

# ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

MARCON FORENSICS

DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
<b>SHEAR WALL FRAMING</b>			
1.4301	Insufficient spiking of double studs at vertical joints.	SW10	E737-32, E3976-82, E4513-21, IMG3341-44, C18688-90
		SW12	F9685-86, F9784-88, R5286-89, R5345-47, R5381-82, R5447, E1273-77, E1410-16, E2518-29, C18640-44, C18616-18
1.4501	Insufficient width of SW panel.	SW13	F9491-98 & 9521-25, E2357-70, E2414-18, E3250-81
		SW15	F9005-07, E599-04, E3302-09, E3509-17, E3624-30, C18700-04, C18782-83
<b>OVERSIZED ANCHOR BOLT HOLES</b>			
2.1103	Oversized anchor bolt holes in sill plate.	SW10	F8977-83, F9433-37, E804-16, E1355-61, E1746-55
		SW12	F9285-89, F9650-55, F9780-83, R5293-99, R5350-53, R5363, R5385, R5444-51, E440-55, E567-76, E910-17, E1085-91, E1298-06, E1428-33, E2553-66, E3939-43, E4134-37, IMG2908-09 & 2916-17
		SW13	F9059-62, F9151-55, F9208-11, F9364-67, F9479-82, R5376, R5478, E338-43, E1950-55, E3123-36, E3221-27
			C18493-95, C18534-35, C18655-58, C18783-85, C18440-43
		SW15	F9030-32, E361-85, E1556-59, E2133-44, E2888-95, E3383-92, E3597-11, E3724-33, E4456-60, C18707-10
<b>SILL ATTACHMENT</b>			
2.2101	Sill nailing mostly misses rim joist at exterior walls.	SW10	E2736-46, E3434-48, E3781-91, E3993-12, E4180-94, E4281-05, E4542-75
			C18513-15, C18573-75, C18832-36, C18691-93, IMG3123-31, C18476-83
		SW12	E1460-68, E1597-05, E2633-50, IMG3622-34, IMG3404-16

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# ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

MARCON FORENSICS

DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
<b>SHEAR WALL FOUNDATION HOLDOWNS</b>			
3.1.101	Wrong holdown anchor installed.	SW13	F9368-69, F9370-71, F9483-84, F9485-87, E1892-00, E1912-26, E3067-78, E3089-93, E3161-73, E3188-04 C18445-47, C18497-99, C18537-40, C18668-71, C18757-60
3.1.104	Holdown bolts are in oversized holes.	SW13	F9067, F9068, F9160-61, F9162, F9215, F9216, R5370, R5374-75, E351-59, E344-50, C18445-47, C18497-99, C18537-40, C18668-71, C18757-60
<b>MISSED/SPLIT HOLDOWN FRAMING</b>			
3.1.202	Nailing from foundation holdown strap missed/split framing.	SW12	F9267-72, F9658-64, F9698-01, R5343-44, R5365-66, R5386-87, E414-24, E582-92, E868-77, E1029-35, E1205-14, E1376-83, E2496-05, E3888-96, E4076-86, IMG2918-28, C18647-49 F9016-22, F9023-28, E650-63, E664-75, E1485-89 & 1510-16, E2070-77, E2100-09, E2809-19, E2824-35, E3343-48, E3313-21, E3559-69, E3525-34, <b>E3636-62</b> , E3677-86, E4383-90, E4416-23 C18717-22, C18802-05
<b>SHEAR WALL FLOOR-TO-FLOOR HOLDOWNS</b>			
3.2.101	Missing holdown strap.	SW10 SW12	E1438-45
3.2.102	Floor-to-floor holdown strap nailing missed/split framing.	SW10 SW11 SW12	F8997-01, R5468-69, IMG3468-71 E2939-49, E2969-78 E938-50, E1111-20, E1568-72, E2594-04, E2607-19 IMG3400-03, IMG3596-3602



# ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

## MARCON FORENSICS

DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
<b>BOUNDARY NAILING</b>			
4.1203	Insufficient BN to transverse transfer truss.	Roof	F9076-78, F9083-85, F9094-99, F9119-23, F9166-69, F9237-41, F9297-01, F9374-77, F9454-57, F9542-45, R5399-00, R5520, R5539, R5543-44, R5603-04, R5637-38
4.1208	Insufficient BN to longitudinal transfer truss.	Roof	F9100-12, F9170-84, F9277-36, F9248-55, F9302-12, F9330-42, F9383-92, F9445-53, F9551-60, F9575-81, F9719-30, R5228-30 & 5238-40, R5247-49, R5259-60, R5274-77, R5394-98 & 5320-22, R5431-34, R5507, R5521-26, R5540-42, R5569-73, R5586-89, R5601-02, R5621-27, E3757-63, E3812-15, E3877-84, E4007-10, E4128-34, E4170-72, E4227-31, E280-86 IMG3043-57
<b>BLOCKING/PARALLEL SHEAR TRANSFERS</b>			
5.1401	Blocking parallel to longit. transfer truss installed too low.	Attic	F1618-23, F1646-48, F1746-47, F1730-31, <b>F1718-23</b> IMG2417-29, IMG2766-67 & 2773-75, IMG2455-60, IMG2474-75, IMG3105-07, CT7037-41, CT5078-62, CT4959, CT5392-95, CT7623-26, CT6262-64, CT7724-28, CT6113-14, CT7943-48, CT7581-82, CT5374-77, CT5547-51, CT6885-88, CT8141-44, CT5000-02, CT6173 & 6192, CT6015-17, CT6809-10, CT5933-34, CT4890, CT8098-99, CT5688-89, CT7794-98
5.1401	Blocking parallel to longit. transfer truss installed too low.	Attic	F1618-23, F1646-48, F1746-47, F1730-31, <b>F1718-23</b>



# ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

## MARCON FORENSICS

DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
	<b>BLOCKING / PARALLEL SHEAR TRANSFERS (Continued)</b>		
5.1501	Shear transfer at bottom of longit. truss not per W/SD2.	Attic	F1680, F1698, F1778, <b>F9115-18</b> , F9318-22, F9344-46, F9458-60, F9561-63, F9582-85, F9615-17, F9733-38, R5414-15, R5572, R5593-94, R5628-32, E3821-34, E3889-96, E4016-19, E4067-74, E4176-91, E4233-45, E4480-88, E4654-62 IMG2769-72, IMG2642-44, IMG2737-44, IMG2566-59, IMG2708-09, IMG2532-34, CT8204-07, CT5755-57, CT5800-02, CT7305-08, CT7899-01, CT5102-05, CT6307-09, CT6504-05, CT7949-51, CT4724-28, CT5961-83, CT7872-74, CT5540-43, CT7456-57, CT4767-69, CT5835-37, CT8381-83, CT6189-91, CT6018-19, CT6628-30, CT7664-66, CT7105-06, CT7347-49, CT6990-92
5.1202	No A35's at transverse trusses per X/SD2.	Attic	F9086-88, F9113-14, F9124-28, R5224-27, R5401, E3816-20 & 3835-43, E3908-19, E4137-51, E4198-06, E4252-63 IMG2400-16, IMG2690-96, IMG2778-82, IMG2610-17, IMG2750-55, IMG2576-84, IMG2519-23, IMG2717-26, IMG-2542-46, IMG2449-62, IMG2488-96, CT7031-35, CT5071-77, CT4980-69, CT5399-02, CT4891-99, CT8039-93, CT5110-19, CT7804-08, CT6270-73, CT6506-10, CT6695-99, CT7936-41, CT8277-79, CT6536-39, CT6417-20, CT6374-77, CT6765-70, CT5544-46, CT6993-96, CT7198-05, CT6175-83, CT6020-27, CT7338-41
5.2302	Bellyband edge nailing is at less than 6" o/c [per N/SD2].	SW10	E4576-02, CT8848-50
		SW11	E2767-71
		SW12	E972-91, E2651-72



# MARCON FORENSICS

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

## MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
	<b>PLYWOOD/OSB SHEARWALL NAILING</b>	
1.221	Partywall SW10's	Coordinate repairs with 1.302, 1.311
	Unit 102, 2nd level between Units 102/103.	Remove existing baseboards and drywall sheathing from full length and height of wall.
	Unit 103, 2nd level between Units 102/103.	Rennail all edges of existing 3/8" OSB with 8d @ 6" o/c.
	Unit 102, 1st level between Units 102/103.	Replace drywall and baseboards. Patch, texture and paint to match.
	Unit 103, 1st level between Units 102/103.	
	At 67% of locations.	
1.221	Exterior side wall SW10's	Coordinate repairs with 3.204, 3.205
	Unit 101, 102, 103 side walls, 2nd level.	Remove existing stucco from full length and height of shear wall panel.
	At 63% of locations.	Rennail all edges of existing 3/8" OSB with 8d @ 6" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.
1.221	Exterior side wall SW11	Coordinate repairs with 3.204, 3.205
	Unit 103 Garage	Remove existing stucco from full length and height of shear wall panel.
	At 100% of locations.	Rennail all edges of existing 3/8" OSB with 8d @ 4" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.
1.221	Garage rear wall SW12	Coordinate repairs with 1.302, 1.311, 1.321
	Unit 102 Garage	Remove existing drywall sheathing.
	At 100% of locations.	Rennail new 3/8" OSB with 8d's @ 3" o/c at edges, 12" o/c in field.
		Replace drywall, patch, texture and paint to match.
1.221	Exterior 1st floor rear wall SW12	Coordinate repairs with 3.204, 3.205
	Unit 103.	Remove existing stucco from full length and height of shear wall panel.
	At 100% of locations.	Rennail all edges of existing 3/8" OSB with 8d @ 3" o/c.
		Replace waterproof paper and stucco. Patch and paint to match.



# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

## MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>PLYWOOD/OSB SHEARWALL NAILING (Continued)</b>		
1.221	Exterior rear wall SW15 Unit 102. At 100% of locations.	Coordinate repairs with 1.301, 1.303 Remove existing stucco from full length and height of shear wall panel. Renail all edges of new/existing 3/8" OSB with 10d @ 2" o/c. Replace waterproof paper and stucco. Patch and paint to match.
1.221	Exterior front wall double SW13's Garage front walls. At 94% of locations.	Coordinate repairs with 1.301, 1.303 Remove existing decorative rock finish. Remove existing stucco from full length and height of shear wall panel. Remove existing pop-out framing. Remove drywall finish from rear side of wall, full height and full width. Renail all edges of both sides of existing 3/8" OSB with 8d @ 2" o/c. Replace drywall. Replace pop-out framing, waterproof paper, stucco and decorative rock finish. Paint to match.
<b>HOLDOWN STRAPS</b>		
1.3030	Exterior front wall double SW13's Garage front walls. At 60% of locations.	Coordinate repairs with 1.221 Install new MST48 straps per original plans Detail A/A3.
<b>FASTENER TYPES</b>		
1.3201	All SW15's At 70% of locations	Repaired in 1.221

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>SEAL WALL FRAMING</b>		
1.4301	Exterior side wall SW10's	Coordinate repairs with 4.101
	Unit 101, 2nd level.	Remove 32" wide vertical strip of drywall at each double stud, full height of wall.
	Unit 102, 2nd level.	Spike double studs together with 16d's @ 6" o/c.
	Unit 103, 2nd level.	
	At 78% of locations.	
1.4301	Partly wall SW10's	Coordinate repairs with 1.221.
	Unit 102, 2nd level between Units 102/103.	Remove existing OSB sheathing.
	Unit 103, 2nd level between Units 102/103.	Locate vertical joint double studs and spike together with 16d's @ 6" o/c.
	Unit 102, 1st level between Units 102/103.	Replace 3/8" OSB with new sheathing.
	Unit 103, 1st level between Units 102/103.	Renailing repaired in 1.221.
	At 78% of locations.	
1.4301	Exterior rear wall SW12	Coordinate repairs with 1.311, 1.321
	Unit 103.	Remove 24" high drywall strip at bott of wall, to locate double studs at vert. joints.
	At 73% of locations.	Remove 32" wide vertical strip of drywall at each double stud, full height of wall.
		Spike studs together with 16d's @ 6" o/c.
		Replace drywall, patch, texture and paint to match.
1.4301	Garage rear wall SW12	Coordinate repairs with 1.221, 1.311.
	Unit 102 Garage	Remove existing OSB sheathing.
	At 100% of locations.	Locate vertical joint double studs and spike together with 16d's @ 6" o/c.
		Replace 3/8" OSB with new sheathing.
		Renailing repaired in 1.221.

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b> SHEAR WALL FRAMING (Continued)</b>		
1.4501	Exterior front wall double SW13's Garage front walls. At 80% of locations.	Coordinate repairs with 1.221 Insert 3x framing bet. top of Gar. header and top plates, along both SW vert. edges Renailing repaired in 1.221.
1.4501	Exterior rear wall SW15 Unit 102 (panel between windows only). At 100% of locations.	Coordinate repairs with 1.221 Remove nails, pull back existing CS16 straps top and bottom of window opening. Remove existing 20" wide 15/32" wide OSB sheathing. Replace with new 28" wide 15/32" OSB panel and renaill CS16 strap in place. Renailing repaired in 1.221.
<b>OVERSIZED ANCHOR BOLT HOLES</b>		
2.1103	Partywall SW10's Unit 102, 1st level between Units 102/103. Unit 103, 1st level between Units 102/103. At 96% of locations.	Coordinate repair with 1.221, 1.302 Install new 1/2" wedge anchors at 36" o/c.
2.1103	Garage rear wall SW12 Unit 102 Garage At 96% of locations.	Coordinate repair with 1.302, 1.321 Install new 1/2" wedge anchors at 16" o/c.
2.1103	Exterior rear wall SW12 Unit 103. At 96% of locations.	Coordinate repair with 1.302, 1.321 Install new 1/2" wedge anchors at 16" o/c.



# ARLINGTON RANCH

## STRUCTURAL REPAIR RECOMMENDATIONS

## MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>OVERSIZED ANCHOR BOLT HOLES (Continued)</b>		
2.1103	Exterior front wall double SW13's Garage front walls. At 96% of locations.	Coordinate repair with 1.221, 1.302, 2.101, 2.102 Install three new 1/2" wedge anchors per panel.
2.1103	Exterior rear wall SW15 Unit 102. At 96% of locations.	Coordinate repairs with 1.321 Remove 32" high strip of drywall at bottom of wall. Install three new 1/2" wedge anchors per panel. Replace drywall, patch, texture and paint to match.
<b>SILL ATTACHMENT</b>		
2.2101	Exterior SW10's Unit 101, 102, 103 side walls, 2nd level. At 100% of locations.	Remove bottom two feet of interior drywall. Rennail sill plate with 16d's @ 6" o/c to 2x rim joist. Replace drywall, patch, texture and paint to match.
2.2101	Exterior SW12's Units 102 & 103 Mstr. Bdrm. rear walls. At 100% of locations.	Remove bottom two feet of interior drywall. Rennail sill plate with 16d's @ 6" o/c to 2x rim joist. Replace drywall, patch, texture and paint to match.
<b>SHEAR WALL FOUNDATION HOLDOWNS</b>		
3.1101	Exterior front wall double SW13's Garage front walls. At 50% of locations.	Repaired in 2.101

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>SHEAR WALL FOUNDATION HOLDOWNS (Continued)</b>		
3.1104	Exterior front wall double SW13's Garage front walls. At 100% of locations.	Coordinate repairs with 1.221, 1.302, 1.311, 2.201 Where existing, remove existing HD10A bracket from end studs and anchor bolt. Install new Simpson CNW coupler nut onto anchor bolt. Install new all-thread rod extension, minimum 24" long. Re-install HD bracket in new holes drilled into end studs.
<b>MISSED/SPLIT HOLDOWN STUDS/POST</b>		
3.1202	Garage rear wall SW12 Unit 102 Garage At 85% of locations.	Coordinate repair with 1.302, 1.311 Install new PHD2 holdowns at ea shear wall panel end in drilled and epoxied holes.
3.1202	Exterior 1st floor rear wall SW12 Unit 103. At 85% of locations.	Coordinate repair with 1.302, 1.311 Install new PHD2 holdowns at ea shear wall panel end in drilled and epoxied holes.
3.1202	Exterior rear wall SW15 Unit 102. At 95% of locations.	Coordinate repairs with 1.311 Install new PHD2 holdowns at ea shear wall panel end in drilled and epoxied holes.

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>SHEAR WALL FLOOR-TO-FLOOR HOLDOWNS</b>		
3.2101	Exterior 2nd floor rear wall SW12 Unit 103. At 8775 Traveling Breeze only.	Repaired in 1.322.
3.2102	Exterior 2nd floor rear wall SW12 Units 102 and 103. At 100% of locations.	Coordinate repairs with 1.321 (1st level exterior rear wall SW12). Remove 16" x 32" section of drywall at each end of SW panel. Install new floor-to-floor PHD2 holdown at each end of SW panel. Replace drywall, patch, texture and paint to match.
<b>ROOF SHEATHING NAILING</b>		
4.1203	Roofs over transverse partywalls. At 33% of locations.	Coordinate repairs with 3.101 Nail roof OSB to roof transfer truss over partywall below with 8d @ 6" o/c
4.1208	Ridge over longit. partywall bet 102 & 103. At 97% of locations.	Coordinate repairs with 3.201, 3.102 Remove roofing 4 ft either side of ridge, 101/103 transv. partywall to rear of bldg. Nail roof OSB to new blocking panels below with 8d @ 6" o/c. Replace roofing.
<b>BLOCKING/PARALLEL SHEAR TRANSFERS</b>		
5.1401	Attic longitudinal partywall between 102 & 103 At 65% of locations.	Coordinate repairs with 3.101 Remove existing 2x blocking between roof trusses at longitudinal partywall. Install new 2x blocking bet roof trusses with beveled top edge to match roof slope.
5.1501	Attic longitudinal partywall between 102 & 103 At 52% of locations.	In attic, remove existing blocking on partywall top plate. Install new vertical 2x6 block bet roof trusses at base of longitudinal partywall truss. Nail new 2x6 block with 3-16ds per block to bottom chord of longit. partywall truss.

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# ARLINGTON RANCH STRUCTURAL REPAIR RECOMMENDATIONS

## MARCON FORENSICS

DEFECT CODE #	LOCATION	REPAIR
<b>BLOCKING/PARALLEL SHEAR TRANSFERS (Continued)</b>		
5.1202	Transv. party wall between 101/102 & 101/103. At 94% of locations.	In attic, install new A35's @ 16" o/c from trans truss bottom chord to wall top plate.
5.2302	OSB bellyband below 2nd floor exterior SW10's Unit 101, 102, 103 side walls, 2nd level. At 29% of locations.	Coordinate repairs with 1.221, 3.205 Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Rendit existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
5.2302	OSB bellyband below 2nd floor exterior SW11's Unit 101 front walls, 2nd level. At 100% of locations.	Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Rendit existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
5.2302	OSB bellyband below 2nd floor exterior SW12's Units 102 & 103 rear walls, 2nd level. At 100% of locations.	Coordinate repairs with 1.221, 3.205 Remove stucco to expose OSB between 2nd floor and 1st floor top plate. Rendit existing OSB with 8d's @ 6" o/c, all edges. Replace waterproof paper and stucco. Patch and paint to match.
5.2303	OSB bellyband below 2nd floor exterior SW10's Unit 101, 102, 103 side walls, 2nd level. At 25% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
5.2303	OSB bellyband below 2nd floor exterior SW11's Unit 101 front walls, 2nd level. At 100% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.
5.2303	OSB bellyband below 2nd floor exterior SW12's Units 102 & 103 rear walls, 2nd level. At 75% of locations.	Coordinate repairs with 3.204 Install new A35F's @ 24" o/c from edge blocking to top plate of 1st floor SW.

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**MARCON FORENSICS**

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# ARLINGTON RANCH STRUCTURAL DEFECT PERCENTAGES

## MARCON FORENSICS

DEFECT CODE	TOTAL TESTED	TOTAL FAILED	% FAILED	
SW10	20	13	65%	Partly wall failed 8/12 (67%). Exterior 2nd level walls failed 5/8 (63%).
SW11	4	4	100%	
SW12	21	21	100%	
SW13	17	16	94%	
SW15	12	12	100%	
1.2210	74	66	89%	Shear wall schedules.
1.3030	5	3	60%	See detail A/A-3.
SW15	10	7	70%	
1.3201	10	7	70%	See Shear Wall Schedule.
SW10	9	7	78%	SB 6" o/c. Failed at GR 1/2, XMB 1/2 & XB2 1/2.
SW11	0	0	0%	SB 4" o/c.
SW12	15	11	73%	SB 3" o/c. Failed at G-102 7/9, XGR-103 2/4.
1.4301	24	18	75%	Framing Notes, Plan Sheet A-3 calls for double stud nailing at 12" o/c (Note #8).
SW13	5	4	80%	Plans call for a SW width of 24". Top portion above garage header installed with free edges.
SW15	7	7	100%	Plans call for SW width of 28". Center panel installed 20" wide (defect applies to center panel only).
1.4501	12	11	92%	
2.1103	52	50	96%	Specifications. Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 8.1.2.1
SW10	13	13	100%	
SW12	5	5	100%	102 and 103 at rear.
2.2101	18	18	100%	Sill nailing at exterior walls perpendicular to floor trusses miss 2x rim joist.
SW13	25	10	40%	
3.1101	25	10	40%	Plans call for HD10A holdowns. PHD8 installed [8310# vs. 6730#].



**ARLINGTON RANCH**  
**STRUCTURAL DEFECT PERCENTAGES**

**MARCON FORENSICS**

DEFECT CODE	TOTAL TESTED	TOTAL FAILED	% FAILED	
SW13	15	15	100%	
3.1104	15	15	100%	Specifications, Wood, Note #3, Sheet SN-1 and 1997 NDS, Section 8.1.2.1
SW12	20	17	85%	
SW15	20	19	95%	
3.1202	40	36	90%	2000 Simpson Catalogue (pg. 5, General Notes).
SW10	1	0	0%	
SW12	5	1	20%	
3.2101	6	1	17%	At exterior wall of Master Bedroom, Unit 103. Plans call for MST48 strap.
3.2102	12	12	100%	2000 Simpson Catalogue.
4.1203	49	16	33%	See Detail X/SD-2.
4.1208	34	33	97%	See Detail W/SD-2.
5.1401	51	33	65%	Shown in Detail W/SD2
5.1501	87	45	52%	Shown in Detail W/SD2.
5.1202	47	44	94%	Shown in Detail X/SD2.
SW10	7	2	29%	
SW11	1	1	100%	
SW12	2	2	100%	
5.2302	10	5	50%	Shown in Detail N/SD2.



**MARCON FORENSICS**

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## EXHIBIT 3



IN THE SUPREME COURT OF THE STATE OF NEVADA

D.R. HORTON, INC., A DELAWARE  
CORPORATION,

Petitioner,

vs.

THE EIGHTH JUDICIAL DISTRICT  
COURT OF THE STATE OF NEVADA,  
IN AND FOR THE COUNTY OF  
CLARK; AND THE HONORABLE  
SUSAN JOHNSON, DISTRICT JUDGE,  
Respondents,

and

HIGH NOON AT ARLINGTON RANCH  
HOMEOWNERS ASSOCIATION, A  
NEVADA NON-PROFIT  
CORPORATION,

Real Party in Interest.

No. 58533

**FILED**

JAN 25 2013

TRAGIE K. LINDEMAN  
CLERK OF SUPREME COURT  
BY *Angela*  
DEPUTY CLERK

ORDER GRANTING PETITION

This is an original petition for a writ of mandamus or prohibition challenging a district court order holding that real party in interest may litigate, on behalf of individual homeowners, claims for alleged construction defects.

Petitioner D.R. Horton argues that, under this court's decision in D.R. Horton v. District Court, 125 Nev. 449, 215 P.3d 697 (2009) (First Light II), the district court erred in concluding that no NRCP 23 analysis was necessary for real party in interest High Noon at Arlington Ranch Homeowners Association to bring claims on behalf of individual



homeowners for alleged constructional defects occurring in building envelopes.<sup>1</sup>

Standard of review

“A writ of mandamus is available to compel the performance of an act which the law requires as a duty resulting from an office, trust or station, NRS 34.160, or to control an arbitrary or capricious exercise of discretion.” State v. Dist. Ct., 116 Nev. 374, 379, 997 P.2d 126, 130 (2000). “Mandamus is an extraordinary remedy which ‘will not lie to control discretionary action, unless discretion is manifestly abused or is exercised arbitrarily or capriciously.’” Mineral County v. State, Dep’t of Conserv., 117 Nev. 235, 243, 20 P.3d 800, 805 (2001) (quoting Round Hill Gen. Imp. Dist. v. Newman, 97 Nev. 601, 603-04, 637 P.2d 534, 536 (1981) (citation omitted)). A writ of prohibition is an extraordinary remedy which may be used to arrest the proceedings of a district court when it has exceeded its jurisdiction. Mineral County, 117 Nev. at 243, 20 P.3d at 805. Both mandamus and prohibition are issued at the discretion of this court and are unavailable when a “petitioner has a plain, speedy, and adequate remedy in the ordinary course of law.” Id.

Here, the challenged order granted a motion for declaratory relief regarding whether the case was appropriate for class action certification; thus, it is not independently appealable. As D.R. Horton lacks a plain, speedy, and adequate remedy at law, we elect to exercise our discretion to consider its petition. See id. In considering a writ petition,

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<sup>1</sup>High Noon has also filed a petition for a writ of mandamus, High Noon at Arlington v. Dist. Ct. (D.R. Horton, Inc.), Docket No. 58630, which arises from the same district court case that is the subject of this petition.



this court gives deference to a district court's factual determinations; however, we review questions of law de novo. Gonski v. Dist. Ct., 126 Nev. \_\_\_, \_\_\_, 245 P.3d 1164, 1168 (2010).

The district court failed to conduct a sufficient NRCP 23 analysis

This court has held that an HOA has standing to institute a representative action on behalf of its individual members if the HOA's claims meet the NRCP 23 requirements as directed in Shuette v. Beazer Homes Holdings Corp., 121 Nev. 837, 846-52, 124 P.3d 530, 537-41 (2005). First Light II, 125 Nev. at 458-59, 215 P.3d at 703-04. Pursuant to NRCP 23, a class action may be maintained only if all four of the NRCP 23(a) requirements (numerosity, commonality, typicality, and adequacy) and one of three additional NRCP 23(b) requirements is met.

"[F]ailure of a common-interest community association to strictly satisfy the NRCP 23 factors does not automatically result in a failure of the representative action." Beazer Homes Holding Corp. v. Dist. Ct., 128 Nev. \_\_\_, \_\_\_, \_\_\_ P.3d \_\_\_, \_\_\_ (Adv. Op. No. 66, December 27, 2012). However, the district court must conduct and document an NRCP 23 analysis upon request. Id. Accordingly, even if an HOA has standing under NRS 116.3102(1)(d) to institute a representative action on behalf of two or more of its members, the HOA still must satisfy the requirements of NRCP 23 if it wishes to bring its representative action as a class-action suit. First Light II, 125 Nev. at 458, 215 P.3d at 703.

Here, the district court found that under First Light II, assignment of claims to an HOA did not eliminate the duty of the class to comply with the class-action requirements of NRCP 23. The district court then conducted a full NRCP 23 analysis as to the assigned claims and found that High Noon had not satisfied the NRCP 23 prerequisites and



therefore did not have standing to pursue those claims in a representative capacity.

However, the district court failed to perform a full and thorough NRCP 23 analysis as to the claims involving the building envelopes. The district court interpreted this court's holding in First Light II as applicable only to alleged interior defects of individual units located within a common-interest community. Consequently, the district court found, without performing an NRCP 23 analysis, that High Noon had standing to litigate representative claims based on the building envelopes. The district court reasoned that NRS 116.3102(1)(d) permits an HOA to bring representative claims on matters affecting the common-interest community, and the district court had "no doubt" that the building envelope claims affected the common-interest community.

This was error. This court previously directed the district court to review High Noon's claims in accordance with the analysis set forth in First Light II "to determine whether the claims conform to class action principles, and thus, whether High Noon may file suit in a representative capacity for constructional defects affecting individual units." In First Light II, this court held that although NRS 116.3102(1)(d) grants an HOA standing to file an action in a representative capacity, this statutory grant must be reconciled with the requirements of NRCP 23 and Shuette. First Light II, 125 Nev. at 458, 215 P.3d at 703. This court's holding in First Light II was not intended to apply only to defects that occur within individual units, but rather to all claims affecting individually owned units that an HOA brings in a representative capacity.

NRS 116.093 defines "[u]nit" as "a physical portion of the common-interest community designated for separate ownership or



occupancy, the boundaries of which are described pursuant to paragraph (e) of subsection 1 of NRS 116.2105." NRS 116.2105(1)(e) states

In a condominium or planned community, a description of the boundaries of each unit created by the declaration, including the unit's identifying number or, in a cooperative, a description, which may be by plats, of each unit created by the declaration, including the unit's identifying number, its size or number of rooms, and its location within a building if it is within a building containing more than one unit.

Accordingly, we look to the Community's declaration. Here, the Community's CC&Rs provide that the elements of the building envelope are part of the individually owned units. This court's decision in First Light II instructed district courts to perform a full and thorough NRCP 23 analysis for claims that affect individual units. Because the building envelopes are individually owned, any claims that High Noon wishes to bring relating to the building envelopes are in a representative capacity and must survive an NRCP 23 analysis. The district court therefore abused its discretion by failing to follow the mandate of this court and perform a full and thorough NRCP 23 analysis of the claims involving the building envelopes. Accordingly, writ relief is warranted, and we


ORDER the petition GRANTED AND DIRECT THE CLERK OF THIS COURT TO ISSUE A WRIT OF MANDAMUS instructing the district court to conduct further proceedings in light of this order and this court's recent decision in Beazer Homes Holding Corp. v. District Court.<sup>2</sup>


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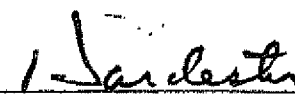
<sup>2</sup>In light of this order, D.R. Horton's alternative request for a writ of prohibition is denied.

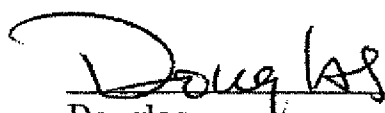


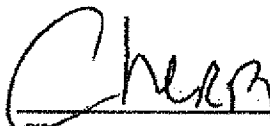
We also vacate the stay of the underlying district court proceedings that was granted pending the consideration of this petition.<sup>3</sup>

  
\_\_\_\_\_, C.J.  
Pickering

  
\_\_\_\_\_, J.  
Gibbons

  
\_\_\_\_\_, J.  
Hardesty

  
\_\_\_\_\_, J.  
Douglas

  
\_\_\_\_\_, J.  
Cherry

  
\_\_\_\_\_, J.  
Saitta

cc: Hon. Susan Johnson, District Judge  
Koeller Nebeker Carlson & Haluck, LLP/Las Vegas  
Angius & Terry LLP/Las Vegas  
Eighth District Court Clerk

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<sup>3</sup>The Honorable Ron D. Parraguirre, Justice, voluntarily recused himself from participation in this matter.



## EXHIBIT 4



RTRAN

DISTRICT COURT

CLARK COUNTY, NEVADA

HIGH NOON AT ARLINGTON RANCH  
HOMEOWNERS ASSOCIATION,

Plaintiff,

v.

DR HORTON, INC.,

Defendant.

CASE NO. A-542616

DEPT. XXII

BEFORE THE HONORABLE SUSAN JOHNSON, DISTRICT COURT JUDGE

THURSDAY, DECEMBER 12, 2013

**REPORTER'S TRANSCRIPT  
MOTIONS IN LIMINE**

APPEARANCES:

For the Plaintiff:	RACHEL B. SATURN, ESQ. Angius & Terry LLP
For the Defendant:	JOEL D. ODOU, ESQ. ANDREW V. HALL, ESQ. Wood Smith Henning & Berman LLP
For Firestop, Inc.:	SHANNON G. SPLAINE, ESQ. Lincoln, Gustafson & Cercos LLP
For National Builders Inc.:	NAKESHA S. DUNCAN, ESQ. Springel & Fink, LLC
For Circle S Development Corp.:	SHANNON L. MITCHELL, ESQ. Wolfe & Wyman LLP
	RUT J. LAUREANO, ESQ. Resnick & Louis

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## APPEARANCES: (Continued)

For Sunstate  
Companies, Inc. and  
Quality Wood Products  
Ltd.:

KIRK WALKER, ESQ.  
Bauman Loewe Witt & Maxwell, PLLC

For Rising Sun  
Plumbing LLC and  
Summit Drywall &  
Paint, LLC:

ADAM R. TRIPPIEDI, ESQ.  
Luh & Associates

For Quality Wood  
Products, Ltd.:

SEETAL N. TEJURA, ESQ.  
Alverson, Taylor, Mortensen & Sanders

For Efficient  
Enterprises LLC:

AARON M. YOUNG, ESQ.  
Brown, Bonn & Friedman, LLP

For Quality Wood  
Products Ltd. and  
Summit Drywall  
and Paint, LLC:

ANDREW CRANER, ESQ.  
Bremer, Whyte, Brown & O'Meara, LLP

For Rayburn Lawn &  
Landscape Designers,  
Inc.:

VIRGINIA TOMOVA, ESQ.  
Brady, Vorwerck, Ryder & Caspino

RECORDED BY: NORMA RAMIREZ, COURT RECORDER



1                    THURSDAY, DECEMBER 12, 2013, 9:43 A.M.

2            THE COURT: And then we can go back to High Noon At  
3 Arlington Ranch Homeowners Association versus DR Horton and  
4 that's case number 07-A542646 [sic].

5            MS. SATURN: Good morning, Your Honor. On behalf of the  
6 Plaintiff.

7            MR. ODOU: Good morning, Your Honor. Joel Odou and Andy  
8 Hall on behalf of DR Horton.

9            MS. SPLAINE: Shannon Splaine on behalf of Firestop, Inc.

10           MS. DUNCAN: Nakesha Duncan on behalf of National  
11 Builders.

12           MS. MITCHELL: Good morning, Your Honor, Shannon Mitchell  
13 on behalf of Defendant Circle S Development dba Deck Systems.

14           MS. LAUREANO: Good morning, Your Honor, Rut Laureano  
15 also here on behalf of Circle S Development dba Deck Systems.

16           MR. WALKER: Good morning, Your Honor, Kirk Walker on  
17 behalf of Sunstate Companies and Quality Wood Products.

18           MR. TRIPPIEDI: Adam Trippiedi for Rising Sun Plumbing  
19 and Summit Drywall.

20           MS. TEJURA: Good morning, Your Honor, Seetal Tejura here  
21 for Quality Wood Products.

22           MR. YOUNG: Aaron Young on behalf of Efficient Electric.

23           MR. CRANER: And Andrew Craner on behalf of Quality Wood  
24 Products and Summit Drywall.

25           MS. TOMOVA: Good morning, Your Honor, Virginia Tomova on

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1 behalf of Rayburn Lawn & Landscape.

2 THE COURT: Okay. Do we have everybody? Okay. Counsel,  
3 it looks like I've got several things under advisement that I  
4 need to write in this case. Mr. Odou.

5 MR. ODOU: Good morning, Your Honor. We do have a number  
6 of issues in this case and unfortunately the number of issues  
7 seems to be increasing. For today, what we wanted to talk  
8 about with the Court is the issues that exist with the  
9 Plaintiff's defect reports and cost to repair. There's two  
10 issues with those.

11 One is, you know, normally a relatively minor issue  
12 if it wasn't for the fifth time that we were bringing this to  
13 the Court's attention. And that's the timeliness of these  
14 documents and why it's so critical that they're late yet again  
15 for the fifth time.

16 We originally raised these issues in its hard to  
17 believe 2011 and yet here we are again, we're seven years into  
18 this case and we're still arguing about what is it that's  
19 allegedly defective, where is it and how much is it going to  
20 cost us. Those are very basic principles in any construction  
21 defect case. And it's kind of astonishing that there seems to  
22 be a disagreement about whether or not that even has to be  
23 provided.

24 This Court entered a case management order in 2009  
25 that pretty specifically listed out those things and also



1 listed out that hey, if you don't do them timely, they're  
2 subject to be automatically stricken. When we were last  
3 before you, well not when we were last before you, we've been  
4 before you several times since then. One of the times we were  
5 before you --

6 THE COURT: Uh-huh.

7 MR. ODOU: -- on November 12th, Mr. Terry had indicated  
8 to you that yes, they could get their reports in and one of  
9 the things that he had asked for was some additional time  
10 after the Court issues those findings of fact so that they  
11 could have their costs to prepare conform to this Court's  
12 order. Unfortunately, that message never got conveyed  
13 apparently to their cost to repair expert because his cost to  
14 repair doesn't conform to this Court's order. And it was  
15 late.

16 And so the argument that we hear is well it was late  
17 but there's a statute that says if you have to do something,  
18 then you get some additional time. Therefore, it's not late.  
19 That may be and it's not really that relevant to our motion.

20 We're not here just because it's two days late.  
21 That's not the problem. The problem is that we only had 18  
22 days from the time that they finally produced it to respond to  
23 it and that includes Thanksgiving. They've had seven years to  
24 come up with what their claims are. We get 18 days including  
25 Thanksgiving to respond. And oh by the way, our experts in



1 this case are the experts in the other two DR Horton cases set  
2 for trial in this very Court in January and those experts also  
3 had reports due in those other cases.

4           So from a timing standpoint, we had some issues with  
5 what happened. The Plaintiffs have asked for additional time.  
6 They get it. We ask for additional time and Mr. Hale goes  
7 look, my hands are tied. We're going to trial, what do you  
8 want me to do? So we have a hearing with Mr. Hale tomorrow to  
9 talk about that. So that's sort of -- that's the minor issue  
10 if you will. And that's pretty significant in and of itself.

11           The major issue is the cost to repair and their  
12 defect list, lists plural, they don't have any backup. I  
13 brought with me their cost to repair, here it is. Those  
14 binders are their defect reports and they're massive and they  
15 were produced in a lump sum of here's 16,000 pages of stuff.  
16 You figure it out. And you got 18 days and Thanksgiving to do  
17 it. And that's not fair and that's not something that we're  
18 capable of responding to in that little amount of time.

19           Why it becomes relevant that their cost to repair  
20 has no backup is there's a number of issues that have been  
21 added since their Chapter 40 notice. Sooner or later those  
22 issues are going to be the subject of a motion to dismiss for  
23 failure to comply with Chapter 40.

24           In addition, their cost to repair is non-compliant  
25 with the case management order. Again, maybe that's a minor



1 issue. But we still think that's a major issue. Their case  
2 management order required them to specifically list out each  
3 item by labor, material, overhead and profit. Instead what we  
4 got is a lump sum. One of those lump sums is \$350,000 for an  
5 issue that was added to the case we think improperly. So that  
6 issue eventually will be subject to a motion.

7           There are other very large lump sums in excess of  
8 \$100,000 where they're alleging it at -- well we can't tell  
9 which units exactly. It appears that all 342 units and  
10 eventually those are going to be subject to additional motions  
11 before this Court because since this case has commenced there  
12 have been numerous changes of ownership.

13           And finally, probably the most significant, I guess  
14 I saved the best for last is that their cost to repair report  
15 and their defect lists don't comply with this Court's order  
16 and I'm sure that the Court's seen in their reply brief that  
17 they have a very different view of this Court's order than we  
18 do. And in looking at this Court's order of November 12, we  
19 understood the Court to be limiting their claims to basically  
20 three categories of items.

21           Those categories are 194 homes, homeowner members,  
22 where they claim that the claims exist in a hundred percent of  
23 the units. Not 342. We felt that the Court was being very  
24 specific. The Court led off in its order that said hey, this  
25 is a 342 unit project. And then in its findings of fact and



1 conclusions of law, it says it is hereby ordered and adjudged  
2 and decreed that they may prosecute claims on behalf of 194  
3 for the building envelope and for claims of a hundred percent  
4 or more. So that seemed to be relatively specific and  
5 unambiguous.

6 What we found though is Plaintiff's cost to repair  
7 is completely ambiguous and talks about 342 units possibly. I  
8 mean there's just no breakdown. So we have to kind of make a  
9 leap of faith and take our guesstimate as to what it is that  
10 they're saying.

11 The second category that the Court gave them was for  
12 numerosity and it was for homeowners numbering more than 40  
13 but less than 194. They can prosecute those in the subclass  
14 format and they can use generalized proof to demonstrate those  
15 claims. So that's where it becomes really important for us to  
16 know what's the labor and where are these repairs occurring.  
17 And when you have a lump sum of we're going to fix this defect  
18 and its \$300,000, there's no way for us to go okay, so that  
19 defect occurs at less than 194 but more than 40 and here's  
20 where it is.

21 And oh by the way, those homeowners who now own  
22 those homes didn't own the homes when this case started. So  
23 we have that issue out there to deal with as well which is  
24 another reason why --

25 THE COURT: Is that one of those I've got under



1 advisement?

2 MR. ODOU: It is not, Your Honor. This is one that has  
3 not been raised yet in this case. And that's yet another  
4 problem that we're going to have and that's why it was so  
5 important for the Plaintiffs to give us something that we  
6 could work with in terms of here's our claims, here's where  
7 our claims are and here's how much our claims are. Because  
8 once this Court issues that ruling in the other cases,  
9 certainly we had hoped to save time and comply with whatever  
10 this Court's order.

11 The law is the same whether it's this case or  
12 another case. Certainly the facts are different and the  
13 application of the facts of the law will be different. But  
14 once the Court does issue that ruling, we're going to have an  
15 issue in this very case of how many of this 194 homeowners,  
16 how many of them did not own or no longer own their homes now  
17 that we are where we are. So we have that issue to wrestle  
18 with.

19 And then finally the Court gave them the opportunity  
20 to bring claims on behalf of two or more homeowners  
21 individually and they in their reply briefs say they've  
22 declined that. So that's fine. So it looks like we're  
23 dealing with basically two categories of claims, the building  
24 envelope and the claims or the building envelope for 194  
25 homeowners or other defects that exist in hundred percent of

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1 those 194 and then the second one is the ones that meet the  
2 numerosity requirement for more than 40, but less than 194.

3 And so when you have that much material and you have  
4 a six-page cost to repair, you've got a problem. And this  
5 isn't a problem of DR Horton's making. Yet ultimately DR  
6 Horton is going to be punished for it in having to come up and  
7 respond to it probably over the Christmas holidays -- well I'm  
8 going to say hopefully over the Christmas holidays. Right now  
9 we've been trying to respond to it over the Thanksgiving  
10 break.

11 We've spoken with our structural expert and he has  
12 attempted to go through the 16,000 pages of stuff that was  
13 given to us and he told us that basically it's going to take  
14 him a month to go through that and figure out okay, here's  
15 4,000 photographs that have just been produced. Here's where  
16 those photographs were taken. Here's what they alleged they  
17 show. Here's what they actually show. Here's my response.

18 And so from a timing standpoint, we have some real  
19 difficulties in this case. And you know we've been raising  
20 these difficulties since at least our original motion in 2011  
21 and so it should not come as a surprise to the Plaintiffs that  
22 when you just say here's all my stuff and pay me six million  
23 dollars that that's not going to fly in this Court.

24 So again, you know, somebody missing a deadline by  
25 two days, that's not an issue that we're going to bring in a



1 motion before this Court. It's the fact that not only did  
2 they miss this deadline, they've missed five other or this is  
3 the fifth time they've missed a deadline and what they gave us  
4 is something that we just can't work with.

5 And so what we're asking for is that the Court  
6 strikes this six or seven or eight page cost to repair. At  
7 this point, we understand that the Court's strapped in terms  
8 of resources. So it probably doesn't make sense for this  
9 Court to go through it. But certainly Mr. Hale has indicated  
10 that he if empowered to could go through these things and  
11 probably hold some type of evidentiary hearing to determine  
12 what's in and what's out since the Plaintiffs have been  
13 unwilling to provide that. And then he could issue  
14 recommendations and findings of fact recommending that this  
15 Court strike specific claims and specific defects that don't  
16 meet this Court's November 12th order.

17 THE COURT: I thought that I pretty much said what claims  
18 are in and what claims are out, haven't I?

19 MR. ODOU: You did, Your Honor, and they're cost to  
20 repair and their defect list doesn't conform to that. And so  
21 that's what we're requesting being stricken. Their cost to  
22 repair is for 342 homes. You said 194. So right there  
23 there's an issue. The second issue is we don't know where  
24 those repairs are occurring. And so for, you know, the ones  
25 that are less than --



1 THE COURT: You don't know which are the 194 homes?

2 MR. ODOU: We do -- we know that but we don't know where  
3 the repairs are occurring. We just have a lump sum of, you  
4 know, take \$350,000 for the structural issue I'm talking  
5 about. That's a cost that will fix 342 homes. That's not  
6 applied to 194. We don't have it broken down so we could say  
7 okay, you know, it's going to cost them, you know, five  
8 dollars a home to fix. And therefore you just, you know, take  
9 that number and divide it in half or whatever.

10 THE COURT: Okay. So if I -- like for example I, you  
11 know, I was just noting in my -- I'm just kind of looking at  
12 my last order in this where I pretty much said hey, you know,  
13 if you've got -- we were talking about subclasses.

14 MR. ODOU: Right.

15 THE COURT: Like they don't have -- I'm going to use an  
16 example here. Defect 10.02, garage no share fastener too  
17 short. Of the 92 homes inspected, 92 had this defect. So  
18 that's a hundred percent. And I said they could present that  
19 evidence by extrapolation. Of course, they've going to have  
20 proof issues and they're going to have to deal with --

21 MR. ODOU: Right.

22 THE COURT: -- that with the jury.

23 MR. ODOU: Right.

24 THE COURT: If they haven't inspected, you know, every --  
25 194 homes. Are you telling me they don't have a cost for the



1 garage no share fastener too short for each home? Each 194  
2 homes?

3 MR. ODOU: That is correct, Your Honor. They have a cost  
4 for 342 homes as best we can tell. They just have a lump sum  
5 of \$93,000. That \$93,000 is not broken down. It appears to  
6 us in looking at prior reports that that \$93,000 is for 342.  
7 But we have to make that leap of faith. We look at their  
8 prior costs, which I could dig through and I think -- I don't  
9 think that one changed. Or if it did, it probably went up.  
10 And so that's where the difficulty lies. The Court said, you  
11 know, for that particular example, 194. They've given us a  
12 cost for 342. And it's not broken down so we can't just say,  
13 you know, okay no harm no foul, it's --

14 THE COURT: It's a hundred dollars per home so 194, okay,  
15 times a hundred.

16 MR. ODOU: Exactly. We can't do that no harm no foul.  
17 We can't have our experts then say okay, here's the unit cost,  
18 multiply the unit cost times these 194 and then tell us what  
19 you saw at those 194 and off we go to discovery. That's why  
20 we brought this to the Court because we can't do that  
21 analysis.

22 THE COURT: Okay. And same thing with like I've got  
23 party wall fastener spacing excessive. That's defect 10.11  
24 and I'm looking under the fire resistive. Boy, Ms. Blaine  
25 just shot up like a cannon, didn't she?



1 MR. ODOU: Yes, Your Honor.

2 THE COURT: Okay. But anyway, I noted that of the 144  
3 units that were inspected, a hundred allegedly had the defect.  
4 So you know my position was well if they want to do kind of a  
5 subclass with the party wall fastener spacing excessive, fine.  
6 So you're telling me that of these hundred homes, you don't  
7 have a breakdown of a hundred homes?

8 MR. ODOU: It's even worse for that one. Because that  
9 one, the cost to repair says covered in other sections.

10 THE COURT: Okay.

11 MR. ODOU: So we don't know because we don't have the  
12 backup that went -- that's going to be produced some day maybe  
13 for this cost to repair. What I would anticipate is I'm going  
14 to set the deposition of this fellow who generated the cost to  
15 repair, Mr. Line [phonetic], and I would anticipate him  
16 showing up that morning with boxes of stuff and going here's  
17 my backup that I had never produced to you for this November  
18 2013 cost to repair.

19 The problem with doing it that way is by then my  
20 reports will have been disclosed and my experts will say well,  
21 you know, this is not proper, that's not proper. And they'll  
22 have to do their best to try and understand what he says. And  
23 that's just an insurmountable burden to do in 18 days. We can  
24 certainly do it, it's going to take us probably into the  
25 middle of January to go through the stuff and point out all

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1 the different problems with this. But you know when you've  
2 got covered in other sections, that just doesn't, for that  
3 particular line item, we have to guess.

4 THE COURT: Okay. Ms. Blaine.

5 MS. SPLAINE: Your Honor, we join in Mr. Odou's comments  
6 and we just wanted to add some additional points. The  
7 difficulties that both developer and the subcontractors have  
8 experienced because of the way that Plaintiffs produced their  
9 reports and the cost to repair are affecting our defense  
10 inspections because we wanted to go inspect units that were  
11 part of the Court's order which believe was the 194. But  
12 Plaintiff is thinking its 342. There's issues with regard to  
13 some of the assigned units, no longer own them, so there's a  
14 question of whether or not they're in the case or not. But we  
15 can work around that.

16 But it's difficult. I had to send, I requested 33  
17 units because my issue is only at 33 units allegedly. Because  
18 we can't tell which units they're really claiming exist or  
19 don't exist. My issue was found at 33 of 34 units inspected.  
20 But Plaintiff is extrapolating that repair. So they've got a  
21 cost that you can't tell what it is precisely for each unit.  
22 So my expert can't say well unit A I saw it, but here's the  
23 repair. At unit B, it doesn't exist. We're fighting an  
24 uphill battle trying to figure out what their costs relate to  
25 and don't relate to. Because they're still using



1 extrapolation when they're not supposed to on certain items.  
2 And they're including units we think that aren't supposed to  
3 be in this case anymore which we shouldn't have to address.

4           We asked for our units and Plaintiff has given us  
5 for the last two days some of the units, but not all of them.  
6 They're still working to get the rest of them. But our  
7 experts can't do reports until they have access to those  
8 units. Because the HOA is saying they represent these people.  
9 So my position is if they follow the Court's order, then I  
10 should be allowed access. I shouldn't be denied access to go  
11 see the units where they're claiming an issue exists now that  
12 we know what's in the case.

13           The other issue is and Your Honor has heard through  
14 the various hearings, the issue with the electrical expert.  
15 John Nicholas was stricken as an expert, can't rely on him.  
16 Plaintiff retained a new electrical expert which is fine. But  
17 when they produced new quote final reports, they didn't have  
18 the new electrical expert do any report. They're just using  
19 the old report that has an expert's name and company that's  
20 been stricken by the Court. So are they using that report?  
21 Is he going to come in with a new report later?

22           It causes a lot of confusion which is having myself  
23 be in Court in Dorrell which are having similar issues. It's  
24 very confusing because the experts changed the defect numbers  
25 from Your Honor's order, changed the reports, changed the



1 descriptions. The new electrical expert should have produced  
2 on his, you know, company letterhead a report that had the  
3 same opinions as before. So that there isn't an issue  
4 referring to John Nicholas and JM2. But now we're going to  
5 have to face that through additional motion work.

6           So it's very complicated which is making our experts  
7 have difficulty in addressing the issues and developers having  
8 the same issues. So there's a lot of moving parts that  
9 Plaintiff by failing to follow Your Honor's order about  
10 limiting it to the 194 units, whether they agree or disagree  
11 with Your Honor's decision, that's the order, has affected  
12 things.

13           I agree with Mr. Odou that the seven days and two  
14 days late for the cost to repair isn't a huge issue. We  
15 wouldn't normally raise it. We all agreed in open Court that  
16 they could have additional time because we agreed Your Honor  
17 had to give them a decision on what claims they could pursue.  
18 But we all said seven days because we have a tight timeframe  
19 to do discovery. At no point would I have agreed to give them  
20 seven judicial days which would have extended things out  
21 because it pushed and affected all of our deadlines which  
22 affects the trial date and close of discovery.

23           Mr. Odou asked for additional time for his reports,  
24 which I don't oppose because he needs more time. But Mr. Hale  
25 said no. So Plaintiff is getting more time, but we're not.



1 And so it's having a negative impact. Had we believed that  
2 was going to happen, we would have said then do your cost to  
3 repair and you know we'll keep rolling along. So there are  
4 consequences of what Plaintiff has failed to do in complying  
5 with the Court order that affect us that we think need to be  
6 corrected and you know reports need to be stricken and to get  
7 this case on track to be able to try it properly.

8 We can do all the depositions on an expedited basis.  
9 But you need to have the right, you know, allegations and  
10 items that you can itemize and know this is a cost, strike  
11 that unit, just take out the number or do the math yourself.  
12 But when they include convoluted math computations you can't  
13 figure out, extrapolation where they're not supposed to, refer  
14 to other defects, so you can't even tell what the cost is for  
15 your particular item, it's very hard to respond.

16 THE COURT: Mr. Young --

17 MR. YOUNG: Your Honor --

18 THE COURT: -- you want to respond?

19 MR. YOUNG: Find a microphone.

20 THE COURT: I'm going to listen to all them before I talk  
21 with you, okay?

22 MR. YOUNG: Aaron Young on behalf of Efficient Electric.  
23 I join in the comments of Mr. Odou and Ms. Splaine. I merely  
24 want to reiterate the fact that the Plaintiff's cost to repair  
25 does not conform to the CMO requirements. In fact, this cost



1 to repair that they produced is virtually nothing like  
2 virtually every cost to repair that's ever been produced in  
3 any case in the last 10, 11, 12 years that I've been  
4 practicing here. It is just lump sums. It doesn't have the  
5 important information, what the construction burden is, what  
6 the labor and material rates are. All those rings required by  
7 the CMO that this Court signed.

8           This cost to repair has none of that. And those  
9 kinds of things are in every cost to repair in all these cases  
10 and things that we vitally need to be able to understand and  
11 assess the cost to repair. The fact that they violated the  
12 CMO is one thing and it's important and it's significant. The  
13 fact that they did so in a case where they know that we have  
14 an extremely short time period to try to fix these problems  
15 with their reports that they knew they had to -- this  
16 information that they knew they had to install is an egregious  
17 abuse of the process.

18           And I think the only fair and equitable result here  
19 should be a dismissal of their or a striking of their cost to  
20 repair. That's all I have. Thank you.

21           THE COURT: Okay. Counsel.

22           MS. SATURN: Good morning, Your Honor. It's a little bit  
23 daunting to go up against 12 attorneys but I'm going to do my  
24 best.

25           THE COURT: Hey, I do it every day.



1 MS. SATURN: I'd first like to address the 194 versus 342  
2 that has been brought up and I understand the confusion having  
3 read your order of November 12th that does mention the 194  
4 homes. And in all candor, we were contemplating doing a  
5 motion for clarification.

6 THE COURT: There's no such thing. I know I see those  
7 all the time. But there's no such thing.

8 MS. SATURN: Okay. Well there are 342 units for this  
9 project and it is clear from Your Honor's ruling that for  
10 appropriate defect issues that affect two or more units at the  
11 project, High Noon has standing to pursue those claims on  
12 behalf of its members.

13 The 194 came from the assignments that we did  
14 initially when the law was somewhat in flux. But the cost of  
15 repair took into account all the 342 units for issues that  
16 fall into that category where it exists in two or more units.  
17 When it existed in only one unit, then we decided we were not  
18 going to pursue that claim and therefore we did not amend the  
19 complaint accordingly to include those homeowners and those  
20 claims.

21 Going to the issue of the seven days, if the order  
22 had stated seven calendar days, perhaps it would have been  
23 clearer to us that we needed to get that cost of repair  
24 completed within seven calendar days. It was our  
25 understanding and I even prepared an email to counsel



1 explaining that it was our understanding based upon Rule 1.14  
2 which mandates that if the prescribed time is less than 11  
3 days, seven is certainly less than 11, weekends are not  
4 included in the computation and therefore we believed we  
5 submitted cost of repair in a timely fashion. And once again,  
6 there is no place in the minute order stating that November  
7 19th was the deadline, further supporting that we did not send  
8 it in improperly or not in a timely fashion.

9           And I believe Mr. Odou has somewhat conceded that  
10 it's not a really big issue for them in the sense that even if  
11 the Court were to find that we were in error and it should  
12 have been seven calendar days, we're talking about a two day  
13 difference and its difficult to show irreparable prejudice.  
14 Although I do understand that time is of the essence and we  
15 are very respectful of that issue.

16           I'm going to just try to hit the salient points  
17 because I believe I included everything in the opposition.  
18 But I guess we organized everything in the cost of repair the  
19 best we could. As stated prior, although it seems like a  
20 tremendous amount of documents, 13,000 plus are actually  
21 photographs and they are categorized. We had a paralegal try  
22 to categorize them further. It was not a timely endeavor and  
23 it seems to me that a motion to strike this report is just  
24 simply too severe a penalty if there are any improprieties or  
25 irregularities that the Court should find in our cost of



1 repair.

2 I do want to point out that the cost of repair as  
3 quoted in the motion was to require that we list the items by  
4 line item to correspond with the final defect list and break  
5 down by cost item labor, materials, overhead and profit for  
6 the cost of repair. This is not the final defect list. So  
7 the final --

8 THE COURT: What do you mean it's not the final defect  
9 list? We have to have a final defect list.

10 MS. SATURN: Right, but my understanding is for this  
11 seven day deadline, we were attempting to make the cost of  
12 repair clearer for the Court based on the voluminous  
13 production of documents. And our expert did the best that  
14 they could certainly within the time constraints. Certainly  
15 if there's other guidance or other things that need to be  
16 done, it seems as though although I understand again that time  
17 is a factor and of the essence, if Defense counsel feels that  
18 there's any prejudice because they were not granted an  
19 extension for a few days, we certainly would have no objection  
20 to doing so or perhaps that point at this time is moot.

21 But just to summarize, we believe that their motion  
22 should be denied, that we provided in a timely fashion the  
23 required and proper cost of repair relating to the 342 units  
24 where we do have standing. I don't believe the standing issue  
25 for units where the issue affects more than two units in the



1 project is even at issue at this point. So that's why we did  
2 take into account all 342 units that fall into that category.  
3 And perhaps we've also been able to explain why there was that  
4 two day difference in understanding as to when that cost of  
5 repair was due.

6 THE COURT: Okay. Well, you know, I'm trying to go back  
7 through the history and understand I've got a bunch of cases  
8 just like you guys all do. And I mean I'm going back to the  
9 beginning of this year and I mean it appears to me that only  
10 194 of your unit owners wanted their units repaired and so  
11 forth and assigned claims to the HOA. I thought we were  
12 dealing with 194.

13 MS. SATURN: And I understand Your Honor's confusion,  
14 misunderstanding, that that 194 was based upon the assignments  
15 that we obtained from the homeowners when we weren't sure how  
16 the decisions were going to come down and whether or not we  
17 would need assignments from everyone. But it appears clear  
18 from Your Honor's November 12th order that it's this Court's  
19 ruling that so long as a defect affects two or more units, the  
20 homeowners association does have standing to pursue their  
21 claims. We did not extrapolate if the defect did not exist in  
22 a hundred percent of the units tested.

23 And but those issues again go to how the case will  
24 proceed, not whether, not --

25 THE COURT: Well I mean, we are three, four months out



1 from trial. We don't even know how many units we're dealing  
2 with? That's what I'm having trouble with.

3 MS. SATURN: Your Honor, we're dealing with 342 units.  
4 That is our understanding. That's our position that in 342  
5 units, there are going to be issues that affect two or more  
6 units and the homeowners association would therefore have the  
7 standing to pursue those claims.

8 THE COURT: On behalf of two or more that have these  
9 issues and I understand, then it gets into how those cases  
10 will proceed. But I am really having a hard time because I  
11 thought we were dealing with 194.

12 MS. SATURN: And I understand and I was not the one  
13 present at that hearing although I understand why there was  
14 that misunderstanding and I believe it was based upon the  
15 assignments that we had provided to the Court not knowing how  
16 the Court was going to rule and what we were going to be  
17 allowed to pursue in terms of standing until some of the cases  
18 came down.

19 But it appears that the categories are there to  
20 delineate how the evidence is presented, how the case  
21 proceeds, not in terms of standing, but in terms of the  
22 evidence put on at trial whether it's in a representative  
23 capacity as a class action, subclass or some other format. So  
24 that is why we were contemplating the motion to clarify but  
25 then we thought we would discuss everything during this motion

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1 and that's why at the end of our opposition we've also  
2 requested that the Court clarifies that if a defect occurs in  
3 two or more units out of the 342, then the Court is not  
4 revoking High Noon's standard to present evidence.

5 And as stated earlier, if it doesn't affect two or  
6 more, if it only affects one unit, we are not pursuing that in  
7 any capacity or looking to get their assignment.

8 THE COURT: Well you can't get their assignment in  
9 essence. You can't represent them. I mean that's what the  
10 Beazer Homes decision says. That the HOA only has standing --

11 MS. SATURN: Right.

12 THE COURT: -- to sue on behalf of two or more. And I'll  
13 be honest with you, I'm very concerned here because I thought  
14 we were dealing with 194 units.

15 MS. SATURN: I understand that, Your Honor, and my  
16 apologies for not perhaps bringing this to the Court's  
17 attention earlier. But there are 342 units and there are  
18 defects that occur in two or more units in those 342 and we  
19 would request that this Court allow us to proceed to represent  
20 the units in which there is a defect in two or more.

21 THE COURT: Okay. Now the issue that's before me is  
22 about the expert reports and I'm getting that from the Defense  
23 that they're -- that even though you've just lumped up a bunch  
24 of papers and that they don't help, they -- I mean that they  
25 can't figure out anything. They don't even know what the cost



1 of all this stuff is. Can you tell me -- in fact, I'll just  
2 use my examples that I've been talking about. Excuse me.  
3 Like for example, can you tell me what is the cost per home of  
4 item 10.02 to repair that constructional defect?

5 MS. SATURN: And Your Honor is stating that that is not  
6 delineated in our cost of repair?

7 THE COURT: I haven't seen your cost of repair.  
8 Remember, they've got the cost of repair. I haven't gotten  
9 anything. But what I want -- I mean I've got a preliminary  
10 revised it appears that which is attached to Defendants'  
11 motion.

12 MR. ODOU: Exhibit P, Your Honor.

13 MS. SPLAINE: Exhibit P, Your Honor, as in Paul is the  
14 Plaintiff's cost of repair and the defect you're asking about  
15 is on then Bates stamped P122284.

16 THE COURT: Okay. So you're telling me that it's \$93,000  
17 total. But that is for 342 units?

18 MR. ODOU: We don't know.

19 MS. SATURN: Well, it's that specific defect I cannot  
20 present to the Court is in 342 units or I'm not comfortable  
21 making that representation without certainty.

22 THE COURT: Well, we are four months before trial. I got  
23 to know this stuff. Defense has to know this stuff. And  
24 frankly, their points are well taken if we do not know how  
25 much per house.



1 MS. SATURN: Then I would have to represent that yes, it  
2 is in the 342.

3 THE COURT: Okay. And then I'm confused. Are we dealing  
4 with 342 or 194 which is what's been told to me for the past  
5 year?

6 MS. SATURN: I apologize for the 194. I never  
7 represented that to the Court and I think --

8 THE COURT: I know you didn't, counsel, but you know the  
9 fact is your firm did.

10 MS. SATURN: Absolutely. And I apologize for any  
11 confusion or misstatements that were made by my firm that has  
12 put us into this difficult situation. But standing here  
13 today, what I do know is that there are 342 units and that  
14 there are defects which affect two or more within the 342 and  
15 that is what we are asking to proceed --

16 THE COURT: I'm sorry. You know what, I'm just going to  
17 say right now, your firm has told me we're dealing with 194  
18 units. We're dealing with 194 units. That's I mean I'm  
19 sorry. I may be get writted [sic] up or whatever, but the  
20 fact of the matter is we are four months before trial. We  
21 cannot go back and say oh we were really meaning 342. And  
22 counsel, and I'm sorry if I am -- I'm frustrated at the  
23 situation, not with you personally. And I hope you understand  
24 that.

25 But the fact of the matter is, the Defense has to



1 know what the cost of repair is for each item individually.  
2 They have to know what the unburdened part is, what the  
3 burdened part is. They need to have this information. And  
4 their point is well taken.

5 MS. SATURN: And I understand, Your Honor, and I  
6 understand the Court's frustration. If we are limited from  
7 342 down to 194 though, then we're really -- the Court is  
8 revoking our standing to represent the other units.

9 THE COURT: Well that's what you guys represented. That  
10 you said look, we've been assigned 194 units.

11 MS. SATURN: And as assignments that were done  
12 prophylactically before we knew how the Court would rule in  
13 terms of the standing issue. That was why we went out there  
14 and got those assignments from the individual homeowners in  
15 case --

16 THE COURT: Well now you say this Court ruling on a  
17 standing issue. Are you saying me or the Supreme Court?

18 MS. SATURN: Supreme Court. And so we did that just as a  
19 cautionary measure, not in any way meaning to limit the rights  
20 of the other homeowners. Because we did not know if Your  
21 Honor would provide us with standing --

22 THE COURT: Well I said you didn't have standing with  
23 respect to the -- that you hadn't met the -- understand what I  
24 ruled that the homeowners association did not have standing to  
25 represent the homeowners with respect to what was going on in



1 their individual units.

2 MS. SATURN: Right.

3 THE COURT: Okay. Because you hadn't met the class  
4 action analysis. Okay. I had ruled that High Noon didn't  
5 have to meet the NRCP 23 criteria with reset to the building  
6 envelope issue and that's what the Supreme Court came down  
7 with and said yeah, you do. So I had to do an order on that  
8 which I did early this year. And so I don't know why we have  
9 to do assignments and all of that when I made these rulings.  
10 And then now we've been focused on these 194 because that's  
11 what the Plaintiff said that they were doing is that they were  
12 representing the 194.

13 MS. SATURN: Well if that was ever represented to the  
14 Court, all I can state at this time is that that was in error.  
15 And that's -- I understand that that's a huge error this late  
16 in the game, but that was in error. And --

17 THE COURT: Can you see how prejudicial this is to the  
18 Defense?

19 MS. SATURN: Absolutely. Absolutely. And I would seek  
20 this Court's guidance to rectify that. I would just ask that  
21 the Court not punish the unit owners and the homeowners  
22 association and the 342 minus 194, however many unit owners  
23 that is that would suffer tremendous prejudice if we were  
24 limited now from 342 down to 194 because of statements that  
25 were undoubtedly made by this firm that were confusing and/or

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1 misleading and/or based on inaccurate information that we had  
2 or just going off of the assignments that we had and not  
3 addressing the bigger issue regarding the standing for the 342  
4 units.

5           So maybe at this time, my best request is for the  
6 Court to take all this under advisement.

7           THE COURT: I know.

8           MS. SATURN: Because I understand that this is perhaps  
9 appearing like an eleventh hour request, but we never intended  
10 nor would we logically ever intend to give up any rights  
11 certainly when it comes to standing and reduce the number of  
12 units that we represent from a 300 plus number to a 100 plus  
13 number. That would never be our intention.

14           But if somehow that was mistakenly conveyed to the  
15 Court and misled the Court, if there's any way that we can  
16 rectify this at this point, even if we are then given three  
17 calendar days to address this in the cost of repair to make  
18 things even clearer, we will certainly do and pounce on our  
19 experts to do whatever we can to undo whatever harm has been  
20 done.

21           THE COURT: Do you have anything else?

22           MS. SATURN: I would just ask that the Court also  
23 recognize that the public policy in Nevada for its, you know,  
24 the parties the right to, you know, have the case decided on  
25 the merits and for that reason the cost of repair should not



1 be stricken and perhaps you know the Court could indulge us in  
2 explaining in an additional supplement either cost of repair  
3 or briefing as to the progress as to how the 342 units were  
4 never intended to be deprived of their rights or their days in  
5 Courts and limited to 194 and that is something we would be  
6 happy to provide more information on.

7 THE COURT: Okay. Thank you.

8 MS. SATURN: Thank you.

9 MR. ODOU: Your Honor, Joel Odou on behalf of DR Horton.  
10 Our suggestion to resolve this would be as follows. That the  
11 November 20th, 2013 Tim Valine cost of repair be stricken  
12 since obviously it's for 342. Regardless of how many homes  
13 are in this case, that cost of repair is non-compliant with  
14 this Court's 2009 order. It's an easy call for the Court to  
15 make. It doesn't prejudice the Plaintiffs. They didn't  
16 comply with this Court's order. That should be stricken.

17 The harder decision --

18 THE COURT: Okay. Now well let's --

19 MR. ODOU: -- is what do you do then going from that  
20 point.

21 THE COURT: Okay. Now which one are you talking about?  
22 I'm sorry.

23 MR. ODOU: Exhibit P. Basically this Court would order  
24 Exhibit P stricken because that cost of repair for six million  
25 dollars is for 342 homes.



1 THE COURT: Okay.

2 MR. ODOU: And it doesn't break down the labor, the  
3 materials or the locations where these repairs are occurring.  
4 So we would request that Exhibit P be stricken. While we  
5 would like the Plaintiff to have to live with the consequences  
6 of commencing this case without a Chapter 40 notice in 2007,  
7 and missing all of the deadlines that have been missed in this  
8 case, we recognize that the Court, that's a very difficult  
9 decision for this Court to make. Certainly that's something  
10 the Court could consider. Something probably the Court should  
11 consider. I'm not going to go into great detail of that.  
12 Some of the subcontractors may want to. But that is certainly  
13 an extreme solution to this problem that's not of our  
14 creation.

15 We've been spouting off and warning that there's  
16 problems with this case ever since it was commenced. We filed  
17 motions to dismiss this case. There will probably be a  
18 renewed motion to dismiss some point in the future. But  
19 that's not before the Court today.

20 To go forward with what we've got so far is really  
21 the question before this Court and what we would suggest  
22 reluctantly is if the Court is going to allow this case to  
23 continue, it certainly should think about whether this case  
24 should continue in this format. If the Court is going to  
25 allow this case to continue, what we would suggest is counsel

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1 for the Plaintiffs can go after Court today and talk to their  
2 expert about getting something that does comply with this  
3 Court's order.

4           We're going to be before Mr. Hale tomorrow at 10:00  
5 a.m. And at that point, they can present to Mr. Hale an  
6 election as to these are the Plaintiff experts that we were  
7 relying upon. These are the final reports that we were  
8 relying upon and/or these are the things that were going to  
9 get fixed and here is the timeframe that we're going to fix  
10 them. In other words, in particular, there's an issue with  
11 the electrical report, there's an issue with the cost of  
12 repair and they can present to Mr. Hale tomorrow their  
13 solution as to when they will have a compliant cost of repair  
14 that lists out preferably by home because we're still going to  
15 have additional issues and by location as to where these  
16 repairs are occurring, what the labor rate is, what the  
17 burden, what the overhead, what the materials are. That is a  
18 possible solution to this and it would give the Plaintiffs an  
19 opportunity to discuss today how they can at least rectify  
20 some of this problem.

21           The larger issue is with the holidays coming up, I  
22 don't know how long it's going to take them and I'm sure  
23 counsel doesn't know how long it's going to take them to get  
24 this fixed. Once that does get fixed, then the subcontractors  
25 and DR Horton all have to scramble to respond to that. There

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1 are a number of experts leaving town for the holidays.  
2 There's -- it's a nightmare trying to get an expert report  
3 done over the holidays, but you know certainly it's something  
4 that we can coordinate with our experts and discuss with Mr.  
5 Hale tomorrow.

6           So while there certainly is lots of reasons why the  
7 Court could strike it without leave to amend, I'm going to  
8 assume that it's likely that the Court is going to strike it  
9 with leave to amend and actually submit a compliant cost of  
10 repair that would be -- that would cure some of the problems.  
11 It's not going to alleviate the prejudice to the parties. But  
12 at least it would allow the parties to know the same three  
13 questions that we want to know in every construction defect  
14 case, what is it, where is it and how much is it going to cost  
15 me. And I don't think that's asking for too much considering  
16 the length of time that this case has been pending.

17           So that would be our request if you will. And  
18 barring that that doesn't resolve the prejudice, we certainly  
19 can renew motions to dismiss at a later time. We also suspect  
20 that we may need to take the depositions of Plaintiff's  
21 experts in order to be able to respond to some of these things  
22 and certainly that was one of the things -- one of the forms  
23 of relief that we had requested in our motion was strike that  
24 report. If they're going to be allowed to amend it and give  
25 us one, they need to find out how quickly they can get that to

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1 us, address that with Mr. Hale tomorrow and then when can  
2 these experts be produced for depositions so that we may  
3 inquire and then we can certainly knowing when those things  
4 happen, we can certainly discuss with Mr. Hale how we can  
5 respond to those.

6 I just got to tell you, we are doing the best that  
7 we can to respond to this stuff.

8 THE COURT: I know all of you guys are doing the best you  
9 can. I mean and we've got all these trials coming up all at  
10 the same time. And I knew this was going to happen once those  
11 standing -- once that standing decision happened. I knew it.

12 MR. ODOU: I know.

13 THE COURT: And here we are.

14 MR. ODOU: I know, experts that were, you know, begging  
15 for work two years ago, now they're all its too much.

16 THE COURT: Uh-huh.

17 MR. ODOU: So that would be our suggestion. I'm sure  
18 some of the subcontractors probably want to chime in and I  
19 certainly don't speak for them.

20 THE COURT: Okay.

21 MS. SPLAINE: Your Honor, Shannon Splaine. I join in Mr.  
22 Odou's comments. My only point would be that unlike the Court  
23 in Dorrell cases, Plaintiff several years ago went out and  
24 contacted their unit owners and asked them if they wanted to  
25 be involved in this lawsuit and got assignments. That's --



1 that was a unique detail that's unlike the other cases.

2 One of the questions that we have argued to the  
3 Supreme Court and throughout all these different cases is  
4 whether or not these unit owners even want to be party to a  
5 lawsuit and have their units which they own involved in the  
6 litigation. This Plaintiff went out and asked them all back  
7 then, do you want to be part of a lawsuit and if you do, give  
8 me an assignment of your rights. That's how the 194 came to  
9 be. It shouldn't matter that then the Supreme Court came back  
10 later and talked about different HOA sitting. We know whether  
11 or not those people wanted to be a party to this lawsuit or  
12 not. 194 of them back then said yes, here's my assignment.

13 The Defense are being severely prejudiced in this  
14 case because we had to rely on that and we have been relying  
15 on it since Your Honor's order and now the Plaintiff is saying  
16 oh, because now the Supreme Court's come back and now Your  
17 Honor, we think it's 342. But we know those unit owners  
18 didn't want to be a party to this lawsuit. And that's a  
19 telling factor in this case.

20 You know, Your Honor, that 194 of them back then  
21 wanted to be involved in this case. The Court has asked us in  
22 multiple cases, which Plaintiffs care about issues in their  
23 homes? Who has concerns? We know that answer in this case.  
24 So the Plaintiff isn't prejudiced by not getting the 342.  
25 They're representing the people who said I want to be



1 involved, I care about my unit.

2           So the Defense should be entitled to rely on that  
3 and say the world of this case is the 194 and then let's look  
4 at the testing and the data that Plaintiff did and say if it's  
5 found at a hundred percent of the units, then the HOA can sue  
6 in that representative class capacity and extrapolate that  
7 data. And if it was found at under 40, let's say that only 10  
8 of 15, that the HOA is only suing in a representative  
9 capacity, they assign people for those ten units. Because  
10 that issue exists at those ten units and that's what's going  
11 to get presented to a jury.

12           To now come back three months before trial and say  
13 oh, we want to go back and now we want to represent all 342  
14 who may or may not have actually wanted to be in the lawsuit  
15 but now we're going to drag them in any way is absurd.  
16 Because those people had the election to be in or not be in by  
17 giving an assignment. They chose that path. So we should be  
18 limited to those 194.

19           I understand that there may be people who are upset  
20 because there's new owners now. But that gets into the whole  
21 subsequent purchaser issue that isn't even before Your Honor.  
22 But Plaintiff presented a case and years later the  
23 subcontractors had no responsibility for improperly filing it  
24 or why it's dragged on this long, should be bound by that.  
25 The Plaintiff keeps saying, you know, the homeowners will be



1 prejudiced. So are the Defense. We've been in this case for  
2 years not knowing which claims exist, not knowing which units  
3 are in. And then but the understanding was the whole time,  
4 there's assigned people. These people have said I care about  
5 my unit, I want to pursue claims.

6           So we should be entitled to rely upon that and not  
7 now have to come back and say oh, well I know you didn't want  
8 to be in the lawsuit or assign your rights, but hi, welcome to  
9 the lawsuit anyway and go forth with that. It affects our  
10 defense inspections because if the HOA can't get me access  
11 whether they wanted to be in the lawsuit or not, that's going  
12 to affect our ability to respond to these claims.

13           And so there's more prejudice on this side of the  
14 fence than there is to the HOA unfortunately and so we think  
15 that the Court should limit Plaintiff to the 194 assigned  
16 claims, that Your Honor should follow the ruling that we  
17 believed applied which was the hundred percent and then the  
18 specific unit representative standing. I think the cost of  
19 repair should be stricken and I think that Plaintiff could  
20 probably in a very, very short period of time produce a cost  
21 of repair that complies with what it should comply with under  
22 those guidelines and then the Defense can move forward with  
23 this case to prepare for trial.

24           But to let Plaintiff now have 342 units and start  
25 all over again essentially severely affects the



1 subcontractors. And our ability to defend this case. So for  
2 those reasons, we think Your Honor should limit the case to  
3 the 194, strike the cost of repair, but I begrudgingly concede  
4 allow them to have a new cost of repair that actually complies  
5 with the Court order for the 194 and delineate out those items  
6 so that we can address them properly in the depositions.

7 THE COURT: Okay. This is what I'm going to do. You  
8 know, I'm going back a year and I know we were talking about  
9 194 signed claims. Oh, I'm sorry, Mr. Young, you wanted to  
10 say something?

11 MR. YOUNG: If I could just briefly, Your Honor.

12 THE COURT: Sure.

13 MR. YOUNG: I guess I disagree with my colleagues on the  
14 Defense side just a little bit with respect to the cost of  
15 repair. As a subcontractor, any delays in the production of  
16 documents from the Plaintiffs, from the developer, especially  
17 when we have a hard trial date, falls hardest on us. We're  
18 the ones who have the then ten day window to produce our  
19 reports or to do something because there's an end date that  
20 everything has to be done regardless of what happens before.  
21 So Plaintiffs get over and over again extensions on time to do  
22 things, developers get extensions on time to do things.  
23 Subcontractors get nothing. Because the deadline has come and  
24 we've got to get things done. So subcontractors are the ones  
25 that are the most prejudiced when these extensions are



1 granted.

2 In this case, particularly because the Plaintiff  
3 produced a cost of repair that no one ever produces. They all  
4 include labor rates, they all include material rates, they all  
5 include construction burdens. Every single one of them for  
6 over a decade that I've been doing this produces that kind of  
7 thing with maybe one or two exceptions that we all squawk  
8 about.

9 But that at the end of the day with the four months  
10 to trial, that is the -- this lump sum number is the only  
11 thing that Plaintiffs produced for us. There is no time left  
12 to -- for us to respond effectively to defend our clients in a  
13 responsible and effective manner with the material that they  
14 provided. The only fair situation, the only thing that we can  
15 really do to bring some equity into the situation is to strike  
16 the cost of repair.

17 The only other option that I would throw out to the  
18 Court is pick the trial date. Choose a trial date to another  
19 time.

20 THE COURT: I'd love to but it's a five-year case.

21 MR. YOUNG: Well again, Your Honor, they have -- the  
22 people who have been stringing this case along delaying  
23 things, that is the Plaintiffs. And if the situation comes to  
24 the fore that the calculation is correct, the Plaintiff's  
25 calculation is correct, that the trial date needs to be where

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1 it is now or if they miscalculated and it should be maybe in  
2 September or something, they get a free pass.

3 THE COURT: Can I ask you something and understand I've  
4 been involved with what is a four week trial right now. And I  
5 haven't been able to get at my desk except to sign proposed  
6 orders and things and you know I'm reading at night in terms  
7 of preparing for my hearings. Is there a motion in this case  
8 that's on my desk about the five-year rule?

9 MR. YOUNG: I didn't believe so, no.

10 MS. SPLAINE: No, Your Honor, there's not.

11 THE COURT: Okay. I didn't think so but I wasn't sure.

12 MR. YOUNG: That would be the only other option that I  
13 would throw out. The only one that would seem fair to all the  
14 parties and the Plaintiffs can gamble a little bit on their  
15 calculation of a triangle.

16 THE COURT: That's a big gamble.

17 MR. YOUNG: Well it's a gamble to produce an extremely  
18 non-compliant cost of repair as well in a case where we have a  
19 very short time period in which to complete all the discovery  
20 that needs to be completed.

21 THE COURT: Okay. This is what I'm going to do. I am  
22 going to grant the motion to strike the expert reports. Only  
23 I'm going to only strike the cost of repair which is itemized  
24 as Exhibit P to Defense motion and that's the preliminary  
25 revised cost of repair summary prepared by Tim Valine



1 Construction, Inc. on November 20th, 2013. It is not what I  
2 envisioned at all. It's got to -- I have to agree with the  
3 Defense, it's got to have cost of materials. It's got to have  
4 the burden costs. It's got to show unburdened figures.

5 So what I am going to allow the Plaintiff to do  
6 though is that I want to see a or I should say the Defense is  
7 going to get a finalized cost of repair which will have all of  
8 those things not later than December 25th. I don't care about  
9 judicial days or anything. If it is not done by then, then  
10 you're not going to come to trial with a cost of repair.

11 Now I appreciate in trial that material costs  
12 change. I get that. And I have no problem with  
13 Defense/Plaintiff's experts talking about, you know, we  
14 prepared, we've got this final version just before trial  
15 because it does encompass the different costs of repairs or  
16 maybe labor rates have changed a little bit. But we're just  
17 talking about the tweaks at that point. We're not talking  
18 about, you know, major changes at that point. Okay.

19 So I will allow the Plaintiff to do that. And then  
20 as far as response, I think that's something I'm going to let  
21 Mr. Hale deal with on that. Counsel, I appreciate I've been  
22 really -- and we are dealing with 194 homes. I don't know  
23 where that figure came. I know I never made a ruling on this.  
24 But it's been over a year. The Defense has relied on it. No  
25 one has dispelled that figure as far as I could see in looking

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1 at this. So it's 194 homes.

2 MS. SATURN: Your Honor, I believe as counsel stated that  
3 that was the number of the assignments, not that the other  
4 individuals didn't want to participate and we'd be dragging  
5 them, we just stopped at that point. And I know that all 342  
6 want to be included if possible. So I would just ask again  
7 that the Court consider not -- because in effect if we're  
8 limited to 194, that takes away our standing to bring the  
9 actions on behalf of the other units.

10 THE COURT: Well you -- counsel, I think you're going to  
11 have to go through the history. You're going to have to bring  
12 a motion for reconsideration or something. But I'm just  
13 looking at this history and we've been dealing with 194 for a  
14 long time. And I don't know why. Except that Plaintiff put  
15 it out there that we've got 194 homes.

16 MS. SATURN: Perhaps prior counsel stated that we have  
17 194 homes that we have signed up. That if we're not given  
18 standing to represent every unit if it's two or more defects,  
19 then at least at a bare minimum we do have these 194 locked  
20 in. It's not that we went to the other homeowners and they  
21 said they weren't interested. We just because the law was in  
22 flux, we were hoping that NRS would save the day and if it was  
23 two or more, then all 342 would be included.

24 THE COURT: Well, I think you're going to have to bring a  
25 motion for reconsideration and convince me because now I am

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1 very worried about this trial and if the Defense, they were  
2 under the impression we were dealing with 194. I thought we  
3 were dealing with 194. And I'd have to literally spend  
4 probably over an hour going through the history of this case  
5 to figure out why and I'm not going to do it right now. And I  
6 don't know why. I just don't but I know the Defense and I  
7 were on the same page and I don't know what's going on in  
8 terms of that. But we're dealing with 194.

9 MS. SATURN: For the finalized cost of repair which is  
10 due December 25th cannot include the 342 units?

11 THE COURT: Well if you feel comfortable having your  
12 expert do two and do your motion for reconsideration, fine.  
13 But you might give Defense both just in case.

14 MR. ODOU: Your Honor, the cost of repair just to save us  
15 another trip back here, the Plaintiff's position in their  
16 reply brief was it didn't require -- the cost of repair didn't  
17 have to be tied to or made into a specific address. We think  
18 it does. Because otherwise you don't know the labor rate to  
19 fix anything. And so in your ruling just a few moments ago,  
20 you said that the cost of repair should include costs,  
21 materials, burdened, unburdened, labor.

22 THE COURT: Well let me back up though. With those that  
23 we're treating as a class, I think that they can use  
24 generalized numbers in terms of -- but they've got to have at  
25 least what is the --



1 MR. ODOU: The unit cost.

2 THE COURT: -- huh?

3 MR. ODOU: Unit cost, right? The Court would envision --

4 THE COURT: They'd be able to still -- they wouldn't --

5 okay. With respect to the hundred percent --

6 MR. ODOU: Yes.

7 THE COURT: Okay. I think that they can say go through  
8 and say well cost per unit would be this, multiply that by 194  
9 and this is what you get for a figure. This is the unburdened  
10 cost, this is the material cost. You get to that unburdened,  
11 then you get to the burdened part and this would be the cost  
12 per unit, multiply that by 194, voila, you get your figure for  
13 this particular defect.

14 With the subclass, you're just dealing with the --  
15 let's say you got 40. Then you have to pretty much identify  
16 which residences you're talking about but then I think the  
17 Plaintiff can still do it in terms of generalized proof with  
18 respect to those 40. Okay. Meaning that okay, this is how we  
19 get to the unburdened part. Here, add the burden and voila  
20 this is what it is per unit, multiply it by 40, here you go.

21 MR. ODOU: It's the per unit information that we've been  
22 missing.

23 THE COURT: Okay.

24 MR. ODOU: And that's really what is and the Court  
25 answered my question. Thank you.



1 THE COURT: Okay. Of course it's going to get a little  
2 dicey and I have to think how we're going to do this when  
3 you've got maybe three units have got a particular defect.  
4 They may be in the class of 40 or they may be in the class of  
5 100, you know, it's going to get kind of confusing that way.  
6 And we got to think about that in terms of preparing for  
7 trial. But I've got two other trial protocols to write first  
8 before I write this one.

9 But that's what I am envisioning. I mean as far as  
10 putting together a cost of repair. Okay. All right.

11 MR. ODOU: Thank you, Your Honor

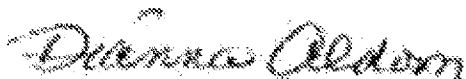
12 GROUP RESPONSE: Thank you, Your Honor.

13 THE COURT: All right. Thank you.

14 [Proceedings Concluded at 10:50 a.m.]  
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ATTEST: I do hereby certify that I have truly and correctly transcribed the audio/video recording in the above entitled case to the best of my ability.



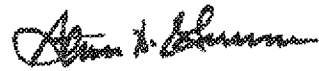
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Dianna Aldom, CET\*\*236, Transcriber



## EXHIBIT 5





CLERK OF THE COURT

1 RPLY

2 Paul P. Terry, Jr. (Nev. Bar 7192)  
3 John Stander (Nev. Bar 9198)  
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10 Facsimile: (702) 990-2018  
11 Attorneys for Plaintiffs

12 DISTRICT COURT  
13 CLARK COUNTY, NEVADA

14 HIGH NOON AT ARLINGTON RANCH  
15 HOMEOWNERS ASSOCIATION, a Nevada  
16 non-profit corporation, for itself and for all  
17 others similarly situated,

18 Plaintiffs

19 v.

20 D.R. HORTON, INC. a Delaware Corporation  
21 DOE INDIVIDUALS, 1-100, ROE  
22 BUSINESSES or GOVERNMENTAL  
23 ENTITIES 1-100 inclusive

24 Defendants.

Case No. 07A542616  
Dept. XXII

PLAINTIFF'S REPLY TO OPPOSITION  
TO MOTION FOR DECLARATORY  
RELIEF RE: STANDING PURSUANT TO  
ASSIGNMENT AND PURSUANT TO NRS  
116.3102(1)(d)

Date: November 10, 2010  
Time: 9:30 a.m.

25 COMES NOW Plaintiff, HIGH NOON AT ARLINGTON RANCH HOMEOWNERS  
26 ASSOCIATION ("Association") by and through its attorneys, ANGIUS & TERRY LLP,  
27 respectfully submits PLAINTIFF'S REPLY TO OPPOSITION TO MOTION FOR  
28 DECLARATORY RELIEF RE: STANDING PURSUANT TO ASSIONMENT AND  
PURSUANT TO NRS 116.3102(1)(d).



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1 [W]e conclude that where NRS 116.3102(1)(d) confers standing on  
2 a homeowner's association to assert claims on matters affecting the  
3 common interest community, a homeowners' association has  
standing to assert claims that affect individual units.

4 *First Light II*, 215 P.3d at 702-703. D.R. Horton's entire argument is based upon the CCR's  
5 conferring maintenance responsibility on the homeowners, and not the Association. That fact is  
6 entirely irrelevant after *First Light II*. The pertinent questions in this matter are 1) whether the  
7 assignments obtained by the Association confer standing on the Association for all of the claims  
8 arising from those assigned units; 2) Whether by virtue of the assignments, the Association has  
9 standing to pursue the "building wide" defects which affect and damage the assigned units; and  
10 3) whether pursuant to NRS 116.3102(1)(d), the Association has standing to pursue the  
11 "building wide" defects which, by their very nature affect two or more unit owners and the  
12 common interest community.  
13

14 In its Opposition, D.R. Horton all but ignores the fact that, completely apart and aside from  
15 standing conferred by NRS 116.3102(1)(d), Association has standing pursuant to assignment to  
16 pursue all of the claims within 199 units<sup>2</sup> in which Association has received an assignment from  
17 the homeowners. D.R. Horton's only argument in this regard is 1) to criticize the language of  
18 the assignment form, without arguing, much less supporting with authority, how that might  
19 render the assignments ineffective; and 2) making the nonsensical argument that somehow *First*  
20 *Light II* precludes the use of assignments. There is absolutely nothing in the *First Light II*  
21 decision that could be interpreted as preventing an association from obtaining assignments, and  
22 obtain standing in that manner. The law of assignments is as old, well established and iron clad  
23  
24  
25  
26

27 <sup>2</sup> Five additional assignments have been received by the Association since the motion was filed. An updated  
28 chart of units assigned is attached hereto as Exhibit 2.



1 as the law of contracts—the homeowners have every right to assign the claims that they possess  
2 to the Association, and 199 of the homeowners at High Noon at Arlington Ranch did so.

3 Moreover, D.R. Horton does not address at all the argument that the assignments also give  
4 Association standing to pursue building envelope, fire wall and structural claims in buildings for  
5 which the Association has received an assignment (again completely aside from NRS  
6 116.3102(1)(d) conferred standing). Association possesses assignments of units in 107 of the  
7 114 buildings. Since the assigning homeowner is damaged by, and has standing to pursue  
8 claims relating to the “building wide” defects in those buildings, so too does the Association by  
9 virtue of the assignments. See Footnote 1 and the Affidavit of Thomas L. Sanders.

11 D.R. Horton asserts multiple times in its brief that Association does not identify the defects,  
12 ignores the mandates of *First Light II*, and does not present a Rule 23 analysis. None of these  
13 charges are true, and frequent repetition by D.R. Horton does not make them so. Indeed, the  
14 defects, together with details of the inspections and where the defects were identified, are all  
15 present in the motion—all of Plaintiff’s expert reports and matrices of defect observations are  
16 appended to the motion.

18 Contrary to D.R. Horton’s pronouncements, Association neither ignores nor “seeks to  
19 abrogate” the holding of *First Light II*. Rather, Association seeks to apply the holding and  
20 rationale of *First Light II* to the facts of this case. As Association points out in its moving  
21 papers, the *First Light II* decision requires a Rule 23 analysis only with regard to an analysis of  
22 NRS 116.3102(1)(d) standing concerning purely individual claims (i.e. claims involving the  
23 interior of the units. A careful and correct reading of the *First Light II* case reveals that the  
24 Court does not require such an analysis where, as here, the Association is only asserting NRS  
25 116.3102(1)(d) standing with regard “building wide” defects which by their nature affect two or  
26 more unit owners, such as defects in the building envelope, the structural system and the fire  
27  
28



1 resistive system. Notwithstanding this argument, however, in its moving brief, plaintiff goes  
2 into a detailed Rule 23 analysis. D.R. Horton's repeated assertions in its Opposition Brief that  
3 plaintiff doesn't make a Rule 23 analysis is odd, to say the least.

## 4 **II. ARGUMENT**

### 5 **A. CLARIFICATION OF CLAIMS FOR WHICH ASSOCIATION ASSERTS** 6 **STANDING**

7 In its Opposition, D.R. Horton makes it appear that there is confusion as to the defects for  
8 which Association claims standing, and the source of that standing. D.R. Horton is feigning  
9 confusion. Nonetheless, the Association takes this opportunity to ensure that there is no  
10 confusion on the issue.  
11

12 With regard to the 199 units for which Association has assignments, Association asserts  
13 standing pursuant to those assignments for all claims arising from and relating to those units.

14 With regard to the 107 buildings in which assigned units are located, Association asserts  
15 standing pursuant to the assignments for all defects in the building envelope (roofs, decks,  
16 windows, doors, stucco), the fire resistive system, and the structural system. These is so  
17 because the assignor units are affected by and damaged by those "building wide" defects, and  
18 therefore have standing to redress those issues. Those claims, along with their other claims  
19 against D.R. Horton, have been assigned to Association.  
20

21 With regard to all buildings in the development, Association asserts standing pursuant to  
22 NRS 116.3102(1)(d) to pursue claims for all defects in the building envelope (roofs, decks,  
23 windows, doors, stucco), the fire resistive system, and the structural system. This is so because  
24 those defects by their "building wide" nature affect two or more unit owners, and affect the  
25 common interest community. See Footnote 1 and the Affidavit of Thomas L. Sanders.  
26  
27  
28



1           **B. ASSOCIATION'S STANDING PURSUANT TO ASSIGNMENTS**

2           **1. The *First Light II* Holding Does Not Preclude The Use Of Assignments**

3           D.R. Horton argues, without any support or analysis, that the *First Light II* holding  
4 precludes the use of assignments to obtain standing. See Opposition Brief, p. 2:16-19. This  
5 argument is entirely baseless. The *First Light II* case addresses an Association's statutory  
6 standing derived from the language of NRS 116.3102(1)(d). This statutorily based standing is  
7 entirely unrelated to the contractually based standing derived from the assignments executed by  
8 the homeowners. The *First Light II* Court did not address the use of assignments at all. There  
9 is nothing in either the language or the rationale of that case to preclude the use of assignments to  
10 confer standing to the Association.  
11

12           D.R. Horton's apparent position is that if the Association does not have statutory standing  
13 then the Association cannot be given standing contractually through Assignment. This  
14 argument is patently absurd. An individual's rights and claims can contractually be given via  
15 assignment, irrespective of whether the recipient has rights or claims of its own. Claims  
16 transferred through assignment have been long recognized in Nevada jurisprudence. See  
17 *Feusier v. Sneath*, 3 Nev. 120 (1867); *Sadler v. Immel*, 15 Nev. 265 (1880). There is absolutely  
18 nothing novel about assignments, and there is nothing unusual about the assignments that the  
19 High Noon at Arlington Ranch homeowners gave to their Association.  
20

21  
22 ///

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1                   **2. There Is Nothing In The Language Of The Assignment That Renders It**  
2                   **Invalid**

3           D.R. Horton takes issue with certain of the language in the assignments. Particularly, D.R.  
4 Horton does not agree with the statement that it has failed to make repairs to the buildings.  
5 D.R. Horton clings to the fiction that its failure to repair the defective buildings is somehow due  
6 to a perceived failure of Plaintiff to comply with Chapter 40. The fact is that Plaintiff has  
7 complied with Chapter 40, and has made the units available D.R. Horton for inspection and or  
8 repair. Rather than repair, however, D.R. Horton has chosen to challenge, at every turn, the  
9 Association's standing to bring this action with regard to the buildings. However, this  
10 disagreement between D.R. Horton and Association as to the reason that D.R. Horton has failed  
11 to make repairs is entirely immaterial to the issues presented in this motion.  
12

13           Even if D.R. Horton is right (which it is not), and the reasons stated in the assignment  
14 for D.R. Horton's failure to repair the buildings did not recite the whole picture, the assignments  
15 would not be rendered invalid. It must be noted that while D.R. Horton expends considerable  
16 energy ranting about the language in the assignments, D.R. Horton does not make the argument,  
17 much less provide authority for the proposition that the offending language in the assignments  
18 renders them invalid. That is because it is not so. The operative language in the assignments is  
19 the assignment of claims. If there is opinion in the recitations with which D.R. Horton does not  
20 agree, it does nothing to affect the legal efficacy of the assignment.  
21

22                   **3. The Assignments Give Association Standing To Pursue Claims With Regard**  
23                   **To The Building Envelope, Structural System and Fire Resistive System in**  
24                   **Buildings In Which Association Has Assigned Claims**

25           Where Association has the assignment of one homeowner in a building, Association  
26 steps into the shoes of that homeowner, and therefore has standing to assert all claims that the  
27 homeowner has with regard to the building. That includes all of the defects that exist within the  
28



1 building which affect that unit. Each homeowner in the building, and thus the Association as  
2 assignee of one or more of the homeowners, is affected by defects to the fire resistive system,  
3 the structural system and to the building envelope. This is so because defects arising from those  
4 defects will necessarily impact the rights of the assigning homeowners. See Footnote 1 and the  
5 Affidavit of Thomas L. Sanders. The assigning homeowners have standing to redress those  
6 defects which affect their units—and those rights have been assigned to Association by virtue of  
7 the assignments.  
8

9 It must be noted that D.R. Horton did not produce any argument or authority contrary to  
10 the fact that one assignment in a building gives the Association standing to pursue all “building  
11 wide” defects in that building. Failure to oppose an argument may be deemed an admission that  
12 the point is meritorious. See *Ozawa v. Vision Airlines, Inc.*, 216 P.3d 788, 793 (Nev. 2009),  
13 citing *Bates v. Chronister*, 100 Nev. 675, 682.  
14

15 The lack of argument by D.R. Horton against this conclusion is likely because it is an  
16 irrefutable conclusion that follows one of the most basic and well established principals of  
17 law—a defect caused on one person’s property which adversely affects a second person’s  
18 property, gives rise of a claim by the second person to redress the problem. If a defect, no  
19 matter where located in a shared building, proximately causes damage to a property owner  
20 within that building, that property owner has a claim to redress the defect (and thus has the  
21 ability to assign that claim.)  
22

23 ///

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1 C. STANDING PURSUANT TO NRS 116.3102(1)(d)

2 In addition to the standing conferred by the assignments, Association also has standing  
3 pursuant to NRS 116.3102(1)(d).<sup>3</sup>

4 1. Association Does Not Seek to Either Disregard or Overturn The *First Light*  
5 *II* Decision

6 D.R. Horton argues that Association seeks to have this Court "overrule" or disregard the  
7 *First Light II* decision. Such is not the case. It goes without saying that the *First Light II*  
8 decision is binding upon this matter, and this Court must adhere to the dictates of that decision.  
9 Association does not urge the Court to disregard the *First Light II* decision. Rather, Association  
10 urges this Court to correctly read, and apply, the holding of that decision to this case.

12 It must be recognized that the *First Light II* decision addressed a factual scenario where  
13 the defects were in the individual units and therefore only affected one homeowner. In that  
14 situation the *First Light II* Court held that a Rule 23 analysis must be applied. Here, on the  
15 other hand, Association is only asserting claims that are "building wide" and that by their very  
16 nature affect every homeowner in the building. See Footnote 1 and the Affidavit of Thomas L.  
17 Sanders. Therefore, and for the reasons set forth in the Moving Papers, Association urges that a  
18 correct reading of the *First Light II* decision mandates a finding that Association has standing  
19 pursuant to NRS 116.3102(1)(d), without application of a Rule 23 analysis, as this Court  
20 recognized in *View of Black Mountain Homeowners Association Inc. v. The American Black*  
21 *Mountain Limited Partnership, et al.* See Order, Exhibit 8 to Moving Papers at p. 5.

23 ///

24 ///

26 \_\_\_\_\_  
27 <sup>3</sup> With regard to many of the units and buildings, there is overlapping standing. Association is asserting standing  
28 for those units and buildings pursuant to assignment, and also pursuant to statute.



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**Elevation 'B'**

<b>Addresses</b>	<b>RHA Visual Inspection</b>	<b>RHA DT Inspection</b>	<b>RHA Total Inspected</b>
8639 Horizon Wind			
8650 Horizon Wind	X	X	X
8659 Horizon Wind			
8670 Horizon Wind	X	X	X
8679 Horizon Wind			
8690 Horizon Wind			
8720 Horizon Wind			
8739 Horizon Wind		X	X
8750 Horizon Wind	X		X
8759 Horizon Wind	X		X
8779 Horizon Wind	X		X
8780 Horizon Wind	X		X
8810 Horizon Wind	X	X	X
8829 Horizon Wind			
9430 Thunder Sky	X		X
9450 Thunder Sky	X		X
9470 Thunder Sky	X		X
8628 Tom Noon			
8637 Tom Noon	X		X
8648 Tom Noon			
8657 Tom Noon			
8668 Tom Noon	X		X
8679 Tom Noon	X	X	X
8688 Tom Noon			
8708 Tom Noon	X		X
8717 Tom Noon	X		X
8728 Tom Noon			
8739 Tom Noon			
8748 Tom Noon			
8757 Tom Noon	X		X
8768 Tom Noon	X		X
8777 Tom Noon			
8788 Tom Noon			
8808 Tom Noon			
8817 Tom Noon			
8828 Tom Noon		X	X
8645 Traveling Breeze			
8664 Traveling Breeze			
8665 Traveling		X	X



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Breeze			
8684 Traveling Breeze			
8685 Traveling Breeze			
8694 Traveling Breeze	X	X	X
8715 Traveling Breeze			
8734 Traveling Breeze			
8735 Traveling Breeze			
8754 Traveling Breeze			
8755 Traveling Breeze	X		X
8775 Traveling Breeze		X	X
8794 Traveling Breeze			
8795 Traveling Breeze			
8814 Traveling Breeze			
8815 Traveling Breeze			
8824 Traveling Breeze			
<b>53 Total Addresses</b>	<b>19</b>	<b>9</b>	<b>23 of 53</b>



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**1.0 TILE ROOFS**

**1.01 Defect: Field Area - General**

- a. Broken Field Tile
- b. Chipped Field Tile
- c. Slipped or Unsecured Field Tile
- d. Exposed Underlayment
- e. Debris On or Under Tiles
- f. Torn, Cut or Deteriorated Underlayment
- g. Sheathing Nails Protrude Above Substrate
- h. Penetrations Separation Inadequate

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 45 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8678 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**



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- b. 48 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze**
- c. 8 Buildings: 9480 Thunder Sky, 8764 Traveling Breeze, 8798 Tom Noon, 8818 Tom Noon, 8674 Traveling Breeze, 8675 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze
- d. 38 Buildings: 8669 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8678 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**



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- c. **5 Buildings:** 8649 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, **8825 Traveling Breeze**
- f. **7 Buildings:** 8729 Horizon Wind, 8749 Horizon Wind, 8638 Tom Noon, 8654 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**
- g. **4 Buildings:** 8649 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon, **8825 Traveling Breeze**
- h. **13 Buildings:** 8799 Horizon Wind, 8758 Tom Noon, **8790 Horizon Wind, 8800 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8667 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8825 Traveling Breeze**



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**Observed Defective at Elevation B:**

- a. **38 Buildings:** 8650 Horizon Wind, 8750 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- b. **33 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, **8659 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8688 Tom Noon, 8777 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8824 Traveling Breeze**
- c. **7 Building:** 8694 Traveling Breeze, **8739 Horizon Wind, 8648 Tom Noon, 8645 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze**



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- d. 25 Buildings: 8650 Horizon Wind, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8755 Traveling Breeze, **8659 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8788 Tom Noon, 8685 Traveling Breeze, 8715 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- e. 6 Buildings: 8650 Horizon Wind, 8750 Horizon Wind, 8679 Tom Noon, **8657 Tom Noon, 8685 Traveling Breeze, 8814 Traveling Breeze**
- f. 0 Buildings:
- g. 3 Buildings: 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze
- h. 3 Building: 8679 Tom Noon, **8628 Tom Noon, 8715 Traveling Breeze**

**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8689 Tom Noon, 8718 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, **8667 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon**
- b. 61 Buildings: Defective plus - 8740 Horizon Wind, 8749 Horizon Wind, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, **8819 Horizon Wind, 8820 Horizon Wind, 8678 Tom Noon, 8818 Tom Noon, 8675 Traveling Breeze, 8825 Traveling Breeze**



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- c. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , *8669 Horizon Wind*, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8655 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze**
- d. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8644 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8800 Horizon Wind, 8809 Horizon Wind, 8667 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8784 Traveling Breeze**



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- e. **61 Buildings:** Defective plus - 8640 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze**
- f. **19 Buildings:** Defective plus – 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze
- g. **19 Buildings:** Defective plus – 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**



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- h. **61 Buildings:** Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8647 Tom Noon, 8678 Tom Noon, 8747 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze**



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**Investigated for Defect at Elevation B:**

- a. **51 Buildings:** Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694 Traveling Breeze, **8679 Horizon Wind, 8690 Horizon Wind, 8684 Traveling Breeze**
- b. **51 Buildings:** Defective plus - 8637 Tom Noon, 8668 Tom Noon, 8757 Tom Noon, 8755 Traveling Breeze, 8775 Traveling Breeze, **8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8657 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8735 Traveling Breeze, 8754 Traveling Breeze, 8815 Traveling Breeze**
- c. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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- d. 51 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 8668 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8679 Horizon Wind, 8690 Horizon Wind, 8657 Tom Noon, 8777 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8734 Traveling Breeze**
- e. 51 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- f. 11 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- g. 11 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**



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- h. **51 Buildings:** Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**

**Projected Defective at Elevation A:**

- a. **45 Buildings:** (74% x 61) with a repair at 3 broken field tiles per building.
- b. **48 Buildings:** (79% x 61) with a repair at 2 chipped tiles per building.
- c. **8 Buildings:** (13% x 61) with a repair at 2 unsecured field tiles per building.
- d. **38 Buildings:** (62% x 61) with repairs made where they occur in conjunction with other repairs.
- e. **5 Buildings:** (8% x 61) with repairs made where they occur in conjunction with other repairs.
- f. **7 Buildings:** (37% x 61) with repairs made where they occur in conjunction with other repairs.
- g. **4 Buildings:** (21% x 61) with repairs made where they occur in conjunction with other repairs.
- h. **13 Buildings:** (21% x 61) with a repair at 1 pair of penetrations per building.



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**Projected Defective at Elevation B:**

- a. 39 Buildings: (75% x 53) with a repair at 3 broken field tiles per building.
- b. 34 Buildings: (65% x 53) with a repair at 2 chipped tiles per building.
- c. 7 Buildings: (14% x 53) with a repair at 2 unsecured field tiles per building.
- d. 26 Buildings: (49% x 53) with repairs made where they occur in conjunction with other repairs.
- e. 6 Buildings: (12% x 53) with repairs made where they occur in conjunction with other repairs.
- f. 0 Buildings: (0% x 53) with repairs made where they occur in conjunction with other repairs.
- g. 14 Buildings: (27% x 53) with repairs made where they occur in conjunction with other repairs.
- h. 3 Buildings: (6% x 53) with a repair at 1 pair of penetrations per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- NTRMA Tech Bulletin, 12/14/99

**Repair Recommendations:**

a,b.

Inspect all roof areas for damaged tiles. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

1. Replace broken or damaged tiles, securing replacements with approved adhesive to adjacent secured tiles.
2. Where underlayment is found torn, cut or deteriorated, shingle in new 30#, ASTM approved material with minimum 2" head laps and 6" end laps.

c.

Inspect all tile roof areas for unsecured tiles. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

Where applicable, repair in conjunction with other repairs.

Reinstall loose tiles with approved adhesive to adjacent fastened tiles.

d.

Repair covered by all other repairs.



e.

Repair in conjunction with all other repairs.  
Where observed, clean all tile scrap, stucco, vegetation and other miscellaneous debris from roof and tile surfaces.

f.

Repair where found in conjunction with other repairs.  
Where underlayment is found torn, cut or deteriorated, install new 30#, ASTM approved underlayment with minimum 2" head laps and 6" end laps

g.

Repair where found in conjunction with other repairs.  
Where nail heads are found to protrude, hammer flush with the substrate surface.

h.

Repair in conjunction with other repairs.

1. Remove tiles as needed to access flashings where defect occurs. Store for reuse.
2. Remove flashings. Discard any flashing that has been cut, trimmed or, otherwise, damaged.
3. Cut or disassemble (as applicable) the vent pipe within the attic space. Extend the vent laterally as needed to avoid overlap of the penetration flashings.
4. Cover the abandoned opening through the substrate with 26-gauge sheet metal. Patch in new underlayment sealed with mastic.
5. Install new or reusable primary flashings. Do not nail through. Install new bibs shingled into the underlayment.
6. Install new or reusable secondary flashings in sequence with reinstallation of the tiles. Set the lower flange in a bed of mastic.
7. Reinstall the balance of tiles. Replace any damaged tiles. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
8. Seal the juncture of the vent pipe to the collar of the secondary flashing with mastic.
9. At B-vents, position a storm collar above the collar of the secondary flashing and seal with mastic.



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**1.0 TILE ROOFS**

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**1.02 Defect: Eaves**

- a. Edge Metal Laps Less Than 4 Inches
- b. Underlayment Short at Eave Edge

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 2 Buildings: 8660 Horizon Wind, 8654 Traveling Breeze
- b. 5 Buildings: 8749 Horizon Wind, 8789 Horizon Wind, 9480 Thunder Sky, 8785 Traveling Breeze, 8724 Traveling Breeze

**Observed Defective at Elevation B:**

- a. 3 Buildings: 8650 Horizon Wind, 8665 Traveling Breeze, 8775 Traveling Breeze
- b. 1 Building: 8670 Horizon Wind

**Investigated for Defect at Elevation A:**

- a. 19 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**
- b. 19 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**

**Investigated for Defect at Elevation B:**

- a. 11 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- b. 11 Buildings: Defective plus - 8650 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**

**Projected Defective at Elevation A:**

- a. 6 Buildings: (11% x 61) with a repair at 20% of edge metal laps per building.
- b. 16 Buildings: (26% x 61) with a repair at 10% of eave edge per building.



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**Projected Defective at Elevation B:**

- a. 14 Buildings: (27% x 53) with a repair at 20% of edge metal laps per building.
- b. 5 Buildings: (9% x 53) with a repair at 10% of eave edge per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99

**Repair Recommendations:**

Inspect all eaves. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a.

Inspect edge metal laps. Where laps are found less than 4" repair as follows:

1. Remove tiles at edge metal laps and terminations as needed to insert additional material.
2. Add additional edge metal as needed to create minimum 4" laps and / or extend the flashing to the end of the eave. Seal laps with elastomeric caulk.
3. Replace any damaged underlayment.
4. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles.

b.

1. Remove the first tile courses along the eaves. Store for reuse. Remove riser metal. Store for reuse.
2. Add new 30# ASTM approved felt to extend the underlayment to the eave edge. Install shingle fashion observing minimum 2" head laps and 6" end laps.
3. Reinstall riser metal per manufacturer's recommendations.
4. Reinstall field tiles per manufacturer's recommendations. Replace any damaged tiles.



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**1.0 TILE ROOFS**

**1.03 Defect: Open Rakes**

- a. Damaged Open Rake Trim Tile
- b. Overexposed Open Rake Trim Tile
- c. Trim Tiles Do Not Butt Field Tiles
- d. Single Fastener at Shortened Trim Tile
- e. Weatherblock Missing at Transition
- f. Trim Tiles Secured Through Stucco
- g. Tiles Unsecured within 3 Ft Open Rake Perimeter Area
- h. Underlayment Short Along Open Rake
- i. Edge Metal Reverse Lapped at Corner

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 9 Buildings: 8730 Horizon Wind, 8760 Horizon Wind, 9480 Thunder Sky, 8787 Tom Noon, 8725 Traveling Breeze, **8790 Horizon Wind, 8797 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze**
- b. 33 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8689 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8689 Horizon Wind, 8710 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8675 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze**



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- c. 37 Buildings: 8660 Horizon Wind , 8669 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8787 Tom Noon, 8744 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8738 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- d. 23 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **9490 Thunder Sky, 8727 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8724 Traveling Breeze, 8745 Traveling Breeze, 8835 Traveling Breeze**



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- e. **48 Buildings:** 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze**
- f. **18 Buildings:** 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**
- g. **19 Buildings:** 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**



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- h. **18 Buildings:** 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8825 Traveling Breeze**
  - i. **2 Buildings:** 8660 Horizon Wind, 9440 Thunder Sky
- Observed Defective at Elevation B:**
- a. **2 Building:** 8768 Tom Noon, **8777 Tom Noon**
  - b. **21 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8810 Horizon Wind, 8668 Tom Noon, 8679 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8739 Horizon Wind, 8829 Horizon Wind, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8808 Tom Noon, 8645 Traveling Breeze, 8715 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze**
  - c. **34 Buildings:** 8670 Horizon Wind, 8750 Horizon Wind, 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8717 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8739 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8824 Traveling Breeze**
  - d. **17 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8829 Horizon Wind, 8737 Tom Noon, 8808 Tom Noon, 8715 Traveling Breeze, 8754 Traveling Breeze, 8814 Traveling Breeze, 8824 Traveling Breeze**



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- e. **39 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8668 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8739 Horizon Wind, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- f. **11 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- g. **11 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- h. **10 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- i. **2 Building:** 8650 Horizon Wind, **8685 Traveling Breeze**



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- b. 61 Buildings: Defective plus - 8660 Horizon Wind, 8669 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8769 Horizon Wind, 8819 Horizon Wind, 8678 Tom Noon, 8747 Tom Noon, 8674 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**



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- c. **61 Buildings:** Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9460 Thunder Sky, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8805 Traveling Breeze, **9490 Thunder Sky, 8727 Tom Noon, 8747 Tom Noon, 8798 Tom Noon, 8674 Traveling Breeze, 8784 Traveling Breeze**
- d. **61 Buildings:** Defective plus – 8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze**
- e. **61 Buildings:** Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8740 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8718 Tom Noon, 8807 Tom Noon, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze, **8769 Horizon Wind, 8835 Traveling Breeze**
- f. **19 Buildings:** Defective plus - **8724 Traveling Breeze**
- g. **19 Buildings:** Same as Defective
- h. **19 Buildings:** Defective plus - **8745 Traveling Breeze**



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- i. **19 Buildings:** Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**

**Investigated for Defect at Elevation B:**

- a. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- b. **51 Buildings:** Defective plus - 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8755 Traveling Breeze, **8659 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8817 Tom Noon, 8684 Traveling Breeze, 8685 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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- c. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8759 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 8679 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze, **8648 Tom Noon, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze**
- d. **51 Buildings:** Defective plus – 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Travelling Breeze*, **8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze**
- e. **51 Buildings:** Defective plus – 8779 Horizon Wind, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694 Traveling Breeze, 8755 Traveling Breeze, **8829 Horizon Wind, 8628 Tom Noon, 8685 Traveling Breeze, 8814 Traveling Breeze**
- f. **11 Buildings:** Same as Defective
- g. **11 Buildings:** Same as Defective
- h. **11 Buildings:** Defective plus – 8828 Tom Noon
- i. **11 Buildings:** Defective plus – 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8814 Traveling Breeze**



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**Projected Defective at Elevation A:**

- a. 9 Buildings: (15% x 61) with a repair at 1 damaged trim tile per building.
- b. 33 Buildings: (54% x 61) with a repair at 4 open rake trim tiles per building.
- c. 37 Buildings: (61% x 61) with a repair at 5 open rake trim tiles per building.
- d. 23 Buildings: (38% x 61) with a repair at 13 shortened open rake tiles per building.
- e. 48 Buildings: (79% x 61) with a repair at 3 transitions at open rakes per building.
- f. 58 Buildings: (95% x 61) with a repair at 100% of open rakes per building.
- g. 61 Buildings: (100% x 61) with a repair at 100% of cut field tiles along the open rakes per building.
- h. 58 Buildings: (95% x 61) with a repair at 1000% of open rakes per building.
- i. 6 Buildings: (11% x 61) with a repair at 6 outside corners per building.

**Projected Defective at Elevation B:**

- a. 2 Buildings: (4% x 53) with a repair at 1 damaged trim tile per building.
- b. 22 Buildings: (41% x 53) with a repair at 4 open rake trim tiles per building.
- c. 35 Buildings: (67% x 53) with a repair at 5 open rake trim tiles per building.
- d. 18 Buildings: (33% x 53) with a repair at 13 shortened open rake tiles per building.
- e. 41 Buildings: (76% x 53) with a repair at 3 transitions at open rakes per building.
- f. 53 Buildings: (100% x 53) with a repair at 100% of open rakes per building.
- g. 53 Buildings: (100% x 53) with a repair at 100% of cut field tiles along the open rakes per building.
- h. 48 Buildings: (91% x 53) with a repair at 1000% of open rakes per building.
- i. 10 Buildings: (18% x 53) with a repair at 6 outside corners per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001



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**Repair Recommendations:**

Inspect all open rakes. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e,h,i.

Inspect all open rakes. Where listed defects are found, repair as follows:

1. Remove trim tiles and 2 field tiles at each course along the open rakes. Store for reuse.
2. Remove 1-1/2" of stucco along the top edge of the open rakes. Preserve the building paper.
3. Install a nominal 1x2" stucco ground / nailer where the stucco was removed.
4. Refold the edge metal corner lap as needed to create a positive lap.
5. Install -new underlayment. Extend the underlayment far enough over the edge to cover the stucco ground / nailer. Weave new underlayment into the existing in shingle fashion observing 2" head laps and 6" end laps.
6. Reinstall field tiles per manufacturer's recommendations. Replace any damaged tiles.
7. Nail or use adhesive to secure all tiles within 3' perimeter areas.
8. Reinstall trim tiles. Butt to field tiles and position to nest properly. Use 2-10d corrosion resistant nails per tile with 3/4" minimum penetration into barge. At shortened tiles, drill a new hole when needed to maintain 2 nails per tile.
9. Add mortar weather blocking per manufacturer's recommendations at transitions and terminations to walls.



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### 1.0 TILE ROOFS

#### 1.04 Defect: Valleys

- a. Flashing Short at Eave
- b. Termination Obstructed by Riser Metal
- c. Debris
- d. Unsecured Valley Tiles
- e. Closed Valley – Tile Lugs Obstruct Water Flow
- f. Flashing Nailed within 6 Inches of Centerline
- g. Sweat Sheet Short at Termination
- h. Edge Metal Over Sweat Sheet

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 7 Buildings: 8785 Traveling Breeze, 8680 Horizon Wind, 8809 Horizon Wind, 8820 Horizon Wind, 8667 Tom Noon, 8698 Tom Noon, 8784 Traveling Breeze
- b. 23 Buildings: 8669 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8654 Traveling Breeze, 8764 Traveling Breeze, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8798 Tom Noon, 8655 Traveling Breeze, 8784 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze
- c. 9 Buildings: 8660 Horizon Wind, 8669 Horizon Wind, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze, 8797 Tom Noon, 8825 Traveling Breeze, 8835 Traveling Breeze
- d. 16 Buildings: 8649 Horizon Wind, 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze



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- e. **26 Buildings:** 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8800 Horizon Wind, 8809 Horizon Wind, 8647 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8825 Traveling Breeze**
- f. **6 Buildings:** 8660 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon, **8724 Traveling Breeze, 8825 Traveling Breeze**
- g. **10 Buildings:** 8660 Horizon Wind , 8749 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**
- h. **6 Buildings:** 8660 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze, **8745 Traveling Breeze**



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**Observed Defective at Elevation B:**

- a. 3 Buildings: 8650 Horizon Wind, 8688 Tom Noon, 8814  
Traveling Breeze
- b. 23 Buildings: 8739 Horizon Wind, 8665 Traveling Breeze, 8694  
Traveling Breeze, 8659 Horizon Wind, 8690  
Horizon Wind, 8720 Horizon Wind, 8829  
Horizon Wind, 8628 Tom Noon, 8648 Tom Noon,  
8657 Tom Noon, 8688 Tom Noon, 8777 Tom  
Noon, 8788 Tom Noon, 8808 Tom Noon, 8817  
Tom Noon, 8645 Traveling Breeze, 8685  
Traveling Breeze, 8715 Traveling Breeze, 8735  
Traveling Breeze, 8794 Traveling Breeze, 8814  
Traveling Breeze, 8815 Traveling Breeze, 8824  
Traveling Breeze
- c. 6 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8694  
Traveling Breeze, 8775 Traveling Breeze, 8728  
Tom Noon, 8814 Traveling Breeze
- d. 9 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739  
Horizon Wind, 8810 Horizon Wind, 8679 Tom  
Noon, 8828 Tom Noon, 8665 Traveling Breeze,  
8694 Traveling Breeze, 8775 Traveling Breeze
- e. 29 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739  
Horizon Wind, 8810 Horizon Wind, 8679 Tom  
Noon, 8828 Tom Noon, 8665 Traveling Breeze,  
8694 Traveling Breeze, 8775 Traveling Breeze,  
8659 Horizon Wind, 8679 Horizon Wind, 8690  
Horizon Wind, 8720 Horizon Wind, 8628 Tom  
Noon, 8648 Tom Noon, 8657 Tom Noon, 8688  
Tom Noon, 8788 Tom Noon, 8808 Tom Noon,  
8817 Tom Noon, 8645 Traveling Breeze, 8685  
Traveling Breeze, 8715 Traveling Breeze, 8754  
Traveling Breeze, 8794 Traveling Breeze, 8795  
Traveling Breeze, 8814 Traveling Breeze, 8815  
Traveling Breeze, 8824 Traveling Breeze
- f. 5 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739  
Horizon Wind, 8694 Traveling Breeze, 8775  
Traveling Breeze
- g. 3 Buildings: 8665 Traveling Breeze, 8694 Traveling Breeze,  
8775 Traveling Breeze
- h. 2 Buildings: 8810 Horizon Wind, 8665 Traveling Breeze



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8640 *Horizon Wind*, 8669 *Horizon Wind*, 8760 *Horizon Wind*, 9460 *Thunder Sky*, 8658 *Tom Noon*, 8689 *Tom Noon*, 8718 *Tom Noon*, 8787 *Tom Noon*, 8807 *Tom Noon*, 8644 *Traveling Breeze*, 8695 *Traveling Breeze*, 8725 *Traveling Breeze*, 8744 *Traveling Breeze*, 8765 *Traveling Breeze*, 8805 *Traveling Breeze*, 8689 **Horizon Wind**, 8710 **Horizon Wind**, 8769 **Horizon Wind**, 8790 **Horizon Wind**, 8800 **Horizon Wind**, 8819 **Horizon Wind**, 9490 **Thunder Sky**, 8647 **Tom Noon**, 8678 **Tom Noon**, 8727 **Tom Noon**, 8738 **Tom Noon**, 8747 **Tom Noon**, 8778 **Tom Noon**, 8797 **Tom Noon**, 8798 **Tom Noon**, 8818 **Tom Noon**, 8655 **Traveling Breeze**, 8674 **Traveling Breeze**, 8675 **Traveling Breeze**, 8724 **Traveling Breeze**, 8745 **Traveling Breeze**, 8804 **Traveling Breeze**, 8825 **Traveling Breeze**, 8835 **Traveling Breeze**
- b. 61 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze, 8640 *Horizon Wind*, 8760 *Horizon Wind*, 9460 *Thunder Sky*, 8658 *Tom Noon*, 8689 *Tom Noon*, 8718 *Tom Noon*, 8787 *Tom Noon*, 8807 *Tom Noon*, 8644 *Traveling Breeze*, 8695 *Traveling Breeze*, 8725 *Traveling Breeze*, 8744 *Traveling Breeze*, 8765 *Traveling Breeze*, 8805 *Traveling Breeze*, 8680 **Horizon Wind**, 8809 **Horizon Wind**, 8819 **Horizon Wind**, 8820 **Horizon Wind**, 8738 **Tom Noon**, 8797 **Tom Noon**, 8818 **Tom Noon**, 8674 **Traveling Breeze**, 8675 **Traveling Breeze**, 8724 **Traveling Breeze**, 8745 **Traveling Breeze**, 8804 **Traveling Breeze**



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- c. **61 Buildings:** Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8654 Traveling Breeze, 8764 Traveling Breeze, 8640 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, 8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze
- d. **61 Buildings:** Defective plus - 8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, 8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze



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- e. **61 Buildings:** Defective plus - 8640 *Horizon Wind*, 8669 *Horizon Wind*, 8760 *Horizon Wind*, 9460 *Thunder Sky*, 8658 *Tom Noon*, 8689 *Tom Noon*, 8718 *Tom Noon*, 8787 *Tom Noon*, 8807 *Tom Noon*, 8644 *Traveling Breeze*, 8695 *Traveling Breeze*, 8725 *Traveling Breeze*, 8744 *Traveling Breeze*, 8765 *Traveling Breeze*, 8805 *Traveling Breeze*, **8680 Horizon Wind**, **8689 Horizon Wind**, **8710 Horizon Wind**, **8769 Horizon Wind**, **8790 Horizon Wind**, **8819 Horizon Wind**, **8820 Horizon Wind**, **9490 Thunder Sky**, **8667 Tom Noon**, **8738 Tom Noon**, **8747 Tom Noon**, **8818 Tom Noon**, **8655 Traveling Breeze**, **8674 Traveling Breeze**, **8675 Traveling Breeze**, **8724 Traveling Breeze**, **8745 Traveling Breeze**, **8784 Traveling Breeze**, **8804 Traveling Breeze**, **8835 Traveling Breeze**
- f. **19 Buildings:** Defective plus -- 8649 *Horizon Wind*, 8729 *Horizon Wind*, 8730 *Horizon Wind*, 8740 *Horizon Wind*, 8789 *Horizon Wind*, 8799 *Horizon Wind*, 9480 *Thunder Sky*, 8618 *Tom Noon*, 8758 *Tom Noon*, 8654 *Traveling Breeze*, 8764 *Traveling Breeze*, 8785 *Traveling Breeze*, **8745 Traveling Breeze**
- g. **19 Buildings:** Defective plus -- 8649 *Horizon Wind*, 8729 *Horizon Wind*, 8730 *Horizon Wind*, 8740 *Horizon Wind*, 8789 *Horizon Wind*, 9480 *Thunder Sky*, 8618 *Tom Noon*, 8654 *Traveling Breeze*, **8825 Traveling Breeze**
- h. **19 Buildings:** Defective plus -- 8649 *Horizon Wind*, 8729 *Horizon Wind*, 8730 *Horizon Wind*, 8740 *Horizon Wind*, 8749 *Horizon Wind*, 8789 *Horizon Wind*, 9440 *Thunder Sky*, 9480 *Thunder Sky*, 8638 *Tom Noon*, 8654 *Traveling Breeze*, 8764 *Traveling Breeze*, **8724 Traveling Breeze**, **8825 Traveling Breeze**



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**Investigated for Defect at Elevation B:**

- a. 51 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8755 Traveling Breeze, 8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze
- b. 51 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8755 Traveling Breeze, 8679 Horizon Wind, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8684 Traveling Breeze, 8734 Traveling Breeze, 8754 Traveling Breeze, 8795 Traveling Breeze



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- c. **51 Buildings:** Defective plus - 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Traveling Breeze*, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- d. **31 Buildings:** Defective plus -- 8755 Traveling Breeze, **8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- e. **51 Buildings:** Defective plus -- 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Traveling Breeze*, **8829 Horizon Wind, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8684 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze**
- f. **10 Buildings:** Defective plus -- 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, **8814 Traveling Breeze**



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- g. 10 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, **8814 Traveling Breeze**
- h. 10 Buildings: Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8814 Traveling Breeze**

**Projected Defective at Elevation A:**

- a. 7 Buildings: (11% x 61) with a repair at 1 valley termination per building.
- b. 23 Buildings: (38% x 61) with a repair at 1 valley termination per building.
- c. 9 Buildings: (15% x 61) with a repair at 1 valley per building.
- d. 16 Buildings: (100% x 61) with a repair at 100% of valley tiles per building.
- e. 26 Buildings: (26% x 61) with a repair at 100% of valley tiles per building.
- f. 19 Buildings: (43% x 61) with a repair at 1 valley flashing per building.
- g. 32 Buildings: (53% x 61) with a repair at 1 valley termination per building.
- h. 19 Buildings: (32% x 61) with a repair at 1 valley sweat sheet per building.

**Projected Defective at Elevation B:**

- a. 3 Buildings: (6% x 53) with a repair at 1 valley termination per building.
- b. 24 Buildings: (45% x 53) with a repair at 1 valley termination per building.
- c. 6 Buildings: (12% x 53) with a repair at 1 valley per building.
- d. 15 Buildings: (29% x 53) with a repair at 100% of valley tiles per building.
- e. 30 Buildings: (57% x 53) with a repair at 100% of valley tiles per building.
- f. 27 Buildings: (56% x 53) with a repair at 1 valley flashing per building.
- g. 16 Buildings: (30% x 53) with a repair at 1 valley termination per building.
- h. 11 Buildings: (20% x 53) with a repair at 1 valley sweat sheet per building.



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**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- SMACNA 6<sup>th</sup> Edition, 2003

**Repair Recommendations:**

Inspect all valleys. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e,f,g,h.

1. Remove 3 tiles per course at each side of valley to access flashing. Store tiles to reuse. Remove riser metal as necessary.
2. Clean valley of all tile, stucco, vegetation and other miscellaneous debris.
3. Discard the existing valley flashing.
4. Inspect the sweat sheet for length and placement over the edge metal. Where found short or beneath the edge metal, cut the sweat sheet and insert additional material shingle fashion with minimum 2" head lap. Place the new felt over the edge metal with edges extended to the edge of the eave.
5. Install a new valley flashing with a multiple diverter cross section. Extend the flashing edges beyond the edge of the eave.
6. Replace dry-in sheets over flashing edges. Patch in underlayment observing proper laps.
7. Replace riser metal. Trim at valley termination to permit unobstructed drainage. Do not nail through valley flashing.
8. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles. Secure all cut tiles with approved adhesive to the next secured tile.



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## 1.0 TILE ROOFS

### 1.05 Defect: Ridges

- a. Damaged Ridge Trim Tile
- b. Unsecured Ridge Trim Tile
- c. Mastic Application Improper at Ridge Trim Tiles
- d. Improper Ridge Nailer Attachment

Location: Tile Roof Area

#### Observed Defective at Elevation A:

- a. 4 Buildings: 8644 Traveling Breeze, **8674 Traveling Breeze, 8724 Traveling Breeze, 8825 Traveling Breeze**
- b. 21 Buildings: 8660 Horizon Wind, 8669 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, **8800 Horizon Wind**
- c. 15 Buildings: 8649 Horizon Wind, 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze
- d. 8 Buildings: 8660 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8785 Traveling Breeze, **8825 Traveling Breeze**

#### Observed Defective at Elevation B:

- a. 2 Buildings: 8768 Tom Noon, 8755 Traveling Breeze
- b. 17 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 8668 Tom Noon, 8679 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze, **8648 Tom Noon**
- c. 8 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze
- d. 4 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8679 Tom Noon, 8775 Traveling Breeze



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**Investigated for Defect at Elevation A:**

- a. **61 Buildings:** Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind , 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8675 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze**
- b. **61 Buildings:** Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 9480 Thunder Sky, 8658 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**



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- c. 19 Buildings: Defective plus - 8740 Horizon Wind, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**
- d. 19 Buildings: Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 8618 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**

**Investigated for Defect at Elevation B:**

- a. 51 Buildings: Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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- b. **51 Buildings:** Defective plus - 8780 Horizon Wind, 9470 Thunder Sky, 8637 Tom Noon, 8708 Tom Noon, 8757 Tom Noon, 8694 Traveling Breeze, 8755 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- c. **11 Buildings:** Defective plus - 8828 Tom Noon, **8685 Traveling Breeze, 8814 Traveling Breeze**
- d. **11 Buildings:** Defective plus - 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**

**Projected Defective at Elevation A:**

- a. **4 Buildings:** (7% x 61) with a repair at 1 ridge trim tile per building.
- b. **21 Buildings:** (34% x 61) with a repair at 3 ridge trim tiles per building.
- c. **48 Buildings:** (79% x 61) with a repair at 100% of ridge trim tiles per building.
- d. **26 Buildings:** (42% x 61) with a repair at 100% of ridge nailer per building.

**Projected Defective at Elevation B:**

- a. **2 Buildings:** (4% x 53) with a repair at 1 ridge trim tile per building.
- b. **18 Buildings:** (33% x 53) with a repair at 3 ridge trim tiles per building.
- c. **39 Buildings:** (73% x 53) with a repair at 100% of ridge trim tiles per building.
- d. **19 Buildings:** (36% x 53) with a repair at 100% of ridge nailer per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99



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**Repair Recommendations:**

Inspect all ridges. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove all ridge cover tiles. Store for reuse.
2. Inspect the ridge nailer for adequate length and 24" o.c. fastening. Add additional nailer board and 16d corrosion resistant toenails as required.
3. Reinstall ridge cover tiles. Replace any damaged pieces. Secure with 10d corrosion resistant nails and a dab of mastic placed over the nail head. Observe minimum 3" headlap.
4. Seal complex transitions with mortar weatherblocking.



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**1.0 TILE ROOFS**

**1.06 Defect: Confined Rakes**

- a. Unsecured Confined Rake Tile
- b. Pan Termination Obstructed by Riser Metal
- c. Z-bar Counterflashing Not Used
- d. Pan Nailed Through
- e. Pan Water Rail Flattened

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 5 Buildings: 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 9480 Thunder Sky, 8638 Tom Noon
- b. 22 Buildings: 8730 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8680 Horizon Wind, 8769 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 9490 Thunder Sky, 8667 Tom Noon, 8678 Tom Noon, 8727 Tom Noon, 8747 Tom Noon, 8798 Tom Noon, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**



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- c. 59 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- d. 6 Buildings: 8660 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8758 Tom Noon, 8764 Traveling Breeze, **8825 Traveling Breeze**
- e. 15 Buildings: 8649 Horizon Wind, 8660 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**



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**Observed Defective at Elevation B:**

- a. 2 Building: 8757 Tom Noon, **8795 Traveling Breeze**
- b. 19 Buildings: 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8679 Horizon Wind, 8720 Horizon Wind, 8739 Horizon Wind, 8829 Horizon Wind, 8728 Tom Noon, 8737 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8815 Traveling Breeze**
- c. 46 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8737 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- d. 5 Buildings: 8650 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, **8685 Traveling Breeze, 8814 Traveling Breeze**
- e. 10 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 8618 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- b. 61 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 9480 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, *8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, 8689 Horizon Wind, 8710 Horizon Wind, 8790 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 8647 Tom Noon, 8698 Tom Noon, 8738 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze*



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- c. **61 Buildings:** Defective plus - - **8738 Tom Noon, 8747 Tom Noon**
- d. **19 Buildings:** Defective plus - 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**
- e. **19 Buildings:** Defective plus – 8729 Horizon Wind, 8764 Traveling Breeze, 8785 Traveling Breeze, **8825 Traveling Breeze**

**Investigated for Defect at Elevation B:**

- a. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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- b. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Traveling Breeze*, **8659 Horizon Wind, 8690 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8684 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8824 Traveling Breeze**
- c. **51 Buildings:** Defective plus - **8688 Tom Noon, 8728 Tom Noon, 8748 Tom Noon, 8735 Traveling Breeze, 8795 Traveling Breeze**
- d. **11 Buildings:** Defective plus - 8670 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze
- e. **11 Buildings:** Defective plus – 8679 Tom Noon
- Projected Defective at Elevation A:**
- a. **5 Buildings:** (8% x 61) with a repair at 2 confined rake tiles per building.
- b. **22 Buildings:** (36% x 61) with a repair at 2 pan terminations per building.
- c. **59 Buildings:** (97% x 61) with a repair at 100% of confined rake per building.
- d. **19 Buildings:** (32% x 61) with a repair at 3 pan flashings per building.
- e. **48 Buildings:** (79% x 61) with a repair at 5 pan flashings per building.
- Projected Defective at Elevation B:**
- a. **2 Buildings:** (4% x 53) with a repair at 2 confined rake tiles per building.
- b. **20 Buildings:** (37% x 53) with a repair at 2 pan terminations per building.
- c. **48 Buildings:** (90% x 53) with a repair at 100% of confined rake per building.
- d. **24 Buildings:** (45% x 53) with a repair at 3 pan flashings per building.
- e. **48 Buildings:** (91% x 53) with a repair at 5 pan flashings per building.



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**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- SMACNA 6<sup>th</sup> Edition, 2003

**Repair Recommendations:**

Inspect all confined rakes. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d,e.

1. Remove 3 tile courses at confined rakes to implement repairs.
2. Remove stucco to 12" above the roofline. Preserve the building paper and wire lath to allow a minimum 2" tie-in.
3. Remove and discard the existing tile pan.
4. Install a nominal 1x4 backing along the entire confined rake.
5. Insert new underlayment as needed observing proper laps. Turn the underlayment up the backing a minimum 4". Seal corner laps with mastic.
6. Install a new tile pan observing manufacturer's recommendations. All laps, including the vertical leg at the ridge, shall be 4" minimum. Seal all laps with elastomeric caulk.
7. Where the pan is not carried to another flashing or to the eave, the termination shall extend over the tile course below a minimum 3".
8. Where pan flashings are carried to the eave, trim the riser metal to permit unobstructed drainage.
9. Install a 2x1x2, z-bar counterflashing over the vertical leg of the tile pan. Do not face nail. Seal all laps with elastomeric caulk.
10. Patch stucco as required to match texture and color of existing.
11. Reinstall tiles per manufacturer's recommendations. Use batten extenders to boost tiles within tile pan waterway. Replace any damaged tiles. Secure cut tile with approved adhesive to the adjacent field tile.



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**1.0 TILE ROOFS**

**1.07 Defect: Headwalls**

- a. Overexposed Headwall Tiles
- b. Unsecured Headwall Tiles
- c. Flashing Too High
- d. Z-bar Counterflashing Not Used

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 6 Buildings: 8729 Horizon Wind, 8730 Horizon Wind, 9440 Thunder Sky, 8658 Tom Noon, 8644 Traveling Breeze, 8805 Traveling Breeze
- b. 16 Buildings: 8660 Horizon Wind, 8730 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8644 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8797 Tom Noon**
- c. 23 Buildings: 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8654 Traveling Breeze, 8725 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8710 Horizon Wind, 8769 Horizon Wind, 8738 Tom Noon, 8797 Tom Noon, 8818 Tom Noon, 8784 Traveling Breeze**



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- d. 61 Buildings: 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**

**Observed Defective at Elevation B:**

- a. 2 Buildings: 8650 Horizon Wind, 8750 Horizon Wind  
b. 4 Buildings: 8750 Horizon Wind, 8679 Tom Noon, 8708 Tom Noon, 8665 Traveling Breeze  
c. 11 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8750 Horizon Wind, 8679 Tom Noon, 8768 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze, 8737 Tom Noon, 8808 Tom Noon, 8645 Traveling Breeze, 8824 Traveling Breeze



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- d. **51 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, *8669 Horizon Wind*, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- b. 61 Buildings: Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, *8669 Horizon Wind*, 8729 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8799 Horizon Wind, 9460 Thunder Sky, 9480 Thunder Sky, 8689 Tom Noon, 8807 Tom Noon, 8654 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze,**



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- c. 61 Buildings: **8784 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**  
Defective plus – 8640 Horizon Wind, 8649 Horizon Wind, 8669 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 9460 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8744 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8798 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- d. 61 Buildings: Same as Defective -

**Investigated for Defect at Elevation B:**

- a. 51 Buildings: Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**



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- b. **51 Buildings:** Defective plus – 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- c. **51 Buildings:** Defective plus – 8739 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8668 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8828 Tom Noon, 8694 Traveling Breeze, 8755 Traveling Breeze, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8817 Tom Noon, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze**
- d. **51 Buildings:** Same as Defective



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**Projected Defective at Elevation A:**

- a. 6 Buildings: (10% x 61) with a repair at 12 headwall tiles per building.
- b. 16 Buildings: (26% x 61) with a repair at 15 headwall tiles per building.
- c. 23 Buildings: (38% x 61) with a repair at 50% of headwall flashings per building.
- d. 61 Buildings: (100% x 61) with a repair at 100% of headwall per building.

**Projected Defective at Elevation B:**

- a. 2 Buildings: (4% x 53) with a repair at 12 headwall tiles per building.
- b. 4 Buildings: (8% x 53) with a repair at 15 headwall tiles per building.
- c. 11 Buildings: (22% x 53) with a repair at 50% of headwall flashings per building.
- d. 53 Buildings: (100% x 53) with a repair at 100% of headwall per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001

**Repair Recommendations:**

Inspect all headwalls. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove 2 tile courses at the headwall to implement repairs.
2. Remove stucco to 12" above the roofline. Preserve the building paper and wire lath to allow a minimum 2" tie-in.
3. Remove the existing headwall flashing and stucco weep screed. Discard.
4. Install a 1x\_ " backing across the entire length of headwall.
5. Install new underlayment as needed observing proper laps.
6. Install 4"x4", 26-gauge L-metal sub-flashing along the entire headwall area.
7. Install a headwall flashing observing tile manufacturer's recommendations. All laps shall be 4" minimum. Seal all laps with elastomeric caulk.
8. Install a 2x1x2" z-bar counterflashing.
9. Patch stucco matching the existing color and texture.



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10. Reinstall tiles per manufacturer's recommendations. Replace any damaged tiles. Nail all tiles within 3' perimeter areas. Secure any tiles that cannot be nailed with approved adhesive to the adjacent nailed tiles.



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**1.0 TILE ROOFS**

**1.08 Defect: Plumbing Vents**

- a. Unsecured Tiles at Plumbing Vent Penetration
- b. Bib Missing or Improper
- c. Nails Through Flashing Exposed
- d. Primary Flashing Flanges Less Than 6 Inches Outside the Cone

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 14 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, **8809 Horizon Wind, 8727 Tom Noon, 8818 Tom Noon, 8745 Traveling Breeze, 8784 Traveling Breeze**
- b. 2 Buildings: 8799 Horizon Wind, 8654 Traveling Breeze
- c. 9 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, **8724 Traveling Breeze**
- d. 16 Buildings: 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze**

**Observed Defective at Elevation B:**

- a. 8 Buildings: 8650 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8628 Tom Noon, 8795 Traveling Breeze**
- b. 0 Buildings:
- c. 5 Buildings: 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8694 Traveling Breeze, **8685 Traveling Breeze**
- d. 11 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8654 Traveling Breeze, 8785 Traveling Breeze, 8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, **8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- b. 19 Buildings: Defective plus - 8649 Horizon Wind, 8660 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**
- c. 19 Buildings: Defective plus - 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 8638 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**
- d. 19 Buildings: Defective plus - 8660 Horizon Wind, 8758 Tom Noon, **8825 Traveling Breeze**



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**Investigated for Defect at Elevation B:**

- a. **51 Buildings:** Defective plus - 8670 Horizon Wind, 8739 Horizon Wind, 8665 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Traveling Breeze*, **8659 Horizon Wind, 8679 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze**
- b. **11 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- c. **11 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8679 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze, **8814 Traveling Breeze**
- d. **11 Buildings:** Same As Defective

**Projected Defective at Elevation A:**

- a. **14 Buildings:** (23% x 61) with a repair at 20 plumbing penetration tiles per building.
- b. **6 Buildings:** (11% x 61) with a repair at 2 primary plumbing flashings per building.
- c. **29 Buildings:** (47% x 61) with a repair at 14 primary plumbing flashings per building.
- d. **51 Buildings:** (84% x 61) with a repair at 18 primary plumbing flashings per building.



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**Projected Defective at Elevation B:**

- a. 8 Buildings: (16% x 53) with a repair at 20 plumbing penetration tiles per building.
- b. 0 Buildings: (0% x 53) with a repair at 2 primary plumbing flashings per building.
- c. 24 Buildings: (45% x 53) with a repair at 14 primary plumbing flashings per building.
- d. 53 Buildings: (100% x 53) with a repair at 18 primary plumbing flashings per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NRCA Fifth Edition, 2001
- NTRMA Tech Bulletin, 12/14/99

**Repair Recommendations:**

Inspect all plumbing vent penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at plumbing penetrations as needed to inspect flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
5. Seal the juncture of the pipe to the collar of the secondary flashing with mastic.



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**1.0 TILE ROOFS**

**1.09 Defect: B-Vents**

- a. Storm Collar Missing
- b. Unsecured Tiles at B-Vent Penetration
- c. Nails Through Flashing Exposed
- d. Primary Flashing Flanges Less Than 6 Inches Outside the Cone

**Location:** Tile Roof Area

**Observed Defective at Elevation A:**

- a. 5 Buildings: 8787 Tom Noon, 8725 Traveling Breeze, 8744 Traveling Breeze, **8680 Horizon Wind, 8784 Traveling Breeze**
- b. 16 Buildings: 8649 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 9440 Thunder Sky, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze, **9490 Thunder Sky, 8678 Tom Noon, 8698 Tom Noon, 8818 Tom Noon, 8674 Traveling Breeze, 8804 Traveling Breeze**
- c. 9 Buildings: 8660 Horizon Wind , 8729 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8758 Tom Noon, 8764 Traveling Breeze, **8724 Traveling Breeze**
- d. 9 Buildings: 8660 Horizon Wind , 8730 Horizon Wind, 8740 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8785 Traveling Breeze, **8724 Traveling Breeze**

**Observed Defective at Elevation B:**

- a. 3 Buildings: 8668 Tom Noon, **8679 Horizon Wind, 8824 Traveling Breeze**
- b. 10 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8694 Traveling Breeze, 8775 Traveling Breeze, **8679 Horizon Wind, 8685 Traveling Breeze, 8735 Traveling Breeze, 8814 Traveling Breeze**
- c. 6 Buildings: 8650 Horizon Wind, 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze
- d. 5 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8810 Horizon Wind, 8694 Traveling Breeze, **8814 Traveling Breeze**



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**Investigated for Defect at Elevation A:**

- a. 61 Buildings: Defective plus - 8640 Horizon Wind, 8649 Horizon Wind, 8660 Horizon Wind, 8669 Horizon Wind, 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8760 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9460 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8758 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8654 Traveling Breeze, 8695 Traveling Breeze, 8764 Traveling Breeze, 8765 Traveling Breeze, 8785 Traveling Breeze, 8805 Traveling Breeze, **8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8804 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze**
- b. 19 Buildings: Defective plus - 8660 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 9480 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, *8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, 8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8769 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 8647 Tom Noon, 8667 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8655 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745*



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- c. **19 Buildings:** **Traveling Breeze, 8784 Traveling Breeze, 8825 Traveling Breeze, 8835 Traveling Breeze** Defective plus – 8649 Horizon Wind, 8730 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8618 Tom Noon, 8638 Tom Noon, 8654 Traveling Breeze, 8785 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**
- d. **19 Buildings:** Defective plus – 8649 Horizon Wind, 8729 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**

**Investigated for Defect at Elevation B:**

- a. **51 Buildings:** Defective plus - 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8750 Horizon Wind, 8759 Horizon Wind, 8779 Horizon Wind, 8780 Horizon Wind, 8810 Horizon Wind, 9430 Thunder Sky, 9450 Thunder Sky, 9470 Thunder Sky, 8637 Tom Noon, 8679 Tom Noon, 8708 Tom Noon, 8717 Tom Noon, 8757 Tom Noon, 8768 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8755 Traveling Breeze, 8775 Traveling Breeze, **8659 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon, 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8685 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8735 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8814 Traveling Breeze, 8815 Traveling Breeze**
- b. **51 Buildings:** Defective plus – 8739 Horizon Wind, 8828 Tom Noon, 8665 Traveling Breeze, 8750 *Horizon Wind*, 8759 *Horizon Wind*, 8779 *Horizon Wind*, 8780 *Horizon Wind*, 9430 *Thunder Sky*, 9450 *Thunder Sky*, 9470 *Thunder Sky*, 8637 *Tom Noon*, 8668 *Tom Noon*, 8708 *Tom Noon*, 8717 *Tom Noon*, 8757 *Tom Noon*, 8768 *Tom Noon*, 8755 *Traveling Breeze*, **8659 Horizon Wind, 8690 Horizon Wind, 8720 Horizon Wind, 8829 Horizon Wind, 8628 Tom Noon, 8648 Tom Noon, 8657 Tom Noon, 8688 Tom Noon, 8728 Tom Noon, 8737 Tom Noon,**



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- 8748 Tom Noon, 8777 Tom Noon, 8788 Tom Noon, 8808 Tom Noon, 8817 Tom Noon, 8645 Traveling Breeze, 8684 Traveling Breeze, 8715 Traveling Breeze, 8734 Traveling Breeze, 8754 Traveling Breeze, 8794 Traveling Breeze, 8795 Traveling Breeze, 8815 Traveling Breeze, 8824 Traveling Breeze
- c. 11 Buildings: Defective plus – 8670 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, **8685 Traveling Breeze, 8814 Traveling Breeze**
- d. 11 Buildings: Defective plus – 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze**

**Projected Defective at Elevation A:**

- a. 5 Buildings: (8% x 61) with a repair at 1 b-vent per building.
- b. 16 Buildings: (26% x 61) with a repair at 8 b-vent penetration tiles per building.
- c. 29 Buildings: (47% x 61) with a repair at 4 primary b-vent flashings per building.
- d. 29 Buildings: (47% x 61) with a repair at 6 primary b-vent flashings per building.

**Projected Defective at Elevation B:**

- a. 3 Buildings: (6% x 53) with a repair at 1 b-vent per building.
- b. 10 Buildings: (20% x 53) with a repair at 8 b-vent penetration tiles per building.
- c. 29 Buildings: (55% x 53) with a repair at 4 primary b-vent flashings per building.
- d. 24 Buildings: (45% x 53) with a repair at 6 primary b-vent flashings per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NTRMA Tech Bulletin, 12/14/99
- Simpson Dura-Vent, 1998



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**Repair Recommendations:**

Inspect all b-vents penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at b-vent penetrations as needed to inspect the flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.
5. Seal the juncture of the pipe to the collar of the secondary flashing with mastic.
6. Position a storm collar above the collar of the secondary flashing and seal with mastic.
7. Reinstall the b-vent cap.



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## 1.0 TILE ROOFS

### 1.10 Defect: T-Tops

- a. Unsecured Tiles at T-top Penetration
- b. Nails Through Flashing Exposed
- c. Primary Flashing Flanges Less Than 6 Inches Outside the Cone
- d. Vent Duct Short through Flashing

**Location:** Tile Roof Area

#### **Observed Defective at Elevation A:**

- a. 11 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8730 Horizon Wind, 8749 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8769 Horizon Wind, 8825 Traveling Breeze**
- b. 11 Buildings: 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8638 Tom Noon, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze**
- c. 19 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8745 Traveling Breeze, 8825 Traveling Breeze**
- d. 19 Buildings: 8649 Horizon Wind, 8660 Horizon Wind , 8729 Horizon Wind, 8730 Horizon Wind, 8740 Horizon Wind, 8749 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 9440 Thunder Sky, 9480 Thunder Sky, 8618 Tom Noon, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, 8764 Traveling Breeze, 8785 Traveling Breeze, **8724 Traveling Breeze, 8784 Traveling Breeze, 8825 Traveling Breeze**

#### **Observed Defective at Elevation B:**

- a. 6 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8775 Traveling Breeze
- b. 7 Buildings: 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8828 Tom Noon, 8775 Traveling Breeze, **8685 Traveling Breeze**



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- c. **11 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8685 Traveling Breeze, 8814 Traveling Breeze**
- d. **10 Buildings:** 8650 Horizon Wind, 8670 Horizon Wind, 8739 Horizon Wind, 8810 Horizon Wind, 8679 Tom Noon, 8828 Tom Noon, 8665 Traveling Breeze, 8694 Traveling Breeze, 8775 Traveling Breeze, **8814 Traveling Breeze**

**Investigated for Defect at Elevation A:**

- a. **61 Buildings:** Defective plus -8729 Horizon Wind, 8740 Horizon Wind, 8789 Horizon Wind, 8799 Horizon Wind, 8638 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, *8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze, 8805 Traveling Breeze, 8680 Horizon Wind, 8689 Horizon Wind, 8710 Horizon Wind, 8790 Horizon Wind, 8800 Horizon Wind, 8809 Horizon Wind, 8819 Horizon Wind, 8820 Horizon Wind, 9490 Thunder Sky, 8647 Tom Noon, 8667 Tom Noon, 8678 Tom Noon, 8698 Tom Noon, 8727 Tom Noon, 8738 Tom Noon, 8747 Tom Noon, 8778 Tom Noon, 8797 Tom Noon, 8798 Tom Noon, 8818 Tom Noon, 8655 Traveling Breeze, 8674 Traveling Breeze, 8675 Traveling Breeze, 8724 Traveling Breeze, 8745 Traveling Breeze, 8784 Traveling Breeze, 8804 Traveling Breeze, 8835 Traveling Breeze*
- b. **19 Buildings:** Defective plus - 8649 Horizon Wind, 8660 Horizon Wind, 8789 Horizon Wind, 8618 Tom Noon, 8758 Tom Noon, 8654 Traveling Breeze, **8745 Traveling Breeze, 8825 Traveling Breeze**
- c. **19 Buildings:** Same as Defective
- d. **61 Buildings:** Defective plus - *8640 Horizon Wind, 8669 Horizon Wind, 8760 Horizon Wind, 9460 Thunder Sky, 8658 Tom Noon, 8689 Tom Noon, 8718 Tom Noon, 8787 Tom Noon, 8807 Tom Noon, 8644 Traveling Breeze, 8695 Traveling Breeze, 8725 Traveling Breeze, 8744 Traveling Breeze, 8765 Traveling Breeze,*



**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations

January 7, 2008 Updated May 19, 2011

FOR MEDIATION PURPOSES ONLY.  
N.R.S. 48.109 and N.R.S.40.680

8805 Traveling Breeze, 8680 Horizon Wind, 8689  
Horizon Wind, 8710 Horizon Wind, 8769  
Horizon Wind, 8790 Horizon Wind, 8800  
Horizon Wind, 8809 Horizon Wind, 8819  
Horizon Wind, 8820 Horizon Wind, 9490  
Thunder Sky, 8647 Tom Noon, 8667 Tom Noon,  
8678 Tom Noon, 8698 Tom Noon, 8727 Tom  
Noon, 8738 Tom Noon, 8747 Tom Noon, 8778  
Tom Noon, 8797 Tom Noon, 8798 Tom Noon,  
8818 Tom Noon, 8655 Traveling Breeze, 8674  
Traveling Breeze, 8675 Traveling Breeze, 8745  
Traveling Breeze, 8804 Traveling Breeze, 8835  
Traveling Breeze

**Investigated for Defect at Elevation B:**

- a. 51 Buildings: Defective plus - 8810 Horizon Wind, 8665  
Traveling Breeze, 8694 Traveling Breeze, 8659  
Horizon Wind, 8679 Horizon Wind, 8690  
Horizon Wind, 8720 Horizon Wind, 8829  
Horizon Wind, 8628 Tom Noon, 8648 Tom Noon,  
8657 Tom Noon, 8688 Tom Noon, 8728 Tom  
Noon, 8737 Tom Noon, 8748 Tom Noon, 8777  
Tom Noon, 8788 Tom Noon, 8808 Tom Noon,  
8817 Tom Noon, 8645 Traveling Breeze, 8684  
Traveling Breeze, 8685 Traveling Breeze, 8715  
Traveling Breeze, 8734 Traveling Breeze, 8735  
Traveling Breeze, 8754 Traveling Breeze, 8794  
Traveling Breeze, 8795 Traveling Breeze, 8814  
Traveling Breeze, 8815 Traveling Breeze, 8824  
Traveling Breeze
- b. 11 Buildings: Defective plus - 8679 Tom Noon, 8665 Traveling  
Breeze, 8694 Traveling Breeze, 8814 Traveling  
Breeze
- c. 11 Buildings: Same as Defective
- d. 11 Buildings: Defective plus - 8685 Traveling Breeze

**Projected Defective at Elevation A:**

- a. 11 Buildings: (18% x 61) with a repair at 10 secondary t-top  
flashings per building.
- b. 35 Buildings: (58% x 61) with a repair at 6 primary t-top flashings  
per building.
- c. 61 Buildings: (100% x 61) with a repair at 8 primary t-top  
flashings per building.
- d. 19 Buildings: (31% x 61) with a repair at 8 t-top penetrations per  
building.



**ARLINGTON RANCH**  
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**Projected Defective at Elevation B:**

- a. 6 Buildings: (12% x 53) with a repair at 10 secondary t-top flashings per building.
- b. 34 Buildings: (64% x 53) with a repair at 6 primary t-top flashings per building.
- c. 53 Buildings: (100% x 53) with a repair at 8 primary t-top flashings per building.
- d. 48 Buildings: (91% x 53) with a repair at 8 t-top penetrations per building.

**Codes and Standards:**

- Eagle ICC Report ER-4660, June 1, 2003
- TRI / WSRCA Installation Manual, September 2002
- 2000 IBC
- WSCRA, 5/99
- NTRMA Tech Bulletin, 12/14/99

**Repair Recommendations:**

Inspect all t-top penetrations. Where listed defects are found, repair where applicable, in conjunction with other repairs as follows:

a,b,c,d.

1. Remove tiles at t-top penetrations as needed to inspect flashings.
2. Replace any primary flashing that has been nailed through or has flanges that measure less than 6" outside the cone.
3. Add underlayment as necessary to create a proper bib. Shingle the bib into the underlayment.
4. Reinstall the tiles per manufacturer's recommendations. Install the secondary flashing in sequence. Set the lower flange of the secondary flashing in mastic. Where nailing would penetrate a flashing or tile is cut, secure the tile with approved adhesive to the adjacent field tile.



# Exhibit 9



# MARCON FORENSICS

## FELIX M. MARTIN, S.E.

Mr. Martin is a graduate of California State University, Long Beach, with a Bachelor of Science in Engineering received in 1977 and a Master of Science in Civil Engineering received in 1984. He was elected to join Chi Epsilon, the national civil engineering honor society, and Tau Beta Pi, the national engineering honor society.

Upon graduation in 1977, Mr. Martin chose a career in structural design, starting at Bechtel Power Corporation, where he worked in the design of pipe support systems for nuclear power plants.

In 1979, Mr. Martin joined Correia Consulting and Design in Orange, California. A small structural design firm, CCD provided the opportunity to learn the consulting business and allowed Mr. Martin to create a varied and solid design base on which to build his profession. During his tenure there, Mr. Martin was involved in the design of tract housing, condominiums, custom housing and small office buildings.

In search of broader opportunities, in 1980 Mr. Martin joined Robert Lawson, Structural Engineers in Newport Beach, California, where he rose to Project Engineer. At RLSE, Mr. Martin was in charge of design of small to medium size office buildings, retail centers, plus high density and custom residential units.

In 1984, Mr. Martin accepted a position with Culp & Tanner Engineers of El Toro, California. At C & T, Mr. Martin was Project Engineer for steel office buildings of up to ten stories, concrete tilt-up warehousing and R & D office centers, retail centers and small wood or masonry office buildings.

In 1986, Mr. Martin formed Martin Structural Design, Inc. in Laguna Beach, California, where he directed the structural design of single and multi-family residences, steel office buildings, concrete tilt-up and masonry warehousing and office buildings, retail centers, parking facilities, parochial schools and churches. In addition, he provided evaluation reports, building forensic studies and construction litigation support. In 1996, MSDI was reorganized as Marcon Forensics.

As a member of the Post-Tensioning Institute's Concrete Slab-On-Ground Committee, Mr. Martin helped write the section dealing with concrete resistance to chemical attack in the Third Edition of the PTI's *Design and Construction of Post-Tensioned Slabs-on-Ground*. In addition, Mr. Martin has written reports for storm, fire and earthquake damage for residences (single-family and multi-unit), concrete and steel office buildings, retail centers and warehouses. He has been published in *Structure Magazine*, as well as in the *From Experience* newsletter of the Structural Engineers of Southern California, and presented a paper at the 2005 Convention of the Structural Engineers of California.

Mr. Martin has been retained as an Expert in Florida, Arizona, California, Colorado and Nevada. He has trial experience in Nevada and California and has been deposed as an expert numerous times. Mr. Martin is a member of the American Society of Civil Engineers, the Post-Tensioning Institute, the American Plywood Association and the Structural Engineers Association of California and is a licensed Professional Engineer in the states of Arizona, California, Colorado, Florida, Nevada, New Mexico and Washington.





# Exhibit 10





# **Arlington Ranch Condominiums**

**Las Vegas, Nevada**

## **Construction Defects Report**

Created For:

**ANGIUS AND TERRY, LLP**  
1120 N. Town Center Drive  
Suite 260  
Las Vegas, NV 89144

June 3, 2011

Marcon Forensics Project Number: 10021

344 Third Street Laguna Beach, California 92651 Ph. 949-376-0290 Fax 949-376-0296  
4301 Vineland Road, Suite E-5 Orlando, Florida 32811 Ph. 407-426-9110 Fax 407-426-9009



## I. GENERAL

### Description of the Property

The subject property is part of a residential development in the city of Las Vegas, Nevada. The development is located South of SR 215, on the South-West corner of the intersection of Durango Drive and Blue Diamond Road (SR160).

The homes in the development are two-story, wood-framed structures on post-tensioned concrete slab foundations. Exteriors are finished with stucco plaster. Roofs are pitched with concrete tiles. Roof and floor framing consists of gang-nailed trusses.

The project was developed by D.R. Horton. There are two building types, with exactly the same unit layout, but with some small architectural exterior differences. The two building types are structurally exactly the same. Each building has one each of three plan types, Plan 101, Plan 102 and Plan 103. Plans 102 and 103 are two-story plans, at the rear of the building, with a common longitudinal partywall. Plan 101 is single-story, at the front of the building, on the second floor above the garages.

Architectural plans were by Larry Tindall, Residential Designer, of Las Vegas, Nevada. No structural design firm is identified on the plans, but the structural portions (roof and floor framing plans, foundation plan and detail sheets) are stamped and signed by Guangxi David Liu (Nevada Civil No. 13325), as well as by Larry Tindall, Residential Designer (No. 52-F). Structural calculations as of the date of this report were not made available. The plans do not have a City of Las Vegas' Building and Safety Department stamp, but they are stamped "REVIEWED BY CONSULTANT FOR CODE COMPLIANCE" from Esgil Corporation, dated September 18, 2003. The plans identify the 2000 International Building Code as the governing code.

### Scope of Investigations

At the request of the law firm of Angius and Terry, LLP, (the Client), on behalf of the Arlington Ranch homeowners, Marcon Forensics, LLC, (Marcon) was asked to investigate the structural design and construction of the homes in the development.



## **II. INTRUSIVE INVESTIGATIONS.**

### **A. Visual Investigations**

Initial visual inspections of the homes were performed by Marcon during July 17-19, 2007, 2006. Additional visual inspections took place March 28, 2011 through April 1, 2011; April 4, 2011 through April 8, 2011; April 11, 2011 through April 15, 2011; and April 18, 2011 through April 21, 2011.

### **B. Destructive Testing**

Initial destructive testing took place August 27 through 31, September 3 through 7 and September 10 through 13, 2007. Additional testing took place April 25 through April 29, 2011.

## **III. FINDINGS.**

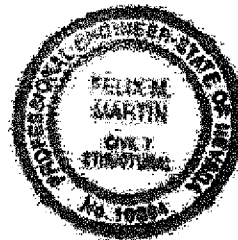
As the result of our investigations, a number of conditions were observed which did not meet the minimum requirements of the 2000 International Building Code, manufacturers' specifications or the information as presented on the structural plans. These are presented in the Structural Defects Matrix.



#### IV. LIMITATIONS.

The professional services have been performed, findings obtained and comments prepared in accordance with generally accepted engineering practices. The opinions presented are based on a valid and reliable representative sample of the components of the residences and appurtenances. Given the repetitive nature of tract-housing construction, similarly situated components, residences and appurtenances may have such common constructional defects. The author does not undertake to guarantee the design, construction, overall structural integrity or the underlying geotechnical conditions of any component on the property. This report does not guarantee all existing deficiencies have been identified and reported, but instead it is intended to present our conclusions and opinions based on conditions actually observed and analyzed within the scope of work defined by our Client. The Client agrees to indemnify and defend Marcon and its employees against any claims or causes for action stemming from issues discussed in this report.

This limitation is in lieu of and supersedes all other warranties of the author and Marcon whether expressed or implied.



Felix Martin, S.E.



**MARCON FORENSICS, LLP**  
Arlington Ranch

Marcon Job No. 10021  
June 3, 2011

## **APPENDIX**



# ARLINGTON RANCH STRUCTURAL DEFECTS MATRIX

## MARCON FORENSICS

DEFECT CODE #	DEFECT	SW TYPE	PHOTO NUMBERS
<b>OSB SHEARWALL NAILING</b>			
1.2200	Insufficient or inadequate nailing of SW.	SW10	F9398-27, R5460-62, R5477-87, E753-63 & 781-95, E1830-40, E1692-39, E2709-15 & 2725-35, E3755-58, E4506-12 IMG2852-57, IMG3316-26 & 3337-42 & 3289-96, C18510-12, C18837-40 E4611-19, IMG3158-65, C18851-53, C18463-66
		SW11	
		SW12	F9275-81, F9629-33 & 9641-45, F9673-84, F9745-63, R3345-49, R5362-64, R5383-85, R5447-50, E369-494, E519-60, E843-52 & 878-03 & E1000-08, E1036-79 & E1121-29, E1215-90 & E1578-96, E1384-09, E1446-59, E1766-73, E1901-11 & 1937-44, E2506-17 & 2530-45, E2620-32, E2686-93, E3897-32, E4087-26 IMG2965-70 & 2945-58 & 2929-36, IMG3618-23, IMG3363-70 & 3386-92, C18634-39, C18613-15
		SW13	F9042-54, F9132-43, F9195-05, F9347-57, F9465-76, R3370-76, E314-33, E1990-99 & 2037-43, E2338-56, E2422-71, E3109-17, E3228-49, C18541-46 & 8551-54, C18659-62, C18766-77, C18445-59
		SW15	F9010-12, E614-21 & 642-49 & 693-97, E1490-50, E1833-37, E2078-27, E2836-79 & 2896-02, E3322-77, E3535-86, E3663-17, E4391-50 C18787-99, C18714-16 & 8737-40
<b>HOLDOWN STRAPS</b>			
1.3030	Missing MSI48 straps per A/A-3.	SW13	F9499-00, F2455, E3237-38
<b>FASTENER TYPES</b>			
1.3201	SW15 used 8d nails instead of 10d required.	SW15	F9034-35, E698-99, E1611-12, E2903-04, E4461-62 C18814, C18711-13



1                   **IN THE SUPREME COURT OF THE STATE OF NEVADA**

2                                   Supreme Court No.:  
3                                   District Case Court No. 07A542616

4                                   Electronically Filed  
5                                   Apr 18 2014 11:33 a.m.  
6                                   Tara K. Lindeman  
7                                   Clerk of Supreme Court

8                   HIGH NOON AT ARLINGTON RANCH HOMEOWNERS ASSOCIATION,  
9                                   a Nevada non-profit corporation,

10                                   Petitioner,

11                                   v.

12                                   EIGHTH JUDICIAL DISTRICT COURT  
13                                   of the State of Nevada, in and for the COUNTY OF CLARK;  
14                                   and the HONORABLE SUSAN H. JOHNSON, District Judge,

15                                   Respondent,

16                                   D.R. HORTON, INC.

17                                   Real Party in Interest.

18                   **APPENDIX TO PETITIONER, HIGH NOON AT ARLINGTON RANCH**  
19                   **HOMEOWNERS ASSOCIATION'S PETITION FOR WRIT OF**  
20                   **PROHIBITION OR MANDAMUS VOLUME II OF V**

21                                   Paul P. Terry, Esq. (SBN 7192)  
22                                   John J. Stander, Esq. (SBN 9198)  
23                                   Scott P. Kelsey, Esq. (SBN 7770)  
24                                   ANGIUS & TERRY, LLP  
25                                   1120 N. Town Center Drive, Ste. 260  
26                                   Las Vegas, NV 89144  
27                                   Telephone: (702) 990-2017  
28                                   Facsimile: (702) 990-2018  
                                  [pterry@angius-terry.com](mailto:pterry@angius-terry.com)  
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                                  [skelsey@angius-terry.com](mailto:skelsey@angius-terry.com)

***Attorneys for Petitioner, HIGH NOON AT ARLINGTON RANCH***  
                                  ***HOMEOWNERS ASSOCIATION***



<b>No.</b>	<b>Document Description</b>	<b>Filed Date</b>	<b>Vol.</b>	<b>Bates</b>
1	Plaintiff's Complaint	06-07-07	I	0001-0012
2	Order re: Plaintiff's Standing	11-12-13	I	0013-0022
3	Plaintiff's Motion for Reconsideration on Order Shortening Time	01-08-14	I	0023-0250
4	Plaintiff's Motion for Reconsideration on Order Shortening Time	01-08-14	II	0251-0501
5	Plaintiff's Motion for Reconsideration on Order Shortening Time	01-08-14	III	0502-0531
6	Defendant D.R. Horton, Inc.'s Opposition to Plaintiff's Motion for Reconsideration on Order Shortening Time	01-13-14	III	0532-0598
7	Plaintiff's Reply In Support of Plaintiff's Motion for Reconsideration on Order Shortening Time	01-14-14	III	0599-0603
8	Court Minutes on Plaintiff's Motion for Reconsideration on Order Shortening Time	01-16-14	III	0604-0605
9	Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-24-14	III	0606-0750
10	Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-24-14	IV	0751-0884
11	Third-Party Defendant OPM, Inc. dba Consolidated Roofing's Joinder to D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-29-14	IV	0885-0886
12	Third-Party Defendant National Builders, Inc. Joinder to D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-29-14	IV	0887-0889
13	Third-Party Defendant, Efficient Enterprises, LLC dba Efficient Electric's Joinder to D.R. Horton's Motion for Partial Summary Judgment	01-29-14	IV	0890-0891
14	Third-Party Defendant Circle S. Development Corp. dba Deck Systems' Joinder to Defendant/Third-Party Plaintiff D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-30-14	IV	0892-0894



12	Third-Party Defendant Firestop, Inc.'s Joinder to D.R. Horton, Inc.'s Motion for Partial Summary Judgment	01-31-14	IV	0895-0896
13	Third-Party Defendants, Quality Wood Products, Inc., Summit Drywall & Paint, LLC, and United Electric's Joinder to D.R. Horton, Inc.'s Motion for Partial Summary Judgment	02-03-14	IV	0897-0898
14	Plaintiff's Opposition to Defendant, D.R. Horton, Inc.'s Motion for Partial Summary Judgment and Joinders Thereto	02-10-14	IV	0899-0909
15	Defendant D.R. Horton, Inc.'s Reply to Plaintiff's Opposition, and in Further Support of D.R. Horton, Inc.'s Motion for Partial Summary Judgment	02-20-14	IV	0910-0930
16	Transcript of Proceedings: All Pending Motions	02-27-14	IV	0931-0966
17	Court Minutes on D.R. Horton, Inc.'s Motion for Partial Summary Judgment	02-27-14	IV	0967-0968
18	Order in the matter of <i>Balle v. Carina Corp.</i> , Case No. A557753	09-09-09	IV	0969-0984
19	Order Granting Defendant D.R. Horton, Inc.'s Motion for Partial Summary Judgment	03-18-14	IV	0985-0995
20	Order Regarding Plaintiff's Motion for Reconsideration	03-20-14	IV	0996-0998
21	Plaintiff's Motion for Stay of Proceedings on Order Shortening Time	03-24-14	V	0999-1006
22	Defendant, D.R. Horton, Inc.'s Non-Opposition to Plaintiff's Motion for Stay of Proceedings on Order Shortening Time	03-26-14	V	1007-1008
23	Order Granting Plaintiff's Motion for Stay of Proceedings on Order Shortening Time	03-31-14	V	1009-1010



1 I HEREBY CERTIFY that on the 18 day of April, 2014, I submitted for  
2 electronic filing and electronic service the foregoing APPENDIX TO  
3 PETITIONER'S PETITION FOR WRIT OF PROHIBITION OR MANDAMUS,  
4 VOLUME II OF V.  
5

6  
7 I HEREBY CERTIFY that on the 18 of April, 2014, a copy of APPENDIX  
8 TO PETITIONER'S PETITION FOR WRIT OF PROHIBITION OR  
9 MANDAMUS, VOLUME II OF V was hand delivered to the following:  
10

11 Honorable Judge Susan H. Johnson  
12 Regional Justice Center, Department XXII  
13 Eighth Judicial District Court  
14 200 Lewis Avenue  
15 Las Vegas, NV 89101

16 I HEREBY CERTIFY that on the 18 of April, 2014, a copy of APPENDIX  
17 TO PETITIONER'S PETITION FOR WRIT OF PROHIBITION OR  
18 MANDAMUS, VOLUME II OF V was hand delivered to the following:  
19

20 Joel D. Odou, Esq.  
21 Victoria Hightower, Esq.  
22 WOOD, SMITH, HENNING & BERMAN LLP  
23 7674 West Lake Mead Boulevard, Suite 150  
24 Las Vegas, NV 89128-6644  
25 Attorneys for Real Party in Interest

26  
27 

28 Employee of Angius & Terry, LLP



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.

E. If THE ASSOCIATION is determined by the Court not to be allowed to sue the builder for some defects, only those HOMEOWNERS who have assigned their claims to THE ASSOCIATION will be able to share in the recovery.

F. HOMEOWNER and THE ASSOCIATION desire for THE ASSOCIATION to have the right to assert the individual claims that the HOMEOWNER has against D.R. Horton Inc., as well as any other entity that contributed to the defective development, design, construction, supply of materials, or sale of the townhome project and/or HOMEOWNER's unit.

G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any an all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 5/26/2010

Print Name(s) James Gustaf

Signature(s) James Gustaf

Unit Address 8775 Traveling Breeze Ave #102

Telephone # 702-485-3254  
cell 702-781-3363



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Dated: 3/9/2010

Print Name(s) DAVID J. Hall

Signature(s) [Signature]

Unit Address 8808 Tom Noon Ave. #101, Las Vegas, NV

89198



**HIGH NOON AT ARLINGTON RANCH  
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NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any and all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 7/30/10

Print Name(s) Tamesa Hamilton

Signature(s) J. Hamilton

Unit Address #102 8739 Horizon Wind Ave

Telephone # 619-405-9895



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.

E. If THE ASSOCIATION is determined by the Court not to be allowed to sue the builder for some defects, only those HOMEOWNERS who have assigned their claims to THE ASSOCIATION will be able to share in the recovery.

F. HOMEOWNER and THE ASSOCIATION desire for THE ASSOCIATION to have the right to assert the individual claims that the HOMEOWNER has against D.R. Horton Inc., as well as any other entity that contributed to the defective development, design, construction, supply of materials, or sale of the townhome project and/or HOMEOWNER's unit.

G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any on all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 8/18/10

Print Name(s) Renee Hapka

Signature(s) Renee Hapka

Unit Address 8788 Tom Noon Ave #103  
Las Vegas, Nevada 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any an all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 6-6-10

Print Name(s) ROGER HARRISON

Signature(s) 

Unit Address 8820 FEEBORN WIND AVE, UNIT 103

Telephone # (702) 456-9889



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 8/6/10

Print Name(s) Wayne Hatared

Signature(s) [Signature]

Unit Address 8745 Travling Beech #103



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: \_\_\_\_\_

Print Name(s) CHARLES HAYFORD

Signature(s) [Signature]

Unit Address 8644 TRAVELING BREEZ #103

LAS VEGAS NV 89128

Telephone # 213-445-4740



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 8/20/10

Print Name(s) Hillary Hetzel

Signature(s) Hillary Hetzel

Unit Address 8695 Traveling Breeze Ave #101  
Las Vegas NV 89128



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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Dated: 6/1/10

Print Name(s) Amelia Hoban

Signature(s) 

Unit Address 8797 High Noon Ave #102 W, LV

Telephone # 630-265-7683



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

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Dated: 6-19-10

Print Name(s) Sheryl L. Hodges

Signature(s) [Signature]

Unit Address 163



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 3-11-10

Print Name(s) KATHLEEN HOVIAUS

Signature(s) Kathleen Hoviaus

Unit Address 85 8759 Horizon Wind #102



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/13/10

Print Name(s) Julie Jackel

Signature(s) Julie Jackel

Unit Address 8808 Tom Noon #107



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/9/2010

Print Name(s) Janicem Jones

Signature(s)

Janicem Jones

Unit Address

8760 Horizon Wind Ave.  
#103, LV, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any an all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 3/8/2010

Print Name(s) \_\_\_\_\_

John Irving  
8757 Tom Noon Avenue, No. 101  
Las Vegas, Nevada 89178-7787

Signature(s) \_\_\_\_\_

Unit Address \_\_\_\_\_



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.

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G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any an all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 6/2/10

Print Name(s) Darin Keays

Signature(s) [Signature]

Unit Address 8680 Horizon Wind Dr #102  
Las Vegas, NV 89178

Telephone # 702-510-5461



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated:

6/14/10

Print Name(s)

Koru Koru

Signature(s)

[Handwritten Signature]

Unit Address

8698 TOM NOW #101



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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Dated: 3/9/10

Print Name(s) Elizabeth Kennedy

Signature(s) [Signature]

Unit Address 8764 Traveling Breeze Ave #103



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6/8/10

Print Name(s) Lucas Kobes

Signature(s) Lucas Kobes

Unit Address 8798 TOM NOON AVE #101

Telephone # 702-370-9740



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Date:

8/19/10

Print Name(s)

MICHAEL KAPANSKI / Edwin Montez

Signature(s)

Michael Kapanski / Edwin Montez

Unit Address

8137 TOM NOON #103  
LV, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6/23/10

Print Name(s) Janifer Kuk

Signature(s) Janifer Kuk

Unit Address 8765 Traveling Breeze #103



REC-928  
CLERK OF DISTRICT COURT  
CLARK COUNTY, NEVADA

**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

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Dated: 3/6/201

Print Name(s) Joyce Lane

Signature(s) Joyce Lane

Unit Address 9440 Thunder Sky St #102 LUNDY 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 5-30-11

Print Name(s) Jay & Karina Langill

Signature(s) Jay & Karina Langill

Unit Address 8645 Sun Run Ave #103

Telephone # 702 401 0225



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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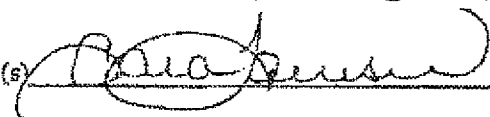
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Dated: 7/17/10

Print Name(s) Cara Laurson

Signature(s) 

Unit Address 8667 Town Noon Ave #102



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8-19-10

Print Name(s) Louis He

Signature(s) [Signature]

Unit Address 8650 Horizon Wind Ave #102  
Las Vegas, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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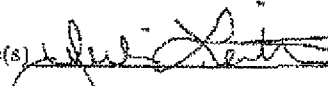
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HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any and all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 8-24-10

Print Name(s) Juliana Leite

Signature(s) 

Unit Address 8650 Horizon Wind Ave. #101  
Las Vegas, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: \_\_\_\_\_

Print Name(s) Ravid Levy

Signature(s) Ravid Levy

Unit Address 8628 Tom Wood Ave #102

Las-Vegas, NV. 89144



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Dated: June 3, 2010

Print Name(s) AUSTIN & Elizabeth Lopez

Signature(s) [Signature]

Unit Address 8790 Horizon Wind #143

Telephone # 619. 723. 4619



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 3/9/10

Print Name(s) Andrew & Heather Love

Signature(s) [Handwritten Signature]

Unit Address 8644 Traveling Breeze #102  
Las Vegas, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 5/28/2010

Print Name(s) David E. Lowe

Signature(s) David E. Lowe

Unit Address 8674 Traveling Breeze Ave. #102

Telephone # 702-286-3970



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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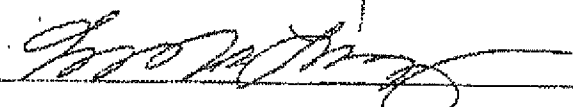
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Dated: 6/7/2010

Print Name(s) Trisha Luby

Signature(s) 

Unit Address 8657 Tom Noon Ave. Unit 101

Telephone # (702) 463-3869



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 8-4-10

Print Name(s) Yueying MA

Signature(s) [Signature]

Unit Address 8947 Horizon Blvd #103

Telephone # (702) 354-9728



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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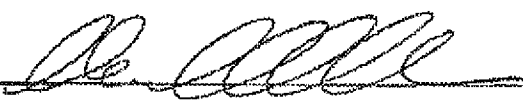
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Dated: \_\_\_\_\_

Print Name(s) MEHRAD MALEKI

Signature(s) 

Unit Address 8740 Horizonwinds, #103



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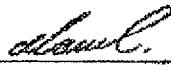
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Dated: 06/04/2010

Print Name(s) CORNEL MANU

Signature(s) 

Unit Address 8664 TRAVELING BREEZE AVE.

Telephone # 619 818 6461



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 6/11/10

Print Name(s) Elizabeth Marconi

Signature(s) Elizabeth Marconi

Unit Address 8824 Traveling Bear Ave #101, LV, NV 89178

Telephone # (702) 561-7880



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NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any and all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 3/8/2010

Print Name(s) Diane Markham  
Steven L. Markham

Signature(s) Diane Markham  
Steven L. Markham

Unit Address 8689 Horizon Wind Ave #103  
Las Vegas, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 897 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

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Dated: 08/19/10

Print Name(s) Arman Martirosyan

Signature(s) [Signature]

Unit Address 8675 Traveling Beech #102



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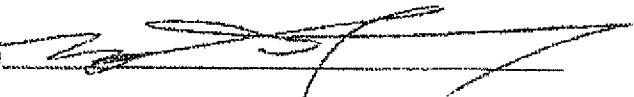
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Dated: 8-22-10

Print Name(s)

Michael Mauck

Signature(s)



Unit Address

8805 Travelling Breeze # 101  
Las Vegas NV 89178



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 9/11/10

Print Name(s) PAULA MAYNE

Signature(s) Paula Mayne

Unit Address 9450 THUNDER SKY ST, #101



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 3/12/10

Print Name(s) ROGER D. McCULLY

Signature(s) Roger D. McCully

Unit Address 8744 TRAVLIN BREEZE #103



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/9/10

Print Name(s) CLYDE P. MILLER

Signature(s) 

Unit Address 8810 Horizon Wino # 101



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8/25/10

Print Name(s) LISA CALAHAN, MNGR MISEA LLC

Signature(s) 

Unit Address 3786 Tom Nolan Unit 701

1



HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION

RECEIVED  
MAY - 7 2010

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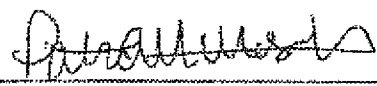
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Dated: 5/29/10

Print Name(s) Patricia Mittelstadt

Signature(s) 

Unit Address 8645 Traveling Breeze Ave #101



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Dated: 5-29-10

Print Name(s) Ernesto Morales

Signature(s) [Signature]

Unit Address 8738 Tom Noon Ave. #102

Las Vegas, NV 89178

Telephone # 702-651-9231



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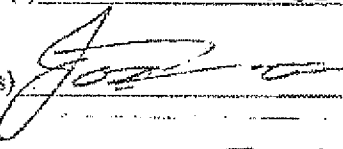
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Dated: 3-15-10

Print Name(s) JOHN MORAN

MAILING ADDRESS

8511 WINSTON ST.

Signature(s) 

HENDERSON NV 89052

Unit Address 9450 Thunder Sky ST.

702-270-2851



**HIGH NOON AT ARLINGTON RANCH  
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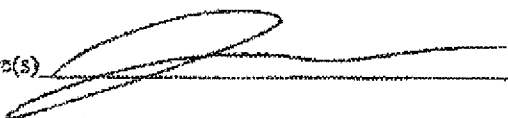
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Dated: 19 Aug '10

Print Name(s) Jason Daniel Morrison

Signature(s) 

Unit Address 8679 Horizon Wind Ave unit 102



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

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E. If THE ASSOCIATION is determined by the Court not to be allowed to sue the builder for some defects, only those HOMEOWNERS who have assigned their claims to THE ASSOCIATION will be able to share in the recovery.

F. HOMEOWNER and THE ASSOCIATION desire for THE ASSOCIATION to have the right to assert the individual claims that the HOMEOWNER has against D.R. Horton Inc., as well as any other entity that contributed to the defective development, design, construction, supply of materials, or sale of the townhome project and/or HOMEOWNER's unit.

G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

NOW, THEREFORE, and in exchange for valuable consideration,

HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any and all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 13 Jun 10

Print Name(s) James Steven Mueller

Signature(s) Lila Dianne Mueller

Unit Address 8900

Telephone # 931-624-7434



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 6/13/12

Print Name(s) Reckel March

Signature(s) Reckel March

Unit Address 4805 Traveling Breeze Ave #102



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 8-21-10

Print Name(s) Fred Murray Kelly Murray

Signature(s) [Handwritten Signatures]

Unit Address 8778 Town Noon Unit 102



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 08/27/2010

Print Name(s) 8735 TRAVELING BREEZE TRUST  
ZIVORAD NIKOLIC - TRUSTEE

Signature(s) Zivorad Nikolic

Unit Address 8735 TRAVELING BREEZE AVE. #103

Telephone # 951-530-1546



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/9/2010

Print Name(s) JIA QING NING

Signature(s) [Signature]

Unit Address 8759 Horizon Wind Ave Las Vegas  
NV 89148



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 6-16-10

Print Name(s) Deb Noller

Signature(s) Deb Noller

Unit Address 9470 Thunder Sky #102



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Dated: 5/9/10

Print Name(s) PATRICK DEERIS

Signature(s) 

Unit Address 8689 Tall Meadow Ave # 102



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Dated: 6-14-10

Print Name(s) FRANK NUZZO

Signature(s) Frank Nuzzo

Unit Address 8684 TRAILING BREEZE



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Dated: 3/29/2010

Print Name(s) Stephanie J. Pace

Signature(s) [Signature]

Unit Address 8724 TRAVELING BEECH #101

I want my  
floors fixed.

FROM: CASH FLOW FOUNDATION

04/05/2010 11:00

HOBS P.001/001



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Dated: 3-15-10

Print Name(s) GLORIA PALLADINI

MAILING ADDRESS

Signature(s) [Signature]

SIX WINSTON ST

ENDERSON NV 89052

Unit Address 9460 Thunder Sky ST.

702-270-2557



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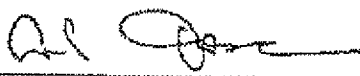
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HOMEOWNER hereby assigns to THE ASSOCIATION all of the claims and causes of action that HOMEOWNER possesses against D.R. Horton, Inc., and any and all of the designers, contractors, subcontractors and material suppliers that participated in any way in the design, construction or supply of materials for construction of the townhome project and/or HOMEOWNER'S unit, for defective construction. Such assigned claims and causes of action expressly include, but are not limited to, all claims and causes of action that arise out of (1) The contract for sale of the subject property from D.R. Horton, Inc., (2) Any express or implied warranties; (3) Any an all common law claims, including but not limited to claims in negligence, fraud and equitable claims; (4) Any and all claims relating to or arising out of NRS Chapter 40, et seq.; and (5) Any and all claims relating to or arising out of Chapter 116, et seq.

Dated: 8/21/10

Print Name(s) GABRIEL PARMAN

Signature(s) 

Unit Address #102

Telephone # 702-278-2124



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

**RECITALS**

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

C. The Nevada Supreme Court, in its ruling entitled D.R. Horton v. Eighth Judicial District Court, 215 P.3d 697 (2009), held that a homeowners association has the right to sue the builder for claims arising from the individual units if it can meet the requirements for class action certification.

D. Although THE ASSOCIATION believes that it will be granted standing to pursue the claims of the individual unit owners under this analysis, it is not a certainty.

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F. HOMEOWNER and THE ASSOCIATION desire for THE ASSOCIATION to have the right to assert the individual claims that the HOMEOWNER has against D.R. Horton Inc., as well as any other entity that contributed to the defective development, design, construction, supply of materials, or sale of the townhome project and/or HOMEOWNER's unit.

G. It is understood that nothing in this Assignment shall be construed to obligate THE ASSOCIATION, in any way to undertake or pay for any particular repairs to any individual unit.

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Dated: 6/2/10

Print Name(s) Margaret Payette

Signature(s) Margaret Payette

Unit Address 9430 Thunder Sky St #103

Telephone # 702-401-5000



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 8/17/10

Print Name(s) Martin Pecora

Signature(s) 

Unit Address 8749 Horizons Ln Unit #101



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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**RECITALS**

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Dated: 8/2/10

Print Name(s) Gail Perillo

Signature(s) Gail Perillo

Unit Address 8644 Traveling Breeze # 101



**HIGH NOON AT ARLINGTON RANCH  
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A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

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Dated: 6-8-2010

Print Name(s) CHRISTOPHER PRESTIPINO

Signature(s) C. Prestipino

Unit Address 8710 HORIZON WIND #101

Telephone # 702-635-7124



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

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Dated: 6/14/10

Print Name(s) Norm Ragland

Signature(s) Norm Ragland

Unit Address 8809 HORIZON WINDS AVE #102  
LAS VEGAS, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/10/10

Print Name(s) Paul Rechsteiner

Signature(s) 

Unit Address 8785 Traveling Breeze AVE #104  
Las Vegas NV 89178



### HIGH NOON AT ARLINGTON RANCH ASSIGNMENT OF CAUSES OF ACTION

This Assignment is made by the undersigned homeowner(s) at High Noon At Arlington Ranch ("HOMEOWNER") in order to insure that the High Noon At Arlington Ranch Homeowners Association (hereafter "THE ASSOCIATION") has the power to recover the cost of repairing defects in the project.

#### RECITALS

A. Significant defects have been discovered in the individual units at the High Noon At Arlington Ranch townhomes.

B. THE ASSOCIATION has brought a lawsuit against D.R. Horton, in High Noon At Arlington Ranch Homeowners Association v. D.R. Horton, Eighth Judicial District, Clark County Nevada, Case No. A542616. D.R. Horton has refused to repair the defects.

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Dated: 8/5/2010

Print Name(s)

LINDA M RIDICCA

Signature(s)

Linda M Ridicca

Unit Address

8685 TRAVELING BREED  
# 102



**HIGH NOON AT ARLINGTON RANCH  
ASSIGNMENT OF CAUSES OF ACTION**

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Dated: 3/11/10

Print Name(s) Marie Rodgers

Signature(s) Marie Rodgers

Unit Address 8054 Traveling Breeze Ave Unit 102  
Las Vegas, NV 89178



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 8-28-10

Print Name(s) Michael Rogers Daelene Rogers

Signature(s) Michael Rogers Daelene Rogers

Unit Address 2804 Traveling Jockey Ave #103



**HIGH NOON AT ARLINGTON RANCH  
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Dated: 6/12/10

Print Name(s)

ELLEN J. ROSS

Signature(s)

[Signature]

Unit Address

8815 Traveling Breeze #104

*Thanks!*



# Exhibit 5



ADDRESS	STREET NAME	UNIT	ASSIGNMENT
8649	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8650	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8659	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8660	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8669	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8670	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8679	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8680	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8689	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8690	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8710	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8720	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8729	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8730	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8739	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8740	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8749	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8750	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES



8759	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8760	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8769	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8779	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8780	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	
8789	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8790	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8799	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
8800	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
8809	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8810	Horizon Wind Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8819	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8820	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8829	Horizon Wind Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8839	Horizon Wind Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES
8840	Horizon Wind Ave.	Unit 101	
		Unit 102	
		Unit 103	YES
9430	Thunder Sky St.	Unit 101	
		Unit 102	YES
		Unit 103	YES
9440	Thunder Sky St.	Unit 101	YES
		Unit 102	YES
		Unit 103	
	Thunder Sky St.	Unit 101	YES



9450		Unit 102	YES
		Unit 103	YES
9460	Thunder Sky St.	Unit 101	
		Unit 102	
		Unit 103	YES
		Unit 101	YES
9470	Thunder Sky St.	Unit 102	YES
		Unit 103	YES
		Unit 101	YES
		Unit 102	
9480	Thunder Sky St.	Unit 103	
		Unit 101	YES
		Unit 102	
9490	Thunder Sky St.	Unit 103	YES
		Unit 102	
		Unit 101	
8647	Tom Noon Ave.	Unit 103	
		Unit 102	
		Unit 101	
8648	Tom Noon Ave.	Unit 103	YES
		Unit 102	
		Unit 101	YES
8657	Tom Noon Ave.	Unit 103	
		Unit 102	
		Unit 101	
8658	Tom Noon Ave.	Unit 103	YES
		Unit 102	
		Unit 101	YES
8667	Tom Noon Ave.	Unit 103	
		Unit 102	YES
		Unit 101	
8668	Tom Noon Ave.	Unit 103	
		Unit 102	
		Unit 101	YES
8678	Tom Noon Ave.	Unit 103	YES
		Unit 102	YES
		Unit 101	
8679	Tom Noon Ave.	Unit 103	YES
		Unit 102	
		Unit 101	
8689	Tom Noon Ave.	Unit 103	
		Unit 102	YES
		Unit 101	YES
8698	Tom Noon Ave.	Unit 103	YES
		Unit 102	
		Unit 101	YES
8708	Tom Noon Ave.	Unit 103	
		Unit 102	
		Unit 101	
8717	Tom Noon Ave.	Unit 103	YES
		Unit 102	YES
		Unit 101	
8718	Tom Noon Ave.	Unit 103	
		Unit 102	YES
		Unit 101	YES
	Tom Noon Ave.	Unit 102	
		Unit 101	



8727		Unit 103	
	Tom Noon Ave.	Unit 101	
8728		Unit 102	
		Unit 103	
	Tom Noon Ave.	Unit 101	
8737		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8738		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8747		Unit 102	YES
		Unit 103	
	Tom Noon Ave.	Unit 101	
8748		Unit 102	
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8757		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8758		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8768		Unit 102	
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8777		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8778		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8787		Unit 102	YES
		Unit 103	
	Tom Noon Ave.	Unit 101	YES
8788		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8797		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8798		Unit 102	
		Unit 103	
	Tom Noon Ave.	Unit 101	
8807		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	YES
8808		Unit 102	YES
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8817		Unit 102	
		Unit 103	YES
	Tom Noon Ave.	Unit 101	
8818		Unit 102	
		Unit 103	YES



8628	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8618	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8628	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8637	Tom Noon Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8638	Tom Noon Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8644	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8645	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
8650	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8655	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8664	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8665	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8674	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
		Unit 103	
8675	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	YES
8684	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8685	Traveling Breeze Ave.	Unit 101	YES
		Unit 101	
		Unit 102	YES
8685	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	
		Unit 103	
8694	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
		Unit 103	YES
8695	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
	Traveling Breeze Ave.	Unit 101	YES



8715		Unit 102	
		Unit 103	YES
8724	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8725	Traveling Breeze Ave.	Unit 103	
		Unit 101	
8734	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	
8735	Traveling Breeze Ave.	Unit 101	
		Unit 102	YES
8744	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8745	Traveling Breeze Ave.	Unit 102	
		Unit 103	YES
8754	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8755	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8764	Traveling Breeze Ave.	Unit 102	YES
		Unit 103	YES
8765	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8775	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8784	Traveling Breeze Ave.	Unit 102	
		Unit 103	
8785	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
8794	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
8795	Traveling Breeze Ave.	Unit 102	
		Unit 103	YES
8804	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
8805	Traveling Breeze Ave.	Unit 103	YES
		Unit 101	
		Unit 102	YES



8810		Unit 103	YES
8815	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8824	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	
8825	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	YES
		Unit 103	
8835	Traveling Breeze Ave.	Unit 101	YES
		Unit 102	
		Unit 103	YES



# Exhibit 6



TOMNITZ AVENUE

TOMNITZ AVENUE

ALLEY

ALLEY

ARLINGTON RANCH BLVD.

TOM NOON AVENUE

TOM NOON AVENUE

BLOWING RAIN STREET

THUNDER SKY STREET

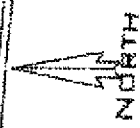
HORIZON WIND AVENUE

HORIZON WIND AVENUE

TRAVELING BREEZE AVENUE

TRAVELING BREEZE AVENUE

W-RICHMAR AVENUE





# Exhibit 7



## **CURRICULUM VITAE**

Personal Resume of Experience, Education and Relevant Activities

for

**Ron F. Risto, General Contractor**

### **Synopsis**

#### **Business:**

Chief Operating Officer: R.H. Adcock / Architect And Associates, Inc.  
3550 Camino Del Rio North, Suite 305  
San Diego, CA 92108

President of: Alpha Development Incorporated  
3550 Camino Del Rio North, Suite 305  
San Diego, CA 92108

#### **Personal Background:**

- Born April 22, 1949, Syracuse, New York
- Father was a Heating and Air Conditioning Contractor

#### **Formal Education: (since high school)**

- Hudson Valley Community College, Troy, New York, 1967 to 1968. Sociology Major.
- Brockport State University, Brockport, New York, 1968 to 1970. Physical Education Major and Sociology Minor.
- Contractors School, San Diego, California, 1987 in preparation for General Contractors License.
- Anthony School of Real Estate, San Diego, California, 1990 in preparation for Real Estate License.
- Mike Busse School, San Diego, California, 1993 in preparation for Insurance License.
- NRCA Conference on Commercial Roof Problem Analysis and Roofing Options, Seattle, Washington, 1996.

#### **Professional Registration:**

- California General Contractors license No. 535035
- Nevada General Contractors license No. 43095
- Arizona General Contractors license No. ROC23

#### **Professional Affiliations & Activities:**

- Member of International Code Council
- Member National Fire Protection Association
- CSI certified, Construction Documents Technology



## **Curriculum Vitae**

**Ron F. Risto**

**Page 2**

- Member of American Architectural Manufacturers Association
- Member of Western States Roofing Contractors Association
- California Real Estate License
- California Department of Insurance license
- Member of Board of Trustees at Life Church, Allentown, PA
- Member of Board of Directors at JM Ministries, Vladivostok, Russia

### **Vocational Experience: (since college)**

- Foreman, Empire Builders, Tulsa, Oklahoma. Duties included supervision of road building and drainage systems.
- Superintendent, R.D. Evans Homes, Bixby, Oklahoma. Construction of single family, multifamily and institutional buildings.
- Vice President, ALRON, inc., Tulsa, Oklahoma and Crested Butte, Colorado. Construction of spec and custom homes, and office buildings.
- President, R & R Building Concepts Inc., Haskell, Oklahoma. Construction of homes, condos, churches and schools.
- McMillin Companies, San Diego. Project manager for construction of tract homes.
- Ensal Corporation, San Diego. Vice President in charge of development and construction.
- Dura-Bilt Construction, El Cajon, California. Design and estimating, and remodeling of homes, townhouses and offices.
- Owner, R.F. Risto Associates, General Contracting Consulting and Services. Description of services include:

Construction defect analysis	Testimony
Certificates of merit	Visual inspections
Destructive testing	Solution and repair cost estimates

### **Vocational Experience: (continued)**

- Chief Operating Officer, R.H. Adcock / Architect And Associates, Inc., San Diego, California. Responsible for forensic architectural investigations, destructive testing, document research, exhibit development, construction document review and construction inspections and cost estimating.

### **Summary of Forensic Experience Related to Construction Defect Litigation**

#### **Cases:**

- Fire Resistive Construction



## **Curriculum Vitae**

**Ron F. Risto**

**Page 3**

- Windows and Doors
- Interior Finish Systems
- Waterproofing and Weatherproofing
- Fireplaces
- Roofing
- Exterior Finish Systems
- Building Industry Show 1997 - Attendee
- Completed Seminars In:
  - Post Construction Problem Solving
  - Chasing The Leak- Moisture Control in Residential Housing
  - Hard Facts About Concrete
  - The New Insurance Picture: What Builders Need to Know

Providing consultant services for plaintiff cases, for homeowner associations and developers, defense for developers and insurance companies, and cross defense for subcontractors and insurance companies.

### **Speaker/Lecturer:**

- 2001 CAI Construction Defect Seminar, AZ
- 2002 CAI Construction Defect Seminar, AZ
- 2002 CAI ABC Construction Defect Seminar, AZ
- 2003 Maintenance vs. Defects Manager Program Seminar, AZ

August 10, 2010



# Exhibit 8



**ARLINGTON RANCH  
LAS VEGAS, NV**

**PRELIMINARY DEFECT LIST AND  
REPAIR RECOMMENDATIONS**

January 7, 2008

**Updated May 19, 2011  
With additional Roofing Investigations  
New addresses are bold**

**All additions to this report from previous inspections are notated with *Italics***

**PLEASE NOTE THAT THIS REPORT HAS ROOFING DEFECTS ONLY**

Prepared by:  
**R.H. ADCOCK / ARCHITECT & ASSOCIATES, INC.**  
3550 Camino Del Rio North  
Suite 305  
San Diego, CA 92108  
619-624-9272  
619-624-9566 FAX



**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations  
January 7, 2008 **Updated May 19, 2011**

**FOR MEDIATION PURPOSES ONLY.**  
N.R.S. 48.109 and N.R.S.40.680

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**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations  
January 7, 2008 Updated May 19, 2011

FOR MEDIATION PURPOSES ONLY,  
N.R.S. 48.109 and N.R.S.40.680

## **INTRODUCTION**

At the request of the law offices of QUON BRUCE CHRISTENSEN we have prepared a Preliminary Defect List and Repair Recommendations based upon our visual and invasive investigation of Arlington Ranch, located in Las Vegas, NV.

Arlington Ranch is comprised of 114 buildings with 3 units per building. The project construction type is wood-framed walls with concrete tile roofing and a one-coat stucco system. The project was built under the 2000 International Building Code.

This expert opinion is based on a valid and reliable representative sample of the components of the residences and appurtenances, and it is my opinion that those similarly situated residences and appurtenances may have such common constructional defects.



**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations  
January 7, 2008 Updated May 19, 2011  
**TILE ROOFS**

FOR MEDIATION PURPOSES ONLY.  
N.R.S. 48.109 and N.R.S.40.680

At the request of Angius & Terry LLP, we have updated our Report and Repair Recommendations based upon our visual and invasive investigation of the roofs at Arlington Ranch.

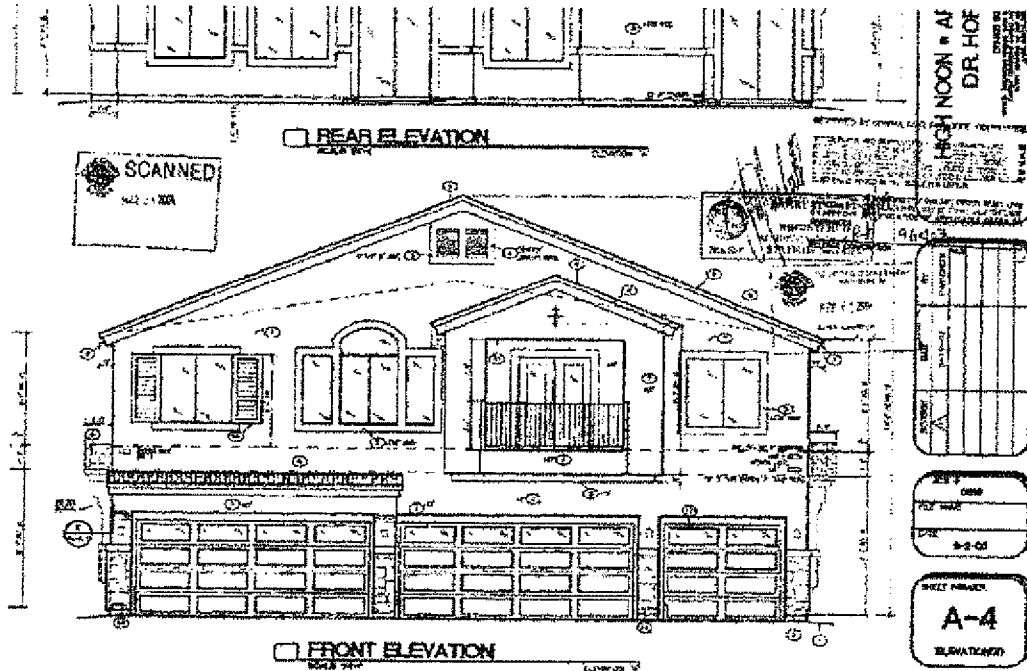
Building plans and "as-built" construction indicates that there are two variations in roof plans. These alternate conditions are shown in the building plans on sheet A-4, as Elevation 'A', and on sheet A-4.1, as Elevation 'B'. The only difference found between these roof plans and elevations is that Elevation 'A' has "straight" gable ends and Elevation 'B' shows "clipped" gable ends at the front elevation. It should be noted that in the "as-built" construction, the gable in Elevation 'B' is found to only be clipped at the upper roof and not over the balcony projection as shown on sheet A-4.1.

Arlington Ranch is comprised of 114 buildings with 3 units per building. The roof inspections and repair recommendations have been made with the understanding that each building and the entirety of its various roof components be considered as a single entity and not be divided by individual unit. Of the 114 buildings, 61 were built as Elevation 'A', with the "straight" gable end, and 53 were constructed as Elevation 'B', with the "clipped" gable end.



**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations  
January 7, 2008 Updated May 19, 2011  
**Elevation 'A'**

FOR MEDIATION PURPOSES ONLY.  
N.R.S. 48.109 and N.R.S.40.680





**ARLINGTON RANCH**

Preliminary Defect List &amp;

Repair Recommendations

January 7, 2008 Updated May 19, 2011

FOR MEDIATION PURPOSES ONLY.

N.R.S. 48.109 and N.R.S.40.680

Elevation 'A'

Addresses	RHA Visual Inspection	RHA DT Inspection	RHA Total Inspected
8640 Horizon Wind	X		X
8649 Horizon Wind		X	X
8660 Horizon Wind		X	X
8669 Horizon Wind	X		X
8680 Horizon Wind			
8689 Horizon Wind			
8710 Horizon Wind			
8729 Horizon Wind		X	X
8730 Horizon Wind	X	X	X
8740 Horizon Wind		X	X
8749 Horizon Wind		X	X
8760 Horizon Wind	X		X
8769 Horizon Wind			
8789 Horizon Wind	X	X	X
8790 Horizon Wind			
8799 Horizon Wind	X	X	X
8800 Horizon Wind			
8809 Horizon Wind			
8819 Horizon Wind			
8820 Horizon Wind			
9440 Thunder Sky	X	X	X
9460 Thunder Sky	X		X
9480 Thunder Sky		X	X
9490 Thunder Sky			
8618 Tom Noon	X	X	X
8638 Tom Noon		X	X
8639 Tom Noon			
8658 Tom Noon	X		X
8667 Tom Noon			
8678 Tom Noon			
8689 Tom Noon	X		X
8698 Tom Noon			
8718 Tom Noon	X		X
8727 Tom Noon			
8738 Tom Noon			
8747 Tom Noon			
8758 Tom Noon	X	X	X
8778 Tom Noon			
8787 Tom Noon	X		X
8797 Tom Noon			



**ARLINGTON RANCH****Preliminary Defect List &  
Repair Recommendations****January 7, 2008 Updated May 19, 2011****FOR MEDIATION PURPOSES ONLY.****N.R.S. 48.109 and N.R.S.40.680**

8798 Tom Noon			
8807 Tom Noon	X		X
8818 Tom Noon			
8644 Traveling Breeze	X		X
8654 Traveling Breeze	X	X	X
8655 Traveling Breeze			
8674 Traveling Breeze			
8675 Traveling Breeze			
8695 Traveling Breeze	X		X
8724 Traveling Breeze			
8725 Traveling Breeze	X		X
8744 Traveling Breeze	X		X
8745 Traveling Breeze			
8764 Traveling Breeze	X	X	X
8765 Traveling Breeze	X		X
8784 Traveling Breeze			
8785 Traveling Breeze	X	X	X
8804 Traveling Breeze			
8805 Traveling Breeze	X		X
8825 Traveling Breeze			
8835 Traveling Breeze			
<b>61 Total Addresses</b>	<b>24</b>	<b>16</b>	<b>31 of 61</b>



**ARLINGTON RANCH**  
Preliminary Defect List &  
Repair Recommendations  
January 7, 2008 Updated May 19, 2011  
**Elevation 'B'**

FOR MEDIATION PURPOSES ONLY.  
N.R.S. 48.109 and N.R.S.40.680

