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KEVEN LEVEILLE[1]
JOSHUA MENDELSOHN

Of Counsel
DANIEL E. ANGIUS
MICHAEL HARDY

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Walnut Creek, CA
Riverside, CA
Los Angeles, CA
San Diego, CA
Fresno, CA
Manteca, CA
Palm Harbor, FL
Orlando, FL
Reno, NV

March 26, 2020

Member
Laurel Place II Owners Association

Re: *Laurel Place II Owners Association*
Construction Defect Investigation

Dear Member,

Please be advised that Angius & Terry LLP has been retained by the Laurel Place II Owners Association to investigate claims for construction defects in the Association's common areas and six condominium units. The purpose of this communication is twofold: (1) to provide you with a copy of the Notice sent to Taylor Morrison of California, LLC, and (2) to provide each owner of a residential lot with the opportunity to join in the investigation and legal proceedings.

NOTICE OF CLAIM AND DISCLOSURES

On March 26, 2020, the Association served a "Notice of Violation of Building Standards for Original Construction; Notice of Commencement of Legal Proceedings" on Taylor Morrison of California, LLC for the six condominium units. The claim was authorized by the Association's Board of Directors in accordance with its responsibilities under the Association's governing documents and in compliance with California Law.

Please be advised that this Notice DOES NOT constitute formal litigation. Rather, it is a mandated claims process that affords the developer the right to inspect the alleged defects, perform warranty repairs if it so desires, and/or offer a monetary sum to the Association for the purpose of repairing the defects. Enclosed is a copy of the Notice.

Should you wish to sell your home during the pendency of this matter, please be advised that a copy of "Exhibit A: Initial Defect List" for Lot 7, Units 1 through 6, should be provided to any prospective purchaser (Cal. Civ. Code, § 4525.) We encourage you to contact our office for assistance in fulfilling any construction defect disclosure obligations.

DEADLINE TO BRING CONSTRUCTION DEFECT CLAIM

Both the condominium units and the separate residences at the property are suffering from obvious signs of water intrusion at the balconies and decks. There are additional signs of water intrusion through the exterior cladding system. Because the Association is responsible for the exterior maintenance of the condominium units, the Board

determined that its best financial option was to seek repairs from the developer or, alternatively, the funds to perform the repairs. The deadline to bring this type of claim against Taylor Morrison is ten (10) years from the date of the Notice of Completion for each unit. Because those deadlines start running in April of 2020, the Board decided that immediate action was necessary.

Please be advised that the deadline to bring a claim for water intrusion at your residence either has or will be expiring shortly. [Taylor Morrison recorded a separate Notice of Completion for each residence.] If you would like to include your residence in this matter, please sign and return the enclosed fee agreement. We will return a fully executed agreement so long as the deadline has not already passed on your home. We will then serve a Notice for your home within one business day of receipt of your agreement and provide you with a copy for your records. If we are able to secure a recovery on your behalf, our fees and costs will be deducted from the recovery. There is no financial risk to you: we only get paid if you get paid.

If you have any questions regarding the fee agreement, or wish to return your signed copy, please email Wendy Benner at wbenner@angius-terry.com.

OWNER QUESTIONNAIRES

Because we have only one opportunity to bring this type of claim, it is critical that we identify and document all defects and damages that exist. In order to do so, we are implementing a multi-faceted investigation. We have retained a group of experts who will conduct visual inspections and invasive testing to document the property conditions. We will be reviewing the Association's maintenance and repair documents to determine whether there have been any extraordinary maintenance requirements or expenditures. We will also be reviewing the developer/builder records to identify unexpected field conditions, sequencing issues, and subcontractor issues.

Additionally, we ask that you complete the enclosed questionnaire and return it to us at your earliest convenience but no later than April 30, 2020. In order to complete the questionnaire, you will need to survey the exterior of your building. We understand that your time is valuable and appreciate any efforts that you make in completing the questionnaire.

SCHEDULE OF EVENTS

Within the next few months, we anticipate that a schedule will be established that will include a "town hall" meeting with the members, an onsite investigation by the construction experts, the production of expert reports, and settlement discussions with the developer. We will update the membership as matters progress.

If you should have any questions or concerns, please do not hesitate to contact me. We look forward to working with you.

Very truly yours,

ANGIUS & TERRY LLP

Allison L. Andersen

Allison L. Andersen
aandersen@angius-terry.com

ALA/
Encls.

Bradley J. Epstein (CSB# 171567)
Allison L. Andersen (CSB# 221383)
Lucas M. Sprenkel (CSB# 325279)
ANGIUS & TERRY LLP
3001 Lava Ridge Court, Suite 130
Roseville, CA 95661
Telephone: (916) 567-1400
Facsimile: (916) 567-1401

Attorneys for Claimant,
LAUREL PLACE II OWNERS ASSOCIATION

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

LAUREL PLACE II OWNERS ASSOCIATION, a California nonprofit mutual benefit corporation, Claimant, vs. TAYLOR MORRISON OF CALIFORNIA, LLC, a California limited liability company, et al. Respondents.	**NOTICE OF VIOLATION OF BUILDING STANDARDS FOR ORIGINAL CONSTRUCTION; NOTICE OF COMMENCEMENT OF LEGAL PROCEEDINGS** **(CAL. CIV. CODE §§ 910 ET SEQ., 6000)**

TO TAYLOR MORRISON OF CALIFORNIA, LLC:

NOTICE IS HEREBY GIVEN that LAUREL PLACE II OWNERS ASSOCIATION hereby asserts a claim for defects in the design and construction of the common interest development known as Laurel Place II ("Development") located in Santa Clara County, California. This notice is intended to include the entirety of the common area property located within the Development and more particularly described on the final map of Tract 10015, filed for record on June 16, 2009, in Book 832 of Maps at Pages 27 through 30, inclusive, in the Official Records of the County of Santa Clara, State of California. The common area property includes, amongst other portions of the Development, condominium units 1 through 6 located on Lot 7.

"The notice shall toll all applicable statutes of limitation and repose, whether contractual or statutory, by and against all potentially responsible parties, regardless of whether they were named in the notice, including claims for indemnity applicable to the claim for the period set further in subdivision (c)." (Civ. Code, § 6000(c)).

If the applicable statute of limitations runs during the Right to Repair process (Civ. Code § 910 et seq.), the time period for filing a complaint or seeking other legal remedies for violation of any provision of the Civil Code, Division 2, Part 2, Title 7, "or for a claim of inadequate repair, is extended from the time of the original claim by the claimant to one hundred (100) days after the repair is completed, whether or not the particular violation is the one being repaired. If the builder fails to acknowledge the claim within the time specified, elects not to go through this statutory process, or fails to request an inspection within the time specified, the time period for filing a complaint or other legal remedies for the violation of any provision of this title is extended from the time of the original claim by the claimant to 45 days after the time for responding to the notice of claim has expired." (Civ. Code, § 927.)

You are required to acknowledge receipt of this Notice within fourteen (14) days pursuant to Civil Code section 913.

You are required to provide the following within thirty (30) days pursuant to Civil Code section 912:

(1) All relevant plans, specifications, mass or rough grading plans, final soils reports, Bureau of Real Estate public reports and available engineering calculations relative to structural, fire safety and/or soils concerns;

(2) All maintenance and preventative maintenance recommendations that pertain to the condominiums;

(3) All manufactured products maintenance, preventative maintenance, and limited warranty information that pertain to the condominiums;

(4) All builder's limited contractual warranties in effect at the time of the original sale of the residences.

///

You are required to provide the following documents within sixty (60) days pursuant to Civil Code section 6000(e)(1):

(1) All other documents that are reasonably calculated to lead to the discovery of admissible evidence in this matter.

I. PRELIMINARY LIST OF DEFECTS

Pursuant to California Civil Code section 6000(b)(2), with reservation to amend, modify or add to this Notice, the Association's preliminary, non-exclusive list of claimed defects and the results thereof is attached hereto as Exhibit "A".

II. SUMMARY OF RESULTS OR SURVEYS OR QUESTIONNAIRE

Pursuant to California Civil Code section 6000(b)(4), the Association has not distributed any surveys or questionnaires to its members.

III. SUMMARY OF RESULTS OF TESTING

Pursuant to California Civil Code section 6000(b)(5), a summary of the results of the preliminary testing conducted to determine the nature and extent of defects in the design and construction of the development is attached hereto as Exhibit "A".

IV. COMMUNICATION REGARDING THIS NOTICE

Bradley J. Epstein & Allison L. Andersen, Lucas M. Sprenkel, Angius & Terry LLP, 3001 Lava Ridge Court, Suite 130, Roseville, CA 95661; Telephone: (916) 567-1400; Email: aandersen@angius-terry.com.

Dated: March 25, 2020

ANGIUS & TERRY LLP

By: _____

Allison L. Andersen
Attorneys for Claimant

PROOF OF SERVICE

Laurel Place II Homeowners Association v. Taylor Morrison of California, LLC, et al.

I, CHRISTY JONES, hereby declare as follows:

I am over the age of 18 years and not a party to this action. I am employed in the County of Riverside, California where the mailing occurs. My business address is 6185 Magnolia Avenue, #204, Riverside, California 92506.

On March 25, 2020, I served the following document: **NOTICE OF VIOLATION OF BUILDING STANDARDS FOR ORIGINAL CONSTRUCTION; NOTICE OF COMMENCEMENT OF LEGAL PROCEEDINGS - (CAL. CIV. CODE §§ 910 ET SEQ., 6000)** on each person named below by enclosing a copy in an envelope addressed as follows:

TAYLOR MORRISON OF CALIFORNIA, LLC
c/o National Registered Agents, Inc.
4900 N. Scottsdale Rd., Suite 2000
Scottsdale, AZ 85251

NATIONAL REGISTERED AGENTS, INC.
818 West Seventh Street, Suite 930
Los Angeles, CA 90017

[X] **BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED:** I enclosed the said document(s) in a sealed envelope addressed to the persons at the addresses stated above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day as correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

[X] **BY U.S.P.S. MAIL:** I enclosed the said document(s) in a sealed envelope addressed to the persons at the addresses stated above and placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day as correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on March 25, 2020, in Riverside, California.

CHRISTY JONES

EXHIBIT “A”

Laurel Place II Owners Association
Exhibit A: Initial Defect List

Location: All Common Areas within the Development
Lot 7, Unit 1
Lot 7, Unit 2
Lot 7, Unit 3
Lot 7, Unit 4
Lot 7, Unit 5
Lot 7, Unit 6

Standards Violated:

Air Conditioning	Section 896(g)(5): Shall be provided in a manner consistent with the size and efficiency design criteria specified in Title 24 of the California Code of Regulations
Ceramic Tile, Tile Backing	Section 896(g)(13): Shall be installed in such a manner that the tile does not detach
Ceramic Tile, Tile Countertops	Section 896(a)(18): Waterproofing system shall not allow water into the interior walls, flooring systems, or other components so as to cause damage; shall be designed and installed to deflect unintended water to the waterproofing system.
Decks, Deck Systems, Balconies, Balcony Systems, Exterior Stairs, and Stair Systems	Section 896(a)(5): Shall not allow water to pass into the adjacent structure Section 896(a)(6): Shall not allow unintended water to pass within the systems themselves and cause damage to the systems
Doors	Section 896(a)(1): Shall not allow unintended water to pass beyond, around, or through the door or its designed or actual water barrier
Electrical and Mechanical Systems	Section 896(d)(3): Shall be constructed and installed in such a way so as not to cause and unreasonable risk of fire
Fireplaces, Chimneys, Chimney Structures, Chimney Termination Caps	Section 896(d)(2): Shall be constructed and installed in such a way so as to not cause an unreasonable risk of fire outside the fireplace enclosure or chimney
Fire Protection Issues	Section 896(d)(1): Shall be constructed so as to materially comply with design criteria of the applicable government building codes, regulations, and ordinances
Foundation Systems, Slabs	Section 896(a)(7): Shall not allow water or vapor to enter into the structure so as to cause damage to another building component Section 896(a)(7): Shall not allow water or vapor to enter into the structure so as to limit the installation of flooring materials

Foundations, Load Bearing Components, Slabs	Section 896(b)(1): Shall not contain significant cracks or significant vertical displacement Section 896(b)(2): Shall not cause the structure, in whole or in part, to be structurally unsafe
Foundations, Load Bearing Components, Slabs, Underlying Soils	Section 896(b)(3): Shall be constructed to so as to materially comply with the design criteria set by the applicable government building code, regulations, and ordinances for chemical deterioration or corrosion resistance
Hardscape, Paths, Patios, Drainage Systems	Section 896(a)(9): Shall not be installed in such a way as to cause water or soil erosion to enter into or come in contact with the structure so as to cause damage to another building component
Heating	Section 896(g)(4): Shall be installed so as to be capable of maintaining a room temperature of 70 degrees Fahrenheit at a point three feet above the floor
Plumbing System, Sewer System, Utility System	Section 896(a)(14): The lines and components of the system shall not leak Section 896(a)(15): Shall not corrode so as to impede the useful life of the system
Retaining Walls, Site Walls	Section 896(a)(13): Shall only allow water to flow beyond, around or through the areas designated by the design
Roofing Materials	Section 896(g)(11): Shall be installed so as to avoid materials falling from the roof
Roofs, Roofing Systems, Chimney Caps, Ventilation	Section 896(a)(4): Shall not allow water to enter the structure or to pass beyond, around or through the designed or actual moisture barrier
Sewer Systems	Section 896(a)(16): Shall be installed in such a way to allow the designated amount of sewage to flow through the system
Showers, Baths, Related Waterproofing Systems	Section 896(a)(17): Shall not leak water into the interior or the walls, flooring systems, or the interior of other components
Soils	Section 896(c)(3): Shall not cause, in whole or part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale
Soils, Engineered Retaining Walls	Section 896(c)(1): Shall not cause, in whole or part, damage to the structure built upon the soil or engineered retaining wall Section 896 (c)(2): Shall not cause, in whole or part, the structure to be structurally unsafe
Structure	Section 896(b)(4): Shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance Section 896(g)(15): Shall be constructed in such a manner so as not to impair the occupants' safety because they contain public health hazards as determined by a duly authorized public health official, health agency, or governmental entity having jurisdiction

Stucco, Exterior Siding, Exterior Walls, Exterior Framing, Exterior Wall Finishes and Fixtures, Pot Shelves, Horizontal Surfaces, Columns, Plant Ons	Section 896(a)(10): Shall be installed in such a way so as not to allow unintended water to pass into the structure or to pass beyond, around or through the designed or actual moisture barriers
Stucco, Exterior Siding, Exterior Walls	Section 896(a)(11): Shall not allow excessive condensation to enter the structure and cause damage to another structure and cause damage to another component
Windows, Patio Doors, Deck Doors	Section 896(a)(2): Shall not allow water to pass beyond, around or through the component or its designed or actual moisture barriers; Section 896(a)(3): Shall not allow excessive condensation to enter the structure and cause damage to another component

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LEGAL SERVICES AGREEMENT
CONTINGENCY FEE - ATTORNEY TO ADVANCE COSTS
30% NET AGREEMENT

This Legal Services Agreement ("Agreement") is entered into between _____ ("Client") and Angius & Terry LLP ("Attorney") for the property located at _____ ("Subject Property"). The parties have entered into this Agreement in the County of Santa Clara, California. Client and Attorney mutually agree to the following terms.

1. **Scope of Attorney Services for Client**

Attorney is retained by Client to investigate, prosecute, and negotiate Client's claims related to the development, design, and construction of the Subject Property ("Subject Representation"). The Subject Representation specifically includes the investigation of construction deficiencies, negotiation and mediation pursuant to the California Civil Code, and the pursuit of formal legal action against the responsible individuals and entities ("Builder").

Attorney has advised Client that certain applicable statutes of limitation and repose are on the verge of expiring (some may have already expired), and that Client must diligently pursue this action. Client understands that but for its agreement to pursue legal action, Attorney would not have accepted this matter.

Client agrees that legal services provided pursuant to this Agreement shall extend through any settlement, arbitration, and trial, but shall not include the filing or prosecution of an appeal. If Client desires Attorney to file and prosecute an appeal, Client and Attorney shall execute a separate written fee agreement.

2. **Attorney Fees Shall Be Paid On A Contingency Fee Basis**

A **Percentage of Recovery:** Attorney shall be paid thirty percent (30%) of the Net Recovery after costs and litigation expenses have been reimbursed.

B. **Recovery Other Than Cash:** The Net Recovery shall include the value received from any source and by any means including credits, offsets, or consideration of any kind whatsoever paid or inuring to Client on account of or in connection with the Subject Representation. In the event that the recovery includes goods or services, the recovery shall include the fair market value of such goods or services.

C. **Retention of Co-Counsel Services:** Attorney reserves the right to seek the services of Co-Counsel during the prosecution of this matter. In the event that Co-

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Counsel is retained, Attorney shall pay for those services out of her portion of the recovery. In no event shall Client be responsible for payment of more than the percentage outlined in Section 2(A) above.

D. **Client Authorizes and Is Responsible For All Costs Incurred By Attorney On Client's Behalf:** Client acknowledges that the costs of litigation are separate from fees. Client authorizes Attorney to incur all costs necessary to proceed with services under this Agreement. Attorney shall advance the costs of litigation, including, without limitation, reasonable litigation-related management fees, court fees, reproduction fees, service of process charges, notary fees, computer assisted legal research, telephone charges, messenger and delivery fees, postage, facsimile charges, deposition costs, parking, investigation expenses, consultant fees, expert witness fees, jury fees, costs of materials and equipment used for arbitration or trial, and other similar items. Client is responsible for the costs of litigation only to the extent of Attorney's recovery herein. If Client's share of the recovery in this matter is insufficient to reimburse Attorney for the total amount of the costs advanced, Client shall reimburse Attorney in the amount of Client's recovery only and shall not be responsible for paying any remaining balance to Attorney.

3. **Attorney Fees Are Negotiable**

Client acknowledges that Attorney fees are not set by law and are a matter of negotiation between Client and Attorney.

4. **Attorney's Choice of Consultants Is Not Negotiable**

Attorney shall be responsible for selecting the appropriate contractor(s) and design professional(s) to investigate Client's claims and provide expert witness services. This selection shall be based upon Attorney's experience in handling complex construction defect claims and litigation. Client understands that this paragraph is a material term to the Agreement.

5. **Client's Duty of Cooperation**

Client agrees to cooperate with Attorney throughout the Subject Representation and shall comply with all reasonable requests by Attorney in connection with the same. Client shall keep Attorney advised of the condition of the subject property at all times and shall provide Attorney with fifteen days' notice prior to commencing any non-emergency repairs. Client further agrees to appear on reasonable notice at all depositions, court appearances, settlement conferences, mediations, arbitrations, and trial.

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6. **Settlements Cannot Be Made Without Client's Consent**

No settlement can or shall be made without the prior approval of Client. Attorney shall receive and hold in trust any funds or other things of value that may be properly payable or deliverable to Client on account of any settlement agreed to or judgment recovered in connection with the Subject Representation. Client shall approve the disbursements of any funds received by Attorney.

7. **Arbitration of Disputes**

In accordance with California Business and Professions Code section 6200 et seq., the County Bar Association has established procedures for arbitration of disputes concerning fees and/or costs that are charged for professional services by members of the State Bar of California. The code provides for arbitration of fee disputes that "shall be voluntary for a client and ... mandatory for an attorney if commenced by a client." (Bus. & Prof. Code § 6200(c).) Under section 6204(a), unless the parties have agreed in writing to be bound by the arbitration award, either party may demand a trial after arbitration if sought within thirty (30) days of an arbitration award. (Bus. & Prof. Code § 6204(a).) Rules relating to the arbitration of fee disputes are available from the Bar Association.

Client and Attorney agree that any non-fee dispute arising from the attorney-client relationship shall be resolved by binding arbitration. Client and Attorney shall submit the dispute to an independent third-party arbitrator in accordance with the California Code of Civil Procedure and pursuant to the rules of Judicial Arbitration and Mediation Services (JAMS). Client and Attorney understand that this agreement to resolve disputes through binding arbitration constitutes a waiver of each party's constitutional right to a jury trial and appeal.

Client acknowledges that it has been given sufficient time to consult with an attorney of Client's choice with regard to the arbitration provisions contained in this Agreement.

8. **Termination of or Withdrawal From Agreement**

Client may terminate the Subject Representation in writing at any time. Upon any such termination, Attorney will provide Client or its designee copies of all documents, files, papers, deposition transcripts, and any other relevant materials with the exception of Attorney's written work product and notes. If the matter has proceeded to litigation, a Substitution of Attorney form shall immediately be endorsed by Client and filed by Attorney with the Court, indicating that the Attorney is relieved of any further representation. If Client terminates the Subject Representation, Attorney hereby demands that Client reimburse all costs incurred by Attorney within thirty (30) days of termination.

Attorney may withdraw from further representation of Client if Client consents or for good cause. Good cause includes, but is not limited to, Client's breach of this Agreement, Client's refusal to cooperate or follow Attorney 's advice on a material matter, Client's insistence of presenting a

non-meritorious claim or defense, or any fact or circumstance that would render Attorney 's continuing representation unlawful or unethical.

At the time of Client's recovery, if any, Client shall pay Attorney for the reasonable value of Attorney 's services as well as any unpaid costs.

9. **Attorney Has Lien On Recovery For Unpaid Fees And Costs**

An attorney lien acts as security for payment of attorney fees and costs that are due to an attorney from any client based on legal services performed pursuant to a legal services agreement. By signing this Agreement, Client grants Attorney a lien for any sums due and owing to Attorney for fees and costs related to the Subject Representation. The lien shall attach to any recovery Client may obtain for claims related to the development, design, or construction of the subject property whether by arbitration award, settlement, judgment, or otherwise. Client understands that this lien could divert payment from Client or delay payment to Client until any disputes over the amount to be paid to Attorney is resolved.

Client acknowledges that it has been given sufficient time to consult an attorney of Client's choice with regard to the attorney lien.

10. **This Agreement Supersedes Any Prior Understandings**

This is a fully integrated Agreement that supersedes any and all prior oral or written agreements between Attorney and Client concerning the Subject Representation.

11. **Disclaimer of Guarantee**

Attorney agrees to use her best efforts and full resources to pursue the Subject Representation in a diligent, timely, and professional manner. Client understands and agrees that Attorney makes no warranty or representation regarding resolution of this matter. Statements of Attorney concerning resolution of the Subject Representation are statements of opinion only.

12. **Insurance**

Attorney carries errors and omissions insurance coverage.

13. **Waiver of Conflict for Joint Representation, Aggregate Settlement Offers and Aggregate Settlements.**

Client acknowledges that Attorney represents multiple clients owning property in the Laurel Place II development. Client's matter is being investigated as part of a larger construction defect claim. Client waives any conflict arising from Attorney's joint representation of all clients. Client further understands that the developer may offer one aggregate settlement to all parties and that if accepted, the settlement proceeds will be

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divided proportionally based upon the costs of repair for each home. Client will be requested to provide settlement authorization prior to the settlement of any claims.

Client acknowledges that it has received a duplicate copy of the contract signed by both the Attorney and Client.

This Agreement and all its terms shall not become effective until the date of its full execution.

Dated: _____, 2020

By: _____
Name: _____
Address: _____

Dated: _____, 2020

ANGIUS & TERRY LLP

By: _____
Allison L. Andersen
Partner

HOMEOWNER QUESTIONNAIRE

PLEASE SCAN AND EMAIL TO:
WBENNER@ANGIUS-TERRY.COM
NO LATER THAN APRIL 30, 2020

Owner(s) Name: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Year Purchased Home: _____

Purchased From: _____

Tenant's Name: _____

Tenant's Phone No.: _____

PLEASE INSPECT YOUR CONDOMINIUM UNIT CAREFULLY BEFORE RESPONDING

1. **INTERIOR WATER DAMAGE**: **LOCATION OF DAMAGE**
   - 1.1 Interior water intrusion _____
   - 1.2 Dampness on walls _____
   - 1.3 Mold/mildew at walls/windows _____
   - 1.4 Dampness on ceilings _____
   - 1.5 Mold/mildew on ceilings _____
   - 1.6 Window leaks _____
   - 1.7 Leaks at sliding glass doors _____
   - 1.8 Water intrusion at door sill _____
   - 1.9 Damp or wet carpets _____

   Comments: _____

2. **EXTERIOR BUILDING CRACKS:**
   - 2.1 Around windows _____
   - 2.2 Around door frames _____
   - 2.3 Around decks _____
   - 2.4 Around railing _____

   Comments: _____

3. **EXTERIOR DISCOLORATION AND/OR STAINS:**
   - 3.1 Discoloration at exterior walls _____
   - 3.2 Discoloration on deck/patio/balcony _____
   - 3.3 Stains at interior walls _____

Comments: _____

_____

4. **EXTERIOR PATIOS, DECKS AND/OR BALCONIES:**

4.1 Separating from building _____
4.2 Ponding water on surface _____
4.3 Stains on surface _____
4.4 Cracks on surface _____
4.5 Deteriorated and/or rusting rails _____
4.6 Deteriorated walls _____
4.7 Water intrusion into unit _____

Comments: _____

_____

5. **EXTERIOR DRAINAGE:**

5.1 Gutters/downspouts missing _____
5.2 Gutters/downspouts obstructed _____
5.3 Downspouts drain onto deck/balcony _____
5.4 Ponding water around building _____
5.5 Ponding water on walkways _____
5.6 Ponding water at building entry _____
5.7 Ponding water at stairs _____

Comments: _____

_____

6. **OTHER CONCERNS:**

Please include any other construction issues that have not already been identified in this survey. Please be as specific as possible. _____

_____

_____

If you have incurred extraordinary out-of-pocket expenses for repairs to the exterior of your home (i.e., expenses that go beyond regular maintenance) and you would like to submit the expenses to the developer for reimbursement, please submit your invoices now.

Dated: Signed: _____