

FENTON GRANT KANEDA & LITT, LLP
ATTORNEYS AT LAW

2030 Main Street, Suite 550
Irvine, CA 92614
Tel: 949-435-3800
Fax: 949-435-3801
877-520-3455
Email: info@fentongrant.com

July 24, 2025

NEXUS COMMUNITY ASSOCIATION
c/o: Judith Lopez
Interim Community Association Manager
FirstService Residential
Via Email Only: Judith.Lopez@fsresidential.com

Re: Nexus Community Association v. William Lyon Homes, Inc.

To Whom It May Concern:

This firm has been retained as counsel to Nexus Community Association (hereinafter “Association”) with respect to the above-referenced claim for construction defects concerning the common areas.

Please note that the information contained herein is being provided solely for informational purposes only, and is not intended to, nor shall it relieve the buyer or seller of any disclosure obligations pursuant to law. Furthermore, the information contained herein represents only the current state of information and belief with respect to the inquiries made. As discovery and investigation continues, the Association reserves the right to modify, alter, or change any information contained herein as facts and other information are discovered.

By way of background, on June 29, 2023, the Association served a “Notice to Builder” pursuant to Civil Code sections 910 et seq. and 6000 (the “Notice”) on the Developer of the Association, William Lyon Homes, Inc. (“Developer”), for defects in the construction of the Association’s property and common areas. This claim was authorized by the Association’s Board of Directors, pursuant to its rights and obligations as provided for by its governing documents and California law.

This “Notice” is NOT formal litigation; rather, it is a mandated claims process that affords the Developer the right to make warranty repairs to common area components. A copy of this Notice including the preliminary “issues list” incorporated therein is enclosed for your reference. Please note that California law requires all owners to disclose the “issues list” to potential purchasers. Please note that a final determination as to whether the list of defects is complete has not been made.

The goal and purpose of this action is to seek repairs and/or monetary damages from the Developer, sufficient to reimburse the Association for repairs made in the past, as well as monetary damages which are sufficient to perform all necessary and reasonable repairs to the Association's property and common areas.

Please note that this claim does not concern or involve any construction issues or damages to the separate property interests that the Association is not obligated to maintain and that are not integrally related to damages to common areas. For a more detailed description of the Association and property and common areas, reference should be made to the Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs").

It is also important to note that not all homes and/or buildings located at the project may have problems, nor may be necessarily affected by any reported problems. Only a thorough inspection by a qualified home inspection professional can determine whether a particular home suffers from the problems identified herein.

Currently, the Developer has tendered the claim to its insurance carrier and agreed participate in a discovery and settlement protocol which shall culminate in mediation or voluntary settlement discussions before a neutral third-party mediator. Should you have any questions, please do not hesitate to contact us.

Very truly yours,

FENTON GRANT KANEDA & LITT, LLP

A handwritten signature in black ink, appearing to read 'JK', is written over the printed name of Joseph Kaneda.

JOSEPH KANEDA, ESQ.

Enclosure: The Notice

1 JOSEPH KANEDA, ESQ. (SBN 160336)
2 jkaneda@fentongrant.com
3 CHARLES R. FENTON, ESQ. (SBN 200764)
4 cfenton@fentongrant.com
5 **FENTON GRANT KANEDA & LITT LLP**
6 2030 Main Street, Suite 550
7 Irvine, California 92614
8 Phone: 949.435.3800 | Fax: 949.435.3801

9 Attorneys for Claimant,
10 Nexus Community Association

11 NEXUS COMMUNITY ASSOCIATION, a
12 California nonprofit mutual benefit
13 corporation,

14 Claimant,

15 v.

16 WILLIAM LYONS HOMES, INC., ET AL.;
17 and DOES 1 through 400 inclusive,

18 Respondent(s).

19 **CLAIMANT NEXUS COMMUNITY**
20 **ASSOCIATION’S NOTICE TO BUILDER**
21 **(CIVIL CODE SECTION 910 et seq.);**
22 **NOTICE OF COMMENCEMENT OF**
23 **LEGAL PROCEEDINGS (CIVIL CODE**
24 **SECTION 6000)**

25 **TO: WILLIAM LYON HOMES, INC., ET AL.**

26 **Your legal rights are affected by this written Notice, which is given pursuant to**
27 **California Civil Code sections 910 and 6000. The purpose of this Notice is to inform you**
28 **that the above-named common interest development makes a claim against you for defects**
in the design and/or construction of the “NEXUS” development. You should carefully read

California Civil Code sections 910 and 6000 and consult with an attorney to determine your specific rights and obligations.

NOTICE IS HEREBY GIVEN THAT NEXUS COMMUNITY ASSOCIATION (hereinafter the “Association”), hereby gives you notice pursuant to California Civil Code sections 910 and 6000 (the “Notice”), that it has a claim for defects in the design and/or construction of the common interest development known as “Nexus” development in the City of Eastvale and County of Riverside, State of California.

This 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 forth in Civil Code sections 910, and 6000(c).

Upon receipt of the Notice, you shall, within fourteen (14) days acknowledge receipt of this Notice pursuant to Civil Code section 913.

Upon receipt of the Notice, you shall, within thirty (30) days provide the following:

- 1) All relevant plans, specifications, mass or rough grading plans, final soils reports, DRE public reports and available engineering calculations relative to structural, fire safety and/or soils concerns;
- 2) All maintenance and preventative maintenance recommendations;
- 3) All manufactured products maintenance, preventative maintenance, and limited warranty information; and
- 4) All builder’s limited contractual warranties in effect at the time of the original sales of the residences.
- 5) The original sales documentation initialed and acknowledged by the original purchasers and the builder's sales representative containing the name and address of the agent for notice or third party with whom you have contracted to accept claims on your behalf, including the notice to the homeowner that you have made such an election, and the name and address of the third party.
- 6) The record title of the notice of the existence of the pre-litigation procedures set

1 forth at Civil Code section 910 et seq. and notice that these procedures impact the legal rights of
2 the homeowner as well as the notice of these procedures in the original sales documentation
3 initialed and acknowledged by the original purchasers and the builder's sales representative.

4 7) The original sales documentation containing a written copy of Title 7 of the Civil
5 Code initialed and acknowledged by the original purchasers and the builder's sales representative.

6 8) Your instruction to the original purchaser to provide the documents set forth
7 above to any subsequent purchaser.

8 Upon receipt of this Notice, you shall within sixty (60) days provide the following:

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

11 **I. PRELIMINARY LIST OF DEFECTS**

12 Pursuant to California Civil Code sections 910, and 6000(b)(2) & (3), with reservation to
13 amend, modify or add to this Notice required by this provision, the Association provides you
14 with a preliminary non-exclusive list of claimed defects and results identified on Exhibit "A".

15 **II. SUMMARY OF RESULTS OF SURVEYS OR QUESTIONNAIRE**

16 Pursuant to California Civil Code section 6000(b)(4), no additional homeowner surveys
17 are available at this time.

18 **III. SUMMARY OF RESULTS OF TESTING**

19 Pursuant to California Civil Code section 6000(b)(5), a summary of the results of
20 preliminary testing conducted to determine the nature and extent of defects in the design and/or
21 construction is set forth in Exhibit "A". A final determination as to whether the list of defects is
22 accurate and complete has not been made.

23 Dated: June 29, 2023

FENTON GRANT KANEDA & LITT, LLP

24
25 By: 

26 JOSEPH KANEDA, ESQ.
27 Attorneys for Claimant,
28 Nexus Community Association

EXHIBIT “A”

Nexus Community Association Eastvale, CA

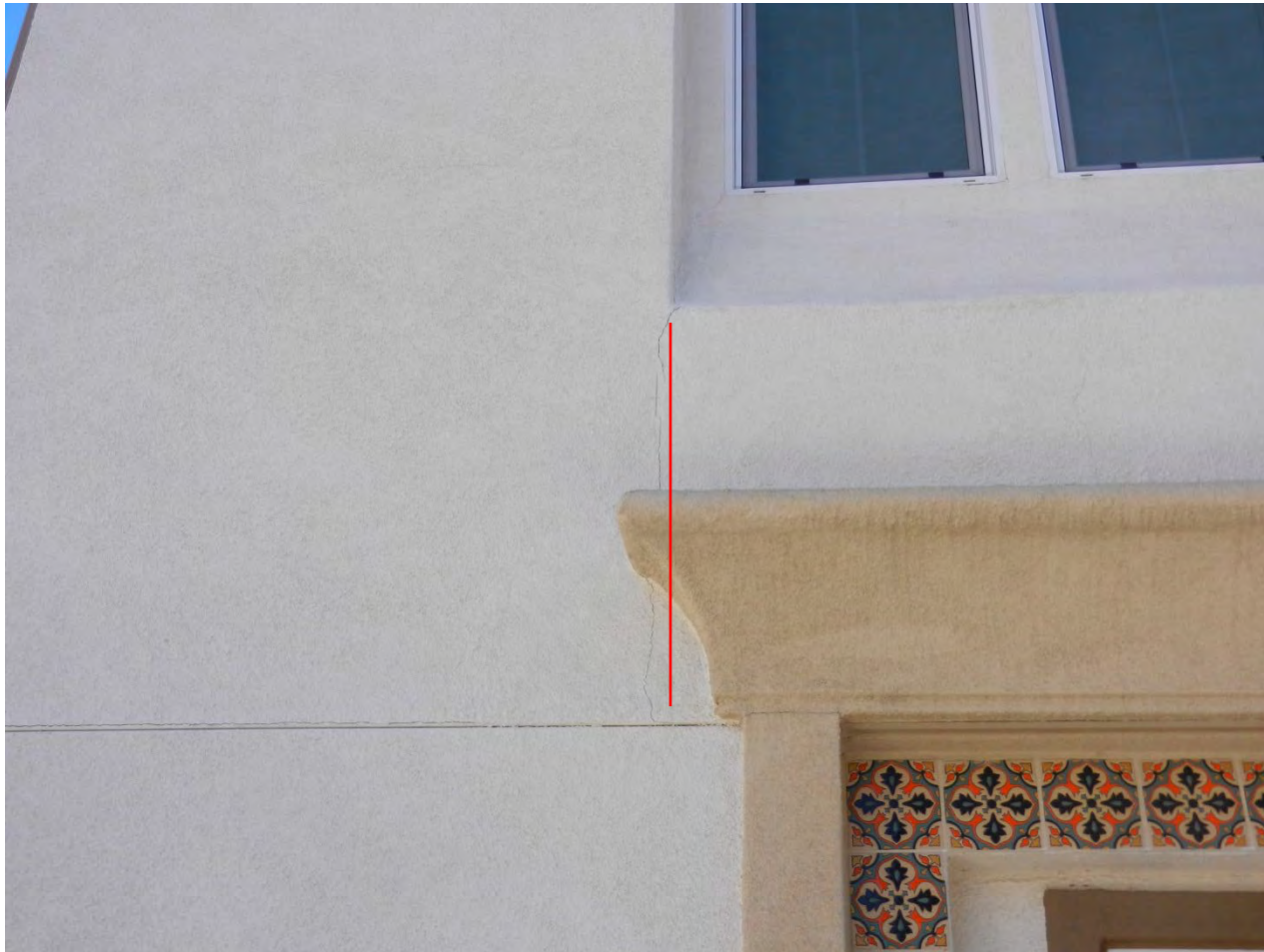


Drone Technology

Stucco covered foam corbel adjacent to stucco walls with expansion joints are cracked,
expansion joint covered with stucco.



Metal expansion joints were omitted below widows, cracked stucco.



Cracked stucco walls adjacent to expansion joints.

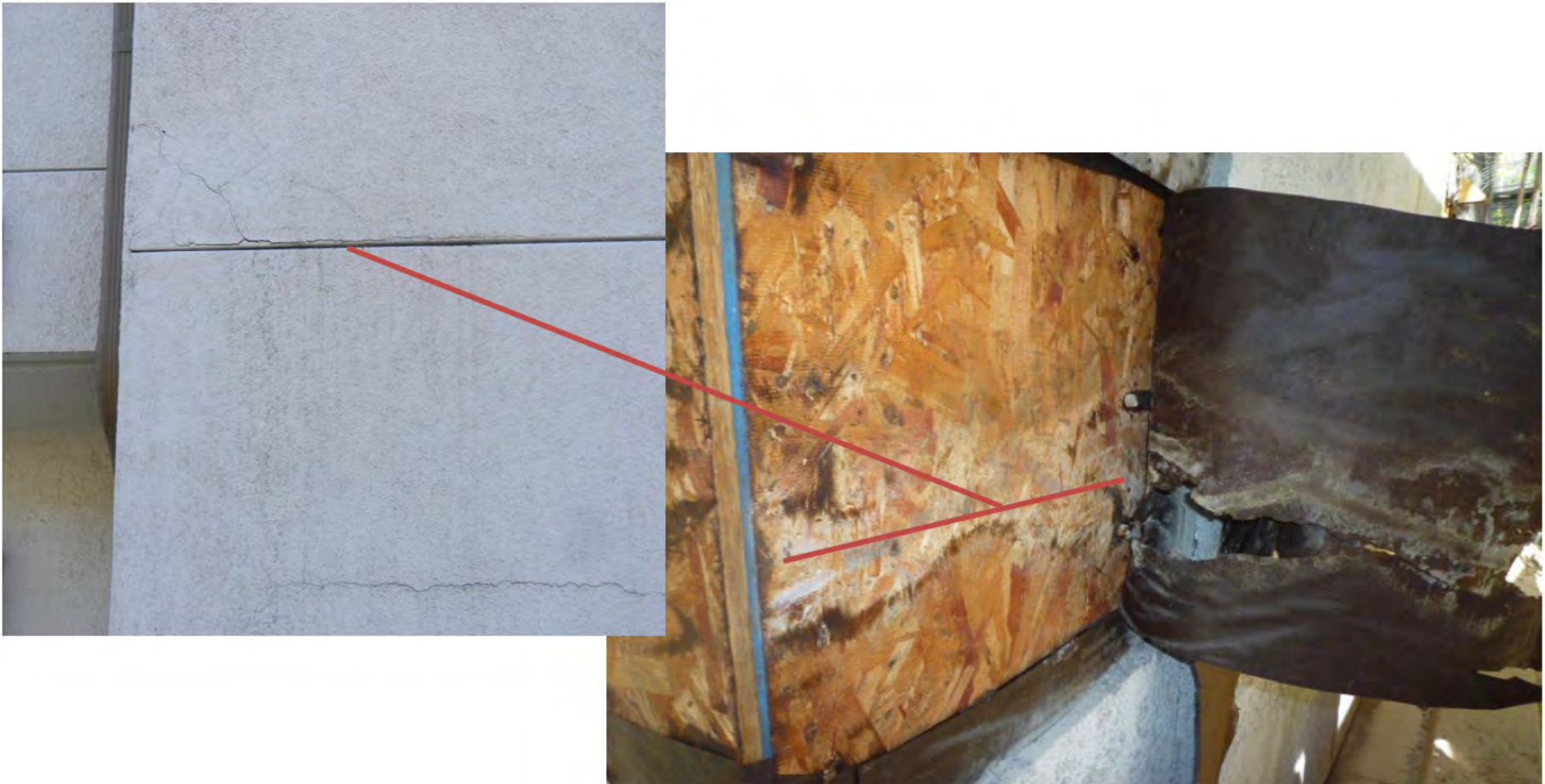


Exterior Walls and Openings.

Cracked stucco walls.



Showing damage behind stucco at the control joint



Cracked stucco walls below windows.



Water staining, efflorescence below windows.



Cracked, damaged stucco walls at windows.

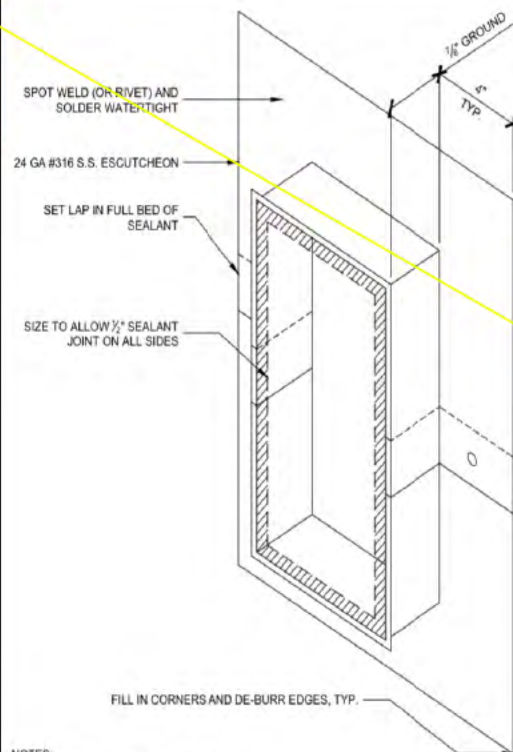


Example of water damage at windows with improper flashing



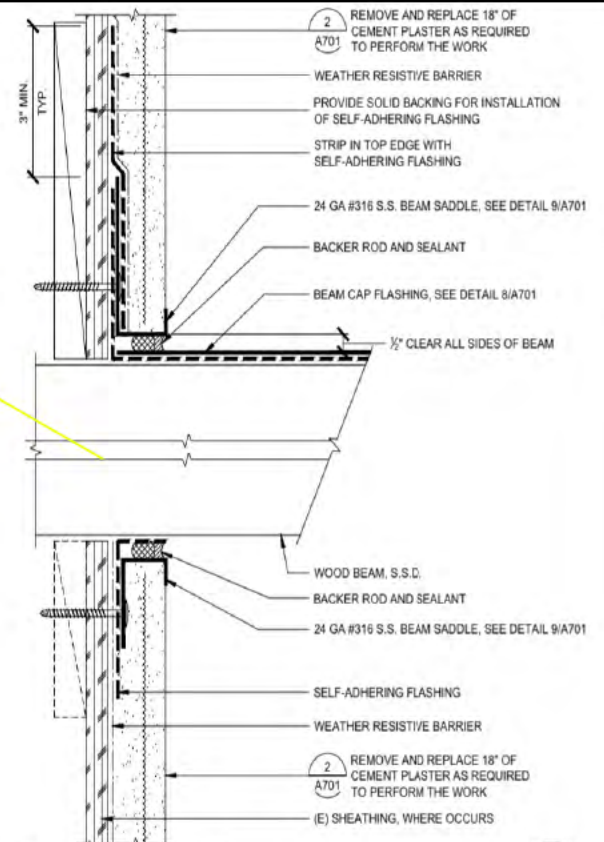
Cracked stucco walls at wood trellis interface with stucco walls.





- NOTES:
1. SHEET METAL J-MOLD RECEIVER.
 2. SOLDER EACH HALF TO FORM A CONTINUOUS WATERTIGHT PIECE.
 3. FIELD VERIFY DIMENSIONS AND CONDITIONS.
 4. SEE DETAIL 6/A701 FOR INSTALLATION.

BEAM SADDLE FABRICATION



BEAM PENETRATION

Windows and Doors

Damaged stucco adjacent to utility doors.



Missing, poorly patched stucco at entry doors. Allows water entry behind stucco.



Window IGU's are distorted, sun reflections may result in property damage.



Pool Area

ADA bench improperly secured / attached to wall. Life / safety.



Cracked / missing grout at waterline tile interface with pool and spa coping



Vertical offset at pool coping.



Vertical offset, cracked concrete pool deck.



Elevated Decks

Elevated privacy decks are wood framed, load bearing and extend beyond exterior walls. SB-326



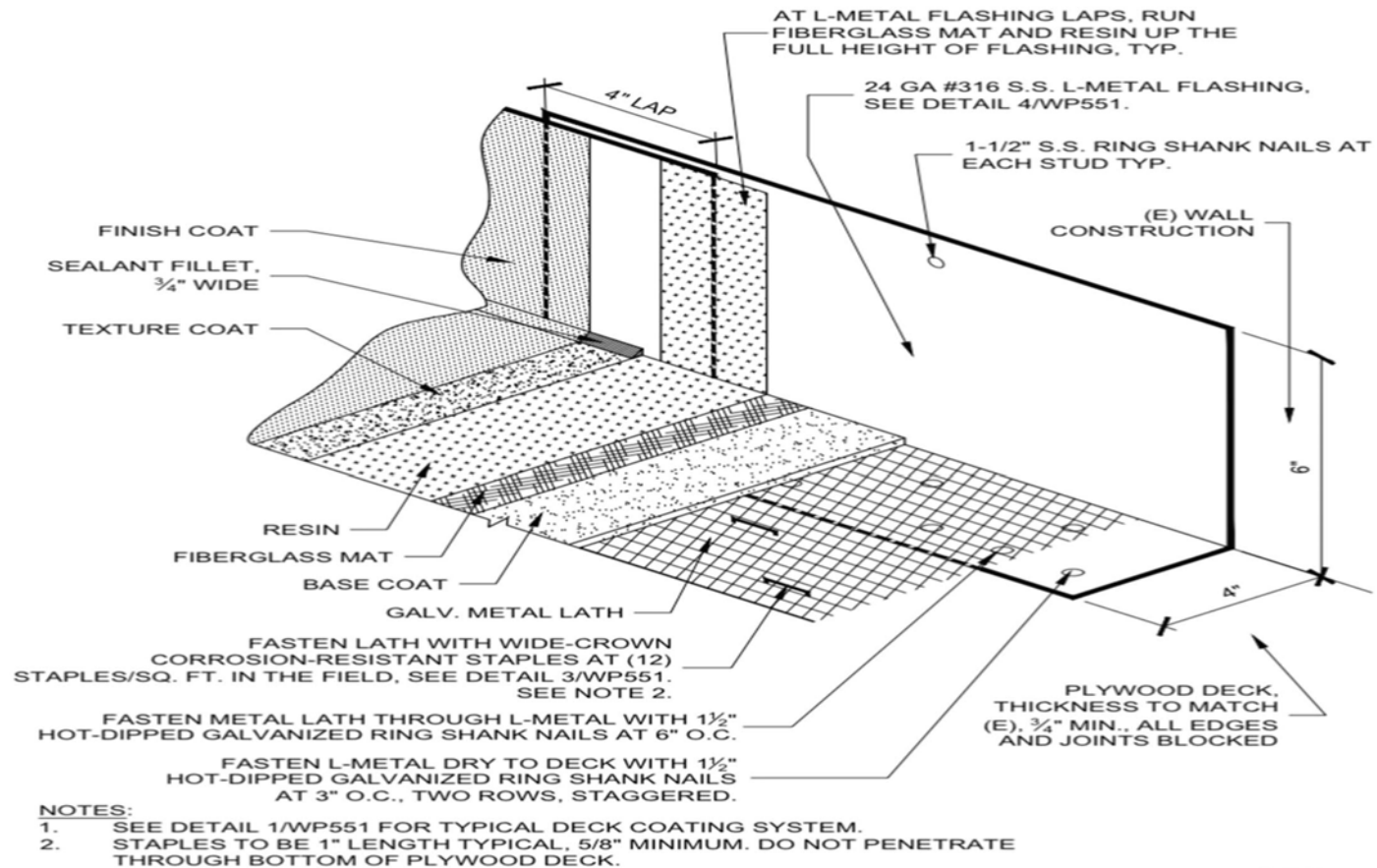
Cracked stucco walls adjacent to elevated private decks. Water intrusion under gutters.



Elevated privacy deck sheet metal flashing improperly installed at post,
not set in kerf and sealed.



Typical Edge Metal Flashing for Elevated privacy deck



TYPICAL BASE FLASHING

2

Elevated privacy deck mini gutter improperly installed behind / counter-flashed with drip edge flashing.



Elevated privacy deck drip edge flashing damaged. deformed.



Elevated privacy deck mini gutter is reverse sloped due to improper installation at drip edge with pop-out.





Example of water damage to deck
with improper flashing and
waterproofing



Roofs

Large portions of roof perimeters are missing gutters.



Prior Roof Leak



Roof valley flashing terminations appear to have been notched for gutter installation. Roof valley metal termination improper, short.



Complex Transition Concerns





Roof trim tiles missing mortar / sealant weather-blocks.



Eyebrow roof missing diverter flashing.



Eyebrow roof birdstop metal missing drainage slots, diverter metal blocks proper water discharge; roof debris.



Pan Flashing Concerns



Soffit



Utility Closets

Utility closets missing fire sprinklers or not installed



Utility closet missing drywall to complete fire-rated assembly at ceilings. Electrical cables are missing fire sealant at penetrations through the rated assembly.



Utility closet with breaches through fire-rated membrane. Drywall fasteners and seams missing fire protection.



Civil

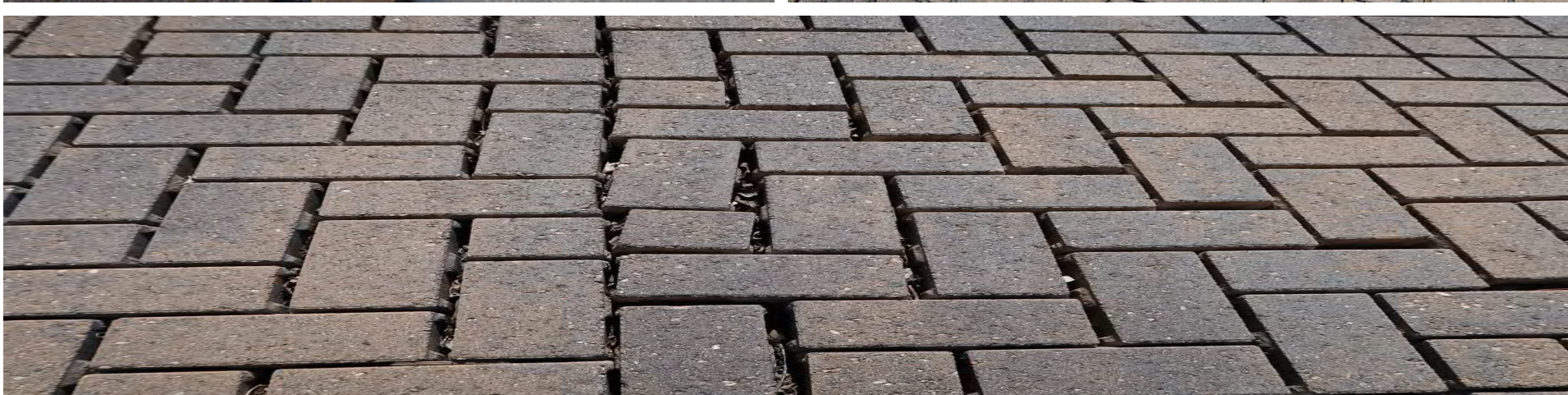
Vertical offset concrete sidewalk.



Multiple issues with the paver systems



Multiple issues with the paver systems



Concrete landing at utility closet improperly supported, differential movement, and excessive voids



Electrical, Plumbing and Mechanical



I am employed in the county of Orange, State of California, I am over the age of 18 and not a party to the within action or proceeding. My business address is 2030 Main Street, Suite 550, Irvine, California 92614.

WILLIAM LYON HOMES, INC., a California
corporation
c/o REGISTERED AGENT SOLUTIONS, INC.
720 14th St
Sacramento, CA 95814
(888) 705-7274

By overnight delivery (FedEx). I enclosed the documents in an envelope or package provided by an overnight delivery carrier and addressed to the persons/entities at the addresses listed above. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.

Executed on **June 29, 2023**, at Irvine, California.

Suzanne Antler

LINDA N. CONTRERAS