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July 19, 2007

VIA FAX 512.418.0478

Tom Klemcke
Greg Barber

Lennar Homes
12301 Research Blvd Bldg 4, Suite 100
Austin, Texas 78759

Re: Andrew Higdon Residence
224 Flinn St. Austin, Texas 78634

Dear Sirs,

Please note that my office has been retained to assist Mr. Higdon resolve the defective construction issues regarding the above-referenced residence. Please direct all future contact to my offices.

It is my understanding through interviews with Mr. Higdon and from a review of the documents that the disputes regarding the defective construction matters have been reviewed and are substantially agreed upon. It is also my understanding that Mr. Higdon is waiting on Lennar to effect the repairs that both inspectors hired by Lennar and Mr. Higdon have identified.

In an effort to memorialize the construction repairs needed at this time, please confirm the following repairs will be completed and provide the schedule for completing same:

- **INSUFFICIENT FRAMING:** Cracking in the gypsum wallboard exists throughout the structure due to insufficient framing. Engineers Foster and Atkinson identify these problems and suggest a similar repair as those conducted by Lennar Homes in several residences throughout Hutto Park. That is, a removal of the gypsum wallboard throughout the structure to expose the framing. Then, the beginning and ending of all wallboard needs to begin and end at framing members as detailed in the International Residential Code § 702.3.5;
- **INSUFFICIENT ELECTRICAL WIRING:** Electrical interference and voltage issues remain in the home after the effort to get electricity to the exterior outlets was completed. The exterior outlets need to be correctly repaired and the issues regarding the interior wiring need to be diagnosed and repaired. It should be noted that this

- could pose a substantial fire and safety risk the residents at this time;
- MASTER BATHROOM TUB: The tub needs to be replaced. A repair has been attempted on three occasions and the tub remains unrepaired;
 - MASTER BATHROOM WINDOW: The window remains unrepaired/replaced from an original punchlist at time of purchase;
 - SOFFIT AREAS: The gaps in the soffit areas need to be adequately repaired and painted to match the existing material. Repairs have been attempted but gaps remain as well as unpainted repair efforts;
 - BACK DOOR: The back door remains unrepaired. Efforts to repair this door have occurred; however, the door does not open/close correctly and the bolt does not throw completely, creating a security issue;
 - ALARM SENSORS: Alarm sensors indicate intrusions when none exists;
 - FENCE: Repair efforts on fencing remain insufficient and/or incomplete; and
 - GYPSUM BOARD PROBLEM: The gypsum wallboard in the master bedroom remains discolored after an attempted repair.

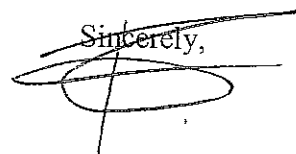
In addition to the above-detailed repairs, Mr. Higdon has missed twenty-one days of work to allow access to the residence for repair efforts. The high number of days missed is largely due to no-shows from the trades who were to conduct the repairs. Mr. Higdon will obviously miss additional days of work to continue allowing access for repairs. To date, Mr. Higdon has incurred \$4,368.00 in lost wages.

Mr. Higdon demands payment of \$7,368.00 as reimbursement for past lost wages and payment for additional damages to be incurred in future lost wages.

At this time my offices will waive all attorney's fees of this matter is resolved at this juncture. Mr. Higdon reserves his rights to recover all damages including attorney's fees if this matter is not resolved at this time.

Please contact my office if Lennar does not agree to conduct the repairs detailed above. If these repairs are to be completed, please contact the homeowner directly to discuss scheduling exclusively.

Your time and attention are appreciated.

Sincerely,


T. Alan Ceshker

cc: client