

THE PROPERTY LINE

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In General, SB800 Has Changed the Procedures and Standards that the Association Must Comply With to Resolve Claims of Construction Deficiencies.

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I. SB800 Has Entirely Redefined the Rights and Responsibilities of Purchasers, Sellers and Builders With Regard to Construction Deficiencies.

Construction defects actions involving the sale of new residential units (or common facilities in a common interest development) that are sold on or after January 1, 2003 are governed by Civil Code § 986, et seq., also commonly referred to as “SB800” (referring to Senate Bill 800 which enacted this law) or the “Builder’s Right to Repair Law” (the name the bill had when it was making its way through the legislative process). This law applies to new residential units “where the purchase agreement with the buyer was signed by the seller on or after January 1, 2003.” (Civil Code § 938; Also see Civil Code § 911, Civil Code § 938 [“Builder” means builder, developer, or original seller and applies to the sale of new residential units on and after January 1, 2003.”].) This new law applies to individual homeowners and homeowner associations alike. (Civil Code § 895(f).)

This statutory act completely redefines what is considered to be a construction deficiency through adoption of “functionality standards”. These “functionality standards” prescribe how certain residences and their components should function. This statutory act also imposes strict time lines, builder obligations, purchaser obligations, and pre-lawsuit meet and confer requirements which must be complied with. The all encompassing nature of the changes included within this act are best summarized in Civil Code § 896, which states: “[A] builder ... shall be liable for, and the claimants claims or causes of action shall be limited to violation of the following standards.”¹ These functionality standards are set forth in Civil Code Section 896, a copy of which is attached hereto as Exhibit “A”.

¹ Note, however, that the act does not apply to claims for personal injuries or for contractual claims. Civil Code § 941(e) states that “the time limitations established by this title do not apply to any action by a claimant for a contract or express contractual provision. Causes of action and damages to which this chapter does not apply are not limited by this section.” Civil Code § 943(a) states that “this title does not apply to any action by a claimant to enforce a contract or express contractual provision, or any action for fraud, personal injury, or violation of a statute.”

2. Homeowners and Homeowner Associations Must Promptly File Claims Within Short New Statutory Timelines: Their Failure to Do So Will Result in the Loss of Their Rights, No Matter How Meritorious Their Claims May Be.

Some of the new time lines established under this law are very short and can result in the waiver of any claims, no matter how meritorious they may be, if a notice of claim is not sent to the builder within the applicable time period. These time periods include, but are not limited to:

- **1 year** unless manufacturer specifies a greater period: Manufactured products, including windows, doors, roofs, plumbing products, and fixtures, HVAC units, countertops, cabinets, paint, appliances, and any other product that is completely manufactured offsite. (Civil Code § 896(g)(3)(D).)
- **1 year from original occupancy of adjacent unit:** Noise for attached units. (Civil Code § 896(g)(6).)²
- **1 year:** Fit and finish warranty. (Civil Code § 900.)
- **1 year from close of escrow:** Operation of irrigation and drainage system. (Civil Code § 896(g)(7).)
- **2 years from close of escrow:** Decay of untreated wood posts. (Civil Code § 896(g)(8).)
- **2 years from close of escrow for filing an action:** Landscaping systems. (Civil Code § 896(g)(12).)
- **4 years from close of escrow:** Operation of plumbing and sewer systems. (Civil Code § 896(e).)
- **4 years from close of escrow:** Cracks in exterior pathways, driveways, landscape, sidewalls, sidewalks, and patios. (Civil Code § 896(g)(1).)
- **4 years from close of escrow:** Unreasonable corrosion of untreated steel fences and adjacent components. (Civil Code § 896(g)(9).)
- **5 years from close of escrow for filing action:** Deterioration of building surfaces due to paint or stain. (Civil Code § 896(g)(10).)

Except as specifically set forth above, no action may be brought under SB 800 more than ten years after the substantial completion of the improvement. (Civil Code Section 941(a).)

Note that SB 800 also includes a trick for the unwary that may believe their “discussions” with the developer provide for additional time to submit a formal claim. SB 800 makes clear that engaging the developer in discussions, promises to repair, and even actual repairs will not hold open the door for the homeowner or Association to make a later claim as case law supported before its enactment.³ For instance, while Civil Code § 910(b) states that SB 800 does not “preclude a homeowner from seeking redress through any applicable normal customer service procedures as set forth in any contractual, warranty, or other builder-generated document,” it also states that **“if a homeowner seeks to do so, the request shall not satisfy the notice requirement of this section.”** Similarly, even in circumstances in which a builder implements repairs, the time in which a claim can be filed is only extended for a very short period of time as specified in Civil Code § 927, sometime for as little as 45 to 100 days. These provisions can easily leave the homeowner or Association exposed to losing their rights while continuing such discussions or as a result of thinking a repair “solved” a problem when it didn’t.

² Civil Code § 896(g)(6) states: “Attached structures shall be constructed to comply with interunit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit.”

³ Statute of limitations analysis as to construction defect claims have changed. For instance, Civil Code § 941(d) states that “Sections 337.15 and 337.1 of the Code of Civil Procedure shall not apply to actions under this title.” As a result, Code of Civil Procedure Section 337.1 (titled “Patent deficiency in real property improvement design, survey, construction, etc. and resulting injury to property or person; Four years”) and Code of Civil Procedure Section 337.15 (titled “Action for latent deficiency in construction or survey of real property or injury arising out of such deficiency; Ten years”) do not apply to claims that are covered under this act. As almost all case law interpreting the statutes of limitation for construction defect have interpreted these sections, this new law wipes the slate clean and instead provides all new timelines that will no doubt be the subject of much interpretation in the years to come.

In this regard, former law used to provide some extension of time to file a claim where the developer promised to repair or actually did repair a condition, which is not the case under the current law.

3. The Association Is Treated as a New Purchaser under SB800 and Has Rights and Responsibilities.

While SB800 uniformly refers to “purchasers,” its express provisions state that a homeowners association will be treated as a “purchaser” under the title and have the same rights and responsibilities:

“For the purposes of this title, associations ... having the rights set forth in § 383 of the Code of Civil Procedure shall be considered to be original purchasers and shall have standing to enforce the provisions, standards, rights, and obligations set forth in this title.” (Civil Code § 945: Parties Bound by Title.)

With respect to claims by Associations, SB800 specifically identifies what date “close of escrow” will be with respect to the Association, as the Association is obviously not a party to any sales contract. Civil Code § 895(e) states that “with respect to claims by an association, as defined in subdivision (a) of Section 1351, “close of escrow” means the date of substantial completion, as defined in Section 337.15 of the Code of Civil Procedure, or the date the builder relinquishes control over the association’s ability to decide whether to initiate a claim under this title, whichever is later.” Absent special circumstances, it is our experience that the builder usually maintains control of the Board of directors for a period of time after the physical construction activities are complete. While there is no published opinion, since the Association’s decision to pursue a claim is generally made by the Board of Directors, we believe that until the builder relinquishes control of the Board this time should not usually begin to run.

4. Determination of Whether the Homeowner or Homeowner Association must Satisfy Prelitigation Procedures of SB800 Depends upon Whether the Builder Has Satisfied its Obligations.

In order to qualify for the prelitigation procedures provided for in SB800, the builder must first comply with certain obligations of its own. Any builder that does not comply with the requirements within the time specified “is not entitled to the protections of this chapter.” (Civil Code § 912.)⁴ The “chapter” referred to is Chapter 4 of the statutory scheme, which refers to Prelitigation Procedures (Civil Code § 910-938).

Uniformly those requirements refer to providing documentation to the potential homeowner at a certain period of time, as follows:

- **At the time of original sale, and initialed and acknowledged by purchaser:** The name and address of the agent for notice or third party shall be included with the original sales documentation and shall be initialed and acknowledged by the purchaser and the builder’s sales representative. (“This subdivision applies to instances in which a builder contracts with a third party to accept claims and act on the builder’s behalf.”) (Civil Code § 912(e).)
- **At the time of original sale, and initialed and acknowledged by purchaser:** A notice of the existence of the SB800 procedures and a notice that these procedures impact the legal rights of the homeowner. A notice of this information must also be recorded on title. (Civil Code § 912(f).)
- **At the time of original sale:** Builder shall provide, with the original sales documentation, a written copy of this title which shall be initialed and acknowledged by the purchaser and the builder’s sales representatives. (Civil Code § 912(g).)
- **At the time of original sale:** Builder must instruct the original purchaser to provide those documents to any subsequent purchaser. (Civil Code § 912(h).)
- **At the time of initial sale of residence and within 30 days of written request:** Copies of all maintenance and preventative maintenance recommendations that pertain to his or her residence. (Civil Code § 912(b).)
- **At the time of initial sale of residence and within 30 days of written request:** Copies of all manufactured products maintenance, preventative maintenance, and limited warranty information. (Civil Code § 912(c).)

⁴ Civil Code § 912(i) states: “Any builder who fails to comply with any of these requirements within the time specified is not entitled to the protections of this chapter, and the homeowner is released from the requirements of this chapter and may proceed with the filing of an action, in which case the remaining chapters of this part shall continue to apply to the action.”

- **At the time of initial sale of residence and within 30 days of written request:** All of the builder's limited contractual warranties in effect at the time of the original sale of the residence. (Civil Code § 912(d).)
- **Within 30 days of written request by homeowner:** Builder shall provide copies of all relevant plans, specifications, mass or rough grading plans, final soils reports, Department of Real Estate public reports, and available engineering calculations, that pertain to a homeowner's residence specifically or as part of a larger development tract. (Note that "the request shall be honored if it states that it is made relative to structural, fire safety, or soils provisions of this title.") (Copies are to be made at homeowners expense and various provisions are included regarding arranging for copying: Builder is excused from the requirement if the builder can show that the builder maintained the documents but that they later became unavailable due to loss or destruction that was not the fault of the builder.) (Civil Code § 912(a).)

If the builder fails to comply with these time lines, either at the time of sale or upon a later request being made,⁵ by the terms of the statute the SB800 pre-litigation procedures need not be followed and the homeowner or Association are free to file suit against the builder.

5. If Necessary, the Homeowner or Association must File an Owner's Notice of Claim Within the Specific d.

In the event SB 800 applies to the Association and the builder has complied with its obligations under SB800, then the homeowner or the Association must file a notice of claim to commence an elaborate prelitigation process.

The notice must be sent to the builder's representative designated in the sales documentation in a certain manner and include information regarding the violation, claimants information, and a description of the claimed deficiencies in sufficient detail to determine the nature and location of the claimed violation. (Civil Code § 910(a).)

The owner's notice of claim, in turn, starts other obligations that begin the pre-litigation process set forth in SB800, including:

- If the builder intends to hold a subcontractor, design professional, individual product manufacturer, or material supplier (including an insurance carrier, warranty company, or service company) responsible for its contribution to the unmet functionality standard, the builder must provide notice to that person or entity sufficiently in advance to allow the person or entity to attend the initial, or if requested, second inspection of any alleged unmet standard and to participate in the repair process. (Civil Code § 916(e).)
- The builder must notify the claimant in a reasonable time before the inspection of the identity of all persons invited to attend. (Civil Code § 916(e).)
- This process tolls the statute of limitations for the period of time to investigate or repair (approximately four months if all goes according to statutory outline). (Civil Code § 9927, 941(e).)

⁵ There are other time lines that must be complied with at the time of sale, although they do not impact whether the pre-litigation procedures of SB800 need to be followed.

For instance, under Chapter 3 of SB800 the builder is allowed the opportunity to "offer greater protection or protection for longer time periods in its express contract with the homeowner than that set forth in Chapter 2" (Civil Code § 901; Chapter 2 is entitled "Actionable Defects" and includes Civil Code §§ 896 - 897, setting forth the functionality standards.) If the builder decides to instead offer an "enhanced protection agreement," Civil Code §§ 896 - 897 only apply to set forth the minimum provisions by which to judge the enforceability of the particular provisions of the enhanced protection agreement. (Civil Code § 902.) If the builder offers an enhanced protection agreement in place of the provisions set forth in Chapter 2, "the election to do so shall be made in writing with the homeowner no later than close of escrow." The builder shall "provide the homeowner with a complete copy of Chapter 2 (commencing with Section 896) and advise the homeowner that the builder has elected not to be subject to its provisions." The failure to do so precludes the builder from using an enhanced protection agreement.

Similarly, the builder is allowed a different nonadversarial procedure and remedies than those provided under SB800. (Civil Code § 914.) If it decides to do so, "at the time the sales agreement is executed, the builder shall notify the homeowner whether the builder intends to engage in nonadversarial procedure of [SB800] or attempt to enforce alternative nonadversarial contractual provisions." (Civil Code § 914(a).)

6. The Association May Also Have To Tender Notice Under A Separate Calderon Statute that Applied to Homeowner Association Construction Defect Claims Prior to January 1, 2003.

As if the above construction process were not enough, the Association must also deal with the preexisting pre-litigation procedures set forth in Civil Code § 1375, et seq., referred to as the “Calderon Act.”

Under the Calderon Act, an elaborate pre-litigation claim procedure for homeowner associations considering filing lawsuits for construction defects was established. That procedure included a requirement to make a written claim, await a response, exchange of documents, the appointment of a dispute resolution facilitator, allowance of a right to meet with the Board of Directors, notification of insurers and subcontractors, and other specific steps. Those laws remain on the books, although the intent of the law, i.e., exhausting a pre-claim litigation procedure when the builder is willing to do so, is largely satisfied by SB800.

In terms of SB 800, while it acknowledges the existence of this separate prelitigation process, it does not definitively state how the two procedures interact. Instead, SB800 states that SB800 may excuse the Association from performing substantially similar requirements under Civil Code § 1375. In this regard, Civil Code Section 935 provides as follows:

“To the extent that provisions of this chapter are enforced and those provisions are substantially similar to provisions in Section 1375 of the Civil Code, but an action is subsequently commenced under Section 1375 of the Civil Code, the parties are excused from performing the substantially similar requirements under Section 1375 of the Civil Code.”

This provision leaves more questions that it answers. Since each procedure has various steps, time lines, and obligations, which procedures are to be considered “substantially similar” such that they are excused is unclear.

EXHIBIT “A”

California Civil Code § 896 In any action seeking recovery of damages arising out of, or related to deficiencies in, the residential construction, design, specifications, surveying, planning, supervision, testing, or observation of construction, a builder, and to the extent set forth in Chapter 4 (commencing with Section 910), a general contractor, subcontractor, material supplier, individual product manufacturer, or design professional, shall, except as specifically set forth in this title, be liable for, and the claimant’s claims or causes of action shall be limited to violation of, the following standards, except as specifically set forth in this title. This title applies to original construction intended to be sold as an individual dwelling unit. As to condominium conversions, this title does not apply to or does not supersede any other statutory or common law. (a) With respect to water issues: (1) A door shall not allow unintended water to pass beyond, around, or through the door or its designed or actual moisture barriers, if any. (2) Windows, patio doors, deck doors, and their systems shall not allow water to pass beyond, around, or through the window, patio door, or deck door or its designed or actual moisture barriers, including, without limitation, internal barriers within the systems themselves. For purposes of this paragraph, “systems” include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any. (3) Windows, patio doors, deck doors, and their systems shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, “systems” include, without limitation, windows, window assemblies, framing, substrate, flashings, and trim, if any. (4) Roofs, roofing systems, chimney caps, and ventilation components shall not allow water to enter the structure or to pass beyond, around, or through the designed or actual moisture barriers, including, without limitation, internal barriers located within the systems themselves. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, and sheathing, if any. (5) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow water to pass into the adjacent structure. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashing, and sheathing, if any. (6) Decks, deck systems, balconies, balcony systems, exterior stairs, and stair systems shall not allow unintended water to pass within the systems themselves and cause damage to the systems. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashing, and sheathing, if any. (7) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to cause damage to another building component. (8) Foundation systems and slabs shall not allow water or vapor to enter into the structure so as to limit the installation of the type of flooring materials typically used for the particular application. (9) Hardscape, including paths and patios, irrigation systems, landscaping systems, and drainage systems, that are installed as part of the original construction, 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. (10) Stucco, exterior siding, exterior walls, including, without limitation, exterior framing, and other exterior wall finishes and fixtures and the systems of those components and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, 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 of the system, including any internal barriers located within the system itself. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any. (11) Stucco, exterior siding, and exterior walls shall not allow excessive condensation to enter the structure and cause damage to another component. For purposes of this paragraph, “systems” include, without limitation, framing, substrate, flashings, trim, wall assemblies, and internal wall cavities, if any. (12) Retaining and site walls and their associated drainage systems shall not allow unintended water to pass beyond, around, or through its designed or actual moisture barriers including, without limitation, any internal barriers, so as to cause damage. This standard does not apply to those portions of any wall or drainage system that are designed to have water flow beyond, around, or through them. (13) Retaining walls and site walls, and their associated drainage systems, shall only allow water to flow beyond, around, or through the areas designated by design. (14) The lines and components of the plumbing system, sewer system, and utility systems shall not leak. (15) Plumbing lines, sewer lines, and utility lines shall not corrode so as to impede the useful life of the systems. (16) Sewer systems shall be installed in such a way as to allow the designated amount of sewage to flow through the system. (17) Showers, baths, and related waterproofing systems shall not leak water into the interior of walls, flooring systems, or the interior of other components. (18) The waterproofing system behind or under ceramic tile and tile countertops shall not allow water into the interior of walls, flooring systems, or other components so as to cause damage. Ceramic tile systems shall be designed and installed so as to deflect intended water to the waterproofing system. (b) With respect to structural issues: (1) Foundations, load bearing components, and slabs, shall not contain significant cracks or significant vertical displacement. (2) Foundations, load bearing components, and slabs shall not cause the structure, in whole or in part, to be structurally unsafe. (3) Foundations, load bearing components, and slabs, and underlying soils shall be constructed so as to materially comply with the design criteria set by applicable government building codes, regulations, and ordinances for chemical deterioration or corrosion resistance in effect at the time of original construction. (4) A structure shall be constructed so as to materially comply with the design criteria for earthquake and wind load resistance, as set forth in the applicable government building codes, regulations, and ordinances in effect at the time of original construction. (c) With respect to soil issues: (1) Soils and engineered retaining walls shall not cause, in whole or in part, damage to the structure built upon the soil or engineered retaining wall. (2) Soils and engineered retaining walls shall not cause, in whole or in part, the structure to be structurally unsafe. (3) Soils shall not cause, in whole or in part, the land upon which no structure is built to become unusable for the purpose represented at the time of original sale by the builder or for the purpose for which that land is commonly used. (d) With respect to fire protection issues: (1) A structure shall be constructed so as to materially comply with the design criteria of the applicable government building codes, regulations, and ordinances for fire protection of the occupants in effect at the time of the original construction. (2) Fireplaces, chimneys, chimney structures, and chimney termination caps shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire outside the fireplace enclosure or chimney. (3) Electrical and mechanical systems shall be constructed and installed in such a way so as not to cause an unreasonable risk of fire. (e) With respect to plumbing and sewer issues: Plumbing and sewer systems shall be installed to operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action may be brought for a violation of this subdivision more than four years after close of escrow. (f) With respect to electrical system issues: Electrical systems shall operate properly and shall not materially impair the use of the structure by its inhabitants. However, no action shall be brought pursuant to this subdivision more than four years from close of escrow. (g) With respect to issues regarding other areas of construction: (1) Exterior pathways, driveways, hardscape, sidewalls, sidewalks, and patios installed by the original builder shall not contain cracks that display significant vertical displacement or that are excessive. However, no action shall be brought upon a violation of this paragraph more than four years from close of escrow. (2) Stucco, exterior siding, and other exterior wall finishes and fixtures, including, but not limited to, pot shelves, horizontal surfaces, columns, and plant-ons, shall not contain significant cracks or separations. (3)(A) To the extent not otherwise covered by these standards, manufactured products, including, but not limited to, windows, doors, roofs, plumbing products and fixtures, fireplaces, electrical fixtures, HVAC units, countertops, cabinets, paint, and appliances shall be installed so as not to interfere with the products’ useful life, if any. (B) For purposes of this paragraph, “useful life” means a representation of how long a product is warranted or represented, through its limited warranty or any written representations, to last by its manufacturer, including recommended or required maintenance. If there is no representation by a manufacturer, a builder shall install manufactured products so as not to interfere with the product’s utility. (C) For purposes of this paragraph, “manufactured product” means a product that is completely manufactured offsite. (D) If no useful life representation is made, or if the representation is less than one year, the period shall be no less than one year. If a manufactured product is damaged as a result of a violation of these standards, damage to the product is a recoverable element of damages. This subparagraph does not limit recovery if there has been damage to another building component caused by a manufactured product during the manufactured product’s useful life. (E) This title does not apply in any action seeking recovery solely for a defect in a manufactured product located within or adjacent to a structure. (4) Heating, if any, 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 in any living space. (5) Living space air-conditioning, if any, shall be provided in a manner consistent with the size and ef-

iciency design criteria specified in Title 24 of the California Code of Regulations or its successor. (6) Attached structures shall be constructed to comply with interunit noise transmission standards set by the applicable government building codes, ordinances, or regulations in effect at the time of the original construction. If there is no applicable code, ordinance, or regulation, this paragraph does not apply. However, no action shall be brought pursuant to this paragraph more than one year from the original occupancy of the adjacent unit. (7) Irrigation systems and drainage shall operate properly so as not to damage landscaping or other external improvements. However, no action shall be brought pursuant to this paragraph more than one year from close of escrow. (8) Untreated wood posts shall not be installed in contact with soil so as to cause unreasonable decay to the wood based upon the finish grade at the time of original construction. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow. (9) Untreated steel fences and adjacent components shall be installed so as to prevent unreasonable corrosion. However, no action shall be brought pursuant to this paragraph more than four years from close of escrow. (10) Paint and stains shall be applied in such a manner so as not to cause deterioration of the building surfaces for the length of time specified by the paint or stain manufacturers' representations, if any. However, no action shall be brought pursuant to this paragraph more than five years from close of escrow. (11) Roofing materials shall be installed so as to avoid materials falling from the roof. (12) The landscaping systems shall be installed in such a manner so as to survive for not less than one year. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow. (13) Ceramic tile and tile backing shall be installed in such a manner that the tile does not detach. (14) Dryer ducts shall be installed and terminated pursuant to manufacturer installation requirements. However, no action shall be brought pursuant to this paragraph more than two years from close of escrow. (15) Structures 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. This paragraph does not limit recovery for any damages caused by a violation of any other paragraph of this section on the grounds that the damages do not constitute a health hazard.



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Mr. Angius has specialized in homeowners association law since 1977. His experience over the years in dealing with the legal problems that confront homeowners associations has helped position Angius & Terry LLP as one of the premier firms representing homeowners associations in the western United States. A dynamic and animated speaker, he is frequently asked to lecture with respect to legal issues which relate to common interest developments. He has, likewise, written numerous articles on a wide range of topics pertaining to common interest developments.



Among his many professional accomplishments, Mr. Angius was the lead attorney in the landmark Willow Park Marina Homeowners Association suit which resulted in the complete demolition and reconstruction of a common interest development. He was also the lead attorney in a homeowners association construction defect suit which resulted in a recovery approaching \$19,000,000 for only 155 condominium units.

Mr. Angius graduated from Columbia University in 1974 with a Bachelor of Arts degree and received his law degree in 1977 from the University of the Pacific, McGeorge School of Law. He is a member of the California State Bar Association, Nevada State Bar Association (October 12, 1999), Colorado State Bar Association, Bar Association of San Francisco, Clark County Bar Association and the litigation and construction sections of the American Bar Association. He is also a member of the Community Association Institute, Executive Council of Home Owners, California Association of Community Managers and the Council of Condominium Homeowners Associations.