Fill in this information to identify the case:

Debtor Fieldstone A&E, LLC

United States Bankruptcy Court for the: Eastern District of Michigan (State)

Case number 26-48494

Modified Official Form 410
Proof of Claim

04/25

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) **that you received.**

Part 1: Identify the Claim

1. **Who is the current creditor?**

Oliver Billault and Christel Billault

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. **Has this claim been acquired from someone else?**

☑ No

☐ Yes. From whom?

3. **Where should notices and payments to the creditor be sent?**

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?	**Where should payments to the creditor be sent?** (if different)
Oliver Billault and Christel Billault Kelly Fantetti, Esq. 1325 W. Fig Street, Unit 4 Tampa, FL 33606	See summary page
Contact phone	Contact phone 8138674455
Contact email See summary page	Contact email kfantetti@stockhamlawgroup.com

Uniform claim identifier (if you use one):

4. **Does this claim amend one already filed?**

☑ No

☐ Yes. Claim number on court claims registry (if known) Filed on MM / DD / YYYY

5. **Do you know if anyone else has filed a proof of claim for this claim?**

☑ No

☐ Yes. Who made the earlier filing?

26484942608310655470000217

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. **Do you have any number you use to identify the debtor?**

☑ No

☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ___ ___ ___ ___

7. **How much is the claim?** $ 21,133.49 . **Does this amount include interest or other charges?**

☑ No

☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**

Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.

Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).

Limit disclosing information that is entitled to privacy, such as health care information.

Construction Defect

9. **Is all or part of the claim secured?**

☑ No

☐ Yes. The claim is secured by a lien on property.

Nature or property:

☐ Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.

☐ Motor vehicle

☐ Other. Describe: _____

Basis for perfection: _____

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: $_____

Amount of the claim that is secured: $_____

Amount of the claim that is unsecured: $_____ (The sum of the secured and unsecured amount should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: $_____

Annual Interest Rate (when case was filed)_____%

☐ Fixed

☐ Variable

10. **Is this claim based on a lease?**

☑ No

☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**

☑ No

☐ Yes. Identify the property: _____

26484942608310655470000217

12. **Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?**

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

	Amount entitled to priority
☑ No	
☐ Yes. *Check all that apply:*	
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$

* Amounts are subject to adjustment on 4/01/28 and every 3 years after that for cases begun on or after the date of adjustment.

13. **Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?**

☑ No

☐ Yes. Indicate the amount of your claim arising from the value of any goods received by the debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim.

$

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(3) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to $500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☑ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/06/2026
MM / DD / YYYY

/s/Kelly Fantetti, Esq.
Signature

Print the name of the person who is completing and signing this claim:

Name: Kelly Fantetti, Esq.
First name Middle name Last name

Title: Attorney

Company: Stockham Law Group
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 109 S. Edison Ave, Tampa, FLORIDA, 33606, United States

Contact phone 8138674455 Email kfantetti@stockhamlawgroup.com

26484942608310655470002 17

Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (877) 725-7539 | International 001-310-823-9000

Debtor:
26-48494 - Fieldstone A&E, LLC
District:
Eastern District of Michigan, Detroit Division

Creditor:
Oliver Billault and Christel Billault
Kelly Fantetti, Esq.
1325 W. Fig Street, Unit 4

Tampa, FL, 33606
Phone:
Phone 2:
Fax:
Email:
kfantetti@stockhamlawgroup.com

Has Supporting Documentation:
Yes, supporting documentation successfully uploaded
Related Document Statement:

Has Related Claim:
No
Related Claim Filed By:

Filing Party:
Authorized agent

Disbursement/Notice Parties:
Oliver Billault and Christel Billault and Stockham Law Group
Kelly Fantetti, Esq.
109 S. Edison Ave

Tampa, FLORIDA, 33606
United States
Phone:
8138674455
Phone 2:
Fax:
E-mail:
kfantetti@stockhamlawgroup.com
DISBURSEMENT ADDRESS

Other Names Used with Debtor:

Amends Claim:
No
Acquired Claim:
No

Basis of Claim:
Construction Defect

Last 4 Digits:
No

Uniform Claim Identifier:

Total Amount of Claim:
21,133.49

Includes Interest or Charges:
No

Has Priority Claim:
No

Priority Under:

Has Secured Claim:
No
Amount of 503(b)(9):
No
Based on Lease:
No
Subject to Right of Setoff:
No

Nature of Secured Amount:
Value of Property:
Annual Interest Rate:
Arrearage Amount:
Basis for Perfection:
Amount Unsecured:

VN: 71B1B0463E6C56B1042D5966FFE37BAB

Submitted By:
Kelly Fantetti, Esq. on 06-Oct-2026 1:33:08 p.m. Pacific Time
Title:
Attorney
Company:
Stockham Law Group
Optional Signature Address:
109 S. Edison Ave

Tampa, FLORIDA, 33606
United States
Telephone Number:
8138674455
Email:
kfantetti@stockhamlawgroup.com

IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, FLORIDA
CIVIL DIVISION

OLIVER BILLAULT and CHRISTEL BILLAULT,

Plaintiffs,

vs.

CASE NO.: 26-CA-003907

DIVISION: B

GOBEA CAPITAL OREGON, LLC, a Florida limited liability company; VIEWS AT HYDE PARK, LLC, a Foreign limited liability company; PEREGRINE CONSTRUCTION, LLC d/b/a PEREGRINE CONSTRUCTION GROUP, a Florida limited liability company; MATTHEW FOSTER, individually; ONYX AND EAST, LLC, a Florida limited liability company; FIELDSTONE A&E, LLC d/b/a FIELDSTONE ARCHITECTURE AND ENGINEERING, a Foreign limited liability company; and MIGRE ENGINEERS, LLC, a Florida Limited Liability Company.

Defendants.
_____/

COMPLAINT

COMES NOW, the Plaintiffs, OLIVER BILLAULT and CHRISTEL BILLAULT ("Plaintiffs"), by and through their undersigned counsel, and hereby sue Defendants, GOBEA CAPITAL OREGON, LLC ("Gobea"), VIEWS AT HYDE PARK, LLC ("Views at Hyde Park"), PEREGRINE CONSTRUCTION, LLC d/b/a PEREGRINE CONSTRUCTION GROUP ("Peregrine"), MATTHEW FOSTER, ONYX AND EAST, LLC ("Onyx"), FIELDSTONE A&E, LLC d/b/a FIELDSTONE ARCHITECTURE AND ENGINEERING ("Fieldstone"), and MIGRE ENGINEERS, LLC ("MiGre"), and as grounds therefore, state as follows:

NATURE OF THE CASE

1. This is an action for damages caused by the Defendants, which arises from the negligent and defective development, design, construction, and sale of townhomes at the Views at Hyde Park townhome community located in Tampa, Hillsborough County, Florida (the "Townhomes").

2. On or about October 11, 2018, the name of the community, Views at Hyde Park, was changed from Las Azoteas Townhomes.

3. Plaintiffs allege claims against Defendants herein for various violations of Florida Building Code, breaches of implied warranties, negligence, professional malpractice, FDUPTA and misleading advertising.

JURISDICTION AND VENUE

4. This is an action for damages of more than Fifty Thousand and 00/100 Dollars ($50,000.00), exclusive of interest, attorneys' fees and costs, and this Court otherwise has jurisdiction over the subject matter hereof.

5. The subject property of this action is located in Hillsborough County, Florida.

6. At all times material hereto, Plaintiffs were and are the owners of the real property located at 1325 W. Fig St., Unit 4, Tampa FL 33606 ("the Property").

7. At all times material, the Defendants conducted business or resided in Hillsborough County, Florida.

8. The acts and/or omissions giving rise to this Complaint and each cause of action stated herein occurred in Hillsborough County, Florida. Therefore, jurisdiction and venue are proper in Hillsborough County.

9. All conditions precedent to bringing this action have occurred or have been waived, including, but not limited to, the requirements of Chapter 558, *Florida Statutes*.

PARTIES

10. Plaintiffs are individuals who, at all times material hereto, owned the real property located at 1325 W. Fig St., Unit 4, Tampa FL 33606.

11. Upon information and belief, Gobea is a Florida limited company authorized to conduct business in Florida, with its principal address located at 588 Riviera Drive, Tampa, FL 33606.

12. Gobea served as the initial declarant and developer of the Townhomes before assigning its interest as declarant and developer to Views at Hyde Park.

13. Upon information and belief, Views at Hyde Park is a foreign limited liability company authorized to conduct business in Florida, with its principal address located at 1828 Central Avenue, Suite 100, Indianapolis, IN 46202.

14. At all times material hereto, Views at Hyde Park served as the successor declarant and developer of the Townhomes and was assigned all rights as such.

15. Upon information and belief, Onyx is a foreign limited liability company authorized to conduct business in Florida, with its principal address located at 1828 Central Avenue, Suite 100, Indianapolis, IN 46202.

16. At all times material hereto, Onyx served as the successor declarant and developer of the Townhomes.

17. Upon information and belief, Views at Hyde Park and Onyx are related entities, such that their operations are commingled.

18. Gobea, Onyx, and Views at Hyde Park are collectively referred to hereinafter as "Developer."

19. As the developer for the Townhomes, Developer was responsible for the development, design, and construction of the Townhomes, including without limitation retaining, hiring, supervising, directing, and coordinating general contractors for the construction and development of the Townhomes.

20. Upon information and belief, Peregrine is a Florida limited liability company conducting business in Florida, with its principal address located at 669 1st Avenue North, St. Petersburg, FL 33701.

21. Upon information and belief, at all times material hereto, Peregrine served as the licensed general contractor, as that term is defined in Section 489.105(3)(a), *Florida Statutes*, for the construction of the property.

22. As the general contractor for the Townhomes, Peregrine was responsible for the development, design, and construction of the property, including without limitation retaining, hiring, supervising, directing, and coordinating the work of its subcontractors.

23. Upon information and belief, at all times material hereto, Matthew Foster is a citizen of Florida and is a licensed Certified General Contractor in the state of Florida.

24. Upon information and belief, at all times material hereto, Matthew Foster served as the qualifying agent for Peregrine and the Certified General Contractor, as those terms are defined in Sections 489.105(3)(b) and 489.105(4), *Florida Statutes*, and was responsible for the construction of the property, including without limitation supervising, directing, and coordinating the designers and subcontractors in the construction of the property.

25. Upon information and belief, Matthew Foster owed a statutory duty to Plaintiffs, pursuant to the applicable building codes, and a common-law duty to construct the property in accordance with standard industry practices so as to prevent harm and damage to Plaintiffs.

26. As the Certified General Contractor, Matthew Foster also had a non-delegable duty to ensure construction of the property complied with the Florida building code. *See* Mastrandrea v. J. Mann, Inc., 128 So.2d 146 (Fla. 3d DCA 1961); Bialkowicz v. Pan Am. Condominium No. 3, Inc., 215 So.2d 767 (Fla. 3d DCA 1968).

27. Upon information and belief, Fieldstone is a foreign limited liability company conducting business in Florida, with its principal address located at 12906 Tampa Oaks Blvd., Suite 150, Tampa, FL 33637.

28. Upon information and belief, at all times material hereto, Fieldstone served as served as the architect of record for the property, provided professional architectural services for the property, and was responsible for designing, inspecting, and approving the property's design and construction.

29. Upon information and belief, MiGre is a Florida limited liability company conducting business in Florida, with its principal address located at 760 Florida Central Parkway, Suite 224, Longwood, FL 32750.

30. Upon information and belief, at all times material hereto, MiGre served as served as the Mechanical, Electrical, Fire Projection, and Plumbing ("MEFP") Design Engineering Firm for the property, provided professional engineering services for the property, and was responsible for designing all mechanical, electrical, fire protection, and plumbing systems, inspecting same, and approving the property's design and construction.

31. As a result of the Defendants' conduct, Plaintiffs have been required to retain the services of the undersigned counsel to represent its interests in this action and are obligated to pay a reasonable fee for their services.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

32. At all times material hereto, Developer served as the developer and declarant of the property and Peregrine served as general contractor.

33. Defendants undertook to develop and construct the property for sale to, and use of, the general public, including Plaintiffs, and their predecessors in interest.

34. Defendants failed to reasonably and adequately design, develop, and/or construct the property in accordance with the Florida Building Code, manufacturers' recommendations or instructions, permitted plans and specifications, and applicable industry standards.

35. As a direct result of the Defendants' failures, Plaintiffs have suffered and continue to suffer damages proximately caused by defects and deficiencies in the construction of the property. Such defects and deficiencies include, without limitation:

a. Improper installation, flashing, and sealing of windows resulting in water intrusion to the interior of the unit (seeking recovery for interior damages only).

b. Improper installation of stucco resulting in water intrusion to the interior of the unit (seeking recovery for interior damages only).

c. Failure to permit and design townhome as a four-story structure, resulting in potential usage issues and diminution of value with the fourth level.

d. Improper size and installation of air handler. Given the four-story nature of the structure, these units require circulation of outdoor air, and a larger air handler is necessary to make this accommodation. Additionally, the air handlers require a larger filter than what is built into the air handler to accommodate for the square footage of the unit.

e. Stair rise heights to the fourth floor are out of compliance with the Florida Building Code.

f. Drywall cracking, inconsistent texture, poor or nonmatching paint coverage.

g. Insufficient grouting and tile installation in tubs and showers.

h. Base trim joints not adequately caulked prior to painting.

36. The defects and deficiencies identified in paragraph 35 are a violation of design, building, and construction practices, industry standards, manufacturers' instructions, applicable plans and specifications, and various governmental codes and restrictions, including, without limitation, the Florida Building Code, as in effect at the time the property was constructed, as well as, at the time the property was inspected and sold to Plaintiffs for residential use.

37. The aggregate effect of the defects alleged in paragraph 35 have caused, and will continue to cause, damage, including resultant and consequential property and other damages throughout Plaintiffs' property, including but not limited to water damage, premature deterioration or degradation of construction elements and loss of use.

38. The defects and deficiencies identified in paragraph 35 were not readily discoverable by Plaintiffs through reasonable inspection at the time of purchase, and Plaintiffs became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

39. Plaintiffs have complied with all requirements under Ch. 558, *Florida Statutes*.

40. The 558 Notice was served to the Defendants on behalf of Plaintiffs, in accordance with the scope of its duties pursuant to Chapter 720, *Florida Statutes.*

COUNT I – VIOLATION OF FLORIDA BUILDING CODE
(against Developer)

41. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

42. Pursuant to § 553.84, *Florida Statutes*, Plaintiffs have a right of action for any damages resulting from a violation of the Florida Building Code.

43. Pursuant to § 553.84, *Florida Statutes*, and the Florida Building Code, Developer owed a statutory and non-delegable duty to Plaintiffs to construct the property in compliance with the Florida Building Code.

44. Further, to the extent Developer utilized subcontractors and consultants to plan, design, and construct the property, Developer, as the developer, had a non-delegable duty to supervise their work. As a result, Developer is vicariously responsible for the negligent acts of their subcontractors and consultants, including without limitation, the negligent acts of the subcontractors or consultants so utilized.

45. The operative construction set of approved plans for the property was stamped and permitted by the building department as approved under the applicable Florida Building Code, and these approved plans were therefore incorporated by reference into the operative codes for construction of the property.

46. Developer's violations of the Florida Building Code include, but are not limited to, the defects described in paragraph 35.

47. The aggregate effect of the defects alleged in paragraph 35 have caused, and will continue to cause, damage, including resultant and consequential property and other damages throughout Plaintiffs' property, including but not limited to water damage, premature deterioration or degradation of construction elements and loss of use.

48. Developer knew or should have known that all the building code violations alleged herein existed.

49. The foregoing building code violations were both the legal and factual cause of Plaintiffs' damages.

50. As a result of Developer's conduct, omissions, and building code violations described above, Plaintiffs have and will continue to suffer damages, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT II – NEGLIGENCE
(against Developer)

51. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

52. At all times material hereto, Developer, individually, collectively, and through its agents, servants, and employees, planned, designed, and constructed the property.

53. Developer owed a non-delegable duty to Plaintiffs to use reasonable care when designing and constructing the property, including without limitation: to design and construct the property to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

54. Developer breached its duty by negligently developing, designing, constructing, and selling the property, which has caused, and will continue to cause, damage to the property, including without limitation: water damage, property damage, and damages to the work and property of other persons or entities, thereby necessitating the need for repairs. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to Plaintiffs.

55. Developer further breached its duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the

property in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the property, as provided in paragraph 35, thereby resulting in damages, including without limitation: water damage, property damage, and damages to the work and property of other persons or entities, thereby necessitating the need for repairs.

56. Further, to the extent Developer utilized subcontractors and consultants to construct, plan and design the property, Developer, as the developer had a non-delegable duty to oversee their work. As a result, Developer is vicariously responsible for the negligent acts of their subcontractors and consultants, including but not limited to, negligent acts of the subcontractors or consultants so utilized.

57. As a result of Developer's conduct, omissions, and breach of the duties described above, Plaintiffs have and will continue to suffer damages, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT III – BREACH OF IMPLIED WARRANTY
(against Developer)

58. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

59. Developer impliedly warranted to Plaintiffs that the property was reasonably fit for its intended purpose, merchantable, and habitable; and that the buildings and improvements were constructed in accordance with the plans and specifications filed as a matter of public record, the applicable building codes, and with good design, engineering, and construction practices.

60. Developer breached the implied warranties by failing to design and construct the property in compliance with the requirements of applicable building codes; failing to design or construct in accordance with proper and approved construction plans and specifications; and

failing to employ good design, engineering and construction practices, as a result of which the property contains defects and deficiencies, as provided in paragraph 35.

61. The existence or cause of the defects and deficiencies, and the damages caused thereby, are not of the type that would reasonably be recognizable by persons who lack special knowledge or training, such as Plaintiffs, or they are hidden by building components or finishes, and they are latent defects and deficiencies to Plaintiffs, who, in the exercise of due diligence, did not discover the existence or cause of the defects and deficiencies until after the purchase and occupancy of the property.

62. As a direct and proximate result of Developer's breach of the above-mentioned warranties, Plaintiffs have expended and will be required to expend additional large sums of money to remedy the defects and deficiencies.

63. As a result of Developer's conduct, omissions, and breach of the warranties described above, Plaintiffs have and will continue to suffer damages, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT IV – FDUPTA
(against Developer)

64. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

65. This is an action for damages pursuant to the Florida Deceptive and Unfair Trade Practices Act, Chapter 501, Part II, Florida Statutes ("FDUPTA").

66. Developer engaged in "trade or commerce" as defined by Section 501.203(8), Florida Statutes, by developing, marketing, and selling the property.

67. Developer represented and advertised the property to Plaintiffs and the public as a four-story residential structure.

68. However, in reality, as alleged in paragraph 35(c), the Developer failed to permit and design the property properly, resulting in significant usage issues and building code non-compliance throughout the property.

69. Developer's representation that the property was a functional and legally permitted four-story residential structure was a deceptive and unfair act, as Developer and/or its agents knew of should have known that the structure was not permitted properly.

70. This representation was a material statement that deceived Plaintiffs, who were consumers acting reasonably under the circumstances.

71. Had Plaintiffs known the fourth floor was not properly permitted or designed for its represented use, they would not have agreed to the purchase price, nor would they have purchased the property at all.

72. As a direct and proximate result of Developer's deceptive and unfair trade practices, Plaintiffs have suffered actual damages, including but not limited to the diminution in value of the property and the costs associated with attempting to cure the permitting and design defects.

73. Pursuant to Section 501.2105, Florida Statutes, Plaintiffs are entitled to recover prevailing party attorney's fees and costs.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, attorneys' fees pursuant to Section 501.2105, Florida Statutes, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT V – MISLEADING ADVERTISING
(against Developer)

74. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

75. This is an action for damages pursuant to Florida Statute § 817.41.

76. Developer disseminated, or caused to be disseminated, an advertisement to the public regarding the sale of the property.

77. The advertisement specifically represented that the property is a four-story residential property.

78. The Defendant's advertisement was misleading and/or contained statements that were untrue, in that it is improperly zoned as a residential property and the fourth-floor rooftop patio area is unable to be used as advertised.

79. Developer knew, or through the exercise of reasonable care should have known, that the advertisement was misleading and/or untrue at the time it was disseminated.

80. Developer disseminated the advertisement with the intent to induce the Plaintiffs to enter into a contract for the purchase of the property.

81. Plaintiffs reasonably and detrimentally relied on Developer's misleading advertisement and, in reliance thereon, executed a purchase agreement and paid a purchase price for the property.

82. As a direct and proximate result of Developer's misleading advertising, Plaintiffs have suffered actual damages, including but not limited to the difference between the purchase price paid and the actual market value of the property as delivered and the costs associated with attempting to cure the permitting and design defects.

83. Pursuant to Florida Statute § 817.41(6), Plaintiffs are entitled to recover prevailing party attorney's fees and costs.

84. Pursuant to Florida Statute § 817.41(6), Plaintiffs may be entitled to an award of punitive damages in addition to actual damages proven.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, attorneys' fees pursuant to Florida Statute § 817.41(6), punitive damages pursuant to Florida Statute § 817.41(6), trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT VI – FRAUDULENT INDUCEMENT
(against Developer)

85. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

86. Prior to the execution of the purchase agreement for the property, Developer made material misrepresentations of fact to Plaintiffs regarding the nature and legality of the property. Specifically, Developer represented through marketing materials, sales presentations, and architectural renderings that the property was a fully and appropriately permitted, four-story residential structure.

87. At the time these representations were made, Developer knew they were false. Specifically, Developer knew or should have known that the property was improperly permitted and designed as a residential structure and did not meet the requirements of the Florida Building Code.

88. Developer made these false representations with the specific intent to induce Plaintiffs to enter into a contract for the purchase of the property at a premium price based on the represented square footage and utility of the fourth-floor patio area.

89. Developer's concealment of the improper permitting status and the omission of requirements of the Florida Building Code were material facts that would have caused a reasonable consumer, including Plaintiffs, to decline the purchase or negotiate a significantly lower price.

90. Plaintiffs reasonably and justifiably relied on Developer's superior knowledge and professional representations regarding the property's compliance with building codes and zoning laws when executing the purchase agreement.

91. Had Plaintiffs known the property was not properly permitted, designed, and/or did not meet Florida Building Code requirements, they would not have purchased the property.

92. As a direct and proximate result of Developer's fraudulent inducement, Plaintiffs have suffered actual damages, including the difference between the purchase price paid and the actual market value of the non-compliant structure, as well as the costs associated with any required remediation.

WHEREFORE, Plaintiffs demand judgment against Developer for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT VII – NEGLIGENCE AND VICARIOUS LIABILITY
(against Peregrine)

93. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

94. As the general contractor for the property, Peregrine was responsible for all aspects of its construction, including the exercise of reasonable care in the development and construction of the property.

95. Peregrine was responsible for ensuring that such construction was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way to not damage other property.

96. Peregrine owed a non-delegable duty to Plaintiffs to exercise reasonable care while constructing the property and ensure construction was performed in compliance with permitted

plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendation and in such a way to not damage other property.

97. Peregrine breached its duty by defectively, improperly, and negligently developing, constructing, inspecting, installing, supervising, certifying, and approving the construction of the property with defective conditions, including, but not limited to, those described in paragraph 35.

98. Such conditions have caused damage to the property, including but not limited to, water damage, property damage, and damage to the work and property of other persons or entities involved in the construction of the property, necessitating repairs to the resulting damage.

99. As a direct and proximate result of Peregrine's breach of its duties, the property was sold to Plaintiffs with various construction and design defects, deficiencies and/or conditions, as described in paragraph 35.

100. As a direct and proximate result of Peregrine's breach of its duties, Plaintiffs have been injured in that the defects or deficiencies identified herein have caused, or will cause, resultant and consequential property and other damages throughout the home, including but not limited to water damage, premature deterioration or degradation of construction elements, and diminution of value, all of which will cost a substantial amount of money to repair.

101. As the general contractor for the construction of the property, Peregrine is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the property.

102. Peregrine's subcontractors also owed Plaintiffs the same duty as Peregrine and, like Peregrine, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the property, which also caused the defective conditions described in paragraph 35 and, in turn, the damages alleged herein.

WHEREFORE, Plaintiffs demand judgment against Peregrine for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT VIII – VIOLATION OF FLORIDA BUILDING CODE
(against Peregrine)

103. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

104. At all times material hereto, the Florida Building Code was the applicable building code for the construction of the property.

105. Peregrine served as the general contractor for the construction of the property and thus had a responsibility to prevent the existence of violations of the Florida Building Code.

106. As the entity responsible for obtaining and pulling the permits for the construction of the property, Peregrine assumed a nondelegable duty, owed to Plaintiffs, to ensure construction of the property complied with the Florida Building Code.

107. Further, to the extent Peregrine utilized subcontractors and consultants to plan, design, and construct the property, Peregrine, as the licensed general contractor, had a nondelegable duty to supervise their work. As a result, Peregrine is vicariously responsible for the acts of their subcontractors and consultants.

108. Peregrine actively participated in the construction of the property, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

109. As such, Peregrine committed violations of the Florida Building Code, thereby violating Section 553.84, *Florida Statutes*.

110. Peregrine knew or should have known the building code violations existed at the property and violated the Florida Building Code by causing the defects and deficiencies alleged in paragraph 35.

111. As a direct and proximate result of Peregrine's commission of violations of Section 553.84, *Florida Statutes,* Plaintiffs have suffered and continue to suffer damages, as alleged in paragraph 35.

112. The existence or causes of the defects caused by Peregrine are not readily recognizable by Plaintiffs, who lack special knowledge or training.

113. The defects caused by Peregrine are hidden by components or finishes, are latent in nature, and are defects that require special knowledge or training to ascertain and determine the nature and causes of the defects.

114. The defects, deficiencies, and/or conditions caused by Peregrine have caused, or will cause, damage to building components and other loss(es) such as water damage, premature deterioration, degradation of construction elements, diminution in value, professional fees, and other out of pocket costs to properly scope the required cure.

115. As a direct and proximate result of the defects, deficiencies, and/or conditions in the roof caused by Peregrine, Plaintiffs are obligated to disclose the existence of the defects to any potential purchaser and/or lender, thereby limiting the marketability and reducing the fair market value of the property.

WHEREFORE, Plaintiffs demand judgment against Peregrine for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT IX - BREACH OF IMPLIED WARRANTIES
(*against Peregrine*)

116. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

117. As the general contractor of the property, Peregrine impliedly warranted to Plaintiffs that the property was designed and constructed free from defect or deficiency in materials or workmanship and in accordance with the plans and specifications filed as a matter of public record, the applicable building codes and all applicable local and national codes, ordinances and industry standards, and good design, engineering, and construction practices. These implied warranties are generally described as implied warranties of fitness, merchantability, habitability, and workmanlike construction.

118. Plaintiffs relied upon the warranties, skill, and judgment of Peregrine to ensure the property was constructed free from defect or deficiency in materials or workmanship and in accordance with the plans and specifications filed as a matter of public record, the applicable building codes, ordinances and industry standards, and good design, engineering, and construction practices and free from water intrusion and related damages.

119. Peregrine breached the implied warranties by among other things, inadequately developing, constructing, inspecting, supervising, certifying, and approving the construction of the property such that the defects and deficiencies described in paragraph 35 exist in the completed property.

120. Peregrine further failed to remedy the defects and deficiencies complained of.

121. The aggregate effect of the defects and deficiencies alleged in paragraph 35 has led to water intrusion damages, loss of use, and other damages at the property. As such, the property is not fit for its intended purpose and is not of workmanlike construction.

122. The existence or cause of the defects and deficiencies, and the damages caused thereby, are not of the type that would reasonably be recognizable by persons who lack special knowledge or training, or they are hidden by building components or finishes. In other words, the defects and deficiencies were latent to Plaintiffs, who, in the exercise of due diligence, did not discover the existence or cause of the defects and deficiencies until after the purchase and occupancy of the property.

123. As a direct and proximate result Peregrine's breach of implied warranties, Plaintiffs have been injured in that the defects or deficiencies identified herein have caused, or will cause, resultant and consequential property and other damages throughout their home, including but not limited to water damage, premature deterioration or degradation of construction elements, and diminution of value.

124. Peregrine was notified of the defects and deficiencies in the property but failed to remedy the defects and deficiencies.

WHEREFORE, Plaintiffs demand judgment against Peregrine for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT X – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Matthew Foster*)

125. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

126. As general contractor and qualifier for Peregrine for the property, Matthew Foster is responsible for all aspects of their construction, including the exercise of reasonable care in the development and construction of the Townhomes and common areas.

127. Matthew Foster was responsible to ensure such construction was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way to not damage other property.

128. Matthew Foster owed a non-delegable duty to Plaintiffs to exercise reasonable care while constructing the property and to ensure construction was performed in compliance with permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendation and in such a way to not damage other property.

129. Matthew Foster breached his duty by defectively, improperly, and negligently developing, constructing, inspecting, installing, supervising, certifying, and approving the construction of the property with defective conditions, including, but not limited to, those described in paragraph 35.

130. Such conditions have caused damage to the property, including but not limited to, water damage, property damage, and damage to the work and property of other persons or entities involved in the construction of the property, necessitating repairs to the resulting damage.

131. As a direct and proximate result of Matthew Foster's breach of his duties, Plaintiffs have been and will be required to expend large sums of money for the repair and maintenance of the property and for damages caused by the defects and deficiencies, as alleged in paragraph 35.

132. As the general contractor for the construction of the property, Matthew Foster is also vicariously responsible for the deficient and negligent work of the subcontractors he utilized in the construction of the property.

133. Matthew Foster's subcontractors also owed Plaintiffs the same duty as Matthew Foster and, like Matthew Foster, breached such duty by negligently constructing, inspecting,

installing, supervising, certifying, and approving the construction of the property, which also caused the defective conditions described in paragraph 35 and, in turn, the damages alleged herein.

WHEREFORE, Plaintiffs demand judgment against Matthew Foster for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XI – VIOLATION OF FLORIDA BUILDING CODE
(*against Matthew Foster*)

134. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

135. Matthew Foster served as the general contractor for the construction of the property and thus had a responsibility to prevent the existence of violations of the Florida Building Code in the completed property.

136. As the entity responsible for obtaining and pulling the permits for the construction of the property, Matthew Foster assumed a nondelegable duty, owed to Plaintiffs, to ensure construction of the property complied with the Florida Building Code.

137. Further, to the extent Matthew Foster utilized subcontractors and consultants to plan, design, and construct the property, Matthew Foster, as the licensed general contractor, had a nondelegable duty to supervise their work. As a result, Matthew Foster is vicariously responsible for the acts of his subcontractors and consultants.

138. Matthew Foster actively participated in the construction of the property, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

139. As such, Matthew Foster committed violations of the Florida Building Code, thereby violating Section 553.84, *Florida Statutes*.

140. Matthew Foster knew or should have known the building code violations existed at the property and violated the Florida Building Code by causing the defects and deficiencies alleged in paragraph 35.

141. As a direct and proximate result of Matthew Foster's commission of violations of Section 553.84, *Florida Statutes,* Plaintiffs have suffered and continue to suffer damages, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Matthew Foster for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XII – VIOLATION OF FLORIDA BUILDING CODE (*against Fieldstone*)

142. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

143. Fieldstone were architects of record for the property and provided professional architectural services for the property and, as such, designed, inspected, and approved the property.

144. Throughout the design, inspection, and approval of the property, Fieldstone were under a professional duty to Plaintiffs to use reasonable care and to ensure that the design and construction of the property complied with all applicable building codes, and that the design drawings were detailed to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work.

145. Fieldstone breached their duties by failing to design the property with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the property to be built with essential elements not in compliance with the Florida Building Code and with the defects alleged in paragraph 35.

146. In performing its work, Fieldstone committed material violations of applicable building codes by failing to perform its work in accordance with the Florida Building Codes.

147. Fieldstone knew or should have known the building code violations existed at the property and violated the Florida Building Code by causing the defects and deficiencies alleged in paragraph 35.

148. Fieldstone's violation(s) of the Florida Building Codes have resulted in the deficiencies and defective conditions described in paragraph 35 and have led to, among other damages, water intrusion at the property.

149. Plaintiffs have been and will continue to be damaged as a direct and proximate result of Fieldstone's commission of violations of the building codes.

150. Pursuant to Section 553.84, Florida Statutes, Plaintiffs have a cause of action against Fieldstone, and any potential sub-subcontractors used by them, as the party who committed the violation(s) damaging them.

151. As a direct and proximate result of Fieldstone's violations of the Florida Building Code, Plaintiffs have been and will be required to expend large sums of money for the repair and maintenance of the property and for damages caused by the defects and deficiencies, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Fieldstone for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XIII – PROFESSIONAL NEGLIGENCE
(*against Fieldstone*)

152. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

153. Fieldstone were the architects and engineers of record for the property and provided professional architectural and engineering services for the property.

154. Fieldstone owed a duty to Plaintiffs to provide its professional architectural and engineering services in accordance with the standard of care used by similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work to which they refer, and performing construction administration duties such that the work identified in its drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable building codes, manufacturers' recommendations, and industry standards in effect at the time of construction and by certifying plans that were fundamentally un-permittable for their advertised use.

155. Fieldstone breached the above-mentioned duties during the design and construction of the property in that Fieldstone's performance of their architectural services were not within the standard of care used by similar professionals under similar circumstances, the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and its construction administration services were not within the standard of care used by similar professionals under similar circumstances.

156. As a direct and proximate result of Fieldstone's breach of its duties, Plaintiffs have been and will be required to expend large sums of money for the repair and maintenance of the property and for damages caused by the defects and deficiencies, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against Fieldstone for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XIV – NEGLIGENT MISREPRESENTATION
(*against Fieldstone*)

157. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

158. Fieldstone, through its signed and sealed architectural plans, represented that the property was designed as a lawful, residential structure compliant with the Florida Building Code.

159. This representation was false, as the design omitted mandatory systems required for a four-story occupancy.

160. Fieldstone was negligent in making these representations because, as the Architect of Record, it knew or should have known that its plans did not meet the minimum code requirements for the advertised use.

161. Fieldstone intended and expected that its professional certifications would be used by Developer to market the property and would be relied upon by potential purchasers, including Plaintiffs.

162. Plaintiffs justifiably relied on Fieldstone's professional expertise and certifications when executing the purchase agreement for a four-story home.

163. As a direct and proximate result, Plaintiffs have suffered damages, including the diminution in value of the property and the costs of remediation.

WHEREFORE, Plaintiffs demand judgment against Fieldstone for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XV – VIOLATION OF FLORIDA BUILDING CODE
(*against MiGre*)

164. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

165. MiGre were the Mechanical, Electrical, Fire Projection, and Plumbing ("MEFP") Design Engineering Firm for the property, provided professional engineering services for the property and, as such, designed, inspected, and approved the property.

166. Throughout the design, inspection, and approval of the property, MiGre were under a professional duty to Plaintiffs to use reasonable care and to ensure that the design and construction of the property complied with all applicable building codes, and that the design drawings were detailed to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work.

167. MiGre breached their duties by failing to design the property with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the property to be built with essential elements not in compliance with the Florida Building Code and with the defects alleged in paragraph 35.

168. In performing its work, MiGre committed material violations of applicable building codes by failing to perform its work in accordance with the Florida Building Codes.

169. MiGre knew or should have known the building code violations existed at the property and violated the Florida Building Code by causing the defects and deficiencies alleged in paragraph 35.

170. MiGre's violation(s) of the Florida Building Codes have resulted in the deficiencies and defective conditions described in paragraph 35 and have led to, among other damages, water intrusion at the property.

171. Plaintiffs have been and will continue to be damaged as a direct and proximate result of MiGre's commission of violations of the building codes.

172. Pursuant to Section 553.84, Florida Statutes, Plaintiffs have a cause of action against MiGre, and any potential sub-subcontractors used by them, as the party who committed the violation(s) damaging them.

173. As a direct and proximate result of MiGre's violations of the Florida Building Code, Plaintiffs have been and will be required to expend large sums of money for the repair and maintenance of the property and for damages caused by the defects and deficiencies, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against MiGre for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XVI – PROFESSIONAL NEGLIGENCE
(*against MiGre*)

174. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

175. MiGre were the Mechanical, Electrical, Fire Projection, and Plumbing ("MEFP") Design Engineering Firm for the property, provided professional engineering services for the property and, as such, designed, inspected, and approved the property.

176. MiGre owed a duty to Plaintiffs to provide its professional services in accordance with the standard of care used by similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work to which they refer, and performing construction administration duties such that the work identified in its drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable building codes, manufacturers' recommendations, and industry standards in effect at the time of construction, omitting required systems, failing to coordinate with

the architect to ensure the building's MEFP systems supported the advertised four-story occupancy, and by certifying plans that were fundamentally un-permittable for their advertised use.

177. MiGre breached the above-mentioned duties during the design and construction of the property in that MiGre's performance of their professional services was not within the standard of care used by similar professionals under similar circumstances, the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and its construction administration services were not within the standard of care used by similar professionals under similar circumstances.

178. As a direct and proximate result of MiGre's breach of its duties, Plaintiffs have been and will be required to expend large sums of money for the repair and maintenance of the property and for damages caused by the defects and deficiencies, as alleged in paragraph 35.

WHEREFORE, Plaintiffs demand judgment against MiGre for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

COUNT XVII – NEGLIGENT MISREPRESENTATION
(*against MiGre*)

179. Plaintiffs re-allege paragraphs one (1) through forty (40) as if fully set forth herein.

180. MiGre, through its signed and sealed MEFP engineering plans, represented that the Property's mechanical, electrical, and fire protection systems were sufficient for the property.

181. This representation was false, as MiGre's design omitted essential systems and code-mandated measures required for a structure of this nature under the Florida Building Code.

182. MiGre was negligent in making this representation as it failed to exercise reasonable care or professional competence in communicating accurate information regarding the structural and safety requirements necessary for the property's intended use.

183. MiGre knew or should have known its engineering certifications would be relied upon by subsequent purchasers.

184. Plaintiffs justifiably relied on MiGre's professional certifications and the implied legality of the property's design as a material condition of their purchase of the property.

185. As a direct and proximate result of MiGre's misrepresentations regarding the property's compliance, Plaintiffs have suffered actual damages.

WHEREFORE, Plaintiffs demand judgment against MiGre for damages in excess of $50,000.00, plus interest, costs, trial by jury of all issues so triable, and for any such additional relief as this Court deems just and proper.

DATED this 7th day of April, 2026.

/s/ Kelly A. Fantetti
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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing, along with a Summons and Complaint, has been furnished to: Gobea Capital Oregon, LLC, c/o Registered Agent: Renier G. Gobea, Esq., 588 Riviera Dr., Tampa, FL 33606; Views at Hyde Park, LLC, c/o

Registered Agent: Andrew B. Lahr, 1726 E. 7th Ave., Suite 10, Tampa, FL 33605; Peregrine Construction, LLC, Matthew Foster, CGC, 669 1st Ave North, St. Petersburg, FL 33701; Matthew Foster, CGC, 669 1st Ave North, St. Petersburg, FL 33701; Onyx and East, LLC, c/o Registered Agent: Andrew B. Lahr, 1726 E. 7th Ave., Suite 10, Tampa, FL 33605; Fieldstone A&E, LLC, c/o Registered Agent: Daniel Langefels, 12906 Tampa Oaks Blvd., Ste. 150, Tampa, FL 33637; MiGre Engineers, LLC, c/o Registered Agent: Lifeboat Registered Agents, LLC, 3700 South Conway Rd., Suite 100, Orlando, FL 32812.

/s/ Kelly A. Fantetti
Attorney