UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:	Case No. 26-48494
FIELDSTONE A&E, LLC,	Chapter 11
Debtor.	Judge Thomas J. Tucker

_____/

MATTAMY HOMES CORPORATION'S MOTION FOR THE TRANSFER OF VENUE TO THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA

Mattamy Homes Corporation (the "Movant"), by and through its counsel, Schafer and Weiner, PLLC, for its *Motion for the Transfer of Venue to the United States Bankruptcy Court for the Middle District of Florida* (the "Motion"), states:

I. PRELIMINARY STATEMENT

1. The Debtor filed this bankruptcy for the specific purpose of addressing liabilities stemming from a large number of lawsuits pending in Florida. There is no other reason for this bankruptcy – the Debtor is otherwise a solvent, thriving business.

2. The Florida lawsuits are based on particular Florida statutes, under which homeowners' associations have sued developers and their contractors with increasing frequency. The Debtor's largest potential creditors, and the Debtor's co-defendants in those lawsuits, are primarily located in Florida. It is likely that many, if not most, of the decisions determining the extent of the Debtor's liabilities will be

made in Florida, based on testimony from Florida witnesses, about actions the Debtor and others took in Florida.

3. This bankruptcy case should be transferred to Florida, where the lawsuits which form the *raison d'etre* of this bankruptcy are pending.

II. JURISDICTION AND VENUE

3. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §157 and 1334.

4. This is a core proceeding pursuant to 28 U.S.C. §157(b), and venue is technically proper in this Court pursuant to 28 U.S.C. §1408.

III. FACTS

5. Fieldstone A&E, LLC (the "Debtor") is a Michigan limited liability company whose registered office and mailing address are both located at 3400 Auburn Road, Suite 200, Auburn Hills, Michigan, 48326.

6. The Debtor operates an architecture and engineering firm. Its website states "[w]e are a one stop shop" and "[o]ur team of architects, engineers, interior designers and consultants balance industry-leading design principles, construction assistance and technical expertise to deliver streamlined, reliable service throughout

every step of the design and construction process." *See* the Debtor's website at fieldstoneae.com.[1]

7. On July 30, 2026 (the "Petition Date"), the Debtor filed a petition for relief under Subchapter V of Chapter 11 of the Bankruptcy Code in the United States Bankruptcy Court for the Eastern District of Michigan (the "Case").

A. The Movant

8. The Movant is a Delaware corporation, licensed to do business in Florida, and its principal office and mailing address are both located at 4901 Vineland Road, Suite 450, Orlando, Florida, 32811.

9. The Movant's principal line of business is home construction.

10. As of the Petition Date, the Debtor and the Movant are co-defendants in four pending lawsuits alleging construction defects in multifamily projects that were built in Florida and on which they worked together (the "Pending Lawsuits"). The Debtor served as the architect for each of the multifamily projects at issue in the Pending Lawsuits.

11. The amount claimed in each of the pending lawsuits is substantial. The Pending Lawsuits (all of which are currently in arbitration) include:

a. Avea Pointe Homeowners Association, Inc., pending in Tampa, Florida (claim for $17,677,670);

[1] Last accessed on September 23, 2023.

b. Boyette Park Homeowner's Association, Inc., pending in Orlando, Florida (claim for $16,390,633);

c. Lakeview at Citrus Park Homeowners Association, Inc., pending in Tampa, Florida (claim for $12,589,277), and

d. Sunrise Preserve Homeowners Association, Inc., pending in Sarasota, Florida (claim for $17,452,580).

See the complaint for each of the Pending Lawsuits attached as **Exhibits 2, 3, 4 and 5**, respectively.

12. The Pending Lawsuits are complex. For example, the complaint in the Lakeview lawsuit has 343 paragraphs and 32 counts. It alleges that 16 different defendants are liable for a non-exhaustive list of 26 different defects and deficiencies. *See* Exhibit 4. The claim amount is not stated in the complaint, but the plaintiff previously asserted an amount of $12,589,277. The complaint in Sunrise has a mere 246 paragraphs and 16 counts. It alleges that 35 defendants are liable for 57 different defects and deficiencies. *See* Exhibit 5. Again, the claim amount is not specified in the complaint, but was previously asserted in the amount of $17,452,580. The complaint in Avea is 370 paragraphs long and has 35 counts. *See* Exhibit 2. Movant subsequently filed a demand for arbitration, which is 717 paragraphs long and contains 83 counts against 16 third-party defendants. *See* Excerpts from Demand, Exhibit 10.[2]

[2] Due to the size of the Demand, and the restrictions on the size of attachments which can be filed, Movant is not attaching the entire Demand.

13. The Pending Lawsuits are all brought under Chapters 558 and 553 of the Florida Statutes. *See*, e.g., Exhibits 2, 3, 4, and 5. In essence, Chapter 558 requires property owners to notify potential defendants of a claim based on a construction defect, requires certain defendants receiving notice to notify other defendants which might be subject to claims, and sets out a notice and alternative dispute resolution process. Chapter 553 includes the Florida Building Code and sets out various standards related to everything from requirements for handicapped accessibility to the form for fire alarm permit applications and energy conservation standards.

14. In addition to the Pending Lawsuits, claims have been asserted against the Movant for alleged construction defects in three other multifamily projects built in Florida, for which formal litigation has not yet begun (the "Pending Claims"). The Debtor performed work on all three projects.

15. The Pending Claims are all currently in the notice and dispute resolution process governed by Chapter 558. The notice process includes a detailed list of alleged defects, often contained in an inspection report, contains various notice requirements and often includes document requests. *See*, e.g., Notice Letter attached as Exhibit 11; Inspection Report, Exhibit 12.

16. The claim amount of each of the Pending Claims has not yet been determined. The identity and location of the claimants in the Pending Claims are:

a. Arboretum Condominium Association, Inc., asserted in relation to a 248-unit condominium community in East Naples, Florida,

b. Parkview at Long Lake Ranch Homeowners Association, Inc., asserted in relation to a 234-unit townhome community and community development district located in Pasco County, Florida, and

c. Citron Grove Homeowners Association, Inc., asserted in relation to a 60-unit townhome community in Odessa, Florida.

B. The Schedules

17. On August 13, 2026, the Debtor filed its schedules and statement of financial affairs (Docket No. 46) (respectively, the "Schedules" and the "SOFA").

18. The Schedules state that the Debtor's assets have an aggregate value of $4,462,630.52, and are composed of: (a) cash on deposit in 2 separate banks in the amount of $1,493,478.52,[3] (b) accounts receivable of $2,900,000.00, and (c) miscellaneous assets valued at $69,152.00.[4] *See* Schedules, pages 13/124 through 16/124.

19. The Schedules further state that the Debtor has total liabilities of $1,000,000.00, which consists of one secured debt to Bank of America. *See*

[3] The cash is comprised of cash on deposit at: (i) Huntington National Bank in the amount of $961,185.52, and (ii) Bank of America in the amount of $523,293.00.

[4] Included in the miscellaneous assets are assets related to and/or used by the Debor in its Tampa, Florida office having an aggregate value of $30,001.00, which are comprised of: (i) a lease of commercial property, valued at $1.00, (ii) $1,000.00 of office furniture, and (iii) a $29,000.00 security deposit.

Schedules, page 19/124. As a result, on their face, the Schedules show that the Debtor is solvent.

20. However, the Schedules also: (a) list 324 unsecured creditors (composed of 21 priority creditors on schedule E, and 303 general unsecured creditors on schedule F), (b) show each of these 324 creditors are owed zero ($0.00) dollars, and (c) state that each of these creditors is being scheduled solely **for notice purposes**. *See* Schedules pages 20/124 through 67/124. These creditors include the Movant. *See* Schedules, page 47/124. They also include a large number of homeowners associations, all of which appear to be located in Florida. *See*, e.g., Schedules, pages 27, 36, 38, 48, 52, 57, 60, and 63/124.

21. Of these 324 unsecured creditors: (a) 110 are located in Florida (33.85%), (b) 101 are located in Michigan (31.08%), (c) 19 are located in Oregon (5.85%), (d) 16 are located in North Carolina (4.92%), and (e) the remaining 78 creditors are located in 23 other states (24.3%). A spreadsheet summary of the number of the Debtor's creditors located in each state is attached as **Exhibit 6** (the "Spreadsheet").

22. The Schedules show that the Movant is a codebtor with all four of the Debtor's creditors in the Pending Lawsuits. *See* Schedules, pages 97/124 through 99/124.

C. The SOFA and Top 20 List

23. The Debtor's SOFA lists eighteen lawsuits against the Debtor as of the Petition Date (the "Lawsuits").[5] All eighteen of the Lawsuits were filed in Circuit Courts for the state of Florida.[6] Twelve of the Lawsuits have been brought by homeowners' associations. The remaining six appear to have been brought by homeowners. *See* SOFA pages 112/124 through 115/124.

24. On the Petition Date, the Debtor filed its *List of Creditors Who Have the 20 Largest Unsecured Claims and Are Not Insiders* (Docket No. 4) (the "Top 20 List"). Every single unsecured creditor listed on the Top 20 List: (a) is located in Florida, (b) is designated as having a contingent, unliquidated and disputed claim, (c) has its claim valued at $0.00, and (d) had its claim arise from either pending litigation or a notice of claim. *See* the Top 20 List.

D. The Restructuring Memo

25. After the Petition Date, the Debtor sent a document entitled "Executive Client Briefing Florida Multifamily Risk and Chapter 11 Reorganization" to its various business partners and creditors (the "Fieldstone Restructuring Memo"), a copy of which is attached as **Exhibit 7**.

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[5] Included in the Lawsuits are the four Pending Lawsuits.

[6] (a) 11 in the 13th Circuit for Hillsborough County, (b) 3 in the 12th Circuit Court for Sarasota County, (c) 2 in the 9th Circuit Court for Orange County, (d) 1 in the 6th Circuit Court for Pinellas County, and (f) 1 in the 17th Circuit Court for Broward County. Hillsborough and Sarasota Counties are both located in the geographic area covered by the Middle District of Florida.

26. The Fieldstone Restructuring Memo provides the following reasons for the Debtor's bankruptcy filing:

a. Chapter 558 of Florida's Statutes (which is entitled "Construction Defects") was intended to reduce litigation through notice and opportunity to repair construction defects when it was originally enacted ("Chapter 558"). (A copy of Chapter 558 is attached as **Exhibit 8**.)

b. However, after the Surfside condominium collapsed in June of 2021, the Debtor believes that Florida courts have been using Chapter 558 to hold architects and engineers to higher standards than before the collapse, and consequently architects like the Debtor are being named as parties to construction defect disputes much more frequently than before. *See* **Exhibit 7**.[7]

c. The Debtor stated that this increased exposure to disputes arising from alleged construction defects has had a significant impact, because "the cost, volatility, and duration of defending construction defect claims are no longer aligned with the revenue associated with the work. Fieldstone stated that Florida multifamily (e.g., condominium and townhouse) projects represent approximately five percent of Fieldstone's revenue, yet the legal and insurance burden tied to such projects has grown beyond what the economics justify." *See* **Exhibit 7**.

d. The Debtor decided to act to contain the risk arising from Florida multifamily projects and stated that its "objective is to preserve capital, protect the company's single-family and amenity work, and avoid allowing one narrow but volatile segment of [its] portfolio to destabilize [its] broader platform." *See* **Exhibit 7**, page 2.

e. "Fieldstone has chosen to pursue a court-supervised chapter 11 reorganization . . . to address a defined business challenge in a structured way while continuing normal operations across unaffected parts of the company." *See* **Exhibit 7**, page 2.

[7] For general information about the Surfside Condo Collapse, *see* excerpt from Wikipedia article attached as **Exhibit 9**, found at en.wikipedia.org/wiki/Surfside_condomimium_collapse.

27. In short, the Restructuring Memo explains that the Debtor filed this Case to: (i) avoid the ongoing cost of continued litigation related solely to the work it did in Florida, (ii) avoid the risk of substantial liability arising from the Florida litigation, and (iii) resolve any resulting liability in the Florida litigation in a structured manner that a bankruptcy proceeding can provide. In short, the entire purpose of this Case is focused on liabilities in Florida.

IV. RELIEF REQUESTED

28. Through this Motion, the Movant seeks the entry of an order under 28 U.S.C. §1412 and Bankruptcy Rule 1014(a)(1) which transfers the venue of the Case from the United States Bankruptcy Court for the Eastern District of Michigan to the United States Bankruptcy Court for the Middle District of Florida.

V. BASIS FOR RELIEF

29. The venue for where a bankruptcy case may be commenced is governed by 28 U.S.C §1408, which provides:

> A case under title 11 may be commenced in the district court for the district—
>
> (1) in which the domicile, residence, principal place of business in the United States, or principal assets in the United States, of the person or entity that is the subject of such case have been located for the one hundred and eighty days immediately preceding such commencement, or for a longer portion of such one-hundred-and-eighty-day period than the domicile, residence, or principal place of business, in the United States, or principal assets in the United States, of such person were located in any other district; or

(2) in which there is pending a case under title 11 concerning such person's affiliate, general partner or partnership.

28 U.S.C. §1408.

30. The transfer of venue of a bankruptcy case that was initially filed in the proper district is governed by 28 U.S.C. §1412, which provides that "[a] district court may transfer a case or proceeding under title 11 to a district court for another district, in the interest of justice **or** for the convenience of the parties." 28 U.S.C. §1412 (emphasis added). *See also Thompson v Greenwood*, 507 F.3d 416, 420 (6th Cir. 2007) (holding the prerequisite for transferring a case under 28 U.S.C §1412, is that the case was initially filed in the proper district under 28 U.S.C. §1408.).

31. Fed. R. Bank. P. 1014(a) similarly provides: "[i]f a petition is filed in the proper district, the court may transfer the case to another district in the interest of justice **or** for the convenience of the parties." Fed. R. Bank. P. 1014(a) (emphasis added).

32. Since §1412 is worded in the disjunctive a case can be transferred under either the interest of justice rationale or the convenience of the parties rationale. *See In re Dunmore Homes, Inc.*, 380 B.R. 663, 670 (Bankr. S.D.N.Y. 2008), *citing Enron Corp. v. Arora (in re Enron Corp.)*, 317 B.R. 629, 637 (Bankr. S.D.N.Y. 2004); *see also Official Comm. of Asbestos Claimants of G-I Holding, Inc. v. Heyman*, 306 B.R. 746 at *8 (S.D.N.Y. 2004) (holding, even if venue is technically correct, it is well

established that a court may transfer venue in the interest of justice or for the convenience of the parties).

33. The decision of the court to transfer the bankruptcy case under §1412 is discretionary, and the moving party must establish by the preponderance of the evidence that the transfer to another district is warranted. *See Haworth, Inc. v. Sunarhauserman, Ltd.*, 131 B.R. 359, 363 (W.D. Mich. 1991); *In re Custom Bldg. of Steamboat, Inc.*, 349 B.R. 39, 42 (Bankr. D. Idaho 2005*), citing In re Kona Joint Venture I, Ltd.*, 62 B.R. 169, 172 (Bankr. D. Haw. 1986) (other citations omitted) (holding party seeking change of venue bears the burden of proof by the preponderance of the evidence, and requests for change in venue are to be reviewed on case-by-case basis); *In re Rehoboth Hosp. L.P.*, 2011 Bankr. LEXIS 3992, at *10 (Bankr. D. Del. Oct. 19, 2011), *citing In re Centennial Coal, Inc.*, 282 B.R. 140, 146 (Bankr. D. Del. 2002), and *In re Borden Chem's. and Plastics Operating Limited P'ship*, 2004 Bankr, LEXIS 1251 at *2 (Bankr. D. Del. 2004) (holding "[t]he decision to transfer venue is solely with the discretion of the bankruptcy court.").

34. Here, even though the Case was properly filed in Michigan, a permissible venue location under §1408, it should nonetheless be transferred to Florida either for the convenience of the parties and/or in the interest of justice.

A. This Court Should Transfer This Case For The Convenience of the Parties

35. In determining whether the convenience of the parties justifies a transfer of venue, courts analyze these six factors:

a. The proximity of creditors of every kind to the court.
b. The proximity of the debtor to the court.
c. The proximity of witnesses who are necessary to the administration of the estate.
d. The location of the assets.
e. The economic administration of the estate.
f. The necessity for ancillary administration if liquidation should result.

See In re Dunmore Homes, Inc., 380 B.R. 663, 676 (Bankr. S.D.N.Y. 2008), *citing In re B.L. of Miami, Inc.*, 294 B.R. 325, 329 (Bankr. D. Nev. 2003), *citing Consol Prop., Inc. v. Southmark, Corp. (In re Consol. Equity Prop., Inc.)*, 136 B.R. 261, 266 (D. Nev. 1991).

36. Moreover, in determining the convenience of the parties the "economic administration of the estate" is the most important of factor for the court to consider. *See Hilton Worldwide, Inc. v Caesars Entm't Corp.*, 532 B.R. 259, 274 (Bankr. E.D. Virg. 2015) (holding, "[t]he most important factor in the §1412 analysis [is] the economic and efficient administration of the estate.").

37. An analysis of each of these factors in this Case shows that the convenience of the parties justifies the transfer of the venue in this Case to Florida:

a. **The proximity of creditors of every kind to the court.**

Virtually all of the Debtor's creditors having a true monetary claim appear to be from Florida, and virtually all of these claims appear to arise from lawsuits pending under Florida's Chapters 558 and 553.[8] The Pending Lawsuits alone have alleged liabilities of over $64 million.[9] The Debtor lists fourteen other Florida lawsuits on its Schedules, and that does not include claims not yet filed, like the Pending Claims. It is likely that the total amount of liabilities alleged as a result of lawsuits in Florida will be in the tens, if not the hundreds, of millions.

The Debtor's only non-Florida creditor with a true monetary claim appears to be Bank of America, which the Debtor's Schedules show is located in North Carolina and has a secured claim of $1 million dollars. Since the vast majority of the Debtor's creditors are located in Florida, this factor weighs in favor of transferring the Case to Florida.

[8] All of the 324 priority and unsecured creditors listed on the Debtor's schedules show that they are owed $0.00 and are being listed for "notice purposes only." It is difficult to tell which of these creditors might actually have monetary claims against the Debtor. However, given the number of Florida lawsuits the Debtor lists in its Schedules, the number of homeowners' associations listed as creditors, the fact that the Top 20 List is exclusively populated with Florida creditors, and the expressed purpose of this Case, it appears extremely likely that substantially all of the creditors in this case with actual monetary claims are located in Florida.

[9] In addition to the Pending Lawsuits, it seems very likely that other creditors located in Florida with "true monetary claims" exist, as evidenced by the proof of claims these other creditors filed against the Debtor under Chapter 558. *See* ¶12 supra. The value of those Other Claims is not yet determinable from the proof of claims filed under Chapter 558. However, once their value is determined, this factor will weigh even more heavily towards transferring the Case to Florida.

b. **The proximity of the debtor to the court.**

The Debtor is a Michigan entity whose main office is in Auburn Hills, Michigan. However, the Debtor maintains an office in Tampa, Florida and does a substantial amount of work in Florida. Thus, the Debtor is reasonably close to the Bankruptcy Courts in both Florida and Michigan. As a result, this factor is neutral.

c. **The proximity of witnesses who are necessary to the administration of the estate.**

The witnesses that would be necessary to administer the Debtor's estate are the Debtor's officers and managers, and the representatives of the Debtor's creditors with true monetary claims. As noted above, the Debtor has offices in Michigan and Florida. But since the expressed purpose of this Case is to administer and manage potential liabilities in Florida, it is likely that many of the Debtor's officers and managers who will be necessary witnesses are located in the Debtor's offices in Florida. The Top 20 List shows the Debtor's major creditors are all located in Florida. And all of the lawsuits which comprise the liabilities the Debtor is seeking to manage through this Case are Florida lawsuits, with witnesses and experts presumably located in Florida. All this makes it far more convenient for witnesses to appear in Florida rather than Michigan. This factor weighs in favor of transferring venue to Florida.

d. **The location of the assets.**

The Schedules indicate that the Debtor's assets have an aggregate value of $4,462,630, of which $4,393,479, or about 98%, consist of cash in banks and accounts receivable. Thus, about 98% of the Debtor's assets are intangible assets. *See In re Oakley*, 344 F.3d 709, 711 (7th Cir. 2003) (holding cash is an intangible asset for purposes of bankruptcy exemptions). Since intangible assets are not located anywhere, this factor does not weigh in favor of venue in either Michigan or Florida. Consequently, this factor is neutral.

e. **The economic administration of the estate.**

As stated above, this is the most important factor in the analysis of whether the venue of a bankruptcy case should be changed based on the convenience of the parties. Here, this factor weighs heavily in favor of transferring venue.

The Debtor readily admits in the Fieldstone Restructuring Memo that it has substantial liability from Chapter 558 claims, and that the sole reason it filed bankruptcy is to deal with those claims. *See* **Exhibit 7**. As a result, in order to administer the Debtor's estate, the key issues that will have to be addressed will be determining the legitimacy, priority, and amount of the Debtor's liabilities to various creditors arising from claims pending in Florida and based upon Chapter 558 and 553.

These Chapter 558 liabilities arise solely under Florida Law and are currently being litigated solely in Florida's state courts. These courts are familiar with the legal issues involved with Chapter 558 liabilities, and much of the litigation is already in progress, with substantial resources having already been spent. Cases under Chapter 558 relate to the Florida Building Code set out in Chapter 553 and are inherently complex, involving multiple parties and claims. *See*, e.g., Lakeview Docket, Exhibit 13; Complaints, Exhibits 2,3,4 and 5.

As a result, most of these cases will likely continue being litigated in Florida state courts, rather than in bankruptcy court, and claims against the Debtor will likely have to be liquidated in those courts.[10] As a result, even if this Case stays in Michigan, most of the issues related to liquidating the Chapter 558 claims against the Debtor will probably be resolved in Florida.

Having the bankruptcy portion of this case presided over by a Michigan bankruptcy court, while having most of the substantial claims against the Debtor resolved in Florida, will not be economical. The intertwined cases would be in separate courts located about one thousand miles apart. Continuing with the Debtor's bankruptcy in Michigan would require the parties to travel back in forth to both courts, require them to maintain local counsel in both states, and otherwise run

[10] Mattamy has filed a motion to lift the automatic stay substantially contemporaneously with this Motion, which requests that the stay be lifted to allow claims against the Debtor in the Pending Cases to be resolved in the Florida state courts in which they are pending.

up everyone's legal bills. The fact that almost all of the witnesses and party representatives of creditors are located in Florida would increase the expense and inconvenience even further. All of this will unnecessarily drain assets out of the estate (as well as from the estate's creditors). This factor weighs heavily in favor of transferring venue to Florida.

f. **The necessity for ancillary administration if liquidation should result.**

This factor should be "given little weight because anticipating the failure of a chapter 11 case is not a logical basis in weighing venue." *In re B.L. of Miami, Inc.*, 294 B.R. 325, 333 (Bankr. D. Nev. 2003) (other citations omitted). Courts have found that during a reorganization "consideration of this factor is insignificant and/or inappropriate". *In re Asset Resolution, LLC*, 2009 Bankr. LEXIS 3711 at * 17 (Bankr. S.D.N.Y.*), citing In re Suzanne de Lyon, Inc.*, 125 B.R. 863, 869 (Bankr. S.D.N.Y. 1991) (holding that the necessity of ancillary administration factor is discounted as a basis for venue transfer if liquidation results). There is no reason to believe that the Debtor, which is solvent and shows substantial assets on its Schedules, cannot reorganize. Consequently, this factor is neutral.

38. Counting the "convenience of the parties" factors shows that 4 out of 6 of factors weigh in favor of transferring venue of the Case to Florida from Michigan, while the remaining 2 factors are neutral. On balance, they provide an ample basis for transferring the Case to Florida.

B. <u>In The Alternative, This Court Should Transfer This Case To Satisfy The Interests of Justice</u>

39. The "interest of justice" rationale is the other **<u>independent</u>** basis that courts use to determine whether the venue of a case should be transferred. To determine whether the venue of a case should be transferred based on the interests of justice, courts analyze these six (6) factors:

a. Whether transfer would promote the economic and efficient administration of the bankruptcy estate.
b. Whether the interests of judicial economy would be served by the transfer.
c. Whether the parties would be able to receive a fair trial in each of the possible venues.
d. Whether either forum has an interest in having the controversy decided within its borders.
e. Whether the enforceability of any judgment would be affected by the transfer.
f. Whether the plaintiff's original choice of forum should be disturbed.

See In re Dunmore Homes, Inc., 380 B.R. 663, 672 (Bankr. SDNY 2008), *citing Commonwealth Oil Refining Co., Inc.*, 596 F.2d 1239, 1247 (5th Cir. 1979).

40. An analysis of each of these factors in this Case shows that this Case should be transferred to Florida based on the interests of justice:

a. **<u>Whether transfer would promote the economic and efficient administration of the bankruptcy estate.</u>**

This factor is similar to the factor examining whether a court should transfer a case for the convenience of the parties based on whether such a transfer would benefit the economic administration of the estate. For all of the reasons set forth in

paragraph 38(e) above that a transfer of venue to Florida would benefit the economic administration of the estate, a transfer would also promote the economic and efficient administration of the estate. Simply put, this Case has been filed to administrate debts arising in Florida, being litigated in Florida state courts, under a statute unique to Florida. The most relevant creditors, co-debtors, parties, and witnesses are all in Florida. This factor weights in favor of transferring venue.

b. **Whether the interests of judicial economy would be served by the transfer.**

This case has been pending in this Court for about two months. The Debtor will likely argue that this factor weighs in favor of this Case remaining in this Court as a result. And it is true that this Court has ruled on first day motions and set case deadlines. A bankruptcy judge in Florida would have to spend a little time getting familiar with the docket.

But the docket in this case is anything but enormous. No plan has been filed. Very few claims have been filed, and none have been disputed. Most, if not all, of the issues in this case that have been addressed appear from the docket to have been uncontroversial. The learning curve for a new judge would be relatively short.

But the difficulty of continuing to administer this case from Michigan would be substantial. The real issues in this Case are going to be related to the treatment of the Chapter 558 claims currently pending in Florida's state courts, including (but not limited to) the eighteen lawsuits the Debtor lists on its SOFA. *See* SOFA, pages

112/124 through 115/124. Every single creditor listed on the Top 20 List is located in Florida. Eleven of these creditors are Florida homeowner's associations. *Id*. The rest consist of a Florida condominium association, a Florida construction company, and individuals from Florida. Particularly given the Debtor's stated purpose for filing this case, it is likely that each of the twenty largest unsecured creditors in this case is either a plaintiff in a case brought under Chapter 558 or anticipated to file a case under Chapter 558.

As noted above, it is likely that these cases will be litigated in the Florida state courts, not least because the parties, witnesses, and properties at issue are all in Florida. The result is that this Court is faced with a number of issues which would challenge judicial economy. For example, the estimation of claims for purposes of plan confirmation would be substantially more difficult and time-consuming for a Court unfamiliar with claims under Chapter 558 and unfamiliar with the procedural rules and operations of the state courts in Florida. So would the claims objection and resolution process. So would the evaluation of whether a plan is fair and equitable to the various classes of creditors.[11] Arranging for any necessary testimony from the parties and witnesses located in Florida, and arguments from the lawyers familiar with the Florida state court cases, would all be more difficult.

[11] The fact that the Debtor has listed 324 unsecured creditors for "notice purposes only" with claims of $0.00 potentially makes the plan confirmation process extremely difficult for any Court, let alone a Court evaluating claim amounts and classes almost entirely based on claims pending under a foreign statute.

In short, this case would be more judicially economical to administer in Florida. This factor weighs in favor of transferring venue.

c. **Whether the parties would be able to receive a fair trial in each of the possible venues.**

In the Fieldstone Restructuring Memo, the Debtor explicitly stated that reorganization is its goal. *See* **Exhibit 7**, page 2 ("Fieldstone has chosen to pursue a court-supervised chapter 11 reorganization . . . to address a defined business challenge in a structured way while continuing normal operation across unaffected parts of the company."). This would require the Debtor to confirm a plan of reorganization under 11 U.S.C. 1129. A trial in this case would most likely be a contested confirmation hearing.

The Movant is confident that the parties could receive a fair trial in a contested confirmation hearing in either this Court or in the Middle District of Florida. As a result, this factor is neutral.

d. **Whether either forum has an interest in having the controversy decided within its borders.**

This Case revolves entirely around the legitimacy, value, and priority of claims arising under Chapter 558 of Florida's statutes for construction defects on multifamily projects built in Florida. The large number of Florida businesses, associations, and homeowners listed will all be affected by the outcome of this case, perhaps profoundly, as they are seeking repairs on alleged defects on their homes.

See, e.g., **Exhibit 4** (requesting, among other relief, damages sufficient to fix construction defects). Florida absolutely has a vested interest in how these parties are treated. Florida also has an interest in the efficacy and fairness of how this bankruptcy affects the treatment of parties under Chapter 558. These underlying facts give Florida a heavily vested interest in having this case resolved within its borders. This factor weighs in favor of transferring venue to Florida.

e. **Whether the enforceability of any judgment would be affected by the transfer.**

A Bankruptcy Court judgment would be equally enforceable in either this jurisdiction or the Middle District of Florida. Similarly, if parties obtain state court judgments, they would be equally restrained by the automatic stay regardless of the venue in which this Case is pending. As a result, this factor is neutral.

f. **Whether the plaintiff's original choice of forum should be disturbed.**

While there is generally "a presumption in favor of maintaining the debtor's choice of forum . . . the weight afforded to the debtor's choice of forum is diminished when the choice of forum is not directly related to the operative, underlying facts of the case.) S*ee Official Comm of Asbestos Claimants of G-I Holding, Inc. v Heyman*, 306 B.R. 746, 749 (S.D.N.Y. 2004) (holding the court's decision to transfer a case under §1412 is discretionary and made on a case-by-case basis).

Here, the Debtor's choice of forum could not be more divorced from the operative facts in this Case. The Debtor has specifically stated that this Case is filed solely to address claims arising under Chapter 558 of Florida's statutes for construction defects on multifamily projects pending in Florida. As a result, the Debtor's choice of forum carries no weight. This factor is neutral.

41. In short, an analysis of the factors above shows that transferring this Case to the Middle District of Florida is in the interests of justice. Further, as shown above, the Case should be transferred because it is substantially more convenient for the parties. There are no compelling reasons for this Case to remain in Michigan. The venue of this Case should be transferred to Florida.

VI. NOTICE AND NO PRIOR REQUEST

42. Notice of this Motion has been given to: (i) the Debtor's chapter 11 bankruptcy counsel; (ii) the United States Trustee, (iii) all of the parties listed in the Top 20 List, (vi) all other parties requesting notice through the Court's electronic filing system (ECF), and (v) all parties listed on the matrix. In light of the nature of the relief requested, the Movant submits that no other or further notice is required.[12]

43. No previous request for the relief being sought herein has been made to this or to any other court.

[12] While a motion of this type is not among those listed under Fed.R.Bankr.P. 2002, because of the nature of the relief requested, the Movant is noticing this Motion in the manner set forth in that Rule.

VII. CONCLUSION

44. Venue in this Case should be transferred to Florida. The parties which will be most affected by these proceedings are in Florida. The most important and complex issues in this case center around a Florida statute. Transferring this case is both substantially more convenient for the parties and in the interests of justice. As a result, this Court should enter an order transferring the venue of this Case from U.S. Bankruptcy Court for the Eastern District of Michigan to the U.S. Bankruptcy Court for the Middle District of Florida.

WHEREFORE, the Movant respectfully requests that this Court enter an order, substantially in the form of attached **Exhibit 1**, granting this Motion.

Respectfully submitted,

SCHAFER AND WEINER, PLLC

/s / Joseph K. Grekin .
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Dated: October 15, 2026

EXHIBIT 1

MOTION TO TRANSFER VENUE

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN RE:	Case No. 26-48494
FIELDSTONE A&E, LLC,	Chapter 11
Debtor.	Judge Thomas J. Tucker
_____ /	

ORDER GRANTING
MATTAMY HOMES CORPORATION'S MOTION FOR
THE TRANSFER OF VENUE TO THE UNITED STATES
BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF FLORIDA

The Movant, Mattamy Homes Corporation, having filed its *Motion for the Transfer of Venue to the United States Bankruptcy Court for the Middle District of Florida* (the "Motion");[1] it appearing that service of the Motion was sufficient; that no objections to the Motion have been filed, or if any objections were filed they were resolved prior to or overruled at the hearing on the Motion, and Court being otherwise fully advised in this matter:

NOW THEREFORE, IT IS HEREBY ORDERED that:

1. The Motion is granted in its entirety,

[1] Unless otherwise stated, all capitalized terms in this Order have the meaning ascribed to them in the Motion.

2. This Case shall be transferred from the United States Bankruptcy Court for the Eastern District of Michigan to the United States Bankruptcy Court for the Middle District of Florida,

3. This order shall be served by the Movant upon all parties who were served with the Motion, and

4. The clerk of this Court shall transfer all of the files in this Case to the United States Bankruptcy Court for the Middle District of Florida, and take any further steps necessary to effectuate the transfer of venue.

EXHIBIT 2

MOTION TO TRANSFER VENUE

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

AVEA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, Plaintiff, v. AYALA'S CONSTRUCTION GROUP LLC d/b/a ACG LLC f/k/a AYALA'S PAINTING AND STUCCO LLC, f/k/a AYALA'S PAINTING LLC, a Florida limited liability company; BRAD MCDONALD ROOFING & CONSTRUCTION, INC., a Florida corporation; BUILDERS FIRSTSOURCE-FLORIDA, LLC n/k/a BFS GROUP, LLC., a foreign limited liability company; CLEARVIEW LAND DESIGN, P.L., a Florida limited liability company; FIELDSTONE A&E, LLC, a foreign limited liability company; G.B. PAINTING, INC., a Florida corporation; GB CONSTRUCTION SERVICES INC, a Florida corporation; ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C., a Florida limited liability company; JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company; LEOLA CONSTRUCTION, L.L.C., a Florida limited liability company; SILVER TREND INC., a Florida corporation; SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC., a Florida limited liability company; TS SITE PREP, INC., a Florida corporation; RIPA & ASSOCIATES, L.L.C., a Florida limited liability company; EDMONSON ELECTRIC, LLC F/K/A EDMONSON ELECTRIC, INC., a Florida limited liability company; EX-HCP, INC. f/k/a/ HAROLD CLAYTON PAINTING, INC., a Florida corporation; GUKY ENTERPRISES CORP. a Florida corporation; WEINTRAUB INSPECTIONS & FORENSIC, INC. D/B/A WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida corporation, Defendants. _____/	Case No.: **COMPLAINT AND DEMAND FOR JURY TRIAL**

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COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, AVEA POINTE HOMEOWNERS ASSOCIATION, INC. (the "Association"), by and through undersigned counsel, hereby sues Defendants AYALA'S CONSTRUCTION GROUP LLC d/b/a ACG LLC f/k/a AYALA'S PAINTING AND STUCCO LLC, f/k/a AYALA'S PAINTING LLC ("ACG"); BRAD MCDONALD ROOFING & CONSTRUCTION, INC. ("BMRC"); BUILDERS FIRSTSOURCE-FLORIDA, LLC n/k/a BFS GROUP, LLC. ("BFS"); CLEARVIEW LAND DESIGN, P.L. ("CLD"); FIELDSTONE A&E, LLC ("Fieldstone"); G.B. PAINTING, INC. ("GBP"); GB CONSTRUCTION SERVICES INC ("GBCS"); ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C. ("ITT"); JUNIPER LANDSCAPING OF FLORIDA, LLC ("JLF"); LEOLA CONSTRUCTION, L.L.C. ("Leola"); SILVER TREND INC. ("STI"); SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC. ("Skyetec"); TS SITE PREP, INC. ("TSSP"); RIPA & ASSOCIATES, L.L.C. ("Ripa"); and WEINTRAUB INSPECTIONS & FORENSIC, INC. n/k/a WEINTRAUB ENGINEERING AND INSPECTIONS, INC. ("Weintraub"); EDMONSON ELECTRIC, LLC F/K/A EDMONSON ELECTRIC, INC. ("Edmonson"); EX-HCP, INC. f/k/a/ HAROLD CLAYTON PAINTING, INC. ("HCP"); and GUKY ENTERPRISES CORP. ("Guky") and seeks trial by jury. In support thereof, the Association alleges as follows:

NATURE OF THE CASE

1. This is an action for damages caused by the Defendants, which arise from the negligent and defective design and construction of the townhomes and common areas at the Avea Pointe townhome community located in Hillsborough County, Florida (the "Community" or "Townhomes").

2. The Association alleges claims for the violation of Florida Building Code, , and negligence.

JURISDICTION AND VENUE

3. This is an action for monetary damages in excess of $50,000.00 exclusive of interest, costs, and attorney's fees, and this Court otherwise has jurisdiction over the subject matter hereof.

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

5. The Association has an office for the transaction of its usual and customary business in Hillsborough County, Florida.

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

7. 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 this county.

8. 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

9. The Association is a Florida not-for-profit corporation organized and existing under Chapter 720, *Florida Statutes,* to provide a corporate entity for, among other things, the operation of the Community in Hillsborough County, Florida.

10. The Association brings this action in its own right and as representative of the Community members pursuant to Section 720.303(1), *Florida Statutes,* and Florida Rule of Civil Procedure 1.221. The Association is the lawful, adequate, and appropriate representative of the unit owners comprising the Community and all common areas, improvements, matters of common interest, and appurtenances incident thereto.

11. Upon information and belief, Weintraub is a Florida corporation authorized to conduct business in Florida.

12. Upon information and belief, pursuant to a subcontract with the developer and general contractor for this project, Mattamy Tampa/Sarasota LLC ("Mattamy"), Weintraub performed quality control, quality assurance, and plan review services for the construction of the Community.

13. Upon information and belief, at all times material, CLD is and was a Florida limited liability company and Florida licensed professional engineer authorized to conduct business in Florida.

14. Upon information and belief, CLD provided professional engineering and design services for the design and construction of the Community, including but not limited to the design, preparation, and approval of plans and specifications for the stormwater runoff and drainage systems.

15. Upon information and belief, JLF is a Florida corporation authorized to conduct business in Florida.

16. Upon information and belief, pursuant to a subcontract with Mattamy, JLF provided the materials and/or labor for the installation of the irrigation, landscaping, and related components at the Community.

17. Upon information and belief, BMRC is a Florida corporation authorized to conduct business in Florida.

18. Upon information and belief, pursuant to a subcontract with Mattamy, BMRC provided the materials and/or labor for the installation of the roofs and related components at the Community.

19. Upon information and belief, ACG is a Florida limited liability company authorized to conduct business in Florida.

20. Upon information and belief, pursuant to a subcontract with Mattamy, ACG provided the materials and/or labor for the installation of the paint, house wrap, siding, stucco and related components at the Community.

21. Upon information and belief, BFS is a foreign limited liability company authorized to conduct business in Florida.

22. Upon information and belief, pursuant to a subcontract with Mattamy, BFS provided the materials and/or labor for the installation of the windows, sliding glass doors, and related components at the Community.

23. Upon information and belief, Fieldstone is a foreign limited liability company authorized to conduct business in Florida.

24. Upon information and belief, Fieldstone provided professional architectural, engineering and design services for the design and construction of the Community, including but not limited to the design, preparation, and approval of plans and specifications for the Townhomes.

25. Upon information and belief, ITT is a Florida limited liability company authorized to conduct business in Florida.

26. Upon information and belief, pursuant to a subcontract with Mattamy, ITT provided materials and/or labor for the installation of the pavers and related components at the Community.

27. Upon information and belief, Skyetec is a Florida limited liability company authorized to conduct business in Florida.

28. Upon information and belief, pursuant to a subcontract with Mattamy, Skyetec

performed quality control, quality assurance, and inspection services for the construction of the Community.

29. Upon information and belief, Leola is a Florida limited liability company authorized to conduct business in Florida.

30. Upon information and belief, pursuant to a subcontract with Mattamy, Leola provided the materials and/or labor for the installation of the concrete flatwork, masonry, framing, and related components at the Community.

31. Upon information and belief, GBP is a Florida corporation authorized to conduct business in Florida.

32. Upon information and belief, pursuant to a subcontract with Mattamy, GBP provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

33. Upon information and belief, GBCS is a Florida corporation authorized to conduct business in Florida.

34. Upon information and belief, pursuant to a subcontract with Mattamy, GBCS provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

35. Upon information and belief, TSSP is a Florida corporation authorized to conduct business in Florida.

36. Upon information and belief, pursuant to a subcontract with Mattamy, TSSP provided the materials and/or labor for the grading and related components at the Community.

37. Upon information and belief, STI is a Florida corporation authorized to conduct business in Florida.

38. Upon information and belief, pursuant to a subcontract with Mattamy, STI provided the materials and/or labor for the installation of the gutters, downspouts, soffits, fascia, screen enclosures, and related components at the Community.

39. Upon information and belief, Ripa is a Florida limited liability company authorized to conduct business in Florida.

40. Upon information and belief, pursuant to a subcontract with Mattamy, Ripa provided the materials and/or labor for the installation of the earthwork, utilities, roadways, and related components at the Community.

41. Upon information and belief, HCP is a Florida corporation authorized to conduct business in Florida.

42. Upon information and belief, pursuant to a subcontract with Mattamy, HCP provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

43. Upon information and belief, Edmonson is a Florida limited liability company authorized to conduct business in Florida.

44. Upon information and belief, pursuant to a subcontract with Mattamy, Edmonson provided the materials and/or labor for the installation of the electrical, sealants, and related components at the Community.

45. Upon information and belief, Guky is a Florida limited liability company authorized to conduct business in Florida.

46. Upon information and belief, pursuant to a subcontract with Mattamy, Guky provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

47. As a result of the Defendant's conduct, the Association has been forced to retain the services of the undersigned counsel to represent its interests in this action and is obligated to pay a reasonable fee for their services.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

48. The Association is responsible for the maintenance and repair of the common areas of the Community, including, but not limited to, the roofs, exterior walls and doors, paint, landscaping, windows, drainage systems, and irrigation systems.

49. The Association has the duty to maintain the Community and make all appropriate expenditures, where possible, for the upkeep and management of the Community.

50. The causes of action alleged herein concern matters of common interest to the Association's members, including matters affecting the Townhomes and common areas.

51. Defendants undertook to develop and construct the Community for sale to, and use of, the general public, including the Association, its members, and their predecessors in interest.

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

53. As a direct result of the Defendants' failures, the Association and its members have suffered and continue to suffer damages proximately caused by defects and deficiencies in the construction of the Community. Such defects and deficiencies include, without limitation, the following:

i. Improper installation of stucco;
ii. Improper installation of siding;
iii. Improper installation of paint/sealants;
iv. Improper installation of flashing;

v. Improper installation of house wrap;
vi. Improper transition from wood frame to CMU;
vii. Improper installation of stucco accessories;
viii. Improper installation of expansion joints;
ix. Lack of proper separation between siding/stucco and windows;
x. Improper installation of weather resistant barrier;
xi. Improper installation of wood framing;
xii. Improper installation of concrete masonry;
xiii. Improper installation of windows and doors;
xiv. Improper waterproofing of windows and doors;
xv. Improper flashing of windows and doors;
xvi. Improper sealing of windows;
xvii. Improper design of roofs;
xviii. Improper installation of roofs;
xix. Improper installation of roof vents;
xx. Improper installation of roof diverters;
xxi. Improper installation of concrete flatwork;
xxii. Improper installation of landscaping;
xxiii. Improper installation of irrigation system;
xxiv. Improper grading;
xxv. Improper site drainage design;
xxvi. Improper stormwater management.

54. Upon information and belief, the following non-exhaustive list of defects and deficiencies identified in paragraph 53 are attributable to work performed by the respective Defendants as indicated below, without limitation, including the following:

A. ACG:

i. Improper installation of stucco;
ii. Improper installation of paint/sealants
iii. Lack of proper separation between siding/stucco and windows;
iv. Improper installation of stucco accessories;
v. Improper installation of flashing;
vi. Improper flashing of windows;
vii. Improper installation of weather resistant barrier;
viii. Improper installation of siding;
ix. Improper installation of expansion joints; and
x. Improper transition from wood frame to CMU.

B. BFS:

i. Improper installation of windows and doors;
ii. Improper sealing of windows and doors; and

iii. Improper waterproofing of windows and doors.

C. Leola:

i. Improper installation of concrete flatwork;
ii. Improper installation of wood framing; and
iii. Improper installation of concrete masonry.

D. HCP, Guky, ACG, GBCS and GBP:
i. Improper installation of paint/sealants; and
ii. Improper installation of waterproofing of windows and doors.

E. BMRC:
i. Improper installation of roofs;
ii. Improper installation of roof diverters; and
iii. Improper installation of roof vents.

F. CLD:
i. Improper site drainage design.

G. STI:
i. Improper installation of gutters and downspouts.

H. Ripa, TSSP, and JLF:
i. Improper grading;
ii. Improper installation of irrigation system;
iii. Improper installation of landscaping; and
iv. Improper stormwater management.

I. ITT:
i. Improper installation of pavers.

J. Edmonson:

i. Improper installation of sealants.

55. The defects and deficiencies identified in paragraphs 53 and 54 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 Townhomes were constructed, as well as, at the time the Townhomes were inspected and sold to the public for

residential use.

56. The aggregate effect of the defects alleged in paragraphs 53 and 54 have caused, and will continue to cause, damage, including community-wide water intrusion resulting in damage to other property and works of other trades, such as roofs, building envelopes, structural framing, finishes, and further risk of future damage throughout the Townhomes.

57. As a result of the defects identified in paragraphs 53 and 54, the Association and its members have been damaged and injured. The Association's damages include, but are not limited to, the following:

a. All costs to investigate and develop a scope of repair to the Townhomes and common areas;
b. All costs to repair the defects and the resulting damage to the Townhomes and common areas;
c. All costs to repair defects that may cause future resulting damage and common areas;
d. Loss of use, storage, and temporary housing costs caused by the defects and required during repairs;
e. Diminution in value of the Townhomes and common areas;
f. Costs of temporary repairs to the Townhomes and common areas;
g. Incidental and consequential damages caused by the defects;
h. All costs incurred to prosecute this lawsuit; and
i. Prejudgment interest.

58. The defects and deficiencies identified in paragraphs 53 and 54 were not readily discoverable by the Association or its members through reasonable inspection at the time of purchase, and the Association and its members became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

59. The Association complied with all requirements under Ch. 558, *Florida Statutes*. The 558 Notice was served to the Defendants on behalf of the Association, in accordance with the scope of its duties pursuant to Chapter 720, *Florida Statutes.*

COUNT 1 – VIOLATION OF FLORIDA BUILDING CODE
(against CLD)

60. The Association re-alleges paragraphs 1–59.

61. CLD provided professional engineering and design services for the Community and, as such, inspected and approved the Community and its related improvements.

62. Throughout the design, inspection, and approval of the Community, CLD was under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Community complied with all applicable building codes, and that the design drawings were detailed to a sufficiently high standard and clearly and accurately indicated or illustrating all essential parts of the work.

63. CLD breached its duties by failing to design the Community with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Community to be built with essential elements not in compliance with the Florida Building code and with the defects attributed to it in paragraph 54.

64. The Association and its members have been and continue to be damaged as a direct and proximate result of CLD's commission of material violations of the building codes.

65. Pursuant to § 553.84, *Florida Statutes*, the Association and its members have a cause of action against CLD, and any potential sub-subcontractors used by it, as the party who committed the violation(s) damaging them.

66. As a direct and proximate result of CLD's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

67. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against CLD for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 2 – PROFESSIONAL NEGLIGENCE
(against CLD)

68. The Association re-alleges paragraphs 1–59. At all times material hereto, CLD, through its agents, servants, and employees, designed, inspected, and approved the Community and was responsible for its scope of work as identified above.

69. CLD represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, inspection and approval of the Community.

70. CLD was under a duty to ensure that the Community was constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

71. CLD breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in

Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those attributed to it in paragraph 54.

72. As a direct and proximate result of CLD's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

73. To the extent CLD utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as CLD, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 57 and 58, for which CLD is vicariously liable.

74. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

75. **WHEREFORE**, the Association demands judgment against CLD for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper

COUNT 3 – VIOLATION OF FLORIDA BUILDING CODE
(against Fieldstone)

76. The Association re-alleges paragraphs 1–59.

77. Fieldstone provided professional architectural and engineering and design services for the Townhomes and, as such, designed, inspected and approved the Townhomes and related improvements.

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

79. Fieldstone breached its duties by failing to design the Townhomes with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Townhomes to be built with essential elements not in compliance with the Florida Building code.

80. Fieldstone's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies in paragraph 53.

81. The Association and its members have been and continue to be damaged as a direct and proximate result of Fieldstone's commission of material violations of the building codes.

82. Pursuant to § 553.84, *Florida Statutes*, the Association and its members have a cause of action against Fieldstone, and any potential sub-subcontractors used by it, as the party who committed the violation(s) damaging them.

83. As a direct and proximate result of Fieldstone's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

84. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Fieldstone for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 4 – PROFESSIONAL NEGLIGENCE
(against Fieldstone)

85. The Association re-alleges paragraphs 1–59.

86. At all times material hereto, Fieldstone, through its agents, servants, and employees, designed, inspected and approved the Townhomes.

87. Fieldstone represented itself as being a qualified, skillful, and competent architecture and engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, inspection and approval of the Townhomes.

88. Fieldstone was under a duty to ensure that the Townhomes were designed and constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

89. Fieldstone breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to

exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 53.

90. As a direct and proximate result of the negligence of Fieldstone, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

91. To the extent Fieldstone utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Fieldstone, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 57 and 58, for which Fieldstone is vicariously liable.

92. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Fieldstone for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 5 – PROFESSIONAL NEGLIGENCE
(against Weintraub)

93. The Association re-alleges paragraphs 1–59.

94. At all times material hereto, Weintraub, through its agents, servants, and employees, inspected and approved the plans for the Townhomes.

95. Weintraub represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, construction, inspection and approval of the Townhomes.

96. Weintraub was under a duty to ensure that the Townhomes were designed and constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

97. Weintraub breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 53.

98. As a direct and proximate result of the negligence of Weintraub, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

99. To the extent Weintraub utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Weintraub, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 57 and 58, for which Weintraub is vicariously liable.

100. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Weintraub for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 6 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against BFS*)

101. The Association re-alleges paragraphs 1–59.

102. As a subcontractor for the construction of the Townhomes and common areas, BFS is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

103. BFS was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

104. BFS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

105. As a direct and proximate result of BFS's breach of its duties, the Association has

been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

106. BFS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

107. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

108. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BFS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 7 – VIOLATION OF FLORIDA BUILDING CODE
(*against BFS*)

109. The Association re-alleges paragraphs 1–59.

110. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

111. BFS served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

112. BFS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 54.

113. As such, BFS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BFS in paragraph 54.

114. BFS knew or should have known the material building code violations existed at the Townhomes and common areas.

115. As a direct and proximate result of BFS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

116. BFS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

117. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 5454 and, in turn, the damages alleged in paragraphs 57 and 58.

118. The Association's damages, in an amount to be determined at trial, exceed

$50,000.00.

WHEREFORE, the Association demands judgment against BFS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 8 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Ripa*)

119. The Association re-alleges paragraphs 1–59.

120. As a subcontractor for the construction of the Townhomes and common areas, Ripa is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the common areas.

121. Ripa was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

122. Ripa breached its duty by improperly performing its scope of work, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 54. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 57 and 58.

123. As a direct and proximate result of Ripa's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

124. Ripa is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

125. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58..

126. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Ripa for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 9 – VIOLATION OF FLORIDA BUILDING CODE
(*against Ripa*)

127. The Association re-alleges paragraphs 1–59.

128. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

129. Ripa served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed common areas.

130. Ripa actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 54.

131. As such, Ripa committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Ripa in paragraph 54.

132. Ripa knew or should have known the material building code violations existed at the Community and common areas.

133. As a direct and proximate result of Ripa's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

134. Ripa is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

135. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

136. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Ripa for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from

the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 10 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against GBP*)

137. The Association re-alleges paragraphs 1–59.

138. As a subcontractor for the construction of the Townhomes and common areas, GBP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

139. GBP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

140. GBP breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

141. As a direct and proximate result of GBP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

142. GBP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

143. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

144. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 11 – VIOLATION OF FLORIDA BUILDING CODE
(*against GBP*)

145. The Association re-alleges paragraphs 1–59.

146. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

147. GBP served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

148. GBP actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and

negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 54.

149. As such, GBP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBP in paragraph 54.

150. GBP knew or should have known the material building code violations existed at the Townhomes and common areas.

151. As a direct and proximate result of GBP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

152. GBP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

153. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

154. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair

costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 12 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against STI*)

155. The Association re-alleges paragraphs 1–59.

156. As a subcontractor for the construction of the Townhomes and common areas, STI is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

157. STI was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

158. STI breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STI in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

159. As a direct and proximate result of STI's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

160. STI is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

161. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing,

supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

162. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against STI for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 13 – VIOLATION OF FLORIDA BUILDING CODE
(*against STI*)

163. The Association re-alleges paragraphs 1–59.

164. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

165. STI served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

166. STI actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing

defective conditions, including, but not limited to, those attributed to STI in paragraph 54.

167. As such, STI committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to STI in paragraph 54.

168. STI knew or should have known the material building code violations existed at the Townhomes and common areas.

169. As a direct and proximate result of STI's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

170. STI is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

171. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

172. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against STI for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 14 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against ITT*)

173. The Association re-alleges paragraphs 1–59.

174. As a subcontractor for the construction of the Townhomes and common areas, ITT is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

175. ITT was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

176. ITT breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

177. As a direct and proximate result of ITT's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

178. ITT is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

179. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 54 and, in turn, the

damages alleged in paragraphs 57 and 58.

180. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ITT for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 15 – VIOLATION OF FLORIDA BUILDING CODE
(*against ITT*)

181. The Association re-alleges paragraphs 1–59.

182. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

183. ITT served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

184. ITT actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 54.

185. As such, ITT committed material violations of the Florida Building Code by

causing the defects and deficiencies attributed to ITT in paragraph 54.

186. ITT knew or should have known the material building code violations existed at the Townhomes and common areas.

187. As a direct and proximate result of ITT's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

188. ITT is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

189. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

190. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ITT for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 16 – NEGLIGENCE AND VICARIOUS LIABILITY (*against GBCS*)

191. The Association re-alleges paragraphs 1–59.

192. As a subcontractor for the construction of the Townhomes and common areas, GBCS is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

193. GBCS was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

194. GBCS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

195. As a direct and proximate result of GBCS's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

196. GBCS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

197. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

198. The Association's damages, in an amount to be determined at trial, exceed

$50,000.00.

WHEREFORE, the Association demands judgment against GBCS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 17 – VIOLATION OF FLORIDA BUILDING CODE
(*against GBCS*)

199. The Association re-alleges paragraphs 1–59.

200. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

201. GBCS served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

202. GBCS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 54.

203. As such, GBCS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBCS in paragraph 54.

204. GBCS knew or should have known the material building code violations existed at

the Townhomes and common areas.

205. As a direct and proximate result of GBCS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

206. GBCS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

207. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

208. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBCS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 18 – NEGLIGENCE AND VICARIOUS LIABILITY (*against TSSP*)

209. The Association re-alleges paragraphs 1–59.

210. As a subcontractor for the construction of the Community and common areas, TSSP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the

construction of the Community and common areas.

211. TSSP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

212. TSSP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 54. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 57 and 58.

213. As a direct and proximate result of TSSP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

214. TSSP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

215. TSSP's subcontractors also owed the Association and its members the same duty as TSSP and, like TSSP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

216. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against TSSP for damages including,

but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 19 – VIOLATION OF FLORIDA BUILDING CODE
(*against TSSP*)

217. The Association re-alleges paragraphs 1–59.

218. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

219. TSSP served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Community and common areas.

220. TSSP actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 54.

221. As such, TSSP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to TSSP in paragraph 54.

222. TSSP knew or should have known the material building code violations existed at the Community and common areas.

223. As a direct and proximate result of TSSP's commission of material violations of

the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

224. TSSP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

225. TSSP's subcontractors also owed the Association and its members the same duty as TSSP and, like TSSP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

226. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against TSSP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 20 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against JLP*)

227. The Association re-alleges paragraphs 1–59.

228. As a subcontractor for the construction of the Community and common areas, JLP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Community and common areas.

229. JLP was responsible for ensuring its scope was performed in compliance with the

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

230. JLP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to JLP in paragraph 54. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 57 and 58.

231. As a direct and proximate result of JLP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

232. JLP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

233. JLP's subcontractors also owed the Association and its members the same duty as JLP and, like JLP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

234. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against JLP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the

incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 21 – VIOLATION OF FLORIDA BUILDING CODE
(*against JLP*)

235. The Association re-alleges paragraphs 1–59.

236. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

237. JLP served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Community and common areas.

238. JLP actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to JLP in paragraph 54.

239. As such, JLP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to JLP in paragraph 54.

240. JLP knew or should have known the material building code violations existed at the Community and common areas.

241. As a direct and proximate result of JLP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

242. JLP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

243. JLP's subcontractors also owed the Association and its members the same duty as JLP and, like JLP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

244. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against JLP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 22 – VIOLATION OF FLORIDA BUILDING CODE
(against Skyetec)

245. The Association re-alleges paragraphs 1–59.

246. Pursuant to § 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a material violation of the Florida Building Code.

247. Pursuant to the Florida Building Code and § 553.84, *Florida Statutes*, Skyetec owed a statutory duty to the Association and its members to construct all the common areas and units of the Townhomes in compliance with the Florida Building Code.

248. The operative construction set of approved plans for the Townhomes were 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 Townhomes.

249. Skyetec materially violated the Florida Building Code by improperly performing its scope of work for the Townhomes, failing to properly inspect the work of other trades, and approving for occupancy of common areas and the units of the Townhomes not in compliance with the Florida Building Code.

250. By materially violating the Florida Building Code, Skyetec caused the defects and deficiencies, including, but not limited to, those in paragraph 53.

251. Skyetec knew or should have known that the material violations alleged and described above existed.

252. As a direct and proximate result of the material violations of the Florida Building Code by Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 57 and 58.

253. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 57 and 58, for which Skyetec is vicariously liable.

254. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Skyetec for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 23 – PROFESSIONAL NEGLIGENCE
(against Skyetec)

255. The Association re-alleges paragraphs 1–59.

256. At all times material hereto, Skyetec, through its agents, servants, and employees, inspected and approved the Townhomes and was responsible for its scope of work as identified above.

257. Skyetec represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the inspection and approval of the Townhomes.

258. Skyetec was under a duty to ensure that the Townhomes were constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

259. Skyetec breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers

practicing in Pasco County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 53.

260. As a direct and proximate result of the negligence of Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 57 and 58.

261. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 57 and 58, for which Skyetec is vicariously liable.

262. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Skyetec for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 24 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Edmonson*)

263. The Association re-alleges paragraphs 1–59.

264. As a subcontractor for the construction of the Townhomes and common areas, Edmonson is responsible for all aspects of its scope of work, including the exercise of reasonable

care in the construction of the Townhomes and common areas.

265. Edmonson was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

266. Edmonson breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Edmonson in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

267. As a direct and proximate result of Edmonson's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

268. Edmonson is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

269. Edmonson's subcontractors also owed the Association and its members the same duty as Edmonson and, like Edmonson, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Edmonson in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

270. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Edmonson for damages

including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 25 – VIOLATION OF FLORIDA BUILDING CODE
(*against Edmonson*)

271. The Association re-alleges paragraphs 1–59.

272. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

273. Edmonson served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

274. Edmonson actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Edmonson in paragraph 54.

275. As such, Edmonson committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Edmonson in paragraph 54.

276. Edmonson knew or should have known the material building code violations existed at the Townhomes and common areas.

277. As a direct and proximate result of Edmonson's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

278. Edmonson is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

279. Edmonson's subcontractors also owed the Association and its members the same duty as Edmonson and, like Edmonson, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Edmonson in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

280. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Edmonson for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 26 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against HCP*)

281. The Association re-alleges paragraphs 1–59.

282. As a subcontractor for the construction of the Townhomes and common areas, HCP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the

construction of the Townhomes and common areas.

283. HCP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

284. HCP breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to HCP in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

285. As a direct and proximate result of HCP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

286. HCP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

287. HCP's subcontractors also owed the Association and its members the same duty as HCP and, like HCP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to HCP in paragraph 5454 and, in turn, the damages alleged in paragraphs 57 and 58.

288. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against HCP for damages including,

but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 27 – VIOLATION OF FLORIDA BUILDING CODE
(*against HCP*)

289. The Association re-alleges paragraphs 1–59.

290. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

291. HCP served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

292. HCP actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to HCP in paragraph 54.

293. As such, HCP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to HCP in paragraph 54.

294. HCP knew or should have known the material building code violations existed at the Townhomes and common areas.

295. As a direct and proximate result of HCP's commission of material violations of the

Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

296. HCP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

297. HCP's subcontractors also owed the Association and its members the same duty as HCP and, like HCP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to HCP in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

298. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against HCP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 28 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Guky*)

299. The Association re-alleges paragraphs 1–59.

300. As a subcontractor for the construction of the Townhomes and common areas, Guky is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

301. Guky was responsible for ensuring its scope was performed in compliance with the

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

302. Guky breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Guky in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

303. As a direct and proximate result of Guky's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

304. Guky is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

305. Guky's subcontractors also owed the Association and its members the same duty as Guky and, like Guky, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Guky in paragraph 5454 and, in turn, the damages alleged in paragraphs 57 and 58.

306. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Guky for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the

incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 29 – VIOLATION OF FLORIDA BUILDING CODE
(*against Guky*)

307. The Association re-alleges paragraphs 1–59.

308. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

309. Guky served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

310. Guky actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Guky in paragraph 54.

311. As such, Guky committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Guky in paragraph 54.

312. Guky knew or should have known the material building code violations existed at the Townhomes and common areas.

313. As a direct and proximate result of Guky's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

314. Guky is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

315. Guky's subcontractors also owed the Association and its members the same duty as Guky and, like Guky, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Guky in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

316. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Guky for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 30 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Leola*)

317. The Association re-alleges paragraphs 1–59.

318. As a subcontractor for the construction of the Townhomes and common areas, Leola is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

319. Leola was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

320. Leola breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

321. As a direct and proximate result of Leola's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

322. Leola is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

323. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

324. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Leola for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value,

costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 31 – VIOLATION OF FLORIDA BUILDING CODE
(*against Leola*)

325. The Association re-alleges paragraphs 1–59.

326. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

327. Leola served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

328. Leola actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 54.

329. As such, Leola committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Leola in paragraph 54.

330. Leola knew or should have known the material building code violations existed at the Townhomes and common areas.

331. As a direct and proximate result of Leola's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

332. Leola is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

333. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

334. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Leola for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 32 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against BMRC*)

335. The Association re-alleges paragraphs 1–59.

336. As a subcontractor for the construction of the Townhomes and common areas, BMRC is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

337. BMRC was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

338. BMRC breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing

defective conditions, including, but not limited to, those attributed to BMRC in paragraph 54. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

339. As a direct and proximate result of BMRC's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

340. BMRC is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

341. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

342. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BMRC for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 33 – VIOLATION OF FLORIDA BUILDING CODE
(*against BMRC*)

343. The Association re-alleges paragraphs 1–59.

344. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

345. BMRC served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

346. BMRC actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BMRC in paragraph 54.

347. As such, BMRC committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BMRC in paragraph 54.

348. BMRC knew or should have known the material building code violations existed at the Townhomes and common areas.

349. As a direct and proximate result of BMRC's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

350. BMRC is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

351. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing,

supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

352. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BMRC for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 34 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against ACG*)

353. The Association re-alleges paragraphs 1–59.

354. As a subcontractor for the construction of the Townhomes and common areas, ACG is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

355. ACG was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

356. ACG breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 54. Such

conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 57 and 58.

357. As a direct and proximate result of ACG's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 57 and 58.

358. ACG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

359. ACG's subcontractors also owed the Association and its members the same duty as ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

360. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ACG for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 35 – VIOLATION OF FLORIDA BUILDING CODE
(*against ACG*)

361. The Association re-alleges paragraphs 1–59.

362. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

363. ACG served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

364. ACG actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 54.

365. As such, ACG committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to ACG in paragraph 39.

366. ACG knew or should have known the material building code violations existed at the Townhomes and common areas.

367. As a direct and proximate result of ACG's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 57 and 58.

368. ACG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

369. ACG's subcontractors also owed the Association and its members the same duty as ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing,

supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 54 and, in turn, the damages alleged in paragraphs 57 and 58.

370. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ACG for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

Dated: December 22, 2025

BALL JANIK LLP

By */s/ Victoria E. Anderson*
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EXHIBIT 3

MOTION TO TRANSFER VENUE

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

BOYETTE PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation,

Plaintiff,

v.

MATTAMY TAMPA/SARASOTA LLC, a Foreign Limited Liability Company; MATTAMY HOMES CORPORATION, a Foreign Profit Corporation; MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, a Foreign Limited Liability Company; FIELDSTONE A&E, LLC, Foreign Limited Liability Company; ROBERT W. GIBBONS, individually; BRIAN C. FRESONKE, individually; KENT A. GOFF, individually; AQUILA INSPECTION SERVICES, LLC, a Florida Limited Liability Company; JERRY M. WEINTRAUB, individually; WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida Profit Corporation; BRAD MCDONALD ROOFING & CONSTRUCTION, INC., a Florida Profit Corporation; AYALA'S CONSTRUCTION GROUP, LLC, a Florida Limited Liability Company; BUILDERS FIRSTSOURCE – FLORIDA, LLC, a Foreign Limited Liability Company; ROLANDS PAINTING SERVICES, INC., a Florida Profit Corporation; LEOLA CONSTRUCTION, L.L.C., a Florida Limited Liability Company; RIPA & ASSOCIATES, L.L.C., a Florida Limited Liability Company; CUTTING EDGE GRADING, LLC, a Florida Limited Liability Company; GREENBRIAR LANDSCAPE, INC. a Florida Corporation; WINDWARD BUILDING GROUP, INC. a Florida Corporation; and ASSOCIATED CONSTRUCTION PRODUCTS, INC. a Florida Corporation;

Defendants.
_____/

Case No.: 2025-CA-004145
BUSINESS COURT

PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, BOYETTE PARK HOMEOWNERS ASSOCIATION, INC. (the "ASSOCIATION"), by and through undersigned counsel, hereby sues Defendants, MATTAMY TAMPA/SARASOTA LLC; MATTAMY HOMES CORPORATION; MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES; ROBERT W. GIBBONS, FIELDSTONE A&E, LLC; BRIAN C. FRESONKE; KENT A. GOFF; AQUILA INSPECTION SERVICES LLC; WEINTRAUB ENGINEERING AND INSPECTIONS, INC.; JERRY WEINTRAUB; BRAD MCDONALD ROOFING & CONSTRUCTION, INC.; AYALA'S CONSTRUCTION GROUP, LLC; BUILDERS FIRSTSOURCE – FLORIDA, LLC; ROLANDS PAINTING SERVICES, INC.; LEOLA CONSTRUCTION, L.L.C.; RIPA & ASSOCIATES, L.L.C.; CUTTING EDGE GRADING, LLC; GREENBRIAR LANDSCAPE, INC.; WINDWARD BUILDING GROUP, INC.; and ASSOCIATED CONSTRUCTION PRODUCTS, INC.; and alleges as follows:

NATURE OF THE CASE

1. This is an action for damages arising from the defective construction of the individual units and common areas of Boyette Park Townhomes (the "Townhomes" or "Subject Property") caused by the defendants who were responsible for the development, design, and construction of the Townhomes.

2. The Subject Property consists of 228 residential units, and associated roadways, sidewalks, and common areas.

3. The ASSOCIATION maintains and operates the Townhomes for its members.

JURISDICTION AND VENUE

4. This is an action for monetary damages in excess of $50,000.00, exclusive of interest, costs, and attorneys' fees, and this Court otherwise has jurisdiction over the subject matter hereof.

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5. The Subject Property is located in Hillsborough County, Florida.

6. The ASSOCIATION has an office for the transaction of its usual and customary business in Hillsborough County, Florida.

7. At all times material, Defendants resided or conducted business in Hillsborough County, Florida, including for the construction of the Subject Property.

8. The acts and/or omissions giving rise to this complaint took place in Hillsborough County, and each cause of action occurred in Hillsborough County, Florida. Therefore, jurisdiction and venue are proper in this County. Further, this action is properly filed in Hillsborough County, Florida under Ch. 47, Fla. Stat., because the cause of action sued upon herein accrued in Hillsborough County, Florida.

9. All conditions precedent to bringing this action have occurred or have been waived, including, but not limited to, the requirements of Ch. 558, Fla. Stat., and Ch. 720, Fla. Stat.

PARTIES

10. The ASSOCIATION is organized and exists under Ch. 720 of the Florida Statutes to provide a corporate entity pursuant to §720.302, Fla. Stat., for the operation of the Boyette Park Townhomes.

11. The ASSOCIATION brings this action in its own right and as a lawful representative for its members who own the Townhomes that Defendants designed and built, and which suffer from defects and damages affecting the exterior walls, window penetrations, roofing systems, drywall, siding, paint, sheathing, framing, lath, and other common elements affecting the ASSOCIATION and its members as a matter of common interest.

12. Pursuant to §720.303(1), Fla. Stat., and Fla. R. Civ. P. 1.221, the ASSOCIATION is the lawful, adequate, and appropriate class representative of the townhome owners and all common areas, improvements, and appurtenances incident thereto.

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13. MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, is a Florida Limited Liability Company with its principal place of business located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

14. MATTAMY HOMES CORPORATION, is a Foreign Profit Corporation with its principal address located in 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

15. MATTAMY TAMPA/SARASOTA, LLC, is a Foreign Limited Liability Company with its principal address located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

16. MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES; MATTAMY HOMES CORPORATION; and MATTAMY TAMPA/SARASOTA, LLC, herein will be collectively referred to as "MATTAMY."

17. MATTAMY was the builder and licensed "general contractor" for the design, development, and construction of the Subject Property, as that term is defined in §489.105(3)(a), Fla. Stat.

18. As the general contractor for the Subject Property, MATTAMY was responsible for the development, design and construction of the Subject Property, including, but not limited to, retaining, hiring, supervising, directing and coordinating the SUBCONTRACTORS and PROFESSIONAL CONSULTANTS.

19. As the general contractor for the Subject Property, MATTAMY owed statutory duties to the ASSOCIATION, and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices so as to prevent harm and damage to the ASSOCIATION and its members.

20. MATTAMY also had non-delegable duties as general contractor to ensure construction complied with the 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 1974).

21. Throughout the time the Subject Property was under construction Fla. Stat. § 553.79 stated that: "The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued." *See* Fla. Stat. § 553.79(8) (2006-2020); see also Fla. Stat. § 553.79(10)(2021-2024).

22. Accordingly, MATTAMY owed a statutory duty to supervise, direct, manage, and control the construction activities on the Subject Property.

23. MATTAMY also a common-law duty to construct the Subject Property in accordance with standard industry practices so as to prevent harm and damage to the ASSOCIATION.

24. ROBERT W. GIBBONS ("GIBBONS") is a licensed Certified General Contractor in the state of Florida.

25. GIBBONS is the license holder and general contractor for MATTAMY that pulled each of the building permits to construct the Subject Property using his license.

26. GIBBONS was responsible for the development and construction of buildings at the Subject Property, including, but not limited to, retaining, hiring, supervising, directing, and coordinating the subcontractors.

27. Throughout the time the Subject Property was under construction, Fla. Stat. §553.79 stated that: "The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued." *See* Fla. Stat. §553.79(8) (2006-2020); see also Fla. Stat. §553.79(10)(2021-2024).

28. Accordingly, GIBBONS owed a statutory duty to supervise, direct, manage, and control the construction activities on the Subject Property, under §553.79, Fla. Stat.

29. GIBBONS is a licensed certified general contractor in the State of Florida and served as the primary qualifying agent on behalf of MATTAMY. As the licensed general contractor in the State of Florida, pursuant to the applicable codes, property permits, and §553.79, Florida Statutes, GIBBONS was responsible for the entire scope of work on the Subject Property, supervising all work performed on the Subject Property, hiring and managing the various subcontractors performing work on the Subject Property, and ensuring that the Subject Property was built in accordance with all appliable building codes and standards. GIBBONS also owed a common-law duty to the ASSOCIATION and its members to use reasonable care; to perform his scope of work with due care so as not to cause harm, and to follow all applicable codes, industry standards, and the Subject Property's permitted plans and specifications.

30. BRIAN C. FRESONKE ("FRESONKE") served as engineer of the Subject Property, provided professional engineering and design services for the Subject Property, and was responsible for designing, inspecting, and approving the Townhomes' design and construction.

31. Throughout the design, construction, inspection, and approval of the Subject Property, FRESONKE was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes, plans and specifications, and applicable design and construction standards.

32. FRESONKE owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, applicable design and construction standards.

33. KENT A. GOFF ("GOFF") served as architect of the Subject Property, provided

professional architecture and design services for the Subject Property, and was responsible for designing, inspecting, and approving the Townhomes' design and construction.

34. Throughout the design, construction, inspection, and approval of the Subject Property, GOFF was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes, plans and specifications, and applicable design and construction standards.

35. GOFF owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, applicable design and construction standards.

36. Upon information and belief, FIELDSTONE A&E, LLC ("FIELDSTONE"), Foreign Limited Liability Company, who at all times material hereto, was conducting business in Hillsborough County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property.

37. FIELDSTONE served as architect of the Subject Property, provided professional engineering and architectural services for the Subject Property, and was responsible for designing, inspecting, and approving the Townhomes' design and construction.

38. Throughout the design, construction, inspection, and approval of the Subject Property, FIELDSTONE was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

39. FIELDSTONE owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, industry standards, and the Subject Property's permitted plans

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and specifications.

40. WEINTRAUB ENGINEERING AND INSPECTIONS, INC. ("WEI"), is a Florida Profit Corporation and also served as a consultant and private provider retained by MATTAMY to provide building code inspection services for the construction of the Subject Property, in accordance with § 553.791, Florida Statutes, and thus had responsibility for reviewing the plans, and supervising, inspecting, and approving of construction at the Subject Property.

41. Throughout the design, inspection, and approval of construction of the Subject Property, WEI was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of Subject Property complied with all applicable building codes, plans and specifications, and applicable design and construction standards.

42. JERRY WEINTRAUB ("WEINTRAUB") is a licensed architect in the state of Florida and served as a licensed private provider working on behalf of WEI to provide building code inspection services for the construction of the Subject Property, in accordance with § 553.791, Florida Statutes, and thus had responsibility for reviewing the plans, and supervising, inspecting, and approving of construction at the Subject Property.

43. Throughout the design, inspection, and approval of the Subject Property, WEINTRAUB was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of Subject Property complied with all applicable building codes, plans and specifications, and applicable design and construction standards.

44. AQUILA INSPECTION SERVICES LLC ("AQUILA"), is a Florida Profit Corporation and also served as a consultant and private provider retained by MATTAMY to provide building code inspection services for the construction of the Subject Property, in

accordance with § 553.791, Florida Statutes, and thus had responsibility for reviewing the plans, and supervising, inspecting, and approving of construction at the Subject Property.

45. Throughout the design, inspection, and approval of construction of the Subject Property, AQUILA was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of Subject Property complied with all applicable building codes, plans and specifications, and applicable design and construction standards.

46. BRAD MCDONALD ROOFING & CONSTRUCTION, INC. ("BMRC"), a Florida Profit Corporation, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing the roofing system, roof flashing, and related accessories and components.

47. BMRC owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION.

48. AYALA'S CONSTRUCTION GROUP, LLC ("AYALA"), a Florida Limited Liability Company; who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing exterior fiber cement siding, siding, housewrap, stucco, and related accessories and components.

49. AYALA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance

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with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION.

50. BUILDERS FIRSTSOURCE – FLORIDA, LLC ("BFS"); a Foreign Limited Liability Company, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, furnishing and installing windows, and related accessories.

51. BFS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION.

52. ROLANDS PAINTING SERVICES, INC. ("ROLANDS"), a Florida Profit Corporation, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing exterior caulk and sealant, paint, and related components.

53. ROLANDS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

54. LEOLA CONSTRUCTION, L.L.C. ("LEOLA"), a Florida Limited Liability Company, who at all times material hereto, was conducting business in Florida, including for the

Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing framing, and related components.

55. LEOLA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

56. RIPA & ASSOCIATES, L.L.C.; ("RIPA"), a Florida Limited Liability Company, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing sitework and infrastructure related components.

57. RIPA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

58. CUTTING EDGE GRADING, LLC ("CUTTING EDGE"), a Florida Limited Liability Company, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing grading and concrete work, and related components.

59. CUTTING EDGE owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject

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Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

60. GREENBRIAR LANDSCAPE, INC. ("GREENBRIAR"), a Florida Corporation, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing landscaping and irrigation, and related components.

61. GREENBRIAR owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

62. WINDWARD BUILDING GROUP, INC. ("WINDWARD"), a Florida Corporation, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including but not limited to, furnishing and installing hardscapes and pool pavers, and related components.

63. WINDWARD owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

64. ASSOCIATED CONSTRUCTION PRODUCTS, INC. ("ACP"), a Florida Corporation, who at all times material hereto, was conducting business in Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property,

including but not limited to, furnishing and installing Modular block, retaining walls, and pavers and related components.

65. ACP owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION

66. The defendant identified in ¶¶ 30-39 are collectively referred to herein as the "DESIGN PROFESSIONALS"

67. The defendants identified in ¶¶ 40-45 are collectively referred to herein as the "PROFESSIONAL CONSULTANTS."

68. The defendants identified in ¶¶ 46-65 are collectively referred to herein as the "SUBCONTRACTORS."

69. The defendants identified in ¶¶ 13-65 are collectively referred to herein as the "Defendants."

70. As a result of the forgoing Defendants' conduct, the ASSOCIATION has been required to retain the services of the undersigned counsel to represent its interests in this action and is obligated to pay a reasonable fee for their services.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

71. The ASSOCIATION has the responsibility to maintain the common areas and exterior of the Townhomes, including, but not limited to, the building exteriors, exterior windows, and roofs.

72. The ASSOCIATION also has the duty to maintain the Subject Property by making all proper expenditures, where possible, for the Subject Property's upkeep and management.

73. Upon information and belief, MATTAMY controlled the ASSOCIATION until legal "turnover" of the Association to the owners of the Townhomes.

74. The causes of action alleged herein concern matters of common interest to the Townhomes and the ASSOCIATION'S members.

75. The Defendants collectively undertook to plan, design, develop, construct, mass-produce, and market the Townhomes for sale to, and use of, the general public, including the ASSOCIATION, its members, and their predecessors in interest.

76. The Florida Building Code ("FBC") is a law regulation construction in the jurisdiction.

77. In so doing, Defendants failed to reasonably and adequately plan, develop, design, or construct the Townhomes.

78. As a direct result of the Defendants' collective and individual failures, the ASSOCIATION and its members have suffered, and continue to suffer, damages proximately caused by defects and deficiencies in the construction of the Townhomes and amenity center, including, but not limited to, the following defects and deficiencies caused by improper construction or design:

Roofs

A. Asphalt Shingles

(1) The roof shingles do not overhang the roof edge or were not installed flush with the edge flashing per CertainTeed's installation instructions. This has allowed water to penetrate and has contributed to roof sheathing damage.

(2) The roof shingles were not properly placed per CertainTeed's installation instructions. This does not properly anchor the roof shingles.

(3) The starter strip was fastened with an insufficient number of fasteners and the fasteners were not properly placed per CertainTeed's installation instructions. This does not properly anchor the starter strip.
(4) The underlayment was cut, torn, or folded. This has allowed water to penetrate and has contributed to roof sheathing damage.
(5) The underlayment was not fully extended up the wall. This is not per CertainTeed's installation instructions, allowed water to penetrate, and has contributed to roof sheathing damage.
(6) The shingle fasteners were exposed and unsealed, overdriven and underdriven. This does not properly anchor the shingle, has allowed water to penetrate and has contributed to roof sheathing damage.

B. Flashing

(1) The "cut-and-fold" roof diverter lap was unsealed. This has allowed water to penetrate and has contributed to roof sheathing damage.
(2) The "L" flashing was not set on a bed of roofing cement. This has allowed water to penetrate and has contributed to roof sheathing damage.
(3) Detail 11/AD-4 calls for two sets of "L" flashing, but not set on a bed of sealant.
(4) The "L" flashing lap was not sealed with roofing cement. This has allowed water to penetrate and has contributed to roof sheathing damage.

C. Roof Vents/Plumbing Stacks

(1) The roof vent/plumbing vent was not set on a bed of sealant. This allows water to penetrate and contributes to roof sheathing damage.
(2) No roof vent details on approved construction documents.
(3) The lead flashing was improperly folded into the vent, reducing the vent diameter. This restricts airflow and contributes to toilet backups and foul odors inside the units.

Fenestrations

D. Using the AAMA 511 sill track test per ASTM E2128 Section 10.3.2.3, the windows allowed water to leak into the interiors. Window product leaks have contributed to interior damage.
E. Using the AAMA 501.2 spray wand per ASTM E2128 Section 10.3.2.2, the window/wall assembly allowed water to leak into the interiors. Window/wall leaks have contributed to interior damage.
F. No sealant was installed behind the sill fin. This is not per Detail 4/AD-2, or per MI Windows or FortiFiber installation instructions, has allowed water to penetrate, and has contributed to interior damage.
G. The window glazing seals have failed. This has allowed moist air to condensate between the glass panes and reduces the window's R-value.

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H. The window bucks were not pressure treated. This is not per Woods and Plastics Note E, Sheet AGNO-2 or Wood Framing, Note #2, Sheet S0.1.S, and has contributed to interior and buck damage.

I. The windows were not fastened with corrosion-resistant fasteners. This is not per MI Windows and Doors installation instructions and does not properly anchor the windows.

J. The window nail fin was damaged at the corners. This indicates a lack of care in the installation of the window, damages the window, allows water to penetrate, and contributes to interior damage.

K. The window frames were installed out of level. This allows water to penetrate and contributes to interior damage.

Walls

L. Stucco Over Wood Frame

(1) The unsealed edge of stucco backing is butted up under the window frame. This is not per Detail 4/AD-2, has allowed water to penetrate, and has contributed to wall sheathing damage.

(2) Detail 4/AD-2 appears to show a 6" wide self-adhered membrane over the stucco backing and sill fin.

(3) The sealant around the window perimeter was improperly installed, sometimes too thick, sometimes too thin, sometimes missing. This has caused premature failure of the sealant, allowed bulk water to penetrate, and has contributed to wall sheathing damage.

(a) Details 4 and 5/AD-2 do not show a separation between the stucco and window frame or a perimeter sealant.

(4) The scratch coat was not applied with sufficient pressure to embed the lath into the plaster. The lath also does not meet the ICC ES ACI 191 criteria for embedment. This does not protect the lath from rusting, which causes cracking of the stucco. This allows bulk water to penetrate and contributes to wall sheathing damage.

(5) The brown and scratch stucco layers were de-bonded. This causes cracking of the stucco, which allows bulk water to penetrate, and contributes to wall sheathing damage.

(6) The stucco plaster was applied in only two coats. This has allowed base layer cracking of the stucco to be exposed on the surface, allows bulk water to penetrate, and contributes to wall sheathing damage.

(7) The control joint flanges were not fastened to the substrate and not fully sealed to the floor line and weep accessory. This does not allow expansion/contraction of stucco, results in uncontrolled stucco cracking, allows water to penetrate, and contributes to wall sheathing damage.

(a) No detail provided on construction documents for this issue.

(8) The floor line accessory at the CMU transition was sealed with paint. This does not allow water to be redirected to the exterior, allows water to penetrate, and contributes to wall sheathing damage.

(9) No weep accessory was installed, or the weep accessory was blocked at the base of the cantilevered wall. This does not allow water to be redirected to the exterior, allows water to penetrate, and contributes to wall sheathing

damage.

(a) No detail provided on construction documents for this issue.

(10) The window flashing was not fully adhered. This allows water to penetrate and contributes to interior damage. The pan flashing does not fully cover the subsill.

(11) No flashing was applied over the vent accessory flanges. This allows water to penetrate and contributes to wall sheathing damage.

(a) No detail provided on construction documents for this issue.

(12) No sealant was applied at the interface between the stucco and vent penetration. This allows water to penetrate and contributes to wall sheathing damage.

(a) No detail provided on construction documents for this issue.

(13) Unsealed lath fasteners were driven through the window fins. This creates a path for water intrusion and contributes to interior damage.

(14) The decorative band casing beads were installed over the stucco lath. This prevents embedment of the lath into the plaster and does not protect the lath from rusting and expanding. This in turn causes cracking of the stucco, allows water to penetrate, and contributes to stucco and wall sheathing damage.

(a) Detail 4/AD-2 does not show a decorative band installation.

(15) The casing beads were installed over the stucco lath. This prevents embedment of the lath into the plaster and does not protect the lath from rusting and expanding. This in turn causes cracking of the stucco, allows water to penetrate, and contributes to stucco and wall sheathing damage.

(a) No detail provided on construction documents for this issue.

(16) The wall termination accessory was installed on top of the building wrap. This allows water to travel behind the wall termination accessory and contributes to wall sheathing damage. Detail3/AD-3 correctly shows the building wrap over the wall termination accessory.

(17) The weather protective barrier was not sealed to the diverter/roof flashing. This has allowed water to penetrate and has contributed to wall sheathing damage.

(a) No detail provided on construction documents for this issue.

(18) Excessive bulk moisture was observed behind the stucco backing. This confirms penetration of bulk moisture and has contributed to wall sheathing damage.

(19) The building wrap was not fastened in a 16” x 18” pattern. This is not per Tyvek’s installation instructions, does not properly anchor the building wrap and damages the building wrap, allows water to penetrate, and contributes to wall sheathing damage.

(20) The intersection between the stucco and the roof eave/diverter flashing was unsealed. This has allowed water to penetrate and has contributed to wall sheathing damage.

(a) No detail provided on construction documents for this issue.

M. Stucco Over Concrete Block

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(1) The lack of separation between the stucco and window frame prevents the proper application of sealant around the window perimeter. This has allowed water to penetrate and has contributed to stucco and masonry damage.
   (a) Details 1 and 2/AD-2 do not show a separation between the stucco and window frame. Detail 1/AD-2 shows a fillet sealant application.
(2) The stucco was not fully bonded with the concrete masonry. This has allowed water to penetrate and has contributed to stucco and masonry damage.
(3) The stucco was not bonded to the window precast sill, and no bonding agent was observed. This has allowed the water to penetrate and has contributed to stucco and masonry damage.
   (a) Detail 1/AD-2 does not call for bonding agent. It calls for a waterproofing membrane, which would prevent the plaster from bonding.
(4) Control joints were missing in the masonry/stucco. This does not allow expansion/contraction of the masonry/stucco, has caused cracking of the stucco, has allowed water to penetrate has contributed to stucco and masonry damage.
   (a) No masonry wall control joints shown on construction documents.
(5) The mortar joints had gaps and voids. This allows water to penetrate and contributes to masonry and stucco damage.

N. Cement Fiber Board Siding

(1) The insufficient gap between the siding trim and the window frame/door has caused the perimeter sealant to prematurely fail. This allows water to penetrate and contributes to wall sheathing damage.
   (a) Details 7 and 8/Ad-2 do not show a gap between the trim and window frame.
(2) No sealant was applied at the interface between the siding panels and the roof diverter/fascia. This allows water to penetrate and contributes to wall sheathing damage.
   (a) No detail provided on construction documents for this issue.

Slabs

O. Uncontrolled cracking of concrete slabs.
P. Damaged driveway concrete.

Framing

Q. Untreated floor trusses are in direct contact with the concrete masonry unit walls. This is not per Woods and Plastics Note E, Sheet AGNO-2, or Wood Framing, Note #2, Sheet S0.1.S. Long term contact with residual moisture in the block walls damages the floor trusses.
R. The window sub-sill framing was sloped to the interior. This prevents the pan flashing from evacuating water to the exterior and contributes to wall framing and interior damage.

S. The wall sheathing edge was fastened with less nails than required by the approved construction documents (Detail W01/S4.2). The smaller number of nails results in a weaker structure that will not resist damage as well as if constructed per the approved plans.

T. The sill plate nails were not engaged with the solid blocking or the floor truss. This is not per Detail FL2/S4.3. The missing/smaller number nails results in a weaker structure that will not resist damage as well as if constructed per the approved plans.

U. The floor sheathing boundary nailing was completely missing. The missing nails result in a weaker structure that will not resist damage as well as if constructed per the approved plans.

Sitework

V. Landscaping/Drainage

(1) Large trees were planted too close to the buildings. This causes damage to the buildings and enables the introduction of vermin.

(2) Landscaping areas were damaged as the result of poor drainage.

W. Pavers

(1) Walkway pavers have settled in the pool deck area. This creates a trip hazard.

79. At all times material hereto, all of the defects, deficiencies, and building code violations were or should have been known to the Defendants.

80. The defects and deficiencies were not readily discoverable by the ASSOCIATION or its members through reasonable inspection at the time of purchase, and the ASSOCIATION and its members became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

81. The aggregate effect of the defects set forth above has caused, and will continue to cause, community-wide water-intrusion damage to other components of the roofs, walls and structural framing, and other components of the building including, but not limited to, the building exteriors, building framing, building lath, weather resistive barrier, building sheathing and framing, interior and exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas; damages to other property; damage to work of other trades;

and undue risk of future damages throughout the Subject Property. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the Association and its members.

82. In compliance with §558.004, Fla. Stat., the ASSOCIATION has served upon Defendants written notice (the "558 Notice") including statements that the notice was being given to satisfy the requirements of Ch. 558, Fla. Stat., and specifying in reasonable detail the common defects and damages and injuries to the units, common areas, and appurtenances that are the subject of the claims, and describing in reasonable detail the common causes of the common defects to the extent known, the nature and extent of the damages and injuries resulting from the defects to the extent known, and the location of each defect to the units, common areas, and appurtenances to the extent known.

83. Additionally, upon information and belief, MATTAMY provided secondary downstream notices to the subcontractors, as provided for in §558.004(3).

84. The ASSOCIATION has complied with all requirements of §558, *et seq.*, Fla. Stat., or such requirements have been waived by the parties.

COUNT I - VIOLATION OF BUILDING CODE
(Against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC)

85. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 above.

86. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

87. MATTAMY owed a statutory and non-delegable duty to the ASSOCIATION and its members pursuant to the FBC, §553.79, and §553.84, Florida Statutes, to develop, design, and construct all the common elements and units of the Townhomes in compliance with the FBC. *See* Fla. Stat. §553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes

a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing *Mills*, 114 So. 2d 817) *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 1974).

88. Further, to the extent MATTAMY utilized subcontractors and consultants to plan, design, and construct the Subject Property, MATTAMY as the licensed general contractors, had a non-delegable duty to supervise their work. As a result, MATTAMY are vicariously responsible for the negligent acts of their subcontractors and consultants, including, but not limited to, the negligent acts of the subcontractors or consultants so utilized.

89. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

90. MATTAMY's material violations of the FBC include, but are not limited to, the defects described in ¶ 78 above.

91. The aggregate effect of the defects set forth above has caused and will continue to cause damage, including, community-wide water-intrusion damage to other components of the roofs, walls and structural framing, and other components of the building including, but not limited to the building exteriors, building framing, building lath, weather resistive barrier, building sheathing and framing, interior and exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas; damages to other property; damage to work of other trades; and undue risk of future damages throughout the Subject Property. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

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92. MATTAMY knew or should have known that all the violations alleged and described above existed.

93. As a result of the foregoing FBC material violations, the ASSOCIATION and its members have been damaged and injured. Damages, in an amount to be determined at trial, are in excess of $50,000.00 and continuing, and include, but are not limited to, the following:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to repair defects that may cause future resulting damages;

d. Loss of use, storage, and temporary housing costs caused by the defects and required during repairs;

e. Diminution in value damages;

f. Costs of temporary repairs;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and,

i. Prejudgment interest.

94. The foregoing FBC material violations were both the legal and factual cause of the aforementioned damages.

95. As a result of the conduct of MATTAMY, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case and is obligated to pay a reasonable fee for such services.

WHEREFORE the ASSOCIATION demands judgment against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC, for damages including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT II – NEGLIGENT SUPERVISION
(Against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC)

96. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84, and 86-95 above.

97. At all times material hereto, MATTAMY was responsible for overseeing and supervising the SUBCONTRACTORS in the construction of the Subject Property.

98. MATTAMY had a non-delegable duty to the ASSOCIATION and its members to use reasonable care during their activities throughout construction of the Subject Property.

99. MATTAMY had a duty to use reasonable care to properly supervise the work of the SUBCONTRACTORS, and to ensure that the SUBCONTRACTORS constructed the Subject 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.

100. MATTAMY breached its duties by negligently failing to ensure proper procedures were in place during construction of the Subject Property, and by failing to provide proper oversight and supervision of the SUBCONTRACTORS.

101. MATTAMY's negligent failures to oversee and supervise the SUBCONTRACTORS was a breach of its duties to the ASSOCIATION and its members.

102. By failing to properly supervise the SUBCONTRACTORS, MATTAMY negligently failed to ensure that the construction of the Subject Property was in compliance with at least the minimum requirements of the applicable codes and standards, the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

103. MATTAMY's actions have caused and will continue to cause, damage to the Subject Property, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the Association and its members.

104. MATTAMY's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

105. As a direct and proximate result of MATTAMY's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION demands judgment against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC, for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental

and consequential damages, including, but not limited to, loss of use, moving, and temporary replacement housing costs during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT III – NEGLIGENT HIRING AND RETENTION
(Against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC,)

106. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84, 86-95 and 96-105.

107. At all times material hereto, MATTAMY was responsible for hiring and retaining the SUBCONTRACTORS in the construction of the Subject Property.

108. MATTAMY had a non-delegable duty to the ASSOCIATION and its members to use reasonable care during its and its SUBCONTRACTORS' activities throughout construction of the Subject Property.

109. MATTAMY had a duty to use reasonable care to hire subcontractors qualified and capable of constructing the Subject 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.

110. MATTAMY breached its duties by negligently hiring and retaining the SUBCONTRACTORS, thus breaching MATTAMY's duties to the ASSOCIATION and its members.

111. By hiring and retaining the SUBCONTRACTORS, MATTAMY negligently failed to ensure that the construction of the Subject Property was in compliance with at least the minimum requirements of the applicable codes and standards, the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work

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and property of other persons or entities, necessitating the need for repairs.

112. MATTAMY's actions and omissions have caused and will continue to cause, damage to the Subject Property, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the Association and its members.

113. MATTAMY's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

114. As a direct and proximate result of MATTAMY's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION demands judgment against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC, for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use, moving, and temporary replacement housing costs during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT IV – NEGLIGENCE, VICARIOUS LIABILITY, AND DERIVATIVE LIABILITY
(Against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC,)

115. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84, 86-95, 96-105, and 106-114 above.

116. At all times material hereto, MATTAMY individually and through its agents, servants, and employees, planned, designed, and constructed the Subject Property.

117. MATTAMY had a non-delegable duty to the ASSOCIATION and its members to use reasonable care when designing and constructing the Subject Property, including, but not limited to, designing, and constructing the Subject 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. *See* Fla. Stat. §553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing *Mills*, 114 So. 2d 817) *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 1974).

118. MATTAMY breached their duty by negligently developing, designing, constructing, and selling the Subject Property, which has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the Association and its members.

119. MATTAMY further breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages

including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

120. Further, to the extent MATTAMY utilized subcontractors and consultants to construct, plan, and design the Subject Property, MATTAMY, as the developer and licensed general contractor had a non-delegable duty to oversee their work. As a result, MATTAMY is vicariously or derivatively responsible for the negligent acts of their Subcontractors and consultants, including, but not limited to, the negligent acts of the Subcontractors or consultants so utilized.

121. MATTAMY's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

122. As a direct and proximate result of MATTAMY's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to, the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION demands judgment against MATTAMY FLORIDA LLC d/b/a MATTAMY HOMES, MATTAMY HOMES CORPORATION, and MATTAMY TAMPA/SARASOTA, LLC, for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT V - VIOLATION OF BUILDING CODE
(Against ROBERT W. GIBBONS)

123. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 above.

124. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

125. At all times material hereto, GIBBONS individually, planned, designed, and constructed the Townhomes.

126. GIBBONS owed a statutory and non-delegable duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to develop, design, and construct all the common elements and units of the Townhomes in compliance with the FBC.

127. The FBC is a law regulation construction in the jurisdiction.

128. Further, to the extent GIBBONS utilized subcontractors and consultants to plan, design, and construct the Subject Property, GIBBONS, as the licensed general contractor, had a non-delegable duty to supervise their work. As a result, GIBBONS is vicariously responsible for the negligent acts of their subcontractors and consultants, including, but not limited to, the negligent acts of the subcontractors or consultants so utilized.

129. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

130. GIBBONS's material violations of the FBC include, but are not limited to, the defects described in ¶ 78 above. [1]

131. The aggregate effect of the defects set forth above has caused and will continue to cause damage, including, community-wide water-intrusion damage to other components of the roofs, walls and structural framing, and other components of the building including, but not limited to the building exteriors, building framing, building lath, weather resistive barrier, building sheathing and framing, interior and exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas; damages to other property; damage to work of other trades; and undue risk of future damages throughout the Subject Property. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the Association and its members.

132. GIBBONS knew or should have known that all the violations alleged and described above existed.

133. As a result of the foregoing FBC material violations, the ASSOCIATION and its members have been damaged and injured. Damages, in an amount to be determined at trial, are in excess of $50,000.00 and continuing, and include, but are not limited to, the defects and

[1] Fla. Stat. § 558.002(5)(" (5) "Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, **supervision, observation of construction, or construction**, repair, alteration, or remodeling of real property resulting from:
(a) Defective material, products, or components used in the construction or remodeling;
(b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;
(c) A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or
(d) A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction. (emphasis added). This statutory definition did not exist in 1994 when *Murthy v. N. Sinha Corp.*, 644 So. 2d 983, 986–87 (Fla. 1994) was decided, and only existed from 2003 to present.

deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages as alleged in ¶ 93.

134. The foregoing FBC material violations were both the legal and factual cause of the aforementioned damages.

135. As a result of the conduct of GIBBONS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case and is obligated to pay a reasonable fee for such services.

WHEREFORE the ASSOCIATION demands judgment against ROBERT W. GIBBONS for damages including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT VI – COMMON LAW NEGLIGENCE[2]
(Against ROBERT W. GIBBONS)

136. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 and 124-135 above.

[2] *Murthy v. N. Sinha Corp.*, 644 So. 2d 983, 986–87 (Fla. 1994)("We agree that an owner may recover from a negligent qualifying agent, but only under a common law theory of negligence or through the administrative remedies available pursuant to chapter 489.").

137. At all times material hereto, GIBBONS individually, planned, designed, and constructed the Townhomes.

138. The FBC is a law regulation construction in the jurisdiction.

139. GIBBONS had a non-delegable duty to the ASSOCIATION and its members to use reasonable care when designing and constructing the Townhomes, including, but not limited to, designing, and constructing the Townhomes to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

140. GIBBONS breached his duty by negligently developing, designing, constructing, and selling the Townhomes, which has caused, and will continue to cause, damage to the Townhomes, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the Association and its members.

141. GIBBONS further breached his duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Townhomes in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Townhomes, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

142. GIBBONS designed, specified, surveyed, planned, supervised, observed, constructed, repaired, or altered the Subject Property, resulting in Construction Defects. [3]

143. Further, to the extent GIBBONS utilized subcontractors and consultants to construct, plan, and design the Subject Property, GIBBONS, as the licensed general contractor had a non-delegable duty to oversee their work. As a result, GIBBONS is vicariously responsible for the negligent acts of their subcontractors and consultants, including, but not limited to, the negligent acts of the subcontractors or consultants so utilized.

144. GIBBONS's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

145. As a direct and proximate result of GIBBONS's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to, the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION demands judgment against ROBERT W. GIBBONS for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs,

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[3] Fla. Stat. § 558.002(5)(" (5) "Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, **supervision, observation of construction, or construction**, repair, alteration, or remodeling of real property resulting from:
(a) Defective material, products, or components used in the construction or remodeling;
(b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;
(c) A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or
(d) A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction. (emphasis added).

temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT VII - VIOLATION OF BUILDING CODE
(Against the SUBCONTRACTORS)

146. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 above.

147. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

148. Each of the SUBCONTRACTORS owed a statutory duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to construct all the common elements and units of the Townhomes in compliance with the FBC.

149. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

150. The SUBCONTRACTORS collectively and individually violated the FBC by improper performing their scope of work for the Townhomes and failing to properly integrate their work with the work of other trades.

151. The SUBCONTRACTORS' material violations of the FBC caused the defects and deficiencies described in ¶ 78 above.

152. SUBCONTRACTORS' negligence in performing its scope of work has caused, and will continue to cause, damage to the Townhomes, including, but not limited to, water-intrusion damages to components of the building including, but not limited to, the building exteriors, building framing, building sheathing, building lath, drywall, paint, interior and exterior finishes,

and other components of the Townhomes, and undue risk of future damages throughout the Townhomes; damage to other property; and damages to the work of other trades, persons, or entities, necessitating the need for repairs. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

153. The SUBCONTRACTORS knew or should have known that the violations alleged and described above existed.

154. As a result of the foregoing FBC material violations, the ASSOCIATION and its members have been damaged and injured as alleged in ¶ 93 and elsewhere herein. Damages, in an amount to be determined at trial, are in excess of $50,000.00.

155. The foregoing FBC material violations were both the legal and factual cause of the aforementioned damages.

156. As a result of the conduct of the SUBCONTRACTORS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE the ASSOCIATION demands judgment against the SUBCONTRACTORS for damages, including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT VIII - NEGLIGENCE
(Against the SUBCONTRACTORS)

157. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 and 147-156 above.

158. At all times material hereto, each of the SUBCONTRACTORS, through its agents, servants, and employees, constructed the Townhomes and were responsible for their scope of work as identified above.

159. SUBCONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Townhomes, including, but not limited to, performing its scope of work to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

160. SUBCONTRACTORS breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Townhomes in accordance with the approved plans and specifications, industry standards, contract documents, and manufacturers' recommendations for the Townhomes, including, but not limited to, those defects and deficiencies identified in ¶ 78 above.

161. SUBCONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Townhomes, including, but not limited to, water-intrusion damages to components of the building including, but not limited to, the building exteriors, building framing, building sheathing, building lath, drywall, paint, interior and exterior finishes, and other components of the Townhomes, and undue risk of future damages throughout the Townhomes; damage to other property; and damages to the work of other trades, persons, or

entities, necessitating the need for repairs. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

162. SUBCONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

163. As a direct and proximate result of the SUBCONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages as alleged in ¶ 93 and elsewhere herein, in an amount in excess of $50,000.00 to be proven at trial.

WHEREFORE the ASSOCIATION demands judgment against the SUBCONTRACTORS the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT IX - VIOLATION OF BUILDING CODE
(Against PROFESSIONAL CONSULTANTS)

164. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 above.

165. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code material violation.

166. PROFESSIONAL CONSULTANTS owed statutory duties to the ASSOCIATION and its members, pursuant to the Florida Building Code and §553.84 and §553.791, Florida Statutes, to supervise, inspect, and approve of the design and construction of Subject Property to

ensure compliance with the FBC.

167. PROFESSIONAL CONSULTANTS breached their duties by inadequately and improperly approving of design plans with details violating the FBC, and by failing to properly inspect and supervise the construction work at the Subject Property, which works PROFESSIONAL CONSULTANTS knew of should have known violated the FBC and resulted in the presence of the code violations and construction deficiencies listed in ¶ 78 above.

168. The aggregate effect of the defects set forth above has caused, and will continue to cause damage, including, community-wide water-intrusion damage to other components of the roofs, walls and structural framing, and other components of the building including, but not limited to the building exteriors, balconies, lap siding, building framing, building lath, house wrap, building sheathing and framing, interior and exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas, damages to other property, damage to work of other trades, and undue risk of future damages throughout the Subject Property . Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

169. PROFESSIONAL CONSULTANTS knew or should have known that the violations alleged and described above existed. As a result of the foregoing FBC material violations, the ASSOCIATION and its members have been damaged and injured. Damages, in the amount to be determined at trial, are in excess of $50,000 and accumulating, and include, but are not limited to, the damages alleged in ¶ 93.

170. The foregoing FBC material violations were a direct, proximate, and legal cause of the aforementioned damages.

171. As a result of PROFESSIONAL CONSULTANTS' conduct in violation of the applicable building and construction codes and ordinances, the ASSOCIATION has been

compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE the ASSOCIATION demands judgment against PROFESSIONAL CONSULTANTS for damages including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT X – PROFESSIONAL NEGLIGENCE
(Against PROFESSIONAL CONSULTANTS)

172. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 and 165-171 above.

173. PROFESSIONAL CONSULTANTS served as professional consultants, engineers, and private providers retained by MATTAMY to provide building code inspection services for the construction of the Subject Property, in accordance with § 553.791.

174. PROFESSIONAL CONSULTANTS owed a duty to the ASSOCIATION to provide its inspection services in accordance with the standard of care used by similar professionals in the community under similar circumstances. By performing such construction administration duties, PROFESSIONAL CONSULTANTS were responsible to ensure that the work identified in the plans and drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable building codes, manufacturers' recommendations, and standards at the time of construction.

175. PROFESSIONAL CONSULTANTS breached the above-mentioned duties during construction of the Subject Property in that they approved of design plans and construction that were not in accordance with the applicable building codes, manufacturers' recommendations, and standards at the time of construction.

176. As a direct and proximate result of PROFESSIONAL CONSULTANTS' professional negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in the amount to be determined at trial, are in excess of $50,000 and include, but are not limited to, the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION respectfully request judgment against PROFESSIONAL CONSULTANTS for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT XI - VIOLATION OF BUILDING CODE (Against DESIGN PROFESSIONALS)

177. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 above.

178. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

179. .DESIGN PROFESSIONALS were the design professionals for the Townhomes and provided professional design services for the Townhomes and, as such, designed, inspected, and approved the Subject Property and its related improvements.

180. Throughout the design, inspection, and approval of the Townhomes, DESIGN PROFESSIONALS were under a professional duty to the ASSOCIATION to use reasonable care and to ensure that the design and construction of the Townhomes complied with all applicable building codes, and that the design drawings were detailed to a sufficiently high standard and clearly and accurately indicated or illustrating all essential parts of the work.

181. DESIGN PROFESSIONALS breached their duties by failing to design the Townhomes with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Townhomes to be built with essential elements not in compliance with the FBC and with the defects alleged in ¶ 78.

182. As the design professionals for the Subject Property, DESIGN PROFESSIONALS knew or should have known that building code violations existed.

183. As a result of the foregoing FBC material violations, the ASSOCIATION and its members have been damaged and injured. Damages, in the amount to be determined at trial, are in excess of $50,000 and accumulating, and include, but are not limited to, the damages alleged in ¶ 93.

184. The foregoing FBC material violations were a direct, proximate, and legal cause of the aforementioned damages.

185. As a result of DESIGN PROFESSIONALS' conduct in violation of the applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute

these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE the ASSOCIATION demands judgment against DESIGN PROFESSIONALS for damages including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, post-judgment interest, and any other relief the Court deems just and proper.

COUNT XII – PROFESSIONAL NEGLIGENCE
(Against DESIGN PROFESSIONALS)

186. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in ¶¶ 1-84 and 174-185 above.

187. DESIGN PROFESSIONALS were the designers for the Townhomes and provided professional design services for the Townhomes and, as such, designed, inspected, and approved the Subject Property and its related improvements.

188. DESIGN PROFESSIONALS owed a duty to the ASSOCIATION and its members to provide its professional design 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 that clearly and accurately indicate or illustrate all essential parts of the work to be completed, and performing construction administration duties such as inspecting that the work identified in its drawings was performed in accordance with the permit plans and specifications, and in accordance with the applicable

building codes, manufacturers' recommendations, and industry standards in effect at the time of construction.

189. DESIGN PROFESSIONALS breached the above-mentioned duties during the design and construction of the Subject Property in that DESIGN PROFESSIONALS' performance of their design services were not within the standard of care used by similar professionals under similar circumstances; the drawing 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.

190. As a direct and proximate result of DESIGN PROFESSIONALS' professional negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in the amount to be determined at trial, are in excess of $50,000 and include, but are not limited to, the damages alleged in ¶ 93 above.

WHEREFORE the ASSOCIATION respectfully request judgment against DESIGN PROFESSIONALS for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, post-judgment interest, and any other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff requests that this matter be tried before a panel of competent jurors on all matters so triable.

Dated: May 23, 2025.

BALL JANIK LLP

By: */s/ Greg K. Demers*

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Counsel for Plaintiff, Boyette Park Homeowners Association, Inc.

EXHIBIT 4

MOTION TO TRANSFER VENUE

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

LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, Plaintiff, v. MATTAMY TAMPA/SARASOTA LLC, a foreign limited liability company; AYALA'S CONSTRUCTION GROUP LLC d/b/a ACG LLC f/k/a AYALA'S PAINTING AND STUCCO LLC, f/k/a AYALA'S PAINTING LLC, a Florida limited liability company; BRAD MCDONALD ROOFING & CONSTRUCTION, INC., a Florida corporation; BUILDERS FIRSTSOURCE – FLORIDA, LLC, a foreign limited liability company; CLEARVIEW LAND DESIGN, P.L., a Florida limited liability company; FIELDSTONE A&E, LLC, a foreign limited liability company; G.B. PAINTING, INC., a Florida corporation; GB CONSTRUCTION SERVICES INC, a Florida corporation; ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C., a Florida limited liability company; JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company; LEOLA CONSTRUCTION, L.L.C., a Florida limited liability company; SILVER TREND INC., a Florida corporation; SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC., a Florida limited liability company; TS SITE PREP, INC., a Florida corporation; RIPA & ASSOCIATES, L.L.C., a Florida limited liability company; WEINTRAUB INSPECTIONS & FORENSIC, INC. D/B/A WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida corporation, Defendants. _____/	Case No.: **COMPLAINT AND DEMAND FOR JURY TRIAL**

COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC. (the "Association"), by and through undersigned counsel, hereby sues Defendants MATTAMY TAMPA/SARASOTA LLC ("Mattamy"); AYALA'S CONSTRUCTION GROUP LLC d/b/a ACG LLC f/k/a AYALA'S PAINTING AND STUCCO LLC, f/k/a AYALA'S PAINTING LLC ("ACG"); BRAD MCDONALD ROOFING & CONSTRUCTION, INC. ("BMRC"); BUILDERS FIRSTSOURCE – FLORIDA, LLC ("BFS"); CLEARVIEW LAND DESIGN, P.L. ("CLD"); FIELDSTONE A&E, LLC ("Fieldstone"); G.B. PAINTING, INC. ("GBP"); GB CONSTRUCTION SERVICES INC ("GBCS"); ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C. ("ITT"); JUNIPER LANDSCAPING OF FLORIDA, LLC ("JLF"); LEOLA CONSTRUCTION, L.L.C. ("Leola"); SILVER TREND INC. ("STI"); SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC. ("Skyetec"); TS SITE PREP, INC. ("TSSP"); RIPA & ASSOCIATES, L.L.C. ("Ripa"); and WEINTRAUB INSPECTIONS & FORENSIC, INC. n/k/a WEINTRAUB ENGINEERING AND INSPECTIONS, INC. ("Weintraub") and seeks trial by jury. In support thereof, the Association alleges as follows:

NATURE OF THE CASE

1. This is an action for damages caused by the Defendants, which arise from the negligent and defective development, design, construction, and sale of townhomes and common areas at the Lakeview at Citrus Park townhome community located in Hillsborough County, Florida (the "Community" or "Townhomes").

2. The Association alleges claims for the violation of Florida Building Code, breach of implied warranty, and negligence.

JURISDICTION AND VENUE

3. This is an action for monetary damages in excess of $50,000.00 exclusive of

interest, costs, and attorney's fees, and this Court otherwise has jurisdiction over the subject matter hereof.

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

5. The Association has an office for the transaction of its usual and customary business in Hillsborough County, Florida.

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

7. 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 this county.

8. 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

9. The Association is a Florida not-for-profit corporation organized and existing under Chapter 720, *Florida Statutes,* to provide a corporate entity for, among other things, the operation of the Community in Hillsborough County, Florida.

10. The Association brings this action in its own right and as representative of the Community members pursuant to Section 720.303(1), *Florida Statutes,* and Florida Rule of Civil Procedure 1.221. The Association is the lawful, adequate, and appropriate representative of the unit owners comprising the Community and all common areas, improvements, matters of common interest, and appurtenances incident thereto.

11. Upon information and belief, at all times material, Mattamy is and was a foreign limited liability company authorized to conduct business in Florida.

12. Upon information and belief, Mattamy served as the declarant, developer, and a general contractor for the construction of the Community as those terms are defined in §489.105(a). *Florida Statutes*, for the construction of the Community.

13. As declarant, developer, and general contractor for the Community, Mattamy was responsible for the development, design, and construction of the Community, including, without limitation, retaining, hiring, supervising, directing, controlling, and coordinating subcontractors and designers for the construction and development of the Community.

14. Upon information and belief, Weintraub is a Florida corporation authorized to conduct business in Florida.

15. Upon information and belief, pursuant to a subcontract with Mattamy, Weintraub performed quality control, quality assurance, and plan review services for the construction of the Community.

16. Upon information and belief, at all times material, CLD is and was a Florida limited liability company and Florida licensed professional engineer authorized to conduct business in Florida.

17. Upon information and belief, CLD provided professional engineering and design services for the design and construction of the Community, including but not limited to the design, preparation, and approval of plans and specifications for the stormwater runoff and drainage systems.

18. Upon information and belief, JLF is a Florida corporation authorized to conduct business in Florida.

19. Upon information and belief, pursuant to a subcontract with Mattamy, JLF provided the materials and/or labor for the installation of the irrigation, landscaping, and related components

at the Community.

20. Upon information and belief, BMRC is a Florida corporation authorized to conduct business in Florida.

21. Upon information and belief, pursuant to a subcontract with Mattamy, BMRC provided the materials and/or labor for the installation of the roofs and related components at the Community.

22. Upon information and belief, ACG is a Florida limited liability company authorized to conduct business in Florida.

23. Upon information and belief, pursuant to a subcontract with Mattamy, ACG provided the materials and/or labor for the installation of the paint, house wrap, siding, stucco and related components at the Community.

24. Upon information and belief, BFS is a foreign limited liability company authorized to conduct business in Florida.

25. Upon information and belief, pursuant to a subcontract with Mattamy, BFS provided the materials and/or labor for the installation of the windows, sliding glass doors, and related components at the Community.

26. Upon information and belief, Fieldstone is a foreign limited liability company authorized to conduct business in Florida.

27. Upon information and belief, Fieldstone provided professional architectural, engineering and design services for the design and construction of the Community, including but not limited to the design, preparation, and approval of plans and specifications for the Townhomes.

28. Upon information and belief, ITT is a Florida limited liability company authorized to conduct business in Florida.

29. Upon information and belief, pursuant to a subcontract with Mattamy, ITT provided materials and/or labor for the installation of the pavers and related components at the Community.

30. Upon information and belief, Skyetec is a Florida limited liability company authorized to conduct business in Florida.

31. Upon information and belief, pursuant to a subcontract with Mattamy, Skyetec performed quality control, quality assurance, and inspection services for the construction of the Community.

32. Upon information and belief, Leola is a Florida limited liability company authorized to conduct business in Florida.

33. Upon information and belief, pursuant to a subcontract with Mattamy, Leola provided the materials and/or labor for the installation of the concrete flatwork, masonry, framing, and related components at the Community.

34. Upon information and belief, GBP is a Florida corporation authorized to conduct business in Florida.

35. Upon information and belief, pursuant to a subcontract with Mattamy, GBP provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

36. Upon information and belief, GBCS is a Florida corporation authorized to conduct business in Florida.

37. Upon information and belief, pursuant to a subcontract with Mattamy, GBCS provided the materials and/or labor for the installation of the paint, sealants, and related components at the Community.

38. Upon information and belief, TSSP is a Florida corporation authorized to conduct business in Florida.

39. Upon information and belief, pursuant to a subcontract with Mattamy, TSSP provided the materials and/or labor for the grading and related components at the Community.

40. Upon information and belief, STI is a Florida corporation authorized to conduct business in Florida.

41. Upon information and belief, pursuant to a subcontract with Mattamy, STI provided the materials and/or labor for the installation of the gutters, downspouts, soffits, fascia, screen enclosures, and related components at the Community.

42. Upon information and belief, Ripa is a Florida limited liability company authorized to conduct business in Florida.

43. Upon information and belief, pursuant to a subcontract with Mattamy, Ripa provided the materials and/or labor for the installation of the earthwork, utilities, roadways, and related components at the Community.

44. As a result of the Defendant's conduct, the Association has been forced to retain the services of the undersigned counsel to represent its interests in this action and is obligated to pay a reasonable fee for their services.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

45. The Association is responsible for the maintenance and repair of the common areas of the Community, including, but not limited to, the roofs, exterior walls and doors, paint, landscaping, windows, drainage systems, and irrigation systems.

46. The Association has the duty to maintain the Community and make all appropriate expenditures, where possible, for the upkeep and management of the Community.

47. Pursuant to § 720.303(4), *Florida Statutes,* the Association does not maintain records related to owner purchase and sale agreements for their respective units, nor homeowner deeds.

48. Upon information and belief, Mattamy controlled the Association before the unit owners, other than the developer, and were able to elect a majority of the board members of the Association.

49. The causes of action alleged herein concern matters of common interest to the Association's members, including matters affecting the Townhomes and common areas.

50. Defendants undertook to develop, construct, inspect, and design the Community for sale to, and use of, the general public, including the Association, its members, and their predecessors in interest.

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

52. As a direct result of the Defendants' failures, the Association and its members have suffered and continue to suffer damages proximately caused by defects and deficiencies in the construction of the Community. Such defects and deficiencies include, without limitation, the following:

i. Improper installation of stucco;
ii. Improper installation of siding;
iii. Improper installation of paint/sealants;
iv. Improper installation of flashing;
v. Improper installation of house wrap;

vi. Improper transition from wood frame to CMU;
vii. Improper installation of stucco accessories;
viii. Improper installation of expansion joints;
ix. Lack of proper separation between siding/stucco and windows;
x. Improper installation of weather resistant barrier;
xi. Improper installation of wood framing;
xii. Improper installation of concrete masonry;
xiii. Improper installation of windows and doors;
xiv. Improper waterproofing of windows and doors;
xv. Improper flashing of windows and doors;
xvi. Improper sealing of windows;
xvii. Improper design of roofs;
xviii. Improper installation of roofs;
xix. Improper installation of roof vents;
xx. Improper installation of roof diverters;
xxi. Improper installation of concrete flatwork;
xxii. Improper installation of landscaping;
xxiii. Improper installation of irrigation system;
xxiv. Improper grading;
xxv. Improper site drainage design;
xxvi. Improper stormwater management.

53. Upon information and belief, the following non-exhaustive list of defects and deficiencies identified in paragraph 52 are attributable to work performed by the respective Defendants as indicated below, without limitation, including the following:

A. ACG:

i. Improper installation of stucco;
ii. Improper installation of paint/sealants
iii. Lack of proper separation between siding/stucco and windows;
iv. Improper installation of stucco accessories;
v. Improper installation of flashing;
vi. Improper flashing of windows;
vii. Improper installation of weather resistant barrier;
viii. Improper installation of siding;
ix. Improper installation of expansion joints; and
x. Improper transition from wood frame to CMU.

B. BFS:

i. Improper installation of windows and doors;
ii. Improper sealing of windows and doors; and
iii. Improper waterproofing of windows and doors.

C. Leola:

i. Improper installation of concrete flatwork;
ii. Improper installation of wood framing; and
iii. Improper installation of concrete masonry.

D. GBCS and GBP:
i. Improper installation of paint/sealants; and
ii. Improper installation of waterproofing of windows and doors.

E. BMRC:
i. Improper installation of roofs;
ii. Improper installation of roof diverters; and
iii. Improper installation of roof vents.

F. CLD:
i. Improper site drainage design.

G. STI:
i. Improper installation of gutters and downspouts.

H. Ripa, TSSP, and JLF:
i. Improper grading;
ii. Improper installation of irrigation system;
iii. Improper installation of landscaping; and
iv. Improper stormwater management.

I. ITT:
i. Improper installation of pavers.

54. The defects and deficiencies identified in paragraphs 52 and 53 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 Townhomes were constructed, as well as, at the time the Townhomes were inspected and sold to the public for residential use.

55. The aggregate effect of the defects alleged in paragraphs 52 and 53 have caused, and will continue to cause, damage, including community-wide water intrusion resulting in

damage to other property and works of other trades, such as roofs, building envelopes, structural framing, finishes, and further risk of future damage throughout the Townhomes.

56. As a result of the defects identified in paragraphs 52 and 53, the Association and its members have been damaged and injured. The Association's damages include, but are not limited to, the following:

a. All costs to investigate and develop a scope of repair to the Townhomes and common areas;
b. All costs to repair the defects and the resulting damage to the Townhomes and common areas;
c. All costs to repair defects that may cause future resulting damage and common areas;
d. Loss of use, storage, and temporary housing costs caused by the defects and required during repairs;
e. Diminution in value of the Townhomes and common areas;
f. Costs of temporary repairs to the Townhomes and common areas;
g. Incidental and consequential damages caused by the defects;
h. All costs incurred to prosecute this lawsuit; and
i. Prejudgment interest.

57. The defects and deficiencies identified in paragraphs 52 and 53 were not readily discoverable by the Association or its members through reasonable inspection at the time of purchase, and the Association and its members became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

58. The Association complied with all requirements under Ch. 558, *Florida Statutes*. The 558 Notice was served to the Defendants on behalf of the Association, in accordance with the scope of its duties pursuant to Chapter 720, *Florida Statutes.*

COUNT 1 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Mattamy*)

59. The Association re-alleges paragraphs 1–58.

60. As a developer, declarant, and general contractor for the Townhomes and common

areas, Mattamy 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.

61. Mattamy was responsible for ensuring 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 as to not damage other property.

62. Mattamy owed a non-delegable duty to the Association and its members to exercise reasonable care while constructing the Townhomes and common areas 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.

63. Mattamy breached its duty by defectively, improperly, and negligently developing, constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and the common areas with defective conditions, including, but not limited to, those described in paragraph 52. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

64. As a direct and proximate result of Mattamy's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

65. As the developer and general contractor for the construction of the Townhomes, Mattamy is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

66. Mattamy's subcontractors also owed the Association and its members the same duty as Mattamy and, like Mattamy, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions described in paragraph 52 and, in turn, the damages alleged in paragraphs 56 and 57.

67. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Mattamy for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 2 – VIOLATION OF FLORIDA BUILDING CODE
(*against Mattamy*)

68. The Association re-alleges paragraphs 1–58.

69. Pursuant to Section 553.84, *Florida Statutes*, the Association and its members have a private right of action for any damages resulting from a material building code violation.

70. Mattamy a developer, declarant, and general contractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

71. Further, to the extent Mattamy utilized subcontractors and consultants to plan, design, and construct the Townhomes, Mattamy, as the developer and licensed general contractor,

had a nondelegable duty to supervise their work. As a result, Mattamy is vicariously responsible for the acts of their subcontractors and consultants.

72. Mattamy actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code.

73. As such, Mattamy committed material violations of the Florida Building Code by causing the defects and deficiencies alleged in paragraph 52.

74. Mattamy knew or should have known the material building code violations existed at the Townhomes and common areas.

75. As a direct and proximate result of Mattamy's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

76. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Mattamy for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 3 - BREACH OF IMPLIED WARRANTIES
(*against Mattamy*)

77. The Association re-alleges paragraphs 1–58.

78. As developer, declarant, and general contractor of the Townhomes and common areas, Mattamy impliedly warranted to the Association and its members that the Townhomes and common areas were 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.

79. The Association and its members relied upon the warranties, skill, and judgment of Mattamy to ensure the Townhomes and common areas were 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.

80. Mattamy breached the implied warranties by among other things, inadequately developing, constructing, inspecting, supervising, certifying, and approving the construction of the Townhomes and common areas such that the defects and deficiencies described in paragraph 52 exist in the completed Townhomes and common areas.

81. Mattamy further failed to remedy the defects and deficiencies complained of.

82. The aggregate effect of the defects and deficiencies alleged in paragraph 52 has led to community-wide water intrusion damages and other damages at the Townhomes and common

areas. As such, the Townhomes and common areas are not fit for their intended purposes and are not of workmanlike construction.

83. 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 the Association and its members 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 units in the Townhomes.

84. As a proximate cause of Mattamy's conduct, omissions, and breach of the warranties described above, the Association and its members have and continue to suffer damages, as alleged in paragraphs 56 and 57.

85. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Mattamy for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 4 – VIOLATION OF FLORIDA BUILDING CODE
(against CLD)

86. The Association re-alleges paragraphs 1–58.

87. CLD provided professional engineering and design services for the Community and, as such, inspected and approved the Community and its related improvements.

88. Throughout the design, inspection, and approval of the Community, CLD was under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Community complied with all applicable building codes, and that the design drawings were detailed to a sufficiently high standard and clearly and accurately indicated or illustrating all essential parts of the work.

89. CLD breached its duties by failing to design the Community with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Community to be built with essential elements not in compliance with the Florida Building code and with the defects attributed to it in paragraph 53.

90. CLD's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies attributed to it in paragraph 53.

91. The Association and its members have been and continue to be damaged as a direct and proximate result of CLD's commission of material violations of the building codes.

92. Pursuant to § 553.84, *Florida Statutes*, the Association and its members have a cause of action against CLD, and any potential sub-subcontractors used by it, as the party who committed the violation(s) damaging them.

93. As a direct and proximate result of CLD's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

94. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against CLD for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 5 – PROFESSIONAL NEGLIGENCE
(against CLD)

95. The Association re-alleges paragraphs 1–58.

96. At all times material hereto, CLD, through its agents, servants, and employees, designed, inspected, and approved the Community and was responsible for its scope of work as identified above.

97. CLD represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, inspection and approval of the Community.

98. CLD was under a duty to ensure that the Community was constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

99. CLD breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that

degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those attributed to it in paragraph 53.

100. As a direct and proximate result of the negligence of CLD, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

101. To the extent CLD utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as CLD, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which CLD is vicariously liable.

102. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against CLD for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 6 – VIOLATION OF FLORIDA BUILDING CODE
(against Fieldstone)

103. The Association re-alleges paragraphs 1–58.

104. Fieldstone provided professional architectural and engineering and design services for the Townhomes and, as such, designed, inspected and approved the Townhomes and related improvements.

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

106. Fieldstone breached its duties by failing to design the Townhomes with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Townhomes to be built with essential elements not in compliance with the Florida Building code.

107. Fieldstone's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies in paragraph 52.

108. The Association and its members have been and continue to be damaged as a direct and proximate result of Fieldstone's commission of material violations of the building codes.

109. Pursuant to § 553.84, *Florida Statutes*, the Association and its members have a cause of action against Fieldstone, and any potential sub-subcontractors used by it, as the party who committed the violation(s) damaging them.

110. As a direct and proximate result of Fieldstone's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

111. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Fieldstone for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 7 – PROFESSIONAL NEGLIGENCE
(against Fieldstone)

112. The Association re-alleges paragraphs 1–58.

113. At all times material hereto, Fieldstone, through its agents, servants, and employees, designed, inspected and approved the Townhomes.

114. Fieldstone represented itself as being a qualified, skillful, and competent architecture and engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, inspection and approval of the Townhomes.

115. Fieldstone was under a duty to ensure that the Townhomes were designed and constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

116. Fieldstone breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to

exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

117. As a direct and proximate result of the negligence of Fieldstone, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

118. To the extent Fieldstone utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Fieldstone, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which Fieldstone is vicariously liable.

119. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Fieldstone for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 8 – PROFESSIONAL NEGLIGENCE
(against Weintraub)

120. The Association re-alleges paragraphs 1–58.

121. At all times material hereto, Weintraub, through its agents, servants, and employees, inspected and approved the plans for the Townhomes.

122. Weintraub represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the design, construction, inspection and approval of the Townhomes.

123. Weintraub was under a duty to ensure that the Townhomes were designed and constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

124. Weintraub breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

125. As a direct and proximate result of the negligence of Weintraub, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

126. To the extent Weintraub utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Weintraub, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which Weintraub is vicariously liable.

127. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Weintraub for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 9 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against BFS*)

128. The Association re-alleges paragraphs 1–58.

129. As a subcontractor for the construction of the Townhomes and common areas, BFS is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

130. BFS was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

131. BFS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

132. As a direct and proximate result of BFS's breach of its duties, the Association has

been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

133. BFS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

134. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

135. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BFS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 10 – VIOLATION OF FLORIDA BUILDING CODE
(*against BFS*)

136. The Association re-alleges paragraphs 1–58.

137. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

138. BFS served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

139. BFS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 53.

140. As such, BFS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BFS in paragraph 53.

141. BFS knew or should have known the material building code violations existed at the Townhomes and common areas.

142. As a direct and proximate result of BFS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

143. BFS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

144. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

145. The Association's damages, in an amount to be determined at trial, exceed

$50,000.00.

WHEREFORE, the Association demands judgment against BFS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 11 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against Ripa*)

146. The Association re-alleges paragraphs 1–58.

147. As a subcontractor for the construction of the Townhomes and common areas, Ripa is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the common areas.

148. Ripa was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

149. Ripa breached its duty by improperly performing its scope of work, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 53. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

150. As a direct and proximate result of Ripa's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

151. Ripa is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

152. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

153. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Ripa for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 12 – VIOLATION OF FLORIDA BUILDING CODE
(*against Ripa*)

154. The Association re-alleges paragraphs 1–58.

155. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

156. Ripa served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed common areas.

157. Ripa actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 53.

158. As such, Ripa committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Ripa in paragraph 53.

159. Ripa knew or should have known the material building code violations existed at the Community and common areas.

160. As a direct and proximate result of Ripa's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

161. Ripa is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

162. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

163. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Ripa for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from

the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 13 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against GBP*)

164. The Association re-alleges paragraphs 1–58.

165. As a subcontractor for the construction of the Townhomes and common areas, GBP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

166. GBP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

167. GBP breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

168. As a direct and proximate result of GBP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

169. GBP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

170. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

171. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 14 – VIOLATION OF FLORIDA BUILDING CODE
(*against GBP*)

172. The Association re-alleges paragraphs 1–58.

173. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

174. GBP served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

175. GBP actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and

negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 53.

176. As such, GBP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBP in paragraph 53.

177. GBP knew or should have known the material building code violations existed at the Townhomes and common areas.

178. As a direct and proximate result of GBP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

179. GBP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

180. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

181. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair

costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 15 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against JLP*)

182. The Association re-alleges paragraphs 1–58.

183. As a subcontractor for the construction of the Community and common areas, JLP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Community and common areas.

184. JLP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

185. JLP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to JLP in paragraph 53. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

186. As a direct and proximate result of JLP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

187. JLP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

188. JLP's subcontractors also owed the Association and its members the same duty as JLP and, like JLP, breached such duty by negligently constructing, inspecting, installing,

supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

189. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against JLP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 16 – VIOLATION OF FLORIDA BUILDING CODE
(*against JLP*)

190. The Association re-alleges paragraphs 1–58.

191. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

192. JLP served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Community and common areas.

193. JLP actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing

defective conditions, including, but not limited to, those attributed to JLP in paragraph 53.

194. As such, JLP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to JLP in paragraph 53.

195. JLP knew or should have known the material building code violations existed at the Community and common areas.

196. As a direct and proximate result of JLP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

197. JLP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

198. JLP's subcontractors also owed the Association and its members the same duty as JLP and, like JLP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

199. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against JLP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 17 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against STI*)

200. The Association re-alleges paragraphs 1–58.

201. As a subcontractor for the construction of the Townhomes and common areas, STI is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

202. STI was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

203. STI breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STI in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

204. As a direct and proximate result of STI's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

205. STI is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

206. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 53 and, in turn, the

damages alleged in paragraphs 56 and 57.

207. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against STI for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 18 – VIOLATION OF FLORIDA BUILDING CODE
(*against STI*)

208. The Association re-alleges paragraphs 1–58.

209. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

210. STI served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

211. STI actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STI in paragraph 53.

212. As such, STI committed material violations of the Florida Building Code by

causing the defects and deficiencies attributed to STI in paragraph 53.

213. STI knew or should have known the material building code violations existed at the Townhomes and common areas.

214. As a direct and proximate result of STI's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

215. STI is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

216. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

217. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against STI for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 19 – NEGLIGENCE AND VICARIOUS LIABILITY (*against ITT*)

218. The Association re-alleges paragraphs 1–58.

219. As a subcontractor for the construction of the Townhomes and common areas, ITT is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

220. ITT was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

221. ITT breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 53 paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

222. As a direct and proximate result of ITT's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

223. ITT is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

224. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

225. The Association's damages, in an amount to be determined at trial, exceed

$50,000.00.

WHEREFORE, the Association demands judgment against ITT for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 20 – VIOLATION OF FLORIDA BUILDING CODE
(*against ITT*)

226. The Association re-alleges paragraphs 1–58.

227. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

228. ITT served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

229. ITT actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 53.

230. As such, ITT committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to ITT in paragraph 53.

231. ITT knew or should have known the material building code violations existed at

the Townhomes and common areas.

232. As a direct and proximate result of ITT's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

233. ITT is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

234. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

235. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ITT for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 21 – NEGLIGENCE AND VICARIOUS LIABILITY (*against Leola*)

236. The Association re-alleges paragraphs 1–58.

237. As a subcontractor for the construction of the Townhomes and common areas, Leola is responsible for all aspects of its scope of work, including the exercise of reasonable care

in the construction of the Townhomes and common areas.

238. Leola was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

239. Leola breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

240. As a direct and proximate result of Leola's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

241. Leola is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

242. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

243. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Leola for damages including,

but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 22 – VIOLATION OF FLORIDA BUILDING CODE
(*against Leola*)

244. The Association re-alleges paragraphs 1–58.

245. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

246. Leola served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

247. Leola actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 53.

248. As such, Leola committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Leola in paragraph 53.

249. Leola knew or should have known the material building code violations existed at the Townhomes and common areas.

250. As a direct and proximate result of Leola's commission of material violations of

the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

251. Leola is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

252. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

253. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Leola for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 23 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against GBCS*)

254. The Association re-alleges paragraphs 1–58.

255. As a subcontractor for the construction of the Townhomes and common areas, GBCS is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

256. GBCS was responsible for ensuring its scope was performed in compliance with

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

257. GBCS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

258. As a direct and proximate result of GBCS's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

259. GBCS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

260. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

261. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBCS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the

incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 24 – VIOLATION OF FLORIDA BUILDING CODE
(*against GBCS*)

262. The Association re-alleges paragraphs 1–58.

263. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

264. GBCS served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

265. GBCS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 53.

266. As such, GBCS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBCS in paragraph 53.

267. GBCS knew or should have known the material building code violations existed at the Townhomes and common areas.

268. As a direct and proximate result of GBCS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

269. GBCS is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

270. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

271. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against GBCS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 25 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against BMRC*)

272. The Association re-alleges paragraphs 1–58.

273. As a subcontractor for the construction of the Townhomes and common areas, BMRC is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

274. BMRC was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

275. BMRC breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BMRC in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

276. As a direct and proximate result of BMRC's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

277. BMRC is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

278. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

279. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BMRC for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and

diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 26 – VIOLATION OF FLORIDA BUILDING CODE
(*against BMRC*)

280. The Association re-alleges paragraphs 1–58.

281. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

282. BMRC served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

283. BMRC actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BMRC in paragraph 53.

284. As such, BMRC committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BMRC in paragraph 53.

285. BMRC knew or should have known the material building code violations existed at the Townhomes and common areas.

286. As a direct and proximate result of BMRC's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

287. BMRC is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

288. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

289. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against BMRC for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 27 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against ACG*)

290. The Association re-alleges paragraphs 1–58.

291. As a subcontractor for the construction of the Townhomes and common areas, ACG is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

292. ACG was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

293. ACG breached its duty by improperly performing its scope of work for the

Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

294. As a direct and proximate result of ACG's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

295. ACG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

296. ACG's subcontractors also owed the Association and its members the same duty as ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

297. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ACG for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any

additional relief this Court deems just and proper.

COUNT 28 – VIOLATION OF FLORIDA BUILDING CODE
(*against ACG*)

298. The Association re-alleges paragraphs 1–58.

299. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

300. ACG served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

301. ACG actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 53.

302. As such, ACG committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to ACG in paragraph 53.

303. ACG knew or should have known the material building code violations existed at the Townhomes and common areas.

304. As a direct and proximate result of ACG's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

305. ACG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

306. ACG's subcontractors also owed the Association and its members the same duty as

ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

307. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against ACG for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 29 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against TSSP*)

308. The Association re-alleges paragraphs 1–58.

309. As a subcontractor for the construction of the Community and common areas, TSSP is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Townhomes and common areas.

310. TSSP was responsible for ensuring its scope was performed in compliance with the permitted plans and specifications, the Florida Building Code, industry standards, and manufacturers' recommendations and in such a way as to not damage other property.

311. TSSP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 53. Such

conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

312. As a direct and proximate result of TSSP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

313. TSSP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

314. TSSP's subcontractors also owed the Association and its members the same duty as TSSP and, like TSSP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

315. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against TSSP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the cost to properly fund reserve and operating accounts, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 30 – VIOLATION OF FLORIDA BUILDING CODE
(*against TSSP*)

316. The Association re-alleges paragraphs 1–58.

317. Pursuant to Section 553.84, *Florida Statutes*, the Association, and its members have a private right of action for any damages resulting from a material building code violation.

318. TSSP served as a subcontractor for the construction of the Community and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Community and common areas.

319. TSSP actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 53.

320. As such, TSSP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to TSSP in paragraph 53.

321. TSSP knew or should have known the material building code violations existed at the Community and common areas.

322. As a direct and proximate result of TSSP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

323. TSSP is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Community and common areas.

324. TSSP's subcontractors also owed the Association and its members the same duty as TSSP and, like TSSP, breached such duty by negligently constructing, inspecting, installing,

supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

325. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against TSSP for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 31 – VIOLATION OF FLORIDA BUILDING CODE
(against Skyetec)

326. The Association re-alleges paragraphs 1–58.

327. Pursuant to § 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a material violation of the Florida Building Code.

328. Pursuant to the Florida Building Code and § 553.84, *Florida Statutes*, Skyetec owed a statutory duty to the Association and its members to construct all the common areas and units of the Townhomes in compliance with the Florida Building Code.

329. The operative construction set of approved plans for the Townhomes were 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 Townhomes.

330. Skyetec materially violated the Florida Building Code by improperly performing its scope of work for the Townhomes, failing to properly inspect the work of other trades, and approving for occupancy of common areas and the units of the Townhomes not in compliance with the Florida Building Code.

331. By materially violating the Florida Building Code, Skyetec caused the defects and deficiencies, including, but not limited to, those in paragraph 52.

332. Skyetec knew or should have known that the material violations alleged and described above existed.

333. As a direct and proximate result of the material violations of the Florida Building Code by Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 56 and 57.

334. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 56 and 57, for which Skyetec is vicariously liable.

335. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Skyetec for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred

in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 32 – PROFESSIONAL NEGLIGENCE
(against Skyetec)

336. The Association re-alleges paragraphs 1–58.

337. At all times material hereto, Skyetec, through its agents, servants, and employees, inspected and approved the Townhomes and was responsible for its scope of work as identified above.

338. Skyetec represented itself as being a qualified, skillful, and competent engineering firm, possessing the necessary training, skill, and expertise to enable it to furnish and perform the various professional services required for the inspection and approval of the Townhomes.

339. Skyetec was under a duty to ensure that the Townhomes were constructed in accordance with the plans and specifications, manufacturers' recommendations, the Florida Building Code, other applicable local and national codes, ordinances, and industry standards, and good design, engineering, and construction practices.

340. Skyetec breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Pasco County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

341. As a direct and proximate result of the negligence of Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 56 and 57.

342. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 56 and 57, for which Skyetec is vicariously liable.

343. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the Association demands judgment against Skyetec for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

Dated: December 3, 2025

BALL JANIK LLP

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EXHIBIT 5

MOTION TO TRANSFER VENUE

IN THE CIRCUIT COURT, TWELFTH JUDICIAL CIRCUIT, IN AND FOR SARASOTA COUNTY, FLORIDA

SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC., Plaintiff, v. SUNRISE LAND PARTNERS, LLLP; MATTAMY FLORIDA LLC; MATTAMY TAMPA/SARASOTA LLC; MATTAMY SARASOTA LLC; BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC.; DANIEL ROY SWIFT, AIA, individually; WINDWARD BUILDING GROUP, INC.; PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC; GLADSTONE, INC.; SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC; NATURAL ELECTRIC, LLC; ORNAMENTAL DESIGN IRONWORKS, INC.; JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION; ELITE-WEILER POOLS, INC.; DEL-AIR HEATING, AIR CONDITIONING & REFRIGERATION, LLC; SORCORP PAINTING INC.; PATRIOT PLUMBING CORP OF USA; DANIELLE FENCE MANUFACTURING COMPANY, INC.; STONEWORKS STUCCO AND STONE, LLC; SPAZZ STUCCO LLC; STEWART TENNIS COURTS & FENCING, INC.; PIPER FIRE PROTECTION, LLC; A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC.; D. SHAWN LEINS, PE, individually; FIELDSTONE A&E, LLC; CROWN ROOFING LLC n/k/a ROOF TILE SPECIALISTS, LLC; AYALA'S CONSTRUCTION GROUP LLC; SUTTON CONTRACTING INC.; LEYVA'S PAINTING & MORE, INC f/k/a LEYVA'S PAINTING & MORE LLC; AMERICAN BUILDERS SUPPLY, INC.; BUILDERS FIRSTSOURCE – FLORIDA, LLC; ROCKWELL BUILDING SYSTEMS, LLC; RIPA & ASSOCIATES, L.L.C.; LASER	CASE NO.: 2025 CA 003960 **PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

Filed 08/20/2025 04:42 PM - Karen E. Rushing, Clerk of the Circuit Court, Sarasota County, FL

GRADING & ENVIRONMENTAL, LLC; TS SITE PREP, INC.; and JUNIPER LANDSCAPING OF FLORIDA, LLC, Defendants. _____/	

PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "ASSOCIATION"), by and through undersigned counsel, herby sues Defendants, SUNRISE LAND PARTNERS, LLLP; MATTAMY FLORIDA LLC; MATTAMY TAMPA/SARASOTA LLC; MATTAMY SARASOTA LLC; BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC.; DANIEL ROY SWIFT, AIA, individually; WINDWARD BUILDING GROUP, INC.; PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC.; GLADSTONE, INC.; SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC; NATURAL ELECTRIC, LLC; ORNAMENTAL DESIGN IRONWORKS, INC.; JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION; ELITE-WEILER POOLS, INC.; DEL-AIR HEATING, AIR CONDITIONING & REFRIGERATION, LLC; SORCORP PAINTING INC.; PATRIOT PLUMBING CORP OF USA; DANIELLE FENCE MANUFACTURING COMPANY, INC.; STONEWORKS STUCCO AND STONE, LLC; SPAZZ STUCCO LLC; STEWART TENNIS COURTS & FENCING, INC.; PIPER FIRE PROTECTION, LLC; A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC.; D. SHAWN LEINS, PE, individually; FIELDSTONE A&E, LLC; CROWN ROOFING LLC, n/k/a ROOF TILE SPECIALISTS, LLC; AYALA'S CONSTRUCTION GROUP LLC; SUTTON CONTRACTING INC.; LEYVA'S PAINTING & MORE, INC f/k/a LEYVA'S PAINTING & MORE LLC; AMERICAN

BUILDERS SUPPLY, INC.; BUILDERS FIRSTSOURCE – FLORIDA, LLC; ROCKWELL BUILDING SYSTEMS, LLC; RIPA & ASSOCIATES, L.L.C.; LASER GRADING & ENVIRONMENTAL, LLC; TS SITE PREP, INC.; and JUNIPER LANDSCAPING OF FLORIDA, LLC, and alleges as follows:

NATURE OF THE CASE

1. This is an action for damages arising from the defective construction and sale of the residential villas, infrastructure, common areas, and amenities of the Sunrise Preserve subdivision (the "Project") caused by the parties responsible for the development, design, and construction of the Subject Property.

2. The Project includes 56 residential villa buildings totaling 110 units, perimeter walls and associated roadways, sidewalks, amenities centers, clubhouse, pool pavilion, entry monuments, guardhouses and common areas, and is located in Sarasota County, Florida ("Subject Property" or "Villas").

3. The ASSOCIATION maintains and operates the Subject Property.

4. The ASSOCIATION alleges claims from breach of applicable building codes, negligence and vicarious liability, professional negligence, and breach of implied warranties.

JURISDICTION AND VENUE

5. This is an action for monetary damages in excess of $50,000.00, exclusive of interest, costs, and attorneys' fees, and this Court otherwise has jurisdiction over the subject matter hereof.

6. The Subject Property is located in Sarasota County, Florida.

7. The ASSOCIATION has an office for the transaction of its usual and customary business in Sarasota County, Florida.

8. At all times material, Defendants conducted business in Sarasota, Florida, including for the construction of the Subject Property.

9. The acts and/or omissions giving rise to this complaint took place in Sarasota County, Florida, and each cause of action occurred in Sarasota County, Florida. Therefore, jurisdiction and venue are proper in this County. Further, this action is properly filed in Sarasota County, Florida under Chapter 47, *Fla. Stat.*, because the case of action sued upon herein accrued in Sarasota County, Florida.

10. All conditions precedent to bringing this action have occurred, are in process, or have been waived, including, but not limited to, the requirements of Chapter 558, Fla. Stat., and Chapter 720, Fla. Stat.

PARTIES

11. The ASSOCIATION is a corporation organized and exists under Chapter 720 of the Florida Statutes to provide a corporate entity pursuant to §720.302, Fla. Stat., for the operation of the Subject Property.

12. The ASSOCIATION brings this action in its own right and as a lawful representative for its members who own the Subject Property that Defendants designed and built, and which suffer from defects and damages affecting the common areas, subdivision infrastructure, subdivision amenities, and exterior walls, window penetrations, roofing systems, drywall, stucco, paint, sheathing, framing, lath, and other property constituting parts of the residential villas affecting the ASSOCIATION and its members as a matter of common interest.

13. Pursuant to §720.303(1), Fla. Stat., and Fla. R. Civ. P. 1.221, the ASSOCIATION is the lawful, adequate, and appropriate class representative of the owners of all lots and all common areas, improvements, and appurtenances incident thereto.

14. SUNRISE LAND PARTNERS, LLLP ("SUNRISE"), is a Florida Limited Partnership with its principal place of business at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

15. MATTAMY FLORIDA LLC, ("MATTAMY FLORIDA") is a Foreign Limited Liability Company with its principal place of business located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

16. MATTAMY TAMPA/SARASOTA LLC ("MATTAMY T/S") is a Foreign Limited Liability Company with its principal address located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

17. MATTAMY SARASOTA LLC ("MATTAMY SARASOTA") is a Foreign Limited Liability Company with its principal address located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

18. SUNRISE, MATTAMY FLORIDA, MATTAMY T/S, and MATTAMY SARASOTA, herein will sometimes be collectively referred to as "MATTAMY."

19. SUNRISE, MATTAMY FLORIDA, MATTAMY T/S, and MATTAMY SARASOTA, all currently do or in the past have done business under the Florida registered fictitious name, "MATTAMY HOMES."

20. SUNRISE was the declarant of the Sunrise Preserve Homeowners Association, Inc., and the developer of the common areas of Project/Subject Property. As developer/declarant, SUNRISE, controlled ASSOCIATION'S board of directors at all relevant times until on or about July 23, 2023.

21. MATTAMY were Certified Building Contractor and Certified General Contractor for the design, development, and construction of the Subject Property, as that term is defined in §489.105(3)(a), Fla. Stat.

22. As the Developer, Certified Building Contractor and Certified General Contractor for the Subject Property, MATTAMY was responsible for the development, design and construction of the Subject Property, including, but not limited to, retaining, hiring, supervising, directing and coordinating the various design professionals, general contractors, specialty contractors, and subcontractors for the design and construction of the Subject Property.

23. As the Certified Building Contractor and Certified General Contractor for the Subject Property, MATTAMY owed statutory duties to ASSOCIATION, and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices so as to prevent harm and damage to the ASSOCIATION and its members.

24. MATTAMY also had non-delegable duties as Certified Building Contractor and Certified General Contractor to ensure construction complied with the 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).

Amenities Construction

25. BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC. ("BSB") is a foreign corporation authorized to conduct business in Florida.

26. BSB served as architect of the Subject Property specifically relating to, but not limited to, the amenities, clubhouse, pool, guard house, entrance gates, entrance water features and

other common area improvements, and was responsible for designing, inspecting, and approving the design and construction of same.

27. Throughout the design, construction, inspection, and approval of the Subject Property, BSB was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

28. BSB owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, industry standards, and the Subject Property's permitted plans and specifications.

29. DANIEL ROY SWIFT, AIA ("SWIFT"), individually, is a licensed architect in the State of Florida as those terms are defined in in § 481.203(3) and was responsible for the design and construction of buildings at the Subject Property, including, but not limited to, designing, inspecting, and approving the Subject Property and its related improvements.

30. Throughout the design, construction, inspection, and approval of the Subject Property, SWIFT was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

31. SWIFT owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building codes and §553.84, Florida Statutes, to perform his work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damage to the ASSOCIATION.

32. BSB and SWIFT are collectively referred to as "AMENITIES DESIGN PROFESSIONALS."

33. WINDWARD BUILDING GROUP, INC. ("WINDWARD") is a Florida Profit Corporation with a principal place of business located at 650 Second Avenue, Saint Petersburg, Florida 33701.

34. WINDWARD served as the builder and licensed General Contractor for the Subject Property, as those terms are defined in §489.105(3)(a) Fla. Stat.

35. As the General Contractor for the Subject Property, WINDWARD was responsible for the development, design, and construction of the Subject Property, including, but not limited to, retaining, hiring, supervising, directing, and coordinating the subcontractors.

36. In addition, as the Subject Property's General Contractors, WINDWARD owed statutory duties to the ASSOCIATION and its members, pursuant to the applicable building-codes and §553.84, Florida Statutes, to perform its scope of work in compliance with the applicable building codes; and a common-law duty to construct the Subject Property in accordance with standard industry practices so as to prevent harm and damage to the ASSOCIATION and its members.

37. WINDWARD also had non-delegable duties as Certified Building Contractor to ensure construction complied with the 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).

Amenities Subcontractors

38. PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC, ("PETERSENDEAN") is a Florida Profit Corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was

responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the roofs and roofing systems, related components and accessories, and other related work.

39. PETERSENDEAN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

40. GLADSTONE, INC. ("GLADSTONE") is a Florida Profit Corporation, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing architectural stone products and veneers, related components and accessories, and other related work.

41. GLADSTONE owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

42. SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC ("SUPERIOR") is a Florida Limited Liability Company, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to,

furnishing and installing electrical systems, related components and accessories, and other related work.

43. SUPERIOR owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

44. NATURAL ELECTRIC, LLC ("NATURAL ELECTRIC") is a Florida Limited Liability Company, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing hardscaping electrical systems, related components and accessories, and other related work.

45. NATURAL ELECTRIC owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

46. ORNAMENTAL DESIGN IRONWORKS, INC. ("ODI"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fencing and gate systems, related components and accessories, and other related work.

47. ODI owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

48. JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION ("JFS"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing finish carpentry, related components and accessories, and other related work.

49. JFS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

50. ELITE-WEILER POOLS, INC. ("ELITE-WEILER"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing pools, spas, water features, fountains, related components and accessories, and other related work.

51. ELITE-WEILER owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject

Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

52. DEL-AIR HEATING, AIR CONDITIONING & REFIRGERATION, LLC ("DEL-AIR"), is a Foreign Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing heating, ventilation, air conditioning and mechanical systems, related components and accessories, and other related work.

53. DEL-AIR owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

54. SORCORP PAINTING INC. ("SORCORP"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing exterior painting, sealing and caulking, related components and accessories, and other related work.

55. SORCORP owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

56. PATRIOT PLUMBING CORP OF USA ("PATRIOT"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing plumbing systems, related components and accessories, and other related work.

57. PATRIOT owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

58. DANIELLE FENCE MANUFACTURING COMPANY, INC. ("DANIELLE"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fences, related components and accessories, and other related work.

59. DANIELLE owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

60. STONEWORKS STUCCO AND STONE, LLC ("STONEWORKS"), is a Florida Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire

scope of work at the Subject Property, including, but not limited to, furnishing and installing stucco and exterior cladding systems, related components and accessories, and other related work.

61. STONEWORKS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

62. SPAZZ STUCCO LLC ("SPAZZ"), is a Florida Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing stucco and exterior cladding systems, related components and accessories, and other related work.

63. SPAZZ owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

64. STEWART TENNIS COURTS & FENCING, INC. ("STEWART"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing tennis courts, pickleball courts and bocce courts, related components and accessories, and other related work.

65. STEWART owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

66. PIPER FIRE PROTECTION, LLC ("PIPER"), is a Foreign Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fire sprinkler and fire suppression systems, related components and accessories, and other related work.

67. PIPER owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

68. The Defendants referred to in Paragraphs 38-67 are collectively referred to as "AMENITIES SUBCONTRACTORS."

Site Civil Construction

69. A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC. ("A M") is a Florida Profit Corporation with a principal place of business located at 8340 Consumer Court, Sarasota, Florida 34240.

70. A M served as civil engineer of the Subject Property, specifically relating to, but not limited to, site infrastructure such as roads, sidewalks, common area grading, lakes and ponds

and stormwater drainage, and was responsible for designing, inspecting, and approving the design and construction of same.

71. Throughout the design, construction, inspection, and approval of the Subject Property, A M was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

72. A M owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, industry standards, regulatory rules and standards, professional standards of care, permit conditions and the Subject Property's permitted plans and specifications.

73. D. SHAWN LEINS, PE, individually, is a licensed professional engineer in the state of Florida as those terms are defined in § 481.203(3) and was responsible for the design and construction of the Subject Property specifically relating to, but not limited to, site infrastructure such as roads, sidewalks, common area grading, lakes and ponds and stormwater drainage, including, but not limited to, designing, inspecting, and approving the Subject Property and its related improvements.

74. Throughout the design, construction, inspection, and approval of the Subject Property, LEINS was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

75. LEINS owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable

building codes, industry standards, regulatory rules and standards, professional standards of care, permit conditions, and the Subject Property's permitted plans and specifications.

76. A M and LEIN are collectively referred to as "INFRASTRUCTURE DESIGN PROFESSIONALS."

Infrastructure Contractors

77. RIPA & ASSOCIATES, L.L.C. ("RIPA"), is a Florida limited liability company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, site excavation, roads, curbs, walkways, stormwater drainage, ponds, grading, and related components and accessories, and other related work.

78. LASER GRADING & ENVIRONMENTAL, LLC ("LASER") is an inactive Florida limited liability company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing sidewalks, related components and accessories, and other related work.

79. TS SITE PREP, INC. ("TSSP"), is a Florida profit corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing sidewalks, related components and accessories, and other related work.

80. JUNIPER LANDSCAPING OF FLORIDA, LLC ("JUNIPER") is a Florida limited liability company which, at all-time material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing landscaping and irrigation

systems for the common areas and residences, related components and accessories, and other related work.

81. The Defendants referred to in Paragraphs 77-80 are collectively referred to as "INFRASTRUCTURE CONTRACTORS."

Villas Construction

82. FIELDSTONE A&E, LLC ("FIELDSTONE") is a Foreign Limited Liability Company with a principal place of business located at 12906 Tampa Oaks Boulevard, Suite 150, Tampa, Florida 33637.

83. FIELDSTONE served as architect of record of the Subject Property, specifically relating to, but not limited to, the residential villas, and was responsible for designing, inspecting, and approving the design and construction of same.

84. Throughout the design, construction, inspection, and approval of the Subject Property, FIELDSTONE was under a professional duty to the ASSOCIATION and its members to use reasonable care and to ensure the design and construction of the Subject Property complied with all applicable building codes and applicable design and construction standards.

85. FIELDSTONE owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, industry standards, and the Subject Property's permitted plans and specifications.

86. CROWN ROOFING LLC, n/k/a ROOF TILE SPECIALISTS, LLC ("CROWN") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the

roofs and roofing systems, related components and accessories, and other related work for the construction of the residential villas.

87. CROWN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

88. AYALA'S CONSTRUCTION GROUP LLC ("AYALA") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the stucco and siding systems, related components and accessories, and other related work for the construction of the residential villas.

89. AYALA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

90. SUTTON CONTRACTING INC. ("SUTTON") is a Florida profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing house wrap, related components and accessories, and other related work for the construction of the residential villas.

91. SUTTON owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

92. LEYVA'S PAINTING & MORE INC f/k/a LEYVA'S PAINTING & MORE LLC ("LEYVA) is a Florida profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing exterior paints and sealants, related components and accessories, and other related work for the construction of the residential villas.

93. LEYVA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

94. AMERICAN BUILDERS SUPPLY, INC. ("AMERICAN") is a foreign profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing windows and doors, related components and accessories, and other related work for the construction of the residential villas.

95. AMERICAN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

96. BUILDERS FIRSTSOURCE – FLORIDA, LLC ("BFF") is a foreign limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing windows and doors, related components and accessories, and other related work for the construction of the residential villas.

97. BFF owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

98. ROCKWELL BUILDING SYSTEMS, LLC ("ROCKWELL") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing framing, related components and accessories, and other related work for the construction of the residential villas.

99. ROCKWELL owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in

compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

100. The defendants identified in Paras. 86-99 are collectively referred to herein as the "VILLAS SUBCONTRACTORS."

FACTS COMMON TO ALL CLAIMS FOR RELIEF

101. As a result of all of the forgoing Defendants' conduct, the ASSOCIATION has been required to retain the services of the undersigned counsel to represent its interests in this action and is obligated to pay a reasonable fee for their services.

102. The ASSOCIATION has the responsibility to maintain the common areas, site improvements, infrastructure and amenities of the Subject Property. The ASSOCIATION also has the responsibility to maintain the villas, including, but not limited to, the villa exteriors and roofs.

103. The ASSOCIATION also has the duty to maintain the Subject Property by making all proper expenditures, where possible, for the Subject Property's upkeep and management.

104. MATTAMY controlled the ASSOCIATION until legal "turnover" of the ASSOCIATION to the owners of the Subject Property.

105. The causes of action alleged herein concern matters of common interest to the Subject Property and the ASSOCIATION's members.

106. The Defendants collectively undertook to plan, design, develop, construct, mass-produce, and market the Subject Property for sale to, and use of, the general public, including the ASSOCIATION, its members, and their predecessors in interest.

107. In so doing, Defendants failed to reasonably and adequately plan, develop, design, or construct the Subject Property.

108. The Florida Building Code ("FBC") is a law regulating construction in the jurisdiction.

109. As a direct result of the Defendants' collective and individual failures, the ASSOCIATION and its members have suffered, and continue to suffer, damages proximately caused by defects and deficiencies in the construction of the Subject Property, including, but not limited to, the defects and deficiencies set forth in **Exhibit A – "Sunrise Preserve Defects List"** attached hereto and incorporated herein by reference.

110. The defects and deficiencies listed in the attached **Exhibit A** are a violation of design, building, and construction practices and professional standards, the approved construction plans, industry standards, manufacturers' requirements, product specifications, and various governmental codes and restrictions, including, without limitation, the Florida Building Code as in effect at the time the Subject Property was constructed, as well as at the time it was inspected and sold to the public for residential use.

111. At all times material hereto, all of the defects, deficiencies, and building code violations were or should have been known to the Defendants.

112. The defects and deficiencies were not readily discoverable by the ASSOCIATION or its members through reasonable inspection at the time of purchase, and the ASSOCIATION and its members became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

113. The aggregate effect of the defects set forth above has caused, and will continue to cause, water-intrusion damage to other components of the roofs, walls and structural framing, and other components of buildings including, but not limited to, the building exteriors, building framing, building lath, weather resistive barrier, building sheathing and framing, interior and

exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas; damages to other property; damage to work of other trades; and undue risk of future damages throughout the Subject Property. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

114. In compliance with §558.004, Fla. Stat., the ASSOCIATION has served upon Defendants written notice (the "558 Notice") including statements that the notice was being given to satisfy the requirements of Ch. 558, Fla. Stat., and specifying in reasonable detail the common defects and damages and injuries to the units, common areas, and appurtenances that are the subject of the claims, and describing in reasonable detail the common causes of the common defects to the extent known, the nature and extent of the damages and injuries resulting from the defects to the extent known, and the location of each defect to the units, common areas, and appurtenances to the extent known.

115. The ASSOCIATION has complied with all requirements of §558, et seq., Fla. Stat., or such requirements have been waived by the parties.

COUNT 1 - VIOLATION OF BUILDING CODE AS TO AMENITIES AND VILLAS
(Against MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

116. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-68 and 82-115 above.

117. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

118. MATTAMY owed statutory and non-delegable duties to the ASSOCIATION and the individual unit owners pursuant to the Florida Building Code ("FBC") and §553.84, Florida Statutes, to construct all the buildings of the Subject Property in compliance with the FBC.

119. Further, to the extent MATTAMY utilized contractors, subcontractors and consultants to plan, design, and construct the Subject Property, MATTAMY, as the licensed general contractor, had a non-delegable duty to supervise their work.

120. As a result, MATTAMY is vicariously responsible for the negligent acts of their contractors, subcontractors and consultants, including, but not limited to, the negligent acts of the subcontractors or consultants so utilized. *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing Mills, 114 So. 2d 817); *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).

121. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

122. Moreover, MATTAMY also committed violations of the FBC as a result of their acts and omissions on the Subject Property during the construction and sale of the Subject Property.

123. MATTAMY's violations of the FBC include, but are not limited to, those defects identified in **Exhibit A, Sections II and III** and, to the extent the MATTAMY utilized subcontractors in performing their work then the MATTAMY is vicariously liable for those subcontractors' violation of the FBC.

124. The aggregate effect of the defects set forth above has caused, and will continue to cause, community-wide water-intrusion damage to other components of the roofs and other

components of the building including, but not limited to, the building exteriors, building framing, building lath, building sheathing, drywall, paint, interior and exterior finishes, and damage to site work, curbs, concrete slabs, and surrounding areas, and has created an undue risk of future damages throughout the Subject Property. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

125. MATTAMY knew or should have known that all of the violations alleged and described above existed.

126. As a direct and proximate result of the foregoing FBC violations by MATTAMY, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages, in an amount to be determined at trial, which damages exceed $50,000.00 and include, but are not limited to, the following:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

127. The foregoing FBC violations were both the legal and factual cause of the aforementioned damages.

128. As a result of the conduct of MATTAMY, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE the ASSOCIATION demands judgment against MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC for damages including, but not limited to, those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 2 – NEGLIGENCE, VICARIOUS LIABILITY AND DERIVATIVE LIABILITY
(Against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

129. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-128 above.

130. At all times material hereto, MATTAMY, individually, collectively, and through their agents, servants and employees, designed, developed, and constructed the Subject Property.

131. MATTAMY had non-delegable duties to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, designing, developing and constructing the Subject Property to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

132. MATTAMY breached their duty by negligently developing, designing, constructing, and selling the Subject Property, which has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

133. MATTAMY further breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

134. Further, to the extent MATTAMY utilized design professionals, contractors, and subcontractors to construct, plan and design the Subject Property, MATTAMY, as the licensed general contractor had a non-delegable duty to oversee their work and is vicariously responsible for the negligent acts of its design professionals, contractors, and subcontractors including, but not limited to, the AMENTIES DESIGN PROFESSIONALS, WINDWARD, the AMENITIES SUBCONTRACTORS, the INFRASTRUCTURE DESIGN PROFESSIONALS, the

INFRASTRUCTURE CONTRACTORS, FIELDSTONE, and the VILLAS SUBCONTRACTORS.

135. MATTAMY also breached its duties by negligently directing, instructing, sequencing, and coordinating the work of the AMENTIES DESIGN PROFESSIONALS, WINDWARD, the AMENITIES SUBCONTRACTORS, the INFRASTRUCTURE DESIGN PROFESSIONALS, the INFRASTRUCTURE CONTRACTORS, FIELDSTONE, and the VILLAS SUBCONTRACTORS, which failed to properly design and/or construct the Subject Property. These failures were due at least in part to the failures of MATTMAY to give proper direction and, instruction, and to properly sequence and coordinate the work.

136. As a result, MATTAMY is vicariously responsible for the negligent actions of its subcontractors and consultants, but not limited to, the negligent acts of its contractors, subcontractors or consultants so utilized. *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing *Mills*, 114 So. 2d 817); *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).

137. MATTAMY's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

138. As a direct and proximate result of MATTAMY's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and

deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to, the damages alleged **in Exhibit A** and Paragraph 126 above.

WHEREFORE the ASSOCIATION demands judgment against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use, moving, and temporary replacement housing costs during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 3 – BREACH OF IMPLIED WARRANTY
(Against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

139. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-138 above.

140. At all times material hereto, MATTAMY, individually, collectively, and through its agents, servants and employees, designed, developed, and constructed the Subject Property.

141. MATTAMY impliedly warranted to the Association and its members that the buildings and improvements comprising the Subject Property were reasonably fit for their intended purpose and merchantable, and that the buildings and improvements were designed and constructed in accordance with the plans and specifications as filed as a matter of public record, building code, and with good design, engineering, and construction practices and, to the extent the

MATTAMY utilized subcontractors in performing their work then the MATTAMY is vicariously liable for those subcontractors' breach of the implied warranty.

142. MATTAMY breached the implied warranties by failing, in designing or constructing the buildings and improvements, to comply 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 Subject Property contains defects and deficiencies.

143. 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, and they are latent defects and deficiencies to the owners 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 units in the Subject Property.

144. As a direct and proximate result of MATTAMY's breach of the implied warranties, the ASSOCIATION, through the assessment of its members, will be required to expend large sums of money for the repair of the defects and deficiencies and maintenance of the property, building and improvements, and for damages caused thereby.

145. As a result of the foregoing breaches of implied warranties, the ASSOCIATION and its members have been damaged and injured as alleged in **Exhibit A, Sections II and III**, and Paragraph 126 above, and elsewhere herein. Damages, in the amount to be determined at trial, are in excess of $50,000.00.

WHEREFORE the ASSOCIATION demands judgment against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC,

and MATTAMY SARASOTA, LLC, for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 4 - VIOLATION OF BUILDING CODE
(Against WINDWARD)

146. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 33-68 and 101-115 above.

147. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building-code violation.

148. WINDWARD owed a non-delegable duty to the ASSOCIATION and its members, pursuant to the Florida Building Code and §553.84, Florida Statutes, to properly supervise, direct, oversee, sequence and coordinate the AMENITIES SUBCONTRACTORS, and to construct the Subject Property in compliance with the Florida Building Code.

149. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable Florida Building Code ("FBC"), and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

150. WINDWARD's violations of the FBC include, but are not limited to, causing the defects described in **Exhibit A, Section II** and, to the extent the WINDWARD utilized subcontractors in performing their work then the WINDWARD is vicariously liable for those subcontractors' violation of the FBC.

151. The aggregate effect of the defects set forth above has caused, and will continue to cause, water-intrusion damage to other components of the roofs and other components of the building including, but not limited to the building exteriors, building framing, building lath, building sheathing, drywall, paint, interior and exterior finishes, and has created an undue risk of future damages throughout the Subject Property. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

152. WINDWARD knew or should have known that all of the violations alleged and described above existed.

153. As a result of the foregoing FBC violations, the ASSOCIATION and its members have been damaged and injured. Damages, in an amount to be determined at trial, are in excess of $50,000.00 and continuing, and include, but are not limited to:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

154. The foregoing FBC violations were both the legal and factual cause of the aforementioned damages.

155. As a result of the conduct of WINDWARD, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE the ASSOCIATION demands judgment against WINDWARD for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 5 – NEGLIGENCE AND VICARIOUS LIABILITY
(Against the WINDWARD)

156. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 33-68, 101-115 and 147-155 above.

157. At all times material hereto, WINDWARD was responsible for directing, sequencing, coordinating, and instructing the AMENITIES SUBCONTRACTORS in the construction of the Subject Property.

158. WINDWARD had a non-delegable duty to the ASSOCIATION and its members to use reasonable care during his activities throughout construction of the Subject Property.

159. WINDWARD had a duty to use reasonable care to properly instruct, direct, sequence, and coordinate the work of the AMENITIES SUBCONTRACTORS, including, but not limited to, ensuring that the AMENITIES SUBCONTRACTORS constructed the Subject 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.

160. WINDWARD breached its duties by negligently directing, instructing, sequencing, and coordinating the work of the AMENITIES SUBCONTRACTORS, which failed to properly construct the Subject Property, which failures were due at least in part to the failures of WINDWARD to give proper direction, instruction, and oversight, and to properly sequence and coordinate the AMENITIES SUBCONTRACTORS' work.

161. WINDWARD's actions have caused and will continue to cause, damage to the Subject Property, including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

162. WINDWARD further breached his duty by failing to ensure compliance with at least the minimum requirements of the applicable codes and standards, and by failing to ensure construction of the Subject Property was constructed in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

163. WINDWARD's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

164. As a direct and proximate result of WINDWARD's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to the damages alleged in **Exhibit A, Section II**, and All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

a. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

b. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

c. All costs to repair defects that may cause future resulting damages;

d. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

e. Damages for stigma, and diminution in value as a result the defects and resulting damages;

f. Incidental and consequential damages caused by the defects alleged herein;

g. All costs incurred to prosecute this lawsuit; and

h. Pre- and post-judgment interest.

WHEREFORE the ASSOCIATION demands judgment against WINDWARD for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages,

including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 6 – BREACH OF IMPLIED WARRANTY
(Against WINDWARD)

165. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-68 and 101-115 above.

166. At all times material hereto, WINDWARD, individually, collectively, and through its agents, servants and employees, designed, developed, and constructed the Subject Property.

167. WINDWARD impliedly warranted to the Association and its members that the buildings and improvements comprising the Subject Property were reasonably fit for their intended purpose and merchantable, and that the buildings and improvements were designed and constructed in accordance with the plans and specifications as filed as a matter of public record, building code, and with good design, engineering, and construction practices and, to the extent the WINDWARD utilized subcontractors in performing their work then the WINDWARD is vicariously liable for those subcontractors' breach of the implied warranty.

168. WINDWARD breached the implied warranties by failing, in designing or constructing the buildings and improvements, to comply 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 Subject Property contains defects and deficiencies.

169. 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, and they are latent defects and deficiencies to the owners 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 units in the Subject Property.

170. As a direct and proximate result of WINDWARD's breach of the implied warranties, the ASSOCIATION, through the assessment of its members, will be required to expend large sums of money for the repair of the defects and deficiencies and maintenance of the property, building and improvements, and for damages caused thereby.

171. As a result of the foregoing breaches of implied warranties, the ASSOCIATION and its members have been damaged and injured as alleged in **Exhibit A, Section II**, and including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE the ASSOCIATION demands judgment against WINDWARD for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre-judgment interest, trial by jury, and any other relief the Court deems just and proper

COUNT 7 - BREACH OF FLORIDA BUILDING CODE
(Against AMENITIES DESIGN PROFESSIONALS)

172. The ASSOCIATION repeats and re-alleges paragraphs 1-13, 25-32 and 101-115 above.

173. Pursuant to Section 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a violation of the Florida Building Code and Part IV of Ch. 553.84, *Florida Statutes*.

174. The AMENITIES DESIGN PROFESSIONALS were architects of record for the Subject Property and provided professional architectural services for the Subject Property and, as such, designed, inspected, and approved the Subject Property and its related improvements.

175. The AMENITIES DESIGN PROFESSIONALS actively participated in the design and construction of the Subject Property, directly supervised and/or influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

176. Throughout the design, inspection, and approval of the Subject Property, the AMENITIES DESIGN PROFESSIONALS were under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Community and related improvements 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.

177. The operative construction set of approved plans for the Subject Property are stamped and permitted by the building department as approved under the applicable Florida Building Code, and these approved plans therefore incorporated by reference into the operative codes for construction of the Community and common elements.

178. The AMENITIES DESIGN PROFESSIONALS violated the Florida Building Code as set forth in **Exhibit A, Section II** and, to the extent the AMENITIES DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the AMENITIES DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' violation of the FBC.

179. As the architects of record for the Subject Property, the AMENITIES DESIGN PROFESSIONALS knew or should have known that building-code violations existed.

180. As a direct and proximate result of the AMENITIES DESIGN PROFESSIONALS violations of Section 553.84, *Florida Statutes,* omissions, and breach of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

181. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE the ASSOCIATION demands judgment against each of the AMENITIES DESIGN PROFESSIONALS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 8 - PROFESSIONAL NEGLIGENCE
(Against the AMENITIES DESIGN PROFESSIONALS)

182. The Association re-alleges paragraphs 1-13, 25-32, 101-115 and 173-181 above.

183. The AMENITIES DESIGN PROFESSIONALS were architects of record for the Subject Property and/or related improvements and provided architectural services for the Community.

184. The AMENITIES DESIGN PROFESSIONALS owed a duty to the Association and its members to provide its professional 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, to the extent the AMENITIES DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the AMENITIES DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' breach of the duty.

185. The AMENITIES DESIGN PROFESSIONALS breached the above-mentioned duties during the design and construction of the Community and related improvements in that (i) the AMENITIES DESIGN PROFESSIONALS' performance of their architectural services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its construction administration services were not within the standard of care used by similar professionals under similar circumstance

186. As a direct and proximate result of the AMENITIES DESIGN PROFESSIONALS's professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section II**, and including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against each of the AMENITIES SUBCONTRACTORS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 9 - VIOLATION OF BUILDING CODE
(Against the AMENITIES SUBCONTRACTORS)

187. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 38-68 and 101-115 above.

188. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building code violation.

189. The AMENITIES SUBCONTRACTORS owed a statutory duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to construct all the common elements and buildings at the Subject Property in compliance with the FBC.

190. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and

these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

191. The AMENITIES SUBCONTRACTORS violated the FBC by improper construction and installation of their respective scopes of work as alleged herein and, to the extent the AMENITIES SUBCONTRACTORS utilized sub-subcontractors in performing their work then the AMENITIES SUBCONTRACTORS are vicariously liable for those sub-subcontractors' violation of the FBC.

192. The AMENITIES SUBCONTRACTORS' FBC violations in performing their respective scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in **Exhibit A, Section II** herein, and have damaged and will continue to damage other property, and the work of other trades.

193. The AMENITIES SUBCONTRACTORS knew or should have known that the violations alleged and described above existed.

194. As a result of the foregoing FBC violations, the ASSOCIATION and its members have been damaged and injured. Damages, in an amount to be determined at trial, are in excess of $50,000.00 and continuing, and include, but are not limited to:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

195. The foregoing FBC violation was both the legal and factual cause of the aforementioned damages.

196. As a result of the conduct of the AMENITIES SUBCONTRACTORS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, the ASSOCIATION demands judgment against each of the AMENITIES SUBCONTRACTORS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 10 - NEGLIGENCE
(Against the AMENITIES SUBCONTRACTORS)

197. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 38-68, 101-115 and 188 -196 above.

198. At all times material hereto, the AMENITIES SUBCONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

199. The AMENITIES SUBCONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their respective scopes of work to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the AMENITIES SUBCONTRACTORS utilized sub-subcontractors in performing their work then the AMENITIES SUBCONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

200. The AMENITIES SUBCONTRACTORS breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, industry standards, contract documents, and manufacturers' recommendations for the Subject Property, including, but not limited to, those defects and deficiencies identified in **Exhibit A, Section II**.

201. The AMENITIES SUBCONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 126 above, and have damaged and will continue to damage other property, and the work of other trades.

202. The AMENITIES SUBCONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

203. As a direct and proximate result of the AMENITIES SUBCONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against each of the AMENITIES SUBCONTRACTORS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 11 - PROFESSIONAL NEGLIGENCE
(Against the INFRASTRUCTURE DESIGN PROFESSIONALS)

204. The Association re-alleges paragraphs 1-13, 69-76 and 101-115 above.

205. The INFRASTRUCTURE DESIGN PROFESSIONALS were civil engineers of record for the Subject Property and/or related improvements and provided professional engineering services for the Subject Property.

206. The INFRASTRUCTURE DESIGN PROFESSIONALS owed a duty to the Association and its members to provide its professional 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 design standards, permit conditions, manufacturers' recommendations, and industry standards in effect at the time of construction and, to the extent the INFRASTRUCTURE DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the INFRASTRUCTURE DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' breach of the duty.

207. The INFRASTRUCTURE DESIGN PROFESSIONALS breached the above-mentioned duties during the design and construction of the Subject Property and related improvements in that (i) the INFRASTRUCTURE DESIGN PROFESSIONALS' performance of their engineering services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its construction

administration services were not within the standard of care used by similar professionals under similar circumstance

208. As a direct and proximate result of the INFRASTRUCTURE DESIGN PROFESSIONALS's professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section I**, and including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against each of the INFRASTRUCTURE DESIGN PROFESSIONALS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just

and proper.

COUNT 12 - NEGLIGENCE
(Against the INFRASTRUCTURE CONTRACTORS)

209. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 77-81 and 101-115 above.

210. At all times material hereto, the INFRASTRUCTURE CONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

211. The INFRASTRUCTURE CONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their scope of work to at least the minimum requirements of the applicable building codes, regulatory codes, plans and specifications, permit conditions, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the INFRASTRUCTURE CONTRACTORS utilized sub-subcontractors in performing their work then the INFRASTRUCTURE CONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

212. The INFRASTRUCTURE CONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 105 above, and have damaged and will continue to damage other property, and the work of other trades.

213. The INFRASTRUCTURE CONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

214. As a direct and proximate result of the INFRASTRUCTURE CONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of

money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against each of the INFRASTRUCTURE CONTRACTORS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 13 - BREACH OF FLORIDA BUILDING CODE
(Against FIELDSTONE)

215. The Association re-alleges paragraphs 1-13, 82-85 and 101-115 above.

216. Pursuant to Section 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a violation of the Florida Building Code and Part IV of Ch. 553.84, *Florida Statutes*.

217. FIELDSTONE were architects of record for the Subject Property and provided professional architectural services for the Subject Property and, as such, designed, inspected, and approved the Subject Property and its related improvements.

218. FIELSTONE actively participated in the design and construction of the Subject Property, directly supervised and/or influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

219. Throughout the design, inspection, and approval of the Subject Property, FIELDSTONE was under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Community and related improvements 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.

220. The operative construction set of approved plans for the Subject Property are stamped and permitted by the building department as approved under the applicable Florida Building Code, and these approved plans therefore incorporated by reference into the operative codes for construction of the Community and common elements.

221. FIELDSTONE violated the Florida Building Code as set forth in **Exhibit A, Section III** and, to the extent the FIELDSTONE utilized sub-subcontractors in performing their work then the FIELDSTONE is vicariously liable for those sub-subcontractors' violation of the FBC.

222. As the architects of record for the Subject Property, FIELDSTONE knew or should have known that building-code violations existed.

223. As a direct and proximate result of FIELDSTONE'S violations of Section 553.84, *Florida Statutes,* omissions, and breach of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

224. The Association's damages, in an amount to be determined at trial, exceed $50,000.00.

WHEREFORE, the ASSOCIATION demands judgment against FIELDSTONE for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary

replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 14 - PROFESSIONAL NEGLIGENCE
(Against FIELDSTONE)

225. The Association re-alleges paragraphs 1-13, 82-85, 101-115 and 215-223 above.

226. FIELDSTONE was the architect of record for the Subject Property and/or related improvements and provided professional architectural services for the Subject Property.

227. FIELDSTONE owed a duty to the Association and its members to provide its professional 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 design standards, permit conditions, manufacturers' recommendations, and industry standards in effect at the time of construction and, to the extent the FIELDSTONE utilized sub-subcontractors in performing their work then the FIELDSTONE is vicariously liable for those sub-subcontractors' breach of the duty.

228. FIELDSTONE breached the above-mentioned duties during the design and construction of the Subject Property and related improvements in that (i) the FIELDSTONE'S performance of their architectural services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its

construction administration services were not within the standard of care used by similar professionals under similar circumstance.

229. As a direct and proximate result of FIELDSTONE'S professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section III**, and including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against FIELDSTONE for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any

other relief the court deems just and proper.

COUNT 15 - VIOLATION OF BUILDING CODE
(Against the VILLAS SUBCONTRACTORS)

230. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13 and 86-115 above.

231. Pursuant to Florida Statutes §553.84, on behalf of its members, the ASSOCIATION has a private right of action for any damages resulting from a building code violation.

232. The VILLAS SUBCONTRACTORS owed a statutory duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to construct all the common elements and buildings at the Subject Property in compliance with the FBC.

233. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

234. The VILLAS SUBCONTRACTORS violated the FBC by improper construction and installation of their respective scopes of work as alleged herein and, to the extent the VILLAS SUBCONTRACTORS utilized sub-subcontractors in performing their work then the VILLAS SUBCONTRACTORS are vicariously liable for those sub-subcontractors' violation of the FBC.

235. The VILLAS SUBCONTRACTORS' FBC violations in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in **Exhibit A, Section III** herein, and have damaged and will continue to damage other property, and the work of other trades.

236. The VILLAS SUBCONTRACTORS knew or should have known that the violations alleged and described above existed.

237. As a result of the foregoing FBC violations, the ASSOCIATION and its members have been damaged and injured. Damages, in an amount to be determined at trial, are in excess of $50,000.00 and continuing, and include, but are not limited to

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

238. The foregoing FBC violation was both the legal and factual cause of the aforementioned damages.

239. As a result of the conduct of the VILLAS SUBCONTRACTORS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, the ASSOCIATION demands judgment against each of the VILLAS

SUBCONTRACTORS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 16 - NEGLIGENCE
(Against the VILLAS SUBCONTRACTORS)

240. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 86-115 and 230-238 above.

241. At all times material hereto, the VILLAS SUBCONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

242. The VILLAS SUBCONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their scope of work to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the VILLAS SUBCONTRACTORS utilized sub-subcontractors in performing their work then the VILLAS SUBCONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

243. The VILLAS SUBCONTRACTORS breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, industry

standards, contract documents, and manufacturers' recommendations for the Subject Property, including, but not limited to, those defects and deficiencies identified in **Exhibit A, Section III**.

244. The VILLAS SUBCONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 126 above, and have damaged and will continue to damage other property, and the work of other trades.

245. The VILLAS SUBCONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

246. As a direct and proximate result of the VILLAS SUBCONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

a. All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

b. All costs to repair, and oversee the future repairs of, the defects and the resulting damages to the Subject Property;

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

d. All costs to repair defects that may cause future resulting damages;

e. Loss of use, storage, moving, and temporary housing costs caused by the defects and required during repairs;

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

g. Incidental and consequential damages caused by the defects alleged herein;

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against each of the VILLAS SUBCONTRACTORS for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages, including, but not limited to, loss of use and temporary replacement housing during repairs, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to all issues so triable.

Dated: August 20, 2025

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Counsel for Plaintiff, Sunrise Preserve Homeowners Association, Inc..

EXHIBIT A

SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC.
DEFECTS LIST

I. Site Civil Improvements:

a. Roads:
   i. Improper design of roads
   ii. Improper installation of roads
   iii. Damaged asphalt
   iv. Cracked asphalt
   v. Asphalt depressions
   vi. Ponding water
   vii. Stained and discolored asphalt

b. Sidewalks:
   i. Improper design of sidewalks
   ii. Improper installation of sidewalks
   iii. Cracking and gouges in sidewalks
   iv. Displacement of sidewalks
   v. Damaged and missing sidewalk sections
   vi. Tripping conditions
   vii. Sidewalks not meeting ADA safety standards
   viii. Missing sidewalks at outside buffer perimeter of subdivision
   ix. Missing or damaged detectable warning surfaces at ramps

c. Traffic signs:
   i. Improper installation of traffic signs
   ii. Traffic signs leaning or collapsed

d. Stormwater Drainage:
   i. Improper installation and maintenance of stormwater drainage structures
   ii. Control structures in preserve area covered with vegetation
   iii. Ponding water in curb gutters
   iv. Damaged and cracked curb gutters
   v. Rutted drainage swales
   vi. Drainage swales not properly graded
   vii. Ponding water in drainage swales
   viii. Ponding water between lots

ix. Ponding and stagnant water in drainage area behind Hope Sound
x. Erosion at lake banks
xi. Lake banks not properly sloped or excessively sloped
xii. Missing or dead littoral zone vegetation

e. Perimeter Walls/Fencing:
i. Improper installation of perimeter concrete walls
ii. Concrete cracking at walls
iii. Stucco cracking at walls
iv. Improper installation and maintenance of retaining walls
v. Paver retaining walls are failing
vi. Unadhered pavers
vii. Retaining walls overgrown with vegetation
viii. No pedestrian railings installed on retaining walls as per plans
ix. Improper installation and maintenance of vinyl perimeter fencing.
x. Vinyl perimeter fencing is damage and falling over
xi. Vinyl perimeter fencing is stained with mold and mildew
xii. Vinyl perimeter fencing missing and not installed as per plans
xiii. Berm sloping at perimeter fencing and retaining walls exceeds planned slope

f. Irrigation
i. Improper design of irrigation system
ii. Improper installation of irrigation system
iii. Irrigation main lines blown out
iv. Decoders not wired correctly
v. Decoders not properly grounded
vi. Irrigation main lines not installed where shown on plans
vii. Irrigation pump station not properly installed
viii. Irrigation pump station wiring not properly sealed
ix. Irrigation pump station wiring not enclosed within conduit
x. Soil erosion at pump station main irrigation lines
xi. Fault in wiring of irrigation system blue controller
xii. Lack of adequate lightning protection and grounding for irrigation electrical wiring

g. Miscellaneous:
i. Soil erosion at perimeter fencing
ii. Soil erosion at south end of tennis courts

II. Amenities:

a. Entry Monuments and Fountains
   i. Improper design of entry monument fountains
   ii. Improper installation of entry monument fountains
   iii. Stucco cracking at fountains
   iv. North entry monument fountain structurally unsound
   v. Structural damage and cracking wall sections at north entry monument
   vi. Failing expansion joints at north entry monument fountain
   vii. Excessive settlement and movement of foundation system at north entry monument fountain
   viii. Stucco cracks inside both entry monument fountain pools
   ix. Failed recirculation pumps at entry monument fountain pools
   x. Algae growth and calcium buildup at entry monument fountain pools
   xi. Staining and discoloration of entry monument fountain pools
   xii. Electrical junction boxes for entry monument lighting not installed according to plans
   xiii. Entry monument lighting has failed

b. Entry Monument Columns
   i. Improper installation of entry monument columns
   ii. Stucco cracks at entry monument columns
   iii. Mold and mildew growth at entry monument columns

c. Gatehouse and Entrances:
   i. Improper installation of gatehouse windows
   ii. Gatehouse windows not properly sealed or caulked
   iii. Improper installation of exterior stucco cladding system
   iv. Stucco is cracking
   v. Improper installation of electrical penetrations
   vi. Electrical penetrations left unsealed
   vii. Improper installation and maintenance of swing gates
   viii. Rusted and corroded swing gates and gate hardware

d. Clubhouse:
   i. Improper grading around clubhouse
   ii. Soils around clubhouse foundation are eroding

iii. Improper installation of roofing system
iv. Cracked and displaced roofing tiles
v. Exposed underlayment
vi. Cracked mortar and ridge tiles
vii. Ridge tiles not fully set into mortar or adhesive contrary to plans
viii. Improper installation of window systems
ix. Windows not caulked or sealed
x. Window sealants and caulks failing
xi. Improper installation of exterior stucco cladding
xii. Stucco is cracking
xiii. Improper installation of interior doors
xiv. Excessive gaps at interior doors
xv. Improper installation of HVAC system
xvi. Plans called for one 11-ton unit, but a 10-ton unit installed instead serving the fitness room
xvii. Fitness room unit is undersized and does not properly cool the room
xviii. Yoga room thermostat is not operations
xix. Clubroom heating system does not operate
xx. Clubroom thermostat not wired correctly
xxi. Clubroom secondary heat exchanger not functioning
xxii. Refrigerant suction line insulation is cracked and damaged
xxiii. Improper installation of plumbing system
xxiv. Insulation not installed on hot water and return piping contrary to plans
xxv. Improper installation of fire sprinkler and suppression system
xxvi. Fire sprinkler system not properly tagged
xxvii. Rusting and corrosion at surface and hardware of fire backflow preventer

e. Pool/Spa:
i. Improper installation and maintenance of pool equipment
ii. Pool equipment enclosure lift struts corroded or missing
iii. Pool and spa heater components corroded or rusting
iv. Improper installation of deck pavers
v. Deck pavers are settling and displaced
vi. Improper installation and maintenance of pool perimeter fencing
vii. Pool fencing pickets are damaged
viii. Composite fencing surround pool equipment is leaning and unstable

f. Recreation Courts:
i. Improper installation and maintenance of court surfaces
ii. Delamination of coating at tennis court

iii. Crack in pickleball court surface
iv. Warped composite boards at bocce court
v. Insufficient spacing of composite boards at bocce court to allow for expansion and contraction

g. Miscellaneous
i. Improper installation and maintenance of grills
ii. Improper installation and maintenance of mailbox kiosks
iii. Finishes on grills and mailbox pedestals is failing or rusted
iv. Improper installation of landscape lighting at subdivision entrance
v. Entry landscape lighting not operational due to shorts in wiring

III. Residential Villas:

a. Roofs:
i. Improper design of villas roofing systems
ii. Improper installation of villa roofing systems
iii. Unsecured and broken roof tiles and rake tiles
iv. Underlayment is torn, cut and missing
v. Unsealed and missing diverters at confined rake termination of "L" flashing
vi. Unsealed "L" flashing lap
vii. Missing tile roof headwall flashing
viii. Valley flashing not extended past drip edge
ix. Improperly sealed underside of roof vent
x. Lead flashing improperly folded into vent pipe
xi. Water leaks and water intrusion from roofs

b. Stucco:
i. Improper design of villas exterior stucco cladding system
ii. Improper installation of villas exterior stucco cladding system
iii. Lack of isolation/improper application of stucco window/door sealant
iv. Unsealed penetration
v. Stucco improperly bonded to substrate
vi. Lack of binding agent on precast concrete
vii. Inadequate separation between stucco and dissimilar materials
viii. Villas stucco is cracked

c. Windows:
i. Improper design of window systems
ii. Improper installation of window systems

iii. Window/wall assembly fails AAMA 501.2 wand spray test
iv. Inadequate/improper window buck installation
v. Window installed out of square

d. Cement Fiber Board Siding:
   i. Improper design of cement fiber board siding system
   ii. Improper installation of cement fiber board siding system
   iii. Lack of separation between siding trim and window frame

e. Sitework:
   i. Failed retaining wall
   ii. Missing or inadequate drainage area
   iii. Settlement of pavers

EXHIBT 6

MOTION TO TRANSFER VENUE

Mattamy Homes

List of States where Fieldstone A&E. LLC has creditors and number of creditors in each state

		Number of Scheduled Creditors				
Ref #	State	Schedule D	Schedule E/F-Priority	Schedule E/F-Nonpriority	Totals	%
1	Alabama		2	1	3	0.92%
2	Arizona		2	5	7	2.15%
15	California			5	5	1.54%
25	Colorado			1	1	0.31%
3	Florida		1	109	110	33.85%
4	Georgia		2	5	7	2.15%
18	Illinois			3	3	0.92%
20	Indiana			2	2	0.62%
6	Iowa		2		2	0.62%
16	Maryland			1	1	0.31%
7	Michigan		3	98	101	31.08%
8	Minnesota		2	1	3	0.92%
14	Nevada			3	3	0.92%
21	New Jersey			3	3	0.92%
27	New Mexico			1	1	0.31%
9	North Carolina	1	2	13	16	4.92%
19	Ohio			3	3	0.92%
22	Oklahoma			1	1	0.31%
24	Oregon			19	19	5.85%
5	Pennsylvania		1		1	0.31%
10	South Carolina		2	8	10	3.08%
17	Tennessee			2	2	0.62%
11	Texas		1	10	11	3.38%
23	Virginia			7	7	2.15%
26	Washingon			1	1	0.31%
12	Washington DC		1		1	0.31%
13	Wisconsin			1	1	0.31%
	TOTALS	1	21	303	325	100.00%

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EXHIBIT 7

MOTION TO TRANSFER VENUE

Executive Client Briefing
Florida Multifamily Risk and Chapter 11 Reorganization

Executive takeaway: Fieldstone believes Florida multifamily exposure has become disproportionately risky relative to the revenue it generates. The company is therefore using a court-supervised Chapter 11 process to isolate and address that exposure, preserve unaffected operations, and create a controlled transition for impacted work.

1. Situation Overview

Fieldstone's position is that the legal and insurance environment for Florida multifamily work has changed materially. What was once a manageable segment of the business has become a concentrated source of long-tail risk, particularly for attached product types such as condominiums and townhouses.

The company does not view this as a single-case issue. It views it as an industry-wide substantive shift driven by a more aggressive claims environment, a less supportive insurance market, and increasing exposure for design professionals.

2. Why the Risk Has Increased

Several developments have converged. Florida's Chapter 558 framework was originally intended to reduce litigation through notice and an opportunity to repair, and later amendments added protections for design professionals. However, in Fieldstone's judgment, the legal climate shifted significantly after the Surfside condominium collapse in June 2021.

Since then, the company believes that courts are holding architects and engineers to higher standards, professionals are more frequently named individually, and historical assumptions about safer attached product categories are no longer holding up in practice.

At the same time, claim behavior has become more difficult to resolve economically. Fieldstone's view is that certain plaintiff-side approaches are expanding the size and duration of disputes, reducing the likelihood of good-faith resolution within insurance limits, and increasing the odds that one matter turns into multiple claims.

3. Why This Matters Financially

The issue is not simply that claims exist. The issue is that the cost, volatility, and duration of defending them are no longer aligned with the revenue associated with the work. Fieldstone stated that Florida multifamily represents approximately five percent of company revenue, yet the legal and insurance burden tied to that portfolio has grown beyond what the economics justify.

Insurance conditions reinforce that imbalance. Carrier exits, rising premiums, second-tier replacement options, and deductibles at risk have made the business harder to defend and harder to insure. In addition, some master service agreement defense provisions are effectively uninsurable, further widening the gap between contractual risk and practical protection.

4. Why Fieldstone Is Acting Now

Fieldstone's own legal-matter trend made clear that the problem was accelerating. The company described activity was relatively stable in 2022 and 2023, elevated in 2024, and exponential in 2025. That progression led management to conclude that early action was preferable to allowing multifamily exposure to pressure healthier parts of the enterprise.

This is therefore a proactive risk-containment decision. The objective is to preserve capital, protect the company's single-family and amenity work, and avoid allowing one narrow but volatile segment of the portfolio to destabilize the broader platform.

5. Strategic Decision

Fieldstone has chosen to pursue a court-supervised Chapter 11 reorganization. Management's position is that Chapter 11 is the appropriate tool to address a defined business challenge in a structured way while continuing normal operations across unaffected parts of the company.

The purpose of the filing is not to unwind the business. It is to isolate and manage Florida multifamily exposure, preserve continuity where the company remains strategically committed, and position the enterprise to emerge with a narrower but more durable risk profile.

6. What Clients Should Expect

Clients should expect Fieldstone to continue focusing on unaffected operations while working cooperatively to transition impacted Florida multifamily work. The company's message is that it intends to remain a stable partner for work outside the excluded risk category and to handle the transition in an orderly, transparent way.

Fieldstone expects affected clients to select a new design professional for Florida multifamily design, production, and field efforts. Fieldstone, in turn, intends to support the transfer of work product, identify mastered communities, and coordinate project-specific notifications or professional-change steps where required.

7. Go-Forward Model

The go-forward model is straightforward: preserve unaffected production, exclude Florida multifamily from future work under revised agreements, and redirect long-term growth toward business lines and geographies with a more sustainable risk-return profile.

Fieldstone also intends to execute revised master service agreements upon filing so that unaffected work can continue under clean contractual terms. Those agreements are expected to state expressly that Florida multifamily work (i.e. townhouses or condos) is excluded and defense obligations for professional liability claims are not required.

8. Near-Term Action Plan

Priority	Action	Lead	Outcome
1	File for Chapter 11 reorganization on the planned timetable (July 1).	Fieldstone	Create structured path to address Florida multifamily exposure.
2	Align with clients on transition of affected Florida multifamily work.	Client + Fieldstone	Avoid project disruption and define replacement professional coverage.
3	Support work-product transfer and project-by-project handoff needs.	Fieldstone	Enable orderly continuity for impacted communities.
4	Execute revised master service agreements for unaffected work.	Client + Fieldstone	Maintain clean continuation of go-forward production.

9. Bottom Line

Fieldstone's executive message is that Florida multifamily risk has become disproportionate, increasingly uninsurable in practice, and inconsistent with the long-term stability of the enterprise. The Chapter 11 process is being used to address that issue before it compromises healthier parts of the business.

From a client perspective, the core implications are clear: impacted Florida multifamily work will transition, unaffected work is intended to continue under revised terms, and the company expects to emerge more focused, more stable, and better aligned with a sustainable operating model.

EXHIBIT 8

MOTION TO TRANSFER VENUE

Select Year: 2026 Go

The 2026 Florida Statutes

Title XXXIII
REGULATION OF TRADE, COMMERCE, INVESTMENTS, AND SOLICITATIONS

Chapter 558
CONSTRUCTION DEFECTS

View Entire Chapter

CHAPTER 558
CONSTRUCTION DEFECTS

558.001 Legislative findings and declaration.
558.002 Definitions.
558.003 Action; compliance.
558.0035 Design professionals; contractual limitation on liability.
558.004 Notice and opportunity to repair.
558.005 Contract provisions; application.

558.001 Legislative findings and declaration.—The Legislature finds that it is beneficial to have an alternative method to resolve construction disputes that would reduce the need for litigation as well as protect the rights of property owners. An effective alternative dispute resolution mechanism in certain construction defect matters should involve the claimant filing a notice of claim with the contractor, subcontractor, supplier, or design professional that the claimant asserts is responsible for the defect, and should provide the contractor, subcontractor, supplier, or design professional, and the insurer of the contractor, subcontractor, supplier, or design professional, with an opportunity to resolve the claim through confidential settlement negotiations without resort to further legal process.

History.—s. 1, ch. 2003-49; s. 1, ch. 2004-342; s. 1, ch. 2006-281; s. 1, ch. 2015-165.

558.002 Definitions.—As used in this chapter, the term:

(1) "Action" means any civil action or arbitration proceeding for damages or indemnity asserting a claim for damage to or loss of real or personal property caused by an alleged construction defect, but does not include any administrative action or any civil action or arbitration proceeding asserting a claim for alleged personal injuries arising out of an alleged construction defect.

(2) "Association" has the same meaning as in s. 718.103, s. 719.103(2), s. 720.301(9), or s. 723.075.

(3) "Claimant" means a property owner, including a subsequent purchaser or association, who asserts a claim for damages against a contractor, subcontractor, supplier, or design professional concerning a construction defect or a subsequent owner who asserts a claim for indemnification for such damages. The term does not include a contractor, subcontractor, supplier, or design professional.

(4) "Completion of a building or improvement" means issuance of a certificate of occupancy, whether temporary or otherwise, that allows for occupancy or use of the entire building or improvement, or an equivalent authorization issued by the governmental body having jurisdiction. In jurisdictions where no certificate of occupancy or equivalent authorization is issued, the term means substantial completion of construction, finishing, and equipping of the building or improvement according to the plans and specifications.

(5) "Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, supervision, observation of construction, or construction, repair, alteration, or remodeling

of real property resulting from:

(a) Defective material, products, or components used in the construction or remodeling;

(b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;

(c) A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or

(d) A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

(6) "Contractor" means any person, as defined in s. 1.01, that is legally engaged in the business of designing, developing, constructing, manufacturing, repairing, or remodeling real property.

(7) "Design professional" means a person, as defined in s. 1.01, who is licensed in this state as an architect, a landscape architect, an engineer, a surveyor, or a geologist or who is a registered interior designer, as defined in s. 481.203.

(8) "Real property" or "property" means land that is improved and the improvements on such land, including fixtures, manufactured housing, or mobile homes and excluding public transportation projects.

(9) "Service" means delivery by certified mail with a United States Postal Service record of evidence of delivery or attempted delivery to the last known address of the addressee, by hand delivery, or by delivery by any courier with written evidence of delivery.

(10) "Subcontractor" means a person, as defined in s. 1.01, who is a contractor who performs labor and supplies material on behalf of another contractor in the construction or remodeling of real property.

(11) "Supplier" means a person, as defined in s. 1.01, who provides only materials, equipment, or other supplies for the construction or remodeling of real property.

History.—s. 2, ch. 2003-49; s. 2, ch. 2004-342; s. 31, ch. 2004-345; s. 27, ch. 2004-353; s. 109, ch. 2005-2; s. 2, ch. 2006-281; s. 1, ch. 2009-203; s. 1, ch. 2013-28; s. 2, ch. 2015-165; s. 82, ch. 2020-160; s. 18, ch. 2023-203.

558.003 Action; compliance.—A claimant may not file an action subject to this chapter without first complying with the requirements of this chapter. If a claimant files an action alleging a construction defect without first complying with the requirements of this chapter, on timely motion by a party to the action the court shall stay the action, without prejudice, and the action may not proceed until the claimant has complied with such requirements. The notice requirement is not intended to interfere with an owner's ability to complete a project that has not been substantially completed. The notice is not required for a project that has not reached the stage of completion of the building or improvement.

History.—s. 3, ch. 2003-49; s. 3, ch. 2004-342; s. 2, ch. 2009-203.

558.0035 Design professionals; contractual limitation on liability.—

(1) A design professional employed by a business entity or an agent of the business entity is not individually liable for damages resulting from negligence occurring within the course and scope of a professional services contract if:

(a) The contract is made between the business entity and a claimant or with another entity for the provision of professional services to the claimant;

(b) The contract does not name as a party to the contract the individual employee or agent who will perform the professional services;

(c) The contract includes a prominent statement, in uppercase font that is at least 5 point sizes larger than the rest of the text, that, pursuant to this section, an individual employee or agent may not be held individually liable for negligence;

(d) The business entity maintains any professional liability insurance required under the contract; and

(e) Any damages are solely economic in nature and the damages do not extend to personal injuries or property not subject to the contract.

(2) As used in this section, the term "business entity" means any corporation, limited liability company,

partnership, limited partnership, proprietorship, firm, enterprise, franchise, association, self-employed individual, or trust, whether fictitiously named or not, doing business in this state.

History.—s. 2, ch. 2013-28.

558.004 Notice and opportunity to repair.—

(1)(a) In actions brought alleging a construction defect, the claimant shall, at least 60 days before filing any action, or at least 120 days before filing an action involving an association representing more than 20 parcels, serve written notice of claim on the contractor, subcontractor, supplier, or design professional, as applicable, which notice shall refer to this chapter. If the construction defect claim arises from work performed under a contract, the written notice of claim must be served on the person with whom the claimant contracted.

(b) The notice of claim must describe in reasonable detail the nature of each alleged construction defect and, if known, the damage or loss resulting from the defect. Based upon at least a visual inspection by the claimant or its agents, the notice of claim must identify the location of each alleged construction defect sufficiently to enable the responding parties to locate the alleged defect without undue burden. The claimant has no obligation to perform destructive or other testing for purposes of this notice.

(c) The claimant shall endeavor to serve the notice of claim within 15 days after discovery of an alleged defect, but the failure to serve notice of claim within 15 days does not bar the filing of an action, subject to s. 558.003. This subsection does not preclude a claimant from filing an action sooner than 60 days, or 120 days as applicable, after service of written notice as expressly provided in subsection (6), subsection (7), or subsection (8).

(d) A notice of claim served pursuant to this chapter shall not toll any statute of repose period under chapter 95.

(2) Within 30 days after service of the notice of claim, or within 50 days after service of the notice of claim involving an association representing more than 20 parcels, the person served with the notice of claim under subsection (1) is entitled to perform a reasonable inspection of the property or of each unit subject to the claim to assess each alleged construction defect. An association's right to access property for either maintenance or repair includes the authority to grant access for the inspection. The claimant shall provide the person served with notice under subsection (1) and such person's contractors or agents reasonable access to the property during normal working hours to inspect the property to determine the nature and cause of each alleged construction defect and the nature and extent of any repairs or replacements necessary to remedy each defect. The person served with notice under subsection (1) shall reasonably coordinate the timing and manner of any and all inspections with the claimant to minimize the number of inspections. The inspection may include destructive testing by mutual agreement under the following reasonable terms and conditions:

(a) If the person served with notice under subsection (1) determines that destructive testing is necessary to determine the nature and cause of the alleged defects, such person shall notify the claimant in writing.

(b) The notice shall describe the destructive testing to be performed, the person selected to do the testing, the estimated anticipated damage and repairs to or restoration of the property resulting from the testing, the estimated amount of time necessary for the testing and to complete the repairs or restoration, and the financial responsibility offered for covering the costs of repairs or restoration.

(c) If the claimant promptly objects to the person selected to perform the destructive testing, the person served with notice under subsection (1) shall provide the claimant with a list of three qualified persons from which the claimant may select one such person to perform the testing. The person selected to perform the testing shall operate as an agent or subcontractor of the person served with notice under subsection (1) and shall communicate with, submit any reports to, and be solely responsible to the person served with notice.

(d) The testing shall be done at a mutually agreeable time.

(e) The claimant or a representative of the claimant may be present to observe the destructive testing.

(f) The destructive testing shall not render the property uninhabitable.

(g) There shall be no construction lien rights under part I of chapter 713 for the destructive testing caused

by a person served with notice under subsection (1) or for restoring the area destructively tested to the condition existing prior to testing, except to the extent the owner contracts for the destructive testing or restoration.

If the claimant refuses to agree and thereafter permit reasonable destructive testing, the claimant shall have no claim for damages which could have been avoided or mitigated had destructive testing been allowed when requested and had a feasible remedy been promptly implemented.

(3) Within 10 days after service of the notice of claim, or within 30 days after service of the notice of claim involving an association representing more than 20 parcels, the person served with notice under subsection (1) may serve a copy of the notice of claim to each contractor, subcontractor, supplier, or design professional whom it reasonably believes is responsible for each defect specified in the notice of claim and shall note the specific defect for which it believes the particular contractor, subcontractor, supplier, or design professional is responsible. The notice described in this subsection may not be construed as an admission of any kind. Each such contractor, subcontractor, supplier, and design professional may inspect the property as provided in subsection (2).

(4) Within 15 days after service of a copy of the notice of claim pursuant to subsection (3), or within 30 days after service of the copy of the notice of claim involving an association representing more than 20 parcels, the contractor, subcontractor, supplier, or design professional must serve a written response to the person who served a copy of the notice of claim. The written response must include a report, if any, of the scope of any inspection of the property and the findings and results of the inspection. The written response must include one or more of the offers or statements specified in paragraphs (5)(a)-(e), as chosen by the responding contractor, subcontractor, supplier, or design professional, with all of the information required for that offer or statement.

(5) Within 45 days after service of the notice of claim, or within 75 days after service of a copy of the notice of claim involving an association representing more than 20 parcels, the person who was served the notice under subsection (1) must serve a written response to the claimant. The response shall be served to the attention of the person who signed the notice of claim, unless otherwise designated in the notice of claim. The written response must provide:

(a) A written offer to remedy the alleged construction defect at no cost to the claimant, a detailed description of the proposed repairs necessary to remedy the defect, and a timetable for the completion of such repairs;

(b) A written offer to compromise and settle the claim by monetary payment, that will not obligate the person’s insurer, and a timetable for making payment;

(c) A written offer to compromise and settle the claim by a combination of repairs and monetary payment, that will not obligate the person’s insurer, that includes a detailed description of the proposed repairs and a timetable for the completion of such repairs and making payment;

(d) A written statement that the person disputes the claim and will not remedy the defect or compromise and settle the claim; or

(e) A written statement that a monetary payment, including insurance proceeds, if any, will be determined by the person’s insurer within 30 days after notification to the insurer by means of serving the claim, which service shall occur at the same time the claimant is notified of this settlement option, which the claimant may accept or reject. A written statement under this paragraph may also include an offer under paragraph (c), but such offer shall be contingent upon the claimant also accepting the determination of the insurer whether to make any monetary payment in addition thereto. If the insurer for the person served with the claim makes no response within the 30 days following service, then the claimant shall be deemed to have met all conditions precedent to commencing an action.

(6) If the person served with a notice of claim pursuant to subsection (1) disputes the claim and will neither remedy the defect nor compromise and settle the claim, or does not respond to the claimant’s notice of claim within the time provided in subsection (5), the claimant may, without further notice, proceed with an action

against that person for the claim described in the notice of claim. Nothing in this chapter shall be construed to preclude a partial settlement or compromise of the claim as agreed to by the parties and, in that event, the claimant may, without further notice, proceed with an action on the unresolved portions of the claim.

(7) A claimant who receives a timely settlement offer must accept or reject the offer by serving written notice of such acceptance or rejection on the person making the offer within 45 days after receiving the settlement offer. If a claimant initiates an action without first accepting or rejecting the offer, the court shall stay the action upon timely motion until the claimant complies with this subsection.

(8) If the claimant timely and properly accepts the offer to repair an alleged construction defect, the claimant shall provide the offeror and the offeror's agents reasonable access to the claimant's property during normal working hours to perform the repair by the agreed-upon timetable as stated in the offer. If the offeror does not make the payment or repair the defect within the agreed time and in the agreed manner, except for reasonable delays beyond the control of the offeror, including, but not limited to, weather conditions, delivery of materials, claimant's actions, or issuance of any required permits, the claimant may, without further notice, proceed with an action against the offeror based upon the claim in the notice of claim. If the offeror makes payment or repairs the defect within the agreed time and in the agreed manner, the claimant is barred from proceeding with an action for the claim described in the notice of claim or as otherwise provided in the accepted settlement offer.

(9) This section does not prohibit or limit the claimant from making any necessary emergency repairs to the property as are required to protect the health, safety, and welfare of the claimant. In addition, any offer or failure to offer pursuant to subsection (5) to remedy an alleged construction defect or to compromise and settle the claim by monetary payment does not constitute an admission of liability with respect to the defect and is not admissible in an action brought under this chapter.

(10) A claimant's service of the written notice of claim under subsection (1) tolls the applicable statute of limitations relating to any person covered by this chapter and any bond surety until the later of:

(a) Ninety days, or 120 days, as applicable, after service of the notice of claim pursuant to subsection (1); or

(b) Thirty days after the end of the repair period or payment period stated in the offer, if the claimant has accepted the offer. By stipulation of the parties, the period may be extended and the statute of limitations is tolled during the extension.

(11) The procedures in this chapter apply to each alleged construction defect. However, a claimant may include multiple defects in one notice of claim. The initial list of construction defects may be amended by the claimant to identify additional or new construction defects as they become known to the claimant. The court shall allow the action to proceed to trial only as to alleged construction defects that were noticed and for which the claimant has complied with this chapter and as to construction defects reasonably related to, or caused by, the construction defects previously noticed. Nothing in this subsection shall preclude subsequent or further actions.

(12) This chapter does not:

(a) Bar or limit any rights, including the right of specific performance to the extent such right would be available in the absence of this chapter, any causes of action, or any theories on which liability may be based, except as specifically provided in this chapter;

(b) Bar or limit any defense, or create any new defense, except as specifically provided in this chapter; or

(c) Create any new rights, causes of action, or theories on which liability may be based.

(13) This section does not relieve the person who is served a notice of claim under subsection (1) from complying with all contractual provisions of any liability insurance policy as a condition precedent to coverage for any claim under this section. However, notwithstanding the foregoing or any contractual provision, the providing of a copy of such notice to the person's insurer, if applicable, shall not constitute a claim for insurance purposes unless the terms of the policy specify otherwise. Nothing in this section shall be construed to impair technical notice provisions or requirements of the liability policy or alter, amend, or change existing

Florida law relating to rights between insureds and insurers except as otherwise specifically provided herein.

(14) To the extent that an arbitration clause in a contract for the sale, design, construction, or remodeling of real property conflicts with this section, this section shall control.

(15) Upon request, the claimant and any person served with notice pursuant to subsection (1) shall exchange, within 30 days after service of a written request, which request must cite this subsection and include an offer to pay the reasonable costs of reproduction, any design plans, specifications, and as-built plans; photographs and videos of the alleged construction defect identified in the notice of claim; expert reports that describe any defect upon which the claim is made; subcontracts; purchase orders for the work that is claimed defective or any part of such materials; and maintenance records and other documents related to the discovery, investigation, causation, and extent of the alleged defect identified in the notice of claim and any resulting damages. A party may assert any claim of privilege recognized under the laws of this state with respect to any of the disclosure obligations specified in this chapter. In the event of subsequent litigation, any party who failed to provide the requested materials shall be subject to such sanctions as the court may impose for a discovery violation. Expert reports exchanged between the parties may not be used in any subsequent litigation for any purpose, unless the expert, or a person affiliated with the expert, testifies as a witness or the report is used or relied upon by an expert who testifies on behalf of the party for whom the report was prepared.

History.—s. 4, ch. 2003-49; s. 4, ch. 2004-342; s. 110, ch. 2005-2; s. 3, ch. 2006-281; s. 3, ch. 2009-203; s. 3, ch. 2015-165; s. 8, ch. 2019-75.

558.005 Contract provisions; application.—

(1) Unless a claimant and a potential defendant have agreed in writing to opt out of the requirements of this section, the provisions of this chapter shall apply to any claim for legal relief for which the agreement to make the improvement was made after October 1, 2009, and for which the basis of the claim is a construction defect that has arisen after completion of a building or improvement.

(2) For a claim of a construction defect pursuant to contracts for improvement entered into as described in this subsection, the following applicable notices are required:

(a) Between July 1, 2004, and September 30, 2006, which contract contains the notice as set forth in paragraph (3)(a) and is conspicuously set forth in capitalized letters.

(b) Between October 1, 2006, and September 30, 2009, which contract contains the notice set forth in paragraph (3)(b) and is conspicuously set forth in capitalized letters.

(3)(a) The notice required by paragraph (2)(a) must be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(b) The notice required by paragraph (2)(b) must expressly cite this chapter and be in substantially the following form:

CHAPTER 558 NOTICE OF CLAIM

CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO

CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

(4) At any time, a claimant and the person to whom notice is served or otherwise must be served under s. 558.004(1) may agree in writing to preaction mediation or otherwise alter the procedure for the notice of claim process described in this chapter.

(5) Notwithstanding the notice requirements of this section for contracts entered into on or after October 1, 2006, this chapter applies to all actions accruing before July 1, 2004, but not yet commenced as of July 1, 2004, and failure to include such notice requirements in a contract entered into before July 1, 2004, does not operate to bar the procedures of this chapter from applying to all such actions.

(6) Notwithstanding s. 558.003, unless the parties agree that this chapter does not apply, after October 1, 2009, any written contract for improvement of real property entered into between an owner and a contractor, or between an owner and a design professional, must contain substantially the following notice: “ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.” The failure to include in the contract the notice provided in this subsection does not subject the contracting owner, contractor, or design professional to any penalty. The purpose of the contractual notice is to promote awareness of the procedure, not to be a penalty.

History.—s. 5, ch. 2003-49; s. 5, ch. 2004-342; s. 4, ch. 2006-281; s. 4, ch. 2009-203.

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EXHIBIT 9

MOTION TO TRANSFER VENUE

WIKIPEDIA 25
25 years of the free encyclopedia

Surfside condominium collapse

On June 24, 2021, at approximately 1:22 a.m. EDT, Champlain Towers South, a 12-story beachfront condominium in the Miami suburb of Surfside, Florida, United States, partially collapsed, causing the deaths of 98 people.[4] Four people were rescued from the rubble, but one of them died of injuries shortly after arriving at the hospital.[5] Eleven others were injured.[6] Approximately 35 were rescued the same day from the intact portion of the building,[7] which was demolished ten days later.

A contributing factor under investigation was long-term degradation of reinforced concrete structural support in the basement-level parking garage under the pool deck, due to water penetration and corrosion of the reinforcing steel. The problems had been reported in 2018 and noted as "much worse" in April 2021. A $15 million program of remedial works had been approved before the collapse, but the main structural work had not started. Other possible factors considered included land subsidence, insufficient reinforcing steel, and corruption during construction.[8][9][10]

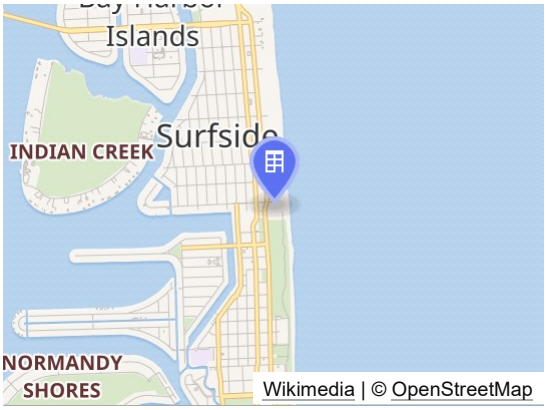
In June 2026, the National Institute of Standards and Technology (NIST) released their technical findings on what caused the partial collapse. The team concluded the collapse began in early June 2021, when two connections between garage columns and the pool deck failed. This led to the catastrophic collapse of the building on June 24, 2021, when two of the supporting columns in the middle part of the tower failed.[11]

The Champlain Towers South collapse ties with the Knickerbocker Theatre collapse as the third-deadliest non-deliberate structural engineering failure in United States history, behind collapse of the Pemberton Mill and the Hyatt Regency walkway

Surfside condominium collapse



View of Champlain Towers South site, the morning of the collapse



Date	June 24, 2021
Time	Approximately 1:22 a.m. EDT (UTC−4)
Location	8777 Collins Avenue Surfside, Florida 33154 25°52′23″N 80°07′15″W
Cause	See § Possible causes
Deaths	98
Injuries	11[1]
Property damage	$1 billion[2]

collapse.[12]

Litigation	Judge approves $1.02 billion settlement for victims of Surfside condo collapse[3]

Background



Champlain Towers South in 2015

The residential condominium building, Champlain Towers South, was located at 8777 Collins Avenue (Florida State Road A1A) in the town of Surfside, just north of Miami Beach, Florida.[13] Champlain Towers South (completed in 1981) was part of a three-building complex along with Champlain Towers North (completed in 1982) and Champlain Towers East (built between the North and South buildings in 1994).[14] All three were L-shaped structures with 12 stories, but as of 2021, the South building contained the most units at 136,[15] including a rooftop penthouse. Units varied in size from 1,200 to 4,500 ft² (110 to 420 m²) and from one to four bedrooms.[16] The penthouse was a controversial part of Champlain Towers South's design, as an exemption was needed to exceed Surfside's height limit.[17] The penthouses were also not part of the original building permits.[18]

William M. Friedman & Associates Architects, Inc., was the architect for the project's 1979 contract drawings.[19][20] Breiterman Jurado & Associates, consulting engineers, were responsible for engineering aspects and the 1979 contract drawings, with Breiterman and associates covering structural items and Jurado and associates covering electrical and mechanical.

The project was the first new construction in Surfside following a moratorium on new development imposed by Miami-Dade County due to water and sewer infrastructure problems in Surfside during the 1970s. In 1979, developers paid the city $200,000 (equivalent to $887,000 in 2025) to fund the replacement of the sewer system and secure approval for the construction of the condos.[21]

Collapse

Surveillance video on YouTube

Video shows South Florida building collapse (https://www.youtube.com/watch?v=KR29pLccutY), by Fox 13 Tampa Bay

The pool deck of Champlain Towers South suddenly suffered a partial collapse at about 1:14 a.m, followed by the progressive collapse of the central section and eastern wing of the building at 1:22 a.m. EDT on June 24, 2021.[22][23][24] The collapse of the building lasted less than 12 seconds.[25] Surveillance video footage indicates that a large north-central section of the building collapsed first. This isolated and destabilized part of the northeast corner of the building, which collapsed approximately nine seconds later.[26][27] Of the 136 units in the building,[28] at least half were destroyed.[29]

EXHIBIT 10

MOTION TO TRANSFER VENUE

AMERICAN ARBITRATION ASSOCIATION®

CONSTRUCTION ARBITRATION RULES
DEMAND FOR ARBITRATION

Mediation: If you would like the AAA to contact the other parties and attempt to arrange a mediation, please check this box ☐. There is no additional administrative fee for this service.		
Name of Respondent: American Builders & Contractors Supply Co, Inc.		
Address: c/o Corporation Service Company: 1201 Hays Street		
City: Tallahassee	State: Florida	Zip Code: 32301
Phone No.: Unknown	Fax No.: Unknown	
Email Address: Unknown		
Name of Representative (if known): Unknown		
Name of Firm (if applicable): Unknown		
Representative's Address: Unknown		
City: Unknown	State: Select...	Zip Code: Unknown
Phone No.: Unknown	Fax No.: Unknown	
Email Address: Unknown		
The named claimant, a party to an arbitration agreement dated , which provides for arbitration under the Construction Industry Rules of the American Arbitration Association, hereby demands arbitration.		
Arbitration Clause: Please indicate whether the contract containing the dispute resolution clause governing this dispute is a standard industry form contract (such as AIA, ConsensusDOCS or AGC) or a customized contract for the specific project. Contract Form: Customized contract for specific project		
The Nature of the Dispute: Third-party claims for declaratory judgment, breach of contract, Common Law Indemnity, Negligence, Violation of Florida State Minimum Building Code stemming from Avea Pointe Homeowners Associations Demand for Arbitration against Mattamy Tampa/Sarasota, LLC (File No. 01-25-0009-4692) alleging contruction defects stemming from trade contractors' scopes of work.		
Dollar Amount of Claim: $ Unknown because Mattamy's claims are pass-through claims based on Association's claims that Mattamy disputes		
Other Relief Sought: ☑ Attorneys Fees ☑ Interest ☑ Arbitration Costs ☐ Punitive/Exemplary ☐ Other:		
Amount Enclosed: $ To be determined		
Please describe appropriate qualifications for arbitrator(s) to be appointed to hear this dispute:		
Hearing Locale Requested: Hillsborough County, FL		
Project Site: Hillsborough County, FL		

AMERICAN ARBITRATION ASSOCIATION

AVEA POINTE HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation,

Claimant,

File No. 01-25-0009-4692

v.

MATTAMY TAMPA/SARASOTA, LLC, a foreign limited liability company,

Respondent,

_____/

MATTAMY TAMPA/SARASOTA, LLC, a foreign limited liability company,

Third-Party Claimant,

v.

AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. D/B/A ABC SUPPLY CO., a foreign corporation; AYALA'S CONSTRUCTION GROUP, LLC F/K/A AYALA'S PAINTING AND STUCCO, LLC, a Florida limited liability company; BUILDERS FIRSTSOURCE – FLORIDA, LLC, a Delaware limited liability company; BRAD MCDONALD ROOFING & CONSTRUCTION, INC., a Florida Corporation; EDMONSON ELECTRIC, LLC F/K/A EDMONSON ELECTRIC, INC., a Florida limited liability company; EX-HCP, INC. F/K/A HAROLD CLAYTON PAINTING, INC., a Florida Corporation; LEOLA CONSTRUCTION, LLC, a Florida limited liability company; WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida corporation; FIELDSTONE A&E, LLC, a foreign limited liability company; ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C., a Florida limited liability company; JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company; SILVER TREND INC., a Florida corporation; SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC., a Florida limited liability company; TS SITE PREP, INC., a Florida corporation; RIPA & ASSOCIATES, L.L.C., a Florida limited liability company; GUKY ENTERPRISES CORP., a Florida corporation,

Third-Party Respondents.

_____/

RESPONDENT, MATTAMY TAMPA/SARASOTA, LLC'S, THIRD-PARTY DEMAND FOR ARBITRATION

Respondent/Third-Party Claimant, MATTAMY TAMPA/SARASOTA, LLC ("Mattamy"), by and through undersigned counsel, hereby demands arbitration against Third-Party Respondents, AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. d/b/a ABC SUPPLY CO.; AYALA'S CONSTRUCTION GROUP, LLC f/k/a AYALA'S PAINTING AND STUCCO, LLC; BUILDERS FIRSTSOURCE – FLORIDA, LLC; BRAD MCDONALD ROOFING & CONSTRUCTION, INC.; EDMONSON ELECTRIC, LLC f/k/a EDMONSON ELECTRIC, INC.; EX-HCP, INC. f/k/a HAROLD CLAYTON PAINTING, INC..; LEOLA CONSTRUCTION, LLC; WEINTRAUB ENGINEERING AND INSPECTIONS, INC; FIELDSTONE A&E, LLC; ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.; JUNIPER LANDSCAPING OF FLORIDA, LLC; SILVER TREND INC; SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC; TS SITE PREP, INC; RIPA & ASSOCIATES, L.L.C; and GUKY ENTERPRISES CORP.(collectively "Third-Party Respondents" or "Trade Contractors"), and allege as follows:

VENUE, JURISDICTION, AND PARTIES

1. This dispute arises out of the design and construction of the townhomes with the Avea Pointe townhome community located in Hillsborough County, Florida (the "Project" or "Community").

2. MATTAMY TAMPA/SARASOTA, LLC is an active Delaware limited liability company with its principal place of business in Orlando, Florida.

3. AMERICAN BUILDERS & CONTRACTORS SUPPLY CO., INC. d/b/a ABC SUPPLY CO. ("ABC Supply"), is Delaware corporation, with its principal place of business in Beloit, Wisconsin, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, the supply and installation of windows, wall panels and trusses, and siding materials, and the supply of roofing shingles.

4. AYALA'S CONSTRUCTION GROUP, LLC f/k/a AYALA'S PAINTING AND STUCCO, LLC ("ACG"), is a Florida limited liability company with its principal place of business in Parrish, Florida, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, siding, stucco, exterior paint, and house wrap related work.

5. BUILDERS FIRSTSOURCE – FLORIDA, LLC ("BFS"), is a Delaware limited liability with its principal place of business in Irving, Texas, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, the supply and installation of windows, wall panels and trusses, siding materials, framing materials.

6. BRAD MCDONALD ROOFING & CONSTRUCTION, INC ("Brad McDonald"), is a Florida corporation with its principal place of business in New Port Richey, Florida, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, roofing and related work.

7. EDMONSON ELECTRIC, LLC f/k/a EDMONSON ELECTRIC, INC. ("Edmonson Electric"), is a Florida limited liability company with its principal place of business located in Houston, Texas, and at all material times served as an independent contractor for the

design and/or construction of the Project who performed, among other items, the installation of sealed coach lights.

8. EX-HCP, INC. f/k/a HAROLD CLAYTON PAINTING, INC. ("Harold Clayton"), is an inactive Florida corporation with its principal place of business located in New Port Richey, Florida, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, exterior paint related work.

9. LEOLA CONSTRUCTION, LLC ("Leola"), is a Florida limited liability company with its principal place of business in Gibsonton, Florida, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, shell and framing related work.

10. WEINTRAUB ENGINEERING AND INSPECTIONS, INC. ("Weintraub"), is a Florida corporation with its principal place of business in Loveland, Colorado, and at all material times served as an independent contractor for the design and/or construction of the Project who performed, among other items, inspections.

11. FIELDSTONE A&E, LLC ("Fieldstone"), is a Michigan limited liability company with its principal place of business in Tampa, Florida, and at all material times served as an independent contractor providing professional architectural, engineering, and design services for the Project including the design, preparation, and approval of plans and specifications for the Townhomes.

12. ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C. ("ITT"), is a Florida limited liability company with its principal place of business in Melbourne, Florida, and at all material times served as an independent contractor providing materials and labor for the installation of pavers and related components for the Community.

13. JUNIPER LANDSCAPING OF FLORIDA, LLC ("Juniper"), is a Florida limited liability company with its principal place of business in Fort Myers, Florida, and at all material times served as an independent contractor providing materials and labor for the installation of the irrigation, landscaping, and related components for the community.

14. SILVER TREND INC. ("Silver Trend"), is a Florida corporation with its principal place of business in Orlando, Florida, and at all material times served as an independent contractor providing materials and labor for the installation of the gutters, downsprouts, soffits, fascia, screen enclosures, and related components at the Community.

15. SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC. ("Skytec"), is a Florida limited liability company with its principal place of business in Jacksonville, Florida, and at all material times served as an independent contractor providing quality control, quality assurance, and inspection services for the construction of the Community.

16. TS SITE PREP, INC. ("TS Site Prep"), is a Florida corporation with a principal place of business in Palmetto, Florida, and at all material times served as an independent contractor providing materials and labor for grading and related components in the Community.

17. RIPA & ASSOCIATES, L.L.C. (Ripa"), is a Florida limited liability company with a principal place of business in Tampa, Florida, and at all material times served as an independent contractor providing the materials and labor for the installation of the earthwork, utilities, roadways, and related components at the Community.

18. GUKY ENTERPRISES CORP. ("Guky"), is a Florida corporation with its principal place of business in Bradenton, Florida, and at all material times served as an independent contractor providing materials and labor for the installation of the paint, sealants, and related components at the Community.

19. Mattamy has retained the undersigned law firm to represent their interests in this action and is obligated to pay a reasonable fee for their services.

20. This dispute is subject to mandatory, binding arbitration before the American Arbitration Association ("AAA") pursuant to the Master Trade Agreements between Mattamy and each of the Third-Party Respondents, which require that any and all disputes arising out of or relating to the Project be resolved by arbitration administered by the AAA.

21. The Master Trade Agreements further provide that Florida law governs all disputes between Mattamy and the Third-Party Respondents. Accordingly, this arbitration is governed by and shall be decided in accordance with the laws of the State of Florida, without regard to its conflict-of-laws principles.

22. Venue is proper before the AAA, and the arbitrator(s) have jurisdiction over the parties and the subject matter of this dispute pursuant to the Master Trade Agreements and applicable law.

GENERAL ALLEGATIONS

23. Claimant, AVEA POINTE HOMEOWNERS ASSOCIATION, INC. ("Claimant" or "Association"), served its Notice of Construction Defect Claim Pursuant to Chapter 558, Florida Statutes, upon Mattamy on or about May 5, 2025, and thereafter served a Supplemental Notice of Construction Defect Claim on or about March 9, 2026 (collectively, the "558 Notices"), for which a copy is attached as composite Exhibit "A" to the Notice of Filing.

24. Thereafter, on or about December 22, 2025, the Association filed its Demand for Arbitration (the "Demand"), for which a copy is attached as Exhibit "B" to the Notice of Filing.

25. Although Mattamy denies the Association's allegations of construction and design defects and deficiencies set forth in the Association's Demand, Mattamy hereby incorporates by reference those allegations for the sole purpose of asserting its third-party claims herein.

26. The Association's claims in the Demand implicate the labor, services, and/or materials that the Third-Party Respondents furnished to the Project and attempt to hold Mattamy vicariously liable for them.

27. As such, Mattamy brings these claims in response to and derivative of the Association's Demand.

28. Claimant has alleged numerous defects, including, but not limited to:

a. Building envelope and exterior wall system issues, including alleged improper installation of stucco, siding, paint and sealants, flashing, house wrap or weather-resistant barriers, stucco accessories, expansion joints, and improper transitions between building components, including transitions from wood framing to CMU;

b. Window and door issues, including alleged improper installation, waterproofing, flashing, sealing, and insufficient separation between siding or stucco and fenestrations;

c. Roofing system issues, including alleged improper design and installation of roofs, roof vents, and roof diverters;

d. Structural and framing issues, including alleged improper installation of wood framing and concrete masonry; and

e. Site, civil, and common area issues, including alleged improper installation of concrete flatwork, landscaping, irrigation systems, grading, site drainage design, and stormwater management.

29. The Association's Demand, along with the 558 Notices, implicate the labor, services, and/or materials furnished by the Third-Party Respondents at the Project.

30. All labor, services, and/or materials furnished by the Third-Party Respondents at the Project were required to comply with any applicable plans and specifications for the Project, applicable buildings codes and industry standards, and terms and conditions in the contracts between the parties.[1]

31. The Association has alleged that it has been damaged as a result of the allegedly defective labor, services, and/or material furnished at the Project, including the work furnished by the Third-Party Respondents.

32. If the allegations made by the Association are such that they can be proven true, then such allegations would be the direct result or arise out of, or relate to, the acts, errors, omissions, contributions of loss, negligence, and/or breaches of contract by the Third-Party Respondents, the companies that furnished the labor, services, and/or materials at the Project.

33. If the allegations made by the Association are such that they can be proven true, then the Third-Party Respondents would be directly responsible for the injuries sustained by the Association due to, among other things, their negligent actions and/or inactions.

34. All conditions precedent, if any, to the institution and maintenance of this action have been performed, waived, or excused.

[1]Due to the length of time over which the Project was built, different contracts may apply to Mattamy's contract claims against a particular trade contractor depending on when a particular building or improvement within the Project was built. Upon information and belief, Mattamy is not currently in possession of all, and/or complete copies of all, the applicable contracts with the Third-Party Respondents. Mattamy, however, believes the same will be obtained through the course of discovery and/or can be proven through the existence of extrinsic evidence. As such, Mattamy will supplement the exhibits to this filing when any new documents become available. Where multiple contracts may be applicable, the contracts are attached as composite exhibits to this filing.

among other things, failing to provide workmanship and materials at the Project free from defects and that were in compliance with all applicable plans, codes, and standards.

706. As a direct and proximate result of said breaches, Mattamy has incurred and will continue to incur attorneys' fees, costs, and expenses; has suffered and will continue to suffer direct and consequential damages in an amount not yet known; and is entitled to recover the same from Guky through an award entered by the Arbitrator.

WHEREFORE, Mattamy respectfully requests that the American Arbitration Association and the Arbitrator enter an award in favor of Mattamy and against Guky for compensatory damages, consequential damages, attorneys' fees and costs, pre- and post-award interest, and such other and further relief as the Arbitrator deems just and proper.

COUNT 83.
VIOLATION OF FLORIDA STATE MINIMUM BUILDING CODE
(Claim against Guky)

707. Mattamy hereby re-alleges, reasserts, and incorporates by reference paragraphs 1 through 34 as if fully restated herein.

708. This is an action for violation of the Florida State Building Code, pursuant to Section 553.84, Florida Statutes, establishing a statutory civil action in favor of any party damaged as a result of the violation of the State Minimum Building Code, against the person or party who committed the violation.

709. The Association has brought suit against Mattamy for alleged defects related to the Project, including material Florida Building Code violations, which implicate Guky's scope of work at the Project.

710. The Association has alleged the defects constitute a violation and breach of the Florida Building Code, which allegations are disputed by Mattamy.

711. The alleged defects and alleged building code violations as outlined in or incorporated into the Association's Arbitration Demand implicate the respective scope of work of Guky, which was performed for the benefit of the Association and the Project.

712. Mattamy did not itself perform any work and therefore, any violations of the Florida Building Code, if any, were committed by Guky.

713. Guky was a knowledgeable contractor with experience in its respective field.

714. Guky had a duty to perform its work in accordance with the Florida Building Code.

715. Based on the Association's allegations, but which allegations are disputed, Guky knew or should have known its work was performed in violation of the Florida Building Code, and by failing to perform work in compliance with the Florida Building Code based on the Association's allegations, Guky violated the Florida Building Code.

716. To the extent it is determined that Guky's respective scope of work at the Project has materially violated the Florida Building Code, then as a direct and proximate result, Guky is responsible for the damages sought by the Association for Guky's violation of the applicable Florida Building Codes.

717. As a direct and proximate result of said breaches, Mattamy has incurred and will continue to incur attorneys' fees, costs, and expenses; has suffered and will continue to suffer direct and consequential damages in an amount not yet known; and is entitled to recover the same from Guky through an award entered by the Arbitrator.

WHEREFORE, Mattamy respectfully requests that the American Arbitration Association and the Arbitrator enter an award in favor of Mattamy and against Guky for compensatory damages, consequential damages, attorneys' fees and costs, pre- and post-award interest, and such other and further relief as the Arbitrator deems just and proper.

Dated: April 16, 2026

SHUTTS & BOWEN LLP

/s/ Derrick M. Valkenburg
Derrick M. Valkenburg
Florida Bar No. 11468
DValkenburg@shutts.com
MAtwell@shutts.com
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
(407) 423-3200

And

Jacob A. Rine
Florida Bar No. 1048883
JRine@shutts.com
MAtwell@shutts.com
300 South Orange Avenue, Suite 1600
Orlando, FL 32801
(407) 835-6959
Attorneys for Respondent Mattamy Tampa/Sarasota, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on April 16, 2026, a true and correct copy of the foregoing was filed with the American Arbitration Association via its online filing system, which provides electronic notice to all counsel of record.

/s/ Derrick M. Valkenburg
Attorney

EXHIBIT 11

MOTION TO TRANSFER VENUE

ball janik LLP
2033 Main Street, Suite 201
Sarasota, Florida 34237
balljanik.com
t 941.807.8800
f 407.902.2105

April 2, 2026

Salvatore G. Scro
Direct: 941.807.8803
sscro@balljanik.com

SENT VIA CERTIFIED MAIL AND E-MAIL:
See attached Service List

NOTICE OF CONSTRUCTION DEFECT CLAIM
PURSUANT TO CHAPTER 558, FLORIDA STATUTES

Re: ***Arboretum Condominium Association, Inc.***

To Whom It May Concern:

We represent Arboretum Condominium Association, Inc. (the "Association"). The Association operates Arboretum, a Condominium, located in Naples, Collier County, Florida ("Project" or "Condominiums"). The Project consists of 48 townhome-style buildings, containing a total of 248 units overall. The Project was developed and constructed by Mattamy Homes Tampa/Sarasota, LLC. The architect of record for the residential buildings was Fieldstone. This letter shall serve as the Association's initial Notice of Claim pursuant to Chapter 558, *Fla. Stat.*

The Association discovered numerous defects and resulting property damage associated with the construction of the Condominiums, affecting the common elements of the Condominiums and matters of common interest. Specifically, the Association, through visual inspection conducted by the Association and its agents, discovered defects with respect to roofs, windows, stucco and other cladding systems at the residential buildings

The identified defects are systemic, exist community-wide, and are further described in the *Preliminary Visual Inspection Report - dated October 31, 2025*, issued by I&E Construction, Inc. which is enclosed, via Sharefile link below:

https://balljanik.sharefile.com/d-sfc5895955e8d449fa58133f96eb88dcc

In addition, the Condominium has experienced water leaks and water intrusion at roofs, cracked and loose roof tiles, poorly sealed roof penetrations, and insufficient off-ridge vent baffles.

The defects constitute violations of, among other things, applicable building codes, manufacturer's recommendations, and standards in the industry. Further, the defects are causing damage to the roofs, exterior and interior walls, drywall, paint, stucco, windows, work of other trades, and other components of the Project. The defects are significant and widespread, such that their locations cannot be identified with more particularity other than to state the defects are systemic and exist throughout the Condominiums.

It is anticipated that the Association will conduct further inspection and testing at the Condominium, which may include destructive testing. We will advise you if and when such testing is scheduled.

Pursuant to Chapter 558, Fla. Stat., the Association expects you to contact the undersigned counsel to schedule a mutually convenient time for inspections which are to occur within fifty (50) days after receipt of this Notice of Claim. Additionally, within thirty (30) days after receipt of this Notice of Claim, you should forward a copy of this Notice of Claim to each contractor, subcontractor, supplier, design professional, or consultant whom you reasonably believe is responsible for each defect specified in the enclosed List and shall note the specific defect for which you believe the particular contractor, subcontractor, supplier, design professional, or consultant is responsible. As required by this statute, the Association expects you, within seventy-five (75) days after receipt of this Notice of Claim, to serve a written response to the undersigned, providing the following:

a. A written offer to remedy the alleged defects at no cost to the Association, a detailed description of the proposed repairs necessary to remedy the defects, and a timetable for the completion of such repairs;

b. A written offer to compromise and settle the claim by monetary payment, which will not obligate the person's insurer and a timetable for making payments;

c. A written offer to compromise and settle the claim by combination of repairs and monetary payment that will not obligate the person's insurer, and that includes a detailed description of the proposed repairs and a timetable for completion of such repairs and making payments.

d. A written statement that the person disputes the claim and will not remedy the alleged defects or comprise and settle the claim; or

e. A written statement that a monetary payment, including insurance proceeds, if any, will be determined by the person's insurer within thirty (30) days after notification to the Insurer by means of forwarding the claim which notification shall occur at the same time the Association is notified of this settlement option, which the Association can accept or reject. A written statement under this paragraph may also include an offer under Paragraph (c) above, but such offer shall be contingent upon the Association also accepting the determination of the insurer whether to make any monetary payment, in addition thereto. If the insurer of the person receiving the claim makes no response within the thirty (30) days following notification, then the Association shall be deemed to have met all conditions precedent to commencing an action.

Association's Request to Provide All Available Discoverable Records

You are hereby notified not to destroy, conceal, or alter any paper or electronic files, or any other information generated by and/or stored on any computer system or any storage media in your

possession, custody, or control, including the possession, custody, and control of affiliated companies that were involved in the development, construction, management, and sale of the Condominiums in any manner. Electronic documents and the storage media on which they reside contain relevant, discoverable information beyond what may be found in printed documents. Therefore, even where a paper copy exists, you must maintain all documents in their electronic form along with metadata or information about those documents contained on the media. The laws and rules prohibiting destruction of evidence apply to electronically stored information in the same manner that they apply to other evidence. Due to its format, electronic information is easily deleted, modified, or corrupted. Accordingly, you must take every reasonable step to preserve this information until the final resolution of this matter. You have an obligation to discontinue all routine document and data destruction. You should also save all documents and electronic data created after you receive this letter.

Pursuant to § 558.004(15), Fla. Stat., this notice also serves as a request for you to produce all of your records related to your services at the Project. The Association will pay the reasonable costs of reproduction for any of the foregoing materials. The discoverability and admissibility of any materials shared with this notice or in response to the above request shall be governed by § 558.004(15), Fla. Stat. The request includes, but is not limited to:

1. All design plans, specifications, and as-built plans.

2. All photographs and videos of the alleged defects identified in the Notice of Claim and the Report attached.

3. Expert reports that describe any and all of the defects specified in this Notice of Claim and the Report attached hereto.

4. All subcontracts for work performed or materials supplied with regard to each item described in this Notice of Claim and the Report attached hereto.

5. All purchase orders for any and all the items described in this Notice of Claim and the Report attached hereto.

6. Maintenance records and all other documents related to the discovery, investigation, causation, and extent of all the items described in this Notice of Claim and the Report and Acoustical Study attached hereto and any resulting damages.

7. All information received by the Contractor as a result of its forwarding of a copy of this Notice of Claim to any person or entity, whom the Contractor reasonably believes is responsible for each defect specified in this Notice of Claim pursuant to § 558.004(3) and (4), Fla. Stat.

Association's Request to Mediate

Furthermore, to the extent required by any governing documents and/or contract, please consider this letter our client's formal request and demand to try and resolve this dispute through mediation within the time frames set forth within the governing documents and /or contract.
Based upon the foregoing, demand is hereby made that you contact the undersigned to discuss the opportunity to cure the defects or payment of the Association's damages. The Association intends to commence legal action against you if the defects and the resulting damage cannot be corrected without legal action.

Association's Request for Insurance Information

Please notify your carrier of this claim and provide us with details of such effective policy or policies of insurance in effect while you worked at the Project.

Sincerely,

/s/ Salvatore G. Scro
Salvatore G. Scro

SGS/crc

Enclosure(s): *Preliminary Visual Inspection Report - dated October 31, 2025*, issued by I&E Construction, Inc. (via link)

cc: Client
James C. Prichard
Jeffrey A. Widelitz
Jon E. Lemole

SERVICE LIST

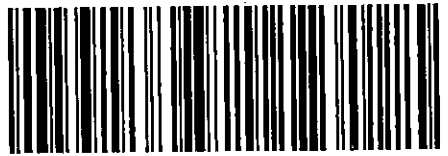
CROWN ROOFING LLC c/o Guil Geneau, President & Tampa Law, P.A., Registered Agent 3220 W. Cypress Street Tampa, FL 33607	**MATTAMY NAPLES LLC** c/o Mattamy Florida LLC, Manager 4901 Vineland Road, Suite 450 Orlando, FL 32811
MATTAMY NAPLES LLC c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301	**MATTAMY TAMPA/SARASOTA LLC** c/o Mattamy Florida LLC, Manager 4901 Vineland Road, Suite 450 Orlando, FL 32811
MATTAMY TAMPA/SARASOTA LLC c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301	**ROOF TILE SPECIALISTS LLC** c/o Cernuda R. Randall, Manager & Registered Agent 8350 Bee Ridge Road, #101 Sarasota, FL 34241
AMERICAN BUILDERS SUPPLY, INC. c/o Brian Huss, CFO & Director 1525 International Parkway, Suite 2071 Lake Mary, FL 32746	**AMERICAN BUILDERS SUPPLY, INC.** c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301
APOLLO PAINT AND STAIN, LLC c/o Jason J. Molinaro, Owner & Registered Agent 10100 N. Silver Palm Drive Estero, FL 33928	**BLUE WATER CONSTRUCTION OF SW FLORIDA, INC.** c/o Kristin B. Bowe, President & Registered Agent 17132 Alico Center Road Fort Myers, FL 33967
BUILD, LLC c/o Jay D. Howard, Manager 950 1st Avenue N., Suite 200 Naples, FL 34102	**BUILD, LLC** c/o James F. Morey, Registered Agent 4001 Tamiami Trail N., Suite 250 Naples, FL 34103
CARPENTER CONTRACTORS OF AMERICA, INC. c/o Jeffrey Smith, Treasurer & VP 9780 Pyramid Ct., Suite 300 Englewood, CO 80112	**CARPENTER CONTRACTORS OF AMERICA, INC.** c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301
CONDITIONED AIR COMPANY OF NAPLES, LLC c/o Gregory R. Johnson, Executive Chairman 3786 Mercantile Avenue Naples, FL 34104	**CONDITIONED AIR COMPANY OF NAPLES, LLC** c/o Corporation Service Company, Registered Agent 1201 Hays Street Tallahassee, FL 32301

DEL-AIR, AIR CONDITIONING & REFRIGERATION, LLC c/o Richard Rogers, CEO & Registered Agent 1000 Business Center Drive, Suite 3050 Lake Mary, FL 32746	**FALLSAFE SOLITIONS, LLC d/b/a FALLSAFE WALLS & CEILINGS** c/o Jeffery G. Walls, Manager 5591 Zip Drive Fort Myers, FL 33905
FALLSAFE SOLITIONS, LLC d/b/a FALLSAFE WALLS & CEILINGS c/o Mark H. Muller, P.A., Registered Agent 5150 Tamiami Trail North, Ste. 303 Naples, FL 34103	**H AND J CONTRACTING, INC.** c/o Mary Lynn Rusbridge, President & Registered Agent 3160 Fairlane Farms Road Wellington, FL 33414
HAEAKALA CONSTRUCTION, INC. c/o Timothy C. Mitchell, Sr., President & Registered Agent 5758 Taylor Road Naples, FL 34109	**J&D HEATING AND AIR CONDITIONING, LLC** c/o James A. Parker, Manager 5631 Halifax Avenue Fort Myers, FL 33912
J&D HEATING AND AIR CONDITIONING, LLC c/o GSK Registered Agents, Inc., Registered Agent 1380 Royal Palm Square Blvd. Fort Myers, FL 33919	**MABRI PAINTING, INC.** c/o Rosario Briceno, President & Registered Agent 3106 Moros Court Fort Myers, FL 33905
PRIME BUILDING INDUSTRIES, INC. c/o Brian J. Ansaroff, General Manager 4503 NW 103 Avenue, Suite 102 Sunrise, FL 33351	**PRIME BUILDING INDUSTRIES, INC.** c/o The Kendrick Law Firm, Registered Agent 1776 N. Pine Island Road, Suite 118 Plantation, FL 33322
RAYMOND BUILDING SUPPLY c/o Mike Stevens, President 7751 Bayshore Road N. Fort Myers, FL 33917	**RAYMOND BUILDING SUPPLY** c/o CT Corporation System 1200 South Pine Island Road Plantation, FL 33324
ROCKWELL BUILDING SYSTEMS, LLC c/o Waylon Morris, Manager & Lacey Carpenter, Registered Agent 10747 Eastwood Executive Circle Riverview, FL 33569	**STRUCTURAL BUILDING COMPONENTS LLC.** c/o George Quatela, President & Registered Agent 668A S. Military Trail Deerfield Beach, FL 33442
SUTTON CONTRACTING, INC. c/o Stuart Sutton, CEO & Greg Stading, Registered Agent 2808 Broadway Center Blvd. Brandon, FL 33510	

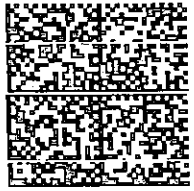
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Sarasota, FL 34237



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US POSTAGE

RETURN RECEIPT REQUESTED

MATTAMY TAMPA/SARASOTA LLC
c/o Corporation Service Company, Registered Agent
1201 Hays Street
Tallahassee, FL 32301

EXHIBIT 12

MOTION TO TRANSFER VENUE



Arboretum Condominiums

Preliminary Visual Inspection Report

Prepared by:
Joshua Saunders
Project Manager
I&E Construction, Inc.

Inspection date:
10/31/2025

Site Map

4578 Arboretum Cir. Naples, FL 34112



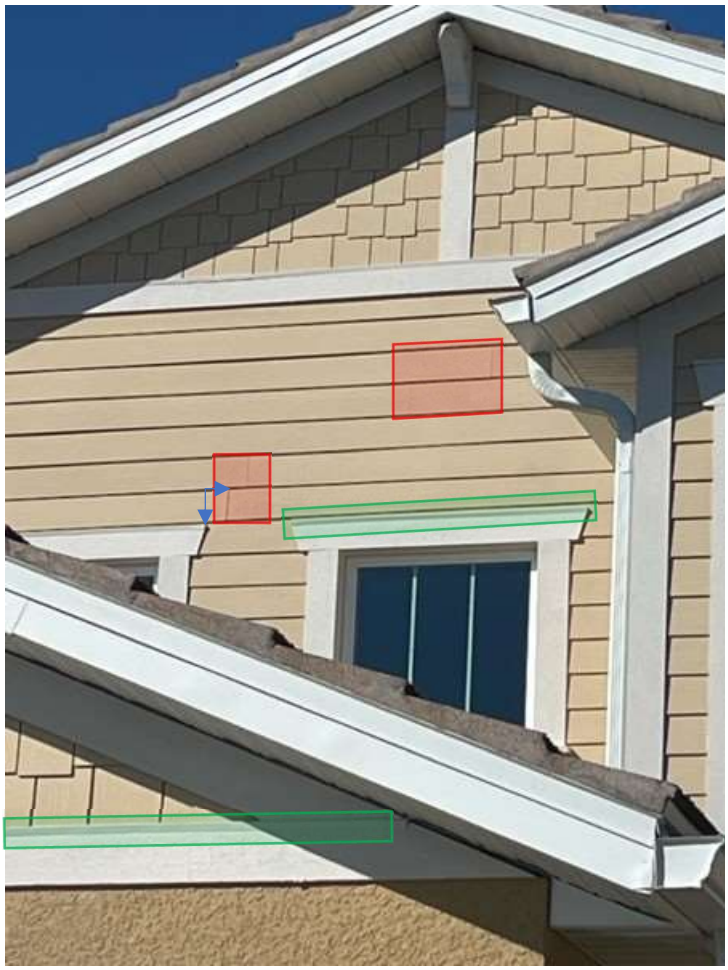
Introduction:

I&E Construction conducted a visual inspection of Arboretum Condominium Association, Inc. and shared our initial observations. The community has 47 townhome buildings consisting of 244 units included in this inspection. The buildings are constructed with CMU on the first and second levels.

Preliminary defect items:

Upon conducting a visual inspection of Arboretum Condominium Association, Inc. it was discovered that the siding, flashing, roof, and masonry installation requirements were not followed. This could potentially lead to water intrusion, which would cause early deterioration of the exterior, building sheathing, structural damage, and interior damage.

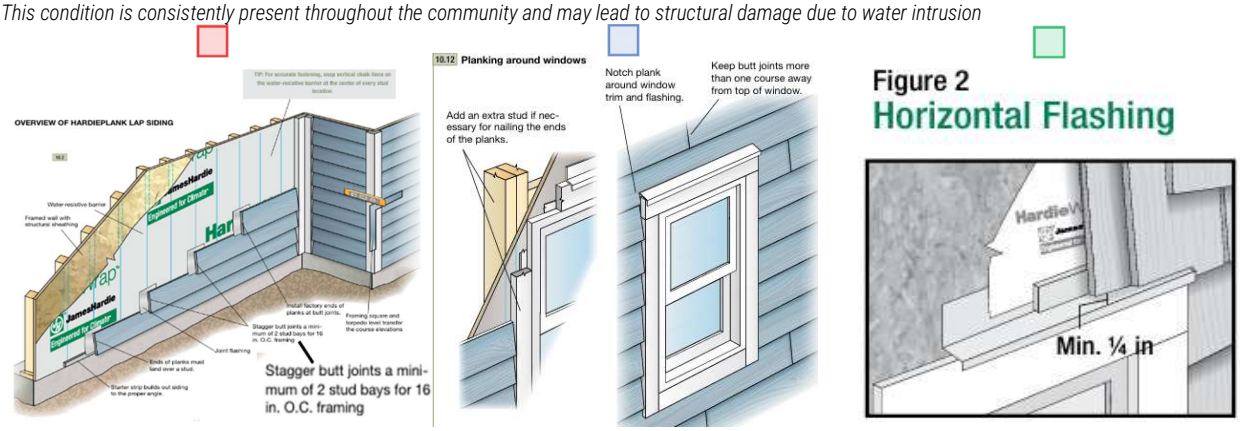
(1)



Siding

- Missing proper spacing between butt joints on siding.
- Missing proper spacing between butt joint and horizontal flashing.
- Missing proper clearance between siding and horizontal flashing.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



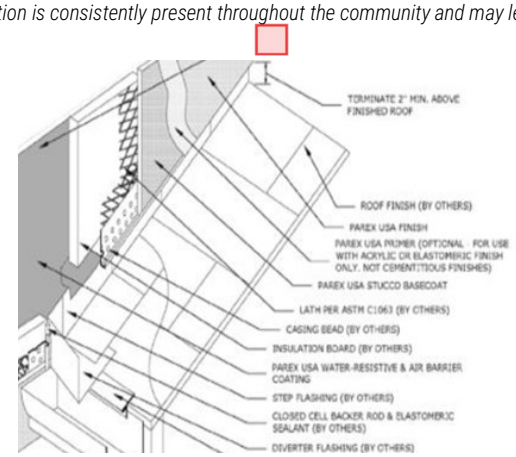
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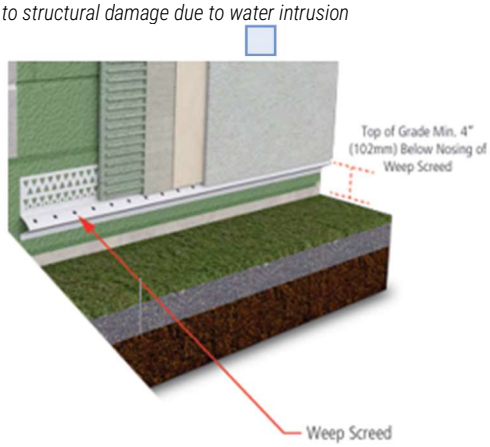


Stucco

- Missing proper clearance between roof and stucco.
- Missing proper clearance between stucco and finish grade.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion





(3)



Stucco

- Missing weep screed at opening.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(4)



Stucco

- Appears stucco is cracking and delaminating. Potential water intrusion point.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

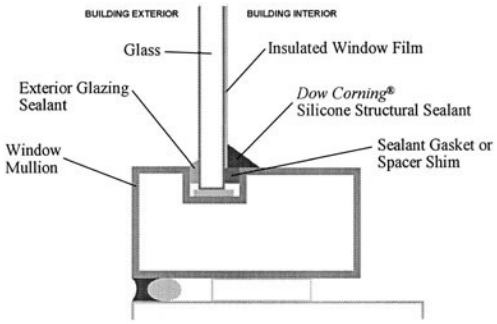
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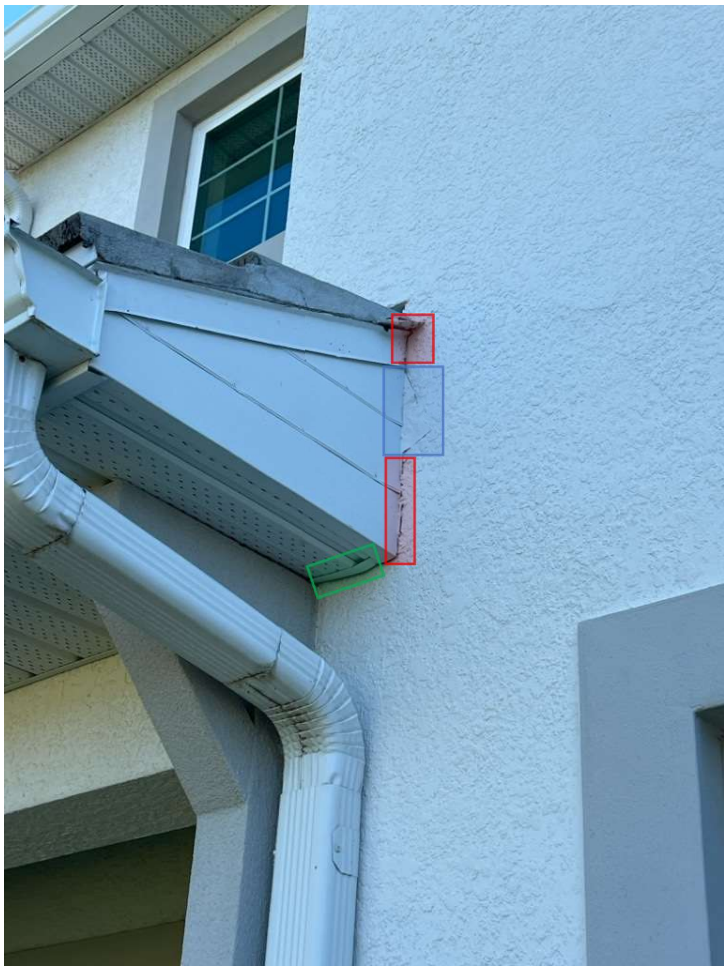
Stucco

- Appears mullion has excessive sealant applied on the bottom and top. Visible signs of organic growth.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



(6)



Stucco

- Missing proper sealant between fascia and stucco.
- Appears water-resistive barrier was left on stucco and painted.
- Appears damaged J-Channel was installed causing a bend in soffits.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

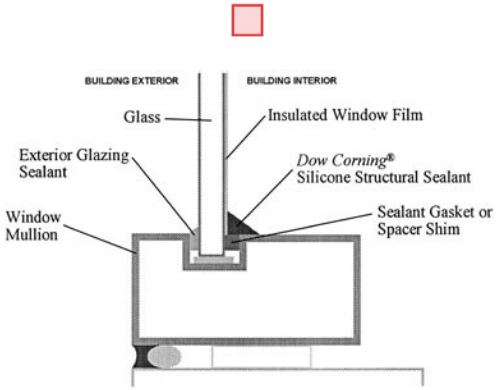
(7)



Stucco

- Appears mullion has excessive sealant applied on the bottom and top.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



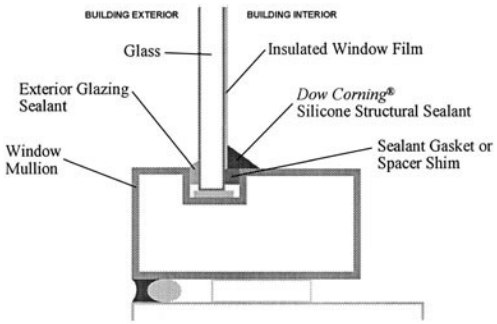
(8)



Window

- Appears mullion has excessive sealant applied on the bottom.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



(9)

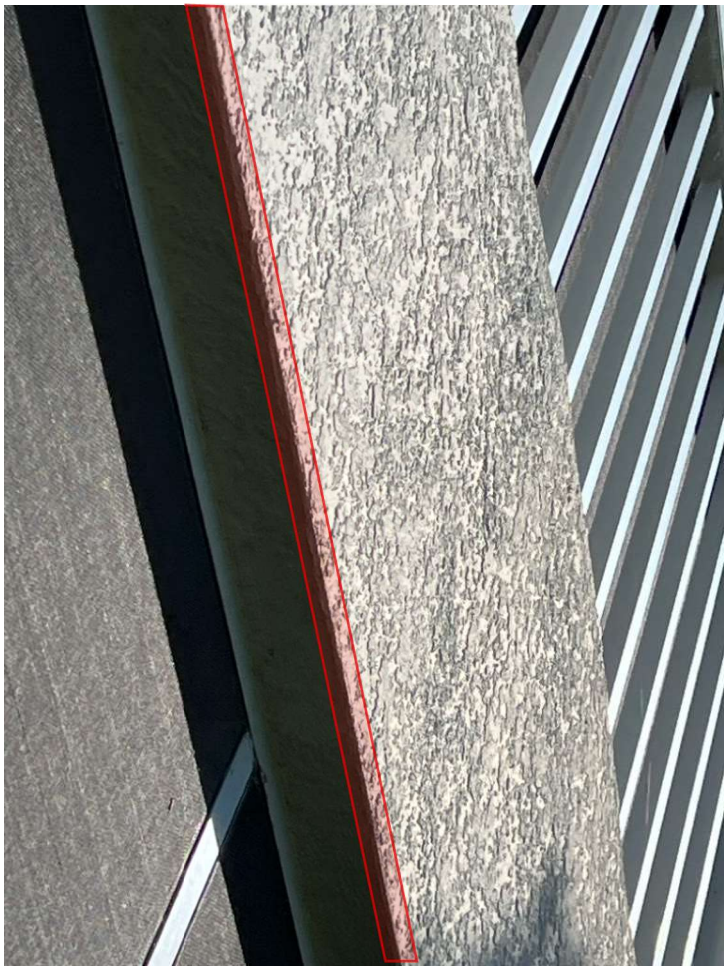


Window

- Appears window frame is damaged.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(10)



Stucco

- Missing weep screed at all openings.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

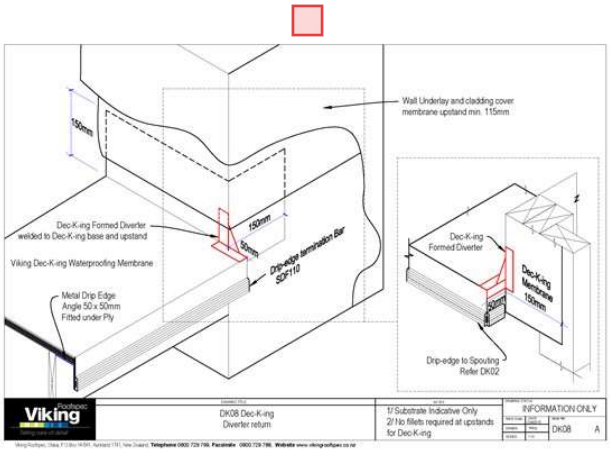
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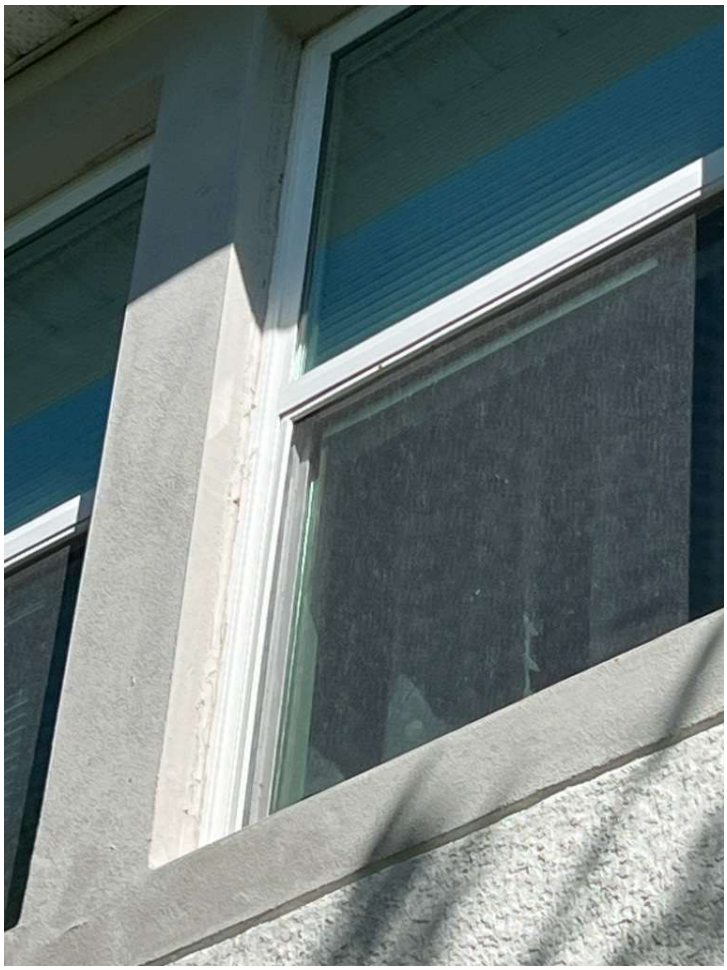
Balcony

- Appears diverter is missing.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



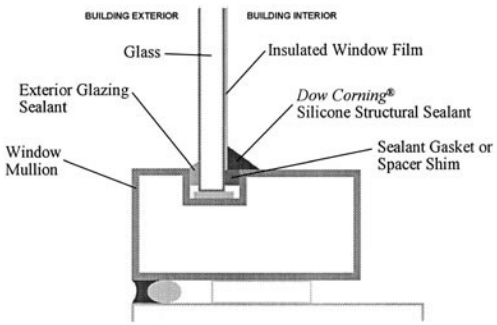
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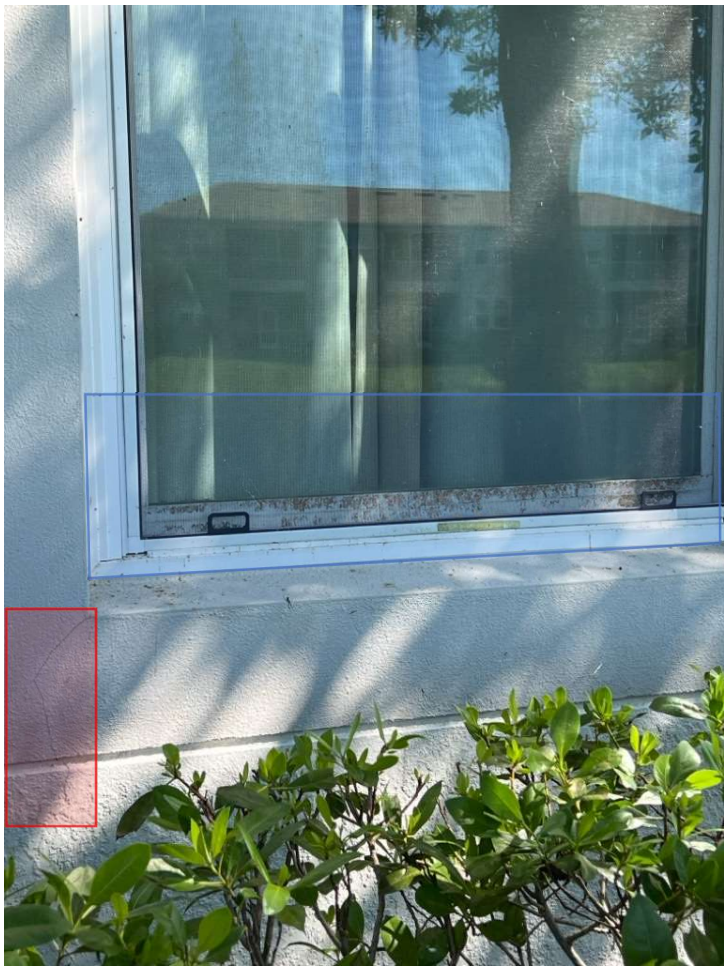
Window

- Missing proper sealant around window. This can lead to failure of sealant joint and water intrusion.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



(13)

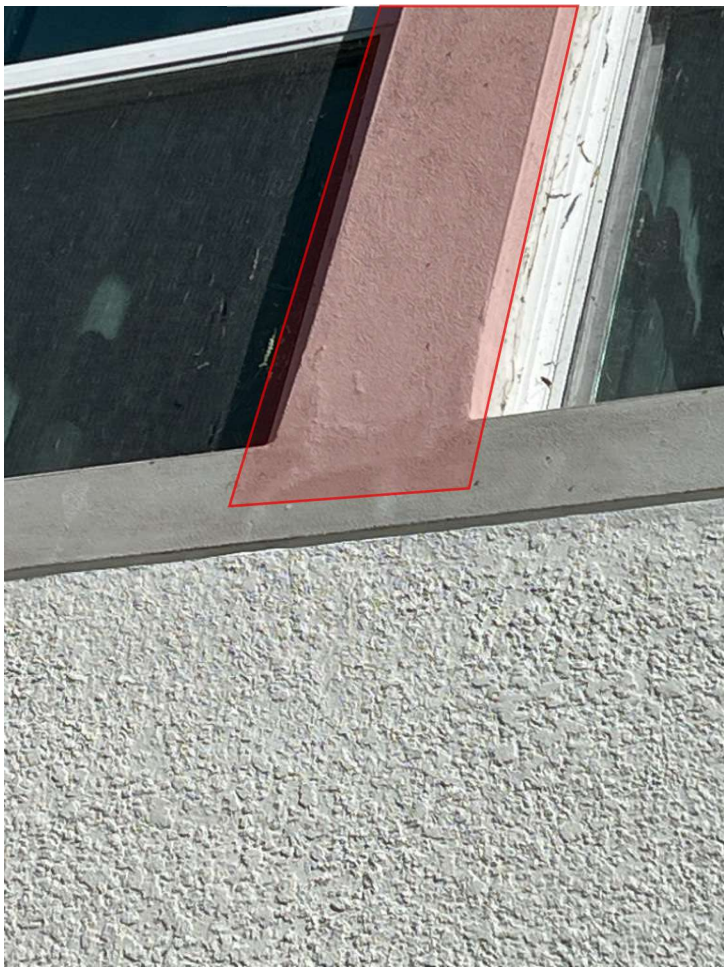


Stucco

- Appears stucco is cracking and delaminating. Potential water intrusion point.
- Appears there is organic growth along bottom of window and sill.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(14)

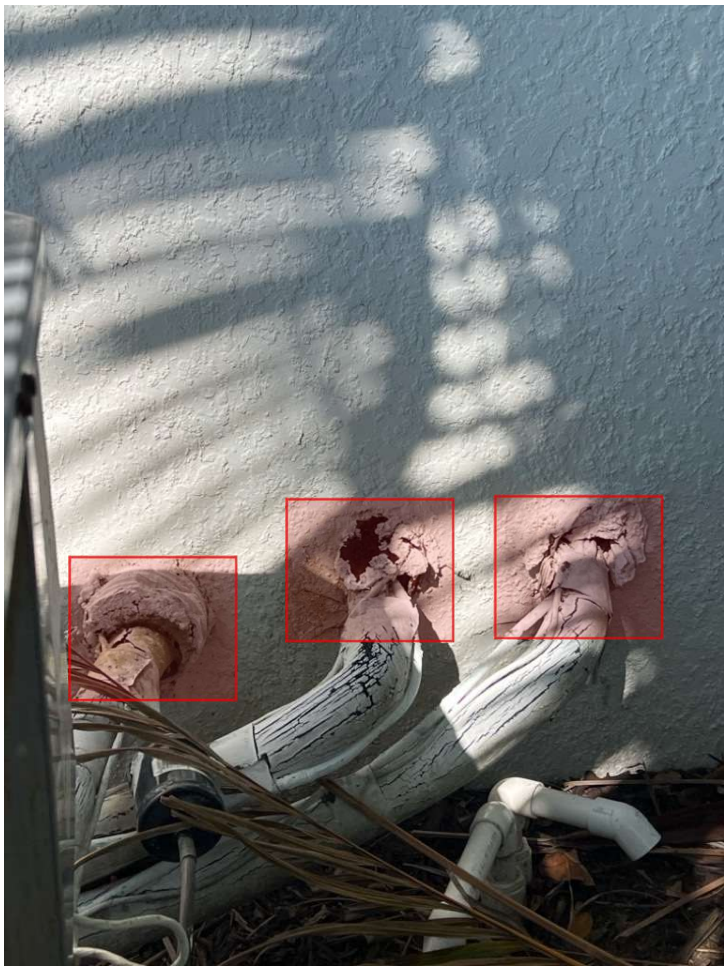


Stucco

- Appears stucco has water stains on window trim. This may be a previous repair.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

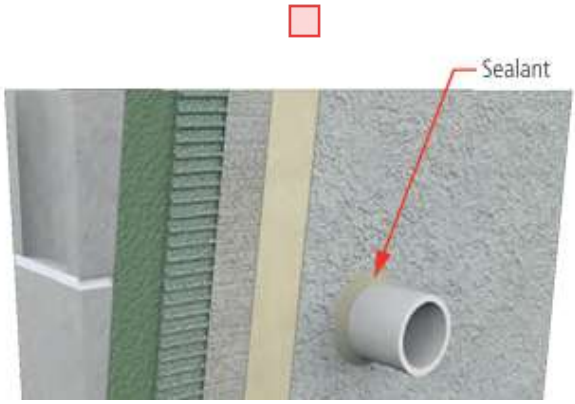
(15)



Stucco

- Missing proper sealant around wall penetrations.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



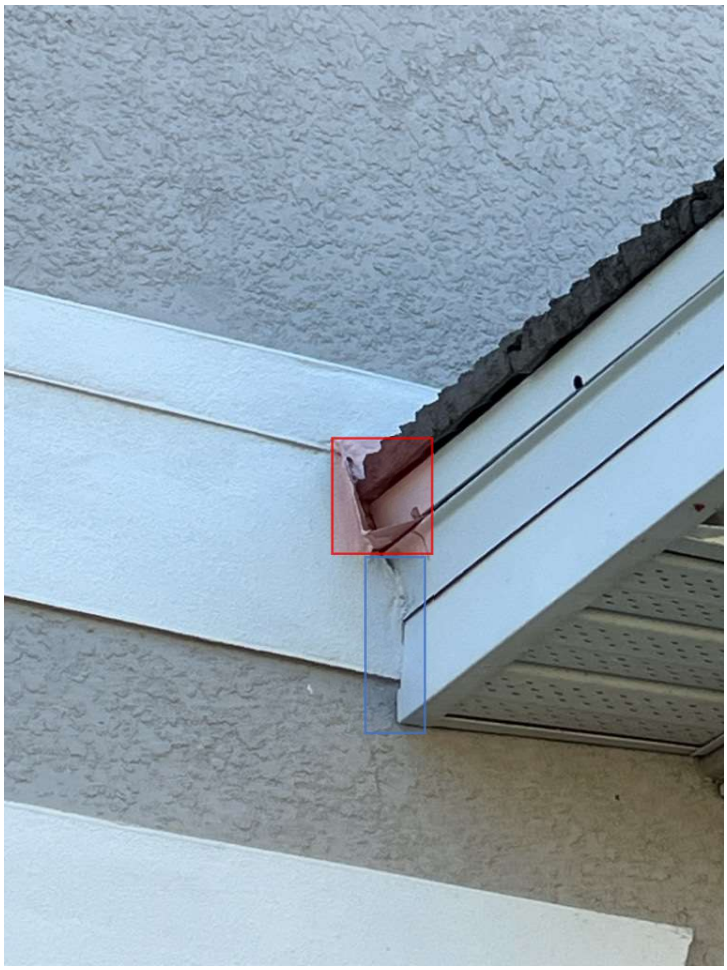
(16) 

Sealant

- Missing proper sealant between fascia and stucco.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

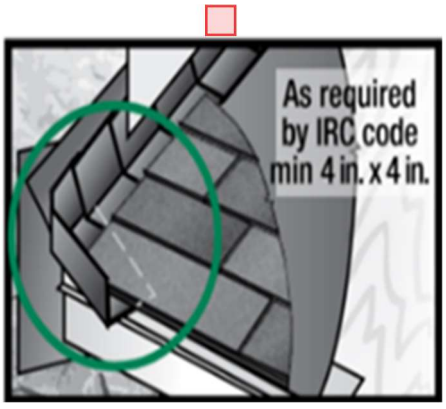
(17)



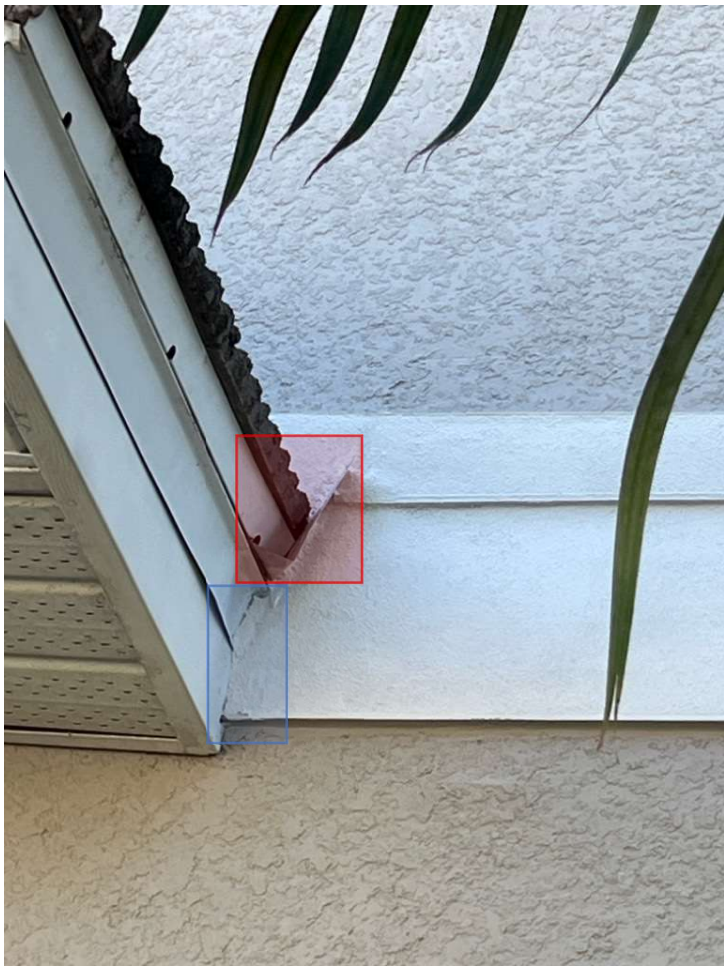
Roof

- Appears diverter is undersized.
- Missing proper sealant between fascia and stucco.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



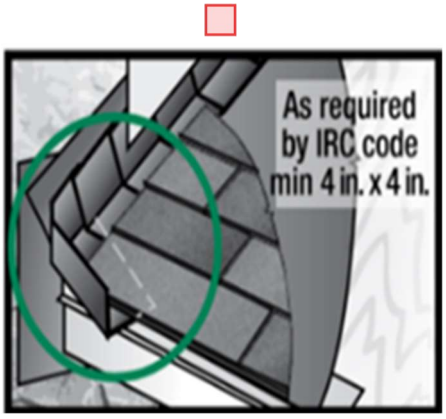
(18)



Roof

- Appears diverter is undersized.
- Missing proper sealant between fascia and stucco.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



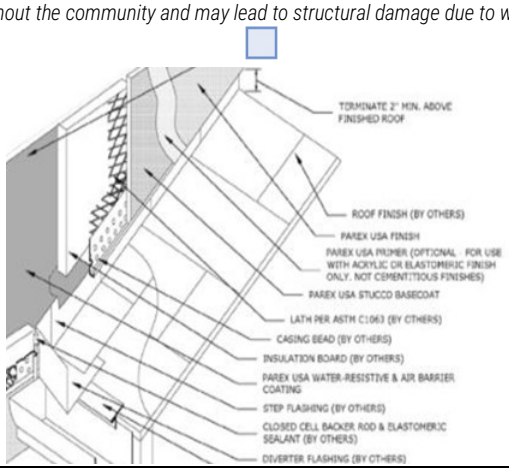
(19)



Roof

- Appears right side of dormer has a visible dip.
- Missing proper clearance between roof and stucco.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



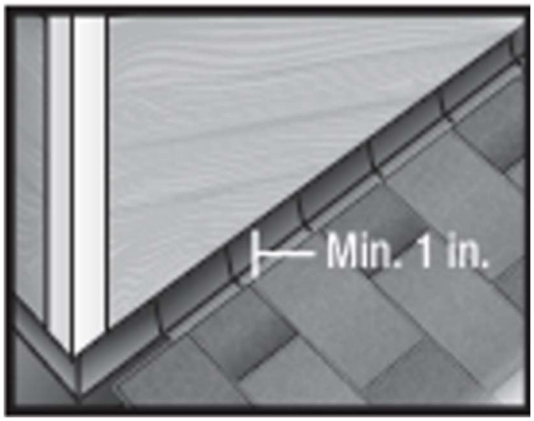
(20)



Siding

- [x] Missing proper clearance between roof and siding.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion



(21)

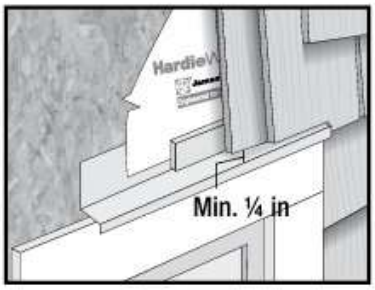


Siding

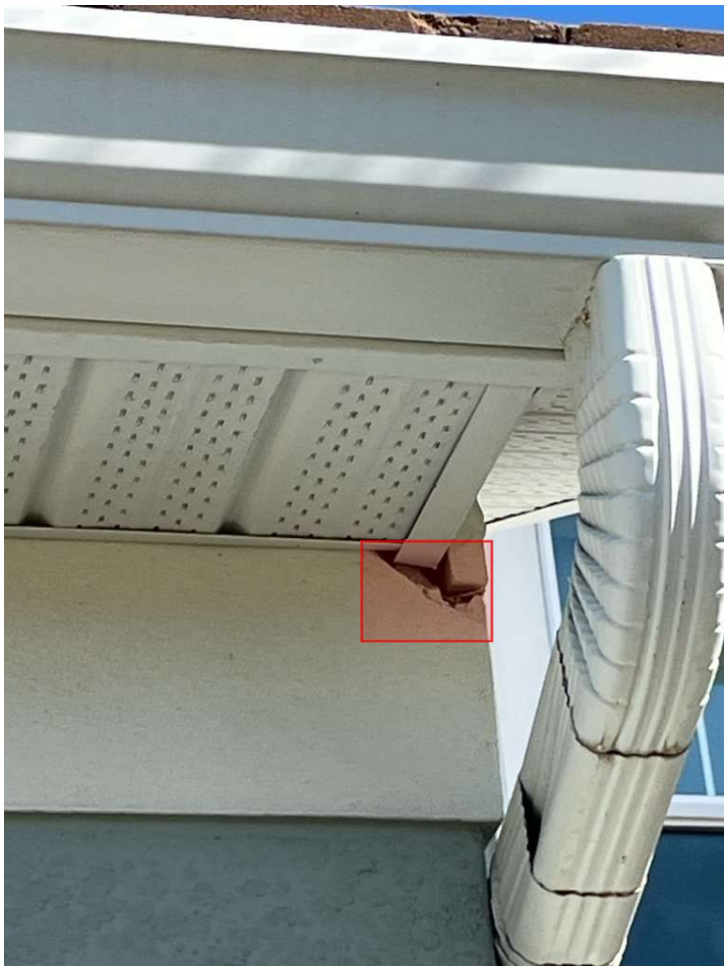
- [x] Missing proper clearance between horizontal flashing and siding.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

Figure 2
Horizontal Flashing



(22)



Stucco

- Appears stucco band is broken. Potential water intrusion point.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(23)



Roof

- Appears gutter endcap is missing.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(24)



Sealant

- Appears sealant is failing between window and sill.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

(25)

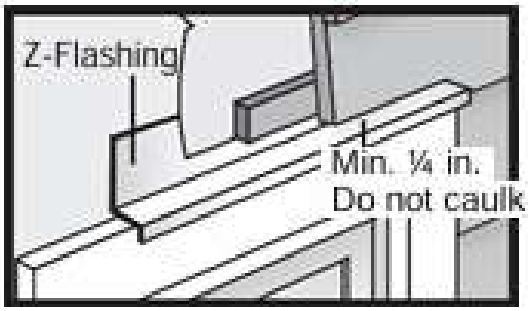


Siding

- Missing proper clearance between horizontal flashing and siding.

This condition is consistently present throughout the community and may lead to structural damage due to water intrusion

Figure 4
Horizontal Flashing



Recommendations:

I&E Construction has identified several areas of concern that may be significant. To accurately identify or confirm any potential defects, further investigation is recommended. This includes conducting destructive testing in specific locations where defects are more likely to occur. This approach will help us take the necessary measures to address any issues and ensure that everything functions correctly.

Disclaimers:

The conclusion mentioned above, and the recommendation are based on this report's limited scope of work. I&E Construction reserves the right to amend our opinion and conclusion should additional information becomes available.

EXHIBIT 13

MOTION TO TRANSFER VENUE



Expand All

Case Number	Filed Date	Disposition Date	County	Case Type	Status	Contested	Jury Trial
292025CA012233A001HC [25-CA-012233]	12/03/2025	07/28/2026	HILLSBOROUG	Construction Defect	Open	No	Yes

10

Party Name	Party Type	Attorney	Bar ID
FARFANTE, DARREN DAVID	JUDGE		
FARFANTE, DARREN DAVID	JUDGE AT DISPOSITION		
CALDERON , BRUCE ROBERT	ATTORNEY		
GIERKE , CHRISTINA BREDAHL	ATTORNEY		
KIM , HAE JUNG	ATTORNEY		
MAPES , SARA WOOLFORD	ATTORNEY		
KLAPSA , KATHERINE LEE	ATTORNEY		
DROZ-STOLINAS , ELIZABETH	ATTORNEY		
GREEN , KELLY ELIZABETH	ATTORNEY		
KELLEY , KIMBERLY ANN	ATTORNEY		

Dockets | Viewable | Processing | Request | Requested | Not Viewable

Page : 1 ALL

Image	Doc #	Action Date	Description	Pages
	563	10/06/2026	NOTICE OF VOLUNTARY DISMISSAL	3
	566	10/05/2026	NOTICE OF NON-AVAILABILITY	4
	565	10/05/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	4
	564	10/05/2026	NOTICE OF APPEARANCE	4
	562	10/05/2026	MOTION FOR ENLARGEMENT OF TIMETO SERVE EXPERT REPORT	16
	561	10/01/2026	AGREED ORDERGRANTING MOTION FOR EXTENSION OF TIME **GRANTED**	4
	560	10/01/2026	AGREED ORDERON SCOTT LANE ENTERPRISES, LLC MOTION FOR RELIEF FROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES **GRANTED**	3
	559	10/01/2026	AGREED ORDERON 5BEU, LLC.'S MOTION FOR RELIEF FROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES	3
	558	10/01/2026	AGREED ORDERON HOLLAND OPERATIONS, LLC MOTION FOR RELIEF FROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES	3
	557	10/01/2026	NOTICE OF COMPLIANCE	3
	556	09/30/2026	REPLY TO AFFIRMATIVE DEFENSES	17
	555	09/29/2026	MOTION FOR ENLARGEMENT OF TIMETO SERVE EXPERT REPORT	8
	554	09/29/2026	DISCLOSURE	22
	553	09/29/2026	WITNESS LIST	10
	552	09/28/2026	AGREED ORDERGRANTING DEFENDANT, BRAD MCDONALD ROOFING & CONSTRUCTION, INC.'S MOTION FOR EXTENSION OF TIME TO FILE EXPERT REPORT **GRANTED**	2
	551	09/25/2026	NOTICE OF FILINGEXPERT REPORT - ATTACHED	
	546	09/25/2026	WITNESS LIST	17
	550	09/24/2026	ORDER GRANTING MOTION FOR EXTENSION OF TIMEAGREED ORDER: TO FILE EXPERT REPORT	2
	549	09/24/2026	AGREED ORDERGRANTING P&M INSTALLATIONS, LLC'S MOTION FOR EXTENSION OF TIME TO DISCLOSE FACT AND EXPERT DISCLOSURE **GRANTED**	3
	548	09/24/2026	ORDER GRANTING MOTION FOR EXTENSION OF TIMEAGREED ORDER: TO FILE EXPERT REPORT	2
	544	09/24/2026	WITNESS LIST	12
	543	09/24/2026	WITNESS LIST	12
	542	09/24/2026	WITNESS LIST	12
	540	09/24/2026	NOTICE OF SERVING	3
	539	09/24/2026	NOTICE OF COMPLIANCE	3
	538	09/24/2026	NOTICE OF SERVING	3
	537	09/24/2026	NOTICE OF COMPLIANCE	3
	536	09/24/2026	NOTICE OF SERVICE	3
	535	09/24/2026	NOTICE OF COMPLIANCE	3
	545	09/23/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3
	541	09/23/2026	ORDER FOR SUBSTITUTION OFCOUNSEL	4
	534	09/23/2026	NOTICE OF APPEARANCE	8
	532	09/22/2026	REPLY TO AFFIRMATIVE DEFENSES	14
	530	09/21/2026	MOTION FOR RELIEFFROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES	4
	529	09/21/2026	MOTION FOR RELIEFFROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES	4
	528	09/21/2026	MOTION FOR RELIEFFROM AGREED CASE MANAGEMENT PLAN AND ORDER DEADLINES	4
	527	09/21/2026	ANSWER TO THIRD PARTY COMPLAINTAND AFFIRMATIVE DEFENSES TO DEFENDANT/THIRD-PARTY PLAINTIFF, BUILDERS FIRSTSOURCE-FLORIDA, LLC n/k/a BFS GROUP, LLC'S THIRD PARTY COMPLAINT	
	526	09/21/2026	ANSWER AND AFFIRMATIVE DEFENSES/THIRD-PARTY PLAINTIFF, BUILDERS FIRSTSOURCE-FLORIDA, LLC n/k/a BFS GROUP, LLC'S THIRD PARTY COMPLAINT	
	525	09/21/2026	AMENDED ANSWERAND AFFIRMATIVE DEFENSES TO DEFENDANT/THIRD-PARTY PLAINTIFF, SILVER TREND, INC'S THIRD PARTY COMPLAINT	
	533	09/18/2026	NOTICE OF ACCEPTANCE OF PROPOSAL SETTLEMENT	10
	531	09/18/2026	OTHER-GRANTING MOTION FOR EXTENSION OF TIMETO FILE EXPERT DISCLOSURE AND RESPONSIVE EXPERT REPORT	2

Image	Doc #	Action Date	Description	Pages
	524	09/18/2026	NOTICE OF COMPLIANCE	40
	523	09/18/2026	ANSWER AND AFFIRMATIVE DEFENSESTO DEFENDANT/THIRD-PARTY PLAINTIFF, SILVER TREND, INC'S THIRD PARTY COMPLAINT	
	522	09/14/2026	MOTION FOR EXTENSION OF TIMETO FILE EXPERT DISCLOSURE AND PRODUCE EXPERT REPORT	5
	521	09/10/2026	ANSWER AND AFFIRMATIVE DEFENSESTO DFNT/THIRD-PARTY PLTF, LEOLA CONSTRUCTION, LLC'S THIRD-PARTY COMPLAINT	16
	520	09/08/2026	MOTION FOR EXTENSION OF TIMETO SERVE EXPERT REPORT	4
	519	09/08/2026	DEFAULT ENTERED BY CLERK	2
	518	09/08/2026	REPLY TO AFFIRMATIVE DEFENSES	10
	517	09/04/2026	MOTION FOR EXTENSION OF TIMETO DISCLOSE FACT AND EXPERT DISCLOSURE	4
	516	09/03/2026	NOTICE OF FILINGAFFIDAVIT OF SERVICE - EXPRESS PAVERS LLC - ATTACHED	3
	515	09/03/2026	ANSWER AND AFFIRMATIVE DEFENSESTO SILVER TREND, INC.'S THIRD-PARTY COMPLAINT	
	514	09/03/2026	STIPULATION FOR SUBSTITUTION OF COUNSEL	7
	513	09/01/2026	NOTICE OF COMPLIANCE	7
	511	08/31/2026	AMENDED NOTICE OF APPEARANCE	3
	512	08/28/2026	CROSS NOTICE OF TAKING VIDEO DEPOSITION-WEEKLEY HOMES, LLC'S EXPERT, BRICE R. MILLER, JASON M. BURBY	3
	510	08/28/2026	NOTICE OF APPEARANCEAND DESIGNATION OF ELECTRONIC MAIL ADDRESSES	4
	509	08/28/2026	NOTICE OF SERVING	2
	508	08/27/2026	NOTICE OF SERVICE OF PROPOSAL SETTLEMENT	2
	507	08/27/2026	Signature Page For Clerk's Default	2
	506	08/27/2026	MOTION FOR DEFAULT BY CLERKEXHIBITS ATTACHED	19
	505	08/25/2026	AGREED ORDERVACATING CLERK'S DEFAULT AGAINST MICHAEL DEARSMAN	3
	504	08/25/2026	ANSWER AND AFFIRMATIVE DEFENSESTO LEOLA CONSTRUCTION, L.L.C.'S THIRD-PARTY COMPLAINT	16
	503	08/25/2026	NOTICE OF TAKING DEPOSITION	12
	502	08/25/2026	E-FILED SUMMONS ISSUEDNANDEZ STUCCO SERVICES, LLC AS TO THIRD PARTY COMPLAINT #478	2
	501	08/25/2026	E-FILED SUMMONS ISSUEDBARAHONA RENOVATIONS, INC. AS TO THIRD PARTY COMPLAINT #478	2
	500	08/25/2026	E-FILED SUMMONS ISSUEDSOLUTIONS CONTRACTOR, INC. AS TO THIRD PARTY COMPLAINT #478	2
	499	08/24/2026	NOTICE OF TAKING DEPOSITION	15
	498	08/24/2026	NOTICE OF TAKING DEPOSITION	15
	497	08/24/2026	NOTICE OF TAKING DEPOSITION	12
	496	08/24/2026	NOTICE OF TAKING DEPOSITION	12
	495	08/24/2026	NOTICE OF TAKING DEPOSITION	12
	494	08/21/2026	JOINT STIPULATION	9
	493	08/20/2026	NOTICE OF APPEARANCE	3
	492	08/20/2026	OBJECTION	11
	491	08/19/2026	ORDER GRANTINGPROPOSED ORDER GRANTING AYALA'S CONSTRUCTION GROUP, LLC'S MOTION FOR LEAVE TO FILE THIRD-PARTY COMPLAINT **GRANTED**	2
	490	08/19/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	2
	489	08/19/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	2
	488	08/19/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	2
	487	08/19/2026	REQUEST FOR COPIES	
	486	08/17/2026	ANSWER AND AFFIRMATIVE DEFENSESTO BUILDERS FIRSTSOURCE-FLORIDA, LLC N/K/A BFS GROUP, LLC'S, THIRD-PARTY COMPLAINT	
	485	08/17/2026	NOTICE OF FILINGATTACHED	8
	484	08/17/2026	NOTICE OF CHANGE OF ADDRESS OF COUNSEL	10
	483	08/14/2026	DISCLOSURE	79
	482	08/14/2026	NOTICE OF COMPLIANCE	8
	481	08/14/2026	NOTICE OF COMPLIANCE	9
	480	08/14/2026	DISCLOSURE	64
	479	08/14/2026	PRIVILEGE LOG	8
	477	08/14/2026	NOTICE OF SERVICE	4
	478	08/12/2026	MOTION FOR LEAVE TOTO FILE THIRD-PARTY COMPLAINT	84
	476	08/10/2026	NOTICE OF NON-AVAILABILITY	3
	475	08/06/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3
	474	08/06/2026	NOTICE OF APPEARANCE	3
	473	08/06/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3
	472	08/06/2026	NOTICE OF APPEARANCE	3
	471	08/06/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	470	08/06/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	469	08/05/2026	ACCEPTANCE OF SERVICE AND WAIVEROF FORMAL PROCESS	3
	468	07/31/2026	NOTICE- OF SUGGESTION OF BANKRUPTCY AND AUTOMATIC STAY	6
	467	07/31/2026	NOTICE OF FILINGDEFENDANT/THIRD-PARTY PLAINTIFF SILVER TREND, INC.'S, NOTICE OF FILING EXPERT REPORTS	37
	466	07/30/2026	Signature Page For Clerk's Default	2
	465	07/30/2026	MOTION FOR DEFAULT BY CLERKNOT PROCESSED; CASE NUMBER ON PAGES 2-10 & 20 DOES NOT MATCH RETURN OF SERVICE, CASE STYLE AS TO THIRD-PARTY DEFENDANT SQUIPPEEK, INC. DOES NOT MATCH	20
	464	07/28/2026	CERTIFICATE OFCERTIFICATE OF MEDIATION AUTHORITY	3
	463	07/28/2026	CERTIFICATE OFP&M INSTALLATIONS, LLC.'S CERTIFICATE OF ATTENDANCE AND AUTHORITY FOR MEDIATION	3
	462	07/28/2026	CERTIFICATE OFTHIRD-PARTY DEFENDANT, RIPA & ASSOCIATES, LLC'S CERTIFICATE OF MEDIATION AUTHORITY	3
	461	07/28/2026	NOTICE OF CANCELLATIONOF HEARING - 8/17/26 AT 9:30 AM	7
	460	07/28/2026	NOTICE OF VOLUNTARY DISMISSAL	
	459	07/28/2026	NOTICE OF VOLUNTARY DISMISSAL	4
	458	07/28/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3

Image	Doc #	Action Date	Description	Pages
	457	07/28/2026	NOTICE OF APPEARANCE	3
	456	07/27/2026	NOTICEOF ENTRY UPON LAND	3
	455	07/27/2026	NO SUMMONS ISSUED FEES NOT PAID	
	454	07/24/2026	NOTICE OF APPEARANCE	3
	453	07/22/2026	CERTIFICATE OFMEDIATION AUTHORITY	4
	452	07/22/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSAMENDED - OF THE LAW OFFICE OF THAMIR A.R. KADDOURI, JR, P.A. OF SERVICE BY - PURSUANT TO RULE 2.516	4
	451	07/22/2026	CERTIFICATE OFMEDIATION AUTHORITY - July 29, 2026, beginning at 9:00 A.M. (EST)	4
	450	07/22/2026	NOTICE OF COMPLIANCE	3
	448	07/21/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	447	07/21/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	449	07/20/2026	CERTIFICATE OF-MEDIATION AUTHORITY	3
	446	07/17/2026	CERTIFICATE OFAUTHORITY FOR MEDIATON	6
	445	07/17/2026	CERTIFICATE OFATTENDANCE AND AUTHORITY	8
	444	07/16/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3
	443	07/15/2026	CERTIFICATE OFMEDIATION AUTHORITY - Wednesday, July 29, 2026, beginning at 9:00 a.m.	9
	442	07/15/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS	3
	441	07/15/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSAMENDED NOTICE OF	3
	440	07/14/2026	CERTIFICATE OFAUTHORITY FOR MEDAITION	6
	437	07/14/2026	REQUEST FOR PRODUCTION	16
	436	07/14/2026	REQUEST FOR PRODUCTION	15
	435	07/14/2026	NOTICE OF SERVICE OF INTERROGATORIES	9
	434	07/14/2026	NOTICE OF SERVICE OF INTERROGATORIES	9
	439	07/13/2026	CERTIFICATE OF- SETTLEMENT AUTHORITY	3
	438	07/13/2026	AMENDED NOTICE OF APPEARANCE- AND DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE	3
	433	07/13/2026	ANSWER AND AFFIRMATIVE DEFENSESTO THIRD-PARTY COMPLAINT	12
	430	07/10/2026	REQUEST TO PRODUCE	12
	429	07/10/2026	NOTICE OF SERVICE OF INTERROGATORIES	7
	428	07/10/2026	NOTICE OF SERVICE	7
	432	07/09/2026	CERTIFICATE OFAUTHORITY FOR MEDIATION	3
	431	07/09/2026	CERTIFICATE OFAUTHORITY FOR MEDIATION	3
	427	07/07/2026	NOTICE OF NON-AVAILABILITYTHAMIR A.R. KADDOURI, JR , ESQ	3
	426	07/07/2026	NOTICE OF APPEARANCETHAMIR A.R. KADDOURI, JR , ESQ	3
	425	07/07/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS- OF THE LAW OFFICE OF THAMIR A.R. KADDOURI, JR . P.A. OF SERVICE BY - TO RULE 2.516 OF THE FLORIDA RULES OF JUDICIAL ADMINISTRATION	3
	424	07/07/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.), AS TO THE SECRETARY OF STATE	3
	423	07/07/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	8
	422	07/06/2026	ANSWER AND AFFIRMATIVE DEFENSESTO THIRD -PARTY PLAINTIFF'S, GB CONSTRUCTION SERVICES, INC, THIRD -PARTY COMPLAINT	16
	420	07/02/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	419	07/02/2026	NOTICE OF FILINGAFFIDAVIT OF NON - SERVICE - USA BEST SERVICES, INC - ATTACHED	6
	418	07/02/2026	NOTICE OF APPEARANCE	3
	421	07/01/2026	CERTIFICATE OFLEOLA CONSTRUCTION, LLC'S - AUTHORITY FOR MEDIATION	5
	417	06/29/2026	AFFIDAVIT OF SERVICE OF PROCESSDAD'S PAINTING & GENERAL MAINTENANCE, LLC - 23rd day of June, 2026	1
	416	06/26/2026	NOTICE OF COMPLIANCE	3
	415	06/26/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (SILVER TREND, INC)	3
	414	06/25/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSAMENDED	3
	413	06/25/2026	AMENDED NOTICE OF APPEARANCE	3
	412	06/24/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	411	06/23/2026	DISCLOSURE	8
	410	06/23/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSAMENDED	5
	409	06/23/2026	WITNESS LIST	4
	408	06/22/2026	NOTICE OF HEARINGAUGUST 17, 2026 9:30AM ZOOM	8
	407	06/17/2026	ORDER GRANTING MOTION FOR EXTENSION OF TIMEAGREED, TO FILE EXPERT WITNESS DISCLOSURE	3
	406	06/17/2026	AFFIDAVIT OF COMPLIANCE	6
	405	06/17/2026	AFFIDAVIT OF COMPLIANCE	9
	404	06/16/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.), AS TO THE SECRETARY OF STATE	3
	403	06/16/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.), AS TO THE SECRETARY OF STATE	3
	402	06/16/2026	E-FILED PLURIES SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.), AS TO THE SECRETARY OF STATE	3
	401	06/15/2026	REPLY TO AFFIRMATIVE DEFENSES	11
	400	06/12/2026	SUMMONS RETURNED NOT SERVED	1
	399	06/12/2026	SUMMONS RETURNED NOT SERVED	1
	398	06/12/2026	SUMMONS RETURNED NOT SERVED	1
	397	06/12/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	396	06/12/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	395	06/12/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	394	06/10/2026	NOTICE OF COMPLIANCE	8
	393	06/09/2026	WITNESS LIST	11
	392	06/09/2026	SUMMONS RETURNED NOT SERVED	5

Image	Doc #	Action Date	Description	Pages
	391	06/08/2026	CERTIFICATE OF COMPLIANCE	3
	390	06/08/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.)	4
	389	06/08/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.)	4
	388	06/08/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.)	4
	387	06/08/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C.)	4
	386	06/08/2026	NO SUMMONS ISSUEDFEES PAID, NEED RETURN OF SERVICE - amattingly@butler.legal	1
	385	06/04/2026	AMENDED NOTICE OF APPEARANCE	6
	384	06/04/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	383	06/04/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	382	06/04/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	381	06/04/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	380	06/04/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	379	06/03/2026	MOTION FOR EXTENSION OF TIMETO COMPLY WITH CASE MANAGEMENT ORDER	4
	378	06/03/2026	MOTION TO EXTENDTIME TO FILE EXPERT WITNESS DISCLOSURE	4
	377	06/03/2026	DISCLOSURE	7
	376	06/02/2026	PAYMENT RECEIVED VIA HOVER - MFC Hover MFC Order ID: 19235003	
	375	06/02/2026	LETTER FROM CLERK	1
	374	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	373	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	372	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	371	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	370	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	369	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	5
	368	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	367	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	366	06/02/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (GB CONSTRUCTION SERVICES INC)	4
	365	06/01/2026	AGREED ORDERAMENDING CASE MANAGEMENT ORDER EXPERT DISCLOSURE DEADLINES / GRANTED	4
	364	06/01/2026	WITNESS LIST	10
	363	06/01/2026	WITNESS LIST	5
	362	06/01/2026	AMENDED NOTICE OF APPEARANCEAS COUNSEL AND DESIGNATION OF E-MAIL ADDRESSES	3
	361	05/29/2026	WITNESS LIST	10
	360	05/29/2026	WITNESS LIST	6
	359	05/29/2026	WITNESS LIST	9
	358	05/29/2026	WITNESS LIST	5
	357	05/29/2026	WITNESS LIST	6
	356	05/29/2026	WITNESS LIST	10
	355	05/29/2026	WITNESS LIST	7
	354	05/29/2026	AMENDED NOTICE	2
	353	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	352	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	351	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	350	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	349	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	348	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	5
	347	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	346	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	345	05/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	344	05/28/2026	WITNESS LIST	7
	343	05/28/2026	WITNESS LIST	9
	342	05/28/2026	NOTICE OF COMPLIANCE	13
	341	05/26/2026	ANSWER AND AFFIRMATIVE DEFENSES-TO LEOLA CONSTRUCTION, LLC'S THIRD-PARTY COMPLAINT	13
	340	05/22/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSAMENDED	3
	339	05/18/2026	SUMMONS RETURNED SERVED	1
	338	05/18/2026	SUMMONS RETURNED SERVED	1
	337	05/18/2026	DEFAULT ENTERED BY CLERK	3
	336	05/18/2026	DEFAULT ENTERED BY CLERK	3
	335	05/18/2026	DEFAULT ENTERED BY CLERK	3
	333	05/18/2026	DEFAULT ENTERED BY CLERK	3
	334	05/15/2026	NOTICE OF NON-AVAILABILITYJULY 15, 2026 THROUGH JULY 27 2026, AMY M. DARBY ESQ.	5
	331	05/15/2026	NOTICE OF COMPLIANCE	5
	330	05/15/2026	NOTICE OF COMPLIANCE	3
	329	05/15/2026	NOTICE OF COMPLIANCE	5
	328	05/15/2026	NOTICE OF COMPLIANCE	3
	332	05/14/2026	NOTICE OF FILINGRETURN OF SERVICE UPON THIRD-PARTY DEFENDANT, HILL UP CONTRACTORS, LLC (EXHIBIT A) -ATTACHED	8
	327	05/14/2026	Signature Page For Clerk's Default	3
	326	05/14/2026	Signature Page For Clerk's Default	3

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	325	05/14/2026	Signature Page For Clerk's Default	3
	324	05/14/2026	Signature Page For Clerk's Default	3
	323	05/14/2026	MOTION FOR DEFAULT BY CLERKEXHIBITS ATTACHED	10
	322	05/14/2026	MOTION FOR DEFAULT BY CLERKEXHIBITS ATTACHED	10
	321	05/14/2026	MOTION FOR DEFAULT BY CLERKEXHIBITS ATTACHED	10
	320	05/14/2026	MOTION FOR DEFAULT BY CLERKEXHIBITS ATTACHED	10
	317	05/13/2026	AGREED ORDERON GB CONSTRUCTION SERVICES INC.'S MOTION FOR LEAVE TO FILE ITS THIRD-PARTY COMPLAINT **GRANTED**	2
	319	05/12/2026	MOTION FOR LEAVE TODFDT GB CONSTRUCTION SERVICES INC. -FILE ITS THIRD-PARTY COMPLAINT	214
	318	05/12/2026	NOTICE OF FILINGthe Return of Service upon Third-Party Defendant, Durigeto's Services Inc. attached hereto as Exhibit A	8
	315	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	314	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	313	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	312	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	311	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	310	05/08/2026	E-FILED ALIAS SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (LEOLA CONSTRUCTION, L.L.C.)	3
	316	05/06/2026	SUPPLEMENTAL-EXPERT WITNESS DISCLOSURE OFDEFENDANT/THIRD-PARTY PLAINTIFF SILVER TREND, INC.,	10
	309	05/06/2026	NOTICE OF COMPLIANCE	5
	308	05/06/2026	NOTICE OF COMPLIANCE	8
	304	05/04/2026	NOTICE OF CHANGE OF ADDRESS OF COUNSEL	2
	303	05/01/2026	AMENDED NOTICE OF APPEARANCESECOND-AND DESIGNATION OF E-MAIL ADDRESSES	6
	302	05/01/2026	DISCLOSURE	16
	301	05/01/2026	DISCLOSURE	2
	300	05/01/2026	NOTICE OF DISCLOSURE	10
	299	05/01/2026	DISCLOSURE	18
	298	05/01/2026	DISCLOSURE	6
	297	05/01/2026	DISCLOSURE	23
	296	05/01/2026	DISCLOSURE	9
	295	05/01/2026	NO SUMMONS ISSUED[FEES PAID] ATTY: Christine.Gierke@cskIegal.com / SUMMONS CASE STYLES DO NOT MATCH 3RD-PARTY COMPLAINT	3
	307	04/30/2026	NOTICE OF COMPLIANCE	3
	306	04/30/2026	NOTICE OF COMPLIANCE- WITH THE COURT'S CASE MANAGEMENT ORDER REGARDING DOCUMENT PRODUCTION	3
	305	04/30/2026	WITNESS LISTEXPERT -	16
	294	04/30/2026	DISCLOSURE	4
	293	04/30/2026	NOTICE OF COMPLIANCE	3
	292	04/30/2026	NOTICE OF SERVICE OF ANSWERS TO INTERROGATORIES	2
	291	04/30/2026	NOTICE OF SERVICE OF ANSWERS TO INTERROGATORIES	2
	290	04/30/2026	NOTICE OF COMPLIANCE	2
	289	04/30/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	288	04/30/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	287	04/30/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	286	04/30/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	4
	285	04/30/2026	E-FILED THIRD PARTY COMPLAINT	167
	284	04/30/2026	NOTICE OF COMPLIANCE	8
	283	04/30/2026	DISCLOSURE	9
	282	04/30/2026	MOTION TO AMEND- CASE MANAGEMENT ORDER EXPERT DISCLOSURE DEADLINES	10
	281	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	280	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	279	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	278	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	277	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	276	04/29/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	275	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	274	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	273	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	272	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	271	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	270	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	269	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	268	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	267	04/29/2026	SUMMONS RETURNED NOT SERVED	1
	266	04/27/2026	NOTICE OF COMPLIANCE	8
	265	04/27/2026	WITNESS LIST	11
	264	04/23/2026	SUMMONS RETURNED SERVEDCRETON CONSTRUCTION CORP, CORPORATE, 04/21/26	4
	263	04/23/2026	SUMMONS RETURNED SERVED5BEU, 04/21/26	4
	262	04/23/2026	NOTICE OF FILINGDEFENDANT'S, SILVER TREND, INC.-5BEU, LLC- NOT ATTACHED, CRETON CONSTRUCTION CORP-NOT ATTACHED	3
	260	04/20/2026	MOTION TO DISMISSTHIRD-PARTY PLAINTIFF, BUILDERS FIRSTSOURCE - FLORIDA, LLC, n/k/a BFS GROUP, LLC'S, THIRD-PARTY COMPLAINT	254
	259	04/20/2026	NOTICE OF APPEARANCE AND DESIGNATION OF E-MAIL ADDRESSES - MATTHEW T. SHARD - RYWANT, ALVAREZ, JONES, RUSSO & GUYTON, P.A.	6

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	258	04/16/2026	DISCLOSURE	10
	257	04/16/2026	SUMMONS RETURNED SERVED	1
	256	04/16/2026	SUMMONS RETURNED SERVED	1
	255	04/16/2026	NOTICE OF VOLUNTARY DISMISSAL	4
	254	04/14/2026	MOTION TO DISMISSSECOND AMENDED -	6
	253	04/14/2026	NOTICE OF APPEARANCE- AND DESIGNATION OF E-MAIL ADDRESSES FOR SERVICE	3
	252	04/09/2026	DEFENDANT NOTICE OF HEARINGUNILATERALLY SET - VIA ZOOM - APRIL 20, 2026, AT 10:30AM - AMENDED MOTION TO DISMISS	4
	251	04/08/2026	DISCLOSURE	7
	250	04/07/2026	EXHIBIT	2
	249	04/07/2026	MOTION TO DISMISSAMENDED -	4
	248	04/02/2026	DISCLOSURE	9
	247	03/31/2026	AGREED ORDERCASE MANAGEMENT PLAN AND ORDER	30
	246	03/30/2026	REQUEST FOR COPIES	3
	245	03/30/2026	NOTICE-OF DESIGNATION OF EMAIL ADDRESS	3
	244	03/30/2026	NOTICE OF APPEARANCELEE A. KANTOR	3
	243	03/30/2026	MOTION FOR EXTENSION OF TIMETO MOVE OR RESPOND TO THIRD-PARTY PLAINTIFF, BUILDERS FIRSTSOURCE - FLORIDA, LLC, n/k/a BFS GROUP, LLC'S, THIRD-PARTY COMPLAINT	4
	242	03/26/2026	OBJECTION TO NOTICE OF PRODUCTION FROM NON PARTY	10
	241	03/25/2026	NOTICE OF INTENT TO SUBPOENADEFENDANT, TS SITE PREP, INC.'S NOTICE OF PRODUCTION TO NON-PARTIES3X- COS 03/25/26	24
	240	03/25/2026	OBJECTION	9
	239	03/24/2026	NOTICE OF CHANGE OF FIRM NAME	4
	238	03/23/2026	REPORTFIRST CASE MANAGEMENT- IN COMPLEX BUSINESS LITIGATION DIVISION	43
	237	03/23/2026	AMENDED NOTICE OF HEARING03/30/26 AT 10:30AM - VIA ZOOM	9
	236	03/23/2026	DEFAULT ENTERED BY CLERK	1
	235	03/19/2026	MOTION FOR DEFAULT BY CLERK	9
	234	03/18/2026	REQUEST FOR PRODUCTION	6
	233	03/18/2026	REQUEST FOR PRODUCTION	7
	232	03/18/2026	NOTICE OF SERVICE OF INTERROGATORIES	2
	231	03/18/2026	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESS-PURSUANT TO FLORIDA RULE OF JUDICIAL ADMINISTRATION 2.516	5
	230	03/18/2026	NOTICE OF APPEARANCE	5
	229	03/17/2026	SUMMONS RETURNED SERVED	1
	228	03/17/2026	SUMMONS RETURNED SERVED	1
	227	03/17/2026	SUMMONS RETURNED SERVED	1
	226	03/16/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (SILVER TREND, INC)	3
	225	03/16/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (SILVER TREND, INC)	3
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	223	03/16/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (SILVER TREND, INC)	3
	222	03/16/2026	E-FILED SUMMONS ISSUEDPER THIRD-PARTY COMPLAINT (SILVER TREND, INC)	3
	221	03/16/2026	OBJECTION- TO REQUEST FOR PRODUCTION AND INTERROGATORIES FROM DEFENDANT, TS SITE PREP, INC	8
	220	03/16/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	7
	219	03/16/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	7
	218	03/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	217	03/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	215	03/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	214	03/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	213	03/10/2026	AMENDED NOTICE OF APPEARANCE	3
	212	03/06/2026	REQUEST FOR PRODUCTIONDEFENDANT, TS SITE PREP, INC.'S FIRST - TO PLAINTIFF, LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC	7
	211	03/06/2026	NOTICE OF SERVINGDEFENDANT, TS SITE PREP, INC'S - FIRST SET OF INTERROGATORIES TO PLAINTIFF, LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC	3
	210	03/04/2026	NO SUMMONS ISSUED[FEES PAID] ATTY: amattingly@butler.legal / SUMMONS CASE STYLE DOES NOT MATCH THE 3RD-PARTY COMPLAINT STYLE (SILVER TREND)	4
	209	03/03/2026	AMENDED NOTICE OF APPEARANCE- AS COUNSEL AND DESIGNATION OF E-MAIL ADDRESSES	3
	208	03/03/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	207	03/03/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	205	03/03/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	204	03/03/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	203	03/02/2026	NOTICE OF LIMITED REPRESENTATION- MOTION TO DISMISS, AND MOTION FOR ENLARGEMENT OF TIME	4
	202	03/02/2026	AMENDED NOTICE	5
	201	03/02/2026	DISCLOSURE	4
	200	03/02/2026	ANSWER AND AFFIRMATIVE DEFENSESTO PLAINTIFF'S COMPLAINT	12
	199	03/02/2026	NO SUMMONS ISSUED[FEES PAID] ATTY: amattingly@butler.legal / SUMMONS CASE STYLE DOES NOT MATCH THE 3RD-PARTY COMPLAINT STYLE (SILVER TREND)	4
	198	02/27/2026	NOTICE OF APPEARANCE	3
	197	02/27/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	196	02/27/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	195	02/27/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3

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	183	02/27/2026	EXHIBIT	47
	182	02/27/2026	EXHIBIT	64
	181	02/27/2026	EXHIBIT	49
	180	02/27/2026	EXHIBIT	61
	179	02/27/2026	ANSWER AND AFFIRMATIVE DEFENSESTO PLAINTIFF'S, LAKEVIEW AT CITRUS PARK HOMEOWNERS' ASSOCIATION, INC., COMPLAINT AND THIRD-PARTY COMPLAINT	48
	178	02/26/2026	AMENDED NOTICE OF APPEARANCEAND DESIGNATION OF PRIMARY EMAIL ADDRESS	2
	177	02/25/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	7
	176	02/25/2026	AMENDED NOTICE OF APPEARANCE- AND EMAIL DESIGNATION	5
	175	02/25/2026	NOTICE OF MEDIATION CONFERENCE	7
	174	02/23/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	6
	173	02/20/2026	NOTICE OF APPEARANCEAS CO-COUNSEL AND DESIGNATION OF E-MAIL ADDRESSES	3
	172	02/18/2026	NOTICE OF HEARINGMarch 30, 2026 at 10:30 AM	7
	171	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	170	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	169	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	168	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
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	166	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	5
	165	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	164	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
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	162	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	161	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	160	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	159	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	158	02/18/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (LEOLA CONSTRUCTION)	3
	157	02/17/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	153	02/17/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	152	02/17/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	5
	151	02/17/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	145	02/17/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	143	02/17/2026	E-FILED THIRD PARTY COMPLAINT	303
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	135	02/17/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (BUILDERS FIRSTSOURCE)	3
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	132	02/17/2026	E-FILED SUMMONS ISSUED- AS PER 3RD-PARTY COMPLAINT (BUILDERS FIRSTSOURCE)	3
	131	02/17/2026	AGREED ORDERON SILVER TREND, INC'S, UNOPPOSED MOTION TO VACATE CLERK'S DEFAULT	2
	130	02/16/2026	AGREED ORDERGRANTING JOINT STIPULATION TO SET ASIDE CLERK'S DEFAULT	2
	129	02/16/2026	JOINT STIPULATION	2

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	126	02/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	124	02/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	123	02/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
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	117	02/13/2026	REQUEST FOR SUMMONS TO BE ISSUED (E-Filed)	3
	116	02/12/2026	ANSWER AND AFFIRMATIVE DEFENSES- TO PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL	15
	115	02/11/2026	LETTER TOATTY: smaribona@rrbpa.com / EXCESS DEFT. FEES	2
	114	02/10/2026	NOTICE OF SERVICEDEFENDANT BRAD MCDONALD ROOFING & CONSTRUCTION, INC'S - OF INITIAL DISCOVERY DISCLOSURE	2
	113	02/10/2026	NOTICE OF FILINGEXHIBITS 6 THROUGH 12 ATTCHD	116
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	109	02/10/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	6
	108	02/10/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	6
	107	02/10/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	6
	106	02/09/2026	DISCLOSURE	4
	105	02/09/2026	NOTICE OF DISCLOSURE	2
	104	02/09/2026	MOTION TO VACATEDEFENDANT'S, SILVER TREND, INC., UNOPPOSED - CLERK'S DEFAULT	3
	103	02/05/2026	NOTICE OF APPEARANCESILVER TREND, INC.'S - AND DESIGNATION OF E-MAIL ADDRESSES - ASHLEY M. MATTINGLY, ESQUIRE, JACQUELINE T. CARRICATO, ESQUIRE WITH LAW FIRM BUTLER WEIHMULLER KATZ CRAIG LLP	3
	102	02/04/2026	ANSWER AND AFFIRMATIVE DEFENSESDEFENDANT BRAD MCDONALD ROOFING & CONSTRUCTION, INC.'S - TO PLAINTIFF'S COMPLAINT	17
	101	02/03/2026	DEFAULT ENTERED BY CLERK	1
	100	02/03/2026	DEFAULT ENTERED BY CLERK	1
	99	02/03/2026	DEFAULT NOT ENTERED BY CLERKDUE TO NOTICE OF WITHDRAWAL FILED ON 1/29/2026	2
	98	02/02/2026	DISCLOSURE	6
	97	02/02/2026	NOTICE OF SERVING	2
	94	01/29/2026	ANSWER AND AFFIRMATIVE DEFENSES	12
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	96	01/28/2026	NOTICE OF APPEARANCEDEFENDANT BRAD MCDONALD ROOFING & CONSTRUCTION, INC.'S	2
	95	01/28/2026	NOTICEOF DESIGNATION OF EMAIL ADDRESS	3
	89	01/28/2026	ANSWER AND AFFIRMATIVE DEFENSESLEOLA CONSTRUCTION, L.L.C.'S - TO PLAINTIFF'S COMPLAINT	13
	88	01/27/2026	MOTION FOR DEFAULT BY CLERK	6
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	85	01/26/2026	ANSWER AND AFFIRMATIVE DEFENSES	10
	81	01/22/2026	NOTICE OF DISCLOSURE	3
	80	01/22/2026	AVOIDANCE OF AFFIRMATIVE DEFENSES	5
	84	01/20/2026	ANSWER AND AFFIRMATIVE DEFENSESDEFENDANT'S BUILDERS FIRSTSOURCE-FLORIDA LLC, N/K/A BFS GROUP, LLC - TO PLAINTIFF'S COMPLAINT AND DEMAND FOR JURY TRIAL	17
	83	01/20/2026	NOTICE OF NON-AVAILABILITYSHANNON L. MARIBON	3
	82	01/20/2026	NOTICE OF APPEARANCE- AND DESIGNATION OF E-MAIL ADDRESSESSHANNON L. MARIBONA	3
	79	01/20/2026	NOTICE OF APPEARANCE- OF CO-COUNSEL AND DESIGNATION OF EMAIL ADDRESSES	4
	78	01/20/2026	ANSWER AND AFFIRMATIVE DEFENSES	11
	77	01/16/2026	ANSWER AND AFFIRMATIVE DEFENSESAND DEMAND FOR JURY TRIAL	12
	76	01/15/2026	ANSWER AND AFFIRMATIVE DEFENSESTO PLAINTIFF'S COMPLAINT	20
	75	01/13/2026	AFFIDAVIT OF SERVICE RETURNED SERVED01/08/26 DEFT. LEOLA CONSTRUCTION, LLC.	1
	74	01/12/2026	ORDER APPROVING STIPULATIONAGREED ORDER GRANTING JOINT STIPULATION TO STAY LITIGATION AND ARBITRATE CLAIMS BETWEEN PLAINTIFF, LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC. AND DEFENDANT, MATTAMY TAMPA/SARASOTA, LLC GRANTED	3
	73	01/12/2026	ANSWER AND AFFIRMATIVE DEFENSES	16
	72	01/09/2026	NOTICE OF APPEARANCE- AND DESIGNATION OF EMAIL ADDRESSES	4
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	70	01/08/2026	JOINT STIPULATION	6
	69	01/08/2026	NOTICE OF APPEARANCE- AND DESIGNATION OF EMAIL ADDRESSES	2
	68	01/08/2026	NOTICE OF APPEARANCE- AND EMAIL DESIGNATION	2
	67	01/08/2026	NOTICE OF APPEARANCE- AND EMAIL DESIGNATIONS	3
	66	01/06/2026	ORDER GRANTINGPLAINTIFF'S MOTION FOR APPOINTMENT OF SPECIAL PROCESS SERVER	4
	65	01/06/2026	NOTICE OF APPEARANCE	3
	64	01/05/2026	ORDER GRANTING MOTION FOR APPOINTMENT OF SPECIAL PROCESS SERVER	1

Image	Doc #	Action Date	Description	Pages
	63	01/05/2026	NOTICE OF APPEARANCE	5
	62	12/31/2025	AMENDED NOTICE OF APPEARANCEAND DESIGNATION OF EMAIL ADDRESSES	4
	61	12/30/2025	SUMMONS RETURNED SERVEDVictoria E. Anderson	1
	60	12/30/2025	SUMMONS RETURNED SERVEDVictoria E. Anderson	1
	59	12/30/2025	AFFIDAVIT OF SERVICE RETURNED SERVEDITALIAN TERRAZZO AND TILE CO. OF BREVARD, LLC C/O JOHN R. KANCILIA, REGISTERED AGENT,	1
	58	12/30/2025	SUMMONS RETURNED SERVEDVictoria E. Anderson	1
	57	12/29/2025	AFFIDAVIT OF SERVICE RETURNED SERVED	1
	56	12/29/2025	AFFIDAVIT OF SERVICE RETURNED SERVEDGB CONSTRUCTION SERVICES, INC. C/O REGISTERED AGENT, JOHN RAMPINO, CORPORATE	1
	55	12/23/2025	ANSWER AND AFFIRMATIVE DEFENSES	10
	54	12/23/2025	AFFIDAVIT OF SERVICE RETURNED SERVEDDEFT. SILVER TREND, INC.	1
	53	12/19/2025	NOTICE OF APPEARANCE	2
	52	12/17/2025	MOTION TO APPOINT PROCESS SERVER	4
	51	12/17/2025	MOTION TO APPOINT PROCESS SERVER	4
	50	12/17/2025	AFFIDAVIT OF SERVICE RETURNED SERVED	1
	49	12/17/2025	AFFIDAVIT OF SERVICE RETURNED SERVED	1
	48	12/17/2025	SUMMONS RETURNED SERVEDAyala's ConstructionGroup, LLC D/B/A ACG LLC F/K/A Ayalas Painting and Stucco LLC, F/K/A Ayala's Painting LLC, c/o Daniel Ayala,Registered Agent	1
	47	12/17/2025	AFFIDAVIT OF SERVICE RETURNED SERVED	1
	46	12/17/2025	SUMMONS RETURNED SERVEDBrad McDonald Roofing & Construction, Inc. c/oRegistered Agent: Bradford B. McDonald	1
	45	12/15/2025	20 DAYS SUMMONS RETURNED SERVEDMATTAMY TAMPA/SARASOTA LLC C/O CORPORATION SERVICES COMPANY, R/A, 12/12/2025, CORPORATE	3
	44	12/15/2025	NOTICE OF NON-AVAILABILITYNOTICE OF UNAVAILABILITY	3
	43	12/15/2025	DESIGNATION OF CURRENT MAILING AND E-MAIL ADDRESSDESIGNATION OF THE LAW OFFICE OF THAMIR A.R. KADDOURI, JR., P.A. OF SERVICE BY ELECTRONIC MAIL PURSUANT TO RULE 2.516 OF THE FLORIDA RULES OF JUDICIAL ADMINISTRATION	3
	42	12/15/2025	NOTICE OF APPEARANCE	3
	41	12/12/2025	AFFIDAVIT OF SERVICE RETURNED SERVED12/10/25 DEFT. RIPA & ASSOCIATES, LLC.	1
	40	12/11/2025	AFFIDAVIT OF SERVICE RETURNED SERVEDWeintraub Inspections & Forensic, Inc. d/b/a Weintraub Engineering and Inspections, Inc -	1
	39	12/11/2025	AFFIDAVIT OF SERVICE RETURNED SERVEDBUILDERS FIRSTSOURCE-FLORIDA, LLC C/O CT CORPORATION SYSTEM, 12/10/2025	1
	38	12/04/2025	E-FILED SUMMONS ISSUED	3
	37	12/04/2025	E-FILED SUMMONS ISSUED	3
	36	12/04/2025	E-FILED SUMMONS ISSUED	3
	35	12/04/2025	E-FILED SUMMONS ISSUED	3
	34	12/04/2025	E-FILED SUMMONS ISSUED	3
	33	12/04/2025	E-FILED SUMMONS ISSUED	3
	32	12/04/2025	E-FILED SUMMONS ISSUED	3
	31	12/04/2025	E-FILED SUMMONS ISSUED	3
	30	12/04/2025	E-FILED SUMMONS ISSUED	3
	29	12/04/2025	E-FILED SUMMONS ISSUED	3
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	19	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
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	12	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	11	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	10	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	9	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	8	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	7	12/03/2025	E-FILED REQUEST FOR SUMMONS TO BE ISSUED	3
	6	12/03/2025	REQUEST FOR DIVISION ASSIGNMENT (E-FILING)	1
	5	12/03/2025	Addendum to Civil Cover Sheet	2
	4	12/03/2025	COMPLAINT	60
	3	12/03/2025	CIVIL COVER SHEET	3
	2	12/03/2025	General Differentiated Case Management Applies	
	1	12/03/2025	File Home Location - Electronic	

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Financial Summary

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