Fill in this information to identify the case:

Debtor 1 Fieldstone A&E, LLC

Debtor 2 (Spouse, if filing) _____

United States Bankruptcy Court for the: Eastern District of Michigan

Case number 26-48494

Official Form 410

Proof of Claim

04/25

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

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

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

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

Part 1: Identify the Claim

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

Phillippi Landings C Condominium Association, Inc.
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor _____

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

☑ No
☐ Yes. From whom? _____

3. **Where should notices and payments to the creditor be sent?** Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Phillippi Landings C Condominium Association,
Name

BallJanik LLP, Attn. Patrick J. Button
Number Street

201 E. Pine St., #600
City State ZIP Code

Contact phone 407-404-6718

Contact email pbutton@balljanik.com

Where should payments to the creditor be sent? (if different)

_____
Name

_____
Number Street

_____
City State ZIP Code

Contact phone _____

Contact email _____

Uniform claim identifier (if you use one):

_ _

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

☑ No
☐ Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY

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

☑ No
☐ Yes. Who made the earlier filing? _____

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

6. **Do you have any number you use to identify the debtor?**
☑ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: ____ ____ ____ ____

7. **How much is the claim?** $ 1,300,000.00 . **Does this amount include interest or other charges?**
☑ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. **What is the basis of the claim?**
Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.
Defect Litigation

9. **Is all or part of the claim secured?**
☑ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim.*
☐ Motor vehicle
☐ Other. Describe: _____

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

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

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

Annual Interest Rate (when case was filed)_____%
☐ Fixed
☐ Variable

10. **Is this claim based on a lease?**
☑ No
☐ Yes. **Amount necessary to cure any default as of the date of the petition.** $_____

11. **Is this claim subject to a right of setoff?**
☑ No
☐ Yes. Identify the property: _____

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

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

☑ No

☐ Yes. *Check one:*

	Amount entitled to priority
☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	$_____
☐ Up to $3,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	$_____
☐ Wages, salaries, or commissions (up to $17,150*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	$_____
☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	$_____
☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	$_____
☐ Other. Specify subsection of 11 U.S.C. § 507(a)(__) that applies.	$_____

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

Part 3: Sign Below

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

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

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

Check the appropriate box:

☐ I am the creditor.
☑ I am the creditor's attorney or authorized agent.
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

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

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

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

Executed on date 11/06/2026
MM / DD / YYYY

/s/ Jason P. Smalarz
Signature

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

Name: Jason P. Smalarz
First name | Middle name | Last name

Title: Attorney

Company: Gold, Lange, Majoros & Smalarz, P.C.
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address: 24901 Northwestern Hwy., Ste. 444
Number Street

Southfield, MI 48075
City | State | ZIP Code

Contact phone: 248-350-8220 Email: jsmalarz@glmpc.com

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

PHILLIPPI LANDINGS C CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation,

Plaintiff,

Case No.: 26 CA 000461
Division L

v.

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation; GMG DRYWALL & STUCCO LLC, a Florida limited liability company; LEYVA'S PAINTING AND MORE, LLC, a Florida limited liability company; LEOLA CONSTRUCTION, L.L.C., a Florida limited liability company; BADGER BOB'S SERVICES, INC., a Florida corporation; BAMM2025, INC., f/k/a CUSTOM AIR, INC., a Florida corporation; USA GRADING, INC., a Florida corporation; FIELDSTONE A&E, LLC d/b/a FIELDSTONE ARCHITECTURE AND ENGINEERING, a foreign limited liability company; 84 LUMBER COMPANY, LIMITED PARTNERSHIP, a foreign limited partnership; GULF WESTERN ROOFING & SHEET METAL, INC., a Florida corporation; GWR SOUTH, LLC f/k/a GULF WESTERN ROOFING SOUTH, LLC, a Florida limited liability company; CENTRAL FLORIDA WRAP LLC, a Florida limited liability company; F G E CONSTRUCTION INC., a Florida corporation; HOLLAND LANDSCAPING & TREE SERVICE, INC., a Florida corporation; KEN CREEL STUCCO & STONE, INC., a Florida corporation; MAH HORTICULTURAL SERVICES, LLC, a Florida limited liability company; PHILLIPS CUSTOM WOODWORKING, INC., a Florida corporation; SUTTON CONTRACTING SOLUTIONS, INC., a Florida corporation; STREAMLINE HEATING AND AIR LLC, a Florida limited liability company; AMERICAN RESIDENTIAL PRODUCTS,

PLAINTIFF'S FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

LLC, a foreign limited liability company; MEARES PLUMBING, INC., a Florida corporation, and C-2 ENGINEERING SOLUTIONS, PLLC, LLC, a foreign limited liability company.

Defendants.
_____/

84 LUMBER COMPANY, LIMITED PARTNERSHIP,

Defendant/Third-Party Plaintiff,
v.

FRIENDLY CITY FENESTRATION, LLC, NEW ALENCO WINDOWS, LTD., and PGT INDUSTRIES, LLC,

Third-Party Defendants.
_____/

LEOLA CONSTRUCTION, L.L.C.,

Third-Party Plaintiff,
v.

CONSTRUCTION MKF INC, DACAR CONSTRUCTION LLC, J & A FLORIDA SERVICES LLC, WSC AMERICA CORPORATION,

Third-Party Defendants.
_____/

FIRST AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, PHILLIPPI LANDINGS C CONDOMINIUM ASSOCIATION, INC. (the "Association"), by and through undersigned counsel, hereby sues TAYLOR MORRISON OF FLORIDA, INC. ("TM"); GMG DRYWALL & STUCCO LLC ("GMG"); LEYVA'S PAINTING AND MORE, LLC ("LEYVA'S"); LEOLA CONSTRUCTION, L.L.C. ("LEOLA"); BADGER BOB'S SERVICES, INC. ("BADGER"); BAMM2025, INC., f/k/a CUSTOM AIR, INC.,

("BAMM2025"); USA GRADING, INC. ("USA GRADING"); FIELDSTONE A&E, LLC d/b/a FIELDSTONE ARCHITECTURE AND ENGINEERING ("FIELDSTONE"); 84 LUMBER COMPANY, LIMITED PARTNERSHIP ("84 LUMBER"); GWR SOUTH, LLC f/k/a GULF WESTERN ROOFING SOUTH, LLC ("GWR SOUTH"); GULF WESTERN ROOFING & SHEET METAL, INC. (GULF WESTERN); CENTRAL FLORIDA WRAP LLC ("CENTRAL"); F G E CONSTRUCTION INC. ("F G E"); HOLLAND LANDSCAPING & TREE SERVICE, INC. ("HOLLAND"); KEN CREEL STUCCO & STONE, INC. ("KEN"); MAH HORTICULTURAL SERVICES, LLC ("MAH"); PHILLIPS CUSTOM WOODWORKING, INC. ("PHILLIPS CUSTOM"); SUTTON CONTRACTING SOLUTIONS, INC. ("SUTTON"); STREAMLINE HEATING AND AIR LLC ("STREAMLINE"); MEARES PLUMBING, INC. ("MEARES"); AMERICAN RESIDENTIAL PRODUCTS, LLC ("AMERICAN"); and C-2 ENGINEERING SOLUTIONS, PLLC, LLC ("C-2") (collectively, "Defendants"). In support thereof, the Association states:

NATURE OF THE CASE

1. This is an action for damages from the negligent construction of the Phillippi Landings Condominiums located in Sarasota County, Florida (the "Community" or "Condominiums").

2. The Community consists of mid-rise buildings of 103 condominium units, with newly constructed 3-story Condominiums consisting of 29 units, as well as common elements and common areas.

3. The Association alleges claims for breach of applicable building codes, professional negligence, negligence, and breach of implied and statutory warranties.

JURISDICTION AND VENUE

4. 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.

5. The principal place of business of FIELDSTONE is in Hillsborough County 12906 Tampa Oaks Blvd STE 150, Tampa, Florida 33637.

6. At all times material hereto, FIELDSTONE conducted business or resided in Hillsborough County, Florida.

7. Accordingly, jurisdiction and venue are proper based on FIELDSTONE's principal place of business.

8. All conditions precedent to bringing this action have occurred or have been waived, including, but not limited to, the requirements of Chapter 558 and Ch. 718, *Florida Statutes*.

PARTIES

9. The Association is a Florida not-for-profit corporation organized and existing under Ch. 718, *Florida Statutes* to provide a corporate entity for the operation of the Phillippi Landings Community in Sarasota County, Florida.

10. The Association brings this action in its own right and as representative of its members pursuant to Chapter 718, *Florida Statutes,* and Fla. R. Civ. P. 1.221. The Association is the lawful, adequate, and appropriate representative of the unit owners comprising the Community and all common elements, improvements, matters of common interest, and appurtenances incident thereto.

11. TM is a Florida corporation authorized to conduct business in Florida with a principal place of business in Scottsdale, Arizona.

12. Upon information and belief, TM served as the developer and declarant for the

construction of the Community.

13. Upon information and belief, TM also served as the licensed general contractor as that term is defined in Section 489.105(3)(a), *Florida Statutes*, for the construction of the Community.

14. FIELDSTONE is a Florida limited liability company authorized to conduct business in Florida and, at all times material hereto, conducted business in Hillsborough County, Florida.

15. Upon information and belief, FIELDSTONE served as the architect of record for the construction of the Community.

16. Upon information and belief, TM hired subcontractors, including GMG, LEYVA'S, LEOLA, USA GRADING, 84 LUMBER, GWR SOUTH, GULF WESTERN, BADGER, BAMM2025, CENTRAL, F G E, HOLLAND, KEN, MAH, PHILLIPS CUSTOM, SUTTON, STREAMLINE, MEARES, and AMERICAN to assist in the design and construction of the Community (collectively, "Subcontractors").

17. GMG is a Florida limited liability company authorized to conduct business in Florida.

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

19. LEYVA'S is a Florida limited liability company authorized to conduct business in Florida.

20. Upon information and belief, pursuant to a subcontract with TM, LEYVA'S provided the materials and/or labor for the installation of the painting, sealants, caulking, and

related components at the Community.

21. LEOLA is a Florida limited liability company authorized to conduct business in Florida.

22. Upon information and belief, pursuant to a subcontract with TM, LEOLA provided the materials and/or labor for the installation of the concrete masonry shell, wood framing, flooring, firewalls, and related components at the Community.

23. CENTRAL is a Florida limited liability company authorized to conduct business in Florida.

24. Upon information and belief, pursuant to documents provided by TM, CENTRAL provided the materials and/or labor for the installation of the building wrap and related components at the Community.

25. F G E is a Florida corporation authorized to conduct business in Florida.

26. Upon information and belief, pursuant to documents provided by TM, F G E provided the materials and/or labor for final grading at the Community.

27. HOLLAND is a Florida corporation authorized to conduct business in Florida.

28. Upon information and belief, pursuant to documents provided by TM, HOLLAND provided the materials and/or labor for the installation of sitework, grading, and related components at the Community.

29. USA GRADING is a Florida corporation authorized to conduct business in Florida.

30. Upon information and belief, pursuant to a subcontract provided by TM, USA GRADING provided the materials and/or labor for the installation of pavers, sitework, grading, and related components at the Community.

31. KEN is a Florida corporation authorized to conduct business in Florida.

32. Upon information and belief, pursuant to documents provided by TM, KEN provided the materials and/or labor for the installation of stucco and related components at the Community.

33. MAH is a Florida limited liability company authorized to conduct business in Florida.

34. Upon information and belief, pursuant to documents provided by TM, MAH provided the materials and/or labor for the installation of landscaping, irrigation systems, and related components at the Community.

35. PHILLIPS CUSTOM is a Florida corporation authorized to conduct business in Florida.

36. Upon information and belief, pursuant to documents provided by TM, PHILLIPS CUSTOM provided the materials and/or labor for the installation of the windows, doors, and related components at the Community.

37. SUTTON is a Florida corporation authorized to conduct business in Florida.

38. Upon information and belief, pursuant to documents provided by TM, SUTTON provided the materials and/or labor for the installation of house wrap and related components at the Community.

39. STREAMLINE is a Florida limited liability company authorized to conduct business in Florida.

40. Upon information and belief, pursuant to documents provided by TM, STREAMLINE provided the materials and/or labor for the installation of the HVAC system and related components at the Community.

41. GWR SOUTH is a Florida limited liability company authorized to conduct business

in Florida.

42. Upon information and belief, pursuant to a subcontract with TM, GWR SOUTH provided the materials and/or labor for the installation of roofing, shingles, and related components at the Community.

43. GULF WESTERN is a Florida corporation authorized to conduct business in Florida.

44. Upon information and belief, pursuant to a subcontract with TM, GULF WESTERN provided the materials and/or labor for the installation of the tile roofing and related components at the Community.

45. BADGER is a Florida corporation authorized to conduct business in Florida.

46. Upon information and belief, pursuant to documents provided by TM, BADGER provided the materials and/or labor for the installation of the HVAC system, AC condenser stands, and related components at the Community.

47. BAMM2025 is a Florida corporation authorized to conduct business in Florida.

48. Upon information and belief, pursuant to documents provided by TM and BAMM2025 provided the materials and/or labor for the installation of HVAC system, exhaust fans, and related components at the Community.

49. 84 LUMBER is a foreign limited partnership corporation authorized to conduct business in Florida.

50. Upon information and belief, pursuant to a subcontract with TM, 84 LUMBER provided the materials and/or labor for the installation of the windows, doors, and related components at the Community.

51. MEARES is a Florida corporation authorized to conduct business in Florida.

52. Upon information and belief, pursuant to documents, MEARES provided the materials and/or labor for the installation of the plumbing systems and related components at the Community.

53. AMERICAN is a foreign limited liability company authorized to conduct business in Florida.

54. Upon information and belief, pursuant to a subcontract with TM, AMERICAN provided the materials and/or labor for the installation of insulation and related components at the Community.

55. C-2 is a foreign limited liability company authorized to conduct business in Florida.

56. Upon information and belief, C-2 provided engineering services for the mechanical, electrical, and plumbing systems at the Community.

57. TM, FIELDSTONE, and the Subcontractors (collectively, the "Defendants"), undertook and were responsible for the design and construction of units and common elements at the Community.

BACKGROUND FACTS AND GENERAL ALLEGATIONS

58. The Association is responsible for the maintenance and repair of the common elements and common areas at the Community including, but not limited to, building envelopes, exterior walls, amenities, roofing system, structural system, mechanical system, electrical system, plumbing system, fire protection system, stucco, sealants, waterproofing membranes, windows, and other components of the building exterior.

59. The Association has the duty to maintain the Community and its common elements by making all proper expenditures, where possible, for the upkeep and management of the Community.

60. The causes of action alleged herein concern matters of common interest to the condominium units and the Association's members.

61. Defendants collectively undertook to plan, design, develop, construct, mass produce, and market the condominium units for sale to, and use of, the general public, including the Association, its members, and their predecessors in interest.

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

63. 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:

a. Mechanical:

   i. Inadequate ventilation;
   ii. Improper installation of dryers;
   iii. Improper installation of condenser water system with unit fasteners failing;
   iv. Improper installation of HVAC systems; and
   v. Improper installation of ductwork.

b. Plumbing and Insulation:

   i. PVC piping was used for the main domestic line into the building and is showing premature failure;
   ii. Improper insulation of hot and cold water piping;
   iii. Improper weatherproofing of piping;
   iv. Water heaters missing expansion tanks;
   v. Water heaters missing thermostatic mixing valves;
   vi. Improperly installed plumbing resulting in poor water pressure;
   vii. Improper installation of domestic water piping materials not conforming to the specified type "L" hard copper; and
   viii. Improper installation of sanitary soil, waste, and vent piping materials not conforming to the specified cast iron stainless steel.

c. Sitework:

i. Improper grading/drainage of landscaping;
ii. Improper irrigation system; and
iii. Improper paving of concrete blocks.

d. Roofs and Vents:

i. Improper installation of roof underlayment;
ii. Improper/inadequate installation of soffit;
iii. Improper sealant of roof penetrations within fire protective zone;
iv. Improper installation of roofing system;
v. Inadequate waterproofing and flashing of roofs; and
vi. Improper attic ventilation.

e. Walls:

i. Improper waterproofing of exterior walls;
ii. Missing/blocked stucco weep mechanisms;
iii. Improper integration of weather-resistive barrier;
iv. Improper installation of stucco over wood framing;
v. Improper structural sheathing;
vi. Improper/inadequate installation of flashing;
vii. Improper/inadequate installation of sealants;
viii. Inadequate moisture-resistant barrier at framed walls; and
ix. Improper installation of lath.

f. Windows and Doors:

i. Improper installation of windows;
ii. Improper water-resistant coating on windows;
iii. Improper joint between door trim and stucco;
iv. Improper waterproofing of windows and sealant joints;
v. Improper integration with weather-resistive barrier; and
vi. Improper transitions at stucco terminations.

g. Insulation:

i. Improperly installed insulation;

h. Design:

i. Inadequate waterproofing detail for the substrate receiving stucco protection;
ii. Improper design of electrical equipment;
iii. Improper design of electrical equipment weatherproofing;
iv. Improper design of fire protection system;

v. Improper design of ventilation system;
vi. Improper design of condenser water piping;
vii. Improper design of building envelope; and
viii. Improper design details for isolation/control joints.

64. Upon information and belief, the following non-exhaustive list of defects and deficiencies identified in paragraph 63 are attributable to work performed by the respective Defendants as indicated below, without limitation, including the following:

a. STREAMLINE, BADGER, BAMM2025 and C-2:

i. Inadequate ventilation;
ii. Improper installation of dryers;
iii. Improper installation of condenser water system with unit fasteners failing;
iv. Improper installation of HVAC systems; and
v. Improper installation of ductwork.

b. MEARES and C-2:

i. PVC piping was used for the main domestic line into the building and is showing premature failure;
ii. Improper insulation of hot and cold water piping;
iii. Improper weatherproofing of piping;
iv. Water heaters missing expansion tanks;
v. Water heaters missing thermostatic mixing valves;
vi. Improper installation of domestic water piping materials not conforming to the specified type "L" hard copper; and
vii. Improper installation of sanitary soil, waste, and vent piping materials not conforming to the specified cast iron stainless steel.

c. AMERICAN:

i. Improperly installed insulation;

d. F G E, HOLLAND, and MAH:

i. Improper grading/drainage of landscaping;
ii. Improper irrigation system; and
iii. Improper paving of concrete blocks.

e. GMG, LEYVA'S, LEOLA, KEN, and SUTTON:

i. Improper waterproofing of exterior walls;

ii. Missing/blocked stucco weep mechanisms;
iii. Improper integration of the weather-resistive barrier;
iv. Improper installation of stucco over wood framing;
v. Improper structural sheathing;
vi. Improper/inadequate installation of flashing;
vii. Improper/inadequate installation of sealants;
viii. Inadequate moisture-resistant barrier at framed walls; and
ix. Improper installation of lath.

f. 84 LUMBER and

i. Improper installation of windows;
ii. Improper water-resistant coating on windows;
iii. Improper joint between door trim and stucco;
iv. Improper waterproofing of windows and sealant joints;
v. Improper integration with weather-resistive barrier; and
vi. Improper transitions at stucco terminations.

g. FIELDSTONE:

i. Inadequate waterproofing detail for the substrate receiving stucco protection;
ii. Improper design of building envelope; and
iii. Improper design details for isolation/control joints.

h. FIELDSTONE and C-2

i. Improper design of electrical equipment;
ii. Improper design of electrical equipment weatherproofing;
iii. Improper design of fire protection system;
iv. Improper design of ventilation system; and
v. Improper design of condenser water piping;

65. The defects and deficiencies defects and deficiencies identified in paragraph 63 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 Condominiums were constructed, as well as, at the time the Condominiums were inspected and sold to the public for residential use.

66. The defects and deficiencies identified in paragraph 63 have caused (a) damage to

the Condominiums and its common elements, including, but not limited to, community-wide water intrusion, water damage, property damage, and damages to the work and property of other persons or entities involved in the construction of the Project; and (b) undue risk of future damages throughout the Project, necessitating repairs to the resulting damage. Moreover, the defects identified herein have caused, and will continue to cause, loss of use to the Association and individual unit owners.

67. As a result of the defects and deficiencies identified in paragraph 63, 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 Condominiums and common elements;

b. All costs to repair the defects and the resulting damage to the Condominiums and common elements;

c. All costs to repair defects that may cause future resulting damage and common elements;

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

e. Diminution in value of the Condominiums and common elements;

f. Costs of temporary repairs to the Condominiums and common elements;

g. Incidental and consequential damages caused by the defects;

h. All costs incurred to prosecute this lawsuit; and

i. Prejudgment interest.

68. The defects and deficiencies identified herein 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.

69. In compliance with Section 558.004, *Florida Statutes*, the Association served upon the Defendants written notice (the "558 Notice") that, among other things: (i) specified it was provided to satisfy the requirements of Chapter 558, *Florida Statutes*; (ii) specified in reasonable detail the common defects and damages and injuries to the Condominiums and common elements that are the subject of the claims; and (iii) described 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 extent known.

70. A Florida certified design professional and/or engineer examined and certified the defects as alleged in the 558 Notice and herein.

71. The 558 Notice was served to the Defendants on behalf of the Association, in accordance with the scope of its duties pursuant to Chapter 718, *Florida Statutes*.

COUNT 1 – PROFESSIONAL NEGLIGENCE
(against Fieldstone)

72. The Association re-alleges paragraphs 1–71.

73. Fieldstone was the architect and engineer of record for the Condominiums and provided professional architectural and engineering services for the Condominiums.

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

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

76. As a direct and proximate result of Fieldstone'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 63 and 64.

77. 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 2 – VIOLATION OF FLORIDA BUILDING CODE
(against Fieldstone)

78. The Association re-alleges paragraphs 1–71.

79. Fieldstone provided professional engineering and design services for the Condominiums and, as such, inspected and approved the Condominiums and its related

improvements.

80. Throughout the design, inspection, and approval of the Condominiums, Fieldstone was under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Condominiums 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.

81. Fieldstone breached its duties by failing to design the Condominiums with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Condominiums to be built with essential elements not in compliance with the Florida Building code and with the defects attributed to it in paragraph 64.

82. Fieldstone's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies attributed to it in paragraph 64.

83. 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.

84. 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.

85. 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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

86. 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 3 – PROFESSIONAL NEGLIGENCE
(against C-2)

87. The Association re-alleges paragraphs 1–71.

88. C-2 provided professional engineering services with respect to the mechanical, electrical, and plumbing systems at the Condominiums.

89. C-2 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.

90. C-2 breached the above-mentioned duties during the design and construction of the Condominiums in that C-2's performance of their engineering services were not within the standard of care used by similar professionals under similar circumstances, the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of

the work, and its construction administration services were not within the standard of care used by similar professionals under similar circumstances.

91. As a direct and proximate result of C-2'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 63 and 64.

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

WHEREFORE, the Association demands judgment against C-2 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 4 – VIOLATION OF FLORIDA BUILDING CODE
(against C-2)

93. The Association re-alleges paragraphs 1–71.

94. C-2 provided professional engineering and design services for the Condominiums and, as such, inspected and approved the Condominiums and its related improvements.

95. Throughout the design, inspection, and approval of the Condominiums, C-2 was under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Condominiums 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.

96. C-2 breached its duties by failing to design the Condominiums with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Condominiums to be built with essential elements not in compliance with the Florida Building code and with the defects attributed to it in paragraph 64.

97. C-2's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies attributed to it in paragraph 64.

98. The Association and its members have been and continue to be damaged as a direct and proximate result of C-2's commission of material violations of the building codes.

99. Pursuant to § 553.84, *Florida Statutes*, the Association and its members have a cause of action against C-2, and any potential sub-subcontractors used by it, as the party who committed the violation(s) damaging them.

100. As a direct and proximate result of C-2'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against C-2 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 – NEGLIGENCE AND VICARIOUS LIABILITY
(against GMG)

102. The Association re-alleges paragraphs 1–71.

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

104. GMG 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.

105. GMG breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GMG in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

106. As a direct and proximate result of GMG'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

107. GMG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

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

supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to GMG in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against GMG 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 6 – VIOLATION OF FLORIDA BUILDING CODE
(against GMG)

110. The Association re-alleges paragraphs 1–71.

111. 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.

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

113. GMG actively participated in the construction of the Condominiums 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 GMG in paragraph 64.

114. As such, GMG committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GMG in paragraph 64.

115. GMG knew or should have known the material building code violations existed at the Condominiums and common areas.

116. As a direct and proximate result of GMG'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 66 and 67.

117. GMG is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

118. GMG's subcontractors also owed the Association and its members the same duty as GMG and, like GMG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to GMG in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against GMG 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 7 - BREACH OF STATUTORY WARRANTY
(against GMG)

120. The Association re-alleges paragraphs 1–71.

121. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, *Florida Statutes,* applicable to contractors.

122. As a subcontractor for the construction of the Condominium, GMG, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, *Florida Statutes*.

123. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

124. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

125. GMG materially breached the statutory warranties in that its scope of work was not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

126. GMG further failed to remedy the defects and deficiencies complained of.

127. As a direct and proximate result of GMG's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against GMG 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, and for any additional relief this Court deems just and proper.

COUNT 8 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against LEYVA'S*)

129. The Association re-alleges paragraphs 1–71.

130. As a subcontractor for the construction of the Condominiums and common areas, LEYVA'S is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Condominiums and common areas.

131. LEYVA'S 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.

132. LEYVA'S breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to LEYVA'S in paragraph 64.

Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

133. As a direct and proximate result of LEYVA'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

134. LEYVA'S is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

135. LEYVA'S' subcontractors also owed the Association and its members the same duty as LEYVA'S and, like LEYVA'S, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to LEYVA'S in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against LEYVA'S 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 LEYVA'S)

137. The Association re-alleges paragraphs 1–71.

138. 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.

139. LEYVA'S served as a subcontractor for the construction of the Condominiums and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Condominiums and common areas.

140. LEYVA'S actively participated in the construction of the Condominiums 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 LEYVA'S in paragraph 64.

141. As such, LEYVA'S committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to LEYVA'S in paragraph 64.

142. LEYVA'S knew or should have known the material building code violations existed at the Condominiums and common areas.

143. As a direct and proximate result of LEYVA'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 66 and 67.

144. LEYVA'S is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

145. LEYVA'S' subcontractors also owed the Association and its members the same duty as LEYVA'S and, like LEYVA'S, breached such duty by negligently constructing,

inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to LEYVA'S in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against LEYVA'S 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 - BREACH OF STATUTORY WARRANTY
(against LEYVA'S)

147. The Association re-alleges paragraphs 1–71.

148. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

149. As a subcontractor for the construction of the Condominium, LEYVA'S, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

150. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

151. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

152. LEYVA'S materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

153. LEYVA'S further failed to remedy the defects and deficiencies complained of.

154. As a direct and proximate result of LEYVA'S' material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against LEYVA'S 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, and for any additional relief this Court deems just and proper.

COUNT 11 – NEGLIGENCE AND VICARIOUS LIABILITY
(against LEOLA)

156. The Association re-alleges paragraphs 1–71.

157. As a subcontractor for the construction of the Condominiums 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 Condominiums and common areas.

158. 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.

159. LEOLA breached its duty by improperly performing its scope of work for the Condominiums 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 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

160. As a direct and proximate result of LEOLA' 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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

161. LEOLA is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

162. LEOLA' 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 Condominiums and

common areas, which also caused the defective conditions attributed to LEOLA in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

163. 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 12 – VIOLATION OF FLORIDA BUILDING CODE
(*against LEOLA*)

164. The Association re-alleges paragraphs 1–71.

165. 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.

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

167. LEOLA actively participated in the construction of the Condominiums 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

64.

168. As such, LEOLA committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to LEOLA in paragraph 64.

169. LEOLA knew or should have known the material building code violations existed at the Condominiums and common areas.

170. 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 66 and 67.

171. LEOLA is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

172. LEOLA' 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 Condominiums and common areas, which also caused the defective conditions attributed to LEOLA in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

173. 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 13 - BREACH OF STATUTORY WARRANTY
(against LEOLA)

174. The Association re-alleges paragraphs 1–71.

175. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

176. As a subcontractor for the construction of the Condominium, LEOLA, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

177. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

178. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

179. LEOLA materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

180. LEOLA further failed to remedy the defects and deficiencies complained of.

181. As a direct and proximate result of LEOLA' material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

182. 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, and for any additional relief this Court deems just and proper.

COUNT 14 – NEGLIGENCE AND VICARIOUS LIABILITY
(against BADGER)

183. The Association re-alleges paragraphs 1–71.

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

185. BADGER 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.

186. BADGER breached its duty by improperly performing its scope of work for the

Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BADGER in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

187. As a direct and proximate result of BADGER' 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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

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

189. BADGER' subcontractors also owed the Association and its members the same duty as BADGER and, like BADGER, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to BADGER in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BADGER 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 BADGER)

191. The Association re-alleges paragraphs 1–71.

192. 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.

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

194. BADGER actively participated in the construction of the Condominiums 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 BADGER in paragraph 64.

195. As such, BADGER committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BADGER in paragraph 64.

196. BADGER knew or should have known the material building code violations existed at the Condominiums and common areas.

197. As a direct and proximate result of BADGER'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 66 and 67.

198. BADGER is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

199. BADGER's subcontractors also owed the Association and its members the same duty as BADGER and, like BADGER, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to BADGER in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BADGER 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 - BREACH OF STATUTORY WARRANTY
(against BADGER)

201. The Association re-alleges paragraphs 1–71.

202. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

203. As a subcontractor for the construction of the Condominium, BADGER, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

204. The rights acquired by the unit owners under such statutory warranties may be

exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

205. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

206. BADGER materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

207. BADGER further failed to remedy the defects and deficiencies complained of.

208. As a direct and proximate result of BADGER's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BADGER 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, and for any additional relief this Court deems just and proper.

COUNT 17 – NEGLIGENCE AND VICARIOUS LIABILITY
(against BAMM2025)

210. The Association re-alleges paragraphs 1–71.

211. As a subcontractor for the construction of the Condominiums and common areas, BAMM2025 is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Condominiums and common areas.

212. BAMM2025 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.

213. BAMM2025 breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BAMM2025 in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

214. As a direct and proximate result of BAMM2025'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

215. BAMM2025 is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

216. BAMM2025's subcontractors also owed the Association and its members the same

duty as BAMM2025 and, like BAMM2025, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to BAMM2025 in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BAMM2025 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 BAMM2025)

218. The Association re-alleges paragraphs 1–71.

219. 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.

220. BAMM2025 served as a subcontractor for the construction of the Condominiums and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Condominiums and common areas.

221. BAMM2025 actively participated in the construction of the Condominiums 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 BAMM2025 in paragraph 64.

222. As such, BAMM2025 committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BAMM2025 in paragraph 64.

223. BAMM2025 knew or should have known the material building code violations existed at the Condominiums and common areas.

224. As a direct and proximate result of BAMM2025'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 66 and 67.

225. BAMM2025 is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

226. BAMM2025's subcontractors also owed the Association and its members the same duty as BAMM2025 and, like BAMM2025, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to BAMM2025 in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BAMM2025 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- BREACH OF STATUTORY WARRANTY
(against BAMM2025)

228. The Association re-alleges paragraphs 1–71.

229. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

230. As a subcontractor for the construction of the Condominium, BAMM2025, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

231. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

232. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

233. BAMM2025 materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and

standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

234. BAMM2025 further failed to remedy the defects and deficiencies complained of.

235. As a direct and proximate result of BAMM2025's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against BAMM2025 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, and for any additional relief this Court deems just and proper.

COUNT 20 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against 84 LUMBER*)

237. The Association re-alleges paragraphs 1–71.

238. As a subcontractor for the construction of the Condominiums and common areas, 84 LUMBER is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Condominiums and common areas.

239. 84 LUMBER 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.

240. 84 LUMBER breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to 84 LUMBER in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

241. As a direct and proximate result of 84 LUMBER'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

242. 84 LUMBER is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

243. 84 LUMBER's subcontractors also owed the Association and its members the same duty as 84 LUMBER and, like 84 LUMBER, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to 84 LUMBER in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against 84 LUMBER 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 84 LUMBER)

245. The Association re-alleges paragraphs 1–71.

246. 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.

247. 84 LUMBER served as a subcontractor for the construction of the Condominiums and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Condominiums and common areas.

248. 84 LUMBER actively participated in the construction of the Condominiums 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 84 LUMBER in paragraph 64.

249. As such, 84 LUMBER committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to 84 LUMBER in paragraph 64.

250. 84 LUMBER knew or should have known the material building code violations existed at the Condominiums and common areas.

251. As a direct and proximate result of 84 LUMBER'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 66 and 67.

252. 84 LUMBER is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

253. 84 LUMBER's subcontractors also owed the Association and its members the same duty as 84 LUMBER and, like 84 LUMBER, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to 84 LUMBER in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against 84 LUMBER 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 - BREACH OF STATUTORY WARRANTY
(against 84 LUMBER)

255. The Association re-alleges paragraphs 1–71.

256. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

257. As a subcontractor for the construction of the Condominium, 84 LUMBER, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section

718.203, Florida Statutes.

258. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

259. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

260. 84 LUMBER materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

261. 84 LUMBER further failed to remedy the defects and deficiencies complained of.

262. As a direct and proximate result of 84 LUMBER's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against 84 LUMBER 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, and for any additional relief this Court deems just and proper.

COUNT 23 – NEGLIGENCE AND VICARIOUS LIABILITY
(against F G E)

264. The Association re-alleges paragraphs 1–71.

265. As a subcontractor for the construction of the Condominiums and common areas, F G E is responsible for all aspects of its scope of work, including the exercise of reasonable care in the construction of the Condominiums and common areas.

266. F G E 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.

267. F G E breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to F G E in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

268. As a direct and proximate result of F G E'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

269. F G E is also vicariously responsible for the deficient and negligent work of the

subcontractors it utilized in the construction of the Condominiums and common areas.

270. F G E's subcontractors also owed the Association and its members the same duty as F G E and, like F G E, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to F G E in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against F G E 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 F G E)

272. The Association re-alleges paragraphs 1–71.

273. 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.

274. F G E served as a subcontractor for the construction of the Condominiums and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Condominiums and common areas.

275. F G E actively participated in the construction of the Condominiums 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 F G E in paragraph 64.

276. As such, F G E committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to F G E in paragraph 64.

277. F G E knew or should have known the material building code violations existed at the Condominiums and common areas.

278. As a direct and proximate result of F G E'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 66 and 67.

279. F G E is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

280. F G E's subcontractors also owed the Association and its members the same duty as F G E and, like F G E, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to F G E in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against F G E 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 - BREACH OF STATUTORY WARRANTY
(against F G E)

282. The Association re-alleges paragraphs 1–71.

283. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

284. As a subcontractor for the construction of the Condominium, F G E, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

285. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

286. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

287. F G E materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not

constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

288. F G E further failed to remedy the defects and deficiencies complained of.

289. As a direct and proximate result of F G E's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against F G E 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, and for any additional relief this Court deems just and proper.

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

291. The Association re-alleges paragraphs 1–71.

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

293. HOLLAND 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.

294. HOLLAND breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to HOLLAND in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

295. As a direct and proximate result of HOLLAND'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

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

297. HOLLAND's subcontractors also owed the Association and its members the same duty as HOLLAND and, like HOLLAND, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to HOLLAND in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against HOLLAND 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 HOLLAND)

299. The Association re-alleges paragraphs 1–71.

300. 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.

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

302. HOLLAND actively participated in the construction of the Condominiums 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 HOLLAND in paragraph 64.

303. As such, HOLLAND committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to HOLLAND in paragraph 64.

304. HOLLAND knew or should have known the material building code violations existed at the Condominiums and common areas.

305. As a direct and proximate result of HOLLAND'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 66 and 67.

306. HOLLAND is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

307. HOLLAND's subcontractors also owed the Association and its members the same duty as HOLLAND and, like HOLLAND, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to HOLLAND in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against HOLLAND 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 - BREACH OF STATUTORY WARRANTY
(against HOLLAND)

309. The Association re-alleges paragraphs 1–71.

310. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

311. As a subcontractor for the construction of the Condominium, HOLLAND, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section

718.203, Florida Statutes.

312. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

313. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

314. HOLLAND materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

315. HOLLAND further failed to remedy the defects and deficiencies complained of.

316. As a direct and proximate result of HOLLAND's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against HOLLAND 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, and for any additional relief this Court deems just and proper.

COUNT 29 – NEGLIGENCE AND VICARIOUS LIABILITY
(against KEN)

318. The Association re-alleges paragraphs 1–71.

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

320. KEN 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.

321. KEN breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to KEN in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

322. As a direct and proximate result of KEN'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

323. KEN is also vicariously responsible for the deficient and negligent work of the

subcontractors it utilized in the construction of the Condominiums and common areas.

324. KEN's subcontractors also owed the Association and its members the same duty as KEN and, like KEN, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to KEN in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against KEN 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 KEN)

326. The Association re-alleges paragraphs 1–71.

327. 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.

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

329. KEN actively participated in the construction of the Condominiums 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 KEN in paragraph 64.

330. As such, KEN committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to KEN in paragraph 64.

331. KEN knew or should have known the material building code violations existed at the Condominiums and common areas.

332. As a direct and proximate result of KEN'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 66 and 67.

333. KEN is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

334. KEN's subcontractors also owed the Association and its members the same duty as KEN and, like KEN, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to KEN in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against KEN 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 - BREACH OF STATUTORY WARRANTY
(against KEN)

336. The Association re-alleges paragraphs 1–71.

337. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

338. As a subcontractor for the construction of the Condominium, KEN, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

339. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

340. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

341. KEN materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not

constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

342. KEN further failed to remedy the defects and deficiencies complained of.

343. As a direct and proximate result of KEN's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against KEN 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, and for any additional relief this Court deems just and proper.

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

345. The Association re-alleges paragraphs 1–71.

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

347. MAH 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.

348. MAH breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to MAH in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

349. As a direct and proximate result of MAH'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

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

351. MAH's subcontractors also owed the Association and its members the same duty as MAH and, like MAH, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to MAH in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against MAH 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 MAH)

353. The Association re-alleges paragraphs 1–71.

354. 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.

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

356. MAH actively participated in the construction of the Condominiums 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 MAH in paragraph 64.

357. As such, MAH committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to MAH in paragraph 64.

358. MAH knew or should have known the material building code violations existed at the Condominiums and common areas.

359. As a direct and proximate result of MAH'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 66 and 67.

360. MAH is also vicariously responsible for the deficient and negligent work of the

subcontractors it utilized in the construction of the Condominiums and common areas.

361. MAH's subcontractors also owed the Association and its members the same duty as MAH and, like MAH, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to MAH in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against MAH 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 - BREACH OF STATUTORY WARRANTY
(against MAH)

363. The Association re-alleges paragraphs 1–71.

364. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

365. As a subcontractor for the construction of the Condominium, MAH, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

366. The rights acquired by the unit owners under such statutory warranties may be

exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

367. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

368. MAH materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

369. MAH further failed to remedy the defects and deficiencies complained of.

370. As a direct and proximate result of MAH's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against MAH 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, and for any additional relief this Court deems just and proper.

COUNT 35 – NEGLIGENCE AND VICARIOUS LIABILITY
(against SUTTON)

372. The Association re-alleges paragraphs 1–71.

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

374. SUTTON 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.

375. SUTTON breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to SUTTON in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

376. As a direct and proximate result of SUTTON'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

377. SUTTON is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

378. SUTTON's subcontractors also owed the Association and its members the same

duty as SUTTON and, like SUTTON, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to SUTTON in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against SUTTON 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 36 – VIOLATION OF FLORIDA BUILDING CODE
(against SUTTON)

380. The Association re-alleges paragraphs 1–71.

381. 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.

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

383. SUTTON actively participated in the construction of the Condominiums 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 SUTTON in paragraph 64.

384. As such, SUTTON committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to SUTTON in paragraph 64.

385. SUTTON knew or should have known the material building code violations existed at the Condominiums and common areas.

386. As a direct and proximate result of SUTTON'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 66 and 67.

387. SUTTON is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

388. SUTTON's subcontractors also owed the Association and its members the same duty as SUTTON and, like SUTTON, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to SUTTON in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against SUTTON 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 37 - BREACH OF STATUTORY WARRANTY
(against SUTTON)

390. The Association re-alleges paragraphs 1–71.

391. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

392. As a subcontractor for the construction of the Condominium, SUTTON, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

393. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

394. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

395. SUTTON materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and

standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

396. SUTTON further failed to remedy the defects and deficiencies complained of.

397. As a direct and proximate result of SUTTON's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against SUTTON 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, and for any additional relief this Court deems just and proper.

COUNT 38 – NEGLIGENCE AND VICARIOUS LIABILITY (*against STREAMLINE*)

399. The Association re-alleges paragraphs 1–71.

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

401. STREAMLINE 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.

402. STREAMLINE breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STREAMLINE in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

403. As a direct and proximate result of STREAMLINE'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

404. STREAMLINE is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

405. STREAMLINE's subcontractors also owed the Association and its members the same duty as STREAMLINE and, like STREAMLINE, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to STREAMLINE in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against STREAMLINE 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 39 – VIOLATION OF FLORIDA BUILDING CODE
(against STREAMLINE)

407. The Association re-alleges paragraphs 1–71.

408. 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.

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

410. STREAMLINE actively participated in the construction of the Condominiums 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 STREAMLINE in paragraph 64.

411. As such, STREAMLINE committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to STREAMLINE in paragraph 64.

412. STREAMLINE knew or should have known the material building code violations existed at the Condominiums and common areas.

413. As a direct and proximate result of STREAMLINE'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 66 and 67.

414. STREAMLINE is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

415. STREAMLINE's subcontractors also owed the Association and its members the same duty as STREAMLINE and, like STREAMLINE, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to STREAMLINE in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against STREAMLINE 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 40 - BREACH OF STATUTORY WARRANTY
(against STREAMLINE)

417. The Association re-alleges paragraphs 1–71.

418. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

419. As a subcontractor for the construction of the Condominium, STREAMLINE, by

operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

420. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

421. These statutory warranties extend to:

i. The roofs and structural components of the building;

ii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

iii. All other improvements and materials.

422. STREAMLINE materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

423. STREAMLINE further failed to remedy the defects and deficiencies complained of.

424. As a direct and proximate result of STREAMLINE's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against STREAMLINE 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, and for any additional relief this Court deems just and proper.

COUNT 41 – NEGLIGENCE AND VICARIOUS LIABILITY
(*against MEARES*)

426. The Association re-alleges paragraphs 1–71.

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

428. MEARES 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.

429. MEARES breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to MEARES in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

430. As a direct and proximate result of MEARES'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

431. MEARES is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

432. MEARES's subcontractors also owed the Association and its members the same duty as MEARES and, like MEARES, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to MEARES in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against MEARES 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 42 – VIOLATION OF FLORIDA BUILDING CODE
(against MEARES)

434. The Association re-alleges paragraphs 1–71.

435. 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.

436. MEARES served as a subcontractor for the construction of the Condominiums and

common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Condominiums and common areas.

437. MEARES actively participated in the construction of the Condominiums 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 MEARES in paragraph 64.

438. As such, MEARES committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to MEARES in paragraph 64.

439. MEARES knew or should have known the material building code violations existed at the Condominiums and common areas.

440. As a direct and proximate result of MEARES'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 66 and 67.

441. MEARES is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

442. MEARES's subcontractors also owed the Association and its members the same duty as MEARES and, like MEARES, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to MEARES in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

$50,000.00.

WHEREFORE, the Association demands judgment against MEARES 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 43 - BREACH OF STATUTORY WARRANTY
(against MEARES)

444. The Association re-alleges paragraphs 1–71.

445. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

446. As a subcontractor for the construction of the Condominium, MEARES, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

447. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

448. These statutory warranties extend to:

iv. The roofs and structural components of the building;

v. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

vi. All other improvements and materials.

449. MEARES materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

450. MEARES further failed to remedy the defects and deficiencies complained of.

451. As a direct and proximate result of MEARES's material breach of statutory warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against MEARES 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, and for any additional relief this Court deems just and proper.

COUNT 44 – NEGLIGENCE AND VICARIOUS LIABILITY (*against AMERICAN*)

453. The Association re-alleges paragraphs 1–71.

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

455. AMERICAN 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.

456. AMERICAN breached its duty by improperly performing its scope of work for the Condominiums and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to AMERICAN in paragraph 64. Such conditions have caused damage to the Condominiums and the common areas as provided in paragraphs 66 and 67.

457. As a direct and proximate result of AMERICAN'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 Condominiums and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 66 and 67.

458. AMERICAN is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

459. AMERICAN's subcontractors also owed the Association and its members the same duty as AMERICAN and, like AMERICAN, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to AMERICAN in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

$50,000.00.

WHEREFORE, the Association demands judgment against AMERICAN 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 45 – VIOLATION OF FLORIDA BUILDING CODE
(against AMERICAN)

461. The Association re-alleges paragraphs 1–71.

462. 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.

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

464. AMERICAN actively participated in the construction of the Condominiums 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 AMERICAN in paragraph 64.

465. As such, AMERICAN committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to AMERICAN in paragraph 64.

466. AMERICAN knew or should have known the material building code violations existed at the Condominiums and common areas.

467. As a direct and proximate result of AMERICAN'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 66 and 67.

468. AMERICAN is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Condominiums and common areas.

469. AMERICAN's subcontractors also owed the Association and its members the same duty as AMERICAN and, like AMERICAN, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Condominiums and common areas, which also caused the defective conditions attributed to AMERICAN in paragraph 64 and, in turn, the damages alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against AMERICAN 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 46 - BREACH OF STATUTORY WARRANTY
(against AMERICAN)

471. The Association re-alleges paragraphs 1–71.

472. This is an action seeking damages for breach of the statutory warranties contained in Section 718.203, Florida Statutes, applicable to contractors.

473. As a subcontractor for the construction of the Condominium, AMERICAN, by operation of law, granted to the purchasers of each Condominium unit and to each successor owner the warranties of fitness as to the work performed and materials supplied, as set forth in Section 718.203, Florida Statutes.

474. The rights acquired by the unit owners under such statutory warranties may be exercised by the unit owners in the aggregate through the Association as their lawful representative with respect to matters of common interest.

475. These statutory warranties extend to:

vii. The roofs and structural components of the building;

viii. The mechanical, electrical, and plumbing elements of the buildings; (except mechanical elements serving only one unit); and

ix. All other improvements and materials.

476. AMERICAN materially breached the statutory warranties in that the roofs and structural components of the building or improvement and mechanical and plumbing elements serving the Condominium and all other improvements and materials were not constructed in compliance with the requirements of the Florida Building Code and other applicable codes and standards, were not constructed in accordance with good design, engineering and construction practices, and were not constructed 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.

477. AMERICAN further failed to remedy the defects and deficiencies complained of.

478. As a direct and proximate result of AMERICAN's material breach of statutory

warranties, the Association and its members have and continue to suffer damages, as alleged in paragraphs 66 and 67.

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

WHEREFORE, the Association demands judgment against AMERICAN 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, and for any additional relief this Court deems just and proper.

Dated: October 26, 2026

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on 26th day of October 2026, a true and correct copy of the foregoing been filed with the Florida Courts e-Filing portal which will serve a copy to all counsel of record.

/s/ G. Carter Bess
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