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?**
   Woodleaf Hammock Townhomes 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?
   Woodleaf Hammock Townhomes 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?** $ 2,000,000.00 . **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

WOODLEAF HAMMOCK TOWNHOMES ASSOCIATION, INC., a Florida not-for-profit corporation, Plaintiff, v. 84 LUMBER COMPANY, LIMITED PARTNERSHIP, a foreign limited partnership; BRANCO PREMIER STUCCO LLC, a Florida limited liability company; ELITE BUILDING SERVICES, LLC, a Florida limited liability company; FIELDSTONE A&E, LLC, a foreign limited liability company; GB CONSTRUCTION SERVICES INC, a Florida corporation; HUGH MACDONALD CONSTRUCTION, INC. d/b/a ALVAREZ ROOFING, a Florida corporation; LEOLA CONSTRUCTION, L.L.C. f/k/a LEOLA CONSTRUCTION, INC. a Florida limited liability company; MERITAGE HOMES OF FLORIDA, INC., a Florida corporation; RDK ENTERPRISES OF TAMPA BAY, LLC d/b/a CARROLLWOOD WINDOW & DOOR, a Florida limited liability company; SD PREMIER STUCCO LLC, a Florida limited liability company;; TRADEWINDS GROUP OF CENTRAL FL, INC. d/b/a G B PAINTING, a Florida corporation; and WEINTRAUB INSPECTIONS & FORENSIC INC d/b/a WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida corporation, Defendants. _____/ LEOLA CONSTRUCTION L.L.C. f/k/a LEOLA CONSTRUCTION, INC., Third-Party Plaintiff, v. ACE CONTRACTING, INC., a Florida corporation; ALL CONSTRUCTION AND FRAMING INC, a	Case No.: 26-CA-007991 **SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

Florida corporation; BALDERAS AND SONS MAISONRY, LLC, a Florida limited liability company; CREATIVE CARPENTRY SERVICES LLC, a Florida limited liability company; DE LEON GUZMAN CONSTRUCTION, INC., a Florida corporation; DODAI ENTERPRISE, LLC, a Florida limited liability company; DOMINGOS 54 CONSTRUCTION INC, a Florida corporation; EJM GENERAL SERVICE INC, a Florida corporation; FLORIDA CONSTRUCTION 2020, INC, a Florida corporation; GARCIA CONSTRUCTION SERVICES INC, a Florida corporation; GIG CONSTRUCTION CORP, a Florida corporation; J & A FLORIDA SERVICES LLC, a Florida limited liability company; J&J SOLIS CONSTRUCTION LLC, a Florida limited liability company; JSI CONSTRUCTION SERVICES LLC, a Florida limited liability company; LOS BROTHERS NAVARRO INC, a Florida corporation; MTZ LAYOUT CONSTRUCTION, INC., a Florida corporation; PATRIOTIC CONTRACTORS INC, a Florida corporation; QUAL-FAST CONTRACTING SOLUTIONS LLC, a Florida limited liability company; RIVERA BUILDING GROUP, INC., a Florida corporation; ROKA SERVICES GROUP LLC, a Florida limited liability company; SICA CONSTRUCTION INC, a Florida corporation; WILVER FRAMING INC, a Florida corporation, Third-Party Defendants. _____/	

SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, WOODLEAF HAMMOCK TOWNHOMES ASSOCIATION, INC. (the "Association"), by and through undersigned counsel, hereby sues Defendants 84 LUMBER COMPANY, LIMITED PARTNERSHIP ("84 Lumber"); BRANCO PREMIER STUCCO LLC ("Branco"); ELITE BUILDING SERVICES, LLC ("Elite"); FIELDSTONE A&E, LLC ("Fieldstone"); GB CONSTRUCTION SERVICES INC ("GB Construction"); HUGH MACDONALD CONSTRUCTION, INC. d/b/a ALVAREZ ROOFING ("HMC"); LEOLA

CONSTRUCTION, L.L.C., f/k/a LEOLA CONSTRUCTION, INC. ("Leola"); MERITAGE HOMES OF FLORIDA, INC. ("Meritage"); RDK ENTERPRISES OF TAMPA BAY, LLC d/b/a CARROLLWOOD WINDOW & DOOR ("RDK"); SD PREMIER STUCCO LLC ("SD Premier"); TRADEWINDS GROUP OF CENTRAL FL, INC. d/b/a G B PAINTING ("GB Painting"); and WEINTRAUB INSPECTIONS & FORENSIC INC d/b/a WEINTRAUB ENGINEERING AND INSPECTIONS, INC. ("Weintraub") and seeks trial by jury. In support thereof, the Association alleges as follows:

NATURE OF THE CASE

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

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

JURISDICTION AND VENUE

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

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

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

6. Defendants, Meritage, Elite, Fieldstone, and HMC have principal addresses and/or reside in Hillsborough County, Florida. Therefore, jurisdiction and venue are proper in this county.

7. The acts and/or omissions giving rise to this Complaint and each cause of action stated herein occurred in Florida.

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

PARTIES

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

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

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

12. Meritage served as the declarant, developer, and general contractor for the construction of the Community.

13. Meritage is not a member of the Association.

14. Upon information and belief, at all times material hereto, Meritage employed David Lassiter and Chris Ryan as license holders and general contractors to pull each of the building permits to construct the Community under their respective licenses.

15. Upon information and belief, at all times material hereto, Meritage employed David Lassiter and Chris Ryan as license holders and general contractors to pull each of the building permits to construct the Community under their respective licenses.

16. At all times material hereto, Meritage, through its employees and licensed qualifiers, David Lassiter and Chris Ryan, was required to supervise, direct, manage, and control of the construction activities at the Community. *See* § 553.79, Fla. Stat.

17. As the general contractor for the Townhomes, Meritage was responsible for the development, design and construction of the Townhomes, including, but not limited to, retaining, hiring, supervising, directing and coordinating its subcontractors and consultants.

18. Upon information and belief, 84 Lumber is a foreign limited partnership authorized to conduct business in Florida.

19. Upon information and belief, pursuant to a subcontract with Meritage, 84 Lumber provided the materials and/or labor for the installation of the exterior doors and related components at the Community.

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

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

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

23. Upon information and belief, pursuant to a subcontract with Meritage, Elite provided the materials and/or labor for the installation of the siding, concrete slab, block, framing, and related components at the Community.

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

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

26. Upon information and belief, GB Construction is a Florida corporation authorized to conduct business in Florida.

27. Upon information and belief, pursuant to a subcontract with Meritage, GB Construction provided the materials and/or labor for the installation of siding, paint, sealants, and related components at the Community.

28. Upon information and belief, HMC is a Florida corporation authorized to conduct business in Florida.

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

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

31. Upon information and belief, Leola provided materials and/or the labor for the installation of concrete, lumber, rough carpentry, and related components at the Community.

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

33. Upon information and belief, pursuant to a subcontract with Meritage, RDK provided materials and/or labor for the installation of the windows, doors, and related components at the Community.

34. Upon information and belief, SD Premier is a Florida limited liability company authorized to conduct business in Florida.

35. Upon information and belief, pursuant to a subcontract with Meritage, SD Premier provided materials and/or labor for the installation of the stucco and related components at the Community.

36. Upon information and belief, GB Painting is a Florida corporation authorized to conduct business in Florida.

37. Upon information and belief, pursuant to a subcontract with Meritage, GB Painting provided materials and/or labor for the installation of the paint, sealants, and related components at the Community.

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

39. Upon information and belief, pursuant to a subcontract with Meritage, Weintraub performed quality control, quality assurance, and/or private provider plan review and/or inspections for the construction of the Townhomes.

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

FACTS COMMON TO ALL CLAIMS FOR RELIEF

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

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

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

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

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

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

i. Improper design and installation of stucco;
ii. Improper design and installation of siding;
iii. Improper design and installation of stucco accessories;
iv. Improper design and installation of wood framing;
v. Improper design and installation of paint/sealants;
vi. Improper design and installation of windows;
vii. Improper design and flashing of windows;
viii. Improper design and sealing of windows;

ix. Improper design and installation of roofs;
x. Improper design and installation of roof diverters; and
xi. Improper design and installation of roof flashing.

47. Upon information and belief, the following non-exhaustive list of defects and deficiencies identified in paragraph 46 are attributable to work performed by the respective Defendants as indicated below, without limitation, including the following:

A. Branco and SD Premier:
   i. Improper installation of stucco; and
   ii. Improper installation of stucco accessories.

B. Elite:
   i. Improper installation of siding;
   ii. Improper installation of wood framing; and
   iii. Improper installation of CMU.

C. GB Construction:
   i. Improper installation of siding; and
   ii. Improper installation of paint/sealants.

D. 84 Lumber:
   i. Improper installation of exterior doors.

E. Leola:
   i. Improper installation of wood framing;
   ii. Improper installation of CMU; and
   iii. Improper installation of concrete flatwork.

F. GB Painting:
   i. Improper installation of paint/sealants.

G. RDK:
   i. Improper installation of windows;
   ii. Improper flashing of windows; and
   iii. Improper sealing of windows.

H. HMC :
   i. Improper installation of roofs;
   ii. Improper installation of diverters; and
   iii. Improper installation of flashing.

48. The defects and deficiencies identified in paragraphs 46 and 47 are a violation of design, building, and construction practices, industry standards, manufacturers' instructions, applicable plans and specifications, and various governmental codes and restrictions, including, without limitation, the Florida Building Code, as in effect at the time the Townhomes were constructed, as well as, at the time the Townhomes were inspected and sold to the public for residential use.

49. The aggregate effect of the defects alleged in paragraphs 46 and 47 have caused, and will continue to cause, damage, including community-wide water intrusion resulting in damage to other property and works of other trades, such as roofs, building envelopes, structural framing, finishes, and further risk of future damage throughout the Townhomes.

50. As a result of the defects identified in paragraphs 46 and 47, the Association and its members have been damaged and injured. The Association's damages include, but are not limited to, the following:

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

51. The defects and deficiencies identified in paragraphs 46 and 47 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.

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

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

53. The Association re-alleges paragraphs 1–52.

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

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

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

57. Fieldstone's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies in paragraph 46.

58. 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.

59. 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.

60. As a direct and proximate result of Fieldstone's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

61. 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 2 – PROFESSIONAL NEGLIGENCE
(against Fieldstone)

62. The Association re-alleges paragraphs 1–52.

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

64. Fieldstone represented itself as being a qualified, skillful, and competent architecture and engineering firm, possessing the necessary training, skill, and expertise to enable

it to furnish and perform the various professional services required for the design, inspection and approval of the Townhomes.

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

66. Fieldstone breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled architects and engineers practicing in Manatee County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 46.

67. As a direct and proximate result of the negligence of Fieldstone, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

68. To the extent Fieldstone utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Fieldstone, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 50 and 51, for which Fieldstone is vicariously liable.

69. 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 3 – PROFESSIONAL NEGLIGENCE
(against Weintraub)

70. The Association re-alleges paragraphs 1–52.

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

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

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

74. Weintraub breached said duties by negligently providing supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Manatee County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 46.

75. As a direct and proximate result of the negligence of Weintraub, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

76. To the extent Weintraub utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Weintraub, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 50 and 51, for which Weintraub is vicariously liable.

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

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

COUNT 4 – NEGLIGENCE AND VICARIOUS LIABILITY
(against 84 Lumber)

78. The Association re-alleges paragraphs 1–52.

79. As a subcontractor for the construction of the Townhomes 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 Townhomes and common areas.

80. 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.

81. 84 Lumber breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to 84 Lumber in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

82. 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 Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

83. 84 Lumber is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

84. 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 Townhomes and common areas, which also caused the defective conditions attributed to 84 Lumber in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

85. 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 5 – VIOLATION OF FLORIDA BUILDING CODE
(against 84 Lumber)

86. The Association re-alleges paragraphs 1–52.

87. 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.

88. 84 Lumber served as a subcontractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

89. 84 Lumber actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to 84 Lumber in paragraph 47.

90. As such, 84 Lumber committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to 84 Lumber in paragraph 47.

91. 84 Lumber knew or should have known the material building code violations existed at the Townhomes and common areas.

92. 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 50 and 51.

93. 84 Lumber is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

94. 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 Townhomes and common areas, which also caused the defective conditions attributed to 84 Lumber in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

95. 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 6 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Branco)

96. The Association re-alleges paragraphs 1–52.

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

98. Branco 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.

99. Branco breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Branco in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

100. As a direct and proximate result of Branco's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

102. Branco's subcontractors also owed the Association and its members the same duty as Branco and, like Branco, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Branco in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 7 – VIOLATION OF FLORIDA BUILDING CODE
(against Branco)

104. The Association re-alleges paragraphs 1–52.

105. 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.

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

107. Branco actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Branco in paragraph 47.

108. As such, Branco committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Branco in paragraph 47.

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

110. As a direct and proximate result of Branco'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 50 and 51.

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

112. Branco's subcontractors also owed the Association and its members the same duty as Branco and, like Branco, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Branco in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 8 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Elite)

114. The Association re-alleges paragraphs 1–52.

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

116. Elite 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.

117. Elite breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Elite in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

118. As a direct and proximate result of Elite's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

120. Elite's subcontractors also owed the Association and its members the same duty as Elite and, like Elite, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Elite in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

WHEREFORE, the Association demands judgment against Elite 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 Elite)

122. The Association re-alleges paragraphs 1–52.

123. 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.

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

125. Elite actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Elite in paragraph 47.

126. As such, Elite committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Elite in paragraph 47.

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

128. As a direct and proximate result of Elite'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 50 and 51.

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

130. Elite's subcontractors also owed the Association and its members the same duty as Elite and, like Elite, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Elite in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 10 – NEGLIGENCE AND VICARIOUS LIABILITY
(against GB Construction)

132. The Association re-alleges paragraphs 1–52.

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

134. GB Construction 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.

135. GB Construction breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GB Construction in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

136. As a direct and proximate result of GB Construction's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

138. GB Construction's subcontractors also owed the Association and its members the same duty as GB Construction and, like GB Construction, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GB Construction in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 11 – VIOLATION OF FLORIDA BUILDING CODE
(against GB Construction)

140. The Association re-alleges paragraphs 1–52.

141. 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.

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

143. GB Construction actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GB Construction in paragraph 47.

144. As such, GB Construction committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GB Construction in paragraph 47.

145. GB Construction knew or should have known the material building code violations existed at the Townhomes and common areas.

146. As a direct and proximate result of GB Construction'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 50 and 51.

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

148. GB Construction's subcontractors also owed the Association and its members the same duty as GB Construction and, like GB Construction, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GB Construction in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 12 – NEGLIGENCE AND VICARIOUS LIABILITY
(against HMC)

150. The Association re-alleges paragraphs 1–52.

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

152. HMC 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.

153. HMC breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to HMC in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

154. As a direct and proximate result of HMC's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

156. HMC's subcontractors also owed the Association and its members the same duty as HMC and, like HMC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas,

which also caused the defective conditions attributed to HMC in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 13 – VIOLATION OF FLORIDA BUILDING CODE
(against HMC)

158. The Association re-alleges paragraphs 1–52.

159. 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.

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

161. HMC actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to HMC in paragraph 47.

162. As such, HMC committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to HMC in paragraph 47.

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

164. As a direct and proximate result of HMC'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 50 and 51.

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

166. HMC's subcontractors also owed the Association and its members the same duty as HMC and, like HMC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to HMC in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 14 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Leola)

168. The Association re-alleges paragraphs 1–52.

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

170. 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.

171. Leola breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

172. As a direct and proximate result of Leola's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

174. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas,

which also caused the defective conditions attributed to Leola in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

175. 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 15 – VIOLATION OF FLORIDA BUILDING CODE
(against Leola)

176. The Association re-alleges paragraphs 1–52.

177. 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.

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

179. Leola actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 47.

180. As such, Leola committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Leola in paragraph 47.

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

182. 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 50 and 51.

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

184. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

185. 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 16 – NEGLIGENCE AND VICARIOUS LIABILITY
(against RDK)

186. The Association re-alleges paragraphs 1–52.

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

188. RDK 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.

189. RDK breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to RDK in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

190. As a direct and proximate result of RDK's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

192. RDK's subcontractors also owed the Association and its members the same duty as RDK and, like RDK, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas,

which also caused the defective conditions attributed to RDK in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 17 – VIOLATION OF FLORIDA BUILDING CODE
(against RDK)

194. The Association re-alleges paragraphs 1–52.

195. 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.

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

197. RDK actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to RDK in paragraph 47.

198. As such, RDK committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to RDK in paragraph 47.

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

200. As a direct and proximate result of RDK'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 50 and 51.

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

202. RDK's subcontractors also owed the Association and its members the same duty as RDK and, like RDK, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to RDK in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 18 – NEGLIGENCE AND VICARIOUS LIABILITY
(against SD Premier)

204. The Association re-alleges paragraphs 1–52.

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

206. SD Premier 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.

207. SD Premier breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to SD Premier in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

208. As a direct and proximate result of SD Premier's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

210. SD Premier's subcontractors also owed the Association and its members the same duty as SD Premier and, like SD Premier, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes

and common areas, which also caused the defective conditions attributed to SD Premier in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

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

COUNT 19 – VIOLATION OF FLORIDA BUILDING CODE
(against SD Premier)

212. The Association re-alleges paragraphs 1–52.

213. 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.

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

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

causing defective conditions, including, but not limited to, those attributed to SD Premier in paragraph 47.

216. As such, SD Premier committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to SD Premier in paragraph 47.

217. SD Premier knew or should have known the material building code violations existed at the Townhomes and common areas.

218. As a direct and proximate result of SD Premier'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 50 and 51.

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

220. SD Premier's subcontractors also owed the Association and its members the same duty as SD Premier and, like SD Premier, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to SD Premier in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

WHEREFORE, the Association demands judgment against SD Premier for damages including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred in the prosecution of this

lawsuit, prejudgment interest, trial by jury, and for any additional relief this Court deems just and proper.

COUNT 20 – NEGLIGENCE AND VICARIOUS LIABILITY
(against GB Painting)

222. The Association re-alleges paragraphs 1–52.

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

224. GB Painting 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.

225. GB Painting breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GB Painting in paragraph 47. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 50 and 51.

226. As a direct and proximate result of GB Painting's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

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

228. GB Painting's subcontractors also owed the Association and its members the same duty as GB Painting and, like GB Painting, breached such duty by negligently constructing,

inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GB Painting in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

WHEREFORE, the Association demands judgment against GB Painting 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 GB Painting)

230. The Association re-alleges paragraphs 1–52.

231. 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.

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

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

causing defective conditions, including, but not limited to, those attributed to GB Painting in paragraph 47.

234. As such, GB Painting committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GB Painting in paragraph 47.

235. GB Painting knew or should have known the material building code violations existed at the Townhomes and common areas.

236. As a direct and proximate result of GB Painting'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 50 and 51.

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

238. GB Painting's subcontractors also owed the Association and its members the same duty as GB Painting and, like GB Painting, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GB Painting in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

WHEREFORE, the Association demands judgment against GB Painting 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 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Meritage)

240. The Association re-alleges paragraphs 1–52.

241. As the developer and general contractor for the Townhomes, Meritage is responsible for all aspects of their construction, including the exercise of reasonable care in the development and construction of the Townhomes.

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

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

244. Meritage breached its duty by defectively, improperly, and negligently developing, constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and the common areas with defective conditions, including, but not limited to, those described in paragraph 47. Such conditions have caused damage to the Townhomes as provided in paragraphs 50 and 51.

245. As a direct and proximate result of Meritage's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of

the Townhomes and for damages caused by the defects and deficiencies, as alleged in paragraphs 50 and 51.

246. As the developer and general contractor for the construction of the Townhomes, Meritage is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes.

247. Meritage's subcontractors also owed the Association and its members the same duty as Meritage and, like Meritage, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes, which also caused the defective conditions described in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51

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

WHEREFORE, the Association demands judgment against Meritage 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, and for any additional relief deemed just and proper.

COUNT 23 – NEGLIGENT SUPERVISION
(against Meritage)

249. The Association re-alleges paragraphs 1–52.

250. At all times material hereto, Meritage was responsible for overseeing and supervising its subcontractors in the construction of the Townhomes.

251. Meritage had a nondelegable duty to the Association and its members to use reasonable care during their activities throughout construction of the Townhomes.

252. Meritage had a duty to use reasonable care to properly supervise the work of its subcontractors, and to ensure that its subcontractors constructed the Townhomes to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

253. Meritage breached its duties by negligently failing to ensure proper procedures were in place during construction of the Townhomes, and by failing to provide proper oversight and supervision of its subcontractors.

254. Meritage's negligent failure to oversee and supervise its subcontractors was a breach of its duties to the Association and its members.

255. By failing to properly supervise its subcontractors, Meritage negligently failed to ensure that the construction of the Townhomes was in compliance with at least the minimum requirements of the applicable codes and standards, the approved plans and specifications, contract documents, and manufacturers' recommendations for the Townhomes, thereby resulting in the defective conditions described in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

256. Meritage's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the Association.

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

WHEREFORE, the Association demands judgment against Meritage 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, and for any additional relief deemed just and proper.

COUNT 24 – NEGLIGENT HIRING AND RETENTION
(against Meritage)

258. The Association re-alleges paragraphs 1–52.

259. At all times material hereto, Meritage was responsible for hiring and retaining its subcontractors in the construction of the Townhomes.

260. Meritage had a nondelegable duty to the Association and its members to use reasonable care during their activities throughout construction of the Townhomes.

261. Meritage had a duty to use reasonable care to hire subcontractors qualified and capable of constructing the Townhomes to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

262. As a licensed general contractor and experienced builder, Meritage knew or should have known that the subcontractors it hired and retained to construct the Townhomes were not competent to construct the Townhomes to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

263. Meritage's negligent failures to hire and retain qualified subcontractors was a breach of its duties to the Association and its members.

264. By hiring and retaining incompetent subcontractors, Meritage negligently failed to ensure that the construction of the Townhomes was in compliance with at least the minimum

requirements of the applicable codes and standards, the approved plans and specifications, contract documents, and manufacturers' recommendations for the Townhomes, thereby resulting in the defective conditions described in paragraph 47 and, in turn, the damages alleged in paragraphs 50 and 51.

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

266. Meritage's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the Association.

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

WHEREFORE, the Association demands judgment against Meritage 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, and for any additional relief deemed just and proper.

COUNT 25 – VIOLATION OF FLORIDA BUILDING CODE
(against Meritage)

268. The Association re-alleges paragraphs 1–52.

269. 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.

270. Meritage, as developer and general contractor for the construction of the Townhomes, had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes.

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

272. Meritage actively participated in the construction of the Townhomes, 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.

273. As such, Meritage committed material violations of the Florida Building Code by causing the defects and deficiencies alleged in paragraph 47.

274. As a licensed general contractor, Meritage knew or should have known the material building code violations existed at the Townhomes.

275. Meritage failed to correct the material building code violations prior to the issuance of certificates of occupancy for the Townhomes, and as a result, Meritage committed material building code violations.

276. As a direct and proximate result of Meritage'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 50 and 51.

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

WHEREFORE, the Association demands judgment against Meritage 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 deemed just and proper.

Dated: October 6, 2026

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on October 6, 2026 a true and correct copy of the foregoing has been filed with the Florida Courts e-Filing portal which will serve a copy to all counsel of record and furnished to all unrepresented parties via First-Class U.S. Mail.

/s/ Abby L. Zielinski
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