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?**

   Lakeview at Citrus Park Homeowners 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?

   Lakeview at Citrus Park HOA
   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

LAKEVIEW AT CITRUS PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation, Plaintiff, v. MATTAMY TAMPA/SARASOTA LLC, a foreign limited liability company; AYALA'S CONSTRUCTION GROUP LLC d/b/a ACG LLC f/k/a AYALA'S PAINTING AND STUCCO LLC, f/k/a AYALA'S PAINTING LLC, a Florida limited liability company; BRAD MCDONALD ROOFING & CONSTRUCTION, INC., a Florida corporation; BUILDERS FIRSTSOURCE – FLORIDA, LLC, a foreign limited liability company; CLEARVIEW LAND DESIGN, P.L., a Florida limited liability company; FIELDSTONE A&E, LLC, a foreign limited liability company; G.B. PAINTING, INC., a Florida corporation; GB CONSTRUCTION SERVICES INC, a Florida corporation; ITALIAN TERRAZZO AND TILE CO. OF BREVARD, L.L.C., a Florida limited liability company; JUNIPER LANDSCAPING OF FLORIDA, LLC, a Florida limited liability company; LEOLA CONSTRUCTION, L.L.C., a Florida limited liability company; SILVER TREND INC., a Florida corporation; SMC SYSTEMS, LLC d/b/a SKYETEC f/k/a SMC SYSTEMS, INC., a Florida limited liability company; TS SITE PREP, INC., a Florida corporation; RIPA & ASSOCIATES, L.L.C., a Florida limited liability company; WEINTRAUB INSPECTIONS & FORENSIC, INC. D/B/A WEINTRAUB ENGINEERING AND INSPECTIONS, INC., a Florida corporation, Defendants. _____/	Case No.: 25-CA-012233 **COMPLAINT AND DEMAND FOR JURY TRIAL**

COMPLAINT AND DEMAND FOR JURY TRIAL

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

NATURE OF THE CASE

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

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

JURISDICTION AND VENUE

3. This is an action for monetary damages in excess of $50,000.00 exclusive of

interest, costs, and attorney's fees, and this Court otherwise has jurisdiction over the subject matter hereof.

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

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

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

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

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

PARTIES

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

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

11. Upon information and belief, at all times material, Mattamy is and was a foreign limited liability company authorized to conduct business in Florida.

12. Upon information and belief, Mattamy served as the declarant, developer, and a general contractor for the construction of the Community as those terms are defined in §489.105(a). *Florida Statutes*, for the construction of the Community.

13. As declarant, developer, and general contractor for the Community, Mattamy was responsible for the development, design, and construction of the Community, including, without limitation, retaining, hiring, supervising, directing, controlling, and coordinating subcontractors and designers for the construction and development of the Community.

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

15. Upon information and belief, pursuant to a subcontract with Mattamy, Weintraub performed quality control, quality assurance, and plan review services for the construction of the Community.

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

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

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

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

at the Community.

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

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

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

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

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

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

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

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

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

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

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

31. Upon information and belief, pursuant to a subcontract with Mattamy, Skyetec performed quality control, quality assurance, and inspection services for the construction of the Community.

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

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

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

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

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

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

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

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

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

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

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

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

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

FACTS COMMON TO ALL CLAIMS FOR RELIEF

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

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

47. Pursuant to § 720.303(4), *Florida Statutes,* the Association does not maintain records related to owner purchase and sale agreements for their respective units, nor homeowner deeds.

48. Upon information and belief, Mattamy controlled the Association before the unit owners, other than the developer, and were able to elect a majority of the board members of the Association.

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

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

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

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

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

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

53. Upon information and belief, the following non-exhaustive list of defects and deficiencies identified in paragraph 52 are attributable to work performed by the respective Defendants as indicated below, without limitation, including the following:

A. ACG:

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

B. BFS:

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

C. Leola:

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

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

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

F. CLD:
i. Improper site drainage design.

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

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

I. ITT:
i. Improper installation of pavers.

54. The defects and deficiencies identified in paragraphs 52 and 53 are a violation of design, building, and construction practices, industry standards, manufacturers' instructions, applicable plans and specifications, and various governmental codes and restrictions, including, without limitation, the Florida Building Code, as in effect at the time the Townhomes were constructed, as well as, at the time the Townhomes were inspected and sold to the public for residential use.

55. The aggregate effect of the defects alleged in paragraphs 52 and 53 have caused, and will continue to cause, damage, including community-wide water intrusion resulting in

damage to other property and works of other trades, such as roofs, building envelopes, structural framing, finishes, and further risk of future damage throughout the Townhomes.

56. As a result of the defects identified in paragraphs 52 and 53, the Association and its members have been damaged and injured. The Association's damages include, but are not limited to, the following:

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

57. The defects and deficiencies identified in paragraphs 52 and 53 were not readily discoverable by the Association or its members through reasonable inspection at the time of purchase, and the Association and its members became aware of the defects and deficiencies only after recent inspections performed by expert consultants.

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

COUNT 1 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Mattamy)

59. The Association re-alleges paragraphs 1–58.

60. As a developer, declarant, and general contractor for the Townhomes and common

areas, Mattamy is responsible for all aspects of their construction, including the exercise of reasonable care in the development and construction of the Townhomes and common areas.

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

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

63. Mattamy breached its duty by defectively, improperly, and negligently developing, constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and the common areas with defective conditions, including, but not limited to, those described in paragraph 52. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

64. As a direct and proximate result of Mattamy's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

65. As the developer and general contractor for the construction of the Townhomes, Mattamy is also vicariously responsible for the deficient and negligent work of the subcontractors it utilized in the construction of the Townhomes and common areas.

66. Mattamy's subcontractors also owed the Association and its members the same duty as Mattamy and, like Mattamy, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions described in paragraph 52 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 2 – VIOLATION OF FLORIDA BUILDING CODE
(against Mattamy)

68. The Association re-alleges paragraphs 1–58.

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

70. Mattamy a developer, declarant, and general contractor for the construction of the Townhomes and common areas and thus had a responsibility to prevent the existence of material violations of the Florida Building Code in the completed Townhomes and common areas.

71. Further, to the extent Mattamy utilized subcontractors and consultants to plan, design, and construct the Townhomes, Mattamy, as the developer and licensed general contractor,

had a nondelegable duty to supervise their work. As a result, Mattamy is vicariously responsible for the acts of their subcontractors and consultants.

72. Mattamy actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code.

73. As such, Mattamy committed material violations of the Florida Building Code by causing the defects and deficiencies alleged in paragraph 52.

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

75. As a direct and proximate result of Mattamy's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

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

COUNT 3 - BREACH OF IMPLIED WARRANTIES
(against Mattamy)

77. The Association re-alleges paragraphs 1–58.

78. As developer, declarant, and general contractor of the Townhomes and common areas, Mattamy impliedly warranted to the Association and its members that the Townhomes and common areas were designed and constructed free from defect or deficiency in materials or workmanship and in accordance with the plans and specifications filed as a matter of public record, the applicable building codes and all applicable local and national codes, ordinances and industry standards, and good design, engineering, and construction practices. These implied warranties are generally described as implied warranties of fitness, merchantability, habitability, and workmanlike construction.

79. The Association and its members relied upon the warranties, skill, and judgment of Mattamy to ensure the Townhomes and common areas were constructed free from defect or deficiency in materials or workmanship and in accordance with the plans and specifications filed as a matter of public record, the applicable building codes, ordinances and industry standards, and good design, engineering, and construction practices and free from water intrusion and related damages.

80. Mattamy breached the implied warranties by among other things, inadequately developing, constructing, inspecting, supervising, certifying, and approving the construction of the Townhomes and common areas such that the defects and deficiencies described in paragraph 52 exist in the completed Townhomes and common areas.

81. Mattamy further failed to remedy the defects and deficiencies complained of.

82. The aggregate effect of the defects and deficiencies alleged in paragraph 52 has led to community-wide water intrusion damages and other damages at the Townhomes and common

areas. As such, the Townhomes and common areas are not fit for their intended purposes and are not of workmanlike construction.

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

84. As a proximate cause of Mattamy's conduct, omissions, and breach of the warranties described above, the Association and its members have and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

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

COUNT 4 – VIOLATION OF FLORIDA BUILDING CODE
(against CLD)

86. The Association re-alleges paragraphs 1–58.

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

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

89. CLD breached its duties by failing to design the Community with details to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work, causing the Community to be built with essential elements not in compliance with the Florida Building code and with the defects attributed to it in paragraph 53.

90. CLD's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies attributed to it in paragraph 53.

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

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

93. As a direct and proximate result of CLD's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

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

COUNT 5 – PROFESSIONAL NEGLIGENCE
(against CLD)

95. The Association re-alleges paragraphs 1–58.

96. At all times material hereto, CLD, through its agents, servants, and employees, designed, inspected, and approved the Community and was responsible for its scope of work as identified above.

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

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

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

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

100. As a direct and proximate result of the negligence of CLD, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

101. To the extent CLD utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as CLD, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which CLD is vicariously liable.

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

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

COUNT 6 – VIOLATION OF FLORIDA BUILDING CODE
(against Fieldstone)

103. The Association re-alleges paragraphs 1–58.

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

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

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

107. Fieldstone's material violation(s) of the Florida Building Codes have resulted in the defects and deficiencies in paragraph 52.

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

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

110. As a direct and proximate result of Fieldstone's material violations of the Florida Building Code, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

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

COUNT 7 – PROFESSIONAL NEGLIGENCE
(against Fieldstone)

112. The Association re-alleges paragraphs 1–58.

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

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

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

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

exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

117. As a direct and proximate result of the negligence of Fieldstone, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

118. To the extent Fieldstone utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Fieldstone, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which Fieldstone is vicariously liable.

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

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

COUNT 8 – PROFESSIONAL NEGLIGENCE
(against Weintraub)

120. The Association re-alleges paragraphs 1–58.

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

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

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

124. Weintraub breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Hillsborough County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

125. As a direct and proximate result of the negligence of Weintraub, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

126. To the extent Weintraub utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Weintraub, and breached said duty, resulting in damages to the Association, as alleged in paragraphs 56 and 57, for which Weintraub is vicariously liable.

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

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

COUNT 9 – NEGLIGENCE AND VICARIOUS LIABILITY (*against BFS*)

128. The Association re-alleges paragraphs 1–58.

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

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

131. BFS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

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

been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

134. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 10 – VIOLATION OF FLORIDA BUILDING CODE
(*against BFS*)

136. The Association re-alleges paragraphs 1–58.

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

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

139. BFS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BFS in paragraph 53.

140. As such, BFS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BFS in paragraph 53.

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

142. As a direct and proximate result of BFS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

144. BFS's subcontractors also owed the Association and its members the same duty as BFS and, like BFS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BFS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

$50,000.00.

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

COUNT 11 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Ripa)

146. The Association re-alleges paragraphs 1–58.

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

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

149. Ripa breached its duty by improperly performing its scope of work, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 53. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

150. As a direct and proximate result of Ripa's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

152. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 12 – VIOLATION OF FLORIDA BUILDING CODE
(against Ripa)

154. The Association re-alleges paragraphs 1–58.

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

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

157. Ripa actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Ripa in paragraph 53.

158. As such, Ripa committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Ripa in paragraph 53.

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

160. As a direct and proximate result of Ripa's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

162. Ripa's subcontractors also owed the Association and its members the same duty as Ripa and, like Ripa, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to Ripa in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

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

COUNT 13 – NEGLIGENCE AND VICARIOUS LIABILITY
(against GBP)

164. The Association re-alleges paragraphs 1–58.

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

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

167. GBP breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

168. As a direct and proximate result of GBP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

170. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 14 – VIOLATION OF FLORIDA BUILDING CODE
(against GBP)

172. The Association re-alleges paragraphs 1–58.

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

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

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

negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBP in paragraph 53.

176. As such, GBP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBP in paragraph 53.

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

178. As a direct and proximate result of GBP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

180. GBP's subcontractors also owed the Association and its members the same duty as GBP and, like GBP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

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

COUNT 15 – NEGLIGENCE AND VICARIOUS LIABILITY
(against JLP)

182. The Association re-alleges paragraphs 1–58.

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

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

185. JLP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to JLP in paragraph 53. Such conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

186. As a direct and proximate result of JLP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

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

supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 16 – VIOLATION OF FLORIDA BUILDING CODE
(against JLP)

190. The Association re-alleges paragraphs 1–58.

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

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

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

defective conditions, including, but not limited to, those attributed to JLP in paragraph 53.

194. As such, JLP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to JLP in paragraph 53.

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

196. As a direct and proximate result of JLP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

198. JLP's subcontractors also owed the Association and its members the same duty as JLP and, like JLP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to JLP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 17 – NEGLIGENCE AND VICARIOUS LIABILITY
(against STI)

200. The Association re-alleges paragraphs 1–58.

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

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

203. STI breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STI in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

204. As a direct and proximate result of STI's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

206. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 53 and, in turn, the

damages alleged in paragraphs 56 and 57.

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

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

COUNT 18 – VIOLATION OF FLORIDA BUILDING CODE
(against STI)

208. The Association re-alleges paragraphs 1–58.

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

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

211. STI actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to STI in paragraph 53.

212. As such, STI committed material violations of the Florida Building Code by

causing the defects and deficiencies attributed to STI in paragraph 53.

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

214. As a direct and proximate result of STI's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

216. STI's subcontractors also owed the Association and its members the same duty as STI and, like STI, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to STI in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 19 – NEGLIGENCE AND VICARIOUS LIABILITY
(against ITT)

218. The Association re-alleges paragraphs 1–58.

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

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

221. ITT breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 53 paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

222. As a direct and proximate result of ITT's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

224. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

$50,000.00.

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

COUNT 20 – VIOLATION OF FLORIDA BUILDING CODE
(against ITT)

226. The Association re-alleges paragraphs 1–58.

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

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

229. ITT actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ITT in paragraph 53.

230. As such, ITT committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to ITT in paragraph 53.

231. ITT knew or should have known the material building code violations existed at

the Townhomes and common areas.

232. As a direct and proximate result of ITT's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

234. ITT's subcontractors also owed the Association and its members the same duty as ITT and, like ITT, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ITT in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 21 – NEGLIGENCE AND VICARIOUS LIABILITY
(against Leola)

236. The Association re-alleges paragraphs 1–58.

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

in the construction of the Townhomes and common areas.

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

239. Leola breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

240. As a direct and proximate result of Leola's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

242. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

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

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

244. The Association re-alleges paragraphs 1–58.

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

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

247. Leola actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to Leola in paragraph 53.

248. As such, Leola committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to Leola in paragraph 53.

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

250. As a direct and proximate result of Leola's commission of material violations of

the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

252. Leola's subcontractors also owed the Association and its members the same duty as Leola and, like Leola, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to Leola in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 23 – NEGLIGENCE AND VICARIOUS LIABILITY (*against GBCS*)

254. The Association re-alleges paragraphs 1–58.

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

256. GBCS was responsible for ensuring its scope was performed in compliance with

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

257. GBCS breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

258. As a direct and proximate result of GBCS's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

260. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

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

COUNT 24 – VIOLATION OF FLORIDA BUILDING CODE
(against GBCS)

262. The Association re-alleges paragraphs 1–58.

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

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

265. GBCS actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to GBCS in paragraph 53.

266. As such, GBCS committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to GBCS in paragraph 53.

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

268. As a direct and proximate result of GBCS's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

270. GBCS's subcontractors also owed the Association and its members the same duty as GBCS and, like GBCS, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to GBCS in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 25 – NEGLIGENCE AND VICARIOUS LIABILITY
(against BMRC)

272. The Association re-alleges paragraphs 1–58.

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

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

275. BMRC breached its duty by improperly performing its scope of work for the Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BMRC in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

276. As a direct and proximate result of BMRC's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

278. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

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

COUNT 26 – VIOLATION OF FLORIDA BUILDING CODE
(against BMRC)

280. The Association re-alleges paragraphs 1–58.

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

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

283. BMRC actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to BMRC in paragraph 53.

284. As such, BMRC committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to BMRC in paragraph 53.

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

286. As a direct and proximate result of BMRC's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

288. BMRC's subcontractors also owed the Association and its members the same duty as BMRC and, like BMRC, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to BMRC in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 27 – NEGLIGENCE AND VICARIOUS LIABILITY
(against ACG)

290. The Association re-alleges paragraphs 1–58.

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

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

293. ACG breached its duty by improperly performing its scope of work for the

Townhomes and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 53. Such conditions have caused damage to the Townhomes and the common areas as provided in paragraphs 56 and 57.

294. As a direct and proximate result of ACG's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

296. ACG's subcontractors also owed the Association and its members the same duty as ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

additional relief this Court deems just and proper.

COUNT 28 – VIOLATION OF FLORIDA BUILDING CODE
(against ACG)

298. The Association re-alleges paragraphs 1–58.

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

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

301. ACG actively participated in the construction of the Townhomes and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to ACG in paragraph 53.

302. As such, ACG committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to ACG in paragraph 53.

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

304. As a direct and proximate result of ACG's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

306. ACG's subcontractors also owed the Association and its members the same duty as

ACG and, like ACG, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Townhomes and common areas, which also caused the defective conditions attributed to ACG in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 29 – NEGLIGENCE AND VICARIOUS LIABILITY
(against TSSP)

308. The Association re-alleges paragraphs 1–58.

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

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

311. TSSP breached its duty by improperly performing its scope of work for the Community and failing to properly integrate its work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 53. Such

conditions have caused damage to the Community and the common areas as provided in paragraphs 56 and 57.

312. As a direct and proximate result of TSSP's breach of its duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and common areas and for damages caused by the defects and deficiencies, as alleged in paragraphs 56 and 57.

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

314. TSSP's subcontractors also owed the Association and its members the same duty as TSSP and, like TSSP, breached such duty by negligently constructing, inspecting, installing, supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 30 – VIOLATION OF FLORIDA BUILDING CODE
(against TSSP)

316. The Association re-alleges paragraphs 1–58.

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

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

319. TSSP actively participated in the construction of the Community and common areas, directly supervised and influenced the manner in which all of the work was performed, and negligently created and approved conditions that materially violated the applicable Florida Building Code and failed to properly integrate their work with the work of other trades, causing defective conditions, including, but not limited to, those attributed to TSSP in paragraph 53.

320. As such, TSSP committed material violations of the Florida Building Code by causing the defects and deficiencies attributed to TSSP in paragraph 53.

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

322. As a direct and proximate result of TSSP's commission of material violations of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, as alleged in paragraphs 56 and 57.

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

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

supervising, certifying, and approving the construction of the Community and common areas, which also caused the defective conditions attributed to TSSP in paragraph 53 and, in turn, the damages alleged in paragraphs 56 and 57.

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

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

COUNT 31 – VIOLATION OF FLORIDA BUILDING CODE
(against Skyetec)

326. The Association re-alleges paragraphs 1–58.

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

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

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

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

331. By materially violating the Florida Building Code, Skyetec caused the defects and deficiencies, including, but not limited to, those in paragraph 52.

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

333. As a direct and proximate result of the material violations of the Florida Building Code by Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 56 and 57.

334. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 56 and 57, for which Skyetec is vicariously liable.

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

WHEREFORE, the Association demands judgment against Skyetec for damages pursuant to § 553.84, *Florida Statutes* including, but not limited to, the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages caused thereby, including, but not limited to, loss of use and temporary replacement housing during repairs, temporary repair costs, and diminution in value, costs incurred

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

COUNT 32 – PROFESSIONAL NEGLIGENCE
(against Skyetec)

336. The Association re-alleges paragraphs 1–58.

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

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

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

340. Skyetec breached said duties by negligently providing design, supervision, oversight, and/or inspection services in a professional and workman-like manner and failed to exercise that degree of care and skill as would be exercised by other reasonably skilled engineers practicing in Pasco County under the same or similar circumstances, causing the defects and deficiencies described above, including those in paragraph 52.

341. As a direct and proximate result of the negligence of Skyetec, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Townhomes and common areas and for damages caused by the defects and deficiencies, alleged in paragraphs 56 and 57.

342. To the extent Skyetec utilized sub-subcontractors at the Townhomes, such sub-subcontractors owed the same duty to the Association as Skyetec, and breached said duty, resulting in damages to the Association, alleged in paragraphs 56 and 57, for which Skyetec is vicariously liable.

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

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

Dated: December 3, 2025

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