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?**

Prairie Meadows 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?

Prairie Meadows Homeowners Association, Inc.
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?** $ 5,260,422.00 . **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

THE CIRCUIT COURT OF THE NINTH JUDICIAL
CIRCUIT IN AND FOR ORANGE COUNTY, FLORIDA

PRAIRIE MEADOWS HOMEOWNERS ASSOCIATION, INC., a Florida Not-for-profit Corporation, Plaintiff, v. MERITAGE HOMES OF FLORIDA, INC.; DAVID LASSITER; FIELDSTONE ARCHITECTURE & ENGINEERING D/B/A FIELDSTONE A&E, LLC; ESTEP AND HESSBERG, LLC D/B/A PROFORMANCE ROOFING; KENT A. GOFF; and 84 LUMBER COMPANY, LTD., Defendants. _____/	CASE NO.: 2025-CA-006321-O BUSINESS COURT

PLAINTIFF'S SECOND AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, PRAIRIE MEADOWS HOMEOWNERS ASSOCIATION, INC., (the "ASSOCIATION"), by and through undersigned counsel, hereby sues Defendants, MERITAGE HOMES OF FLORIDA, INC. ("Meritage"), DAVID LASSITER ("Lassiter"), FIELDSTONE ARCHITECTURE & ENGINEERING d/b/a FIELDSTONE A&E, LLC ("Fieldstone"), ESTEP AND HESSBERG, LLC d/b/a PROFORMANCE ROOFING ("Proformance"), KENT A. GOFF ("Goff"), and 84 LUMBER COMPANY, LTD. ("84 Lumber") (collectively, "Defendants"), and alleges as follows:

NATURE OF THE CASE

1. This is an action for damages arising from the defective construction and sale of individual units and common areas of the Prairie Lake Meadows townhomes (the "Townhomes," "Community," or "Subject Property") caused by the parties responsible for the development, design, and construction of the Townhomes.

2. The Subject Property includes 78 townhomes, as well as associated roadways, sidewalks, and common areas.

3. The Association operates and maintains the Community.

JURISDICTION AND VENUE

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

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

6. The Subject Property is located in Orange County, Florida.

7. The acts and omissions giving rise to this Second Amended Complaint (the "Amended Complaint") occurred in Orange County, Florida, providing jurisdiction over each of the Defendants pursuant to Section 48.193(1)(a)(1), Florida Statutes.

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

9. The Association is a corporation incorporated under the laws of Florida with its principal place of business in Orlando County, Florida.

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

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

PARTIES

12. The Association is a Florida not-for-profit corporation organized and existing under Chapter 720, Florida Statutes, to (among other things) manage the Community, with its principal place of business in Orange County, Florida.

13. The Association brings this action under Section 720.303(1), Florida Statutes, and Florida Rule of Civil Procedure 1.221 for defects and damages concerning matters of common interest to its members. The Association is the lawful, adequate, and appropriate representative of the class of unit owners comprising the Community and all accompanying common areas, property, improvements, matters of common interest, elements, and appurtenances incident thereto.

14. The Certificates of Occupancy for each of the Townhomes was issued within the last seven (7) years as required by Section, 95.11(3)(b), Florida Statutes.

15. Accordingly, all the Association's claims are timely as a matter of law.

16. Meritage is a Florida for-profit corporation incorporated under the laws of Florida with a principal place of business in Scottsdale, Arizona.

17. Meritage served as the developer and general contractor, as such terms are defined by Section 489.105(3)(a), Florida Statutes, for the project and construction of the townhomes and common areas in the Community.

18. Upon information and belief, Lassiter is a citizen of the State of Florida and a licensed Florida general contractor.

19. Lassiter served as the license-holder and General Contractor for Meritage, who pulled each of the building permits to construct the Subject Property and was responsible for all aspects of the construction and design of the Community.

20. Throughout the design, inspection, and approval of the Subject Property, Lassiter was under a professional duty to the Association and its members to use reasonable care and ensure the design and construction of the Townhomes complied with all applicable building codes, plans, specifications, as well as design and construction standards. Lassiter was also responsible for the development and construction of the buildings at the Subject Property, including but not limited to,

retaining, hiring, supervising, directing, and coordinating the subcontractors as required by Section 553.79, *Florida Statutes*.

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

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

23. Lassiter is a licensed general contractor in the State of Florida and served as the primary qualifying agent on behalf Meritage. As the licensed general contractor in the State of Florida, pursuant to the applicable codes, property permits, and §553.84, Florida Statutes, Lassiter was responsible for the entire scope of work on the Subject Property, supervising all work performed on the Subject Property, hiring and managing the various subcontractors performing work on the Subject Property, and ensuring that the Subject Property was built in accordance with all appliable building codes and standards. Lassiter also owed a common-law duty to the Association and its members to use reasonable care; to perform his scope of work

with due care so as not to cause harm, and to follow all applicable codes, industry standards, and the Subject Property's permitted plans and specifications.

24. Fieldstone is a foreign limited liability company incorporated under the laws of Michigan that is registered to conduct business in Florida with its registered address in Tampa, Hillsborough County, Florida.

25. Fieldstone served as the architect of the Subject Property and provided professional architectural services to the Subject Property.

26. As the project architect, Fieldstone, was responsible for designing, inspecting, and approving the Subject Property's construction and design.

27. Throughout the design, inspection, and approval of the Subject Property, Fieldstone was under a professional duty to the Association and its members to use reasonable care and ensure the design and construction of the Townhomes complied with all applicable building codes, plans, specifications, as well as design and construction standards.

28. Upon information and belief, Goff Lassiter is a citizen of the State of Florida, and a licensed Florida architect domiciled in Hillsborough County, Florida.

29. Goff served as the architect of record for the Townhomes on behalf of Fieldstone and signed and sealed the permitted plans and specifications for the Subject Property.

30. Throughout the design, inspection, and approval of the Subject Property, Goff was under a professional duty to the Association and its members to use reasonable care and to ensure the design and construction of the Townhomes complied with all applicable building codes, plans, specifications, as well as design and construction standards.

31. Proformance is a Florida limited liability company incorporated under the laws of the State of Florida with its principal place of business in Winter Garden, Orange County, Florida.

32. Proformance served as a subcontractor for the Townhomes, and was responsible for its entire scope of work, including but not limited to, furnishing and installing the roofs and related flashing.

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

34. 84 Lumber is a foreign limited partnership with is principal address and its general partner, Hardy Holdings, Inc., located in Eighty Four, Pennsylvania.

35. 84 Lumber served as a subcontractor for the Townhomes, and was responsible for its entire scope of work, including but not limited to, the installation of windows, window flashing, and related components.

36. 84 Lumber owed a duty to the Association and its members to use reasonable care and to perform its scope of work with due care so as to not cause harm, and to follow all applicable building codes, industry standards, manufacturers' installation instructions, and the Subject Property's permitted plans and specifications.

37. The defendants identified in paragraphs 31 through 36, are referred to herein as the "Subcontractors."

38. As a result of Defendants' conduct, the Association has been required to retain the services of the undersigned counsel to represent its interests in this Action and is obligated to pay reasonable fees for their services.

FACTS COMMON TO ALL CLAIMS FOR RELIEF

39. The Community consists of approximately 78 Townhomes, as well as the associated roadways, sidewalks, and common areas.

40. The Association's members are, collectively, the fee-simple owners of the Townhomes, common areas, and the real property, which comprises the Community.

41. The Association has the responsibility to maintain and repair the Townhomes, including but not limited to, the exterior surfaces of the Townhomes and common areas.

42. The Association also has a duty to maintain the Community by making all proper expenditures, where possible, for the Community's upkeep and management.

43. Upon information and belief, Meritage controlled the Association until turnover to Plaintiff.

44. The causes of action alleged herein concern matters of common interest to the Association's members, including but not limited to, matters affecting the Townhomes and all common areas of the Community.

45. Defendants undertook to construct the Townhomes and the common areas for sale and use of the general public, including the Association, its members, and their predecessors-in-interest.

46. The Association has discovered systemic construction defects[1] related to the development, design, and construction of the Subject Property that include, but are not limited to:

---

[1] The term "Construction Defect" is defined by Section 558.002(5), *Florida Statutes*, as:

> **"Construction defect"** means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, **supervision, observation of construction, or construction**, repair, alteration, or remodeling of real property resulting from:
> (a) Defective material, products, or components used in the construction or remodeling;
> (b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;
> (c) A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or
> (d) A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction.

Fla. Stat. 558.002(5) (emphasis added).

a) **Roofs**: Defective, improper, and inadequate installation of roofing materials, flashing, and shingles, including but not limited to, missing or insufficient 4-inch roof cement over edge flashing flanges, shingles that do not overhand the edge flashing, improper number and spacing of shingle fasteners, lower tabs that are not removed from the starter shingles, starter shingles installed upside down, improper amount, spacing, or placement of starter strip fasteners, underlayment not turned up at the wall, improperly installed shingle fasteners, unsealed or missing diverters at confined rake termination of "L" flashings, unsealed drip edge laps, unsealed "L" flashings, improperly or insufficiently sealed roof or plumbing vents, and lead flashing that was improperly folded into the vent pipes.

b) **Fenestrations**: Defective, improper, and ineffective installation and placement of windows and doors, including but not limited to, windows that fail AAMA 511 sill track testing, window and wall assemblies that fail AAMA 501.2 wand spray testing, window fasteners less than four (4) inches from the fin corners, damaged window fins, and doors and wall assemblies that fail AAMA 501.2 spray testing.

c) **Walls**: Defective and improper wall construction and workmanship, including but not limited to, missing or inadequate

insolation and application of primary sealant around windows, improper application of secondary sealants around windows, unsealed penetrations, stucco that was improperly bonded to substrates, missing or inadequate bonding agents on precast concrete, missing stucco control joints, improper installation of mortar, sill nailing missing edge blocking and undersized sill nails.

d) **Cement Fiber Board Siding**: Defective and improperly installed cement fiber board siding, including but not limited to, improper drainage, improper installation of siding Z-bar flashings, use of improper siding fasteners, inadequate nailing of siding, insufficient separation of siding adjacent to the trim, missing or inadequate separation between siding trim and window frames, weather barrier components that were not integrated with metal diverters or roof flashings, siding and trim fasteners driven through the window fins, improper installation of window flashings, improper installation of window pane flashings, inadequate fastening of build wrap, and unsealed intersections between siding and roof flashings.

e) **Diaphragms**: Defective or improperly constructed and installed diaphragms, including but not limited to, missing or inadequate floor boundary nails.

f) **Framing**: Defective and improperly construction or workmanship of framing, including but not limited to: framed subsills not properly sloped for drainage and nails made of improper materials and are not in fire-rated sheathing.

g) **Vents**: Improperly installed dryer duct vents, including but not limited to, dryer duct interiors that are not smooth, which contributes to a buildup of combustible lint and debris.

h) **Landscaping**: Improperly designed and constructed landscaping, including but not limited to, inadequate lawn area drainage and inadequate drainage of enclosed landscaping areas.

i) **Streets and pavers**: Defective and improperly designed and constructed streets, including but not limited to, light posts that are out of plumb and pavers that are settled but displaced.

j) **Site Fencing**: Defective and improperly installed vinyl fencing which leans impermissibly.

47. The defects and deficiencies, listed above, are a violation of the design, building, and construction practices, the approved architectural plans, industry standards, manufacturer requirements, product specification, and various governmental codes or restrictions, including without limitation, the Florida

Building Code, as in effect at the time the Community was constructed, as well as at the time of inspection and sale to the public for residential purposes.

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

49. The defects 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 only after further inspections were conducted by expert consultants.

50. As a direct result of the collective and individual failures by Defendants, the Association and its members have suffered, and continue to suffer, damages proximately caused by the defects in the townhomes and common areas.

51. As required by Section 558.004, Florida Statutes, the Association has served upon Defendants the written notices (the "558 Notices"), which include statements that the 558 Notices were given to satisfy the requirements of Chapter 558, Florida Statutes, and specifying with reasonable detail, the defects, damages, and injuries to the Subject Property that are the corpus of the claims, including the location of each defect to the extent known.

52. The 558 Notices were sent on behalf of the Association, in the scope of its duties pursuant to Chapter 720, Florida Statutes.

53. Since the turnover to the Association, the Association has—and will continue—to perform maintenance at the Community.

54. Cumulatively, the conditions described in Paragraph 46, above, have resulted in damage to the Subject Property, including but not limited to, damage to work performed by other trades, interior finishes, and other personal property for which the Association has, and will continue to be responsible.

55. Extensive rehabilitation and repairs are necessary to remediate the damage caused by the defects identified in Paragraph 46, above, and to reinstate the above system assemblies such that they conform to the applicable codes, meet reasonable and expected performance standards, and comply with the permitted plans and specifications.

56. The Association has been required to retain the services of legal counsel to comply with statutory requirements prior to litigation, to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove the Association's claims, thus entitling the Association to an award of attorneys' fees and costs in amounts to be established as trial.

COUNT I – NEGLIGENCE AND VICARIOUS LIABILITY
(Against Meritage)

57. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

58. Meritage was the general contractor and developer for all aspects of the construction of the Subject Property, including but not limited to, exercising reasonable care in the construction of the Townhomes and common areas to ensure they comply with the permitted plans, specifications, the Florida Building Code, industry standards, and manufacturers' installation instructions, as well as in such a manner to not damage other property.

59. At all material times, Meritage, individually and through their agents, servants, and employees planned, designed, and constructed the Townhomes.

60. Meritage had a non-delegable duty to the Association and its members to use reasonable care when designing and constructing the Townhomes, including but not limited to, designing and constructing the Townhomes to at least the minimum requirements of the applicable building codes, standards, plans, specifications, contract documents, manufacturers' recommendations, and industry standards.

61. Meritage, as the developer in control of the Association, owed a duty of care to the Association and the townhome owners to act in the best interests of the Association and the townhome owners, and to refrain from exposing the Association to liability as a result of Meritage's negligent actions.

62. Meritage breached its duty by negligently designing, constructing, inspecting, supervising, certifying, and approving the construction of the

Community, including but not limited to, those defective conditions described in paragraph 46 of this Amended Complaint, thereby resulting in damages to the Community, including but not limited to, water damage, property damage, and damages to the work and property of other persons or entities involved in the construction of the Community, necessitating repairs to remediate the resulting damage.

63. As the general contractor for the construction, Meritage is vicariously responsible for the negligent construction performed by its subcontractors.

64. As a direct and proximate result of Meritage's breach of the above-mentioned duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and for damages caused by the defects. The damages, in an amount to be determined at trial, are in excess of $50,000 (Fifty Thousand Dollars) and increasing.

WHEREFORE, the Association demands judgment against Meritage for damages, including but not limited to, the cost of repairing the construction defects, the resulting damages from the construction defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this Lawsuit, pre-judgment interest, and for any additional relief that this Court may deem just and proper.

COUNT II – BREACH OF FLORIDA BUILDING CODE
(Against Meritage)

65. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

66. Meritage was required to construct the Community in accordance with the Florida Building Code in effect at the time the townhomes and common areas were constructed at the Community.

67. Meritage served as the developer and general contractor for the construction of the Community and thus had a responsibility to not commit violations of the Florida Building Code.

68. As the entity responsible for obtaining and pulling the permits for the construction of the Community, Meritage owed the Association a non-delegable duty to comply with the Florida Building Code.

69. Meritage actively participated in the construction of the Community, directly supervised and influenced the manner in which all work was performed, negligently created, and negligently approved conditions that were in violation of the Florida Building Code, and as such, committed violation of the Florida Building Code in violation of Section 553.84, Florida Statutes.

70. Meritage knew or should have known that violations of the Florida Building Code existed, including those defects identified in Paragraph 46 of this Amended Complaint.

71. As a direct and proximate result of Meritage's violations of Section 553.84, Florida Statutes, the Association and its members have suffered damages, including but not limited to, property damage to the townhomes and common areas, water damage, and damages to the work and property of other persons or entities involved in the construction of the Community, necessitating repairs to remediate the resulting damage.

72. As a direct and proximate result of Meritage's breach of the above-mentioned duties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and for damages caused by the defects. The damages, in an amount to be determined at trial, are in excess of $50,000 (Fifty Thousand Dollars) and increasing.

WHEREFORE, the Association demands judgment against Meritage for damages, including but not limited to, the cost of repairing the construction defects, the resulting damages from the construction defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this Lawsuit, pre-judgment interest, and for any additional relief that this Court may deem just and proper.

COUNT III – BREACH OF IMPLIED WARRANTY
(Against Meritage)

73. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

74. At all material times hereto, Meritage, individually, collectively, and through its agents, servants, and employees designed, developed, and constructed the Community.

75. Meritage impliedly warranted to the Association and its members that the buildings and improvement comprising the Community were reasonably fit for their intended purpose and merchantable, and that the buildings and improvements were designed and constructed in accordance with the plans and specifications as filed as a matter of public record, the building code, and with good design, engineering, and construction practices.

76. Meritage breached the implied warranties by failing, in the design or construction of the building and improvements, to comply with the requirements of the applicable building codes, to design or construct in accordance with proper and approved construction plans and specifications, to employ a good design, engineering and construction practices, which resulted in defects in the Community.

77. The existence or cause of the defects and the damages caused thereby, are not of the type that would be reasonably recognizable to persons lacking special

knowledge or training, or the defects are hidden by building components or finishes, such that they are latent defects to the owners who, in exercise of due diligence, did not discover the existence or cause of the defects until after the purchase and occupancy of the units in the Community.

78. As a direct and proximate result of Meritage's breach of the implied warranties, the Association, through the assessment of its members, will be required to expend large sums of money to repair the defects and maintain the Community.

79. As a result of the foregoing breached of implied warranties, the Association and its members, have been damaged and injured as alleged in paragraph 46, above and elsewhere herein, to the amount of damages, to be determined at trial, in excess of $50,000 (Fifty Thousand Dollars).

WHEREFORE, the Association demands judgment against Meritage for damages, including but not limited to, the cost of repair the defects, the resulting damages from the construction defects, the incidental and consequential damages, including but not limited to loss of use, temporary replacement housing during repairs, temporary repair costs, diminution of value damages, costs incurred in the prosecution of this Lawsuit, pre-judgment interest, and any other relief the Court deems just and proper.

COUNT IV – NEGLIGENCE
(Against Subcontractors)

80. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

81. Subcontractors, as identified in Paragraphs 31–36 of this Amended Complaint, served as subcontractors for the construction of the Community.

82. Upon information and belief, Subcontractors' scope of work are consistent with the general descriptions in paragraphs 31 through 36 of this Amended Complaint.

83. Subcontractors had a duty to the Association to exercise reasonable care in constructing the Community, including but not limited to, constructing the Community in compliance with the permitted plans and specification, the Florida Building Code, manufacturers' installation recommendations, and in a manner such that their respective scopes of work would not damage other property, including other trades' scopes of work.

84. Subcontractors breached their duty to the Association by failing to correctly construct and perform their respective scopes of work on the Community, including but not limited to, those defective conditions described in paragraph 46, above, thereby resulting in damages to the Community, including but not limited to, water damage, property damage, and damage to the work and property of other

persons or entities involved in the construction of the Community, necessitating repairs to the defective work and resulting damage. The resulting damage includes, but is not limited to, the damage that one subcontractor caused to another subcontractor's work.

85. As a direct and proximate result of Subcontractors' breach of the above-described duties, the Association, through assessment of its members, has been and will be required to expend large sums of money for the repair and maintenance of the townhomes and damage caused by the defects. Damages, in an amount to be determined at trial, are in excess of $50,000 (Fifty Thousand Dollars) and increasing.

WHEREFORE, the Association demands judgment against Subcontractors for damages, including but not limited to, the cost of repairing the construction defects, the resulting damages from the construction defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this Lawsuit, pre-judgment interest, and any additional relief that this Court deems just and proper.

COUNT V – VIOLATION OF THE FLORIDA BUILDING CODE
(Against Subcontractors)

86. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

87. Subcontractors, as identified in Paragraphs 31–36 of this Amended Complaint, served as a subcontractor for the construction of the townhomes at the Community.

88. Upon information and belief, Subcontractors' scope of work are consistent with the general descriptions set forth in paragraphs 31 through 36 of this Amended Complaint.

89. Subcontractors had a duty to the Association to exercise reasonable care in constructing the Community, including but not limited to, constructing the Community in compliance with the permitted plans, specifications, the Florida Building Code, manufacturer's installation recommendations, and in a manner such that their respective scopes of work would not damage other property, including other trades' scopes of work.

90. Subcontractors breached their duty to the Association by failing to correctly construct and perform their respective scopes of work on the Community, including but not limited to, those defective conditions described in paragraph 46 of this Amended Complaint, thereby resulting in damages to the Community, including but not limited to, water damage, property damage, and damage to the work and property of other persons or entities involved in the construction of the Community, necessitating repairs to the defective work and the resulting damage. The resulting damage includes, but is not limited to, one subcontractor damaging another

subcontractor's work, and as such, committed violations of the Florida Building Code in violation of Section 553.84, Florida Statutes.

91. Subcontractors knew or should have known that the violations of the building codes existed.

92. As a direct and proximate result of Subcontractors' violations of Section 553.84, Florida Statutes, the Association and its members have suffered damages, including but not limited to property damage to the Community, water damage, and damages to the work and property of other persons or entities, including but not limited to, those involved in the construction of the Community, necessitating repairs to the resulting damage, in addition to the cost of repair for the building code violations.

93. As a direct and proximate result of Subcontractors' violation of Section 553.84, Florida Statutes, the Association has been and will be required to expend large sums of money for the repair of the Community and for resulting damages caused by these defects, including but not limited to, those conditions described herein, and to repair the violations of the Florida Building Code.

WHEREFORE, the Association demands judgment against Subcontractors for damages, including but not limited to, the cost of repairing the construction defects, the resulting damages from the construction defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this

Lawsuit, pre-judgment interest, and for any additional relief this Court deems just and proper.

COUNT VI – BREACH OF STATUTORY WARRANTIES
(Against Subcontractors)

94. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

95. Subcontractors granted to the Association an implied warranty of fitness for the work performed and materials supplied for the construction improvements, including but not limited to, warranting that the Community was designed and constructed free from leaks, defects, and deficiencies in materials and workmanship, in accordance with the plans and specifications as filed as a matter of public record, manufacturers' installation recommendations, the Florida Building Code, other applicable local and national codes, ordinances and industry standards, and good design, engineering, and construction practices.

96. Subcontractors breached their warranty during the warranty period.

97. Subcontractors breached their warranty of fitness by failing to construct and deliver their scope of work such that it was reasonably fit for its intended purpose as to the work they performed and materials supplied because they deviated from the applicable Florida Building Codes, permitted plans, specifications, manufacturers' recommendations, industry standards, good design,

engineering, and construction practices, to include defects as more fully set forth herein.

98. Subcontractors' breach of the above-described statutory warranties has directly and proximately resulted in damage to the Community, including but not limited to, water damage, property damage, and damage to the work and property of other persons or entities involved in the construction of the Community, necessitating repairs to the resulting damage and repair of the defective conditions. Damages, in an amount to be determined at trial, are in excess of $50,000 (Fifty Thousand Dollars) and increasing.

99. As a direct and proximate result of Subcontractors' breach of the above-described statutory warranties, the Association has been and will be required to expend large sums of money for the repair and maintenance of the Community and for the resulting damages caused by the defects.

WHEREFORE, the Association demands judgment against Subcontractors for damages, including but not limited to, the cost of repairing the construction defects, the resulting damages from the defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this lawsuit, pre-judgment interest, and for any additional relief this Court deems just and proper.

COUNT VII – VIOLATION OF BUILDING CODE
(Against Lassiter)

100. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

101. Lassiter served as the architect for the Community and owed a statutory duty to the Association and the individual unit owners pursuant to the applicable building codes and Section 553.84, Florida Statutes, to design, develop, and construct all of the common area and townhomes in compliance with the applicable building codes.

102. Lassiter actively participated in the design and construction of the Community, directly influenced the manner in which they were designed and construction of the Community, directly influenced the manner in which they were designed and constructed and supervised the design and construction of the townhomes and common areas.

103. Thus, Lassiter was required by Section 713.135, *Florida Statutes*, to comply with his certification in the building permits that the work performed in constructing the Community would meet the standards of all laws regulating construction and zoning, including the Florida Building Code.[2]

[2] Section 713.135(7)(a) requires that all applications for building permits in Florida contain the following language:

> Application is hereby made to obtain a permit to do the work and installations as indicated. **I certify** that no work or installation has commenced prior to the issuance of a permit and **that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction**. I

104. Furthermore, Section 553.79(10), *Florida Statutes*, confers a duty upon Lassiter to supervise, direct, manage, and control the construction activities to ensure that no violations of the Florida Building Code occur.[3]

105. The operative construction set of approved plans drafted by Lassiter for the Community were stamped and permitted by the building department as approved under the Florida Building Code, and these approved plans were therefore incorporated by reference in the operative codes for construction of the Community.

106. Lassiter breached the Florida Building Code by causing defects in the Community as alleged in paragraph 46.

107. The aggregate effect of the roofing, building envelope, and site defects caused by Lassiter's deficient design have caused community-wide water intrusion damage to other components of the roofs and other components of the buildings, including but not limited to, the building exteriors, building framing, building

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understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNANCES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: **I certify that all the foregoing information is accurate and that all work will be done in compliance with the applicable laws regulating construction and zoning.**

(emphasis added).

[3] Section 553.79(10) provides:

The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management, and control of the construction activities on the project for which the building permit was issued.

sheathing, interior and exterior finishes, and undue risk of future damages throughout the Community.

108. As the general contractor, Lassiter knew or should have known of the existence of each of the violations of the Florida Building Code existed in the Community.

109. As a result of the foregoing code violations, the Association and its members have been damaged and injured as described herein to an amount of damages, to be determined at trial, in excess of $50,000 (Fifty Thousand Dollars) and increasing.

110. The foregoing Florida Building Code violations were both the legal and factual cause of the aforementioned damages.

111. As a result of Lassiter's conduct, the construction of the Community was performed in violation of the applicable building and construction codes and ordinances and the Association has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, the Association demands judgment against Lassiter for damages, including but not limited to, those pursuant to Section 553.84, Florida Statutes, the cost of repairing the construction defects, the resulting damages from

the construction defects, the incidental and consequential damages caused thereby, costs incurred in the prosecution of this Lawsuit, pre-judgment interest, and for any additional relief this Court deems just and proper.

COUNT VIII –COMMON LAW NEGLIGENCE
(Against Lassiter)

112. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

113. At all times material hereto, Lassiter individually planned, designed, and constructed the Townhomes.

114. Lassiter personally pulled the permits to construct the Community. In the permit applications, Lassiter certified that all work on the Community would meet all standards of all laws regulating the construction of the Community. *See* Fla. Stat. § 713.135(7)(a).

115. Lassiter personally certified that all work on the Subject Property for the permits he pulled would be constructed to meet the standards of all laws regulating construction in the jurisdiction. *See* Example Permit Application attached hereto as **Exhibit "A."**

116. The Florida Building Code is a regulation and standard that governs construction in this jurisdiction.

117. Lassiter owed a non-delegable duty to the Association and its members to use reasonable care when designing and constructing the Community, including but not limited to, designing and constructing the Community to the minimum requirements of the applicable building codes, standards, plans, manufacturers' installation recommendations, plans and specifications, and industry standards.

118. Lassiter breached his duty by negligently developing, designing, constructing, supervising the construction of, and selling the Townhomes, which has caused, and will continue to cause, damage to the Community, including but not limited to, water damage, property damage, and damage to the work and property of other persons or entities, necessitating repairs. Moreover, the defects alleged herein have caused, and will continue to cause, the loss of use of the Community by the Association and its members. *See* Fla. Stat. § 553.79(10).

119. Lassiter further breached his duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

120. Lassiter individually designed, specified, surveyed, planned, supervised, observed, constructed, repaired, or altered the Subject Property, resulting in Construction Defects. [4]

121. Lassiter further had a non-delegable duty to oversee the work of all subcontractors and consultants that he utilized to construct the Community. As a result, Lassiter is vicariously responsible for the negligent acts of his subcontractors and consultants, including but not limited to, the negligent acts of the subcontractors and consultants utilized.

122. Lassiter's acts and omissions were a direct, proximate, and legal cause of the damages suffered by the Association and its members.

123. As a direct and proximate result of Lassiter's negligence, the Association has been and will be required to expend significant sums of money to remedy the defects, the resulting damage from the defects, and the incidental and consequential damage, which is valued in excess of $ 50,000, and includes but is not limited to, the defects discussed n Paragraph 46 of this Amended Complaint.

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[4] Fla. Stat. § 558.002(5)(" (5) "Construction defect" means a deficiency in, or a deficiency arising out of, the design, specifications, surveying, planning, **supervision, observation of construction, or construction**, repair, alteration, or remodeling of real property resulting from:
(a) Defective material, products, or components used in the construction or remodeling;
(b) A violation of the applicable codes in effect at the time of construction or remodeling which gives rise to a cause of action pursuant to s. 553.84;
(c) A failure of the design of real property to meet the applicable professional standards of care at the time of governmental approval; or
(d) A failure to construct or remodel real property in accordance with accepted trade standards for good and workmanlike construction at the time of construction. (emphasis added).

WHEREFORE, the Association demands judgment against Lassiter for actual damages recoverable by law, diminution of value damages, attorneys' fees, costs, and for any additional relief this Court deems just and proper.

COUNT IX –VIOLATION OF THE FLORIDA BUILDING CODE
(Against Goff)

124. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

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

126. Goff, as the licensed architect for the Community, owed a statutory duty to the Association and its members pursuant to Section 553.84, *Florida Statutes*, and Section 553.791, *Florida Statutes*, to supervise, inspect, and approve the design and construction of the Community to ensure compliance with the Florida Building Code.

127. Goff violated the Florida Building Code by inadequately and improperly approving the design plans with details violative of the Florida Building Code, and by failing to properly inspect and supervise the construction of the Community, which work Goff knew or should have known violated the Florida

Building Code and resulted in the presence of the code violations and construction defects identified in Paragraph 46 of this Amended Complaint.

128. The aggregate effect of the defects, identified in Paragraph 46 of this Amended Complaint, has caused and will continue to cause damage, including community-wide water intrusion and damage and damage to other components of the roofs, walls, structural framing, paint, sheathing, interior and exterior finishes, and other components and common areas in the Community. Moreover, the defects have caused and will continue to cause loss of use in the Community by the Association and its members.

129. Goff knew or should have known that the violations alleged herein existed.

130. As a result of the Foregoing Florida Building Code violations, the Association and its members have been damaged in an amount to be determined at trial, but in excess of $ 50,000, which continues to accrue.

131. The foregoing Florida Building Code violations are material and are the direct, proximate, and legal cause of the aforementioned damages to the Association and its members.

132. As a result of Goff's conduct that resulted in violations of the applicable building and construction codes and ordinances, the Association has been compelled to retain legal counsel to comply with statutory requirements and to

institute and prosecute these proceedings. The Association has also been required to retain expert consultants and witnesses as reasonably necessary for the prosecution of this action.

WHEREFORE, the Association demands judgment against Goff for actual damages, including but not limited to, damages under Section 553.84, Florida Statutes, the cost of repairing the building code violations, the resulting damages from the building code violations, the incidental and consequential damages resulting therefrom, loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in prosecuting this action, pre-judgment interest, and any additional relief this Court deems just and proper.

COUNT X –PROFESSIONAL NEGLIGENCE
(Against Goff)

133. The Association adopts and re-alleges paragraphs 1 through 56 of this Amended Complaint as if alleged herein.

134. Goff served as the licensed architect of record for the Community and individually planned, designed, and provided professional architectural services for the Community.

135. Goff owed a duty to the Association and its members to provide its professional architectural services in accordance with the standard of care used by

similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard that clearly and accurately indicate or illustrate all essential parts of the work to be completed, and performing construction administration duties such as inspecting that the work identified in its drawings was performed in accordance with the permit plans and specifications, and in accordance with the applicable building codes, manufacturers' recommendations, and industry standards in effect at the time of construction.

136. Goff breached the above-mentioned duties during the design and construction of the Community in that Goff's performance of his architectural services was not within the standard of care used by similar professionals under similar circumstances; the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work; and his construction administration services were not within the standard of care used by similar professionals under similar circumstances.

137. As a direct and proximate result of Goff's professional negligence, the Association has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in the amount to be

determined at trial, are in excess of $ 50,000 and include, but are not limited to, the damages alleged in Paragraph 46 of this Amended Complaint.

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

DEMAND FOR JURY TRIAL

The ASSOCIATION requests that this matter be tried before a panel of competent jurors on all matters so triable.

BALL JANIK LLP

By: */s/ James A. D'Cruz*
Phillip E. Joseph, FL Bar No. 1000368
Evan J. Small, FL Bar No. 57306
Brett J. Roth, FL Bar No. 102214
Greg K. Demers, FL Bar No. 124665
James A. D'Cruz, FL Bar No. 1002720
201 E Pine Street, Suite 600
Orlando, FL 32801
Telephone: (407) 455-5664
Facsimile: (407) 902-2105
pjoseph@balljanik.com
esmall@balljanik.com
broth@balljanik.com
gdemers@balljanik.com

jdcruz@balljanik.com
pehlert@balljanik.com
cbetancourt@balljanik.com
jjoyce@balljanik.com
orlandodocket@balljanik.com

Counsel for Plaintiff, Prairie Meadows Homeowners Association, Inc.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been filed and served via the Florida Courts E-Filing Portal May 15, 2026.

/s/ James A. D'Cruz
James A. D'Cruz, Esq.

SERVICE LIST

JARET J. FUENTE **DARA LINDQUIST** **JASON A. PERKINS** **JASON BULLINGER** Carlton Fields, P.A. 200 S. Orange Ave. Ste. 1000 Orlando, FL 32802 (407) 849-3588 jfuente@carltonfields.com DLindquist@carltonfields.com jperkins@carltonfields.com JBullinger@carltonfields.com tsharick@carltonfields.com mkihn@carltonfields.com tpaecf@cfdom.net mbryan@carltonfields.com ldifilippo@carltonfields.com	**AMY DARBY** **DAVID M. WALSH** Bush Ross, P.A. 1801 N. Highland Avenue Tampa, Florida 33602 adarby@bushross.com dwalsh@bushross.com construction@bushross.com mradulescu@bushross.com *Counsel For Defendants, Fieldstone A&E, LLC d/b/a Fieldstone Architecture & Engineering, and Kent A. Goff*

atokarz@carltonfields.com *Counsel for Defendants, Meritage Homes of Florida, Inc., and David Lassiter*	
CHARLES ERIC BEARDEN **RHETT S. PERRET** Luks, Santaniello, Petrillo, Cohen & Peterfriend 301 W. Bay Street, Suite 1010 Jacksonville, FL 32202 904-791-9191 Luksjax-pleadings@ls-law.com sbarber@insurancedefense.net cbearden@insurancedefense.net rperret@insurancedefense.net rdeluca@insurancedefense.net lrely@insurancedefense.net *Special limited appearance for Defendant, Estep & Hessburg, LLC d/b/a Proformance Roofing*	

EXHIBIT "A"

ocoee
florida

Building Permit Application
Florida Building Code 7th Edition (2020)
Development Services – Building Division
150 N Lakeshore Drive • Ocoee, Florida 34761
Online Services: http://permits.ocoee.org
Email: inspections@ocoee.org
Phone: 407-905-3104

PROJECT NAME: Prairie Meadows LOT 4

JOB ADDRESS: 1417 Prairie Meadows Way **UNIT/SPACE:**

CITY: Ocoee **STATE:** FL **ZIP:** **COUNTY: ORANGE**

PARCEL ID NO.: SEC **TWP** **RNG** **SUB** **BLK** **PAR** 010 **LOT** 0040

SUBDIVISION NAME: Prairie Meadows **ZONING CODE:**

PROPERTY OWNER: Meritage Homes **PHONE:** 407-571-0953

MAILING ADDRESS: 5337 Millenia Lakes Blvd

EMAIL ADDRESS: kim.carter@meritagehomes.com

THE ISSUANCE OF A BUILDING PERMIT DOES NOT GIVE YOU PERMISSION TO VIOLATE DEED RESTRICTIONS AND/OR HOMEOWNERS REGULATIONS. THE PROPERTY OWNER IS HELD RESPONSIBLE FOR OBTAINING HOMEOWNERS ASSOCIATION APPROVAL BEFORE COMMENCING ANY CONSTRUCTION.

FEE SIMPLE TITLE HOLDER (IF OTHER THAN OWNER): N/A

FEE SIMPLE TITLE ADDRESS: N/A

BONDING COMPANY: N/A ADDRESS:

MORTGAGE LENDER: N/A ADDRESS:

ARCHITECT/ENGINEER: Fieldstone **PHONE:** 813-466-3310 Ext 228

EMAIL ADDRESS: meritage.permit@fieldstoneeae.com

MAILING ADDRESS: 215 Celebration Place Suite 520 Celebration FL 34747

DESCRIPTION OF WORK: Construct New Single Family Residence - Town House

VALUE OF CONSTRUCTION: $ 106,680.00

OCCUPANCY GROUP: Residential **CONSTRUCTION TYPE:** SFR-TH **FLOOR AREA:** 1778

CONTRACTOR INFORMATION

COMPANY NAME: Meritage Homes **PHONE:**

EMAIL ADDRESS: kim.carter@meritagehomes.com **FAX:**

MAILING ADDRESS: 5337 Millenia Lakes Blvd Suite 235 Orlando FL 32839

QUALIFIERS NAME: David Lassiter

STATE LICENSE NO.: CGC1527677 **COMPETENCY CARD NO.:**

SUB-CONTRACTOR INFORMATION

ELECTRICAL COMPANY NAME: Terry's Electric	PHONE: 407-572-2100
QUALIFIER NAME: Mark Neveu	STATE LICENSE NO.: EC0001018
PLUMBING COMPANY NAME: North West Plumbing	PHONE: 407-367-0677
QUALIFIER NAME: Tony Mahaffey	STATE LICENSE NO.: CFC1426562
HVAC COMPANY NAME: Armstrong Air	PHONE: 407-877-8090
QUALIFIER NAME: Paul Richards	STATE LICENSE NO.: CAC057235
GAS COMPANY NAME: N/A	PHONE:
QUALIFIER NAME: N/A	STATE LICENSE NO.:
ROOFING COMPANY NAME: Proformance Roofing	PHONE:
QUALIFIER NAME: dustin estep	STATE LICENSE NO.: CCC1330971
LOW VOLTAGE COMPANY: Rampart	PHONE: 407-282-9552
QUALIFIER NAME: Jeff Robinson	STATE LICENSE NO.: EF0001172
IRRIGATION COMPANY NAME: Creative Walls	PHONE: 352-459-1089
QUALIFIER NAME: Fred Fricke	STATE LICENSE NO.: IS0000321

Application is hereby made to obtain a permit to do the work and installations as indicated. I certify that no work or installation has commenced prior to the issuance of a permit and that all work will be performed to meet the standards of all laws regulating construction in this jurisdiction. I understand that a separate permit must be secured for ELECTRICAL WORK, PLUMBING, SIGNS, WELLS, POOLS, FURNACES, BOILERS, HEATERS, TANKS, and AIR CONDITIONERS, etc.

OWNER'S AFFIDAVIT: I certify that all the foregoing information is accurate and that all work will be done in compliance with all applicable laws regulating construction and zoning.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

OWNER'S / AGENT'S SIGNATURE:

X _____

STATE OF: FL

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 27th day of January 20 21 by Brian Kittle who [X] is personally known to me, or [ ] has produced _____ as identification and who did not take an oath.

Kimberly Carter
Signature of Notary Public

Kimberly Carter
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG337541
Expires 9/7/2023

CONTRACTOR'S SIGNATURE:

X _____

STATE OF: FL

COUNTY OF: Orange

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 27th day of January 20 21 by David Lassiter who [X] is personally known to me, or [ ] has produced _____ as identification and who did not take an oath.

Kimberly Carter
Signature of Notary Public

Kimberly Carter
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG337541
Expires 9/7/2023