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?**

   Sunrise Preserve 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?

   Sunrise Preserve 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?** $ 15,507,541.03 . **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, TWELFTH JUDICIAL CIRCUIT, IN AND FOR SARASOTA COUNTY, FLORIDA

SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC., Plaintiff, v. SUNRISE LAND PARTNERS, LLLP; MATTAMY FLORIDA LLC; MATTAMY TAMPA/SARASOTA LLC; MATTAMY SARASOTA LLC; BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC.; DANIEL ROY SWIFT, AIA, individually; WINDWARD BUILDING GROUP, INC.; PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC; GLADSTONE, INC.; SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC; NATURAL ELECTRIC, LLC; ORNAMENTAL DESIGN IRONWORKS, INC.; JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION; ELITE-WEILER POOLS, INC.; DEL-AIR HEATING, AIR CONDITIONING & REFRIGERATION, LLC; SORCORP PAINTING INC.; PATRIOT PLUMBING CORP OF USA; DANIELLE FENCE MANUFACTURING COMPANY, INC.; STONEWORKS STUCCO AND STONE, LLC; SPAZZ STUCCO LLC; STEWART TENNIS COURTS & FENCING, INC.; PIPER FIRE PROTECTION, LLC; A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC.; D. SHAWN LEINS, PE, individually; FIELDSTONE A&E, LLC; CROWN ROOFING LLC n/k/a ROOF TILE SPECIALISTS, LLC; AYALA'S CONSTRUCTION GROUP LLC; SUTTON CONTRACTING INC.; LEYVA'S PAINTING & MORE, INC f/k/a LEYVA'S PAINTING & MORE LLC; AMERICAN BUILDERS SUPPLY, INC.; BUILDERS FIRSTSOURCE – FLORIDA, LLC; ROCKWELL BUILDING SYSTEMS, LLC; RIPA & ASSOCIATES, L.L.C.; LASER	CASE NO.: 2025 CA 003960 **PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL**

GRADING & ENVIRONMENTAL, LLC; TS SITE PREP, INC.; and JUNIPER LANDSCAPING OF FLORIDA, LLC, Defendants. _____/	

PLAINTIFF'S AMENDED COMPLAINT AND DEMAND FOR JURY TRIAL

Plaintiff, SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "ASSOCIATION"), by and through undersigned counsel, herby sues Defendants, SUNRISE LAND PARTNERS, LLLP; MATTAMY FLORIDA LLC; MATTAMY TAMPA/SARASOTA LLC; MATTAMY SARASOTA LLC; BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC.; DANIEL ROY SWIFT, AIA, individually; WINDWARD BUILDING GROUP, INC.; PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC.; GLADSTONE, INC.; SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC; NATURAL ELECTRIC, LLC; ORNAMENTAL DESIGN IRONWORKS, INC.; JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION; ELITE-WEILER POOLS, INC.; DEL-AIR HEATING, AIR CONDITIONING & REFRIGERATION, LLC; SORCORP PAINTING INC.; PATRIOT PLUMBING CORP OF USA; DANIELLE FENCE MANUFACTURING COMPANY, INC.; STONEWORKS STUCCO AND STONE, LLC; SPAZZ STUCCO LLC; STEWART TENNIS COURTS & FENCING, INC.; PIPER FIRE PROTECTION, LLC; A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC.; D. SHAWN LEINS, PE, individually; FIELDSTONE A&E, LLC; CROWN ROOFING LLC, n/k/a ROOF TILE SPECIALISTS, LLC; AYALA'S CONSTRUCTION GROUP LLC; SUTTON CONTRACTING INC.; LEYVA'S PAINTING & MORE, INC f/k/a LEYVA'S PAINTING & MORE LLC; AMERICAN

BUILDERS SUPPLY, INC.; BUILDERS FIRSTSOURCE – FLORIDA, LLC; ROCKWELL BUILDING SYSTEMS, LLC; RIPA & ASSOCIATES, L.L.C.; LASER GRADING & ENVIRONMENTAL, LLC; TS SITE PREP, INC.; and JUNIPER LANDSCAPING OF FLORIDA, LLC, and alleges as follows:

NATURE OF THE CASE

1. This is an action for damages arising from the defective construction and sale of the residential villas, infrastructure, common areas, and amenities of the Sunrise Preserve subdivision (the "Project") caused by the parties responsible for the development, design, and construction of the Subject Property.

2. The Project includes 56 residential villa buildings totaling 110 units, perimeter walls and associated roadways, sidewalks, amenities centers, clubhouse, pool pavilion, entry monuments, guardhouses and common areas, and is located in Sarasota County, Florida ("Subject Property" or "Villas").

3. The ASSOCIATION maintains and operates the Subject Property.

4. The ASSOCIATION alleges claims from breach of applicable building codes, negligence and vicarious liability, professional negligence, and breach of implied warranties.

JURISDICTION AND VENUE

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

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

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

8. At all times material, Defendants conducted business in Sarasota, Florida, including for the construction of the Subject Property.

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

10. All conditions precedent to bringing this action have occurred, are in process, or have been waived, including, but not limited to, the requirements of Chapter 558, Fla. Stat., and Chapter 720, Fla. Stat.

PARTIES

11. The ASSOCIATION is a corporation organized and exists under Chapter 720 of the Florida Statutes to provide a corporate entity pursuant to §720.302, Fla. Stat., for the operation of the Subject Property.

12. The ASSOCIATION brings this action in its own right and as a lawful representative for its members who own the Subject Property that Defendants designed and built, and which suffer from defects and damages affecting the common areas, subdivision infrastructure, subdivision amenities, and exterior walls, window penetrations, roofing systems, drywall, stucco, paint, sheathing, framing, lath, and other property constituting parts of the residential villas affecting the ASSOCIATION and its members as a matter of common interest.

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

14. SUNRISE LAND PARTNERS, LLLP ("SUNRISE"), is a Florida Limited Partnership with its principal place of business at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

15. MATTAMY FLORIDA LLC, ("MATTAMY FLORIDA") is a Foreign Limited Liability Company with its principal place of business located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

16. MATTAMY TAMPA/SARASOTA LLC ("MATTAMY T/S") is a Foreign Limited Liability Company with its principal address located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

17. MATTAMY SARASOTA LLC ("MATTAMY SARASOTA") is a Foreign Limited Liability Company with its principal address located at 4901 Vineland Road, Suite 450, Orlando, Florida 32811.

18. SUNRISE, MATTAMY FLORIDA, MATTAMY T/S, and MATTAMY SARASOTA, herein will sometimes be collectively referred to as "MATTAMY."

19. SUNRISE, MATTAMY FLORIDA, MATTAMY T/S, and MATTAMY SARASOTA, all currently do or in the past have done business under the Florida registered fictitious name, "MATTAMY HOMES."

20. SUNRISE was the declarant of the Sunrise Preserve Homeowners Association, Inc., and the developer of the common areas of Project/Subject Property. As developer/declarant, SUNRISE, controlled ASSOCIATION'S board of directors at all relevant times until on or about July 23, 2023.

21. MATTAMY were Certified Building Contractor and Certified General Contractor for the design, development, and construction of the Subject Property, as that term is defined in §489.105(3)(a), Fla. Stat.

22. As the Developer, Certified Building Contractor and Certified General Contractor for the Subject Property, MATTAMY was responsible for the development, design and construction of the Subject Property, including, but not limited to, retaining, hiring, supervising, directing and coordinating the various design professionals, general contractors, specialty contractors, and subcontractors for the design and construction of the Subject Property.

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

24. MATTAMY also had non-delegable duties as Certified Building Contractor and Certified General Contractor to ensure construction complied with the building code. *See Mastrandrea v. J. Mann, Inc.*, 128 So. 2d 146 (Fla. 3d DCA 1961); *Bialkowicz v. Pan Am. Condominium No. 3, Inc.*, 215 So. 2d 767 (Fla. 3d DCA 1968).

Amenities Construction

25. BSB DESIGN, INC. ARCHITECTURE AND COMMUNITY PLANNING d/b/a BSB DESIGN OF FLORIDA, INC. ("BSB") is a foreign corporation authorized to conduct business in Florida.

26. BSB served as architect of the Subject Property specifically relating to, but not limited to, the amenities, clubhouse, pool, guard house, entrance gates, entrance water features and

other common area improvements, and was responsible for designing, inspecting, and approving the design and construction of same.

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

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

29. DANIEL ROY SWIFT, AIA ("SWIFT"), individually, is a licensed architect in the State of Florida as those terms are defined in in § 481.203(3) and was responsible for the design and construction of buildings at the Subject Property, including, but not limited to, designing, inspecting, and approving the Subject Property and its related improvements.

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

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

32. BSB and SWIFT are collectively referred to as "AMENITIES DESIGN PROFESSIONALS."

33. WINDWARD BUILDING GROUP, INC. ("WINDWARD") is a Florida Profit Corporation with a principal place of business located at 650 Second Avenue, Saint Petersburg, Florida 33701.

34. WINDWARD served as the builder and licensed General Contractor for the Subject Property, as those terms are defined in §489.105(3)(a) Fla. Stat.

35. As the General Contractor for the Subject Property, WINDWARD was responsible for the development, design, and construction of the Subject Property, including, but not limited to, retaining, hiring, supervising, directing, and coordinating the subcontractors.

36. In addition, as the Subject Property's General Contractors, WINDWARD owed statutory duties to the ASSOCIATION and its members, pursuant to the applicable building-codes and §553.84, Florida Statutes, to perform its scope of work in compliance with the applicable building codes; and a common-law duty to construct the Subject Property in accordance with standard industry practices so as to prevent harm and damage to the ASSOCIATION and its members.

37. WINDWARD also had non-delegable duties as Certified Building Contractor to ensure construction complied with the building code. *See Mastrandrea v. J. Mann, Inc.*, 128 So. 2d 146 (Fla. 3d DCA 1961); *Bialkowicz v. Pan Am. Condominium No. 3, Inc.*, 215 So. 2d 767 (Fla. 3d DCA 1968).

Amenities Subcontractors

38. PETERSENDEAN ROOFING AND SOLAR SYSTEMS, INC, ("PETERSENDEAN") is a Florida Profit Corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was

responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the roofs and roofing systems, related components and accessories, and other related work.

39. PETERSENDEAN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

40. GLADSTONE, INC. ("GLADSTONE") is a Florida Profit Corporation, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing architectural stone products and veneers, related components and accessories, and other related work.

41. GLADSTONE owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

42. SUPERIOR ELECTRICAL SERVICES AND CONTRACTOR, LLC ("SUPERIOR") is a Florida Limited Liability Company, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to,

furnishing and installing electrical systems, related components and accessories, and other related work.

43. SUPERIOR owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

44. NATURAL ELECTRIC, LLC ("NATURAL ELECTRIC") is a Florida Limited Liability Company, who at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing hardscaping electrical systems, related components and accessories, and other related work.

45. NATURAL ELECTRIC owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

46. ORNAMENTAL DESIGN IRONWORKS, INC. ("ODI"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fencing and gate systems, related components and accessories, and other related work.

47. ODI owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

48. JUVENTINO FUENTES CONSTRUCTION, INC. d/b/a JF'S CONSTRUCTION ("JFS"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing finish carpentry, related components and accessories, and other related work.

49. JFS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

50. ELITE-WEILER POOLS, INC. ("ELITE-WEILER"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing pools, spas, water features, fountains, related components and accessories, and other related work.

51. ELITE-WEILER owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject

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

52. DEL-AIR HEATING, AIR CONDITIONING & REFIRGERATION, LLC ("DEL-AIR"), is a Foreign Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing heating, ventilation, air conditioning and mechanical systems, related components and accessories, and other related work.

53. DEL-AIR owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

54. SORCORP PAINTING INC. ("SORCORP"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing exterior painting, sealing and caulking, related components and accessories, and other related work.

55. SORCORP owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

56. PATRIOT PLUMBING CORP OF USA ("PATRIOT"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing plumbing systems, related components and accessories, and other related work.

57. PATRIOT owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

58. DANIELLE FENCE MANUFACTURING COMPANY, INC. ("DANIELLE"), is a Florida Proft Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fences, related components and accessories, and other related work.

59. DANIELLE owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

60. STONEWORKS STUCCO AND STONE, LLC ("STONEWORKS"), is a Florida Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire

scope of work at the Subject Property, including, but not limited to, furnishing and installing stucco and exterior cladding systems, related components and accessories, and other related work.

61. STONEWORKS owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

62. SPAZZ STUCCO LLC ("SPAZZ"), is a Florida Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing stucco and exterior cladding systems, related components and accessories, and other related work.

63. SPAZZ owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

64. STEWART TENNIS COURTS & FENCING, INC. ("STEWART"), is a Florida Profit Corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing tennis courts, pickleball courts and bocce courts, related components and accessories, and other related work.

65. STEWART owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

66. PIPER FIRE PROTECTION, LLC ("PIPER"), is a Foreign Limited Liability Company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing fire sprinkler and fire suppression systems, related components and accessories, and other related work.

67. PIPER owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

68. The Defendants referred to in Paragraphs 38-67 are collectively referred to as "AMENITIES SUBCONTRACTORS."

Site Civil Construction

69. A M ENGINEERING, INC. n/k/a SR SALE SRQ, INC. ("A M") is a Florida Profit Corporation with a principal place of business located at 8340 Consumer Court, Sarasota, Florida 34240.

70. A M served as civil engineer of the Subject Property, specifically relating to, but not limited to, site infrastructure such as roads, sidewalks, common area grading, lakes and ponds

and stormwater drainage, and was responsible for designing, inspecting, and approving the design and construction of same.

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

72. A M owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable building codes, industry standards, regulatory rules and standards, professional standards of care, permit conditions and the Subject Property's permitted plans and specifications.

73. D. SHAWN LEINS, PE, individually, is a licensed professional engineer in the state of Florida as those terms are defined in § 481.203(3) and was responsible for the design and construction of the Subject Property specifically relating to, but not limited to, site infrastructure such as roads, sidewalks, common area grading, lakes and ponds and stormwater drainage, including, but not limited to, designing, inspecting, and approving the Subject Property and its related improvements.

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

75. LEINS owed a duty to the ASSOCIATION and its members to use reasonable care and to perform its scope of work with due care so as not to cause harm, and to follow all applicable

building codes, industry standards, regulatory rules and standards, professional standards of care, permit conditions, and the Subject Property's permitted plans and specifications.

76. A M and LEIN are collectively referred to as "INFRASTRUCTURE DESIGN PROFESSIONALS."

Infrastructure Contractors

77. RIPA & ASSOCIATES, L.L.C. ("RIPA"), is a Florida limited liability company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, site excavation, roads, curbs, walkways, stormwater drainage, ponds, grading, and related components and accessories, and other related work.

78. LASER GRADING & ENVIRONMENTAL, LLC ("LASER") is an inactive Florida limited liability company which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing sidewalks, related components and accessories, and other related work.

79. TS SITE PREP, INC. ("TSSP"), is a Florida profit corporation which, at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing sidewalks, related components and accessories, and other related work.

80. JUNIPER LANDSCAPING OF FLORIDA, LLC ("JUNIPER") is a Florida limited liability company which, at all-time material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing landscaping and irrigation

systems for the common areas and residences, related components and accessories, and other related work.

81. The Defendants referred to in Paragraphs 77-80 are collectively referred to as "INFRASTRUCTURE CONTRACTORS."

Villas Construction

82. FIELDSTONE A&E, LLC ("FIELDSTONE") is a Foreign Limited Liability Company with a principal place of business located at 12906 Tampa Oaks Boulevard, Suite 150, Tampa, Florida 33637.

83. FIELDSTONE served as architect of record of the Subject Property, specifically relating to, but not limited to, the residential villas, and was responsible for designing, inspecting, and approving the design and construction of same.

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

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

86. CROWN ROOFING LLC, n/k/a ROOF TILE SPECIALISTS, LLC ("CROWN") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the

roofs and roofing systems, related components and accessories, and other related work for the construction of the residential villas.

87. CROWN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

88. AYALA'S CONSTRUCTION GROUP LLC ("AYALA") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing the stucco and siding systems, related components and accessories, and other related work for the construction of the residential villas.

89. AYALA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

90. SUTTON CONTRACTING INC. ("SUTTON") is a Florida profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing house wrap, related components and accessories, and other related work for the construction of the residential villas.

91. SUTTON owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

92. LEYVA'S PAINTING & MORE INC f/k/a LEYVA'S PAINTING & MORE LLC ("LEYVA) is a Florida profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing exterior paints and sealants, related components and accessories, and other related work for the construction of the residential villas.

93. LEYVA owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

94. AMERICAN BUILDERS SUPPLY, INC. ("AMERICAN") is a foreign profit corporation, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing windows and doors, related components and accessories, and other related work for the construction of the residential villas.

95. AMERICAN owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

96. BUILDERS FIRSTSOURCE – FLORIDA, LLC ("BFF") is a foreign limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing windows and doors, related components and accessories, and other related work for the construction of the residential villas.

97. BFF owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in compliance with the applicable building codes, and a common-law duty to construct the Subject Property in accordance with standard industry practices, so as to prevent harm and damages to the ASSOCIATION.

98. ROCKWELL BUILDING SYSTEMS, LLC ("ROCKWELL") is a Florida limited liability company, which at all times material hereto, was conducting business in Sarasota County, Florida, including for the Subject Property, and was responsible for its entire scope of work at the Subject Property, including, but not limited to, furnishing and installing framing, related components and accessories, and other related work for the construction of the residential villas.

99. ROCKWELL owed a statutory duty to the ASSOCIATION and its members, pursuant to the applicable building code and §553.84, Fla. Stat., to perform its scope of work in

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

100. The defendants identified in Paras. 86-99 are collectively referred to herein as the "VILLAS SUBCONTRACTORS."

FACTS COMMON TO ALL CLAIMS FOR RELIEF

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

102. The ASSOCIATION has the responsibility to maintain the common areas, site improvements, infrastructure and amenities of the Subject Property. The ASSOCIATION also has the responsibility to maintain the villas, including, but not limited to, the villa exteriors and roofs.

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

104. MATTAMY controlled the ASSOCIATION until legal "turnover" of the ASSOCIATION to the owners of the Subject Property.

105. The causes of action alleged herein concern matters of common interest to the Subject Property and the ASSOCIATION's members.

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

107. In so doing, Defendants failed to reasonably and adequately plan, develop, design, or construct the Subject Property.

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

109. As a direct result of the Defendants' collective and individual failures, the ASSOCIATION and its members have suffered, and continue to suffer, damages proximately caused by defects and deficiencies in the construction of the Subject Property, including, but not limited to, the defects and deficiencies set forth in **Exhibit A – "Sunrise Preserve Defects List"** attached hereto and incorporated herein by reference.

110. The defects and deficiencies listed in the attached **Exhibit A** are a violation of design, building, and construction practices and professional standards, the approved construction plans, industry standards, manufacturers' requirements, product specifications, and various governmental codes and restrictions, including, without limitation, the Florida Building Code as in effect at the time the Subject Property was constructed, as well as at the time it was inspected and sold to the public for residential use.

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

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

113. The aggregate effect of the defects set forth above has caused, and will continue to cause, water-intrusion damage to other components of the roofs, walls and structural framing, and other components of buildings including, but not limited to, the building exteriors, building framing, building lath, weather resistive barrier, building sheathing and framing, interior and

exterior finishes, drywall, paint, insulation, and other components of the Subject Property and common areas; damages to other property; damage to work of other trades; and undue risk of future damages throughout the Subject Property. Moreover, the defects alleged herein have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

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

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

COUNT 1 - VIOLATION OF BUILDING CODE AS TO AMENITIES AND VILLAS
(Against MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

116. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-68 and 82-115 above.

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

118. MATTAMY owed statutory and non-delegable duties to the ASSOCIATION and the individual unit owners pursuant to the Florida Building Code ("FBC") and §553.84, Florida Statutes, to construct all the buildings of the Subject Property in compliance with the FBC.

119. Further, to the extent MATTAMY utilized contractors, subcontractors and consultants to plan, design, and construct the Subject Property, MATTAMY, as the licensed general contractor, had a non-delegable duty to supervise their work.

120. As a result, MATTAMY is vicariously responsible for the negligent acts of their contractors, subcontractors and consultants, including, but not limited to, the negligent acts of the subcontractors or consultants so utilized. *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing Mills, 114 So. 2d 817); *Mastrandrea v. J. Mann, Inc.*, 128 So.2d 146 (Fla. 3d DCA 1961); *Bialkowicz v. Pan Am. Condominium No. 3, Inc.*, 215 So.2d 767 (Fla. 3d DCA 1968).

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

122. Moreover, MATTAMY also committed violations of the FBC as a result of their acts and omissions on the Subject Property during the construction and sale of the Subject Property.

123. MATTAMY's violations of the FBC include, but are not limited to, those defects identified in **Exhibit A, Sections II and III** and, to the extent the MATTAMY utilized subcontractors in performing their work then the MATTAMY is vicariously liable for those subcontractors' violation of the FBC.

124. The aggregate effect of the defects set forth above has caused, and will continue to cause, community-wide water-intrusion damage to other components of the roofs and other

components of the building including, but not limited to, the building exteriors, building framing, building lath, building sheathing, drywall, paint, interior and exterior finishes, and damage to site work, curbs, concrete slabs, and surrounding areas, and has created an undue risk of future damages throughout the Subject Property. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

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

126. As a direct and proximate result of the foregoing FBC violations by MATTAMY, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages, in an amount to be determined at trial, which damages exceed $50,000.00 and include, but are not limited to, the following:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

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

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

COUNT 2 – NEGLIGENCE, VICARIOUS LIABILITY AND DERIVATIVE LIABILITY
(Against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

129. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-128 above.

130. At all times material hereto, MATTAMY, individually, collectively, and through their agents, servants and employees, designed, developed, and constructed the Subject Property.

131. MATTAMY had non-delegable duties to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, designing, developing and constructing the Subject Property to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

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

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

134. Further, to the extent MATTAMY utilized design professionals, contractors, and subcontractors to construct, plan and design the Subject Property, MATTAMY, as the licensed general contractor had a non-delegable duty to oversee their work and is vicariously responsible for the negligent acts of its design professionals, contractors, and subcontractors including, but not limited to, the AMENTIES DESIGN PROFESSIONALS, WINDWARD, the AMENITIES SUBCONTRACTORS, the INFRASTRUCTURE DESIGN PROFESSIONALS, the

INFRASTRUCTURE CONTRACTORS, FIELDSTONE, and the VILLAS SUBCONTRACTORS.

135. MATTAMY also breached its duties by negligently directing, instructing, sequencing, and coordinating the work of the AMENTIES DESIGN PROFESSIONALS, WINDWARD, the AMENITIES SUBCONTRACTORS, the INFRASTRUCTURE DESIGN PROFESSIONALS, the INFRASTRUCTURE CONTRACTORS, FIELDSTONE, and the VILLAS SUBCONTRACTORS, which failed to properly design and/or construct the Subject Property. These failures were due at least in part to the failures of MATTMAY to give proper direction and, instruction, and to properly sequence and coordinate the work.

136. As a result, MATTAMY is vicariously responsible for the negligent actions of its subcontractors and consultants, but not limited to, the negligent acts of its contractors, subcontractors or consultants so utilized. *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *See* Fla. Stat. 553.79; *Mills v. Krauss*, 114 So. 2d 817 (Fla. 2d DCA 1959) (a general contractor owes a non-delegable duty of care subjecting it to liability for a subcontractor's negligence.); *CC-Aventura, Inc. v. Weitz Co., LLC*, 2009 WL 2136527, *2 (S.D. Fla. July 13, 2009) (citing *Mills*, 114 So. 2d 817); *Mastrandrea v. J. Mann, Inc.*, 128 So.2d 146 (Fla. 3d DCA 1961); *Bialkowicz v. Pan Am. Condominium No. 3, Inc.*, 215 So.2d 767 (Fla. 3d DCA 1968).

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

138. As a direct and proximate result of MATTAMY's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and

deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to, the damages alleged **in Exhibit A** and Paragraph 126 above.

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

COUNT 3 – BREACH OF IMPLIED WARRANTY
(Against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC, and MATTAMY SARASOTA, LLC)

139. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-138 above.

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

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

MATTAMY utilized subcontractors in performing their work then the MATTAMY is vicariously liable for those subcontractors' breach of the implied warranty.

142. MATTAMY breached the implied warranties by failing, in designing or constructing the buildings and improvements, to comply with the requirements of applicable building codes; failing to design or construct in accordance with proper and approved construction plans and specifications; and failing to employ good design, engineering and construction practices, as a result of which the Subject Property contains defects and deficiencies.

143. The existence or cause of the defects and deficiencies, and the damages caused thereby, are not of the type that would reasonably be recognizable by persons who lack special knowledge or training, or they are hidden by building components or finishes, and they are latent defects and deficiencies to the owners who, in the exercise of due diligence, did not discover the existence or cause of the defects and deficiencies until after the purchase and occupancy of the units in the Subject Property.

144. As a direct and proximate result of MATTAMY's breach of the implied warranties, the ASSOCIATION, through the assessment of its members, will be required to expend large sums of money for the repair of the defects and deficiencies and maintenance of the property, building and improvements, and for damages caused thereby.

145. As a result of the foregoing breaches of implied warranties, the ASSOCIATION and its members have been damaged and injured as alleged in **Exhibit A, Sections II and III**, and Paragraph 126 above, and elsewhere herein. Damages, in the amount to be determined at trial, are in excess of $50,000.00.

WHEREFORE the ASSOCIATION demands judgment against SUNRISE LAND PARTNERS, LLLP, MATTAMY FLORIDA, LLC, MATTAMY TAMPA/SARASOTA, LLC,

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

COUNT 4 - VIOLATION OF BUILDING CODE
(Against WINDWARD)

146. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 33-68 and 101-115 above.

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

148. WINDWARD owed a non-delegable duty to the ASSOCIATION and its members, pursuant to the Florida Building Code and §553.84, Florida Statutes, to properly supervise, direct, oversee, sequence and coordinate the AMENITIES SUBCONTRACTORS, and to construct the Subject Property in compliance with the Florida Building Code.

149. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable Florida Building Code ("FBC"), and these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

150. WINDWARD's violations of the FBC include, but are not limited to, causing the defects described in **Exhibit A, Section II** and, to the extent the WINDWARD utilized subcontractors in performing their work then the WINDWARD is vicariously liable for those subcontractors' violation of the FBC.

151. The aggregate effect of the defects set forth above has caused, and will continue to cause, water-intrusion damage to other components of the roofs and other components of the building including, but not limited to the building exteriors, building framing, building lath, building sheathing, drywall, paint, interior and exterior finishes, and has created an undue risk of future damages throughout the Subject Property. Moreover, the defects alleged here in have caused, and will continue to cause, loss of use to the ASSOCIATION and its members.

152. WINDWARD knew or should have known that all of the violations alleged and described above existed.

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

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

155. As a result of the conduct of WINDWARD, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

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

COUNT 5 – NEGLIGENCE AND VICARIOUS LIABILITY
(Against the WINDWARD)

156. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 33-68, 101-115 and 147-155 above.

157. At all times material hereto, WINDWARD was responsible for directing, sequencing, coordinating, and instructing the AMENITIES SUBCONTRACTORS in the construction of the Subject Property.

158. WINDWARD had a non-delegable duty to the ASSOCIATION and its members to use reasonable care during his activities throughout construction of the Subject Property.

159. WINDWARD had a duty to use reasonable care to properly instruct, direct, sequence, and coordinate the work of the AMENITIES SUBCONTRACTORS, including, but not limited to, ensuring that the AMENITIES SUBCONTRACTORS constructed the Subject Property to at least the minimum requirements of the applicable building codes, standards, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry.

160. WINDWARD breached its duties by negligently directing, instructing, sequencing, and coordinating the work of the AMENITIES SUBCONTRACTORS, which failed to properly construct the Subject Property, which failures were due at least in part to the failures of WINDWARD to give proper direction, instruction, and oversight, and to properly sequence and coordinate the AMENITIES SUBCONTRACTORS' work.

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

162. WINDWARD further breached his duty by failing to ensure compliance with at least the minimum requirements of the applicable codes and standards, and by failing to ensure construction of the Subject Property was constructed in accordance with the approved plans and specifications, contract documents, and manufacturers' recommendations for the Subject Property, thereby resulting in damages including, but not limited to, water damage, property damage, and damages to the work and property of other persons or entities, necessitating the need for repairs.

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

164. As a direct and proximate result of WINDWARD's negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages in an amount to be determined at trial, are in excess of $50,000.00 and include, but are not limited to the damages alleged in **Exhibit A, Section II**, and All costs to investigate the Subject Property and develop a scope and plans to repair the Subject Property;

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

b. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

e. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

g. All costs incurred to prosecute this lawsuit; and

h. Pre- and post-judgment interest.

WHEREFORE the ASSOCIATION demands judgment against WINDWARD for damages including but not limited to the cost of repairing the construction deficiencies, the resulting damages from the construction deficiencies, the incidental and consequential damages,

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

COUNT 6 – BREACH OF IMPLIED WARRANTY
(Against WINDWARD)

165. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paras. 1-68 and 101-115 above.

166. At all times material hereto, WINDWARD, individually, collectively, and through its agents, servants and employees, designed, developed, and constructed the Subject Property.

167. WINDWARD impliedly warranted to the Association and its members that the buildings and improvements comprising the Subject Property were reasonably fit for their intended purpose and merchantable, and that the buildings and improvements were designed and constructed in accordance with the plans and specifications as filed as a matter of public record, building code, and with good design, engineering, and construction practices and, to the extent the WINDWARD utilized subcontractors in performing their work then the WINDWARD is vicariously liable for those subcontractors' breach of the implied warranty.

168. WINDWARD breached the implied warranties by failing, in designing or constructing the buildings and improvements, to comply with the requirements of applicable building codes; failing to design or construct in accordance with proper and approved construction plans and specifications; and failing to employ good design, engineering and construction practices, as a result of which the Subject Property contains defects and deficiencies.

169. The existence or cause of the defects and deficiencies, and the damages caused thereby, are not of the type that would reasonably be recognizable by persons who lack special

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

170. As a direct and proximate result of WINDWARD's breach of the implied warranties, the ASSOCIATION, through the assessment of its members, will be required to expend large sums of money for the repair of the defects and deficiencies and maintenance of the property, building and improvements, and for damages caused thereby.

171. As a result of the foregoing breaches of implied warranties, the ASSOCIATION and its members have been damaged and injured as alleged in **Exhibit A, Section II**, and including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

COUNT 7 - BREACH OF FLORIDA BUILDING CODE
(Against AMENITIES DESIGN PROFESSIONALS)

172. The ASSOCIATION repeats and re-alleges paragraphs 1-13, 25-32 and 101-115 above.

173. Pursuant to Section 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a violation of the Florida Building Code and Part IV of Ch. 553.84, *Florida Statutes*.

174. The AMENITIES DESIGN PROFESSIONALS were architects of record for the Subject Property and provided professional architectural services for the Subject Property and, as such, designed, inspected, and approved the Subject Property and its related improvements.

175. The AMENITIES DESIGN PROFESSIONALS actively participated in the design and construction of the Subject Property, directly supervised and/or influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

176. Throughout the design, inspection, and approval of the Subject Property, the AMENITIES DESIGN PROFESSIONALS were under a professional duty to the Association to use reasonable care and to ensure that the design and construction of the Community and related improvements complied with all applicable building codes, and that the design drawings were

detailed to a sufficiently high standard and clearly and accurately indicating or illustrating all essential parts of the work.

177. The operative construction set of approved plans for the Subject Property are stamped and permitted by the building department as approved under the applicable Florida Building Code, and these approved plans therefore incorporated by reference into the operative codes for construction of the Community and common elements.

178. The AMENITIES DESIGN PROFESSIONALS violated the Florida Building Code as set forth in **Exhibit A, Section II** and, to the extent the AMENITIES DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the AMENITIES DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' violation of the FBC.

179. As the architects of record for the Subject Property, the AMENITIES DESIGN PROFESSIONALS knew or should have known that building-code violations existed.

180. As a direct and proximate result of the AMENITIES DESIGN PROFESSIONALS violations of Section 553.84, *Florida Statutes,* omissions, and breach of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

WHEREFORE the ASSOCIATION demands judgment against each of the AMENITIES DESIGN PROFESSIONALS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the Court deems just and proper.

COUNT 8 - PROFESSIONAL NEGLIGENCE
(Against the AMENITIES DESIGN PROFESSIONALS)

182. The Association re-alleges paragraphs 1-13, 25-32, 101-115 and 173-181 above.

183. The AMENITIES DESIGN PROFESSIONALS were architects of record for the Subject Property and/or related improvements and provided architectural services for the Community.

184. The AMENITIES DESIGN PROFESSIONALS owed a duty to the Association and its members to provide its professional engineering services in accordance with the standard of care used by similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard to clearly and

accurately indicate or illustrate all essential parts of the work to which they refer, and performing construction administration duties such that the work identified in its drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable building codes, manufacturers' recommendations, and industry standards in effect at the time of construction and, to the extent the AMENITIES DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the AMENITIES DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' breach of the duty.

185. The AMENITIES DESIGN PROFESSIONALS breached the above-mentioned duties during the design and construction of the Community and related improvements in that (i) the AMENITIES DESIGN PROFESSIONALS' performance of their architectural services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its construction administration services were not within the standard of care used by similar professionals under similar circumstance

186. As a direct and proximate result of the AMENITIES DESIGN PROFESSIONALS's professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section II**, and including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

COUNT 9 - VIOLATION OF BUILDING CODE
(Against the AMENITIES SUBCONTRACTORS)

187. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 38-68 and 101-115 above.

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

189. The AMENITIES SUBCONTRACTORS owed a statutory duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to construct all the common elements and buildings at the Subject Property in compliance with the FBC.

190. The operative construction set of approved plans for the Subject Property were stamped and permitted by the building department as approved under the applicable FBC, and

these approved plans were therefore incorporated by reference into the operative codes for construction of the Subject Property.

191. The AMENITIES SUBCONTRACTORS violated the FBC by improper construction and installation of their respective scopes of work as alleged herein and, to the extent the AMENITIES SUBCONTRACTORS utilized sub-subcontractors in performing their work then the AMENITIES SUBCONTRACTORS are vicariously liable for those sub-subcontractors' violation of the FBC.

192. The AMENITIES SUBCONTRACTORS' FBC violations in performing their respective scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in **Exhibit A, Section II** herein, and have damaged and will continue to damage other property, and the work of other trades.

193. The AMENITIES SUBCONTRACTORS knew or should have known that the violations alleged and described above existed.

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

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

195. The foregoing FBC violation was both the legal and factual cause of the aforementioned damages.

196. As a result of the conduct of the AMENITIES SUBCONTRACTORS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, the ASSOCIATION demands judgment against each of the AMENITIES SUBCONTRACTORS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 10 - NEGLIGENCE
(Against the AMENITIES SUBCONTRACTORS)

197. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 38-68, 101-115 and 188 -196 above.

198. At all times material hereto, the AMENITIES SUBCONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

199. The AMENITIES SUBCONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their respective scopes of work to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the AMENITIES SUBCONTRACTORS utilized sub-subcontractors in performing their work then the AMENITIES SUBCONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

200. The AMENITIES SUBCONTRACTORS breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, industry standards, contract documents, and manufacturers' recommendations for the Subject Property, including, but not limited to, those defects and deficiencies identified in **Exhibit A, Section II**.

201. The AMENITIES SUBCONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 126 above, and have damaged and will continue to damage other property, and the work of other trades.

202. The AMENITIES SUBCONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

203. As a direct and proximate result of the AMENITIES SUBCONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

COUNT 11 - PROFESSIONAL NEGLIGENCE
(Against the INFRASTRUCTURE DESIGN PROFESSIONALS)

204. The Association re-alleges paragraphs 1-13, 69-76 and 101-115 above.

205. The INFRASTRUCTURE DESIGN PROFESSIONALS were civil engineers of record for the Subject Property and/or related improvements and provided professional engineering services for the Subject Property.

206. The INFRASTRUCTURE DESIGN PROFESSIONALS owed a duty to the Association and its members to provide its professional engineering services in accordance with the standard of care used by similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work to which they refer, and performing construction administration duties such that the work identified in its drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable design standards, permit conditions, manufacturers' recommendations, and industry standards in effect at the time of construction and, to the extent the INFRASTRUCTURE DESIGN PROFESSIONALS utilized sub-subcontractors in performing their work then the INFRASTRUCTURE DESIGN PROFESSIONALS are vicariously liable for those sub-subcontractors' breach of the duty.

207. The INFRASTRUCTURE DESIGN PROFESSIONALS breached the above-mentioned duties during the design and construction of the Subject Property and related improvements in that (i) the INFRASTRUCTURE DESIGN PROFESSIONALS' performance of their engineering services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its construction

administration services were not within the standard of care used by similar professionals under similar circumstance

208. As a direct and proximate result of the INFRASTRUCTURE DESIGN PROFESSIONALS's professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section I**, and including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

and proper.

COUNT 12 - NEGLIGENCE
(Against the INFRASTRUCTURE CONTRACTORS)

209. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 77-81 and 101-115 above.

210. At all times material hereto, the INFRASTRUCTURE CONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

211. The INFRASTRUCTURE CONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their scope of work to at least the minimum requirements of the applicable building codes, regulatory codes, plans and specifications, permit conditions, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the INFRASTRUCTURE CONTRACTORS utilized sub-subcontractors in performing their work then the INFRASTRUCTURE CONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

212. The INFRASTRUCTURE CONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 105 above, and have damaged and will continue to damage other property, and the work of other trades.

213. The INFRASTRUCTURE CONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

214. As a direct and proximate result of the INFRASTRUCTURE CONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of

money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

COUNT 13 - BREACH OF FLORIDA BUILDING CODE
(Against FIELDSTONE)

215. The Association re-alleges paragraphs 1-13, 82-85 and 101-115 above.

216. Pursuant to Section 553.84, *Florida Statutes*, on behalf of its members, the Association has a private right of action for any damages resulting from a violation of the Florida Building Code and Part IV of Ch. 553.84, *Florida Statutes*.

217. FIELDSTONE were architects of record for the Subject Property and provided professional architectural services for the Subject Property and, as such, designed, inspected, and approved the Subject Property and its related improvements.

218. FIELSTONE actively participated in the design and construction of the Subject Property, directly supervised and/or influenced the manner in which all of the work was performed, and negligently created and approved conditions that violated the applicable Florida Building Code.

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

220. The operative construction set of approved plans for the Subject Property are stamped and permitted by the building department as approved under the applicable Florida Building Code, and these approved plans therefore incorporated by reference into the operative codes for construction of the Community and common elements.

221. FIELDSTONE violated the Florida Building Code as set forth in **Exhibit A, Section III** and, to the extent the FIELDSTONE utilized sub-subcontractors in performing their work then the FIELDSTONE is vicariously liable for those sub-subcontractors' violation of the FBC.

222. As the architects of record for the Subject Property, FIELDSTONE knew or should have known that building-code violations existed.

223. As a direct and proximate result of FIELDSTONE'S violations of Section 553.84, *Florida Statutes,* omissions, and breach of the Florida Building Code, the Association and its members have suffered and continue to suffer damages, including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

WHEREFORE, the ASSOCIATION demands judgment against FIELDSTONE for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary

replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 14 - PROFESSIONAL NEGLIGENCE
(Against FIELDSTONE)

225. The Association re-alleges paragraphs 1-13, 82-85, 101-115 and 215-223 above.

226. FIELDSTONE was the architect of record for the Subject Property and/or related improvements and provided professional architectural services for the Subject Property.

227. FIELDSTONE owed a duty to the Association and its members to provide its professional engineering services in accordance with the standard of care used by similar professionals in the community under similar circumstances, including without limitation: providing final drawings of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work to which they refer, and performing construction administration duties such that the work identified in its drawings was performed in accordance with the permitted plans and specifications, and in accordance with the applicable design standards, permit conditions, manufacturers' recommendations, and industry standards in effect at the time of construction and, to the extent the FIELDSTONE utilized sub-subcontractors in performing their work then the FIELDSTONE is vicariously liable for those sub-subcontractors' breach of the duty.

228. FIELDSTONE breached the above-mentioned duties during the design and construction of the Subject Property and related improvements in that (i) the FIELDSTONE'S performance of their architectural services were not within the standard of care used by similar professionals under similar circumstances, (ii) the drawings were not of a sufficiently high standard to clearly and accurately indicate or illustrate all essential parts of the work, and (iii) its

construction administration services were not within the standard of care used by similar professionals under similar circumstance.

229. As a direct and proximate result of FIELDSTONE'S professional negligence, the Association and its members have suffered and continue to suffer damages, as alleged in **Exhibit A, Section III**, and including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

WHEREFORE, the ASSOCIATION demands judgment against FIELDSTONE for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any

other relief the court deems just and proper.

COUNT 15 - VIOLATION OF BUILDING CODE
(Against the VILLAS SUBCONTRACTORS)

230. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13 and 86-115 above.

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

232. The VILLAS SUBCONTRACTORS owed a statutory duty to the ASSOCIATION and its members pursuant to the FBC and §553.84, Florida Statutes, to construct all the common elements and buildings at the Subject Property in compliance with the FBC.

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

234. The VILLAS SUBCONTRACTORS violated the FBC by improper construction and installation of their respective scopes of work as alleged herein and, to the extent the VILLAS SUBCONTRACTORS utilized sub-subcontractors in performing their work then the VILLAS SUBCONTRACTORS are vicariously liable for those sub-subcontractors' violation of the FBC.

235. The VILLAS SUBCONTRACTORS' FBC violations in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in **Exhibit A, Section III** herein, and have damaged and will continue to damage other property, and the work of other trades.

236. The VILLAS SUBCONTRACTORS knew or should have known that the violations alleged and described above existed.

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

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

238. The foregoing FBC violation was both the legal and factual cause of the aforementioned damages.

239. As a result of the conduct of the VILLAS SUBCONTRACTORS, in violation of applicable building and construction codes and ordinances, the ASSOCIATION has been compelled to retain the services of legal counsel to comply with statutory requirements and to institute and prosecute these proceedings, and to retain expert consultants and witnesses as reasonably necessary to prove its case.

WHEREFORE, the ASSOCIATION demands judgment against each of the VILLAS

SUBCONTRACTORS for damages including but not limited to those pursuant to Fla. Stat. §553.84, the cost of repairing the building code violations, the resulting damages from the building code violations, incidental and consequential damages caused thereby, including but not limited to loss of use and temporary replacement housing during repairs, temporary repair costs, diminution in value damages, costs incurred in the prosecution of this lawsuit, pre- and post-judgment interest, trial by jury, and any other relief the court deems just and proper.

COUNT 16 - NEGLIGENCE
(Against the VILLAS SUBCONTRACTORS)

240. The ASSOCIATION reasserts, re-alleges, and incorporates by reference all the allegations in Paragraphs 1-13, 86-115 and 230-238 above.

241. At all times material hereto, the VILLAS SUBCONTRACTORS, through their agents, servants and employees, constructed the Subject Property and were responsible for their complete scope of work as identified above.

242. The VILLAS SUBCONTRACTORS each had duty to the ASSOCIATION and its members to use reasonable care when constructing the Subject Property, including, but not limited to, performing their scope of work to at least the minimum requirements of the applicable building codes, plans and specifications, contract documents, manufacturers' recommendations, and standards in the industry and, to the extent the VILLAS SUBCONTRACTORS utilized sub-subcontractors in performing their work then the VILLAS SUBCONTRACTORS are vicariously liable for those sub-subcontractors' breach of the duty.

243. The VILLAS SUBCONTRACTORS breached their duties by failing to comply with at least the minimum requirements of the applicable codes and standards, and by failing to construct the Subject Property in accordance with the approved plans and specifications, industry

standards, contract documents, and manufacturers' recommendations for the Subject Property, including, but not limited to, those defects and deficiencies identified in **Exhibit A, Section III**.

244. The VILLAS SUBCONTRACTORS' negligence in performing their scopes of work has caused, and will continue to cause, damage to the Subject Property, including, but not limited to, those defects and damages alleged in Paragraph 126 above, and have damaged and will continue to damage other property, and the work of other trades.

245. The VILLAS SUBCONTRACTORS' acts and omissions were a direct, proximate, and legal cause of the damages suffered by the ASSOCIATION.

246. As a direct and proximate result of the VILLAS SUBCONTRACTORS' negligence, the ASSOCIATION has been and will be required to expend significant sums of money to remedy the defects and deficiencies, the resulting damages from the construction deficiencies, and the incidental and consequential damages including:

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

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

c. All costs to perform necessary temporary repairs, past repairs, and increased maintenance caused by the defects and the resulting damages to the Subject Property;

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

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

f. Damages for stigma, and diminution in value as a result the defects and resulting damages;

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

h. All costs incurred to prosecute this lawsuit; and

i. Pre- and post-judgment interest.

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

DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to all issues so triable.

Dated: August 20, 2025

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EXHIBIT A

SUNRISE PRESERVE HOMEOWNERS ASSOCIATION, INC.
DEFECTS LIST

I. Site Civil Improvements:

a. Roads:
   i. Improper design of roads
   ii. Improper installation of roads
   iii. Damaged asphalt
   iv. Cracked asphalt
   v. Asphalt depressions
   vi. Ponding water
   vii. Stained and discolored asphalt

b. Sidewalks:
   i. Improper design of sidewalks
   ii. Improper installation of sidewalks
   iii. Cracking and gouges in sidewalks
   iv. Displacement of sidewalks
   v. Damaged and missing sidewalk sections
   vi. Tripping conditions
   vii. Sidewalks not meeting ADA safety standards
   viii. Missing sidewalks at outside buffer perimeter of subdivision
   ix. Missing or damaged detectable warning surfaces at ramps

c. Traffic signs:
   i. Improper installation of traffic signs
   ii. Traffic signs leaning or collapsed

d. Stormwater Drainage:
   i. Improper installation and maintenance of stormwater drainage structures
   ii. Control structures in preserve area covered with vegetation
   iii. Ponding water in curb gutters
   iv. Damaged and cracked curb gutters
   v. Rutted drainage swales
   vi. Drainage swales not properly graded
   vii. Ponding water in drainage swales
   viii. Ponding water between lots

ix. Ponding and stagnant water in drainage area behind Hope Sound
x. Erosion at lake banks
xi. Lake banks not properly sloped or excessively sloped
xii. Missing or dead littoral zone vegetation

e. Perimeter Walls/Fencing:
i. Improper installation of perimeter concrete walls
ii. Concrete cracking at walls
iii. Stucco cracking at walls
iv. Improper installation and maintenance of retaining walls
v. Paver retaining walls are failing
vi. Unadhered pavers
vii. Retaining walls overgrown with vegetation
viii. No pedestrian railings installed on retaining walls as per plans
ix. Improper installation and maintenance of vinyl perimeter fencing.
x. Vinyl perimeter fencing is damage and falling over
xi. Vinyl perimeter fencing is stained with mold and mildew
xii. Vinyl perimeter fencing missing and not installed as per plans
xiii. Berm sloping at perimeter fencing and retaining walls exceeds planned slope

f. Irrigation
i. Improper design of irrigation system
ii. Improper installation of irrigation system
iii. Irrigation main lines blown out
iv. Decoders not wired correctly
v. Decoders not properly grounded
vi. Irrigation main lines not installed where shown on plans
vii. Irrigation pump station not properly installed
viii. Irrigation pump station wiring not properly sealed
ix. Irrigation pump station wiring not enclosed within conduit
x. Soil erosion at pump station main irrigation lines
xi. Fault in wiring of irrigation system blue controller
xii. Lack of adequate lightning protection and grounding for irrigation electrical wiring

g. Miscellaneous:
i. Soil erosion at perimeter fencing
ii. Soil erosion at south end of tennis courts

II. **Amenities:**

a. Entry Monuments and Fountains
   i. Improper design of entry monument fountains
   ii. Improper installation of entry monument fountains
   iii. Stucco cracking at fountains
   iv. North entry monument fountain structurally unsound
   v. Structural damage and cracking wall sections at north entry monument
   vi. Failing expansion joints at north entry monument fountain
   vii. Excessive settlement and movement of foundation system at north entry monument fountain
   viii. Stucco cracks inside both entry monument fountain pools
   ix. Failed recirculation pumps at entry monument fountain pools
   x. Algae growth and calcium buildup at entry monument fountain pools
   xi. Staining and discoloration of entry monument fountain pools
   xii. Electrical junction boxes for entry monument lighting not installed according to plans
   xiii. Entry monument lighting has failed

b. Entry Monument Columns
   i. Improper installation of entry monument columns
   ii. Stucco cracks at entry monument columns
   iii. Mold and mildew growth at entry monument columns

c. Gatehouse and Entrances:
   i. Improper installation of gatehouse windows
   ii. Gatehouse windows not properly sealed or caulked
   iii. Improper installation of exterior stucco cladding system
   iv. Stucco is cracking
   v. Improper installation of electrical penetrations
   vi. Electrical penetrations left unsealed
   vii. Improper installation and maintenance of swing gates
   viii. Rusted and corroded swing gates and gate hardware

d. Clubhouse:
   i. Improper grading around clubhouse
   ii. Soils around clubhouse foundation are eroding

iii. Improper installation of roofing system
iv. Cracked and displaced roofing tiles
v. Exposed underlayment
vi. Cracked mortar and ridge tiles
vii. Ridge tiles not fully set into mortar or adhesive contrary to plans
viii. Improper installation of window systems
ix. Windows not caulked or sealed
x. Window sealants and caulks failing
xi. Improper installation of exterior stucco cladding
xii. Stucco is cracking
xiii. Improper installation of interior doors
xiv. Excessive gaps at interior doors
xv. Improper installation of HVAC system
xvi. Plans called for one 11-ton unit, but a 10-ton unit installed instead serving the fitness room
xvii. Fitness room unit is undersized and does not properly cool the room
xviii. Yoga room thermostat is not operations
xix. Clubroom heating system does not operate
xx. Clubroom thermostat not wired correctly
xxi. Clubroom secondary heat exchanger not functioning
xxii. Refrigerant suction line insulation is cracked and damaged
xxiii. Improper installation of plumbing system
xxiv. Insulation not installed on hot water and return piping contrary to plans
xxv. Improper installation of fire sprinkler and suppression system
xxvi. Fire sprinkler system not properly tagged
xxvii. Rusting and corrosion at surface and hardware of fire backflow preventer

e. Pool/Spa:
i. Improper installation and maintenance of pool equipment
ii. Pool equipment enclosure lift struts corroded or missing
iii. Pool and spa heater components corroded or rusting
iv. Improper installation of deck pavers
v. Deck pavers are settling and displaced
vi. Improper installation and maintenance of pool perimeter fencing
vii. Pool fencing pickets are damaged
viii. Composite fencing surround pool equipment is leaning and unstable

f. Recreation Courts:
i. Improper installation and maintenance of court surfaces
ii. Delamination of coating at tennis court

iii. Crack in pickleball court surface
iv. Warped composite boards at bocce court
v. Insufficient spacing of composite boards at bocce court to allow for expansion and contraction

g. Miscellaneous
i. Improper installation and maintenance of grills
ii. Improper installation and maintenance of mailbox kiosks
iii. Finishes on grills and mailbox pedestals is failing or rusted
iv. Improper installation of landscape lighting at subdivision entrance
v. Entry landscape lighting not operational due to shorts in wiring

III. Residential Villas:

a. Roofs:
i. Improper design of villas roofing systems
ii. Improper installation of villa roofing systems
iii. Unsecured and broken roof tiles and rake tiles
iv. Underlayment is torn, cut and missing
v. Unsealed and missing diverters at confined rake termination of "L" flashing
vi. Unsealed "L" flashing lap
vii. Missing tile roof headwall flashing
viii. Valley flashing not extended past drip edge
ix. Improperly sealed underside of roof vent
x. Lead flashing improperly folded into vent pipe
xi. Water leaks and water intrusion from roofs

b. Stucco:
i. Improper design of villas exterior stucco cladding system
ii. Improper installation of villas exterior stucco cladding system
iii. Lack of isolation/improper application of stucco window/door sealant
iv. Unsealed penetration
v. Stucco improperly bonded to substrate
vi. Lack of binding agent on precast concrete
vii. Inadequate separation between stucco and dissimilar materials
viii. Villas stucco is cracked

c. Windows:
i. Improper design of window systems
ii. Improper installation of window systems

iii. Window/wall assembly fails AAMA 501.2 wand spray test
iv. Inadequate/improper window buck installation
v. Window installed out of square

d. Cement Fiber Board Siding:
   i. Improper design of cement fiber board siding system
   ii. Improper installation of cement fiber board siding system
   iii. Lack of separation between siding trim and window frame

e. Sitework:
   i. Failed retaining wall
   ii. Missing or inadequate drainage area
   iii. Settlement of pavers