

**IN THE CIRCUIT COURT FOR THE FOURTH JUDICIAL CIRCUIT  
IN AND FOR DUVAL COUNTY, FLORIDA  
CIVIL DIVISION**

**JOHN R. HESTER, JR.,**

**Plaintiff,**

**vs.**

**Case No.:**

**KB HOME, KB HOME FLORIDA, LLC and  
KB HOME JACKSONVILLE, LLC.,**

**Defendants.**

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**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiff, **JOHN R. HESTER, JR.**, by and through his undersigned counsel, hereby sues Defendants, **KB HOME, KB HOME FLORIDA, LLC and KB HOME JACKSONVILLE, LLC**, and alleges as follows:

**JURISDICTION, PARTIES, AND VENUE**

1. This is an action for damages in excess of \$15,000.00, exclusive of interest, costs, and attorneys' fees.
2. Plaintiff, JOHN R. HESTER, JR., is an owner of certain property located in Duval County, Florida.
3. Defendant, KB HOME is a Delaware Corporation. Defendant, KB Home has subsidiaries doing business in Florida.
4. Defendant, KB HOME FLORIDA, LLC, ("KB HOME Florida") is a Delaware limited liability company authorized to do business in Florida. Defendant KB HOME FLORIDA is a subsidiary of Defendant KB HOME and maintains an office in Duval County, Florida,

and transacts business in the State of Florida. Defendant KB HOME is the Managing Member of KB HOME FLORIDA

5. Defendant, KB HOME JACKSONVILLE, LLC, is a Delaware corporation authorized to conduct business in the State of Florida. Defendant, builds homes in Duval County Florida, and is operating, conducting, engaging in, and carrying on a business or business venture in Duval County, Florida, and has an office or agency in Duval County, Florida.
6. Defendants, KB HOME, KB HOME FLORIDA, and KB HOME JACKSONVILLE shall collectively be referred to herein as “KB HOME.”
7. Venue for this action is properly in Duval County, Florida pursuant to section 47.051, *Florida Statutes*, as the causes of action set forth herein accrued in Duval County, Florida, and the subject real property is located in Duval County, Florida.

#### GENERAL ALLEGATIONS

8. Plaintiff, JOHN R. HESTER, JR., owns the real property located at 11341 Justin Oaks Drive, Jacksonville, Florida 32221 (the “Home”).
9. Defendant, KB HOME, is the contractor that built the Home that is the subject of this Complaint.
10. The Defendant, KB HOME, first conveyed the subject property by Special Warranty Deed dated January 11, 2008.
11. Subsequent to construction of the Home, certain design and construction deficiencies were observed at the Home, which include, but are not limited to, an inadequately and improperly installed stucco system.
12. Agents of the Plaintiff inspected the Home and concluded, based upon their professional opinion, that the residence contained an inadequately and improperly installed stucco

system, among other deficiencies. See Exhibit “A” attached hereto (without Appendix A- photo catalog).

13. Plaintiff, JOHN R. HESTER, JR., now seeks recovery herein for damages proximately caused by the improper design and/or construction of the Home, which has resulted in numerous defects and deficiencies in the various systems and components in the Home, including violations of local and state building codes.
14. Defendant, KB HOME by and through its subcontractors and independent contractors, violated the Florida Building Code, including the applicable ASTM Standards, by inadequately and improperly installing the stucco system on the Home.
15. The existence or causes of the defects are not readily recognizable by Plaintiff who lacks special knowledge or training.
16. The defects are hidden by components or finishes, are latent in nature, and are defects that require special knowledge or training to ascertain and determine the nature and causes of the defects.
17. All conditions precedent to the bringing of this action have occurred, have been performed, or have been waived, including but not limited to the requirements of Section 558.004, *Florida Statutes*.

**COUNT I**  
**VIOLATION OF §553.84, FLORIDA STATUTE FOR**  
**11341 JUSTIN OAKS DRIVE, JACKSONVILLE, FLORIDA 32221 (THE**  
**“HOME”).**

18. Plaintiff, JOHN R. HESTER, JR., adopts, re-alleges and incorporates by reference the allegations contained in paragraphs 1 through 17 above as though fully set forth herein.

19. Section 553.84, *Florida Statutes*, expressly creates a statutory cause of action on behalf of any person damaged as a result of a violation of the Florida Building Codes Act (section 553.70, *et. seq.*, *Florida Statutes*), against the party or parties committing the violations.
20. Defendant, KB HOME, was thus under a statutory duty to Plaintiff, JOHN R. HESTER, JR., pursuant to the Florida Building Codes Act, to construct and deliver the Home in compliance with all applicable local, state, and national building codes and regulations.
21. Defendant, KB HOME, in inspecting, constructing, and delivering the Home, failed to comply with all applicable local, state, and national building codes and regulations, including, but not limited to The Florida Building Code, in effect at the time of construction, in violation of the Florida Building Codes Act.
22. Defendant, KB HOME, in inspecting, constructing, and delivering the Home, failed to comply with all applicable local, state, and national building codes and regulations, and knew or should have known that the Home was in violation of The Florida Building Code, in effect at the time of construction, and in violation of the Florida Building Codes Act.
23. Defendant's violations include, but are not limited to an inadequately and improperly installed stucco system, including but not limited to:
  - a. Numerous cracks are present in the stucco that are not typical of a proper stucco installation per the building code and ASTM standards.
  - b. Cracking in stucco allowing moisture infiltration;
  - c. The lath is continuous through control joints, in violation of ASTM C-1063 – 99 section 7.10.1.4, which states, "lath shall not be continuous through control joints but shall be stopped and tied at each side;"
  - d. The stucco does not meet the thickness required by the standards. The stucco is less than 7/8" in thickness in violation of ASTM C 926 Table 4-Nominal Plaster thickness- which states "per Table 4, the minimum thickness of stucco installed with metal base over solid base is a 7/8" 3 coat system;
  - e. The stucco is not embedded fully into the lath, in violation of ASTM C926 7.2.1, which states "the first (scratch) coat shall be applied with sufficient material and

- pressure to form full keys through, and to embed the metal base, and with sufficient thickness of material over the metal to allow for scoring of the surface”;
- f. The lath is not installed backing on backing and metal on metal in violation of ASTM C 1063 – 99 section 7.8.3.1 which states, “where metal plaster base with backing is used, the vertical and horizontal lap joints shall be backing on backing and metal on metal;”
  - g. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) Separation shall be provided where plaster abuts dissimilar construction materials or openings; further, ASTM C-1063 7.11.3 (dissimilar material)- Nonload-bearing members shall be isolated from load-bearing members, and all penetrating elements, with casing beads or other suitable means, to avoid transfer of structural loads, and to separate from dissimilar materials;” and /or
  - h. There is an in proper weep screed in violation of 7.11.15 which states, “the nose of the screed shall be placed...2 in. (51mm) above the paved surfaces. The weather resistive barrier and lath shall entirely cover the vertical attachment flange and terminate at the top edge of the nose or ground flange; ”
  - i. There is improper clearance between stucco termination and patio flooring to allow inspection for termites in violation of 2007 Florida Building Code, Residential with 2009 revisions section 704 which states, “In order to provide for inspection for termite infestation, clearance between exterior wall coverings and final earth grade on the exterior of a building shall not be less than 6 inches (152 mm);”
  - j. Missing weeping accessory. A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit. ASTM C 926 section A2.2.3 states: “where vertical and horizontal exterior plaster surfaces meet, both surfaces shall be terminated with casing beads with the vertical surface extending at least ¼ in. (6mm) below the intersecting horizontal plastered surface thus providing a drip edge. The casing bead for the horizontal surface shall be terminated not less than ¼ in. from the back of the vertical surface to provide drainage.”
  - k. Flashing was not installed above windows to divert water from building. R703.8 states “Approved corrosion-resistant flashing shall be applied shingle-fashion in such a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. The flashing shall extend to the surface of the exterior wall finish. Approved corrosion-resistant flashing shall be installed at all of the following locations: ... Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water-resistive barrier for subsequent drainage; and, at wall and roof intersections.”

24. Due to the Defendant’s failure to comply with the aforementioned statutes and codes, the Plaintiff has suffered from construction defects and deficiencies.

25. As a direct and proximate result of the construction defects and violations, the Home has suffered damages not only to the exterior stucco, but also the underlying wire lath, paper backing, house wrap, wood sheathing, interior walls, interior floors, and/or other property.

26. As a direct and proximate result of the construction defects and violations, the Plaintiff has been damaged in that the defects and violations substantially reduce the value of the Home and/or require significant repairs and renovations to correct such defects and violations.

**WHEREFORE**, Plaintiff, JOHN R. HESTER, JR., respectfully requests the Court to enter final judgment against Defendant, KB HOME, for the damages specified herein, together with interest, costs, and such other relief as the Court deems just and appropriate.

**COUNT II**  
**NEGLIGENCE (VICARIOUS LIABILITY AGAINST KB HOME FOR STUCCO**  
**SUBCONTRACTOR'S WORK PRODUCT)**

27. Plaintiff, JOHN R. HESTER, JR., adopts, re-alleges, and incorporates by reference the allegations contained in paragraphs 1 through 17 above as though fully set forth herein.

28. KB HOME contracted the construction of the Home to various subcontractor, including a stucco subcontractor.

29. The stucco subcontractor owed any potential homeowner, including Plaintiff in this instance, a duty to exercise reasonable care in performing its scope of work including but not limited to the application of the stucco on the Home in compliance with the Florida Building Code and industry standards.

30. The stucco subcontractor in inspecting, constructing, application of the stucco, and delivering the Home, failed to comply with all applicable local, state, and national building codes and regulations, including, but not limited to The Florida Building Code, in effect at the time of construction, in violation of the Florida Building Codes Act.

31. The stucco subcontractor in inspecting, constructing, application of the stucco, and delivering the Home, failed to comply with all applicable local, state, and national building codes and regulations, and knew or should have known that the Home was in violation of The Florida Building Code, in effect at the time of construction, and in violation of the Florida Building Codes Act.

32. The stucco subcontractor's violations include, but are not limited to defective stucco system:

- a. Numerous cracks are present in the stucco that are not typical of a proper stucco installation per the building code and ASTM standards.
- b. Cracking in stucco allowing moisture infiltration;
- c. The lath is continuous through control joints, in violation of ASTM C-1063 – 99 section 7.10.1.4, which states, “lath shall not be continuous through control joints but shall be stopped and tied at each side;”
- d. The stucco does not meet the thickness required by the standards. The stucco is less than 7/8” in thickness in violation of ASTM C 926 Table 4-Nominal Plaster thickness- which states “per Table 4, the minimum thickness of stucco installed with metal base over solid base is a 7/8” 3 coat system;
- e. The stucco is not embedded fully into the lath, in violation of ASTM C926 7.2.1, which states “the first (scratch) coat shall be applied with sufficient material and pressure to form full keys through, and to embed the metal base, and with sufficient thickness of material over the metal to allow for scoring of the surface”;
- f. The lath is not installed backing on backing and metal on metal in violation of ASTM C 1063 – 99 section 7.8.3.1 which states, “where metal plaster base with backing is used, the vertical and horizontal lap joints shall be backing on backing and metal on metal;”
- g. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) Separation shall be provided where plaster abuts dissimilar construction materials or openings; further, ASTM C-1063 7.11.3 (dissimilar material)- Nonload-bearing members shall be isolated from load-bearing members, and all penetrating elements, with casing beads or other suitable means, to avoid transfer of structural loads, and to separate from dissimilar materials;” and /or
- h. There is an in proper weep screed in violation of 7.11.15 which states, “the nose of the screed shall be placed....2 in. (51mm) above the paved surfaces. The weather resistive barrier and lath shall entirely cover the vertical attachment flange and terminate at the top edge of the nose or ground flange; ”
- i. There is improper clearance between stucco termination and patio flooring to allow inspection for termites in violation of 2007 Florida Building Code,

Residential with 2009 revisions section 704 which states, "In order to provide for inspection for termite infestation, clearance between exterior wall coverings and final earth grade on the exterior of a building shall not be less than 6 inches (152 mm);"

- j. Missing weeping accessory. A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit. ASTM C 926 section A2.2.3 states: "where vertical and horizontal exterior plaster surfaces meet, both surfaces shall be terminated with casing beads with the vertical surface extending at least ¼ in. (6mm) below the intersecting horizontal plastered surface thus providing a drip edge. The casing bead for the horizontal surface shall be terminated not less than ¼ in. from the back of the vertical surface to provide drainage,"
- k. Flashing was not installed above windows to divert water from building. R703.8 states "Approved corrosion-resistant flashing shall be applied shingle-fashion in such a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. The flashing shall extend to the surface of the exterior wall finish. Approved corrosion-resistant flashing shall be installed at all of the following locations: ... Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water-resistive barrier for subsequent drainage; and, at wall and roof intersections."

33. Due to the stucco subcontractor's failure to comply with the aforementioned statutes and codes, the Plaintiff has suffered from construction defects and deficiencies.

34. As a direct and proximate result of the construction defects and violations, the Home has suffered damages not only to the exterior stucco, but also the underlying wire lath, paper backing, house wrap, wood sheathing, interior walls, interior floors, and/or other property.

35. As a direct and proximate result of the construction defects and violations, the Plaintiff has been damaged in that the defects and violations substantially reduce the value of the Home and/or require significant repairs and renovations to correct such defects and violations.

36. Defendant, KB HOME is vicariously liable for the negligence of the active tortfeasor, the stucco subcontractor.

**WHEREFORE**, Plaintiff, JOHN R. HESTER, JR., respectfully requests the Court to enter final judgment against Defendant, KB HOME for the damages specified herein, together with interest, costs, and such other relief as the Court deems just and appropriate.



**COUNT III**  
**NEGLIGENCE (VICARIOUS LIABILITY AGAINST KB HOME FOR**  
**PAINTING SUBCONTRACTOR'S WORK PRODUCT)**

37. Plaintiff, JOHN R. HESTER, JR., adopts, re-alleges, and incorporates by reference the allegations contained in paragraphs 1 through 17 above as though fully set forth herein.
38. KB HOME contracted the construction of the Home to various subcontractors including the painting subcontractor.
39. The painting subcontractor owed any potential homeowner, including Plaintiff in this instance, a duty to exercise reasonable care in performing its scope of work including but not limited to the application of the paint on the Home in compliance with the Florida Building Code and industry standards.
40. The painting subcontractor failed to comply with the Florida Building Code when performing its scope of work including but not limited to the application of the paint on the Home and failed to adhere to industry standards when painting and sealing around windows and other areas where stucco was in contact with dissimilar materials.
41. The painting subcontractor knew that the Home was not constructed in accordance with the Florida Building Code yet proceeded to paint the entire Home without notifying KB HOME of the deficiencies.
42. The negligence by the painting subcontractor directly led to cracking of the stucco where water ultimately infiltrated the stucco envelope causing damage to the underlying wire lath, paper backing, water resistive barriers, sheathing, interior walls, and/or other property.
43. As a direct and proximate result of the painting subcontractor's negligence, Plaintiff has been damaged in that the defects and violations substantially reduce the value of the

Home and/or require significant repairs and renovations to correct such defects and violations.

44. Defendant, KB HOME is vicariously liable for the negligence of the active tortfeasor, the painting subcontractor.

**WHEREFORE**, Plaintiff, JOHN R. HESTER, JR., respectfully requests the Court to enter final judgment against Defendant, KB HOME, for the damages specified herein, together with interest, costs, and such other relief as the Court deems just and appropriate.

**DEMAND FOR JURY TRIAL**

Plaintiff, JOHN R. HESTER, JR., herein, hereby demands a trial by jury on all issues so triable.

Dated: January 8, 2018

**FLORIN ROEBIG, P.A.**



**NEIL P. O'BRIEN, ESQ.**

FBN: 013813

**WIL H. FLORIN, ESQ.**

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[mberje@florinroebig.com](mailto:mberje@florinroebig.com)

Attorneys for Plaintiff

# Inspection Report

## Cement-Based Plaster Stucco Evaluation



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*The Hester Residence  
11341 Justin Oaks Dr N  
Jacksonville, FL 32221*

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Exhibit "A"

Prepared for Neil O'Brien of  
Florin Roebig



SS Consultation Services  
6121 49<sup>th</sup> Ct. E  
Ellenton FL, 34222  
[Shawn.ssconsulting@gmail.com](mailto:Shawn.ssconsulting@gmail.com)  
941-592-9210

Mr. O'Brien,

As requested, SS Consultation Services has completed a Cement-Based Plaster Stucco Evaluation of the home located at 11341 Justin Oaks Dr N, Jacksonville, FL 32221. The scope of SS Consultation Services in regards to this residence consisted of inspecting the exterior stucco system, particularly stucco over frame and document and report the observations.

**1) General Description**

a) The Hester residence is a one level, detached, single family residential structure. The wall system is constructed of -stucco over frame. The home was constructed in 2007. According to the Duval County Property Appraiser the home consists of 2166 sq. ft. under roof. The home was constructed by KB Home. The front of the home faces south.

**2) Observed Condition of Evaluated Areas**

a) The scope of SS Consultation Services in regards to this residence consisted of inspecting the exterior stucco system, particularly stucco over frame and document and report the observations. Our evaluation was focused on the stucco applied to the exterior walls of the home. Within these areas, cracking was observed within the cement-based plaster with an increased presence near openings within the wall systems.

**3) Applicable Building Code and Specifications**

a) The residence was constructed in 2007, and according to the Duval County Inspections Division the Permit was issued 2007. Based on that permit date the effective dates of the Florida Building Code (FBC), the construction of the home should fall under the 2004 FBC.

i) **R101.1 Title.** These provisions shall be known as the *Florida Building Code, Residential* and shall be cited as such and will be referred to herein as "this code."

ii) **R101.2 Scope.** The provisions of the *Florida Building Code, Residential* shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, removal and demolition of detached one- and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories in height with a separate means of egress and their accessory structures. Construction standards or practices

iii) which are not covered by this code shall be in accordance with the provisions of *Florida Building Code, Building*.

(1) **Exception:** Existing buildings undergoing repair, alteration or additions, and change of occupancy shall comply with the *Florida Existing Building Code*.





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6121 49<sup>th</sup> Ct. E  
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941-592-9210

- iv) **R101.2.1** The provisions of Chapter 1, *Florida Building Code, Building* shall govern the administration and enforcement of the *Florida Building Code, Residential*.
- v) **FBC (B) 101.2 Scope.** The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.
  - (1) **Exceptions:**
    - 1. Detached one- and two-family dwellings and multiple single-family dwellings (town houses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures shall comply with the *Florida Building Code, Residential*.
- vi) **101.3 Intent.** The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.
- vii) **101.4 Referenced codes.** The other codes listed in Sections 101.4.1 through 101.4.8 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.
- viii) **102.1 General.** Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- ix) **102.4 Referenced codes and standards.** The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.
- x) **105.4.1 Permit intent.** A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the building official from thereafter requiring a correction of errors in plans, construction or violations of this code.

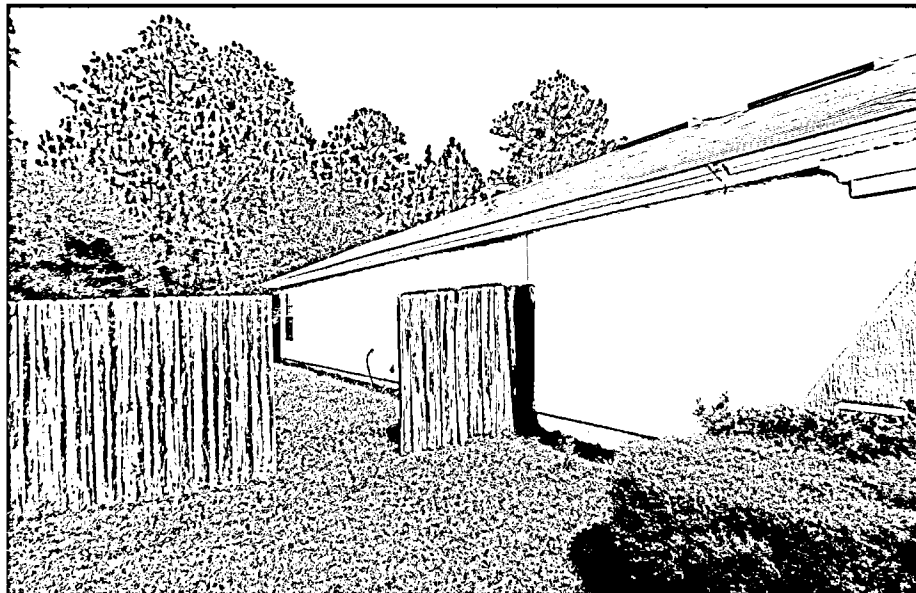
- xi) **R703.1** General. Exterior walls shall provide the building with a weather-resistant exterior wall envelope. The exterior wall envelope shall include flashing as described in Section R703.4.
- xii) **R703.6** Exterior plaster.
- (1) **R703.6.1** Exterior use of Portland cement plaster shall comply with the application requirements of
  - (2) ASTM C 926.
  - (3) **R703.6.2** Installation of exterior lathing and framing shall comply with the application requirements of ASTM C 1063.
- xiii) **R703.8 Flashing.** Approved corrosion-resistant flashing shall be applied shingle-fashion in such a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. The flashing shall extend to the surface of the exterior wall finish. Approved corrosion-resistant flashings shall be installed at all of the following locations:
1. Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water-resistive barrier for subsequent drainage.
  2. At the intersection of chimneys or other masonry construction with frame or stucco walls, with projecting lips on both sides under stucco copings.
  3. Under and at the ends of masonry, wood or metal copings and sills.
  4. Continuously above all projecting wood trim.
  5. Where exterior porches, decks or stairs attach to a wall or floor assembly of wood-frame construction.
  6. At wall and roof intersections.
  7. At built-in gutters.
- xiv) **7.11.5 Foundation Weep Screed**—Foundation weep screed shall be installed at the bottom of all steel or wood framed exterior walls to receive lath and plaster. Place the bottom edge of the foundation weep screed not less than 1 in. (25 mm) below the joint formed by the foundation and framing. The nose of the screed shall be placed not less than 4 in. (102 mm) above raw earth or 2 in. (51 mm) above paved surfaces. The weather resistive barrier and lath shall entirely cover the vertical attachment flange and terminate at the top edge of the nose or ground flange.
- xv) **FBC 1403.8** In order to provide for inspection for termite infestation, clearance between exterior wall coverings and final earth grade on the exterior of a building shall not be less than 6 inches (152 mm).

4) Elevations

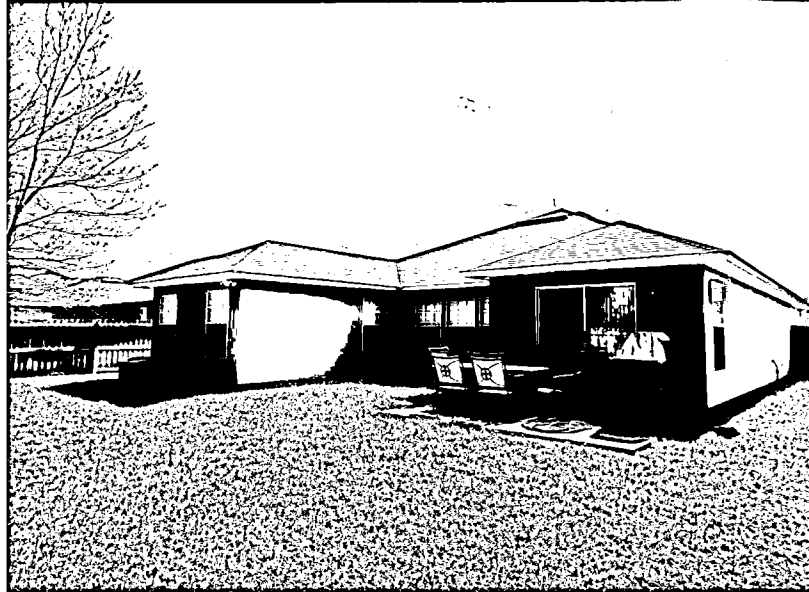
Front Elevation



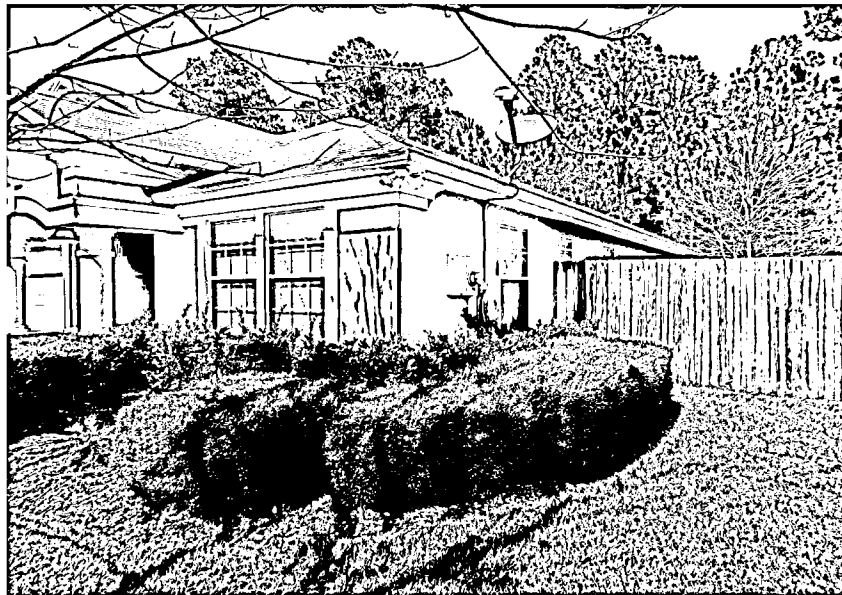
Left Elevation



## Rear Elevation



## Right Elevation



### 5) **SS Consultation Services Inspection of Residence**

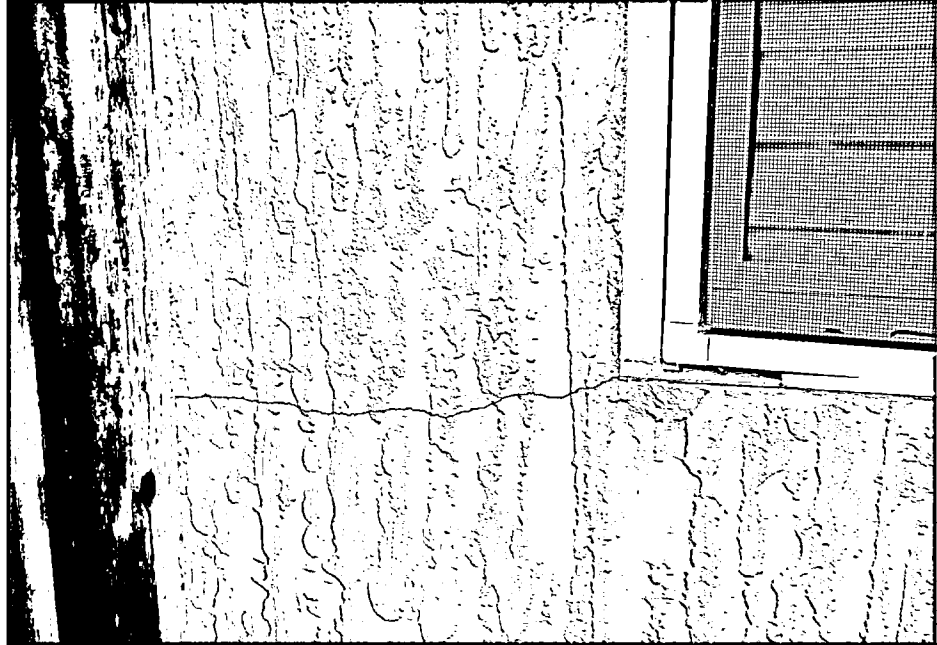
- a) Below are deficiencies/ issues that were noted on the residence along with the applicable code and/or ASTM standard. The description of the deficiency or issue is listed first with the referenced code or standard with the photo below.





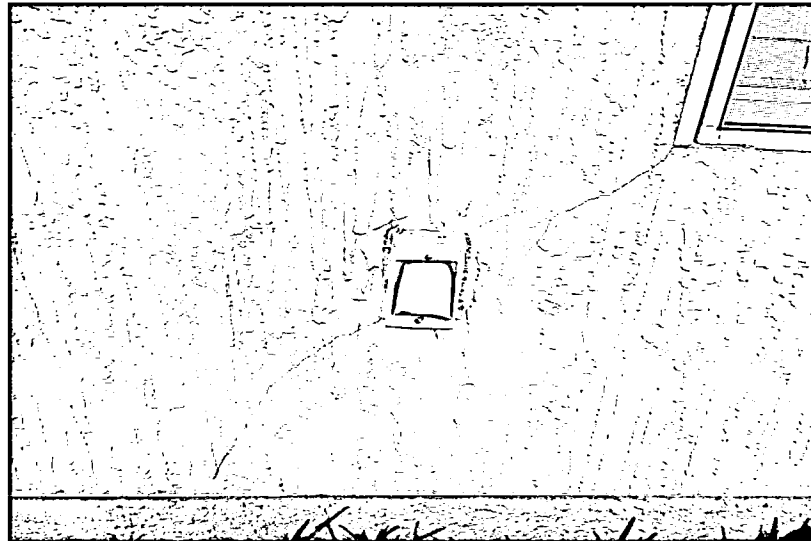
i)

Issue: Cracking in stucco allowing moisture infiltration.



ii)

Issue: Cracking in stucco allowing moisture infiltration.



iii)

Issue: Cracking in stucco allowing moisture infiltration.



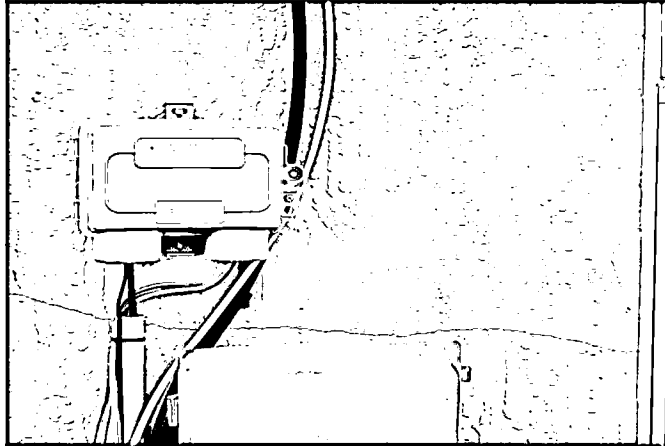
iv)

Issue: Cracking in stucco allowing moisture infiltration.



v)

**Issue:** Cracking in stucco allowing moisture infiltration.

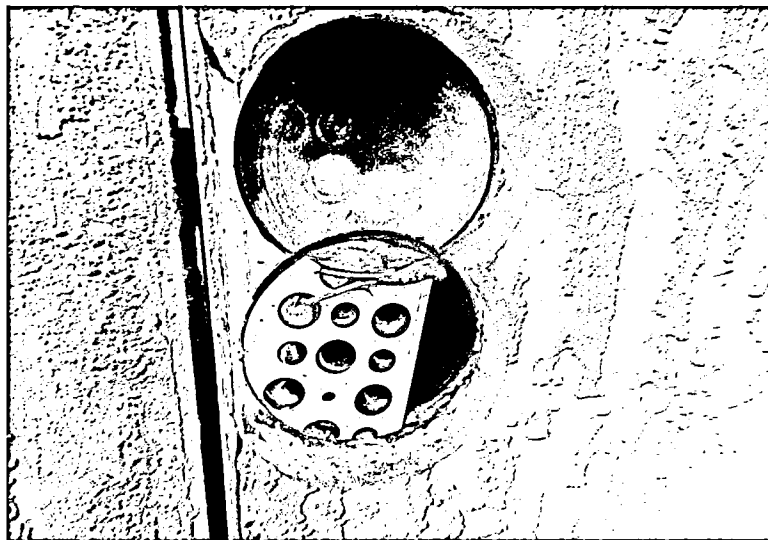


vi)

**Issue:** Lath must be cut and tied to the control joint, otherwise it restricts movement and cracks.

**ASTM C-1063 7.10.1.4 (Lath Behind control joints)** Lath shall not be continuous through control joints but shall be stopped and tied at each side.

**3.2.3 control joint, n**—a joint that accommodates movement of plaster shrinkage and curing along predetermined, usually straight, lines.



vii)

Issue: The stucco does not meet the thickness required by the standards.

ASTM C 926 Table 4 - Nominal Plaster Thickness - per Table 4, the minimum thickness of stucco installed with metal base over solid base is a 7/8" 3 coat system.

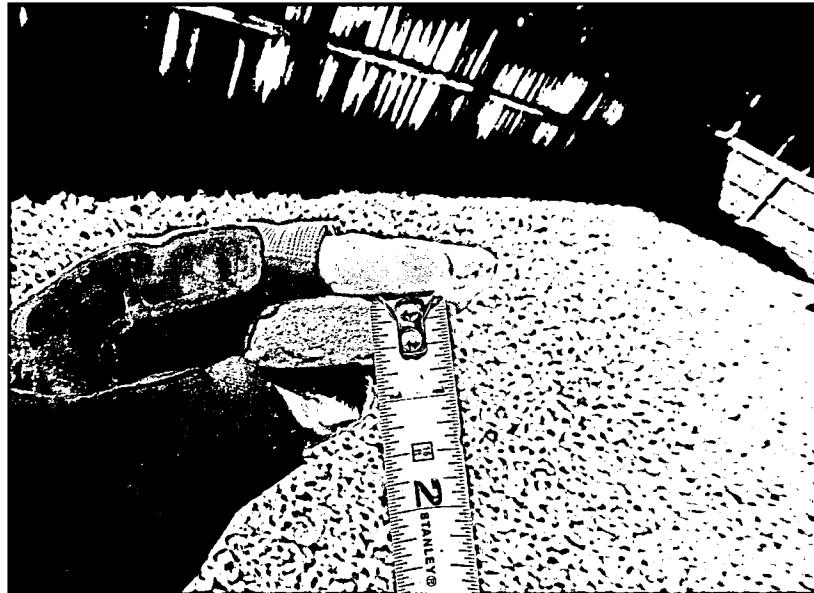


TABLE 4 Nominal Plaster Thickness<sup>a</sup> for Three- and Two-Coat Work, in. (mm)

BASE	Vertical				Horizontal			
	1st Coat	2nd Coat	3rd Coat <sup>b</sup>	Total	1st Coat	2nd Coat	3rd Coat <sup>b</sup>	Total
	Interior/Exterior							
<b>Three-coat work:<sup>c</sup></b>								
Metal plaster base	3/8 (9.5)	3/8 (9.5)	1/4 (3)	7/8 (22)	1/4 (6)	1/4 (6)	1/4 (3)	3/4 (16)
<b>Solid plaster base:</b>								
Unit masonry	1/4 (6)	1/4 (6)	1/4 (3)	3/4 (16)	Use two-coat work			
Cast-in-place or pre-cast concrete	1/4 (6)	1/4 (6)	1/4 (3)	3/4 (16)				
Metal plaster base over solid base	1/2 (12.5)	1/4 (6)	1/4 (3)	7/8 (22)	1/2 (12.5)	1/4 (6)	1/4 (3)	7/8 (22)
<b>Two-coat work:</b>								
<b>Solid plaster base:</b>								
Unit masonry	3/8 (9.5)	1/4 (3)		1/2 (12.5)				
Cast-in-place or pre-cast concrete	1/4 (6)	1/4 (3)		3/4 (9.5)				

<sup>a</sup> Exclusive of texture.

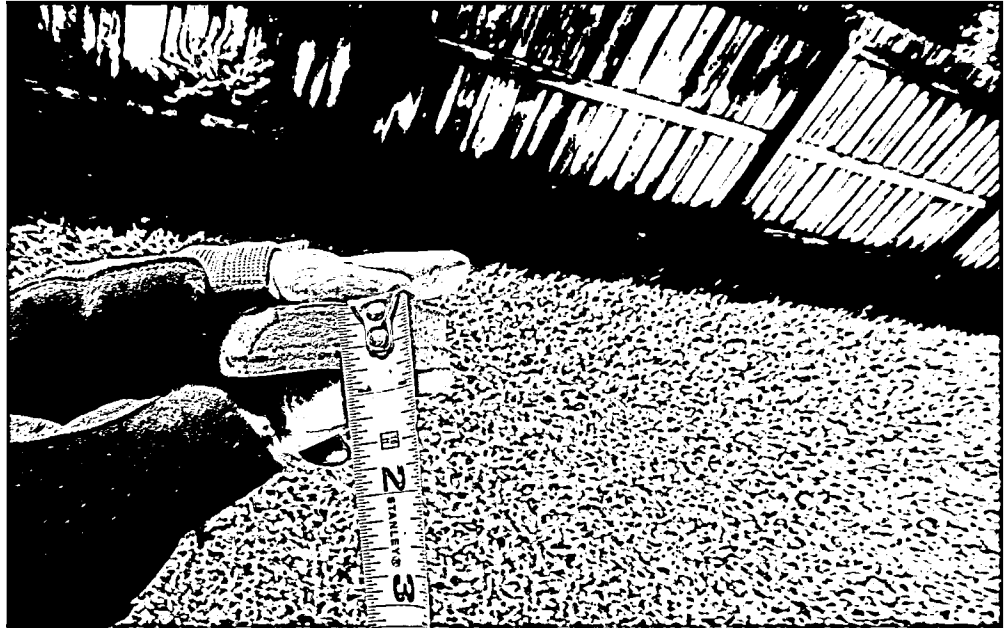
<sup>b</sup> For solid plaster partitions, additional coats shall be applied to meet the finished thickness specified.

<sup>c</sup> For exposed aggregate finishes, the second (brown) coat shall become the "bedding" coat and shall be of sufficient thickness to receive and hold the aggregate.

viii)

**Issue:** The stucco does not meet the thickness required by the standards.

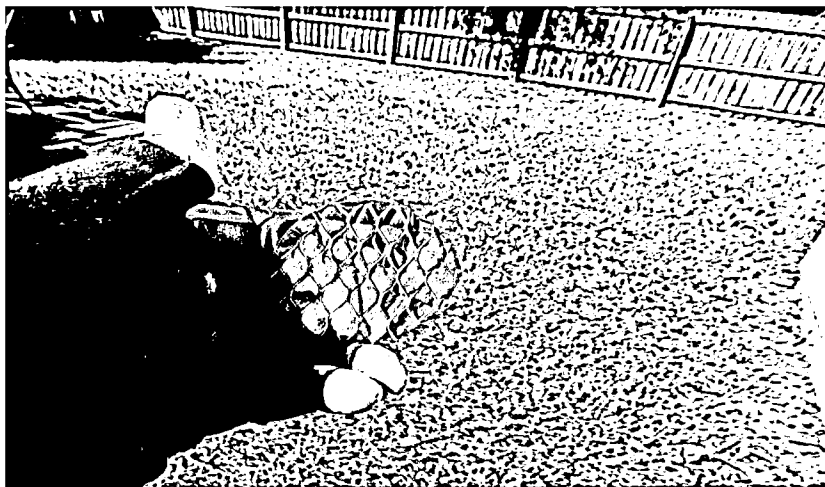
**ASTM C 926 Table 4 - Nominal Plaster Thickness** - per Table 4, the minimum thickness of stucco installed with metal base over solid base is a 7/8" 3 coat system.



ix)

**Issue:** The stucco is not embedded fully into the lath.

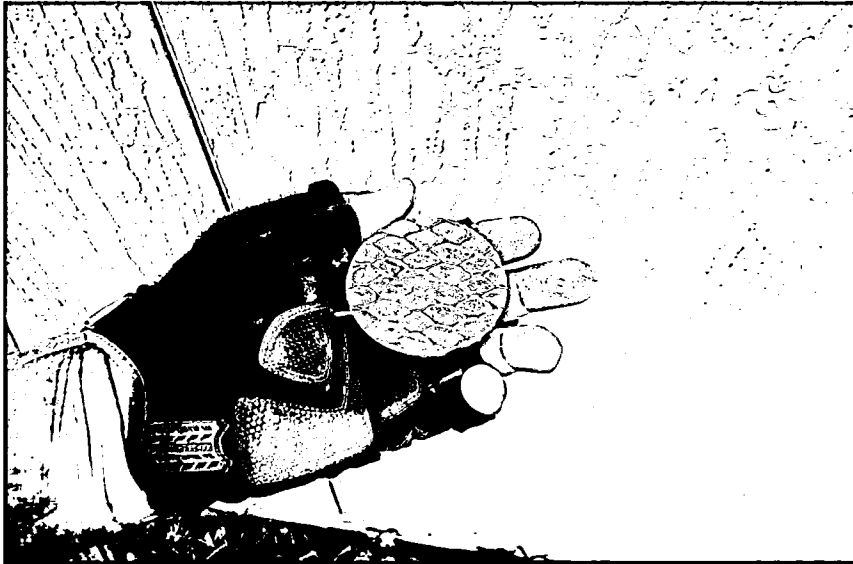
**ASTM C926 7.2.1 - (Embedment)** The first (scratch) coat shall be applied with sufficient material and pressure to form full keys through, and to embed the metal base, and with sufficient thickness of material over the metal to allow for scoring the surface.



x)

**Issue:** The stucco is not embedded fully into the lath.

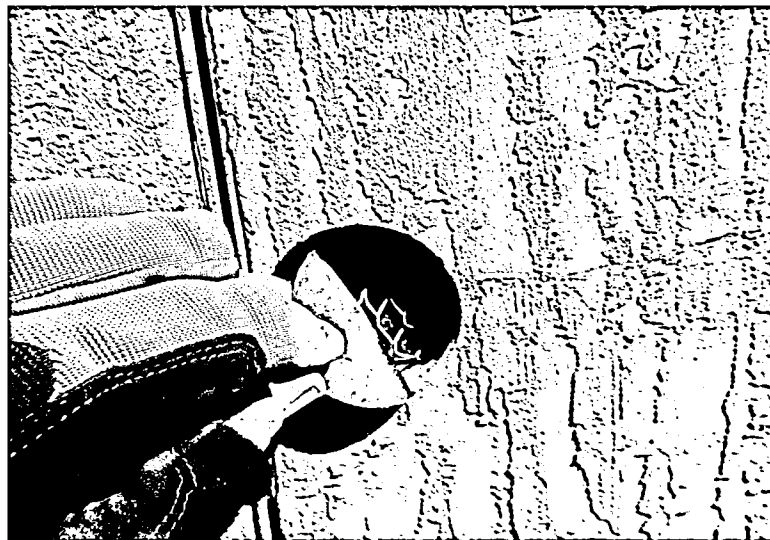
**ASTM C926 7.2.1 - (Embedment)** The first (scratch) coat shall be applied with sufficient material and pressure to form full keys through, and to embed the metal base, and with sufficient thickness of material over the metal to allow for scoring the surface.



xi)

**Issue:** When the paper and lath were installed, there is overlap of lath and paper over another layer of lath and paper that created a weakpoint that is conducive to cracking.

**ASTM C-1063 7.8.3 (paper/paper - wire/wire)** Where metal plaster base with backing is used, the vertical and horizontal lap joints shall be backing on backing and metal on metal.

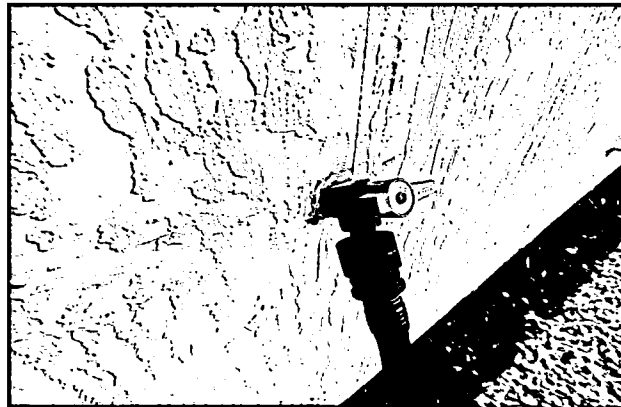


xii)

**Issue:** Dissimilar materials must be separated to allow for expansion and contraction..

**ASTM C 926 7 .1 .4 (Dissimilar Materials)** Separation shall be provided where plaster abuts dissimilar construction materials or openings.

**ASTM C-1063 7.11.3 (dissimilar material)**—Nonload-bearing members shall be isolated from load-bearing members, and all penetrating elements, with casing beads or other suitable means, to avoid transfer of structural loads, and to separate **from dissimilar materials**

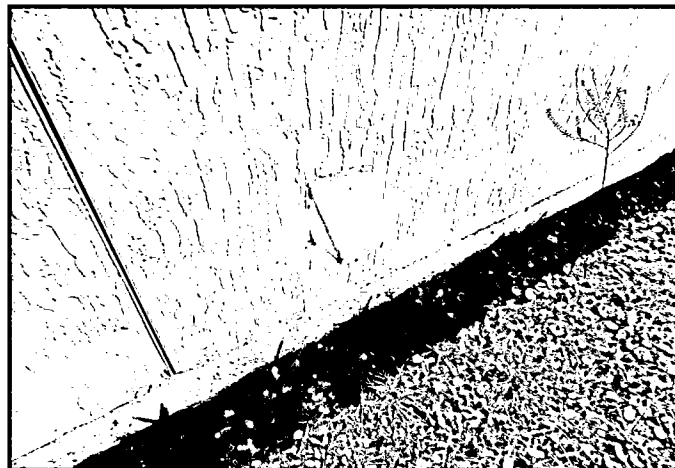


xiii)

**Issue:** Dissimilar materials must be separated to allow for expansion and contraction..

**ASTM C 926 7 .1 .4 (Dissimilar Materials)** Separation shall be provided where plaster abuts dissimilar construction materials or openings.

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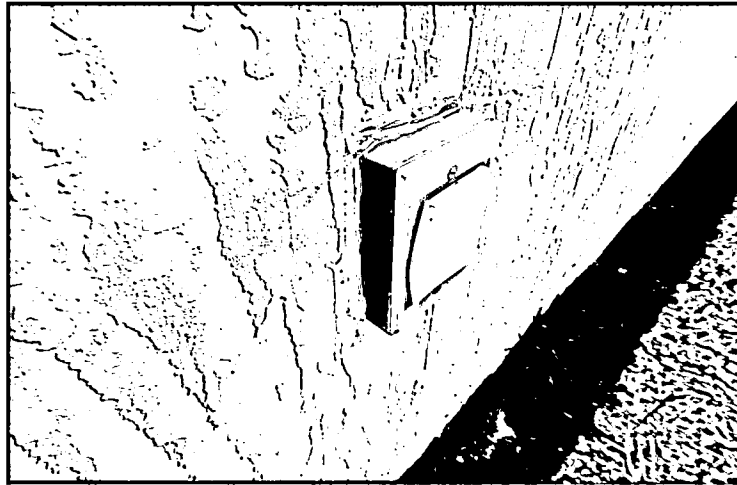


xiv)

**Issue:** Dissimilar materials must be separated to allow for expansion and contraction..

**ASTM C 926 7 .1 .4 (Dissimilar Materials)** Separation shall be provided where plaster abuts dissimilar construction materials or openings.

**ASTM C-1063 7.11.3 (dissimilar material)**—Nonload-bearing members shall be isolated from load-bearing members, and all penetrating elements, with casing beads or other suitable means, to avoid transfer of structural loads, and to separate **from dissimilar materials**



xv)

**Issue:** Dissimilar materials must be separated to allow for expansion and contraction.

**ASTM C 926 7 .1 .4 (Dissimilar Materials)** Separation shall be provided where plaster abuts dissimilar construction materials or openings.

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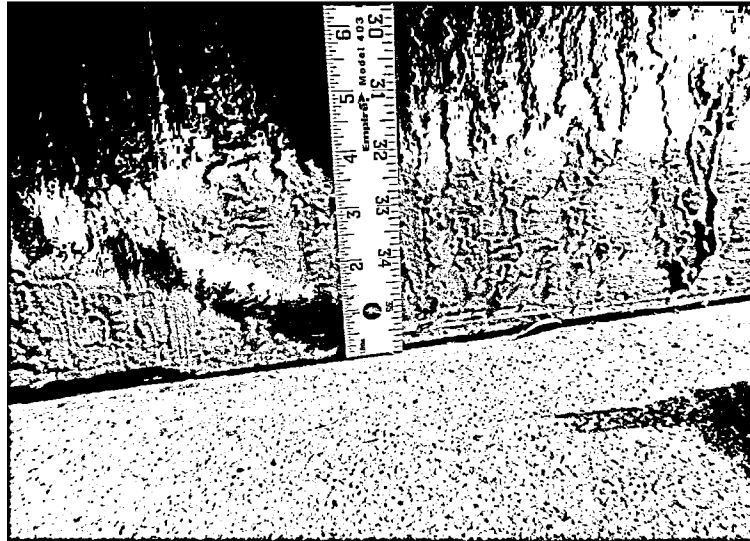




xvi)

**Issue:** A weep screed must be at least 2" above paved surfaces. This is at the same level.

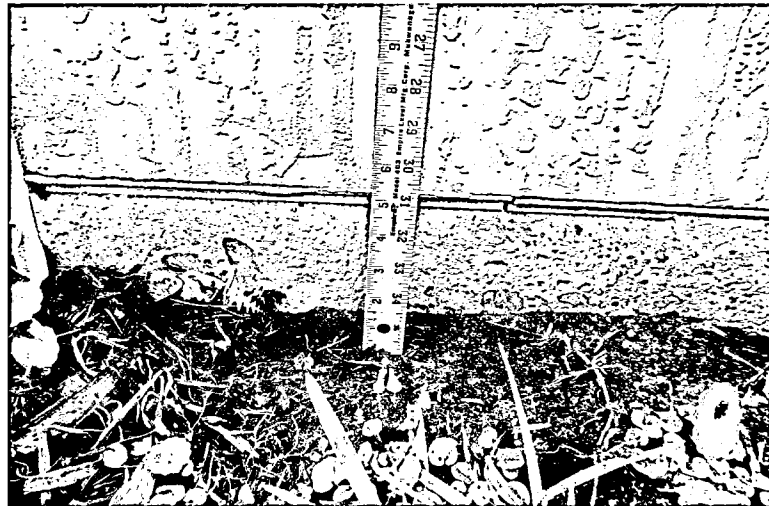
**7.11.5 Foundation Weep ...**The nose of the screed shall be placed ... 2 in. (51 mm) above paved surfaces. The weather resistive barrier and lath shall entirely cover the vertical attachment flange and terminate at the top edge of the nose or ground flange.



xvii)

**Issue:** A foundation weep screed must be at least 6" above finished grade.

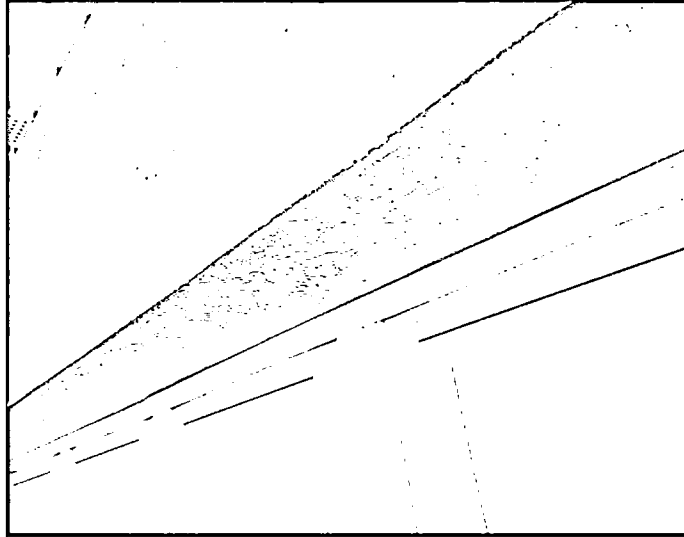
**FBC 1403.8 (Foundation weep screed)** In order to provide for inspection for termite infestation, clearance between exterior wall coverings and final earth grade on the exterior of a building shall not be less than 6 inches (152 mm).



xviii)

**Issue:** A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.

**ASTM C 926 section A2.2.3 states: (horizontal and vertical intersection)** - Where vertical and horizontal exterior plaster surfaces meet, both surfaces shall be terminated with casing beads with the vertical surface extending at least  $\frac{1}{4}$  in. (6 mm) below the intersecting horizontal plastered surface, thus providing a drip edge. The casing bead for the horizontal surface shall be terminated not less than  $\frac{1}{4}$  in. from the back of the vertical surface to provide drainage.



xix)

**Issue:** A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.

**ASTM C 926 section A2.2.3 states: (horizontal and vertical intersection)** - Where vertical and horizontal exterior plaster surfaces meet, both surfaces shall be terminated with casing beads with the vertical surface extending at least  $\frac{1}{4}$  in. (6 mm) below the intersecting horizontal plastered surface, thus providing a drip edge. The casing bead for the horizontal surface shall be terminated not less than  $\frac{1}{4}$  in. from the back of the vertical surface to provide drainage.



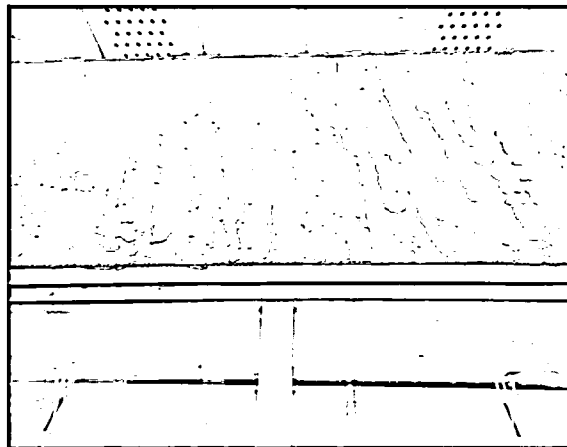
xx)

**Issue:** Flashing was not installed above windows to divert water from building..

**R703.8 Flashing.** Approved corrosion-resistant flashing shall be applied shingle-fashion in such a manner to prevent entry of water into the wall cavity or penetration of water to the building structural framing components. The flashing shall extend to the surface of the exterior wall finish. Approved corrosion-resistant flashings shall be installed at all of the following locations:

...Exterior window and door openings. Flashing at exterior window and door openings shall extend to the surface of the exterior wall finish or to the water-resistive barrier for subsequent drainage.

...At wall and roof intersections.



#### 6) Summary of Deficiencies

- a) Numerous cracks are present in the stucco that are not typical of a proper stucco installation per the building code and ASTM standards.
- b) Control joints are stapled to the substrate, reducing movement, and has promoted cracking.
- c) The thickness of the stucco system does not meet the minimum requirements of the applicable Florida Building Code and ASTM standard
- d) The stucco is not embedded fully into the lath.
- e) When the paper and lath were installed, there is overlap of lath and paper over another layer of lath and paper that created a weak point that is conducive to cracking.
- f) Dissimilar materials must be separated to allow for expansion and contraction. The materials were not separated allowing cracking to occur and a pathway for moisture to enter.
- g) A foundation weep screed must be at least 6" above finished grade and 2" above paved surfaces.
- h) A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.



- i) Flashing is not installed properly above windows.

**7) Conclusion**

- a) In conclusion, based on the evaluation performed and the above noted deficiencies, the following conclusions are as follows:
- b) The stucco system at this residence was not installed per the applicable building code and ASTM standards.
- c) The stucco installed over the frame sections of the residence shall be removed and replaced by a Florida Certified Contractor. The scope is listed below in section 8, Scope of Work.

**8) Scope of Work:**

**1. Permitting**

- a. By law all construction projects over \$2,500 must have a NOC filed with the court house).
- b. Turn in all paper work to the municipality to receive permit.
- c. The following is a typical list of required for inspections:
- d. Framing Inspection (if applicable)
- e. Sheathing Inspection
- f. Window/ Door Installation Inspection
- g. Roof Dry In
- h. Roof in Progress
- i. Roof Final
- j. Building Final Inspection

**2. General Conditions**

- a. Supervision of project by Florida Certified General Contractor.
- b. Storage for Supplies
- c. Transportation for material management
- d. Cleanup of buildings

**3. Stucco Removal**

- a. Demolition/ Frame Repairs
- b. Removal of stucco over framed areas.
- c. Prep building for Stucco Demo (Protects windows, entry ways, ....., etc.)
- d. Remove all Stucco on wood framed areas.
- e. A portion of the stucco over masonry will have to be removed to accept the foundation or mid wall weep screed.
- f. Sheathing and framing will remain in place unless damaged. Any sheathing and or structural framing repair will have to be inspected by the municipality and or Structural Engineer.

**4. Dry In**

- a. Install Water Resistant Barrier before black paper and lath.
- b. Install WRB per manufacturers specifications.

**5. Window Install**

- a. Remove old windows from framed walls of residence.





SS Consultation Services  
6121 49<sup>th</sup> Ct. E  
Ellenton FL, 34222  
[Shawn.ssconsulting@gmail.com](mailto:Shawn.ssconsulting@gmail.com)  
941-592-9210

- b. Clean frame and fins to accept new sealant per sealant manufactures specifications.
  - c. Install windows per manufacturer details
  - d. Flash windows per Water Resistant Barrier manufacturer details
  - e. Waterproofing tape around Windows (per manufacturers specifications)
  - f. General contractor will need to repair the interior drywall returns where the drywall had to be removed to reinstall the windows (generally consists of: installing drywall, tape, mud, texture, primed and ready for paint).
6. Install Black Paper/ Lath/ Accessories
- a. Install black paper over house wrap as second WRB.
  - b. Wire lath and accessories installed per Florida Building Code and ASTM Standards
  - c. Install Expansion Joints and weeping accessories, and any and all applicable stucco accessories per Florida Building code and ASTM Standards
7. Stucco Installation
- a. All Stucco, stucco accessories, and lath will be installed in accordance with current Florida Building Code and applicable ASTM standards.
  - b. A 3-coat stucco system will be installed per the ASTM standards.
8. Soffit and Gutters
- a. Removal and reinstallation of soffit and gutters at high roof area affected by stucco repair
9. Paint and Sealants
- a. Seal all penetrations on building before painting
  - b. Application will be per manufacturers specifications.
  - c. Paint stucco repair to match existing using Masonry Primer and topcoat per manufacturers specifications.
  - d. Paint the masonry areas with applicable primer and topcoat to match.
10. Foam
- a. Install and seal foam bands and shutters after paint has cured per manufacturers specifications.
  - b. Paint foam bands and shutters



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Ellenton FL, 34222  
[Shawn.ssconsulting@gmail.com](mailto:Shawn.ssconsulting@gmail.com)  
941-592-9210

### 8. Closure

SS Consultation Services' evaluation was based on core samples and visual inspection of the property. The evaluation was limited to the exterior stucco wall system and it is not intended to uncover hidden conditions or defects, whether structural or otherwise. Additional defects may be present behind the stucco system or in the interior as the interior was not accessible for inspection at the time. After the stucco removal, damage to wood sheathing or framing should be evaluated by an engineer and repairs made as necessary.

### 9. Appendices

- a) Appendix A: Photo Catalog (attached)
- b) Appendix B: Property Appraiser information (attached)

Sincerely,

A handwritten signature in black ink, appearing to be 'S Seiler', written in a cursive style.

Shawn Seiler  
SS Consultation Services





SS Consultation Services  
6121 49<sup>th</sup> Ct. E  
Ellenton FL, 34222  
[Shawn.ssconsulting@gmail.com](mailto:Shawn.ssconsulting@gmail.com)  
941-592-9210

# Appendix B: Property Appraiser Information The Hester Residence

Address: 11341 Justin Oaks Dr N, Jacksonville FL 32221



11341 Justin  
Oaks Drive North


Oaks Dr N



## Permits at 11341 justin oak

ALL

Permit Number	Street Address	Permit Issued	Status	Proposed use type	Proposed use	Improvement
E07-38350.003	11341 JUSTIN OAKS DR N	9/7/2007	FINALIZED	Residential	Single Family	New Building
M07-38350.002	11341 JUSTIN OAKS DR N	8/31/2007	FINALIZED	Residential		New Building
P07-38350.001	11341 JUSTIN OAKS DR N	8/20/2007	FINALIZED	Residential	Single Family	New Building
B07-38350.000	11341 JUSTIN OAKS DR N	8/10/2007	FINALIZED	Residential	Single Family	New Building
W07-78819.000	11341 JUSTIN OAKS DR N	8/3/2007	FINALIZED			

**HESTER JOHN R JR**   
 11341 JUSTIN OAKS DR N  
 JACKSONVILLE, FL 32221

**Primary Site Address**  
 11341 N JUSTIN OAKS DR  
 Jacksonville FL 32221

**Official Record Book/Page**  
 14353-01992

**Title #**  
 4436

**11341 N JUSTIN OAKS DR**

Property Detail

<b>RE #</b>	002060-2890
<b>Tax District</b>	GS
<b>Property Use</b>	0100 Single Family
<b># of Buildings</b>	1
<b>Legal Desc.</b>	For full legal description see Land & Legal section below
<b>Subdivision</b>	06452 ADAMS LAKE UNIT 03
<b>Total Area</b>	7691

Value Summary

	2016 Certified	2017 In Progress
<b>Value Method</b>	CAMA	CAMA
<b>Total Building Value</b>	\$88,523.00	\$94,137.00
<b>Extra Feature Value</b>	\$0.00	\$0.00
<b>Land Value (Market)</b>	\$20,000.00	\$20,000.00
<b>Land Value (Agric.)</b>	\$0.00	\$0.00
<b>Just (Market) Value</b>	\$108,523.00	\$114,137.00
<b>Assessed Value</b>	\$84,808.00	\$86,588.00
<b>Cap Diff/Portability Amt</b>	\$23,715.00 / \$0.00	\$27,549.00 / \$0.00
<b>Exemptions</b>	\$50,000.00	See below
<b>Taxable Value</b>	\$34,808.00	See below

The sale of this property may result in higher property taxes. For more information go to [Save Our Homes](#) and our [Property Tax Estimator](#). 'In Progress' property values, exemptions and other supporting information on this page are part of the working tax roll and are subject to change. Certified values listed in the Value Summary are those certified in October, but may include any official changes made after certification. [Learn how the Property Appraiser's Office values property.](#)

**Taxable Values and Exemptions – In Progress** 

If there are no exemptions applicable to a taxing authority, the Taxable Value is the same as the Assessed Value listed above in the Value Summary box.

County/Municipal Taxable Value

Assessed Value	\$86,588.00
Homestead (HX)	- \$25,000.00
Homestead Banding 196.031(1)(b) (HB)	- \$25,000.00
<b>Taxable Value</b>	<b>\$36,588.00</b>

SJRWMD/FIND Taxable Value

Assessed Value	\$86,588.00
Homestead (HX)	- \$25,000.00
Homestead Banding 196.031(1)(b) (HB)	- \$25,000.00
<b>Taxable Value</b>	<b>\$36,588.00</b>

School Taxable Value

Assessed Value	\$86,588.00
Homestead (HX)	- \$25,000.00
<b>Taxable Value</b>	<b>\$61,588.00</b>

**Sales History** 

Book/Page	Sale Date	Sale Price	Deed Instrument Type Code	Qualified/Unqualified	Vacant/Improved
<a href="#">14353-01992</a>	1/11/2008	\$170,800.00	SW - Special Warranty	Qualified	Improved
<a href="#">14058-00675</a>	6/26/2007	\$416,000.00	WD - Warranty Deed	Unqualified	Vacant
<a href="#">00060-00054</a>	12/27/2005	\$100.00	PB - Plat Book	Unqualified	Vacant

**Extra Features** 

No data found for this section

**Land & Legal** 

Land

LN	Code	Use Description	Zoning	Front	Depth	Category	Land Units	Land Type	Land Value
1	0180	RES NATURAL LD 3-7 UNITS PER AC	PUD	0.00	0.00	Common	1.00	Lot	\$20,000.00

Legal

LN	Legal Description
1	60-53 01-3S-24E .18
2	ADAMS LAKE UNIT 3
3	LOT 138

**Buildings** 

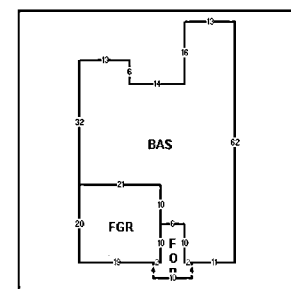
Building 1

Building 1 Site Address  
 11341 N JUSTIN OAKS DR  
 Jacksonville FL 32221

<b>Building Type</b>	0101 - SFR 1 STORY
<b>Year Built</b>	2007
<b>Building Value</b>	\$94,137.00

Type	Gross Area	Heated Area	Effective Area
Base Area	1646	1646	1646
Finished Open Porch	100	0	30

Element	Code	Detail
Exterior Wall	16	16 Frame Stucco
Roof Struct	3	3 Gable or Hip
Roofing Cover	3	3 Asph/Comp Shng
Interior Wall	5	5 Drywall
Int Flooring	8	8 Sheet Vinyl
Int Flooring	14	14 Carpet
Heating Fuel	4	4 Electric
Heating Type	4	4 Forced-Ducted
Air Cond	3	3 Central



Element	Code
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Finished Garage	420	0	210
Total	2166	1646	1886

Baths	2.000	
Bedrooms	3.000	
Stories	1.000	
Rooms / Units	1.000	

**2016 Notice of Proposed Property Taxes Notice (TRIM Notice)**

Taxing District	Assessed Value	Exemptions	Taxable Value	Last Year	Proposed	Rolled-back
Gen Gov Ex B & B	\$84,808.00	\$50,000.00	\$34,808.00	\$391.53	\$398.27	\$385.00
Public Schools: By State Law	\$84,808.00	\$25,000.00	\$59,808.00	\$288.34	\$272.37	\$280.98
By Local Board	\$84,808.00	\$25,000.00	\$59,808.00	\$133.12	\$134.45	\$129.72
FL Inland Navigation Dist.	\$84,808.00	\$50,000.00	\$34,808.00	\$1.10	\$1.11	\$1.04
Water Mgmt Dist. SJRWMD	\$84,808.00	\$50,000.00	\$34,808.00	\$10.34	\$10.04	\$10.04
Gen Gov Voted	\$84,808.00	\$50,000.00	\$34,808.00	\$0.00	\$0.00	\$0.00
School Board Voted	\$84,808.00	\$25,000.00	\$59,808.00	\$0.00	\$0.00	\$0.00
			Totals	\$824.43	\$816.24	\$806.78
	<b>Just Value</b>	<b>Assessed Value</b>	<b>Exemptions</b>	<b>Taxable Value</b>		
<b>Last Year</b>	\$97,242.00	\$84,219.00	\$50,000.00	\$34,219.00		
<b>Current Year</b>	\$108,523.00	\$84,808.00	\$50,000.00	\$34,808.00		

**2016 TRIM Property Record Card (PRC)**

This PRC reflects property details and values at the time of the original mailing of the Notices of Proposed Property Taxes (TRIM Notices) in August.

**Property Record Card (PRC)**

The PRC accessed below reflects property details and values at the time of Tax Roll Certification in October of the year listed.

**2016**

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**2015**

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**2014**

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- To obtain a historic Property Record Card (PRC) from the Property Appraiser's Office, submit your request here: 

**More Information**

[Contact Us](#) | [Parcel Tax Record](#) | [GIS Map](#) | [Map this property on Google Maps](#) | [City Fees Record](#)