

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

**AMY DENSON and ERIC WOLF, Wife and  
Husband; VIJAY S. GARIKIPATI and  
SRIRAGHAVI L. KOTA, Husband and Wife;  
NARASIMHA VITTAL NADAKUDURU and  
VEEN MAAROJU, Husband and Wife.**

Case No.:

**Plaintiffs,**

v.

**KB HOME, KB HOME FLORIDA, LLC AND KB  
HOME JACKSONVILLE, LLC,  
a Foreign Limited Liability Company,**

**Defendant.**

**COMPLAINT AND DEMAND FOR JURY TRIAL**

Plaintiffs, **AMY DENSON and ERIC WOLF, VIJAY S. GARIKIPATI and  
SRIRAGHAVI L. KOTA, NARASIMHA VITTAL NADAKUDURU and VEEN  
MAAROJU**, by and through the undersigned counsel, hereby sue Defendant, **KB HOME, KB  
HOME FLORIDA, LLC AND KB HOME JACKSONVILLE, LLC**, a Foreign Limited  
liability company (hereinafter "KB HOME"), and allege 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. Plaintiffs, **AMY DENSON and ERIC WOLF, VIJAY S. GARIKIPATI and  
SRIRAGHAVI L. KOTA, NARASIMHA VITTAL NADAKUDURU and VEEN  
MAAROJU**, are owners of property located in DUVAL County, Florida.

3. Defendant, KB HOME is a Foreign Limited Liability Company. Defendant, KB Home has subsidiaries doing business in Florida.
4. Defendant KB HOME FLORIDA, LLC, (“KB HOME Florida”) is a Foreign 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 Foreign Limited Liability Company 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 occurred in DUVAL County, Florida, and the subject real property is located in DUVAL County, Florida.

#### **GENERAL ALLEGATIONS**

8. Plaintiffs, AMY DENSON and ERIC L. WOLF own the real property located at 11812 Carrollwood Lane, Jacksonville, FL 32258 (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 Warranty Deed dated March 7, 2011.
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. An agent of the Plaintiffs/Claimants inspected the Home and concluded, based upon his 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. Plaintiffs now seek 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, 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 Plaintiffs, who lack 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 cases 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**  
**11812 CAROLWOOD LANE, JACKSONVILLE, FL 32258 (THE “HOME”).**

18. Plaintiffs, JOSEPH F. CARDONA and BRUNILDA CARDONA, 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 Plaintiffs, AMY DENSON and ERIC L. WOLF, 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. Due to the Defendant's failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:

- a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
- b. Wood Rot is present due to moisture infiltration. ASTM C1063 states: Where plywood is used for sheathing, a minimum of 1/8 in. (3.2 mm) separation shall be provided between adjoining sheets to allow for expansion;
- c. The staples are not long enough to properly fasten the lath to the structural framing, in violation of ASTM C-1063, 7.10.2.2 which states "...staples shall have crown not less than 3/4 in. (19.05 mm) and shall engage not less than three strands of lath and penetrate with wood framing elements not less than 3/4 in (19.05 mm). When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than 3/4 in (19 mm);
- 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. 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. ASTM C 1063 7.8.3 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) states: "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;
- h. A weep screed must be at least 2" above paved surfaces. 7.11.5 states "the nose of the screed shall be placed 2in. (51 mm) 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. 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 1/4 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”; and/or

- j. 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. 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.

25. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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, Plaintiffs, AMY DENSON and ERIC L. WOLF respectfully request 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**

26. Plaintiffs, AMY DENSON and ERIC L. WOLF, adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 17 above as though fully set forth herein.

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

28. The stucco subcontractor owed any potential homeowner, including Plaintiffs 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.
29. 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.
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, 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.
31. The stucco subcontractor's violations include, but are not limited to defective stucco system.
32. Due to the stucco subcontractor's failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:
  - a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
  - b. Wood Rot is present due to moisture infiltration. ASTM C1063 states: Where plywood is used for sheathing, a minimum of 1/8 in. (3.2 mm) separation shall be provided between adjoining sheets to allow for expansion;
  - c. The staples are not long enough to properly fasten the lath to the structural framing, in violation of ASTM C-1063, 7.10.2.2 which states "...staples shall have crown not less than 3/4 in. (19.05 mm) and shall engage not less than three strands of lath and penetrate with wood framing elements not less than 3/4 in (19.05 mm). When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than 3/4 in (19 mm);

- 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. 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. ASTM C 1063 7.8.3 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) states: "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;
  - h. A weep screed must be at least 2" above paved surfaces. 7.11.5 states "the nose of the screed shall be placed 2in. (51 mm) 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. 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"; and/or
  - j. 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. 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.



34. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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.

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

**WHEREFORE**, Plaintiffs, AMY DENSON and ERIC L. WOLF, respectfully request 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**

36. Plaintiffs, AMY DENSON and ERIC L. WOLF, adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 17 above as though fully set forth herein.

37. KB HOME contracted the construction of the Home to various subcontractors including the painting subcontractor.

38. The painting subcontractor owed any potential homeowner, including Plaintiffs 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.

39. 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.

40. 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.
41. 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.
42. As a direct and proximate result of the painting subcontractor's negligence, Plaintiffs have 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.
43. Defendant, KB HOME is vicariously liable for the negligence of the active tortfeasor, the painting subcontractor.

**WHEREFORE**, Plaintiffs, AMY DENSON and ERIC L. WOLF, respectfully request 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.

#### **GENERAL ALLEGATIONS**

44. Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, own the real property located at 11828 Carrolwood Lane, Jacksonville, FL 32258 (the "Home").
45. Defendant, KB HOME, is the contractor that built the Home that is the subject of this Complaint.
46. The Defendant, KB HOME, first conveyed the subject property by Warranty Deed dated September 4, 2015.

47. 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.
48. An agent of the Plaintiffs/Claimants inspected the Home and concluded, based upon his professional opinion, that the residence contained an inadequately and improperly installed stucco system, among other deficiencies. See **Exhibit "B"** attached hereto (without Appendix A-photo catalog).
49. Plaintiffs now seek 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.
50. Defendant, 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.
51. The existence or causes of the defects are not readily recognizable by Plaintiffs, who lack special knowledge or training.
52. 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 cases of the defects.
53. 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 IV**  
**VIOLATION OF §553.84, FLORIDA STATUTE FOR**  
**11828 CAROLWOOD LANE, JACKSONVILLE, FL 32258 (THE “HOME”).**

54. Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, adopts, re-alleges, and incorporates by reference the allegations contained in paragraphs 1 through 17 and 44 through 53 above as though fully set forth herein.
55. 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.
56. Defendant, KB HOME, was thus under a statutory duty to Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, 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.
57. 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.
58. 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.
59. Due to the Defendant’s failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:

- a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
- b. Lath must be cut and tied to the control joint, otherwise it restricts movement and cracks. 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”;
- c. 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;
- d. 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”;
- 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. ASTM C 1063 7.8.3 states “Where metal plaster base with backing is used, the vertical and horizontal lap joints shall be backing on backing and metal on metal”;
- f. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) states: “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;
- g. 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 ... 2in. (51mm) 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.;
- h. 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.”; and/or
- i. 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.”.

60. 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.

61. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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, Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, respectfully request 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 V**  
**NEGLIGENCE VICARIOUS LIABILITY AGAINST KB HOME FOR STUCCO**  
**SUBCONTRACTOR'S WORK PRODUCT**

62. Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 13 and 44 through 53 above as though fully set forth herein.

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

64. The stucco subcontractor owed any potential homeowner, including Plaintiffs 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.

65. 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.
66. 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.
67. The stucco subcontractor's violations include, but are not limited to defective stucco system.
68. Due to the stucco subcontractor's failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:
  - a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
  - b. Lath must be cut and tied to the control joint, otherwise it restricts movement and cracks. 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";
  - c. 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;
  - d. 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";
  - 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. ASTM C 1063 7.8.3 states "Where metal plaster base with backing is used, the vertical and horizontal lap joints shall be backing on backing and metal on metal";
  - f. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) states: "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;

- g. 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 ... 2in. (51mm) 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.;
- h. 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.”; and/or
- i. 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”

69. 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.

70. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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.

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



**WHEREFORE, Plaintiffs, VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA,** respectfully request 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 VI**  
**NEGLIGENCE VICARIOUS LIABILITY AGAINST KB HOME FOR PAINTING**  
**SUBCONTRACTOR'S WORK PRODUCT**

72. Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA,** adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 13 and 44 through 53 above as though fully set forth herein.

73. KB HOME contracted the construction of the Home to various subcontractors including the painting subcontractor.

74. The painting subcontractor owed any potential homeowner, including Plaintiffs 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.

75. 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.

76. 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.

77. 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.

78. As a direct and proximate result of the painting subcontractor's negligence, Plaintiffs have 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.

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

**WHEREFORE**, Plaintiffs, **VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA**, respectfully request 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.

#### **GENERAL ALLEGATIONS**

1. Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, own the real property located at 11781 Carolwood Lane, Jacksonville, FL 34458 (the "Home").
2. Defendant, KB HOME, is the contractor that built the Home that is the subject of this Complaint.
3. The Defendant, KB HOME, first conveyed the subject property by Warranty Deed dated August 5, 2010.
4. 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.
5. An agent of the Plaintiffs/Claimants inspected the Home and concluded, based upon his professional opinion, that the residence contained an inadequately and improperly installed

stucco system, among other deficiencies. See attached **Exhibit “C”** (excluding Appendix “A”-photo catalog)

6. Plaintiffs now seek 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.
7. Defendant, 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.
8. The existence or causes of the defects are not readily recognizable by Plaintiffs, who lack special knowledge or training.
9. 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 cases of the defects.
10. 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 VII**  
**VIOLATION OF §553.84, FLORIDA STATUTE FOR**  
**11781 CAROLWOOD LANE, JACKSONVILLE, FL 34458 (THE “HOME”).**

11. Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, adopts, re-alleges, and incorporates by reference the allegations contained in paragraphs 1 through 17 and 80 through 89 above as though fully set forth herein.

12. 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.
13. Defendant, KB HOME, was thus under a statutory duty to Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, 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.
14. 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.
15. 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.
16. Due to the Defendant's failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:
  - a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
  - b. Lath must be cut and tied to the control joint, otherwise it restricts movement and cracks. 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";
  - c. The staples are not long enough to properly fasten the lath to the structural framing, in violation of ASTM C-1063, 7.10.2.2 which states "...staples shall have crown not less than ¾ in. (19.05 mm) and shall engage not less than three strands of lath and penetrate with wood framing elements not less than ¾ in (19.05 mm). When metal

lath is applied over sheathing, use fasteners that will penetrate the structural members not less than  $\frac{3}{4}$  in (19 mm).

- d. 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”;
- e. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) states: “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;
- f. A weep screed must be at least 2” above paved surfaces. 7.11.5 states “the nose of the screed shall be placed 2in. (51 mm) 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 “ and/or
- g. A foundation weep screed must be at least 6” above finished grade. FBC 1403.8 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)”;
- h. 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  $\frac{1}{4}$  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  $\frac{1}{4}$  in. from the back of the vertical surface to provide drainage”; and/or
- i. 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 tall 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.”

17. 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.

18. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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, Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, respectfully request 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 VIII**  
**NEGLIGENCE VICARIOUS LIABILITY AGAINST KB HOME FOR STUCCO**  
**SUBCONTRACTOR'S WORK PRODUCT**

19. Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 13 and 80 through 89 above as though fully set forth herein.
20. **KB HOME** contracted the construction of the Home to various subcontractors, including a stucco subcontractor.
21. The stucco subcontractor owed any potential homeowner, including Plaintiffs 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.
22. 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.

23. 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.
24. The stucco subcontractor's violations include, but are not limited to defective stucco system.
25. Due to the stucco subcontractor's failure to comply with the aforementioned statutes and codes, the Plaintiffs have suffered from construction defects and deficiencies, including but not limited to:
- a. There is damage to the stucco system; as there are cracks in the stucco throughout the exterior of the home;
  - b. Lath must be cut and tied to the control joint, otherwise it restricts movement and cracks. 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";
  - c. The staples are not long enough to properly fasten the lath to the structural framing, in violation of ASTM C-1063, 7.10.2.2 which states "...staples shall have crown not less than  $\frac{3}{4}$  in. (19.05 mm) and shall engage not less than three strands of lath and penetrate with wood framing elements not less than  $\frac{3}{4}$  in (19.05 mm). When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than  $\frac{3}{4}$  in (19 mm).
  - d. 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";
  - e. Dissimilar materials must be separated to allow for expansion and contraction. ASTM C 926 7.1.4 (Dissimilar Materials) states: "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;
  - f. A weep screed must be at least 2" above paved surfaces. 7.11.5 states "the nose of the screed shall be placed 2in. (51 mm) 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 " and/or
  - g. A foundation weep screed must be at least 6" above finished grade. FBC 1403.8 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)”;

- h. 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”; and/or
- i. 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.”

26. 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.

27. As a direct and proximate result of the construction defects and violations, the Plaintiffs have 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.

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

**WHEREFORE**, Plaintiffs, **NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU**, respectfully request 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 IX**  
**NEGLIGENCE VICARIOUS LIABILITY AGAINST KB HOME FOR PAINTING**  
**SUBCONTRACTOR'S WORK PRODUCT**

29. Plaintiffs, **NARASIMHA VITTAL NADAKUDURU** and **VEEN MAAROJU**, adopt, re-allege, and incorporate by reference the allegations contained in paragraphs 1 through 13 and 80 through 89 above as though fully set forth herein.
30. **KB HOME** contracted the construction of the Home to various subcontractors including the painting subcontractor.
31. The painting subcontractor owed any potential homeowner, including Plaintiffs 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.
32. 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.
33. 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.
34. 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.

35. As a direct and proximate result of the painting subcontractor's negligence, Plaintiffs have 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 painting subcontractor.

WHEREFORE, Plaintiffs, NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU, respectfully request 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**

Plaintiffs, AMY DENSON and ERIC WOLF, VIJAY S. GARIKIPATI and SRIRAGHAVI L. KOTA, NARASIMHA VITTAL NADAKUDURU and VEEN MAAROJU, hereby demand a trial by jury on all issues so triable.

Dated: May 11, 2018.

FLORIN ROEBIG, P.A.



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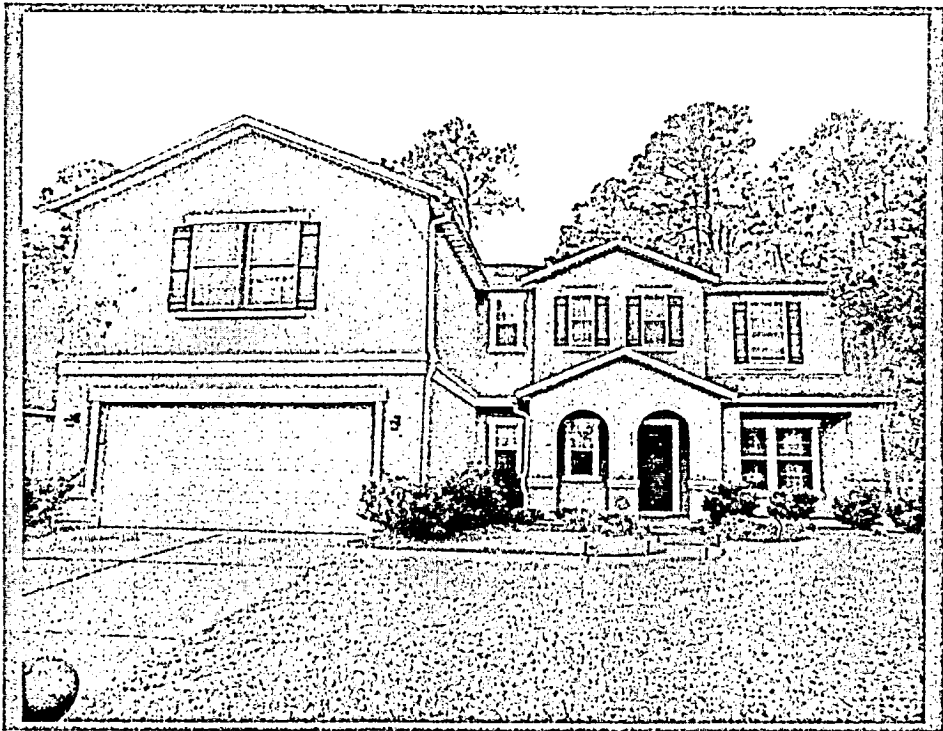
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# Inspection Report

## Cement-Based Plaster Stucco Evaluation



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*The Wolf & Denson Residence  
11812 Carolwood Lane  
Jacksonville, FL 32258*

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Prepared for Neil O'Brien of  
Florin Roebig



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Mr. O'Brien,

As requested, SS Consultation Services has completed a Cement-Based Plaster Stucco Evaluation of the home located at 11812 Carolwood Lane, Jacksonville, FL 32258. 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 Wolf & Denson residence is a two-level, detached, single family residential structure. The wall system is constructed of stucco over frame. The home was constructed in 2011. According to the Jacksonville Property Appraiser the home consists of 4250 sq. ft. under roof. The home was constructed by KB Home. The front of the home faces east.

**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 2011, and according to the Jacksonville Inspections Division the Permit was issued 2011. Based on that permit date the effective dates of the Florida Building Code (FBC), the construction of the home should fall under the 2007 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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- 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.



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- 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) **ASTM C1063 Table 3** Where plywood is used for sheathing, a minimum of 1/8 in. (3.2 mm) separation shall be provided between adjoining sheets to allow for expansion



xvi) **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).

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

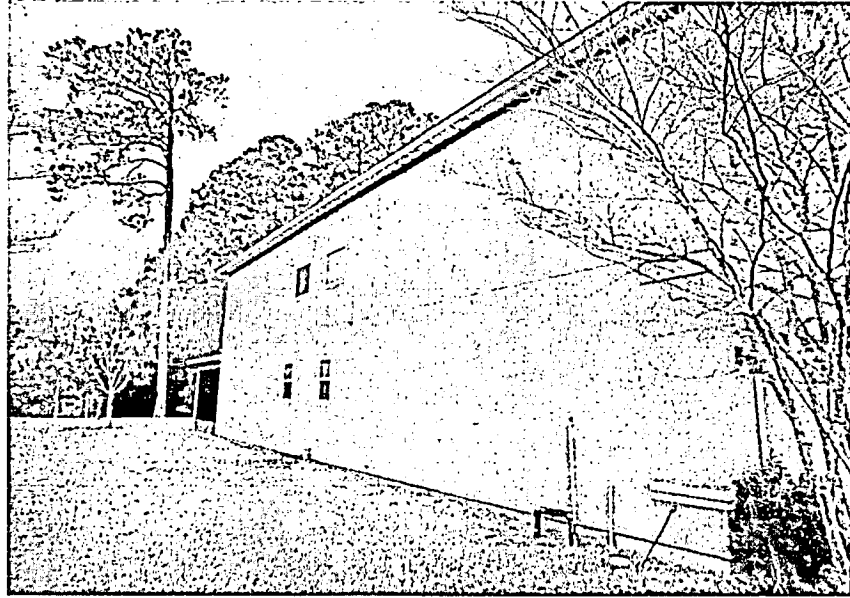
<sup>c</sup> For exposed aggregate finishes, the second (brown) coat shall become the "bedding" coat and shall be of sufficient thickness to receive and hold the aggregate.

#### 4) Elevations

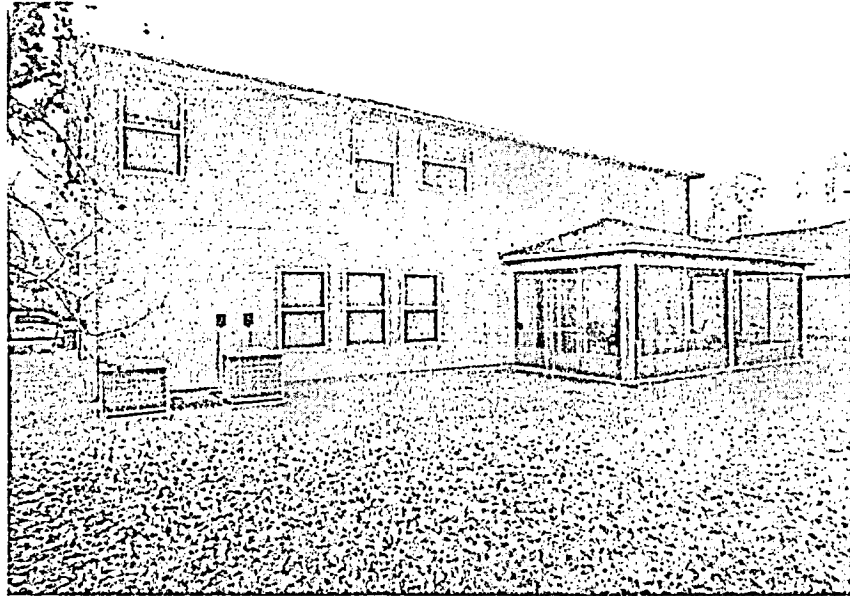
### Front Elevation



## Left Elevation

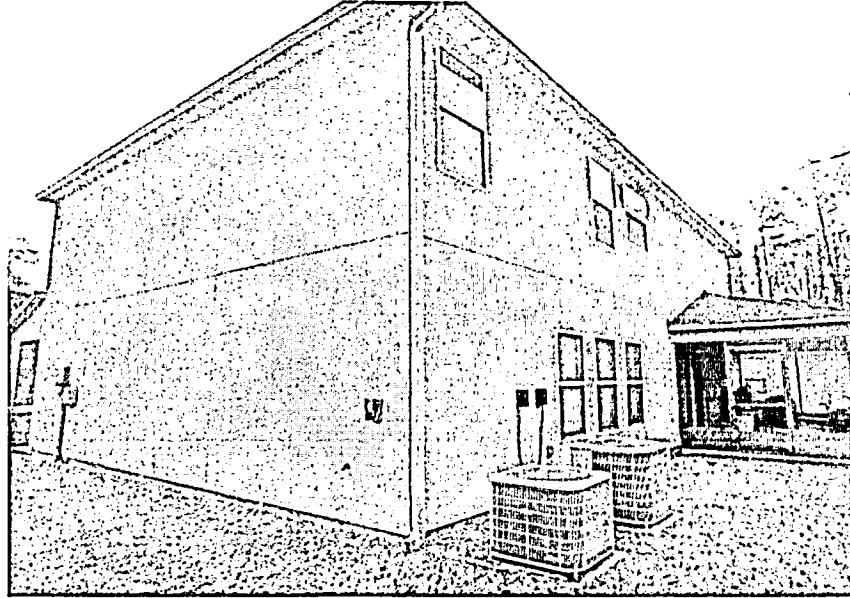


## Rear Elevation





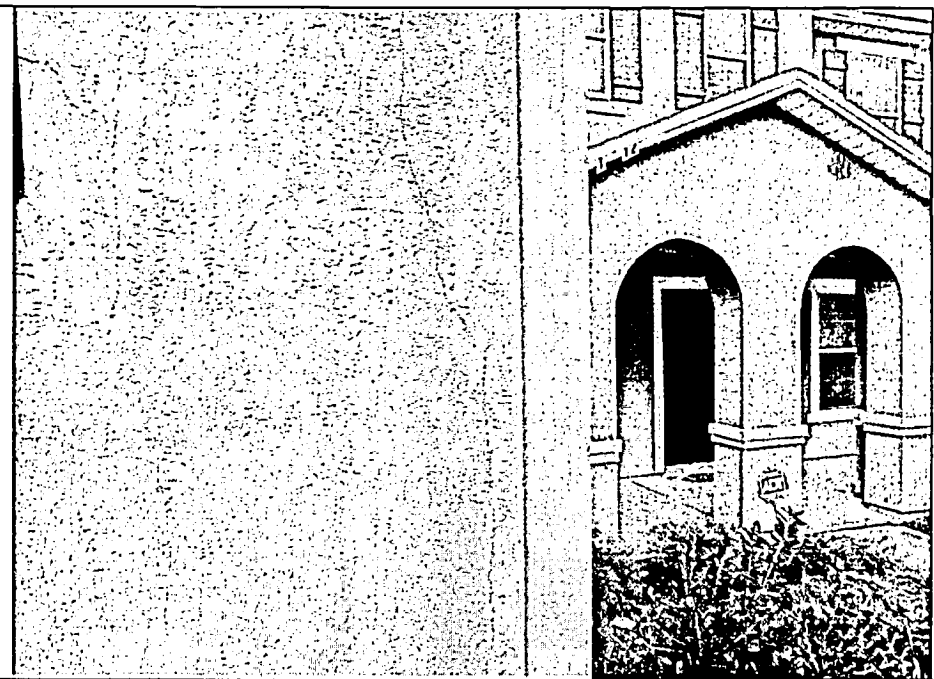

## Right Elevation




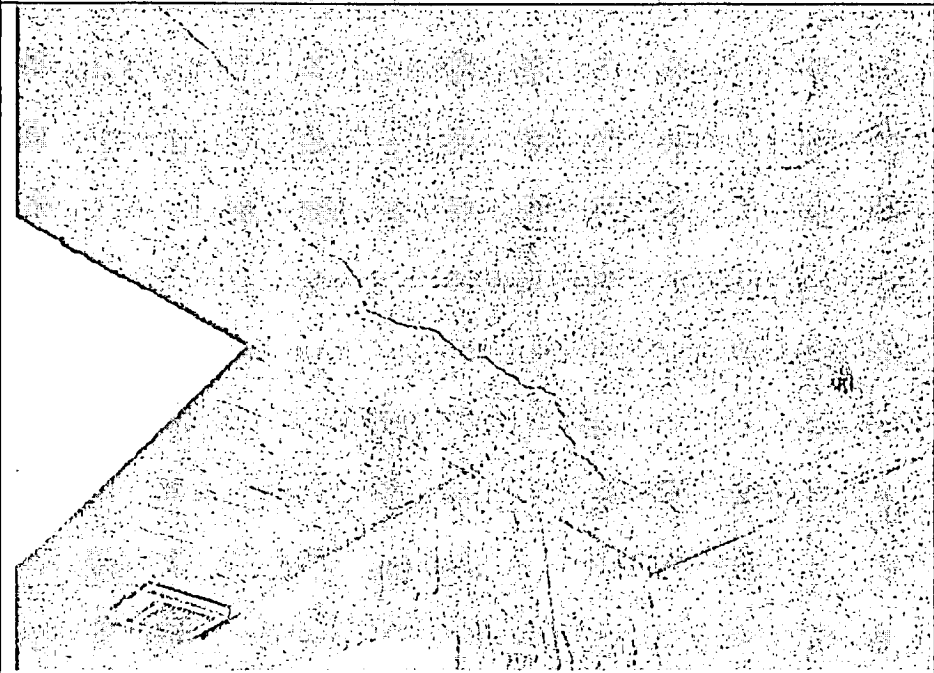
**5) SS Consultation Services Inspection of Residence**

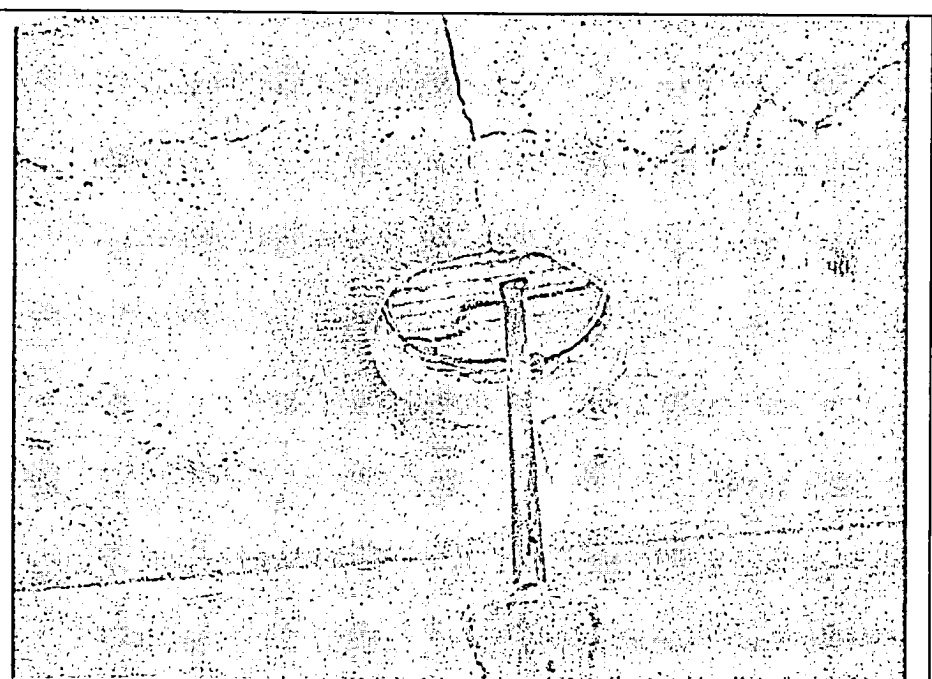
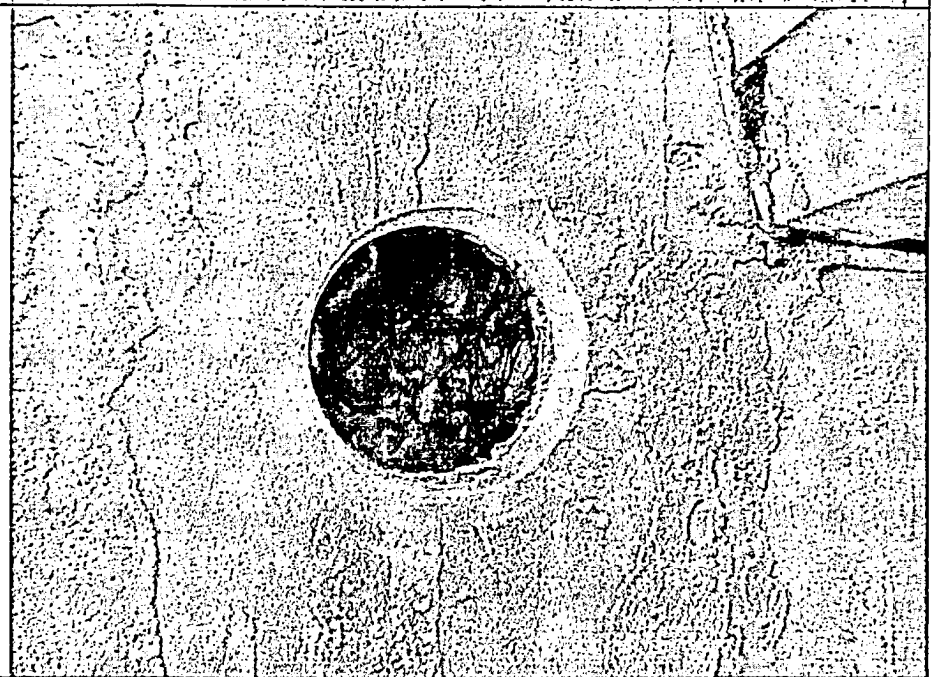
Below are deficiencies/ issues that were noted on the residence along with the applicable code and/or ASTM standard. The description of the deficiency or issue is listed first with the referenced code or standard with the photo below.

<p>1.</p>	<p>Issue: Cracking in stucco allowing moisture infiltration</p>	
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2.	Issue: Cracking in stucco allowing moisture infiltration	
3.	Issue: Cracking in stucco allowing moisture infiltration	



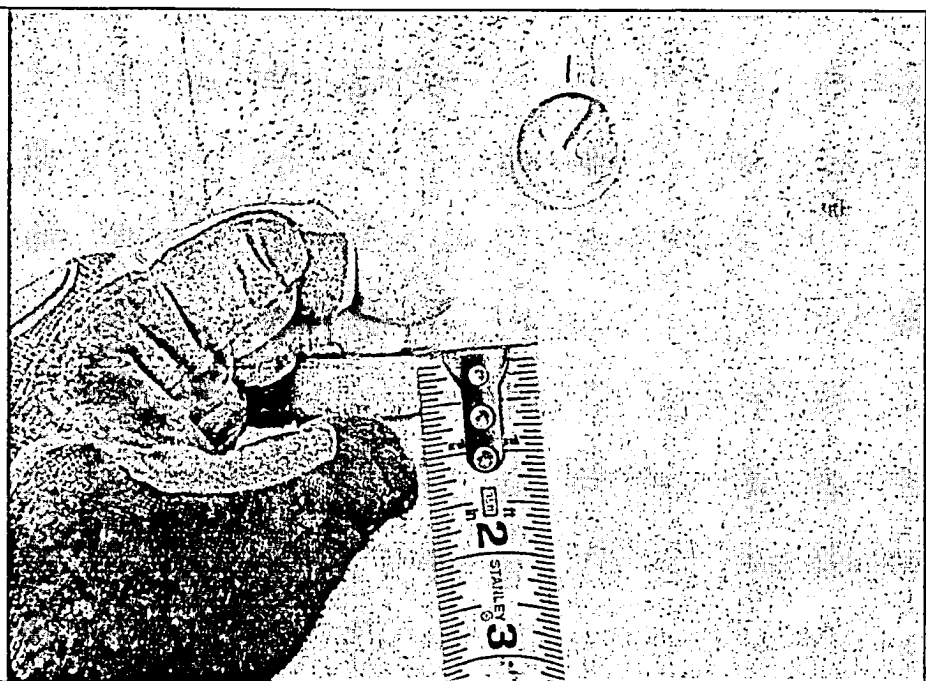
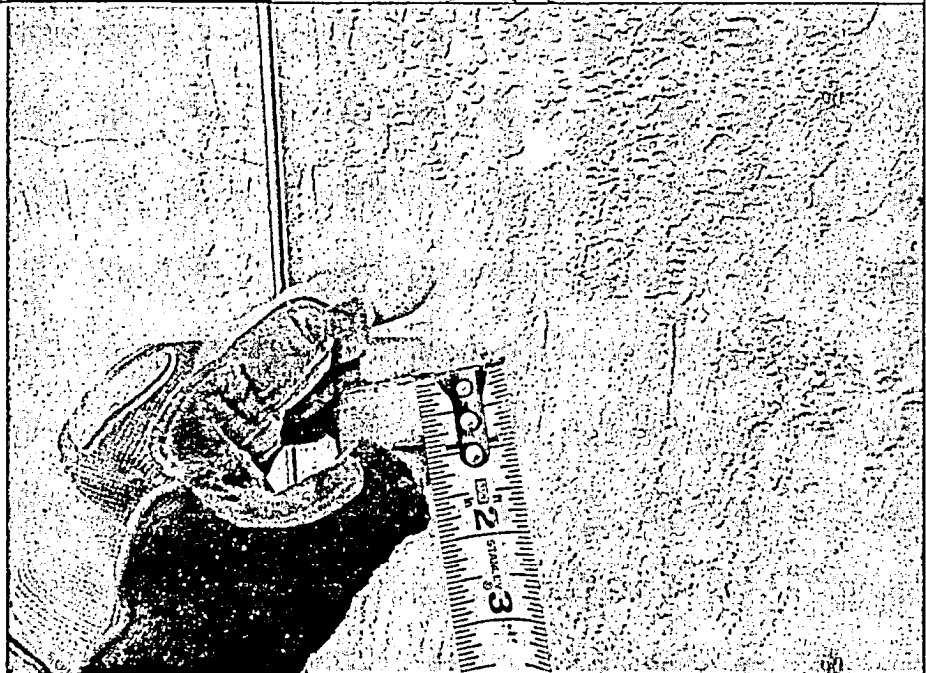
4.	Issue: Cracking in stucco allowing moisture infiltration	
5.	Issue: Cracking in stucco allowing moisture infiltration	

6.	Issue: Wood Rot is Present due to Moisture Infiltration	
7.	Issue: Wood Rot is Present due to Moisture Infiltration	

<p>8.</p>	<p>Issue: The staples are not long enough to properly fasten the lath to the structural framing.</p> <p>ASTM C-1063 7.10.2.2 (staples). Staples shall have crowns not less than 3/4 in. (19.05 mm) and shall engage not less than three strands of lath and penetrate the wood framing members not less than 3/4 in. (19.05 mm). When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than 3/4 in. (19 mm).</p>	
<p>9.</p>	<p>Issue: The staples are not long enough to properly fasten the lath to the structural framing.</p> <p>ASTM C-1063 7.10.2.2 (staples). Staples shall have crowns not less than 3/4 in. (19.05 mm) and shall engage not less than three strands of lath and penetrate the wood framing members not less than 3/4 in. (19.05 mm). When metal lath is applied over sheathing, use fasteners that will penetrate the structural members not less than 3/4 in. (19 mm).</p>	


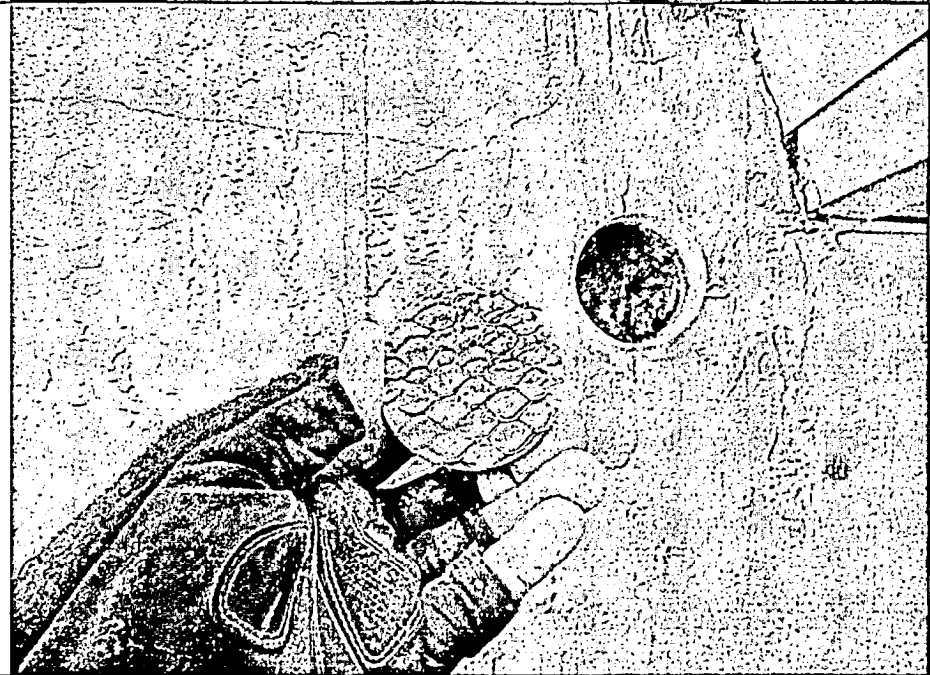


<p>10.</p>	<p>Issue: The stucco does not meet the thickness required by the standards.</p> <p>ASTM C 926 Table 4 - Nominal Plaster Thickness - per Table 4, the minimum thickness of stucco installed with metal base over solid base is a 7/8" 3 coat system.</p>	
<p>11.</p>	<p>Issue: The stucco does not meet the thickness required by the standards.</p> <p>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.</p>	

<p>12.</p>	<p>Issue: The stucco does not meet the thickness required by the standards.</p> <p>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.</p>	 A black and white photograph showing a person's hand holding a 12-inch ruler vertically against a wall. The ruler is positioned to measure the thickness of the stucco. The wall has a rough, textured appearance. A circular mark is visible on the wall above the ruler.
<p>13.</p>	<p>Issue: The stucco does not meet the thickness required by the standards.</p> <p>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.</p>	 A black and white photograph showing a person's hand holding a 12-inch ruler vertically against a wall. The ruler is positioned to measure the thickness of the stucco. The wall has a rough, textured appearance.

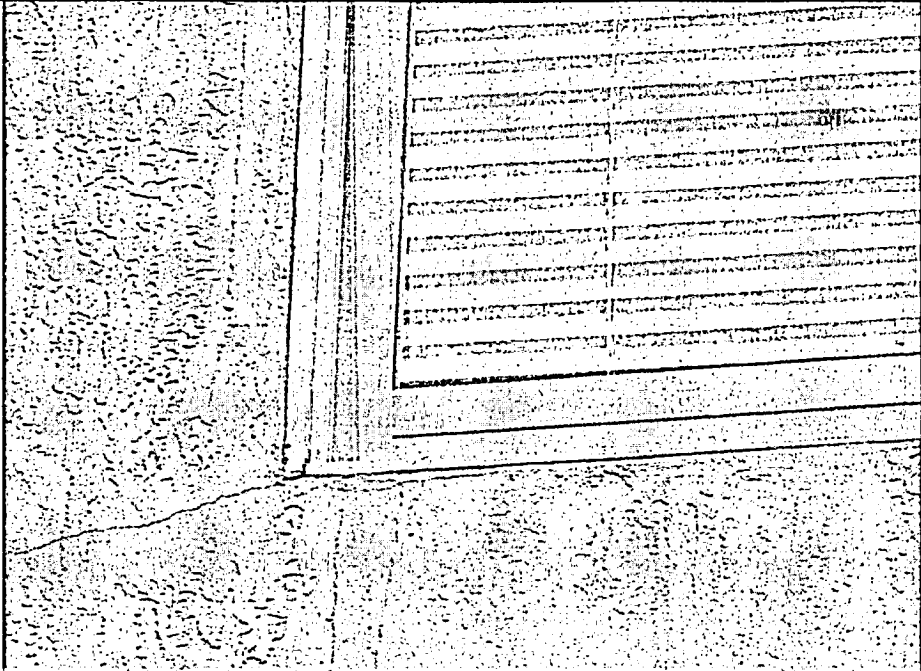
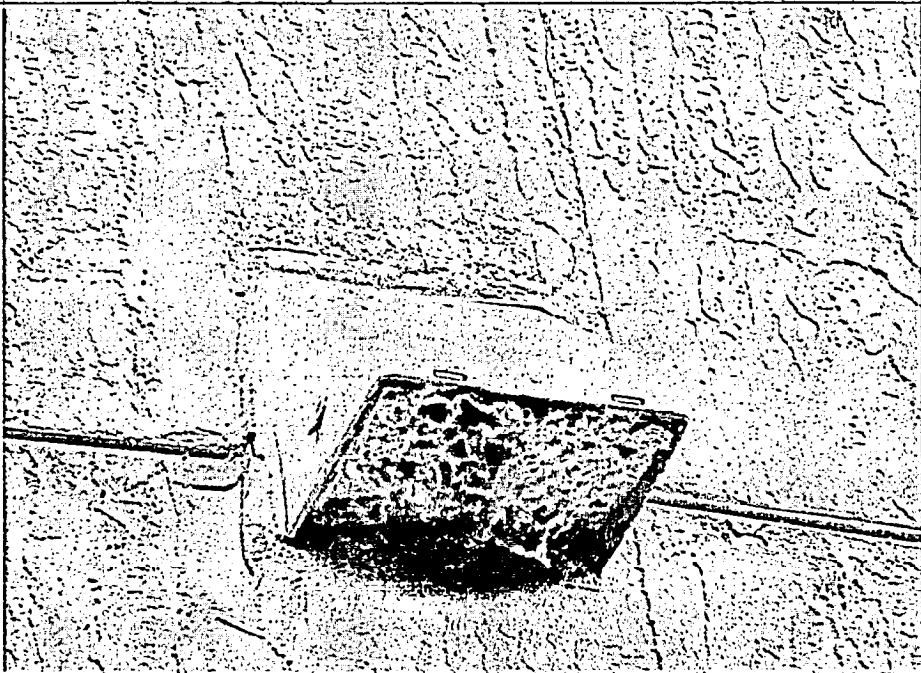






<p>14.</p>	<p>Issue: The stucco is not embedded fully into the lath.</p> <p>ASTM C926 7.2.1 - (Embedment)        The first (scratch) coat shall be applied with sufficient material and pressure to form full keys through, and to embed the metal base, and with sufficient thickness of material over the metal to allow for scoring the surface.</p>	
<p>15.</p>	<p>Issue: The stucco is not embedded fully into the lath.</p> <p>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.</p>	



<p>16.</p>	<p>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 weak point that is conducive to cracking.</p> <p>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.</p>	
<p>17.</p>	<p>Issue: Dissimilar materials must be separated to allow for expansion and contraction.</p> <p>ASTM C 926 7 .1 .4 (Dissimilar Materials) Separation shall be provided where plaster abuts dissimilar construction materials or openings.</p> <p>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</p>	


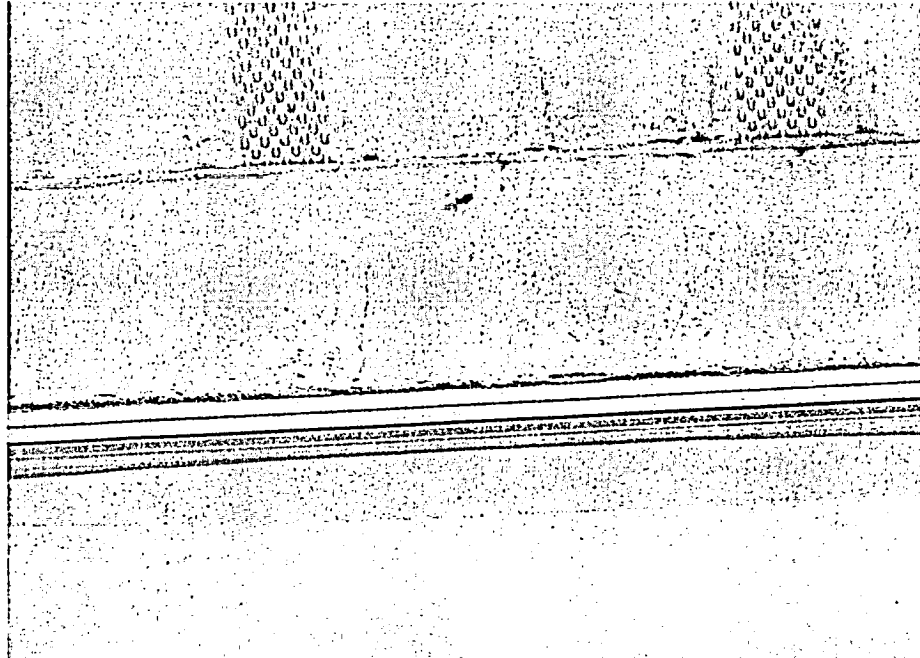


<p>18.</p>	<p><b>Issue:</b> Dissimilar materials must be separated to allow for expansion and contraction.</p> <p><b>ASTM C 926 7 .1 .4 (Dissimilar Materials)</b> Separation shall be provided where plaster abuts dissimilar construction materials or openings.</p> <p><b>ASTM C-1063 7.11.3 (dissimilar material)</b>—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</p>	
<p>19.</p>	<p><b>Issue:</b> Dissimilar materials must be separated to allow for expansion and contraction.</p> <p><b>ASTM C 926 7 .1 .4 (Dissimilar Materials)</b> Separation shall be provided where plaster abuts dissimilar construction materials or openings.</p> <p><b>ASTM C-1063 7.11.3 (dissimilar material)</b>—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</p>	

<p>20.</p>	<p>Issue: Dissimilar materials must be separated to allow for expansion and contraction.</p> <p>ASTM C 926 7 .1 .4 (Dissimilar Materials) Separation shall be provided where plaster abuts dissimilar construction materials or openings.</p> <p>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</p>	
<p>21.</p>	<p>Issue: Dissimilar materials must be separated to allow for expansion and contraction.</p> <p>ASTM C 926 7 .1 .4 (Dissimilar Materials) Separation shall be provided where plaster abuts dissimilar construction materials or openings.</p> <p>ASTM C-1063 7.11.3 (dissimilar material)—Non-load-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</p>	



<p>22.</p>	<p>Issue: A weep screed must be at least 2" above paved surfaces. This is at the same level.</p> <p>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</p>	
<p>23.</p>	<p>Issue: A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.</p> <p>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 ¼ 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 ¼ in. from the back of the vertical surface to provide drainage.</p>	

<p>24.</p>	<p>Issue: A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.  <b>ASTM C 926 section A2.2.3 states: (horizontal and vertical intersection) -</b> 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. (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 ¼ in. from the back of the vertical surface to provide drainage.</p>	
<p>25.</p>	<p>Issue: Flashing was not installed above windows to divert water from building.   <b>R703.8 Flashing.</b> 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</p>	

**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) Wood Rot is Present due to Moisture Infiltration.
- c) Control joints are stapled to the substrate, reducing movement, and has promoted cracking.
- d) The staples are not long enough to properly fasten the lath to the structural framing.



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- e) The thickness of the stucco system does not meet the minimum requirements of the applicable Florida Building Code and ASTM standard
- f) The stucco is not embedded fully into the lath.
- g) 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.
- h) 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.
- i) A foundation weep screed must be at least 2" above paved surfaces.
- j) A weeping accessory must be present at any horizontal and vertical intersection to allow moisture to exit.
- k) 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.)





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- 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.
    - 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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**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,

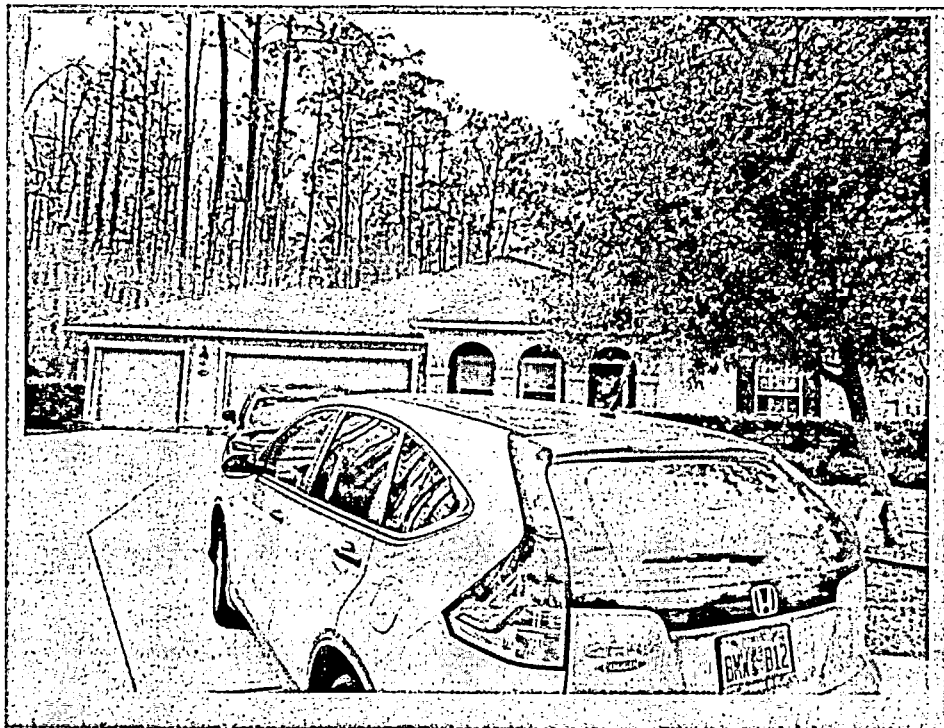
A handwritten signature in black ink, appearing to be 'S. Seiler', written in a cursive style.

Shawn Seiler  
SS Consultation Services



# Inspection Report

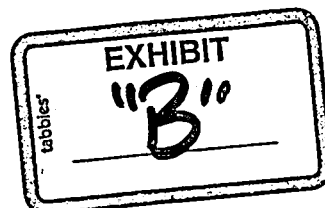
## Cement-Based Plaster Stucco Evaluation



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*The Garikipati & Kota Residence  
11828 Carolwood Lane  
Jacksonville, FL 32258*

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Prepared for Neil O'Brien of  
Florin Roebig