

6

**AGENDA ITEM
Planning & Zoning**

Meeting

1/18/2024

MEETING DATE

TO: Planning and Zoning Board Members

DATE: January 2, 2024

FROM: Saleena Randolph, Senior Planner

PHONE: 904 209-0688

SUBJECT OR TITLE: ZVAR 2023-31 169 River Marsh Drive Pool & Screen

AGENDA TYPE: Business Item, Ex Parte Communication, Order, Report

PRESENTER: Stephen Rippon, Property Owner

BACKGROUND INFORMATION:

Request for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive.

SUGGESTED MOTION/RECOMMENDATION/ACTION:

APPROVE: Motion to approve ZVAR 2023-31 169 River Marsh Drive Pool & Screen based upon five (5) findings of fact and seven (7) conditions as provided in the Staff Report.

DENY: Motion to deny ZVAR 2023-31 169 River Marsh Drive Pool & Screen based upon four (4) findings of fact as provided in the Staff Report.



Growth Management Department
Planning Division Report
Application for Zoning Variance
ZVAR 2023-31 169 River Marsh Dr Pool & Screen

To: Planning and Zoning Agency

From: Saleena Randolph, Senior Planner

Date: January 4, 2024

Subject: **ZVAR 2023-31 169 River Marsh Drive Pool & Screen**, a request for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive.

Applicant/Owner: Stephen Rippon

Hearing Date: Planning and Zoning Agency – January 18, 2024

Commissioner District: District 4

SUGGESTED MOTION/ACTION

APPROVE: Motion to approve **ZVAR 2023-31 169 River Marsh Drive Pool & Screen** based upon five (5) findings of fact and seven (7) conditions as provided in the Staff Report.

DENY: Motion to deny **ZVAR 2023-31 169 River Marsh Drive Pool & Screen** based upon four (4) findings of fact as provided in the Staff Report.

MAP SERIES

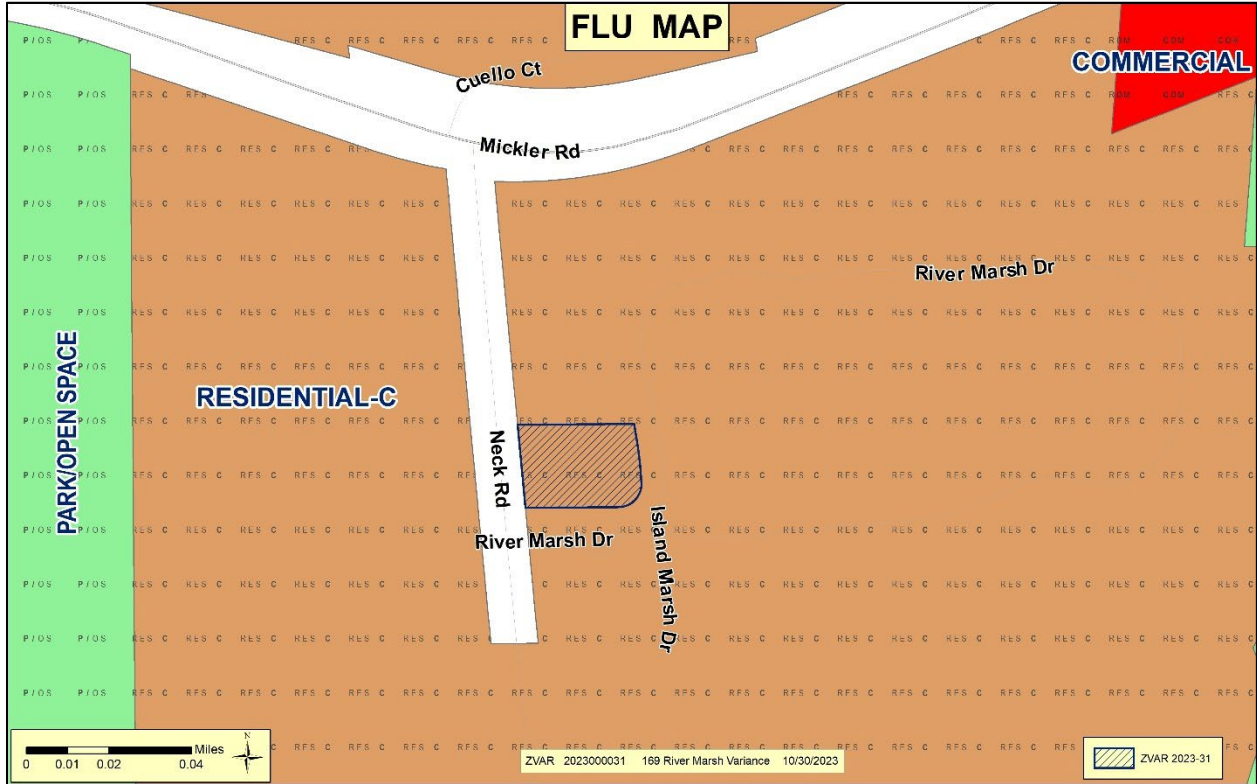
Location: The subject property is located on the corner of Neck Road and River Marsh Drive within an existing subdivision. The site is south of Mickler Road and west of A1A North.



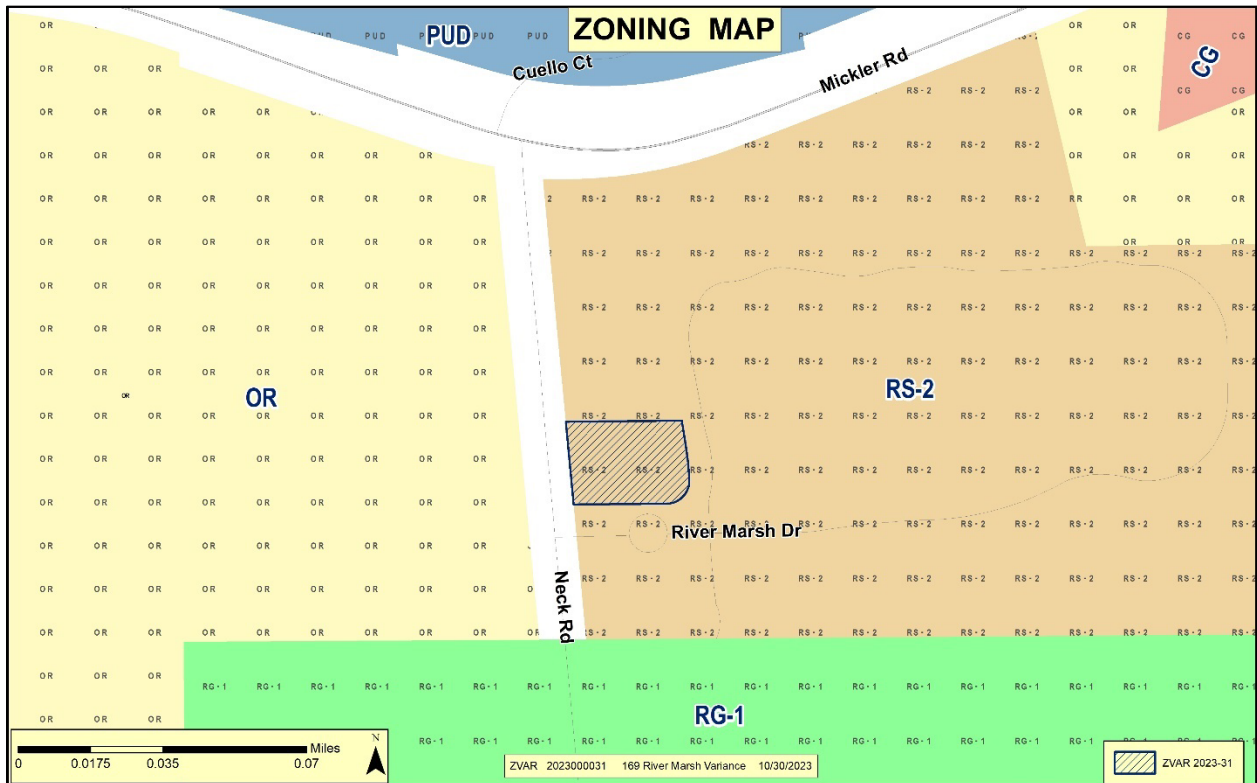
Aerial Imagery: The subject property contains approximately 0.36 acres of land and is developed as a Single-Family home originally built in 2003. The surrounding area consists of residential homes.



Future Land Use: The subject property is designated Residential-C (RES-C) on the Future Land Use Map.



Zoning District: The subject property is zoned Residential Single Family (RS-2). Property to the north, east, and south are also zoned RS-2. Property to the west, across Neck Road, is zoned Open Rural (OR).



APPLICABLE REGULATIONS

LDC, Section 2.02.04.A Accessory Uses, Generally (provided in part)

3. Accessory Uses and Structures shall not be located in required Front and Side Yards, in any residential district except as follows:
 - a. On double frontage Lots, through Lots and Corner Lots, Accessory Uses and Structures may be located in any required Side Yard

LDC, Section 2.02.04.B Permitted Accessory Uses, Residential Districts (provided in part)

Each of the following Uses is considered to be a customary Accessory Use, and as such, may be situated on the same Lot with, but detached from, the principal Use with which it is associated.

8. Private swimming pools, spas, as regulated herein, shall be any pool, pond, lake or open tank located either above or below the existing finished grade of the site, not located within a completely enclosed Building, and exceeding 150 square feet in surface area and 2 feet in depth, designed, used or intended to be used for swimming or bath purposes. A private swimming pool shall be allowed in a residential district as an Accessory Use only if it fully complies with the following conditions:
 - a. The pool is intended and is to be used solely for the enjoyment of the occupants or bona fide guests.
 - b. The pool meets the minimum Yard requirements of the zoning district in which it is located.
 - c. The pool shall be enclosed by a retaining wall, fence or other Structure having a minimum height of 4 feet and so constructed or installed as to obstruct access thereto by persons other than the owners or occupants of the premises on which such swimming pool is located.

LDC, Section 6.01.01 Schedule Of District Area, Height, Bulk, and Placement Regulations

TABLE 6.01

SCHEDULE OF AREA, HEIGHT, BULK AND PLACEMENT STANDARDS							
Zoning Districts	Minimum Lot Widths	Minimum Lot Area	Maximum Lot Coverage by All Buildings	Floor Area Ratio	Impervious Surface Ratio	Min. Yard Req. ☉ Front/ Side/Rear	Maximum Height of Structures ☉
RS-2	90 feet ☉	10,000 square feet ☉	30%	N/A	70%	25/8/10 feet ✦	35 feet

LDC, Section 6.01.03 Lot Width Area and Yard Requirements (provided in part)

C. Lot Frontage

2. On Corner Lots, the frontage of a Lot shall be construed as the shortest boundary to a Street. If the Lot has equal frontage on two or more Streets, frontage shall be determined by the County Administrator in accordance with the prevailing Building pattern.
3. On Through Lots, all portions adjacent to Streets shall be considered as a Front Yard for regulatory purposes.

E. Lot Yards; Methods of Measurement; Special Requirements

The following rules shall apply with regard to determinations of Yards on Lots:

4. Front Yards on Corner Through Lots

Front Yards on corner through Lots shall be construed as extending across the Lot from the interior side Lot line to a point at which the Front Yards meet. Corner through Lots are considered to have two or more Front Yards, and one Side yard. At least one of the Front Yards must meet minimum setback requirements. The required Front Yard of one or more of the other of the frontages may be reduced by up to 20%.

H. Permitted Projections Into Required Yards

3. Covered Patios and Covered Pools

Through Lots

Covered Patios, Covered Pools, and similar Structures, as defined in Article XII, may project into the required Front Yard which functions as a Rear Yard and has no access to a Street but shall not be located within 10 feet of any Lot.

LDC, Section 10.04.02 Zoning Variances

The St. Johns County Planning and Zoning Agency (PZA) may grant Zoning Variances, which are found not to be contrary to the public interest and owing to special conditions, a literal enforcement of this Code will result in unnecessary and undue Hardship. The Planning and Zoning Agency may provide such conditions and safeguards as may be appropriate and in harmony with the purpose and intent of this Code as part of the Variance.

Article XII, Definitions

Structure: Means a walled and roofed Building that is principally above ground, including screened enclosures, a Manufactured/Mobile Home, a gas or liquid storage tank, or other man-made facilities or infrastructures including, but not limited to, towers, smokestacks, utility poles, and overhead transmission lines.

Variance, Zoning: Variance is a relaxation of the terms of this Code where;

- i) such Variance will not be contrary to the public interest, and where;
- ii) by reason of the exceptional narrowness, shallowness, or unusual shape of a specific piece of property, or by reason of exceptional topographic conditions, or other extraordinary situation or condition of such piece of property, or by reason of the Use or Development of property immediately adjoining the piece of property in question,
- iii) the literal enforcement of the requirements of this Code would cause undue hardship to carry out the spirit and purpose of this Code, and
- iv) the Variance would not be contrary to the spirit and purpose of this Code. In this context personal, family or financial difficulties, loss of prospective profits, neighboring violations, or hardships created by any act of the owner, are not considered hardships justifying a Variance.

Yard: A required open space other than a court unoccupied and unobstructed by a Structure or portion of a Structure from thirty (30) inches above the general ground level of the graded Lot upward; provided, however, that fences, walls, poles, posts, and other customary yard accessories, ornaments, and furniture may be permitted in any Yard subject to height limitations and requirements limiting obstruction of visibility.

Yard, Front: A required Yard extending between Side Lot lines across the front of a Lot adjoining a public or private street.

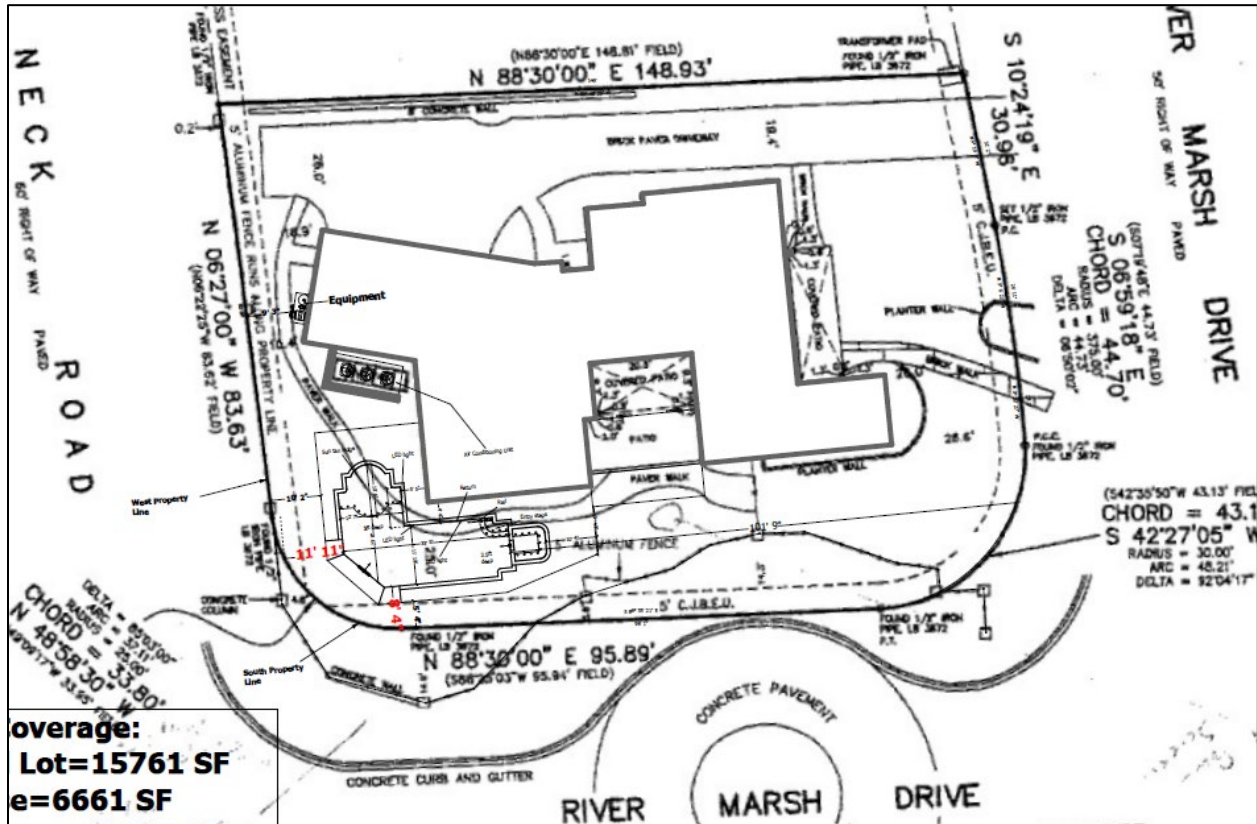
Yard, Rear: A required Yard extending across the rear of the Lot between inner side Yard lines.

Yard, Side: A required Yard extending from the rear line of the required Front Yard to the Rear Lot line, or in the absence of any clearly defined Rear Lot line to the point of the farthest from the intersection of the Lot line involved in the public street.

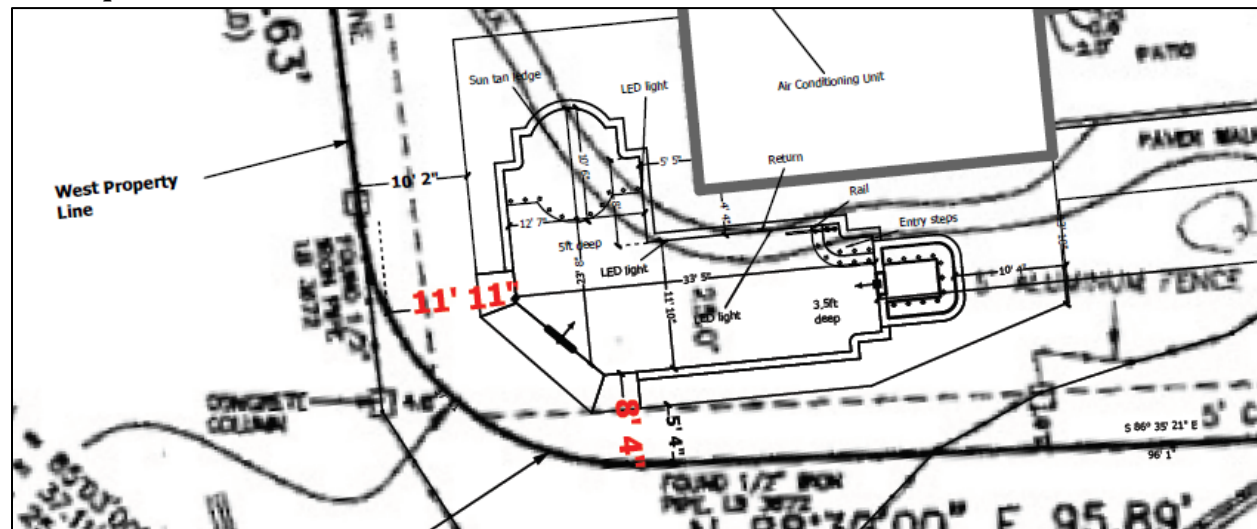
APPLICATION SUMMARY

The applicant is requesting a Variance to allow for a pool and pool screen enclosure to be installed within their second front yard. As pointed out by the applicant, the lot is unusually shaped and although the area in question fronts a road, it serves as the back yard. The applicant states that they were unaware of any setback restrictions when they purchased the property in 2019. The pool and enclosure will be placed in an area shaded by trees; the applicant states that the grass does not grow well in this area, and therefore, the pool and enclosure would be a better use of the space. The unusual shape of the lot, the restrictions from County setbacks for front yards, and the limited amount of yard space for a pool are the stated hardships. The applicant submitted a letter of support from the River Marsh Architectural Review Committee. The applicant's full narrative and support letter are provided within **Attachment 1 Supporting Documents**.

Proposed Site Plan (provided in part):



Close-up of Site Plan:



The above proposed site plan, provided by the applicant and in its entirety, depicts the location and layout of the proposed pool and enclosure. The site plan provides a note which states: all setbacks in Red are measured to the water's edge; setbacks in Black are measured to the edge of screen enclosure/deck. As provided above in red, the Pool is measured at 8'4" on the second front and the Screen Enclosure/Deck is measured at 5'4" on the second front. The full site plan is included in **Attachment 1 Supporting Documents**.

DEPARTMENTAL REVIEW

The Planning and Zoning Division has routed this request to all appropriate reviewing departments. There are no open comments.

Office of the County Attorney Review:

Pursuant to Section 10.04.02 of the Land Development Code, the St. Johns County Planning and Zoning Agency (PZA) may grant Zoning Variances, which are found not to be contrary to the public interest and owing to special conditions, a literal enforcement of this Code will result in unnecessary and undue Hardship. The Planning and Zoning Agency may provide such conditions and safeguards as may be appropriate and in harmony with the purpose and intent of this Code as part of the Variance.

As defined in Article 12 of the LDC, a Variance is a relaxation of the terms of this Code where; i) such Variance will not be contrary to the public interest, and where; ii) by reason of the exceptional narrowness, shallowness, or unusual shape of a specific piece of property, or by reason of exceptional topographic conditions, or other extraordinary situation or condition of such piece of property, or by reason of the Use or Development of property immediately adjoining the piece of property in question, iii) the literal enforcement of the requirements of this Code would cause undue hardship to carry out the spirit and purpose of this Code, and iv) the Variance would not be contrary to the spirit and purpose of this Code. In this context personal, family or financial difficulties, loss of prospective profits, neighboring violations, or hardships created by any act of the owner, are not considered hardships justifying a Variance.

The Applicant bears the burden of demonstrating by competent substantial evidence that there exists a special condition or unique circumstance of the property such that the literal application of the Land Development Code constitutes a hardship. The Agency may consider the quality (character convincing power, probative value or weight) of the evidence and testimony in the Staff report as well as by Staff, evidence and testimony produced by the applicant, and of the evidence and testimony produced by public comment, as well as any other evidence presented or disclosed during the hearing.

The Agency may grant such relief to the extent only necessary to alleviate the hardship. If the evidence presented does not warrant the full relief requested, the Agency may grant only a portion of the relief. The Agency may attach additional reasonable conditions to further mitigate the effect of the requested relief along with corresponding findings.

The approval requested within this application is limited to the requested relief from the specific provisions of the Land Development Code. Approval of this request shall not operate as approval or waiver of any other provision of the Land Development Code or Comprehensive Plan. Representations and depictions within application materials shall assist Staff in the interpretation of the requested relief but shall not operate as approval of, or as a determination of compliance with, any other provision of the Land Development Code or Comprehensive Plan.

Please be advised that, pursuant to Section 10.04.02.A of the LDC, the Planning and Zoning Agency may grant a variance that is less than the full requested variance to the extent that a hardship no longer exists. Additionally, the Planning and Zoning Agency may impose reasonable additional conditions in order to mitigate for the harm caused by the granting of the variance.

Technical Division Review:

In the case that the Zoning Variance is approved by the Planning and Zoning Agency, all site engineering, drainage and required infrastructure improvements will be reviewed pursuant to the established Development Review Process to ensure that the development has met all applicable Federal, State, and local regulations.

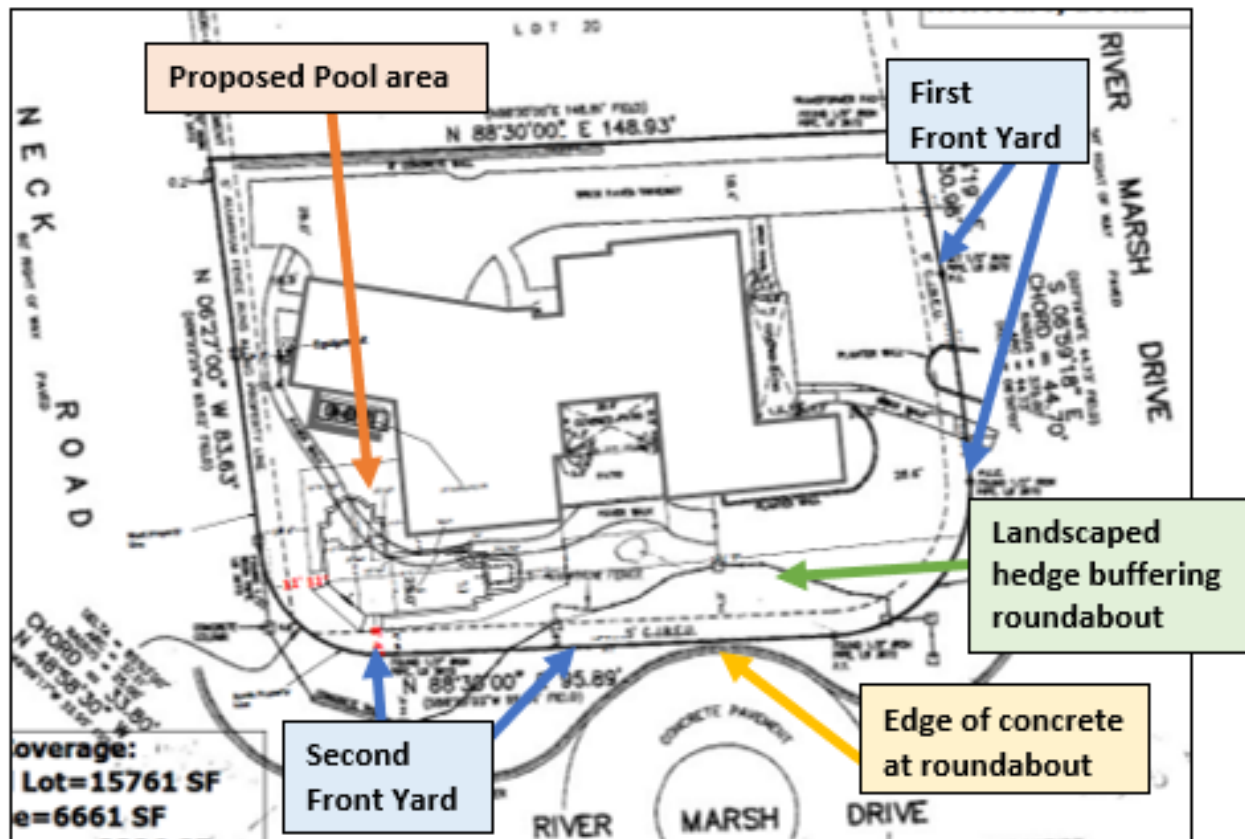
Planning and Zoning Division Review:

The proposed Zoning Variance seeks a reduction in the 2nd Front Yard setback from the 20' requirement to allow a screen enclosure at 5'4" and a swimming pool at 8'4". The proposed pool and screen enclosure will be located at the south side of the house where the reduced setback is requested.

The subject property has a zoning designation of RS-2 which requires a 90-foot minimum lot width. The lot is rectangular in shape and the site is currently developed with a single-family home. The lot meets the minimum lot width; based on aerial imagery, it appears some of the lot is reduced by the curve of the roundabout and landscaping at the neighborhood entrance (HOA Owned). See below for the existing landscape and circular drive of the neighborhood entrance:



Based on staff review, the parcel would be considered a Corner Through Lot, which according to LDC Section 6.01.03.E.4 would contain 2 or more front yards and 1 side yard. Upon further review, the parcel has a deeded non-access easement on the property line fronting Neck Road. It appears all proposed development adjacent to Neck Road would meet the current LDC setback restrictions. See below of an example of the required yard exhibit, existing roundabout and site layout based on staff review:



According to LDC Section 2.02.04.A, the pool and screen enclosure are accessory structures which would only be allowed in any Side or Rear Yard. The applicant is requesting that the pool and enclosure be allowed within the 2nd Front Yard.

According to LDC Section 2.02.04.B.8.b the pool must meet the minimum Yard requirements of the zoning district; the site is within the RS-2 zoning and the 2nd Front Yard setback is 20 feet. The applicant is requesting that the pool be allowed at 8'4" within the 2nd Front Yard. Based on Staff review of the subject property, the site does not qualify for any permitted projections into required yards. LDC Section 6.01.03.H allows permitted projections of covered pools, but this site does not qualify for any relief from the Code unless through this requested Variance. The covered pool must meet the minimum Yard requirement of the zoning district, and therefore, the applicant is requesting that the screen enclosure be allowed at 5'4" within the 2nd Front Yard. The location of Neck Road to the west and the roundabout to the south of the subject lot tends to create an unusual situation for the subject property.

CORRESPONDENCE/PHONE CALLS

As of the writing of this staff report, Staff has received no correspondence or phone calls regarding this request.

ACTION

Staff offers five (5) findings of fact and seven (7) conditions to support a motion to approve or four (4) findings of fact to deny. These findings may be subject to other competent substantial evidence received at the quasi-judicial public hearing.

ATTACHMENTS

1. Application and Supporting Documents
2. Final Draft Orders

SUGGESTED MOTION / FINDINGS / CONDITIONS TO APPROVE REQUEST

Motion to approve **ZVAR 2023-31 169 River Marsh Dr Pool & Screen**, request for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive, subject to the following findings and conditions:

SUGGESTED FINDINGS

1. The request for this Zoning Variance has been fully considered after public hearing with legal notice duly published as required by law.
2. The Variance request is in compliance with Article XII of the Land Development Code, defining a Zoning Variance. Substantial evidence has been submitted to support a special condition of the property, such that the literal enforcement of the code would produce a hardship as defined by the Code, or why denying the application would be contrary to the spirit and purpose of the Land Development Code.
3. The request is not contrary to the public interest and is not in conflict with surrounding development.
4. The request meets the criteria established by Section 10.04.02 of the Land Development Code.
5. The request is not in conflict with the Future Land Use Map designation of Residential-C.

SUGGESTED CONDITIONS

1. The Variance will be transferable and apply only to the proposed pool with enclosure as submitted for this approval. Should the property be conveyed, the requested relief will run with the property.
2. Approval of the Variance does not release the project from compliance with all relevant requirements of the St. Johns County Land Development Code, Comprehensive Plan, or any other Agency having jurisdiction.
3. Development of the Pool and Screen Enclosure shall be consistent with improvements depicted on the site plan labeled **Exhibit B** submitted by the applicant and made part of this Order.
4. The Variance shall commence within one (1) year of the signing of the Final Order. Failure to commence within the prescribed time shall render the Order invalid and all rights granted herein shall become null and void.
5. The approval requested within this application is limited to the requested relief from the specific provisions of the Land Development Code. Approval of this request shall not operate as approval or waiver of any other provision of the Land Development Code or Comprehensive Plan. Representations and depictions within application materials shall assist Staff in the recommendation and interpretation of the requested relief but shall not operate as approval of, or as a determination of compliance with, any other provision of the Land Development Code or Comprehensive Plan.
6. The application, supporting documents, conditions, and limitations offered within the application and at the public hearing by the applicant (or representative) will be incorporated herein and shall become part of the Final Order, except as may be modified by preceding conditions and limitations.
7. The applicant, at the public hearing, has stated no objections to the proposed conditions.

(Additional conditions may be added as a result of the public hearing)

SUGGESTED MOTION / FINDINGS TO DENY REQUEST

Motion to deny **ZVAR 2023-31 169 River Marsh Dr Pool & Screen**, request for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive, subject to the following findings:

SUGGESTED FINDINGS

1. The Variance request is not in compliance with Article XII of the Land Development Code, defining a Zoning Variance. Substantial evidence has not been submitted to support a hardship as defined by the Code.
2. The request is in contrary to the public interest and is in conflict with surrounding development.
3. The request does not meet the criteria established by Section 10.04.02 of the Land Development Code.
4. The request is in conflict with the Future Land Use Map designation of Residential-C.

(The Board may choose any or all of the above Findings or may provide additional Findings to support the motion.)

ATTACHMENT 1
APPLICATION AND SUPPORTING
DOCUMENTS



St. Johns County Growth Management Department

Application for: Zoning Variance

Date 11/13/2023 Property Tax ID No 0688110210

Project Name Clearance Sheet R2002-4131*2

Property Owner(s) Stephen Rippon and Janice Hislop Rippon Phone Number 904-708-8114

Address 169 River Marsh Dr Fax Number

City Ponte Vedra Beach State FL Zip Code 32082 e-mail ripponstephen@gmail.com

Are there any owners not listed? [X] No [] Yes If yes please provide information on separate sheet.

Applicant/Representative Stephen Rippon Phone Number 904-708-8114

Address 169 River Marsh Dr Fax Number

City Ponte Vedra Beach State FL Zip Code 32082 e-mail ripponstephen@gmail.com

Property Location 169 River Marsh Dr

Major Access River Marsh Dr Size of Property 0.36 acre Cleared Acres (if applicable)

Zoning Class RS-2 No. of lots (if applicable) 1 Overlay District (if applicable)

Water & Sewer Provider St John's County Future Land Use Designation C-RES

Present Use of Property Primary residence Proposed Bldg. S.F. 534

Project Description (use separate sheet if necessary)

Respectfully requesting permission to build a pool in the back yard of our property. Per the response to our recent pool permit application (Clearance Sheet R2002-4131*2), the area in question is currently considered to be a Corner Lot but it's effectively a fully fenced in back yard to us and is situated to the rear of the house. Problem is the setback restrictions as there is no other area on our property that's been classified as a back yard and no other feasible location for us to put a pool. We believe this request is also appropriate as the area in question is hidden from public view and we have the full support of our HOA since grass does not grow well in this shaded area and a pool will improve both the image of our property and the community.

Please list any applications currently under review or recently approved which may assist in the review of this application including the name of the PUD/PRD: Clearance Sheet R2002-4131*2

I understand that reasonable inspections of the subject property may be made as part of the application review process. I understand that any material misrepresentations or errors contained in this application or supporting documents may void an approved application, at the reasonable determination of the County considering the Land Development Code, Comprehensive Plan, and other applicable regulations.

I HEREBY CERTIFY THAT ALL INFORMATION IS CORRECT: Signature of owner or person authorized to represent this application:

Signed By [Signature]

Printed or typed name(s) Stephen Rippon

Stephen Rippon
169 River Marsh Dr
Ponte Vedra Beach
FL 32082

November 13, 2023

Subject: Narrative for Zoning Variance

To Whom It May Concern,

This letter is to explain our reasons for asking for a zoning variance on our property so that a pool may be installed;

- i) Variance would not be contrary to public interest as the area in question is hidden from public view and we've consulted with our neighbors who have no objections. We have an approval letter from our HOA.
- ii) By reason of unusual shape our property has been designated as having no back yard, however the area in question operates as a fully fenced back yard to ourselves. It is situated to the rear of the property and is the only area which was clearly intended to be used as a back yard by the original owners since the adjacent, rear lot is a much narrower and fully paved driveway.
- iii) Literal enforcement of the current code causes undue hardship in that there is no other area where we could feasibly install a pool on this property. We also had no idea there was any setback restrictions in place when we purchased the property.
- iv) Variance would not be contrary to the spirit and purpose of this Code as the proposed pool would be hidden from public view. The area in question is mostly shaded by surrounding trees so the grass doesn't grow well and adding this pool would be a better use of that area by improving the general image of our property and the community.

Sincerely,

A handwritten signature in black ink, appearing to read "Stephen Rippon". The signature is written in a cursive style with a large, prominent initial 'S'.

Stephen Rippon

RIVER MARSH

Architectural Review

July 3rd, 2023

169 River Marsh Drive
Ponte Vedra Beach, FL 32082

Dear Mr. Rippon

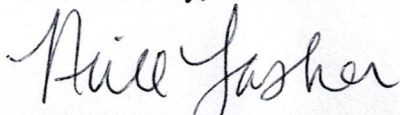
The Board of Directors of River Marsh Housing Association is dedicated to protecting the investment our owners have made in their homes, maximizing property values and keeping our neighborhood a beautiful, safe and friendly community. As such, we do everything possible to ensure compliance with our Covenants. As such, we value your co-operation in our process of Architectural Review by submitting an application for installing a pool at your beautiful home.

We confirm your application to install a pool complies with the criteria in our ARC Guidebook Section 17: Water Features.

- Pools must be at least 4ft or more away from any exterior walls of the property.
- Screening structures must be architecturally complimentary to the residence.
- No screening can go beyond a line extended and aligned with the side walls of the residence or encroach upon the property setbacks.
- Pool, pond and fountain pumps and lighting are installed in locations where they do not cause any noise or light disturbance to neighboring properties.
- Pools must comply with St. Johns' safety ordinances and access must be secure.

You have our authorization to proceed.

Yours sincerely,



Neill Lasher, Chair of Architectural Review Committee
On behalf of River Marsh Board of Directors

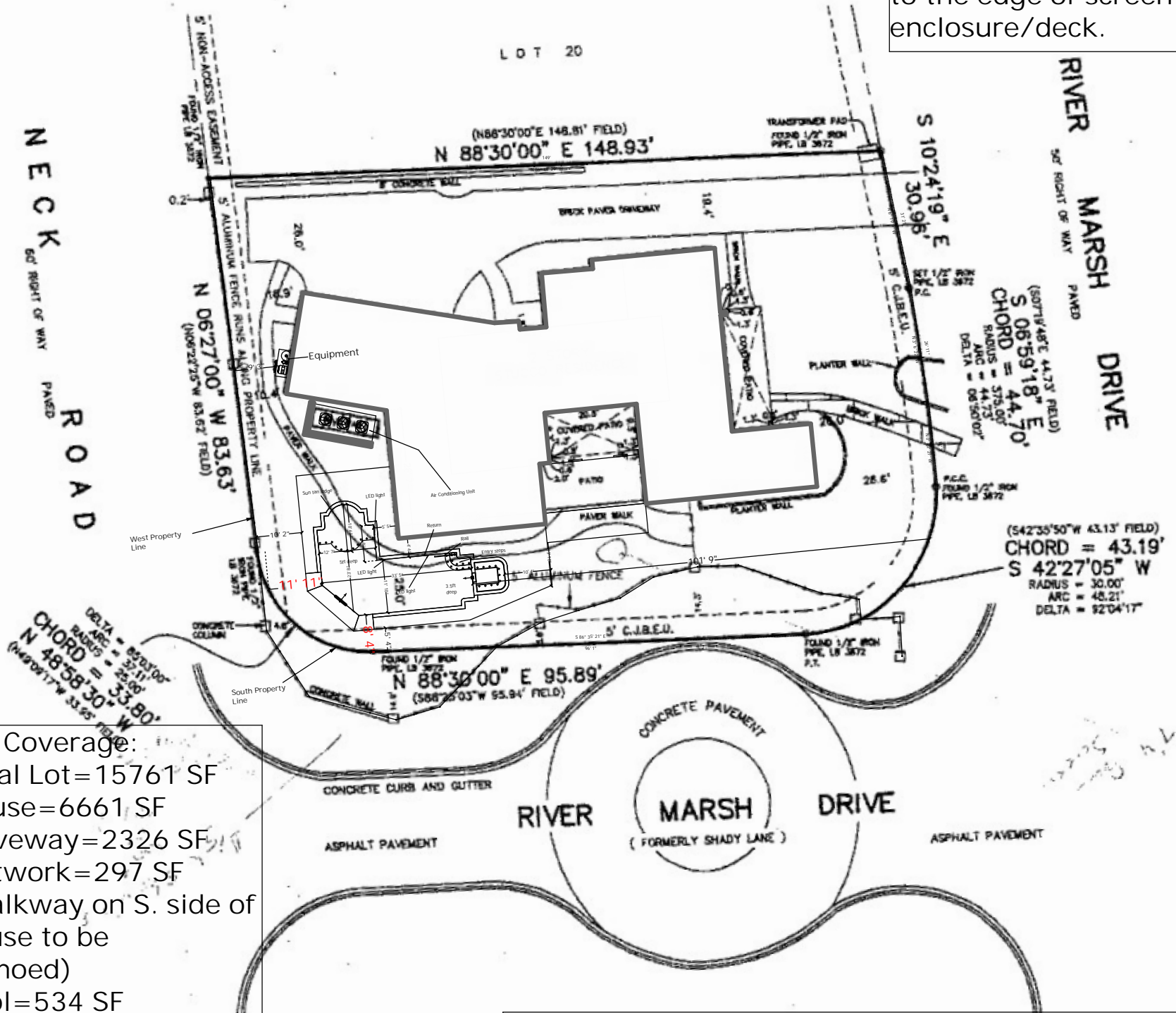
CC: Board of Directors
Architectural Review Committee

ARC APPROVAL DOES NOT IMPLY APPROVAL BY LOCAL, COUNTY, STATE OR FEDERAL AGENCIES OR AUTHORITIES. THE HOMEOWNER AND THEIR CONTRACTOR ARE RESPONSIBLE FOR OBTAINING APPROVAL.
ARC APPROVAL IS FOR THE PROJECT'S COMPLIANCE WITH THE COVENANTS AND CONDITIONAL ON LICENSING AND ORDINANCE REQUIREMENTS BEING OBSERVED

MAP SHOWING SURVEY OF
LOT 21, SHADY OAKS AT PONTE VEDRA BEACH, PHASE II
 AS RECORDED IN MAP BOOK 42, PAGES 4 AND 5 OF THE
 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Pool Deck to be 3"
 Below FFE of
 House

All Setbacks in Red are
 measured to the
 waters edge Setbacks
 in black are measured
 to the edge of screen
 enclosure/deck.



Lot Coverage:
 Total Lot=15761 SF
 House=6661 SF
 Driveway=2326 SF
 Flatwork=297 SF
 (walkway on S. side of
 house to be
 demoed)
 Pool=534 SF
 Pool Deck=758 SF
 ISR=67%

- NOTES:**
- < THIS IS A BOUNDARY SURVEY.
 - < BEARINGS ARE BASED ON THE NORTH LINE OF LOT 21 BEING NORTH 88°30'00\"/>

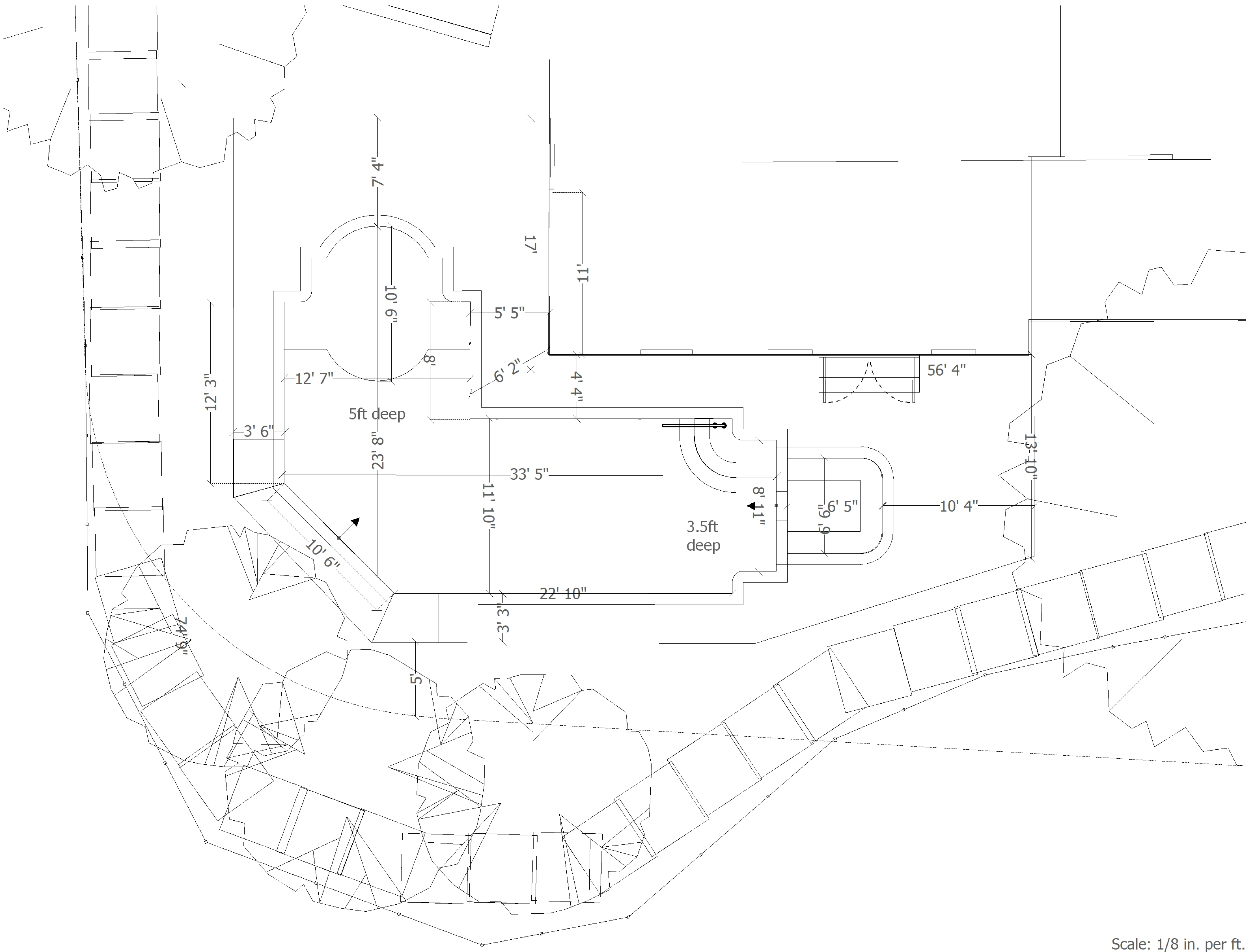
- A. Erosion control such as silt fence shall be placed at the limits of construction activities and/or property line.
- B. Excavated material shall be removed from the site.
- C. Existing/Engineered drainage patterns shall not be altered without authorization by the Engineer of Record or submission of a revised engineered drainage plan (signed and sealed). If drainage patterns are altered or changed C.O. will not be issued until corrected per field staff.
- D. Drains will be directed away from adjacent lots (not out fall directly to shared property line).
- E. The applicant/owner/contractor shall immediately contact St. Johns County lot grading staff should modifications to the plan be required based on actual field conditions.
- F. Retaining walls, roof gutters with underground drainage system may be required based on actual field conditions.
- G. Contractor to coordinate a lot grade inspection with County Survey prior to permit close out. Call 904-827-6842 and schedule a 904

THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12109C0111J, REVISED DECEMBER 7, 2018 FOR ST. JOHNS COUNTY, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF
 STEPHEN A. RIPON; JANICE HISLOP RIPON;
 VYSTAR CREDIT UNION; DALE G. WESTLING, SR.
 and WESTCOR LAND TITLE INSURANCE COMPANY

DONN W. BOATWRIGHT, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



11653 Central Pkwy #219
Jacksonville, FL 32224
Phone: (904) 853-6522
CBC 1257761

lidhfgbovfghohmn



Rep: Tyler Agramonte

Invoice: Homeowner Builder
Permit/Eng: Yes 3D: Yes

Date: 06/08/2023

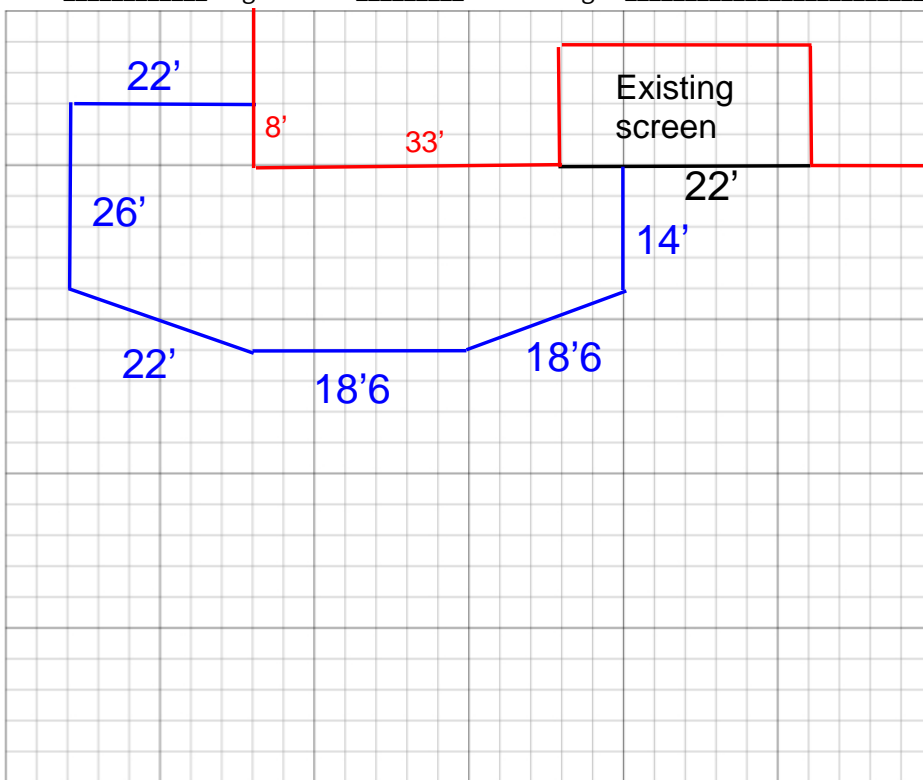
Certified Building Contractor CBC1257761

Referred by: _____

Customer Name: <u>Janice Rippon</u>	Company: _____
Street: <u>169 Rivermarsh Dr</u>	P.M.: _____ P.M. Phone: _____
City, State, ZIP: <u>Ponte Vedra Beach FL 32082</u>	Subdivision: _____ Gate Code: <u>#9753</u>
Phone1: <u>(904) 616-9230</u> Phone2: <u>9046169230</u>	Directions: _____
Email: <u>hislophomesllc@gmail.com</u>	Email: _____

Soffit: 6" Angle Fascia: Yes Fascia Height: 10'7

New Concrete: 4"Slab Footing _____ N/A



Existing Concrete: 4"Slab Footing _____ N/A

Water Level Photo N/A Slope: _____ N/A

Termite Treatment Required By County: Yes No
Cost Not Included In This Proposal

Pavers: New Existing _____ N/A

Remodel Full _____

H.O. Keeps Sod: Yes No _____ N/A

Outlets: Yes No _____ N/A

Electrical Allowance: _____ N/A

Irrigation: Not Included _____ N/A

Attach To: Wall Fascia Gutter Roof Jump N/A

Soffit Cut: Yes No Pitch _____ N/A

Riser: Yes No _____ N/A

Super Gutter: 5" 7" 41 lf _____ N/A

K. Gutter: Size _____ CapR CapL N/A

Downspout: 3x4 4x5 # 2 _____ N/A

Roof Style: Mansard _____ N/A

Roof Build: Screen Size _____ N/A

Overhang: _____ N/A

Diverter: _____ N/A Fan Beams: _____ N/A

Chair Rail Hgt: Match existing Under Chair Rail: Screen

Pet Door: _____ Size: _____ N/A

Roof Screen: 18x14 20x20 16x14 17x20 N/A

Wall Screen: 18x14 20x20 16x14 17x20 N/A

Doors: Qty 2 Size 36"W Handle 54" KP Yes

.062 Heavy Gauge | Soft Close | 4 Hinges | Door Jamb w/ Felt

Bronze 36" Thresholds: 2 _____ N/A

Paver Door Pad: 4'x4' Yes No _____ N/A

Screws: 400 Series Stainless

Stucco Band: _____ N/A Drains: _____ N/A

Pictures: Yes Plot Survey Received: Yes No N/A

Color: Bronze Wall Height: 10'7 Roof Height: Approx 13'7

Description: Pool enclosure

Standard view pool enclosure with noseum screen (20x20)
(2) upgraded doors (soft close, threshold, heavy gauge) locations tbd
Upgraded 7" super gutter with 4x5 downspouts
Demo small section of existing enclosure for tie in
Remove section to first post of existing
New enclosure to tie in at first post of existing enclosure

All work includes 5 year warranty
All stainless steel fasteners
Price includes all labor, materials, permits, engineering, and 3Ds

22' + 26' + 22' + 18'6 + 18'6 + 14' x 10'7

** Prices and measurements are approximate **

We purpose to hereby furnish material and labor - complete in accordance with the above specifications, for the sum of:

Option 1: Project as described above ██████████

Option 2: _____ \$ _____

Payment as follows: \$1500 Down / 50% at Breaking Ground, 50% at Completion.

Total Investment: ██████████

Warranty: See Construction Agreement **Convenience fee of 2.9% will be added if paying by credit card.**

Acceptance of Proposal - The above prices, specifications and Conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above. Any disagreement to the above contract will be subject to arbitration.
This contract is not valid until reviewed and signed by an authorized representative of Impact Enclosures Inc.

Note: *This proposal may be withdrawn if not accepted within 7 days.* **Tentative Start From Required Paperwork / HOA Approval:** 10-14 weeks

Customer Acceptance _____ Date _____ Officer Acceptance Date 06/08/2023

General Comments/ Homeowner & Contractor Responsibilities

- 1) Irrigation: It is the responsibility of the homeowner to reroute any irrigation lines, plumbing lines, or unforeseeable lines underground **after foundation is complete.**
- 2) Gas: Homeowner is responsible for contracting gas company and hook up unless specified.
- 3) Hot tubs within 5' of enclosure & Electrical Requirements: Electric and ground wire installs are not included unless otherwise specified in. Homeowners are responsible to have a licensed electrician permit work and run ground wire from hot tub to screen enclosure in order to pass code. Additional charges will apply.
- 4) Demo: Contractor is not Responsible for damaged stucco, removing caulk, painting, or damage to host structure including fascia repair from existing wood rot or issues unforeseen. If contractor finds out fasteners are covered due to a re-roof, Impact will stop work and go over additional cost with homeowner.
- 5) Change orders: Once the job has been **processed** any change orders will be subject to a minimum cost of \$350.00. Customer shall pay these costs up at the time the Change Order is approved by Contractor.
- 6) Electrical: Electrical prices will always be given in **allowance** format unless otherwise stated. *An Allowance is an estimated cost of installation, anything over that amount will be charged additionally to homeowner, or anything under that amount will be reimbursed to homeowner.* Please be advised that Contractor is not a licensed electrician and makes no representation whatsoever to have knowledge of codes required to perform electrical work. Customers acknowledge wires may be surface mounted in conduit or moulding (exposed) especially if switches are wanted for lights or fans. Remote control fans are best.
- 7) Unforeseen: Contractor is not responsible for costs of unforeseen conditions of the property including, but not limited to, electrical wires (buried or otherwise), cable wires, or plumbing pipes.
- 8) Tree and Stump Removal: Is NOT included in this scope of work, and will halt work until removed.
- 9) Landscape: Contractor will make every reasonable effort to maintain the integrity of your yard but due to scope of work, weight of materials, and weather conditions there may be landscape damage. Landscaping & Grading is solely the responsibility of the homeowner and not included unless otherwise specified.
- 10) Existing foundations: Existing concrete foundations previously installed without permits may be deemed unsatisfactory by the county. They may require additional X Rays or a professional engineering verification by a licensed engineer. **Costs are not included.** Due to weather, age etc., concrete and/or pavers may not match.
- 11) Concrete & Pavers: If Impact Enclosures provides a footer or concrete slab, NO fill dirt is included inside footer area nor will the concrete be stuccoed, painted, or faced unless specified. Soil and weather conditions may result in cracking, checking, raising or settling of deck or walkway. When pouring new concrete next to existing concrete, there will be a difference in color. Pavers sealant is not included. If matching existing pavers due to weather, age, etc. pavers may not be an exact match. Any remaining materials are property of Impact Enclosures.
- 12) Paver Selection: Customer has 1 week from the time of acceptance to pick pavers otherwise it will directly affect **timeline and cost of this project due to rising tariffs.**
- 13) Tile: Quote includes Labor, thinset, and Grout only. (Tile material & Delivery not included) If homeowner adds their own tile it is suggested to use an anti-fracture membrane as concrete slabs will crack. We are not responsible for cracked tiles.
- 14) Termite Pretreat: Homeowner is responsible for cost of termite pre-treatment for deck.
- 15) HOA: Customer is responsible for HOA application if required and any applicable fees associated with the HOA.
- 16) Contracting with other trades: If work from another trade, not contracted by Impact Enclosures, was unpermitted, and deemed our responsibility by the county to rectify, additional charges will apply.
- 17) Tongue & Groove: If we find that additional framing is required when removing existing ceiling it is considered an unforeseen and will be considered a change order. We will ask for approval before proceeding any further.
- 18) Rescrews: Contractor will make every reasonable effort to replace screws but in the event they are too rusted to remove, we will add a fastener next to existing rusted fasteners.
- 19) When performing hand washing / pressure washing on dirty enclosures, it is understood aluminum will only look 65-70% of new.
- 20) Cleanliness: Contractor agrees to keep a clean jobsite. Customer agrees to clean up any pet waste, prepare a clean worksite, and cut back trees and bushes at least 2 feet from work space. If not complete, additional charges will apply.
- 21) Leftover Material: **ALL** remaining materials left at jobsite are property of Impact Enclosures.
- 22) Codes: Due to engineering/codes, enclosures will be 4" smaller on all sides and may require cable ties.
- 23) Motorized Screens: It's understood that the industry standard has some deflection or bowing of the weight bar across longer spans up to 3" at center. Screens will not be "DRUM TIGHT" like standard screens. There is some slack due to the adjustment of the track and may show ripples in the downward position. The screen does not fully retract into the head unit per manufacturer specs and the weight bar or brushes will hang 6" below unit itself.
 - a. _____ It is understood that dirty tracks should be cleaned off with denatured alcohol periodically and lubricated with McLube otherwise roll downs will stop working. If found to be the issue, dirty tracks are subject to service fee.
 - b. _____ It is understood using motorized screens in winds greater than _____ mph can cause screens to jam.
 - c. _____ Screen remotes are not a toy and should be kept away from children. Broken, blank, damaged, or unprogrammed remotes will be subject to a service fee.
 - d. _____ We advise that if you are having construction or deck work completed, cover tracks and motorized units while work is performed so dust doesn't ruin them.
- 24) Super Gutter: Super Gutter will only be installed the length of the enclosure unless otherwise specified on proposal. No adapter exists to merge a residential K gutter with a super gutter.

Accepted By: _____ Date _____

ON Time Guarantee & Expectations

1. Your scheduled time frame for your screen enclosure is 15-18 weeks out from the date **you signed the proposal**.

Stipulations

2. **Timelines:** Tentative start time is based on average workflow. It is understood all of these items can and will affect your timelines: Missing documents such as plot surveys, signatures, missing deposits, waiting on material selections, This is a team effort and we need your help.
3. Your proposed timelines begin on the date you sign your agreement, NOT the initial appointment date or the day an estimate is sent.
4. While we make every effort to begin work on our committed dates, we allow at least 3 weeks for unforeseen weather, shipping delays, inspection setbacks, third party contracts and other circumstances beyond our control. Impact crews are scheduled months in advance - if we encounter any delay, whatsoever, it can set us back multiple days to make up for lost time.
5. This time period includes both the County permitting and HOA application process. However, delayed approval dates from either source will affect your scheduled installation date. Our standard time frame for permitting at the county is up to 4 weeks. If it goes longer than that you will be hearing from us on whether or not your timelines have been affected.
6. Our time frames are based on the type of work we're performing. We have different prep times for: Re-screens, Lanais, Pergolas, Summer Kitchens, Glass Orders, Motorized Screens and all other Orders Requiring Permits.
7. **Multistage jobs.** The completion of one trade does not guarantee the immediate start of another. Though we try to schedule crews as close as possible, there will inevitably be downtime between phases. It may take up to 2-3 weeks between trades.
8. **Scope of work changes during project:** Adding additional work or revisions to original proposal can dramatically affect time frames. Going from an unpermitted job to a permitted job will *double or triple* that timeframe. Once an agreement has been signed, change orders are subject to a *minimum* \$300 administrative fee or more whether extra materials are ordered or not.
9. Our office will issue you tentative start dates via email once we receive your plot survey, deposit, and permit paperwork if required BUT NO DATES ARE CONFIRMED 100% UNTIL WE ARE APPROVED BY HOA or the COUNTY IF YOUR JOB REQUIRES A PERMIT.
10. **If we are NOT acting as the general contractor:**and are working as a trade partner we will do what we can to make sure to be ready by the timeline above. We will not, however, add your job to our schedule until previous trades are complete. For example: If you hired a pool company but hired us separately to build your enclosure we will not start or add your project to our schedule until the pool company is completely finished.
11. **Unforeseeable Circumstances/Act of God:** Contractor shall be excused for the period of any delay occasioned by circumstances beyond the control of Contractor including, but not limited to, Customer initiated or caused delays, workers or subcontractors labor strike or shortage, failure of Contractor's suppliers to deliver requested building materials, riots, acts of God including, but not limited to, fire, windstorm, flood, tornadoes, hurricanes, earthquakes, lightning, or other casualty. Contractor shall not be liable for any inconvenience or expense to Purchaser caused by events beyond Contractor's control or which are not reasonably able to be anticipated. The construction period shall also be extended by the cumulative number of days associated with modifications to the Contract Documents due to all Change Order(s) and delays associated with allowance items. Customer may not cancel this Agreement and is not entitled to any damages or reduction in Price if the intended construction or completion dates are delayed for any reason, including, but not limited to, delays resulting from any of the foregoing reasons and obtaining permits, HOA approvals, zoning variances and other governmental matters, or Owner financing.

I agree to these terms on this date and understand they will not change unless significant events beyond our control impact our production schedules:

Customer Signature

Date

Quality Guarantee

Quality Guarantee:

IMPACT shall monitor the Work by its employees and subcontractors (if any) and protect against any construction means, methods, techniques, sequences or procedures that are not in accordance with the Construction Agreement and all laws, regulations, building codes, and ordinances affecting the performance of the Work. If IMPACT's Work is performed in violation of laws, regulations, building codes, ordinances, etc., IMPACT shall be responsible for all damages and costs associated with such failure. IMPACT shall guarantee to Owner that all labor and materials shall be the best of their respective kinds in compliance with the drawings and specifications and IMPACT shall provide, at its expense, all tools, shop drawings, samples and permits necessary for the proper performance of the Work and pay all inspection fees, license fees and indemnify and hold Owner harmless from all damages, losses, and expense from any action or claims or suits of any kind for infringement of patents or any other proprietary right of a third party, unless arising from use of a material or system specified by Owner or architect (if any).

Communication Guarantee

Impact will keep homeowner abreast through following milestone updates:

Permitted Milestone updates to include:

Welcome email with permitting application, 3d design email, Engineering submitted email, pre-construction meeting update (if needed), Permit submitted email, permit approved email, Breaking Ground update, quality assurance check in, permit closed update.

Unpermitted Milestone updates include:

Welcome email, Breaking Ground update, quality assurance check in.

Sign

Date

Construction agreement

1. **Demo/ Unforeseen Conditions / Stop work order:** The Price of the project is based upon a reasonable estimate of the work to be performed by the Contractor to construct the desired structure or enclosure. Furthermore, the Price is based solely on the observations Contractor was able to make with the structure in its current condition at the time the Price was proposed to Customer. Unless otherwise stated herein, the Price does not include removing caulking, fixing stucco repair, painting, and repairing existing damage to brick or host structure. Additionally, if concealed conditions are discovered once work has commenced which were not available at the time the Price was proposed, including, but not limited to, additional required demolition, concealed wood damage to fascia/trusses, electrical or extensive internal adhesives, Contractor will stop work to show Customer the unforeseen concealed conditions so that Contractor and Customer can execute a Change Order to this Agreement which will compensate Contractor for the additional required work.
2. **Notice to Customer and Deposits:** Customer may cancel this Agreement within (3) business days by mailing or emailing a notice of termination to Contractor at the address provided in this agreement. The termination notice must indicate that the customer does not want the goods or service provided herein, and it must be postmarked or emailed by midnight on the third business day after the Date of Execution. If this Agreement is not canceled within this timeframe, then the initial Deposit shall be considered non refundable. **Deposit may cover such items as: Mobilization fees, office administrative and data processing fees, design fees, engineering fees, material take offs, special order items, material costs, courier services, and permitting costs.**
3. **Timely Access:** Customer shall provide reasonable and timely access to the property or premises of the job site so as not to delay Contractor's performance under the terms of this Agreement.
4. **Plan Approval:** Contractor shall obtain the necessary building permits and will supply 3-dimensional drawings of the new project for Customer if needed for presentation to a homeowner's association ("HOA"). Customer is responsible for any required HOA application and any applicable fees associated with the HOA. If any additional government approvals are required (i.e., zoning variances, elevation certificates, etc.), Customer will be responsible for all required costs. Customer will also be solely responsible for any consultant or attorney's fees associated with obtaining approvals. If it is disclosed after this Agreement is signed that the city, county, or state require certain setbacks to be enforced on Customer's property inhibiting construction of the enclosure or structure, the Initial Deposit shall be refunded to Customer less any cost incurred.
5. **Change Orders:** All modifications, alterations, deviations in, additions to, or omissions in the work or materials required under this Agreement must be authorized by a written Change Order signed by the Customer and is subject to final approval by Contractor. Should the requested **Change Order result in additional costs for the job to be performed, Customer shall pay these costs up front at the time the Change Order is approved by Contractor.** Once the job has been **processed** any change orders will be subject to a minimum cost of \$350.00.
6. **Termination of convenience:** The Contractor may, at any time, terminate the Contract for the Contractor's convenience and without cause. Upon receipt of notice from the Contractor of such termination for the Contractor's convenience, the Contractor shall protect and preserve the completed work for the benefit of the Owner. In case of such termination for the Contractor's convenience, the Owner shall pay the Contractor for work properly executed including overhead and profit. Upon such termination, the Contractor shall have no further obligation to perform work under the Contract and shall not be responsible for any damages of the Owner attributable to such termination.

Warranty

1. The specified workmanship is hereby warranted for a period of five (5) years from date structure is built **CONDITIONED** on the owner having fully complied with all terms hereof and having made full payment. It is limited to the original Customer. Any and all concrete specified shall be warranted for size, shape, thickness, and content of at least (2,500 psi).
2. **Service After Warranty:** All service, repairs, and/or materials provided after the warranty period shall be performed pursuant to a new agreement and/or at the then existing rates.
3. **NO WARRANTY** shall attach to any structure not paid for in its entirety including change orders or costs created by the actions or inactions of the owner.

Warranty Exclusions

Wood structures: Wood is a natural product. Damage caused by "natural weathering" of wood, including but not limited to raised grain, splitting, checking, twisting, warping, shrinkage, swelling or any other physical property of the wood including but not limited to knots. Surface mold and/or mildew fungi, fading color associated with "weathering" of the wood.

1. **Gutters:** Gutters must be kept clean. If they are clogged, composite and pan roofs may leak at all the seams and gutters will overflow. This is not included under warranty.
2. **Acts of God:** Warranty excludes acts of God (Lightning, Floods, Hail, Storms, Hurricanes), abuse, paint chipping, or fading defects caused by environmental or harsh chemicals. Warranty applies only to products supplied or fabricated and installed by Contractor and does not apply to any portion of the existing structure or building to which Contractor's products are attached. It is further agreed and understood that any and all water penetrating any portion of the existing or original building or structure and entering the work performed (enclosure or structure) is specifically not covered under this warranty and is not the responsibility of Contractor. Contractor's responsibility shall be only to remedy the defect, and Contractor shall not be held responsible for damages to Customer's personal property or the dwelling.
 - a. **Flooding:** The work to be performed is warranted against water intrusion except at ground level as a result of flooding or improper drainage (when the existing slab, foundation, or ground is inadequately sloped for drainage, or the area surrounding the described work is not properly sloped to promote drainage away from work.) Additional drainage may be required by Customer.
 - b. **Concrete, Pavers, Walkways, and Decks:** Soil and weather conditions may result in cracking, checking, raising or settling over time.
 - c. **Hiring or Supplying:** Should Customer provide (directly or indirectly other than through Contractor) any materials, supplies or services in connection with the work to be performed or select or make "special request" for components of construction from a supplier or subcontractor other than Contractor's customary supplier or subcontractor for any warranty matter or any other claim whatsoever with respect to said materials, supplies, services or component(s). Customer hereby releases Contractor from any and all liability whatsoever with respect to such matters.
 - d. **Date of Expiration:** Warranty repairs do not extend past the original completion date.

Sign _____

Date _____

Miscellaneous Provisions:

1. **Entire Agreement:** There are no other agreements, promises, or understandings between Contractor and Customer except as expressly set forth herein. No alterations or changes will be made to this Agreement except in writing and signed or initialed by the parties hereto.
2. **CONSTRUCTION DEFECTS:** ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.
3. **Attorney's Fees:** In connection with any litigation between Contractor and Customer involving default by Customer under this Agreement or otherwise involving a dispute about this Agreement or the goods and services furnished hereunder, Contractor shall be entitled to recover its costs and attorney's fees, including appeal fees.
4. **Worthless Checks:** In the event Customer issues a worthless check to Contractor for any of the work or payments described herein, which is dishonored for any reason, Customer shall pay an additional service charge to Contractor of the greater of \$35.00 or 5% of the face amount of each worthless or dishonored check. Additionally, Customer shall immediately replace said check with cash or certified funds.
5. **Unforeseen Conditions of Property:** Contractor is not responsible for unforeseen conditions of the property including, but not limited to, electrical wires (buried or otherwise), cable wires, plumbing pipes (pool pipes), sprinkler systems or heads, or tree stumps found underground when digging a footer, setting concrete screws for structure, or preparing a slab. As discussed in Section 1(d) herein, the removal of any unforeseen debris, rock, stump, et cetera beyond reasonable small size can potentially result in an additional Change Order. If Customer can pinpoint these items with wooden metal stakes in the ground, Contractor will take all reasonable precautions to avoid damage. When the footing and/or slab is completed and it becomes evident that it is necessary for electrical, plumbing, irrigation systems, or otherwise to be changed or updated to comply with municipal code, the cost for these required changes or upgrades will be the responsibility of the Customer.
6. **Leftover Materials:** Any remaining materials left at the job site are property of Contractor. This is not a time and material contract unless otherwise stated. Contractor is accountable for ordering too much or too little of its own product.
7. **Final Payment:** Final Payment is due upon substantial completion of project, In the event there are still pending inspections or small repair/punch-out items to be completed, the homeowner may retain or hold back \$500.00 until completed. A late fee of 3% will be incurred if not paid in full after 30 days from invoice date. An additional 3% fee will be added every 15 days until payment is made in full.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU ALREADY HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO PURCHASER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

Sign _____

Date _____

Paver Waiver / Selection Sheet

Name: Janice Rippon Paver Color _____
Address: 169 Rivermarsh Dr Paver Pattern _____
Ponte Vedra Beach FL 32082 Manufacturer _____

Pavers will be delivered as close to the install site as possible. Unless specified, pavers are delivered in the grass unless there is no other option but to deliver them on a driveway. This may cause the grass to flatten but with time and water it should grow back. Landscaping repair is not included by the contractor unless specified on proposal.

All Concrete Pavers are pre-manufactured, however, inconsistencies in color and texture are very common batch to batch, and are even seen within the same batches sometimes. Due to these conditions, deck paver extensions may not match your existing pavers. New Belgard/ Tremron pavers may not match the size or pattern of existing pavers installed.

The design of the decking area will strongly impact the number of cuts made to the individual pavers during the installation process. Free-form designs are always going to require that more individual pavers get cut during installation. Once a paver is cut, it will create a non-factory finished edge.

Timelines are tentative 14-18 weeks out, but due to paver availability, can change without notice. We urge you to pick readily available colors such as: Titanium/ Glacier, Aragon/Sand Dune, or Napoli/ Sierra. These colors are most common and similar in variation, but made by two different manufacturers, Belgard or Tremron. By agreeing to the color, this will allow us the option to order from either manufacturer, whichever one is more readily available. Impact Enclosures has no control over manufacturer timelines. Delivery and production is at the discretion of the manufacturer. If your timeline is affected we will notify you.

Should you choose a paver other than the readily available color/ colors above, you will be at the timeline mercy of the manufacturer. Should they hold up delivery, till after our timeframe quoted on proposal, due to rising material costs **additional costs will be incurred.**

Polymeric Sand: It is not standard for Impact Enclosures to use polymeric Sand, nor is it included. The main reason being Florida weather conditions aren't always conducive for installation.

Excess sand: You will have excess sand on your paver deck after installation. This is to give it time to settle within the joints. We recommend you don't clean it off. If it is bothersome you may gently sweep it.

Opened pavers pallets are homeowners to keep. Unopened pallets are property of Impact Enclosures. This is not a time and material contract unless otherwise stated. Contractor is accountable for ordering too much or too little of its own material.

Sealing pavers are not included by Impact Enclosures unless otherwise stated. Your pavers need the opportunity to release efflorescence to allow calcium carbonate (salt) to evaporate into the air. Sealing your pavers prior to, will trap it, causing white hazing effect. Should you want to seal your pavers, it's best to contact a paver sealant company.

When remodeling a paver deck, debris may end up in the pool. Impact will turn off the pool pump while working, and supply professional pool cleaning service, unless otherwise stated. We ask that the homeowner does not restart the pump until Impact agrees that the pool is cleaned properly and it's safe to do. This is to prevent damage to mechanical systems. Should homeowner restart the pool pump prematurely, before asking Impact, Impact is void of any damage caused by doing so.

Signature _____ Date _____



ATTACHMENT 2
DRAFT FINAL ORDERS
APPROVAL/DENIAL



ORDER
ST. JOHNS COUNTY, FLORIDA
PLANNING AND ZONING AGENCY

RE: Stephen Rippon
169 River Marsh Dr
Ponte Vedra Beach, FL 32082

FILE NUMBER: ZVAR 2023-31

LEGAL: Exhibit A

SITE PLAN: Exhibit B

PARCEL ID: 068811-0210

DATE OF HEARING: January 18, 2024

ORDER GRANTING ZONING VARIANCE REQUEST

The above referenced application for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive, came before the Planning & Zoning Agency for public hearing on January 18, 2024.

FINDINGS OF FACT

Having considered the application, along with supporting documents; the Staff report prepared by staff; statements by the applicant; and all evidence presented during public hearing, the Agency finds as follows:

1. The request for this Zoning Variance has been fully considered after public hearing with legal notice duly published as required by law.
2. The Variance request is in compliance with Article XII of the Land Development Code, defining a Zoning Variance. Substantial evidence has been submitted to support a special condition of the property, such that the literal enforcement of the code would produce a hardship as defined by the Code, or why denying the application would be contrary to the spirit and purpose of the Land Development Code.
3. The request is not contrary to the public interest and is not in conflict with surrounding development.

4. The request meets the criteria established by Section 10.04.02 of the Land Development Code.
5. The request is not in conflict with the Future Land Use Map designation of Residential-C.

NOW THEREFORE, based on the said Findings of Fact, the Agency hereby grants the request for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive, subject to the following conditions:

1. The Variance will be transferable and apply only to the proposed pool with enclosure as submitted for this approval. Should the property be conveyed, the requested relief will run with the property.
2. Approval of the Variance does not release the project from compliance with all relevant requirements of the St. Johns County Land Development Code, Comprehensive Plan, or any other Agency having jurisdiction.
3. Development of the Pool and Screen Enclosure shall be consistent with improvements depicted on the site plan labeled **Exhibit B** submitted by the applicant and made part of this Order.
4. The Variance shall commence within one (1) year of the signing of the Final Order. Failure to commence within the prescribed time shall render the Order invalid and all rights granted herein shall become null and void.
5. The approval requested within this application is limited to the requested relief from the specific provisions of the Land Development Code. Approval of this request shall not operate as approval or waiver of any other provision of the Land Development Code or Comprehensive Plan. Representations and depictions within application materials shall assist Staff in the recommendation and interpretation of the requested relief but shall not operate as approval of, or as a determination of compliance with, any other provision of the Land Development Code or Comprehensive Plan.
6. The application, supporting documents, conditions, and limitations offered within the application and at the public hearing by the applicant (or representative) will be incorporated herein and shall become part of the Final Order, except as may be modified by preceding conditions and limitations.
7. The applicant, at the public hearing, has stated no objections to the proposed conditions.

This decision may be appealed to the St. Johns County Board of County Commissioners within thirty (30) days of the signing of this Order, pursuant to Section 9.07.03 of the Land Development Code.

Deed Restrictions, if any, are not affected by the actions of the Agency or this Order.

All applicable state or federal permits must be obtained before commencement of the development. Issuance of a development permit or development order by a county does not in any way create any rights on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the county for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

DATED THIS _____ DAY OF _____, 2024.

PLANNING AND ZONING AGENCY OF ST. JOHNS COUNTY FLORIDA

Chair/Vice-Chair

The undersigned Clerk to the Planning and Zoning Agency of St. Johns County, Florida certifies that the above Order of the Planning and Zoning Agency is a true and correct rendition of the Order adopted by said Agency as the same appears in the record of the Planning and Zoning Agency minutes.

Clerk
Growth Management Department

Date Filed

Exhibit A

Legal Description

Lot 21, Shady Oaks at Ponte Vedra Beach, Phase II, according to Map thereof as recorded in Map Book 42, Pages 4 and 5, of the Public Records of St. Johns County, Florida.

Parcel Identification Number: 068811-0210

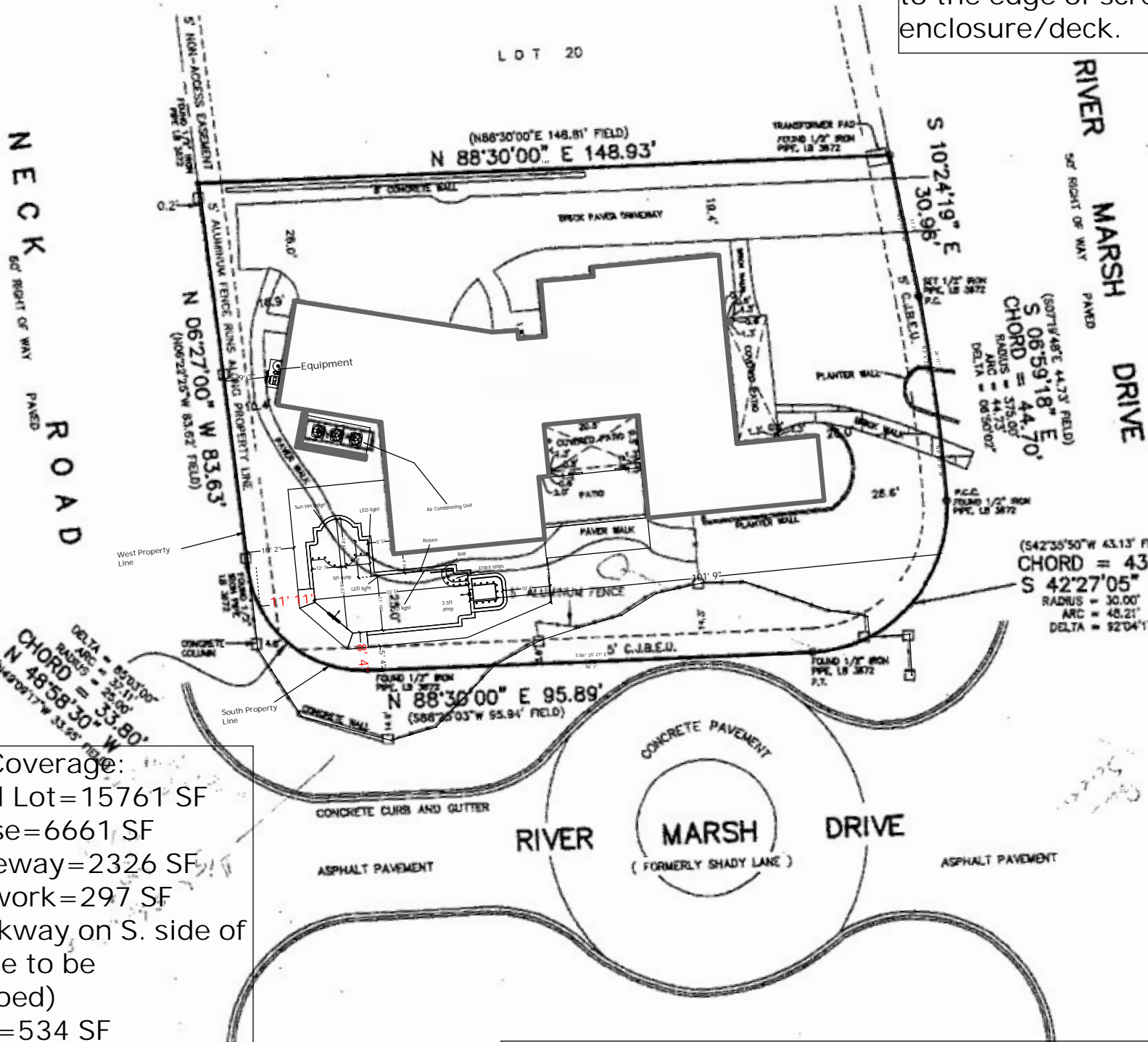
Address: 169 River Marsh Dr, Ponte Vedra Beach, FL 32082

MAP SHOWING SURVEY OF
 LOT 21, SHADY OAKS AT PONTE VEDRA BEACH, PHASE II
 AS RECORDED IN MAP BOOK 42, PAGES 4 AND 5 OF THE
 PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.

Exhibit B

Pool Deck to be 3"
 Below FFE of
 House

All Setbacks in Red are
 measured to the
 waters edge Setbacks
 in black are measured
 to the edge of screen
 enclosure/deck.



Lot Coverage:
 Total Lot=15761 SF
 House=6661 SF
 Driveway=2326 SF
 Flatwork=297 SF
 (walkway on S. side of
 house to be
 demoed)
 Pool=534 SF
 Pool Deck=758 SF
 ISR=67%

- NOTES:**
- < THIS IS A BOUNDARY SURVEY.
 - < BEARINGS ARE BASED ON THE NORTH LINE OF LOT 21 BEING NORTH 88°30'00" EAST AS PER PLAT.
 - < NO BUILDING RESTRICTION LINES AS PER PLAT.
 - < EASEMENTS AS PER PLAT.
 - < P.T. DENOTES POINT OF TANGENCY.
 - < P.C. DENOTES POINT OF CURVATURE.
 - < P.C.C. DENOTES POINT OF COMPOUND CURVATURE.
 - < C.J.B.E.U. DENOTES CITY OF JACKSONVILLE BEACH ELECTRIC UTILITY EASEMENT

- A. Erosion control such as silt fence shall be placed at the limits construction activities and/or property line.
- B. Excavated material shall be removed from the site.
- C. Existing/Engineered drainage patterns shall not be altered without authorization by the Engineer of Record or submission of revised engineered drainage plan (signed and sealed). If drainage patterns are altered or changed C.O. will not be issued until corrected per field staff.
- D. Drains will be directed away from adjacent lots (not out fall directly to shared property line).
- E. The applicant/owner/contractor shall immediately contact St Johns County lot grading staff should modifications to the plan be required based on actual field conditions.
- F. Retaining walls, roof gutters with underground drainage system may be required based on actual field conditions.
- G. Contractor to coordinate a lot grade inspection with County Staff prior to permit close out. Call 904-827-6842 and schedule a 904

THE PROPERTY DESCRIBED HEREON LIES IN FLOOD ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) AS WELL AS CAN BE DETERMINED FROM THE FLOOD INSURANCE RATE MAP No. 12109C0111J, REVISED DECEMBER 7, 2018 FOR ST. JOHNS COUNTY, FLORIDA.

THIS SURVEY WAS MADE FOR THE BENEFIT OF
 STEPHEN A. RIPON; JANICE HISLOP RIPON;
 VYSTAR CREDIT UNION; DALE G. WESTLING, SR.
 and WESTCOR LAND TITLE INSURANCE COMPANY

Donn W. Boatwright, P.S.M.
 FLORIDA LIC. SURVEYOR and MAPPER No. LS 3
 FLORIDA LIC. SURVEYING & MAPPING BUSINESS No. LB

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



ORDER
ST. JOHNS COUNTY, FLORIDA
PLANNING AND ZONING AGENCY

RE: Stephen Rippon
169 River Marsh Dr
Ponte Vedra Beach, FL 32082

FILE NUMBER: ZVAR 2023-31

LEGAL: Exhibit A

PARCEL ID: 068811-0210

DATE OF HEARING: January 18, 2024

ORDER DENYING ZONING VARIANCE REQUEST

The above referenced application for a Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive, came before the Planning & Zoning Agency for public hearing on January 18, 2024.

FINDINGS OF FACT

Having considered the application, along with supporting documents; the Staff report prepared by staff; statements by the applicant; and all evidence presented during public hearing, the Agency finds as follows:

1. The Variance request is not in compliance with Article XII of the Land Development Code, defining a Zoning Variance. Substantial evidence has not been submitted to support a hardship as defined by the Code.
2. The request is in contrary to the public interest and is in conflict with surrounding development.
3. The request does not meet the criteria established by Section 10.04.02 of the Land Development Code.
4. The request is in conflict with the Future Land Use Map designation of Residential-C.

NOW THEREFORE, based on the said Findings of Fact, the Agency hereby denies the Zoning Variance to Sections 2.02.04.A.3 and 2.02.04.B.8 of the Land Development Code to allow for a 2nd Front Yard setback of 5'4" for a screen enclosure and 8'4" for a swimming pool in lieu of the 20' requirement in Residential Single Family (RS-2) zoning, located at 169 River Marsh Drive.

This decision may be appealed to the St. Johns County Board of County Commissioners within thirty (30) days of the signing of this Order, pursuant to Section 9.07.03 of the Land Development Code.

Deed Restrictions, if any, are not affected by the actions of the Agency or this Order.

DATED THIS _____ DAY OF _____, 2024.

PLANNING AND ZONING AGENCY OF ST. JOHNS COUNTY FLORIDA

Chair/Vice-Chair

The undersigned Clerk to the Planning and Zoning Agency of St. Johns County, Florida certifies that the above Order of the Planning and Zoning Agency is a true and correct rendition of the Order adopted by said Agency as the same appears in the record of the Planning and Zoning Agency minutes.

Clerk
Growth Management Department

Date Filed

Exhibit A

Legal Description

Lot 21, Shady Oaks at Ponte Vedra Beach, Phase II, according to Map thereof as recorded in Map Book 42, Pages 4 and 5, of the Public Records of St. Johns County, Florida.

Parcel Identification Number: 068811-0210

Address: 169 River Marsh Dr, Ponte Vedra Beach, FL 32082