

**TOWN OF OCEAN RIDGE
BOARD OF ADJUSTMENT MEETING
AGENDA**



**November 20, 2024 at 9:00 AM
Town Hall - Meeting Chambers**

COMMISSION

Chair Bruce Hindin
Vice Chair Betty Bingham
Member Arthur Ziev
Member Victor Martel
Member Robert Sloat
Alt. Member Nicholas Arsali
Alt. Member John Lipscomb

ADMINISTRATION

Town Manager Lynne Ladner
Town Attorney Christy Goddeau
Town Clerk Kelly Avery
Building Official Mike Crisafulle
Town Planner Corvey O'Gorman
Town Engineer Tara Bamber

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

DISCUSSION / ACTION ITEMS

1. Approval of the Minutes of the October 16, 2024 meeting.
2. Approve the 2025 Meeting Dates
3. (CONTINUATION) An application submitted by Angel Darlene Johnston, as owner, for a parcel of property located at 26 Harbour Drive South, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article III, Supplemental Regulations, Section 64-41; Accessory uses, buildings and structures generally- to permit a sun trellis to be located 2'6" from the legal property line. The variance would allow for 2'6" setback for the sun trellis from the property line and a relief of 22'6" from 25' required setback. The property is located at 26 Harbour Drive South, property control number 46-43-45-27-09-000-0320 and legally described as RIDGE HARBOUR ESTATES LT 32.
4. An application submitted by Helen Asir, as owner, for a parcel of property located at 5920 N Ocean Blvd, Ocean Ridge, FL 33435, requesting a variance from the provisions of the Land Development Code, Chapter 67, Buildings & Building Regulations, Article III, Division I, variance from Section 67-37 Roof Systems, which section (b)(1) limits the second-floor tie beam height to 24', to allow a total height of 28'. The applicant is also requesting a 2' height variance to allow an increase in the usable flat roof area from 14' to 16' as required in Section 64-1(f)(3). The property is located at 5920 N Ocean Blvd, property control number 46-43-45-27-08-000-0453 and legally described as AMENDED PL OF BOYNTONS SUB N 110 FT OF S 210 FT OF MUCK LT 45 LYG W OF SR A1A

ADJOURNMENT

If a person decides to appeal any decision made by the Board of Adjustment with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons who need an accomodation in order to attend or participate in this meeting should contact the Town Clerk at 561-732-2635 at least 5 days prior to the meeting in order to request such assistance. Please take notice that one or more Town Commissioners may be present at any board or commission meeting of the Town of Ocean Ridge.

The Town of Ocean Ridge is holding all meetings in-person, with an additional option of listening to the audio live. Any person wishing to listen to the audio live can access the feed on the date and time of the meeting by dialing +1 (646) 749-3122 and using 284-378-493 as the access code. You may join from your computer, tablet or smartphone. <https://meet.goto.com/284378493>

Notice: The public may view the hard copy of the meeting materials at Town Hall before the meeting.

BOARD OF ADJUSTMENT MEETING MINUTES
OCTOBER 16, 2024

CALL TO ORDER

The meeting was called to order by Vice Chair Bingham at 9:00 a.m.

ROLL CALL

Town Clerk Avery led the roll call, which was answered by the following:

Chair Bruce Hindin	Absent
Vice Chair Betty Bingham	Present
Member Arthur Ziev	Present
Member Victor Martel	Absent
Member Robert Sloat	Present
Alt. Member Nicholas Arsali	Present
Alt. Member Joh Lipscomb	Absent

Chair Hindin, Member Martel, and Alternate Member Lipscomb were absent with notice.

PLEDGE OF ALLEGIANCE

Vice Chair Bingham led the pledge of allegiance.

DISCUSSION/ACTION ITEMS

1. Approval of the Minutes of April 17, 2024, May 17, 2023, and the April 19, 2023, Meetings.

Member Ziev moved to adopt the minutes of April 17, 2024, May 17, 2023, and April 19, 2023, with the suggested changes to the April 17, 2024, minutes; seconded by Member Ziev.
Motion carried 4-0.

2. Selection of Chair & Vice Chair

Town Clerk Avery explained the voting procedure. She handed out the ballots for the selection of the Chair. The results of the ballot showed Bruce Hindin was selected as Chair.

Town Clerk Avery handed out the ballots for the selection of the Vice Chair. The results of the ballot showed Betty Bingham was selected as Vice Chair.

3. An application submitted by Angel Darlene Johnston, as owner, for a parcel of property located at 26 Harbour Drive South, Ocean buildings, 33435, requesting a variance from the provisions of the Land Development Code, Chapter 64, Zoning, Article III, Supplemental Regulations, Section 64-41; Accessory uses, buildings and structures generally – to permit a sun trellis to be located 2’6” from the legal property line. The variance would allow for 2’6” setback for the sun trellis from the property line and a relief of 22’6” from 25’ required setback. The property is located at 26 Harbour Drive South, property control number 46-43-45-27-09-000-0320 and legally described as RIDGE HARBOUR ESTATES LT 32 (exact legal description located at Town Hall).

Town Attorney Goddeau presented a slide presentation of the Board's rules of order and procedure and gave a refresher update on how quasi-judicial hearings were to be conducted.

Vice Chair Bingham explained that this is a quasi-judicial hearing and asked if any board members had

BOARD OF ADJUSTMENT MEETING MINUTES
OCTOBER 16, 2024

any ex-parte communications with the applicant, owner, or builder. Member Sloat stated that he drove by the property. Member Arsali had none. Member Ziev stated that he viewed the property on Google Earth, and Member Bingham stated that she drove by the vacant lot, and viewed the property, canals, and other property yards.

Town Clerk Avery swore in those who wished to give testimony.

Town Planner O’Gorman gave his report with an explanation of the item. He recommended that the Board take into consideration the staff conditions.

Darlene Johnston, the owner, explained the variance request.

Bob McCallister, Palm Beach Pergola, explained the purpose of the removal of the deck.

There was a discussion regarding the proposed post used on the seawall, footer, setbacks, and the previous variance request.

Town Attorney Goddeau mentioned that the seawall is considered an accessory to the primary use of a property and must be constructed on a property line. More discussion ensued regarding the reasoning for the structure.

Member Ziev reiterated that the previous variance was granted to extend the balcony, it was unrelated to the trellis.

There was further discussion regarding the approval of the variance request.

Vice Chair Bingham opened the floor for public comment.

Terry Brown – thanked the Town Attorney for her presentation and spoke on the variance request.

Vice Chair Bingham closed the floor for public comment and asked for the Commissioner’s discussion.

The Board discussed rules, guidelines, and the setback requirements for the posts.

Zoning Official Palacios stated that the Building Official may require a letter from the engineer stating that the integrity of the seawall would not be compromised. He added the permit would be issued upon the Building Official's approval.

The board discussed approving or denying the variance.

Town Attorney Goddeau suggested that the board take into consideration the criteria and if there was a hardship.

Member Ziev moved to continue the variance request to the November 20, 2024, hearing and staff check into screen enclosures that are within 25 ft setback.; seconded by Member Sloat. Motion carried 4-0.

ADJOURNMENT

Member Ziev moved to adjourn the meeting at 10:33 a.m.; seconded by Member Sloat. Motion carried 4-0.

BOARD OF ADJUSTMENT MEETING MINUTES
OCTOBER 16, 2024

Minutes prepared by Deputy Town Clerk Pinder and adopted by the Board of Adjustment on November 20, 2024.

Betty Bingham, Vice Chair

ATTEST:

Kelly Avery, Town Clerk

DRAFT

Agenda: Wednesday, November 20, 2024
Memo: Item #2.

Town of Ocean Ridge, Florida
Town Commission Agenda Memorandum
Kelly Avery, Town Clerk

Subject: Approve the 2025 Meeting Dates

Board of Adjustment:

The Board of Adjustment meets on the 3rd Wednesday of every month on an as-needed basis. Please also consider if you want to have a month off during the summer months. In the past, August has been the date that is typically the one that we cancel. The Board meets at 9 a.m. in the Chambers and the dates are listed below:

January 15, 2025	July 16, 2025
February 19, 2025	August 20, 2025
March 19, 2025	September 17, 2025
April 16, 2025	October 15, 2025
May 21, 2025	November 19, 2025
June 18, 2025	December 17, 2025

Staff recommends approval of the 2025 meeting dates.

Suggested Motion: I move to approve the 2025 meeting dates.

Respectfully,
Kelly Avery, Town Clerk

Town of Ocean Ridge, Florida
Board of Adjustment Agenda Memorandum

To:	Board of Adjustment Members
From:	Corey O’Gorman, Town Planner
Meeting Date:	November 20, 2024
Subject:	26 Harbour Dr. South – Variance Application

1. PETITION DESCRIPTION

APPLICANT: Angel Darlene Johnston

OWNER: Angel Darlene Johnston

ADDRESS: 26 Harbour Drive S. Ocean Ridge, Florida 33435

ZONING DISTRICT: RSF

REQUEST: The applicant is requesting a variance from Section 64-41 Accessory Structures referencing 64-1(j)(2) setbacks in an RSF Zoning District to allow a sun trellis to extend 22’6” into the 25’ rear yard setback and located 2’ 6” from the rear property line.

2. BACKGROUND

On November 17, 2021, the Board of Adjustment approved a variance to allow for construction of a sun trellis to be located 7’ 3” from the rear property line allowing an extension of 17’9” into the 25’ rear yard setback. The variance was approved with the condition that it only applies to the current home, the structure installed can be repaired or replaced for the same but cannot be reconfigured. Subsequently the applicant submitted application for permit, however delays obtaining engineering information caused the variance to expire. On May 17, 2023 the Board of Adjustment approved an identical variance to reinstate the prior approval, along with a variance for a 2’ encroachment for a second-floor balcony.

On October 16, 2024 the Board of Adjustment heard a request for variance to allow the support posts for the sun trellis to be located 2’ 6” from the rear property line (see Exhibit “B” Variance Application). The Board considered the application and tabled the decision to the November 20, 2024 meeting pending receipt of additional information from the applicant.

Town of Ocean Ridge, Florida
Board of Adjustment Agenda Memorandum

To: Board of Adjustment Members
From: Corey O’Gorman, Town Planner
Meeting Date: October 16, 2024
Subject: 26 Harbour Dr. South – Variance Application

1. PETITION DESCRIPTION

APPLICANT: Angel Darlene Johnston
OWNER: Angel Darlene Johnston
ADDRESS: 26 Harbour Drive S. Ocean Ridge, Florida 33435

ZONING DISTRICT: RSF

REQUEST: The applicant is requesting a variance from Section 64-41 Accessory Structures referencing 64-1(j)(2) setbacks in an RSF Zoning District to allow a sun trellis to extend 22’6” into the 25’ rear yard setback and located 2’ 6” from the rear property line.

2. BACKGROUND

On November 17, 2021, the Board of Adjustment approved a variance to allow for construction of a sun trellis to be located 7’ 3” from the rear property line allowing an extension of 17’9” into the 25’ rear yard setback. The variance was approved with the condition that it only applies to the current home, the structure installed can be repaired or replaced for the same but cannot be reconfigured. Subsequently the applicant submitted application for permit, however delays obtaining engineering information caused the variance to expire. On May 17, 2023 the Board of Adjustment approved an identical variance to reinstate the prior approval, along with a variance for a 2’ encroachment for a second-floor balcony (see Exhibit “A” Order of the Board of Adjustment).

Subsequently, the applicant applied for and received a permit to construct the sun trellis and during construction a conflict with existing improvements was discovered making it impractical to install the support posts for the sun trellis where proposed. This conflict requires that the support post be shifted further into the setback area due to other conflicts closer to the house. In addition, the support posts were located as close to the home as possible to meet structural engineering and code requirements. This application requests additional setback variance to allow the support posts for the sun trellis to be located 2’ 6” from the rear property line (see Exhibit “B” Variance

Application). Because the Town Code requires accessory structures such as the sun trellis structure to meet all setbacks and the rear of the main structure is located very close to the rear setback, there is no space for the sun trellis on the property without approval of a variance (see Exhibit "C" Plan View).

3. STAFF ANALYSIS.

Section 63-73 of the Town Code states that "when literal or strict enforcement of the provisions of the land development code would cause unusual, exceptional or unnecessary difficulties or undue hardship or injustice because of the size of the tract to be subdivided, its topography, the condition or nature of adjoining areas or the existence of other unusual physical conditions, the board may vary or modify the requirements set forth herein after receiving and reviewing the report of the administrative official. No variance shall be granted if it has the effect of nullifying the intent and purposes of the land development code. In granting variances, the board may require such conditions as well secure the objectives of the land development code."

Section 63-73.a. states that "variances will not be processed unless a written application on forms prescribed by the department and a fee have been submitted to the administrative official demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands within the zoning district; and
2. That a literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district; and
3. That the special conditions and circumstances do not result from the action of the applicant; and
4. That the granting of the variances requested will not confer on the applicant any special privilege that is denied to other lands within the zoning district."

The Town of Ocean Ridge Land Development Code Variance Application requires that the applicant provide a statement of reasons or basis for the variance requested and specifies that the statement must address items "a" through "g". Below is a listing of those items "a" through "g" and attached to the application is "Exhibit D" in which the applicant's addresses the items noted above.

Section 63-73.b. of the Town code enables the Board of Adjustments to approve a variance provided the requirements of that code section are met, that the reasons set forth in the application justify the granting of the variance, and subject to the criteria listed below. Staff review of the criteria relative to each variance is provided below.

- a. That special conditions and circumstances existing which are peculiar to the land involved and which are not applicable to other lands within the zoning district;

Response: When the existing single-family home was constructed in 1997 it was setback 53' from the front property line leaving a rather large front yard area but

a very little rear yard space. In doing so, there is only 3' of space on the rear of the home to provide a second-floor balcony, and no space to add outdoor covered areas such as the proposed sun trellis. In addition, the location of the existing swimming pool and deck area requires shifting of the support posts.

- b. That the special conditions and circumstances do not result from the action of the applicant;

Response: The special conditions and circumstances are the result of the layout of the house and swimming pool on the lot both of which were constructed in 1997 by Burdge Contracting.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.

Response: Most homes in this zoning district are designed to meet the front yard setback and are designed to provide space in the rear yard for outdoor spaces which comply with the setback. Granting the variance would enable the sun trellis to be generally consistent with similar spaces on other homes in this zoning district.

- d. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district.

Response: Most homes in this zoning district are designed to meet the front yard setback and are designed to provide ample space in the rear yard for outdoor spaces and balconies. Literal interpretation would prevent the modest extension of the sun trellis support structure enabling outdoor shade areas similar to other homes in the same zoning district.

- e. That the variance granted is the minimum variance that would make possible the reasonable use of the land, building or structure.

Response: The variance request for the sun trellis support posts is 22'6" and due to the location of other site improvements and structural design of the trellis is the minimum needed for the construction of the structure.

- f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.

Response: If the variance were granted there would remain a 2' 6" setback from the support post of the sun trellis to the property line, and the sun trellis structure is completely open on the sides with a louvered roof area limiting its purpose to provide shade and not encroaching on any neighboring properties.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response: Extension of the sun trellis would not create any potential to be injurious to the area.

4. BOARD ACTION.

Section 63-73.b. states that "to approve a variance the board shall find following:

1. That the requirements of this section have been met; and,
2. That the reasons set forth in the application justify the granting of the variance; and,
3. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district; and,
4. That special conditions and circumstances do not result from the actions of the applicant; and,
5. That granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district; and,
6. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this land development code; and,
7. That literal interpretation of the provisions of this land development code would work unnecessary and undue hardship on the applicant; and,
8. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and,
9. That the grant of the variance will be in harmony with the general intent and purpose of the land development code; and,
10. That such variance will not be injurious to the surrounding area and would not impair desirable general development of the neighborhood or the community as proposed in the comprehensive plan, or otherwise detrimental to the public welfare."

In addition to the above, Section 63-73 provides the following requirements for the Board of Adjustment when considering an application for variance:

1. Financial hardship is not to be considered alone as sufficient evidence of a hardship in the grant of a variance.
2. Under no circumstances, except as permitted in this section, shall the board of adjustment grant a variance to permit a use not generally permitted in the zoning district involved, or on the grounds of nonconforming or grandfathered use of neighboring lands, structures or buildings in the zoning district or of pre-existing conditions or neighboring lands which are contrary to the land development code.
3. In granting any variance the board may prescribe conditions and safeguards in conformance with the land development code. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this land development code.

4. The board of adjustment may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed, or both. Unless a specific time limit is prescribed by the board of adjustment, a variance granted under the provisions of this land development code shall automatically lapse if building construction, in accordance with the plans for which such variance was granted, has not been initiated within six months from the date of granting of such variance by the board or, if judicial proceedings to review the board's decision are instituted, from the date of entry of the final order in such proceedings, including all appeals. The town manager is authorized to approve one automatic six-month extension of time to commence construction pursuant to a variance. Any request for additional time shall be presented to the board of adjustment.
5. Any variance granted by the board shall be noted in its official minutes along with the reasons which justify the granting thereof and required conditions and safeguards.

5. STAFF RECOMMENDATION

Town Staff recommends that the Board of Adjustments consider the information supplied by the applicant, this report, testimony at the hearing, and other relevant information to make its decision.

TOWN OF OCEAN RIDGE**6450 NORTH OCEAN BOULEVARD
OCEAN RIDGE, FLORIDA 33435**www.oceanridgeflorida.com
(561) 732-2635 ♦ FAX (561) 737-8359**LYNNE LADNER
TOWN MANAGER &
FINANCE DIRECTOR****KELLY AVERY
TOWN CLERK****MAYOR
GEOFF PUGH****VICE MAYOR
STEVE COZ****COMMISSIONERS
CAROLYN CASSIDY
PHILIP BESLER
KENNETH KALEEL**Angel Darlene Johnston
26 Harbour Drive South
Ocean Ridge, FL 33435

RE: Request for Variance at 26 Harbour Drive South to permit a sun trellis to be located 7' 3" from the legal property line and to permit the extension of the second-floor balcony by 2'.

Dear Ms. Johnston,

Enclosed is the Town of Ocean Ridge Development Order for the above referenced variance request granted on May 17, 2023 by the Board of Adjustment. Since the Board of Adjustment did not set a specific time limit for construction, the variance granted shall automatically lapse if construction of the project for which such variance was granted has not been initiated within six months from May 17, 2023. See Section 63-73(3)(f) of the Town Code of Ordinances. The Town Manager may approve one automatic six-month extension of time to commence construction based upon a variance.

Any development order issued by the Town of Ocean Ridge is contingent on the applicant meeting all applicable requirements of the State of Florida, Palm Beach County, and the Town of Ocean Ridge in the applicant's building permit submittal, which will be reviewed by the Building, Zoning, and Engineering Departments of the Town of Ocean Ridge. Any questions in regards to building permit submittal, please contact Lindsay Winters, Building Clerk, at 561-732-2635 or via email at Lwinters@oceanridgeflorida.com.

Important: *If your building permit submittal includes any changes to your variance approval, please contact Town staff. All modifications to the variance approval must be evaluated by Town staff and processed accordingly. If a modification is substantial, the building permit submittal may need to be re-reviewed by the Board of Adjustment, as determined by the Building Official or Zoning Official. Finally, a copy of this transmittal letter and the attached Development Order must be presented with your building permit submittal.*

If you have any questions, please do not hesitate to contact Kelly Avery, Town Clerk, at 561-732-2635 or kavery@oceanridgeflorida.com.

Sincerely,

Kelly Avery, Town Clerk

**ORDER OF THE BOARD OF ADJUSTMENT
OF THE TOWN OF OCEAN RIDGE, FLORIDA**

PROJECT NAME: 26 Harbour Drive South

APPLICANT/CONTACT: Angel Darlene Johnstone

LOCATION OF PROPERTY: 26 Harbour Drive South, Ocean Ridge, FL 33435

PCN: 46-43-45-27-09-000-0320

DATE OF HEARING: May 17, 2023

APPROVAL SOUGHT: Requesting a variance from Section 64-1(j)(2), 64-57 and 67-36 to allow an existing second-floor balcony to extend 2' into the 25' rear yard setback, and a sun trellis to extend 17'9" into the 25' rear yard setback.

THIS MATTER came to be heard before the Board of Adjustment of the Town of Ocean Ridge, Florida, on the date of hearing stated above. The Board, having considered the Applicant's application and materials submitted, having reviewed the staff report, and having heard testimony from the Applicant, members of Town staff, consultants and the public, hereby finds as follows:

1. Application for the Variance Request was made by the Applicant in a manner consistent with the requirements of the Town's Land Development Regulations.
2. The request for a variance must meet all of the criteria as set forth in section 63-73 of the Town's Code of Ordinances before relief can be granted. The Board determined that:
 - A. Special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands within the zoning district. This criterion HAS been met.
 - B. A literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district. This criterion HAS been met.
 - C. The special conditions and circumstances do not result from the action of the applicant. This criterion HAS been met.
 - D. The granting of the variance requested will not confer on the applicant any special privilege that is denied to other lands within the zoning district. This criterion HAS been met.
3. The Applicant's variance request is hereby **GRANTED** subject to the following conditions:
 - a. Approval is subject to the plans for the second-floor balcony meeting all structural, electrical, and applicable laws for weight bearing.
 - b. The variance will run exclusively with the structure of the single-family.

**ORDER OF THE BOARD OF ADJUSTMENT
OF THE TOWN OF OCEAN RIDGE, FLORIDA**

- c. The variance approval is limited to the proposed structure referred to as “sun trellis” with the dimensions, materials, and configuration to match the variance application. The proposed structure cannot be enclosed or reconfigured or any additional items added.
 - d. The structure can be repaired or replaced for the same.
4. This Order is effective June 14, 2023.

For the Board of Adjustment



Kelly Avery, Town Clerk

DATE: ____6/14/23____



LAND DEVELOPMENT CODE VARIANCE APPLICATION

The completed application must be filed at least **forty-five (45) days** prior to the date of the Commission/Board meeting at which the application is to be considered. Please contact the Town Hall for any questions, and to schedule the required pre-application meeting.

The undersigned applicant(s) hereby petitions the Town of Ocean Ridge Board of Adjustment to call a public hearing(s) after due public notice, the cost of which is hereby assumed by the undersigned for the purpose of considering a variance to the Town's Land Development Code, as described herein.

APPLICANT(S) NAME: Angel Darlene Johnston
 PROPERTY ADDRESS: 26 HARBOUR Drive South, Ocean Ridge, FL 33435
 EMAIL ADDRESS: darCAR@9650@gmail.com
 PHONE: 561.523.8939

INSTRUCTIONS FOR COMPLETION OF APPLICATION

1. All properties within a single application must be contiguous (immediately adjacent) to one another, and the Administrative Official may require more than one (1) application if the property concerned contains more than five (5) acres, or the fee paid for one (1) application would not equal the cost of processing the same.
2. No variance application shall be accepted by the Administrative Official for filing unless it is presented on the official forms provided by the town, and is filed with **an original plus seven (7) copies, including all exhibits as listed below, for a total submission of eight (8) packets.**
We will also need a digital copy of the entire packet either emailed or on a flash drive.
3. Before any application is submitted, the applicant is required to schedule a pre-application meeting. The fee for this meeting will be \$250 that will be reduced from the \$1,500 variance fee, if the applicant chooses to apply afterwards.
4. Before any application is deemed "filed", it must be complete (with all required information as stated below), and the **filing fee of \$1,500.00** (non-refundable) must be received by the Town Staff.
5. An application is complete only when it is executed in affidavit form (sworn) by:
 - a. the owner or owners of at least seventy-five (75%) per cent of the property described in the application; or
 - b. the tenant or tenants, with the owners' written (sworn) consent; or
 - c. the duly authorized agent(s), with the owners' power of attorney (not including members of the Florida Bar); or
 - d. the contract purchasers, with the filing of a copy of the Contract of Sale and Purchase; or
 - c. the Administrative Official; or
 - d. any person aggrieved by a development order or requirement.



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

NATURE OF THE REQUEST FOR VARIANCE

64-1
67-36
Section 64-57 of the Town of Ocean Ridge, Land Development Code requires _____
A revision of existing variance.

The applicant requests a variance to permit: A revision of existing variance.
to mount the last 2'6" from property line.

DESCRIPTION OF PROPERTY

A copy of the latest recorded deed is attached hereto as **Exhibit A**. The Property Control No. 46-43-45-27-09-000-0320 and the subject property is located approximately 400 feet from the intersection of A1A and Harbour Dr S., on the (north) east, south, west) side of _____ Street.

JUSTIFICATION OF VARIANCE

1. Section 63-34 of the Town of Ocean Ridge Land Development Code requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Sections 63-2 and 63-34 of the Code, and should be attached and marked as **Exhibit B**. The statement must include comments on each of the following individually, marked "a" through "g" as listed below:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.
- b. That the special conditions and circumstances do not result from the actions of the applicant.
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.
- d. That literal interpretation of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Ordinance and would work unnecessary and undue hardship on the applicant.
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.
- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

TOWN OF OCEAN RIDGE

6450 N. Ocean Blvd., Ocean Ridge, FL 33435
561.732.2635 Main ♦ permits@oceanridgeflorida.com ♦ www.oceanridgeflorida.com



THE FOLLOWING REQUIRED GRAPHIC INFORMATION SHALL BE ATTACHED TO THIS APPLICATION, AND MARKED AS REQUIRED

1. **Exhibit C:** Surveys submitted must be sealed by a Land Surveyor licensed by the State of Florida at a scale prescribed by the Town containing the following:
 - a. An accurate legal description of the property.
 - b. A computation of the size of the tract to the nearest one-tenth (1/10) of an acre.
 - c. The survey must have been prepared for the current property owner, contract purchaser, or owners' agent or attorney, and regardless of when prepared, must contain all updated information such as latter property revisions including but not limited to fencing, walls, structures, driveways or walkways.
2. **Exhibit D:** The location of the subject parcel plotted by an engineer or surveyor registered in the State of Florida on a copy of the official's zoning map of the Town or a reasonable facsimile thereof.
3. **Exhibit E:** A property owners' location drawing showing all property owner's information required below and their relation to the subject parcel:
4. **Exhibit F:** A complete list of all property owners, mailing addresses, one (1) set of mailing labels, and legal descriptions of all property within three hundred (300) feet of the subject parcel as recorded as prepared by the Palm Beach County Property Appraiser's office. Postage paid envelopes need to be provided as well.
5. **Exhibit G:** A statement of the applicant's equitable or title interest in the property, accompanied by one of the following:
 - a. If joint and several ownership, a written consent by all owners of a record, or
 - b. if a contract purchaser, a copy of the Contract for Sale and Purchase, plus the written consent of the owners, or
 - c. If an authorized agent, a copy of the Agency Agreement, or Power of Attorney giving the consent of the owners, or
 - d. If a lessee, a copy of the lease agreement and written consent of the owners, or
 - e. If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that said person has the authority to represent the corporation or other business entity, or
 - f. If more than one owner, the title owners of a least seventy-five (75) percent of the property described in the application must provide written consent.
6. **Exhibit H:** Each application for variance shall include the following information to be shown on a Site Plan of the property:

TOWN OF OCEAN RIDGE

6450 N. Ocean Blvd., Ocean Ridge, FL 33435

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- a. The exact location of all structures on the property, showing distance from the property line(s) and other structures.
- b. The exact location of the property related to the public street or easement on which the property fronts.
- c. The exact location of driveways and fences of the subject property.
- d. An accurate indication of what and where the variance is as it relates to the existing structures on the property and to the nearest property or properties which the relief sought would affect.
- e. All pertinent information, such as drawings of details, landscaping, detailed measurements, parking, public and private utilities, and other information designed to provide a factual basis for the consideration of the variance shall be included on the Site Plan.
- f. Plans for Multiple Dwelling Units **are to be reviewed for off-street parking and landscaping by the Administrative Official prior** to filing an Application for Variance.

OFFICIAL FILING FEE

1. The Official Filing fee for each request for variance or appeal shall be fifteen hundred (\$1,500.00) dollars. **This fee is non-refundable.**
2. Should there be expenses over and above the fifteen hundred dollar (\$1,500.00) fee, the Applicant shall remit the balance to the Town upon being notified of the amount due, and prior to public hearing on the application.
3. Payment may be made only in U.S. Currency, cashier's, personal, or business check on a U. S. bank. All checks shall be made payable to the "Town of Ocean Ridge". The issuance of a non-collectable check shall be subject to an additional administrative fee of one hundred (\$100.00) dollars. Checks issued on non-sufficient funds ("NSF") or closed accounts shall be prosecuted as provided by law.

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APPEAL ADDENDUM

In addition to other forms and requirements, the filing of an Appeal from the decision of the Administrative Official requires a detailed description of the basis for the challenge to such decision. The Applicant shall provide complete facts and circumstances which the Applicant believes constitute a violation of the Town's Land Development Code (LDC), and a clear description of the LDC section(s) which are alleged to have been violated.

The information provided shall be used by the Board of Adjustment in determining probable cause to believe the Administrative Official's decision in the matter described. The Board of Adjustment shall make an initial determination regarding probable cause. If a finding of "no probable cause" is determined, the hearing shall thereafter be adjourned, and the aggrieved party shall have a further right to file a Petition for Writ of Certiorari with the Circuit Court, in and for Palm Beach County, Florida.

If "probable cause" is found by the Board of Adjustment, the appellant shall immediately bring his/her case forward. While deemed an "appeal", the hearing before the Board of Adjustment shall be a quasi-judicial, evidentiary hearing, with the right to present and confront all evidence and witnesses. The Board shall observe fundamental due process requirements, including notice and the right to be heard. However, the Florida Rules of Evidence and Rules of Civil or Appellate Procedure shall not be so strictly enforced as to prohibit relevant hearsay or other relevant information coming before the Board. The appellant and the Administrative Official shall each have one half (1/2) hour within which to present their respective cases, unless otherwise determined by the Board. The Board shall thereafter be free to question either party and shall decide the matter after making "findings of fact" and "determination of law". Any decision of the Board of Adjustment shall be appealed, if at all, within thirty (30) days of being rendered, in writing, as provided by law and Rules of Appellate Procedure.

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APPLICANT'S CERTIFICATION

STATE OF FLORIDA

COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) understand and will comply with the provisions of the Town of Ocean Ridge Land Development Code, and in particular Sections 63-73 and 63-34 (only if a variance is requested). The undersigned further certifies the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

Danielle Buzetta
(Witness)

D Johnson
(SIGNATURE OF APPLICANT(S))

Danielle Buzetta

Angel Darlene Johnston (Witness)
(Type/Print Name of Applicant(s))

APPLICANT IS:

☒ Owner

26 Harbour Dr. South
(Street Address)

☐ Contract Purchaser

Ocean Ridge, FL 33435
(City and State)

☐ Other

(explain)

561.523.8939
(Telephone/Fax Numbers)

NAME OF OWNER(S)

IF OTHER THAN APPLICANT(S):

(Mailing Address)

(Email Address)

SWORN TO AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL ☒ PRESENCE OR ☐ ONLINE NOTARIZATION ON THIS 9th DAY OF August, 2024.

Susan Ammons-Tate
Notary Public, State of Florida - At Large
My Commission Expires: 6-7-2025



☐ Personally Known or ☒ Type of Identification Produced: FLDL

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APPLICANT'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

Danielle Buzzetta
(Witness)

D. Johnson
(SIGNATURE OF APPLICANT(S))

Danielle Buzzetta

Angel Darlene Johnston (Witness)
(Type/Print Name of Applicant(s))

SWORN TO AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL ☒ PRESENCE OR ☐
ONLINE NOTARIZATION ON THIS 9th DAY OF August, 2024.

Susan Ammons-Tate
Notary Public, State of Florida - At Large
My Commission Expires:

(Seal)



6-7-2025

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TOWN OF OCEAN RIDGE, FLORIDA FOR OFFICIAL TOWN USE ONLY

DATE OF OFFICIAL ACCEPTANCE: _____ OFFICIAL FILE NUMBER: _____

DATE OF AGENDA CERTIFICATION: _____ LAND USE DISTRICT: _____

FILING FEE PAID: _____ ADVERTISING FEE (AMOUNT PAID): _____

BY: _____

ADMINISTRATIVE COMMENTS

Type of Variance/Appeal:

Size of Parcel: _____ sq. feet Dimensions of Lot

Comments or Recommendation:

TOWN MANAGER
ADMINISTRATIVE OFFICIAL

BOARD OF ADJUSTMENT ACTION

PUBLIC HEARING DATE:

CONTINUANCES GRANTED:

FINAL ACTION TAKEN:

TOWN OF OCEAN RIDGE

6450 N. Ocean Blvd., Ocean Ridge, FL 33435

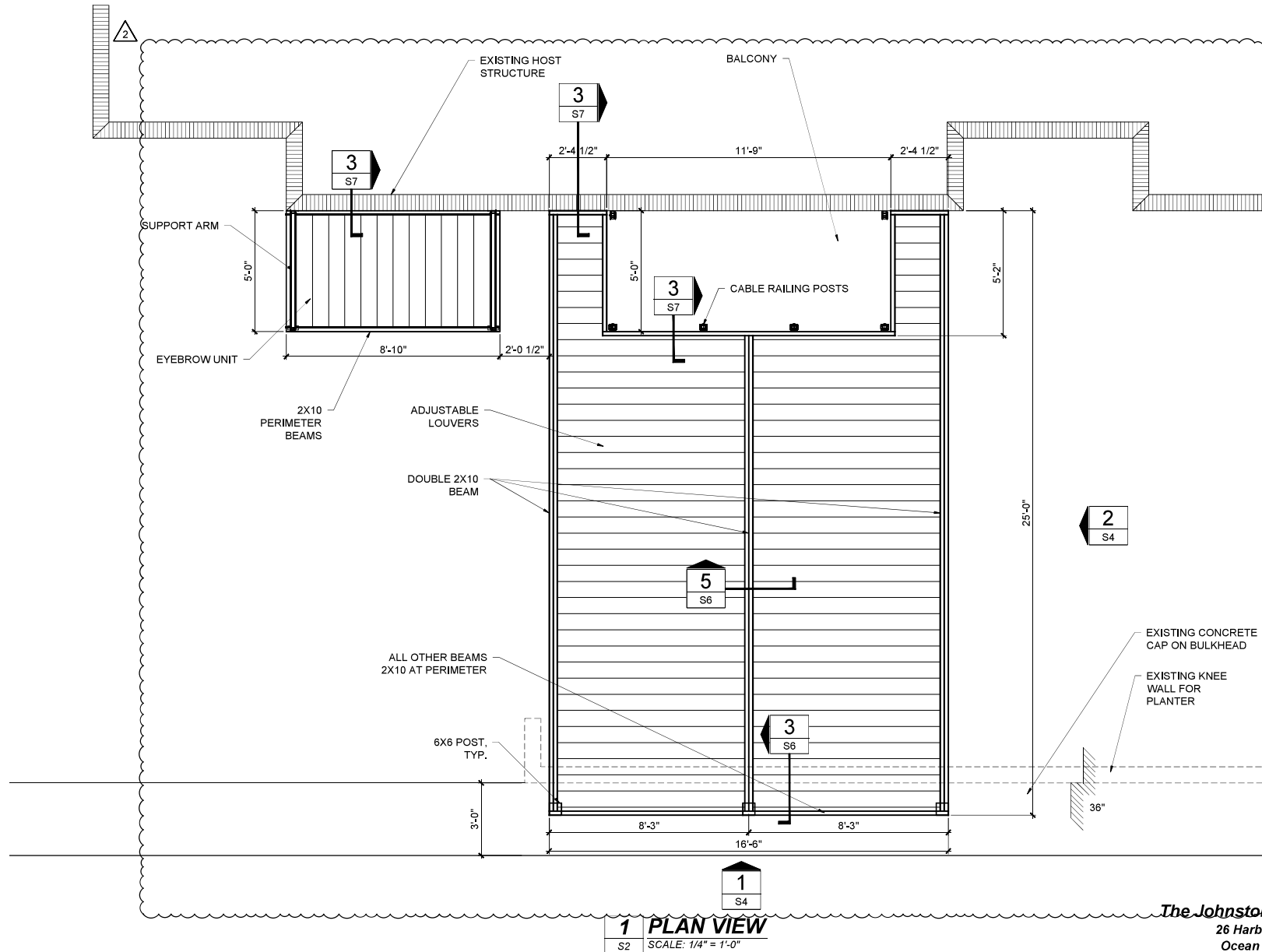
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HISTORIC PROPERTY ADDENDUM

1. The applicant represents that the structure on the property described herein does not have "significant historic value", because of the following: (attach additional sheet(s), if necessary)

2. The applicant represents that the cost and practical feasibility of repairing or restoring the structure on the property described herein is not reasonable because of the following:



1 PLAN VIEW
S2 SCALE: 1/4" = 1'-0"

The Johnston Residence
26 Harbour Drive South.
Ocean Ridge, FL 33435
April 30, 2021 File:214351



2 Apr 17, 2024
1 Aug 16, 2021



DE STEFANO
ENGINEERING GROUP, P.L.L.C.
Sarasota Florida 34240
Phone: (941) 371-1724
Fax: (941) 847-0870
27353
Certificate of Authorization Number
www.DeStefanoEngineering.com



S2
of 7

NATURE OF THE REQUEST FOR VARIANCE

The applicant requests a revision to the already approved variance to permit: A Sun Trellis has already been approved to be built, the structure demands tow support posts to meet the stringent code of the Miami Dade Hurricane approval. The approved permit calls for the post placement to be located 7' 3" back from the legal property line, which is a variance of 17' 9" from the 25' existing setback demanded. The applicant asks for a revision allowing the post placement to be 2' 6' from the property line which would be 22' 6" of the existing setback of 25'.

JUSTIFICATION OF VARIANCE

1. Section 63-34 of the Town of Ocean Ridge Land Development Code requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Sections 63-2 and 63-34 of the Code, and should be attached and marked as **Exhibit B. The statement must include comments on each of the following individually, marked "a" through "g" as listed below:**

a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.

Most of the original points made which granted the variance in the first place have been included in this document to assist the governing body to recall the unique circumstances effecting this location. The new and current request will be clearly identified and the original will properly labeled as well.

Original: The applicant's home, 26 Harbour Drive South, Ocean Ridge is approximately 1,000 feet from the ocean.

The average wind speed for Ocean Ridge is approximately 10 mph, however the wind blowing directly off the surf tends to be stronger.

The applicant's home is nestled at the precise base of the ridge.

When the wind comes off the ocean across A1A, the entrance to Harbor Drive South is a wide access point, and the flow comes straight up the street until it meets a home right on the corner. This forces the wind to immediately change direction and since it is blowing on a westward path it finds a spot between the first two homes where it changes direction and turns this corner sending it directly down the Ridge and towards the flat area where the applicant's home and the canal meet.

This change of wind flow magnifies the winds steady speed, and the flow approaches 20 or 25 mph. This wind speed is steady, on days when it is gusty it can be double. On days when it is stormy you cannot go in the back yard because the wind force approaches gale force conditions.

This increased wind speed is known as downwash and without deflection and left on automatic tends to serve as the gateway for the wind. It is generally accepted within the meteorological societies that these areas tend to take the pounding to the betterment of all other surrounding properties.

In the science of wildfires, engineers work diligently to locate these natural formations causing the wind tunnel effect so that entire tracts of the forest can be cutdown to create paths to protect the adjacent areas.

The applicant's backyard is ground zero for the wind tunnel effect as the wind off the ocean needs a place to go when it comes down the ridge.

Additionally, the sun follows a straight-line east to west directly over the property line. From 8:00 am to 7:00 pm the constant exposure to direct sunlight is unrelenting, there is no shade.

The special reason, or the basis for the request of a variance is to seek relief from the suns harsh intensity while being able to put up a shade trellis that will not blow into the canal.

The applicant is begging for the possibility of having a home with an outdoor area that can be used and enjoyed.

It is the intent of this variance request to show why the applicant, and the engineer, have discovered the only practical way to provide the shade and rain protection and meet all the stringent code of the Miami Dade hurricane approval.

The applicant would like to stress that every conceivable solution has been explored, any option that has been available through the years has been paid for only to have it prove worthless like all the others. Several multi thousand-dollar umbrellas and several hundred-pound bases have been purchased and thrown away, the wind just picks them up and hurls them into the canal or the pool. A portable temporary cabana was purchased and put up at the cost of several thousand dollars, it lasted three days until the wind turned it into a kite that almost went flying down the canal. The applicant has tried canvas sails, same result. It was not until the applicant learned of and researched the current shade structure that there was ever a possibility to correcting the circumstance. The aluminum louvered roof is an engineered solution that is the answer to the applicant's prayer, the trellis appears to be tailor made for the conditions at 26 Harbour Drive South. This is the home where the applicant has lived for over twenty years and wants to remain

the rest of her life, she is begging this board to allow her to have a shade structure where her family can use the backyard and enjoy it.

New Request: during the original variance hearings several modified sets of engineering drawings were offered, and every attempt was made to meet the city inspector's requests, when the final compromise was reached the applicant was extremely grateful and had the engineer produce the final approved drawings. Upon the beginning of the commencement, it became clear that while the structure could be engineered to meet the setback, the post location would conflict with the existing pool and its coping on one side and buckle the retaining knee wall which serves as support for the raised deck on the opposite side bringing the project to a standstill. Both post placements require a different area to be mounted. The applicant had the engineer come out to the house to make a personal walk through of the site and it was concluded that the simplest easiest and most powerful way to mount the posts will be directly to the bulkhead deck which is supported with pilings and has been approved by the army corps of engineers. See engineering drawings included.

b. That the special conditions and circumstances do not result from the actions of the applicant.

Original: The special conditions and circumstances concerning the sun, and the wind have nothing to do with the applicant, these are direct forces stemming from nature. When the applicant purchased the home many years ago, she was a young female first time homebuyer. Her experience with outdoor living was next to zero. It was not evident at the time that her lovely home had such deep-seated limitations. The property has approximately 50% of the available lot as empty space from the front of the home to the street. The back of the house has absolutely no lanai or extended soffit or anything which most of all the neighbors enjoy. For whatever the reason when this home was built there was never any provisions made to provide shade of any kind for this particular dwelling. Had this home been built 10 or 20 foot closer to the street her backyard would provide all the ample space necessary to create an outdoor are that could be used and cherished. If there is any special condition or circumstance it is that almost every other home in the surrounding area has some facility that was built into the structure providing shade or relief from the pervasive sun, the fact that this home has none, and then is further prohibited by a 25' setback when the entire area is only 28' leaving a total of 3 feet makes it extremely restrictive and basically prevents the pursuit of any happiness.

c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.

The variance is being requested because there is a a 25' setback from the edge of the canal encroaching back toward the house.

The applicant has exhausted all and every avenue of research and expert opinion to discover “why” the 25’ setback exists.

The applicant has been made fully aware that the reason and purpose for the setback is to make certain that any homeowners bordering the property in a 300-foot radius would not be effected by losing any sightline view from their property looking out toward the applicant’s home.

As a result, the applicant has contacted every homeowner individually and shared with them the circumstance and the intended solution.

Because the applicant has been neighbors with almost all of the residents for many years most of them have been to the applicant’s home for social events and are aware of the lack of shade and how uncomfortable it is in the heat.

Each neighboring homeowner has looked at the property from their backyard and looked at the applicants’ renderings and has given their consent and permission stating that not only will their sight line not be impeded, rather it will be an enhancement over a barren deck, the addition of a beautiful shade structure, with clean minimalist lines will enhance their view from the backyard and increase the value of their home.

d. That literal interpretation of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Ordinance and would work unnecessary and undue hardship on the applicant.

Almost every homeowner has a porch or a lanai providing some shade protection attached to their house, the applicant has spent thousands of dollars during the past twenty years of living at the property here in Ocean Ridge, during that time the applicant has learned with firsthand experience that the pervasive heat from the sun destroys the very best solar fabrics on the market.

It is unfortunate but after a minimum of 2 years of direct daily exposure to the elements they have to be replaced at a considerable expense usually in the range of a thousand dollars.

The daily pounding makes the fabric sun bleached and hard, what causes the rapid deterioration is the summer rains, after the fabric becomes saturated, than the sun comes out and dries it up, since the fabric becomes brittle shortly after, it begins to tear and leak and then its worthless.

Added to this the applicant has had to deal with the wind tunnel effect at the base of the ridge which lifts the umbrella off the deck and either throws the umbrella into the pool or worse into the canal which then costs more money to have someone retrieve it because the base is so heavy.

It would be easy if the base of the umbrella was mounted to the deck however that would also be an encroachment upon the 25' setback because it would then be considered a permeant structure.

In fact, there would be no difference with a 6-inch base and post for an umbrella, then the 6 inch post for the shade structure.

The only purpose of the post is to secure it from blowing over. The shade structure will need 2 posts to secure it in position.

The engineer has come up with a solution that would allow the homeowner to cover a table for her family to sit and dine at while being protected from the rain and sun with the absolute minimalist requirements; 2 posts.

New Request: The engineer has designed a solution where the structure can be mounted directly to the super strong bulkhead wall using 2 posts so the area can be covered. The applicant is requesting instead of the cantilevered posts coming back 5' 3" from the edge of the structure (which has been approved) that the structure be extended 2' and the posts be mounted 2' 6" from the property line, using 22' 6" of the 25' setback.

Original: Attached is the engineers letter providing the details explaining why this shade structure would meet the Miami Dade hurricane code requirements and meet the needs of the city.

The applicant has long tolerated these costly financial burdens and endured the unusual burden that comes with having a beautiful backyard that cannot be used.

It is from these difficulties that the applicant humbly seeks relief and asks this respected body for understanding.

e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

The applicant's home is exceedingly modest. The entire lot of land is 107' long x 94' wide or 10,058 square feet of total space.

From the front of the house to the road is 53.1', that represents 4,982 square foot, or 49.5% of unused space.

the house is 26.1' with a 15' easement on either side, or approximately 1,670 square foot big representing 16.6% of the total lot space.

The entire backyard is 27.8', or 2,613.2 square foot or 26% of the total lot space.

The rear setback is 25' from the canal. The setback equates to 2,350 square foot or 23.36% of the total lot

Since the entire backyard is 2,613.2 square feet and the setback is 2,350 feet the setback limits the homeowner to only being able to use 263 foot or 2.6% of her entire lot space for a backyard.

The 263 feet of available space only allows the applicant to cover 2' 9 1/2" of her backyard. This space does not allow enough room for one chair.

If the variance is granted the structure will be 10' off the deck. The structure will have 2 – 6-inch posts. The shade structure is engineered to meet all the stringent code in order to receive the Miami Dade hurricane approval.

f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.

If the ordinance as explained to the applicant is to protect the sightline from all the surrounding neighbors, it is not only in harmony it is welcomed and fondly anticipated by one and all.

g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

If the variance is granted then rather than the shade structure being injurious to the area, it will offer a very much needed breathing space for all neighboring homeowners who want to be outdoors, and at the same time experience shade plus a breeze.

While the wind tunnel effect is in force the constant blowing coupled with the sun light heat creates a blowtorch environment, the shade structure plus the wind will provide a cool place which could contribute to the public welfare.

**THE FOLLOWING REQUIRED GRAPHIC INFORMATION
SHALL BE ATTACHED TO THIS APPLICATION, AND MARKED AS REQUIRED**

1. **Exhibit C:** Surveys submitted must be sealed by a Land Surveyor licensed by the State of Florida at a scale prescribed by the Town containing the following:

- a. An accurate legal description of the property.

Survey attached

The applicant's home is exceedingly modest. The entire lot of land is 107' long x 94' wide or 10,058 square feet of total space.

From the front of the house to the road is 53.1', that represents 4,982 square foot, or 49.5% of unused space.

the house is 26.1' with a 15' easement on either side, or approximately 1,670 square foot big representing 16.6% of the total lot space.

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The rear setback is 25' from the canal. The setback equates to 2,350 square foot or 23.36% of the total lot

Since the entire backyard is 2,613.2 square feet and the setback is 2,350 feet the setback limits the homeowner to only being able to use 263 foot or 2.6% of her entire lot space for a backyard.

b. A computation of the size of the tract to the nearest one-tenth (1/10) of an acre.

The tract is 107' x 94' 10,058 square foot or 2.3/10 of an acre or said another way slightly less than a quarter acre exactly .23% of an acre.

The applicant's home is exceedingly modest. The entire lot of land is 107' long x 94' wide or 10,058 square feet of total space.

From the front of the house to the road is 53.1', that represents 4,982 square foot, or 49.5% of unused space.

the house is 26.1' with a 15' easement on either side, or approximately 1,670 square foot big representing 16.6% of the total lot space.

The entire backyard is 27.8', or 2,613.2 square foot or 26% of the total lot space.

The rear setback is 25' from the canal. The setback equates to 2,350 square foot or 23.36% of the total lot

Since the entire backyard is 2,613.2 square feet and the setback is 2,350 feet the setback limits the homeowner to only being able to use 263 foot or 2.6% of her entire lot space for a backyard.

- c. The survey must have been prepared for the current property owner, contract purchaser, or owners' agent or attorney, and regardless of when prepared, must contain all updated information such as latter property revisions including but not limited to fencing, walls, structures, driveways or walkways.

Survey attached

2. **Exhibit D:** The location of the subject parcel plotted by an engineer or surveyor registered in the State of Florida on a copy of the official's zoning map of the Town or a reasonable facsimile thereof.

Ocean ridge zoning map attached

3. **Exhibit E:** A property owners' location drawing showing all property owner's information required below and their relation to the subject parcel:

4. **Exhibit F:** A complete list of all property owners, mailing addresses, one (1) set of mailing labels, and legal descriptions of all property within three hundred (300) feet of the subject parcel as recorded as prepared by the Palm Beach County Property Appraiser's office.

5. **Exhibit G:** A statement of the applicant's equitable or title interest in the property, accompanied by **one** of the following:

This is going to be a copy of Darlenes deed

- a. If joint and several ownership, a written consent by all owners of a record, or
- b. if a contract purchaser, a copy of the Contract for Sale and Purchase, plus the written consent of the owners, or
- c. If an authorized agent, a copy of the Agency Agreement, or Power of Attorney giving the consent of the owners, or
- d. If a lessee, a copy of the lease agreement and written consent of the owners, or
- e. If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that said person has the authority to represent the corporation or other business entity, or
- f. If more than one owner, the title owners of a least seventy-five (75) percent of the property described in the application must provide written consent.

6. **Exhibit H:** Each application for variance shall include the following information to be shown on a Site Plan of the property:

- a. The exact location of all structures on the property, showing distance from the property line(s) and other structures.

Attached screen shots of survey with red and blue highlight markings

- b. The exact location of the property related to the public street or easement on which the property fronts.

Attached screen shots of survey with red and blue highlight markings

- c. The exact location of driveways and fences of the subject property.

Attached screen shots of survey with red and blue highlight markings

- d. An accurate indication of what and where the variance is as it relates to the existing structures on the property and to the nearest property or properties which the relief sought would affect.

Ocean ridge zoning map attached

- e. All pertinent information, such as drawings of details, landscaping, detailed measurements, parking, public and private utilities, and other information designed to provide a factual basis for the consideration of the variance shall be included on the Site Plan.

Attached engineering drawings, ocean ridge zoning map, survey and renderings

- f. Plans for Multiple Dwelling Units **are to be reviewed for off-street parking and landscaping by the Administrative Official prior** to filing an Application for Variance.

Not applicable















GENERAL NOTES:

DESIGN CRITERIA

THE STRUCTURAL SYSTEM FOR BUILDING DEPICTED HERE ON HAS BEEN DESIGNED ACCORDING TO THE 2020 7TH EDITION OF THE FLORIDA BUILDING CODE, ASCE 7-16, AND 2015 ALUMINUM DESIGN MANUAL.

THE STRUCTURE HAS BEEN DESIGNED TO RESIST THE FOLLOWING SUPERIMPOSED LOADS.

ROOF DEAD: 2 PSF + SELF-WEIGHT
ROOF LIVE: 12 PSF

WIND LOADS ON THE STRUCTURE HAVE BEEN CALCULATED IN ACCORDANCE WITH ASCE 7-16 FOR THE FOLLOWING: BASIC WIND SPEED: 170 MPH (3 SECOND GUST), RISK CATEGORY: II, EXPOSURE CATEGORY: D, PARTIALLY OPEN 30 PERCENT SOLID. ENCLOSURE CLASSIFICATION PER ASCE 7-16, TABLE 26.13-1 (FOR 4-SIDED RECTANGULAR LOUVERED AWNINGS)

LOAD COMBINATIONS:

D+0.6W 0.6D+0.6W D+L

DESIGN OF LOUVERED RIGID CANOPY IS PER SECTION 3105.5.1 OF THE FBC, RIGID AWNINGS AND CANOPY SHUTTERS. LOUVERED BLADES SHALL BE REPOSITIONED TO THE VERTICAL OPEN POSITION DURING PERIODS OF HIGH WIND VELOCITY. UNIT IS EQUIPPED WITH A WIND SENSOR WHICH WILL OPEN LOUVERS AT 45MPH.

PER FBC SECTION 3105.5.3, CONTRACTOR SHALL POST WITH A LEGIBLE AND READILY VISIBLE DECAL OR PRINTED INSTRUCTIONS TO THE OWNER OR TENANT TO REMOVE OR REPOSITION THE STRUCTURE OR PART THEREOF DURING SUCH PERIODS OF TIME AS DESIGNATED BY THE US WEATHER BUREAU AS BEING A HURRICANE WARNING OR ALERT. THE WARNING LABEL SHOULD READ AS FOLLOWS:

"THIS RIGID AWNING MUST HAVE LOUVERED BLADES REPOSITIONED TO THE VERTICAL POSITION DURING A HURRICANE WARNING OR ALERT AS DESIGNATED BY THE U.S. WEATHER BUREAU (FBC SECTION 3105.5.3)."

A CONTINUOUS LOAD PATH BETWEEN FOUNDATIONS, COLUMNS, AND BEAMS ARE INTENDED BY THESE DRAWINGS AND SHALL BE FIELD VERIFIED.

THE LOUVERED ROOFING SYSTEM SHALL BE INSTALLED IN ACCORDANCE WITH AZENCO R-BLADE LOUVERED ROOFING SYSTEM.

THE CONTRACTOR IS RESPONSIBLE FOR WATERPROOFING.

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE SUITABLE SEQUENCING, MEANS AND METHODS OF CONSTRUCTION, INCLUDING, BUT NOT LIMITED TO THE ADDITION OF NECESSARY SHORING, TIE DOWNS, TEMPORARY BRACING, ETC.

THE INFORMATION USED AND CONTAINED HEREIN IS BASED ON CONTRACTOR SUPPLIED DATA AND MEASUREMENTS. DESTEFANO ENGINEERING GROUP, PL (DEG) HAS NOT VISITED THIS JOB SITE. DIMENSIONS AND EXISTING CONDITIONS SHALL BE FIELD VERIFIED. DEG ASSUMES NO RESPONSIBILITY OR LIABILITY IN ANY WAY FOR ERRONEOUS OR INACCURATE DATA OR MEASUREMENTS. DEG SHALL BE NOTIFIED AND GIVEN AN OPPORTUNITY TO RE-EVALUATE OUR WORK UPON DISCOVERY OF ANY INACCURATE INFORMATION PRIOR TO MODIFICATION OF EXISTING FIELD CONDITIONS, FABRICATION, AND/OR INSTALLATION OF MATERIALS.

MATERIAL SPECIFICATIONS

ALUMINUM:

ALUMINUM SHALL BE A MINIMUM OF 6063-T6 UNLESS NOTED OTHERWISE
FINISH COLOR TO BE SELECTED BY OWNER FROM MANUFACTURES STANDARD COLORS FOR STANDARD EXTRUSIONS.

CONCRETE FASTENERS TO BE 410 STAINLESS STEEL TITANS AS MANUFACTURED BY SIMPSON STRONG TIES OR APPROVED EQUAL.

ALL SMS SCREWS ARE 410 STAINLESS #14 x 1" SELF-TAPPING METAL SCREWS (SMS) TYPICAL UNLESS OTHERWISE NOTED.

EXTRUDED STRUCTURAL TUBE OR PIPE: ALLOY SHALL BE BE 6061-T6, 6005-T6, 6063-T6. OR AS NOTED ON DRAWINGS AND CONFORMING TO ASTM B429.

EPS PANEL TO BE 3"X.030X2LB EPS COMPOSITE AS MANUFACTURED BY ELITE ALUMINUM OR EQUAL.

FOUNDATIONS

SEE STRUCTURAL DRAWINGS AND STRUCTURAL GENERAL NOTES FOR ADDITIONAL INFORMATION.

BY VISUAL OBSERVATION, SOIL AT THE SITE IS SAND (OR SAND AND ROCK) WITH AN ASSUMED SOIL BEARING CAPACITY OF 2000 PSF.

PERFORM ALL CONCRETE WORK IN ACCORDANCE WITH ACI 318, THE BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE AND ACI 301, SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS.

CONCRETE SHALL BE AN APPROVED MIX PROPORTIONED TO ACHIEVE STRENGTH AT 28 DAYS AS LISTED BELOW WITH A PLASTIC AND WORKABLE MIX.4000 PSI FOR FOUNDATIONS

CONCRETE SHALL COMPLY WITH THE REQUIREMENTS OF ASTM C-94 FOR MEASURING, MIXING, TRANSPORTING, ETC. MAXIMUM TIME ALLOWED FROM THE TIME THE MIXING WATER IS ADDED UNTIL IT IS DEPOSITED IN ITS FINAL POSITION SHALL NOT EXCEED ONE AND ONE HALF (1-1/2) HOURS.

REINFORCING STEEL:

REINFORCING STEEL: ASTM A615, GRADE 60 DEFORMED NEW BILLET STEEL CONFORMING TO ACI 301, 315, 318, AND CRSI MANUAL OF STANDARD PRACTICE. REINFORCING STEEL SHALL BE, FREE FROM OIL, SCALE AND RUST, AND PLACED IN ACCORDANCE WITH THE TYPICAL PLACING DETAILS OF ACI STANDARDS AND SPECIFICATIONS.

CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH: 3 IN

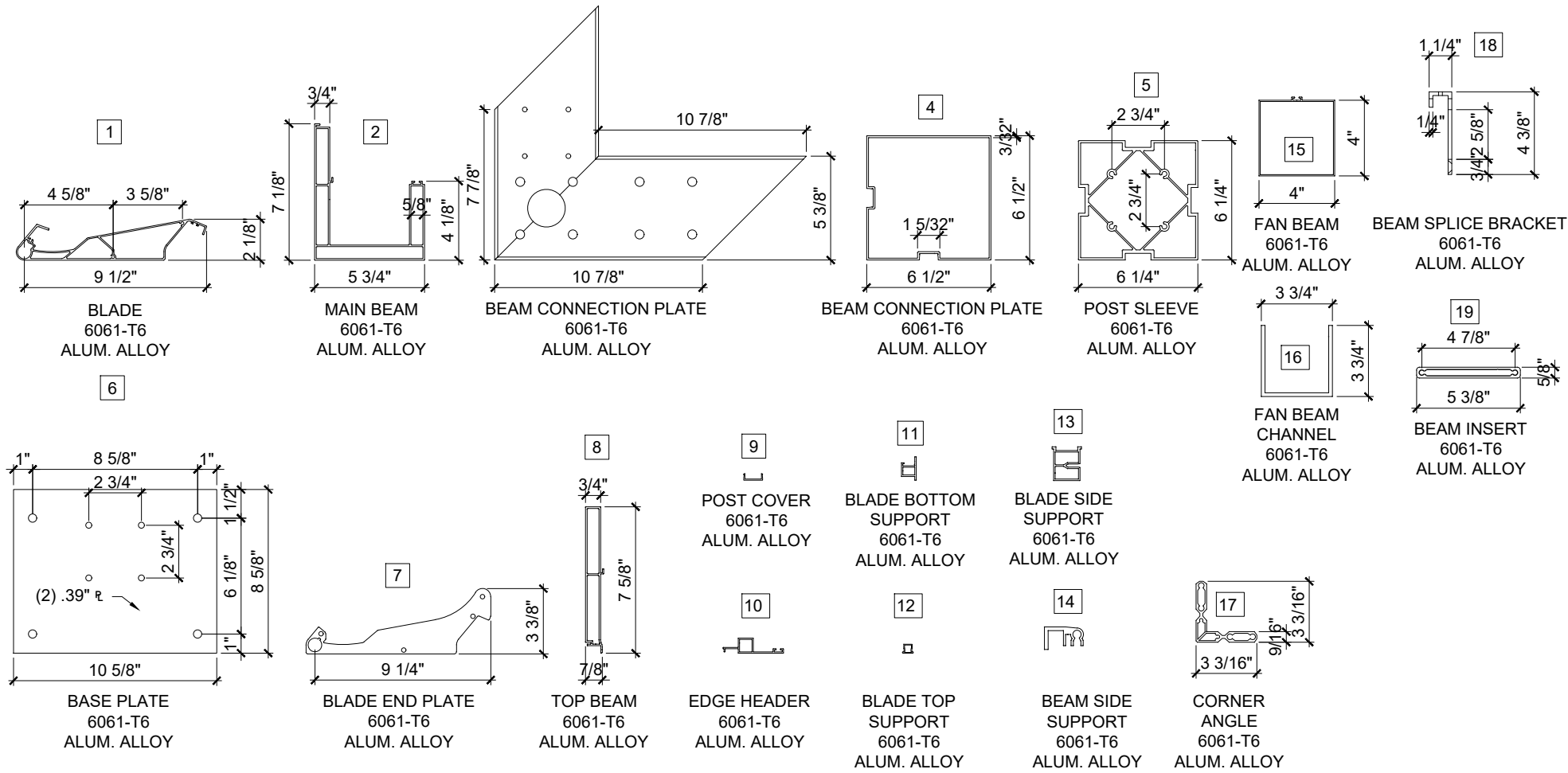
GENERAL CONDITIONS

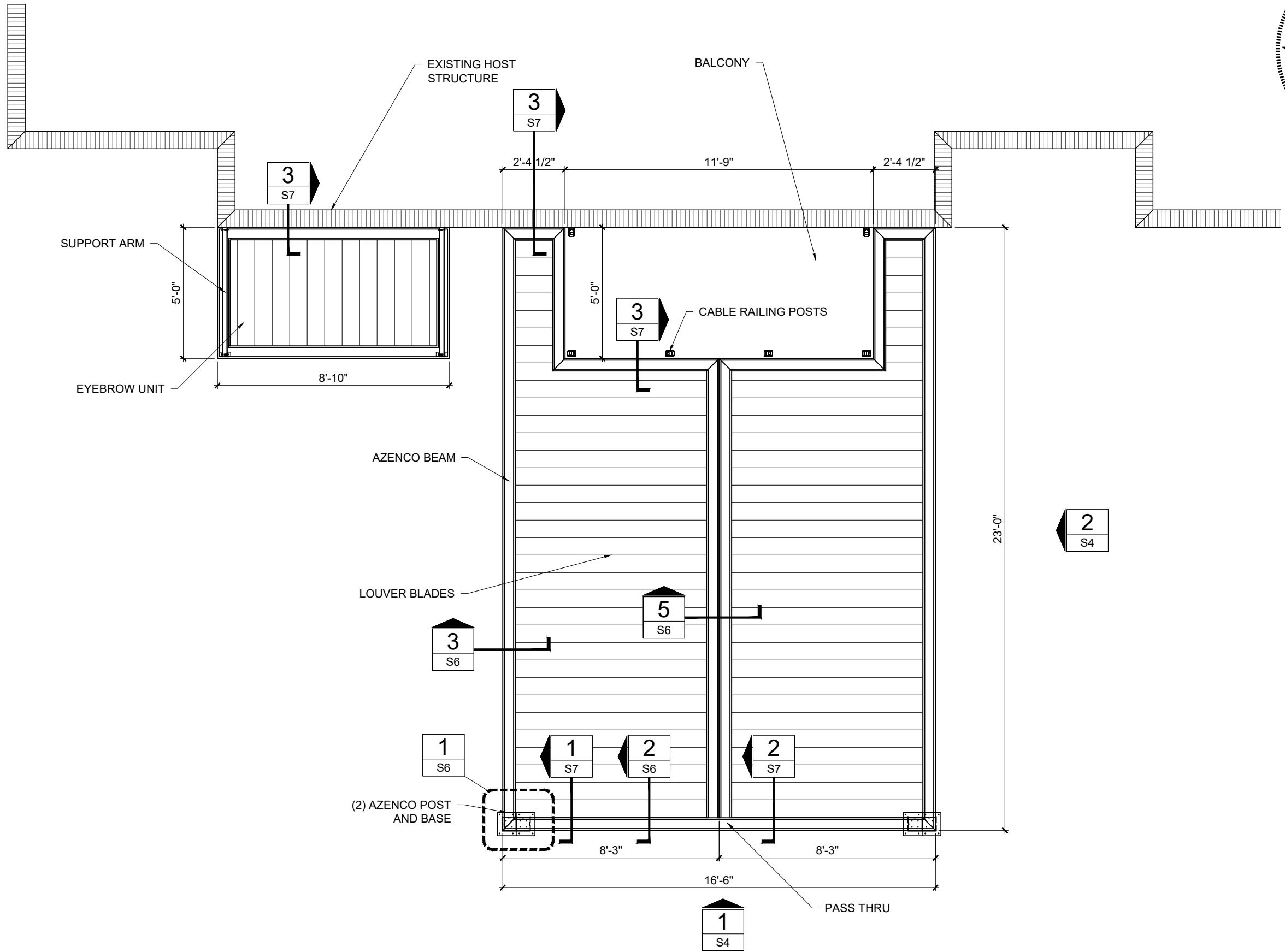
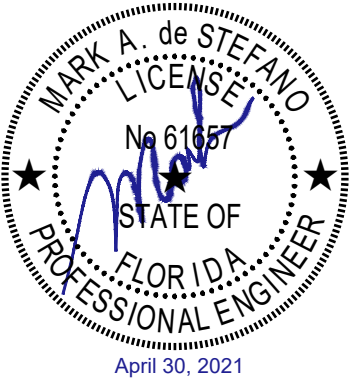
IF THERE ARE ANY DISCREPANCIES HEREIN CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

THIS DESIGN DOES NOT CONSTITUTE THE ENGINEERING OF ANY OTHER STRUCTURES THAT ARE NOT SPECIFICALLY MENTIONED HEREIN. IF THERE ARE ANY DISCREPANCIES THEREIN, CONTACT THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK.

ALL WORK PREPARED BY DE STEFANO ENGINEERING GROUP, PL (DEG), IS THE PROPERTY OF DEG AND MAY ONLY BE USED FOR ITS INTENDED USE. THE DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS, INCLUDING THOSE IN ELECTRONIC FORM, PREPARED BY DEG AND DEG'S CONSULTANTS ARE INSTRUMENTS OF SERVICE THROUGH WHICH THE WORK TO BE EXECUTED BY CONTRACTOR. AS DESCRIBED REMAIN THE PROPERTY OF DEG. SAID WORK MAY NOT BE USED AT ANY OTHER LOCATION OR FOR ANY OTHER USE WITHOUT PRIOR WRITTEN AUTHORIZATION.

DEG WILL HAVE NO RESPONSIBILITY FOR THE CONTRACTOR'S, CLIENT'S OR OTHER ENTITIES; MEANS, METHODS, TECHNIQUES, AND PROCEDURES USED IN CONSTRUCTION, AND WILL NOT BE HELD LIABLE FOR THE CONTRACTOR'S INADEQUATE OR UNSATISFACTORY PERFORMANCE OF THE WORK.





1 PLAN VIEW
S2 SCALE: 1/4" = 1'-0"



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www.DeStefanoEngineering.com

The Johnston Residence
26 Harbour Drive South.
Ocean Ridge, FL 33435
April 30, 2021 File:214351



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of 8





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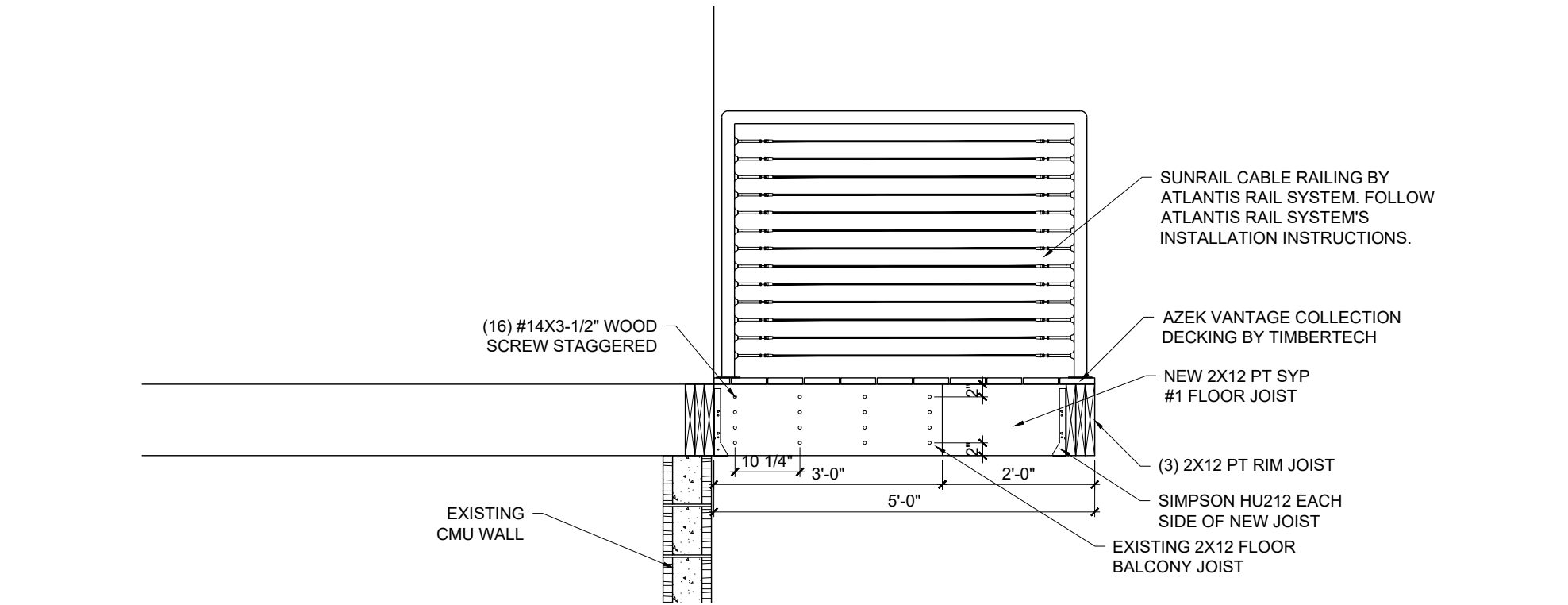
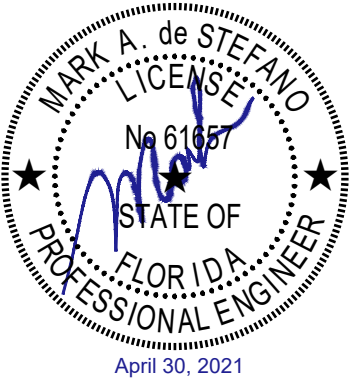
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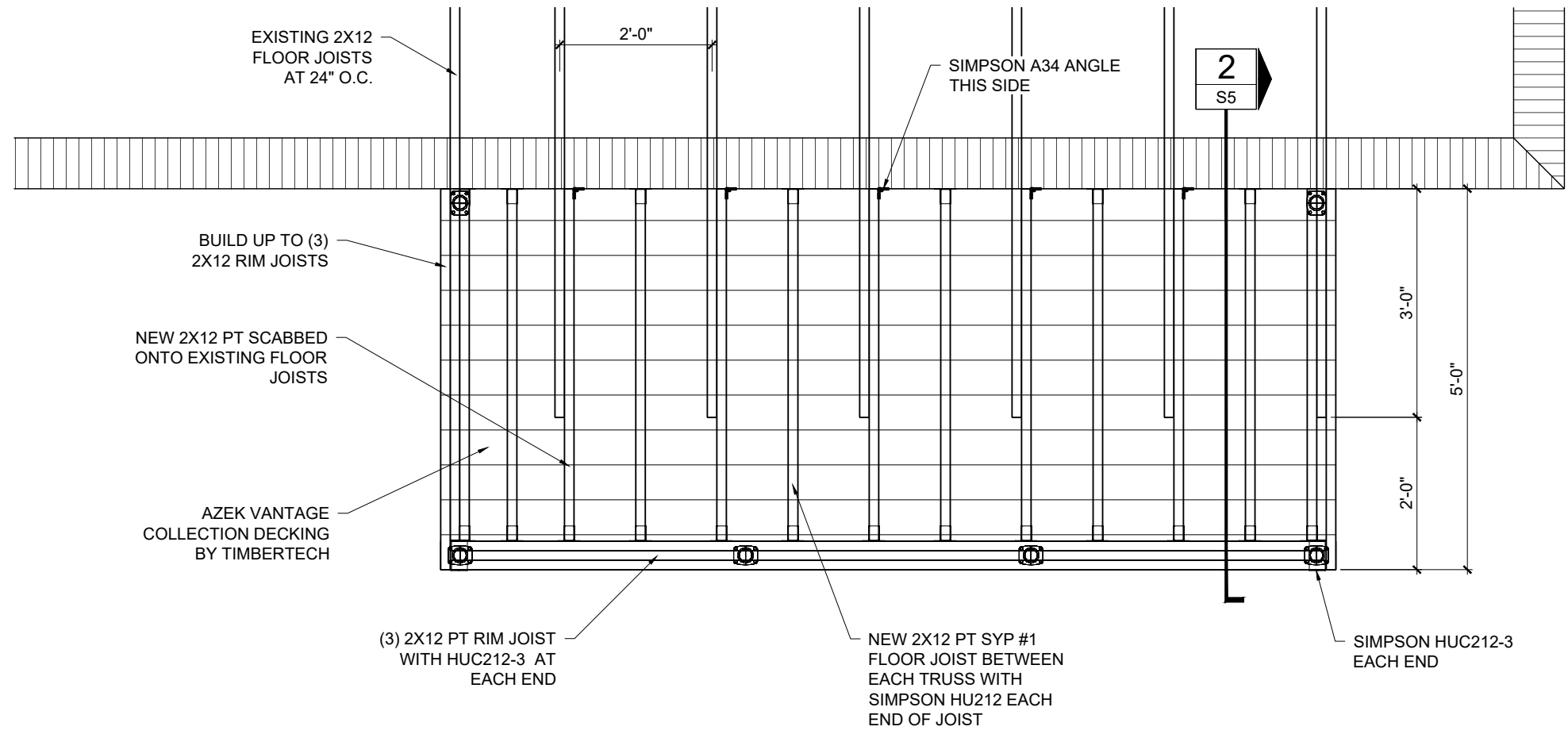
S4
of 8



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2 BALCONY JOIST SECTION
S5 SCALE: 1/2" = 1'-0"



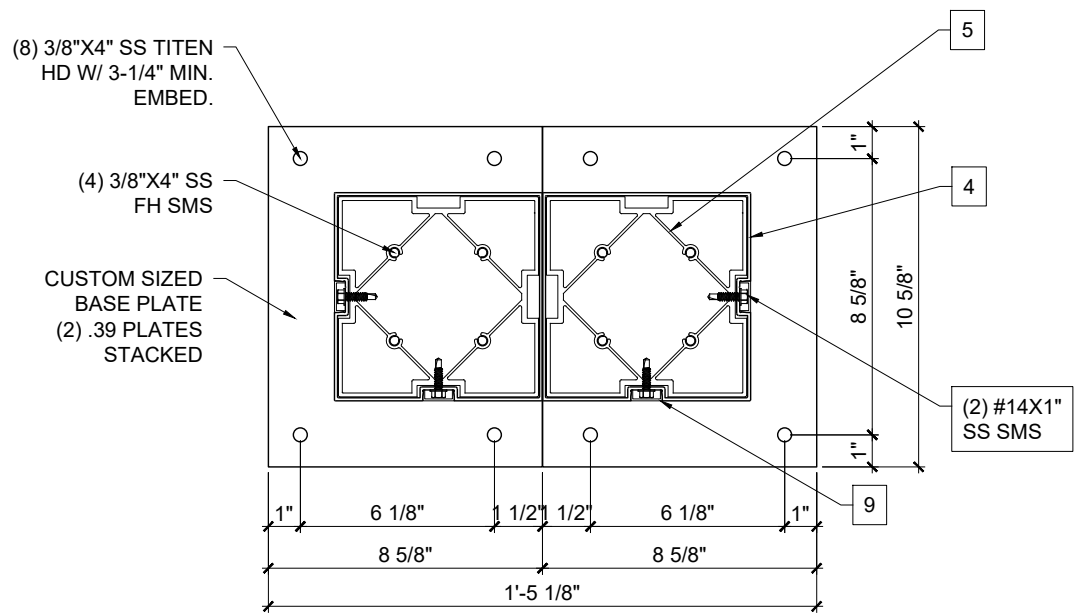
1 BALCONY PLAN VIEW
S5 SCALE: 1/2" = 1'-0"



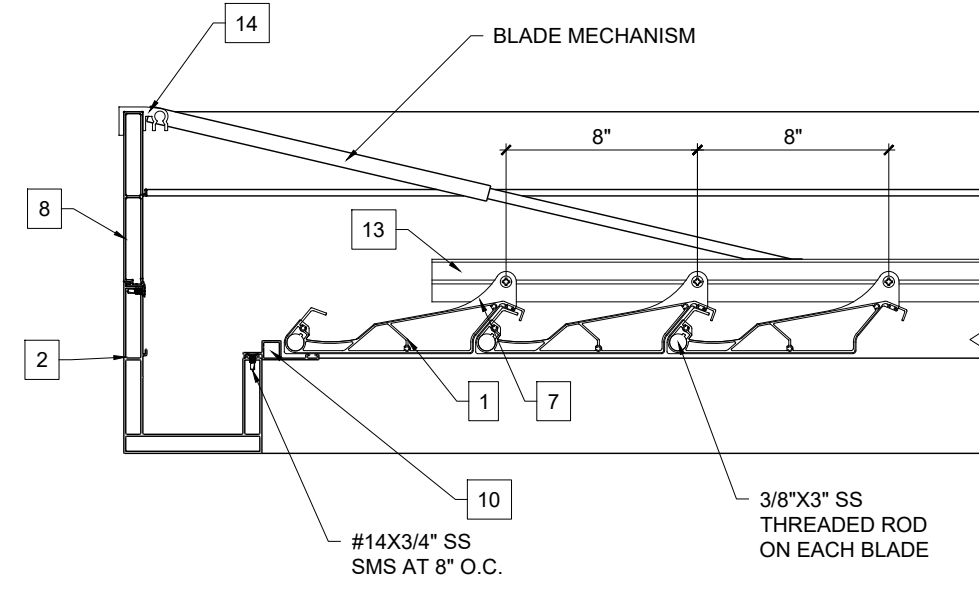
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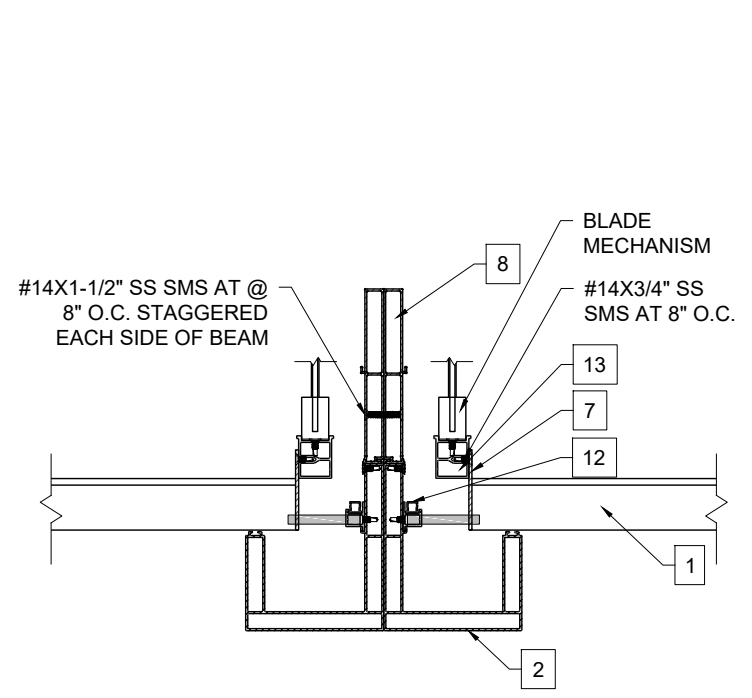




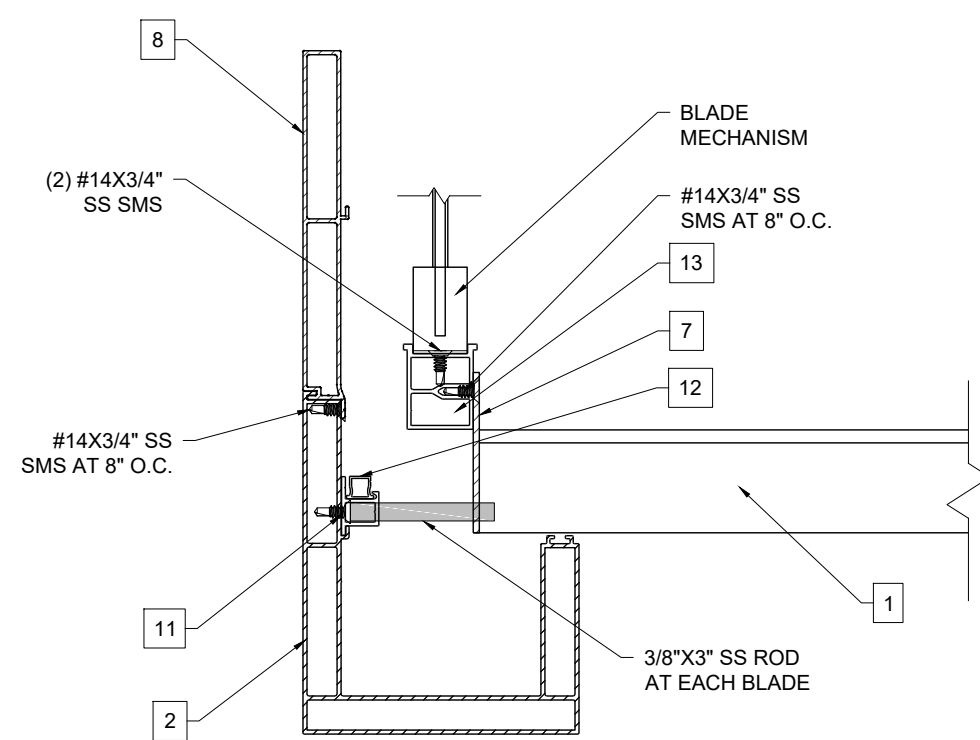
4 DOUBLE POST BASE DETAIL
S6 SCALE: 2" = 1'-0"



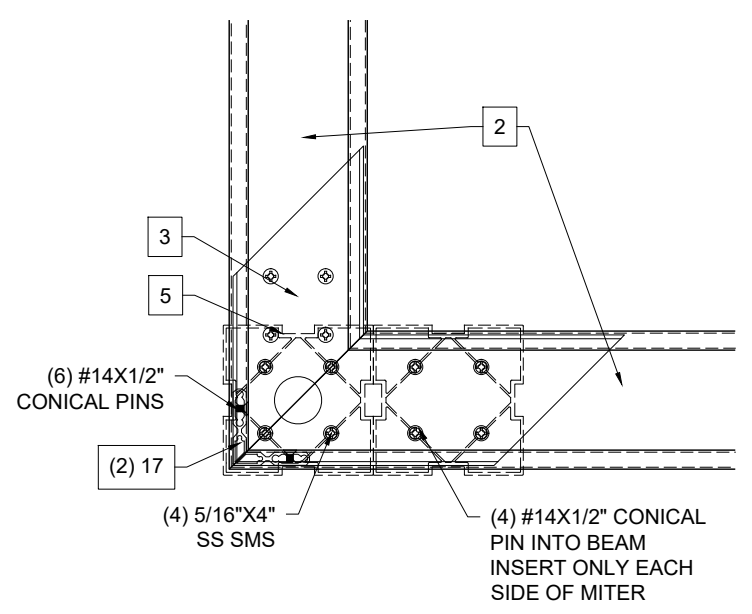
2 BLADE SECTION
S6 SCALE: 1-1/2" = 1'-0"



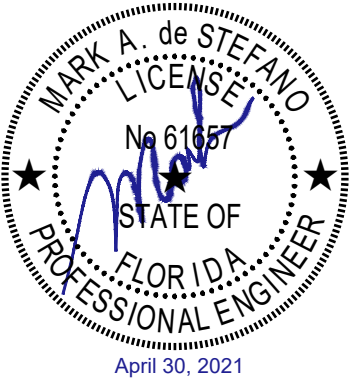
5 DOUBLE BEAM SECTION
S6 SCALE: 1-1/2" = 1'-0"



3 MAIN BEAM BLADE SECTION
S6 SCALE: 3" = 1'-0"



1 CORNER ASSEMBLY AT POST
S6 SCALE: 1-1/2" = 1'-0"

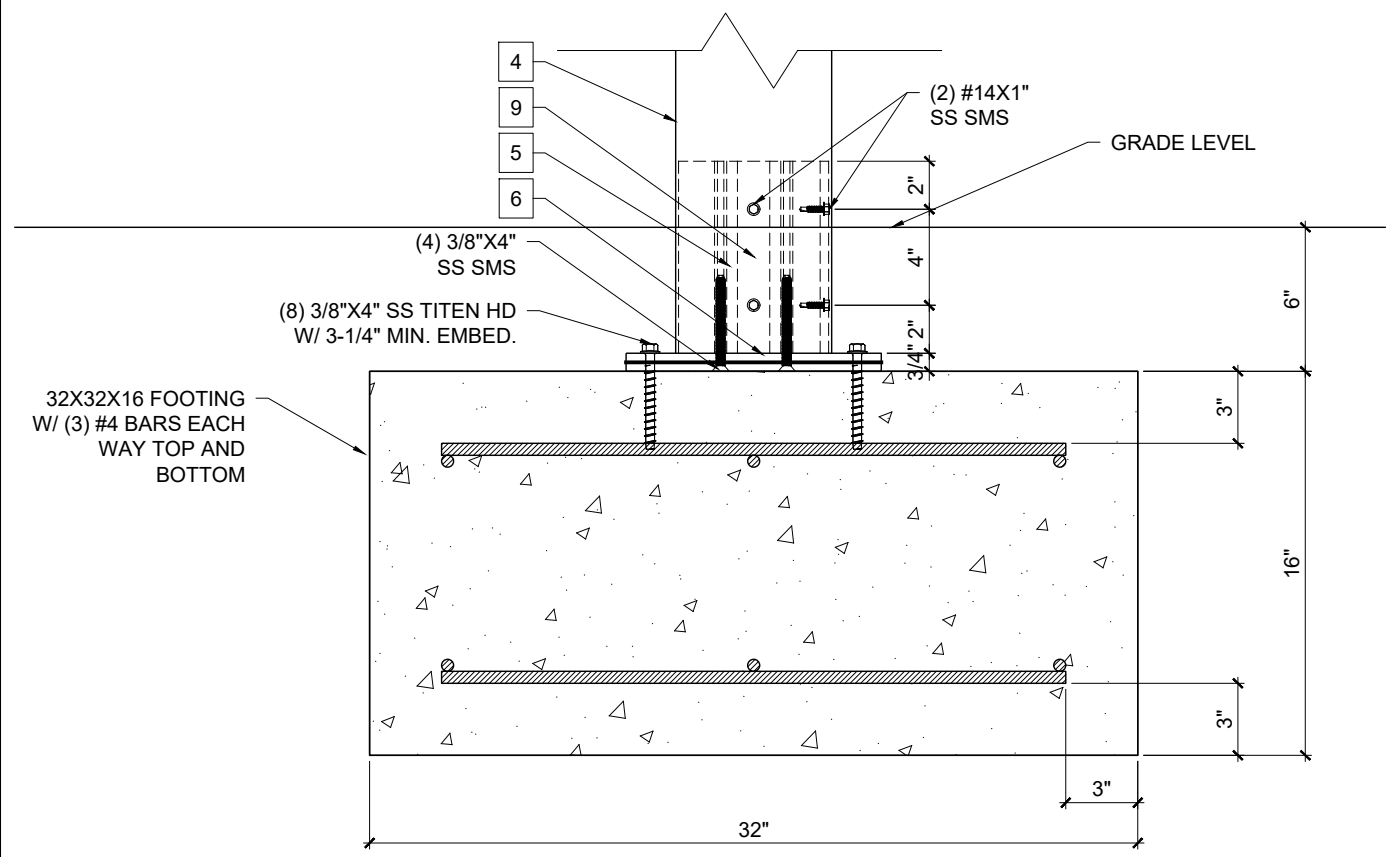


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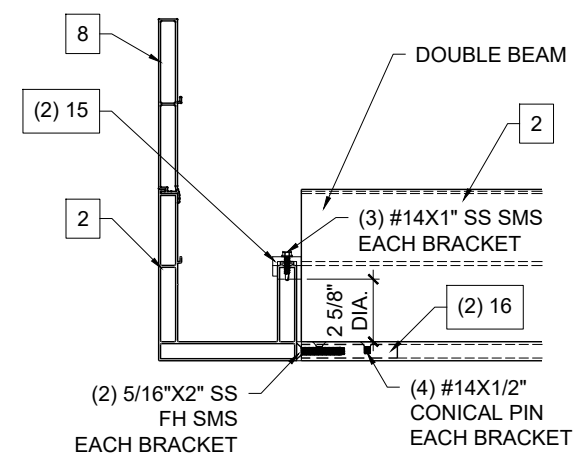


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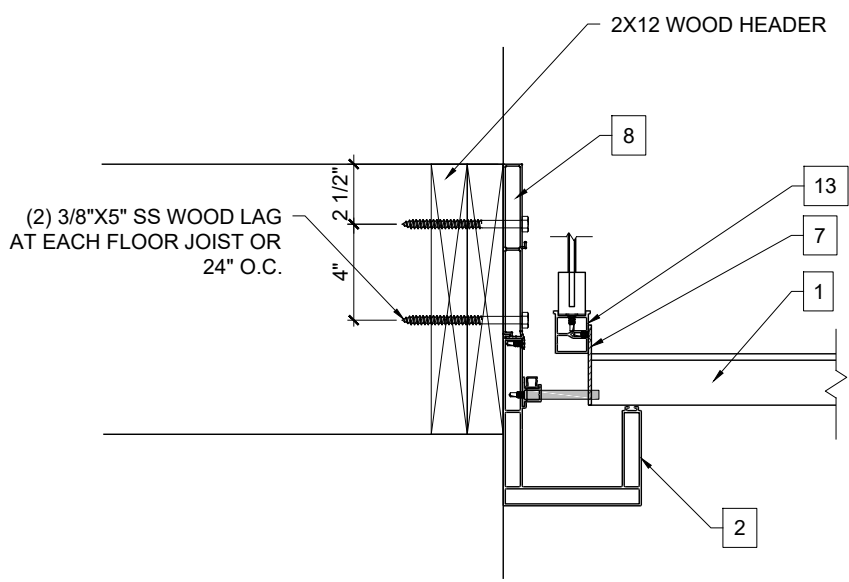
S7
of 8



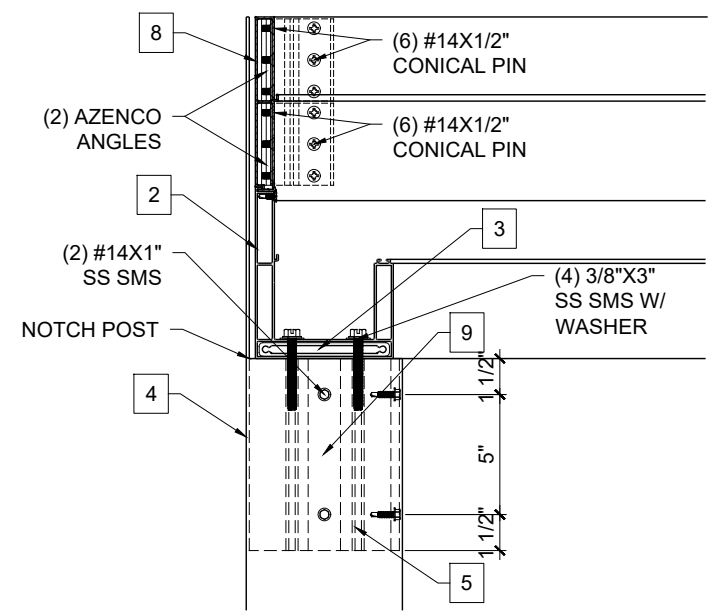
6 TYPICAL FOUNDATION PLAN
S7 SCALE: 1-1/2" = 1'-0"



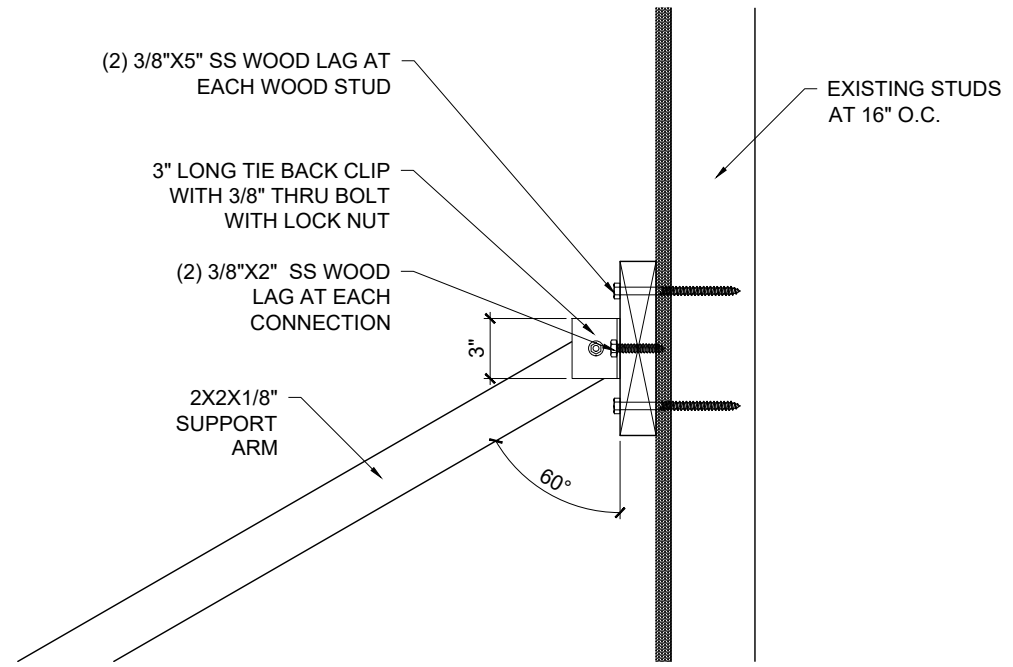
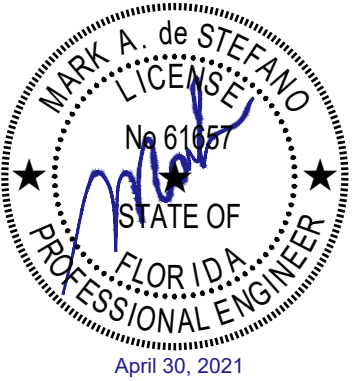
2 PASS THRU BEAM SECTION
S7 SCALE: 1-1/2" = 1'-0"



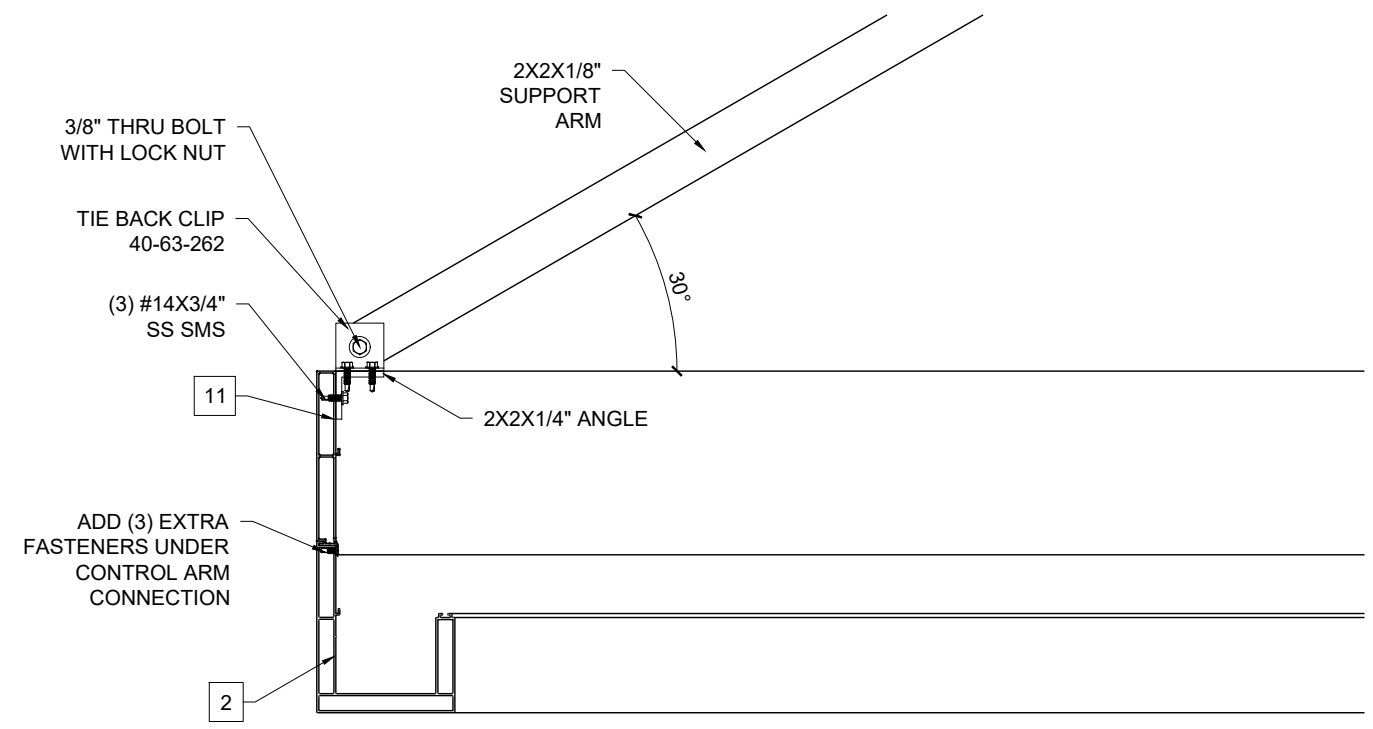
3 BEAM TO WOOD FRAMING
S7 SCALE: 1-1/2" = 1'-0"



1 BEAM TO POST AT CORNER
S7 SCALE: 1-1/2" = 1'-0"



2 UPPER CONTROL ARM ATTACHMENT
S8 SCALE: 1-1/2" = 1'-0"



1 LOWER CONTROL ARM ATTACHMENT
S8 SCALE: 1-1/2" = 1'-0"



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Town of Ocean Ridge, Florida
Board of Adjustment Agenda Memorandum

To:	Board of Adjustment Members
From:	Corey O’Gorman, Town Planner
Meeting Date:	November 20, 2024
Subject:	5920 N Ocean Boulevard – Variance Application

1. PETITION DESCRIPTION

APPLICANT: Helen Asir

OWNER: Helen Asir

ADDRESS: 5920 N Ocean Boulevard, Ocean Ridge, Florida 33435

ZONING DISTRICT: RSF

REQUEST: The applicant is requesting a 4’ height variance from Section 67-37 Roof Systems, which section (b)(1) limits the second-floor tie beam height to 24’, to allow a total height of 28’. The applicant is also requesting a 2’ height variance to allow an increase in the usable flat roof area from 14’ to 16’ as required in Section 64-1(f)(3).

2. BACKGROUND

On April 17, 2024, the Board of Adjustment approved a variance to allow an expansion of an existing building encroachment into the side yard setback, and on September 17, 2024, the Planning & Zoning Board approved the Development Plan Review for major renovation and addition to the existing structure at 5920 N Ocean Boulevard.

This application for a variance is to allow an increase in the overall tie beam height from 24’ to 28’ and to allow an increase in the flat roof usable area height from 14’ to 16’. As described in the attached justification statement, the increase in tie beam height is to accommodate essential structural and MEP requirements which result in squished floor heights. The increase in flat roof usable area height to enhance ocean views.

3. STAFF ANALYSIS.

Section 63-73 of the Town Code states that “when literal or strict enforcement of the provisions of the land development code would cause unusual, exceptional or unnecessary difficulties or undue hardship or injustice because of the size of the tract to be subdivided, its topography, the condition or nature of adjoining areas or the existence of other unusual physical conditions, the board may vary or modify the requirements set forth herein after receiving and reviewing the report of the administrative official. No variance shall be granted if it has the effect of nullifying the

intent and purposes of the land development code. In granting variances, the board may require such conditions as well secure the objectives of the land development code.”

Section 63-73.a. states that “variances will not be processed unless a written application on forms prescribed by the department and a fee have been submitted to the administrative official demonstrating:

1. That special conditions and circumstances exist which are peculiar to the land involved and which are not applicable to other lands within the zoning district; and
2. That a literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district; and
3. That the special conditions and circumstances do not result from the action of the applicant; and
4. That the granting of the variances requested will not confer on the applicant any special privilege that is denied to other lands within the zoning district.”

The Town of Ocean Ridge Land Development Code Variance Application requires that the applicant provide a statement of reasons or basis for the variance requested and specifies that the statement must address items “a” through “g”. Below is a listing of those items “a” through “g” and attached to the application is “Exhibit B” in which the applicant’s addresses the items noted above.

Section 63-73.b. of the Town code enables the Board of Adjustments to approve a variance provided the requirements of that code section are met, that the reasons set forth in the application justify the granting of the variance, and subject to the **criteria** listed below. Staff review of the criteria relative to each variance is provided below.

- a. That special conditions and circumstances existing which are peculiar to the land involved and which are not applicable to other lands within the zoning district;

Response tie beam height: the application cites unique structural demands of a flat roof system resulting in “squished” floor heights. These structural and engineering demands as well as floor heights are applicable to any home in the Town of Ocean Ridge designed with a flat roof system and are applicable to all other lands within the RSF Zoning District. As such this criterion is not met.

Response flat roof usable area height: the application cites location on Ocean Boulevard and the ability to enjoy unobstructed views of the ocean. Homes in numerous parts of the Town of Ocean have the potential for unobstructed views of the ocean if their homes, balconies or flat roof areas were taller and these conditions are not unique to this property. As such this criterion is not met.

- b. That the special conditions and circumstances do not result from the action of the applicant;

Response tie beam height: the application cites the standard architectural and engineering requirements. These requirements are applicable to all flat roof designs, and as such this criterion is not met.

Response flat roof usable area height: the application cites unique topography and view opportunities. The same topography exists in adjacent homes, and the view opportunities exist in other parts of the community and as such this criterion is not met.

- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.

Response tie beam height: the application cites comparison to heights of sloped roofs and that similar variances have been approved. The code recently changed to allow flat roofs including the provisions of Section 67-37, and since then no variances have been requested for similar height increases, as such this criterion is not met.

Response flat roof usable area height: the application cites the intent to achieve reasonable enjoyment of ocean views, other sloped roof allowances that inherently enjoy elevated viewing points. Since the regulations for sloped roofs have the same height limitation as flat roof for flat roof usable areas, this criterion is not met.

- d. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties within the zoning district.

Response tie beam height: the application cites that restricting the height to 24' would create an undue hardship by limiting the ability to design a function, code-compliant residence and that slope roofed homes allow up to 36'. Since all flat roof and sloped roof structures are limited to 24' tie beam, this criterion is not met.

Response flat roof usable area height: the application cites that without the variance the applicant would be deprived of reasonable enjoyment of view available in the area, however no similar variances have been granted to enable ocean views and as such this criterion is not met.

- e. That the variance granted is the minimum variance that would make possible the reasonable use of the land, building or structure.

Response tie beam height: the application cites the tie beam height is necessary to ensure that the building can support structural and MEP system effectively, however this can be done with shorter ceiling heights and as such this criterion is not met.

Response flat roof usable area height: the application cites that the additional height is the minimal change to provide functional, unobstructed views of the

ocean, however, since there is an existing reasonable use of the property as it currently exists without any renovation, second story or height increase for the flat roof usable area, this criterion is not met.

- f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.

Response tie beam height: the application cites that the variance is in harmony with the intent of the ordinance to support a functional and safe residential space, however since a safe and functional space can be designed and constructed without the variance with a reduced interior ceiling height, granting the variance would be contrary to the intent of the ordinance, and this criterion is not met.

Response flat roof usable area height: the application cites that the 16' height enhances the natural experience of the ocean setting, however the same height limitation applies to all construction in the Town of Ocean Ridge and as such this criterion is not met.

- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

Response tie beam height: increase in height would not impact the public welfare.

Response flat roof usable area height: increase in height would not impact the public welfare.

4. BOARD ACTION.

Section 63-73.b. states that "to approve a variance the board shall find following:

1. That the requirements of this section have been met; and,
2. That the reasons set forth in the application justify the granting of the variance; and,
3. That special conditions and circumstances exist which are peculiar to the land, structure or building involved, and which are not applicable to other lands, structures or buildings in the same zoning district; and,
4. That special conditions and circumstances do not result from the actions of the applicant; and,
5. That granting the variance requested will not confer on the applicant any special privilege that is denied by this land development code to other lands, buildings or structures in the same zoning district; and,
6. That literal interpretation of the provisions of this land development code would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this land development code; and,
7. That literal interpretation of the provisions of this land development code would work unnecessary and undue hardship on the applicant; and,
8. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building or structure; and,

9. That the grant of the variance will be in harmony with the general intent and purpose of the land development code; and,
10. That such variance will not be injurious to the surrounding area and would not impair desirable general development of the neighborhood or the community as proposed in the comprehensive plan, or otherwise detrimental to the public welfare.”

In addition to the above, **Section 63-73** provides the following requirements for the Board of Adjustment when considering an application for variance:

1. Financial hardship is not to be considered alone as sufficient evidence of a hardship in the grant of a variance.
2. Under no circumstances, except as permitted in this section, shall the board of adjustment grant a variance to permit a use not generally permitted in the zoning district involved, or on the grounds of nonconforming or grandfathered use of neighboring lands, structures or buildings in the zoning district or of pre-existing conditions or neighboring lands which are contrary to the land development code.
3. In granting any variance the board may prescribe conditions and safeguards in conformance with the land development code. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of this land development code.
4. The board of adjustment may prescribe a reasonable time limit within which the action for which the variance is required shall be begun or completed, or both. Unless a specific time limit is prescribed by the board of adjustment, a variance granted under the provisions of this land development code shall automatically lapse if building construction, in accordance with the plans for which such variance was granted, has not been initiated within six months from the date of granting of such variance by the board or, if judicial proceedings to review the board's decision are instituted, from the date of entry of the final order in such proceedings, including all appeals. The town manager is authorized to approve one automatic six-month extension of time to commence construction pursuant to a variance. Any request for additional time shall be presented to the board of adjustment.
5. Any variance granted by the board shall be noted in its official minutes along with the reasons which justify the granting thereof and required conditions and safeguards.

5. STAFF RECOMMENDATION

Town Staff recommends that the Board of Adjustments consider the information supplied by the applicant, this report, testimony at the hearing, and other relevant information to make its decision.

Joseph Asir
Helen Pamela Asir
250 Royal Palm Way
Palm Beach, FL 33480

271

63-1623/670

10/31/2021

DATE

PAY TO THE
ORDER OF

Town of Ocean Ridge

\$ 1500.00

One Thousand and Five Hundred

DOLLARS

Security features
included.
Details on back.



FINEMARK

NATIONAL BANK & TRUST

FOR

5920 N. Ocean (2nd variance)

T-Asi

MP

Micro Serial - Signature



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
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LAND DEVELOPMENT CODE VARIANCE APPLICATION

The completed application must be filed at least forty-five (45) days prior to the date of the Commission/Board meeting at which the application is to be considered. Please contact the Town Hall for any questions, and to schedule the required pre-application meeting.

The undersigned applicant(s) hereby petitions the Town of Ocean Ridge Board of Adjustment to call a public hearing(s) after due public notice, the cost of which is hereby assumed by the undersigned for the purpose of considering a variance to the Town's Land Development Code, as described herein.

APPLICANT(S) NAME:	Helen Asir
PROPERTY ADDRESS:	5920 N Ocean Blvd, Ocean Ridge, FL 33435
EMAIL ADDRESS:	asirs@comcast.net
PHONE:	609-933-1274/609-933-1275

INSTRUCTIONS FOR COMPLETION OF APPLICATION

1. All properties within a single application must be contiguous (immediately adjacent) to one another, and the Administrative Official may require more than one (1) application if the property concerned contains more than five (5) acres, or the fee paid for one (1) application would not equal the cost of processing the same.
2. No variance application shall be accepted by the Administrative Official for filing unless it is presented on the official forms provided by the town, and is filed with **an original plus ten (10) copies, including all exhibits as listed below, for a total submission of eleven (11) packets.**
3. Before any application is submitted, the applicant is required to schedule a pre-application meeting. The fee for this meeting will be \$250 that will be reduced from the \$1,500 variance fee, if the applicant chooses to apply afterwards.
4. Before any application is deemed "filed", it must be complete (with all required information as stated below), and the **filing fee of \$1,500.00** must be received by the Town Staff.
5. An application is complete only when it is executed in affidavit form (sworn) by:
 - a. the owner or owners of at least seventy-five (75%) per cent of the property described in the application; or
 - b. the tenant or tenants, with the owners' written (sworn) consent; or
 - c. the duly authorized agent(s), with the owners' power of attorney (not including members of the Florida Bar); or
 - d. the contract purchasers, with the filing of a copy of the Contract of Sale and Purchase; or
 - e. the Administrative Official; or
 - f. any person aggrieved by a development order or requirement.



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NATURE OF THE REQUEST FOR VARIANCE

Section 67-37 of the Town of Ocean Ridge, Land Development Code requires The maximum tie beam height is 14 feet for a single-story structure or 24 feet for a two-story structure. The code also provides that a flat roof usable area shall be limited to a maximum height of 14 feet from the finished floor

The applicant requests a variance to permit: an increase in the tie beam height to 28' instead of 24' and increase in flat roof usable height to 16 feet

DESCRIPTION OF PROPERTY

A copy of the latest recorded deed is attached hereto as **Exhibit A**. The Property Control No. 46-43-45-27-08-000-0453 and the subject property is located approximately 110 feet from the intersection of State Road A1A and Thompson Street, on the (~~north~~, ~~east~~, ~~south~~, west) side of State Road A1A Street.

JUSTIFICATION OF VARIANCE

1. Section 63-34 of the Town of Ocean Ridge Land Development Code requires a statement of special reasons or basis for the variance request. This statement should be predicated on the objectives presented in Sections 63-2 and 63-34 of the Code, and should be attached and marked as **Exhibit B**. The statement must include comments on each of the following individually, marked "a" through "g" as listed below:

- a. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved, and which are not applicable to other lands, structures, or buildings in the same zoning district.
- b. That the special conditions and circumstances do not result from the actions of the applicant.
- c. That granting the variance requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance to other lands, buildings, or structures in the same zoning district.
- d. That literal interpretation of the provisions of the Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Ordinance and would work unnecessary and undue hardship on the applicant.
- e. That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- f. That the granting of the variance will be in harmony with the general intent and purpose of the Ordinance.
- g. That such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.



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THE FOLLOWING REQUIRED GRAPHIC INFORMATION
SHALL BE ATTACHED TO THIS APPLICATION, AND MARKED AS REQUIRED

1. **Exhibit C:** Surveys submitted must be sealed by a Land Surveyor licensed by the State of Florida at a scale prescribed by the Town containing the following:
 - a. An accurate legal description of the property.
 - b. A computation of the size of the tract to the nearest one-tenth (1/10) of an acre.
 - c. The survey must have been prepared for the current property owner, contract purchaser, or owners' agent or attorney, and regardless of when prepared, must contain all updated information such as latter property revisions including but not limited to fencing, walls, structures, driveways or walkways.
2. **Exhibit D:** The location of the subject parcel plotted by an engineer or surveyor registered in the State of Florida on a copy of the official's zoning map of the Town or a reasonable facsimile thereof.
3. **Exhibit E:** A property owners' location drawing showing all property owner's information required below and their relation to the subject parcel:
4. **Exhibit F:** A complete list of all property owners, mailing addresses, one (1) set of mailing labels, and legal descriptions of all property within three hundred (300) feet of the subject parcel as recorded as prepared by the Palm Beach County Property Appraiser's office.
5. **Exhibit G:** A statement of the applicant's equitable or title interest in the property, accompanied by one of the following:
 - a. If joint and several ownership, a written consent by all owners of a record, or
 - b. if a contract purchaser, a copy of the Contract for Sale and Purchase, plus the written consent of the owners, or
 - c. If an authorized agent, a copy of the Agency Agreement, or Power of Attorney giving the consent of the owners, or
 - d. If a lessee, a copy of the lease agreement and written consent of the owners, or
 - e. If a corporation or other business entity, the name of the officer or person responsible for the application and written proof that said person has the authority to represent the corporation or other business entity, or
 - f. If more than one owner, the title owners of a least seventy-five (75) percent of the



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property described in the application must provide written consent.

6. **Exhibit H:** Each application for variance shall include the following information to be shown on a Site Plan of the property:

- a. The exact location of all structures on the property, showing distance from the property line(s) and other structures.
- b. The exact location of the property related to the public street or easement on which the property fronts.
- c. The exact location of driveways and fences of the subject property.
- d. An accurate indication of what and where the variance is as it relates to the existing structures on the property and to the nearest property or properties which the relief sought would affect.
- e. All pertinent information, such as drawings of details, landscaping, detailed measurements, parking, public and private utilities, and other information designed to provide a factual basis for the consideration of the variance shall be included on the Site Plan.
- f. Plans for Multiple Dwelling Units **are to be reviewed for off-street parking and landscaping by the Administrative Official prior** to filing an Application for Variance.

OFFICIAL FILING FEE

1. The Official Filing fee for each request for variance or appeal shall be fifteen hundred (\$1,500.00) dollars. This fee is non-refundable.
2. Should there be expenses over and above the fifteen hundred dollar (\$1,500.00) fee, the Applicant shall remit the balance to the Town upon being notified of the amount due, and prior to public hearing on the application.
3. Payment may be made only in U.S. Currency, cashier's, personal, or business check on a U. S. bank. All checks shall be made payable to the "Town of Ocean Ridge". The issuance of a non-collectable check shall be subject to an additional administrative fee of one hundred (\$100.00) dollars. Checks issued on non-sufficient funds ("NSF") or closed accounts shall be prosecuted as provided by law.



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

APPLICANT'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) understand and will comply with the provisions of the Town of Ocean Ridge Land Development Code, and in particular Sections 63-73 and 63-34 (only if a variance is requested). The undersigned further certifies the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

(Witness)

(Witness)

(SIGNATURE OF APPLICANT(S))

Helen Asir

(Type/Print Name of Applicant(s))

APPLICANT IS:



Owner



Contract Purchaser



Other

(explain)

5920 N Ocean Blvd

(Street Address)

Ocean Ridge, FL 33435

(City and State)

609-933-1275

(Telephone/Fax Numbers)

NAME OF OWNER(S),
IF OTHER THAN APPLICANT(S):

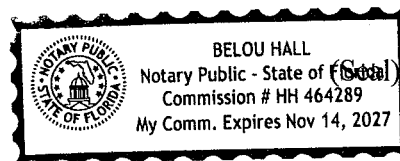
(Mailing Address)

asirs@comcast.net

(Email Address)

SWORN TO AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL ☒ PRESENCE
OR ☐ ONLINE NOTARIZATION ON THIS 31 DAY OF october, 2024.

Notary Public, State of Florida - At Large
My Commission Expires:



☐ Personally Known or ☒ Type of Identification Produced: Florida Driver License



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

TOWN OF OCEAN RIDGE, FLORIDA FOR OFFICIAL TOWN USE ONLY

DATE OF OFFICIAL ACCEPTANCE: _____ OFFICIAL FILE NUMBER: _____

DATE OF AGENDA CERTIFICATION: _____ LAND USE DISTRICT: _____

FILING FEE PAID: _____ ADVERTISING FEE (AMOUNT PAID): _____

BY: _____

ADMINISTRATIVE COMMENTS

Type of Variance/Appeal:

Size of Parcel: _____ sq. feet Dimensions of Lot

Comments or Recommendation:

TOWN MANAGER
ADMINISTRATIVE OFFICIAL

BOARD OF ADJUSTMENT ACTION

PUBLIC HEARING DATE:

CONTINUANCES GRANTED:

FINAL ACTION TAKEN:

HISTORIC PROPERTY ADDENDUM

1. The applicant represents that the structure on the property described herein does not have "significant historic value", because of the following: (attach additional sheet(s), if necessary)

2. The applicant represents that the cost and practical feasibility of repairing or restoring the structure on the property described herein is not reasonable because of the following:

APPLICANT'S CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

The undersigned Applicant(s) swears or affirms, under penalty of perjury, that he/she (they) the foregoing statements made herein, together with all exhibits attached hereto, or later presented at a hearing in this cause, are true to the best of his/her (their) knowledge and belief.

(Witness)

(SIGNATURE OF APPLICANT(S))

(Witness)

(Type/Print Name of Applicant(s))

SWORN TO AND SUBSCRIBED BEFORE ME BY MEANS OF PHYSICAL ☐ PRESENCE
OR ☐ ONLINE NOTARIZATION ON THIS ____ DAY OF _____, 20____.

(Seal)

Notary Public, State of Florida - At Large
My Commission Expires:

☐ Personally Known or ☐ Type of Identification Produced: _____



TOWN OF OCEAN RIDGE

6450 North Ocean Boulevard, Ocean Ridge, Florida 33435
(561) 732-2635 Main ♦ (561) 737-8359 Fax
oceanridgeflorida.com ♦ info@oceanridgeflorida.com

APPEAL ADDENDUM

In addition to other forms and requirements, the filing of an Appeal from the decision of the Administrative Official requires a detailed description of the basis for the challenge to such decision. The Applicant shall provide complete facts and circumstances which the Applicant believes constitute a violation of the Town's Land Development Code (LDC), and a clear description of the LDC section(s) which are alleged to have been violated.

The information provided shall be used by the Board of Adjustment in determining probable cause to believe the Administrative Official's decision in the matter described. The Board of Adjustment shall make an initial determination regarding probable cause. If a finding of "no probable cause" is determined, the hearing shall thereafter be adjourned, and the aggrieved party shall have a further right to file a Petition for Writ of Certiorari with the Circuit Court, in and for Palm Beach County, Florida.

If "probable cause" is found by the Board of Adjustment, the appellant shall immediately bring his/her case forward. While deemed an "appeal", the hearing before the Board of Adjustment shall be a quasi-judicial, evidentiary hearing, with the right to present and confront all evidence and witnesses. The Board shall observe fundamental due process requirements, including notice and the right to be heard. However, the Florida Rules of Evidence and Rules of Civil or Appellate Procedure shall not be so strictly enforced as to prohibit relevant hearsay or other relevant information coming before the Board. The appellant and the Administrative Official shall each have one half (1/2) hour within which to present their respective cases, unless otherwise determined by the Board. The Board shall thereafter be free to question either party and shall decide the matter after making "findings of fact" and "determination of law". Any decision of the Board of Adjustment shall be appealed, if at all, within thirty (30) days of being rendered, in writing, as provided by law and Rules of Appellate Procedure.

EXHIBIT A

Prepared by and return to:

Todd E. Surber, Esq.

President

Independence Title Insurance Agency, Inc.

830 S.E. 5th Avenue

Delray Beach, FL 33483

561-368-3337

File Number: B21-766

Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 28th day of December, 2021 between Mehul Jhaveri and Punita Jhaveri, husband and wife whose post office address is 363 E. Conference Drive, Boca Raton, FL 33486, grantor, and Helen Asir, a married woman whose post office address is 5920 North Ocean Blvd, Ocean Ridge FL 33435 grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Palm Beach County, Florida** to-wit:

That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amended Plat of part of Boynton's Subdivision, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida

Parcel Identification Number: 46-43-45-27-08-000-0453

Subject to taxes for 2022 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

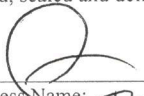
Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

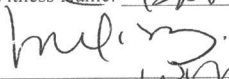
To Have and to Hold, the same in fee simple forever.

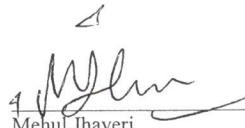
And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2021**.

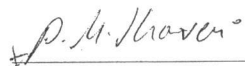
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:


Witness Name: Todd Surber


Witness Name: Punita Jhaveri

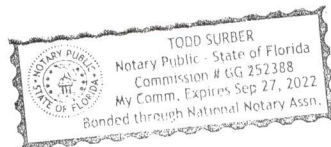

Mehul Jhaveri (Seal)

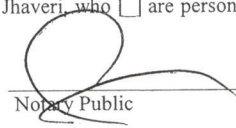

Punita Jhaveri (Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 22nd day of December, 2021 by Mehul Jhaveri and Punita Jhaveri, who ☐ are personally known or ☒ have produced a driver's license as identification.

[Notary Seal]




Notary Public

Printed Name: Todd Surber

My Commission Expires: 9/27/22

EXHIBIT B

October 29, 2024

EXHIBIT B: JUSTIFICATION FOR VARIANCE

STATEMENT OF APPLICANT

I am requesting a variance to increase the maximum height of the tie beam for a flat roof structure from 24 feet to 28 feet, an additional 4 feet, in order to accommodate essential structural and MEP (Mechanical, Electrical, and Plumbing) requirements. This increase is minimal and necessary to ensure that the building design remains functional and aesthetically consistent within the surrounding neighborhood. Please find comments addressing each required criterion, marked “a” through “g” below.

a. Special Conditions and Circumstances

Special circumstances exist due to the unique structural demands of a flat roof design, which requires a 2-foot structural beam to maintain stability and accommodate MEP installations. Unlike sloped roofs permitted to reach up to 36 feet, flat roofs are capped at 24 feet, restricting interior space. This limitation results in “squished” floor heights that are inconsistent with residential standards, especially in terms of MEP space and functionality, which other buildings in the district achieve with sloped roof allowances.

b. Non-Applicant-Created Conditions

The need for additional height arises from the inherent requirements of a flat roof design for proper structural stability and MEP functionality. This condition is not the result of applicant modifications but stems from standard architectural and engineering requirements, necessitating the additional height to meet code and safety requirements while achieving functional living spaces.

c. No Special Privilege Conferred

Approving this variance would not grant any special privilege, as

the request is solely to achieve equitable design functionality comparable to neighboring properties with sloped roofs, which are permitted to reach 36 feet. Other properties with flat roofs have also been granted similar variances, establishing a precedent for this type of minimal height adjustment to ensure structural integrity and livable interior spaces without affecting neighborhood character.

d. Deprivation of Common Rights Without Variance

A literal interpretation of the ordinance's 24-foot height restriction would create an undue hardship by limiting the ability to design a functional, code-compliant residence. Properties with sloped roofs in the district are permitted to reach 36 feet, allowing for greater MEP and living space flexibility. Without this variance, the height restriction would deprive this property of reasonable interior space and functionality, creating unnecessary hardship.

e. Minimum Variance for Reasonable Use

The requested 4-foot increase is the minimum adjustment necessary to ensure that the building can support structural and MEP systems effectively while achieving the architectural intent. No additional height is sought beyond what is essential to accommodate these elements within a flat roof design, aligning with the minimum adjustment required for functional use.

f. Harmony with the Ordinance's Intent

This variance aligns with the general intent and purpose of the ordinance, which aims to support functional and safe residential spaces without disrupting neighborhood character. By maintaining a modest 4-foot increase, this variance preserves both the architectural cohesion of the area and the integrity of the ordinance's provisions regarding flat roof construction.

g. No Detriment to Public Welfare or Area

Granting this variance will not be injurious to the surrounding area or detrimental to public welfare. The requested height increase is minimal and will not affect the neighborhood's appearance or character. The property remains in scale with

surrounding structures, and the additional height is strictly for structural and functional purposes, ensuring a safe, high-quality construction that blends with nearby homes.

REQUEST FOR VARIANCE FOR BALCONY HEIGHT

In addition to the request for a 4-foot increase in the tie beam height for the flat roof structure, I am also requesting a variance for the maximum balcony height. Specifically, this request is to allow a balcony height of 16 feet, rather than the 14 feet permitted by the ordinance, to enhance ocean views from the property. The modest increase in balcony height will improve functionality and enjoyment of the property while maintaining harmony with the surrounding area.

Below is the detailed statement addressing each criterion for the variance, marked "a" through "g."

a. Special Conditions and Circumstances

This property's location on Ocean Road presents unique circumstances not shared by other lands within the same zoning district. The ability to enjoy unobstructed ocean views, which are part of the property's value, depends on a slightly elevated balcony. The request for a 16-foot balcony height, in conjunction with the 28-foot tie beam height for the flat roof, allows for a functional design that maximizes the property's natural setting without impacting neighboring views or building harmony.

b. Non-Applicant-Created Conditions

The need for a 16-foot balcony height results from the inherent design of a flat roof structure and the unique topography and view opportunities of the property on Ocean Road. This condition is not a result of any modifications or actions by the applicant but rather a response to both design limitations imposed by the ordinance and the property's location, which naturally warrants a slightly elevated balcony for ocean viewing.

c. No Special Privilege Conferred

Granting this additional balcony height does not provide any special privilege, as the intent is solely to achieve reasonable enjoyment of the ocean views afforded to this property. Other properties in similar locations with sloped roof allowances inherently enjoy elevated viewing points. This request maintains consistency with the overall zoning district's treatment of view accessibility without altering the neighborhood character or granting undue advantage.

d. Deprivation of Common Rights Without Variance

Without this variance, the property's ocean view, a key feature, would be unnecessarily restricted, depriving the applicant of reasonable enjoyment of the unique views available within this area. This balcony height adjustment aligns the property with similar viewing capabilities available to other properties in the vicinity, ensuring that no undue hardship is imposed by the ordinance's strict interpretation.

e. Minimum Variance for Reasonable Use

The requested increase to a 16-foot balcony height is the minimum adjustment needed to provide functional, unobstructed ocean views for this property. This request does not exceed what is necessary to maintain the property's enjoyment and does not alter the neighborhood's architectural harmony.

f. Harmony with the Ordinance's Intent

The requested balcony and tie beam height variances remain in harmony with the intent of the ordinance by allowing a design that both respects neighborhood aesthetics and safely accommodates the flat roof structure's MEP requirements. The 16-foot balcony height enhances the natural experience of the ocean setting, which is in line with the overall residential quality encouraged by the ordinance.

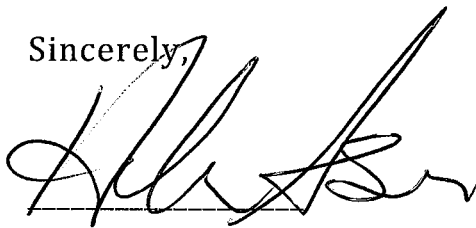
g. No Detriment to Public Welfare or Area

This modest balcony height increase will not harm the area or detract from public welfare. The variance will not negatively

impact neighboring properties or obstruct views, given the property's location on Ocean Road. The requested height adjustments are designed to maintain architectural cohesion and improve the property's functional enjoyment without disrupting the area's character.

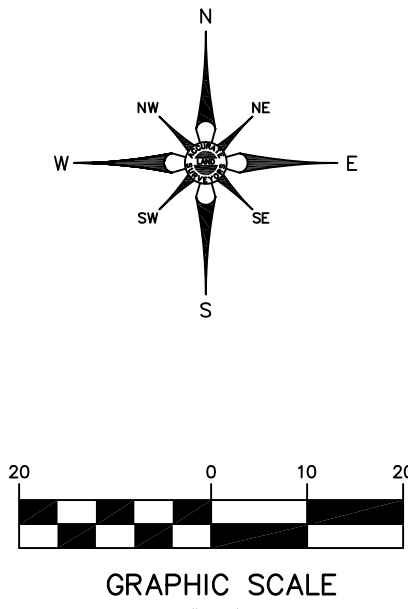
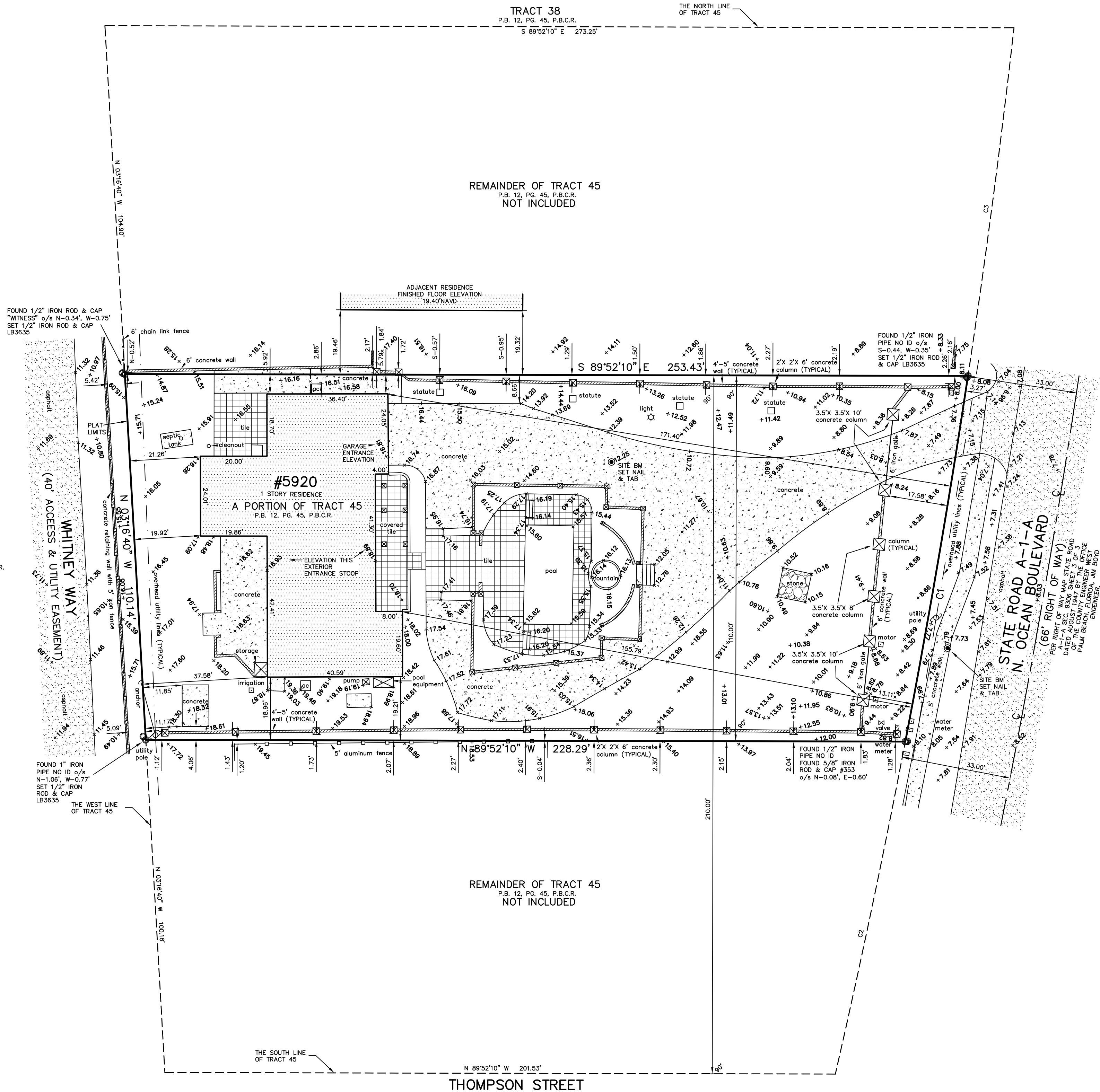
This request is consistent with the Town's guidelines for variances, ensuring a safe, functional, and visually cohesive addition to the community. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Helen Asir', written over a horizontal line.

Helen Asir

EXHIBIT C



C1:
Radius: 2831.93'
Delta: 02°15'26"
Arc Length: 111.56'
Tangent: 55.79'
Chord: 111.56'
Course: S 09°43'17" W

C2:
Radius: 2831.93'
Delta: 02°04'00"
Arc Length: 102.15'
Tangent: 51.08'
Chord: 102.14'
Course: N 11°53'00" E

C3:
Radius: 2831.93'
Delta: 02°08'11"
Arc Length: 105.60'
Tangent: 52.80'
Chord: 105.59'
Course: S 07°31'28" W

ACCURATE LAND SURVEYS, INC.

L.B. #3635

1600 S. FEDERAL HIGHWAY
SUITE 600
POMPANO BEACH, FLORIDA 33062

TEL: (954) 782-1441

FAX: (954) 782-1442

EMAIL: INFO@ACCURATELANDSURVEYS.COM

BOUNDARY & TOPOGRAPHIC SURVEY

SYMBOLS & LEGEND OF ABBREVIATIONS:

R/W	=	RIGHT OF WAY	X 7.00'	=	ELEVATIONS BASED ON N.A.V.D.
N	=	NORTH	(AE)	=	APPARENT ENCROACHMENT
S	=	SOUTH	P.B.C.R.	=	PALM BEACH COUNTY RECORDS
E	=	EAST	M.D.C.R.	=	MIAMI-DADE COUNTY RECORDS
W	=	WEST	P.O.C.	=	POINT OF COMMENCEMENT
D.B.	=	DEED BOOK	P.O.B.	=	POINT OF BEGINNING
ENCH.	=	ENCROACH	CHATT.	=	CHATTAHOOCHEE
F.F.	=	FINISHED FLOOR	F.P.L.	=	FLORIDA POWER & LIGHT
GAR.	=	GARAGE	B.C.R.	=	BROWARD COUNTY RECORDS
C/L	=	CENTERLINE	O.R.B.	=	OFFICIAL RECORDS BOOK
MH	=	MANHOLE	F.D.O.T.	=	FLORIDA DEPARTMENT OF TRANSPORTATION
(M)	=	MEASURED	D.E.P.	=	DEPARTMENT OF ENVIRONMENTAL PROTECTION
P.B.	=	PLAT BOOK	D.N.R.	=	DEPARTMENT OF NATURAL RESOURCES
A/C	=	AIR CONDITIONER	P.R.M.	=	PERMANENT REFERENCE MONUMENT
P	=	PLAT	N.A.V.D.	=	NORTH AMERICAN VERTICAL DATUM
□	VALVE	□	UTILITY BOX	—	PARKING STRIPE
⊙	MANHOLE	⊙	HYDRANT	—	OVERHEAD UTILITY LINES
⊞	BASIN	⊞	UTILITY POLE	▨	6' CONCRETE WALL
⊞	WELL	⊞	VAULT	▨	COVERED AREA
□	WATER METER	☆	LIGHT	▨	CONCRETE
⊙	MONITORING WELL	●	BOLLARD	▨	BRICK PAVERS
○	PROPERTY CORNER	□	AIR CONDITIONER	▨	TILE
—	CHAIN LINK FENCE	—	WOOD FENCE	▨	ASPHALT
—	METAL FENCE	—	PVC FENCE	—	CONCRETE FENCE
—		—		—	WIRE FENCE

STREET ADDRESS:
5920 N. Ocean Boulevard, Ocean Ridge, Florida 33435

LEGAL DESCRIPTION:
That part of the North 110 feet of the South 210 feet of Tract 45 lying West of the Right-of-Way of State Road A1A, of the Amended Plat of part of BOYNTON'S SUBDIVISION, according to the Plat recorded in Plat Book 12, Page 45, Public Records of Palm Beach County, Florida.

- NOTES:**
- Unless otherwise noted field measurements are in agreement with record measurements.
 - Bearings shown hereon are based on a map bearing of north 89°52'10" west along the north right of way line of Thompson Street, per right of way map State Road A-1-A Sec. 9306 sheet 3 of 3 dated August 1947.
 - The lands shown hereon were not abstracted for ownership, rights of way, easements, or other matters of records by Accurate Land Surveyors, Inc.
 - Ownership of fences and walls if any are not determined.
 - This survey is the property of Accurate Land Surveyors, Inc. and shall not be used or reproduced in whole or in part without written authorization.
 - Any and all underground features such as foundations, utility lines, Ext. were not located on this survey. This is an above ground survey only.
 - The flood zone information shown hereon is for the dwellable structure only unless otherwise indicated.
 - The location of overhead utility lines are approximate in nature due to their proximity above ground, size, type and quantity must be verified prior to design or construction.
 - Accuracy statement: This survey meets or exceeds the horizontal accuracy for SUBURBAN LINEAR: 1 FOOT IN 7,500 FEET.
 - Printed copies of this survey are not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
 - PDF copies of this survey are not valid without the digital signature of a Florida Licensed Surveyor and Mapper and must be verified.
 - This property may fall seaward of the coastal construction control line and cannot be determined without a coastal construction control line survey.
 - Perimeter area of the subject property is 26,535 square feet, or 0.60915978 acres, more or less.

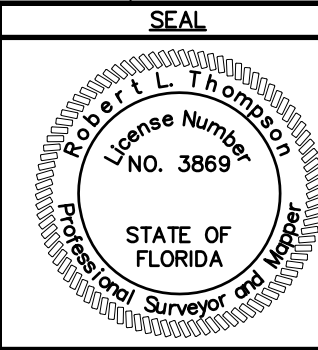
FLOOD INFORMATION:
Community name and number: Town of Ocean Ridge 125134
Map and panel number: 12099C0793F
Panel date: 10-05-2017
Index date: 10-05-2017
Flood zone: X
Base flood elevation: N/A

BENCHMARK INFORMATION:
Palm Beach County Benchmark #T 315
Elevation = 23.661'NAVD1988

THIS SURVEY SUPERCEDES ALL PREVIOUS SURVEYS. ALL PREVIOUS SURVEYS SHOULD NOT BE USED FOR DESIGN OR CONSTRUCTION.

ORIGINAL DATE OF FIELD SURVEY: 12-28-2021	DRAWN BY: MLW	
FIELD BOOK: ALS-SU-21-3032	CHECKED BY: MLW	
REVISIONS & SURVEY UPDATES	DATE OF SURVEY & REVISIONS	BY
ADD PERIMETER AREA OF THE SUBJECT PROPERTY	12-20-2023	MLW
UPDATE/TOPOGRAPHIC SURVEY 23-1669	11-07-2023	MLW
UPDATE/TOPOGRAPHIC SURVEY 22-0733	04-15-2022	MLW

CERTIFY TO:
Helen Asir



CERTIFICATION:
This is to certify that this above ground sketch of boundary survey was made under my responsible charge and is accurate and correct to the best of my knowledge and belief. I further certify that this sketch meets the current Standards of Practice, established by the Board of Professional Surveyors and Mappers, Chapter 5J-17, Florida Administrative Codes, pursuant to current Section 472.027, Florida Statutes.

ROBERT L. THOMPSON (PRESIDENT)
PROFESSIONAL SURVEYOR AND MAPPER No.3869 - STATE OF FLORIDA

EXHIBIT D



PROJECT TITLE: **ASIR RESIDENCE**

5920 N. OCEAN BOULEVARD
OCEAN RIDGE, FL 33435

DATE: May 6, 2024
JOB NO: 2023-06
DRAWN BY: NBS
CHECKED BY: SSR

EXHIBIT E

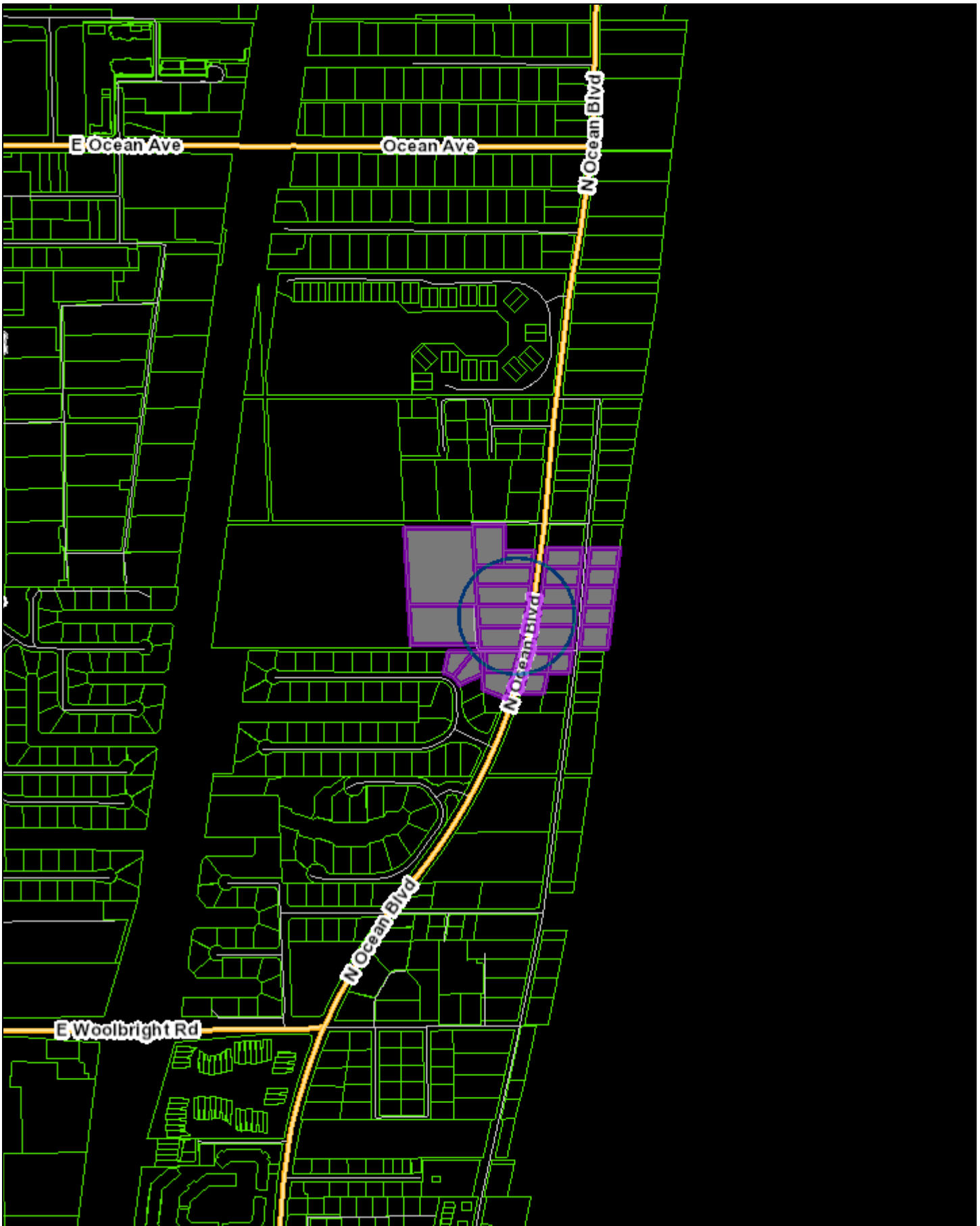


EXHIBIT F

Parcel Number	Owner Name	Owner Name 2	Mailing 1	City State & Zip	Site Address	Buffer
4.64345E+16	SIGWALT SEBASTIEN &	SIGWALT DANIELLE	223 N KING ST	LEESBURG VA 20176 2208	6010 N OCEAN BLVD	300
46434527080000384	DAGHER SAMI I &	DAGHER NORMA	6000 N OCEAN BLVD	BOYNTON BEACH FL 33435 5246	6000 N OCEAN BLVD	300
46434527080000385	REITER RUSSELL M &	REITER SUSAN C	1 CORRINE ST	OCEAN RIDGE FL 33435 3276	1 CORRINE ST	300
46434527080000452	CAPLAN JAMES F		5910 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5910 N OCEAN BLVD	300
46434527080000453	ASIR HELEN		5920 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5920 N OCEAN BLVD	300
46434527080000454	GALAINENA LUIS A &	GALAINENA MARIA L &	5930 N OCEAN BLVD	BOYNTON BEACH FL 33435 5244	5930 N OCEAN BLVD	300
46434527080000461	TOMARCHIO FREDRIC A &	TOMARCHIO MARCIA M	13327 SPRINGWOOD CT	ELLICOTT CITY MD 21042 1256	5888 N OCEAN BLVD	300
46434527080000464	SIBLEY MATTHEW D &	SIBLEY KERRI L	5890 N OCEAN BLVD	OCEAN RIDGE FL 33435 6238	5890 N OCEAN BLVD	300
46434527080050031	MUCHA JACEK		6013 N OCEAN BLVD	OCEAN RIDGE FL 33435 5237	6013 N OCEAN BLVD	300
46434527080050051	SIMON DAVID &	SIMON JILL	6011 N OCEAN BLVD	BOYNTON BEACH FL 33435 5237	6011 N OCEAN BLVD	300
46434527080050070	DRACARYS DELRAY LLC		998 OLD COUNTRY RD UNIT	PLAINVIEW NY 11803 4981	6009 N OCEAN BLVD	300
46434527080050081	STEELPOINT PROPERTIES LLC		5929 N OCEAN BLVD	BOYNTON BEACH FL 33435 5245	5929 N OCEAN BLVD	300
46434527080050101	KOSINSKI GARY &	KOSINSKI PENNY	6000 OLD OCEAN BLVD	BOYNTON BEACH FL 33435 5243	6000 OLD OCEAN	300
46434527080060010	NEWLAND MAX		5907 N OCEAN BLVD	BOYNTON BEACH FL 33435 5245	5907 N OCEAN BLVD	300
46434527080060020	VAN ARNEM HAROLD L &	VAN ARNEM BRIDGET S	5910 OLD OCEAN BLVD	BOYNTON BEACH FL 33435 6223	5910 OLD OCEAN	300
46434527090000040	OCARROLL FINBARR &	OCARROLL ELIZABETH	18 HARBOUR DR N	BOYNTON BEACH FL 33435 6212	18 HARBOUR DR N	300
46434527090000050	PETERSON ROSEMARIE	PETERSON ROSEMARIE TR	22 HARBOUR DR N	OCEAN RIDGE FL 33435 6212	22 HARBOUR DR N	300
46434527470000030	MILLION CHARLES A &	NARDI TIMOTHY M	5905 N OCEAN BLVD	OCEAN RIDGE FL 33435 5245	5905 N OCEAN BLVD	300
46434527700000010	MISSION FARMS EVERGLADES		13349 60TH ST S	WELLINGTON FL 33449 6012	2 WHITNEY WAY	300
46434527700000020	HOET FRANKLIN D &	DE HOET DANIELA MARTINEZ	13349 60TH ST S	WELLINGTON FL 33449 6012	4 WHITNEY WAY	300

EXHIBIT G

"AS IS" Residential Contract For Sale And Purchase

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR

corcoran

PARTIES: MEHUL JHAVERI ("Seller"),
and Helen Asir ("Buyer"),

agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase and any riders and addenda ("Contract"):

1. PROPERTY DESCRIPTION:

- (a) Street address, city, zip: 5920 N OCEAN BLVD, OCEAN RIDGE, FL 33435
(b) Located in: PALMBEACH County, Florida. Property Tax ID #: 46-43-45-27-08-000-0453
(c) Real Property: The legal description is AMENDED PL OF BOYNTONS SUB N 110 FT OF S 210 FT OF MUCK LT 45 LYG W OF SR A1A

together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or by other terms of this Contract.

- (d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items which are owned by Seller and existing on the Property as of the date of the initial offer are included in the purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), light fixture(s), drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), thermostat(s), doorbell(s), television wall mount(s) and television mounting hardware, security gate and other access devices, mailbox keys, and storm shutters/storm protection items and hardware ("Personal Property").

Other Personal Property items included in this purchase are:

Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

- (e) The following items are excluded from the purchase:

PURCHASE PRICE AND CLOSING

2. PURCHASE PRICE (U.S. currency): \$ 2,300,000.00

- (a) Initial deposit to be held in escrow in the amount of **(checks subject to Collection)** \$ 50,000.00

The initial deposit made payable and delivered to "Escrow Agent" named below
(CHECK ONE): (i) ☐ accompanies offer or (ii) ☒ is to be made within 3 (if left blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN OPTION (ii) SHALL BE DEEMED SELECTED.

Escrow Agent Name: First American Title
Address: c/o Sharon Weber 480 Hibiscus St #115, West Palm Beach Phone: 561-421-3500
E-mail: sharon.weber@corcoran.com Fax:

- (b) Additional deposit to be delivered to Escrow Agent within 8 (if left blank, then 10) days after Effective Date \$ 65,000.00

(All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

- (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8 \$500,000.00

- (d) Other: \$

- (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire transfer or other Collected funds (see STANDARD S) \$ 1,685,000.00

3. TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:

- (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before November 28, 2021 9:00pm, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day the counter-offer is delivered.

- (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or initialed and delivered this offer or final counter-offer ("Effective Date").

4. CLOSING; CLOSING DATE: The closing of this transaction shall occur when all funds required for closing are received by Closing Agent and Collected pursuant to STANDARD S and all closing documents required to be furnished by each party pursuant to this Contract are delivered ("Closing"). Unless modified by other provisions of

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this Contract, the Closing shall occur on 45 days from Effective date ("Closing Date"), at the time established by the Closing Agent.

5. EXTENSION OF CLOSING DATE:

- (a) In the event Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), if Paragraph 8(b) is checked, Loan Approval has been obtained, and lender's underwriting is complete, then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 7 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall have accepted the Property in its existing condition as of time of taking occupancy, see Rider T PRE-CLOSING OCCUPANCY BY BUYER.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) or any occupancy agreements (including seasonal and short-term vacation rentals) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D, except that tenant Estoppel Letters shall not be required on seasonal or short-term vacation rentals. If Property is intended to be occupied by Seller after Closing, see Rider U POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☒ may assign but not be released from liability under this Contract; or ☐ may not assign this Contract. IF NO BOX IS CHECKED, THEN BUYER MAY NOT ASSIGN THIS CONTRACT.

FINANCING

8. FINANCING:

- ☐ (a) This is a cash transaction with no financing contingency.
- ☒ (b) This Contract is contingent upon, within 30 (if left blank, then 30) days after Effective Date ("Loan Approval Period"): (1) Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other (describe) mortgage loan for purchase of the Property for a **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing"); and (2) Buyer's mortgage broker or lender having received an appraisal or alternative valuation of the Property satisfactory to lender, if either is required by lender, which is sufficient to meet the terms required for lender to provide Financing for Buyer and proceed to Closing ("Appraisal").

(i) Buyer shall make application for Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing and Appraisal terms of Paragraph 8(b)(1) and (2), above, ("Loan Approval") within the Loan Approval Period and, thereafter, to close this Contract. Loan Approval which requires Buyer to sell other real property shall not be considered Loan Approval unless Rider V is attached.

Buyer's failure to use good faith and diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information required by Buyer's mortgage broker and lender and paying for Appraisal and other fees and charges in connection with Buyer's application for Financing.

(ii) Buyer shall, upon written request, keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, loan processing, appraisal, and Loan Approval, including any Property related conditions of Loan Approval. Buyer authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status

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and progress and release preliminary and finally executed closing disclosures and settlement statements, as appropriate and allowed, to Seller and Broker.

(iii) If within the Loan Approval Period, Buyer obtains Loan Approval, Buyer shall notify Seller of same in writing prior to expiration of the Loan Approval Period; or, if Buyer is unable to obtain Loan Approval within Loan Approval Period but Buyer is satisfied with Buyer's ability to obtain Loan Approval and proceed to Closing, Buyer shall deliver written notice to Seller confirming same, prior to the expiration of the Loan Approval Period.

(iv) If Buyer is unable to obtain Loan Approval within the Loan Approval Period, or cannot timely meet the terms of Loan Approval, all after the exercise of good faith and diligent effort, Buyer may terminate this Contract by delivering written notice of termination to Seller prior to expiration of the Loan Approval Period; whereupon, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(v) If Buyer fails to timely deliver any written notice provided for in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Buyer shall proceed forward with this Contract as though Paragraph 8(a), above, had been checked as of the Effective Date; provided, however, Seller may elect to terminate this Contract by delivering written notice of termination to Buyer within 3 days after expiration of the Loan Approval Period and, provided Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vi) If Buyer has timely provided either written notice provided for in Paragraph 8(b)(iii), above, and Buyer thereafter fails to close this Contract, the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; or (2) Property related conditions of the Loan Approval (specifically excluding the Appraisal valuation) have not been met unless such conditions are waived by other provisions of this Contract; in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see Rider D for terms).

☐ (d) Purchase money note and mortgage to Seller (see Rider C for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- Charges for FIRPTA withholding and reporting
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Other: _____
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, Seller shall furnish a copy to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a

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search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 153, 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☐ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Buyer shall designate Closing Agent. Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.

(d) **SURVEY:** At least 5 days prior to Closing Date, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.

(e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☐ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.

(f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**

☐ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.

☐ (b) Seller shall pay, in full, prior to or at the time of Closing, any assessment(s) allowed by the public body to be prepaid. For any assessment(s) which the public body does not allow prepayment, OPTION (a) shall be deemed selected for such assessment(s).

IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.

This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., or special assessment(s) imposed by a special district pursuant to Chapter 189, F.S., which lien(s) or assessment(s) shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

(a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

(b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed or otherwise disposed of pursuant to Section 553.79, F.S. If Seller identifies permits which have not been closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.

(c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.

(d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area"

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or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property.

- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

11. PROPERTY MAINTENANCE: Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement"). See Paragraph 9(a) for escrow procedures, if applicable.

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 7 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.

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- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- (c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE-OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations, consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.
- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to Collection, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become Collected shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

14. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor.

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Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.
- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

16. DISPUTE RESOLUTION: Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

17. ATTORNEY'S FEES; COSTS: The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

- (i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) – (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

Buyer's Initials HA

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period, deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Time is of the essence in this Contract. Calendar days, based on where the Property is located, shall be used in computing time periods. Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, national legal public holiday (as defined in 5 U.S.C. Sec. 6103(a)), or a day on which a national legal public holiday is observed because it fell on a Saturday or Sunday, shall extend to the next calendar day which is not a Saturday, Sunday, national legal public holiday, or a day on which a national legal public holiday is observed.

G. FORCE MAJEURE: Buyer or Seller shall not be required to exercise or perform any right or obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the right or obligation, or the availability of services, insurance, or required approvals essential to Closing, is disrupted, delayed,

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STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

caused or prevented by a Force Majeure event. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fires, or other acts of God, unusual transportation delays, wars, insurrections, civil unrest, or acts of terrorism, governmental actions and mandates, government shut downs, epidemics, or pandemics, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. The Force Majeure event will be deemed to have begun on the first day the effect of the Force Majeure prevents performance, non-performance, or the availability of services, insurance or required approvals essential to Closing. All time periods affected by the Force Majeure event, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure event no longer prevents performance under this Contract; provided, however, if such Force Majeure event continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO REPORTING OBLIGATION.** If Closing Agent is required to comply with a U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Order ("GTO"), then Buyer shall provide Closing Agent with essential information and documentation related to Buyer and its Beneficial Owners, including photo identification, and related to the transaction contemplated by this Contract which are required to complete mandatory reporting, including the Currency Transaction Report; and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon Collection of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to Collection of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD pursuant to Chapter 190, F.S., and assessments imposed by special district(s) pursuant to Chapter 189, F.S.), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public or official records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may only be made by mail, facsimile transmission, personal delivery or email. A facsimile or electronic copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "Collection" or "Collected" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been Collected in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS") CONTINUED

(IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the parties, to be subsequently disbursed in accordance with the Withholding Certificate issued by the IRS or remitted directly to the IRS if the Seller's application is rejected or upon terms set forth in the escrow agreement.

(iv) In the event the net proceeds due Seller are not sufficient to meet the withholding requirement(s) in this transaction, Seller shall deliver to Buyer, at Closing, the additional Collected funds necessary to satisfy the applicable requirement and thereafter Buyer shall timely remit said funds to the IRS or escrow the funds for disbursement in accordance with the final determination of the IRS, as applicable.

(v) Upon remitting funds to the IRS pursuant to this STANDARD, Buyer shall provide Seller copies of IRS Forms 8288 and 8288-A, as filed.

W. RESERVED

X. BUYER WAIVER OF CLAIMS: *To the extent permitted by law, Buyer waives any claims against Seller and against any real estate licensee involved in the negotiation of this Contract for any damage or defects pertaining to the physical condition of the Property that may exist at Closing of this Contract and be subsequently discovered by the Buyer or anyone claiming by, through, under or against the Buyer. This provision does not relieve Seller's obligation to comply with Paragraph 10(j). This Standard X shall survive Closing.*

ADDENDA AND ADDITIONAL TERMS

19. ADDENDA: The following additional terms are included in the attached addenda or riders and incorporated into this Contract (**Check if applicable**):

- | | | |
|--|---|--|
| ☐ A. Condominium Rider | ☐ M. Defective Drywall | ☐ X. Kick-out Clause |
| ☐ B. Homeowners' Assn. | ☐ N. Coastal Construction Control Line | ☐ Y. Seller's Attorney Approval |
| ☐ C. Seller Financing | ☐ O. Insulation Disclosure | ☐ Z. Buyer's Attorney Approval |
| ☐ D. Mortgage Assumption | ☐ P. Lead Paint Disclosure (Pre-1978) | ☐ AA. Licensee Property Interest |
| ☐ E. FHA/VA Financing | ☐ Q. Housing for Older Persons | ☐ BB. Binding Arbitration |
| ☐ F. Appraisal Contingency | ☐ R. Rezoning | ☐ CC. Miami-Dade County Special Taxing District |
| ☐ G. Short Sale | ☐ S. Lease Purchase/ Lease Option | ☐ DD. Seasonal/Vacation Rentals |
| ☐ H. Homeowners/Flood Ins. | ☐ T. Pre-Closing Occupancy | ☐ EE. PACE Disclosure |
| ☐ I. RESERVED | ☐ U. Post-Closing Occupancy | ☐ Other: _____ |
| ☐ J. Interest-Bearing Acct. | ☐ V. Sale of Buyer's Property | _____ |
| ☐ K. RESERVED | ☐ W. Back-up Contract | _____ |
| ☐ L. RESERVED | | |

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591* **20. ADDITIONAL TERMS:** Seller shall, prior to closing and at seller's expense, undertake a code enforcement and
592 open permit search of the property. Seller shall also close all open permits and correct any outstanding code
593 enforcement violations, if any.
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609 **COUNTER-OFFER**

610 ☐ Seller counters Buyer's offer.

611 **THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE**
612 **ADVICE OF AN ATTORNEY PRIOR TO SIGNING.**

613 **THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.**

614 *Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the*
615 *terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and*
616 *conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all*
617 *interested persons.*

618 AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK
619 TO BE COMPLETED.

620* Buyer: Helen Asir Date: 11/27/2021

621* Buyer: _____ Date: _____

622* Seller: Mehul Jhaveri Date: 11/29/2021 9:52 PM EST

623* Seller: Punita Jhaveri Date: 11/29/2021 10:30 PM EST

624 Buyer's address for purposes of notice Seller's address for purposes of notice

625* _____

626* _____

627* _____

628 **BROKER:** Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers
629 entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct
630 Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage
631 agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has
632 retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation
633 made by Seller or Listing Broker to Cooperating Brokers.

634* Steven Presson Halja Vosu
635 **Cooperating Sales Associate, if any** **Listing Sales Associate**

636* Corcoran Group Vosu Realty
637 **Cooperating Broker, if any** **Listing Broker**

EXHIBIT H

First Floor-Exterior Dimensions			
Area Type	Length (ft)	Width (ft)	Area (sq.ft)
House	85.00	60.75	5163.75
Back Yard	13.92	18.92	-263.37
Total 1st Floor Area = 4900.38 sq.ft			

The floor plan illustrates the layout of the first floor, including a Sun Room, Study, Room, Dining Area, Kitchen, Living Room, Bar Area, Foyer, Gym, Garage, Laundry, Utility/Storage, and Family Room. It also shows a Back Yard and a Fire Place. Dimensions are provided for each room and overall exterior measurements. The total first floor area is calculated as 4,900 SF.

Room	Area (sqft)
SUN ROOM	348
STUDY	267.4
ROOM	109.3
DINING AREA	350
KITCHEN	656.3
LIVING ROOM	413.4
BAR AREA	159.4
FOYER	860.7
GYM	223.7
GARAGE	440
LAUNDRY	90
UTILITY/STORAGE	150
FAMILY ROOM	352

Overall Dimensions: 60' - 9" (width) x 85' - 0" (depth).
Back Yard Dimensions: 13' - 11" (width) x 18' - 11" (depth).
Total 1st Floor Area = 4,900 SF.

① Ground FL
3/16" = 1'-0"

FIRST FLOOR AREA = 4,900 SF.

This is a detailed architectural floor plan of a house, showing the layout of various rooms and their dimensions. The plan includes a Sun Room, Study, Room, Dining Area, Kitchen, Living Room, Bar Area, Foyer, Gym, Garage, Laundry, Utility/Storage, and Family Room. It also features a Back Yard and a Fire Place. The overall dimensions of the house are 60' - 9" wide by 85' - 0" deep. The plan includes numerous smaller dimensions for room sizes and wall placements.

Rooms and Dimensions:

- SUN ROOM: 348 sqft, 18' - 0" x 19' - 4"
- STUDY: 267.4 sqft, 13' - 10" x 13' - 3"
- ROOM: 109.3 sqft, 13' - 3" x 8' - 3"
- DINING AREA: 350 sqft, 12' - 6" x 28' - 0"
- KITCHEN: 656.3 sqft, 25' - 0" x 26' - 3"
- LIVING ROOM: 413.4 sqft, 15' - 9" x 26' - 3"
- BAR AREA: 159.4 sqft, 7' - 6" x 7' - 6"
- FOYER: 860.7 sqft, 45' - 6" x 18' - 11"
- GYM: 223.7 sqft, 22' - 0" x 10' - 2"
- GARAGE: 440 sqft, 20' - 0" x 22' - 0"
- LAUNDRY: 90 sqft, 8' - 0" x 11' - 3"
- UTILITY/STORAGE: 150 sqft, 13' - 4" x 11' - 3"
- FAMILY ROOM: 352 sqft, 22' - 0" x 16' - 0"

Other Features:

- BACK YARD: 13' - 11" x 18' - 11"
- FIRE PLACE: Located in the Living Room.
- Stairs: Indicated by 'DN' (Down) and 'UP' symbols.
- Overall Dimensions: 60' - 9" x 85' - 0"

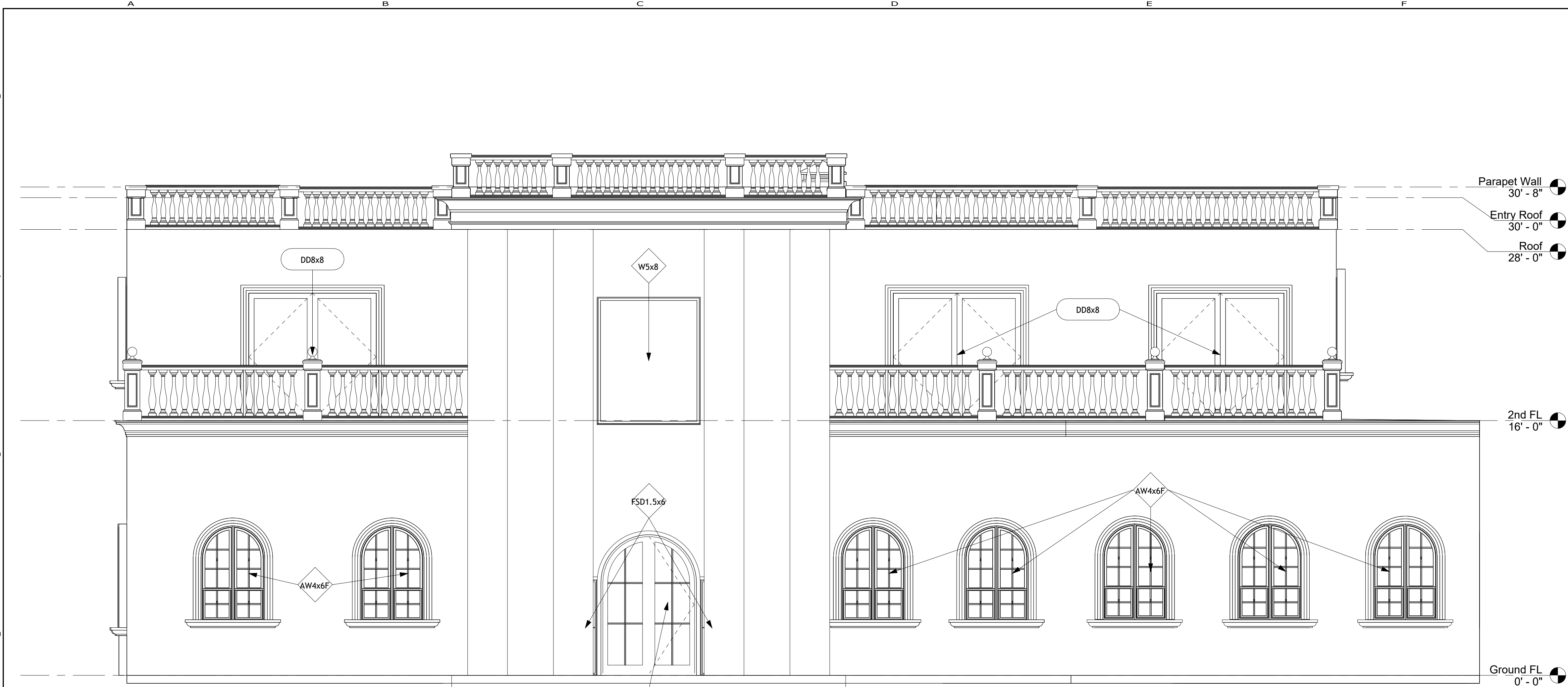
FIRST FLOOR AREA = 4,900 SF.

[illegible]

SECOND FLOOR AREA = 3,523 SF (72% OF 1ST FLOOR).

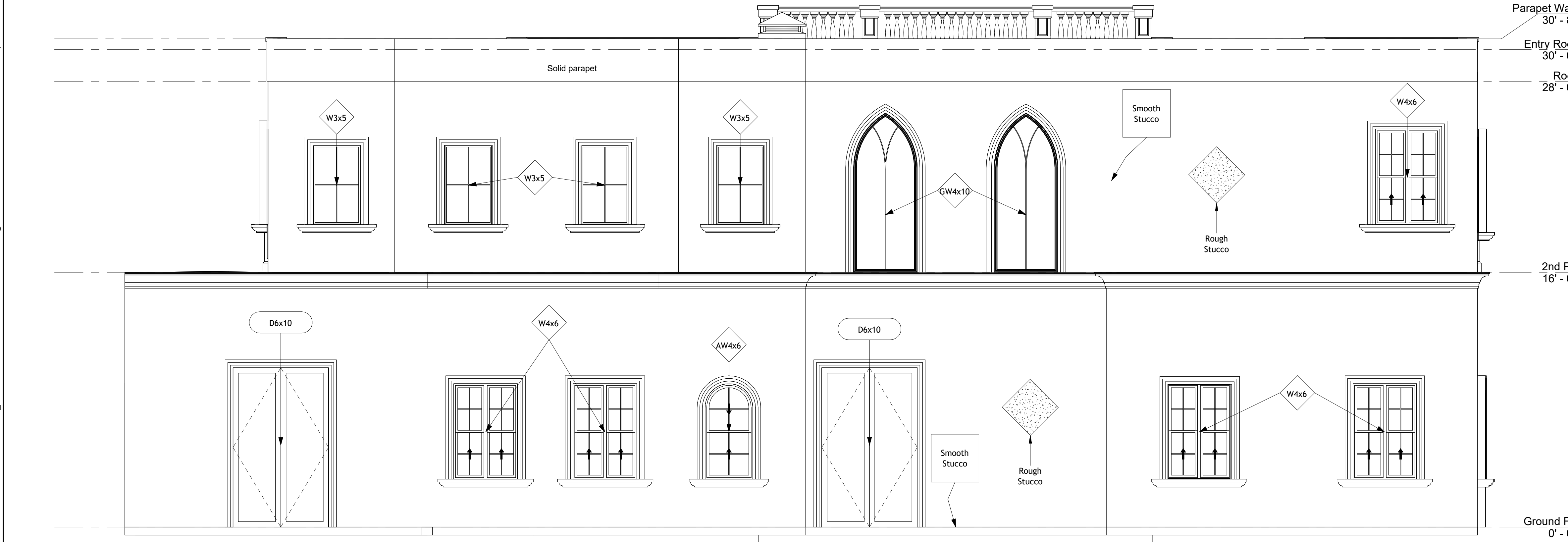


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20.1 % OPEN

Count	Assemble Code	Width (ft)	Height (ft)	Open Area (sqft)		
7	AW4x6F	4' - 0"	6' - 0"	152.7		
1	W5x8	5' - 0"	8' - 0"	40		
1	FD6x9	6' - 0"	9' - 0"	54.3		
2	FSD1.5x6	1' - 6"	6' - 0"	18		
3	DD8x8	8' - 0"	8' - 0"	192	Wall Area (sqft)	% Open
Total				457	2272	20.1



17.8 % OPEN

Count	Assemble Code	Width (ft)	Height (ft)	Open Area (sqft)		
5	W4x6	4' - 0"	6' - 0"	120		
4	W3x5	3' - 0"	5' - 0"	60		
2	GW4x10	4' - 0"	10' - 0"	72		
2	D6x10	6' - 0"	10' - 0"	120		
1	AW4x8	4' - 0"	8' - 0"	32	Wall Area (sqft)	% Open
Total				404	2272	17.8

Actual Window Design will be submitted at the permitting

SRI
CONSULTANTS, INC.

1880 N. CONGRESS AVE, SUITE 221,
BOYNTON BEACH, FL 33426
PH: (561) 372-1290, FAX: (561) 377-4590
E.B.C.A. # 6996

SEAL

S. RAJPRTHAK
LICENSE
No. 42702
STATE OF FLORIDA
ENGINEER
PROFESSIONAL

REVISIONS:	BY / DATE
1. Revised East & West Elevation	11/29/2023
2. Revised East & West Elevation	06/13/2024
3. Revised East & West Elevation	06/28/2024
4. Revised East & West Elevation	10/17/2024

PROJECT TITLE:	ASIR Residence
SHEET TITLE:	East & West Elevations
DATE:	December 20, 2023
JOB NO:	2023-06
DRAWN BY:	NBS
CHECKED BY:	SSR
SHEET NUMBER	A 2.1

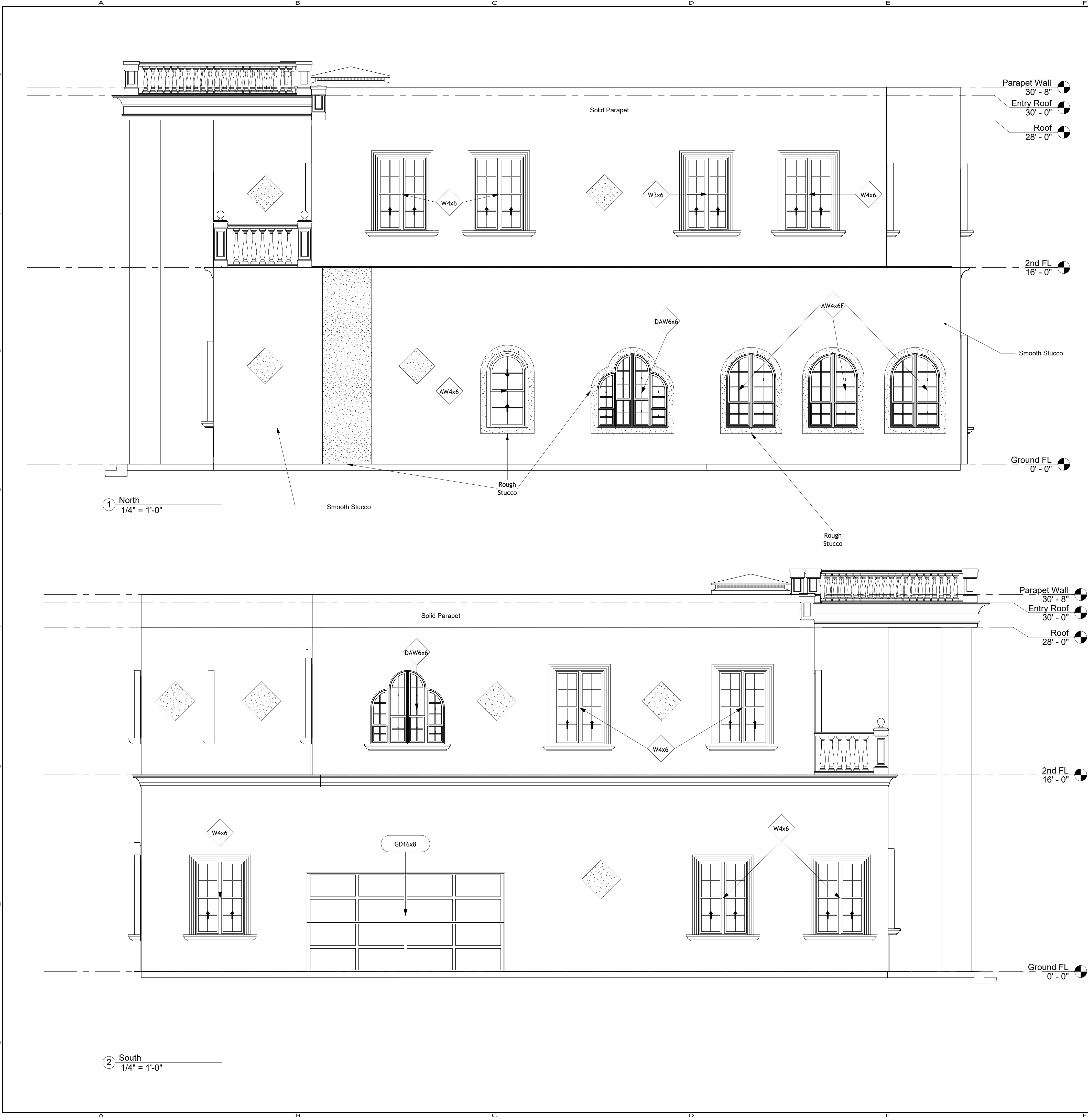
ASIR Residence
5920 N. Ocean Blvd,
Ocean Ridge, FL 33435.

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13.6 % OPEN

Count	Assemble Code	Width (ft)	Height (ft)	Area (sqft)		
3	W4x6	4' - 0"	6' - 0"	72		
1	W3x6	3' - 6"	6' - 0"	21		
3	AW4x6	4' - 0"	6' - 0"	65.4		
1	AW4x6	4' - 0"	6' - 0"	19.7		
1	DAW8x6	8' - 0"	6' - 0"	29.6	Wall Area (sqft)	% Open
Total				207.7	1530	13.6

18.1 % OPEN

Count	Assemble Code	Width (ft)	Height (ft)	Area (sqft)		
5	W4x6	4' - 0"	6' - 0"	120		
1	GD16x8	16' - 0"	8' - 0"	128		
1	DAW6x6	6' - 0"	6' - 0"	29.6	Wall Area (sqft)	% Open
Total				277.6	1530	18.1

Actual Window Design will be submitted at the permitting

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PH: (561) 372-1290, FAX: (561) 377-4590
E.S.C.A. # 6996

SEAL

S. RAJAPATHAK
ENGINEER
No. 42702
STATE OF FLORIDA
PROFESSIONAL LICENSE

REVISIONS:	BY / DATE
1. Revised North & South Elevation	11/29/2023
2. Revised North & South Elevation	06/28/2024
3. Revised North & South Elevation	07/26/2024
4. Revised North & South Elevation	10/17/2024

PROJECT TITLE:

ASIR Residence

5920 N. Ocean Blvd,
Ocean Ridge, FL 33435.

SHEET TITLE:

North & South Elevations

DATE: December 20, 2023

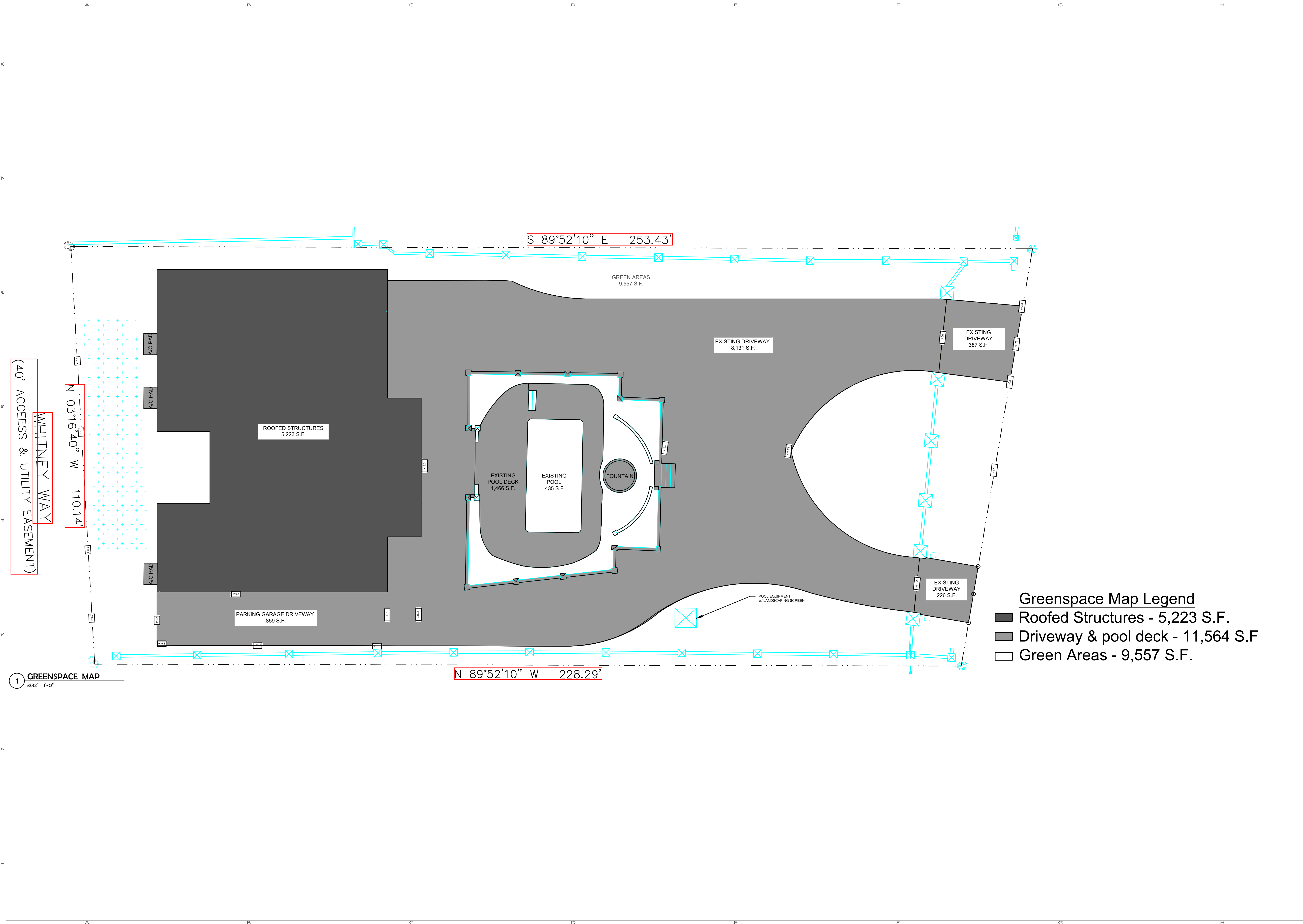
JOB NO: 2023-06

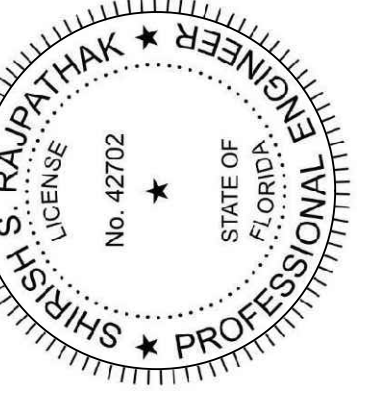
DRAWN BY: NBS

CHECKED BY: SSR

SHEET NUMBER

A 2.0

[illegible]



REVISIONS:	BY / DATE
1. Revised Setbacks	12/05/2023
2. Revised Site Plan	01/02/2024
3. Added Lanscaping	01/17/2024
4. Revised retention Area	06/13/2024

ASIR RESIDENCE

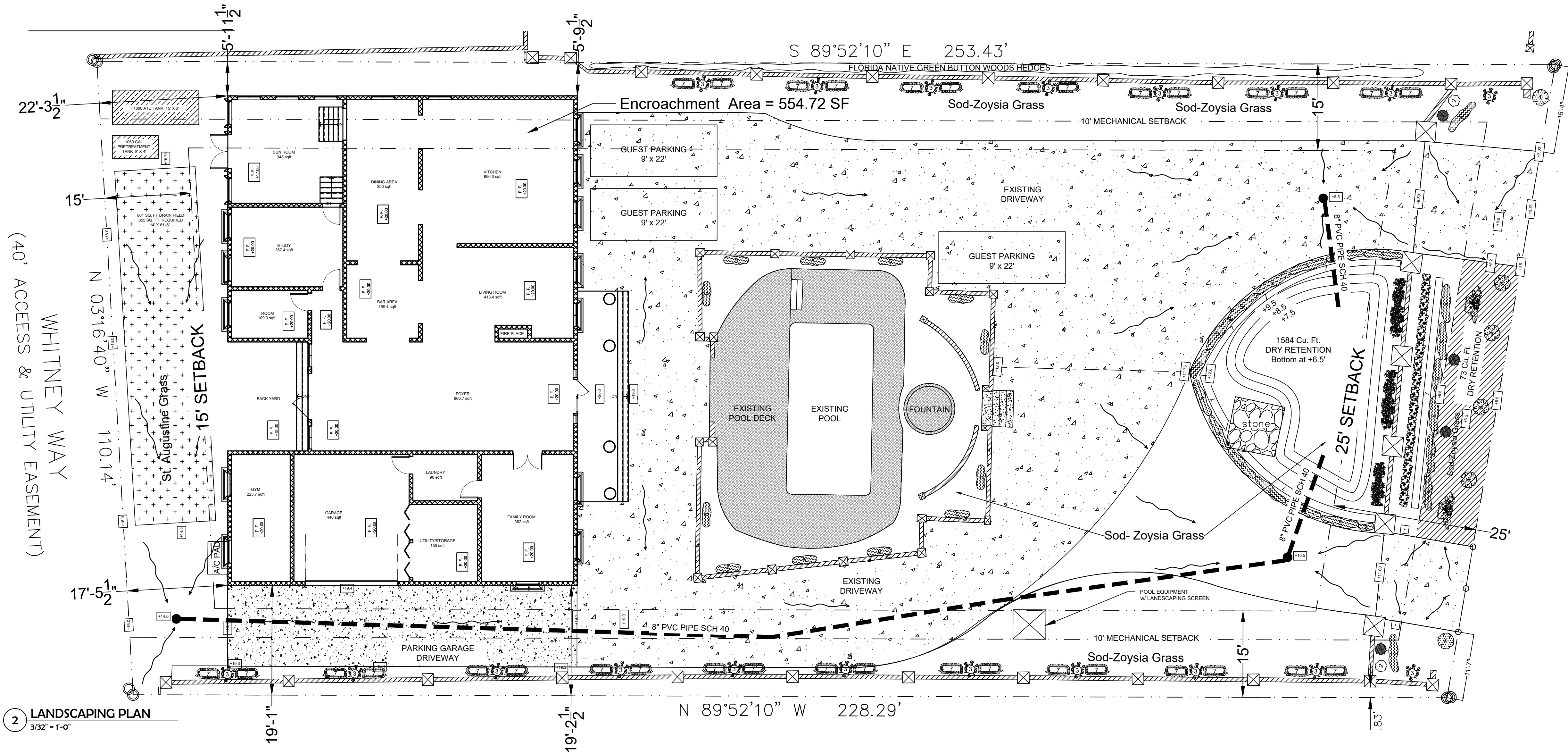
OCEAN RIDGE, FL 33435

LANDSCAPING

DATE: JULY 02, 2024
JOB NO: 2023-06
DRAWN BY: NBS
CHECKED BY: SSR

SHEET NUMBER

A-0.2



Landscape Legend

-  **Garcinia**
-  **Japanese Blueberry Tree**
-  **Brugmansia Angle's Trumpet's**
-  **Callophylums**
-  **Japanese Boxwoods**
-  **White Mussaendas**
-  **Green Island Ficus**
-  **Large Benjamina Ficus**
-  **Barbara Karst Bougainvillea**

Existing Landscape information was provided by the owner.

Second floor is complying with the code mandated setbacks.

OCEAN RIDGE, FL 33435

:27111112345

DATE: JULY 02, 2024

DB NO: 2023-06

RAWN BY:NBS

SHEET NUMBER

A-0.1



- ZONING: RSF
- FUTURE LAND USE DESIGNATION: N/A
- BASE FLOOD ELEVATION: N/A (SEE SURVEY NOTE)
- PROPOSED FINISH FLOOR ELEVATION: +20.00'
- LOT AREA: 26,535 SQ. FT.
- STRUCTURE SETBACKS: 25' FRONT, 15' SIDE AND REAR
- SWIMMING POOL: EXISTING (WITH IN ALL SETBACKS)
- MECHANICAL SETBACK: 10'
- GENERATOR SETBACK: 10'
- PROPOSED HEIGHT TO 1ST FLOOR TIE BEAM : 14'
- PROPOSED HEIGHT TO SECOND FLOOR TIE BEAM & ROOF: 24'
- PARAPET ON ROOF: 32'
- MAXIMUM LOT COVERAGE ALLOWED: 32%
- PROPOSED COVERAGE: 31.74%

- Lot area = 26,535 SF based on the survey.
- Setbacks area = 11,226 SF.
- G-FL-North Encroachment area = 555 SF.
- Max encroachment for variance is 5% of setback area = 561 SF.
- The setbacks encroachment is less than 5% of the Setbacks Area.