

**SEMINOLE COUNTY GOVERNMENT
BOARD OF ADJUSTMENT
AGENDA MEMORANDUM**

SUBJECT: 7529 Compass Drive – Laura Hoffman, applicant; Request for a side street (west) setback variance from 25 feet to 3 feet for a 6-foot privacy fence in R-1A (Single Family Dwelling) district.

DEPARTMENT: Planning & Development **DIVISION:** Planning

AUTHORIZED BY: Kathy Fall **CONTACT:** Joy Williams **EXT.** 7399

Agenda Date 12/7/09 **Regular** **Consent** **Public Hearing – 6:00**

MOTION/RECOMMENDATION:

1. **Deny** the request for a side street (west) setback variance from 25 feet to 3 feet for a 6-foot privacy fence in R-1A (Single Family Dwelling) district; or
2. **Approve** the request for a side street (west) setback variance from 25 feet to 3 feet for a 6-foot privacy fence in R-1A (Single Family Dwelling) district; or
3. **Continue** the request to a time and date certain.

GENERAL INFORMATION	<p>Applicant: Laura Hoffman, Trustee of Compass Land Trust</p> <p>Owner: Compass Land Trust</p> <p>Location: 7529 Compass Drive</p> <p>Zoning: R-1A (Single Family Dwelling)</p> <p>Subdivision: Woodcrest</p>
BACKGROUND / REQUEST	<ul style="list-style-type: none"> • The applicant proposes to remove an existing wood privacy fence and replace it with a 6-foot Vinyl fence that would encroach 22 feet into the required 25-foot side street setback. • There are currently no code enforcement or building violations for this property. • There is no record of prior variances for this property.
STAFF FINDINGS	<p>The applicant has not satisfied the criteria for the grant of a variance. Staff has determined that:</p> <ul style="list-style-type: none"> • No special conditions or circumstances exist, which

Reviewed by:
Co Atty: _____
Pln Mgr: AS

	<p>are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or building in the same zoning district.</p> <ul style="list-style-type: none">• Special conditions and circumstances result from the actions of the applicant.• The granting of the variance requested would confer on the applicant special privileges that are denied by Chapter 30 to other lands, buildings, or structures in the same zoning district.• The literal interpretation of the provisions of Chapter 30 would not deprive the applicant of rights commonly enjoyed by other properties in the same zoning classification.• The variance requested is not the minimum variance that will make possible reasonable use of the land, building or structure.• The applicant would still retain reasonable use of the land, building or structure without the granting of the variance.• The grant of the variance would not be in harmony with the general intent of Chapter 30.
<p>STAFF RECOMMENDATION</p>	<p>Based on the stated findings, staff recommends denial of the request, unless the applicants can demonstrate that all six criteria under the Land Development Code for granting a variance have been satisfied. If the Board should decide to grant a variance, staff recommends the following conditions of approval:</p> <ul style="list-style-type: none">• Any variance granted shall apply only to the side street (west) setback for a 6-foot privacy fence as depicted on the attached site plan; and• Any additional condition(s) deemed appropriate by the Board, based on information presented at the public hearing.

INDEX OF ATTACHMENTS

Items that are checked are included in the packet

- Staff Report
- Application
- Applicant statement of request
- Proposed Site Plan
- Location map
- Property Appraiser data sheet
- PUD Commitment Card, *if applicable*

Support information:

- Proposed elevation drawings, renderings, floor plans, etc
- Aerials, *if warranted*
- Plat, *if warranted*
- Code Enforcement information
- Building Permit information
- Correspondence
- Authorization letter
- Applicant Authorization Form
- Supporting documentation
- Letters of support
- HOA approval letter
- Pictures provided by applicant
- Other miscellaneous documents

- Proposed Development Order

Fee: \$150.00 plus \$50.00 for each additional variance

RECEIVED OCT 05 2009

Application # BV 2009-96
Meeting Date Dec 1, 09



SEMINOLE COUNTY
FLORIDA'S NATURAL CHOICE

VARIANCE APPLICATION

SEMINOLE COUNTY PLANNING DIVISION ROOM 2201
1101 East First Street Sanford FL 32771 (407) 665-7444

PROPERTY OWNER / APPLICANT (If you are not the owner please provide a letter of authorization from the owner)

Name: Laura Hoffman
Address: 7529 Compass Drive City: Winter Park Zip code: 32792
Project Address: 7529 Compass Drive City: Winter Park Zip code: _____
Tax Parcel number: 35-21-30-512-0000-1890
Contact number(s): 407-492-2607 Ronald Brown
Email address: _____

Is the property available for inspection without an appointment?

Yes No If gated please provide a gate code to staff.

What type of structure is this request for?

<input type="checkbox"/> Shed	Please describe:
<input checked="" type="checkbox"/> Fence	Please describe: <u>6 Foot vinyl Fence</u>
<input type="checkbox"/> Pool	Please describe:
<input type="checkbox"/> Pool screen enclosure	Please describe:
<input type="checkbox"/> Covered screen room	Please describe:
<input type="checkbox"/> Addition	Please describe:
<input type="checkbox"/> New Single Family Home	Please describe:
<input type="checkbox"/> Other	Please describe:

This request is for a structure that has already been built.

What type of variance is this request?

<input type="checkbox"/> Minimum lot size	Required lot size:		Actual lot size:	
<input type="checkbox"/> Width at the building line	Required lot width:		Actual lot width:	
<input type="checkbox"/> Front yard setback	Required setback:		Proposed setback:	
<input checked="" type="checkbox"/> Rear yard setback	Required setback:		Proposed setback:	
<input checked="" type="checkbox"/> Side yard <u>street</u> setback	Required setback:	<u>25LF</u>	Proposed setback:	<u>3LF</u>
<input type="checkbox"/> Side street setback	Required setback:		Proposed setback:	
<input type="checkbox"/> Fence height	Required height:		Proposed height:	
<input type="checkbox"/> Building height	Required height:		Proposed height:	

Use below for additional yard setback variance requests:

<input type="checkbox"/> _____ yard setback	Required setback:		Proposed setback:	
<input type="checkbox"/> _____ yard setback	Required setback:		Proposed setback:	

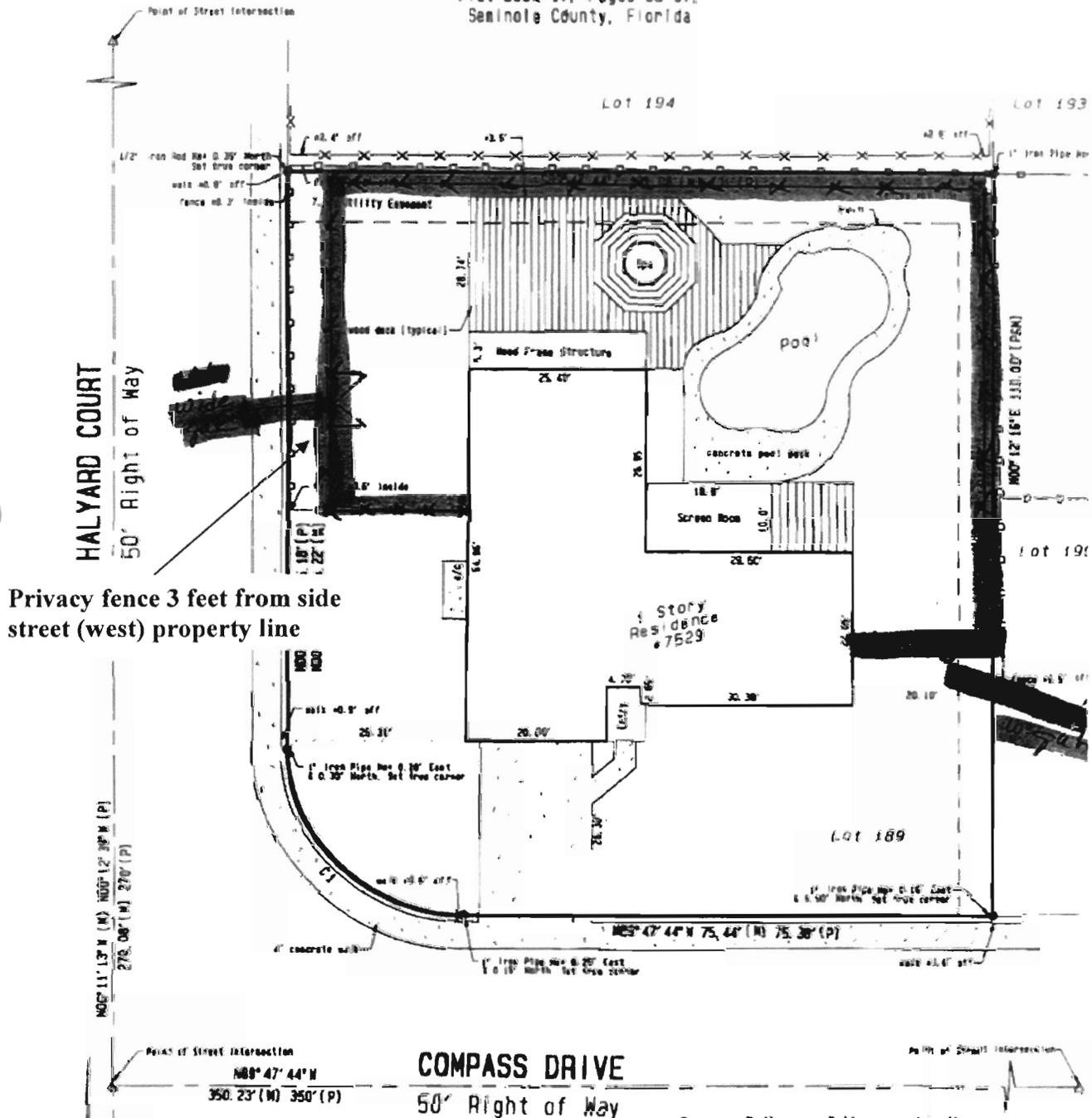
Total number of variances requested 1

Signed: [Signature]

Date: 9-17-09

Boundary Survey for *Furlo & Libera Gennari*

Lot 189,
WOODCREST UNIT FIVE
Plat Book 17, Pages 35-37,
Seminole County, Florida



Privacy fence 3 feet from side street (west) property line

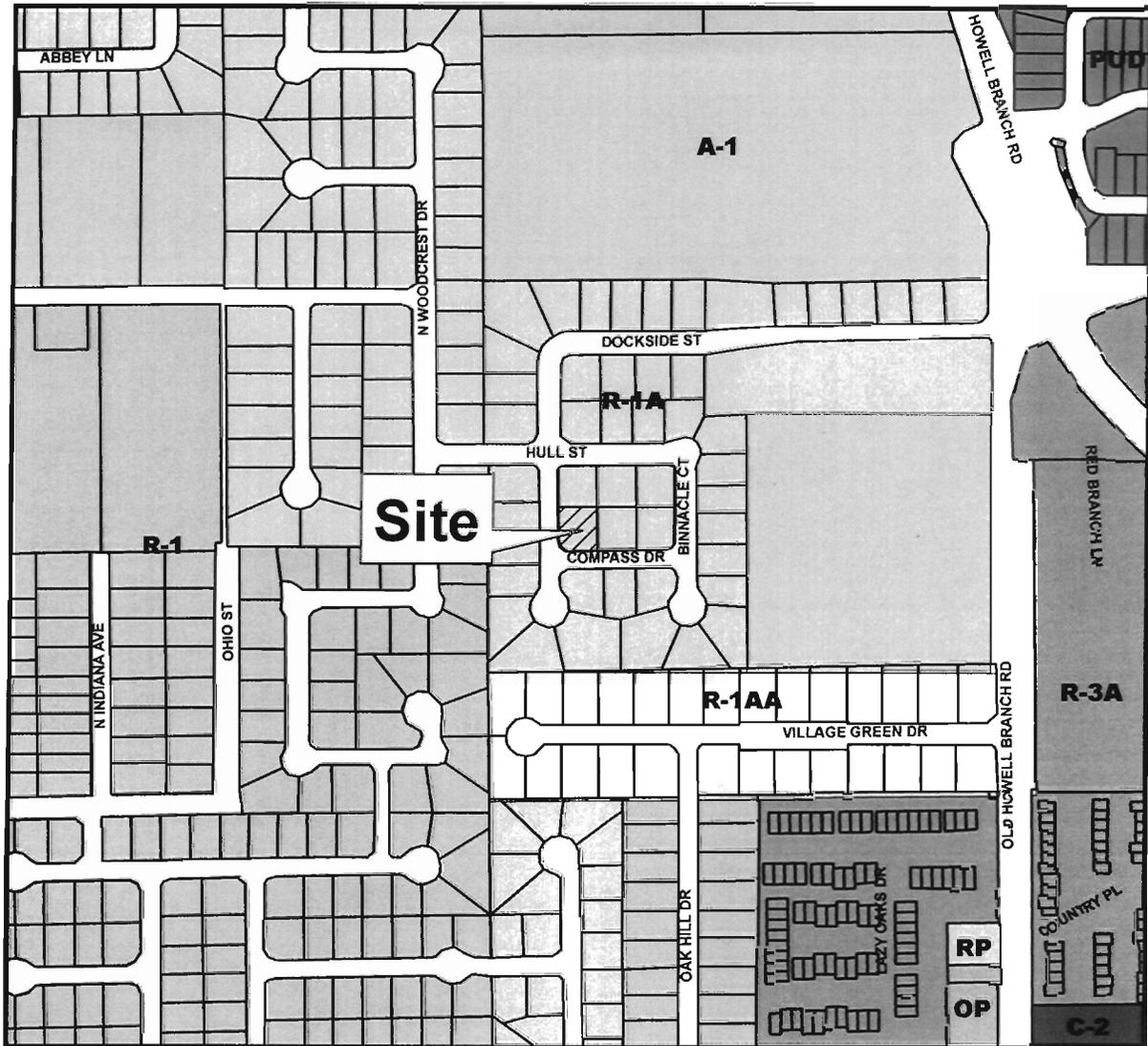
COMPASS DRIVE
50' Right of Way

Curve	Radius	Delta	Length
CI (F)	25.00'	89°35'05"	39.09'
CI (N)	25.00'	89°36'31"	39.10'

- Legend
- ⊙ = Recovered 4" x 4" Concrete Monument
 - ⊞ = Set 4" x 4" Concrete Monument #186309
 - ⊙ = Recovered Nail & Disk #LS1263

This Survey Certified To:
(Name of Owner)

Laura Hoffman
 7529 Compass Drive
 Winter Park, FL 32792

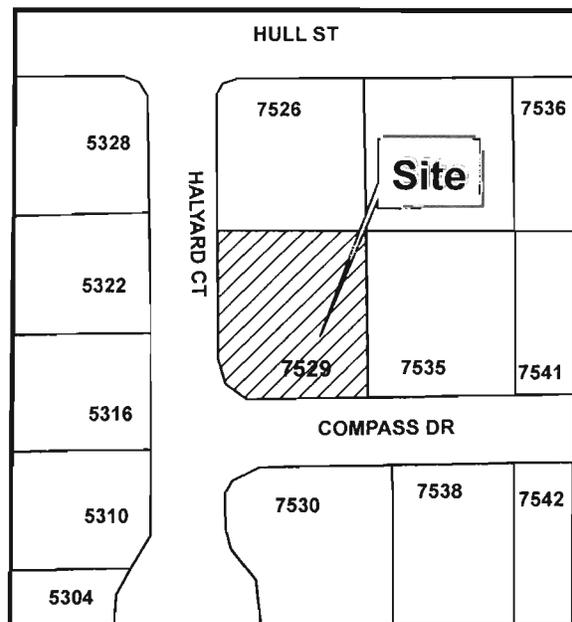


Seminole County Board of Adjustment
 December 7, 2009
 Case: BV2009-96 (Map 3211 Grid A6)
 Parcel No: 35-21-30-512-0000-1890

Zoning

	BV2009-96		R-3A
	A-1		RP I
	R-1AA		OP
	R-1A		C-2
	R-1		PUD

N



PARCEL DETAIL

DAVID JOHNSON, CFA, ASA

PROPERTY APPRAISER

SEMINOLE COUNTY FL.

1101 E. FIRST ST
SANFORD, FL 32771-1488
407-655-7806

<p style="text-align: center;">GENERAL</p> <p>Parcel Id: 35-21-30-512-0000-1890 Owner: GENNARI FURIO & LIBERA Mailing Address: 7529 COMPASS DR City,State,ZipCode: WINTER PARK FL 32792 Property Address: 7529 COMPASS DR WINTER PARK 32792 Subdivision Name: WOODCREST UNIT 5 Tax District: 01-COUNTY-TX DIST 1 Exemptions: 00-HOMESTEAD (1995) Dor: 01-SINGLE FAMILY</p>	<p style="text-align: center;">VALUE SUMMARY</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">VALUES</th> <th style="text-align: center;">2009 Working</th> <th style="text-align: center;">2008 Certified</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">Value Method</td> <td style="text-align: center;">Cost/Market</td> <td style="text-align: center;">Cost/Market</td> </tr> <tr> <td style="text-align: center;">Number of Buildings</td> <td style="text-align: center;">1</td> <td style="text-align: center;">1</td> </tr> <tr> <td style="text-align: center;">Depreciated Bldg Value</td> <td style="text-align: right;">\$116,578</td> <td style="text-align: right;">\$151,227</td> </tr> <tr> <td style="text-align: center;">Depreciated EXFT Value</td> <td style="text-align: right;">\$7,620</td> <td style="text-align: right;">\$7,620</td> </tr> <tr> <td style="text-align: center;">Land Value (Market)</td> <td style="text-align: right;">\$30,000</td> <td style="text-align: right;">\$37,000</td> </tr> <tr> <td style="text-align: center;">Land Value Ag</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: center;">Just/Market Value</td> <td style="text-align: right;">\$154,198</td> <td style="text-align: right;">\$195,847</td> </tr> <tr> <td style="text-align: center;">Portability Adj</td> <td style="text-align: right;">\$0</td> <td style="text-align: right;">\$0</td> </tr> <tr> <td style="text-align: center;">Save Our Homes Adj</td> <td style="text-align: right;">\$46,305</td> <td style="text-align: right;">\$88,062</td> </tr> <tr> <td style="text-align: center;">Assessed Value (SOH)</td> <td style="text-align: right;">\$107,893</td> <td style="text-align: right;">\$107,785</td> </tr> </tbody> </table> <p style="text-align: center;">Tax Estimator</p> <p style="text-align: center;">Portability Calculator</p> <p style="text-align: center;">2009 Notice of Proposed Property Tax</p>	VALUES	2009 Working	2008 Certified	Value Method	Cost/Market	Cost/Market	Number of Buildings	1	1	Depreciated Bldg Value	\$116,578	\$151,227	Depreciated EXFT Value	\$7,620	\$7,620	Land Value (Market)	\$30,000	\$37,000	Land Value Ag	\$0	\$0	Just/Market Value	\$154,198	\$195,847	Portability Adj	\$0	\$0	Save Our Homes Adj	\$46,305	\$88,062	Assessed Value (SOH)	\$107,893	\$107,785
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2009 TAXABLE VALUE WORKING ESTIMATE

Taxing Authority	Assessment Value	Exempt Values	Taxable Value
County General Fund	\$107,893	\$50,000	\$57,893
Schools	\$107,893	\$25,000	\$82,893
Fire	\$107,893	\$50,000	\$57,893
Road District	\$107,893	\$50,000	\$57,893
SJWM(Saint Johns Water Management)	\$107,893	\$50,000	\$57,893
County Bonds	\$107,893	\$50,000	\$57,893

Potential Portability Amount is \$46,305

The taxable values and taxes are calculated using the current years working values and the prior years approved millage rates.

<p style="text-align: center;">SALES</p> <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">Deed</th> <th style="text-align: left;">Date</th> <th style="text-align: left;">Book Page</th> <th style="text-align: left;">Amount</th> <th style="text-align: left;">Vac/Imp</th> <th style="text-align: left;">Qualified</th> </tr> </thead> <tbody> <tr> <td>WARRANTY DEED</td> <td>09/1994</td> <td>02832 0049</td> <td>\$89,900</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>08/1991</td> <td>02333 0092</td> <td>\$95,500</td> <td>Improved</td> <td>Yes</td> </tr> <tr> <td>WARRANTY DEED</td> <td>01/1974</td> <td>01014 0011</td> <td>\$37,700</td> <td>Improved</td> <td>Yes</td> </tr> </tbody> </table> <p style="text-align: center;"><u>Find Comparable Sales within this Subdivision</u></p>	Deed	Date	Book Page	Amount	Vac/Imp	Qualified	WARRANTY DEED	09/1994	02832 0049	\$89,900	Improved	Yes	WARRANTY DEED	08/1991	02333 0092	\$95,500	Improved	Yes	WARRANTY DEED	01/1974	01014 0011	\$37,700	Improved	Yes	<p style="text-align: center;">2008 VALUE SUMMARY</p> <p style="text-align: right;">Tax Amount (without SOH): \$2,472</p> <p style="text-align: right;">2008 Tax Bill Amount: \$1,059</p> <p style="text-align: right;">Save Our Homes (SOH) Savings: \$1,413</p> <p style="text-align: center;">2008 Certified Taxable Value and Taxes</p> <p style="text-align: center;">DOES NOT INCLUDE NON-AD VALOREM ASSESSMENTS</p>
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Land Assess Method	Frontage	Depth	Land Units	Unit Price	Land Value								
LOT	0	0	1.000	30,000.00	\$30,000								

BUILDING INFORMATION

Bid Num	Bid Type	Year Blt	Fixtures	Base SF	Gross SF	Living SF	Ext Wall	Bid Value	Est. Cost New
1	SINGLE FAMILY	1973	6	1,555	2,305	1,555	CONC BLOCK	\$116,578	\$140,456
Appendage / Sqft		SCREEN PORCH FINISHED / 240							
Appendage / Sqft		GARAGE FINISHED / 470							
Appendage / Sqft		OPEN PORCH FINISHED / 40							

NOTE: Appendage Codes Included in Living Area: Base, Upper Story Base, Upper Story Finished, Apartment, Enclosed Porch Finished, Base Semi Finished

Permits

EXTRA FEATURE

Description	Year Blt	Units	EXFT Value	Est. Cost New

WOOD DECK	1980	120	\$240	\$600
POOL GUNITE	1980	450	\$3,600	\$9,000
COOL DECK PATIO	1980	620	\$868	\$2,170
WOOD DECK	1980	736	\$1,472	\$3,680
SPA	1980	1	\$1,000	\$2,500
GAS HEATER	1980	1	\$440	\$1,100

NOTE: Assessed values shown are NOT certified values and therefore are subject to change before being finalized for ad valorem tax purposes.
*** If you recently purchased a homesteaded property your next year's property tax will be based on Just/Market value.



Owner's Letter of Authorization for a Residential / Commercial Permit

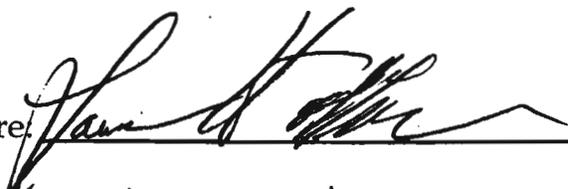
Date: 9-16-2009

Owner's Name: Printed Laura Hoffman

Property Address: 7529 Compass Drive, Winter Park, FL

Contractor: Superior Fence and Rail

I authorize any necessary permits to be applied for by the above referenced contractor for the construction of: A New Fence. Property has been cited by Code Enforcement. Old wood fence is falling down and will be replaced by solid white vinyl. We would like to be heard. Thanks

Owner's Signature: 

Owner's Printed Name: LAURA HOFFMAN

LAND TRUST AGREEMENT
Compass Land Trust

Form 3

THIS TRUST AGREEMENT dated this _____, and known as the Compass Land Trust by and between Laura Hoffman as Trustee, and the following beneficiaries in the percentages set opposite their names:

Laura Hoffman	50%
Furio Gennari	50%

Sole beneficiaries of the Compass Land Trust. (All of Furio Gennari's beneficial interest reverts to Laura Hoffman upon death)

1. **TRUST.** The Trustee is about to take title to real estate under the provisions of Section 689.071, Florida Statutes, and he agrees to hold it and the proceeds, profits, and avails thereof, if any, which may come into his possession, in Trust for the uses and purposes and under the terms herein set forth.

2. **LAND.** The Trustee will take title to the following land located in Seminole County, Florida: Lot 189, Woodcrest, unit five, according to the plat thereof as recorded in plat book 17, pages 35, 36 and 37, as recorded in of the Public Records of Seminole County, Florida.

3. **BENEFICIARIES' INTEREST.** The interests of the beneficiaries hereunder and of any person who becomes entitled to any interest under this Trust shall consist solely of a power of direction to deal with the title to said property and to manage and control said property as hereinafter provided and the right to receive the proceeds from rentals, mortgages, sales or other dispositions shall be deemed to be personal property and may be treated, assigned and transferred as such. No beneficiary now has, or shall hereafter at any time have, any right, title or interest in or to any portion of said real estate as such, either legal or equitable, but only an interest in the earnings, avails and proceeds as aforesaid; it being the intention of this instrument to vest the full legal and equitable title to said premises in the Trustee.

4. **DEATH OF BENEFICIARY.** Except as herein otherwise specifically provided, the right and interest of any beneficiary hereunder shall pass at death to his Personal Representative and not to his heirs at law. The death of any beneficiary hereunder shall not terminate the Trust or in any manner affect the powers of the Trustee hereunder.

5. **OWNERSHIP.** Upon request each beneficiary hereunder shall be issued a Trust Participation Certificate in a form approved by the Trustee, which shall indicate the beneficiary's percentage interest in the Trust and the land held by the Trustee.

6. **ASSIGNMENT.** If Trust Participation Certificates have been issued, no assignment of any beneficial interest hereunder shall be binding on the Trustee until the Trust Participation Certificate representing the assigned shares is surrendered to the Trustee with the assignment noted thereon and a new Certificate or Certificates are issued by the Trustee. If no Trust Participation Certificates have been issued, assignment shall be by an assignment form approved by the Trustee and shall not be binding until signed by the Trustee.

7. **LOST CERTIFICATES.** In the event a beneficiaries' Trust Participation Certificate is lost, stolen or destroyed, the Trustee shall cancel it on the records of the Trust and issue a new Certificate after receiving an affidavit as to the circumstances of the loss.

8. **PURCHASERS.** It shall not be the duty of the purchaser of the trust property or any part thereof to see to the application of the purchase money paid therefore; nor shall anyone who may deal with the Trustee be privileged or required to inquire into the necessity or expediency of any act of the Trustee, or as to the provisions of this instrument.

9. DUTY OF TRUSTEE. While the Trustee is sole title holder of the real estate held by him hereunder so far as the public is concerned and has full power to deal with it, it is understood and agreed by the persons in interest hereunder, and by any persons who may hereafter become interested, that the Trustee will deal with it only when authorized to do so in writing and that he will, on the written direction of all of the beneficiaries hereunder at the time, make contracts or deeds for the sale of or otherwise deal with the said real estate or any part hereof. Unless so directed by the beneficiaries, the trustee has no power to control or influence the real property or any use of it.

10. TERMINATION BY TRUSTEE. If the trust property or any part thereof remains in the trust twenty (20) years from this date, the Trustee shall, unless otherwise agreed by all parties in writing, convey and deliver the same to the beneficiaries in accordance with their respective interests.

11. LIMITATION ON BENEFICIARIES. No beneficiary hereunder shall have any authority to contract for or in the name of the Trustee, or use the name of the Trustee in any advertising or other publicity or to bind the Trustee personally.

12. LIMITATION OF TRUSTEE'S LIABILITY. The liability of the Trustee hereunder shall be limited to the assets of the Trust. All obligations incurred by the Trustee hereunder shall be the obligations of the Trust only and not the individual Trustee. The Trustee shall not be required to enter into any personal obligation or liability in dealing with the Trust property nor to expend any personal sums to defend or protect the Trust property.

13. NOTIFICATION OF CLAIMS. In the event the Trustee shall receive notice of claims or actions against the Trust, he shall notify the beneficiaries at their last known addresses.

14. TRUSTEE'S COMPENSATION. The Trustee shall receive for his services in accepting this Trust and title hereunder the sum of \$100.00 for the first year or fraction thereof and the sum of \$100.00 for each succeeding year or fraction thereof as long as any property remains in this Trust. Trustee may raise or lower his annual fee upon giving 60 days notice to the beneficiaries. Also, he shall receive reasonable compensation for making deeds or other instruments, performing additional services, or retaining attorneys or agents. The beneficiaries hereunder jointly and severally agree to pay the fees hereunder, and the Trustee shall have a lien on the property of the Trust therefor.

15. LIMITATIONS ON AGREEMENTS. This Agreement shall not be deemed to be, create, or evidence the existence of a corporation de facto or de jure, or a Massachusetts Trust, or any other type of business trust, or an association in the nature of a corporation or a general or limited partnership, or a joint venture by or between the Trustees and the beneficiaries.

16. TAXES. Nothing herein contained shall be construed as imposing any obligation on the Trustee to file any income, profit or other tax reports or schedules, it being expressly understood that the beneficiaries hereunder from time to time will individually make all such reports and pay any and all taxes growing out of their interest under this Trust Agreement.

17. REPLACEMENT OF TRUSTEE. The Trustee may be replaced in any of the following manners:

a. **Resignation.** The Trustee may resign at any time by mailing a notice of his intention to do so to each of the beneficiaries at each's last known address. In the event of such resignation the beneficiaries may appoint a successor trustee, by lodging an instrument with the Trustee signed by all the beneficiaries and accepted by the Successor Trustee. If no Successor Trustee is appointed within thirty (30) days, the Trustee may convey the Trust property to the beneficiaries according to their interests and this Trust shall terminate. If, in the opinion of the Trustee, the Trustee may be subjected to embarrassment, litigation, insecurity, liability or hazard, the Trustee may at any time and without notice resign as to all or part of the trust property and convey such trust property directly to the beneficiaries.

b. **Replacement.** The beneficiaries may at any time replace the Trustee by lodging with him an instrument naming a Successor Trustee, signed by all beneficiaries and accepted by the Successor Trustee. Upon receipt of said instrument and if there shall be no fees due and owing to him, the Trustee shall quit claim the property to the Successor Trustee.

c. **Death.** In the event of the death of the Trustee hereunder the following in order of their listing (able and willing to act) is appointed Successor Trustee:

If said person is unable or unwilling to act, or if no person is named herein, the beneficiaries hereunder or any of them by mutual agreement, are appointed successor trustee. Recording of an affidavit reciting this paragraph shall be effective to that title in said Successor Trustee.

Any successor trustee under this Trust shall have all of the powers, properties and duties of the original Trustee. Any replacement of the Trustee shall not effect his first lien on the Trust property, for his costs, expenses, attorney's fees and reasonable compensation.

18. RECORDING. This Trust shall not be recorded except as herein provided or required by law.

19. DISCLOSURE. The Trustee shall not release information regarding this Trust except as required by law in making a disclosure required by law, the Trustee shall supply beneficiaries with copies of any reports filed and IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

[Signature]
(Witness #1 Signature)

Claudia Luna
(Witness #1 Printed Name)

[Signature]
(Witness #2 Signature)

Diana Dorreste
(Witness # 2 Printed Name)

BENEFICIARIES

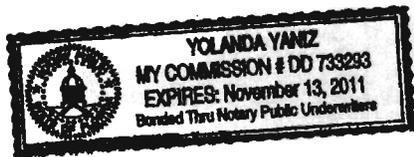
[Signature]
LAURA HOFFMAN

[Signature]
FURIO GENNARI

STATE OF FLORIDA)
COUNTY OF)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the county aforesaid, to take acknowledgments, personally appeared Furio Gennari and Laura Hoffman who [is personally known to me] OR [has produced _____ as identification] and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7 day of MAY, 2008.



[Signature]
Printed Name: YOLANDA YANIZ
Notary Public, State of Florida at Large
Commission No.:
My Commission Expires:

**SEMINOLE COUNTY
APPLICATION & AFFIDAVIT**

4. For **partnerships**, including limited partnerships, list the name and address of each principal in the partnership, including general or limited partners. If any partner is a corporation, please provide the information required in paragraph 2 above.

NAME	ADDRESS	% OF INTEREST

(Use additional sheets for more space.)

5. In the circumstances of a **contract for purchase**, list the name and address of each contract purchaser. If the purchaser is a corporation, trust, or partnership, provide the information required for those entities in paragraphs 2, 3, and/or 4 above.

Name of Purchaser: _____

NAME	ADDRESS	% OF INTEREST

Date of Contract: _____

Please specify any contingency clause related to the outcome of the consideration of the application.

As to any type of owner referred to above, a change of ownership occurring subsequent to this application, shall be disclosed in writing to the Planning and Development Director prior to the date of the public hearing on the application.

7. I affirm that the above representations are true and are based upon my personal knowledge and belief after all reasonable inquiry. I understand that any failure to make mandated disclosures is grounds for the subject rezoning, future land use amendment, special exception, or variance involved with this Application to become void. I certify that I am legally authorized to execute this Application and Affidavit and to bind the Applicant to the disclosures herein.

9-17-09

Date

[Signature]
Owner, Agent, Applicant Signature

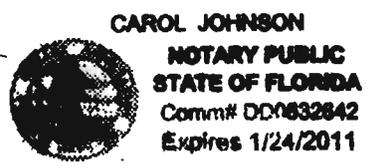
STATE OF FLORIDA

COUNTY OF Seminole

Sworn to (or affirmed) and subscribed before me this 5th day of October 2009 by Laura

[Signature]
Signature of Notary Public

Carol Johnson
Print, Type or Stamp Name of Notary Public



Personally Known _____ OR Produced Identification

Type of Identification Produced FL Driver License

For Use by Planning & Development Staff	
Date: _____	Application Number: _____

SEMINOLE COUNTY DENIAL DEVELOPMENT ORDER

On December 7, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 189
WOODCREST UNIT 5 PB 17 PG 36

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Furio & Libera Gennari
7529 Compass Drive
Winter Park, FL 32792

Project Name: Compass Drive (7529)

Requested Variance:

For a side street (west) setback variance from 25 feet to 3 feet for 6-foot privacy fence in R-1A (Single Family Dwelling) district.

Approval was sought to allow a privacy fence to encroach within the side street setback. One or more of the six criteria under the Land Development Code for granting a variance have not been satisfied. The applicant still retains reasonable use of the property without the granting of the requested variance.

The requested development approval is hereby denied.

Prepared by: Joy Williams, Planner
1101 East First Street
Sanford, Florida 32771

Done and Ordered on the date first written above.

By: _____
Alison C. Stettner
Planning Manager

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2009.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

SEMINOLE COUNTY APPROVAL DEVELOPMENT ORDER

On December 7, 2009, Seminole County issued this Development Order relating to and touching and concerning the following described property:

LOT 189
WOODCREST UNIT 5 PB 17 PG 36

(The aforescribed legal description has been provided to Seminole County by the owner of the aforescribed property.)

FINDINGS OF FACT

Property Owner: Furio & Libera Gennari
7529 Compass Drive
Winter Park, FL 32792

Project Name: Compass Drive (7529)

Variance Approval:

For a side street (west) setback variance from 25 feet to 3 feet for 6-foot privacy fence in R-1A (Single Family Dwelling) district.

All six criteria for granting a variance under the Land Development Code have been satisfied. The Development Approval sought is consistent with the Seminole County Comprehensive Plan and will be developed consistent with and in compliance to applicable land development regulations and all other applicable regulations and ordinances. The owner of the property has expressly agreed to be bound by and subject to the development conditions and commitments stated below and has covenanted and agreed to have such conditions and commitments run with, follow and perpetually burden the aforescribed property.

Prepared by: Joy Williams, Planner
1101 East First Street
Sanford, Florida 32771

Order

NOW, THEREFORE, IT IS ORDERED AND AGREED THAT:

- (1) The aforementioned application for development approval is **GRANTED**.
- (2) All development shall fully comply with all of the codes and ordinances in effect in Seminole County at the time of issuance of permits including all impact fee ordinances.
- (3) The conditions upon this development approval and the commitments made as to this development approval, all of which have been accepted by and agreed to by the owner of the property are as follows:
 - a. The variance granted will apply only to the side street (west) setback for a 6-foot privacy fence as depicted on the attached site plan.
- (4) This Development Order touches and concerns the aforescribed property and the conditions, commitments and provisions of this Development Order shall perpetually burden, run with and follow the said property and be a servitude upon and binding upon said property unless released in whole or part by action of Seminole County by virtue of a document of equal dignity herewith. The owner of the said property has expressly covenanted and agreed to this provision and all other terms and provisions of this Development Order.
- (5) The terms and provisions of this Order are not severable and in the event any portion of this Order shall be found to be invalid or illegal then the entire order shall be null and void.

Done and Ordered on the date first written above.

By: _____
Alison C. Stettner
Planning Manager

**STATE OF FLORIDA)
COUNTY OF SEMINOLE)**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared _____ who is personally known to me or who has produced _____ as identification and who executed the foregoing instrument.

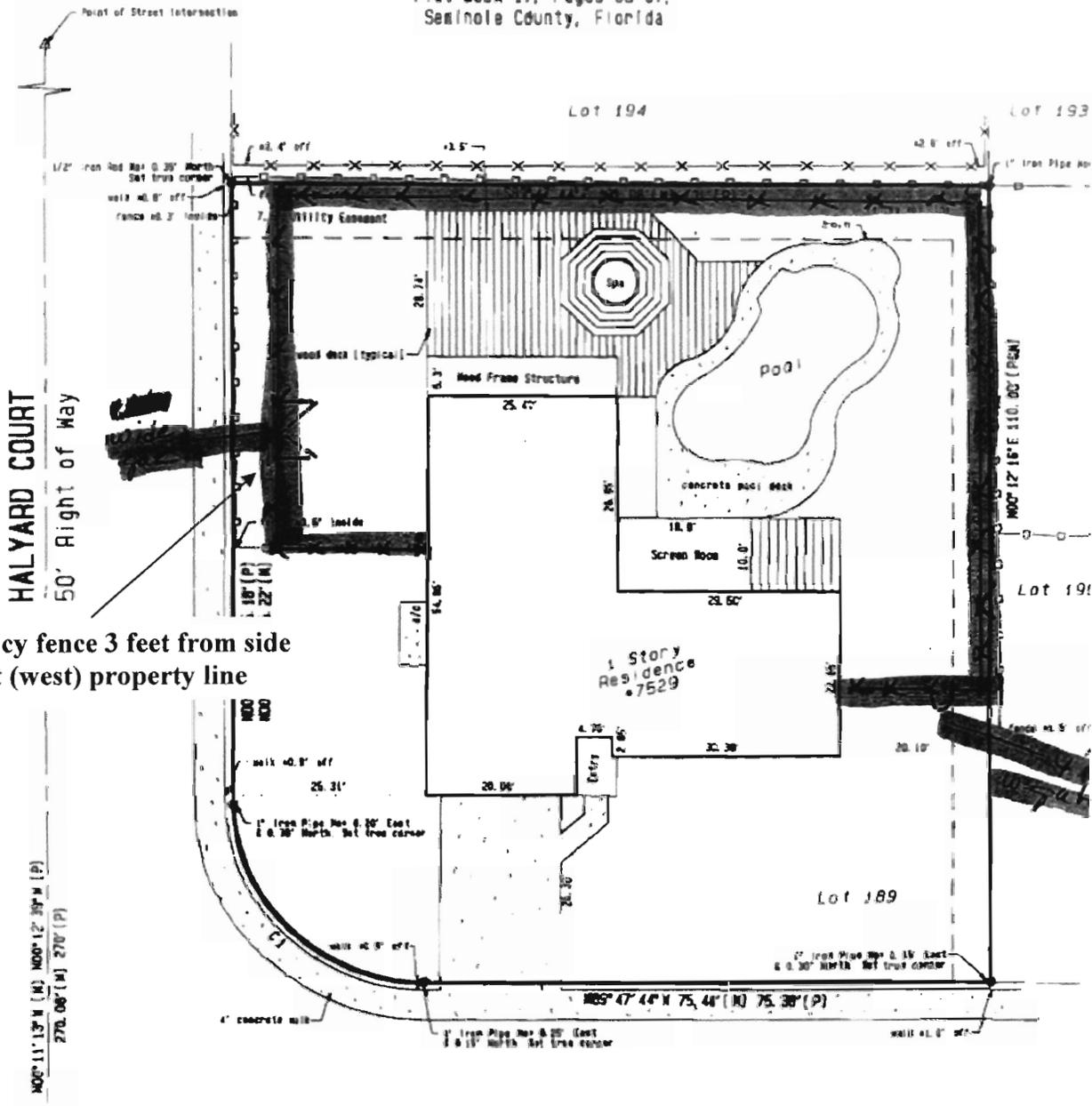
WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2009.

Notary Public, in and for the County and State
Aforementioned

My Commission Expires:

Boundary Survey for *Furlo & Libera Gennari*

Lot 189,
WOODCREST UNIT FIVE
Plat Book 17, Pages 35-37,
Seminole County, Florida



HALYARD COURT
50' Right of Way

Privacy fence 3 feet from side street (west) property line

COMPASS DRIVE
50' Right of Way

Curve	Radius	Delta	Length
C1 (P)	25.00'	89° 35' 05"	39.09'
C1 (M)	25.00'	88° 36' 31"	39.18'

- Legend
- - Recovered 4"x4" Concrete Monument
 - - Set 4"x4" Concrete Monument #LB6300
 - ▲ - Recovered Nail & Disk #LS1263

This Survey Certified To
Date of Dec 15, 2009