



LAND USE HEARING OFFICER VARIANCE REPORT

APPLICATION NUMBER: VAR 22-0852

LUHO HEARING DATE: June 21, 2022

CASE REVIEWER: Ryan L. Joyce

REQUEST: The applicant is requesting a variance from the 30 - foot Wetland Conservation Area setback requirement, Section 4.01.07B of the Land Development Code (LDC). The applicant's specific request, as shown on the site plan submitted on May 03, 2022, is to allow for a portion of a fence within the 30-foot Wetland Conservation Area setback.

SUMMARY OF VARIANCE(S):

Wetland Setback

- 1) Per LDC Sec. 4.01.07.B.4, no filling, excavating or placement of permanent structures or other impervious surfaces shall be allowed within a required 30-foot wetland conservation area setback. The applicant requests construction of a fence within the 30-foot wetland conservation area setback. The applicant requests a 15-foot reduction of the setback to allow for a setback of 0 feet within the property.

DISCLAIMER:

The variance listed above is based on the information provided in the application by the applicant. Additional variances may be needed after the site has applied for development permits. The granting of these variances does not obviate the applicant or property owner from attaining all additional required approvals including but not limited to: subdivision or site development approvals and building permit approvals.

Approval of this variance petition by Hillsborough County does not constitute a guarantee that the Environmental Protection Commission of Hillsborough County (EPC) approvals/permits necessary for the development as proposed will be issued, does not itself serve to justify any impact to wetlands, and does not grant any implied or vested environmental approvals.

The Development Services Natural Resources Section has no objections with the result contingent upon the Land Use Hearing Officer's acceptance and referral to the submitted site plan.

Attachments: Site Plan

ADMINISTRATOR'S SIGN-OFF

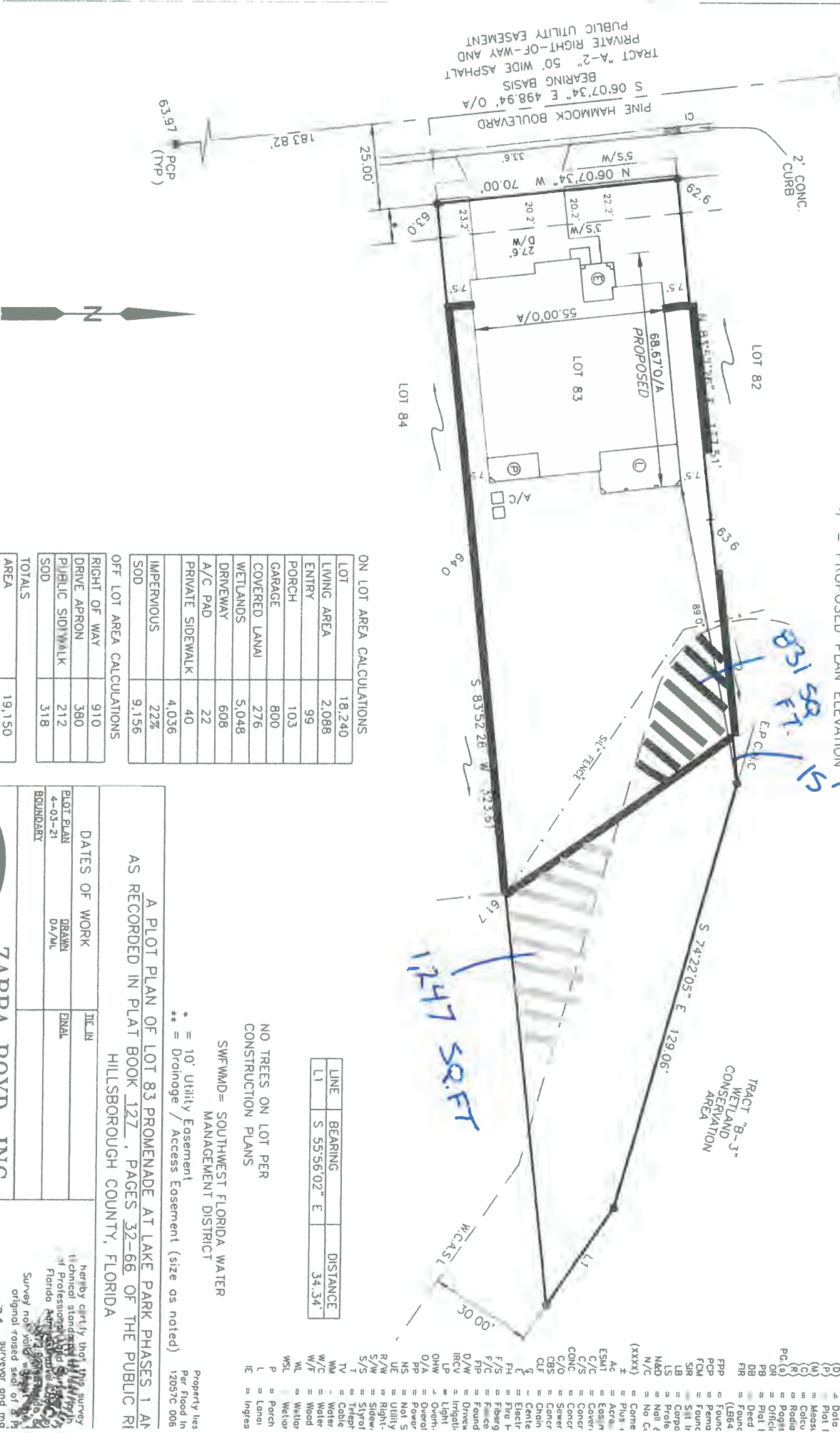
Certified To LENNAR MORTGAGE, INC

THIS IS NOT A SURVEY
Proposed 45.6 Model
Elevation
Proposed lowest floor
Elevation = 64.7
Proposed lowest garage
slab elevation = 64.31

NO TREES ON LOT
TYPE "A" LOT GRADING
⊕ = Entry ⊖ = Lanoi

LOT AREA = 18,240 SQ. FT. ± Scale 1" = 30' Job No. 1099 A.J.48 Section 15, Township 27 South

Use of this survey by anyone other than those certified to, will be the re-user, sole risk without liability to 2BL or the undersigned additional restrictions affecting this property that may be found in the Public Records of this County. This survey was prepared in accordance with the Florida Professional Land Surveyor Act, Chapter 471, Florida Statutes, and the Florida Board of Professional Land Surveyors (BPLS) (NAD) 1985 (NAD) Unless otherwise noted, all bearings and distances were measured within an acceptable accuracy tolerance with the deed value. Bearings are based upon an assumed datum utilizing the record of plat, more specifically the bearing of THE CENT BULEVARD AS S 06°07'34" E



ON LOT AREA CALCULATIONS

LOT	18,240
LIVING AREA	2,088
ENTRY	99
PORCH	103
GARAGE	800
COVERED LANAI	276
WETLANDS	5,048
DRIVEWAY	608
A/C PAD	22
PRIVATE SIDEWALK	40
IMPERVIOUS	4.036
SOD	22%
SOD	9,156

OFF LOT AREA CALCULATIONS

RIGHT OF WAY	910
DRIVE APRON	380
PUBLIC SIDEWALK	212
SOD	318
TOTALS	19,150

A PLOT PLAN OF LOT 83 PROMENADE AT LAKE PARK PHASES 1 AND 2 AS RECORDED IN PLAT BOOK 127, PAGES 32-66 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA

DATE OF WORK	JUL 18
PLAT PLAN	DRAWN
BOUNDARY	DA/ML

LINE	BEARING	DISTANCE
L1	S 55°56'02" E	34.34

NO TREES ON LOT PER CONSTRUCTION PLANS
SWFWMD = SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
** = 10' Utility Easement
** = Drainage / Access Easement (size as noted)

Property lies
Per Flood In
12057C 006

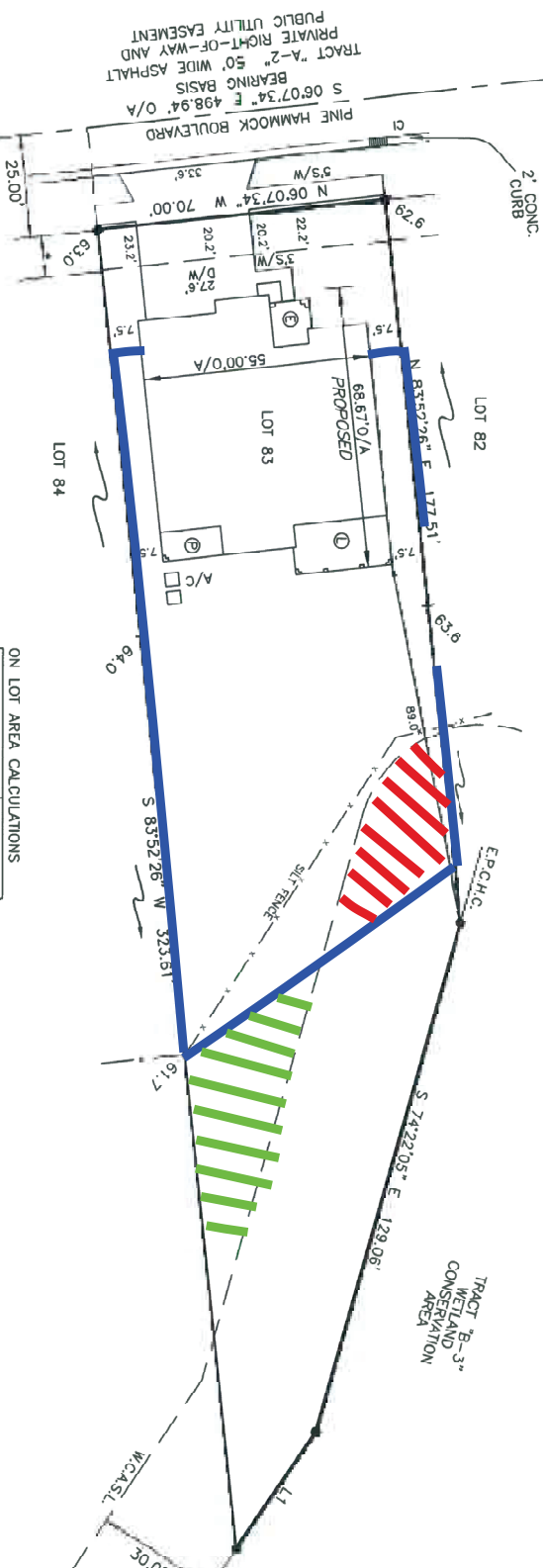
Certified To: LENNAR MORTGAGE, INC.

THIS IS NOT A SURVEY
Proposed 4576 Model
"C" Elevation
Proposed lowest floor
Elevation = 64.72
Proposed lowest garage
slab elevation = 64.31

NO TREES ON LOT
TYPE "A" LOT GRADING
⊕ = Entry ⊖ = Lot/lot

LOT AREA = 18,240 SQ. FT. ±
Scale: 1" = 30'
Job No. 1099 AJ43
Section 15, Township 27 South, Range 18 East.

Use of this survey by anyone other than those certified to, will be the purchaser's sole risk without liability to ZBI or the undersigned surveyor. There may be additional restrictions affecting this property that may be found in the Public Records of this County. This survey was prepared without any benefit from the 1998 (NAVD) Underground utilities and improvements have not been located unless otherwise noted. Bearings are based upon North American Vertical Datum, (deed value). Bearings are based upon an assumed datum utilizing the recorded plat, more specifically the bearing of the CENTERLINE OF PINE HAMMOCK BOULEVARD 45° S 06°07'34" E.



ON LOT AREA CALCULATIONS

LOT	18,240
LIVING AREA	2,088
ENTRY	99
PORCH	103
GARAGE	800
COVERED LANAI	276
WETLANDS	5,048
DRIVEWAY	808
A/C PAD	22
PRIVATE SIDEWALK	4C
IMPERVIOUS	4,036
SDD	22%
TOTALS	9,156

OFF LOT AREA CALCULATIONS

RIGHT OF WAY	910
DRIVE APRON	380
PUBLIC SIDEWALK	212
SDD	318
AREA	19,150
DRIVEWAY	988
SIDEWALK	252
SDD	9,474

LINE	BEARING	DISTANCE
L1	S 35°56'02" E	34.54

NO TREES ON LOT PER
CONSTRUCTION PLANS
SWFWMND= SOUTHWEST FLORIDA WATER
MANAGEMENT DISTRICT
** = 10' Utility Easement
* = Drainage / Access Easement (size as noted)

A PLOT PLAN OF LOT 83 PROMENADE AT LAKE PARK PHASES 1 AND 2
AS RECORDED IN PLAT BOOK 127, PAGES 32-66 OF THE PUBLIC RECORDS OF
HILLSBOROUGH COUNTY, FLORIDA

DATES OF WORK	TEAM
EXCITPLAN	DEAN
4-05-21	DA/M/L
BOUNDARY	

ZBI
Land Surveying and Mapping
1480 Beltrons, Dunedin, Florida 34698
(727)738-9010 Fax:(727)733-0083
LB 6472

I hereby certify that this survey meets the minimum technical standards as set forth in Chapter 5A-17.051, Florida Administrative Code, and is in accordance with the original, red-stamped seal of a fully licensed surveyor and mapmaker.

PROFESSIONAL LAND SURVEYOR STATE OF FLORIDA
STATE LICENSE NO. 12175

Property lies within Flood Zone(s) X
Flood Insurance Rate Map Number: 12061C 00085N Effective date: 9/29/2008

VARIANCE REQUEST

1. Project Narrative: In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. *Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet*). If additional space is needed, please attach extra pages to this application.

Please see attached narrative.

2. A Variance is requested from the following Section(s) of the Hillsborough County Land Development Code:

Please see attached narrative

ADDITIONAL INFORMATION

1. Have you been cited by Hillsborough County Code Enforcement? No X Yes _____
If yes, you must submit a copy of the Citation with this Application.
2. Do you have any other applications filed with Hillsborough County that are related to the subject property?
No X Yes _____ If yes, please indicate the nature of the application and the case numbers assigned to the application(s): _____
3. Is this a request for a wetland setback variance? No _____ Yes X
If yes, you must complete the *Wetland Setback Memorandum* and all required information must be included with this Application Packet (Attachment A).
4. Please indicate the existing or proposed utilities for the subject property:
Public Water _____ Public Wastewater _____ Private Well _____ Septic Tank _____
5. Is the variance to allow a third lot on well and/or septic or non-residential development with an intensity of three ERC's? No X Yes _____ If yes, you must submit a final determination of the "Water, Wastewater, and/or Reclaimed Water – Service Application Conditional Approval – Reservation of Capacity" prior to your public hearing (form may be obtained from **19th floor County Center**).

COLIN RICE
(813) 676-7226
crice@shumaker.com

April 27, 2022

Variance Application

Address: 18207 Pine Hammock Blvd, Lutz, FL 33548
Folio: 014521-0336
Owners: Hoang-Lam Minh & Giannina Ghazzi Nguyen

Variance Request

- 1. Project Narrative: In the space below describe the variance including any history and/or related facts that may be helpful in understanding the request. This explanation shall also specifically identify what is being requested (e.g. Variance of 10 feet from the required rear yard setback of 25 feet resulting in a rear yard of 15 feet).*

The Nguyen family owns the single-family residential property located at 18207 Pine Hammock Blvd, Lutz, FL 33548. Applicant specifically requests a variance from Section 4.01.07(B), Hillsborough County Code, which requires a 30-foot setback from conservation and preservation areas. Applicant seeks to construct a fence in the rear yard of the property which is proposed to partially encroach into the wetland setback area. Please see further details and explanation below.

Variance Criteria Response

- 1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?*

The unique orientation of the lot subject to this application presents singular challenges with respect to reasonable enjoyment of upland areas. The rear/easternmost portion of the lot tracks the natural curvature of the adjacent wetland system and forms a sharp, acute angle with a correspondingly sharp angle for the wetland setback line:



The available uplands in the rear of the property are significantly diminished as compared with the majority of neighboring lots due to this extreme angle; other properties either enjoy greater land area or less angular rear yards, permitting reasonable use of rear uplands without the need for variance relief. The northernmost point of the 30-foot wetland setback line is actually closer to the front (western) property line than the rear (eastern) property line.

2. *Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.*

The majority of homeowners in this neighborhood are able to enjoy a significantly larger portion of fenced rear yard. Given the single-family nature and zoning of this neighborhood, it is likely and foreseeable that children will live in any one of these houses, and fencing represents a critical safety measure for proper and full use and enjoyment of each of these properties. Neighbors report the prevalence of alligators in this community, so the fence not only serves to keep children safely within rear yards, but also serves to prevent entry of any wildlife living within the wetland system from entering rear yards. Applicants otherwise would have to confront the difficult choice of electing not to fence their yard, and increase the risk of danger to their children, or to fence along unreasonably sharp angles that would diminish the reasonable use of the rear yard. The majority of homeowners in this community are not confronted with the same difficult decisions.

3. *Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.*

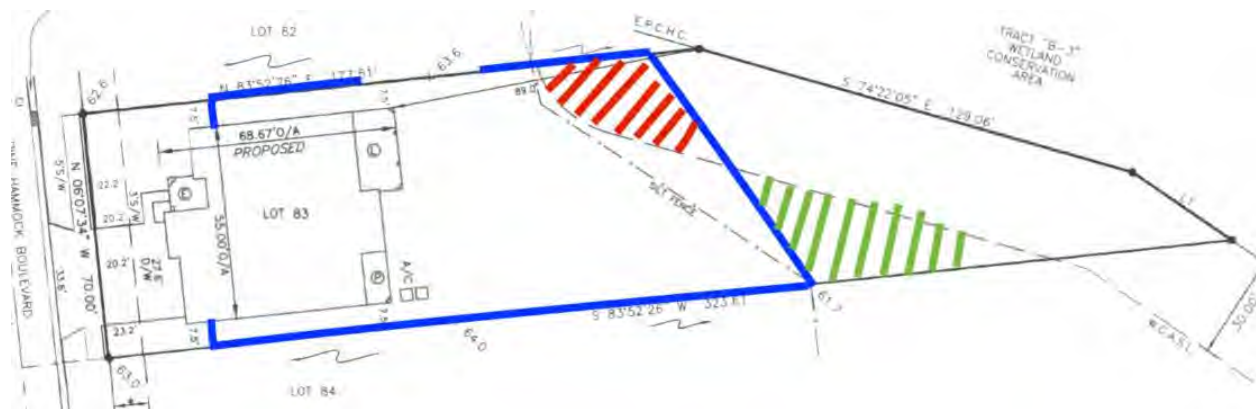
Neighbors are entitled to written notice of the variance application and will have an opportunity to participate per the Hillsborough County Land Development Code. To date, applicants have received overwhelming informal neighborhood support for this fence. Applicants proposes a three rail flat top aluminum, largely transparent fence that would not serve to interfere with sight lines from neighboring properties. There will be no adverse impact to any neighbor, and the portion of wetland setback area proposed to be included within the fenced area is well under 1000 square feet.

4. Explain how the variance is in harmony with and serves the general intent and purpose of the LDC and the Comprehensive Plan (refer to Section 1.02.02 and 1.02.03 of the LDC for description of intent/purpose).

Sec. 4.01.07, Hillsborough County Land Development Code, is intended to prevent adverse impacts to wetland systems. Subsection B.4 even details a number of far more intrusive installations within wetland setbacks areas than the instant proposal (including boardwalks, semi pervious paving material, retaining walls, recreational trails, golf cart path, swimming pools, etc.) Installation of a rear yard fence will have no impact on vegetation, impervious surfaces, stormwater discharge or any other potential adverse impact to the wetland system to the east.

The Comprehensive Plan encourages the protection of wetland conservation areas (See Policy 13.3; Policy 13.9; Objective 14; Objective 47). Applicant does not propose to cross any wetland line, and the installation of the fence will not create any adverse impacts on the wetland conservation area. The total wetland setback area proposed for fencing totals less than 1000 square feet.

Further, the existing composition of native vegetation present along the rear of the property at the time Applicants acquired this land in 2022 will remain unchanged. Rather than fence and sod the southeastern portion of the lot up to the wetland setback line, as would be possible by right without variance relief, Applicant proposes to leave the existing native vegetation untouched and fence short of this natural vegetative boundary. See portion of enclosed survey, with the shaded red area representing the area to be fenced, and the shaded green area representing the area to remain in its current, natural vegetative state:



5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.

The subject lot was platted in 2016 with the aforementioned acute angle along the rear in place due to the presence of the wetland system, specifically to avoid and protect this uniquely protruding portion of the wetland conservation area.

6. *Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.*

An appropriate rear yard perimeter fence that follow a logical, more squared-off rear configuration will ensure the safe and reasonable use of Applicant's rear yard. The fence will conclude more than 10 feet from the edge of the wetland conservation area. No impervious surface or any other structure will be installed within this area. This fence will afford Applicant's children, and the children of any future owner, the reasonable degree of safety and security enjoyed by virtually every other homeowner in the community.

Attachment "A" (Wetland Setback Variance Request)

Notes on Additional Submittal Requirements:

- No relevant correspondence from other jurisdictional agencies
- Included survey does not show any trees as none above 5 inches DBH are present on site
- Site plan requirements:
 - Please see enclosed Survey and Plat Book 127, Page 32 (See p. 46 for lot 83, subject property). Both depict the platted wetland conservation area line and corresponding 30' wetland setback line. Carrie Moore from Hillsborough County Natural Resources advises that, despite the plat being generated in 2016, that this will suffice for the purposes of this variance application.
 - No impervious improvements are proposed.
 - See annotated survey and email from Surveyor Mark Lischack calculating square footage of fenced wetland setback area.
 - No compensation planting plan is proposed – Applicant is not altering any of the existing vegetation.
 - Justification Narrative – see "Variance Criteria Response" above.
 - Vegetative cover type within wetland setback area to be fenced is, and will remain, grass.

Respectfully submitted,



P. Colin Rice, Esq.
For the Applicant

VARIANCE CRITERIA RESPONSE

You must provide a response to each of the following questions. If additional space is needed, please attach extra pages to this application.

1. Explain how the alleged hardships or practical difficulties are unique and singular to the subject property and are not those suffered in common with other property similarly located?

Please see attached narrative.

2. Describe how the literal requirements of the Land Development Code (LDC) would deprive you of rights commonly enjoyed by other properties in the same district and area under the terms of the LDC.

Please see attached narrative.

3. Explain how the variance, if allowed, will not substantially interfere with or injure the rights of others whose property would be affected by allowance of the variance.

Please see attached narrative.

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Please see attached narrative.

5. Explain how the situation sought to be relieved by the variance does not result from an illegal act or result from the actions of the applicant, resulting in a self-imposed hardship.

Please see attached narrative.

6. Explain how allowing the variance will result in substantial justice being done, considering both the public benefits intended to be secured by the LDC and the individual hardships that will be suffered by a failure to grant a variance.

Please see attached narrative.

This Instrument Prepared
under the supervision of:
Catherine P. Mueller, Esq
Lennar Title, Inc.
405 N. Reo Street, Suite 320
Tampa, FL 33609

Return to (via enclosed envelope)
Lennar Title, Inc.
405 N. Reo Street, Suite 320
Tampa, FL 33609

111607-004970

Property Appraiser's Folio No.:
U-15-27-18-A4E-000000-00083.0

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 29th day of February, 2022, between Standard Pacific of Florida, LLC, a Florida limited liability company

whose post office address 4600 West Cypress Street, Suite 200, Tampa, FL 33607, and lawfully authorized to transact business in the state of Florida, ("Grantor"), and

Hoang-Lam Minh Nguyen and Giannina Ghezzi Nguyen, husband and wife

whose post office address is 18207 Pine Hammock Boulevard, Lutz, FL 33548, ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged, by these presents does grant, bargain and sell unto Grantee, and Grantee's heirs, successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described real property (the "**Property**") located and situated in the County of Hillsborough, State of Florida, to wit:

Lot 83 , of PROMENADE AT LAKE PARK PHASES 1 AND 2, according to the Plat thereof, as recorded in Plat Book 127, Page 32, of the Public Records of Hillsborough County, Florida.

The Property is conveyed subject to the following:

- A. Conditions, restrictions, limitations, reservations, easements and other agreements of record affecting the Property but this provision shall not operate to reimpose the same.
- B. Real estate, ad valorem and non ad valorem taxes and all assessments by any community development, recreation, water control, water conservation, watershed improvement or special taxing districts (including, without limitation, the obligation to pay maintenance assessments and capital assessments) affecting the Property, for this and subsequent years not yet due and payable.
- C. All covenants, conditions and restrictions contained in this Deed are equitable servitudes, perpetual and run with the land, including, without limitation, Sections D, E, F, and G.
- D. The requirements of Chapter 558 of the Florida Statutes (2016) as it may be renumbered and/or amended from time to time.
- E. Grantor and Grantee specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise) shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Deed, the underlying purchase agreement for the sale and conveyance of the Property, the Property, the community in which the Property is located, or any dealings between Grantee and Grantor; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Grantor or Grantor's representative; (3) relating to personal injury or property damage alleged to have been sustained by Grantee, Grantee's children or other occupants of the Property, or in the community in which the Property is located; or (4) issues of formation, validity or enforceability of this Section. Grantee has accepted this Deed on behalf of his or her children and other occupants of the Property with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

(1) Any and all mediations commenced by Grantor or Grantee shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the Grantor and Grantee, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

(2) If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Grantor and Grantee.

(3) The waiver or invalidity of any portion of this Section E shall not affect the validity or enforceability of the remaining portions of Section E of the Deed. Grantee and Grantor further agree (1) that any Dispute involving Grantor's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Grantor may, at its sole election, include Grantor's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

(4) To the fullest extent permitted by applicable law, Grantor and Grantee agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Grantor and Grantee further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

(5) Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

(6) Grantee may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

(7) Grantor supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

(a) Notwithstanding the requirements of arbitration stated in Section E(2) of this Deed, Grantee shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

(b) Any mediator and associated administrative fees incurred shall be shared equally by Grantor and Grantee; however, Grantor and Grantee each agree to pay for their own attorneys' fees and costs.

(c) The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Rules of the AAA or other applicable rules.

(8) Notwithstanding the foregoing, if either Grantor or Grantee seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

(9) GRANTOR AND GRANTEE AGREE THAT THE PARTIES MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR COLLECTIVE PROCEEDING. THE ARBITRATOR(S) MAY NOT CONSOLIDATE OR JOIN CLAIMS REGARDING MORE THAN ONE PROPERTY AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR(S) MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY

RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S). ANY RELIEF AWARDED CANNOT BE AWARDED ON CLASS-WIDE OR MASS-PARTY BASIS OR OTHERWISE AFFECT PARTIES WHO ARE NOT A PARTY TO THE ARBITRATION. NOTHING IN THE FOREGOING PREVENTS GRANTOR FROM EXERCISING ITS RIGHT TO INCLUDE IN THE MEDIATION AND ARBITRATION THOSE PERSONS OR ENTITIES REFERRED TO IN SECTION E(3) ABOVE.

(10) THESE COVENANTS AND RESTRICTIONS ("DEED RESTRICTIONS") REQUIRING ARBITRATION AND RESOLUTION OF DISPUTES ARE INCORPORATED INTO THE DEED TO GRANTEE AND ARE MADE COVENANTS RUNNING WITH THE LAND IN PERPETUITY, BINDING UPON ALL SUBSEQUENT GRANTEES, PURCHASERS, SUCCESSORS AND ASSIGNS.

F. Notwithstanding the Grantor and Grantee's obligation to submit any Dispute to mediation and arbitration, in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section E of this Deed, then the Grantor and Grantee agree to the following provisions: GRANTEE ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS DEED ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. GRANTEE AND GRANTOR AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. GRANTEE AND GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL.

G. All provisions of that certain Master Declaration for Promenade at Lake Park recorded in Official Records Book 24088, Page 857 of the Public Records of Hillsborough County, Florida, as amended from time to time, which may include, without limitation, restrictions, covenants, conditions, easements, lien rights, obligations to pay assessments and architectural restrictions and which are incorporated by reference in their entirety into this Deed.

Grantor does hereby warrant, and will defend, the title to the Property hereby conveyed, subject as aforesaid, against the lawful claims of all persons claiming by, through or under Grantor, but none other.

[Signature page follows]

Grantee, by acceptance of this Deed, automatically agrees for itself, and its heirs, personal representatives, successors and assigns, to observe and to be bound by all of the terms and conditions set forth in this Deed and in the documents identified above, all exhibits attached thereto, and all future amendments thereof including, without limitation, the provisions of any declarations or other covenants and restrictions applicable to the Property. The term Grantee used in this Deed shall include Grantee's heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed and its seal to be affixed the day and year first above written.

WITNESSES:

Donna Coderre
Print Name: Donna Coderre

Robin M. Gillespie
Print Name: Robin M. Gillespie

Standard Pacific of Florida LLC, a Florida limited liability company

By: Standard Pacific of Florida GP, LLC, a Delaware limited liability company, its sole member

BY: Corey Connell
Authorized Agent

State of Florida

County of Hillsborough

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of February, 2022 by Corey Connell the Authorized Agent of Standard Pacific of Florida GP, LLC, a Delaware limited liability company, it's sole member existing under the laws of the State of Florida, who is personally known to me to be the person therein.

Donna Coderre
Notary Public, State of Florida
Print Name Donna Coderre

My commission expires: _____





VARIANCE APPLICATION

IMPORTANT INSTRUCTIONS TO ALL APPLICANTS:

You must schedule an appointment to submit this application by calling 813-272-5600.
All requirements listed on the submittal checklist must be met. **Incomplete applications will not be accepted.**

Property Information

Address: 18207 Pine Hammock Blvd. City/State/Zip: Lutz, FL 33548 TWN-RN-SEC: 15-27-18
Folio(s): 014521-0336 Zoning: PD 14-0126 Future Land Use: CMU-12 Property Size: 0.42 acres

Property Owner Information

Name: Lam & Giannina Nguyen Daytime Phone: _____
Address: 18207 Pine Hammock Blvd. City/State/Zip: Lutz, FL 33548
Email: _____ FAX Number: _____

Applicant Information

Name: Lam & Giannina Nguyen Daytime Phone: 813-227-2349
Address: 18207 Pine Hammock Blvd. City/State/Zip: Lutz, FL 33548
Email: dsinger@shumaker.com FAX Number: _____

Applicant's Representative (if different than above)

Name: David B. Singer; Colin Rice, Shumaker, Loop & Kendrick, LLP Daytime Phone: 813-227-2349; 813-676-7226
Address: 101 E. Kennedy Blvd., Ste. 2800 City / State/Zip: Tampa, FL 33602
Email: dsinger@shumaker.com; crice@shumaker.com FAX Number: 813-229-1660

I HEREBY SWEAR OR AFFIRM THAT ALL THE INFORMATION PROVIDED IN THIS APPLICATION PACKET IS TRUE AND ACCURATE, TO THE BEST OF MY KNOWLEDGE, AND AUTHORIZE THE REPRESENTATIVE LISTED ABOVE TO ACT ON MY BEHALF FOR THIS APPLICATION.




Signature of Applicant

P. Colin Rice

Type or Print Name

I HEREBY AUTHORIZE THE PROCESSING OF THIS APPLICATION AND RECOGNIZE THAT THE FINAL ACTION ON THIS PETITION SHALL BE BINDING TO THE PROPERTY AS WELL AS TO CURRENT AND ANY FUTURE OWNERS.



Signature of Property Owner

Lam Nguyen

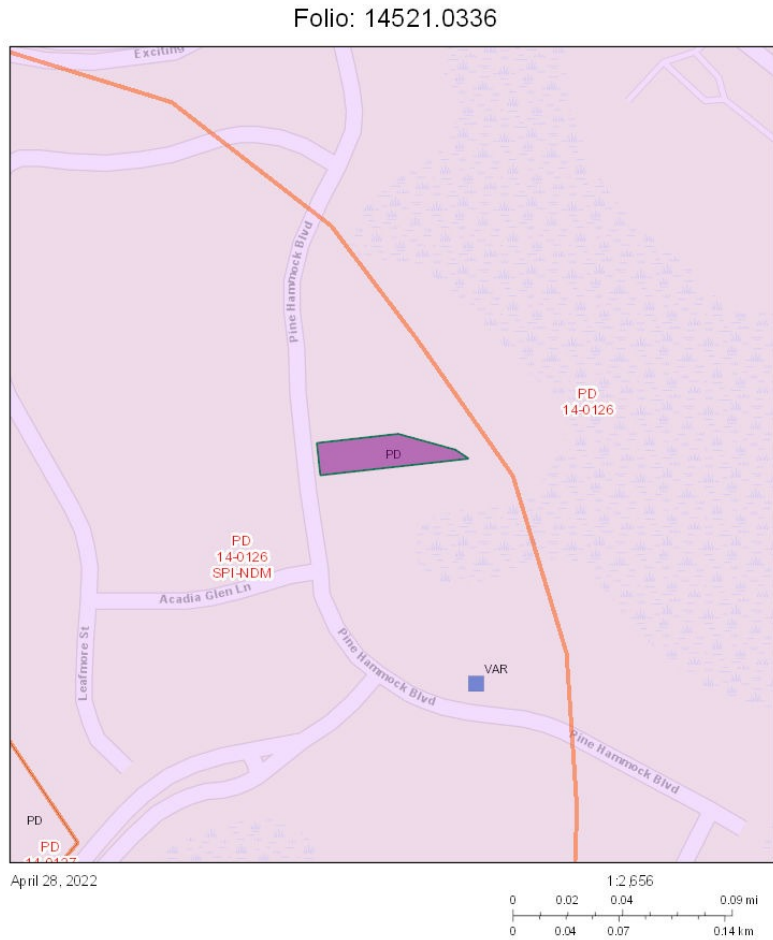
Type or Print Name

Intake Staff Signature: Clare Odell *Office Use Only* Intake Date: 24-27-22
Case Number: 22-0852 Public Hearing Date: 06/21/22
Receipt Number: 15-876



PARCEL INFORMATION HILLSBOROUGH COUNTY FLORIDA

Jurisdiction	Unincorporated County
Zoning Category	Planned Development
Zoning	PD
Description	Planned Development
Overlay	SPI-NDM
RZ	14-0126
Flood Zone:X	AREA OF MINIMAL FLOOD HAZARD
FIRM Panel	0063H
FIRM Panel	12057C0063H
Suffix	H
Effective Date	Thu Aug 28 2008
Pre 2008 Flood Zone	A
Pre 2008 Firm Panel	1201120065D
County Wide Planning Area	Lutz
Community Base Planning Area	Lutz
Planned Development	PD
Re-zoning	null
Note	WAS PD 01-0962
Personal Appearances	12-0593,13-0287,15-0343
Census Data	Tract: 011109 Block: 1000
Future Landuse	CMU-12
Urban Service Area	USA
Mobility Assessment District	Urban
Mobility Benefit District	1
Fire Impact Fee	Northwest
Parks/Schools Impact Fee	NORTHEAST
ROW/Transportation Impact Fee	ZONE 1
Wind Borne Debris Area	140 MPH Area
Overlay District	North Dale Mabry Boulevard
Competitive Sites	NO
Redevelopment Area	NO



Folio: 14521.0336
PIN: U-15-27-18-A4E-000000-00083.0
HOANG LAM MINH AND GIANNINA GHEZZI NGUYEN
Mailing Address:
 18207 PINE HAMMOCK BLVD
 LUTZ, FL 33548
Site Address:
 18207 PINE HAMMOCK BLVD
 LUTZ, FL 33548
SEC-TWN-RNG: 15-27-18
Acreage: 0.41873601
Market Value: \$255,098.00
Landuse Code: 0000 VACANT RESIDENT

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