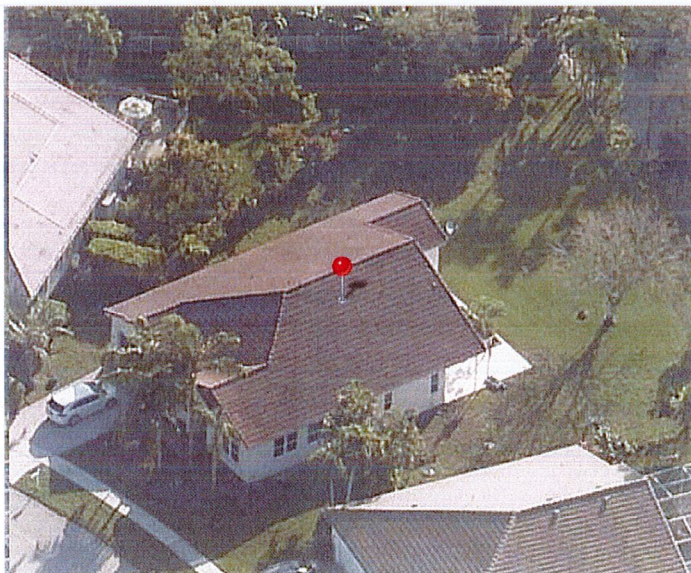
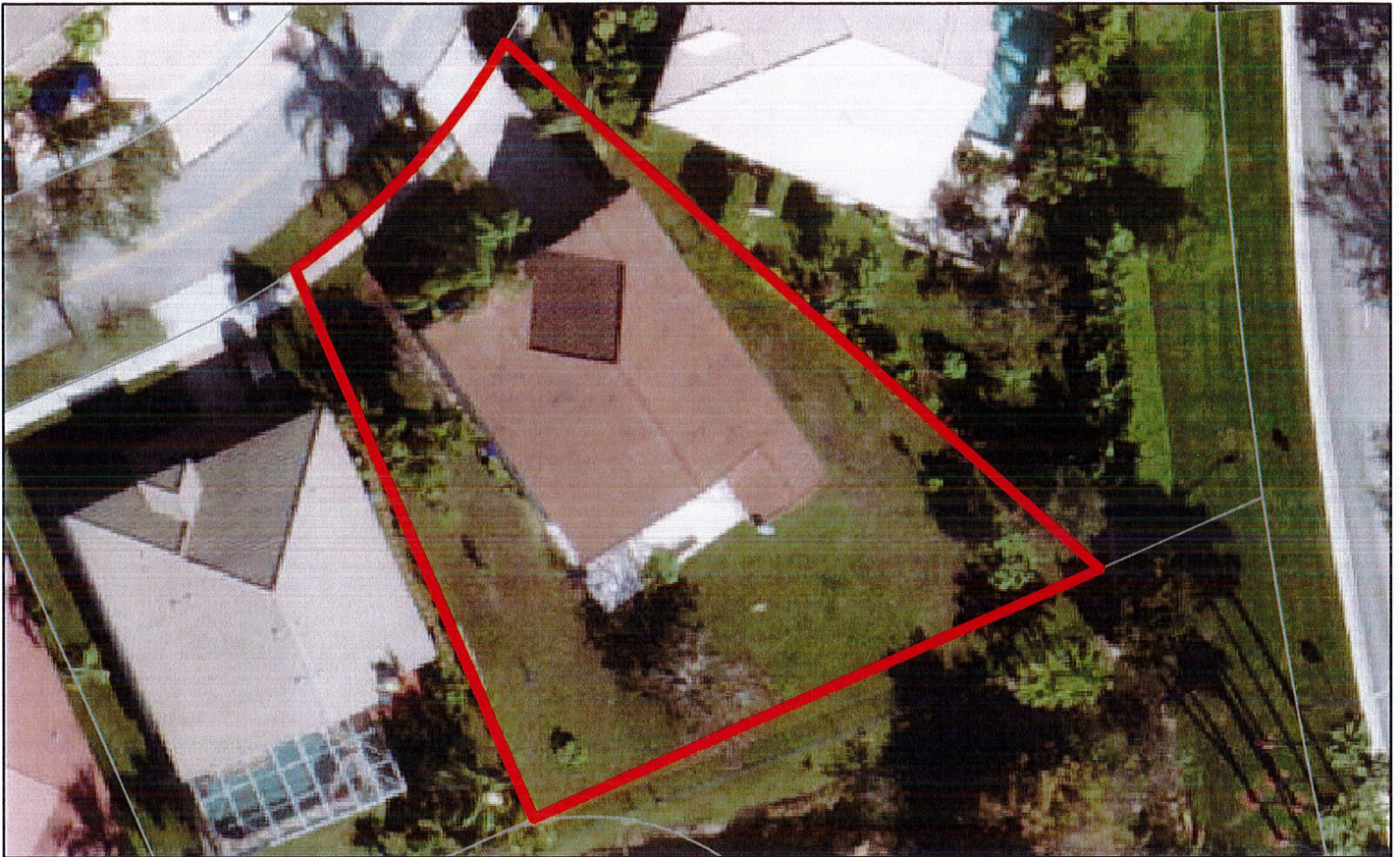


Vicinity Map

City of Pembroke Pines • Planning and Economic Development Department

ZV(R) 2019-29
Zoning Variance

Janet Martinez – Alexander Lovinsky
901 NW 179 Avenue
Pembroke Pines, FL 33029





City of Pembroke Pines
Planning & Economic Development Department
601 City Center Way 3rd Floor
Pembroke Pines FL, 33025

Summary

Agenda Date:	November 7, 2019	Application ID:	ZV(R) 2019-29
Project:	Driveway	Project Number:	N/A
Project Planner:	Dean Piper, Zoning Administrator		
Owner:	Janet Martinez – Alexander Lovinsky	Agent:	N/A
Location:	901 NW 179 Avenue, Pembroke Pines, 33029		
Existing Zoning:		Existing Land Use:	Residential
Reference Applications:	N/A		
Variance Summary			
Application	Code Section	Required/Allowed	Request
ZV(R) 2019-29	52.26 (H)(1)	35% Front Yard Lot Coverage	50% Front Yard Lot Coverage
Final:	<input type="checkbox"/> Planning & Zoning Board		<input checked="" type="checkbox"/> Board of Adjustment
Reviewed for the Agenda:	Director: _____ Zoning Administrator: _____		

Project Description / Background

Janet Martinez – Alexander Lovinsky, owners, have submitted a variance request to allow a front yard lot coverage of 50% (including the driveway and sidewalk) instead of the allowable 35% front yard lot coverage for the existing pie shaped lot located at the northwest corner of NW 179th avenue and NW 9th Street in the Silver Lakes (Pelican Bay) community.

The applicant submitted to their Homeowners Associations (HOA) for architectural review and received approval, then submitted for building permits which were denied because it could meet lot coverage requirements. Then the applicant made corrections to the building permit plans to meet code requirements, which then did not comply with an HOA deed restriction. The revision was denied by the HOA. The Silver Lakes Community association does not allow driveways to extend beyond the walls of the garage.

The applicant is requesting the City approve a variance so that they can install the driveway consistent with HOA requirements and deed restrictions. The applicants has provided the case history with HOA submittals, along with paperwork showing denial and approval as the back-up to this item. The proposed setbacks and driveway width meet code requirements.

VARIANCE REQUEST DETAILS:

ZV(R) 2019-29) allow a 50% Front Yard Lot Coverage with a driveway and sidewalk instead of the allowed maximum Front Yard Lot Coverage of 35%.

Code Reference: § 52.26 DRIVEWAYS ACROSS SWALE AREAS.

(H) No driveway may:

- (1) Exceed a 35% of the total front lot coverage in a single family residential home;

VARIANCE DETERMINATION

The Board of Adjustment shall not grant any single-family residential variances, permits, or make any decision, finding, and determination unless it first determines that:

Its decision and action taken is in harmony with the general purposes of the zoning ordinances of the city and is not contrary to the public interest, health, or welfare, taking into account the character and use of adjoining buildings and those in the vicinity, the number of persons residing or working in the buildings, and traffic conditions in the vicinity.

In the granting of single-family residential variances, the Board shall determine that the single-family residential variance granted is the minimum variance that will accomplish the intended purpose in accordance with above and:

- A) That there are special circumstances or conditions applying to the land or building for which the variance is sought, which circumstances are peculiar to the land or building and do not apply generally to land or buildings in the neighborhood, and that the strict application of the provisions of the zoning ordinances would result in an unnecessary hardship and deprive the applicant of the reasonable use of the land or building; or
- B) That any alleged hardship is not self-created by any person having an interest in the property nor is the result of a mere disregard for or in ignorance of the provisions of the zoning ordinances of the city; or
- C) That granting the variance is not incompatible with public policy, will not adversely affect any adjacent property owners, and that the circumstances which cause the special conditions are peculiar to the subject property.

Enclosed: Variance Request Application
Subject Site Aerial Photo



City of Pembroke Pines Planning and Economic Development Department Unified Development Application

Planning and Economic Development
City Center - Third Floor
601 City Center Way
Pembroke Pines, FL 33025
Phone: (954) 392-2100
<http://www.ppines.com>

Prior to the submission of this application, the applicant must have a pre-application meeting with Planning Division staff to review the proposed project submittal and processing requirements.

Pre Application Meeting Date: 9/30/19

Plans for DRC _____ Planner: Dean

Indicate the type of application you are applying for:

- | | |
|---|--|
| <input type="checkbox"/> Appeal* | <input type="checkbox"/> Sign Plan |
| <input type="checkbox"/> Comprehensive Plan Amendment | <input type="checkbox"/> Site Plan* |
| <input type="checkbox"/> Delegation Request | <input type="checkbox"/> Site Plan Amendment* |
| <input type="checkbox"/> DRI* | <input type="checkbox"/> Special Exception* |
| <input type="checkbox"/> DRI Amendment (NOPC)* | <input checked="" type="checkbox"/> Variance (Homeowner Residential) |
| <input type="checkbox"/> Flexibility Allocation | <input type="checkbox"/> Variance (Multifamily, Non-residential)* |
| <input type="checkbox"/> Interpretation* | <input type="checkbox"/> Zoning Change (Map or PUD)* |
| <input type="checkbox"/> Land Use Plan Map Amendment* | <input type="checkbox"/> Zoning Change (Text) |
| <input type="checkbox"/> Miscellaneous | <input type="checkbox"/> Zoning Exception* |
| <input type="checkbox"/> Plat* | <input type="checkbox"/> Deed Restriction |

INSTRUCTIONS:

1. All questions must be completed on this application. If not applicable, mark *N/A*.
2. Include all submittal requirements / attachments with this application.
3. All applicable fees are due when the application is submitted (Fees adjusted annually).
4. Include mailing labels of all property owners within a 500 feet radius of affected site with signed affidavit (Applications types marked with *).
5. All plans must be submitted no later than noon on Thursday to be considered for Development Review Committee (DRC) review the following week.
6. Adjacent Homeowners Associations need to be noticed after issuance of a project number and a minimum of 30 days before hearing. (Applications types marked with *).
7. The applicant is responsible for addressing staff review comments in a timely manner. Any application which remains inactive for over 6 months will be removed from staff review. A new, updated, application will be required with applicable fees.
8. Applicants presenting demonstration boards or architectural renderings to the City Commission must have an electronic copy (PDF) of each board submitted to Planning Division no later than the Monday preceding the meeting.

Staff Use Only

Project Planner: Dean Project #: PRJ 20____ - ____ Application #: ZV(R) 2019-29

Date Submitted: 9/30/19 Posted Signs Required: (1) Fees: \$ 250.00

SECTION 1-PROJECT INFORMATION:*Project Name: Janet Martinez*Project Address: 901 NW 179th Ave

Location / Shopping Center: _____

Acreage of Property: _____ Building Square Feet: _____

Flexibility Zone: _____ *Folio Number(s): _____

Plat Name: _____ Traffic Analysis Zone (TAZ): _____

Legal Description:

*

Has this project been previously submitted? Yes No

Describe previous applications on property (Approved Variances, Deed Restrictions, etc...) Include previous application numbers and any conditions of approval.

Date	Application	Request	Action	Resolution / Ordinance #	Conditions of Approval

SECTION 2 - APPLICANT / OWNER / AGENT INFORMATION

*Owner's Name: Janet Martinez / Alexander Lovinsky
*Owner's Address: 901 NW 179th Ave Pembroke Pines, FL 33029
*Owner's Email Address: janetfla@gmail.com
*Owner's Phone: _____ *Owner's ^{Cell:} ~~Fax:~~ 786-371-3487

Agent: _____

Contact Person: _____

Agent's Address: _____

Agent's Email Address: _____

Agent's Phone: _____ Agent's Fax: _____

All staff comments will be sent directly to agent unless otherwise instructed in writing from the owner.

SECTION 3- LAND USE AND ZONING INFORMATION:

EXISTING

Zoning: _____

Land Use / Density: _____

Use: _____

Plat Name: _____

Plat Restrictive Note: _____

PROPOSED

Zoning: _____

Land Use / Density: _____

Use: _____

Plat Name: _____

Plat Restrictive Note: _____

ADJACENT ZONING

North: _____

South: _____

East: _____

West: _____

ADJACENT LAND USE PLAN

North: _____

South: _____

East: _____

West: _____

-This page is for Variance, Zoning Appeal, Interpretation and Land Use applications only-

SECTION 4 – VARIANCE • ZONING APPEAL • INTERPRETATION ONLY

Application Type (Circle One): Variance Zoning Appeal Interpretation

Related Applications: _____

Code Section: 52.26(H)(1)

Required: 35% Front Lot Coverage

Request: 50% Front Lot Coverage w/ Driveway + Walkway

Details of Variance, Zoning Appeal, Interpretation Request:

* See Attached

SECTION 5 - LAND USE PLAN AMENDMENT APPLICATION ONLY

☐ City Amendment Only

☐ City and County Amendment

Existing City Land Use: _____

Requested City Land Use: _____

Existing County Land Use: _____

Requested County Land Use: _____

October 22nd, 2019

Re: Variance application to build a circular driveway

Property Address: 901 NW 179 Ave Pembroke Pines, FL 33029

To whom it may concern:

Please note that we are applying for a Variance in order to build a circular driveway for our home (property address listed above), as the current space will not be enough to park our vehicles. Several properties in our community, even in our same block, have circular driveways and we would like to have the same opportunity.

The first time we applied for a circular driveway with the City of Pembroke Pines back in June 2019, it was denied because the amount of square footage in the front land was not enough as per code. Please note that the application for the same had been approved by the Silver Lakes Association.


After talks, we decided that in order to comply with the City zoning codes, we decided to expand our existing driveway 1 foot to the left and 2 feet to the right. This time the City approved it with no issues; however, when presented to the Silver Lakes Association, they denied it because driveway "cannot exceed walls of garage".

At this point we are trying the Variance to get approve for the initial circular driveway, this time with a different style which is concrete slabs with artificial turf in between. Enclosed is a drawing with measurements of the driveway along with letters of my two next door neighbors agreeing to the construction of the circular driveway in our property.

We kindly ask you to consider the proposal as it is important for us to enlarge our driveway since our teenage daughter is soon to begin driving and we don't currently have the space to keep an extra car in the property without being in violation of the parking rules. We want to be proactive and address the situation before it becomes an issue.

We look forward to a positive solution.

Sincerely,


Janet Martinez and Alexander Lovinsky

NOTES:

a) The flood information shown hereon does not imply that the referenced property will or will not be free from flooding or damage and does not create liability on the part of the firm, any officer or employee thereof, for any damage that results from reliance on said information.

b) The survey shows platted easements and right-of-ways. There may exist additional restrictions and/or encumbrances which affect this property.

c) Elevation shown hereon are with reference to the National Geodetic Vertical Datum (NGVD) unless otherwise noted. Underground features, if any, not identified nor located shall be shown as they appear on the ground.

d) All distances and/or encroachments shown hereon are of the apparent nature, fence legal ownership not determined.

e) The issue of this survey is only for the exclusive and specific use of those persons, parties or institutions in the Certification.

f) Code restrictions and title search not reflected in this survey.

g) Underground utilities and encroachments, if any not located.

h) Lands depicted hereon were surveyed per legal description provided by client and no claims as to ownership or matters of title are made or implied.

i) All roads shown hereon are public unless otherwise noted.

j) No identification cap found on property corners unless otherwise noted.

k) Distance along boundary are recorded and measured unless otherwise noted.

l) The graphic portions of this document are intended to be displayed at the graphic/form scales as depicted. Said scale may be altered in reproductions and as such, should be considered when obtaining scaled data.

ABBREVIATIONS:

U.E.=Utility Easement C.C.=Concrete C.C.=Cigar E.C.=Encroachment C.=Center Line F.F.=Found Fence A/C=Air Conditioner C.B.=Catch Basin	P.=Property Line B.C.=Block Corner R/R=Right-of-Way O.U.=Overhead Utility Line F.N.A.=Found Nail & Disc C.B.=Concrete Block Sluice O/H=Roof Overhang	B.M.=Bench Mark C.H.=Chain Hook F.H.=Found Hole W/W=Water Meter F.I.P.=Found Iron Pipe F.N.=Found Nail C.A.=Central Angle	Comm.=Community P.C.=Point of Curvature P.T.=Point of Tangency P.C.P.=Permanent Control Point P.L.S.=Professional Land Surveyor Res.=Residence C.L.F.=Chain Link Fence	P.L.=Plat P.W.=Paved N.T.S.=Not to Scale L.S.=Land Surveyor T.=Tangent S.C.=Sight Circle R.N.=Range	P.O.B.=Point of Beginning M.L.=Mileage Line N/A=Not Applicable O/S=Off Set B.B.=Barbecue P.P.=Power Pole S/R=Railroad S.W.=Sidewalk	F.H.=Fire Hydrant M.=Measured P.A.=Permanent A.S.=Asphalt S.L.P.=Set Iron Pipe & cap No.=Number	P.O.C.=Point of Commencement P.C.C.=Point of Compound Curvature D.V.E.=Drainage Easement P.R.E.=Permanent Reference Easement P.R.C.=Point of Reverse Curvature F.P.L.=Florida Power & Light D.E.=Drainage Easement
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NOTES:

This Survey Declaration is made on the Field Date indicated, to the Owner(s) listed. It is not transferable to additional institutions or subsequent Owners.
The intended use of this survey is for Mortgage purposes only, any other use is not valid without the write consent of the signing Professional Surveyor and Mapper.

PROPERTY ADDRESS: 901 N.W. 179TH AVENUE, PEMBROKE PINES, FLORIDA

LOWEST FLOOR ELEVATION: N/A **FLOOD ZONE:** X **PAST FLOOD ELEV.:** N/A

COMM/PLAT NO.: 120053 0520 H **DATE OF FIRM:** 08/18/2014 **RECORD LINK:** N/A **COUNTY:** BROWARD

NOT VALID UNLESS: I hereby certify that this Survey meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6 Florida Administrative Code, pursuant to Section 472.007 Florida Statute.

FIELD DATE: 12/26/16 **PROFESSIONAL SURVEYOR & MAPPER NO. 6453**

GUILLERMO A. GUERRERO
Professional Surveyor & Mapper No. 6453
682 East 21st Street, Hollywood, FL 33013
(786) 468-0090 Office
(305) 468-6276 Fax
(305) 333-3328 Cell
quickcadservices@yahoo.com

SCALE: 1"=20' **JOB NO.:** GG-1812-5710

LEGAL DESCRIPTION:

LOT 4, TRACT A-4, "PEMBROKE PINES", ACCORDING TO THE PLAT THEREON RECORDED IN PLAT BOOK 143, PAGE 41, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

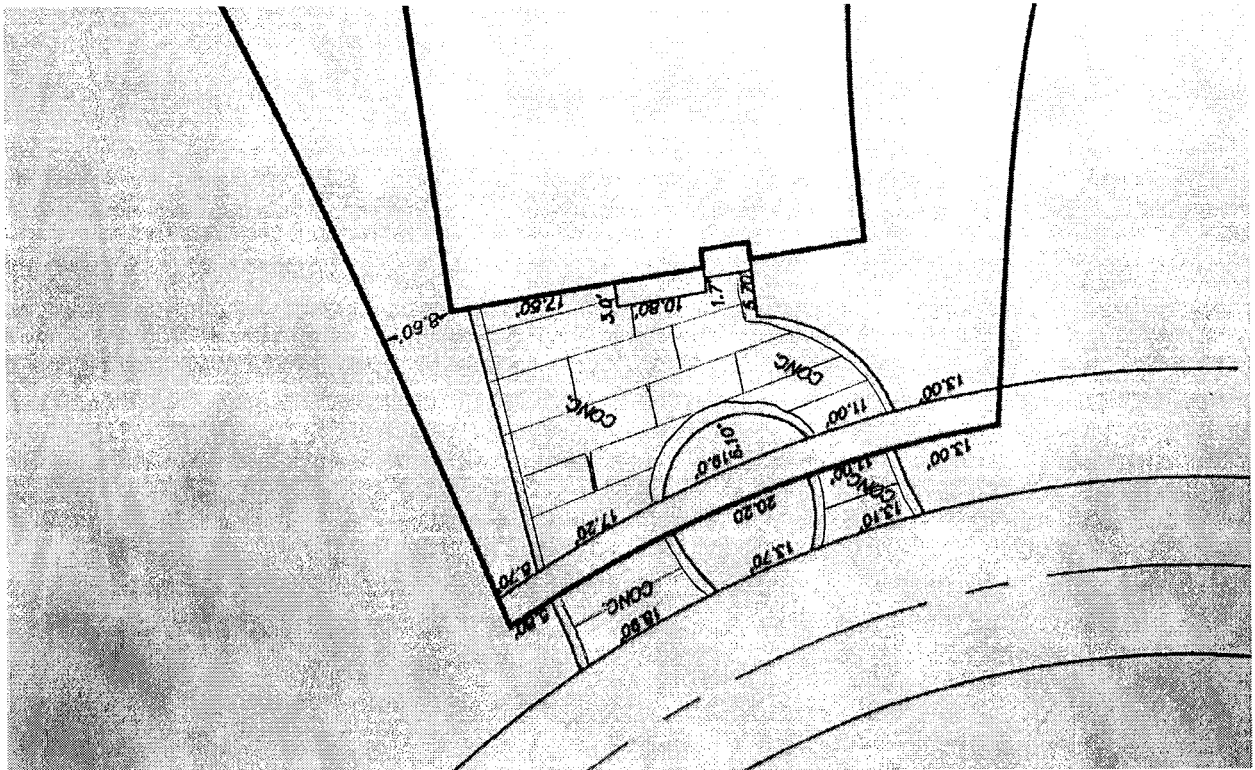
JANETH MARTINEZ AND ALEXANDER LOANISKI
SUPERIOR TITLE OF SOUTH FLORIDA, INC.
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
WELLS FARGO BANK, N.A., ITS SUCCESSORS AND/OR ASSIGNS, AS
THEIR INTERESTS MAY APPEAR

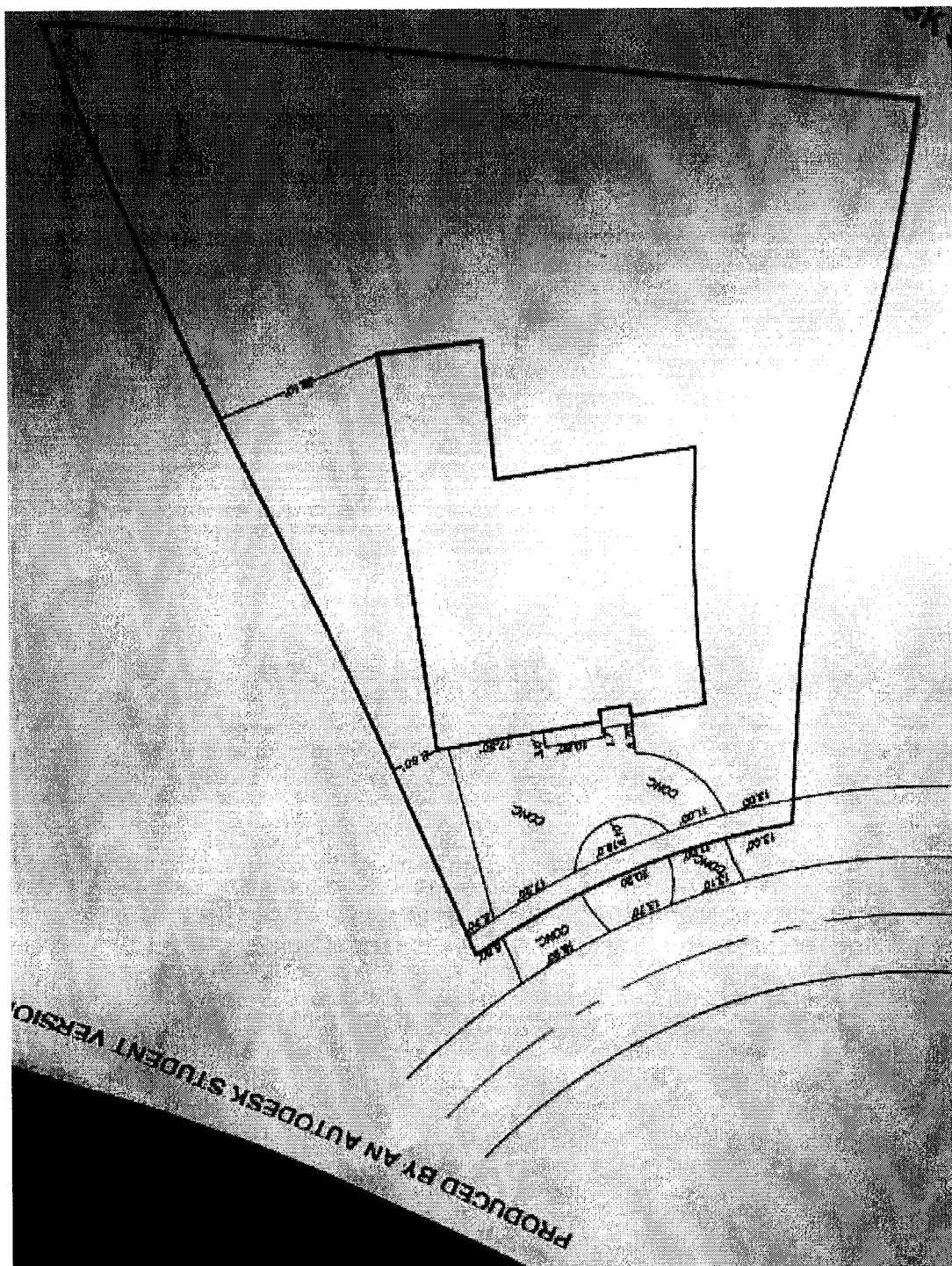
NOTES:

PAVERS DRIVEWAY IS INTO A 12 FEET UTILITY & SIDEWALK EASEMENT (N.W. PROP. LINE)
CHAIN LINK FENCE IS ENCROACHING INTO THE LAKE RIGHT-OF-WAY (E.L.Y. & M.L. PROP. LINES)

SKETCH OF SURVEY

LOCATION SKETCH (N.T.S.)





10/21/2019

To: The City of Pembroke Pines

To whom it may concern,

I, OSCAR MARIN, next door neighbor of the property located at 901 NW 179th AVE Pembroke Pines, FL 33029 and owned by Alexander Lovinsky and Janet Martinez, agree to the construction of a circular driveway in their property following the City's guidelines.

Sincerely,

A handwritten signature in blue ink, appearing to read "Oscar Marin", is written over a horizontal line. The signature is stylized with a large, circular initial "O".

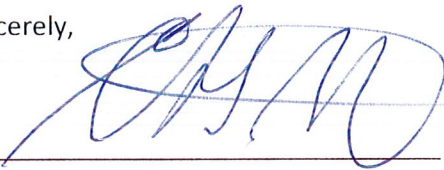
10/21/2019

To: The City of Pembroke Pines

To whom it may concern,

I, COLEIN SCOTT, next door neighbor of the property located at 901 NW 179th AVE Pembroke Pines, FL 33029 and owned by Alexander Lovinsky and Janet Martinez, agree to the construction of a circular driveway in their property following the City's guidelines.

Sincerely,

A handwritten signature in blue ink, appearing to read "COLEIN SCOTT", written over a horizontal line.

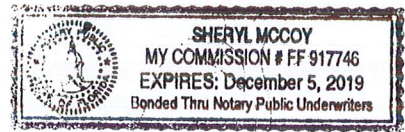
SECTION 7- PROJECT AUTHORIZATION

OWNER CERTIFICATION

This is to certify that I am the owner of the property described in this application and that all information supplied herein is true and correct to the best of my knowledge.

[Signature] 9/30/19
Signature of Owner Date

Sworn and Subscribed before me this 30th day
of September, 2019



na [Signature] 12/05/2019
Fee Paid Signature of Notary Public My Commission Expires

AGENT CERTIFICATION

This is to certify that I am the agent of the property owner described in this application and that all information supplied herein is true and correct to the best of my knowledge.

Signature of Agent Date

Sworn and Subscribed before me this _____ day
of _____, 20_____

Fee Paid Signature of Notary Public My Commission Expires

SilverLakes Community Association, Inc.
C/O PINES PROPERTY MANAGEMENT, INC.
P.O. BOX 820100
SOUTH FLORIDA, FL 33082
(954)438-6570 FAX(954)438-3951

ARCHITECTURAL APPROVAL NOTICE

May 30, 2019
ALEXANDER LOVINSKY
901 NW 179 AVENUE
PEMBROKE PINES, FL 33029

Account #: 080004

Re: Property: 901 NW 179 AVENUE

The SilverLakes Community Association, Inc. Architectural Control Committee has met and has approved your request to:

Extend and replace existing driveway with pavers to match roof color as per modification form.

The following requirements must be met.

- Must meet all setback requirements of the community.
- The management office must be notified upon completion of project.
- The installation must be inspected by a member of the architectural committee or an assigned representative to assure that all requirements were met.

**Approval of Faux Finish constitutes an understanding that the finish must be maintained in original condition, in accordance with the "Community Standards and Guidelines".*

Failure to meet any of the above requirements will void this approval.

Additionally, this approval is only an authorization from the community association. This approval does not relieve you of the responsibility for any other building and zoning permits, local or otherwise, you may be required to receive.

Remember, you are responsible to notify the contractor performing this work to provide you with a current certificate of insurance indicating both liability and workers compensation coverage. Also, please be informed that the association will hold the homeowner liable for any damages to the common elements of the community as a result of carelessness on the part of the contractor performing services. Please have your contractor observe the "no signs" ordinance in SilverLakes.

Finally please be advised that this approval is effective for a period of ninety (90) days from the date of this letter, **this approval does not represent an extension of any time frames of homes currently in violation.**

THIS MODIFICATION WILL NOT BE CONSIDERED COMPLETE UNTIL INSPECTED BY A PROPERTY MANAGER.

Very truly yours;

SilverLakes Community Association, Inc. Modification Committee

UPON COMPLETION OF YOUR APPROVED MODIFICATION, PLEASE CONTACT YOUR PROPERTY MANAGER TO ARRANGE A TIME AND DATE TO HAVE YOUR MODIFICATION INSPECTED AND DOCUMENTED.

FAILURE TO CALL FOR INSPECTION WITHIN THE 90 DAY TIME FRAME, THIS MODIFICATION WILL BE CONSIDERED A VIOLATION OF NON-COMPLETION

SILVERLAKES ARCHITECTURAL MODIFICATION REQUEST

Name: Janet Martinez

Date: 5/19/19

Community: The Enclave

Lot: _____

Address: 901 NW 179th Ave

Email: janetfla@gmail.com

Primary Phone: 786-371-3487

Description of work, attach additional sheet if necessary.

Extend & Replace existing driveway w/ pavers to match roof color

All information must be submitted before the committee will review the request.

Documents required for reviewing your Architectural Modification form:

A copy of your lot survey with the location of the proposed modifications "drawn to scale" indicating all setbacks from the property lines in a clear and legible manner.

- A copy of your proposal, including specifications from the contractor scheduled to do the work.
- If you are doing the work yourself, include a sketch or drawing of the modification.

Prior to submitting the request, please review the architectural standards and guidelines to insure that your request meets all requirements.

RESPONSES TO ALL REQUESTS WILL BE SENT BY MAIL WITHIN 45 DAYS FROM DATE OF SUBMITTAL

Forward this form and all supporting documents to: Pines Property Management, Inc. P.O. Box 820100 South Florida, FL 33082-0100

HOMEOWNER AFFIDAVIT

I have read & understand the Covenants and Restrictions of the SilverLakes Homeowner's Association and agree to abide by them. I have received a copy of the SilverLakes Modification Guidelines and have read and understand the requirements for the modification (s) I am applying for. I understand that approval is based on the Association's modification guidelines, and will comply with the guidelines regardless of the marked modifications on the attached survey. ****Homeowner's initials _____

I understand, and, in return for approval, I agree to be responsible for the following:

- An approval is only valid for ninety (90) days unless otherwise specified.
- For all losses caused to others, including common areas, as a result of this undertaking, whether caused by me or others;
- You must obtain any permits required from the City, County, governmental agencies, etc.
- You must remove all debris (concrete, fill, etc.) from around your home and re-sod any areas that are destroyed.
- You are responsible for any damage that may be caused to the sidewalk or roadway from heavy equipment.
- You may not alter the drainage of your property or your neighbor's property.
- The final inspection and approval of the association board after construction is completed.
- For any encroachment(s);
- To comply with conditions of acceptance (if any); and
- To complete the project according to Association's guidelines. If the modification is not completed as approved, said approval can be revoked and the modification shall be removed by the owner at the owner's expense.
- No changes may be made in plans after approval without the prior written consent of the Association.
- **WORK MAY NOT BE STARTED UNTIL APPROVAL LETTER IS RECEIVED.**
- **WORK IS NOT ASSUMED COMPLETED UNTIL INSPECTED BY PROPERTY MANAGEMENT AND SIGNED FINAL CITY PERMITS ARE RECEIVED.**

ROOF COLOR

I also understand that the Architectural review committee does not review and assumes no responsibility for the structural adequacy, capacity or safety features of the proposed construction, alteration or addition; for soil corrosion of un-compactable or unstable soil conditions; for mechanical, electrical or any other technical design requirements for the proposed construction, alteration or addition; or for performance, workmanship or quality of work of any contractor or of the completed alteration or description.

I agree to abide by the decision of the Modifications Committee or Board of Directors. If the modification is not approved or does not comply, I may be subject to court action by the Association. In such event, I shall be responsible for all reasonable attorney's fees.

The undersigned owner affirms that he/she has read and fully understands the Modification Guidelines and governing documents for the SilverLakes Community Association, and agree to conduct all modification in compliance with said guidelines. ****Homeowner Initials _____

**Signature of Owner: [Signature]

Date: 5/19/19

ASSOCIATION USE ONLY

Homeowner's Association Recommendations

____ Approval _____ Denial

SilverLakes Modifications Committee

____ Approval _____ Denial

MAY 21 2019

Conditions:

NOTES:

1) The flood information shown hereon does not imply that the referenced property will or will not be free from flooding or damage and does not create liability on the part of the firm, any officer or employee thereof for any damages that result from reliance on said information.

2) The survey shows platted easements and right-of-ways. There may exist additional restrictions and/or encumbrances which affect this property.

3) Elevations shown hereon are with reference to the National Geodetic Vertical Datum (NGVD) unless otherwise noted. Underfoot features, if any, not identified nor located as shown on this survey may be indicated hereon.

4) All elevations and/or measurements shown hereon are of the apparent nature, hence legal ownership not determined.

5) The line of this survey is only for the exclusive and specific use of these persons, parties or institutions in the certification.

6) Code restrictions and title search not reflected in this survey.

7) Subsequent utility and measurements, if any, not located.

8) Land depicted hereon were surveyed per legal description provided by client and no claims as to ownership or matters of title are made or implied.

9) All roads shown hereon are public unless otherwise noted.

10) No identification cap found on property corners unless otherwise noted.

11) Distances along boundary are recorded and measured unless otherwise noted.

12) The graphic portions of this document are intended to be displayed at the graphic scale shown on depicted said scale may be altered in reproductions and as such should be considered when obtaining scaled data.

ABBREVIATIONS:

<p>AL=Alluvial</p> <p>W=Wood Fence</p> <p>R=Radius</p> <p>FR=Found Ruber</p> <p>W/C=Water Conditioner</p> <p>CB=Catch Basin</p>	<p>U.E.=Utility Easement</p> <p>CONC.=Concrete</p> <p>ASPH.=Asphalt</p> <p>CR=Center Line</p> <p>L=Length</p> <p>Ch=Chord</p>	<p>P=Property Line</p> <p>BC=Block Corner</p> <p>R/R=Right-of-Way</p> <p>UUT=Underfoot Utility Line</p> <p>U=Underfoot Utility</p> <p>CB=Concrete Block Stairs</p> <p>O/N=On-Overhang</p>	<p>BB=Barbed Wire</p> <p>U=Underfoot Utility</p> <p>FD/N=Found Drill Hole</p> <p>W/M=Water Meter</p> <p>TLP=Found Iron Pipe</p> <p>U=Underfoot Utility</p> <p>CA=Control Angle</p>	<p>CONC.=Concrete</p> <p>P=Point of Curvature</p> <p>P.T.=Point of Tangency</p> <p>P.C.P.=Permanent Control Point</p> <p>P.L.S.=Professional Land Surveyor</p> <p>R=Radius</p> <p>CLF=Chain Link Fence</p>	<p>P=Plastic</p> <p>PL=Plastic</p> <p>H.T.S.=Not to Scale</p> <p>U=Underfoot Utility</p> <p>L=Land Survey</p> <p>T=To</p> <p>SW=Sw</p>	<p>P.O.B.=Point of Beginning</p> <p>P.O.C.=Point of Commencement</p> <p>P.O.C.=Point of Commencement</p> <p>P.O.C.=Point of Commencement</p> <p>P.O.C.=Point of Commencement</p> <p>P.O.C.=Point of Commencement</p>
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NOTES:

"This Survey Declaration is made on the Field Date indicated, to the Owner(s) listed. It is not transferable to additional institutions or subsequent Owners."

The intended use of this survey is for Mortgage purposes only, any other use is not valid without the written consent of the signing Professional Surveyor and Mapper.

PROPERTY ADDRESS: 901 N.W. 179TH AVENUE, PEMBROKE PINES, FLORIDA

LODEST FLOOR ELEVATION: N/A

LODEST FLOOR ELEVATION: N/A

LODEST FLOOR ELEVATION: N/A

DATE OF FIRM: 08/18/2014

RECORD BOOK: N/A

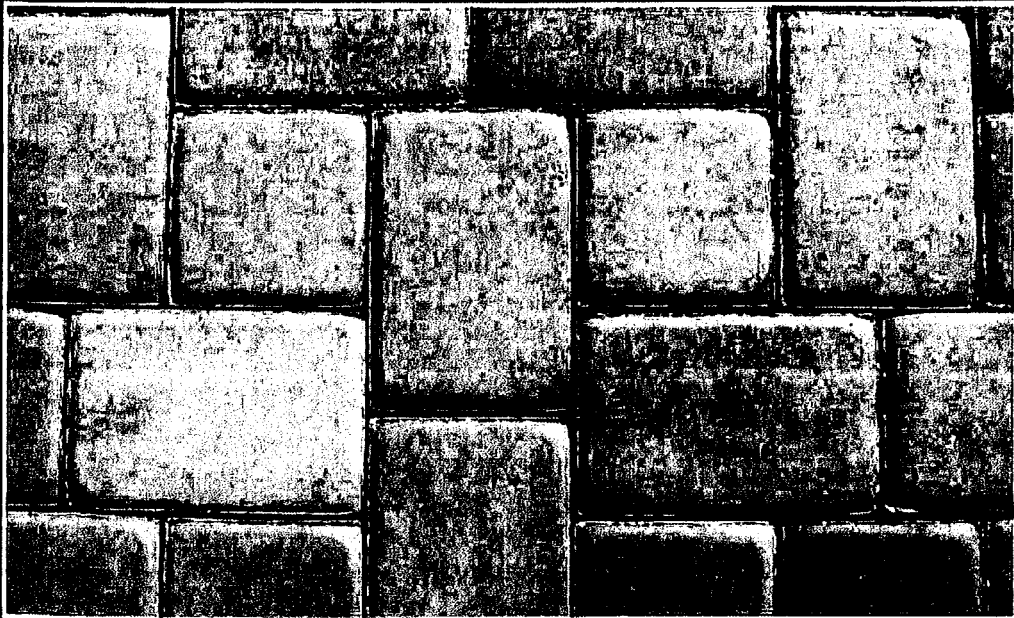
RECORD PAGE: N/A

RECORD: BROWARD

NOT VALID UNLESS IT BEARS THE SIGNATURE AND SEAL OF THE SURVEYOR AND MAPPER. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE STANDARDS OF THE FLORIDA BOARD OF PROFESSIONAL SURVEYING AND MAPPING. FIELD DATE: 12/28/16. CERTIFIED: GUILLERMO A. GUERRERO. PROFESSIONAL SURVEYOR & MAPPER. NO. 6853. SCALE: 1"=20'. JOB NO. 06-1812-570.

SKETCH OF SURVEY

LOCATION SKETCH (N.T.S.)



Pelican Bay



Paver Man
23259 Country Club Dr W
Boca Raton, FL 33428
(954) 778-4482
pavermaninfo@gmail.com

BILL TO

Janet Martinez
901 NW 179th Ave
Pembroke Pines, FL 33029, USA

Invoice 0102180849

DATE 05/18/2019

DUE DATE 06/17/2019

ACTIVITY	QTY	RATE	AMOUNT
Driveway Extension Remove and dispose sod for driveway extension. Relocate sprinkler heads as needed. Supply and install lime rock as per FBC. Supply and instal standard concrete pavers for driveway Price includes permit fees and approximately 1" of compacted sand base, a re-enforced concrete edge restraints and fine mason sand with cement into paver joints.	1	8,900.00	8,900.00

Please note:
Sealer included (\$600)

ACTIVITY	QTY	RATE	AMOUNT
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CONTRACT TERMS & CONDITIONS P1

1 0.00 0.00

Paver Man Florida, Inc., hereby referred to as "Paver Man," agrees to furnish all equipment, materials, services, labor and supervision to perform the scope of work referenced in the proposal/estimate for installation of interlocking brick pavers in a good and workmanlike manner upon property located at :

hereby referred to as "Project," owned by

_____, hereby referred to as "Client", upon the following terms and conditions:

1. The Scope of Work for the Project is as detailed in the signed and agreed proposal/estimate, the terms, prices, and conditions of which are hereby specifically incorporated by reference and made part of this agreement.

2. All material is guaranteed to be as specified in the signed proposal. Unless specified, price does not include design, restoration or beautification of underlying structures. Any alteration or deviation from the agreed Scope of Work, requiring an increase or decrease in the Scope of Work and attendant contract amount, will be performed only upon written orders executed by an authorized party and will, if applicable, become an extra charge over and above the price set forth in the proposal. However, should Paver Man be directed to perform extra or changed work, payment for the reasonable value of said work shall not be refused on the grounds that a Change Order was not executed at the time the work was performed. All change orders for extra work will be invoiced separately and are due upon receipt unless otherwise noted.

3. Per agreement with manufacture, a 50% down payment may be required. Final payment is due upon completion. Please note: a 6% charge shall be added for all credit card fees. Invoices for work performed are due upon receipt, unless otherwise noted on the Invoice. Paver Man has the right to stop work and/or refuse further performance if any payments due are not timely made to Paver Man. Past due balances (meaning any payment not made within 10 days of the receipt of Invoice) shall accrue interest at the rate of 1.5% per month, and Client agrees to pay all costs of collection, including reasonable attorneys' fees.

4. While Paver Man approaches every job in a professional manner and strives for complete customer satisfaction, the final product cannot be guaranteed to be perfect. There are imperfections and variations in materials and existing conditions that do not allow for a 100% perfect job. Materials furnished may vary from samples, brochures, displays, or other projects due to availability of raw materials. The Client acknowledges this fact and shall only make reasonable requests of corrections to items that otherwise meet industry standard. Paver Man will in turn utilize its best effort to please the Client and fulfill such reasonable requests.

5. This contract is based upon all labor being performed during regular hours of work and normal work weeks. Paver Man is not required to increase manpower or work overtime shifts without an additive change order that includes all additional costs, including insurance and overhead, unless such is necessary to cure a breach by Paver Man. Client agrees to provide access to Paver Man and its installation crews to insure continued performance, including storage for material and equipment.

6. Payment in full of all amounts hereunder shall be a condition precedent to any warranty obligation of Paver Man, which shall be 3 years for labor and workmanship and 1 year for material, commencing on the date of completion of the agreed upon Scope of Work, unless otherwise agreed to in writing. Paver Man shall obtain all required permits, if any, at Client's additional expense, unless expressly agreed otherwise. Client shall pay for assessments, charges, expenses, costs and fees by public agencies, if applicable. If Client would like to expedite the permit through the city process, the Client is responsible for any

ACTIVITY	QTY	RATE	AMOUNT
CONTRACT TERMS & CONDITIONS P2	1	0.00	0.00
additional city fee and shall hold Paver Man harmless for timing of receiving the permit.			
<p>7. Paver Man will assume the role of protecting and/or moving furniture and small appliances during the project within the Project's walls or property line. Paver Man will make every effort to protect all finished surfaces as reasonably required and consistent with the industry standards. Notwithstanding, any surface or item that Paver Man cannot protect, such as interior walls, ceilings, floors, furnishings, and/or items affixed thereto, lawns, lighting, outside furniture, vehicles, landscaping, etc., and/or pool decks, driveways, and/or walkways not part of Paver Man's scope, shall be the responsibility of the Client to protect as deemed fit. Neither Paver Man nor its excavation crews shall be responsible for damage to lines for gas or electric, utilities, or telephone cables, whether underground or overhead. Rerouting or new installation of conduit, any other underground or overhead cabling is the responsibility of the Client. All areas that Paver Man must access for loading of materials, equipment, or trash, are the responsibility of the Client. Paver Man is likewise not responsible for paying any fees associated with homeowners' or condominium association.</p>			
<p>8. Paver Man shall proceed with the Work from the Date of Commencement through Substantial Completion as the progress of the project permits. Paver Man shall not be liable for failure of performance or damages arising from delays to the completion of the contract due to labor controversies, strikes, fires, weather, inability to obtain materials from usual sources, or any other circumstance beyond the control of Paver Man, including but not limited to Acts of public utilities or Associations, extra work or acts of Client including sending away of subcontractors, preventing entry, failure by Client to make progress payments in a timely manner, transportation difficulty, and/or improper endorsements on checks.</p>			
<p>9. Paver Man has the right to terminate for convenience any part of this Contract by providing Client with a written notice of termination, to be effective upon receipt by Client. Client shall owe to Paver Man all sums due Paver Man as provided for by this Contract to the effective date of such termination for convenience.</p>			
<p>10. This agreement supersedes all prior representations, negotiations or agreements, whether written or oral, and any representations, statements, or other communications not written in this agreement are non-binding and do not survive the execution of this contract.</p>			
<p>11. At Paver Man's sole election, all controversies arising out of this Project and this Agreement, other than an action solely for collection of sums due, shall be resolved through mandatory, binding arbitration, which shall be in accordance with the Construction Industry rules of the American Arbitration Association existing at the time the request for arbitration is filed. The arbitrator shall have the authority to award reasonable attorneys fees. Paver Man, in its sole discretion, may elect litigation instead of and in lieu of arbitration. Venue for any litigation shall be Broward County, Florida. Notwithstanding the foregoing, nothing in this Agreement shall limit any rights under construction lien laws</p>			

ACTIVITY	QTY	RATE	AMOUNT
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CONTRACT TERMS & CONDITIONS P3

1 0.00 0.00

12. As required by §713.015, Fla.Stat., the following is added to the Contract: ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.

13. ANY CLAIMS FOR DEFECTS ARISING OUT OF THE WORK PERFORMED BY PAVER MAN ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES

Acknowledged By: _____

Client

{00200307.DOCX; 1 }

KS
W/h

TOTAL DUE	\$8,900.00
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PAVERS

17-PV-20966-X
MARCELINO, RICARDO N. - QUALIFYING
PAVER MAN FLORIDA INC
23259 COUNTRY CLUB DR W
BOCA RATON FL 33428
EXPIRES 08/31/2019

CERTIFICATE OF COMPETENCY
BR WARD

FLORIDA

RICARDO N MARCELINO



Pavers

PAVER MAN FLORIDA INC

CC# 17-PV-20966-X

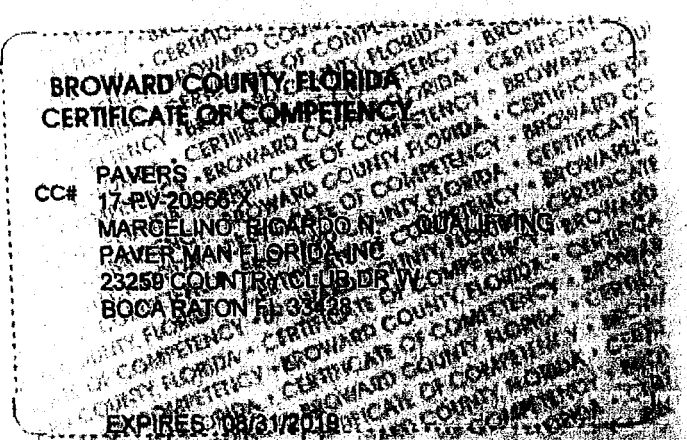
EXPIRES 08/31/2019



CERTIFICATE OF COMPETENCY
Detach and **SIGN** the reverse side of this
card **IMMEDIATELY** upon receipt! You
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

MARCELINO, RICARDO N.
23259 COUNTRY CLUB DR W
BOCA RATON FL 33428



SilverLakes Community Association, Inc.
C/O PINES PROPERTY MANAGEMENT, INC.
P.O. BOX 820100
SOUTH FLORIDA, FL 33082
(954)438-6570 FAX(954)438-3951

ARCHITECTURAL DENIAL NOTICE

August 09, 2019
ALEXANDER LOVINSKY
901 NW 179 AVENUE
PEMBROKE PINES, FL 33029

Account #: 080004

Re: Property: 901 NW 179 AVENUE

Dear Homeowner:

The SilverLakes Community Association, Inc. Modifications Committee met and has reviewed your request for the following modifications on your property:

The application was denied because of the following reason:

Cannot exceed walls of garage.
Style of driveway is not approved.

If you have any questions please feel free to call me.

Very Truly Yours;

SilverLakes Community Association, Inc. Modification Committee

cc: PPM File
SilverLakes Modifications Committee

SILVERLAKES ARCHITECTURAL MODIFICATION REQUEST

Name: Janet Martinez Application Date: 8/6/2019
Community: The Enclave Lot #: _____
Address: 901 NW 179th AVE Home Phone: _____
Cell Phone: 786-371-3487

Description of work, attached additional sheet if necessary.

Expand existing driveway 1' to the left, 2' to the right and 1' extra for the front door walkway coordinated with the exterior wall color of the house. Attached see driveway style pictures (concrete slab with artificial turf)

All information must be submitted before the committee will review the request. Documents required for reviewing your Architectural Modification form:
A copy of your lot survey with the location of the proposed modifications "drawn to scale" indicating all setbacks from the property lines in a clear and legible manner.
▪ A copy of your proposal, including specifications from the contractor scheduled to do the work.
▪ If you are doing the work yourself, include a sketch or drawing of the modification.

Prior to submitting the request, please review the architectural standards and guidelines to insure that your request meets all requirements.

RESPONSES TO ALL REQUESTS WILL BE SENT BY MAIL WITHIN 45 DAYS FROM DATE OF SUBMITTAL

Forward this form and all supporting documents to: Pines Property Management, Inc. P.O. Box 820100 South Florida, FL 33082-0100

HOMEOWNER AFFIDAVIT

I have read & understand the Covenants and Restrictions of the Silverlakes Homeowner's Association and agree to abide by them. I have received a copy of the Silverlakes Modification Guidelines and have read and understand the requirements for the modification (s) I am applying for. I understand that approval is based on the Association's modification guidelines, and will comply with the guidelines regardless of the marked modifications on the attached survey. ****Homeowner's initials JM

I understand, and, in return for approval, I agree to be responsible for the following:

- An approval is only valid for ninety (90) days unless otherwise specified.
- For all losses caused to others, including common areas, as a result of this undertaking, whether caused by me or others;
- You must obtain any permits required from the City, County, governmental agencies, etc.
- You must remove all debris (concrete, fill, etc.) from around your home and re-sod any areas that are destroyed.
- You are responsible for any damage that may be caused to the sidewalk or roadway from heavy equipment.
- You may not alter the drainage of your property or your neighbor's property.
- The final inspection and approval of the association board after construction is completed.
- For any encroachment(s);
- To comply with conditions of acceptance (if any); and
- To complete the project according to Association's guidelines. If the modification is not completed as approved, said approval can be revoked and the modification shall be removed by the owner at the owner's expense.
- No changes may be made in plans after approval without the prior written consent of the Association.
- **WORK MAY NOT BE STARTED UNTIL APPROVAL LETTER IS RECEIVED.**
- **WORK IS NOT ASSUMED COMPLETED UNTIL INSPECTED BY PROPERTY MANAGEMENT AND SIGNED FINAL CITY PERMITS ARE RECEIVED.**

ROOF COLOR

I also understand that the Architectural review committee does not review and assumes no responsibility for the structural adequacy, capacity or safety features of the proposed construction, alteration or addition; for soil corrosion of un-compactable or unstable soil conditions; for mechanical, electrical or any other technical design requirements for the proposed construction, alteration or addition; or for performance, workmanship or quality of work of any contractor or of the completed alteration or description.

I agree to abide by the decision of the Modifications Committee or Board of Directors. If the modification is not approved or does not comply, I may be subject to court action by the Association. In such event, I shall be responsible for all reasonable attorney's fees.

The undersigned owner affirms that he/she has read and fully understands the Modification Guidelines and governing documents for the Silverlakes Community Association, and agree to conduct all modification in compliance with said guidelines. ***Homeowner Initials JM

**Signature of Owner: [Signature]

Date: 8/6/2019

ASSOCIATION USE ONLY

Homeowner's Association Recommendations

☐

Approval

☐

Denial

Date: _____

Silverlakes Modifications Committee

☐

Approval

☐

Denial

Date: _____

Conditions: _____

NOTES:

a) The flood information shown hereon does not imply that the referenced property will or will not be free from flooding or damage and does not create liability in the part of the firm, any office or employee thereof, for any damage that results from reliance on said information.

b) The survey shows platted easements and right-of-ways. There may exist additional restrictions and/or encumbrances which affect this property.

c) Elevation shown hereon are with reference to the National Geodetic Vertical Datum (NGVD) unless otherwise noted. Underlaid features, if any, not identified nor located as they may be hydrological features.

d) All distances and/or measurements shown hereon are of the apparent nature, fence legal ownership not determined.

e) The issue of this survey is only for the exclusive and specific use of those persons, parties or institutions in the Certification.

f) No restrictions and title search not reflected in this survey.

g) Underlaid utilities and easements, if any, not located.

h) Lands depicted hereon were surveyed per legal description provided by client and no claim as to ownership or matters of title are made or implied.

i) All roads shown hereon are public unless otherwise noted.

j) No identification cap found on property corners unless otherwise noted.

k) Distance along boundary are recorded and measured unless otherwise noted.

l) The graphic portions of this document are intended to be displayed at the graphic scale or depicted. Said scale may be altered in reproductions and such should be considered when making scaled data.

ABBREVIATIONS:

U.E.=Utility Easement	R.=Property Line	BM.=Bench Mark	Comm.=Community	P.=Plat	P.O.B.=Point of Beginning	F.H.=Fire Hydrant	P.O.C.=Point of Commencement
N.H.=Non Hole	B.C.=Block Corner	Ch.=Chattahoochee	P.C.=Point of Curvature	P.P.=Plat	M.=Measured	M.=Measured	P.C.C.=Point of Compound Curvature
W.F.=Wood Fence	R.N.=Right-of-Way	F.D.H.=Found Drill Hole	P.I.=Point of Intersection	P.S.=Plat to Scale	N.S.=Not to Scale	N.S.=Not to Scale	S.V.C.=Surveyor's Lien/Encumbrance
R.=Radius	C.O.L.=Center Line	W.M.=Water Meter	P.C.P.=Permanent Control Point	L.S.=Land Surveyor	L.S.=Land Surveyor	L.S.=Land Surveyor	P.R.M.=Permanent Reference Monument
F.F.=Found Filler	A.=Arc Length	F.I.P.=Found Iron Pipe	P.L.S.=Professional Land Surveyor	R.=Range	R.=Range	R.=Range	P.R.C.=Point of Reverse Curvature
A.C.=Air Conditioner	C.=Chord	C.B.=Catch Basin	R.=Residence	R.=Range	R.=Range	R.=Range	F.P.L.=Florida Power & Light
			C.L.=Chain Link Fence	R.=Range	R.=Range	R.=Range	D.E.=Drainage Easement

NOTES:

"This Survey Declaration is made on the Field Date indicated, to the Owner(s) listed. It is not transferable to additional institutions or subsequent Owners."

The intended use of this survey is for Mortgage purposes only, any other use is not valid without the write consent of the signing Professional Surveyor and Mapper.

PROPERTY ADDRESS: 901 N.W. 179TH AVENUE, PEMBROKE PINES, FLORIDA

LOT/FLOOR ELEVATION: N/A

ROAD ZONE: X

DATE OF PLOT: 08/18/2014

BOUNDARY: N/A

COUNTY: BROWARD

NOTES:

NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL FLORIDA LICENSED SURVEYOR AND MAPPER.

I hereby certify that this Survey meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mapmakers in Chapter 127.007 Florida Statutes.

Field Date: 12/26/16

Professional Surveyor & Mapper No. 6453

GUILLERMO A. GUERRERO

Professional Surveyor & Mapper No. 6453

682 East 21st Street/Hialeah, FL 33013

(786) 468-0090 Office

(305) 408-6276 Fax

(305) 333-3328 Cell

quickcaddservice@qchd.com

LEGAL DESCRIPTION:

LOT G 3, "SILVER LAKES AT PEMBROKE PINES" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

CERTIFIED TO:

JANET MARTINEZ AND ALEXANDER LOWINSKY

THEIR INTERESTS MAY APPEAR

PAVING DRIVEWAY IS INTO A 12 FEET UTILITY & SIDEWALK EASEMENT (ONLY PROP. LINE)

CHAIN LINK FENCE IS ENCROACHING INTO THE LAKE RIGHT-OF-WAY (ELY & WLY PROP. LINES)

LOCATION SKETCH (NTS)

