

JAXGIS Property Information



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RE #	Name	Address	Transaction Price	Acres	Book-Page	Map Panel	Legal Descriptions	Flood Zone	Land Use Zoning	JEDC Zone	Evacuation Zone	CPAC	Noise Zone	APZ/HH Zone	Civ Zone	MI/HH Zone	
170308 0000	FARWEATHER MARYANN C	1497 BEACH AVE ATLANTIC BEACH 32233	100	0.026	123340027	9416	6-1 16-2S-29E ATLANTIC BEACH W 48FT LOT 12	Not in Flood Zone		Not in Enterprise Zone	CAT 1	N/A / Planning Dist: *	NA	NA	NA	NA	Maypc Horizc Surfacc Elev (300')

Sec. 24-85. Nonconforming Lots, Uses and Structures

- (a) Intent. Within the established Zoning Districts, there exist Lots, Structures and Uses of Land that were lawful prior to the adoption of these Land Development Regulations. Such Lots, Uses and Structures would be prohibited, restricted or regulated through the provisions of this Chapter or the adopted Comprehensive Plan. It is the intent of this Section to recognize the legal rights entitled to property owners of existing Nonconforming Lots, Uses and Structures, and to permit such non-conformities to continue in accordance with such rights, but not to otherwise encourage their continued survival. Furthermore, the presence of any nonconforming characteristic shall not be considered as justification for the granting of Variances, and any Nonconforming Structure or Use, which is made conforming shall not be permitted to revert to any Nonconforming Structure or Use.
- (b) Nonconforming Lots of Record.
- (1) Where a Lot or parcel of Land has a Lot Area or frontage that does not conform with the requirements of the Zoning District in which it is located, but was a legally established and documented Lot of Record prior to the adoption of this Code or previous Codes and applicable City of Atlantic Beach ordinances, such Lot or parcel of Land may be used for one Single-family Dwelling in any residential Zoning District, provided the minimum Yard requirements for that residential Zoning District are maintained, or provided that the owner of said Lot has obtained a Variance from the Community Development Board, in accordance with the requirements of Section 24-64 of this Chapter.
 - (2) In any residential Zoning District, on a legally established and documented Nonconforming Lot of Record that existed prior to the initial effective date of these Land Development Regulations, a Structure may be expanded or enlarged provided such expansion or enlargement complies with other provisions of this Chapter, including Yard Requirements or with the terms of a valid Variance.
 - (3) After the initial effective date of these Land Development Regulations, no Single-family, Townhouse, Two-family (Duplex) or Multi-family Structure shall be allowed on a Single-family Residential Lot or a combination of such Lots unless the total Lot Area proposed for Development complies with the regulations as set forth within this Chapter and with the Density limitations as set forth within the Comprehensive Plan, unless otherwise exempted in preceding paragraph (1) or in accordance with a valid unexpired vesting determination.
 - (4) After the initial effective date of these Land Development Regulations, no Lot or parcel in any Zoning District shall be divided to create a Lot with area or width below the requirements of this Chapter and the Comprehensive Plan.

(c) Nonconforming Structures.

- (1) No Nonconforming Structure shall be expanded or enlarged unless such expansion or enlargement complies with other provisions of this Chapter, including Yard Requirements, or unless a Variance has been obtained from the Community Development Board, in accordance with the requirements of Section 24-64 of this Chapter.
- (2) In the event that more than fifty (50) percent of the value of a Nonconforming Structure is destroyed or damaged by any means, the Structure shall not be reconstructed except in compliance with the provisions of this Chapter, or alternatively, in compliance with the terms of a Variance granted by the Community Development Board in accordance with the requirements of Section 24-64 of this Chapter. In determining the value of a Nonconforming Structure, either the Assessed Value or the Appraised Value may be considered, subject to approval of the Building Official.
- (3) Any Nonconforming Structure, or portion thereof, that is declared unsafe may be restored to a safe condition. Building Permits shall be required.
- (4) A Nonconforming Structure may be maintained, and repairs and alterations may be made, except that no Structural Alterations shall be made except those as required by law. Repairs, such as plumbing or changing of partitions or other non-structural Alterations, are permitted. Building Permits shall be required.
- (5) No additional Structure not conforming to the requirements of this Chapter shall be constructed in connection with the Nonconforming Use of Land.
- (6) Any existing Nonconforming Structure that is encroaching into public Right-of-way shall not be rebuilt, enlarged, or structurally altered unless such encroachment is removed.

(d) Nonconforming Uses.

- (1) Continuation of Nonconforming Uses. Uses of Land which were lawfully created at the time such Uses were established, but which would not be permitted by the restrictions imposed by these Land Development Regulations or by restrictions imposed by the Comprehensive Plan, may be continued so long as they remain otherwise lawful and in compliance with the provisions of this Section.
- (2) Relocation or expansion of Nonconforming Uses. A Nonconforming Use shall not be moved in whole or in part to any other portion of the Lot or parcel on which such Nonconforming Use is located, nor shall a Nonconforming Use be expanded or enlarged.
- (3) Discontinuance of Nonconforming Uses. In the event that a Nonconforming Use of Land is discontinued or abandoned for a period of six (6) months or longer, any subsequent Use of such Land shall conform to the applicable Zoning District regulations as set forth within this Chapter as well as applicable provisions of the Comprehensive Plan.
- (4) In the event that more than fifty (50) percent of the value of a Nonconforming Structure, which is occupied by a Nonconforming Use, is destroyed, the Structure shall not be reoccupied by any Nonconforming Use and shall be reconstructed only in compliance with the provisions of this Chapter. In determining the value of a Nonconforming Structure, either the Assessed Value or the Appraised Value may be considered, subject to approval of the Building Official.


- (d) **Special Treatment of Lawfully Existing Single-family and Two-family Dwellings, which would otherwise be made Nonconforming by enactment of Section 24-172, establishing these Residential Development Standards.** Any lawfully existing Single-family or Two-family Dwelling, which has been constructed pursuant to properly issued Building Permits prior to the effective date of these Residential Development Standards, adopted on September 11, 2006 by Ordinance Number 90-06-195, shall be deemed a Vested Development, and any such Single-family or Two-family Dwelling shall be considered a lawful permitted Structure within the Lot or parcel containing the Vested Development, and shall not be considered as a Nonconforming Structure with respect to the regulations contained within this Section.

It is further the intent of this Section to clarify when these Residential Development Standards shall apply in the case of reconstruction or redevelopment following:

- (1) a natural act such as a hurricane, wind, flood or fire; or
- (2) redevelopment initiated by a property owner or authorized agent for a property owner.

The following provisions shall be limited only to those characteristics, which would otherwise be made nonconforming from the requirements of this Section, which provides Residential Development Standards. The provisions of Section 24-85 shall otherwise apply to Nonconforming Lots, Uses and Structures.

- i. **Structures damaged or destroyed by natural acts or by any means not resulting from the actions of the property owner.** Any lawfully existing Single-family or Two-family Dwelling, which has been constructed pursuant to properly issued Building Permits prior to the effective date of these Residential Development Standards, adopted on September 11, 2006 by Ordinance Number 90-06-195, shall be deemed a Vested Development, and any Single-family or Two-family Dwelling shall be considered a lawful permitted Structure within the Lot or parcel containing the Vested Development. Furthermore, an existing Single-family or Two-family Dwelling for that particular Structure, shall not be considered as a Nonconforming Structure such that it may be fully replaceable in its existing footprint and of the same size and architectural design, subject to all applicable building codes and other Land Development Regulations controlling Development and redevelopment of such Lots or parcels. Any construction that exceeds the existing footprint shall be in compliance with all applicable provisions of this Chapter including minimum Yard Requirements.

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- ii. **Structures damaged, destroyed or demolished or expanded, by any means resulting from the actions of the property owner or authorized agent for a property owner. Single-family or Two-family Dwellings, which are rebuilt or renovated, or expanded by more than twenty-five percent (25%) in Floor Area, shall be subject to applicable provisions of these Residential Development Standards for that portion of the Structure that is rebuilt, renovated or expanded.**

SELLER'S PROPERTY DISCLOSURE STATEMENT

THIS DISCLOSURE is being made by: Mary Ann Fairweather (Seller)
Printed Name

for property at: 1497 Beach Avenue Atlantic Beach FL 32233
Address City ST Zip

IN ACCORDANCE WITH OUR PLEDGE to serve our customers honestly and fairly, Keller Williams Realty® Atlantic Partners has prepared this disclosure to inform prospective Buyers of the following items:

NOTICE TO SELLER: In the State of Florida, each Seller is obligated to disclose to prospective Buyers all facts known to Seller that materially and adversely affect the value of the property being sold that are not readily observable by the Buyer. This disclosure statement is designed to assist you in complying with State of Florida regulations and to assist the Buyer in evaluating the property. The Listing Broker and Cooperating Broker (if any) will also rely on this information when they evaluate, market and present your property to prospective Buyers.

If this property is unimproved (vacant land/lot)-complete 15 through 19 only.

When explanations are needed give as much detail as possible; date, location, name of repair company, etc.
Please fill in as accurately as possible.

NOTICE TO BUYER: This disclosure is intended to represent Seller's knowledge of conditions concerning the property as of the date signed. It is not a substitute for a Professional Home Inspection or any other inspection Buyer wishes to obtain. This disclosure is not a warranty of any kind by Seller or a warranty or representation by the Keller Williams Jacksonville Realty or their sales associates.

OCCUPANCY

Seller currently occupies the property? Yes No
Is the property tenant occupied? Yes No
Beginning date of lease period _____
Are lease payments current? Yes No

When did Seller vacate the property? NEVER LIVED IN
Is the lease month-to-month? Yes No
End date of lease period _____
Months in arrears _____

STRUCTURAL ITEMS

Name of Builder who built your home, if known unknown

Are you aware of any movement, shifting, structural damage, or other problems with walls or foundations? Yes No
Are you aware of any water leakage or water intrusion on the property? Yes No
Are you aware of problems with driveways, sidewalks, patios or retaining walls settling? Yes No
Have there ever been repairs or efforts to control the cause or effect of any problem described above? Yes No
Does the home have a fireplace? Yes No
Has there ever been a fire in the house? Yes No
Have there been any problems with it? Yes No

ADDITIONS or REMODELING

Have you made any additions, structural changes, or alterations to the property? Yes No
If Yes, explain: _____

Did you obtain all necessary permits? Yes No
To your knowledge, did previous owner make any changes mentioned above? Yes No
Did work comply with building codes? Yes No

ROOF

Year roof was installed if you know? _____
Do you know of any problems with roof? Yes No
Contractor who repaired or replaced roof unknown
Are you aware of any roof leaks? Yes No
Do you know of any gutter problems? Yes No

SIDING

Exterior siding material (s): Brick Wood Vinyl Stucco Synthetic Stucco Concrete siding Other
Are you aware of any problems with siding material? Yes No
Name of Manufacturer if known _____

Seller further discloses that to their knowledge:
No previous claims have been filed against a siding manufacturer? Yes No
A claim was filed and pending against siding manufacturer? Yes No
Previous claims have been filed and settled with siding manufacturer? Yes No

WINDOWS

Are windows thermo-pane (insulating)? Yes No
If Yes, how many? _____
Are any windows fogged? Yes No
Are any windows cracked/broken? Yes No
Do all windows open, stay open, close and lock properly? Yes No

Are any screens missing or damaged? Yes No If Yes, how many? _____

HEAT and AIR CONDITIONING

Air conditioning: Central Yes No Type: _____ Electric Natural gas Window units
Heat: Central Yes No Type: _____ Electric Natural gas Other _____

Are you aware of any problems regarding central air/heating units? Yes No
If Yes, explain: _____

ELECTRICAL SYSTEM

Electric service by: Jacksonville Electric Authority Clay County Electric Coop Other _____
Are you aware of any problems with electrical system? Yes No

Number of people living in home? 0 Average monthly electric bill \$ 40-70

PLUMBING SYSTEM

Are you aware of any problems with the plumbing system? NO Yes No

Any leaks? Yes No Any low pressure problems? Yes No
Water supply provider: City Atlantic Beach Private well Shared well Public supply Other _____

If private well, any repairs to the _____ well head, pump, well casing filtration system Type: _____
Has well water ever been tested? Yes No Test results: _____

Do you have a water softener? Yes No Is the softner system _____ Leased Owned
Sewage system: Public Yes No Septic system _____ Yes No

Number of septic tanks 0 Are locations on survey? Yes No
Any Septic system overflow? 0 Yes No Drain field problems? _____ Yes No

Date septic tank (s) last pumped? _____ Cleaning company: _____
Water heater Electric Natural Gas Propane Solar Size in gallons _____ Age _____

Energy efficient timer Yes No If gas-who is supplier _____
Water supply for water heater-Public Yes No Private well _____ Yes No

ITEMS THAT CONVEY WITH SALE

Refrigerator Yes No Washer & Dryer _____ Yes No
Microwave oven _____ Yes No Dishwasher _____ Yes No

Trash compacter _____ Yes No Intercom system _____ Yes No
Lawn sprinkler system _____ Yes No Garage door opener _____ Yes No

Transmitter (s) _____ (1) (2) Number of ceiling fans (1) (2) (3) (4) (5) (6)
Smoke detectors _____ Yes No Number of smoke detectors _____ (1) (2) (3) (4)

Fuel oil tank (s) _____ Yes No Number of tanks _____ Buried _____ Yes No
Propane tank _____ Yes No Buried _____ Yes No Leased _____ Yes No

Leasing company: _____ Phone: _____
Security system _____ Yes No Leased _____ Yes No Monthly Cost \$ _____
Security system service provider _____ Phone _____

Do any of these items have defects? Yes No If YES explain: _____

POOL/SPA/HOT TUB

Pool type: N/A In Ground Yes No Gunnite Yes No Fiberglass Yes No Vinyl liner Yes No
Pool heater: None Yes No Electric Yes No Gas Yes No Solar Yes No

Pool pump: _____ Year installed _____ Filter type: _____ Year installed: _____

List pool equipment that conveys: _____
Are there any problems with any items? Yes No If YES Explain: _____

CRAWL SPACE

Has there been any accumulation of water in the crawl space? UNKNOWN Yes No
Have there been any repairs or other attempts to control any water or dampness in the crawl space? Yes No

If Yes, explain: _____

WOOD DESTROYING ORGANISMS

Have wood destroying organisms or wood rot affected the property during your ownership? unknown Yes No

Do you have any Wood Destroying Organism reports on the property? _____ Yes No

If YES explain: _____

Is the property under bond for wood destroying insects from a licensed pest control company? _____ Yes No

Type of bond: _____ Repair Yes No Treatment _____ Yes No

Is the bond transferable? _____ Yes No Is there a transfer fee? _____ Yes No

Does bond renewal cost escalate? _____ Yes No

SOIL/DRAINAGE/BOUNDARIES

Is there any fill on the property? _____ Yes No Any settlement of earth on the property? _____ Yes No

Is the property in a flood zone? _____ Yes No Does your lender require flood insurance? _____ Yes No

Have there been drainage problems? _____ Yes No Have there been any flooding problems? _____ Yes No

Are there any encroachments, encroachments, boundry disputes or easements affecting the property? _____ Yes No

If YES explain: _____

TOXIC SUBSTANCES

Are you aware of any hazardous materials in, on, or about the property? _____ Yes No

(Hazardous materials may include but shall not be limited to: lead-based paint, asbestos materials & siding, buried fuel tanks)

NEIGHBORHOOD

Are you aware of any change in your neighborhood that could affect value or desirability of the property? _____ Yes No

HOMEOWNER'S ASSOCIATION

Is the property part of a Homeowner's Association? _____ Yes No

Is the property part of a Condominium Association? _____ Yes No

Is the property subject to covenants, conditions, restrictions of the association? _____ Yes No

What is the annual association fee? \$ _____ How is it paid? Monthly Quarterly Annually

Are fees current? _____ Yes No Are there any legal actions against the association? _____ Yes No

Does the property have any violations of the restricitave covenants? _____ Yes No

Are there any future assessments that you are aware of? _____ Yes No

If YES explain: _____

Can the covenants and restrictions be changed without a majority vote of the homeowners? _____ Yes No

OWNERSHIP

Does anyone have a first right of refusal to buy your property? _____ Yes No

Are there any legal actions against the property? _____ Yes No

Are you aware of any violations of local, state, or federal laws or regulations relating to this property? _____ Yes No

THE UNDERSIGNED Seller(s) represents that the information set forth in the foregoing Property Disclosure statement is accurate and complete to the best of my/our knowledge. This disclosure is not intended to be a warranty or guaranty of any kind. Seller (s) authorize Listing Broker to provide this information to any and all prospective Buyers and cooperating Brokers (if any) and their sales associates.

Mary Ann Saurubathu 3-20-09
Seller Signature Date Seller Signature Date

THE UNDERSIGNED Buyer(s) acknowledge receipt of a copy of this Property Disclosure and attest to the fact they have been in and upon the above Property. Buyer is strongly advised to acquire a Professional Property Inspection as suggested in the Purchase and Sale Agreement and Deposit Receipt. The Listing Broker and cooperating Broker (if any) and their respective sales associates do not warrant or guarantee of any kind for Seller. Buyer acknowledges that no representations were made by the Listing Broker and cooperating Broker (if any) as to the condition of the property or any of the operating systems that would influence the Buyer's decision to purchase the above property.

Buyer Signature Date Buyer Signature Date