

**JUPITER INLET COLONY
BUILDING AND ZONING COMMITTEE MEETING
09.17.20**

**NOTICE OF PUBLIC MEETING
VIA TELECONFERENCE ONLY**

Date & Time: Thursday, September 17, 2020 at 05:00 PM Eastern Time

Join by Zoom at:

<https://us02web.zoom.us/j/5856288134?pwd=aCtGdUpxRHZ2YlJLS3kra3BjMVJSZz09>

OR dial-in by location:

+1 301 715 8592

+1 253 215 8782

+1 312 626 6799

+1 346 248 7799

+1 929 205 6099

+1 669 900 6833

Meeting ID: 585 628 8134

Passcode: 3787

AGENDA

1. Call to Order.
2. Roll Call: Earl Fischer (Chair), Russell Bourne (Vice Chair), Lisa Hines, Butch Harper, Thom Faiola, William Gilbane (alternate). Building and Zoning Administrator: Bill Whiteford
3. Motion to approve prior minutes.
4. Public Comments - items not on the agenda (3 minutes).
5. #45 Ocean Drive - request for variance from Zoning Code Sec. 10.1.(E) *Lot coverage by buildings and maximum floor area regulations for two-story residence*. 50.28% of the total lot area requested (50% maximum allowed). Request is to allow the addition of an elevator to the residence under construction.
6. #244 Ocean Drive - new fence, landscaping, and driveway gate (Beach Club).
7. Discussion Items
 - a. Protection of water views – continued from last month
 - b. Workshop schedule
8. Any Other Matters.
9. Motion to Adjourn.

STATE MANDATED STATEMENT

If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he/she will need a record of the proceedings, and that, for such purpose, he/she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Any person requiring a special accommodation at this meeting because of a disability or physical impairment should contact the Town Administrative Office at 50 Colony Road, Jupiter Inlet Colony, FL 33469, or by telephone at 561-746-3787, prior to the meeting.



TOWN OF JUPITER INLET COLONY
A MUNICIPAL CORPORATION

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TOPIC: The Building & Zoning Committee of the Town of Jupiter Inlet Colony will conduct a public meeting on Thursday, September 17, 2020 at 5:00 P.M. to provide an advisory recommendation to the Town Commission regarding the following:

LOCATION: 45 Ocean Drive

REQUEST: Request for variance from Zoning Code Sec. 10.1.(E) *Lot coverage by buildings and maximum floor area regulations for two-story residence*. 50.28% of the total lot area requested (50% maximum allowed). Request is to allow the addition of an elevator to the residence under construction (40 sf). Plans are available for review in Town Hall.

All interested parties are encouraged to participate in the meeting and be heard concerning this matter. A copy of the proposed plans may be inspected before the meeting by contacting the Town Administrative Office at (561) 746-3787.

If a person decides to appeal the decision of Building and Zoning Committee with respect to any matter considered at the public hearing or meeting herein referred, he or she may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. The Town of Jupiter Inlet Colony does not prepare or provide such a record. The above item may be postponed or withdrawn without prior notice. Pursuant to the provision of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, because of a disability or physical impairment, should contact the Town Administration Officer, 561-746-3787, at least three (3) calendar days prior to the Hearing.

**JUPITER INLET COLONY
REQUEST FOR VARIANCE**

APPLICANT/ OWNER OF PROPERTY: Dr. David P. and Stefania Digiallorenzo

SUBJECT PROPERTY: 45 Ocean Drive, Jupiter Inlet Colony, FL (Lot 45, Jupiter Inlet Beach Colony, as shown on Plat Book 3817, page 969); PCN: 32-43-40-31-01-000-0450

VARIANCE REQUESTED FROM:

- A. Zoning Code Sec. 10.1.(E)(2): The total floor area for the combined first floor and second floor of a two-story residence shall not exceed fifty (50) percent of the total lot area.

Request: The request is to allow a 0.28% increase in the lot coverage by buildings, which would increase the home under construction by 40 square feet. The purpose of the request is to allow the addition of an elevator to the residence for medical reasons.

TABULAR DATA			
	Code Requirement	Proposed	Request
Building Lot Coverage	50%	50.28%	+0.28%

Background: The applicant is requesting a variance from the zoning code to allow a minor increase in building square footage to accommodate an elevator for medical reasons. The elevator will be incorporated into an alcove in the front façade of the structure, which is currently under construction, and seamlessly integrated in the architectural design of the residence.

Pursuant to Sec. 10.1.(E)(2) of the zoning code, the total floor area allowed for a two-story residence is fifty (50) percent of the lot area. The subject property has a lot area of 8,400 square feet, which allows a 4,200 square foot residence. The elevator will increase the total floor area to 4,240 square feet, or 50.28% of the lot area. The justification for the variance provided by the applicant is attached.

Criteria: Appendix A - Zoning Code, Article I. General Provisions, Section 5, of the Code of Ordinances of the Town of Jupiter Inlet Colony: Section 5. Variances; Criteria for Consideration.

- (A) In order to authorize any variance from the terms of this zoning ordinance, the town commission must find all of the following:
- (1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
 - (2) That the special conditions and circumstances do not result from the actions of the applicant.

- (3) That granting the variance requested would not confer on the applicant any special privilege that is denied by this ordinance [Appendix A, Zoning Code] to other lands, buildings, or structures in the same zoning district.
- (4) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- (6) That the grant of the variance will be in harmony with the general intent and purposes of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

ADVISORY RECOMMENDATION

When considering an application for a variance, the Building and Zoning Committee must provide the Town Commission an advisory recommendation based on the six criteria in Sec. 5. Variances; Criteria for Consideration, of the zoning code. In granting a variance:

- (1) The Building and Zoning Committee may recommend appropriate conditions and safeguards in conformity with this ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the variance is granted, shall be deemed a violation of the ordinance.
- (2) The Building and Zoning Committee may recommend a reasonable time limit within which the action for which the variance is required shall be begun or completed, or both.
- (3) Under no circumstances shall the Building and Zoning Committee recommend a variance to permit a use not generally permitted in the zoning district involved or any use expressly or by implication prohibited by the terms of this ordinance in the zoning district. No nonconforming use of neighboring lands, structures or buildings in the same zoning district and no permitted use of lands, structures or buildings in another zoning district shall be considered grounds for the authorization of a variance (*adapted from Art.1, Sec. 5 (B)*).

ANALYSIS

In order to authorize any variance from the terms of the zoning code, the Town Commission must find all of the following, that:

- 1. Special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.**

YES: The subject property is one of the smallest lots in town (8,400 sf) and the construction of a modest (4,200 sf) two-story residence maximized the available total floor area allowed on the site. The request to add the minimum floor area necessary to accommodate an elevator for compassionate reasons is *de minimus*. In addition, the elevator will be incorporated seamlessly into the architectural design of the residence and will have no impact on surrounding properties.

2. The special conditions and circumstances do not result from the actions of the applicant.

YES: The special conditions and circumstances that exist are not a result from actions taken by the applicant. For privacy reasons, the medical issue necessitating the elevator cannot be discussed; however, the nature of the illness is debilitating and outside the control of the residence.

3. Granting the variance requested would not confer on the applicant any special privilege that is denied by this ordinance [Appendix A, Zoning Code] to other lands, buildings, or structures in the same zoning district.

YES: Granting a variance will not confer on the applicant any special privilege denied by the zoning code to other lands, buildings, or structures in the R1AA zoning district. The applicant has provided information that supports the request and has worked diligently to minimize the need for a variance, as would be allowed for other residential properties under the same circumstances.

4. Literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

YES: The applicant has proposed a reasonable use of the property and the request is consistent with the general intent of the zoning code to protect the health, welfare, and safety of the public. As stated above, the request does not adversely affect adjacent properties and the request will extend the useful life of the home for the residents.

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

YES: The lot size and internal layout of the home do not allow alternative design solutions that will easily accommodate an elevator within the building footprint. In addition, the variance requested is the minimum necessary to allow reasonable use of the land and structure by the residents.

6. The grant of the variance will be in harmony with the general intent and purposes of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

YES: Granting the variance for a minor increase in square footage for compassionate reasons is in harmony and consistent with the general intent and purposes of the zoning code. In addition, granting the variances will not be injurious to the area or detrimental to the public welfare. Also, the request is compatible with the surrounding area and promotes the residential quality of life desired by the town. Granting the variances will also increase the longevity and taxable value of the structure, has no adverse impact on the adjacent properties, and is de minimis in nature.

FINDINGS

In general, granting the variance will increase the useful life of the structure for the residents, has no adverse impact on adjacent properties, and is de minimis in nature. In addition, the elevator will be accommodated within an existing alcove in the structure, seamlessly integrated into the architectural design, and is consistent with the intent and purpose of the Jupiter Inlet Colony Comprehensive Plan and zoning code to encourage residential development. Further, the request for a variance is not contrary to the public interest and, due to special conditions, a strict literal enforcement of the code would result in an unnecessary hardship on the applicant.

RECOMMENDATION

Recommendation of APPROVAL, as submitted.

**JUPITER INLET COLONY
BUILDING AND ZONING COMMITTEE APPLICATION
REQUEST FOR VARIANCE**

9/4/2020
Submittal Date: _____

Applicant Information			
Applicant/Owner ¹	David and Stefania Digiallorenzo		
Mailing Address	51 colony rd JIC 33469		
Address of Subject Property	<input type="checkbox"/> same	45 ocean	
Property Control Number (PCN)			
Lot. No.	45	Lot Area	8400 sq ft
Phone No.	610-585-6983	Email Address	dmdseminars@aol.com

1. As shown on last recorded Warranty Deed.

Variances Requested					
Description ¹	Zoning Code Section	Code Requirement	Proposed	Request (+/-)	% Difference
Side Setback (<i>example</i>)	Sec. 14(C)	10.0'	8.0'	-2.0'	20%
1. 50% RULE		50% OF SITE AREA	4240 SF	50.28%	.28%
2.					
3.					

1. Attach additional pages if necessary.

PURPOSE: Generally, describe the request and the purpose of each request: _____
 we are requesting the addition of @16 square feet to the footprint
 for an elevator installation. There are specific health issues which
 make this essential as well as the ability to care for elderly
 parents _____

JUSTIFICATION STATEMENT: Attach a separate statement justifying the request. Address each criterion below and provide supporting documentation, if necessary.

CRITERIA: Appendix A - Zoning Code, Article I. General Provisions, Section 5, of the Code of Ordinances of the Town of Jupiter Inlet Colony: Section 5. Variances; Criteria for Consideration.

(A) In order to authorize any variance from the terms of this zoning ordinance, the Town Commission must find all of the following:

- (1) That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures, or buildings in the same zoning district.
- (2) That the special conditions and circumstances do not result from the actions of the applicant.
- (3) That granting the variance requested would not confer on the applicant any special privilege that is denied by this ordinance [Appendix A, Zoning Code] to other lands, buildings, or structures in the same zoning district.
- (4) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.
- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.
- (6) That the grant of the variance will be in harmony with the general intent and purposes of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

APPLICATION MATERIAL: Submit the following information; include two (2) hard copies and one (1) pdf of each document on a thumb drive.

- ☒ Completed application and fee (\$1,000.00 per variance request, check made payable to JIC).
- ☐ Justification Statement.
- ☐ Consent Form.
- ☒ Current as-built Survey, showing all structures, setbacks, and relevant measurements.
- ☒ Site Plan, drawn to scale, of existing and proposed conditions.
- ☒ Lot Occupancy Calculation.
- ☐ Any other documentation pertinent to the request.

ALL APPLICANTS: Be aware that in granting a variance, the Town Commission may impose conditions, restrictions, or limitations to mitigate any potential impact and a reasonable time limit within which the variance(s) shall be begun, completed, or both. The application will be scheduled for the next available Building and Zoning Committee meeting. If you have any questions, please contact the Planning and Zoning Administrator.

cc: The Honorable Dan Comerford, Mayor, and members of the Town Commission
John Pruitt, Chief of Police and Town Administrative Officer
JIC Town Staff

September 10, 2020

Jupiter Inlet Colony
Building and Zoning Committee

RE: 45 Ocean Drive Jupiter Inlet Colony
Elevator Variance Application
Justification Statement and Consent

The circumstances for this variance are that the applicant, for declining health reasons, needs to add an elevator and the project is currently under construction. The concrete shell is poured and the current design cannot be modified to be within the 50% rule. The elevator was not included in the original design because the need was not apparent at the time.

The request to increase the building coverage to add an elevator while the residence is under construction is minor (.28%) and will be imperceptible from the road and adjacent properties. The design to safely integrate an elevator into the existing design has been kept to a minimum (40 sf) and has been incorporated to minimize additional building coverage (50.28) as much as possible.

Regarding the Consent item on the variance application checklist, this acknowledges that I have received consent from the 45 Ocean Drive owners to submit the variance application on their behalf.

Thank you, you can reach me @ jscottbaruch@comcast.net or 561 768-6224 if I can assist further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'J. Scott Baruch', with a long horizontal flourish extending to the right.

J. Scott Baruch

JUPITER INLET COLONY
ZONING CODE ARTICLE 1, SECTION 5.
VARIANCES - CRITERIA FOR CONSIDERATION

In order to authorize any variance from the terms of the Zoning Ordinance, the Town Commission must find all of the following:

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

RESPONSE: Yes, the circumstances are that the applicant for declining health reasons needs to add an elevator and the project is currently under construction. The concrete shell is poured and the current design cannot be modified to be within the 50% rule.

- (2) That the special conditions and circumstances do not result from the actions of the applicant.

RESPONSE: Yes, the circumstances are not a result of the actions of the applicant. The circumstances were unforeseen and are outside of the applicants' control.

- (3) That granting the variance requested would not confer on the applicant any special privilege that is denied by this ordinance [Appendix A, Zoning Code] to other lands, buildings, or structures in the same zoning district.

RESPONSE: Yes, the request for a variance is need based due to specific health issues and would not confer on the applicant a special privilege that others may be granted under the same conditions.

- (4) That literal interpretation of the provisions of this ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of this ordinance and would work unnecessary and undue hardship on the applicant.

RESPONSE: Yes, the literal interpretation of the code would deny the applicant rights commonly enjoyed by other properties in the town and would cause unnecessary and undue hardship on the applicant. The applicant is experiencing health issues that will make access to the second story of the new residence from a staircase increasingly difficult. The request to increase the building coverage to add an elevator while the residence is under construction is minor (0.28%) and will be imperceptible from the road and adjacent properties.

- (5) That the variance granted is the minimum variance that will make possible the reasonable use of the land, building, or structure.

RESPONSE: Yes, the variance requested is the minimum to safely add an elevator to the existing design (40 sf). The elevator has been incorporated into the design to the extent possible to minimize additional building coverage (50.28%).

- (6) That the grant of the variance will be in harmony with the general intent and purposes of this ordinance and that such variance will not be injurious to the area involved or otherwise detrimental to the public welfare.

RESPONSE: Yes, the elevator has been seamless integrated into the home design and is unnoticeable and is not injurious to the area or detrimental to the public welfare.

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO INSURE THE HEALTH AND SAFETY OF ALL PERSONS AND SHALL COMPLY WITH ALL OSHA REQUIREMENTS. ALL WORKERS SHALL WEAR PROTECTIVE SAFETY EQUIPMENT AS REQUIRED.

ANY CONDITIONS NOT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE NECESSARY TEMPORARY CLOSING OF ALL OPENINGS IN WALLS, ROOFS OR FLOORS AT THE END OF EACH DAY'S WORK TO KEEP THE BUILDING WEATHER TIGHT AND SECURE.

PLUMBING- PROVIDE KITCHEN AND BATHROOMS AS INDICATED - CONTRACTOR TO PROVIDE CASEWORK, FINISHES AND FIXTURES FOR KITCHEN AND BATHROOMS.

ELECTRICAL- PROVIDE WIRING AND ELECTRICAL FIXTURES AS INDICATED. PROVIDE 200 AMP PANEL. CONTRACTOR'S ELECTRICAL SUB-CONTRACTOR TO CONFORM LOAD DIAGRAM FOR PERMITTING. SEE NOTES AND ELECTRICAL PLAN FOR OUTLETS AND RECESSED LIGHT FIXTURES.

HVAC- PROVIDE HVAC SYSTEM, BALANCE SYSTEM AS NECESSARY. MECHANICAL CONTRACTOR TO PROVIDE ENERGY EFFICIENCY CALCULATIONS AND DUCTWORK DIAGRAMS FOR PERMITTING OR AS REQUIRED.

WINDOWS / SLIDING GLASS DOORS- PROVIDE IMPACT RESISTANT PGT OR EQUAL WINDOWS AND SLIDING GLASS DOORS. INSTALL PER MANUFACTURER SPECIFICATIONS. SEE WINDOW & DOOR SCHEDULE
- CONTRACTOR TO PROVIDE NOA

KITCHEN - PROVIDE KITCHEN AS INDICATED - CONTRACTOR TO PROVIDE CASEWORK, SHOP DRAWINGS FOR OWNER, ARCHITECT APPROVAL

TRIM - ALL SPACES TO RECEIVE BASEBOARD, COVE, DOOR & WINDOW TRIM. - SEE DETAILS

SIDING - SMOOTH STUCCO

PANT - ALL INTERIOR AND EXTERIOR POOR SURFACES TO RECEIVE PAINT WALLS TO RECEIVE TWO COATS OF COLOR MATCHING THE ADJACENT WALLS. CEILING TO RECEIVE ONE COAT OF COLOR MATCHING THE ADJACENT WALLS. FLOOR TO RECEIVE ONE COAT OF GLASS PANT INTERIOR TO RECEIVE ONE COAT OF WHITE POLYURETHANE SELECT AND REFINISH SHEEN WILLIAMS WHITE SEPARATE PERMITS TO BE OBTAINED FOR ELECTRICAL, PLUMBING, HVAC, AND MASTER BUILDING PERMIT REQUIRED BY LOCAL CODES AND ORDINANCES.

ALL WORK IS TO MEET THE REQUIREMENTS OF THE FLORIDA BUILDING CODE, 2017 EDITION AND ASCE

[illegible]

10

1. PROVIDE FORK LAM THE FLOORING PER OWNER SELECTION TO FIRST FLOOR OF RESIDENCE.
2. KITCHEN - PROVIDE CASEWORK, GRANITE/SILSTONE/ZEBSANSTONE OR CAMBRIA COUNTERTOP AND APPLIANCES SHOW CONTRACTOR TO PROVIDE 18 GA STAINLESS STEEL SINK - UNDER SINK CABINETS TO BE 18 GA STAINLESS STEEL. PROVIDE 18 GA STAINLESS STEEL SHUTTER IN VARIANT KITCHEN. PROVIDE CONTRACTOR TO PROVIDE 18 GA STAINLESS CASEWORK SHIP DRAWING AND APPLIANCE SPECIFICATIONS FOR OWNER ARCHITECT REVIEW.
3. MASTER BEDROOM CLOSET - PROVIDE CLOSET SYSTEM PER OWNER SELECTION.
4. BATHROOM - PROVIDE CASEWORK, GRANITE/SILSTONE/ZEBSANSTONE OR CAMBRIA COUNTERTOP. P.N. ALL SHOWER TILE OVER W/ DROPOCK. INSTALL PROBLEM IN CERAMIC TILE TO SHOWER WALLS. INSTALL FRAMERLESS 1/2" SHOWER GLASS WITH HARDWARE. MATCHING PLUMBING PROVIDER. FINISH: KITCHEN, BATHROOM, HALL, CLOSET, SHOWERED BATHROOM AND BEDROOM FLOOR FINISH: PER OWNER SELECTION. PROVIDE CONTRACTOR TO PROVIDE CUSTOM WOOD HOLDER WITH DIVERSTER COATING OF SHOWER AREA W/ CHROME FINISH. PROVIDE CUSTOM WOOD VAINERS. INSTALL 2 KOLLER OR EQUAL SINK IN WHITE NUBIA UNDER COUNTER TOP SELECTED BY OWNER. INSTALL GRANITE/SILSTONE/ZEBSANSTONE OR CAMBRIA UNDER COUNTER TOP. PROVIDE ELONGATED W/ WHITE FINISH. PROVIDE WARRORS & VAINTES CONTRACTOR TO PROVIDE OUT-LET/STREETS AND SPECIFICATIONS FOR ALL FIXTURES FOR OWNER, DESIGNER AND ARCHITECT APPROVAL.
5. PROVIDE WARRORS & VAINTES, DUCT & SMOKE HEIGHT W/ ELONGATED BOWL W/ WHITE FINISH.
6. BATHROOM ACCESSORIES - OWNER TO PLUMBER AND CONTRACTOR TO INSTALL ALL TOWEL BARS, ROBE HOOKS, TOWEL PAPER DISPENSER, TOWEL RINGS, ETC.
7. CEILING TO SHEPHERD WILLIAMS WAX. WALLS ARE PERUBIA SELECT & SHEPHERD WILLIAMS FLAT.
8. TILM INCLUDING GROUND, WINDOW EXTERIORS, DOORS, CUSINGS AND JAMBS TO RECEIVE 2 COATS OF PRIMER AND PAINT. WALL PAINT IN BATH BEDROOM.
9. SINKS AND TUBS TO BE INSTALLED BY CONTRACTOR.
10. KITCHENS - TO BE INSTALLED BY CONTRACTOR.
11. PROVIDE BATHROOM BASE, COOK DOOR AND WINDOW TRIM THROUGHOUT RESIDENCE.
12. LAUNDRY - PROVIDE FOLDING COUNTER W/ CASEWORK BELOW & SHELVING ABOVE. PROVIDE WASHER & DRYER W/ DUCT TO WALL THROUGH VENT AS INDICATED



A NEW HOUSE FOR:
DAVID AND STEFANIA DIGIALLORENZO
45 OCEAN DRIVE
JUPITER INLET COLONY
33469

J. SCOTT BARUCH
& ASSOCIATES
18360 SE LAKESIDE DR.
JUPITER, FLORIDA
AR-0014964

CONSTRUCT NEW RESIDENCE AS INDICATED

THE CONTRACTOR SHALL TAKE ALL NECESSARY SAFETY PRECAUTIONS TO INSURE THE HEALTH AND SAFETY OF ALL PERSONS AND SHALL COMPLY WITH ALL OSHA REQUIREMENTS. ALL WORKERS SHALL WEAR PROTECTIVE SAFETY EQUIPMENT AS REQUIRED.

ANY CONDITIONS NOT SHOWN ON THE DRAWINGS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ARCHITECT PRIOR TO CONSTRUCTION.

WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS. DO NOT SCALE DRAWING

THE CONTRACTOR SHALL PROVIDE NECESSARY TEMPORARY CLOSING OF ALL OPENINGS IN WALLS, ROOFS OR FLOORS AT THE END OF EACH DAY'S WORK TO KEEP THE BUILDING WEATHER TIGHT AND SECURE.

PROVIDE KITCHEN, AND BATHROOMS AS INDICATED - CONTRACTOR TO PROVIDE PLUMBING, FINISHES AND FIXTURES FOR KITCHEN AND BATHROOMS.

CASEWORK

HYAC- PROVIDE HVAC SYSTEM, BALANCE SYSTEM AS NECESSARY. MECHANICAL CONTRACTOR TO PROVIDE ENERGY EFFICIENCY CALCULATIONS AND DUCTWORK DIAGRAM FOR PERMITTING OR AS REQUIRED.

WINDOWS / SLIDING GLASS DOORS- PROVIDE IMPACT RESISTANT PGT OR EQUAL WINDOWS AND SLIDING GLASS DOORS. INSTALL PER MANUFACTURER SPECIFICATIONS. SEE WINDOW & DOOR SCHEDULE
- CONTRACTOR TO PROVIDE NOA

KITCHEN-- PROVIDE KITCHEN A
FOR OWNER, ARCHITECT APPR

AS INDICATED - CONTRACTOR TO PROVIDE CASEWORK, SHOP DRAWINGS
OVAL

BATHROOMS- PROVIDE MASTER BATHROOM
ROOF - FLAT CONCRETE TILE ROOF SYSTEM

TRIM - ALL SPACES TO RECEIVE BASEBOARD, COVE, DOOR & WINDOW TRIM. - SEE DETAILS

SIDING - SMOOTH STUCCO

PAYMENT - ALL INTERIOR AND EXTERIOR PORCELAINE GLAZED CERAMIC TILE, WALLS TO RECEIVE TWO COATS OF FINISH AND ONE COAT OF PRIMER, SANDING BLENDED COATS, TRIM AND WOODWORK TO RECEIVE SHERWIN WILLIAMS CO. BASE PAINT, INTERIOR TO RECEIVE SHERWIN WILLIAMS SELECT AND EXTERIOR TO RECEIVE SHERWIN WILLIAMS WHITE, SEPARATE PERMITS TO BE OBTAINED FOR ELECTRICAL, PLUMBING, HVAC, AND MASTER BUILDING PERMIT REQUIRED BY LOCAL CODES AND ORDINANCES.

POSSIBLE	THE	MATERIAL	OTHER	WEATHER STRIPPING	STAIN
1	6'-0" x 9'-0"	FRENCH	AL/CLASS	REMAINED IN DARK MONOCHROMATIC STAIN	
2	15'-5" x 9'-0"	POCKET	AL/CLASS	LOCKSET	
3	16'-0" x 8'-0"	SLOING	AL/CLASS	LOCKSET	
4	3'-0" x 8'-0"	SWING	H. M.	LOCKSET	
5	2'-6" x 8'-0"	SWING	S.C. WOOD	DOOR	
6	2'-6" x 8'-0"	SWING	S.C. WOOD	DOOR	
7	2'-6" x 8'-0"	SWING	S.C. WOOD	DOOR	
8	2'-6" x 8'-0"	SWING	S.C. WOOD	DOOR	
9	2'-6" x 8'-0"	SWING	S.C. WOOD	DOOR	
10	3'-0" x 8'-0"	POCKET	S.C. WOOD	DOOR	
11	3'-0" x 8'-0"	POCKET	S.C. WOOD	DOOR	
12	3'-0" x 8'-0"	POCKET	S.C. WOOD	DOOR	
13	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
14	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
15	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
16	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
17	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
18	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
19	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
20	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
21	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
22	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
23	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
24	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
25	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
26	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
27	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
28	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
29	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
30	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
31	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
32	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
33	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
34	2'-4" x 8'-0"	SWING	S.C. WOOD	DOOR	
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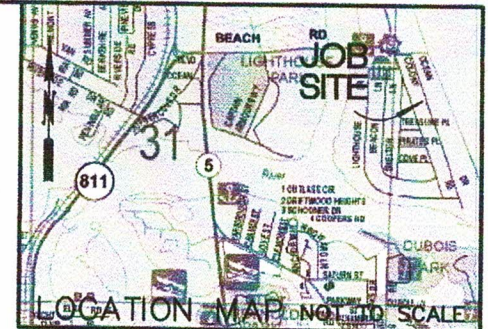
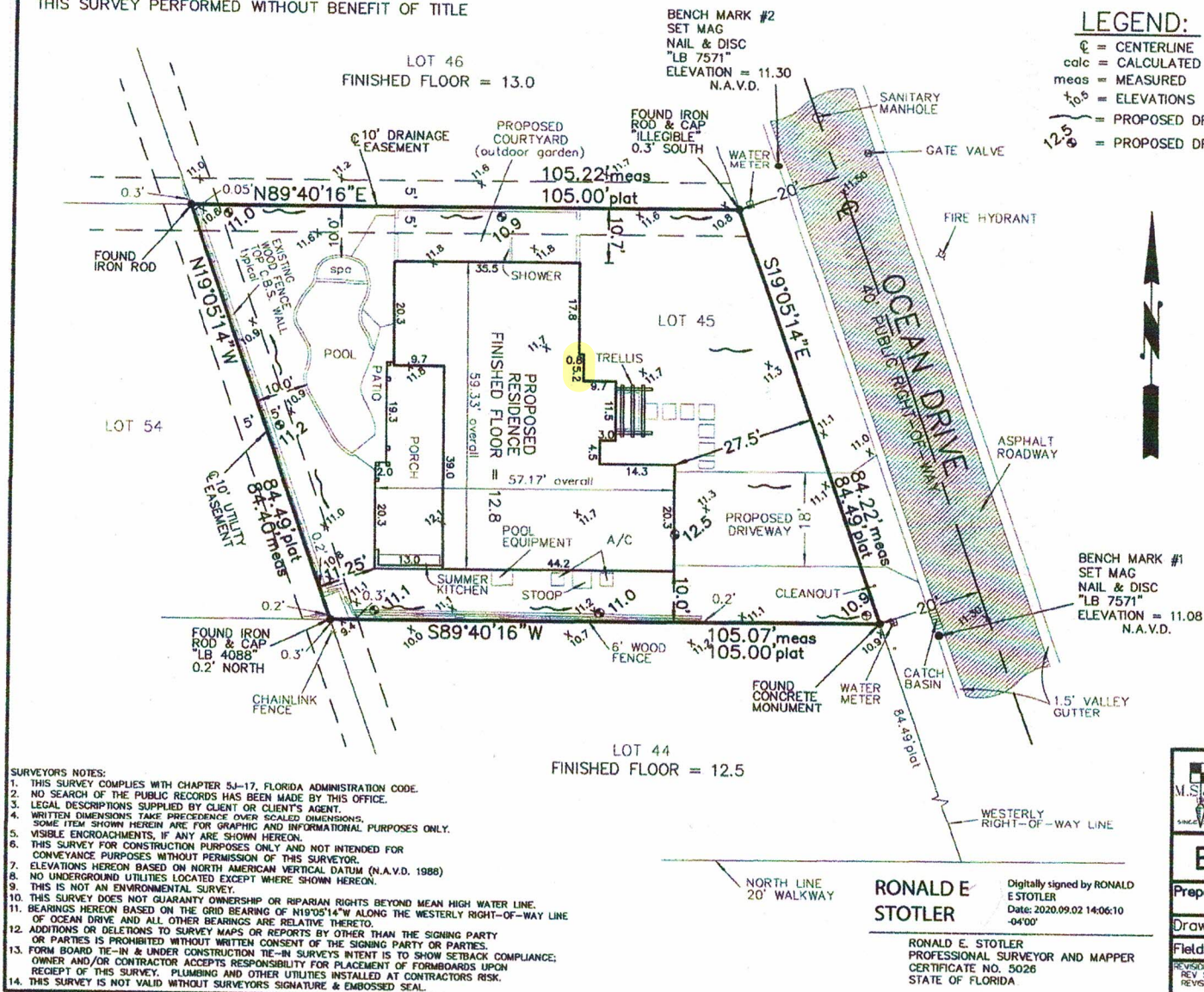
- [illegible]



A NEW HOUSE FOR:
DAVID AND STEFANIA DIGIALLORENZO
45 OCEAN DRIVE
JUPITER INLET COLONY
33469

J. SCOTT BARUCH
& ASSOCIATES
18360 SE LAKESIDE DR.
JUPITER, FLORIDA
407-741-1064

NOTE:
THIS SURVEY PERFORMED WITHOUT BENEFIT OF TITLE



LEGAL DESCRIPTION 45 OCEAN DRIVE
 OFFICIAL RECORDS BOOK 27181, PAGE 1440
 LOT 45, JUPITER INLET BEACH COLONY, ACCORDING
 TO THE MAP OR PLAT THEREOF AS RECORDED IN
 PLAT BOOK 24, PAGE 139, PUBLIC RECORDS OF
 PALM BEACH COUNTY, FLORIDA.
 CONTAINING 8400 SQUARE FEET MORE OR LESS

SURVEY w PROPOSED ELEVATOR



TOWN OF JUPITER INLET COLONY
A MUNICIPAL CORPORATION

**NOTICE OF PUBLIC MEETING
VIA TELECONFERENCE ONLY**

Date & Time: Thursday, September 17, 2020 at 05:00 PM Eastern Time

Join by Zoom at:

<https://us02web.zoom.us/j/5856288134?pwd=aCtGdUpxRHZ2YlJLS3kra3BjMVJSZz09>

OR dial-in by location:

+1 301 715 8592

+1 253 215 8782

+1 312 626 6799

+1 346 248 7799

+1 929 205 6099

+1 669 900 6833

Meeting ID: 585 628 8134

Passcode: 3787

TOPIC: The Building & Zoning Committee of the Town of Jupiter Inlet Colony will conduct a public meeting on Thursday, September 17, 2020 at 5:00 P.M. to consider the following:

LOCATION: 244 Ocean Drive (Beach Club)

REQUEST: New fence, landscaping, and driveway gate. Plans are available for review in Town Hall.

All interested parties are encouraged to participate in the meeting and be heard concerning this matter. A copy of the proposed plans may be inspected before the meeting by contacting the Town Administrative Office at (561) 746-3787.

If a person decides to appeal the decision of Building and Zoning Committee with respect to any matter considered at the public hearing or meeting herein referred, he or she may need to insure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based. The Town of Jupiter Inlet Colony does not prepare or provide such a record. The above item may be postponed or withdrawn without prior notice. Pursuant to the provision of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting, because of a disability or physical impairment, should contact the Town Administration Officer, 561-746-3787, at least three (3) calendar days prior to the Hearing.

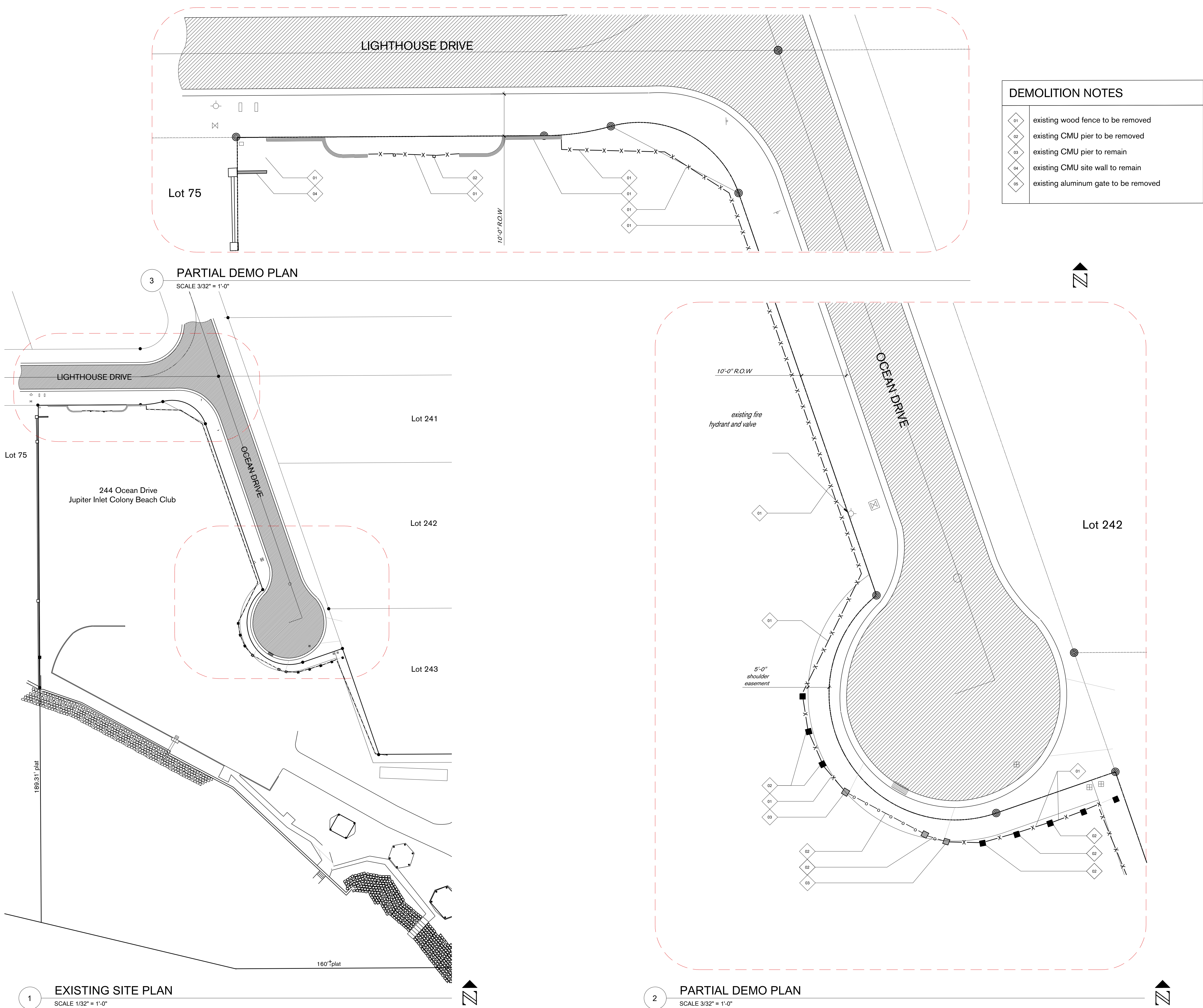
JUPITER INLET COLONY BEACH CLUB

ENTRY DESIGN PROPOSAL

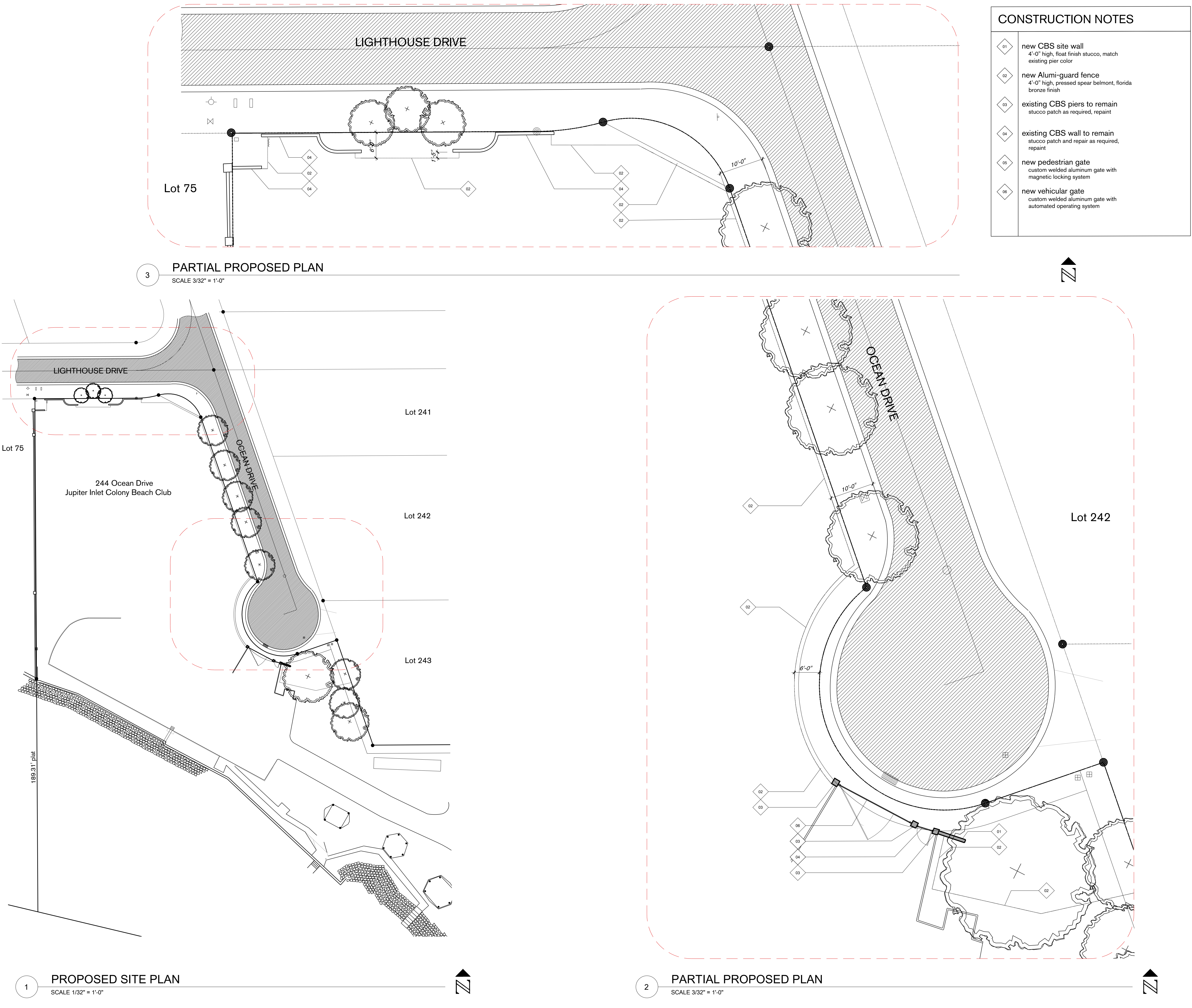
ARCHITECT

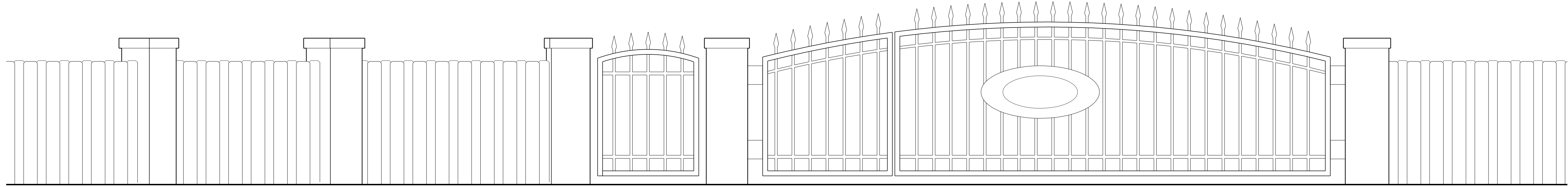
THOMAS MELHORN ARCHITECTS, LLC
935 TOWN HALL AVENUE, SUITE 2
JUPITER, FL 33458

PHONE: (561) 250-6946
EMAIL: JENNY@THOMASMELHORN.COM

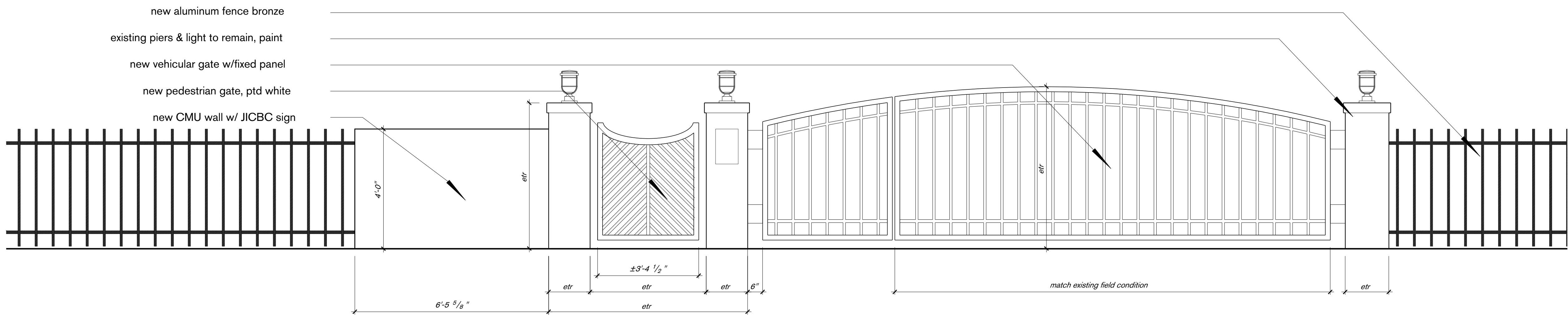


These drawings, specifications, and other documents, prepared by the architect, are instruments of the architect's service and shall remain the property of the architect, and shall not be used on any other projects, or for additions to this project, nor for completion of this project by others, except by agreement in writing with the architect.
© 2018 Thomas Melhorn LLC





1 EXISTING DESIGN ENTRY GATE
SCALE 1/4" = 1'-0"



2 PROPOSED DESIGN ENTRY GATE
SCALE 1/4" = 1'-0"



1 EXISTING ENTRY



2 PROPOSED JICBC ENTRY

From: [William P. Doney](#)
To: [Dan Comerford \(comerfordd@jupiterinletcolony.org\)](#); [Kevin Lucas \(lucask@jupiterinletcolony.org\)](#)
Cc: [Bill Whiteford](#)
Subject: View Obstruction Ordinance
Date: Tuesday, September 8, 2020 3:41:15 PM
Attachments: [El Cerrito View Obstruction.doc](#)

I have been trying to locate some ordinances that regulate or restrict the use of property in order to preserve a view from a neighboring property. It seems that such regulations are relatively rare probably, at least in part, by adopting such an ordinance, the governmental entity is placing itself in the middle of a somewhat private dispute. The general law is that a property owner does not have the right to any sort of view across a neighbor's property. Therefore, in an effort to preserve a view for one property owner, the rights of the adjoining owner are necessarily impacted. Some current thoughts are as follows:

- If the Town adopts an Impact Review Ordinance, the placement of buildings can potentially be addressed in an effort to preserve views. Again, however, attempting to protect the view from a neighboring property will affect the development potential on the property seeking a building permit.
- A new Landscape Code or Ordinance could be adopted to regulate the placement of trees and landscaping in rear yard areas of waterfront properties in an effort to preserve views. The Code could regulate landscaping on new construction as well as the addition of landscaping to existing homes.
- The maximum height of wall and fences could be lowered in rear yards of waterfront properties.
- I ran across an interesting Ordinance from El Cerrito, California. (a copy is attached) The Ordinance is interesting in that it sets up a mediation/ arbitration/ litigation procedure but keeps it as a private matter between property owners without the involvement of the Town.

William P. Doney, Esq.
Caldwell Pacetti
Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, Florida 33401
Tel.: (561) 655-0620
Fax: (561) 655-3775

CITY OF EL CERRITO, CA

Chapter 10.90 - OBSTRUCTION OF VIEWS BY TREES ON PRIVATE PROPERTY*

Sections:

10.90.110 - Principles.

This Chapter is enacted in recognition of the following findings:

- A. The attractiveness and livability of the city are enhanced by its trees and its views of surrounding areas obtained from the range of elevations found in the city;
- B. Both views and trees contribute to the quality of life in El Cerrito and promote the general welfare of the entire community;
- C. Views and trees contribute to both the economic and the aesthetic value as well as the public health benefits to the community;
- D. When disputes arise over views obstructed by trees, neighbors are expected to make every effort to come to agreement among themselves and maintain positive relationships within the community;
- E. When all efforts have failed to produce an agreement, it is the intent of this chapter to provide a method to resolve disputes between neighbors and to allow the balancing of the benefits of both treescapes and beautiful views. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.120 - Purpose.

The ordinance codified in this chapter is enacted to:

- A. Promote the public health, safety and welfare;
- B. Preserve and promote the views which existed at the time a person purchased or acquired a property, from unreasonable obstruction by the growth of trees;
- C. Preserve and promote the aesthetic benefits provided by trees;
- D. Establish a process for the resolution of disputes between private property owners relating to the restoration of views when unreasonably obstructed by the growth of trees;
- E. Encourage the maintenance of trees in such a manner that the growth of the trees will not unduly diminish desirable views or pose a hazard to neighboring properties;
- F. Discourage the overzealous application of the provisions of this chapter in a manner that results in an unreasonable loss of trees;
- G. Encourage the thoughtful and reasonable application of the provisions of this chapter so as to balance the benefits of trees and views;
- H. Prohibit the planting of certain species of trees that, because of their rapid growth, height at maturity, dense foliage, shallow root structure, flammability, breakability and/or invasiveness, are inappropriate in an urban environment. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.130 - Definitions.

Unless otherwise specifically provided, or required by the context, the following terms shall have these meanings for the purpose of this chapter:

"Arbitrator" means a neutral person trained in conducting a process similar to a trial which includes the hearing of testimony, consideration of evidence and rendering of a decision for the

claimant and tree owner.

"Binding arbitration" means the procedure set forth in California Code of Civil Procedure section 1280 et seq.

"Claimant" means any owner of real property who believes in good faith that the growth, maintenance or location of trees situated on the property of another diminishes views from his or her property and thereby the beneficial use or enjoyment of his or her property.

"Mediator" means any trained and experienced mediator acceptable to both claimant and tree owner to mediate a tree dispute.

"Person" means any individual, corporation, partnership, firm or other legal entity, excluding the city of El Cerrito.

"Primary living area" means the portion or portions of the primary residence structure from which a view is observed. The determination of primary living area is to be made on a case-by-case basis, by mutual agreement or by a mediator, arbitrator or judge.

"Qualified arborist" means an arborist possessing the appropriate California Contractor's License or certification as an arborist.

"Removal" means the elimination of any tree from its current location.

"Restorative action" means the thinning, trimming, topping, removal, or removal with necessary replacement planting, of any tree.

"Thinning" means the selective removal of entire branches from a tree so as to improve visibility through the tree and/or improve the tree's structural condition.

"Topping" means the removal of the upper portion of a tree's trunk or primary leader.

"Tree" means any woody perennial plant, usually with one main trunk, obtaining a height of at least fifteen feet at maturity. The term tree includes the plural and the term trees includes the singular.

"Tree owner" means the owner of real property, excluding the city of El Cerrito, on which are situated trees whose growth, maintenance or location allegedly diminishes the beneficial use and enjoyment of the property of another.

"Trimming" means the selective removal of portions of branches from a tree so as to modify the tree's form, shape or profile and/or improve the tree's appearance.

"Unreasonable obstruction" means the substantial blocking or diminishing of views from the primary living area that existed at the time of purchase or acquisition of the view claimant's property, due to the growth or maintenance of trees on private property and shall be determined pursuant to the criteria listed in Section 10.90.160.

"View" means a range of sight, distant or panoramic in nature, from a primary living area of a residence including upslope or downslope pleasing vistas, prospects or scenes. Views include, but are not limited to, the sight of distinctive geologic features, bays, oceans, skylines, hillside terrains, treescapes, bridges, landmarks and distant cities.

"View claim" means the claimant's verified written basis for action under this chapter, which clearly establishes all of the following:

1. The precise nature and extent of the alleged view obstruction and particulars of the manner in which it diminishes the beneficial use or enjoyment of the claimant's property, including all pertinent corroborating physical evidence available. Such evidence must show the date of property purchase or acquisition as well as absence of the obstruction at that time;
2. The exact location and description of all trees alleged to cause a view obstruction, the

address of the property on which the trees are located, and the present tree owner's name and address. This requirement may be satisfied by the inclusion of tree location, property address and tree owner information on a valid property survey or plot plan;

3. Any mitigating actions proposed by the parties involved to resolve the alleged obstruction;
4. The failure of personal communication, initial reconciliation and mediation between the claimant and the tree owner to resolve the alleged view obstruction as set forth in this chapter. The claimant must provide physical evidence that written attempts to resolve the dispute pursuant to the provisions of this chapter have been made and failed. Such evidence may include, but is not limited to, copies of and receipts for certified mail correspondence.

"Windowing" means the creation of openings or windows through the thinning of trees in order to restore or preserve views. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.140 - View obstruction prohibited.

No person shall allow a tree to unreasonably obstruct, as defined, the view from the primary living area of any other parcel of property within the city of El Cerrito.

To establish a view claim, a person shall follow the process established in this chapter. Additionally, persons shall have the right to seek restorative action from imminent danger caused by trees. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.150 - Procedure for resolution of disputes.

The following process shall be used in the resolution of view obstruction disputes between tree owners and claimants:

- A. Initial Reconciliation. The claimant first shall attempt to notify the tree owner verbally of his or her concerns regarding the obstruction of views from trees on the tree owner's property. The parties shall attempt to resolve their concerns to the satisfaction of both parties while maintaining a spirit of compromise.
- B. Mediation. If the initial reconciliation fails to result in an agreement regarding restorative action, the claimant shall notify the tree owner in writing of his or her desire to present the dispute to a mediator for resolution. Acceptance of mediation by the tree owner is voluntary, but the tree owner shall have no more than thirty days from service of the notice to either accept or reject the offer of mediation. If the tree owner accepts mediation, he or she shall do so in writing. The parties shall have fifteen days from service of notice of the tree owner's acceptance of mediation to select a mutually agreeable mediator. Mediation shall be an informal process that may include the hearing of viewpoints of lay or expert witnesses and site visits to the properties of the claimant and tree owner. The mediator shall consider the provisions of this chapter in attempting to help the parties resolve their dispute. The mediator shall not have the authority to issue binding orders for restorative action, rather the mediator shall strive to aid the parties in resolving their dispute through a written agreement that eliminates the need for binding arbitration or litigation. Unless the parties mutually agree otherwise, mediation shall be completed no later than sixty days from selection of a mediator.

- C. Binding Arbitration. Should initial reconciliation fail and mediation is either declined by the tree owner, the tree owner fails to respond to the claimant's proposal of mediation, the parties are unable to mutually agree on a mediator or mediation is not completed within the time allowed pursuant to this chapter or by mutual agreement of the parties, the claimant shall prepare a view claim as defined by this chapter. The claimant shall serve the view claim on the tree owner along with a request to submit the dispute to binding arbitration. The tree owner shall have thirty days from service of the view claim to accept or reject the offer of binding arbitration. Such acceptance shall be in writing and shall be served on the claimant. If accepted, the parties shall agree on an arbitrator within twenty-one days of service of the tree owner's acceptance of binding arbitration. Such agreement shall be in writing. The arbitrator shall use the provisions of this chapter to resolve the dispute in a fair and equitable manner. The arbitrator's final written report shall include findings, a list of mandated restorative actions and a timeframe within which the restorative action shall be completed. The report shall be submitted to the parties and shall be enforceable pursuant to the provisions of California Code of Civil Procedure section 1280 et seq.
- D. Litigation. Should binding arbitration be declined by the tree owner or the tree owner fails to accept the claimant's request to submit the dispute to binding arbitration within thirty days of service of the request for arbitration, civil action may be pursued by the claimant for resolution of the view obstruction dispute pursuant to the provisions of this chapter, provided however, that any such action must be commenced within nine months of the date arbitration is declined or not accepted pursuant to the time allowed by this chapter. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.151 - Service of notices.

Notices required to be provided pursuant to the provisions of this chapter shall be in writing and service is deemed effective upon either 1) personal service, 2) delivery by U.S. Mail, if certified and return receipt requested, or 3) other next day or second day delivery service provided proof of delivery is provided to the sender. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.160 - Criteria for resolution of disputes.

In adjudicating all disputes, unless otherwise specifically provided, the provisions of this chapter are to be used to resolve view claim disputes.

- A. View Character. The character of a view shall be determined by evaluating:
 - 1. The vantage point(s) from which the view is obtained;
 - 2. The existence of landmarks or other unique features in the view;
 - 3. The extent to which the view is diminished by factors other than the tree involved in the claim; and
 - 4. Whether the view is from the primary living area of the claimant's property.
- B. View Obstruction. The existence and character of the view obstruction shall be determined by evaluating:
 - 1. The extent of the alleged view obstruction, expressed as a percentage of the total view, and calculated by means of a surveyor's transit or by photography or both; and

2. The extent to which landmarks or other unique features in the view are obstructed.
- C. Benefits and Burdens. The extent of benefits and/or burdens derived from the trees alleged to be obstructing the claimant's view shall be determined with consideration given to the contribution of the trees to the following factors:
 1. Visual and auditory screening, privacy, wind screening, and shade provided to the tree owner and neighboring properties;
 2. Wildlife habitat provided by the trees;
 3. Soil stability, as determined by soil structure, degree of slope and extent of the tree's root system;
 4. Energy conservation and/or climate control, and/or interference in the efficient operations of claimant's solar energy system that was operating prior to the obstruction;
 5. Effects on neighboring vegetation;
 6. Visual and aesthetic quality of the trees, including, but not limited to, species characteristics, size, form, texture, color, vigor and location;
 7. The hazard posed by the trees to persons or structures on the claimant's property, including but not limited to, fire danger or the danger of falling limbs or trees;
 8. Other tree-related factors, including, but not limited to, indigenous tree species, specimen tree quality, rare tree species and historical value; and
 9. Degree of interference with sunlight reaching claimant's property.
- D. Restoration Evaluation. Any restorative action shall be evaluated based on the standards of this chapter and in consideration of the following:
 1. The effectiveness of the restorative action in reducing the view obstruction;
 2. Any adverse impact of the restorative action on the benefits derived from the trees in question;
 3. The structural and biological effects of the restorative action on the trees in question;
 4. The cost of the restorative action, as determined by consultation with licensed landscape architects or professional tree removal companies; and
 5. Effects upon the privacy of the tree owner.
- E. Restoration Limits. Restorative actions may include the following:
 1. Trimming;
 2. Thinning;
 3. Windowing;
 4. Topping;
 5. Tree removal with necessary replacement planting; and/or
 6. No action.
- F. Restoration Implementation. Restorative actions shall be undertaken subject to the following:
 1. Restorative actions must be consistent with all applicable statutes, ordinances and regulations;
 2. Where possible, restorative actions shall be limited to the trimming and/or thinning of branches; but, when such is not a feasible solution, windowing is the preferable solution;

3. When thinning, trimming and windowing of branches is not a feasible solution, topping shall be considered;
4. Topping shall be employed as a restorative measure only when it would not compromise the viability and stability of the tree and where it is species appropriate as determined by the International Society of Arboriculture;
5. Restorative action including thinning, trimming, windowing and/or topping shall be accomplished with consideration given to the proper time of the year for such actions and in accordance with standards established by the International Society of Arboriculture for use in the State of California.
6. Removal shall be considered only when all other restorative actions are judged to be ineffective and shall be accompanied by replacement plantings of appropriate plant material necessary to restore the maximum level of benefits lost due to the removal of the trees. At the tree owner's option, replacement plantings shall be required on the tree owner's or the claimant's property;
7. In those cases where removal eliminates or significantly reduces the tree owner's visual screening of privacy, replacement screen plantings shall, at the tree owner's option, be established;
8. The tree owner may choose tree removal with replacement plantings as an alternative to trimming, thinning, windowing or topping;
9. All trimming, thinning, windowing, topping or removal required under this chapter shall be performed pursuant to the recommendations of a qualified arborist; and
10. Restorative action may include written conditions concerning ongoing maintenance and should be recorded, made to run with the land and apply to successors in interest. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.170 - Apportionment of costs.

A. Costs Associated with Procedures for Resolution of Disputes.

1. Mediation. Unless the parties agree otherwise, the costs of a mediator shall be shared equally between the claimant and the tree owner. The parties shall be responsible for their own costs of individual counsel or experts.
2. Binding Arbitration. Apportionment of the costs of an arbitrator shall be determined by mutual agreement of the parties or by the arbitrator.
3. Litigation. In the event a claimant's view claim is denied, or no restorative action is ordered by the court, in addition to his or her own attorney fees, the claimant shall be required to pay the tree owner's reasonable attorney fees. If that is not the case, the costs associated with litigation shall be determined by mutual agreement, settlement or by the court.

B. Costs of Restorative Action. The parties may determine the apportionment of the costs of restorative action by mutual agreement or a mediator, arbitrator or judge may apportion such costs. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.180 - Liability.

The issuance of mediation findings, an arbitration report or a court decision shall not create any liability on the part of the city of El Cerrito with regard to restorative action to be performed.

With the exception of Section 10.90.190, the city undertakes no enforcement responsibility or authority regarding the provisions of this chapter. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.190 - Planting of certain trees prohibited.

Due to their rapid growth, height at maturity, dense foliage, shallow root structure, flammability, breakability or invasiveness, no person shall plant or allow a new tree that results from the sprouting or other self-propagation, on private property within the city, from any Monterey Pine, Monterey Cypress, Coast Redwood, Red Gum Eucalyptus or Blue Gum Eucalyptus. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.200 - Limitations.

The provisions of this chapter are not intended to affect obligations imposed by any easement, covenant or agreement. (Ord. 2004-1 Div. 1 (part), 2004)

10.90.210 - Enforcement.

The enforcement of rights granted by this chapter shall be by the private parties involved. The claimant shall have the right to bring injunctive action to enforce any order made pursuant to this chapter. The planting or permitting of any new tree from the sprouting or other self-propagation in violation of Section 10.90.190 of this chapter shall be deemed a public nuisance and may be prosecuted as a misdemeanor. (Ord. 2004-1 Div. 1 (part), 2004)