



# BOARD OF APPEALS APPLICATION

APPLICATION FOR VARIANCE, APPEAL, OR WAIVER

**City of Snellville**  
**Planning & Development Department**  
2342 Oak Road, 2<sup>nd</sup> Floor  
Snellville, GA 30078  
Phone 770.985.3513 Fax 770.985.3551 [www.snellville.org](http://www.snellville.org)

DATE RECEIVED:  
1874 VICTORIAN CT ERIC LUST #2000474  
BOA VARIANCE/APPEAL #20-02  
PARCEL- 5025 258

SEP 08 2020

RECEIVED

**Applicant** is: (check one)  
 Owner's Agent  
 Contract Purchaser  
 Property Owner

**Owner** (if not the applicant):  check here if there are additional property owners and attach additional sheets.

Eric C. Lust  
Name (please print)  
1874 Victorian Court  
Address  
Snellville, Ga. 30078  
City, State, Zip Code  
404.444.2888  
Phone Number(s) Fax

\_\_\_\_\_  
Name (please print)  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City, State, Zip Code  
\_\_\_\_\_  
Phone Number(s) Fax

Contact Person: Eric Lust Phone: (w) 770.413.5680 Fax: \_\_\_\_\_  
Cell Phone: 404.444.2888 E-mail: elust@precisionhose.com

**Application for:** (check one)  
 Appeal  Variance from Zoning Ordinance  Variance from Municipal Code  Waiver of Development Regulations

Section(s) of Zoning Ordinance VARIANCE request is for: Section 9.3(4)(5), minimum rear yard setback  
Section(s) of Municipal Code VARIANCE request is for: \_\_\_\_\_  
Section(s) of Development Regulations WAIVER request is for: 1874 Victorian Court  
Property Address/Location: \_\_\_\_\_ District 5 Land Lot 25 Parcel(s) 258  
State the purpose of this request: Deck was deteriorating and needed to be replaced

**At a minimum, the following items are required with submittal of this application. INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED.**

- Pre-submittal appointment recommended a minimum of five (5) business days prior to Application deadline to ensure application is complete, accurate, and includes all required attachments/exhibits and required signatures;
- Payment of the appropriate application, public notice sign, and adjoining property owner notification fees. Make checks payable to *City of Snellville*;
- Letter of Intent explaining the reason (and demonstrated hardships) for the request for the variance, appeal, or waiver;
- The names, addresses, and original signatures of the owners of the subject parcel(s) and their agents, if any;
- Analysis of impact (if variance application) or details of grievance (if appeal) or details of waiver request (if waiver) as per Section 14.5;
- A current legal description of the subject parcel(s). If the property proposed for a variance, appeal, or waiver includes multiple parcels, provide a separate legal description for each individual parcel, together with a composite legal description for all parcels;
- Warranty Deed or Certificate of Title (for all parcels subject to this application) to provide proof of property ownership;
- VARIANCE or WAIVER applications only: Nine (9) copies and one (1) original of the proposed Site and Concept Plan and one (1) 11" x 17" (or smaller) reduction of the plan, drawn to scale, showing: (a) north arrow; (b) district, land lot(s) and parcel number(s); (c) the dimensions with bearing and distance; (d) acreage; (e) location of the tract(s), (f) the present zoning and land use classification of all adjacent parcels; (g) the proposed location of structures, driveways, parking and loading areas; (h) the location and extent of required buffer areas; and (i) location of floodplains. Site and Concept Plan shall be prepared by an architect, engineer, landscape architect, or land surveyor whose Georgia state registration is current and valid. Site plan must be stamped and sealed by one of the four above-mentioned professionals no more than six (6) months prior to the date of submittal. All documents must be folded to 8-1/2" x 11";
- Exhibits and accompany documentation to support application and request for variance, appeal, or waiver;
- Nine (9) stapled or bound copies of: (a) completed application; (b) Letter of Intent; and (c), Exhibits and all supporting documents. In addition, one (1) unbound application (original) bearing original signatures and all other required documents; and
- A CD-ROM containing a digital file of: (a) site plan in .pdf and .dwg file formats, (b) legal description(s) in .pdf file format, and (c) completed and signed Variance, Appeal, and Waiver application (and all supporting documents) in .pdf file format.

# Letter of Intent

1874 Victorian Court

Snellville, Ga. 30078

08/26/2020

Snellville Board

To whom it may concern,

This letter is to inform you that I am in the process of rebuilding the existing 10 ft. x 20 ft. deck on my house. I am requesting to reduce the RS-180 District 40 feet rear building setback to 32'-5" for the 10' x 20' screened porch addition. The existing deck had deteriorated to the point where it was a safety concern. In the process of replacing the deck, I have decided I would like to screen that deck and make an enclosed porch. I realize there is an encroachment issue that I am currently working with the city zoning department. I have spoken with my neighbors and have no negative comments or issues from any concerned parties.

I am filing my application for this construction, and your understanding and consideration would be greatly appreciated.

Sincerely,

Eric Lust

If request is for an APPEAL, please discuss your grievance in detail. You may attach additional sheets and provide additional documentation as appropriate:

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A VARIANCE from the terms of the Snellville Zoning Ordinance or Development Regulations shall not be granted by the Board of Appeals unless and until the applicant has **demonstrated** the following. You may attach additional sheets and provide additional documentation as appropriate:

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

The property, as shown on the plat, prohibits me from providing an upgrade to a screened-in porch.

2) **Demonstrate** that literal interpretation of the provisions of the Zoning Ordinance or Development Regulations would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under the terms of the Zoning Ordinance or Development Regulations.

Layout of the property prohibits my family from enjoying a screened-in porch, commonly enjoyed by my neighbors and other properties in the neighborhood.

3) **Demonstrate** that the special conditions and circumstances do not result from the actions of the applicant.

I am asking for Variance due to the unusual circumstance of the way the property was constructed

4) **Demonstrate** that granting the variance (or waiver) requested will not confer on the applicant any special privilege that is denied by the Zoning Ordinance or Development Regulations to other lands, structures, or buildings in the same zoning district.

I am asking the board to grant my family the Variance, NOT any special privileges, so that we may enjoy outdoors of Snellville.

**Please Note:** Non-conforming uses of adjacent properties cannot be considered as grounds to justify a variance. Peculiar conditions or circumstances which are the result of actions of the owner of property covered by this application cannot be considered as grounds justifying a variance. A "use variance", i.e. a variance for the purpose of using land or a structure, or combination thereof for a purpose prohibited by the present zoning classification of the property covered by this application will not be granted.

**BOARD OF APPEALS CERTIFICATIONS**

In the event an owner's agent or contract purchaser is filing this application, both of the certifications below must be completed. If the owner is filing the application, only the Owner's Certification must be completed.

APPLICANT'S CERTIFICATION

The undersigned below, or as attached, is authorized to make this application. The undersigned is aware that, should this request be denied by Board of Appeals, no application affecting any portion of the same property shall be submitted less than twelve months from the date of denial.

(primary) Eric C. Lust 8/31/2020  
(secondary) Jaimie S. Lust 8-31-2020

Signature of Applicant Date  
Eric C. Lust  
Jaimie S. Lust  
Type or Print Name and Title

Notary Seal



Signature of Notary Public Date  
[Signature] 9-2-20

OWNER'S CERTIFICATION

The undersigned below, or as attached, is the owner of the property considered in this application. The undersigned is aware that, in granting any variance or waiver, the Board of Appeals may prescribe appropriate conditions and safeguards in conformity with the Zoning Ordinance and/or Development Regulations. 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 Zoning Ordinance and punishable under Section 16.3 of the Zoning Ordinance. Violation of such conditions and safeguards, when made a part of the terms under which the waiver is granted, shall be deemed a violation of the Development Regulations and punishable under Section 13.5.2 of the Development Regulations. If an application for a variance or waiver is denied by the Board of Appeals, a reapplication for such for such variance or waiver may not be made earlier than twelve (12) months from the date of the original application.

Check here if there are additional property owners and attach additional "Owner's Certification" sheets.

(Primary) Eric C. Lust 8/31/2020  
(secondary) Jaimie S. Lust 8-31-2020

Signature of Owner Date  
Eric C. Lust  
Jaimie S. Lust  
Type or Print Name and Title

Notary Seal



Signature of Notary Public Date  
[Signature] 9-2-20

After recording return to:  
SUNTRUST MORTGAGE, INC.  
[Company Name]  
RVW 5093  
[Name of Natural Person]  
1001 SEMMES AVENUE  
[Street Address]  
RICHMOND, VIRGINIA 23224  
[City, State Zip Code]

[Space Above This Line For Recording Data]

Loan No.: 0221233976

MIN: 100010402212339760

## SECURITY DEED

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated November 22, 2011, together with all Riders to this document.

(B) "Borrower" is ERIC S. LUST, JAIMIE S. LUST. Borrower is the grantor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the grantee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is SUNTRUST MORTGAGE, INC.. Lender is a corporation organized and existing under the laws of THE COMMONWEALTH OF VIRGINIA. Lender's address is 901 SEMMES AVENUE, RICHMOND, VA 23224.

(E) "Note" means the promissory note signed by Borrower and dated November 22, 2011. The Note states that Borrower owes Lender One Hundred Twenty Eight Thousand Four Hundred and 00/100ths Dollars (U.S. \$128,400.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than December 1, 2026

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."



**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS, with power of sale, the following described property located in the

**COUNTY** of **GWINNETT**  
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]  
**SEE ATTACHED SCHEDULE A**

which currently has the address of **1874 VICTORIAN CT**  
[Street]  
**SNELLVILLE**, Georgia **30078** ("Property Address"):  
[City] [Zip Code]

TO HAVE AND TO HOLD this property unto Lender and Lender's successors and assigns, forever, together with all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check,



EXHIBIT "A"  
LEGAL DESCRIPTION

All that tract or parcel of land lying and being in Land Lot 25 of the 5th District, Gwinnett County, Georgia, being Lot 7, Block A, Brookwood Station Subdivision, Unit One, as per plat recorded in Plat Book 12, page 270, Gwinnett County records, said plat being incorporated herein by reference thereto.

Check tag office wait times [here](#).

New date for property tax: Bills expected to be mailed Oct. 1 and due Dec. 1.

Chat



## ACCOUNT DETAIL

[View/Pay Your Taxes / Account Detail](#)

### Tax Account

**Mailing Address:**

LUST ERIC C & JAIMIE S  
1874 VICTORIAN CT  
SNELLVILLE, GA 30078-2777

[Change Mailing Address](#)

**SITUS:**

1874 VICTORIAN CT

**Tax District:**

SNELLVILLE

**Parcel ID**

R5025 258

**Property Type**

Real Property

**Last Update**

8/31/2020 8:20:53 AM

**Legal Description**

L7 BA BROOKWOOD STATION #1

### Tax Bills

Note: Four years of tax information is available online. Email [tax@gwinnettcountry.com](mailto:tax@gwinnettcountry.com) to request other years.

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2019	\$3,650.36	\$3,650.36	\$0.00	\$0.00	10/15/2019	\$0.00
<b>Total</b>						<b>\$0.00</b>

Tax Year	Net Tax	Total Paid	Penalty/Fees	Interest	Due Date	Amount Due
2018	\$3,666.56	\$3,666.56	\$0.00	\$0.00	10/15/2018	\$0.00
2017	\$3,155.22	\$3,155.22	\$0.00	\$0.00	10/15/2017	\$0.00
2016	\$3,135.40	\$3,135.40	\$0.00	\$0.00	10/15/2016	\$0.00
Total						\$0.00

Print Tax Bill

**Click to view and print your Aug 2019 tax bill.**

\* This bill is good through Oct 15, 2019 only.

Pay Now

No payment due for this account.

Schedule Payments

[Schedule Future Payments](#)

.....  
View or edit your Scheduled Payments [here](#)



Click [here](#) to cancel your Paperless Billing enrollment

1855 Oak Road  
Snellville, Ga.30078

8/22/2020

To whom it may concern,

My name is Dale Woods. I live directly behind the Lust residents. I have known Eric and Jaimie for 17 years. They have always been excellent neighbors. They have never encroached on my privacy and I would support them in rebuilding their deteriorating deck to a screened-in-porch.

Respectfully,

Dale woods

1884 Victorian Ct.

Snellville, Ga.30078

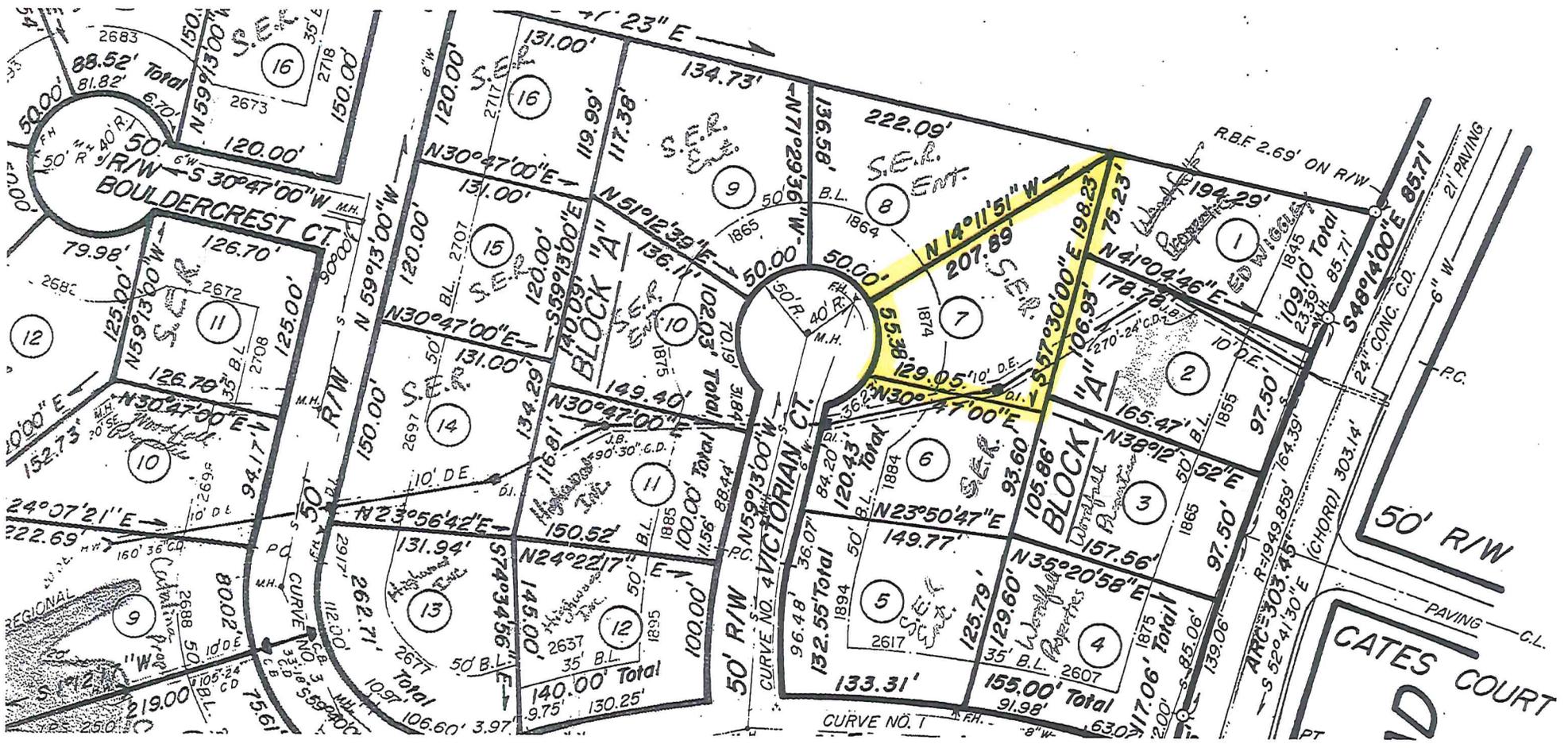
8/22/2020

To whom it may concern,

Our house is next store to the Lust residents. We have known Eric for 17 years and Jaimie for 32 years. They have been exceptional neighbors and we support them in their effort to rebuild a screen-in-porch.

Respectfully,

Dan and Martha Bowles





FRONT

Roof

Rafter  
TYP (22x)

1" 2x4"  
(2) 2x10x10'  
end joist  
(TYP)

29 spaced

2x16x10'  
(15x)

20'

Stairs

Footer

12" Ø TYP.

Ground

