



Marion County  
Board of County Commissioners

Growth Management • Zoning

2710 E. Silver Springs Blvd.  
Ocala, FL 34470  
Phone: 352-438-2675  
Fax: 352-438-2676

APPLICATION COMPLETE

DATE COMPLETED 6/18/24  
INITIALS OW

TENTATIVE MEETING DATES

P&Z PH 8/26/24

BCC/P&Z PH 9/17/24

RECEIVED

JUN 18 2024

Marion County  
Growth Service

APPLICATION FOR ZONING CHANGE

Application No.: \_\_\_\_\_

The undersigned hereby requests a zoning change of the Marion County Land Development Code, Article 4. Zoning, on the below described property and area, from R-4 to R-1, for the intended use of: Building a guest house via R4 to R1 rezone.

Legal description: (please attach a copy of the deed and location map)

Parcel account number(s): 13960-001-00

Property dimensions: Front 153.0 Depth 153.0 Total acreage: 0.59 acres

Directions: From N Hwy 441 turn (D) on NW 35th St, (E) on 20th Ave, on (E)

List any adjoining lots owned by applicant: NA

The property owner must sign this application unless he has attached written authorization naming an agent to act on his/her behalf.

Theresa Blue  
Property owner name (please print)

3801 NW 20th Ave

Mailing address

Ocala, FL 34475

City, state, zip code

(352) 216-9222

Phone number (please include area code)

Email Address: theresablue101@gmail.com

Theresa Blue

Signature

Theresa Blue  
Applicant or agent name (please print)

Same

Mailing address

City, state, zip code

Phone number (please include area code)

Signature

Please note: the zoning change will not become effective until 14 days after a final decision is made by the Marion County Board of County Commissioners. The owner, applicant or agent is encouraged to attend the public hearing where this application will be discussed. If no representative is present and the board requires additional information, the request may be postponed or denied. Notice of said hearing will be mailed to the above-listed address(es). All information given by the applicant or agent must be correct and legible to be processed. The filing fee is \$1,000.00, and is non-refundable. For more information, please contact the Zoning Division at 352-438-2675.

\*\*\*\*\*

FOR OFFICE USE ONLY

RECEIVED BY: OW DATE: 6/18/24 ZONING MAP NO.: 160

LAND USE: HR ZONING: R-4 SEC/TWP/RGE: 36L14L21

PROJECT: 2024060043 "Meeting Needs by Exceeding Expectations"

AR: 31683

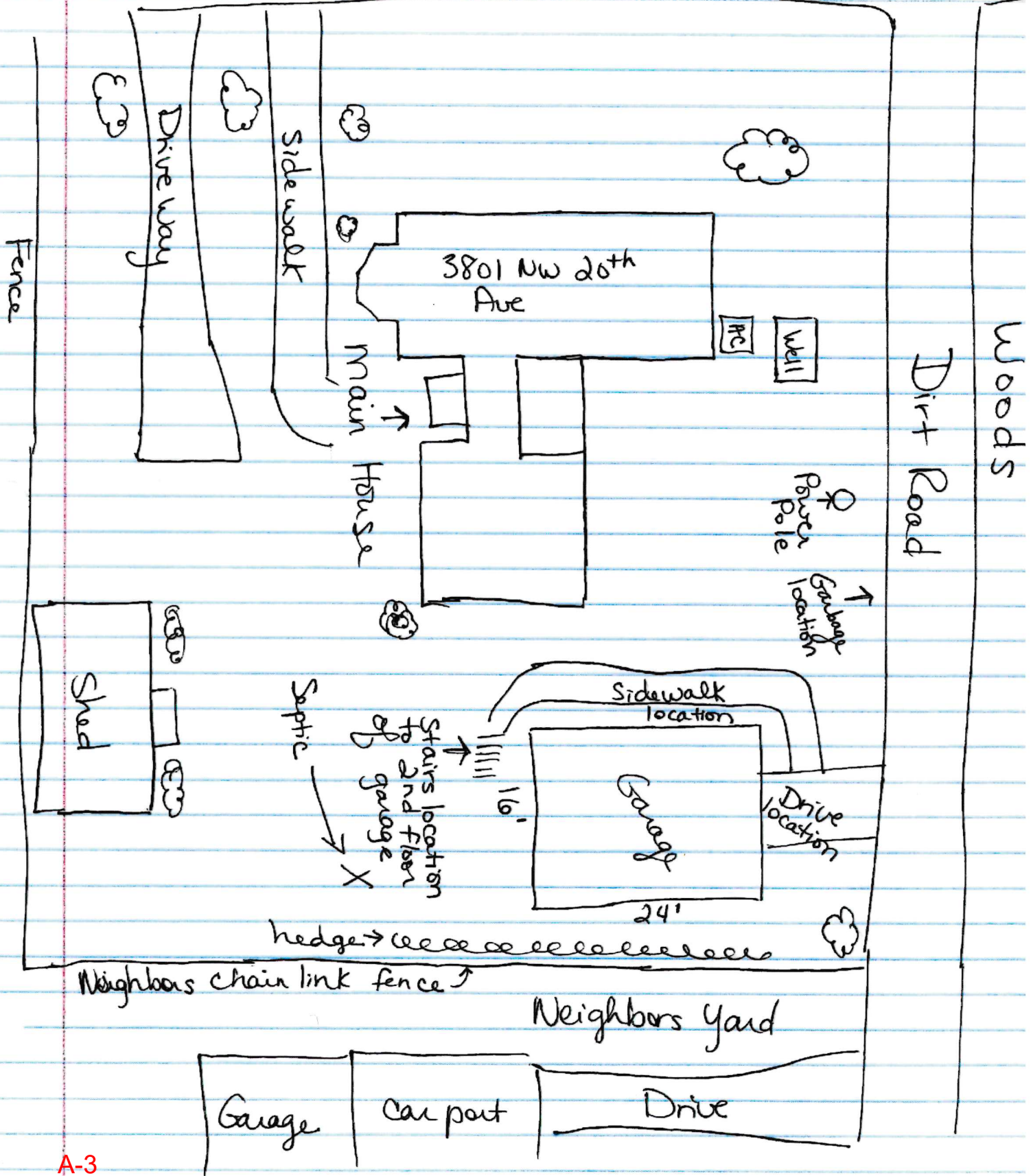
www.marioncountyfl.org

A-2



Woods

Dirt Road 20th Ave.



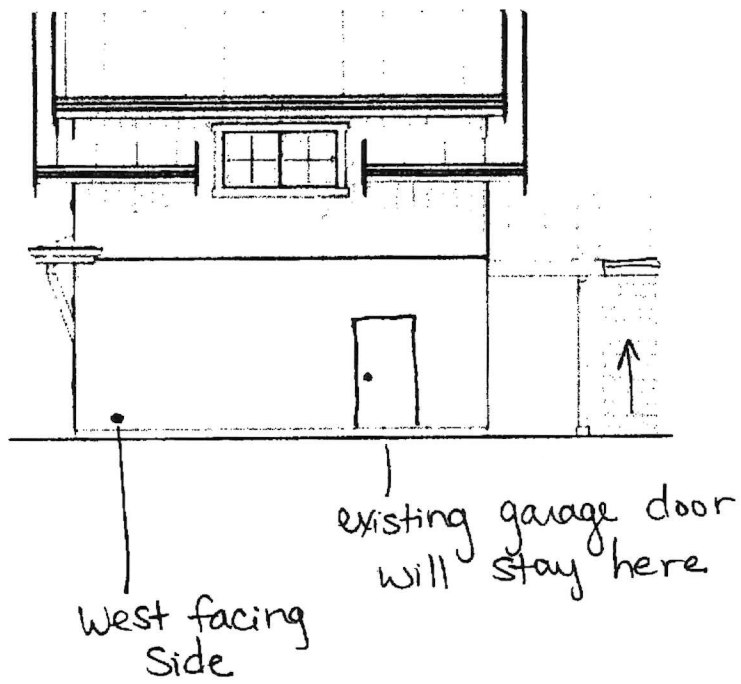
Attachment A

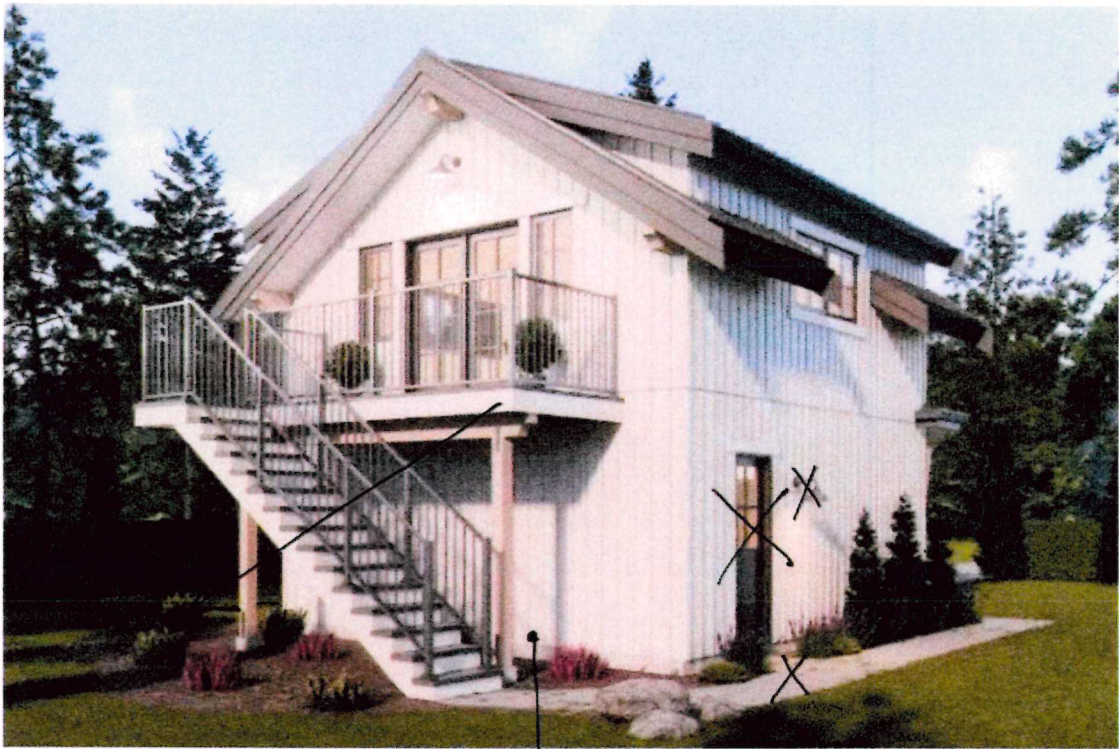


North facing side

There will not be a  
Sidewalk on the east  
Side of the building.

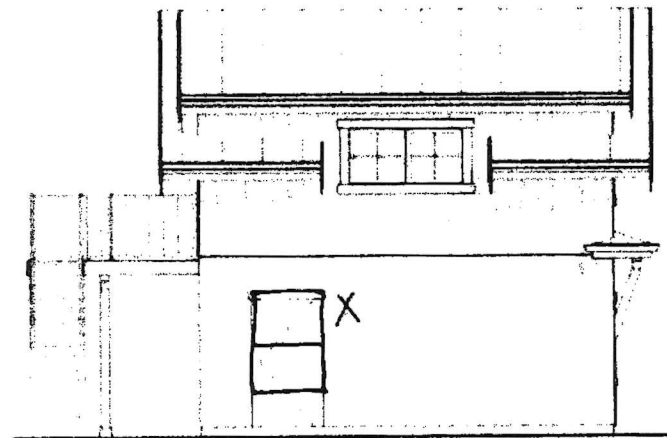




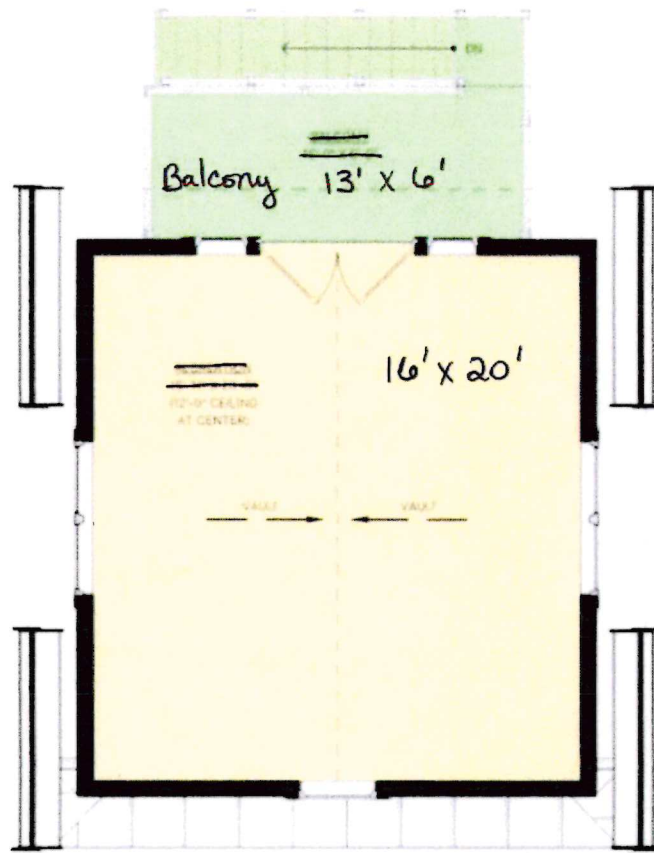


South facing side  
Stairs will be reversed.



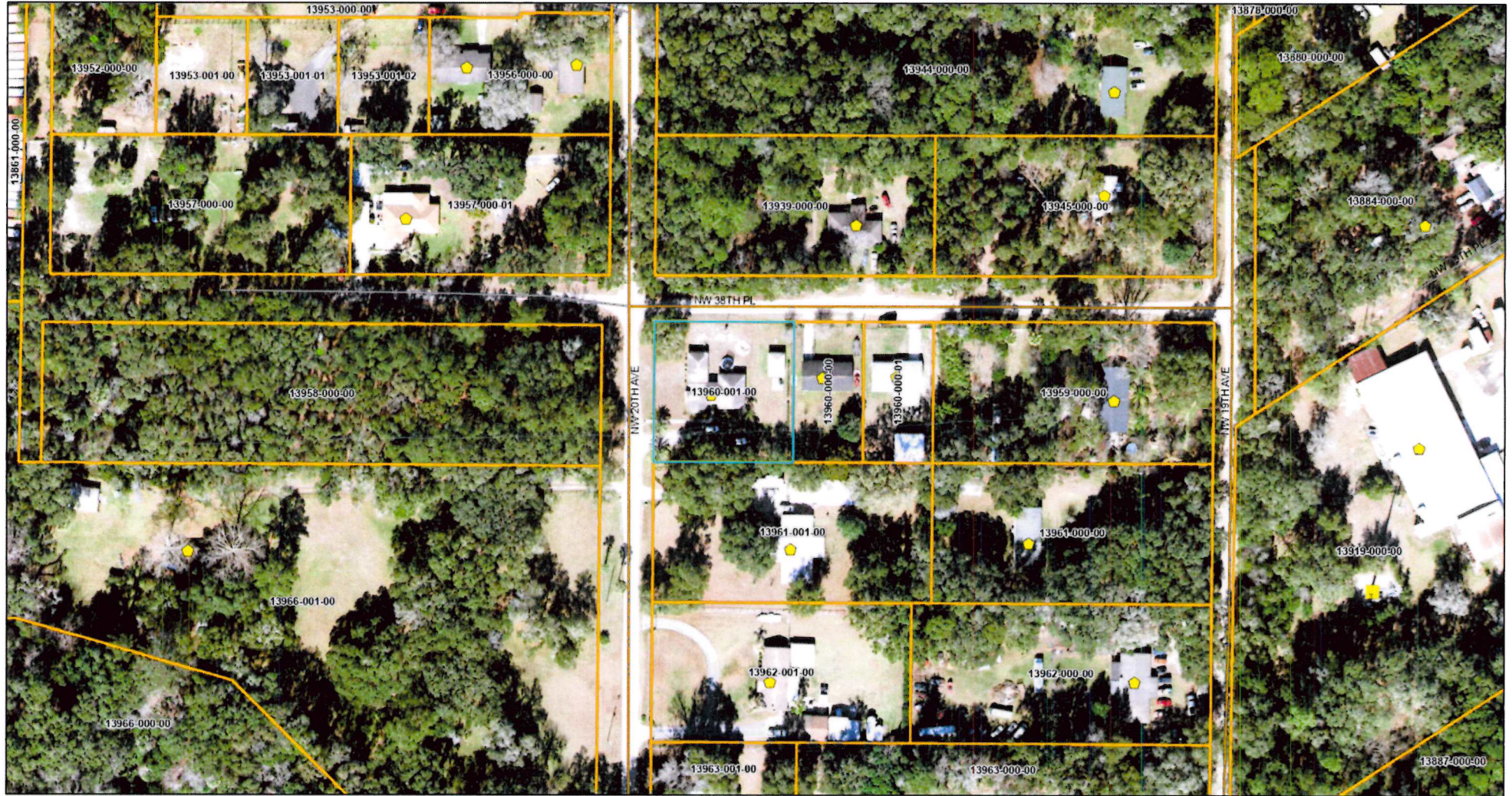


↑  
Existing window on East side  
of building will stay.



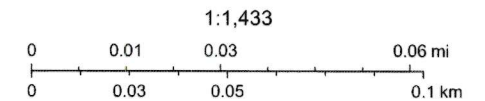


# MCBCC Interactive Map - Internal



6/18/2024, 7:22:25 AM

- |                       |               |                         |               |
|-----------------------|---------------|-------------------------|---------------|
| Parcels Labels        | No Address    | County Road Maintenance | Aerial2023    |
| Parcels               | Tower         | OCE Maintained Unpaved  | Red: Band_1   |
| Address Points        | Marion County | Not Maintained          | Green: Band_2 |
| Structure - Addressed |               | Streets                 | Blue: Band_3  |



Marion County IT GIS Team, Marion County Property Appraiser, Esri Community Maps Contributors, Marion County Property Appraiser, FDEP, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc. METI/NASA, USGS, EPA, NPS.

MCBCC IT/GIS

FOR INTERNAL COUNTY USE ONLY: MAY CONTAIN CONFIDENTIAL INFORMATION. IMPROPER DISCLOSURE MAY RESULT IN CRIMINAL PENALTIES (F.S.119.10).



## Letter of Request

Extent of zone change requested:

I am requesting a zone change from R4 to R1 for the purpose of building a guest house.

Owner: Theresa Blue

Address: 3801 NW 20<sup>th</sup> Avenue

Ocala, Florida 34475



### Written Findings of Fact

- 1.) Ingress and egress: This is currently a one-story garage that will be converted into two-stories with the top floor being a guest apartment. You will be able to enter/exit onto the balcony, which leads to the stairs and ground level. Windows will be of the minimum required size or larger to allow for escape during a fire or natural disaster. There will be two windows leading to the balcony as well as the front door. A rope ladder can be available if required.

The property is .53 acres, and the building is a detached garage that sits at the back of the property. The property is on a corner and so the garage is next to the side road and very easily accessible. There is ample room for firetrucks or other personnel if ever needed.

There will be a parking spot to the north of the building and a sidewalk leading from the parking spot to the stairwell.

- 2.) A parking space will be located north of the building for convenience. My father parked his truck in this location for over 40 years. He recently passed. Parking in this space will in no way hinder the surrounding area or properties. The standards of the neighborhood are also low as the neighborhood consists of dirt roads and is run-down. There are houses with caved in roofs that need to be condemned and roads that are nearly impassable from trees growing into the streets.

- 3.) Garbage will be disposed of at the curbside with the rest of the household refuse as usual. There will not be a new location as the current location is equidistant from the main house and the location of the garage. I cannot smell my neighbor's garbage from where my garbage sits at the curb and vice versa.

My garage is adjacent to my closest neighbor's garage, which will insulate noise transfer. My neighbor across the side street plays very loud music at night that shakes my bedroom walls. I am a respectable law-abiding citizen that appreciates the rule of law and am not a burden. In fact, I commonly clean up the neighborhood by picking up multiple 32 gallon bags worth of garbage and mowing common areas that the county has abandoned.

- 4.) Water is from the well located on the north side of the property and will be on the same meter as existing. The electric pole is also on the north side of the property. Electricity will be run underground to the guest house and may or may not be separate from the existing house, depending on the cost involved to add a separate meter.
- 5.) A fence or shrubs can be installed for privacy from the neighbor if required. There is currently a chain link fence between the properties and a hedge. There is no

dissimilar use at adjacent properties. They are both single family residential homes. Most of the neighboring properties are already zoned R1.

- 6.) Exterior lighting would face my existing house, not the neighbors house. There are no windows in the main house that face where this guest house would be located above the garage, so glare would not be an issue for anyone. The neighbor across the street has a utility pole light that does shine into two of our main house bedrooms at night. We installed black out curtains.

There is no traffic safety issue. The economic effects of this project would only benefit neighbors by bringing up property values. Again, this is a run-down neighborhood. Two of my next-door neighbors have been my neighbors for over 40 years; this building will not hinder the harmony with surrounding properties.

- 7.) I do not see that any provisions for general compatibility with adjacent properties are needed. Every house is a different style. Neighbors are from quite different socio-economic classes. I am open to hearing and complying with any provisions that zoning may suggest or require.
- 8.) Provisions will be made for any special requirements found on site analysis.

Owner: Theresa Blue

Address: 3801 NW 20<sup>th</sup> Avenue

Ocala, Florida 34475



Jimmy H. Cowan, Jr., CFA

## Marion County Property Appraiser



501 SE 25th Avenue, Ocala, FL 34471 Telephone: (352) 368-8300 Fax: (352) 368-8336

2024 Property Record Card  
Real Estate

13960-001-00

[GOOGLE Street View](#)

Prime Key: 264733

[Beta MAP IT+](#)

Current as of 6/18/2024

[Property Information](#)BLUE THERESA MICHELLE  
3801 NW 20TH AVE  
OCALA FL 34475-3400[Taxes / Assessments:](#)

Map ID: 160

[Millage:](#) 9001 - UNINCORPORATED[M.S.T.U.](#)[PC:](#) 01

Acres: .53

Situs: Situs: 3801 NW 20TH AVE  
OCALA[2023 Certified Value](#)

Land Just Value	\$9,540		
Buildings	\$243,035		
Miscellaneous	\$2,822		
Total Just Value	\$255,397		
Total Assessed Value	\$106,636	Impact	
Exemptions	(\$50,000)	<a href="#">Ex Codes:</a> 01 38	(\$148,761)
Total Taxable	\$56,636		
School Taxable	\$81,636		

[History of Assessed Values](#)

Year	Land Just	Building	Misc Value	Mkt/Just	Assessed Val	Exemptions	Taxable Val
2023	\$9,540	\$243,035	\$2,822	\$255,397	\$106,636	\$50,000	\$56,636
2022	\$6,890	\$214,777	\$2,822	\$224,489	\$103,530	\$50,000	\$53,530
2021	\$6,890	\$150,580	\$2,587	\$160,057	\$100,515	\$50,000	\$50,515

[Property Transfer History](#)

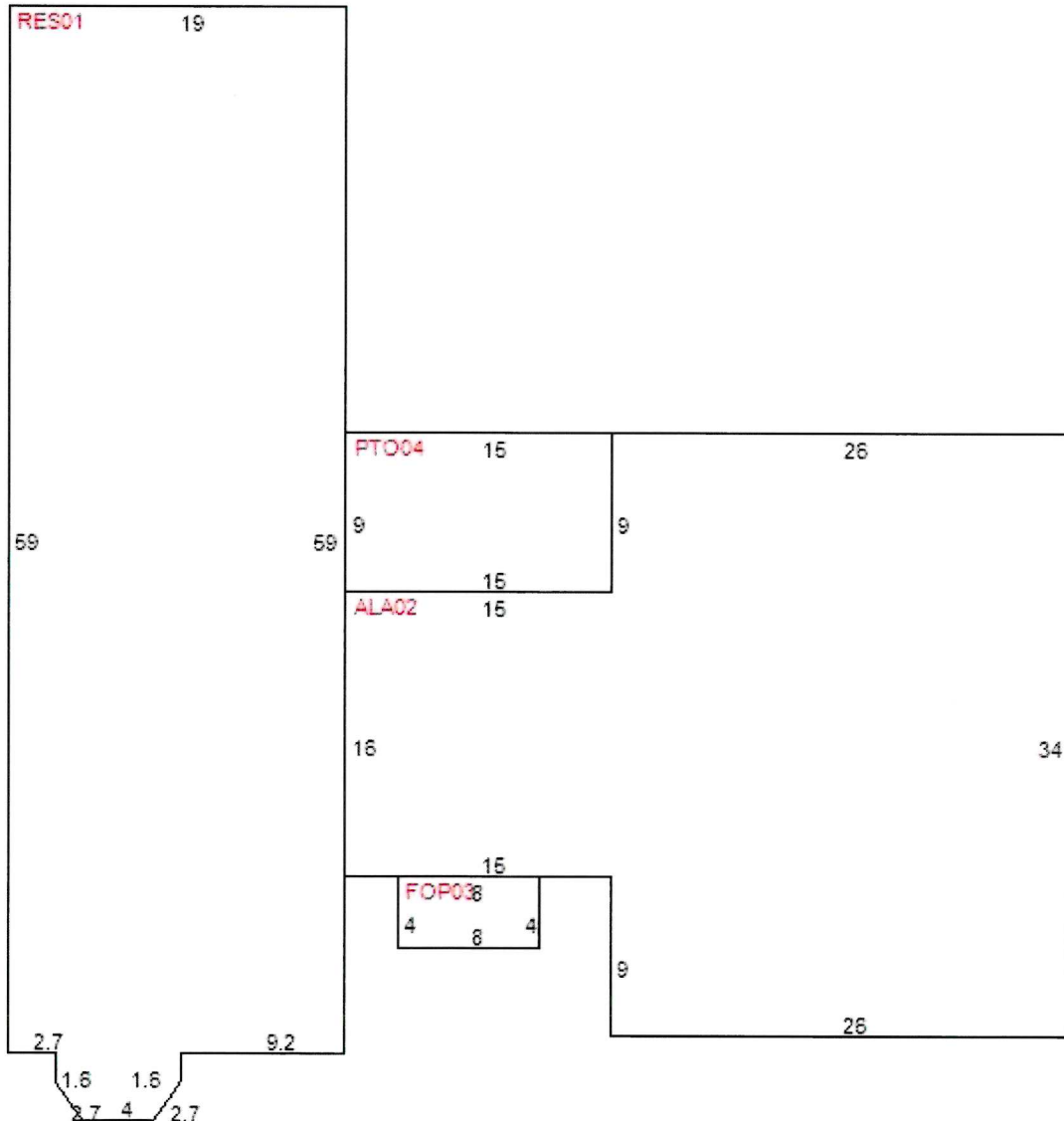
Book/Page	Date	Instrument	Code	Q/U	V/I	Price
<a href="#">3637/0123</a>	01/2004	05 QUIT CLAIM	0	U	I	\$100
<a href="#">2781/2006</a>	04/2000	76 MAR CER	0	U	I	\$100
<a href="#">1952/0779</a>	08/1993	05 QUIT CLAIM	0	U	I	\$100
<a href="#">1951/1788</a>	08/1993	61 FJDGMNT	0	U	I	\$100
<a href="#">SA91/0374</a>	12/1991	EI E I	0	U	I	\$3,138
<a href="#">IM90/0148</a>	11/1990	EI E I	0	U	I	\$3,138
<a href="#">1352/0060</a>	05/1986	05 QUIT CLAIM	0	U	I	\$100

[Property Description](#)

A-13

Land Data - Warning: Verify Zoning

## Traverse



**Improvement** 1F - SFR- 01 FAMILY RESID  
**Effective Age** 4 - 15-19 YRS  
**Condition** 0  
**Quality Grade** 600 - AVERAGE  
**Inspected on** 9/29/2023 by 222

**Year Built** 1989  
**Physical Deterioration** 0%  
**Obsolescence: Functional** 0%  
**Obsolescence: Locational** 0%  
**Architecture** 0 - STANDARD SFR  
**Base Perimeter** 312

TypeID	Exterior Walls	Stories	Year Built	Finished Attic	Bsmt Area	Bsmt Finish	Ground Floor Area	Total Flr Area
RES 0134 -	WD FRAME-STUCO	1.00	1989	N	0 %	0 %	1,145	1,145
ALA 0234 -	WD FRAME-STUCO	1.00	2015	N	0 %	0 %	1,124	1,124
FOP 0301 -	NO EXTERIOR	1.00	2015	N	0 %	0 %	32	32
PTO 0401 -	NO EXTERIOR	1.00	2015	N	0 %	0 %	135	135

**Section: 1**

<b>Roof Style:</b> 10 GABLE <b>Roof Cover:</b> 08 FBRGLASS SHNGL <b>Heat Meth 1:</b> 20 HEAT PUMP <b>Heat Meth 2:</b> 00 <b>Foundation:</b> 7 BLK PERIMETER <b>A/C:</b> Y	<b>Floor Finish:</b> 42 CERAMIC/PORCELAIN TILE <b>Wall Finish:</b> 16 DRYWALL-PAINT <b>Heat Fuel 1:</b> 10 ELECTRIC <b>Heat Fuel 2:</b> 00 <b>Fireplaces:</b> 0	<b>Bedrooms:</b> 2 <b>4 Fixture Baths:</b> 0 <b>3 Fixture Baths:</b> 1 <b>2 Fixture Baths:</b> 0 <b>Extra Fixtures:</b> 2 <b>Blt-In Kitchen:</b> Y <b>Dishwasher:</b> N <b>Garbage Disposal:</b> N <b>Garbage Compactor:</b> N <b>Intercom:</b> N <b>Vacuum:</b> N
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Miscellaneous Improvements

Type	Nbr	Units	Type	Life	Year In	Grade	Length	Width
190 SEPTIC 1-5 BTH	1.00		UT	99	1971	1	0.0	0.0
256 WELL 1-5 BTH	1.00		UT	99	1971	1	0.0	0.0
UDU UTILITY-UNFINS	384.00		SF	40	1982	1	16.0	24.0
UDU UTILITY-UNFINS	120.00		SF	40	1982	1	10.0	12.0
114 FENCE BOARD	232.00		LF	10	1988	4	0.0	0.0
159 PAV CONCRETE	300.00		SF	20	1988	3	0.0	0.0

Appraiser NotesPlanning and Building\*\* Permit Search \*\*

Permit Number	Date Issued	Date Completed	Description
2005111107	11/11/2005	4/27/2015	ADDITONAL KITCHEN, LAUNDRY,2 BEDRMS 1 BATH



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY

DATE: 02/09/2004 03:21:05 PM

FILE #: 2004016790 OR BK/PG 03637/0123

RECORDING FEES 10.50

DEED DOC TAX 22.40

pm

LF298-04  
R298-04

## QUITCLAIM DEED

THIS QUITCLAIM DEED, executed this 29<sup>th</sup> day of January, 2004,  
by first party, Grantor, Jeanne A. Pearson  
whose post office address is 3003 Douglas Blvd. Jeffersonville, IN 47130  
to second party, Grantee, Theresa Michelle Blue  
whose post office address is 3801 NW 20 Ave Ocala, Florida 34475

RECORD AND  
RETURN TO

WITNESSETH, That the said first party, for good consideration and for the sum of  
Zero Dollars (\$0.00—)  
paid by the said second party, the receipt whereof is hereby acknowledged, does hereby remise, release  
and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first  
party has in and to the following described parcel of land, and improvements and appurtenances thereto in  
the County of Marion, State of Florida to wit:

Property Appraiser's Parcel Id. Number 13960-001-00.  
The Western one-half of the Western one-half of Lot 4,  
Block F, Homeacres Subdivision, as per plat thereof  
recorded in Plat Book D, page 5, Marion County. .53 Acres  
Sec 36 TWP 14 RGE 21

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day and year first above written. Signed, sealed and delivered in presence of:

Lee Wayne Blue Jr.  
Signature of Witness

Lee Wayne Blue Jr.  
Print name of Witness

Lee Wayne Blue Jr.  
Signature of Witness

Lee Wayne Blue Jr.  
Print name of Witness

Jeanne A. Blue Pearson  
Signature of First Party

Jeanne A. Blue Pearson  
Print name of First Party

\_\_\_\_\_  
Signature of First Party

\_\_\_\_\_  
Print name of First Party

State of IN  
County of CLARK }

On FEB 2, 2004 before me,  
appeared JEANNE A. BLUE PEARSON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Carla K Stites  
Signature of Notary

Affiant Known ☒ Produced ID  
Type of ID IN Driver's License  
(Seal)

State of \_\_\_\_\_  
County of \_\_\_\_\_ }  
On \_\_\_\_\_ before me,

appeared

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Signature of Notary

Affiant Known ☐ Produced ID  
Type of ID \_\_\_\_\_  
(Seal)

\_\_\_\_\_  
Signature of Preparer

\_\_\_\_\_  
Print Name of Preparer

\_\_\_\_\_  
Address of Preparer

LOAN #: 30781802131579  
MIN: 1007560-0000469205-3

## NOTE

March 16, 2018  
[Date]

Independence,  
[City]

Ohio  
[State]

3801 NW 20th Ave, Ocala, FL 34475  
[Property Address]

## 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$126,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Nations Lending Corporation, a Corporation.

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

## 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 4.875 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

## 3. PAYMENTS

## (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on May 1, 2018.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on April 1, 2048, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 4 Summit Park Drive, Suite 200  
Independence, OH 44131

or at a different place if required by the Note Holder.

## (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$661.51.

## 4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

## 5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

## 6. BORROWER'S FAILURE TO PAY AS REQUIRED

## (A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

## (B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

## (C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

## (D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

Initials:





LOAN #: 30781802131579

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

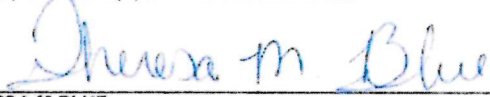
If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**11. DOCUMENTARY TAX**

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

  
 THERESA M BLUE (Seal)

Lender: Nations Lending Corporation  
 NMLS ID: 32416  
 Broker:  
 NMLS ID: 32416  
 Loan Originator: Gregory Paul Godin  
 NMLS ID: 1173496

[Sign Original Only]  
 Initials: 

