



AGENDA
PLANNING COMMISSION
CITY OF PORT ORANGE

Meeting Date: Thursday, August 22, 2019

Time: 5:30 PM

Type of Meeting: Regular

Location: Council Chambers
City Hall, 1000 City Center Circle

A. CALL TO ORDER

1. Pledge of Allegiance
2. Silent Invocation
3. Roll Call

B. DISCUSSION/ACTION

4. Consideration of Minutes
5. APPLICATION: Variance/1490 Taylor Road
CASE NO. : 19-90000005
LOCATION: 1490 Taylor Road
STAFF CONTACT: Briana Conlan-King, Senior Planner (386) 506-5676/brking@port-orange.org
APPLICANT: Vineyards Homeowners Association; 1190 Pelican Bay Drive, Daytona Beach, FL 32119

A request by the applicant for variances from the Land Development Code to 1) reduce the minimum shade tree planting requirement for a right-of-way landscape buffer along Taylor Road; and 2) reduce or waive the required number of replacement trees or replacement tree mitigation payment for the removal of trees within a required buffer.

6. APPLICATION: PUD Amendment/Colony in the Wood Planned Unit Development Amended and Restated Master Development Agreement and Conceptual Development Plan
CASE NO. : 19-40000003
LOCATION: 4000 Clyde Morris Boulevard
STAFF CONTACT: Penelope Cruz, Planning Manager (386) 506-5671/pcruz@port-orange.org
APPLICANT: Dan Gibbs; 1800 Parkway Place, Suite 700, Marietta, GA 30067

A request by the applicant to amend and restate the Colony in the Wood Planned Unit Development (PUD) Master Development Agreement (MDA) to allow for up to 19 additional mobile home units to be built in the Colony in the Wood mobile home park.

7. APPLICATION: Small-Scale Future Land Use Map Amendment/1793 Taylor Road
CASE NO. : 19-20000004
LOCATION: 1793 Taylor Road
STAFF CONTACT: Penelope Cruz, Planning Manager (386) 506-5671/pcruz@port-orange.org
APPLICANT: Glenn D. Storch; 420 South Nova Road, Daytona Beach, FL 32114

A request by the applicant to amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ±1.68 acres, located at 1793 Taylor Road, from Public/Institutional to Rural Transition (0-2 units/acre).

8. APPLICATION: Rezoning/Cracker Creek (1815, 1789, 1793, and 1795 Taylor Road)
CASE NO. : 19-60000005
LOCATION: 1815, 1789, 1793, and 1795 Taylor Road
STAFF CONTACT: Gwen Perney, Senior Planner (386) 506-5673/gperney@port-orange.org
APPLICANT: Glenn D. Storch; 420 South Nova Road, Daytona Beach, FL 32114

A request by the applicant to rezone ±53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Rural Residential (RR), Recreation (REC) and Flood-Plain Conservation (F-C).

C. OTHER BUSINESS

9. Commissioner Comments
10. Staff Comments

D. PUBLIC COMMENTS

E. ADJOURNMENT

ANY PERSON WHO DECIDES TO APPEAL ANY DECISION MADE BY THE **PLANNING COMMISSION** WILL NEED A RECORD OF THE PROCEEDINGS, AND FOR SUCH PURPOSE HE OR SHE MAY NEED TO ENSURE AT HIS OR HER OWN EXPENSE FOR THE TAKING AND PREPARATION OF A VERBATIM RECORD OF ALL TESTIMONY AND EVIDENCE OF THE PROCEEDINGS UPON WHICH THE APPEAL IS TO BE BASED. **NOTE:** IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS AN ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT THE CITY CLERK FOR THE CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129, TELEPHONE NUMBER 386-506-5563, CITYCLERK@PORT-ORANGE.ORG, AS FAR IN ADVANCE AS POSSIBLE, BUT PREFERABLY WITHIN 2 WORKING DAYS OF YOUR RECEIPT OF THIS NOTICE OR 5 DAYS PRIOR TO THE MEETING DATE. IF YOU ARE HEARING OR VOICE IMPAIRED, CONTACT THE RELAY OPERATOR AT 7-1-1 or 1-800-955-8771. UPON REQUEST BY A QUALIFIED INDIVIDUAL WITH A DISABILITY, THIS DOCUMENT WILL BE MADE AVAILABLE IN AN ALTERNATE FORMAT. IF YOU NEED TO REQUEST THIS DOCUMENT IN AN ALTERNATE FORMAT, PLEASE CONTACT THE CITY CLERK WHOSE CONTACT INFORMATION IS PROVIDED ABOVE.

REGULAR PLANNING COMMISSION MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 25, 2019

THE REGULAR PLANNING COMMISSION MEETING of the City of Port Orange was called to order by Chairman Jordan at 5:30pm.

Pledge of Allegiance

Silent Invocation

Roll Call

Present: John Junco
Maria Mills-Benat
Newton White
Darrel “Bo” Bofamy
Lance Green
Stan Schmidt
Thomas Jordan, Chairman

Also Present: Matthew Jones, Deputy City Attorney
Shelby Field, Assistant City Clerk

B. DISCUSSION/ACTION

4. Consideration of Minutes

Motion to approve the minutes as presented from June 27, 2019 was made by Commissioner Bofamy and Seconded by Commissioner White. Motion carried unanimously by roll call vote.

Chairman Jordan read the voting conflict forms from Commissioner Green and Commissioner Schmidt into the record. They are both declaring a conflict on Item #5 of this agenda.

5. Case No. 19-65000001

PCD Rezoning/The Palms at Ashton Lakes PCD
Southeast corner of S. Williamson Boulevard and Oakwater Lane

A request by the applicant to rezone ±18.72 acres from Cypress Head Planned Commercial Development (PCD) to The Palms at Ashton Lakes PCD and approval of The Palms at Ashton Lakes PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to allow for the development of a 167-bed assisted living facility (ALF) and a future commercial outparcel.

STAFF CONTACT: Gwen Perney, (386) 506-5673 gperney@port-orange.org

Penelope Cruz, Planning Manager, presented the staff report for the proposed rezoning and answered questions from the Commissioners.

Mark Watts, attorney for the applicant, introduced himself and the other representatives for the project.

Bill Maggard, Project Manager for NexCore Group, provided a presentation and answered questions from Commissioners. They are focused on the quality of healthcare and keeping seniors active and happy.

Jami Mohlenkamp, Oz Architecture, spoke about their desire to provide a good quality of life to seniors.

Matthew West, LTG Incorporated, spoke about the potential traffic benefits that would come from this designation rather than a shopping center that is allowed under the current zoning designation.

Mr. Maggard spoke about a few of the concerns they received from the neighborhood meeting, such as the landscape buffer and pedestrian safety, and how they would address these issues.

Commissioner Bofamy inquired about the outcome of the neighborhood survey. Mr. Watts responded that his understanding was this is a less intense use of the property, but citizens seem to be concerned about the initial location of the access drive on Oakwater and pedestrian safety.

Commissioner Green agrees this is less of a traffic impact than the current designation but believes the landscape buffer needs to be bigger and doesn't like the connection/exit on Oakwater, he would rather it be a right turn in only.

Commissioner White agrees about the right turn in only option for Oakwater if there must be an entrance at all. He is concerned with the number of parking spaces and would like to see more.

Commissioner Schmidt asked about the location of the Oakwater exit and if that is their only entrance/exit or if one can be on Williamson. Mrs. Cruz responded that due to the roadway classifications of Oakwater and Williamson, the LDC requires the sole access to be from the lower classified road (Oakwater) to prevent stopping traffic on the thoroughfare road, and that they are already going above the code by providing access on both. She also informed the Commissioners the Oakwater entrance/exit is required by public safety.

Commissioner Mills-Benat suggested sidewalk stamping on the Williamson entrance/exit as well for pedestrian traffic.

Arlene Fiore, citizen, understands the original designation in 1991 for the Oakwater exit but doesn't believe it's still necessary. She spoke on behalf of Ashton Lakes and is requesting at least to make the road emergency vehicles only if they must have it.

Walter Smiths, President of Ashton Lakes HOA, believes the additional parking could go on the eliminated second access point on Oakwater. He would like a left turn signal to turn onto

Oakwater from Williamson and would like to see stop signs on the Oakwater and Williamson entrance/exits put in. Mr. Smiths is also in favor of the increased buffer.

Richard Fiore, citizen, asked about the size of the buildings allowed on site. He inquired about putting a buffer between the project and the Ashton Lakes subdivision entrance.

Jenette Powells, citizen, has safety concerns about the senior citizens with dementia who would live there and would like a buffer to block the view of other buildings and the temptation to wander away from the facility.

Robert Meyers, citizen, discussed the traffic in their neighborhood when school starts and noted some difficulties that could arise taking care of the property maintenance with the changes in traffic.

Jeremy Fairs, citizen, also touched on the Oakwater exit and would like to see some of the natural buffer stay.

Anthony Leva, citizen, believes Port Orange has gotten too big and has too much congestion now. He would like to see some of the natural habitat remain.

Steve Hagberg, citizen, is concerned about traffic coming through the residential areas.

Commissioner Junco spoke about the traffic concerns from the citizens and believes an assisted living facility would provide less traffic then what the property is currently zoned for.

Commissioner Mills-Benat agrees with Commissioner Junco and stated this parcel is going to be developed no matter what and would rather see an assisted living facility than a shopping center.

Commissioner Bofamy asked Mrs. Cruz what could be developed on the property if this is not approved. She answered that it has Commercial Future Land Use and Zoning already so anything commercial, such as shopping centers could be possible.

Commissioner Green would like to see a few things; the landscape buffer on Oakwater looked at, a left turn light onto Oakwater, and emergency access only on Oakwater.

Commissioner White spoke on the current traffic manual and standards for a road and how they are not what the community wants.

Chairman Jordan also spoke about the traffic, but how it primarily comes from the projects around it.

Motion to approve case 19-65000001 was made by Commissioner Junco and Seconded by Commissioner Bofamy. Motion carried 5-0-2 by roll call vote with Commissioner Green and Commissioner Schmidt abstaining.

6. CASE NO. 19-60000004
Rezoning/6015 Spruce Creek Road
Southeast corner of Central Park Boulevard and Spruce Creek Road

A request by applicant to rezone ±7.58 acres from Single-family Residential (R-10SF) to Government/Public Use (GPU).

STAFF CONTACT: Briana Conlan-King, (386) [506-5676 brking@port-orange.org](mailto:506-5676_brking@port-orange.org)

Briana Conlan-King, Senior Planner, discussed details of the proposed rezoning and answered questions from the Commissioners.

Commissioners are concerned about the noise from the outdoor amphitheater.

Scott Kirschner, applicant, spoke to the Commissioners about the desire for a church at this location and answered questions from Commissioners.

Commissioner Mills-Benat spoke highly of Mr. Kirschner's involvement in the community.

Harry Newkirk, Newkirk Engineering, addressed commissioner concerns about preserving the historic trees on site.

Mrs. Cruz informed the Commission about the noise ordinance in residential areas.

Mr. Kirschner informed the Commission he has no desire to turn the outside area into a big concert venue but more like a community gathering place highlighting the natural landscape.

Jennifer Legaf, citizen, is in favor of the potential project.

Motion to approve case 19-60000004 was made by Commissioner Mills-Benat and Seconded by Commissioner Bofamy. Motion carried unanimously by roll call vote.

7. CASE NO. 18-50000002
Subdivision Plat & Plans/Springs at Port Orange
5410 S. Williamson Blvd., located on the southwest side of S. Williamson Blvd., north of Summer Trees Road

A request by the applicant to subdivide ±29.5 acres into three (3) lots.

STAFF CONTACT: Penelope Cruz, (386) 506-5671 pcruz@port-orange.org

Mrs. Cruz discussed details of the plan and answered questions from the Commissioners.

Commissioner White is concerned about the traffic this could produce.

Luke Kilic, Project Manager, gave more information on the project and answered questions from Commissioners.

Motion to approve case 18-50000002 with staff recommendations as presented and subject to city attorney review was made by Commissioner Mills-Benat and Seconded by Commissioner Junco. Motion carried unanimously by roll call vote.

8. CASE NO. 19-40000004

PCD Amendment/First Amendment to the Riverwalk Amended and Restated MDA and CDP East side of Ridgewood Avenue, between Orange Avenue and Herbert Street

A request by the applicant for approval of the First Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) to defer the completion date for certain site improvements in Phase 1 and defer recording of the Riverwalk subdivision plat to September 20, 2020. There is no proposed change to the September 20, 2019, completion date for the 23-foot public trail and park.

STAFF CONTACT: Penelope Cruz, (386) 506-5671 pcruz@port-orange.org

Tim Burman, Community Development Director, discussed the request to change the completion of the parking lot and recording dates and answered questions from Commissioners.

Jeff Brock, representative for the applicant, spoke regarding the request and answered questions from Commissioners.

Scott Toban, S.A.T Development, addressed some of the permitting issues they are having to demolish the building on the property.

Parker Mynchenberg, Parker Mynchenberg & Associates, spoke about the work that has been done so far and the only thing they are asking for which is to extend the timing of the parking lot.

Motion to approve case 19-40000004 as presented was made by Commissioner Junco and Seconded by Commissioner Mills-Benat. Motion withdrawn.

Chairman Jordan would like to see a limit on how long the City Manager can grant for an extension to prevent longer construction delays.

Commissioner White suggested a maximum of a 60-day extension.

Motion to approve case 19-40000004 with a recommendation to Council that the City Manager's discretion on extensions be limited to a 60-day period was made by Commissioner

*White and Seconded by Commissioner Bofamy.
Motion carried unanimously by roll call vote.*

Chairman Jordan called a 2-minute recess at 7:43 pm

9. CASE NO. 19-25000002
LDC Text Amendment/Chapters 2, 17, and 18

A request for approval of an amendment to the Land Development Code (LDC) Chapters 2, 17, and 18, to address zoning for contractor businesses and motor vehicle sales as part of an effort to update the LDC.

STAFF CONTACT: Penelope Cruz, (386) 506-5671 pcruz@port-orange.org

Mrs. Cruz discussed the request for an amendment to the LDC and answered questions from the Commissioners.

Motion to approve case 19-25000002 with a recommendation to amend chapter 18, section 4, subsection 5.12c to change the landscape buffer for the storage yard only from a 10-foot buffer to a 20-foot buffer was made by Commissioner Bofamy and Seconded by Commissioner Mills-Benat. Motion carried unanimously by roll call vote.

10. CASE NO. 19-60000006
Administrative Rezoning/415 Herbert Street
415 Herbert Street

A request to rezone ± 0.64-acres from Commercial Industrial (CI) to Government/Public Use (GPU).

STAFF CONTACT: Penelope Cruz, (386) 506-5671 pcruz@port-orange.org

Mrs. Cruz presented the staff report for the proposed rezoning and answered questions from the Commissioners.

Motion to approve case 19-60000006 was made by Commissioner Mills-Benat and Seconded by Commissioner Junco. Motion carried unanimously by roll call vote.

C. OTHER BUSINESS

11. Commissioner Comments

Commissioner Green questioned Mr. Burman about the Thompson Pump project. Mr. Burman responded they have not come forward with a site plan. Commissioner Green is unhappy with the buffer on Airport Road for Acorn Storage.

Commissioner White asked about who is responsible for the walkway lights at the Springs Apartments. Mr. Burman responded that the Springs are responsible. He also inquired about what happened to the Kangaroo gas station. Mr. Burman responded that they closed down and that no permits have been submitted for redevelopment. Commissioner White questioned what is going on with the landscape for Dave's Pest Control. Mr. Burman replied they are working with them to bring it up to code.

Commissioner Mills-Benat asked for an update on the church on Madeline. Mr. Burman provided a summary of their site plan and the work that has been done. Code Enforcement is keeping track of the property.

12. Staff Comments

There were none.

D. PUBLIC COMMENTS – there were none.

E. ADJOURNMENT – 8:30pm

Chairman Thomas Jordan



STAFF REPORT

Variances from LDC Chapter 13; Chapter 9, Article II

CASE NO. 19-90000005

REQUEST:	Variances from the LDC to 1) reduce the minimum planting requirements for a right-of-way landscape buffer along the Taylor Road and 2) reduce or waive the required number of replacement trees or replacement tree mitigation payment into the tree bank for the removal of trees from a required buffer.
LOCATION:	1490 Taylor Road (Figure 1 – Location Map)
OWNER/APPLICANT:	Vineyards Homeowner's Association
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
PLANNING COMMISSION DATE:	August 22, 2019

BACKGROUND

The subject property is a common area tract that belongs to the Vineyards Homeowner's Association (HOA) and it is located on the north side of the Taylor Road right-of way, between Windsor Hill Subdivision and Crane Lakes Golf Course. Within this common area tract, there are multiple subdivision improvements that have been planted or constructed as part of the approved subdivision plan, such as a 6-foot tall masonry wall, landscaping (shade and understory trees and shrubs), irrigation lines for the landscaping, and a stormwater retention area adjacent to the north side of the wall.

Figure 1. Location Map



According to the Vineyards Homeowner's Association, the shade trees (oak trees) that were planted in the mid-1990's as part of the subdivision's required Taylor Road landscape buffer are causing damage to the 6-foot tall wall, irrigation lines, stormwater infrastructure, and the Volusia County 8-foot wide sidewalk along Taylor Road, along with interfering with vehicles traveling west on Taylor Road. In addition, the oak trees were planted under FPL transmission lines and over the past 25 years the trees have grown into and around the FPL transmission lines. As the trees have grown over the years, their canopies have required regular pruning to prevent interference with pedestrians and vehicular traffic, safety hazards with the sidewalk, and damage to the existing FPL transmission lines. The applicant further states that the extensive root systems of these trees continue to damage the 8-foot wide sidewalk along Taylor Road (Volusia County maintained), irrigation lines in the landscape buffer and compromise the structural integrity of the HOA's 6-foot tall masonry screening wall. Therefore, the applicant is proposing to remove the seventeen (17) oak trees along Taylor Road within the boundary of the Vineyards Subdivision and restore the landscape buffer with additional understory trees (crepe myrtles) and shrubs.

According to the 1991 approved subdivision plans, the Taylor Road right-of-way landscape buffer approved by City Council included a 6-foot wall roughly 2 to 3 feet from the Taylor Road right-of-way line. This allowed for only a 2 to 3-foot-wide area to plant the code-required shade trees, understory trees, and shrubs. Prior to completing the subdivision, the developer built the wall and installed the required trees and shrubs within the confined planting area. At the time of planting the shade trees (oak trees), the 8-foot wide sidewalk, masonry wall, and FPL transmission lines were already all installed or constructed. According to the applicant, the future impact of planting the shade trees in such a confined space should have been evaluated more carefully when the subdivision was being designed to account for future impacts to infrastructure as these trees grew. According to the subdivision files, during the construction of the subdivision, City staff did speak to the developer about switching out the oak trees with other trees due to future impacts that the trees would have, but the developer of the subdivision chose to plant the trees that were shown on the approved subdivision plans. Current City staff did review the recommended trees the City wanted the contractor to use instead of oak trees in the mid-1990's and believe that those trees (elms and slash pines) would have still created similar issues that the oak trees have caused.

In order for the applicant to move forward with their plan for the buffer, the applicant is requesting the following variances:

- 1) Reduce the minimum planting requirements for an approved landscape buffer along the Taylor Road right-of-way [Chapter 13, Section 3(d)(3)]; and
- 2) Reduce or waive the required number of replacement trees or replacement tree mitigation payment into the tree bank [Chapter 9, Article II, Section 19(f)].

The applicant would like to remove the seventeen (17) existing oak trees and replace them with understory trees and shrubs. The variances being requested are because the applicant does not want to replant shade trees to replace the oak trees being removed, and is requesting to waive the requirement to install 43 replacement shade trees elsewhere in common area within the Vineyards subdivision or pay \$14,593.77 into the tree mitigation bank for the removal of the trees from a code required landscape buffer. Since the size (DBH) of the trees proposed to be removed range between 13-inches and 24-inches, replacement trees or mitigation payment is required as part of the removal process.

According to the applicant, the HOA should not be required to mitigate for the seventeen (17) trees since they should not have been planted in the limited planting area along the Taylor Road right-of-way and under FPL transmission lines. The applicant acknowledges it is their responsibility to maintain the common area, but that the HOA should not have to pay for a choice made by the developer of the subdivision, prior to the HOA being established or any residents living in the subdivision.

According to the applicant, removal of the trees and their extensive root systems will aid in eliminating safety concerns regarding the Taylor Road sidewalk, compromising the structural integrity of the 6-foot-tall wall, and interfering with westbound vehicular traffic (Figure 2).

Figure 2. Location of Oak Trees

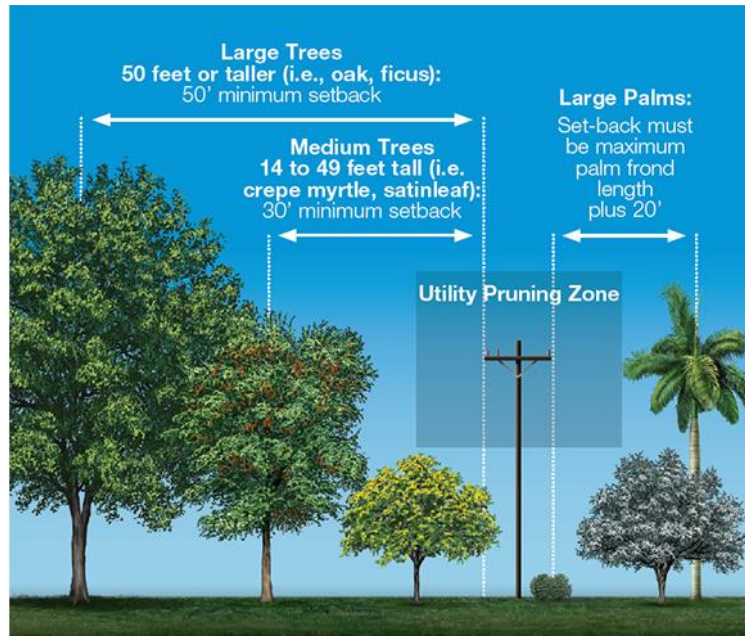


The applicant also cites that the trees are growing into and around the FPL transmission lines along the northside of Taylor Road. On Thursday, August 15, staff met on-site with a representative from FPL to discuss the location of the seventeen (17) oak trees and their proximity to the FPL lines. FPL has recommended that the oak trees be removed, and no shade trees be replanted in order to maintain a safe distance from the overhead power lines to help ensure reliable electric service now and in the future.

FPL has a preventive maintenance program called line clearing to regularly clear tree branches and limbs from electrical equipment and lines to help improve the overall quality of electric service. FPL will only prune or trim branches and limbs that can potentially cause safety hazards and power outages. This also keeps debris farther away from the utility lines to speed up restoration efforts. The removal of the oak trees will aid in maintenance of the FPL power lines, as the larger canopied trees require regular pruning to prevent safety hazards and power outages during storms. FPL did indicate that the proposed replacement understory trees and shrubs that the applicant indicated would be installed if the variances are approved would comply with the FPL planting requirements.

With current subdivisions being reviewed, the City follows the following guide from FPL on selecting the type of trees that can be planted in a landscape buffer located near power lines. Typically, this requires the replacement of shade trees with additional understory trees (Example: Rolling Hills Subdivision along Hensel Road).

Figure 3. Location of Tree Planting Near Utility Lines



REVIEW OF VARIANCE CRITERIA

Chapter 19, Section 1, LDC, lists the review criteria that shall be used to determine whether a variance request should be granted.

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

The Taylor Road landscape buffer was approved and constructed in the mid-1990's with a planting area of about 2 to 3 feet wide for installation of shade and understory trees and shrubs. As mentioned above, on the back side of the 6-foot-tall wall is the stormwater system for the subdivision; this only left a 2 to 3 foot-wide area between the 6-foot-tall wall and the Taylor Road sidewalk to plant the required trees and shrubs. A typical planting area for a shade tree should be at least 30-feet X 30-feet so the shade tree roots have the area needed to establish and grow their root system and canopy; and the current 2 to 3 foot-wide planting area for this buffer is not enough space for the existing shade trees to remain as they are impacting infrastructure. In addition, FPL has transmission lines along the north side of Taylor Road directly above the right-of-way buffer and typically, trees that are planted under or near FPL power lines are restricted to trees 12-foot-tall or less.

The unique condition and circumstance that exists for this common area tract is that the right-of-way buffer, planted by the developer of the subdivision in the mid 1990's, consists of trees that would not be permitted to be installed today due to impacts to the FPL power lines and lack of a sufficient planting area to support the growth of the root system and canopy for a shade tree. According to FPL, oak trees are not the appropriate species of tree to plant under utility lines. In addition, the applicant cites that the dimensional constraints of the planting area can no longer accommodate the size of the tree roots which has resulted in damage to the HOA's 6-foot-tall wall and the 8-foot-wide Taylor Road sidewalk.

- b) *The special conditions and circumstances are not result of actions of the applicant.*

The shade trees in the Taylor Road right-of-way buffer were planted by the developer of the subdivision in the mid-1990's. At the time the Vineyards Subdivision was reviewed and constructed over 25 years ago, the HOA was not established, none of the current residents lived in the subdivision, and current staff and elected City officials were not with the City at that time.

The special conditions are not a result of the actions of the applicant (HOA). The shade trees planted by the developer along the Taylor Road right-of-way never had the right growing area, and alternative locations or types of trees should have been provided at the time of installation. As mentioned above, the oak trees planted typically need an unobstructed area about 30-foot X 30-foot, and in this case, the oak trees were planted in a constrained area. The oak trees proposed to be removed impact the subdivision 6-foot-tall wall, Taylor Road sidewalk, motorists traveling west along Taylor Road, and utility customers.

According to the applicant, the HOA was not established at the time the subdivision was developed or when the shade trees where installed in the dimensionally constrained planting area and under the FPL transmission lines; therefore, the HOA is requesting to remove the shade trees and replant the landscape buffer with understory trees and shrubs that will not cause damage to the existing HOA irrigation system, 6-foot-tall wall, and Taylor Road sidewalk.

- c) *Literal interpretation and enforcement of the land development code regulation would deprive the applicant of rights commonly enjoyed by other properties in the same zoning district under terms of the development code and would work unnecessary and undue hardship on the applicant.*

Literal interpretation of the LDC would not deprive the property owner (Vineyards HOA) of rights commonly used by other properties within the same zoning district. During the subdivision plan review process for all developments, the right-of-way landscape buffer is reviewed to ensure compliance with the code requirements for width and quantity of shrubs and trees. The LDC does allow for site specific considerations to accommodate unique dimensional situations that do not reasonably permit the installation of all required landscaping material, as well as, the modification or substitution in material type, quantity, size or location. If the Vineyards subdivision was reviewed today, the shade trees would not be required within the right-of-way buffer and additional understory trees to replace them would be allowed. The substitution of shade trees for understory trees would be due to the limited planting area and the proximity to utility lines, 6-foot-tall masonry wall and sidewalk.

According to the applicant, if required to replace the shade trees being removed with new shade trees, the new shade trees would eventually create the same impacts. The applicant further states that the location of the shade trees, 6-foot tall masonry wall, stormwater retention, and sidewalk do not allow for many options to accommodate the minimum landscape buffer plantings along a right-of-way or tree replacement requirements.

The reduction or waiver of tree replacements or mitigation payment is a result of the applicant's proposed reduction in the minimum landscaped plantings in the required landscape buffer. The applicant states the variances are necessary because removal of the oak trees will reduce the maintenance and trimming around the power lines, as the larger canopied trees require regular pruning to prevent safety hazards and power outages during storms. The applicant states that removal of the oak trees and their extensive root systems

will help eliminate safety concerns for pedestrians using the sidewalk along Taylor Road, and that the proximity of the trees have begun to compromise the structural integrity of the 6-foot tall masonry screening wall.

The HOA does not believe they should have to mitigate for these shade trees since they should not have been approved to be planted in the limited planting area along the Taylor Road right-of-way and under the FPL transmission lines. The HOA states that they should not have to pay for a choice made by the developer of the subdivision, prior to the HOA being established or any residents living in the subdivision.

- d) *Granting of the variance requested will not confer on the applicant any special privilege that is denied by the development code to other lands, buildings or structures in the same zoning district.*

The LDC is interpreted to define “reasonable use” in terms of the principle or primary use of the property. In this case, the primary use of the property is for residential development.

The applicant acknowledges that there is common area available between the 6-foot tall wall and the rear lot lines of the single-family homes where replacement shade trees could be planted to meet the requirements of the LDC; however, this would require the HOA to hire an engineer to re-engineer the subdivision’s stormwater design to maintain capacity and accommodate the tree re-plantings. There is no guarantee that the stormwater system could be redesigned to comply with current City and State requirements to accommodate the stormwater and shade trees. As for replanting trees back in the limited space between the Taylor Road sidewalk and 6-foot tall wall, this is not recommended because this area is constrained and not suitable for shade trees.

The applicant is requesting approval of the variances to not be required to replant or pay into the City’s tree mitigation bank for the removal of seventeen shade trees because the trees are damaging infrastructure, interfering with FPL transmission lines, and the planting of these shade trees at their current location was not an action of the HOA.

According to the applicant, the proposed tree removal will provide residents and citizens a safe sidewalk for walking and biking and will improve visual aesthetics. The applicant believes there will not be a significant impact to the appearance of the subdivision from Taylor Road because understory trees and shrubs are proposed to be installed along with the existing shrubs and crepe myrtles that are to remain along the 6-foot tall screening wall. According to the applicant, the proposed two-foot landscape planting area will be an improvement to the existing condition along Taylor Road where the oak tree canopies are hanging into the right-of-way, damaging the sidewalk and the 6-foot tall wall, and interfering with the FPL transmission lines.

- e) *The granting of the variances will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

Common practice is for staff to work with a property owner or developer to achieve a re-planting plan that meets the intent of the LDC. However, in this case, the HOA and staff were unable to identify areas within the Taylor Road right-of-way buffer where replacement shade trees could be replanted. As mentioned above, the 2-foot to 3-foot planting area between the right-of-way line and 6-foot tall wall is limited and does not support the necessary planting area for a shade tree, and the location of the existing FPL power lines along the front of the subdivision limits where replacement shade trees can be planted.

The intent of the landscape right-of-way buffer is to enhance the appearance, function and livability of the City, and improve the overall quality of life within the community. The applicant states that the appearance of the area along the Taylor Road right-of-way will improve with the proposed removal of the shade trees and installation of new landscaping (shrubs and understory trees). According to the applicant, the removal of the oak trees would not affect the surrounding neighborhoods, as the Vineyards subdivision has more landscaping than other subdivisions within the vicinity adjacent to their screening wall (e.g. Windsor Hill Subdivision and Summer Trees Subdivision).

The applicant further states that the removal of the shade trees will aid in the maintenance of the FPL power lines, as the larger canopied shade trees require regular pruning to prevent safety hazards and power outages during storms, and removal of their extensive root systems will reduce safety concerns regarding pedestrians using the Taylor Road sidewalk and preserve the structural integrity of the screening wall.

In addition, the applicant states that there are additional unique circumstances which would not allow the replanting of replacement trees within the dimensionally restricted planting area including the location of the above-ground FPL utility lines, irrigation lines, stormwater retention area, masonry wall and sidewalk.

- f) *The granting of the variances will be in harmony with the general intent and purpose of this code and will not be injurious to the surrounding properties or detrimental to the public welfare.*

The purpose and intent of the LDC is to promote quality landscape design and maintain and enhance an attractive environment in the City. According to the applicant, the appearance of the area along Taylor Road right-of-way will improve with the proposed removal of the shade trees and installation of new landscaping (shrubs understory trees). The applicant states, that the removal of the oak trees would not affect the surrounding neighborhoods, as the Vineyards subdivision has more landscaping than other subdivisions within the vicinity adjacent to their screening wall (e.g. Windsor Hill subdivision and Summer Trees subdivision). Granting of the variances will provide the ability for the HOA to address the safety and maintenance issues created by the shade trees and establish a landscape buffer that will add to the appearance of the subdivision and allow the HOA, FPL, and Volusia County to maintain their infrastructure.

All of the residential properties that are adjacent to the common area and view these shade trees from their rear yard were notified of the variance request via certified mail. In addition, staff stressed to the representative of the HOA who submitted the variance request to speak to all the residents in the Vineyards subdivision to explain the request and why the HOA was requesting to remove the shade trees and not replant them back.

- g) *The variance represents a reasonable disposition of a claim brought under the Bert J. Harris Private Property Rights Protection Act, chapter 95-181, Laws of Florida, that a development order of the city has unreasonably burdened the applicant's property, based upon the recommendations of the special master appointed in accordance with the act, or the order of a court as described in the act.*

This variance request is not based upon a claim brought under the Bert J. Harris Private Property Rights Protection Act.

RECOMMENDATION

Based upon the findings of this staff report and the recommendation from FPL on removal of the shade trees, staff recommends approval of the requested variances. As for the variance from the waiver of the tree mitigation payment, staff's recommendation for approval is based on the fact that the HOA was not responsible for the planting of the shade trees in a confined planting area and under FPL power lines.

ATTACHMENTS

Exhibit 1 - Applicant's Letter

**THE VINEYARDS OF PORT ORANGE
HOMEOWNERS ASSOCIATION, INC.
1490 Taylor Rd.
Port Orange, FL 32128**

July 2, 2018

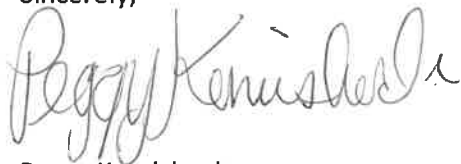
To Whom It May Concern,

I have been asked to draft a letter on behalf of the Vinyards Homeowners Association to request a variance to remove the trees along Taylor Rd and replace with a landscaping plan. The trees have become a huge burden to the association since the roots are destroying the retaining walls and the sidewalk. We are submitting with this application the plan to improve the site with a landscaping, the survey of the owners who are in agreement to removing the trees and photos of the damage done by the tree roots. The trees are very overgrown which is contributing to the liability of the association with pedestrians walking or riding bikes along the side walk.

In addition, this will be a huge financial burden to the association removing the trees, repairing the drip line and the cost of new landscaping which will be over \$15,000 in labor and materials. We are requesting that most of the money that we submitted with this application be returned to the association.

Thank you in advance for your time in reviewing our proposed plan. We hope that you will agree this is necessary for plan or the association and the beautification of the City Of Port Orange.

Sincerely,



Peggy Komishock
Licensed Community Association Manager



1190 Pelican Bay Drive
PHONE: 386-756-3032 | 800-439-9408 | FAX: 386-7604784 | www.ssmgroupinc.com



STAFF REPORT

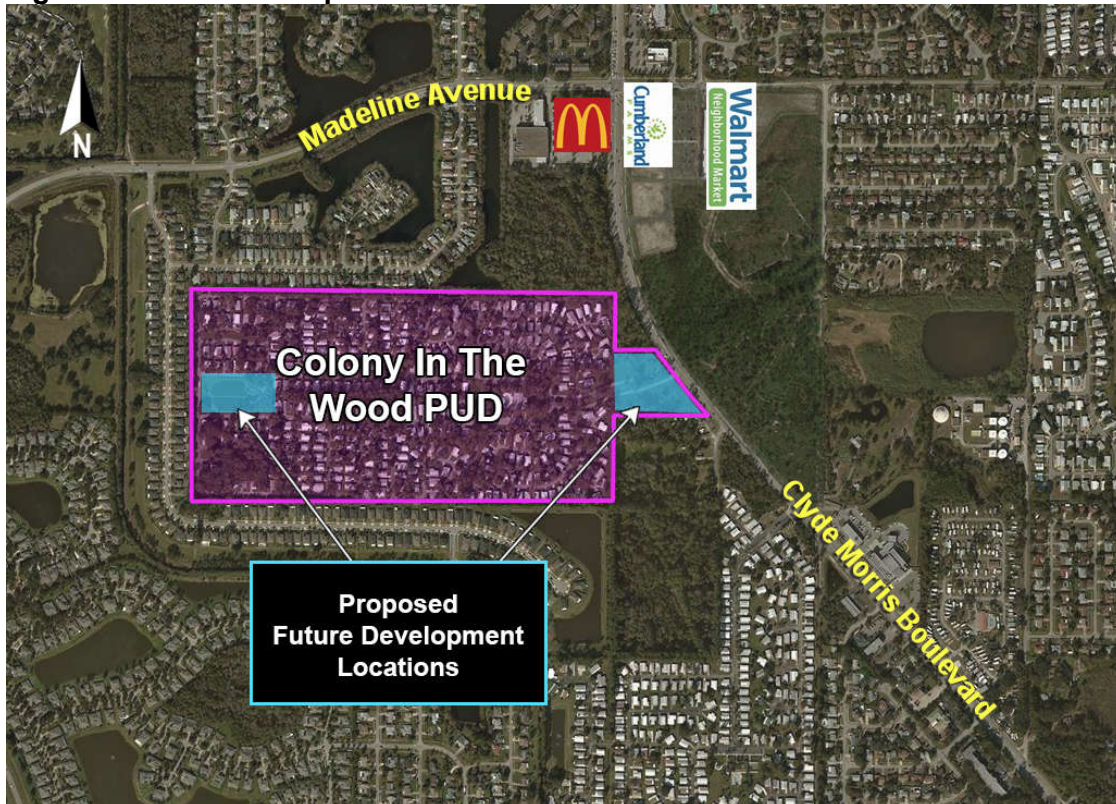
Colony in the Wood PUD/Amended and Restated Master Development Agreement and Conceptual Development Plan
CASE NO. 19-40000003

REQUEST:	Amend and Restate the Colony in the Wood Master Development Agreement and Conceptual Development Plan
APPLICANT:	Atwell, LLC, c/o Dan Gibbs, P.E.
OWNER:	Shaddix Communities Ltd.
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	August 22, 2019

INTRODUCTION

Atwell, LLC, applicant and agent on behalf of the property owner, requests approval to Amend and Restate the Colony in the Wood Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located at 4000 S. Clyde Morris Boulevard and is part of the Colony in the Wood Mobile Home Park. If the Amended and Restated MDA and CDP is approved, the applicant plans to submit a site plan to add up to a maximum of 19 mobile homes to the property and construct necessary site improvements.

Figure 1 – Location Map



BACKGROUND

The subject property is currently developed as a mobile home park with 385 mobile home sites. In 2010, the ±83-acre mobile home park property was annexed into Port Orange and rezoned to Planned Unit Development (PUD). At that time, the former property owner was contemplating redevelopment of the front portion of the property adjacent to Clyde Morris Boulevard with mixed-uses (office, commercial, and multi-family). In 2010, the Future Land Use (FLU) designation for 24.7 acres of the subject property adjacent to Clyde Morris Boulevard was changed to *Office/Residential Transition*, a mixed-use category that allows office, commercial and multi-family uses. In 2017, the property was sold, and the current property owner decided to expand the mobile home park and not develop the front part of the property as a mixed-use development. In the summer of 2018, a FLU map amendment (Ordinance No. 2018-29) was approved to change the ±24.7-acre area to *Urban Medium Density Residential* (4-8 units/acre) in anticipation of this proposed PUD amendment to allow the expansion of the mobile home park.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed Amendment and Restatement of the MDA and CDP are consistent with the land use and density allowed by the *Urban Medium Density Residential* Future Land Use (FLU) designation of the property. The proposed MDA allows a maximum of 404 dwelling units or 4.9 dwelling units/acre and is consistent with the density allowed by the *Urban Medium Density Residential* FLU designation (4 to 8 units/acre). The current FLU and zoning designation of the subject property and the adjacent properties are identified on Exhibit 1. The subject property is surrounded by mobile home parks to the east and west, single-family and mobile home to the south, and commercial to the north.

DEVELOPMENT PROPOSAL

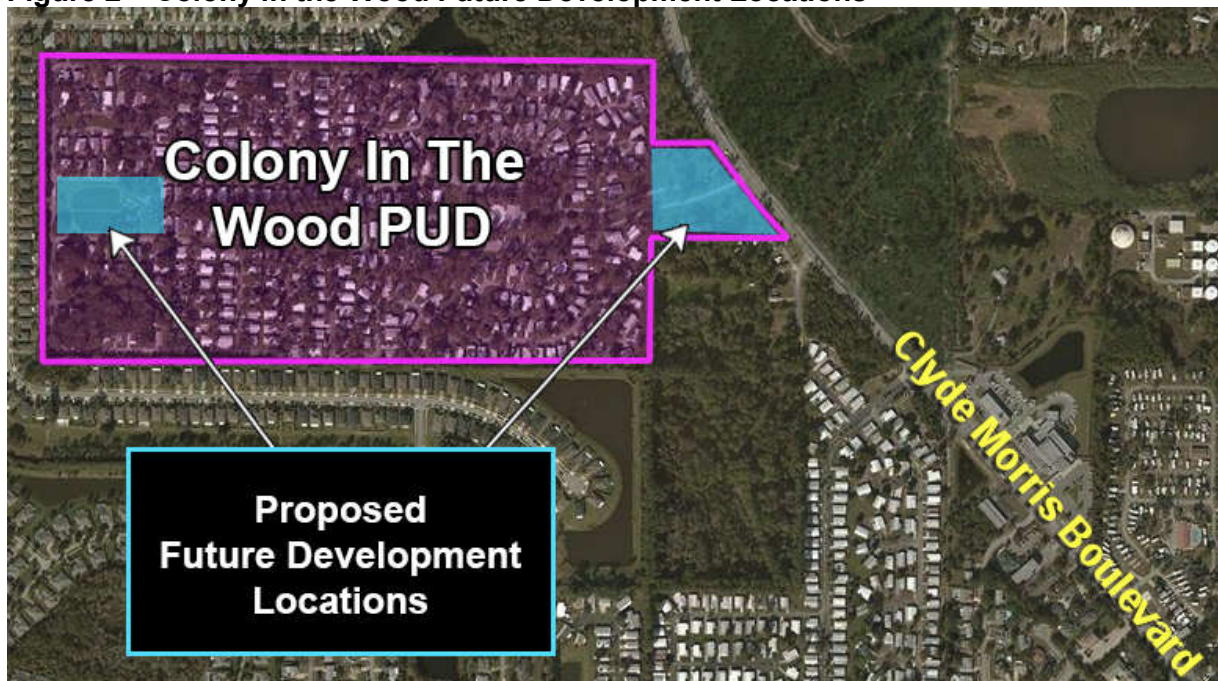
If approved, the Amended and Restated Colony in the Wood MDA and the CDP will provide the regulatory framework for a mobile home park with a maximum of 404 mobile home units and remove office, commercial, and multi-family uses as permitted uses on the front portion of the property (Exhibit 2). The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas. There are no deviations from the development regulations in the LDC as part of the proposed MDA. The applicant chose to restate the MDA to increase the cap for manufactured homes to from 385 to 404 and create one development agreement to guide future development of the site.

The proposed Amended and Restated Colony in the Wood MDA and the CDP was reviewed by the Staff Development Review Committee (SDRC) for compliance with the Land Development Code, Florida Building Code, and other required State and Federal Codes. In addition, as part of any future site development, a site plan will be required to be submitted for the SDRC to review, and verify LDC and MDA requirements for architecture, landscaping buffers, building separation distance, parking lot and access drives, tree preservation, and infrastructure (water, sewer, drainage, sidewalks, etc.) are met to ensure compatibility with adjoining properties and confirm concurrency requirements for adequate public facilities.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the existing development, the general area where new manufactured units can be added, existing and proposed open space, and the existing and proposed private road network (Exhibit B of the MDA). Access to the development will be provided through the existing entrance off Clyde Morris Boulevard (see Figure 2 on Page 3).

Figure 2 – Colony in the Wood Future Development Locations

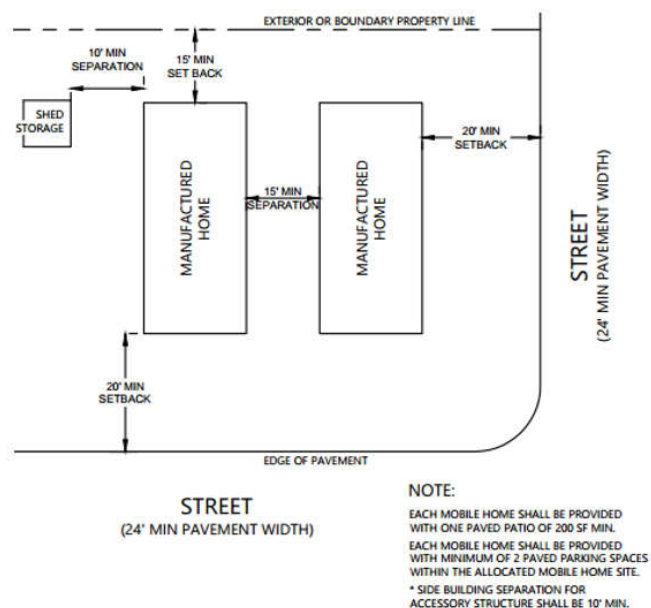


Separation Requirements

Any manufactured homes installed within the future development areas of the Colony in the Wood mobile home park will comply with the following minimum dimensional and separation requirements. The proposed separation requirements are consistent with the LDC requirements in the City's Residential Mobile Home (RMH) zoning district:

- Maximum building height: 15 ft
- Setback from Any Property Lot Line: 15 ft.
- Setback from Edge of Road: 20 ft.
- Manufactured Home/Building Separation: 15 ft.
- Side Separation from Storage Building: 10 ft.

Figure 3 – Typical manufactured Home Setbacks



The dimensional and separation requirements for the existing 385 manufactured home sites that were developed when the subject property was in unincorporated Volusia County are based on the National Fire Protection Association (NFPA) standards. These separation requirements were approved and accepted by the City in 2010 when the subject property was annexed into the City and rezoned to the Colony in the Wood PUD. The NFPA separation distance standards are as follows:

- Side to side: 10 ft.
- End to side: 8 ft.
- End to end: 6 ft.

Transportation

Based on the ITE Trip Generation Manual, 10th Edition, the proposed maximum of 19 additional mobile home units could generate 12 P.M. peak hour trips, and 95 daily trips. According to the latest traffic counts for Clyde Morris Boulevard, there is sufficient capacity for traffic estimated to be generated by the additional 19 mobile home units (Table 1). As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

Table 1. Roadway Capacity for Clyde Morris Boulevard

Roadway Segment	Maximum Capacity Vehicles per day	2018 Vehicles per day	Remaining Capacity Vehicles per day	V/C Ratio*
Clyde Morris Blvd. (Madeline Ave. to Willow Run Blvd.)	37,970	24,390	13,580	0.64
Clyde Morris Blvd. (Willow Run Blvd. to Dunlawton Ave.)	37,970	21,070	16,900	0.55

Source: Volusia County Traffic Engineering, 2018

*Volume/Capacity (V/C) Ratio - Volume-Demand-to-Capacity Ratio compares roadway demand (vehicle volumes) with roadway supply (carrying capacity). A V/C ratio of 1.00 indicates the roadway is operating at its capacity.

Tree Preservation and Landscaping

The proposed site will comply with the landscaping and tree preservation requirements of the City's LDC, such as perimeter landscape buffers, tree preservation, and a 20-foot landscape buffer along Clyde Morris Boulevard. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the MDA and LDC.

Potable Water and Sanitary Sewer

The site is currently served by City potable water and sanitary sewer and will comply with the requirements of the City's Land Development Code (LDC) and MDA for improvements related to potable water and sanitary sewer. Irrigation is provided by a private well and/or the on-site stormwater ponds and will comply with the requirements of the LDC.

Stormwater Management

The stormwater drainage infrastructure for this site will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the subdivision plans. Per the City's Land Development Code, the applicant will be

required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

SMART GROWTH SUMMARY

The proposed Amended and Restated Colony in the Wood MDA and CDP is for an existing infill development within an existing built area (see Figure 1) that is already served by public infrastructure (water, sewer, roads, parks, schools, etc.). The PUD also provides an affordable, age-restricted housing choice, centrally located with access to services and shopping through multiple transportation modes (VOTRAN, walking, biking, and motor vehicle).

PUBLIC NOTICE

A Public Notice sign was posted on the site on May 17, 2019. As of August 16, 2019, staff received four (4) phone calls requesting general information regarding what is proposed with the amendment.

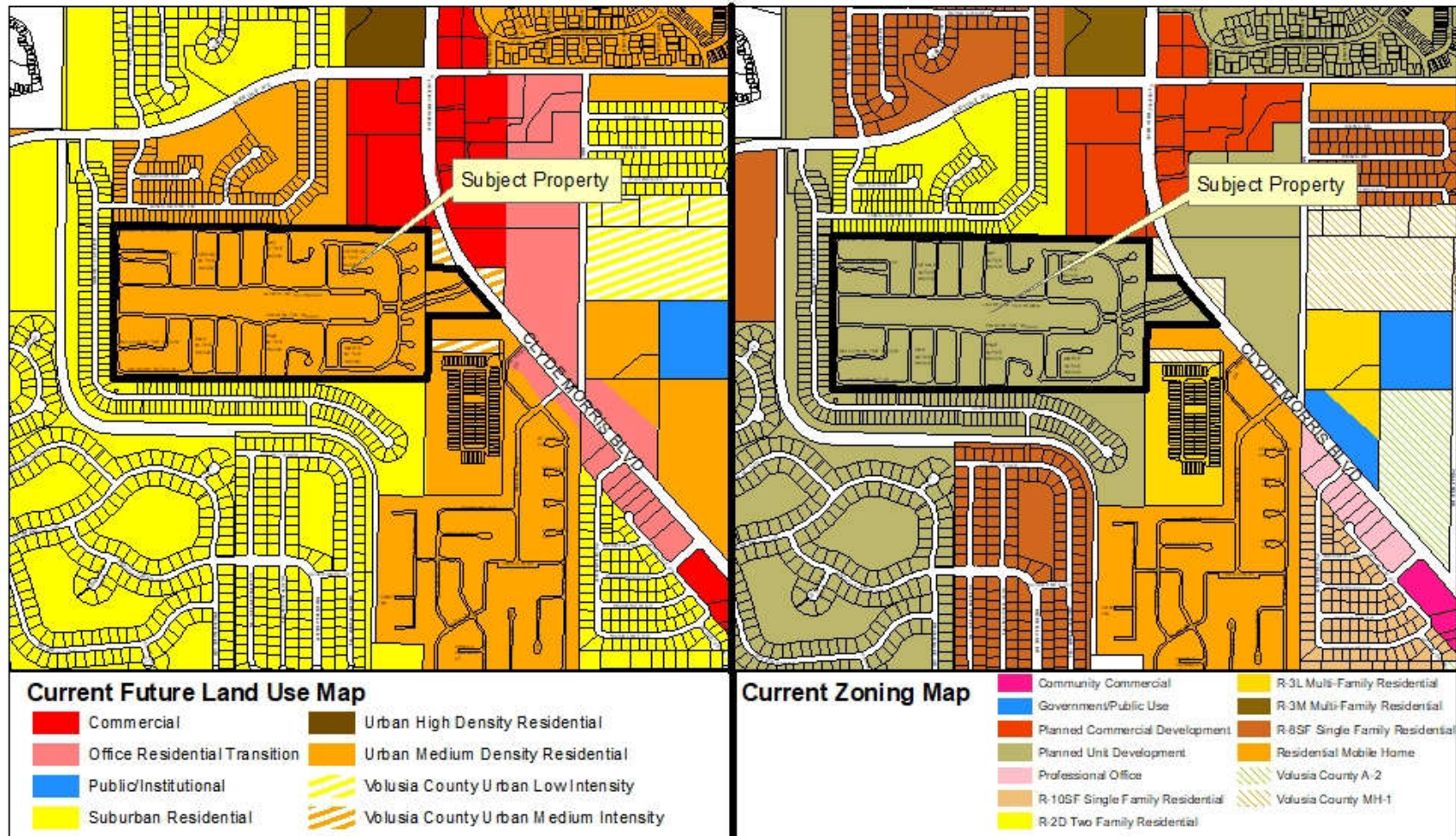
STAFF RECOMMENDATION

Staff recommends approval of the Amended and Restated Colony in the Wood Master Development Agreement and Conceptual Development Plan.

ATTACHMENTS

- Exhibit 1 – Future Land Use and Zoning Maps
- Exhibit 2 – Amended and Restated Colony in the Wood PUD Master Development Agreement and Conceptual Development Plan

EXHIBIT 1



CASE NO. 19-40000003

DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT 2

RETURN RECORDED DOCUMENT TO:

Attention: Records Clerk
CITY OF PORT ORANGE
1000 City Center Circle
Port Orange, FL 32129-4144

This Document Prepared By:
Kenneth J. Clarkson, Esquire
Jaffe, Raitt, Heuer & Weiss, P.C.
27777 Franklin Road, Suite 2500
Southfield, Michigan 48034

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

**COLONY IN THE WOOD
A PLANNED UNIT DEVELOPMENT
AMENDED AND RESTATED
MASTER DEVELOPMENT AGREEMENT**

This **AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT** (“**Agreement**”), is made and entered into by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation (the “City”), and **SHADDIX COMMUNITIES, LTD.**, a Florida Limited Partnership, authorized to do business in the State of Florida, (the “Owner”), hereby covenant and agree, and bind their successors and assigns as follows:

RECITALS:

“Colony in the Wood PUD”, is a "Planned Unit Development" which consists of approximately 83.1+/- acres of real property more particularly described on Exhibit “A” attached hereto and made a part hereof (the “Property”). This Property is under the control of the owner. The Property was initially developed in accordance with the requirements of, and permits issued by, Volusia County approximately 39 years ago.

The Owner and the City entered into, and the Property is subject to, the MASTER DEVELOPMENT AGREEMENT, recorded August 30, 2010, at Book 6510, Page 1433, Volusia

County ("Master Development Agreement"). The Master Development Agreement sets forth restrictions on the development of the Property and provides, among other things, for the development of a portion of the Property for commercial use.

The Owner sought an amendment to the Comprehensive Plan Future Land Use to eliminate the commercial use designation with respect to the Property, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and, to change the designation "Office/Residential Transition" to "Urban Medium Density Residential" with respect to the Property ("FLU Amendment"). The FLU Amendment was enacted by the City when it adopted Ordinance No. 2018-29.

The Owner and the City wish to enter into this Agreement to amend and restate the Master Development Agreement to eliminate the commercial land use, to provide for the construction of a maximum of 19 additional manufactured home units on the Property and to otherwise provide for the development of the Property in a manner consistent with existing ordinances and regulations, including without limit, the FLU Amendment.

Now, Therefore, the City and Owner agree, that the Master Development Agreement is hereby amended and restated and replaced in its entirety, and that the Property is subject to this AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT ("Agreement").

1. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

Development of the Property shall be controlled by the terms and provisions of this Agreement and the Conceptual Development Plan ("CDP"), which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the layout of existing streets, residential areas and other features on the Property as set forth in this Agreement, and outlines the

primary areas to be used for the construction of a maximum of 19 additional manufactured homes at the Property subject to approval of a site development plan. Collectively, this Agreement and the CDP may be referred to as the “Plan”. In the event of a conflict between the terms and provisions of this Agreement and the graphic illustrations of the CDP, this Agreement shall control. For avoidance of doubt, the commercial development which was provided for under the 2010 Master Development Agreement is eliminated. Instead, a maximum of nineteen (19) additional manufactured home sites may be developed on the Property, as set forth herein.

If this Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the CDP and the City’s Ordinances, the requirements of the CDP shall control. If the CDP fails to address a particular subject or requirements, the requirements of the applicable City Ordinance(s) in effect at the time of development, as defined by the Port Orange Land Development Code (“LDC”), shall control.

Modifications of the CDP which are not in conflict with the textual provisions of this Agreement and City Ordinances which are not superseded by this Agreement shall be deemed “minor” and may be approved without formal amendment of this Agreement but shall require the City Administrative Official’s written approval. If the Owner is not satisfied with the suggested resolution of any problem or the decision by the Administrative Official categorizing the modification as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council. Otherwise, any changes in use not consistent with the CDP shall require a modification of this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

2. USAGE OF THE PROPERTY

A. Permitted Uses

The Property shall be used for a manufactured or modular home residential community and may include allowable uses under the Urban Medium Density Residential Future Land Use designation within the Property as depicted on the CDP with not more than 404 manufactured home sites with ancillary improvements including a community clubhouse, management and sales office; storage, utility, and maintenance buildings; community gardens, and recreational amenities associated directly with the residential uses.

The existing clubhouse of approximately 5000 square feet in area is approved for club house purposes including a public assembly area for park residents. At Owner's option, up to 1,000 square feet in the Clubhouse may be dedicated as a sales, business and administrative office for the Property.

The Owner may also operate its sales, business and administrative office within a manufactured home on the Property if it so elects. Permitted sales, business and administrative activities include leasing manufactured home sites and leasing, selling and reselling manufactured homes. At Owner's option, the sales office may also be used as an association or management office area.

The Owner is permitted to place manufactured home models on the Property to facilitate the sale and upgrading of manufactured homes. No more than five (5) model homes shall be operated on the Property at any given time.

B. Dimensional Requirements

Building dimensions, setbacks, and configurations within the Property and the location of the roadways and driveway entrances to the Property are generally depicted on the CDP. New or

upgraded manufactured homes shall be permitted within the Property, subject to the typical manufactured home setbacks provided on the CDP and Section 2(B)(1) and (2) of this Agreement.

1. Current Site Development Standards

The Property is described and depicted on the Colony in the Wood Prospectus, as approved by the State of Florida, which, together with currently filed, but not yet approved amendments, is attached hereto and incorporated herein as Exhibit “C”. The Property currently contains 385 sites (referred to as lots in the Colony in the Wood Prospectus). The site sizes, setbacks, and minimum separation distance requirements are as set forth in the Lot Sizes/Setback and Minimum Separation Distance Requirements as Noted in the Prospectus and Section 2(B)(2) of this Agreement. The Prospectus provides for a maximum of 19 additional sites to be added to the Property by the Owner. The open space and common areas provided were set based on the existing development conditions that were accepted and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus. The total open space is approximately 60% and the common space is approximately 18%.

Owner represents and warrants to the City that the Property has been developed as a manufactured home park in accordance with the applicable regulations, ordinances, and zoning requirements of the County of Volusia and all other applicable governmental entities from which approvals were required. The City authorizes the Owner to complete and maintain improvements on the Property in accordance with permits, written consents, or approved site plan documents previously obtained from the County of Volusia, the City of Port Orange, or other applicable governmental entity, notwithstanding codes and ordinances of the City which may be in conflict therewith.

PUD Dimensional Requirements:

Maximum community building height:	45 ft
Maximum building coverage:	40%
Minimum open space:	Shall conform to the existing percentages of Minimum Total Open Space 60% Minimum Common Areas 18%
Rear perimeter setback:	15 ft.
Side perimeter setback:	15 ft.
Front perimeter setback:	Equal to or greater than the required 20 ft. landscape buffer along Clyde Morris Boulevard

2. Manufactured Home Unit Requirements

The replacement manufactured homes on the existing 385 manufactured home sites shall comply with the following minimum dimensional standards as previously approved and accepted when the Property was annexed into the City and adopted in the 2010 Master Development Agreement and Exhibit B of the 2010 Prospectus, based on the National Fire Protection Association (NFPA). No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home. The NFPA separation distance standards are as follows:

Side to side: 10 ft.

End to side: 8 ft.

End to end: 6 ft.

Maximum Building Height: 15 ft.

All new manufactured homes sites installed on the Property shall comply with the following minimum dimensional requirements:

Maximum Building Height:	15 ft
Setback from Any Property Lot Line:	15 ft.
Setback from Edge of Road	20ft.
Manufactured Home/Building Separation	15 ft.
Side Separation from Storage Building	10 ft.

It is planned that development of a maximum of 19 additional sites shall occur as soon as possible following entry into this Agreement and receipt of all applicable approvals for construction. The development of the additional sites may occur in either one or two phases. If done in two phases the phasing will be differentiated by location with the sites near the entrance being in one phase and the sites near the former sewer treatment facility being the other.

C. Roads, Sidewalks and Access

Access and transportation system improvements are provided as illustrated on the CDP. Roadways and drives within the development are and shall be private. Any new roads provided for the additional sites shall be built in conformity with the CDP and with Chapter 12 - Roads and Vehicular Use Areas of the City of Port Orange Land Development Code. New Roads shall be a minimum paved with of 24 feet. Sidewalks in front of individual residential sites shall not be required. The Owner shall continue to maintain existing access (pathway, bike paths or walkways) to all common open space areas as presently exists. Access to the site is provided via the primary driveway entry located with access to Clyde Morris Boulevard as shown on the CDP.

D. Parking

For the new additional sites, there shall be at least two paved, off-street parking spaces for each manufactured home site, which shall be on the same site as the manufactured home served and may be located in the rear or side yard of the manufactured home unit. Existing parking may remain, and new spaces placed adjacent or in a secondary location as the specific site may dictate as long as they fall within conformity with overall setbacks. Existing common area parking shall remain as shown in the CDP and modification to common area parking may be accomplished with a minor amendment to the CDP.

E. Signage

The Colony In the Wood PUD has one existing monument sign on Clyde Morris Blvd. This sign serves as the primary community identification sign and will be maintained in its current condition and location. If the sign sustains substantial (more than 50%) damage in the future it will be re-built in the same location but shall comply with the City signage regulations.

**3. SANITARY WASTE, UTILITIES, STORMWATER, POTABLE WATER,
AND RECLAIMED WATER**

A. Site sewage was formerly processed through an on-site sewage treatment plant and ponds which were permitted by the Florida Department of Environmental Protection, Permit No. FLA011224. Beginning in 2017 the sewerage services for all of the existing facilities were transferred to the City of Port Orange public sewer system via a lift station and a new meter. The Owner is responsible for all public sewerage charges for the development, repair expenses, and maintenance of the on site portion of the system. All future development will utilize the public sewer system and the existing treatment plant and ponds will be decommissioned, remediated, and removed.

Further, the existing on site sewerage network has been inspected and found to have “inflow and infiltration” (I&I) in the form of storm water penetrating the system's network of pipes. To eliminate the I&I and reduce future sewer costs, the property owner/developer will investigate the existing condition of the sanitary sewer system and make reasonable repairs to assist in alleviating the problems.

B. Owner has a central cable television system with a network of cables, all of which are located within the Property. The system as presently installed is operated by Bright House Networks, a City of Port Orange cable operator licensee, and may in the future be operated by any cable operator licenses. The Owner agrees to comply with applicable telecommunication fees under State law.

C. The Owner has granted the City access, maintenance and drainage easements to and over the existing drainage ditches to enable the City to inspect and if necessary, take corrective action pursuant to Land Development Code (LDC) Chapter 10 Sections 13 and 14(b). The Owner is responsible for the maintenance of the ditches including the removal of vegetation and pests on a periodic basis as needed. If the City determines it is necessary, the Owner will grant such additional access, maintenance and drainage easements as the City may reasonably request. Expansion of the existing development for additional manufactured home site shall be designed to meet the LDC stormwater and compensating storage requirements.

4. IMPACT FEES/CREDIT

Impact fees paid represent a permanent entitlement to the land such that any future development on the Property will be credited for the number of Equivalent Living Units for which impact fees have been paid, except as provided by City ordinances. Nothing in this Agreement

shall be construed as a waiver by the Owner of its right to pursue impact fee credits for any and all work performed by the Owner for which impact fee credits can be awarded.

5. PROJECT BUFFERS AND LANDSCAPING

External boundaries shall be buffered by a solid wall, fence, or evergreen hedge not less than six feet in height as presently exist. Development of new sites or redeveloped sites will be in substantial conformity with the City of Port Orange Chapter 13, Landscaping and Buffer requirements. New manufactured home sites will require one shade tree per 2,500 square feet of site area, and 8 shrubs. Where gravel or crushed stone is used as a finished ground cover, the number of required shrubs shall be 12.

6. MAINTENANCE OF PROPERTY

The Owner will be responsible for and will maintain all common areas of the property, including but not limited to the club house, pool, and surrounding common areas. In the event of sale of the property, the Owner will deed the common areas and any existing facilities to the new owner or to a properly established association with responsibility for maintaining the common areas. Transfer to an established association shall be considered a minor modification to this MDA and shall require review and approval by the City. Additional information regarding these facilities/common areas can be found in the Colony in the Wood Prospectus, Exhibit "C".

7. HOMEOWNERS' ASSOCIATION

Residents of the Development are members of a Homeowners' Association ("HOA") which was formed and is operating with respect to the property. The development of a maximum of 19 additional sites has been approved by the HOA.

8. ENVIRONMENTAL CONSIDERATIONS

Both during and after construction of the additional sites, the Owner will use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The construction of additional sites shall be in compliance with the tree preservation requirements of the City's Landscape Development Code. Compliance with the City Land Development Code may necessitate modification of the CDP.

9. EFFECTIVE DATE

This Agreement shall become effective upon recording in the public records of Volusia County, Florida and the City of Port Orange, Florida. The City shall record this Agreement at the Owner's expense. The provisions of this Agreement shall constitute covenants running with the land applicable to the Property, and any portion thereof, which is the subject of this Agreement. This Agreement shall inure to the benefit of the parties hereto and shall be binding upon any person, firm, corporation, or other entity that may become a subsequent owner, successor in interest, or assign, directly or indirectly, of the "Colony in the Wood Residential Planned Unit Development" property, or any portion thereof.

10. EXPIRATION

Upon the Effective Date of this Agreement, the terms of this Agreement shall bind and inure to the burden and benefit of each party hereto until this Agreement is modified, amended or rescinded as the parties hereto may mutually agree. Completion of the additional sites shall occur within (2) years of the Effective Date of this Agreement.

11. AMENDMENTS

Amendments to this Agreement, other than minor modifications to the CDP as provided herein, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.

A. Minor Amendments. The request for a minor modification of this Agreement may be administratively approved. For the purposes of this Agreement, minor modifications include those referenced in Sections 3 and 4 and those which meet the following criteria:

1. The site alterations do not increase the building size by more than ten percent of the gross floor area of all buildings, up to a maximum of 1,000 square feet;
2. The site alterations do not adversely affect traffic circulation on or off site;
3. The site alterations do not have a significant impact upon the city's utility system;
4. The site alterations comply with all pertinent codes, rules, and regulations of the City and do not require variances except as previously authorized by the Agreement; and
5. As specifically provided for in this Agreement.

B. Major Amendments. All amendments that do not meet the minor amendment criteria, and are deemed major by the Administrative Official, shall be "Major Amendments" to this Agreement. Proposed modifications deemed Major Amendments as described above, shall be submitted for approval under the same procedure and with the same public notice as required for the approval of this Agreement.

12. CONFORMANCE WITH LAWS

The Owner agrees:

A. To maintain the Property according to all regulations of the City to the extent those regulations are not inconsistent with the CDP or the Prospectus for the Property.

B. To provide agreements, contracts, deed restrictions and sureties acceptable to the City Legal Department related to the existing development or approved redevelopment phases, and for the continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense, and that the Owner's successors in interest will be bound by the Owner's commitments made in this Agreement.

C. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement and the CDP.

D. That compliance with the environmental protection code may necessitate modification of the conceptual plan.

13. ENFORCEABILITY

If any provision of this Agreement or the CDP are held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not effect the validity or enforceability of any other provision of this Agreement unless the holding so states.

14. PRIOR AGREEMENTS

This Agreement represents the complete understandings by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties, including without limit, the Master Development Agreement, with respect to any subject comprehended by this Agreement are hereby voided and superseded by this Agreement.

15. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be

construed as a waiver of or attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals on the dates set forth below.

WITNESSES:

CITY OF PORT ORANGE, a Florida
municipal corporation

Print Name:_____

By:_____
Donald O. Burnette, Mayor

Print Name:_____

Attest:_____
Robin Fenwick, City Clerk, CMC

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____ 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the City. He is personally known to me.

Type, Print or Stamp Here
My Commission Expires:_____

WITNESSES:

SHADDIX COMMUNITIES, LTD, a
Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a
Michigan limited liability company
Its: General Partner

Print Name:_____

By:_____

Its:_____

Print Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, _____ on behalf of Sun Colony In the Wood GP, LLC, a Michigan Limited Liability Company, General Partner on behalf of Shaddix Communities, Ltd., a Florida limited partnership. He/she is personally known to me or has produced _____ as identification and did not take an oath.

Type, Print or Stamp Here
My Commission Expires: _____

Any change in the use or development of the Property in the future for uses other than the current manufactured home park use, except for the additional nineteen (19) expansion sites and ancillary uses provided by this Agreement, shall require modification to this Agreement, consent of the City and compliance with the then current zoning, planning and building ordinances and regulations.

EXHIBIT A
LEGAL DESCRIPTION

THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA SECTION 6, TOWNSHIP 16, RANGE 33 EAST: NORTH 130 FEET OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHEAST AND SOUTH 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES , MORE OR LESS; THE SAME ALSO BEING DESCRIBED AS: PORTION OF SOUTHWEST 1/4 OF SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBES AS FOLLOWS: BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCEL AS A POINT OF REFERENCE, THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHEAST 1/4 A DISTANCE OF 530 FEET TO THE PLACE OF BEGINNING; THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 400 FEET TO THE PLACE OF BEGINNING , EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF PROPERTY LYING EAST OF CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 6 TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXTENDING FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROLFE SOD FARM.

EXHIBIT B

CONCEPTUAL DEVELOPMENT PLAN

SITE INFORMATION

1. **CASE NUMBER:**
19-4000003
2. **PARCEL IDENTIFICATION NUMBER:**
06-16-33-00-00-0140
3. **PROPOSED ZONING:**
PLANNED UNIT DEVELOPMENT (PUD) INCORPORATING 19 NEW MANUFACTURED HOME SITES INTO THE EXISTING RESIDENTIAL MANUFACTURED HOUSING DEVELOPMENT WHICH INCLUDES ANCILLARY STORAGE, MAINTENANCE, AMENITY, CLUB HOUSE, AND BUSINESS OFFICE USES, THE SPACE FOR THE 19 ADDITIONAL UNITS WILL BE ACCOMMODATED THROUGH REMOVAL OF THE EXISTING SITE WASTE WATER TREATMENT FACILITIES AND USING AVAILABLE UNDEVELOPED LAND.
4. **EXISTING DEVELOPMENT:**
THE SUBJECT PROPERTY IS AN EXISTING 83.1 ACRE MANUFACTURED HOUSING COMMUNITY COMPOSED OF 385 RESIDENTIAL UNITS, MAINTENANCE AND STORAGE BUILDINGS, VARIOUS ANCILLARY AMENITIES, AND A COMMUNITY CLUBHOUSE WITH BUSINESS OFFICE, OTHER RECREATION AND OPEN SPACE AMENITIES INCLUDE SIDEWALKS, SHUFFLE BOARD COURTS, POCKET PARKS, AND A SINGLE ACCESS POINT FROM CLYDE MORRIS BOULEVARD.
5. **ACERAGE:**
THE SUBJECT PROPERTY 483.1 ACRES
6. **FUTURE DEVELOPMENT:**
ENCIRCLED ON THIS CONCEPTUAL DEVELOPMENT PLAN (CDP) DEPICT POTENTIAL FUTURE REDEVELOPMENT AREAS ON THE SITE. THERE ARE CURRENTLY NO PLANS TO CHANGE THE EXISTING MANUFACTURED HOUSING OPERATIONS ON SITE. THE OWNER PLANS TO DEVELOP UP TO NINETEEN (19) NEW MANUFACTURED HOUSING SITES ON UNDEVELOPED LAND AND LAND FORMERLY UTILIZED FOR THE ON-SITE SEWER TREATMENT FACILITY THAT HAS RECENTLY BEEN DECOMMISSIONED. THIS CDP HAS BEEN AMENDED TO REFLECT THE CURRENT DEVELOPMENT PLANS.
7. **PROPOSED LAND USES AND DENSITIES:**
THE PROPOSED USE IS RESIDENTIAL INCLUDING ANCILLARY USES RELATED TO MAINTAINING AND MANAGING THE FACILITIES. THE MAXIMUM DENSITY FOR RESIDENTIAL USES SHALL BE 8 UNITS/ACRE.
- *PER ORDINANCE NO 2018-2-4000, THE FUTURE LAND USE (FLU) PLAN DESIGNATES THE PARCEL AS URBAN MEDIUM DENSITY RESIDENTIAL WITH A MAXIMUM DENSITY OF 4-8 UNITS/ACRE.

8. **FLOOD ZONES:**
THE PROPERTY IS LOCATED IN FLOOD INSURANCE RATE MAP (FIRM) ZONE "AE" AND "X" ON FIRM MAP NO. 12127C0368 G, MAP EFFECTIVE DATE APRIL 15, 2002. THERE ARE TWO SMALL AREAS OF THE SITE IN THE NORTHWEST AND SOUTHEAST CORNERS OF THE PROPERTY THAT ARE IN FLOOD ZONE "AE". FUTURE DEVELOPMENT SHALL MEET THE CITY'S FLOODPLAIN MANAGEMENT REQUIREMENTS AT THE TIME OF REDEVELOPMENT.
9. **TOPOGRAPHY:**
THE EXISTING TOPOGRAPHY IS RELATIVELY FLAT. THE APPROXIMATE GRADE ELEVATION IS 10-FEET MSL. NATURAL DRAINAGE IS TO THE WEST TO AN EXISTING DRAINAGE CANAL, AS DEPICTED ON THE EXISTING CONDITIONS MAP.
10. **SOILS:**
THE SOILS CONSIST OF DAYTONA FINE SAND, IMMOKALEE AND MALABAR FINE SAND, MYAKKA FINE SAND, MYAKKA ST. JOHNS COMPLEX, SATELLITE SAND AND SAVANNA SAND AS DEPICTED ON THE EXISTING CONDITIONS MAP.

11. **POTABLE WATER:**
POTABLE WATER IS PROVIDED TO THE SITE BY THE CITY OF PORT ORANGE.
12. **WASTEWATER:**
SEWERAGE IS PROVIDED BY THE CITY OF PORT ORANGE. THE EXISTING WASTE WATER TREATMENT FACILITY ON SITE IS IN THE PROCESS OF BEING DECOMMISSIONED AND REMOVED TO ENABLE FUTURE DEVELOPMENT.
13. **OPEN SPACE:**
THE PROJECT SHALL MAINTAIN A MINIMUM OF 20% COMMON OPEN SPACE.
14. **WETLANDS:**
THERE IS A SINGLE IDENTIFIED WETLAND ON THE SUBJECT PROPERTY WHICH IS A POND FOR THE ON SITE WASTEWATER TREATMENT FACILITY.
15. **STORM-WATER MANAGEMENT:**
THE SUBJECT PROPERTY WAS DEVELOPED ACCORDING TO THE STORM-WATER MANAGEMENT REGULATIONS AND GUIDELINES AT THE TIME OF APPROVAL IN THE 1970'S. ANY FUTURE DEVELOPMENT OR REDEVELOPMENT ON THE SUBJECT PROPERTY SHALL CONFORM TO THE RULES AND REGULATIONS OF THE CITY OF PORT ORANGE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AT THE TIME OF PERMITTING.
16. **SPECIMEN TREES:**
THERE ARE EXISTING SPECIMEN TREES ON SITE. AT THE TIME OF FUTURE DEVELOPMENT OR REDEVELOPMENT ON THE SUBJECT PROPERTY, SPECIMEN TREES IN THE PROPOSED DEVELOPMENT AREAS WILL BE SURVEYED AND SUBJECT TO THE CITY OF PORT ORANGE LDC CHAPTER 9, SECTION 19 (A)(B) AND WILL BE REVIEWED AT THE STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC).
17. **SIGNAGE:**
ALL SIGNAGE WILL CONFORM TO CHAPTER 15 OF THE CITY'S LDC.
18. **ENVIRONMENTAL PROTECTION CODE:**
SITE IMPROVEMENTS WILL REQUIRE REVIEW FOR CONSISTENCY WITH THE CITY'S LAND DEVELOPMENT CODE.
19. **ALL INTERIOR ROADS ARE PRIVATE**

APPLICATION INFORMATION

OWNER/APPLICANT:

SHADDIX COMMUNITIES, LTD., a Florida Limited Partnership
By: SUN COLONY IN THE WOOD GP LLC, a Michigan limited liability company
Its: General Partner
SHARLENE FOX, GENERAL PARTNER
27777 FRANKLIN ROAD, SUITE 200,
SOUTHFIELD, MICHIGAN 48034
PHONE: (386) 761-2233

Sun Colony in the Wood, LLC dba Colony in the Wood

John B. McLaren
President & Chief Operating Officer
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034

Karen J. Dearing
Executive Vice President, Chief Financial Officer, Treasurer and Secretary
Sun Colony in the Wood, LLC
27777 Franklin Road, Ste 200
Southfield, MI 48034

ENGINEER:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)

SURVEYOR:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)

LANDSCAPE ARCHITECT:
ATWELL, LLC
(SEE TITLE BLOCK FOR CONTACT)

LEGAL DESCRIPTION

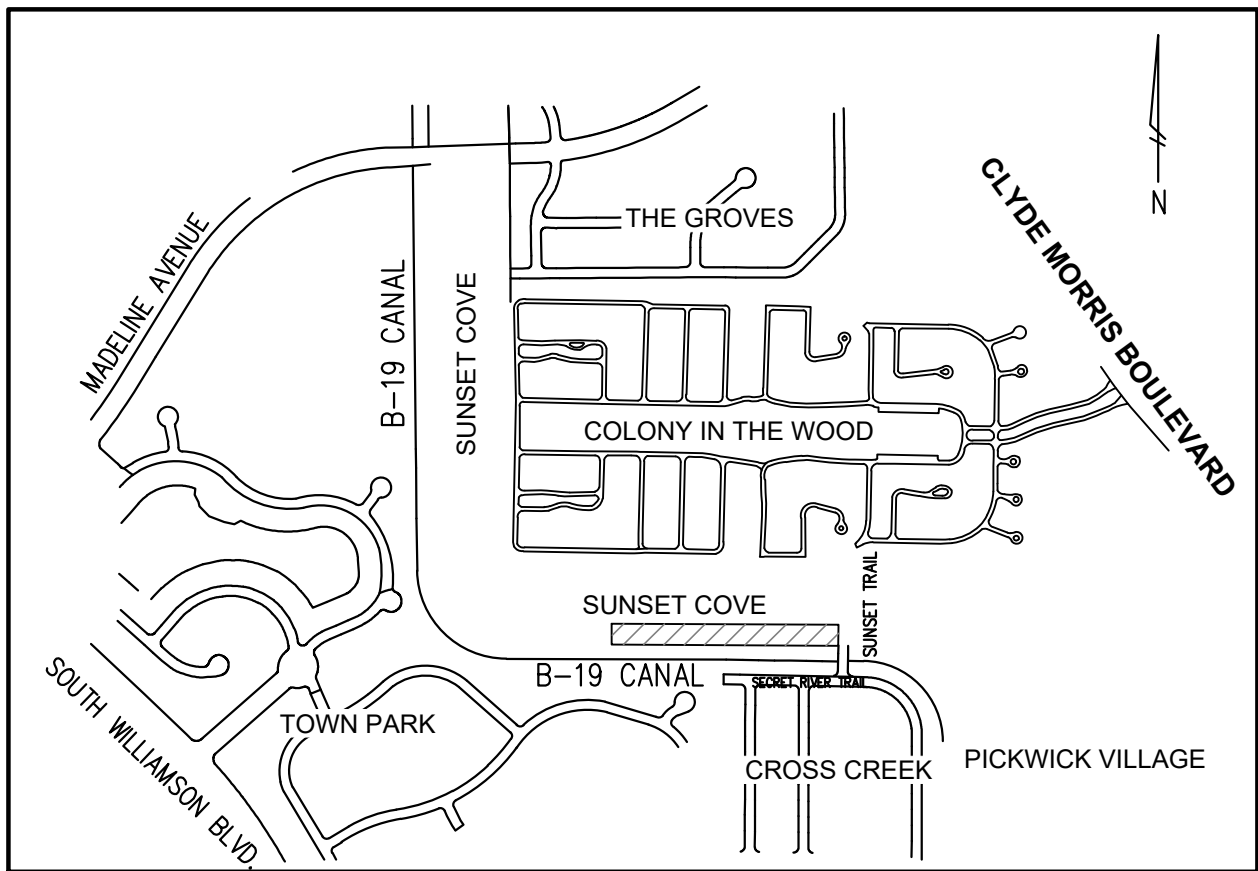
DESCRIPTION:
THE FOLLOWING DESCRIBED LAND, SITUATE, LAYING AND BEING IN VOLUSIA COUNTY, FLORIDA

SECTION 6, TOWNSHIP 16, RANGE 33 EAST, NORTH 130 FEET OF SOUTHWEST 1/4 OF SOUTHWEST 1/4 OF SOUTHEAST AND SOUTH 270 FEET OF NORTHWEST 1/4 OF SOUTHWEST 1/4, EXCEPT LAND TAKEN FOR CLYDE MORRIS BOULEVARD, RIGHT OF WAY, VOLUSIA COUNTY, FLORIDA, CONTAINING 4 ACRES, MORE OR LESS, THE SAME ALSO BEING DESCRIBED AS PORTION OF SOUTHWEST 1/4 OF SOUTH EAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBES AS FOLLOWS: BEGINNING AS THE SOUTHWEST CORNER OF THE ABOVE PARCEL AS A POINT OF REFERENCE, THENCE NORTH ALONG THE WESTERLY LINE OF SAID SOUTHWEST 1/4 OF SOUTHWEST 1/4 A DISTANCE OF 530 FEET TO THE PLACE OF BEGINNING, THENCE EAST 660 FEET, THENCE NORTH 400 FEET, THENCE WEST 660, THENCE SOUTH 400 FEET TO THE PLACE OF BEGINNING, EXCEPT THAT PORTION TAKEN FOR CLYDE MORRIS BOULEVARD RIGHT OF WAY AND EXCEPT THAT PORTION OF PROPERTY LYING EAST OF CLYDE MORRIS BOULEVARD RIGHT OF WAY, CONTAINING APPROXIMATELY 4 ACRES MORE OR LESS, AND THE SOUTH 1/2 OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS PER PLAT OF PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH AN EASEMENT OVER THAT PART OF THE EASTERLY 20 FEET OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXTENDING FROM THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER OF THE SOUTHWEST QUARTER IN A NORTHERLY DIRECTION 1200 FEET MORE OR LESS, TO THE PRESENT GATE OF THE ROULES DOD FARM.

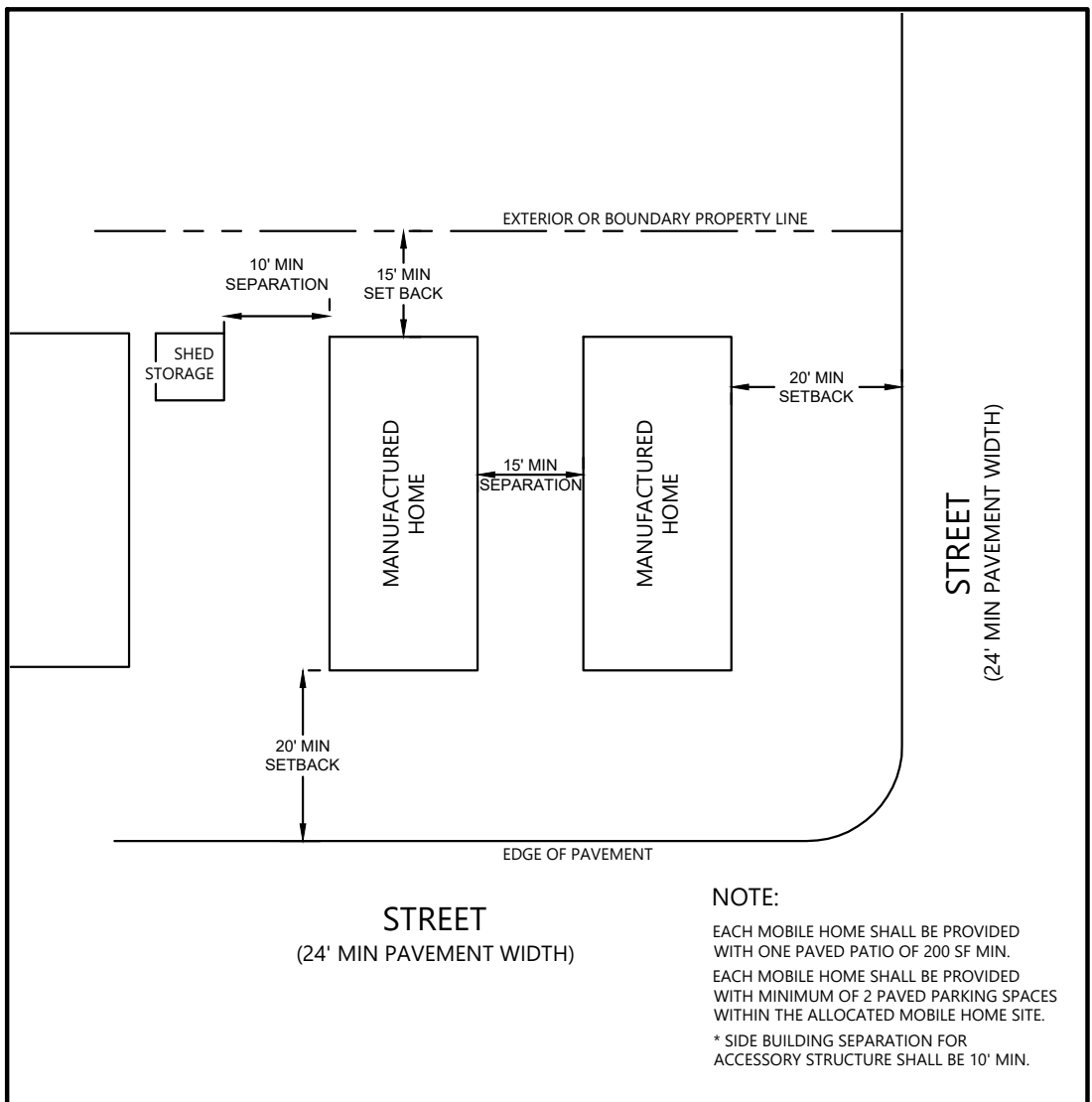
ACERAGE

TOTAL ACRES:
EXISTING COMMON AREAS: 0.24 ACRES
DRAINAGE AREA: 2.30 ACRES
PARKS, BUTTEFS, OTHER: 12.5 ACRES
PRIVATE OPEN SPACE (AREA IN VARIOUS): APPROX. 39.3 ACRES (72% OF OPEN SPACE)
MANUFACTURED HOME CLUSTER/COMMON PARKING AND STORAGE AREAS: APPROX. 177 ACRES
TOTAL: APPROX. 177.3 ACRES (100% OF TOTAL LAND)
SUN OF 19 BUILDINGS, PUBLIC BUILDINGS, ROADS, AND PARKING (177.3-2-1018 FOR TOTAL COVERAGE OF 38.7 ACRES, RESULTING IN 54.4 ACRES OF OPEN SPACE)

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EXISTING COMMON AREAS: 0.24 ACRES
DRAINAGE AREA: 2.30 ACRES
PARKS, BUTTEFS, OTHER: 12.5 ACRES
PRIVATE OPEN SPACE (AREA IN VARIOUS): APPROX. 39.3 ACRES (72% OF OPEN SPACE)
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SUN OF 19 BUILDINGS, PUBLIC BUILDINGS, ROADS, AND PARKING (177.3-2-1018 FOR TOTAL COVERAGE OF 38.7 ACRES, RESULTING IN 54.4 ACRES OF OPEN SPACE)



LOCATION MAP



TYPICAL MANUFACTURED HOME SETBACKS
N.T.S.

COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN.

811
Know what's below.
Call before you dig.
THE FOLLOWING INFORMATION IS FOR YOUR INFORMATION ONLY. IT IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO ANY EXCAVATION WORK. ANY DAMAGE TO UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PORT ORANGE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AT THE TIME OF PERMITTING.

NOTICE:
CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PORT ORANGE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AT THE TIME OF PERMITTING. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE CITY OF PORT ORANGE AND THE ST. JOHNS RIVER WATER MANAGEMENT DISTRICT (SJRWMD) AT THE TIME OF PERMITTING.

24 HOUR EMERGENCY CONTACT

###

ATWELL
866.650.4200
1000 PARKWAY B, SUITE 700
PORT ORANGE, FL 32127
770.423.0367

SECTION
4000 CLYDE MORRIS BLVD
PORT ORANGE
VOLUSIA COUNTY, FLORIDA

CLIENT NAME
COLONY IN THE WOOD
PUD REZONING PLANS
CONCEPTUAL DEVELOPMENT PLAN (CDP)

DATE
4/30/2019
6/21/2019
8/6/2019

REVISIONS
No. 60058
STATE OF FLORIDA
PROFESSIONAL ENGINEER
DAN GIBBS
LICENSE NUMBER: 60088
0 50' 100'
SCALE: 1"=100'

DRAWN BY: AB
CHECKED BY: SM
PROJECT MANAGER: DAN GIBBS
JOB #: 17002297
FILE CODE: CONCEPT
SHEET NO. CDP A

EXHIBIT C
PROSPECTUS



PROSPECTUS FOR COLONY IN THE WOOD

1. THIS PROSPECTUS CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS AND YOUR FINANCIAL OBLIGATIONS IN LEASING A MOBILE HOME LOT. MAKE SURE THAT YOU READ THE ENTIRE DOCUMENT AND SEEK LEGAL ADVICE IF YOU HAVE ANY QUESTIONS REGARDING THE INFORMATION SET FORTH IN THIS DOCUMENT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE LESSEE SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS SHOULD NOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE PARK OWNER OR OPERATOR. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

4. UPON DELIVERY OF THE PROSPECTUS TO A PROSPECTIVE LESSEE, THE RENTAL AGREEMENT IS VOIDABLE BY THE LESSEE FOR A PERIOD OF 15 DAYS.

PROSPECTUS FOR
COLONY IN THE WOOD
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**PROSPECTUS
FOR
COLONY IN THE WOOD**

I. NAME AND ADDRESS OF PARK

Colony in the Wood
4000 South Clyde Morris Blvd.
Daytona Beach, Florida 32019

II. RECEIPT OF NOTICES AND DEMANDS

The following person is authorized to receive notices and demands on the Park Owner's behalf:

Chief Operating Officer
Sun Communities, Inc.
27777 Franklin Road, Suite 200
Southfield, MI 48034

III. PARK PROPERTY DESCRIPTION

Colony in the Wood, hereinafter the "Park" or "Community" contains the following:

A. Lot Sizes

Colony in the Wood contains 385 lots, which are grouped into eight (8) sections. The number of lots per section and their approximate sizes, are found in the following tables:

Section I: Maple in the Wood - 62 lots:

70' x 90' -	-	Lots 1, 59
70' x 100'	-	Lots 2, 5
100' x 100'	-	Lot 3
50' x 100'	-	Lots 6, 10, 14, 18, 26, 29, 30, 31, 34, 35, 37, 38, 42, 46, 50, 66, 70, 74, 78, 22
60' x 100'	-	Lots 7, 17, 62, 69, 71, 73
65' x 80'	-	Lot 9
50' x 90'	-	Lots 11, 23, 61, 63
50' x 80'	-	Lots 39, 41, 43, 45, 47, 49, 51, 53, 55, 58
80' x 90'	-	Lot 15
60' x 85'	-	Lots 19, 21
70' x 70'	-	Lot 33
60' x 90'	-	Lots 57, 65, 75, 77
70' x 80'	-	Lot 54

Lot #	South Side	North Side	West Side	East Side
25	80'	100'	50'	150'
27	120'	40'	100'	100'
67	40'	80'	100'	100'
79	100'	100'	20'	100'
81	100'	100'	20'	80'

82	100'	20'	90'	90'
13	70'	50'	30'	100'

Section II: Cypress in the Wood - 60 lots:

80' x 100'	-	Lot 1
70' x 100'	-	Lots 2, 3
70' x 80'	-	Lots 5, 54, 59
50' x 100'	-	Lots 6, 13, 10, 14, 18, 22, 25, 26, 27, 30, 31, 34, 38, 42, 46, 50, 66, 70, 74, 78
60' x 90' -	-	Lots 15, 29, 53, 62, 69, 71, 73, 75, 77
50' x 90'	-	Lots 17, 33, 35, 37, 39, 41, 43, 45, 47, 51
60' x 80'	-	Lot 19
40' x 90'	-	Lot 49
50' x 80'	-	Lots 8, 61, 63
55' x 80'	-	Lot 65
70' x 90'	-	Lot 79
65' x 90'	-	Lots 81, 82

Lot #	South Side	North Side	West Side	East Side
7	120'	40'	60'	80'
9	80'	80'	40'	100'
11	100'	100'	60'	50'
21	90'	100'	40'	150'
23	40'	150'	00'	100'
67	60'	80'	--	80'

Section III: Pine in the Wood - 47 lots:

80' x 80'	-	Lot 1
70' x 90'	-	Lots 2, 27
50' x 90'	-	Lots 4, 8, 10, 12, 14, 16, 35, 37
60' x 80'	-	Lot 5
80' x 90'	-	Lots 6, 9, 58
70' x 90'	-	Lots 13, 26
40' x 100'	-	Lot 18
50' x 100'	-	Lot 20
60' x 100'	-	Lots 22, 59, 39, 45
60' x 90' -	-	Lots 28, 29, 30, 31, 32, 36, 38, 46, 48, 50, 52, 54, 56, 44, 42
75' x 90'	-	Lot 40
55' x 100'	-	Lots 49, 53, 55, 57
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
17	120'	60'	150'	40
21	150'	30'	120'	70'
24	70'	100'	80'	150'

Section IV: Bay in the Wood - 47 lots:

80' x 80'	-	Lots 1, 5
70' x 90'	-	Lots 2, 58, 26
60' x 90'	-	Lots 8, 30, 32, 36, 38, 42, 44, 46, 50, 25, 28, 52, 54, 56
50' x 90'	-	Lots 4, 6, 29, 27, 31, 33, 35, 48
80' x 100'	-	Lot 9
50' x 100'	-	Lots 10, 12
55' x 100'	-	Lots 14, 49
80' x 90'	-	Lot 15
60' x 100'	-	Lots 16, 18, 53, 55, 57, 59
70' x 100'	-	Lots 37, 45
75' x 90'	-	Lot 40
75' x 100'	-	Lot 62

Lot #	South Side	North Side	West Side	East Side
21	50'	150'	150'	70'
22	80'	100'	80'	60'
24	100'	70'	60'	150'
17	10'	30'	50'	60'

Section V: Oak in the Wood - 52 lots:

75' x 90'	-	Lots 1, 2, 13, 42, 41, 61, 62
60' x 90'	-	Lots 3, 24 5, 7, 9, 11, 28, 30, 32, 34, 33, 36, 38,
63' x 90'	-	Lots 4, 6, 8, 10, 12, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 40
70' x 90'	-	Lots 14, 53, 54, 73, 74
80' x 90'	-	Lot 26

Section VI: Cedar in the Wood - 56 lots:

50' x 90'	-	Lots 6, 8, 10, 12, 45, 47, 48, 49, 50, 44, 51, 52, 65, 67, 69, 71
75' x 90'	-	Lots 1, 74, 62
70' x 90'	-	Lots 2, 13, 61, 41, 42, 75, 55, 16, 56
60' x 90'	-	Lots 3, 4, 5, 7, 90, 11, 14, 22, 24, 28, 30, 32, 34, 36, 38, 40, 43, 46, 53, 54, 63, 73
63' x 90'	-	Lots 70, 72, 68, 66, 64
65' x 90'	-	Lot 26

Section VII: - 31 lots:

Hickory in the Wood

63' x 90'	-	Lots 88, 86, 84, 82, 80, 78, 76
70' x 90'	-	Lot 90

Willow in the Wood

63' x 90'	-	Lots 33, 35, 37, 45, 46, 47, 48, 49, 50, 51, 52
65' x 90'	-	Lot 43
70' x 90'	-	Lots 53, 54

75' x 90'	-	Lots 31, 44
80' x 100'	-	Lot 39

Palm in the Wood

63' x 90'	-	Lots 17, 15, 13, 11
70' x 90'	-	Lot 9
75' x 90'	-	Lot 19

Section VIII: - 31 lots

Laurel in the Wood

75' x 90'	-	Lot 19 70' x 90' - Lot 9
63' x 90' -	-	Lots 17, 15, 13, 11

Holly in the Wood

63' x 90'	-	Lots 33, 35, 37, 43, 45, 47, 49, 51, 52, 50, 48, 46
75' x 90'	-	Lots 31, 44, 54, 53
80' x 100'	-	Lot 39

Spruce in the Wood

63' x 90' -	-	Lots 88, 86, 84, 82, 80, 78, 76 75' x 90' - Lot 90
-------------	---	--

B. Set-back and minimum separation distance requirements

There are several requirements of law with respect to how far each mobile home within the Park must be set back from the borders of its lot and the distance that must be maintained from each mobile home in the Park and its supporting facilities (such as, for example, a carport) to other mobile homes, supporting facilities and structures in the Park.

The State Fire Marshal has established minimum separation and setback requirements, as follows:

Pursuant to S4A-42.05, Florida Administrative Code, the State Fire Marshal has adopted the NFPA Code. This code sets forth minimum separation distance requirements between mobile homes as follows:

5-2.1 Firesafety Separation Requirements.

5.2.1.1

Any portion of a manufactured home, excluding the tongue, shall not be located closer than 10 ft. (3.04 m) side to side, 8 ft. (2.44 m) end to side or 6 ft. (1.83 m) end to end horizontally from any other manufactured home or community building unless the exposed composite walls and roof of either structure are without openings and constructed of materials which will provide a one-hour fire rating, or the structures are separated by a one-hour fire rated barrier. (See 5-4.1)

5-4 Accessory Building or Structure Firesafety 5-4.1 Requirements.

A carport, awning, ramada, or open (screened) porch shall be permitted to be located immediately adjacent to a site line when constructed entirely of materials which do not support combustion and provided that such facilities are not less than 3 ft (0.91 m) from a building, cabana, or enclosed porch on an adjacent site.

A carport, awning, or ramada or open (screened) porch using combustible materials shall not be located closer than 5 ft. (1.52 m) from the site line of an adjoining site.

In addition to the requirements of the State Fire Marshal, the County of Volusia, Florida has enacted certain zoning regulations controlling the setback and separation of mobile homes within the Park.

The Volusia County setback requirements and minimum separation distance between mobile homes are:

Front yard setback	- 10 feet
Rear yard setback	- 7-1/2 feet
Side yard setback	
abutting another space	- 7-1/2 feet
abutting street	- 10 feet
Waterfront yard	- 20 feet
Minimum separation	- 15 feet

The requirements quoted and referenced above of the various governing agencies having jurisdiction in these matters may overlap or be inconsistent with one another. In addition, governmental rules or regulations are subject to amendment or repeal. No representation is made as to the interpretation of the set back and separation requirements set out above, nor as to the continuing applicability of such requirements after the delivery date. "Delivery date" as used herein is the date upon which the Prospectus is delivered to the tenant. Prospective tenants of the Park are advised to inquire with the above referenced authorities with respect to these matters.

Please note that the above quoted and referenced requirements concern only the setback and separation requirements applicable to the Park on the delivery date of this Prospectus, and that any one or more of such requirements may be subsequently modified or repealed. No continuing obligation is undertaken by the Park Owner to advise any Park resident or tenant of any subsequent modification, future adoption of additional requirements by any governmental body, or future repeal of these provisions. The requirements stated above may not be applicable to the Park, in whole or in part, due to the placement of homes in the Park prior to the enactment of those requirements, vested rights established under earlier ordinances, statutes or laws; or due to subsequent judicial decisions interpreting these or other laws. The prospective tenant is advised to obtain further information regarding installation of mobile homes in the Park from the appropriate permitting authority.

C. Shared Facilities

Colony in the Wood has a recreation building, swimming pool, shuffleboard courts, R.V. and boat storage area, and a fitness and billiard center available for use by community residents. The maximum number of lots that will use these shared facilities is 415. This number may increase or decrease if the size of the community changes including by the acquisition of additional land and/or lawfully allowable densities are increased or decreased and/or areas of the Community currently not occupied by manufactured homes become available as manufactured home lots.

IV. RECREATIONAL AND COMMON FACILITIES

The recreational and common facilities of the Park are as follows:

A. BUILDINGS

Recreation Building--Colony in the Wood has a recreation building, which is located toward the front of the community centered between the streets Maple in the Wood and Cypress in the Wood. The building has one large room, a lounge, of approximately 4400 square feet with a capacity of 350 persons. This lounge is furnished with tables and chairs, a stage and dance floor. The lounge is intended to be used primarily for social functions.

Adjoining the lounge is a kitchen of approximately 200 square feet having a capacity of 5 persons, equipped with a range, refrigerator, and ice maker for serving refreshments and handling clean-up. There are two restrooms to serve the residents using the lounge and pool area. Each restroom is approximately 110 square feet. There are two storage rooms, each with about 200 square feet.

The recreation building contains two offices that serve the Community. Each office is about 250 square feet, having a capacity of 4 persons each.

B. SWIMMING POOL

There is one swimming pool located immediately to the west of the recreation building. The pool is free-form, and about 20 feet wide and 60 feet long. Each end of the swimming pool is approximately 3-1/2 feet deep, with the depth at the center of the pool being 6-1/2 feet. The capacity of the pool is 43 persons. The pool is heated. It is surrounded on all sides by a deck about 20 feet wide, which is approximately 10,000 square feet in area. There are chairs, tables, lounges, and umbrellas on the pool deck.

C. OTHER FACILITIES AND PERMANENT IMPROVEMENTS

A description of all other facilities and permanent improvements available for use by the mobile home owners, is as follows:

Shuffleboard Courts--Six shuffleboard courts are located about 100 feet to the west of the swimming pool. There are benches for the players' use. Shuffleboard equipment is kept available in a storage area near the courts. All six courts are illuminated for evening play.

Fitness and Billiard Center--A fitness and billiard center of approximately 1,344 square feet is located to the west of the shuffleboard courts at the east end of the community greenbelt area.

Spa – A spa is located adjacent to the swimming pool. It is approximately 10' x 10' in size and has a capacity of 10 persons.

Bocce Ball Courts – There are two (2) bocce ball courts located adjacent to the pool and fitness center.

Pickleball Court – There is a pickleball court located adjacent to the pool and fitness center.

D. PERSONAL PROPERTY

A description of the items of personal property available for use by the mobile home owners, is as follows:

There is adequate shuffleboard equipment for use with the community courts.

There are approximately 6 tables with umbrellas, 12 lounges, and 21 chairs available for use on the pool deck.

The recreation building is furnished with approximately 24 tables, 224 chairs, numerous folding tables, a piano, sound system, bingo equipment, refrigerator, range, ice maker, drink vending machine, coffee makers, and outdoor water fountain.

There is no personal property which is reserved for the exclusive use of mobile home owners. The Owner reserves the right to modify, replace, remove or change any personal property made available to the mobile home owners.

E. DAYS AND HOURS OF OPERATION

The days and hours that the facilities of the Park will generally be available for use by the mobile home owners, are as follows:

Lounge--The recreation lounge is generally open seven days a week from 9:00 a.m. until 10:30 p.m. Scheduled social and special events could limit the use of the recreation lounge at specified times. The Community Management reserves the right to use and assign the use of the recreation lounge.

Swimming Pool--The swimming pool is generally open seven days a week, one half-hour after sunrise to one half-hour before sunset.

Shuffleboard Courts--The shuffleboard courts are generally available for play from 9:00 a.m. until 10:00 p.m., seven days a week.

Fitness and Billiard Center – The fitness and billiard center is open from 6:00 a.m. until 10:00 p.m. seven days a week.

Spa – The spa is generally open from one half-hour after sunrise to one half-hour before sunset seven days a week.

Bocce Ball Courts – The bocce ball courts are generally open from sunrise to sunset seven days a week.

Pickleball Court – The pickleball court is generally open from sunrise to sunset seven days a week.

Office--The office is generally open Monday through Friday from 10:00 a.m. until 12:00 p.m. and from 2:00 p.m. until 4:00 p.m. The office will be closed for holidays and special events as the Community Management considers desirable.

The Park Owner expressly reserves the right to alter the days and hours of operation in accordance with procedures prescribed in the Park Rules and Regulations. In case of emergency or repairs, the facility may be closed, and the residents will be notified promptly.

F. FUTURE IMPROVEMENTS

All facilities in this Prospectus have been completed as of the Filing Date. The Owner reserves the right from time to time to alter or change any of such facilities or property by the removal, relocation or alteration of existing facilities and property or the construction of new facilities. No assurance is given that any of the foregoing facilities or property will remain available for the residents' use for any specified period after the Filing Date.

V. PARK MANAGEMENT AND MAINTENANCE

The management, operation and maintenance are under the direction of the Owners of the Community. The Owners will designate a person or persons to act as on-site Manager(s).

The community office is located at 4000 South Clyde Morris Blvd., Daytona Beach, Florida 32019 in the recreation building. All questions and problems concerning Community operations should be directed to this office.

All questions and problems concerning Community maintenance or operation should be directed to the office. The maintenance and operation within the Community will be performed by Community employees or by contract with other persons at the Management's discretion.

The Owner may from time to time employ such additional personnel as the Owner may deem necessary or appropriate to properly operate the Park. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home located in the Park, to increase, reduce, eliminate or modify from time to time any or all of the services that are provided by the Park.

VI. MOBILE HOME OWNER REQUIRED IMPROVEMENTS

A description of all improvements, both temporary and permanent, which are required to be installed by the mobile home owner on the mobile home lot as a condition of his occupancy in the Park, is as follows:

1. Decorative underskirting around the home.
2. Patio cover large enough to cover the entire patio, plus a one foot minimum overhang, on homes that have a patio.
3. Raised patio on homes where a patio will be a part of the exterior improvements to the home.
4. Carport wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles and utility room that will use this area.
5. Permanent steps where needed at the home.
6. Decorative planter and/or shrubs to landscape around the front of the home.
7. Concrete driveway long enough to accommodate the vehicles and utility room for each home, and at least eleven feet wide.
8. Concrete walkways as needed for each home.
9. Sod for entire lawn area.
10. Electric connections from the panel under the Florida Power and Light meter into the mobile home. This panel is located on or near each individual home owner's lot.
11. Water line from the Park provided shut-off valve located on the home owner's lot to the point of connection of the mobile home.
12. Sewage discharge line from the mobile home to the underground connection with the Park central collection system. This connection is located near the rear lot line of the home owner's lot.

All exterior improvements to a home must be of a material, design, and construction approved by the Community Management.

All required improvements must meet specifications as established by the Park Owner. Such specifications are available from the Park Manager's office.

To the extent permitted by law, tenants assuming the remaining portion of a tenancy as prescribed by Section 723.059(3), F.S., will be required to upgrade the mobile home they are purchasing from the original tenant. The assuming tenant will be required to install improvements subject to the same terms and conditions of the Prospectus or offering circular as delivered to the initial recipient.

In general and except as expressly provided to the contrary in this Prospectus, and to the extent permitted by law, each owner of a mobile home in the Park is responsible for the maintenance and repair of his or her mobile home, mobile home lot, and all improvements thereon (including landscaping).

Tenants who were residents of the Park as of June 4, 1984, and those tenants residing in the Park prior to the delivery date of this Prospectus, were required to install the improvements as set out above upon becoming a resident of the Park. To the extent that those tenants did not install the required permanent improvements, those requirements are still effective. There are no additional requirements established pursuant to this Prospectus as to the tenants described above.

To the extent permitted by law, the mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park.

VII. UTILITIES AND OTHER SERVICES

The manner in which utility and other services will be provided and the person or entity furnishing those services, are as follows:

1. Water Service

Water for the homes and irrigation of the lawns is provided by the Community by the City of Port Orange. Water for irrigation is provided by the Community via a well located in the Community. Colony in the Wood is responsible for the water distribution system, up to, and including, the shut-off valve providing water to each lot. The water shut-off valves are located above ground at the electric meter pedestal. These pedestals are not uniformly placed throughout the Park due to the specifications of Florida Power and Light Company at the time each section was developed. However, most of them are placed within about five feet of the lot line. Water service is charged as a separate fee, included in the lot rental amount but not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered water usage, including a pro rata share of the cost of meter reading and billing.

2. Sewage Disposal Service

Sewage service is provided by the City of Port Orange. The homeowner is responsible for the sewer lines within his home and to the point where they connect with the central collection system. This connection to the central collection system is underground directly above the main that serves that area. These connections are typically located on the rear lot line, or within about ten feet of it. Sewer service is charged as a separate fee, included in the lot rental amount but not included in the base rent. Each home owner is billed monthly for this service by Community Owner based upon the home owner's individually metered usage.

3. Waste Disposal Service

Garbage and trash are collected at the street edge by JJ's Waste and Recycling. Trash, recycling, and yard waste should be placed in containers provided by Community Management which will enable the collectors to handle it efficiently. Home Owner's charge for this service is included in the lot rental amount as a separate charge and is not included in the base rent.

4. Cable T.V. Service

Basic cable television service is provided to the home owners by Spectrum. No TV antennas are allowed on individual mobile home lots. The cost of providing basic cable TV service is included in the base rent.

5. Storm Drainage

Storm water drainage is accomplished by the grade of the roads and an open ditch system on the north, south, and west sides of the Community. All water is then discharged into a major storm water canal located west of the Community. The cost of providing storm drainage is included in the base rent.

6. Electricity

Electric power is provided to each home by Florida Power & Light Company, which is responsible for maintaining the electric service lines through and including the electric meter. The homeowner is billed directly by the power company for electricity used. The Community is responsible for the service lines from the meter, through and including the panel located directly under the individual mobile home electric meter. Electric lines in the home and outside the home to this point of connection, are the responsibility of the homeowner.

7. Telephone Service

Telephone service is provided by AT&T, which directly bills the homeowner for the service.

8. Other Services

The following services are provided by the Community:

- Streets and community areas are illuminated.
- Lawns are mowed as needed, fertilized twice a year, and sprayed for chinch bug control.
- Monthly newsletter and social calendars are available.
- Various social functions are sponsored throughout the year.
- Mailboxes for each home.

9. Changes to Utilities and Other Services. The description of the utility and other services set forth above reflects the manner in which such services are provided and charged, and the parties responsible for the maintenance of the facilities necessary to provide such services, as of the Filing Date. The Owner reserves the right, upon 90 days prior written notice to each owner of a mobile home in the Park, to discontinue the provision or maintenance of any utility or other service described above that is presently provided and/or maintained by the Park, so long as such discontinued service or utility is replaced by a comparable service or utility. In the event of such discontinuation and replacement, the mobile home owners within the Park may be billed separately for utilities or services that are billed to the Park as of the Filing Date and/or may become responsible for the maintenance of utility facilities that are the responsibility of the Park as of the filing date.

VIII. LOT RENTAL AMOUNT

The mobile home owner will be responsible for payment of lot rental amount as follows:

A. Base Rent--

The base rent for the leased lot is \$_____ per month, and will be in effect from _____, 20____, to _____, 20____, payable on the _____ day of the month.

B. Special Use Fees--

Other fees, charges, and assessments that the homeowner is responsible for are:

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.

2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.
5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.
6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.

C. Government and Utility Charges--

The mobile home owner will be responsible for payment of government and utility charges to the Park Owner by state or local government or utility companies. Certain utility charges, ad valorem property taxes, and non-ad valorem assessments may be assessed more often than annually and will be assessed to the mobile home owner on a pro rata basis. The pro rata share will be determined by dividing the number of mobile home spaces leased by a resident by the total number of occupied mobile home spaces in the Park. Those items defined below as government and utility charges may be passed on to the resident more often than annually, however, the Park Owner reserves the right to recoup those costs in the form of future lot rental amount increases.

D. Assessments

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

E. Pass-Through Charges

The mobile home owner will be responsible for payment of pass-through charges, which are the home owner's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the home owner on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

F. Generally

The costs of all other services required by the mobile home owner are solely the home owner's responsibility. The dollar amounts set above represent only the amounts charged for each rental category on the Delivery Date. As disclosed in this Prospectus, such amounts are subject to increase.

Wherever "0" appears above a blank for the amount charged for any rental category described above, it means that charges for that rental category are not imposed by the Owner on the Delivery Date. The amount for these charges may be increased as described in this Prospectus.

Nothing in this Prospectus shall be deemed a waiver of the Owner's right to collect from the mobile home owner any damages that the Owner may sustain as a result of or in connection with the tortious act, neglect or breach of lease by the mobile home owner or anyone permitted to be on Park property by the mobile home owner.

Increases in Lot Rental Amount

The manner in which lot rental amount will be increased, is as follows:

1. Definitions. As used in this Section VIII:

a. "Lot rental amount" means all financial obligations, except user fees, which are required as a condition of the tenancy. Such sums include base rent, special use fees, installation and set-up charges, and other fees, charges and assessments imposed by the Owner.

b. "Special use fees" mean those separately itemized amounts for specific services or privileges which are charged in addition to the base rent, including, but not limited to, such charges as guest fees and late fees.

c. "Government and utility charges" are defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company

2. Notice of Increase. The mobile home owner shall be notified of any increase in the lot rental amount at least 90 days prior to the effective date of such increase.

3. Lot Rental Amount--Categories of Charges.

Current Lot Rental Amount. A description of each category of charge comprising a part of the lot rental amount as of the date this Prospectus was delivered to the mobile home owner (the "Delivery Date"), and the dollar amount of each such charge as of the Delivery Date, is set forth above.

4. Lot Rental Amount--Increases.

a. General. The lot rental amount is subject to periodic increases by the Owner. However, except for increases resulting from the imposition of certain government and utility charges, the lot rental will not be increased more frequently than annually.

b. Factors Affecting Increases. The factors affecting the amount of increases in the lot rental amount may include Increased Costs, Prevailing Market Rent and Prevailing Economic Conditions, each determined and evaluated by the Owner at or prior to the time of furnishing notice of any increase in the lot rental amount.

Factors which may affect the level of increases in lot rental amount are as follows:

1. Water rates
2. Sewer rates
3. Electricity rates
4. Waste disposal
5. Maintenance costs
6. Management costs

7. Property taxes

8. Major repairs or improvements. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

9. Increased costs, which refers to any increases experienced by the Owner since the delivery of notice of the last increase in the lot rental amount in the total costs arising out of the ownership, operation and management of the Park. All present and future operating expenses and other charges of every kind and nature will be taken into account in determining the total costs, and such expenses and charges shall include, but not necessarily be limited to:

- (a) The costs of all insurance carried by Owner with respect to the Park;
- (b) The cost of general repairs, maintenance and replacement;
- (c) The cost of janitorial services, security, cleaning, window washing and pest control;
- (d) The cost of redecorating, renovating and landscaping the common facilities or areas in the Park, and of stripping, patching and repairing any roadways, vehicular parking areas or storage areas in the Park;
- (e) The costs of obtaining utility services, including water, sewer, electricity, gas and waste disposal;
- (f) The cost of providing heating, ventilation, sewage and waste disposal, air-conditioning, and any other service attributable to the operation of any recreational building or other common area or facility in the Park;
- (g) Reasonable salaries and other remuneration and compensation paid to persons or firms engaged in operating, man-aging, repairing, maintaining or administering the Park;
- (h) Reasonable management fees paid in connection with the operation and management of the Park, including any such fees paid to Owner or any affiliate of Owner;
- (i) The cost of capital improvements or major repairs made in or for the benefit of the Park, and for the funding of any reserves for capital improvements or repairs, to the extent permitted by law. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.
- (j) Rents and additional rents payable under any ground lease;
- (k) License fees, permit fees and other fees and charges payable to the State of Florida or any agency or municipality thereof;
- (l) Debt service.

10. Prevailing Market Rent--Refers to the lot rental amount imposed in mobile home parks comparable to this Park, or the lot rental amount willingly paid from time to time by new residents of this Park. A park will be deemed comparable if it is located in the same general vicinity as this Park, and offers similar densities, amenities and services.

11. Prevailing Economic Conditions--are intended to refer to those factors which bear on the economic viability of a real estate investment and which would be considered by a prudent businessman in establishing the lot rental amount and other charges or any increase in the amount thereof. These factors may include: (1) the costs attendant to the replacement of this Park in the economic environment existing at the time of any lot rental amount increase, including land acquisition costs, construction costs, and losses associated with the operation of a park prior to full occupancy, and the level at which the lot rental amount must be established in order that the Park Owner will realize a reasonable return on the costs referred to in this clause (1); (2) the level of interest rates and other financing charges associated with construction, interim and permanent financing; (3) the availability of alternative forms of real estate investments which, absent the lot rental amount increase in question, might reasonably be expected to yield a greater return on investment capital; (4) the levels of the Consumer Price Index, defined as the United States Department of Labor, Consumer Price Index, U.S. City Average--All Urban Consumers, 1967 = 100, or, in the event of the discontinuation of publication of the Consumer Price Index, then an alternative index which has been reasonably related to the Consumer Price Index in evaluating economic conditions, and which has been, or can reasonably be expected to be, generally accepted as a replacement index for the Consumer Price Index; (5) the level at which the lot rental amount must be established in order that the Owner will realize a reasonable return on the "Owners's Equity"; for this purpose, the "Owner's Equity" refers to the fair market value of the Park from time to time, less existing mortgage indebtedness; (6) other economic factors which might reasonably be expected to affect either the value of the Park, the rate of return available to the Owner of the Park at the existing level of lot rental amount, the present value of the real estate investment in the then current economic conditions, and which would be taken into consideration by a prudent businessman in considering the amount of lot rental amount increase required in the Park in order to realize a rate of return similar to other at risk real estate ventures from the then current value of the Park.

12. Professional fees--including but not limited to, fees to accountants, attorneys, engineers, architects and consultants, employed to assist in the operation, management, development, and administration of the park, including all costs of litigation.

13. Government and Utility Charges--The mobile home owner will be responsible for payment of those charges to the Park Owner by state or local government or utility companies. Charges by state or local government or utility companies will only be used as a factor for future rent increases to the extent those charges are not directly charged more frequently than annually.

14. The mobile home owner may also be required to bear, in the form of increases in the lot rental, the costs incurred by Owner in installing capital improvements or performing major repairs in the Park. However, pursuant to Section 723.011, Florida Statutes, a tenant of the Park as of June 4, 1984, may not be required to install permanent improvements.

15. Costs incurred as a result of actions by state or local government or utility company.

Additional Considerations

The ~~Park~~ Owner reserves the right to amend this Prospectus or any exhibit thereto from time to time to the extent permitted by law to conform with changes in relevant statutory provisions or changes in relevant rules of the Florida Department of Business and Professional Regulation, or any other agency having jurisdiction over the operation of this mobile home park.

The sections above are intended only to provide the home owner with a listing of factors which may be considered by the Owner in whole or in part in establishing the amount of increases in lot rental amount.

An increase in one or more of the above-described factors may result in an increase in the mobile home owner's lot rental amount.

Home owners assuming the remaining portion of a rental agreement as prescribed by §723.059(3), F.S., are hereby notified that upon the expiration of the assumed rental agreement, the Park Owner expressly reserves the right

to increase lot rental amount in an amount deemed appropriate by the Park Owner with such increase being imposed in the manner disclosed in the Prospectus delivered to the initial recipient. The increased lot rental amount must be disclosed to the prospective home owner.

IX. USER FEES

The homeowner is responsible for the payment of user fees if the homeowner agrees to the provision of services for such fees by the Park Owner.

"User fees" are defined as those amounts charged in addition to the lot rental amount for nonessential optional services provided by or through the Park Owner to the mobile home owner under a separate written agreement between the mobile home owner and the person furnishing the optional service or services.

There are no current user fees charged in the Park.

X. PARK RULES AND REGULATIONS

A. Current Park Rules or Regulations

The current Park Rules and Regulations governing mobile home owners' behavior, guest procedures, time for using recreational and other facilities and any other rules, are attached as Exhibit A.

B. Changes in Rules and Regulations

The Park Owner shall give written notice to each mobile home owner at least ninety (90) days prior to any change in Rules and Regulations. Rules adopted as a result of restrictions imposed by governmental entities and required to protect the public health, safety, and welfare may be enforced prior to the expiration of the ninety (90) day period.

XI. ZONING

The nature and type of zoning under which the mobile home park operates, the permitted uses under such zoning classification and the name of the zoning authority which has jurisdiction over the land comprising the Park, are as follows:

Colony in the Wood is presently zoned MH-1. Permitted principal uses are as follows:

1. Mobile home park meeting the requirements of Section 809.00 (Volusia County), and accessory laundry buildings, commissary, swimming pools, and recreational facilities.
2. Essential utility services.
3. Excavations which do not require a permit under the Excavation Ordinance of Volusia County or those which comply with the Stormwater Management Ordinance.
4. Home occupations which do not cause unnecessary traffic by car or foot.

The Halifax Zoning Commission District, of Volusia County, is the zoning authority for the land which comprises this Community.

The Community Owner has no current plans to seek a change in the future use of the land comprising Colony in the Wood.

XII. EXHIBITS

The following exhibits are required attachments to this Prospectus.

Exhibit A -- Rules and Regulations

Exhibit B -- Layout of the Park

Exhibit C -- Rental Agreement

Exhibit D -- User Fee Agreement

EXHIBIT “A”

RULES AND REGULATIONS

COLONY IN THE WOOD RULES AND REGULATIONS

Community management of Colony in the Wood offers Equal Housing Opportunities. Colony in the Wood does business in accordance with Federal Housing Laws and will not discriminate against any person because of race, color, age, religion, sex, handicap, familial status, or national origin in the sale or rental of housing or residential lots.

All reasonable means have been taken to ensure that community residency is pleasant and enjoyable. Many of the following rules and regulations are based on the requirements of Florida law, and the remainder are to assist in the peaceful enjoyment of all Residents.

These rules and regulations are intended to maintain the appearance and comfort of the Community for Residents and their visitors. A copy of the rules and regulations will be posted in the clubhouse and must be observed by all Residents, guests and invited family members. Residents shall require all persons on the lot with their consent to govern themselves in accordance with the rules and regulations and in a manner that does not unreasonably disturb their neighbors or constitute a breach of peace.

Definitions:

“COMMUNITY” means a “mobile home park” as defined in section 723.003(12), Florida Statutes.

“COMMUNITY OWNER” means the owner or operator of the Community.

“MANUFACTURED HOME” means a “mobile home” as defined in section 723.003(8), Florida Statutes.

1. ENFORCEMENT OF RULES AND REGULATIONS

A. Please note that ignorance of a Rule and Regulation cannot be accepted as an excuse for violation. Every effort will be made by Management to ensure that the rules and regulations are enforced and that Resident safety and comfort are not disturbed. Each Resident's cooperation is absolutely essential in enforcing these rules.

B. Notwithstanding Community Owner's express intent to enforce the Community rules and regulations and to require compliance therewith by all Community Residents, compliance and enforcement is a matter between the Community Owner and the offending Resident, and as such, no other Home Owner or Resident has any right against the Community Owner relative to enforcement of the rules and regulations against another Resident.

2. NOTICE OF VIOLATION OF RULES AND REGULATIONS

Management will contact Residents who violate a Community rule or regulation by means of a personal visit, telephone call and/or a NOTICE OF RULE VIOLATION will be mailed. It is expected that all Residents will correct the violation within the amount of time noted on the violation. Repeat violations could lead to eviction proceedings pursuant to section 723.061, Florida Statutes. Please note that total adherence by Residents is absolutely essential to provide Residents a peaceful surrounding.

3. ACCEPTANCE OF LOT RENTAL AMOUNT, LATE CHARGE & DELINQUENT NOTICE

Home site lot rental amount is to be paid monthly. Lot rental amount is due on the first day of each month and must be paid on or before the tenth day of the month. A Late ~~Damage~~ Charge will be charged to all Residents whose payment is not received by Management (including mailed-in payments) on or before the tenth day of the month. If a Resident chooses to pay their lot rental amount with a personal check, a charge will be assessed against any check that is not honored for any reason. Payment will only be accepted by personal check, money order, cashier's or certified check. However, in the event a check is returned not paid for any reason or proceedings are instituted to enforce

Management's rights, payment by certified funds, or money order ~~or cash~~ may be required for payment. Lot rental amounts are payable only in United States Funds. **For safety purposes, cash payments are not accepted for any reason.** The Resident's lot number must appear on the check, money order or bank draft. In the event that the Resident fails to pay the lot rental amount on or before the tenth day of the month, Management will issue a Delinquent Notice requiring the Resident to either pay all monies due or the Resident may be evicted pursuant to section 723.061, Florida Statutes. In the event that Management chooses to initiate legal proceedings for eviction, the prevailing party shall be entitled to a reasonable attorneys fee in addition to court costs. Resident will have the option to prepay lot rental amount only when that option is offered to the Residents.

4. OCCUPANCY

A. Any person applying for admittance as a Resident of the Community must fill out an Application for Residency and be interviewed by Community Management. All prospective Residents must be approved by Community Management and must sign a lease agreement prior to taking possession of a manufactured home currently in the Community or moving a manufactured home into the Community. Management has the right to reject a prospective Resident for any reason not prohibited by law. Management will not approve a prospective Resident who provides false or misleading statements, whether orally or in writing, within the rental application or in any statement or document offered in support of a request for residency approval. No one other than those executing the lease agreement shall be allowed to own or to reside upon the lot set forth in the lease agreement without prior written consent from the Community Manager. The purchase of a Home Owner's home by those who have not executed the lease agreement or obtained written consent from the Community Management shall not constitute permission or right for the purchaser(s) to reside within the Community. An Application for Residency and credit check must be completed and approved, a Prospectus delivered, and a Rental Agreement signed, prior to (1) arrival of the Home Owner's manufactured home in the Community; or (2) occupancy of a home ~~is~~ already in the Community. The Community Manager reserves the right to: (1) refuse to accept further lot rental amount and terminate the Rental Agreement of anyone who, after proper notices pursuant to section 723.061, Florida Statutes, fails to comply with these rules and regulations; and (2) refuse rental to any occupant (approval will not be unreasonably withheld).

B. This Community is intended, operated and maintained for the occupancy, use and benefit of persons 55 years of age or older. As such, this Community adheres to and enforces the requirements of the "Housing for Older Persons Act" of 1995. Consequently, at least 80 percent of the occupied homes must be occupied by at least one person who is 55 years of age or older as of the date of occupancy and any other Resident must be 35 years of age or older (except spouses and permanent full-time care givers whose presence is required by a licensed physician). In the event the oldest Resident of a manufactured home dies or vacates the manufactured home, the remaining Resident(s) may continue as a Resident(s) of the Community and Resident of the manufactured home as long as at least 80 percent of the occupied homes in the Community, including that occupied by the remaining Resident(s), are occupied by at least one person 55 years of age or older. Notwithstanding this express policy and intent to the contrary, Community Management reserves the right in its sole discretion to accept a Resident who is less than 55 years of age but older than 35, as long as at least 80 percent of the occupied homes in the Community, including that of the new Resident, are occupied by at least one person 55 years of age or older.

C. At the time of application for initial occupancy or upon request of Community Management, a prospective resident shall, for purposes of age verification, produce for inspection and copying one of the following: driver's license; birth certificate, passport; immigration card; military identification; or other valid local, state, or national or international document of comparable reliability containing the prospective resident's birth date.

D. Upon request of Community Management, existing Residents shall produce documentation, as referenced above, for purposes of age verification. On January 1st of each even numbered year, all existing Residents, upon request by the Community Management, shall be required to provide the names and ages of all current Residents of the home, in writing, to Community Management.

E. Only persons who have applied for residency in the Community and who have been approved as such by Community Management are permitted to own a home or reside in the Community. As a condition to approval for

residency in the Community, all Residents are required to show proof of ownership of their manufactured home; such proof may be made by title or registration to the home. Each Resident of the home must be approved for residency by the Community Manager. Prior to beginning occupancy in the manufactured home, each Resident must sign a copy of the Rental Agreement. Written approval of the Community Manager is required as to any change in the name or number of persons in the manufactured home.

F. Failure to provide documentation verifying the ages of all residents of the home shall constitute a violation of these rules and regulations, and the Home Owner and/or the manufactured home may be subject to eviction pursuant to Section 723.061, Florida Statutes.

5. PROCEDURES FOR REVIEW OF REQUEST FOR OCCUPANCY

A. Prospective Residents of the Community must be approved by Community Management based upon:

- (1) Completion of a questionnaire provided for this purpose
- (2) Credit, background, criminal history check and reference check
- (3) An interview of all persons planning to occupy the manufactured home

Such written approval will not be unreasonably withheld; however, Community Management does reserve the right to refuse admission to the Community by any person(s) not deemed suitable to Community Management in its sole discretion. Any misrepresentation, whether written or oral, made by the prospective Resident (Home Owner) in information provided on the registration card or credit application; or statements as to number, age, or identity of persons residing in the home; or about service pets, personal background, or past landlords, are deemed material and fraudulent and made to induce the Community Owner to admit the prospective Resident (Home Owner). Any such misrepresentation shall be deemed a conclusive breach of the Lot Rental Agreement and shall void the approval of the request for occupancy.

B. If requested by Management, the prospective Resident must provide evidence of gainful employment and provide the name, address and telephone number of the employer and the name of the supervisor, if applicable, so that employment information and salary can be verified, and must provide consent to the employer to divulge the information to Community Management. Prospective Residents living on investment or pension income, social security, A.F.D.C. or other governmental aid must provide proof of amount of income and durability of income, along with necessary consents to verify the information.

C. Factors to be considered in review of an application for residency:

- (1) Favorable credit rating by individuals or businesses having credit experience with Resident or by credit bureau report.
- (2) Favorable reports from previous landlords and current landlord.
- (3) Favorable report of employer as to veracity, trustworthiness and character.
- (4) Resident must provide copy of Title, Bill of Sale, Contract or other written evidence showing ownership of the manufactured home to be located in the Community, and the name, address, account number and telephone number of any lien holder.

D. Grounds for denial of residency in the Community: Denial may result because of the existence of any of the following items, but is not limited to such items:

- (1) Falsification of information on application.

- (2) Refusal to provide requested information.
- (3) Conviction of a felony under the law of any state, or the United States.
- (4) Unfavorable credit information.
- (5) Unfavorable report of present or previous landlord.
- (6) Unfavorable report of employer.
- (7) Failure to show ability to meet financial obligations to the Community.
- (8) Home to be located in the Community is not in compliance with the Community requirements.
- (9) Home to be located in the Community is over 5 years old. May be waived by Community Manager upon inspection and approval.
- (10) Exhibiting attitude to Community Management that the rules and regulations of the Community will not be respected and followed by applicant.
- (11) Refusal to sign Community Lease.
- (12) Refusal to pay any financial obligation disclosed pursuant to section 723.035(2), Florida Statutes, and uniformly charged by the Community to incoming tenants.
- (13) Refusal to read and accept the Community rules and regulations.
- (14) Failure to qualify as a single family or having too many older persons or a pet that does not qualify .
- (15) Failing to provide proof of ownership of the manufactured home and the information regarding any lien holder.

E. In order to verify the qualifications of the Community as housing for older persons under the Housing for Older Persons Act of 1995 (Pub. L. 104-76, 109 Stat. 787, approved December 28, 1995) and Chapter 760, Part II, Florida Statutes, (collectively, the “Act”), and consistent with 24 CFR Part 100, Subpart E, Section 100.307, verification of the ages of all Community residents is required as is the determination of whether at least one occupant of each home is 55 years of age or older.

(1) All persons applying for residency in the Community, and all persons currently in occupancy within the Community, shall be screened on the basis of their age. Eighty percent of the occupied homes in the Community must be occupied by at least one person 55 years of age or older. Therefore, each person must produce for inspection and copying documentation for age verification as specified in the “Occupancy” rule above.

(2) If any resident refuses to produce age verification documentation as specified above, the Community may, upon sufficient evidence, consider the home to be occupied by at least one person 55 years of age or older. Such evidence may include: (1) government records or documents, such as a local household census; (2) prior forms or applications; or (3) a statement from an individual who has personal knowledge of the age of the resident. Any such statement shall set forth the basis for such knowledge and shall be signed under penalty of perjury.

(3) The Community shall provide for regular updates of the initial information supplied by the residents of the Community. These updates shall take place in January of each even numbered year. If reliable documentation currently exists concerning the occupants of a home, the Community shall simply assure that the Residents

on file continue to reside in the home. Otherwise, all existing Residents shall be required to provide the names and ages of all occupants of the home, in writing, to the Community Manager. A reminder of the Home Owner's obligations under the "Occupancy" rules may be required.

(4) The Community Manager shall produce a summary of the information gathered concerning the occupancy verification. The summary shall include, by lot: (1) whether the lot is vacant or occupied, and (2) if occupied, whether the unit is occupied by at least one person age 55 years of age or older. Also, in figuring occupancy, if a unit is temporarily vacant due to seasonal home owners, the unit should be counted as occupied if the home owner intends to return. If a home is subleased, the age of the subleasee shall be recorded as the Resident's age, instead of that of the Home Owner. The percentage of occupied homes in the community meeting the age requirements shall then be figured. (The Community must always maintain, 80 percent of occupied units occupied by at least one person 55 years of age or older).

(5) The survey summary, and supporting documentation shall be maintained in a separate file with limited access, created for the sole purpose of complying with the Act and not in general or Resident files that may be widely accessible to employees or other residents. The segregated documents may be considered confidential and not generally available for public inspection.

6. SALE OF MANUFACTURED HOME

A. A Home Owner has the right to sell his manufactured home within the Community, and the prospective purchaser may become a Resident of the Community. However, ~~the~~ a prospective purchaser who intends to apply for residency in the Community must qualify pursuant to the requirements of these rules and regulations, complete the requisite application, and be approved by the Community Management. Thus, any prospective Home Owner must qualify for and obtain prior written approval of Community Management to become a Resident of the Community.

(1) Notice to the Community Owner. A Resident intending to make a bona fide sale of his manufactured home or any interest in it shall give to the Community Manager notice of such intention, together with the name and address of the proposed purchaser, the purchase price and terms, such other information concerning the proposed purchaser as the Community Owner may require, and an executed copy of the proposed contract to sell. Resident shall direct the prospective buyer to the Community Management for exchange of information, including the lot rental amount, which will apply at the expiration of the seller's lease term or at the time of sale. Within seven (7) days of transfer of title, change in financing, or purchase of Resident's home, a true copy of the legal registration showing title registered in the name of the purchaser and the name of the lienholder, if any, shall be provided to Community Management by the Resident. This rule does not in any way diminish or affect the obligation of every seller of a manufactured home to seek and to obtain written approval of the purchaser by Community Management prior to the sale/purchase of the home and prior to change in occupancy of the home.

(2) Application Form. The Community Owner is vested with the authority to prescribe an application form such as may require specific personal, social, financial and other data relating to the intended purchaser, or as relates to the proposed lessee, as may reasonably be required by the Community Owner in order to enable the Community Owner to responsibly investigate the intended purchaser, or proposed lessee within the time limits extended to the Community Owner for that purpose as hereinafter set forth and which application shall be completed and submitted to the Community Owner along with and as an integral part of the notice. An application fee shall be charged to the Resident transferring his manufactured home, which fee shall accompany the application form. This fee will be refunded to any applicant ultimately accepted as a resident of the Community.

(3) Failure to Obtain Approval of Community Owner/Manager. Any person who purchases a manufactured home situated in the Community or who becomes an occupant or tenant of a home in the Community, but does not qualify as, and obtain consent of the Community Manager to become, a resident of the Community, shall be subject to immediate eviction pursuant to Section 723.061(1)(e), Florida Statutes.

(4) Disapproval by the Community Owner/Manager. The Community Owner may disapprove the prospective purchaser if the prospective purchaser does not qualify to be a Resident. Notice of such disapproval will be mailed to the prospective purchaser, within fifteen (15) days after receipt of the notice of intent to purchase, with grounds therefor. If the Community Owner shall disapprove a proposed purchaser, such disapproval shall be grounds to deny such purchaser the opportunity to assume the Resident's lease and shall be grounds for eviction in the event such proposed purchaser has taken possession of the respective lot. If the Community Owner shall disapprove a proposed lessee, such disapproval shall be grounds to deny Resident the Community Management's consent to such sub-lease. In the event of disapproval, the Community Owner may pursue all remedies available at law or in equity.

B. Community Management shall have the right to inspect the exterior of the manufactured home prior to approving a prospective purchaser as an acceptable Home Owner in that manufactured home. Homes must meet all state and local code requirements, including but not limited to anchoring, electrical and plumbing. Prior to written approval of the purchaser, the seller and the purchaser must provide written assurance to the Community Management that any repairs or changes to the home will be made as necessary to bring the home into compliance with Community standards as set forth in these rules and regulations. Community Management has the right to deny approval of the prospective purchaser if such written assurance is not provided. If the manufactured home is more than fifteen (15) years old from the date of manufacture, purchaser may be required to furnish Community Management with a home inspection report from an established home inspection firm, which document may be used to determine needed repairs or upgrades.

C. One "For Sale" sign, no larger than 12 inches by 18 inches, is allowed in the home window only. No signs are allowed in yards. Violations of this restriction may subject resident to eviction pursuant to section 723.061, Florida Statutes. Placement of such signs must be approved to assure that they will not interfere with maintenance equipment or damage underground lines. "For Sale" signs, "Open House" signs, directional signs, information signs, etc., shall not be placed on any of the common areas of the Community. Signs regarding an open house may be placed only in the yard of the home for sale. "Open House" and related signs must be removed after the open house hours have concluded. Open houses may only be held during daylight hours. For safety and security considerations, any home offered for sale must be registered with the Community Office before a sign is displayed. To register, the Home Owner will provide the Community Office with written notice of a Home Owner's intent to sell his home.

D. All homes within the Community are subject to regular external inspections. Failure to comply with the standards stated in these rules and regulations shall result in a Notice of Rule Violation and may result in termination of tenancy pursuant to section 723.061, Florida Statutes.

E. The Community Owner requires that any manufactured home not meeting the Community's established standards, as required by these rules and regulations, or any manufactured home which is improperly maintained, be upgraded to improve the quality and appearance of the manufactured home. Failure to meet the Community's requirements within ten (10) days of written notice shall be a violation of these rules and regulations.

F. Community Management requires that Residents comply with the requirements of all governmental agencies, including, but not limited to, those of the Department of Motor Vehicles, State of Florida, Volusia County, and HUD.

7. REMOVAL OF MANUFACTURED HOME

A. The lot rental amount for the balance of the current lease term will be owed as to any home which is moved and the lot vacated prior to the end of the lease term. Or, in the event the Home Owner intends to move his manufactured home from the Community, he must give written notice to Community Management of that intent at least 30 days prior to the moving date unless the home has sustained extensive damage. If there has been extensive damage, the Community Manager may waive or reduce the 30 day notice required prior to the home removal. Movement of homes from the Community must be made between 8:00 a.m. and 5:00 p.m. so Community Management may have an inspector present. Only transporters of manufactured homes, properly authorized by governing authorities, are permitted to move homes into or out of the Community. Such transporters must provide Community Management with a certificate of insurance in the amount of \$10,000.00 to insure against damage to Community property. Prior written permission

from the Community Owner is required prior to any move of a manufactured home either into or out of the Community. All current charges must be paid in full at the Community office before the home is moved from the Community.

B. Any Home Owner who should remove his or her home is responsible for removal of all trash and discarded materials. The home site must be left in a clean and neat fashion. Any expenses incurred by Management in restoring the site to a well-maintained condition will be charged to the Home Owner.

C. Community Management and Owner assume no responsibility in the event that a dealer, bank or other secured party should opt to remove the manufactured home of a Home Owner from the Community, except for Management's failure to perform a duty or negligent performance of a duty as implied by law.

8. SETUP: NEW AND RESALES

A. The location and positioning of the home on the lot will be carried out under the direction of Community Management. Community Management's written approval of the style and quality, size and type of all proposed additions or other improvements to Home Owner's home or lot will be subject to Community Owner's prior written approval and will be based on factors such as the size, location, and the proposed location of equipment, additions or other improvements in relationship to other lots in the Community. Only new homes (never previously occupied), and used homes which have been approved in advance in writing by the Community Management as acceptable for location within the Community, will be allowed in the Community. A plot plan showing the location of the home, accessory buildings and any improvements existing and proposed to the home or lot shall be submitted to the Community Owner. Written approval from the Community Owner is required prior to the commencement of any work.

B. Manufactured homes must be placed in a uniform manner, properly blocked, and all utilities connected in accordance with local codes and with Community Management's specifications. Manufactured homes must be anchored immediately, as required by all governmental regulations.

C. Home Owner agrees that the following standards and requirements shall be met and completed by a licensed contractor under a building permit issued by the Volusia County Building Department, or other applicable local agency, and approved by the Community Office:

(1) All new manufactured homes entering the Community must have removable hitches which shall be removed upon anchoring.

(2) The manufactured home must be skirted on all sides with decorative underskirting that is similar and compatible with neighboring homes and that has prior approval from the Community Management. The underskirting must be completed within five (5) days of delivery of the home in the Community, and must be maintained regularly to ensure a uniform and attractive Community.

(3) Approved concrete or other Community Management approved steps, must be installed at all entrances of the manufactured home.

(4) Home Owner shall install a permanent carport. The carport must be wide enough to cover the driveway plus about a one-foot overhang, and long enough to facilitate the vehicles that will use this area and a utility room.

(5) No air conditioning unit shall be located in the front window of the manufactured home or front wall of any manufactured home, or any wall facing a street. (This limitation does not apply to window air conditioning units installed prior to the effective date of these rules and regulations). Central air conditioning must be installed in units coming into the Community.

(6) No aluminum foil or the like shall be placed in any window in the manufactured home.

(7) No fences are to be built or maintained on any lot in the Community without prior written approval by the Community Owner. However, fences may be permitted, after obtaining Community Management approval or for use by the Management, along Community borders and to make a separation from safety hazards.

(8) Propane tanks are not permitted on any lot without prior written approval by the Community Management. Propane tanks will not be permitted in front of a manufactured home or in any area directly visible to any street.

(9) Window coverings visible from the street shall be limited to blinds, shutters, draperies, curtains or similar standard window treatments.

(10) The color of any stains to be applied to a driveway or walkway must be approved, in writing, in advance, by Community Management. Only a concrete stain may be used. Acrylic, enamel, or any other type of paint is not allowed. Any driveway or walkway allowed to become unsightly will have to be cleaned or restained. The completed work must be approved by Community Management.

D. All of the materials utilized in connection with the erection and completion of the manufactured home as contained within these rules and regulations shall be of a quality, type, style and pattern approved in advance in writing by Community Management. Community Management shall have control over the manner of installation or attachment of the home and of any accessory structures, and all installations and construction shall be consistent and compatible with other home in the Community. All home plans and designs shall be approved in writing by Community Management prior to the commencement of the erection of the home upon the homesite. All installations shall comply with Federal, state, and local laws and regulations, and shall comply with all standards referenced within the Community's rules and regulations and the Home Owner's prospectus and Lot Rental Agreement.

9. LOT IMPROVEMENTS BY HOME OWNER

A. Improvements are encouraged; however, any construction of, addition to or improvements to a manufactured home, and its locations, including but not limited to porches, skirting, steps, awnings, utility buildings, air conditioners, concrete slabs, carports, walkways, exterior painting, and the like, will not be permitted unless the resident obtains prior written approval from the Community Management and obtains the necessary governmental approvals and permits when required. If electrical, mechanical or plumbing is upgraded, whether or not to accommodate appliances or improvements of any type, such upgraded service shall be at the sole expense of the Home Owner. Approval is necessary to protect the underground utilities, continuity of Community appearance, and the safety of Community residents. In addition to all other remedies available to it, Community Management may require Home Owners to remove any unapproved construction, improvement, or addition at the expense of Home Owner. Each Resident is responsible for the submission of complete plans or permits for anticipated alterations showing compliance with Community Standards, county building and zoning codes, and other restrictions of deed. All improvements must be completed within thirty (30) days. For additional information on Community Standards, please see "Home Site Care" below.

B. A concrete driveway long enough to accommodate the vehicles and utility room for each home and at least eleven feet wide is required as stated in the Colony in the Wood prospectus. The Home Owner is responsible for maintenance and repair of this concrete area.

C. If the Home Owner wishes to extend the concrete driveway of his home site, he must obtain permission from the Community Management, and at the sole cost and expense of the Home Owner.

D. No pools, swingsets, or other outdoor recreational equipment are permitted on individual home sites.

E. Laundry Lines: No one is permitted to hang towels, rugs, rags, or any wearing apparel on the manufactured home, on or in the carport and/or screen room, awning, storage shed, or on any other appurtenance to the home or fixture on the homesite. Outdoor clothes drying devices (umbrella clotheslines, drying racks or any other type

of clotheslines or device) may only be installed on Home Owner's homesite in a location which is not visible from the street, or if such placement is not possible, the device must be placed in the most inconspicuous location possible and must be shielded from view to the greatest extent feasible.

1. "T" clotheslines, and clotheslines which are not installed or designed to be stored at the end of each day of use, are not allowed on any homesite in the Community.

2. No clothesline or other clothes drying device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restrict access to property located within the Community. Additionally, outdoor clotheslines and devices shall not be installed nearer to a lot line than the height of the device. Written approval of the specific location of a clothesline or other clothes drying device must be obtained from Community Management prior to the installation of that clothesline or clothes drying device in order to ensure that the device is located in conformance with the aesthetic standards of the Community.

3. Any clothesline or other outdoor drying device must be removed and stored before sunset on each day of use.

F. It shall be considered a violation of these rules and regulations if a manufactured home owner shall lose possession of his manufactured home for reason of foreclosure of a lien against said manufactured home or as a result of a sheriff's levy; assignment for the benefit of creditors; bankruptcy and/or receivership. Any successor in interest who may have possession, care custody and/or control of the manufactured home owner's manufactured home may not, except as required by Chapter 723, Florida Statutes, be allowed to maintain occupancy of that manufactured home in the Community. This limitation does not pertain to the ordinary sale of a manufactured home, which home otherwise meets Community standards and is sold to prospective purchasers who are otherwise acceptable manufactured home owners for entry into the Community.

10. HOME SITE CARE

It shall be the responsibility of the Home Owner to ensure that his manufactured home and lot are properly maintained.

A. All Home Owners must maintain their manufactured home, yard, and all applicable buildings in compliance with all county and State of Florida housing and health codes. Each Home Owner shall be responsible for the maintenance and cleanliness of his lot. Bottles, cans, boxes, equipment, or debris of any matter shall not be stored outside or beneath the manufactured home, or in a screened enclosure or patio. Only furniture designed for outside use will be permitted.

B. Home Owners whose lots are adjacent to drainage ditches and/or canals will not dump any clippings or other debris into the ditch/canal. Home Owners must leave access through his lot and shall place no obstruction at the rear of the manufactured home so as to allow access in order to maintain and service the area.

C. It shall be the responsibility of each Resident to keep their home site edged, trimmed, and watered. Residents are also responsible for all watering and trimming necessary to maintain the shrubs and contents of the planters on their home site. Residents are responsible for keeping the grass neatly edged at their street edge, their sidewalk, and along their own carport. Each Resident is responsible for his/her respective plants and lawns. Also, said areas are to be kept as free of weeds as possible and should not be permitted to become overgrown. Community Management may notify resident of his/her failure to comply with this provision. See Prospectus

D. Sprinkler systems, if installed, must be such that lawn mowers will not damage them. Sprinkler heads must be low enough for mowers to pass over them and strong enough to support the mower's weight. Home Owners are responsible for the expense to repair improperly installed sprinkler systems damaged by lawn mowers. Mobile sprinklers and hoses may not be left unattended.

E. Each Resident is responsible for keeping his respective trees, plants, and flower boxes trimmed and attractively maintained. Homesites are to be kept free of dead limbs and weeds and shall not be permitted to become overgrown. The planting of trees, shrubbery, and flowers is encouraged; however, to protect underground utilities, it is necessary to receive written approval from Community Management prior to planting. All trees, shrubs and plants on the lot are the property of the Community and are not to be moved by the Home Owner or by other Residents. Nonetheless, plants and shrubs planted by Home Owner may be removed when vacating the lot with Management's approval. Sod must be replaced by Home Owner where planting is removed. Existing trees or shrubs must not be damaged or removed by Home Owner without prior written permission of the Community Manager. Home Owner is responsible for any trimming and maintenance and/or removal of any tree and/or shrub located on the mobile home lot. For purposes of this rule, any tree the trunk of which is entirely within the boundary of Home Owner's lot is considered to be "on the mobile home lot." Any tree the trunk of which is on a boundary line of Home Owner's lot is the shared responsibility of the adjacent Home Owner (if the trunk is located on a shared boundary line between two mobile home lots) or of the Community Owner (if the trunk is on a boundary line separating Home Owner's lot from a common area of the Community or from an unoccupied lot). Trees that are the property of the Community (those the trunk of which is located entirely within a common area of the Community) may be trimmed or removed by consent of Community Management with costs shared equally by Homeowner and Community Owner. Dead trees, or trees and shrubs located on the mobile home lot and damaged by high winds, or any other act of God, must be removed by Home Owner, at Home Owner's expense, within seven (7) days of occurrence of death or damage of the affected tree or shrub. Vegetable gardening is not permitted on any lot. Trees and shrubs must be kept well groomed at all times. Home Owner must cure any default under this paragraph within two (2) weeks of written notice as provided herein.

F. Residents who are going to be absent from the Community for more than two (2) weeks must notify the community office as to what arrangements have been made for necessary grounds care.

G. Colony in the Wood contains extensive underground facilities; therefore, no digging of any sort will be permitted without prior consent of the management. Residents are requested to consult Community Management before digging, as certain utility and service connections are underground. Cost of repairs for damaged underground services will be assessed to the Home Owner who damages any underground service.

11. COMMUNITY STANDARDS FOR HOMES AND HOME SITES

A. All manufactured homes must be kept in good repair, including utility buildings. Residents must immediately repair any water leaks in or from pipes or fixtures in, on, or under their manufactured home. Broken windows, peeling paint, dull exterior of a manufactured home, or dirt, grime, or mildew visible from a Community roadway or an adjacent lot must be corrected. The exterior surfaces of the manufactured home, including the eaves and trim, shall be kept free of mildew or discoloration. Manufactured homes must be washed at least annually. Peeling, fading, or damaged exterior surfaces must be restored to well-maintained condition. Changes in material ~~and~~ or color of a screened area must be approved by the Community Manager prior to installation. All exterior materials used in upgrading must be approved in advance by Community Management. Upon failure of Resident to take appropriate corrective action after receipt of notice, Community Management may, but has no obligation to have the necessary work performed, and shall have the right to charge the Resident actual cost and expense incurred for materials, equipment and labor. This amount shall be collectable in the same manner as lot rental amount.

B. Obsolescence: As the appearance of the manufactured home ages, or is damaged or otherwise altered in appearance, if deemed necessary or appropriate by Community Owner, housing or health code enforcement personnel, the manufactured home shall be modified so as to be brought to the state of cleanliness and repair of a well-maintained home. While homes may not be required to be brought to an overall "as new" condition, repairs and maintenance may be required to repair or replace damaged, dilapidated or discolored components of the home visible from the street or from an adjacent home including resurfacing, re-siding, re-roofing, lap-siding or similar modifications.

C. Any manufactured home which does not have skirting maintained in a neat and proper condition, in the opinion of Community Management, must have the skirting replaced with the approved skirting as set out above.

If the present skirting is destroyed by windstorm, an act of Nature, or by any other means, replacement skirting must be of the approved type.

D. Should the Home Owner's manufactured home be destroyed by fire, windstorm, an act of Nature, or by any other means, the Home Owner must remove the salvage from the lot within forty-five (45) days from the date of such event, or from date of mailing of a written notice from Community Owner to Home Owner to remove same, whichever is earlier.

12. FLORIDA LICENSE DECAL

A. All manufactured home owners must maintain current state registration decal(s) on their manufactured home. The current state decal shall be displayed on the manufactured home at all times. Residents are asked to display the decal(s) in the lower left-hand corner of a window which faces the street. A copy of the current registration must be furnished to Community Management upon written request.

13. VEHICLES

A. Inasmuch as Colony in the Wood is maintained as a private enterprise, its streets are private and not public thoroughfares.

B. Residents must park their vehicles on their driveway. The resident is permitted a total of two (2) vehicles per lot, provided there is adequate room. Storage of a third vehicle, if there is adequate room, requires written permission from the Community Manager. Resident's vehicles should not extend past the front of their home or screened room when parked, and must be completely off of the roadway when parked. Without prior written consent of Community Owner, no vehicle shall be parked in or on Community common areas, other than those areas specifically designated for parking. All vehicles must have liability insurance in the minimum amount required by Florida law. The street right-of-way may not be used for parking except for guests, for periods up to five (5) hours. In the event there is not sufficient space, it is the responsibility of the Resident to locate parking or storage outside the Community lot and not on other Residents' lots. Parking on roadways within the Community, or on lawns, swales, green areas, or vacant lots, or on undeveloped portions of the Community is strictly prohibited. Vehicles are not to be parked on the grass at any time. Only vehicles licensed and used for daily personal transportation will be allowed to be stored in the Community. All other vehicles must be removed from the lot. Community Management will ban from the Community any vehicles which, in its sole judgement, interfere with the peace, privacy, and/or general welfare of other Residents, or with the appearance of the Community. Vehicles in violation of these rules and regulations may be towed away without notice at the Home Owner's expense, payable to the towing service and not to the Community Owner. Residents are responsible for vehicles belonging to guests.

C. Only individuals having a current and valid driver's license may operate a motor vehicle in the Community. The term "vehicle" shall have the same meaning as the term "motor vehicle" as defined in section 320.01, Florida Statutes, which includes, but is not limited to, a "trailer" that is without motive power and is designed to be pulled by a vehicle with a motor. Further, a "personal vehicle" shall mean a Resident's non-commercial US DOT Class 1 vehicle with a gross vehicle weight rating of 6,000 lbs. or less and includes US DOT Class 2 minivans and pick-up trucks with a gross vehicle weight rating of 6,001 to 10,000 lbs. and is further defined as a car, truck, SUV, station wagon, minivan, or passenger van which is used for personal transportation and is without advertising logos, signage, decals, and stickers. Mechanical or other repair of vehicles, boats or trailers is not permitted at the homesite. Vehicles without current licenses and tags, or which are inoperable or in a state of disrepair, including but not limited to those which are rusted, dented, unpainted, or which are missing external parts, are not to be stored on the lot or in any other area within the Community. Washing of Resident's personal vehicles is permitted subject to any rules or regulations promulgated by any local, state or federal agency.

D. No truck larger than that of a "personal vehicle" described above will be permitted in the Community without prior management approval. All commercial trucks, boats, campers, motor homes, step vans, or other large vehicles are not permitted in the Community unless stored in a designated area when and if such area is available and

storage fees as applicable are paid. Campers, motor homes, boats, or delivery vehicles will be permitted reasonable time for loading and unloading, but never overnight. No person may remain overnight or otherwise reside in the Community in any camper, motor home, or similar vehicles. Boats, utility trailers, and similar vehicles over 18' in length, cannot be stored on individual home sites. Written permission from the Community Management is necessary for permanent storage of smaller units on individual lots.

E. Operators of all motorized vehicles within the Community must have a valid operator's license. Motorcycles, mopeds or motor scooters, if properly licensed, may be operated by a resident only as transportation on Community streets via the shortest route in and out of the Community. No joyriding will be permitted within the Community by a resident or guest. ATV's, dirtbikes, minibikes, go carts, and any other type of off-road vehicles are strictly prohibited within the Community. All permitted vehicles must have factory-type quiet mufflers which are to be in place while the vehicle is being operated in the Community. Prior to storing, parking and/or driving any motorcycles, mopeds or motor scooters in the Community, it is the Resident's obligation to confirm with Community Management that said vehicle(s) are properly muffled. Pedestrians, golf carts and bicycles have the right-of-way.

F. Speed bumps, if installed, are a safety factor. The Community Owner or Manager is not responsible for any damage or personal injury resulting from contact with a speed bump.

G. The speed limit within the Community is fifteen (15) miles per hour. Speeds in excess of posted limits is prohibited. All autos, motorcycles, mopeds, and other vehicles must observe the posted speed limit of fifteen (15) miles per hour, and obey all "stop" signs or other posted warnings. A full stop must be made at all stop signs. All of these rules will be enforced for the safety of our Community residents. Residents must inform all visiting friends about the speed limit and the aforementioned rules.

H. The building of boats in the Community is prohibited.

I. Bicycle riding in the Community after dark is permitted only if the bicycle is equipped with functioning front lights and rear reflectors on the bike. Bicycle riders must obey all street signs.

J. Recreational vehicles, such as travel trailers, motor homes, boats, etc., must not be parked at the recreation lounge area without special permission from the Community Management. Recreation vehicles parked at the recreation lounge area are not to be occupied overnight or used for living quarters.

K. The parking areas at the recreation lounge are intended for temporary parking use only. Vehicles must not be parked at the recreation lounge area for more than twenty-four (24) hours without special permission from the Community Management. Parking spaces are offered and controlled at the discretion of the Community Management. Permission to park vehicles for extended periods of time is at the sole discretion of the Community Manager.

L. The fenced storage area, if available, for storing recreational vehicles is controlled by Community Management. The acceptance of any vehicle to the storage area, the length of time the vehicle may be stored, and the location of the storage area is at the sole discretion of Community Management. Stored vehicles must be properly licensed and have minimum liability insurance required by Florida law. Dangerous or illegal items cannot be stored in the vehicles at the storage area. Neither the Community Owners or Community Management shall be liable for any damage, theft, or loss of property of any vehicle parked at the storage area, or elsewhere in the Community.

14. PETS

Residents may have two (2) registered "domesticated" pets per household with Management's approval. All pets must be registered with Management before entering the home. Certain breeds of dogs [including but not limited to Doberman Pinschers, German shepherds, Rottweilers, Staffordshire Terriers, Presa Canarios, Boerboels, Cane Corsos, Akitas, certain bulldog breeds (including pitbulls), wolf breeds and chows as well as dogs that have physical characteristics of one or more of those breeds, or that have a wolf-like appearance] are not permitted in the Community

due to their size and/or aggressive natures. The decision whether a dog meets any of the above criteria lies in the sole and unfettered discretion of Management.

Failure to abide by these Rules and Regulations may result in demands for removal of pets, loss of pet privileges and/or eviction pursuant to section 723.061, Florida Statutes.

A. Pets are specifically prohibited from the office, from other Community or recreation buildings or facilities, or other Residents' lots.

B. Where required, a current rabies tag must be worn by the pet. Home Owner must have proof that their pets have had all required and updated vaccinations.

C. Dangerous or aggressive pets are not allowed. Any animal that displays dangerous or aggressive behavior, as determined by Management in its sole and unfettered discretion, must be removed from the premises. Aggressive behavior may include, but is not limited to, lunging, growling, biting and/or barking at Residents or other pets.

D. Residents are required to clean up their pet's defecation on their site and while walking their pet. Residents may not walk their pets on other Residents' lots, vacant lots, or picnic area.

E. When outside, all pets must be kept on a hand-held leash.

F. Pets may not be tied up and left outdoors.

G. Management may require removal of pets that cause excessive noise or disturb other Residents.

H. "Beware of Dog" signs are not permitted.

I. Management reserves the right to reject any pet, including exotic pets such as snakes, wild animals or other animals which, in Management's sole discretion, appear dangerous to others and/or inappropriate to house within the community.

J. Feeding of stray or wild animals is prohibited, with the exception of one (1) wild bird feeder per home site. If a bird feeder is installed, the Resident must maintain the area to keep it clean and remove excess or scattered seed from the ground. The bird feeder must not be considered a nuisance by attracting other wild animals. Residents are discouraged from doing anything to attract other wild or stray animals into the Community.

K. Pets belonging to overnight visitors of Residents must be boarded outside of the Community if such pets are deemed objectionable by any nearby Resident or by the Community Owner. Pets belonging to guests are restricted to the host resident's home site. Pets belonging to guests are not permitted to disturb neighbors in any way at any time day or night.

L. Pets belonging to visitors are limited to a forty-eight hour stay within the Community unless the Resident host requests and receives permission from the Community Management to extend the time limit.

M. Legitimate assistance animals may be accommodated with proof of disability (as defined by the law) and written verification from a health care provider. The Community Manager can provide you with the Service Animal policy and required forms.

14a. BIRDS

A. Pet birds whose singing or other noises are not audible outside the owner's manufactured home are permitted. However, should a pet bird become a noise nuisance, the bird's owner is required to take corrective action.

B. Community Management will monitor bird owners' compliance with the foregoing rule and will investigate any and all complaints concerning birds from any neighboring Resident; and when bird owners are determined by Community Management to be out of compliance, the bird owner will immediately be given written notice of such non-compliance, in accordance with Chapter 723, Florida Statutes, which can lead to eviction for non-compliance.

Management disclaims any responsibility for the occurrence of harm, injury or death to a pet caused by agents or employees or by Residents.

15. TRASH/GARBAGE

A. All garbage must be enclosed in plastic bags and placed near the street edge in front of the home on the days of scheduled collection. Garbage bags must not be left outside overnight. Garbage shall be placed at the street edge only on days designated for garbage pickup. If a garbage container is used, it must be removed from the street edge on the pickup day.

B. The garbage collection company will pick up trash and garbage according to its own schedule and rules.

C. Residents are encouraged to place acceptable recyclable materials in the recycling containers provided by the Community. Information regarding recycling schedules and acceptable recycling materials is available in the community office. Recyclable materials placed in recycle bins becomes the property of Colony in the Wood, who is responsible for its collection and removal. Other persons must not tamper with or remove items from the recycle bins. Materials left in the collection bins after pickup are not accepted as recyclable materials by the recycling contractor. Such items should be removed and placed in regular garbage for collection.

D. There shall be no burning of trash, leaves or other materials on individual lots within the community. Grass cuttings, leaves, trimmings, and other debris must be placed in containers adequate for pickup, and put at the edge of the street on collection days.

E. Residents, and their guests, agents, invitees, or other occupants, are prohibited from generating, manufacturing, storing, treating, discharging, releasing, burying or disposing on, under, or about the leased site, or any area in the community, and from transporting to or from the leased site or other areas of the community, any hazardous waste.

16. WATER/WASTEWATER

A. Items such as, but not limited to, sanitary napkins, metal, rubber, clothes, plastic, paper towels, fabric, grease, disposable diapers, tampons, and the like are not to be disposed of in manufactured home or community commodes or drains. Expenses of purging stoppages of sewer lines of such or similar foreign objects shall be the burden of the manufactured home owner whose manufactured home occupies the space from which the foreign object originated. All cost of collecting the expense of purging the lines, including a reasonable attorney's fee, in the event a manufactured home owner fails to pay the expenses within five (5) days after written demand, shall also be the burden of such manufactured home owner. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the home owner is the prevailing party, the home owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner.

B. Treated drinking water, which is supplied by Colony in the Wood to each home, is for use within the home exclusively, with the exception of one line to an exterior utility room washing machine and/or utility sink. Other outside use of treated water without special permission from Community Management is an infraction of these rules.

C. Residents are requested to conserve both drinking and irrigation water.

17. ANTENNAS

A. In order to maintain an attractive community, Residents are strongly encouraged to rely on indoor broadcast antennas and cable broadcast or master centralized, which may be provided by Management, as opposed to installing outdoor reception devices. No antennas or reception devices shall, in any way, be attached to or protrude from any manufactured home or home site, except small satellites dishes one meter (39") in diameter or diagonal measurement or smaller, which must be installed in a manner that complies with all applicable codes, city and state laws and regulations, and manufacturer instructions. Any equipment that interferes with neighboring reception is prohibited. Outdoor reception devices must be installed on Home Owner's home or on the ground of Home Owner's homesite in a location which is not visible from the street, or if such placement sufficiently impairs the quality of reception, it must be installed on the home or homesite in the most inconspicuous location possible and must be attractively landscaped and shielded from view to the greatest extent feasible. Prior written approval from management is required for the placement of a satellite dish or TV antenna on the homesite.

B. No reception device may be placed so as to obstruct a driver's view of any street, driveway, sidewalk or intersection, nor may they be installed on or encroach upon any common area or restricted access to property located within the community. Due to safety concerns posed by winds and the risk of falling reception devices and masts, outdoor reception devices and masts may only be as high as required to receive acceptable quality signals and no reception device and mast may be installed that would extend higher than twelve (12) feet above a roofline. Additionally, outdoor reception devices shall not be installed nearer to a lot line than the combined height of the mast and reception device. Outdoor reception devices must be painted an appropriate color to match the surrounding environment. Resident is responsible for the maintenance of the outdoor reception device and is liable for all injuries, losses, or other damages to any person or property caused by the installation, maintenance, or use of the reception device.

C. A policy of liability insurance covering injury or damage from an outdoor reception device must be maintained by Home Owner and proof of such insurance must be provided to Management. Upon the removal of the outdoor reception device or the termination of Home Owner's tenancy, Home Owner must restore the homesite to a well-maintained condition. If Home Owner violates any of the above rules or regulations, Management may bring an action before the FCC, or before any court of competent jurisdiction for declaratory relief, and Management may recover from Home Owner a fine, reasonable attorney fees, costs, and expenses incurred in enforcing these rules and regulations. As to any such action brought to enforce the provisions of Chapter 723, Florida Statutes, in which action the Home Owner is prevailing party, the Home Owner shall be entitled to a reasonable attorney's fee as provided by Section 723.068, Florida Statutes. Likewise, if the Community Owner is the prevailing party, the Community Owner is entitled to a reasonable attorney's fee to be paid by the Home Owner. The laws applicable to the rules and regulations described above are subject to interpretation and change. Therefore, Home Owners are advised that future changes in the law, court decisions and rulings by the FCC may affect their rights and obligations regarding the installation of reception devices.

18. RESIDENT CONDUCT

A. Noise or conduct which Community Management finds objectionable, which disturbs the peaceful enjoyment of the Community by neighbors, or which constitutes a nuisance to other residents, or which constitutes a breach of peace, is prohibited. Loud noises, annoying parties, or abusive or profane language shall not be permitted at any time in the Community. Yelling, screaming, other noise-making, or the use of profanity outside the manufactured home, or inside the manufactured home if audible outside the home, are not permitted in the Community. All residents and their invitees and guests must conduct themselves in an orderly fashion and must ensure that their service animals and/or pets behave in such a manner as not to annoy, disturb, or interfere with other Community Residents. Residents are requested to keep noise levels from whatever source to a minimum, especially between the hours of 10:00 p.m and 8:00 a.m. Noise which can be heard beyond an individual lot will be considered too loud. Complaints filed with the Community Management by other residents concerning noise or disturbances caused by another resident, or such resident's guest, shall be considered as evidence of violation of these rules and regulations.

B. No alcoholic beverages as defined in Section 561.01(4)(a), Florida Statutes, may be used or consumed on or in any common area except that such consumption or use may be allowed for management-sponsored or resident-

sponsored functions or activities upon prior written consent of Community Management. Such consent shall not be unreasonably withheld, but may require proof of a current and valid host liquor liability insurance policy providing liability coverage for such function or activity.

C. Smoking is not allowed in the recreation lounge.

D. Residents will be held responsible for their guests' conduct.

E. Illegal drugs will not be permitted.

F. When leaving the community for a period in excess of ten days, Resident shall notify Management of the date of departure, address and telephone number where Resident can be reached, and the approximate date of return. Management must be notified upon Resident's return to the Community.

G. Rules regarding criminal activity in the Community:

(1) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in criminal activity, including drug-related criminal activity, anywhere in the Community. "Drug-related activity" means the illegal manufacture, sale, distribution, use, or possession with the intent to manufacture, sell, distribute, or use a controlled substance.

(2) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any act intended to facilitate criminal activity, including drug-related activity, on or near said leased lot.

(3) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, will not permit the dwelling unit to be used for, or to facilitate criminal activity, including drug-related activity, regardless of whether the individual engaging in such activity is a member of the household or a guest.

(4) Resident, members of Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in the unlawful manufacturing, selling, using, storing, keeping or giving of a controlled substance, at any location, whether on or near the dwelling unit, lot or otherwise.

(5) Resident, members of a Resident's household, Resident's guests or other persons under Resident's control or on the lot with Resident's permission or consent, shall not engage in any illegal activity, including prostitution, criminal street gang activity, assault (including threatening or intimidating other persons in the community), battery, including but not limited to the unlawful discharge of firearms or use of fireworks on or near the leased lot, or any breach of the lot rental agreement that jeopardizes the health, safety or welfare of the landlord, his agent(s) or other Resident(s), or which involves imminent or actual property damage.

(6) VIOLATION OF RULE NUMBER 5 (ABOVE) SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LOT RENTAL AGREEMENT AND SHALL CONSTITUTE GOOD CAUSE FOR TERMINATION OF TENANCY. A single violation shall be good cause for immediate termination of the lot rental agreement. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence.

H. Open fires may not be built on Community property.

I. No firearms or firecrackers are to be unlawfully discharged in the Community.

J. Residents shall not loiter or wander on the streets of the Community after the hour of 10:00 p.m.

K. Sleeping in vehicles is prohibited.

L. Residents are not permitted to play in the streets or in the yards of other residents, or to pass through other resident's yards. Residents are not allowed to climb trees in the Community.

M. Each Home Owner shall be held responsible for the actions of persons residing in his home who violate the provisions hereof or these rules and regulations, and for damages caused by such persons.

19. PERSONAL & FIRE SAFETY

Management is concerned with the well-being of Residents and their families. Our rules and regulations are the means of providing a happy and safe living environment. Adherence to the following rules is very important:

A. All Residents are advised to exercise proper care and safety to ensure against accidents occurring in and around the home, the home site and surrounding community. Residents are responsible for the actions of all persons residing in their home and for their guest, as provided by law.

B. Please take extra care when around any body of water (pond, reservoir, ditch, etc.) within the community.

C. For safety reasons, certain areas of the Community are restricted to employees, Community Management and Community Owners only. These areas include the water treatment plant area, swimming pool equipment building, maintenance/equipment storage areas, waste water treatment plant, ditches, culverts, storm water station and within 15 feet of the percolation ponds, and within 15 feet of the waste water plant.

D. All homes are to be kept free from fire hazards. Do not store combustible materials, gas-powered lawn mowers, etc. under a home.

E. It is the responsibility of each Resident to monitor radio and/or television for severe weather warnings. There are no government approved shelters within the community.

F. Adherence to "Stop Signs", "Speed Limit" and other signage of this nature is a must.

G. Resident shall furnish Management the name, address and telephone number of a person to be notified in case of an emergency and Resident shall be responsible for updating any changes in the information provided.

H. All Residents will obey mandatory evacuation orders issued by the government or local authorities.

20. COMMUNITY OWNER ACCESS TO MANUFACTURED HOME AND MANUFACTURED HOME LOT

In an emergency situation, and in accordance with section 723.025, Florida Statutes, the Community Owner may enter a Home Owner's manufactured home lot and/or manufactured home to prevent imminent danger to an occupant of the manufactured home or to the home itself. Additionally, at all reasonable times, the Community Owner may enter onto the manufactured home lot for purposes of repair and replacement of utilities and protection of the manufactured home Community.

21. CLUBHOUSE AND RECREATIONAL FACILITIES

The clubhouse and its facilities are made available at reasonable times to residents and their guests only. Reservations for private parties and gatherings must be made in advance with Community Management and will be accepted provided there are no other reservations. A deposit may be required prior to use. It will be returned once Management has determined that the facilities were left in an orderly, clean, and undamaged condition. Failure to do so may lead to the forfeiture of any deposit. The Resident is financially, legally, and otherwise responsible for any and

all other expenses related to repair of any damage. Management has the option to determine if the Resident's personal check will be accepted for the deposit versus a money order, cashier's check, or certified check. Use of the facility is not to disturb the peace and quiet of the community. The use of all recreational facilities within this Community is for Residents and invited guests only. All guests must be accompanied by a Resident when using recreational facilities, unless prior permission from the community management is granted. Guests that use any community recreational facility must have, in their possession, a guest tag to identify them. These tags are available in the community office. It is the responsibility of the Resident to ensure that their guest(s) observe all applicable Rules & Regulations. No one under the age of thirteen (13) is allowed in the clubhouse or use of the recreational facilities without being accompanied by a person at least eighteen (18) years old. The recreational facilities are provided for use by Residents and their guests on a "USE AT YOUR OWN RISK" basis.

22. SWIMMING POOL AND SPA

The swimming pool ~~is~~ and spa are for the exclusive use of Residents and accompanied guests. The swimming pool and spa rules and regulations are posted at the pool and spa and are as follows:

POOL RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering pool.
No glass or animals in the fenced pool area (or 50 feet from the unfenced pool).
No food or beverage in pool or on pool wet deck.
No alcoholic beverages in pool or on pool deck.
No smoking in pool or on pool deck.
No running or rough playing.
No large floats or surfboards.
Do not use the pool if you are ill with diarrhea.
Do not swallow the water, it is recirculated.
Guest tags are required.
Guests must be accompanied by the resident they are visiting.
Pool hours - Dusk to Dawn
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 28 persons.
NO DIVING

SPA RULES

No lifeguard on duty.
Swim at your own risk.
Shower before entering spa.
No glass or animals in the fenced spa area (or 50 feet from the unfenced spa).
No food or beverage in spa or on spa wet deck.
No alcoholic beverages in spa or on spa deck.
No smoking in spa or spa deck.
No running or rough playing.
No floats, toys or surfboards.
Pregnant women, small children, people with health problems and people using alcohol, narcotics or other drugs that cause drowsiness should not use spa without first consulting a doctor.
Do not swallow the spa water.
Guests must be accompanied by a resident.
Guest tags are required.

Children under sixteen must have adult supervision.
Spa hours - Dusk to Dawn
Quiet hours after 8:00 p.m.
Maximum temp is 104 degrees F.
Bathing load is 10 persons.
Maximum use is 15 minutes.
NO DIVING

It is vital that Residents, their families, and guests, obey these rules.

23. SOLICITING OR PEDDLING

Soliciting or peddling is not permitted in this Community other than Resident solicitation authorized by Chapter 723, Florida Statutes. Vendors, peddlers and agents (including representatives of nonprofit organizations and any other organizations not authorized by Chapter 723, Florida Statutes) are prohibited from commercial solicitation of any nature in the Community. Vendors, peddlers, and agents, after showing proof of insurance to Community Management, may from time to time, and only upon prior written permission of Community Management, be permitted to conduct business from prearranged facilities in the Community at times and on dates specified by Community Management, but at no time will door-to-door solicitation be permitted.

24. BUSINESS

No business or commercial enterprises shall be permitted to operate from or within the Community without prior, written permission from the Community Management. No advertising signs may be erected on the Resident's lot or manufactured home. Babysitting which is performed occasionally or sporadically and which does not involve numerous additional vehicle trips within the Community is allowed, however, if complaints about such babysitting activities are received by Community Management, Management reserves the right, in its sole and exclusive discretion, to prohibit future babysitting by the offending Resident(s). A business also includes any commercial enterprise which : (i) is required to be licensed by local or state law; (ii) requires traffic from outside the Community to enter for the purpose of dealing with said business; (iii) uses any type of sign or advertising on the exterior of the home; (iv) includes door-to-door canvassing of Community Residents; (v) interferes with the safe, pleasant, and enjoyable use of the Community by any of its Residents. Any purchase of a manufactured home or of any interest in a manufactured home for the purpose of resale, leasing, renting or other business use must have prior, written permission by the Community Management. Community Management reserves the right, in its sole and exclusive discretion, to prohibit the purchase of a home for the purpose of resale, leasing, renting or other business use.

25. WEAPONS

Residents and their guests must obey all federal, state and local laws regarding the ownership and possession of firearms. Pursuant to section 790.053, Florida Statutes, open carry of firearms is not permitted anywhere on Community grounds, including, but not limited to, the clubhouse and Community office. Violators of this rule shall be immediately reported to local law enforcement. The display or use of other dangerous instrumentalities, including but not limited to BB guns and air guns, sling shots, and bows and arrows, is not permitted in the Community. The hurling of rocks, knives, eggs, sticks, and any other missiles is strictly forbidden. Fireworks are also strictly forbidden.

26. PATIOS OR DRIVEWAYS

Only standard lawn or patio furniture, will be permitted on each patio or driveway. The patio and driveway are not to be used for storage of any items, including household furniture and appliances.

27. GUESTS

All persons who are not registered with Community Management as approved occupants of a manufactured home within the Community, and who are transient occupants of a manufactured home on Community lot at the invitation of the manufactured home owners thereof, are defined as guests. If requested, the host Resident will supply Community Management with the actual arrival date and estimated or actual departure date of each guest that has occupied their home. Each guest is limited to a maximum visit of thirty (30) days per year. Any guest staying with a home owner in excess of thirty days per year shall be considered an applicant for permanent residency in the Community and shall be subject to the rules and regulations, including, but not limited to the obligations to make application for residency and to satisfy the requirements for approval of residency as set forth in these rules and regulations. Residents shall be solely responsible for the conduct of their guests. All guests must comply with the Community rules and regulations. If a guest intends to reside or stay in the Community in the absence of the Resident, the Resident must request and obtain written permission from the Community Management, prior to the guest occupying the home. The number of guests per home may be limited. If Community Management, at its sole discretion, determines that a guest has violated a requirement or provision set forth in this Rule, and in response to such violation Community Management so requests, a guest must vacate the Community within 24 hours of delivery to the Home Owner or to the guest of a written demand to vacate.

28. LIENS

To the extent permitted by law and contract, the Community will have a legal possessory lien on the Home Owner's manufactured home located within the Community for any unpaid lot rental amount, including late charges, assessment of damages caused by Home Owner or the residents or guests, and for any other recoverable expense under these regulations.

29. COMPLAINTS AND NOTICES

A. All complaints of a serious nature, or if requested by Management, must be in written form and signed. The delivery of written notices required by Chapter 723, Florida Statutes, under the terms of any lot rental agreement or these rules and regulations, shall be by mailing or delivery of a true copy thereof to the Community Management office as required by Chapter 723, Florida Statutes. Anonymous complaints, written or verbal, will not be processed. Residents should discuss any complaints, recommendations, concerns, etc., directly with the Community Management.

B. Should the Community Manager disagree in principle to the propriety of any complaint, he/she will inform the complaining resident of his/her understanding of the Community's position on such matters. The Community Manager will uniformly enforce the Community's Lease Agreement and rules and regulations. Exceptions to Community rules will rarely be allowed and then only in conformance with the "Special Exceptions" rules set forth below.

30. MAINTENANCE REQUESTS

All requests for Community maintenance must: (1) be submitted to the Community Management at the Community office verbally or in writing; (2) if the Community Management requires the request to be in writing, the notice shall be dated and (3) state the nature and location of the maintenance activity requested; and (4) be signed by the submitting resident(s). Requests not submitted in conformance with this rule may not be acted upon by Community Management. If at any time, the Resident believes the Community Owner or Community Management has failed to perform or to observe any material term, condition or obligation established under the Home Owner's prospectus or lot rental agreement or these rules and regulations, the Resident must give the Community Owner written notice specifying what has not been performed or observed and describing what he/she believe needs to be done and during what time period.

31. USE AND OCCUPANCY

The lot shall be used solely for the purposes of placing a manufactured home thereon for the residential use and occupancy of Resident. Without prior written consent of the Community Owner or Manager, the lot may not be occupied by more than two (2) persons per bedroom.

32. LIABILITY FOR DAMAGES

Community Owner shall not be liable for any loss or damage or injury to, the person or property of Resident, or any occupant, guest, or invitee on the lot caused by: (a) any condition of the lot of the Community (b) any act, fault, or neglect of any Resident or occupant of the Community, or of any guest or invitee of any resident or occupant of the Community, or of any trespasser; (c) fire, water, steam, rain, hail, wind, flood, sewerage odors, electrical current, insects, or any act of God; or (d) theft or embezzlement, unless any of the foregoing was caused by the Community Owner's active or willful misconduct. Resident shall indemnify and hold Community Owner harmless from any loss of, or damage or injury to, the person or property of any person caused by any act, default, or neglect of any occupant of the lot, or of any guest or invitee of any occupant of the lot.

33. INSURANCE

Home Owners are required to obtain and to maintain liability insurance; homeowners' insurance; and personal property insurance, if necessary, to protect themselves, their homes and the contents thereof, any other household members, and visitors or guests of any nature, against loss or damage of any kind arising from placement of the mobile home within this Community, or from occupancy of such home while it is in the Community. A copy of the declaration page from the Home Owner's homeowners' insurance policy shall be given to Community Management each year. The Community Owner does not maintain any insurance which would cover personal injuries or damages occurring on a Home Owner's lot or within a Home Owner's home, or for reimbursement to the Home Owner for the loss of the home or personal property. Park Owner reserves the right to waive the requirement for Home Owners to have one or more types of insurance coverage specified above if such insurance is not reasonably available for purchase by Home Owners. Violation of this rule shall not be grounds for eviction under Chapter 723, Florida Statutes, of any resident in the Community as of the effective date of this rule. However, a resident who purchases an existing home in the Community or otherwise establishes a new tenancy after the effective date of this rule shall be subject to eviction under Chapter 723, Florida Statutes, for failure to comply with this rule in its entirety.

It is the Home Owner's obligation to inquire and decide whether flood insurance is appropriate for his or her home in the Community. Home Owner is responsible for determining the flood elevation and status of his or her lot, as the designation of the flood plain is subject to frequent change based on regularly updated information. Any questions regarding flood-zone designation status or flood insurance in general should be directed to the Volusia County Building Department, or the Home Owner's lender or lending agency if the home is actively mortgaged. Flood-plain designations and other information is also accessible through the Federal Emergency Management Agency (FEMA) online or by phone.

34. GOVERNING LAW

The Community Owner-Resident relationship created by the Lot Rental Agreement shall be governed by the Florida Mobile Home Act, Chapter 723, Florida Statutes.

35. SUBLEASING AND RENTING

The Home Owner shall not sublease the leased lot without the written consent of Community Owner. Notwithstanding the right of Community Owner to allow subleasing in the Community, nothing in this rule compels the Community Owner to do so, and the Community Owner in its sole discretion may refuse to allow subletting at any time. Community Management may lease any manufactured home it owns or leases on Community lots. Any subleasing without Community Owner's written consent shall be void and shall constitute a default by Home Owner. Manufactured

home spaces are not transferable. No sub rental, sub-lease, or occupancy by or through a rental/purchase option of lot by anyone other than the Community Owner is authorized. If the home is subleased without written authorization of Community Owner, no such subleasing, occupancy or collection of lot rental amount shall be deemed a waiver of this provision, or the acceptance of the subtenant or occupant as tenant, or as a release of the Home Owner(s) from further compliance by Home Owner(s) with the rules and regulations. Any consent by Community Owner to a subleasing shall not relieve Home Owner(s) from obtaining written consent from Community Owner for any further subleasing. In the event Home Owner wishes to sublease the Lot and if written permission for subleasing from the Community Owner is obtained, Home Owner hereby grants Community Owner the exclusive right to serve as rental agent for the Community recognizing Community Owner's interest in preserving its ability to monitor residents in the Community, to orient such residents to the rules and regulations of the Community, and to effectively enforce the rules and regulations of the Community. Home Owner must arrange all subleasing through Community Management although, if subleasing is approved in writing by Community Owner, Home Owner may sublease to any person or persons who are qualified to lease a lot within the Community. Any subleasing must be for a minimum period of at least three (3) consecutive months.

36. RENTAL AGREEMENT TERMS AND CONDITIONS

Written rental agreements will be required of all new residents within thirty (30) days of occupancy and will be offered to each existing Resident on the anniversary date of all other Rental Agreements in the Community. All Rental Agreements will have a term of at least one year with the exception of the first Agreement entered into by a new Resident. The first Agreement will expire on the next following anniversary date of all other Agreements in the Community. Thereafter, multiple year agreements may be offered to Residents. Whether or not a Resident chooses to execute a written Rental Agreement, the Resident is subject to the same terms and conditions as Residents who have executed Agreements. All of the terms and conditions of the Agreement are specifically incorporated herein by reference as rules and regulations governing the tenancy. Residents shall not assign the Rental Agreement, or any interest therein. Section 723.059, Florida Statutes, allows the purchaser of a manufactured home who becomes a Resident of the Community to assume the remainder of the term of any pre-existing Rental Agreement, except lifetime leases or leases with automatic renewal provisions which do not specifically provide that they are assumable. In the case of automatically renewing leases which do not otherwise provide that they are assumable, the purchaser is allowed to assume only the remainder of the lease term in effect at the time of sale.

37. DEFAULT AND EVICTION

The Community Owner may evict a manufactured home owner, manufactured home occupant, manufactured home tenant, or the manufactured home itself for any of the reasons set forth in section 723.061, Florida Statutes.

38. WAIVER

No waiver of any default by a Resident shall be implied from any omission by the Community Owner to take any action with respect to the default if such default persists or is repeated. No express waiver shall affect any default other than the default specified in the express waiver, and that only for that time and to the extent stated in the express waiver. One or more waivers of any covenant, term, or conditions of the Lot Rental Agreement by Community Owner shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent of Community Owner to any act by a Resident requiring the Community Owner's consent shall not be deemed to waive or render unnecessary Community Owner's consent to any subsequent similar act by Resident. The rights and remedies of Community Owner contained herein are cumulative and shall be in addition to those prescribed by law.

39. EMERGENCIES

In the event fire, police, or ambulance assistance is required, call the needed assistance first; dial 911, then notify the Community Office, if possible. Please respect the privacy of Community Management personnel and limit after hour telephone calls to emergency situations requiring immediate action which pertains to the community.

40. SPECIAL EXCEPTIONS

Community Management reserves the exclusive, unrestricted right to grant exceptions to these rules and regulations when, in the exclusive opinion of Community Management, special circumstances warrant the granting of special exceptions or written waiver of a particular provision as it applies to a particular Resident or Residents, so long as such exception or waiver does not interfere with the general welfare, health, and safety of the other Residents of the Community. For example, variances to these rules and regulations may be granted by the Community Manager due to space limitations, design considerations, in cases where the intent of a Rule or Regulations is met but not the specific requirement, or in such other circumstances where the exception will not disturb the quiet enjoyment of the Community by other Residents, or when the basis for the variance is deemed sufficient in the discretion of Community Management.

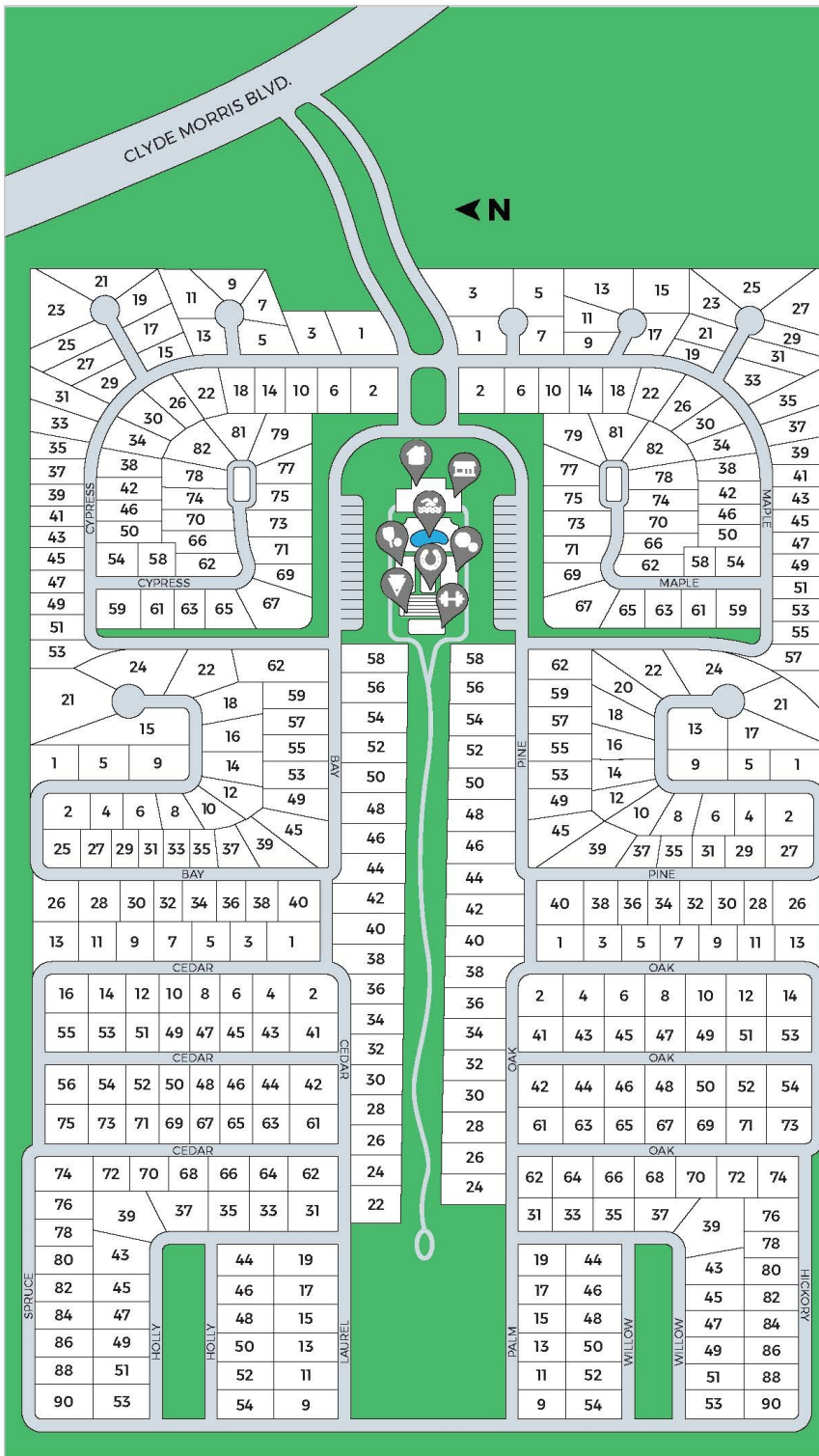
Residents are responsible for keeping themselves informed of any noticed changes in these rules and regulations.

These rules and regulations supersede all others.

Dated _____, 20 ____.

EXHIBIT "B"

LAYOUT OF THE PARK



4000 S Clyde Morris Blvd.
Port Orange, FL 32129
www.colonyinthewood.com
Phone: (386) 761-2233



Amenities

- Recreation Center
- Office
- Shuffleboard
- Horseshoe Pit
- Swimming Pool and Spa
- Fitness Center and Billiards
- Pickleball
- Bocce

15
MPH
THE SPEED LIMIT
IN THIS
COMMUNITY
IS 15 MPH.



EXHIBIT "C"

RENTAL AGREEMENT

COLONY IN THE WOOD MOBILE HOME PARK

RENTAL AGREEMENT

THIS RENTAL AGREEMENT, made and entered into on this ____ day of _____, 20____, by and between the COLONY IN THE WOOD MOBILE HOME PARK, hereinafter referred to as LANDLORD, and _____, hereinafter referred to as TENANT.

WITNESSETH: That in consideration of the lot rental amount, covenants and agreements to be kept and performed by tenant hereunder, landlord demises to tenant and tenant leases from Landlord the premises subject to the terms and conditions as hereinafter set forth.

1. It is specifically understood and agreed by and between the parties hereto that this is a bona fide offer to lease for a specified term.

2. It is specifically understood and agreed by and between the parties hereto that Chapter 723, Florida Statutes, governs this Rental Agreement.

3. Landlord hereby leases to Tenant for installation thereon of Tenant's mobile home the certain property described as lot to be occupied solely as a private dwelling only by Tenant and Tenant's family, consisting of _____ person(s). In no event shall the total number of occupants exceed that permitted by this Agreement, Rules and Regulations of the Park, or applicable laws.

4. The term of this rental agreement shall be for a period of ____ months, commencing on the _____ day of _____, 20____, and terminating on the _____ day of _____, 20____.

5. Tenant's Financial Obligations

BASE RENT:

\$_____, per month, payable in advance on the ____ day of each month. All lot rental amount payments are payable to:

Colony in the Wood
4000 South Clyde Morris Blvd.
Daytona Beach, FL 32019

SPECIAL USE FEES:

In addition to the lot rental amount the tenant agrees to pay the following fees and charges.

1. Late Charge--\$_____, if rent is not paid by the 10th day from the due date.
2. Returned Check Charge--\$_____.
3. Guest Fee--\$_____ per month per person. This fee will be assessed only if a guest's visit exceeds thirty (30) days.
4. Security Deposit--\$_____, if applicable.

5. Special Service--\$_____ minimum, plus costs, for services performed by the Park as described in the Rules and Regulations.

6. Waste (Garbage) Disposal Charge -- A garbage disposal charge of \$_____ per month.

GOVERNMENT AND UTILITY CHARGES

The tenant will be responsible for payment of government and utility charges, defined as those amounts, other than special use fees, which are itemized and charged separately from the base rent and which represent the mobile home owner's share of costs charged to the Park Owner by any state or local government or utility company.

ASSESSMENTS

Annual assessments may be imposed in addition to the base rent, based on increased costs to the Park Owner, as set forth in the section on increases in lot rental amount of this Prospectus. The annual assessment will be imposed for a limited time period, as set forth in the notice of assessment. The notice of annual assessment will be delivered at least 90 days prior to the effective date of the assessment. To the extent a particular increase in cost is used as a basis for the imposition of an annual assessment, that cost will not be used as a factor for determining increases in lot rental amount for the period during which the assessment is to be imposed.

PASS-THROUGH CHARGES

The tenant will be responsible for payment of pass-through charges, which are the tenant's proportionate share of the necessary and actual direct costs and impact or hookup fees for a governmentally mandated capital improvement, which may include the necessary and actual direct costs and impact or hookup fees incurred for capital improvements required for public or private regulated utilities. Pass-through charges may be assessed more often than annually and will be assessed to the tenant on a proportionate share basis. "Proportionate share" for calculating pass through charges is an amount calculated by dividing equally among the affected developed lots in the Park, the total costs for the necessary and actual direct costs and impact or hookup fees incurred for governmentally mandated capital improvements serving the recreational and common areas and all affected developed lots in the Park.

6. The Landlord may raise the lot rental amount annually effective the 1st day of January each year. The Landlord will furnish at least ninety (90) days advanced notice to a tenant of any increase in lot rental amount. Certain utility charges, ad valorem property taxes, non-ad valorem assessments, and pass-through charges may be increased more often than annually. Increases in lot rental amount will be determined in the manner disclosed in the Prospectus. The increased lot rental amount shall automatically become a part of the rental agreement upon renewal unless the tenant shall advise the Landlord in writing thirty (30) days prior to the expiration of the current term of tenant's intention to vacate the premises and not enter into a new term.

7. The following services, utilities and facilities are provided to the Lessee during the term of this lease:

- a. Street lighting.
- b. Storm water drainage.
- c. Mailboxes.
- d. Newsletter and social calendar.
- e. Planned and supervised social functions.
- f. Recreational services including swimming pools, shuffleboard and recreational areas.
- g. Fitness and billiard room.
- h. Lawn maintenance as follows:
 - (1) Mowed as needed.
 - (2) Fertilized twice a year.
 - (3) Chinch bug control.

8. The Tenant agrees to abide by all Rules and Regulations of the Landlord, a copy of the current Rules and Regulations being attached hereto and being incorporated herein by reference. The parties hereto agree that said Rules and Regulations may be amended from time to time, those amendments being reasonable and necessary for the proper and efficient operation of the park and for the health, safety and welfare of the residents of the park. The parties hereto agree that the rules and regulations will not be changed without written notification to the tenant at least ninety (90) days prior to implementation of such change, in accordance with procedures prescribed by Chapter 723, Florida Statutes.

9. Tenant shall not assign this Rental Agreement, or any interest therein, and shall not sublet the leased premises or any part thereof, or allow any other person or persons to occupy or use the leased premises without the specific, written consent of the Landlord. Any assignment or subletting without Landlord's consent shall be void, and shall constitute a default by Tenant under this Rental Agreement.

10. Landlord may evict a mobile home owner, mobile home tenant, mobile home occupant, or the mobile home itself for any of the grounds set forth in section 723.061, Florida Statutes.:-

11. If the Tenant shall fail to pay the lot rental amount specified herein at the time and manner stated, or fails to keep and perform any of the other conditions or agreements of this Rental Agreement, the Landlord may, at his option, terminate this Rental Agreement and all rights of the Tenant hereunder, at which time the Tenant agrees to vacate the premises. If the Tenant fails to voluntarily vacate the premises after termination, the Landlord may bring an action for possession in the county court and Tenant agrees to pay all costs, expenses and reasonable attorney's fees which shall be incurred or expended by Landlord.

12. The rights of the Landlord contained herein are cumulative, and failure of the Landlord to exercise any right shall not operate to forfeit any other rights of the Landlord. No waiver by the Landlord of any condition or covenant shall be deemed to constitute or imply a further waiver of any other conditions or covenants.

13. This Rental Agreement shall not be binding upon or inure to the benefit of Landlord and Tenant's heirs., personal representatives, successors and assigns.

14. A purchaser of Tenant's mobile home who intends to apply for residency in the park must qualify with the requirements for entry into the park under the Park Rules and Regulations, which must be approved in writing by the Landlord.

15. In the event that during the term of this Rental Agreement any portion of the premises is condemned by any public entity, including federal, state or local governments or public or private utilities having such lawfully established power, Tenant shall have the right to terminate this Rental Agreement as of the date of taking; however, in no event shall Tenant be entitled to or have any right in the proceeds awarded to Landlord in such proceeding. Landlord agrees to prorate any rent received by Landlord from Tenant as of the date of taking as long as the Tenant is in full compliance with the Rules and Regulations and the payment of rent and charges as set forth herein.

16. This agreement represents the entire understanding of the parties with respect to the subject matter hereof. It supersedes all prior or contemporaneous agreements, understandings, inducements or conditions, express, implied, or written. No termination, revocation, waiver, modification or amendment of this agreement shall be binding unless in writing and signed by all of the parties hereto.

17. Where used herein, the singular shall be deemed to include the plural, and vice versa, and the masculine to include the feminine and the neuter and vice versa.

18. In the event that any section, paragraph, or subparagraph of this Agreement is held unenforceable by any court, this Agreement shall be deemed to have been executed by the parties hereto with such sections., paragraph, or subparagraphs not having been included herein, and the remainder of the Agreement shall not be void thereby.

19. It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damages or injury by water, which may be sustained by the said tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other tenant or agents, or employees, or by reason of the breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said property.

Each of the Regulations of the park are specifically incorporated into this Rental Agreement by reference. Tenant hereby acknowledges that prior to executing this Rental Agreement he or she has had a reasonable opportunity to read and review this Rental Agreement including the park rules and regulations, and by signing this Rental Agreement he or she binds himself or herself to fully abide by this Rental Agreement and said Regulations.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD

By: _____

TENANT

TENANT

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

WITNESS TO TENANT/LESSEE

WITNESS TO LANDLORD/LESSOR

EXHIBIT "D"

USER FEE AGREEMENT

There are currently no user fees charged in the Park.

DATE PROSPECTUS DETERMINED ADEQUATE

September 30, 1986

REVISION DATE (if applicable)

May 21, 2019

IDENTIFICATION NUMBER ASSIGNED BY DIVISION

PRMZ001240-PA

MOBILE HOME LOT TO WHICH PROSPECTUS APPLIES



STAFF REPORT

Small-Scale Future Land Use Map Amendment/
1793 Taylor Road
CASE NO. 19-20000004

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ± 1.68 acres from <i>Public/Institutional</i> to <i>Rural Transition</i> (0-2 units/acre).
LOCATION:	1793 Taylor Road
OWNERS:	Jill M. & Robert L. Williams
APPLICANT:	Glenn D. Storch
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	August 22, 2019

INTRODUCTION

Glenn D. Storch, applicant on behalf of the owners, Jill M. & Robert L. Williams, requests approval to change the Future Land Use (FLU) designation of approximately 1.68 acres from *Public/Institutional* to *Rural Transition* (0-2 units/acre). The subject property is located about 2,300 feet from the east side of Taylor Road, south and east of Gamble Place and north of the Spruce Creek (see Figure 1 – Location Map).

Figure 1. Location Map



The subject property is one of the four parcels that made up the ±53-acre Creek Planned Unit Development (PUD). The Cracker Creek PUD Master Development Agreement (MDA) that was approved in 2008 required the construction of the proposed development in the MDA to start within two years from the date of execution (February 2010) and to be completed in ten years from the date of execution (February 2018). The PUD was amended in 2016 to allow development of an Assisted Living Facility on the parcel fronting Taylor Road (First Amendment); however, a site plan was not submitted for this use and the First Amendment expired in December of 2018. Both the original MDA and the First Amendment are now expired due to lack of development activity, so the parcels that made up the Cracker Creek PUD are currently zoned PUD with no MDA to provide the framework for development of the parcels. The applicant is requesting to change the FLU designation for the subject property to support the rezoning of the property to a conventional zoning category that is compatible with the underlying Future Land Use (FLU) designation and existing use of the subject property (see Case No. 19-60000005).

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently developed with a single-family home and accessory structures (pool, patio, shed), which is proposed to be maintained. Access to the property is provide through an access easement that extends from Taylor Road. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1. The current and proposed Future Land Use (FLU) designations are identified on Exhibit 1. The current and proposed zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Gamble Place	PO Conservation	VC "RC" (Resource Corridor)
South	Cracker Creek	PO Public/Institutional; PO Conservation	PO - Cracker Creek PUD (proposed PO Recreation & F-C)
East	Cracker Creek; Single-family	VC Environmental Systems Corridor	VC "RC" (Resource Corridor); (proposed PO Rural residential)
West	Cracker Creek; Gamble Place	PO Public/Institutional	PO - Cracker Creek PUD (proposed PO Recreation)

VC – Volusia County and PO – Port Orange

All future development plans (site plan or subdivision) submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±1.68 acres from *Public/Institutional* to *Rural Transition* (0-2 units/acre). The proposed FLU is consistent with the current use of the property and the proposed zoning for the property. According to the applicant, if the FLU amendment request is approved, the applicant intends to request the subject property be rezoned from Planned Unit Development (PUD) to Rural Residential (RR), which allows for one (1) dwelling unit per acre (see Case No. 19-60000005).

The proposed FLU designation is a low-density residential designation, compared to the current FLU designation which is a non-residential designation that allows uses that serve public needs, such as parks/recreation, utility operations, hospitals, churches, schools, institutions, etc. The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Public/Institutional	1.68	0	-1.68
Rural Transition (0-2 units/acre)	0	1.68	+1.68
Total Acreage	1.68	1.68	0

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

FLU Categories	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq.ft.)	Net Change in FLU (theoretical max units/sq.ft.)
Public/Institutional (FAR* = 0.2)	14,636 sq.ft.	0	-14,636 sq.ft.
Rural Transition (0-2 units/acre)	0	3 units	+3 units

*The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current Future Land Use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE (PUBLIC/INSTITUTIONAL)	PROPOSED LAND USE (RURAL TRANSITION)	NET CHANGE
Residential Units	0	3	+3
Non-residential Buildable Sq. Ft.	14,636 sq.ft.	0	-14,636 sq.ft.
Population ¹	0	7	+7
P.M. Peak Hour Trips/Daily Trips ²	9/102	3/29	-6/-73
Sanitary Sewer (gallons/day) ³	1,464	480	-984
Potable Water (gallons/day) ⁴	1,464	540	-924
Solid Waste (lbs./day) ⁵	146	22	-124
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/Open Space ⁷ (acres)	n/a	0.05	+0.05

Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: 1.02 PM peak hour trips/unit and 9.52 daily trips/ unit, Single-family (210); 0.61 PM Peak hour trips/1,000 sq.ft; and 6.95 daily trips/1,000 sq.ft, Hospital (610); ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation would decrease the theoretical maximum non-residential development and slightly increase the theoretical maximum residential units allowed. Overall, the amendment results in a net decrease in impacts to public infrastructure, except for schools and recreation/open space; however, all public infrastructure has available capacity for the proposed amendment.

TRANSPORTATION

There is a significant decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. The reduction is due to the non-residential uses not being allowed in the proposed FLU designation. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate a theoretical maximum of 3 P.M. peak hour trips, and 29 daily trips.

As with all development, any future redevelopment of the property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts. Based on staff's review, the existing transportation facilities are sufficient to support the existing use of the property that is proposed to be maintained.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 480 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically demand 540 gpd of potable water. This is a net decrease in demand between the current and proposed FLU designations. Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.74 MGD and a maximum daily withdrawal of 13.28 MGD in 2019. Actual average daily flow during the 2018 calendar year was 6.01 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use could generate 22 pounds of garbage per day. This is a net decrease between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of

development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.05-acres of parkland. According to the City's 2018 Concurrency Management Report, the City has an excess of 60 acres of parkland, so no additional parkland is needed.

SCHOOLS

The Volusia County School District determined that the proposed FLU amendment is exempt from School Concurrency and that capacity exists in the schools for the estimated students anticipated to be generated by the proposed amendment.

ENVIRONMENTAL CONDITIONS

The subject property is primarily categorized as sand pine habitat, with no wetlands or surface waters, or critical habitats within the subject property. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU category is compatible with adjacent parcels and reduces the overall intensity of development allowed on the property. All public facilities have adequate capacity to accommodate the proposed amendment.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The subject property has been developed as a single-family home since 1972 and is intended to remain in its current use. The single-family home is occupied by the owner/operator of the adjacent Cracker Creek outdoor venue, which allows the business owner to live in close proximity to their place of business.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not result in increased clearance time for evacuation above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area has been developed as a single-family home since 1972 and is intended to remain in its current use. The single-family home is occupied by the owner/operator of the adjacent Cracker Creek outdoor venue, which allows the business owner to live in close proximity to their place of business, reducing vehicular trips on the transportation roadway network.

PUBLIC NOTICE

On July 26, 2019, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of August 16, 2019, no calls have been received regarding the proposed FLU amendment.

STAFF RECOMMENDATION

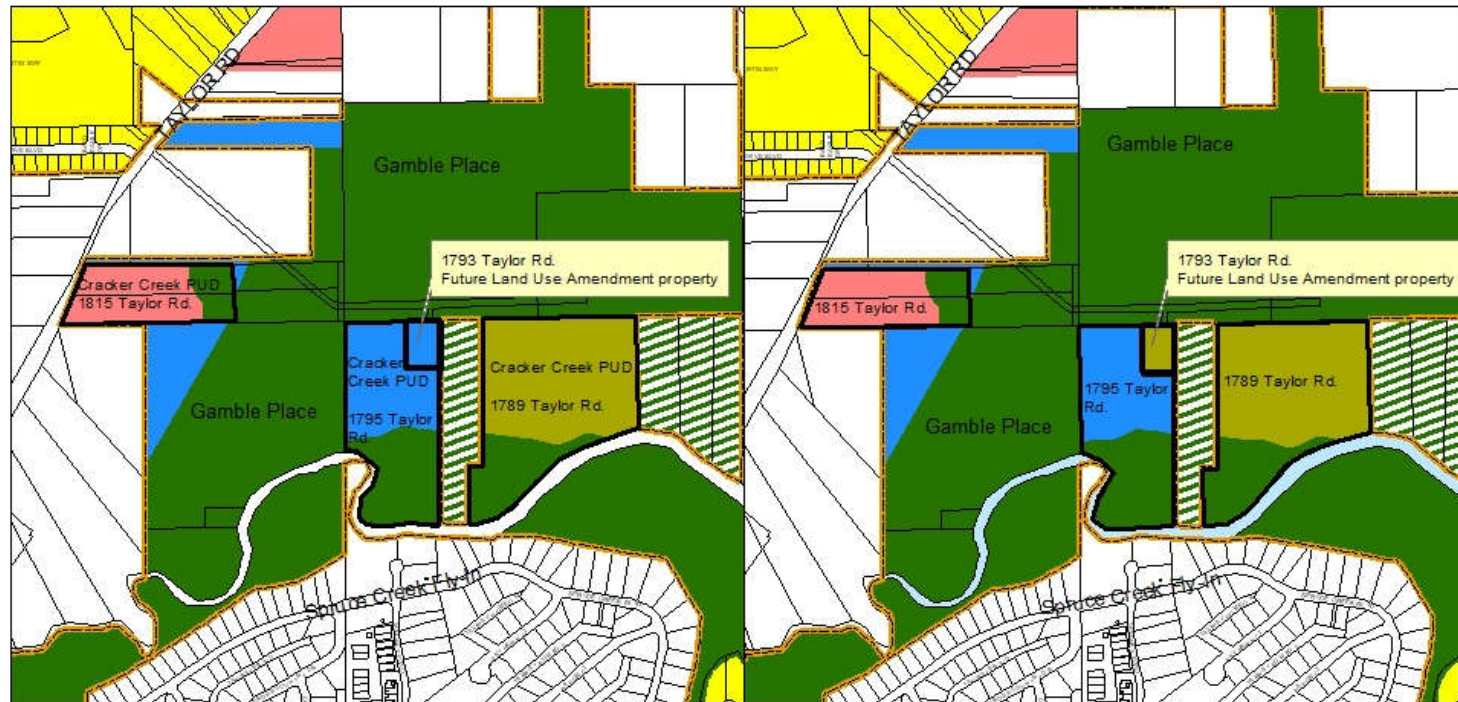
Staff recommends approval of the request to change the Future Land Use designation of approximately 1.68 acres of land from *Public/Institutional* to *Rural Transition* (0-2 units/acre), and authorization for staff to send the amendment to the required review agencies.

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map

Exhibit 2 – Current and Proposed Zoning Map

EXHIBIT 1



CURRENT FUTURE LAND USE

PROPOSED FUTURE LAND USE

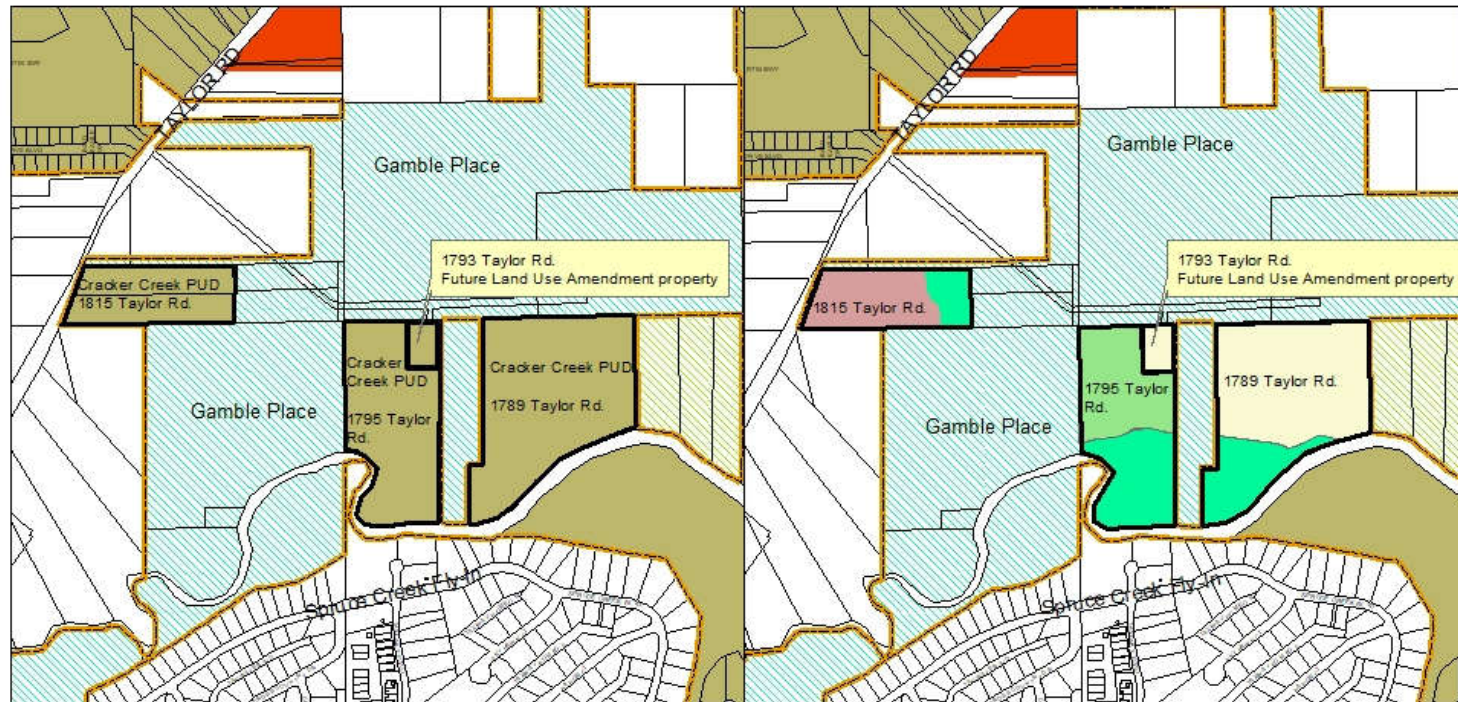
- City Boundary
- Conservation
- Office Residential Transition
- Public/Institutional
- Rural Transition
- Suburban Residential
- Volusia County Environmental Systems Corridor



DEPARTMENT OF COMMUNITY DEVELOPMENT

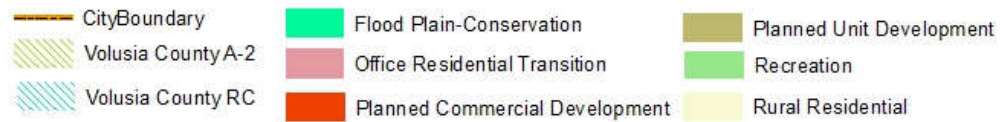


EXHIBIT 2



CURRENT ZONING

PROPOSED ZONING



DEPARTMENT OF COMMUNITY DEVELOPMENT





STAFF REPORT

**REZONING/CRACKER CREEK (1789, 1793,
1795 and 1815 TAYLOR ROAD)
CASE NO. 19-60000005**

REQUEST:	Rezone ± 53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Rural Residential (RR), Recreation (REC) and Flood-Plain Conservation (F-C)
LOCATION:	1789, 1793, 1795, and 1815 Taylor Road (Figure 1 – Location Map)
OWNERS:	Robert L. and Jill M. Williams
APPLICANT:	Glenn D. Storch
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
PLANNING COMMISSION:	August 22, 2019

PROPERTY OVERVIEW

Glenn D. Storch, applicant on behalf of the property owners, Robert and Jill Williams, requests to rezone ± 53 acres, consisting of four parcels, located on the east side of Taylor Road, north of Spruce Creek (see Figure 1) from Planned Unit Development (PUD) to the following City of Port Orange conventional zoning categories:

- | | |
|--------------------------------|--|
| 1. Parcel 1(1789 Taylor Rd.): | Rezone±24.53 acres to Rural Residential (RR) and Flood Plain-Conservation (F-C) |
| 2. Parcel 2 (1793 Taylor Rd.): | Rezone ±1.68 acres to Rural Residential (RR) |
| 3. Parcel 3 (1795 Taylor Rd.): | Rezone ±16.51 acres to Recreation (REC) and Flood Plain-Conservation (F-C) |
| 4. Parcel 4 (1815 Taylor Rd.): | Rezone ±9.76 acres to Office/Residential Transition (ORT) and Flood Plain-Conservation (F-C) |

The subject parcels were zoned Planned Unit Development (PUD) in 2008 along with the approval of the Cracker Creek PUD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The Cracker Creek MDA was amended in 2016 (First Amendment). The Cracker Creek PUD Master Development Agreement (MDA) that was approved in 2008 required the construction of the development proposed in the MDA to start construction within two years from the date of execution (February 2010) and to be completed in ten years from the date of execution (February 2018). The PUD was amended in 2016 to allow development of an Assisted Living Facility on the parcel fronting Taylor Road (First Amendment); however, a site plan was not submitted for this use and the First Amendment expired in December of 2018 due to lack of activity. Because the MDA expired, the Cracker Creek PUD property is zoned PUD with no framework or development requirements for development of the four parcels. The applicant is requesting to rezone the parcels to conventional zoning

categories that are compatible with the underlying Future Land Use (FLU) designations and existing uses on the subject properties. If the subject properties are rezoned to conventional zoning categories, the City's Land Development Code will provide permitted uses and dimensional requirements for each parcel.

FIGURE 1. LOCATION MAP



DISCUSSION

The following outlines the request for rezoning of each parcel. If the rezoning is approved, the properties will be subject to the permitted uses of each zoning category and the dimensional requirements listed in Chapter 17, Section 27 of the City's Land Development Code.

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

The subject property currently has FLU designations of *Office/Residential Transition*, *Public/Institutional*, *Rural Transition (0-2 units per acre)* and *Conservation* (see Exhibit 1). The proposed zoning categories are consistent with the existing and proposed FLU designations.

Parcel 1: 1789 Taylor Road

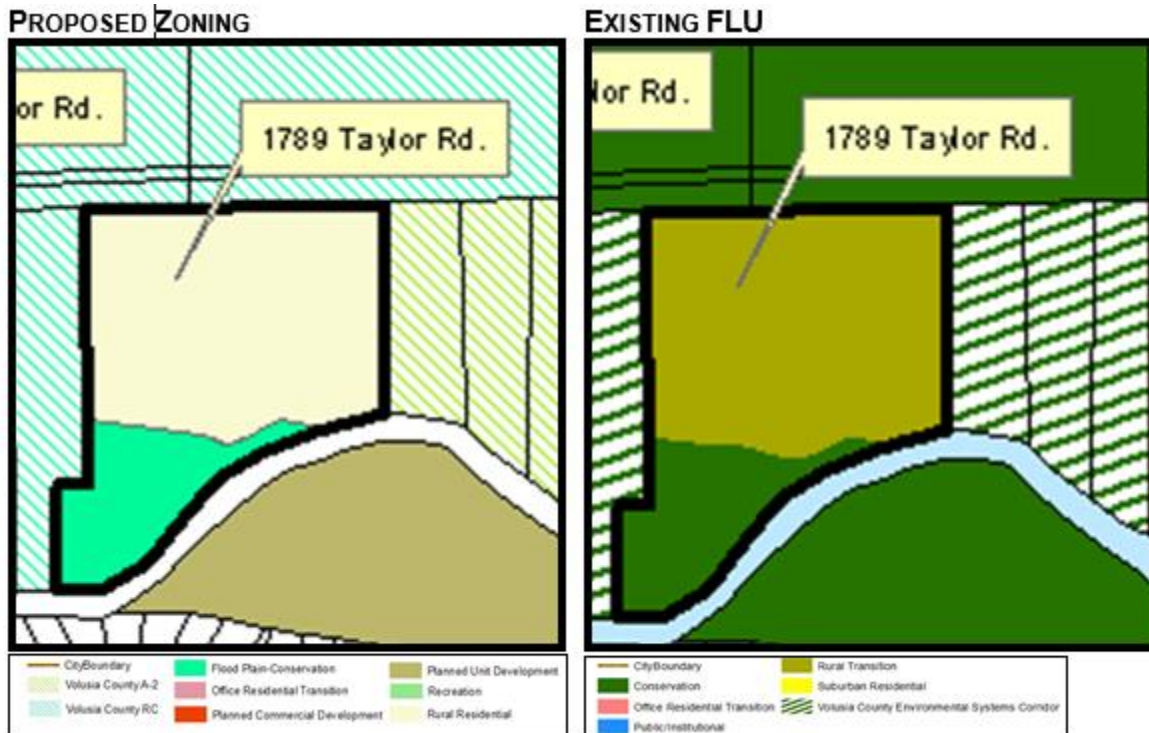
The ±24.53-acre parcel is currently improved with two single-family residences. The parcel has split FLU designations with ±18.55 acres being designated *Rural Transition (0-2 units per acre)* and ±5.98 acres being designated *Conservation*. The proposed Rural Residential (RR) and Flood plain-conservation (F-C) designations are consistent with the current FLU designations on the parcel.

The Rural Residential (RR) zoning category is compatible with the *Rural Transition (0-2 units per acre)* FLU designation as it allows for development of single-family residences at a density of one (1) unit per acre. The residential land use pattern in this area is

transitional from larger lots located in the unincorporated County to suburban residential subdivisions within the City limits.

The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek Environmental Corridor. The proposed F-C zoning will restrict development and ensure the continued protection of the Spruce Creek Environmental Corridor.

FIGURE 2. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 1. 1789 TAYLOR ROAD

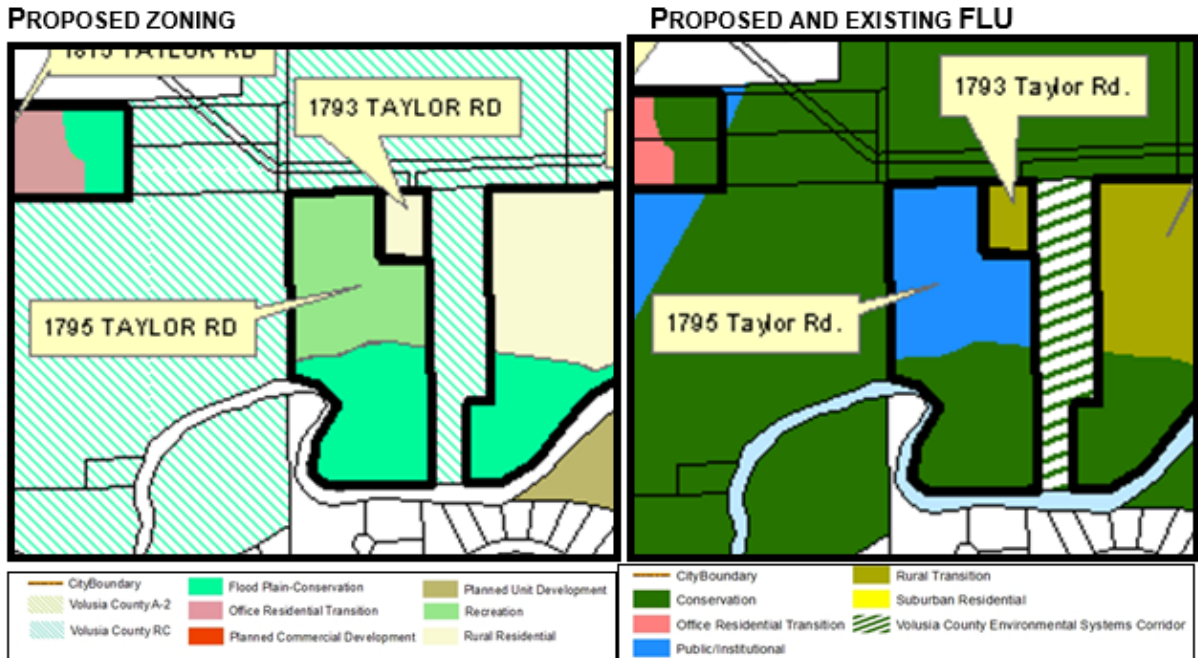


Parcel 2 (1793 Taylor Road)

The ±1.68-acre parcel is currently improved with a single-family residence constructed in 1972. A FLU amendment is being processed concurrently with this rezoning application to change the FLU of this parcel from *Public/Institutional* to *Rural Transition* (0-2 units per acre). If the FLU amendment is approved, the proposed Rural Residential (RR) zoning category is consistent with the proposed *Rural Transition* (0-2 units per acre) FLU designation. The RR zoning category allows for single-family residential dwellings with a minimum lot size of one (1) acre.

The Rural Residential (RR) zoning category is compatible with the *Rural Transition* (0-2 units per acre) FLU designation as it allows for development of single-family residences at a density of one (1) unit per acre. The residential land use pattern in this area is transitional from larger lots located in the unincorporated County to suburban residential subdivisions within the City limits. Rezoning this parcel to RR is consistent with proposed FLU designation for the parcel.

FIGURE 3. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 2. 1793 TAYLOR ROAD AND PARCEL 3. 1795 TAYLOR ROAD



Parcel 3. 1795 Taylor Road

Parcel 3 is ±16.51 acres and is occupied by the Cracker Creek outdoor venue that provides outdoor recreation activities. The parcel has split FLU designations with ±9.16 acres being designated *Public/Institutional* and ±7.35 acres being designated *Conservation*. The proposed Recreation (REC) and Flood Plain-Conservation (F-C) zoning designations are consistent with the current FLU designation on the parcel.

The proposed REC zoning district provides areas for outdoor recreational uses including boat ramps/launches, outdoor facilities for civic and public functions, and public and private outdoor recreation facilities. The existing Cracker Creek business was permitted under the Cracker Creek MDA and would be a permitted use in the REC zoning category and able to continue current operations.

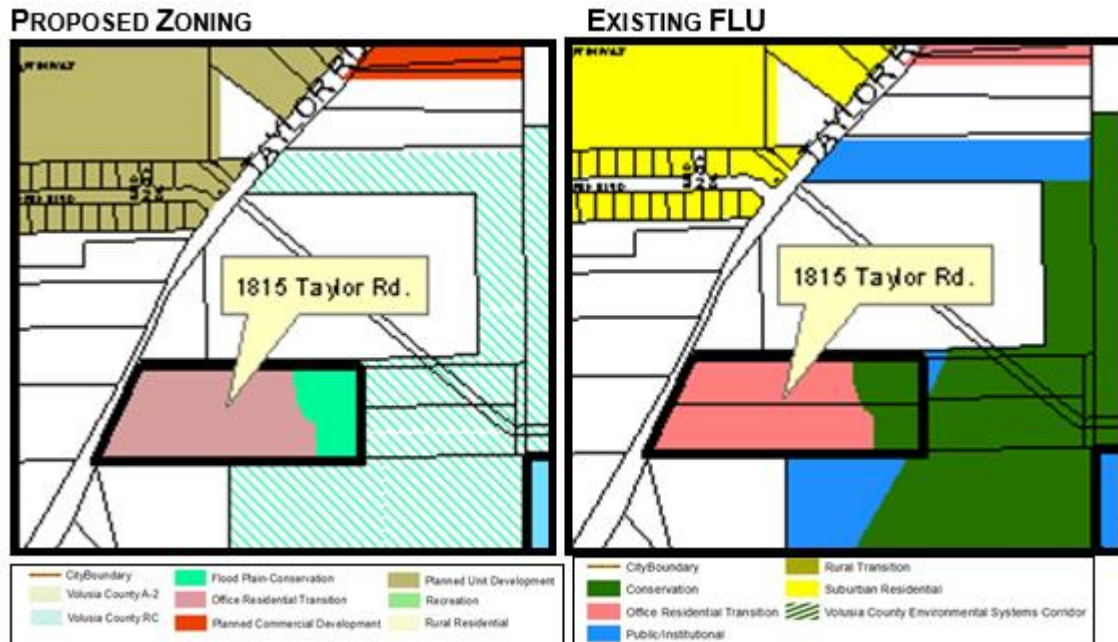
The Recreation (REC) zoning category is compatible with the *Public/Institutional* FLU designation as it provides opportunity for privately owned land to serve public recreational needs. The Cracker Creek property works in conjunction with the historic Gamble Place to provide educational, ecological, and passive recreation activities. The REC zoning district fulfills the main goal of the Recreation Element in the Comprehensive Plan by ensuring the provision of adequate recreation areas and open space to satisfy the needs of all Port Orange citizens.

The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek Environmental Corridor. The proposed F-C zoning will restrict development and ensure the continued protection of the Spruce Creek Environmental Corridor.

Parcel 4. 1815 Taylor Road

Parcel 4 is ± 9.76 acres and is currently wooded and vacant. The parcel has split FLU designations with ± 7.55 acres being designated *Office/Residential Transition* and ± 2.21 acres being designated *Conservation*. The proposed Office Residential Transition (ORT) and F-C zoning designations are consistent with the current FLU designation on the parcel.

FIGURE 4. PROPOSED ZONING MAP AND FLU MAP OF PARCEL 4. 1815 TAYLOR ROAD



The Office/Residential Transition (ORT) zoning district provides for a mix of uses along arterial roadways to provide a transition from more intense uses at intersection nodes and provide a buffer between residential areas and commercial nodes. The ORT zoning accommodates a mix of medium-intensity uses, such as general offices, medical and professional uses, retail sales, personal services, multifamily, adult care/retirement facilities, and institutional uses within the following distribution ranges: residential 0-25%, office/institutional 75-100%, and commercial 0-25%. This zoning district is appropriate along arterial roads (such as Taylor Road) and major collector roads, adjacent to commercial nodes, light industrial/heavy commercial areas, and residential areas.

The ORT zoning category is compatible with the current *Office/Residential Transition* FLU designation as it is intended to provide a buffer between areas of high and low intensity use, especially between commercial nodes, and is intended to provide for a mix of uses along arterial roadways. The property is located on Taylor Road with lower intensity non-residential uses such as houses of worship, child care centers, and the Cracker Creek and Gamble Place properties.

The Flood Plain-Conservation (F-C) zoning category is compatible with the *Conservation* FLU designation as its purpose is to conserve important natural and historic resources for ecological purposes and to protect and enhance environmentally

sensitive corridors, wildlife, habitat, and wetlands within the Spruce Creek Environmental Corridor. The proposed F-C zoning restricts development and will ensure the continued protection of the Spruce Creek Environmental Corridor.

Consistency with Comprehensive Plan

The subject parcels currently have FLU designations of *Office/Residential Transition*, *Public/Institutional*, *Rural Transition (0-2 units per acre)* and *Conservation* (see Exhibit 1). The proposed zoning categories for these four parcels are consistent with the existing and proposed FLU designations.

Compatibility with Surrounding Uses and Zoning

The subject property is primarily surrounded by properties owned by the Museum of Arts and Sciences, Spruce Creek, and low-density residential parcels (Table 1). The proposed zoning districts are consistent with the surrounding properties that are zoned for passive and active recreation, conservation, and low-density residential. Additionally, the proposed zoning districts are consistent with the permitted uses in the Cracker Creek MDA and First Amendment. The current adopted and proposed FLU designations for the subject property and the adjacent properties is identified on Exhibit 1. The current and proposed zoning classifications of the subject property and adjacent properties are identified on Exhibit 2.

TABLE 1. SURROUNDING LAND USES AND ZONING

Direction	Existing Land Use	FLU Designation	Zoning District
North	Low intensity residential	PO Conservation	VC A-2 (Rural Agriculture), VC RC (Resource Corridor)
South	Spruce Creek and single-family residential (Spruce Creek Fly-In)	VC Environmental Systems Corridor and VC Urban Low Intensity	VC A-2 (Rural Agriculture), VC PUD (Spruce Creek Fly-In Planned Unit Development)
West	Low density residential and Taylor Road right-of-way	VC Urban Low Intensity and VC Environmental Systems Corridor	VC A-2 (Rural Agriculture), VC RC (Resource Corridor)
East	Low density residential	VC Environmental Systems Corridor and VC Rural	VC RA (Rural Agriculture), VC RC (Resource Corridor)

VC - Volusia County and PO – Port Orange

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review, to verify all LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to insure compatibility with adjoining properties and that adequate public facilities and services are available.

SMART GROWTH SUMMARY

The proposed rezoning promotes development of parcels that have access to public infrastructure, promotes outdoor recreational activities, and protects the Spruce Creek Corridor from development within its corridor boundary.

PUBLIC NOTICE

On July 26, 2019, staff posted the property notifying the public of the proposed rezoning. As of August 16, there have not been any calls or other inquiries received.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone $\pm$ 53 acres from Planned Unit Development (PUD) to Office/Residential Transition (ORT), Recreation (REC), Rural Residential (RR) and Flood Plain-Conservation (F-C).

ATTACHMENTS

Exhibit 1 – Current and Proposed Future Land Use Map

Exhibit 2 – Current and Proposed Zoning Map

EXHIBIT 1

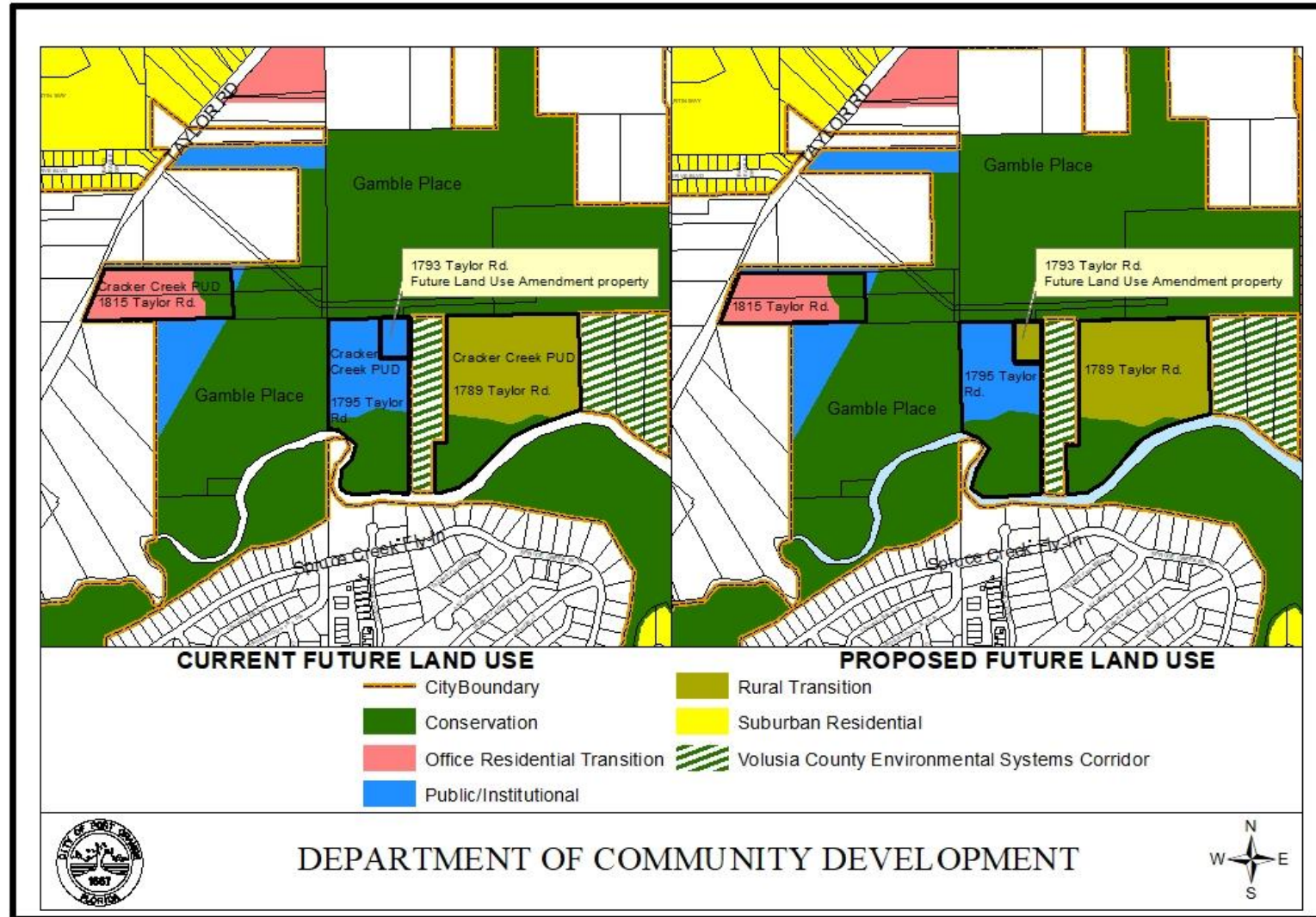
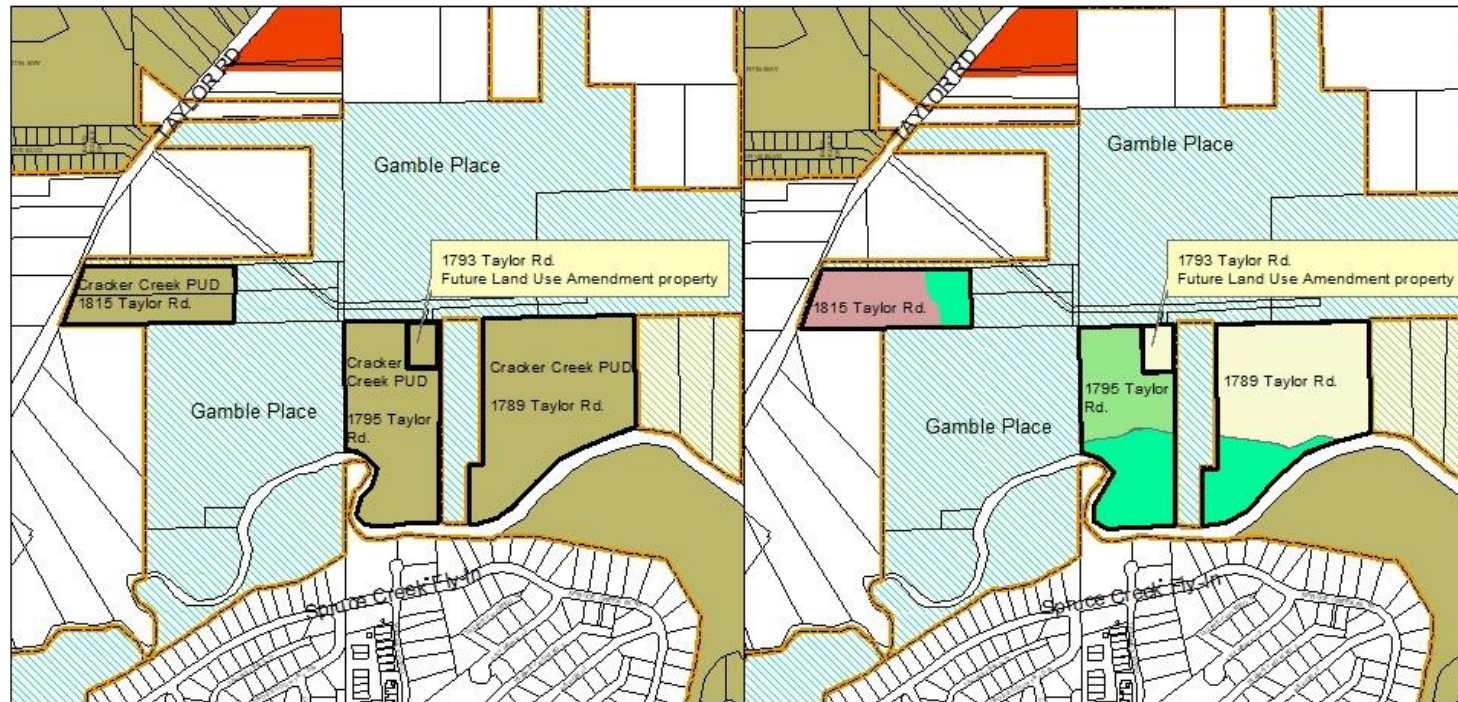


EXHIBIT 2



CURRENT ZONING

PROPOSED ZONING

- | | | |
|--------------------|--------------------------------|--------------------------|
| City Boundary | Flood Plain-Conservation | Planned Unit Development |
| Volusia County A-2 | Office Residential Transition | Recreation |
| Volusia County RC | Planned Commercial Development | Rural Residential |



DEPARTMENT OF COMMUNITY DEVELOPMENT

