

05/28/1999 07:03

Instrument # 99111093
Book: 4439
Page: 3214

**SECOND AMENDMENT TO THE
PINES PCD DEVELOPMENT AGREEMENT**

THIS AGREEMENT, made and entered into by and between the City of Port Orange, a Florida municipal corporation (the "City"), Susan S. Root, Chapman J. Root, II, and Susan R. Graham, Trustees of the Chapman S. Root 1982 Living Trust ("Trustees"), 1650 Dunlawton Avenue, L.C., a Florida limited liability corporation ("1650 Dunlawton"), and the Pines Property Owners Association, Inc., a Florida non-profit corporation ("Association"), constitutes the Second Amendment to the Pines PCD Development Agreement.

W I T N E S S E T H:

WHEREAS, the City and Brasada Development Corporation, a Florida corporation, previously executed a development agreement providing for the development and use of property known as "Pines PCD" situated within the corporate limits of the City of Port Orange; and

WHEREAS, the Development Agreement has been previously amended by the First Amendment to the Pines PCD Development Agreement; and

WHEREAS, the Trustees and 1650 Dunlawton, as current PCD property owners, wish to amend the Development Agreement for the purposes as further described below; and

WHEREAS, the City is willing to agree to the requested amendment so long as the Association is made a party thereto.

WHEREAS, the parties hereto agree as follows:

NOW, THEREFORE, the parties hereto agree as follows:

1. For purposes herein, the term, "Development Agreement", shall mean that agreement entitled "Development Agreement the Pines Planned Commercial Development Port

Orange Florida", recorded June 4, 1987, in Official Records Book 2989, Pages 1608 through 1624, Public Records of Volusia County, Florida; as amended by the First Amendment to the Pines PCD Development Agreement, recorded in Official Records Book 4088, Pages 822 through 827, Public Records of Volusia County, Florida. Also for purposes herein, the term, "Owners", refers collectively to the Trustees and 1650 Dunlawton.

II. Paragraph 1 of the Development Agreement is hereby amended to read as follows (additions to existing text are underlined, deletions are ~~interlined~~):

1. ~~The Owners collectively own approximately 23~~ Owner owns 25.22 acres, more or less, of real property (hereinafter the "Property" or "property"), described in Exhibit "A", attached hereto and made a part hereof, which is located within the municipal boundaries of the City.

III. Paragraph 2 of the Development Agreement is hereby amended to read as follows (additions to existing text are underlined, deletions are ~~interlined~~):

2. As indicated on the Conceptual Development Plan for the Property (also referred to herein as the "conceptual master plan"), attached hereto and by reference made part hereof as Exhibit "E.1", the Owners intend that ~~23~~ Owner intends for 25.22 acres, more or less, may to be developed for various commercial and office facilities, including medical offices/clinics, as detailed herein, with areas provided for common stormwater retention/detention and cross access purposes, ~~and areas reserved for a right of way to provide for the extension of Clyde Morris Boulevard along the northern border of the property between Dunlawton Avenue~~

~~and the east boundary of the property, and an area reserved for a cross-access easement.~~

IV. Paragraph 3 of the Development Agreement is hereby amended by deleting the existing text and replacing it with the following:

3. Development Parameters.

A. The Property is proposed for development as the following three tracts:

1. Tract 1, consisting of 9.29 acres, more or less;
2. Tract 2, consisting of 3.78 acres, more or less;
3. Tract 3, consisting of 2.13 acres, more or less.

Tract 3 is owned by 1650 Dunlawton and has been developed consistent with the terms of this Development Agreement. Tracts 1 and 2 are owned by the Trustees and is proposed for development in accordance with terms of this Development Agreement. In addition to the above Tracts 1, 2 and 3, the Property consists of Parcels A, B, C, and D, which are to be used for stormwater drainage and retention, common access, and utility purposes and which will be controlled and maintained by the Association in accordance with the terms of this Development Agreement. Tracts 1 through 3 and Parcels A through D are identified on Exhibit "E-1".

B. Dimensional requirements for the Property and for specific lots and building sites are attached hereto and by reference made a part hereof as Exhibit "G-1".

- C. All buildings and accessory structures shall be developed in compliance with the requirements of Chapter 14 of the Port Orange Land Development Code.
- D. All buildings and accessory structures shall be developed consistent with a common architectural theme. The common architectural theme shall be established by harmoniously coordinating the general appearance of all buildings and accessory structures. For purposes herein, general appearance includes but is not limited to colors, exterior wall finishes, roof styles, slopes and materials; and architectural details, and ornamentation.
- E. All structures within the PCD shall compliment one another and shall convey a sense of quality and permanence.
- F. Lower grade exterior wall finishes and roof materials shall be prohibited. For purposes herein, smooth concrete block or metal finishes shall be deemed to be lower grade except when they are part of an integral feature of a recognized architectural style. Finished materials such as stucco, natural brick or stone, finished concrete, wood or other similar material on all sides, shall not be deemed to be lower grade.
- G. The City reserves the right to review the proposed construction of all buildings and structures within the Property, to require the substitution or inclusion of colors, materials, and architectural details and ornamentation.

and to prohibit the use of the same to ensure compliance with the requirements of this section and to ensure consistency with the architectural theme established for the PCD.

- H. Corporate prototype design and materials shall be prohibited to the extent that they prevent compliance with Subparagraphs C. through G. of this Paragraph.
- I. No outside display or storage shall be permitted except during outdoor and sidewalk sales or special events permitted by the City.
- J. No vending machines shall be permitted on the outside walkways or other outdoor pedestrian areas of the Property.
- K. No new newspaper stands shall be permitted except in areas designated by the Owners and approved by the City.
- L. No exterior phone booths shall be visible from the public rights-of-way.
- M. All buildings on each building site shall have a primary orientation facing the relevant arterial roadway.
- N. Within Tracts 1 and 2:
 - 1. If parking is located in front of any building, it shall consist of one (1) or two (2) rows of spaces served by one (1) access drive. Additional rows/access drives shall not be permitted for the front parking areas of buildings within Tracts 1 or 2 except as permitted in Paragraph 2 of this Subsection.

2. In the event that three (3) rows of spaces served by two (2) access drives are desired for the front parking area of any building within Tracts 1 or 2, the Trustees shall have the option of constructing one or two (2) "parkettes" along the Clyde Morris Boulevard frontage of Tract 1, within the buffer area, in a location described further below. For the purposes of this Development Agreement, a parkette is a circular or hexagonal area having the following pedestrian-oriented features:

- (a) Perimeter landscaping aimed at achieving a garden-like setting of creative/colorful annuals, perennials, shrubs, and ornamentals;
- (b) A shade tree with a protective grate, as a central focal point;
- (c) Linkage to the bike path required along Tract 1's Clyde Morris Boulevard frontage, and extension of the bike path to the internal PCD property through an appropriately-sized landscaped island which must be constructed in the front parking area abutting the parkette; and
- (d) Seating areas as described below.

If two (2) parkettes are constructed, one (1) shall be centrally located one within Lots 4-14 and the other shall be centrally

located within Lots 15-40. Each such parkette shall have a minimum area of twenty (20) feet by thirty (30) feet, and a minimum design/construction cost of approximately Six Thousand Dollars (\$6,000.00). Each such parkette shall be designed to accommodate and shall include two (2) seating areas capable of accommodating three (3) or more persons each. The parkette to be located within Lots 4-14 shall be constructed prior to the issuance of the first Certificate of Occupancy (C.O.) for buildings constructed on any of those lots. The parkette located within Lots 15-40 shall be constructed prior to the issuance of the second C.O. for those lots.

If one (1) parkette is constructed rather than two (2), the parkette shall measure a minimum of thirty (30) feet by thirty (30) feet; the perimeter landscaping shall be appropriately enhanced; the parkette shall be designed to accommodate and shall include a minimum of four (4) separate seating areas; the parkette shall be complemented by a rounded, half-circle, white-colored trellis feature to follow the outermost boundary of the parkette; and the total design/construction cost of the parkette shall be approximately Twelve Thousand Dollars (\$12,000). Such parkette shall be centrally located along the Clyde Morris Boulevard frontage of the PCD property and

shall be constructed prior to the issuance of the second C.O. for Lots 4-40.

3. For every building within Tracts 1 and 2 which has front parking areas including four (4) or more rows, the Trustees shall do one of the following:
 - (a) Construct at least fifty (50) percent of the front facade of the building in question to no less than twenty-five (25) feet in vertical height with a design of superior quality.
 - (b) Improve the pedestrian crossings at the four (4) access drives serving the PCD property with decorative interlocking pavers.
 - (c) Provide a drinking fountain at each of the parkettes constructed.
 - (d) Install or arrange for the installation of three (3) pedestrian walklights (Gardeo standard) within the Dunlawton right-of-way contiguous to a property (to be selected by the Administrative Official) where opportunities are not otherwise readily available for said walklights to be installed in the near future.
4. Site function and layout shall be coordinated, once established by the function and layout of the first site (within either Tract) to

receive site development plan approval. For purposes herein, site function and layout includes, but is not limited to, building placement, landscaping layout/design, parking lot layout/design, and access drive layout/design.

- Q. All parking lot lighting fixtures shall be consistent with respect to their physical attributes. The specific design shall be established by the type of parking lot lighting fixture constructed or installed in or on the first site within Tracts 1 and 2 to receive site development plan approval.
- P. False or real windows shall be provided on all front and side elevations visible from public right of way in sufficient size and number to compliment the proportions of the building. Such windows shall not be required on rear elevations.
- Q. The following additional provisions shall apply specifically to Tract 1:
 - 1. The Trustees intend to divide Tract 1 into a series of twenty-five (25) foot wide lots as shown on Exhibit "E-1". Such lots may be conveyed notwithstanding their failure to meet the dimensional requirements of this Development Agreement. However, the City shall not permit development of such lot or group of lots for development as a single building site unless:
 - (a) The building site meets the dimensional requirements of this Development Agreement;

- (b) The conveyance of such lot does not result in a "remnant lot". For purposes herein, a remnant lot is one which is in separate ownership from all adjoining lots and which does not meet the dimensional requirements of this Development Agreement; and
 - (c) The building site has access to roads, utilities, access easements, drainage facilities, retention areas and other common facilities as shown on the Conceptual Development Plan and as may be required by City ordinances, regulations and rules not in conflict with this Development Agreement. For example, the developer of the building site shall be required to pave that portion of the twenty-four (24) foot cross access easement depicted on Exhibit "E-1" and any other shared access necessary for use of the building site. Improvements required for proper access shall be completed prior to issuance of the Certificate of Occupancy for the building site.
2. In the event that a lot within Tract 1 is added (through conveyance) to an existing, developed building site, the lot specific dimensional requirements established by this Development Agreement shall be applied to the enlarged building site.

3. As each building site is completed, the Clyde Morris Boulevard bike path/pedestrian access depicted on the Conceptual Development Plan shall be connected from the common boundary of Tract 3 and Tract 4, through the entire frontage of the building site being developed.

R. Signage. Signage for the overall project shall be provided by signs located and designed as provided on Exhibit "E-1". In addition, the project shall be permitted signs, including directional signs, as shown on Exhibit "E-1". Each individual building site shall be permitted no more than one (1) freestanding sign, consistent with the requirements of the City Land Development Code, regardless of the number of businesses located therein; provided, further, that all such signs permitted shall be monument-style ground signs; and provided, further, that freestanding signs for detached businesses shall be no more than eight (8) feet in height and shall be a minimum of one hundred fifty (150) feet apart. While the location of those freestanding signs on Exhibit "E-1" appears acceptable as of the date of approval of Exhibit "E-1" by the City, the Trustees reserve the right to install such signs in a different location on any building site subject to the approval of the City Administrative Official who shall ensure that locational requirements for such signs under this Development Agreement and the Land Development Code are met.

V. Paragraph 4 of the Development Agreement is hereby amended to read as follows (additions to existing text are underlined, deletions are ~~interlined~~):

4. The property ~~consisting of Tracts 1, 2 and 3,~~ shall be known as "The Pines Planned Commercial Development", and shall be governed by the terms and conditions of this Development Agreement as well as by the applicable ordinances, regulations, and rules of the City to the extent they are not consistent with this Development Agreement, including the City Land Development Code ~~is zoning, subdivision and stormwater ordinances and the current Manual of Uniform Traffic Signs.~~ The ~~Owners~~ Owner and the City also agree to be bound by the various modifications ~~to~~ of this Development Agreement which are made in writing upon mutual consent of the parties. The Property shall be developed in accord with the Conceptual Development Plan ~~conceptual plan dated January 8, 1987, and approved February 16, 1987 by the Port Orange City Council, a copy of which is attached hereto as Exhibit "A".~~

The Conceptual Development Plan ~~conceptual master plan~~ is intended to be conceptual in nature and serve as a general guide to the development of the Property in accordance with the terms and conditions of this Development Agreement and shall not preclude the siting of buildings, structures, or facilities in a manner which is consistent and in compliance with the terms, conditions and intent of the this Development Agreement.

- VI. Paragraph 5 of the Development Agreement is hereby amended as follows

(additions to existing text are underlined, deletions are ~~interlined~~):

5. The City has determined the Property is suitable in size, location and character for the uses proposed, and that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's long range comprehensive plan. Permitted uses are listed in Exhibit "F-1", attached hereto and made a part hereof.

VII. Paragraph 7 of the Development Agreement is hereby amended to read as follows

(additions to existing text are underlined, deletions are ~~interlined~~):

7. The City hereby agrees to permit development of the property pursuant to this ~~Development~~ Agreement and the attached or referenced Exhibits, provided the development complies with the conditions and requirements contained in this ~~Development~~ Agreement. Development may first occur in any of the tracts depicted on Exhibit "E-1" without concurrent or prior development of any other tract. The Parties recognize the two (2) important aspects of the phasing of the development of this project concern road access to develop the Property, and water and sewer capacity. First, the Parties recognize that water and sewer capacity cannot be reserved by the City indefinitely, so it is agreed that the City shall reserve water, sewer and utility capacity for all projects which have site development plan approval or authorized extension thereof, until construction is complete or such approval becomes void. Second, provision of road access to each tract as developed shall occur as stated in Paragraph 11 of this ~~Development~~

Agreement. The Owners acknowledge Owner-acknowledges that Subdivision approval, in accordance with the Land Development Code of the City of Port Orange, is necessary to convey individual parcels to prospective purchasers, or to initiate site development plan approval by the City.

VIII. Subparagraph 11.D. of the Development Agreement is hereby amended by deleting the existing text and replacing it with the following:

11.D Traffic Signal. Prior to issuance of the first C.O. for improvements to be located on Tract 1, the Trustees shall either:

1. Design, obtain all necessary permits for, and construct a traffic signal at the intersection on Clyde Morris Boulevard where indicated on the Conceptual Development Plan, if the FDOT warrants are met; or
2. Pay the City Twenty-Two Thousand Five Hundred Dollars (\$22,500.00), which amount is fifty percent (50%) of the estimated cost to design, permit and construct the traffic signal.

If option 1 is chosen, the City shall contribute fifty percent (50%) percent of the construction costs (excluding design and permitting costs) of the traffic signal from the City's own funds; provided, however, that such costs shall be substantiated by a professional engineer who shall sign, seal and date the substantiation. The parties acknowledge that the City has already obtained contribution for the cost of the traffic signal from other

property owners in the vicinity, and further acknowledge that the City's receipt of such contributions shall in no way alter the obligations of the Trustee under this Subparagraph. The parties further acknowledge that the Volusia County government has authority to determine when such traffic signal may be constructed. The City shall promptly commit the funds paid by the Trustees toward the installation of the traffic signal when the County has determined that the traffic signal is warranted. The parties acknowledge that said construction may result in eligibility for county impact fee credit.

IX. Paragraph 13 of the Development Agreement is amended by deleting the existing text and replacing it with the following

13. A cross access easement shall be secured along the rear of Tract 2 to the land to the south of and abutting the Property, as depicted on Exhibit "E-1", which shall extend the access provided by Parcel "B" as shown on Exhibit E-1". This cross access easement may be relocated in conjunction with development of Tract 2 at the discretion of the City Administrative Official, and at the request of all affected property owners within the PCD, so long as it continues to provide reasonable access to all of the Tracts within the PCD. In the event the cross access easement is relocated, the acreage within Tract 2 as enumerated in Paragraph 3 of this Agreement may be accordingly adjusted by the Administrative Official.

X. Paragraph 13 of the Development Agreement *as added by the First Amendment*

is hereby deleted in its entirety.

XI. Paragraph 15 of the Development Agreement is hereby amended by deleting the existing text and replacing it with the following

15. COMMON FACILITIES.

- A. The ingress, egress and utilities easements as depicted on Exhibit "E-1" are intended to be private easements inuring to the benefit of Tracts 1, 2 and 3 and their individual building sites and for the purpose of providing additional access to those three (3) tracts and to Dunlawton Avenue. Therefore, such easements are not intended to be and will not be dedicated or accepted to the use of the public.
- B. Common accessways, stormwater retention/detention areas, utilities and other common facilities required to serve the Property, are generally intended to be constructed as development occurs, to handle the impacts generated by the particular development phase. If construction occurs in phases, however, then the Trustees shall convey such easements as the City may deem necessary to ensure that the property within the PCD to be benefitted by such infrastructure has legal access to it. However, the Trustees reserves the right to construct all such infrastructure at any time prior to development of particular tracts.
- C. As an absolute condition of its approval, the City hereby requires the Trustees to loop the water distribution line into that of the Woodland

Center system (to the north) as depicted on Exhibit "E-1".

- D. The Trustees shall obtain County of Volusia approval prior to filling of existing stormwater retention pond(s).
- E. Prior to or simultaneously with the conveyance of Parcel "C" to the Association, the Trustees will set aside a ten (10) foot corridor along the southern boundary of the PCD Property, from the western boundary of the Sweetwater Boulevard right-of-way through the eastern boundary of the PCD Property, as further depicted on the Conceptual Development Plan. The Trustees shall construct a bike path/pedestrian access therein, before the first C.O. is issued for a building site within Tract 1. The Trustees shall construct the bike path/pedestrian access in conformance with applicable City ordinances, regulations and rules. Upon completion of the bike path/pedestrian access in compliance with the foregoing, the Trustees shall dedicate the bike path/pedestrian access to the City, which shall maintain it. The Trustees will construct a decorative fence, similar to that constructed on the Wal-Mart site located across Clyde Morris Boulevard from the Property, in between the paved bike path/pedestrian and the drainage retention area. The fence and associated landscaping shall be maintained by the Association.
- F. This Association shall maintain all common facilities except for the bike path/pedestrian accessways to be dedicated to the City. The Trustees shall

convey to the Association such interests as the City may reasonably deem necessary to ensure the Association can carry out its maintenance responsibilities.

XII. Paragraph 19 of the Development Agreement is hereby amended to read as follows (additions to existing text are underlined, deletions are interlined):

19. The ~~Trustees~~ Owner will design and build internal stormwater, wastewater, and potable water ~~and reclaimed water conveyance systems for the development of the~~ Property in accordance with the applicable provisions of the City Land ~~Development Code~~ ~~is other applicable ordinances~~. These facilities will be integrated with the systems of the City of Port Orange, and shall be constructed as needed for the development of the Property subject to the approved Master Utility Plan described in this Paragraph. The City is not responsible for building off-site potable water, reclaimed water or sewer lines to serve the project.

A. ~~The Trustees shall prepare and file with the City a Master Utility Plan for the subdivision. The Master Utility Plan shall constitute the Owners' plan for compliance with this Paragraph and provisions of the Land Development Code not superseded by this Paragraph. The Master Utility Plan may provide for phasing of utility improvements depicted therein in conjunction with the site development plan approval process; provided, however:~~

1. ~~After the installation of all utility improvements included within a~~

phase, as-builts shall be provided showing the location of all such improvements;

2. Prior to the final site development plan approval for the area covered by such phase, all additional easements required to provide for the maintenance of such improvements and not previously provided shall be conveyed and recorded;

3. Where implementation of a phase requires construction of utilities across vacant lots within the PCD, any vegetation removed during construction shall be restored upon completion of construction rather than postponing restoration until site development; and

4. The potable water loop described in Paragraph 15 and depicted on Exhibit "E-J" shall be completed and must be approved by the City before a certificate of occupancy is issued for any building site that includes any of Lots 4 through 14 on Tract L.

B. The City shall review the Master Utility Plan for compliance with the requirements of this Development Agreement and to the extent not superseded by this Development Agreement, all applicable City ordinances, resolutions and regulations. The City may reject the Plan if it fails to comply with the requirements of this Development Agreement.

C. Upon the City's acceptance of utility improvements which have been installed, all such lines which are required to be transferred to the City

shall be dedicated or conveyed to the City together with all easements
necessary for the City to maintain and operate such lines.

XIII. Paragraph 20 of the Development Agreement is hereby be deleting the existing text and replacing it with the following:

20. AMENDMENTS.

- A. Any Amendments to this Development Agreement shall not be effective unless in writing and signed by the respective parties. The owners of all property subject to an amendment shall be authorized to execute an amendment on behalf of the Owners; provided, however, that if the amendment involves more than one (1) lot and the Association is still in existence, the Association must also execute such amendment for it to be effective.
- B. Before amending this Development Agreement, as amended and restated by this Second Amendment, the City shall conduct at least two (2) public hearings. At the City's option, one (1) of these public hearings may be held by the City's Planning Commission.
 - 1. Notice of intent to consider an amendment shall be published by the City, at the cost of the party requesting the amendment, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. Notice of intent to consider an amendment shall also be mailed by

the City, at the cost of the party requesting the amendment, to all affected property owners at least thirty (30) days before the first public hearing.

3. The day, time, and place at which the second public hearing will be held shall be announced at the first public hearing.
4. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - (a) Changes in permitted, conditional, and/or prohibited uses proposed;
 - (b) Changes in population densities proposed; and
 - (c) Changes in building intensities and/or height proposed.

The notices shall also specify a place where a copy of the proposed amendment can be obtained.

XIV. Paragraph 21 of the Development Agreement is hereby amended to read as follows:

21. In the event the ~~Owners, either collectively or individually, are~~ Owner is aggrieved by any decision of the ~~City Administrative Official~~ any City official interpreting the terms of this ~~Development~~ Agreement, the Owner(s) may appeal the decision to the ~~Planning Commission~~ appeals of the ~~Planning Commission's~~

~~decision on appeal may be made directly to the City Council. The appeal to the Planning Commission shall be made by filing a written request with the Administrative Official for placement on the next Planning Commission agenda. The Administrative Official shall place the appeal on the next Planning Commission agenda after the appeal is received. The appeal to the City Council shall be filed by the Owner(s) filing a written request with the City Manager for placement on the next City Council agenda. Upon an appeal by the Owner, the City Manager shall place the appeal on the next City Council agenda established by the City Manager's his office after the appeal is received.~~

XV. Exhibit "E" of the Development Agreement, indicating the location of tracts and conceptual plan is hereby superseded by Exhibit "E-1", attached hereto and by reference made a part hereof.

XVI. Exhibit "F" of the Development Agreement is hereby superseded by Exhibit "F-1", attached hereto and by reference made a part hereof.

XVII. Exhibit "G" of the Development Agreement is hereby superseded by Exhibit "G-1", attached hereto and by reference made a part hereof.

XVIII. All other terms and conditions of the Development Agreement shall remain in effect.

XIX. Nothing contained in the Development Agreement, as amended by this Second Amendment, 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 the Development Agreement, as amended by this Second Amendment, 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.

XX. Upon full execution the City shall record this Second Amendment in the Public Records of Volusia County, Florida, at the Trustees' expense.

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

WITNESSES:

William A. Warren
Printed Name: William A. Warren

Kimberly A. LeVan-Hare
Printed Name: Kimberly A. LeVan-Hare

William A. Warren
Printed Name: William A. Warren

Kimberly A. LeVan-Hare
Printed Name: Kimberly A. LeVan-Hare

CITY OF PORT ORANGE, a Florida
municipal corporation

By: Allen Green
Allen Green, Mayor

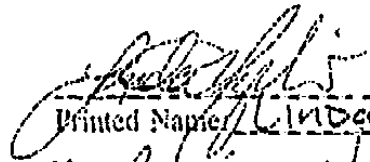

Attest: Shirley M. Kelly
Kenneth W. Pritchett, City Manager
SHIRLEY M. KELLY, Deputy City Clerk


Date: 5-26-99

WITNESSES:

1650 DUNLAWTON AVENUE, L.C., a
Florida limited liability company.

By: 1650 Dunlawton Avenue, Inc., a Florida
corporation, managing member


Printed Name: Linda Flyskiw

Printed Name: M. MEADOWS-WAGONER

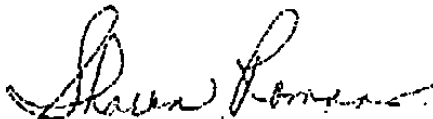
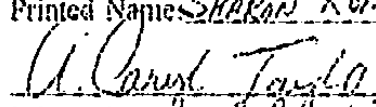
By: 
Printed Name: Mark S. Scott

Date: 5/6/99

(corporate seal)

WITNESSES:

TRUSTEES OF THE CHAPMAN S.
ROOT 1982 LIVING TRUST ("ROOT")


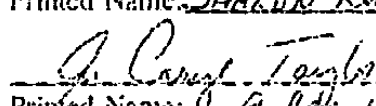

Printed Name: SHARON ROMANO

Printed Name: A. Carol Taylor


By: 
Title: Trustee

Date: 5/11/99

WITNESSES:

PINES PROPERTY OWNERS
ASSOCIATION, INC., a Florida non-
profit corporation


Printed Name: SHARON ROMANO

Printed Name: A. Carol Taylor

By: 
Title: V.P.

Date: 5-11-99

(corporate seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 26th day of May, 1999, by Allen Green and Barley W. Kelly, as Mayor and City Manager, respectively, of the City of Port Orange, a Florida municipal corporation, on behalf of the city. They are personally known to me.

Linda B. Sheridan
Notary Public, State of Florida
at Large
Commission No. _____



Linda B. Sheridan
My Commission # CC 604881 expires
March 4, 2002
NOTARY PUBLIC STATE OF FLORIDA

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6th day of MAY, 1999, by MARK S. Scott, VP of 1650 Dunlawton, Inc., a Florida corporation and managing member of 1650 Dunlawton, L.C., a Florida limited liability company, on behalf of the corporation and limited liability company. He is personally known to me or has produced N/A as identification.

Michelle Beaubien Wagoner
Notary Public, State of FLORIDA
at Large
Commission No: _____



STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 12th day of May, 1999, by William J. Vega, as duly authorized Delegate for Susan S. Root, Chapman J. Root, II. and Susan K. Graham, Trustees of the Chapman S. Root 1982 Living Trust, on behalf of the Trustees. He is personally known to me ~~or has produced~~ as identification.



Sharon H. Romano
MY COMMISSION # 00577311 EXPIRES
October 20, 2000
SHARON H. ROMANO, Notary Public, State of Florida

Sharon H. Romano
Notary Public, State of Florida
at Large
Commission No: _____

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 11th day of May, 1999, by PHILIP MARNEY, President of Pines Property Owners Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me ~~or has produced~~ as identification.



Sharon H. Romano
MY COMMISSION # 00577311 EXPIRES
October 20, 2000
SHARON H. ROMANO, Notary Public, State of Florida

Sharon H. Romano
Notary Public, State of Florida
at Large
Commission No: _____

EXHIBIT "F-1"

Permitted Uses allowed on the Property shall be as follows:

Amusement Center
Automobile Service Station
Bowling Alley
Business Services
Child Care Center
Financial Service
Government Buildings and Offices
Health/Exercise Clubs
Laundry and Dry Cleaning Retail Service
Medical Office/Clinic
Office
Office Supplies
Personal Services
Restaurant (Types A and B)*
Retail Sales and Service (including but not limited to appliance and furniture)
Veterinary Clinic

* No drive-thru shall front Clyde Morris Boulevard or Dunlawton Avenue.

EXHIBIT "G-1"

DIMENSIONAL REQUIREMENTS

Tract 1- Maximum number of lots: 37
Tract 2- Maximum number of lots: 2
Tract 3- Maximum number of lots: 1

Minimum Buildable Lot Area:	22,500 Sq. Ft.
Minimum Buildable Lot Width:	150 Feet
Maximum Building Coverage:	35% (individual site) 25% (overall)
Minimum Landscaped Area:	30% (overall) 25% (individual site)
Minimum Building Setbacks	
From Clyde Morris Boulevard	20 Feet
From Dunlawton Boulevard	50 Feet
From all other External Property Lines:	50 Feet

In addition, for Tracts 1 and 2:

Buildings fronted by parking areas with double loaded bays shall be located within five (5) feet of the front yard setback established by the first such building constructed on the relevant Tract (site) with double loaded bays.

Buildings fronted by parking areas with more than double loaded bays shall be located be within five (5) feet of the front yard setback established by the first such building constructed on the relevant Tract (site) with more than double loaded bays.

Minimum Building Setbacks From Internal Property Lines:	20 Feet between adjacent commercial tracts
Maximum Height:	45 Feet; 25 feet within 100 feet of any residential zone

Buffers: as depicted on Exhibit "E-1". Plantings and preservation in roadside buffers shall be equivalent to or greater than "Type 1" along Clyde Morris Boulevard and "Type 2" along Dunlawton Avenue.