



Planning & Zoning Board Work Session

Agenda

July 27, 2021 @ 11:00 am

City Hall

401 S. Park Avenue

welcome

Agendas and all backup material supporting each agenda item are accessible via the city's website at cityofwinterpark.org/bpm and include virtual meeting instructions.

assistance & appeals

Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office ([407-599-3277](tel:407-599-3277)) at least 48 hours in advance of the meeting.

"If a person decides to appeal any decision made by the Board with respect to any matter considered at this hearing, a record of the proceedings is needed to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." (F.S. 286.0105).

please note

Times are projected and subject to change.

-
1. **Call to Order**
 2. **Discussion Item(s)**
 - a. Discussion of redevelopment of Winter Park Christian Church property at 740/760 Lakemont Avenue. 1 hour
 - b. Discussion of OAO Comprehensive Plan and Zoning Code Ordinances 1 hour
 3. **Adjournment**



Planning and Zoning Board

agenda item

item type	Discussion Item(s)	meeting date	July 27, 2021
prepared by	Allison McGillis	approved by	Bronce Stephenson
board approval	Completed		
strategic objective			

subject

Discussion of redevelopment of Winter Park Christian Church property at 740/760 Lakemont Avenue.

motion / recommendation

Discuss the applicable plans and policies that guide the development process and how to utilize these tools in making Land Use decisions when some areas of these codes are in conflict.

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[Lakemont Church Redevelopment Submittal Package.pdf](#)

THE ENCLAVE IN WINTER PARK

DEVELOPMENT SUMMARY

The Winter Park Christian Church (Disciples of Christ) was conceived in the late 1950's and is one of Winter Park's best examples of a uniquely-unsuspecting property. Located at 740 & 760 N. Lakemont Ave, this property is in close proximity to Lakemont Elementary School, The Lakemont YMCA and Phelps Park. With over six acres of land, The Winter Park Christian Church currently accommodates a school facility, 200 seat sanctuary, fellowship hall and meeting space (also the local voting center for its precinct) in three buildings totaling almost 13, 000 square feet.

At present, the church and its accessory structures have fallen into disrepair and are outdated for today's needs. To avoid closing the church due to insufficient funds necessary to improve the property, ACi Architects (headed by Larry Adams) was tasked with planning a full redevelopment of the site that would include the construction of a new Church (to be located on Lakemont Ave) and a new residential sub-division to be tucked behind on the remaining 5+ acres. The proposed re-development plan before you is the result of two equally necessary components of a thriving community... Worship, counseling and fellowship resource and creative community residences.

Our proposal suggests a new single story, 150 seat, 6,500 sqft "traditional style" Church facility located directly on Lakemont Ave featuring a centralized park with mature oak and magnolia tree canopy, parking for 38 vehicles and a circular drop-off drive to accommodate all who visit. Additionally, in order to fund the new Church facility, Creative Neighbors, LLC will develop a new residential community offering 12 unit "Dual-Villa" townhomes and 14 single family lots encompassing *The Enclave in Winter Park*.

The twelve townhome villas are designed with only two units per building allowing for generous "recess and projections" and adequate "solids & voids", paramount when creating unique residences. Each townhome shall have a personalized elevation with one distinguishable entry per structure (giving the appearance of a single family residence. The Villas will offer 2800 sqft (conditioned) space, 4 bedrooms, optional

elevator, 150 sqft open-landscaped courtyard, 2-car garage with two additional off-street parking spaces and open porches.

The fourteen single family lots range in size from 7658 sqft to over 8,000 sqft and will be designed individually by each buyer and constructed by one of three selected local contractors. Design variety is our top priority and will be overseen by the association/developer.

The Enclave in Winter Park will feature a 1/3 acre “*Center Park*” that will feature mature tree canopy and a starting point for the ½ mile fitness pathway along the perimeter of the property. We have carefully designed the development to protect over 90% of existing trees and will work to prune, protect and encourage continued growth of the enormous Oak trees throughout our new community.

We look forward to presenting our new project...The Enclave in Winter Park.

Thank you,

Creative Neighbors, LLC





EXAMPLES OF PROPOSED SINGLE FAMILY HOMES

This Document Prepared by and

Return to:

Peter R. McGrath, Esq.

Peter R. McGrath, P.A.

801 North Magnolia Ave.

Suite 317

Orlando, FL 32803

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE ENCLAVE IN WINTER PARK

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE ENCLAVE IN WINTER PARK (hereinafter the "Declaration") is made as of the ____ day of July, 2021, by CREATIVE NEIGHBORS, LLC, a Florida limited liability company, its successors and assigns (hereinafter the "Declarant"), and is joined in by THE ENCLAVE IN WINTER PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, Declarant desires to develop a planned community to be known as "The Enclave in Winter Park" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property");

WHEREAS, in order to develop and maintain The Enclave in Winter Park as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I

DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PLAT" shall mean the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Property or Additional Property.

Section 2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for The Enclave in Winter Park" and each of which shall be properly adopted pursuant to the terms of The Enclave in Winter Park Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created and formed, as necessary, pursuant to Article VIII hereof.

Section 5. "ARTICLES" shall mean the Articles of Incorporation of The Enclave in Winter Park Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Florida on DATE, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 6. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with The Enclave in Winter Park Documents.

Section 7. "ASSOCIATION" shall mean and refer to THE ENCLAVE IN WINTER PARK HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of that certain residential platted subdivision known as "The Enclave in Winter Park" as provided in this Declaration.

Section 8. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following

if and to the extent located thereon, all structures, entranceways, parks, open spaces, jogging trail, sidewalks, irrigation facilities, perimeter fences and walls, if any, entry or other lighting, entrance features, buffer tracts, monument walls, monument signs, site walls, retaining walls and littoral plantings, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 8 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 9. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 10. "BYLAWS" shall mean the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 11. "COMMUNITY SYSTEMS" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, gas, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known), if any, installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant or Association and serving the Association Property and/or more than one Lot.

Section 12. "COMPLETED LOT" shall mean a Lot on which the construction of a Home or a Town Home has been completed, for which Home or Town Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to such Lot has been conveyed by Declarant. If a Completed Lot is destroyed, such Completed Lot

shall remain classified as a Completed Lot regardless of whether or not the Owner has reconstructed the Home.

Section 13. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 14. "CITY" shall mean the municipality of Winter Park, Orange County, Florida.

Section 15. "County" shall mean Orange County, Florida.

Section 15. "DECLARANT" shall mean and refer to Creative Neighbors, LLC., a Florida limited liability company, and any successor or assign thereof to which Creative Neighbors, LLC, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under The Enclave in Winter Park Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 16. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 17. "DIRECTOR" shall mean a member of the Board.

Section 18. "DRAINAGE SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed and constructed or installed to collect and convey rain water runoff from The Enclave in Winter Park to the water management tracts within the Property, if any, and shall also mean the stormwater management system. The Drainage System is located upon and designed to serve the Property.

Section 19. "HOME" or "TOWN HOME" shall mean a residential dwelling unit constructed within The Enclave in Winter Park, which is designed and intended for use and occupancy as a residence for a single family; provided, however, that no portion of any Community System, even if installed in a Home or Town Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 8 hereof, if at all. Upon completion of construction of a Home or Town Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home or a Town Home in this Declaration and The Enclave in Winter Park Governing Documents.

Section 20. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within The Enclave in Winter Park, including, but not limited to, buildings, walkways, park, parking areas, berms, fountains,

sprinkler systems, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, sheds, play structures, tennis courts, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical features, landscaping, lawn sculptures, fences, swimming pools, covered patios, screened enclosures, street lights and signs.

Section 21. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot.

Section 22. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 23. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within The Enclave in Winter Park.

Section 24. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home, Town Home or Lot within The Enclave in Winter Park, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 25. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 26. "LEGAL FEES" shall mean reasonable fees for attorney, paralegal and legal assistant services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens.

Section 27. "LOT" shall mean and refer to any parcel of land within The Enclave in Winter Park which has been platted, upon which a Home or Town Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within The Enclave in Winter Park that is declared to be a Lot by a Supplemental Declaration and is not

subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to Article II, Section 8 hereof, if at all. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Home or Town Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and The Enclave in Winter Park Documents.

Section 28. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 29. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X, Section I herein.

Section 30. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other The Enclave in Winter Park Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving) the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association, and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other The Enclave in Winter Park Documents.

Section 31. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within The Enclave in Winter Park, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 32. "PLAT" shall mean the plat of The Enclave in Winter Park, recorded in Plat Book ___, Pages ___ through ___, of the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 33. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 34. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any (provided Declarant is the owner thereof) to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this

Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 35. "THE ENCLAVE AT WINTER PARK" shall mean that planned development located in the County which encompasses the Property, and is presently intended to consist of Homes, Town Homes, and Association Property. The Enclave in Winter Park will initially consist of the Property and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 36. "THE ENCLAVE IN WINTER PARK DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), duly adopted architectural and/or planning criteria, all as may be further amended and/or supplemented from time to time.

Section 37. "TOWN HOME" shall refer to a Lot where a residence is located which has a single shared party wall with another Town Home residence located on an adjacent Lot;

Section 38. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined herein) shall assume control of the Association and elect the Board.

Section 39. "WATER MANAGEMENT DISTRICT" shall mean the St. Johns River Water Management District.

Section 40. "WATER MANAGEMENT DISTRICT PERMIT" shall mean that certain permit issued by the Water Management District under Permit No. _____, as same may be amended, modified or supplemented from time to time.

ARTICLE II DESCRIPTION OF THE ENCLAVE IN WINTER PARK

Section 1. GENERAL PLAN OF DEVELOPMENT. The Enclave in Winter Park comprises the Property encompassing, or which will encompass, Homes, Town Homes, and the Association Property as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. It is presently anticipated that The Enclave in Winter Park will contain single-family Homes, single family Town Homes, and the Association Property described herein. Notwithstanding the foregoing, however, Declarant reserves the right to modify its plan of

development of The Enclave in Winter Park (including, without limitation, the right to modify the site plan of The Enclave in Winter Park and the right to change the Home and Town Home product types and the number of Homes and Town Homes to be constructed within The Enclave in Winter Park) and/or the right to add land to The Enclave in Winter Park or to withdraw land from The Enclave in Winter Park in its sole and absolute discretion. Therefore, in the event Declarant modifies its plan of development of The Enclave in Winter Park, adds land to The Enclave in Winter Park and/or withdraws land from The Enclave in Winter Park, the number of Lots, the layout of Lots and/or the size of Lots within The Enclave in Winter Park may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes and Town Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of The Enclave in Winter Park may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to The Enclave in Winter Park, as well as any changes thereto.

Additional Property will become a part of The Enclave in Winter Park if, and only if, Declarant in its sole discretion adds Additional Property to The Enclave in Winter Park by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation the recreational facilities and amenities, if any), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of The Enclave in Winter Park, the right to add or subtract recreational facilities and amenities, and the right to change the Home and Town Home product types and number of Homes and Town Homes to be constructed within The Enclave in Winter Park) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct The Enclave in Winter Park according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of: (a) the property indicated on the Plat and Additional Plat(s), if any, as Association Property or as property reserved for or dedicated to the Association, and (b) any other property designated as Association Property in this Declaration or any Supplemental Declaration. The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with The Enclave in Winter Park Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants. The portions of The Enclave in Winter Park described in this Section 2 shall constitute Association Property and shall be used solely in accordance with the covenants, restrictions,

reservations, regulations and burdens imposed upon the Association Property including, without limitation, the following:

A. Open Space/Landscape/Passive Recreation Areas. The "Open Space/Landscape/Passive Recreation Areas" are those portions of The Enclave in Winter Park shown on the Plat as Tracts ____, ____ and ____, and which are reserved for or dedicated to the Association, shall be Association Property and are to be used, kept and maintained as such by the Association and the Owners within The Enclave in Winter Park, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. Such Open Space/Landscape/Passive Recreation Areas are owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in, or in any way encroach upon, such Open Space/Landscape/Passive Recreation Areas.

B. Retention Pond. Declarant has granted the City a drainage easement over Tract ____ as shown on the Plat (the "Retention Pond"). The "Retention Pond" is reserved for or dedicated to the Association, and which shall be Association Property and is to be used, kept and maintained as such by the Association and the Owners within The Enclave in Winter Park, in accordance with the provisions of this Declaration. Such Retention Pond is or shall be owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Retention Pond. Declarant has granted the City a drainage easement over Tract ____ as shown on the Plat.

C. Buffers. The "Buffers" are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain roads. The Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of The Enclave in Winter Park and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, jogging trails, berms, landscaping, fences, sod, signs, walkways, walls and light poles.

D. Irrigation System(s). The Association shall be responsible for all costs associated with the irrigation system(s) serving the Association Property within The Enclave in Winter Park as described in Article VI, Section 7 hereof.

E. Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and

the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Association Property. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and the Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

Section 3. STREET LIGHTS. The "Street Lights" and any associated facilities placed within the Property and any street lights and associated facilities placed within public rights of way by agreement between Declarant or the Association and any utility company, are or shall be installed by the utility company, and will be repaired, replaced, relocated and maintained by the Association.

Section 4. ROADS AND DRAINAGE SYSTEM. The Roads and Drainage System and any associated facilities, including entryway security gate systems, if any, shall constitute Association Property which is to be repaired, replaced, relocated, maintained and owned by the Association. The cost and expenses related to the roads and Drainage System and related facilities shall be borne by the Owners through the levy of assessments as provided herein.

Section 5. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 6. PRIVATE USE. For the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Association Property for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in The Enclave in Winter Park and/or in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in The Enclave in Winter Park Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of The Enclave in Winter Park and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in The Enclave in Winter Park Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association as the same may be amended from time to time.

Section 7. MODELS. Declarant hereby reserves the right, but not the obligation, to construct and/or operate "models" in The Enclave in Winter Park that contains model residences for The Enclave in Winter Park. The "models" may also contain parking, landscaping and fencing as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs one or more "models" in The Enclave in Winter Park, such "model" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in The Enclave in Winter Park, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate "models"; (ii) Declarant and/or any of Declarant's affiliates have an easement over The Enclave in Winter Park for ingress and egress to and from such "models" and to use and show such models to prospective purchasers in The Enclave in Winter Park or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "models" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around The Enclave in Winter Park or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities which interfere with the quiet enjoyment of The Enclave in Winter Park by the other Owners, are detrimental to the value of the Homes within The Enclave in Winter Park, and interfere with Declarant's and/or its affiliates' ability to conduct business.

Section 8. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems, if any, located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 8, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Association Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Association Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 8: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Association Property within The Enclave in Winter Park to an applicable Community System, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have

consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

ARTICLE III

ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, if required the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require

Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several uses in common of the owners of all Lots that may, from time to time, constitute part of the Property. Declarant will convey to the Association on or prior to the Turnover Date the fee simple title to the Association Property.

The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" and "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portions thereof, and the personal property and Improvements appurtenant thereto being conveyed.

IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE ASSOCIATION PROPERTY AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping that meets or exceeds the requirements of the County and/or City and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. The Association shall have no claim whatsoever against Declarant and hereby releases any and all claims against

Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefore so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the City and/or County.

The Association shall accept the conveyance of the Association Property (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the City and/or County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded. The Association and the Owners in The Enclave in Winter Park shall receive no discount in property taxes or any other tax or fee because of the retention or private ownership of the Association Property.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property, or any other property required to be maintained by the Association.

ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners; their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Association Property and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Association Property and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Association Property. Notwithstanding the foregoing, such two thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Association Property.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Association Property in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right, however not the duty, of the Association to replace dead or destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

K. The right, however not the duty, of the Association by action of the Board to seek the dedication of private streets upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street. The Owner of said Lot(s) shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot(s) in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

M. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

N. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as any Lot, with or without the Owner's permission, even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of The Enclave in Winter Park and Homes therein).

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for

vehicular traffic over all streets within or upon the Property dedicated to the public use (as well as alcoves, cul-de-sacs, and other paved areas abutting or serving the same). There is hereby created, granted and reserved for the benefit of the City and/or County and other public service and emergency service providers, a non-exclusive easement over, under and through the private roads and alleys, if any, for vehicular and pedestrian ingress and egress access for the purpose of providing public and emergency services to the Association Property and Lots, including but not limited to, postal, fire protection, police protection, emergency medical transportation, code enforcement, garbage, utilities and other public and emergency services.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use (as well as alcoves, cul-de-sacs, and other private, paved areas, if any, abutting or serving the same), (ii) any private roads and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. **UTILITY AND SERVICES EASEMENTS.** All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. **EASEMENT FOR ENCROACHMENT AND SIDEWALKS.** All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or Town Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees. Declarant grants easements of encroachment, and for

maintenance and use of any permitted encroachment, between each Lot and any adjacent Association Property and between adjacent Lots. Such easement shall permit encroachments between Lots only by a structure or fixture (i) which has been built by Declarant or approved in accordance with Article VIII of this Declaration, or (ii) which is unintentionally constructed on another's property. An encroachment easement between Lots shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the person claiming the benefit of such easement. All Lots shall be subject to an easement for any sidewalks placed upon such Lots by Declarant, if any.

C. EASEMENT TO ENTER UPON LOTS. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of maintenance and/or repair in accordance with The Enclave in Winter Park Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property, as required herein.

D. EASEMENT OVER ASSOCIATION PROPERTY. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

- (1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Article X, Section 1 herein;
- (2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and
- (3) all provisions set forth in The Enclave in Winter Park Documents.

F. DRAINAGE EASEMENT. An easement over, under and upon all of the Property for the Drainage System and access to install, operate, maintain, alter, inspect, remove, relocate, repair and/or replace the Drainage System. By this easement, the City and/or County and the Association shall have the right to enter upon any portion of a Lot which is part of the Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain and repair the Drainage System as required by the Water Management District or the County. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any drainage easement.

G. DRAINAGE SYSTEM ENCROACHMENT EASEMENT. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat and Additional Plat(s), if any, in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or

sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement. In the event the Association requires access to any Drainage System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

H. IRRIGATION EASEMENT. An easement for irrigation over, under and upon the Association Property, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System, including, without limitation, irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any part thereof (including, without limitation, any portions located upon such Owner's Lot) the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner.

I. BUFFER EASEMENTS. An easement or easements in favor of the Association for landscape, buffer, drainage, and utility purposes.

J. NON-EXCLUSIVE UTILITY EASEMENT FOR LIFT STATION. A non-exclusive utility easement in favor of the City and/or County for ingress, egress, and access to and from the lift station tract described on the Plat as Tract ____ is dedicated to the City for the installation, repair, maintenance and service of equipment, lines, and other structures necessary to supply sanitary sewer services to and from The Enclave in Winter Park.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Association Property and the Lots for the installation, operation, maintenance, repair, replacement, alteration, and expansion of Community Systems, if any.

Section 8. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to the City, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant

and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration. Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP. The Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. CLASSES OF MEMBERSHIP. The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners of a Lot with the exception of the Declarant, and each shall be entitled to one (1) vote for each Lot owned;

Class B: The Class B Member shall be the Declarant who shall be entitled to three (3) votes for each Lot which the Declarant owns. The Class B membership shall cease upon the happening of the first of the following events occurs:

- (a) when the total votes outstanding in the Class A membership exceeds the total of the votes outstanding in the Class C membership;
- (b) ten years from the date of recording this Declaration; or
- (c) when Declarant, in its sole discretion, elects to transfer control to the Class A Members.

Section 3. EFFECT OF MEMBERSHIP. Each Member shall be entitled to the benefit of, and be subject to, the provisions of The Enclave in Winter Park Documents.

Section 4. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 5. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. The Association may not be dissolved. No amendments to this Section 3 may be made without the written consent of the County.

ARTICLE VI

**COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;
COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;
CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES**

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in The Enclave in Winter Park Documents; and (b) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments, Benefited Assessment and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of The Enclave in Winter Park Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in The Enclave in Winter Park Documents:

(1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property, the Community Systems, or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and director and officer liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) for the Association Property including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the Drainage System, including, without limitation, work within retention areas, drainage structures and drainage easements in the event any sums are expended by the Association notwithstanding the dedication of any such areas to the County; and (8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of a Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association

(or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to The Enclave in Winter Park Documents or the enforcement of the use and occupancy restrictions contained in The Enclave in Winter Park Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIII below.

Section 2. ESTABLISHMENT OF LIEN FOR ASSESSMENTS. Each Assessment against a Lot, together with interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. In addition, any and all Assessments levied by the Association in accordance with the provisions of The Enclave in Winter Park Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged claim of lien or statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or acceptance of a deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes, including but not limited to Chapter 720, Florida Statutes, as same are currently in effect or same as may be legislatively modified or amended hereinafter.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within thirty (30) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees,

may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

E. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 (\$25.00) to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

F. To suspend the use rights of the Owner(s) in default to the Association Property, subject to the Notice and Hearing provisions in Article X, Section 1 herein.

G. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

H. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such mounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments from any delinquent owner and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the

right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance, premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. IRRIGATION SYSTEM(S). Declarant shall have the right, but not the obligation, to install one or more irrigation systems (referred to in this Declaration as the "Irrigation Systems") for the Association Property and/or any or all of the Lots within The Enclave in Winter Park. In the event Declarant installs one or more Irrigation Systems for the Association Property and/or any or all of the Lots within The Enclave in Winter Park, the responsibility for operating, maintaining, repairing and replacing such systems shall be governed by the provisions of Section 1 .B of Article IX below. The foregoing shall in no way obligate Declarant to install the Irrigation Systems for the Association Property or within any or all of the Lots within The Enclave in Winter Park. All of costs of the Irrigation System(s) and all usage and consumption fees charged for use of water shall be part of the Operating Expenses of the Association.

ARTICLE VII METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under The Enclave in Winter Park Documents. Each Completed Lot and Incomplete Lot shall be assessed its pro rata portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20: 1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners as compared to Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes and Townhomes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in The Enclave in Winter Park Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special

Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to The Enclave in Winter Park Documents or the enforcement of the use and occupancy restrictions contained in The Enclave in Winter Park Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly or annually. Individual Lot Assessments, and the quarterly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in The Enclave in Winter Park Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except that any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Association Property (including,

without limitation, landscaping); (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Association Property; or (c) uprighting or removal of any fallen or dislodged trees as set forth in Article IV above, which shall not require such affirmative assent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in any deficit funding or subsidizing of the Budget as set forth in Section 6 of this Article VII below.

Section 4. BENEFITED ASSESSMENTS. The Association may levy Benefited Assessments against one or more particular Lots as follows:

A. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

B. to cover costs incurred in bringing a Lot into compliance with The Enclave in Winter Park Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs; and

C. to cover the costs and expenses charged to the Association under the Community Systems agreements, if any, shall be apportioned equally, but only amongst those Homes and Town Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement.

Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally personally liable for their own Individual Lot Assessments, any Benefited Assessment against their Lot, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessment, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the

Association and Declarant in the same manner as all other Assessments hereunder as provided in The Enclave in Winter Park Documents.

Section 6. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES AND LOANS. Each Owner acknowledges and agrees that because Individual Lot Assessments, Benefited Assessments and Special Assessments are allocated based on the formula set forth in Article VII, Section 1 above, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments and Benefited Assessments for the Lots owned by Declarant in the same manner as other Owners and at the 20:1 ratio described above, (ii) subsidize the Budget of the Association as provided below by making voluntary contributions or loans in amounts determined by Declarant in Declarant's sole discretion, and/or (iii) to be excused from payment of its share of Assessments related to its Lots if Declarant elects to deficit fund the amount of Individual Lot Assessments and Benefited Assessments as provided in Section 7 of this Article VII below. During the period of time that Declarant is offering Homes and Town Homes for sale in The Enclave in Winter Park and/or based on the number of Homes and Town Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by either (i) subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant, or (ii) lending money to the Association in amounts determined by Declarant. The amount of any such voluntary contributions or loan may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, to lend money to the Association, the amount of any such voluntary contribution or loan, the discontinuance and/or recommencement of any such voluntary contributions or loan shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions or loan. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget or loans and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 7. DECLARANT'S OPTION TO FUND BUDGET DEFICITS. To the extent permitted by Florida law, until the Turnover Date, Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, and excluding Special Assessments arising as a result of any unusual loss or liability. Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Turnover Date, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner. Declarant's obligation to deficit fund is not a guarantee of the Assessments as contemplated by Florida Statutes Section 720.308, as same may be amended or modified from time to time.

Section 8. WORKING FUND CONTRIBUTION. Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Declarant) shall pay to the Association a Working Fund Contribution at the time legal title is conveyed to such Owner by the previous Owner. The Working Fund Contribution shall be One Thousand and 00/100 Dollars (\$1,000.00) for each Lot and each subsequent conveyance of the Lot. The amount of the Working Fund Contribution is subject to change in the Board's sole discretion. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time, at its sole discretion, advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 8 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses and fund any deficit between yearly Operating Expenses and income collected from Assessments. Declarant may, in its sole discretion, move the Working Fund Contributions into a reserve account at the time of the Turnover Date.

Section 9. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Home.

ARTICLE VIII ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members who may also serve as Directors on the Board. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes and Town Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, whatsoever, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwave reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 below.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue and amend from time to time rules, criteria or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the City and/or County, and notwithstanding anything to the contrary in The Enclave in Winter Park Documents, diversity of architectural elevation and exterior color scheme for Homes in The Enclave in Winter Park shall be that no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme). The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No Owner shall be permitted to install any fence (or landscaping) within any drainage easement whatsoever (Refer to Article X, Section 17 for additional restrictions regarding fences).

E. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with The Enclave in Winter Park, Declarant declares that the style and form of The Enclave in Winter Park, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the of new guidelines and standards.

A. SETBACK LINES. All Homes shall be erected and maintained in compliance with the applicable setback requirements of the city and/or County and any governmental entity having jurisdiction. Setback lines will be: front setback = 20'; rear setback = 20'; side setback = 7.5'; corner setback = 20'; front load garage (front) = 25'; porch/courtyard garage (front) = 15'; pool (side and rear) = 5'.

B. BUILDING TYPE. No Homes shall be erected on any Lot having less than one thousand eight hundred (1,800) square feet of air-conditioned living space, exclusive of open porches, garages and appurtenant structures. No building shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling (the term "dwelling" meaning the main residential structure) not exceeding forty feet (40') in height, measured from the curb, together with a private attached garage. The minimum acceptable garage shall be a double car garage of suitable size to house two (2) standard automobiles.

C. ROOFS. The roofs of the main body of all buildings and other structures, including the Home, shall be pitched. Flat roofs are prohibited. The pitch of all roofs shall be not less than six inches (6") in twelve inches (12") (6/12 vertical/horizontal). All roofs shall be constructed of tile or other material approved by the Committee. All roof colors must be approved by the Committee in its sole discretion.

D. LANDSCAPING REQUIREMENTS. Each Lot shall be landscaped in accordance with a landscape plan approved by Declarant or the Committee. Each Lot must be sodded in its entirety exclusive of the building site and landscaped areas. The Owner shall submit a landscape budget. Such budget shall be for the initial plant materials, trees and installation, exclusive of the cost of sod and the required underground irrigation system

unless the Committee in consideration of the preservation and utilization of certain existing trees or plant life shall approve a budget of a lesser amount. The landscape plan shall reflect a minimum budget of no less than Ten Thousand Dollars (\$10,000.00). The landscape plan shall also include two (2) oak trees of a minimum 4-inch caliper diameter, which trees shall be located near the roadway adjacent to the Lot. All sod on Lots must be of a St. Augustine variety. All landscaping approved by the Committee shall be installed within thirty (30) days after the completion of construction of the Home on the Lot as evidenced by the issuance of a certificate of occupancy for such Home. Owners must sod and maintain that portion of the Property lying between the Owner's Lot and the curb of the existing pavement for the abutting road.

E. FRONT FACADES. The same front facade for the Homes may not be repeated more than five (5) times within the Property and shall be separated by at least two (2) Homes with different facades. Home front facades shall be varied and articulated to provide visual interest to pedestrians along the street frontage. The front facade of the main body of the Home shall not exceed 40 feet in length, except for wings or "L"s which are setback from the facade. In no case shall more than 50% of the front facade of a Home consist of an unobstructed block wall or garage door.

F. FRONT PORCHES. At least 50% of all Homes 75' in width or less shall have a front porch. A front porch shall be a minimum of 7 feet in depth, 8 feet in width and cover a minimum 10 feet in width or one-third of the front facade, whichever is greater.

Section 4. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in the amount of ten percent (10%) of the estimated costs for such Improvements to cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest-bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee, and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Association Property to the satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal

Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance, if any, of the security deposit held by the Association.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

The Association shall not be liable or responsible to anyone for any damages, losses or expenses resulting from the Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association.

In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, the Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and the Association shall not become liable in any way for such refusal. The Association shall have the right, at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into the registry of any court of competent jurisdiction for payment to the appropriate party, whereupon the Association's obligations hereunder shall terminate, and the Association shall be automatically released of any and all obligations.

Section 5. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 10 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 6. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 7. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 8. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting

party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 9. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

Section 10. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B of this Article VIII above; (ii) the type of fencing permitted by Section 2.D of this Article VIII above; and/or (iii) the displaying of any signs for the sale or renting of the Home as prohibited in Article X, Section 12 below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 11. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in its entirety.

ARTICLE IX MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Association Property as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Association Property). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System(s) serving the Association Property. The Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Association, the right to enter upon the Association Property for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Association Property. Each Owner shall be responsible for any damage caused to said Irrigation System(s) caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

C. The Association shall operate, maintain and repair the Drainage System constructed over, through and upon the Property. There is hereby reserved in favor of the Association the right to enter upon the Association Property and the Lots for the purpose of operating, maintaining, repairing, and replacing the Drainage System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Drainage System as may be necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Drainage System in accordance with this Declaration and/or the Water Management District Permit, then the Water Management District shall have the right to commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Drainage System in accordance with this Declaration and/or the Water Management District Permit. The Water Management District Permit, together with any action(s) taken by the Water Management District with respect to the Water Management District Permit, shall be maintained by the Association. It is prohibited to alter the grade of or original drainage plan for any parcel, Lot or tract, or change in the direction of, obstruct, or retard the flow of surface water drainage, or alter or remove of any berm, pipe, ditch, weir, manhole, swale, and stormwater collection, storage and conveyance system unless expressly authorized by the County. This provision shall be considered a restrictive covenant in favor of and enforceable by the County and in the event of a violation of this provision, the County shall have the

right to obtain injunctive relief, seek damages, and assess fines and liens in the amount of the cost to remedy the prohibited action (including administrative costs and attorneys' fees and costs) against the violating person or entity and any property owned by such violating person or entity; provided however, such right shall not limit the County's other available enforcement actions permitted by law or equity.

D. The Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

E. Neither the Association nor any Owner shall alter the slopes, contours, or cross-sections of the retention areas or littoral zones, or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones or drainage easements except upon the written approval from Declarant, the Water Management District, and any other applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations, including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the littoral zones, if any.

F. After the Turnover Date, the Association, by action of its Board, may make any minor and insubstantial alteration or Improvement to the Association Property having a cost not in excess of Twenty Five Thousand Dollars (\$25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Prior to the Turnover Date, all alterations and Improvements to the Association Property shall be in Declarant's sole and absolute discretion.

G. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through F, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through F of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot in an amount equal to the expense incurred by the Association in redressing such damage and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

H. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of The Enclave in Winter Park.

Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including the landscaping, lawns, irrigation, equipment and appurtenances in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot, Home and Townhome which, if omitted, could adversely affect The Enclave in Winter Park, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements Home and Town Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the boundary line of the Lot which exclusively service or benefit the Lot Home and Town Home, and all landscaping installed on the Lot. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home and Town Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home, Town Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home and Town Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and

mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home and Town Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's and Town Home's HVAC system. Each Owner of a Home and Town Home shall be responsible for damage to such Owner's Home and Town Home and personal property as well as any injury to the Owner of a Home, Town Home and/or occupants of the Home and Town Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home and Town Home shall be responsible for the repair and remediation of all damages to the Home and Town Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home and Town Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

In addition to the above, Owners of all Homes and Town Homes shall be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes and Town Homes; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any approved fences on their Lots. Owners of Homes and Town Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

B. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

C. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

D. Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water if any, found upon such Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as

permitted by the Water Management District. Filling, excavation, construction of fences of any Lot encumbered by a drainage easement upon which a drainage swale is located shall be solely responsible for the repair and maintenance of such drainage swale. Alteration, filling, obstruction or removal of any drainage swale or drainage control facility or structure is expressly prohibited. No alteration of the drainage swale shall be authorized and any damage to the drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

E. The Owners shall be responsible for the sod, landscaping and irrigation system to the edge of the roadway.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home and Town Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other The Enclave in Winter Park Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home and Town Home which has suffered damage must apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot, Home and/or Town Home), the Association, and the Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

Section 4. PARTY WALLS.

A. **GENERAL RULES OF LAW TO APPLY.** To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence or willful acts or omissions shall apply to all Party Walls within Town Homes constructed within The Enclave in Winter Park which are built by Developer or its assignee as part of the original construction of the Town Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including without limitation, any Party Wall, shall protrude over an adjoining Town Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

B. **PAINTING.** Each Owner of a Town Home shall be responsible for painting the portion of any Party Wall which faces his/her Home.

C. **SHARING OF REPAIR, REPLACEMENT AND MAINTENANCE FOR PARTY WALLS.**

(1) **GENERALLY.** The cost of reasonable repair and maintenance of interior Party Walls (other than painting) shall be shared equally by the Owners of the Town Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. Association shall be responsible for the routine repairs and maintenance of the exterior of Party Walls, if any.

(2) **FAILURE TO CONTRIBUTE.** In the event that an Owner shall fail or refuse to pay his/her pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his/her own fault or the failure of his/her insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date of repairs or replacements are made to the Party Wall and suit thereon shall be commenced within one (1) year from the date such lien is filed. Notwithstanding the

foregoing, Association shall have the right, but not the obligation, to advance monies for repair, replacement and/or maintenance of Party Wall(s) and charge the responsible Owner(s) an Individual Assessment for such Owner's pro rata share of the costs.

(3) ALTERATIONS. The Owner of a Town Home sharing a Party Wall with an adjoining Town Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes of any nature or kind whatsoever in or to the Party Wall without the joint agreement of all of the Owners sharing the Party Wall and the written consent of the Committee.

(4) WEATHERPROOFING. Notwithstanding any other provisions of this Declaration, an Owner who by his/her negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

1.3.5 EASEMENTS. Each Owner sharing a Party Wall shall have all easements rights reasonably necessary to perform obligations contained herein over the Town Homes sharing the Party Wall.

Section 5. PARTY ROOFS.

A. GENERAL RULES OF LAW OF APPLY. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party roofs and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Roofs within The Enclave in Winter Park which are built by Developer or its assignee as part of the original construction of the Town Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Roof, shall protrude over an adjoining Town Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the protruding structure, facility or Party Roof. The foregoing shall also apply to any replacements of Party Roofs. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

B. SHARING OF REPAIR, REPLACEMENT AND MAINTENANCE FOR PARTY ROOFS.

(1) GENERALLY. The cost of reasonable repair and maintenance of Party Roofs shall be shared equally by the Owners of the Town Homes sharing such improvements without prejudice, subject however, to the right of any Owner to call for larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

(2) FAILURE TO CONTRIBUTE. In the event that an Owner fails or refuses to pay his/her pro rata share of costs to repair, maintain and/or replace his/her portion of the Party Roof (whether or not through his/her own fault or the failure

of his/her insurance company to pay any claim), then and in that event, any Owner advancing monies therefor shall have the right to file a claim of lien in the Public Records for such monies advanced and shall have the right to foreclose such lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date of repairs, replacement and/or maintenance are made to the Party Roof and the suit thereon shall be commenced one (1) year from the date such lien is filed. Notwithstanding the foregoing, Association shall have the right, but not the obligation, to advance monies for the repair, replacements and/or maintenance of Party Roof(s) and charge the responsible Owner(s) an Individual Assessment for Such Owner's pro rata share of the costs.

(3) ALTERATIONS. Subject to applicable building codes, the Owner of a Town Home sharing a Party Roof with an adjoining Town Home shall not make any alterations, additions or structural changes in the Party Roof without the written consent of the Committee.

(f) EASEMENTS. Each Owner sharing a Party Roof shall have all easements rights reasonably necessary to perform the obligations contained herein over the Town Home sharing the Party Roof.

ARTICLE X USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 23 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of The Enclave in Winter Park Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of The Enclave in Winter Park Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such

Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of The Enclave in Winter Park Documents, provided that with respect to the levying of such fines the following procedures are adhered to:

A. NOTICE. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. HEARING. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. PAYMENT. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. FINES. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein and subject to the provisions of Florida Statutes Section 720.305, as amended from time to time. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

Section 2. SINGLE-FAMILY USE. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in The Enclave in Winter Park except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS. It is the intention that Homes and Town Homes be occupied for single-family use. In the event an entity owns a Home or Town Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home or Town Home. In the event the Owners of the Home or Town Home are unrelated either through blood or marriage, they shall be permitted to occupy the Home or Town Home provided they live as a family unit similar to a husband and wife. No Home or Town Home may be used as a rooming house, short term rental, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot

(including ownership by more than three persons as joint tenants or tenants-in-common) or assigning separate use periods of less than seven (7) months' duration, are strictly prohibited.

Section 4. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of The Enclave in Winter Park nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed which is a source of annoyance to Owners or occupants of Homes and Townhomes or which interferes with the peaceful possession or proper use of the Homes and Townhomes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes Town Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway, garage located upon each Lot, and roadway directly abutting to the Lot by vehicles owned by Owners, or the Owner's family, guests, and invitees. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer of any kind or nature may be parked or stored on the Property except when fully enclosed within the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on The Enclave in Winter Park property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in The Enclave in Winter Park may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Section 6. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home or Townhome nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the

Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home, Town Home and/or Lot.

Section 7. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall have a term of no less than seven (7) months. No Owner may lease his or her Home more than one (1) time in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. No lease shall provide for an early lease termination which would reduce the lease term to a period of less than said seven (7) months, except in the event of a *bona fide* default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its Affiliates, or persons Declarant approves, in connection with their development, construction, or sale of property in The Enclave in Winter Park. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with The Enclave in Winter Park Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after the effective date of such lease.

All leases shall include an acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with The Enclave in Winter Park Documents and that the tenant has received a copy of The Enclave in Winter Park Documents. The Association may require that the lease contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of The Enclave in Winter Park Documents to the tenant prior to execution of the lease and shall monitor enforcement and compliance with The Enclave in Winter Park Documents by the tenant. In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into

by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home. In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 *et. seq.* Each lease shall set forth the name, address, and telephone number of the Lot Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Home. If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association. The Association shall be deemed a third party beneficiary of all leases of Homes, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners in the Community, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of The Enclave in Winter Park Documents resulting from the acts or omissions of his or her tenant, other occupants of the leased Home, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a

member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with The Enclave in Winter Park Documents directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of The Enclave in Winter Park Documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

Section 8. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Association or United Kennel Association for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time, whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the roads and/or sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in any drainage easements.

Section 10. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, retention area slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross-sections of the retention areas or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home or Town Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in The Enclave in Winter Park or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in The Enclave in Winter Park or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of The Enclave in Winter Park or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 11. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 11. This provision may not be amended without the prior written consent of Declarant.

Section 13. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 14. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of The Enclave in Winter Park or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked anywhere upon the Property.

Section 15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property when a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction thereof.

Section 17. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 18. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. No fencing in the front yard of any Lot of a Home, or beyond the rear side elevation of any Home, is permitted. No fencing is permitted or may be authorized or approved, under any circumstances, on any portion of a Lot improved with a Town Home. In no event may the Committee approve any request for a fence to be placed in any drainage easement within the Property. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants away from the fence. In the event the Committee approves the installation of a fence,

it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. No Owner shall be permitted to attach to any perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Association Property.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any drainage easement(s) on the Property. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

Section 19. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding

landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 18 shall not apply to Declarant.

Section 20. IMPROVEMENTS. No Improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, Street Lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home or Townhome in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 21. FLAGS. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 22. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 23. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Association and the Committee, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the Committee, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing The Enclave in Winter Park location, and shall be retracted no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"). Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 24. DECLARANT EXEMPTION. Declarant may plan to undertake the work of constructing Homes, Town Homes, and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes and Town Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes, Town Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of The Enclave in Winter Park and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI

DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests present in person or by proxy at a meeting of the members called for such purpose, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and

reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a pro rata distribution in accordance with the collection of such Special Assessments.

ARTICLE XII INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to The Enclave in Winter Park in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association, the City and/or County and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The insurance shall not include any exclusion that would deny coverage from the operation of sewer lines and shall provide thirty (30) days written notice to the County prior to cancellation or modification of any insurance referred to herein. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee of the Association, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII ***GENERAL PROVISIONS***

Section 1. CONFLICT WITH OTHER THE ENCLAVE IN WINTER PARK DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing

thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at _____ or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 1620 Pine Avenue, Winter Park, FL 32789, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit it in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed

under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside The Enclave in Winter Park, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property. Declarant, its successors and/or assigns, shall have access to the Association Property and other facilities at all times during the development and sale period and the Association shall not impede any such access, and no Owner or the Association shall do any act which may interfere with Declarant having access to the Association Property and other facilities. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be allowed to use the Association Property and other facilities for sales meetings and sales related functions and for other business purposes or functions Declarant determines in its sole discretion. Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, all drainage easements and utility easements, whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of The Enclave in Winter Park and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in The Enclave in Winter Park Documents may be assigned in writing by Declarant in whole or in

part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of The Enclave in Winter Park Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF THE ENCLAVE IN WINTER PARK ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE ENCLAVE IN WINTER PARK. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE ENCLAVE IN WINTER PARK, EACH SUCH OWNER, OCCUPANT AND USER, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE ENCLAVE IN WINTER PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO THE ENCLAVE IN WINTER PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER,

OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES (INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE), AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF THE ENCLAVE IN WINTER PARK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE ENCLAVE IN WINTER PARK.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of The Enclave in Winter Park; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

B. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special

meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

C. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

D. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under The Enclave in Winter Park Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

E. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

F. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

G. Any proposed amendment to the Declaration which would affect the surface water management system (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the Water Management District if necessary and any other governmental or quasi-governmental agency having jurisdiction over the surface water management system for a determination of whether the proposed amendment necessitates a modification of the surface water management permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated, or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 11. RIGHTS OF MORTGAGEES.

A. RIGHT TO NOTICE. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, Enclave in Winter Park Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights Of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
- (2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

- (4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under The Enclave in Winter Park Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. RIGHT OF LISTED MORTGAGEE TO RECEIVE FINANCIAL STATEMENT. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 13. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Notwithstanding the foregoing, **NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY ENTRYWAY GATE, MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANT ABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF**

ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE. THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND

ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, ENTRYWAY GATE SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 14. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The

acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 15. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 16. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 17. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

- (a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;
- (b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall not exceed any maximum allowable charge provided for in the applicable ordinances of the County); and
- (c) the continuing right to air-conditioned space within and/or on the Association Property, if any, as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any Improvements constructed on the Association Property, if any

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the

foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 18. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to The Enclave in Winter Park by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of The Overlook at Hamlin, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant's prior written consent.

Section 19. DECLARANT'S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in any of the other The Enclave in Winter Park Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

[REST OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS THEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

Creative Neighbors, LLC, a Florida limited liability company

By: _____

Printed Name: _____

Its: _____

Witness 1 Sign

Witness 1 Print Name

Witness 2 Sign Name

Witness 2 Print Name

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was personally acknowledged before me by _____, as _____ of CREATIVE NEIGHBORS, LLC, a Florida limited liability company, on behalf of the company, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is [] personally known to me, [] or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of July, 2021.

{SEAL}

NOTARY PUBLIC
My Commission Expires:

ASSOCIATION:

The Enclave in Winter Park, Inc., a Florida not-for-profit corporation.

By: _____

Printed Name: _____

Its: _____

[Corporate Seal]

Witness 1 Sign

Witness 1 Print Name

Witness 2 Sign Name

Witness 2 Print Name

STATE OF FLORIDA
COUNTY OF ORANGE

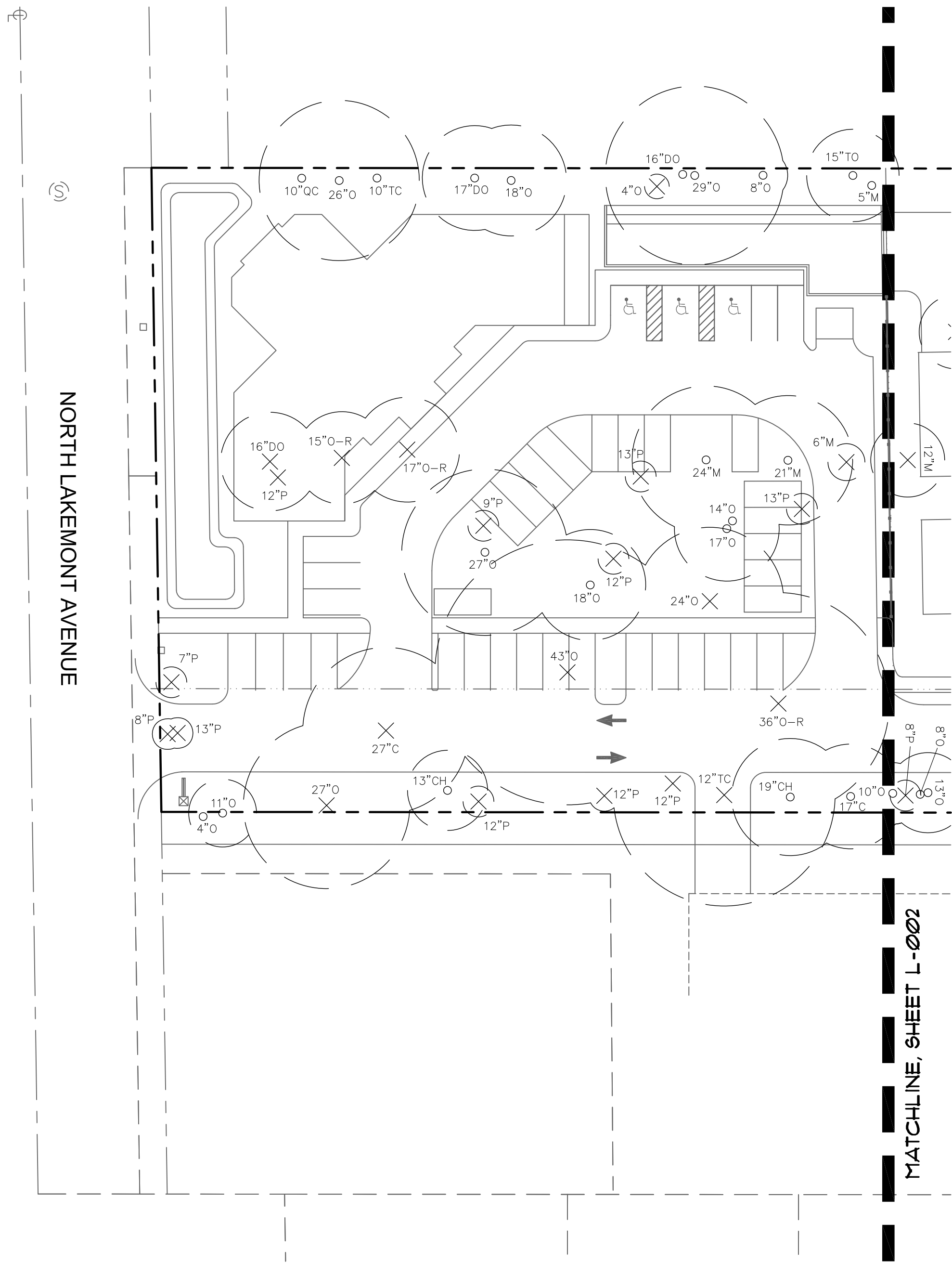
HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was personally acknowledged before me by _____, as _____ of The Enclave in Winter Park, a Florida not-for-profit corporation, on behalf of the corporation, freely and voluntarily under authority duly vested in him/her by said

corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of July, 2021.

{SEAL}

NOTARY PUBLIC
My Commission Expires:



TREE REPLACEMENT SUMMARY

Protected Tree Species	Tree Caliper (Inches)	Replacement Trees Required
OAK	36	2
OAK	15	1
OAK	17	1
OAK	30	2
OAK	24	2
OAK	12	1
OAK	19	2
OAK	10	1
CHERRY	9	1
CHERRY	10	1
GRAND TOTAL		14

NOTE: REPLACEMENT TREES WILL BE A MINIMUM OF 3" CALIPER AND WILL BE SELECTED FROM THE APPROVED TREE SPECIES LIST OF THE CITY OF WINTER PARK. SEE FINAL LANDSCAPE PLAN FOR THE PROVISION OF ALL REPLACEMENT TREES.

LEGEND

- XX"XX
O

PROTECTED OR NON-PROTECTED CALIPER AND SPECIES OF TREE TO BE SAVED
- XX"XX
X

PROTECTED CALIPER AND SPECIES OF TREE TO BE REMOVED WITH NO REPLACEMENT (SEE LEGEND NOTE 3)
- XX"XX-R
X

PROTECTED CALIPER AND SPECIES OF TREE TO BE REMOVED AND REPLACED
- P

PALM
- C

CAMPFORS
- DC

DOUBLE CAMPFORS
- TC

TRIPLE CAMPFORS
- QC

QUADRUPLE CAMPFORS
- CH

CHERRY
- M

MAGNOLIA
- DE

DRAKE ELM
- O

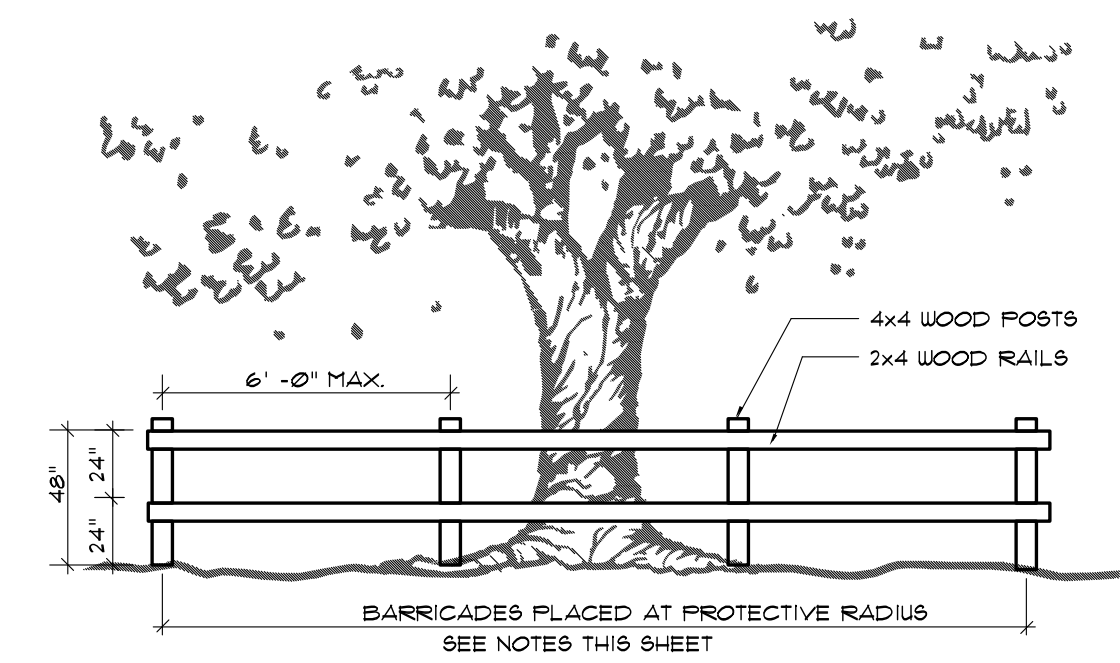
OAK
- DO

DOUBLE OAK
- TO

TRIPLE OAK

LEGEND NOTES

1. PER CITY CODE, PALM AND CAMPFORS TREES ARE NOT PROTECTED REGARDLESS OF THEIR SIZE. THUS, ALL PALMS AND CAMPFORS DESIGNATED FOR REMOVAL WILL NOT BE REQUIRED TO BE REPLACED.
2. PER CITY CODE, PROTECTED TREES ARE NON-EXEMPT TREES MEASURING 9" DBH CALIPER OR GREATER. THUS, ANY TREE LESS THAN 9" CALIPER DESIGNATED FOR REMOVAL IS A NON-PROTECTED TREE AND WILL NOT BE REPLACED.
3. ANY PROTECTED TREE DESIGNATED FOR REMOVAL BUT NOT REPLACEMENT IS BEING REMOVED EITHER DUE TO STRUCTURAL DAMAGE OR DISEASE, WHICH BY CODE DOES NOT REQUIRE REPLACEMENT.
4. SEE "TREE REPLACEMENT SUMMARY" CHART ON THIS SHEET FOR A LIST OF ALL PROTECTED TREES DESIGNATED FOR REMOVAL AND THE REPLACEMENT TREES THAT WILL BE PLANTED PER CITY CODE REQUIREMENT.
5. THE CITY WILL BE INFORMED PRIOR TO ANY PROTECTED TREE DESIGNATED FOR PRESERVATION ON THIS PLAN THAT, DUE TO UNFORESEEN SITE CIRCUMSTANCES, NEEDS TO BE REMOVED. EITHER ADDITIONAL REPLACEMENT TREES WILL BE ADDED OR THE OWNER WILL PAY A DESIGNATED AMOUNT INTO THE TREE REPLACEMENT TRUST FUND.

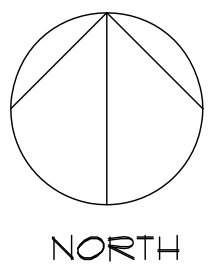
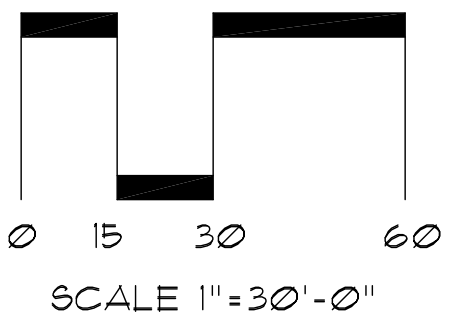


TREE PROTECTION NOTES

1. PROTECT DESIGNATED EXISTING TREES SCHEDULED TO REMAIN AGAINST:
 - UNNECESSARY CUTTING, BREAKING OR SKINNING OF ROOTS
 - SKINNING AND BRUISING OF BARK
 - SMOTHERING OF TREES BY STOCKPILING CONSTRUCTION OR EXCAVATION MATERIALS WITHIN DRIP-LINE
 - EXCESS FOOT OR VEHICULAR TRAFFIC
 - PARKING VEHICLES WITHIN DRIP-LINE
2. ERECT TEMPORARY WOODEN BARRICADES AS SHOWN ON THIS SHEET (PLAN & DETAIL) BEFORE COMMENCEMENT OF ANY SITE CLEARING OR GRADING. FENCE TO BE 4' HIGH MINIMUM WITH 4 X 4 POSTS AND 2 X 4 RAILS AT 2' AND 4' ABOVE GRADE AND SHALL BE SET DEEP ENOUGH IN THE GROUND TO BE STABLE WITHOUT ADDITIONAL SUPPORT. ALL FENCING SHALL BE PLACED DIRECTLY BELOW OR OUTSIDE OF THE DRIFLINE OF THE TREE CANOPY AND SHALL FULLY ENCLOSE ALL TREES SCHEDULED TO REMAIN. NOTHING SHALL BE PLACED INSIDE OF PROTECTIVE BARRICADES INCLUDING BUT NOT LIMITED TO CONSTRUCTION MATERIAL, MACHINERY, CHEMICALS, OR TEMPORARY SOIL DEPOSITS.
3. PROVIDE WATER TO TREES AS REQUIRED TO MAINTAIN THEIR HEALTH DURING CONSTRUCTION WORK.
4. WHEN NECESSARY TO CUT ROOT OVER 1-1/2" DIAMETER OF TREES TO REMAIN, CUT MUST BE A CLEAN CUT, COAT CUT FACES OF ROOTS WITH AN EMULSIFIED ASPHALT OR OTHER ACCEPTABLE COATING FORMULATED FOR USE ON DAMAGED PLANT TISSUE. TEMPORARILY COVER EXPOSED ROOTS WITH WET BURLAP TO PREVENT DRYING AND COVER WITH EARTH AS SOON AS POSSIBLE.
5. NO GRADE CHANGES ARE TO BE MADE WITHIN THE BARRICADES UNLESS DEPICTED ON THE APPROVED FINAL SITE PLAN.
6. INTERFERING BRANCHES MAY BE REMOVED AT THE DIRECTION OF THE OWNER OR HIS DESIGNATED REPRESENTATIVE BY A QUALIFIED TREE SURGEON. TREE PRUNING MUST BE PERFORMED BY AN ISA CERTIFIED ARBORIST. ALL PRUNING ON-SITE MUST ABIDE BY ANSI A300 STANDARDS.
7. NO TREES DEPICTED TO REMAIN ON THE APPROVED FINAL SITE PLAN SHALL BE DAMAGED DURING CONSTRUCTION. IF TREES ARE DAMAGED, REPLACEMENT MAY BE REQUIRED PENDING INSPECTION AND ANALYSIS BY CITY OF WINTER PARK ENVIRONMENTAL STAFF.
8. THE CITY OF WINTER PARK ENVIRONMENTAL PERMITTING STAFF WILL DETERMINE THE REQUIRED REPLACEMENT FOR ANY DAMAGED TREES AS NOTED IN THE ABOVE NOTES.
9. THE TREE DRIFLINE OF SURVEYED TREES IS APPROXIMATED AS A ONE FOOT RADIUS PER ONE INCH OF TREE DIAMETER.
10. EXISTING PRESERVED TREES WITH TRUNKS LOCATED 50 FEET OR MORE FROM CONSTRUCTION ACTIVITY SHALL BE EXEMPT FROM TREE BARRICADE REQUIREMENTS.

TREE PROTECTION DETAIL

SCALE: N.T.S.

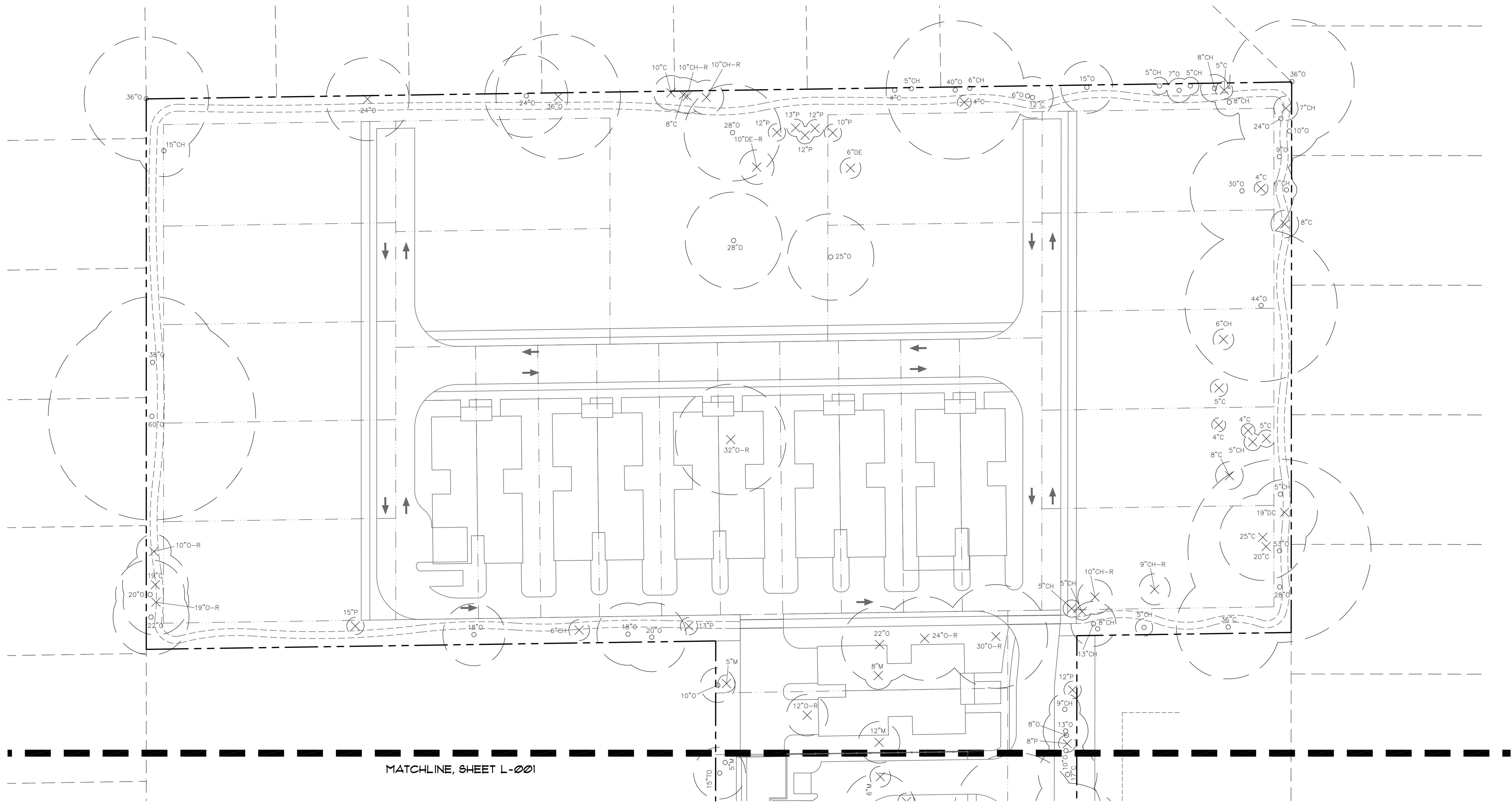


Tree Preservation Plan

THE ENCLAVE, 760 N. Lakemont Ave.

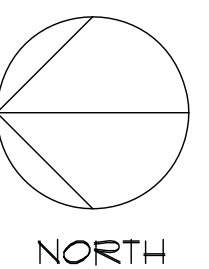
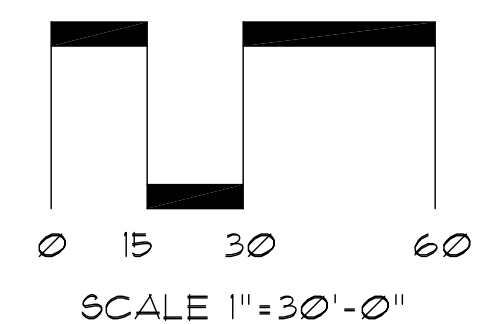
Winter Park, Florida

MELISSA A. JOYNER
8411 POCASSET PLACE
ORLANDO, FL 32827
(407) 761-2066
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN
RLA #1404

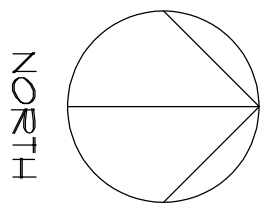
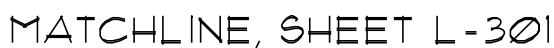


P	PALM
C	CAMPHOR
DC	DOUBLE CAMPHOR
TC	TRIPLE CAMPHOR
QC	QUADRUPLE CAMPHOR
CH	CHERRY
M	MAGNOLIA
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O	OAK
DO	DOUBLE OAK
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* DESIGNATED REPLACEMENT TREES AS PROVIDED PER TREE REMOVAL REQUIREMENTS OF THE CITY OF WINTER PARK CODE



JOB TITLE

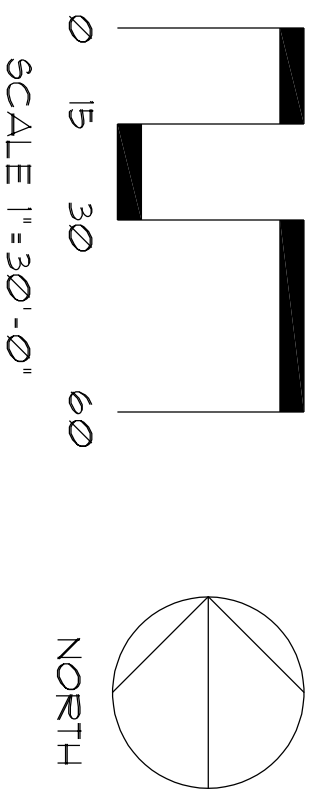
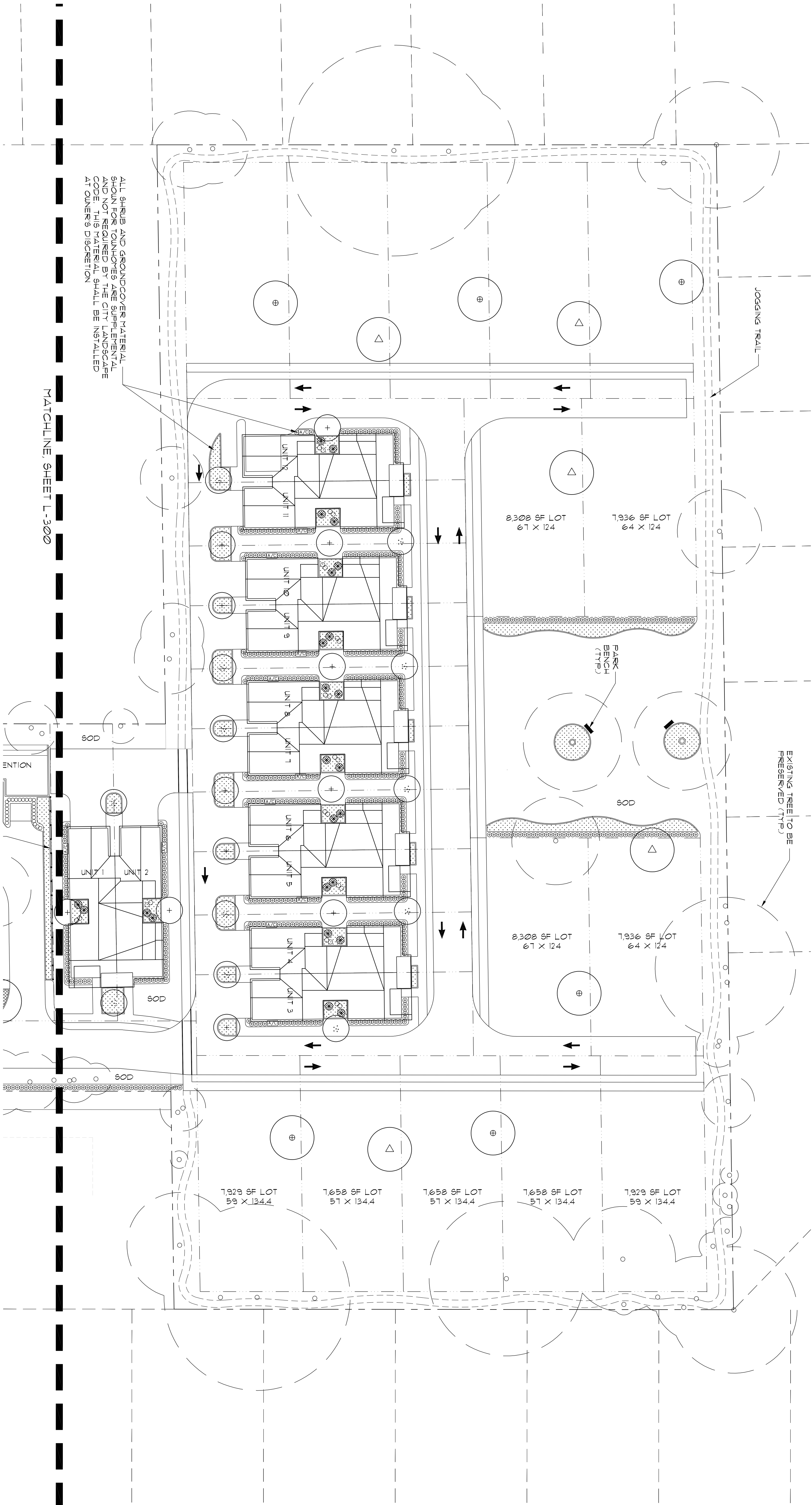
Landscape Plan
THE ENCLAVE, 760 N. Lakemont Ave.
Winter Park, Florida



MELISSA A. JOYNER
6411 Pogues Run
Winter Park, FL 32789
(407) 761-2086
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN
RLA#1404

L-301

SHEET

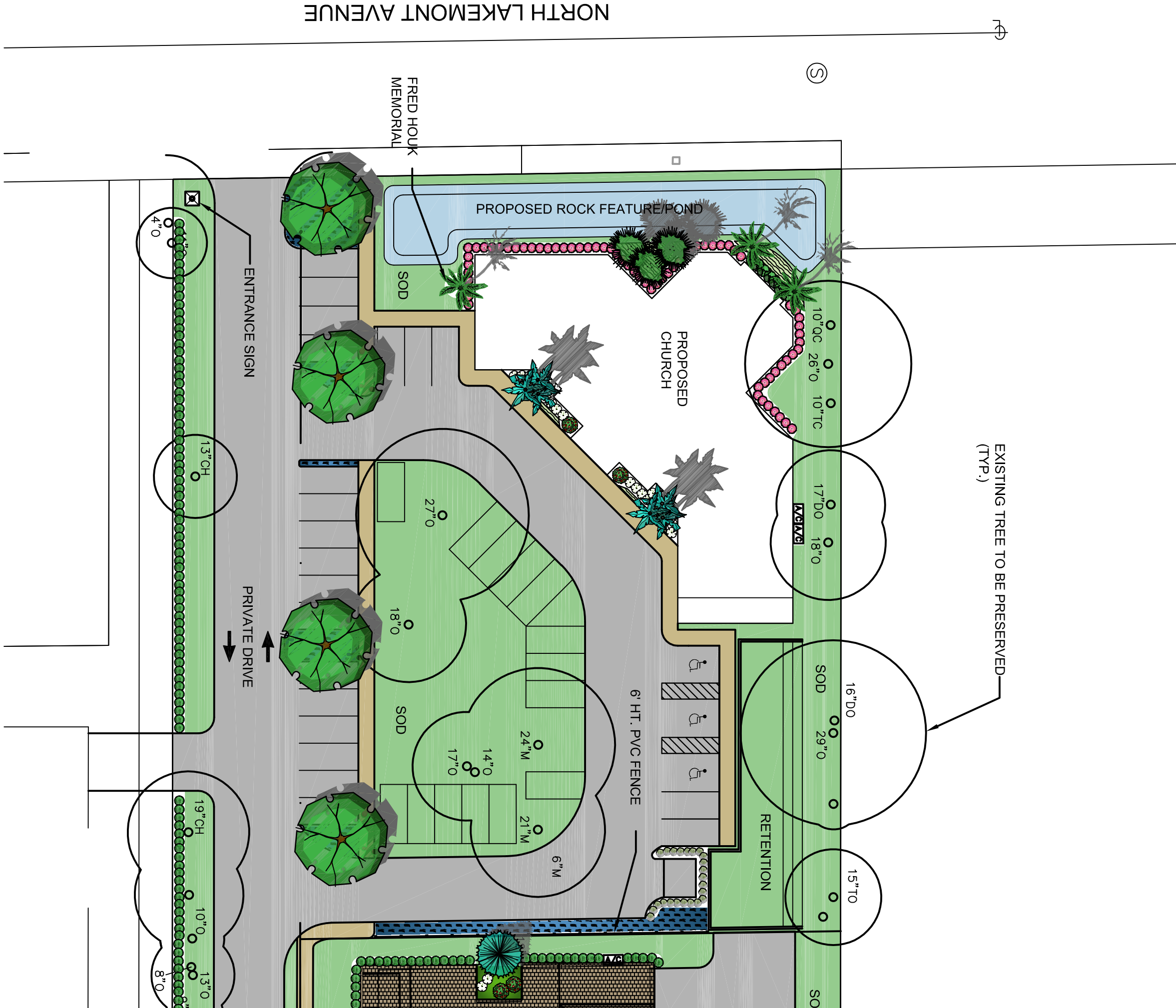


PLANT SYMBOLS LEGEND

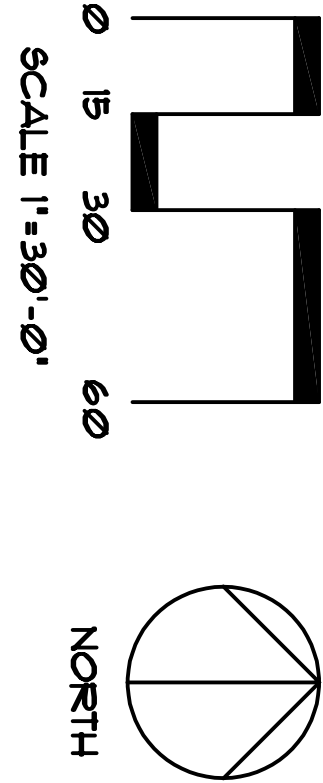
SYMBOL	BOTANICAL/COMMON NAME	SIZE/SPACING
	QUERCUS VIRGINIANA (LIVE OAK)	MIN. 12' HT. AND 3" CALIPER: PLACE AS SHOWN
	ULMUS ALATA (WINGED ELM)	MIN. 12' HT. AND 3" CALIPER: PLACE AS SHOWN
	ILEX ATTENUATA 'EAGLESTON' (EAGLESTON HOLLY)	MIN. 8' HT. AND 2" CALIPER: PLACE AS SHOWN
	LAGERSTROEMIA INDICA (GRAPE MYRTLE)	MIN. 8' HT. AND 2" CALIPER: MULTI-STEM: PLACE AS SHOWN
	SPECIMEN PALM (SPECIES TO BE DETERMINED)	MIN. 8' HT. AND 2" CALIPER: MULTI-STEM: PLACE AS SHOWN
	SABAL PALMETTO (CABBAGE PALM)	10-20' STAGGERED C.T. HTS.: SMOOTH TRUNKS
	PHOENIX ROEBELENI (PYGMY DATE PALM)	MIN. 5' HT.: TRIPLE TRUNK
	STRELITZIA REGINAE (ORANGE BIRD OF PARADISE)	MIN. 4' HT., FULL
	VIBURNUM ODORATISSIMUM (SWEET VIBURNUM)	3 GAL., MIN. 20" HT., 30" O.C.
	LIGUSTRUM JAPONICUM (JACK FROST) (JACK FROST LIGUSTRUM)	3 GAL., MIN. 18" HT., 30" O.C.
	SUPPLEMENTAL HEDGE (SPECIES TO BE DETERMINED)	TO BE DETERMINED
	PODOCARPUS MACROPHYLLUS (YEIW PODOCARPUS)	7 GAL., MIN. 3' HT., 24" O.C.
	LOW SHRUB/GROUNDCOVER COMBINATION: SPECIES TO BE DETERMINED	LOW SHRUBS: MIN. 12" HT. & 24" O.C. GROUNDCOVERS: MIN. 6" HT. & 18" O.C.
	SUPPLEMENTAL LOW SHRUB/GROUNDCOVER COMBINATION: SPECIES TO BE DETERMINED	TO BE DETERMINED



1 ENTRANCE SIGN FEATURE



2 PROPOSED CHURCH CONCEPT



Issue Date: JULY 1, 2021

JOB TITLE

Landscape Rendering
THE ENCLAVE, 760 N. Lakemont Ave.
Winter Park, Florida



MELISSA A. JOYNER
8411 Poussett Place
Orlando, FL 32827
(407) 781-2486
LANDSCAPE ARCHITECTURE
REGISTERED DESIGNER
FLA #1404

L-400

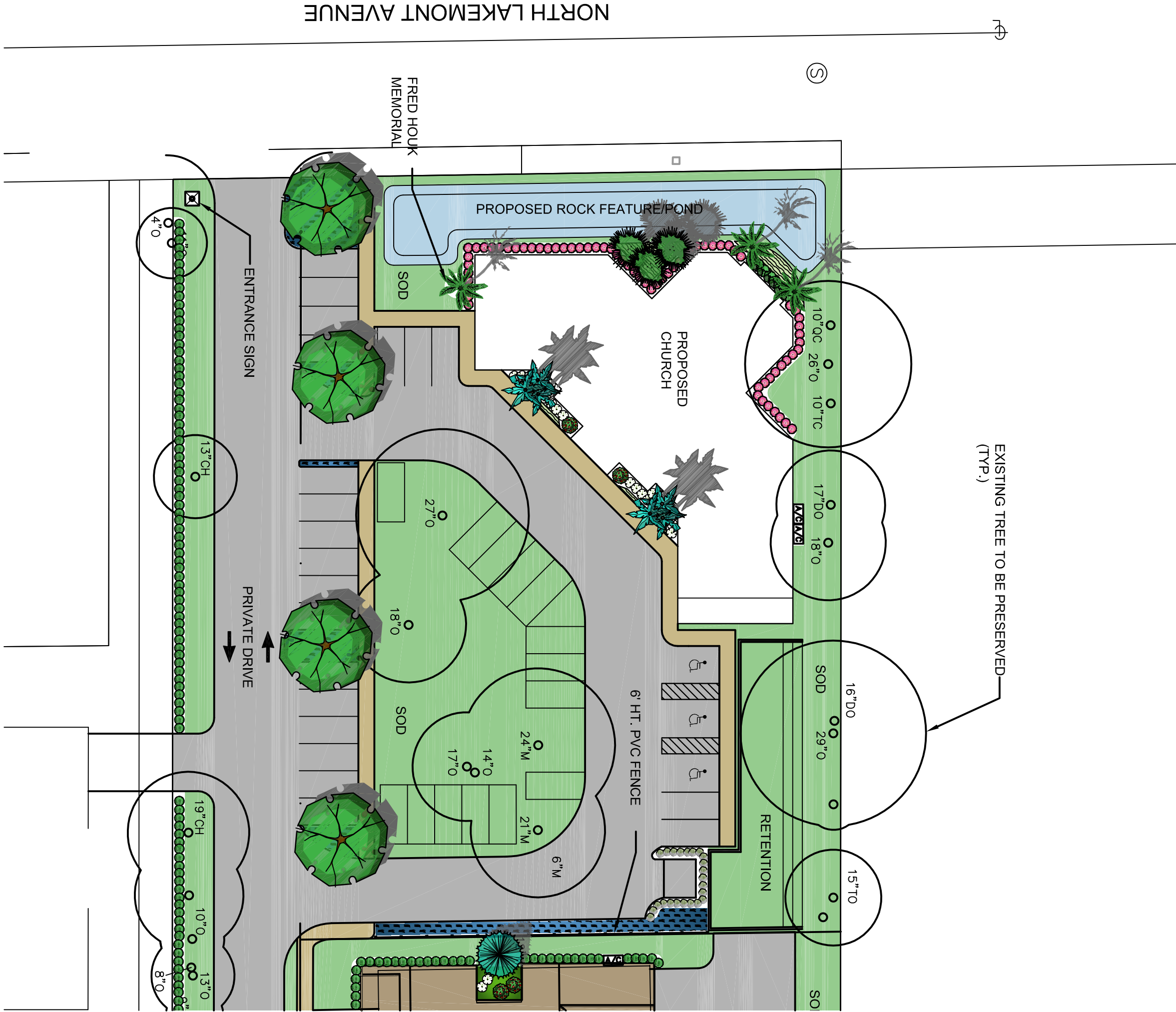
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PLANT SYMBOLS LEGEND

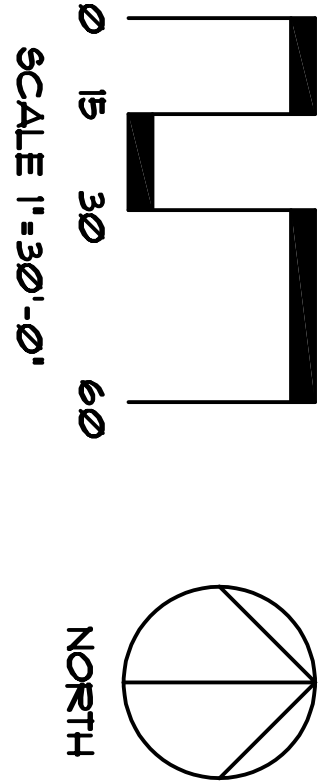
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Issue Date: JULY 1, 2021

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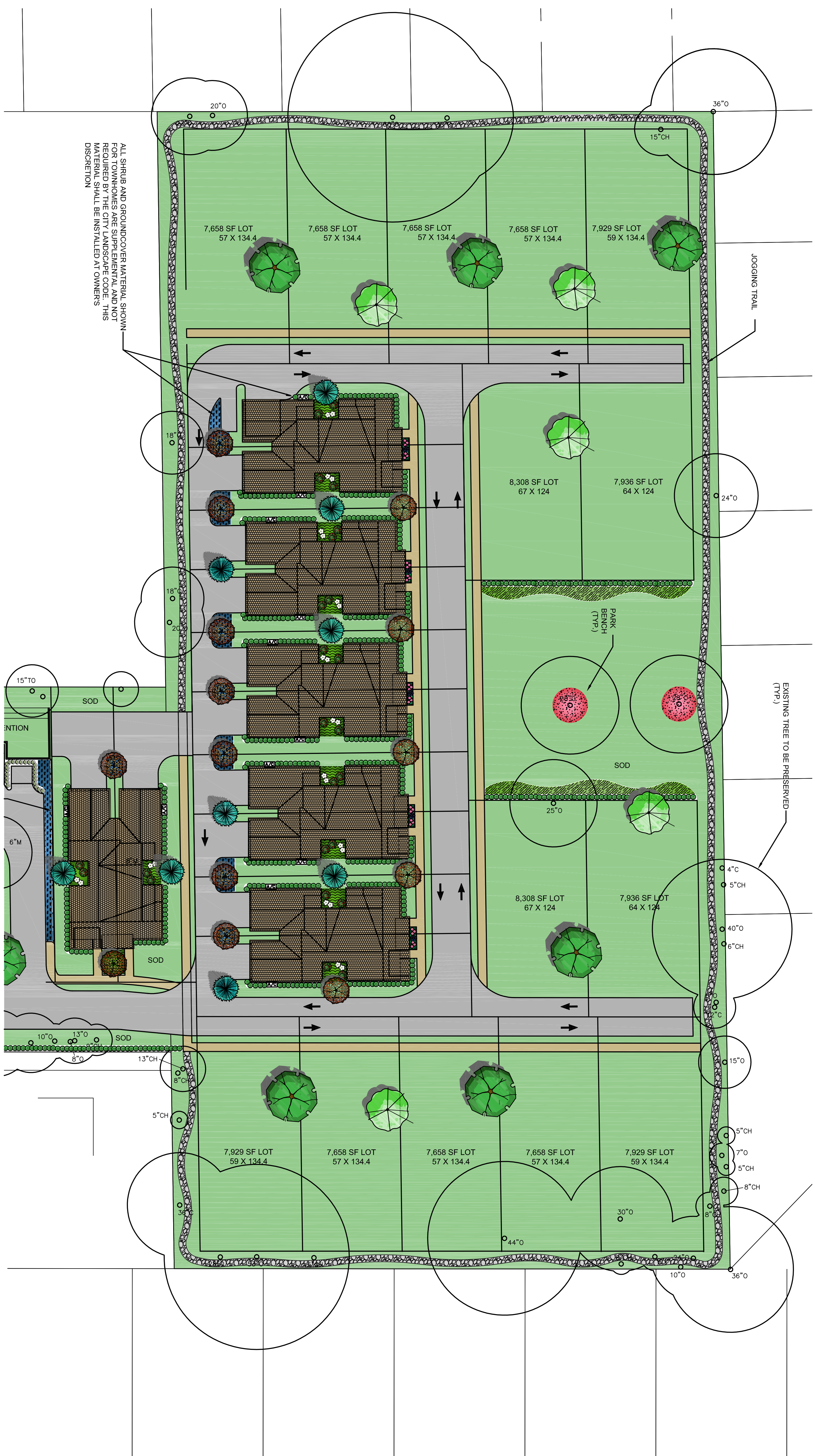
Landscape Rendering
THE ENCLAVE, 760 N. Lakemont Ave.
Winter Park, Florida



MELISSA A. JOYNER
8411 Poussett Place
Orlando, FL 32827
(407) 781-2486
LANDSCAPE ARCHITECTURE
REGISTERED DESIGNER
FLA #1404

L-400

SHEET



PROPOSED CONCEPT FOR THE ENCLAVE



MELISSA A. JOYNES
8411 Pocasset Place
Orlando, FL 32827
(407) 761-2066
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN
RLA #1404

L-401

SHEET

LandscapeRendering

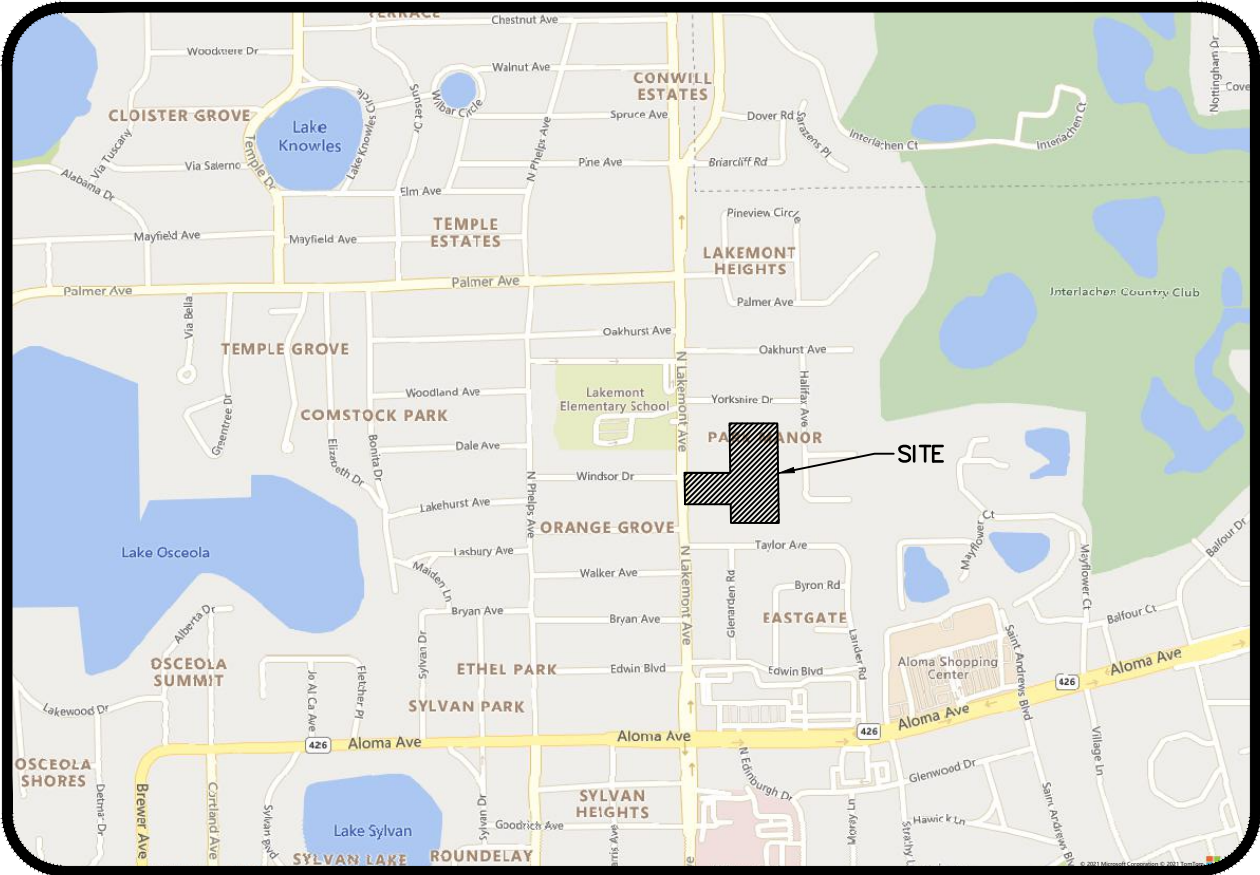
THE ENCLAVE, 760 N. Lakemont Ave.
Winter Park, Florida

JOB TITLE

Issue Date: JULY 1, 2021

THE ENCLAVE CONDITIONAL USE PLANS

LOCATION MAP



SECTION 04, TOWNSHIP 22 SOUTH, RANGE 30 EAST

LEGAL DESCRIPTION

BEGIN 33 FEET EAST AND 233 FEET NORTH OF THE SW CORNER OF THE NW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, THENCE NORTH 1 00 FEET THENCE EAST 213 FEET THENCE SOUTH 100 FEET THENCE WEST 213 FEET TO THE POINT OF BEGINNING.

AND ALSO: BEGINNING AT A POINT 233 FEET NORTH AND 246 FEET EAST OF THE SW CORNER OF THE SW 1/4 OF THE SW 1/4 OF THE NW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE EAST 100 FEET THENCE SOUTH 233 FEET THENCE EAST 318.5 FEET THENCE NORTH 660. 75 FEET TO THE NE CORNER OF THE SW 1/4 OF THE NW 1/4, THENCE WEST 318.5 FEET THENCE SOUTH 328.6 FEET THENCE WEST 100 FEET THENCE SOUTH 100 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

BEGIN 33 FEET EAST AND 124 FEET NORTH OF THE SW CORNER OF THE NW 1/4 OF SECTION 4, TOWNSHIP 22 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, RUN THENCE EAST 313 FEET, THENCE NORTH 109 FEET, THENCE WEST 313 FEET, THENCE SOUTH 109 FEET TO THE POINT OF BEGINNING.

SUBJECT TO THAT CERTAIN RIGHT-OF-WAY AGREEMENT RECORDED NOVEMBER 23, 1955, AT O.R. BOOK 39, PAGE 224, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

PLAN SET INDEX

- | | |
|-----|-------------------------|
| C-1 | COVER SHEET |
| C-2 | SURVEY (BY OTHERS) |
| C-3 | SITE PLAN |
| C-4 | GRADING & DRAINAGE PLAN |
| C-5 | DETAIL SHEET |
| C-6 | DETAIL SHEET |

SITE DATA

PROPERTY LOCATION:
760 N LAKEMONT AVE
WINTER PARK, FL 32789

PARCEL ID:
04-22-30-0000-00-011 & 04-22-30-0000-00-009

LAND OWNER:
WINTER PARK CHRISTIAN CHURCH (DISCIPLES OF CHRIST) INC.
760 N LAKEMONT AVE
WINTER PARK, FL 32789

PROPERTY ZONING:
R-1A

FUTURE LAND USE:
INSTITUTIONAL

SETBACK & BUFFER REQUIREMENTS

	BUILDING
FRONT	25'
SIDE	15'
SIDE	15'
REAR	25'

EXISTING PROPERTY USE:
CHURCH

PROPOSED PROPERTY USE:
CHURCH, SINGLE FAMILY ATTACHED, & SINGLE FAMILY DETACHED

MAXIMUM BUILDING HEIGHT:
ALLOWED = 30'

LOT COVERAGE CALCULATIONS (EXISTING)

TOTAL IMPERVIOUS	50,515 SF	18.39%
PERVIOUS	224,107 SF	81.61%
TOTAL SITE AREA	274,622 SF	100.00%

LOT COVERAGE CALCULATIONS (PROPOSED)

TOTAL IMPERVIOUS	141,178 SF	51.41%
PERVIOUS	133,444 SF	48.59%
TOTAL SITE AREA	274,622 SF	100.00%

PARKING REQUIRED:
CHURCH
1 SPACES PER 4 SEATS
150 / 4 = 38 SPACES REQUIRED

PARKING PROPOSED
(3) ACCESSIBLE SPACE + (35) REGULAR SPACES
TOTAL = 38 PARKING SPACES PROVIDED

FLOOD ZONE
THE PROPERTY SHOWN HEREON APPEARS TO LIE IN "ZONE X" - AN AREA OF 100 YEAR FLOODING, ACCORDING TO FIRM MAP NUMBER 1209SC02SSSF, DATED 09/25/2009.

PARCEL NOs. 04-22-30-0000-00-011 &
04-22-30-0000-00-009
760 N LAKEMONT AVE
WINTER PARK, FL 32789

PREPARED FOR:
CREATIVE NEIGHBORS, LLC

CONTACT: MICHAEL HALPIN
1620 PINE AVE
WINTER PARK, FL 32789
PHONE: (407) 709-4560

PREPARED BY:

CivilCorp
Engineering, Inc.

CIVILCORP ENGINEERING, INC.
CERTIFICATE OF AUTHORIZATION #29390
630 N WYMORE RD, STE 310
MAITLAND, FL 32751
PHONE: (407) 516-0437

PROJECT CONSULTANTS

CIVIL ENGINEERS
CIVILCORP ENGINEERING, INC.
630 N WYMORE RD, STE 310
MAITLAND, FL 32751
PHONE: (407) 516-0437

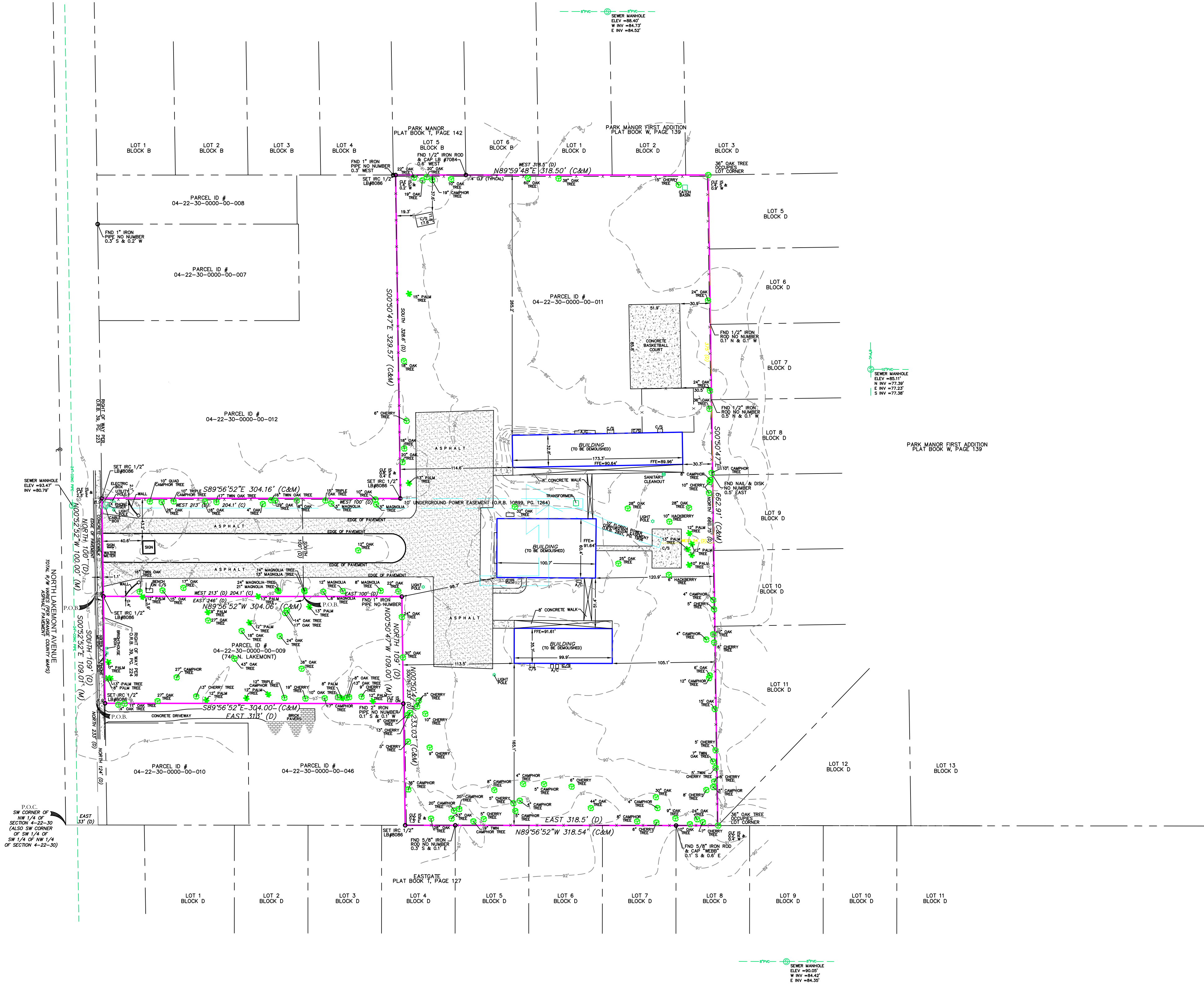
ARCHITECT
GRONINGER CUSTOM HOMES
2711 WOODSIDE AVE
WITNER PARK, FL 32789
PHONE: (321) 352-5202

LANDSCAPE ARCHITECT
MELISSA A JOYNES
8411 POCASSET PLACE
ORLANDO, FL 32827
PHONE: (407) 761-2066

SURVEYORS
DEEP SOUTH SURVEYING
596 TERRANOVA CIRCLE
WINTER HAVEN, FL 33884
PHONE: (863) 797-3366

<div>CREATIVE NEIGHBORS, LLC</div>										<div><div>CivilCorp Engineering, Inc.</div><div>630 N Wymore Rd, Ste 310 Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 29390</div></div>									
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TOPOGRAPHIC SURVEY



Legal Description:

Begin 33 feet East and 233 feet North of the SW corner of the NW 1/4 of Section 4, Township 22 South, Range 30 East, Orange County, Florida, thence North 100 feet thence East 213 feet thence South 100 feet thence West 213 feet to the point of beginning.

AND ALSO: Beginning at a point 233 feet North and 246 feet East of the SW corner of the SW 1/4 of the SW 1/4 of Section 4, Township 22 South, Range 30 East, Orange County, Florida, Run thence East 100 feet thence South 233 feet thence East 318.5 feet thence North 660.75 feet to the NE corner of the SW 1/4 of the NW 1/4, thence West 318.5 feet thence South 328.6 feet thence West 100 feet thence South 100 feet to the point of beginning.

TOGETHER WITH:

Begin 33 feet East and 124 feet North of the SW corner of the NW 1/4 of Section 4, Township 22 South, Range 30 East, Orange County, Florida, run thence East 313 feet, thence North 109 feet, thence West 313 feet, thence South 109 feet to the Point of Beginning.

Subject to that certain Right-of-Way Agreement recorded November 23, 1955, at O.R. Book 39, Page 224, Public Records of Orange County, Florida.

Legend:

- X = WOOD FENCE
- - - = CHAIN LINK FENCE
- - - = VINYL FENCE
- - - = COVERED AREA
- - - = CONCRETE
- - - = ASPHALT
- P = PLAT
- M = MEASURED
- D = DEEDED
- C = CALCULATED
- P.C. = POINT OF CURVATURE
- P.C.C. = POINT OF COMPOUND CURVATURE
- P.R.C. = POINT OF REVERSE CURVATURE
- P.I. = POINT OF INTERSECTION
- P.T. = POINT OF TANGENCY
- C.M. = CONCRETE MONUMENT
- P.C.P. = PERMANENT CONTROL POINT
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- P.R.M. = PERMANENT REFERENCE MONUMENT
- I.P. = IRON PIPE
- I.R. = IRON ROD
- N&D = NAIL AND DISK
- Q = CENTER LINE
- R/W = RIGHT OF WAY
- R = RADIUS
- L = ARC LENGTH
- Δ = CENTRAL ANGLE
- C.D. = CHORD DISTANCE
- C.B. = CHORD BEARING
- FND = FOUND
- P.G. = PAGES
- P.B. = PLAT BOOK
- D.U.E. = DRAINAGE AND UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- U.E. = UTILITY EASEMENT
- A/C = AIR CONDITIONER
- C/S = CONCRETE SLAB
- CONC. = CONCRETE
- P/E = POOL EQUIPMENT
- ENC. = ENCROACHMENT
- O.R. = OFFICIAL RECORD
- LB. = LICENSES BUSINESS
- OLL = OVERHEAD LINES
- CATV = CABLE TV RAISER
- BLK. = BLOCK
- C.B.W. = CONCRETE BLOCK WALL
- COVD. = COVERED
- A/C = AIR CONDITIONED

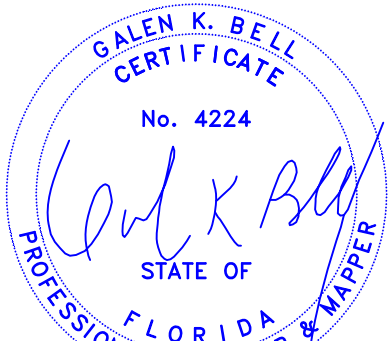
Surveyor's Notes:

- The surveyor has not abstracted the land shown hereon for easements, right of way, or restrictions of record which may affect the title or use of the land. There may be additional easements and restrictions that are not shown on this survey, but may be found in the public records of this county.
- No underground improvements have been located except as shown.
- The property shown hereon appears to lie in "Zone X" - an area of 100 year flooding, according to FIRM Map Number 12095C0255F, dated 09/25/2009. The surveyor makes no guarantees as to the above statement. Contact your local floodplain official or F.E.M.A. agent for verification.
- The survey shown hereon was conducted with the benefit of a current title commitment: Fidelity National Title Insurance Company File #522000723SS, dated 11/09/2020.
- This surveyor did not review the covenants and restrictions of the plat named in the legal description shown above.
- Elevations shown hereon are based on Orange County Benchmark #L645012 with a published elevation of 92.961 feet, North American Vertical Datum of 1988.

DEEP SOUTH
SURVEYING

596 Terranova Circle
Winter Haven, Florida 33884
863.797.3366
deepsouthsurveying@gmail.com
Certificate of Authentication LB8086

I HEREBY CERTIFY THAT THIS SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION.



Galen K. Bell, PSM #4224

NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND/OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

12/14/2020

Certified to/ for the exclusive use of:

Compass Development Management, Inc.

Property Address:

740 & 760 N Lakemont Avenue
Winter Park, Florida 32792

Basis of Bearing:

1. Bearings shown hereon are based on the EAST right of way line of N Lakemont Avenue, being N00°52'52"W, assumed.

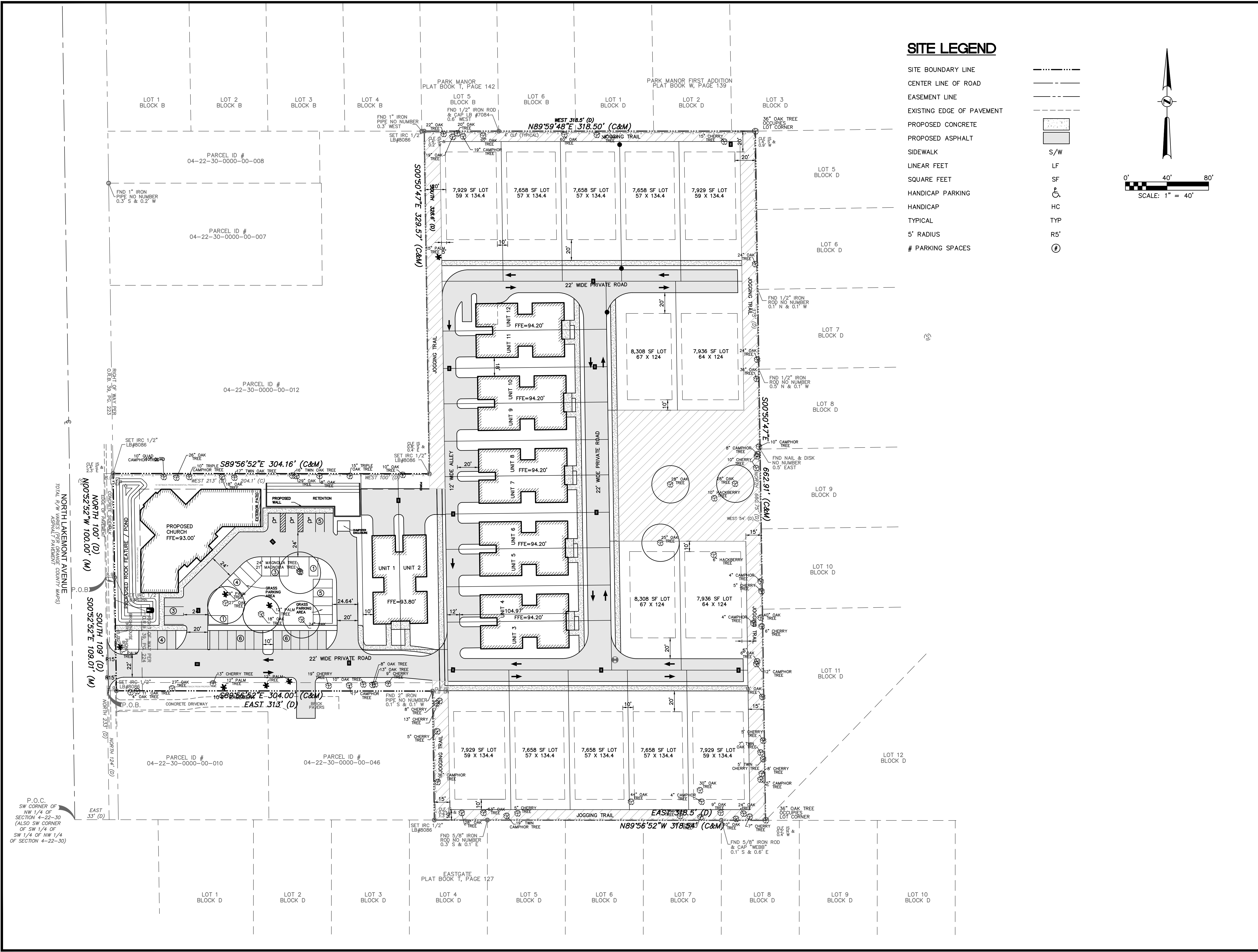
THE FLOOD DATA PROVIDED IS FOR INFORMATIONAL PURPOSES ONLY. THE SURVEYOR MAKES NO GUARANTEES AS TO THE ACCURACY OF THE INFORMATION PROVIDED. THE LOCAL F.E.M.A. AGENCY SHOULD BE CONTACTED FOR VERIFICATION.


This Survey is intended for mortgage or refinance purposes only. Exclusively for this use by those to whom it is certified. This Survey is not to be used for Construction, permitting, design, or any other use without the written consent of DEEP SOUTH SURVEYING, LLC. PHOTOCOPIING FORBIDDEN. COPYRIGHTED MATERIAL. ©

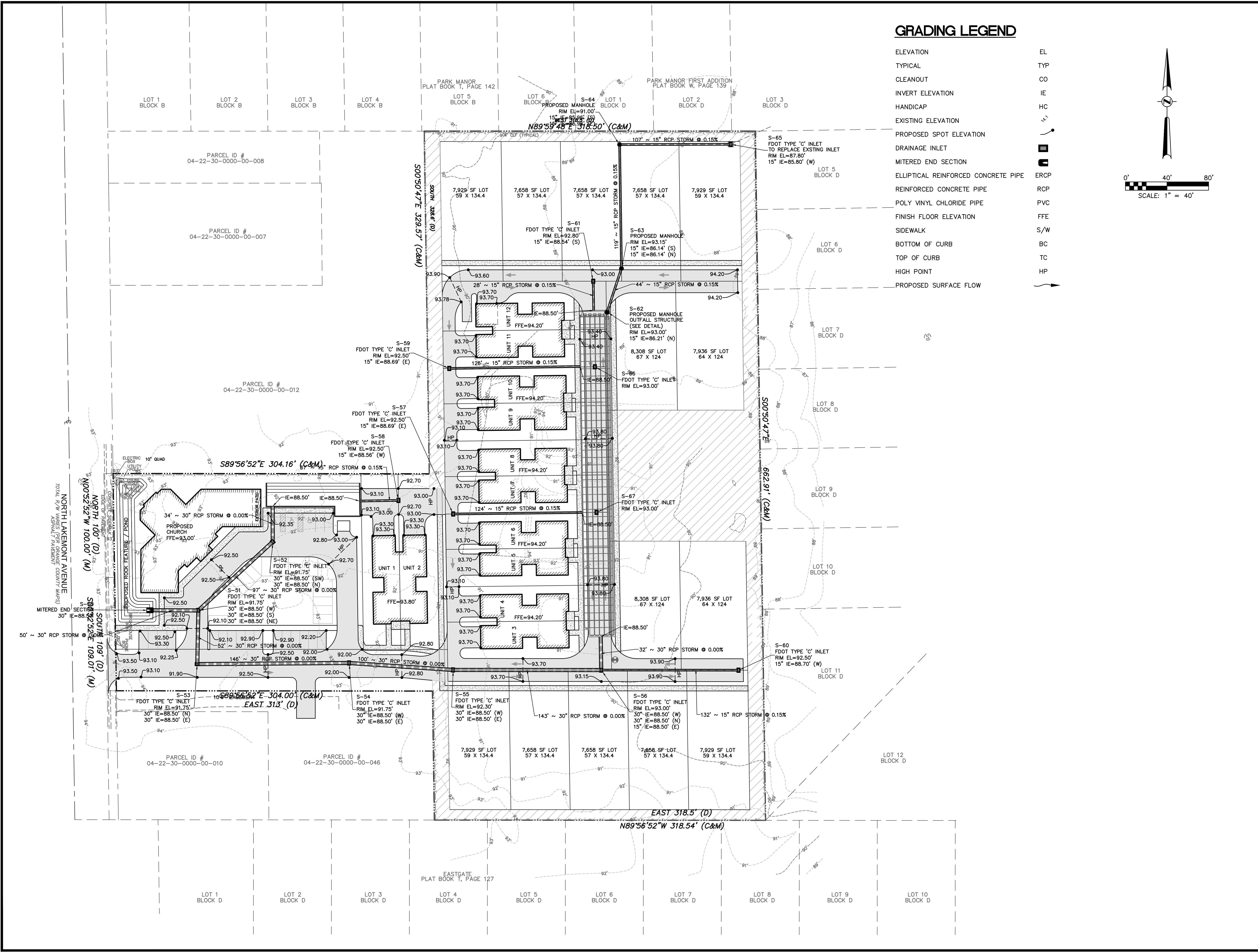
SURVEY NO.: 20090018
FIELD DATE: 11/23/2020
REVIEWED BY: G.K.B.
SURVEYED BY: M.L.
DRAWN BY: S.D.B.

SHEET NO.:

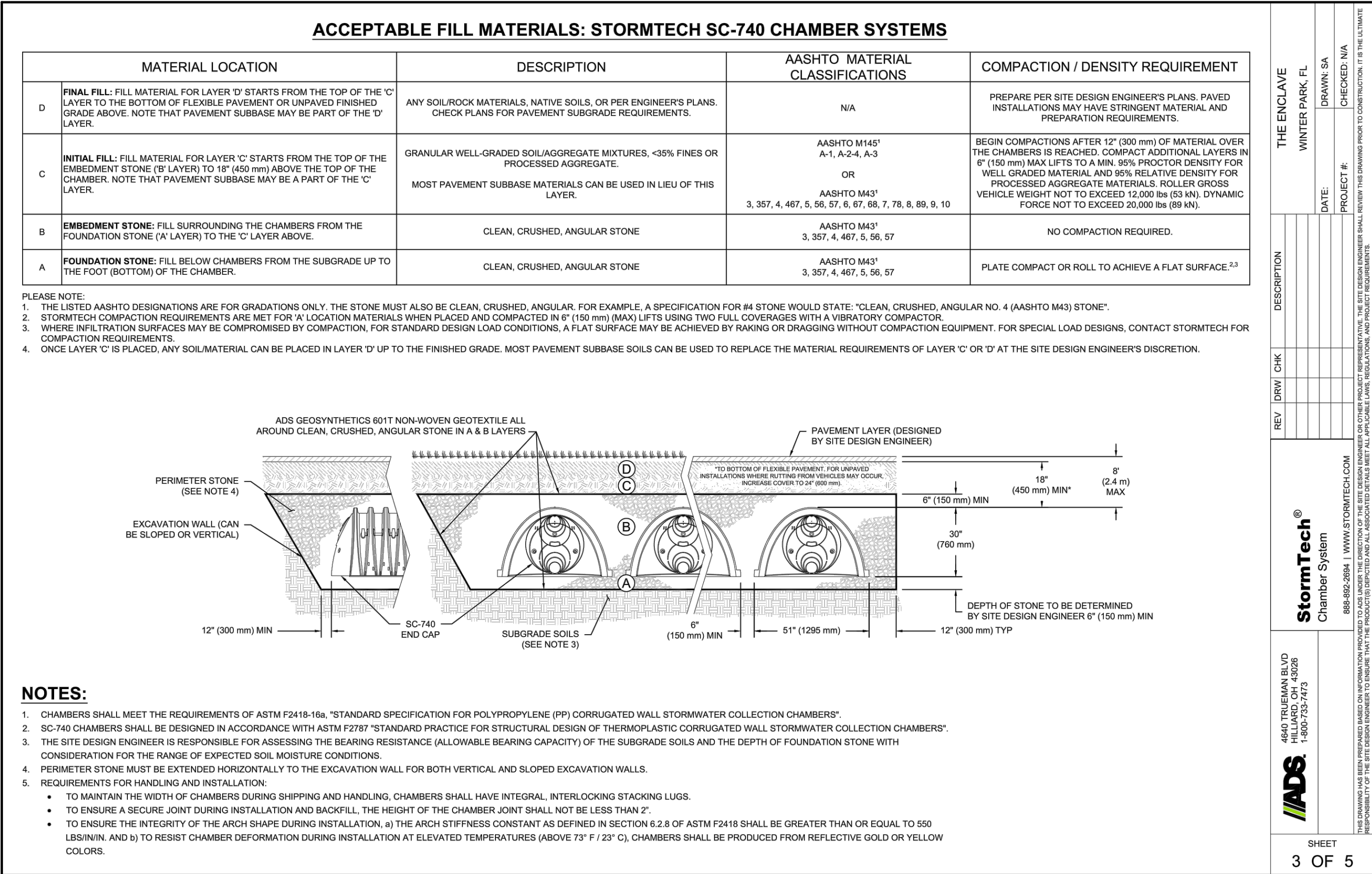
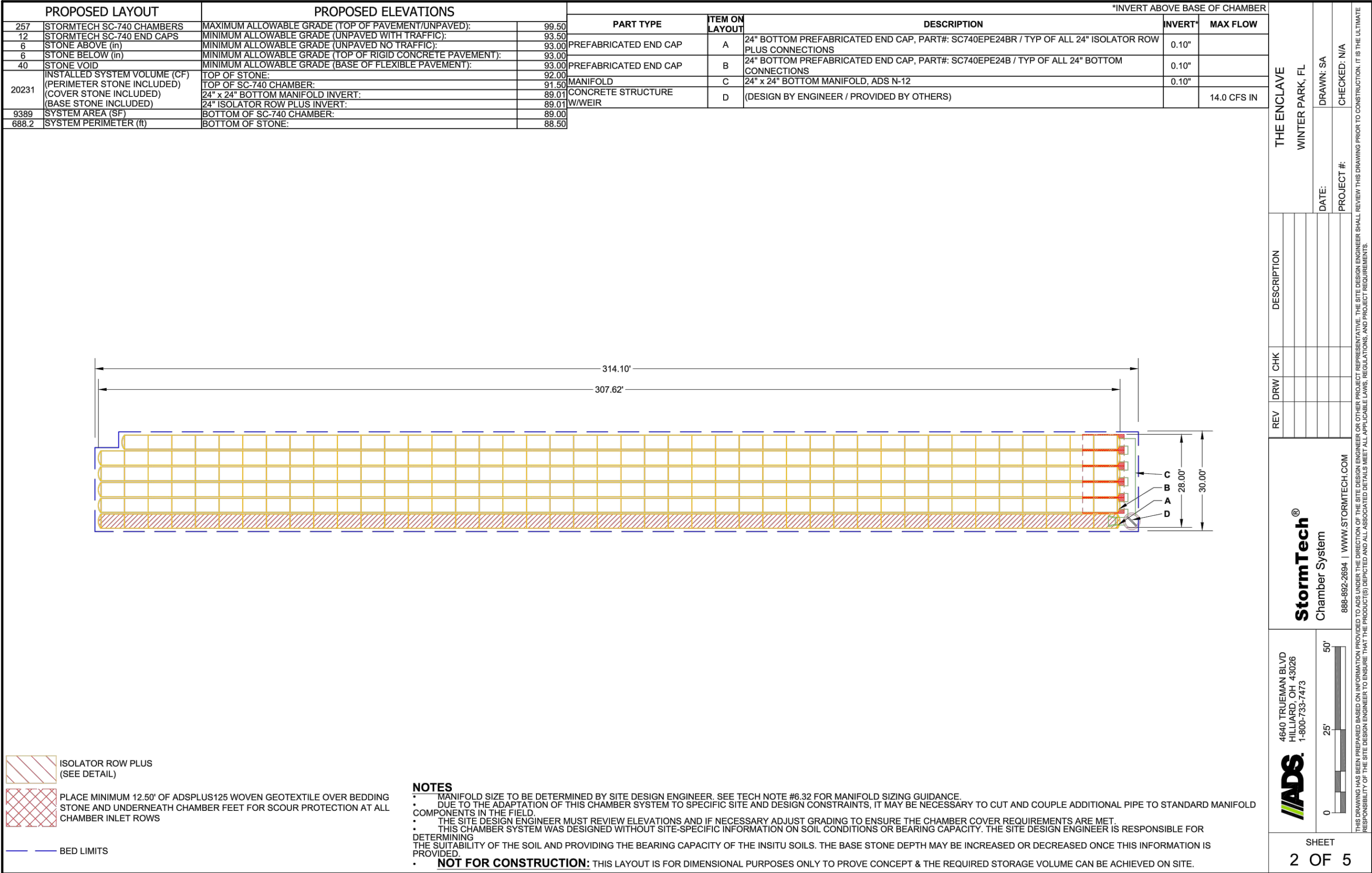
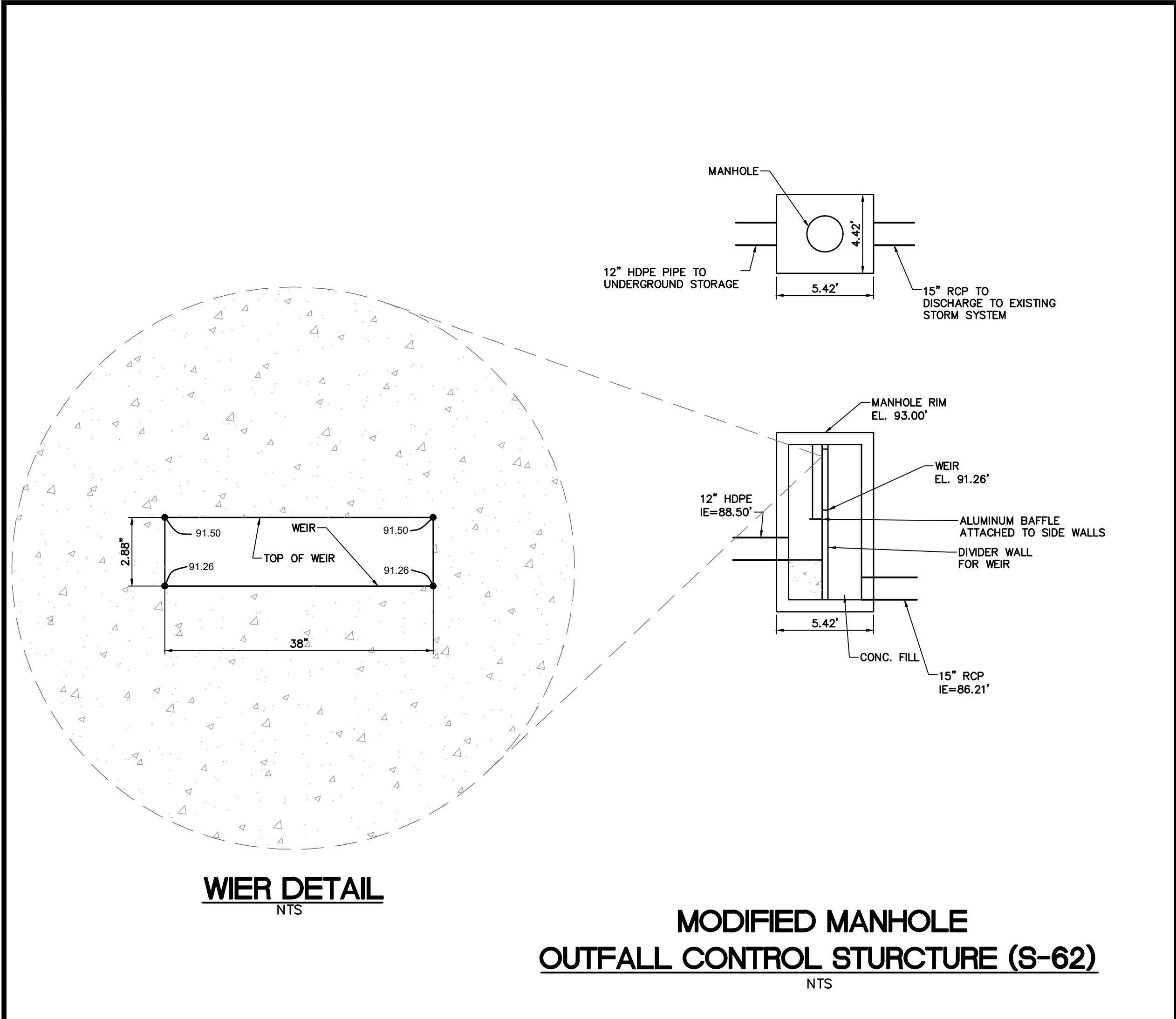
1 of 1



PROJECT NAME	THE ENCLAVE			
	760 N LAKEMONT AVE, WINTER PARK, FL			
SHEET NAME	SITE PLAN			
	SHEET NO. C-3			
Revisions	4			
	3			
	2			
	1			
CREATIVE NEIGHBORS, LLC				
<div>CivilCorp Engineering, Inc. 630 N Wymore Rd, Ste 310 Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 29390</div>				
<div><div>Stephen Allen, PE # 59994 Engineer FL Reg No</div></div>				
Drawn By		323-003	NTS	06/29/21
Project No.		Scale		



PROJECT NAME	THE ENCLAVE 760 N LAKEMONT AVE, WINTER PARK, FL			
	SHEET NAME GRADING AND DRAINAGE PLAN			
SHEET NO.	C-4			
	SHEET NO.			
PROJECT NO.	323-003			
	Project No.			
DATE	06/29/21			
	Date			
SCALE	NTS			
	Scale			
DRAWN BY	STA			
	Drawn By			
CREATIVE NEIGHBORS, LLC	CivilCorp Engineering, Inc.			
	630 N Wynmore Rd, Ste 310 Maitland, FL 32751 Phone 407-516-0437 Certificate of Authorization No. 23390			
CREATIVE NEIGHBORS, LLC	CivilCorp Engineering, Inc.			
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CREATIVE NEIGHBORS, LLC

CivilCorp Engineering, Inc.
630 N Wynore Rd, Ste 310
Maitland, FL 32751
Phone 407-516-0437
Certificate of Authorization No. 29390

Stephen Allen, PE # 99994
Engineer

PROJECT NAME

760 N LAKEMONT AVE, WINTER PARK, FL

SHEET NAME

DETAIL SHEET

SHEET NO.

C-5

Revisions

4
3
2
1
#

Date

1

Drawn By

STA

Project No.

323-003

Scale

NTS

Date

06/29/21



“European” Front Elevation



“Spanish” Front Elevation



“Farmhouse” Front Elevation



“French” Front Elevation

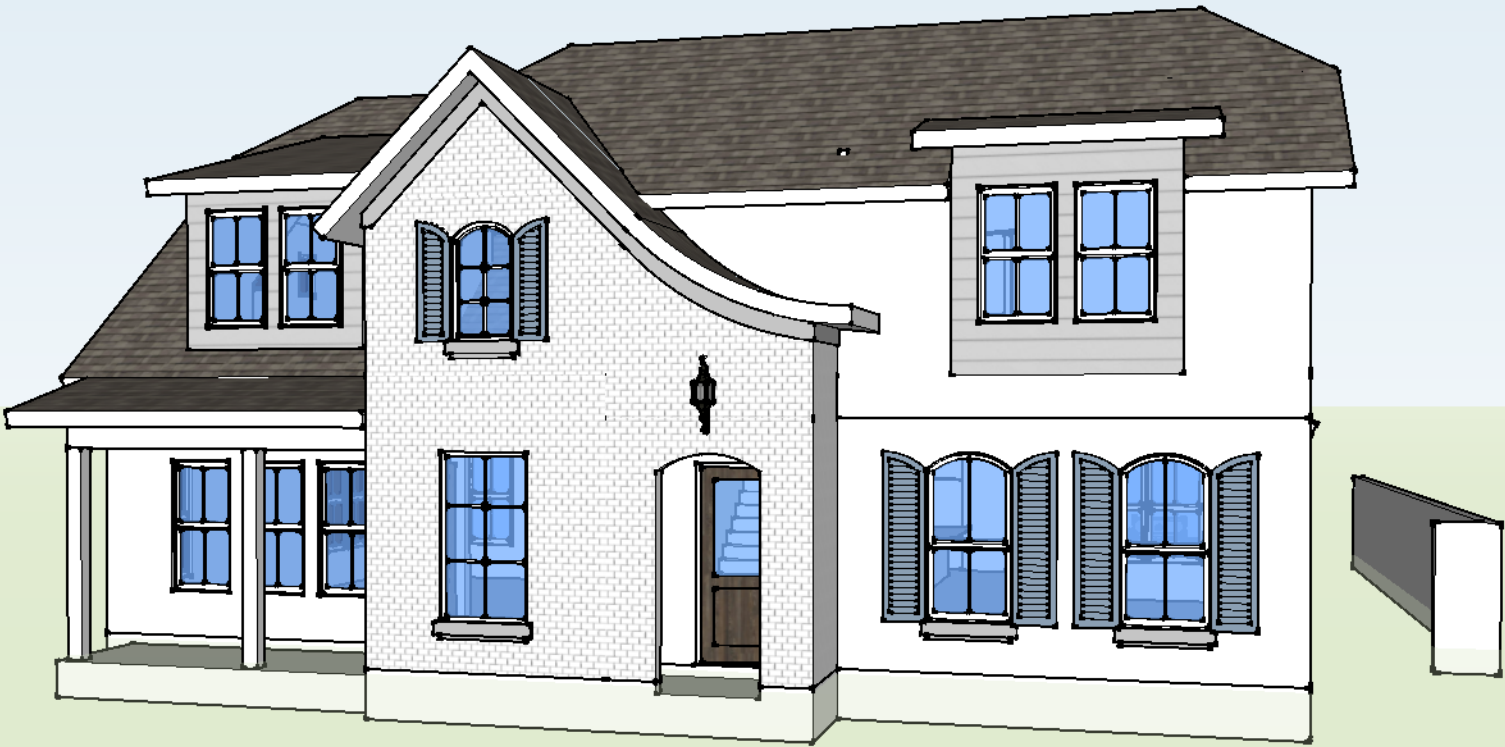
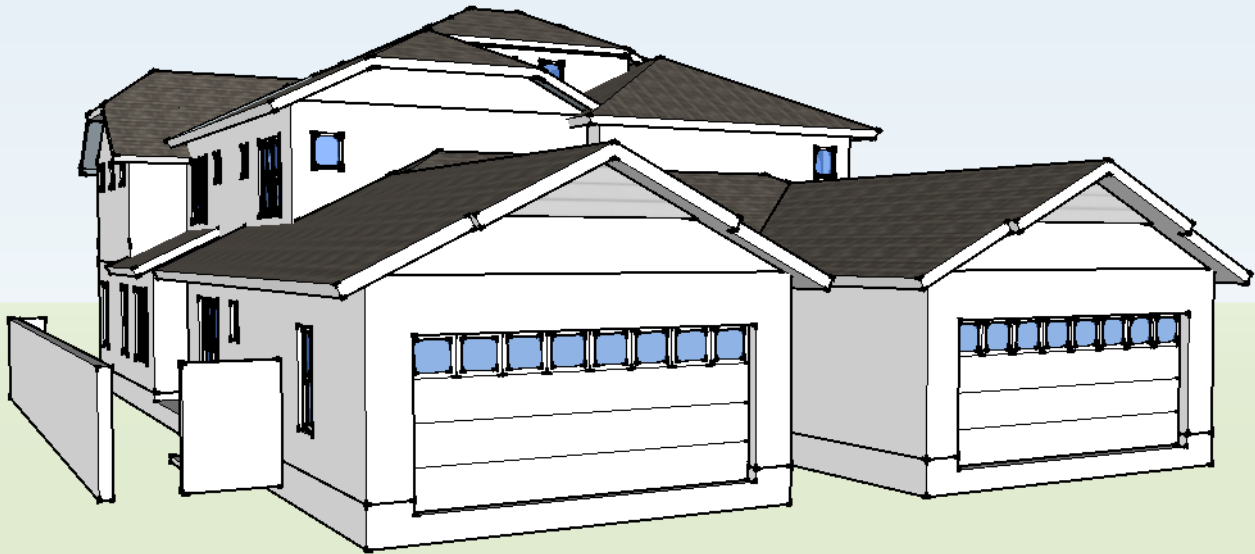
THE ENCLAVE - TOWNHOME ELEVATIONS

Enclave Plan 1

Project Description

	<u>Area Calcs</u>
1st Floor	1502
2nd Floor	1243
AC Space	2745
Porches	149
Garage	467
Under Roof	3361

Lot Area



Kg3d Home Design LLC
2711 Woodside Ave
Winter Park FL 32789
(321) 439-1047

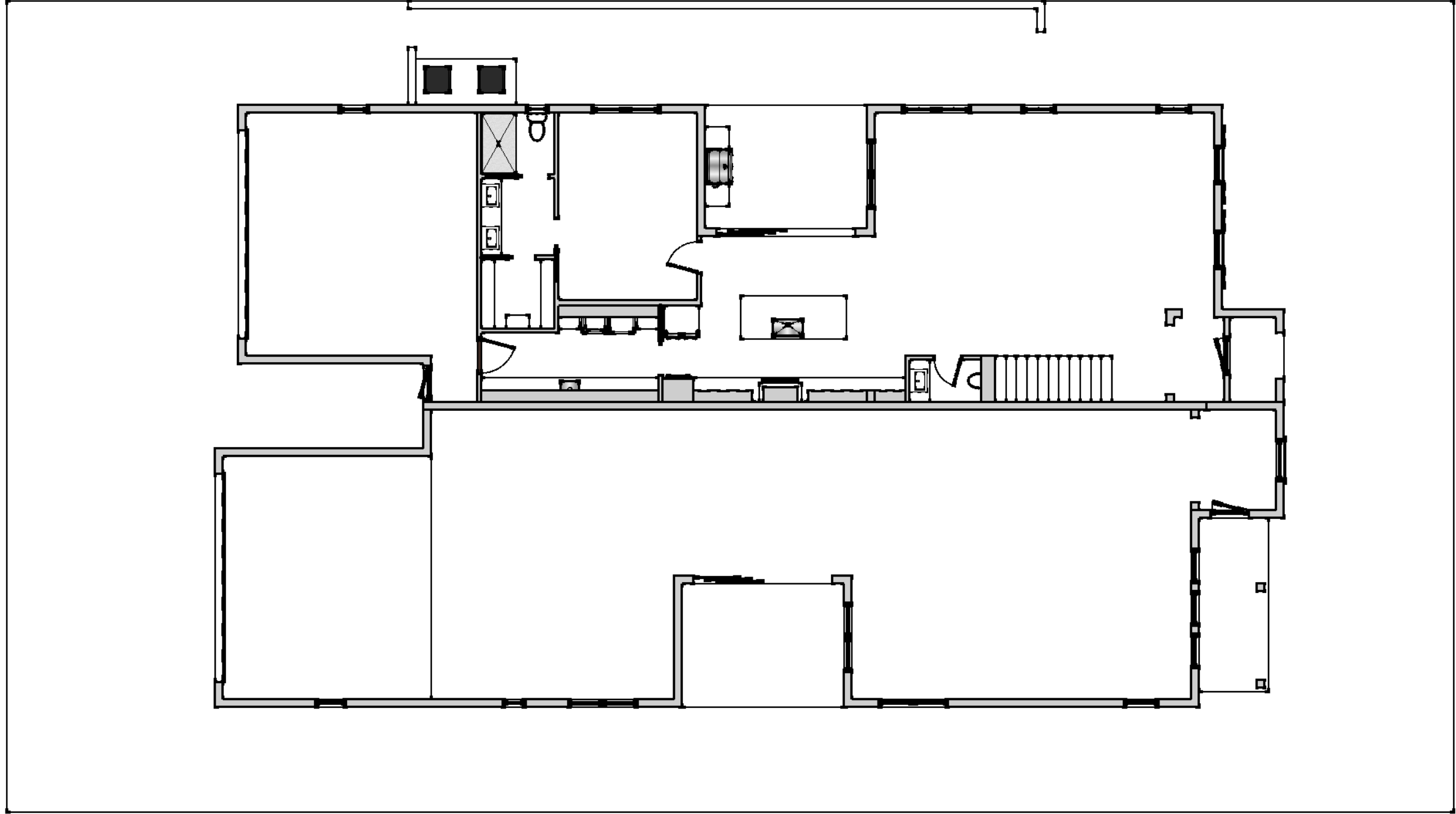


Enclave Plan 1
Lot No Subdivision
Street Address
City State Zip

GroningerHomes.com
Design Build Consult
(321) 352-5202

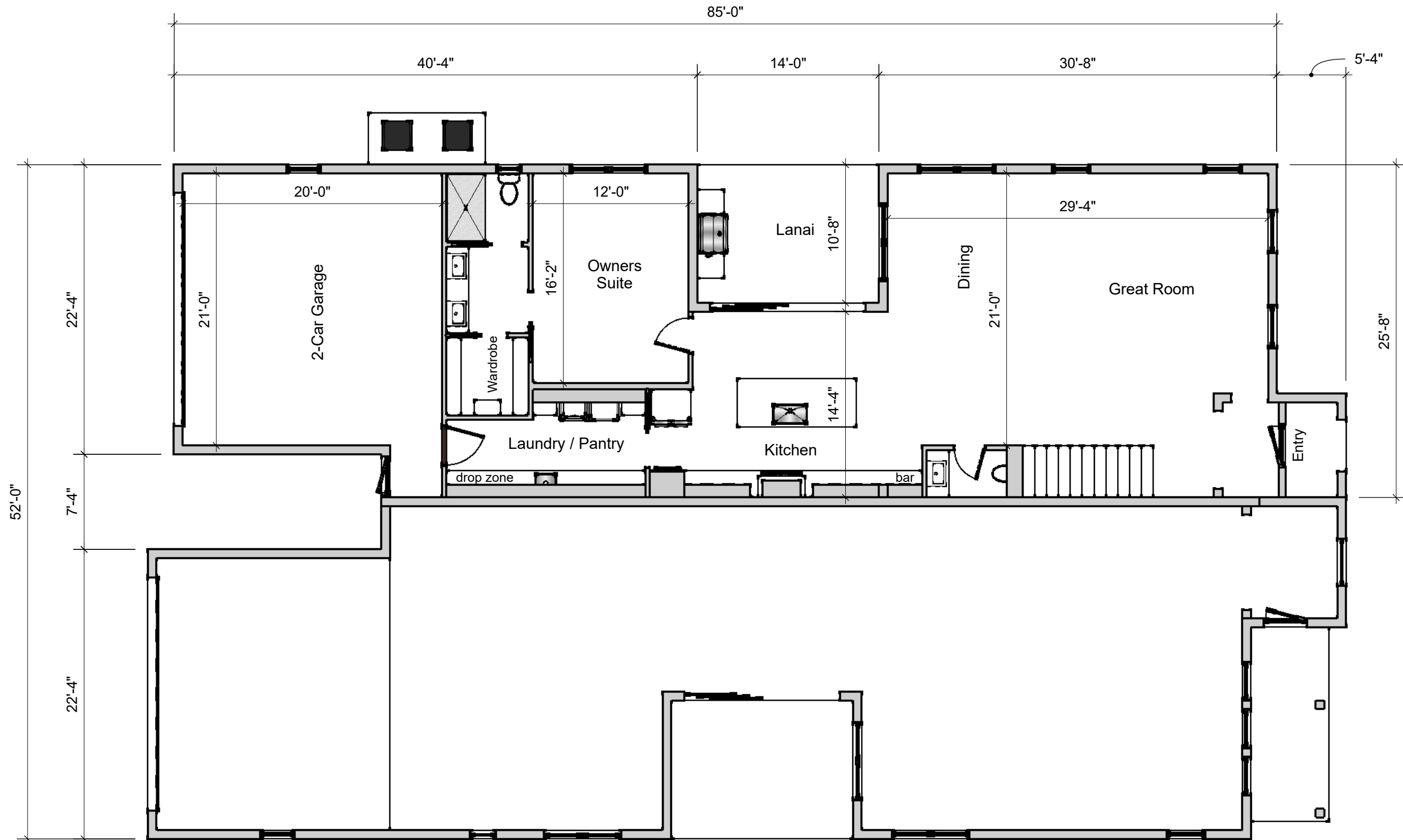
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05/04/21

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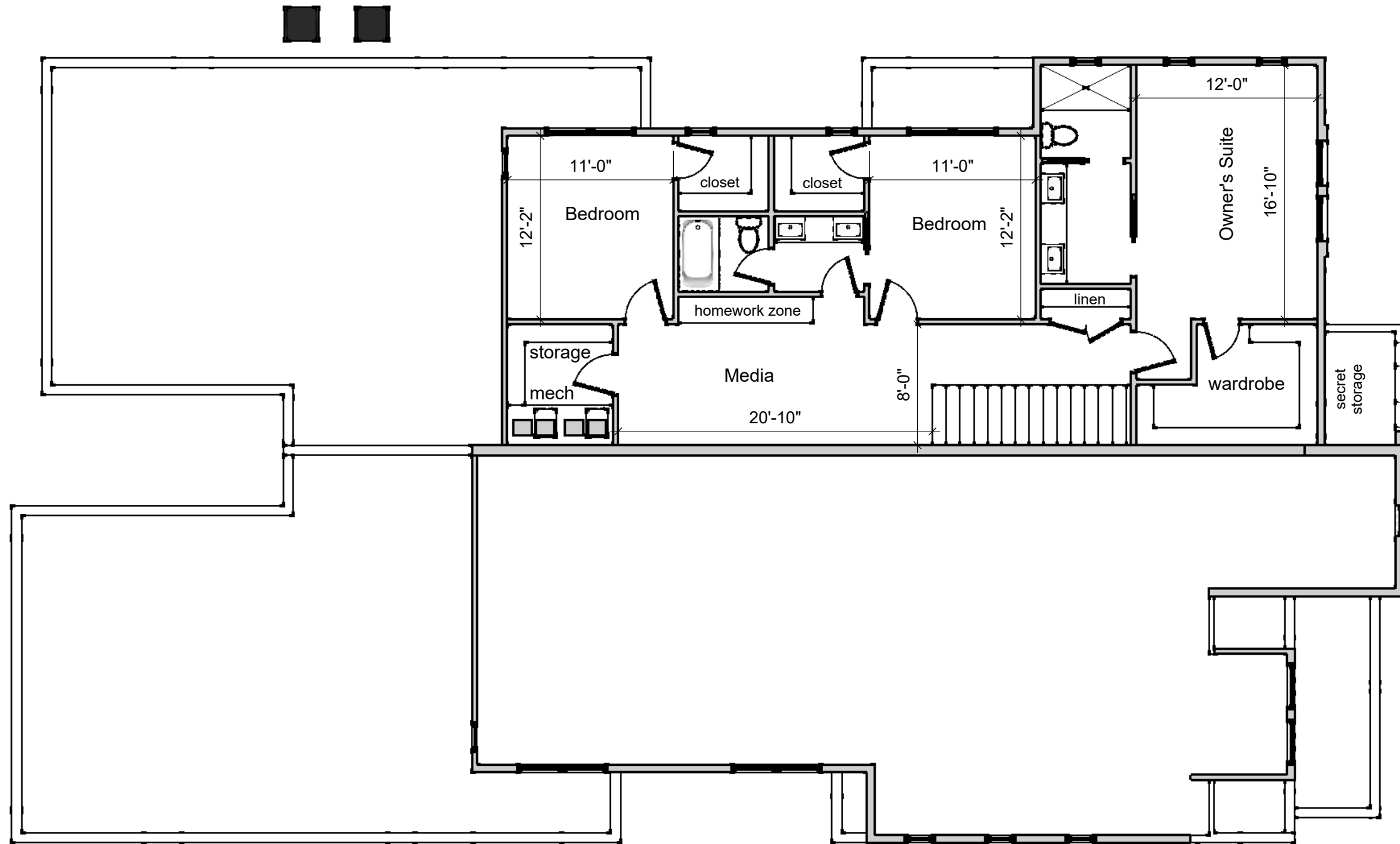
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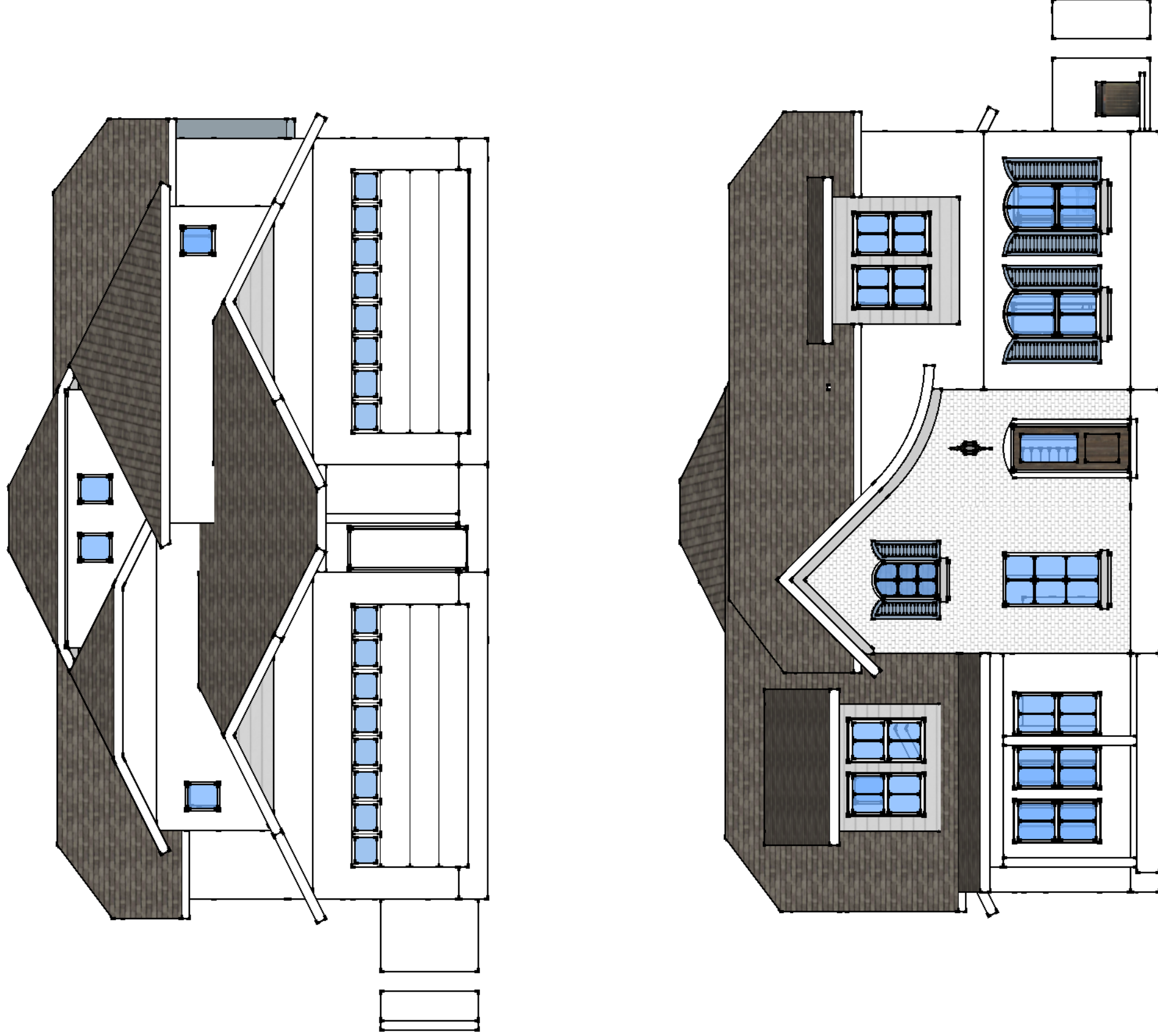
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A2 - 2nd Floor Plan
 Scale: 1/8" = 1' - 0"





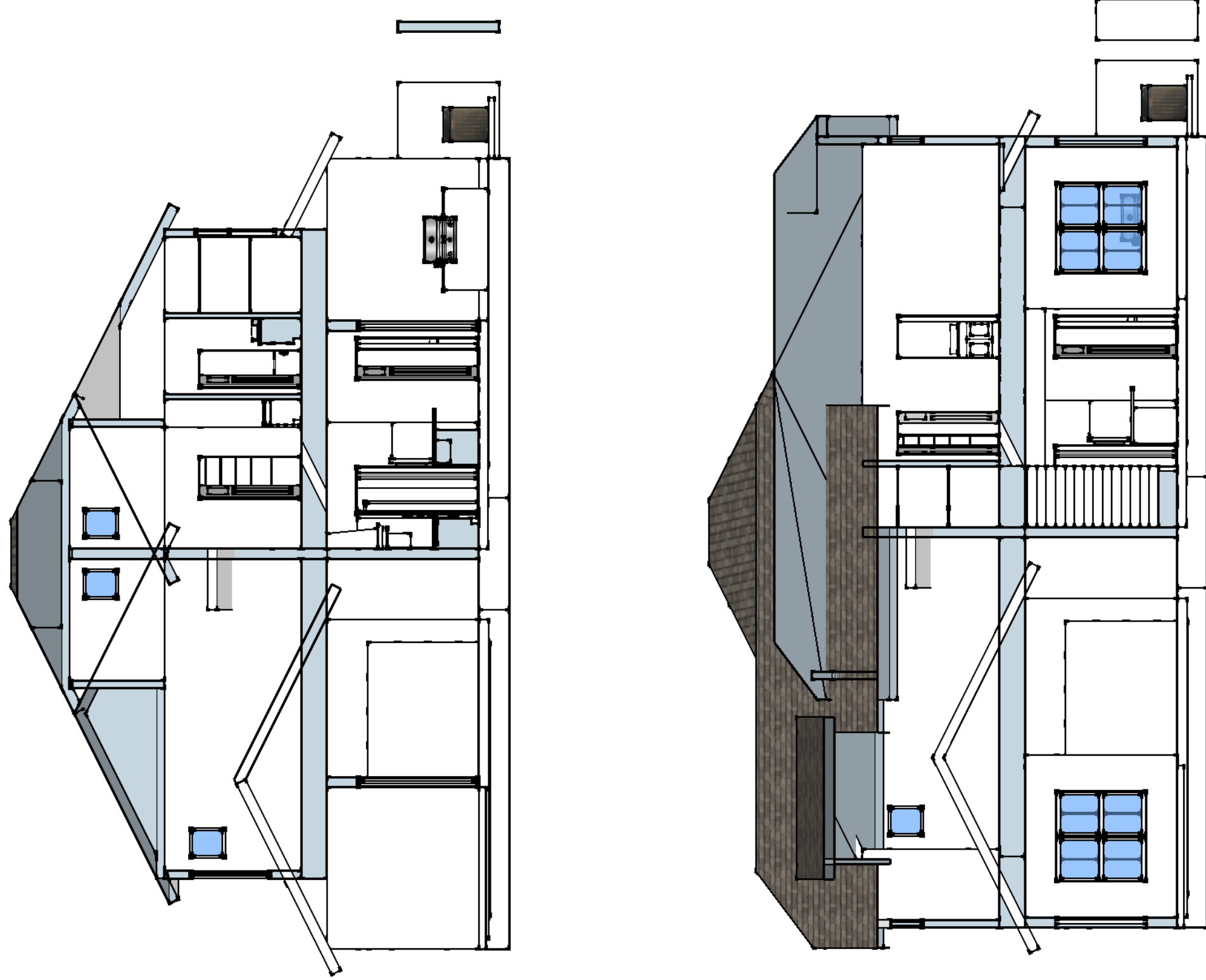
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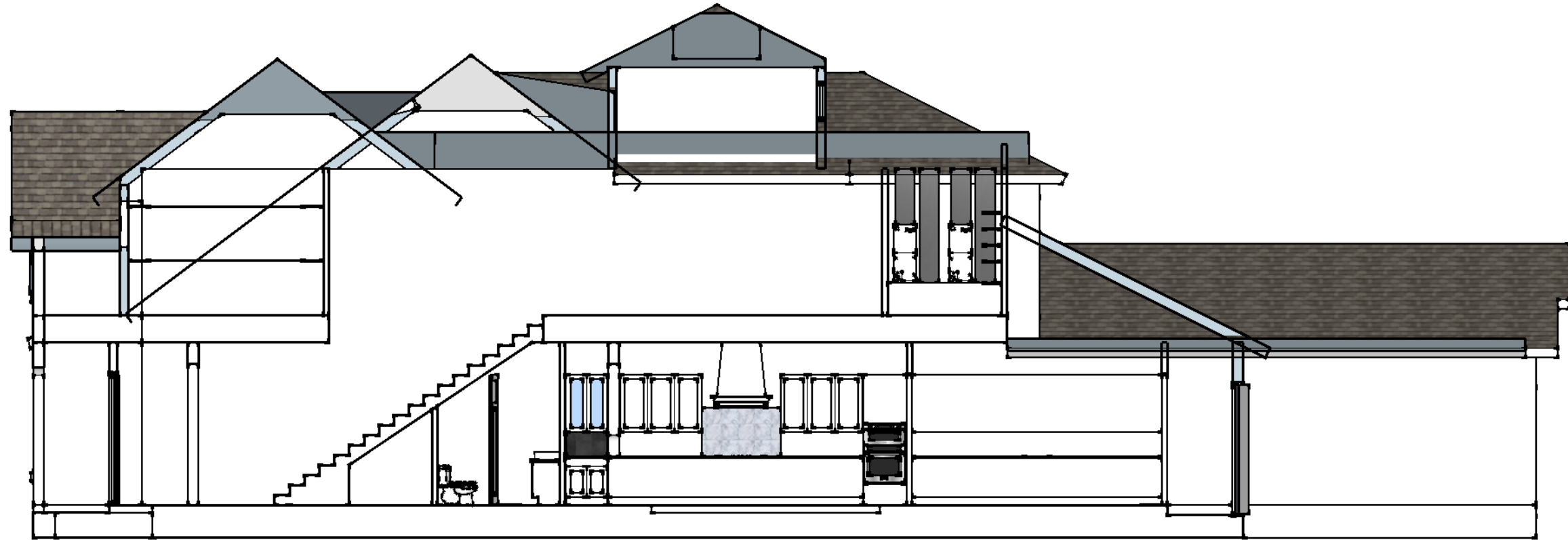
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A5 - Sections
Scale: 1/8" = 1' - 0"





A6 - Sections
Scale: 1/8" = 1' - 0"

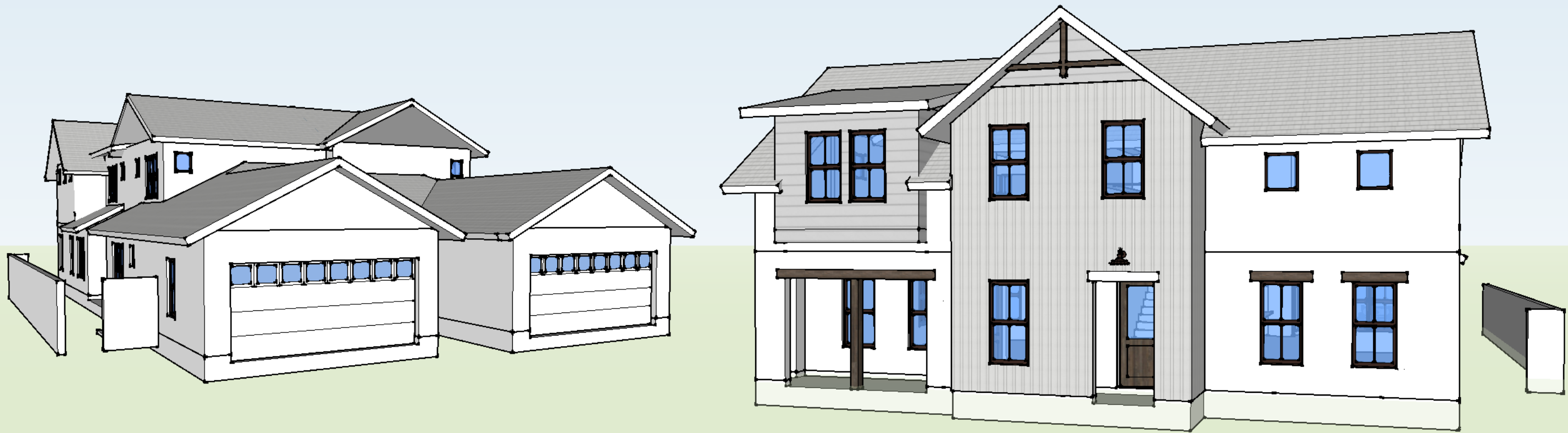


Enclave Plan 1

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Garage	467
Under Roof	3361

Lot Area



Kg3d Home Design LLC
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Winter Park FL 32789
(321) 439-1047

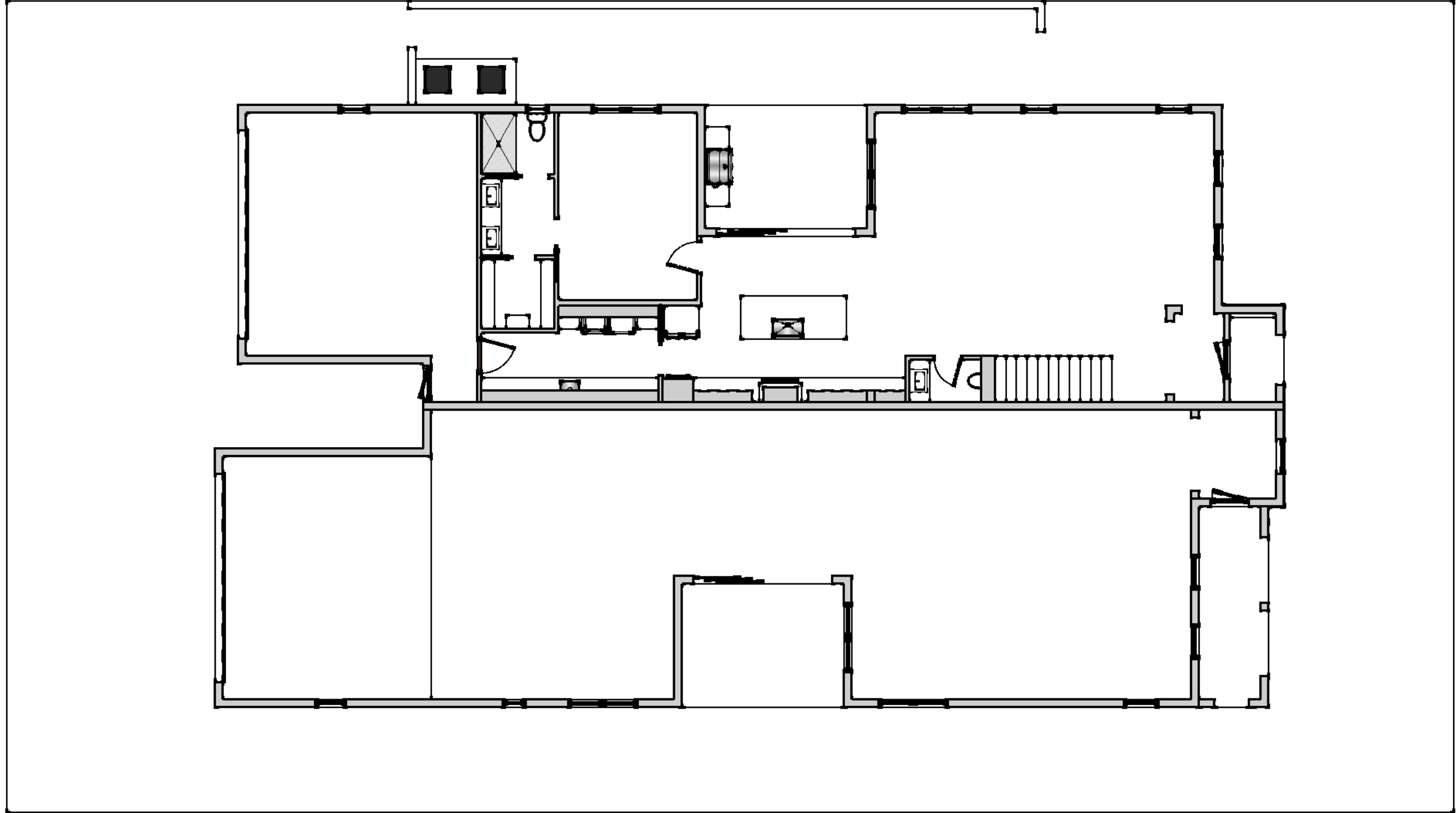


Enclave Plan 1
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Street Address
City State Zip

GroningerHomes.com
Design Build Consult
(321) 352-5202

Date
06/29/21

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01 of 8



SP - Site Plan
Scale: 1" = 10' - 0"

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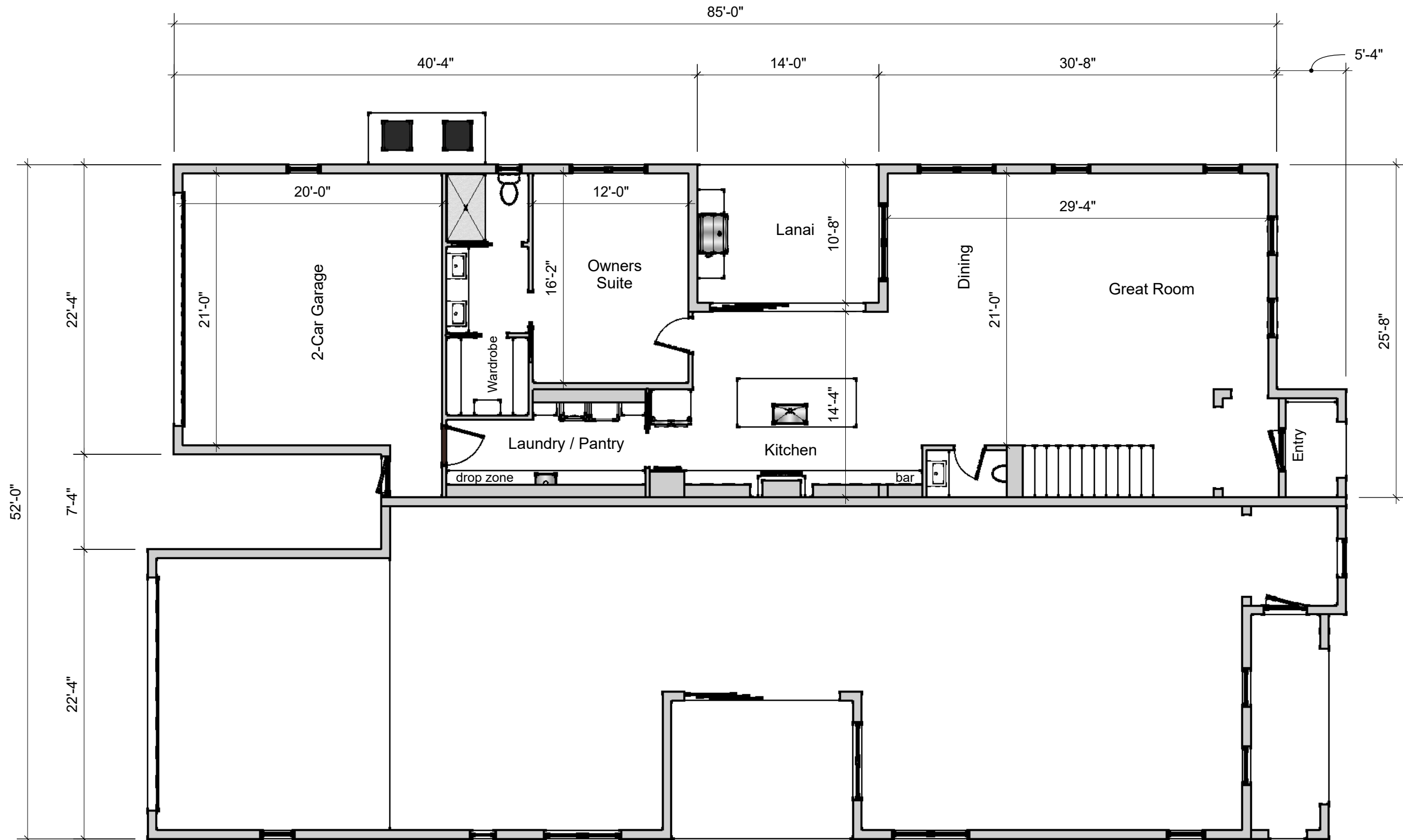


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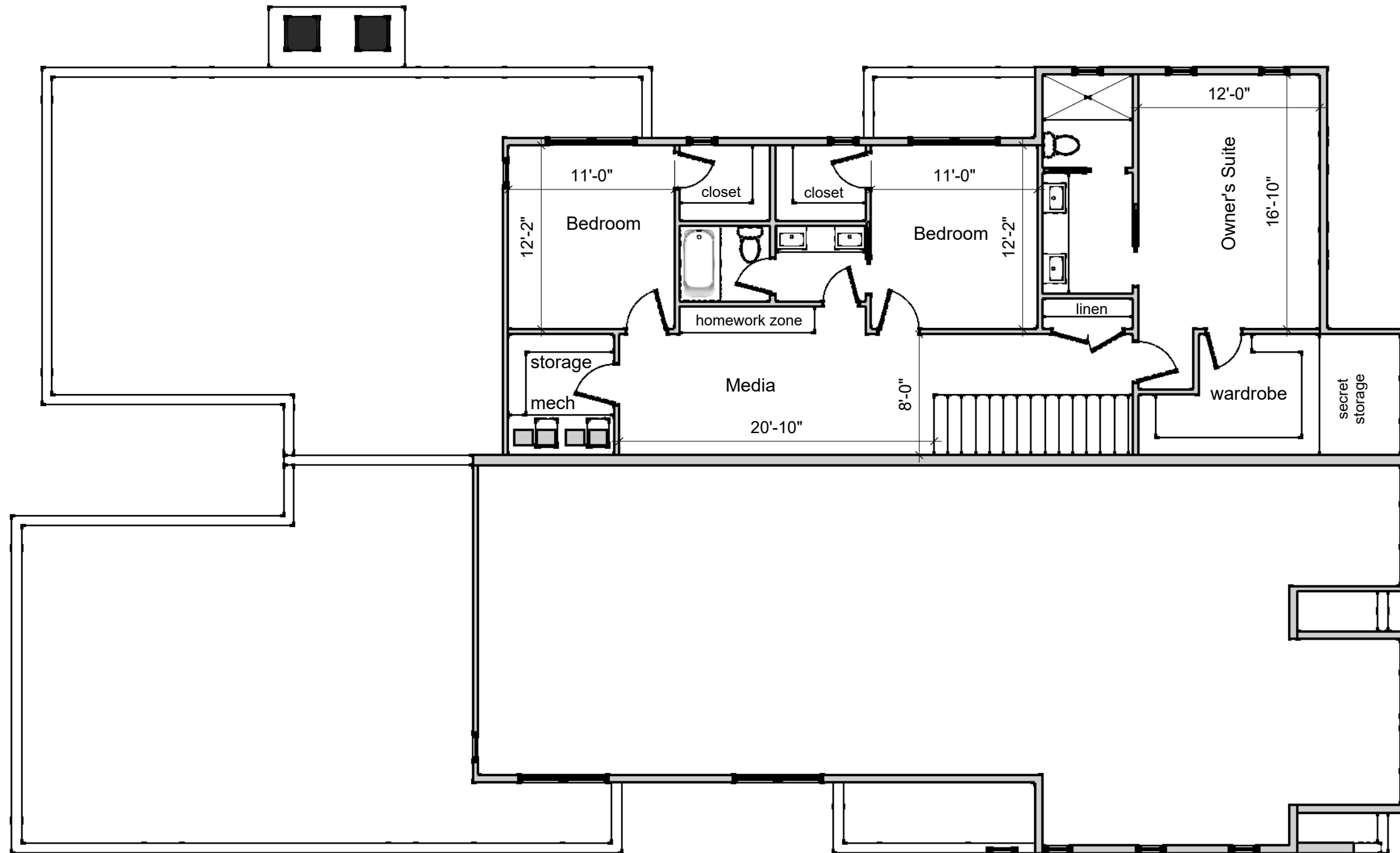
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06/29/21

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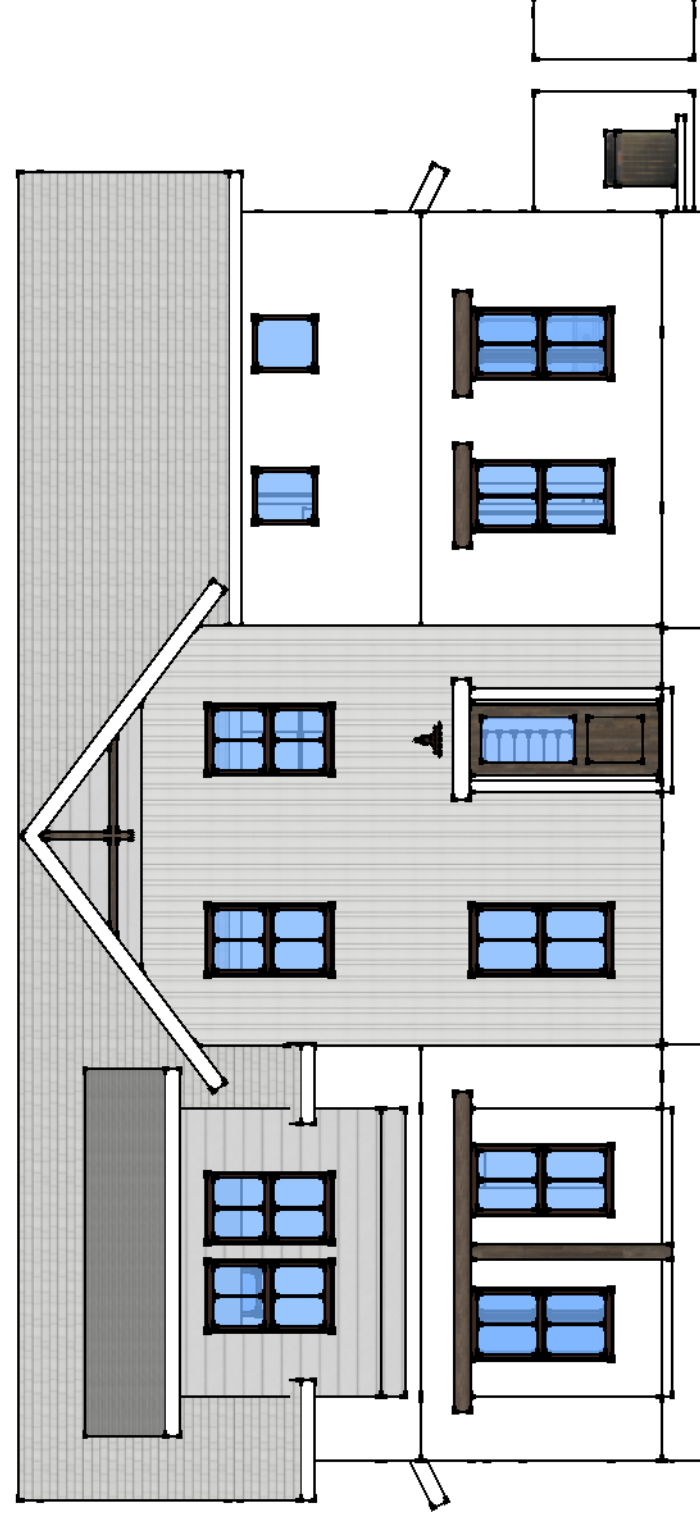
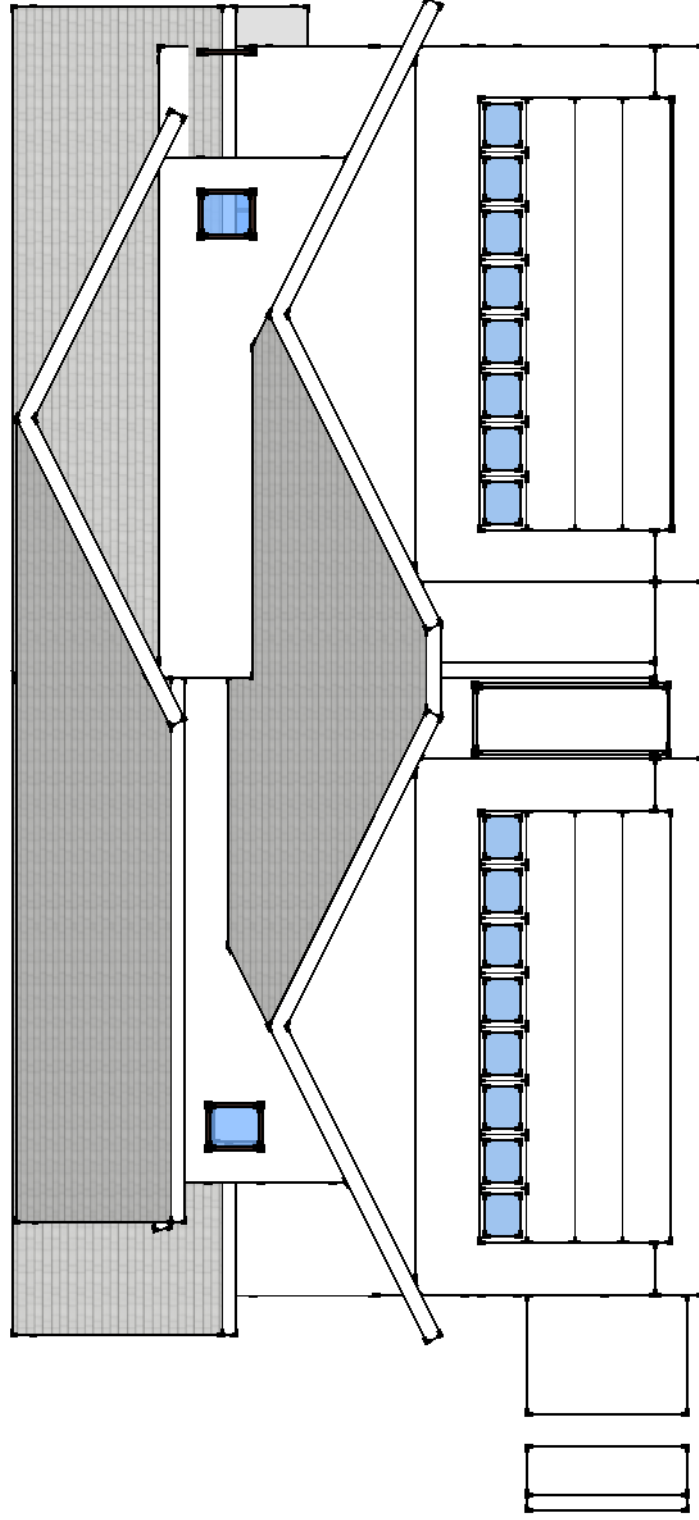
A1 - 1st Floor Plan
Scale: 1/8" = 1' - 0"





A2 - 2nd Floor Plan
 Scale: 1/8" = 1' - 0"





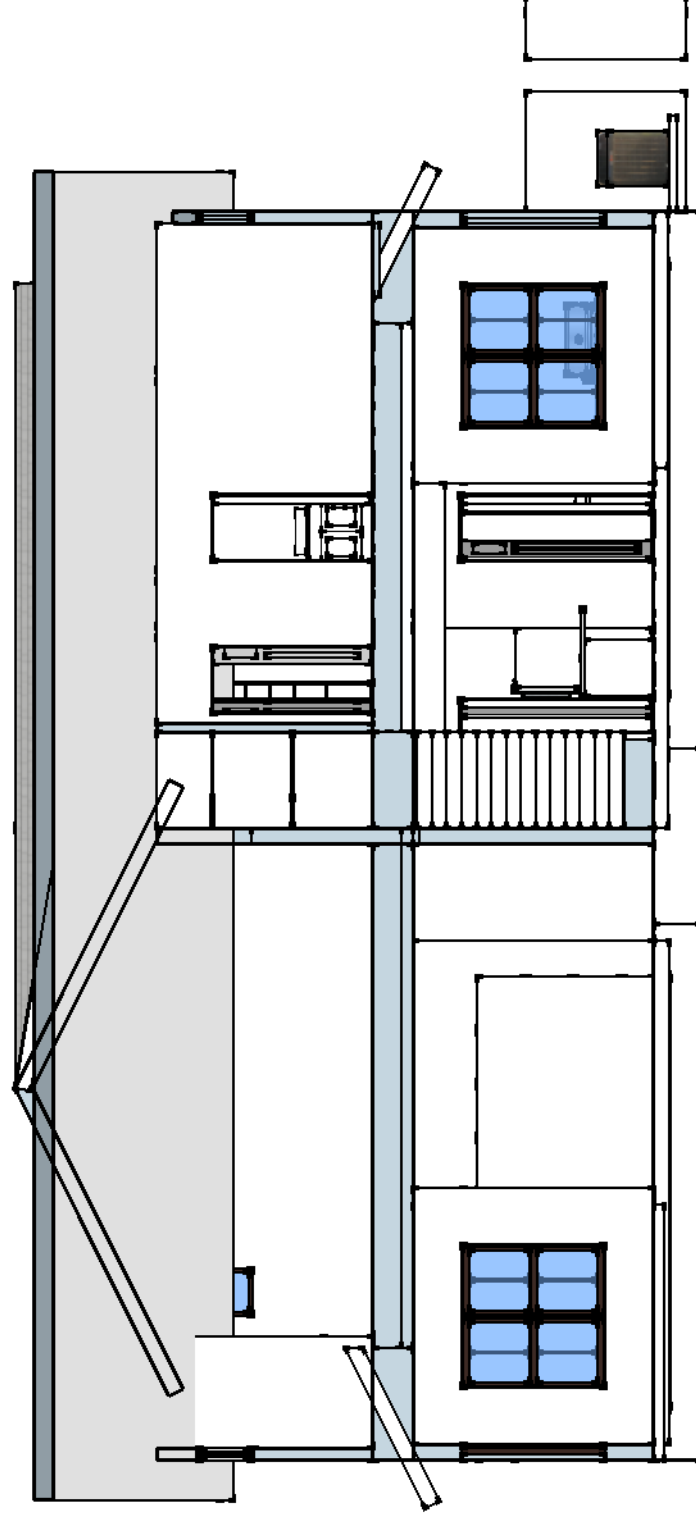
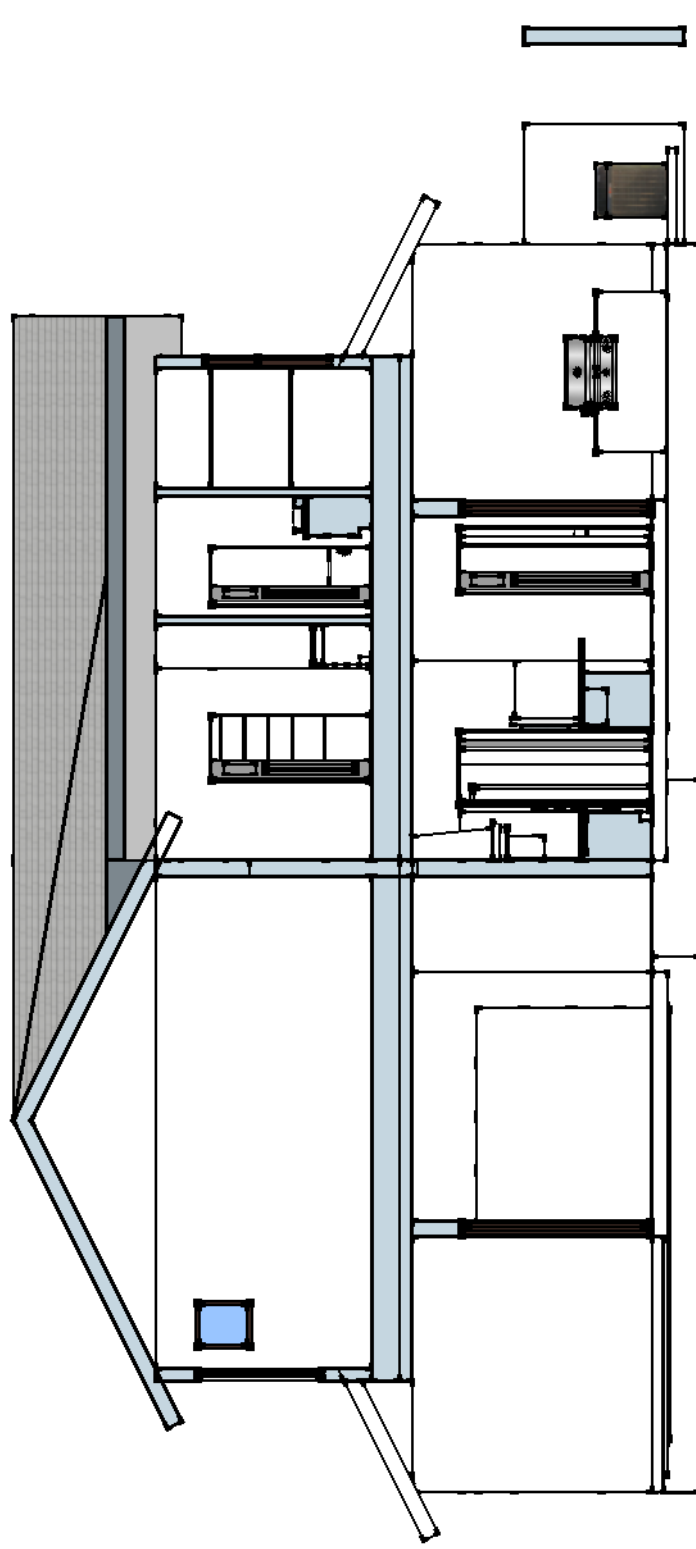
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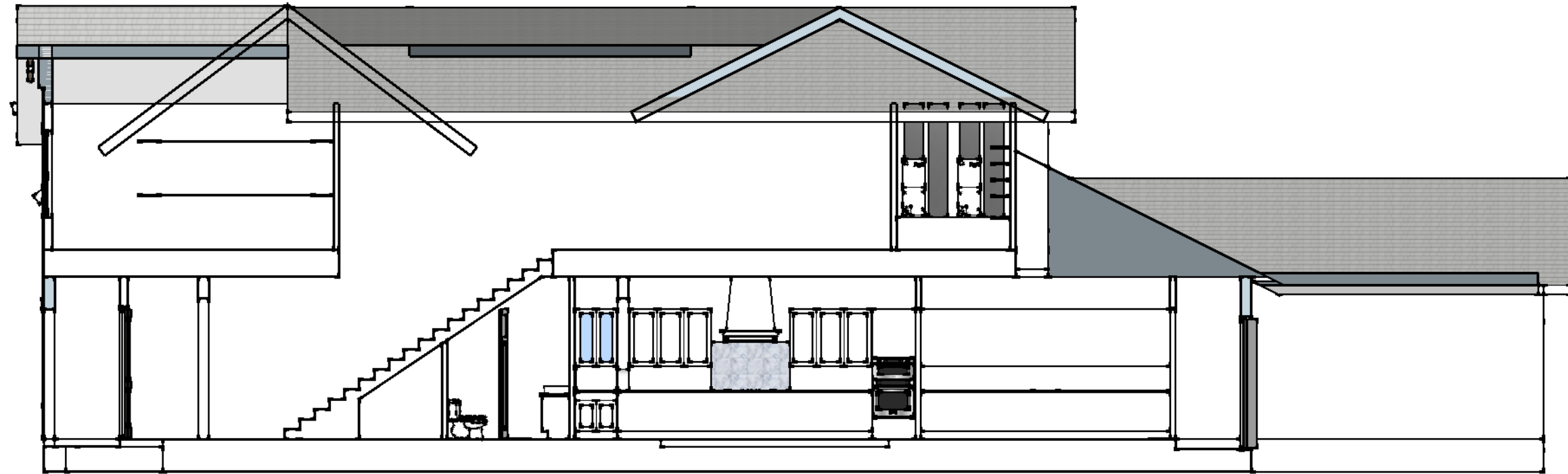
A4 - Elevations
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A5 - Sections
Scale: 1/8" = 1' - 0"





A6 - Sections
Scale: 1/8" = 1' - 0"

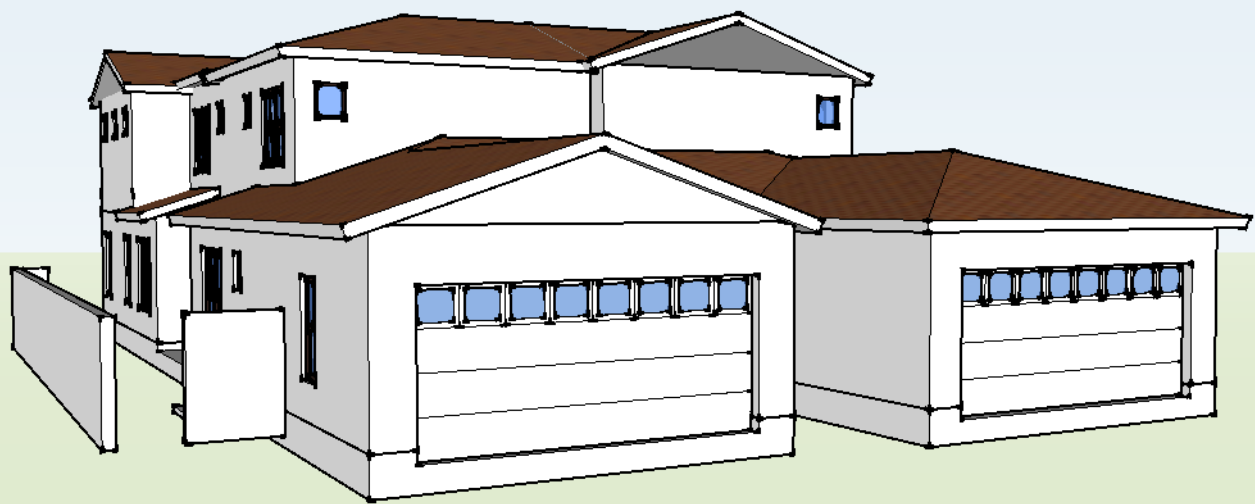


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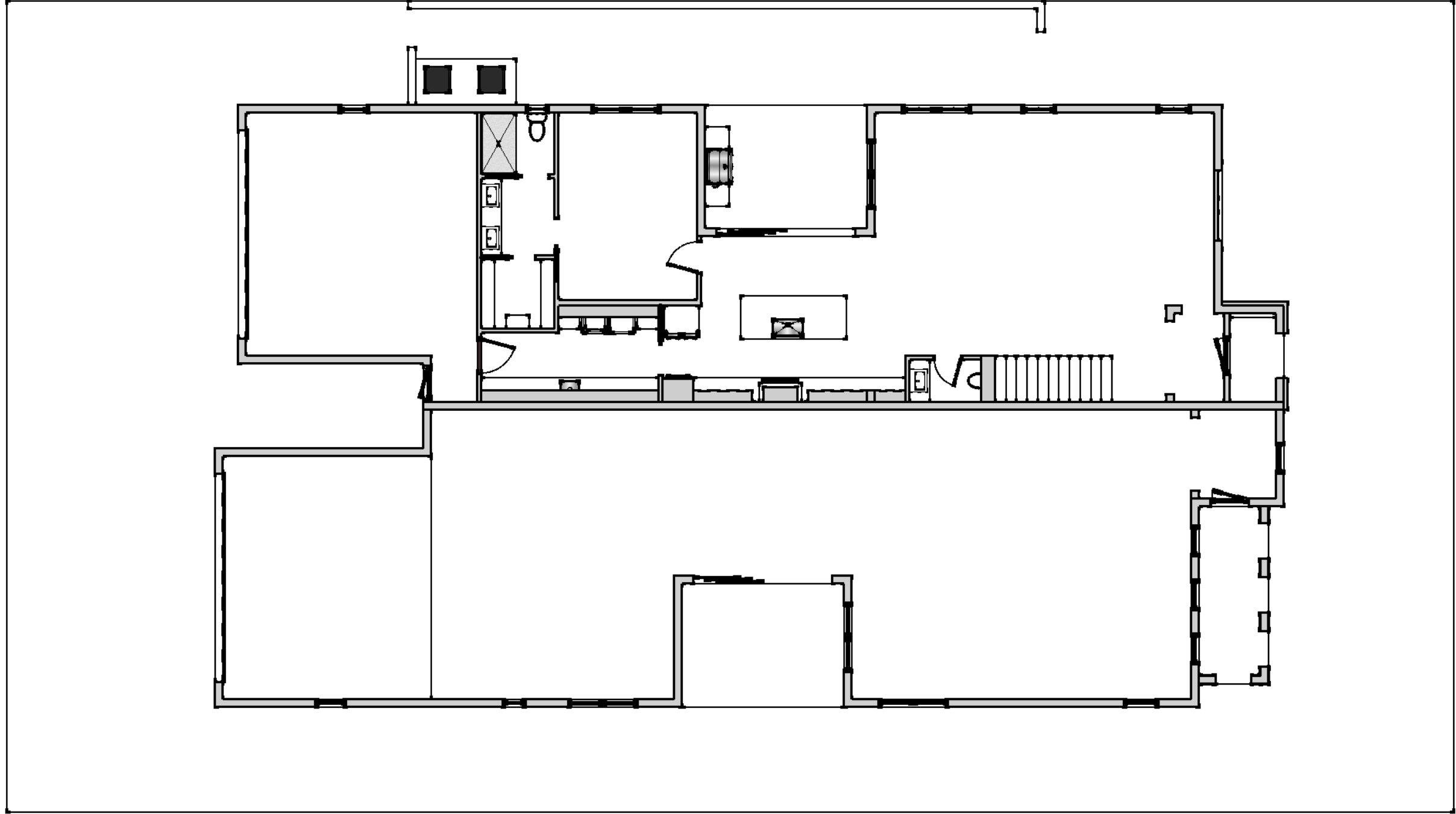


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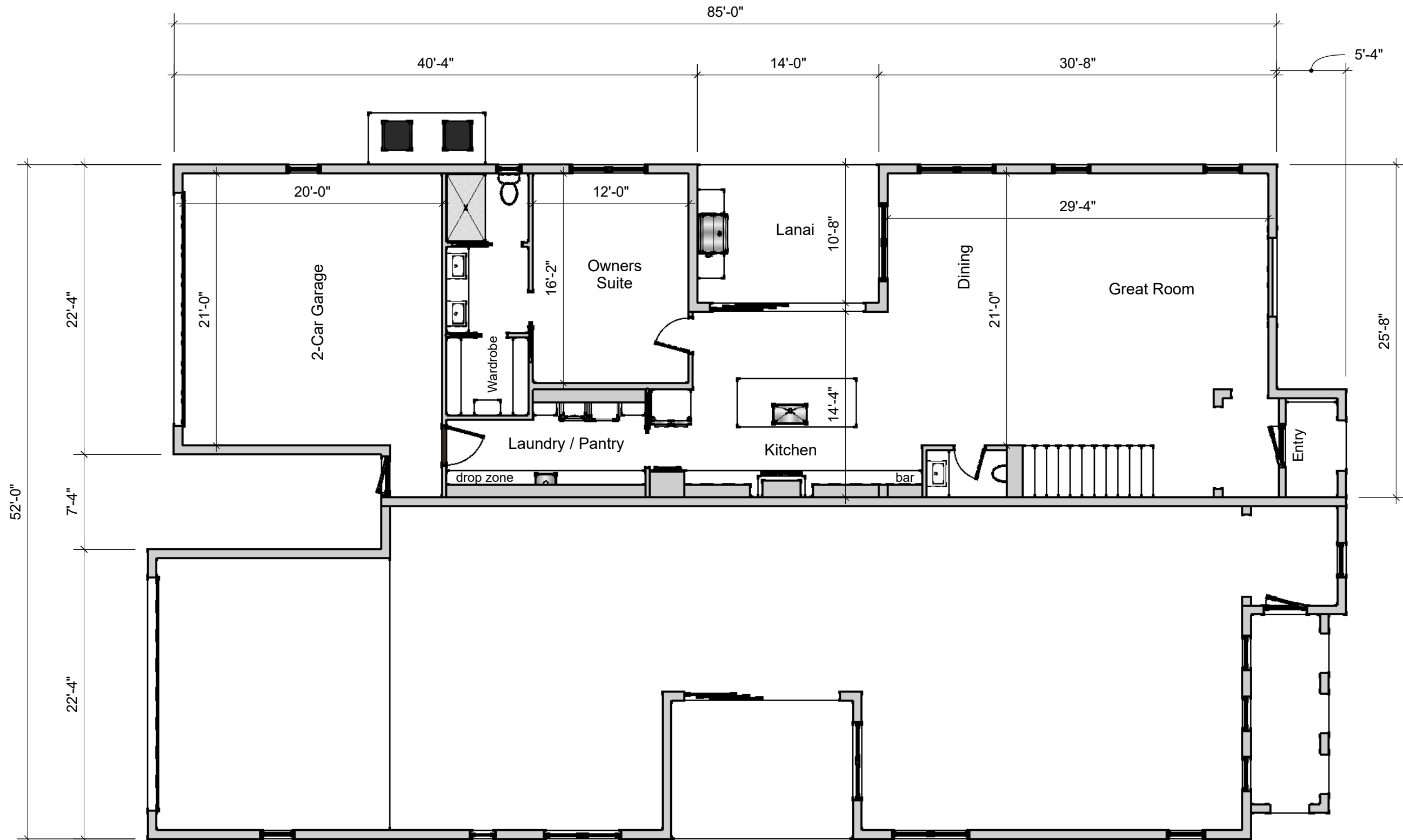
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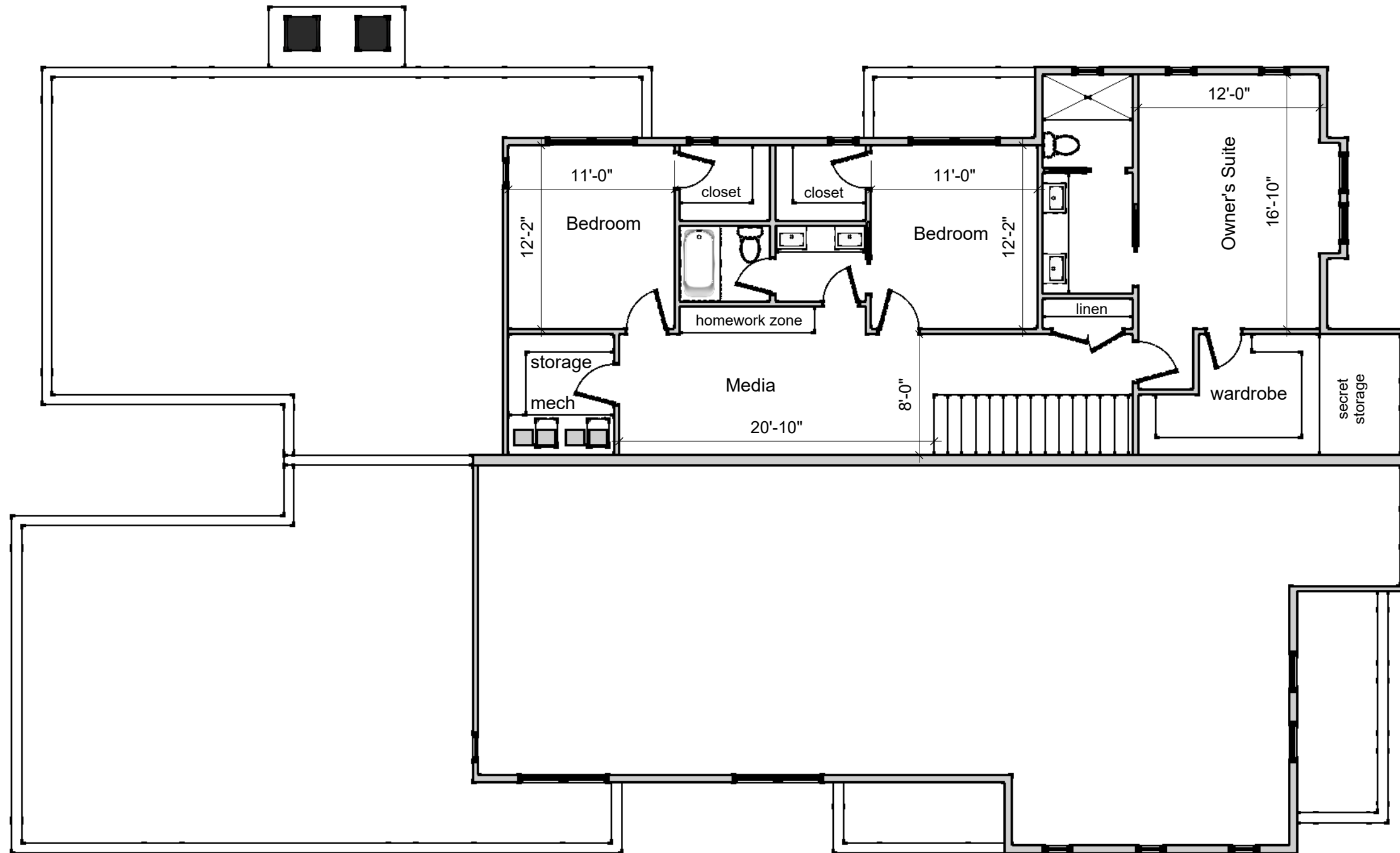
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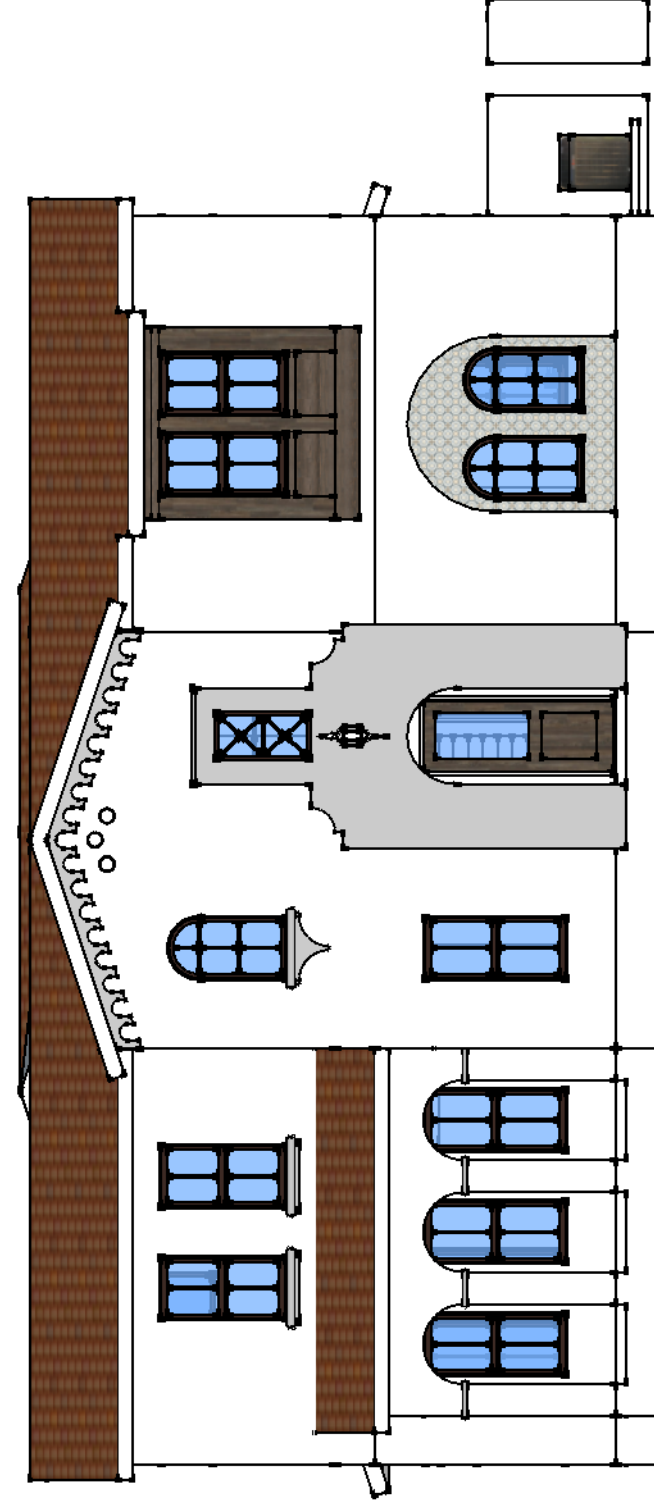
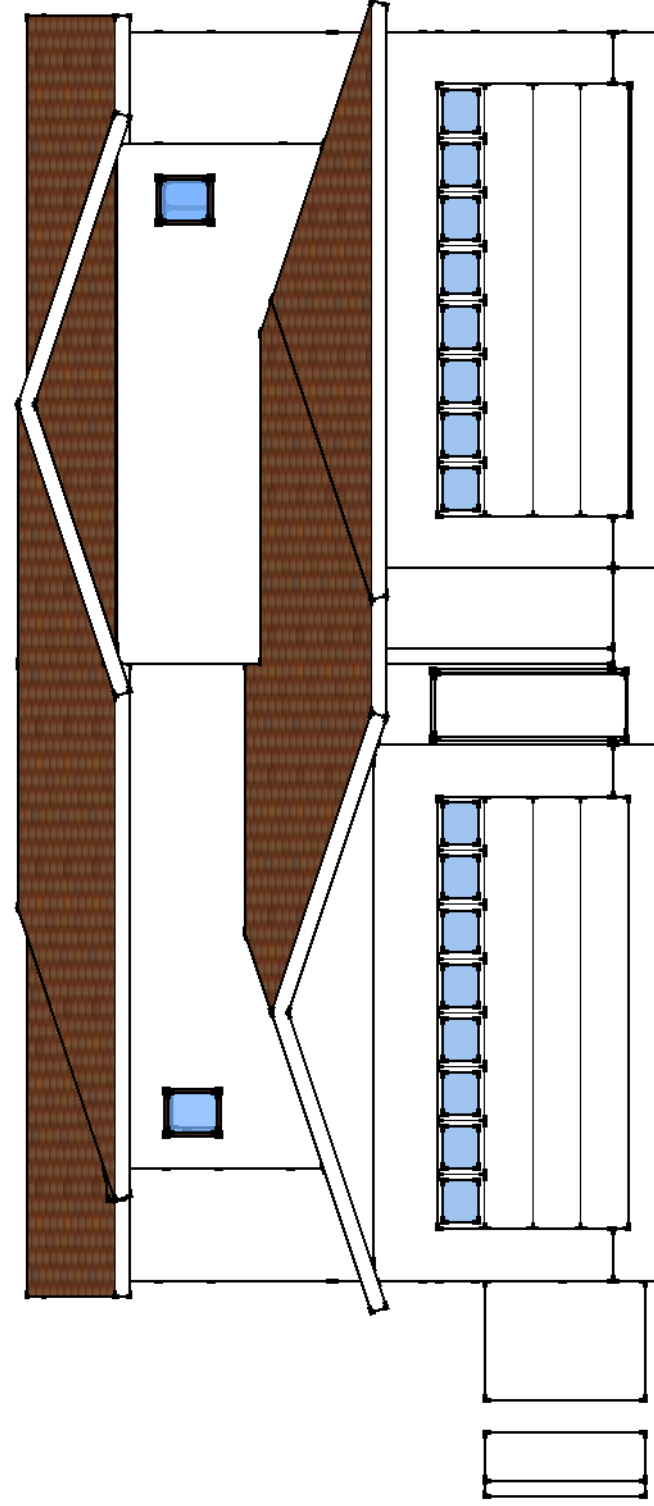
A1 - 1st Floor Plan
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A2 - 2nd Floor Plan
 Scale: 1/8" = 1' - 0"





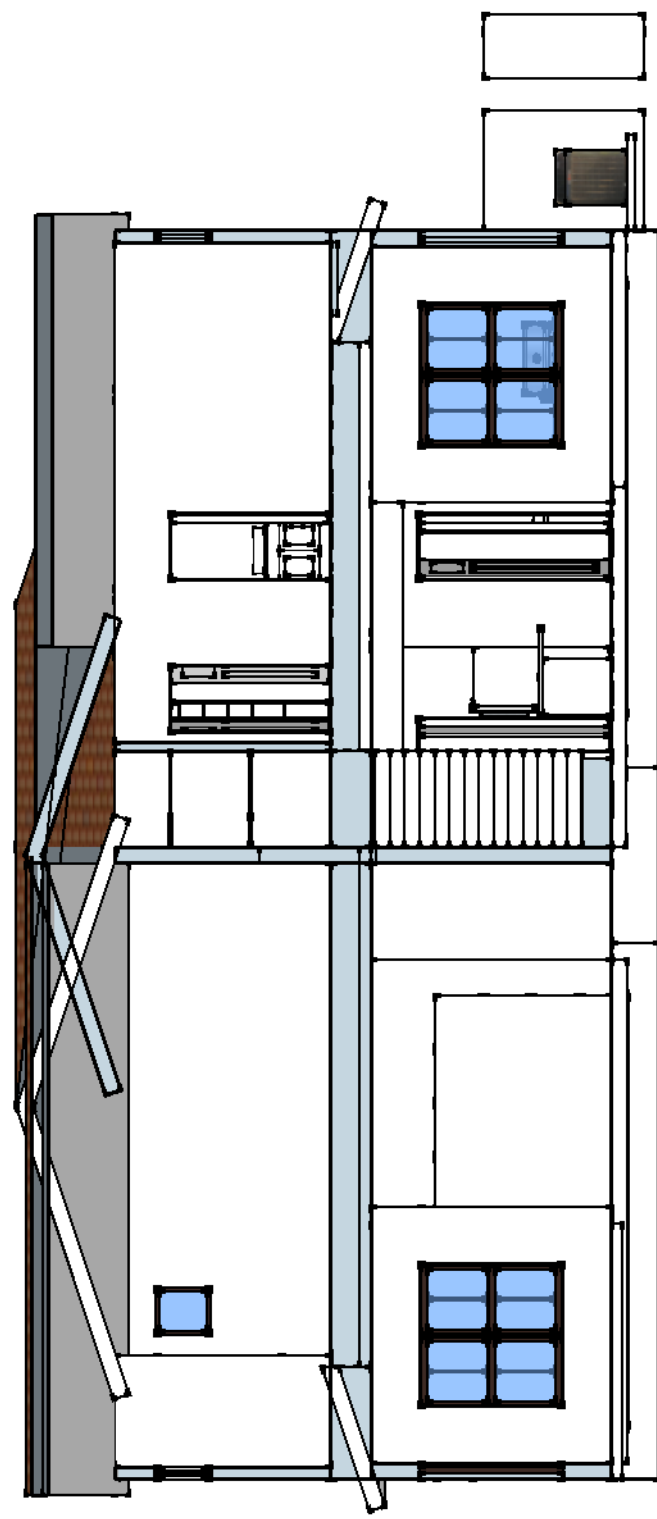
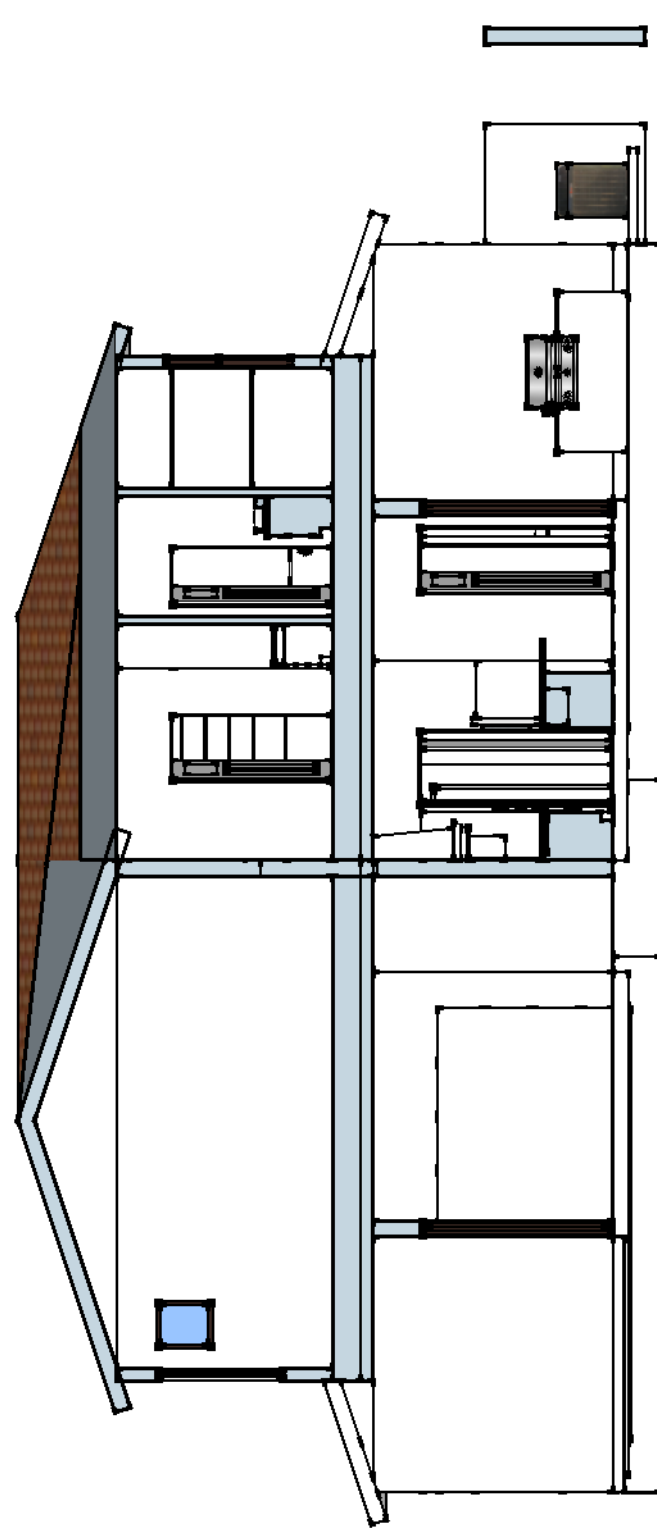
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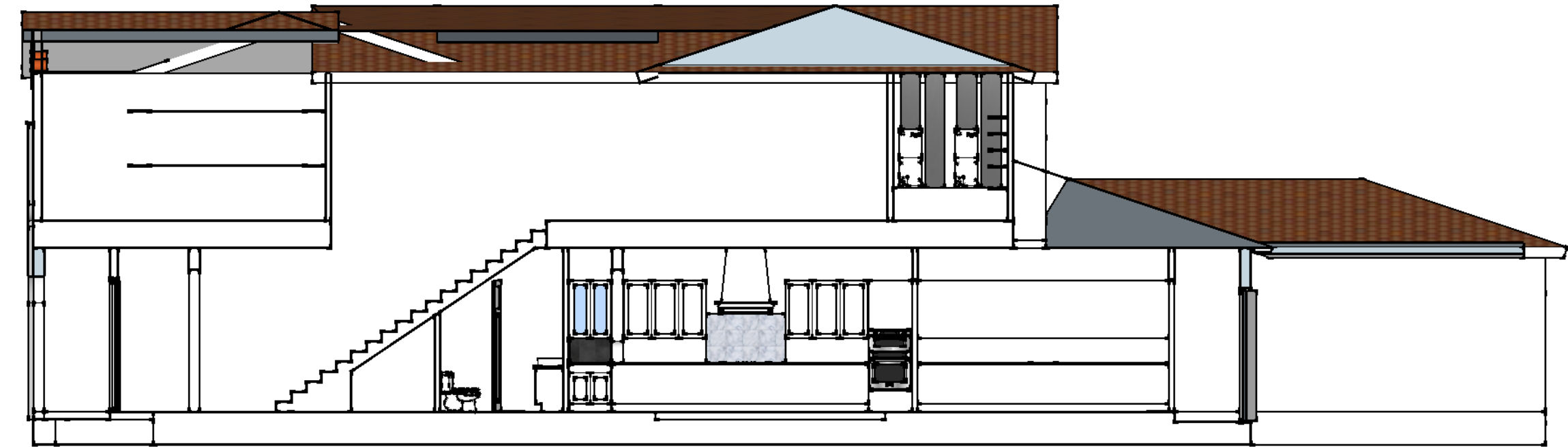
A4 - Elevations
Scale: 1/8" = 1' - 0"





A5 - Sections
Scale: 1/8" = 1' - 0"





A6 - Sections
Scale: 1/8" = 1' - 0"



THE ENCLAVE IN WINTER PARK DEVELOPMENT STANDARDS

LOT TYPE:	A	B	C	D
<u>Regulations</u>				
Lot width	59'	57'	64'	67'
lot depth	134.4'	134.4'	124'	124'
Total lot size (sq.ft.)	7,929	7,658	7,936	8,308
Max. density (du/ac)	5.0	5.0	5.0	5.0
Front setback (1)	20'	20'	20'	20'
Side setback (2) (3)	6.5	6.5	6.5	6.5
Recreation area side setback	20'	n/a	20'	n/a
Rear setback (4)	20'	20'	n/a	n/a
Center Park rear setback	n/a	n/a	10'	10'
Street-side setback (for front yard-facing garages) (5)	n/a	n/a	n/a	10'
Side yard setbacks to 2nd floor	8.5'	8.5'	8.5'	8.5'
Accessory structures side and rear setbacks (including detached garages & guest house)	5'	5'	5'	5'
Min. living space principal structure(sq.ft.)	1,200	1,200	1,200	1,200
Max. F.A.R (7)	55%	55%	55%	55%
Max. I.S.R (6) (8)	60%	60%	60%	60%
Max. height	35'	35'	35'	35'

Notes:

- 1) Measured from closest concrete edge (sidewalk or curb)
- 2) Does not include setbacks bordering recreation areas
- 3) Does not include lots bordering a street
- 4) Does not include lots bordering "Center Park"
- 5) Will be 20' from nearest concrete edge if garage faces side yard
- 6) Excludes roads & sidewalks.
- 7) Open porches, screen enclosures, open cabanas and attached breezways
- 8) Credit for rear-lot garages shall be given for distance equal to primary dwelling length by 8 feet width

Additional Development Standards:

- 1) All dwellings must include a entry element (open porch or stoop) that may infringe into front yard setback up to 8 feet (FAR exempt)
- 2) Front facing garages shall be allowed with homeowner association review and approval
- 3) 5 foot minimum rear & side setbacks for all site improvements (pool, patio, 8' high cabana or accessory structure walls)
- 4) Shared driveways may be allowed with approval of the homeowners association
- 5) HVAC equipment may be placed within the side yard setback when screened from the adjacent lot by 30" high stucco-concrete or brick wall. Landscaping screening is required to block view from street.
- 6) Rear-yard located garages may be attached with an open or enclosed breezway that shall not count toward the FAR
- 7) Pool water edge may be placed at edge of rear and side property lines within respective rear yards. Pool decks may be placed within side or rear property setbacks up to 50% of building setback. Screen enclosure require homeowners association approval
- 8) All lots with rear yards abutting the "Recreation trail" shall be limited to metal privacy fence with 3 1/2" open spacing
- 9) Each residence shall provide space for four off-street vehicles
- 10) Circular drives shall be permitted only with homeowners association approval
- 11) One common drive may serve two abutting properties without meeting the driveway setback requirement
- 12) Open second story balconies may be permitted above first floor open porch and will be excluded from FAR requirement
- 13) Minor deviations of the floor area ratio for principal dwelling and cottage dwelling may be considered up to three additional percent
- 14) Accessory guest house dwelling may be allowed and may include cooking facilities but may not be used as a rental dwelling
- 15) Screen pool enclosures may be permitted up to an additional 10 percent of the lot area in addition to the permitted building area
- 16) The area between a building and a street shall be landscaped with grass, plantings or both and shall require association approval
- 17) The principal dwelling may be placed in either the front or rear of the lot
- 18) Two off-street parking spaces shall be required for each principal building and one space shall be required for accessory dwelling
- 19) Driveway and parking surfaces may be placed one foot from rear or side property line if drainage flows away from neighboring property
- 20) Rear yard garages and accessory structures shall not exceed 8 feet high wall height



THE ENCLAVE - TOWNHOME PERSPECTIVE

Luminaire Location Summary					
LumNo	Label	X	Y	Z	Orient
1	A	15951.7	16003.5	16	90
2	A	16051.7	16003.5	16	90
3	A	16151.7	16003.5	16	90
4	A	15993.1	16072.5	16	180
5	A	16033.1	16113.7	16	140
6	A2	16093.7	16111.1	16	0
7	C	16347.6	16081.3	16	0
8	C	16347.1	16184.8	16	0
9	C	16344.1	16271.1	16	0
10	C	16455.6	16401.4	16	270
11	C	16365.2	16401.1	16	270
12	C	16274.4	16400.8	16	270
13	CB	16235.1	16027.5	16	270
14	CB	16469.2	16026.3	16	270
15	CB	16397	16026.5	16	270
16	CB	16317.9	16027.4	16	270
17	CB	16343.5	16341.1	16	0
18	CB	16233	16344.5	16	180
19	CB	16239.5	16129.8	16	180
20	CB	16236	16270	16	180
21	CB	16239.2	16200	16	180
22	CB	16241.1	16060	16	180

FOOTCANDLE ANALYSIS BY PHOTOMETRICS LLC 7/1/2021.

THE PARKING SURFACE IS ASSUMED TO BE ASPHALT.

LIGHT FIXTURES ARE 55 WATT & 80 WATT LED, MOUNTED AT 16FT ABOVE GRADE.

ALL LIGHTS ARE FULL CUTOFF WITH NO TILT.

"CB" LIGHTS HAVE BACKLIGHT CONTROL SHIELDS.

20FT POLE RADIUS SHOWN FOR EACH LIGHT FIXTURE.

THIS LAYOUT MEETS IES RP20-14 RECOMMENDATIONS FOR BASIC PARKING LOT LIGHTING LEVELS AND UNIFORMITY.

FOOTCANDLE READINGS DO NOT INCLUDE SHADOWING EFFECTS CAUSED BY OBSTRUCTIONS ONSITE SUCH AS BUILDINGS, TREES, ETC.

THE IES PHOTOMETRIC COMPUTER FILES USED FOR THIS ANALYSIS WERE PROVIDED BY THE MANUFACTURER(S) OF THE LIGHT FIXTURE(S) USED ON THIS PROJECT. THE ACCURACY OF THESE FILES ARE THE RESPONSIBILITY OF THE MANUFACTURER(S).

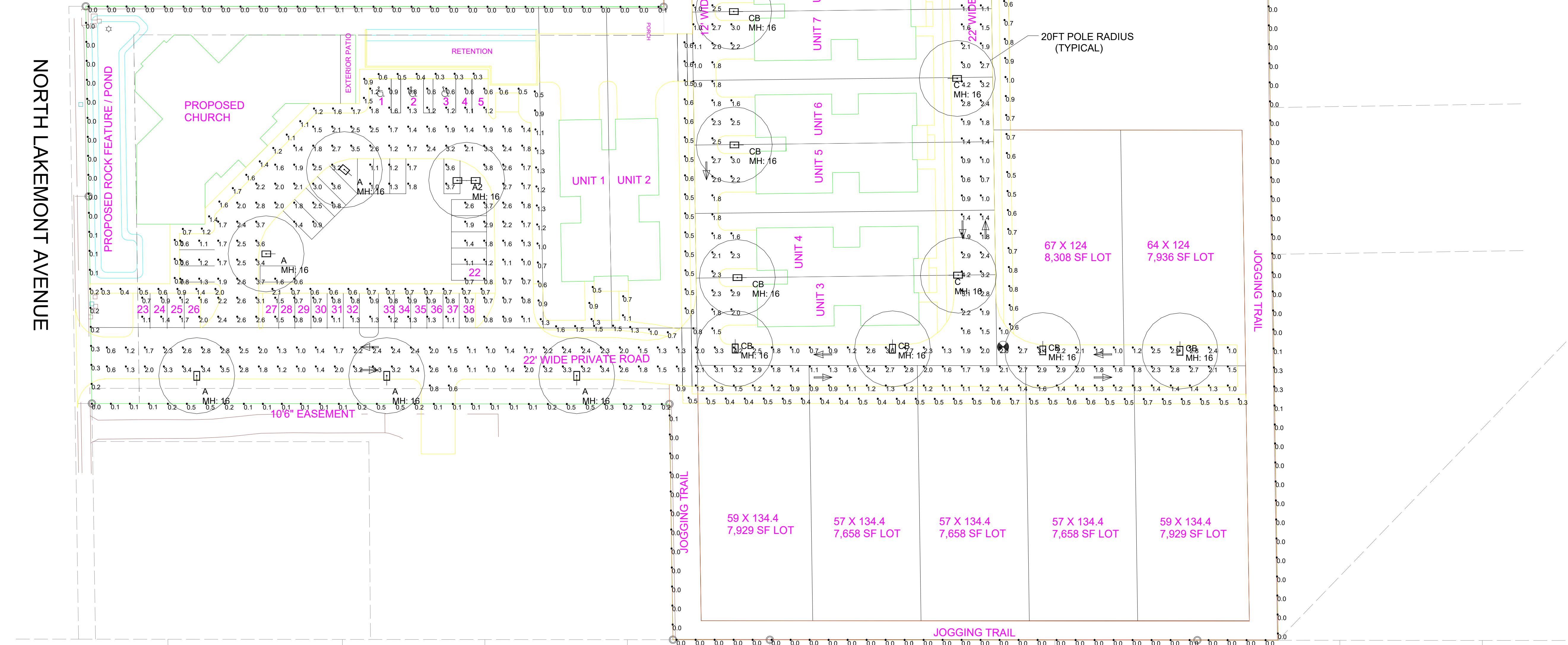
CONFORMANCE TO ANY AND ALL FACILITY, LOCAL, STATE, OR NATIONAL CODES AND REQUIREMENTS IS THE RESPONSIBILITY OF THE OWNER AND/OR THE OWNER'S REPRESENTATIVE.

CAREFUL PLACEMENT AND ORIENTATION OF THE LIGHT FIXTURES ONSITE IS REQUIRED FOR THIS COMPUTER SIMULATION TO BE ACCURATE.

NORMAL TOLERANCES OF VOLTAGE, TEMPERATURE, LAMP OUTPUT, AND BALLAST AND LUMINAIRE MANUFACTURER WILL AFFECT RESULTS.

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	LLF	Description	BUG Rating
	5	A	SINGLE	1.000	Beacon VP-S-36L-80-4K7-4W-UNV	80.52 B1-U0-G2
	1	A2	BACK-BACK	1.000	Beacon VP-S-36L-80-4K7-4W-UNV	80.52 B1-U0-G2
	6	C	SINGLE	1.000	Beacon VP-S-24L-55-4K7-3	54 B1-U0-G2
	10	CB	SINGLE	1.000	Beacon VP-S-24L-55-4K7-3-BC	54.88 B0-U0-G1

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	
Alley	ILLUMINANCE	Fc	1.82	3.0	0.8	2.28	3.75	
Church Parking	ILLUMINANCE	Fc	1.69	3.8	0.6	2.82	6.33	
Entry & Private Road	ILLUMINANCE	Fc	1.92	4.3	0.6	3.20	7.17	
Property Line	ILLUMINANCE	Fc	0.05	0.5	0.0	N.A.	N.A.	
Sidewalks	ILLUMINANCE	Fc	0.70	2.1	0.1	7.00	21.00	



Photometrics LLC
2129 Chinook Tr
Maitland, FL 32751
(407) 330-8220

Revisions

#	Date	Comments

THE ENCLAVE
WINTER PARK, FL
Photometric Plan

Draen By: Bob Veazey
Checked By:
Date: 7/1/2021

Scale: 1"=30' (at 24"x36" Print Size)

119

THE ENCLAVE IN WINTER PARK DEVELOPMENT STANDARDS

LOT TYPE:	A	B	C	D
<u>Regulations</u>				
Lot width	59'	57'	64'	67'
lot depth	134.4'	134.4'	124'	124'
Total lot size (sq.ft.)	7,929	7,658	7,936	8,308
Max. density (du/ac)	5.0	5.0	5.0	5.0
Front setback (1)	20'	20'	20'	20'
Side setback (2) (3)	6.5	6.5	6.5	6.5
Recreation area side setback	20'	n/a	20'	n/a
Rear setback (4)	20'	20'	n/a	n/a
Center Park rear setback	n/a	n/a	10'	10'
Street-side setback (for front yard-facing garages) (5)	n/a	n/a	n/a	10'
Side yard setbacks to 2nd floor	8.5'	8.5'	8.5'	8.5'
Accessory structures side and rear setbacks (including detached garages & guest house)	5'	5'	5'	5'
Min. living space principal structure(sq.ft.)	1,200	1,200	1,200	1,200
Max. F.A.R (7)	55%	55%	55%	55%
Max. I.S.R (6) (8)	60%	60%	60%	60%
Max. height	35'	35'	35'	35'

Notes:

- 1) Measured from closest concrete edge (sidewalk or curb)
- 2) Does not include setbacks bordering recreation areas
- 3) Does not include lots bordering a street
- 4) Does not include lots bordering "Center Park"
- 5) Will be 20' from nearest concrete edge if garage faces side yard
- 6) Excludes roads & sidewalks.
- 7) Open porches, screen enclosures, open cabanas and attached breezways
- 8) Credit for rear-lot garages shall be given for distance equal to primary dwelling length by 8 feet width

Additional Development Standards:

- 1) All dwellings must include a entry element (open porch or stoop) that may infringe into front yard setback up to 8 feet (FAR exempt)
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To: Mr. Gary Davis
Compass Development
Management, Inc.
543 Mary Jess Road
Orlando, FL 32839

Date: June 28, 2021

Memorandum

Project #: 63867.00

From: VHB, Inc.
225 E. Robinson St., STE 300
Orlando, FL 32801

Re: Lakemont Property
Traffic Impact Summary

Introduction

The purpose of this memorandum is to document the traffic impacts from the Lakemont Property project in support of the PURD. Currently, the land uses consist of a church (3 separate buildings) on one parcel and vacant land on another parcel. Both parcels are Zoned R1-A. The proposed project consists of twelve (12) multi-family residential units, fourteen (14) single family residential units, and one (1) church building. The proposed site plan is provided as an attachment.

Trip Generation Comparison

The number of vehicle trips that will originate from, or are destined to, a development is dependent upon the type of land uses contained within that development. Trip rates used in this analysis are from the ITE publication, Trip Generation, 10th Edition. Tables 1 and 2 summarize the land use type, land use code and trip generation of the properties:

Table 1
Lakemont Project
Existing Trip Generation

AM Peak						Total Trips		
ITE		Size / Units	AM % IN	Daily Trips		AM Peak		
Code	Land Use					Total	Enter	Exit
560	Church	18,887 S.F.	60%	132		7	4	3
PM Peak						Total Trips		
ITE		Size / Units	PM % IN	Daily Trips		PM Peak		
Code	Land Use					Total	Enter	Exit
560	Church	18,887 S.F.	45%	132		10	5	5

Notes:

Institute of Transportation (ITE) Trip Generation Manual 10th Edition

Table 2
Lakemont Project
Proposed Trip Generation

AM Peak								
ITE Code	Land Use	Size / Units	AM % IN		Daily Trips	Total Trips		
						AM Peak		
						Total	Enter	Exit
220	Multifamily Low-Rise	12 D.U.	23%		50	7	2	5
210	Single Family Detached Housing	14 D.U.	25%		171	15	4	11
560	Church	6,550 S.F.	60%		46	2	1	1
Totals:					267	24	7	17

PM Peak								
ITE Code	Land Use	Size / Units	PM % IN		Daily Trips	Total Trips		
						PM Peak		
						Total	Enter	Exit
220	Multifamily Low-Rise	12 D.U.	63%		50	9	6	3
210	Single Family Detached Housing	14 D.U.	63%		171	16	10	6
560	Church	6,550 S.F.	45%		46	4	2	2
Totals:					267	29	18	11

Notes:
Institute of Transportation (ITE) Trip Generation Manual 10th Edition

The increase of trip generation volumes are 135 daily trips, 17 AM peak hour trips, and 19 PM peak hour trips respectively. The ITE Trip Generation Summary sheets are attached.

Roadway Segmentation Analysis

The project trips for the new office building provides access to Lakemont Avenue. The PM peak hour existing condition for roadway segment of Lakemont Avenue from Aloma Avenue to Pine Avenue is provided below:

Table 3
Lakemont Property
YR 2021 Existing Roadway Capacity Analysis

PM PEAK HOUR													
Roadway	No. of Adopted		Daily	2021	2021 Daily	Remaining	Over Capacity	PM Peak Hour Capacity	PM Peak Hour	2021	2021 Peak Hour	Remaining	Over Capacity
	Lanes	LOS	LOS Capacity	AADT	V/C Ratio	Daily Capacity	Yes/No		Direction	PM Peak Hour	V/C Ratio	PM Peak Hour Capacity	Yes/No
Lakemont Avenue													
Aloma Avenue to Pine Avenue	4	E	33,800	17,536	0.52	16,264	NO	1,700	NB	884	0.52	816	NO

Source:
VHB
Orange County 2021 AADT & Historical Counts

As shown above, Lakemont Avenue Drive is operating at an acceptable level of service (LOS). Historical traffic counts were obtained from the Orange County Traffic Count Database. Growth rates were calculated by using linear regression to determine the appropriate growth rate to apply to Corrine Drive for the future background condition. The growth rate derivation is provided below:

Table 4
Lakemont Property - Historical Growth Rate Summary

		2015	2016	2017	2018	2019	2022 Trend	Resulting Growth Rate	Used Growth Rate
Roadway	Segment	2015	2016	2017	2018	2019	2022		
Lakemont Avenue									
	Aloma Avenue to Pine Avenue	18,735	17,959	16,802	17,356	19,126	18,085	0.09%	2.00%

Source:

Orange County 2019 AADT & Historical Counts

The future background traffic volumes were added to the project trips to determine the capacity of the roadway segment. Project trip distribution was applied consistent with exiting PM peak hour traffic patterns. Table 5 shows the Lakemont Avenue will operate at an acceptable LOS for the future condition.

Table 5
Northwood Oaks
Future (YR 2021) PM Peak Hour Roadway Analysis

Roadway	No. of Lanes	Level of Service		2021 PM Pk Hour *	Count Year	Growth Rate **	Background Traffic		YR 2021 Project Traffic		Total Traffic	Deficient Yes/No	Project Deficiency Yes/No	Remaining Capacity
		Adopted LOS	MSV				Background Total	Deficient Yes/No	Project Trips	Dis%				
Corrine Drive														
Winter Park Road to Bennett Roac	4	E	1,700	1,185	2019	2.00%	1,232	NO	12	60.00%	1,244	NO	No	456

Source:

VHB, Inc.

Notes:

*Data from Orange County 2019 AADT and Historical Counts

** Trend derived from latest 5 years of Daily Traffic Counts

August-20

Trip Generation Summary

The net change in traffic volumes from the proposed project will result in 157 Daily trips, 18 AM Peak Hour trips (16 entering and 2 exiting), and 18 PM Peak Hour trips (2 entering and 16 exiting). The local roadway network has adequate capacity to accommodate the trips without reducing the Level of Service (LOS).

Respectfully,
VHB, Inc.



Karl Krichbaum
Project Manager

Attachments:

Site Plan

Property Appraiser Data

ITE Trip Generation Summary sheets 24-
hour tube count

2019 Orange County CMS Summary Sheet

NORTH LAKEMONT AVENUE

COMMON AREA GREEN SPACE CALCULATIONS	
Townhouse:	12 DU x 2,000sf per unit = 24,000sf required
Single Family:	14 DU x 1,000sf per unit = 14,000sf required
TOTAL REQUIRED:	38,000sf
Center Park Area:	15,365sf
Perimeter Jogging Path:	22,878sf
TOTAL PROVIDED:	38,243sf



Total Land Area

245,786 sqft (+/-)

|

5.64 acres (+/-)

GIS Calculated

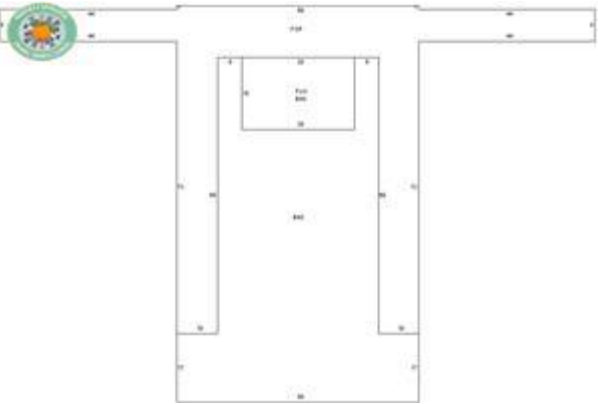
Land

Land Use Code	Zoning	Land Units	Unit Price	Land Value	Class Unit Price	Class Value
7100 - Inst-Religious	R-1A	5.64 ACRE(S)	working...	working...	working...	working...

Buildings

Model Code	04 - Commercial
Type Code	7100 - Inst-Religious
Building Value	working...
Estimated New Cost	working...
Actual Year Built	1975
Beds	0
Baths	0.0
Floors	1
Gross Area	7148 sqft
Living Area	4284 sqft
Exterior Wall	Face.Brick
Interior Wall	Drywall

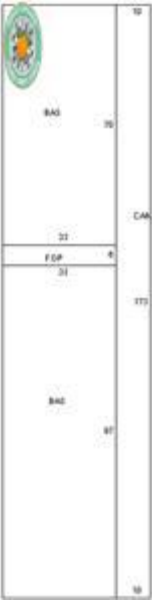
Subarea Description	Sqft	Value
BAS - Base Area	3780	working...
FOP - F/Opn Prch	2864	working...
FUS - F/Up Story	504	working...



Model Code	04 - Commercial
Type Code	7200 - Inst-School - Pvt
Building Value	working...
Estimated New Cost	working...
Actual Year Built	1975
Beds	0

Subarea Description	Sqft	Value
BAS - Base Area	5511	working...
CAN - Canopy	1730	working...
FOP - F/Opn Prch	198	working...

Baths	0.0
Floors	1
Gross Area	7439 sqft
Living Area	5511 sqft
Exterior Wall	Conc/Cindr
Interior Wall	Minimum



Model Code	04 - Commercial
Type Code	7200 - Inst-School - Pvt
Building Value	working...
Estimated New Cost	working...
Actual Year Built	1975
Beds	0
Baths	0.0
Floors	1
Gross Area	4300 sqft
Living Area	3500 sqft
Exterior Wall	Conc/Cindr
Interior Wall	Minimum

Subarea Description	Sqft	Value
BAS - Base Area	3500	working...
FOP - F/Opn Prch	800	working...



Extra Features

Single-Family Detached Housing

(210)

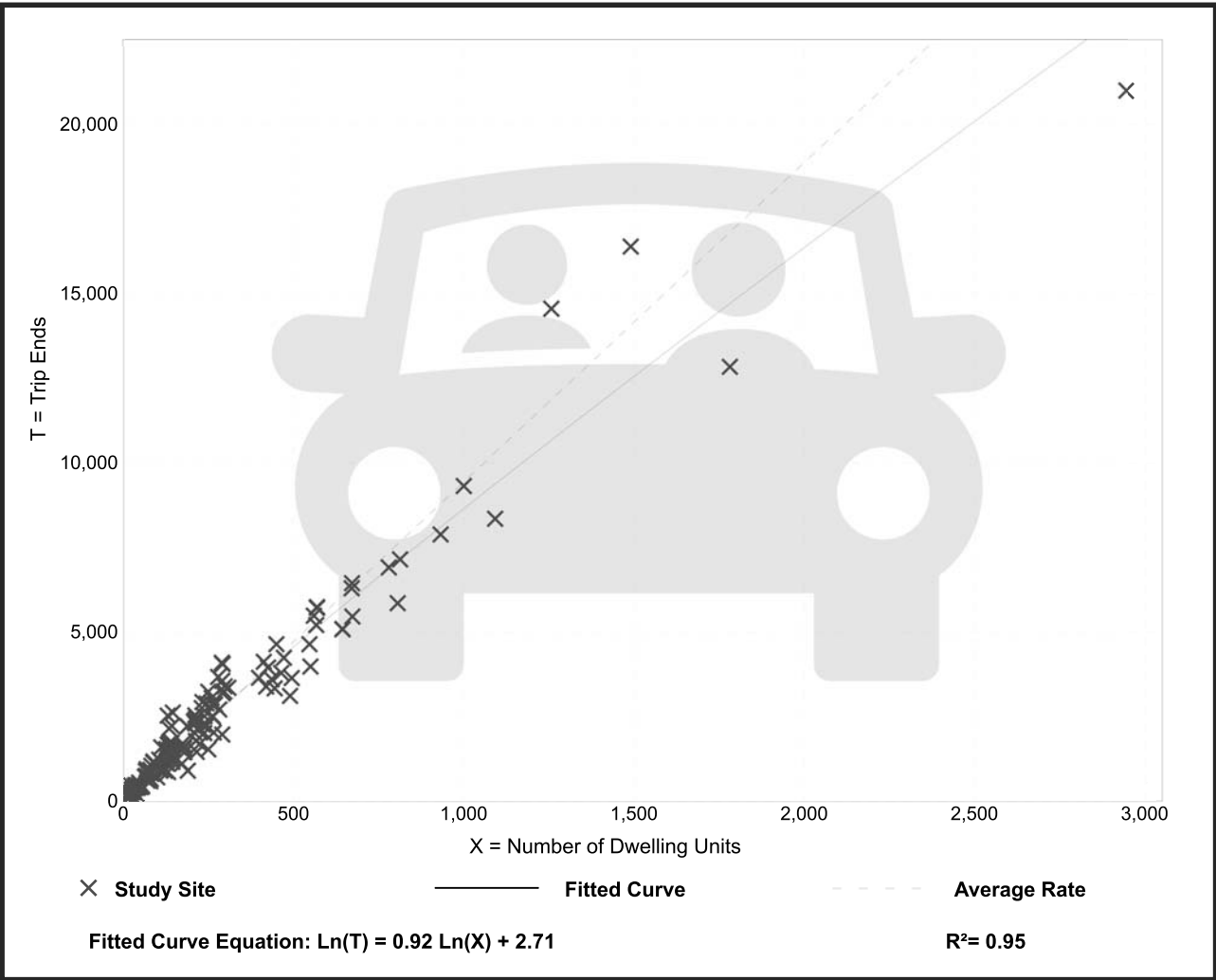
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 159
Avg. Num. of Dwelling Units: 264
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
9.44	4.81 - 19.39	2.10

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Single-Family Detached Housing

(210)

Vehicle Trip Ends vs:

Dwelling Units

On a:

Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.

Setting/Location:

General Urban/Suburban

Number of Studies:

173

Avg. Num. of Dwelling Units:

219

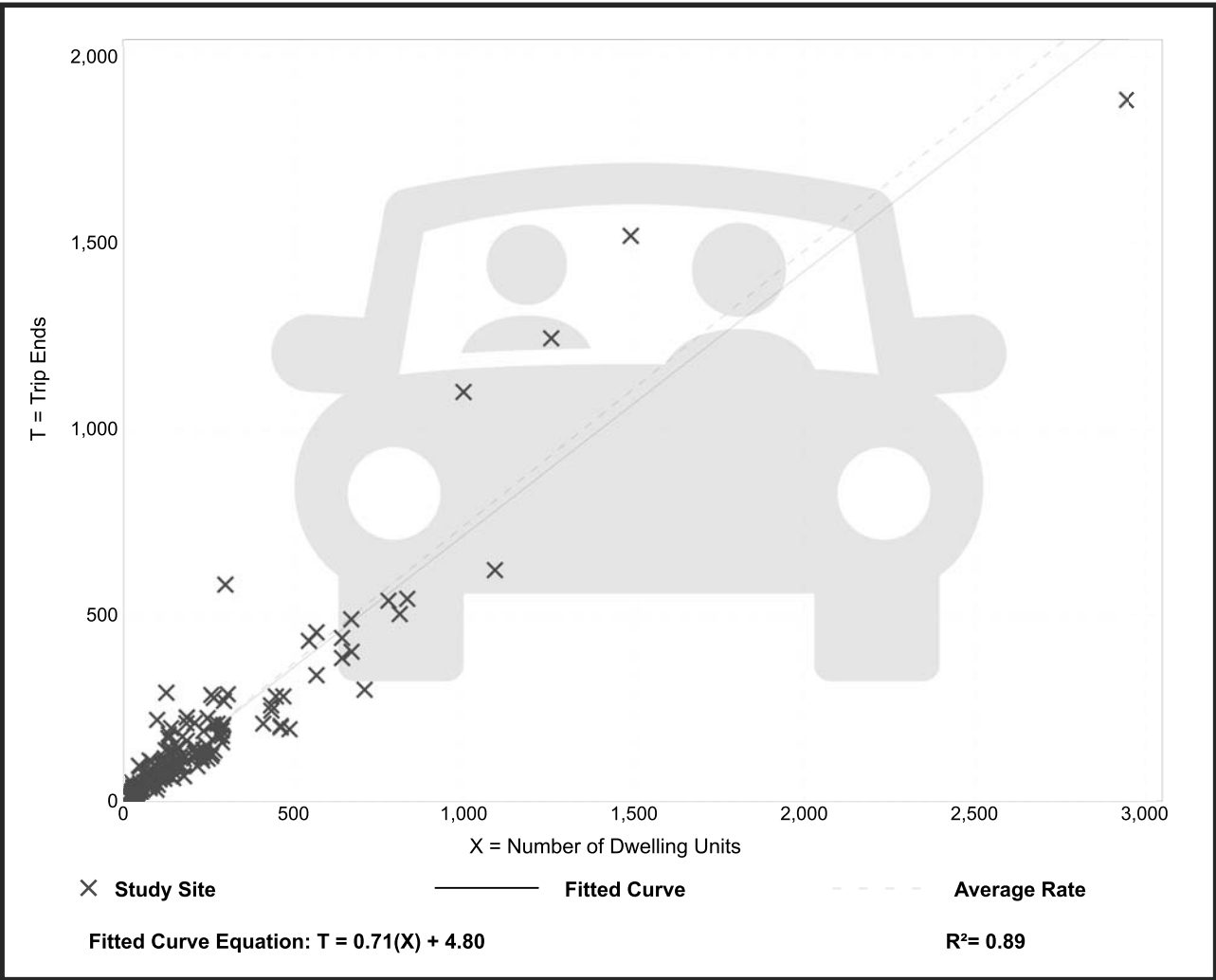
Directional Distribution:

25% entering, 75% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.74	0.33 - 2.27	0.27

Data Plot and Equation



Single-Family Detached Housing

(210)

Vehicle Trip Ends vs:

Dwelling Units

On a:

Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location:

General Urban/Suburban

Number of Studies:

190

Avg. Num. of Dwelling Units:

242

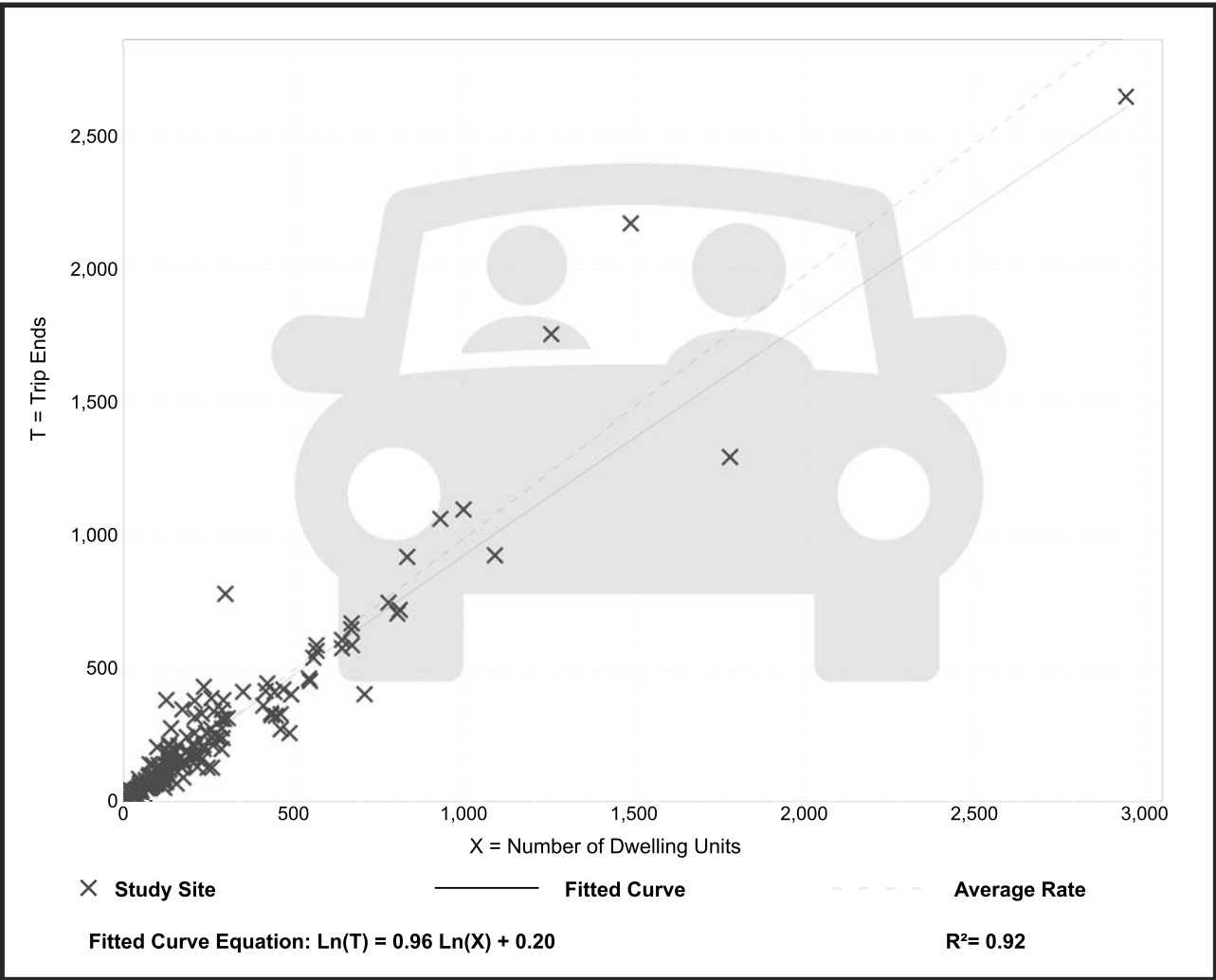
Directional Distribution:

63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.99	0.44 - 2.98	0.31

Data Plot and Equation



Multifamily Housing (Low-Rise) (220)

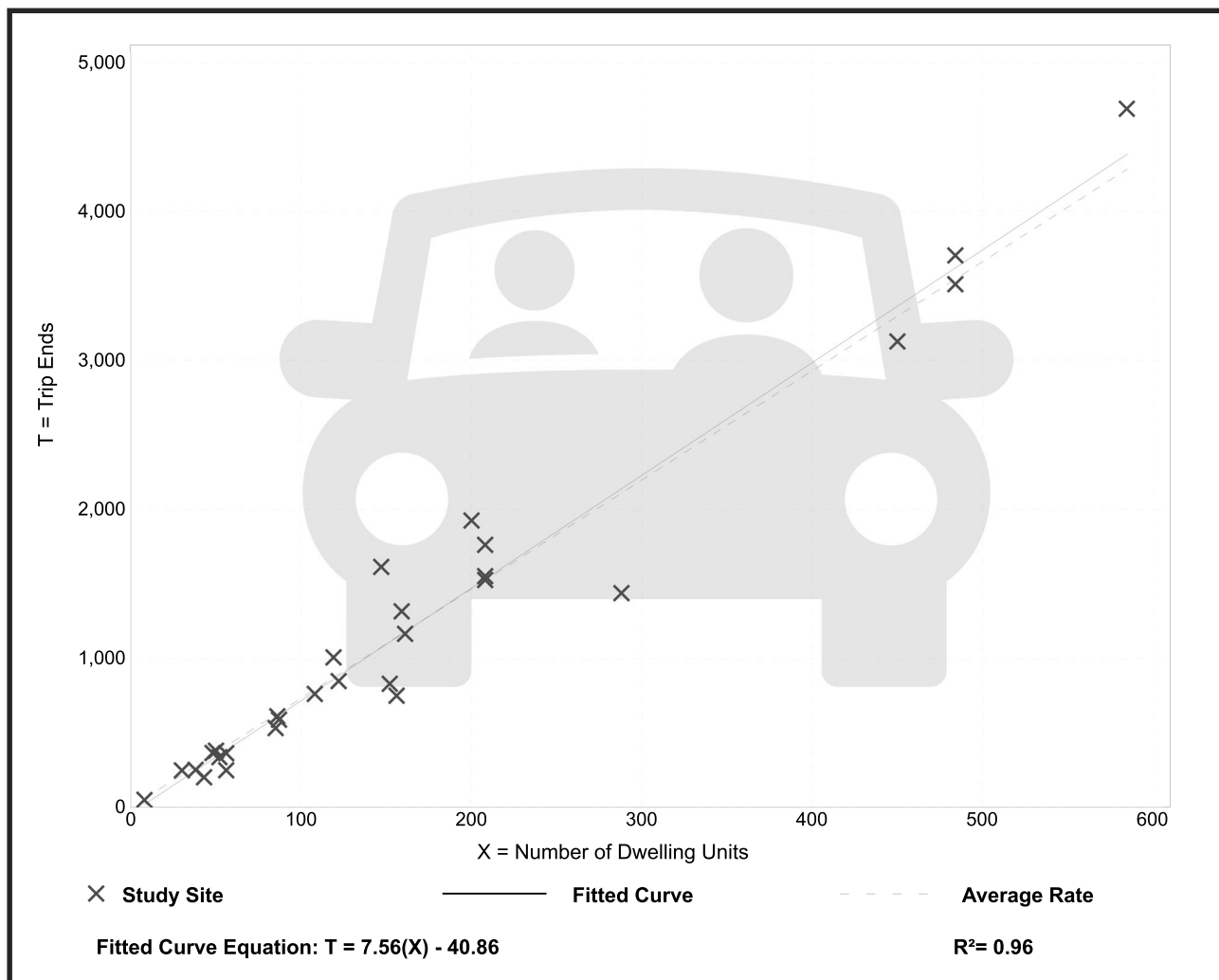
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 29
Avg. Num. of Dwelling Units: 168
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
7.32	4.45 - 10.97	1.31

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs: Dwelling Units

**On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 7 and 9 a.m.**

Setting/Location: General Urban/Suburban

Number of Studies: 42

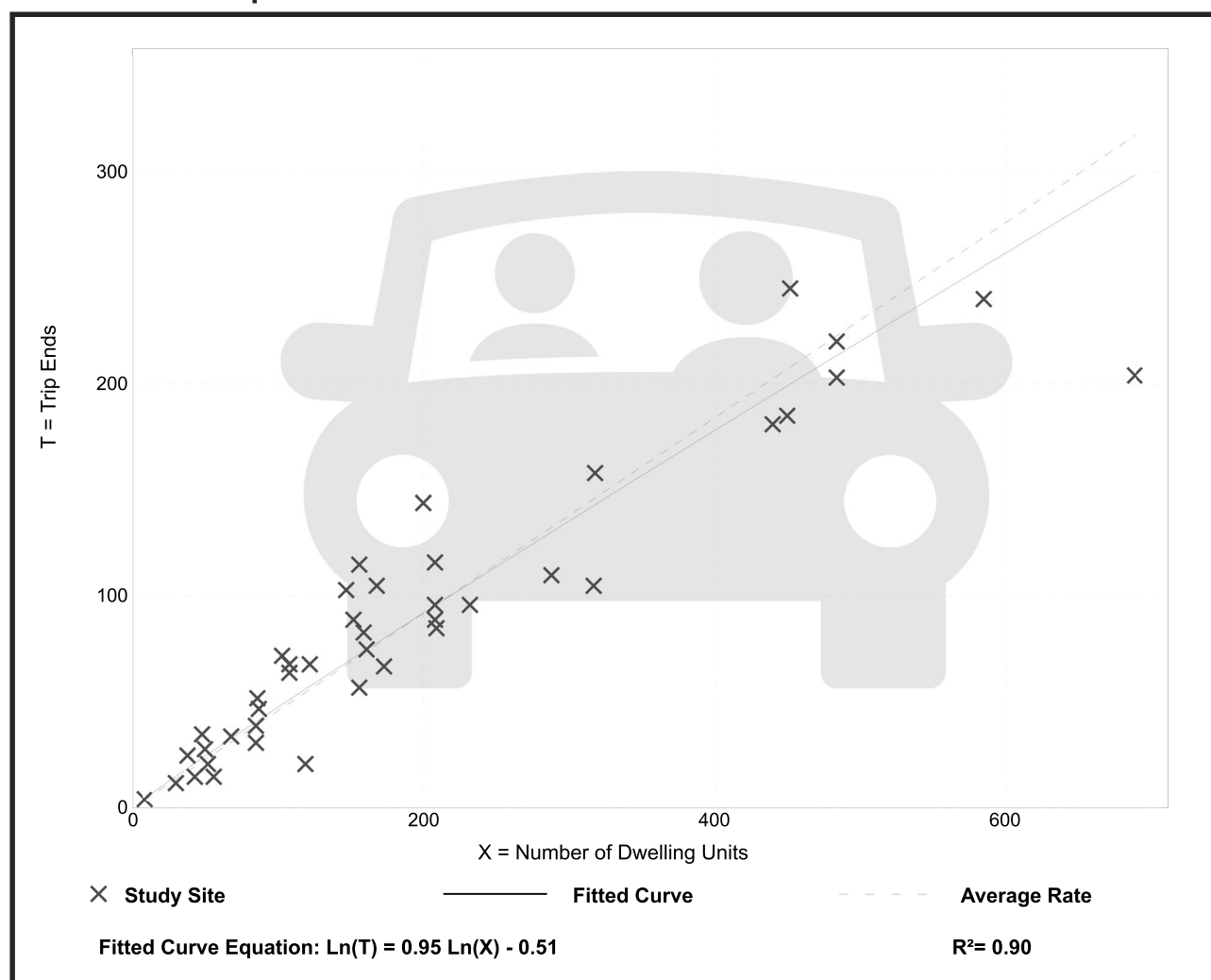
Avg. Num. of Dwelling Units: 199

Directional Distribution: 23% entering, 77% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.46	0.18 - 0.74	0.12

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Multifamily Housing (Low-Rise) (220)

Vehicle Trip Ends vs: Dwelling Units

On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.

Setting/Location: General Urban/Suburban

Number of Studies: 50

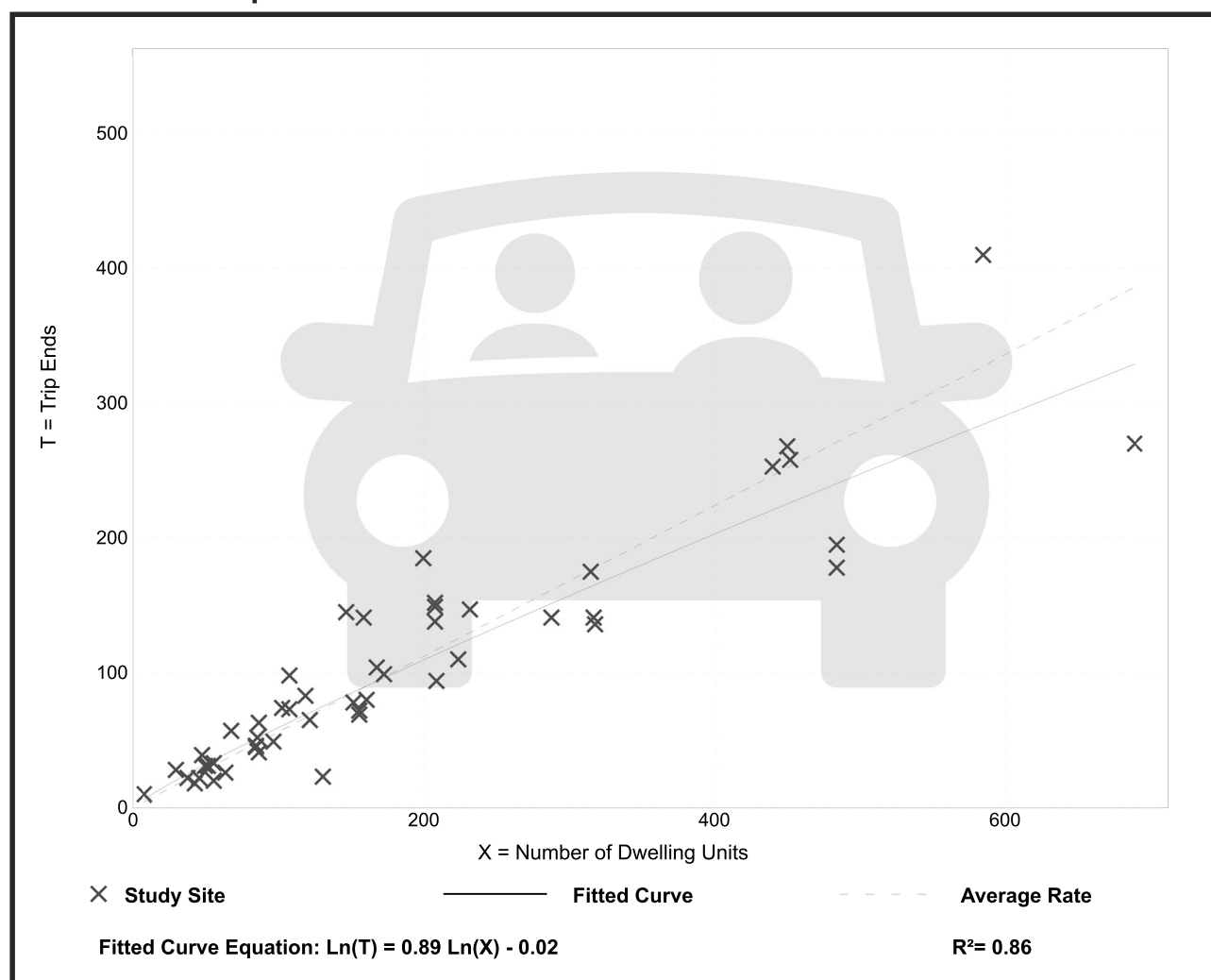
Avg. Num. of Dwelling Units: 187

Directional Distribution: 63% entering, 37% exiting

Vehicle Trip Generation per Dwelling Unit

Average Rate	Range of Rates	Standard Deviation
0.56	0.18 - 1.25	0.16

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Church (560)

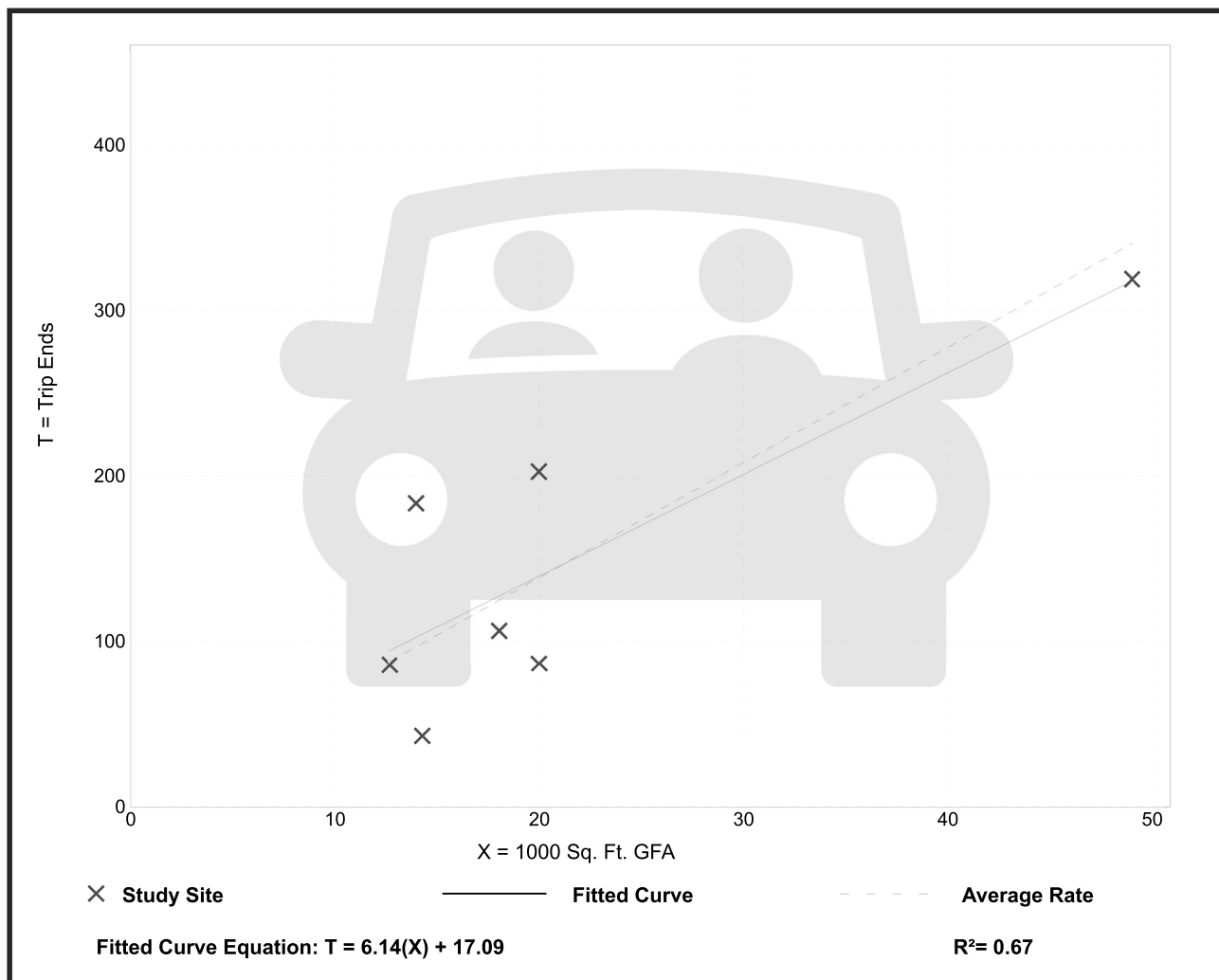
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

Setting/Location: General Urban/Suburban
Number of Studies: 7
Avg. 1000 Sq. Ft. GFA: 21
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
6.95	3.01 - 13.14	2.98

Data Plot and Equation



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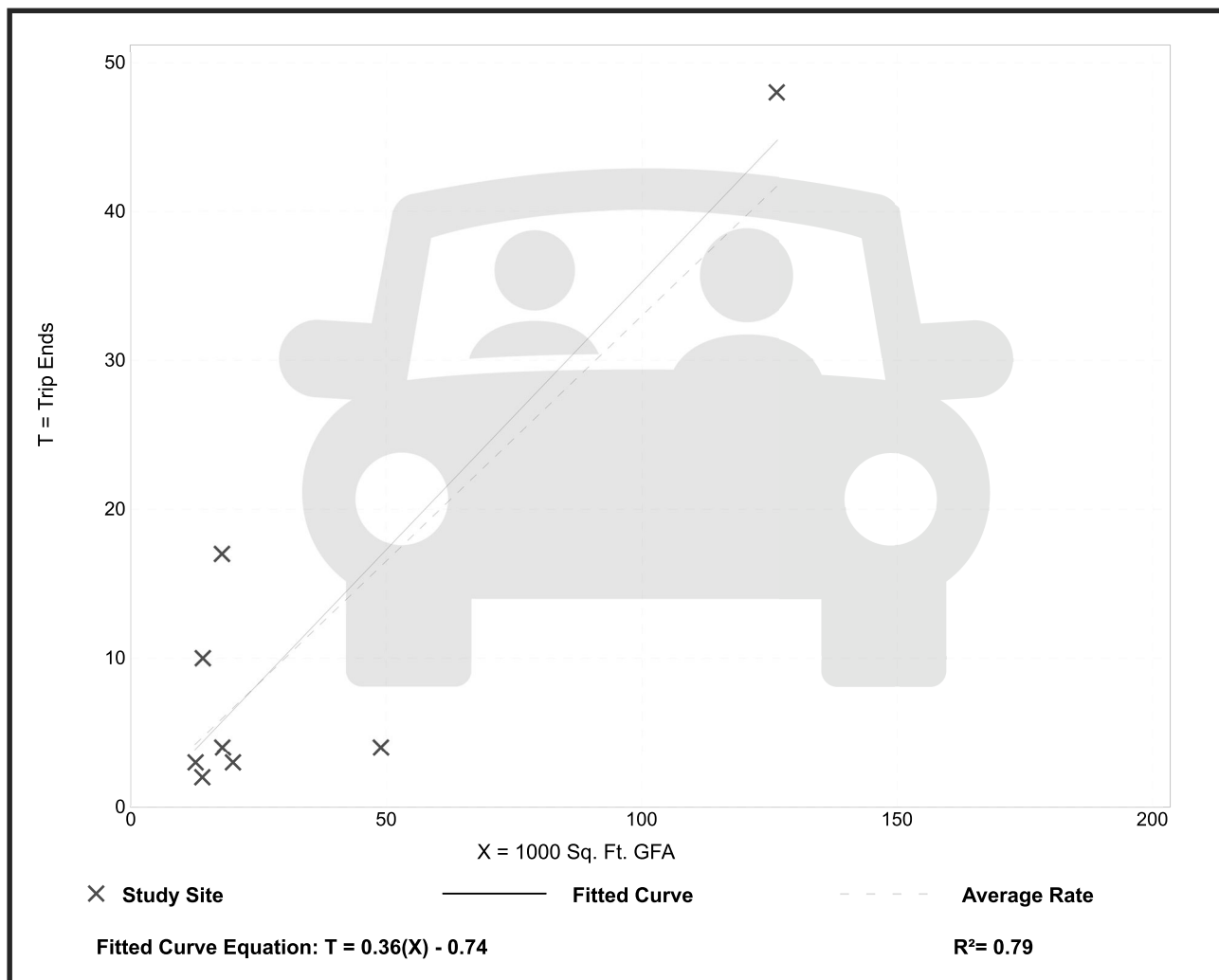
Church (560)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
 Peak Hour of Adjacent Street Traffic,
 One Hour Between 7 and 9 a.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 8
 Avg. 1000 Sq. Ft. GFA: 34
 Directional Distribution: 60% entering, 40% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.33	0.08 - 0.94	0.24

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

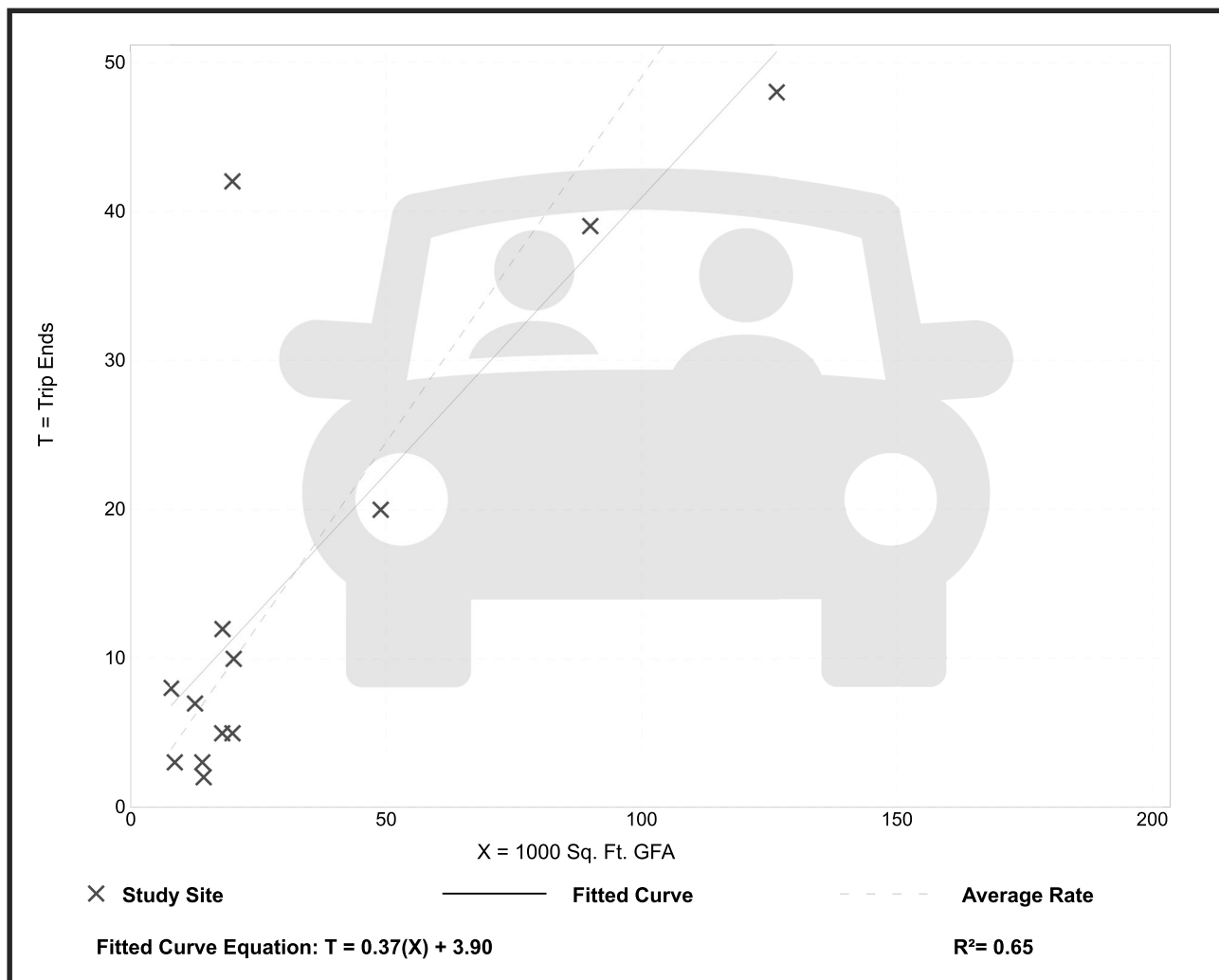
Church (560)

Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday,
Peak Hour of Adjacent Street Traffic,
One Hour Between 4 and 6 p.m.
Setting/Location: General Urban/Suburban
 Number of Studies: 13
 Avg. 1000 Sq. Ft. GFA: 32
 Directional Distribution: 45% entering, 55% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
0.49	0.14 - 2.10	0.40

Data Plot and Equation



Trip Gen Manual, 10th Ed + Supplement • Institute of Transportation Engineers

Roadway Count Summary

Start Date 17-Sep-19 Start Time 00:00
 Stop Date 18-Sep-19 Stop Time 24:00
 County Orange Station ID 398
 Location Lakemont Av: Seminole County Line to Aloma Av (0.30 Mi. N. Aloma Av)

17-Sep-19 Northbound for Lane 1

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	5	1	3	3	4	8	53	161	229	167	111	134
30	6	3	1	2	6	22	72	179	251	164	124	117
45	1	5	2	5	11	44	106	190	224	138	110	111
00	2	2	2	3	16	31	195	203	275	132	114	126
Hr Total	14	11	8	13	37	105	426	733	979	601	459	488

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	146	126	131	161	137	153	190	121	87	45	24	17
30	152	147	126	178	159	174	155	117	67	44	26	14
45	131	155	101	133	143	187	141	111	81	41	14	6
00	140	107	137	138	155	195	132	90	46	25	15	3
Hr Total	569	535	495	610	594	709	618	439	281	155	79	40

24 Hour Total 8,998
 AM Peak Hour Begins 8:00 AM Peak Volume 979 AM Peak Hour Factor 0.89
 PM Peak Hour Begins 17:15 PM Peak Volume 746 PM Peak Hour Factor 0.96

17-Sep-19 Southbound for Lane 2

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	0	6	1	2	3	11	26	59	138	135	101	133
30	7	4	4	4	2	17	30	102	151	122	94	102
45	6	2	2	1	1	23	45	127	118	131	110	124
00	9	3	2	2	5	31	43	109	128	128	89	126
Hr Total	22	15	9	9	11	82	144	397	535	516	394	485

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	106	152	143	176	201	236	210	143	97	60	44	23
30	150	122	135	162	204	238	204	143	100	64	44	13
45	125	135	131	185	208	237	222	116	103	66	32	7
00	120	139	183	203	234	229	201	123	98	46	12	10
Hr Total	501	548	592	726	847	940	837	525	398	236	132	53

24 Hour Total 8,954
 AM Peak Hour Begins 12:15 AM Peak Volume 547 AM Peak Hour Factor 0.91
 PM Peak Hour Begins 16:45 PM Peak Volume 945 PM Peak Hour Factor 0.99

17-Sep-19 Total Volume for All Lanes

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	5	7	4	5	7	19	79	220	367	302	212	267
30	13	7	5	6	8	39	102	281	402	286	218	219
45	7	7	4	6	12	67	151	317	342	269	220	235
00	11	5	4	5	21	62	238	312	403	260	203	252
Hr Total	36	26	17	22	48	187	570	1130	1514	1117	853	973

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	252	278	274	337	338	389	400	264	184	105	68	40
30	302	269	261	340	363	412	359	260	167	108	70	27
45	256	290	232	318	351	424	363	227	184	107	46	13
00	260	246	320	341	389	424	333	213	144	71	27	13
Hr Total	1070	1083	1087	1336	1441	1649	1455	964	679	391	211	93

24 Hour Total 17,952
 AM Peak Hour Begins 8:00 AM Peak Volume 1,514 AM Peak Hour Factor 0.94
 PM Peak Hour Begins 17:15 PM Peak Volume 1,660 PM Peak Hour Factor 0.98

Roadway Count Summary

Start Date 18-Sep-19 Start Time 00:00
 Stop Date 19-Sep-19 Stop Time 24:00
 County Orange Station ID 398
 Location Lakemont Av: Seminole County Line to Aloma Av (0.30 Mi. N. Aloma Av)

18-Sep-19 Northbound for Lane 1												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	3	1	0	0	1	11	51	143	218	163	112	117
30	3	3	1	1	3	30	72	193	233	141	118	110
45	5	4	1	7	8	27	88	195	262	135	124	149
00	3	1	2	0	12	38	209	204	232	131	131	126
Hr Total	14	9	4	8	24	106	420	735	945	570	485	502

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	116	133	181	118	157	166	157	124	81	42	35	14
30	130	156	149	148	148	202	163	111	76	41	23	19
45	175	124	119	165	129	189	174	89	83	39	15	11
00	152	138	134	148	178	213	133	93	49	31	15	8
Hr Total	573	551	583	579	612	770	627	417	289	153	88	52

24 Hour Total 9,116
 AM Peak Hour Begins 8:00 AM Peak Volume 945 AM Peak Hour Factor 0.90
 PM Peak Hour Begins 17:00 PM Peak Volume 770 PM Peak Hour Factor 0.90

18-Sep-19 Southbound for Lane 2												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	8	4	2	2	3	10	26	60	140	136	120	122
30	10	7	3	3	0	15	16	105	128	121	105	117
45	7	3	2	1	2	15	30	154	118	106	122	133
00	8	5	2	3	6	19	39	103	117	111	115	139
Hr Total	33	19	9	9	11	59	111	422	503	474	462	511

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	142	145	160	174	178	220	219	144	127	90	34	14
30	136	149	156	167	220	248	173	147	95	74	51	18
45	141	161	136	155	221	260	166	121	98	59	33	18
00	143	163	164	155	237	250	164	109	85	40	24	13
Hr Total	562	618	616	651	856	978	722	521	405	263	142	63

24 Hour Total 9,020
 AM Peak Hour Begins 12:30 AM Peak Volume 578 AM Peak Hour Factor 0.97
 PM Peak Hour Begins 17:00 PM Peak Volume 978 PM Peak Hour Factor 0.94

18-Sep-19 Total Volume for All Lanes												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	11	5	2	2	4	21	77	203	358	299	232	239
30	13	10	4	4	3	45	88	298	361	262	223	227
45	12	7	3	8	10	42	118	349	380	241	246	282
00	11	6	4	3	18	57	248	307	349	242	246	265
Hr Total	47	28	13	17	35	165	531	1157	1448	1044	947	1013

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	258	278	341	292	335	386	376	268	208	132	69	28
30	266	305	305	315	368	450	336	258	171	115	74	37
45	316	285	255	320	350	449	340	210	181	98	48	29
00	295	301	298	303	415	463	297	202	134	71	39	21
Hr Total	1135	1169	1199	1230	1468	1748	1349	938	694	416	230	115

24 Hour Total 18,136
 AM Peak Hour Begins 8:00 AM Peak Volume 1,448 AM Peak Hour Factor 0.95
 PM Peak Hour Begins 17:00 PM Peak Volume 1,748 PM Peak Hour Factor 0.94

Roadway Count Summary

Start Date 19-Sep-19 Start Time 00:00
 Stop Date 20-Sep-19 Stop Time 24:00
 County Orange Station ID 398
 Location Lakemont Av: Seminole County Line to Aloma Av (0.30 Mi. N. Aloma Av)

19-Sep-19 Northbound for Lane 1

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	7	3	2	2	4	14	57	187	197	191	113	115
30	5	1	0	1	4	20	71	170	253	152	135	128
45	3	3	0	6	4	23	102	209	248	150	127	130
00	1	2	0	1	21	29	200	224	232	135	120	130
Hr Total	16	9	2	10	33	86	430	790	930	628	495	503

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	141	142	142	157	157	161	190	115	87	63	36	16
30	129	131	135	159	175	204	168	131	82	48	21	10
45	124	150	145	134	178	215	135	96	77	34	16	10
00	167	133	115	142	180	179	139	103	76	35	14	3
Hr Total	561	556	537	592	690	759	632	445	322	180	87	39

24 Hour Total 9,332
 AM Peak Hour Begins 8:00 AM Peak Volume 930 AM Peak Hour Factor 0.92
 PM Peak Hour Begins 17:15 PM Peak Volume 788 PM Peak Hour Factor 0.92

19-Sep-19 Southbound for Lane 2

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	14	6	1	4	1	15	26	62	125	116	118	123
30	8	4	7	3	1	14	15	105	147	114	114	130
45	12	2	6	3	3	21	54	140	117	134	100	114
00	12	3	5	3	6	24	32	134	126	113	115	114
Hr Total	46	15	19	13	11	74	127	441	515	477	447	481

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	131	158	154	215	216	256	216	153	102	87	47	23
30	134	135	115	211	218	236	161	143	114	74	50	27
45	129	135	146	200	212	271	174	125	104	63	30	16
00	134	166	170	175	238	187	169	135	112	49	25	18
Hr Total	528	594	585	801	884	950	720	556	432	273	152	84

24 Hour Total 9,225
 AM Peak Hour Begins 12:30 AM Peak Volume 556 AM Peak Hour Factor 0.88
 PM Peak Hour Begins 16:45 PM Peak Volume 1,001 PM Peak Hour Factor 0.98

19-Sep-19 Total Volume for All Lanes

End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	21	9	3	6	5	29	83	249	322	307	231	238
30	13	5	7	4	5	34	86	275	400	266	249	258
45	15	5	6	9	7	44	156	349	365	284	227	244
00	13	5	5	4	27	53	232	358	358	248	235	244
Hr Total	62	24	21	23	44	160	557	1231	1445	1105	942	984

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	272	300	296	372	373	417	406	268	189	150	83	39
30	263	266	250	370	393	440	329	274	196	122	71	37
45	253	285	291	334	390	486	309	221	181	97	46	26
00	301	299	285	317	418	366	308	238	188	84	39	21
Hr Total	1089	1150	1122	1393	1574	1709	1352	1001	754	453	239	123

24 Hour Total 18,557
 AM Peak Hour Begins 7:45 AM Peak Volume 1,445 AM Peak Hour Factor 0.90
 PM Peak Hour Begins 16:45 PM Peak Volume 1,761 PM Peak Hour Factor 1.00

Roadway Count Summary

Start Date 17-Sep-19 Start Time 00:00
 Stop Date 19-Sep-19 Stop Time 24:00
 County Orange Station ID 398
 Location Lakemont Av: Seminole County Line to Aloma Av (0.30 Mi. N. Aloma Av)

17-Sep-19 Northbound for Lane 1												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	5	2	2	2	3	11	54	164	215	174	112	122
30	5	2	1	1	4	24	72	181	246	152	126	118
45	3	4	1	6	8	31	99	198	245	141	120	130
00	2	2	1	1	16	33	201	210	246	133	122	127
Hr Total	15	10	5	10	31	99	425	753	951	600	480	498

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	134	134	151	145	150	160	179	120	85	50	32	16
30	137	145	137	162	161	193	162	120	75	44	23	14
45	143	143	122	144	150	197	150	99	80	38	15	9
00	153	126	129	143	171	196	135	95	57	30	15	5
Hr Total	568	547	538	594	632	746	626	434	297	163	85	44

24 Hour Total 9,149
 AM Peak Hour Begins 8:00 AM Peak Volume 951 AM Peak Hour Factor 0.97
 PM Peak Hour Begins 17:15 PM Peak Volume 765 PM Peak Hour Factor 0.97

17-Sep-19 Southbound for Lane 2												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	7	5	1	3	2	12	26	60	134	129	113	126
30	8	5	5	3	1	15	20	104	142	119	104	116
45	8	2	3	2	2	20	43	140	118	124	111	124
00	10	4	3	3	6	25	38	115	124	117	106	126
Hr Total	34	16	12	10	11	72	127	420	518	489	434	492

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	126	152	152	188	198	237	215	147	109	79	42	20
30	140	135	135	180	214	241	179	144	103	71	48	19
45	132	144	138	180	214	256	187	121	102	63	32	14
00	132	156	172	178	236	222	178	122	98	45	20	14
Hr Total	530	587	598	726	862	956	760	534	412	257	142	67

24 Hour Total 9,066
 AM Peak Hour Begins 12:15 AM Peak Volume 556 AM Peak Hour Factor 0.99
 PM Peak Hour Begins 16:45 PM Peak Volume 970 PM Peak Hour Factor 1.01

17-Sep-19 Total Volume for All Lanes												
End Time	00	01	02	03	04	05	06	07	08	09	10	11
15	12	7	3	4	5	23	80	224	349	303	225	248
30	13	7	5	5	5	39	92	285	388	271	230	235
45	11	6	4	8	10	51	142	338	362	265	231	254
00	12	5	4	4	22	57	239	326	370	250	228	254
Hr Total	48	26	17	21	42	171	553	1173	1469	1089	914	990

End Time	12	13	14	15	16	17	18	19	20	21	22	23
15	261	285	304	334	349	397	394	267	194	129	73	36
30	277	280	272	342	375	434	341	264	178	115	72	34
45	275	287	259	324	364	453	337	219	182	101	47	23
00	285	282	301	320	407	418	313	218	155	75	35	18
Hr Total	1098	1134	1136	1320	1494	1702	1385	968	709	420	227	110

24 Hour Total 18,215
 AM Peak Hour Begins 8:00 AM Peak Volume 1,469 AM Peak Hour Factor 0.95
 PM Peak Hour Begins 17:00 PM Peak Volume 1,702 PM Peak Hour Factor 0.94

SegmentID	RoadName	From	To	Functional	Area	Count	Construct	Posted	Default	Tab	Group	LosCService	LosDService	LosEService	Mini	Capacity	AADT	PkHour	PkD	PkDir	Encumber	TotalPeak	RemainCap	AvailCapac	FinalLOS	Final_vC
225	L.B. McLeod Rd	Kirkman Rd	Willie Mays Pkwy	Min Art	U	5	5	40	Urban - Class I			2425	2510	2510	E	2510	21847.32	1101	WB		0	1101	1409	1409	C	0.438645
226	L.B. McLeod Rd	Willie Mays Pkwy	John Young Pkwy	Min Art	U	4	4	35	Urban - Class II			730	1630	1700	E	1700	37421.01	1852	EB		0	1852	-152	0	F	1.089412
227	L.B. McLeod Rd	John Young Pkwy	Rio Grande Ave	Min Art	U	2	2	40	Urban - Class I			830	880	880	E	880	13581.81	648	WB		0	648	232	232	C	0.736364
228	Lake Breeze Rd	S. Lake Orlando Pkwy	John Young Pkwy	Collector	U	2	2	25	Urban - Class II			370	750	800	E	800	6760.71	344	WB		0	344	456	456	C	0.43
229	Lake Butler Blvd	Winter Garden-Vineland R	Maguire Rd	Collector	R	2	2	30	Rural Signalized			670	740	740	D	740	9567	500	NB		18	518	240	222	C	0.7
230	Lake Ellenor Dr / S. Rio Grande Ave	Orlando Central Pkwy	Oak Ridge Rd	Collector	U	4	4	35	Urban - Class II			730	1630	1700	E	1700	12178.98	603	NB		0	603	1097	1097	C	0.354706
232	Lake Margaret Dr	Semoran Blvd	Conway Rd	Collector	U	2	2	35	Urban - Class II			370	750	800	E	800	12906.63	656	EB		0	656	144	144	D	0.82
232.1	Lake Margaret Dr	Conway Rd	S Ferncreek Ave	Collector	U	2	2	30	Urban - Class II			370	750	800	E	800	9649	491	EB		0	491	309	309	D	0.61375
232.5	Lake Nona Blvd	Tavistock Lakes Blvd	Central Florida Greeneway	Collector	U	6	6	30	Urban - Class II			1170	2520	2560	E	2560	18800.1	948	SB		3	951	1612	1609	C	0.371484
232.6	Lake Nona Blvd	Central Florida Greeneway	Narcoossee Rd	Collector	U	4	4	35	Urban Hwy			2560	3240	3590	E	3590	7077.51	350	NB		17	367	3240	3223	B	0.102228
233	Lake Pickett Rd	Colonial Dr	Percival Rd	Collector	U	2	2	45	Urban - Class I			830	880	880	E	880	15429.15	764	NB		40	804	116	76	C	0.913636
234	Lake Pickett Rd	Percival Rd	S. Tanner Rd	Collector	R	2	2	45	Rural Signalized			670	740	740	D	740	10644.39	556	WB		25	581	184	159	C	0.785135
235	Lake Pickett Rd	S. Tanner Rd	Chuluota Rd	Collector	R	2	2	45	Rural Undev. Hwy			430	740	1490	D	740	7770.51	406	WB		101	507	334	233	D	0.685135
236	Lake Pickett Rd	Chuluota Rd	Ft. Christmas Rd	Collector	R	2	2	45	Rural Undev. Hwy			430	740	1490	D	740	3423.42	179	WB		123	302	561	438	C	0.408108
237	Lake Underhill Rd	Anderson St	Conway Rd	Min Art	U	2	2	35	Urban - Class II			370	750	800	E	800	19027.8	968	EB		0	968	-168	0	F	1.21
238	Lake Underhill Rd	Conway Rd	Semoran Blvd	Min Art	U	4	4	35	Urban - Class II			730	1630	1700	E	1700	28016.01	1412	EB		0	1412	288	288	D	0.830588
239	Lake Underhill Rd	Semoran Blvd	Oxalis Ave	Min Art	U	2	2	35	Urban - Class II			370	750	800	E	800	16226	818	EB		1	819	-18	0	F	1.02375
239.1	Lake Underhill Rd	Oxalis Ave	Goldenrod Rd	Min Art	U	2	2	35	Urban - Class II			370	750	800	E	800	19578.24	996	WB		20	1016	-196	0	F	1.27
240	Lake Underhill Rd	Goldenrod Rd	Madeira Ave	Min Art	U	2	2	45	Urban - Class I			830	880	880	E	880	23231.34	1108	EB		44	1152	-228	0	F	1.309091
240.1	Lake Underhill Rd	Madeira Ave	Dean Rd	Min Art	U	2	2	45	Urban - Class I			830	880	880	E	880	20514.78	1015	WB		94	1109	-135	0	F	1.260227
241	Lake Underhill Rd	Dean Rd	Rouse Rd	Min Art	U	2	2	45	Urban - Class I			830	880	880	E	880	23778.81	1156	WB		81	1237	-276	0	F	1.405682
241.1	Lake Underhill Rd	Rouse Rd	Alafaya Tr	Min Art	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	30893.94	1557	EB		57	1614	443	386	C	0.807
241.2	Lake Underhill Rd	Alafaya Tr	Woodbury Rd	Collector	U	4	4	35	Urban - Class II			730	1630	1700	E	1700	28975.32	1460	EB		35	1495	240	205	D	0.879412
242	Lakemont Ave	Glenridge Way	Aloma Ave	Collector	U	2	2	30	Urban - Class II			370	750	800	E	800	18498.15	932	NB		0	932	-132	0	F	1.165
243	Lakemont Ave	Aloma Ave	Pine Ave / Lake Howell Rd	Collector	U	4	4	30	Urban - Class II			730	1630	1700	E	1700	17535.87	884	NB		0	884	816	816	D	0.52
244	Lakeville Rd	Clarcona-Ocoee Rd	Beggs Rd	Collector	R	2	2	50	Rural Signalized			670	740	740	D	740	6410.25	311	NB		1	312	429	428	C	0.421622
245	Lakeville Rd	Beggs Rd	Apopka Blvd	Collector	R	2	2	30	Rural Signalized			670	740	740	D	740	6410.25	311	NB		2	313	429	427	C	0.422973
247	Lancaster Rd	Orange Blossom Tr	Winegard Rd	Collector	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	17968.32	906	EB		0	906	1094	1094	C	0.453
248	Lancaster Rd	Winegard Rd	Orange Ave	Collector	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	13653.72	688	EB		0	688	1312	1312	C	0.344
248.1	Landstar Blvd	Osceola County Line	Central Florida Greeneway	Collector	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	34891.56	1759	NB		10	1769	241	231	C	0.8845
248.2	Landstar Blvd	Central Florida Greeneway	Wetherbee Rd	Collector	U	4	4	40	Urban - Class I			1910	2000	2000	E	2000	26523	1337	SB		87	1424	663	576	C	0.712
249	Landstreet Rd	Orange Blossom Tr	Bachman Rd	Collector	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	31898	1464	EB		86	1550	536	450	C	0.775
250	Landstreet Rd	Bachman Rd	Orange Ave	Collector	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	23277	1173	WB		45	1218	827	782	C	0.609
250.05	Landstreet Rd	Orange Ave	Boggy Creek Rd	Collector	U	2	2	45	Urban - Class I			830	880	880	E	880	16622	823	EB		12	835	57	45	D	0.948864
250.1	Lee Rd	Orange Blossom Tr	Edgewater Dr	Prin Art	U	6	6	45	Urban - Class I			2940	3020	3020	E	3020	35769.69	1642	WB		0	1642	1378	1378	C	0.543709
251	Lee Rd	Edgewater Dr	Adanson St	Prin Art	U	6	6	45	Urban - Class I			2940	3020	3020	E	3020	28611.99	1288	WB		0	1288	1732	1732	C	0.42649
251.1	Lee Rd	Adanson St	Wymore Rd	Prin Art	U	6	6	45	Urban - Class I			2940	3020	3020	E	3020	44291.61	2033	EB		0	2033	987	987	C	0.673179
252	Lee Rd	Wymore Rd	Orlando Ave	Prin Art	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	41200.83	2077	EB		0	2077	-77	0	F	1.0385
252.5	Lee Vista Blvd	Semoran Blvd	Narcoossee Rd	Min Art	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	26828	1304	EB		17	1321	696	679	C	0.6605
252.52	Lee Vista Blvd	Narcoossee Rd	Central Florida Greeneway	Min Art	U	4	4	45	Urban - Class I			1910	2000	2000	E	2000	24726.82	1224	EB		27	1251	776	749	C	0.6255
253	Luzone Dr	Lancaster Rd	Oak Ridge Rd	Collector	U	2	2	25	Urban - Class II			370	750	800	E	800	1336.5	64	NB		0	64	736	736	C	0.08



VICINITY MAP

OWNER

PROJECT INFORMATION



PROJECT SITE



WINTER PARK
CHRISTIAN CHURCH
760 N. LAKEMONT AVE
WINTER PARK, FLORIDA 32792
407 671-3000

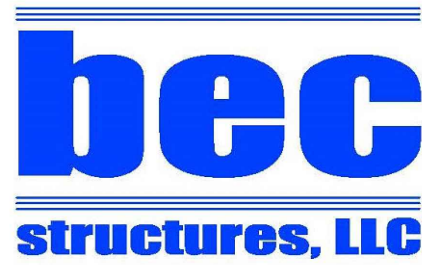
WINTER PARK
CHRISTIAN CHURCH

WINTER PARK, FLORIDA
ORANGE COUNTY

LIGHT SCHEMATIC SUBMITTAL

PROJECT TEAM

STRUCTURAL ENGINEER



BISHOP ENGINEERING
891 ROYALWOOD LANE
OVIEDO, FLORIDA 32765
407 622-2477

ARCHITECT



ASSOCIATED CONSULTING
INTERNATIONAL, INC.
955 N. PENNSYLVANIA AVE.
WINTER PARK, FL 32789
407 740-8405 acistudios.co

M/E/P/FP ENGINEERING



JOSEPH LAWRENCE & CO.
1180 HARWOOD AVE., SUITE 3000
ALTAMONTE SPRINGS, FL 32714
321 972-4466

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FLORIDA REGISTRATION AR007978

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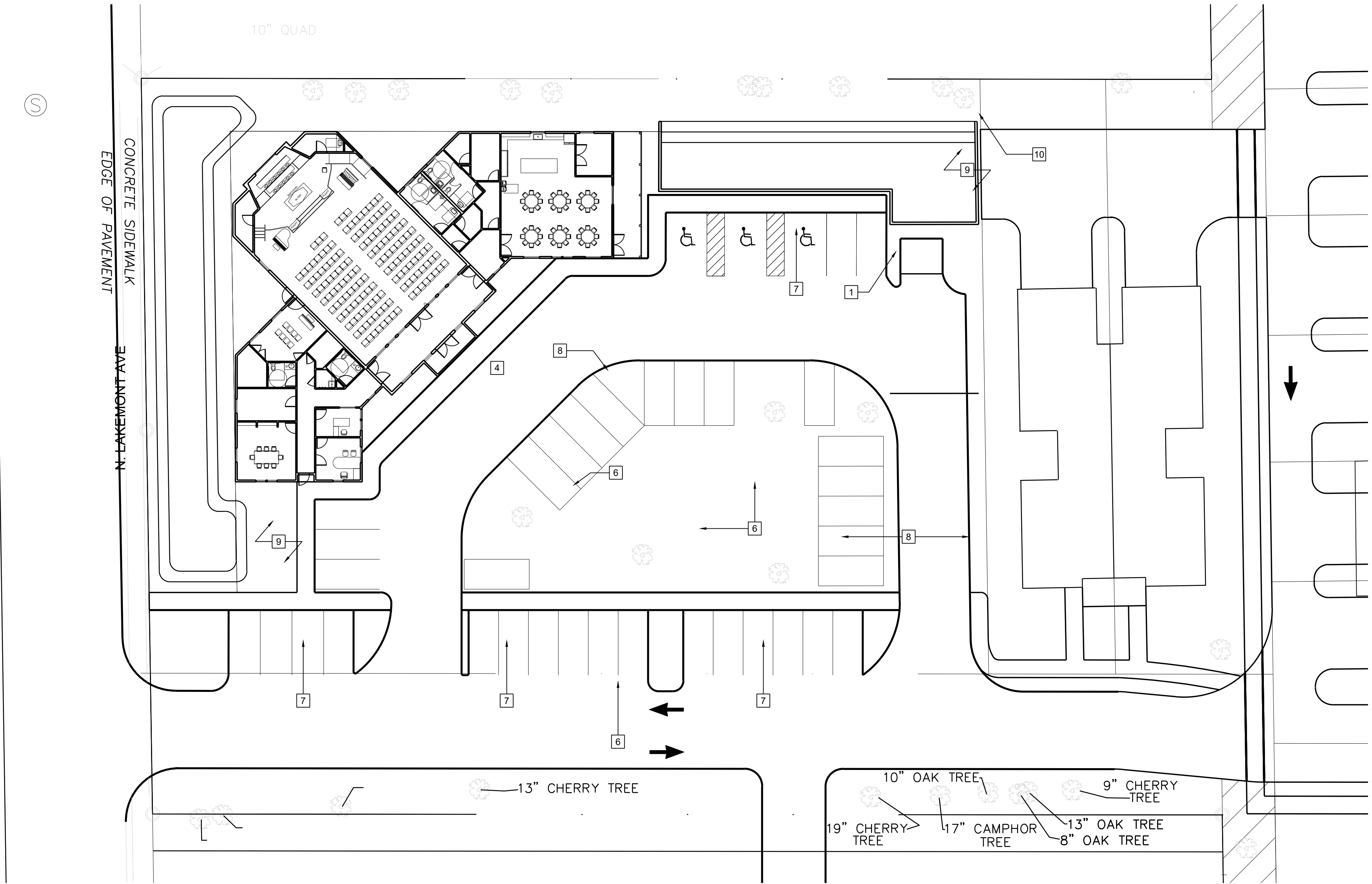
NO.	DATE	DESCRIPTION

DATE: MARCH 10, 2021
ISSUE:
PROJECT MGR:
PROJECT NO.:

SHEET NAME:
COVER SHEET

SHEET NUMBER:

G0.00



SITE PLAN KEYNOTES					
1	DUMPSTER ENCLOSURE	7	PAVED PARKING	13	
2	EXTERIOR PATIO	8	GRASS PARKING	14	
3	SIDEWALK	9	ROCK FEATURE/POND	15	
4	DROP-OFF	10	PROPOSED WALL	16	
5	PRAYER GARDEN	11		17	
6	TREE	12		18	

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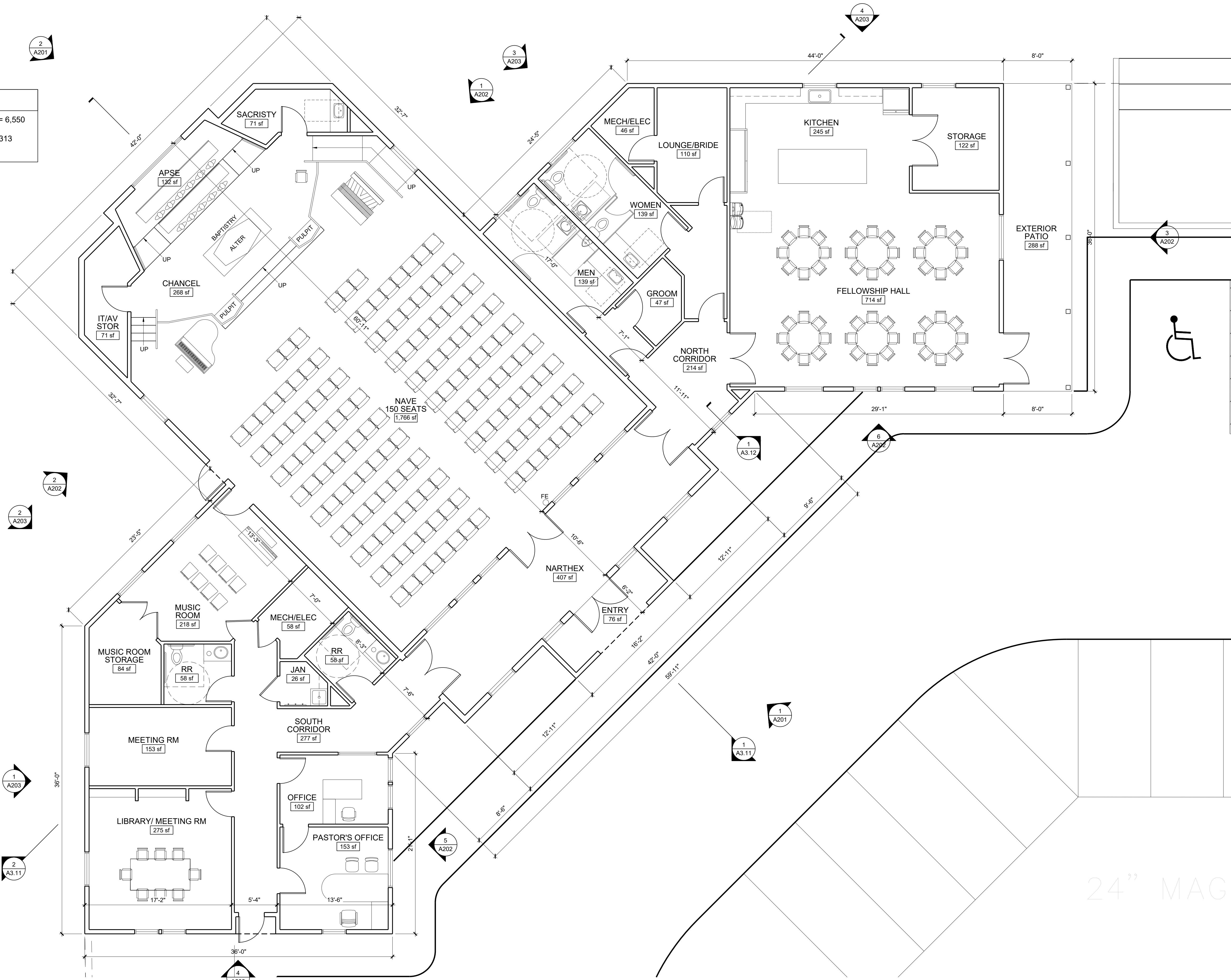
ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: MARCH 10, 2021
ISSUE:
PROJECT MGR:
PROJECT NO.:

SHEET NAME:
ARCHITECTURAL
SITE PLAN

SHEET NUMBER:
A1.01

BUILDING METRICS
BUILDING GROSS AREA = 6,550
BUILDING NET AREA = 6,313



1 FLOOR PLAN

3/16" = 1'-0"

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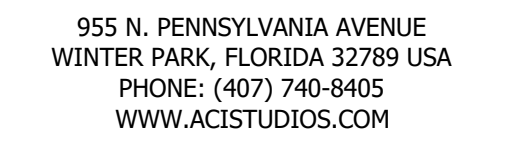
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NO.	DATE	DESCRIPTION

DATE: MARCH 10, 2021
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SHEET NAME:

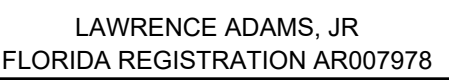
FLOOR PLAN

SHEET NUMBER:
A1.11

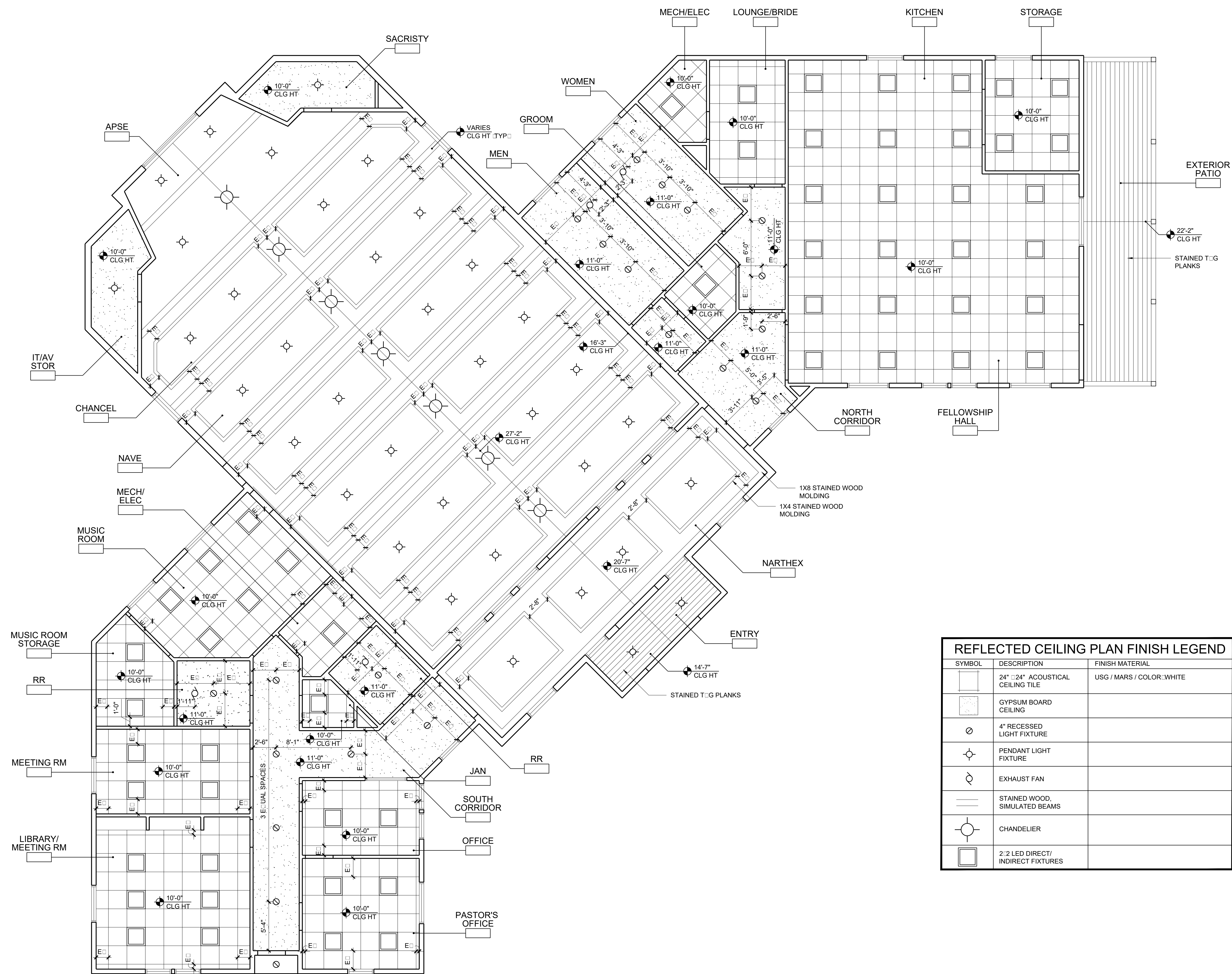


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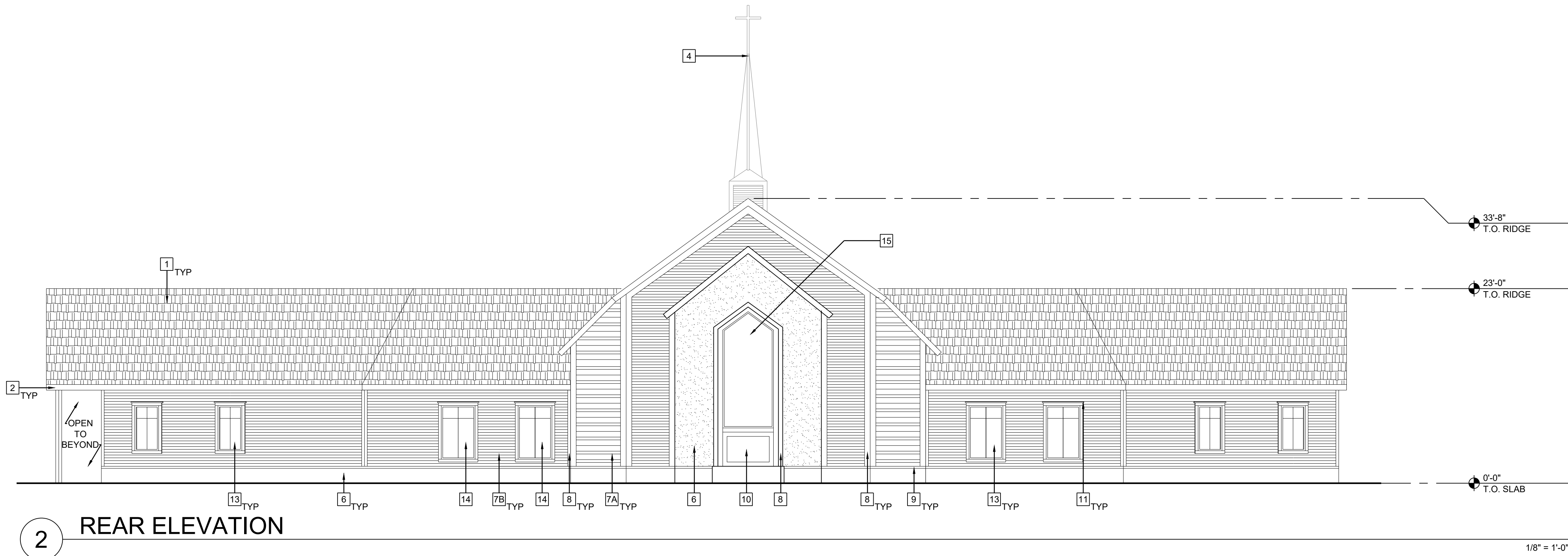
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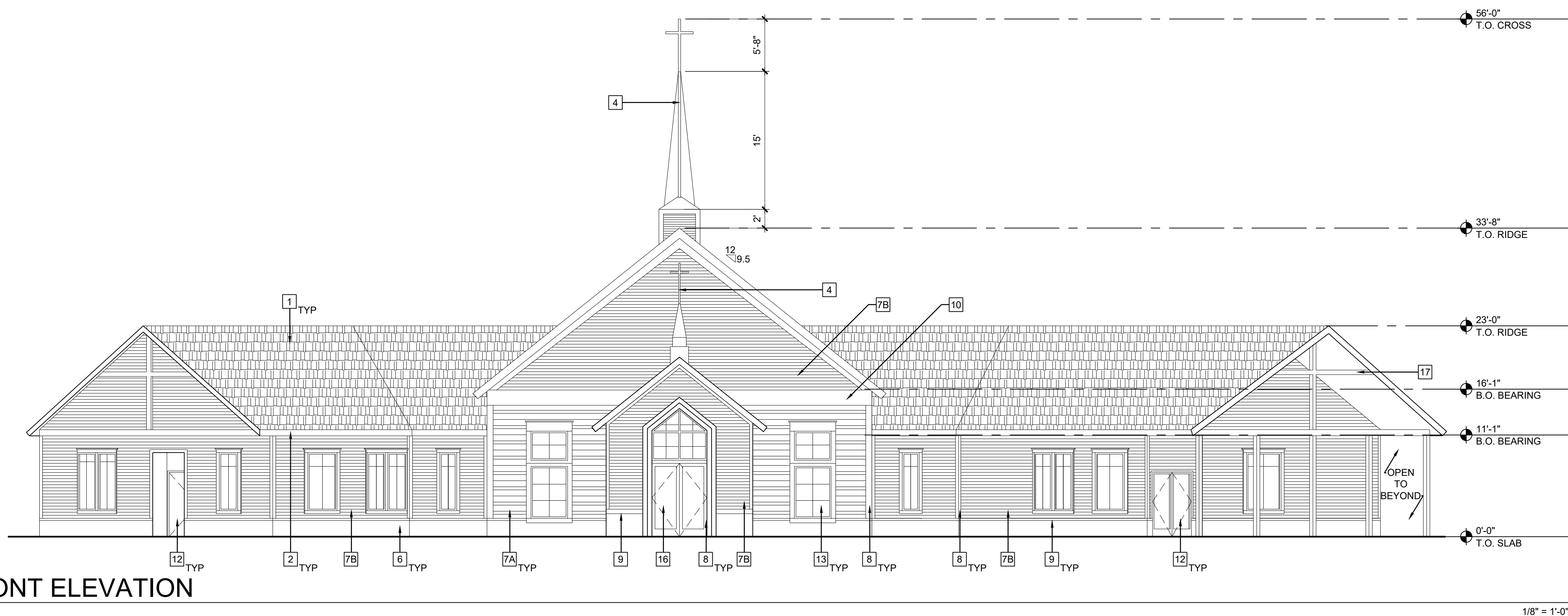
1 REFLECTED CEILING PLAN

$$\frac{3}{16}'' = 1'-0''$$

EXTERIOR ELEVATION KEYNOTES												GENERAL NOTES									
1 ARCHITECTURAL GRADE FIBERGLASS 30 YEAR SHINGLES OVER SYNTHETIC ROOF UNDERLAYMENT OVER ROOF SHEATHING OVER PRE-ENGINEERED WOOD ROOF TRUSSES	4 PRE FABRICATED ALUMINUM STEEPLE WITH EXTERIOR UP LIGHTING, B.O.D., CAMPBELLVILLE INDUSTRIES, INC. 800-467-8135	7A FIBER CEMENT LAP SIDING SYSTEM, BEADED CEDARMILL 7" EXPOSURE	7B FIBER CEMENT LAP SIDING SYSTEM, SELECT CEDARMILL 4" EXPOSURE	8 FIBER CEMENT TRIM	9 FABRICATED, HARDCOAT STUCCO TRIM	10 FIBER CEMENT PANEL	11 FIBER CEMENT WINDOW HEADS AND TRIM	12 SINGLE LITE EXTERIOR ALUMINUM STOREFRONT ENTRANCE DOOR SYSTEM	13 VINYL WINDOW SYSTEM WITH INSULATED GLAZING	14 VINYL WINDOW SYSTEM WITH OBSCURE GLAZING	15 RELOCATED EXISTING STAINED GLASS WINDOW, INSPECTED, REPAIRED AND REINSTALLED BEHIND EXTERIOR ALUMINUM STOREFRONT SYSTEM	16 3 LITE WIDE STILE ALUMINUM ENTRANCE DOOR AND TRANSOM STOREFRONT SYSTEM WITH SIMULATED WOOD GRAIN FINISH	17 FIBER CEMENT WRAPPED WOOD POSTS AND BEAMS	18 10" CORBEL - ARCHITECTURALDETAILS.COM	36	37	38	39	40	41	1. ARCHITECTURAL GROUND FLOOR ELEVATION OF 100'-0" IS A REFERENCE ELEVATION. SEE CIVIL FOR ACTUAL ELEVATIONS. 2. FLASHINGS SHALL MATCH ROOF COLOR. 3. EXTERIOR FINISHES AND PAINT COLORS SHOWN ON FRONT ELEVATIONS SHALL RETURN BACK TO THE SIDES/EDGES OF THE BUILDING FOR ACTUAL ELEVATIONS.



2 REAR ELEVATION



1 FRONT ELEVATION

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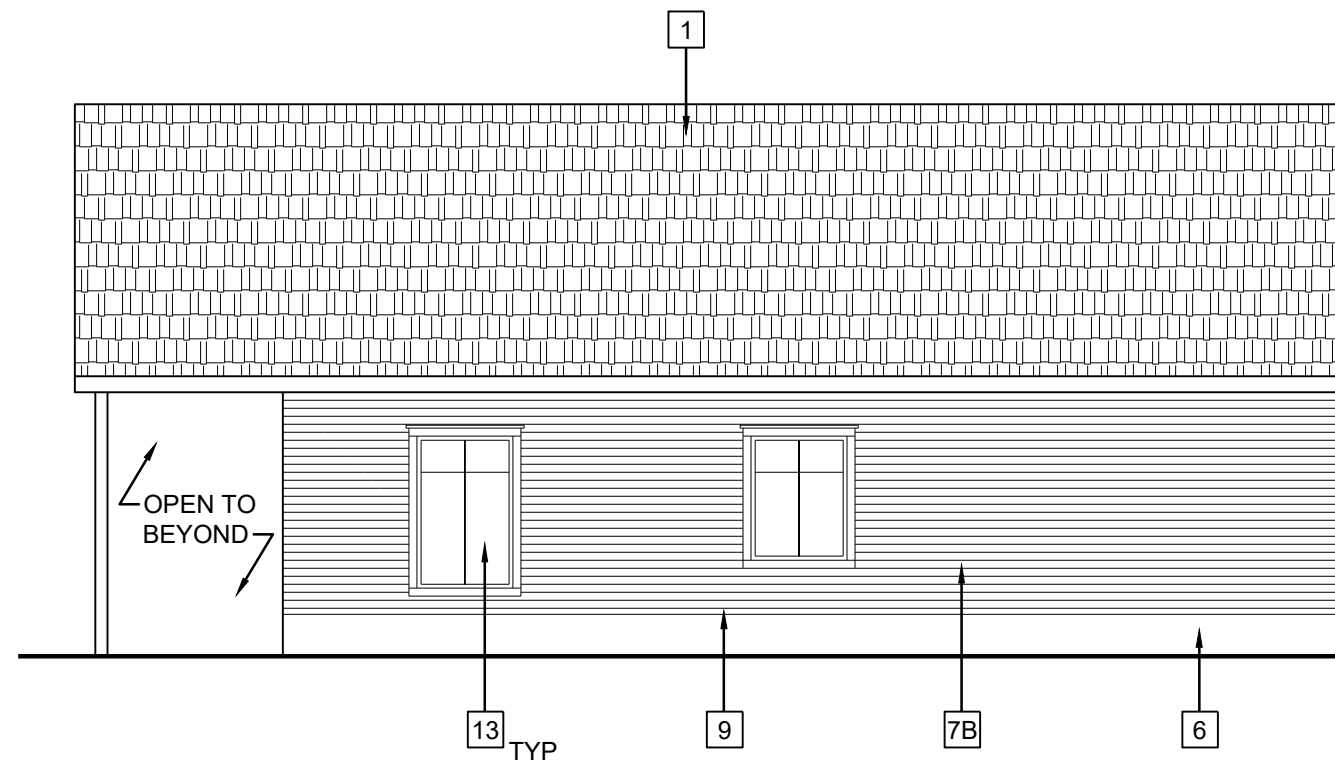
WINTER PARK CHRISTIAN CHURCH

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FLORIDA REGISTRATION AR007978

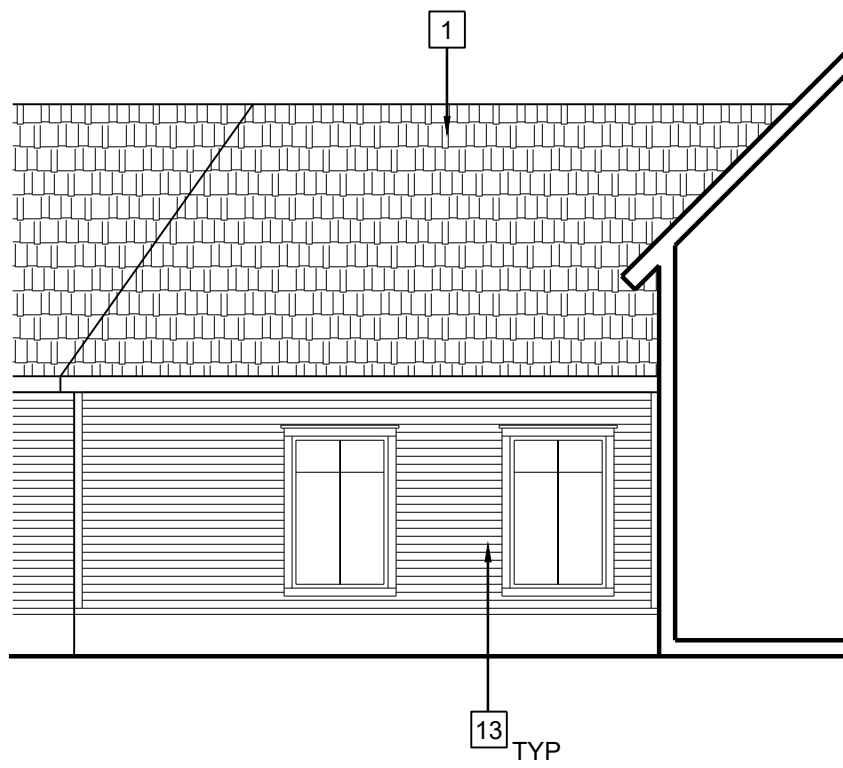
ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: MARCH 10, 2021
ISSUE:
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PROJECT NO.:
SHEET NAME:
EXTERIOR ELEVATIONS
SHEET NUMBER:
A2.01

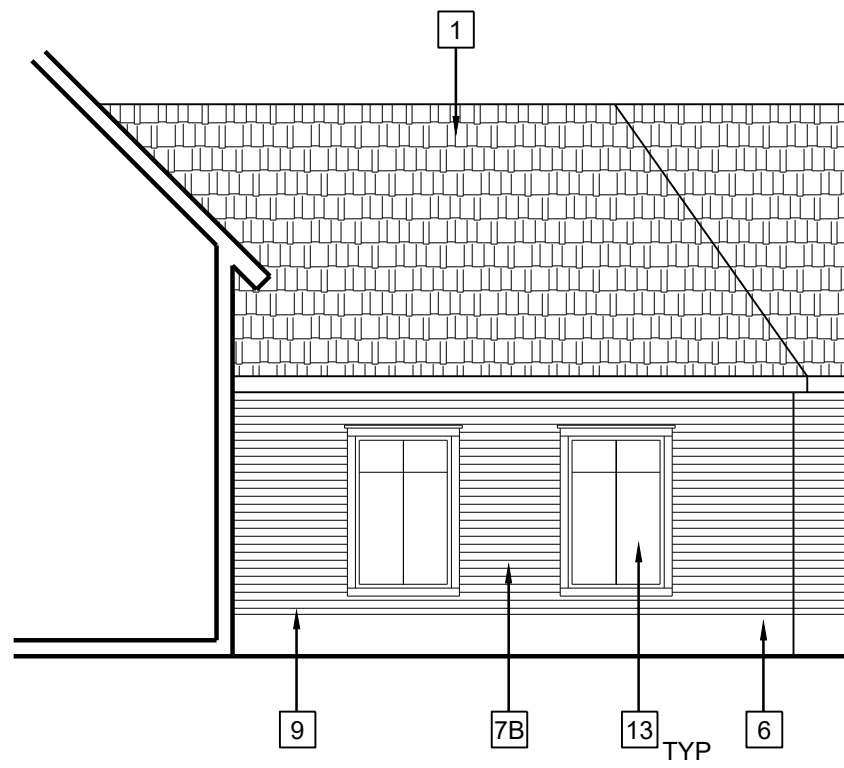
EXTERIOR ELEVATION KEYNOTES												GENERAL NOTES
1	ARCHITECTURAL GRADE FIBERGLASS 30 YEAR SHINGLES OVER SYNTHETIC ROOF UNDERLAYMENT OVER ROOF SHEATHING OVER PRE-ENGINEERED WOOD ROOF TRUSSES	4	PRE FABRICATED ALUMINUM STEEPLE WITH EXTERIOR UP LIGHTING, B.O.D., CAMPBELLVILLE INDUSTRIES, INC. 800-467-8135	7A	FIBER CEMENT LAP SIDING SYSTEM, BEADED CEDARMILL 7" EXPOSURE	12	SINGLE LITE EXTERIOR ALUMINUM STOREFRONT ENTRANCE DOOR SYSTEM	30		36		1. ARCHITECTURAL GROUND FLOOR ELEVATION OF 100'-0" IS A REFERENCE ELEVATION. SEE CIVIL FOR ACTUAL ELEVATIONS. 2. FLASHINGS SHALL MATCH ROOF COLOR. 3. EXTERIOR FINISHES AND PAINT COLORS SHOWN ON FRONT ELEVATIONS SHALL RETURN BACK TO THE SIDES/EDGES OF THE BUILDING FACE UNO.
2	6" OGEE/K-SYTL: PRE FINISHED ALUMINUM GUTTER SYSTEM	5	FIBER CEMENT BOARD SOFFIT WITH ALUMINUM VENTING	7B	FIBER CEMENT LAP SIDING SYSTEM, SELECT CEDARMILL 4" EXPOSURE	13	VINYL WINDOW SYSTEM WITH INSULATED GLAZING	16	3 LITE WIDE STILE ALUMINUM ENTRANCE DOOR AND TRANSOM STOREFRONT SYSTEM WITH SIMULATED WOOD GRAIN FINISH	31		
3	SQUARE DOWNSPOUT, FINAL LOCATIONS, QUANTITIES AND SIZE TO BE DETERMINED	6	3 COAT STUCCO SYSTEM ON METAL LATH OVER 60 MIL BUILDING PAPER AND WRB	8	FIBER CEMENT TRIM	14	VINYL WINDOW SYSTEM WITH OBSCURE GLAZING	32		38		
				9	FABRICATED, HARDCOAT STUCCO TRIM	15	RELOCATED EXISTING STAINED GLASS WINDOW, INSPECTED, REPAIRED AND REINSTALLED BEHIND EXTERIOR ALUMINUM STOREFRONT SYSTEM	33	FIBER CEMENT WRAPPED WOOD POSTS AND BEAMS	39		
				10	FIBER CEMENT PANEL			34		40		
				11	FIBER CEMENT WINDOW HEADS AND TRIM			35	10" CORBEL - ARCHITECTURALDETAILS.COM	41		



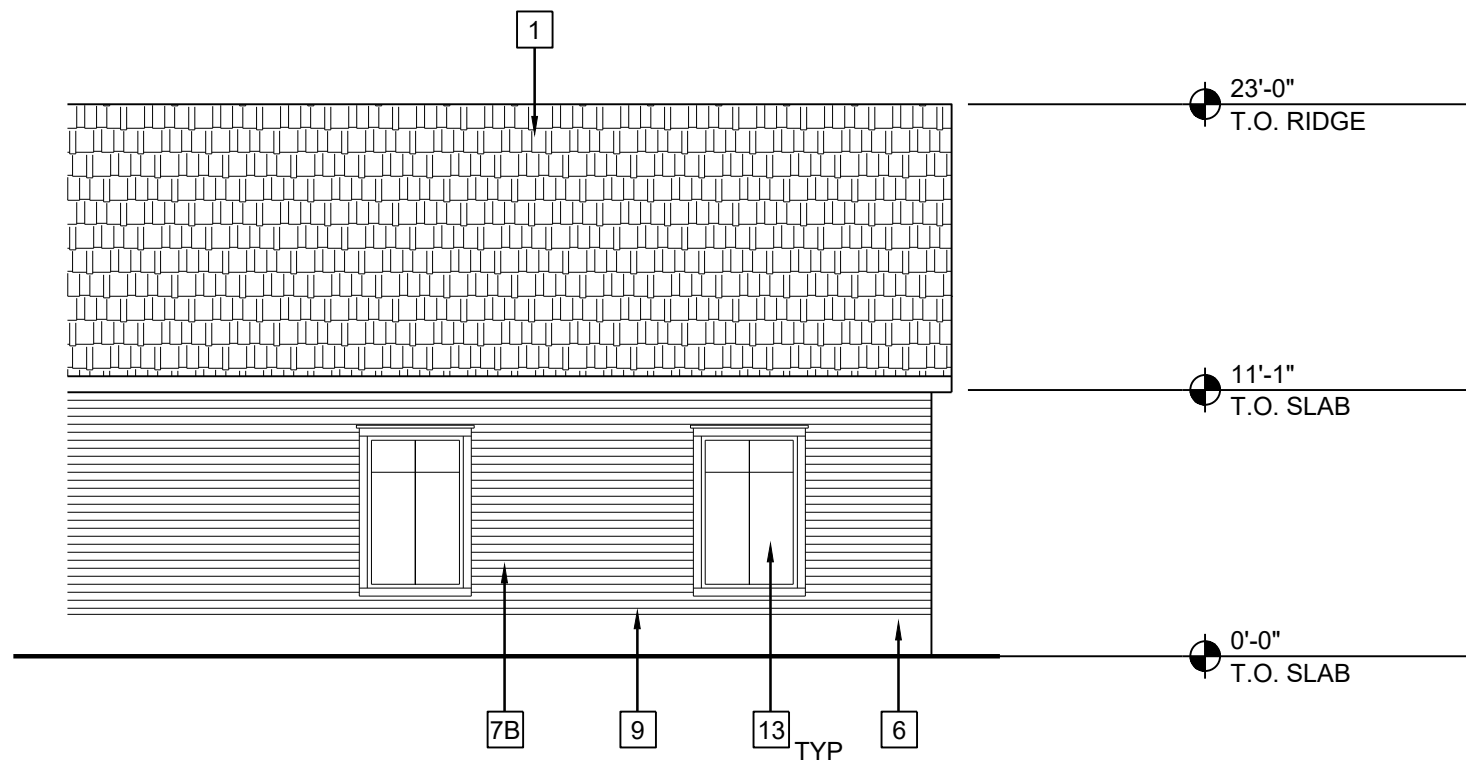
4 ELEVATION
1/8" = 1'-0"



3 ELEVATION
1/8" = 1'-0"



2 ELEVATION
1/8" = 1'-0"



1 ELEVATION
1/8" = 1'-0"

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DATE: MARCH 10, 2021
ISSUE:
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SHEET NAME:

EXTERIOR ELEVATIONS

SHEET NUMBER:
A2.03

ADDENDA / REVISIONS		
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DATE: MARCH 10, 2021

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PROJECT MGR:

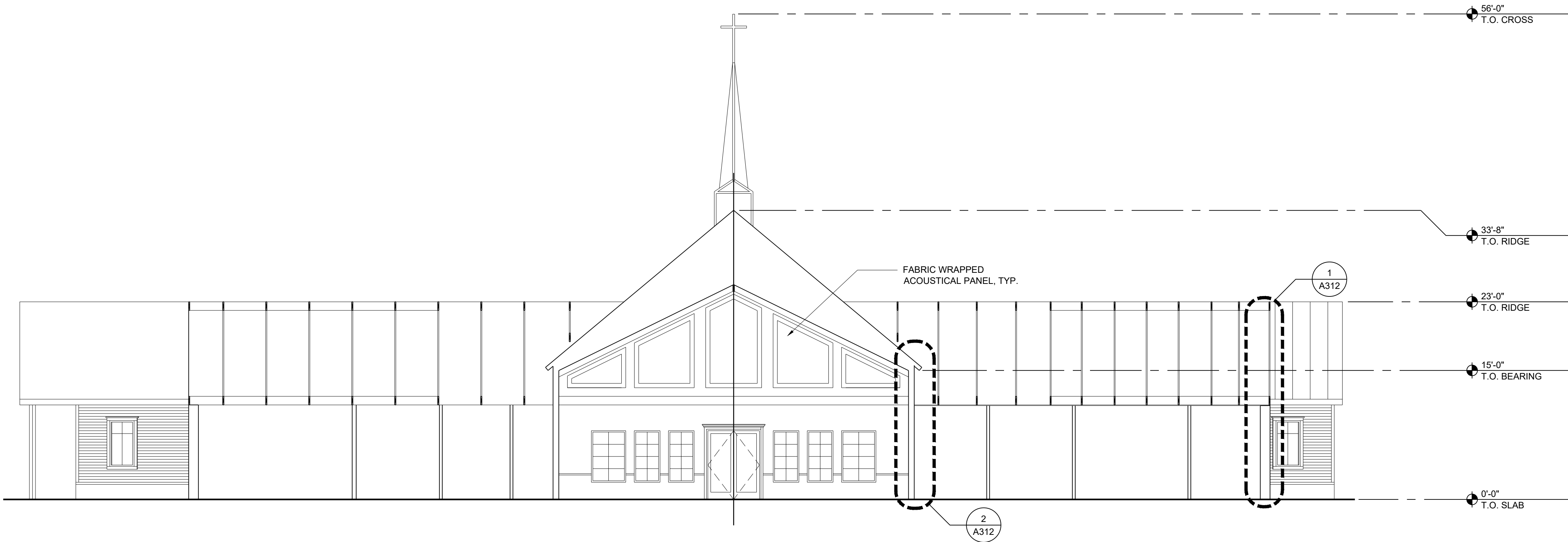
PROJECT NO.:

SHEET NAME:

BUILDING SECTIONS

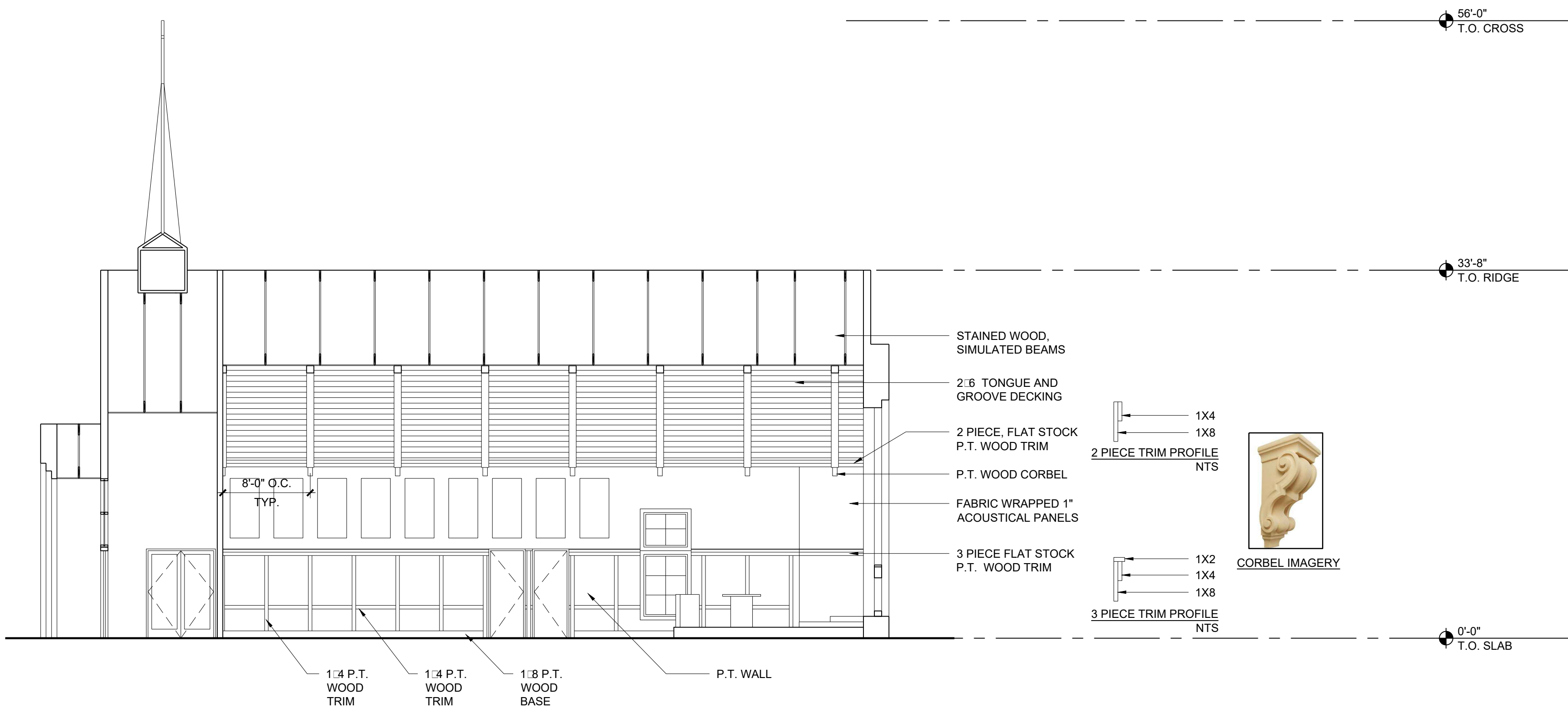
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A3.11



1 BUILDING SECTION

1/8" = 1'-0"



1 BUILDING SECTION

1/8" = 1'-0"

ADDENDA / REVISIONS		
NO.	DATE	DESCRIPTION

DATE: MARCH 10, 2021

ISSUE:

PROJECT MGR:

PROJECT NO.:

SHEET NAME:

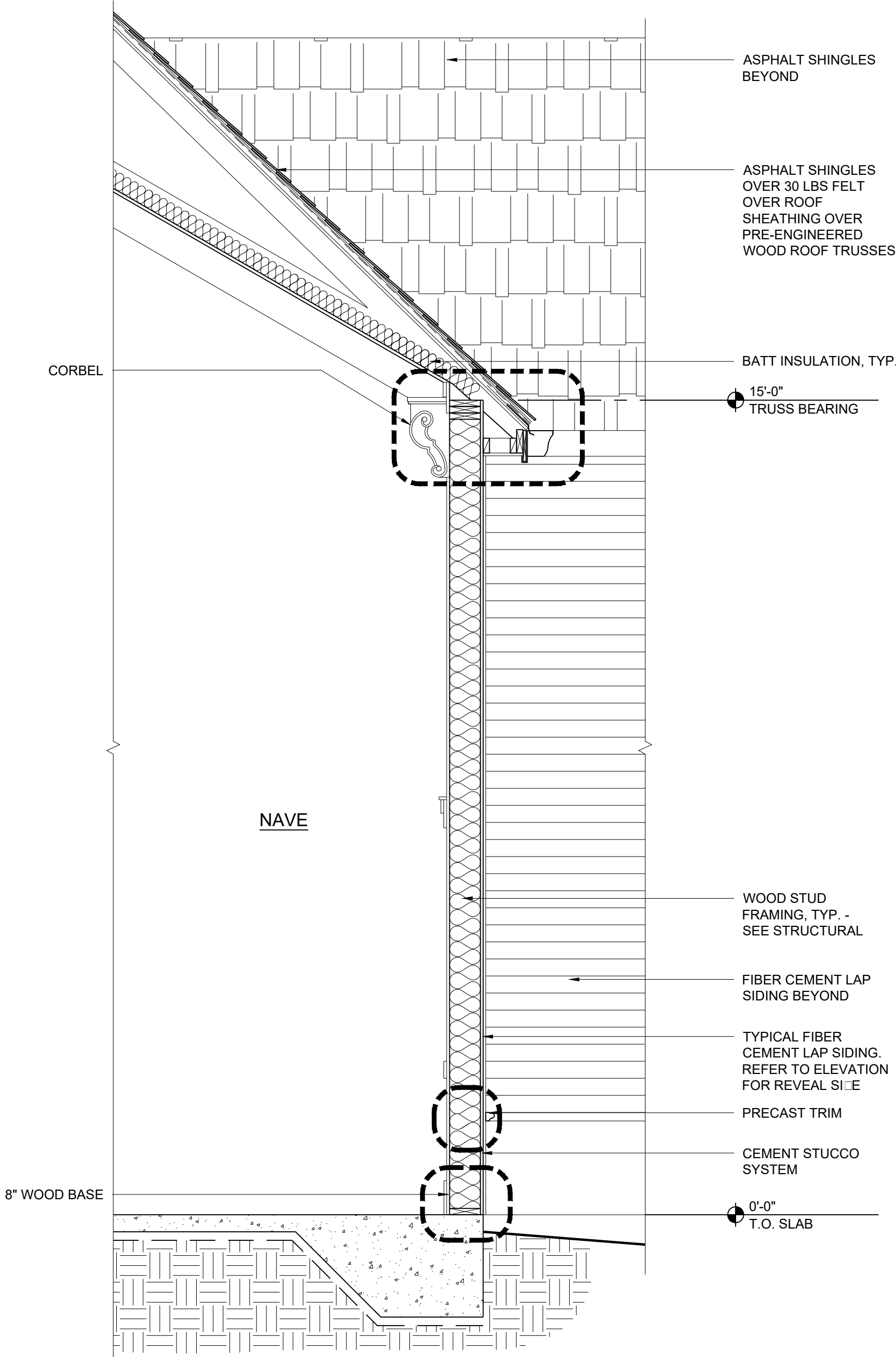
WALL
SECTIONS

SHEET NUMBER:

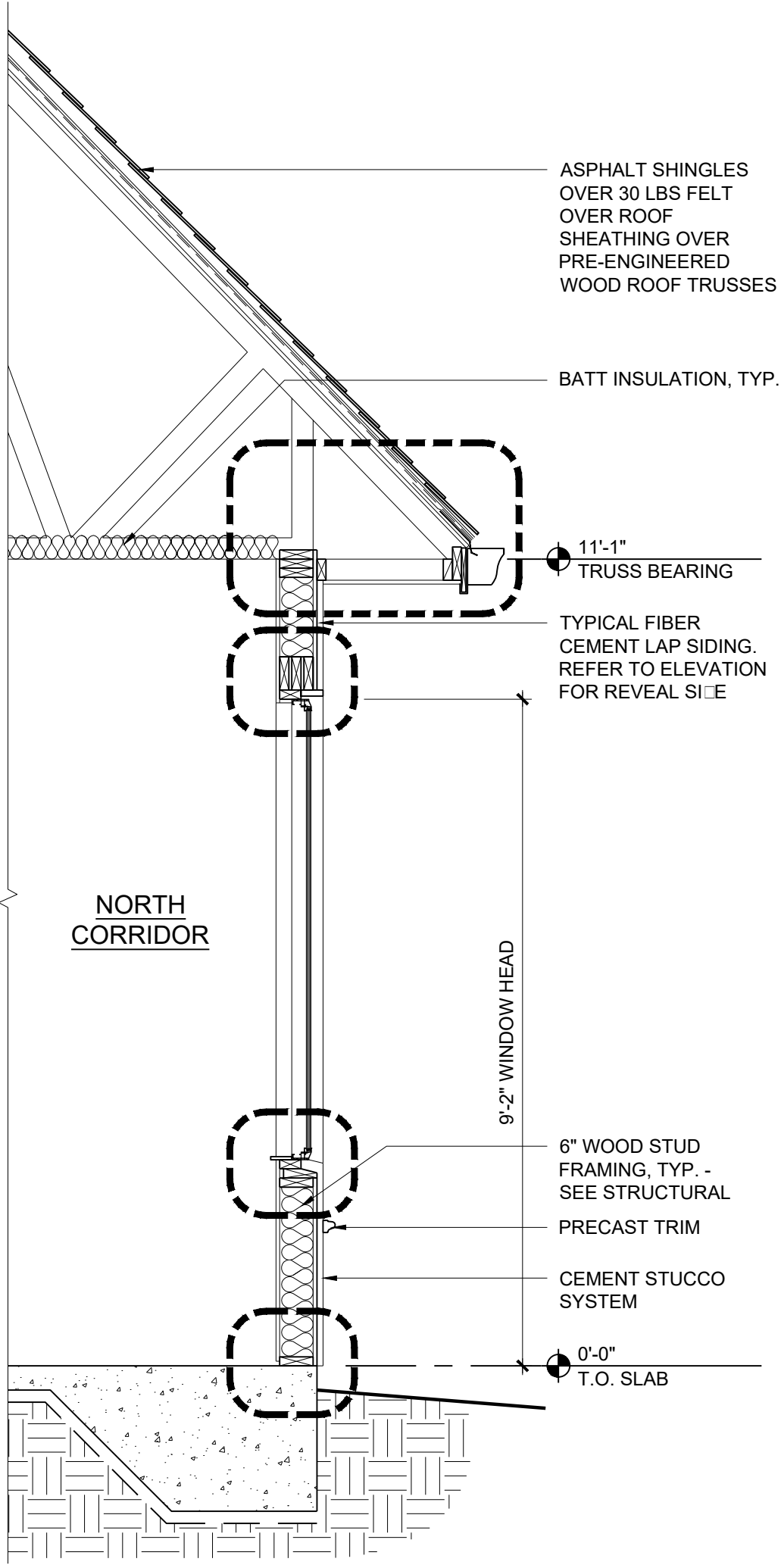
A3.12



CORBEL IMAGERY



2 WALL SECTION



1 WALL SECTION



Planning and Zoning Board

agenda item

item type	Discussion Item(s)	meeting date	July 27, 2021
prepared by	Allison McGillis	approved by	Bronce Stephenson
board approval	Completed		
strategic objective			

subject

Discussion of OAO Comprehensive Plan and Zoning Code Ordinances

motion / recommendation

background

alternatives / other considerations

fiscal impact

ATTACHMENTS:

[OAO 2.0 Comp Plan Draft 7.16.21.pdf](#)

ATTACHMENTS:

[Zoning Code OAO 2.0 Draft 7.16.21.pdf](#)

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AMENDING CHAPTER 58 "LAND
DEVELOPMENT CODE" ARTICLE I, AND THE
COMPREHENSIVE PLAN SO AS TO ADOPT NEW
GOALS, OBJECTIVES AND POLICIES OF THE FUTURE
LAND USE ELEMENT TO ESTABLISH THE ORANGE
AVENUE OVERLAY DISTRICT; PROVIDING FOR
CONFLICTS; SEVERABILITY AND AN EFFECTIVE
DATE.**

WHEREAS, the Creation of the Orange Avenue Overlay process was an extensive multi-year community planning effort that involved continuous opportunities for public input and unique collaborative opportunities, such as: a community walkshop, surveys, citizen boards and focus groups, educational videos, open houses, charettes, written-only visioning, work sessions and much more; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and voted to recommend adoption of these proposed amendments to the Zoning Regulations portion of the Land Development Code, having held a public hearing, which was noticed to every property Citywide, on _____; and

WHEREAS, the Winter Park City Commission has reviewed the proposed Comprehensive Plan amendment and held an advertised public hearing, which was noticed to every property Citywide, on _____ and will have a second advertised public hearing after review and compliance with any requested changes by required State Agencies, and provided for public participation in the process in accordance with the requirements of State law and the Comprehensive Plan; and

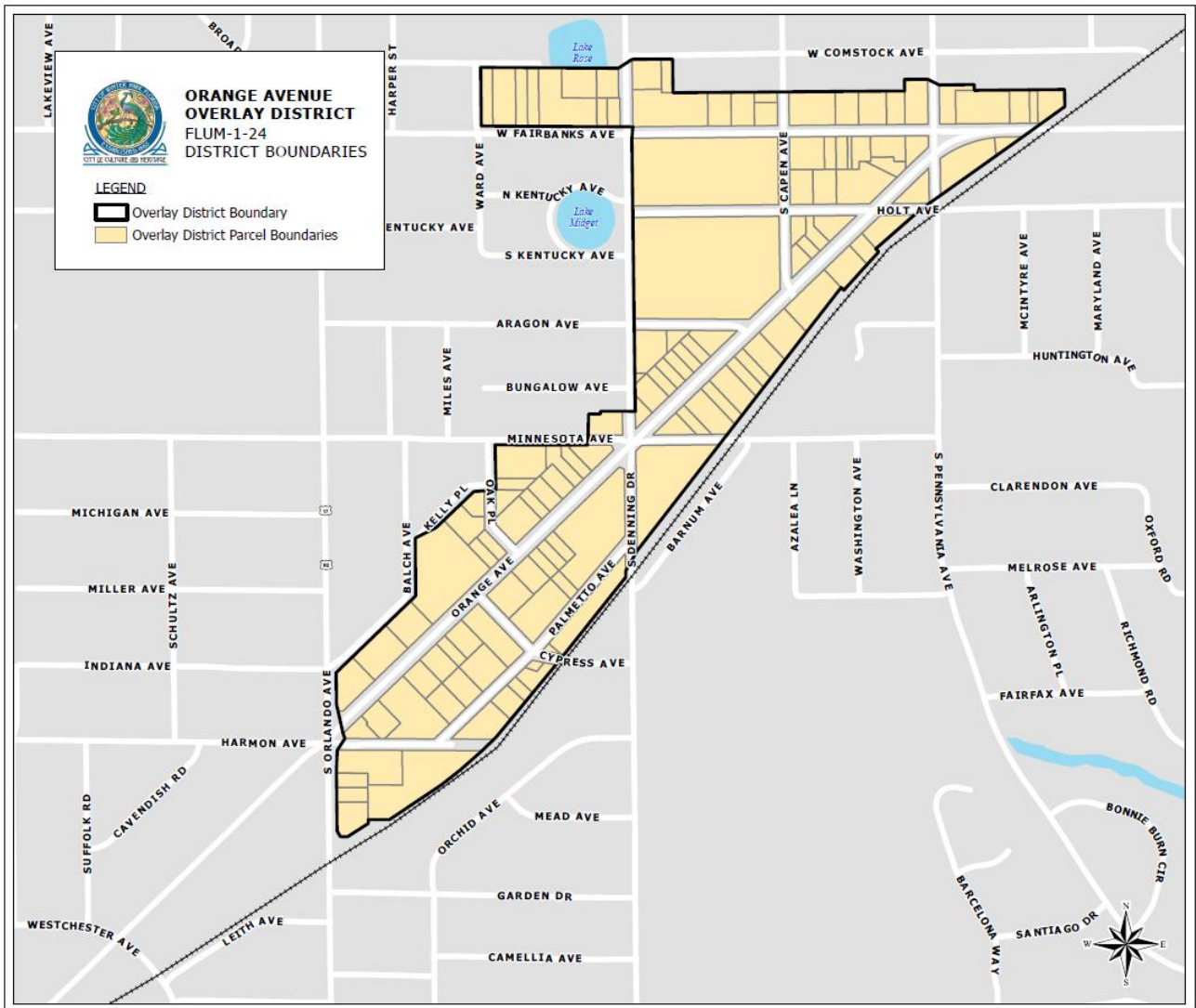
WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose, meets the requirements of law and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. Amendment. That Chapter 58 "Land Development Code", Article I "Comprehensive Plan" is hereby amended to add new Goals, Objectives and Policies and FLUM-1-24 map and FLUM-1-24 subarea map to the Future Land Use Element of the City of Winter Park Comprehensive Plan to read as follows:

GOAL 1-8: Establishment of the Orange Avenue Overlay District. The City shall establish the Orange Avenue Overlay District in order to implement specific purposes, intents, and design standards, which shall be applied as additional standards to other regulations required by the City to an area defined as the Orange Avenue Overlay District.

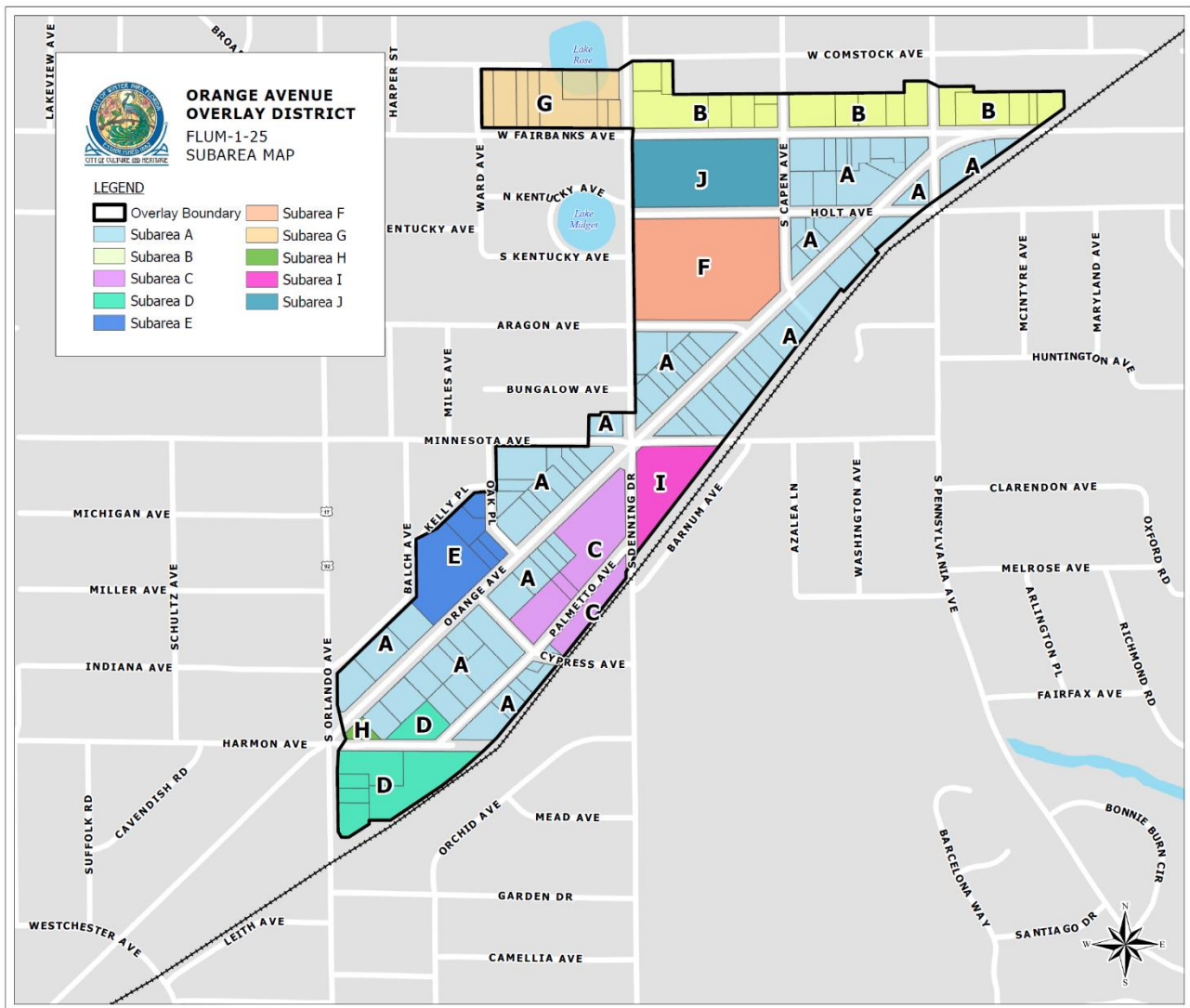
OBJECTIVE 1-8.1: Orange Avenue Overlay District. The boundaries of the Orange Avenue Overlay District are identified in FLUM-1-24 and the Policies regarding this Overlay District shall be established as defined herein.



Policy 1-XXX: Conflicts. The Policies set forth in and for the Orange Avenue Overlay District (OAO) shall prevail to control and govern the development of the property defined in Map FLUM-1-24 over any conflicting goals, objectives and policies found in the other provisions of the Future Land Use Element of the Comprehensive Plan, including any Planning Area Policies.

Policy 1-XXX: Orange Avenue Overlay District Subareas. The Orange Avenue Overlay District Subarea Map, FLUM-1-25, shall delineate the different subareas and their specific development standards. Changes to the subarea map shall not be allowed unless initiated at the direction of, or otherwise authorized by, the City Commission. Each area has unique characteristics, issues and opportunities. The base and maximum achievable Floor Area Ratio (FAR), height and residential densities (if applicable) for each subarea are defined below. A percentage-based upgrade system is established for certain properties within the Orange Avenue Overlay District (OAO).

to possibly earn additional FAR up to their maximum achievable FAR, by providing certain public improvements and area-wide solutions is outlined in the Land Development Code.



- (1) Subarea A.
 - a. Base Floor Area Ratio: 45%
 - b. Maximum Achievable Floor Area Ratio: 60% (only with residential)
 - c. Maximum Height: 2 Stories for any properties abutting Orange Avenue and Minnesota Avenue, and 3 stories for all other properties within the subarea.
 - d. Maximum Residential Density: 17 units per acre
- (2) Subarea B.
 - a. Base Floor Area Ratio: 45%
 - b. Maximum Achievable Floor Area Ratio: 60% (only with residential)
 - c. Maximum Height: 3 Stories (but with maximum height of 35 feet)
 - d. Maximum Residential Density: 17 units per acre

- (3) Subarea C.
 - a. Maximum Floor Area Ratio: 20%
 - b. Maximum Floor Area Ratio of Parking Structure: 65%
 - c. Maximum Height: 2 stories, with possible rooftop area.
 - d. Maximum Height of Parking Structure: 3 levels, plus open top level.
 - e. Maximum Residential Density: 0 units per acre
- (4) Subarea D.
 - a. Base Floor Area Ratio: 60%
 - b. Maximum Achievable Floor Area Ratio: 100%
 - c. Maximum Height: 5 stories, but with maximum height of 56 feet
 - d. Maximum Residential Density: 17 units per acre
 - i. The City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.
- (5) Subarea E.
 - a. Base Floor Area Ratio: 45%
 - b. Maximum Achievable Floor Area Ratio: 60% (additional square footage only allowed for parking structure)
 - c. Maximum Height: 2 Stories
 - d. Maximum Residential Density: 17 units per acre
- (6) Subarea F.
 - a. Base Floor Area Ratio: 20%
 - b. Maximum Achievable Floor Area Ratio: 20%
 - c. Maximum Height: 2 Stories
 - d. Maximum Residential Density: Residential uses shall not be permitted.
- (7) Subarea G.
 - a. Base Floor Area Ratio: 45%
 - b. Maximum Achievable Floor Area Ratio: 45%
 - c. Maximum Height: 2 stories
 - d. Maximum Residential Density: 17 units per acre
- (8) Subarea H.
 - a. Base Floor Area Ratio: 0%
 - b. Maximum Achievable Floor Area Ratio: 0%
 - c. Maximum Height: N/A
 - d. Maximum Residential Density: Residential uses shall not be permitted.
- (9) Subarea I.
 - a. Base Floor Area Ratio: 45%
 - b. Base Floor Area with Residential: 60%
 - c. Maximum Achievable Floor Area Ratio: 100%
 - d. Maximum Height: 3 Stories
 - e. Maximum Residential Density: 17 units per acre

- i. The City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.

(10) Subarea J.

- a. Base Floor Area Ratio: 60%
- b. Maximum Achievable Floor Area Ratio: 100%
- c. Maximum Height: 4 Stories
- d. Maximum Residential Density: 17 units per acre
 - i. The City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.

Policy 1-XXX: Meaningful Open Space Requirements. It is the intent of the OAO to ensure that the development and enhancement of properties includes the creation of meaningful, useable, accessible, green and beautiful open space that invites the public to relax, interact, recreate, unwind and stimulate social connection. Where properties are planned for redevelopment, meaningful open space and the design of structures around these open spaces is the most important consideration. At a minimum, each property 2 acres in size and above, or any project covering 2 acres, that is redeveloped shall provide a minimum of 25% meaningful open space, which is open to and available to the public. At least 50% of required meaningful open-space areas provided shall be greenspace and at least 50% of hardscape areas shall be pervious or semi-pervious. Pervious areas such as retention ponds, parking lot islands or landscape planting areas around building bases shall not be counted as open space. Existing park space shall not count towards open space requirements. Open space shall be areas that are open and inviting to the public. Open space can include green areas, hardscape areas, semi-pervious areas, balcony or roof areas that are open to the public and other similar-type spaces. At least 90% of the open space shall be provided at ground level.

Policy 1-XXX: Parallel Orange Avenue Access. Where Palmetto Drive, Vivian Drive and Harmon Drive provide secondary and primary access to properties within the OAO area, portions of these roadways may be considered to be closed, vacated or re-aligned subject to City Commission approval, so long as a parallel public access road and dedicated public right-of-way of at least the same width as the portion of road proposed to be closed and vacated is to be provided and maintained to allow vehicular access between Orlando Avenue and Denning Drive. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority should re-alignment be requested.

Policy 1-XXX: Contribution to Transportation and Mobility Infrastructure. Development and redevelopment within the OAO requiring a conditional use approval

shall contribute to the cost of transportation and mobility improvements prior to permitting based upon the estimated cost to fund the design, engineering, permitting, and construction of those transportation and mobility projects within or proximate to the OAO that are impacted by such development or redevelopment. The owner and developer of a project shall enter into an agreement with the City addressing the project's contribution to transportation infrastructure, as part of conditional use approval. In the event the City establishes a mobility fee, road impact fee, special assessment or other funding mechanism a project's payment of such required fee may satisfy requirements of this policy.

Policy 1-XXX: Appearance Review. All development, redevelopment and external renovation occurring within the OAO shall comply with the architectural standards as set forth in the OAO policies and implementing land development regulations. All external renovation, redevelopment and development projects within the OAO shall undergo an architectural appearance review by the City.

Policy 1-XXX: Public Hearings for Conditional Uses. Prior to approval, there must be at least two public hearings conducted before the City Commission for a Conditional Use application for a project within the OAO that has: (i) a land area of more than 80,000 square feet, (ii) a building of more than 35,000 square feet, or (iii) more than 25 residential units.

Policy 1-XXX: Floor Area Ratio for Parking Structures. Parking structures shall count towards the Floor Area Ratio (FAR) for any project/property within the Orange Avenue Overlay District, except for any underground levels, parking dedicated for public parking in perpetuity, and the open top level. Additionally, the required 10% of parking spaces provided above and beyond minimum code requirements (which is required to be leased to small businesses in the OAO) shall not count towards the FAR of a project.

Policy 1-XXX: Block Structure. The OAO is designed to enhance pedestrian walkability, connectivity and safety and to create a safe, comfortable and convenient pedestrian experience. Towards this end, the OAOs multimodal transportation system is based on inter-connected streets forming small blocks similar to successful patterns of the more walkable areas of the City such as the Park Avenue Corridor. Any additional development or redevelopment of parcels in excess of 2 acres within the OAO shall be required to create a block structure and pedestrian corridors conducive to pedestrian safety, comfort, and vehicular circulation.

SECTION 2. Vesting. In order to not adversely affect development projects that are in process and for which expenditures have been made in reliance upon the existing code provisions, the City will allow such development projects to be subject to the underlying zoning and future land use of the property, land development regulations and conditions of development approval existing prior to the adoption of this Ordinance provided such development's site and building floor plans and/or conditional use have been received and approved by the City prior to the effective date of this Ordinance. However, for any development project that received a conditional use approval from the City Commission prior to the effective date of this Ordinance, the expiration of that conditional use approval per Section 58-90 shall apply, and the City Commission will not approve any Conditional

Use extensions of those development projects that have been approved prior to the effective date of this Ordinance.

Further, to address claims of an inordinate burden to an existing use of real property or a vested right to a specific use of property, the City Commission may adopt land development regulations to allow, upon further City Commission approval, development of property within the OAO pursuant to the underlying zoning and future land use of the property existing prior to the adoption of this Ordinance and other applicable land development regulations without compliance with or the benefit of the goals, objectives and policies of this Ordinance and its implementing land development regulations.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. To the extent any provision or provisions of this Ordinance conflict with the provision or provisions of other Ordinances, the provisions of this Ordinance control. This Ordinance further confirms and readopts the repeal of Ordinance 3166-20 and Ordinance 3167-20. The proposed comprehensive plan amendment set forth in Ordinance 3166-20 (previously rescinded and repealed prior to its effective date) is not and was never a part of, incorporated into or codified into the City of Winter Park Comprehensive Plan.

SECTION 5. Codification. Section 1 of this Ordinance shall be codified and made a part of the City of Winter Park Comprehensive Plan, and the provisions of this Ordinance may be renumbered or re-lettered to accomplish this intention. The provisions of Section 1 of this Ordinance shall constitute the entirety of Comprehensive Plan goals, objectives, policies and maps of and for the Orange Avenue Overlay District. The word "Ordinance" may be changed to "Section," "Article," "Goal," "Objective," "Policy" or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 6. Effective Date. The Comprehensive Plan amendments provided for under this Ordinance and this Ordinance do not become effective until 31 days after adoption of this Ordinance unless timely challenged. If timely challenged, this Ordinance and the comprehensive plan amendments may not become effective until the State Land Planning Agency or the Administration Commission enters a final order determining that the adopted amendments are in compliance.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Phil Anderson, Mayor

Attest:

City Clerk Rene Cranis

**OAO ZONING CODE DRAFT
7.16.2021 VERSION**

----- = Section that needs review and/or edits
----- = Mayor Anderson Comments
----- = City Attorney edits

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF WINTER PARK,
FLORIDA, AMENDING CHAPTER 58 "LAND
DEVELOPMENT CODE" ARTICLE III, "ZONING" SO AS
TO ADOPT A NEW ZONING DISTRICT SECTION 58-83
ORANGE AVENUE OVERLAY DISTRICT (OAO)
CREATING REGULATIONS FOR THE ORANGE AVENUE
OVERLAY DISTRICT; PROVIDING FOR CONFLICTS;
REPEAL; SEVERABILITY AND AN EFFECTIVE DATE.**

WHEREAS, the Creation of the Orange Avenue Overlay process was an extensive multi-year community planning effort that involved continuous opportunities for public input and unique collaborative opportunities, such as: a community walkshop, surveys, citizen boards and focus groups, educational videos, open houses, charettes, written-only visioning, work sessions and much more; and

WHEREAS, the Winter Park Planning and Zoning Board, acting as the designated Local Planning Agency, has reviewed and recommended adoption of proposed amendments to the Zoning Regulations portion of the Land Development Code having held an advertised public hearing on _____, and has recommended approval of this Ordinance to the City Commission; and

WHEREAS, the City Commission of the City of Winter Park held a duly noticed public hearing on this Ordinance set forth hereunder and considered findings and advice of staff, citizens, the Orange Avenue Overlay Steering Committee, the Planning & Zoning Board and all interested parties submitting written and oral comments and supporting data and analysis, and after complete deliberation, hereby finds the requested change consistent with the City of Winter Park Comprehensive Plan and that sufficient, competent, and substantial evidence supports the Land Development Code changes set forth hereunder; and

WHEREAS, Comprehensive Plan Policy 1-2.4.14, Mixed Use Designation directed. Within one year from the adoption of this Comprehensive Plan, the City will create a mixed use overlay or district for commercially designated parcels that would be intended to facilitate design and use flexibility to achieve pedestrian scale, innovative transit connectivity and maximizing open space within a commercially viable and architecturally desirable design. Complementary uses may include, but are not limited to retail, entertainment, office, civic and residential uses. The City shall also prepare companion land development code regulations that implement the proposed mixed use overlay or district simultaneously with any policy amendments related to this overlay or district. All policies related to this overlay or district will be subject to a Comprehensive Plan amendment; and

WHEREAS, the City Commission hereby finds that the land development regulations set forth in this Ordinance are consistent with the Comprehensive Plan as recently amended to establish the Orange Avenue Overlay District goals, objectives and policies; and

WHEREAS, the City Commission hereby finds that this Ordinance serves a legitimate government purpose, meets the requirements of law and is in the best interests of the public health, safety, and welfare of the citizens of Winter Park, Florida.

NOW, THEREFORE, BE IT ENACTED BY THE CITY OF WINTER PARK, FLORIDA:

SECTION 1. Amendment. That Chapter 58 "Land Development Code", Article III "Zoning" of the Code of Ordinances is hereby amended and modified by adopting a new Section 58-83 Orange Avenue Overlay District (OAO), to read as follows:

Section 58-83. Orange Avenue Overlay District (OAO).

- (1) *Establishment of Orange Avenue Overlay District.* The Winter Park City Commission adopts this overlay district as needed in order to implement specific purposes, intents, and design standards based upon the adopted Comprehensive Plan goals, objectives and policies for the Orange Avenue Overlay District, which shall be applied as additional standards to other regulations required by the City. Such overlay district shall be made a part of this section of the Land Development Code. Upon adoption, the boundaries of such overlay district shall be shown on the Winter Park Zoning Map.
- (2) *Applicability.*

An overlay district acts as an additional layer of zoning over the base (or underlying) zoning district. All development projects located within this overlay district shall adhere to the requirements of this Section and other applicable provisions of the Land Development Code. The provisions of this Section shall prevail to govern the development of property within the overlay district over conflicting provisions found in other parts of the Land Development Code, including the provisions of the applicable base zoning district.
- (3) *Orange Avenue Overlay District.* The provisions and regulations for the Orange Avenue Overlay District within the City of Winter Park are outlined below.
 - (1) *Orange Avenue Overlay District.* It is the intent of the Orange Avenue Overlay District ("OAO") to provide enhanced standards to protect and promote the unique characteristics of the Orange Avenue area and create a distinct gateway into Winter Park. This OAO is used to create a sense of place established through specific architectural styles, streetscape design, open space areas, setbacks, site design, landscaping and other regulatory controls. The following provisions and regulations apply to all properties located within the OAO unless expressly provided otherwise.
 - a. *Location and boundaries.* The OAO boundaries are identified on the following map. The provisions and regulations found herein shall only

**ORANGE AVENUE
OVERLAY DISTRICT
DISTRICT BOUNDARIES**

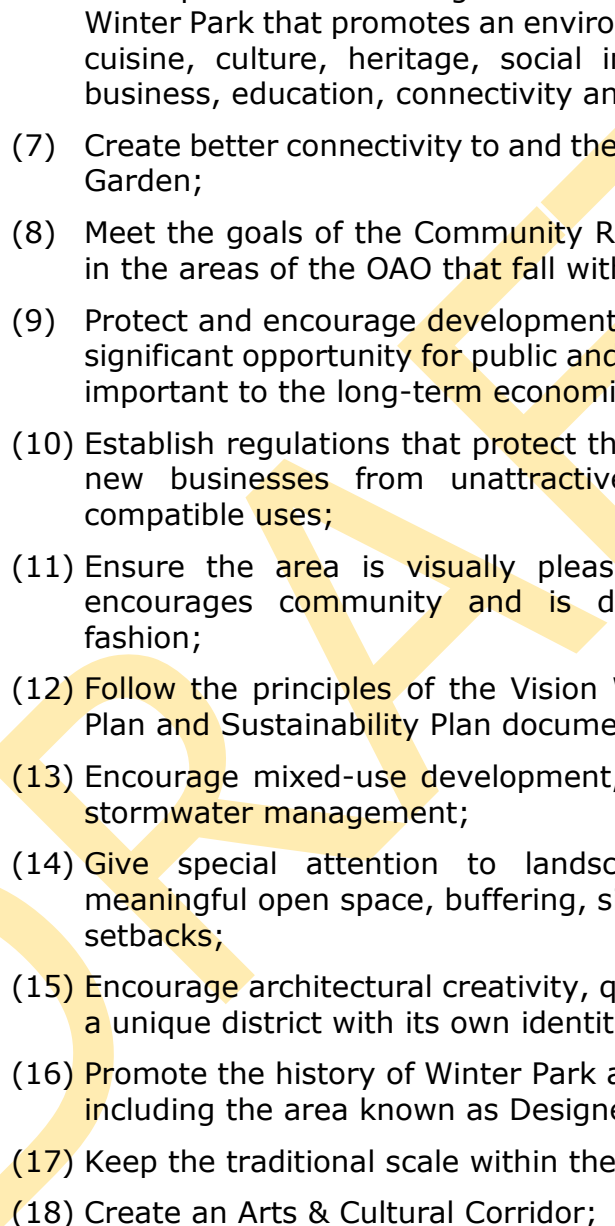
LEGEND

- Overlay District Boundary
- Overlay District Parcel Boundaries

The map displays the Orange Avenue Overlay District, which is bounded by Harper St to the north, S Orlando Ave to the west, and S Pennington Ave to the east. The district includes several streets, including W Comstock Ave, W Fairbanks Ave, N Kentucky Ave, S Kentucky Ave, Aragon Ave, Bungalow Ave, Minnesota Ave, Orange Ave, Kelly Pl, Oak Pl, Balch Ave, S Orlando Ave, Harmon Ave, Orchard Ave, Mead Ave, Garden Dr, Camellia Ave, Leith Ave, Westchester Ave, Suffolk Rd, Cavendish Rd, Miller Ave, Michigan Ave, Indiana Ave, and Schultze Ave. The map also shows the locations of Lake Rosa and Lake Michigan. A north arrow is located in the bottom right corner.

b. Purpos
(1) En
ac

- (1) Encourage sustainable development, redevelopment, and adaptive reuse that will become a long-term asset to Winter Park;
- (2) Create and enhance connectivity to the surrounding neighborhoods and promote connectivity to all of Winter Park;
- (3) Utilize and incentivize private development and/or redevelopment to create solutions for the existing problems that small properties and business-owners in the Orange Avenue area face;

- 
- (4) Create public improvements that will benefit all residents and visitors of Winter Park;
 - (5) Provide the opportunity for existing businesses and properties to improve their structures, their businesses and their building facades;
 - (6) Restrict uses and create regulations that promote the development of the Orange Avenue area as a special place within Winter Park that promotes an environment of arts, healthy-living, cuisine, culture, heritage, social interaction, healthcare, local business, education, connectivity and community;
 - (7) Create better connectivity to and the promotion of Mead Botanical Garden;
 - (8) Meet the goals of the Community Redevelopment Agency (CRA) in the areas of the OAO that fall within the CRA boundary;
 - (9) Protect and encourage development of an area that represents a significant opportunity for public and private investment, which is important to the long-term economic health of Winter Park;
 - (10) Establish regulations that protect the investment of existing and new businesses from unattractive, unsustainable and non-compatible uses;
 - (11) Ensure the area is visually pleasing and creates place that encourages community and is developed in a coordinated fashion;
 - (12) Follow the principles of the Vision Winter Park, Comprehensive Plan and Sustainability Plan documents;
 - (13) Encourage mixed-use development, shared parking and shared stormwater management;
 - (14) Give special attention to landscaping, architectural detail, meaningful open space, buffering, signage, lighting, and building setbacks;
 - (15) Encourage architectural creativity, quality and variation to create a unique district with its own identity;
 - (16) Promote the history of Winter Park and the Orange Avenue area, including the area known as Designers Row;
 - (17) Keep the traditional scale within the OAO;
 - (18) Create an Arts & Cultural Corridor;
 - (19) Protect and promote Historic architecture, where it exists in the area;
 - (20) Attract new businesses, retain small businesses and encourage locally-owned businesses in the Orange Avenue area; and
 - (21) Enhance pedestrian walkability, connectivity and safety and to create a safe, comfortable and convenient pedestrian experience

with shaded sidewalks, interesting business fronts, connected destinations and walkable block sizes.

c. *Permitted Uses.* Any use not listed specifically as an allowed use herein shall be deemed to be prohibited in the OAO. The following uses up to 10,000 square feet shall be allowed by-right on any property within the OAO, unless otherwise specified within the applicable subarea policies:

- (1) Antique Stores
- (2) Bars, taverns, cocktail lounges (with food sales and 51% of revenue must be from food sales)
- (3) Blueprinting, photocopying and printing offices
- (4) Boutique Hotel with 100 rooms or less and has minimal food and beverage operations, no banquet facilities permitted
- (5) Breweries/distilleries (with food sales)
- (6) Market or corner store (up to 5,000 square feet and excluding convenience store)
- (7) Dry Cleaning (Drop-Off Only, with off-site processing & no drive-thru)
- (8) Financial institutions, including banks, savings and loan associations and credit unions (with a maximum of 2 drive-thru lanes, which are screened from view)
- (9) Fine arts museums, fine arts instruction, dance instruction and music instruction
- (10) Fitness facility, exercise or health club (up to 5,000 square feet)
- (11) Food Halls
- (12) Government services
- (13) Grocer (not including convenience store), up to 10,000 square feet.
- (14) Health and wellness studios (up to 5,000 square feet)
- (15) Mixed-Use Development (can be vertical or horizontal) that includes two or more uses allowed within the OAO.
- (16) Nonprofit organization offices
- (17) Personal services (spa, barber shop, hair salon, nail salon, massage, cosmetic treatment) cannot be a standalone massage parlor, must be part of a spa or cosmetology salon
- (18) Pet supply shop, pet grooming, pet daycare (provided that there shall be no outside kennels, pens or runs. No overnight or weekend boarding of animals)
- (19) Photography Studio
- (20) Professional offices (including medical and dental offices)

- (21) Recreational facilities up to 5,000 square feet
 - (22) Residential uses such as condominiums, townhomes, apartments, lofts, studios unless not allowed by the applicable subarea restrictions. If more than 4 units is proposed as a part of any new development, remodel or addition, each of the units shall be a minimum of 750 square feet of living area
 - (23) Restaurants/Fast-Casual Dining/Fine-Dining
 - (24) Retail businesses involving the sale of merchandise on the premises within enclosed buildings and excluding resale establishments or pawn shops (other than clothing resale stores), a maximum size of 10,000 square feet.
 - (25) Theater
 - (26) Uses customarily incidental and accessory to the permitted uses, including the repair of goods of the types sold in stores are permitted. Such repair must be carried on within a completely enclosed building, may not be carried on as a separate business, and provided further that there shall be no manufacturing, assembling, compounding, processing or treatment of products other than that which is clearly incidental and essential to the permitted uses. No external signage shall be permitted for accessory uses.
 - (27) Shared office space
- d. *Conditional Uses.* The following uses shall be allowed only with approval of a Conditional Use on any property within the OAO, unless otherwise specified within the applicable subarea policies:
- (1) Bars, taverns, cocktail lounges (without food sales)
 - (2) Breweries/distilleries (without food sales)
 - (3) Fitness facility, exercise or health club over 5,000 square feet, but less than 10,000 square feet
 - (4) Recreational facilities over 5,000 square feet, but less than 10,000 square feet
 - (5) Buildings or permitted uses within this section over 10,000 square feet in size
 - (6) Resale/antique stores
 - (7) Vehicle sales showroom provided the following criteria are met that all product and inventory must be housed within a fully enclosed building, that all repair and service must be conducted within a fully enclosed building with no outside storage permitted, that the hours of retail operation are limited to 8 am to 6 pm Monday-Friday and 9 am to 5 pm on Saturday and that 30% of subject property, exclusive of stormwater retention, shall be devoted to green open space visible from an arterial roadway.

e. *Prohibited Uses.* All uses not permitted or conditionally permitted within the OAO are prohibited. Without limiting the uses that are prohibited in the OAO, the following uses shall be prohibited in the OAO:

- (1) Adult-oriented businesses
- (2) Automotive-related businesses (i.e. auto sales, auto repair, auto rental, body shops, auto wash, auto audio, auto glass, auto tinting, auto parts sales)
- (3) Standalone massage parlors (not part of a health spa)
- (4) Fast food (with or without drive-thru)
- (5) Gas stations/convenience stores
- (6) Liquor stores
- (7) Pawn shops/check cashing
- (8) Tattoo parlors
- (9) Vape/smoke shops
- (10) Pain Management Clinics
- (11) Medical Marijuana Dispensaries, Processing, Growing, etc.
- (12) Billboards

f. *Non-Conforming Uses/Structures.* Existing but non-conforming properties uses and non-conforming structures, which existed as of the date the OAO became effective, shall be allowed to continue as legally non-conforming in the same manner after the adoption of the OAO as existed prior to the effective date of the OAO except as provided herein. Nonconforming uses and non-conforming structures shall be subject to and comply with the provisions of this OAO when any of the conditions below occur that cause the non-conforming use or non-conforming structure to be deemed abandoned and become illegal unless otherwise allowed to remain pursuant to a special permit granted by the city commission pursuant to section 58-64(f).

- (1) A non-conforming principal use on the property is discontinued for a period of three (3) calendar months then such non-conforming use shall be deemed abandoned and become an illegal use;
- (2) A non-conforming structure is destroyed or significantly altered by sixty (60) percent or greater then such structure shall be brought into compliance with the OAO requirements; or
- (3) Enlargements of any existing non-conforming structures and/or uses are made to the property that increases the gross square footage then such property shall be brought into compliance with the OAO requirements.

Discontinuance of a non-conforming use will be determined by any of the following: (i) if the business relocates, (ii) if there is an interruption in utility service, (iii) a failure to pay applicable local business taxes or the expiration of a local business tax receipt, (iv) the absence of signage indicating the existence of the nonconforming use on the property, or (v) any other relevant evidence indicating discontinuation of the nonconforming use for the requisite time period. In determining the date of discontinuance, the date of the first indication of abandonment will be relied upon. A nonconforming use shall also be considered to be abandoned if a permitted use moves in place of a non-conforming use.

The Planning & Transportation Director or City Traffic Engineer or their respective designee may require the property owner to provide a site-specific traffic study to determine the potential impacts of the proposed changes to uses or structures as part of the site development plan.

- g. Residential Uses within the Overlay District.* The OAO shall not apply to existing residential uses or structures developed prior to the effective date of this section. Protections of existing residential uses shall be implemented. Properties currently used as and developed as residential prior to the effective date of this section shall continue to be subject only to current Land Development Code standards and protections governing such properties' underlying zoning designation and not those set forth in the OAO, unless and until such properties redevelop. Any change of use or redevelopment on the property shall require compliance with OAO standards. In order to protect existing structures that are used as a residence, new non-residential or mixed use development within the OAO shall have its structures setback at least 35 feet from the property boundaries of parcels with existing residential structures used as a residence that are not intended to be part of the proposed development, unless a written consent can be obtained from owner(s) of the affected existing residential structure(s) consenting to the waiver of such minimum setback requirement of this subsection. Parking garages shall be setback at least 100 feet from the property boundary of parcels used and developed as single-family or low-density residential.
- h. Landscaping Requirements.* Development and or redevelopment in the OAO shall comply with all landscaping requirements of other provisions of the Land Development Code and future corridor landscape plans, unless specifically addressed within the OAO. In addition to other requirements of Section 58-334 of the Land Development Code, all street frontages within the OAO shall contain at least one shade tree for every 50 feet of linear lot line. Side yards and rear yards not facing streets shall contain at least one understory tree for every 30 linear feet of side or rear lot lines.
- i. Block Structure and Circulation Requirements.*

(1) The OAO is designed to enhance pedestrian walkability, connectivity and safety and to create a safe, comfortable and convenient pedestrian experience. Towards this end, the OAOs transportation system is based on inter-connected streets forming small blocks similar to successful patterns of the more walkable areas of the City such as the Park Avenue Corridor.

(2) Block Configuration/Lot Standards: Any additional development or redevelopment of parcels in excess of 2 acres within the OAO shall be required to create a block structure and pedestrian corridors conducive to pedestrian safety, comfort, and vehicular circulation.

(a) New or redeveloped buildings within the OAO shall have building widths of between a minimum of 50 feet and a maximum of 300 feet wide where they interface with pedestrian oriented street frontages.

(b) Development shall provide a continuous driveway or alley that connects to adjacent parcels and roadways and provides access for emergency vehicles and city services.

(c) To the extent possible, given the size and shape of the parcel, new or redeveloped blocks shall be between a minimum perimeter of 1000 linear feet and a maximum perimeter of 1500 linear feet. The City goal is to encourage walkability based upon successful Park Avenue Corridor block perimeters of 1300 linear feet. Where existing block perimeters are smaller than 1500 linear feet, no further breakdown is required. Where block perimeters are larger than 1500 linear feet, new development shall be organized to break the land mass into walkable blocks.

(d) Driveways or alleys shall be constructed at widths adequate for dumpsters, trash compactors and circulation of solid waste collection vehicles, large truck delivery and allow emergency vehicles to maneuver past parked delivery vehicles and waste receptacles.

(3) Street Realignment and Parallel Orange Avenue Access. Where Palmetto Drive, Vivian Drive and Harmon Drive provide secondary and primary access to properties within the OAO area, portions of these roadways may be considered to be closed, vacated or re-aligned subject to City Commission approval, so long as a parallel public access road and approved by the City Commission, is dedicated and maintained to allow vehicular access between Orlando Avenue and Denning Drive. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority concern should the roadway be re-aligned. Any road shall be constructed with a minimum street travel lane width of 24 feet unobstructed and shall have unobstructed vertical clearance per National Fire Protection Act (NFPA) codes, shall replace all existing on-street parking and maintain the existing 50-foot public right of way.

(4) Street Sections: Any new, realigned, or redesigned street sections within the OAO shall be designed to create and maintain a quality comfortable walking environment encouraging the use of multimodal transit options including:

(a) On-street parking is to be provided to the maximum extent possible to buffer pedestrians from vehicular traffic. Parking space dimensions shall be not less than 9ft x 18ft.

(b) Vehicular traffic lanes on streets with bus routes shall be designed at not less than 12 feet to support safe circulation of busses.

(c) Bus transfers are to be located inside project boundaries to lessen traffic delays and increase safety on major roads. Bus transfers shall be coordinated and approved by Lynx.

(d) Shaded sidewalks and benches for resting and waiting for public transit shall be provided.

(e) Care shall be taken to minimize curb cuts and maximize visibility surrounding curb cuts.

(f). New development in conjunction with the City shall pursue approval from FDOT to utilize the FDOT rail right of way for pedestrian/bicycle trails where appropriate prior to submission of project plans for City approval.

(5) Sidewalks: All buildings, parking areas, public spaces, amenity features, and adjoining developments of similar use shall be linked with sidewalks. Sidewalks shall be provided along public streets that provide access to the development. A minimum 17-foot sidewalk is to be provided along Orange Avenue. Fairbanks Avenue and Orlando Avenue shall provide sidewalks at least ten feet wide with a minimum 5-foot landscape buffer along the back of curb, between the roadway and sidewalk. All other sidewalks in the OAO shall be 10-feet in width with a minimum 5-foot landscape buffer. If sufficient right-of way is not available, the building may need to be set back to accommodate these wider sidewalks and the additional space required to create the required sidewalks as defined herein shall be dedicated to public access through easement. Sidewalks shall be constructed in accordance with the standards for sidewalks set forth in City of Winter Park Engineering Standards and Landscape standards and constructed at the sole cost of the developer.

(a) Restaurants and cafes with seating within the public right-of-way shall be subject to the regulations contained in Chapter 90, Article VI - Sidewalk Cafes, of the Winter Park code of Ordinances.

(6) New Streetscapes: In order to improve the pedestrian experience, new development or redevelopment shall provide the streetscape area including sidewalks, lighting, landscape and street furniture and will dedicate pedestrian easements over this area prior to certificate of occupancy.

(7) Access Standard:

- (a) All city services including utility access, utility equipment, solid waste containers shall be placed at the rear of lots and accessed by driveways or alleys opening to side streets.
- (b) Garage and parking shall be accessed through driveways or alleys opening to side streets.

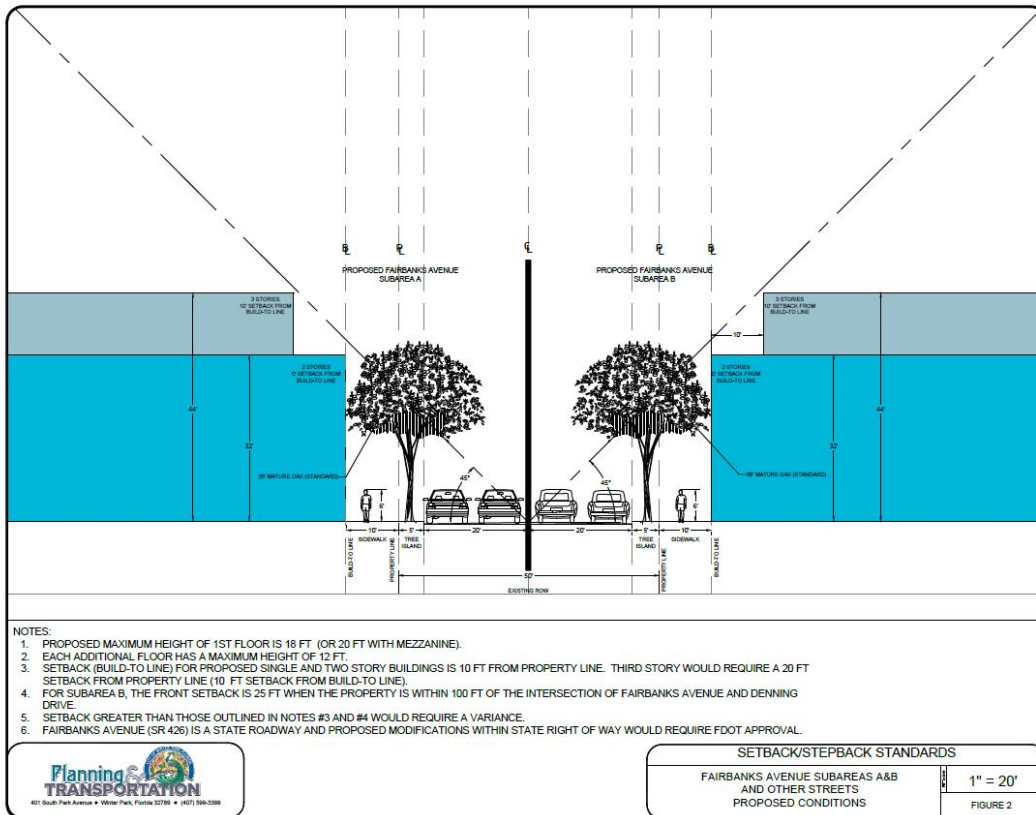
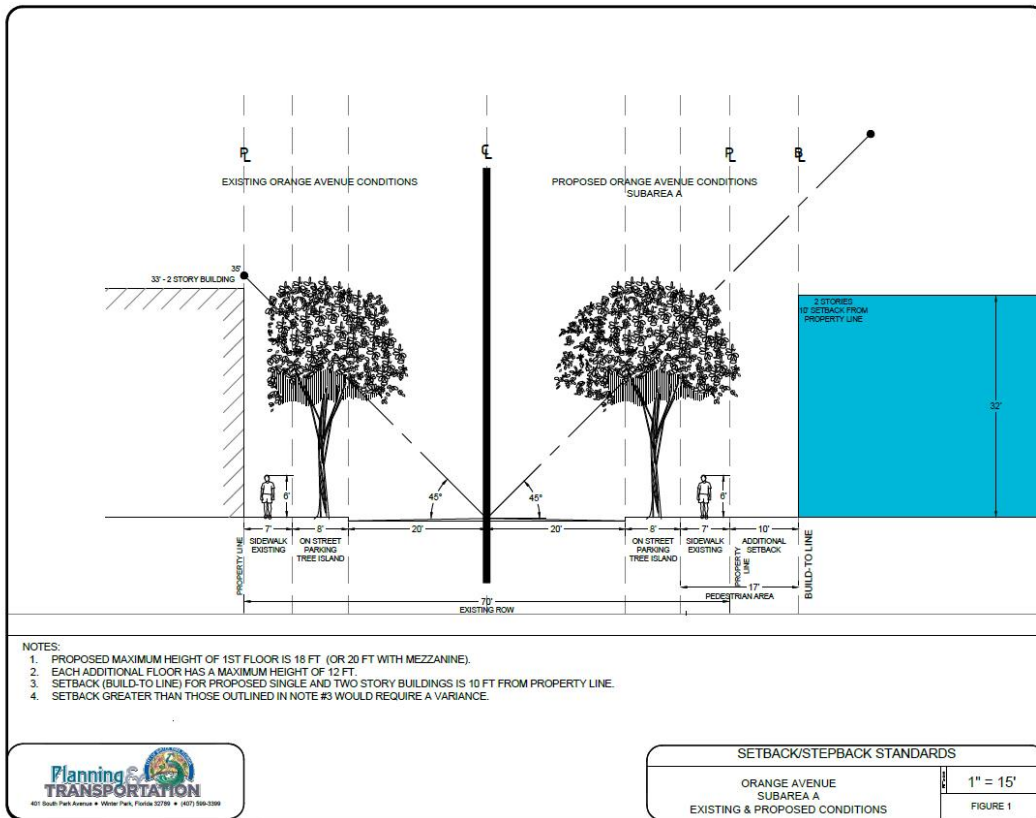
j. *Architectural Standards.* Development within all Subareas defined later in this section shall meet the following architectural standards.

- (1) *Building Height.* To allow for flexibility in design, but preserving development standards that will reduce building massing, buildings shall be measured in stories. For parking garages, levels visible on the exterior of the building shall be counted towards building height (ex. A 3-story building wraps around a 4-level interior parking garage, only the 3 stories would count as they are the only part visible).

The first floor of any building shall be allowed to be a maximum of 18 feet in height. When mezzanines, balconies or lofts are provided, first floor heights of 20 feet may be allowed. Mezzanine, balcony or loft levels shall be allowed within the first story, as long as they do not cover more than 30% of the first-floor area and stay within the maximum 20-foot first floor height area. Mezzanines, balconies or lofts shall not be allowed above the first floor. Each floor above the first floor shall have a maximum height of 12 feet.

For multi-story buildings over two stories in height, there shall be terracing and/or additional setbacks to accomplish vertical articulation is mandated to create relief to the overall massing of the building facades, as discussed later in this section.

- (2) *Setbacks/Stepbacks.* For any building over two stories in height that is built up to the allowable building line or "build-to" line, each additional floor shall be setback a minimum of ten (10) feet, or shall be within the allowable envelope as depicted in the figures below. The build to line is established by the greater of setback or sidewalk requirement. All setbacks are measured from the property line. Setbacks greater than the established "build-to" line require a variance. The required building stepbacks only apply to street frontages.



If a building is constructed within the allowable building envelope as depicted above, the first floor shall always be defined and articulated as addressed later in the OAO. Additionally, the building shall not exceed more than two stories of vertical wall without a setback/stepback, cornice, balcony or other major façade breakup, which shall create visual and massing relief. All walls shall provide two or three of the articulation options listed below, offset a minimum of 4 feet.

Each subarea of the OAO may define additional required setbacks for that area that may differ from what is defined in this section. The defined building envelope depicted above shall be maintained, regardless of any setbacks.

All setbacks and/or stepbacks shall provide space for the healthy development of shade tree crowns. The City Arborist shall review and recommend species selection and positioning to ensure compliance.

Rear building setbacks/stepbacks as defined herein shall not be required for properties abutting the railroad right-of-way. However, these rear facades shall provide articulation offset 4 feet, material change, window, entryway or other breakup of the building façade at least every 30 feet, both vertically and horizontally.

- (3) Facades. The intent of this subsection is to provide visual interest to all facades by requiring a minimum level of detail features on facades. These detail features shall not consist solely of applied graphics or paint. There shall be some sort of articulation, material or color change, window, entryway or other breakup of the building façade at least every 50 feet. Murals shall be allowed to contribute towards façade breakup.

(a) All facades of buildings with a gross floor area of ten thousand square feet or more shall be required to incorporate at least three (3) of the following facade treatments. At least one of these treatments shall repeat horizontally. All such design elements shall repeat at intervals of no more than thirty (30) feet, either horizontally or vertically.

(b) All facades of buildings with a gross floor area of less than thousand (10,000) square feet shall be required to incorporate at least two (2) of the following facade treatments. At least one (1) of these treatments shall repeat horizontally. All such design elements shall repeat at intervals of no more than twenty-five (25) feet, either horizontally or vertically.

1.Expression of a vertical architectural treatment with a minimum width of twelve (12) inches.

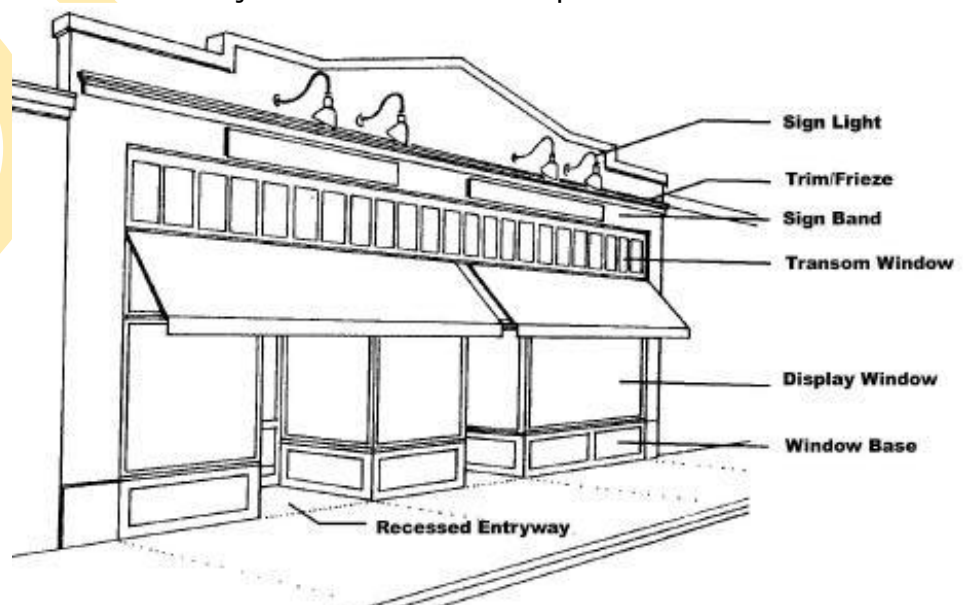
2. Building stepbacks, offsets or projections, a minimum of four (4) feet in depth.
3. Texture and /or material change.
4. Architectural banding.
5. Pattern change.
6. Other treatment that, in the opinion of the Planning & Transportation Director after review by the OAO Appearance Review Advisory Board, meets the intent of this subsection.

(c) No building shall exceed more than 300 feet of horizontal length on any street facing façade. When multiple buildings are included on the same parcel, those buildings shall be separated by 20 feet to support growth of healthy canopy crowns or provide courtyard, parking or other gathering spaces on the site.

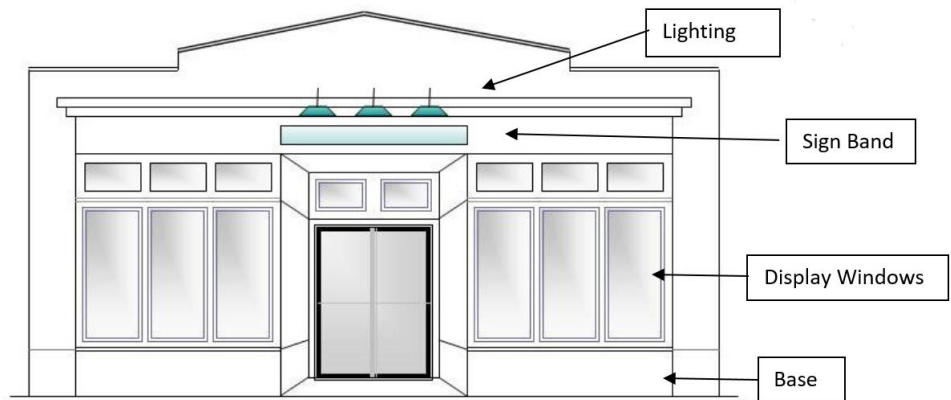
Commercial Façade Treatment Example 1:



Commercial Façade Treatment Example 2:



Commercial Façade Treatment Example 3:



- (4) *Additional Façade Treatment Requirements.* Roof lines, parapets and building heights shall be architecturally articulated and diverse in design form with adequately scaled and proportioned architectural treatments which complement the building's design.

The window, wall and roofing treatment should be of high-quality materials and consistent on both the front and the back of the building and any street facing side wall of the building. Allowable building materials shall include brick, natural stone, glass, architectural metal, concrete, wood, or similar material with a longer life expectancy. Exterior Insulation and Finish System (EIFS) shall not be allowed. Stucco, hardiboard siding (or similar materials) or concrete block shall not exceed more than 50% of any façade. Detailing is encouraged to enhance the façade.

Structures shall be sited so as to create visual relationships with sidewalks, street alignments, trees, green space and neighboring businesses; create visual anchors at entries, provide interesting architectural perspectives featuring appropriate facade treatments and maximize the pedestrian relationship to the sidewalk. They shall also take into consideration the existing structures and be in unison with their scale and style.

- (5) *Glazing Requirements.* The lower story of the building has the most immediate visual impact on the passerby. Traditionally, buildings along urban streets have a high proportion of glazing to solid wall surface, with higher floor to floor heights, on the first story. To maintain continuity with this treatment, non-residential buildings on Orange Avenue shall have 60% minimum glass on the first story and shall be allowed height up to 20 feet. Along other roads within the OAO, non-residential buildings shall have 40% minimum glass on the first story. The first floor shall be clearly defined and articulated from upper stories.

- (6) *Building Entrance.* Primary building entrances in the OAO shall be clearly defined, and shall be recessed or framed by a sheltering element such as an awning, arcade, overhang, or portico (in order to provide weather protection for pedestrians). Awnings are encouraged. Awning standards include:
- (a) Awnings for a building façade shall be of compatible color, look, shape, and height;
 - (b) Awnings shall provide vertical clearance of no less than eight (8) feet above sidewalks; and
 - (c) Awnings are not allowed to hang over vehicular traffic ways.
- (7) *Architectural Towers, Spires, Green Roof Features, Solar Panels, Chimneys, Or Other Architectural Appendages.* Any architectural tower, spire, chimney, flag pole or other architectural appendage to a building shall conform to the underlying subarea height limit. However, when necessary to meet the building code requirements, chimneys may exceed the height by the minimum required.

Architectural appendages, roof decks, embellishments and other architectural features may be permitted to exceed the roof heights specified in that subarea, on a limited basis encompassing no more than 15% of the building roof area or 15% of building street facing façade width not to exceed 30 linear feet of a given façade, or up to ten feet of additional height upon approval of the City Commission, based on a finding that said features are compatible with adjacent projects.

Solar panels, roof garden or green roof features may be permitted to exceed the roof heights specified in that subarea, on a limited basis encompassing no more than 30% of the building roof area or 30% of building street facing façade width not to exceed 30 linear feet of a given façade, or up to ten feet of additional height upon approval of the City Commission, based on a finding that said features are compatible with adjacent projects.

- (9) *Mechanical Penthouses, Rooftop Mechanical and Air-Conditioning Equipment, Stair Tower Enclosures, Elevators and Parapets.* Mechanical penthouses, mechanical and air-conditioning equipment, stair tower enclosures, or elevators on rooftops of buildings shall not exceed a total height of ten feet (building code official shall have the ability to give administrative variances to this requirement based on life-safety or equipment needs for elevation) above the allowable building height. Any penthouses shall only be used for mechanical equipment to serve the building. Parapets, or mansard roofs serving as parapets, may extend a maximum of five feet above the height limit in the underlying zoning district unless other parapet heights are more restrictive

for the respective underlying zoning district. In addition, mechanical equipment and air-conditioning equipment on rooftops shall be screened from view from ground level on all buildings in all zoning districts and shall be located to the maximum extent possible so that they are not visible from any street.

- (10) *Appearance Review.* In addition to meeting the architectural standards as set forth in this section. All external renovation or development projects and Conditional Use requests within the OAO shall undergo Appearance Review.

For developments requiring a conditional use approval having a land area of more than 80,000 square feet, having more than 25 residential units, or having structures exceeding 35,000 gross square feet above grade, professionally prepared fully rendered 3-D digital architectural perspective images and elevations that show all sides of the proposed building(s), parking areas, parking structures and any other site improvement shall be submitted to and reviewed by and commented upon by the Orange Avenue Overlay Appearance Review Advisory Board to ensure high quality architecture consistent with the goals and objectives of the OAO. At the request of the Director of Planning an Acoustical Engineer may be invited to comment on projects having rooftop or open-air elements. The comments and recommendations of the Orange Avenue Overlay Appearance Review Advisory Board shall be transmitted to the Building Official, Director of Planning, Planning and Zoning Board and City Commission for consideration in rendering a decision on the proposed conditional use or building permit sought for the proposed development.

For all external renovation requirements not requiring a conditional use, 3-D or 2-D colored digital architectural perspective images and elevations that show all sides of the proposed building(s), parking areas, parking structures and any other site improvement shall be submitted to and reviewed by and commented upon by the Orange Avenue Overlay Appearance Review Advisory Board to ensure high quality architecture consistent with the goals and objectives of the OAO. The comments and recommendations of the Orange Avenue Overlay Appearance Review Advisory Board shall be transmitted to the Building Official or Director of Planning prior to submitting for a building permit sought for the proposed development.

k. Parking Requirements & Access Management.

- (1) To the extent net street parking, over and above that currently existing within the OAO, is provided by the developer prior to certificate of occupancy, such net new parking directly adjacent to the development lot may count towards satisfying code parking requirements.

- (2) *Parallel Orange Avenue Access.* Where Palmetto Drive, Vivian Drive and Harmon Drive provide secondary and primary access to properties within the OAO area, portions of these roadways may be considered to be closed, vacated or re-aligned, so long as a parallel access road, as approved by the City Commission, is dedicated and maintained to allow public vehicular access between Orlando Avenue and Denning Drive. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority concern should the roadway be re-aligned. Any road shall be constructed with a minimum street travel lane width of 12 feet unobstructed and shall have unobstructed vertical clearance per National Fire Protection Act (NFPA) codes, shall replace all existing on-street parking and maintain the existing 50-foot public right of way. No on-street parking permitted along a curved roadway segment where the curve exceeds 60 degrees.
- (3) *Off-Street Parking Requirements.* Unless specifically provided within the OAO, parking spaces, parking management plans and parking leases shall be provided in accordance with Land Development Code requirements.
- (a) *General Business and Retail Commercial:* One parking space for each 333 square feet of gross floor space.
 - (b) *Office, Professional or Public Buildings:* One parking space for each 333 square feet of gross floor space.
 - (c) *Medical Office:* One parking space per 200 square feet of gross floor space.
 - (d) *Hotel:* One parking space for each guest room shall be provided. Other ancillary uses in the hotel (restaurant, spa, retail, meeting space, etc.) shall be required to provide parking in accordance with the off-street parking requirements defined in Section 58-86 subject to a credit of 50% of the rooms.
 - (e) *Restaurants, Food Service Establishments, Nightclubs, Taverns or Lounges:* One space for every four seats.
 - (f) *Multi-family residential:*
 - (1) Each one-bedroom or studio unit shall be required to provide 1.25 dedicated parking spaces per unit.
 - (2) Each two-bedroom unit shall be required to provide 2.0 dedicated spaces per unit.
 - (3) Each three-bedroom or above unit shall be required to provide 2.5 dedicated parking spaces per unit.
- (4) *Off-street Parking Access Design.* Parking access to properties along Orange Avenue, Orlando Avenue and Fairbanks Avenue shall be through an alley originating from side streets or from a side street if frontage is available on a side street. In mid-block

locations without existing alleys, new alleys shall be provided and accessed from the frontage street. Garages shall not be located in front of the primary building. If side street frontage is not available, access from cross-access easements preferably in the form of shared rear alleys shall be utilized. If cross-access is not available, a driveway will be allowed from Orange Avenue, Orlando Avenue, or Fairbanks Avenue, provided the driveway and building gap surrounding it is not more than 20 feet. Any new driveways or curb cuts along Fairbanks Avenue or Orlando Ave shall require FDOT coordination prior to submittal. Throughout the OAO, cross-access agreements, preferably in the form of shared rear alleys are required, to reduce the number of curb cuts and driveways. The intent is to maintain the building street wall without large voids for access driveways and improve traffic circulation by providing rear access for services and deliveries. The goal in this parking arrangement is to decrease the visibility of parking from the street as much as possible, by having parking behind the building and to reduce the turning movements with limited visibility across multiple lanes of traffic.

- (5) *Off-site Parking.* Required parking may be located within 750 feet of the building, or within the closest parking structure where excess parking is available for lease. In the event of new construction, addition, or change in intensity of use of the principal building or property being serviced by the remote parking lot, all existing parking spaces located on such remote lot shall be allocated to the existing building or principal use to meet the minimum requirements of this article, and any additional spaces may then be allocated to that portion of the building or property which is the subject of the new construction, addition, or change in intensity of use.
- (6) *Bicycle Parking Requirements.* Unless specifically provided within the OAO, bicycle Parking shall be required in accordance with other Land Development Code Standards. Where large projects provide parking garages, 20% of the required bike parking shall be provided onsite. The other 80% of required bike parking may be located within City right-of-way, along bike paths, or within greenspace areas throughout the OAO. The City shall determine where the off-site bicycle parking shall be located.
- (7) *Parking Exclusion.* A parking exclusion shall apply only to existing square footage or floor space. Parking shall be provided as required by the OAO parking standards or other provisions of the Land Development Code, where not specifically addressed herein. The OAO shall apply for any net new building or net new floor space created by redevelopment, new construction, additions, alterations, or remodeling or for any change in use requiring additional parking such as an office or retail space conversion to restaurant. Existing parking spaces may be counted to satisfy this

requirement only where such existing spaces are in excess of the parking space requirements of this section for any existing floor space.

(8) *Floor Area Ratio for Parking Structures.* In subareas where the city encourages the use of structured parking, an opportunity to achieve increased floor area ratio (FAR) is included in the Subarea development standards. Parking structures shall count towards the floor area ratio (FAR) for any property within the OAO (except for underground level and open top level), developments that provide parking at least 10% above what is required by minimum code requirements or parking structures meeting the following conditions are eligible to take advantage of the Bonuses offered in the OAO Development Enhancement Menu.

- i. Provide for multi-property parking collectives. For smaller-scale garages, multiple property owners may create a collective where parking can be built on a property that can serve multiple properties that do not have adequate available parking.
- ii. Provide level-two electric vehicle charging stations for a minimum of 2% of all spaces within the structure.
- iii. Provide and construct parking spaces at least 10% above what is required to meet code minimum requirements. This excess parking must be available for lease at or below fair market value (based on comparable area parking leases) to small businesses in the OAO located in Subarea A. When parking spaces to satisfy the 10% requirement are located on the primary parcel as part of structured parking, the square footage associated with those spaces shall not be included in FAR calculations. At the discretion of the City Commission, a portion of this additional parking may be provided in another location of verified parking deficiency within the OAO. Any parking spaces provided under this provision shall be constructed in conformance with the standards of the Subarea in which they are constructed, subject to an approved Parking Management Plan and supported by a recorded instrument acceptable to the City Manager with review and advice from the City Attorney. Provision of parking spaces shall run concurrent with the primary development use. The City's preference is structured parking. Should the City Commission agree to accept surface parking spaces as part of the required 10% additional parking, the number of spaces will be adjusted to reflect the comparable value of surface versus structured parking based on current market values as determined by the Office of Management and Budget.
- iv. Stairwells required for parking garages shall be designed to have open walls, visible to the outside of the garage.

- v. Parking structures shall be designed to allow sufficient airflow to ensure that all structured parking remain "open-air." Mechanical ventilation shall not be allowed for structured parking within the OAO, unless the parking structure is located below ground.
- vi. Parking structures shall be screened at least 50% on all visible sides with green walls, living walls, liner buildings (with adequate spacing to allow air and light to enter garage), murals (that do not include advertising of any type), mature shade trees or vegetative screening, or designed with architectural details to match the primary structure. that soften the appearance from looking like a stark parking garage wall.
- vii. Subarea A properties shall be offered priority for parking spaces that are required to be available for lease. Parking spaces shall also be eligible for purchase by other properties, first opportunity to purchase shall be given to Subareas A.
- viii. Parking structures shall meet height, building setback, allowable building envelope area and screening requirements as outlined in the OAO.
- ix. Parking garages shall be set back from the Orange Avenue, Fairbanks Avenue or Orlando Avenue frontages in accordance with requirements of Section 58-83(3).i. (2) Setbacks Allowable Building Envelope Cross-Section based on height. Parking structures shall be screened as required in the OAO. Parking shall be accessed from private drives or public/private alleys originating and terminating on side streets to the maximum extent feasible. They shall be designed in an architectural style that is compatible with its building counterpart and shall also conform to the City's parking garage design guidelines, be subject to Parking Management Plans and standards in Section 58-84 and Section 58-86.
- x. Parking structures shall not be permitted on the north side of Fairbanks Avenue.

l. Public Notice and Hearing Requirements.

- (1) In addition to notice required by state law, City-wide notice, as defined in Section 58-89, shall be required for OAO code text amendments and any proposed development within the OAO that requires Conditional Use approval and has a land area of more than 80,000 square feet, or a building of more than 35,000 square feet or having more than 25 residential units. Said notice of the hearing shall be published in a newspaper of general circulation within the city at least 30 days in advance of the hearing; written notice of the time and place of such meeting and the proposed action to be taken shall be posted upon the property and mailed to all owners of record of property within 1,500 feet of the property, and mailed to all households as determined from

the listing of utility billing addresses within the entire city limits at least 30 days prior to the public hearing. The public notice posted on the property shall be erected to be in full view of the general public on each parcel, street side, and shall be erected by the applicant.

- (2) In addition to notice required by state law and Section 58-89, for proposed development within the OAO requiring Conditional Use Approval, but not qualifying for city-wide notice, public notice shall be required as follows: Said notice of the hearing shall be published in a newspaper of general circulation within the city at least 15 days in advance of the hearing; written notice of the time and place of such meeting and the proposed action to be taken shall be posted upon the property and mailed to all owners of property of record within 1,500 feet of the property requested for Conditional Use, at least 15 days prior to the public hearing. The public notice posted on the property shall be erected to be in full view of the general public on each parcel, street side, and shall be erected by the applicant.
- (3) All changes to OAO zoning code text and subarea maps and approval of Conditional Uses for all projects that meet the size, density or intensity requirements for city-wide notice, shall be deemed approved when the change has received the affirmative vote of a majority of the city commission on at least two (2) separate days at either regular or special meetings of the commission. If the city commission approves the required conditional use at the first public hearing, such approval shall not be considered final until the second approval at the second public hearing.

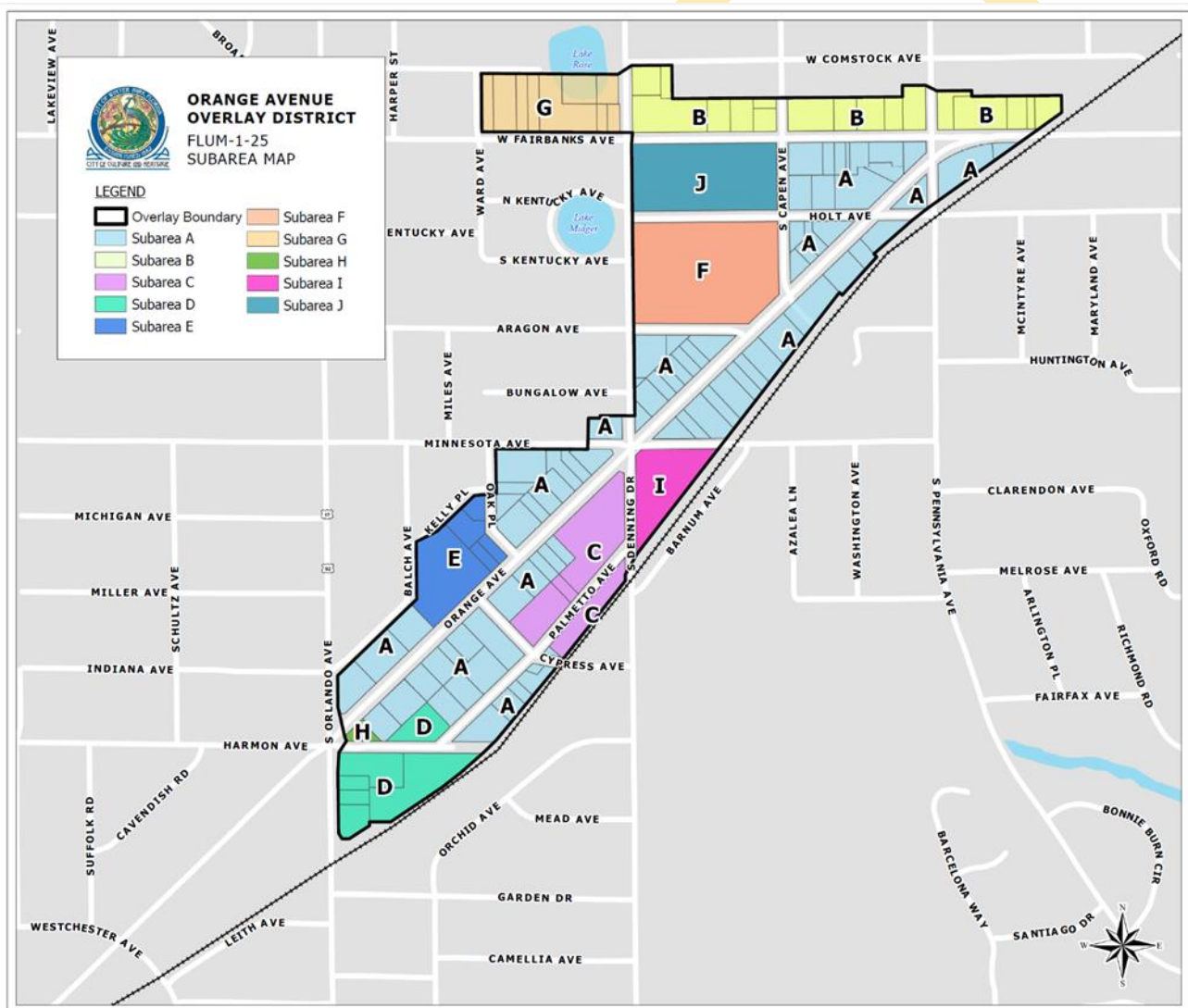
m. Meaningful Open Space Requirements. It is the intent of the OAO to ensure that the development and enhancement of properties includes the creation of meaningful, useable, accessible, green and beautiful open space that invites the public to relax, interact, recreate, unwind and stimulate social connection. Where properties are planned for redevelopment, meaningful open space and the design of structures around these open spaces is the most important consideration. At a minimum, each property 2 acres in size and above, or any project covering 2 acres, that is redeveloped shall provide at least 25% meaningful open space, which is predominately visible from public right of ways, open to and available to the public. At least 50% of open-space areas provided shall be greenspace. Pervious areas such as retention ponds, parking lot islands or landscape planting areas around building bases shall not be counted as open space. Existing park space shall not count towards open space requirements. Open space shall be areas that are open and inviting to the public. Open space can include green areas, hardscape areas, semi-pervious areas, balcony or roof areas that are open to the public and other similar-type spaces. At least 90% of the open space shall be provided at ground level. The intent is that each of these areas create the

opportunity for social interaction, relaxation, recreation and reflection. Given Winter Park's location on a recharge area of the Floridan Aquifer, nothing set forth in the OAO standards supersedes the requirement of Comprehensive Plan Policy 4-6.1.3 requiring not less than 25% of the total building lot land square footage be pervious ground.

- n. Signage Requirements.* Signage within the OAO with frontage along Orange Avenue shall comply with the following requirements:
- (1) Each occupant shall be permitted a maximum of two signs indicating the business, commodities, service or other activity sold, offered or conducted on the premises. Where one occupancy has two signs, only the following combinations of sign types shall be permitted: One wall or canopy sign; one projecting sign and one wall or canopy sign; one canopy sign and one under-canopy sign. These signs shall also comply with the applicable provisions of Sections 58-125 through 58-128.
 - (2) Projecting signs on properties or buildings within the OAO shall be limited to an area of each face of 20 square feet and shall have a minimum clearance of seven feet.
 - (3) The maximum copy area of canopy signs shall be two square feet per linear foot of canopy front and sides. These signs should also comply with applicable provisions of Section 58-128.
 - (4) Signs attached to the underside of a canopy (under-canopy signs) shall have a copy area no greater than six square feet, with a maximum letter height of nine inches, subject to a minimum clearance of seven and a half feet from the sidewalk.
 - (5) OAO properties may not have digital, electronic, and/or internally-illuminated signs, such as backlit plastic, acrylic or glass. Front lighting of signs is encouraged. External illumination must be provided by a light source that is installed to prevent direct light from shining onto the street or adjacent properties. Flashing or moving lights are not permitted. Backlit halo-type opaque sign lettering is permitted; however, the light color must be white or subdued and muted such as a pastel shade. Sign faces and sides may not be translucent and must be an opaque material such as metal or wood.
 - (6) Ground signs or monument signs (excluding pole and pylon signs) are only permitted within the Subareas C, D, E, I, J and K. Ground signs within these subareas are limited to 30 square feet in size, and shall be located as to prevent interference with pedestrian and vehicular traffic. The design and location of such signs shall be subject to the approval of the Planning and Community Development director and/or Building Department director via a sign location and design plan to ensure that the sign does not interfere with pedestrian traffic, parking or does not create excessive signage in one area.

- o. Sidewalk Design and Utilization.* All buildings, parking areas, public spaces, amenity features, and adjoining developments of similar use shall be linked with sidewalks. Sidewalks shall be provided along public streets that provide access to the development. A minimum 17-foot sidewalk is to be provided along Orange Avenue. Fairbanks Avenue and Orlando Avenue shall provide sidewalks at least ten feet wide with a minimum 5-foot landscape buffer along the back of curb, between the roadway and sidewalk. All other sidewalks in the OAO shall be at least 10-feet in width with a minimum 5-foot landscape buffer. If sufficient right-of way is not available, the building may need to be set back to accommodate these wider sidewalks and the additional space required to create the required sidewalks as defined herein shall be dedicated to public access through easement. Sidewalks shall be constructed in accordance with the standards for sidewalks set forth in City of Winter Park Engineering Standards and Landscape standards and constructed at the sole cost of the developer. Restaurants and cafes with seating within the public right-of-way shall be subject to the regulations contained in Chapter 90, Article VI - Sidewalk Cafes, of the Winter Park code of Ordinances.
- p. Display of Merchandise Outside of Commercial Buildings.* Only properties within the OAO with frontages along Orange Avenue are allowed one display of merchandise to be located outside of a commercial business exclusive of beautification elements such as plants (that are not for sale). This display must be placed within two feet of the front wall or window of the building. This display must not block or impede pedestrian traffic or be placed on the public sidewalk and at least six feet of clear sidewalk width must remain for pedestrian traffic. This display must be no more than six feet in height and no more than two feet in width. The display must be safely secured and removed under windy conditions. The display must be removed when the business is not open. An outside display is not permitted if the business chooses to place an outdoor portable sign.
- q. Contribution to Transportation and Mobility Infrastructure.* Development and redevelopment within the OAO requiring a conditional use approval shall contribute to the cost of transportation and mobility improvements prior to permitting based upon the estimated cost to fund the design, engineering, permitting, and construction of those transportation and mobility projects within or proximate to the OAO that are impacted by such development or redevelopment. The owner and developer of a project shall enter into an agreement with the City, as part of conditional use approval addressing the project's contribution to transportation infrastructure. In the event the City establishes a mobility fee, road impact fee, special assessment or other funding mechanism a project's payment of such required fee may satisfy requirements of this policy.

- r. Stormwater Management: To increase efficiency of land use, at the discretion of the Director of Planning and Transportation or the Director of Public Works, stormwater management systems serving multiple building developments may be considered provided such systems are made available before certificate of occupancy and recorded with a legal instrument acceptable to the City with review and advice from the City Attorney.
- s. *Orange Avenue Overlay District Subareas and Standards for Development.* The subarea map depicted below delineates the different subareas of the OAO and the specific standards, requirements and opportunities for each subarea. Each subarea has unique characteristics, issues and opportunities.



After the adoption of the OAO, no changes to the subarea map shall be allowed. Variances to height, number of stories, FAR,

permitted/prohibited uses, required open space or maximum residential density shall not be granted for any property or development within the Orange Avenue Overlay District. Variances to other development standards shall be considered, with sufficient showing of reasoning and hardship, as outlined in Section 58-90 and 58-92.

The standards detailed in the OAO are the maximum density and intensity parameters potentially permitted in each respective subarea. These maximum standards are not an entitlement and are not achievable in all situations. Many factors may limit the achievable FAR including limitations imposed by the maximum height, physical limitations imposed by property dimensions and natural features as well as compliance with applicable code requirements such as, but not limited to parking, setbacks, lot coverage and design standards.

Parcels to be developed or redeveloped within Subareas D, I & J shall contain at least 25% of the Cumulative Gross Floor Area as Mixed-Use, ensuring that no single-use developments occur that may not create the vibrant mixed-use district that is desired. Mixed-use can be vertical or horizontal.

Residential units are limited on the first floor along Orange Avenue for all Subareas. Limited residential use of the first or ground floor of such buildings may be permitted when limited to the functions of entrance lobby/elevator/stair access, leasing or management office or residential amenity spaces such as health/fitness, meeting/activity room or storage. However, in no case shall more than 15 percent of the first or ground floor be devoted to (not counting the area of parking garages) these ancillary residential uses.

- (1) Subarea A. In order to allow for the remodeling and renovation of the buildings within this subarea and to enhance the OAO, these properties shall not be required to comply with those Land Development Code standards listed below, as long as additional square footage is not added to the buildings. If additional square footage is added, as to parking requirements, the properties shall be required only to provide the required parking for the new net square footage of the property. Any additional impervious surface created shall meet all City of Winter Park stormwater requirements for the new impervious area. All remodels, renovations or reconstructions that are allowed to remain as legally non-conforming under other Land Development Code requirements, shall still be required to meet applicable building and life safety codes as determined by the City Building Official and Fire Official. If the use of the building is changed (i.e. office conversion to café), parking shall be provided as required by Code.

- (a) *Exemptions.* The following Land Development Code Requirements shall not be required to be met for renovation or remodel of existing structures that will maintain the existing use, gross square footage, number of stories and conditions of the property:
1. Floor Area Ratio (to the extent existing structure already exceeds FAR)
 2. Minimum Parking Requirements
 3. Stormwater Retention (but a minimum of 10 cubic feet of stormwater treatment and storage shall be created)
 4. Impervious Surface Percentage
 5. Setbacks
 6. Landscaping
 7. Height (no increase in stories)
- (b) *Reconstruction of Buildings.* Given the age of buildings within Subarea A, the properties within this subarea shall be allowed to reconstruct the same building footprint (and square footage) when the building on the site is completely demolished, regardless of non-conforming status, on the site without being required to meet all development standards. Reconstruction of buildings shall be required to provide stormwater retention and the sidewalk widths as described herein. All building and life safety codes shall be met with all reconstruction.
- (c) *Subarea A Development Standards:*
1. Base Floor Area Ratio (FAR): 45%
 2. Maximum Achievable FAR with Residential: 60%
 3. Maximum Height: 2 Stories for any properties abutting Orange Avenue and Minnesota Avenue, and 3 stories for all other properties within the subarea.
 4. Maximum Impervious Coverage: 85%
 5. Setbacks: Maximum front setback is 0 feet, but must allow for at least a 17-foot wide sidewalk along Orange Avenue. Fairbanks Avenue and Orlando Avenue and other streets in the OAO shall each be designed to provide for a 10-foot wide sidewalk with a minimum 5-foot landscape buffer on the back of curb. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer or street tree canopy clearance, the area shall be dedicated as a public access easement. Side setback is a minimum of 0 feet, and rear setback is a minimum of 10 feet.
 6. Maximum Residential Density: 17 units per acre
 7. Historic Preservation: It is a purpose of the OAO to protect and promote historic resources within the OAO. Towards that end the CRA in conjunction with the City, shall provide financial and administrative assistance to historic assets to submit applications for designation on

the local and National Register of Historic Places. Additionally, discounts on license and permit fees shall be offered to incentivize registration on the local register of Historic Places. Applications for façade grants from historic assets shall be given prioritization.

(2) Subarea B.

(a) *Subarea B Development Standards:*

1. Base Floor Area Ratio: 45%
2. Maximum Achievable FAR with Residential: 60%
3. Maximum Height: 2 stories when property line is shared with residential use or zoning. Structures on parcels not having a common boundary with residential may increase to 3 stories if the 3rd floor is set back an additional 10 feet from front and rear setback lines. 3rd floors shall only allow residential uses.
4. Maximum Impervious Coverage: 85%
5. Setbacks:
 - a. Front/Street: 25 feet within 100 feet of the Fairbanks and Denning intersection, otherwise front setback is 20 feet. Front setbacks must allow for at least a 10-footwide sidewalk and 5-foot landscape buffer area on the back of curb along Fairbanks Avenue. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
 - b. Side: 0
 - c. Rear: 35 ft
 - d. Third stories shall require an additional 10-foot setback from the front and rear setbacks.
6. Maximum Residential Density: 17 units per acre

- (b) *Additional Development Regulations.* For properties within this Subarea B with an underlying zoning of single-family residential, these properties shall only be used for single-family residential use, open space, or transportation improvements.

(3) Subarea C.

(a) *Subarea C Development Standards:*

1. Base Floor Area Ratio: 20%
2. Bonus FAR exclusively for Structured Parking: 65%
3. Maximum Achievable FAR with Parking Structure: 85%
4. Total FAR must be divided between multiple buildings
5. Maximum Height: 2 Stories or 35 feet (including any awnings or shade structures) for Commercial Structures and Parking garage shall be allowed up to 4-levels including the rooftop deck.

6. Maximum Impervious Coverage: 75%
7. Setbacks: 0 front setback along Orange Avenue, Denning Drive, or Palmetto Avenue, except front setbacks on Orange must allow for at least a 17-foot wide sidewalk and setbacks on Denning and Palmetto must allow for a 10-foot wide sidewalk and 5-foot landscape buffer on back of curb. Where the building requires an additional setback to achieve a 17-foot sidewalk, the area shall be dedicated as a public access easement. The bike trail may substitute for applicable sidewalk requirements at the discretion of the Director of Planning. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
8. Maximum Residential Density: 0 units per acre

- (b) *Intersection and Open Space Viewshed.* Due to the unique shape of Subarea C and proximity to a unique intersection, this additional requirement creating a viewshed shall apply. The viewshed area is banded by the lines described as follows: Start where the property lines of Subarea C meet at the intersection of Denning Drive and Orange Avenue; then travel 150 feet southwest along Orange Avenue's southeast right of way line; thence easterly to the point on the west boundary of South Denning Drive that is 150 feet south of the starting point; then north along the west boundary of South Denning Drive to the starting point ("viewshed"). This viewshed shall be an open space area not available for the construction of structures or storage or placement of equipment, material or items otherwise allowed in the OAO.
- (c) *Palmetto Re-Alignment.* Palmetto Avenue may be relocated to allow for different development scenarios on the site. Protection of on-street parking, maximizing ease of traffic flow for Palmetto Avenue and maintaining the existing 50-foot public right of way shall be matters of priority concern should the roadway be realigned.
- (d) *Additional Development Requirements.*
 - (1) A monument sign at least 3 feet in height and 5 feet in width, set in a landscaped bed, shall be required to be provided at the intersection of Denning Drive, Minnesota Drive and Orange Avenue, which directs the public to Mead Botanical Garden. The City shall approve the design and location of the sign.
 - (2) Include 1.5 acres of contiguous park space plus bicycle/pedestrian trail.
 - (3) No residential use.

- (4) City to retain ownership of this parcel in perpetuity.
- (5) Stormwater requirements to exceed code.
- (6) Contribute to parking needs of small businesses in the area.
- (7) Walkways that are at least 5 feet wide (paved or bricked) must exist between buildings onsite and extend from the park area to Cypress Ave.

(4) Subarea D.

(a) *Subarea D Development Standards:*

- 1. Base Floor Area Ratio (FAR): 60%
 - 2. Maximum Achievable FAR with Enhancements: 100%
 - 3. Maximum Height: 5 Stories or 56 feet
 - 4. Maximum Impervious Coverage: 75%
 - 5. Setbacks:
 - a. Street: Minimum 50 feet along Orlando Avenue. Setbacks must allow for at least a 10-foot wide sidewalk and 5-foot landscape buffer area on the back of curb along Orlando Avenue and Palmetto Avenue. 0 feet along Orange Avenue except front setbacks must allow for at least a 17-foot wide sidewalk. The bike trail may substitute for applicable sidewalk requirements on one side of realigned Palmetto, at the discretion of the Director of Planning. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
 - 6. Rear: 35 feet
 - 7. Maximum Residential Density: 17 units per acre
- (a) Residential Uses shall only be allowed above the ground floor fronting Orange Avenue. On a case by case basis the City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of inclusionary affordable/workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.

(b) *Required Development Enhancements.* In order to be eligible for any Development Enhancement Bonuses, any future development of the property within Subarea D shall include structured parking and the following item(s) from the Development Enhancement Menu: CT.1.

(c) *Road Realignment.* Realignment of the Harmon Avenue or Vivian Avenue right-of-way may be considered, subject to

City Commission approval and shall require dedication of equivalent Right-Of-Way for the re-alignment of Palmetto Ave. Harmon Avenue currently serves as access to businesses on Palmetto Avenue. Replacement of on-street parking and maximizing ease of traffic flow for Palmetto Avenue shall be matters of priority concern should the City Commission approve closing or vacation of Harmon Ave or Vivian Avenue. No on-street parking permitted along a curved roadway segment where the curve exceeds 60 degrees.

(5) Subarea E.

(a) *Subarea E Development Standards:*

1. Base Floor Area Ratio: 45%
2. Maximum Achievable Floor Area Ratio with structured parking: 60%.
3. Maximum Height: Maximum 2 Stories
4. Maximum Impervious Coverage: 85%
5. Setbacks:
 - a. 0 front setback along Orange Avenue, except front setbacks must allow for at least a 17-foot wide sidewalk and 5-foot landscape buffer at back of curb. All other street frontages must allow for a 10-foot sidewalk and 5-foot landscape buffer at back of curb. Where the building requires an additional setback to achieve a 17-foot sidewalk, the area shall be dedicated as a public access easement. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
 - b. Side: 5 feet
 - c. Rear: 20 feet. If abutting residential, shall be a minimum of 35 feet or equal to building height, whichever is greater.
6. Maximum Residential Density: 17 units per acre

(6) Subarea F.

(a) *Subarea F Development Standards:*

1. Base Floor Area Ratio: 20%
2. Maximum Achievable Floor Area Ratio: 20%
3. Maximum Height: 2 Stories
4. Maximum Impervious Coverage: 50%
5. Setbacks: 20 feet. Orange Avenue setbacks must allow for at least a 17-foot wide sidewalk and 5-foot landscape buffer area on the back of curb. Setbacks on Capen Avenue, Aragon Avenue and Denning Drive must allow for at least a 10-foot wide sidewalk and 5-foot landscape buffer area on the back of curb. Where the building

requires an additional setback to achieve a 17-foot sidewalk, the area shall be dedicated as a public access easement. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.

6. Maximum Residential Density: No Residential Uses Allowed

- (b) *Additional Subarea Requirements:* This area shall not be used for any other future purpose than public space, recreation, open sports/recreation facilities, including ancillary structures, or the parking needed to support these uses. No offices, classrooms, residences or other college uses shall be allowed on the property.

(7) Subarea G.

Subarea G Development Standards:

1. Base Floor Area Ratio: 45%
2. Maximum Achievable Floor Area Ratio: 45%
3. Maximum Height: 2 Stories at max of 35 ft
4. Maximum Impervious Coverage: 85%
5. Setbacks: Front setback shall be 25 feet. Setbacks must allow for at least a 10-foot wide sidewalk and 5-foot landscape buffer area along Fairbanks Avenue. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement. Side setback is a minimum of 5 feet, and rear setback is a minimum of 10 feet.
6. Maximum Residential Density: 17 Units/Acre

Additional Development Requirements. This Subarea G represents an opportunity to expand Martin Luther King Jr., Park to create an increased greenway connection to Mead Botanical Garden, for cleanup of environmental hazards threatening water quality, educational opportunities regarding karst formation (sinkholes) and to improve traffic flow. It is the intent of the City of Winter Park to acquire these properties for the extension of Martin Luther King, Jr. Park and to provide for transportation improvements.

(8) Subarea H.

(a) *Subarea H Development Standards:*

1. Base Floor Area Ratio: 0%
2. Maximum Achievable Floor Area Ratio: 0%
3. Maximum Height: N/A
4. Maximum Impervious Coverage: N/A
5. Setbacks: N/A

6. Maximum Residential Density: N/A

(9) Subarea I.

(a) *Subarea I Development Standards:*

1. Base Floor Area Ratio (FAR): 45%
2. Maximum FAR with Residential: 60%
3. Maximum Achievable FAR with Enhancements: 100%
4. Maximum Height: 3 Stories
5. Maximum Impervious Coverage: 75%
6. Setbacks: Orange Avenue 0 front setback, except front setbacks must allow for at least a 17-foot wide sidewalk. On Denning Drive and Minnesota Avenue setbacks must allow for at least a 10-ft wide setback and a 5-ft planting strip back of curb. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
2. Maximum Residential Density: 17 units per acre. Residential Uses shall only be allowed above the ground floor. On a case-by-case basis the City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of inclusionary affordable/workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.

(b) *Required Development Enhancements.* In order to be eligible for any Development Enhancement Bonuses, any future development of the property within Subarea I shall include structured parking and the following item(s) from the Development Enhancement Menu: CT.7. The City of Winter Park shall determine the area required to be dedicated for intersection improvements.

(c) *Intersection and Open Space Viewshed.* Due to the unique shape of the property and proximity to a unique intersection, this additional requirement creating a viewshed shall apply. The viewshed area is bounded by the lines described as follows: start where the property lines of Subarea I meet at the intersection of Denning Drive and Minnesota Avenue; then travel 50 feet east along Minnesota Avenue's southern right of way line; thence south westerly to the point on the east boundary of S. Denning Drive that is 30 feet south of the starting point; then north to the starting point ("viewshed"). This viewshed shall be an open space area not available for the construction of structures or storage or placement of equipment, material or items

otherwise allowed in the OAO. This viewshed is in addition to other setback requirements for Subarea I.

(10) Subarea J.

(a) *Subarea J Development Standards:*

1. Base Floor Area Ratio: 60%
2. Maximum Achievable Floor Area Ratio with Enhancements: 100%
3. Maximum Height: 3 stories fronting on Fairbanks Avenue and Denning Drive. 4 Stories when setback 80 feet from Fairbanks Avenue and Denning Drive. 4 stories fronting on Holt and Capen Avenues.
4. Maximum Impervious Coverage: 75%
5. Setbacks: 35 feet from the back of sidewalk on Fairbanks Avenue. Setbacks must allow for at least a 10-foot wide sidewalk and 5-foot landscape buffer area at the back of curb along Fairbanks Avenue. On Holt Avenue, Denning Drive and Capen Avenue setbacks must allow for at least a 10-ft wide sidewalk and a 5-ft planting strip back of curb. Where the building requires an additional setback to achieve the required sidewalk, landscape buffer, or street tree canopy clearance, the area shall be dedicated as a public access easement.
6. Maximum Residential Density: 17 units per acre. Residential Uses shall only be allowed above the ground floor. On a case-by-case basis the City Commission may permit the maximum density in this subarea to be exceeded by up to 10% per acre when such allowances are used exclusively for the construction of inclusionary affordable/workforce housing maintained for a period of not less than 20 years. An agreement with terms acceptable to the City and with City Attorney review shall be executed as part of the Conditional Use approval.
7. Vehicle access to the property shall only be allowed from Capen Avenue or Holt Avenue. A service alley of at least 30 feet is required to extend from Holt to Capen.

- (b) *Required Development Enhancements:* In order to be eligible for any Development Enhancement Bonuses, any future development of the property within Subarea J shall include structured parking and the following item from the Development Enhancement Menu: CT.7. The City of Winter Park shall determine the area required to be dedicated for intersection improvements and the required land may be property under common ownership located offsite from Subarea J.

- t. *Orange Avenue Overlay District Development Enhancements/Bonuses.* Enhanced development entitlements shall be considered for the OAO developments including structured parking, but shall be

earned based upon a project meeting certain established criteria, rather than simply granted.

- (1) *Square-FootPercentage-Based Development Enhancement Menu.* A square-footpercentage-based upgrade system for properties with new developments or redevelopments that include structured parkingpublic parking (right of way, public easements and/or other enhancements?) within the OAO is hereby established. For properties to obtain additional development entitlements, Floor Area Ratio (FAR) beyond what is provided in the relevant subarea or underlying zoning, the following provisions and Tables are established.
- (2) Property owners or developers providing structuredpublic parking (right of way, public easements and/or other enhancements?) may use any combination of the Development Enhancement Menu to obtain up to the Maximum Achievable Floor Area Ratio. Certain subareas shall require certain Enhancements to be met. Each development enhancement utilized shall be required to be designed and shown on any development plans submitted for development of a property. Off-site improvements shall require plan submittal for the area where the improvements are proposed. Any enhancement or improvement shall be designed by a licensed professional (Architect, Civil Engineer, Landscape Architect, Structural Engineer, etc.) as determined by the Planning Director.
- (3) For physical improvements from the Development Enhancement Menu, the City may require a development agreement with terms acceptable to the City setting forth the ownership, operation, maintenance and replacement responsibilities for such Enhancement(s). Unless otherwise stated in the Development Enhancement Menu or a development agreement, the property owner/developer is obligated, at its expense, to operate, maintain, and replace with comparable product at the end of the enhancements' useful life based on industry standards and best practices any physical improvement enhancement made within or upon the development project for the life of the development project. For physical improvement(s) from the Development Enhancement Menu made to City-owned property or other public property, the City may require the property owner/developer, at its expense, to cause the operation, maintenance and replacement of such improvement(s) for up to twenty (20) years from completion in the manner set forth in a development agreement. For any amenities placed upon private property intended to be accessed and/or used by the public, the property owner/developer may be required to grant easements to the City permitting public access and use of such amenities without subjecting the City to any operation, maintenance and replacement responsibilities or liability arising from such public access or use.
- (3) The following OAO Development Enhancement Menu was created to address the wide-ranging issues affecting the Orange Avenue

area, while meeting the goals of the Comprehensive Plan, the Vision Winter Park plan and the Winter Park Sustainability Plan. To ensure that the intent of the Development Enhancement Menu is met, any project that utilizes this menu shall be reviewed by the Planning Director in order to make a recommendation to the City Commission as to whether and to what extent an increase in FAR is allowed.

(4) Where the City requires Transportation, Affordable Housing or Parks Usage Fees, those fees are separate from enhancements proposed in the following Enhancement/Incentives Menu. Unless otherwise stated within this section, enhancements are not eligible to serve as credits against otherwise required fees.

(5) The relationship between the Enhancements that will benefit the community and the Incentive that will benefit the developer is based on the following components:

- a. The "Enhancement Cost" to be borne by the Developer.
- b. The "Incentive" to the Developer expressed as FAR square Feet allowed over and above the Baseline FAR
- c. The Value of each additional FAR Square foot, the "FAR Value"
- d. The "Multiplier" as established by Commission Policy.

(6) The calculation of the Incentive relative to the Enhancement is expressed as follows:

Incentive (in Square Feet) = Enhancement Cost (Dollars) times Multiplier (set by Policy) divided by FAR Value (Dollars per SF)

Example: For an Enhancement with a cost of \$10,000, FAR Value of \$70 per SF of FAR and a Multiplier of 2.0, the Incentive is calculated as follows:

Incentive (SF) = \$10,000 x 2.0 / (\$70/SF) = 400 Additional SF of FAR

Check: 400 Additional SF of FAR x \$70/SF = \$20,000 of Value to Developer (i.e. a \$10,000 profit on a \$10,000 cost; or 100% profit)

(7) The "Enhancement Cost" shall be the installation cost plus the present value of the 20-year maintenance requirement, if applicable. Enhancement Cost shall be determined by staff as directed by the City Manager in their sole discretion. Staff (at the direction of city manager) may consider actual costs, estimated costs, comparable market values, consultant estimates or any other means or methods that staff may choose.

(8) The value of each additional square foot allowed by increasing the FAR, "FAR Value," shall initially be \$70 per SF. FAR Value shall be subject to approval by the Commission, upon recommendations

from staff, but as a minimum shall increase 2.5% per year. Staff shall make recommendations to increase the FAR Value not less than every 10 years. Staff recommendations shall primarily consider recent sale comparisons expressed as the Sales Price divided by the greater of the SF permissible under the Baseline FAR or the actual SF approved at the time of the sale closing.

(9) The "Multiplier" is set as a policy matter by the Commission to provide a range of profit on cost or a risk premium over the cost of the Enhancement.

Examples of Multipliers and the Policy may include:

- a. "Threshold Enhancements" or "Permissible Enhancements" = [1.25 times] (e.g., 25% profit on cost or risk premium)
- b. "Encouraged Enhancements" = [1.5 times] (e.g., 50% profit on cost or risk premium)
- a.c. "Strongly Encouraged Enhancements" = [2.0 times] (e.g., 100% profit on cost or risk premium)

Table 1: Orange Avenue Overlay District Development Enhancement Menu – Sustainability Category

Category Number	Enhancement	Description & Potential Bonus	Incentive Achievement Maximums	Maximum FAR Increase
S-1	Shared Electric Vehicle On-Site	1% Entitlement Bonus for Each Shared Electric Vehicle On-Site.	Max 2 Vehicle Credit	2%
S-2	Green Roof	At least 50% of the total surface area of the principal building's roof is a green roof constructed in accordance with ASTM green building standards.	10%	10%
S-3	Renewable Energy	For Each Percentage of the Total Electricity Used On the Property That Is Generated Onsite, a 1% Entitlement Increase Shall Be Granted.	10%	10%
S-4	Recycling	Recycling Receptacles provided for each use on the site building and large collection receptacle placed in the dumpster area of the site.	2%	2%
S-5	Rainwater Reuse	At least 75% of rain water from the roofs of structures is captured and recycled for landscape irrigation.	5%	5%

Table 2: Orange Avenue Overlay District Development Enhancement Menu – Infrastructure & Stormwater Category

Category Number	Enhancement	Description & Potential Bonus	Incentive Achievement Maximums	Maximum FAR Increase
IS-1	Stormwater Retention Beyond Code Minimum Requirements	Each 1% of additional water quality treatment and stormwater retention capacity, beyond what is required to accommodate development of a site provided (that can feasibly receive off-site stormwater) shall earn a 0.51% entitlement bonus. The calculation shall be based on the retention required on the site to meet City and St. Johns requirements. Vaulting, Underground Storage or Raingarden Areas Shall Be Allowed.	Max 2515% Entitlements Bonus	2515%

Table 3: Orange Avenue Overlay District Development Enhancement Menu – Arts & Culture Category

Category Number	Enhancement	Description & Potential Bonus	Multiplier Incentive Achievement Maximums	Maximum FAR Increase
AC.1	Public Art	Each Public Art Installation Shall Earn 1% Entitlement Bonus	Max 5 Locations	5%
AC.2	Gateway Feature	Creation of signage, art or other type of gateway feature that welcomes people to Winter Park.	5%	5%
AC.3	Space For Non-Profit Arts & Cultural Organizations	For each 1,000 square feet of space that is built specifically and solely for non-profit arts and cultural facilities, a 1% entitlement bonus shall be granted. The space provided for these non-profit users shall not count towards the FAR of the site. The space shall only be rented to Arts & Cultural organizations with non-profit 501.C.3 status, in perpetuity. Parking shall also be provided and shared parking is encouraged. The rents charged shall not exceed 80% of the median rents charged for similar properties in the area. The rents shall not increase more than 3% per year.	1.5 Max 15% Entitlement Bonus	15%

Table 4: Orange Avenue Overlay District Development Enhancement Menu – Parking Category

Category Number	Enhancement	Description & Potential Bonus	Multiplier Incentive Achievement Maximums	Maximum FAR Increase
P.1	Public Parking	Each 5-3 Dedicated Public Parking Spaces within a Parking Structure, Which Remain Free for Public Parking at All Times, Shall Earn a 1% Entitlement Bonus	1.25 Max 10% Entitlement Bonus	10%
P.2	Screening of Parking Structures	Parking structures shall be screened at least 50% on all visible sides with green walls, living walls, murals (that do not include advertising of any type), shade trees or vegetative screening, or other screening treatments. This enhancement is in addition to the requirements for FAR exemption.	10%	10%

Table 5: Orange Avenue Overlay District Development Enhancement Menu – Miscellaneous Category

Category Number	Enhancement	Description & Potential Bonus	Incentive Achievement Maximums	Maximum FAR Increase
M.1	5G Small Cell Facilities Placed On Building	Each 5G Small Cell Placement on Structure Earns 1% Entitlement Bonus	Max 5 Locations	5%
M.2	Workforce Housing Provided	Each Unit Provided at Orange County Workforce Housing Standards Shall Earn a 0.5% Entitlement Increase. Address through Density Bonus not FAR.	Max 20 Units	10%

Table 6: Orange Avenue Overlay District Development Enhancement Menu – Meaningful Open Space Category

Category Number	Enhancement	Description & Potential Bonus	Multiplier Incentive Achievement Maximums	Maximum FAR Increase
OS.1	Open Space Beyond Minimums	Each 1/4 acre (10,890 square feet) of Additional dedicated open space available to the public (When?) beyond the required minimum. shall earn a 5% Entitlement Bonus, or 20% per acre.	1.5 20%	20%
OS.2	Shade Tree Planting	Each 50 25-inches of Shade Tree Caliper Planted Onsite Beyond Minimum Requirements Shall Earn 1% Entitlement Bonus. Species Shall Be City Arborist Approved and Planted with Irrigation. A minimum 5" caliper tree shall be required.	1.5 Max 500250-Inch Tree Caliper Bonus	10%
OS.3	Tree Fund Donation	Payment may be made into the City of Winter Park Tree Replacement Trust Fund, so that meaningful trees can be planted throughout the City to maintain and grow our tree canopy. For each donation of \$10,000 to the Tree Replacement Trust Fund, a 1% Entitlement Increase Shall Be Granted.	1.5 Maximum \$50,000 Donation	5%
OS.4	Mead Garden Improvements	Donation to <u>City of Winter Park- designated for</u> Mead Botanical Garden Improvements/Restoration/Enhancements Shall Earn a 1% Entitlement Increase for Each \$10,000 Donation. The Funds Shall Only Be Used for Capital Improvements or Enhancements in Mead Botanical Garden <u>with a maximum donation of \$100,000.</u>	1.25 Max \$100,000.00 Donation	10%
OS.5	Donation of Land for Parks	For each 5,000 square feet of land donated to the City of Winter Park for park space located adjacent to existing public parkland (which is accepted by the City Commission as meaningful and useful park land), shall earn an additional 1% Entitlement Increase. Donated park land cost shall equal FAR value.	2.0 Maximum 20%	20%
OS.6	Martin Luther King, Jr. Park Expansion	Donation to the City of Winter Park, Park Acquisition Fund Shall Earn a 1% Entitlement Increase for Each \$10,000 Donation. Funds Shall Only Be Used for the Acquisition of Additional Park Land. The Funds Shall Only Be Used For the Acquisition of the Area Identified as Subarea "G" herein, to expand Martin Luther King, Jr. Park. <u>Maximum donation of \$100,000.</u>	2.0 Max \$100,000.00 Donation	10%
OS.7	Social Connection Amenities	Provide amenities, that support community interaction and are open to the general public, creating third places:	1.25 Max Based on Type	
		Yard games (life size chess/checkers, bocce ball, bean bag toss, walking labyrinth)		3 earns 1%
		Multi-Generational Play Areas		3%
		Fountain/splash pad/water feature		3%
		Stage areas for music/art performance		2%
		Dedicated Standalone Public Restrooms (not a part of a business onsite)		2%
		Public seating/gathering spaces of significant size (street furniture, seating walls, outdoor furniture, fire pits)		2%

Table 7: Orange Avenue Overlay District Development Enhancement Menu – Connectivity & Transportation Category

Category Number	Enhancement	Description & Potential Bonus	Multiplier Incentive Achievement Maximums	Maximum FAR Increase
CT.1	Rail-Trail Construction & Easement	Option A —Provide Dedicated Utility & Public Access Easement of a Minimum of 20 feet and Construction of Rail-Trail with a 12-foot Trail Width, to match regional trail widths and 4-foot planting strip along each side within said 20 foot easement, earns 1% Entitlement Bonus for each 50 linear feet of trail , with decorative light pole (as selected by City of Winter Park to match other areas of town) & shade or understory tree of minimum 5" caliper (as selected by Urban Forestry) with irrigation for every 50 feet of railroad frontage. The trail and easement shall connect from the property line where the rail enters, to the property line where the rail exits. The trail shall be designed to align with existing or future trail locations and the design of the trail shall be determined on the site plan when a project is submitted for consideration. Enhancement costs shall not include land costs.	Max 20%	20%
CT.2	Off-Site Trails	Donation to the Construction of Bike/Pedestrian Trails. Due to the unique circumstances and properties in each area, every section of future trail will have challenges and opportunities. Because no two areas are the same, it is preferable to have developers pay into a trails fund, with design and installation provided by the City. Each \$10,000 donation shall earn a 1% entitlement bonus. Maximum donation of \$100,000.	Max \$100,000 donation 1.5	10%
CT.3	Denning Drive Mobility Extension	Complete Extension of Denning Drive from Orange Ave to Mead Botanical Garden, Minimum 12' Wide Multi-Use Paved Path With Decorative Lighting, and Shade Tree in Grate with Irrigation Every 50 feet, with Required ADA Crossings & Signage on E side of Denning Drive	2.0 25%	25%
CT.4	Rideshare Dedicated Curb	Each 24 feet of marked and dedicated rideshare curb in front of the building shall earn a 0.5% Entitlement Bonus	2-Dedicated Spaces	1%
CT.5	Bicycle/Pedestrian Repair Facilities & Rest Areas	Provide bicycle/pedestrian amenities that are available to the community near any Bike Trail facility. One of each of these facilities shall be allowed to locate in one or more of the following locations: Rail Trail area as defined in this chapter, In Martin Luther King, Jr. Park along a bike trail, Along the new Bike Path connecting to Mead Botanical Garden, or along the Denning Drive bicycle facilities. Each location shall require the following elements under a covered roof or shade area: Bicycle Fix-It Stations with bike lift, air pump and tools; water fountain and water bottle filling; bike rack; trash and recycling receptacles; and a bench. Maximum cost of \$25,000.	3 locations per development. Can be located off-site 1.5 2% per location, Max	6%

Category Number	Enhancement	Description & Potential Bonus	Multiplier Incentive Achievement Maximums	Maximum FAR Increase
CT.6	Covered Transit Stops	Bench, Trash Receptacle, Recycling Receptacle and Covered Area Provided for Transit Users a. At a Stop on a Bus Route	1.5 * KEEP THIS ONE? 1%	1%
CT.7	Land Donation for Transportation Improvements	Each 100 square feet of land dedicated to the City of Winter Park or FDOT as right-of-way for needed transportation improvements, shall earn a 1% Entitlement Bonus Right-of-way land cost shall equal 25% of FAR value.	1.25 Max 25%	25%

u. Definitions.

- (a) *Affordable Housing*: Affordable housing means a dwelling unit, with regard to a unit for sale, which costs less than 80 percent of the median price of the single-family homes sold the previous year in the Orlando metropolitan area; and with regard to a unit for rent, one which rents monthly for less than 80 percent of the median monthly cost of similar sized units for the previous year in the Orlando metropolitan area and for which the purchaser's or renter's income or combined family income does not exceed 80 percent of the median family income for the Orlando metropolitan area.
- (b) *Boutique Hotel*: A boutique hotel has minimal food and beverage operations, no banquet facilities and has 100 rooms or less. It is largely characterized by its smaller size, personalized service and local personality, which can vary dramatically depending on where the property is located. They cater to the individual, providing very personalized, intimate service. These properties are designed to blend into the community and reflect the neighborhoods and cultures around them.
- (c) *Building Story*: Building story means a section of a building between the surface of a floor and the floorplate of the floor above it.
- (d) *Common Ownership or Commonly Owned*: Properties shall be deemed to be under "common ownership" or "commonly owned" if the properties are owned by the same entity or affiliated entities with substantially similar control and management.
- (e) *EIFS*: Exterior Insulation and Finish System. A non-load bearing exterior wall cladding system consisting of a thermal insulation board, adhesively and/ or mechanically attached to the substrate, base coat with reinforced fiberglass mesh and a textured finish coat.
- (f) *Fast Casual Restaurant*: Fast casual restaurants offer consumers freshly-prepared, higher-quality food in an informal setting, with counter service to keep things speedy.

- (g) *Floor Area Ratio (FAR)*: The gross floor area divided by the land area of the building site excluding land areas across a public street under the same ownership. The gross floor area ratio is the square footage of the building or buildings on the property (and contiguous properties being used in connection with such building(s)) divided by the area of such property in square feet. This mathematical expression (gross floor area ÷ land area = floor area ratio) shall determine the maximum building size permitted. The floor area of parking structures is included in the calculation of the Floor Area Ratio with the exception of underground parking, open-air top-level parking and the 10% parking in excess of code required in accordance with Section 58:83 j(7)(c).
- (h) *Food Hall*: Unlike food courts made up of fast food chains, food halls typically mix local artisan restaurants, butcher shops and other food-oriented boutiques under one roof.
- (i) *Green Roof*: A green roof or living roof is a roof of a building that is partially or completely covered with vegetation and a growing medium, planted over a waterproofing membrane. It may also include additional layers such as a root barrier and drainage and irrigation systems. Green roofs serve several purposes for a building, such as absorbing rainwater, providing insulation, creating a habitat for wildlife, increasing benevolence and decreasing stress of the people around the roof by providing a more aesthetically pleasing landscape, and helping to lower urban air temperatures and mitigate the heat island effect.
- (j) *Green Wall/Living Wall*: Living walls or green walls are self-sufficient vertical gardens that are attached to the exterior or interior of a building. They differ from green façades (e.g. ivy walls) in that the plants root in a structural support which is fastened to the wall itself. The plants receive water and nutrients from within the vertical support instead of from the ground.
- (k) *Impervious Area*: Impervious Areas are man-made areas that cannot absorb water from rain or snow. Impervious Area Examples: Roofs; Roads; Sidewalks; Driveways; Parking Lots.
- (l) *Meaningful Open Space*: Privately -owned property that is not a part of the inside of a building. These areas are intended to provide for the use and benefit of the general public, and are legally accessible by the general public. These areas are accessible and designed for outdoor living, gathering, landscaping, recreation, pedestrian activity, meaningful, useable, accessible, green and beautiful open space that invites the public to relax, interact, recreate, unwind and stimulate social connection. Open space shall not be retention ponds, parking lot islands or landscape planting areas around building bases.

Meaningful opens spaces are areas that are open and inviting to the public. Open space can include green areas, hardscape areas, semi-pervious areas, balcony or roof areas that are open to the public and other similar-type spaces. The intent is that each of these areas create the opportunity for social interaction, relaxation, recreation and reflection.

- (m) *Mixed-Use:* Mixed-use development combines two or more types of land use into a building or set of buildings that are physically and functionally integrated and mutually supporting. This can be some combination of residential, commercial, industrial, office, institutional, or other land uses. The form of mixed-use development can be vertical or horizontal. Vertical mixed-use occurs when different uses inhabit the same building and sit atop one another, such as residential or office uses over ground floor retail. Horizontal mixed-use occurs when uses are placed next to each other, such as an apartment building that is adjacent to offices, restaurants, or retail shops. Mixed-use areas often create the main street/downtown, activity center, or commercial corridor of a local community, district, or neighborhood. They frequently involve stacking uses – residential or office above retail, for example, in low or midrise buildings, but are predominately made up of a variety of individual buildings arranged around streets and around public squares or other open spaces.
- (n) *Multi-Generational Play Area:* Instead of focusing exclusively on children, these playgrounds broaden their scope to include equipment, activities and amenities for those older than age 12—and perhaps significantly older—so that anyone who visits the playground, regardless of age or ability, can find something there they enjoy.
- (o) *Multi-Modal Transportation:* This concept is that all modes of transportation should have equality and there shouldn't be the typical hierarchy where private automobiles have more opportunities at the cost of pedestrians, cyclists, public transportation users and handicapped persons.
- (p) *Overlay District:* An area where certain additional requirements are mapped upon an underlying zoning district(s). The district modifies or supplements the underlying zoning regulations and allows for flexibility in design and the ability to apply more area specific requirements including, but not limited to, architecture, height, setbacks, use, open space, landscaping, historic preservation, floor area ratio, parking, public improvements, access, stormwater, etc. In the instance of conflicting requirements, the stricter shall apply.
- (q) *Percentage-Based Development Enhancement:* In exchange for the ability to obtain additional development entitlements above

those currently allowed by the underlying zoning. Subject to approval by the City Commission, certain public improvements and area-wide solutions will be required by those who develop or redevelop properties and the requirements for Development Enhancement Bonuses must be met. Subject to approval by the City Commission, property owners or developers may propose use of any combination of the Development Enhancement Menu to earn their way up to the Maximum Achievable Floor Area Ratio.

- (r) *Pervious Area:* A pervious surface is a surface that allows the percolation of water into the underlying soil. Pervious surfaces include grass, mulched groundcover, planted areas, vegetated roofs, permeable paving as well as porches and decks erected on pier foundations that maintain the covered lot surface's water permeability.
- (s) *Placemaking:* As both an overarching idea and a hands-on approach for improving a neighborhood, city, or region, placemaking inspires people to collectively reimagine and reinvent public spaces as the heart of every community. Strengthening the connection between people and the places they share, placemaking refers to a collaborative process by which we can shape our public and private realm in order to maximize shared value. More than just promoting better urban design, placemaking facilitates creative patterns of use, paying particular attention to the physical, cultural, and social identities that define a place and support its ongoing evolution. With community-based participation at its center, an effective placemaking process capitalizes on a local community's assets, inspiration, and potential, and it results in the creation of quality public spaces that contribute to people's health, happiness, and well-being.
- (t) *Public Improvements:* Any drainage facility, roadway, parkway, pedestrian way, off-street parking area, lot improvements, sidewalk, bike lane, park, public facility, pedestrian crossing, boulevard or other facility which benefits the public.
- (u) *Residential Density:* Measured in dwelling units per gross acre. Maximum densities determine the number of apartment, townhome, condominium or other multifamily units allowed.
- (v) *Walkability:* A measure of how well streets are designed to incorporate pedestrian scale elements and to create equal access for pedestrians. A walkable area has health, environmental, and economic benefits. It keeps pedestrians interested, safe and engaged with the built environment around them. With community-based participation at its center, an effective placemaking process capitalizes on a local community's assets, inspiration, and potential, and it results in the creation of quality

public spaces that contribute to people's health, happiness, and well-being.

- (w) *Workforce Housing*: A dwelling unit, with regard to a unit for sale, which costs less than 120 percent of the median price of the single-family homes sold the previous year in the Orange County metropolitan area; and with regard to a unit for rent, one which rents monthly for less than 120 percent of the median monthly cost of similar sized units for the previous year in the Orange County metropolitan area, and for which the purchaser's or renter's income or combined family income does not exceed 120 percent of the median family income for the Orange County metropolitan area.

v. Vested Rights.

(1) In order to not adversely affect development projects that are actively in the process of being developed for which expenditures have been made in reliance upon the previously existing land development regulations prior to the effective date of this Section as evidenced by such development project's site and building floor plans and/or conditional use having been received and approved by the City prior to the effective date of this Section, the City will allow such development projects to proceed subject to compliance with the underlying zoning and future land use of the property existing prior to the adoption of this Section, other applicable land development regulations and conditions of approval without the need to comply with the development standards of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies for which this Section implements. Provided however, a conditional use approval or other development order that has been approved by the City which subsequently expires, whether prior to or after adoption of this Section, does not create a vested right to develop a property without compliance with this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies which this Section implements. The City Commission will not approve any Conditional Use extensions of those development projects within the OAO that have been approved prior to the effective date of this Ordinance.

(2) For development projects that may otherwise satisfy the applicable legal standard for the provisions of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 (and its corresponding Objectives and Policies which this Section implements) creating an inordinate burden on an existing use of real property or a vested right to a specific use of real property, a property owner may apply for a vested rights determination by the City Commission to allow development of a property within the OAO subject to the underlying zoning and future land use of the property existing prior to the adoption of this Section and other applicable land development regulations without compliance with the development standards of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies which this Section implements. The Director of Planning and Transportation is authorized to develop a vested rights

determination application, the minimum submittal requirements for such application and a reasonable fee associated with the review and processing of such application. The property owner requesting a vested rights development under this subsection has the burden of proof to show that the property owner has a vested right to develop its real property without being subject to the provisions of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies which this Section implements. The City Commission will conduct a quasi-judicial public hearing on the vested rights determination request to consider whether to approve or disapprove the property owner's request for a vested rights determination. If the City Commission approves the vested rights determination, the applicable property will be able to develop subject to compliance with the underlying zoning and future land use of the property existing prior to the adoption of this Section and other applicable land development regulations without compliance with or benefitting (including benefitting from any increased densities or intensities allowed by the OAO) from the development standards of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies which this Section implements.

(3) Upon the City's receipt of a written claim of an inordinate burden on an existing use of real property or a vested right to a specific use of real property caused by the provisions of this Section and/or the Comprehensive Plan Future Land Use Element Goal 1-8 (and its corresponding Objectives and Policies which this Section implements), the City Commission shall have the authority, but not the obligation, to authorize the applicable property to develop subject to compliance with the underlying zoning and future land use of the property existing prior to the adoption of this Section and other applicable land development regulations without compliance with or benefitting (including benefitting from any increased densities or intensities allowed by the OAO) from the development standards of this Section and the Comprehensive Plan Future Land Use Element Goal 1-8 and its corresponding Objectives and Policies which this Section implements. This provision shall not be construed as a limitation on the City's authority to make, accept and implement settlement offers and settlement agreements pursuant to applicable law.

SECTION 2. Repeal. Ordinance 3166-20 and Ordinance 3167-20 were rescinded and repealed prior to such ordinances effective dates and were never a part of or incorporated into the Comprehensive Plan or land development regulations. Therefore, in no event shall any development project have any vesting status pursuant to the provisions of Ordinance 3166-20 or Ordinance 3167-20. This Ordinance further confirms and readopts the repeal of Ordinance 3167-20.

SECTION 3. Severability. If any Section or portion of a Section of this Ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other Section or part of this Ordinance.

SECTION 4. Conflicts. To the extent any provision or provisions of this Ordinance conflict with the provision or provisions of other Ordinances, the provisions of this Ordinance control.

SECTION 5. Codification. Section 1 of this Ordinance shall be codified and made a part of the City of Winter Park Land Development Code, and the sections and subsections of this Ordinance may be renumbered or relettered to accomplish this intention. The word "Ordinance" may be changed to "Section," "Article," or other appropriate word. The City Clerk is given liberal authority to ensure proper codification of this Ordinance, including the right to correct scrivener's errors.

SECTION 6. Effective Date. This Ordinance shall become effective upon the comprehensive plan amendments establishing the Orange Avenue Overlay District goals, objectives and policies as provided for under Ordinance _____ become effective. If Ordinance _____ does not become effective, then this Ordinance is not effective and shall not become part of the City's land development regulations.

ADOPTED at a regular meeting of the City Commission of the City of Winter Park, Florida, held in City Hall, Winter Park, on this _____ day of _____, 2021.

Mayor Phil Anderson

Attest:

City Clerk