



John Trost <jtrost@ccim.net>

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## 3821 Woodbriar Trail

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**Cruz, Penelope** <pcruz@port-orange.org>  
To: John Trost <jtrost@ccim.net>

Tue, Oct 14, 2014 at 10:50 AM

There is not a separate MDA or actual PCD for the commercial area, it is part of the Countryside PUD (kind of confusing) and there are about 14 amendments. For some reason they were mapped red (PCD), but are just the commercial areas of the overall Countryside PUD. It doesn't appear that any of the amendments apply to this property (see attached map), so I have attached the original MDA.

From: John Trost [mailto:jtrost@ccim.net]  
Sent: Tuesday, October 14, 2014 10:46 AM  
To: Cruz, Penelope  
Subject: Re: 3821 Woodbriar Trail

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### 2 attachments

**Countryside\_Amendment\_Areas.pdf**  
388K

**Countryside pud.pdf**  
396K

COUNTRYSIDE PUD (Planned Unit Development) AGREEMENT

The City of Port Orange, a Florida municipal corporation, (the "City"), and Coastline Enterprises, Inc., a Florida corporation, (the "Developer"), hereby covenant and agree, and bind their successors and assigns as follows:

Section A. Concept Plan; State of Unified Ownership And Control.

The overall concept plan involves approximately four hundred (400) acres, encompassing land both North and South of Dunlawton Avenue. (See Legal Description, Exhibit A, and Master Plan, Exhibit B.)

Coastline Enterprises, Inc., and the Coleman Limited Partnership state that the real property described in Exhibit A is under unified ownership and is under the sole control of the signatories to this Agreement. The Coleman Limited Partnership hereby joins in this Agreement to the extent of its interest in said property.

Section B. Developers Agreement. The Developer agrees: to proceed with the Countryside PUD development according to all the PUD regulations of the City; to provide agreements, contracts, deed restrictions and sureties acceptable to the City Legal Department for completion of the development or approved development phase, and for the continuing operation and maintenance of such areas, functions, and facilities as are not to be provided, operated, or maintained at public expense, and; that the Developer's successors in title will be bound by the Developer's commitments made in this Agreement. The Developer further agrees to be bound by all other applicable provisions of the City's zoning ordinances, and other applicable ordinances including the Sub-division Ordinance and Stormwater Drainage Ordinance in force as of the date of execution of this Agreement, or future amendments of said ordinances or of this Agreement. The Developer will abide

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by standards contained in the current Manual of Uniform Traffic Signs as applicable to street signs within the PUD, except where otherwise approved by the City Engineer. In any case of conflict between the provisions of this Agreement and the City's ordinances, this Agreement will control.

Section C. Land Usage. Of the approximately four hundred (400) acres within the PUD, approximately three hundred (300) acres will be devoted to residential development. This acreage will have a maximum overall density not to exceed four point nine (4.9) units per acre, averaged over the entire three hundred acres, with a maximum number of residential units of one thousand four hundred and seventy (1,470). Approximately one hundred acres (100) will contain commercial or professional uses. A minimum of sixty (60%) percent of the project will be dedicated to open space and common facilities. Of this amount, thirty-five (35%) percent will be designated for use as common open space or common facilities. Common open space will be provided in accordance with Section 715.12 of the Zoning Ordinance.

While the exact nature of development within all of the property is not known at this time, the proposed Master Plan (Exhibit B) contains a description of the tracts and proposed densities and acreage. At time of preliminary and final site plan approvals for the various phases or sub-phases, the densities may vary slightly, however, the total number of residential units will not exceed one thousand four hundred and seventy (1,470).

The Master Homeowner's Association will maintain a minimum of two common recreation facilities, one located on the property North of Dunlawton Avenue, and the other located on the property South of Dunlawton Avenue (Exhibit B). In addition to these common recreational facilities, containing a minimum of four (4)

acres each, there will be other mini-recreational facilities, such as jogging paths, bicycle paths, and smaller pool and playground areas provided within various phases or sub-phases of the PUD.

Section D. Tabulation of Percentages and Densities For Each Dwelling Type.

<u>Percentage</u>	<u>Dwelling Type</u>	<u>Density</u>
5%	Estate and Single Family	1-4 Units/Acre
20%	Multi-Family Apartment	8-15 Units/Acre
35%	Patio/Zero Lot.	6 or less Units/Acre
40%	Cluster Townhouse	8 or less Units/Acre

Section E. Building Heights. Buildings will not exceed thirty-five (35) feet in height, except as approved by the Planning Board and the City Council of the City of Port Orange.

Section F. Building Spacing. The front, side and rear yard spacing for single family homes and estate homes will be similar to that provided in the Port Orange Zoning Ordinances for those dwelling types.

Multi-family/Apartment front yard setbacks will be a minimum of thirty (30) feet from any dedicated public thoroughfare. No structure will be closer than ten (10) feet from any parking area, nor closer than twenty (20) feet from any private roadway adjacent to a parking area. However, carports may be constructed in parking areas, and may extend to within ten (10) feet of private roadways.

Patio/Zero Lots will have a minimum setback of thirty (30) feet from public thoroughfares; and the minimum setback from private roadways will be twenty (20) feet. There will be no side yard setback required for one side of a residential structure,

provided that there will be a minimum seven and one-half (7.5) feet setback on the other side.

Cluster/Townhouses will be similar to Multifamily/ Apartment units in that there will be a thirty (30) foot setback from public rights-of-way, and a twenty (20) foot setback from private roadways. Carports constructed for dwellings for which two parking spaces are required may extend to within ten (10) feet of private roadways. The side yard setback will be twenty-five (25) feet. Front to rear, or rear to rear, setbacks will be fifty (50) feet unless otherwise approved by the City Council for any given phase during final plan approval.

Section G. Minimum Square Footage by Dwelling Type. In the case of single family and estate homes, the minimum square footage will be as required in the Port Orange Zoning Ordinance for similar dwelling types.

In the case of other types of units within the PUD, minimum square footage will be based on the number of sleeping rooms, as follows:

Studios	660 sq. ft. minimum
One Bedroom	780 sq. ft. minimum
Two Bedroom	900 sq. ft. minimum
Three Bedroom	1,020 sq. ft. minimum
Four Bedroom	1,140 sq. ft. minimum

The City Council and the Planning Board may permit smaller square footages for any given phase during final plan approval.

Section H. Yard Areas and Buffers. There will be no minimum square footage requirement for lots, except that for a single family lot and estate lots which will be similar to that required by the Port Orange Zoning Ordinances for similar dwelling types.

There will be a seventy-five (75) foot buffer between structures in the PUD and the Deep Forest Subdivision property, except where the adjoining PUD use is of similar type, in which case the applicable setback requirements of the Zoning Ordinance will apply.

Section I. Commercial and Office Uses. Commercial and office uses will be as specifically permitted by the PUD provisions of the Port Orange Zoning Ordinance. In addition, the following uses will be permitted:

- C-1, shopping center commercial district;
- Governmental buildings and facilities;
- Hospitals and hospices;
- Churches;
- Restaurants (Types A and B);
- Veterinarians and/or animal hospitals;
- Clubs, lodges, or fraternal organizations;
- All uses permitted in the C-3, professional office zoning district;
- Insurance offices;
- Computer and software sales;
- Consulting for any professional service or related fields;
- Convenience stores, with gas pumps, provided that there will be no more than two (2) such stores, one North of Dunlawton Avenue and one South of Dunlawton Avenue;
- Service station (Type A or B), provided that only one will be permitted;
- Other commercial or office uses determined by the Planning Commission to be similar or compatible to those uses listed above.

Minimum lot area, lot width, and front, side and rear yard setbacks will be similar to those required by the zoning ordinances for similar uses, provided that zero lot lines, clustering, and other creative building siting designs may be permitted by the Planning Board and the City Commission during site plan review.

Section J. Sanitary Waste, Stormwater, Potable Water. The Developer will design and provide necessary sanitary sewer, waste water, and potable water for the development of the project in

accordance with the City's Stormwater Management Ordinance, Conservation Ordinance, and other applicable ordinances. These facilities will be integrated with the systems of the City of Port Orange, and will be constructed in accordance with the time schedule for development of the PUD. Any increase in sizes, capacities, or volumes over those required to service the PUD will be the responsibility of the City of Port Orange.

The general drainage pattern of the property is depicted in Exhibit E.

Section K. Maintenance of Common Open Space and Common Facilities.

The Developer will form a non-profit homeowner's association, to be called the Countryside PUD Homeowner's Association, Inc., which will operate, maintain and control all common areas and common facilities including but not limited to all of the lakes within PUD, the entrance areas, bicycle trail, common recreational facilities, and private streets. There will be one or more "mini" homeowner's associations to control certain specified aspects of particular phases or subphases. These mini associations will be members of the master association. The homeowner's associations will promulgate restrictions on the use of the land consistent with those set out in the Development Guideline Manual (Exhibit C). The general scope and format of the homeowner's association documents will be similar in concept to the documents contained in Exhibit D.

Attached as Exhibit G is a list of covenants and restrictions proposed to be imposed upon land use and structures. In addition, as necessary, the Developer will provide easements and grants for the installation, maintenance and upkeep of the public utilities including water, sewer, electricity, and telephone,

as well as cable television. The Developer may from time to time add additional covenants and restrictions or make changes in the By-Laws as may be required to guarantee that the project will be developed in accordance with the policies outlined in the Development Guidelines Manual and the homeowner's association documents.

Section L. Proposed Time Frame for Development.

Attached Exhibit F is the proposed time frame for the various areas within the PUD.

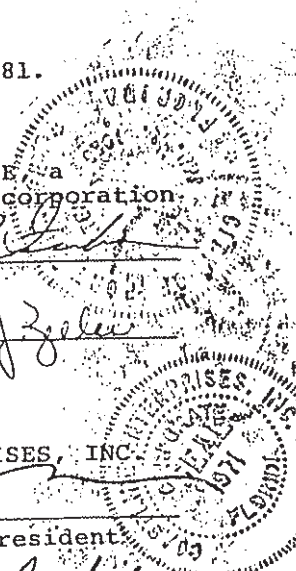
Dated this 18th day of November, 1981.

Shirley M. Kelly  
Cathy B. Reid  
Witnesses as to City

CITY OF PORT ORANGE, a Florida municipal corporation

By: James R. [Signature]  
Mayor

Attest: Marian J. Zelen  
City Clerk



Catherine Hoffman  
Carmelita deBoer  
Witnesses as to Developer

"CITY"  
COASTLINE ENTERPRISES, INC.  
By: William H. McMunn  
Executive Vice President

Attest: Susan C. Sisler  
Susan C. Sisler, Asst. Secretary

"DEVELOPER"

Catherine Hoffman  
Margaret M. [Signature]  
Witnesses as to Coleman Limited Partnership

COLEMAN LIMITED PARTNERSHIP, a Florida limited partnership

By: Henry C. Coleman  
Henry C. Coleman

By: Robert L. Coleman  
Robert L. Coleman

Approved: [Signature]  
City Attorney

[Signature]  
City Manager



STATE OF FLORIDA )  
: SS  
COUNTY OF VOLUSIA )

On this day personally appeared before me, a Notary Public of the State of Florida, James R. Fisher and Marion J. Zeller, to me well and personally known and known by me to be the persons who executed the foregoing instrument as Mayor and City Clerk, respectively, of The City of Port Orange a municipal corporation organized and existing under the Laws of the State of Florida, and acknowledged to me that they executed the same as such Mayor and City Clerk, respectively, of said corporation for and on behalf of said corporation as and for its act and deed, for the uses and purposes therein expressed.

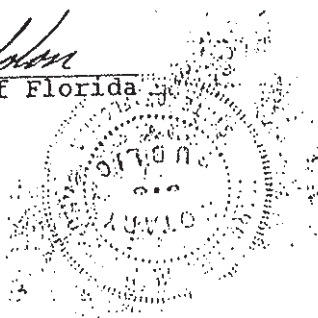
And the said Marion J. Zeller, City Clerk, of said corporation further acknowledged that she affixed the seal of said corporation thereto as and for the act and deed of said corporation, and that the seal thereto affixed is in fact and in truth the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Port Orange, Florida, this 18th day of November, A.D. 1981.

*Margaret A. Swadlow*  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires June 28, 1985  
Sponsored by AMERICAN FIRE & CASUALTY INS. CO.



STATE OF FLORIDA )  
: SS  
COUNTY OF VOLUSIA )

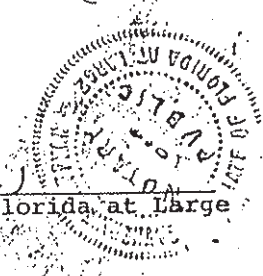
On this day personally appeared before me, a Notary Public of the State of Florida, WILLIAM H. McMUNN, to me well and personally known and known by me to be the person who

executed the foregoing instrument as Executive Vice President of Coastline Enterprises, Inc., a corporation organized and existing under the Laws of the State of Florida, and acknowledged to me that he executed the same as such Executive Vice President of said corporation for and on behalf of said corporation as and for its act and deed, for the uses and purposes therein expressed.

And the said WILLIAM H. McMUNN, Executive Vice President, of said corporation further acknowledged that he affixed the seal of said corporation thereto as and for the act and deed of said corporation, and that the seal thereto affixed is in fact and in truth the true corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Port Orange, Florida, this 18th day of November A.D. 1981.

*Catherine Hoffman*  
Notary Public, State of Florida, at Large  
My Commission Expires:



NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 14, 1984

STATE OF FLORIDA )  
: SS  
COUNTY OF VOLUSIA)

On this day personally appeared before me, a Notary Public of the State of Florida, HENRY C. COLEMAN and ROBERT L. COLEMAN, to me well and personally known and known by me to be their persons who executed the foregoing instrument as General Partners of The Coleman Limited Partnership, a Florida limited partnership, and acknowledged to me that they executed the same as the General Partners of said limited partnership for and on behalf of said limited partnership as and for its act and deed, for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at Port Orange, Florida, this 18th day of November, A.D. 1981.

*Catherine Hoffman*  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires September 14, 1984



Government Lot 3, except the Westerly 667 feet, and Government Lot 4, subject to easement given to Florida Power & Light Company over the Northerly 230 feet of Government Lot 3 and subject to easement given to Florida Power & Light Company over the Northerly 250 feet of Government Lot 4, per Deed Book 1544, Pages 88, 89 and 90; except Right-of-Way dedeed to the State of Florida through Government Lots 3 and 4 for Florida State Road Extension 415 per Deed Book 1343, Pages 318 and 319, all in Section 8, Township 16 South, Range 33 East.

AND, Government Lot 5 and Government Lot 6, lying West of Nova Road (Truck Route) State Road 5A, except Right-of-Way dedeed to State of Florida through Government Lot 5 and Government Lot 6 per Deed Book 1343, Pages 318 and 319, all in Section 9, Township 16 South, Range 33 East.

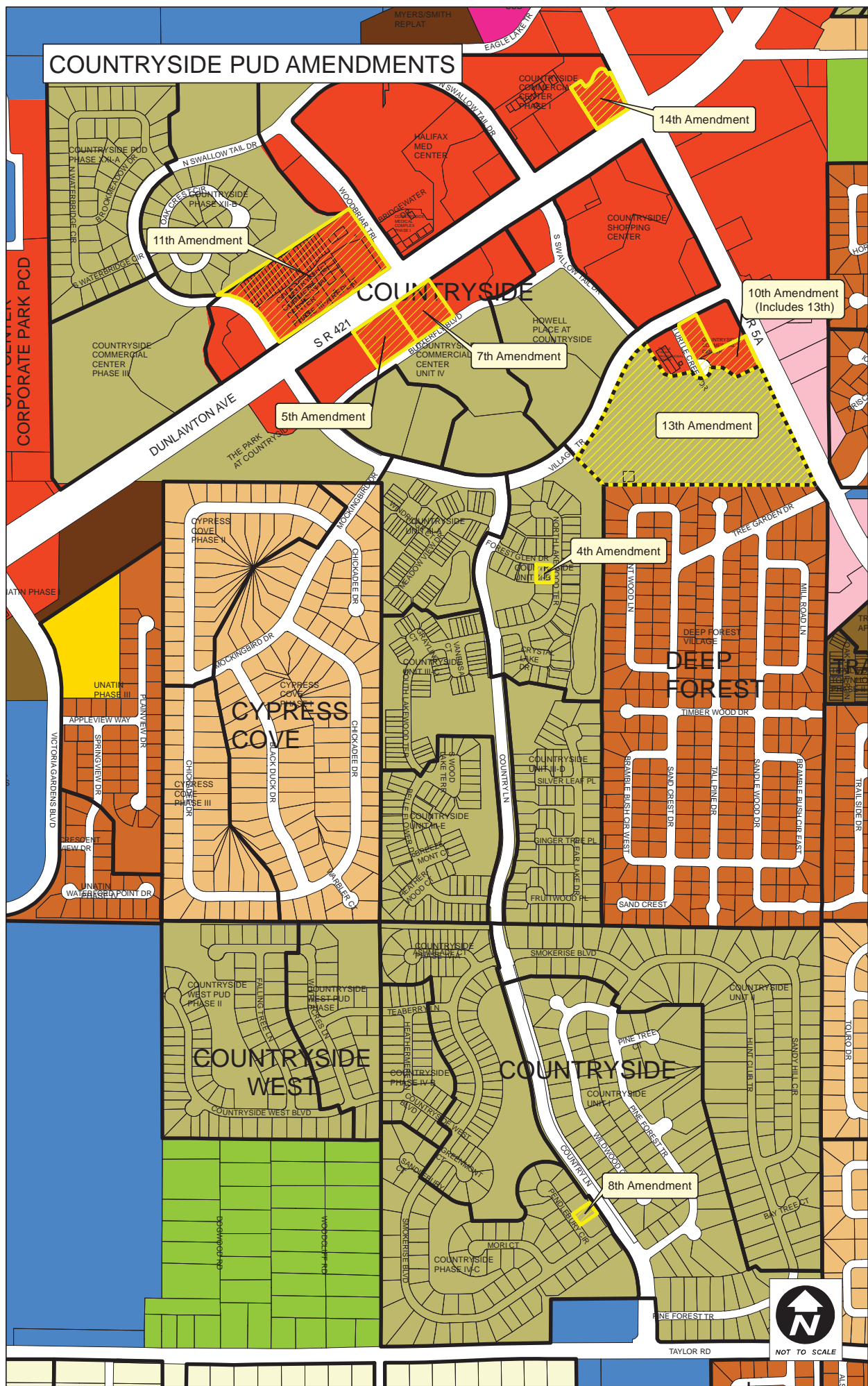
AND, the West 1/2 of the Northwest 1/4 and the Southwest 1/4 in Section 16 Township 16 South, Range 33 East, except part dedeed for widening of Taylor Road to City of Port Orange, by a deed shown in Official Records Book 1566, Page 673, and by a deed shown at Official Records Book 1940, Page 1407, Public Records of Volusia County, Florida.

EXCEPTING THEREFROM the following described property:

Beginning at the Northwest corner of Section 16, Township 16 South, Range 33 East, Volusia County, Florida, thence S 00°02'05" W along the West line of said Section 16 a distance of 2667.41 feet; thence S 88°59'12" E, departing said West line of Section 16, a distance of 745.13 feet to the POINT OF BEGINNING; continue thence S 88°59'12" E a distance of 614.45 feet to the Southwest corner of Deep Forest Subdivision as recorded in Map Book 33, Pages 98, 99 and 100 of the Public Records of Volusia County, Florida; continue thence S 88°59'12" E along the South line of said Deep Forest Subdivision a distance of 1320.01 feet to the Southeast corner of said Deep Forest Subdivision being on the East line of the West 1/2 of said Section 16; thence S 00°16'11" E along said East line of the West 1/2 of Section 16 a distance of 2509.17 feet to a point on the Northerly line of Taylor Road as recorded in Official Record Book 1940, Page 1407, and Book 1566, Page 673 of the Public Records of Volusia County, Florida; thence S 89°41'03" W, along said Northerly line of Taylor Road, a distance of 1414.95 feet; thence N 00°18'57" W, departing said Northerly line of Taylor Road, a distance of 394.32 feet; thence N 35°00'00" W a distance of 338.98 feet; thence N 55°00'00" E a distance of 300.00 feet; thence N 35°00'00" W a distance of 440.36 feet to the Point of Curvature of a curve to the right having a radius of 615.00 feet and a central angle of 26°00'00"; thence along said curve a distance of 279.08 feet to the Point of Tangency; thence N 09°00'00" W a distance of 116.15 feet to the Point of Curvature of a curve to the left having a radius of 715.00 feet and a central angle of 7°30'00"; thence along said curve a distance of 93.59 feet to the Point of Tangency; thence N 16°30'00" a distance of 303.14 feet; thence N 73°30'00" E a distance of 70.00 feet thence N 16°30'00" W a distance of 550.00 feet to the Point of Curvature of a curve to the right having a radius of 315.00 feet and a central angle of 8°34'07"; thence along said curve a distance of 47.11 feet to the POINT OF BEGINNING.



# COUNTRYSIDE PUD AMENDMENTS



11th Amendment

14th Amendment

10th Amendment (Includes 13th)

7th Amendment

5th Amendment

13th Amendment

4th Amendment

8th Amendment

