



## Planning & Zoning Board Meeting

February 27, 2025 at 6:00 PM  
Howey-in the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

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**Join Zoom Meeting:** <https://us06web.zoom.us/j/83072942085?pwd=Bj842gJVowI0Um5ESsNB5kuB2uFENt.1>  
**Meeting ID:** 830 7294 2085 | **Passcode:** 113527

### AGENDA

**BOARD CHAIR CALLS THE MEETING TO ORDER**  
**PLEDGE OF ALLEGIANCE**  
**ROLL CALL**

#### CONSENT AGENDA

*Routine items are placed on the Consent Agenda to expedite the meeting. If a Planning & Zoning Board Member wishes to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on the remaining item(s); and (3) Discuss each pulled item and vote.*

- 1.** Consideration and Approval of the January 23, 2025, Planning and Zoning Board Meeting minutes.

#### PUBLIC HEARING

- 2.** Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**

**AN ORDINANCE OF THE TOWN OF HOWEY IN THE HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN'S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.**

- Board Chair will read the Ordinance title.
- Town Planner will explain Ordinance 2024-012.
- Board Chair will open Public Comment and Questions for this item only.
- Board Chair will close Public Comment.
- Motion to recommend Ordinance 2024-012.
- Board Discussion.
- Roll Call Vote.

## **OLD BUSINESS**

## **NEW BUSINESS**

- 3.** Consideration and Approval: **Hillside Groves - Meritage - Elevation Approvals**
- 4.** Discussion: **Land Development Code - Setbacks Update**

## **PUBLIC COMMENTS**

*Any person wishing to address the Planning and Zoning Board and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.*

## **BOARD COMMENTS**

## **ADJOURNMENT**

### **To Comply with Title II of the Americans with Disabilities Act (ADA):**

Qualified individuals may get assistance through the Florida Relay Service by dialing 7-1-1. Florida Relay is a service provided to residents in the State of Florida who are Deaf, Hard of Hearing, Deaf/Blind, or Speech Disabled that connects them to standard (voice) telephone users. They utilize a wide array of technologies, such as Text Telephone (TTYs) and ASCII, Voice Carry-Over (VCO), Speech to Speech (STS), Relay Conference Captioning (RCC), CapTel, Voice, Hearing Carry-Over (HCO), Video Assisted Speech to Speech (VA-STS) and Enhanced Speech to Speech.

### **NOTICE: ONE OR MORE COUNCILORS MAY BE PRESENT TO HEAR OR PARTICIPATE IN DISCUSSION REGARDING MATTERS WHICH MAY COME BEFORE TOWN COUNCIL FOR ACTION.**

### **Howey Town Hall is inviting you to a scheduled Zoom meeting.**

Topic: **Planning & Zoning Board Meeting**

Time: **Feb 27, 2025 06:00 PM Eastern Time** (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/83072942085?pwd=Bj842gJVowI0Um5ESsNB5kuB2uFENt.1>

Meeting ID: 830 7294 2085

Passcode: 113527

Dial by your location

+1 646 558 8656 US (New York)

+1 720 707 2699 US (Denver)

+1 346 248 7799 US (Houston)

Meeting ID: 830 7294 2085

Passcode: 113527

Find your local number: <https://us06web.zoom.us/j/keCgsqkoVi>

Please Note: In accordance with F.S. 286.0105: Any person who desires to appeal any decision or recommendation at this meeting will need a record of the proceedings, and that for such purposes may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The Town of Howey-in-the-Hills does not prepare or provide this verbatim record. Note: In accordance with the F.S. 286.26: Persons with disabilities needing assistance to participate in any of these proceedings should contact Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737, (352) 324-2290 at least 48 business hours in advance of the meeting.



## Planning & Zoning Board Meeting

January 23, 2025 at 6:00 PM  
Howey-in-the-Hills Town Hall  
101 N. Palm Ave.,  
Howey-in-the-Hills, FL 34737

### MINUTES

Board Chair Tina St. Clair called the meeting to Order at 6:02 PM.  
Board Chair Tina St. Clair led the attendees in the Pledge of Allegiance to the Flag

#### ROLL CALL

#### MEMBERS PRESENT

Board Member Joshua Husemann | Board Member Alan Hayes | Board Member Richard Mulvany | Board Member Shawn Johnson | Vice Chair Frances Wagler | Chair Tina St. Clair

#### STAFF PRESENT:

April Fisher, Town Planner | Sean O'Keefe, Town Manager | John Brock, Deputy Town Manager / Town Clerk

Town Planner, April Fisher, announced to the members of the public that, due to a last-minute request from the applicant, Agenda Item #4 (Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**) would not be heard during this meeting. The applicant had changed their request and had addition requested that their item be moved to the February Planning and Zoning Board Meeting for consideration.

#### CONSENT AGENDA

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1. Consideration and Approval of the October 24, 2024, Planning and Zoning Board Meeting minutes.

**Motion made by Board Member Johnson to approve the Consent Agenda; seconded by Board Member Hayes. Motion approved unanimously by voice vote.**

#### **Voting**

**Yea:** Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

**Nay:** None

#### PUBLIC HEARING

2. Consideration and Recommendation: **229 Messina Pl. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the applicant had submitted a building permit request for a swimming pool, pool deck, and screen enclosure, which could not be permitted under the Town's Land Development Code due to the requirement for a 10-foot rear and side setback. Since the proposed structures would encroach upon these setbacks, a variance was necessary. Mrs. Fisher stated that the application was evaluated based on the hardship criteria outlined in the Town's regulations, which require the hardship to be related to the land itself and not self-imposed. Upon review, staff determined that the applicant had not provided sufficient evidence of a hardship unique to the property and, as such, recommended denial of the variance request.

The applicant, Veronica Lucien, spoke on behalf of the request, explaining that they were seeking a seven-foot setback rather than the required 10 feet. She presented a petition signed by six neighboring property owners, all of whom expressed no objections to the variance. She also noted that other properties in the community had been approved for five-foot setbacks, which she believed demonstrated precedent for their request. Marcus Flamingo, a co-applicant, further elaborated that, when they purchased the home, their realtor and a pool company assured them that a pool could be built. He also questioned why the Town's setback requirement was significantly larger than neighboring jurisdictions such as Lake County, which requires only five to six feet.

Board Member Hayes presented findings from Lake County's GIS records, which indicated that several similar homes on smaller lots in the area had pools. He asked whether the applicants had consulted their neighbors or researched how others had complied with setback requirements. Mr. Flamingo responded by emphasizing that some of their neighbors had received five-foot and nine-foot setback variances, and he was unsure why they were being held to a different standard. Board Member Mulvany, a licensed contractor, stated that the pool builder should have designed the pool to fit within the required setbacks. He suggested that a minor adjustment to the layout could allow the pool to fit without the need for a variance.

Board Member Johnson expressed frustration over inconsistencies in past variance approvals, stating that other homeowners had received similar variances, and moved to recommend approval of the variance request. Board Member Husemann seconded the motion, agreeing that the Town had previously granted variances for similar properties in the neighborhood. However, Vice Chair Wagler opposed the motion, arguing that the Land Development Code must be upheld and that variances should only be granted for land-related hardships, not homeowner preferences. Town Manager, Sean O'Keefe, reaffirmed that variances should be based on conditions unique to the land, rather than personal circumstances.

Following discussion, the Board conducted a roll-call vote, resulting in a 3-3 tie. With no majority, the Board did not reach a formal recommendation. Town Clerk, John Brock, confirmed that the variance request would still proceed to Town Council for a final decision at their meeting on Monday, February 10, at 6:00 PM.

**Motion made by Board Member Johnson to recommend the 229 Messina Pl. Variance Application; seconded by Board Member Husemann. Motion failed by roll call vote. The Board was deadlocked and could not come to a consensus for a recommendation either for or against the variance application.**

#### **Voting**

**Yea:** Board Member Husemann, Board Member Johnson, Chair St. Clair

**Nay:** Board Member Hayes, Board Member Mulvany, Vice Chair Wagler

### 3. Consideration and Recommendation: **204 W. Myrtle St. Variance Application**

Board Chair Tina St. Clair introduced the next agenda item and turned the discussion over to Town Planner, April Fisher. Mrs. Fisher explained that the pool for this property had already been permitted and constructed. However, the applicant was now requesting a variance to build a screen enclosure, which was not included in the original approval. Unfortunately, an error occurred during the permitting process, where the pool deck was mistakenly approved at 9.5 feet from the rear property line instead of the required 10 feet. The Town has since taken corrective steps to prevent similar errors in the future.

Mrs. Fisher further clarified that the property is subject to the standard 10-foot rear and side setback requirements. Due to the permitting error, she recommended approval of the variance based on the fact that the screen enclosure would align with the already-constructed pool deck, which the Town had approved in error. She also noted that reducing the deck space to accommodate the setback could create a potential hazard, as there would be limited walking space around the pool. Given these circumstances, staff determined that the variance criteria were met, and she recommended approval of the request.

During the discussion, Board Member Husemann questioned the rationale behind the Town's 10-foot setback requirement, noting that Lake County's requirement is only five feet. He expressed concerns that the Town's stricter setback policy was leading to an increasing number of variance requests, particularly in newer subdivisions with smaller lot sizes. Town Clerk, John Brock, clarified that municipalities have the authority to adopt more restrictive land development regulations than the county. Mr. Brock suggested that, if the Board believed the setback requirement should be reduced, they could work with the Town Planner to propose an amendment to the Land Development Code.

Mrs. Fisher agreed, stating that a high number of variance requests often indicates that a code revision may be warranted. Board Vice Chair Wagler added that past subdivision sales tactics had contributed to confusion among homeowners, as sales representatives often promised features that did not comply with Town regulations. She emphasized that, while variance requests should be considered on a case-by-case basis, the Board is not obligated to approve variances simply because they are requested.

Board Member Husemann ultimately expressed support for the variance request, emphasizing that the permitting error created an expectation that the pool deck and enclosure would be allowed as built. Since the error has already been made and the screen enclosure would not significantly alter the property's impact, he moved to recommend approval of the variance request as it meets the variance criteria outlined in LDC Section 4.13.04.

**Motion made by Board Member Husemann to recommend the 204 W Myrtle St. Variance Application; seconded by Board Member Johnson. Motion approved unanimously by roll call vote.**

**Voting**

**Yea:** Board Member Husemann, Board Member Hayes, Board Member Mulvany, Board Member Johnson, Vice Chair Wagler, Chair St. Clair

**Nay:** None

4. Consideration and Recommendation: **Ordinance 2024-012 - Watermark Rezoning**

*This item was removed from the agenda for this meeting at the request of the applicant and will be reviewed during the February Planning and Zoning Board Meeting.*

**OLD BUSINESS**

None

**NEW BUSINESS**

5. Presentation: **Annual Sunshine Laws / Code of Core Values Presentation**

Town Clerk, John Brock, gave a presentation/training on Sunshine Laws, Ethics, Gifts, and the Town's Code of Core Values to the Board.

**PUBLIC COMMENTS**

*Any person wishing to address the Planning and Zoning Board and who is not on the agenda is asked to speak their name and address. Three (3) minutes is allocated per speaker.*

None

**BOARD COMMENTS**

Board Member Husemann brought back up that Lake County allows for only five-foot setback rules and that the Town's Land Development Code requires ten-foot setbacks. Board Member Husemann asked that the Town Planner review the setback rules and make a recommendation in the future to the Planning and Zoning Board that could possibly amend the Town's Land Development Code.

**ADJOURNMENT**

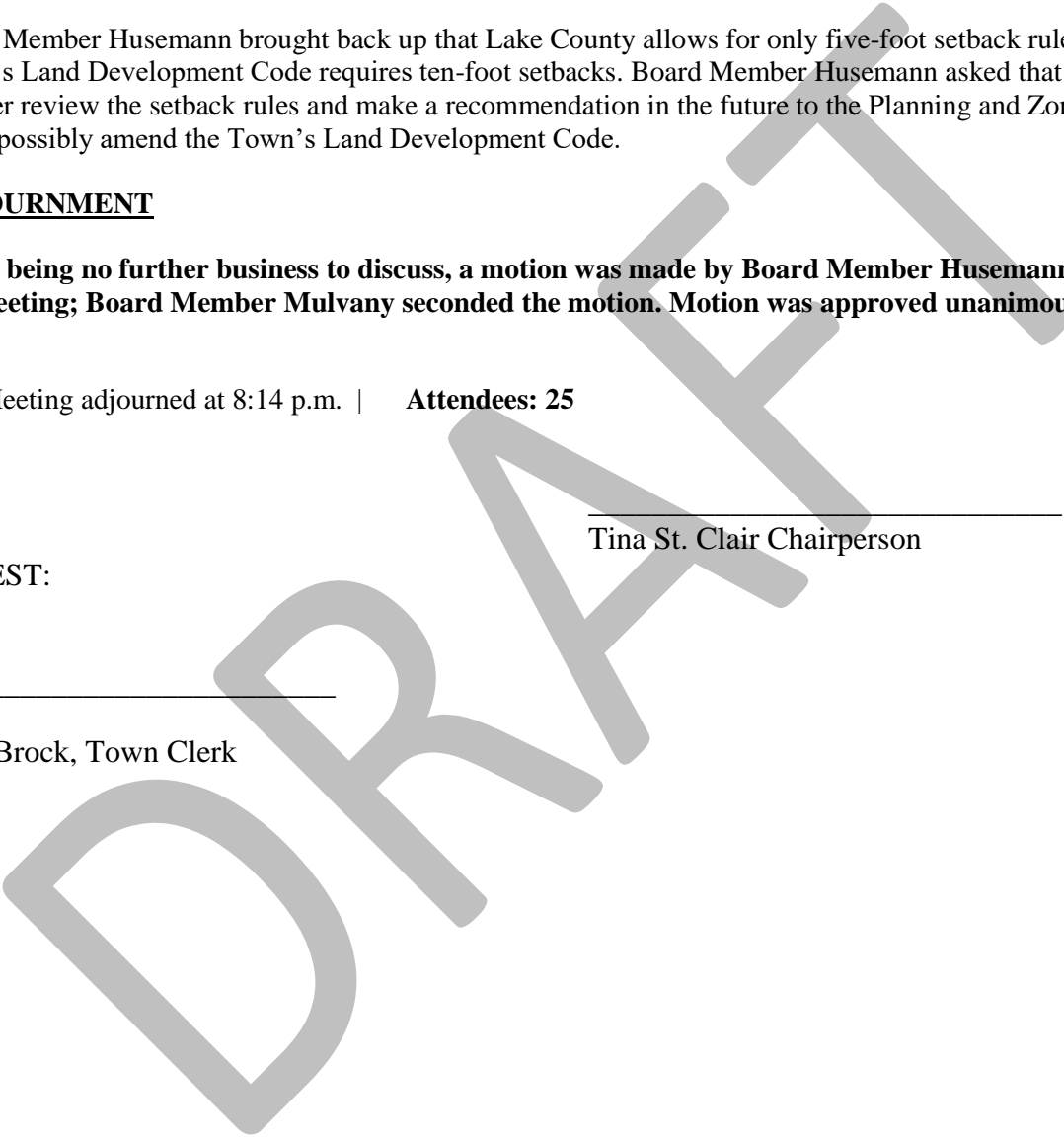
**There being no further business to discuss, a motion was made by Board Member Husemann to adjourn the meeting; Board Member Mulvany seconded the motion. Motion was approved unanimously by voice vote.**

The Meeting adjourned at 8:14 p.m. | **Attendees: 25**

\_\_\_\_\_  
Tina St. Clair Chairperson

ATTEST:

\_\_\_\_\_  
John Brock, Town Clerk





# ZONING MEMORANDUM

**February 20, 2025**

Prepared for  
Town of Howey-in-the-Hills  
Attn: Sean O'Keefe, Town Manager



## **Watermark PUD:**

## **ORDINANCE 2024-012 AMENDING ORDINANCE 2022-16; AMENDED & RESTATED Watermark PUD DEVELOPMENT AGREEMENT**

**Applicant: Revels Road Investors LLC**

### **Project Description and Background:**

The Town received an application to amend the Watermark PUD zoning district (Ordinance 2022-16) and the companion development agreement to include an additional 33+/- acres of land contiguous to the southern border of the original project boundary for a net total acreage of approximately 132.21 acres. The Comprehensive Plan Future Land Use designation for all of the parcels is Medium Density Residential (MDR).

These amendments are memorialized in the proposed Ordinance 2024-012 and the Amended and Restated Watermark PUD Development Agreement. The following standards apply to the amended Agreement:

1. 225 dwelling units with lot sizes at 80' x 120' (9,600 square feet) and 70' x 120' (8,400 square feet) were previously approved and remain in effect, as they were approved prior to the August 12, 2024, Comprehensive Plan amendment that now requires a minimum lot size of 10,890 square feet in the MDR Future Land Use designation.
2. There are additional 65 dwelling units proposed which must be at least one-quarter acre (10,980 square feet) in size. The location of the one-quarter acre lots may be distributed throughout the entire development site, which the application proposes in the attached Conceptual Plan. Additionally, the amended agreement proposes that for these lots, the dwelling size will not be restricted. The 3500 square-foot maximum dwelling size would only apply to the 80' x 120' and 70' x 120' lots.
3. There will be a total of 290 dwelling units. The density of the project is approximately 2.19 dwelling units per acre. The maximum allowed in the MDR Future Land Use category is up to 3 dwelling units per acre, which would allow up to 396 dwelling units.



**Recommendation:** Approve the proposed Ordinance 2024-012 and the companion Amended and Restated Watermark PUD Development Agreement.

The proposed amendments are consistent with the intent of the original Watermark PUD, Land Development Code, and the Comprehensive Plan.

**Motion Examples:**

1. Recommend Town Council adopt Ordinance 2024-012.
2. Recommend Town Council deny Ordinance 2024-012 based on the following reasons due to inconsistency with the Comprehensive Plan and/or Land Development Code. [Provide specific reasons for recommendation of denial.]
3. Continue action on Ordinance 2024-012. [Provide specific reasons for continuance and identify additional items needed for consideration.]





This instrument prepared by  
and should be returned to:

Thomas J. Wilkes  
GrayRobinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD  
DEVELOPMENT AGREEMENT**

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This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Agreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

**RECITALS**

A. The Developer owns approximately 132.59 acres of property, more particularly described in **Attachment A** to this Agreement (the “Property”).

B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Agreement shall replace all prior agreements entered into between the parties regarding the Project.

E. On August 12, 2024, the Town adopted an amendment to the Town’s Comprehensive Plan providing for, amongst other things, a reduction in the maximum density (to 3 DU/acre) for properties designated Medium Density Residential and a minimum lot size of 10,890 SF (¼ acre) for all new residential development within the Town.

F. The Town acknowledges and agrees that the Project’s density of 2.3 DU/acre meets the reduced allowable density under the Comprehensive Plan. Moreover, the Town acknowledges and agrees that a portion of the Project was previously approved for rezoning to PUD and included a maximum of 225 single-family dwelling units, which are vested from the minimum lot size requirement within the Town’s Comprehensive Plan and may be developed with the lot sizes previously approved. Whereas, any additional units beyond the original 225 units included within the Project must meet the ¼ acre (10,890 SF) lot size. The location of the lots, regardless of the

size, will not be specific to the additional acreage within the Property and may be distributed throughout the Project.

G. The Town and Owner enter into this Agreement to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

***NOW, THEREFORE, the Town and the Owner agree as follows:***

**Section 1: Land development and uses.** Development and use of the Property is subject to the following conditions, requirements, restrictions, and terms:

(a) **General.** Development of the Project and use of the Property shall be governed by this Agreement, the Town’s Comprehensive Plan, the Town’s Land Development Code (“LDC”) and Code of Ordinances (“Town Code”), and all other applicable state laws and regulations and Town ordinances and rules. Where in conflict, the terms of this Agreement shall supersede and prevail over the LDC and Town Code, but only to the extent of the conflict.

In the Conceptual Land Use Plan for the Project the term “conceptual” means the location of land uses on the site, including areas for residential development, open space, stormwater management, parks, and roads in relation to the site area and other uses on the site. Subsequent plan development may refine the details based on detailed engineering design. “Conceptual” does not mean or contemplate the modification of proposed housing types or the relocation of land uses and roads other than minor adjustments dictated by engineering needs and best practices.

Unless otherwise noted, the definition of terms in this Agreement shall be the same as the definitions set forth in the LDC.

(b) **Phasing.** The project will be developed in three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this Agreement, which may be approved by Town Council with no formal amendment to this Agreement required.

(c) **Purpose.** The purpose of the Watermark PUD is to:

1. Create an attractive and high-quality single-family housing development compatible with the scale and character of existing residential development and land uses in the Town;
2. Develop a residential area that is safe, comfortable and attractive for and to pedestrians;
3. Create a community with direct visual and physical access to open land, with a strong community identity, and with amenities in the form of community open space;
4. Provide a network of open space for future homeowners; and
5. Provide a variety of lot sizes and housing choices for diverse age and income groups and residential preferences.

(d) **Land uses.** The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately 43.95 acres of open space.

(e) **Development standards.**

**Setbacks**

The following setbacks shall be applied:

Front: 25 feet  
Rear: 25 feet  
Side: 10 feet

Wetland: 25 feet  
Corner: 12.5 feet  
Pool / Accessory 10 feet

**Lot Size**

A range of lot sizes may be provided in order to create variety and offer opportunity for different income households. The Project may consist of up to 290 total lots made up of the following unit mix:

- 70' x 120' lots – up to 112; and
- 80' x 120' lots – up to 113; and
- 80' wide with a minimum lot size of ¼ acre (10,890 SF) – a minimum of 65 lots, but may be up to and include all 290 lots.

Of the lots smaller than ¼ acre, no fewer than 50% must be 80' x 120'.

**Dwelling Size**

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

**Lot Width**

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

**Lot Coverage**

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

**Height of Structures**

No residential structure may exceed 35 feet in height.

### **Building Design**

Building design shall be in accordance with the Architectural Requirements of the Town's LDC and will comply specifically with the design requirements of LDC Sections 4.06.02 and 4.06.03.

The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one base color and a complementary wall material may be used to meet the second color requirement.
- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

**(f) Wetlands Buffer Requirement.** No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

**(g) Potable water, wastewater, and reclaimed water.** For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town's potable water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

Except as may be set forth otherwise in this Agreement, the Owner must install all on-site potable-water, wastewater, and reclaimed-water infrastructure and connect to the Town's water and wastewater systems, and to the Town's reclaimed-water system when available at the Property boundary, all at no cost to the Town. The Owner must pay potable-water, wastewater, and reclaimed-water capital and connection charges, impact fees, and other Town rates, fees, and charges, either applicable currently or in the future.

1. *Potable Water.* The Town will provide potable water, and may in the future provide reclaimed water, to the Project in accordance with its applicable ordinances, resolutions, operating regulations, policies and procedures. The Town will provide potable water to the Property in sufficient quantities for development of the Project as contemplated herein, subject to the limitations and requirements of permits issued to the Town from time to time by the St. John’s River Water Management District in connection with water consumption.

The Owner shall construct, at no expense to the Town, all off-site potable-water-system facilities, lines, pumps, valves, control structures, and appurtenances (other than water-treatment plants) necessary to serve the Project. The construction and route of off-site lines and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

2. *Wastewater.* It is intended that the Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District (“CDD”). The CDD provides “wholesale” wastewater service, that is, treatment and disposal of wastewater, for developments in the Town like the Project. The Town and the CDD are renegotiating an amended and restated agreement for the CDD to provide that “wholesale” service (the “Anticipated Wholesale Agreement”). The Owner is in the process of obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD’s treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

The Owner shall construct, at no expense to the Town, all off-site wastewater-system facilities, lines, lift stations, pumps, valves, control structures, and appurtenances (other than wastewater-treatment plants and disposal facilities) necessary to serve the Project. The construction and route of off-site lines, lift stations, pumps, and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner’s contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town’s water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owner in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

4. *Permit-Induced Costs, Restrictions, Requirements, and Risks.* Under state and federal laws and regulations, the Town may provide its potable-water and wastewater services to the Property and the Owner and its successors only if the Town first has been issued certain

required permits. The Owner acknowledges that the permits are inevitably conditioned with requirements and restrictions that typically impose costs and risks. The Owner further acknowledges that, for the Town to operate its potable-water and wastewater systems in an orderly, dependable, and cost-effective manner, the Town must have the ability legally to spread the costs and risks among customers and property owners benefiting from the services. The Owner acknowledges, therefore, that (i) from time to time the Town may impose rates, fees, and charges and may issue potable-water system and wastewater-system regulations and policies that impose restrictions and requirements on its customers and benefiting property owners, such as the Owner and its successors, and (ii) so long as the Owner or successors are required to pay only their fair share for such rates, fees, and charges, then the imposition of such rates, fees, and charges and the issuance of such system regulations are not prohibited by or otherwise a breach of this Agreement.

5. *Reclaimed Water.* The Owner must install reclaimed water lines as required by the Town’s Code of Ordinances, and shall obtain reclaimed-water service for the Project when the Town constructs reclaimed-water lines to the Project’s boundaries. Until such time as the Town supplies reclaimed water, the Owner and its successors shall use the reclaimed water lines to irrigate properties within the Project boundaries, but only with stormwater from on-site stormwater-retention ponds or with sources other than potable water as may be approved by the Town. Except for installation of reclaimed lines at the time of development as noted above, connection to reclaimed water after the development of the Project may not result in additional costs to the Owner or developer.

(h) **Solid Waste.** Solid Waste collection shall be pursuant to Town regulations.

(i) **Drainage.** The maintenance, repair, and replacement of the drainage system shall be the responsibility of the homeowners association(s).

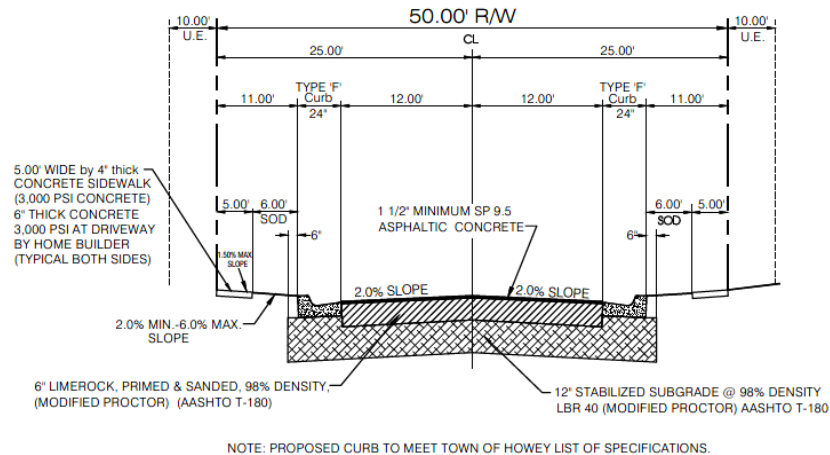
(j) **Transportation**

**Street and Sidewalks**

There must be two ingress and egress points to Revels Road, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

The roadway cross section for the internal roadways is shown below.



**TYPICAL ROAD SECTION**  
N.T.S.

The Project must have a connected street system that serves vehicles, pedestrians and bicycles and that connects to recreation facilities and adjacent residential/community areas. All streets must be public, dedicated to and maintained by the Town. No streets in the Project may be gated or otherwise restricted or obstructed by the Owner, by a homeowners' or property owners' association, or by any other person or entity.

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of twelve feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street, including along both lots and common areas. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

**Transportation Concurrency and Proportionate Fair Share Mitigation**

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study's analysis of project traffic contributing to the needed improvements.

By way of example and not limitation, transportation improvements in the vicinity of the Project may include realignment of East Revels Road or a roundabout at the intersection of SR-19 and East Revels Road. Such improvements are subject to design, permitting and engineering by the Town, approval by the Town, County or FDOT, as may be applicable and funding for construction of such improvements. The Owner will be responsible for its proportionate fair share of these improvements, consistent with the Town's Comprehensive



Plan and Florida law. Payment of the Owner’s fair share must be made in pro-rata amounts upon the issuance of each building permit.

**Right of Way Vacation**

The Property contains an old right of way, which must be vacated to develop the Project. The right of way vacation may occur at the time of the final plat for the applicable phase of the Project.

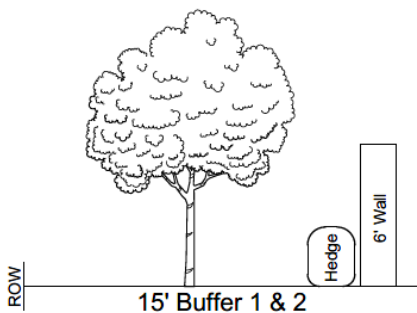
(k) **Schools.** The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

(l) **Landscaping Requirements.** All landscaping and buffer requirements shall be in accordance with the LDC and as illustrated on the Conceptual Land Use Plan with the exception of the following:

1. All buffer, street, and canopy trees planted at the Project will be a minimum of a 2” caliper;
2. At least one canopy tree of at least 3” DBH must be planted on each single-family lot; and
3. The equivalent of 30% of total tree-inches removed must be replaced.

All trees planted at the Project shall adhere to the current guidelines established by the Florida Grades and Standards for nursery-grown trees and must be Florida grade #1 or better.

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

(m) **Tree Protection.** Under no circumstances may any tree, regardless of size or species, be removed from any designated wetland or conservation easement. Trees proposed to be maintained on site must comply with LDC requirements. No construction activity, equipment or material is permitted inside a tree protection barrier.

Citrus trees are excluded from Town tree-protection requirements.

(n) **Lighting.** Decorative street lighting (Sanibel fixture, a Duke Energy standard fixture) must be installed (i) at every intersection, (ii) at the end of each cul-de-sac, and (iii) at intervals of 300 feet or as approved otherwise by the Town Manager. Street lighting must be installed by the Owner. All lighting must be directional, shielded lighting designed to minimize light pollution. All lighting must be maintained by the HOA.

(o) **Utilities.** All utilities must be underground.

(p) **Signage.** Entrance signs and informational signage may be located in buffers, setbacks/and or signage easements as approved by the Planning and Zoning Board. The Owner shall present a sign plan for review and approval by the Planning and Zoning Board with the final site plan. The Town Council has approved use by the Owner and/or homebuilder(s) of vertical marketing flags, also known as feather banners, with the following stipulations:

1. Feather banners must be placed no less than 200 feet apart.
2. A maximum of 10 feather banners, in total.
3. Feather banners cannot be placed within the right of way.
4. Feather banners cannot be located offsite of PUD property.
5. Feather banners cannot exceed 12 feet in height.
6. Feather banners must be replaced or removed if they become faded, torn, or tattered.
7. Feather banners must be removed when 90% of the homes in the development have received building permit approval.

Billboards and pole signs are prohibited. Unless defined differently in the LDC, a pole sign is a permanent sign supported by at least one upright pole, pylon, or post secured to the ground, with the bottom of the sign face four feet or higher above the finished grade. All additional signage not previously approved must be in compliance with the requirements in the LDC.

(q) **Maintenance of Common Areas.** Maintenance of all common areas within the Project is the responsibility of the homeowners' association(s) for the affected subdivision.

(r) **Prohibited Uses.** No manufactured or modular homes are allowed.

**Section 2. Amendments.** A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this Agreement may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

**Section 3: Notices.** All notices or payments required to be made hereunder shall be made at the following addresses:

To Town: Sean O’Keefe, Town Manager  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[sokeefe@howey.org](mailto:sokeefe@howey.org)

With copies to: John Brock, CMC, Town Clerk  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[jbrock@howey.org](mailto:jbrock@howey.org)

Thomas J. Wilkes, Town Attorney  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
[twilkes@gray-robinson.com](mailto:twilkes@gray-robinson.com)

To Owner: Craig C. Harris, Manager  
Revels Road Investors, LLC  
210 Hangar Road  
Kissimmee, FL 34741  
[charris@jtdlandco.com](mailto:charris@jtdlandco.com)

With copies to: Chris Gardner, Manager  
CKG Development and Realty, LLC  
1482 Granville Drive  
Winter Park, FL 32789  
[chris@condevfl.com](mailto:chris@condevfl.com)

Carolyn Haslam  
Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
[carolyn.haslam@akerman.com](mailto:carolyn.haslam@akerman.com)

**Section 4: Severability.** If any provision or portion of this Agreement is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Agreement shall remain in full force and effect. To that end, this Agreement is declared to be severable.

**Section 5: Binding Effect.** This Agreement runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this Agreement. For that purpose, a “Lot Owner” means an end-user of a lot created within the Property with a completed residential unit constructed thereon, for which a certificate of occupancy has

been issued. Each party covenants to each other party that this Agreement is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

**Section 6: Negotiated Agreement.** The land uses, densities, intensities, and other conditions of approval of the Project have been negotiated and agreed to by the Owner and the Town. The Conceptual Land Use Plan and this Agreement together constitute an agreement between the parties with the knowledge that the Owner’s successors in title, the future homeowners, and other landowners within the Property, as well as the Town and its affected property owners and residents, all will rely justifiably on the agreed-to land uses, densities, and intensities authorized hereby for the Property. For that reason, the Owner and the Owner’s successors in interest have the contract right to develop the PUD with the uses, densities, and intensities approved by the Town, subject to the restrictions and requirements in the conditions of approval set forth in this Agreement. Neither the Owner (and its successors in interest) nor the Town shall have the right in the future to rezone or downzone the property, or otherwise alter the uses, densities and intensities, or delete, waive or amend any conditions of approval except through an amendment to the Plan negotiated and approved by the Town Council and the owner of the then-subject parcel. This section shall survive the termination and expiration of this Agreement.

**Section 7. Homeowners’ Association(s).**

(a) **Association Responsibilities.** A homeowner’s association and/or a property owner’s association (“HOA”) must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

(b) **Requirement for Plat Recording.** Before a plat may be recorded for the Property and the Project, the Owner shall furnish to the Town copies of the pertinent documents for the homeowners’ or property owners’ association or associations, plus the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 7 and other applicable parts of this Agreement.

**Section 8. Additional Requirements.**

a. **Letter of credit.** Construction and dedication to the Town of the public facilities and improvements required under this Agreement will be a condition precedent to final plat approval. In lieu of construction and dedication, however, the Owner may post a letter of credit or performance bond with the Town for 125% of the cost of such improvements not completed at the time of plat, in which event this condition precedent to final plat approval will be deemed satisfied.

b. **Conveyances to the Town.** Property dedicated or otherwise conveyed to the Town under this Agreement must be free and clear of encumbrances unless and to the extent an encumbrance is acceptable to the Town. Encumbrances discovered after the Effective Date of this Agreement must be removed or resolved by the Owner or its successor developer prior to dedication or conveyance of the affected property to the Town.

c. **Changes in status of land.** Until completion of the Project, the Owner or its successor developer of the Project has a continuing duty (i) to disclose promptly to the Town all changes in ownership, encumbrances, and other matters of record affecting the Property and (ii) to resolve all issues, title or otherwise, that may be identified by the Town as a result of such changes. Failure to disclose such changes or to resolve resulting issues may result in delay in issuance of development permits.

d. **Developer representations binding.** If at Town Council hearings on the approval of the Project the Owner makes a written or oral promise or representation, and if the promise or representation was relied upon by Town Council in approving the Project or otherwise acted to induce or materially influence Town Council in its vote to approve the Project, the promise or representation is a condition of approval of the Project. The promise or representation is binding on the Owner and its successors and enforceable by the Town against the Owner and its successors as if set forth fully in this Agreement.

**Section 9. Governing Law.** This Agreement shall be governed by the laws of the State of Florida. Venue for any judicial proceeding pertaining to the Agreement shall be in the Fifth Judicial Circuit of Florida, in Lake County, Florida.

**Section 10. Effective Date; Termination.**

(a) **Effective Date.** This Agreement shall take effect upon the Effective Date above, or on the date when it has been executed by both the Town Council and the Owner, whichever is later.

(b) **Termination.** This Agreement shall remain in effect unless and until terminated under one of the following conditions:

1. If as of the **second** anniversary of the Town’s entering into the Anticipated Wholesale Agreement an Owner’s contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the execution and recording of the Anticipated Wholesale Agreement.
2. If as of the **third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this Agreement by vote of its Town Council. The vote must occur no later than (i) the **fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The “CDD Contract Date” is the date on which the Owner’s contract right to treatment and disposal services by the CDD takes effect.
3. If as of the **sixth** anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this Agreement by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the **seventh** anniversary of the CDD Contract Date or (ii) the date a building permit is issued

for a residential unit in the second phase, whichever occurs first. Termination of the Agreement for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.

4. If as of the **eighth** anniversary of the CDD Contract Date no building permit for a residential unit in the third phase of the Project has been issued, the Town may terminate this Amendment by vote of its Town Council, but only as it applies to development of the third phase. The vote must occur no later than (i) the **ninth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the third phase, whichever occurs first. Termination of the Amendment for this reason will not act to preclude the Owner or its successor from completing the first or second phase of the Project.

Termination of this Agreement, in whole or in part, under this section shall be without prejudice to the Owner or its successor to apply for Town approvals to undertake or continue development of the Property in accordance with the circumstances and land-development regulations then existing in the Town.

**Section 11. Recording.** This Agreement shall be recorded by the Town, at the Owner’s expense, in the Public Records of Lake County, Florida, and shall constitute a covenant running with the land.

**Section 12. Authority.** This Agreement is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. This Agreement does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

**Section 13. Entire Agreement.** This Agreement constitutes the entire agreement of the parties with respect to the transactions contemplated herein. It supersedes all prior understandings or agreements between the parties relating to the Property and the Project. No amendment to the terms of this Agreement shall be effective unless in writing signed by all parties hereto. Amendments to this Agreement will take effect and will be binding against the Town only if approved by a vote of the Town Council.

**Section 14. Waiver.** The failure of a party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any party’s right to insist upon strict compliance with the terms hereof. However, any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement or the Town’s LDC will be valid and binding against the Town only if approved by a vote of the Town Council.

*[ Signature pages follow ]*

*IN WITNESS WHEREOF, the parties are signing this Agreement as of the Effective Date or, if later, the date by which both parties have fully executed this Agreement.*

**TOWN OF HOWEY-IN-THE HILLS,  
FLORIDA**

By: its Town Council

By: \_\_\_\_\_  
Hon. Graham Wells, Mayor

Attest:

By: \_\_\_\_\_  
John Brock, CMC, Town Clerk

Approved as to form and legality:  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Graham Wells, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

Witnesses:

**REVELS ROAD INVESTORS, LLC**

By: \_\_\_\_\_

Craig C. Harris  
As its Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_



**Attachment A  
To  
AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT**

---

**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL 3:**

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

**PARCEL 4:**

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION I, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY

LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 132.59

**Attachment B**  
**To**  
**WATERMARK PUD DEVELOPMENT AGREEMENT**

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**CONCEPTUAL LAND USE PLAN**

[ to be added ]

#47805050 v24

**ORDINANCE 2024-12**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN’S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.**

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA:**

**Section 1. Findings.** In enacting this ordinance, the Town Council of the Town of Howey-in-the-Hills, Florida makes the following findings and declarations:

(1) The land described in **Attachment A**, located generally to the south of the Watermark PUD located in the southeast quadrant of the intersection of State Road 19 and Revels Road (“**Property**”), is located within the town limits of the Town of Howey-in-the-Hills;

(2) Ordinance 2022-16 amended the Town’s Official Zoning Map to rezone the Watermark PUD, which contained 99.16 acres, from Medium Density Residential (MDR-1 and MDR-2) to Planned Unit Development.

(3) The Property, a 33.4-acre parcel to the south of the Watermark PUD, is being added to the Watermark PUD.

(4) The Town’s Comprehensive Plan designates the Property on the Town’s Future Land Use Map for medium density residential future land use, and current zoning of the Property is MDR-1 and MDR-2.

(5) The owner of the Property intends to use and develop the Property for single-family residential purposes.

(6) The Town Council finds that rezoning the Property from MDR-1 and MDR-2 to Planned Unit Development is consistent with both the Town’s Comprehensive

Plan and the Town’s Land Development Code (“LDC”) and will not adversely affect the public health, safety, and welfare of the Town.

**Section 2. Amendment to the Official Zoning Map.** The Town Council hereby amends the Ordinance 2022-16 and the Town’s Official Zoning Map to include and rezone the Property to Planned Unit Development so that it may be included within the Watermark PUD.

**Section 3. Use and Development of the Property.** Use and development of the Property under its Planned Unit Development zoning is subject to the conditions, requirements, restrictions, and other terms as set out in Ordinance 2022-16, to include the following:

- (1) This Ordinance 2024-12;
- (2) Ordinance 2022-16;
- (3) A development agreement, to be approved by Town Council and executed by the Mayor, setting forth the specific conditions, requirements, restrictions and other terms for the use and development of the Property;
- (4) The Town’s Land Development Code; and
- (5) The Town Code and all other Town ordinances governing the development of the Property.

**Section 4. Severability.** If any part of this ordinance is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, the remaining parts of this ordinance shall remain in full effect. To that end, this ordinance is declared to be severable.

**Section 5. Conflicts.** If this ordinance conflicts with other ordinances in regulation of the use and development of the Property, this ordinance shall control and supersede to the extent of the conflict.

**Section 6. Ratification of Ordinance 2022-16.** All provisions of Ordinance 2022-16 that are not specifically amended by this Ordinance 2024-12 are hereby ratified and remain in full force and effect.

**Section 7. Codification.** The amendment to the Official Zoning Map in Section 2 shall be codified and made part of the Town’s LDC and Official Zoning Map.

**Section 8. Effective Date.** This ordinance shall take effect upon the later of (i) its enactment by the Town Council or (ii) the date by which a development agreement for the Property has been approved by Town Council and taken effect.

*[ Signatures on the next page ]*

**ENACTED AND ORDAINED** this \_\_\_\_ day of \_\_\_\_\_, 2024, by the Town Council of the Town of Howey-in-the-Hills, Florida.

**TOWN OF HOWEY-IN-THE-HILLS,  
FLORIDA  
By: its Town Council**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

**ATTEST:**

**APPROVED AS TO FORM AND LEGALITY**  
(for use and reliance of the Town only)

\_\_\_\_\_  
John Brock  
Town Clerk

\_\_\_\_\_  
Thomas J. Wilkes  
Town Attorney

Planning and Zoning Meeting held \_\_\_\_\_, **2024**  
First Reading held \_\_\_\_\_, **2024**  
Second Reading and Adoption held \_\_\_\_\_, **2024**  
Advertised \_\_\_\_\_, **2024**, \_\_\_\_\_, **2024**  
and \_ \_\_\_\_\_, **2024**

**Attachment A  
to  
Ordinance 2024 - 12**

---

**LEGAL DESCRIPTION**

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Additional Acreage: 33.4





Carolyn R. Haslam

Akerman LLP  
420 South Orange Avenue  
Suite 1200  
Orlando, FL 32801-4904

D: 407 419 8584  
T: 407 423 4000  
F: 407 843 6610  
DirF: 407 254 4232  
Carolyn.Haslam@akerman.com

October 18, 2024

**VIA EMAIL**

John Brock  
Town Clerk for the Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**Re: Watermark PUD fka Simpson Property – Updated Conceptual Plan & Development Agreement (Response to Comments Dated October 8, 2024)**

Dear Mr. Brock,

Enclosed please find a revised Watermark PUD Development Agreement and conceptual plan addressing staff comments dated October 8, 2024. Additionally, below please find responses to the Town staff comments, in preparation for the upcoming Planning & Zoning meeting.

**Conceptual Plan Comments**

1. The conceptual plan identifies the 70 x 120 lot size as the minimum lot size for the project, there may be some confusion between the “minimum” lot and the table of lots by size that is included on the concept plan. It might be better to delete the minimum lot size note (leaving the description in the development agreement) and letting the table of lots by size carry the lot size proposal.

**Response: The conceptual plan has been updated to remove the minimum lot size notes and let the lot size specifications in the conceptual plan table and Developer's Agreement text speak to this issue.**

2. The concept plans calls out the maximum number of lots as 305 while 290 are proposed. Is it the intent to potentially add lots in the future depending on the detailed engineering design? Note that the absolute maximum number of potential housing units is 396 (132.21 net acres times three units per acre).

**Response: The conceptual plan has been updated to remove the maximum lot count and instead include a note based on density alone (396) and lists the proposed lot count (290), which takes into consideration the shape, size and topography of the site, together with the lot dimension requirements. We have removed the "minimum lot count" language from the plans and Developer's Agreement.**

3. The concept plan includes a label near the main entrance road calling out a 12-foot wide multi-use trail. The development agreement describes the trail as 10 feet wide, so these need to be coordinated. Twelve feet wide is preferred.

**Response: The revised conceptual plan and Developer's Agreement show the multi-use trail size corrected to 12 feet.**

4. The multi-use trail label noted above is not associated with a route on the graphic. A general alignment should be identified.

**Response: The conceptual plan has been revised to show the approximate location of the multi-use trail. The multi-use trail will meet or exceed the requirements of the Town Code and will be finalized during the preliminary subdivision plan process.**

5. The open space area in the south-central portion of Phase 3 offers an opportunity to create a more effective recreation opportunity for that phase. Red-Brown lot 27 and green lots 82 and 113 could be relocated to nearby open space sites to create a larger open space area directly connected to the adjacent street network. The revised open space can offer a neighborhood level recreation opportunity and provide another connection point to the walking trail network.

**Response: Noted. The conceptual plan has been revised to the extent possible to relocate lots to provide for larger and more interconnected open spaces within Phase 3, including a walking trail network. Open space and recreation will meet or exceed the requirements of the Town Code and will be finalized during the preliminary subdivision plan process.**

6. Labels for buffer areas 2, 7, 8 and 9 could not be located on the conceptual plan.

**Response: The conceptual plan has been revised to show labels for each buffer area, including 2, 7, 8 and 9.**

**Development Agreement**

On page 3 paragraph (d), the open space is noted as 40.20 acres. Should this be changed to 45+/- acres to conform to the area on the concept plan?

**Response: The Development Agreement, as well as conceptual plan, has been revised to reflect the updated open space area provided.**

Please let us know if you have any questions.

Sincerely,  
*Carolyn Haslam*  
Carolyn R. Haslam

# Town of Howey-in-the-Hills Business

## Impact Estimate

Proposed ordinance's title/reference: **ORDINANCE 2024-12**

**AN ORDINANCE OF THE TOWN OF HOWEY-IN-THE-HILLS, FLORIDA, PERTAINING TO LAND USE; PROVIDING FINDINGS OF THE TOWN COUNCIL; AMENDING ORDINANCE 2022-16 AND THE TOWN'S OFFICIAL ZONING MAP TO INCLUDE WITHIN THE PLANNED UNIT DEVELOPMENT (PUD) KNOWN AS WATERMARK PUD CERTAIN ADDITIONAL LANDS LOCATED TO THE SOUTH OF THE WATERMARK PUD, AS MORE PARTICULARLY DESCRIBED IN ATTACHMENT A TO THIS ORDINANCE; PROVIDING THAT THE CONDITIONS, REQUIREMENTS, RESTRICTIONS, AND OTHER TERMS IN ORDINANCE 2022-16 GOVERN THE USE AND DEVELOPMENT OF THE ADDITIONAL LANDS; PROVIDING FOR SEVERABILITY, CONFLICTS, CODIFICATION, RATIFICATION, AND AN EFFECTIVE DATE.**

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the Town is of the view that a business impact estimate is not required by state law<sup>1</sup> for the proposed ordinance, but the Town is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
  - a. A development order or development permit, as defined in s. 163.3164, F.S.; a development agreement as authorized by ss. 163.3220-163.3243, F.S.; or a

<sup>1</sup> See Section 166.041(4)(c), *Florida Statutes*.

- comprehensive plan amendment or land development regulation amendment initiated by an application by a private party other than the municipality;
- b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
- c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
- d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the Town hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):  
*The ordinance will include roughly 33.4 acre in the Watermark PUD, approved by Ordinance 2022-16, to be developed in accordance with the Watermark PUD Development Agreement.*

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Town, if any:  
 (a) An estimate of direct compliance costs that businesses may reasonably incur;  
 (b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and  
 (c) An estimate of the Town’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.  
  
*None.*

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:  
  
*None.*

4. Additional information the governing body deems useful (if any):  
  
*N/A*

October 6, 2024  
Watermark PD Rezoning  
Engineering Review Comments  
Page 1

The project will need to dedicate additional right-of-way at the SE corner of SR 19 & Revels Road to provide for the construction of a future roundabout at that intersection (concept plan attached). The detailed configuration of the dedication can be addressed during the Preliminary Subdivision Plan process.



Carolyn R. Haslam

Akerman LLP  
420 South Orange Avenue  
Suite 1200  
Orlando, FL 32801-4904

D: 407 419 8584  
T: 407 423 4000  
F: 407 843 6610  
DirF: 407 254 4232  
Carolyn.Haslam@akerman.com

June 25, 2024

**VIA FEDERAL EXPRESS OVERNIGHT**

Mr. John Brock  
Town Clerk for the Town of Howey-in-the-Hills  
101 N. Palm Avenue  
Howey-in-the-Hills, FL 34737

**Re: Watermark PD Rezoning Request  
(Simpson Property – Howey-in-the-Hills)**

Dear Mr. Brock,

On behalf of our client, Revels Road Investors, LLC, attached please find applications in order to amend the existing Watermark PD, in order to incorporate additional property. As part of the application package, enclosed please find the following documents:

- Pre-Application meeting form with agent affidavit
- General Land Development Application, Petition for Rezoning, and agent affidavit
- Amended PUD Developer's Agreement (Clean and Redline)
- Rezoning criteria supplemental questions narrative
- List of property owners within 300'
- Updated Survey (Signed and Sealed forthcoming)
- CD with:
  - Legal Description in word
  - Amended PUD Developer's Agreement
- Application fee of \$3,000

Your acknowledgement of this request is appreciated. If you would like any additional information, please do not hesitate to contact me.

Sincerely,

*Carolyn R. Haslam*

Carolyn R. Haslam

cc: Craig Harris, JTD (via email)  
Enclosures

004143

Item 2.

VENDOR NO.	VENDOR NAME	CHECK NUMBER
10099	TOWN OF HOWIE-IN-THE-HILLS	4143

Trans Record	Reference	Date	Description	Gross Amount	Discount	Retainage	Previous	Balance	Net Amount	
624 1	06.12.24	06/12/24	REVELS ROAD	3,000.00	0.00	0.00	0.00	0.00	3,000.00	
				<b>Vendor No.</b>	<b>Gross Amount</b>	<b>Discount</b>	<b>Retainage</b>	<b>Previous</b>	<b>Balance</b>	<b>Net Amount</b>
				10099	3,000.00	0.00	0.00	0.00	0.00	3,000.00

**JTD LAND COMPANY, LLC**

210 HANGAR ROAD  
KISSIMMEE, FL 34741  
(407) 870-0066

WINTER PARK NATIONAL BANK

63-1683/631

004143

DATE	CHECK NO.	AMOUNT
06/14/24	4143	\$3,000.00

\*\*\*Three thousand and xx / 100 Dollars\*\*\*

TOWN OF HOWIE-IN-THE-HILLS

VOID AFTER 90 DAYS

PAY TO THE ORDER OF



*[Signature]*  
AUTHORIZED SIGNATURE

Security features. Details on back

⑈004143⑈ ⑆063116834⑆ 11004082⑈



**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**  
**PRE-APPLICATION MEETING FORM**

You must set up a pre-application meeting **before** submitting your application. Please submit a completed form to the Town Clerk at Town Hall, 101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737.

The following background information is required to schedule a pre-application meeting. Staff will use this to research the project site in preparation for the meeting. Although this is the minimal amount of background material required, more information is welcome. Please attach additional sheets or plans as needed.

**APPLICANT**

**OWNER**

Name: Revels Road Investors, LLC, c/o Akerman LLP  
Address: 420 S. Orange Avenue, Suite 1200  
City/State/Zip: Orlando, FL 32801  
Phone: 407-419-8584 Fax: \_\_\_\_\_  
E-Mail Address: carolyn.haslam@akerman.com  
Contact Person: Carolyn Haslam

Name: Revels Road Investors, LLC  
Address: 210 Hangar Road  
City/State/Zip: Kissimmee, FL 34741  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_  
Contact Person: \_\_\_\_\_

**Application Type:** (Please check)

Site Plan Review  Subdivision  Rezoning  Comprehensive Plan Amendment  Other

**PROJECT INFORMATION**

Tax parcel number(s): 02-21-25-0001-000-00100; 00200  
Address of parcel: State Road 19; Spanish Oak Drive  
Size of parcel: +/- 33.60 acres Existing Use: Agricultural  
General Project Summary Rezoning property to PUD

STAFF USE ONLY

Planner's Comments/Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notifications Discussed

Date Submitted: \_\_\_\_\_ Taken By: \_\_\_\_\_ Time: \_\_\_\_\_ a.m./p.m.





# Authorized Agent Affidavit

STATE OF FLORIDA  
COUNTY OF LAKE


Before me, the undersigned authority, this day personally appeared Revels Road Investors, LLC, hereinafter "Owner", and Akerman LLP, c/o Carolyn Haslam, hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

FURTHER Affiant(s) sayeth not.

  
 Craig C. Harris, Manager  
 Revels Road Investors, LLC

Sworn to and subscribed before me this  
17 day of June, 2024

  
 Dawn M. Volkema  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: 8-4-2027



Owner  
 DAWN M. VOLKEMA  
 Notary Public  
 State of Florida  
 Comm# HH390651  
 Expires 8/4/2027

Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Owner

Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Owner

Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Owner



**TOWN OF HOWEY-IN-THE-HILLS, FLORIDA**  
**GENERAL LAND DEVELOPMENT APPLICATION**

101 N. Palm Avenue, Howey-in-the-Hills, Florida 34737  
Phone: (352) 324-2290 • Fax: (352) 324-2126

Date Received:                      Application ID:                      Received By:

**REQUESTED ACTION**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Comp Plan Amendment        | <input type="checkbox"/> Variance            | <input type="checkbox"/> Site Plan (check one below)   |
| <input checked="" type="checkbox"/> PUD             | <input checked="" type="checkbox"/> Rezoning | <input type="checkbox"/> Preliminary                   |
| <input type="checkbox"/> Conditional Use            | <input type="checkbox"/> Subdivision Minor   | <input type="checkbox"/> Final                         |
| <input type="checkbox"/> Land Development Code Text | <input type="checkbox"/> Other               | <input type="checkbox"/> Subdivision (check one below) |
|   |  | <input type="checkbox"/> Preliminary Subdivision       |
|   |  | <input type="checkbox"/> Final Subdivision             |
|   |  | <input type="checkbox"/> Final Plat                    |

Describe Request: Rezoning property from MDR-1 to PUD on parcels # 02-21-25-0001-000-00100 and 00200 and amendment of PUD on parcels # 02-21-25-0001-000-03700 and 35-20-25-0150-000-01200 to incorporate additional parcels (02-21-25-0001-000-00100 and 00200)

**APPLICANT INFORMATION:**

Revels Road Investors, LLC c/o  
Name: Akerman LLP, c/o Carolyn Haslam                      E-Mail: carolyn.haslam@akerman.com  
Address: 420 S. Orange Avenue, Suite 1200  
Orlando, FL 32801                      Phone: 407-419-8584 Fax:

Owner                       Agent for Owner                       Attorney for Owner

**OWNER INFORMATION:**

Owner 1  
Name: Revels Road Investors, LLC  
Address: 210 Hangar Road  
Kissimmee, FL 34741

**PROPERTY INFORMATION:**

Address: State Road 19; Spanish Oak Drive

General Location: South of E. Revels Road, east of State Road 19

Current Zoning: MDR-1 and PUD

Current Land Use: Medium Density Residential

Parcel Size: +/- 118.76 acres

Tax Parcel #: 02-21-25-0001-000-00100; 00200; 03700;  
35-20-25-0150-000-01200

Legal Description Attached  Yes  No

Survey Attached  Yes  No

Pre-Application Meeting Date: TBD

*(Attach Pre-Application Form)*

Application Fee: \$3,000.00 (Review deposit plus fee)

Applicant's Signature: \_\_\_\_\_ *[Signature]* 6/26/24  
*(Signature)* *(Date)*

\_\_\_\_\_ Akerman LLP, c/o Carolyn Haslam  
*(Print)*

Owner's Signature: \_\_\_\_\_ *[Signature]* 06/12/24  
*(Provide letter of Authorization)* *(Signature)* *(Date)*

\_\_\_\_\_ Craig C. Harris, Manager, Revels Road Investors, LLC  
*(Print)*

---

**Applications must be complete to initiate the review process.**



## TOWN OF HOWEY-IN-THE-HILLS, FLORIDA

### PETITION FOR REZONING CHECKLIST AND REQUIREMENTS

#### **VARIANCE APPLICATION CHECKLIST**

- General Land Development Application
- Application Fee and Estimated Deposit
- Description of Requested Zoning Amendment
- List of property owners within 300 feet
- One signed and sealed survey of the property (no more than 2 years old).
- Legal Description
- Notarized Authorization of Owner (if applicant is other than owner or attorney for owner).

#### **PUBLIC NOTIFICATION (Sec. 4.13.03)**

The applicant shall provide written notice to property owners within 300 feet regarding his intention to seek a rezoning. Notice shall be sent by certified mail no later than ten (10) days prior to the scheduled meeting and shall include the date, time and place of the public hearing and a description of the proposed rezoning. A notice letter will be provided to the applicant by the Town.

In addition to written notice Town staff shall also post a notice on the subject property ten days prior to the public hearing and publish a notice of the hearing in a newspaper of general circulation at least ten (10) days prior to the public hearing.

#### **REZONING HEARING PROCESS**

The Planning and Zoning Board shall review the application for rezoning at its next available meeting following receipt of a completed application. The Planning and Zoning Board shall make a recommendation to the Town Council as to whether to approve, approve with changes or deny the rezoning. Upon receipt of the recommendation from the Planning and Zoning Board, the Town Council shall schedule a public hearing on the rezoning application and shall approve, approve with changes or deny the rezoning.

### REZONING REQUEST

The applicant is seeking a rezoning of the property described in the attached legal description.

Proposed Zoning: Planned Unit Development (PUD)  
Requested Zoning: Planned Unit Development (PUD)  
Zoning on Adjacent Parcels: North: Town MDR  
East: County A  
South: County AR  
West: Town VMU

Parcel Size: +/- 118.76 acres

### REZONING REQUIREMENTS

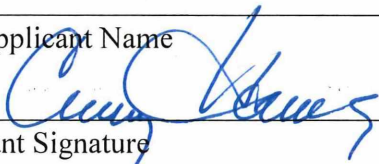
The following items must be completed in sufficient detail to allow the Town to determine if the application complies with the criteria for approving a rezoning. Attach any supplemental information that can assist in understanding the rezoning request.

*Please see the attached criteria for questions 1-7*

1. Is the rezoning request consistent with the Town's comprehensive plan?
2. Describe any changes in circumstances of conditions affecting the property and the surrounding area that support a change in the current zoning.
3. Will the proposed rezoning have any negative effects on adjacent properties?
4. Will the proposed rezoning have any impacts upon natural resources?
5. Will the proposed rezoning have any impacts upon adjacent properties?
6. Will the rezoning create any impacts on services including schools, transportation, utilities, stormwater management and solid waste disposal?
7. Are there any mistakes in the assignment of the current zoning classification?

Craig C. Harris, Manager, Revels Road Investors, LLC

Print Applicant Name



Applicant Signature

06/12/24

Date



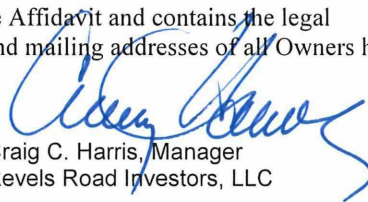
# Authorized Agent Affidavit

STATE OF FLORIDA  
COUNTY OF LAKE

Before me, the undersigned authority, this day personally appeared Revels Road Investors, LLC, hereinafter "Owner", and Akerman LLP, c/o Carolyn Haslam, hereinafter "Applicant", who, being by me first duly sworn, upon oath, depose and says:

1. The Applicant is the duly authorized representative of the Owner, on the real property as described and listed on the pages attached to this affidavit and made a part of hereof.
2. That all Owners have given their full and complete permission for the Applicant to act in their behalf as set out in the accompanying application.
3. That the attached ownership list is made a part of the Affidavit and contains the legal description(s) for the real property, and the names and mailing addresses of all Owners having an interest in said land.

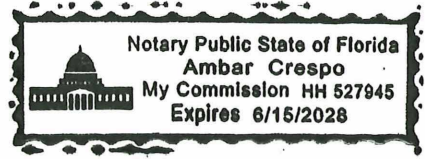
FURTHER Affiant(s) sayeth not.

  
 Craig C. Harris, Manager  
 Revels Road Investors, LLC

Sworn to and subscribed before me this  
12 day of June, 2024

Ambar Crespo  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: 06/15/2028

Owner



Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

Owner

Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

Owner

Sworn to and subscribed before me this  
\_\_\_ day of \_\_\_\_\_, 2024

\_\_\_\_\_  
 Notary Public  
 State of Florida at Large  
 My Commission Expires: \_\_\_\_\_

Owner

## PETITION FOR REZONING CHECKLIST AND REQUIREMENTS

### Rezoning Criteria

#### **1. Is the rezoning request consistent with the Town’s comprehensive plan?**

This application for a rezoning of 33.401 acres of land currently zoned MDR-1 to Planned Unit Development (“PUD”) and an additional 80 dwelling units incorporated into the existing Watermark PUD. The application is submitted in accordance with Policy 1.2.9 of the Town’s Comprehensive Plan and Section 2.02.13 of the Town’s Land Development Code. The reason for the rezoning request is to meet market conditions and to provide housing needed in the area. According to the future land use designation of Medium Density Residential (“MDR”) applicable to the existing Watermark PUD and the additional property, up to 4 dwelling units per acre are permitted. The overall project proposes up to 305 single family detached units over +/-132.59 acres, which results in a density of 2.30 dwelling units per acre. Therefore, the rezoning and proposed development are consistent with the land use and density requirements under the Town’s Comprehensive Plan.

#### **2. Describe any changes in circumstances of conditions affecting the property and the surrounding area that support a change in the current zoning.**

According to the Bureau of Economic and Business Research (BEBR), 2023 Florida Estimates of Population, unincorporated Lake County had a 2023 population of 414,749, which was an increase of 30,793 residents, or 8% over a three year period from 2020-2023. This percentage earns Lake County a #13 ranking in BEBR’s Florida Counties by Percent Change in Population. The 2023 data for Howey-in-the-Hills specifically shows a population of 1,790, which was an increase of 147 residents over a three year period from 2020-2023. The population growth BEBR documents for Lake County and the Town has increased demand for housing to accommodate this growth. Although the Town has significant entitlements for residential development outstanding, a strong demand for housing remains.

Both the additional 80 dwelling units and the 305 single-family units proposed within the overall development subject to this rezoning request are consistent and compatible with existing single family development in the area, as previously approved by the Town, and is of similar character and development pattern in accordance with orderly and compact growth desired in the Comprehensive Plan per Policy 1.10.1.

In addition, the increased size of this development makes the project more financially viable and attractive to homebuilders and will result in a quality development.

### **3. Will the proposed rezoning have any negative effects on adjacent properties?**

The proposed rezoning will not adversely effect the adjacent or surrounding properties as the proposed use of the site will be for residential housing, consistent with what is constructed in the area. The property surrounding the proposed development contains both large lot development and subdivision style development, such as the Venezia South subdivision to the north of the site off of S. Palm Avenue, which has 0.20 acre lots on average. Watermark is proposing 70' and 80' wide lots which is consistent with the Venezia South development previously approved by the Town.

In addition to the product type and lot size proposed by Watermark, the PUD Development Agreement outlines the phasing, design, and development standards, such as the lot sizes and setbacks, and regulations for buffering and landscaping. These standards put together as an approved and recorded development agreement will ensure there are no negative impacts to adjacent properties.

### **4. Will the proposed rezoning have any impacts upon natural resources?**

The proposed rezoning will not have any negative impact on natural resources. Although the parcel obtaining the rezoning does contain a small amount of wetlands, the development does not propose impacting the wetland. The project will meet all requirements for buffering development from wetland jurisdictional lines. In addition, site development will follow all applicable local, state, and federal environmental standards, including related to protected and endangered species.

### **5. Will the proposed rezoning have any impacts upon adjacent properties?**

The proposed rezoning will not adversely impact the adjacent or surrounding properties as the proposed use of the site will be for residential housing, consistent with what is constructed in the area. The property surrounding the proposed development contains both large lot development and subdivision style development, such as the Venezia South subdivision to the north of the site off of S. Palm Avenue, which has 0.20 acre lots on average. Watermark is proposing 70' and 80' wide lots which is consistent with the Venezia South development previously approved by the Town.

In addition to the product type and lot size proposed by Watermark, the PUD Development Agreement outlines the phasing, design, and development standards, such as the lot sizes and setbacks, and regulations for buffering and landscaping. These standards put together as an approved and recorded development agreement will ensure there are no negative impacts to adjacent properties.



**6. Will the rezoning create any impacts on services including schools, transportation, utilities, stormwater management and solid waste disposal?**

The rezoning will not adversely impact public services. The application will be reviewed by the Town, County, and School Board for analysis of capacity impacts from the proposed development on public services. Additionally, once the project is in the subdivision review process, the project will once again be reviewed for concurrency impacts from the proposed development on public services. At that time, if there are any transportation related deficiencies, for example, a proportionate fare share mitigation payment could be required with pro-rata payments required prior to building permit issuance. Should there be any school concurrency deficiencies, a similar process will be required with mitigation payment required to offset any issues.

**7. Are there any mistakes in the assignment of the current zoning classification?**

To our knowledge there are no mistakes in the current zoning classification. However, as demonstrated in the response to questions 1-6 above, as the needs of the community and market conditions change, the zoning needs change as well.

<u>AltKey</u>	<u>OwnerName</u>	<u>OwnerAddress</u>	<u>OwnerCity</u>	<u>OwnerState</u>	<u>OwnerZip</u>	<u>PropertyAddress</u>
3835991	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	REVELS RD
1098149	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	S PALM AVE
3847577	ASF TAP FL I LLC	3565 PIEDMONT RD NE BLDG ONE # 200	ATLANTA	GA	30305	S PALM AVE
3774175	AVERY RUTLEDGE J & THOMASENA O	10918 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10918 E REVELS RD
3891540	BLANDFORD JOCELYN A ND JEREMY J CHAMBERS	603 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	603 NAPOLI WAY
1255317	BREDER FERNANDO	510 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3926	510 E REVELS RD
3777392	BUTTELMAN IRIS Y ET AL	23608 STATE ROAD 19	HOWEY IN THE HILLS	FL	34737	23608 STATE ROAD 19
3891541	CARLSON COURTNEY N & CHRISTOPHER W	601 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	601 NAPOLI WAY
1257921	CARROLL ALEXANDER & SHARI	10720 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3905	10720 E REVELS RD
1257891	CATTARIN MATTHEW F AND WEIR MARGAUX C	11013 SIPE LN	HOWEY IN THE HILLS	FL	34737	11013 SIPE LN
3794037	CHANNELL CHARLES E & LAURA M	10738 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10738 E REVELS RD
3891539	CLINTON GEORGES & JACQUELINE E	605 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	605 NAPOLI WAY
3816765	COMTOIS KEITH G AND ALEXIS R COMTOIS	952 W MONTROSE ST	CLERMONT	FL	34711	7TH AVE
3835990	CONTOURS PROPERTY INVESTMENT GROUP LLC	PO BOX 145	ASTATULA	FL	34705-0145	1383 REVELS RD
3441621	COUTURE MARC R & SHARON J	412 E REVELS RD	HOWEY IN THE HILLS	FL	34737	412 E REVELS RD
3778198	DA SILVA LUIZ A	4880 36TH AVE SE	NAPLES	FL	34117	23526 STATE ROAD 19

1255236	DAVIS CHARLES C & HEATHER M	12043 VALLEY RD	CLERMONT	FL	34715	BELLISSIMO PL
1257778	DURHAM CHRISTOPHER & SUSAN M	23809 SUNSET DR	HOWEY IN THE HILLS	FL	34737	23809 SUNSET DR
3891542	ELDEMIRE COLIN	541 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	541 BELLISSIMO PL
3771630	ELIZABETH ANN WALLER REVOCABLE TRUST	21823 KING HENRY AVE	LEESBURG	FL	34748	SUNSET DR
1704171	ESCH JEFFREY S	103 BLACKSTONE CREEK RD	GROVELAND	FL	34736	STATE ROAD 19
3882753	EXOTIC DIFFUSION INC	25125 TURKEY LAKE RD	HOWEY IN THE HILLS	FL	34737	23630 STATE ROAD 19
3762622	GARCIA MARIO A	1512 E CENTRAL BLVD	ORLANDO	FL	32801	SPANISH OAK DR
3778913	GRIMALDO BUSTOS ISRAEL & IRENE C GRIMALDO	510 E SWANSON ST	GROVELAND	FL	34736	STATE ROAD 19
3446160	HAUSS MICHAEL T II ET AL	13425 DELAWARE AVE	ASTATULA	FL	34705	103 SIXTH AVE
3658931	HINCKLEY PATRICIA	103 FIFTH AVE	HOWEY IN THE HILLS	FL	34737	103 FIFTH AVE
1209854	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	SPANISH OAK DR
1209773	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	STATE ROAD 19
1209854	HOWEY GROVES LLC	PO BOX 1825	WINDERMERE	FL	34786-1825	SPANISH OAK DR
1209587	HOWEY IN THE HILLS LTD	10165 NW 19TH ST	MIAMI	FL	33172	10132 NUMBER TWO RD
3357698	JMJ SIGNATURE GLOBAL LLC	14629 SW 104TH ST STE 355	MIAMI	FL	33186	10802 E REVELS RD
3891538	JOSEPH WHITNEY M	604 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	604 NAPOLI WAY
1257760	LILLY PAUL J & MELISSA L	23733 SUNSET DR	HOWEY IN THE HILLS	FL	34737-4226	SUNSET DR
1794633	LINDSEY LINDA D	24115 SUNSET DR	HOWEY IN THE HILLS	FL	34737	24115 SUNSET DR
1257999	MACPHEE BENJAMIN A & LAURA R TRUSTEES	21801 COUNTY ROAD 455	CLERMONT	FL	34715	10960 E REVELS RD
3501993	MAHAIR RODNEY R & LETICIA	102 SIXTH AVE	HOWEY IN THE HILLS	FL	34737-3916	102 SIXTH AVE
1082498	MAPLETOFT BEVERLY C	10948 E REVELS RD	HOWEY IN THE HILLS	FL	34737	E REVELS RD

1257964	MAPLETOFT GEORGE W & BEVERLY C	10948 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10948 E REVELS RD
3891537	MAZZARO JAMES M & SUZANNE B	602 NAPOLI WAY	HOWEY IN THE HILLS	FL	34737	602 NAPOLI WAY
1255309	MOORE GLENDA M	506 E REVELS RD	HOWEY IN THE HILLS	FL	34737	506 E REVELS RD
1255309	MOORE GLENDA M	506 E REVELS RD	HOWEY IN THE HILLS	FL	34737	506 E REVELS RD
1258006	NILES BUDDY R S & DONNA W	5364 HOLLOW CT	ORLANDO	FL	32808	SUNSET DR
3891543	PARKER CARMELITA &	539 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	539 BELLISSIMO PL
1257972	PASCH CHARLES J JR	11040 E REVELS RD	HOWEY IN THE HILLS	FL	34737-3934	11040 E REVELS RD
1257751	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	SUNSET DR
1257930	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
2987448	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
1257981	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
1257913	REVELS ROAD INVESTORS LLC	210 HANGAR RD	KISSIMMEE	FL	34741	E REVELS RD
3913771	RIVERA DAVID & ANALIZ D	552 BELLISSIMO PL	HOWEY IN THE HILLS	FL	34737	552 BELLISSIMO PL
1257956	SCHAFFER CLARENCE JR & SHELLY M	10900 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10900 E REVELS RD
3441672	SOLIVAN ALEX & LAURA	414 E REVELS RD	HOWEY IN THE HILLS	FL	34737	414 E REVELS RD
1255244	ST JEAN JOHNNY	4851 NW 20TH ST	FORT LAUDERDALE	FL	33313	600 E REVELS RD
1257948	TENNYSON CHASE R & CHRISTINA M	10822 E REVELS RD	HOWEY IN THE HILLS	FL	34737	10822 E REVELS RD
3891723	TOWN OF HOWEY IN THE HILLS	PO BOX 128	HOWEY IN THE HILLS	FL	34737-0128	S PALM AVE
1257727	TOWN OF HOWEY IN THE HILLS	PO BOX 128	HOWEY IN THE HILLS	FL	34737-0128	E REVELS RD

1209862	TURAY FAMILY TRUST	31808 HALFWAY CT	SORRENTO	FL	32776	23637 STATE ROAD 19
3894318	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891727	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	BELLISSIMO PL
3894308	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891718	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	BELLISSIMO PL
3894311	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3891711	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3894316	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	E REVELS RD
3894313	VENEZIA SOUTH MASTER PROPERTY OWNERS ASSN INC	135 W CENTRAL BLVD STE 720	ORLANDO	FL	32801	FIFTH AVE
1780853	WILLIAMS GEORGE E & MELANIE D	23710 STATE ROAD 19	HOWEY IN THE HILLS	FL	34737	23710 STATE ROAD 19

This instrument prepared by  
and should be returned to:

Thomas J. Wilkes  
GrayRobinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD  
DEVELOPMENT AGREEMENT**

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This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Amendgreement”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024~~3~~ (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

***RECITALS***

A. The Developer owns approximately 99.19132.59 acres of property, more particularly described in Attachment A to this AgreementAmendment (the “Property”).

B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Amendment shall replace any prior agreements entered into between the parties regarding the Project.

E. The Town and Owner enter into this AgreementAmendment to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

***NOW, THEREFORE, the Town and the Owner agree as follows:***

**Section 1: Land development and uses.** Development and use of the Property is subject to the following conditions, requirements, restrictions, and terms:

(a) **General.** Development of the Project and use of the Property shall be governed by this AgreementAmendment, the Town’s Comprehensive Plan, the Town’s Land Development Code (“LDC”) and Code of Ordinances (“Town Code”), and all other applicable state laws and regulations and Town ordinances and rules. Where in conflict, the terms of this AgreementAmendment shall supersede and prevail over the LDC and Town Code, but only to the extent of the conflict.

In the Conceptual Land Use Plan for the Project the term “conceptual” means the location of land uses on the site, including areas for residential development, open space, stormwater management, parks, and roads in relation to the site area and other uses on the site. Subsequent plan development may refine the details based on detailed engineering design. “Conceptual” does not mean or contemplate the modification of proposed housing types or the relocation of land uses and roads other than minor adjustments dictated by engineering needs and best practices.

Unless otherwise noted, the definition of terms in this AgreementAmendment shall be the same as the definitions set forth in the LDC.

(b) **Phasing.** The project will be developed in ~~two~~three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this AgreementAmendment, which may be approved by Town Council with no formal amendment to this AgreementAmendment required.

(c) **Purpose.** The purpose of the Watermark PUD is to:

1. Create an attractive and high-quality single-family housing development compatible with the scale and character of existing residential development and land uses in the Town;
2. Develop a residential area that is safe, comfortable and attractive for and to pedestrians;
3. Create a community with direct visual and physical access to open land, with a strong community identity, and with amenities in the form of community open space;
4. Provide a network of open space for future homeowners; and
5. Provide a variety of lot sizes and housing choices for diverse age and income groups and residential preferences.

(d) **Land uses.** The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately ~~29.95~~ 40.20 acres of open space.

(e) **Development standards.**

**Setbacks**

The following setbacks shall be applied:

Front:	25 feet
Rear:	25 feet
Side:	10 feet

Wetland:	25 feet
Corner:	12.5 feet
Pool / Accessory	10 feet

**Lot Size**

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. Minimum lot size will be 70' x 120'. The Project may consist of up to ~~305225~~ total lots of 70' x 120' and 80' x 120'. No fewer than fifty percent (50%) of the lots must be 80' x 120'.

**Dwelling Size**

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

**Lot Width**

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

**Lot Coverage**

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

**Height of Structures**

No residential structure may exceed 35 feet in height

**Building Design**

Building design shall be in accordance with the Architectural Requirements of the Town's LDC and will comply specifically with the design requirements of LDC Sections 4.06.02 and 4.06.03.

The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.



- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one base color and a complementary wall material may be used to meet the second color requirement.
- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

(f) **Wetlands Buffer Requirement.** No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

(g) **Potable water, wastewater, and reclaimed water.** For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town’s potable-water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

Except as may be set forth otherwise in this Agreement Amendment, the Owner must install all on-site potable-water, wastewater, and reclaimed-water infrastructure and connect to the Town’s water and wastewater systems, and to the Town’s reclaimed-water system when available at the Property boundary, all at no cost to the Town. The Owner must pay potable-water, wastewater, and reclaimed-water capital and connection charges, impact fees, and other Town rates, fees, and charges, either applicable currently or in the future.

1. *Potable Water.* The Town will provide potable water, and may in the future provide reclaimed water, to the Project in accordance with its applicable ordinances, resolutions, operating regulations, policies and procedures. The Town will provide potable water to the Property in sufficient quantities for development of the Project as contemplated herein, subject to the limitations and requirements of permits issued to the Town from time to time by the St. John’s River Water Management District in connection with water consumption.

The Owner shall construct, at no expense to the Town, all off-site potable-water-system facilities, lines, pumps, valves, control structures, and appurtenances (other than water-treatment plants) necessary to serve the Project. The construction and route of off-site lines and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

2. *Wastewater.* It is intended that ~~the~~ the Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District (“CDD”). In order to provide service to the Property, the

Town and the CDD must enter into a new agreement wherein which the CDD agrees to sell wastewater service capacity to the Town on a wholesale basis for certain developments inside Howey's 180 Service Area, including the Developer's Property (the "Anticipated Wholesale Agreement"). The Owner is in the process of must-obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD's treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

The Owner shall construct, at no expense to the Town, all off-site wastewater-system facilities, lines, lift stations, pumps, valves, control structures, and appurtenances (other than wastewater-treatment plants and disposal facilities) necessary to serve the Project.— The construction and route of off-site lines, lift stations, pumps, and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner's contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town's water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owners in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

4. *Permit-Induced Costs, Restrictions, Requirements, and Risks.* Under state and federal laws and regulations, the Town may provide its potable-water and wastewater services to the Property and the Owner and its successors only if the Town first has been issued certain required permits. The Owner acknowledges that the permits are inevitably conditioned with requirements and restrictions that typically impose costs and risks. The Owner further acknowledges that, for the Town to operate its potable-water and wastewater systems in an orderly, dependable, and cost-effective manner, the Town must have the ability legally to spread the costs and risks among customers and property owners benefiting from the services. The Owner acknowledges, therefore, that (i) from time to time the Town may impose rates, fees, and charges and may issue potable-water system and wastewater-system regulations and policies that impose restrictions and requirements on its customers and benefiting property owners, such as the Owner and its successors, and (ii) so long as the Owner or successors are required to pay only their fair share for such rates, fees, and charges, then the imposition of such rates, fees, and charges and the issuance of such system regulations are not prohibited by or otherwise a breach of this AgreementAmendment.

5. *Reclaimed Water.* The Owner must install reclaimed water lines as required by the Town's Code of Ordinances, and shall obtain reclaimed-water service for the Project when the Town constructs reclaimed-water lines to the Project's boundaries. Until such time as the Town

supplies reclaimed water, the Owner and its successors shall use the reclaimed water lines to irrigate properties within the Project boundaries, but only with stormwater from on-site stormwater-retention ponds or with sources other than potable water as may be approved by the Town. Except for installation of reclaimed lines at the time of development as noted above, connection to reclaimed water after the development of the Project may not result in additional costs to the Owner or developer.

**(h) Solid Waste.** Solid Waste collection shall be pursuant to Town regulations.

**(i) Drainage.** The maintenance, repair, and replacement of the drainage system shall be the responsibility of the homeowners association(s).

**(j) Transportation**

#### **Street and Sidewalks**

There must be two ingress and egress points to Revels Road ~~and one ingress/egress point to Lake County A~~, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

Realignment of East Revels Road must be completed as part of the first phase of the Project and approved as part of the subdivision construction plans. The realignment is a material condition of approval of the Project and this ~~Agreement~~ Amendment. If the realignment is not approved by FDOT substantially as shown on the Conceptual Land Use Plan, the Town may require resubmittal and further review and approval, as a major amendment, of a revised Conceptual Land Use Plan.

The Project must have a connected street system that serves vehicles, pedestrians and bicycles and that connects to recreation facilities and adjacent residential/community areas. All streets must be public, dedicated to and maintained by the Town. No streets in the Project may be gated or otherwise restricted or obstructed by the Owner, by a homeowners' or property owners' association, or by any other person or entity.

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of ten feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

#### **Transportation Concurrency and Proportionate Fair Share Mitigation**

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study’s analysis of project traffic contributing to the needed improvements. Payment of the Owner’s fair share must be made in pro-rata amounts upon the issuance of each building permit.

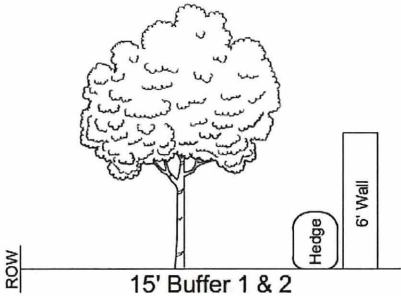
**(k) Schools.** The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

**(l) Landscaping Requirements.** All landscaping and buffer requirements shall be in accordance with the LDC and as illustrated on the Conceptual Land Use Plan with the exception of the following:

1. All buffer, street, and canopy trees planted at the Project will be a minimum of a 2” caliper;
2. ~~the Owner shall require Homebuilders~~ shall be required to plant at least one canopy tree for each single-family lot of at least 3” DBH; and
3. The developer will replace the equivalent of 30% of total tree-inches removed.

All trees planted at the Project shall adhere to the current guidelines established by the Florida Grades and Standards for nursery-grown trees and must be Florida grade #1 or better.

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

**(m) Tree Protection.** Under no circumstances may any tree, regardless of size or species, be removed from any designated wetland or conservation easement. Trees proposed to be maintained on site must comply with LDC requirements. No construction activity, equipment or material is permitted inside a tree protection barrier.

Citrus trees are excluded from Town tree-protection requirements.

(n) **Lighting.** Decorative street lighting (Sanibel fixture, a Duke Energy standard fixture) must be installed (i) at every intersection, (ii) at the end of each cul-de-sac, and (iii) at intervals of 300 feet or as approved otherwise by the Town Manager. Street lighting must be installed by the Owner. All lighting must be directional, shielded lighting designed to minimize light pollution. All lighting must be maintained by the HOA.

(o) **Utilities.** All utilities must be underground.

(p) **Signage.** Entrance signs and informational signage may be located in buffers, setbacks/and or signage easements as approved by the Planning and Zoning Board. The Owner shall present a sign plan for review and approval by the Planning and Zoning Board with the final site plan. The Town Council has approved use by the Owner and/or home-builder(s) of vertical marketing flags, also known as feather banners, with the following stipulations:

1. Feather banners must be placed no less than 200 feet apart.
2. A maximum of 10 feather banners, in total.
3. Feather banners cannot be placed within the right of way.
4. Feather banners cannot be located offsite of PUD property.
5. Feather banners cannot exceed 12 feet in height.
6. Feather banners must be replaced or removed if they become faded, torn, or tattered.
7. Feather banners must be removed when 90% of the homes in the development have received building permit approval.

Billboards and pole signs are prohibited. Unless defined differently in the LDC, a pole sign is a permanent sign supported by at least one upright pole, pylon, or post secured to the ground, with the bottom of the sign face four feet or higher above the finished grade. All additional signage not previously approved must be in compliance with the requirements in the LDC.

(q) **Maintenance of Common Areas.** Maintenance of all common areas within the Project is the responsibility of the homeowners' association(s) for the affected subdivision.

(r) **Prohibited Uses.** No manufactured or modular homes are allowed.

**Section 2. Amendments.** A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this AgreementAmendment may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

**Section 3: Notices.** All notices or payments required to be made hereunder shall be made at the following addresses:

To Town: Sean O’Keefe, Town Manager  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[sokeefe@howey.org](mailto:sokeefe@howey.org)

Field Cod

With copies to: John Brock, CMC, Town Clerk  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[jbrock@howey.org](mailto:jbrock@howey.org)

Field Cod

Thomas J. Wilkes, Town Attorney  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
[twilkes@gray-robinson.com](mailto:twilkes@gray-robinson.com)

Field Cod

To Owner: Craig C. Harris, Manager  
Revels Road Investors, LLC  
210 Hangar Road  
Kissimmee, FL 34741  
[charris@jtdlandco.com](mailto:charris@jtdlandco.com)

With copies to: Chris Gardner, Manager  
CKG Development and Realty, LLC  
1482 Granville Drive  
Winter Park, FL 32789  
[chris@condevfl.com](mailto:chris@condevfl.com)

Field Cod

Carolyn Haslam  
Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
[carolyn.haslam@akerman.com](mailto:carolyn.haslam@akerman.com)

Field Cod

**Section 4: Severability.** If any provision or portion of this AgreementAmendment is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this AgreementAmendment shall remain in full force and effect. To that end, this AgreementAmendment is declared to be severable.

**Section 5: Binding Effect.** This AgreementAmendment runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this AgreementAmendment. For that purpose, a “Lot Owner” means an end-user of a lot created within the Property with a completed residential unit constructed thereon, for which a certificate of occupancy has been issued. Each party covenants to each other party that this

AgreementAmendment is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

**Section 6: Negotiated Agreement.** The land uses, densities, intensities, and other conditions of approval of the Project have been negotiated and agreed to by the Owner and the Town. The Conceptual Land Use Plan and this AgreementAmendment together constitute an agreement between the parties with the knowledge that the Owner’s successors in title, the future homeowners, and other landowners within the Property, as well as the Town and its affected property owners and residents, all will rely justifiably on the agreed-to land uses, densities, and intensities authorized hereby for the Property. For that reason, the Owner and the Owner’s successors in interest have the contract right to develop the PUD with the uses, densities, and intensities approved by the Town, subject to the restrictions and requirements in the conditions of approval set forth in this AgreementAmendment. Neither the Owner (and its successors in interest) nor the Town shall have the right in the future to rezone or downzone the property, or otherwise alter the uses, densities and intensities, or delete, waive or amend any conditions of approval except through an amendment to the Plan negotiated and approved by the Town Council and the owner of the then-subject parcel. This section shall survive the termination and expiration of this AgreementAmendment.

**Section 7. Homeowners’ Association(s).**

(a) **Association Responsibilities.** A homeowner’s association and/or a property owner’s association (“HOA”) must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

(b) **Requirement for Plat Recording.** Before a plat may be recorded for the Property and the Project, the Owner shall furnish to the Town copies of the pertinent documents for the homeowners’ or property owners’ association or associations, plus the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 7 and other applicable parts of this AgreementAmendment.

**Section 8. Additional Requirements.**

a. **Letter of credit.** Construction and dedication to the Town of the public facilities and improvements required under this AgreementAmendment will be a condition precedent to final plat approval. In lieu of construction and dedication, however, the Owner may post a letter of credit or performance bond with the Town for 125% of the cost of such improvements not completed at the time of plat, in which event this condition precedent to final plat approval will be deemed satisfied.

b. **Conveyances to the Town.** Property dedicated or otherwise conveyed to the Town under this AgreementAmendment must be free and clear of encumbrances unless and to the extent an encumbrance is acceptable to the Town. Encumbrances discovered after the Effective Date of

this AgreementAmendment must be removed or resolved by the Owner or its successor developer prior to dedication or conveyance of the affected property to the Town.

c. **Changes in status of land.** Until completion of the Project, the Owner or its successor developer of the Project has a continuing duty (i) to disclose promptly to the Town all changes in ownership, encumbrances, and other matters of record affecting the Property and (ii) to resolve all issues, title or otherwise, that may be identified by the Town as a result of such changes. Failure to disclose such changes or to resolve resulting issues may result in delay in issuance of development permits.

d. **Developer representations binding.** If at Town Council hearings on the approval of the Project the Owner makes a written or oral promise or representation, and if the promise or representation was relied upon by Town Council in approving the Project or otherwise acted to induce or materially influence Town Council in its vote to approve the Project, the promise or representation is a condition of approval of the Project. The promise or representation is binding on the Owner and its successors and enforceable by the Town against the Owner and its successors as if set forth fully in this AgreementAmendment.

**Section 9. Governing Law.** This AgreementAmendment shall be governed by the laws of the State of Florida. Venue for any judicial proceeding pertaining to the AgreementAmendment shall be in the Fifth Judicial Circuit of Florida, in Lake County, Florida.

**Section 10. Effective Date; Termination.**

(a) **Effective Date.** This AgreementAmendment shall take effect upon the Effective Date above, or on the date when it has been executed by both the Town Council and the Owner, whichever is later.

(b) **Termination.** This AgreementAmendment shall remain in effect unless and until terminated under one of the following conditions:

1. If as of the **second** anniversary of the Town's entering into the Anticipated Wholesale Agreement Effective Date of this Agreement an Owner's contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this AgreementAmendment by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the Effective Date execution and recording of the Anticipated Wholesale Agreement, or (ii) ~~the CDD Contract Date, whichever occurs first. The "CDD Contract Date" is the date on which the Owner's contract right to treatment and disposal services by the CDD takes effect.~~
2. If as of the **second third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this AgreementAmendment by vote of its Town Council. The vote must occur no later than (i) the **third-fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The "CDD Contract Date" is the



date on which the Owner’s contract right to treatment and disposal services by the CDD takes effect.

3. If as of the ~~fifth-sixth~~ anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this ~~AgreementAmendment~~ by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the ~~sixth-seventh~~ anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the second phase, whichever occurs first. Termination of the ~~AgreementAmendment~~ for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.

~~—If as of the eighth anniversary of the CDD Contract Date no building permit for a residential unit in the third phase of the Project has been issued, the Town may terminate this Amendment by vote of its Town Council, but only as it applies to development of the third phase. -The vote must occur no later than (i) the ninth anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the third phase, whichever occurs first. Termination of the Amendment for this reason will not act to preclude the Owner or its successor from completing the first or second phase of the Project.~~

~~3.4.~~

Termination of this ~~AgreementAmendment~~, in whole or in part, under this section shall be without prejudice to the Owner or its successor to apply for Town approvals to undertake or continue development of the Property in accordance with the circumstances and land-development regulations then existing in the Town.

**Section 11. Recording.** This ~~AgreementAmendment~~ shall be recorded by the Town, at the Owner’s expense, in the Public Records of Lake County, Florida, and shall constitute a covenant running with the land.

**Section 12. Authority.** This ~~AgreementAmendment~~ is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. -This ~~AgreementAmendment~~ does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

**Section 13. Entire Agreement.** This ~~AgreementAmendment~~ constitutes the entire agreement of the parties with respect to the transactions contemplated herein. It supersedes all prior understandings or agreements between the parties relating to the Property and the Project. No amendment to the terms of this ~~AgreementAmendment~~ shall be effective unless in writing signed by all parties hereto. Amendments ~~to this AgreementAmendment~~ will take effect and will be binding against the Town only if approved by a vote of the Town Council.

**Section 14. Waiver.** The failure of a party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a

waiver of any party's right to insist upon strict compliance with the terms hereof. However, any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Agreement Amendment or the Town's LDC will be valid and binding against the Town only if approved by a vote of the Town Council.

*[ Signature pages follow ]*

*IN WITNESS WHEREOF, the parties are signing this ~~Agreement~~Amendment as of the Effective Date or, if later, the date by which both parties have fully executed this ~~Agreement~~Amendment.*

**TOWN OF HOWEY-IN-THE HILLS,  
FLORIDA**

By: its Town Council

By: \_\_\_\_\_  
Hon. Martha McFarlane, Mayor

Attest:

By: \_\_\_\_\_  
John Brock, CMC, Town Clerk

Approved as to form and legality:  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 202~~4~~3, by Martha McFarlane, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Witnesses:

**REVELS ROAD INVESTORS, LLC**

By: \_\_\_\_\_

Craig C. Harris  
As its Manager

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024~~3~~, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Attachment A**  
**To**  
**AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT**

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**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

~~LEGAL DESCRIPTION (PER O.R.N.T.I.C. COMMITMENT NO. 1076543)~~

**PARCEL 1:**

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL 3:**

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

**PARCEL 4:**

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION I, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY

LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 99.49132.59

**Attachment B**  
**To**  
**WATERMARK PUD DEVELOPMENT AGREEMENT**  

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**CONCEPTUAL LAND USE PLAN**

[ to be added ]

#47805050 v8



This instrument prepared by  
and should be returned to:

Thomas J. Wilkes  
GrayRobinson  
301 East Pine Street, Suite 1400  
Orlando, Florida 32801

**AMENDED & RESTATED WATERMARK PUD  
DEVELOPMENT AGREEMENT**

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This **AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT** (“Amendment”) is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024 (“Effective Date”), between the **Town of Howey-in-the-Hills, Florida**, a Florida municipal corporation (the “Town”), and **Revels Road Investors, LLC**, a Florida limited liability company (the “Owner”).

**RECITALS**

A. The Developer owns approximately 132.59 acres of property, more particularly described in **Attachment A** to this Amendment (the “Property”).

B. The Property is within the corporate limits of the Town. The Town has assigned the Property a future-land-use designation of Medium Density Residential and rezoned the Property to PUD - Planned Unit Development.

C. The Owner intends to develop and use the Property for single-family residential purposes as more specifically set forth herein (“the Project”), to be known as the “Watermark PUD.”

D. On February 23, 2023, the Town and the Owner entered into the Watermark PUD Development Agreement. This Amendment shall replace any prior agreements entered into between the parties regarding the Project.

E. The Town and Owner enter into this Amendment to set forth the terms and conditions of approval negotiated between them for the development and use of the Property as the Watermark PUD.

***NOW, THEREFORE, the Town and the Owner agree as follows:***

**Section 1: Land development and uses.** Development and use of the Property is subject to the following conditions, requirements, restrictions, and terms:

**(a) General.** Development of the Project and use of the Property shall be governed by this Amendment, the Town’s Comprehensive Plan, the Town’s Land Development Code (“LDC”) and Code of Ordinances (“Town Code”), and all other applicable state laws and

regulations and Town ordinances and rules. Where in conflict, the terms of this Amendment shall supersede and prevail over the LDC and Town Code, but only to the extent of the conflict.

In the Conceptual Land Use Plan for the Project the term “conceptual” means the location of land uses on the site, including areas for residential development, open space, stormwater management, parks, and roads in relation to the site area and other uses on the site. Subsequent plan development may refine the details based on detailed engineering design. “Conceptual” does not mean or contemplate the modification of proposed housing types or the relocation of land uses and roads other than minor adjustments dictated by engineering needs and best practices.

Unless otherwise noted, the definition of terms in this Amendment shall be the same as the definitions set forth in the LDC.

**(b) Phasing.** The project will be developed in three phases, as shown on the Conceptual Land Use/Preliminary Subdivision Plan. Each phase must be designed and built to operate independently with regard to traffic and utility services. Revisions to the phasing schedule shall be considered as minor amendments to this Amendment, which may be approved by Town Council with no formal amendment to this Amendment required.

**(c) Purpose.** The purpose of the Watermark PUD is to:

1. Create an attractive and high-quality single-family housing development compatible with the scale and character of existing residential development and land uses in the Town;
2. Develop a residential area that is safe, comfortable and attractive for and to pedestrians;
3. Create a community with direct visual and physical access to open land, with a strong community identity, and with amenities in the form of community open space;
4. Provide a network of open space for future homeowners; and
5. Provide a variety of lot sizes and housing choices for diverse age and income groups and residential preferences.

**(d) Land uses.** The Conceptual Land Use Plan for the Project is contained in **Attachment B** and is an integral part of the approval of the Project. Elements in the Concept Plan include single-family detached homes and approximately 40.20 acres of open space.

**(e) Development standards.**

**Setbacks**

The following setbacks shall be applied:

Front:	25 feet
Rear:	25 feet
Side:	10 feet
Wetland:	25 feet

Corner:	12.5 feet
Pool / Accessory	10 feet

### **Lot Size**

A range of lot sizes shall be provided in order to create variety and offer opportunity for different income households. Minimum lot size will be 70' x 120'. The Project may consist of up to 305 total lots of 70' x 120' and 80' x 120'. No fewer than fifty percent (50%) of the lots must be 80' x 120'.

### **Dwelling Size**

The minimum dwelling size for all single-family residences shall be 1,600 square feet of heated/air-conditioned space under roof plus a two-car garage with a minimum of 400 square feet. Maximum dwelling size shall be 3,500 square feet of heated/air-conditioned space under roof.

### **Lot Width**

The minimum lot width at building line shall be 70 feet with a minimum street frontage of 30 feet.

### **Lot Coverage**

Lots shall have a maximum lot coverage of 60%, to include principal dwelling, all paved areas, and swimming pools.

### **Height of Structures**

No residential structure may exceed 35 feet in height

### **Building Design**

Building design shall be in accordance with the Architectural Requirements of the Town's LDC and will comply specifically with the design requirements of LDC Sections 4.06.02 and 4.06.03.

The following principles seek to promote a high quality development that will create a sense of place and community through the development of the site.

- Housing styles, shapes and materials shall meet the Towns Land Development Regulations.
- The different housing types shall be integrated architecturally in order to give the development a harmonious appearance.
- The creation of visual richness shall be considered when choosing materials and details. Local characteristics are encouraged.
- Side entrances for garages are encouraged.
- A variety of roof heights, pitches and materials will be encouraged.
- Landscaping shall be incorporated into the overall design as a means of linking the development areas with the open spaces.
- Each exterior wall for a single-family home must be a minimum of two materials and a minimum of two colors. Primary facades must have one

base color and a complementary wall material may be used to meet the second color requirement.

- Block face restrictions may be reduced to 300 linear feet. The same house model may not be used more than three times within a single block face. For purposes of this requirement, a different house model is a different floor plan, not the same floor plan flipped in a different direction and not the same floor plan with a different exterior treatment.

**(f) Wetlands Buffer Requirement.** No development is allowed within jurisdictional wetlands on the property. A minimum upland buffer of 25 feet along each wetland must be platted in a tract, to be maintained by the HOA. No development except passive recreation is permitted in wetland areas.

**(g) Potable water, wastewater, and reclaimed water.** For potable water and wastewater service, well and septic systems are not allowed. The Project must be connected to and served by the Town's potable-water and wastewater systems prior to a certificate of occupancy being issued for a structure in the Project (except temporary construction uses).

Except as may be set forth otherwise in this Amendment, the Owner must install all on-site potable-water, wastewater, and reclaimed-water infrastructure and connect to the Town's water and wastewater systems, and to the Town's reclaimed-water system when available at the Property boundary, all at no cost to the Town. The Owner must pay potable-water, wastewater, and reclaimed-water capital and connection charges, impact fees, and other Town rates, fees, and charges, either applicable currently or in the future.

1. *Potable Water.* The Town will provide potable water, and may in the future provide reclaimed water, to the Project in accordance with its applicable ordinances, resolutions, operating regulations, policies and procedures. The Town will provide potable water to the Property in sufficient quantities for development of the Project as contemplated herein, subject to the limitations and requirements of permits issued to the Town from time to time by the St. John's River Water Management District in connection with water consumption.

The Owner shall construct, at no expense to the Town, all off-site potable-water-system facilities, lines, pumps, valves, control structures, and appurtenances (other than water-treatment plants) necessary to serve the Project. The construction and route of off-site lines and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

2. *Wastewater.* It is intended that the Town will provide wastewater-collection and transmission service to the Project, transmitting Project wastewater to the Central Lake Community Development District ("CDD"). In order to provide service to the Property, the Town and the CDD must enter into a new agreement wherein which the CDD agrees to sell wastewater service capacity to the Town on a wholesale basis for certain developments inside Howey's 180 Service Area, including the Developer's Property (the "Anticipated Wholesale Agreement"). The Owner is in the process of obtaining from the CDD a contract right for the Project to receive treatment and disposal of its wastewater at the CDD's treatment and disposal facilities, which will be contingent on the Anticipated Wholesale Agreement.

The Owner shall construct, at no expense to the Town, all off-site wastewater-system facilities, lines, lift stations, pumps, valves, control structures, and appurtenances (other than wastewater-treatment plants and disposal facilities) necessary to serve the Project. The construction and route of off-site lines, lift stations, pumps, and other structures shall be done according to engineering plans prepared by the Owner and approved by the Town Manager.

3. *Town Option to Oversize Water and Wastewater Lines.* Within 180 days of the effective date of the Owner's contract right to receive wastewater-treatment and –disposal service from the CDD, as referenced above, the Town may elect to oversize the off-site lines, pumps, improvements, or other facilities or appurtenances for the Town's water or wastewater system, or for both. If the Town elects to oversize one or both systems, it must inform the Owner in writing of the specifications for the oversizing(s) within the 180-day period. The Town shall reimburse the Owner for the difference in the increase in cost of design, materials and construction to oversize the improvements based on plans and cost estimates provided by the Owner to the Town and approved by the Town Manager, which approval shall not be unreasonably withheld, conditioned or delayed. The Town shall reimburse the Owners for the difference in the costs within 60 days following (i) completion of the improvements and (ii) receipt by the Town of documentation reasonably demonstrating that the Owner has completed the work and has incurred the costs attributable to the over-sizing, all in keeping with the plans and cost estimate previously approved by the Town Manager.

4. *Permit-Induced Costs, Restrictions, Requirements, and Risks.* Under state and federal laws and regulations, the Town may provide its potable-water and wastewater services to the Property and the Owner and its successors only if the Town first has been issued certain required permits. The Owner acknowledges that the permits are inevitably conditioned with requirements and restrictions that typically impose costs and risks. The Owner further acknowledges that, for the Town to operate its potable-water and wastewater systems in an orderly, dependable, and cost-effective manner, the Town must have the ability legally to spread the costs and risks among customers and property owners benefiting from the services. The Owner acknowledges, therefore, that (i) from time to time the Town may impose rates, fees, and charges and may issue potable-water system and wastewater-system regulations and policies that impose restrictions and requirements on its customers and benefiting property owners, such as the Owner and its successors, and (ii) so long as the Owner or successors are required to pay only their fair share for such rates, fees, and charges, then the imposition of such rates, fees, and charges and the issuance of such system regulations are not prohibited by or otherwise a breach of this Amendment.

5. *Reclaimed Water.* The Owner must install reclaimed water lines as required by the Town's Code of Ordinances, and shall obtain reclaimed-water service for the Project when the Town constructs reclaimed-water lines to the Project's boundaries. Until such time as the Town supplies reclaimed water, the Owner and its successors shall use the reclaimed water lines to irrigate properties within the Project boundaries, but only with stormwater from on-site stormwater-retention ponds or with sources other than potable water as may be approved by the Town. Except for installation of reclaimed lines at the time of development as noted above, connection to reclaimed water after the development of the Project may not result in additional costs to the Owner or developer.

- (h) **Solid Waste.** Solid Waste collection shall be pursuant to Town regulations.
- (i) **Drainage.** The maintenance, repair, and replacement of the drainage system shall be the responsibility of the homeowners association(s).
- (j) **Transportation**

**Street and Sidewalks**

There must be two ingress and egress points to Revels Road, each a full intersection in the approximate location shown on the Conceptual Land Use Plan. Also, there must be paved access stubbed to the north line of the property at the parcel owned by the Town, as shown on the Conceptual Land Use Plan.

All streets must have a minimum 50-foot right-of-way, curb and gutter, and a minimum 24-foot-wide pavement with minimum 12-foot travel lanes. Provision must be made in the rights-of-way for underground utilities.

Realignment of East Revels Road must be completed as part of the first phase of the Project and approved as part of the subdivision construction plans. The realignment is a material condition of approval of the Project and this Amendment. If the realignment is not approved by FDOT substantially as shown on the Conceptual Land Use Plan, the Town may require resubmittal and further review and approval, as a major amendment, of a revised Conceptual Land Use Plan.

The Project must have a connected street system that serves vehicles, pedestrians and bicycles and that connects to recreation facilities and adjacent residential/community areas. All streets must be public, dedicated to and maintained by the Town. No streets in the Project may be gated or otherwise restricted or obstructed by the Owner, by a homeowners' or property owners' association, or by any other person or entity.

All portions of the development must be accessible by a direct, convenient, attractive, safe, and comfortable system of pedestrian facilities. The development must provide appropriate pedestrian amenities. A bicycle/pedestrian path with minimum width of ten feet must be constructed along Revels Road along the length of the Property, consistent with the Town's bicycle/pedestrian plan and connecting to the proposed trailhead on SR 19 and a pathway to be built through The Reserve PUD to No. 2 Road. A minimum five-foot sidewalk must be constructed along both sides of each interior street. All sidewalks within rights-of-way must be dedicated to and maintained by the Town.

**Transportation Concurrency and Proportionate Fair Share Mitigation**

The Project must undergo concurrency review. The Owner must complete and submit for review prior to final development order a traffic-impact analysis. If required based on that traffic study, the Owner must fund its proportionate fair share of traffic improvements along SR-19 and other key roads as concluded by the traffic study's analysis of project traffic contributing to the needed improvements. Payment of the Owner's fair share must be made in pro-rata amounts upon the issuance of each building permit.

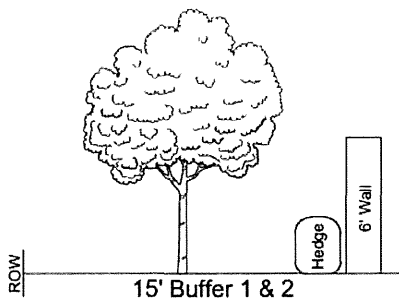
**(k) Schools.** The Project must apply for concurrency review at Lake County Public Schools. The school district has a specific application process. The Project must be shown to have appropriate school concurrency before building permits are issued.

**(l) Landscaping Requirements.** All landscaping and buffer requirements shall be in accordance with the LDC and as illustrated on the Conceptual Land Use Plan with the exception of the following:

1. All buffer, street, and canopy trees planted at the Project will be a minimum of a 2" caliper;
2. Homebuilders shall be required to plant at least one canopy tree for each single-family lot of at least 3" DBH; and
3. The developer will replace the equivalent of 30% of total tree-inches removed.

All trees planted at the Project shall adhere to the current guidelines established by the Florida Grades and Standards for nursery-grown trees and must be Florida grade #1 or better.

Developer must install street trees along the roadway where common areas abuts the road as required by the LDC. The cross section for the buffer areas is shown below.



Cross-Section of Buffers 1 and 2

**(m) Tree Protection.** Under no circumstances may any tree, regardless of size or species, be removed from any designated wetland or conservation easement. Trees proposed to be maintained on site must comply with LDC requirements. No construction activity, equipment or material is permitted inside a tree protection barrier.

Citrus trees are excluded from Town tree-protection requirements.

**(n) Lighting.** Decorative street lighting (Sanibel fixture, a Duke Energy standard fixture) must be installed (i) at every intersection, (ii) at the end of each cul-de-sac, and (iii) at intervals of 300 feet or as approved otherwise by the Town Manager. Street lighting must be installed by the Owner. All lighting must be directional, shielded lighting designed to minimize light pollution. All lighting must be maintained by the HOA.

(o) **Utilities.** All utilities must be underground.

(p) **Signage.** Entrance signs and informational signage may be located in buffers, setbacks/and or signage easements as approved by the Planning and Zoning Board. The Owner shall present a sign plan for review and approval by the Planning and Zoning Board with the final site plan. The Town Council has approved use by the Owner and/or homebuilder(s) of vertical marketing flags, also known as feather banners, with the following stipulations:

1. Feather banners must be placed no less than 200 feet apart.
2. A maximum of 10 feather banners, in total.
3. Feather banners cannot be placed within the right of way.
4. Feather banners cannot be located offsite of PUD property.
5. Feather banners cannot exceed 12 feet in height.
6. Feather banners must be replaced or removed if they become faded, torn, or tattered.
7. Feather banners must be removed when 90% of the homes in the development have received building permit approval.

Billboards and pole signs are prohibited. Unless defined differently in the LDC, a pole sign is a permanent sign supported by at least one upright pole, pylon, or post secured to the ground, with the bottom of the sign face four feet or higher above the finished grade. All additional signage not previously approved must be in compliance with the requirements in the LDC.

(q) **Maintenance of Common Areas.** Maintenance of all common areas within the Project is the responsibility of the homeowners' association(s) for the affected subdivision.

(r) **Prohibited Uses.** No manufactured or modular homes are allowed.

**Section 2. Amendments.** A substantial deviation from the Conceptual Land Use Plan in Attachment B or deviation from the other terms of this Amendment may occur only if approved by the Town Council in the manner required by law or otherwise as determined by Town Council, which may include public notice(s) and hearing(s).

Minor amendments needed once final engineering is completed may be reviewed and approved by the Town Manager without referral to the Planning and Zoning Board or Town Council. Whether a proposed amendment is major or minor will be determined by the Town Manager.

**Section 3: Notices.** All notices or payments required to be made hereunder shall be made at the following addresses:

To Town: Sean O'Keefe, Town Manager  
 Town of Howey-in-the-Hills  
 101 North Palm Avenue  
 Howey-in-the-Hills, FL 34737  
[sokeefe@howey.org](mailto:sokeefe@howey.org)



With copies to: John Brock, CMC, Town Clerk  
Town of Howey-in-the-Hills  
101 North Palm Avenue  
Howey-in-the-Hills, FL 34737  
[jbrock@howey.org](mailto:jbrock@howey.org)

Thomas J. Wilkes, Town Attorney  
Gray Robinson, P.A.  
301 East Pine Street, Suite 1400  
Orlando, FL 32801  
[twilkes@gray-robinson.com](mailto:twilkes@gray-robinson.com)

To Owner: Craig C. Harris, Manager  
Revels Road Investors, LLC  
210 Hangar Road  
Kissimmee, FL 34741  
[charris@jtdlandco.com](mailto:charris@jtdlandco.com)

With copies to: Chris Gardner, Manager  
CKG Development and Realty, LLC  
1482 Granville Drive  
Winter Park, FL 32789  
[chris@condevfl.com](mailto:chris@condevfl.com)

Carolyn Haslam  
Akerman LLP  
420 S. Orange Avenue, Suite 1200  
Orlando, Florida 32801  
[carolyn.haslam@akerman.com](mailto:carolyn.haslam@akerman.com)

**Section 4: Severability.** If any provision or portion of this Amendment is declared by a court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Amendment shall remain in full force and effect. To that end, this Amendment is declared to be severable.

**Section 5: Binding Effect.** This Amendment runs with the land and is binding on and enforceable by and against the parties hereto and all their successors in interest. However, no Lot Owner shall have the obligations imposed on the Owner as the developer of the Project under this Amendment. For that purpose, a “Lot Owner” means an end-user of a lot created within the Property with a completed residential unit constructed thereon, for which a certificate of occupancy has been issued. Each party covenants to each other party that this Amendment is a legal, valid, and binding agreement, enforceable against the party in accordance with its terms.

**Section 6: Negotiated Agreement.** The land uses, densities, intensities, and other conditions of approval of the Project have been negotiated and agreed to by the Owner and the Town. The Conceptual Land Use Plan and this Amendment together constitute an agreement between the parties with the knowledge that the Owner’s successors in title, the future homeowners, and other

landowners within the Property, as well as the Town and its affected property owners and residents, all will rely justifiably on the agreed-to land uses, densities, and intensities authorized hereby for the Property. For that reason, the Owner and the Owner's successors in interest have the contract right to develop the PUD with the uses, densities, and intensities approved by the Town, subject to the restrictions and requirements in the conditions of approval set forth in this Amendment. Neither the Owner (and its successors in interest) nor the Town shall have the right in the future to rezone or downzone the property, or otherwise alter the uses, densities and intensities, or delete, waive or amend any conditions of approval except through an amendment to the Plan negotiated and approved by the Town Council and the owner of the then-subject parcel. This section shall survive the termination and expiration of this Amendment.

#### **Section 7. Homeowners' Association(s).**

(a) **Association Responsibilities.** A homeowner's association and/or a property owner's association ("HOA") must be created by the Owner. Membership in the HOA shall be mandatory for all property owners within the Project. The HOA shall be responsible for maintaining all parks, open-space and buffer areas, streetlights, stormwater-management areas and drainage systems, entrance features, boundary walls and/or fences, access tracts, and landscaped tracts within the Project.

(b) **Requirement for Plat Recording.** Before a plat may be recorded for the Property and the Project, the Owner shall furnish to the Town copies of the pertinent documents for the homeowners' or property owners' association or associations, plus the covenants, conditions and restrictions for the Property, setting forth the requirements and restrictions enumerated in this section 7 and other applicable parts of this Amendment.

#### **Section 8. Additional Requirements.**

a. **Letter of credit.** Construction and dedication to the Town of the public facilities and improvements required under this Amendment will be a condition precedent to final plat approval. In lieu of construction and dedication, however, the Owner may post a letter of credit or performance bond with the Town for 125% of the cost of such improvements not completed at the time of plat, in which event this condition precedent to final plat approval will be deemed satisfied.

b. **Conveyances to the Town.** Property dedicated or otherwise conveyed to the Town under this Amendment must be free and clear of encumbrances unless and to the extent an encumbrance is acceptable to the Town. Encumbrances discovered after the Effective Date of this Amendment must be removed or resolved by the Owner or its successor developer prior to dedication or conveyance of the affected property to the Town.

c. **Changes in status of land.** Until completion of the Project, the Owner or its successor developer of the Project has a continuing duty (i) to disclose promptly to the Town all changes in ownership, encumbrances, and other matters of record affecting the Property and (ii) to resolve all issues, title or otherwise, that may be identified by the Town as a result of such changes. Failure to disclose such changes or to resolve resulting issues may result in delay in issuance of development permits.

d. **Developer representations binding.** If at Town Council hearings on the approval of the Project the Owner makes a written or oral promise or representation, and if the promise or representation was relied upon by Town Council in approving the Project or otherwise acted to induce or materially influence Town Council in its vote to approve the Project, the promise or representation is a condition of approval of the Project. The promise or representation is binding on the Owner and its successors and enforceable by the Town against the Owner and its successors as if set forth fully in this Amendment.

**Section 9. Governing Law.** This Amendment shall be governed by the laws of the State of Florida. Venue for any judicial proceeding pertaining to the Amendment shall be in the Fifth Judicial Circuit of Florida, in Lake County, Florida.

**Section 10. Effective Date; Termination.**

(a) **Effective Date.** This Amendment shall take effect upon the Effective Date above, or on the date when it has been executed by both the Town Council and the Owner, whichever is later.

(b) **Termination.** This Amendment shall remain in effect unless and until terminated under one of the following conditions:

1. If as of the **second** anniversary of the Town's entering into the Anticipated Wholesale Agreement an Owner's contract right to treatment and disposal services by the CDD, as required under Section 1(g)1 above, has not taken effect, the Town may terminate this Amendment by vote of its Town Council. The vote must occur no later than (i) the **third** anniversary of the execution and recording of the Anticipated Wholesale Agreement.
2. If as of the **third** anniversary of the CDD Contract Date no building permit for a residential unit in the Project has been issued, the Town may terminate this Amendment by vote of its Town Council. The vote must occur no later than (i) the **fourth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued, whichever occurs first. The "CDD Contract Date" is the date on which the Owner's contract right to treatment and disposal services by the CDD takes effect.
3. If as of the **sixth** anniversary of the CDD Contract Date no building permit for a residential unit in the second phase of the Project has been issued, the Town may terminate this Amendment by vote of its Town Council, but only as it applies to development of the second phase. The vote must occur no later than (i) the **seventh** anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the second phase, whichever occurs first. Termination of the Amendment for this reason will not act to preclude the Owner or its successor from completing the first phase of the Project.
4. If as of the **eighth** anniversary of the CDD Contract Date no building permit for a residential unit in the third phase of the Project has been issued, the Town may

terminate this Amendment by vote of its Town Council, but only as it applies to development of the third phase. The vote must occur no later than (i) the **ninth** anniversary of the CDD Contract Date or (ii) the date a building permit is issued for a residential unit in the third phase, whichever occurs first. Termination of the Amendment for this reason will not act to preclude the Owner or its successor from completing the first or second phase of the Project.

Termination of this Amendment, in whole or in part, under this section shall be without prejudice to the Owner or its successor to apply for Town approvals to undertake or continue development of the Property in accordance with the circumstances and land-development regulations then existing in the Town.

**Section 11. Recording.** This Amendment shall be recorded by the Town, at the Owner’s expense, in the Public Records of Lake County, Florida, and shall constitute a covenant running with the land.

**Section 12. Authority.** This Amendment is entered into by the Town under the home-rule powers granted to it by the Florida constitution (including specifically Article VIII, Section 2(b) thereof), the home-rule powers granted municipalities by statute (including specifically Chapter 166, Florida Statutes), and the Town’s Charter. This Amendment does not constitute a “development agreement” under the Florida Local Government Development Agreement Act.

**Section 13. Entire Agreement.** This Amendment constitutes the entire agreement of the parties with respect to the transactions contemplated herein. It supersedes all prior understandings or agreements between the parties relating to the Property and the Project. No amendment to the terms of this Amendment shall be effective unless in writing signed by all parties hereto. Amendments will take effect and will be binding against the Town only if approved by a vote of the Town Council.

**Section 14. Waiver.** The failure of a party hereto to insist upon or enforce any right or privilege granted hereunder shall not constitute or operate as a waiver thereof and nothing shall constitute a waiver of any party’s right to insist upon strict compliance with the terms hereof. However, any party may waive in writing the benefit of any provision or condition for its benefit which is contained herein. Waivers of material provisions of either this Amendment or the Town’s LDC will be valid and binding against the Town only if approved by a vote of the Town Council.

*[ Signature pages follow ]*

*IN WITNESS WHEREOF, the parties are signing this Amendment as of the Effective Date or, if later, the date by which both parties have fully executed this Amendment.*

**TOWN OF HOWEY-IN-THE HILLS,  
FLORIDA**

By: its Town Council

By: \_\_\_\_\_  
Hon. Martha McFarlane, Mayor

Attest:

By: \_\_\_\_\_  
John Brock, CMC, Town Clerk

Approved as to form and legality:  
(for the use and reliance of the Town only)

\_\_\_\_\_  
Thomas J. Wilkes, Town Attorney

STATE OF FLORIDA  
COUNTY OF LAKE

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Martha McFarlane, as Mayor of the Town of Howey-in-the-Hills.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced: \_\_\_\_\_

Witnesses:

**REVELS ROAD INVESTORS, LLC**

By: \_\_\_\_\_

Craig C. Harris  
As its Manager

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Address:

\_\_\_\_\_  
Printed Name:

\_\_\_\_\_  
Address:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was executed, sworn to and acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2024, by Craig C. Harris, Manager of REVELS ROAD INVESTORS, LLC, a Florida limited liability company, on their behalf.

(SEAL)

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

\_\_\_\_\_  
Name of Notary Public  
(Typed, Printed or stamped)

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**Attachment A  
To  
AMENDED & RESTATED WATERMARK PUD DEVELOPMENT AGREEMENT**

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**LEGAL DESCRIPTION**

**LEGAL DESCRIPTION:**

**PARCEL 1:**

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

**PARCEL 2:**

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL 3:**

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

**PARCEL 4:**

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

**PARCEL 5:**

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT 1, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH:

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT



NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

Total Acreage: 132.59

**Attachment B**  
**To**  
**WATERMARK PUD DEVELOPMENT AGREEMENT**  

---

**CONCEPTUAL LAND USE PLAN**

[ to be added ]

#47805050 v8

## LEGAL DESCRIPTION:

PART "A"

(PER O.R.N.T.I.C. COMMITMENT NO. 1076543)

## PARCEL 1:

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET; THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST COMER OF SAID GOVERNMENT LOT 2; THENCE RUN SOUTH 89°46'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

## PARCEL 2:

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

## PARCEL 3:

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5. PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST COMER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

## PARCEL 4:

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

## PARCEL 5:

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL:

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT I, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH

PART "B"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1498771, DATED FEBRUARY 20, 2024.

PARCEL 1:

THAT PART OF THE N 1/2 OF GOVERNMENT LOTS 1 AND 2, IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 2 RUN SOUTH 0°06'05" EAST ALONG THE EAST LINE THEREOF 1139.8 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING RUN NORTH 89°29'20" WEST 2668.76 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2, SAID POINT BEING HEREBY DESIGNATED AS POINT A; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTH 0°06'05" EAST ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 93.97 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 1, THENCE SOUTH 89°52'35" WEST ALONG THE SOUTH LINE OF THE N 1/2 OF SAID GOVERNMENT LOTS 1 AND 2 A DISTANCE OF 2668.54 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 2, THENCE NORTH 0°09' WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 112.04 FEET, MORE OR LESS, TO THE ABOVE DESIGNATED POINT A.

PARCEL 2:

THE NORTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, THE NORTHEAST 1/4 OF SOUTH 1/2 OF GOVERNMENT LOT 2, BEING LOCATED IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO DESCRIBED AS THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWO, TOWNSHIP 21 SOUTH OF RANGE TWENTY-FIVE EAST, LAKE COUNTY, FLORIDA.

AS SURVEYED

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1962.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 621.45 FEET TO THE SOUTH

LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093; THENCE N00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,454,962 SQUARE FEET OR 33.401 ACRES MORE OR LESS.

LEGEND AND ABBREVIATIONS:

ABBREVIATIONS:

- ALTA AMERICAN LAND TITLE ASSOCIATION
ACSM AMERICAN CONGRESS ON SURVEYING & MAPPING
(C) CALCULATED MEASUREMENT
CB CHORD BEARING
CCR CERTIFIED CORNER RECORD
CD CHORD LENGTH
EL ELEVATION
ESMT EASEMENT
FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
FEMA FEDERAL EMERGENCY MANAGEMENT AGENCY
FIRM FEDERAL INSURANCE RATE MAP
FND FOUND
ID IDENTIFICATION
LB LICENSED BUSINESS
LS LAND SURVEYOR
(M) FIELD MEASUREMENT
NAVD NORTH AMERICAN VERTICAL DATUM
NGVD NATIONAL GEODETIC VERTICAL DATUM
NO. NUMBER
NSPS NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
ORB OFFICIAL RECORDS BOOK
(P) PLAT MEASUREMENT
PB PLAT BOOK
PC POINT OF CURVATURE
PG(S) PAGE(S)
PI POINT OF INTERSECTION
P.O.B. POINT OF BEGINNING
POC POINT ON CURVE
P.O.C. POINT OF COMMENCEMENT
POL POINT ON LINE
PT POINT OF TANGENCY
REC RECOVERED
RLS REGISTERED LAND SURVEYOR
R/W RIGHT OF WAY
SEC SECTION

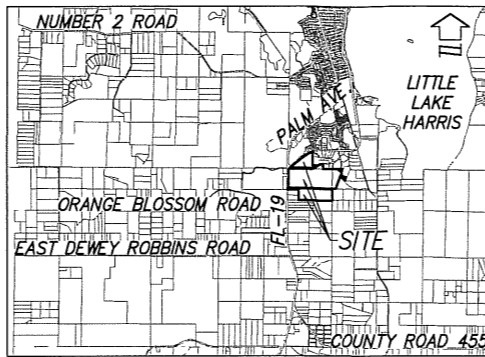
MONUMENTATION:

- Found concrete monument as noted
Found nail as noted
Found nail & disk as noted
Found iron rod & cap as noted
Found iron pipe as noted
Found iron rod as noted
Set 5/8" iron rod & cap (Dewberry LB 8011)
Control/benchmark as described

SPECIALTY LINES:

- Line break
Fence (type noted)

BOUNDARY SURVEY
-OF-
WATERMARK PUD AND THE SIMPSON PROPERTY
SECTIONS 1 & 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST
SECTIONS 35 & 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST



VICINITY MAP: NOT TO SCALE

LEGAL DESCRIPTION:

PART "A"

(PER O.R.N.T.I.C. COMMITMENT NO 1076543)

PARCEL 1

THAT PART OF THE NORTH 1/2 OF GOVERNMENT LOTS 1 AND 2 IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS BEGIN AT THE NORTHEAST CORNER OF SAID SECTION 2, RUN THENCE SOUTH 00°06'05" EAST ALONG THE EAST LINE THEREOF, 1139.8 FEET, THENCE RUN NORTH 89°29'20" WEST 2668.76 FEET TO THE WEST LINE OF SAID GOVERNMENT LOT 2, THENCE RUN NORTH 00°09'00" WEST ALONG SAID WEST LINE 1125.96 FEET TO THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 2, THENCE RUN SOUTH 89°48'40" EAST ALONG THE NORTH LINE OF SAID SECTION 2 FOR 2669.20 FEET TO THE POINT OF BEGINNING.

PARCEL 2

LOTS 26 AND 27, LESS THAT PART INCLUDED IN CLAY PIT, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

PARCEL 3

BEGIN 99 FEET SOUTH 1°32' WEST OF THE NORTHWEST CORNER OF LOT 16, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5 PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN EAST TO THE SOUTHEASTERN BOUNDARY OF LOT 16, THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERN BOUNDARY OF LOT 16 TO THE SOUTHWEST CORNER OF LOT 16, THENCE NORTHERLY ALONG THE WESTERN BOUNDARY OF LOT 16 TO POINT OF BEGINNING.

PARCEL 4

LOT 12, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA

PARCEL 5

LOT 1, 1ST SUBDIVISION OF HOWEY, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

THE NORTHEASTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTH OF THE EXTENSION OF THE SOUTH LINE OF LOT 4 AND THE WESTERLY 1/2 OF VACATED SUNSET DRIVE LYING NORTHERLY OF THE NORTHERLY EXTENSION OF THE WEST LINE OF LOT 2 IN THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 25 EAST, 1ST SUBDIVISION OF HOWEY, AS RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS.

LESS THAT PART OF SUNSET DRIVE THAT LIES WITHIN THE FOLLOWING DESCRIBED PARCEL.

AN AREA OF LAND, BEING A CIRCLE WITH A RADIUS OF 60.00 FEET, WHOSE RADIUS POINT IS LOCATED AS FOLLOWS BEGIN AT THE INTERSECTION OF THE NORTH LINE OF LOT 1, 1ST SUBDIVISION OF HOWEY, RECORDED IN PLAT BOOK 5, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AND THE WESTERLY RIGHT OF WAY LINE OF SUNSET DRIVE AS SHOWN ON THE PLAT OF SAID 1ST SUBDIVISION OF HOWEY; THENCE RUN SOUTH 08°15' WEST, ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 60.00 FEET TO THE AFOREMENTIONED RADIUS POINT.

TOGETHER WITH

PART "B"

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY COMMITMENT NO. 1498771, DATED FEBRUARY 20, 2024.

PARCEL 1

THAT PART OF THE N 1/2 OF GOVERNMENT LOTS 1 AND 2, IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, BOUNDED AND DESCRIBED AS FOLLOWS FROM THE NORTHEAST CORNER OF SAID SECTION 2 RUN SOUTH 0°06'05" EAST ALONG THE EAST LINE THEREOF 1139.8 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION, FROM SAID POINT OF BEGINNING RUN NORTH 89°29'20" WEST 2668.76 FEET TO A POINT ON THE WEST LINE OF SAID GOVERNMENT LOT 2, SAID POINT BEING HEREBY DESIGNATED AS POINT A; BEGIN AGAIN AT THE POINT OF BEGINNING AND RUN THENCE SOUTH 0°06'05" EAST ALONG THE EAST LINE OF SAID SECTION 2 A DISTANCE OF 93.97 FEET, MORE OR LESS, TO THE SOUTHEAST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 1, THENCE SOUTH 89°52'35" WEST ALONG THE SOUTH LINE OF THE N 1/2 OF SAID GOVERNMENT LOTS 1 AND 2 A DISTANCE OF 2668.54 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF THE N 1/2 OF SAID GOVERNMENT LOT 2, THENCE NORTH 0°09' WEST ALONG THE WEST LINE OF SAID GOVERNMENT LOT 2 A DISTANCE OF 112.04 FEET, MORE OR LESS, TO THE ABOVE DESIGNATED POINT A

PARCEL 2

THE NORTH 1/2 OF THE SOUTH 1/2 OF GOVERNMENT LOT 1, THE NORTHEAST 1/4 OF SOUTH 1/2 OF GOVERNMENT LOT 2, BEING LOCATED IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, ALSO DESCRIBED AS THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION TWO, TOWNSHIP 21 SOUTH OF RANGE TWENTY-FIVE EAST, LAKE COUNTY, FLORIDA.

AS SURVEYED

A PORTION OF LANDS LYING IN SECTION 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST, LAKE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 2, THENCE S00°08'43"W, ALONG THE EAST LINE OF SAID SECTION 2, A DISTANCE OF 1139.75 FEET TO THE POINT OF BEGINNING; THENCE S00°08'47"W, A DISTANCE OF 708.36 FEET TO THE SOUTH LINE OF PARCEL 2 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°35'48"W, A DISTANCE OF 1952.30 FEET TO THE WEST LINE OF SAID PARCEL 2; THENCE RUN ALONG SAID WEST LINE N00°47'54"E, A DISTANCE OF 821.45 FEET TO THE SOUTH LINE OF PARCEL 1 IN THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID SOUTH LINE N89°29'05"W, A DISTANCE OF 636.48 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE, BEING A 100.00 FOOT WIDE PUBLIC RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP PROJECT NUMBER 1093, THENCE NORTH 00°33'29"E, ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 95.61 FEET TO THE NORTH LINE OF AFOREMENTIONED PARCEL 1, THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG SAID NORTH LINE S89°22'37"E, A DISTANCE OF 2591.08 FEET TO THE POINT OF BEGINNING

CONTAINING 1,454,962 SQUARE FEET OR 33.401 ACRES MORE OR LESS.

SURVEY NOTES:

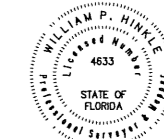
- 1. BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM EAST ZONE NORTH AMERICAN DATUM (NAD) OF 1983 WITH 2011 ADJUSTMENT AND DERIVING A BEARING OF S00°33'29"W ALONG THE EAST RIGHT OF WAY LINE OF SOUTH PALM AVENUE (S.R. 19) (100' R/W) PER STATE ROAD DEPARTMENT R/W MAP PROJ NO 1093. THE FOLLOWING FLORIDA PERMANENT REFERENCE STATION WAS HELD FIXED EUSTIS FPRN ARP (FLEU).
REFERENCE MONUMENTS AS FOLLOWS:
EUSTIS FPRN ARP NGS PID DQ2647, BEING AN ANTENNA REFERENCE POINT SET IN THE FOOTING OF A SMALL/MEDIUM STRUCTURE PUBLISHED N. 1641043.31' E 436979.45'
2. ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC SURVEY (NGS) BENCHMARK, AS DERIVED BY FROM NGS BENCHMARK Y 430 (PID AB5337), DESCRIBED AS A CONCRETE MONUMENT WITH VERTICAL CONTROL DISK STAMPED "Y 430 1994", HAVING AN ELEVATION OF 92.96 FEET (NAVD 88); AND FROM NGS BENCHMARK 2430 (PID 4338), DESCRIBED AS A CONCRETE MONUMENT WITH VERTICAL CONTROL DISK STAMPED "Z 430 1994", HAVING AN ELEVATION OF 86.88 FEET (NAVD88).
3. ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (FIRM) PANEL NO 12069C0485E, LAKE COUNTY, FLORIDA, EFFECTIVE DATE OF DECEMBER 18, 2012, THE PROPERTY DESCRIBED HEREON LIES WITHIN ZONE(S) "A" AND "X"
4. UNDERGROUND FOUNDATIONS AND UTILITIES WERE NOT LOCATED AS PART OF THIS SURVEY.
5. THIS SURVEY WAS NOT PREPARED WITH THE BENEFIT OF A TITLE REPORT.
6. THE RIGHT-OF-WAY SHOWN HEREON WAS DERIVED FROM THE FOLLOWING:
\*STATE ROAD DEPARTMENT R/W MAP PROJECT 1093
\*1ST SUBDIVISION OF HOWEY, PLAT BOOK 5, PAGE 32
7. ALL BEARINGS AND DISTANCES ARE MEASURED (M) UNLESS OTHERWISE NOTED.
8. NORTH-SOUTH AND EAST-WEST TIES TO FOUND MONUMENTATION AND IMPROVEMENTS ARE BASED ON CARDINAL DIRECTION
9. ATTENTION IS DIRECTED TO THE FACT THAT THESE MAPS MAY HAVE BEEN ALTERED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED INFORMATION
10. SYMBOLS SHOWN ARE NOT TO SCALE
11. WETLAND AREAS, IF EXISTING, WERE NOT ADDRESSED AS A PART OF THIS SURVEY
12. THE CLAY PIT REFERENCED IN PARCEL 2 OF THE LEGAL DESCRIPTION HAS NOT VERIFIED BY ANY DOCUMENT PROVIDED TO THIS FIRM OR BY FIELD OBSERVATIONS
13. ADDITIONS OR DELETIONS TO THE SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
14. THE ACCURACY OF THE SURVEY MEASUREMENTS USED FOR THIS SURVEY MEETS OR EXCEEDS THE EXPECTED USE OF THE PROPERTY DESCRIBED HEREON, (SUBURBAN) 1 FOOT IN 7,500 FEET.
15. PART "B" OF THE LEGAL DESCRIPTION SHOWN HEREON AS SURVEYED IS THE SAME AS THE PROPERTY RECORDED DEED AS RECORDED IN OFFICIAL RECORDS BOOK 2812, PAGE 2183, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA
16. THIS SURVEY IS SUPPORTED BY DATA CONTAINED IN FIELD BOOK 26/35-20-25, PAGES 20-32, AND 47-68
17. THE ELECTRONIC SIGNATURE HEREON IS IN COMPLIANCE WITH FLORIDA ADMINISTRATIVE CODE (FAC) 5J-17.062(3)
18. THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY WILLIAM P. HINKLE, LS 4633, ON 06/21/2024 PER FAC 5J-17.062(2).

CERTIFIED TO:

JTD LAND COMPANY
REVELS ROAD INVESTORS LLC
KEATING & SCHLITT P.A

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY MEETS THE APPLICABLE "STANDARDS OF PRACTICE" AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN RULE 5J17.050-052, FLORIDA ADMINISTRATIVE CODE



WILLIAM P. HINKLE
FLORIDA LICENSED SURVEYOR & MAPPER NO LS 4633

THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Vertical text on the left margin: Drawing name: c:\Users\lansetteq\MyData\Local\Temp\MapData\MapData\Watermark\_PUD\_and\_Simpson\_Authoring.dwg SHEET 1 Jun 21, 2024 1:28pm by: aslan@...

Table with columns: FB/PG, DATE, DRAWN, REVISION, CKD. Contains revision history.

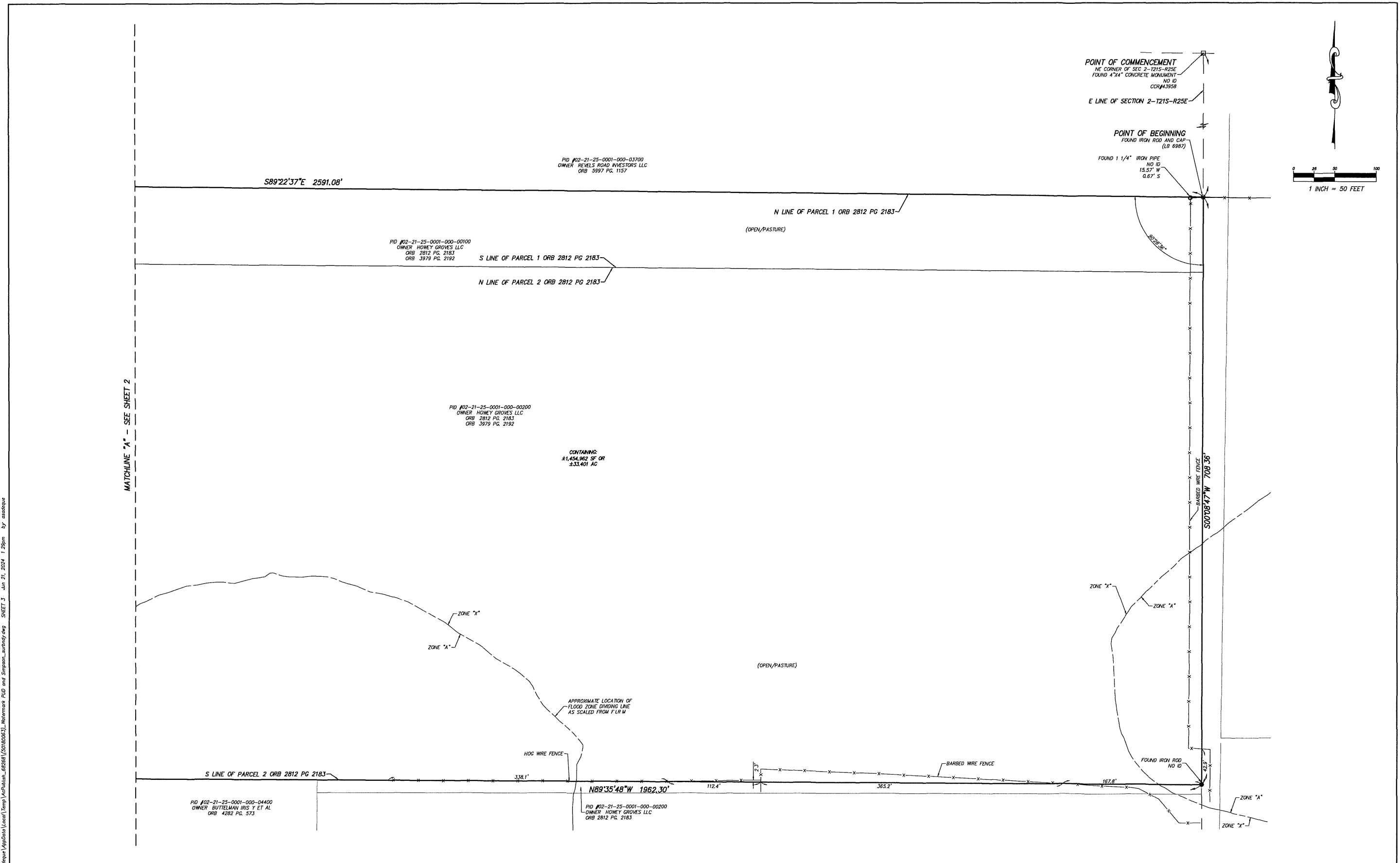
Dewberry logo and contact information: 131 WEST KALEY STREET, ORLANDO, FLORIDA 32806, PHONE 321.354.9826, FAX 407.648.9104, WWW.DEWBERRY.COM, CERTIFICATE OF AUTHORIZATION NO LB 8011

LOCATED IN SECTIONS 1 & 2, TOWNSHIP 21 SOUTH, RANGE 25 EAST AND SECTIONS 35 & 36, TOWNSHIP 20 SOUTH, RANGE 25 EAST LAKE COUNTY, FLORIDA

BOUNDARY SURVEY -FOR- JTD LAND COMPANY

Table with columns: FB/PG, FIELD DATE, PROJECT NO., DRAWING DATE, BY, APPROVED, SCALE, and a large '1 OF 4' indicator.





Drawing name: C:\Users\lansdowne\AppData\Local\Temp\lansdowne\lansdowne.dwg [C:\Users\lansdowne\AppData\Local\Temp\lansdowne\lansdowne.dwg] Watermark: PLD and Simpson Landmark, Inc. SHEET 3 Jun 21, 2024 1:29pm by lansdowne

REVISIONS				
FB/PG	DATE	DRAWN	REVISION	CKD

**Dewberry**  
131 WEST KALEY STREET  
ORLANDO, FLORIDA 32806  
PHONE 321 354 9826 FAX 407 648 9104  
WWW.DEWBERRY.COM  
CERTIFICATE OF AUTHORIZATION NO. LB 8011

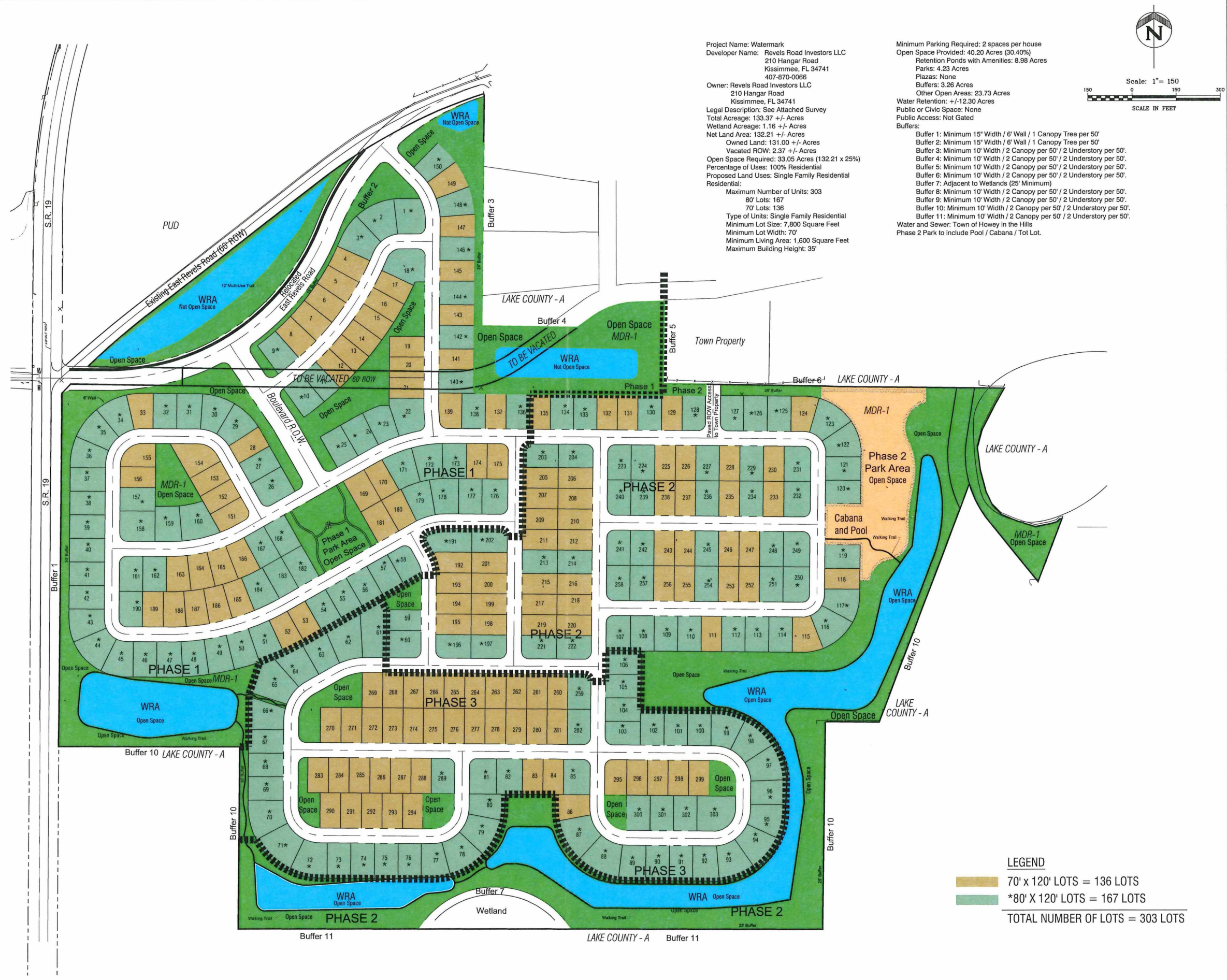
LOCATED IN SECTIONS 1 & 2,  
TOWNSHIP 21 SOUTH, RANGE 25 EAST  
AND SECTIONS 35 & 36, TOWNSHIP 20  
SOUTH, RANGE 25 EAST  
LAKE COUNTY, FLORIDA

BOUNDARY SURVEY  
-FOR-  
JTD LAND COMPANY

FB/PG	FIELD DATE	PROJECT NO.	3 OF 4
26/35-20-25 / 20-32, 47-71	06/24/2024	50180063	
DRAWING DATE	BY	APPROVED	SCALE
06/21/2024	AS	WPH	1" = 50'

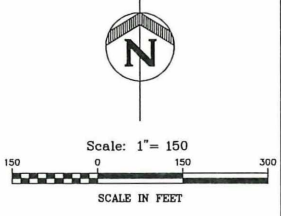






Project Name: Watermark  
 Developer Name: Revels Road Investors LLC  
 210 Hangar Road  
 Kissimmee, FL 34741  
 407-870-0066  
 Owner: Revels Road Investors LLC  
 210 Hangar Road  
 Kissimmee, FL 34741  
 Legal Description: See Attached Survey  
 Total Acreage: 133.37 +/- Acres  
 Wetland Acreage: 1.16 +/- Acres  
 Net Land Area: 132.21 +/- Acres  
 Owned Land: 131.00 +/- Acres  
 Vacated ROW: 2.37 +/- Acres  
 Open Space Required: 33.05 Acres (132.21 x 25%)  
 Percentage of Uses: 100% Residential  
 Proposed Land Uses: Single Family Residential  
 Residential:  
 Maximum Number of Units: 303  
 80' Lots: 167  
 70' Lots: 136  
 Type of Units: Single Family Residential  
 Minimum Lot Size: 7,800 Square Feet  
 Minimum Lot Width: 70'  
 Minimum Living Area: 1,600 Square Feet  
 Maximum Building Height: 35'

Minimum Parking Required: 2 spaces per house  
 Open Space Provided: 40.20 Acres (30.40%)  
 Retention Ponds with Amenities: 8.98 Acres  
 Parks: 4.23 Acres  
 Plazas: None  
 Buffers: 3.26 Acres  
 Other Open Areas: 23.73 Acres  
 Water Retention: +/-12.30 Acres  
 Public or Civic Space: None  
 Public Access: Not Gated  
 Buffers:  
 Buffer 1: Minimum 15' Width / 6' Wall / 1 Canopy Tree per 50'  
 Buffer 2: Minimum 15' Width / 6' Wall / 1 Canopy Tree per 50'  
 Buffer 3: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 4: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 5: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 6: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 7: Adjacent to Wetlands (25' Minimum)  
 Buffer 8: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 9: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 10: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Buffer 11: Minimum 10' Width / 2 Canopy per 50' / 2 Understory per 50'.  
 Water and Sewer: Town of Howey in the Hills  
 Phase 2 Park to include Pool / Cabana / Tot Lot.



WATERMARK  
 CONCEPTUAL LAND USE PLAN

Office: 352.343.8481  
 Fax: 352.343.8495  
 902 North Sinclair Ave.  
 Tavares, Florida 32778  
 Certificate of Authorization Number: 33380

DATE:	03/2024
DESIGNED BY:	SPH
DRAWN BY:	SPH
CHECKED BY:	BT
JOB NO.:	45548.002
FILE NAME:	WATERMARKMAS
<b>Sheet 1</b>	

**LEGEND**  
 70' x 120' LOTS = 136 LOTS  
 \*80' X 120' LOTS = 167 LOTS  
**TOTAL NUMBER OF LOTS = 303 LOTS**

BRETT TOBIAS, PE  
 Registered Eng #69017

# Watermark PUD Amendment

*Applicant: Revels Road  
Investors, LLC*

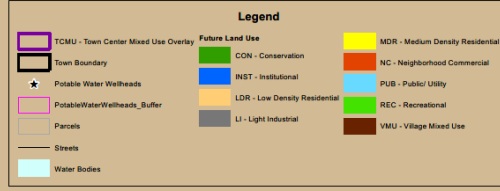
February 27, 2025



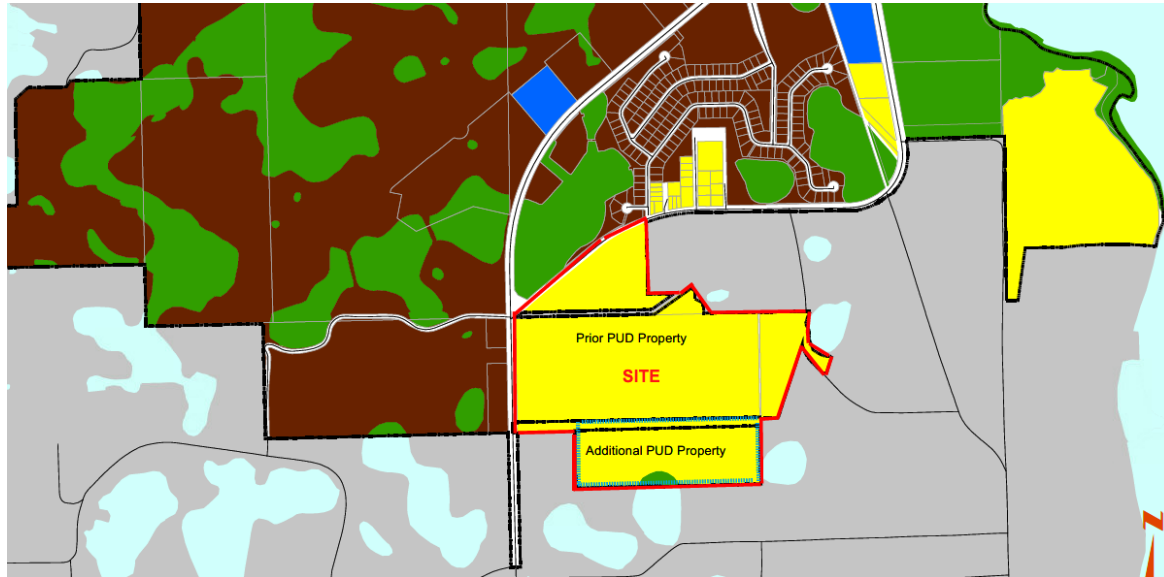
# Existing Future Land Use

Item 2.

## Town of Howey-in-the-Hills 2035 Future Land Use Map

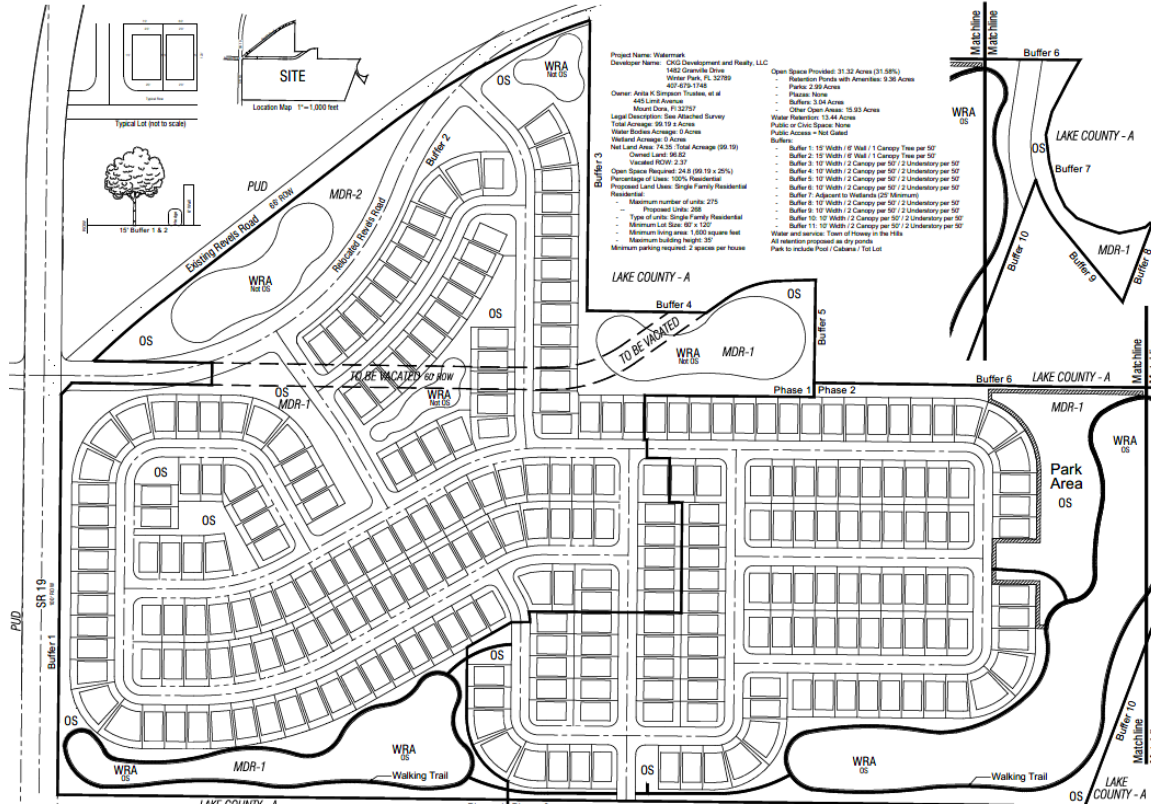


For legal, engineering, or surveying purposes, obtain the usability of the information.



# Existing Conceptual Land Use Plan

Item 2.





# Existing vs. Proposed PD

Item 2.

Development Condition	Existing PD	Proposed PD Amendment
Acreage	99.19 Acres	132.59 Acres
Maximum Density Allowed	298 DUs	396 DUs
Number of Units Proposed	225 DUs	290 DUs
Minimum Lot Size	70' x 120'	70' x 120'
Lot Size/Count Proposed	(112) 70' x 120' (113) 80' x 120'	(112) 70' x 120' (113) 80' x 120' (65) Min. ¼ Acre (10,890 SF)
Maximum Home Size	3,500 SF	70' & 80' Lots - 3,500 SF ¼ Acre (10,890 SF) Lots - None
Phases	Two	Three
Open Space	29.95 Acres (30%)	43.95 Acres (33%)
Bicycle/Pedestrian Path	10' wide	12' wide



# Proposed Conceptual Land Use Plan Highlights Item 2.

- All NEW units proposed will meet updated Town lot standards - minimum ¼ acre lots and a wider diversity of lot sizes
- Provides Additional Open Space - 43.95 Acres (33% of Site) Exceeding 25% Required
- Internal Parks and open space maximized, providing for connectivity within community
- No changes to setbacks, development in largely in keeping with prior approval – the sole change being to limit the maximum home size to the 70' and 80' lots
- Development connects to Town water and sewer
- Existing Revels Road / SR 19 Improvements – proportionate share of improvements, based on FDOT approval for intersection
- Termination of development based on the timing of Town's recently approved agreement with CDD for wholesale wastewaters



**February 20, 2025**

Prepared for  
Town of Howey-in-the-Hills  
Attn: Sean O'Keefe, Town Manager



**Meritage Homes- Elevation/ Architectural Plans**  
**Hillside Groves (The Reserve PUD)**  
**Applicant: Meritage Homes**

**The subject property is zoned Planned Unit Development (PUD).**

The applicant has requested approval of six different house models to be used within the Hillside Groves portion of the Reserve at Howey-in-the-Hills PUD (The Reserve PUD). Since the last review, the applicant has provided additional information so that the application can be fully evaluated in compliance with Land Development Code (LDC) Sec. 4.06.02 and Sec. 4.06.03.

**Recommendation:** Recommend approval of the model elevations as they are consistent with the requirements identified in the review comments below.

**Review Comments:**

Front Porches and Recessed Garages

There are proposed models that provide porches and recessed garages consistent with LDC Sec. 4.06.02 (A) (2) and (3). The proposed models with porches are usable and meet the required dimensions per the LDC of six feet in depth and 10 feet in width.

Building Walls

Attached to this staff report are the exterior design materials packages and revised elevation plans the applicant has provided for house models. These include material details for the main house, roof, exterior stone, brackets/trim, accent body, and the front door and shutters.

The elevation plans have been revised to demonstrate and specify materials to ensure that they are consistent with the following LDC Sections which state:



Sec. 4.06.02 (B) (1): *Residential building walls shall be wood clapboard, wood shingle, wood drop siding, Hardie board siding, brick, stone, stucco, approved vinyl siding, or similar material.*

Sec. 4.06.03 (B): *Walls cannot be all one material and/or color. Primary facades shall have one base color and a minimum of one complementary accent color. A complementary wall material may be used to meet the second color requirement.*

### Residential Roofs

The proposed elevations have been revised to identify the roof materials to be used as well as the colors of fascia design and are consistent with the following LDC Sections:

Sec. 4.06.02 (B) (2): *Residential roofs shall be wood, synthetic, or fiberglass shingles, solar shingles, tile or metal. Eaves are an important component of the roof design, they not only provide architectural character, but they help to protect building walls and reduce cooling costs.*

Sec. 4.06.03 (A): *Roof plan: Residential homes shall have variations in roof lines and use dormers, wide eaves, and other architectural elements to add interest and sustainability.*

### Exterior Architectural Details

The application has been revised to provide all of the required details for each of the facades. Consistent with LDC Sec. 4.06.03, the plans have been revised to show and label the front, side, and rear facade elevations for each model and identify the specific architectural details on each façade, demonstrating how they are consistent with the type and quantity required in LDC Sec. 4.06.03 (C).

LDC Sec. 4.06.03 (C) requires each model to incorporate architectural details to all sides of the building. Primary facades are required to incorporate a minimum of four architectural details and secondary facades must have two from the list included in this code section or other details that meet the same intent as approved by the Town.

The list of acceptable architectural details include: windows, shutters, porches, decorative elements, doors, columns, window boxes, porticos, cupolas, chimneys, and enhanced landscape treatment as defined in the applicable section.

**Motion Examples:**

1. Recommend Town Council approve the proposed six different house models to be used within the Hillside Groves portion of the Reserve at Howey-in-the-Hills PUD (The Reserve PUD).
2. Recommend Town Council deny the proposed six different house models to be used within the Hillside Groves portion of the Reserve at Howey-in-the-Hills PUD (The Reserve PUD). [Provide specific reasons for recommendation of denial.]
3. Continue action on the proposed six different house models to be used within the Hillside Groves portion of the Reserve at Howey-in-the-Hills PUD (The Reserve PUD). [Provide specific reasons for continuance and identify additional items needed for consideration.]

## EXTERIOR PACKAGE – WH9

**1. Main Body**  
Snowbound

**2. Accent Body**  
Tradewind

**3. Brackets/Trim**  
Chelsea Gray

**4. Front Door & Shutters**  
Tin Lizzie

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

- 1. Snowbound (SW 7004)
- 2. Tradewind (SW 6218)
- 3. Chelsea Gray (SW 2850)
- 4. Tin Lizzie (SW 9163)
- Garage Door:** Chelsea Gray (SW 2850)
- Garage Door:** Tin Lizzie (SW 9163)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – WH7

**1. Main Body**  
Snowbound

**2. Accent Body**  
Agreeable Gray

**3. Brackets/Trim**  
Peppercorn

**4. Front Door & Shutters**  
Peppercorn

**Roof**  
GAF Charcoal

**Exterior Stone**  
Onyx Laytite

- 1. Snowbound (SW 7004)
- 2. Agreeable Gray (SW 7029)
- 3. Peppercorn (SW 7674)
- 4. Peppercorn (SW 7674)
- Garage Door:** Peppercorn (SW 7674)
- Garage Door:** Peppercorn (SW 7674)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – WH12

**1. Main Body**  
Snowbound

**2. Accent Body**  
Illusive Green

**3. Brackets/Trim**  
Front Porch

**4. Front Door & Shutters**  
Riverway

**Roof**  
GAF Charcoal

**Exterior Stone**  
Nappanee Laytite

- 1. Snowbound (SW 7004)
- 2. Illusive Green (SW 9164)
- 3. Front Porch (SW 7651)
- 4. Riverway (SW 6222)
- Garage Door:** Snowbound (SW 7004)
- Garage Door:** Riverway (SW 6222)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – WH16

**1. Main Body**  
Snowbound

**2. Accent Body**  
Uncertain Gray

**3. Brackets/Trim**  
Foggy Day

**4. Front Door & Shutters**  
Cyberspace

**Roof**  
GAF Charcoal

**Exterior Stone**  
Blue Ridge Laytite


- 1. Snowbound (SW 7004)
- 2. Uncertain Gray (SW 6234)
- 3. Foggy Day (SW 6235)
- 4. Cyberspace (SW 7076)
- Garage Door:** Foggy Day (SW 6235)
- Garage Door:** Cyberspace (SW 7076)

**Soffit:** Bronze  
**Windows:** White




## EXTERIOR PACKAGE – WH3

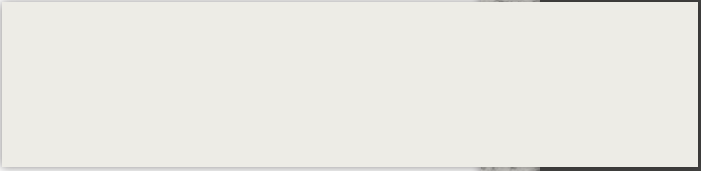
**2. Accent Body**  
Ellie Gray



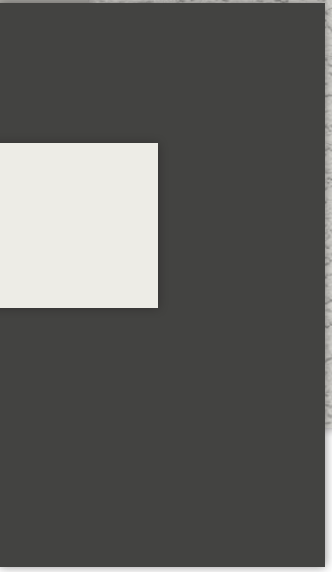
**1. Main Body**  
First Star




**3. Brackets/Trim**  
Pure White




**4. Front Door & Shutters**  
Iron Ore



**Roof**  
GAF Charcoal



**Exterior Stone**  
Onyx Laytite



- 1. First Star (SW 7646)
- 2. Ellie Gray (SW 7650)
- 3. Pure White (SW 7005)
- 4. Iron Ore (SW 7069)
- Garage Door:** Pure White (SW 7005)
- Garage Door:** Iron Ore (SW 7069)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – WH5

**1. Main Body**  
Snowbound

**2. Accent Body**  
Keystone Gray

**3. Brackets/Trim**  
Anew Gray

**4. Front Door & Shutters**  
Dark Night

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

- 1. Snowbound (SW 7004)
- 2. Keystone Gray (SW 7504)
- 3. Anew Gray (SW 7030)
- 4. Dark Night (SW 6237)
- Garage Door:** Snowbound (SW 7004)
- Garage Door:** Dark Night (SW 6237)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – CT9

**1. Main Body**  
Gossamer Veil

**2. Accent Body**  
Elephant Ear

**3. Brackets/Trim**  
Pure White

**4. Front Door & Shutters**  
Granite Peak

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

**Soffit:** Bronze  
**Windows:** White

- 1. Gossamer Veil (SW 9165)
- 2. Elephant Ear (SW 9168)
- 3. Pure White (SW 7005)
- 4. Granite Peak (SW 6250)
- Garage Door:** Gossamer Veil (SW 9165)
- Garage Door:** Granite Peak (SW 6250)

## EXTERIOR PACKAGE – CT10

**1. Main Body**  
Amazing Gray

**2. Accent Body**  
Debonair

**3. Brackets/Trim**  
Egret White

**4. Front Door & Shutters**  
Grays Harbor

**Roof**  
GAF Charcoal


**Exterior Stone**  
Nappanee Laytite

- 1. Amazing Gray (SW 7044)
- 2. Debonair (SW 9139)
- 3. Egret White (SW 7570)
- 4. Grays Harbor (SW 6236)
- Garage Door:** Egret White (SW 7570)
- Garage Door:** Grays Harbor (SW 6236)


**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – CT14

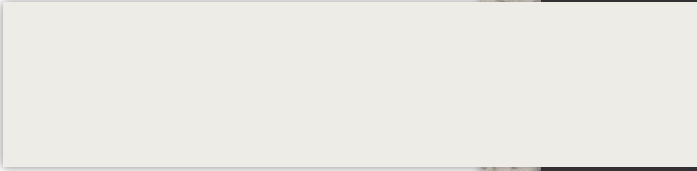
**2. Accent Body**  
Unusual Gray



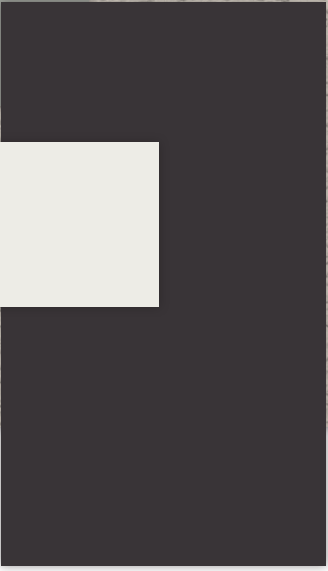
**1. Main Body**  
Shoji White




**3. Brackets/Trim**  
Pure White




**4. Front Door & Shutters**  
Deep Forest Brown



**Roof**  
GAF Charcoal



**Exterior Stone**  
Nevada Laytite



- 1. Shoji White (SW 7042)
- 2. Unusual Gray (SW 7059)
- 3. Pure White (SW 7005)
- 4. Deep Forest Brown (SW 9175)
- Garage Door:** Shoji White (SW 7042)
- Garage Door:** Deep Forest Brown (SW 9175)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – LG1

**1. Main Body**  
Light French Gray

**2. Accent Body**  
Westchester Gray

**3. Brackets/Trim**  
Pure White

**4. Front Door & Shutters**  
Bohemian Black

**Roof**  
GAF Charcoal

**Exterior Stone**  
Refton Laytite

- 1. Light French Gray (SW 0055)
- 2. Westchester Gray (SW 2849)
- 3. Pure White (SW 7005)
- 4. Bohemian Black (SW 6988)
- Garage Door:** Pure White (SW 7005)
- Garage Door:** Bohemian Black (SW 6988)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – ST3

**1. Main Body**  
Pavestone

**2. Accent Body**  
Colonnade Gray

**3. Brackets/Trim**  
City Loft (SW 7631)

**4. Front Door & Shutters**  
Dutch Tile Blue

**Roof**  
GAF Charcoal

**Exterior Stone**  
Nappanee Laytite

- 1. Pavestone (SW 7642)
- 2. Colonnade Gray (SW 7641)
- 3. City Loft (SW 7631)
- 4. Dutch Tile Blue (SW 0031)
- Garage Door:** Colonnade Gray (SW 7641)
- Garage Door:** Dutch Tile Blue (SW 0031)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – ST6

**1. Main Body**  
Acier

**2. Accent Body**  
Peppercorn

**3. Brackets/Trim**  
Pure White

**4. Front Door & Shutters**  
Gale Force

**Roof**  
GAF Charcoal

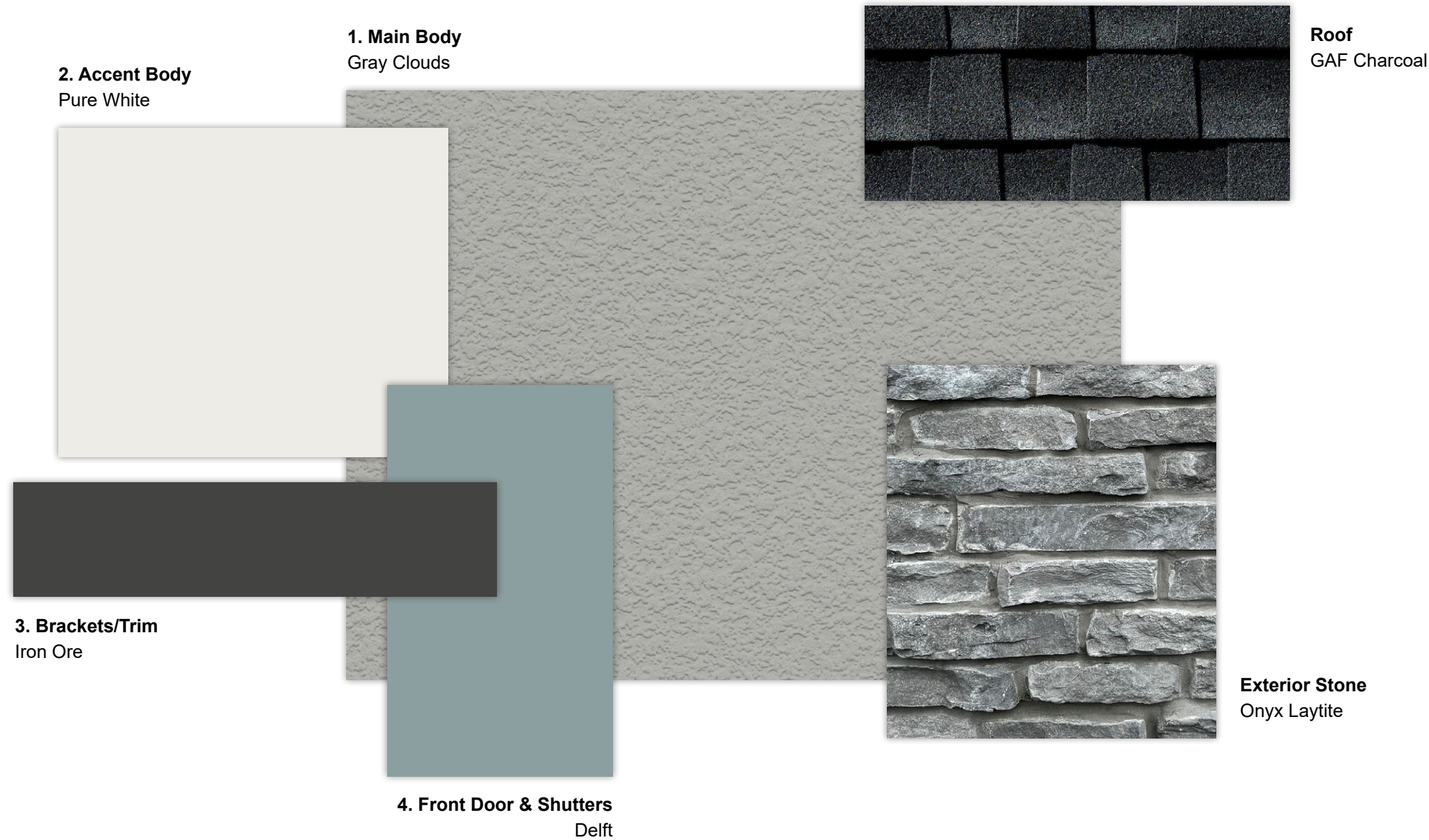
**Exterior Stone**  
Onyx Laytite

- 1. Acier (SW 9170)
- 2. Peppercorn (SW 7674)
- 3. Pure White (SW 7005)
- 4. Gale Force (SW 7605)
- Garage Door:** Pure White (SW 7005)
- Garage Door:** Gale Force (SW 7605)

**Soffit:** Bronze  
**Windows:** White



## EXTERIOR PACKAGE – BG11



- 1. Gray Clouds (SW 7658)
- 2. Pure White (SW 7005)
- 3. Iron Ore (SW 7069)
- 4. Delft (SW 9134)
- Garage Door:** Iron Ore (SW 7069)
- Garage Door:** Delft (SW 9134)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – GR7

**2. Accent Body**  
Sensible Hue

**1. Main Body**  
Evergreen Fog

**3. Brackets/Trim**  
Pure White

**4. Front Door & Shutters**  
Iron Ore

**Roof**  
GAF Charcoal

**Exterior Stone**  
Blue Ridge Laytite

- 1. Evergreen Fog (SW 9130)
- 2. Sensible Hue (SW 6198)
- 3. Pure White (SW 7005)
- 4. Iron Ore (SW 7069)
- Garage Door:** Pure White (SW 7005)
- Garage Door:** Iron Ore (SW 7069)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – GR6

**1. Main Body**  
Silvermist

**2. Accent Body**  
Homburg Gray

**3. Brackets/Trim**  
Pearly White

**4. Front Door & Shutters**  
Greenblack

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

- 1. Silvermist (SW 7621)
- 2. Homburg Gray (SW 7622)
- 3. Pearly White (SW 7009)
- 4. Greenblack (SW 6994)
- Garage Door:** Silvermist (SW 7621)
- Garage Door:** Greenblack (SW 6994)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – GG1

**1. Main Body**  
Sensible Hue

**2. Accent Body**  
Wall Street

**3. Brackets/Trim**  
Pure White

**4. Front Door & Shutters**  
Inkwell

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

- 1. Sensible Hue (SW 6198)
- 2. Wall Street (SW 7665)
- 3. Pure White (SW 7005)
- 4. Inkwell (SW 6992)
- Garage Door:** Pure White (SW 7005)
- Garage Door:** Inkwell (SW 6992)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – GY1

**2. Accent Body**  
Homburg Gray

**1. Main Body**  
Mineral Deposit

**3. Brackets/Trim**  
Origami White

**4. Front Door & Shutters**  
Mount Etna

**Roof**  
GAF Charcoal

**Exterior Stone**  
Austin Laytite

- 1. Mineral Deposit (SW 7652)
- 2. Homburg Gray (SW 7622)
- 3. Origami White (SW 7636)
- 4. Mount Etna (SW 7625)
- Garage Door:** Origami White (SW 7636)
- Garage Door:** Mount Etna (SW 7625)

**Soffit:** Bronze  
**Windows:** White

## EXTERIOR PACKAGE – GE1

**1. Main Body**  
Mindful Gray

**2. Accent Body**  
Felted Wool

**3. Brackets/Trim**  
Nebulous White

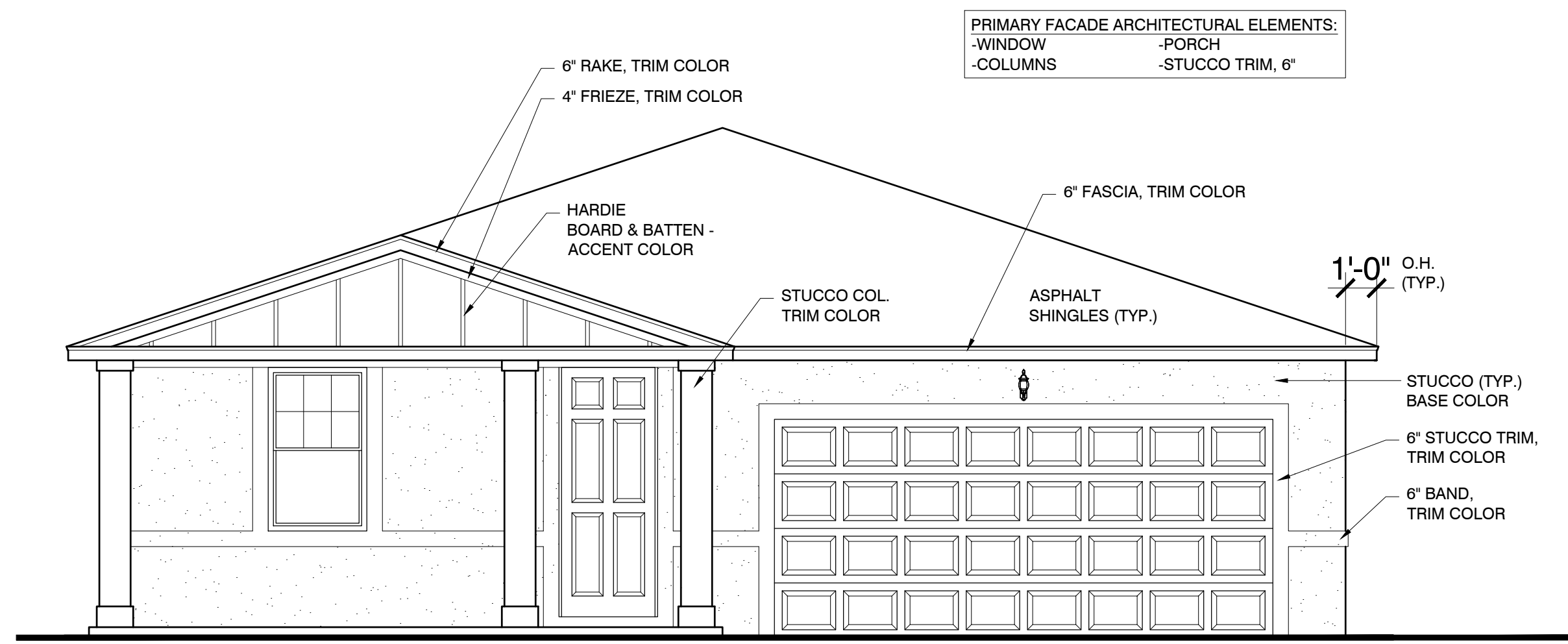
**4. Front Door & Shutters**  
Anchors Aweigh

**Roof**  
GAF Charcoal

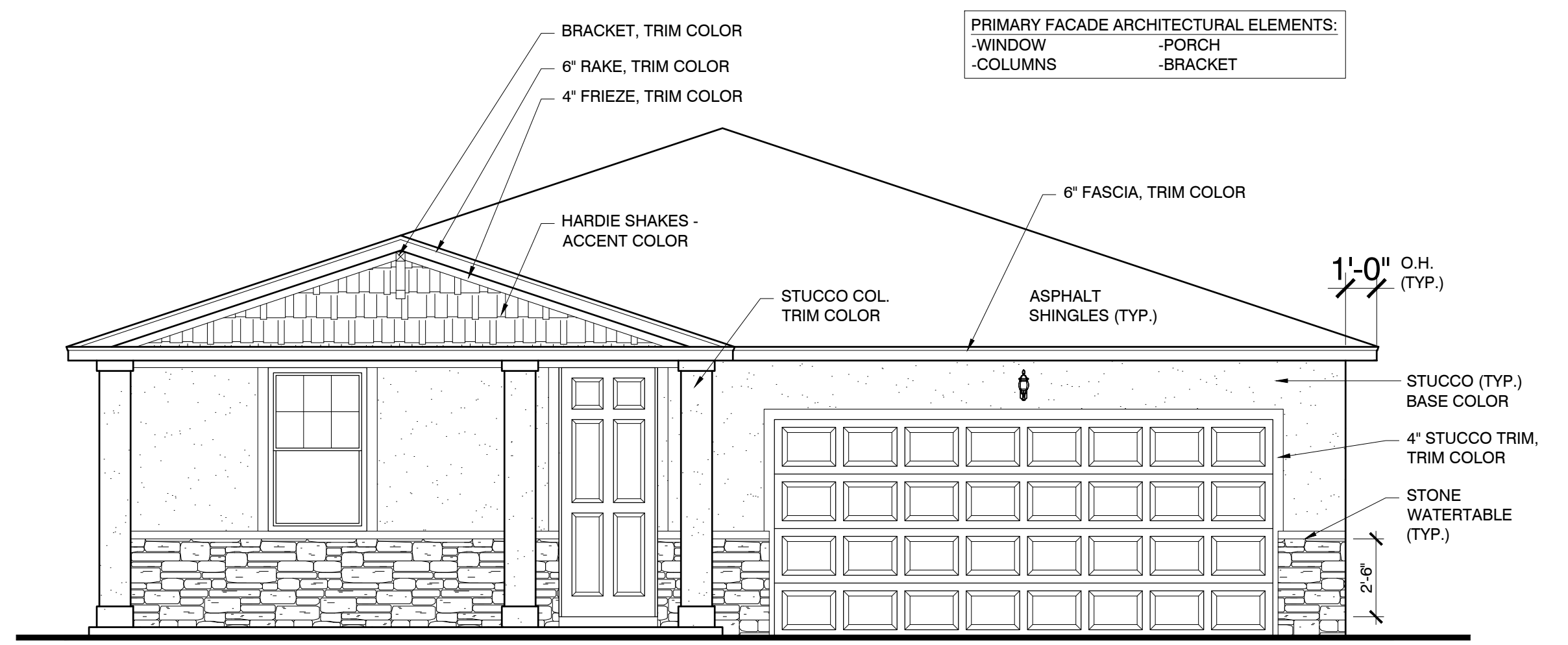
**Exterior Stone**  
Austin Laytite

- 1. Mindful Gray (SW 7016)
- 2. Felted Wool (SW 9171)
- 3. Nebulous White (SW 7063)
- 4. Anchors Aweigh (SW 9179)
- Garage Door:** Nebulous White (SW 7063)
- Garage Door:** Anchors Aweigh (SW 9179)

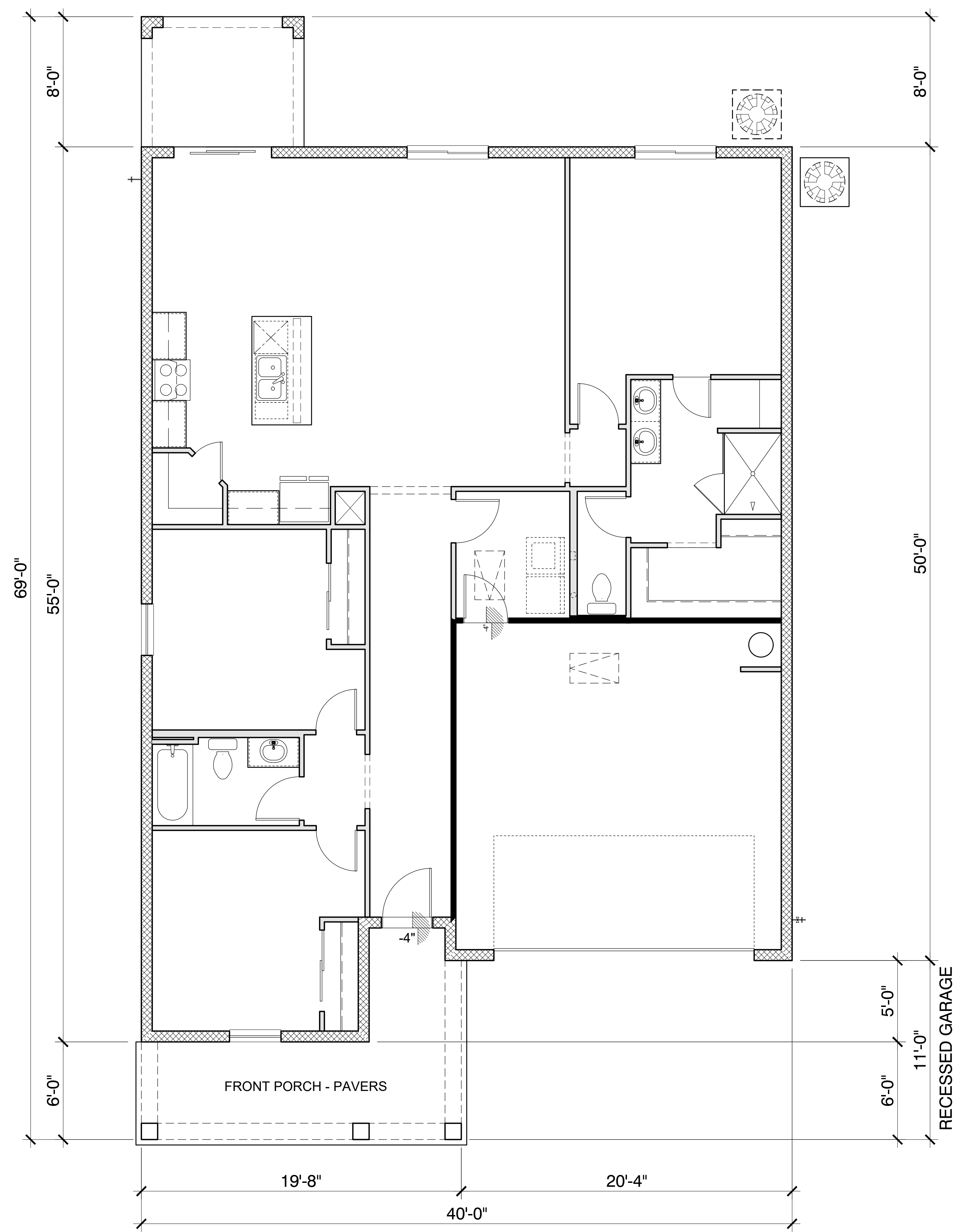
**Soffit:** Bronze  
**Windows:** White



**Elevation B**



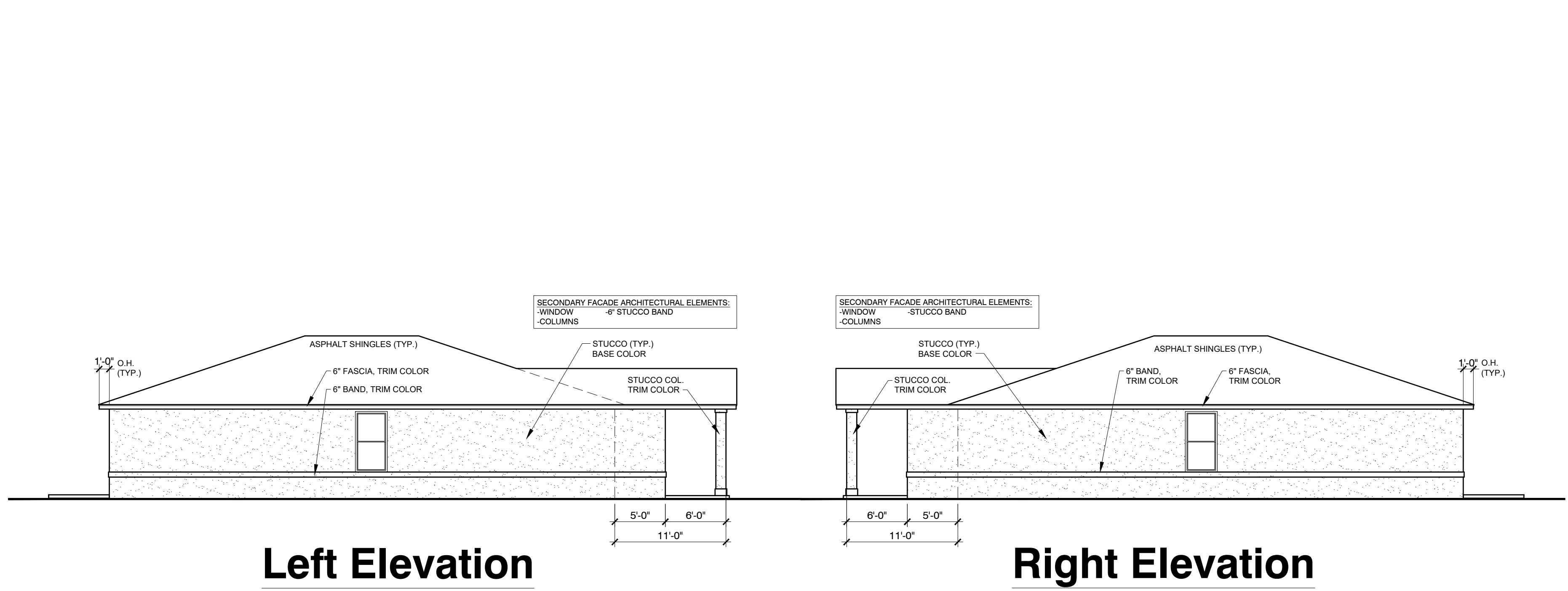
**Elevation C**



**4R05 1,630 S.F.**

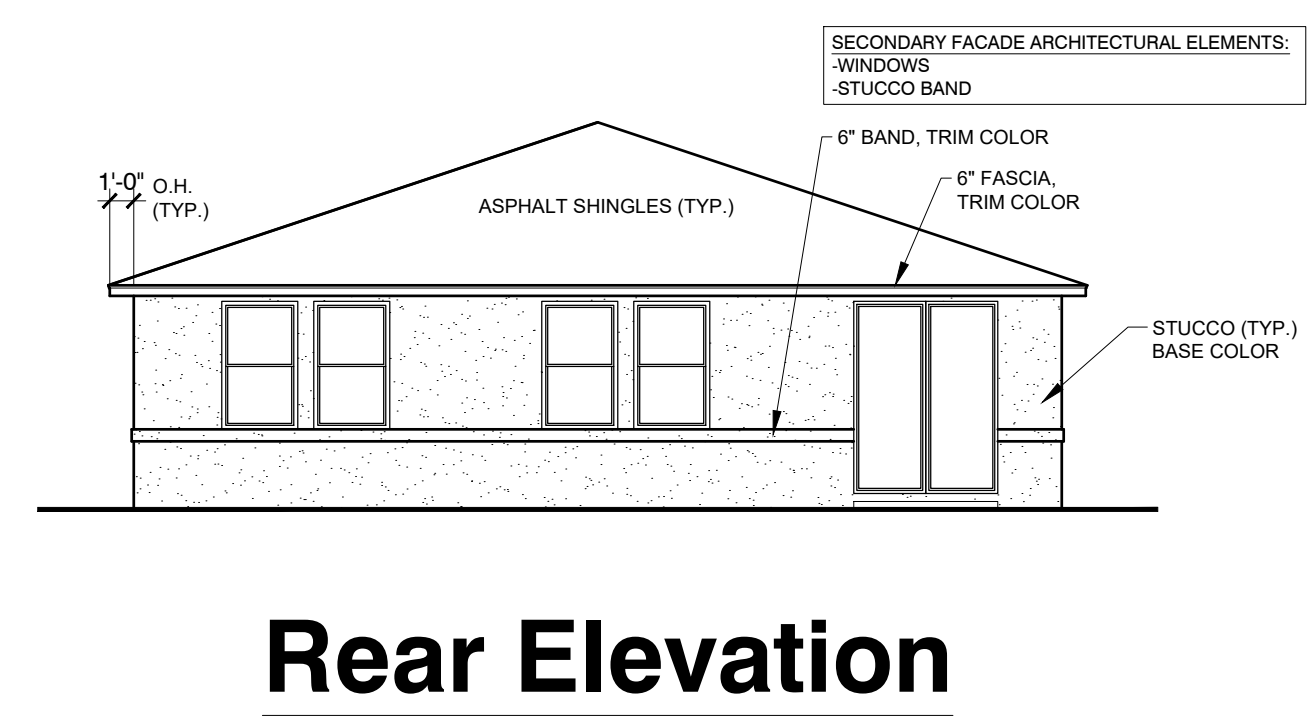


**4R05 (Formerly Bluebell)**

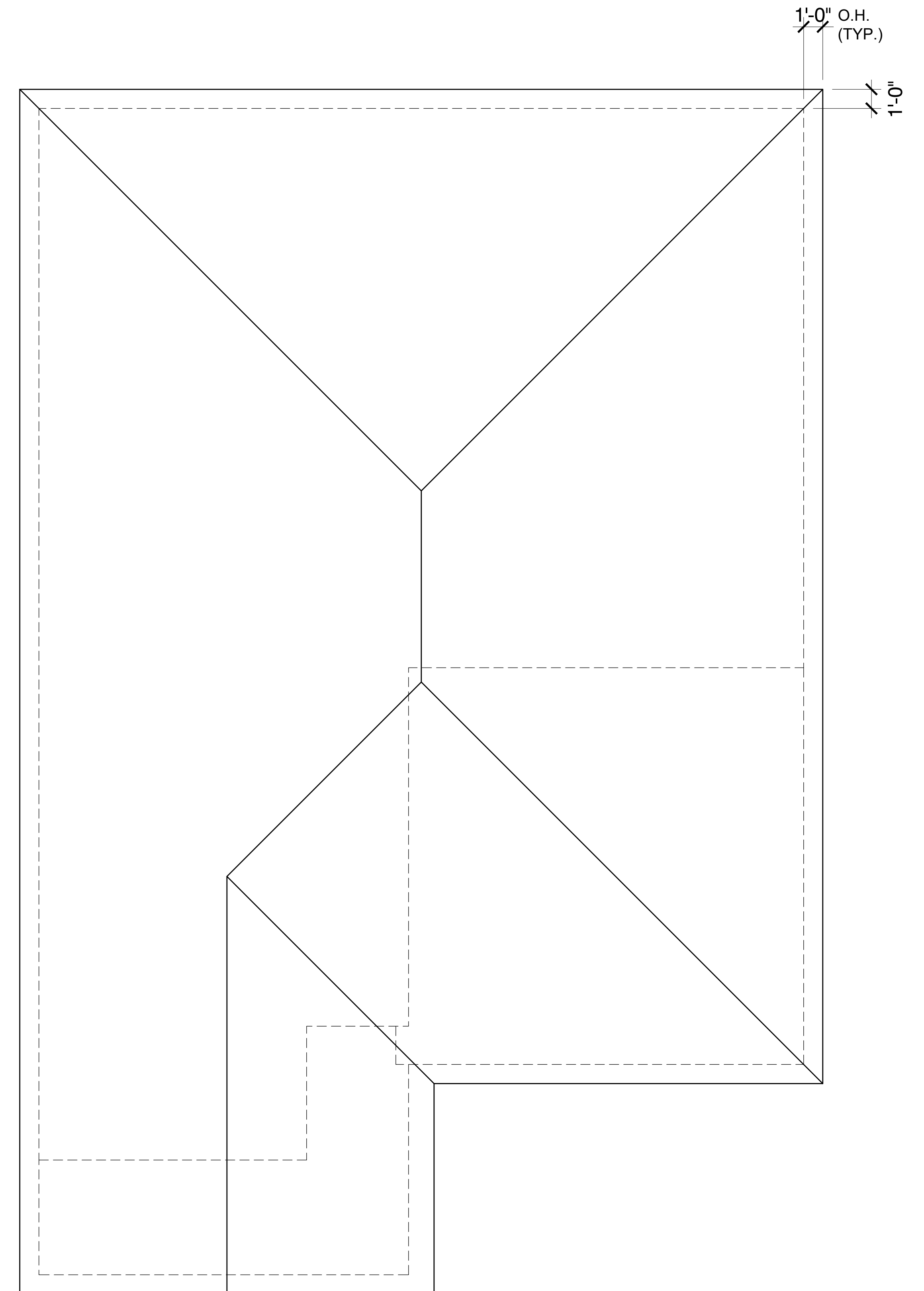


**Left Elevation**

**Right Elevation**



**Rear Elevation**

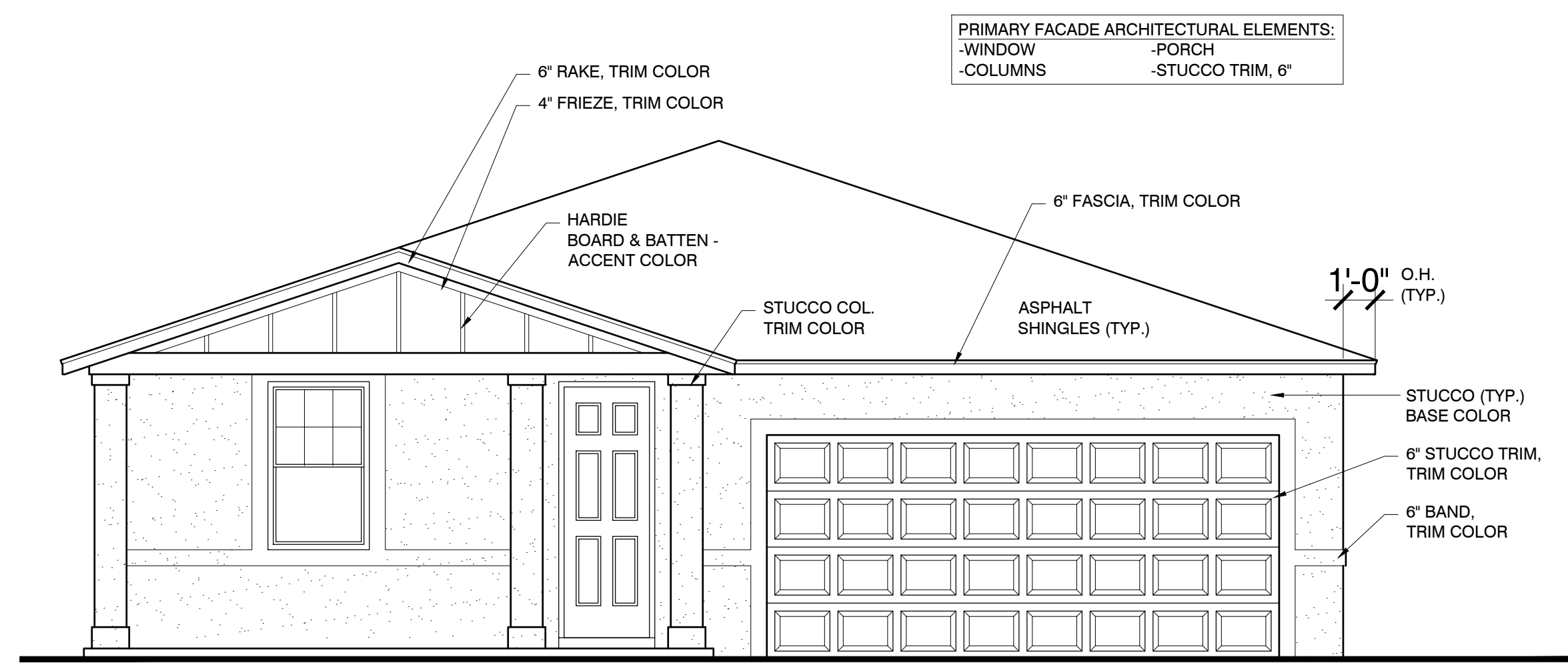


**Roof Plan**

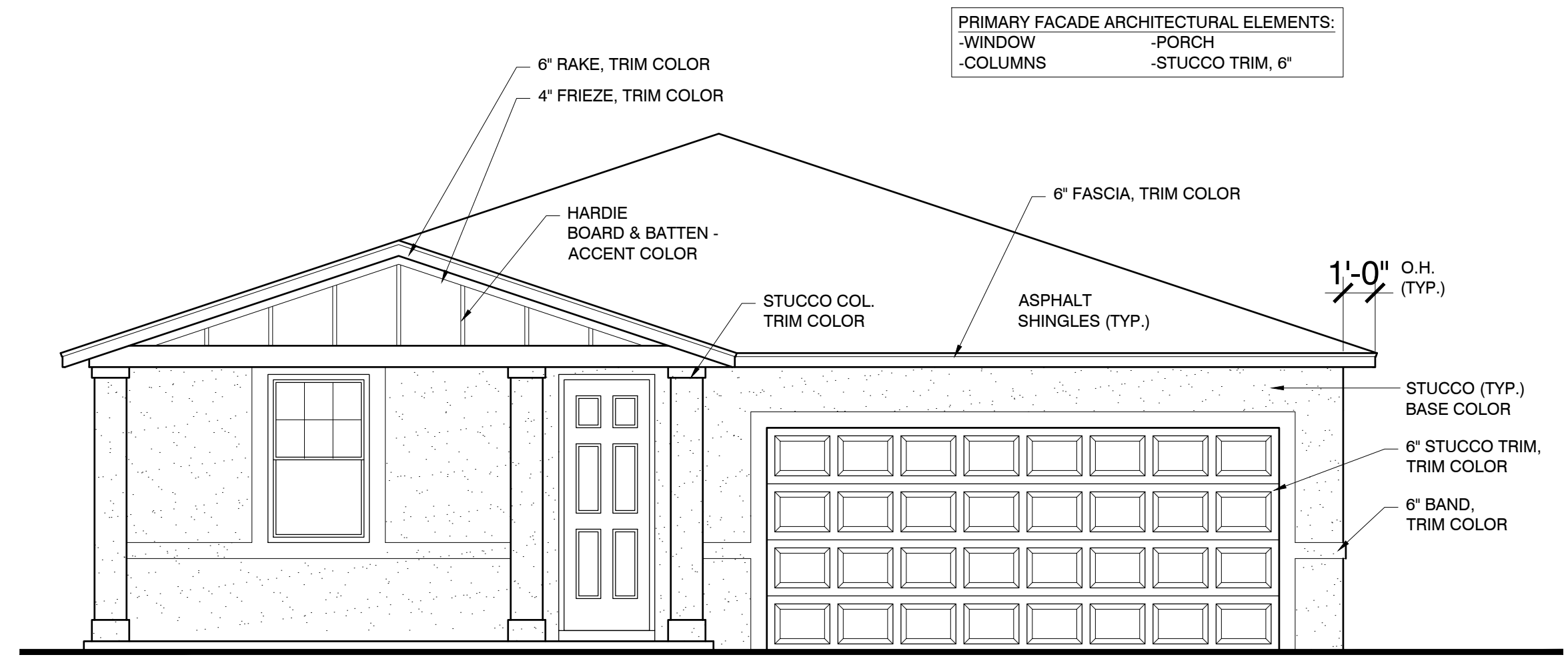


**4R05 (Formerly Bluebell)**

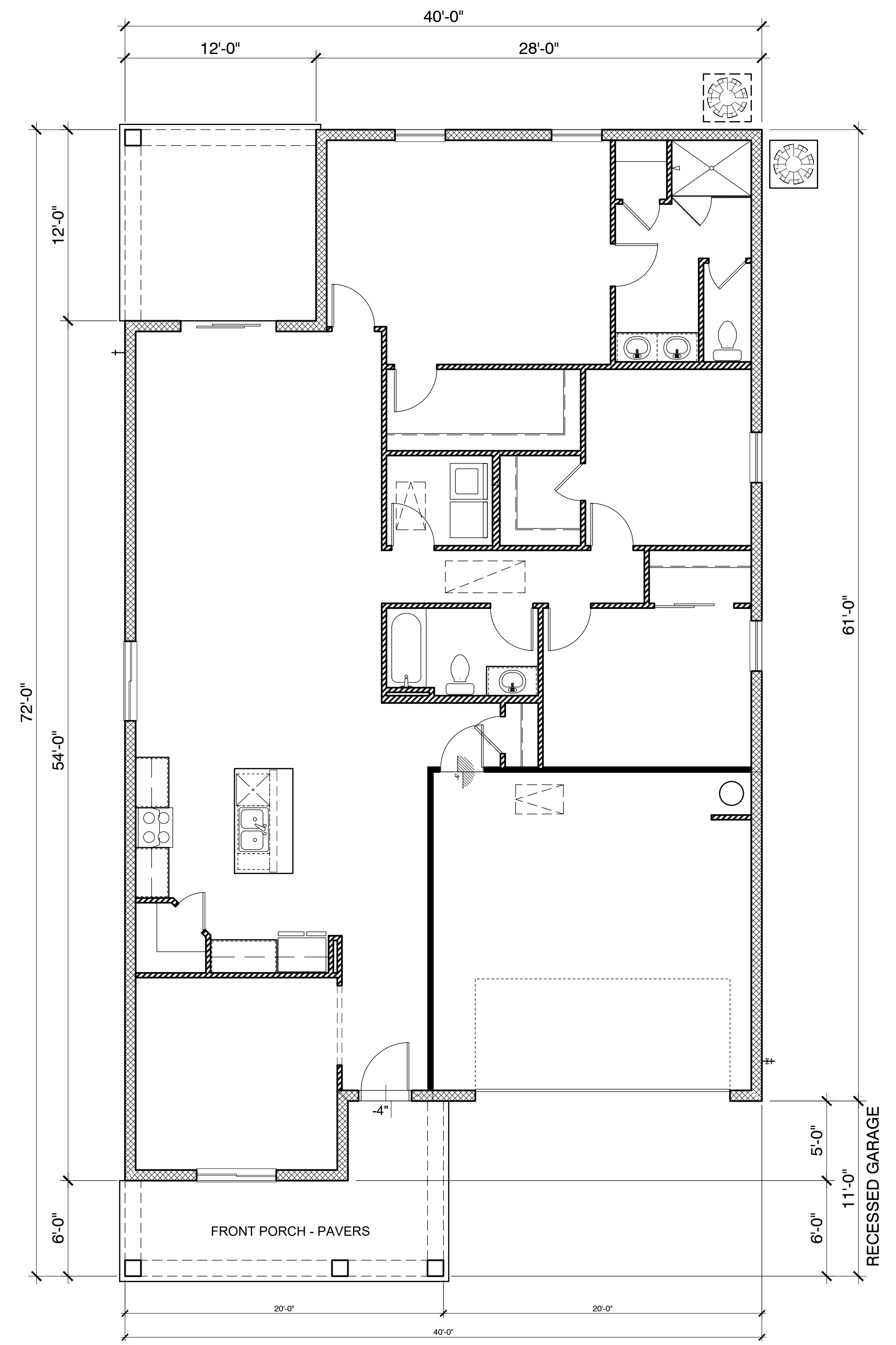




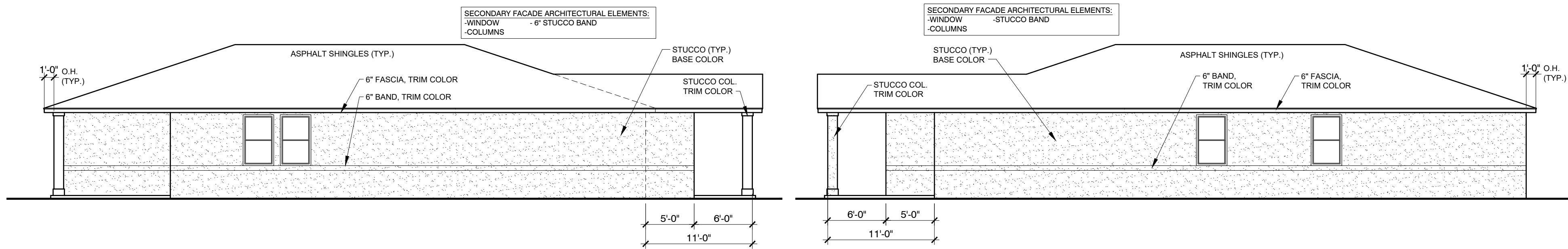
Elevation B



Elevation C

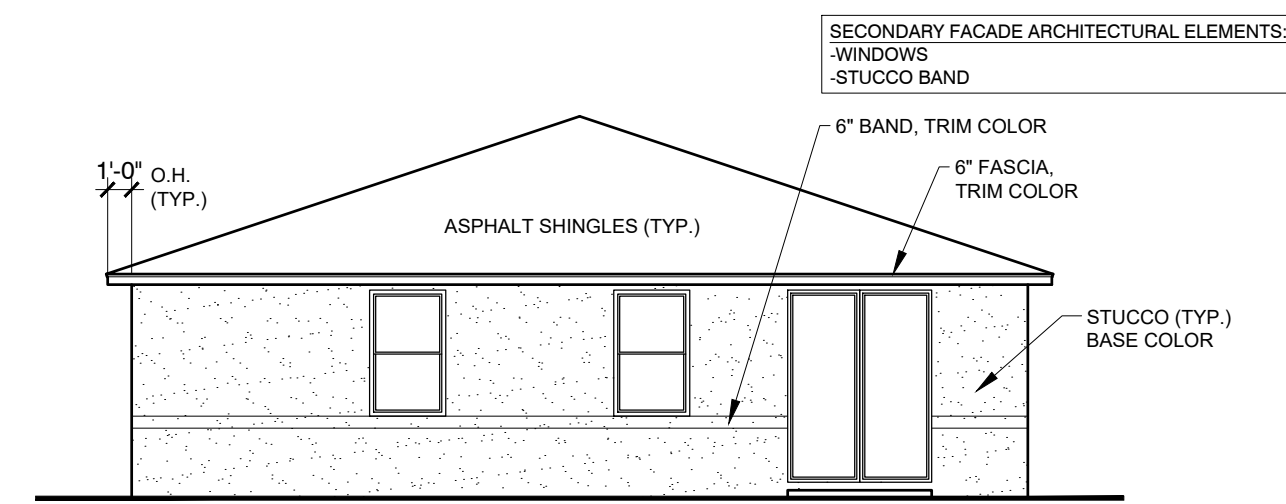


# 4R10 (Formerly Daphne)

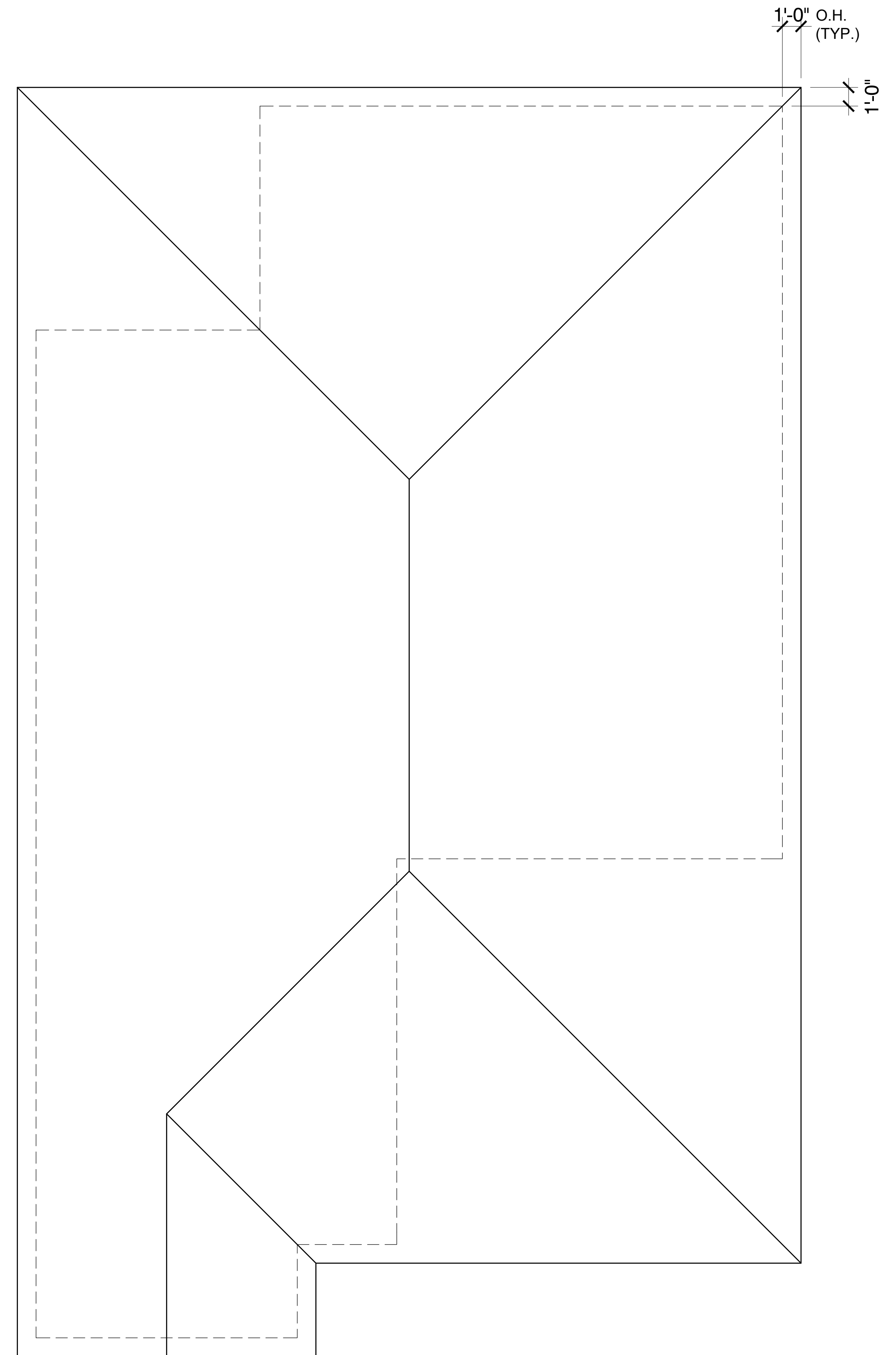


**Left Elevation**

**Right Elevation**



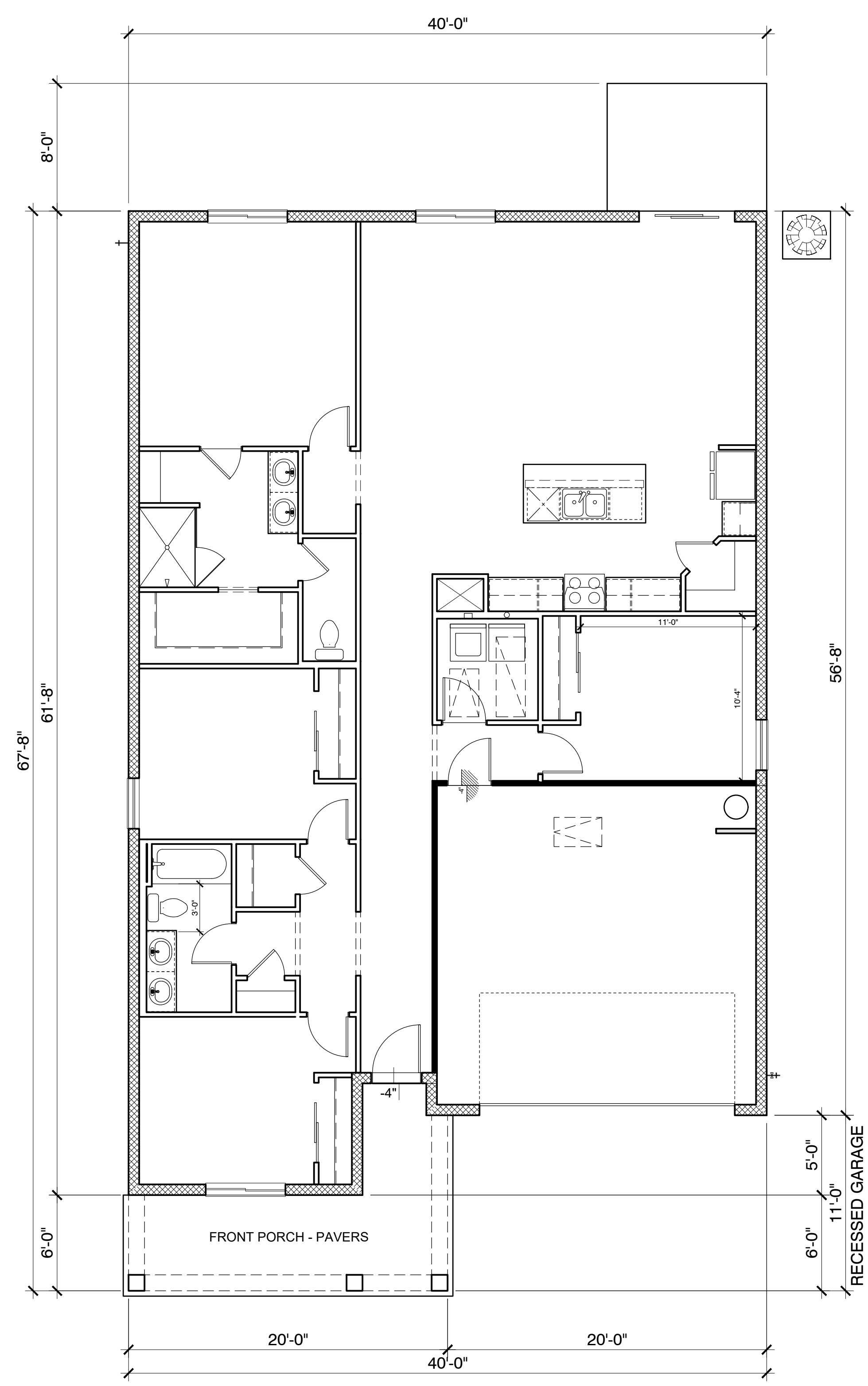
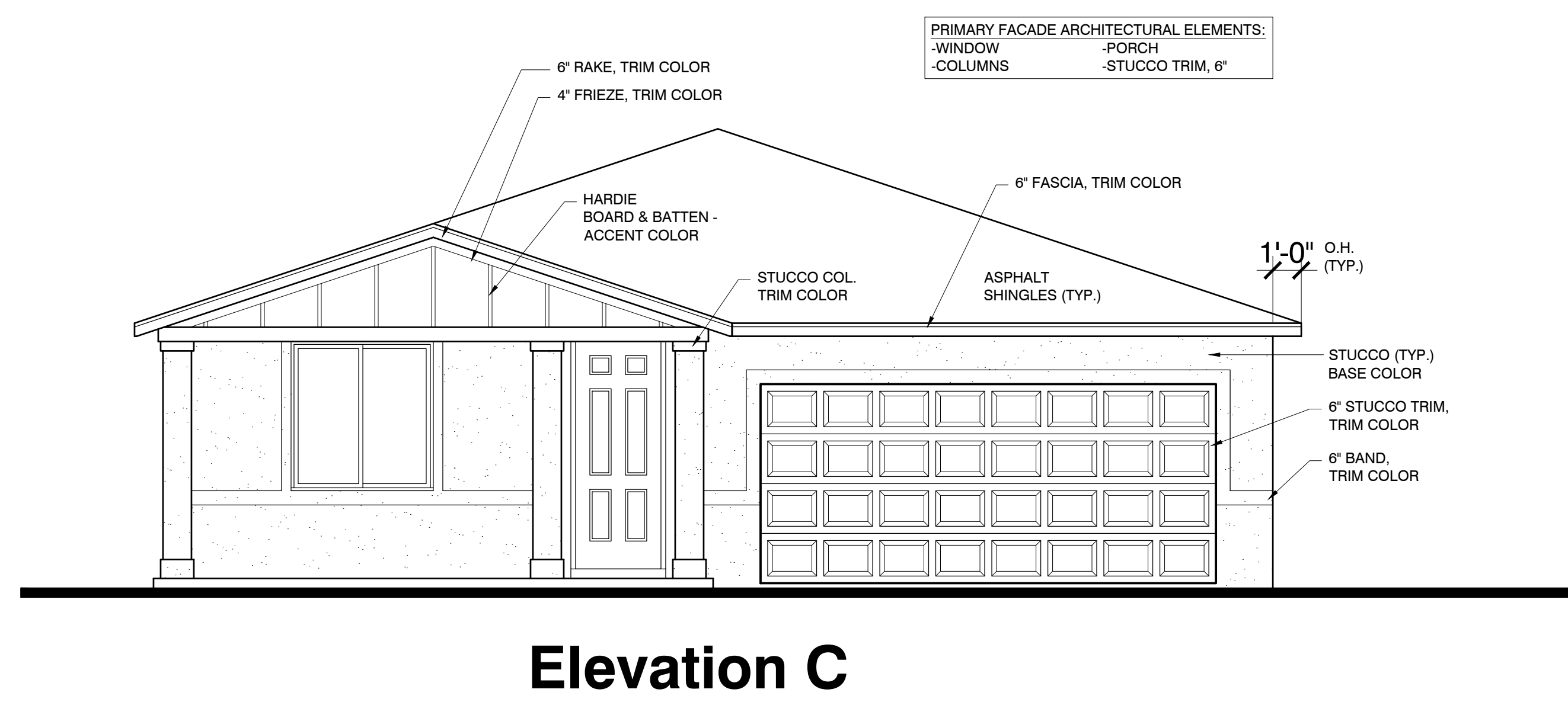
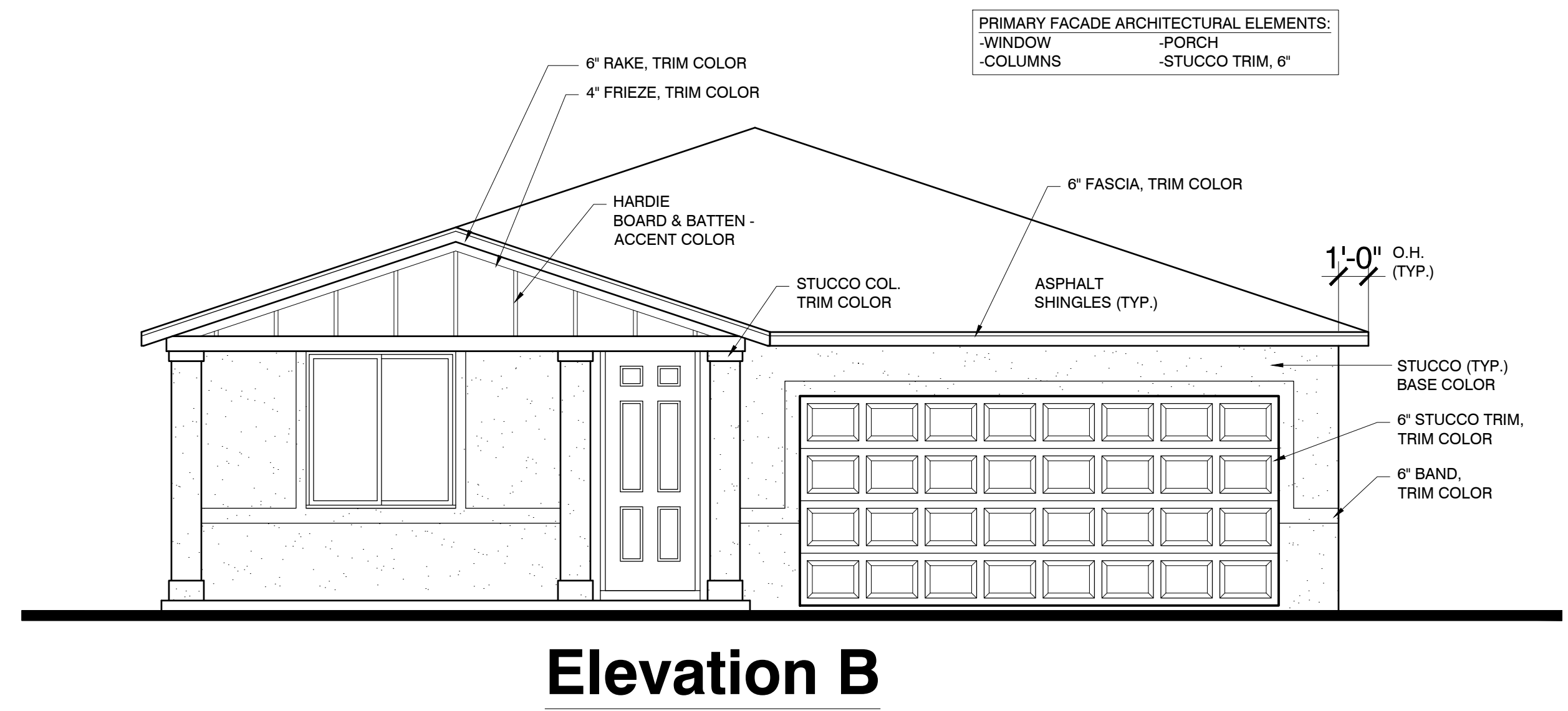
**Rear Elevation**



**Roof Plan**

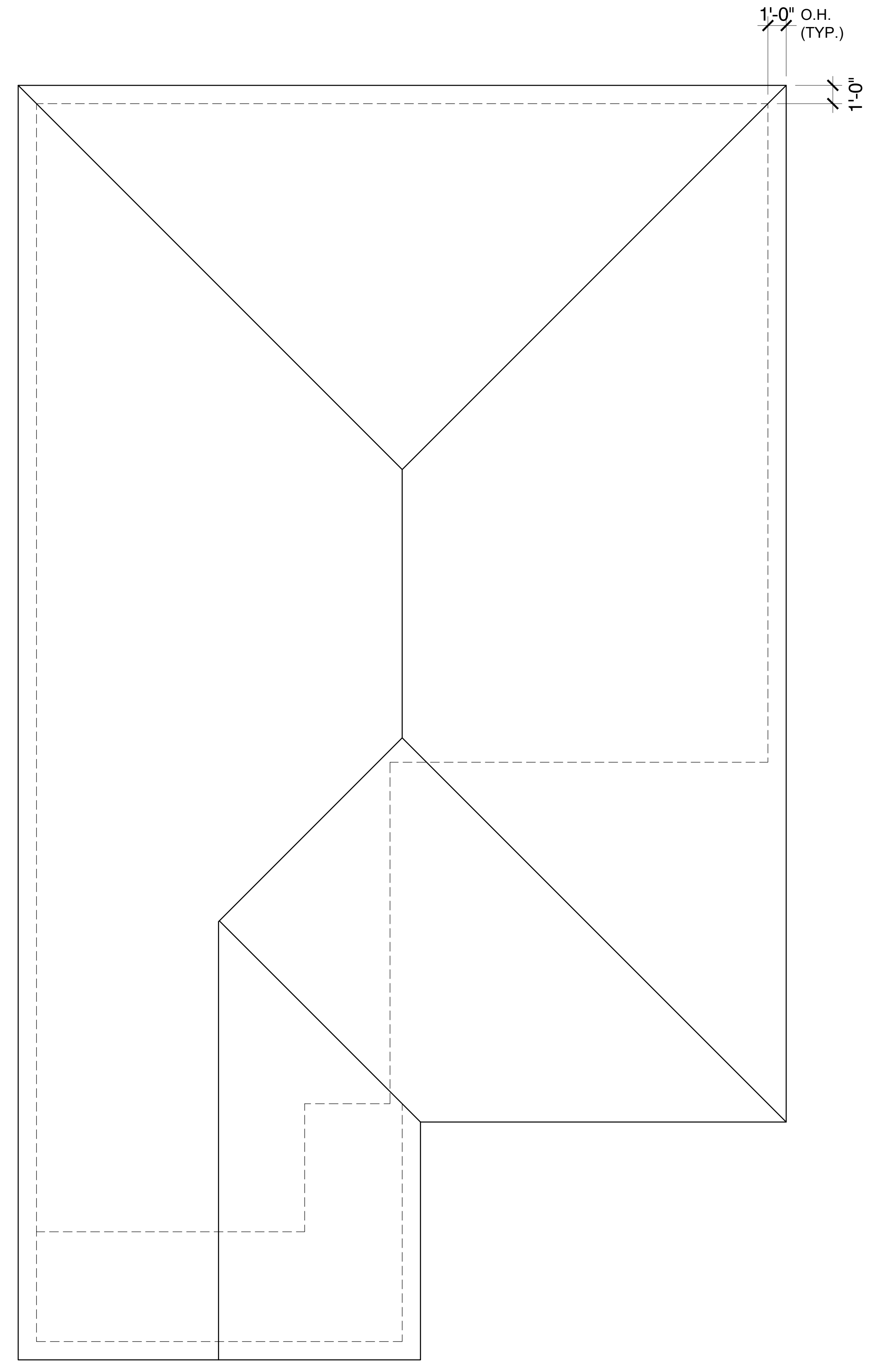
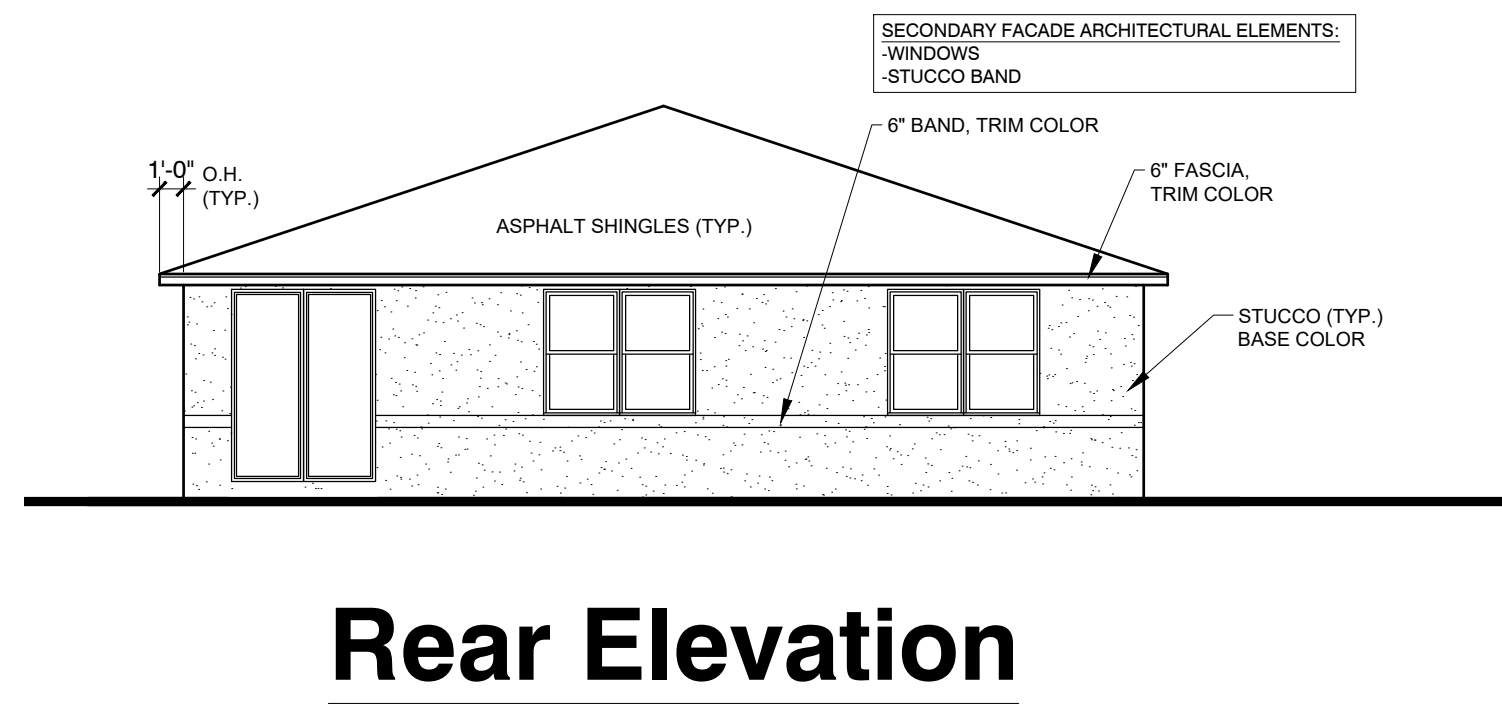
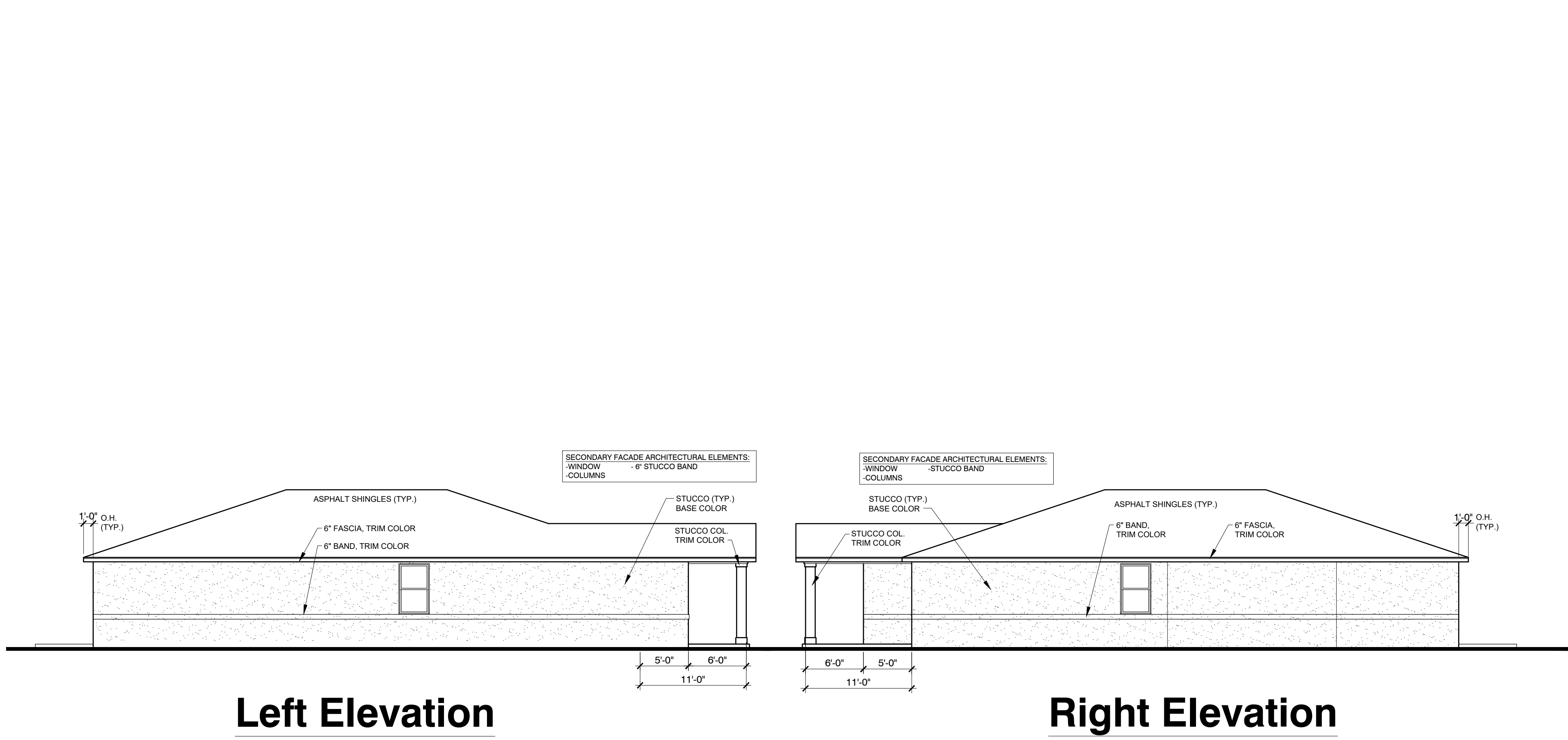


**4R10 (Formerly Daphne)**



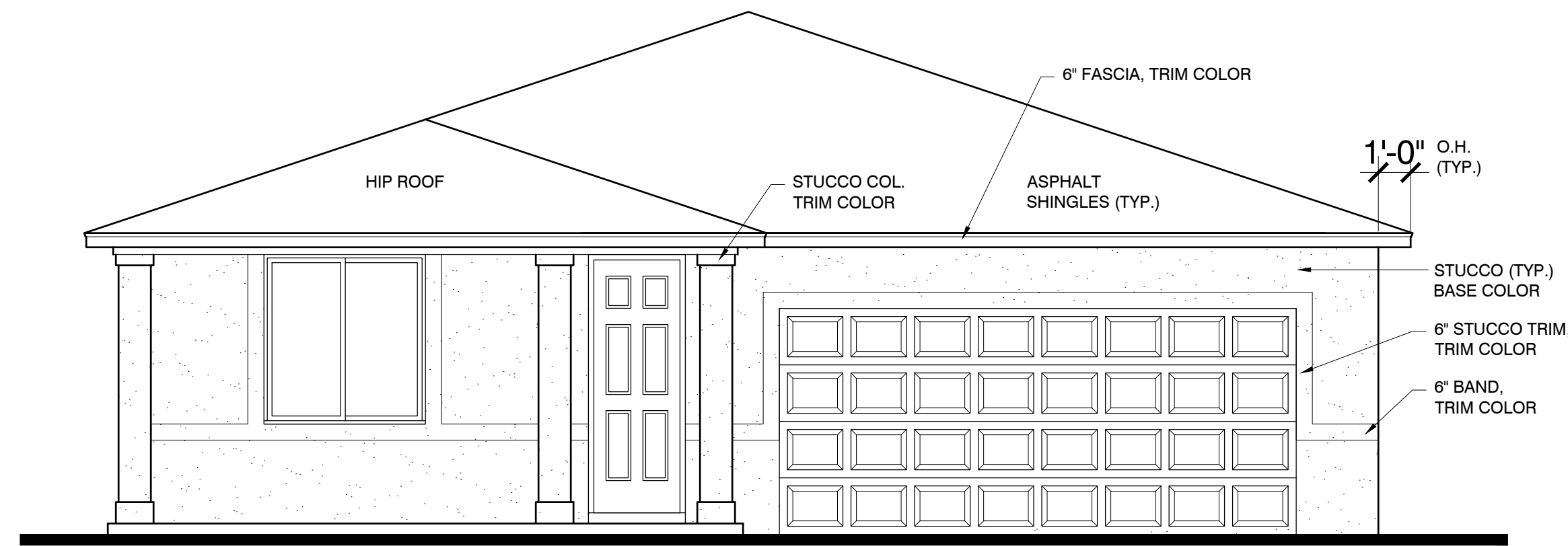
4R15 1,904 S.F.

**Meritage Homes** 4R15 (Formerly Foxglove)



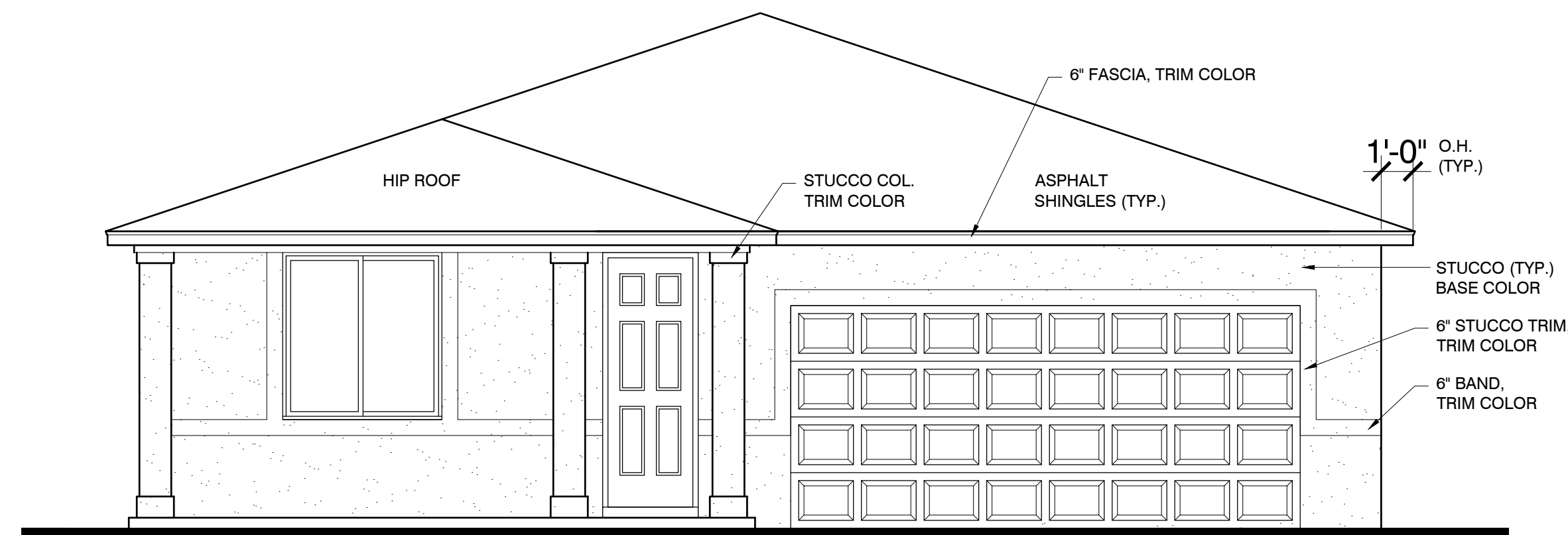
# 4R15 (Formerly Foxglove)

PRIMARY FACADE ARCHITECTURAL ELEMENTS:  
-WINDOW  
-PORCH  
-COLUMNS  
-STUCCO TRIM, 6"

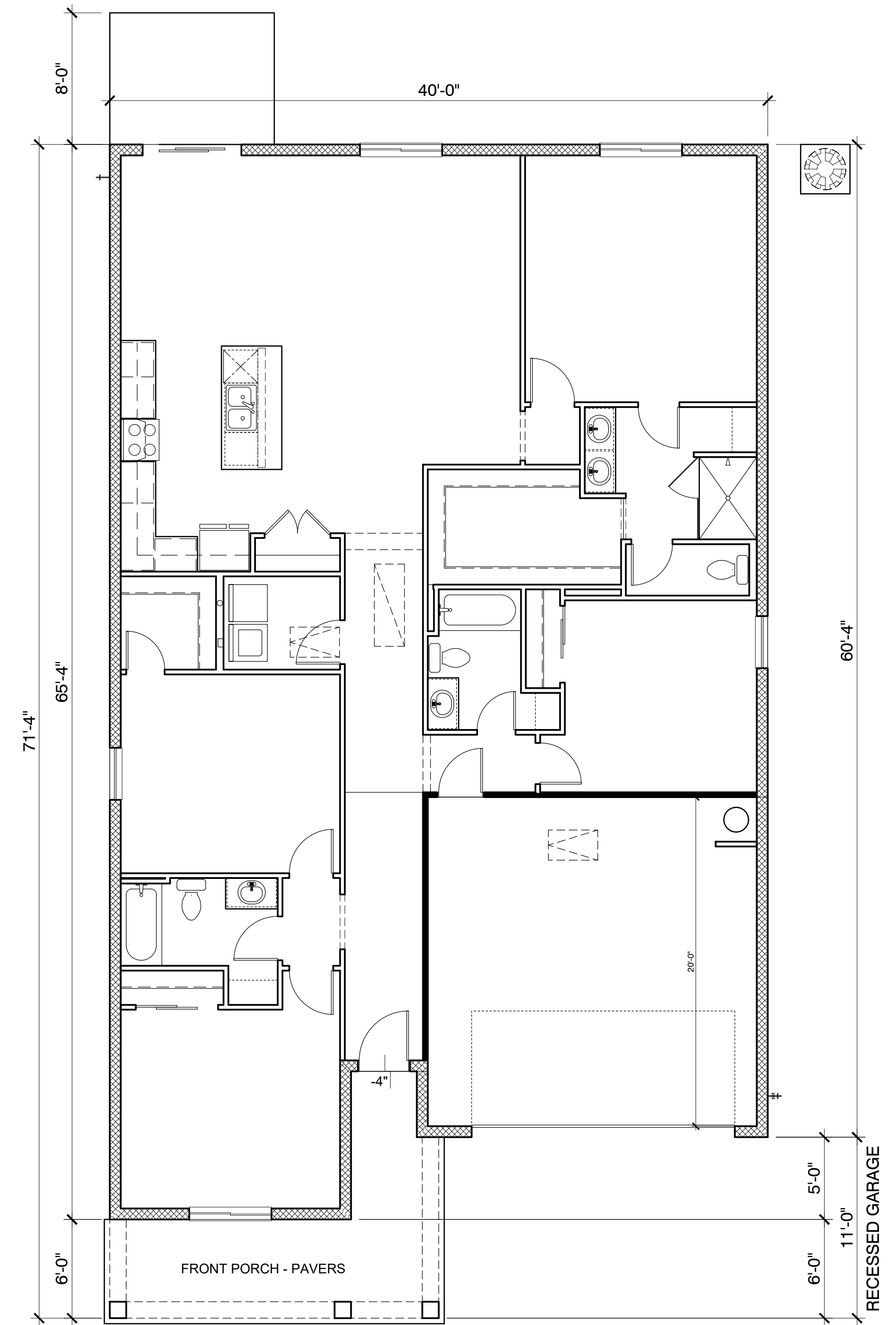


**Elevation B**

PRIMARY FACADE ARCHITECTURAL ELEMENTS:  
-WINDOW  
-PORCH  
-COLUMNS  
-STUCCO TRIM, 6"



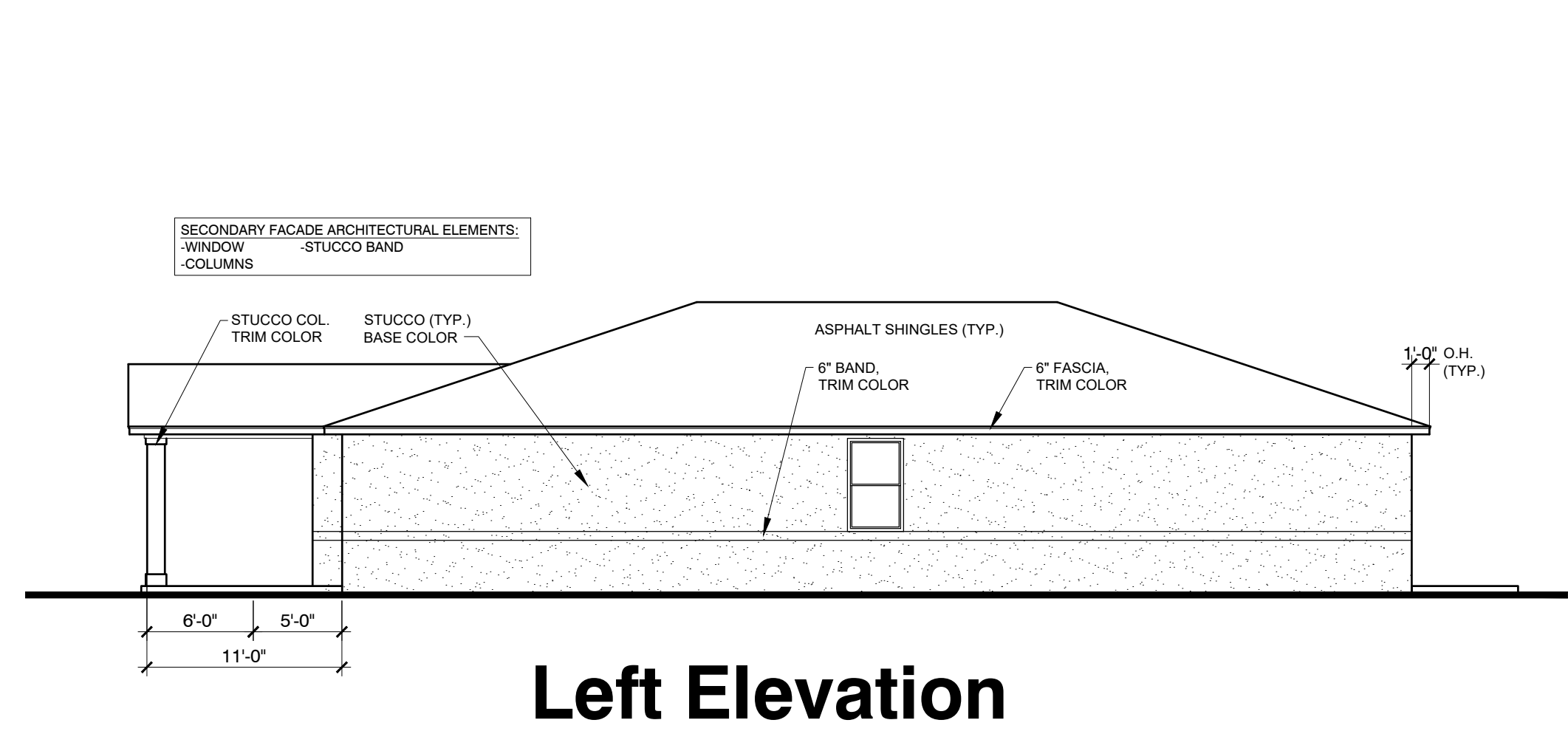
**Elevation C**



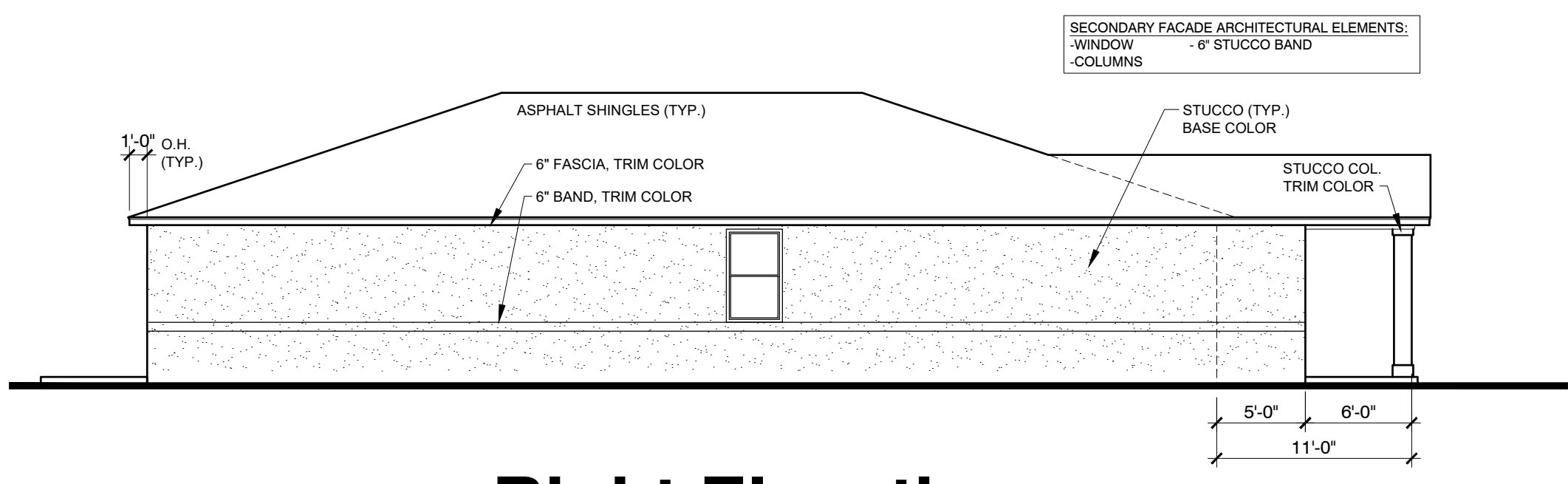
**4R20 2,041 S.F.**



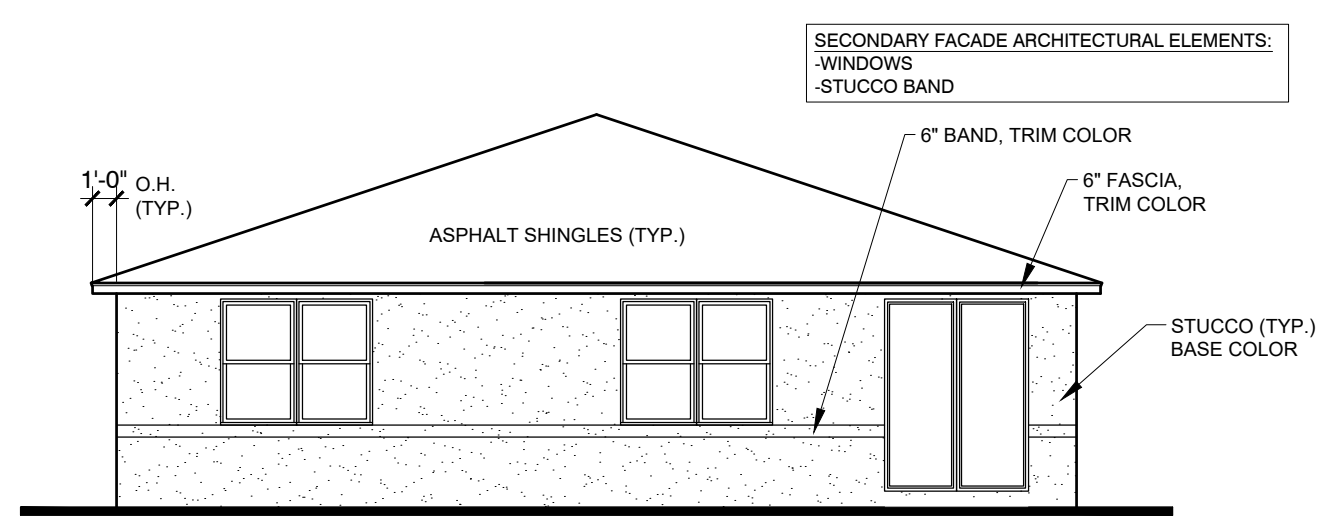
**4R20 (Formerly Hibiscus)**



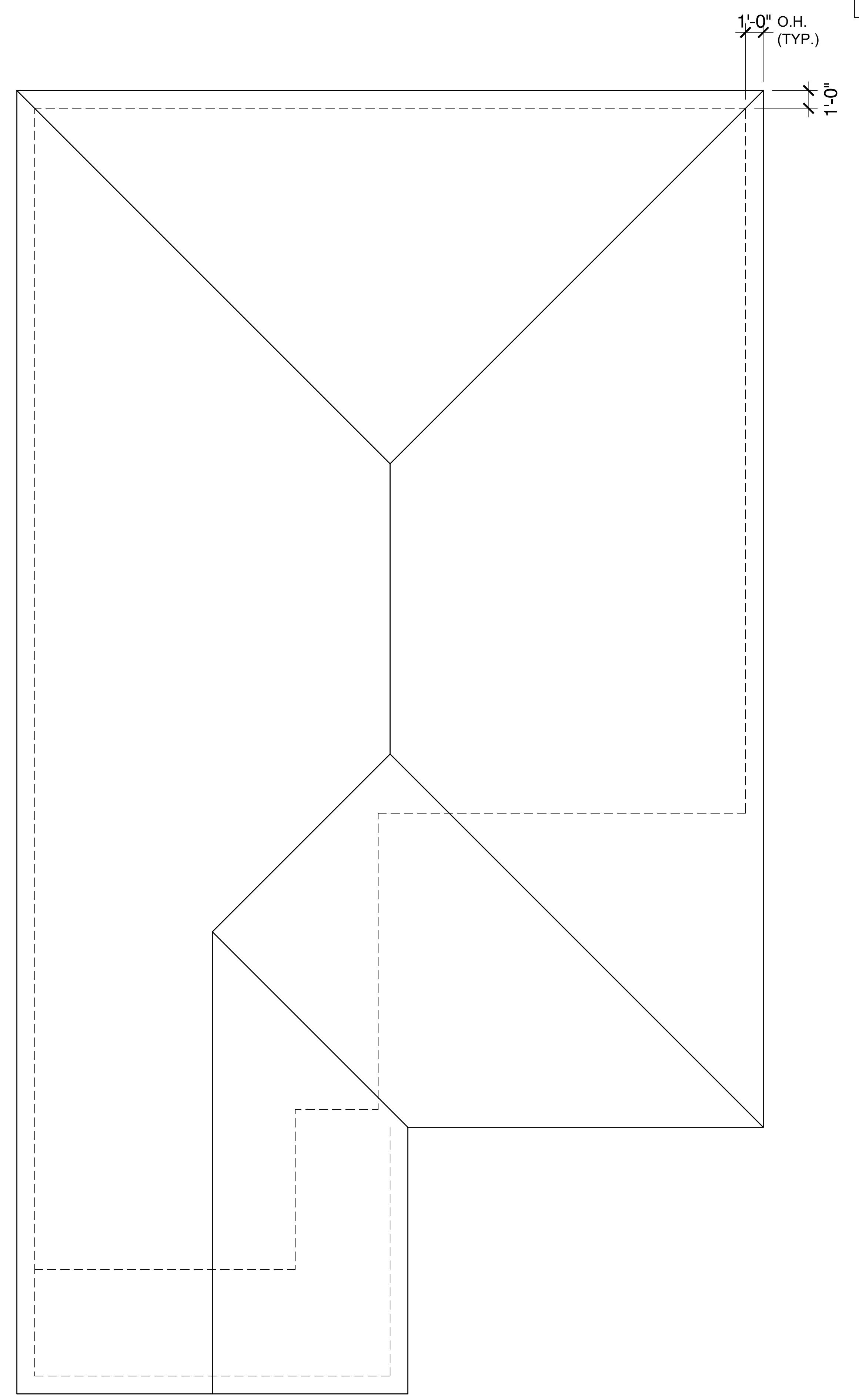
**Left Elevation**



**Right Elevation**



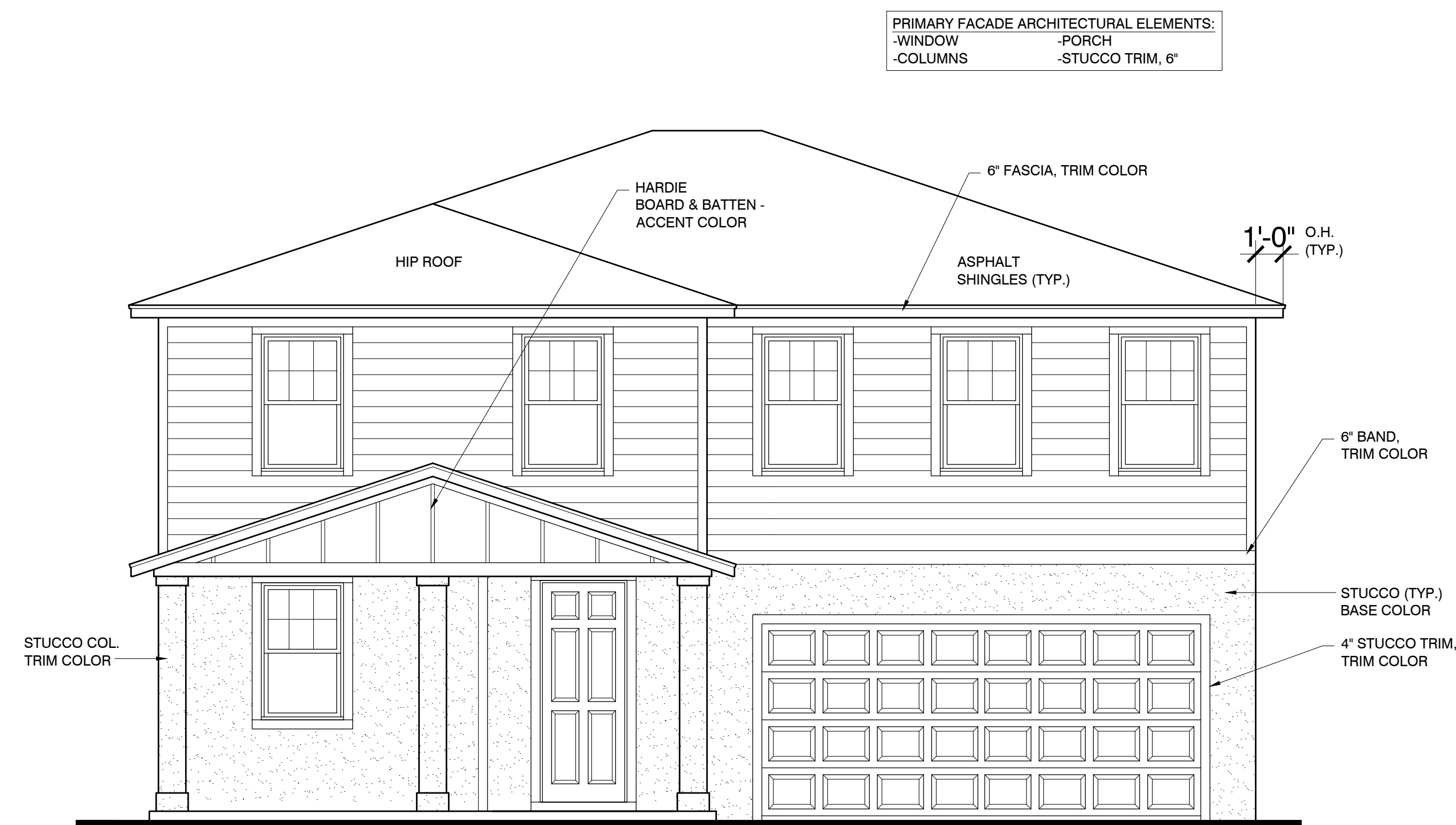
**Rear Elevation**



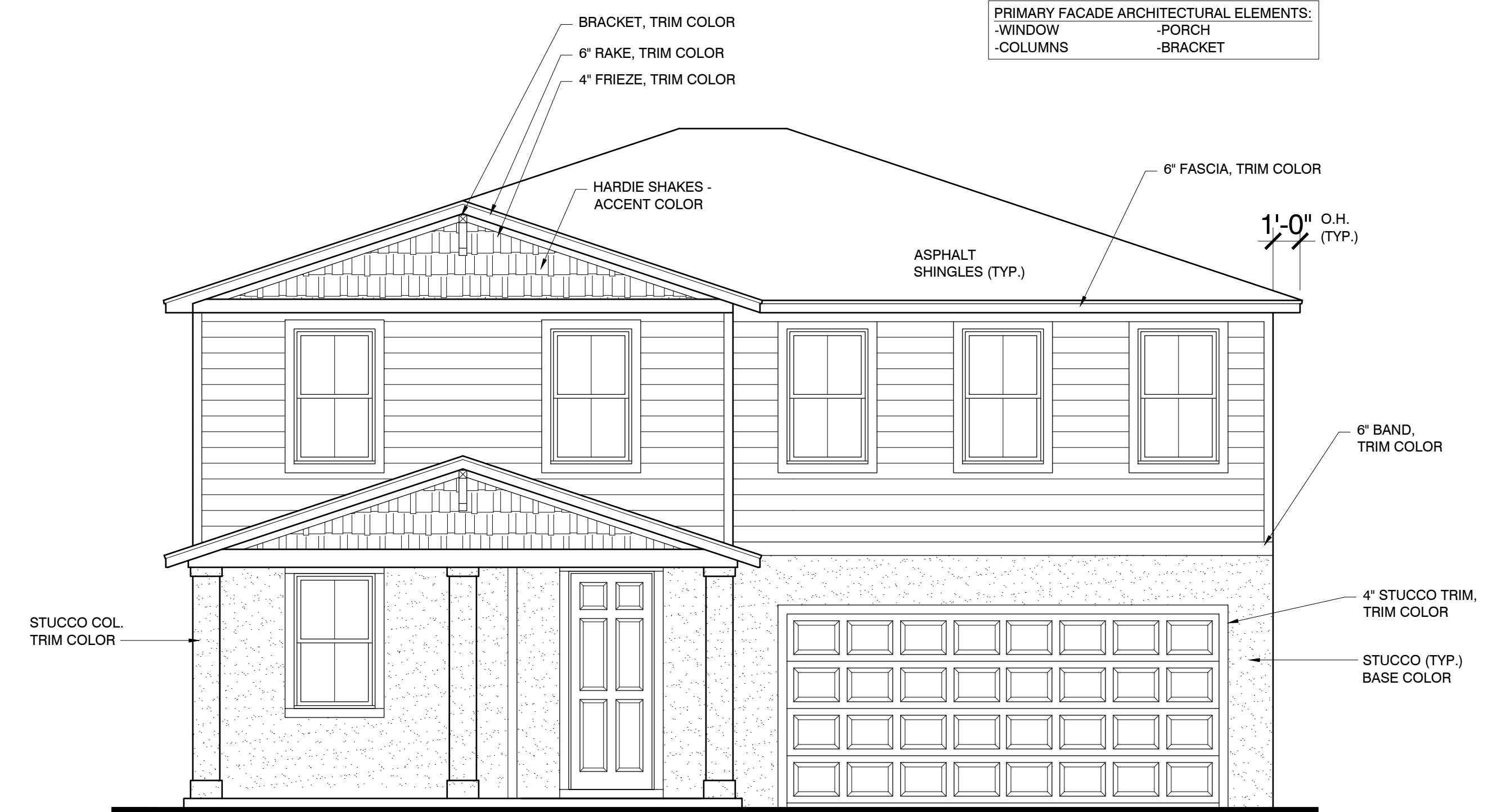
**Roof Plan**



# 4R15 (Formerly Foxglove)



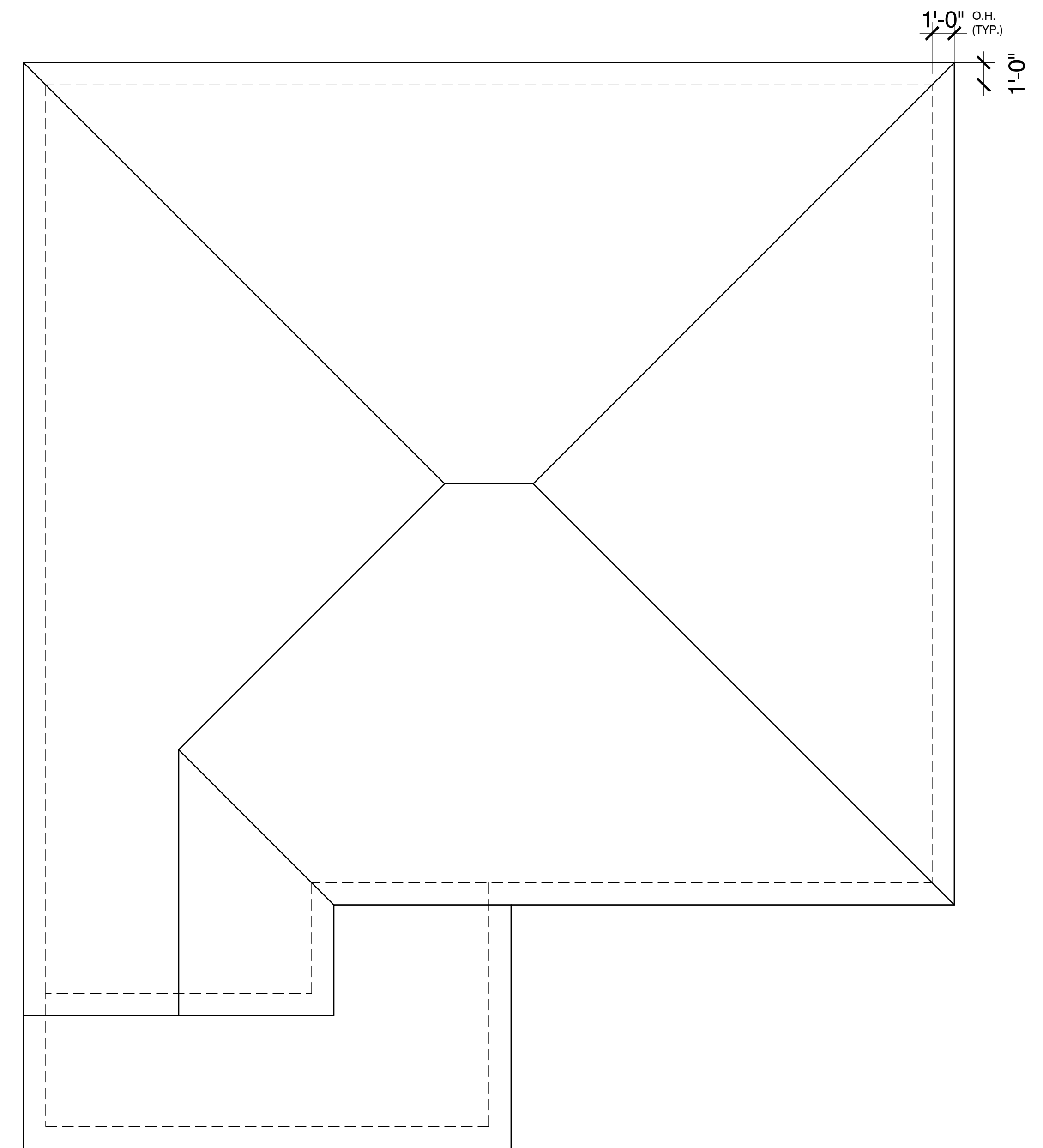
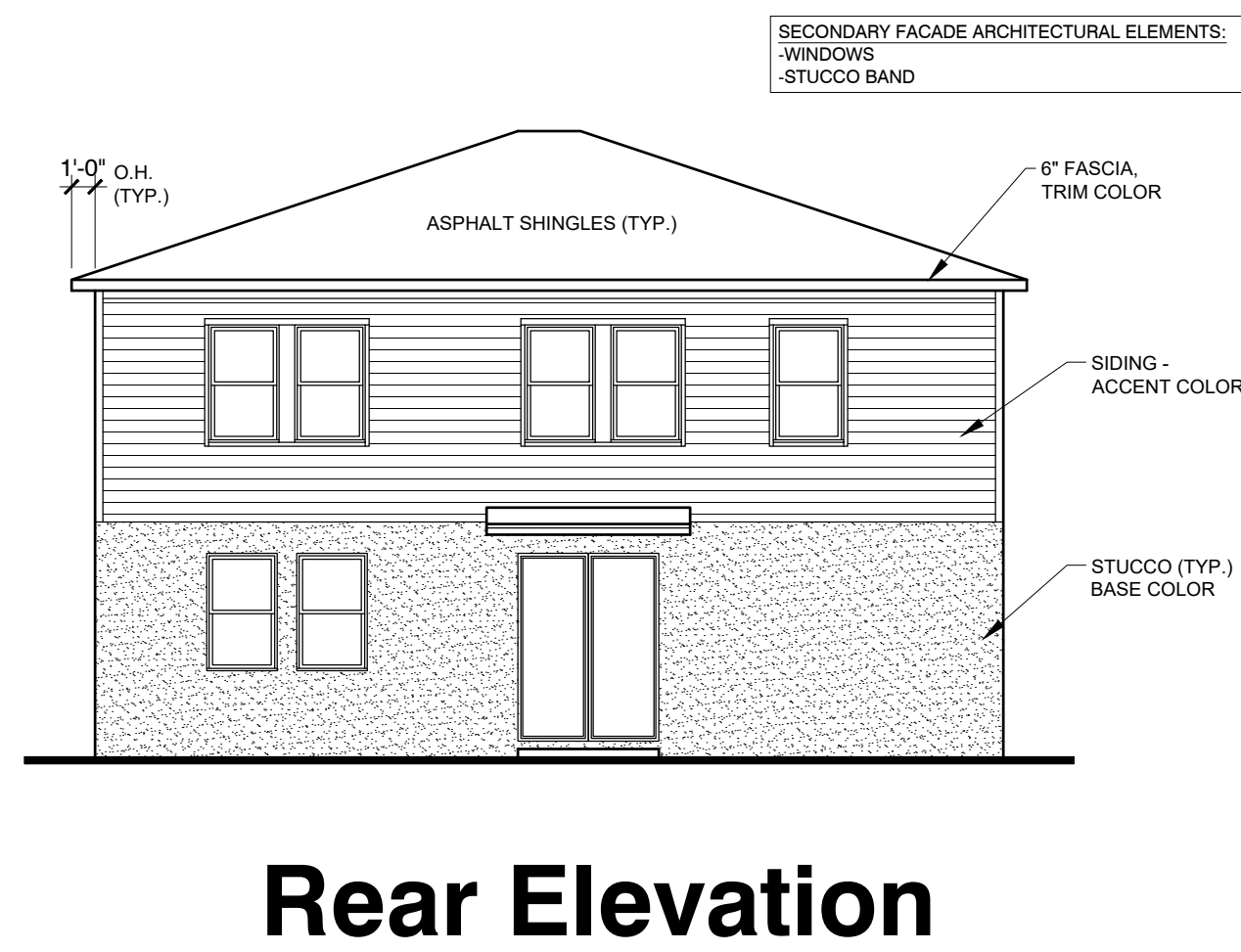
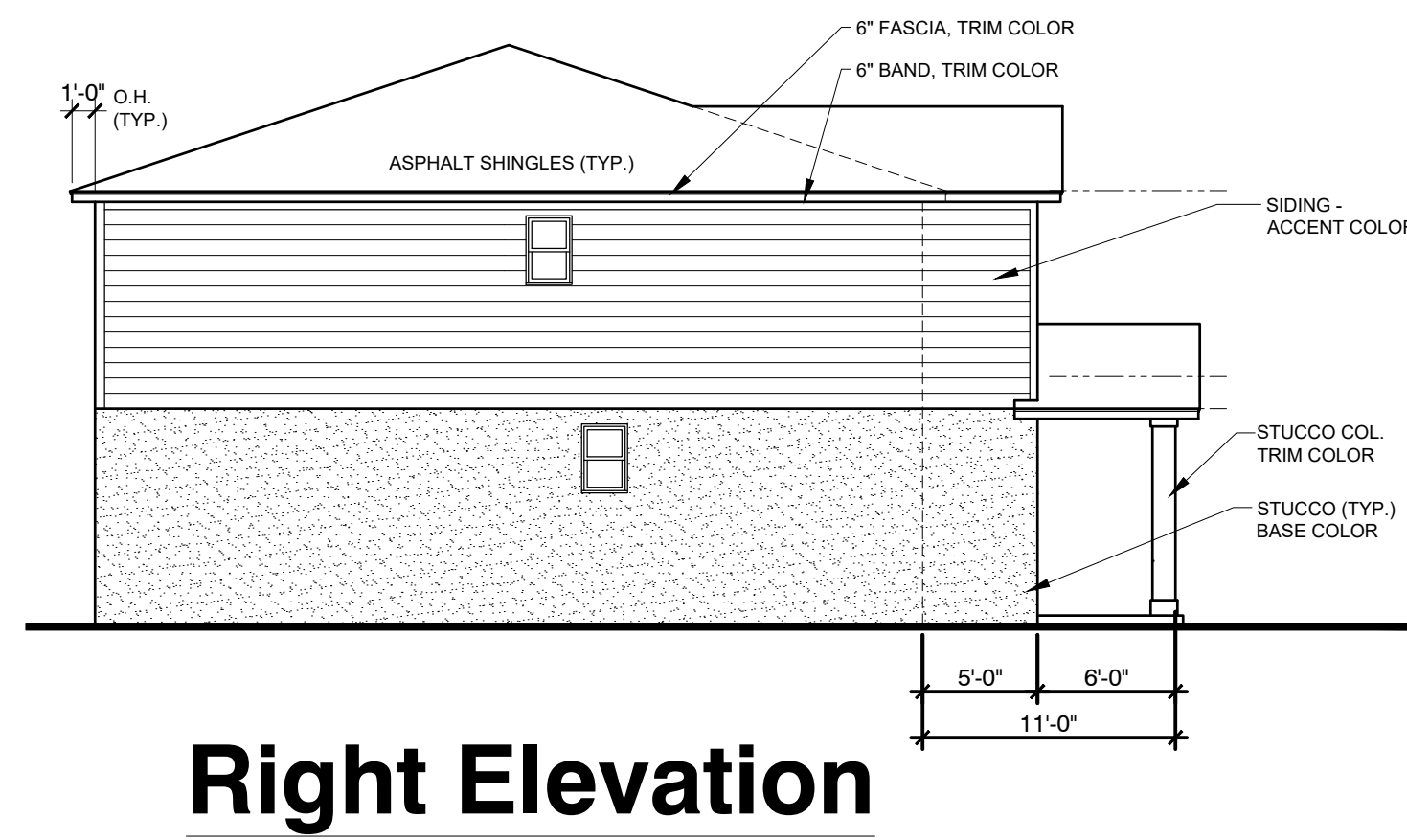
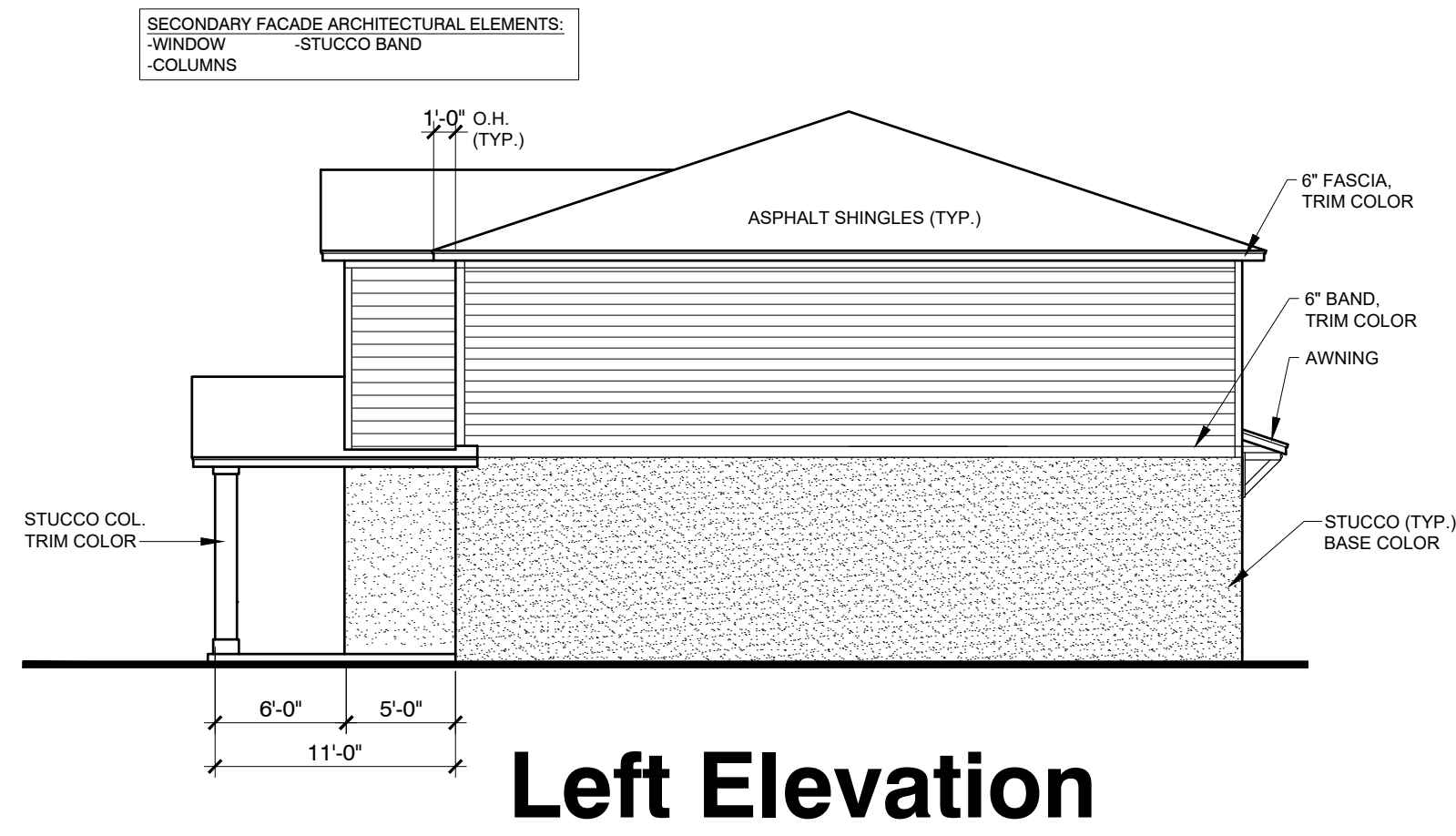
**Elevation B**



**Elevation C**

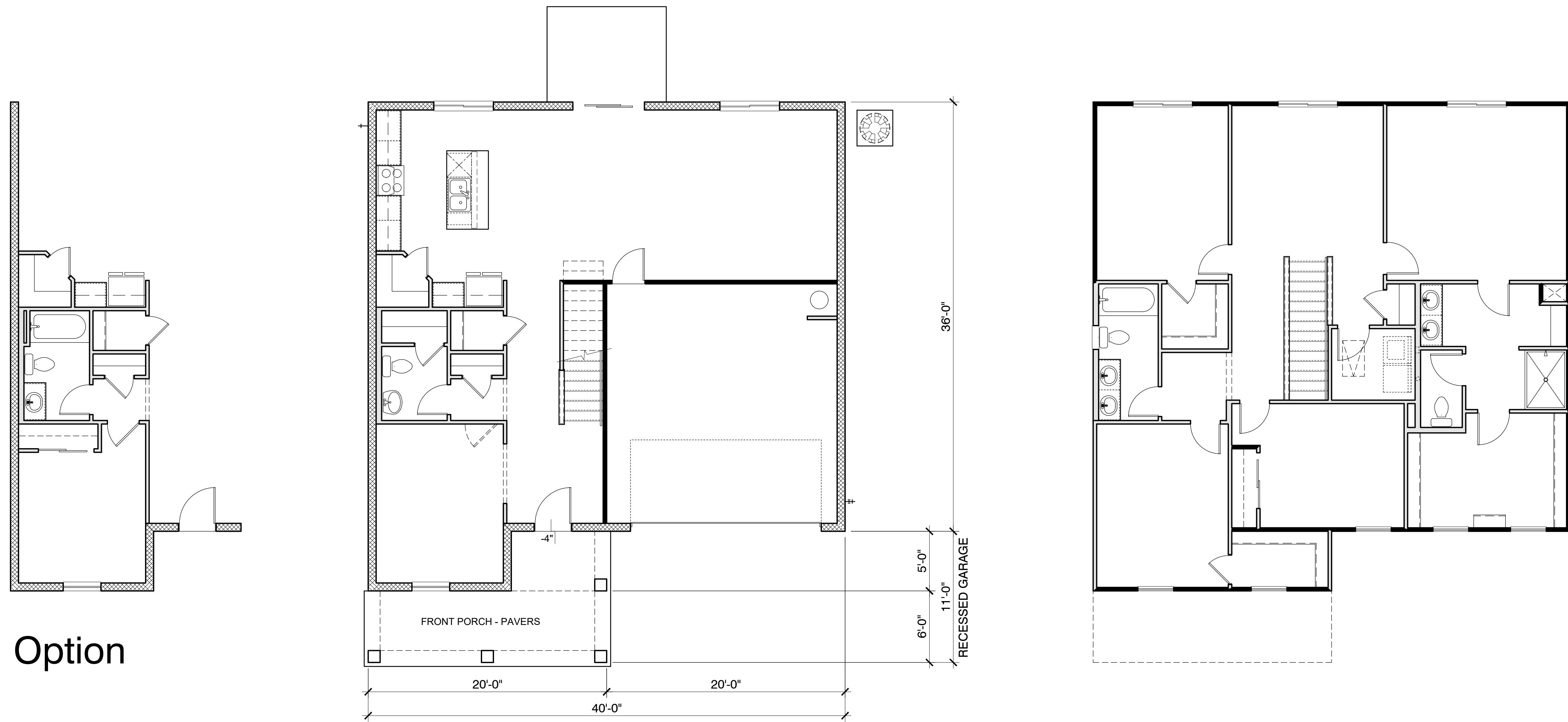


# 4R60 (Formerly Marigold)

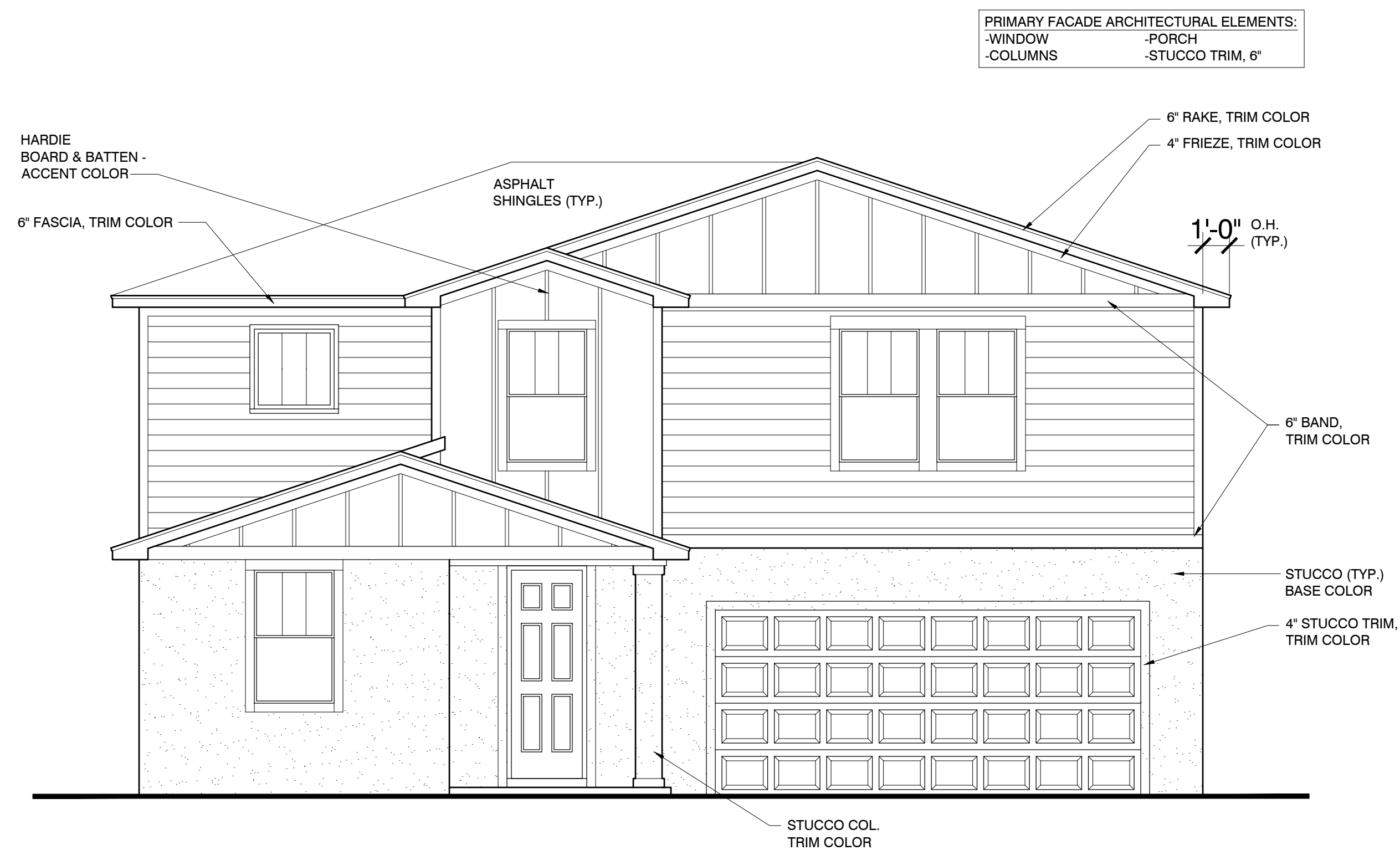


# 4R60 (Formerly Marigold)

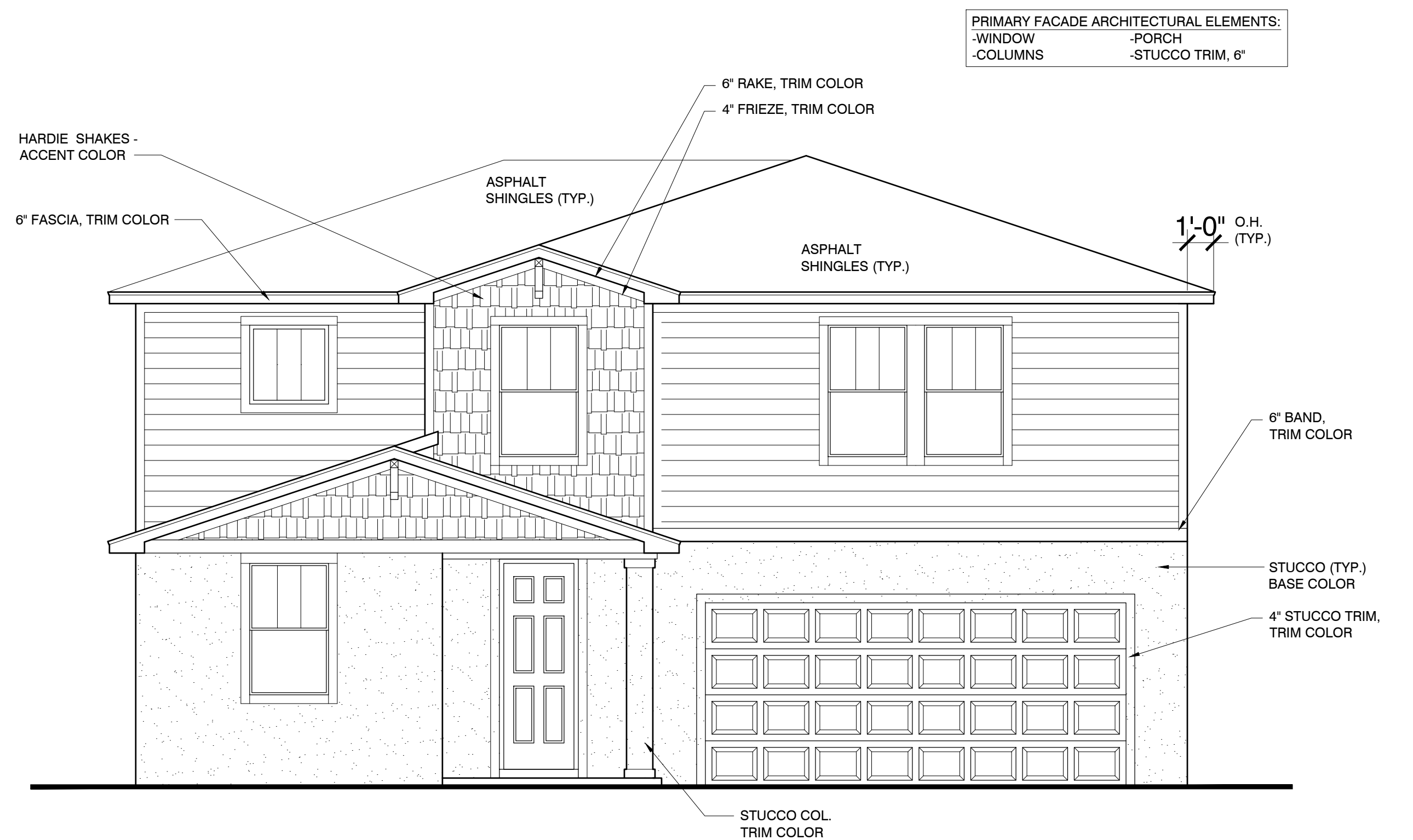




# 4R60 (Formerly Marigold)



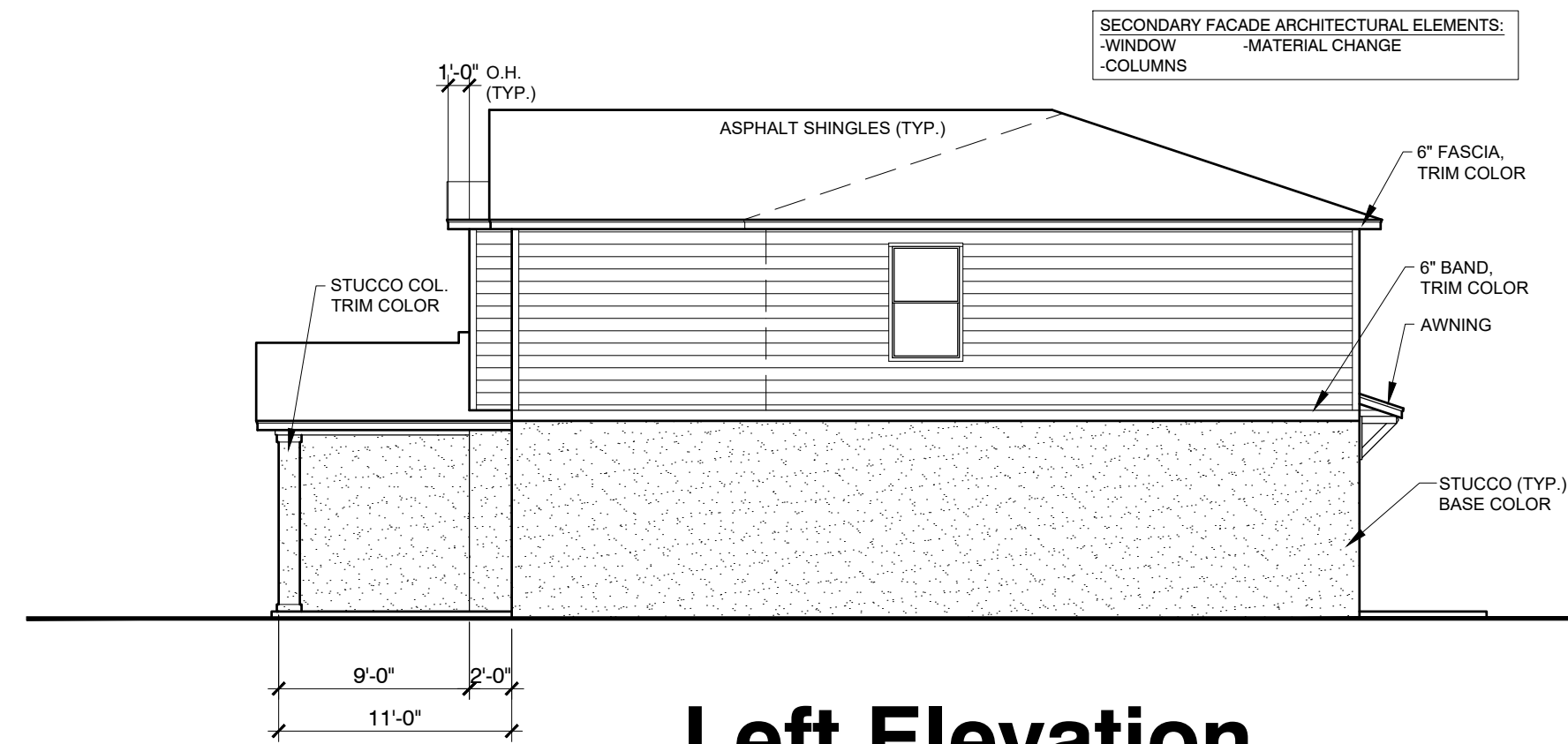
**Elevation B**



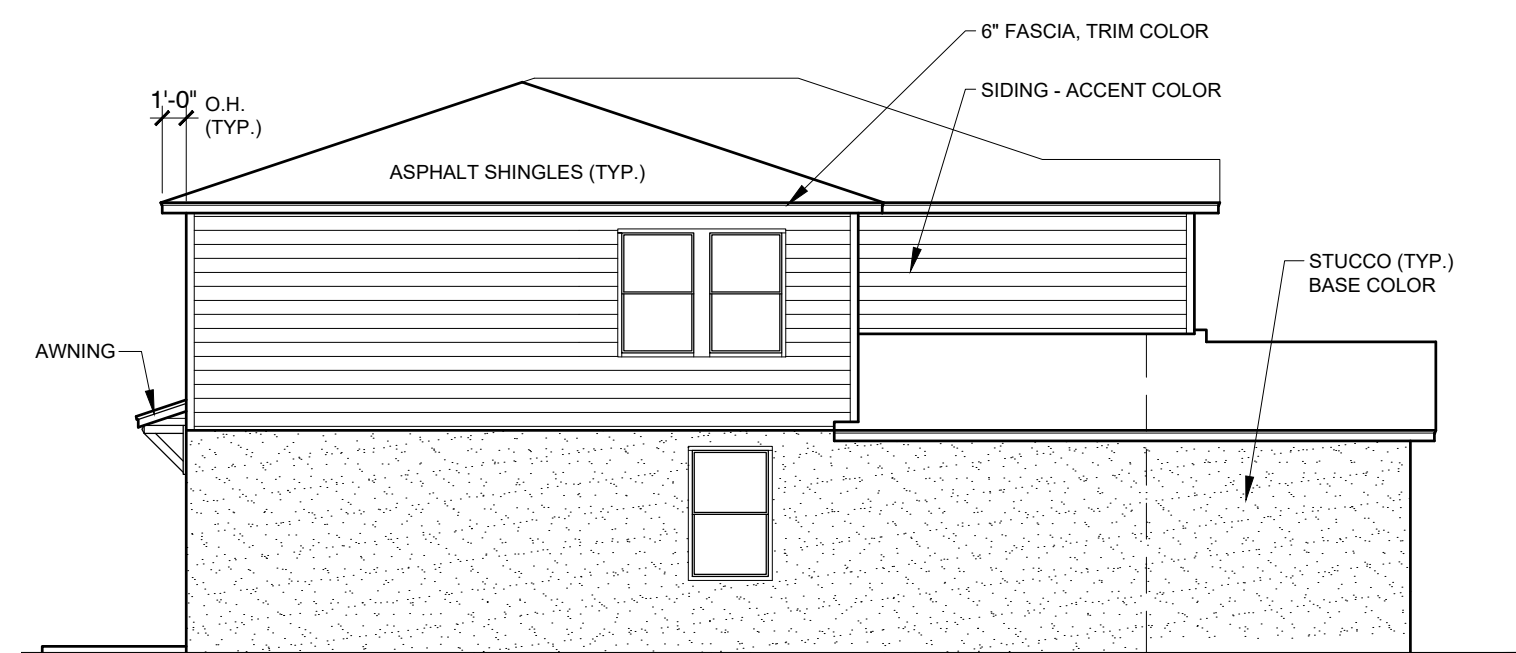
**Elevation C**



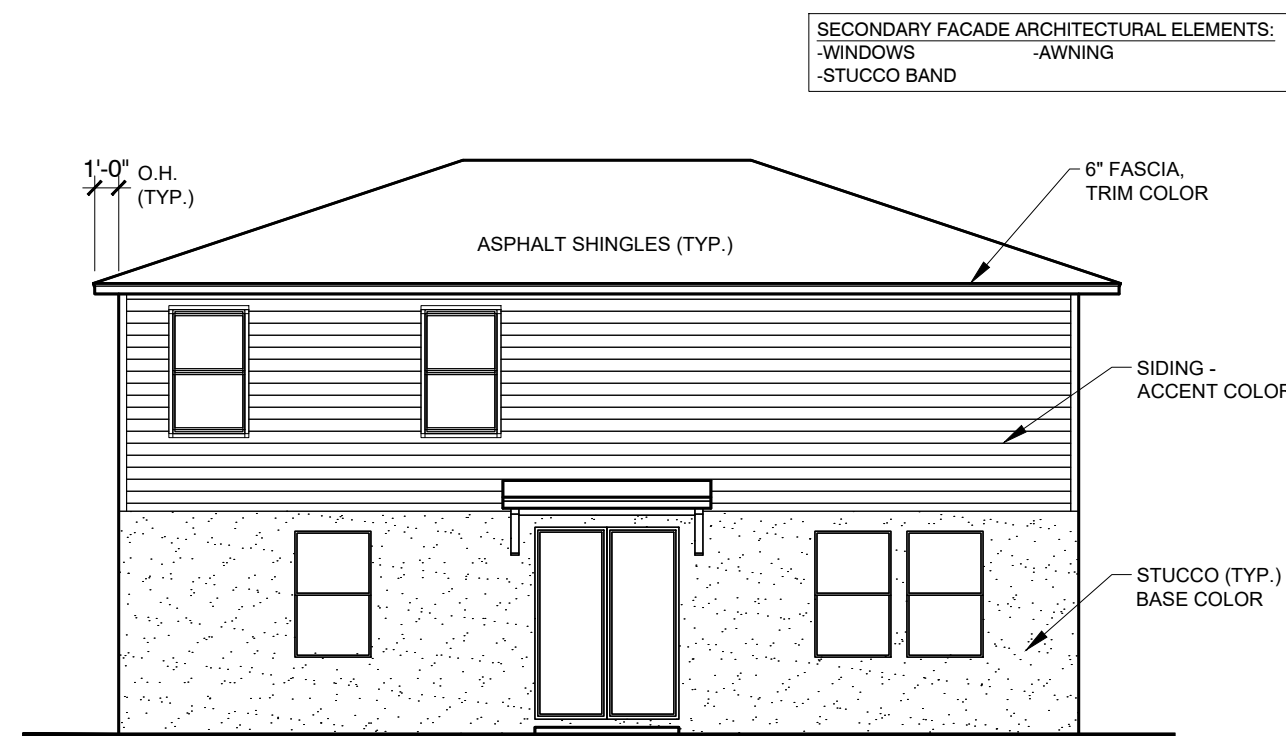
# 4R70 (Formerly Primrose)



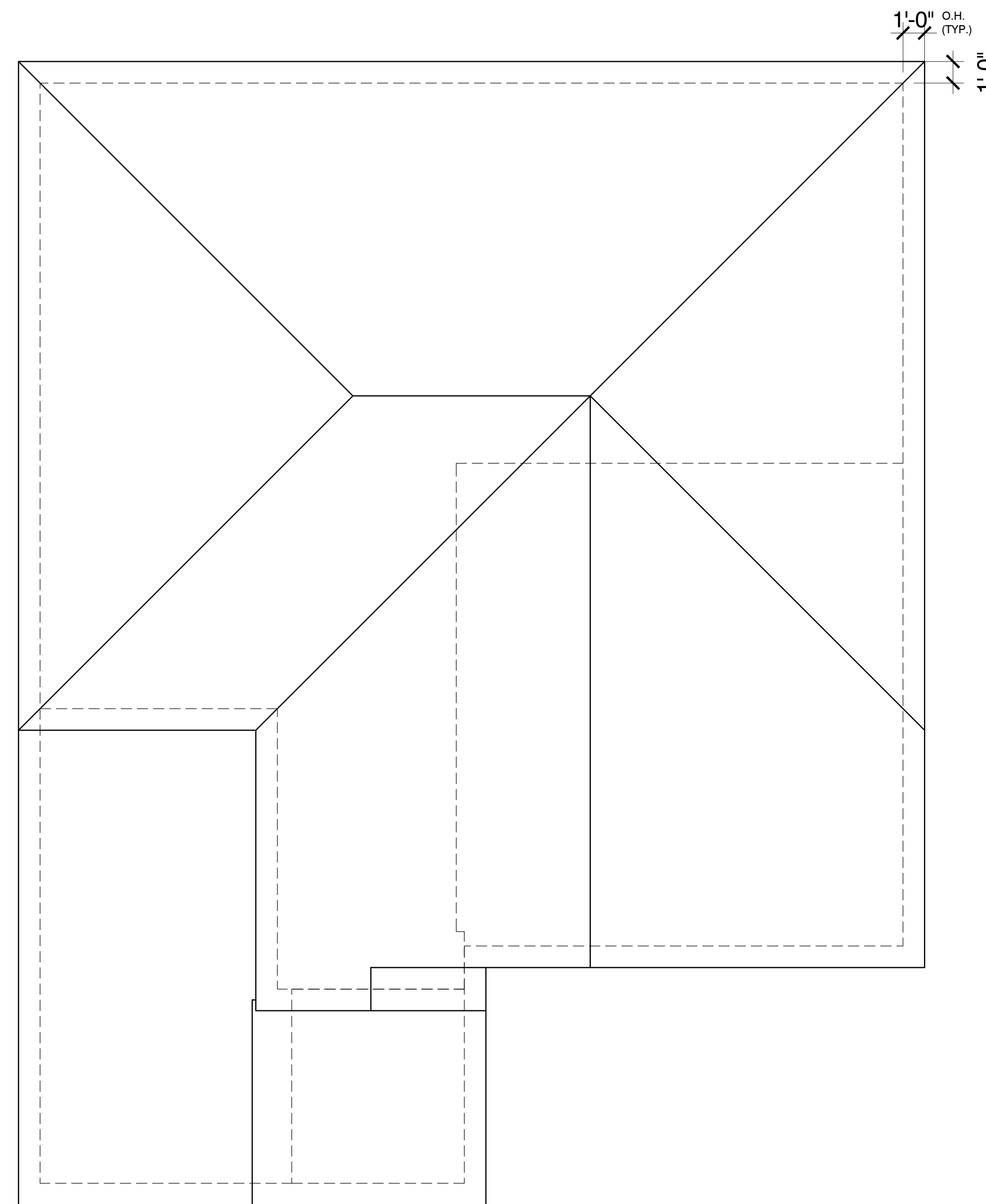
**Left Elevation**



**Right Elevation**



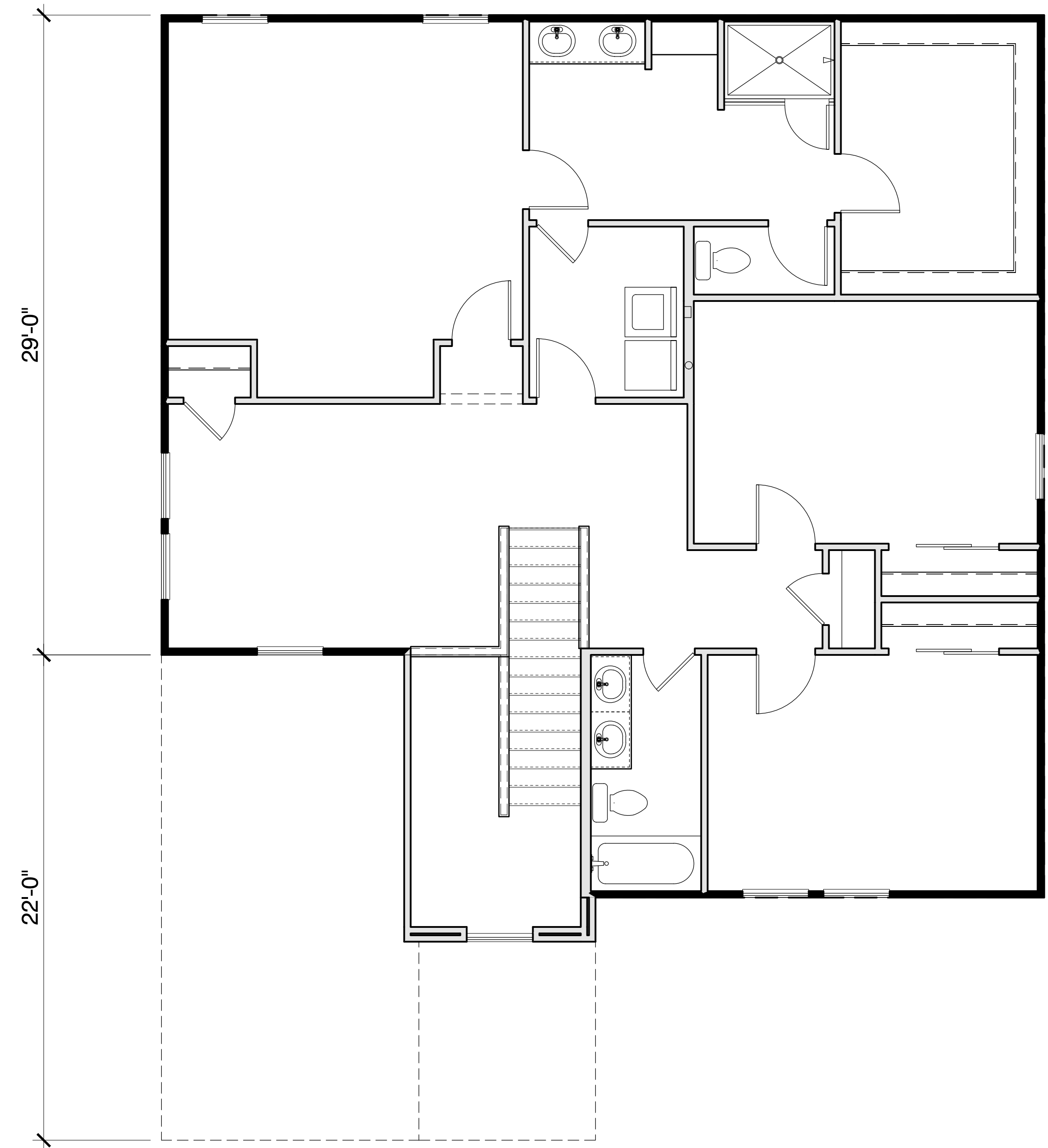
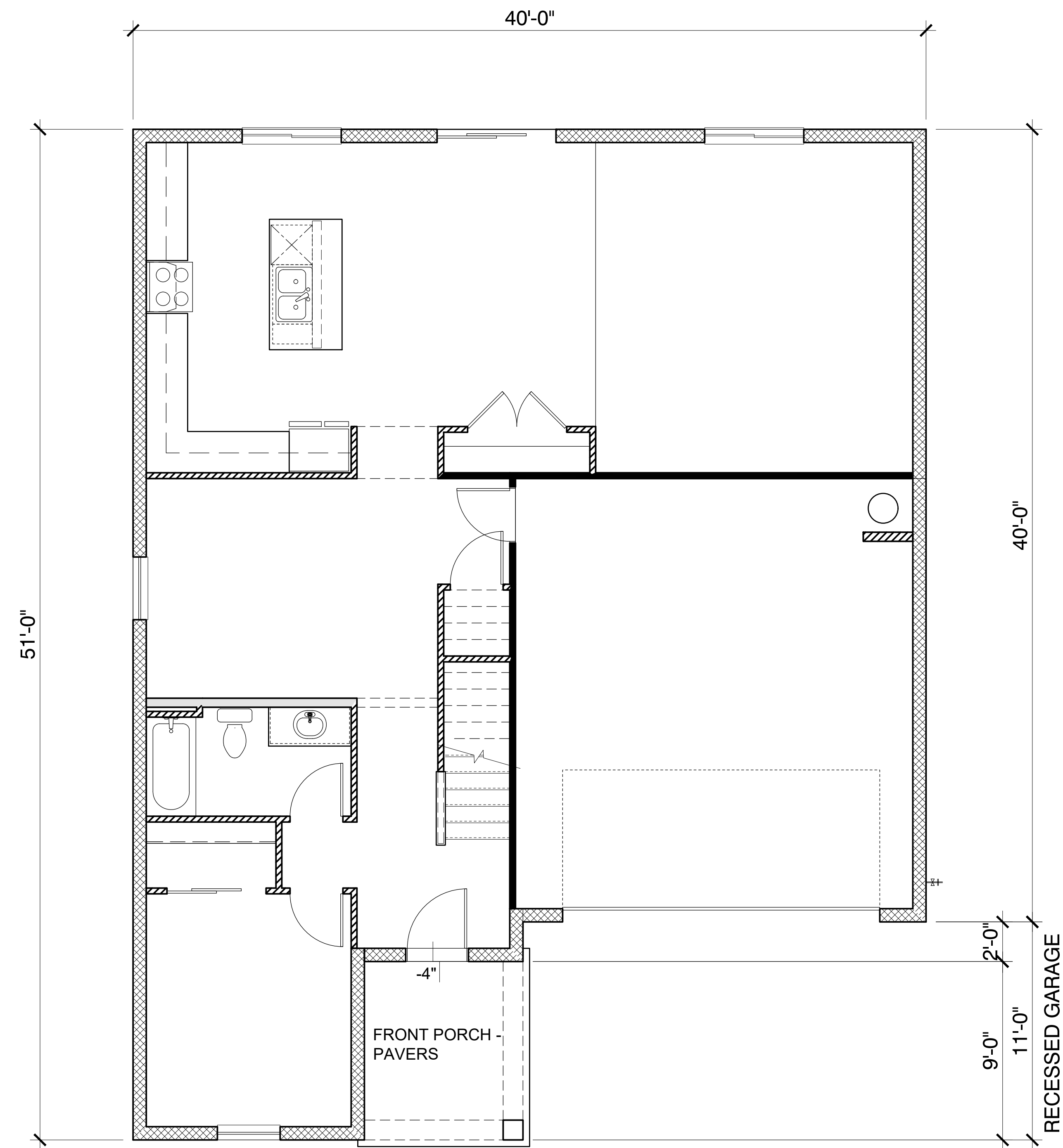
**Rear Elevation**



**Roof Plan**



# 4R70 (Formerly Primrose)



# 4R70 (Formerly Primrose)



January 15, 2025  
Town of Howey-in-the-Hills Planning

Subject: Elevation/Architectural Plan Comments Response Letter  
Hillside Groves (The Reserve PUD)

The enclosed resubmittal addresses the comments from the October 22, 2024 planning and zoning meeting. The revisions are as follows:

Front porches and Recessed Garages

Porch pavers are ~4" above finished grade and fully usable.

Building Walls

Added material detail and separate presentation with current color scheme options.

Residential Roofs

Added material and dimension details.

Exterior Architectural Details

Added material and façade details. All front facades include 4 details and secondary facades include 2. Rear elevation added.

Please do not hesitate to contact me should you have any additional questions or comments at 407-284-4152 or [alex.flores@meritagehomes.com](mailto:alex.flores@meritagehomes.com).



# ZONING MEMORANDUM

**February 20, 2025**

Prepared for  
Town of Howey-in-the-Hills  
Attn: Sean O'Keefe, Town Manager



## **Research:**

### **Swimming Pool, Deck, and Screen Enclosure Setback Regulations**

#### **Project Description and Background:**

At the January 23, 2025 Planning and Zoning Board meeting, the Board requested that we research and prepare a briefing on alternative setback requirements that the Town may consider. The Land Development Code (LDC) currently requires a 10-foot setback standard for swimming pools, decks, and screen enclosures.

Variance requests continue to come before the Board, seeking setbacks less than ten feet. There are different reasons for these requests but some of them are identified here:

- Some properties are located within Planned Unit Developments (PUDs) where the building setbacks for the house are less than 10 feet and the applicant wants the pool screen, deck to be in line with the house. If a different setback is not defined in the PUD for these structures, then they must follow the 10-foot setback requirement in the LDC.
- An error has been made in the past by reviewers that have not been applying the Town's LDC to pool, deck, and enclosure reviews.
- Applicants believe Lake County has a less strict requirement and the Town should have the same. The County's setbacks are detailed below.

Below is a sampling of other jurisdictions within Lake County and their standards for regulating swimming pools, decks, and screen enclosures. In each jurisdiction, the standards vary based on the specific zoning districts. Agricultural districts have not been included because these districts were found to require setbacks greater than 10 feet. The information below is speaking to low density and medium density residential zoning districts.



**Lake County-** Swimming pool setbacks are measured from the edge of deck or enclosure. The County Code states that the minimum setback is five feet from the property line, or the setback required by the zoning district, whichever is greater. In the R1 and R2 (low density) Zoning Districts (not in a joint planning area) the required setbacks are 10 feet for both the side and rear. For the R4, R6, RP, and RM (medium density/ mixed use) the required setbacks are 5 feet for the side and rear. (Lake County LDC Table 3.02.05 — Setback Requirements)

**Minneola-** Swimming pools, decks, and screen enclosures are required to meet the same side setback as the principal structure. As an example, in the RSF-1 Zoning District, the side setback is 10 feet. A 10-foot rear setback is required unless the lots are 50' X 110' or smaller. Then a 5-foot rear setback only applies. (Minneola LDC Sec. 102-85(12), RSF-1 District Regulations)

**Tavares-** The side setback has a range from 7.5 feet to 15 feet, depending on the applicable zoning district. The required rear setback is 5 feet. (Tavares LDC Sec 8-11(D)(1)(i))

**Mount Dora-** The side setback has a range from 7 feet to 20 feet, depending on the applicable zoning district. The required rear setback is 5 feet. (Mount Dora LDC Sec. 3.5.8(10))

**Montverde-** The pool and deck must meet the district building setback requirements. The typical side setback for residential districts is 7.5 feet and the typical rear setback is 25 feet, depending on the applicable zoning district. For screen enclosures only, the required side and rear setback is 7.5 feet. (Montverde LDC Sec. 4-241(b)and (e))

### Findings:

Based on the above information, the 10-foot setback currently in the Howey-in-the-Hills LDC is reasonable compared to other jurisdictions' regulations in Lake County. One thing the Town may consider is applying a reduced setback for smaller lots such as Minneola has done or require that the swimming pools, decks, and screen enclosures meet the applicable zoning district building setbacks. This may be appropriate for some of the Planned Unit Development (PUD) zoning districts that have smaller setbacks for the principal structure like in Talichet with a 5.5 side setback and a rear 15-foot setback. Most PUDs are silent on swimming pool setbacks, which means they are required to follow the standard 10-foot setbacks defined in the LDC.