

**ORDINANCE NO. 3075**

**AN ORDINANCE OF THE CITY OF HOLLY HILL, FLORIDA, AMENDING THE LAND DEVELOPMENT REGULATIONS, BY AMENDING THE OFFICIAL ZONING MAP TO DESIGNATE THE PROPERTY DESCRIBED IN ATTACHMENT A FROM R-2 (LOW-MEDIUM DENSITY SINGLE-FAMILY RESIDENTIAL) TO RPUD (RESIDENTIAL PLANNED UNIT DEVELOPMENT); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Commission of the City of Holly Hill, Volusia County, Florida, has adopted a comprehensive plan pursuant to, and in compliance with 163.3161 et. Seq., Florida Statutes; and

**WHEREAS**, the City Commission, as authorized by 163.3202, Florida Statutes, has enacted and does enforce the Land Development Regulations, based on, related to, and as a means to implement its adopted comprehensive plan; and

**WHEREAS**, the City Commission has determined that it is necessary to amend its Land Development Regulations as herein provided in order to more effectively implement its adopted comprehensive plan, and

**WHEREAS**, the City Commission has determined that the proposed amendment to the Land Development Regulations is consistent with its adopted comprehensive plan,

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HOLLY HILL, FLORIDA:**

**SECTION 1.** The Official Zoning Map of the City of Holly Hill is hereby amended to designate the property described in **Attachment A** as RPUD (Residential Planned Unit Development) pursuant to the provisions contained in the attached Development Agreement



and associated Preliminary Plan, attached to this Ordinance as **Attachment B** and incorporated in this Ordinance by reference.

**SECTION 2.** Development of the property described in Attachment A shall conform to the Land Development Regulations of Holly Hill.

**SECTION 3.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

**SECTION 4.** That all ordinances made in conflict with this Ordinance are hereby repealed.

**SECTION 5.** This ordinance shall become effective following approval of the future land use map amendment by the Florida Department of Economic Opportunity and certification of the same amendment by the Volusia Growth Management Commission.

**APPROVED AND AUTHENTICATED on this 11<sup>th</sup> day of MARCH, 2025 for second and final reading.**

  
Valerie Manning, City Clerk, CMC 3/11/2025



  
John Penny, Mayor 3/11/2025

<b>RESULT:</b>	<b>ADOPTED [UNANIMOUS]</b>
<b>MOVER:</b>	Debra Snow, City Commissioner
<b>SECONDER:</b>	Penny Currie, City Commissioner
<b>AYES:</b>	Snow, Currie, DeLanoy, Johnson, Penny



ATTACHMENT "A"

LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



**Exhibit to Ordinance No. 3075**

**DEVELOPMENT AGREEMENT** for the project known as Center Avenue Townhomes Planned Unit Development (PUD) located along Lillie Road on Anastasia Court in Holly Hill, Florida(hereinafter referred to as the “Subject Property”).

**THIS DEVELOPMENT AGREEMENT** (hereinafter referred to as the “Agreement”) is entered into and made as of the 18 day of March, 2025, by and between the CITY OF HOLLY HILL, a Florida municipal corporation, with a mailing address of 1065 Ridgewood Avenue, Holly Hill, FL 32117 (hereinafter referred to as the “City”), and Ron & Lee, LLC (hereinafter referred to as the “Owner” or “Owner/Developer”) with a mailing address of 3 Sweetmeadow Court, Ormond Beach, FL, 32174.

**W I T N E S S E T H**

**WHEREAS**, the Owner warrants that it holds legal title to the lands located in Volusia County, Florida, and within the corporate limits of the City of Holly Hill, said lands being more particularly described in **Exhibit “A”**, Legal Description for the Subject Property, attached hereto and by this reference made a part hereof; and that the holders of any and all liens and encumbrances affecting such property will subordinate their interests to this Agreement; and

**WHEREAS**, the Owner/Developer has clear title of the Subject Property or the Developer is currently under contract to purchase the Subject Property and intends to develop such property; and

**WHEREAS** the Owner/Developer or Developer desires to facilitate the orderly development of the Subject Property in compliance with the laws and regulations of the City and of other governmental authorities, and the Owner/Developer desires to ensure that its development is compatible with other properties in the area and planned traffic patterns; and

**WHEREAS** the development permitted or proposed under this Development Agreement is consistent with the City’s Comprehensive Plan, concurrency management system, and all land development regulations; and

**WHEREAS** it is the purpose of this Agreement to clearly set forth the understanding and agreement of the parties concerning the matters contained herein; and

**WHEREAS** the Owner/Developer has sought the City's approval to develop the Subject Property, and the City approved **Ordinance No. 3075**, through rezoning the Subject Property to a form of Planned Unit Development (PUD), as defined under the City’s Land Development Code; and



**WHEREAS**, the PUD shall consist of this Agreement as the Written Development Agreement of the PUD, and a Preliminary Plan aka the Preliminary Development Plan, attached hereto as **Exhibit, “B”**, subject to the covenants, restrictions, and easements offered by the Owner/Developer and contained herein, (hereinafter the “Master Development Plan”). Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Recitals and Definitions.** The recitals herein contained are true and correct and are incorporated herein by reference. All capitalized terms not otherwise defined herein shall be as defined or described in the City’s Land Development Code as it may be amended from time to time, unless otherwise indicated.

2. **Title Opinion/Certification.** The Developer will provide to the City, in advance of the City's execution and recordation of this Agreement, a title opinion from a licensed attorney in the state of Florida, or a certification by an abstractor or title company authorized to do business in the state of Florida, verifying marketable title to the Subject Property to be in the name of the Owner/Developer and any and all liens, mortgages, and other encumbrances that are either satisfied or not satisfied or released of record.

3. **Subordination/Joinder.** Unless otherwise agreed to by the City and if applicable, all liens, mortgages, and other encumbrances that are not satisfied or released of record, must be subordinated to the terms of this Agreement or the Lienholder join in this Agreement. It shall be the responsibility of the Owner/Developer to promptly obtain the said subordination or joinder, in a form and substance that is acceptable to the City Attorney, prior to the execution and recordation of this Agreement.

4. **Duration.** The duration of this Agreement is binding and runs with the land in perpetuity, unless amended.

5. **Development of the Subject Property.** Development of the Subject Property shall be subject to performance standards listed in this Agreement. Where a land use listed below differs from a defined use in the City of Holly Hill’s Code of Ordinances, the use listed in this Agreement shall prevail.

- A. Permitted principal uses allowable on the Subject Property:
  - 1. Townhouses



- B.** Prohibited principal uses, if any:
  - 1. Unless a use is specifically stated as permitted, it is prohibited.
- C.** Subject Property Size: 2.11 acres of development area (1.75 net acres)
- D.** Maximum density (in number of dwelling units per acre): 9.71 units per net acre (17 units)
- E.** Impervious surface is not to exceed 60% of the gross square footage for the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements.
- F.** Minimum open space shall be 40% of the Subject Property, as illustrated on Exhibit B and inclusive of the area illustrated for the stormwater pond improvements. Common open space will be a minimum of 15% throughout the Property and is being illustrated through the activation of the stormwater area through pedestrian enhancements in the form of benches and viewing areas.
- G.** Minimum landscaping and buffer-yard requirements are as shown and stated on the Preliminary Plan and as follows: Minimum perimeter landscape buffer of 10 feet, and 15 feet along Center Avenue.
- H.** Minimum lot size area (in acreage or square footage): 2,250 sq. ft.
- I.** Minimum unit size: 1,000 sq. ft.
- J.** Minimum lot width (in feet): 25 ft.
- K.** Minimum yard setbacks within individual lots:
  - 1. Front yard: 10 ft.
  - 2. Side yard: 0 ft. common wall, 5 ft. side
  - 3. Street side yard: N/A
  - 4. Rear yard: 5 ft.
- L.** Maximum building height (in feet): 35'
- M.** Minimum building separation: 10 ft.
- N.** Minimum parking standards are as shown and stated on the Preliminary Plan.
- O.** Lighting shall not exceed .5-foot candles at the property line.



- P. The project shall consist of 1 phase. Phases are shown on the Preliminary Plan and described as follows:
- Q. Architectural controls and development on the Subject Property shall follow a common architectural theme as listed in this Agreement by harmoniously coordinating the general appearance of all buildings and accessory structures. All controls and variations shall be defined by a Homeowners Association or Property Owners Association, as defined within this Agreement.
- R. Development within the Community Redevelopment Area shall follow one of the following architectural themes: Contemporary, Florida Vernacular, Mediterranean, Spanish.
- S. Utility provision and dedication: The Owner/Developer shall connect to the City of Holly Hill's central utility systems when available, or to another approved utility provider where applicable, at their sole cost and expense. Utility fees shall be paid to City of Holly Hill or to the applicable utility provider.
- T. Stormwater and environmental: For purposes of maintenance there shall be two different stormwater areas. All stormwater infrastructure improvements located on the Subject Property up to the connection point with the City stormwater retention pond shall be installed, owned and maintained by the Homeowner's Association or Property Owner's Association (HOA). All environmental permitting, mitigation, and/or soil and erosion control for the Subject Property shall conform to all federal, state, and local permits/requirements, and shall be the sole responsibility of the HOA , or by the property owner, and shall be maintained in good condition/standing with the applicable permitting authorities. Best Management Practices and conformance to National Pollutant Discharge Elimination System (NPDES) criteria are required. The maintenance of the City's stormwater retention pond shall be as hereinafter setforth. The City shall be responsible for the functional maintenance of the stormwater retention pond and the HOA shall be responsible for aesthetic maintenance of the stormwater retention pond.

Functional maintenance shall be defined as:

1. Outfall maintenance to ensure the stormwater retention pond is discharging the stormwater properly and is functioning as designed.
2. Pipe maintenance to ensure the stormwater piping is functioning according to the construction plans.
3. Any dredging of the bottom of the pond to ensure the functionality of the pond.



Aesthetic maintenance shall be defined as:

1. Mow, trim and edge grass and shrubs on the stormwater retention pond site once a week during the wet season and once every two weeks during the dry season.
2. Irrigation maintenance will be performed every six months after installation and any damage will be repaired or replaced.
3. Tree trimming at least annually.
4. Replenish mulch at least annually.
5. Chemical weed and invasive species control of the stormwater retention pond. The City must preapprove all chemicals used in the stormwater retention pond.
6. Repair and replace any landscaping, irrigation and grass that is impacted during the functional maintenance of the stormwater retention pond.

The City shall have the sole discretion to determine whether a maintenance, repair or replacement item is aesthetic or functional.

The Owner/Developer will coordinate with the City on improvement to the City stormwater pond located to the north of the Subject Property in order to accommodate stormwater needs for this project. A Special Assessment District has been established for the Subject Property regarding aesthetic maintenance of the City stormwater pond area.

The City must approve all improvements to the City's stormwater retention pond and may reject the proposed improvements at its discretion if the City determines the proposed improvements will adversely impact the overall stormwater system, be too costly for the City to functionally maintain or is otherwise not in the best interest of the City. The City's right to reject proposed improvements is not limited to whether the proposed improvements meet stormwater regulatory requirements.

In recognition of the HOA's assumption of aesthetic maintenance obligations associated with the City stormwater pond, the parcel of land the pond is located on, and the pond areas within such parcel, shall be considered as a part of the open space associated with development of the Subject Property, although such parcel is not included in this rezoning request. The adjacent City stormwater pond will serve as an open space amenity from a functional standpoint and will be commonly maintained by the HOA. Owner/developer will be responsible for all cost



associated with site development work on the pond as it relates to this project.

The Owner/Developer and HOA have entered into an agreement with the City by which the City has retained the Owner/Developer and HOA to perform the aesthetic maintenance as defined herein. The City will use the revenue collected from the Special Assessment District to pay the HOA for the aesthetic maintenance. The Owner/Developer and HOA will annually provide cost estimates to the City for the upcoming year's expected aesthetic maintenance costs in sufficient time to allow the City to set the assessment amount for the upcoming year. The assessment amount for each year shall be the anticipated aesthetic maintenance cost for the upcoming year taking into consideration any excess revenues or shortfall of revenue to cover the prior year's aesthetic maintenance costs.

In the event the City and the Developer/Owner are unable to agree on the additional stormwater improvements to the City's stormwater retention pond to accommodate the Project, this Development shall be a nullity.

- U. Transportation, site access, and traffic devices: The Owner/Developer is responsible for all transportation improvements within the Subject Property and any off-site transportation improvements required because of the proposed development, for site function, which maintains or improves the level of service for area roadways, and ensures the public health, safety, and welfare for the community. All permits shall be obtained from appropriate permitting agencies prior to development and the City shall determine the appropriate level of service per the City Comprehensive Plan and current traffic counts.

6. **Development Permits/Fees.** The Owner/Developer is responsible for obtaining permitting, and the payment of all fees for facilities and services for the Subject Property. Any site permits shall be kept current with the respective permitting agency and shall ensure the protection of the public health, safety, and welfare of the community and the development. All impact fees are applicable, and no impact fee credits shall be awarded through this Agreement; unless a cessation exists through a City moratorium that is Citywide. Proportionate fair share site improvements shall not be used in lieu of impact fees.

7. **Site Plan/Plat Approval.** The Master Development Plan, is the Preliminary Plan of the PUD and this Written Development Agreement. The Master Development Plan shall not replace, supersede, or absolve the Owner/Developer from approvals for any site plan, preliminary plat, and/or final plat and their respective regulations. Where more detailed criteria for City required submittals exceed the criteria required for a Master Development Plan, the more detailed criteria apply.



8. **Indemnification.** The Owner/Developer shall indemnify and hold the City harmless from any and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the City as a result, directly or indirectly, of the use or development of the Subject Property, except those claims or liabilities caused by or arising from the negligence or intentional acts of the City, or its employees or agents. It is specifically understood that the City is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the Subject Property, including but not limited to, drainage or water/sewer plans, fire safety, or quality of construction, whether inspected, approved, or permitted by the City.

9. **Compliance.** The Owner/Developer agrees that it, and their successors and assigns, will abide by the provisions of this Agreement, the City's Comprehensive Plan and the City's Code of Ordinances, including but not limited to, the site plan regulations of the City as amended from time to time, which are incorporated herein by reference and such subsequent amendments hereto as may be applicable. Further, all required improvements, including landscaping, shall be continuously maintained by the Owner/Developer, or their successors and assigns, in accordance with the City's Code of Ordinances. The City may, without prejudice to any other legal or equitable right or remedy it may have, withhold permits, Certificates of Occupancy, or plan/plat approvals to the Subject Property, should the Owner/Developer fail to comply with the terms of this Agreement. In the event of a conflict between this Development Agreement and the City's Land Development Code, the more restrictive regulations shall govern the development of the Subject Property.

10. **Obligations for Improvements.** Any surface improvement as described and required hereunder included, but not limited to such as signalization, walls, stormwater management facilities, medians, and utilities, or any other surface improvement shall be performed prior to the issuance of the first Certificate of Occupancy on that portion of the Subject Property that the surface improvement(s) relates or is otherwise scheduled in this Agreement. Should the Owner/Developer fail to undertake and complete its obligations as described in this Agreement and to the City's specifications, then the City shall give the Owner/Developer thirty (30) days written notice to commence and ninety (90) days to complete said required obligation at the sole expense of the Owner/Developer. If the Owner/Developer fails to complete the obligations within the ninety (90) day period, then the City, without further notice to the Owner/Developer and their successors and assigns in interest, may but shall not be required to, perform such obligations at the expense of the Owner/Developer or their successors and assigns in interest, without prejudice to any other rights or remedies the City may have under this Agreement. Further, the City is hereby authorized to immediately recover the actual and verified cost of completing the obligations required under this Agreement and any legal fees from the Owner/Developer in an action at law for damages, as well as record a lien against the Subject Property in that amount. The lien of such assessments shall be superior to all others, and all existing lienholders and mortgagees. Notice to the Owner/Developer and their successors and assigns in interest shall be deemed to have been



given upon the mailing of notice as provided in **paragraph (17)** of this Agreement.

11. **Environmental and Tree Preservation.** The Owner/Developer is responsible to obtain all site related permits and approval prior to any development activity on or for the Subject Property. This may involve mitigation for habitat of threatened or endangered flora and fauna or species identified for protection (i.e., tree preservation). This Agreement does not vest or exempt the Owner/Developer from any permitting and mitigation obligations needed to develop a Subject Property.

12. **Homeowners Association or Property Owners Association.** The charter and by-laws of any Homeowner's Association ("HOA") or Property Owner's Association ("POA") for the Subject Property and any deed restrictions related thereto shall be furnished to the City for approval by the City Attorney prior to the recording thereof in the Public Records of Volusia County, Florida. Such recording shall take place before a Certificate of Occupancy is issued for the first development project on land covered by this Agreement. The HOA/POA shall be responsible for all maintenance, repair and replacements on the Subject Property and the aesthetic maintenance of the City stormwater retention pond.. The Owner/Developer shall be responsible for establishing the HOA or POA and recording said information in the Public Records of Volusia County, Florida. The City is not responsible for the enforcement of any agreements or deed restrictions entered into between property owners or occupiers of the Subject Property. If maintenance for the Subject Property is not maintained following issuance of a Certificate of Occupancy, the property owner shall be subject to code enforcement.

13. **Enforcement.** Both parties may seek specific performance of this Agreement and/or bring an action for damages in a court within Volusia County, Florida, if either party breaches this Agreement. If enforcement of this Agreement by the City becomes necessary, and the City is successful in such enforcement, the Owner/Developer shall be responsible for the payment of all the City's costs and expenses, including attorney fees, whether or not litigation is necessary and, if necessary, both at trial and on appeal. Such costs, expenses and fees shall also be a lien upon the Subject Property superior to all others. Should this Agreement require the payment of any monies to the City, the recording of this Agreement shall constitute a lien upon the Subject Property for said monies, until said are paid, in addition to such other obligations as this Agreement may impose upon the Subject Property and the Owner/Developer. Interest on unpaid overdue sums shall accrue at the rate of the lesser of eighteen percent (18%) compounded annually or at the maximum rate allowed by law.

14. **Utility Easements.** For any easement not established on a plat for the Subject Property, the Owner/Developer shall provide to the City such easements and other legal documentation, in a form mutually acceptable to the City Attorney and the Owner/Developer, as the City may deem reasonably necessary or appropriate for the installation and maintenance of the utility and other services, including but not limited to, sanitary sewer, potable water, and reclaimed water services, electric, cable, gas, fire protection and telecommunications.



15. **Periodic Review.** The City reserves the right to review the Subject Property in relation to this Agreement periodically to determine if there has been demonstrated good faith compliance with the terms of this Agreement. If the City finds that based on substantial competent evidence that there has been a failure to comply with the terms of this Agreement, the City may not issue development orders or permits until compliance with this Agreement has been established.

16. **Notices.** Where notice is herein required to be given, it shall be by certified mail return receipt requested, hand delivery or nationally recognized courier, such as Federal Express or UPS. E-mail delivery of documents shall not replace or be in lieu of the aforementioned process. Said notice shall be sent to the following, as applicable:

**OWNER/DEVELOPER'S REPRESENTATIVES:**

Ron & Lee, LLC  
Attn: Yehuda Morali  
3 Sweetmeadow CT  
Ormond Beach, FL 32174

With Copy To: Cobb Cole Law Firm  
Attn: Jessica Gow  
149 S. Ridgewood Ave, Ste 700  
Daytona Beach, FL 32114

**CITY'S REPRESENTATIVES:**

City Manager  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117

With copy to:

Director  
Community Development  
City of Holly Hill  
1065 Ridgewood Avenue  
Holly Hill, Florida 32117

Should any party identified above change, it shall be said party's obligation to notify the remaining parties of the change in a fashion as is required for notices herein. It shall be the Owner/Developer's obligation to identify its lender(s) to all parties in a fashion as is required for notices herein.

17. **Compliance with the Law.** The failure of this Agreement to address a particular permit, condition, term, or restriction shall not relieve the Owner/Developer of the Subject Property from the necessity of complying with the law governing said permitting requirements, conditions, terms, or restrictions.



18. **Captions.** The captions used herein are for convenience only and shall not be relied upon in construing this Agreement.

19. **Binding Effect.** This Agreement shall run with the land, and shall be binding upon and inure to the benefit of the Owner/Developer and their successors and assigns in interest, and the City and their successor and assigns in interest. This Agreement shall become effective upon its execution and recordation with the Public Records of Volusia County, Florida. This Agreement does not, and is not intended to, prevent, or impede the City from exercising its legislative authority as the same may affect the Subject Property.

20. **Subsequently Enacted State or Federal Law.** If either state or federal law is enacted after the effective date of this Agreement that is applicable to and precludes the parties' compliance with the terms of this Agreement, this Agreement and correlating zoning amendment shall be modified or revoked, as is necessary, to comply with the relevant state or federal law.

21. **Severability.** If any part of this Development Agreement is found invalid or unenforceable in any court, such invalidity or unenforceability shall not affect the other parts of this Development Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can be effected. To that end, this Development Agreement is declared severable.

22. **Covenant Running with the Land.** This Agreement shall run with the Subject Property and inure to and be for the benefit of the parties hereto and their respective successors and assigns and any person, firm, corporation, or entity who may become the successor in interest to the Subject Property or any portion thereof.

23. **Recordation of Agreement.** The parties hereto agree that an executed original of this Agreement shall be recorded by the City, at the Developer's expense, in the Public Records of Volusia County, Florida.

24. **Applicable Law/Venue.** This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue of any litigation relating to this Agreement shall be in the courts of Volusia County, Florida.

25. **Time of the Essence.** Time is hereby declared of the essence to the lawful performance of the duties and obligations contained in this Agreement. The Owner/Developer shall execute this Agreement within ten (10) business days of City Commission adoption and agrees to pay the cost of recording this document in the Public Records of Volusia County, Florida. Failure to execute this Agreement within ten (10) business days of this ordinance adoption may result in the City not issuing development orders or permits until execution and recordation of this Agreement has occurred.



26. **Agreement; Amendment.** This Agreement constitutes the entire agreement between the parties, and supersedes all previous discussions, understandings, and agreements, with respect to the subject matter hereof; provided however, that it is agreed that this Agreement is supplemental to the City's Comprehensive Plan and does not in any way rescind or modify any provisions of the City's Comprehensive Plan. Amendments to and waivers of the provisions of this Agreement shall be made by the parties only in writing by formal amendment.

27. **Amendments.** Amendments to the Master Development Plan (MDP) shall be subject to the requirements of Section 114-771(g)(4) of the City of Holly Hill Land Development Regulations, which state that minor amendments to the Preliminary Plan not violating any terms of the written development agreement and not altering the intent and purpose of the MDP may be approved by the Development Code Administrator after such departmental comment as he/she deems appropriate. Minor changes shall be limited to items such as small adjustments to building footprints, allocation of uses within a defined parcel such as retention areas, parking etc. Major amendments will require full review and shall include relocation of uses on the site, except as permitted by the MDP, changes to building styles, changes to landscaping requirements, etc. Decisions as to whether modifications are Major or Minor shall be at the sole discretion of the Development Code Administrator.

28. **Effective Date.** The Effective Date of this Agreement shall be the day this Agreement is recorded in the Public Records of Volusia County, Florida.



IN WITNESS WHEREOF, the Owner, the Developer and the City have executed this Agreement.

OWNER/DEVELOPER

[Signature]

Signature of Witness # 1

Deborah D. Macroid

Print or type name

Tequila Nelson

Signature of Witness #2

Tequila Nelson

Print or type name

By: [Signature]

Signature

VANDIA MARALI

Print or type name

As: President

Print or type

ATTEST:

[Signature]

Signature

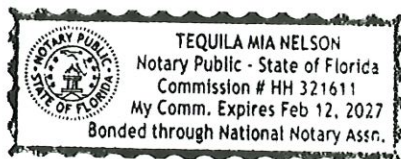
[Signature]

Print or Type Name

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 22nd day of April, 2024 (year), by Vandia Marali, who is personally known to me or produced \_\_\_\_\_ as identification.

NOTARY PUBLIC, STATE OF FLORIDA



Tequila Nelson  
Notary Signature

Tequila Nelson  
Printed Name

Commission No.: Feb. 12, 2027  
My Commission Expires: HH 321611



CITY OF HOLLY HILL:

By:

[Signature] - JOHN PENNY  
Mayor



Date:

3/18/25

ATTEST:

[Signature] Amy Zengotita



Date:

3/18/25

Mailing Address:  
City of Holly Hill  
1065 Ridgewood Ave.  
Holly Hill, Florida 32117

STATE OF FLORIDA  
COUNTY OF Volusia

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 18 day of March, 2025 (year), by John Penny who is personally known to me or produced n/A as identification.

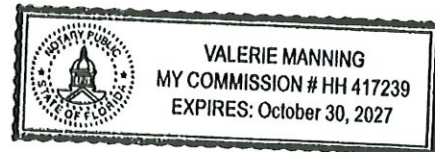
NOTARY PUBLIC, STATE OF FLORIDA

[Signature]  
Notary Signature  
Valerie Manning  
Printed Name

Commission No.: HH417239  
My Commission Expires: Oct. 30, 2027

Approved as to form and legality for use and reliance by the City of Holly Hill, Florida

[Signature]  
Scott Simpson, City Attorney



# EXHIBIT "A"

## LEGAL DESCRIPTION:

(ACCORDING TO OFFICIAL RECORDS BOOK 5868, PAGE 4194, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.)

LOT 7, 8, AND 9, EXCEPT THE WESTERLY 81.3 FEET THEREOF, BARBOURS RE-SUB, IN LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 9, PAGE(S) 237, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

AND

THE NORTHERLY 150 FEET OF THE SOUTH 1/2 OF LOT 18, BLOCK 20, MASON AND CARSWELL'S HOLLY HILL, ACCORDING TO THE PLAT THEREOF AS RECORDED IN MAP BOOK 2, PAGE(S) 90, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

