

Exhibit V
Twin Rivers PUD Zoning Classification Agreement

PLANNED UNIT DEVELOPMENT
OVIEDO, FLORIDA

I. Legal Description
See Sheet 4.

II. Statement of Basic Facts

Total Acreage = 1545.7
Maximum Total Units = 3088
Maximum Gross Density = 2.0 Units/Acre
Maximum Commercial = 223,000 Sq. Ft. G.L.A.

Key	Land Use	Acres	Density
RLD	Residential Low Density	344.2	1-5 U/A
RMD	Residential Medium Density	207.5	4-9 U/A
RHD	Residential High Density	38.0	8-16 U/A
C	Commercial	22.3	(223,000 Sq. Ft.)
F/CH	Fire Station/Church/ Day School	4.5	
S	School/RLD	15.0	
P	Park	31.5	
	Golf Course & Clubhouse	183.8	
O	Open Space	698.9	
	Total	1545.7	

III. Building Restrictions

Type	Minimum Setbacks From Property Line			Maximum Height
	Front	Side	Rear	
RLD	25'	7.5'	25'	35'
RMD	20'	*0'	20'	35'
RHD	20'	**0'	25'	35'

*Minimum 10' Between Buildings
**Minimum 20' Between Buildings

The areas designated as Commercial shall conform to the C-2 Zoning District. The area designated as Church/Day School shall conform to the appropriate City of Oviedo Zoning District.

IV. Vehicle and Pedestrian Circulation

1. All improvements shall be built to City of Oviedo Subdivision Ordinance requirements unless otherwise approved by the City.

V. Landscaping and Buffering

1. The Developer shall comply with all City of Oviedo Landscape Ordinance requirements.

2. Landscape buffer easements (20' width) shall be provided along Lockwood Road and C.R. 419. Landscape buffers are easements which will be maintained by the Property Owners Association. The use and maintenance of easements are addressed in the document entitled "Declaration of Covenants, Conditions, Restrictions, Reservations and Easements for Twin Rivers."

3. A 30' wide tract shall be reserved along the southern property boundary and dedicated to the City of Oviedo.

VI. Recreation and Open Space

1. All park, open space and water areas unless otherwise specified herein shall become the property of the Property Owners Association and shall be maintained by same unless otherwise approved by the City.
2. Open space can be developed into lakes and park areas for use by Twin Rivers residents.
3. Recreation and open space facilities shall comply with the minimum standards pertaining to park areas as established by the City of Oviedo.
4. The golf course and clubhouse shall be built by the Developer or his assigns and shall be open to the members.
5. The 14 acre park property which abuts the Little Econlockhatchee River and the 5 acre park property which abuts the Econlockhatchee River shall be reserved for the City of Oviedo. Upon issuance of any building permits in Tract No. 3 and at the City's request, the 14 acre park property shall be deeded to the City. Upon issuance of any building permits in the abutting residential area in Tract No. 11 and at the City's request, the 5 acre park property shall be deeded to the City. Prior to transfer of a park deed to the City, the value of the affected park property shall be credited against the City of Oviedo's recreation impact fee for the Twin Rivers project. The value of affected park property is established at \$4,000 per acre plus the Developer's cost of City approved park improvements provided by the Developer.

VII. Public Facilities

1. Schools

The Developer shall reserve a 15-acre school site until 50 percent of the Phase Three units are constructed, at which time it shall be developed as RLD if it has not been previously developed as a school facility. In the interim, this area may be used for a public park.

2. Drainage and Water Quality

The Developer shall meet all applicable regulations in the design and construction of the storm water management system.

3. Water and Sewer

- A. Alafaya Utilities shall provide sewage treatment and disposal facilities necessary to serve the project.

- B. The developer will work with the City of Oviedo to provide water service to the project without an economic burden to the City.
- C. In an effort to encourage the use of reclaimed wastewater effluent, the developer shall install an effluent reuse distribution system in Tract No. 1 on a trial basis. The effluent usage rate in terms of gallons per day per residential unit within Tract No. 1 shall be monitored for a trial period of 18 months following occupancy of the Tract No. 1 units. Following the trial period, the developer shall be required to extend the system to other undeveloped residential, commercial, church, school and park areas within Twin Rivers (commensurate with development of the undeveloped areas) if the average annual usage rate as determined during the trial period meets or exceeds 150 gallons per day per residential unit. Notwithstanding the above condition and contingent on City approval, the effluent reuse distribution system can be extended at any time within Twin Rivers at the discretion of the developer. Any extension of the effluent reuse distribution system and associated treatment facilities, including the trial system in Tract No. 1, is contingent on the approval of FDER and other appropriate reviewing agencies. The developer shall be relieved of any and all commitments associated with the effluent reuse system if the appropriate agency approvals cannot be obtained or any approval conditions cannot be satisfied.
- D. Contingent on the approval of FDER and other appropriate reviewing agencies, reclaimed wastewater effluent shall be utilized for golf course irrigation.

4. Fire Station

Two acres of the 4.5 acre Fire Station/Church/Day School tract along C.R. 419 shall be reserved for a City of Oviedo fire station site. The City shall have the option to select the 2 acre portion of the 4.5 acre tract that is most suitable for the station site. At the request of the City, the selected fire station site shall be deeded to the City. Prior to transfer of the deed, the value of the selected fire station site shall be credited against the fire impact fee for the Twin Rivers development. The value of the 2 acre fire station site is established at \$4,000 per acre.

VIII. Other

1. The Developer shall comply with the City of Oviedo Development Order for Twin Rivers, formerly Riverwood.

2. Where a particular item is not specifically covered or permitted by this Agreement, the applicable portion of the Oviedo Zoning Ordinance or Subdivision Regulations shall apply.
3. Whenever the term "Developer" is used herein, same shall be taken and construed to mean The Anden Group of Florida, its successors or assigns. All obligations, liabilities, and responsibilities incurred by or imposed upon the Developer by this Agreement shall be assumed by and enforceable against any successor-in-interest of The Anden Group of Florida, as the overall Developer of the Planned Unit Development, or any portion thereof.

CITY OF OVIEDO

By: *Mr. Tuttle*

Date: 1-29-87

Attest: *Nancy K. Cox*

THE ANDEN GROUP OF FLORIDA

By: *Richard Wade*

Date: 2/3/87

Attest: *Lois Byrd Coleman*