

THE FIRST AMENDMENT TO
THE RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT
CRESTWOOD

THIS FIRST AMENDMENT TO THE RESIDENTIAL PLANNED UNIT DEVELOPMENT AGREEMENT CRESTWOOD (this "First Amendment") is entered into by and between, the CITY OF EDGEWATER, FLORIDA, a Florida municipal corporation located in Volusia County, Florida, whose mailing address is P.O. Box 100, 104 North Riverside Drive, Edgewater, Florida 32132 (hereinafter referred to as "City"), and CRESTWOOD INVESTMENT LLC, a Delaware limited liability company, whose mailing address is 36 Charming Way, Lakewood, NJ 08701, the record title property owner (hereinafter referred to as "Owner").

WHEREAS, the City and S A 2011, LLC, a Texas limited liability company, previously entered into the "Residential Planned Unit Development (RPUD) Agreement Crestwood", dated November 3, 2023 recorded at Book 8523, Page 2050, Public Records of Volusia County (the "Crestwood PUD" or "Agreement"), providing for the planned development of a 74.666± acres located on South Ridgewood Avenue (the "Property") described in Exhibit "A" attached hereto and by reference made a part hereof; and

WHEREAS, the Property subject to this First Amendment remains unchanged from the Crestwood PUD; and

WHEREAS, the Owner proposes to further amend the Agreement to redesignate roads on the Property as public and incorporate traffic calming tables to be maintained by the homeowners association and additional intersection stops within the Crestwood PUD; and

WHEREAS, the City and the Owner are willing to amend the Crestwood PUD as proposed by the Owner, subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City and the Owner (collectively, the "Parties") hereto covenant and bind themselves as follows:

1. The above recitals are recognized as true and correct representations and are incorporated herein.

2. Section 3(g) of the Agreement is amended as follows, with additions and deletions in underline and ~~striketrough~~ formats, respectively:

g. Roads

Roads within the project shall have a minimum right-of-way of fifty feet (50'), including twenty feet (20') of pavement with a two (2) foot Miami curb and gutter per side and constructed pursuant to the City's Standard Details. Said roads shall be ~~private~~ public roads that meet the requirements and standards of the City LDC and dedicated to the public project HOA, as ~~defined herein~~, subsequent to final City inspection and by a final plat. The project HOA, as defined herein, shall be responsible for the ongoing maintenance and repair of any off-street parking spaces and shall ensure that vehicles are not parked within said areas for an extended period of time, and the ongoing maintenance and repair of the three (3) traffic speed tables proposed for the project. ~~All private roads within the project may be gated, however, the project shall include at least one entrance gate at the Ridgewood Avenue point of access. All gating shall comply with the requirements of the City LDC. Emergency access for all gating shall be provided by a "Click to Enter" system and a Knox® override system or other method as approved by the City's Fire Marshal.~~ One future road connection, referenced as a "stub-out" shall be provided to Parcel ID 842400000130.

3. Section 6(iv) of the Agreement is amended as follows, with additions and deletions in underline and ~~striketrough~~ formats, respectively:

iv. Recreation and Open Space. Several active and passive recreation areas will be provided to serve the residents as depicted on Exhibit "B" Master Plan. One (1) recreation area will

include parking and an amenity center, with a pool and gazebo, as depicted on the Master Plan. Two (2) outdoor grills shall be provided within the pool and gazebo amenity center. The amenities center shall be adequately screened with vegetation to create a visual buffer and minimize sound from Ridgewood Avenue. A minimum of 25% of the property shall be designed as open space. Open space shall include landscape buffers, passive open space such as pocket parks, dog parks, wetlands, improved water retention or improved water detention ponds. Improvements to water retention or water detention ponds shall be defined as a ~~six (6)~~ five (5) foot stabilized walking path with two (2) dog WASTE stations (dog-bags and trash receptacle). Ownership and maintenance responsibility of all recreation/open space areas will be that of the Homeowner's Association.

4. In addition to the minimum requirements set forth in the Agreement, the project shall include the construction and installation of a littoral shelf measuring no less than five hundred thirty (530) linear feet. Said littoral shelf shall be planted with a minimum of two thousand three hundred ten (2,310) littoral plants, all of which shall be installed in accordance with applicable City standards.
5. This First Amendment shall be effective as of the date it is executed by the parties.
6. This First Amendment shall be recorded in the Public Records of Volusia County, Florida.
7. The Agreement shall remain in full force and effect expect with respect to those matters specifically amended by this First Amendment.

ATTEST:

Sara Geiger,
City Clerk

**CITY COUNCIL OF THE
CITY OF EDGEWATER, FLORIDA**

By: _____
Diezel DePew,
Mayor

Witnessed by:

**OWNER
CRESTWOOD INVESTMENT LLC**

Moishe Goldshmidt, Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me on this ____ day of _____ 2026 by Moishe Goldshmidt, as Manager of CRESTWOOD INVESTMENT LLC, on behalf of the company, who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Notary Public
Stamp/Seal