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File No. PU27-0001

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**THIRD AMENDMENT TO HIGHPOINTE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS THIRD AMENDMENT TO THE HIGHPOINTE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Third Amendment”), made and entered into this _____ day of _____, 2024, by and between CHRIST FELLOWSHIP CHURCH, INC., a Florida not-for-profit corporation (“CHURCH”), PULTE HOME COMPANY, LLC, a Michigan limited liability company (“PULTE”), HIGHPOINTE PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (“ASSOCIATION”), and CAMP VALOR, LLC, a Florida limited liability company (“CAMP VALOR”), (CHURCH, PULTE, ASSOCIATION and CAMP VALOR will be collectively referred to as “OWNER”) and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as “COUNTY.”

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, CHURCH and COUNTY on or about the April 27, 2021, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “Highpointe,” which Planned Unit Development Agreement (“Original PUD Agreement”) is recorded in Official Records Book 3240, beginning at Page 2850, of the Public Records of Martin County, Florida (“Public Records”), as amended by that certain First Amendment to Highpointe Planned Unit Development Agreement dated May 3, 2022, and recorded in Official Records Book 3339, beginning at Page 2631, of the Public Records and by that certain Second Amendment to Highpointe Planned Unit Development Agreement dated November 7, 2023, and recorded in Official Records Book 3419, beginning at Page 364, of the Public Records (the Original PUD

Agreement, First Amendment to PUD Agreement, and Second Amendment to PUD Agreement are collectively referred to as “PUD Agreement”); and

WHEREAS, CHURCH is the owner of the property that is part of the PUD Agreement and described in attached Exhibit A-1 (“Church Property”); and

WHEREAS, PULTE is the owner of the property that is part of the PUD Agreement and described in attached Exhibit A-2 (“Pulte Property”); and

WHEREAS, the ASSOCIATION acquired an interest in the property that is part of the PUD Agreement and described in Exhibit A-3 (“Association Property”) by way of dedications on the Highpointe PUD Phase 1 Plat recorded in Plat Book 19, Page 37, of the Public Records of Martin County, Florida, and the Highpointe PUD Phase 2 Plat recorded in Plat Book 22, Page 1, of the Public Records of Martin County, Florida; and

WHEREAS, CAMP VALOR is the owner of the property that is part of the PUD Agreement and described in Exhibit A-4 (“Operation 300 Property”); and

WHEREAS, OWNER and COUNTY desire to amend the PUD Agreement to remove the Operation 300 parcel from the PUD Agreement; and

WHEREAS, PULTE is acquiring additional land from CHURCH increasing the residential density in the PUD Agreement by six (6) units, which additional land is described in Exhibit A-5 (“Pulte Additional Lands”).

NOW, THEREFORE, it is agreed between the OWNER and COUNTY that the PUD Agreement is amended as follows:

1. The recitals and exhibits as set forth herein are true and correct and are hereby made a part of this Third Amendment.

2. Exhibit A, Legal Description, of the PUD Agreement, is hereby deleted and replaced in its entirety with attached Exhibit A attached hereto to this Third Amendment and made a part herein, removing the Operation 300 Property from the PUD Agreement. Notwithstanding, pursuant to Section 3.13.C.3., Land Development Regulations, Martin County Code, all of the gross land area of the Operation 300 Property is and was included and utilized for the calculation of the density for the Highpointe development and the PUD Agreement may continue to include and utilize the Operation 300 Property for the calculation of the density for the Highpointe development. No residential units may be developed on the Operation 300 Property.

3. Exhibit C, Unified Control, of the PUD Agreement is hereby deleted and replaced

in its entirety with Exhibit C attached hereto to this Third Amendment and made a part herein. Specifically, the parcels described and set forth in the Highpointe PUD Phase 1 Plat recorded in Plat Book 19, Page 37, of the Public Records of Martin County, Florida, including the Operation 300 Property, are released from the Unified Control.

4. Exhibit D, Master Plan, of the PUD Agreement, as previously modified, is hereby deleted and replaced in its entirety with Exhibit D attached hereto to this Third Amendment and made a part herein. The number of single-family residential dwelling units approved by the PUD Agreement is hereby increased from two hundred eighty-four (284) lots to two hundred ninety (290) lots. Prior to the issuance of any building permit for the additional six (6) units (Lots 285 to 290), the Pulte Additional Lands shall be conveyed to PULTE, and a deed evidencing such conveyance shall be provided to COUNTY.

5. Paragraph 6. in Exhibit F, Special Conditions, of the PUD Agreement, is hereby deleted and replaced in its entirety with the following language:

“6. EXISTING CHURCH

The existing Christ Fellowship Church site has been incorporated into the PUD Agreement. As an existing use, Christ Fellowship Church may continue consistent with the approved development orders or as such use may be amended pursuant to Article 10, LDR. Christ Fellowship Church, as part of its religious exercise, shall be permitted to use the Christ Fellowship Church site, including the additional improvements shown on the master site plan, to operate a pre-school and daycare program, as well as use such buildings for storage and administrative offices. Notwithstanding anything to the contrary in this PUD Agreement, the existing Christ Fellowship Church site shall not be required to be a member of the ASSOCIATION, nor governed by or subject to the Covenants and Restrictions.”

6. This Third Amendment is determined to meet the requirements for a Certificate of Public Facilities Deferral as set forth in Section 5.32.B.3.f, Land Development Regulations, Martin County Code.

7. All of the terms and conditions of the PUD Agreement and Exhibits which are not specifically amended or revised by this Third Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

WITNESSES

CHURCH

Christ Fellowship Church, Inc, a Florida Not-for-Profit Corporation

Name: _____
Address: _____

By: _____

Name: _____
Address: _____

Stephen Austin, Director
5343 Northlake Blvd.
Palm Beach Gardens, FL, 33418

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by Stephen Austin, Director of Christ Fellowship Church, Inc., a Florida Not-for-Profit Corporation, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

PULTE

Pulte Home Company, LLC, a Michigan limited liability company

By: _____

Print Name: _____

Its: _____

1475 Centerpark Blvd., Suite 140
West Palm Beach, FL 33401

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

ASSOCIATION

Highpointe Property Owners Association, Inc., a Florida not-for-profit corporation

Name: _____
Address: _____

Name: _____
Address: _____

By: _____

Print Name: _____

Its: _____

1475 Centerpark Blvd., Suite 305
West Palm Beach, FL 33401

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____, as _____ of Highpointe Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the entity, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

CAMP VALOR

Camp Valor, LLC, a Florida limited liability company

Name: _____
Address: _____

Name: _____
Address: _____

By: _____

Print Name: _____

Its: _____

9405 SW Kansas Avenue
Stuart, Florida 34997

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by _____, as _____ of Camp Valor, LLC, a Florida limited liability company on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

HAROLD E. JENKINS II, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

ALL OF THAT LAND SHOWN AND DESCRIBED IN THE HIGHPOINTE PUD PHASE 1 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 37 THROUGH 55 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, AND THE HIGHPOINTE PUD PHASE 2 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 1 THROUGH 15 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

LESS AND EXCEPTING OPP TRACT, HIGHPOINTE PUD PHASE 1 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 37 THROUGH 55 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A-1
CHURCH PROPERTY

PARCEL CF, HIGHPOINTE PUD PHASE 2 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 1 THROUGH 15 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A-2
PULTE PROPERTY

LOTS 1 THROUGH 13, INCLUSIVE, HIGHPOINTE PUD PHASE 1 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 37 THROUGH 55 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, TOGETHER WITH LOTS 95 THROUGH 284, INCLUSIVE, HIGHPOINTE PUD PHASE 2 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 1 THROUGH 15 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA., LESS AND EXCEPTING PARCEL CF.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A-3
ASSOCIATION PROPERTY

TRACTS O-1, O-2, O-3, O-4, O-5, O-6, O-7, LS-1, THE STREETS AND RIGHTS-OF-WAY, TRACT LAKE 5, TRACT LAKE 6, TRACT LAKE 7, TRACT LAKE 8, PRESERVATION AREA W-2, PRESERVATION AREA W-4, PRESERVATION AREA W-5, PRESERVATION AREA W-6, PRESERVATION AREA W-7, PRESERVATION AREA W-8, PRESERVATION AREA W-9, PRESERVATION AREA WB-2, PRESERVATION AREA WB-3, PRESERVATION AREA WB-4-5, PRESERVATION AREA WB-6, PRESERVATION AREA WB-7, PRESERVATION AREA WB-8, PRESERVATION AREA WB-9, PRESERVATION TRACT 3, PRESERVATION TRACT 4, PRESERVATION TRACT 5, PRESERVATION TRACT 6, PRESERVATION TRACT 7, CONSERVATION TRACT 2A, CONSERVATION TRACT 2B, CONSERVATION TRACT 5 AND CONSERVATION TRACT 7, HIGHPOINTE PUD PHASE 1 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 37 THROUGH 55 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TOGETHER WITH THE STREETS AND RIGHTS-OF-WAY, PRESERVATION AREAS CONSERVATION TRACTS 1, 2, 3, 4, TRACTS O-1, O-2, O-3, O-4, O-5, O-6, O-7, O-8, O-9, O-10, O-11, O-12, O-13, O-14, O-15, O-16, O-17, O-18, O-19, TRACTS LAKE 1, LAKE 2, LAKE 3, LAKE 4, TRACT REC, HIGHPOINTE PUD PHASE 2 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 1 THROUGH 15 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A-4
OPERATION 300 PROPERTY

OPP TRACT, HIGHPOINTE PUD PHASE 1 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 19, PAGES 37 THROUGH 55 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT A-5
PULTE ADDITIONAL LANDS

BEING A PORTION OF PARCEL CF, HIGHPOINT PUD PHASE 2 PLAT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 22, PAGES 1, THROUGH 15 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, LYING IN SECTION 17, TOWNSHIP 39 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL CF; THENCE NORTH 02°15'47" EAST ALONG THE WEST LINE OF SAID PARCEL CF, A DISTANCE OF 75.13 FEET; THENCE SOUTH 89°55'59" EAST, A DISTANCE OF 103.96 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 01°21'52" EAST, A RADIAL DISTANCE OF 1,259.18 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 16°32'46", A DISTANCE OF 363.63 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 15°17'39" WEST, A RADIAL DISTANCE OF 1,230.48 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 06°02'58", A DISTANCE OF 129.92 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 68°38'16" EAST, A DISTANCE OF 1.43 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 1,209.00 FEET AND A CENTRAL ANGLE OF 11°02'31"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 233.00 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 54°09'09" EAST, A DISTANCE OF 68.81 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 40°15'16" WEST, A RADIAL DISTANCE OF 475.90 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 44°18'06", A DISTANCE OF 367.97 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 84°00'37" WEST, A RADIAL DISTANCE OF 425.83 FEET; THENCE NORTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 22°04'34", A DISTANCE OF 164.07 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 16°29'24" WEST, A DISTANCE OF 49.43 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 69°40'26" WEST, A RADIAL DISTANCE OF 650.44 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 20°36'37", A DISTANCE OF 233.97 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 43°28'33" WEST, A DISTANCE OF 63.03 FEET; THENCE NORTH 47°58'56" WEST, A DISTANCE OF 68.84 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 36°20'53" WEST, A RADIAL DISTANCE OF 514.04 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 08°41'30", A DISTANCE OF 77.98 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 27°45'11" WEST, A RADIAL DISTANCE OF 536.05 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 11°12'46", A DISTANCE OF 104.90 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 75°59'28" WEST, A DISTANCE OF 24.48 FEET; THENCE NORTH 82°05'38" WEST,

A DISTANCE OF 67.24 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 03°23'48" WEST, A RADIAL DISTANCE OF 429.54 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 25°49'01", A DISTANCE OF 193.55 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 64°43'36" WEST, A DISTANCE OF 125.16 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES SOUTH 25°47'13" EAST, A RADIAL DISTANCE OF 50.37 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 38°02'34", A DISTANCE OF 33.44 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 26°03'05" WEST, A DISTANCE OF 19.69 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 64°33'46" WEST, A RADIAL DISTANCE OF 54.63 FEET; THENCE SOUTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°31'07", A DISTANCE OF 16.70 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 43°42'57" WEST, A DISTANCE OF 14.06 FEET TO THE POINT OF A CURVE TO THE RIGHT, OF WHICH HAS A RADIAL DISTANCE OF 42.00 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 51°11'51", A DISTANCE OF 37.53 FEET; THENCE NORTH 85°05'53" WEST, A DISTANCE OF 96.68 FEET TO A POINT OF INTERSECTION WITH THE SAID WEST LINE OF PARCEL CF; THENCE NORTH 02°15'47" EAST ALONG SAID WEST LINE, A DISTANCE OF 91.70 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 11°45'38" WEST, A RADIAL DISTANCE OF 256.05 FEET; THE FOLLOWING FIVE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINE OF SAID PARCEL CF; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°06'28", A DISTANCE OF 76.45 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 64°30'03" EAST, A DISTANCE OF 326.94 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES NORTH 25°14'00" WEST, A RADIAL DISTANCE OF 550.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°08'25", A DISTANCE OF 164.54 FEET; THENCE NORTH 47°37'34" EAST, A DISTANCE OF 83.50 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 51°48'34"; THENCE EASTERLY ALONG THE ARC A DISTANCE OF 22.61 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 21°51'59" WEST, A DISTANCE OF 240.12 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 05°56'14" WEST, A RADIAL DISTANCE OF 500.37 FEET; THENCE EASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 26°57'02", A DISTANCE OF 235.36 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 21°51'59" EAST, A DISTANCE OF 226.18 FEET TO A POINT OF INTERSECTION WITH A BOUNDARY LINE OF SAID PARCEL CF; THE FOLLOWING TWELVE COURSES AND DISTANCES ARE ALONG THE BOUNDARY LINES OF SAID PARCEL CF; THENCE SOUTH 66°59'20" EAST, A DISTANCE OF 68.53 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 70°50'21"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 30.91 FEET; THENCE SOUTH 03°51'01" WEST, A DISTANCE OF 231.69 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 46°35'15" WEST, A RADIAL

DISTANCE OF 706.41 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 17°21'47", A DISTANCE OF 214.07 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 63°56'04" WEST, A RADIAL DISTANCE OF 708.87 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 04°47'34", A DISTANCE OF 59.30 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES SOUTH 66°29'35" WEST, A RADIAL DISTANCE OF 528.95 FEET; THENCE SOUTHERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 40°38'00", A DISTANCE OF 375.12 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 579.21 FEET AND A CENTRAL ANGLE OF 17°04'41"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 172.64 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 511.84 FEET AND A CENTRAL ANGLE OF 14°05'20"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 125.86 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, SOUTH 53°04'21" WEST, A DISTANCE OF 98.05 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 32°18'27" WEST, A RADIAL DISTANCE OF 1,301.03 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 22°44'53", A DISTANCE OF 516.55 FEET TO THE POINT OF CURVE OF A NON-TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES NORTH 09°29'36" WEST, A RADIAL DISTANCE OF 1,353.97 FEET; THENCE WESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 10°46'43", A DISTANCE OF 254.71 FEET; THENCE ALONG A LINE NON-TANGENT TO SAID CURVE, NORTH 89°59'58" WEST, A DISTANCE OF 105.69 FEET TO THE POINT OF BEGINNING.

CONTAINING 248,074 SQUARE FEET OR 5.69 ACRES, MORE OR LESS.

EXHIBIT C-1
UNIFIED CONTROL FOR PHASE 2 PROPERTY

The undersigned, being the owners of the property described as the Phase 2 Property to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the 27th day of April, 2021, as amended, between Christ Fellowship Church, Inc., and COUNTY, does hereby covenant and agree that: (i) the property described as the Phase 2 Property shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas, and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas, or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable, or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions, and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument shall be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

WITNESSES

OWNER

Christ Fellowship Church Inc, a Florida Not-for-Profit Corporation

Name: _____
Address: _____

Name: _____
Address: _____

By: _____
Stephen Austin, Director
5343 Northlake Blvd.
Palm Beach Gardens, FL, 33418

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by Stephen Austin, Director of Christ Fellowship Church, Inc., a Florida Not-for-Profit Corporation, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this ___ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

PULTE

Pulte Home Company, LLC, a Michigan limited liability company

By: _____

Print Name: _____

Its: _____

1475 Centerpark Blvd., Suite 140
West Palm Beach, FL 33401

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

ASSOCIATION

Highpointe Property Owners Association, Inc., a Florida not-for-profit corporation

By: _____

Print Name: _____

Its: _____

1475 Centerpark Blvd., Suite 305
West Palm Beach, FL 33401

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2024, by _____, as _____ of Highpointe Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the entity, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2024.

(NOTARIAL STAMP)

Notary Public
My commission expires:

EXHIBIT D
REVISED MASTER SITE PLAN

See approved Master Site Plan on following page(s).