

This Instrument Prepared By:

Robert S. Raynes, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

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**NINTH AMENDMENT TO NINETY-FIVE
RIVERSIDE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS NINTH AMENDMENT TO NINETY-FIVE RIVERSIDE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this ____ day of _____, 2023, by and between **I-95 GROUP, LLC, a Florida limited liability company**, hereinafter referred to as “Owner”, and **MARTIN COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as “County”.

W I T N E S S E T H:

WHEREAS, after appropriate notice, public hearing and approval, Martin Tabor, Trustee, owner, Astar Corporation, a Florida corporation, Developer, and County on or about the 30th day of June, 1987, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “NINETY-FIVE RIVERSIDE”, which Agreement is recorded in Official Records Book 730 beginning at Page 2037 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the “NINETY-FIVE RIVERSIDE PUD”; and,

WHEREAS, Owner, acquired all the right, title and interest to that portion of the property that is described as Phase IV on **Exhibit D**, Ninety-Five Riverside Revised Master and Phasing Plan, said property being the subject of the NINETY-FIVE RIVERSIDE PUD as

reflected in previous Amendments and being more particularly described on **Exhibit A**, attached hereto and made a part hereof; and,

WHEREAS, a Homeowner's Association, which will be a Florida not-for-profit corporation, will be formed to provide for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, recreational facilities, and other common facilities within Phase IV of the NINETY-FIVE RIVERSIDE PUD, hereinafter referred to as "Association"; and,

WHEREAS, after appropriate notice, hearing and approval, Owner and County desires to amend the PUD Agreement to revise, **Exhibit B**, Ownership Certificate, **Exhibit C**, Unified Control, **Exhibit D**, Ninety-Five Riverside Revised Master and Phasing Plan, **Exhibit E**, Ninety-Five Riverside Revised Timetable of Development, **Exhibit F**, Ninety-Five Riverside – Revised Special Conditions, and **Exhibit G**, Ninety-Five Riverside – Revised Preserve Area Management Plan (PAMP), and add **Exhibit H**, Ninety-Five Riverside – Example of Sign Permitted.

NOW, THEREFORE, it is agreed between Owner and County as follows:

1. The Ninety-Five Riverside PUD Agreement and all its exhibits are hereby amended to reflect the following revisions:

1.1 The Ninety-Five Riverside – Revised Master and Phasing Plan originally attached as **Exhibit D** is replaced by revised **Exhibit D-1**, Revised Master & Phasing Plan, a reduced copy of which is attached hereto and made a part hereof. Revised **Exhibit D-1** reflects the following changes:

1.1.1. Eliminate the 12,000 square foot bank/office building and supporting infrastructure, 4,000 square foot restaurant building and supporting infrastructure, 22,400 square foot office building and

- supporting infrastructure, 22,400 square foot office building and supporting infrastructure, in Phase IV.
- 1.1.2. Eliminate the 28,800 square foot office building and supporting infrastructure and 28,800 square foot office building and supporting infrastructure, in Phase V.
- 1.1.3. Eliminate the 40,500 square foot office (34,500 square feet)/restaurant (6,000 square feet) building and supporting infrastructure in Phase VI.
- 1.1.4. Remove of the existing sales office.
- 1.1.5. Add development of 98 single-family residential townhomes with supporting infrastructure, all of which is a part of Phase IV.
- 1.2. The Ninety-Five Riverside – Revised Timetable for Development originally attached as **Exhibit E** is replaced by revised **Exhibit E**, attached hereto and made a part hereof. Revised **Exhibit E** reflects the following changes:
- 1.2.1. Reflects the completion of Phases I, II, IIIA and IIIB.
- 1.2.2. Extends the timetable to obtain permits and complete construction of Phase IV.
- 1.2.3. Eliminates Phases V and VI.
- 1.3. The Ninety-Five Riverside – Revised Special Conditions originally attached as **Exhibit F** are replaced by revised **Exhibit F**, attached hereto and made a part hereof. Revised **Exhibit F** reflects the following changes:

- 1.3.1. Condition 6.A., Fire Protection, is revised to address residential structures.
- 1.3.2. Condition 6.B., Fire Protection, is revised to reflect that it has been completed.
- 1.3.3. Condition 9. Preserve Areas, is revised by deleting Paragraph A.
- 1.3.4. Condition 12, Uses and Development Standards, is revised to add the COR-2 zoning district.
- 1.3.5. Add Condition 14, Phase IV Amenities.
- 1.3.6. Add Condition 15, Models.
- 1.3.7. Add Condition 16, School Impact.
- 1.3.8. Add Condition 17, Accessory Use Areas.
- 1.3.9. Add Condition 18, Marketing Signage.
- 1.3.10 Add Condition 21, Environmental Benefits.
- 1.4 The Ninety-Five Riverside – Preserve Area Management Plan (PAMP), originally attached as **Exhibit G** is replaced by revised **Exhibit G**, Revised Preserve Area Management Plan (PAMP), a reduced copy of which is attached hereto and made a part hereof.

2. ADEQUATE PUBLIC FACILITIES EVALUATION

Owner has demonstrated compliance with the requirements of Section 5.32.D., Procedures to Obtain a Certificate of Public Facilities Reservation, Land Development Regulations, Martin County Code and accordingly, the approval of this PUD Agreement shall constitute the issuance of a Certificate of Public Facilities Reservation for Phase IV.

3. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 3.1. The Phase IV property described on **Exhibit A**, attached hereto, will solicit removal from the existing Ninety Five Riverside Property Owners Association, Inc. The Owner shall create a new Declaration of Covenants, Conditions and Restrictions for the Phase IV portion of the property known as NINETY-FIVE RIVERSIDE PUD, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, Association shall be established for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, landscape areas recreational facilities, infrastructure serving the development and other common facilities (hereinafter sometimes referred to as Common Areas) for Phase IV as defined therein. The roads, streets, rights-of-way, preserve areas, landscape areas recreational facilities and other common facilities of the PUD shall be shown on the approved master plan, final site plans and subdivision plat(s). The Covenants and Restrictions shall be in conformity with such laws, ordinances and regulations as may be in effect at the time of the approval of the first subdivision plat.
- 3.2. Except for conveyances to governmental entities, it shall be deemed a breach of this PUD Agreement for any land to be conveyed by the Owner by way of an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.
- 3.3. Association shall not be dissolved nor shall it dispose of any Common Areas, by sale or otherwise, except to an organization conceived and organized to own and

maintain the Common Areas, without first receiving approval of County. County, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the Common Areas to the public as are deemed necessary.

- 3.4. In the event that County determines that the Association, or any successor organization, has failed at any time to maintain the Common Areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then County shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to maintain the Common Areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before County at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the Common Areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as County may allow, then County, in order to preserve the taxable values of the real property within the PUD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of County entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within

the PUD. Such notice shall be sent at least fifteen (15) days in advance of the hearing. At such hearing, County may determine that it is advisable for County to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to County standards, for one (1) year. Such entry, possession and maintenance shall not be deemed a trespass when done in accordance with the procedures set forth above. In no event shall any such entry, possession and maintenance be construed to give the public or County the right to use the Common Areas.

- 3.5. County may, upon public hearing with notice given in the same manner as above, return possession and maintenance of such common areas to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by County shall be assessed ratably against the real properties within the PUD, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.
- 3.6. Any assignment of the NINETY-FIVE RIVERSIDE PUD AGREEMENT to the Association shall relieve Owner of any requirements or obligations under the NINETY-FIVE RIVERSIDE PUD AGREEMENT and shall become the sole obligation and requirements of the Association.
4. The recitals listed above are incorporated into this Amendment.

5. All the terms and conditions of the Ninety-Five Riverside PUD Agreement and Amendments thereto which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date this Amendment was approved by the Board of County Commissioners.

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OWNER

WITNESSES:

I-95 Group, LLC, a Florida limited liability company

By: I-95 Development, LLC, a Florida limited liability company, Manager

Name: _____

By: _____
David Ederer, Manager

Name: _____

1699 South Federal Highway
Boca Raton, Florida 33432

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments before me by means of ☒ physical presence or ☐ online notarization, personally appeared David Ederer, Manager of I-95 Development, LLC, a Florida limited liability company, Manager of I-95 Group, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing, and acknowledged before me that he executed same. He is [☒] personally known to me or [☐] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

(NOTARIAL STAMP)

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN
Clerk of the Circuit Court and Comptroller

By: _____
EDWARD V. CIAMPI, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(COMMISSION SEAL)

ELYSSE A. ELDER
Deputy County Attorney

EXHIBIT A

NINETY-FIVE RIVERSIDE – PHASE IV LEGAL DESCRIPTION

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Robert S. Raynes, Jr., a member of the Florida Bar, hereby certify that the record title to the property described in **Exhibit A** to the Planned Unit Development Zoning Agreement dated the _____ day of _____, 2023 by and between I-95 GROUP, LLC, a Florida limited liability company, and County, is in the ownership of I-95 GROUP, LLC, a Florida limited liability company.

Dated this _____ day of _____, 2023.

Robert S. Raynes, Jr.
Florida Bar # 124672
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the owner of the property described in **Exhibit A**, to the Planned Unit Development Zoning Agreement (PUD) dated the ____ day of _____, 2023 between I-95 GROUP, LLC, a Florida limited liability company, and County, does hereby covenant and agree that: (i) the property described in **Exhibit A** 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 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 may 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.

OWNER

WITNESSES:

I-95 Group, LLC, a Florida limited liability company

By: I-95 Development, LLC, a Florida limited liability company, Manager

Name: _____

By: _____
David Ederer, Manager

Name: _____

1699 South Federal Highway
Boca Raton, Florida 33432

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments before me by means of ☒ physical presence or ☐ online notarization, personally appeared David Ederer, Manager of I-95 Development, LLC, a Florida limited liability company, Manager of I-95 Group, a Florida limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing, and acknowledged before me that he executed same. He is [☒] personally known to me or [☐] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2023.

(NOTARIAL STAMP)

NOTARY PUBLIC

Printed Name: _____

My Commission Expires: _____

EXHIBIT D-1

NINETY-FIVE RIVERSIDE - REVISED MASTER & PHASING PLAN

EXHIBIT E

NINETY-FIVE RIVERSIDE - REVISED TIMETABLE FOR DEVELOPMENT

- A. The NINETY-FIVE RIVERSIDE PUD shall be constructed in accordance with this timetable for development and attached Revised Master and Phasing Plan attached as Exhibit D-1 and Phase IV Final Site Plan attached as Exhibit D-2.
- B. This timetable of development requires that all site development permits be obtained within one (1) year of approval of the final site plan and requires all construction of infrastructure to be completed within two (2) years of approval of the final site plan. As used herein, the term “development” shall not include single or multi-family homes.
- C. The core infrastructure improvements, consisting of the required stormwater management system, the appropriate NPDES components, stabilized roadways, and adequate fire protection must be completed before issuance of building permits. All required improvements, including but not limited to roads, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities and those identified on the final site plan must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy.

The phases to be constructed and the time period within which final site plan approval of each phase must be obtained and completed are as follows:

<u>Phase</u>	<u>Final Plan/Plat</u>	<u>Complete</u>	<u>Phase to be Constructed</u>
I (Completed)	11/8/88	8/30/91	<ul style="list-style-type: none">A. All clearing, grubbing and earthwork including filling to grade for the purposes of preparing the site in accordance with the drainage and grading plans.B. All excavation of lakes.C. Any incidental drainage that is needed.D. Service station/convenience store (Chevron).E. Welcome center office building.F. Construction of loop road per site plan.G. Grass seeding entire site.

Phase	Final Plan/Plat	Complete	Phase to be Constructed	
II	12/30/91 (Completed)	12/30/96	H.	Installation of temporary well and septic to be removed in Phase II.
			A.	2,525 square foot restaurant with a drive-thru (McDonald's).
			B.	Dock slips.
			C.	Removal of septic tank.
			D.	80 square foot storage area.
IIIA	6/30/95 (Completed)	12/30/95	E.	Fuel island
			A.	10,800 square feet of retail and restaurant space (Cracker Barrel).
IIIB			A.	120 room hotel with office/meeting and 60 seat restaurant/bar within the hotel and supporting infrastructure.
Final	4/30/07 (Completed)	12/31/08		
Plat	5/31/07 (Completed)	12/31/08	B.	Close existing median opening that lies approximately 175 feet north of the SR 76/Lost River Road intersection.
			C.	Construct six-foot concrete sidewalk along SW Lost River Road from SR 76 to the limits of the PUD.
			D.	Payment of \$30,000.00 to Martin County for new fire station in accordance with Special Condition 6 of Exhibit F.
IV	November 2023	November 2025	A.	98 single-family townhome units including supporting parking, landscape and infrastructure improvements and sidewalk connections.

EXHIBIT F

NINETY-FIVE RIVERSIDE - REVISED SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS:

The NINETY-FIVE RIVERSIDE PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this Agreement or set forth on the revised master plan, the NINETY-FIVE RIVERSIDE PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. ALCOHOLIC BEVERAGES:

Alcoholic beverages may be sold within the Ninety-Five Riverside project for on-site and off-site consumption so long as all requirements of Chapter 5, General Ordinances, Martin County Code, and the Florida Statutes are met.

3. DRAINAGE/STORMWATER MANAGEMENT:

- A. It shall be Owner's sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall County bear the responsibility for aiding the Owner in obtaining permits from the South Florida Water Management District or in funding the improvements necessary to develop the NINETY-FIVE RIVERSIDE PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, Association shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan and the Lake Area Management Plan to be submitted with the first final site plan application. The Maintenance Plan will provide that Owner shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by County. Neither County nor the SFWMD shall have any responsibility in maintaining the system.

4. EMERGENCY ACCESS/CONSTRUCTION ~~AND DELIVERY~~ ACCESS:

Any emergency/construction access indicated on the revised master site plan, final site plans and subdivision plats shall be primarily for emergency and construction vehicles, but may also be used by residential owners for egress. Owner shall secure the emergency and construction access in a manner acceptable to County. If gates are featured, a radio activated remote access system and knox switches, or locks approved by the Fire Marshall are required.

5. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as defined in the Land Development Regulations, Martin County Code, is resident on or otherwise is significantly dependent upon the NINETY-FIVE RIVERSIDE PUD, Owner shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by Owner.

Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction shall occur until all tortoises which will be impacted are relocated to upland preservation areas or off-site, as authorized by FFWCC. A certified environmental professional will supervise clearing in the areas of the gopher tortoise burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by FFWCC and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped, and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - If the number of tortoises exceeds the carrying capacity of the remaining natural area, the Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit from FFWCC. Every attempt shall be made to relocate within Martin County.

6. FIRE PROTECTION:

- A. All units, other than detached one and two family residences, which are in excess of 5,000 square feet or greater than two stories ~~or greater~~ in height shall be provided with a sprinkler system installed in accordance with NFPA 13, Standards for Automatic Sprinkler Protection, and NFPA 14, Standards for Standpipes. Compliance with all other provisions of the National Fire Protection Association is required. Specifically, stabilized roads and hydrant installations shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.
- B. To offset the impact of the project, within sixty (60) days after final site plan approval of Phase IIIB, Owner will pay \$30,000.00 to County towards the design cost for a new fire station to provide service to the S.R. 76 area.

7. HAULING OF FILL:

Owner agrees not to haul any fill off of the site of the Ninety-Five Riverside project and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. Owner shall also comply with all County excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with the approved Preserve Area Management Plan for the applicable phase.

8. IRRIGATION AND XERISCAPE:

The landscape plans for Ninety-Five Riverside shall consist of fifty percent (50%) native trees for Phases I through III. The landscape plans for Phase IV shall consist of seventy-five percent (75%) native trees. All plant material shall be drought tolerant and compatible with site conditions. The irrigation source will be surface water withdrawal from an on-site lake permitted by a current water use permit issued by the South Florida Water Management District. Owner shall keep the water use permit current and up to date.

9. PRESERVE AREAS:

No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by County. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase.

10. TEMPORARY CONSTRUCTION OFFICE:

Owner may establish and maintain on the property a temporary construction office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy. A bond for the removal of the construction office shall be supplied to County.

11. TEMPORARY SALES OFFICE:

Owner may establish and maintain on the property a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy. A bond for the removal of the sales office shall be supplied to County.

12. USES AND DEVELOPMENT STANDARDS:

Except as provided for within this Agreement or as set forth on the revised master and phasing plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the GC zoning district and COR-2 zoning district shall apply to the development of the Ninety-Five Riverside PUD.

13. WATER AND WASTEWATER:

Water and wastewater services for this project shall be provided by Martin County Utilities and Solid Waste Department. Owner shall provide an executed copy of an agreement for each phase for such service within sixty (60) days of final site plan approval of that phase for the NINETY-FIVE RIVERSIDE PUD.

14. PHASE IV AMENITIES:

All amenities associated with the construction of Phase IV must be completed prior to the issuance of the 40th Certificate of Occupancy for a residential unit in Phase IV.

15. MODELS:

Model units with necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved final site plan. The location and number, not to exceed two (2) buildings, shall be mutually agreed upon by the Owner and the Growth Management Department Director.

16. SCHOOL IMPACT:

Owner shall obtain a letter of "No Objection" from the Martin County School Board prior to final site plan approval for any residential units within the NINETY-FIVE RIVERSIDE PUD.

17. ACCESSORY USE AREAS:

Accessory use areas measuring ten feet deep and fifteen feet wide from the back façade of the building, as depicted on the Final Site Plan, shall be allowed for the construction of accessory structures pursuant to the Covenants and Restrictions, as amended from time to time by the Association.

18. SIGNAGE:

In addition to signs permitted by Article 4, Division 16, LDR, the following signs shall be permitted within the Pulte-95 RIVERSIDE PUD:

- A. Up to ten (10) signs to guide vehicles and pedestrians to locations throughout the PUD, including, but not necessarily limited to, model homes, sales center, amenities (e.g. recreation center) and student school bus pickup location. Such signage may be located at the front entrance drive and elsewhere within the PUD outside of any public right-of-way. Each sign may be no greater than 36" x 72" in size. A typical example of the directional signs permitted herein is shown on Exhibit G.
- B. Up to two (2) temporary signs providing information about the PUD, which may be located along S.W. Lost River Road and S.W. Kanner Highway, on the Pulte-95 RIVERSIDE PUD property and outside of the public right-of-way. Each sign may be no greater than 47" x 92" in size. One (1) sign shall be located approximately where the proposed monument sign for the PUD is to be located.

All such temporary signage permitted herein shall be removed within twenty-four (24) months from the date of the issuance of the first building permit for the PUD. A typical example of the sign permitted herein is shown on Exhibit G.

- C. Three (3) temporary signs, which may be located at, around or within the project boundaries, to promote lifestyle amenities within and around the project. Such temporary signs shall be removed no later than twenty-four (24) months after the issuance of the first (1st) building permit for a non-model residential unit. A typical example of the sign permitted herein is shown on Exhibit G.
- D. Up to two (2) temporary construction entrance signs. Each sign may be no greater than 40" x 47" in size. The construction signs shall be removed within three (3) months of the issuance of the last certificate of occupancy for a residential unit. A typical example of the sign permitted herein is shown on Exhibit H.

19. PUBLIC ACCESS AND PARKING:

As a condition of previously approved Resolution 03-8.13, Owner shall provide two (2) public parking spaces and a six-foot (6') sidewalk along SW Kanner Highway right-of-way providing a pedestrian connection to the .332 acre riverfront property adjacent to the South Fork of the St. Lucie River owned by Martin County (PIN: 05-39-41-000-000-00131-0) (the "County Property")

20. PUBLIC BENEFITS:

The following public benefits shall be provided prior to the first non-model certificate of occupancy:

- A. A lakeside pavilion shall be constructed in order to provide views of the lake feature and associated wildlife. The pavilion shall include two (2) picnic tables (one (1) ADA accessible) and a bike rack (Six (6) bike capacity) within close proximity. The area around the pavilion shall be planted with native trees and understory plantings providing a shady environment and an attractive lush native garden habitat.
- B. Two (2) Nesting poles/platforms shall be installed adjacent to the lake feature and the preserve area which are highly visible from the lakeside pavilion for purposes of providing environmental features which attract and provide a safe nesting location for ospreys and or other birds.
- C. Environmental signage will be provided adjacent to the lakeside pavilion in order to educate the general public on native plant species, birds and other lake wildlife as well as the ecosystem of the St. Lucie River.
- D. Solar bollard lighting and shade trees shall be installed along the entire 6' sidewalk connection to the Martin County Property as well as along a lake trail and shall incorporate two (2) benches.

- E. Owner shall provide exotic removal in accordance with the established Preserve Area Management Plan, and thereafter ASSOCIATION shall provide maintenance in perpetuity for the Martin County Property.
- F. Owner shall provide a \$30,000.00 donation to the to the Martin County Fire Department which could be utilized for fire traffic preemption or other lifesaving options at the discretion of the Martin County Fire Department.
- G. Owner shall provide pedestrian light poles along the entire Phase IV property frontage which is directly adjacent to the sidewalk within the SW Lost River ROW in order to provide safety and security for the adjacent communities and pedestrians walking along the sidewalk at night.
- H. Owner shall provide landscape lighting to accent the beauty and character of the existing large specimen live oak trees which are being preserved along the entire frontage of the Phase IV property adjacent to SW Lost River Road ROW.
- I. Owner shall contribute the amount of \$85,000.00 as a donation to the Martin County Public Works Department which shall be used towards the milling and resurfacing of SW Lost River Road.
- J. Owner shall plant all dry retention areas with native trees, shrubs, and ornamental grasses in order to improve the stormwater quality and treatment processes.
- K. Owner shall reestablish and replant the three (3) landscape medians within the public right-of-way known as SW Lost River Road, starting at the intersection of SW Kanner Highway, with native plant materials, including trees, shrubs, ornamental grasses and ground cover. The three (3) medians shall be maintained in perpetuity by the Owner.

21. ENVIRONMENTAL BENEFITS

- A. Owner shall provide on-site sustainable landscape and low impact design and tree preservation:
- B. Owner shall provide an additional 197 trees on-site beyond Martin County's minimum landscape code requirements as per LDR Section 4.663. Additional provided trees shall include both proposed trees and tree credits obtained by preserving existing native trees.
- C. Owner shall preserve 54% of the existing protected trees within the proposed development which is a total of 45 native trees for a combined D.B.H. of 699 inches.

- D. Owner shall provide a minimum of 97% of required native trees which is in excess of the 75% required per Section 4.664.B.2., of the Martin County Land Development Regulation.
- E. Owner shall provide a minimum of 56% open space which is an additional 0.66 Ac. above the minimum requirement.
- F. Owner shall plant all dry retention areas with native trees, shrubs, and ornamental grasses in order to improve the stormwater quality and treatment processes.

22. NORTHERN BUFFER:

Prior to the issuance of the certificate of occupancy for any unit adjacent to the northern buffer approved as part of Phase IIIB, Owner shall remove exotics and reestablish and replant the type 3 bufferyard in accordance with the previously approved landscape plans for Phase IIIB.

EXHIBIT G
NINETY-FIVE RIVERSIDE – AMENDED PRESERVE AREA MANAGEMENT PLAN
(PAMP)

EXHIBIT H

NINETY-FIVE RIVERSIDE – EXAMPLE OF SIGNS PERMITTED



A
s/s Community Signs

Qty: 2
47"x94" - **TRUE TO SIZE**
Direct Print w/Gloss Lam
on 3MM Dibond

Mechanically Fastened to Frame
w/(3) Decorative Screw Caps - White
(6) Snap-Cap - Royal Blue Gloss
SKU: SC10/12RBG

(2) 144"x4"x4" Aluminum Posts
w/(3) 48"x2"x2" Aluminum Tubing
w/(2) Alum. End Caps
Painted 1 Color

*See Frame A Production Proofs
For More Details

***SET AS A V-SHAPED SIGN**



WO.361776 V.10.02.23

Pulte - SEFL - Kanner



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Exterior Sign Package - 1 of 8



D/S Welcome Monument ID Box Sign

Qty: 1

36"x72"x4.5"
Digital Print (Oracal) w/Gloss Lam
on 3MM Dibond Box

(2) 96"x4" Wooden Inner Posts
Painted 1 Color

(2) Decorative Screwcaps - White
(8) Snap-Cap - Royal Blue Gloss
SKU: SC10/12RBG
Provided for Final Installation

*See Production Proofs A

PRINT		PAINT
PANTONE 540 C	PANTONE 141 C	WHITE GLOSS

WO.361776 V.10.02.23

Pulte - SEFL - Kanner

Exterior Sign Package - 2 of 8



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Qty: 2 (1 of each)

20x32"x4.5"

(2) 52"x4"x4" Wooden Inner Posts
Painted 1 Color

*See Production Proof B



Pulte - SEFL - Kanner

Exterior Sign Package - 3 of 8



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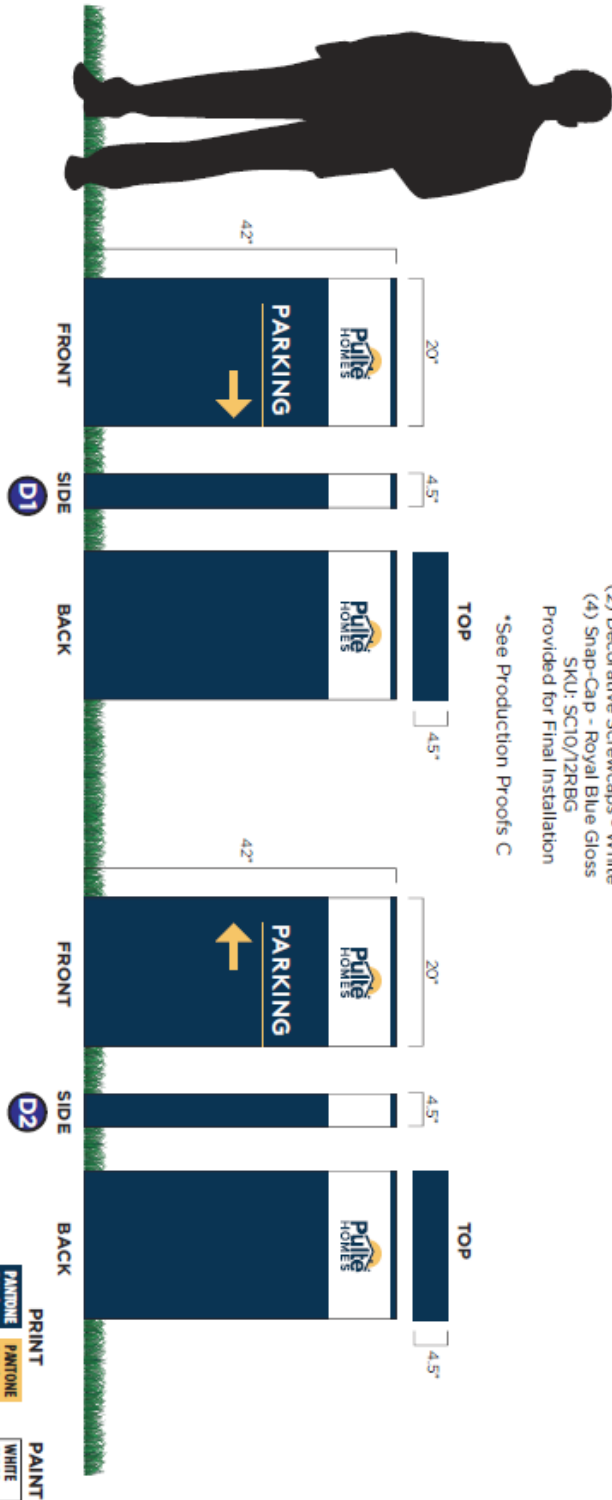
D/S Parking Directional Box Sign

Qty: 2 (1 of each)
20"x42"x4.5"
Digital Print (Oracal) w/Gloss Lam
on 3MM Dibond Box

(2) 66"x4"x4" Wooden Inner Posts
Painted 1 Color

(2) Decorative Screwcaps - White
(4) Snap-Cap - Royal Blue Gloss
SKU: SC10/12RBG
Provided for Final Installation

*See Production Proofs C



WO.361776 V.10.02.23

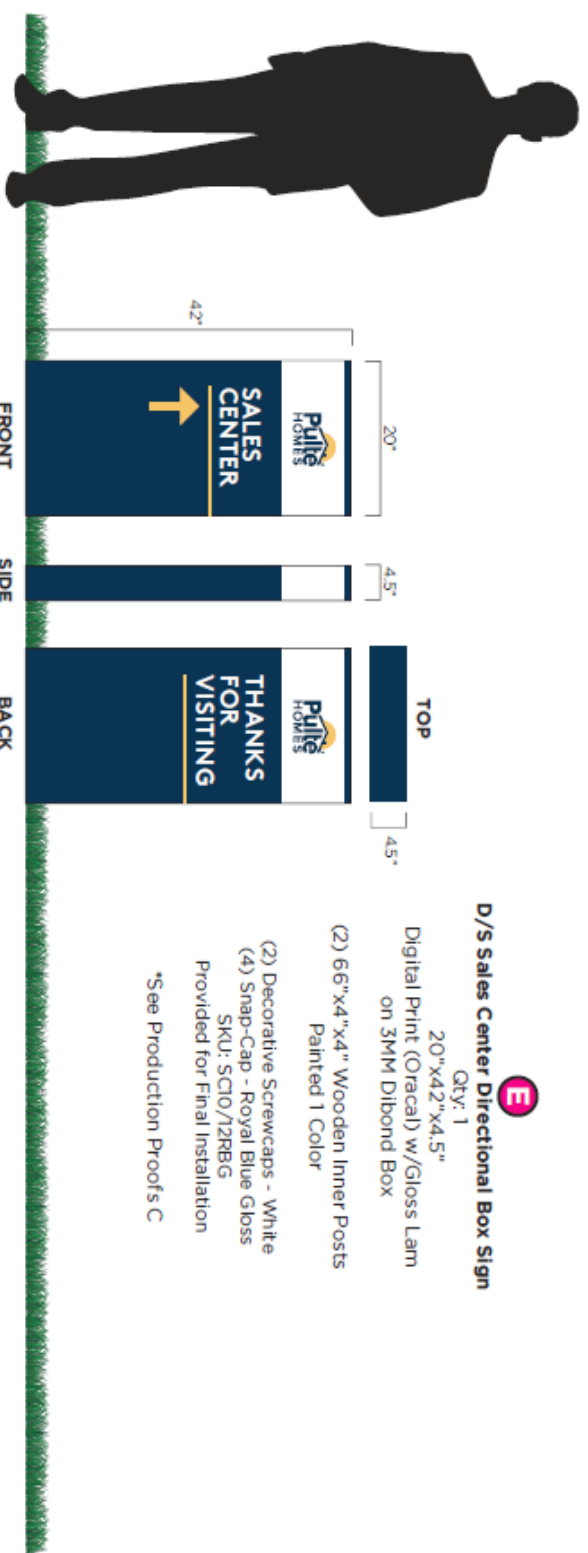
Pulte - SEFL - Kanner

Exterior Sign Package - 4 of 8



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D/S Sales Center Directional Box Sign

Qty: 1

20"x42"x4.5"
Digital Print (Oracal) w/Gloss Lam
on 3MM Dibond Box

(2) 66"x4"x4" Wooden Inner Posts
Painted 1 Color

(2) Decorative Screwcaps - White
(4) Snap-Cap - Royal Blue Gloss
SKU: SC10/12RBG
Provided for Final Installation

*See Production Proofs C

PRINT		PAINT
PANTONE 540 C	PANTONE 141 C	WHITE GLOSS

wo.361776 v.10.02.23

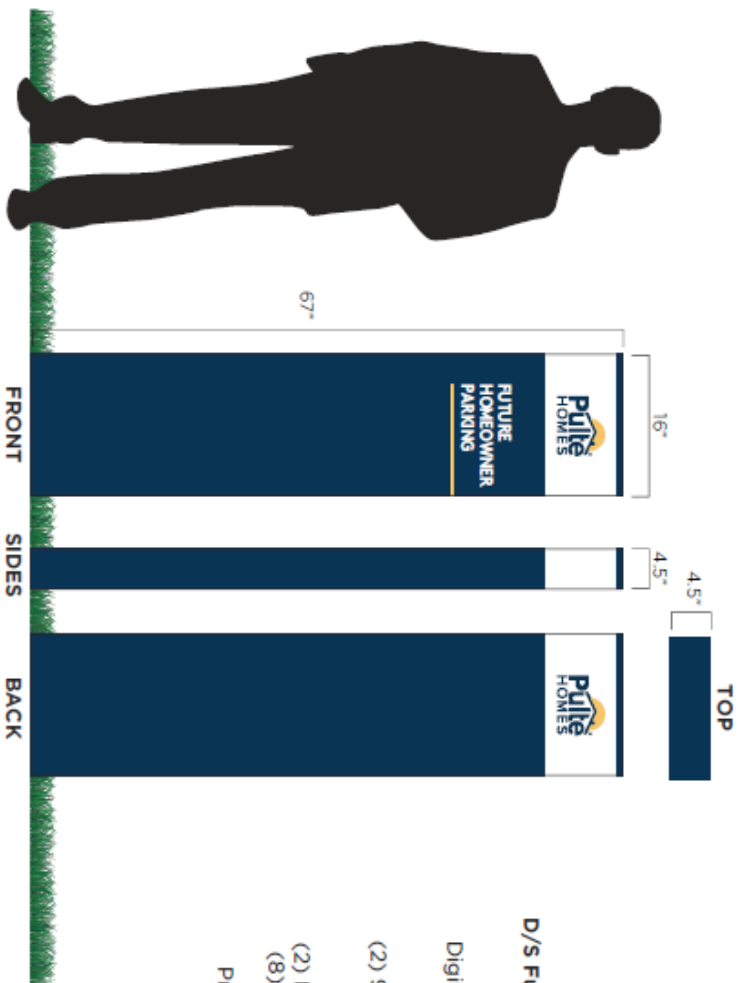
Pulte - SEFL - Kanner

Exterior Sign Package - 5 of 8



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D/S Future Homeowner Parking Signs

Qty: 3

16"x67"x4.5"
Digital Print (Oracal) w/Gloss Lam
on 3M/Dibond Box

(2) 91"x4"x4" Wooden Inner Posts
Painted 1 Color

(2) Decorative Screwcaps - White
(8) Snap-Cap - Royal Blue Gloss
SKU: SC10/12RBG
Provided for Final Installation

*See Production Proof D

PRINT



PAINT



WO.361776 V.10.02.23

Pulte - SEFL - Kanner

Exterior Sign Package - 6 of 8



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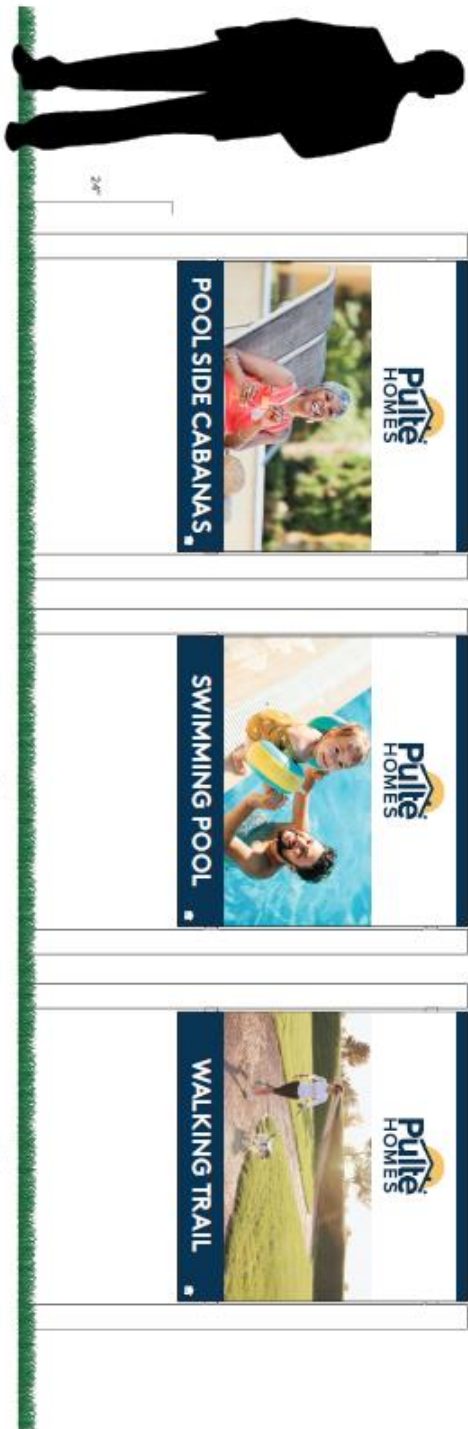
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S/S Lifestyle Signs
 Qty: 3 (1 of each)
 47"x47" - **TRUE TO SIZE**
 Direct Print w/Gloss Lam
 on 3MM Dibond

Mechanically Fastened to Post
 w/(3) Decorative Screw Caps - White
 (3) Snap-Cap - Royal Blue Gloss - SKU: SCTO/12RBG

(2) 95"x4"x4" Aluminum Posts
 w/(2) 48"x2"x2" Aluminum Tubing
 w/(2) Alum. End Caps
 Painted 1 Color

* See Frame B Production Proofs
 For More Details



G1

G2

G3

PRINT
 PANTONE 540C PANTONE 141C
PAINT
 WHITE GLOSS

WO.361776 v.10.02.23

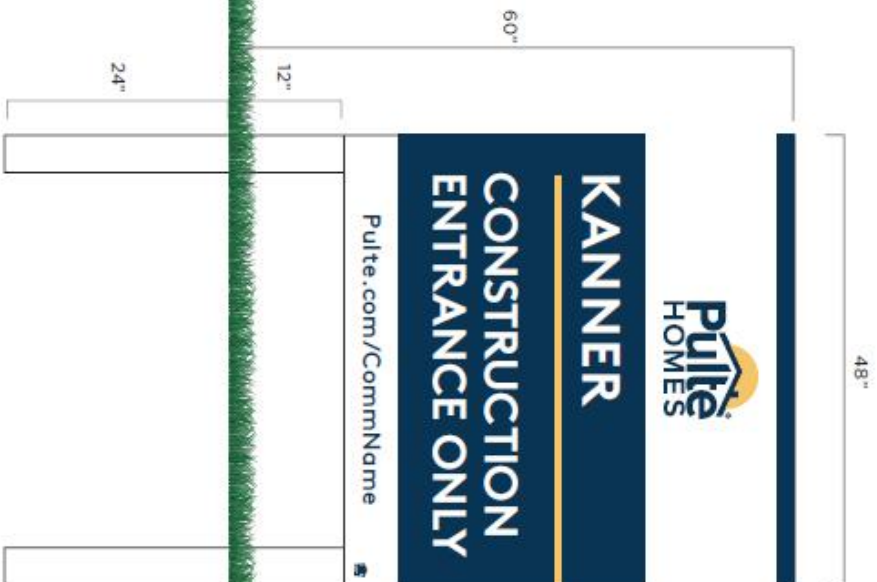
Pulte - SEFL - Kanner

Exterior Sign Package - 7 of 8



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KANNER

**CONSTRUCTION
ENTRANCE ONLY**

Pulte.com/CommName



S/S Construction Entrance Sign

Qty: 2

48"x48"

(16 Sq ft)

Direct Print w/Gloss Lam
on 3MM Dibond

(2) 84"x4"x4" Wooden Posts
w/Wooden Inner Frame
Painted 1 Color

**NOT INSTALLED IN CONCRETE
PER COUNTY REQUIREMENTS**

PRINT

PAINT



Exterior Sign Package - 8 of 8

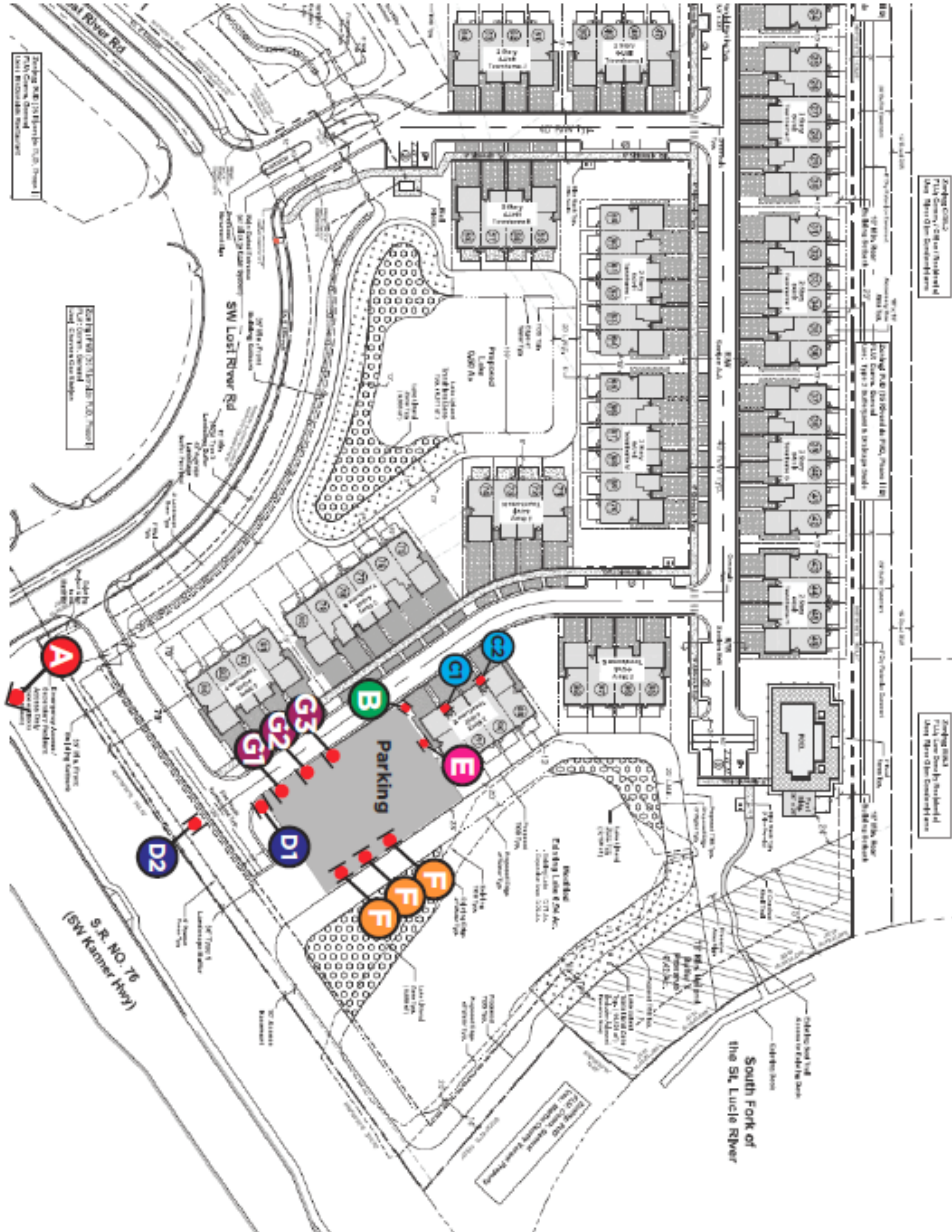
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Pulte - SEFL - Kanner



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- A** S/S Temporary PUD Information Signs
Set as V-Shape
- B** D/S Welcome Monument ID Box Sign
- C1** D/S Model ID Sign - Cobalt
- C2** D/S Model ID Sign - Latitude
- D1** D/S Parking Directional Box Sign - Right
- D2** D/S Parking Directional Box Sign - Left
- E** D/S Sales Center Directional Box Sign
- F** D/S Future Homeowner Parking Signs
- G1** S/S Lifestyle Sign - Cabanas
- G2** S/S Lifestyle Sign - Pool
- G3** S/S Lifestyle Sign - Walking Trail
- H** S/S Construction Signs

WO.361776 V.10.02.23

Pulte - SEFL - Kanner

Installation



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