

*Pursuant to Sec. 695.26, F.S.*  
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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THIRD AMENDMENT TO DISCOVERY

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS THIRD AMENDMENT TO PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Third Amendment”), made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between DISCOVERY HOBE SOUND INVESTORS, LLC, a Delaware limited liability company, hereinafter 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, and public hearing, the County approved, on the 13th day of September 2022, a Planned Unit Development Zoning Agreement for the development of a project known as DISCOVERY. The Discovery Planned Unit Development Zoning Agreement became effective on September 18, 2023, and was recorded in Official Records Book 3402, Page, 443 of the Public Records of Martin County, Florida, and which has been amended through and including that certain Second Amendment to Discovery Planned Unit Development Zoning Agreement, dated March 12, 2024, and recorded in Official Records Book 3434, Page 2981, of the Public Records of Martin County, Florida, said Discovery Planned Unit Development Agreement and all amendments thereto, are hereinafter collectively referred to as the “PUD Agreement”; and

WHEREAS, OWNER desires to amend the PUD Agreement to revise Exhibit D – Revised Master Site Plan, Exhibit D-1 – Revised Phasing Plan and Paragraph 10. Notice.

NOW, THEREFORE, the parties do hereby agree as follows:

1. The recitals set forth above are true and correct and are made part of this Third Amendment.
2. Exhibit D – Revised Master Site Plan of the PUD Agreement is replaced by and modified, as shown on Exhibit D – Revised Master Site Plan of this Third Amendment to include changes in the site plan resulting from minor changes to the limits of the Phase 3B Clubhouse Tract, minor changes to the limits of the Phase 4 Adventure Park Tract, and the addition of a Lake Clubhouse in Phase 3B within the adjacent Lake Tract.
3. Exhibit D-1 – Revised Phasing Plan of the PUD Agreement is replaced by and modified, as shown on Exhibit D-1 – Revised Phasing Plan of this Third Amendment to include a revised Phasing Plan.
4. Paragraph 5, Fire Protection, of Exhibit F, Special Conditions is deleted in its entirety and replaced with the following:

#### FIRE PROTECTION

Fire Department access and water supply shall comply with Florida Fire Prevention Code Latest Adopted Edition, NFPA 1 Uniform Fire Code Chapter 18, NFPA 101 Life Safety Code.

#### ACCESS

Approved fire department access roads shall be provided for every facility, building, or portion of a building. Fire department access roads shall consist of roadways, fire lanes, parking lot lanes or a combination thereof and be maintained.

Gated communities, subdivisions or developments must be equipped with a radio activated remote access system to allow emergency access into the community, subdivision, or development. In addition, a key switch system shall be installed as a secondary access system.

#### WATER SUPPLY AND NEEDED FIRE FLOW REQUIREMENT FOR BUILDINGS

An approved water supply capable of supplying the required fire flow for fire protection shall be provided in accordance with the provisions set forth in the adopted Florida Fire Prevention Code. Where no adequate or reliable water distribution system exists, all inhabitable structures, greater

than 1000 square feet shall have automatic fire sprinklers system in accordance with the requirements of the National Fire Protection Association NFPA 13, NFPA 13R, NFPA 13D standards.

The provisions in Paragraph 5, Fire Protection, above shall be applicable to any development applications submitted subsequent to the date of this Third Amendment.

5. Paragraph 10. Notice is hereby amended and replaced in its entirety by the following:

NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this PUD Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice, the addressees are as follows:

OWNER:

Jeffrey Holland, Esq.  
Discovery Hobe Sound Investors, LLC  
4800 North Scottsdale Road  
Suite 3850  
Scottsdale, Arizona 85251

with copy to:

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

with copy to:

Joseph L. Arenson, Esq.  
Discovery Hobe Sound Investors, LLC  
257 N. Canon Drive, Suite 300  
Beverly Hills, CA 90210

COUNTY:

County Administrator  
Martin County  
2401 S.E. Monterey Road  
Stuart, Florida 34996

With required copy to:

County Attorney  
Martin County  
2401 S.E. Monterey Road  
Stuart, Florida 34996

6. All defined terms in this Third Amendment shall have the same meaning as in the PUD Agreement, except if otherwise noted herein. All of the terms and conditions of the PUD Agreement which are not specifically amended or revised by this Third Amendment shall remain in full force and effect. In the event of any conflict between the provisions of the PUD Agreement and the provisions of the Third Amendment, this Third Amendment shall control.

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

**OWNER**

**DISCOVERY HOBE SOUND  
INVESTORS, LLC**

WITNESSES:

\_\_\_\_\_  
Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_  
Joseph Arenson,  
Authorized Signatory

Address: \_\_\_\_\_  
\_\_\_\_\_

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by Joseph Arenson, as Authorized Signatory of Discovery Hobe Sound Investors, LLC, on behalf of said entity, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary Public  
Printed Name: \_\_\_\_\_  
(Notary Seal)

**COUNTY**

**BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA**

\_\_\_\_\_  
CAROLYN TIMMANN  
Clerk of the Circuit Court and Comptroller

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:**

(COMMISSION SEAL)

By: \_\_\_\_\_  
Elysse A. Elder  
Deputy County Attorney

**EXHIBIT D**

**REVISED MASTER SITE PLAN**

Revised Master site plan as approved by Martin County Board of County Commissioners.

**EXHIBIT D-1**

**REVISED PHASING PLAN**