

Prepared by and return to:  
Tyson Waters, Esq.  
Fox McCluskey Bush Robison, PLLC  
3461 SE Willoughby Blvd.  
Stuart, Florida 34990  
772-287-4444  
File No. PU27S01

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

THIS SECOND AMENDMENT TO THE HIGHPOINTE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Second Amendment”), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 (the Original PUD Agreement and First Amendment to PUD Agreement are collectively referred to as “PUD Agreement”); and

**WHEREAS**, Phase 1 of the development has been platted and certain portions conveyed. CHURCH is the owner of the Phase 2 Property that is described in attached Exhibit A-1 (“Phase 2 Property”); and

**WHEREAS**, PULTE acquired all right, title and interest in that portion of the PUD Property that is described in attached Exhibit A-2 (“Pulte Property”); and

**WHEREAS**, the ASSOCIATION acquired an interest in that portion of the Property that is described in attached 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

**WHEREAS**, CAMP VALOR acquired all right, title and interest in the OPERATION 300 Parcel described in attached Exhibit A-4; and

**WHEREAS**, OWNER and COUNTY desire to amend the PUD Agreement to modify portions of the Agreement, the Master Site Plan, the Phasing Plan, the Special Conditions and the Preserve Area Management Plan/Lake Area Management Plan (PAMP), all of which are exhibits to the PUD Agreement.

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 Second Amendment.
2. Paragraph 6 of the PUD Agreement, CHANGE OR AMENDMENT is deleted and replaced in its entirety with the following:

CHANGE OR AMENDMENT

A. There shall always be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code (LDR).

B. Notwithstanding Paragraph 6.A., OWNER, its successors in interest and COUNTY may amend or terminate this PUD Agreement without securing the consent of other property owners whose property is subject to the PUD Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.”

3. Exhibit B, Ownership Certificate, of the PUD Agreement is supplemented with the attached Exhibit B-1, Ownership Certificate for Phase 2 Property.

4. Exhibit C, Unified Control, of the PUD Agreement is supplemented by the attached Exhibit C-1, Unified Control for the Phase 2 Property.

5. Exhibit D, Master Plan, of the PUD Agreement, is deleted and replaced in its entirety and replaced with attached Exhibit D.

6. Exhibit E-1, Phasing Plan, of the PUD Agreement, is deleted and replaced in its entirety with attached Exhibit E-1.

7. Exhibit F, Special Conditions, of the PUD Agreement, is amended as provided in attached Exhibit F, Special Conditions.

8. Exhibit G, PAMP, of the PUD Agreement, is deleted and replaced in its entirety with attached Exhibit G.

9. This Second 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.

10. All of the terms and conditions of the PUD Agreement and Exhibits which are not specifically amended or revised by this Second 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:

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

By: \_\_\_\_\_

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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

(NOTARIAL STAMP)

\_\_\_\_\_  
Notary Public

My commission expires:

WITNESSES

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

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

**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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

(NOTARIAL STAMP)

\_\_\_\_\_  
Notary Public  
My commission expires:

WITNESSES

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

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

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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

(NOTARIAL STAMP)

\_\_\_\_\_  
Notary Public  
My commission expires:

WITNESSES

**CAMP VALOR**

Camp Valor, LLC, a Florida limited liability company

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

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

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 \_\_\_\_\_, 2023.

(NOTARIAL STAMP)

\_\_\_\_\_  
Notary Public  
My commission expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

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CAROLYN TIMMANN, CLERK OF THE  
CIRCUIT COURT AND COMPTROLLER

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CHAIR

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

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ELYSSE A. ELDER  
DEPUTY COUNTY ATTORNEY

**EXHIBIT A-1**  
**PHASE 2 PROPERTY**

**EXHIBIT A-2**  
**PULTE PROPERTY**

**EXHIBIT A-3**  
**ASSOCIATION PROPERTY**

**EXHIBIT A-4**  
**OPERATION 300 PARCEL**

**EXHIBIT B-1**  
**OWNERSHIP CERTIFICATE FOR PHASE 2 PROPERTY**

I, Tyson Waters, Esq., a member of the Florida Bar, hereby certify that the record title to the Phase 2 Property within the Planned Unit Development Zoning Agreement dated the 27<sup>th</sup> day of April, 2021, as amended, by and between Christ Fellowship Church, Inc. and MARTIN COUNTY, is in the ownership of Christ Fellowship Church, Inc.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

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Name: Tyson J. Waters  
Fox McCluskey Bush  
Robison, PLLC  
Address: 3461 SE Willoughby Blvd.  
Stuart, Florida 34994  
Florida Bar #: 486566

**EXHIBIT C-1**  
**UNIFIED CONTROL FOR PHASE 2 PROPERTY**

The undersigned, being the owner of the property described as the Phase 2 Property to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the 27<sup>th</sup> 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:

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

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 \_\_\_\_\_, 2023, 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 \_\_\_\_\_, 2023.

(NOTARIAL STAMP)

\_\_\_\_\_

Notary Public  
My commission expires:

**EXHIBIT D**  
**REVISED MASTER SITE PLAN**

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

**EXHIBIT E-1**  
**REVISED PHASING PLAN**

See approved Phasing Plan on following page(s).

**EXHIBIT F**  
**SPECIAL CONDITIONS**

1. **COMPLIANCE REQUIREMENTS**

The Highpointe PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement, the Highpointe PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. **USES AND DEVELOPMENT STANDARDS**

A. Except as provided for within this PUD Agreement, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-1A zoning district shall apply.

B. The following development standards will apply to the residential development lots within the Highpointe PUD:

- i. Minimum Building front setback: 20'
- ii. Minimum Building rear setback: 10'
- iii. Minimum Building side setback: 5'
- iv. Minimum lot depth: 120'
- v. Minimum lot width: 40'
- vi. Accessory structures shall have a minimum rear setback of 5 feet.

C. Signs.

In addition to signs permitted by Article 4, Division 16, LDR, the following signs shall be permitted within the Highpointe PUD:

i. 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 30" x 28" in size. A typical example of the sign permitted is shown on Exhibit H.

ii. Up to two (2) temporary signs providing information about the PUD, which may be located along Pratt Whitney Road, on the Highpointe PUD

property and outside of the public right-of-way. Each sign may be no greater than 92" x 48" in size. One (1) sign shall be located approximately where the proposed monument sign for the PUD is to be located and such temporary sign will be removed upon the completion of the installation of the monument sign. All such temporary signage permitted herein shall be removed within thirty-six (36) months from the date of the issuance of the first building permit for the PUD. A typical example of the sign permitted is shown on Exhibit H.

iii. Up to two (2) temporary banner signs, which may be located at or around the front entrance into the project. Each sign may be no greater than 26" x 100" in size. The banner sign shall be removed prior to the issuance of the building permit for the last residential unit. A typical example of the sign permitted is shown on Exhibit H.

iv. One (1) sign identifying the recreation center, which sign may be located within twenty (20) feet of the right-of-way at or adjacent to the recreation center parcel. Such sign may be no greater than 84" x 48" in size. A typical example of the sign permitted is shown on Exhibit H.

v. One (1) entry monument sign to be located within the CR-711 (SW Pratt Whitney Road) right-of-way at the entrance of the PUD, pursuant to a Right-of-Way Use Permit and a Right-of-Way Maintenance Agreement. The monument sign may be double-sided. The elevations and dimensions of such subdivision entry monument sign shall be as shown on Exhibit H.

vi. Signage identifying the equestrian trail shall be provided throughout the equestrian trail that is part of the PUD. A typical example of the sign permitted is shown on Exhibit H.

### 3. DRAINAGE AND STORMWATER MANAGEMENT

A. It shall be the OWNER'S sole responsibility to obtain the necessary drainage and stormwater management permits from the South Florida Water Management (SFWMD). In no event shall COUNTY bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Highpointe PUD

B. In order to ensure that the PUD's drainage and stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage and stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with 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 COUNTY at final site plan approval in order to assure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

C. OWNER has requested the release of a Flow-through Drainage and Access Easement that contains open channels for the passage of off-site flows from properties west of CR-711 (SW Pratt Whitney Road) and properties south of SW Bulldog Way. OWNER shall be responsible for continuously maintaining all off-site flows during the construction of the required infrastructure, which may include the need to temporarily reroute the existing open channels until such time that the stormwater management system functions as intended.

D. OWNER agrees that prior to the release of the existing drainage easement that assures the offsite flows from the Foxwood development and the nursery property located south of SW Bulldog Way across the subject property, OWNER will ensure the necessary drainage/flowthrough easements are in place or on the proposed plat prior to plat approval and recordation.

E. OWNER agrees that should any adverse offsite impacts be encountered by the Foxwood development or the nursery property located south of SW Bulldog Way, above what each currently encounters, as a result of the modifications to the drainage/flowthrough easement OWNER will diligently pursue a solution by either routing the existing stormwater flow from the offsite property around their proposed stormwater management system or some other mutually acceptable solution.

#### 4. EMERGENCY, CONSTRUCTION, AND DELIVERY ACCESS

Any emergency, construction, and delivery access shall be provided at all times. The OWNER shall secure the emergency, construction, and delivery access in a manner acceptable to the

COUNTY. If gates are featured, a radio activated remote access system and knox switches, or locks approved by the Fire Marshall are required.

5. ENDANGERED SPECIES

A. In the event that it is determined that any representative plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Highpointe PUD, the 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 Services (USFWS). Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

B. Gopher Tortoises – In Florida, gopher tortoises are protected as a Threatened Species. No land clearing or construction within a phase shall occur until all tortoises within that phase which will be impacted are relocated to upland preservation areas or off-site. 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 the Florida Fish and Wildlife Conservation Commission 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, either on-site or off-site. Once the tortoise(s) have been safely relocated, equipment operations can resume.

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

D. 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 the Florida Fish and Wildlife Conservation Commission. Every attempt shall be made to relocate the tortoises within the project site or Martin County.

6. EXISTING CHURCH STRUCTURE

The existing Christ Fellowship Church site has been incorporated in the PUD. 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.

7. FIRE PROTECTION

Fire Department access and water supply shall comply with NFPA 1 Uniform Fire Code, Chapter 18.

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.

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, the alternative for compliance is all inhabitable structures, greater than 1000 square feet shall be provided with an automatic fire sprinkler system in accordance with the requirements of the National Fire Protection Association standards.

Florida Statutes § 633.202 – Florida Fire Prevention Code, states that oversight and enforcement of the Two-Way Radio Enhancements Systems/BDAS is the responsibility of the Authority Having Jurisdiction (AHJ), officially known as MCFR Fire Prevention Division.

8. IRRIGATION

Irrigation water for the entire PUD will be supplied by onsite lakes and/or wells pursuant to the water use allocation from South Florida Water Management District for groundwater withdrawals in accordance with all applicable regulations.

9. LANDSCAPING

Landscaping within this PUD shall comply with Article 4, Division 15 - Landscaping, Buffering and Tree Protection, LDR, except as otherwise provided for in the PUD Agreement.

A. Construction of a single-family residence shall require the planting of one (1) street tree prior to the issuance of a certificate of occupancy in accordance with the notes and specifications for Typical Lot Layouts provided on page 2 of the master site plan.

B. Additional street trees for the development infrastructure shall be

established for each phase of development in accordance with the Right-of-Way Sections schematic and notes provided on page 2 of the master site plan.

C. Existing native vegetation shall be maintained as native landscaping area identified as such on the master site plan adjacent to existing preserve areas totaling 13.39 acres.

D. As depicted on the lake area management plan, OWNER shall provide additional littoral zones and upland transition areas.

#### 10. TEMPORARY MODELS

The location and number of models, not to exceed thirteen (13), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. Models may be used for the sale of residential units within the PUD until such time as the last residential unit is issued a certificate of occupancy. A final site plan approval will be required prior to the issuance of a building permit for model units, consistent with Section 10.13.C., LDR, Martin County, Fla. (2019).

#### 11. PRESERVE AREAS

A. No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan attached as Exhibit G. The precise location of all the preserve areas shall be staked and surveyed prior to the first final site plan approval; these locations and shall be identified on a survey document provided at the pre-construction meeting for the development of the infrastructure. Permanent preserve area signs shall be installed on the preserve boundary at locations shown on the final site plan for each phase of development. Preserve areas shall be barricaded and protected with erosion control devices prior to and during construction of the infrastructure. A Preserve Area Management Plan amendment will be approved with the Master Site Plan approval.

B. Preserve areas shall be barricaded and protected with erosion control devices prior to and during construction of single-family homes abutting preserve areas. A permanent preserve area boundary marker shall be installed at one lot corner where it abuts the preserve area. The marker shall be installed immediately adjacent to the lot survey pin. If a larger preserve area sign already exists behind this lot, a preserve area boundary marker

is not required. An example of an acceptable preserve area boundary marker is a 4-inch preserve sign affixed to 4x4-inch pressure treated post, permanently set into the ground. Alternatives to this design may be provided to the Martin County Growth Management Department Environmental Division for approval, prior to installation.

12. SCHOOL IMPACT

The 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 Highpointe PUD.

13. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased in accordance with the approved final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within thirty (30) days of completion of work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be stabilized and/or sodded to the satisfaction of the Engineering Department upon completion of the lake construction.

14. TEMPORARY CONSTRUCTION OFFICE

The 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 for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

15. TEMPORARY SALES OFFICE

The 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 for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

16. WATER AND WASTEWATER

Water and wastewater services for this project shall be provided by Martin County Utilities. The 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 water conservation, OWNER shall

individually meter each unit and/or supporting structure.

17. RETENTION OF NATIVE VEGETATION

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plan for Highpointe PUD.

18. SUSTAINABLE DESIGN STANDARDS

"Streetscaping", including shade trees along walkways and the access roads, shall be required to avoid the "sea of asphalt" and "line of cars" effect and to provide a more meaningful balance between green spaces and dwellings, as further defined below. Street trees shall be considered part of the essential infrastructure of the development and therefore shall be maintained in perpetuity as a condition of approval of this PUD. Street trees that consist of *Quercus virginiana* trees shall be planted along roadways in a manner that will best maintain their long-term survival and health in perpetuity. These shade trees shall be maintained to avoid future conflicts with structures and utilities. Practices to be employed include canopy pruning to promote good structure and growth as well as root pruning and buried root barriers as specified on the approved master site plan to protect sidewalks, driveways, utilities and valley gutters. Sidewalks, utilities and other improvements that may be impacted or suffer damage due to street trees shall be replaced or relocated in lieu of street tree removal. Notwithstanding any law, ordinance or regulation to the contrary, the parties have agreed as a condition of approval of this PUD that street tree removal shall only be allowed as a last resort to remove diseased trees or trees critically damaged by weather, storm, fire or other natural causes. Any replacement tree shall be a live oak (*Quercus virginiana*) at least fourteen (14) feet tall with a 3-inch diameter at breast height or as may be authorized by the Growth Management Director.

19. PUBLIC BENEFITS

The OWNER shall provide the following public benefits as part of the Highpointe PUD:

- A. At no cost to the COUNTY or Operation 300, Inc., a Florida not-for-profit corporation ("Operation 300"), prior to the issuance of any non-model home building permit for the PUD, OWNER shall convey to Operation 300 the twenty (20) acre parcel shown on the master site plan as the "Operation 300 Parcel." Operation 300 may convey the Operation 300 Parcel to Camp Valor, LLC, a Florida limited liability company, provided Operation 300 continues to remain the sole owner and manager of Camp Valor, LLC and

Operation 300 continues to maintain its 501(c)(3) designation throughout the duration of Camp Valor's ownership of the property. Any other conveyance of the Operation 300 Parcel must be to a 501(c)(3) organization. The Operation 300 Parcel shall only be used for charitable purposes. Uses and development of the Operation 300 Parcel shall be consistent with the Martin County Comprehensive Growth Management Plan, the Land Development Regulations and the General Ordinances, however use of the Operation 300 Parcel for firearm training, tractor pulls or automobile races is strictly prohibited. Pursuant to Section 3.13.C.3., Land Development Regulations, Martin County Code, all of the gross land area of the Operation 300 Parcel was included and utilized for the calculation of the density for the Highpointe development. All residential units included in the maximum allowed density are allocated on land designated as "Residential Areas." No residential units may be developed on the Institutional Areas, including the Operation 300 site, as legally defined in Exhibit A-4.

B. As depicted on the master site plan, OWNER shall provide an additional 22.69 acres of upland preserve area and shall be responsible in perpetuity for its maintenance; provided, however, that upon the creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities to the ASSOCIATION.

C. Within sixty (60) days of the approval of this PUD Agreement, OWNER shall remit to the COUNTY a payment of \$25,000, to be used in the discretion of the Public Works Department Director.

20. PHASE 2 AMENITIES

Notwithstanding anything to the contrary in Exhibit E of this PUD Agreement, OWNER must obtain Certificates of Occupancy for all amenities associated with the construction of Phase 2, including the amenity center, recreational area and dog park, within twenty (20) months of the issuance of the first (1<sup>st</sup>) building permit for a residential unit in Phase 2. After such twenty (20) month period, no additional Certificates of Occupancy will be issued for a residential dwelling unit until OWNER obtains Certificates of Occupancy for all amenities associated with the construction of Phase 2. OWNER shall provide written notice of the timing for the construction of the amenities for Phase 2 to all potential purchasers.

21. HAULING OF FILL

The OWNER may haul fill off of the site of the Highpointe PUD and agrees to pay a hauling fee of \$0.21 per cubic yard (or the current rate, if different) of material that is hauled from the site, as determined during the review of each final site plan, which shall be paid within sixty (60) calendar days of the approved final site plan. The OWNER agrees to coordinate the routes and timing of any fill to be hauled with the County Engineer. The OWNER shall comply with all COUNTY excavating and filling regulations.

22. RIGHT-OF-WAY MAINTENANCE

The OWNER agrees to execute a Right-of-way Maintenance Agreement, which expressly defines the maintenance responsibilities being delegated and is recorded in the public records of Martin County, for the landscape and irrigation, decorative streetlights, and neighborhood identification signs within the CR-711 (SW Pratt Whitney Road) right-of-way. The Agreement shall be recorded prior to the issuance of the first building permit in Phase 2.

23. BULLDOG WAY

The OWNER agrees to diligently pursue coordination with the Martin County School Board to allow for a pedestrian path and gate from within the Highpointe PUD to a pedestrian friendly location within the Martin County School Board property adjacent to the PUD. If a proposed connection is not agreed to by the Martin County School Board prior to the issuance of the first Certificate of Occupancy for a residential unit in Phase 2 of the PUD, then the OWNER shall apply for a site plan modification to remove the connection point, sidewalk and gate connection from the site plan, which site plan modification may be administratively approved.

**EXHIBIT G**  
**AMENDED PRESERVE AREA MANAGEMENT PLAN/  
LAKE AREA MANAGEMENT PLAN**

See approved Amended Preserve Area Management Plan / Lake Area Management Plan on following page(s).