

Pursuant to Sec. 695.26, F.S.

Prepared by:

Name Cuzzo Planning Solutions, Inc.

Title Donald J. Cuzzo

Address P.O. Box 1939

Stuart, FL 34994

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**SECOND AMENDMENT TO THE COVE ROYALE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS SECOND AMENDMENT to the Cove Royale Planned Unit Development Zoning (PUD) Agreement, made and entered into this _____ day of _____, 2022, (“Amendment”) by and between KH Cove Royale, 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.

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, TLH-82 DOT, LLC and the COUNTY on March 26, 2019 entered into a Planned Unit Development (PUD) Zoning Agreement for the development of a project in Martin County, Florida known as Cove Royale which agreement is recorded in Official Record Book 3093, Page 253, Public Records of Martin County Florida; which has been amended through and including that certain one amendment to the Cove Royale Zoning Agreement, dated May 5, 2020, (“First Amendment,” and collectively with the Original Agreement and all amendments being referred to in this Amendment as the “PUD Agreement”); and

WHEREAS, on April 29, 2021, OWNER, acquired all right, title and interest to the property subject to the PUD Agreement, as reflected in the Special Warranty Deed between TLH-46 COVE ROAD, LLC and OWNER KH Cove Royale, LLC, as recorded in Official Records Book 3225, Page 2709 of the Public Records of Martin County (“Property”), the legal description for which is attached as Exhibit A; and

WHEREAS, OWNER desires to amend the PUD Agreement to revise Exhibit B, Ownership Certificate; Exhibit C, Unified Control; Exhibit D, Revised Master Plan and Phasing Plan; Exhibit E Revised Timetable of Development; Exhibit F, Special Conditions; and Exhibit G, Preserve Area Management Plan; and

WHEREAS, Exhibit D has been amended to increase the number of residential units from 118 to 120, increase the density from 1.22 dwelling units per acre to 1.24 dwelling units per acre, the realignment, reconfiguration and renumbering of the proposed lots; the replacement of dry retention areas with lakes and other engineering and stormwater management modifications included in the updated engineering drawings and reports; a reduction in the size of the clubhouse building and increase in the square footage of the extent of the community amenities connected with the clubhouse; phase one proposes to construct 83 single family units and phase two an additional 37 units; internal proposed roads and turning areas introduced or modified and have been realigned and some renamed; reconfiguration of Phase I upland preserve areas with a net increase from 15.07-acres to 15.10-acres; a reduction in provision of open space provided has reduced from 74.06-acres to 70.99-acres; the Phase I site, originally approved for 81 lots and a Clubhouse is now planned for 83 lots and a Clubhouse; the plans depict a future development option of Phase II; the stormwater drainage system has been upgraded for the overall site; the site, previously submitted with a dry retention system, now has an interconnected lake system; water quality will be provided in the new design by use of dry detention and wet lakes; the roadway alignments are generally in the same locations, as previously approved, only adjusted to provide wider width lakes needed to provide Stormwater Quality Treatment.

NOW THEREFORE, the parties do hereby agree as follows:

1. The above recitations are true and correct and incorporated herein by reference.
2. The Ownership Certificate for the Property contained in the Cove Royale PUD Agreement is replaced in its entirety by Exhibit B, Revised Ownership Certificate, attached hereto and incorporated herein.

3. The Unified Control for the Property in the Cove Royale PUD Agreement is replaced in its entirety by Exhibit C, Revised Unified Control, attached hereto and incorporated herein.

4. Paragraph 3, Vested Rights is hereby deleted and replaced in its entirety as follows:

VESTED RIGHTS

OWNER shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders. OWNER, its successors, assigns, shall have no vested rights in any expired development orders for this PUD. The County shall be held harmless from any and all liability stemming from any disputes between OWNER, its successors, assigns, predecessors in title or other property owners within the PUD regarding any development under this PUD Agreement.

5. Paragraph 6, Change or Amendment, is hereby deleted and replaced in its entirety as follows:

CHANGE OR AMENDMENT

A. There shall at all times 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 Zoning Agreement without securing the consent of other property owners whose property is subject to the PUD Zoning Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

6. The previously approved Revised Exhibit D, Master and Final Site Plan, is replaced in its entirety and replaced by the attached Exhibit D, Revised Master Plan and Phasing Plan.

7. The Timetable of Development, as revised in the First Amendment to the Cove Royale PUD Agreement in Revised Exhibit E is hereby replaced in its entirety by the attached Exhibit E, Revised Timetable of Development, to reflect the extension of time to obtain final site plan approval for Phase 1 and Phase 2, based on the extensions exercised by the OWNER and its predecessor in interest as to the Project, by notification to the County Florida Statutes resulting from the Governor's various declaration of emergencies.

8. The Special Conditions, originally attached as Exhibit F is hereby supplemented with the attached Supplemental Exhibit F, Supplemental Special Conditions, to revise the number of allowable Model Units to 6 units and the clearing of lots identified as accommodating up to 6 model units, which shall be allowed prior to the issuance of a certificate of occupancy for the recreation building/facilities and the Cove Royale residential subdivision.

9. The previously approved Revised Exhibit G, Preserve Area Management Plan, is hereby replaced in its entirety by the attached Exhibit G, Revised Preserve Area Management Plan.

10. All of the terms and conditions of the PUD Agreement which are not specifically amended or revised by this Amendment shall remain in full force and effect.

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 on which this Amendment was approved by the Board of County Commissioners.

OWNER

Witnesses

KH Cove Royale, LLC

Name

By:
Victoria Imhoff
Authorized Signatory

Name

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 20____, by name of officer, as title of officer (title) of name 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 _____, 20____.

(Notarial Stamp)

Notary Public
My Commission Expires:

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

EDWARD V. CIAMPI, CHAIRMAN

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

REVISED OWNERSHIP CERTIFICATE

I, Robert 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 _____, 20____ by and between KH Cove Royale, LLC, and MARTIN COUNTY, is in the ownership of KH Cove Royale, LLC.

Dated this _____ day of _____, 2023.

Robert S. Raynes, Jr.
Florida Bar No. 124672
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, FL 34996

EXHIBIT C

REVISED 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 _____, 20____ between TLH-46 COVE ROAD, LLC 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 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 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

KH Cove Royale, LLC

Name

By: _____
Victoria Imhoff
Authorized Signatory

Name

STATE OF FLORIDA
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, personally appeared Victoria Imhoff, the _____ on behalf of KH Cove Royale, LLC, to me known to be the persons 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 _____, 20____.

(NOTARIAL STAMP)

Notary Public
My commission expires:

EXHIBIT D

REVISED MASTER SITE PLAN AND PHASING PLAN

Master site plan and phasing plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

REVISED TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable for development. This development shall be constructed in two phases.
- B. Construction of COVE ROYALE PUD Phase 1 must commence within one (1) year of final site plan approval, by March 21, 2024.
- C. The development of COVE ROYALE PUD Phase 1 must be achieved within two (2) years of the final site plan approval, by March 21, 2025.
- D. Construction of COVE ROYAL PUD Phase 2 must be achieved within five (5) years of PUD Master & Phasing Plan approval for COVE ROYALE PUD Phase 2, by March 21, 2028.

SUPPLEMENTAL EXHIBIT F

SUPPLEMENTAL SPECIAL CONDITIONS

7. MODELS

Model units with interim septic tanks, necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master site plan and may be approved prior to final site plan approval for the parcel/phase upon which the units are located. The location and number, not to exceed 6 (six), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER agrees that the septic tanks will be removed at the time of completion of the sewer system and a bond satisfactory to the COUNTY will be provided to ensure said removal. Models may be used for the sale of residential units within the PUD until such time as ninety percent (90%) of the residential units have been issued certificates of occupancy. The clearing of lots identified as accommodating up to 6 model units, shall be allowed prior to the issuance of a C.O. for the recreation building/facilities and the Cove Royale PUD residential subdivision.

16. SUPPLEMENTAL PUBLIC BENEFITS

As depicted on the revised PUD Master and Phasing Plan, OWNER shall provide an additional 4.65 acres of upland preserve area which accounts for about 8% of the total upland area of the site. This additional upland preserve is approximately 8% more than the minimum 25% required by county code. The OWNER 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.

17. NATIVE HABITAT LANDSCAPE AREAS

No construction, alteration or development shall be permitted within the areas designated as Native Habitat Landscape Areas on the master and final site plan. The existing native vegetation in these areas shall be maintained in conformance with the management criteria prescribed in the Amended PAMP for the Cove Royale PUD. This shall include the requirement to remove invasive vegetation in these areas and maintain these areas free of, non-native invasive plant species. These areas will be inspected with the preserve areas for compliance as part of the final environmental inspection for the Cove Royale PUD.

EXHIBIT G

REVISED PRESERVE AREA MANAGEMENT PLAN