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MAGNOLIA RIDGE OF PALM CITY

PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2020, by and between PALM CITY GA HOMES, 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, OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, it is the desire of OWNER to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Magnolia Ridge of Palm City consisting of: a maximum of twenty-eight townhome units, together with a clubhouse, detention area, landscaping and other improvements and amenities, all as more particularly shown on the Master/Final site plan attached hereto; and

WHEREAS, Magnolia Ridge of Palm City Homeowners' Association, Inc., a Florida corporation not-for-profit, hereinafter referred to as ASSOCIATION, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within Magnolia Ridge of Palm City; and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD Zoning Agreement; and

WHEREAS, it is the desire of the COUNTY to encourage this form of development, to prevent and discourage urban sprawl, promote compatible, consistent, and effective usage of land within the COUNTY's primary urban services district, to protect, preserve, and manage natural resources, and to implement the COUNTY's growth management plans.

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

1. UNIFIED CONTROL

The OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this PUD. Documents certifying title are attached hereto and incorporated herein as Exhibit B. A Covenant of Unified Control by the OWNER is attached hereto and incorporated herein as Exhibit C.

2. DEVELOPMENT

The OWNER agrees that this PUD will be undertaken and carried out in accordance with the following:

- 2.1 The Master/Final site plan approved by the COUNTY, a copy of which is attached hereto as Exhibit D and by reference made a part hereof. Approval of the Master/Final site plan shall authorize the OWNER to submit a subdivision plat in accordance with the terms and conditions of the approved Master/Final site plan.
- 2.2 The subdivision plat to be approved by the COUNTY shall be in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.
- 2.3 The Timetable for Development as shown in Exhibit E, attached hereto and by reference made a part hereof.
- 2.4 The conditions and requirements agreed to by the COUNTY and the OWNER as set forth in Exhibit F, attached hereto and by reference made a part hereof.

- 2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

The 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/Final site plan and the subdivision plat, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Magnolia Ridge of Palm City, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the subdivision plat. As part of said Covenants and Restrictions, the ASSOCIATION shall be established for the maintenance, operation and management of the Common Areas as defined therein. The Common Areas of the PUD shall be designated as such and shown on the approved Master/Final site plan and subdivision plat. 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 subdivision plat.
- 4.2 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.
- 4.3 The 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 the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of the Common Areas, may require

dedication of the common open areas, utilities or road rights-of-way to the public as are deemed necessary.

- 4.4 In the event that the 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 the 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 the 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 the COUNTY may allow, then the 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 the 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 and shall be published in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing, the COUNTY may determine that it is advisable for the 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 the COUNTY any right to use the Common Areas.

- 4.5 The COUNTY may, upon public hearing with notice given and published 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 the 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.

5. DESTRUCTION

In the event that all or a portion of the PUD should be destroyed by a storm, fire, or other common disaster, the OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved Master/Final site plan and subdivision plat.

6. CHANGE OR AMENDMENT

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, Fla. (2019) (“LDRs”).

7. BREACH OF AGREEMENT

7.1 Development of Magnolia Ridge of Palm City PUD shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G., Failure to Comply with Conditions of an Approved Development Order, LDRs.

7.2 Any person, including the Board of County Commissioners, hereinafter sometimes referred to as Board, or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 14.G., Failure to Comply with Conditions of an Approved Development Order, LDRs.

7.3 The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

8. JURISDICTION

This PUD Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this PUD Agreement shall be instituted in Martin County, Florida.

9. SUCCESSORS AND ASSIGNS

This PUD Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns and personal representatives.

10. 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; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Palm City GA Homes, LLC
Attn: Robert Johns
1900 NE 16th Terrace
Ft. Lauderdale, Florida 33305

With required copy to:
Fox McCluskey Bush Robison, PLLC
Attn: Tyson J. Waters, Esq.
3461 SE Willoughby Boulevard
Stuart, Florida 34994

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

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This PUD Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained

herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this PUD Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this PUD Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this PUD Agreement, then the application of such term or provision to persons or circumstances other than those as to which its held invalid or unenforceable shall not be affected, and every other term and provision of this PUD Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes or other regulations shall include amendments to such laws, ordinances, codes or other regulations.

14. 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, LDRs, and accordingly, the approval of this PUD Agreement shall constitute the issuance of a Certificate of Public Facilities Reservation.

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

OWNER

Witnesses

PALM CITY GA HOMES, LLC, a Florida limited liability company

Print Name: _____

By: Robert Johns
Its: Manager

Print Name: _____

ADDRESS: 1900 NE 16th Terrace
Ft. Lauderdale, Florida 33305

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2020, by Robert Johns, as Manager of Palm City GA, LLC, a Florida limited liability company, on behalf of said 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 _____, 2020.

(NOTARIAL STAMP)

Notary Public
My commission expires:

COUNTY

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN
Clerk of the Circuit Court

By: _____
_____, Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

(COMMISSION SEAL)

KRISTA A. STOREY
Senior Assistant County Attorney

Pursuant to Sec. 695.26, F.S.
Prepared by:
Tyson J. Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Boulevard
Stuart, Florida 34994

EXHIBIT A

Parcel 1:

The West 100 feet of Tract 3, Section 24, Township 38 South, Range 40 East, PALM CITY FARMS, according to the map or plat thereof as recorded in Plat Book 6, Page(s) 42, Public Records of Palm Beach (now Martin) County, Florida; the land hereby conveyed is more particularly described as follows:

Commencing at a stake in the Northwest corner of said Tract 3; thence run East 100 feet to a stake; thence run South 662.4 feet to a stake in the South line of said Tract 3, thence run West 100 feet to a stake in the Southwest corner of said Tract 3; thence run North 662.4 feet to a place of beginning.

Excepting therefrom the Right-of-Way of State Road 714.

AND

Parcel 2:

The East 100 feet of the West 200 feet, less the North 35 feet of Tract 3, Section 24, Township 38 South, Range 40 East, PALM CITY FARMS, according to the map or plat thereof as recorded in Plat Book 6, Page(s) 42, Public Records of Palm Beach (now Martin) County, Florida; the land hereby conveyed is more particularly described as follows:

Commence at a point on the West line of Tract 14, Section 24, Township 38 South, Range 40 East, Palm City Farms, according to the Plat thereof recorded in Plat Book 6, Page 42, Palm Beach (now Martin) County, Florida Public Records; which is 154 feet South of the Northwest corner of said Tract 14; thence proceed North on the West line of said Tract 14 to the Northwest corner of said Tract 14; then run East along the North line of said Tract 14 to a point that is 227 West of the Northeast corner of said Tract 14; thence run in a Southwesterly direction in a straight line to the point or place of beginning; the said tract so described being triangular in nature and generally lying Northerly of a drainage ditch now existing on said property.

LESS AND EXCEPT:

Parcel No. 103:

A portion of the West 200.00 feet of Tract 3, PALM CITY FARMS, according to the plat thereof, as recorded in Plat Book 6, Page 42, of the Public Records of Palm Beach (now Martin) County, Florida, lying in Section 24, Township 38 South, Range 40 East, Martin County, Florida, as shown on the Florida Department of Transportation Right of Way map of County Road 714, Item/Segment No. 2309782, Section 89000-2602; said portion more particularly described as follows:

Commence at the north quarter corner of said Section 24, said corner being on the Baseline Survey of said County Road 714 (S.W. Martin Highway/S.W. 36th Street); thence South 89°42'39" East, 678.25 feet along said Baseline Survey; thence South 00°17'21" West, 50.00 feet to the south Existing Right of Way line of said County Road 714 and the POINT OF BEGINNING; thence South 89°42'39" East, 200.00 feet along said south Existing Right of Way line; thence South 00°06'49" West, 8.75 feet; thence North 89°42'39" West, 200.00 feet to a point on the west line of said Tract 3; thence North 00°06'49" East, 8.75 feet to the POINT OF BEGINNING.

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Tyson J. Waters, 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 _____, 2020 by and between PALM CITY GA HOMES, LLC, and MARTIN COUNTY, is in the ownership of Palm City GA Homes, LLC.

Dated this _____ day of _____, 2020.

Florida Bar # 486566

Name: Tyson J. Waters

Address: 3461 SE Willoughby Blvd.
Stuart, Florida 34994

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 _____, 2020 between PALM CITY GA HOMES, 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. 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.
2. 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

PALM CITY GA HOMES, LLC, a Florida limited liability company

Print Name: _____

By: Robert Johns
Its: Manager

Print Name: _____

ADDRESS: 1900 NE 16th Terrace
Ft. Lauderdale, Florida 33305

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2020, by Robert Johns, as Manager of Palm City GA, LLC, a Florida limited liability company, on behalf of said 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 _____, 2020.

(NOTARIAL STAMP)

Notary Public
My commission expires:

EXHIBIT D

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

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in accordance with this timetable of development. This development shall be constructed in one phase.
- B. Building permits for Magnolia Ridge of Palm City PUD development plan must be obtained within one (1) year of the Master/Final site plan approval.
- C. Construction must be completed within two (2) years of Master/Final site plan approval.
- D. The construction of the infrastructure of the Magnolia Ridge of Palm City project must be completed within two (2) years of the Master/Final site plan approval.
- E. Construction of site amenities, including the community pool with patio and mulched path, shall be completed prior to the issuance of the first (1st) certificate of occupancy, excluding certificates of occupancy or comparable approvals for temporary model homes or temporary sales offices.

EXHIBIT F

SPECIAL CONDITIONS

1. COMPLIANCE REQUIREMENTS

The Magnolia Ridge of Palm City PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement or set forth on the Master/Final site plan, the Magnolia Ridge of Palm City PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be the 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 SFWMD or funding the improvements necessary to develop the Magnolia Ridge of Palm City PUD.
- B. In order to ensure that the PUD's drainage/stormwater management system functions as designed and permitted in perpetuity, OWNER shall maintain the PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. 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 Magnolia Ridge of Palm City 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 Service (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 shall occur until all tortoises 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. Once the tortoise(s) have been safely relocated, equipment operation 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 within Martin County.

4. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of the Magnolia Ridge of Palm City PUD. The OWNER shall also comply with all COUNTY excavation and fill regulations.

5. TEMPORARY MODELS

Temporary model units with interim necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Temporary model units must be consistent with the approved Master/Final site plan. 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.

6. RETENTION OF NATIVE VEGETATION

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plans for the Magnolia Ridge of Palm City PUD.

7. SCHOOL IMPACT

The OWNER has obtained a letter of "No Objection" from the Martin County School Board for the residential units within the Magnolia Ridge of Palm City PUD.

8. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be completed in accordance with the approved Master/Final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be completed progressively and actively maintained as vegetation removal occurs within a given area of a site. Areas to be filled shall be contained to prevent runoff and degradation of buffer zone vegetation within a minimum of 24 hours prior to the filling and shall be stabilized with sod or other suitable method within 30 days of vegetation removal or fill placement.

9. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the Master/Final site plan for the Magnolia Ridge of Palm City PUD.

- A. Pedestrian walkways shall provide linkage to natural and man made open spaces and recreation areas, wherever possible and as shown on the Master/Final Site Plan.
- B. Every effort shall be made to provide monuments, focal points and places for gathering within the community, such as the pool indicated on the Master/Final site plan.

- C. "Streetscaping", including shade trees along walkways and the access roads, shall be added to avoid the "sea of asphalt" and "line of cars" effect and to provide a more meaningful balance between green spaces and dwellings.
- D. The project will use desiduous trees and landscape species to enhance the look and feel of the community.

10. 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 first (1st) certificate of occupancy for a unit. Security in a form acceptable to the County Attorney for the removal of the construction office shall be supplied to the COUNTY.

11. 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 the issuance of the first (1st) certificate of occupancy for a unit. Security in a form acceptable to the County Attorney for the removal of the sales office shall be supplied to the COUNTY.

12. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

The units to be constructed within the Magnolia Ridge of Palm City PUD shall not be sold nor shall title be conveyed or transferred on the basis of time sharing or interval ownership.

13. USES AND DEVELOPMENT STANDARDS

- A. The development of the Magnolia Ridge of Palm City PUD shall comply with following setbacks: (a) zero-foot (0') rear setback; (b) twenty-foot (20') front setback; (c) forty-foot (40') centerline setback; (d) five-foot (5') side yard setback on one side and (e) zero-foot (0') setback on the opposite side of the applicable parcel.
- B. The development of the Magnolia Ridge of Palm City PUD shall comply with a building separation requirement of ten feet (10').
- C. The development of the Magnolia Ridge of Palm City PUD shall provide a landscape buffer on the eastern boundary of the PUD of at least ten feet (10'), which buffer area may include both landscape and drainage.
- D. The access gate at SW Martin Highway entrance shall not prohibit public access. In the event that the modification, replacement or removal of the gate shall occur, access shall continue to be non-restrictive.
- E. Except as provided for within this PUD Agreement or as set forth on the Master/Final site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and

specifically the RM-8 zoning district shall apply to the development of the Magnolia Ridge of Palm City PUD.

14. WATER/WASTEWATER AND IRRIGATION

Water, wastewater and irrigation services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement for such service within 60 days of Master/Final site plan approval for the Magnolia Ridge of Palm City PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

15. PUBLIC BENEFITS

A. The OWNER shall provide the following public benefits as part of the Magnolia Ridge of Palm City PUD:

- i. At no cost to the COUNTY, the OWNER shall construct and install two surface water aerating fountains in the COUNTY's retention pond located adjacent to, and immediately west of, the subject property. Each surface water aerating fountain shall be of a size no less than thirty (30) feet in diameter. The OWNER's construction of the surface water aerating fountains shall be completed prior to the issuance of the 1st certificate of occupancy of a residential unit within the PUD. The ASSOCIATION shall own and be responsible for the operation and maintenance, in perpetuity and at the ASSOCIATION's expense, of the improvements set forth herein, including but in no way limited to electrical service to operate the fountain. No residents shall have access to the COUNTY's retention pond. A Right-of-Way Maintenance Agreement shall be executed by the COUNTY and the ASSOCIATION, which shall be recorded in the Official Records of Martin County, Florida prior to the issuance of a Right-of-Way Use Permit.
- ii. The OWNER shall construct and install a lift station that shall serve the project but shall also be available to serve additional projects in the general vicinity of the project, which will eliminate the COUNTY's necessity to install, upgrade and maintain multiple lift stations to serve neighboring projects, now or in the future.