

(6-29-2020)  
This Instrument Prepared By:  
Lucido & Associates  
701 SE Ocean Boulevard  
Stuart, FL 34994  
(772) 220-2100

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## SHOWCASE

### **PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, COVE/SALERNO PARTNERS, 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 Showcase consisting of common areas, and a private residential project not to exceed an aggregate sum of 167 residential housing units together with accessory buildings and other related improvements and facilities; and

WHEREAS, Showcase Homeowners Association, Inc., a Florida not-for-profit corporation, will be formed to provide for the maintenance of the roads, streets, rights-of-way, and common areas within Showcase (hereinafter the Association); and

WHEREAS, this type of consolidated development is permitted in Martin County subject to a PUD 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, 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, or the right to acquire title, as applicable, 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 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 site plan shall authorize the OWNER to submit the final site plans in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by the COUNTY shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

2.2 The final site plans to be approved by the COUNTY 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 Phasing Plan as shown in Exhibit E-1, attached hereto and by reference made a part hereof.
- 2.5 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.
- 2.6 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 Agreement, the approved master site plan, final site plans, and the subdivision plat(s).

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Showcase (hereinafter the Covenants and Restrictions), which shall be submitted as part of the application for plat approval. A copy of the Covenants and Restrictions shall be recorded with the 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 site plan, final site plans and subdivision plats. 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 plats.

- 4.2 Except for conveyances to governmental entities, it shall be deemed a breach of this Agreement for any land to be conveyed by the OWNER by 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 common areas, may require dedication of 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 master and final site plans 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 Planned Unit Development 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 when followed in accordance with the above procedures shall not be deemed a trespass. 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 site plan, final site plans, and subdivision plats.

6. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master and final site plans. Any change or amendment to the Agreement and/or the approved master site plan, final site plans, and subdivision plats shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders of Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7. BREACH OF AGREEMENT

7.1 Development of Showcase shall at all times be in compliance with the PUD Agreement and the approved master site plan, final site plans, and subdivision plats (hereinafter sometimes referred to as 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 10.8, Suspension of Development Orders for Failure to Comply, of Article 10, Development Review Procedures, of the Martin County Land Development Regulations.

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 10.8, Suspension of Development Orders for Failure to Comply with Article 10, Development Review Procedures of the Martin County Land Development Regulations.

7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval of Article 10, Development Review Procedures of the Martin County Land Development Regulations, at such time as the Board of County Commissioners becomes aware of a possible breach of the PUD Agreement, the Board may schedule a public hearing on reconsideration of the development approval and its possible termination. In the event that the Board determines that a breach of the PUD Agreement has occurred and voids the development order, the Board may initiate an amendment to the Comprehensive Growth Management Plan to cause the property to revert to its immediately pre-

existing future land use designation or the most appropriate designation and rezone the property to a consistent zoning district. Following the termination of the PUD Agreement, all further COUNTY permitting associated with the voided approval shall cease.

- 7.4 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 Agreement.

8. JURISDICTION

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

9. SUCCESSORS AND ASSIGNS

This 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 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:** Cove/Salerno Partners, LLC  
3393 SW 42<sup>nd</sup> Ave., Suite 1  
Palm City, FL 34990

with required copy to:

Lucido & Associates  
701 SE Ocean Blvd.  
Stuart, FL 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 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 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 Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this 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 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 any future amendments to such laws, ordinances, codes or regulations.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Agreement shall be the date on which this Agreement was approved by the Board of County Commissioners.

WITNESSES:

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

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

**OWNER**

COVE/SALERNO PARTNERS, LLC, a  
Florida limited liability company

By:\_\_\_\_\_  
James R. McNamara, Manager

3393 SW 42<sup>nd</sup> Ave., Suite 1  
Palm City, FL 34990

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, personally appeared JAMES R.

MCNAMARA, MANAGER of COVE/SALERNO PARTNERS, 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 by means of \_\_\_ physical presence or \_\_\_ online notarization.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(NOTARIAL STAMP)

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

My commission expires:

ATTEST:

\_\_\_\_\_  
Carolyn Timmann  
Clerk of the Circuit Court and Comptroller

(COMMISSION SEAL)

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

By:\_\_\_\_\_  
Harold E. Jenkins II, Chairman

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

\_\_\_\_\_  
Krista A. Storey  
Senior Assistant County Attorney

## **EXHIBIT A**

### **[LEGAL DESCRIPTION]**

#### **PARCEL 1:**

TRACTS 2, 6 AND 7, BLOCK 43, ST. LUCIE INLET FARMS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 98, PALM BEACH COUNTY, FLORIDA (NOW MARTIN) PUBLIC RECORDS, LESS RIGHT-OF-WAY FOR S.E. COVE ROAD.

#### **PARCEL 2:**

TRACTS 2 AND 7, BLOCK 44, ST. LUCIE INLET FARMS, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 98, PALM BEACH COUNTY, FLORIDA (NOW MARTIN) PUBLIC RECORDS, LESS RIGHT-OF-WAY FOR S.E. SALERNO ROAD.

#### **LESS THE FOLLOWING:**

BEING KNOWN AS A PORTION OF TRACT 2, BLOCK 44, "ST. LUCIE INLET FARMS SUBDIVISION" AS RECORDED IN PLAT BOOK 1, PAGE 98, PUBLIC RECORDS OF PALM BEACH, (NOW MARTIN) COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT 2, ALSO BEING THE CENTERLINE OF A 30 FOOT WIDE PLATTED ROAD RIGHT-OF-WAY; THENCE RUN SOUTH 23°16'57" EAST ALONG THE WEST LINE OF SAID TRACT 2 A DISTANCE OF 40 FEET TO THE POINT AND PLACE OF BEGINNING; THENCE RUN NORTH 66°09'54" EAST ALONG THE NEW RIGHT-OF-WAY OF WAY LINE OF SALERNO ROAD AND A LINE BEING SOUTH AND PARALLEL TO THE ORIGINAL CENTER LINE AND NORTH LINE OF SAID TRACT 2 A DISTANCE OF 237.81 FEET TO A POINT; THENCE RUN SOUTH 23°16'57" EAST A DISTANCE OF 120.01 FEET TO A POINT; THENCE RUN SOUTH 66°09'54" WEST A DISTANCE OF 237.81 FEET TO A POINT ON THE WEST LINE OF SAID TRACT 2; THENCE RUN NORTH 23°16'57" WEST ALONG SAID WEST LINE A DISTANCE OF 120.01 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING: 28,537 S/F, 0.66 ACRES +/-

**INCLUDED AREA = 2,052,500 SQUARE FEET, 47.12 ACRES +/-.**

**EXHIBIT B**  
**OWNERSHIP CERTIFICATE**

I, Robert A. Burson, a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to that Residential Planned Unit Development Zoning Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Cove/Salerno Partners, LLC, a Florida limited liability company and Martin County, is in the ownership of Cove/Salerno Partners, LLC, a Florida limited liability company.

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
Robert A. Burson, Esq.  
Robert A. Burson, P.A.  
900 East Ocean Boulevard  
Stuart, Florida 34994  
Florida Bar No.:

## **EXHIBIT C**

### **UNIFIED CONTROL**

The undersigned, being the OWNER of the property described in Exhibit A, to the Residential Planned Unit Development Zoning Agreement (PUD(r) Agreement), dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between COVE/SALERNO PARTNERS, LLC, a Florida limited liability company and MARTIN 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(r) Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD(r) 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(r) 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:

COVE/SALERNO PARTNERS, LLC, a  
Florida limited liability company

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

By: \_\_\_\_\_  
James R. McNamara, Manager

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

3393 SW 42<sup>nd</sup> Ave., Suite 1  
Palm City, FL 34990

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, personally appeared JAMES R. MCNAMARA, MANAGER of COVE/SALERNO PARTNERS, 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 by means of \_\_\_ physical presence or \_\_\_ online notarization.

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**

### **MASTER SITE PLAN**

Master 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 phases in accordance with the Phasing Plan, attached as Exhibit E-1.
  
- B.
  - 1. 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 for the applicable phase, must be substantially completed, as determined by the County Engineer, prior to the issuance of any certificate of occupancy and prior to the timetable set forth below.
  
  - 2. Utilities in any phase shall be completed and turned over to Martin County prior to the issuance of a certificate of occupancy for any structure in that phase. No building permits shall be issued for structures in a subsequent phase which relies on water and wastewater utilities of the prior phase until utilities in that phase have been completed and turned over to Martin County.
  
  - 3. Each phase of the development shall be sequentially completed and shall be self-supportive prior to commencing construction of the next phase.
  
- C. 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:

	Final Site Plan and/or Plat Approval (on or before)	Completion (on or before)	Elements of Phase to be constructed
Phase 1	December 31, 2022	December 31, 2024	79 single family units (lots 1-79); Salerno Road entrance including turn lanes, payment of sidewalk fee from project limits to Kanner Highway, landscape buffers, Cove Road sidewalk connection and emergency access; lakes 1-4, common area parking, walking paths and sidewalks, required landscaping and supporting infrastructure improvements as shown or identified on Exhibit E-1.
Phase 2	May 19, 2025	May 19, 2027	88 fee simple townhome units; Cove Road entrance including turn lanes and landscape buffers; Lake 5, common area walking paths, parking and sidewalks, pool and cabana; wetland buffer preserve area restoration, required landscaping and supporting infrastructure improvements as shown or identified on Exhibit E-1.

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

Phasing plan as approved by Martin County Board of County Commissioners to be attached as Exhibit E-1.

## **EXHIBIT F**

### **SPECIAL CONDITIONS**

#### **1. ADDITIONAL REQUIREMENTS**

The Showcase 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 site plan, the Showcase 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 Showcase 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 to be submitted with final site plan application. The Maintenance Plan will provide that the 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.

#### **3. FIRE PROTECTION**

- A. Automatic Fire Sprinkler Protection. Potential automatic fire sprinkler requirements will be determined by occupancy and use as determined by the architect or engineer of record in accordance with the provisions set forth in the Florida Fire Prevention Code and F.S. 633.
- B. Sprinkler System Required. Buildings 3 or more stories in height and 3 or more units attached shall be equipped with a complete automatic fire sprinkler system in compliance with the Florida Fire Prevention Code. Completed engineered fire sprinkler drawings are required with construction document submittal.

4. HAULING OF FILL

The OWNER agrees not to haul any fill on or off of the site of the Showcase PUD. The OWNER shall also comply with all COUNTY excavation and fill regulations. Lake littoral zones and upland buffers shall be maintained in accordance with a Preserve Area Management Plan approved by COUNTY.

5. IRRIGATION

- A. Effluent Irrigation. The OWNER agrees to accept wastewater effluent for irrigation, when available in sufficient quality and quantity in accordance with the South Florida Water Management District and Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility. It shall be the OWNER's sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system. Owner shall design the irrigation system within this project to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.
- B. Irrigation water for the entire PUD will be supplied by individual wells permitted by South Florida Water Management District and Martin County in conjunction with final site plan approval of each phase. If the OWNER desires to use ground water, OWNER shall develop a ground water model for the entire PUD and file the required applications and obtain the necessary permits.

6. PRESERVE AREAS

Preserve Areas shall be maintained in accordance with an approved Preserve Area Management Plan recorded in the public records of Martin County, Florida in conjunction with final site plan approval of each phase.

7. SCHOOL IMPACT

The OWNER shall obtain a letter of "No Objection" from the Martin County School Board in conjunction with final site plan approval of each phase.

8. 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 clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded to the satisfaction of the Public Works Department upon completion of the lake construction.

9. 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.

10. 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 sales office shall be supplied to the COUNTY.

11. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

12. PUD BENEFITS

- A. As depicted on the master site plan, the PUD shall maximize wildlife utilization by providing perimeter lakes along the east and west boundary that consolidate the minimum required lake littoral zone and upland transition plantings with a required Type 3, 30' wide, native landscape buffer on the west side (next to existing commercial land use), and a Type 3, 30' wide native landscape buffer on the east side. The design shall provide a minimum 70' wide wildlife corridor along the lake shoreline, which shall include a 30' native landscape buffer, a minimum 20' wide lake upland transition zone and a minimum 20' wide lake littoral zone.
- B. As depicted on the master site plan, the PUD shall provide expanded common areas adjacent to the lakes and a parking tract with 11 spaces that allow residents convenient access to common areas and walking paths around the lake area that connect to the internal sidewalks along the private streets.
- C. As depicted on the master site plan, the PUD shall provide private recreation amenities for the residents and expanded buffers adjacent to the Salerno and Cove Road frontage.
- D. As depicted on the master site plan, the main boulevard between Salerno Road and Cove Road shall provide sidewalks on both sides and expanded landscape easements for street trees that enhance pedestrian circulation and minimize conflicts with vehicular traffic and utilities.
- E. A sidewalk fee of \$25 per linear foot totaling \$2,500.00 will be paid by the OWNER for the off-site sidewalk connection along SE Salerno Road between the project limits and South Kanner Highway. The fee shall be paid to the COUNTY within 60 days of the final site plan approval of Phase 1.

13. USES AND DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement or as set forth on the master site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RM-5 zoning district shall apply to the development of the Showcase PUD.

14. WATER/WASTEWATER

Potable water and wastewater service for this project will be provided by way of a service agreement with Martin County Utilities.

15. ROW DEDICATION

The OWNER shall donate 30 feet of ROW along Cove Road and 25 feet of ROW on Salerno Road as shown on the master site plan within 60 days of approval of the Showcase PUD Agreement.