

This Instrument Prepared By:

Lucido & Associates  
701 SE Ocean Boulevard  
Stuart, FL 34994  
(772) 220-2100

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## **THE PRESERVE AT PARK TRACE**

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

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between, VIA CLAUDIA INVESTMENTS, 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 The Preserve at Park Trace consisting of common areas, and a single family residential project not to exceed an aggregate sum of 114 residential lots together with accessory buildings and other related improvements and facilities; and

WHEREAS, The Preserve at Park Trace Homeowners Association, Inc., hereinafter Association, 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 The Preserve at Park Trace; 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/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 by the COUNTY shall constitute approval to build and construct the improvements shown thereon subject to compliance with all post-approval requirements.

2.2 The Timetable for Development as shown in Exhibit E, attached hereto and by reference made a part hereof.

2.3 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.

2.4 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/final site plan and the subdivision plat.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

4.1 The OWNER shall create a Declaration of Covenants, Conditions and Restrictions for The Preserve at Park Trace (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/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 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/final site plan 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/final site plan and subdivision plat.

6. CHANGE OR AMENDMENT

There shall at all times be a strict adherence to the provisions of the Agreement and the approved master/final site plan. Any change or amendment to the Agreement and/or the approved master/final site plan and subdivision plat shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

7. BREACH OF AGREEMENT

7.1 Development of The Preserve at Park Trace shall at all times be in compliance with the PUD Agreement and the approved master/final site plan and subdivision plat (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 10.14.G., Failure to Comply with Conditions of Approved Development Order, Land Development Regulations, Martin County Code.

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 10.14.G., Failure to Comply with Conditions of an Approved Development Order, Land Development Regulations, Martin County Code.

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 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:** Via Claudia Investments, LLC  
55 SE Osceola Street, Suite 200  
Stuart, FL 34994

with required copy to:

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

**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**

VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company

By: \_\_\_\_\_  
John E. Maiucci, Managing Member

55 SE Osceola Street, Suite 200  
Stuart, FL 34994

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

I HEREBY CERTIFY that on this day, before me by means of [ ] physical presence or [ ] online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, was acknowledged by JOHN E. MAIUCCI, MANAGING MEMBER of VIA CLAUDIA INVESTMENTS, 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 \_\_\_\_\_, 20\_\_.

(NOTARIAL STAMP)

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

ATTEST:

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

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

By: \_\_\_\_\_  
Stacey Hetherington, Chairman

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

(COMMISSION SEAL)

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



**EXHIBIT A**

**[LEGAL DESCRIPTION]**

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

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

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

By: \_\_\_\_\_  
Name:  
Address:  
Florida Bar No.

## **EXHIBIT C**

### **UNIFIED CONTROL**

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between VIA CLAUDIA INVESTMENTS, 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 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.

WITNESSES:

**OWNER**

VIA CLAUDIA INVESTMENTS, LLC, a Florida limited liability company

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

By: \_\_\_\_\_  
John E. Maiucci, Managing Member

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

55 SE Osceola St., Suite 200  
Stuart, FL 34994

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

I HEREBY CERTIFY that on this day, before me by means of [ ] physical presence or [ ] online notarization, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, was acknowledged by JOHN E. MAIUCCI, MANAGING MEMBER of VIA CLAUDIA INVESTMENTS, 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 \_\_\_\_\_, 20\_\_.

(NOTARIAL STAMP)

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

**EXHIBIT D**

**MASTER/FINAL SITE PLAN**

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. The Preserve at Park Trace PUD shall be constructed in accordance with this timetable for development. This development shall be constructed in one phase in accordance with the master/final site plan attached as Exhibit D.
  
- B. Development must be completed within two (2) years of master/final site plan approval. As used herein, the term “development” shall not mean the construction of single family homes.
  
- C. 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.

## **EXHIBIT F**

### **SPECIAL CONDITIONS**

#### **1. COMPLIANCE REQUIREMENTS**

The Preserve at Park Trace PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. In addition, unless specifically provided for within this PUD Agreement, The Preserve at Park Trace 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 Preserve at Park Trace 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. 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 the Preserve at Park Trace PUD to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

4. EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS

Any emergency/construction/delivery access indicated on the master site plan/final site plan and subdivision plat shall be primarily for emergency vehicles and construction and delivery vehicles, but may also be used by residential unit owners. The OWNER shall secure the emergency/construction/delivery access in a manner acceptable to the COUNTY. If gates are featured, Knox switches, or locks, are required.

5. ENDANGERED SPECIES

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 the Preserve at Park Trace 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.

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.

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

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.

6. FIRE PROTECTION

Demonstration of compliance with provisions of the National Fire Protection Association (NFPA) is required. Specifically, stabilized roads and fire protection shall be completed before issuance of building permits pursuant to NFPA 241. Hydrants shall be located within 500 feet of each residential building.

7. HAULING OF FILL

The OWNER agrees not to haul any fill off of the site of The Preserve at Park Trace PUD and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the site of this project. 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 Lake Management Plan approved by COUNTY.

8. IRRIGATION

Irrigation water for The Preserve at Park Trace PUD will be supplied by Martin County Utilities or as authorized by permit from South Florida Water Management District in accordance with all applicable regulations.

9. LANDSCAPING

Except as specifically provided for within this PUD Agreement, on the master/final site plan or the landscape plan, landscaping within The Preserve at Park Trace PUD shall comply with Article 4, Division 15, Landscaping, Buffering and Tree Protection, Land Development Regulations, Martin County Code.

10. 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/final site plan. The location and number, not to exceed ten (10), 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.

11. SCHOOL IMPACT

The OWNER has obtained a letter of "No Objection" from the Martin County School Board.

12. SOIL EROSION AND SEDIMENTATION

Site clearing and vegetation removal shall be phased 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 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.

13. SUSTAINABLE DESIGN STANDARDS

Streetscaping standards for sustainable trees include the planting of shade trees along walkways and access roads to avoid the “sea of asphalt” and “line of cars” effect and to provide a more meaningful balance between green spaces and dwellings.

Trees shall be planted along streets as shown on the approved landscape plans. Where there is a narrow width of available planting area, the trees shall consist of Sabal palms. Where space is available, live oak or other approved large native shade trees shall be established within the common areas to promote the streetscape concept.

The following sustainable standards have been incorporated into the master/final site plan for The Preserve at Park Trace PUD and accordingly, compliance is required.

- A. Street trees are considered part of the essential infrastructure of the development. Therefore, street trees shall be maintained in perpetuity by the Association as a condition of this PUD.
  
- B. Trees shall be established along roadways in a manner that will maintain their long-term survival and health for perpetuity. Trees shall be protected and 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 concrete root barriers. 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 to this PUD Agreement 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.

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 sales office shall be supplied to the COUNTY.

16. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

17. USES AND DEVELOPMENT STANDARDS

The minimum lot size and dimensions shall be 6,000 square feet (50' x 120'). Setbacks are as indicated on the master/final site plan. Except as provided for within this PUD Agreement or as set forth on the master/final plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the Estate Density (RE-1/2A) zoning district shall apply to the development of the Preserve at Park Trace PUD.

18. WATER/WASTEWATER:

Water and Wastewater services for this project shall be provided by Martin County Utilities. OWNER shall provide an executed copy of an agreement within 60 days of master/final site plan approval of the Preserve at Park Trace PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

19. PUBLIC BENEFITS

- A. As depicted on the master/final site plan, OWNER shall provide an additional 10.4 acres of upland preserve area. OWNER shall be responsible in perpetuity for the maintenance of all preserve areas; provided, however, that upon creation of the ASSOCIATION, as required under this PUD, the OWNER shall convey and assign all such ownership and maintenance responsibilities to the ASSOCIATION.
- B. At no cost to the COUNTY, OWNER shall design, permit and construct the extension of the public sidewalk on the south side of the right-of-way of SE Cove Road, approximately 3,000 feet west, from the entrance of The Preserve at Park Trace PUD to the entrance of the Cove Royale PUD.