

This Instrument Prepared By:

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

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**PARADISE LAKE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS PARADISE LAKE PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Agreement”), made and entered into this _____ day of _____ 2026, by and between HEISSENBERG FAMILY FINANCIAL 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, as more particularly described in Exhibit A, attached hereto and made a part hereof; and

WHEREAS, a Planned Unit Development Zoning Agreement was approved and recorded on June 2, 2010, in Official Records Book 2457, Page 801, Public Records of Martin County, Florida (the “Original PUD Agreement”) to develop a Planned Unit Development (hereinafter sometimes referred to as PUD) to be known as Paradise Lake consisting of 12 residential lots; and

WHEREAS, the Timetable of Development included with the Original PUD Agreement has expired, and the OWNER is proposing a new PUD to be known as Paradise Lake consisting

of 11 residential lots, along with roads, lake, rights-of-way, preserve areas and common areas;
and

WHEREAS, a Florida corporation not-for-profit, hereinafter Association, will be formed to provide for the maintenance of the roads, lake, rights-of-way, preserve areas and common areas within the Paradise Lake PUD; and

WHEREAS, this type of unified development is permitted in Martin County subject to a binding written document negotiated between OWNER and COUNTY in order to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to COUNTY and the development and to encourage enlightened and imaginative approaches to community planning.

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

1. UNIFIED CONTROL

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 and incorporated as Exhibit B. A Covenant of Unified Control by OWNER is attached and incorporated as Exhibit C.

2. DEVELOPMENT

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

- 2.1 The master site plan and final site plan approved by the COUNTY, which are attached and incorporated as Exhibit D. Approval of the master site plan and 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, which is attached and incorporated as Exhibit E.

2.3 The conditions and requirements agreed to by COUNTY and OWNER as set forth in the Special Conditions, attached and incorporated as Exhibit F.

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.

2.5 The Preserve Area Management Plan attached and incorporated as Exhibit H.

3. VESTED RIGHTS

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

OWNER and COUNTY acknowledge and agree that the Original PUD Agreement will be terminated upon recordation of this Agreement, and the Original PUD Agreement shall be of no further force or effect.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 OWNER shall create a Declaration of Covenants, Conditions and Restrictions for Paradise Lake PUD, 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 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 roads, streets, rights-of-way, preserve areas, recreational facilities, infrastructure serving the development and other common facilities (hereinafter sometimes referred to as Common Areas). The roads, streets, rights-of-way, preserve areas, landscape areas, recreational facilities, and other common facilities of the PUD shall be shown on the approved master site plan, 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 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 entity conceived and organized to own and maintain the Common Areas, without first receiving approval of COUNTY. COUNTY, as a condition precedent to the dissolution or disposal of Common

Areas, may require dedication of the Common Areas to the public as deemed necessary.

- 4.4 In the event that 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 COUNTY shall serve written notice by certified mail, return receipt requested, upon such Association and upon each owner of real property within the PUD, which notice shall set forth the manner in which the Association 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 Association appear before 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 COUNTY may allow, then 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 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 Association involved and to each owner of real property within the PUD. Such notice shall be sent and published at least

fifteen (15) days in advance of the hearing. At such hearing, COUNTY may determine that it is advisable for 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 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 COUNTY any right to use the Common Areas.

- 4.5 COUNTY may, upon public hearing with notice given in the same manner as above, return possession and maintenance of such Common Areas to the Association, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of any such maintenance by COUNTY shall be assessed on a pro-rata basis against the lots 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 lots 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, 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 and final site plan, subdivision plat and development orders.

6. CHANGE OR AMENDMENT

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

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

7. BREACH OF AGREEMENT

7.1 Development of Paradise Lake PUD shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development orders 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, LDR.

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., LDR.

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 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 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: Michael P. Heissenberg
Heissenberg Family Financial Investments, LLC
725 NE Bayberry Lane
Jensen Beach, Florida 34957

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 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 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 any future 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 Certificate of Public Facilities Reservation, Land Development Regulations, Martin County Code and accordingly, the approval of this PUD Agreement shall constitute the issuance of a Certificate of Public Facilities Reservation.

15. AUTHORITY

OWNER has all requisite limited liability company authority to enter into and to perform its obligations under this PUD Agreement. The execution, delivery, and performance of this PUD Agreement by OWNER has been duly and validly approved by OWNER and all other persons whose approval is necessary to the validity of this PUD Agreement, and no other action is required of OWNER to approve this PUD Agreement and duties and obligations contemplated herein.

[Signature pages follow]

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 Agreement was approved by the Board of County Commissioners.

OWNER

WITNESSES:

HEISSENBERG FAMILY FINANCIAL INVESTMENTS, LLC, a Florida limited liability company

Name: _____
Address: _____

By: _____
Michael P. Heissenberg, Manager

Name: _____
Address: _____

Address: 725 NE Bayberry Lane
Jensen Beach, FL 34957

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 MICHAEL P. HEISSENBERG, MANAGER of HEISSENBERG FAMILY FINANCIAL 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 _____, 2026.

(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:_____
Sarah Heard, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Elysse A. Elder
County Attorney

EXHIBIT A

[LEGAL DESCRIPTION]

EXHIBIT B
OWNERSHIP CERTIFICATE

I, Terence P. McCarthy, a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Paradise Lake Planned Unit Development Zoning Agreement dated the _____ day of _____, 2026, by and between Heissenberg Family Financial Investments, LLC, a Florida limited liability company and Martin County, is in the ownership of Heissenberg Family Financial Investments, LLC, a Florida limited liability company.

Dated this ____ day of _____, 2026.

Terence P. McCarthy
McCarthy, Summers, Wood, Norman,
Melby & Schultz, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, FL 34994
Florida Bar No. 168845

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Paradise Lake Planned Unit Development Zoning Agreement dated the _____ day of _____, 2026, between HEISSENBERG FAMILY FINANCIAL 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. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable, or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions, and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors, and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument may be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

WITNESSES:

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

HEISSENBERG FAMILY FINANCIAL
INVESTMENTS, LLC, a Florida limited
liability company

By: _____
Michael P. Heissenberg, Manager

Address: 725 NE Bayberry Lane
Jensen Beach, FL 34957

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 MICHAEL P. HEISSENBERG, MANAGER of HEISSENBERG FAMILY FINANCIAL 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 _____, 2026.

(NOTARIAL STAMP)

Notary Public
My commission expires:

EXHIBIT D

MASTER SITE PLAN AND FINAL SITE PLAN

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

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. Paradise Lake PUD shall be constructed in one phase in accordance with the master site plan and final site plan attached as Exhibit D.
- B. Development must be completed within two (2) years of master site plan and final site plan approval. As used herein, the term “development” shall not mean the construction of single family homes.
- C. Construction must commence within one (1) year of master site plan and final site plan approval.
- D. Plat approval must be obtained within five (5) years of master site plan and final site plan approval.
- E. 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 road, sidewalks, stormwater and drainage facilities, utilities, landscaping, recreational amenities, and those identified on the master site plan and 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. ADDITIONAL REQUIREMENTS

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

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be 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 OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Paradise Lake 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 revised master site plan and 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

When available, OWNER agrees to accept wastewater effluent (also reclaimed water) for irrigation, 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 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.

4. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as designated by State and Federal listing agencies, is resident on or otherwise is significantly dependent upon the Paradise Lake PUD, 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 or permitting, required by the designated state and federal listing agencies, is provided by OWNER.

Gopher Tortoises – In Florida, gopher tortoises are protected species. No land clearing or construction shall occur until all tortoises that will be impacted are relocated to upland preservation areas or off-site by authorized by FFWCC. 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 FFWCC 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 - The Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit as required from FFWCC. Every attempt shall be made to relocate within Martin County.

5. FIRE PROTECTION

FIRE PROTECTION

Fire Department access and water supply shall comply with Florida Fire Prevention Code Latest Adopted Edition, NFPA 1 Uniform Fire Code Chapter 18, NFPA 101 Life Safety Code.

ACCESS

Approved fire department access roads shall be provided for every facility, building, or portion of a building. Fire department access roads shall consist of roadways, fire lanes, parking lot lanes or a combination thereof and be maintained.

Gated communities, subdivisions or developments must be equipped with a radio activated remote access system to allow emergency access into the community, subdivision, or development. In addition, a key switch system shall be installed as a secondary access system.

6. FLOW-THROUGH DRAINAGE EASEMENT

OWNER has recorded a perpetual flow-through drainage easement, which is recorded in Official Records Book 2563, Page 2613, public records of Martin County, Florida, and attached hereto as Exhibit G.

7. IRRIGATION

Irrigation water for the entire Paradise Lake PUD will be supplied by irrigation wells on each lot. To ensure water conservation measures are implemented, the Declaration of Covenants and Restrictions required by Section 4, Common Areas, Covenants, Conditions and Restrictions shall restrict the amount of irrigated landscaped area per lot to no more than one-half acre. In addition, lot owners shall be required to utilize “xeriscape” and “waterwise” principles pursuant to the South Florida Water Management District’s Waterwise: South Florida Landscape. This shall include limiting turf grass to no more than 50% of the landscaped area per lot and the use of appropriate native plant species consistent with the existing natural soils and desirable native plant associations within the project area.

8. MODELS

One model unit with interim septic tank, necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. The model unit must be consistent with the approved revised master site plan and final site plan. The location shall be mutually agreed upon by OWNER and the Growth Management Department Director. The model 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.

9. PRESERVE AREAS

No construction or alteration shall be permitted within any of the preserve areas except in compliance with the Preserve Area Management Plan approved by COUNTY, attached and incorporated as Exhibit H. The precise location of all Preserve Areas shall be staked and surveyed prior to the preconstruction meeting scheduled for approved final site plan and shall be fenced prior to the preconstruction meeting scheduled for approved final site plan and during construction. COUNTY shall not have any responsibility in maintaining the Preserve Areas.

10. SUSTAINABLE DESIGN STANDARDS

The following sustainable standards have been incorporated into the design of the master site plan and final site plan for the Paradise Lake PUD. These standards and the specific implementation thereof are incorporated into the master site plan and final site plan.

- A. On-site preservation and restoration of native habitat: 32.38 ac of existing on-site wetlands are to be preserved, including 0.10 ac. of wetland habitat to be restored. 17.38 ac. (55%) of the existing native upland habitat is to be preserved, which includes

wetland buffers and upland restoration areas. A 0.57 ac. Tree Protection Mitigation Area is proposed to partially off-set trees to be impacted during development, with the remainder of tree mitigation being provided with additional on-site plantings.

- B. Pedestrian connectivity: A 6' wide concrete sidewalk is provided on the interior of the internal roadway providing a pedestrian link between residential lots, four common areas located along the central lake, and the Common Area in the development's entry.
- C. Four common areas are provided along the bank of the internal lake, located at the four "lobes" that are formed by the geometry of the lake. Such Common Areas will provide locations for fishing, gathering and other forms of passive and active recreation.
- D. "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. Shade trees that primarily consist of *Quercus virginiana* shall be provided along the majority of roadways in a manner that will maintain their long-term survival and health for perpetuity. These shade trees shall be protected and maintained to avoid future conflicts with structures and utilities using practices in accordance with ANSI standards that include canopy pruning to promote good structure and growth as well as root pruning and buried root barriers to protect sidewalks, driveways, utilities, and valley gutters. Damage to infrastructure, sidewalks, and structures shall be remedied by their replacement, relocation or use of alternative sidewalk materials, root pruning, root barrier installation, and/or sidewalk relocation in lieu of street tree removal.
- E. The Association shall maintain all Common Areas and Preserve Areas free of prohibited plant species as defined in the Land Development Regulations, Martin County Code and free of invasive plant species designated as Category I by the Florida Invasive Species Council (FISC) or the Florida Exotic Pest Plant Council (FEPPC).

The addition of sustainable design features beyond what is indicated on the master site plan and final site plan shall be considered consistent with the master site plan and final site plan and shall not require an amendment to the PUD Agreement.

11. SIDEWALK

OWNER shall provide a payment in lieu of construction of a 6' wide sidewalk along the frontage of SE 138th Street in an amount of \$50,630.00 to be paid within 60 days of final site plan approval.

12. SCHOOL IMPACT

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

13. TEMPORARY CONSTRUCTION AND SALES OFFICE

OWNER may establish and maintain on the property a temporary construction office and/or a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office and/or temporary sales office shall be supplied to COUNTY.

14. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED

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

15. USES AND DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement or as set forth on the master site plan and final site plan, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the RE-2A zoning district shall apply to the development of the Paradise Lake PUD.

16. WATER/WASTEWATER

Water and Wastewater services for this project shall be provided by individual well and advanced on-site sewage treatment systems in accordance with Martin County and State regulations. Each lot shall be restricted to one principal residence with one sewage treatment and disposal system. No guesthouses or accessory dwelling units shall be allowed.

17. PUBLIC BENEFITS

- A. OWNER has recorded a perpetual flow-through drainage easement to COUNTY over the eastern wetland to allow for offsite water to flow through their wetland as part of the Kitching Creek Central Flow Way Restoration Project.
- B. OWNER agrees to prohibit guesthouses or accessory dwelling units on single family lots;
- C. OWNER agrees to increase the upland preserve/wetland buffers by 2.54 acres and provide an additional 0.57 acres of native tree protection area;
- D. OWNER shall donate \$1,000 per lot to the Martin County Community Land Trust within 60 days of final site plan approval.

18. TERMINATION OF PARADISE LAKE PUD AGREEMENT

The Paradise Lake PUD Zoning Agreement approved on March 16, 2010 and recorded in Official Records Book 2457, Page 801, public records of Martin County, Florida, shall automatically terminate and be replaced in its entirety upon recordation of this PUD Zoning Agreement.

EXHIBIT G

PERPETUAL FLOW-THROUGH DRAINAGE EASEMENT

EXHIBIT H

PRESERVE AREA MANAGEMENT PLAN