

John Fenniman, Esquire
John Fenniman, Chartered
900 S.E. Ocean Boulevard, Suite 120
Stuart, Florida 34994

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CLERK OF CIRCUIT COURT
BY _____ D.C.

THE... RECORD
COMMISSION RECORDS
MARTIN CO., FL

WHITEMARSH RESERVE
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of December, 2003, by and between SCHICKEDANZ CAPITAL GROUP, L.L.C., 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 **WHITEMARSH RESERVE PUD** consisting of: 213 townhouse residential units, a recreational area including a swimming pool and cabana, a basketball court and a tot lot, and a wetlands preservation area of 43.34 acres of the total 79.83 acre site; and

WHEREAS, Whitemarsh Reserve Homeowners Association, Inc., a proposed Florida corporation not-for-profit, hereinafter referred to as ASSOCIATION, will be formed to provide



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for the maintenance of the private easements of ingress and egress, private rights-of-way, and common areas within WHITEMARSH RESERVE PUD; and

WHEREAS, this type of consolidated development is permitted in Martin County subject to the COUNTY entering into this Planned Unit Development Zoning Agreement; and

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

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

1. UNIFIED CONTROL

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

2. DEVELOPMENT

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

- 2.1 The master 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 and subdivision plats 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

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build or construct any improvements, and is not the final approval necessary for construction of the development.

- 2.2 The final site plans and subdivision plats 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 conditions and requirements agreed to by the COUNTY and the OWNER as set forth in Exhibit F, attached hereto and by reference made a part hereof.
- 2.5 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.

3. VESTED RIGHTS

The OWNER shall have the vested 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 plats, hereinafter sometimes collectively referred to as development orders.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

- 4.1 The OWNER shall create a Declaration of Covenants and Restrictions for Whitemarsh Reserve PUD, hereinafter the Covenants and Restrictions, which shall be submitted as part of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, the ASSOCIATION shall be established for the maintenance, operation and management of the

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Common Areas as defined therein. The Common Areas of the PUD shall be designated as such and shown on the approved master 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 first 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 way of an instrument which does not contain the Covenants and Restrictions or incorporate them by reference thereto.
- 4.3 The ASSOCIATION shall not be dissolved nor shall it dispose of any common areas, by sale or otherwise, except to an organization conceived and organized to own and maintain the Common Areas, without first receiving approval of the COUNTY. The COUNTY, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the common open areas, utilities or easements of ingress and egress and/or private rights-of-way to the public as are deemed necessary.
- 4.4 In the event that the COUNTY determines that the ASSOCIATION, or any successor organization, has failed at any time to maintain the Common Areas of the PUD in reasonable order and condition in accordance with the approved development orders and applicable laws, ordinances, and regulations, then the COUNTY shall serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the PUD, which notice shall set forth the manner in which the organization has failed to



maintain the common areas in reasonable order and condition, and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or, in the alternative, that such organization appear before the COUNTY at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain the common areas or to show cause why it cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period or such longer period as the COUNTY may allow, then the COUNTY, in order to preserve the taxable values of the real property within the 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 shall not be deemed a trespass when done in accordance with the above procedures. 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.

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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 this Agreement and 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 development orders. Any change or amendment to the Agreement and/or the approved development orders shall only be made in accordance with Section 10.14, Changes and Amendments to Approved Development Orders, Land Development Regulations, Martin County Code.

7. BREACH OF AGREEMENT

7.1 Development of Whitemarsh Reserve PUD shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply

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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.

- 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, Land Development Regulations, Martin County Code.
- 7.3 In addition, pursuant to the provisions of Section 10.5.C., Termination of PUD Development Approval, Land Development Regulations, Martin County Code, 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: Schickedanz Capital Group, L.L.C.
7741 N. Military Trail, Suite 1
Palm Beach Gardens, Florida 33410

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WITH A COPY TO:

John Fenniman, Chartered
900 S.E. Ocean Boulevard, Suite 120
Stuart, Florida 34994

COUNTY:

County Administrator
Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

WITH A 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

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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 amendments to such laws, ordinances, codes or other regulations.

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

Witnesses:

Gail Schickedanz
Printed Name: Gail Schickedanz
Linda J. Adamcik
Printed Name: Linda J. Adamcik

OWNER
SCHICKEDANZ CAPITAL GROUP, LLC

By: W. K. Schickedanz, President
W. K. Schickedanz, President

Address:
7741 N. Military Trail, Suite 1
Palm Beach Gardens, Florida 33410

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 9 day of February, 2004, by W.K. Schickedanz, President of Schickedanz Capital Group, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He ☒ is personally known to me or ☐ has produced _____ as identification.



(NOTARIAL STAMP)

Linda J. Adamcik
Notary Public
My commission expires:
My commission number:



ATTEST:


MARSHA EWING
Clerk of the Circuit Court


(COMMISSION SEAL)



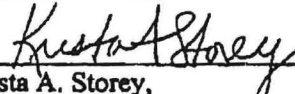
COUNTY

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By:


Doug Smith, Chairman

APPROVED AS TO FORM AND
CORRECTNESS:


Krista A. Storey,
Senior Assistant County Attorney

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**EXHIBIT A
LEGAL DESCRIPTION**

A parcel of land containing 79 acres and lying partially in Lot 6 and partially in Lot 7 of the Commissioner's Subdivision of the Miles or Hanson Grant as recorded in Plat Book 1, Page 11, Palm Beach, now Martin, County, Florida, public records, together with a part of Lot F, Stuart Farms, as recorded in Plat Book 1, Page 63, Martin County, Florida, public records, all of which is more particularly described as follows: From the southeasterly corner of said Lot 7, proceed Northerly, along the line between said Lots 6 and 7, a distance of 3649.75 feet to the Point of Beginning; thence Easterly, parallel to the South line of said Lots 6 and 7, a distance of 1961.27 feet, more or less, to the arc of a curve in the Westerly right of way of State Road No. 76; thence Northerly, along the arc of said curve, a distance of 627.40 feet, more or less, to the end of said curve; thence continue along said Westerly right of way a distance of 93.22 feet, more or less, to a line parallel to and 4366.30 feet Northerly of the South line of said Lots 6 and 7 as measured at right angles; thence Westerly, along said parallel line, a distance of 4823 feet, more or less, to the Easterly shore of the South Fork of the Saint Lucie River; thence Southerly, along said shore, to a line parallel to and 3649.75 feet Northerly of said South line of Lots 6 and 7, as measured at right angles; thence Easterly, along said parallel line, a distance of 2840 feet, more or less, to the Point of Beginning.

LESS AND EXCEPTING the following described parcel of land taken by the State of Florida Department of Transportation by Final Judgment filed in O.R. Book 996, Page 1429, Martin County, Florida, public records:

That part of Lot 6, according to the plat of MILES OR HANSON GRANT, as recorded in Plat Book 1, Page 11, public records of Palm Beach (now Martin) County, Florida, lying Westerly of State Road 76, being more particularly described as follows:

Commence at the Southeast corner of Lot 7, as shown on said Plat of Miles or Hanson Grant, thence run Northerly along the East line of said Lot 7, a distance of 2,809.45 feet; thence North 66°11'42" East, parallel with the South line of Lots 6 and 7, a distance of 1,760.04 feet to the Westerly Existing Right of Way line for State Road 76 (Kanner Highway), said line being on a curve concave Westerly, having a radius of 5679.58 feet and a chord which bears North 09°58'11" West; thence Northerly along the arc of said curve and said Right of Way line subtended by a central angle of 08°44'19", a distance of 866.25 feet to the POINT OF BEGINNING of the herein described parcel, said line being a curve concave to the West having a radius of 5679.58 feet and a chord which bears North 17°29'59" West; thence Northerly along the arc of said curve and said Existing Right of Way line, subtended by a central angle of 06°19'16", a distance of 626.60 feet to the end of said curve; thence North 20°39'37" West along said Existing Right of Way line a distance of 10.57 feet to a point on a tangent curve, concave Westerly having a radius of 5669.58 feet and a chord which bears South 17°26'25" East; thence Southerly along the arc of said curve subtended by a central angle of 06°26'26", a distance of 637.31 feet; thence North 66°11'42" East a distance of 1.25 feet to the POINT OF BEGINNING. (Containing 384 square feet, more or less).

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EXHIBIT B

OWNERSHIP CERTIFICATE

I, JOHN FENNIMAN, a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Planned Unit Development Zoning Agreement dated the 16th day of December, 2003, by and between SCHICKEDANZ CAPITAL GROUP, L.L.C., and MARTIN COUNTY, is in the ownership of SCHICKEDANZ CAPITAL GROUP, L.L.C., a Florida limited liability company.

Dated this 6^{re} day of February, 2004.


JOHN FENNIMAN
Florida Bar # 106633



EXHIBIT C

UNIFIED CONTROL

The undersigned, being the OWNER of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the 16th day of December, 2003, between SCHICKEDANZ CAPITAL GROUP, L.L.C., 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.

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

IN WITNESS WHEREOF, the Owner has executed these presents on the date indicated below.

OWNER

SCHICKEDANZ CAPITAL GROUP,
L.L.C.

Witnesses:

Gail Schickedanz
Printed Name: Gail Schickedanz

Linda J. Adamcik
Printed Name: Linda J. Adamcik

By: W. K. Schickedanz, Pres.
W. K. Schickedanz, President

Address:
7741 N. Military Trail, Suite 1
Palm Beach Gardens, Florida 33410

Date: February 9th, 2004

STATE OF FLORIDA
COUNTY OF Palm Beach

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 W. K. SCHICKEDANZ, President of SCHICKEDANZ CAPITAL GROUP, L.L.C., a Florida limited liability company, on behalf of the corporation, to me known to be the persons described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of February, 2004.

(NOTARIAL STAMP)



Linda J. Adamcik
Notary Public
My commission expires:

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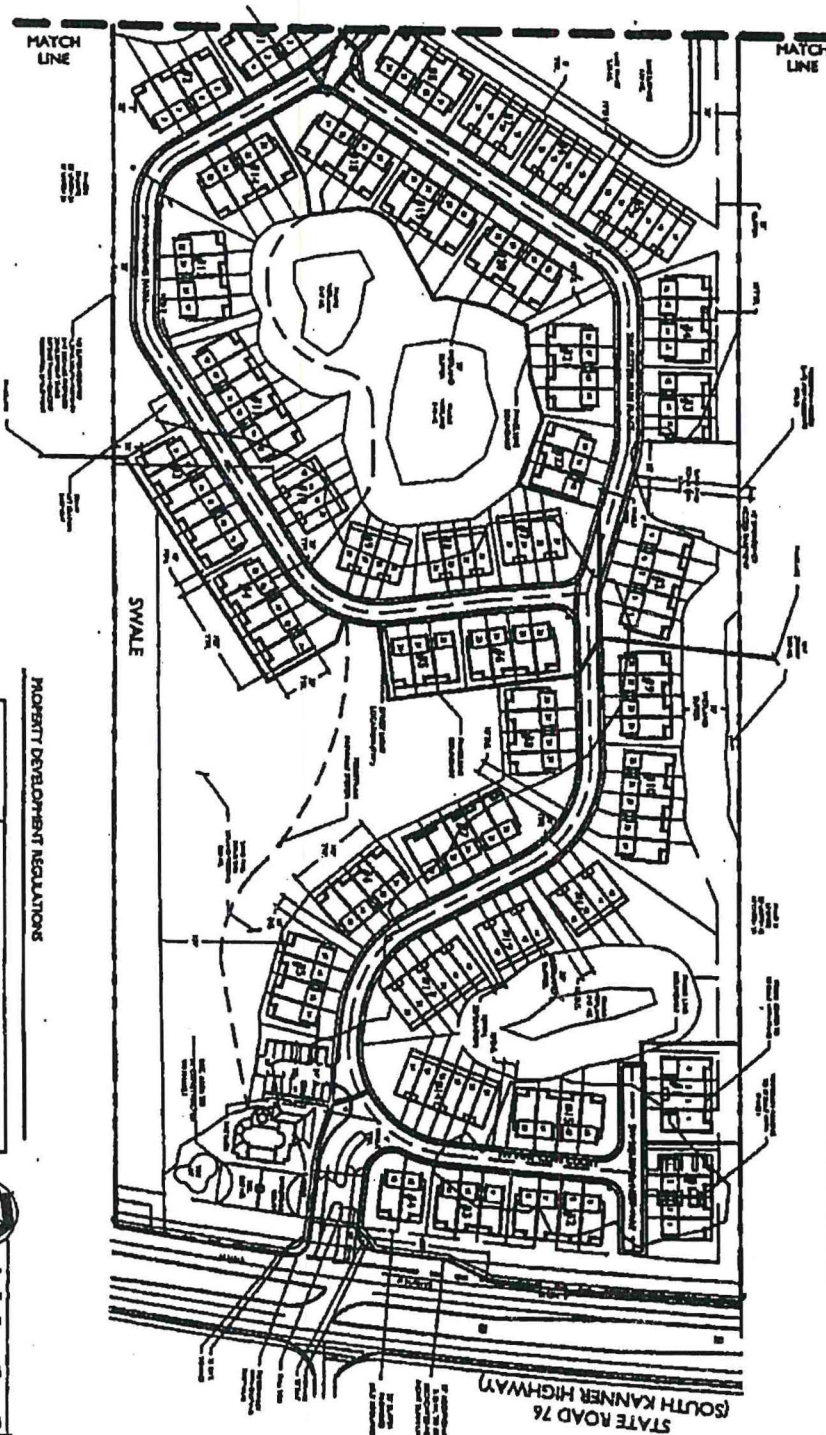
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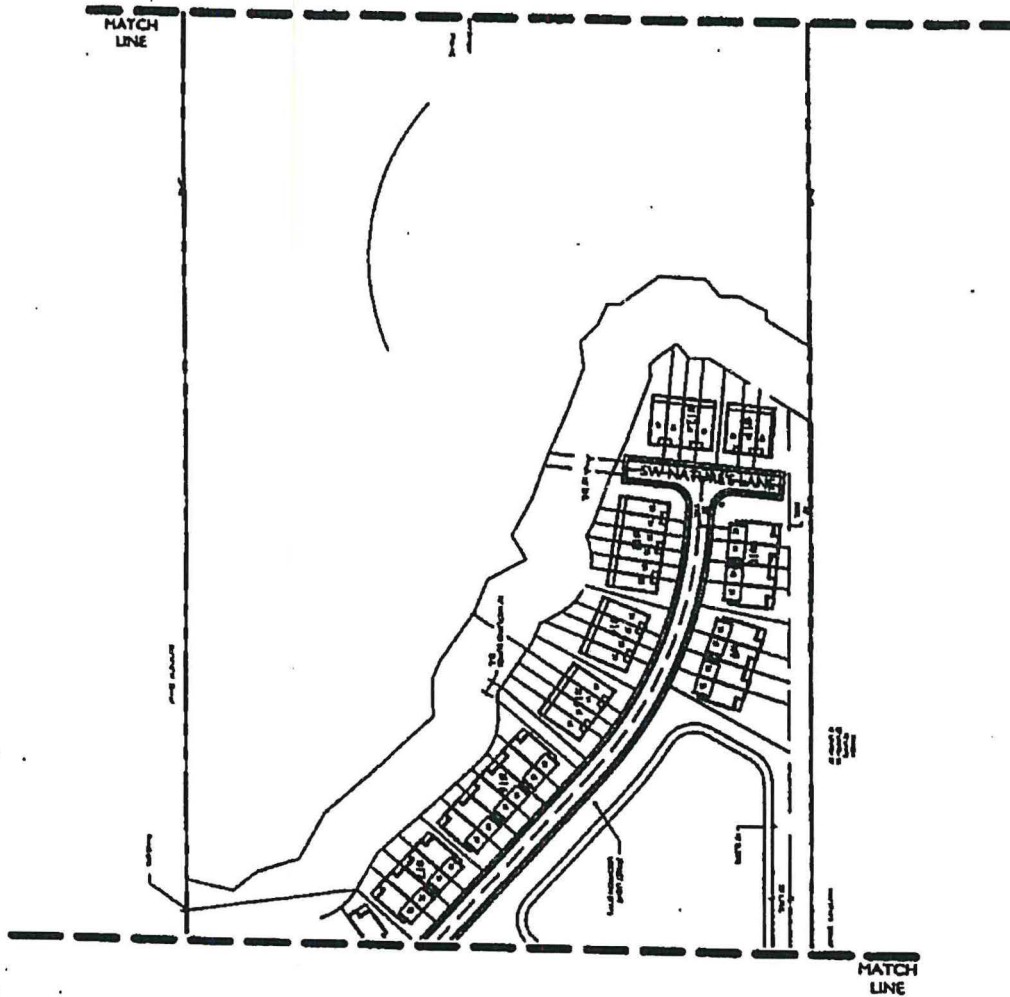
Landings Architectural Studio



**MASTER SITE
PLAN**

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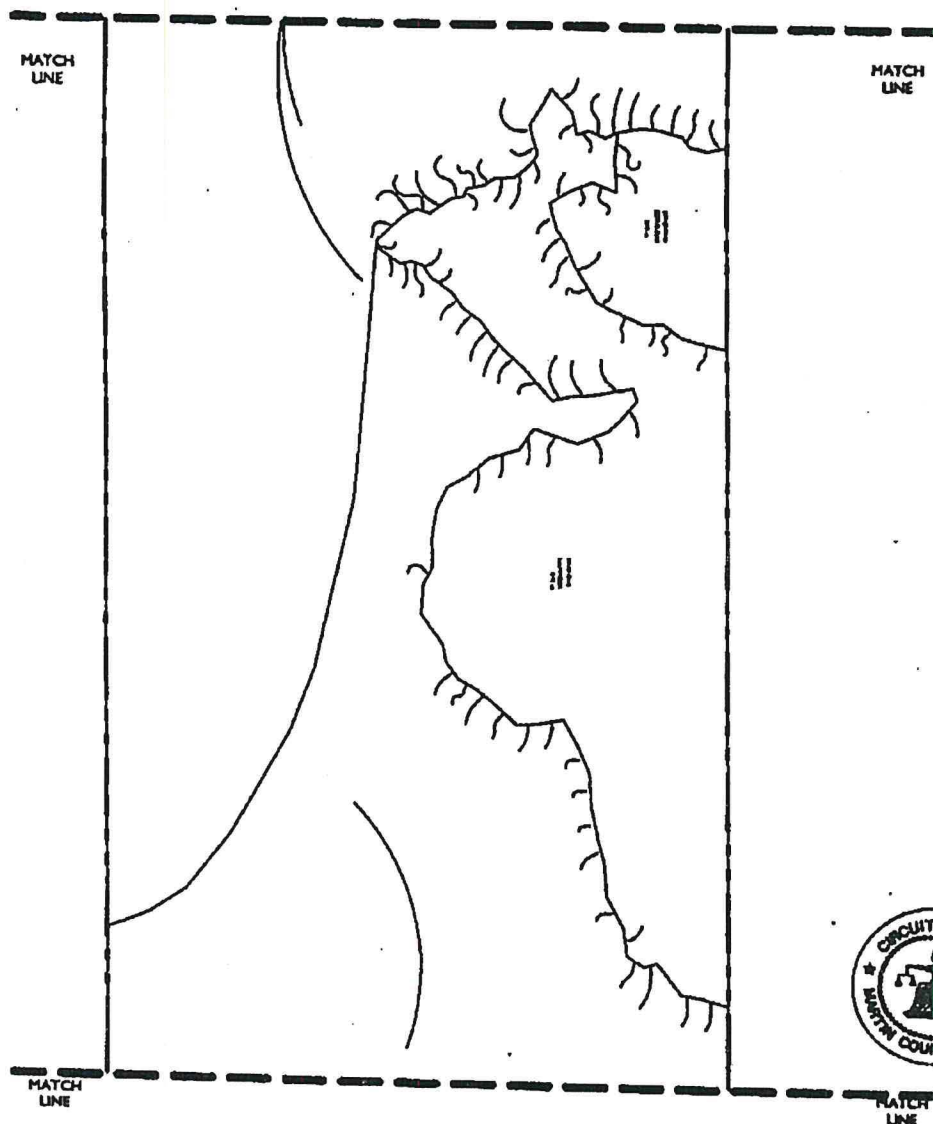
WHITEMARSH RESERVE
A.K.A. NATURE'S WALK
PREPARED FOR
SCHICKEDANZ CAPITAL GROUP LLC
MARTIN COUNTY, FLORIDA



Exhibit D - Page 2 of 4



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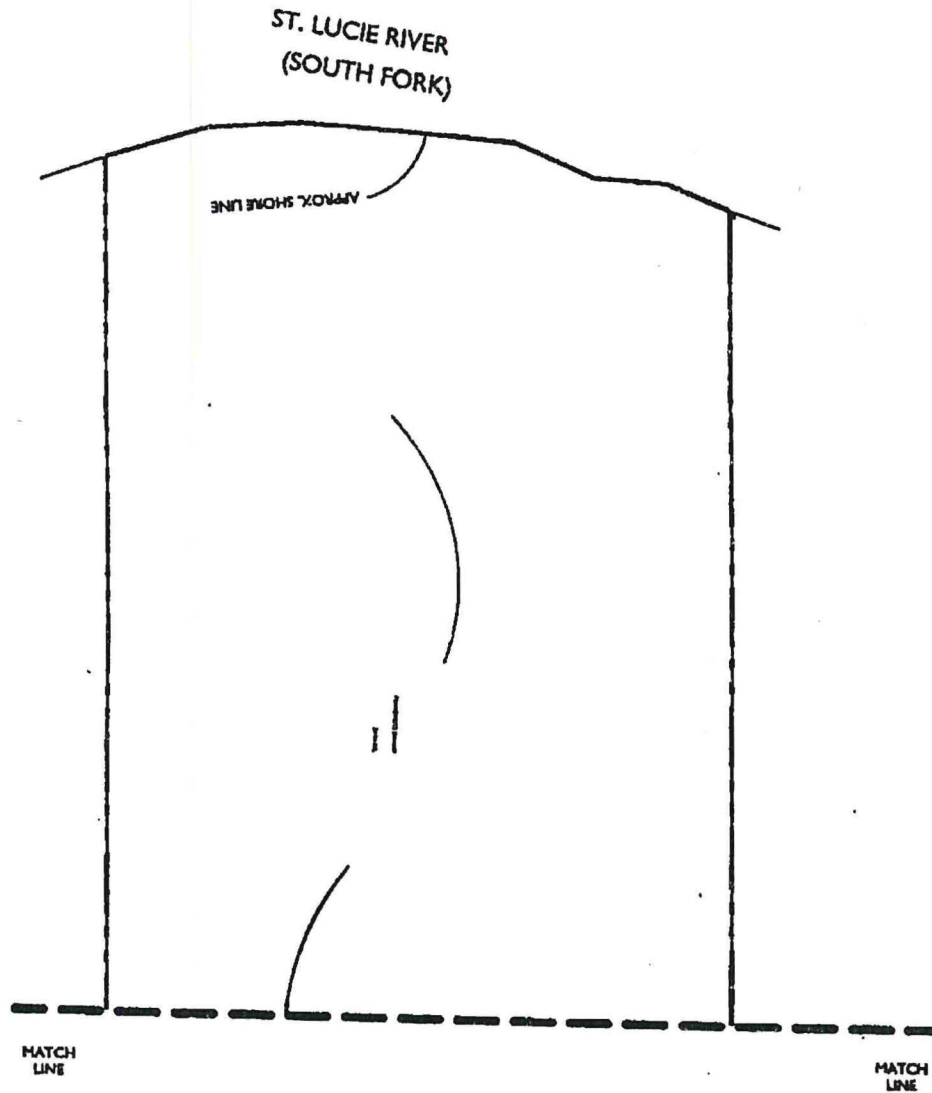
MASTER SITE
PLAN

WHITEMARSH RESERVE
A.K.A. NATURE'S WALK
PREPARED FOR
SCHICKEDANZ CAPITAL GROUP LLC
MARTIN COUNTY, FLORIDA

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PROJECT: WHITEMARSH RESERVE
CLIENT: SCHICKEDANZ CAPITAL GROUP LLC
DATE: 10/1/14
SHEET: 1

MASTER SITE
PLAN

WHITEMARSH RESERVE
A.K.A. NATURE'S WALK
PREPARED FOR
SCHICKEDANZ CAPITAL GROUP LLC
MARTIN COUNTY, FLORIDA



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EXHIBIT E
TIMETABLE FOR DEVELOPMENT

- A. This development shall be constructed in phases in accordance with this Timetable for Development, the three (3) phases set forth in the phasing plan and master site plan attached as Exhibit D. The westerly most phase containing 92 Units (including all wetland preserve areas, storm water retention lakes, and upland preservation land areas, the model home section, and earthwork and clearing, all lake bank sodding and completion of the approved perimeter landscape buffer) shall be Phase I; the middle phase containing 58 Units shall be Phase II, and the easterly most phase adjoining State Road 76 (including the recreational area located adjoining State Road 76) containing 63 Units shall be Phase III.
- B. Construction in each phase must commence as set forth in the sub-paragraph D chart. Construction in each phase shall be completed as set forth in the sub-paragraph D chart.
- C. The development of Whitmarsh Reserve PUD must be completed within four (4) years of the master site plan approval.
- D. The first phase to be constructed shall be Phase I. The second phase to be constructed shall be Phase II. The final phase to be constructed shall be Phase III. Each phase of the Whitmarsh Reserve PUD shall be sequentially completed and shall be self-supporting (together with any prior completed phase) prior to proceeding to the next phase. Infrastructure improvements pertaining to the respective phase must have commenced to the level of (i) fire protection satisfactory to the Fire Marshall; and (ii) road base for access satisfactory to the Building Department before issuance of building permits within said phase. All required improvements identified on the final site plan for the respective phase shall be completed prior to the issuance of any certificate of occupancy for a residence within said phase. All recreational amenities must be completed prior to the issuance of any building permits for residential units within Phase II.

The phases to be constructed and the time period after the date of the approval of the PUD Agreement within which final site plan approval of each phase must be obtained are as follows:

Phase	Obtain Phase Final Site Plan Approval and Phase Plat Approval (From Date of PUD Agreement)	Maximum Time for Construction Start of Infrastructure and Units (From Date of PUD Agreement)	Maximum Time for Construction Completion of Infrastructure and Units (From Date of PUD Agreement)
Phase I	12 Months	24 Months	36 Months
Phase II	18 Months	30 Months	42 Months
Phase III	24 Months	36 Months	48 Months



EXHIBIT F
SPECIAL CONDITIONS

1. **EMERGENCY /CONSTRUCTION/ DELIVERY ACCESS:**

Any emergency/construction/delivery access indicated on the master site plan, final site plans and subdivision plats 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 access in a manner acceptable to the COUNTY. If gates are featured, knox switches, or locks, are required.

2. **ENDANGERED SPECIES:**

In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise is significantly dependent upon the Whitemarsh Reserve PUD property, 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 and the U.S. Fish and Wildlife Service. Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the OWNER.

3. **FIRE PROTECTION:**

All structures, other than detached one and two family residences, which are in excess of 5,000 square feet or two stories or greater in height shall be provided with a sprinkler system installed in accordance with NFPA 13, Standards for Automatic Sprinkler Protection, and NFPA 14, Standards for Standpipes. All other provisions of the National Fire Protection Association shall be complied with. Compliance with NFPA 241 is required. Stabilized roads and hydrant installations shall be completed before issuance of building permits. Hydrants shall be within 500 feet of each residential building.

4. **HAULING OF FILL:**

The OWNER agrees not to haul any fill off of the site of the Whitemarsh Reserve 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 Preserve Area Management Plan approved by Martin County and required prior to final site plan approval.

5. **MODELS:**

Model units with interim septic tanks, necessary access road, parking and utilities will be allowed on-site for purposes of sales presentation. Model units must be consistent with the approved master site plan and may be approved prior to final site plan approval for the parcel/phase upon which the units are located. The location and number, not to exceed six (6), shall be mutually agreed upon by the OWNER and the Growth Management Department Director. The OWNER

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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.

6. WATER/WASTEWATER:

Water and Wastewater services for this project shall be provided by Martin County Utilities and Solid Waste Department. OWNER shall provide an executed copy of an agreement for each phase of such service within 60 days of final site plan approval of that phase for the Whitemarsh Reserve PUD. For water conservation OWNER shall individually meter each unit and/or supporting structure.

7. PRESERVE AREAS:

a. A separate Preserve Area Management Plan (PAMP) shall be required for each phase of the PUD, if applicable. A PAMP shall be submitted with the application for each final site plan, if applicable.

b. No construction or alteration shall be permitted within any of the preserve areas except in compliance with a Preserve Area Management Plan approved by Martin County. The precise location of all the preserve areas shall be staked and surveyed prior to final site plan approval of the applicable phase and shall be fenced prior to and during construction of that phase.

8. RETENTION OF NATIVE VEGETATION:

Clearing of native vegetation shall be limited to that which is shown on the approved clearing plans for the Whitemarsh Reserve PUD. In order to reduce, or eliminate, impacts on adjacent properties and neighborhoods, the OWNER agrees to complete the following as part of the first sub-phase of phase one of the development of Whitemarsh Reserve PUD: (a) all earthwork and clearing; (b) all lake bank sodding; and (c) the approved perimeter landscape buffer.

9. SCHOOL IMPACT:

The OWNER shall obtain a letter of "No Objection" from the Martin County School Board prior to final site plan approval for any residential units within the Whitemarsh Reserve PUD.

10. USES AND DEVELOPMENT STANDARDS

Except as provided for within this Agreement or as set forth on the master 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 Whitemarsh Reserve PUD.

11. SOIL EROSION AND SEDIMENTATION:

Site clearing and vegetation removal shall be phased in accordance with the approved final site

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plans. 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 Engineering Department upon completion of the lake construction.

12. SUSTAINABLE DESIGN STANDARDS:

The following sustainable standards have been incorporated into the design of the master site plan for the Whitmarsh Reserve PUD. Further refinements of these standards and the specific implementation thereof shall be incorporated into the final design of the development and compliance with such standards shall be demonstrated with each application for final site plan approval.

- A. Pedestrian walkways and bicycle paths shall link neighborhood pods and shall provide linkage to natural and man made open spaces and recreation areas, wherever possible.
- B. Every effort shall be made to provide monuments, focal points and places for gathering within the community.
- C. "Streetscaping", including shade trees along walkways and the access roads, shall be added to avoid the "sea of asphalt" and "line of cars" affect and to provide a more meaningful balance between green spaces and dwellings.
- D. The OWNER shall work with the Martin County School Board to provide more direct pedestrian walkway and bicycle path access to the pedestrian sidewalk adjacent to the westerly paved area of State Road 76.

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

13. 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.

14. 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



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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.

15. TIME SHARING OR INTERVAL OWNERSHIP PROHIBITED:

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

16. DRAINAGE/STORMWATER MANAGEMENT

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 Martin County bear the responsibility for aiding the OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the Whitmarsh Reserve PUD.

17. 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.

18. CAPACITY RESERVATION

OWNER is voluntarily electing to proceed under Section 14.4.A.3.d.(2), Comprehensive Plan, Martin County Code and Section 5.32.C., Land Development Regulations, Martin County Code and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for the subject property. By so doing, OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the Whitmarsh Reserve PUD area and necessitate additional capital facility improvements for the Whitmarsh Reserve PUD to meet concurrency or prevent the Whitmarsh Reserve PUD from going forward in accordance with the timetable of development.

19. ACCESS TO KIPLINGER PARCEL

- A. OWNER shall dedicate to the County one (1) twelve foot (12') wide easement ("Access Easement") as generally depicted on the Master Site Plan to provide access from the Whitmarsh Reserve PUD to the County owned Kiplinger Parcel which is located adjacent to and northwest of the Whitmarsh Reserve PUD. The Access Easement shall be conveyed to the County by way of the plat for Phase II. The Access Easement shall be limited to utilization by the County for the purpose of managing and maintaining the Kiplinger Parcel. Management and maintenance



of the Kiplinger Parcel includes, but shall not be limited to, ecological burning, pesticide usage, exotic plant and animal removal, usage of heavy equipment and machinery, and fire suppression and protection activities. Use of the access easement by the general public is prohibited. Whitemarsh Reserve PUD Unit Owners, their guests and invitees may utilize, without fee or charge, the Access Easement for access to and egress from the Kiplinger Parcel upon completion by Owner of the mulch trail and boardwalk described in Paragraph 20 of Exhibit F.

- B. OWNER may, at OWNER's sole option and expense, construct a gate with knox switches or locks, as deemed acceptable by the County, across the Access Easement. The ASSOCIATION shall have the responsibility of maintaining the gate with locking facilities and shall administer the issuance of keys and/or magnetic cards to Whitemarsh Reserve PUD Unit Owners and COUNTY.
- C. After seven (7) years from the date of this PUD Agreement, Martin County shall no longer utilize the Access Easement for the traversing of heavy equipment and machinery to the Kiplinger Parcel without the express prior written approval of the Association. Use of the Access Easement by the County for other management and maintenance purposes shall be permitted.

20. CONSTRUCTION OF BOARDWALK AND MULCH TRAILS ON KIPLINGER PARCEL

- A. Martin County desires construction of a mulched trail and boardwalk on the "Kiplinger Property" north of Whitemarsh Reserve. OWNER shall, at OWNER's expense, design, obtain required permits from applicable governmental agencies, and construct the following improvements on the Kiplinger Parcel.
 - i. A shell rock, stabilized parking area with 6 parking spaces, located near State Road 76, along with a curb cut onto State Road 76.
 - ii. A mulched trail beginning at the existing sidewalk on State Road 76 and extending to the edge of the mangrove swamp on the Kiplinger Parcel. The mulch trail shall further connect to the Whitemarsh Reserve PUD as shown on the Whitemarsh Reserve Master Site Plan, for the benefit of the Whitemarsh Reserve PUD Unit Owners.
 - iii. A boardwalk across the mangrove swamp to the shore of the St. Lucie River.

All the above construction shall be consistent with the trail and boardwalk portion as shown on attached Exhibit "F-1" Kiplinger Parcel Conceptual Site Plan. Initial design shall be submitted to Director of Parks and Recreation by OWNER within ninety (90) days of PUD approval. Such design and construction shall be as approved by the Director of Parks and Recreation. COUNTY agrees to respond to all OWNER plan submittals within sixty (60) days of receipt by COUNTY with written comments and sketch plan revisions, if any. COUNTY waives any



COUNTY application and/or permit fees for OWNER construction on the Kiplinger Parcel. COUNTY agrees to sign all applicable permit applications as the "owner" of the Kiplinger Parcel.

- B. Within sixty (60) days after COUNTY Director of Parks and Recreation written approval of OWNER submitted design of the mulch trail and boardwalk, OWNER shall provide COUNTY with an engineer's cost estimate for the cost of permitting and constructing the mulch trail and boardwalk and shall guarantee such cost by providing the COUNTY with a contract containing the terms of this condition secured by a letter of credit, surety bond, pledge of account, or other security acceptable to the County Attorney.
- C. Construction of the mulch trail, shell rock stabilized parking lot, and boardwalk shall be done in conjunction with Phase II of the Whitmarsh Reserve PUD.
- D. COUNTY expressly agrees that the "entry road" feature, "wildlife hospital and caretaker's house" feature, and "picnic shelters" feature of the Exhibit "F-1" Conceptual Site Plan are not included in the provisions of the paragraph 20 and are a sole expense of COUNTY, if COUNTY elects to construct said features. COUNTY agrees that the construction of said features, if elected by COUNTY, shall not delay the construction of the mulch trail, shell rock stabilized parking lot, and boardwalk by OWNER.

21. RESTRICTIVE COVENANTS BENEFITTING THE KIPLINGER PARCEL

- A. OWNER shall, in addition to the items required by Florida Statutes §689.26, further disclose to a prospective parcel owner in Whitmarsh Reserve PUD, the existence of the Kiplinger Parcel adjacent to and immediately North of Whitmarsh Reserve PUD and the existence of nature trails within the Kiplinger Parcel accessible to the general public from the public's entrance to the Kiplinger Parcel direct from State Road 76.
- B. In addition to those provisions of the Declaration of Covenants and Restrictions for Whitmarsh Reserve PUD required by Section 4 of the PUD Agreement, the provisions set forth in attached Exhibit F-2 shall also be included within the Covenants and Restrictions.

22. TYPICAL STREET SECTION.

The OWNER shall incorporate the streetscape design depicted and illustrated on the Typical Street Section attached hereto as Exhibit F-3 into the final site plan and final landscape plan at such time that final site plan approval is sought for any phase of Whitmarsh Reserve PUD.

23. RESTRICTIVE COVENANT REGARDING PARKING OF VEHICLES.

The OWNER agrees that the Declaration of Covenants and Restrictions for Whitmarsh Reserve



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PUD required by Section 4 of the PUD Agreement shall provide for a restriction prohibiting the parking of vehicles on any sidewalk or bikepath in Whitmarsh Reserve PUD.

24. OWNERS' COVENANTS FOR THE BENEFIT OF SOUTH RIVER PROPERTY OWNERS' ASSOCIATION, INC.

OWNER agrees to the following special conditions for the benefit of South River Property Owners' Association, Inc., a Florida non-profit corporation.

- A. Prior to Phase II Final Site Plan Approval, OWNER shall construct, at OWNER's sole expense, a six foot (6') tall masonry wall along the Southerly boundary of Whitmarsh Reserve PUD from State Road 76 running Westerly to the point where said Southerly boundary intersects with an existing large bay swamp wetland.
- B. OWNER agrees that it will not construct any three (3) story townhouse building within one hundred fifty feet (150') of the Southern boundary of Whitmarsh Reserve PUD. OWNER agrees that the singular building cluster depicted on the Master Site Plan containing a three (3) story townhouse structure situate closest to South River Condominium complex shall be swapped and relocated within the Master Site Plan for a two (2) story townhouse building structure.
- C. OWNER agrees that the storm water discharge from the upland portion of Whitmarsh Reserve PUD shall not discharge into the existing lake that straddles the Southern boundary of Whitmarsh Reserve PUD.
- D. OWNER agrees to assist South River Property Owners Association, Inc., in the capture and disposal of field mice and pests during the land clearing activities of the construction of Whitmarsh Reserve PUD, subject to applicable laws, ordinances, and regulations.

25. DISCLOSURE OF PROPOSED INDIAN STREET BRIDGE.

OWNER shall, in addition to the items required by Florida Statutes §689.26, further disclose to a prospective parcel owner in Whitmarsh Reserve PUD, plans of Florida Department of Transportation to construct a bridge over the South Fork of the St. Lucie River connecting Palm City with Indian Street at the intersection with State Road 76.

26. LANDSCAPE BUFFER ADJOINING STATE ROAD 76.

OWNER shall plant minimum twenty-four inch (24") high native shrub material to be maintained at forty-eight inches (48"); combined with existing and enhanced berming to create combination of six foot (6') tall opaque buffer within the buffer adjacent to State Road 76 depicted on the Master Site Plan. All existing native material to be maintained in place to furthest extent possible. Alternate shrub/screen material shall consist of Cocoplum, Silver Saw Palmetto, and Seagrape.



27. DEED OF CONSERVATION EASEMENT TO SFWMD.

OWNER shall grant a deed of conservation easement ("Deed"), in form approved by South Florida Water Management District ("SFWMD"), of the 24.94 acres more or less of the "mangrove swamp" and the 17.86 acres more or less of the "bay swamp" land areas depicted in the Master Site Plan, to SFWMD and cause the Deed to be filed in the public records of Martin County, Florida prior to the issuance of building permits within Phase I.

28. CONTRIBUTION TO NORTH COUNTY AQUATIC CENTER.

OWNER shall contribute the sum of Ten Thousand Dollars (\$10,000.00) to Martin County to be applied to the construction of the Martin County North County Aquatic Center. Contribution shall be made at the time of the filing of the Phase I Plat of Whitmarsh Reserve PUD.

29. ADDITIONAL REQUIREMENTS

The Whitmarsh Reserve PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this Agreement or set forth on the master site plan, the Whitmarsh Reserve PUD shall comply with all requirements of the General Ordinances and Land Development Regulations of the Martin County Code.

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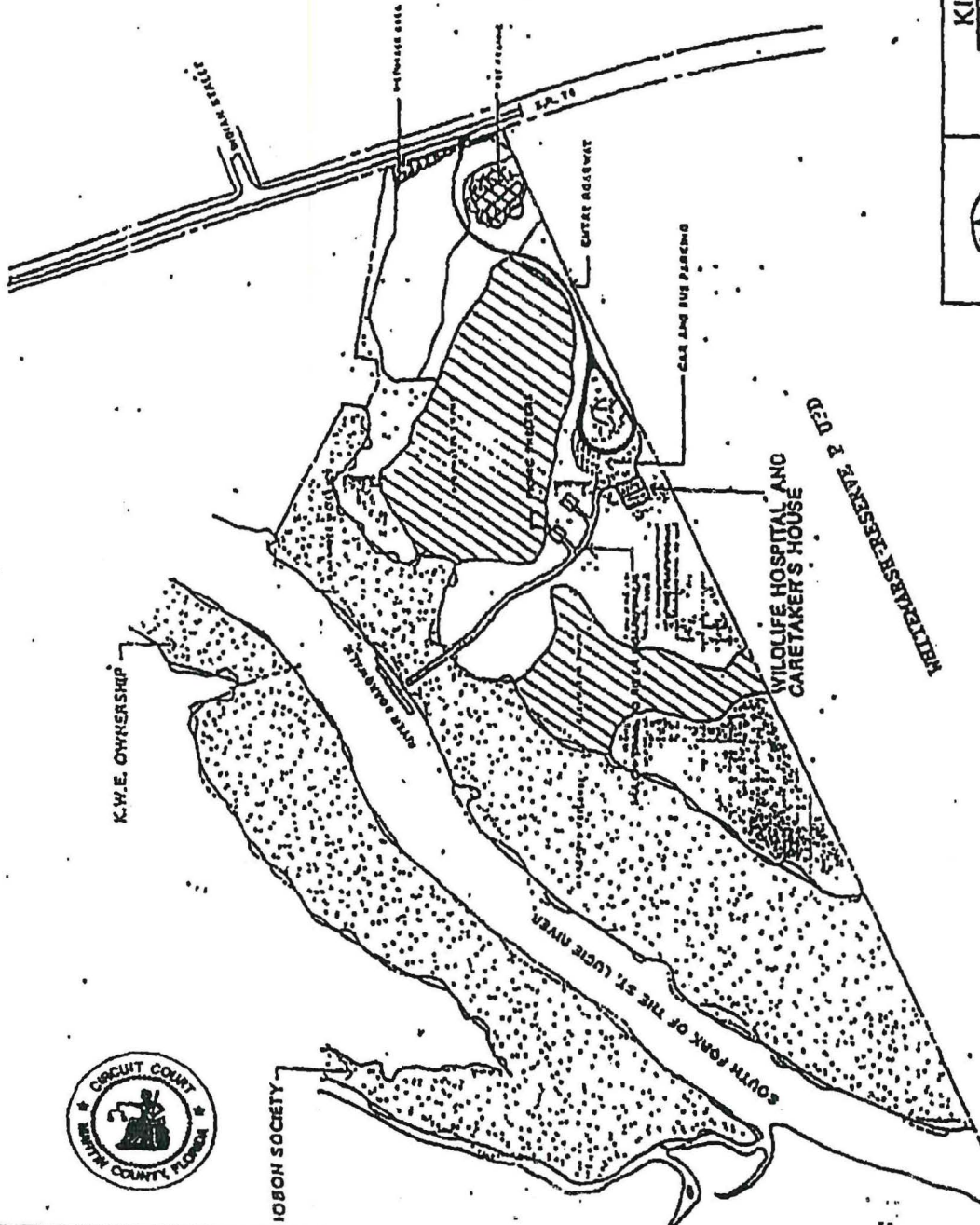


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EXHIBIT "F-1"

Conceptual Site Plan of County Public Conservation Lands
known as
"Kiplinger Parcel"



KIPLINGER PARCEL	
MARTIN COUNTY, FLA.	
BATH	DATE
MARTIN COUNTY PLANT PROTECTION DEPARTMENT	

N.T.S.

CONCEPTUAL SITE PLAN

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Exhibit F-2
to
Special Conditions of Whitemarsh Reserve PUD

**ADDITIONAL LANGUAGE OF
COVENANTS AND RESTRICTIONS**

1. Provisions Benefitting Martin County Public Conservation Lands Developer does declare that Whitemarsh Reserve PUD is subject to the specific restrictive covenants provisions of this Section for the benefit of Martin County Public Conservation Lands ("Kiplinger Parcel") adjacent to and North of Whitemarsh Reserve PUD.
2. Kiplinger Parcel. County, by Deed recorded in Official Records Book 1055, Page 2164 in the Public Records, holds title to approximately 157 acres of real property lying Northwesterly of the lands of Whitemarsh Reserve PUD. In order to (a) promote the goals, mission and objectives of County, (b) to assure that Developer, its successors, assigns and subsequent multiple grantees of the Lots and Units of Whitemarsh Reserve PUD are good neighbors and knowledgeable supporters of the goals, missions and objectives of County in the administration of the Kiplinger Parcel, Developer hereby declares that the entire Whitemarsh Reserve PUD is subject to the covenants, conditions and restrictions of this Section.
3. Prevail Over Other Use Restrictions. In the event of conflict between the provisions of this Section and other provisions of this Declaration, the provisions of this Section shall control.
4. Restrictive Covenants Running with Whitemarsh Reserve PUD. The covenants, conditions and restrictions of this Section shall run with all of Whitemarsh Reserve PUD. All Owners shall be deemed to have constructive knowledge of the provisions of this Section and such Owners shall be deemed to have consented and agreed to the management practices of County including, without limitation, ecological burning; pesticide usage, if any; exotic plant and animal removal; usage of heavy equipment and machinery within the Kiplinger Parcel; and other management practices as may be necessary by County for the proper management of the Kiplinger Parcel. Each and every conveyance of any Lot, Unit or any portion or all of the properties of Whitemarsh Reserve PUD shall be subject to the covenants, conditions, and restrictions of this Section whether or not such instrument of conveyance recites the Official Records Book and Page number where this Declaration is recorded in the Public Records. The provisions of this Section shall apply to all supplemental or sub-declarations which cover portions of the properties of Whitemarsh Reserve PUD.
5. Disclosure of Ecological Burning. Developer and County disclose to all Owners that current environmental, ecological and biological studies support the County's ecological burn plan to control burn the Kiplinger Parcel approximately every three (3) or four (4) years. This ecological burning event creates residual smoke, smoke odor, and airborne ashes that will effect Whitemarsh Reserve PUD and the Owners and their tenants, guests, invitees, and occupants. ACCEPTANCE OF A DEED OF TRANSFER OF TITLE OF A LOT OR UNIT IS ACKNOWLEDGMENT OF THE GRANTEE OF THIS DISCLOSURE OF ECOLOGICAL

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BURNING. Owners agree to inform tenants, guests, invitees and occupants of the ecological burning as a possible future event.

6. County Access to Kiplinger Parcel. Developer has dedicated a singular access easement ("Access Easement") in Whitemarsh Reserve PUD for the purpose of providing County, including the Martin County Parks and Recreation Department staff and its equipment, access to the Kiplinger Parcel for the purpose of providing access for fire suppression equipment during the times that County conducts prescribed ecological burns on the Kiplinger Parcel. This Access Easement shall not be open to the general public. The Access Easement shall be open to members of Whitemarsh Reserve Homeowners Association, Inc.

7. Disclosure of County Resource Management Practices Developer and County disclose to all Owners that the County resource management practices within the Kiplinger Parcel include, but are not limited to, ecological burning, pesticide usage, exotic plant and animal removal, usage of heavy equipment and machinery and other practices as may be deemed necessary for the proper management of the Kiplinger Parcel.

8. Disclosure of Restricted Mosquito Control. Developer and County disclose to all Owners that the governmental regulations and County policies may substantially restrict mosquito control in the Kiplinger Parcel.

9. Dumping of Grass Clippings. Each Owner, by acceptance of the deed of conveyance for a Lot or Unit, and his or her guests, invitees, tenants and occupants, acknowledge that the dumping of grass clippings, yard waste, and trash of whatsoever nature upon the Kiplinger Parcel is a defined "nuisance" pursuant to this Declaration and may result in injunctions and/or fines imposed by Association pursuant to the provisions of this Declaration.

10. Shielding of Floodlights. The installation, utilization and maintenance, at any time and from time to time, of floodlights, halogen beam lights, or any other direct lighting installation shining directly into the Kiplinger Parcel is prohibited within Whitemarsh Reserve PUD. Developer has installed and the Association shall replace, repair and maintain from time to time, street lighting within the Common Areas of Whitemarsh Reserve PUD that deflects the beam of illumination downward to shield the Kiplinger Parcel from illumination emanating from the Common Areas of Whitemarsh Reserve PUD.

11. Animal Restraint Law. Each Owner, their guests, invitees, tenants, and occupants, by acceptance of the deed of conveyance for a Lot or Unit acknowledge the terms and provisions of Section 9.90, Animal Restraint Law, General Ordinances, Martin County Code, which provides in part that it shall be presumed to be unlawful for the owner of any animal to permit his/her animal to be off the owner's property unless the animal is under restraint or control of a competent person by means of a chain, leash or other devise, or is in a secure cage or other secure enclosure.

12. Copy of Declaration to Subsequent Grantees. Developer, and each subsequent grantor, upon conveying title of a Unit or Lot of Whitemarsh Reserve PUD shall provide the grantee with a true copy of this Declaration.



13. Amendment. Developer shall not amend this Section which runs with the lands of Whitemarsh Reserve PUD. This Section may be amended in writing upon the written approval of (a) a seventy-five percent (75%) of all of the Owners of Whitemarsh Reserve PUD, (b) Association, and (c) the Martin County Board of County Commissioners.

14. Enforcement. The provisions of this Section shall be enforced by Association pursuant to Section ____ of this Declaration.

14.1 In the event any breach of any of the foregoing covenants by any Owner or his or her guests, invitees, tenants and occupants occurs and Association fails to seek compliance and enforcement pursuant to the provisions of Section ____ of this Declaration, County, at their sole option, upon 30 days prior written notice to Association outlining the specific breach which has not been cured, rectified or complied with, may

14.1.1 perform the activity on the Kiplinger Parcel such as trash removal or other act at County's expense and bring an action for monetary damages of the amount of the cost of such action, together with the cost of reasonable County attorney's fees and court costs, against Association; or

14.1.2 bring an action to compel the Owner to comply with the provisions of this Section, together with the costs of reasonable County attorney's fees and court costs, against such Owner.

14.2 All actions shall be brought in either the Nineteenth Judicial Circuit in and for Martin County or in the Martin County Court.

14.3 In the event a monetary judgment is entered against Association in favor of County, Association shall impose a Special Assessment on all Owners to pay such monetary judgment. All Owners shall bear their proportionate share of the Special Assessment to provide the funds for Association to make payment of such monetary judgment. In no event shall such monetary judgment impede the priority of any Lender's prior existing mortgage lien of whatsoever nature.

14.4 In the event a judgment is entered against a Lot Owner or Owners in favor of County, County may resort to all judicial remedies to compel the Owner to perform the provisions of such judgment. In no event shall such judgment impede the priority of any Lender's prior existing mortgage lien on the land of such Owner.

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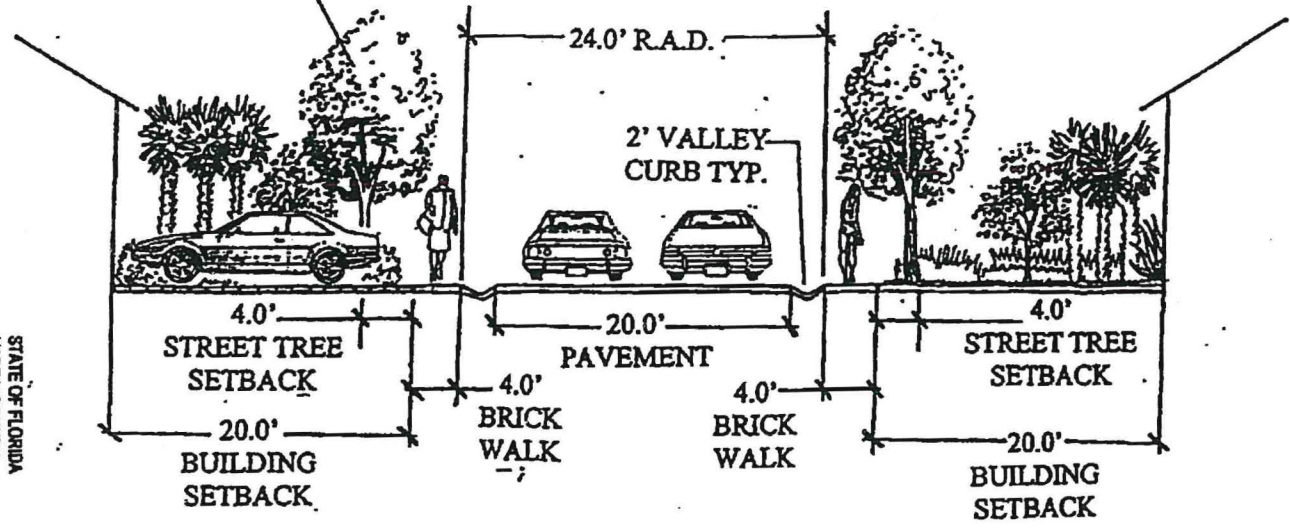


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TYPICAL STREET SECTION

Exhibit F-3

1 STREET TREE PER LOT
(10' LIVE OAK TYP.)



STATE OF FLORIDA
MARTIN COUNTY
THIS IS TO CERTIFY THAT THE
FOREGOING 33 PAGES IS A TRUE
AND CORRECT COPY OF THE ORIGINAL
BY: *[Signature]*
MARSHA EMMIS, CLERK
DATE: 03-15-04



OR BK 01877 PG 0185



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INSTR # 1814934
OR BK 01982 PG 2244
RECORDED 02/15/2005 02:26:48 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY C Burkey

Prepared by:
Martin County Growth Management Department
2401 SE Monterey Road
Stuart, FL 34996

**MARTIN COUNTY, FLORIDA
DEVELOPMENT ORDER CHANGE**

**REGARDING APPROVAL OF AN ADMINISTRATIVE AMENDMENT
FOR WHITEMARSH RESERVE PUD FOR REVISIONS TO THE
MASTER SITE PLAN AND THE TIMETABLE FOR DEVELOPMENT
WITH AN AFFIDAVIT DEFERRING PUBLIC FACILITIES RESERVATION**

WHEREAS, SCHICKEDANZ CAPITAL GROUP, L.L.C., a Florida limited liability company, submitted an application for the Whitemarsh Reserve First Amendment to Planned Unit Development Zoning Agreement, which Agreement is recorded in Official Records Book 1877, Page 153, Martin County, Florida, public records, for revisions to the master site plan and the timetable for development, with an Affidavit Deferring Public Facilities Reservation.

WHEREAS, this application meets the criteria for an administrative amendment established in Section 10.14.C, Land Development Regulations (LDR), Martin County Code.

WHEREAS, pursuant to Section 10.14.D, LDR, Martin County Code, final action on an administrative amendment to existing development orders shall be taken by the County Administrator or his/her designee.

WHEREAS, the County Administrator has delegated final action on administrative amendment applications to the Growth Management Director.

NOW, THEREFORE, THE GROWTH MANAGEMENT DIRECTOR HEREBY DETERMINES THAT:

A. The Whitemarsh Reserve First Amendment to the Planned Unit Development Zoning Agreement, attached hereto as Exhibit A, is approved.

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B. No permits for construction or development activity shall be issued until all required documents; plans and fees are received and approved as required by Section 10.9, LDR, Martin County Code.

C. Failure to submit the required documents, plans and fees as required by Section 10.9, LDR, Martin County Code, shall render the Whitemarsh Reserve First Amendment to the Planned Unit Development Zoning Agreement approval null and void.

D. This application is hereby determined to meet the requirements for and shall serve as an Affidavit Deferring Public Facilities Reservation as set forth in Section 5.32.C., Land Development Regulations (LDR), Martin County Code.

E. This development order shall be recorded in the public records of Martin County. A copy shall be forwarded to the applicant by the Growth Management Department subsequent to recording.

DATED THIS 17th DAY OF DECEMBER, 2004.

Nicki van Vanno

Nicki van Vonno
Growth Management Director