BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2435-2020

* * * * *

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, TO APPPROVE A REZONING FROM R-3 MULTIFAMILY/OFFICE TO RESIDENTIAL PLANNED UNIT DEVELOPMENT "RPUD" ON THE CITY'S OFFICIAL ZONING MAP; FOR AN 11.04 ACRES PARCEL, OWNED BY SERRAGUI GROUP INVESTMENTS LLC, LOCATED ON THE SOUTH SIDE OF SE OCEAN BLVD BETWEEN THE POINTE ASSISTED LIVING FACILTY AND KINGSWOOD CONDO ASSOCIATION, SAID LAND BEING MORE FULLY DESCRIBED IN EXHIBIT "A" ATTACHED; ESTABLISHING STUART OCEAN TOWNHOMES RPUD CONSISTING OF EIGHTY (80) ATTACHED HOMES; APPROVING A MASTER SITE PLAN; PROVIDING FOR DEVELOPMENT CONDITIONS AND A TIMETABLE FOR DEVELOPMENT, DECLARING THE PLAN TO BE CONSISTENT WITH THE CITY'S COMPREHENSIVE PLAN; PROVIDING DIRECTIONS TO THE CITY CLERK; PROVIDING FOR REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

* * * * *

WHEREAS, the City Commission held a properly noticed hearing at a regularly scheduled City Commission to consider the application by HJA DESIGN STUDIO and PULTE

HOME COMPANY, LLC representing Serragui Group Investments, LLC (owner), for a 11.04 acre parcel of land located on the south side of S.E. Ocean Blvd abutting The Pointe Assisted Living Facility and Kingswood Condo Association; and

WHEREAS, the City of Stuart has determined the need to rezone said lands; and

WHEREAS, the City Commission, has considered the Petitioner's voluntary request for zoning designation, and has also considered the recommendation of the City staff.

WHEREAS, the Applicant has committed to the City that its development will comply with all development codes, plans, standards and conditions approved by the City Commission; and that it will bind its successors in title to any such commitments made upon approval of the RPUD; and

WHEREAS, at the hearing the applicant showed by substantial competent evidence that the application is consistent with the Stuart Comprehensive Plan, and the Land Development Code of the City, and with the procedural requirements of law; and

WHEREAS, the RPUD development will be in harmony with surrounding properties and their anticipated development;

WHEREAS, the foregoing recitals are true and adopted as findings of fact and conclusions of law.

WHEREAS, the property is legally described in **"Exhibit A"** of this ordinance. A map depicting the property is attached hereto as **Exhibit "B"** and made a part hereof by reference; and development conditions including a timetable for construction attached hereto as **Exhibit "C";**

NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA THAT:

SECTION 1: The following new documents are on file as public records of the City, at the office of the City Clerk in City Hall, and attached hereto as **Exhibit "D"**, hereinafter the

"Development Documents", shall be deemed a part of the development conditions, and shall supplement any earlier approvals:

a. **Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.**
b. **ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019, and revised on 5.22.20.**
c. **Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.**
d. **Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20**
e. **Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.**
f. **Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.**

SECTION 2: The Land Development (Zoning) District designation on the City of Stuart Official Zoning Map shall be established as "RPUD" Residential Planned Unit Development amended by this ordinance to allow for 80 attached townhome units.

SECTION 3: This ordinance becomes effective upon adoption.

SECTION 4: Except as otherwise provided herein, no development permits, site permits, or building permits shall be issued by the City except in compliance with the City's Land Development Code.

SECTION 5: All ordinances or parts of ordinances in conflict with this ordinance or any part thereof is hereby repealed to the extent of such conflict. If any provision of this ordinance

conflicts with any contractual provision between the City and the developer of the site, this ordinance shall prevail.

SECTION 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 7: This ordinance shall be effective upon the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owner.

SECTION 8: The complete execution and recording of this Ordinance by the City Clerk shall occur no later than 60 days from the date of this approval, failing which this ordinance shall be void.

SECTION 9: Upon complete execution of this Ordinance, including the Acceptance and Agreement by the Owner, the City Clerk is directed to record a Certified Copy of the same in the Public Records of Martin County, Florida.

Passed on first reading the 26th day of May 2020.

Commissioner _____ offered the foregoing Ordinance and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

	YES	NO	ABSENT	ABSTAIN
MICHAEL J. MEIER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
BECKY BRUNER, COMMISSIONER				
VACANT, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2020.

ATTEST:

_____ _____

MARY R. KINDEL MICHAEL J. MEIER

CITY CLERK MAYOR

APPROVED AS TO FORM

AND CORRECTNESS:

_____

MICHAEL J. MORTELL

CITY ATTORNEY

CITY'S ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____day of _____, 2020, by MICHAEL J. MEIER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

ACCEPTANCE AND AGREEMENT

BY SIGNING THIS ACCEPTANCE AND AGREEMENT, THE UNDERSIGNED HEREBY ACCEPTS AND AGREES TO ALL OF THE TERMS AND CONDITIONS CONTAINED IN A RESIDENTIAL PLANNED UNIT DEVELOPMENT AND IN ALL EXHIBITS, ATTACHMENTS AND DEVELOPMENT DOCUMENTS, INTENDING TO BE BOUND THEREBY, AND THAT SUCH ACCEPTANCE AND AGREEMENT IS DONE FREELY, KNOWINGLY, AND WITHOUT ANY RESERVATION, AND FOR THE PURPOSES EXPRESSED WITHIN THE ABOVE ORDINANCE. IF IT IS LATER DISCOVERED THAT THE UNDERSIGNED, OR ITS SUCCESSORS OR ASSIGNS HAVE FAILED IN ANY MATERIAL WAY TO DEVELOP THIS RESIDENTIAL PLANNED UNIT DEVELOPMENT ACCORDING TO THIS ORDINANCE, ITS CONDITIONS, AND THE DEVELOPMENT PLANS AND DOCUMENTS, THE UNDERSIGNED UNDERSTANDS AND AGREES THAT THIS ORDINANCE MAY BE AMENDED OR REPEALED BY THE CITY COMMISSION, AND THAT OTHER ACTIONS MAY BE TAKEN AGAINST THE UNDERSIGNED BY THE CITY, INCLUDING BUT NOT LIMITED TO CODE ENFORCEMENT ACTIONS, PERMIT AND LICENSING REVOCATIONS, AND ALL APPLICABLE CIVIL AND CRIMINAL ACTIONS.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ACCEPTANCE AND AGREEMENT:

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

Serragui Group Investments, LLC,

By: _____

Mauricio Chico – Managing Member

OWNERS ACKNOWLEDGMENT

STATE OF FLORIDA,
COUNTY OF _____

The above Ordinance, Acceptance and Agreement was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____

Personally Known OR Produced Identification
Type of ID Produced _____

Signature of Notary Public: _____
Commission Expires:

Notary Seal:

EXHIBIT A – LEGAL DESCRIPTION - Stuart Ocean Townhomes

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 38 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING SOUTH OF THE RIGHT-OF-WAY FOR STATE ROAD A-1-A.
LESS AND EXCEPT THE WESTERLY 250.00 FEET THEREOF.
ALSO, LESS AND EXCEPT BUILDINGS 1 THROUGH 21, INCLUSIVE, BUILDINGS 33 THROUGH 43, INCLUSIVE, BUILDINGS 53 THROUGH 59, INCLUSIVE, RECREATION AREAS 1, 2 AND 3, AND SEWER PUMP STATIONS 1 AND 2, KINGSWOOD CONDOMINIUM APARTMENT BUILDINGS, ACCORDING TO THE DECLARATIONS OF CONDOMINIUM THEREOF, RECORDED IN OFFICIAL RECORDS BOOK 325, PAGE 1560, OFFICIAL RECORDS BOOK 332, PAGE 2706, OFFICIAL RECORDS BOOK 344, PAGE 1409, OFFICIAL RECORDS BOOK 359, PAGE 1191, OFFICIAL RECORDS BOOK 360, PAGE 546, OFFICIAL RECORDS BOOK 366, PAGE 1974, OFFICIAL RECORDS BOOK 366, PAGE 2065, OFFICIAL RECORDS BOOK 367, PAGE 2659, OFFICIAL RECORDS BOOK 369, PAGE 1771, OFFICIAL RECORDS BOOK 391, PAGE 1877, OFFICIAL RECORDS BOOK 392, PAGE 1887, OFFICIAL RECORDS BOOK 393, PAGE 1094, OFFICIAL RECORDS BOOK 399, PAGE 1214, OFFICIAL RECORDS BOOK 406, PAGE 504, OFFICIAL RECORDS BOOK 406, PAGE 593, OFFICIAL RECORDS BOOK 411, PAGE 2331 AND OFFICIAL RECORDS BOOK 426, PAGE 696, AND ANY AMENDMENTS THERETO, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

THE ABOVE DESCRIBED PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE SOUTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2, BEAR SOUTH 89°45'22" EAST, ALONG THE SOUTH LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 250.00 FEET; THENCE NORTH 00°17'50" EAST

A DISTANCE OF 238.48 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°17'50" EAST A DISTANCE OF 612.25 TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF STATE ROAD A-1-A, SAID POINT BEING A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 3,324.14 FEET, WHOSE CENTER BEARS NORTH 07°54'58" WEST, HAVING A CHORD BEARING AND DISTANCE OF NORTH 78°31'28" EAST 412.75 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°07'08", A DISTANCE OF 413.02 FEET TO THE NORTHWEST CORNER OF BUILDING 54, KINGSWOOD CONDOMINIUM, AS RECORDED IN OFFICIAL RECORDS BOOK 411, PAGE 2331, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID KINGSWOOD CONDOMINIUM, SOUTH 15°02'31" EAST A DISTANCE OF 120.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 93.35 FEET; THENCE NORTH 89°52'49" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°52'49" EAST A DISTANCE OF 20.00 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 216.06 FEET; THENCE SOUTH 33°09'58" WEST A DISTANCE OF 51.55 FEET; THENCE SOUTH 00°07'11" WEST A DISTANCE OF 220.00 FEET; THENCE CONTINUE SOUTH 00°07'11" WEST A DISTANCE OF 224.85 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE SOUTH 89°33'03" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 517.30 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 177.78 FEET; THENCE NORTH 89°19'45" WEST A DISTANCE OF 5.00 FEET TO THE NORTHEAST CORNER OF THE 44 FOOT PARCEL ADDED TO KINGSWOOD CONDOMINIUM BUILDING NO. 109 PARCEL, AS RECORDED IN OFFICIAL RECORDS BOOK 1117, PAGE 281, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID PARCEL, NORTH 89°19'45" WEST A DISTANCE OF 44.00 FEET; THENCE SOUTH 00°40'15" WEST A DISTANCE OF 51.05 FEET TO A POINT ON THE NORTH LINE OF THE DRAINAGE AREA CONVEYED TO KINGSWOOD ASSOCIATION NO. 3, INC., A FLORIDA NOT FOR PROFIT CORPORATION, AS RECORDED IN OFFICIAL RECORDS BOOK 476, PAGE 2524, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING

COURSES ALONG SAID DRAINAGE AREA, NORTH 84°37'41" WEST A DISTANCE OF 107.87 FEET; THENCE SOUTH 75°22'19" WEST A DISTANCE OF 184.25 FEET; THENCE NORTH 79°37'41" WEST A DISTANCE OF 178.95 FEET TO A POINT ON THE EAST LINE OF RECREATION AREA NO. 4 PARCEL, AS DESCRIBED IN OFFICIAL RECORDS BOOK 1501, PAGE 1564, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE THE FOLLOWING COURSES ALONG SAID RECREATION AREA NO. 4 PARCEL, NORTH 00°22'19" EAST A DISTANCE OF 16.00 FEET; THENCE NORTH 10°22'19" EAST A DISTANCE OF 77.51 FEET; THENCE NORTH 74°37'41" WEST A DISTANCE OF 95.32 FEET; THENCE LEAVING SAID RECREATION AREA NO. 4 PARCEL, NORTH 09°37'41" WEST A DISTANCE OF 121.45 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 2; THENCE NORTH 89°45'22" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 167.61 FEET; THENCE NORTH 00°07'21" EAST A DISTANCE OF 95.00 FEET; THENCE NORTH 45°47'29" WEST A DISTANCE OF 206.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN MARTIN COUNTY, FLORIDA.

CONTAINING 481,103 SQ. FT. / 11.045 ACRES, MORE OR LESS. (M)

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

EXHIBIT B – LOCATION MAP

Stuart Ocean Townhomes

Acrial Map
City of Stuart



Prepared by:

HJA DESIGN STUDIO

North

Project # : 19005

EXHIBIT C – DEVELOPMENT CONDITIONS

Approved Plans and Documents

1. The Stuart Ocean Townhomes RPUD project and use thereof shall comply with the following drawings:

   a. Major Development Site Plan (RPUD), Sheet SP-1, Sheet SP-2 &Sheet SP-3 prepared by HJA Design Studio, dated 09.20.19, revised on 3.02.20.
   b. ALTA/NSPS Land Title Survey, Sheets 1 & 2 of 2, by Caulfield and Wheeler, Inc, dated 05.1.2019, and revised on 5.22.20.
   c. Existing Tree Survey / Removal Plan, Landscape Plan, and Landscape Specifications, Sheets LP-1, LP-2, LP-3, LP-4, LP-5, LP-6, prepared by HJA Design Studios, dated 09.06.19, and revised on 3-05-20.
   d. Architectural Floor Plans & Elevations and rendering, prepared by Florida Zone, dated 03.5.20
   e. Truck Route Plan, Sheets TR-1, TR-2 dated 09/20/2019, by Bowman Consulting, dated 09.20.19.
   f. Site Lighting Photometric Plan, Sheets L-1 & L-2, by HJA Design Studio, dated, 09.18.19.

2. Any modifications to the Master RPUD Site Plan that does not exceed 10% of the approved building footprint, building setbacks, gross square footage, impervious areas, building location, parking size, location and number of parking, drainage areas, and location of landscaping may be approved by the City's Development Director, provided however, the Development Director may refer the matter to the City Commission for approval via a public hearing.

3. Development of the Subject Property as a RPUD shall include an impervious area of not more than 250,002 sf or 5.74 acres (52% of the site) within the RPUD. The maximum

building height within the RPUD shall be 2 stories or 30 feet. Height shall be measured from the lowest permissible finished first floor elevation to the surface of a flat roof or to the eave of a pitched roof. The peak of a pitched roof may not exceed 15 feet above the maximum building height.

4. The developer shall post a sign at the mailboxes located along perpendicular stalls reserving two (2) parking spaces specifically for mail delivery and pick-up only.

Landscaping

5. The common areas shall be provided with landscaping with an irrigation system of enough capacity to maintain the landscaping in a healthy growing condition.

6. The City's landscape inspector shall have the opportunity to inspect all trees and/or landscape material with the landscape architect prior to installation. The developer shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00.

7. A Landscape maintenance agreement executed in accordance with Section 6.04.04.A.2. of the Land Development Regulations, shall be submitted to the Development Department and approved prior to the issuance of a certificate of occupancy.

Required Pervious and Native Preserve Area

8. Not less than 28.0% (3.11 acres) of the RPUD shall be Native Preserve that may include landscaped buffer and a .40-acre offsite preservation credit (Parcel B) areas as depicted on the Master Site Plan by HJA Design Studios as described in Exhibit C.

Tree Mitigation

9. The project shall comply with Section 5.05.02 of the City's Land Development Code regarding Tree Replacement and Protection requirements including extending the use of the City's Tree Replacement fund to include potential use of the fund for innovative stormwater treatment and living shoreline projects. The $111,125 currently slated for contribution to the City's Tree fund will be due in full or in part unless substituted with the incorporation of innovative stormwater design.

Prior to Issuance of Site Permits

10. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of a site permit.

11. Civil Plans shall be reviewed and approved by all applicable City departments prior to the issuance of a site permit.

12. All regulatory agency permits, including but not limited to the South Florida Water Management District and Army Corp of Engineers, shall be obtained by the applicant and copies provided to the City prior to the first certificate of occupancy.

Development and Construction

13. Prior to the first certificate of occupancy the developer shall obtain FDOT approval for the access at the project's entry along SE Ocean Boulevard. The Developer shall install landscaping at the development's SE Ocean Boulevard entry as shown on the landscaping plan prior to the first certificate of occupancy for a residential unit.

14. Eradication of all invasive vegetation shall be completed by the developer and inspected by the City prior to the issuance of the first building permit. This condition, however, shall not apply to any building permits issued for any models.

15. The property owner shall provide easements for licensed cable services, if required by service provider. Preserve area easements, for both onsite and offsite preserves, shall be dedicated, and recorded in the public records of Martin County, Florida, prior to the first

certificate of occupancy. A Preserve Area Maintenance Plan (PAMP) consistent with Section 5.04.03.C of the Land Development Code shall be submitted with the plat application. The PAMP shall include provisions for the perpetual maintenance of the preserves.

16. Pursuant to that certain Declaration of Condominium of Kingswood Condominium Apartment Buildings No. 33,34,35,36,54,55 Stuart, Florida, recorded in Official Records Book 411, at Page 2331, of the public records of Martin County, Florida, the developer has presented the City Commission with evidence of an easement granted by Kingswood, Incorporated for the access egress over the existing roadway at the project's entry along SE Ocean Blvd.

17. Water Services shall be provided by the City of Stuart with the site water supply taking place at/from the City of Stuart owned infrastructure and within the SE Ocean Blvd. R.O.W. with applicable backflow.

18. In the event of any conflict in the provisions of Exhibit 'C' Development Conditions and attached exhibits, Exhibit 'C' shall prevail.

19. Prior to certificate of occupancy of the last building, the applicant shall provide an engineer's written confirmation attesting that the RPUD's storm water system is in place and functioning in compliance with all approved plans and specifications.

20. Erosion and dust control measures to be implemented during construction shall be provided on the civil plans and submitted during site permit review. Water trucks shall be provided by the applicant as necessary during construction in order to reduce dust generated on-site.

21. All utility improvements constructed by the developer within FDOT's right-of-way, shall be constructed in a manner and form acceptable to the FDOT.

22. The project's Native Planting schemes at the lake will be designed using Low Impact Development "(LID) Techniques as described in the University of Florida IFSA

Extension publication LID Practices: Integration Wetlands and Enhancing Storm water Basins".

23. Temporary or freestanding storage units are prohibited on the property once construction is complete.

24. A lighting plan shall be included on the Landscape plan for the community's common areas including any street lighting at permitting. All lights at the common areas shall be limited to 20 feet in height and shielded from neighboring property.

25. Site work including but not limited to land preparation, wet pond lake excavation, clearing and grading, drainage and water, irrigation lines, shall be reviewed approved by the City's Public Works department and the city's engineering consultant prior to permitting.

26. The developer shall make provision for the modification of the road system abutting the Kingwood pool area(s) in order to maintain access to the pool area by residents.

Signage

27. All signs throughout the PUD must have a consistent treatment, as to number, location, size, height, lighting, and materials with a unified theme throughout the Planned Unit Development. The development's monument sign shall adhere to the conceptual Monument Sign on sheet SP-2 by HJA Design Studio.

Platting- HOA Requirements & Future Amendments

28. Plat approval per Section 11.01.05 of the City Land Development Code, shall occur prior to the issuance of the first building permit.

29. Prior to the first certificate of occupancy, the applicant/developer shall form a HOA (Homeowners Association) or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common site features and management of the project. Prior to the formation of a HOA, and prior to the initiation of any site work, the developer shall provide the City with the name and contact information for the person who shall be responsible for perpetual maintenance of the common site features and management of the project, until such time as a HOA is formed.

30. City of Stuart waste receptacles, including recycle shall be stored in garages only. The developments HOA shall be responsible for enforcing this waste receptacle policy. The property-owners association shall pay for initial bins (one trash bin and one recycle bin) for each unit for a total of 80 trash bins and 80 recycle bins at the time of permitting. The City will provide a single bill to the POA for trash pick-up.

31. There shall be no on street parking on trash/recycle collection days other than in designated parallel spaces. The developer and home-owners association shall request and consent to law enforcement entry to property and enforcement of state and city laws to include traffic enforcement. Additionally, the City of Stuart Police Department shall have authority to enforce city laws and all conditions of development of Ordinance 2435-2020.

32. No yard waste shall be placed in the street.

33. All new fences in the common areas shall be maintained by the Stuart Ocean Townhomes Home-Owners Association.

34. Any applications to amend this Ordinance shall be limited to the developer or the Home-Owners Association.

35. The Home-Owner's Association shall regulate any permits for guest parking.

36. If permitted by the FDOT, the developer shall provide a temporary construction entrance separate from existing shared access point.

37. The Declaration of Covenants and Restrictions for the project shall contain language that some of the garage spaces were used for the calculation of parking and there is limited parking in the development and that residents need to be mindful of neighbors and consider the parking needs of the whole community

Timetable for Development

38. The developer agrees to apply for the first building permit within (60) days of approval of the permit for site work.

39. The Developer shall construct the project's infrastructure in one phase, however the infrastructure can be sub phased and certified in subphases to allow for a certificate of occupancy to be issued for up to four (4) models prior to the remainder units. The remaining project's infrastructure shall be completed prior to the remaining units receiving a certificate of occupancy.

40. Timetable for development shall be as follows:

Site permit approval under city codes and standards.	**December 30, 2021**
Building Permit application deemed sufficient for permit review under city codes and standards.	**August 1, 2023**
Final Certificate of Occupancy for all site and building improvements.	**December 30, 2024**