BEFORE THE CITY COMMISSION

CITY OF STUART, FLORIDA

ORDINANCE NUMBER 2420-2019

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA, BEING THE SECOND AMENDMENT OF ORDINANCE NO. 2307-2015, ALSO KNOWN AS THE "NEW AVONLEA PLANNED UNIT DEVELOPMENT (PUD)" CONSISTING OF 12.40 ACRES ZONED RESIDENTIAL PLANNED UNIT DEVELOPMENT (RPUD), 16.24 ACRES ZONED COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD), AND 20.4 ACRES OF WETLAND/UPLAND PRESERVE ZONED RPUD, FOR A TOTAL OF 49.04 ACRES; SAID PUD BEING GENERALLY LOCATED BETWEEN NE DIXIE HIGHWAY TO THE SOUTH, LAND ON BOTH SIDES OF GREEN RIVER PARKWAY ON THE WEST, LAND ON BOTH SIDES OF CARDINAL AVENUE ON THE EAST AND THE CITY BOUNDARY TO THE NORTH, BEING MORE FULLY DESCRIBED BY EXHIBIT "A" ATTACHED; AMENDING SAID PUD TO PROVIDE FOR THE APPROVAL OF THE MASTER PARCEL SITE PLAN FOR THE AVONLEA CROSSING A (PARCEL 1), TO BE KNOWN AS KINDIG PROFESSIONAL OFFICES; PROVIDING FOR A MASTER OFF-SITE INFRASTRUCTURE PLAN FOR THE ENTIRE PUD; PROVIDING FOR REVISED AND ADDITIONAL DEVELOPMENT CONDITIONS OF APPROVAL; PROVIDING FOR AMENDED AND NEW TIMETABLES 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, on June 8, 2015, the City Commission adopted Ordinance No. 2307-2015, whereby establishing the "New Avonlea PUD" which consists of a Master Parcel Plan and provides

that any future development activities on any of the project's multiple parcels (with the exception of Phase II of an existing Avonlea Commerce Center Parcel) shall require a master site plan approval thru a major PUD amendment, further requiring that an off-site infrastructure plan be added to the Master Parcel Plan at the time of first amendment.

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 Avonlea Crossings A (Parcel 1) CPUD development, including the New Avonlea Off-Site Infrastructure Plan are consistent with the master PUD and anticipated development;

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

WHEREAS, the New Avonlea PUD is legally described in **"Exhibit A"** of this ordinance. A map depicting the New Avonlea PUD is attached hereto as **Exhibit "B"** and made a part hereof by reference; and amended development conditions including revised timetables for development 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 items consisting of documents already approved by Ordinance 2305-2015 and the first Amendment (Ordinance 2366-2018), as well as revised and new documents adopted hereby are on file as public records at the office of the City Clerk in City Hall and are attached hereto as **Exhibit "D"**, hereinafter the "Development Documents", which shall be deemed a part of this Ordinance:

The following are General New Avonlea PUD Plans and Documents (reinstated by Ordinance 2420-2019:

1. The Master Parcel Plan, Sheet 1 of 1 by Lucido and Associates, dated 5.27.18 (existing)
2. South Florida Water Management District Permit #43-01387-P, issued 06.9.16. (existing)
3. Department of the Army Permit #SAJ-1998-03203. (existing)
4. Drainage Statement, by Grzelka Engineering, Inc. and as built plans for master drainage. (existing)
5. Master Drainage Plan, by DLS Environmental Services, Inc. dated March 2016 (revised)
6. Environmental Assessment Report, prepared by DLS Environmental Services, Inc. dated July 2014 (existing)
7. Preserve Area Management Plan, prepared by DLS Environmental Services, Inc., dated March 2017 (existing)
8. Traffic Impact Analysis prepared by MacKenzie Engineering and Planning, dated October 2014 (existing)
9. 2015 Pattern Book for Avonlea Commerce Center Phase II (existing)
10. PUD Boundary Survey prepared by Velcon Group, Inc., dated 01.08.14 (existing)
11. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1, undated (new)
12. Avonlea Typical Cross Section, by Cotleur and Hearing, Inc., dated 4.19.18 (existing)
13. Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D., dated November 30, 2016. (existing)

The following documents are being established by Ordinance 2420-2019:

Master Parcel Plans for Avonlea Crossings Parcel A (Parcel 1)

14. Site Plan for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
15. Landscape Plan for Avonlea Crossing A, by Litterick Landscape Architecture, dated 09.30.19 (new)
16. Architectural Elevations and Floor Plans for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)

17. Boundary Survey for Avonlea Crossing A, by Velcon Engineering and Surveying, dated 04.30.19 (new)

The following documents are established by Ordinance 2366-2018 and are not being replaced:

Master Parcel Plans for Avonlea Preserve Parcel A (Parcel 2) and B (Parcel 12)

18. Site Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc, dated 11.20.17 (existing)
19. Site Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 11.20.17 (existing)
20. Lot Plan for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 4.24.18 (existing)
21. Landscape Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
22. Landscape Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
23. Landscape Plan details for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
24. Boundary Survey for Avonlea Preserve A, by Velcon Group, Inc., dated 1.27.17 (existing)
25. Boundary Survey for Avonlea Preserve B, by Velcon Group, Inc., dated 2.6.17 (existing)
26. Amenity Package, dated 2.2.18 (existing)

SECTION 2: 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 and with the aforesaid Development Documents. The failure of an Owner to complete their development, or to comply with the Development Documents, or with any term or condition of development set forth in this ordinance, shall be deemed a zoning violation and no further permits, or other development approvals or orders shall be issued by the City to the owners until the violation has been resolved, and the matter may become the subject of a code enforcement action brought by the City. This section shall not impair the due process or other legal rights of the Owners to seek administrative or judicial redress.

SECTION 3: Following the adoption and acceptance of this ordinance by the Owners, and in addition to any other action for failure by an owner to complete development or otherwise comply with the Development Documents, the City Development Director may obtain a hearing before the City Commission, and shall thereupon give at least five (5) days written notice of the time, date and location of the hearing, along with specific notice of the alleged breach. At the hearing before the City Commission the Owners may appear, and may contest the allegation of breach or explain the reason or reasons for the breach. Upon a finding of a material breach of the Development Documents and therefore, the Ordinance(s) adopting the same, the City Commission may impose or do any or all of the following:

a. Initiate the process to amend or repeal the portion of this or any other ordinance pertaining to the portion of the development in breach.
b. Direct the City Development Director to initiate the process to rezone the PUD property or any portion of the PUD property in breach.
c. Impose an administrative penalty of up to $1,000.00 for each violation, and up to $5,000.00 for each repeat violation that occurs, along with all reasonable costs, including attorney's fees incurred by the City.

Any breach of any provision or condition of this PUD ordinance by the Owner shall be considered a zoning violation subject to any remedies provided herein, or as otherwise provided by law. In the event a violation found continues from day to day, each day the violation is found to continue shall be deemed a separate violation.

SECTION 4: 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 Owner of the site, this ordinance shall

prevail.

SECTION 5: 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 6: This ordinance and agreement shall be effective upon the last of the following to occur: adoption by the City Commission, and proper execution and acceptance by the Owners.

SECTION 7: 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 8: 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 this ___th day of _____ 2019.

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

	YES	NO	ABSENT	ABSTAIN
BECKY BRUNER, MAYOR				
EULA R. CLARKE, VICE MAYOR				
KELLI GLASS LEIGHTON, COMMISSIONER				
MERRITT MATHESON, COMMISSIONER				
MIKE MEIER, COMMISSIONER				

ADOPTED on second and final reading this _____day of _____, 2019.

ATTEST:

_____	_____
MARY R. KINDEL CITY CLERK	BECKY BRUNER MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

_____
MICHAEL MORTELL
CITY ATTORNEY

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: _____

Frank A. Wacha Jr., Trustee

By: _____

Frank A. Wacha Jr.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

STB Outdoors, LLC

A Florida Limited Liability Company

By: _____

Nikolas Schroth, Member

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

DG Shreveport, LLC

A Florida Limited Liability Company

By: _____

William Rocker, Manager

OWNERS' ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Frank Wacha, Owner.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by Nikolas Schroth.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

(Continued to next page)

OWNERS' ACKNOWLEDGMENT

(Continued)

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____ day of _____, 2019, by William Rocker.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

CITY'S ACKNOWLEDGMENT

The above Ordinance, Acceptance and Agreement was acknowledged before me this _____day of _____, 2019, by BECKY BRUNER, Mayor, and Mary R. Kindel, City Clerk, respectively, of the City of Stuart, Florida, a Florida municipal corporation.

_____

Notary Public, State of Florida

My Commission Expires:

Notary Seal

Personally Known _____ OR Produced Identification _____

Type of Identification Produced _____

EXHIBIT "A" – LEGAL DESCRIPTION

AND LESS, HOWEVER, THAT PART THAT LIES SOUTH OF THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD #707 AND NE SAVANNAH ROAD.

AND LESS, HOWEVER, THAT PART OF THE NE 1/4 OF THE SE 1/4 OF THE SW 1/4 IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST LYING NORTH OF THE NORTHERLY RIGHT-OF-WAY OF NE SAVANNAH ROAD AND THE EXTENSION OF BAKER ROAD.

AND LESS, HOWEVER, THE EAST 202.00 FEET OF THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE SOUTHEAST ONE-QUARTER (SE 1/4) OF THE SOUTHWEST ONE-QUARTER (SW 1/4) OF SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, LYING NORTH ON THE NORTH RIGHT-OF-WAY LINE OF NE BAKER ROAD ACCORDING TO THE PLANS FOR BAKER ROAD EXTENSION (MARTIN COUNTY PROJECT NO. SS-R-5). THE AREA OF THIS PARCEL IS 1.65 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT-OF-WAYS OF RECORD, IF ANY.

TOGETHER WITH

AVONLEA COMMECIAL CENTER
A PARCEL OF LAND LYING IN SECTION 28, T37S, R41E, MARTIN COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT THE POINT OF INTERSECTION OF THE WEST LINE OF THE EAST 202.00' OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 SAID SECTION 28, T37S, R41E OF PARCEL 6 AS DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND THE NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION AS DESCRIBED IN OFFICIAL RECORDS BOOK 726, PAGE 1921, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA FOR THE POINT OF BEGINNING; THENCE N89°28'19"W ALONG SAID NORTHERLY RIGHT OF WAY LINE OF BAKER ROAD EXTENTION, 348.92' TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY BEING A 60.00' RIGHT OF WAY AS NOW LAID OUT AND IN USE; THENCE N10°56'26"W ALONG SAID EASTERLY RIGHT OF WAY LINE OF N.E.CARDINAL WAY, 381.26' TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF A PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 895, PAGE 25 AND 19, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND PHYSICALLY DESCRIBED BY MONUMENTS AND OCCUPATION; THENCE S89°15'48"E ALONG SAID OCCUPIED LINE, 426.24' TO THE POINT OF INTERSECTION WITH THE AFORESAID PARCEL 6; THENCE S00°45'39"W ALONG SAID WEST LINE OF THE EAST 202.00' OF PARCEL 6 A DISTANCE OF 372.11' TO THE POINT OF BEGINNING.

TOGETHER WITH

JENSEN INDUSTRIAL PARK SITE

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28, THENCE, NORTH 00° 15' 38" EAST, ALONG THE WEST LINE OF SAID SECTION 28, A DISTANCE 861.35 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH SOUTHERLY RIGHT-OF-WAY LINE OF BAKER ROAD EXTENSION; THENCE SOUTH 89° 58' 55" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE 1545.39 FEET FOR A POINT OF BEGINNING (P.O.B.);

THENCE, SOUTH 89° 58' 55" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 520.27 FEET; THENCE, SOUTH 20° 06' 54" EAST CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 142.51 FEET MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE FOR SAVANNAH ROAD; THENCE, SOUTH 49° 53' 54" WEST, ALONG NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 412.74 FEET, MORE OR LESS, TO THE POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF CARDINAL AVENUE, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET, THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 78° 51' 33", A DISTANCE OF 103.23 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 585.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 38° 45' 27" EAST, THENCE, NORTHWESTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 39° 47' 31", A DISTANCE OF 406.28 FEET TO THE POINT OF

EXHIBIT "A" – LEGAL DESCRIPTION (con't.)

TANGENCY, THENCE, NORTH 11° 27' 12" WEST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 101° 28' 07", A DISTANCE OF 88.55 FEET TO THE POINT OF BEGINNING.

CONTAINING; 4.06 ACRES, MORE OR LESS.

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

THE BEARINGS AS STATED HEREIN ARE BASED ON AN ASSUMED BEARING OF NORTH 00° 15' 38" EAST ALONG THE WEST LINE OF SAID SECTION 28.

LESS, HOWEVER,

LEGAL DESCRIPTION OF A PORTION OF PROPOSED
GREEN RIVER PARKWAY RIGHT-OF-WAY

A PARCEL OF LAND LYING IN SECTION 28 AND SECTION 29, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 29; THENCE, NORTH 88° 48' 22" WEST, ALONG THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 500.00 FEET; THENCE, NORTH 00° 15' 52" EAST DEPARTING SAID SECTION LINE, A DISTANCE OF 55.02 FEET; THENCE, NORTH 33° 12' 44" EAST, A DISTANCE OF 172.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2028.75 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27° 30' 11", A DISTANCE OF 973.84 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF BASELINE ROAD; THENCE, NORTH 30° 40' 07" EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 238.43 FEET, MORE OR LESS, TO THE INTERSECTION THEREOF WITH THE SOUTH PLAT BOUNDARY LINE OF NORTHWOOD SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN THE PLAT BOOK 1, PAGE 55, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE , SOUTH 89° 58' 55" EAST, ALONG SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.00 FEET, MORE OR LESS, TO A POINT 40.00 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID PLAT OF NORTHWOOD SUBDIVISION, THENCE, SOUTH 00° 15' 15" WEST, DEPARTING SAID SOUTH PLAT BOUNDARY LINE, A DISTANCE OF 10.21 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2148.75 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28° 34' 54", A DISTANCE OF 1071.89 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 180.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 117°38'31", A DISTANCE OF 307.99 FEET TO A POINT OF TANGENCY; THENCE, SOUTH 88° 48' 22" EAST, ALONG A LINE 60.00 FEET NORTH OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTH LINE OF SAID SECTION 29, A DISTANCE OF 92.47 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID SECTION 29; THENCE, SOUTH 00° 15' 38" WEST ALONG SAID EAST SECTION LINE, A DISTANCE OF 60.00 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 29 AND THE POINT OF BEGINNING.

EXCEPTING THE WEST 50 FEET OF THE EAST 420 FEET OF THE NORTH 100 FEET OF THE SOUTH 133 FEET OF SAID SECTION 29 AND EXCEPTING THE RIGHTS-OF-WAY FOR BAKER ROAD EXTENSION AND STATE ROAD NO. 707.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS OF WAY OF RECORD

EXHIBIT B – LOCATION MAP



EXHIBIT C – DEVELOPMENT CONDITIONS

All conditions adopted under Ordinance No. 2305-2015 shall remain in effect unless revised or superseded by the conditions below:

Approved Plans and Documents (Exhibit "D")

1. All development approved hereby and the use thereof shall comply with the following documents and drawings:

The following are General New Avonlea PUD Plans and Documents (reinstated by Ordinance 2420-2019:

a. The Master Parcel Plan, Sheet 1 of 1 by Lucido and Associates, dated 5.27.18 (existing)
b. South Florida Water Management District Permit #43-01387-P, issued 06.9.16. (existing)
c. Department of the Army Permit #SAJ-1998-03203. (existing)
d. Drainage Statement, by Grzelka Engineering, Inc. and as built plans for master drainage. (existing)
e. Master Drainage Plan, by DLS Environmental Services, Inc. dated March 2016 (revised)
f. Environmental Assessment Report, prepared by DLS Environmental Services, Inc. dated July 2014 (existing)
g. Preserve Area Management Plan, prepared by DLS Environmental Services, Inc., dated March 2017. (existing)
h. Traffic Impact Analysis prepared by MacKenzie Engineering and Planning, dated October 2014 (existing)
i. 2015 Pattern Book for Avonlea Commerce Center Phase II (existing)
j. PUD Boundary Survey prepared by Velcon Group, Inc., dated 01.08.14 (existing)
k. Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, Sheet 1, undated (New)
l. Avonlea Typical Cross Section, by Cotleur and Hearing, Inc., dated 4.19.18 (existing)
m. Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D., dated November 30, 2016. (existing)

The following documents are being established by Ordinance 2420-2019:

Master Parcel Plans for Avonlea Crossings Parcel A (Parcel 1)

n. Site Plan for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
o. Landscape Plan for Avonlea Crossing A, by Litterick Landscape Architecture, dated 09.30.19 (new)
p. Architectural Elevations and Floor Plans for Avonlea Crossing A, by Kuoppala & Associates, dated 09.30.19 (new)
q. Boundary Survey for Avonlea Crossing A, by Velcon Engineering and Surveying, dated 04.30.19 (new)

The following documents are established by Ordinance 2366-2018 and are not being replaced:

Master Parcel Plans for Avonlea Preserve Parcel A (Parcel 2) and B (Parcel 12)

r. Site Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc, dated 11.20.17 (existing)
s. Site Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 11.20.17 (existing)
t. Lot Plan for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 4.24.18 (existing)
u. Landscape Plan for Avonlea Preserve A, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
v. Landscape Plan for Avonlea Preserve B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
w. Landscape Plan details for Avonlea Preserve A and B, by Cotleur and Hearing, Inc., dated 5.25.18 (existing)
x. Boundary Survey for Avonlea Preserve A, by Velcon Group, Inc., dated 1.27.17 (existing)
y. Boundary Survey for Avonlea Preserve B, by Velcon Group, Inc., dated 2.6.17 (existing)
z. Amenity Package, dated 2.2.18 (existing)

General PUD Conditions

2. Any modifications to the Master Parcel Plan and individual Master Site Plans of the PUD that does not exceed 10% of the approved building footprint, building setbacks, gross square footage, 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 public hearing. (existing)

3. This ordinance constitutes a revised Master Parcel Plan which extends development approval to Parcels 1, 2 and 12 and off-site infrastructure improvements only. Development of remaining Parcels shall require future amendments to Ordinance No. 2305-2015. More specifically, Avonlea Crossings A (Parcel 1) shall be built in two phases: Phase 1 is a 4,389 square foot medical office building, Phase 2 is a 4,992 square foot medical or professional office building; Avonlea Preserve A (Parcel 2) shall consist of 30 residential dwelling units and Avonlea Preserve B (Parcel 12) shall consist of 32 residential dwelling units. (revised)

4. The City may elect at any time to assign a future land use designation of "Conservation" to the PUD's preserve areas without objection by the Owners. Said preserve areas shall be identified in the Preserve Area Maintenance Plan (PAMP), as more particularly set forth in condition #6. (existing)

Environmental and Landscaping

5. To ensure the integrity and viability of the preserved and restored/enhanced wetland and upland areas on a regular basis, including the submittal of an updated Annual Monitoring and Maintenance Plan, the master property owners association (the "POA"), as formed through the Amended and Restated Declaration of Covenants and Restrictions for the New Avonlea P.U.D. shall be singularly responsible for the perpetual maintenance of wetland and upland areas governed by SFWMD permit #43-01387-P, as well as all other common area improvements. The separate parcels (hereinafter referred to as "Parcel" or collectively as "Parcels) as shown on the Master Parcel Plan shall have the ability to establish separate homeowner's associations for the purpose of maintaining on site infrastructure and common areas within such Parcels. (existing)

6. Except as follows, the project shall comply with Section 5.05.02 of the "Tree replacement and protection requirements" of the City's Land Development Code.

    a. In the event the developer chooses to address tree mitigation by planting in the project's preserve area or elsewhere on the site, an estimated budget shall be provided to the city at the time of permitting. For plantings in the preserve area, not less than 50% shall consist of pines or hardwoods and 50% of palms. Of the 50% palms which may include Sabal palms, the developer may be permitted to plant half mature palms and half saw palmetto no less than 7 gallons in size. (existing)

7. The preserve Area shall be maintained in perpetuity in accordance with the Preserve Area Maintenance Plan prepared by DLS Environmental Services, Inc., dated 03.17. Any trash, debris, and exotics shall be removed from the preserve area. (existing)

8. Not less than 25% of the PUD shall be open space as defined in the City Land Development Regulations. Required open space may include native vegetation areas, excluding wetlands defined by the SFWMD, and landscape buffers between the PUD and adjacent property. (existing)

9. Plantings in upland preserve areas shall count toward tree replacement in accordance with Section 5.05.02 of the City's Land Development Code. (existing)

10. "Hat racking" of trees is prohibited on the property. (existing)

11. Prior to any site clearing or development activities, compliance with all applicable federal, state and local regulations, including U.S. Army Corps of Engineers, SFWMD, and Florida Fish and Wildlife Conservation Commission (FFWCC) regulations, shall be demonstrated to the City. (existing)

12. Clearing of invasive species, including any required filling incidental to said clearing activities, as per SFWMD Permit #43-01387-P, shall be permitted at any time provided a permit is first obtained from the City. Further, the Owners shall demonstrate to the city

coordination with the FFWCC with regard to relocation/conservation permits of protected species. (existing)

13. A tree mitigation plan and tree survey depicting the proposed tree impact and mitigation including preservation, relocation and replacement, shall be submitted with each master parcel site plan approval. A tree removal permit will be required prior to the removal or relocation of existing specimen or historic trees and in the case of the removal of trees in the process of utility construction, such as lift stations, etc. (existing)

14. Subject to Development Department approval, trees planted in public spaces and public rights-of-way may be credited towards tree replacement requirements. The cost of the trees may be deducted from the total amount owed to the City's Tree Trust Fund. (existing)

15. A final landscape plan for each Parcel shall be provided with a master site plan application for such Parcel except the Avonlea Commerce Center Parcels 3 thru 9 and shall be consistent with the SFWMD Permit #43-01387-P. The landscape plan for each Parcel shall include a streetscape plan for public roads adjacent to that Parcel consistent with the approved Off-Site Infrastructure Plan. (existing)

16. A landscape maintenance agreement for each Parcel, executed in accordance with the Land Development Regulations, shall be submitted prior to the issuance of the first Certificate of Occupancy for such Parcel shown on the Master Parcel Plan. In order to monitor the proper installation of landscape material, material quality and long term maintenance of the site, a Letter of Credit, Certificate of Deposit or bond in the amount of 125% of the fair market value of the new landscape material shall be provided to the city for each Parcel shown on the Master Parcel Plan prior to the issuance of the first Certificate of Occupancy for such Parcel. The security shall be held for two years. (existing)

17. All common buffers and other common areas shall be provided with landscaping with an irrigation system of sufficient capacity to maintain the landscaping in a healthy growing condition. (existing)

18. 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 Owner shall bear the pass-thru fee for landscape consulting fees not to exceed $1,500.00. (existing)

19. Prior to the development activities on Avonlea Preserve A and B (Parcels 2 and 12), any applicable payment into the City's tree replacement fund based on the City's Tree Replacement Formula, Section 5.05.02, shall be made as followed in the mitigation data requirements provided in the Landscape Plan details for Avonlea Preserve A and B, and prepared by DLS Environmental Services. Solely at the City's discretion, or the applicant may donate and/or locate mitigated trees in a public area designated by the City. (exsting)

20. A tree protective barrier plan shall be reviewed, approved and inspected by the landscape architect and by a City staff person on-site prior to construction activity to ensure that all preserve areas are not disturbed. (existing)

21. In addition to the landscaping depicted on the Landscape Plan for Avonlea Preserve Parcel 12, and at the owners discretion, the Owners may (with Development Department approval) provide pedestrian access thru the street frontage landscaping along Baker Road from the front door to the Baker Road sidewalk, so long as each residence is treated with the same access to the Baker Road sidewalk. The potential sidewalk access will not diminish the number of required street trees demonstrated on the landscape plan, but rather will be allowed to shift the landscaping to accommodate the pedestrian access and may result in a small reduction of ground cover and shrub area. A decision by the Development Department to withhold approval for the pedestrian access plan shall be appealable to the City Commission. (existing)

22. Property owners in Avonlea Preserve A and B (Parcels 2 and 12) may not construct fences or structures (such as sheds) in any yard. The individual POA for the particular Parcel may provide a uniform fencing program acceptable to the Development Department via an administrative amendment, which may allow fences to delineate property boundaries and separate residential property from common areas. (existing)

Signage

23. 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. Monument signs shall be grounded mounted, limited to ten feet (10') in height with design criteria conforming to the City's Land Development Code. No cabinet signs or pole signs shall be permitted. (existing)

Potable Water and Sewer Utilities

24. Parcels 1, 2 10, 11 and 12 shall be served by Martin County Utilities, parcels 13, 14, 15 and 16 shall be served by City of Stuart (Revised)

Off-Site Infrastructure Plan

25. The owners have submitted an Off-Site Infrastructure Plan acceptable to the City, which includes sidewalks, street and intersections, street furniture, landscaping, parking, lightning, utilities and storm water improvements, which is in addition to the Master Parcel Plan. The location of sidewalks, pedestrian and cyclist connectivity, design of street sections, street furniture and amenities within the right of way, shall be reviewed for each phase of development of this PUD and this agreement amended accordingly so that the off-site infrastructure plan demonstrates consistency of improvements throughout the PUD. (Revised)

26. All infrastructure improvements within a given phase as required by the Off-Site Infrastructure Plan shall be built or bonded prior to any vertical construction in accordance with the phasing plan for the Off-Site Infrastructure Plan. Vertical construction within a phase of development is not contingent on the completion of off-site infrastructure work within the separate phase indicated in the phasing plan. (existing)

27. All utilities within adjacent rights-of-ways, within a given phase as depicted in the Off-Site Infrastructure Plan, must be buried, except for the existing FPL transmission line, prior to the issuance of a Certificate of Occupancy for any vertical construction. (existing)

28. Sidewalks of at least 8 feet in width, including provisions for bicycles, shall be shown on the Off-Site Infrastructure Plan, which shall demonstrate full connectivity to surrounding pedestrian facilities. Any sidewalk damaged during construction shall be repaired or replaced at the expense of the POA and sub-POA (henceforth known as a "Village Association") prior to the issuance of a Certificate of Occupancy for such Parcel. The Off-Site Infrastructure Plan and the individual master site plans shall at a minimum demonstrate safe and adequate pedestrian and bicycle circulation, including handicap accessibility and access to public transit. (existing)

29. Any on-street parking constructed by the Owners shall be depicted on the Off-Site Infrastructure Plan and shall be built at the Owners' expense. On-street parking may be creditable toward required parking for individual Parcels as shown on the Master Parcel Plan, but shall not exclude use by the general public. (existing)

On-Site Infrastructure

30. All utilities internal to the development must be buried, except for the existing FPL transmission lines. Prior to the issuance of a Certificate of Occupancy for a Parcel for any vertical construction, any overhead utilities associated with such Parcel shall be buried. (existing)

31. Typical cross-sections for streets and alleys shall be submitted with each master site plan submittal indicating the proposed right-of-way width, pavement width, utilities, drainage, sidewalk, curb and gutter, on street parking and street lighting. (existing)

32. Parking areas shall be interconnected between adjacent CPUDs and through each CPUD Parcel to the extent feasible. (existing)

33. The Owner shall ensure a continuous pedestrian connection between all Parcels of the PUD, whenever practicable. (existing)

Prior to Issuance of Site Permits

34. Applicant shall provide a digital boundary survey and civil plan prior to the issuance of any site permits. (existing)

35. Final Development plans and/or Construction Drawings and Building Plans shall be submitted, reviewed, and approved by the City prior to the issuance of any Development Permits. (existing)

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

37. Where applicable, the Owner shall provide enclosed dumpster details on submitted civil construction plans prior to final site plan approval acceptable to the City's Public Works Department. (existing)

38. 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 commencement of any development activities. (existing)

Development and Construction

39. All applicable state or federal permits must be obtained before the commencement any development activities. Issuance of this development order/permit/approval by the City of Stuart does not in any way create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City of Stuart for the issuance of this order/permit/approval if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. (existing)

40. At the time of every Major Site Plan Amendment application for the remaining Parcels, the Owners' proposed Master Site Plan shall include, but not be limited to, the following features: proposed residential density or non-residential square footage; uses; lot layout and dimensions; typical cross sections for streets and alleys; building locations; accessory

structures; dumpster locations; parking stall and aisle dimensions; fences, walls and landscaping; site lighting, pedestrian ways; recreational and other amenities, preserve areas; traffic circulation patterns; access for emergency and sanitation vehicles; utility locations; storm water facilities; architectural characteristics, appropriate building mass and scale; building elevations; finished floor elevations; color schemes; and signage. (existing)

41. The property is within the Community Redevelopment Area, and accordingly, prior to the issuance of any construction permits for vertical construction on a Parcel, the Owners of such Parcel shall either: A) contribute an amount equal to or greater than one and one-half percent of the value of vertical construction costs for such Parcel into the public art trust fund; or b) provide work of art on the property, the value of which shall not be less than one percent of the vertical construction costs for such Parcel and shall be submitted and approved by the City's Community Redevelopment Board for conformity with the public art standards as required in Sec. 3.01.08 of the City's Land Development Code. (existing)

42. Final site plan construction drawings for each Parcel as shown on the Master Parcel Plan shall be consistent with the approved master site plan. (existing)

43. The maximum front façade width of any proposed Assisted Living Facility, as defined herein, shall be 200 feet. (existing)

44. To sustain harmony, building or tenant improvement plans for business with outdoor speakers and/or entertainment will include a noise mitigation plan consisting of the location and orientation of speakers to contain sound within the business's area including the use of specific sound barriers and absorbs together with the time of use and volume that will meet or exceed the City's code requirements. (existing)

45. Pursuant to City/County/School Board inter-local agreement and for the purposes of determining the applicability of school impact fees, appropriateness of design, and impacts on school concurrency, the Martin County School Board shall be provided an opportunity to review all proposed residential development at the time of application for master site plan approval. (existing)

46. Construction traffic shall be reasonably controlled. The City may impose access management restrictions if deemed necessary. (existing)

47. Construction activity shall be limited from 7:00 a.m. to 6:00 p.m. Monday – Saturday. (existing)

48. 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. Prior to and during the construction period, the applicant shall provide a schedule for the inspection and maintenance of barricades and erosion controls. (existing)

49. No trailers, pre-fabricated or modular structures shall be permitted except on a temporary basis to assist in development and with rentals and sales of realty within the PUD. Such trailers or structures shall be removed within thirty (30) days of a direction to do so, as issued by the City Development Director. Failure to remove such a trailer or structure accordingly shall be deemed a violation of the City Code. (existing)

50. Owners shall comply with all requirements of the City's Comprehensive Plan and all applicable provisions of the City's Land Development Code not in conflict herewith. (existing)

51. All utility improvements constructed by the Owner within Martin County's right-of-way, shall be constructed in a manner and form acceptable to Martin County's Engineering Department. The Owner shall grant any such utility easements necessary for this site as may be required by Martin County. (existing)

52. Lighting shall comply with Section 6.07.00 of the Land Development Code and reviewed by Police for CEPTED/Crime Prevention recommendations prior to final site plan approval. Lighting shall include shields to direct the light away from residential areas. (existing)

53. The development of Parcels 2 and 12 may occur in up to two phases, or both as one phase. Prior to the issuance of a permit for whichever Parcel(2) constitutes Phase 1, with the

exception of two (2) permits for model units on that Phase, the off-sit improvements as depicted as Phase 1 of the offsite improvement plan will be completed, inclusive of landscaping to be places within the right-of-way(s), stormwater drainage, grading and road base on the parcel(s) shall be in place, and demonstration of connection to City Water and Sewer and power to the parcel shall be completed. Prior to the issuance of the first Certificate of Occupancy within Phase 1, the curbing, first lift of asphalt, and all underground utilities within Phase 1 will be in place. Landscaping within the boundary of the lot being certified shall be completed. And finally, the amenity package and common areas for that phase will be completed. Prior to the issuance of the last five (5) Certificates of Occupancy within Phase 1, site development will be completed inclusive, but not limited to final lift of asphalt, landscaping, street lighting, mail boxes, etc. The timing of construction will apply to Phase 2 in the same manner. (existing)

Future Amendments

54. Any amendments to this agreement shall be governed by the following:

Any amendments to this agreement shall be governed by the following:

The owner of a Parcel, as the Parcels are depicted in Exhibit "D" attached hereto, who seeks to amend this agreement with respect to such Parcel, shall not be required to obtain consent to such amendment from any owner of property, the POA or any home owners association, included in this agreement, provided, however, notice of any hearing before either the City Local Planning Agency, or the City Commission, shall be given to all owners of property subject to this agreement. The determination of whether such amendment is a major or minor amendment, and the hearings required for major or minor amendments, shall be governed by the laws in effect in the City at the time an application to amend this agreement is filed with the City. (Existing)

The Avonlea Property Owners Association Inc. and Developers control the Avonlea Property Owners Association "Association" (Master Association). This association has been established to maintain the common areas and elements of the PUD and provide surety of maintenance to the governing bodies regulating the maintenance of the common areas and is regulated in accordance

with the Covenants and Restrictions and By Laws recorded in OR Book 2893 Page 2898 as may be amended. At such a time that the Developers turn over the Association to the property owners, "Village Associations" are to make up the voting board of the Association. (Existing)

Parcels 2 and 12 are a Village Association within the Association (Master Association). Any future amendments to the Development Conditions of Parcels 2 and 12 shall require the written consent of the Village Association. Until such a time that the Developers have turned over control of the Association to the property owners, written consent of the Association (Master Association) shall be required. (Existing)

Phase II of existing Commercial Development

55. Consistent with Ordinance No. 2307-2015, development approval for the remaining undeveloped portion of the Avonlea Commercial Center, located on the northeast corner of Cardinal Road and Baker Road shall be administratively approved, provided the proposed development adhered to the Pattern Book included by reference herein. (existing)

Development Timetables

56. Timetables for development shall be as follows:

Phase One. Off-Site Infrastructure Plan:

Completion of the Off-Site Infrastructure shall occur in two phases as demonstrated on the Avonlea PUD Off-Site Infrastructure Plan, by HJA Design Studio, dated 12.8.17. The first phase shall be completed prior to the first Certificate of Occupancy for the developments of Avonlea Preserve A and B. The completion of the second phase shall be triggered with an application for a Master Parcel site plan or site plans and shall be completed prior to the first Certificate of Occupancy of the development of said Parcel or Parcels.

Phase Two. Deadlines for master site plan approval for individual Parcels:

Master site plan approval for all Parcels as depicted on the Master Parcel Plan shall be obtained no later than three years of the completion of the water and sewer infrastructure.

PARCEL	DEADLINE FOR MASTER PUD SITE PLAN APPROVAL	TIMELINE FOR DEVELOPMENT
1	Completed	Phase 1 by June 1, 2022 Phase 2 by December 1, 2024
2	Completed	January 31, 2021
3-9	n/a	By administrative approval, no deadline
10	October 1, 2019	TBD at Major Amendment
11	October 1, 2019	TBD at Major Amendment
12	Completed	January 31, 2021
13	October 1, 2019	TBD at Major Amendment
14	October 1, 2019	TBD at Major Amendment
15	October 1, 2019	TBD at Major Amendment
16	October 1, 2019	TBD at Major Amendment

Failure to meet the deadline(s) for master site plan approval identified above for any default under this Ordinance for any particular Parcel(s) shall not constitute a breach on a part of any other Parcel(s) which have met the deadline and have otherwise performed under this Ordinance. (revised)

Allowable Uses

57. The following uses, derived in part from the City's Urban Code, may be permitted individually or in combination in all CPUD parcels, notwithstanding the existing Avonlea

Commercial Plaza (Parcels 3 thru 9) in which allowable uses are set forth in the approved Pattern Book: (existing)

a. Multifamily;
b. Live-Work unit (for the purposes of this Ordinance "Live-work unit" means a single residential unit consisting of a professional or business office component, the area of which does not exceed 50% of the unit's total floor space. A professional or business office located within a Live-Work unit shall be solely owned/operated by the tenant/resident of the unit);
c. Accessory buildings;
d. Greenhouses;
e. Public utility stations;
f. Government buildings;
g. Hotels/motels;
h. Bed and breakfast hotels;
i. Retail sales and services, non-intensive
j. Retail manufacturing and warehouse for service trades;
k. Professional and medical offices;
l. Banks;
m. Theaters;
n. Restaurants;
o. Art Galleries;
p. Dry cleaning, provided all cleaning is conducted off premises;
q. Bakeries
r. Mortuaries without cremation;
s. Day care facilities;
t. Home occupations as defined in Section 2.06.10 of the Stuart Land Development Code
u. Health spas;
v. Personal services;
w. Drugstores and pharmacies;
x. Parking garages;

y. Nursing Homes;
z. Assisted Living Facility (for the purposes of this ordinance, "Assisted Living Facility" means a facility operated for profit, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are unrelated to the owner/administrator.

58. The following uses shall be permitted individually or in combination in all RPUD Parcels: (existing)
    aa. Single Family;
    bb. Townhouse;
    cc. Multi-family;
    dd. Assisted Living Facility (for the purposes of this ordinance, "Assisted Living Facility" means a facility operated for profit, which provides housing, meals, and one or more personal services for a period exceeding 24 hours to one or more adults who are unrelated to the owner/administrator.

Prohibited

59. Billboards are prohibited within the entire PUD. (existing)

60. Banners and any other sign or advertising device not in accordance with the City's Land Development Regulations are prohibited. (existing)

Platting

61. Plat approval per Section 11.01.06.1 of the City's Land Development Code shall occur prior to any future development permit being issued. (existing)

62. The new Avonlea PUD property may be platted and conveyed to separate owners without further amendment to this Ordinance. Prior to application for any development, the applicants shall form a master POA or other similar entity acceptable to the City Attorney, which shall be singularly responsible for the perpetual maintenance of the common infrastructure and common areas. (existing)

63. The Avonlea Preserve A and B (Parcels 2 and 12) shall be re-platted with City Commission approval prior to any development activity is approved on the respective Parcel. Each Parcel is permitted to be individually platted and developed subject to the specific timetable for development herein. (existing)

Densities and Intensities

64. Density transfers shall not apply to this PUD. (existing)

65. The property is designated Neighborhood/Special District, which is a mixed-use category within the City's Comprehensive Plan, and accordingly, shall achieve the vertical or horizontal mix of uses through strict adherence to the minimum and maximum ratios of residential and non-residential uses depicted in the City's Comprehensive Plan. The ratios that must be maintained for the entire PUD are 30% to 90% for residential and 10% to 70% for non-residential. (existing)

66. The following matrix shows maximum densities and intensities for each Parcel as depicted on the Master Parcel Plan. However, it should be noted, due to design constraints such as, lot dimensions, building configurations, parking, landscaping, stormwater, and preserve area

Avonlea PUD Maximum Density (RPUD and CPUD)								
Parcel	Name	PUD Type	Total Acres including preserve areas	Residential/Live work Units		Commercial SF	Residential Units permitted in CPUD	ALF Beds (Total Maximum within PUD)
				Maximum	Approved			
1	Avonlea Crossings A	CPUD	2.07	N/A		20,000 Phase 1 – 4,389 Phase 2 – 4,992	N/A	200
2	Preserve A	RPUD	3.11	44	30	N/A	N/A	
3-9	Avonlea Commerce Phase 2	CPUD	0.79	5	TBD	33,300	N/A	
*	Avonlea Commerce Phase 1	CPUD	2.21	5 (Complete)		23,700 sf (Complete)	N/A	
10	East Village	CPUD	4.07	50	TBD	100,000	80	
11	Preserve D	CPUD	0.90	N/A		15,000	N/A	
12	Preserve B	RPUD	3.07	46	32	N/A	N/A	
13	Preserve C	RPUD	6.35	123	TBD	N/A	N/A	
14	Avonlea Crossings C	CPUD	1.60	N/A		20,000	N/A	
15	Avonlea Crossings D	CPUD	0.90	5	TBD	5,000	0	
16	Avonlea Crossings B	CPUD	4.22	75	TBD	65,000	80	

requirements, etc., this does not guarantee that these maximums will be approved. (revised)