

MARSHA STILLER  
CLERK OF CIRCUIT COURT  
MARTIN CO., FL

RECORDED & VERIFIED  
BY O.C.

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THIS INSTRUMENT  
PREPARED BY/RETURN TO:  
JOEL T. STRAWN, ESQUIRE  
Strawn, Monaghan & Cohen, P. A.  
54 N.E. Fourth Avenue  
Delray Beach, Florida 33483  
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GROWTH MGMT. DEPT

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FIRST SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE PRESERVE AT HAMMOCK CREEK

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**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
THE PRESERVE AT HAMMOCK CREEK**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS (the "Supplemental Declaration"), made and executed this 7<sup>th</sup> day of May 1999, by PALM TREE GOLF CORP., INC., a Florida corporation ("Developer");

**WITNESSETH:**

WHEREAS, the Developer has caused to be recorded in the Public Records of Martin County, Florida, that certain Master Declaration of Covenants and Restrictions for Hammock Creek (the Master Declaration) in Official Records Book 1133, Page 286 of the Public Records of Martin County, Florida; and

WHEREAS, the Developer has caused to be recorded in the Public Records of Martin County, Florida, a Supplemental Declaration of Covenants and Restrictions for The Sanctuary at Hammock Creek (the "First Supplemental Declaration") in Official Records Book 1133, Page 348; and

WHEREAS, the Developer has caused to be recorded in the Public Records of Martin County, Florida, a Second Supplemental Declaration of Covenants and Restrictions for The Sanctuary at Hammock Creek (the "Second Supplemental Declaration") in Official Records Book 1199, Page 169; and

WHEREAS, the Developer is the owner of that certain parcel of real property located in Martin County, Florida, and legally described in attached **Exhibit A** (the "Property" or "this Phase") and wishes to subject the Property to the Master Declarations;

NOW, THEREFORE, the Developer hereby declares that the Property is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, reservations, assessments, charges, liens and other provisions hereinafter set forth.

**1. DEFINITIONS AND EFFECT.**

1.1 Definitions. The following terms shall have the following meanings:

- (a) "Articles of Incorporation" - the Articles of Incorporation of the corporation of the Association, filed with the Department of State, Florida, on 5/7/99, as they may exist from time to time.
- (b) "Assessment" - those charges made from time to time by the Association against a Parcel for the purposes set forth herein. The term "Assessment" shall include general, special and emergency

special and individual Assessments, unless the context requires otherwise.

- (c) "Association" - The Preserve at Hammock Creek Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.
- (d) "Board" or "Board of Directors" - the board of directors of the Association.
- (e) "Bylaws" - the Bylaws of the Association as they may exist from time to time.
- (f) "Common Expenses" - all expenses incurred by the Association in connection with the performance of its obligations, including, without limitation, the maintenance of the Streets in this Phase.
- (g) "Common Property" - all portions of this Phase which are intended for the common use and enjoyment of the Owners, however acquired by the Association, whether by plat dedication, grant of easement, deed or other transfer, both real and personal, including, without limitation, streets, guardhouses and security equipment, entrance features, landscaping, walk-ways and signs.
- (h) "Institutional Mortgagees" - any bank, bank holding company, trust company or subsidiary thereof, savings and loan association, Federal National Mortgage Association, insurance Company, union pension fund, mortgage company approved by the Developer, an agency of the United States Government, or the Developer, which holds a first mortgage of public record on any parcel of land, and the holder of any mortgage of public record given or assumed by the Developer, whether a first mortgage or otherwise, and their successors and assigns.
- (i) "Member" - a member of the Association, as described in paragraph 4.2 hereof.
- (j) "Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Parcel in this Phase.
- (k) "Parcel" - any tract of land located within this Phase which is intended for use as a site for a Dwelling.

1.2 Effect of Definitions. The definition provided in this paragraph 1. shall apply throughout this Supplemental Declaration, all exhibits hereto and all

amendments thereof, as the context may require. Terms not defined herein have the same meanings originally given to them in the Master Declaration.

## 2. PURPOSE

- 2.1 This Supplemental Declaration is provided pursuant to the terms of the Master Declaration. The Developer intends for the Master Declaration to apply to the entire Project and the Master Association to have those obligations expressed in or contemplated by the Master Declaration and for each Sub-Association to have only those obligations as are specifically delegated to and assumed by it pursuant to a supplemental Declaration or any other amendment to the Master Declaration. Accordingly, the purpose of this Supplemental Declaration is to subject this phase to the terms of the Master Declaration and of this Supplemental Declaration and to express the specific obligations which have been assumed by the Association. The Master Association or the Developer may assign, and the Association shall assume, additional obligations as contemplated by the Master Declaration.
- 2.2 By taking title to a Parcel, an Owner acknowledges that his Parcel is encumbered by the Master Declaration and this Supplemental Declaration. Such Owner is a member of the Master Association and this Association. The Master Declaration and this Supplemental Declaration may be amended in accordance with their respective terms.
- 2.3 The covenants and restrictions set forth herein shall be subject and subordinate to the covenants and restrictions set forth in the Master Declaration and in any amendments or supplements thereto. The covenants and restrictions set forth in the Master Declaration and any amendment or supplement thereto shall prevail over and control any covenant or restriction set forth in this Supplemental Declaration and any amendment or supplement hereto. For example, the powers of the Master Association, including those of the A.R.B. (Architectural Review Board), shall control over and supercede any powers of the Association.
- 2.4 The Master Association is joining in this Supplemental Declaration for the limited purpose of assigning, delegating and otherwise transferring to the Association the duties described in paragraph 4. hereof. The Master Association is hereby released from any further obligations with regard to such duties.

3. **PROPERTY SUBJECTED TO SCHEME.** The Property is hereby subjected to the Master Declaration and to this Supplemental Declaration. The Property is a Phase of the Project and is known as "The Preserve at Hammock Creek".

## 4. ASSOCIATION

- 4.1 The Association is charged with the duties and empowered with the rights set forth in this Supplemental Declaration, the Articles of Incorporation and the Bylaws.
- 4.2 The Association shall have two (2) classes of membership: (i) the "Class A Membership", which consists solely of the Developer; and (ii) the "Class B Memberships", which consists of each person or entity who acquires the fee simple record title to any Parcel. The Class B Membership is appurtenant to the ownership of a Parcel. Such membership is not separable from the ownership of a Parcel and is deemed to have been conveyed with a voluntary or involuntary conveyance of the Parcel, whether or not expressly referred to in the instrument affecting such conveyance.
- 4.3 Administration. The affairs of the Association shall be administered by the Board of Directors in accordance with this Supplemental Declaration, the Articles of Incorporation and the Bylaws. The Association may from time to time promulgate such rules and regulations, consistent with this Supplemental Declaration and the Master Declaration, as it may deem to be in the best interests of its Members. A copy of all rules and regulations established by the Association shall be made available to all Members at the office of the Association.
- 4.4 Control. The Developer shall have the right to appoint all members of the Board of Directors and to approve the appointment of all officers of the Association until it owns no Parcels in this Phase and has no right to purchase any of the Additional Property and no Approved Builder owns any Parcels in this Phase. The Developer may relinquish this right in writing earlier at any time, in its sole discretion.
- 4.5 DUTIES. The Association shall:
- (a) Maintain, repair and restore the Streets of this Phase, and pay all property taxes and other assessments thereon,
  - (b) Fix, establish and collect Assessments as provided in paragraph 5 hereof,
  - (c) Perform all obligations assigned to it elsewhere in this Supplemental Declaration,
  - (d) Perform any other act necessary or proper to carry out any of the foregoing obligations.
- 4.6 Additional Duties. The Developer shall have the right, in its sole and

absolute discretion and until it shall have transferred control of the Association as set forth in paragraph 4.4 hereof, and the Master Association shall have the right at any time to assign to the Association additional obligations pertaining to all or portions of the Property by filing of record in the County an amendment to this Supplemental Declaration authorizing the Association to perform such other duties or services, including, but not limited to, those pertaining to utilities, maintenance, insurance, security, litter removal, wood control, dry and liquid fertilizing, shrub and tree care, and such other duties or services as may be incidental to the ownership or use of Parcels and/or Dwellings. The cost of any such additional duties or services shall be assessed against each Owner, as determined by the Association.

## **5. ASSESSMENTS AND FINES**

**5.1 Authority of Association.** The Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. The Parcels and their Owners are subject to levy for Assessments and fines.

### **5.2 General Assessments.**

- (a) The Association shall levy and collect general Assessments for the purpose of paying all costs incurred by the Association in performing its duties. Without limiting the foregoing, general Assessments shall be used for payment of the: operation, maintenance and management of the Association and the Common Property; property taxes and assessments; insurance; legal and accounting fees; security costs; normal repairs and replacements; charges for utilities; expenses and liabilities incurred by the Association in the enforcement of its rights and duties against the Members or others; maintenance of vacant property the creation of reasonable reserves; and all other expenses deemed by the Board of Directors to be necessary and proper for the performance of its management, maintenance, repair, operation and enforcement duties.
- (b) The Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate. The amount of the general Assessment may be adjusted periodically as deemed necessary by the Association. General Assessments shall be payable quarterly, in advance, on the first day of each calendar quarter. General Assessments shall be assessed as follows: Each Parcel shall pay that portion of the entire obligation which is equivalent to a fraction, the numerator of which in one (1) and the

denominator of which is the sum of all Parcels subject to a general Assessment.

- 5.3 **Special Assessments.** The Association may levy and collect a special Assessment for payment of the following: the acquisition of property by the Association; the cost of construction of capital improvements to the Common Property; the cost of construction, reconstruction, unexpected repair or replacement of a capital improvement, including the necessary fixtures and personal property related to the improvements; unbudgeted or unanticipated common expenses; and the expense of indemnification of each director, officer, employee and agent of the Association. Special Assessments shall be assessed against each Parcel subject to the special Assessment and shall be collectible in such manner as the Association shall determine.
- 5.4 **Emergency Special Assessments.** The Association may levy and collect an emergency special Assessment when, in the sole determination of the Board of Directors, there is potential danger of damage to persons or property. Emergency special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs or replacements. Events justifying emergency special Assessments include, but are not limited to, hurricanes, floods, freezes and fires. Emergency special Assessments shall be assessed against each Parcel subject to the special Assessment in a uniform amount and shall be collectible in such manner as the Association shall determine.
- 5.5 **Individual Assessments.** The Association may levy and collect an individual Assessment against a particular Parcel for the cost of maintenance, repairs or replacements within or without the Parcel (including the Common Property) which the owner thereof has failed or refused to perform as required herein or which are necessary by reason of the negligent or willful acts of such Owner, or his lease, invitee, licensee, family or guest. The individual Assessment may include an administrative fee charged by the Association in an amount to be determined by the Board of Directors in its discretion from time to time. Individual Assessments shall be collectible in such manner as the Association shall determine.
- 5.6 **Fines.** The Association may levy and collect reasonable fines for violations of the provisions contained in this Supplemental Declaration, the Articles of Incorporation, the Bylaws and rules and regulations promulgated from time to time. Owners who violate any of the foregoing shall be entitled to notice and a hearing before the Board of Directors prior to the imposition of any fine. Fines are individual Assessments and shall be collectible in such manner as the Association shall determine.
- 5.7 **Non-Payment.** All notices of Assessments or fines from the Association to the Members shall designate when the Assessment or fine is due and



payable. If an assessment or fine is not paid on the date when due, it shall become delinquent and shall bear interest at the maximum rate allowed by Florida laws, from the date when due until paid. An assessment or fine is a personal obligation of the Owner assessed. The Association may also record a claim of lien in the Public Records of the County in such form as it should deem advisable. The Association may bring an action to collect such Assessment or fine, including, without limitation, an action to foreclose the lien against the Parcel assessed in the manner in which mortgages on real property are foreclosed. There shall be added to the amount of the Assessment or fine all the Association's costs of collection, whether or not it brings legal action, including attorneys fees at trial and upon appeal. Any successor in title to a Parcel shall be held to have constructive notice of the records of the Association to determine the existence of any delinquency in the payment of Assessments or fines.

- 5.8 Subordination of Lien to Mortgages. Regardless of the effective date of the lien of any Assessment or fine, such lien shall be superior to all liens, including homestead rights, but shall be subordinate and inferior to the lien of the mortgage of any Institutional Mortgagee. Such subordination shall, however, apply only to Assessments or fines which have become due and payable prior to a final sale or transfer of the mortgaged Parcel pursuant to a decree of foreclosure, or in any other proceeding or conveyance in lieu of foreclosure of the mortgage. The written opinion of the Association that the lien for Assessments or fines is subordinate to a mortgage lien shall be dispositive of any question of subordination. No sale or other transfer shall relieve any Parcel from liability for any Assessment or fine becoming due thereafter, nor from the lien of any such subsequent Assessment or fine; provided, however, that the successor in title shall not be personally liable for such delinquent Assessment or fine, unless such successor assumes such obligation. Any delinquent Assessments or fines which are extinguished pursuant to a sale or transfer in connection with the foreclosure of a mortgage, or any proceeding or deed in lieu of foreclosure, shall be reallocated and assessed to all Members in the same manner or as general Assessments are assessed.
- 5.9 Exemptions. The following shall be permanently exempt from the payment of all Assessments:
- (a) All property dedicated to, or owned by, the Association or the Master Association;
  - (b) Any portion of the Property dedicated to the County; and
  - (c) The Developer and any portion of this Phase owned by the Developer.



5.10 **Capital Contributions.** In addition to all of the foregoing Assessments, each person who acquires a Parcel from the Developer shall pay to the Association upon closing the purchase of his Parcel a sum equal to two (2) months' general Assessments against the Parcel, as an initial contribution to the working capital of the Association. This initial contribution shall not relieve an Owner of the Owner's responsibility to pay all quarterly installments of the general Assessments assessed against the Owner's Parcel, as well as all other Assessments. This contribution shall not be refundable for any reason. The Approved Builder for this Phase is exempt from the obligation to pay this capital contribution.

6. **COMMON PROPERTY.** Title to the Common Property shall remain vested in the Developer until it has relinquished control of the Association as set forth in paragraph 4.4 hereof, at which time it shall convey to the Association all of its right, title and interest in the Common Property. Notwithstanding the foregoing, the Developer may transfer to the Association all or any portion of the Common Property prior to the time it has relinquished control of the Association. No such conveyance shall require the consent or acceptance by the Association.

## 7. EASEMENTS

7.1 **Grants and Reservations.** Subject to the terms of this Supplemental Declaration, a non-exclusive easement is hereby granted in and to the Common Property and the Parcels in favor of the Association to permit them to carry out their duties.

7.2 **Limitations.** The rights and easements created hereby shall be subject to the following:

- (a) The right, which in hereby reserved or granted, of the Developer and the Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.
- (b) The right, which in hereby reserved or granted, of the Developer and the Association to take such steps as are reasonably necessary to protect the Common Property.
- (c) The right, which in hereby granted, of the Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.
- (d) Covenants, restrictions, reservations and other terms and provisions in any plat(s), which have been or may hereafter be recorded by the

Developer in the Public Records of the County, which right the Developer hereby reserves.

- (e) In the event of any emergency originating in, or threatening any Parcel, regardless of whether the Owner is present at the time of such emergency, the right, which is hereby granted, of the Association, any person authorized by the Association or the management entity under a management agreement, to enter such Parcel and the Improvements located thereon for the purpose of remedying, or abating, the cause of such emergency, and such right of entry shall be immediate.

## 8. PROTECTIVE COVENANTS

- 8.1 **Common Property.** No Owner shall have the right to perform any maintenance, repairs or alterations of the Common Property, or the Improvements located thereon, nor shall any Owner have the right to construct any Improvements of any type or nature whatsoever on the Common Property. Each owner shall be responsible for any damage to the Common Property or the Improvements located thereon caused by such Owner, his family, lessees and invitees. The cost of such damage shall be levied against such Owner and his Parcel as an individual Assessment.
- 8.2 **Architectural Review Board.** There are specific requirements for the development of Parcels and the construction of Improvements with which an Owner must comply. These are promulgated and enforced by the Master Association through the A.R.B.

## 9. AMENDMENTS

- 9.1 **Procedure.** This Supplemental Declaration may be amended or terminated upon the recordation of an appropriate instrument in the Public Records of the County, subject, however, to the following provisions:
  - (a) Until it has relinquished control of Association, the Developer specifically reserves the unilateral, absolute and unconditional right to amend or terminate this Supplemental Declaration. The owners, Association, Members, Institutional Mortgagees and all other individuals or entities hereby waive any rights to consent to such changes.
  - (b) Once the Developer has conveyed all of the Common Property to the Associations and relinquished control of the Master Association, as described in the Master Declaration, this Supplemental Declaration may be modified or terminated by an amendment duly adopted by the

affirmative vote of a majority of the voting interests of the Members. Until such time, the Association may not affect any amendment or termination of this Supplemental Declaration without the consent of the Developer, which it may give or withhold in its sole and absolute discretion.

- 9.2 Institutional Mortgagees. No amendment or termination of this Supplemental Declaration may impair the validity or priority of a first mortgage hold by an Institutional Mortgagee encumbering a Parcel or the rights granted herein to Institutional Mortgagees without the written consent of such Institutional Mortgage, which consent shall be executed with the formalities required for deeds and recorded with the amendment or termination. No other amendment shall require the consent of any mortgages or lien holder.
- 9.3 Surface Water Management System. No amendment or termination of this Supplemental Declaration which would affect in any material respect the surface water management system or any of the Conservation Areas shall be effective unless the South Florida Water Management District shall have provided its consent thereto, an evidenced by its limited joinder therein.

## 10. GENERAL PROVISIONS

- 10.1 Assignment. All or any of the rights, powers, obligations, easements and estates reserved by, or granted to, the Developer may be assigned by the Developer. Upon any such assignment, the Developer shall be relieved and released of any such rights, powers, obligations, easements or estates.
- 10.2 Duration. All of the covenants, restrictions and other provisions of this Supplemental Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Supplemental Declaration, after which time they shall be automatically extended for successive periods of ten (10) years each, unless an instrument executed by at least seventy-five (75%) percent of the votes of the Members then existing and by all Institutional Mortgagees has been recorded in the Public Records of the County.
- 10.3 Covenants Running with the Land. The agreements, covenants, conditions, restrictions, Assessments, liens and other provisions contained herein shall constitute servitudes upon the designated lands, shall run with the land, shall be binding upon the owners thereof and shall accrue to the benefit of the designated beneficiaries.
- 10.4 Construction. This Supplemental Declaration, the Articles of Incorporation and the Bylaws shall be read and interpreted consistently. However, in the

event of any conflict in the terms thereof, the terms of this Supplemental Declaration shall prevail over the terms of the Articles of Incorporation and the Bylaws, and the terms of the Articles of Incorporation shall prevail over the terms of the Bylaws. The terms of the Articles of Incorporation and the Bylaws are incorporated herein by this reference.

- 10.5 Notice. Any notice required or permitted to be given by this Supplemental Declaration shall be in writing and delivered by personal delivery or by certified mail, return receipt requested, postage prepaid and addressed to the last known address of the addresses. Any notice given in accordance with the provisions of this subparagraph shall be deemed to be effective, if personally delivered, on the date of such delivery, or if mailed by certified mail, 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 deliverable, as the case may be.
- 10.6 Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders
- 10.7 Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

[SIGNATURE PAGES FOLLOW]

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## JOINDER OF ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, THE SANCTUARY AT HAMMOCK CREEK HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, hereby accepts all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Supplemental Declaration.

[SIGNATURE PAGE FOLLOWS]

Unofficial Copy





CONSENT OF MORTGAGEE

WHEREAS, EDITH A. BERLIN FAMILY LIMITED PARTNERSHIP #1, A Florida Limited Partnership, as to its undivided one-half interest, and RASKIN FAMILY LIMITED PARTNERSHIP, A Florida Limited Partnership, as to its undivided one-half interest, (collectively, "Mortgagee") is the holder of that certain Mortgage ("Mortgage") dated November 24, 1998, and recorded in Official Record Book 1353, commencing at page 0788, of the Public Records of Martin County, Florida, which Mortgage encumbers that certain parcel of land described in Exhibit A thereto ("Property"); and

WHEREAS, Palm Tree Golf Corp., Inc. ("Developer"), intends to subject the Property to the terms and provisions of the Supplemental Declaration of Covenants and Restrictions ("Supplemental Declaration") by recording same in the Public Records of Martin County, Florida.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, and intending to be legally bound hereby, the Mortgagee agrees and declares as follows:

1. The Mortgagee hereby consents to the subjection of the Property to all of the provisions, terms and conditions contained in the Supplemental Declaration.
2. The Mortgagee hereby subordinates the lien and operation of the Mortgage to the Supplemental Declaration. The Mortgagee agrees that in the event of default under the Mortgage and a foreclosure sale of all or any portion of the Property, the purchaser at any such foreclosure sale shall purchase and receive title to such land subject to all the provisions, terms and conditions of the Supplemental Declaration.
3. All the terms and conditions of the Mortgage not expressly amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned executed this document on the date(s) indicated below.

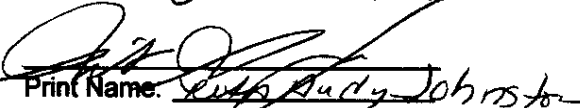
Signed, sealed and delivered in the presence of:

THE EDITH A. BERLIN FAMILY LIMITED PARTNERSHIP #1, a Florida Limited Partnership

  
Print Name: Susan J. Manns

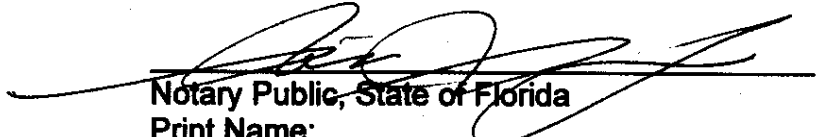
By:   
Edith A. Berlin, General Partner

Date: 5/7/99

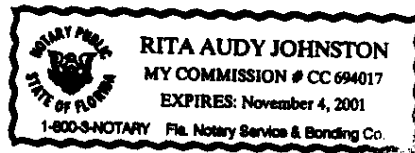
  
Print Name: Ruth Judy Johnston



WITNESS my hand and official seal in the County and State identified above this  
7th day of May, 1999.

  
Notary Public, State of Florida  
Print Name: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

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**LEGAL DESCRIPTION OF HAMMOCK CREEK PLAT NO. 4 A P.U.D.**

A PARCEL OF LAND BEING A REPLAT OF A PORTION OF LOT 10 OF THE PLAT OF MILES OR HANSON GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 11, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, AND BEING A REPLAT OF A PORTION OF BLOCK 24, PLAT OF PALM CITY FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS, PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, LYING IN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 40 EAST, MARTIN COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTERLINE INTERSECTION OF S.W. GOLDEN BEAR WAY WITH THE CENTERLINE OF S.W. HAMMOCK CREEK DRIVE AS SHOWN ON THE PLAT OF HAMMOCK CREEK PLAT NO. 2, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 86, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA; THENCE NORTH  $26^{\circ}41'12''$  WEST, ALONG THE NORTHERLY PROLONGATION OF THE CENTERLINE OF SAID S.W. HAMMOCK CREEK DRIVE, A DISTANCE OF 37.44 FEET TO THE INTERSECTION THEREOF WITH THE NORTHERLY RIGHT-OF-WAY LINE OF SAID S.W. GOLDEN BEAR WAY, AS SHOWN ON SAID PLAT OF HAMMOCK CREEK PLAT NO. 2; SAID POINT BEING A POINT ON THE BOUNDARY OF HAMMOCK CREEK PLAT NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 13, PAGE 75, PUBLIC RECORDS, MARTIN COUNTY, FLORIDA, AND BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND:

THENCE, SOUTH  $67^{\circ}15'27''$  WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE AND ALONG THE BOUNDARY OF SAID PLAT OF HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 66.49 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH  $23^{\circ}38'17''$  EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG SAID RIGHT OF WAY AND SAID PLAT BOUNDARY LINE, THROUGH A CENTRAL ANGLE OF  $24^{\circ}57'57''$ , A DISTANCE OF 126.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH  $26^{\circ}41'12''$  WEST, DEPARTING SAID RIGHT OF WAY LINE AND CONTINUING ALONG SAID PLAT BOUNDARY LINE, A DISTANCE OF 145.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 650.0 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF  $06^{\circ}01'13''$ , A DISTANCE OF 68.30 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF  $29^{\circ}22'13''$ , A DISTANCE OF 179.41 FEET TO THE POINT OF TANGENCY; THENCE, NORTH  $50^{\circ}02'12''$  WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 329.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 575.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF  $33^{\circ}31'56''$ , A DISTANCE OF 336.52 FEET TO THE END OF SAID

CURVE; THENCE, NORTH 73°29'44" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 425.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 73°29'44" EAST; THENCE, NORTHERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 27°54'59", A DISTANCE OF 207.07 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 11°24'43" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 184.03 FEET; THENCE, NORTH 78°35'17" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 150.00 FEET; THENCE, NORTH 11°24'43" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 220.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1075.0 FEET; THENCE, NORTHERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 31°07'02", A DISTANCE OF 583.83 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 19°42'19" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 170.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 43°18'21", A DISTANCE OF 415.71 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 23°36'02" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 28.73 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.0 FEET; THENCE, NORTHERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 20°21'51", A DISTANCE OF 71.08 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 200.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 172°25'11", A DISTANCE OF 601.86 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 58°42'05" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 219.86 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 16°13'38" WEST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 83°39'29", A DISTANCE OF 292.02 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 200.0 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 21°25'04", A DISTANCE OF 74.76 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 285.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 82°02'12", A DISTANCE OF 408.07 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 70°30'16" WEST, A DISTANCE OF 144.77 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1425.0 FEET AND WHOSE RADIUS POINT BEARS SOUTH 80°21'29" WEST; THENCE, SOUTHERLY



ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 27°06'16", A DISTANCE OF 674.11 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 61°17'27" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 72.15 FEET; THENCE, SOUTH 14°59'07" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 23.30 FEET; THENCE, SOUTH 08°45'26" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 96.39 FEET; THENCE, SOUTH 14°19'36" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 49.77 FEET; THENCE, SOUTH 77°28'02" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 33.21 FEET; THENCE, SOUTH 02°18'12" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 78.32 FEET; THENCE, SOUTH 09°08'26" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 174.90 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 375.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 64°12'03" EAST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 22°33'42", A DISTANCE OF 147.67 FEET TO THE END OF SAID CURVE; THENCE, NORTH 41°38'21" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 149.90 FEET; THENCE, SOUTH 50°02'12" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 120.00 FEET; THENCE, CONTINUE SOUTH 50°02'12" EAST, DEPARTING SAID PLAT BOUNDARY, A DISTANCE OF 200.00 FEET TO A POINT ON THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO.1; THENCE CONTINUE SOUTH 50°02'12" EAST, ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 37.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 900.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 23°21'00", A DISTANCE OF 366.78 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 26°41'12" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 7.42 FEET; THENCE, SOUTH 63°18'48" WEST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 150.00 FEET; THENCE, SOUTH 26°41'12" EAST, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, A DISTANCE OF 108.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, AND CONTINUING ALONG THE BOUNDARY OF SAID HAMMOCK CREEK PLAT NO. 1, THROUGH A CENTRAL ANGLE OF 88°12'53", A DISTANCE OF 38.49 FEET TO THE END OF SAID CURVE; SAID POINT BEING A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF SAID GOLDEN BEAR WAY; THENCE, SOUTH 67°15'27" WEST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 64.37 FEET TO THE POINT OF BEGINNING.

**CONTAINING: 27.68 ACRES, MORE OR LESS.**

Parcel Control No.: 24-38-40-000-028-0000.0-70000