

MARSHA STALLER
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Prepared By/Return To:
John White II, Esquire
Nason, Gildan, Yeager, Gerson
& White, P.A.
1645 Palm Beach Lakes Boulevard
Suite 1200
West Palm Beach, Florida 33401

MASTER DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
HAMMOCK CREEK

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MASTER DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

HAMMOCK CREEK

THIS MASTER DECLARATION OF COVENANTS AND RESTRICTIONS, made and executed this 26 day of APRIL, 1995, by PALM TREE GOLF CORP., INC., a Florida corporation ("Developer");

W I T N E S S E T H:

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;

WHEREAS, the Developer desires to establish a general scheme for development of the Property; and

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the community and the maintenance and/or administration of the "Common Property" (as hereinafter defined);

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.

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

"Additional Property" - the property described in paragraph 2b. hereof.

"Approved Builder" - a party with whom the Developer contracts for the development of a portion of the Project or the construction of Dwellings on at least five (5) Parcels in the Project.

"Architectural Review Board" or "A.R.B." - the permanent committee of the Master Association created for the purpose of establishing and enforcing criteria for the construction, maintenance, repair and replacement of Improvements on the Property.

"Articles of Incorporation" - the Articles of Incorporation of the Master Association, filed with the Department of State, Florida, on May 18, 1994, as they may exist from time to time.

"Assessment" - those charges made from time to time by the Master 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.

"Board" or "Board of Directors" - the board of directors of the Master Association.

"Bylaws" - the Bylaws of the Master Association as they may exist from time to time.

"Common Expenses" - all expenses incurred by the Master Association in connection with its obligations set forth herein, including, without limitation, the ownership and maintenance of the Common Property.

"Common Property" - all portions of the Property which are intended for the common use and enjoyment of the Owners, however acquired by the Master Association, whether by plat-dedication, grant of easement, deed or other transfer, both real and personal, including, without limitation, the Conservation Areas, all Streets, surface water management tracts located on the Property, guardhouses and security equipment, parklands, entrance features, landscaping, walkways and signs.

"Conservation Areas" - portions of the Project dedicated by plat or other recorded instrument for upland or wetland preserve purposes.

"County" - Martin County, Florida.

"Developer" - Palm Tree Golf Corp., Inc., a Florida corporation, and its successors or designated assign.

"Dwelling" - a residence constructed, or to be constructed, on a Parcel, and appurtenances thereto.

"Golf Club Facilities" - the eighteen (18) hole golf course and all structures, additions and improvements used or useful with regard to the golf course, including, without limitation, a clubhouse, maintenance buildings and cart paths, situate or to be constructed on the Golf Club Parcel.

"Golf Club Parcel" - the real property legally described on attached Exhibit B, and any other property

subsequently acquired by the Golf Club Owner for the purpose of improving same with Golf Club Facilities.

"Golf Club Owner" - Golden Bear International, Inc., a Florida corporation, its successors or designated assign.

"Improvements" - all structures, additions and improvements of any kind, including, without limitation, a Dwelling, building, fence, wall, sign, paving, grading, parking and building addition, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, or landscape device or object, swimming pool, tennis courts, well, sign or rock garden.

"Institutional Mortgagee" - 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.

"Master Association" - Hammock Creek Master Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and assigns.

"Master Declaration" - this instrument, and all exhibits hereto, as the same may be amended from time to time.

"Master Site Plan" - the development scheme for the Project approved by the County attached hereto as Exhibit C, as the same may be amended from time to time.

"Member" - a member of the Master Association, as described in paragraph 3b. hereof.

"Owner" - the record owner, whether one or more persons or entities, of the fee simple title to any Parcel.

"Parcel" - any tract of land located within the Property which is intended for use as a site for a Dwelling.

"Phase" - the portion of the Project described in paragraph 2c. hereof.

"Project" - the residential development located on the Property.

"Property" - the real property legally described in attached Exhibit A, and any other property subsequently subjected to this Master Declaration pursuant to the provisions hereof.

"Street" - any street, highway or other thoroughfare which is constructed at any time within the Project (whether designated as a street, avenue, boulevard, drive, place, court, road, terrace, way, circle, lane, walk or other similar designation) including any curbs, gutters or sidewalks within the right-of-way therefor.

"Sub-Association" - the homeowners' association for a Phase described in paragraph 2c. hereof.

"Supplemental Declaration" - the instrument described in paragraph 2b. hereof.

"Traffic Regulations" - the speed limits and other regulations which may be promulgated from time to time by the Master Association for use of the Streets.

b. **Effect of Definitions.** The definitions provided in this paragraph 1. shall apply throughout this Master Declaration, all exhibits hereto and all amendments thereof, as the context may require.

2. **Property Subject to this Master Declaration; Development Scheme.**

a. **Property.** The Property and the Golf Club Parcel are hereby subjected to this Master Declaration.

b. **Additional Property.** The Developer may, at any time and from time to time, subject additional property (the "Additional Property") to this Master Declaration by recording in the Public Records of the County an amendment to this Master Declaration (a "Supplemental Declaration") describing such Additional Property, even though by such action the Developer would increase the intensity of use of the Common Property. The Additional Property may include, but shall not be limited to, portions of the land described in attached Exhibit D. Such amendments may be made by the Developer in its sole and absolute discretion and without the joinder or consent of the Master Association, other Owners or mortgagees of any portion of the Project, or any other person or entity. Nothing contained herein shall obligate the Developer to subject Additional Property to this Master Declaration. Additional Property shall not be subject to this Master Declaration unless and until a Supplemental Declaration shall have been recorded in the Public Records of the County.

c. Development Scheme.

(1) The Developer intends to develop the Project in multi-parcel sections or phases ("Phase(s)"). Each Phase will have its own property owners' association (a "Sub-Association"). Each Sub-Association will be created by the time the Supplemental Declaration is recorded in the Public Records of the County creating such Phase. Each Supplemental Declaration may contain additional covenants and restrictions relative to such Phase which are not inconsistent with the terms of this Master Declaration. The Developer may assign, license or otherwise transfer to an Approved Builder any of its rights hereunder, including, without limitation, the right to transact any business necessary to consummate sales of property in the Project.

(2) The Master Site Plan reflects the Developer's current intentions for the Project. The Developer hereby notifies all persons and entities that it reserves the right to make from time to time such revisions to the Master Site Plan as it should deem appropriate in its sole and absolute discretion. The Developer does not intend by this Master Declaration or otherwise to restrict in any way its right to seek revisions to the Master Site Plan. Further, the Developer has the sole and absolute discretion to determine Common Property design, construction procedures, materials and amenities, such as paving surfaces, landscaping and lighting.

3. Master Association.

a. Formation. The Master Association is a Florida not-for-profit corporation charged with the duties and empowered with the rights set forth in this Master Declaration, the Articles of Incorporation and the Bylaws.

b. Membership. The Master Association shall have three (3) classes of membership: (i) the "Class A Membership", which consists solely of the Developer; (ii) the "Class B Membership", which consists of each person or entity who acquires the fee simple record title to any Parcel; and (iii) the "Class C Membership", which consists solely of the Golf Club Owner. The Class A Membership shall continue until such time as the Developer no longer has the right to control the affairs of the Master Association, as set forth in paragraph 3d. hereof. The Class B Membership is appurtenant to the ownership of a Parcel; it is not separable from the ownership of a Parcel and is deemed to have been transferred to such transferee with a voluntary or involuntary conveyance of the Parcel, whether or not expressly referred to in the instrument effecting the conveyance. The Class C Membership is appurtenant to the ownership of the Golf Course Parcel; it is not separable from the ownership of the Golf Course Parcel and is deemed to have been transferred to such transferee with a voluntary

or involuntary conveyance of the Golf Course Parcel, whether or not expressly referred to in the instrument effecting such conveyance.

c. Administration. The affairs of the Master Association shall be administered by the Board of Directors in accordance with this Master Declaration, the Articles of Incorporation and the Bylaws.

d. 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 Master Association until the Developer owns no Parcels and has no right to purchase any of the Additional Property and no Approved Builder owns any Parcels. The Developer may relinquish this right in writing earlier at any time in its sole discretion.

4. Common Property.

a. Title. Title to the Common Property shall remain vested in the Developer until it has relinquished control of the Master Association, as set forth in paragraph 3d. hereof, at which time it shall convey to the Master Association and the Sub-Association(s) all of its right, title and interest in the Common Property. Notwithstanding the foregoing, the Developer may transfer to such Associations all or any portion of the Common Property prior to the time it has relinquished control of the Master Association. No such conveyance shall require the consent of or acceptance by the Associations.

b. Maintenance and Operations.

(1) The Master Association shall be responsible for the maintenance, repair, operation, management and restoration of the Common Property, and for the payment of all property taxes and other assessments thereon.

(2) The Master Association shall regulate the use of the Common Property by Members and Owners and may from time to time promulgate such rules and regulations consistent with this 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 Master Association shall be made available to all Members at the office of the Master Association.

(3) The Master Association shall have the power to promulgate and post Traffic Regulations. The Master Association shall also have the power to establish enforcement mechanisms for violation of the Traffic Regulations, including, without limitation, the assessment of fines which shall be collected pursuant to paragraph 6 of this Master Declaration, the removal of vehicles from the Property, and the suspension of an Owner's rights and easements of enjoyment provided herein.

(4) The Developer shall have the right, in its sole and absolute discretion and until it shall have transferred control of the Master Association as set forth in paragraph 3d. hereof, to assign to the Master Association additional duties pertaining to all or portions of the Property by filing of record in the County an amendment to this Master Declaration authorizing the Master Association to perform such other duties or services, including, but not limited to, those pertaining to utilities, maintenance, insurance, security, litter removal, weed 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 Parcel Owner as determined by the Master Association.

(5) The Developer or any of its affiliates may be the management agent for the Master Association or any Sub-Association with such power and authority as may be delegated to it by such Association. No such management agreement shall be held invalid solely for the reason that at the time of entering into such management agreement, the employees, officers or agents of the Developer or its affiliate(s) are also officers, directors and/or employees of such Master Association.

(6) The expense of any maintenance, repair or restoration of any portion of the Common Property necessitated by the negligent or willful acts of an Owner, or his lessees, invitees, licensees, family or guests, shall be borne solely by such Owner, and his Parcel shall be subject to an individual Assessment for such expense.

c. Conservation Areas and Surface Water Management Tracts. The Common Property includes Conservation Areas and parcels for surface water management, such as lakes and drainage easements. The Master Association shall be responsible for monitoring and maintaining, repairing and restoring all Common Property, including the Conservation Areas as outlined in the Preserve Area Management Plan with Martin County. There are preservation requirements with regard to the Conservation Areas adjacent to residential lots.

d. Sub-Associations. Notwithstanding the foregoing, a Sub-Association shall assume all or any of the rights and obligations of the Master Association with regard to the Common Property in the Phase for which it was formed, and the Master Association shall thereby be released from any obligation with regard to such rights and duties, if and when the Master Association should determine to transfer same. This will be provided in an amendment to this Master Declaration, which may be the Supplemental Declaration subjecting such Phase to the terms of this Master Declaration. For example, a Sub-Association may assume the responsibility of maintaining the Streets within its Phase.

However, the Master Association shall remain responsible for the Conservation Areas. Each Sub-Association is to make adequate plans to be prepared for such responsibilities, including, without limitation, budgeting for reserves for replacement as well as for periodic maintenance.

5. Easements.

a. Grants and Reservations. Subject to the terms of this Master Declaration, the following easements are hereby granted or reserved as the case may be, in, over, under and upon the Property:

(1) A non-exclusive easement is hereby granted in and to the Common Property and the Parcels in favor of the Master Association and Sub-Associations and their employees and agents to permit them to carry out their duties, including, without limitation, easements of access over the Parcels to permit the Master Association to monitor, maintain, repair and restore the Conservation Areas.

(2) A non-exclusive easement is hereby granted for pedestrian and vehicular traffic upon all Streets in favor of the Owners, their families, guests, lessees and invitees; and a non-exclusive easement of enjoyment is hereby granted in and to the Common Property in favor of the Owners, their families, guests, lessees and invitees; and these easements shall be appurtenant to, and shall pass with, the title to each Parcel.

(3) A non-exclusive easement is hereby granted upon all Streets in favor of each Institutional Mortgagee for the purpose of access to the Parcel subject to its mortgage.

(4) A non-exclusive easement is hereby reserved over, under and upon the Common Property (including, the Streets) by the Developer and the Approved Builders and their agents, employees, licensees and invitees, for all purposes.

(5) The exclusive right is hereby reserved by the Developer with regard to Common Property owned by it, and with the conveyance by the Developer to the Master Association of any such Common Property such right shall be deemed to have been transferred to the Master Association, to grant non-exclusive easements over, under and upon the Common Property for the provision of utility services to the Property, including, without limitation, potable water, sanitary sewer, power, telephone, cable television and cable radio. However, the establishment of any specific easement as aforesaid shall be in the sole and absolute discretion of the Developer until it has transferred its control of the Master Association as set forth in paragraph 3d. hereof.

(6) A non-exclusive easement is hereby granted over and upon the Property (including the Streets) in favor of the Golf Club Owner and its officers, agents, members and invitees to permit the doing of every act which is usual, common, necessary and incident to the ownership, maintenance, repair, restoration, use and enjoyment of the Golf Club Facilities. These acts shall include, but not be limited to, the recovery of golf balls from Parcels, the flight of golf balls over and upon the Parcels, the creation of the usual and common noises associated with playing the game of golf, the creation of the usual and common noises associated with maintaining the Golf Club Facilities, the driving of machinery and equipment used in connection with maintaining the Golf Club Facilities over and upon the Streets, the Common Property and the Golf Club Facilities and ingress and egress over, across and through the Streets to and from the Golf Club Facilities. Such noise may occur on or off the Golf Club Facilities, throughout the day from early morning until late evening.

(7) A non-exclusive easement is hereby granted over, under and upon the Common Property within areas designated therefor in favor of the Golf Club Owner for the placement, use and maintenance of pipes, wires, conduits and other facilities for the transmission of potable water, storm water, drainage, irrigation, sewer, electricity, gas, telephone, cable television signals and other similar "utilities".

(8) A non-exclusive easement is hereby reserved over, under and upon the Golf Club Parcel by the Developer and the Approved Builders for access to and/or the development of the Property; provided, however, such use shall not adversely affect the Golf Club Owner's ability to own, operate and/or maintain the Golf Club Facilities; and provided, further, the person who exercises such right shall indemnify and hold the Golf Club Owner harmless from and against any damage caused to the Golf Club Facilities and any other losses directly arising in connection with such use.

b. Conservation Areas. The Conservation Areas are hereby dedicated as Common Property. They shall be the perpetual responsibility of the Master Association and may in no way be altered from their natural state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs or other vegetation - with the exception of exotic/nuisance vegetation removal; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

c. Additional Easements. The Developer and the Master Association shall also have the right to grant such additional easements or to relocate existing easements throughout the Property

as the Developer or the Master Association may deem necessary or desirable for the proper operation and maintenance of the Property, or any portion thereof; provided, such additional easements or relocation of existing easements may not prevent or unreasonably interfere with the Owners' use or enjoyment of the Property or directly and adversely affect the Golf Club Parcel; and provided, further, no such additional easements or relocation of existing easements may be made without the consent of the Developer, which consent may be withheld at the discretion of the Developer, until the Developer shall have transferred control of the Master Association pursuant to paragraph 3d. hereof.

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

(1) The right, which is hereby reserved or granted, of the Developer and the Master Association to borrow money for the purpose of improving the Common Property and, in connection therewith, to mortgage the Common Property.

(2) The right, which is hereby reserved or granted, of the Developer and the Master Association to take such steps as are reasonably necessary to protect the Common Property.

(3) The right, which is hereby reserved or granted, of the Master Association to suspend the enjoyment rights and easements of any Owner for any period during which an Assessment remains unpaid by that Owner.

(4) The right, which is hereby reserved or granted, of the Developer and the Master Association to dedicate or transfer all, or any part, of the Common Property to any governmental or quasi-governmental agency, authority, utility, water management or water control district.

(5) 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.

(6) All of the provisions of this Master Declaration, the Articles of Incorporation and Bylaws, and all exhibits thereto, and all rules and regulations adopted by the Master Association and Traffic Regulations, as same may be amended from time to time.

(7) 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 Master Association, any person authorized by the Master 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) The right, which is hereby reserved, of the Developer to develop the Property and sell Parcels. As a material condition for ownership of a Parcel, each Owner, by accepting a deed to a Parcel from the Developer or an Approved Builder, releases the Developer and such Approved Builder from any claim for interference with the quiet enjoyment of his Parcel or the Common Property due to the development of the Property, whether or not the construction operations are performed on the Common Property or the Parcels.

(9) For so long as the Developer owns any Parcels or has the right to purchase any of the Additional Property or an Approved Builder owns any Parcels, the Developer's right, which is hereby reserved, to transact any business necessary to consummate sales of property throughout the Project, including, but not limited to, the right to maintain office(s) on the Property in location(s) to be selected by the Developer; to construct and maintain structures or appurtenances which are necessary or desirable for the development and sale of property throughout the Project, such as sales models and parking lots; to post and display a sign or signs on any Parcels owned by the Developer or on the Common Property; and to use the Common Property to help effect such sales. Sales office signs and all other structures and appurtenances pertaining to the sale or development of property within the Project shall not be considered Common Property, shall remain the property of the Developer until transferred to the Master Association or a Sub-Association when the Developer determines it has no further use for same. An Approved Builder shall have the same or similar rights as those possessed by the Developer and expressed in this subparagraph (9) to the extent assigned to such Approved Builder and expressed in a Supplemental Declaration or contract or license agreement between the Developer and such Approved Builder.

(10) Neither the Master Association, Developer nor any Approved Builder shall have any responsibility or liability to any Owner because of any matter which may arise through the use of the Golf Club Facilities, including any claim or objection to or by reason of noise, negligence of any party using the Golf Club Facilities or any part of the Common Property or because of any damage caused to an Owner, his family, guests, licensees, invitees, employees, agents or the Owner's Parcel or Dwelling from the flight of errant golf balls or from any persons recovering golf balls from Parcels. By acceptance of a deed to a Parcel from the Developer or an Approved Builder, an Owner (i) waives any claims or causes of action which he, his family, guests, licensees, invitees, employees or agents may have against the Master Association, Developer and such Approved Builder arising out of such personal injury or property damage and (ii) acknowledges that he knows and appreciates

the nature of all risks, both apparent and latent, associated with living in a golf course community and expressly assumes the risk of personal injury or property damage that may occur in connection with such risks.

6. Assessments and Fines.

a. Authority of Master Association. The Master Association, through its Board of Directors, shall have the power and authority to make and collect Assessments as hereinafter set forth. The Parcels and the Golf Club Parcel and their owners will be subject to levy for Assessments and fines.

b. General Assessments.

(1) The Master Association shall levy and collect general Assessments for the purpose of paying all costs incurred by the Master Association in performing its duties. Without limiting the foregoing, general Assessments shall be used for payment of: operation, maintenance and management of the Master Association and the Common Property; property taxes and assessments; insurance; legal and accounting fees; maintenance of the Streets; management fees; security costs; normal repairs and replacements; charges for utilities; expenses and liabilities incurred by the Master 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.

(2) The Master 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 Master 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 is one (1) and the denominator of which is the sum of all Parcels subject to a general Assessment plus twenty-five (25). The Golf Club Parcel shall be assessed that portion of the entire obligation which is a fraction, the numerator of which is twenty-five (25) and the denominator of which is the sum of all Parcels subject to the general Assessment plus twenty-five (25).

c. Special Assessments. The Master Association may levy and collect a special Assessment for payment of the following: the acquisition of property by the Master 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 Master Association. Special Assessments shall be assessed against the Parcels and the Golf Club Parcel in the same manner as general Assessments and shall be collectible in such manner as the Master Association shall determine.

d. Emergency Special Assessments. The Master 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, freeze and fires. Emergency special Assessments shall be assessed against the Parcels and the Golf Club Parcel in the same manner as general Assessments and shall be collectible in such manner as the Master Association shall determine.

e. Individual Assessments. The Master Association may levy and collect an individual Assessment against a particular Parcel or the Golf Club Parcel for the cost of maintenance, repairs or replacements within or without such 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 lessee, invitee, licensee, family or guest. The individual Assessment may include an administrative fee charged by the Master Association in an amount to be determined by the Board of Directors in its discretion. Individual Assessments shall be collectible in such manner as the Master Association shall determine.

f. Fines. The Master Association may levy and collect reasonable fines for violations of the provisions contained in this Master Declaration, the Articles of Incorporation, the Bylaws, the Traffic Regulations 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 as such.

g. Non-Payment. All notices of Assessments or fines from the Master 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 of the Parcel or Golf Club Parcel assessed. The Master Association may also record a claim of lien in the

Public Records of the County in such form as it should deem advisable. The Master Association may bring an action to collect such Assessment or fine, including, without limitation, an action to foreclose the lien 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 Master 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 or the Golf Club Parcel shall be held to have constructive notice of the records of the Master Association to determine the existence of any delinquency in the payment of Assessments or fines.

h. 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 property 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 Master 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 property 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 as general Assessments are assessed.

i. Exemptions. The following shall be permanently exempt from the payment of all Assessments:

- (i) All property dedicated to, or owned by, the Master Association;
- (ii) Any portion of the Property dedicated to the County; and
- (iii) The Developer and any portion of the Property owned by the Developer (unless specified by the Developer in writing with the Master Association).

j. Capital Contribution. In addition to all of the foregoing Assessments, each person who acquires a Parcel from the Developer shall pay to the Master 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 Master 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. An Approved Builder may be exempt from the obligation to pay this capital contribution if the Developer should determine to do so in its sole and absolute discretion. The Golf Club Owner is not obligated to pay this initial capital contribution.

7. Protective Covenants.

a. Residential Use. Each Parcel shall be occupied and used only as a single family residence, except that the Developer and any builder authorized by the Developer in its sole and absolute discretion shall have the right to construct and to use and occupy any Improvement on a Parcel for offices, sales offices, model units and samples.

b. Pets. Owners may keep as pets tropical fish and no more than two (2) dogs weighing collectively no more than one hundred ten (110) pounds, two (2) cats and four (4) tropical birds, all other pets being strictly prohibited; provided that no such pets are kept, bred or maintained for any commercial purpose. All pets shall be restrained and/or kept on a leash under the control of a responsible person at all times when the pet is outside of a Dwelling. At no time shall a pet be allowed to enter upon the Golf Club Facilities or any Parcel other than the Parcel on which the pet is kept. The pet owner shall be responsible at all times for cleaning up and removing all excrement after a pet relieves itself while on the Property and for appropriately disposing of said excrement using the sanitary containers on said Owner's Parcel. The Master Association shall have the right to order the removal of any pet which is considered a nuisance, in the Master Association's sole discretion. In such event, the Master Association shall give written notice thereof to the pet owner, and the pet shall immediately thereafter be permanently removed from the Property.

c. Boats. Except as needed for authorized maintenance and control of the lakes and waterways by the Developer or the Master Association and for the retrieval of golf balls, no boat or water craft of any kind shall be kept or used upon any lake or waterway within the Property.

d. Recreational and Commercial Vehicles. No boats, trailers, habitable motor vehicles of any kind, motor homes, golf carts, motorcycles, pick up trucks or recreational or commercial vehicles of any type shall be kept, placed, parked or stored upon any Parcel for any reason (unless within an Improvement which totally removes it from the public view). Notwithstanding the foregoing, service and delivery vehicles may park on a Parcel

during regular business hours, as needed for providing services or deliveries to the Parcel. No vehicle of any kind shall be parked overnight on any Street. In the event of a dispute concerning the type of vehicle, the manufacturer's classification of the vehicle shall control. The Master Association shall have the right to authorize the towing of any vehicle in violation of this provision, and to collect the costs thereof from the Owner who caused or permitted such violation on his Parcel, as an individual Assessment.

e. Temporary Structures. No structure or object of a temporary character such as, but not limited to, trailers, vans, tents, shacks, sheds or accessory buildings or structures, shall be erected, kept or maintained on a Parcel. This restriction shall not apply to temporary structures used by the Developer or an Approved Builder for development, construction or sale of property in the Project.

f. Drilling and Mining. No drilling, refining, quarrying or mining operations for oil, gas or other minerals shall be caused at or performed on any Parcel.

g. Nuisances. No Owner shall commit or permit any nuisance or any immoral or illegal activity in or about the Property. No Owner shall knowingly or willfully make or create any unnecessary, excessive or offensive noise or disturbance (including odors) which destroys the peace, quiet or comfort of any other Owner, or allow any such noise or disturbance (including odors) to be made on his Parcel.

h. Antennae. No radio, television or other electronic antennae, tower, aerial, or other reception or transmission device may be erected or maintained on any Parcel, except entirely within an Improvement so as to be removed from public view, unless installed by the Developer or the Master Association. Notwithstanding the foregoing, the use of satellite dishes is permitted with the express written approval of the A.R.B. upon such conditions as may be imposed from time to time by the A.R.B. in its sole discretion.

i. Signs. Except in connection with the development or sales of property throughout the Project by the Developer or any Approved Builder, or with the erection of signs by the Master Association or Sub-Association, no signs, advertisements or notices of any kind, including, without limitation, "For Sale" or "For Rent" signs, shall be displayed to the public view on any Parcel or on the Common Property, without the prior written approval of the Master Association.

j. Maintenance of Parcels. Each Owner shall maintain his Parcel and the Improvements thereon in a clean and sanitary condition and shall permit no rubbish, refuse or garbage to

accumulate or any fire hazard to exist. Each Owner (other than the Developer) shall also maintain the Common Property immediately abutting his Parcel and to the edge of the nearby Street or water body, which duty shall include, without limitation, the provision of irrigation water, replacement of sod and the repair and restoration of walkways. An Owner may not plant or construct Improvements in any easement, right-of-way or in the Common Property. In the event an Owner fails to maintain his Parcel as aforesaid, for a period of at least thirty (30) days, the Master Association shall have the right, exercisable in its sole discretion, to clear any unsightly debris and/or refuse from any Parcel deemed by the Master Association to be a health menace, fire hazard or a detraction from the aesthetic appearance of the Project; provided, however, that at least fifteen (15) days prior notice shall be given by the Master Association to the Owner of such Parcel before such work is done by the Master Association. In the event the Master Association, after such notice, causes such work to be done, the costs of such work, together with interest thereon at the rate of eighteen (18%) percent or at the maximum rate permitted by the usury laws of the State of Florida, whichever is greater, shall be charged to the Owner and shall become a lien on the subject Parcel, which lien shall be effective, have priority and be enforced pursuant to the procedures set forth in Article 6 of this Master Declaration.

k. Refuse Containers and Storage Tanks. No Parcel shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall be kept in sanitary refuse containers, which shall be located in walled, fenced or landscaped areas so that such containers are not visible from any Street or adjoining property. Trash, refuse or waste materials shall not be burned on any Parcel. No Owner may keep or maintain any oil tanks or bottle gas tanks (with the exception only of bottle gas used to fuel small barbeque grills) on his Parcel. Refuse containers shall be removed from the Street or front of a Parcel within twelve (12) hours after pick up.

l. Wheeled Vehicles. No bicycles, tricycles, scooters, baby carriages, skateboards or other similar vehicles or toys shall be allowed to stand on the Common Property. The sidewalks, walkways and Streets shall not be obstructed or used for any purpose other than for ingress to and egress from the Parcels and the Common Property.

m. Air Conditioners. All air conditioner compressors shall be screened from view from the Street and from any adjacent property and shall be insulated by landscaping, a fence or wall to minimize the transmittal of noise. All window and wall air conditioning units are also prohibited unless used in a Phase by an Approved Builder for a specific house model specifically approved by the A.R.B.

n. Laundry. No portion of a Parcel shall be used for the drying or hanging of laundry, unless such laundry is not visible from the Street or any adjacent property.

o. Underground Utilities. All secondary electrical conduits and hook-ups shall be kept underground. No above ground wires of any kind shall be permitted.

p. Common Property. No one other than the Master Association shall have the right to perform any maintenance, repairs or alterations of the Common Property, or the Improvements located thereon or 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.

q. Architectural Guidelines. Each Owner shall comply with all guidelines for construction and landscaping which are adopted by the A.R.B. at the time of original placement or later when reconstruction, alteration or repair is to be performed.

8. Golf Club Parcel.

a. Use. Use of the Golf Club Facilities shall be totally and solely at the risk of those individuals using such facilities. The Golf Club Owner has the sole and exclusive right to determine all matters relative to the management, control and operation of the Golf Club Facilities, and by accepting title to a Parcel, each Owner shall be deemed to have disclaimed any interest in such matters. Except in conjunction with their permitted use of the Golf Club Facilities, the Owners shall have no right to use the Golf Club Facilities or enter upon any portion of the Golf Club Parcel or use same for any purpose, whether for walking, running, vehicular use or any other purpose.

b. Limitations and Restrictions.

(1) The mortgagee of the Golf Club Parcel shall not be responsible for any of the obligations of the Golf Club Owner unless and until it has acquired fee title thereto.

(2) The Golf Club Parcel shall be used only as a golf course and related operations and may not be subdivided or used for any other use.

(3) No drilling, refining, quarrying or mining operations for oil, gas or other minerals shall be caused at or performed on the Golf Club Parcel.

(4) The Golf Club Owner shall not commit or permit any nuisance or any immoral or illegal activity in or about the Golf Club Parcel.

9. Architectural and Landscaping Controls.

a. Architectural Review Board. The Developer intends to create a residential community through a phased development scheme. The Phases may have different construction styles or themes. The Developer intends for each Phase to have harmonious Improvements. Accordingly, the Master Association has established the A.R.B. The A.R.B. shall consist of not less than three (3) and not more than seven (7) individuals, none of whom need be a Member but all of whom shall serve at the pleasure of the Board of Directors.

b. Design Review and Approval. No Improvement shall be commenced, erected, installed, placed, maintained or replaced upon any Parcel nor shall any addition to or alteration thereof be made until the plans, specifications, site plans and location of the same shall have been submitted to and approved in writing by the A.R.B. The A.R.B. will consider all material factors, including, without limitation, harmony of external design, elevation, landscaping, height, floor plan, location in relation to surrounding structures, topography and color(s). The A.R.B.'s approval or disapproval shall be dispositive and final. The Owner shall pay to the A.R.B. at the time of each submittal for approval a review fee in accordance with a fee schedule approved by the Master Association. Approvals in no manner certify the adequacy of the health, safety or welfare of residents or compliance of any work with laws or ordinances. In connection with all review, the A.R.B. shall not be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way relating to the subject matter thereof.

c. Non-Approved Work. In the event any Improvement or any addition to or alteration thereof is constructed or placed upon a Parcel without the prior written approval of the A.R.B., the A.R.B. shall have the right to demand that such Improvement, addition or alteration be removed and the Parcel be restored to its original condition at the sole cost and expense of the Owner responsible. If such Owner fails to remove such Improvement, addition or alteration and restore the Parcel to its original condition within twenty (20) days after the giving of written notice by the A.R.B. demanding such removal and restoration, the Master Association may, at its option, in addition to any other rights and remedies available to it, cause such Improvement, addition or alteration to be removed and the Parcel restored at the sole cost, expense and risk of such Owner. The Master Association, its contractors, agents and employers, shall have the right to

enter upon the Parcel at all reasonable times for the purposes of performing such removal and restoration. If such Owner fails to pay the costs and expenses of such removal and restoration within twenty (20) days after written demand therefore, the Master Association may assess such Owner and his Parcel for the amount of such costs and expenses.

d. Developer Exempt. Notwithstanding anything contained herein to the contrary, any Improvements of any nature made or to be made by the Developer shall not be subject to the review of the A.R.B.

10. Amendments.

a. Procedure. This Master 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:

(1) The Developer has reserved the absolute and unconditional right to amend this Master Declaration as specifically set forth in certain provisions of this Master Declaration including, without limitation, paragraphs 2b., 2c(2) and 4b(4).

(2) Until the Developer owns no Parcel and has no right to purchase any of the Additional Property and no Approved Builder owns any Parcel, the Developer specifically reserves the unilateral, absolute and unconditional right to amend or terminate this Master Declaration. The Owners, Master Association, Members, Institutional Mortgagees, Golf Club Owner and all other individuals or entities hereby waive any rights to consent to such changes.

(3) Once the Developer has no further right to amend or terminate this Master Declaration, this Master Declaration may be amended 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 Master Association may not effect any amendment or termination of this Master Declaration without the consent of the Developer, which it may give or withhold in its sole and absolute discretion.

b. Golf Club Owner. Notwithstanding other provisions of this Master Declaration, this Master Declaration may not be amended in a manner which directly and adversely affects the Golf Club Parcel without the written consent of the Golf Club Owner, which consent the Golf Club Owner will not unreasonably withhold or delay. An example of such an amendment would be restricting the non-exclusive easement enjoyed by the Golf Club Owner and its officers, agents, members and invitees over the Streets for the purpose of gaining access to the Golf Club Facilities. No other amendment shall require the consent of the Golf Club Owner. For

example, amending any of the restrictions set forth in paragraph 7 hereof, other than those set forth in subparagraph s., would not be amendments which directly and adversely affect the Golf Club Parcel.

c. Institutional Mortgages. No amendment or termination of this Master Declaration may impair the validity or priority of a first mortgage held by an Institutional Mortgagee encumbering a Parcel or the rights granted herein to Institutional Mortgagees without the written consent of such Institutional Mortgagee, 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 mortgagee or lien holder.

d. Surface Water Management System. No amendment or termination of this Master 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, as evidenced by its limited joinder therein.

11. Provisions for County.

a. Master Association. The Master Association shall not be dissolved nor shall it dispose of any Common Property, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Property), without first receiving approval from the Martin County Board of Commissioners. The Board, as a condition precedent to dissolution or disposal of Common Property, may require dedication of common open areas or utilities to the public as deemed necessary.

b. County's Right of Entry, Possession and Maintenance. If the Master Association (or any successor organization) fails at any time to maintain the Common Property in reasonable order and condition in accordance with the final development plan approved by the County, the Martin County Board of Commissioners can serve written notice by certified mail, return receipt requested, upon the Master Association and upon each Owner, which notice shall set forth the manner in which the Master Association has failed to maintain the Common Property order and condition and shall demand that such failure be remedied within 30 days of the sending of such notice or, in the alternative, that the Master Association appear before the Board at a specified time (at least 10 days but not more than 30 days after the sending of such notice) either to contest the alleged failure to maintain the Common Property or to show cause why it cannot remedy such failure within the 30-day period. If such failure has not been remedied within the 30-day period or such longer period as the Board may have allowed, the Board, in order to preserve the taxable values of the real property within the Project and to prevent the Common Property from becoming a

public nuisance, shall hold a public hearing to consider the advisability of the County entering upon such Common Property and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the Master Association and to each Owner and shall be published one time in a newspaper of general circulation published in the County. Such notice shall be sent and published at least 15 days in advance of the hearing. At such hearing, the Board may determine that it is or is not advisable for the County to enter upon such Common Property, take possession of them and maintain them for one year. The County is specifically granted the right of entry, possession and maintenance in order to effect the purposes of this subparagraph 11b., provided the above procedures have been followed. Such entry, possession and maintenance shall not constitute a trespass nor shall they give the public any right to use the Common Property.

c. County's Right to Return Possession and Maintenance.

The Martin County Board of Commissioners may, upon public hearing with notice given and published in the same manner as set forth in subparagraph 11b. above, return possession and maintenance of such Common Property to the Master Association (or successor organization), abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods.

d. Costs. The cost of such maintenance by the County shall be assessed ratably against all Lots within the Project that have a right to enjoyment of such Common Property and shall become a charge or lien on said Lots, and such charge shall be paid by the Owners of such Lots within 30 days after receipt of a statement therefor.

12. General Provisions.

a. Assignment. All or any of the rights, powers, obligations, easements and estates reserved by, or granted to, the Developer or the Master Association may be assigned by the Developer or the Master Association. Upon any such assignment, the Developer or the Master Association shall be relieved and released of any such rights, powers, obligations, easements or estates.

b. Duration. All of the covenants, restrictions and other provisions of this Master Declaration shall run with and bind the Property for a term of twenty-five (25) years from the date of recordation of this Master 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.

c. 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.

d. Construction. This Master 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 Master 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.


e. Notice. Any notice required or permitted to be given by this Master Declaration shall be in writing and delivered by personal delivery or by certified mail, return receipt requested, postage prepaid, addressed to the last known address of the addressee. 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.

f. Gender and Number. The use of the singular herein shall include the plural, and the use of any gender shall include all genders.

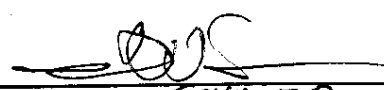
g. Severability. Invalidation of any one of the covenants or restrictions contained herein by judgment or court order shall in no way affect any other provision hereof, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this Master Declaration to be executed on the day first above written.

Signed, sealed and delivered PALM TREE GOLF CORP., INC.
in the presence of:



Craig Fagan
BOB COLLINS

By: 

CONRAD W. SCHAEFER, as its
VICE PRESIDENT
(SEAL)

Date: 26 APRIL 95



STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

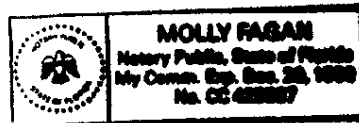
The foregoing Master Declaration of Covenants and Restrictions was acknowledged before me this 26th day of APRIL, 1995, by CONRAD W. SCHAEFER, as VICE PRESIDENT of Palm Tree Golf Corp., Inc., a Florida corporation, on behalf of the corporation, who is personally known to me OR who produced _____ as identification and who did NOT take an oath.

Molly Fagan
Notary Signature

Molly Fagan #CC 425537
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:



Unofficial Copy

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3954/8453
04/10/95-6

JOINDER OF ASSOCIATION

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, HAMMOCK CREEK MASTER 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 Master Declaration.

Signed, sealed and delivered in the presence of:

HAMMOCK CREEK MASTER HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation

[Signature]
MOLLY FAGAN
[Signature]
BOB COLLINS

By: [Signature]
CONRAD W. SCHAEFER, as its
VICE PRESIDENT
(SEAL)

Date: 26 APRIL 95

STATE OF FLORIDA)
COUNTY OF PALM BEACH) SS:

The foregoing Joinder of Association was acknowledged before me this 26th day of APRIL, 1995, by CONRAD W. SCHAEFER as VICE PRESIDENT of Hammock Creek Master Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me OR who produced as identification and who did NOT take an oath.

[Signature]
Notary Signature

Molly Fagan #CC425537
Print Notary Name

NOTARY PUBLIC
State of Florida at Large

My Commission Expires:

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3954/8453



CONSENT OF MORTGAGEE

1 & Gladys F. Raskin

WHEREAS, The Edith A. Berlin Family Limited Partnership(collectively, "Mortgagee") is the holder of that certain Mortgage ("Mortgage") dated November 4, 1994, and recorded in Official Record Book 1129, commencing at Page 1887, 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 Master Declaration of Covenants and Restrictions ("Master 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 Master Declaration.

2. The Mortgagee hereby subordinates the lien and operation of the Mortgage to the Master 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 Master Declaration.

3. All the terms and conditions of the Mortgage not expressly amended hereby shall remain in full force and effect.

Signed, sealed and delivered
in the presence of:

Arthur W. ...
Aisha Khan

Gladys F. Raskin
GLADYS F. RASKIN

Date: May 19, 1995

Molly Fagan

Edith A. Berlin
EDITH A. BERLIN

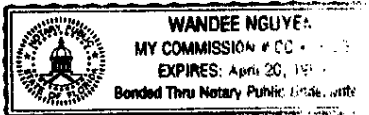
Date: 5/19/95

DR. # B645-200-23-546-0 FL

STATE OF Florida)
COUNTY OF PALM BEACH)

SS:

The foregoing Consent of Mortgagee was acknowledged before me this 19 day of MAY, 1995, by EDITH A BERLIN, who is personally known to me OR who produced DRIVER LICENCE as identification and who did _____ take an oath.



Wan Dee Nguyen
Notary Signature

WANDEE NGUYEN
Print Notary Name

NOTARY PUBLIC
State of FLORIDA at Large

My Commission Expires:



STATE OF Florida)
COUNTY OF PALM BEACH)

SS:

The foregoing Consent of Mortgagee was acknowledged before me this 19 day of May, 1995, by GLADYS F RASKIN;

GLADYS F RASKIN

DR# R250-286-21-846 FL.

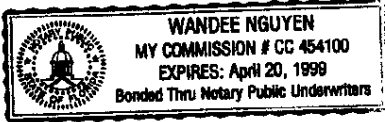
who is personally known to me OR who produced FLORIDA DRIVER LICENSE
as identification and who did _____ take an oath.

Wandee Nguyen
Notary Signature

WANDEE NGUYEN
Print Notary Name

NOTARY PUBLIC
State of FLORIDA at Large

My Commission Expires:



Unofficial Copy

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PROPERTY

Unofficial Copy

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3954/9453

Exhibit A

OR BK 1 1 3 3 PGO 3 1 4

**LEGAL DESCRIPTION
HAMMOCK CREEK PLAT NO.1, CLUBHOUSE TRACT AND MAINTENANCE PARCEL**

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 40 EAST, BEING A PART OF THE PLAT OF PALM CITY FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO BEING A PART 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, ALSO RECORDED IN PLAT BOOK B, PAGE 59, PUBLIC RECORDS OF DADE (NOW MARTIN) COUNTY, FLORIDA, SAID LAND HEREINAFTER REFERRED TO AS "NORTH PARCEL" AND "SOUTH PARCEL", BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT 32, SECTION 24, TOWNSHIP 38 SOUTH, RANGE 40 EAST, SAID PLAT OF PALM CITY FARMS; THENCE SOUTH 00°06'32" WEST, ALONG THE EAST LINE OF SAID TRACT 32, A DISTANCE OF 10.47 FEET; THENCE NORTH 89°44'15" WEST, ALONG A LINE 10.47 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACT 32, A DISTANCE OF 25.00 FEET FOR A POINT-OF-BEGINNING OF THE NORTH PARCEL.

THENCE, SOUTH 00°06'32" WEST, ALONG A LINE 25.00 FEET WEST OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE, AND ITS SOUTHERLY PROLONGATION, OF TRACTS 32, 33, AND 48, SAID SECTION 24, PLAT OF PALM CITY FARMS, A DISTANCE OF 2065.88 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, SAID POINT OF CURVATURE HEREINAFTER REFERRED TO AS "POINT A"; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°18'56", A DISTANCE OF 38.53 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 88°25'27" WEST, A DISTANCE OF 32.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 535.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°49'32", A DISTANCE OF 269.16 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 59°35'55" WEST, A DISTANCE OF 1212.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2045.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'00", A DISTANCE OF 196.31 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 65°05'55" WEST, A DISTANCE OF 575.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°12'53", A DISTANCE OF 38.49 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 26°41'12" WEST, A DISTANCE OF 108.42 FEET; THENCE, NORTH 63°18'48" EAST, A DISTANCE OF 150.00 FEET; THENCE, NORTH 26°41'12" WEST, A DISTANCE OF 7.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 900.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°21'00", A DISTANCE OF 366.78 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 50°02'12" WEST, A DISTANCE OF 37.01 FEET; THENCE, NORTH 39°50'17" EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 275.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°20'40", A DISTANCE OF 193.64 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 80°10'57" EAST, A DISTANCE OF 232.21 FEET TO THE POINT OF CURVATURE OF A

CURVE TO THE LEFT, HAVING A RADIUS OF 500.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'33", A DISTANCE OF 12.73 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 30°24'05" EAST, A DISTANCE OF 177.60 FEET; THENCE, NORTH 59°35'55" EAST, A DISTANCE OF 1307.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 525.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°53'12", A DISTANCE OF 512.09 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 03°42'43" EAST, A DISTANCE OF 504.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1000.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°35'11", A DISTANCE OF 184.77 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°55'22", A DISTANCE OF 244.11 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 72°23'28" EAST, A DISTANCE OF 170.00 FEET; THENCE, NORTH 17°36'19" WEST, A DISTANCE OF 125.02 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 19°13'45" WEST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 115°26'34", A DISTANCE OF 100.74 FEET TO THE END OF SAID CURVE; THENCE, NORTH 45°19'41" EAST, A DISTANCE OF 28.00 FEET; THENCE, NORTH 06°15'45" WEST, A DISTANCE OF 142.29 FEET; THENCE, SOUTH 72°23'41" WEST, A DISTANCE OF 334.43 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 773.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°20'00", A DISTANCE OF 274.32 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 87°16'19" WEST, A DISTANCE OF 469.53 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 395.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°01'13", A DISTANCE OF 524.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2286.86 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°36'24", A DISTANCE OF 702.73 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 575.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°37'22", A DISTANCE OF 267.18 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 27°31'18" EAST, A DISTANCE OF 435.57 FEET; THENCE, SOUTH 59°35'55" WEST, A DISTANCE OF 503.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°35'02", A DISTANCE OF 107.78 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 80°10'57" WEST, A DISTANCE OF 160.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°30'57", A DISTANCE OF 67.22 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 115°22'41", A DISTANCE OF 402.75 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°31'04", A DISTANCE OF 63.74 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 39°50'17" WEST, A DISTANCE OF 19.79 FEET; THENCE, NORTH 50°02'12" WEST, A DISTANCE OF 120.00 FEET; THENCE, SOUTH 41°38'21" WEST, A DISTANCE OF 149.90 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 375.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 41°38'21" EAST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 22°33'42", A DISTANCE OF 147.67 FEET TO THE END OF SAID CURVE; THENCE, NORTH 09°08'26" EAST, A DISTANCE OF 174.90 FEET; THENCE, NORTH 02°18'12" EAST, A DISTANCE OF 78.32 FEET; THENCE, NORTH 77°28'02" EAST, A DISTANCE OF 33.21 FEET; THENCE, NORTH 14°19'36" EAST, A DISTANCE OF 49.63 FEET; THENCE, NORTH 08°45'55" EAST, A DISTANCE OF 96.53 FEET; THENCE, NORTH 14°59'07"

EAST, A DISTANCE OF 23.30 FEET; THENCE, NORTH 61°17'27" EAST, A DISTANCE OF 72.15 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1425.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 72°32'15" WEST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°06'16", A DISTANCE OF 674.11 FEET TO THE END OF SAID CURVE; THENCE, NORTH 70°30'16" EAST, A DISTANCE OF 144.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 285.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 82°02'12", A DISTANCE OF 408.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 200.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°25'04", A DISTANCE OF 74.76 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 83°39'29", A DISTANCE OF 292.02 FEET TO THE END OF SAID CURVE; THENCE, NORTH 58°42'05" WEST, A DISTANCE OF 219.86 FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 85°39'22" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 172°25'11", A DISTANCE OF 601.86 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°21'51", A DISTANCE OF 71.08 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 23°36'02" WEST, A DISTANCE OF 28.73 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 550.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°18'21", A DISTANCE OF 415.71 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 19°42'19" EAST, A DISTANCE OF 170.42 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1075.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°07'02", A DISTANCE OF 583.83 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 11°24'43" WEST, A DISTANCE OF 220.70 FEET; THENCE, SOUTH 78°35'17" EAST, A DISTANCE OF 150.00 FEET; THENCE, SOUTH 11°24'43" WEST, A DISTANCE OF 184.03 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 425.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°54'59", A DISTANCE OF 207.07 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 73°29'44" WEST, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 73°29'44" EAST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°31'56", A DISTANCE OF 336.52 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 50°02'12" EAST, A DISTANCE OF 329.98 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 350.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°22'13", A DISTANCE OF 179.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 650.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'13", A DISTANCE OF 68.30 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 26°41'12" EAST, A DISTANCE OF 145.52 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET, AND WHOSE RADIUS POINT BEARS SOUTH 48°36'14" EAST, THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°03'25", A DISTANCE OF 30.66 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 160.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°21'51", A DISTANCE OF 126.68 FEET TO THE END OF SAID CURVE; THENCE, NORTH 31°33'03" WEST, A DISTANCE OF 122.10 FEET; THENCE, SOUTH 58°27'00" WEST, A DISTANCE OF 100.00 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST HIGH MEADOW AVENUE, AS RECORDED IN OFFICIAL RECORDS BOOK 637, PAGE 1949, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE, NORTH 31°33'03" WEST, ALONG THE SAID

EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST HIGH MEADOW AVENUE, A DISTANCE OF 812.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2600.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, AND CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 31°38'03", A DISTANCE OF 1435.51 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 00°05'00" EAST, CONTINUING ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 1243.22 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF TRACT 27, SAID SECTION 24; THENCE, SOUTH 89°44'15" EAST, ALONG THE NORTH LINE OF TRACTS 27 AND 28, SAID SECTION 24, A DISTANCE OF 674.19 FEET TO THE NORTHWEST CORNER OF TRACT 29, SAID SECTION 24; THENCE, SOUTH 00°05'01" WEST ALONG THE WEST LINE OF SAID TRACT 29, A DISTANCE OF 0.96 FEET; THENCE, SOUTH 89°44'15" EAST ALONG A LINE 0.96 FEET SOUTH OF AND PARALLEL WITH, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID TRACT 29, A DISTANCE OF 677.88 FEET TO THE INTERSECTION THEREOF WITH THE WEST LINE OF TRACT 30, SAID SECTION 24; THENCE, NORTH 00°05'22" EAST, ALONG THE SAID WEST LINE OF TRACT 30, A DISTANCE OF 0.96 FEET TO NORTHWEST CORNER OF SAID TRACT 30; THENCE, SOUTH 89°44'15" EAST, ALONG THE NORTH LINE OF SAID TRACT 30, A DISTANCE OF 338.94 FEET TO THE INTERSECTION THEREOF WITH THE WEST LINE OF THE EAST HALF OF SAID TRACT 30; THENCE, SOUTH 00°05'37" WEST, ALONG THE SAID WEST LINE OF THE EAST HALF OF TRACT 30, A DISTANCE OF 10.47 FEET; THENCE, NORTH 89°44'15" EAST, ALONG A LINE PARALLEL WITH AND 10.47 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF TRACTS 32, 31, SAID SECTION 24 AND THE SAID EAST HALF OF TRACT 30, A DISTANCE OF 1669.69 FEET TO THE POINT OF BEGINNING OF THE NORTH PARCEL.

TOGETHER WITH THE FOLLOWING DESCRIBED SOUTH PARCEL:

COMMENCING AT THE AFOREDESCRIBED "POINT A"; THENCE, SOUTH 00°06'32" WEST, A DISTANCE OF 210.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2535.03 FEET; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°53'18", A DISTANCE OF 304.77 FEET TO THE POINT-OF-BEGINNING OF THE SOUTH PARCEL:

THENCE, CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°01'56", A DISTANCE OF 311.13 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 13°48'42" EAST, A DISTANCE OF 223.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 4521.73 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°26'06", A DISTANCE OF 586.77 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 83°39'41" WEST, A DISTANCE OF 320.00 FEET; THENCE, SOUTH 08°20'19" EAST, A DISTANCE OF 223.00 FEET; THENCE, NORTH 83°39'41" EAST, A DISTANCE OF 314.64 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 4521.73 FEET AND WHOSE RADIUS POINT BEARS SOUTH 86°27'01" WEST; THENCE, SOUTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°19'51", A DISTANCE OF 104.23 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2535.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°47'35", A DISTANCE OF 433.29 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 12°01'20" EAST A DISTANCE OF 122.61 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1349.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'51", A DISTANCE OF 455.92 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 31°23'11" EAST, A DISTANCE OF 211.71 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 5990.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 04°48'10", A DISTANCE OF

502.12 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 36°11'21" EAST, A DISTANCE OF 285.27 FEET TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF THE NORTH ONE-HALF OF LOT 10, SAID MILES OR HANSON GRANT; THENCE, SOUTH 66°01'18" WEST, ALONG THE SAID SOUTH LINE OF THE NORTH ONE-HALF OF LOT 10, A DISTANCE OF 1764.45 FEET TO THE INTERSECTION THEREOF WITH THE SAID EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST HIGH MEADOW AVENUE; THENCE, NORTH 31°33'03" WEST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 3530.97 FEET; THENCE, NORTH 56°26'57" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 36.64 FEET; THENCE, SOUTH 71°36'20" EAST, A DISTANCE OF 88.62 FEET; THENCE, SOUTH 41°21'05" EAST, A DISTANCE OF 45.33 FEET; THENCE, NORTH 58°27'00" EAST, A DISTANCE OF 122.90 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 59°45'01" EAST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°19'29", A DISTANCE OF 117.13 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 40°34'28" EAST, A DISTANCE OF 771.08 FEET; THENCE, SOUTH 24°22'35" EAST, A DISTANCE OF 212.20 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 179°05'16", A DISTANCE OF 625.13 FEET TO A POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 57°54'30" EAST; THENCE SOUTHERLY, EASTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 179°27'30", A DISTANCE OF 626.43 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 31°33'00" WEST, A DISTANCE OF 38.00 FEET; THENCE, NORTH 58°27'00" EAST, A DISTANCE OF 85.67 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°58'12", A DISTANCE OF 96.83 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 47°34'48" EAST, A DISTANCE OF 179.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 245.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°04'01", A DISTANCE OF 141.40 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 508.53 FEET; THENCE, NORTH 84°14'42" EAST, A DISTANCE OF 21.56 FEET; THENCE, NORTH 46°38'51" EAST, A DISTANCE OF 51.49 FEET; THENCE, SOUTH 80°15'47" EAST, A DISTANCE OF 91.67 FEET; THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 73.38 FEET; THENCE, SOUTH 74°38'25" WEST, A DISTANCE OF 133.84 FEET; THENCE, SOUTH 47°26'19" WEST, A DISTANCE OF 18.33 FEET; THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 141.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET; AND WHOSE RADIUS POINT BEARS SOUTH 27°56'07" EAST; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°40'32", A DISTANCE OF 544.05 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 84°36'40" EAST, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 84°36'40" EAST; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°23'59", A DISTANCE OF 100.53 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 24°38'56" WEST, A DISTANCE OF 92.17 FEET; THENCE, SOUTH 06°51'29" EAST, A DISTANCE OF 122.99 FEET; THENCE, SOUTH 35°39'27" WEST, A DISTANCE OF 247.32 FEET; THENCE, SOUTH 31°37'16" EAST, A DISTANCE OF 254.41 FEET; THENCE, SOUTH 01°59'24" EAST, A DISTANCE OF 75.17 FEET; THENCE, NORTH 80°26'13" EAST, A DISTANCE OF 176.05 FEET; THENCE, NORTH 06°24'56" WEST, A DISTANCE OF 58.47 FEET; THENCE, NORTH 01°59'24" WEST, A DISTANCE OF 132.69 FEET; THENCE, SOUTH 77°54'38" EAST, A DISTANCE OF 106.82 FEET; THENCE, SOUTH 64°46'34" EAST, A DISTANCE OF 170.00 FEET; THENCE, NORTH 57°12'52" EAST, A DISTANCE OF 456.78 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 08°49'14" EAST; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 159°38'25", A DISTANCE OF 557.25 FEET TO THE POINT

OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°33'23", A DISTANCE OF 41.11 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 37°15'48" WEST, A DISTANCE OF 333.91 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1175.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'28", A DISTANCE OF 119.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 485.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°35'29", A DISTANCE OF 242.02 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 14°30'47" WEST, A DISTANCE OF 922.44 FEET; THENCE, NORTH 47°34'48" WEST, A DISTANCE OF 427.29 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°47'41", A DISTANCE OF 103.22 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 13°47'07" WEST, A DISTANCE OF 862.44 FEET; THENCE, SOUTH 47°29'21" WEST, A DISTANCE OF 852.63 FEET; THENCE, SOUTH 69°20'08" WEST, A DISTANCE OF 397.15 FEET; THENCE, SOUTH 46°51'28" WEST, A DISTANCE OF 192.09 FEET; THENCE, NORTH 40°34'28" WEST, A DISTANCE OF 21.94 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 300.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'35", A DISTANCE OF 83.83 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 24°33'53" WEST, A DISTANCE OF 248.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 89°39'48", A DISTANCE OF 39.12 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 65°05'55" EAST, A DISTANCE OF 573.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2115.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'00", A DISTANCE OF 203.03 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 59°35'55" EAST, A DISTANCE OF 886.66 FEET; THENCE, SOUTH 24°18'24" EAST, A DISTANCE OF 184.57 FEET; THENCE, SOUTH 87°26'39" EAST, A DISTANCE OF 500.40 FEET TO THE POINT OF BEGINNING OF SAID SOUTH PARCEL.

CONTAINING 226.48 ACRES, MORE OR LESS (NORTH AND SOUTH PARCELS)

TOGETHER WITH THE CLUBHOUSE TRACT BEING DESCRIBED AS FOLLOWS:

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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREDESCRIBED POINT "A"; THENCE, SOUTH 00°06'32" WEST, A DISTANCE OF 120.05 FEET FOR A POINT OF BEGINNING;

THENCE, CONTINUE SOUTH 00°06'32" WEST, A DISTANCE OF 90.73 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2535.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 6°53'18", A DISTANCE OF 304.77 FEET TO THE END OF SAID CURVE; THENCE, NORTH 87°26'39" WEST, A DISTANCE OF 500.40 FEET; THENCE, NORTH 24°18'24" WEST, A DISTANCE OF 184.57 FEET; THENCE, NORTH 59°35'55" EAST, A DISTANCE OF 325.56 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 465.00 FEET; THENCE,

EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°49'32", A DISTANCE OF 233.94 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 88°25'27" EAST, A DISTANCE OF 29.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°41'05", A DISTANCE OF 40.01 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.04 ACRES, MORE OR LESS.

TOGETHER WITH THE MAINTENANCE PARCEL BEING DESCRIBED AS FOLLOWS:

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 THE PLAT BOOK 1, PAGE 11, PUBLIC RECORDS OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, BEING, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFOREDESCRIBED "POINT A"; THENCE, SOUTH 00°06'32" WEST, A DISTANCE OF 210.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2535.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'14", A DISTANCE OF 615.90 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 13°48'42" EAST, A DISTANCE OF 223.78 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 4521.73 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°26'06", A DISTANCE OF 586.77 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTHEASTERLY CONTINUING ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°49'36", A DISTANCE OF 223.09 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 83°39'41" WEST, A DISTANCE OF 314.64 FEET; THENCE, NORTH 06°20'19" WEST, A DISTANCE OF 223.00 FEET; THENCE, NORTH 83°39'41" EAST, A DISTANCE OF 320.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.63 ACRES , MORE OR LESS

CONTAINING IN TOTAL: 232.15 ACRES, MORE OR LESS

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

GOLF CLUB PARCEL

Unofficial Copy

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3594/8453

Exhibit B

OR BK I 1 3 3 PGO 3 2 2

BENCH MARK LAND SURVEYING & MAPPING, INC

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION GOLF COURSE PROPERTY

ALL OF TRACT "G" OF THE PROPOSED PLAT OF HAMMOCK CREEK PLAT NO. 1, TO BE RECORDED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

TOGETHER WITH ALL OF THE CLUBHOUSE TRACT, OF THE PROPOSED PLAT OF HAMMOCK CREEK PLAT NO. 2, TO BE RECORDED IN THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL (GOLF COURSE MAINTENANCE BUILDING/SITE):

A PARCEL OF LAND LYING IN LOT 10, PLAT OF MILES OR. HANSON GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 11, ALSO RECORDED IN PLAT BOOK B, PAGE 59, PUBLIC RECORDS OF DADE (NOW MARTIN) COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 10; THENCE, SOUTH 10°04'35" WEST, A DISTANCE OF 2022.78 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 83°39'41" WEST, A DISTANCE OF 320.00 FEET;
THENCE, SOUTH 06°20'19" EAST, A DISTANCE OF 220.00 FEET;
THENCE, NORTH 83°39'41" EAST, A DISTANCE OF 314.64 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 4521.73 FEET AND WHOSE RADIUS POINT BEARS SOUTH 86°27'01" WEST;
THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 02°47'20", A DISTANCE OF 220.09 FEET TO THE POINT OF BEGINNING.

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

4152 W. BLUE HERON BLVD., SUITE 121 - RIVIERA BEACH, FLORIDA 33404

PHONE: 407/848-2102 FAX: 407/844-9659

ORBK1 133 PGO 323

MASTER SITE PLAN

Unofficial Copy

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3594/8453

Exhibit C

ORBK1 1 3 3 PGO 3 2 4

HAMMOCK CREEK

Master Plan & Preliminary Plat

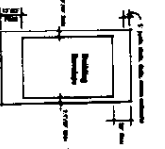
Site Data

Category	Value
Total Area	245.57 Acres
Total Building Area	5,300,000 Sq. Ft.
Open Space	10.25 Acres
Water	2.10 Acres
Other	0.02 Acres

PHASE I: 100% DEVELOPED FOR PHASE I, 100% DEVELOPED FOR PHASE I, 100% DEVELOPED FOR PHASE I...

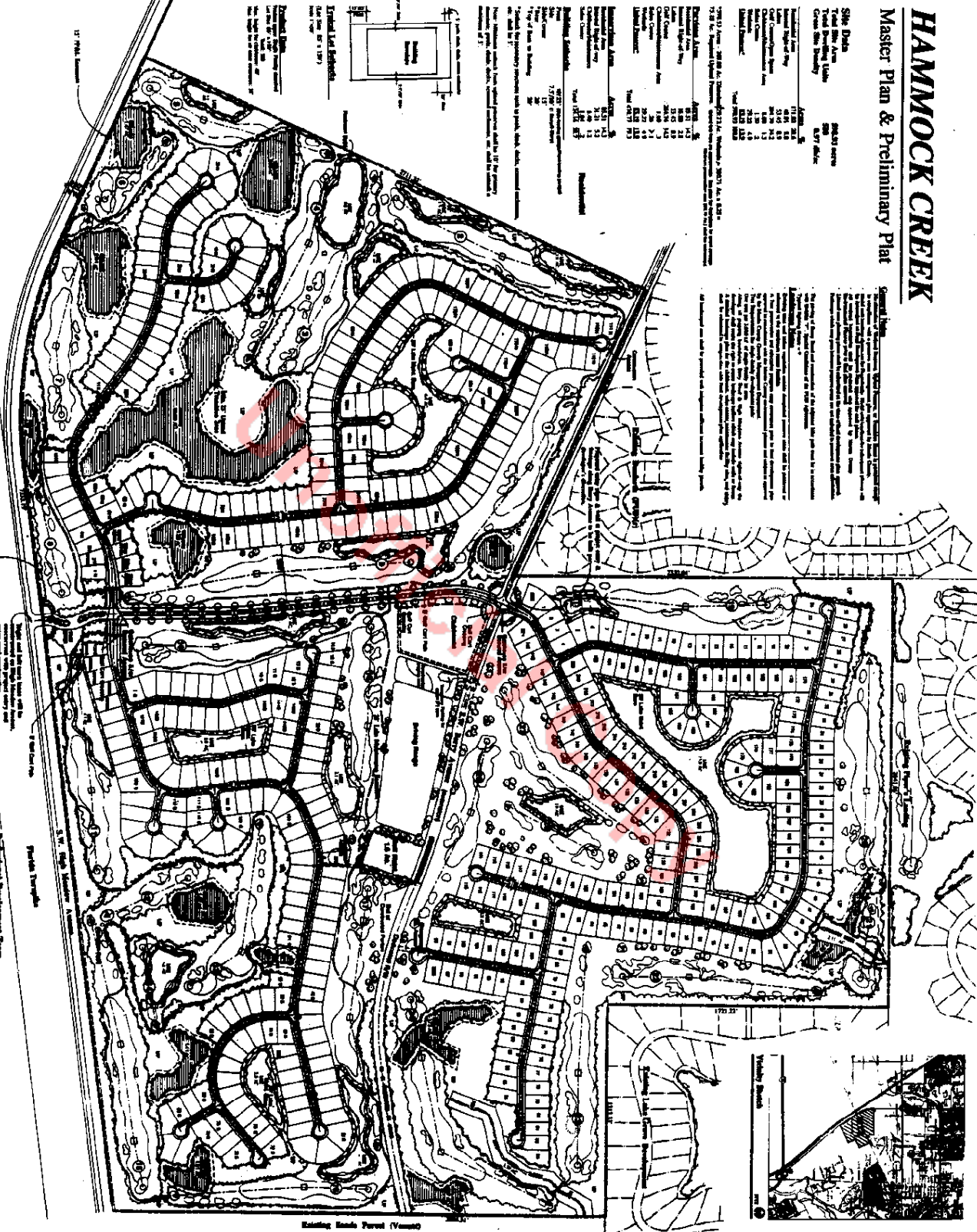
Financial Data

Category	Value
Estimated Total Cost	\$325,000,000
Estimated Total Revenue	\$450,000,000
Estimated Total Profit	\$125,000,000



Legend

- Proposed Lots
- Proposed Roads
- Proposed Utilities
- Proposed Landscaping
- Proposed Amenities
- Proposed Stormwater Management
- Proposed Security



Legend (continued)

[Symbol]	Proposed Lots
[Symbol]	Proposed Roads
[Symbol]	Proposed Utilities
[Symbol]	Proposed Landscaping
[Symbol]	Proposed Amenities
[Symbol]	Proposed Stormwater Management
[Symbol]	Proposed Security

Legend (continued)

Proposed Amenities: Clubhouse, Pool, Tennis Courts, Golf Course, etc.

Proposed Stormwater Management: Detention Ponds, Stormwater Ponds, etc.

Proposed Security: Fencing, Gates, etc.

Financial Data (continued)

Estimated Total Cost: \$325,000,000

Estimated Total Revenue: \$450,000,000

Estimated Total Profit: \$125,000,000

Site Data (continued)

Total Area: 245.57 Acres

Total Building Area: 5,300,000 Sq. Ft.

Open Space: 10.25 Acres

Water: 2.10 Acres

Other: 0.02 Acres

Scale: 1" = 100'

North Arrow: (Symbol)

OR BK 1 1 3 3 P60 3 2 5

ADDITIONAL PROPERTY

Unofficial Copy

H:\PALMTREE\8453\DDECC&R1.JW/clc
3594/8453

Exhibit D

**LEGAL DESCRIPTION
100 LOTS, GOLDEN BEAR WAY AND
TRACTS "A", "B-1", "B-2", "B-3", "L-10"**

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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10; THENCE, SOUTH 05°65'55" WEST, ALONG THE NORTHERLY LINE SAID LOT 10, A DISTANCE OF 611.25 FEET; THENCE, SOUTH 66°03'09" WEST, CONTINUING ALONG THE NORTHERLY LINE OF SAID LOT 10, A DISTANCE OF 27.38 FEET; THENCE, SOUTH 00°06'32" WEST, DEPARTING SAID NORTH LINE, A DISTANCE OF 112.79 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 00°06'32" WEST, A DISTANCE OF 120.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AND WHOSE RADIUS POINT BEARS NORTH 89°53'28" WEST, THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 91°41'05", A DISTANCE OF 40.01 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 88°25'27" WEST, A DISTANCE OF 29.33 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 465.00 FEET; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°49'32", A DISTANCE OF 233.94 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 59°35'55", A DISTANCE OF 1212.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 2115.00 FEET; THENCE, WESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 5°30'00", A DISTANCE OF 203.03 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 65°05'55" WEST, A DISTANCE OF 573.77 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°39'48", A DISTANCE OF 39.12 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 24°33'53" EAST, A DISTANCE OF 248.04 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 300.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°00'35", A DISTANCE OF 83.83 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 40°34'28" EAST, A DISTANCE OF 21.94 FEET; THENCE, NORTH 46°51'28" EAST, A DISTANCE OF 192.09 FEET; THENCE, NORTH 69°20'08" EAST, A DISTANCE OF 397.15 FEET; THENCE, NORTH 47°29'21" EAST, A DISTANCE OF 852.63 FEET; THENCE, SOUTH 13°47'07" EAST, A DISTANCE OF 862.44 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 175.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°47'41", A DISTANCE OF 103.22 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 47°34'48" EAST, A DISTANCE OF 427.29 FEET; THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 535.96 FEET; THENCE, SOUTH 75°29'13" WEST, A DISTANCE OF 150.00 FEET; THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 35.49 FEET; THENCE, SOUTH 75°29'13" WEST, A DISTANCE OF 200.00 FEET; THENCE, NORTH 14°30'47" WEST, A DISTANCE OF 394.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 245.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°04'01", A DISTANCE OF 141.40 FEET TO THE POINT OF TANGENCY;

THENCE, NORTH 47°34'48" WEST, A DISTANCE OF 179.16 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 75.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 73°58'12", A DISTANCE OF 96.83 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 58°27'00" WEST, A DISTANCE OF 85.67 FEET; THENCE, SOUTH 31°33'00" EAST, A DISTANCE OF 38.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET; THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 179°27'30", A DISTANCE OF 626.43 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 66°32'09" WEST; THENCE, SOUTHERLY, WESTERLY, AND NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 179°05'16", A DISTANCE OF 625.13 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 24°22'35" WEST, A DISTANCE OF 212.20 FEET; THENCE, NORTH 40°34'28" WEST, A DISTANCE OF 771.08 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 650.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°19'29", A DISTANCE OF 117.13 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 58°27'00" WEST, A DISTANCE OF 122.90 FEET; THENCE, NORTH 41°21'05" WEST, A DISTANCE OF 45.33 FEET; THENCE, NORTH 71°36'20" WEST, A DISTANCE OF 88.62 FEET; THENCE, SOUTH 58°26'57" WEST, A DISTANCE OF 36.64 FEET TO THE INTERSECTION THEREOF WITH THE EASTERLY RIGHT-OF-WAY LINE OF SOUTHWEST HIGH MEADOW AVENUE (A 100 FOOT ROAD RIGHT-OF-WAY); THENCE, NORTH 31°33'03" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 257.50 FEET; THENCE, NORTH 58°27'00" EAST, DEPARTING SAID RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE, SOUTH 31°33'03" EAST, A DISTANCE OF 122.10 FEET; TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 160.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 09°17'48" WEST; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 45°21'51", A DISTANCE OF 126.68 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 290.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°01'22", A DISTANCE OF 157.02 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 67°15'27" EAST, A DISTANCE OF 130.86 FEET; THENCE NORTH 65°05'55" EAST, A DISTANCE OF 575.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2045.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°30'00", A DISTANCE OF 196.31 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 59°35'55" EAST, A DISTANCE OF 1212.22 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 535.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°49'32", A DISTANCE OF 269.16 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 88°25'27" EAST, A DISTANCE OF 32.85 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°18'56", A DISTANCE OF 38.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 47.01 ACRES, MORE OR LESS.

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



BENCH MARK LAND SURVEYING & MAPPING, INC.

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION
HAMMOCK CREEK
(NORTH SINGLE FAMILY LOT AREA)

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 38 SOUTH, RANGE 40 EAST, BEING A PART OF THE PLAT OF PALM CITY FARMS, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 42, PUBLIC RECORDS, OF PALM BEACH (NOW MARTIN) COUNTY, FLORIDA, ALSO BEING A PART OF THE PLAT OF MILES OR HANSON GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 11, ALSO RECORDED IN PLAT BOOK B, PAGE 59, PUBLIC RECORDS OF DADE (NOW MARTIN) COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF LOT 10 OF SAID MILES OR HANSON GRANT; THENCE, NORTH 28°32'09" WEST, A DISTANCE OF 1269.65 FEET FOR A POINT OF BEGINNING;

THENCE, NORTH 17°36'19" WEST, A DISTANCE OF 125.02 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 50.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 19°13'45" WEST;
THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 115°26'34", A DISTANCE OF 100.74 FEET TO THE END OF SAID CURVE; THENCE, NORTH 45°19'41" EAST, A DISTANCE OF 28.00 FEET;
THENCE, NORTH 06°15'45" WEST, A DISTANCE OF 142.29 FEET;
THENCE, SOUTH 72°23'41" WEST, A DISTANCE OF 334.43 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 773.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°20'00", A DISTANCE OF 274.32 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 87°16'19" WEST, A DISTANCE OF 469.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 395.00 FEET; THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 76°01'13", A DISTANCE OF 524.09 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 2286.86 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°36'24", A DISTANCE OF 702.73 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 575.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°37'22", A DISTANCE OF 267.18 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 27°31'18" EAST, A DISTANCE OF 435.57 FEET; THENCE, SOUTH 59°35'55" WEST, A DISTANCE OF 503.81 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 300.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°35'02", A DISTANCE OF 107.78 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 80°10'57" WEST, A DISTANCE OF 160.56 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 100.00 FEET; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 38°30'57", A DISTANCE OF 67.22 FEET

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PHONE: 407/848-2102 FAX 407/844-9659

TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE
SOUTHEASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE,
SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
115°22'41", A DISTANCE OF 402.75 FEET TO THE POINT OF REVERSE
CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF
100.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 36°31'04", A DISTANCE OF 63.74 FEET TO THE
POINT OF TANGENCY; THENCE, SOUTH 39°50'17" WEST, A DISTANCE OF
19.79 FEET; THENCE, NORTH 50°02'12" WEST, A DISTANCE OF 120.00
FEET; THENCE, SOUTH 41°38'21" WEST, A DISTANCE OF 149.90 FEET
TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS
OF 375.00 FEET; AND WHOSE RADIUS POINT BEARS NORTH 41°38'21"
EAST; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 22°33'42", A DISTANCE OF 147.67 FEET TO THE
END OF SAID CURVE; THENCE, NORTH 09°08'26" EAST, A DISTANCE OF
174.90 FEET; THENCE, NORTH 02°18'12" EAST, A DISTANCE OF 78.32
FEET; THENCE, NORTH 77°28'02" EAST, A DISTANCE OF 33.21 FEET;
THENCE, NORTH 14°19'36" EAST, A DISTANCE OF 49.63 FEET;
THENCE, NORTH 08°45'55" EAST, A DISTANCE OF 96.53 FEET;
THENCE, NORTH 14°59'07" EAST, A DISTANCE OF 23.30 FEET;
THENCE, NORTH 61°17'27" EAST, A DISTANCE OF 72.15 FEET TO A
POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1425.00
FEET AND WHOSE RADIUS POINT BEARS NORTH 72°32'15" WEST;
THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF
27°06'16", A DISTANCE OF 674.11 FEET TO THE END OF SAID CURVE;
THENCE, NORTH 70°30'16" EAST, A DISTANCE OF 144.77 FEET TO THE
POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A
RADIUS OF 285.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE,
THROUGH A CENTRAL ANGLE OF 82°02'12", A DISTANCE OF 408.07
FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE
EASTERLY, HAVING A RADIUS OF 200.00 FEET; THENCE, NORTHERLY
ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 21°25'04", A
DISTANCE OF 74.76 FEET TO THE POINT OF REVERSE CURVATURE OF A
CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 200.00 FEET;
THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 83°39'29", A DISTANCE OF 292.02 FEET TO THE END OF
SAID CURVE; THENCE, NORTH 58°42'05" WEST, A DISTANCE OF 219.86
FEET TO A POINT ON A CURVE CONCAVE SOUTHERLY, HAVING A RADIUS
OF 200.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 85°39'22"
WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL
ANGLE OF 172°25'11", A DISTANCE OF 601.86 FEET TO THE POINT OF
REVERSE CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS
OF 200.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A
CENTRAL ANGLE OF 20°21'51", A DISTANCE OF 71.08 FEET TO THE
POINT OF TANGENCY; THENCE, SOUTH 23°36'02" WEST, A DISTANCE OF
28.73 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE
EASTERLY, HAVING A RADIUS OF 550.00 FEET; THENCE, SOUTHERLY
ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 43°18'21", A
DISTANCE OF 415.71 FEET TO THE POINT OF TANGENCY; THENCE,
SOUTH 19°42'19" EAST, A DISTANCE OF 170.42 FEET TO THE POINT

OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1075.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°07'02", A DISTANCE OF 583.83 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 11°24'43" WEST, A DISTANCE OF 220.70 FEET; THENCE, SOUTH 78°35'17" EAST, A DISTANCE OF 150.00 FEET; THENCE, SOUTH 11°24'43" WEST, A DISTANCE OF 184.03 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 425.00 FEET; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°54'59", A DISTANCE OF 207.07 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 73°29'44" WEST, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 575.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 73°29'44" EAST; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 33°31'56", A DISTANCE OF 336.52 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 50°02'12" EAST, A DISTANCE OF 329.98 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 350.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°22'13", A DISTANCE OF 179.41 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 650.00 FEET; THENCE, SOUTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°01'13", A DISTANCE OF 68.30 FEET TO THE POINT OF TANGENCY; THENCE, SOUTH 26°41'12" EAST, A DISTANCE OF 145.54 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 290.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 48°36'14" EAST; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°57'57", A DISTANCE OF 126.36 FEET TO THE END OF SAID CURVE; THENCE, NORTH 67°15'27" EAST, A DISTANCE OF 130.86 FEET TO A POINT ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 24°54'05" WEST; THENCE, WESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 88°12'53", A DISTANCE OF 38.49 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 26°41'12" WEST, A DISTANCE OF 108.42 FEET; THENCE, NORTH 63°18'48" EAST, A DISTANCE OF 150.00 FEET; THENCE, NORTH 26°41'12" WEST, A DISTANCE OF 7.42 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 900.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°21'00", A DISTANCE OF 366.78 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 50°02'12" WEST, A DISTANCE OF 37.01 FEET; THENCE, NORTH 39°50'17" EAST, A DISTANCE OF 66.23 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 275.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°20'40", A DISTANCE OF 193.64 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 80°10'57" EAST, A DISTANCE OF 232.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 500.00 FEET; THENCE, EASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 01°27'33", A DISTANCE OF 12.73 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 30°24'05" EAST, A

DISTANCE OF 177.60 FEET; THENCE, NORTH 59°35'55" EAST, A DISTANCE OF 1307.77 FEET; TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 525.00 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 55°53'12", A DISTANCE OF 512.09 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 03°42'43" EAST, A DISTANCE OF 504.70 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1000.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°29'21", A DISTANCE OF 183.07 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 177.41 FEET; THENCE, NORTHEASTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 79°10'20", A DISTANCE OF 245.15 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 72°23'41" EAST, A DISTANCE OF 170.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 83.62 ACRES, MORE OR LESS.

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

Unofficial Copy



BENCH MARK LAND SURVEYING & MAPPING, INC.

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

LEGAL DESCRIPTION REMAINDER OF SINGLE FAMILY LOTS SOUTH OF PROPOSED HAMMOCK CREEK PLAT NO. 2

A PARCEL OF LAND LYING IN LOT 10, PLAT OF MILES OR HANSON GRANT, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 11, ALSO RECORDED IN PLAT BOOK B, PAGE 59, PUBLIC RECORDS OF DADE (NOW MARTIN) COUNTY, FLORIDA; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF SAID LOT 10; THENCE, SOUTH 12°39'35" WEST, A DISTANCE OF 2779.88 FEET FOR A POINT OF BEGINNING;

THENCE, SOUTH 75°29'13" WEST, A DISTANCE OF 150.00 FEET;
 THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 35.49 FEET;
 THENCE, SOUTH 75°29'13" WEST, A DISTANCE OF 200.00 FEET;
 THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 113.71 FEET;
 THENCE, NORTH 84°14'42" EAST, A DISTANCE OF 21.56 FEET;
 THENCE, NORTH 46°38'51" EAST, A DISTANCE OF 51.49 FEET;
 THENCE, SOUTH 80°15'46" EAST, A DISTANCE OF 91.67 FEET;
 THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 73.38 FEET;
 THENCE, SOUTH 74°38'25" WEST, A DISTANCE OF 133.84 FEET;
 THENCE, SOUTH 47°26'19" WEST, A DISTANCE OF 18.33 FEET;
 THENCE, SOUTH 14°30'47" EAST, A DISTANCE OF 141.05 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 27°56'07" EAST;
 THENCE, SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 56°40'32", A DISTANCE OF 544.05 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 84°36'40" EAST, A DISTANCE OF 150.00 FEET TO A POINT ON A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET AND WHOSE RADIUS POINT BEARS SOUTH 84°36'40" EAST; THENCE, SOUTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 14°23'59", A DISTANCE OF 100.53 FEET TO THE END OF SAID CURVE; THENCE, SOUTH 24°38'56" WEST, A DISTANCE OF 92.17 FEET; THENCE, SOUTH 06°51'29" EAST, A DISTANCE OF 122.99 FEET; THENCE, SOUTH 35°39'27" WEST, A DISTANCE OF 247.32 FEET; THENCE, SOUTH 31°37'15" EAST, A DISTANCE OF 254.41 FEET; THENCE, SOUTH 01°59'24" EAST, A DISTANCE OF 75.17 FEET; THENCE, NORTH 80°26'13" EAST, A DISTANCE OF 176.05 FEET; THENCE, NORTH 06°24'56" WEST, A DISTANCE OF 58.47 FEET; THENCE, NORTH 01°59'24" WEST, A DISTANCE OF 132.69 FEET; THENCE, SOUTH 77°54'38" EAST, A DISTANCE OF 106.82 FEET; THENCE, SOUTH 64°46'34" EAST, A DISTANCE OF 170.00 FEET; THENCE, NORTH 57°12'52" EAST, A DISTANCE OF 456.78 FEET TO A POINT ON A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 200.00 FEET AND WHOSE RADIUS POINT BEARS NORTH 08°49'14" EAST;

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OR BK 1 3 3 PG 3 3 3 PHONE: 407/848-2102 FAX 407/844-9659

THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 159°38'25", A DISTANCE OF 557.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 23°33'23", A DISTANCE OF 41.11 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 37°15'48" WEST, A DISTANCE OF 333.91 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1175.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°50'28", A DISTANCE OF 119.79 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 485.00 FEET; THENCE, NORTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°35'29", A DISTANCE OF 242.02 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 14°30'47" WEST, A DISTANCE OF 386.48 FEET TO THE POINT OF BEGINNING.

CONTAINING: 24.41 ACRES, MORE OR LESS.

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

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BENCH MARK LAND SURVEYING & MAPPING, INC.

MEMBER FLORIDA SOCIETY OF PROFESSIONAL LAND SURVEYORS

DESCRIPTION OF PROPOSED HAMMOCK CREEK EAST LYING EAST OF PROPOSED BERRY AVENUE

A PARCEL OF LAND LYING IN LOTS 9 AND 10, 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; ALSO RECORDED IN PLAT BOOK B, PAGE 59, PUBLIC RECORDS OF DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 9; THENCE, NORTH 65°55'39" EAST, ALONG THE NORTH LINE OF SAID LOT 9, A DISTANCE OF 1721.22 FEET TO THE NORTHEAST CORNER OF SAID LOT 9; THENCE, SOUTH 24°17'54" EAST, ALONG THE EAST LINE OF SAID LOT 9, A DISTANCE OF 2639.90 FEET; THENCE, SOUTH 65°55'25" WEST, ALONG THE SOUTH LINE OF THE NORTH 2640.00 FEET OF SAID LOT 9, A DISTANCE OF 1721.35 FEET TO THE INTERSECTION THEREOF WITH THE EAST LINE OF SAID LOT 10; THENCE, SOUTH 24°17'44" EAST, ALONG THE SAID EAST LINE OF LOT 10, A DISTANCE OF 1312.13 FEET; THENCE, SOUTH 66°01'18" WEST, ALONG THE SOUTH LINE OF THE NORTH HALF OF SAID LOT 10, A DISTANCE OF 1187.96 FEET; THENCE, NORTH 36°11'21" WEST, DEPARTING SAID SOUTH LINE OF THE NORTH HALF OF LOT 10, A DISTANCE OF 300.42 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5920.00 FEET; THENCE, NORTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 4°48'10", A DISTANCE OF 496.25 FEET TO THE END OF SAID CURVE; THENCE, NORTH 31°23'11" WEST, TANGENT TO THE PREVIOUS AND NEXT DESCRIBED CURVES, A DISTANCE OF 211.71 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1279.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°21'51", A DISTANCE OF 432.26 FEET TO THE END OF SAID CURVE; THENCE, NORTH 12°01'20" WEST, TANGENT TO THE PREVIOUS AND NEXT DESCRIBED CURVE A DISTANCE OF 122.61 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2465.00 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°47'35" A DISTANCE OF 421.33 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 4591.73 FEET; THENCE, NORTHERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°34'57", A DISTANCE OF 928.23 FEET TO THE END OF SAID CURVE; THENCE, NORTH 13°48'42" WEST, TANGENT TO THE PREVIOUS AND NEXT DESCRIBED CURVES, A DISTANCE OF 223.78 FEET TO THE POINT-OF-CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2465.00 FEET; THENCE, NORTHERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°55'14", A DISTANCE OF 598.89 FEET TO THE POINT OF TANGENCY; THENCE, NORTH 00°06'32" EAST, A DISTANCE OF 354.94 FEET TO THE INTERSECTION THEREOF WITH THE NORTH LINE OF SAID LOT 10; THENCE, NORTH 65°55'39" EAST, ALONG THE SAID NORTH LINE OF LOT 10, A DISTANCE OF 561.92 FEET TO THE POINT-OF-BEGINNING.

CONTAINING 203.49 ACRES MORE OR LESS.

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

OR BK 1 1 3 3 4152 W. BLUEHERON BLVD., SUITE 121 - RIVIERA BEACH, FLORIDA 33404
PAGE 335
PHONE: 407/848-2102 FAX 407/844-9659

HAMMOCK CREEK, PUD(r)
PRESERVE AREA MANAGEMENT PLAN

Unofficial Copy

Prepared By:	Urban Design Studio
Date Submitted:	October 1993
Revised:	February 1994
	March 1994
	July 1994
	August 1994
	September 1994
	October 1994

**PRESERVE AREA MANAGEMENT PLAN FOR
HAMMOCK CREEK, PUD(r)**

The following plan has been provided by the developers of Hammock Creek (formerly known as Florida Players Club and Palm Tree Golf Club), PUD(r) and approved by Martin County. This document is divided into two parts. Part I outlines the responsibilities of the residential and golf course developer, Palm Tree Golf Corp., Inc. It includes the initial environmental assessment of the site and the delineation of upland and wetland areas required to be set aside pursuant to the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan. Part II outlines the maintenance responsibilities of the Property Owners Association to be established in conjunction with final plat approval of the residential phases.

This management plan is required pursuant to the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan. Violation of the protective provisions of this plan, or failure to manage preserve areas as directed in this plan, may result in civil or administrative enforcement proceedings against the responsible person, corporation, association or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

PART I - DEVELOPERS' RESPONSIBILITIES

A. Site Data

The following includes information on site characteristics, listed species and the integration of the golf course into the existing wetland and upland habitats.

1. Vegetative Characteristics

The ±598 acre parcel is located south of CR-714 on the east side of High Meadows Avenue in Palm City/Martin County, Florida. As represented on the vegetative inventory, approximately 269 acres of the site have been previously farmed and no longer exhibit Pine Flatwood associations normally associated with the underlying soil types. These disturbed areas primarily consist of Brazilian Pepper, Wax Myrtle, pasture grasses and other opportunistic species normally associated with disturbed sites.

The balance of the site is composed of relatively undisturbed Pine Flatwood associations interspersed with approximately ±29 acres of non-forested freshwater wetlands commonly referred to as wet prairies. The proposed revised master plan is consistent with the currently approved Florida Players Club Master Plan which reflects preservation of all wetlands and 83.19 acres of upland preserves (27.7% of existing Pine Flatwood associations). No unique, rare or threatened native upland habitat occurs on the subject property.

The upland preserve areas indicated on the Hammock Creek Master Plan are representative of the natural plant associations normally associated with Pine Flatwoods and primarily include Slash Pine, with an understory of Gallberry, Wax Myrtle, Saw Palmetto, Pennyroyal and Wiregrass. A few Cabbage Palms can be found near many of the wetland areas. Exotic plant infestation (i.e. Brazilian Pepper) is minimal and easily managed.

Natural vegetation in the wetland preserve areas is typical of wet prairies and generally includes St. Johnswort, Hatpin, Redroot, Sand Cordgrass, Maidencane, ferns and various water tolerant sedges. All wetlands have been staked and surveyed.

The extent of exotic plant infestation is minimal and easily managed. Natural hydroperiods will be maintained by incorporating the wetlands into the project's surface water management plan in accordance with South Florida Water Management District regulations. In addition, the 25 foot upland transition zones surrounding the wetlands have been incorporated into larger preserve areas where possible, and shall be managed pursuant to the requirements of the Martin County Growth Management Plan.

2. Soil Characteristics

According to the Martin County soil survey, upland soils on the site primarily consist of Nettles sand, which are nearly level, poorly drained soil types typical in broad areas of Pine Flatwoods. Under normal conditions, the water table is at a depth of 10 to 40 inches for 4 to 6 months or more during most years. It is at a depth of less than 10 inches for 2 to 4 months during wet seasons. During extended dry periods the water table may recede to a depth of more than 40 inches.

Soils within the preserved wetland areas consist primarily of Nettles sand, depressional. Under normal conditions, these soils are ponded for 6 months or more in most years. In extended dry seasons, the water table can recede to a depth of 20 inches or more.

3. Listed Species

Pine Flatwood associations are common habitat types and therefore do not necessarily play a critical role in supporting populations of plant and animal species which are threatened by extinction. Notwithstanding, the site has been assessed by an environmental professional to determine the extent of protected species, if any. The following list of animal species is typically included in the assessment.

	<u>FG&FWFC</u>	<u>USFWS</u>
(B) Sandhill Crane (<i>Grus canadensis pratensis</i>)	T	
(B) Red Cockaded Woodpecker (<i>Picoides borealis</i>)	T	E
(R) Gopher Tortoise (<i>Gopherus polyphemus</i>)	SSC	C2
(M) Florida Mouse (<i>Podomys floridanus</i>)	SSC	C2
(A) Gopher Frog (<i>Rana capito aesopus</i>)	SSC	C2
(R) Easter Indio Snake (<i>Drymarchon corais couperi</i>)	T	T
(R) Florida Pine Snake (<i>Pituophis melanoleucus mugitus</i>)	SSC	C2
(R) Florida Scrub Lizard (<i>Sceloporus woodi</i>)		C2

T = Threatened

E = Endangered

C2 = Candidate for federal listing, lacking evidence to justify listing.

FG&FWFC = Florida Game & Fresh Water Fish Commission
USF&WS = United States Fish & Wildlife Service

(M) = Mammal
(B) = Bird
(R) = Reptile
(A) = Amphibian

Gopher Tortoise burrows were found on-site. Those burrows that fall in designated preserve areas shall be left undisturbed. Those individuals found in proposed developed areas (see above list) shall be relocated to suitable on-site preservation areas in accordance with Florida Game And Fresh Water Fish Commission regulations.

The utilization of the wetland and upland preserve areas by wildlife will be maintained and improved in conjunction with the site development plan. As required by the Martin County Comprehensive Growth Management Plan, the developer has agreed to eradicate and manage the encroachment of exotic vegetation, restore the natural hydroperiod of the wetland areas (to the extent technically feasible) and manage upland and wetland preserve areas in accordance with the guidelines set forth in the Preserve Area Management Plan. These management practices, coupled with the planting of littoral zone vegetation and lake upland buffers within and around constructed lakes, are intended to improve the potential utilization of these areas by various types of wildlife and to enhance the quality of the project.

B. Scope of Work

Initial implementation and subsequent management within Hammock Creek of all upland and wetland preserve areas and lakes will be the responsibility of the Hammock Creek Homeowners Association.

Prohibited activities in preserve areas include construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and any other activities detrimental to drainage, flood control, water conservation, erosion control, or wildlife habitat conservation or preservation.

Pursuant to the provisions of the Coastal and Conservation Elements of the Martin County Comprehensive Growth Management Plan the following management guidelines must be adhered to:

1. The natural hydroperiod of all wetland preserves must be preserved including revegetation of the wetland area and restoration of upland transition zones, if necessary.

2. All exotic vegetation (e.g. Brazilian pepper) must be removed manually without the use of heavy equipment. Remnant stumps must be treated with a contact herbicide to prevent regrowth.
3. Areas left significantly void of vegetation due to the removal of exotic vegetation or debris must be revegetated with appropriate native vegetation.
4. All trash and debris must be removed.
5. All required grade changes must be engineered so that any cut or fill will meet existing grade without encroaching into the preserve area.
6. Prior to the initial clearing phase, the developer is responsible for contacting a qualified individual to barricade preserve areas in accordance with the Growth Management Department's guidelines (see attached).
7. The actual locations of preserve area barricades, wetland crossovers, golf tees and greens must be field located during the initial clearing phase and inspected by the Martin County Environmental Planner to ensure minimal impacts to wetland or upland preserves.
8. All native trees and vegetation not located in areas to be developed must be preserved or relocated to the maximum extent possible.
9. Periodic site inspections by the Martin County Environmental Planner are required during construction and upon completion to ensure compliance with the specific conditions of this preserve area management plan. These will be coordinated with Hammock Creek.
10. Preserve areas which are not contiguous with golf course fairways shall be field located after survey and clearing of the center-line for road rights-of-way.
11. Building proposed to be located adjacent to preserve areas shall be set back a minimum of 10 feet to allow for construction and maintenance without encroaching into the preserve. All construction (i.e. roads, driveways, pools, sheds, decks, etc.) shall be set back a minimum of 5 feet.
12. All lakes must be maintained in accordance with the lake littoral zone and upland buffer planting plans approved by Martin County and the South Florida Water Management District (SFWMD). The use of chemical herbicides or pesticides within the water body is prohibited unless otherwise approved by Martin County in consultation with the SFWMD.

13. To ensure maintenance of the wetlands' natural hydroperiod the developer shall incorporate these areas into the project's surface water management plan approved by the SFWMD. Violation of the SFWMD's permit conditions shall constitute violation of this preserve area management plan.
14. In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise significantly dependent upon the Hammock Creek property, the Developer shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Game and Fresh Water Fish Commission and the U.S. Fish and Wildlife Service. Construction may resume when proper protection, to the satisfaction of all agencies, is provided by the Developer.
15. Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan through any available administrative or civil proceeding which may result in penalties, appropriate revegetation and other remedies as against any person, corporation or other entity in violation of any of the provisions of the preserve area management plan.
16. The Preserve Area Management Plan may not be revised without written approval from Martin County and the South Florida Water Management District.

C. Barricading

It is the responsibility of the Developer to appropriately barricade all preserve areas pursuant to Martin County Growth Management Department's guidelines (see attached).

D. Transfer of Responsibilities

At such time as the developer is prepared to transfer control and management of preserve areas to the property owners, whether he retains ownership of property within the PUD or not, an environmental professional shall certify, in writing, that the preservation areas are in full compliance with this plan. Copy of written certification shall be provided to the Martin County Growth Management Department.

The developer will be responsible for all requirements of Part II of the Preserve Area Management Plan until such time as he transfers responsibility to the property owners. Developer will pay his share of total cost of management activities or fines on a per lot basis if he retains ownership of lots.

**PART II - RESPONSIBILITIES OF THE
PROPERTY OWNERS ASSOCIATION**
(Please refer to Part I, A. Site Data, for site
conditions prior to construction activities)

A. Prohibited Activities

Prohibited activities in preserve areas include construction or placing of building materials on or above the ground, dumping or placing soil or other substances such as garbage, trash and cuttings; removal or destruction of native trees, shrubs or groundcovers; excavation, dredging or removal of soil materials; diking or fencing; recreational vehicle use; and any other activities detrimental to drainage, flood control, water conservation; erosion control, or wildlife habitat conservation or preservation.

B. Management And Maintenance Of The Upland And Wetland Preservation Areas And Lake Littoral Zones

The management and maintenance of the upland and wetland preserve areas and lake littoral zones must be in accordance with this plan. Management and maintenance activities must be performed by, or under the supervision of, a qualified environmental professional. Any other management or maintenance activity not specifically outlined in this plan must be approved by the Martin County Growth Management Department prior to the commencement of activities.

1. Exotic Vegetation Removal

All preservation areas will be periodically evaluated (at least once per year) to assess the extent of exotic vegetation encroachment. Exotic vegetation includes, but is not limited to, Brazilian Pepper, Australian Pine and Melaleuca. It is the responsibility of the Hammock Creek Homeowners Association to maintain the upland and wetland preserve areas free of exotic vegetation encroachment.

2. Setbacks

Building proposed to be located adjacent to preserve areas must be set back a minimum of ten (10) feet to allow for construction and maintenance without encroaching into the preserve. All other structures (i.e. pools, sheds, decks, etc.) shall be set back a minimum of five (5) feet from preserve areas.

3. Preserve Area Augmentation

Volunteer planting and limited trimming of native vegetation (for safety purposes, only) within upland and wetland preserve areas by the association is permitted subject to the following conditions:

- a. The association must contact the Growth Management Department for approval prior to any trimming activities or installation of plant material;
- b. The work must be performed by, or under the supervision of, a qualified environmental professional;
- c. No native vegetation may be removed or destroyed; and
- d. Vegetation used for augmentation is limited to the following species:

Shrubs/Groundcovers

Saw Palmetto (*Serenoa repens*)
Gallberry (*Ilex glabra*)
Wax Myrtle (*Myrica cerifera*)
Dwarf Lantana (*Lantana depressa*)
Fetterbush (*Lyonia lucida*)
Tarflower (*Befaria racemosa*)
Wiregrass (*Aristida spp.*)

Trees

Live Oak (*Quercus virginiana*)
Cabbage Palm (*Sabal palmetto*)
Slash Pine (*Pinus elliottii*)
Dahoon Holly (*Ilex cassine*)
Myrsine (*Myrsine floridana*)

NOTE: Additional plant species may be proposed subject to prior approval from the Growth Management Department.

4. Gopher Tortoise Protection

Tortoises with burrows located outside of preserve areas will be relocated to preserve areas in accordance with Florida Game & Fresh Water Commission regulations.

5. Martin County Enforcement Provisions

Martin County shall have the right to enforce the provisions of the Preserve Area Management Plan. Violation of the protective provisions of this plan, or failure to manage preserve areas as directed in this plan, may result in civil or administrative enforcement proceedings against the responsible person, corporation, association, or other entity. Violations may result in the imposition of fines, restoration, mitigation, or other injunctive orders.

6. Monitoring

The hydrology and vegetative composition of each of the wetland areas will be monitored for five years. Prior to the commencement of construction, baseline monitoring will be conducted. The baseline monitoring report will include a vegetation survey of each wetland with the dominant species documented and panoramic photographs of the existing conditions. Thereafter, on an annual basis, panoramic photographs will document the condition of the wetlands.

Staff gauges will also be installed in the deepest portion of each wetland and water elevations recorded on a monthly basis. The annual tabulated water elevation monitoring data will be included in the annual monitoring report.

The wetland areas and upland compensation areas will be maintained free of exotic vegetation and nuisance vegetation will be maintained at a maximum of 10% of the total vegetation coverage in each wetland. Exotic vegetation will be initially removed by hand (chainsaws, hand pulling of seedlings, chemical treatment of stumps with appropriately labeled herbicides). All vegetation debris will be removed from the preserve areas and disposed of in accordance with local codes.

The preserve areas within the project will be inspected on a regular basis and exotic/nuisance vegetation maintenance performed as necessary to keep the preserve areas within the limits outlined above.

The following schedule will be adhered to regarding the above monitoring and maintenance plan:

Establishment of Photo Stations and Staff Gauges in Wetlands	November 30, 1994
Baseline Monitoring	November 30, 1994
Exotic Vegetation Removal	March 1, 1995
First Annual Monitoring Report	November 30, 1995
Second Annual Monitoring Report	November 30, 1996
Third Annual Monitoring Report	November 30, 1997
Fourth Annual Monitoring Report	November 30, 1998
Fifth Annual Monitoring Report	November 30, 1999

Copies of all monitoring results shall be forwarded to Martin County Growth Management Department throughout term of monitoring requirement.

GUIDELINES FOR BARRICADING PRESERVATION AREAS

The following guidelines are provided for applicants and contractors to assist in the proper barricading of preservation areas:

1. All preserve areas must be barricaded according to the approved site plan prior to any clearing of the site or phase.
2. An inspection of the barricades must be conducted by the Martin County Environmental Planner prior to any clearing of the site or phase.
3. Barricades must be constructed in the following manner:

ROPE: ¼" diameter minimum, nylon or poly, yellow or orange.

POLES: 2 x 2, 2 x 4, iron rebar, PVC pipe, or other materials with prior approval of Environmental Planner.

- A. The rope must be a minimum of four feet off the ground.
 - B. Rope may not be attached to vegetation.
 - C. Lathe strips and surveyor ribbon are not acceptable.
 - D. All barricades must be maintained intact for the duration of construction.
 - E. Materials are not permitted to be stored in Preserve Areas (building and construction materials, debris, etc.).
 - F. Fill is not allowed to encroach into Preserve Areas.
4. Where areas are proposed for clearing (i.e. building envelope, utilities and drainage, road R.O.W., etc.), the barricades must be offset at least ten feet outside the preserve area or placed at the dripline of the canopy trees, whichever is greater.
 5. Individual trees or group of vegetation that are to be saved for landscape credit requirements are to be barricaded according to the guidelines.
 6. All native vegetation which is not located in areas requiring their removal as part of the development plans shall be retained in their undisturbed state.
 7. Advisory or warning signage must be provided (i.e. KEEP OUT, etc.).

Failure to comply with these guidelines will be considered a violation of site plan approval. Further work on the project may be stopped until compliance with the barricade guidelines is achieved, and the applicant/developer may be brought before the Code Enforcement Board or the Environmental Control Hearing Board.

CONTRACTORS PLEASE NOTE:

It is recommended that you become familiar with these guidelines. Violation of these guidelines and damage to, or destruction of Preservation Areas will be noted. Appropriate action will be taken for those contractors who violate the barricade guidelines.

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