

STUART WEST
REVISED EXHIBIT "B"
OWNERSHIP CERTIFICATION

We, Security Title and Guaranty Company, hereby certify that
apparent record title to the property described in Exhibit "1"
attached hereto and made a part hereof, also known as Phase 4 of the
Stuart West PUD(r), as of 10/12, 1988, at 8:00 a.m.,
is in the ownership of 714 Stuart Associates, a Florida general
partnership.

Dated this 19th day of October, 1988.

SECURITY TITLE AND GUARANTY COMPANY

BY: John Wilson
John Wilson, Manager
2063 Main Street
Sarasota, Florida 34237
(813) 954-1721

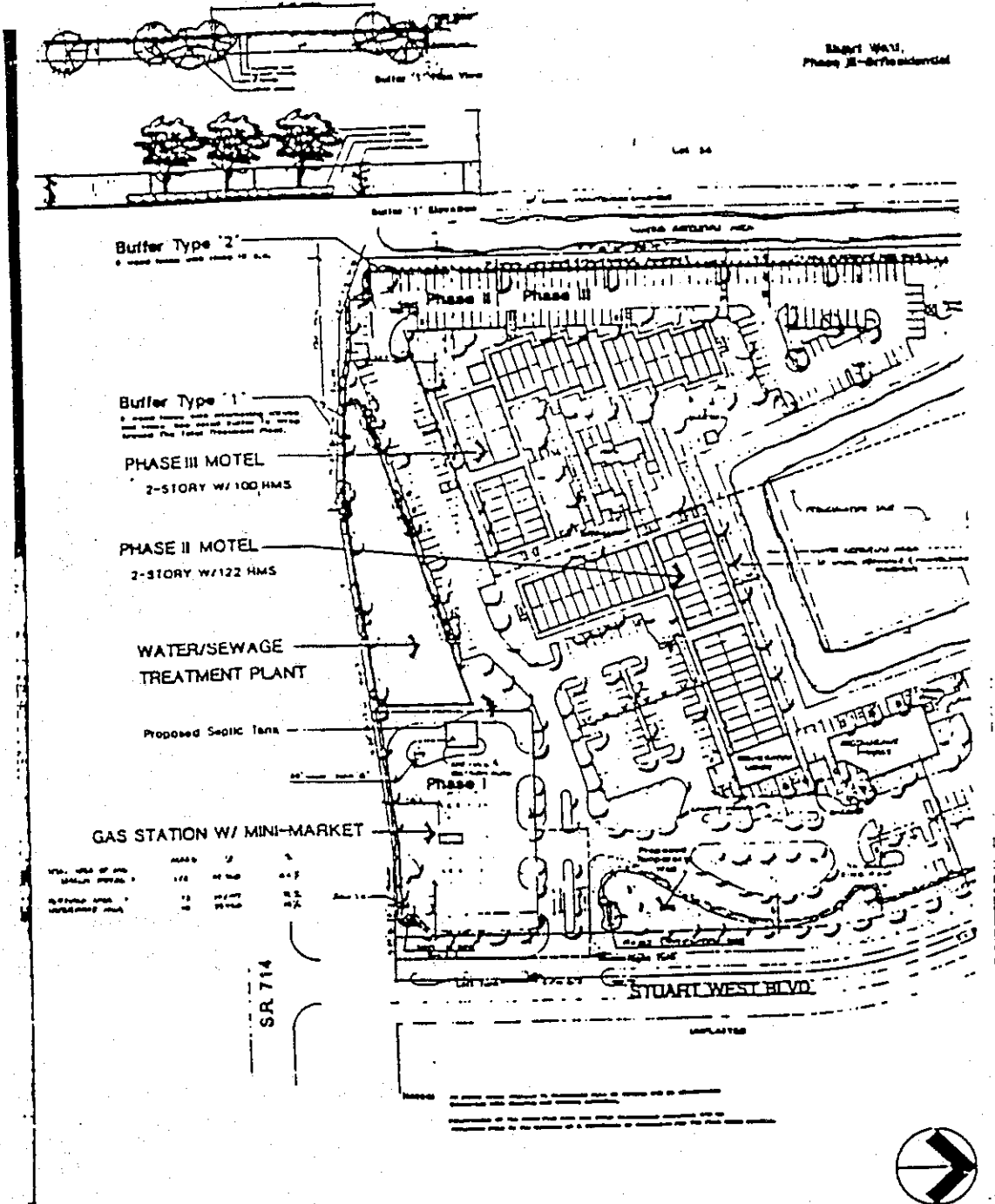
EXHIBIT "1"

A parcel of land lying in Section 13, Township 38 South, Range 19 East, Martin County, Florida. Said parcel being more particularly described as follows:

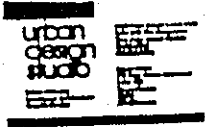
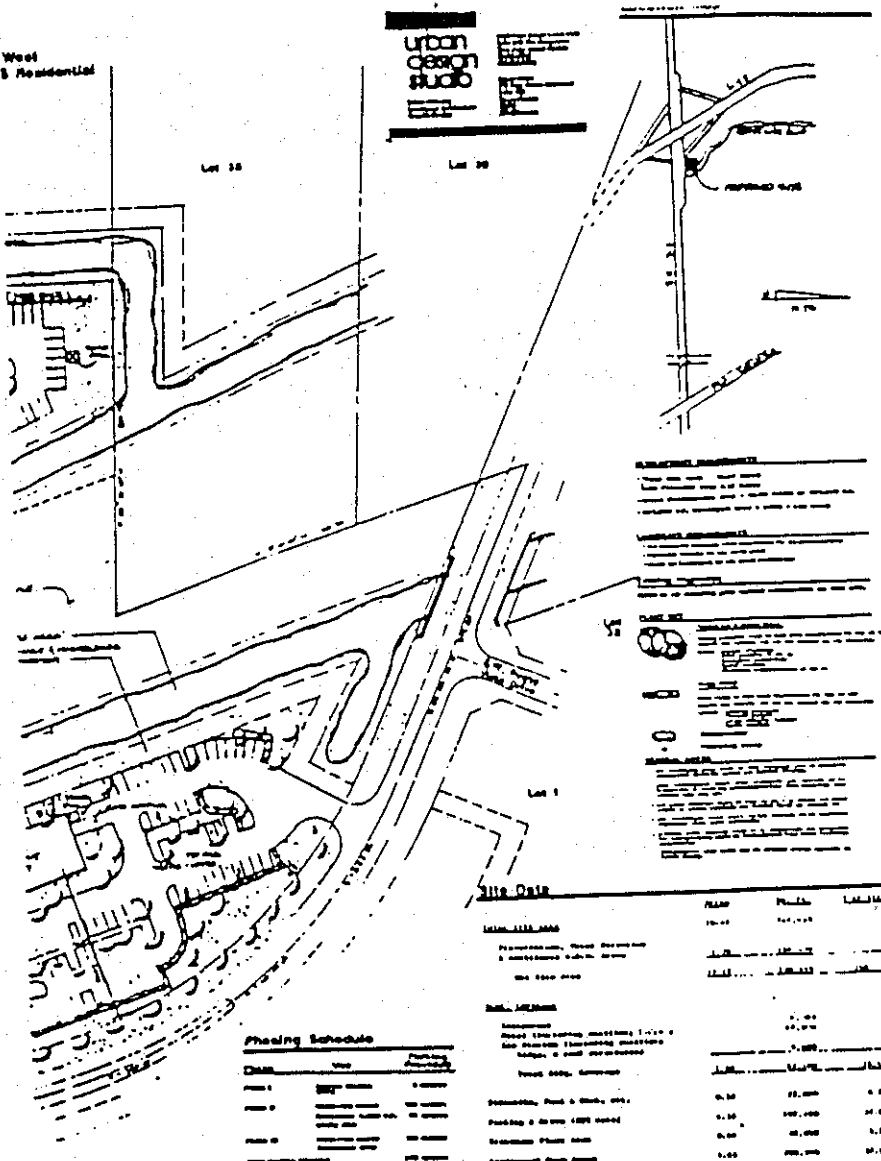
From the Southeast corner of said Section 13, bear N 00°06'36" W, along the East line of said Section 13, a distance of 185.94 feet to a point in the North right-of-way line of State Road 714; thence N 89°50'28" W, along said North right-of-way line, a distance of 50.00 feet to a point in the centerline of the proposed relocation of S.W. Stuart West Boulevard, and the POINT OF BEGINNING of the herein described parcel of land; thence continue along said North right-of-way line, N 89°50'28" W, a distance of 150.06 feet; thence S 82°21'47" W, a distance of 410.71 feet to a point in the proposed Easterly right-of-way line of Interstate 95, as shown on plans of Department of Transportation, project no. 89095-1406, (revised 7-7-82), by Reynolds, Smith and Hills; thence N 87°20'39" W along said Easterly right-of-way line, a distance of 216.45 feet; thence N 69°17'13" W, a distance of 74.33 feet; thence leaving said Easterly right-of-way line, N 00°06'36" W, a distance of 695.47 feet; thence S 88°30'00" E, a distance of 140.12 feet; thence N 18°00'00" W, a distance of 444.39 feet to a point in the centerline of the proposed relocation of S.W. Stuart West Boulevard; thence along said centerline, S 66°06'36" E, a distance of 342.80 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 350.00 feet; thence Southeasterly, along the arc of said curve, through a central angle of 66°00'00", a distance of 633.56 feet to the point of tangency of said curve; thence S 00°06'36" E, a distance of 450.95 feet to the POINT OF BEGINNING of the herein described parcel of land.

Containing 16.472 acres, more or less.

STUART WEST
EXHIBIT "D-3"
PRELIMINARY DEVELOPMENT PLAN



West
Residential



Site Data

Item	Value	Unit
Lot Area	10,000	Sq. Ft.
Building Area	5,000	Sq. Ft.
Parking Area	2,000	Sq. Ft.
Site Area	17,000	Sq. Ft.

Phasing Schedule

Phase	Description	Start Date	End Date
1	Site Preparation	1/1/60	3/31/60
2	Foundation & Framing	4/1/60	6/30/60
3	Roofing & Exterior	7/1/60	9/30/60
4	Interior Finishes	10/1/60	12/31/60

Cost Summary

Category	Estimated Cost	Actual Cost
Construction	\$1,000,000	\$950,000
Professional Fees	\$100,000	\$100,000
Permits & Fees	\$50,000	\$50,000
Contingency	\$200,000	\$200,000
Total	\$1,350,000	\$1,300,000



Revised Preliminary Site Plan
 Scale 1"=40'
 Date: 1/15/60
 Author: [Name]
 Title: [Title]

PROPOSED PROJECT: HOTEL/RESTAURANT
 LOCATION: STUART WEST, MARTIN COUNTY, FLORIDA
 CLIENT: [Name]
 ARCHITECT: [Name]

AI
 ARCHITECTS INCORPORATED
 4104
 7-19-60

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**MOTEL/RESTAURANT
 AT STUART WEST
 MARTIN COUNTY FLORIDA**

STUART WEST
REVISED EXHIBIT "E"
TIMETABLE OF DEVELOPMENT

Phase 1: Completed.

Phase 2: Final Development Plan approval will be obtained by December 1, 1982, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 3a: Final Development Plan approval will be obtained by December 6, 1984, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 3b: Final Development Plan approval will be obtained by December 1, 1987, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 4

Phase 4 will be constructed in three (3) subphases in accordance with the Preliminary Development Plan, a reduced copy of which is attached hereto and made a part hereof as Exhibit "D-3". The subphases to be constructed and the time period within which final development plan approval of each subphase must be obtained and completed is as follows:

SUBPHASE	DATE OF FINAL DEVELOPMENT PLAN APPROVAL	DATE OF COMPLETION	PHASE TO BE CONSTRUCTED
I	May, 1989	November, 1990	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Gas station with mini-market. Entryway including right and left turn lanes.

Permits must be sought with respect to the above by November, 1989. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

<u>SUBPHASE</u>	<u>DATE OF FINAL DEVELOPMENT PLAN APPROVAL</u>	<u>DATE OF COMPLETION</u>	<u>PHASE TO BE CONSTRUCTED</u>
II	May, 1990	May, 1992	<p>Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area.</p> <p>Motel with 122 rooms.</p> <p>Utility site.</p>

Permits must be sought with respect to the above by November, 1990. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

III	May, 1991	November, 1993	<p>Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area.</p> <p>Motel with 100 rooms.</p>
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Permits must be sought with respect to the above by November, 1991. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

STUART WEST
REVISED EXHIBIT "F"
CONDITIONS AND REQUIREMENTS

1. I-95 - Developer is placed on notice that I-95 may affect a portion of this project and must be addressed prior to final plat approval for any phase affected by I-95 requirements.
2. School Impact - In the event the County adopts a school impact fee or assessment ordinance applicable to Stuart West, the Developer agrees to abide by the terms and conditions of said impact fee ordinance.
3. Signage - During the construction, sale and promotion of any and all phases of Stuart West, including the commercial areas, the Developer shall have the right to place signs for the sale and promotion of the project upon the lands included within the project at such locations as the Developer deems appropriate after having received approval of the Director of the Planning and Zoning Department of Martin County, Florida. All such signs shall be removed within one (1) year of the issuance of a certificate of occupancy for the last unit to be completed. The Developer shall likewise be authorized to place such necessary signs for the direction and control of traffic, parking and identification and location of amenities, improvements and areas within the subject project and property as it shall deem appropriate after having received approval of the Director of the Planning and Zoning Department of Martin County, Florida.
4. Temporary Sales Office - The Developer may establish and maintain on the property a sales office of either pre-manufactured home or trailer during the period that the property is being developed and until one (1) year following the issuance of the last certificate of occupancy for a unit after approval of the Director of the Planning and Zoning Department of Martin County, Florida.
5. Easements - Developer agrees that cross easements between Melvin I. Muroff, Trustee, and Gloria Muroff, Trustee, for a forty (40) foot easement will be recorded prior to the recording of this P.U.D. Agreement.
6. Easements - Developer covenants and agrees to assign the forty (40) foot right-of-way easement granted from Melvin I. Muroff, Trustee, to Developer to the Stuart West Property Owners' Association, Inc.
7. Easements - Developer covenants and agrees that the forty (40) foot right-of-way easement from Melvin I. Muroff, Trustee, to Gloria Muroff, Trustee, will be shown on the plat of Stuart West, Phase 1, with appropriate book and page recorded thereon.
8. Commercial Area - Uses Permitted, Size and Dimension Criteria - Owner agrees that all buildings, structures and uses within the commercial area shown as Phase 4 of Stuart West shall conform with the height, site area, setback requirements and uses of the PUD(c) Zoning Sub-District, including, however, hotel-motel use, as set out in Division 3 of Article XXXVIA, Code of Laws and Ordinances of Martin County, Florida.

9. Access - Developer agrees that there will be no direct access permitted from State Road 714 to the commercial area or any of the residential lots.
10. Lot Splits - Developer agrees that no lot splits shall be permitted except to create larger lots.
11. Residential Area - Uses Permitted, Size and Dimension Criteria - Developer agrees that all buildings and structures within the residential area, to include the following uses: private guest house, servants' quarters, private stable, breeding stable, private greenhouse, and accessory buildings for private use only in connection with or as an adjunct to a private dwelling already on the premises, as defined in the Code of Laws and Ordinances of Martin County, Florida, shall conform with the height, site area and setback requirements of the E-1, Estates and Suburban Homes District, as found in the Martin County Zoning Regulations.
12. Switching Station - Developer and County agree to allow construction by the Indiantown Telephone System, Inc. of a switching station on Phase 3a of Stuart West in accordance with the final development plan for said phase to be approved by the County.
13. Commercial Area Signage - On the Stuart West Phase 4 site plan as approved, a thirty-five (35) foot high sign is shown on the southwest corner of said site plan, a copy of which is attached as Exhibit "D-2" to the Seventh P.U.D. Amendment recorded in Official Records Book 624 beginning at Page 1666 of the Public Records of Martin County, Florida. County agrees that when I-95 is opened past the State Road 714 exit, that if D.O.T. refuses to allow the placement of logos and/or signs indicating the existence of a gasoline station facility at the State Road 714 exit, Owner will be allowed at its expense to increase the height of said sign to one hundred (100) feet with a facing not to exceed three hundred (300) square feet.
14. Models - Developer will be allowed to construct models on the Stuart West property prior to receiving final development plan approval for the site upon which the models are located, and after approval by the Community Development and Public Works Departments. It is understood and agreed that Developer is acting at its own risk and County shall bear no responsibility, duty or liability regarding such models.
15. Water and Wastewater -
- A. Owner intends to provide temporary water and wastewater service to Subphase I of Phase 4 by way of an individual well and septic system. Phase 4 will be developed with an interim potable water and wastewater system pursuant to the provisions of the County's interim water and wastewater ordinances, said system to be constructed as part of Subphase II, at which time the temporary facilities will be dismantled and Subphase I will connect to the interim facilities. The Owner will enter into an agreement with County to connect to a major water and wastewater system pursuant to said ordinances at time of final development plan approval of Subphase I. All plats of the property within Phase 4 shall contain a note indicating the requirement to connect to a major water and wastewater system.

B. Prior to final development plan approval of Subphase II of Phase 4 of Stuart West, Owner shall use its best efforts to negotiate an agreement with the developers of the Norfield and C.R. 714 projects to jointly provide wastewater and potable water service to the three projects.

16. EMS Communication Equipment - In order to provide the County with funds to acquire a multi-channel V.H.F. 12 watt APCOR Telemetry Unit to provide radio communication for County's emergency medical services, Owner agrees to pay at the time of building permit approval of Phase 4, Subphase I, all fire/EMS impact fees for all uses included in the commercial phase.

FILED
FEB 5 1989
89 FEB - 5 PM 2:33
BY
CLERK
COURT
N.C.

RECORDED

TENTH AMENDMENT TO STUART WEST
 PLANNED UNIT DEVELOPMENT ZONING AGREEMENT BETWEEN
 THE CORNERSTONE GROUP, STUART WEST PROPERTY OWNERS'
 ASSOCIATION, INC., 714 STUART ASSOCIATES AND MARTIN COUNTY

802280

THIS AGREEMENT, made and entered into this 12th Day of September, 1989, by and between THE CORNERSTONE GROUP, a Florida general partnership, as successor in title and interest to Gloria Muroff, Trustee, hereinafter referred to as "DEVELOPER", STUART WEST PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "ASSOCIATION", 714 STUART ASSOCIATES, a Florida general partnership, hereinafter referred to as "OWNER", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, after appropriate notice, public hearing and approval, Gloria Muroff, Trustee, Association and County on or about the 12th day of August, 1980, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "STUART WEST", which Agreement is recorded in Official Records Book 503 beginning at Page 1533 of the Public Records of Martin County, Florida, which Agreement as amended from time to time, is hereinafter referred to as the "STUART WEST P.U.D. AGREEMENT"; and,

WHEREAS, 714 Stuart Associates, a Florida general partnership, has acquired all the right, title and interest to the property which is the subject of Phase 4 of the Stuart West P.U.D. Agreement as reflected in the previous Amendment; and,

WHEREAS, after appropriate notice, hearing and approval, Developer, Association, Owner and County desire to further amend the Stuart West P.U.D. Agreement to allow revisions to Exhibit "D", Preliminary Development Plan, and Exhibit "E", Timetable of Development, of said Agreement;

NOW, THEREFORE, it is agreed between Developer, Association, Owner and County as follows:

1. The Stuart West P.U.D. Agreement and all its exhibits are hereby amended to reflect the following revisions:

A. The Preliminary Development Plan for Phase 4 is amended to correct the phasing line for Subphase I of Phase 4 in accordance with Exhibit "D-4", a reduced copy of which is attached hereto and made a part hereof.

B. The Timetable of Development is amended to reflect an extension of the time for obtaining final development plan approval for Subphase I of Phase 4 by six months from May, 1989, to November, 1989, and extension of the time for completion by six months from November, 1990, to May, 1991, in accordance with revised Exhibit "E" attached hereto and made a part hereof.

2. All the terms and conditions of the Stuart West P.U.D. Agreement and Amendments thereto which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written. The date of this Amendment shall be the date on which this Amendment was approved by the Board of County Commissioners of Martin County, Florida.

Signed, sealed and delivered
in the presence of:

Barbara C. [unclear]
Alan [unclear]

THE CORNERSTONE GROUP
a Florida general partnership

BY: *John R. Thompson*
John R. Thompson
Managing Partner

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John R. Tompson, Managing Partner of The Cornerstone Group, a Florida general partnership, to me known to be the person described herein and who executed the foregoing, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned and the said instrument is the act and deed of said general partnership

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1989.

(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires:

Notary Public, State of Florida at Large
MY Commission Expires March 3, 1991
Bonded thru Huckleberry & Associates

"DEVELOPER"

Signed, sealed and delivered in the presence:

[Signature]
[Signature]

STUART WEST PROPERTY OWNERS' ASSOCIATION, INC. a Florida corporation not for profit

BY: *[Signature]*
John R. Tompson, President

(CORPORATE SEAL.)

STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John R. Tompson, President of Stuart West Property Owners' Association, Inc., a Florida corporation not for profit, to me known to be the person described herein and who executed the foregoing, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of September, 1989.

(NOTARIAL SEAL)

[Signature]
Notary Public

My commission expires:

"ASSOCIATION"

Notary Public, State of Florida at Large
MY Commission Expires March 3, 1991
Bonded thru Huckleberry & Associates

Signed, sealed and delivered
in the presence of:

Alma C. Stant

714 STUART ASSOCIATES, a Florida
general partnership

BY: Lawrence B. Schwartz
Managing General Partner

STATE OF CONNECTICUT

ss: BRIDGEPORT

October 16, 1989

COUNTY OF FAIRFIELD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Lawrence B. Schwartz, Managing General Partner of 714 Stuart Associates, a Florida general partnership, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of October, 1989.

(NOTARIAL SEAL)

Notary Public

My commission expires: 1/1/90

"OWNER"

ATTEST:

Marsha Stiller by JAS
Marsha Stiller, Clerk

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: Frank A. Wacha, Chairman

APPROVED AS TO FORM AND CORRECTNESS:

Richard Appicello
Richard Appicello
Assistant County Attorney

"COUNTY"

STUART WEST

EXHIBIT "D-4"

PRELIMINARY DEVELOPMENT PLAN

Stuart V
Phase III-B



Buffer Type '2'
3 wood trees with shrubs to s.p.

Buffer Type '1'
3 wood trees with screening shrubs and vines. See Detail Buffer To Wrap Around The Total Treatment Plant.

PHASE III MOTEL
2-STORY W/ 100 RMS

PHASE II MOTEL
2-STORY W/ 122 RMS

WATER/SEWAGE
TREATMENT PLANT

Proposed Septic Tank

GAS STATION W/ MINI MARKET

	ACRES	SF	%
TOTAL AREA OF THIS DEVELOPMENT	170	43,560	100%
REPAVED AND IMPROVED AREA	11	27,744	64%

S.R. 714/
S.W. Martin
Highway

S.W. STUART WEST BLVD.

UNPLATTED

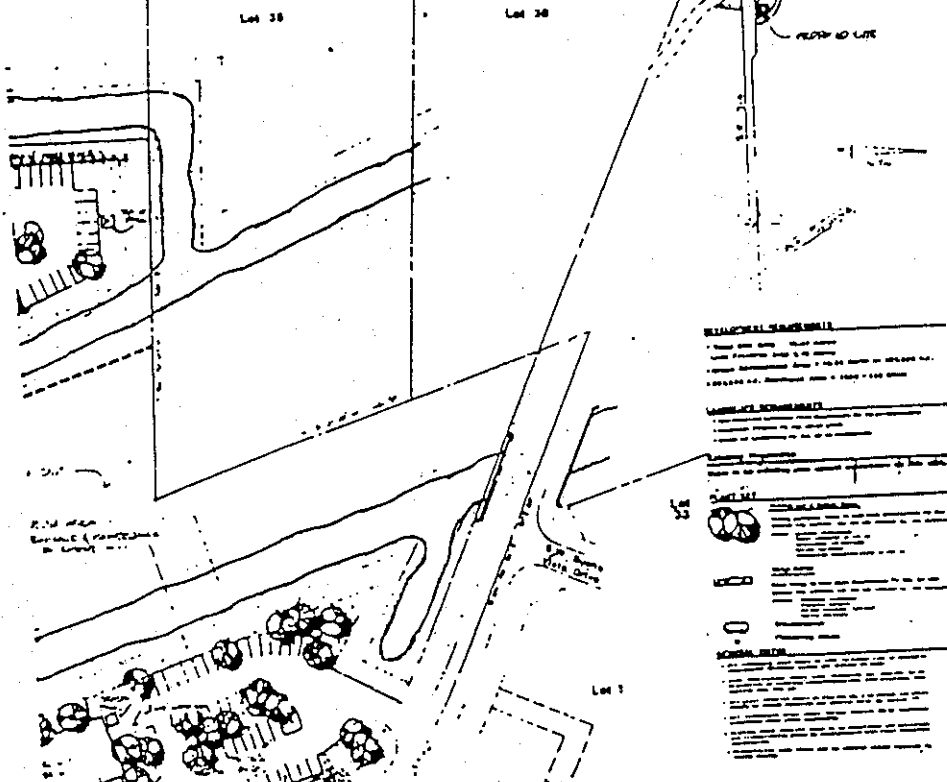
NOTE: All buffer areas shown on this plan are to be planted with trees and shrubs as shown on the site plan and the planting schedule.

Information on the land that this plan is being submitted for is the responsibility of the applicant and the applicant is responsible for the accuracy of the information provided on this plan.

St. West,
M-8 Residential

Urban design studio

Location Map



MATERIAL SCHEDULE

1. Concrete for foundation, walls, and floors
2. Brick for exterior walls
3. Asphalt for parking and driveway
4. Gravel for parking and driveway
5. Sand for leveling
6. Topsoil for landscaping

LANDSCAPE SCHEDULE

1. Planting trees and shrubs
2. Planting lawn
3. Planting ground cover
4. Planting flowers

FINISH SCHEDULE

1. Interior wall finish
2. Interior floor finish
3. Exterior wall finish
4. Exterior floor finish

MECHANICAL SCHEDULE

1. Heating and cooling system
2. Water supply system
3. Sewer and drainage system
4. Electrical system

PAINT SCHEDULE

1. Interior wall paint
2. Exterior wall paint
3. Floor paint

UTILITIES SCHEDULE

1. Water supply
2. Sewer and drainage
3. Electrical
4. Gas

Site Data

TOTAL SITE COST

Preparation, utility relocation & additional R.M. items \$1,120
Net Site Cost \$12,172

BASE COSTS

Restroom 1,100
Base structure including auxiliary blocks & site work including auxiliary blocks & roof structure 44,300
Total Base Cost 45,400

Roof Siding, Corrospan 1,150
Elevation, Pool & Deck, etc. 6,270
Fencing & Gates 1225 corner 10,100
Treatment Flood Area 20,000
Landscape Open Space 27,500

UTILITIES COST

Water 200
Sewer/Drainage 200
Gas 200

Excess Parking = 66 spaces
* Parking Area includes 7 landscape spaces

1972	1973	1974	1975
12,172	12,172	12,172	12,172

Phasing Schedule

Phase	Year	Project
1	1972	Site Preparation
2	1973	Restroom & Base Structure
3	1974	Roof Siding & Elevation
4	1975	Final Landscaping & Utilities

Notes:
1. All work to be completed by 1975.
2. Phasing schedule subject to change.



Scale 1"=40'

Urban design studio

PROPOSAL FOR ARCHITECTS SERVICES

Project: Motel/Restaurant at Stuart West
Site: 110-114
Date: 1-10-64
Architect: [Name]

PROPOSAL FOR ARCHITECTS SERVICES

Project: Motel/Restaurant at Stuart West
Site: 110-114
Date: 1-10-64
Architect: [Name]

MOTEL/RESTAURANT
at STUART WEST

STUART WEST
REVISED EXHIBIT "E"
TIMETABLE OF DEVELOPMENT

Phase 1: Completed.

Phase 2: Final Development Plan approval will be obtained by December 1, 1982, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 3a: Final Development Plan approval will be obtained by December 6, 1984, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 3b: Final Development Plan approval will be obtained by December 1, 1987, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 4

Phase 4 will be constructed in three (3) subphases in accordance with the Preliminary Development Plan, a reduced copy of which is attached hereto as Exhibit "D-4" and made a part hereof. The subphases to be constructed and the time period within which final development plan approval of each subphase must be obtained and completed is as follows:

SUBPHASE	DATE OF FINAL DEVELOPMENT PLAN APPROVAL	DATE OF COMPLETION	PHASE TO BE CONSTRUCTED
1	November, 1989	May, 1991	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Gas station with mini-market. Entryway including right and left turn lanes

Permits must be sought with respect to the above by May, 1990. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

SUBPHASE	DATE OF FINAL DEVELOPMENT PLAN APPROVAL	DATE OF COMPLETION	PHASE TO BE CONSTRUCTED
II	May, 1990	May, 1992	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Motel with 122 rooms. Utility site.

Permits must be sought with respect to the above by November, 1990. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

III	May, 1991	November, 1993	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Motel with 100 rooms.
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Permits must be sought with respect to the above by November, 1991. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

RECEIVED ALL: 30
EM

822710

ELEVENTH AMENDMENT TO STUART WEST
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT BETWEEN
THE CORNERSTONE GROUP, STUART WEST PROPERTY OWNERS'
ASSOCIATION, INC., 714 STUART ASSOCIATES AND MARTIN COUNTY

THIS AGREEMENT, made and entered into this 9th day of January, 90 1990, by and between THE CORNERSTONE GROUP, a Florida general partnership, as successor in title and interest to Gloria Muroff, Trustee, hereinafter referred to as "DEVELOPER", STUART WEST PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "ASSOCIATION", 714 STUART ASSOCIATES, a Florida general partnership, hereinafter referred to as "OWNER", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, after appropriate notice, public hearing and approval, Gloria Muroff, Trustee, Association and County on or about the 12th day of August, 1980, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "STUART WEST", which Agreement is recorded in Official Records Book 503 beginning at Page 1533 of the Public Records of Martin County, Florida, which Agreement as amended from time to time, is hereinafter referred to as the "STUART WEST P.U.D. AGREEMENT"; and,

WHEREAS, 714 Stuart Associates, a Florida general partnership, has acquired all the right, title and interest to the property which is the subject of Phase 4 of the Stuart West P.U.D. Agreement as reflected in previous Amendments; and,

WHEREAS, after appropriate notice, hearing and approval, Developer, Association, Owner and County desire to further amend the Stuart West P.U.D. Agreement to allow revisions to Exhibit "D", Preliminary Development Plan, of said Agreement;

NOW, THEREFORE, it is agreed between Developer, Association, Owner and County as follows:

1. The Stuart West P.U.D. Agreement and all its exhibits are hereby amended to reflect the following revisions:

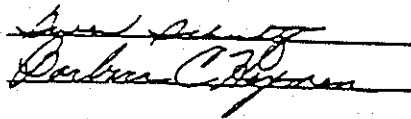
A. The Preliminary Development Plan for Phase 4 is amended to reflect the following:

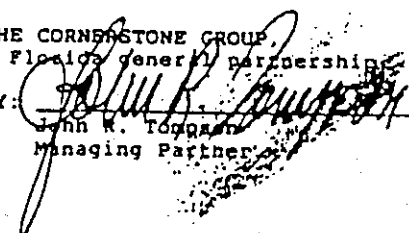
1. Elimination of the car wash in Subphase I;
2. Revision of the entrance to Subphase I and II;
3. Redesign of the gas station/mini-market in Subphase I; and
4. Inclusion of additional parking in Subphase I; in accordance with Exhibit "D-5", a reduced copy of which is attached hereto and made a part hereof.

2. All the terms and conditions of the Stuart West P.U.D. Agreement and Amendments thereto which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written. The date of this Amendment shall be the date on which this Amendment was approved by the Board of County Commissioners of Martin County, Florida.

Signed, sealed and delivered
in the presence of:


Douglas C. Reynolds

THE CORNBESTONE GROUP,
a Florida General Partnership
BY: 
John W. Tompkins
Managing Partner

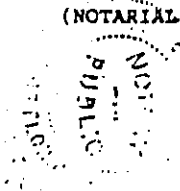
STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John R. Tompson, Managing Partner of The Cornerstone Group, a Florida general partnership, to me known to be the person described herein and who executed the foregoing, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said general partnership

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1990.

(NOTARIAL SEAL)



[Signature]
Notary Public

My commission expires:

"DEVELOPER"

Notary Public, State of Florida at Large
MY Commission Expires March 3, 1991
Bonded thru Huckleberry & Associates

Signed, sealed and delivered in the presence:

[Signature]
[Signature]

STUART WEST PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit

BY: [Signature]
John R. Tompson, President

(CORPORATE SEAL)

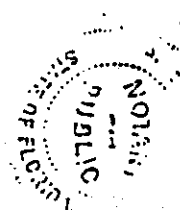
STATE OF FLORIDA

COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared John R. Tompson, President of Stuart West Property Owners' Association, Inc., a Florida corporation not for profit, to me known to be the person described herein and who executed the foregoing, and he acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and that he affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of February, 1990.

(NOTARIAL SEAL)



[Signature]
Notary Public

My commission expires:

"ASSOCIATION"

Notary Public, State of Florida at Large
MY Commission Expires March 3, 1991
Bonded thru Huckleberry & Associates

Signed, sealed and delivered
in the presence of:

Andrew R. Nelson
Quincy, Michigan

714 STUART ASSOCIATES,
a Florida general partnership

BY: Lawrence B. Schwartz
Managing General Partner

STATE OF CONNECTICUT

COUNTY OF FAIRFIELD

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Lawrence B. Schwartz, Managing General Partner of 714 Stuart Associates, a Florida general partnership, to me known to be the person described herein and who executed the foregoing, and acknowledged the execution thereof to be his free act and deed as such officer, for the uses and purposes therein mentioned, and the said instrument is the act and deed of said partnership.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of March, 1990.

(NOTARIAL SEAL)

Andrew R. Nelson
Notary Public

My commission expires: 3/31/93

"OWNER"

WITNESS:

Marsha Staller
Marsha Staller, Clerk

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: Walter W. Thom, Jr.
Walter W. Thom, Jr.
Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

Richard Appicello
Richard Appicello
Assistant County Attorney

"COUNTY"

FILED FOR RECORD
MARTIN CO., FLA.

90 APR 16 PM 2:11

MARSHA SULLER
CLERK OF CIRCUIT COURT

BY *[Signature]* D.C.

Urban design studio

Lot 20

Lot 25

Lot 26

Location Map

Project Name	Motel/Restaurant at Stuart West
Address	Stuart West, Martin County, Florida
Site Area	1.25 Acres
Project Description	Construction of a 100-room motel and 100-seat restaurant.
Proposed Use	Hotel/Restaurant
Submitted By	[Name]
Date	April 10, 1990

Parking Schedule

Item	Rate	Quantity	Total
100 Motel Rooms	1.00	100	100.00
100 Restaurant Seats	1.00	100	100.00
Other			
Total			200.00

ITEMS LISTED

Item	Quantity	Unit Price	Total
Excavation, backfilling & foundation work	1.00	100,000	100,000
Site work	1.00	100,000	100,000
Total			200,000

FINANCIAL DATA

Category	Estimated	Actual
Construction	200,000	200,000
Other	0	0
Total	200,000	200,000

Approved Community Development Plan

Scale 1"=66'

Sheet 1 of 5

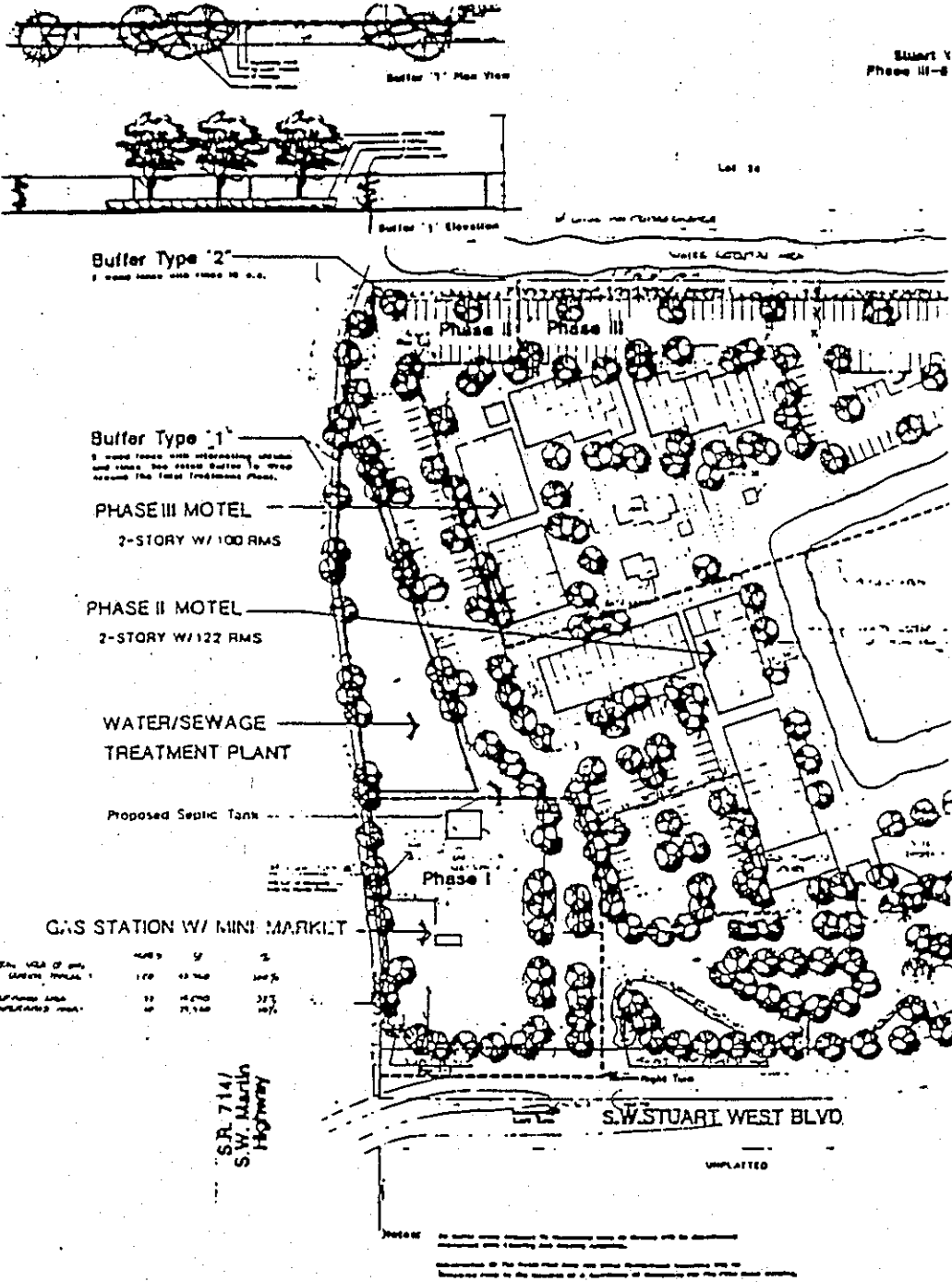
MOTEL/RESTAURANT
at STUART WEST
MARTIN COUNTY, FLORIDA

10000 6 5 5 700 4 1 6

STUART WEST

EXHIBIT "D-4"

PRELIMINARY DEVELOPMENT PLAN



954861

15

TWELFTH AMENDMENT TO STUART WEST
 PLANNED UNIT DEVELOPMENT ZONING AGREEMENT BETWEEN
 STUART LAND HOLDING CORPORATION, STUART WEST PROPERTY OWNERS
 ASSOCIATION, INC. AND MARTIN COUNTY

THIS AGREEMENT, made and entered into this 9th day of June, 92 1992, by and between STUART LAND HOLDING CORPORATION, a Delaware corporation, hereinafter referred to as "OWNER", STUART WEST PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation, hereinafter referred to as the "ASSOCIATION", and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, after appropriate notice, public hearing and approval, Gloria Muroff, Trustee, as Developer, Association and County on or about the 12th day of August, 1980, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "STUART WEST", which Agreement is recorded in Official Records Book 503 beginning at Page 1533 of the Public Records of Martin County, Florida, which Agreement, as amended from time to time, is hereinafter referred to as the "STUART WEST P.U.D. AGREEMENT"; and,

WHEREAS, Stuart Land Holding Corporation, a Delaware corporation, has acquired all the right, title and interest to the property which is the subject of Phase 4 of the Stuart West P.U.D. Agreement as reflected in revised Exhibit "B" attached hereto and made a part hereof; and,

WHEREAS, after appropriate, notice, hearing and approval, 714 Stuart Associates, a Florida general partnership, did on or about the 12th day of September, 1989, receive from County final development plan approval for Subphase I of Phase 4 of the Stuart West project; and,

WHEREAS, after appropriate notice, hearing and approval, 714 Stuart Associates, a Florida general partnership, did on or about the 9th day of January, 1990, receive from County revised final development plan approval for Subphase I of Phase 4 of the Stuart West project; and,

WHEREAS, after appropriate notice, hearing and approval, Owner, Association and County desire to further amend the Stuart West P.U.D. Agreement to allow revocation of the final development plan approval and revised final development plan approval for Subphase I of Phase 4, revisions to Section III, Vested Rights, Section VI, Change or Amendment, Section VII, Breach of Agreement, Exhibit "D", Preliminary Development Plan, Exhibit "E", Timetable of Development, and Exhibit "F", Conditions and Requirements, of said Agreement;

NOW, THEREFORE, it is agreed between Owner, Association and County as follows:

1. The Stuart West P.U.D. Agreement and all its exhibits are hereby amended to reflect the following revisions:

A. Section III, Vested Rights, is revised at the request of Martin County to reflect current County PUD language and is amended to read as follows:

1. The Owner shall have the right to develop the PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this Agreement, the preliminary and final development plan approvals and the subdivision plat. Failure to comply with any such provisions or requirements shall be deemed a breach of this Agreement and Section VII of this Agreement shall be applicable.

2. Final development orders for Subphases I and III of Phase 4 of the subject property are subject to a determination and reservation of adequate public facilities for Category A and Category C public facilities as defined in Chapter 14 of the Martin County Comprehensive Land Use Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance. The Owner shall not obtain final development orders for Subphases I and III of Phase 4, nor any other right to develop the subject property, have been granted or applied for, until the approval of this preliminary development plan (as amended) without a determination of adequate public facilities.

capacity for Category A and C public facilities.

3. The approval of this development order by the County shall not be used by the Owner, or its successors in title, in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to approve any final development order for Subphase I, II or III of Phase 4 of the project without a determination and reservation of capacity of Category A and C public facilities pursuant to Section 14-4A3d1(b)(2) of the Martin County Comprehensive Growth Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance.

B. Section VI, Change or Amendment, is revised at the request of Martin County to reflect current County PUD language and is amended to read as follows:

There shall at all times be a strict adherence to the provisions of this Agreement and the preliminary and final development plans. Any change or amendment to the Agreement can only be made in accordance with such laws and ordinances as may be in effect at the time of such amendment.

C. Section VII, Breach of Agreement, is revised at the request of Martin County to reflect current County PUD language and is amended to read as follows:

1. In the event that the Owner, its successors or assigns, has not obtained final development plan approval in accordance with Exhibit "E" or after obtaining final development plan approval, the Owner, its successors or assigns, has not sought building permits within six (6) months of the date of such approval, has fallen behind the agreed development construction schedule as set forth in Exhibit "E", or has violated any of the terms of this Agreement in any material respect, the Board of County Commissioners may serve notice to the Owner, in writing, of the date and place of a public hearing on the Planned Unit Development at which time the Owner will be given an

opportunity to explain the reasons for the scheduling delays and/or violation of the terms of this Agreement and to propose a method of fulfilling its obligations under this Agreement. The County may, at its discretion, allow the Owner, by amendment of this PUD Agreement, time to demonstrate its willingness to meet the County's conditions. After notice as set forth above, all further development approvals shall be withheld for the PUD property until such time as the obligations of this Agreement are fulfilled or until such time as the County has pursued to completion all remedies available to it in the event of a breach.

2. If at the end of a reasonable period of time, in this case no more than six (6) months from the date notice is served on the Owner as described above, the Owner is clearly unable or unwilling to abide by this Agreement, or if the conditions of this Agreement have in some other manner been clearly violated, the Board of County Commissioners may initiate a comprehensive plan land use amendment to cause the property to revert to its immediately pre-existing land use designation, or to the most appropriate land use designation for the property involved, and may advertise for a public hearing on the PUD, the purpose of which shall be to cause the property to revert to its immediately pre-existing zoning classification, or to rezone the property to the most appropriate zoning classification. Public hearings on such land use and/or zoning amendments shall follow those procedures in effect for voluntary requests for land use amendments and rezonings including any applicable hearings before the Local Planning Agency and the Planning and Zoning Commission.

3. In the event of such breach of this Agreement and the reversion of the property to its prior zoning classification, or rezoning of the property to a new

zoning classification, no further building permits shall be issued to the Owner, or to its successors in interest, based upon the final development plans and amendments thereto, if any. Those portions of the property which may have buildings or structures constructed upon them in conformity with the development plans shall thenceforth be regarded as nonconforming uses with respect to the revised zoning classification, if, in fact, they are.

4. The above provisions shall not be interpreted to provide an exclusive remedy, and County may pursue any appropriate remedy at law or equity in the event Owner or its successors in interest fail to abide by the provisions of this Agreement.

D. The Preliminary Development Plan is amended to reflect the following:

1. Include a guardhouse to be located on S.W. Stuart West Boulevard in Phase 1b;

2. Relocate the northern entrance to Phase 4 southerly 200 feet, more or less; in accordance with Exhibit "D-6", a reduced copy of which is attached hereto and made a part hereof.

3. The Timetable of Development is amended to reflect the following:

1. Reflect the dates of approval, revised approval and revocation of the final development plan approval for Subphase I of Phase 4 in accordance with Resolution No. 92-61a.

2. Extend the time for obtaining final development plan approval for Subphase I of Phase 4 by three and one-half years from November, 1989, to May 24, 1993, extend the time for obtaining building permits by three and one-half years from May, 1990, to November 24, 1993, and extend the time for completion by four years from May, 1991, to May 24, 1995;

3. Extend the time for obtaining final development plan approval for Subphase II of Phase 4 by four

years from May, 1990, to May 24, 1994, extend the time for obtaining building permits by four years from November, 1990, to November 24, 1994, and extend the time for completion by four years from May, 1992, to May 24, 1996;

4. Extend the time for obtaining final development plan approval for Subphase III of Phase 4 by four years from May, 1991, to May 24, 1995, extend the time for obtaining building permits by four years from November, 1991, to November 24, 1995, and extend the time for completion by three and one-half years from November, 1993, to May 24, 1997;

5. Add the following notes: Final development orders for Subphases I, II and III of Phase 4 of the subject property are subject to a determination and reservation of adequate capacity of Category A and Category C public facilities pursuant to Chapter 14 of the Martin County Comprehensive Growth Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance. No rights to obtain final development orders for Subphase I, II or III of Phase 4, nor any other right to develop the subject property, have been granted or implied by the County's approval of this preliminary development order (Twelfth Amendment) without a determination and reservation of capacity for Category A and C public facilities.

The approval of this development order by the County shall not be used by the Owner, or its successors in title, in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to approve any final development order for Subphase I, II or III of Phase 4 of the subject property without a determination and reservation of capacity of Category A and C public facilities pursuant to Section 14-4A3d1(b)(2) of the Martin County Comprehensive Growth Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance;

In accordance with revised Exhibit "E" attached hereto and made a part hereof.

F. The Conditions and Requirements are amended to reflect the following:

1. Alphabetize the conditions.

2. Include the following new Special Conditions at the request of Martin County to reflect current County PUD condition language:

a. 2. Bike Path - Prior to the issuance of any certificate of occupancy for any non-residential structure within Subphase II or III of Phase 4 of the Stuart West project, other than a temporary sales office, the Owner shall have constructed a concrete bicycle path five and one-half feet (5.5') in width along the road frontage of Subphase II of Phase 4 of Stuart West pursuant to County specifications, or Owner may provide payment in the amount of \$10.00 per linear foot in lieu of actual construction of the bike path:

b. 5. Drainage - It shall be the Owner's sole responsibility to obtain the necessary permits for Phase 4 of the Stuart West project from the South Florida Water Management District. In no event shall Martin County bear the responsibility for aiding the Owner in obtaining the Phase 4 permits from South Florida Water Management District or funding the necessary drainage improvements to facilitate development of Phase 4 of the Stuart West project;

c. 10. Endangered Species - In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Phase 4 of the Stuart West property, the Owner 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 Owner;

d. 11. Hauling of Fill - The Owner agrees not to haul any fill off of the site of Phase 4 of the Stuart West project without permission from Martin County and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the Phase 4 site. The Owner shall also comply with all County excavation and fill regulations for Phase 4 of the Stuart West project. Upland buffers within Phase 4 of the Stuart West project shall be maintained in accordance with the Preserve Area Management Plan approved by Martin County and attached hereto as Exhibit "G";

e. 13. Landscaping - The landscape plans for Phase 4 of Stuart West shall consist of fifty percent (50%) native species or non-native, drought tolerant species approved by Martin County. Where feasible, irrigation systems shall be controlled by moisture sensors. No potable water will be used for irrigation purposes;

f. 15. No Capacity Reservation - The Owner is voluntarily electing to proceed under Section 14-4A3d(2) of the Martin County Comprehensive Growth Management Plan and Section VII D of the Martin County Adequate Public Facilities Ordinance and is thereby proceeding without a reservation of capacity for Subphases I, II and III of Phase 4 and without rights to final development orders for Subphases I, II and III of Phase 4. The Owner acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in

the project area and necessitate additional capital facility improvements for Subphases I, II and III of Phase 4 of this project to meet concurrency or prevent Subphases I, II and III of Phase 4 of this project from going forward in accordance with its timetable of development. The subphases of Phase 4 of the Stuart West project can stand on their-own as independent discrete phases. The final development plan approval of one subphase does not require or imply the approval of any subsequent subphase;

g. 16. Pedestrian Circulation Path - Owner agrees to provide an internal sidewalk system within Phase 4 of the Stuart West project which will provide continuous pedestrian access to the service station area, motel, restaurant and recreation area;

h. 17. Preserve Areas - No construction or alteration shall be permitted within any of the Phase 4 preserve areas, as delineated and labeled on the preliminary and final development plans, except in compliance with the Preserve Area Management Plan approved by Martin County and attached hereto as Exhibit "G". The Preserve Area Management Plan addresses the following concerns regarding maintenance of the upland preserve areas: (a) Removal and management of exotic vegetation and debris; (b) Revegetation of impacted areas with compatible native plant material; (c) Protection of preserve areas during and after construction activities; (d) Alteration of preserve areas; (e) The Preserve Area Management Plan cannot be changed without the approval of Martin County. Prohibited activities in the preserve areas include, but are not limited to, 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 other vegetation, excavation, dredging or removal of soil material, diking or fencing, recreational vehicle use and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation; (f) 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;

1. 21. Stabilized Shoulders - The Owner agrees to provide eight feet (8') of stabilized shoulders at 50 p.s.i.f.b.v. along all local and collector roadways and stabilized shoulders at seventy-five (75) p.s.i.f.b.v. along all arterial roadways that will be constructed by the Owner in Phase 4 of the Stuart West project;

3. Special Condition 3 f/k/a 13, Commercial Area Signage, is revised at the request of Martin County to reflect current County PUD condition language and is amended to read as follows: One entrance sign for each parcel in Phase 4 of the Stuart West project shall be permitted in accordance with the Martin County Sign Code. All signage shall be incorporated into design review guidelines required prior to final development plan approval of any affected subphase;

4. Special Condition 14, Models, is deleted in its entirety;

5. Special Condition 20 f/k/a 3, Signage, and Special Condition 23 f/k/a 4, Temporary Sales Office, are revised at the request of Martin County to reflect the

change from the Planning and Zoning Department to the Growth Management Department;

in accordance with revised Exhibit "F" attached hereto and made a part hereof.

2. All the terms and conditions of the Stuart West P.U.D. Agreement and Amendments thereto which are not specifically amended or revised by this Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below. The date of this Amendment shall be the date on which this Amendment was approved by the Board of County Commissioners of Martin County, Florida.

Signed, sealed and delivered in the presence of:

[Signature]
Signature of Witness
EDWARD H. WINKLER
Printed/Typed Name of Witness

Mary C. Ziolkowski
Signature of Witness
Mary C. Ziolkowski
Printed/Typed Name of Witness

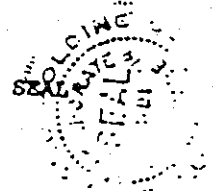
Date: July 8, 1992

STUART LAND HOLDING CORPORATION,
a Delaware corporation

BY: Thomas M. Zinkand
Thomas M. Zinkand Vice President

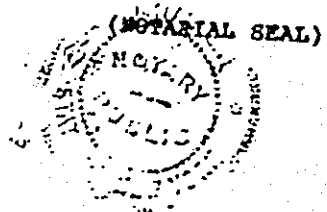
277 Park Avenue
P.O. or Street Address
New York, New York 10172
City/State/Zip Code

*CORPORATE SEAL



STATE OF New York
COUNTY OF New York

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 8th day of JULY, 1992, by THOMAS M. ZINKAND, Vice President of Stuart Land Holding Corporation, a Delaware corporation, on behalf of the corporation. He/She is personally known to me or has produced as identification and did ~~(did not)~~ take an oath.



[Signature]
Signature of Person Taking Acknowledgment

Name of Person Taking Acknowledgment
Typed/Printed/Stamped

MARION JIM
Notary Public, State of New York
Title or Rank Notary Public
Commission Expires March 30, 1993

Serial Number, if any

Commission Expiration Date

OWNER

ATTEST:

Christine L. Watts
Christine L. Watts, Secretary

STUART WEST PROPERTY OWNERS
ASSOCIATION, INC., a Florida
not for profit corporation

BY: James E. Walker
JAMES E. WALKER President

Date: 6/24/92

P.O. Box 1335
P.O. or Street Address

Palm City, Florida 34990
City/State/Zip Code

"CORPORATE SEAL"

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that the foregoing instrument was
acknowledged before me this 24th day of June, 1992,
by James E. Walker and Christine L. Watts, President and
Secretary, respectively, of Stuart West Property Owners Association,
Inc., a Florida not for profit corporation, on behalf of the
corporation. They are personally known to me or have produced
N/A and N/A as identification and did
(did not) take an oath.

(NOTARIAL SEAL)
NOTARY
50

Patricia T. Matley
Signature of Person Taking Acknowledgment

Patricia T. Matley
Name of Person Taking Acknowledgment
Typed/Printed/Stamped

Title or Rank

Serial Number, if any

2/10/94
Commission Expiration Date

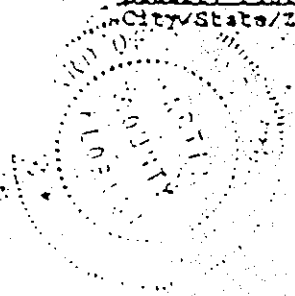
"ASSOCIATION"

ATTEST:

Marsha Stiller
Marsha Stiller, Clerk

P.O. Box 9016
P.O. or Street Address

Stuart, Florida 34995
City/State/Zip Code



BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

BY: *Mary E. Dawson*
Mary E. Dawson, Chairman

APPROVED AS TO FORM AND
CORRECTNESS:

Richard Appicello
Richard Appicello
Assistant County Attorney

2401 S.E. Monterey Road
P.O. or Street Address

Stuart, Florida 34996
City/State/Zip Code

"COUNTY"

This instrument prepared by:
John T. Carmody, Jr., Esquire
Gunster, Yoakley & Stewart, P.A.
10 Central Parkway, Suite 400
Stuart, Florida 34994
(407) 288-1980

STUART WEST

REVISED EXHIBIT "B"

OWNERSHIP CERTIFICATION

We, Gunster, Yoakley & Stewart, P.A., members of the Florida Bar, hereby certify that record title to the property described in Exhibit "1" attached hereto and made a part hereof, also known as Phase 4 of the Stuart West PUD(r), is in the ownership of Stuart Land Holding Corporation, a Delaware corporation.

Dated this 9th day of June, 1992.

Gunster, Yoakley & Stewart, P.A.

By: [Signature]
John T. Carmody, Jr., Esquire
10 Central Parkway, Suite 400
Stuart, Florida 34994
(407) 288-1980

EXHIBIT "1" TO
STUART WEST
REVISED EXHIBIT "B"
OWNERSHIP CERTIFICATION

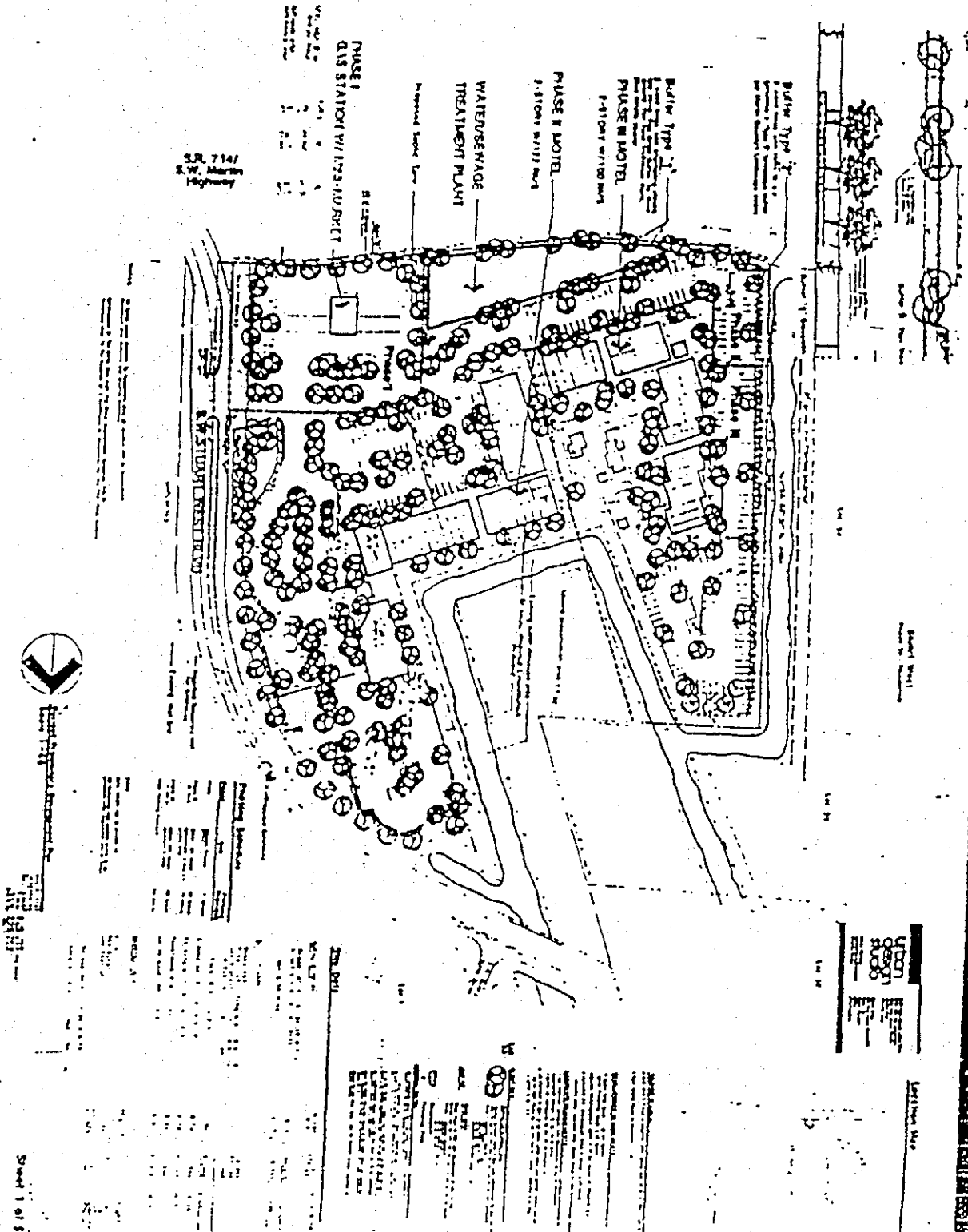
A parcel of land lying in the Southeast 1/4 of Section 13, Township 38 South, Range 38 East, Martin County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southeast 1/4 of said Section 13; thence N 00°08'36" W along the East line of the Southeast 1/4 of said Section 13, a distance of 185.24 feet to the Southeast corner of "Stuart West P.U.D., Phase B3" as recorded in Plat Book 10, Page 70 of the Public Records of Martin County, Florida; thence N 89°50'28" W along the South line of said "Stuart West P.U.D., Phase B3", a distance of 100.00 feet to a point at the intersection of the North right-of-way line of State Road 714 with the West line of dedicated access/utility easement for S.W. Stuart West Blvd. within the Plat of said "Stuart West P.U.D., Phase B3", said point being the POINT OF BEGINNING of this description; thence N 89°50'28" W, a distance of 100.08 feet; thence S 82°22'47" W, a distance of 410.71 feet; the preceding three (3) courses run along the North right-of-way line of said State Road 714; thence N 87°20'30" W, a distance of 218.45 feet; thence N 89°17'13" W, a distance of 74.33 feet, the preceding two (2) courses run along the North Limited Access right-of-way line of Interstate 95 as shown on right-of-way Map 80005-2-000; thence N 00°08'36" W, leaving the North right-of-way line of said Interstate 95, a distance of 695.47 feet; thence S 88°30'00" E, a distance of 340.12 feet; thence N 18°00'00" W, a distance of 300.86 feet; thence S 66°05'36" E, a distance of 291.22 feet to the point of curvature of a curve, concave to the Southwest, having a radius of 816.86 feet; thence Southeastery along the arc of said curve through a central angle of 66°00'00", a distance of 505.38 feet; thence S 00°08'36" E, a distance of 450.71 feet to the POINT OF BEGINNING; the preceding six (6) courses run along the boundary of said "Stuart West P.U.D., Phase B3".

STUART WEST

EXHIBIT "D-6"

PRELIMINARY DEVELOPMENT PLAN



S.R. 714 / S.W. Martin Highway

PHASE I DIS STATION W/ 122-10/20/21

WATER/SEWAGE TREATMENT PLANT

PHASE II MOTEL 1-110000 w/100 cars

PHASE III MOTEL 1-110000 w/100 cars



North Arrow

Item	Quantity	Notes
Asphalt Paved	100,000 sq. ft.	
Gravel	50,000 cu. yd.	
Concrete	10,000 cu. yd.	
Reinforcing Steel	100,000 lbs.	
Water	10,000,000 gal.	
Electricity	10,000,000 kWh	
Gas	10,000,000 cu. ft.	
Landscaping	10,000 trees	
Construction	10,000 workers	
Materials	10,000 trucks	
Equipment	10,000 hours	
Permits	10,000 dollars	
Insurance	10,000 dollars	
Professional Fees	10,000 dollars	
Contingency	10,000 dollars	
Total		

Item	Quantity	Notes
Asphalt Paved	100,000 sq. ft.	
Gravel	50,000 cu. yd.	
Concrete	10,000 cu. yd.	
Reinforcing Steel	100,000 lbs.	
Water	10,000,000 gal.	
Electricity	10,000,000 kWh	
Gas	10,000,000 cu. ft.	
Landscaping	10,000 trees	
Construction	10,000 workers	
Materials	10,000 trucks	
Equipment	10,000 hours	
Permits	10,000 dollars	
Insurance	10,000 dollars	
Professional Fees	10,000 dollars	
Contingency	10,000 dollars	
Total		

MOTEL/RESTAURANT
at STUART WEST
MARTELL COUNTY, FLORIDA

STUART WEST

REVISED EXHIBIT "E"

TIMETABLE OF DEVELOPMENT

- Phase 1: Completed.
- Phase 2: Final Development Plan approval will be obtained by December 1, 1982, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.
- Phase 3a: Final Development Plan approval will be obtained by December 5, 1984, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.
- Phase 3b: Final Development Plan approval will be obtained by December 1, 1987, and construction of this phase shall be completed within two (2) years after the date the phase received final development plan approval.

Phase 4

Phase 4 will be constructed in three (3) subphases in accordance with the Preliminary Development Plan, a reduced copy of which is attached hereto as Exhibit "D-6" and made a part hereof. The subphases to be constructed and the time period within which final development plan approval of each subphase must be obtained and completed is as follows:

<u>SUBPHASE</u>	<u>DATE OF FINAL DEVELOPMENT PLAN APPROVAL</u>	<u>DATE OF COMPLETION</u>	<u>PHASE TO BE CONSTRUCTED</u>
I	May 24, 1993	May 24, 1995	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Gas station with mini-market. Entryway including right and left turn lanes

Permits must be sought with respect to the above by November 24, 1993. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

SUBPHASE	DATE OF FINAL DEVELOPMENT PLAN APPROVAL	DATE OF COMPLETION	PHASE TO BE CONSTRUCTED
II	May 24, 1994	May 24, 1996	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Hotel with 122 rooms. Utility site.

Permits must be sought with respect to the above by November 24, 1994. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

III	May 24, 1995	May 24, 1997	Site work, including but not limited to, land preparation, clearing and grading, drainage and utilities and appurtenances thereto to serve the development area. Hotel with 100 rooms.
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Permits must be sought with respect to the above by November 24, 1995. The commencement of construction of the roads and other common elements shall be such that they will be completed at the time of completion of the subphase which they are intended to serve is completed.

NOTES: Final development plan approval for Subphase I of Phase 4 was obtained on September 12, 1989, revised final development plan approval for Subphase I of Phase 4 was obtained on January 9, 1990, and revoked on June 9, 1992, in accordance with Resolution No. 92-6.34.

Final development orders for Subphases I, II and III of Phase 4 of the subject property are subject to a determination and reservation of adequate capacity of Category A and Category C public facilities pursuant to Chapter 14 of the Martin County Comprehensive Growth Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance. No rights to obtain final development orders for Subphase I, II or III of Phase 4, nor any other right to develop the subject property, have been granted or implied by the County's approval of this preliminary development order (Twelfth Amendment) without a determination and reservation of capacity for Category A and C public facilities.

The approval of this development order by the County shall not be used by the Owner, or its successors in title, in any way whatsoever as committing the County legally through the theory of equitable estoppel or any other legal theory to approve any final development order for Subphase I, II or III of Phase 4 of the project without a determination and reservation of capacity of Category A and C public facilities pursuant to Section 14-4A3d1(b)(2) of the Martin County Comprehensive Growth Management Plan and Section VII E of the Martin County Adequate Public Facilities Ordinance.

STUART WEST

REVISED EXHIBIT "F"

CONDITIONS AND REQUIREMENTS

1. Access - Developer agrees that there will be no direct access permitted from State Road 714 to the commercial area or any of the residential lots.
2. Bike Path - Prior to the issuance of any certificate of occupancy for any non-residential structure within Subphase II or III of Phase 4 of the Stuart West project, other than a temporary sales office, the Owner shall have constructed a concrete bicycle path five and one-half feet (5.5') in width along the road frontage of Subphase II of Phase 4 of Stuart West pursuant to County specifications, or Owner may provide payment in the amount of \$10.00 per linear foot in lieu of actual construction of the bike path.
3. Commercial Area Signage - One entrance sign for each parcel in Phase 4 of the Stuart West project shall be permitted in accordance with the Martin County Sign Code. All signage shall be incorporated into design review guidelines required prior to final development plan approval of any affected subphase.
4. Commercial Area - Uses Permitted, Size and Dimension Criteria - Owner agrees that all buildings, structures and uses within the commercial area shown as Phase 4 of Stuart West shall conform with the height, site area, setback requirements and uses of the PUD(c) Zoning Sub-District, including, however, hotel-motel use, as set out in Division 3 of Article XXXVIA, Code of Laws and Ordinances of Martin County, Florida.
5. Drainage - It shall be the Owner's sole responsibility to obtain the necessary permits for Phase 4 of the Stuart West project from the South Florida Water Management District. In no event shall Martin County bear the responsibility for aiding the Owner in obtaining the Phase 4 permits from South Florida Water Management District or funding the necessary drainage improvements to facilitate development of Phase 4 of the Stuart West project.
6. Easements - Developer agrees that cross easements between Melvin I. Muroff, Trustee, and Gloria Muroff, Trustee, for a forty (40) foot easement will be recorded prior to the recording of this P.U.D. Agreement.
7. Easements - Developer covenants and agrees that the forty (40) foot right-of-way easement from Melvin I. Muroff, Trustee, to Gloria Muroff, Trustee, will be shown on the plat of Stuart West, Phase 1, with appropriate book and page recorded thereon.
8. Easements - Developer covenants and agrees to assign the forty (40) foot right-of-way easement granted from Melvin I. Muroff, Trustee, to Developer to the Stuart West Property Owners Association, Inc.
9. EMS Communication Equipment - In order to provide the County with funds to acquire a multi-channel V.H.F. 12 watt APCOR Telemetry Unit to provide radio communication for County's emergency medical services, Owner agrees to pay at the time of building permit approval of Phase 4, Subphase I, all fire/EMS impact fees for all uses included in the commercial phase.

10. Endangered Species - In the event that it is determined that any representative of a plant or animal species of regional concern is resident on or otherwise is significantly dependent upon Phase 4 of the Stuart West property, the Owner 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 Owner.
11. Hauling of Fill - The Owner agrees not to haul any fill off of the site of Phase 4 of the Stuart West project without permission from Martin County and to coordinate with the County Engineer the routes and timing of any fill to be hauled to the Phase 4 site. The Owner shall also comply with all County excavation and fill regulations for Phase 4 of the Stuart West project. Upland buffers within Phase 4 of the Stuart West project shall be maintained in accordance with the Preserve Area Management Plan approved by Martin County and attached hereto as Exhibit "G".
12. I-95 - Developer is placed on notice that I-95 may affect a portion of this project and must be addressed prior to final plat approval for any phase affected by I-95 requirements.
13. Landscaping - The landscape plans for Phase 4 of Stuart West shall consist of fifty percent (50%) native species or non-native, drought tolerant species approved by Martin County. Where feasible, irrigation systems shall be controlled by moisture sensors. No potable water will be used for irrigation purposes.
14. Lot Splits - Developer agrees that no lot splits shall be permitted except to create larger lots.
15. No Capacity Reservation - The Owner is voluntarily electing to proceed under Section 14-4A3d(2) of the Martin County Comprehensive Growth Management Plan and Section VII D of the Martin County Adequate Public Facilities Ordinance and is thereby proceeding without a reservation of capacity for Subphases I, II and III of Phase 4 and without rights to final development orders for Subphases I, II and III of Phase 4. The Owner acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capital facility improvements for Subphases I, II and III of Phase 4 of this project to meet concurrency or prevent Subphases I, II and III of Phase 4 of this project from going forward in accordance with its timetable of development. The subphases of Phase 4 of the Stuart West project can stand on their own as independent discrete phases. The final development plan approval of one subphase does not require or imply the approval of any subsequent subphase.
16. Pedestrian Circulation Path - Owner agrees to provide an internal sidewalk system within Phase 4 of the Stuart West project which will provide continuous pedestrian access to the service station area, motel, restaurant and recreation area.
17. Preserve Areas - No construction or alteration shall be permitted within any of the Phase 4 preserve areas, as delineated and labeled on the preliminary and final development plans, except in compliance with the Preserve Area Management Plan approved by Martin County attached hereto as Exhibit "G". The Preserve Area Management Plan addresses the following concerns regarding maintenance of the upland preserve areas:

- A. Removal and management of exotic vegetation and debris.
- B. Revegetation of impacted areas with compatible native plant material.
- C. Protection of preserve areas during and after construction activities.
- D. Alteration of preserve areas.
- E. The Preserve Area Management Plan cannot be changed without the approval of Martin County. Prohibited activities in the preserve areas include, but are not limited to, 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 other vegetation, excavation, grading or removal of soil material, diking or fencing, recreational vehicle use and any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.
- F. 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.

- 18. Residential Area - Uses Permitted, Size and Dimension Criteria - Developer agrees that all buildings and structures within the residential area, to include the following uses: private guest house, servants' quarters, private stable, breeding stable, private greenhouse, and accessory buildings for private use only in connection with or as an adjunct to a private dwelling already on the premises, as defined in the Code of Laws and Ordinances of Martin County, Florida, shall conform with the height, site area and setback requirements of the E-1, Estates and Suburban Homes District, as found in the Martin County Zoning Regulations.
- 19. School Impact - In the event the County adopts a school impact fee or assessment ordinance applicable to Stuart West, the Developer agrees to abide by the terms and conditions of said impact fee ordinance.
- 20. Signage - During the construction, sale and promotion of any and all phases of Stuart West, including the commercial area, the Developer shall have the right to place signs for the sale and promotion of the project upon the lands included within the project at such locations as the Developer deems appropriate after having received approval of the Director of the Growth Management Department of Martin County, Florida. All such signs shall be removed within one (1) year of the issuance of a certificate of occupancy for the last unit to be completed. The Developer shall likewise be authorized to place such necessary signs for the direction and control of traffic, parking and identification and location of amenities, improvements and areas within the subject project and property as it shall deem appropriate after having received approval of the Director of the Growth Management Department of Martin County, Florida.
- 21. Stabilized Shoulders - The Owner agrees to provide eight feet (8') of stabilized shoulders at 50 p.s.i.f.b.v. along all local and collector roadways and stabilized shoulders at.

seventy-five (75) p.s.i.f.b.v. along all arterial roadways that will be constructed by the Owner in Phase 4 of the Stuart West project.

22. Switching Station - Developer and County agree to allow construction by the Indiantown Telephone System, Inc. of a switching station on Phase 3a of Stuart West in accordance with the final development plan for said phase to be approved by the County.
23. Temporary Sales Office - The Developer may establish and maintain on the property a sales office of either pre-manufactured home or trailer during the period that the property is being developed and until one (1) year following the issuance of the last certificate of occupancy for a unit after approval of the Director of the Growth Management Department of Martin County, Florida.
24. Water and Wastewater -
 - A. Owner intends to provide temporary water and wastewater service to Subphase I of Phase 4 by way of an individual well and septic system. Phase 4 will be developed with an interim potable water and wastewater system pursuant to the provisions of the County's interim water and wastewater ordinances, said system to be constructed as part of Subphase II, at which time the temporary facilities will be dismantled and Subphase I will connect to the interim facilities. The Owner will enter into an agreement with County to connect to a major water and wastewater system pursuant to said ordinances at time of final development plan approval of Subphase I. All plats of the property within Phase 4 shall contain a note indicating the requirement to connect to a major water and wastewater system.
 - B. Prior to final development plan approval of Subphase II of Phase 4 of Stuart West, Owner shall use its best efforts to negotiate an agreement with the developers of the Norfield and C.R. 714 projects to jointly provide wastewater and potable water service to the three projects.

ASSOCIATION: The Stuart West Property Owners Association, Inc.
 COUNTY: Martin # OF UNITS: 250

DECLARATION: Original Recording OR Book 503 Page 1548 Date _____

AMENDMENTS	OR	DATE
<u>D1</u>	Book <u>920</u> Page <u>549</u>	<u>8-16-91</u>
<u>D2</u>	Book <u>1176</u> Page <u>2507</u>	<u>5-10-96</u>
<u>D3</u>	Book <u>1293</u> Page <u>2434</u>	<u>3-10-98</u>
<u>D4</u>	Book <u>1406</u> Page <u>2157</u>	<u>7-8-99</u>
<u>D5</u>	Book <u>1435</u> Page <u>1835</u>	<u>11-8-99</u>
<u>D6</u>	Book <u>1617</u> Page <u>102</u>	<u>1-31</u>

BY-LAWS: Original Recording OR Book 1157 Page 953 Date 1-11-96
Amended & Restated

AMENDMENTS	OR	DATE
<u>B1</u>	Book <u>1220</u> Page <u>279</u>	<u>2-13-97</u>
<u>B2</u>	Book <u>1333</u> Page <u>2411</u>	<u>9-4-98</u>
<u>B3</u>	Book <u>1391</u> Page <u>1262</u>	<u>5-6-99</u>
_____	Book _____ Page _____	_____
_____	Book _____ Page _____	_____

ARTICLES: Original Recording - Tallahassee Filed on _____
 OR Book 503 Page 1562 Date _____

AMENDMENTS	OR	DATE
_____	Tallahassee Filed on _____ Book _____ Page _____	_____
_____	Tallahassee Filed on _____ Book _____ Page _____	_____
_____	Tallahassee Filed on _____ Book _____ Page _____	_____