

RECORD AND RETURN TO:

Name: LEOPOLD, KORN & LEOPOLD, P.A.
Address: 20801 Biscayne Blvd., #501
Aventura, FL 33180

09/16/2003 11:53:07 20030551468
OR BK 15851 PG 1349
Palm Beach County, Florida

THIS INSTRUMENT PREPARED BY:

Name: GARY A. KORN, Esquire
LEOPOLD, KORN & LEOPOLD, P.A.
Address: 20801 Biscayne Blvd., #501
Aventura, FL 33180

[Space above line reserved for recording office use]

AMENDMENT TO DECLARATION OF CONDOMINIUM

THIS AMENDMENT TO DECLARATION OF CONDOMINIUM (the "Amendment") is made this 18th day of August, 2003 by HYPOLUXO COVE DEVELOPMENT LLC, a Florida limited liability company (the "Developer") and by MARINER'S COVE OF HYPOLUXO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation (the "Condominium Association").

WITNESSETH:

WHEREAS, MARINER'S COVE OF HYPOLUXO, a Condominium (the "Condominium") was created by the recordation of the Declaration of Condominium (the "Declaration") for the Condominium on July 28, 2003 in Official Records Book 15590, at Page 1782 of the Public Records of Palm Beach County, Florida; and

WHEREAS, as of the date of the execution of this Amendment, the Developer holds more than twenty five percent (25.00%) of the total votes of the Condominium Association; and

WHEREAS, the Developer and the Condominium Association wish to amend the Declaration pursuant to the provisions contained within Article VIII of the Declaration;

NOW, THEREFORE, the Developer and the Association hereby amend the Declaration as follows:

1. The first sentence, contained within Article XXVIII of the Declaration, is hereby amended to read as follows:

No more than two (2) pets weighing in the aggregate not more than thirty five (35) pounds or any type of exotic pet or exotic animal shall be kept or harbored within the confines of a Unit, without the prior written consent of the Association.

2. Attached to this Amendment, as Exhibit "A", is a true and correct copy of the Amendment to Fourth Amended Development Order (the "Development Order") adopted by the Town of Hypoluxo on May 14, 2003, which Development Order was filed for record on May 22, 2003 in Official Records Book 15265, at Page 159, of the Public Records of Palm Beach County, Florida. The Association, and the owners of all Units within the Condominium (and their respective family members, lessees, guests and invitees) shall be bound by the terms and provisions of the Development Order and, as to each owner of a Unit in the Condominium, shall be deemed to have acquired title to such Unit subject to the terms and provisions contained within the Development Order.

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-935-3500

3. The Developer (and/or the predecessor in title to the Developer) has placed, or caused to be placed, bonds (collectively the "Bonds") in conjunction with the development of the parcels of real property described within the Declaration. These Bonds include, but are not necessarily limited to, bonds placed with: (i) Florida Power & Light Company; (ii) the Town of Hypoluxo (maintenance of the private gravity sewer system); (iii) the Town of Hypoluxo (maintenance bond for sewer system); (iv) the Town of Hypoluxo and with Hypoluxo Park Civic Association, Inc. (maintenance bond for Periwinkle Drive); and (v) the South Florida Water Management District (mitigation bond for area monitoring). The Association shall: (i) take all steps necessary to cause the Association to be named as the Obligor under each of the Bonds (in lieu of the Developer); (ii) cause all bond premiums due with respect to the Bonds to be paid on a timely basis, in order to maintain the Bonds in full force and effect; and (iii) reimburse the Developer for any bond premiums previously paid by the Developer, but covering the period of time subsequent to recordation of the Declaration.

4. Except to the extent that the Declaration is amended and modified herein, each and every one of the terms and provisions contained within the Declaration shall remain unmodified and shall continue in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have executed this Amendment to Declaration of Condominium this 18th day of August, 2003.

Signed, sealed and delivered
in the presence of:

HYPOLUXO COVE DEVELOPMENT LLC, a
Florida limited liability company

Helen M. Mittelman
Print Name: Helen M. Mittelman

By: [Signature]
HARVEY BIRDMAN, Managing Member

Address: 307 South 21st Avenue
Hollywood, Florida 33020

Gary A. Korn
Print Name: Gary A. Korn

**MARINERS COVE OF HYPOLUXO
CONDOMINIUM ASSOCIATION, INC.**, a Florida
not-for-profit corporation

Helen M. Mittelman
Print Name: Helen M. Mittelman

By: [Signature]
HARVEY BIRDMAN, President

Address: 307 South 21st Avenue
Hollywood, Florida 33020

Gary A. Korn
Print Name: Gary A. Korn

STATE OF FLORIDA)
):SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 2003, by HARVEY BIRDMAN, as Managing Member of HYPOLUXO COVE DEVELOPMENT LLC, a Florida limited liability company, who is personally known to me.

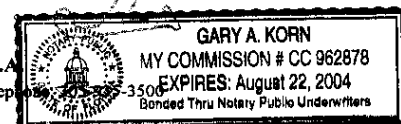
My Commission Expires:

[Signature]
Notary Public, State of Florida

Print Name: _____

LEOPOLD, KORN & LEOPOLD, P.A.

20801 Biscayne Boulevard, Suite 501, Aventura, FL 33180 Telephone: 305-350-3500



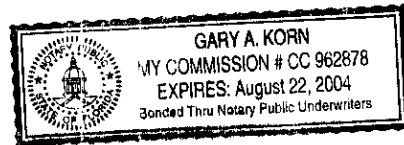
STATE OF FLORIDA)
):SS
 COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 18th day of August, 2003, by HARVEY BIRDMAN, as President of MARINERS COVE OF HYPOLUXO CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me.

My Commission Expires:

 Notary Public, State of Florida

Print Name: _____



This is Not a Certified Copy

LEOPOLD, KORN & LEOPOLD, P.A.

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In accordance with Sections 28-41(e)(2) and 28-207(f)(2) of the Town Code of Ordinances, the Town processed the Developer's request as a major modification to a previously approved development order. On May 12, 1999, the Town Council conducted a duly advertised public hearing to consider the request. Having considered the revised survey and site plan submitted by the Developer and having considered sworn testimony and other evidence presented during the course of the public hearing,

IT IS HEREBY ORDERED AND ADJUDGED BY THE TOWN COUNCIL OF THE TOWN OF HYPOLUXO, FLORIDA, AS FOLLOWS:

The request for modification of the Final Development Order for the project known as HYPOLUXO COVE is hereby APPROVED. The original Final Development Order dated June 5, 1998 is hereby rescinded and this Amended Final Development Order is hereby substituted in its place with the following conditions:

1. **Density.** There will be a maximum of two hundred forty (240) residential apartments which shall be offered as rental units, each of which shall contain a minimum of 1,000 square feet of living area. The maximum density for this project shall be fifteen (15) units per acre.
2. **Parking Spaces.** There shall be two (2) parking spaces for every unit, as required by the Code, for a total of four hundred eighty (480) parking spaces. All parking areas shall be landscaped in accordance with the Town Code of Ordinances.
3. **Area.** There shall be a maximum of 16.272 acres utilized for this project.
4. **Docks.** This Order does not approve any docks, piers, or any other kinds of structures whatsoever, upon the adjacent submerged lands or out onto the adjacent waterbody. Should any such structures be desired in the future, a separate application for same shall be submitted to the Town for processing in accordance with applicable ordinances and laws. A passive walkway shall be allowed through the preserve area.
5. **Height and Bulk of Buildings.** There shall be six (6) buildings, a maximum of sixty (60) feet in height. Building numbers 1 & 2 shall have forty-eight (48) units each and stand six stories tall. Building numbers 3 & 4 shall have forty (40) units each and stand five (5) stories tall. Building numbers 5 & 6 shall have thirty-two (32) units each and stand four (4) stories tall. Each building shall be utilized for residential purposes. Additionally, one leasing center (2,544 square feet), a maintenance building (400 square feet), garages (totaling 11,738 square feet), a fitness center (2,586 square feet), a game bar (400 square feet) along with pedestrian walkways and one (1) pool shall be provided for use by owners and/or occupants. The exact placement of these structures is shown on the approved site plan attached hereto as Exhibit B; a complete set of plans and specifications is on file with the Town Clerk and may be reviewed at any time during regular business hours. The apartment units shall each contain a minimum of one thousand (1,000) square feet of living area and certain two bedroom units may be as large as one thousand three hundred

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thirty-four (1,334 square feet). These dimensions represent air conditioned living space. The exact mix of one (1) and two (2) bedroom units is yet to be determined.

6. **Roads.** The main internal road shall be at least twenty (20) feet in width in conformance with the Fire Code requirements with entrance feature as shown on Exhibit B. The streets shall be private and shall be maintained at the sole cost of the owner, successors and assigns and at no cost, whatsoever, to the Town.

7. **Total Open Space.** The required open space shall total 372,048 square feet, which is 52.5% of the total land area.

8. **Garbage Recycling/Collection.** All garbage and recycling collection dumpsters shall be housed inside each of the six (6) buildings.

9. **Drainage.** Drainage for the project shall be directed into the preserve area or retained elsewhere on site in accordance with South Florida Water Management District requirements. The Developer shall accept drainage from the Periwinkle Drive area.

10. **FEC Right-of-Way; Medians; Periwinkle Drive.** The Developer shall install the previously approved landscape plan and irrigation system on the west side of U.S. Highway One within the Florida East Coast Railway ("FEC") right-of-way substantially parallel with the west boundary of the Hypoluxo Cove project (from the North property line to the South property line) as well as parallel with the Town Hall, extending the existing landscaping to approximately one hundred (100) feet north from the terminus of same across from the Town Hall. The previously approved landscape plan and irrigation system is known as the Dixie Highway landscaping plan and is on file at the Town. The Developer shall also install landscaping in the median areas of U.S. Highway One parallel to the Hypoluxo Cove Project and parallel to the Town Hall in accordance with the median landscape plan on file at Town Hall. Additionally, the Developer shall provide a landscaped buffer area between Periwinkle Drive and the north property line of the Hypoluxo Cove Project. Native vegetation shall be utilized to the maximum extent possible along the Periwinkle Drive portion of the landscape plan and same shall be planted in such a manner as to shield both the Hypoluxo Cove Project and the nearby residents from headlights. The landscape plan for this buffer area shall be subject to approval by the Hypoluxo Park Civic Association, Hypoluxo Cove Limited Partnership, the Town Building Official, and Councilmember Mark Hull, acting as the Town Council liaison. All landscape plans for the medians and FEC right-of-way shall be subject to approval by the Town Building Official and Town Council liaison, Mark Hull. All perimeter landscaping shall consist of native plant materials to the maximum extent possible and all landscaping shall be installed for the benefit of the FEC and Periwinkle Drive landscaped areas; all landscaping, whether or not irrigated, shall be perpetually maintained in a healthy manner by the Developer.

11. **Preservation/Relocation of Existing Wildlife.** Wildlife existing on site shall be preserved and/or relocated. To implement this condition, the Developer shall have a complete environmental assessment prepared by an environmental engineer which shall include an inventory

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of all plant and animal life and which shall include a mitigation plan necessary to preserve and/or relocate same. This assessment and mitigation plan shall be provided to the Town and implemented prior to the issuance of any building permits.

12. **North and South Boundary.** The north and south boundaries of the subject property from U.S. Highway One to the water shall consist of a ten foot (10') heavily landscaped buffer area, each of which shall include a six foot high chain link/vinyl fence. Existing healthy trees shall be preserved. All exotic species shall be removed. When an assessment of existing tree preservation has been completed by the Developer, a revised landscape and drainage plan shall be submitted for review and approval by the Town Building Official and others as specifically set forth in section 10 above, prior to installation of the drainage system and/or any landscape materials. Subject to the terms and conditions of this Amended Development Order, the Developer agrees to use its best efforts to maintain the existing tree canopy. The Developer must obtain approval from the Town Building Official prior to removing existing trees in excess of twenty feet (20') in height.

13. **Sewer System.** The Developer shall design and build a sewer system for the Hypoxuxo Cove Project of sufficient size and capacity to allow the residents of the Hypoxuxo Park subdivision located to the North to hook onto same at their expense if they so desire. A stub-out to allow such connection shall be provided by the Developer at a location along the northern property line of the Project along with easements for access, maintenance and connection, as necessary. The existing lift station shall be utilized; the Developer shall not be required to install or upgrade the existing lift station. This condition is contingent upon the approval of the City of Boynton Beach Utilities Department.

14. **Construction Standards.** Where not specifically set forth in any code, ordinance or regulation, the construction standards for this Project shall be the same as those utilized for the Hypoxuxo Yacht Club FUD approved by the Town on February 18, 1994. Pumps necessary for the construction of this Project shall be insulated to reduce noise. Construction shall be allowed only during the hours of 8:00 a.m. to 6:00 p.m. Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays. No construction or pumping shall be allowed after 1:00 p.m. Saturday through Monday at 8:00 a.m. (See Section 22-156 of the Town Code of Ordinances).

15. **Construction Access.** There shall be no construction access allowed from Periwinkle Drive except for that necessary to provide for the sewer line stub-out on the northern property line of the Project as specifically set forth in Section 13, to install the landscape buffer along Periwinkle Drive as specifically set forth in Section 10, or to repair the existing sea wall as required by Section 17.

16. **Historical Building.** The Developer has provided the Town with an architectural and land use history and photo documentation of the Scotta Plantation building on site and listed on the Florida Master Site File Register as referenced on page 41 of the Town's Comprehensive Plan. Due to the extensive fire damage incurred to the building, the Developer shall cooperate in clearing and removing debris from the site and the building shall be deleted from the Town's inventory of

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historical buildings as listed in its Comprehensive Plan during its evaluation and appraisal report ("EAR") which is due in the year 2005.

17. **Repair of Existing Seawall.** The Developer shall repair the existing sea wall located along the south eastern portion of Periwinkle Drive prior to the issuance of the first Certificate of Occupancy for the Project.

18. **Setback Increase.** As reflected in the site plan attached hereto as Exhibit B, the Developer has moved the north line of the northerly most parking lot in excess of five feet (5') to the south to allow for the preservation of all large non-exotic trees existing along the northerly property line.

19. **Phasing.** No phasing of this Project shall be allowed.

20. **Priority of Construction.** All perimeter landscaping, PBC right-of-way landscaping, median improvements, drainage facilities and the pool shall be constructed concurrent with the first building permit issued and must be completed prior to the first Certificate of Occupancy.

21. **Developer.** The term "Developer" wherever used in this Development Order shall be defined to include, and this Order shall be binding upon, the named Developer and/or Owners, their successors, assigns, and those related entities who are actually involved in the ownership, management, or operation of the Project.

22. **Occupancy; Leases.** All one (1) bedroom apartments, if any, shall be limited to occupancy by two (2) persons only. Additionally, all apartment leases shall be for a twelve (12) month duration except that up to ten percent (10%) of all leases may be for a duration of seven (7) months. The proposed leases shall include rules and regulations regarding excessive noise

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24. **Violation of Order; Default.** The Developer is hereby on notice that he shall not deviate from the approved site plan and conditions contained in this Amended Final Development Order, except for minor deviations which are defined in Section 28-14 and further explained in Section 28-207 of the Town Code of Ordinances. Minor and major deviations shall be handled in accordance with Section 28-207 of the Town Code of Ordinances. If the Developer should violate the terms and conditions of the Amended Final Development Order, the Developer shall be in default, and the Town will give written notice to the Developer to correct the default. Upon receipt of notice of default, a public hearing shall be convened, and the Town Council may establish a reasonable time for the Developer to cure the default. If the Developer shall fail to cure the default within such time as is established by the Town Council, the Town shall have the right and option of revoking this Amended Final Development Order. In the event of such revocation, the conditions and privileges set forth herein shall be automatically rendered null and void.

25. **Codes, Ordinances and Concurrency.** The Developer shall comply with all codes and ordinances of the Town (i.e., hours allowed for construction and noise limitations, etc.) and all concurrency requirements of the Town, Palm Beach County and the State of Florida. Should the Town find a violation of any such ordinance or law, all work on the subject property shall immediately cease until the violation has been corrected.

26. **Other Governmental Agency Requirements.** The Developer is subject to compliance with the requirements and regulations of all applicable governmental agencies.

27. **Release and Revocation of Prior Agreement.** The approval and issuance of this Amended Final Development Order by the Town hereby supersedes and replaces the prior Final Development Order dated June 5, 1998 and the previous Planned Unit Development Agreement entered into by and between the Town and HDS Retirement Centers, Inc. ("HDS") dated August 31, 1987 and the Town hereby releases HDS from that Agreement.

28. **Defining an Agreement Running with the Land.** This Amended Final Development Order constitutes the entire understanding between the parties. No prior representation, writing, application, submission or verbal statement not contained herein shall be binding upon the parties. This Amended Final Development Order shall be binding upon the Town and upon the Developer, and all conditions set forth herein shall be deemed covenants running with the land in perpetuity, and may only be altered, amended or released by the Town or by subsequent mutual agreement by and between the parties.

29. **Unity of Title.** Prior to the issuance of the first Certificate of Occupancy, the Developer and/or owner of the Project shall file a Unity of Title in the Public Records of Palm Beach County, Florida, thereby combining the original Scotts Plantation site and the Orcl Property into one parcel.

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DONE AND ORDERED this 28 day of May, 1999.

TOWN OF HYPOLUXO, FLORIDA

BY: Kenneth G. Schultz
Kenneth Schultz, Mayor



Barbara Searis Rosa
Barbara Searis Rosa, Town Clerk

by mahl D. ...

URL: http://hypoluxo.fl.gov/

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QNB 11142 P 1797

EXHIBIT A

BEGIN AT SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 43 SOUTH, RANGE 43 EAST; THENCE RUN NORTH ALONG WEST LINE OF SAID GOVERNMENT LOT 3, 1190 FEET TO THE POINT OF BEGINNING; THENCE EAST PARALLEL TO SOUTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 391 FEET TO A POINT; THENCE NORTH PARALLEL TO WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 85 FEET TO A POINT; THENCE EAST, PARALLEL TO SOUTH LINE OF GOVERNMENT LOT 3, TO THE WATER'S EDGE OF LAKE WORTH; THENCE NORTHERLY TO A POINT WHICH IS SOUTHEAST CORNER OF LAND DESCRIBED IN DEED BOOK 468, PAGE 466; THENCE WEST TO WEST LINE OF GOVERNMENT LOT 3, AT A POINT 168.91 FEET NORTH OF POINT OF BEGINNING HERETOFORE MENTIONED; THENCE SOUTH ON WEST LINE OF SAID GOVERNMENT LOT 3 TO A POINT OF BEGINNING (EXCEPT COUNTY ROAD RIGHT OF WAY)

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DESCRIPTION #1

DESCRIPTION PER COMMONWEALTH TITLE COMMITTEE NO: 864-378501)

THAT CERTAIN PARCEL OF REAL PROPERTY LOCATED, SITUATE AND LYING IN PALM BEACH COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1291.2 FEET OF GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 49 SOUTH, RANGE 43 EAST AND THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, PER ROAD PLAT BOOK 3, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED SOUTH 88 DEGREES 48 MINUTES 06 SECONDS EAST, A DISTANCE OF 448.88 FEET TO POINT A; THENCE NORTH 00 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 88.44 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 24 SECONDS EAST, A DISTANCE OF 44.88 FEET; THENCE NORTH 48 DEGREES 08 MINUTES 38 SECONDS WEST, A DISTANCE OF 11.55 FEET TO THE BEGINNING OF A CURVE BEING CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE SOUTHWEST HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 84 DEGREES 38 MINUTES 08 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 61.87 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE NORTH HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 08 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 38 SECONDS WEST, A DISTANCE OF 91.94 FEET TO THE BEGINNING OF A CURVE BEING CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE SOUTHWEST HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 84 DEGREES 38 MINUTES 08 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 10.88 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET; THENCE NORTH 38 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.33 FEET TO POINT B; THENCE 83.33 FEET ALONG SAID BEARING; THENCE NORTH 07 DEGREES 28 MINUTES 53 SECONDS EAST, A DISTANCE OF 34.01 FEET; THENCE NORTH 38 DEGREES 38 MINUTES 53 SECONDS WEST, A DISTANCE OF 30.00 FEET; THENCE SOUTH 80 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 14.81 FEET; THENCE SOUTH 70 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 17.03 FEET; THENCE NORTH 88 DEGREES 48 MINUTES 02 SECONDS WEST, A DISTANCE OF 102.80 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 21 SECONDS WEST, A DISTANCE OF 38.97 FEET TO POINT C; THENCE SOUTH 02 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 80.08 FEET TO POINT D; THENCE NORTH 48 DEGREES 11 MINUTES 28 SECONDS EAST, A DISTANCE OF 34.73 FEET; THENCE SOUTH 88 DEGREES 48 MINUTES 02 SECONDS EAST, A DISTANCE OF 97.56 FEET; THENCE SOUTH 88 DEGREES 38 MINUTES 11 SECONDS EAST, A DISTANCE OF 22.88 FEET; THENCE SOUTH 38 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 114.14 FEET TO THE BEGINNING OF A CURVE BEING CONGRUE TO THE WEST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE NORTHEAST HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 84 DEGREES 38 MINUTES 08 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 38.8 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONGRUE TO THE SOUTHWEST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 35 DEGREES 54 MINUTES 10 SECONDS; THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 18.28 FEET TO A POINT, A TANGENT LINE BEING NORTH 20 DEGREES 47 MINUTES 54 SECONDS WEST AT SAID POINT TO THE PREVIOUSLY DESCRIBED CURVE; THENCE SOUTH 88 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 113.88 FEET; THENCE NORTH 05 DEGREES 37 MINUTES 00 SECONDS WEST, A DISTANCE OF 127.84 FEET TO A POINT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1, SAID POINT BEING ON A CURVE CONGRUE TO THE WEST HAVING A RADIUS OF 8578.88 FEET, A CENTRAL ANGLE OF 01 DEGREES 54 MINUTES 05 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 88 DEGREES 31 MINUTES 07 SECONDS WEST; THENCE SOUTHWARD ALONG SAID CURVE, A DISTANCE OF

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194.91 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, ALONG A NON-RADIAL LINE, SAID LINE BEING PARALLEL TO SAID SOUTH LINE OF THE NORTH 1291.2 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 38.18 FEET, TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5812.85 FEET, A CENTRAL ANGLE OF 03 DEGREES 17 MINUTES 31 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 82 DEGREES 38 MINUTES 07 SECONDS WEST; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 30.13 FEET; THENCE NORTH 80 DEGREES 49 MINUTES 02 SECONDS WEST ALONG A NON-RADIAL LINE BEING PARALLEL TO SAID SOUTH LINE OF THE NORTH 1291.2 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 38.18 FEET TO THE BEGINNING OF A NON-RADIAL CURVE, BEING CONCAVE TO THE EAST HAVING A RADIUS OF 5873.65 FEET, A CENTRAL ANGLE OF 00 DEGREES 13 MINUTES 32 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 04 DEGREES 18 MINUTES 28 SECONDS WEST, SAID CURVE BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1; THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 23.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 119,867.53 SQUARE FEET (2.745 ACRES) MORE OR LESS.

DESCRIPTION #2

(DESCRIPTION PER ATTORNEYS' TITLE INSURANCE FUND, INC. COMMITMENT NO. C-2351011)

THE SOUTH 287 FEET OF THE NORTH 1291.2 FEET OF GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST, LESS THE NORTH 30 FEET OF THE SOUTH 53 FEET OF THE WEST 30 FEET THEREOF, AND LESS RIGHT-OF-WAY FOR STATE ROAD 5, SAID PROPERTY LIES WITHIN THE TOWN OF HYPOCAUXO;

AND LESS THE FOLLOWING:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH 1291.2 FEET OF GOVERNMENT LOT 3, SECTION 10, TOWNSHIP 45 SOUTH, RANGE 43 EAST AND THE EAST RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, PER ROAD PLAT BOOK 3, PAGE 14, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, PROCEED SOUTH 89 DEGREES 49 MINUTES 02 SECONDS EAST, A DISTANCE OF 452.68 FEET TO POINT A; THENCE NORTH 03 DEGREES 10 MINUTES 08 SECONDS EAST, A DISTANCE OF 88.44 FEET; THENCE NORTH 41 DEGREES 03 MINUTES 24 SECONDS EAST, A DISTANCE OF 44.88 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 36 SECONDS WEST, A DISTANCE OF 11.55 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 84 DEGREES 32 MINUTES 08 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 81.87 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE NORTH HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 08 SECONDS; THENCE NORTH WESTERLY ALONG SAID CURVE, A DISTANCE OF 26.81 FEET; THENCE NORTH 48 DEGREES 56 MINUTES 36 SECONDS WEST, A DISTANCE OF 81.84 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 37.50 FEET, A CENTRAL ANGLE OF 84 DEGREES 32 MINUTES 08 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 81.88 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 32.80 FEET, A CENTRAL ANGLE OF 47 DEGREES 18 MINUTES 04 SECONDS; THENCE NORTHWESTERLY ALONG SAID CURVE, A DISTANCE OF 26.81

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FEET THENCE NORTH 38 DEGREES 21 MINUTES 21 SECONDS WEST, A DISTANCE OF 10.83 FEET TO POINT B THENCE 83.53 FEET ALONG SAID BEARING THENCE NORTH 07 DEGREES 28 MINUTES 23 SECONDS EAST, A DISTANCE OF 34.81 FEET THENCE NORTH 38 DEGREES 38 MINUTES 03 SECONDS WEST, A DISTANCE OF 30.00 FEET THENCE SOUTH 50 DEGREES 21 MINUTES 07 SECONDS WEST, A DISTANCE OF 14.81 FEET THENCE SOUTH 70 DEGREES 18 MINUTES 03 SECONDS WEST, A DISTANCE OF 17.03 FEET THENCE NORTH 89 DEGREES 49 MINUTES 02 SECONDS WEST, A DISTANCE OF 102.90 FEET THENCE NORTH 43 DEGREES 48 MINUTES 31 SECONDS WEST, A DISTANCE OF 36.87 FEET TO POINT C THENCE SOUTH 02 DEGREES 12 MINUTES 00 SECONDS WEST, A DISTANCE OF 80.08 FEET TO POINT D THENCE NORTH 46 DEGREES 11 MINUTES 28 SECONDS EAST, A DISTANCE OF 34.73 FEET THENCE SOUTH 08 DEGREES 46 MINUTES 02 SECONDS EAST, A DISTANCE OF 97.88 FEET THENCE SOUTH 82 DEGREES 28 MINUTES 11 SECONDS EAST, A DISTANCE OF 22.88 FEET THENCE SOUTH 38 DEGREES 21 MINUTES 21 SECONDS EAST, A DISTANCE OF 114.14 FEET TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 32.50 FEET, A CENTRAL ANGLE OF 47 DEGREES 38 MINUTES 04 SECONDS THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 28.81 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 37.88 FEET, A CENTRAL ANGLE OF 88 DEGREES 36 MINUTES 48 SECONDS THENCE SOUTHEASTERLY ALONG SAID CURVE A DISTANCE OF 38.2 FEET TO THE BEGINNING OF A REVERSE CURVE BEING CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 32.89 FEET, A CENTRAL ANGLE OF 28 DEGREES 54 MINUTES 18 SECONDS THENCE SOUTHEASTERLY ALONG SAID CURVE, A DISTANCE OF 18.88 FEET TO A POINT, A TANGENT LINE BEARS NORTH 26 DEGREES 47 MINUTES 28 SECONDS WEST AT SAID POINT TO THE PREVIOUSLY DESCRIBED CURVE THENCE SOUTH 88 DEGREES 34 MINUTES 00 SECONDS WEST, A DISTANCE OF 113.88 FEET THENCE NORTH 88 DEGREES 37 MINUTES 08 SECONDS WEST, A DISTANCE OF 127.84 FEET TO A POINT, SAID POINT BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1, SAID POINT BEING ON A CURVE BEING CONCAVE TO THE WEST HAVING A RADIUS OF 8873.88 FEET, A CENTRAL ANGLE OF 01 DEGREES 84 MINUTES 08 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 86 DEGREES 31 MINUTES 07 SECONDS WEST THENCE SOUTHWEST ALONG SAID CURVE, A DISTANCE OF 104.81 FEET THENCE SOUTH 88 DEGREES 46 MINUTES 08 SECONDS EAST, ALONG A NON-RADIAL LINE, SAID LINE BEING PARALLEL TO SAID SOUTH LINE OF THE NORTH 1281.2 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 38.18 FEET, TO THE BEGINNING OF A CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 8812.88 FEET, A CENTRAL ANGLE OF 03 DEGREES 17 MINUTES 31 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 82 DEGREES 30 MINUTES 07 SECONDS WEST THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 30.13 FEET THENCE NORTH 88 DEGREES 46 MINUTES 02 SECONDS WEST ALONG A NON-RADIAL LINE BEING PARALLEL TO SAID SOUTH LINE OF THE NORTH 1281.2 FEET OF SAID GOVERNMENT LOT 3, A DISTANCE OF 38.18 FEET TO THE BEGINNING OF A NON-RADIAL CURVE BEING CONCAVE TO THE EAST HAVING A RADIUS OF 8873.88 FEET, A CENTRAL ANGLE OF 00 DEGREES 13 MINUTES 38 SECONDS AND TO WHICH A RADIAL LINE BEARS NORTH 84 DEGREES 18 MINUTES 28 SECONDS WEST, SAID CURVE BEING ON THE EAST RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY NO. 1 THENCE SOUTHERLY ALONG SAID CURVE, A DISTANCE OF 23.11 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 878,484.88 SQUARE FEET (18.599 ACRES) MORE OR LESS.

ON 11-18-91
DOROTHY H. WILKEN, CLERK IN CHARGE, FL.

FILED
NOV 19 1991
CLERK OF DISTRICT COURT
JACKSONVILLE, FLORIDA

SITE PLAN

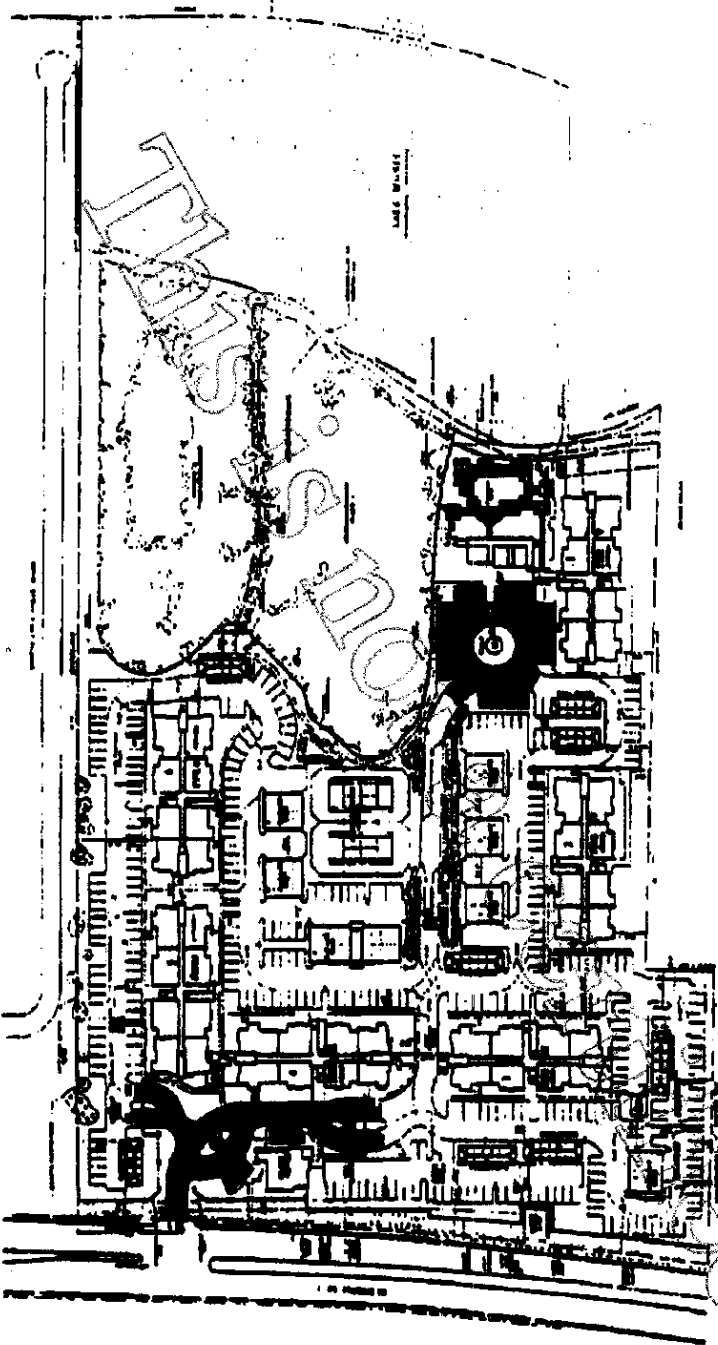


EXHIBIT "B"