

DISCLOSURE OF INTEREST AFFIDAVIT

BEFORE ME, the undersigned authority, duly authorized to take acknowledgments and administer oaths, personally appeared the undersigned person on the date set forth below, who, first being duly sworn, deposes and says under penalties of perjury:

1. That the record property owner(s) of the Real Property described in **Exhibit "A"** to this Affidavit is (are) as follows:

Name	Address
Mariner Sands Country Club, Inc., a Florida not-for-profit corporation	6490 SE Mariner Sands Drive Stuart, FL 34997

(If more space is needed attach separate sheet)

2. That the following is a list of every natural person and entity with any legal or equitable interest in the property (as defined in Section 10.2.B.3. Land Development Regulations, Martin County Code):

Name	Address	Interest
See attached Division of Corporations summary for names, titles and addresses of officers		

(If more space is needed attach separate sheet)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Not For Profit Corporation
MARINER SANDS COUNTRY CLUB, INC.

Filing Information

Document Number	743840
FEI/EIN Number	59-2147192
Date Filed	08/07/1978
State	FL
Status	ACTIVE
Last Event	AMENDED AND RESTATED ARTICLES
Event Date Filed	04/26/2013
Event Effective Date	NONE

Principal Address

6500 SE MARINER SANDS DR.
STUART, FL 34997

Changed: 02/19/2008

Mailing Address

6500 SE MARINER SANDS DR.
STUART, FL 34997

Changed: 02/19/2008

Registered Agent Name & Address

CORNETT, JANE, ESQ
BECKER & POLIAKOFF
759 SW Federal Highway
STUART, FL 34994

Name Changed: 06/10/2010

Address Changed: 04/11/2019

Officer/Director Detail

Name & Address

Title Treasurer

Tyre, Steven

5201 SE Brandywine Way #17
STUART, FL 34997

Title VP

Owen, Morris
6386 SE Oakmont Place
Stuart, FL 34997

Title Secretary

Saks, Andrea
6062 SE Medinah Lane
Stuart, FL 34997

Title President

Hildebrand, Marshall
5974 SE Oakmont Place
Stuart, FL 34997

Annual Reports

Report Year	Filed Date
2020	04/22/2020
2021	06/22/2021
2022	05/12/2022

Document Images

05/12/2022 -- ANNUAL REPORT	View image in PDF format
06/22/2021 -- ANNUAL REPORT	View image in PDF format
11/19/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
04/22/2020 -- ANNUAL REPORT	View image in PDF format
04/11/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
04/18/2017 -- ANNUAL REPORT	View image in PDF format
04/21/2016 -- ANNUAL REPORT	View image in PDF format
04/10/2015 -- ANNUAL REPORT	View image in PDF format
04/26/2013 -- Amended and Restated Articles	View image in PDF format
04/11/2012 -- ANNUAL REPORT	View image in PDF format
04/19/2011 -- ANNUAL REPORT	View image in PDF format
03/29/2011 -- Amendment	View image in PDF format
06/10/2010 -- Reg. Agent Change	View image in PDF format
04/16/2010 -- ANNUAL REPORT	View image in PDF format
04/17/2009 -- ANNUAL REPORT	View image in PDF format
07/28/2008 -- Amended and Restated Articles	View image in PDF format
04/29/2008 -- ANNUAL REPORT	View image in PDF format
02/19/2008 -- Reg. Agent Change	View image in PDF format
07/11/2007 -- ANNUAL REPORT	View image in PDF format

3. That the following is a list of those, who have any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property:

Name	Address	Interest
None		

(If more space is needed attach separate sheet)

4. That the following is a list of all other applications for which the applicant has an interest as defined in subsection b. and c. of Section 10.2.B.3. Land Development Regulations, Martin County Code currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.

Application Name and/or Project Number	Names & Addresses of Parties involved	Date	Type of Application	Status of Application *
None				

(If more space is needed attach separate sheet)

- Status defined as:
A = Approved
P = Pending
D = Denied
W = Withdrawn

This Affidavit is given for the purpose of establishing compliance with the provisions of Section 10.2.B.3 Land Development Regulations; Martin County Code.

FURTHER AFFIANT SAYETH NOT.

AFFIANT


Marshall Hildebrand

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Disclosure of Interest Affidavit was sworn to, affirmed and subscribed before me this 5th day of October 2022, by Marshall Hildebrand, who is personally known to me or have produced _____ as identification.



(Notary Seal)

Notary Public, State of Florida

Print Name: Linda A. Mancuso

My Commission Expires: August 2, 2025

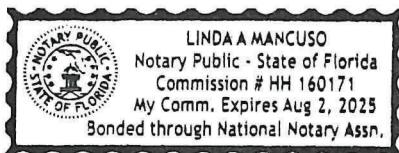


Exhibit "A"
(Disclosure of Interest and Affidavit)
(Legal Description)

194/130
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Record & Return to:
FLORIDA ABSTRACT & TITLE
INSURANCE CO. OF STUART

714834

STATUTORY WARRANTY DEED

THIS INDENTURE, made this 31st day of May, 1988, by and between MARINER SANDS ASSOCIATES, a Florida general partnership (the "Grantor"), whose mailing address is 6500 Mariner Sands Drive, Stuart, Florida 33497, and MARINER SANDS COUNTRY CLUB, INC., a Florida not-for-profit corporation (the "Grantee"), whose mailing address is 6500 Mariner Sands Drive, Stuart, Florida 33497:

W I T N E S S E T H

That Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land (the "Property"), situate, lying and being in the County of Martin, State of Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SUBJECT, HOWEVER, TO: (a) easements, rights-of-way, restrictions, and reservations shown on the following plats: (i) Mariner Sands Plat No. 1, recorded in Plat Book 6, Page 47, (ii) Plat of Mariner Sands Country Club, recorded in Plat Book 8, Page 21, (iii) Replat of a Portion of Mariner Sands Plat No. 1, recorded in Plat Book 8, Page 23, (iv) Plat of Ironwood, a Replat of a Portion of Mariner Sands Plat No. 1, recorded in Plat Book 8, Page 40, (v) Mariner Sands Plat No. 2, recorded in Plat Book 8, Page 59, (vi) Mariner Sands Plat No. 3, recorded in Plat Book 9, Page 18, (vii) Plat of the Fairways, a Replat of a Portion of Mariner Sands Plat No. 1 and a Portion of the Plat of Ironwood, recorded in Plat Book 9, Page 33, (viii) Mariner Sands Plat No. 4, recorded in Plat Book 9, Page 60, (ix) Mariner Sands Plat No. 6, recorded in Plat Book 9, Page 91, (x) Plat of Winged Foot Cottages, recorded in Plat Book 9, Page 92, (xi) Plat of Congressional Place, recorded in Plat Book 10, Page 20, (xii) Mariner Sands Plat No. 7 (Oakmont), recorded in Plat Book 10, Page 21, (xiii) A Replat of a Portion of Mariner Sands Plat No. 7 (Lot 18), recorded in Plat Book 10, Page 38, (xiv) Mariner Sands Plat No. 8 (Chapel), recorded in Plat Book 10, Page 47, (xv) Mariner Sands Plat No. 5 recorded in Plat Book 10, Page 48, (xvi) Mariner Sands Plat No. 9 (Cypress Point), recorded in Plat Book 10, Page 68, and (xvii) Mariner Sands Plat No. 10, recorded in Plat Book 10, Page 71, of the public records of Martin County, Florida; (b) reservations, restrictions, covenants, terms, considerations, easements, liens and limitations contained in the Mariner Sands Community Covenants, as recorded in O.R. Book 449, Page 2189 of the public records of Martin County, Florida, as amended from time to time; (c) easement recorded in O.R. Book 433, page 2571, of the public records of Martin County, Florida; (d) agreement recorded in O.R. Book 611, Page 451 of the public records of Martin County, Florida; (e) easements recorded in O.R. Book 536, Page 1229 and O.R. Book 536, Page 1229 of the public records of Martin County, Florida, as transferred by Transfer of Easements, recorded in O.R. Book 700, Page 2492, of the public records of Martin County, Florida; (f) Land Lease recorded in O.R. Book 545, page 1383, of the public records of Martin County, Florida; (g) applicable zoning and other regulatory laws and ordinances,

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Manda Miller
Clerk of Circuit Court
Martin Co., Fla.
By BU D.C.

SS. 767 PAGE 1804

including without limitation (i) Planned Unit Development Zoning Agreement dated July 25, 1978, recorded in O.R. Book 451, page 1780, (ii) Amendments, recorded in O.R. Book 452, page 119, O.R. Book 478, page 2430, O.R. Book 505, page 1590, O.R. Book 505, page 2268, O.R. Book 512, page 1177, O.R. Book 514, page 347, O.R. Book 520, page 1957, O.R. Book 524, page 549, O.R. Book 525, page 1907, O.R. Book 528, page 2495, O.R. Book 543, page 1540, O.R. Book 546, page 539, O.R. Book 551, page 254, O.R. Book 571, page 1775, O.R. Book 596, page 1349, O.R. Book 599, page 1374, O.R. Book 605, page 1475, O.R. Book 628, page 712, O.R. Book 628, page 1029, O.R. Book 633, page 585, O.R. Book 662, page 1103, O.R. Book 670, page 852, O.R. Book 698, page 1378, (iii) Resolution #77-9.13 recorded in O.R. Book 440, page 1, (iv) Resolution #79-1.28 recorded in O.R. Book 468, page 2282, (v) Resolution #78-11.15 recorded in O.R. Book 475, page 1494, (vi) Resolution #81-1.8 recorded in O.R. Book 515, page 1018, (vii) Resolution #81-5.6 recorded in O.R. Book 524, page 548, (viii) Resolution #81-6.9 recorded in O.R. Book 525, page 1906, (ix) Resolution #81-8.2 recorded in O.R. Book 528, page 2493, (x) Resolution #82-2.12 recorded in O.R. Book 545, page 1319, (xi) Resolution #82-3.25 recorded in O.R. Book 543, page 1544, (xii) Resolution #82-7.23 recorded in O.R. Book 551, page 252, (xiii) Resolution #83-10.14 recorded in O.R. Book 585, page 1295, (xiv) Resolution #85-3.3 recorded in O.R. Book 630, page 1869, (xv) Resolution #84-3.14 recorded in O.R. Book 598, page 1416, (xvi) Resolution #85-1.6 recorded in O.R. Book 626, page 882, (xvii) Resolution #85-12.14 recorded in O.R. Book 662, page 1095, (xviii) Resolution #85-12.15 recorded in O.R. Book 662, page 1099, (xix) Resolution #86-3.33 recorded in O.R. Book 670, page 845 and O.R. Book 670, page 1774, (xx) Resolution #86-3.34 recorded in O.R. Book 670, page 849, (xxi) Resolution #86-7.11 recorded in O.R. Book 691, page 843, (xxii) Resolution #86-7.26 recorded in O.R. Book 693, page 298, (xxiii) Resolution #86-11.18 recorded in O.R. Book 698, page 1371, (xxiv) Resolution #86-11.17, recorded in O.R. Book 705, page 1949, (xxv) Resolution #86-12.2 recorded in O.R. Book 712, page 818 of the public records of Martin County, Florida; (h) taxes and assessments for the year 1988 and subsequent years; and (i) the Restrictive Covenants and Conditions attached hereto as Exhibit A-1.

BY ACCEPTANCE OF THIS DEED, Grantee agrees for itself, and on behalf of its successors and assigns (including successors in title to the Property), that it takes the Property subject to all obligations imposed by items (a) through (i) set forth above.

BY ACCEPTANCE OF THIS DEED, the Grantee hereby acknowledges that the Grantor intends to continue to market and develop Mariner Sands and that Grantee agrees that, with respect to the portion of the Property adjacent to Tract CM-1 of Mariner Sands Plat No. 1 as recorded in Plat Book 6, Page 47 of the public records of Martin County, Florida, it may be necessary or desirable for the development of Tract CM-1 to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way, to modify the boundary lines, to plat or replat the Property and to take such other action as Grantor, its successors or assigns may deem necessary and appropriate, but which does not materially affect the use of the Property as a country club facility, and Grantee agrees to execute and deliver, and will cause the holders of any liens upon or interest in the Property to execute and deliver, any and all documents and instruments which Grantor, its successors or assigns deems necessary or desirable. Grantor will promptly complete all construction associated with any of the foregoing on the Property and shall after completion of any construction restore the Property to the condition existing immediately prior to any such construction. No modification of boundary lines in accordance with the foregoing, shall be made without the prior written approval by the Club, such approval not to be unreasonably withheld.

AND, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its general partner on the day and year first above written.

Witness:

[Signature]
Charles H. Masius

MARINER SANDS ASSOCIATES,
a Florida general partnership

By: Environmental Ventures, Inc.,
General Partner

By: [Signature]

Its: [Signature]

Attest: [Signature]

Its: SECRETARY
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 16th day of MAY, 1982, by Eriny D. Spencer and Charles H. Masius, as PRESIDENT and SECRETARY, respectively, of Environmental Ventures, Inc., general partner of Mariner Sands Associates, a Florida general partnership, on behalf of the partnership.

[Signature]
Notary Public
State of Florida
My Commission Expires

Notary Public, State of Florida
My Commission Expires Nov. 8, 1991
Bonded by Western Surety Company

Prepared by:

Marc I. Spencer, Esq.
Gunster, Yoakley, Criser
& Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
P.O. Box 4587
West Palm Beach, Florida 33402-4587

EXHIBIT A-1

RESTRICTIVE COVENANTS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of the conveyance made in the deed of which these Restrictive Covenants and Conditions are attached, MARINER SANDS ASSOCIATES, a Florida general partnership ("Mariner Sands Associates"), hereby establishes, declares and prescribes that the real property (the "Property") described as:

SEE EXHIBIT A OF THE DEED TO WHICH THIS IS AN ATTACHMENT

shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth, which shall apply to and be covenants running with the Property; MARINER SANDS COUNTRY CLUB, INC., a Florida not-for-profit corporation (the "Owner"), its successors and assigns, hereby covenants and agrees, and every Owner, present and future of the Property or any part thereof (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant, to comply with, abide and be bound by the restrictive covenants and conditions.

1. USE. The Property will be transferred subject to a restriction that the Property shall only be used for recreational or open space purposes and only such uses which may be appurtenant and ancillary thereto, including restaurants and pro shops. Construction of dwelling units and commercial uses not ancillary and necessary to club operations are expressly prohibited. Provided however, no use or operation within the Property shall be in violation of any ordinance, resolution, or applicable law of the City of Stuart, Florida, existing on the date hereof.

2. RESTRICTIONS AND COVENANTS RUNNING WITH THE PROPERTY. The restrictions, covenants, conditions, obligations, reservations, rights, powers and charges herein provided for shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and inure to the benefit of and be enforceable by Mariner Sands Associates, its successors and assigns, and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

3. REMEDIES FOR VIOLATION. Violation or breach of any restriction, covenant, condition, obligation, reservation, right, power or charge herein set forth shall give Mariner Sands Associates, its successors and assigns, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such violated or breached covenant, condition, obligation, reservation, right, power or charge, and to prevent the violation or breach thereof; and the expenses of such litigation shall be borne by the party losing such litigation.

4. ADDITIONS AND AMENDMENTS TO RESTRICTIONS. Mariner Sands Associates may add to and/or amend the foregoing covenants and restrictions in any manner which is not inconsistent with and which do not lower the standards of the covenants and restrictions herein set forth. Mariner Sands Associates may, with the approval and joinder of Owner, its successors and assigns, modify wholly or partially waive, or cancel the restrictive covenants and conditions herein set forth, at any time or from time to time. Mariner Sands

Associates may wholly or partially assign any and all of its rights, powers and privileges and/or wholly or partially delegate its obligations, if any, under this instrument to any other corporation, association or person.

5. DURATION. These Restrictive Covenants and Conditions shall remain in effect for a period of thirty (30) years from the date of the deed to which this is an attachment, after which time, it shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the owners of equity memberships in the Owner have voted at a duly constituted meeting of the members to amend or terminate these Restrictive Covenants and Conditions.

LEGAL DESCRIPTION
OF MARINER SANDS GOLF COURSES
AND RECREATION PARCELS

1. Tracts RC-1, RC-2 Mariner Sands Country Club Plat as recorded in Plat Book 8, Page 21 of the Public Records of Martin County, Florida.
- And,
 2. Being Tracts GC-2, GC-3, GC-4, GC-5, GC-6, GC-7, GC-8, GC-9, FR-1 and FR-3 Mariner Sands Plat No. 1, as recorded in Plat Book 6, Page 47 of the Public Records of Martin County, Florida.
- And,
 3. That portion of GC-3 lying West of and contiguous with Lots 21, 22, 23, 24, 32, 33, 34, 35, 36, 37 and Tract GA-5 as shown on Plat of Ironwood, a replat of a portion of Mariner Sands Plat No. 1 as recorded in Plat Book 8, Page 40 of said Public Records of Martin County, Florida.
 - Less,
 - 3.a. That portion of said Tract GC-3 as shown on said Plat of Ironwood, lying within Tract MF-1 as shown on said Plat of the Fairways.
 - Less,
 - 3.b. A parcel of land as recorded in Official Records Book 675, page 2118, Public Records of Martin County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 35 of said Plat of Ironwood as recorded in Plat Book 8, page 40 Public Records of Martin County, Florida, thence N20 20'17"W along the West line of said Lot 35 a distance of 60.00 feet to the Northwest corner of said Lot 35; thence Westerly at right angles to the West line of Lot 35 a distance of 10.00 feet; thence Southerly and parallel with the West line of Lot 35 a distance of 60.00 feet; thence Easterly at right angles to the immediately preceding course, a distance of 10.00 feet to the Point of Beginning.
 - Less,
 - 3.c. A parcel of land as recorded in Official Records Book 675, Page 2120 Public Records of Martin County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 35 of said Plat of Ironwood as recorded in Plat Book 8, page 40 Public Records of Martin County, Florida; thence S 20 20'17" E along the West line of Lot 36 of said Plat of Ironwood, a distance of 75.00 feet to the Southwest corner of said Lot 36; thence N 27 55'58" W a distance of 75.66 feet; thence N 69 39'43" E a distance of 10.00 feet to the Point of Beginning
 - And,
 4. That portion of Tract GC-5 as shown being contiguous to Lot 8 on said Plat of Ironwood.
 - Less,
 - 4.a. That portion of Tract GC-5 of said Mariner Sands Plat No. 1, lying within Lots 9, 20, and 21 of said Plat of Ironwood.

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BOOK

EXHIBIT "A"

- And, 5. That Parcel shown as addition to Tract GC-3 as shown on Plat of the Fairways, as recorded in Plat Book 9, Page 33 of said Public Records of Martin County, Florida.
- And, 6. That portion of Tract GC-7 as shown lying at the Southwest corner of Tract MF-3 of A Replat Of A Portion of Mariner Sands Plat No. 1 as recorded in Plat Book 8, Page 23 of said Public Records of Martin County, Florida.
- And, 7. Being all of Tract GC-11 and Tract GC-12 in Mariner Sands Plat No. 3 as recorded in Plat Book 9, Page 18 of the Public Records of Martin County, Florida.
- And, 8. Being all of Tract GC-13 in Mariner Sands Plat No. 4 as recorded in Plat Book 9, Page 60 of the Public Records of Martin County, Florida.
- And, 9. Being all of Tract GC-15 in Mariner Sands Plat No. 5 as recorded in Plat Book 9, Page 91 of the Public Records of Martin County, Florida.
- And, 10. Being all of Tract GC-14 in Mariner Sands Plat No. 6 as recorded in Plat Book 10, Page 48 of the Public Records of Martin County, Florida.
- And, 11. Being all of Tract GC-15 in Mariner Sands Plat No. 7 as recorded in Plat Book 10, Page 21 of the Public Records of Martin County, Florida.
- And, 12. Being all of Tract GC-17, GC-18 and Tract GC-19 in Mariner Sands Plat No. 9 as recorded in Plat Book 10, Page 68 of the Public Records of Martin County, Florida.
- And, 13. Being all of Tracts GC-20 and GC-21 in Mariner Sands Plat No. 10 as recorded in Plat Book 10, Page 71 of the Public Records of Martin County, Florida.
- And 14. A portion of Tract CA-1 according to the Plat of Mariner Sands Country Club as recorded in Plat Book 8, Page 21, of the Public Records of Martin County, Florida, more particularly described by Quit Claim Deed dated the 19th day of June 1984 as recorded in Official Record Book 608, Page 1709.

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BOOK

FILED FOR RECORD
JUN 19 1984
BY [Signature]
CLERK OF DISTRICT COURT
D.C.

Appendix
Article 10.2.B.3. Article 10, Development Review Procedures;
Land Development Regulations; Martin County Code

10.2.B. Application submittal for development approval. Applications for development approval shall comply with the following described procedures:

1. Initiation. A development application shall be filed with the County Administrator by the owner or other person having a power of attorney from the owner to make the application.
2. Acceptance of the application. A development application will be received for processing on any working day.
3. Verification of property ownership. The documents required below are required prior to an application being determined complete. After the application is determined to be complete, the applicant has a continuing obligation to provide revised documents to reflect any changes to the information provided that may occur before and as of the date of the final public hearing or final action on the application.
 - a. Proof of ownership must be provided for any application for any type of development order. The applicant shall provide a copy of the recorded deed for the subject property, and shall certify any subsequent transfers of interests in the property. If the applicant is not the owner of record, the applicant is required to report its interest in the subject property.
 - b. The applicant must disclose the names and addresses of each and every natural person or entity with any legal or equitable interest in the property of the proposed development, including all individuals, children, firms, associations, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, limited liability company, professional associations and all other groups or combinations.
 - c. For those entities that are a firm, association, joint adventure, partnership, estate, trust, business trust, syndicate, fiduciary, corporation, limited liability company, professional associations and all other groups or combinations thereof, every natural person or entity that enjoys a legal or equitable interest in property of the proposed development shall be disclosed including but not limited to any partners, members, shareholders, trustees, and stockholders.
 - d. The disclosure required in b. and c. above shall not apply to companies that are publicly traded and to consultants and contractors who may perform professional services or work related to the property.
 - e. In addition, the disclosure must include those having any interest in a contract for sale of the property, or a conveyance of any interest in the property, including but not limited to, real estate brokers and salespersons; and any and all mortgagees of the property.
 - f. The applicant must list all other applications for which they have an interest as defined in subsection b. and c. above that is currently pending before Martin County. The list shall include any development applications, waiver applications, road opening applications, and lien reduction requests.
 - g. Any development order, including applications for Planned Unit Developments which was granted or approved based on false or incomplete disclosure will be presumed to have been fraudulently induced and will be deemed by the Martin County Board of County Commissioners to be void ab initio and set aside, repealed, or vacated.

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Record & Return to:
FLORIDA ABSTRACT & TITLE
INSURANCE CO. OF STUART

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STATUTORY WARRANTY DEED

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W I T N E S S E T H

That Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00) to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its successors and assigns forever, the following described land (the "Property"), situate, lying and being in the County of Martin, State of Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

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By BC D.C.

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including without limitation (i) Planned Unit Development Zoning Agreement dated July 25, 1978, recorded in O.R. Book 451, page 1780, (ii) Amendments, recorded in O.R. Book 452, page 119, O.R. Book 478, page 2430, O.R. Book 505, page 1590, O.R. Book 505, page 2268, O.R. Book 512, page 1177, O.R. Book 514, page 347, O.R. Book 520, page 1957, O.R. Book 524, page 549, O.R. Book 525, page 1907, O.R. Book 528, page 2495, O.R. Book 543, page 1540, O.R. Book 546, page 539, O.R. Book 551, page 254, O.R. Book 571, page 1775, O.R. Book 596, page 1349, O.R. Book 599, page 1374, O.R. Book 605, page 1475, O.R. Book 628, page 712, O.R. Book 628, page 1029, O.R. Book 633, page 585, O.R. Book 662, page 1103, O.R. Book 670, page 852, O.R. Book 698, page 1378, (iii) Resolution #77-9.13 recorded in O.R. Book 440, page 1, (iv) Resolution #79-1.28 recorded in O.R. Book 468, page 2282, (v) Resolution #78-11.15 recorded in O.R. Book 475, page 1494, (vi) Resolution #81-1.8 recorded in O.R. Book 515, page 1018, (vii) Resolution #81-5.6 recorded in O.R. Book 524, page 548, (viii) Resolution #81-6.9 recorded in O.R. Book 525, page 1906, (ix) Resolution #81-8.2 recorded in O.R. Book 528, page 2493, (x) Resolution #82-2.12 recorded in O.R. Book 545, page 1319, (xi) Resolution #82-3.25 recorded in O.R. Book 543, page 1544, (xii) Resolution #82-7.23 recorded in O.R. Book 551, page 252, (xiii) Resolution #83-10.14 recorded in O.R. Book 585, page 1295, (xiv) Resolution #85-3.3 recorded in O.R. Book 630, page 1869, (xv) Resolution #84-3.14 recorded in O.R. Book 598, page 1416, (xvi) Resolution #85-1.6 recorded in O.R. Book 626, page 882, (xvii) Resolution #85-12.14 recorded in O.R. Book 662, page 1095, (xviii) Resolution #85-12.15 recorded in O.R. Book 662, page 1099, (xix) Resolution #86-3.33 recorded in O.R. Book 670, page 845 and O.R. Book 670, page 1774, (xx) Resolution #86-3.34 recorded in O.R. Book 670, page 849, (xxi) Resolution #86-7.11 recorded in O.R. Book 691, page 843, (xxii) Resolution #86-7.26 recorded in O.R. Book 693, page 298, (xxiii) Resolution #86-11.18 recorded in O.R. Book 698, page 1371, (xxiv) Resolution #86-11.17, recorded in O.R. Book 705, page 1949, (xxv) Resolution #86-12.2 recorded in O.R. Book 712, page 818 of the public records of Martin County, Florida; (h) taxes and assessments for the year 1988 and subsequent years; and (i) the Restrictive Covenants and Conditions attached hereto as Exhibit A-1.

BY ACCEPTANCE OF THIS DEED, Grantee agrees for itself, and on behalf of its successors and assigns (including successors in title to the Property), that it takes the Property subject to all obligations imposed by items (a) through (i) set forth above.

BY ACCEPTANCE OF THIS DEED, the Grantee hereby acknowledges that the Grantor intends to continue to market and develop Mariner Sands and that Grantee agrees that, with respect to the portion of the Property adjacent to Tract CM-1 of Mariner Sands Plat No. 1 as recorded in Plat Book 6, Page 47 of the public records of Martin County, Florida, it may be necessary or desirable for the development of Tract CM-1 to grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and rights-of-way, to modify the boundary lines, to plat or replat the Property and to take such other action as Grantor, its successors or assigns may deem necessary and appropriate, but which does not materially affect the use of the Property as a country club facility, and Grantee agrees to execute and deliver, and will cause the holders of any liens upon or interest in the Property to execute and deliver, any and all documents and instruments which Grantor, its successors or assigns deems necessary or desirable. Grantor will promptly complete all construction associated with any of the foregoing on the Property and shall after completion of any construction restore the Property to the condition existing immediately prior to any such construction. No modification of boundary lines in accordance with the foregoing, shall be made without the prior written approval by the Club, such approval not to be unreasonably withheld.

AND, Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its general partner on the day and year first above written.

Witness:

[Signature]
Charles H. Mason

MARINER SANDS ASSOCIATES,
a Florida general partnership

By: Environmental Ventures, Inc.,
General Partner

By: *[Signature]*

Its: *[Signature]*

Attest: *[Signature]*

Its: *[Signature]*

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of MAY, 1988, by Erling D. Spence and Charles H. Mason, as President and Secretary, respectively, of Environmental Ventures, Inc., general partner of Mariner Sands Associates, a Florida general partnership, on behalf of the partnership.

[Signature]
Notary Public
State of Florida
My Commission Expires

Notary Public, State of Florida
My Commission Expires Nov. 8, 1991
Bonded by Western Surety Company

Prepared by:

Marc I. Spencer, Esq.
Gunster, Yoakley, Criser
& Stewart, P.A.
Phillips Point, Suite 500
777 South Flagler Drive
P.O. Box 4587
West Palm Beach, Florida 33402-4587

EXHIBIT A-1

RESTRICTIVE COVENANTS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS THAT:

In consideration of the conveyance made in the deed of which these Restrictive Covenants and Conditions are attached, MARINER SANDS ASSOCIATES, a Florida general partnership ("Mariner Sands Associates"), hereby establishes, declares and prescribes that the real property (the "Property") described as:

SEE EXHIBIT A OF THE DEED TO WHICH THIS IS AN ATTACHMENT

shall be owned, held, transferred and conveyed subject to the restrictive covenants and conditions hereinafter set forth, which shall apply to and be covenants running with the Property; MARINER SANDS COUNTRY CLUB, INC., a Florida not-for-profit corporation (the "Owner"), its successors and assigns, hereby covenants and agrees, and every Owner, present and future of the Property or any part thereof (by acceptance of a deed therefor, whether or not it shall be so expressed in such deed of conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant, to comply with, abide and be bound by the restrictive covenants and conditions.

1. USE. The Property will be transferred subject to a restriction that the Property shall only be used for recreational or open space purposes and only such uses which may be appurtenant and ancillary thereto, including restaurants and pro shops. Construction of dwelling units and commercial uses not ancillary and necessary to club operations are expressly prohibited. Provided however, no use or operation within the Property shall be in violation of any ordinance, resolution, or applicable law of the City of Stuart, Florida, existing on the date hereof.

2. RESTRICTIONS AND COVENANTS RUNNING WITH THE PROPERTY. The restrictions, covenants, conditions, obligations, reservations, rights, powers and charges herein provided for shall constitute a servitude in and upon the Property and every part thereof, and shall run with the Property and inure to the benefit of and be enforceable by Mariner Sands Associates, its successors and assigns, and failure to enforce any restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge herein contained shall in no event be deemed a waiver of the right to thereafter enforce any such restriction, covenant, condition, obligation, reservation, right, power or charge.

3. REMEDIES FOR VIOLATION. Violation or breach of any restriction, covenant, condition, obligation, reservation, right, power or charge herein set forth shall give Mariner Sands Associates, its successors and assigns, in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of such violated or breached covenant, condition, obligation, reservation, right, power or charge, and to prevent the violation or breach thereof; and the expenses of such litigation shall be borne by the party losing such litigation.

4. ADDITIONS AND AMENDMENTS TO RESTRICTIONS. Mariner Sands Associates may add to and/or amend the foregoing covenants and restrictions in any manner which is not inconsistent with and which do not lower the standards of the covenants and restrictions herein set forth. Mariner Sands Associates may, with the approval and joinder of Owner, its successors and assigns, modify wholly or partially waive, or cancel the restrictive covenants and conditions herein set forth, at any time or from time to time. Mariner Sands

Associates may wholly or partially assign any and all of its rights, powers and privileges and/or wholly or partially delegate its obligations, if any, under this instrument to any other corporation, association or person.

5. DURATION. These Restrictive Covenants and Conditions shall remain in effect for a period of thirty (30) years from the date of the deed to which this is an attachment, after which time, it shall be automatically extended for successive periods of ten (10) years each, unless seventy-five percent (75%) of the owners of equity memberships in the Owner have voted at a duly constituted meeting of the members to amend or terminate these Restrictive Covenants and Conditions.

LEGAL DESCRIPTION
OF MARINER SANDS GOLF COURSES
AND RECREATION PARCELS

1. Tracts RC-1, RC-2 Mariner Sands Country Club Plat as recorded in Plat Book 8, Page 21 of the Public Records of Martin County, Florida.
- And,
 2. Being Tracts GC-2, GC-3, GC-4, GC-5, GC-6, GC-7, GC-8, GC-9, FR-1 and FR-3 Mariner Sands Plat No. 1, as recorded in Plat Book 6, Page 47 of the Public Records of Martin County, Florida.
- And,
 3. That portion of GC-3 lying West of and contiguous with Lots 21, 22, 23, 24, 32, 33, 34, 35, 36, 37 and Tract GA-5 as shown on Plat of Ironwood, a replat of a portion of Mariner Sands Plat No. 1 as recorded in Plat Book 8, Page 40 of said Public Records of Martin County, Florida.
Less,
 - 3.a. That portion of said Tract GC-3 as shown on said Plat of Ironwood, lying within Tract MF-1 as shown on said Plat of the Fairways.
Less,
 - 3.b. A parcel of land as recorded in Official Records Book 675, page 2118, Public Records of Martin County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 35 of said Plat of Ironwood as recorded in Plat Book 8, page 40 Public Records of Martin County, Florida, thence N20 20'17"W along the West line of said Lot 35 a distance of 60.00 feet to the Northwest corner of said Lot 35; thence Westerly at right angles to the West line of Lot 35 a distance of 10.00 feet; thence Southerly and parallel with the West line of Lot 35 a distance of 60.00 feet; thence Easterly at right angles to the immediately preceding course, a distance of 10.00 feet to the Point of Beginning.
Less,
 - 3.c. A parcel of land as recorded in Official Records Book 675, Page 2120 Public Records of Martin County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Lot 35 of said Plat of Ironwood as recorded in Plat Book 8, page 40 Public Records of Martin County, Florida; thence S 20 20'17" E along the West line of Lot 36 of said Plat of Ironwood, a distance of 75.00 feet to the Southwest corner of said Lot 36; thence N 27 55'58" W a distance of 75.66 feet; thence N 69 39'43" E a distance of 10.00 feet to the Point of Beginning
- And,
 4. That portion of Tract GC-5 as shown being contiguous to Lot 8 on said Plat of Ironwood.
Less,
 - 4.a. That portion of Tract GC-5 of said Mariner Sands Plat No. 1, lying within Lots 9, 20, and 21 of said Plat of Ironwood.

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EXHIBIT "A"

- And,
5. That Parcel shown as addition to Tract GC-3 as shown on Plat of the Fairways, as recorded in Plat Book 9, Page 33 of said Public Records of Martin County, Florida.
- And,
6. That portion of Tract GC-7 as shown lying at the Southwest corner of Tract MF-3 of A Replat Of A Portion of Mariner Sands Plat No. 1 as recorded in Plat Book 8, Page 23 of said Public Records of Martin County, Florida.
- And,
7. Being all of Tract GC-11 and Tract GC-12 in Mariner Sands Plat No. 3 as recorded in Plat Book 9, Page 18 of the Public Records of Martin County, Florida.
- And,
8. Being all of Tract GC-13 in Mariner Sands Plat No. 4 as recorded in Plat Book 9, Page 60 of the Public Records of Martin County, Florida.
- And,
9. Being all of Tract GC-15 in Mariner Sands Plat No. 5 as recorded in Plat Book 9, Page 91 of the Public Records of Martin County, Florida.
- And,
10. Being all of Tract GC-14 in Mariner Sands Plat No. 6 as recorded in Plat Book 10, Page 48 of the Public Records of Martin County, Florida.
- And,
11. Being all of Tract GC-15 in Mariner Sands Plat No. 7 as recorded in Plat Book 10, Page 21 of the Public Records of Martin County, Florida.
- And,
12. Being all of Tract GC-17, GC-18 and Tract GC-19 in Mariner Sands Plat No. 9 as recorded in Plat Book 10, Page 68 of the Public Records of Martin County, Florida.
- And,
13. Being all of Tracts GC-20 and GC-21 in Mariner Sands Plat No. 10 as recorded in Plat Book 10, Page 71 of the Public Records of Martin County, Florida.
- And
14. A portion of Tract CA-1 according to the Plat of Mariner Sands Country Club as recorded in Plat Book 8, Page 21, of the Public Records of Martin County, Florida, more particularly described by Quit Claim Deed dated the 19th day of June 1984 as recorded in Official Record Book 608, Page 1709.

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FILED FOR RECORD
JUN 10 1984
BY [Signature]
CLERK OF DISTRICT COURT
D.C.
66 JUN -3 AM 10:47

To the best of my knowledge and belief, there has been no transfer of the subject property since the Warranty Deed of common property controlled by the Mariner Sands Country Club, Inc. was recorded in the Martin County Public Records.

DATED THIS 15 DAY OF November, 2022.


Brian J. Nolan, Jr.

STATE OF FLORIDA
COUNTY OF MARTIN

THE FOREGOING WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 15 DAY OF November, 2022 BY BRIAN J. NOLAN, JR., WHO ☒ IS PERSONALLY KNOWN TO ME OR ☐ HAS PRODUCED _____ AS IDENTIFICATION.



Linda H. Brady
NOTARY PUBLIC

MY COMMISSION EXPIRES: