Inst No:01036693 Date:12/11/2001
GAIL WADSWORTH, FLAGLER County
By: D.C. Time:07:52:36

OFF REC 0786 PAGE 0824

PLAT ADDENDUM

Ocean Hammock Golf Course

This **PLAT ADDENDUM** is entered into this 10 day of DECEMBER, 2001 between **LOWE OCEAN HAMMOCK, LTD.,** a Florida Limited Partnership, Post Office Box 354489, Palm Coast, Florida 32135-4489 (904)-446-6418, ("**Developer**") and the **BOARD OF COUNTY COMMISSIONERS OF FLAGLER COUNTY, FLORIDA,** 1200 E. Moody Blvd., Bldg. No. 1, Bunnell, Florida 32110 (the "**County**"), and they are collectively referred to as the "**Parties**".

WHEREAS, Developer has applied for and the County has approved a plat for the Ocean Hammock Golf Course Subdivision ("**Plat**") located within Flagler County, Florida (the "**Property**"). This Plat is binding on the County, the Developer and its successors in title, and shall run with the land and bind all future owners.

In consideration of the mutual promises, covenants and conditions contained herein, the parties agree as follows in regard to the Plat:

1. MAINTENANCE BOND

Developer has installed all applicable improvements as provided in Section 4.03.01 of the Land Development Code of Flagler County (the "**LDC**"). The scope and value of the improvements are identified in Exhibit "A" (Engineers' Estimate of Probable Cost of Improvements, prepared by Gee & Jenson E-A-P, Inc.), attached hereto and incorporated herein by reference. A maintenance bond shall be provided by the Developer to the County per section 4.03.03 of the Land Development Code for all subdivision improvements designated in Exhibit "A" attached hereto and incorporated herein by reference.

2. PLAT RECORDATION

The Plat shall be recorded in Map Book 33, Page 11-18, of the Public Records of Flagler County, Florida.

3. DEVELOPMENT ORDER CONDITIONS

Ocean Hammock Golf Course is contained within the Ocean Recreation Community of the Hammock Dunes (DRI) development and is subject to all conditions of the Hammock Dunes Development Order issued by the County in Resolution 84-7 dated March 30, 1984, as amended in Resolution 95-50 dated July 17, 1995 and as amended in Resolution 98-10 dated March 6, 1998 (the "**Development Order**").

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RT: Cheryl Dukes Rm 114

4. **MAINTENANCE RESPONSIBILITY**

The Ocean Hammock Golf Course will be a privately owned golf course and attendant facilities and all maintenance obligations with respect thereto shall be performed by the owner of the golf course facilities. The golf course property owner will not be required to belong to the Ocean Hammock Property Owners Association, Inc. (the "**Association**"). The golf course property owner shall be responsible for the maintenance of all cart paths, including, without limitation, those located within the landscape buffer parcels. In addition, the golf course property owner shall initially be responsible for the maintenance of the internal storm water management system; provided, however, that the golf course property owner shall have the right to transfer such maintenance obligation to the Association or the Dunes Community Development District.

The Association shall be responsible for maintenance of all internal roadways, common landscape improvements, the dunes preservation area, the internal stormwater management system (subject to the terms and conditions set forth in the foregoing paragraph), the landscape buffers (excluding the golf cart paths located thereon), all recreational trails, all improvements located within the beach access easement areas (including those located within the landscape buffers), and any common property or facilities owned by the Association within the platted area, provided however, that the Association and/or Developer shall have the right to transfer such maintenance obligation and/or title of the common property or facilities owned by the Association or Developer within the platted area to the Dunes Community Development District.

The Dunes Community Development District is responsible for maintenance of the community wide drainage system, the wastewater collection system, water distribution system and reuse water system.

5. **WATER/SEWER AND REUSE**

All proposed golf course related buildings open to the public and providing sinks and/or toilet facilities will connect to central water and sewer services. Potable wells and/or septic systems are prohibited.

Installation of reuse lines is required to serve the entire golf course for irrigation including all golf course related buildings, open space and common areas.

6. **GOLF COURSE PARCEL RESTRICTIONS**

The parcels shown hereon will be perpetually used as golf course land, lake, clubhouse, appropriate associated golf course facilities, open space, parks, dune preservation or such other appropriate recreational or governmental usages approved by the Board of County Commissioners.

7. **FLAGLER COUNTY LAND DEVELOPMENT CODE REQUIREMENTS**

Development is subject to the Flagler County Land Development Code except to the extent preempted by the Development Order.

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8. **MINIMUM FINISH FLOOR ELEVATIONS**

Minimum Finish Floor Elevation shall meet all County requirements at the time of application for a building permit for the golf course related buildings. However, the minimum floor elevation shall not be lower than elevation +9.3. A final certified as-built survey will be provided to the County prior to the issuance of a certificate of occupancy to confirm compliance with this criteria

9. **OAK SCRUB PROTECTION**

The Developer shall make reasonable efforts to protect or preserve the scrub oak and other oak communities in the common areas and other areas of the property not used as a roadway, clubhouse, or that would prevent the use of the land for golf. In its landscaping program, the Developer shall use native trees that will mature into canopy trees.

10. **LANDSCAPE REQUIREMENTS**

The Developer shall, to the greatest extent possible, utilize oak, scrub oak and hickory in a general landscaping plan which shall be submitted to and approved by the Flagler County Engineer prior to the commencement of construction.

11. **PROOF OF OWNERSHIP**

The Developer shall provide appropriate legal title documentation to the County reflecting all legal or equitable interest in the platted property at the time the Board of County Commissioners approves the final Plat.

12. **INTERNAL LAKES**

All internal lake systems shall be stocked and maintained with native fresh water game fish.

13. **WETLAND BUFFERS**

All wetlands shall have a twenty-five (25) foot buffer adjacent to the wetland boundary.

14. **DUNE PRESERVATION**

The land as shown within parcels "BPP1" and "BPP2", depicted on Exhibit "B" attached hereto and incorporated herein by reference, shall be a non-development zone which is to be preserved except for Dune walkovers permitted by the State and the County. Existing vegetation within parcels "BPP1" and "BPP2", if disturbed, shall be revegetated and restored and perpetually maintained with plant species approved by the Florida Department of Environmental Protection.

The clubhouse proposed to be located within golf course parcel "H" shall also be subject to the Coastal Construction Control Line ("**CCCL**") which is regulated by Florida State Statues and application processes. A continuous barrier curb of 6" x 6" pressure treated timber shall be

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installed along parcel "BPP1" in the vicinity of the clubhouse area for a distance of 400 feet north of 16th Road and perpetually maintained by the Ocean Hammock Property Owners Association, Inc. to prevent any intrusion into the dunes preservation area.

15. **TEMPORARY GOLF CLUBHOUSE**

The construction of a temporary golf clubhouse trailer and cart tent shall be in accordance with the following terms and conditions:

(i) The site plan, parking plan, landscaping plan and building improvements of the temporary golf clubhouse trailer and related facilities must be approved by the County prior to any construction activity related to the temporary golf course clubhouse trailer.

(ii) The temporary golf course clubhouse trailer and related facilities constructed by the Developer shall be removed no later than three (3) years from the date of the issuance of a Certificate of Occupancy by the County. Parking areas constructed in connection with the temporary golf course clubhouse trailer may be constructed of pervious materials. All sidewalks, handicapped parking spaces and access ramps shall be constructed of non-pervious materials.

(iii) Upon removal of the temporary golf course clubhouse and related facilities, the site area shall be fully restored to be consistent with the landscape plan referenced in Section 10 of this Agreement or be converted into a permanent clubhouse and related facilities.

16. **CLUBHOUSE SETBACK**

"Setback Line" is defined in section 3.08.02 of the Land Development Code of Flagler County. The minimum setbacks to the Ocean Hammock Golf Course Clubhouse shall be as follows:

PHASE ONE – TEMPORARY CLUBHOUSE TRAILER AND CART TENT

North (Development Parcel C-5)

To Temporary Tent	10'
To Temporary Trailer	10'
To Temporary Deck	10'

South (16th Road)

To Temporary Tent	15'
To Temporary Trailer	15'
To Temporary Deck	15'

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East (CCCL)

To Temporary Tent	20'
To Temporary Trailer	20'
To Temporary Deck	20'

West (Development Parcel C-5)

To Temporary Tent	10'
To Temporary Trailer	10'
To Temporary Deck	10'

Starter Shack

North - 16th Road R/W	50'
South - Golf Course Property Line	50'
East - CCCL	0'
West - Golf course Property Line	50'

PHASE TWO PERMANENT CLUBHOUSE BUILDING

North (Golf Course)

To Building	0'
To Deck	0'

South (16th Road)

To Building	25'
To Deck	20'

East (CCCL)

To Building	0'
To Deck	0'

West (Development Parcel C-5)

To Building	20'

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17. **PARKING**

Developer shall prohibit the Golf Course and Clubhouse facility users, Developer's employees, while working, and employees, while working, of all other entities doing business on the platted lands, from parking at the Flagler County 16th Road Park during Golf Course & Clubhouse operation hours. Parking in other areas of the 16th Road Right-Of-Way outside the park area shall be prohibited.

18. **MISCELLANEOUS**

(i) Exclusive jurisdiction and venue for resolving all issues relating to this Plat Addendum shall be the Circuit Court of Flagler County, Florida.

(ii) Developer or its successors shall be obligated to pay all costs of the County to enforce this Plat Addendum, or arising out of this Plat Addendum, including reasonable attorneys' fees and costs.

(iii) This Plat Addendum shall be recorded in the Public Records of Flagler County. It shall be a restriction and covenant running with the land, and shall be binding on the heirs, successors, executors and assigns of the parties hereto.

The Board of County Commissioners
of Flagler County, Florida

12.10.01

By: James L. Darby
Chairman

Attest: [illegible]
Clerk and Ex-Officio Clerk to the Board

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APPROVED BY THE
FLAGLER COUNTY BOARD
OF COUNTY COMMISSIONERS

ON November 19, 2001

IN WITNESS WHEREOF, Lowe Ocean Hammock, Ltd. has caused this Plat Addendum to be executed by its duly authorized corporate officer upon this date:

LOWE OCEAN HAMMOCK, LTD., a Florida limited Partnership

By: **LOWE/OCEAN HAMMOCK, INC.**, a Florida corporation, general partner

WITNESS:

Sharon M. Henry

Print Name Sharon M. Henry

By: Robert D. DeVore
Robert D. DeVore, Vice President

Date: March 6, 2001 ~~2000~~

(CORPORATE SEAL)

José Levy

Print Name Jose Levy

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing Plat Addendum was acknowledged before me on the 6th day of March 2001, ~~2000~~ by Robert D. DeVore, Vice President of Lowe/Ocean Hammock, Inc., a Florida Corporation, the General Partner of Lowe Ocean Hammock, Ltd., a Florida limited partnership, on behalf of the Corporation and Limited Partnership. He is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Sharon M. Henry
Notary Public, State of Florida

(Serial Number, if any)

OFFICIAL NOTARY SEAL
SHARON M HENRY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC963352
MY COMMISSION EXP. AUG. 24,2004

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EXHIBIT "A"					Job #97-153.15
ENGINEERS CERTIFICATION OF CONSTRUCTION COST					
OCEAN HAMMOCK GOLF COURSE WATER MANAGEMENT SYSTEM					
LAKE EQUILIZING PIPES AND SHORELINE EROSION CONTROL					
ITEM	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT COST**	**ESTIMATED COST**
Hole 2					
	72" RCP	168	LF	$125.00	$21,000.00
	72" MES	1	Ea	$3,800.00	$3,800.00
	Subtotal				**$24,800.00**
Hole 3					
	84" RCP	309	LF	$200.00	$61,800.00
	Manholes	2	Ea.	$4,000.00	$8,000.00
	Subtotal				**$69,800.00**
Hole 5					
	36" RCP	548	LF	$50.00	$27,400.00
	Manholes	2	Ea.	$4,000.00	$8,000.00
	36" MES	3	Ea.	$1,200.00	$3,600.00
	Subtotal				**$39,000.00**
Hole 6					
	54" RCP	845	LF	$80.00	$67,600.00
	36" RCP	65	LF	$50.00	$3,250.00
	30" RCP	615	LF	$30.00	$18,450.00
	Round Inlets	8	Ea	$3,000.00	$24,000.00
	36" MES	1	Ea	$1,200.00	$1,200.00
	54" MES	4	Ea	$2,500.00	$10,000.00
	Control Structures	2	Ea	$6,000.00	$12,000.00
	Subtotal				**$136,500.00**
Hole 7					
	36" RCP	185	LF	$50.00	$9,250.00
	36" MES	2	Ea.	$1,200.00	$2,400.00
	Subtotal				**$11,650.00**

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4-6-01

EXHIBIT "A"					Job #97-153.15
ENGINEERS CERTIFICATION OF CONSTRUCTION COST					
OCEAN HAMMOCK GOLF COURSE WATER MANAGEMENT SYSTEM					
LAKE EQUILIZING PIPES AND SHORELINE EROSION CONTROL					
Hole 11					
	72" RCP	1,827	LF	$125.00	$228,375.00
	36" RCP	260	LF	$50.00	$13,000.00
	72" MES	8	Ea.	$3,800.00	$30,400.00
	36" MES	1	Ea.	$1,200.00	$1,200.00
	Round Inlet	1	Ea.	$1,600.00	$1,600.00
	Subtotal				**$274,575.00**
Hole 13					
	18" RCP	80	LF	$18.00	$1,440.00
	Manhole	1	Ea	$1,250.00	$1,250.00
	18" MES	1	Ea	$800.00	$800.00
	Subtotal				**$3,490.00**
Hole 14					
	72" RCP	290	LF	$125.00	$36,250.00
	72" MES	1	Ea.	$3,800.00	$3,800.00
	Subtotal				**$40,050.00**
Hole 15					
	72" RCP	256	LF	$125.00	$32,000.00
	72" MES	2	Ea.	$3,800.00	$7,600.00
	Control Structure	1	Ea.	$26,000.00	$26,000.00
	Subtotal				**$65,600.00**
LAKE SHORE LINE EROSION CONTROL					
	Lake 1	1,200	LF	$10.00	$12,000.00
	Lake 2	900	LF	$10.00	$9,000.00
	Lakes 6&7	2,000	LF	$10.00	$20,000.00
	Lake 9	1,500	LF	$10.00	$15,000.00
	Lake 12	600	LF	$10.00	$6,000.00
	Lake 13	2000	LF	$10.00	$20,000.00
	Lake 15	2400	LF	$10.00	$24,000.00
	Lake 16	900	LF	$10.00	$9,000.00
	Lake 17	1800	LF	$10.00	$18,000.00

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EXHIBIT "A"					Job #97-153.15
ENGINEERS CERTIFICATION OF CONSTRUCTION COST					
OCEAN HAMMOCK GOLF COURSE WATER MANAGEMENT SYSTEM					
LAKE EQUILIZING PIPES AND SHORELINE EROSION CONTROL					
	Lake 20	1200	LF	$10.00	$12,000.00
	Lake 22	300	LF	$10.00	$3,000.00
	Lake 23	2400	LF	$10.00	$24,000.00
	Lake 24	300	LF	$10.00	$3,000.00
	Lake 25	900	LF	$10.00	$9,000.00
	Subtotal				**$184,000.00**
	TOTAL				**$849,465.00**
	Flagler County 5 yr. Maintenance Bound Amt. @10%				**$84,946.50**

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EXHIBIT "B"

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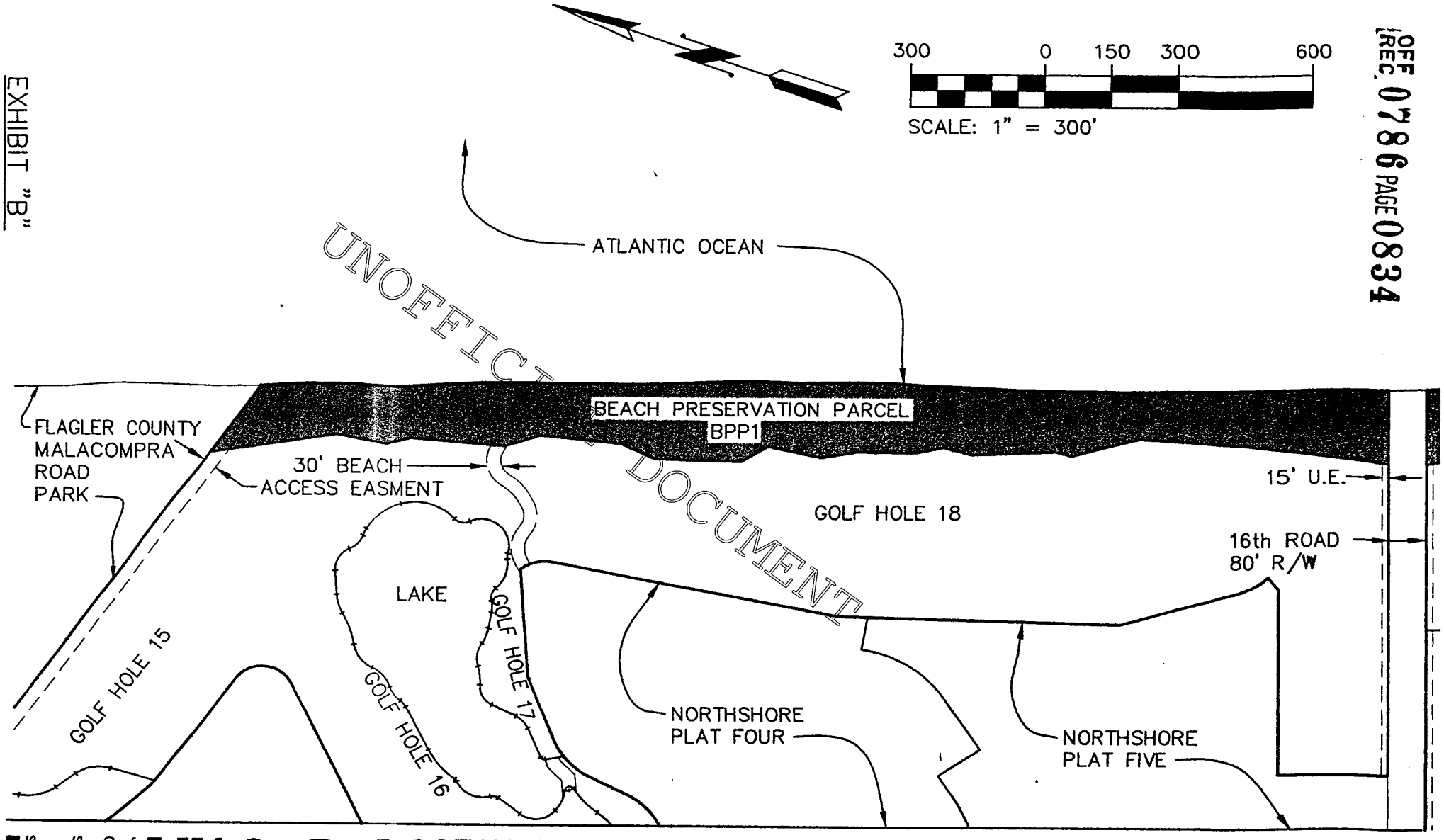

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GEE & JENSON
Engineers • Architects • Planners, Inc.

JOB No. 97153.06
CAD FILE ExhibtBchPres01
SHEET NUMBER 1 OF 2

OCEAN HAMMOCK GOLF COURSE
BEACH PRESERVATION PARCELS

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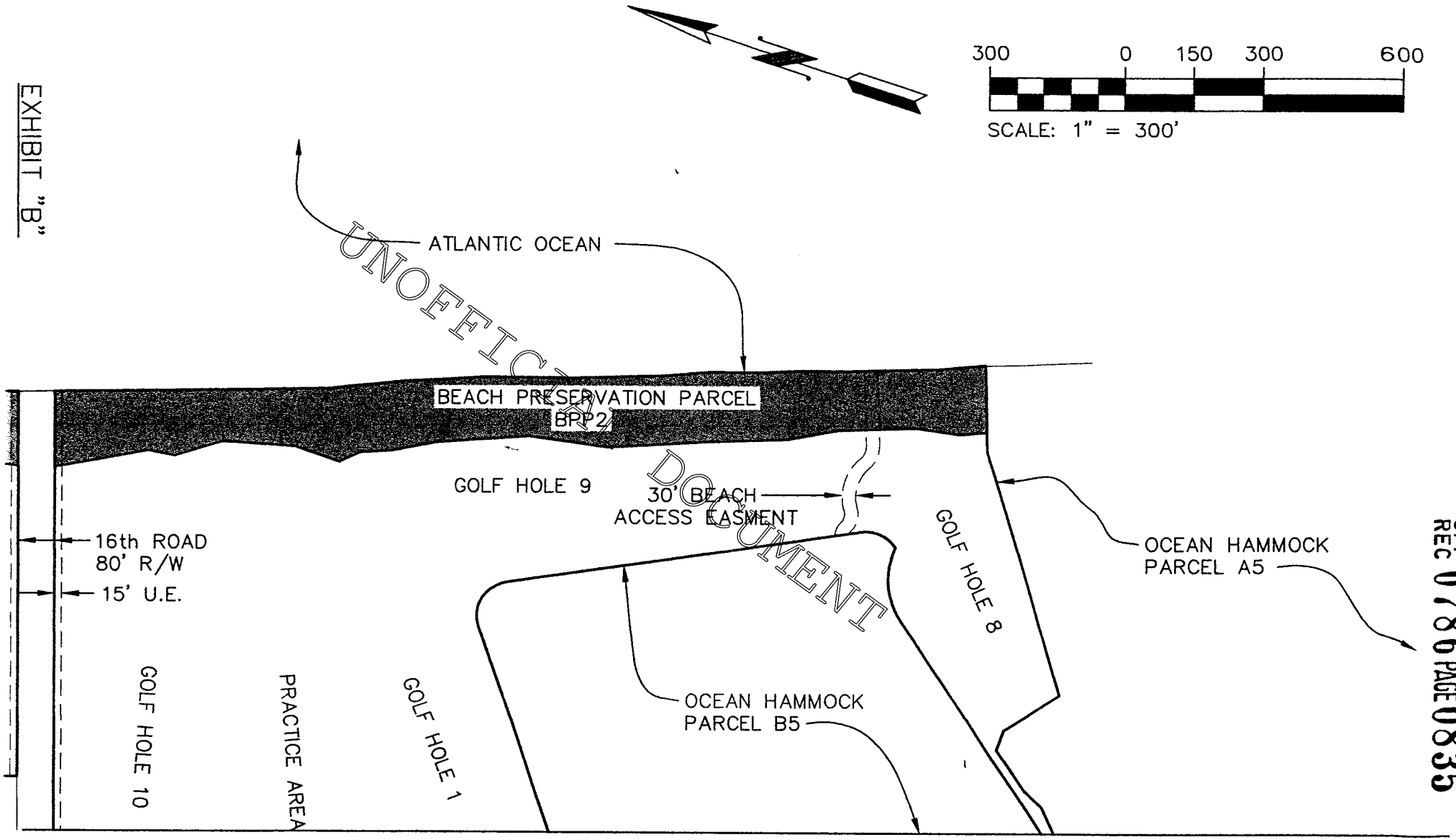
TIME:	8:38 am
PLOT SCALE:	1 = 300.0
DESIGNED:	-
DRAWN:	-
CHECKED:	-
APPROVED:	-
DATE:	-

REV.	DESCRIPTION	APRV	DATE
STATUS :			

EXHIBIT "B"



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OCEAN HAMMOCK GOLF COURSE
BEACH PRESERVATION PARCELS

GEE & JENSON
Engineers • Architects • Planners, Inc.

JOB No. 97153.06
CAD FILE ExhbtBchPres02
SHEET NUMBER 2
SHEET OF 2

PLOTTED:	3-8-2001
TIME:	8:38 am
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DRAWN:	GWB
CHECKED:	JAD
APPROVED:	-
DATE:	-

REV.	DESCRIPTION	APRV	DATE

STATUS :