



To: All Members
From: William C. Neilly, President
Date: April 25, 1986

A Brief Background Sketch

By: Carl O. Hoffmann

At the special meeting of Equity Members held recently, a member pleaded with the President for some "history" of the club's development from inception. The request seemed valid enough but the time and circumstance were not. An attempt to sketch out very general and brief "history" might be of service to members who were not here to live it.

Charles P. Martyn was the man who originated the plan for the development, it's design as a whole, and the golf course in particular. Mr. Martyn also previously developed the Yacht and Country Club and Tequesta.

Before any work is done on a prospective development, the developer must, of course, have approval of the various departments and the commission of the county and some departments of the state.

The first step is the execution of a Planned Unit Development Zoning Agreement commonly called the P.U.D. agreement. Little space will be given the many legal intricacies as they are not here relevant. Suffice it to say the P.U.D. agreement provided for:

1. The formation of a club "The Mid-Rivers Yacht & Country Club" (now Evergreen Club).
2. The formation of a Property Owners Association.
3. By-laws of the above.
4. Restrictive covenants setting forth what may and may not be built and uses that are permitted and prohibited.
5. Facilities to be furnished by the developer, including roads, drainage, etc.

The county is now suing the developer contending in its complaint he has failed to furnish: (others at interest have intervened)

1. Two rest houses
2. Swimming pool
3. Paved tennis area parking lot
4. Adequate berm construction
5. Drainage
6. Road elevations

The bond posted and reserves set up by court handling Mr. Martyn's estate are again all technical and beyond this brief "historical" sketch. Suffice to say it is believed this case will come to trial within the coming months.

We are now at a point in this narrative where the developer and the county executed the P.U.D. agreement (June 29, 1977).

It is perhaps pertinent to review briefly how Martyn acquired the property now "Evergreen Club" comprising of 500 acres on west side of Murphy Road and approximately 8 acres on the east side of Murphy Road which is a valuable asset of the club that hopefully will be put to use (part now contains the boating facility).

Martyn with help of Charlie Grant raised the purchase money by selling 40 Founder Members fairway lots for \$21,900 each and canal lots for \$24,918 each (buyers choice) together with 1 Equity Certificate for \$3,000 plus 1 Equity Certificate free. (The 40 free certificates represent the excess of certificates over number of lots 300 vs. 340). Founders put up their money June 15, 1977. It is rumored Martyn used only \$10,000 of his own money. Basic approval of the sale to the Founders was given by the County Commission in July of 1977.

There were some 120 lots sold before it was discovered that the matter of registering with the Florida Land Sales Commission was overlooked and it was ordered that restitution had to be offered to all purchasers. It was fortunate that only 3 purchasers requested their money back. The Florida Land Sales Commission closed down sales in the development for approximately 9 months. Meanwhile Martyn proceeded with completion of roads on "phase #2" and the golf course was mostly completed but not playable.

Florida Land Sales Commission in 1978 lifted its ban on sales. In 1979 about 40 lots were sold. The story goes Martyn didn't care for this result so he doubled the price of all lots - canal lots were listed at approximately \$88,000. There were few or no sales. Momentum had been lost and we are told Martyn then had a "half price" sale (1979-80). This brought no consequential results and the reputation of the development by this time appeared to have suffered considerably (reason for later changing the name).

At this point there was much disagreement between members and developer and a group of members sought legal advice. They were informed by their attorney to elect a Board of Directors for the golf club organized under the P.U.D. Agreement. This corporation (now Evergreen Club) held an option to purchase the golf course and club house for \$1,400,000.00 which, however, could not be exercised prior to July 15, 1982. It was provided that the purchase price be liquidated by sale of Equity Certificates. By such sale the unpaid balance was \$783,000.

During the entire period from inception to date, Martyn had control of the golf course, golf club and property owners association. Play on the golf course was taking place and people from "outside" were coming to play by paying greens fees and cart fees. There were many disgruntled members and much controversy. Law suits were in preparation, briefs to Florida Sales Commission were drawn and at one point Martyn threatened to "throw the whole Board of Directors of the Club out of the Club" (Even though the Board had no powers, no golf course, no club house, only the option to buy which was not yet exercisable).

Efforts were made to "buy out" Martyn and end what seemed chaotic conditions but all to no avail.

One of the big problems was we had very few residents (40 in 1980) and had many owners who were "speculators" and never intended to build plus the disenchanted; all "sellers" no "buyers".

Fortunately in April 1982 CVC (Mr. Turben's group) came into the picture and made a deal with Mr. Martyn and the Club. Very briefly the deal was:

1. C.V.C. paid Martyn \$783,000 (for remaining equity certificates) the balance due on the \$1,400,000. purchase price of golf course and club house and same were transferred by Martyn to the Club free and clear without the members paying one dollar. Our Mid-Rivers Yacht & Country Club (The Evergreen Club) was at last a club with a golf course.
2. The Mid-Rivers Yacht and Country Club Property Owners Association heretofore controlled by Martyn and which owned roads, rights of ways and easements and had authority to enforce restrictive covenants set forth under P.U.D. Agreement, was turned over to the property owners, also without cost to property owners.
3. C.V.C. also agreed and did at its own cost and expense the following:

redesigned and reconstructed the entrance including vast landscaping

Enlarged and improved the maintenance shed

Improved club house entrance new portico and landscaping

Upgraded and replaced signs on roadways

Landscaping on golf course fairways and considerable drainage work on 1-6-7-11-12-16 & 18 holes

Contributed to the purchase of new machinery

All at an expenditure of over \$300,000. which did not cost the members any money. C.V.C. also agreed to supply deficit cash flow.

C.V.C. knew of the bedlam the club had gone through and also was very much aware of its then reputation. It requested a four year management agreement so it could protect its multi-million dollar investment in membership certificates and lots which it purchased from Martyn. C.V.C. was succeeded by Dev-Mark, Inc. in 1984. Dev-Mark made golf course improvements including some cart paths, irrigation and carried out some of Fazio's recommendations. Also built & landscaped new entrance from side to porch and pro-shop and a new refreshment center.

The four year management agreement comes to an end in June 1986, unless sooner terminated by mutual agreement.

There are now 114 houses erected or in progress and it appears momentum lost in sales as far back as 1979 has been regained to some slight extent.