

Prepared By and Return To:
Richard Kane, City Attorney
400 S. Federal Highway
Hallandale, FL 33009

Property Appraiser's Parcel
Identifying No: 1226-11-1120

RESTRICTIVE COVENANT - OCTOBER 1997 AMENDMENT

WHEREAS, DIPLOMAT PROPERTIES, LIMITED PARTNERSHIP, a Delaware Limited Partnership doing business in the state of Florida as Diplomat Resort Properties, Limited Partnership, the Owner of the property, has conditional use approval to operate a marina on the property described as follows:

All of Block 13, DIPLOMAT GOLF ESTATES, as recorded in Plat Book 46, Page 24, of the Public Records of Broward County, Florida, extending eastward to the center line of DeSoto Waterway abutting the property.

(A/K/A 500 Diplomat Parkway)

WHEREAS, such conditional use approval was granted by the City upon conditions set forth in the ordinances of the City and the Restrictive Covenant dated February 1, 1996 and recorded at Book 24916, page 719, Public Records, Broward County.

WHEREAS, the Owner, its heirs, successors, and assigns, in consideration of the granting of additional approvals, hereby agrees that its use of the above described property shall be further restricted in the manner hereinafter indicated.

NOW, THEREFORE, in consideration of the foregoing premises, the undersigned hereby agrees as follows:

1. A Diplomat Yacht Club burgee may be displayed on a flag pole.

1.

100

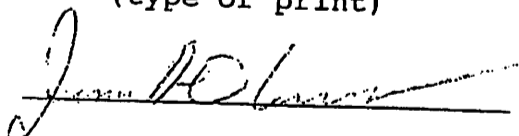
2. The existing water taxi dock may be extended ten and one-half feet (10.5') in accordance with plans filed with and approved by the City Commission on October 21, 1997.
3. Mooring piles may extend to a maximum of 33 feet from the seawall as shown on the plans by M.D.P. Engineering filed with the City and approved by the City Commission on October 21, 1997.
4. A security guard licensed by the State of Florida, holding a Class D license pursuant to Chapter 493, Florida Statutes, may occupy a vessel in one slip overnight when performing security services at the marina as a limited exception to the prohibition against live-boards, and as a limited exception to paragraph 3 of the Restrictive Covenant referred to above.
5. In all other respects, the marina shall continue to comply with applicable Codes and Regulations and with the aforesaid Restrictive Covenant.
6. This agreement may not be amended or altered without the written consent of the City pursuant to a duly executed and recorded amendment hereto.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Agreement on March 30, 1998.

Signed, sealed and delivered
in the presence of:



Barbara A. Caporaletti
(type or print)



James R. O'Connell
(type or print)

**DIPLOMAT RESORT PROPERTIES,
LIMITED PARTNERSHIP**

By: **DIPLOMAT PROPERTIES, INC.**,
a Delaware corporation transacting
business in the State of Florida as
**DIPLOMAT RESORT
PROPERTIES, INC.**
its General Partner

By: Thomas H. Patchell
Thomas H. Patchell
its Vice President

Post Office Address:

4748 Wisconsin Avenue, NW

Washington, DC 20016

(type or print)

901 Massachusetts Avenue, NW

Washington, DC 20001

~~STATE OF FLORIDA~~

District of Columbia ss

~~COUNTY OF BROWARD)~~

SWORN TO AND SUBSCRIBED before me this 30th day of March,
1998, by Thomas H. Patchell as Vice President of DIPLOMAT PROPERTIES, INC.,
to me personally known ✓ or produced identification . Type of
Identification produced .

Barbara C. Caporale
Notary Public, D.C.

My Commission expires 11/30/2001

=====

PROJECT SCHEDULE

	ESTIMATED COMPLETION DATE	ACTUAL COMPLETION DATE
ORIGINAL AGENDA DATE:	10/21/97	
START DATE:		
BID ISSUANCE:		
RECEIPT OF BID:		
NOTICE TO PROCEED:		
OTHER:		
RETURN TO AGENDA DATE:	N/A	
COMPLETION DATE:	3/6/98	

DEPARTMENT DIRECTOR APPROVAL: Mark A. Kutney

CITY MANAGER APPROVAL: R. J. Intindola