

WILL CALL

↓
 Prepared By & Return to:
WILSON C. ATKINSON, III, ESQUIRE
 Atkinson, Diner, Stone,
 Black & Mankuta, P.A.
 1946 Tyler Street
 P.O. Drawer 2088
 Hollywood, FL 33022-2088

94-623141
 12-30-94

02:27PM

Property Appraiser's Parcel
 Identifying No. _____

RESTRICTIVE COVENANTS

WHEREAS, the undersigned, **DIPLOMAT YACHT CLUB, INC.** (hereinafter referred to as the "Club"), has applied to the City of Hallandale (hereinafter referred to as the "City") for a conditional use approval under Application #60-94-CU to construct and operate a marina (the "Marina") at that certain property situated in the City of Hallandale, Broward County, and more particularly 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. (Folio No. 1226-11-112)

(A/K/A 500 Diplomat Parkway)

WHEREAS, the City has agreed to grant such conditional use approval pursuant to said application upon condition that use of the property be restricted as hereinafter required; and

WHEREAS, the Club in consideration of the granting of such conditional approval, hereby agrees that its use of the above described property shall be restricted in the manner hereinafter indicated.

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

1. The recitals hereinabove set forth are true and correct and incorporated herein.

2. The use of the Marina pursuant to said conditional use approval is dependent upon the continued existence and operation of the Diplomat Resort and Country Club and that operation of the Marina shall cease if the golf course is permanently closed.

3. That the Marina will not operate or conduct any uses or activities on the premises that are prohibited by City Code.

4. That any structures or uses of the above-described property not included in said Application are not permitted and shall require City Commission approval by separate conditional use application or as an amendment to the permit for said property.

5. The Southerly two piers of the Marina will be restricted so as to prohibit the dockage of ocean racing boats and the remaining piers to the North will be utilized prior to the Southerly two piers.

6. This agreement shall be binding upon the successors and assigns of the undersigned.

7. This Agreement is executed solely for the benefit of the City and the restrictive covenants hereunder may not be enforced by

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any surrounding property owner, the public generally or any other party other than the City.

8. 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 the 29 day of December, 1994.

Signed, sealed and delivered in the presence of:

DIPLOMAT YACHT CLUB, INC.

Robert Marks
Name: Robert Marks
(type or print)

By: [Signature]
Its: X Pres
(CORPORATE SEAL)

Post Office Address:

George Jones
Name: GEORGE JONES
(type of print)

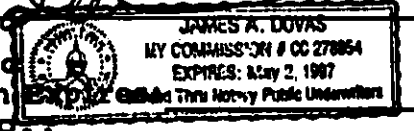
501 Diplomat Way
HALLANDALE, FLA 33309

STATE OF FLORIDA

COUNTY OF BROWARD

SWORN TO AND SUBSCRIBED before me this 29 day of Dec, 1994, by Jeffrey M. Walsh, as President, of DIPLOMAT YACHT CLUB, INC., to me personally known or produced identification . Type of identification produced _____.

[Signature]
Name: _____
Notary Public
My Commission Expires _____
Commission No. _____



RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
COUNTY ADMINISTRATOR

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