

Return to: (enclose self-addressed stamped envelope)

**This Instrument Prepared by:**

Scott Backman, Esq.  
Dunay, Miskel, Backman & Blattner  
14 SE 4<sup>th</sup> Street, Suite 36  
Boca Raton, Florida 33432

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

**CONSOLIDATED, AMENDED AND RESTATED COVENANT**

THIS CONSOLIDATED, AMENDED AND RESTATED COVENANT made this \_\_\_\_ day of \_\_\_\_\_, 2014 ("Covenant") by the undersigned WOODMONT COUNTRY CLUB, INC., a Florida corporation, having an address at 7801 N.W. 80<sup>th</sup> Avenue, Tamarac, Florida 33321 ("Woodmont"), with the joinder and consent of the CITY OF TAMARAC, a Florida municipal corporation, having an address at 7525 N.W. 88<sup>th</sup> Avenue, Tamarac, Florida 33321 ("City").

**WITNESSETH:**

WHEREAS, Woodmont, as successor in interest by merger, is the fee simple owner of the lands described on Exhibit "A", attached hereto and made a part hereof ("Original Golf Course"), and

WHEREAS, the Original Golf Course was subject to that certain Covenant recorded in Official Records Book 6450, at Page 729, as affected by that certain Covenant recorded in Official Records Book 6890, at Page 26, as further affected by that certain Vacation of Covenant recorded in Official Records Book 8783, at Page 944, as further affected by that certain Covenant recorded in Official Records Book 8898, at Page 440, as further affected by that certain Covenant recorded in Official Records Book 9345, at Page 773, as further affected by that certain Corrective Vacation of Covenant recorded in Official Records Book 9455, at Page 783, each of the foregoing being recorded amongst the Public Records of Broward County, Florida (collectively, the "Consolidated Covenant"); and

WHEREAS, Woodmont desires to amend and restate the Consolidated Covenant in its entirety with this Covenant by releasing certain lands from the Consolidated Covenant legally described on Exhibit "B", attached hereto and made a part hereof ("Released Lands"), and replacing the legal description of the Original Golf Course with the legal description of the new golf course, as legally described on Exhibit "C" attached hereto and made a part hereof ("New Golf Course"); and

WHEREAS, Woodmont is desirous of assuring the owners of residential properties in the neighborhood of the New Golf Course and City that the New Golf Course shall be used for golf course and open space purposes; and

WHEREAS, City is desirous of joining into and consents to this Covenant to amend and restate the Consolidated Covenant in its entirety pursuant to Resolution \_\_\_\_\_, attached hereto and made a part hereof as Exhibit "D" (the "Resolution"); and

NOW, THEREFORE, the undersigned as owner of the New Golf Course hereby covenants and agrees as follows:

1. The New Golf Course shall be maintained and only used as a golf course, country club or other permitted open space and recreation uses, which may include a clubhouse, pro shop, locker room, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, ~~golf-driving-ranges/aqua range (no netting permitted)~~ and all other incidental uses thereto. This Covenant shall continue for a period of ~~Ninety-Nine (99)~~Fifty (50) years, unless released or amended by the City Commission of the City of Tamarac, Florida, or its successors with the consent of seventy-five (75) percent of the property owners who are located within one hundred fifty (150) feet of the exterior boundaries of the New Golf Course.

2. This Covenant shall inure to the benefit of all property owners in the City of Tamarac.

3. The restrictions set forth in this Covenant regarding the use of the New Golf Course shall in no manner create an obligation on the part of Woodmont, or its successors or assigns, to operate the golf course or recreational facilities.

4. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other rights to use the New Golf Course to public utility companies so long as such grant(s) of easements, licenses, fee title or the rights to use said New Golf Course do not interfere with the use of the New Golf Course for golf or recreational purposes.

5. The restrictions set forth in this Covenant shall be subject to any present or future grants of easements, licenses, fee title or other right to use the New Golf Course to the public or to any public entity such as a municipal corporation so long as such grant(s) of easements, licenses, fee title or other rights to use said lands do not interfere with the use of the New Golf Course for golf or recreational purposes.

6. This Covenant shall constitute a covenant running with the land and shall be binding upon the undersigned and inure to the benefit of the parties hereto and their respective transferees, successors, and assigns.

7. Notwithstanding anything contained herein, neither this Covenant, nor any provision hereof, may be waived, modified, amended, discharged, or terminated, except by an

instrument in writing signed by both Woodmont and City or their respective successors and/or assigns; provided, however, in the event there are minor modifications to the legal description for the New Golf Course required to correct the legal description attached hereto as Exhibit C, such corrections shall not require the joinder and consent of City to amend this Covenant. A minor modification shall be defined as a change to the legal description that does not materially alter the location or size of the property.

8. The Released Lands are hereby released from the Consolidated Covenant and not restricted or encumbered by this Covenant.

9. The Consolidated Covenant is hereby amended and restated in its entirety and superseded by this Covenant as set forth herein.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2014.

Signed, sealed and delivered  
in the presence of:

WOODMONT COUNTRY CLUB, INC.,  
a Florida corporation

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

STATE OF FLORIDA        )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by \_\_\_\_\_, the \_\_\_\_\_ of WOODMONT COUNTRY CLUB, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF THE CITY OF TAMARAC

The City of Tamarac does hereby join in and consent to the terms of this Covenant for the purposes approving the amendment and restatement of the Consolidated Covenant in its entirety pursuant to the Resolution of the City, attached hereto and made a part hereof as Exhibit "D".

CITY OF TAMARAC:

\_\_\_\_\_

WITNESS – PRINT NAME

\_\_\_\_\_

WITNESS – PRINT NAME

ATTEST:

\_\_\_\_\_  
Pat Teufel  
City Clerk

\_\_\_\_\_  
Date:

\_\_\_\_\_

Harry Dressler, Mayor

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Michael Cernech, City Manager

\_\_\_\_\_  
Date:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Samuel S. Goren, City Attorney

\_\_\_\_\_  
Date:

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Harry Dressler, as Mayor of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA     )  
  ) ss:  
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Cernech, as City Manager of the City of Tamarac, a Florida municipal corporation, on behalf of the City, freely and voluntarily under authority duly vested in him by said municipal corporation and that the seal affixed thereto is the true corporate seal of said municipal corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Florida

My Commission Expires:

\_\_\_\_\_  
Typed, printed or stamped name of Notary Public

EXHIBIT "A"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT  
ORIGINAL GOLF COURSE

EXHIBIT "B"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT

RELEASED LANDS

EXHIBIT "C"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT

NEW GOLF COURSE



EXHIBIT "D"  
TO  
CONSOLIDATED, AMENDED AND RESTATED COVENANT

RESOLUTION