

**RESOLUTION 2005- 29**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING A RESTRICTIVE COVENANT AGREEMENT TO MAINTAIN THE COUNTRY ESTATES/ FISHING HOLE PARK AS AN OPEN SPACE PARK, IN ACCORDANCE WITH TERMS OF THE TOWN'S INTERLOCAL AGREEMENT WITH BROWARD COUNTY; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR AND TOWN ATTORNEY TO EXECUTE SAID RESTRICTIVE COVENANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE THEREFOR.**

**WHEREAS**, the Town of Southwest Ranches has been generously awarded a \$750,000 grant from Broward County to reimburse the Town for the Town's acquisition of the Country Estates/ Fishing Hole Park; and

**WHEREAS**, as a condition of obtaining the grant, on May 13<sup>th</sup>, 2004, pursuant to Resolution 2004-76, the Town entered into an Interlocal Agreement with the County regarding the acquisition, preservation, improvement, operation and management of the property; and

**WHEREAS**, as a condition of the Interlocal Agreement, the Town shall execute restrictive covenants maintaining the property as an open space park; and

**WHEREAS**, the Town is desirous of satisfying this condition.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Council of the Town of Southwest Ranches, Florida:

**Section 1.** The above referenced recitals are true and correct and are incorporated herein by reference.

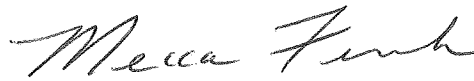
**Section 2.** The Town Council hereby approves the Restrictive Covenants, attached hereto as Exhibit "A," between the Town of Southwest Ranches and Broward County regarding the Country Estates/ Fishing Hole Park.

**Section 3.** That this Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** by the Town Council of the Town of Southwest Ranches, Florida, this 13<sup>th</sup> day of January 2005, on a motion by Councilman Jeff Nelson and seconded by Vice Mayor Aster Knight.

Fink       y    
Knight     Y    
Blanton    A    
Maines     Y    
Nelson     Y  

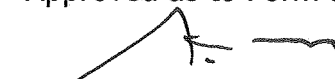
Ayes             4    
Nays             0    
Absent or  
Abstaining      1  

  
\_\_\_\_\_  
Mecca Fink, Mayor

ATTEST:

  
\_\_\_\_\_  
Shari Canada, Town Clerk

Approved as to Form and Correctness:

  
\_\_\_\_\_  
Gary A. Poliakoff, J.D., Town Attorney  
887742\_1.DOC

Return recorded document to:  
Dept. of Planning and Environmental Protection  
Land Preservation Section  
218 SW 1st Avenue  
Ft. Lauderdale, FL 33301

Document prepared by:

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS DECLARATION OF RESTRICTIVE COVENANTS, made this \_\_\_\_\_ day of January, 2005, by the Town of Southwest Ranches, hereinafter referred to as "PROPERTY OWNER."

**WITNESSETH**

WHEREAS, PROPERTY OWNER is the fee title owner of that certain real property located in Broward County, Florida, as described in Exhibit "A," attached hereto and made a part hereof, (the PROPERTY); and

WHEREAS, the PROPERTY was acquired in whole or in part through Broward County's Conservation, Green Space and Open Space Land Acquisition Bond Program; and

WHEREAS, the use of the PROPERTY shall be in accordance with the provisions of the terms and conditions contained in the Broward County's Land Preservation Bond Program, as set forth in Broward County Resolution No. 2000-1230 and the Interlocal Agreement (the AGREEMENT) entered into with Broward County for Acquisition, Improvement/Enhancement, Operation and Management of Conservation Land, Green Space and Open Space Sites approved by the Broward County Board of County Commissioners on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_;

NOW, THEREFORE, PROPERTY OWNER hereby declares that the Property shall be developed, held, maintained, transferred, sold, conveyed and owned subject to the following designations and restrictive covenants:

1. RECITALS.

The recitals set forth above are true and correct and are incorporated into these restrictive covenants.

2. RESTRICTIONS.

(a) The PROPERTY shall be preserved as open space and for recreational use in perpetuity.

(b) Only buildings necessary for and ancillary to the open space and recreational use shall be allowed.

(c) Any proposed use for the Site shall be consistent with the terms and conditions contained in the Final Open Space Park Management Plan.

(d) No use of the PROPERTY shall be allowed which is inconsistent with the intent and purpose of this Declaration of Restrictive Covenants, the AGREEMENT and the Final Open Space Park Management Plan.

3. MODIFICATION AND TERMINATION.

No revisions to the Declarations of Restrictive Covenants shall be permitted unless specifically approved by the Board of County Commissioners of Broward County, Florida (the BOARD), in accordance with the procedures set forth below. If PROPERTY OWNER, its successors and assigns wish to modify or terminate these restrictive covenants, it shall be required to do the following:

(a) PROPERTY OWNER must apply to the BOARD for an amendment to, or termination of, these restrictive covenants.

(b) It shall be at the sole discretion of the BOARD whether to modify or terminate these restrictive covenants.

4. COVENANT RUNNING WITH THE LAND.

This Declaration of Restrictive Covenants shall be recorded in the Public Records of Broward County, Florida, and shall run with the PROPERTY described in Exhibit "A," and shall be binding on all persons and entities acquiring title to or use of the PROPERTY.

5. ENFORCEMENT.

Broward County, through its Board of County Commissioners, its successors and assigns, is the beneficiary of these restrictive covenants and as such, Broward County may enforce these restrictive covenants by action at law or in equity against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions. Broward County shall provide PROPERTY OWNER with a written notice of violations for any provision of this Declaration and allow PROPERTY OWNER ninety (90) days to cure the violation. If PROPERTY OWNER fails to remedy the default within the time frame set forth above, PROPERTY OWNER shall transfer fee simple title of the PROPERTY to Broward County within sixty (60) days of the date of Broward County requests transfer of the PROPERTY.

6. WAIVER.

Any failure by Broward County to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. INVALIDATION.

Invalidation of any one of these restrictive covenants by judgment or court order shall in no way affect any other conditions, which remain in full force and effect.

8. EFFECTIVE DATE.

The Declaration of Restrictive Covenants shall become effective upon recordation in the Public Records of Broward County, Florida.

**IN WITNESS WHEREOF**, the Town of Southwest Ranches has hereunto set its authorized hand this 13<sup>th</sup> day of January, 2005.

TOWN OF SOUTHWEST RANCHES

\_\_\_\_\_  
Mecca Fink, Mayor

\_\_\_\_\_  
John Canada, Town Administrator

ATTEST:

\_\_\_\_\_  
Shari Canada, Town Clerk

APPROVED AS TO FORM AND  
CORRECTNESS:

By \_\_\_\_\_  
Gary A. Poliakoff, Town Attorney

BOUNDARY SURVEY  
DESCRIPTION

ALL THAT PART OF TRACT 52 SOUTH NEW RIVER CANAL AND ALL OF TRACT 61, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S. RANGE 39 E". ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1, PAGE 63, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

ALSO KNOW AS:

ALL THAT PORTION OF TRACT 52 THAT LIES SOUTH OF THE SOUTH RIGHT-OF-WAY LINE OF THE SOUTH NEW RIVER CANAL AND ALL OF TRACT 61 IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST. ALL OF THE ABOVE ACCORDING TO THE PLAT OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36, AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST", AS RECORDED IN PLAT BOOK 1, PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. SAID LAND SITUATE, LYING AND BEING IN BROWARD COUNTY, FLORIDA.

LESS AND EXCEPT THEREFROM  
PARCEL 121

A PORTION OF TRACT 52, OF "THE EVERGLADES LAND COMPANY'S SUBDIVISION OF SECTION 36 AND SOUTH HALF OF SECTION 25, TOWNSHIP 50 S. RANGE 39 EAST", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 1. PAGE 63 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA AND LYING IN SECTION 25, TOWNSHIP 50 SOUTH, RANGE 39 EAST, BROWARD COUNTY, FLORIDA CONVEYED TO BROWARD COUNTY, FLORIDA BY VIRTUE OF WARRANTY DEED RECORDED IN OFFICIAL RECORDS BOOK 20978, PAGE 952, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 25;  
THENCE NORTH 00°07'32" WEST ALONG THE EAST LINE OF SAID SECTION 25 FOR 1156.60 FEET; THENCE SOUTH 88°07'59" WEST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 1992.08 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'35" EAST FOR 26.19 FEET; THENCE NORTH 88°56'04" WEST FOR 179.41 FEET; THENCE NORTH 01°52'01" WEST FOR 17.00 FEET; THENCE NORTH 88°07'59" EAST ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE C-11 CANAL FOR 179.78 FEET TO THE POINT OF BEGINNING.