

Instrument Prepared By
and Return to:

Matthew Scott, Esq.
Dunay, Miskel & Backman, LLP
14 SE 4th Street, Suite 36
Boca Raton, FL 33432

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION OF UNITY OF CONTROL (“Declaration”) is made this ____ day of _____, 2023, by MARGATE EXECUTIVE GOLF COURSE, LLC, a Florida limited liability company (referred to as the “Declarant”) whose mailing address is 5301 North Federal Highway, Suite 350, Boca Raton, FL 33487. The Declarant is the fee simple owner of two separate properties located in the City of Margate, identified by folios 4841 35 08 0010 and 4841 35 05 0030, further collectively and singularly described by the legal descriptions contained on Exhibit “A”, attached hereto (collectively referenced as the “Subject Property”). The Declarant hereby makes the following declaration of conditions, limitations, and restrictions on the Subject Property, also referred to as a Declaration of Unity of Control:

1. **Unified Control.** The Subject Property shall hereinafter be regarded and is hereby declared to be under unified control such that:
 - a. The Subject Property shall be developed and maintained in accordance with the site plan and development order, including any conditions attached to the rezoning of the Subject Property, approved on _____ as Planning and Zoning No. _____ and Exhibit “B” attached hereto and incorporated herein by reference (“Site Plan”). All structures, uses, and parking areas on the Subject Property are and will be part of a single, unified planned development, regardless of ownership. The Subject Property shall be considered an undivided parcel for zoning purposes.
 - b. Declarant shall not convey any portion of the Subject Property to other parties unless and until the Declarant has executed and recorded a separate Declaration of Restrictions which provides that the Subject Property shall be bound by the requirements of the Site Plan, and easement documents which shall, among other things, provide:
 - i. For appropriate easement over the private roads and accessways to provide vehicular and pedestrian ingress and egress between and among each of the uses constructed or to be constructed within the Subject Property; and
 - ii. For appropriate easements for parking, drainage and other shared infrastructure within the Subject Property between and among each of the uses constructed or to be constructed upon the Shared Property.

2. **Covenant Running with the Land.** This Declaration on the part of the Declarant shall constitute a covenant running with the title to the Subject Property and shall remain in full force and effect and be binding upon the undersigned Declarant, and its heirs, successors and assigns unless and until the same is modified or released by the City's Development Services Director.
3. **Term.** This Declaration is to run with title to the Subject Property and shall be binding upon the Subject Property for a period of thirty (30) years from the date this Declaration is recorded in the public records of Broward County, after which time it shall be extended automatically for successive periods of ten (10) years each, unless modified, amended or released as provided herein.
4. **Modification, Amendment, Release.** This Declaration may be modified, amended or released as to the Subject Property, or any portion thereof, by a written instrument executed by the Parties, as provided in Paragraph 2 above.
5. **Enforcement.** The Declarant, on behalf of itself and its heirs, successors and assigns to the Subject Property, hereby acknowledges and agrees the City may enforce this Declaration via injunctive relief. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such attorneys' fees as the Court may adjudge to be reasonable. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
6. **Election of Remedies.** All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.
7. **Recording.** This Declaration shall be filed in the public records of Broward County, Florida.
8. **Restriction and Encumbrances.** Nothing contained herein is intended to prevent or inhibit the recordation of a Declaration of Condominium against the Subject Property, nor is this Declaration intended to prevent or inhibit the imposition of mortgages or other encumbrances upon all or a portion of the Subject Property.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this instrument is executed on the day and year first written below.

Signed, sealed and delivered in the presence of:

Printed Name: _____

Printed Name: _____

Declarant

MARGATE EXECUTIVE GOLF COURSE, LLC, a Florida limited liability company

By: Michael Fimiani

Signature: _____

Print Title: Member

STATE OF FLORIDA)

) SS:

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Michael Fimiani, a Member of Margate Executive Golf Course, LLC, on behalf of the Florida limited liability company. He personally appeared before me, is personally known to me or produced _____ as identification.

[NOTARIAL SEAL]

Notary: _____

Print Name: _____

Notary Public, State of Florida

My Commission expires: _____

EXHIBIT "A"

Legal Description of Subject Property

PARCEL 3, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 78, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF PARCEL 4 OF SAID PLAT, "ORIOLE GOLF AND TENNIS CLUB SECTION TWO", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 78, PAGE 21, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SECTION 35, TOWNSHIP 48 SOUTH, RANGE 41 EAST: THENCE SOUTH 00°00'23" WEST, 292.60 FEET ALONG THE WEST BOUNDARY OF SAID SECTION TO THE POINT OF INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF MARGATE BLVD. ACCORDING TO SAID PLAT: THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE OF MARGATE BLVD. THE FOLLOWING FOUR (4) COURSES: SOUTH 89°56'37" EAST, 15.94 FEET: THENCE ALONG THE ARC OF A TANGENT CURVE, BEING CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 664.05 FEET, A DELTA OF 39°51'40", AN ARC DISTANCE OF 461.98 FEET; THENCE TANGENT TO SAID CURVE SOUTH 50°04'57" EAST, 725.16 FEET; THENCE ALONG THE ARC OF A TANGENT CURVE, CONVEX TO THE NORTHEAST, HAVING A RADIUS OF 776.33 FEET, A DELTA OF 22°15'10", AN ARC DISTANCE OF 301.52 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 3 AND THE POINT OF BEGINNING: THENCE CONTINUE ALONG SAID CURVE, HAVING A RADIUS OF 776.33 FEET. A DELTA OF 11°58'05", AN ARC DISTANCE OF 162.16 FEET (THE PRECEDING COURSE BEING COINCIDENT WITH THE SAID SOUTH RIGHT-OF-WAY LINE OF MARGATE BLVD.): THENCE SOUTH 20°36'41" WEST, 134.67 FEET: THENCE NORTH 88°35'00" WEST, 115.00 FEET TO A POINT OF THE EAST LINE OF SAID PARCEL 3, THENCE NORTH 01°25'00" EAST ALONG THE EAST LINE OF SAID PARCEL 3, A DISTANCE OF 156.02 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN THE CITY OF MARGATE, BROWARD COUNTY, FLORIDA AND CONSISTS OF 21.302 ACRES MORE OR LESS.

EXHIBIT “B”