AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

MEETING DATE	2018-06-12 10:05 - School Board Operational Meeting
AGENDA ITEM	ITEMS
CATEGORY	L. OFFICE OF PORTFOLIO SERVICES
DEPARTMENT	Facility Planning and Real Estate

ITEM No.: L-4.

Special Order Request: ○ Yes ◉ No

Time:

Open Agenda: ○ Yes ◉ No

TITLE:

Release of Declaration of Restrictive Covenants Regarding Land Use Plan Amendment PC 06-4, Coral Springs Country Club, Inc.

REQUESTED ACTION:

Approve the Release of the Declaration of Restrictive Covenants regarding the voluntary mitigation commitment for Land Use Plan Amendment (LUPA) PC 06-4, Coral Springs Country Club, Inc.

SUMMARY EXPLANATION AND BACKGROUND:

In 2005, School District staff reviewed the application for LUPA PC 06-4, proposed by Coral Springs Country Club, Inc., (aka Bainbridge) for the development of 168 high-rise units located in the City of Coral Springs.
See Supporting Docs for continuation of Summary Explanation and Background.
This item has been reviewed and approved as to form and legal content by the Office of the General Counsel. This Release will be executed and recorded after School Board approval.

SCHOOL BOARD GOALS:

○ Goal 1: High Quality Instruction ○ Goal 2: Continuous Improvement ◉ Goal 3: Effective Communication

FINANCIAL IMPACT:

There is no financial impact to the District.

EXHIBITS: (List)

(1) Continuation of Summary Explanation and Background (2) Executive Summary (3) Release of Declaration of Restrictive Covenants (4) Executed and Recorded Declaration of Restrictive Covenants (5) Executed and Recorded First Amendment to Declaration of Restrictive Covenants

BOARD ACTION:

APPROVED

(For Official School Board Records Office Only)

SOURCE OF ADDITIONAL INFORMATION:

Name: Chris O. Akagbosu	Phone: 754-321-2162
Name:	Phone:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Senior Leader & Title

Leslie M. Brown - Chief Portfolio Services Officer

Signature

Leslie M. Brown
5/22/2018, 10:20:18 AM

Electronic Signature

Approved In Open Board Meeting On: JUN 12 2018

By: Nora Rupert
School Board Chair

Form #4189 Revised 08/04//2017

RWR/ LMB/COA/MR/lh

Continuation of Summary Explanation and Background

In 2005, School District staff reviewed the application for LUPA 06-4, proposed by Coral Springs Country Club, Inc. (aka Bainbridge) for the development of 168 high-rise units located in the City of Coral Springs. Staff determined that the development would generate a total of 10 (7 elementary, 1 middle, and 2 high school) additional students into Broward County Public Schools and impact Parkside Elementary, Sawgrass Springs Middle, and Coral Glades High Schools. Thereafter, Coral Springs Country Club, Inc. voluntarily committed to pay Student Station Cost Factors for 8 additional students (7 elementary and 1 middle) as the mitigation for the students anticipated from the development. In 2010, Coral Springs Country Club, Inc. recorded the required Declaration of Restrictive Covenants (DRC) to enable the legal enforcement of the voluntary mitigation commitment. In 2014, Coral Springs Country Club, Inc. changed the unit mix to 250 mid-rise units. On June 29, 2015, Coral Springs Country Club, Inc. satisfied the mitigation by paying in one lump sum, the mitigation amount due of $170,704 (the June 2015 cost for 8 Student Station Cost Factors) to the School Board.

On February 22, 2018, Coral Springs Country Club, Inc. agent advised staff via the provision of the Certificate of Occupancy (CO) issued by the City of Coral Springs that they have completed the project, which consisted of 250 mid-rise (64 one bedroom and 186 two or more bedroom) units. The information was subsequently verified by the City of Coral Springs. As a result, Coral Springs Country Club, Inc. requested a Release of the property from the DRC. Therefore, it is recommended that the School Board approve the Release of the DRC regarding the voluntary mitigation commitment for LUPA PC 06-4, Coral Springs Country Club, Inc.

Executive Summary

Release of Declaration of Restrictive Covenants Regarding Land Use Plan Amendment PC 06-4, Coral Springs Country Club, Inc.

Coral Springs Country Club, Inc., (aka Bainbridge) Land Use Plan Amendment (LUPA) PC 06-4 consists of approximately 10.2 acres and is located in the southwest corner of Sample Road and NW 107th Avenue in the City of Coral Springs. In 2005, Coral Springs Country Club, Inc. proposed a land use change from Commercial Recreation to Medium-High (25) Residential to permit the development of 168 high-rise residential units on the site. The District's review of the proposal indicated that the development would generate a total of 10 students (7 elementary, 1 middle, and 2 high school). Schools affected during the review period, the 2005-06 school year, were Parkside Elementary, Sawgrass Springs Middle, and Coral Glades High Schools; and at that time, it was determined that mitigation was due for the anticipated students at elementary and middle school levels.

On March 9, 2006, Coral Springs Country Club, Inc. via its agent voluntarily committed to provide mitigation to address 8 students (7 elementary and 1 middle) attributed to the overcrowded schools by paying, in one lump sum, the total cost of Student Station Cost Factors for 8 students. On September 2, 2010, Coral Springs Country Club, Inc. memorialized the mitigation commitment via execution and recordation of Declaration of Restrictive Covenants (DRC) (OR BK 47393, Pages 1,263 to 1,281).

In 2014, Coral Springs Country Club, Inc. changed the unit mix to 250 mid-rise residential units, which was anticipated to generate a total of 12 students (7 elementary, 3 middle, and 2 high school). This change and resultant mitigation requirements were captured in the First Amendment to the DRC (Instrument #112732667, page 1 to 16) that was executed and recorded by the applicant on January 7, 2015. Consistent with the requirements contained in the First Amendment to the DRC, the mitigation due (Student Station Cost Factors for 8 students) for the project was satisfied on June 29, 2015, by paying in one lump sum the mitigation amount due of $170,704 to The School Board of Broward County, Florida.

On February 22, 2018, a Coral Springs Country Club, Inc. agent advised staff via the provision of the Certificate of Occupancy (CO) issued by the City of Coral Springs that they had completed the project, which consisted of 250 mid-rise (64 one bedroom, and 186 two or more bedroom) units. The information was subsequently verified by the City of Coral Springs. As a result, Coral Springs Country Club, Inc. requested a Release of the property from the DRC. Therefore, it is recommended that the School Board approve the Release of the DRC regarding the voluntary mitigation commitment for LUPA PC 06-4, Coral Springs Country Club, Inc.

PREPARED BY AND RETURN TO:
The School Board of Broward County, Florida
Kathleen C. Wright Administrative Building
Facility Planning and Real Estate Department
600 Southeast 3rd Avenue, 8th Floor
Fort Lauderdale, FL 33301

RELEASE OF

DECLARATION OF RESTRICTIVE COVENANTS

(Land Use Amendment PC 06-4, Coral Springs Country Club, Inc.)

THIS RELEASE OF DECLARATION OF RESTRICTIVE COVENANTS (the "**Release**") is made as of the 12th day of June, 2018 by **BROWARD COUNTY**, a political subdivision of the State of Florida ("County"), and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, a body corporate and political subdivision of the State of Florida ("School Board").

WITNESSETH:

A. WHEREAS, **THE COUNTRY CLUB OF CORAL SPRINGS, INC.,** a Florida nonprofit corporation, its successors and assigns, (herein referred to as "Owner") executed that certain Declaration of Restrictive Covenants dated September 2, 2010, and recorded in Official Records Book 47393, Pages 1263-1281, Public Records of Broward County, Florida (the "Declaration") affecting certain real property located in the City of Coral Springs, Florida, in Broward County, more particularly described in Exhibit "A" attached hereto (the "**Property**"); and

B. WHEREAS, the Owner subsequently amended the Declaration pursuant to that certain First Amendment To Declaration of Restrictive Covenants dated December 24, 2014, and recorded January 7, 2015, Instrument # 112732667, Pages 1-16, the Official Records of Broward County, Florida (the "**First Amendment**") thereby affecting the Property. Collectively the Declaration and First Amendment are hereby referenced as the "**Declarations**"; and

C. WHEREAS, the Declaration required the Owner to pay for the Student Station Cost Factors anticipated from 168 high-rise residential units; however, the First Amendment modified the total number of residential units to 250 mid-rise units. The Owner has complied with the terms of the Declaration, as subsequently modified by the First Amendment; and

D. WHEREAS, County and School Board now desire to release the Declarations and their effect on the Property, in their entirety.

NOW THEREFORE, in consideration of the mutual covenants, promises and benefits contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

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

2. The Declarations are hereby released, discharged and terminated and by these presents, the County and School Board declare that the Declarations are hereby released, discharged and terminated and by these presents does release, discharge and terminate forever all of the right, title, interest, claim and demand which the County and School Board have under and by virtue of said Declarations.

IN WITNESS WHEREOF, County and School Board have hereunto executed this Release of the Declaration of Restrictive Covenants and the First Amendment To Declaration of Restrictive Covenants on the respective dates under each signature.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: **BROWARD COUNTY** through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the ____ day of _____, 2018, and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA,** signing by and through its Chair, authorized to execute same by Board action on the 12th day of June, 2018.

COUNTY

ATTEST:

By: _____
Bertha Henry, County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By_____
Beam Furr, Mayor

____ day of _____, 2018

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By:_____
Andrew J. Meyers, County Attorney

____day of _____, 2018

SCHOOL BOARD

(Corporate Seal)

ATTEST:

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

By_____
Nora Rupert, Chair

12th day of June, 2018

By: _____
Robert W. Runcie, Superintendent of Schools

Approved as to Form:

By: _____
Barbara J. Myrick, General Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "D" and a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block 5, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 89°39'15" East, along a North line of said Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 88°32'17" and an arc length of 38.63 feet to a point on an East line of said Parcel "D"; thence South 01°06'58" East, a distance of 376.10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 729.91 feet, a central angle of 08°49'03" and an arc length of 85.85 feet to the Northeast corner of the aforesaid Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the aforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.91 feet a central angle of 6°40'39" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 84°31'27" West, a distance of 152.70 feet along the south line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 00°17'25" and an arc length of 4.45 feet along the West line of said Canal, Dike and Maintenance Area; thence departing said West line South 89°39'15" West, a distance of 414.77 feet; thence South 00°20'45" East, a distance of 106.19 feet; thence South 89°39'15" West, a distance of 255.47 feet to a point on the arc of a circular curve concave to the West and to said point a radial line bears South 81°00'30" East, said point also being on a West line of the aforesaid Parcel "D"; thence Northerly along said circular curve having a radius of 500.00 feet, a central angle of 09°20'15" and an arc length of 81.49 feet; thence North 00°20'45" West, a distance of 210.27 feet, to a point on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 21°40'43" East; thence Northeasterly along said circular curve having a radius of 440.00 feet, a central angle of 69°28'35" and an arc length of 533.28 feet; thence North 01°07'18" West, a distance of 23.73 feet to the POINT OF BEGINNING, the last four (4) calls being coincident with a West line of the aforesaid Parcel "D".

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 420,262 square feet or 9.648 acres, more or less.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVIO FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVIO & GERCHAR, INC. LB-6935

SCALE: N/A	JOB NO: 03-208LEGAL	
FB/PG: N/A	CAD. FILE: C:\WG\TOWER\05-208	
DRAWN BY: TD	DATE: 8/30/05	
CKD BY: SH	PROJ. FILE: 05-208	

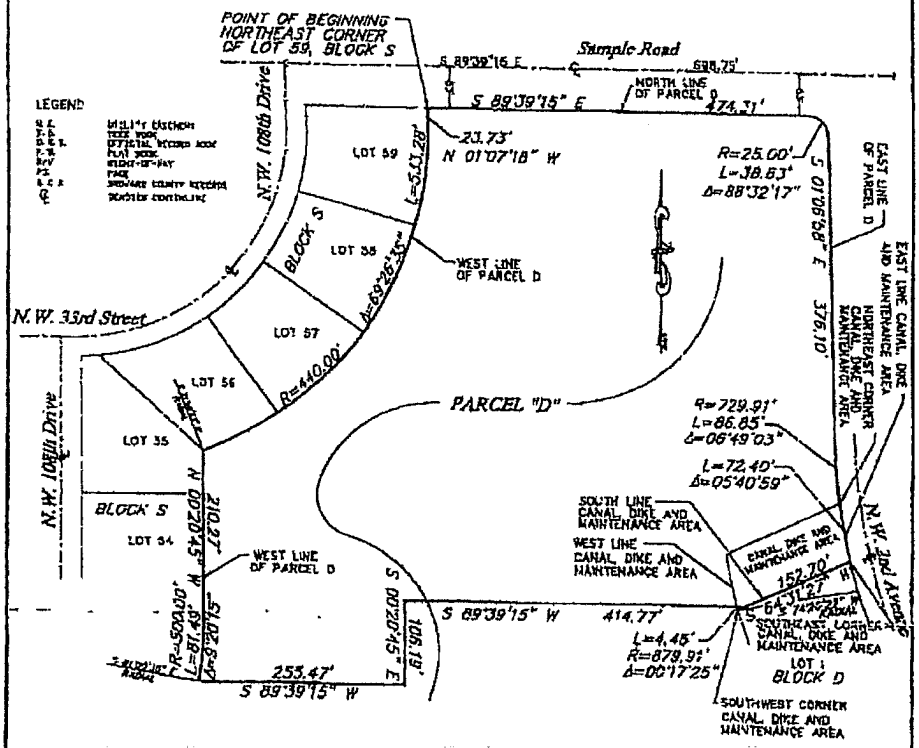
DAVID & GERCHAR, INC
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 · Fax: (954) 255-0735

EXHIBIT A

SKETCH AND DESCRIPTION

NOTES:

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by other through appropriate title verification. lands shown hereon were not abstracted for rights-of-way and/or easements of record.
4) This Sketch and Description consists of two sheets and is not complete without both sheets



THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

SCALE: NOT TO SCALE	JOB NO: 05-208LEGAL	
FB/PG: N/A	CAD. FILE: G:\MG\TOWER\05-208	
DRAWN BY: TD	DATE: 6/30/05	
CKD. BY. SM	PROJ. FILE: 05-208	

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 * Fax: (954) 255-0735

A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

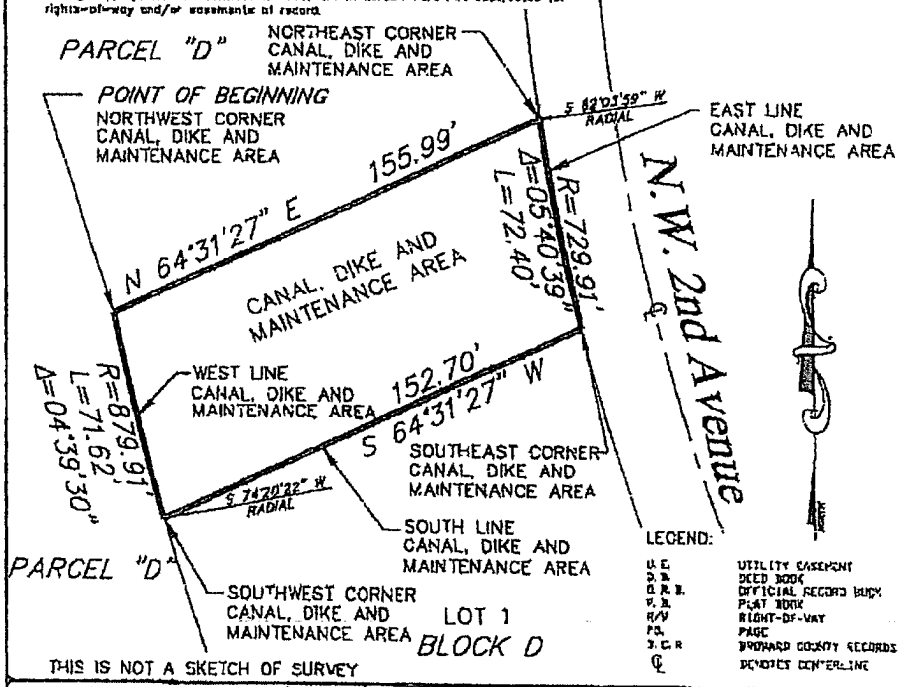
A portion of a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northwest corner of said Canal, Dike and Maintenance Area; thence North 64°31'27" East along the North line of said Canal, Dike and Maintenance Area a distance of 155.99 feet to the Northeast corner of said Canal, Dike and Maintenance Area, said corner being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 82°03'59" West; thence Southerly along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the South line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said corner also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 04°39'30" and an arc length of 71.62 feet along the West line of said Canal, Dike and Maintenance Area to the point of Beginning.

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 10,795 square feet more or less.

NOTES: 2496

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.



THIS IS NOT A SKETCH OF SURVEY

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO 5821
DAVID & GERCHAR, INC. LB#6935

SCALE: N/A	JOB NO: 05-208LECAL-A
FB/PG: N/A	CAD. FILE: G:\WCA\DONNA\05-208
DRAWN BY: TD	DATE: 6/30/05
CKD BY: SN	PROJ. FILE 05-208

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 • Fax: (954) 255-0755

Return to: (enclose self-addressed stamped envelope)

Name: **Nectaria M. Chakas, Esq.**

Address: **1401 E. Broward Blvd, Suite 200**
Ft. Lauderdale, FL 33301

This Instrument Prepared by:
Nectaria M. Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301

CFN # 109598856
OR BK 47393 Pages 1263 - 1281
RECORDED 09/23/10 09:37:43 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2090
#1, 19 Pages

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS
(Land Use Plan Amendment Q2-CPA-05 aka PC 06-4)

This Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2nd day of September, 2010 by **THE COUNTRY CLUB OF CORAL SPRINGS, INC.**, a Florida not for profit corporation, its successors and assigns, ("Owner"), having an address of 10800 West Sample Road, Coral Springs, Florida, shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue Fort Lauderdale FL 33301, ("County") and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, with a post office address of 600 Southeast 3rd Avenue, Fort Lauderdale, FL 33301 ("School Board").

WHEREAS, Owner is the fee simple owner of approximately 10.2 gross acres of land generally located on the southwest corner of Sample Road and Northwest 107 Avenue in the City of Coral Springs, Florida, in Broward County, more particularly described in the attached **Exhibit "A"** ("Property"); and

WHEREAS, Owner has submitted Land Use Plan Amendment Application No. Q2-CPA-05, also known as PC-06-4, ("Application") for the Property, to change the Property's designation from Commercial Recreation to Medium-High (25) Residential, permitting an additional 168 high rise residential dwelling units which is anticipated to generate 10 students consisting of 7 elementary, 1 middle and 2 high school students; and

WHEREAS, Owner has submitted and signed a Declaration of Restrictive Covenants to and for the benefit of Broward County in which Owner has voluntarily agreed to restrict development of the Property to 168 high-rise residential units, a copy of which is attached hereto as **Exhibit "B"**; and

WHEREAS, in connection with the Application, Owner has voluntarily committed and agreed to enter into this Declaration regarding the mitigation of student impacts for seven (7) elementary students and one (1) middle school student, which is the number of students anticipated to be generated by the future development of the additional 168 high rise residential units proposed for the development of the Property which require mitigation associated with the proposed development on the Property; and

9

p.1

WHEREAS, the School Board has agreed with the voluntary student mitigation plan outlined herein, and has requested the execution and recordation of this Declaration;

NOW, THEREFORE, the undersigned agree and covenant to the following:

1. The above recitals are true and correct and are incorporated herein.

2. Owner shall mitigate the impact of the 8 (7 elementary and 1 middle school) students by the payment of the student station cost factor which shall be no less than $158,317.00(the "Mitigation Payment"). The Mitigation Payment for the 168 high rise units shall be payable in the following manner:

a. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management Division for a building permit for construction or erection of the first residential unit, Owner shall pay 50% of the total Mitigation Payment. The payment amount represents mitigation for the first 84 units of the overall 168 high rise units development plan. The payment shall be determined at the time of payment and based upon the then applicable Student Station Cost Factor Schedule or the Broward County Impact Fee, which ever is greater.

b. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management Division for a building permit for construction or erection of the 85th residential unit, Owner shall pay the remaining 50% of the total Mitigation Payment. The actual payment amount due shall be determined at the time of payment and based upon the then applicable Student Station Cost Factor Schedule or the Broward County Impact Fee, which ever is greater.

Owner shall obtain proof of the approved payment from the School Board and provide same to the Broward County Development Management Division. The School Board has issued a letter dated August 8, 2005, a copy of which is attached hereto as **Exhibit "C"**, stating its concurrence with the payment of the fees referenced herein as mitigation for the students generated by the Application.

Said payment shall mitigate towards the cost of providing student stations for the 7 elementary and 1 middle school students which are required to be mitigated pursuant to the School Board letter dated August 8, 2005 and created as a result of the approval of Broward County Land Use Plan Amendment PC-06-4. This voluntary commitment constitutes the totality of all obligations to pay school impact fees and mitigation fees subject to the provisions set forth within this Paragraph 2 above.

3. Once the mitigation payment has been made, no additional school impact fees will be required of Owner upon payment of the amount referenced in Paragraph 2 above for the development referenced above. In the event that the total number of residential units change from what is represented in the Application and there is an increase in the number of residential units or unit type(s) changes from what is represented in the Application and there is an increase in the number of residential units and/or bedroom mix, Owner agrees to provide written notification to the Director, Growth Management Department, Facility Management, Planning and Site Acquisition of the School Board or designee, with a copy to the Broward County Development Management Division. The Director, or designee, shall determine the additional students anticipated from any increase in residential units beyond the 168 total high-rise units contemplated herein and notify Owner and the County of any further increase in the number of anticipated students, subject to the terms and provisions contained in the adopted School Board Growth Management Policy. As applicable, Owner shall then comply with School Board Concurrency Requirements then in effect Fulfillment of the requirements stated herein shall be a condition of the School Board's delivery of any partial release of this Declaration of Restrictive Covenants for the subject units. In the event that changes in the overall mix of residential units and/or mix of bedrooms result in a

net reduction in the amount of units, no refund of any portion of the school impact and/or mitigation fees shall be due and owing to Owner by the County or the School Board.

4. Upon Owner obtaining a final certificate of occupancy for any given residential unit, a copy of same shall be promptly delivered to Director, Growth Management Department, Facility Management, Planning and Site Acquisition of the School Board and the Broward County Development Management Division, or their designees. Upon receipt of any such final certificate of occupancy and confirmation that the amount of bedrooms in the subject residential unit has not been increased, the School Board and County shall promptly deliver to Owner, in recordable form, a release of this Declaration of Restrictive Covenants.

5. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. The County and the School Board are the beneficiaries of these restrictive covenants and as such, both or either 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. Any failure of either the County or the School Board to enforce these restrictive covenants shall not be deemed a waiver of the right to do so thereafter.

7. This Declaration shall be recorded in the Public Records of Broward County, Florida, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees and assigns until released as provided for herein.

8. This Declaration constitutes the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties.

9. The undersigned hereto expressly covenants and represents that he/she has the authority to enter into this Agreement and so bind all general partners and affiliated partnerships.

[REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

SIGNATURE PAGES FOLLOW.]

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 19th day of August, 2010.

Signed, sealed and delivered
in the presence of:

WITNESSES:

The Country Club of Coral Springs, Inc.,
a Florida not for profit corporation

Print Name: DAN JAMES

Print Name: STEPHEN TIBSWORD

By: _____

Print name: Jim Maguire

Print title: President

Address: 10800 W Sample Road
Coral Springs, FL 33065

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 19th day of August, 2010, by Dan James, as General Manager of **The Country Club of Coral Springs, Inc.**, a Florida not for profit corporation, freely and voluntarily on behalf of said The Country Club of Coral Springs, Inc. He/She is personally known to me or has produced Known as identification.

Notary Public, State of Florida
My Commission Expires:

Seal:

Rita Goodwin
Commission #DD591732
Expires: SEP. 04, 2010
www.AaronNotary.com

Dec Q2-CPA-05(PC06-4)FNL-7.7.10)

p.4

MORTGAGEE
JOINDER AND CONSENT

IBERIABANK, having an address of 200 West Congress Street, Lafayette, Louisiana 70501, Bank being the owner and holder of an Assignment of Note, Mortgage and Loan Documents given by the **Federal Deposit Insurance Corporation, Receiver of Century Bank, a Federal Savings Bank, Sarasota, Florida,** recorded on February 10, 2010 in Official Records Book 46868, Page 1557 of the Public Records of Broward County, Florida, does hereby join and consent to this Declaration of Restrictive Covenants (the "Declaration").

IN WITNESS WHEREOF, the undersigned, has caused these presents t be executed in its name this 2 day of September, 2010.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Leah N Stewart

Print Name: LEAH STEWART

Crystal Lukas

Print Name: CRYSTAL LUKAS

IBERIABANK

a Louisiana Corporation

By: [signature]
Print Name: John C. Troyan
Title: Senior Vice President
Address: 200 West Congress Street
Lafayette, LA 70501

STATE OF FL)
COUNTY OF Palm Beach) SS

The foregoing instrument was acknowledged before me this 2nd day of Sept., 2010, by John Troyan, as SVP of **IBERIABANK**, on behalf of said Bank. He/She is personally known to me or has produced personally known as identification.

Seal: CRYSTAL LUKAS
Notary Public - State of Florida
My Commission Expires Apr 13, 2012
Commission # DD 788506
Bonded Through National Notary Assn.

Crystal Lukas
Notary Public, State of Florida
My Commission Expires: 4/13/2012

EXHIBIT LIST

EXHIBIT "A"
PROPERTY LEGAL DESCRIPTION
(TOGETHER WITH A PROPERTY SKETCH)

EXHIBIT "B"
SIGNED DECLARATION OF RESTRICTIVE COVENANTS LIMITING DEVELOPMENT OF PROPERTY TO 168 RESIDENTIAL HIGH-RISE UNITS

EXHIBIT "C"
SCHOOL BOARD LETTER OF CONCURRENCE DATED AUGUST 8, 2005

EXHIBIT A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "D" and a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block 5, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 89°39'15" East, along a North line of said Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 88°32'17" and an arc length of 38.63 feet to a point on an East line of said Parcel "D"; thence South 01°06'58" East, a distance of 376.10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 729.91 feet, a central angle of 08°49'03" and an arc length of 86.85 feet to the Northeast corner of the aforesaid Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the aforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the south line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 00°17'25" and an arc length of 4.46 feet along the West line of said Canal, Dike and Maintenance Area; thence departing said West line South 89°39'15" West, a distance of 414.77 feet; thence South 00°20'45" East, a distance of 106.19 feet; thence South 89°39'15" West, a distance of 255.47 feet to a point on the arc of a circular curve concave to the West and to said point a radial line bears South 81°00'30" East, said point also being on a West line of the aforesaid Parcel "D"; thence Northerly along said circular curve having a radius of 500.00 feet, a central angle of 09°20'15" and an arc length of 81.49 feet; thence North 00°20'45" West, a distance of 210.27 feet, to a point on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 21°40'43" East; thence Northeasterly along said circular curve having a radius of 440.00 feet, a central angle of 69°28'35" and an arc length of 533.28 feet; thence North 01°07'18" West, a distance of 23.73 feet to the POINT OF BEGINNING, the last four (4) calls being coincident with a West line of the aforesaid Parcel "D".

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 420,262 square feet or 9.648 acres, more or less.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE: N/A	JOB NO: 05-208LEGAL
FB/PG: N/A	CAD. FILE: C:\WOI\TOWER\05-208
DRAWN BY: TD	DATE: 8/30/05
CKD BY: SH	PROJ FILE: 05-208

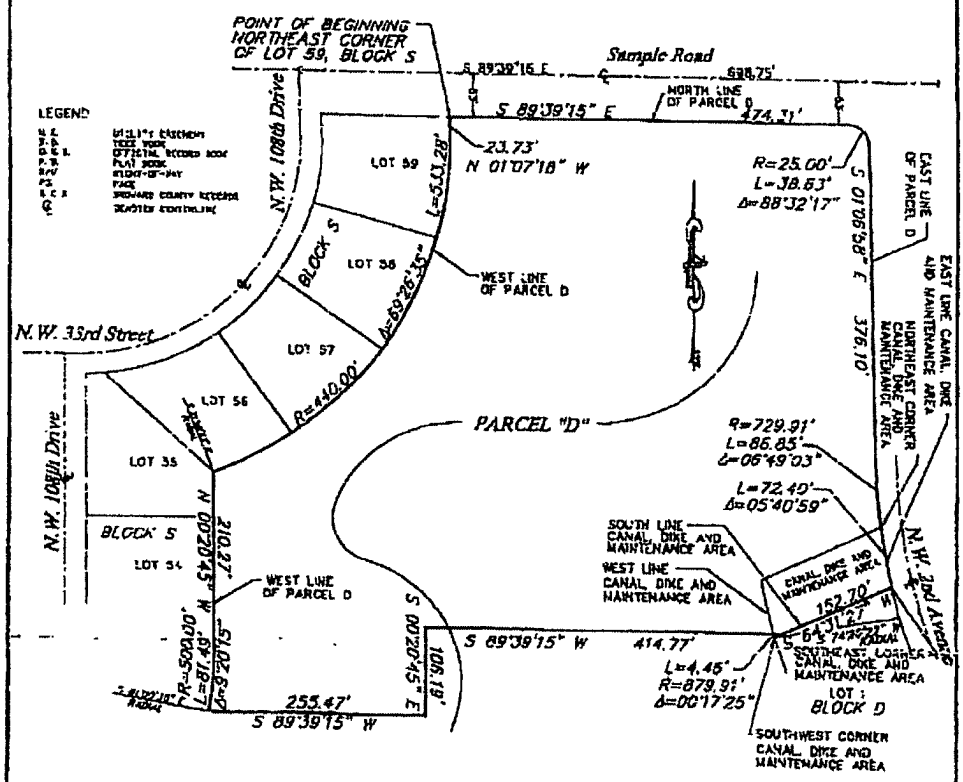
DAVID & GERCHAR, INC
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 · Fax: (954) 255-0735

EXHIBIT A

SKETCH AND DESCRIPTION

NOTES:

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. lands shown hereon were not abstracted for rights-of-way and/or easements of record.
4) This Sketch and Description consists of two sheets and is not complete without both sheets



THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

SCALE: NOT TO SCALE	JOB NO: 05-208LEGAL		
FB/PG: N/A	CAD. FILE: G:\MD\TOWER\05-208		
DRAWN BY: TD	DATE: 8/30/05		
CKD. BY: SN	PROJ. FILE: 05-208		

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 · Fax: (954) 255-0735

A

SKETCH AND DESCRIPTION

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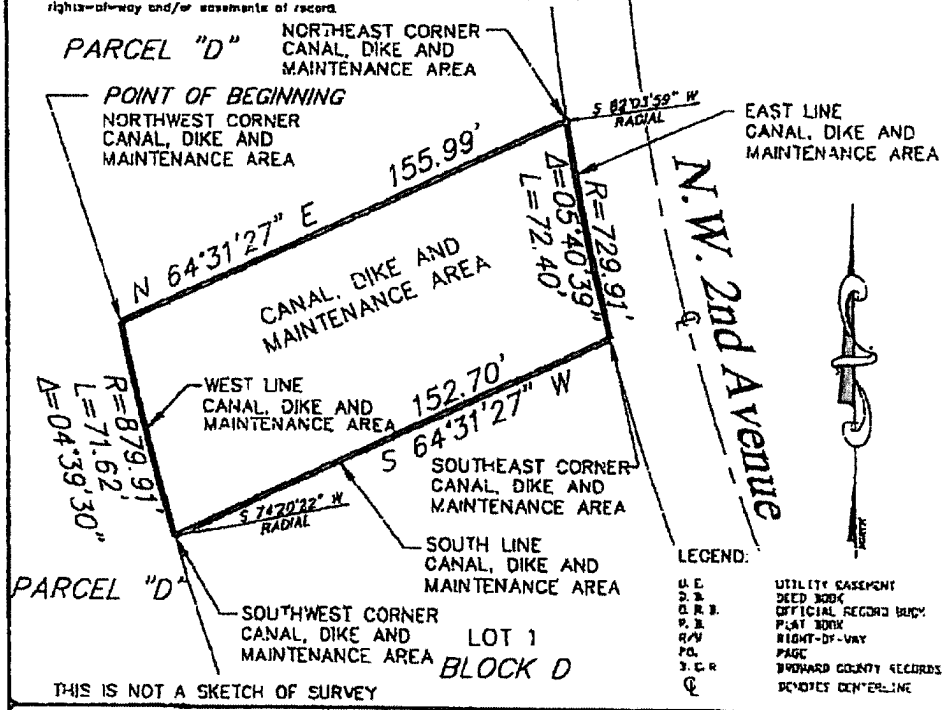
A portion of a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northwest corner of said Canal, Dike and Maintenance Area; thence North 64°31'27" East along the North line of said Canal, Dike and Maintenance Area a distance of 155.99 feet to the Northeast corner of said Canal, Dike and Maintenance Area, said corner being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 82°03'59" West; thence Southerly along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the South line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said corner also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 04°39'30" and an arc length of 71.62 feet along the West line of said Canal, Dike and Maintenance Area to the point of Beginning.

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 10,795 square feet more or less.

NOTES: 2496

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.



THIS IS NOT A SKETCH OF SURVEY

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO 5021
DAVID & GERCHAR, INC. LB#6935

SCALE: N/A	JOB NO: 05-208LEGAL-A
FB/PG: N/A	CAD. FILE: C:\WCI\TOWER\05-208
DRAWN BY: TD	DATE: 6/30/05
CKD BY: SN	PROJ. FILE 05-208

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 • Fax: (954) 255-0735

EXHIBIT B
"Signed Declaration of Restrictive Covenants limiting development"

Return to: (enclose self-addressed stamped envelope)

Name: Nectaria M. Chakas, Esq.

Address:
Lochrie & Chakas, P.A.
1401 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301

This Instrument Prepared by:
Nectaria Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") made this 2nd of September, 2010 by THE COUNTRY CLUB OF CORAL SPRINGS, INC., a Florida not for profit corporation, having an address of 10800 West Sample Road, Coral Springs, Florida ("Owner"), shall be for the benefit of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL ("County").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of approximately 10.2 gross acres of land, generally located at 10800 West Sample Road and more particularly described in **Exhibit "A"** attached hereto ("Property"); and

WHEREAS, Owner, has made an application to Broward County for a Land Use Plan Amendment to change the existing Commercial Recreation land use designation to a Medium-High (25) Residential land use designation in conjunction with development to be located on the Property; and

WHEREAS, notwithstanding the proposed land use designation, Owner has offered to enter into this Covenant to restrict the number of residential units on the Property; and

WHEREAS, Owner agrees to grant this Covenant to the County, and the County agrees to accept this Covenant in order to place certain restrictions on the development of the Property upon final approval.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owner hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such property and any part thereof and

which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Covenant by this reference.

2. Property Development. Owner shall restrict residential development of the Property to 168 high rise multi-family dwelling units. This restriction shall not serve to restrict non-residential development uses permitted pursuant to the applicable land use plan and zoning regulations.

3. Amendments. This Covenant shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant shall run with the Property for the sole benefit of County and shall bind all successors and assigns to the title of the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

B

IN WITNESS WHEREOF, Owner has executed this Declaration of Restrictive Covenants on the day first above written.

WITNESSES:

Print Name: DAN JAMES

Print Name: STEPHEN TIPSWORD

The Country Club of Coral Springs, Inc., a Florida not for profit corporation

By: _____

Print Name: Jim Magurno

Title: President

Address: 10800 W Sample Road
Coral Springs, FL 33065

STATE OF Florida)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 19th day of July, 2010, by ~~Rita Goodwin~~ Jim Magurno as ~~Corporate Officer~~ President of THE COUNTRY CLUB OF CORAL SPRINGS, INC., a Florida corporation, freely and voluntarily on behalf of said corporation. He/She is personally known to me or has produced Driver as identification or is known to me personally.

Notary Public

Rita Goodwin

Typed, printed or stamped name of Notary Public

NOTARY PUBLIC STATE OF FLORIDA Commission #DD591732 Expires: SEP. 04, 2010 www.AaronNotary.com

My Commission Expires:

p.12

B

EXHIBIT "A"

[See attached Sketch and Legal Description]

EXHIBIT A

B

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "D" and a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block S, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 89°39'15" East, along a North line of said Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 88°32'17" and an arc length of 38.63 feet to a point on an East line of said Parcel "D"; thence South 01°06'58" East, a distance of 376.10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 729.91 feet, a central angle of 08°49'03" and an arc length of 86.65 feet to the Northeast corner of the aforesaid Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the aforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the south line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 00°17'25" and an arc length of 4.46 feet along the West line of said Canal, Dike and Maintenance Area; thence departing said West line South 89°39'15" West, a distance of 414.77 feet; thence South 00°20'45" East, a distance of 106.19 feet; thence South 89°39'15" West, a distance of 255.47 feet to a point on the arc of a circular curve concave to the West and to said point a radial line bears South 81°00'30" East, said point also being on a West line of the aforesaid Parcel "D"; thence Northerly along said circular curve having a radius of 500.00 feet, a central angle of 09°20'15" and an arc length of 81.49 feet; thence North 00°20'45" West, a distance of 210.27 feet, to a point on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 21°40'43" East; thence Northeasterly along said circular curve having a radius of 440.00 feet, a central angle of 69°28'35" and an arc length of 533.28 feet; thence North 01°07'18" West, a distance of 23.73 feet to the POINT OF BEGINNING, the last four (4) calls being coincident with a West line of the aforesaid Parcel "D".

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Containing 420,262 square feet or 9.648 acres, more or less.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#3935

SCALE: N/A	JOB NO: 05-208LEGAL
FB/PG: N/A	CAD. FILE: C:\WO\TOWER\05-208
DRAWN BY: TD	DATE: 8/30/05
CKD BY: SK	PROJ FILE: 05-208

DAVID & GERCHAR, INC
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 - Fax: (954) 255-0735

B

EXHIBIT A

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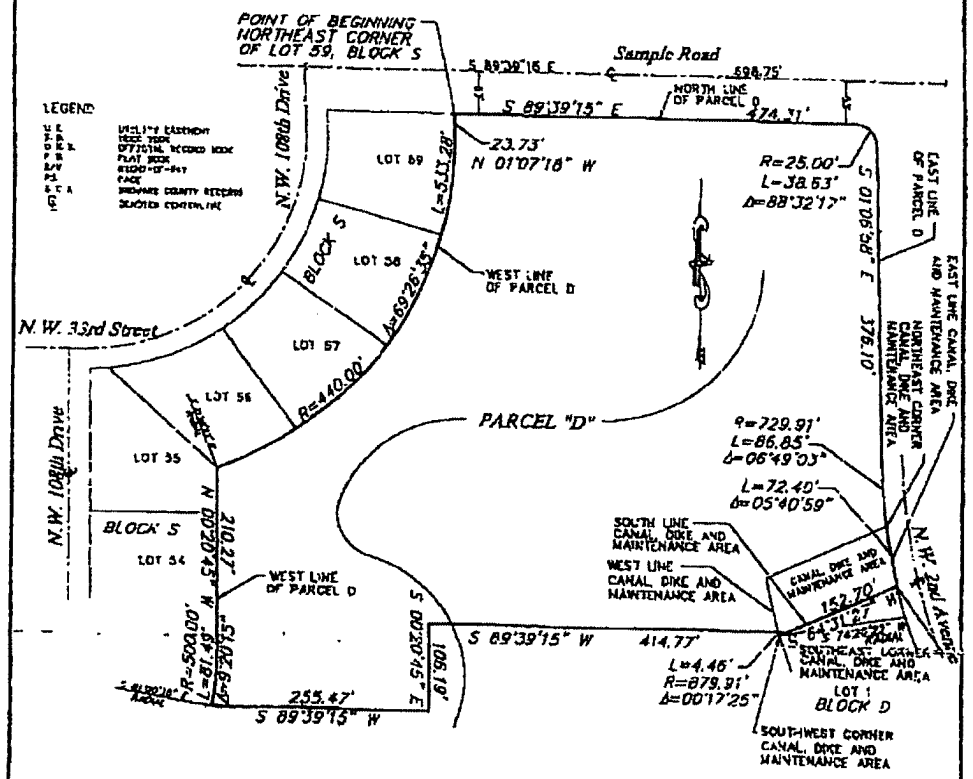

THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

SCALE: NOT TO SCALE	JOB NO: 05-208/LEGAL	
FB/PG: N/A	CAD. FILE: C:\MD\TOWER\05-208	
DRAWN BY: TD	DATE: 8/30/05	
CKD. BY: SN	PROJ. FILE: 05-208	

DAVID & GERCHAR, INC.
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10750 Wiles Road
Coral Springs, Florida 33076
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Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 10,795 square feet more or less.

NOTES: 2498

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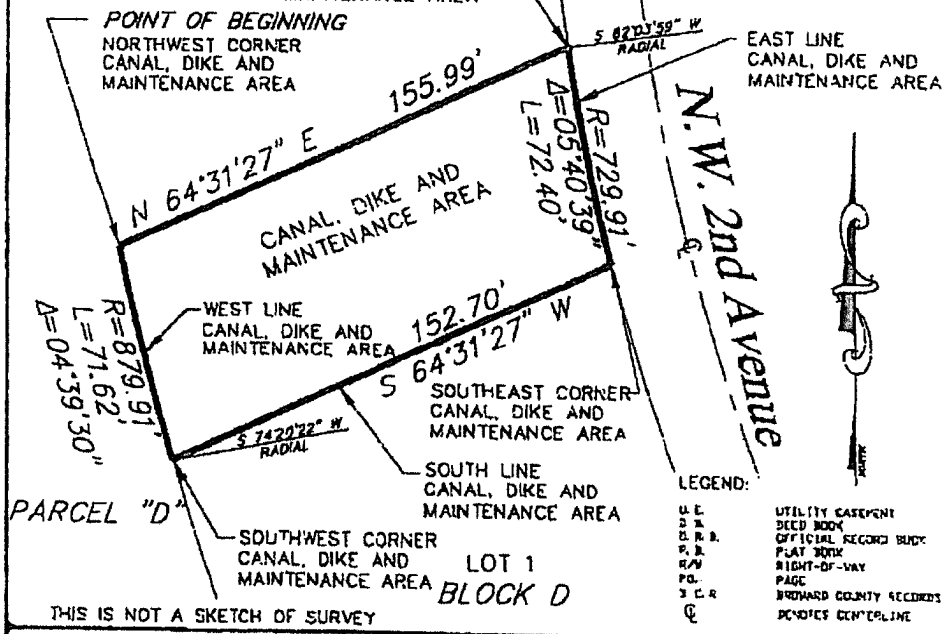

THIS IS NOT A SKETCH OF SURVEY

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO 5821
DAVID & GERCHAR, INC. LB#6233

SCALE: N/A	JOB NO: 05-208LEGAL-A
FB/PG: N/A	CAD. FILE: C:\WOL\TOWER\05-208
DRAWN BY: TC	DATE: 6/30/05
CKD. BY: SN	PROJ. FILE 05-209

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4035 • Fax: (954) 255-0735

p.16

B

MORTGAGEE
JOINDER AND CONSENT

IBERIABANK, having an address of 200 West Congress Street, Lafayette, Louisiana 70501, being the owner and holder of that certain Mortgage Deed and Security Agreement recorded in Official Records Book 41191, Page 1369, Assignment of Leases and Rents recorded in Official Records Book 41191, Page 1400, UCC Financing Statement recorded in Official Records Book 41191, Page 1410, First Modification of Mortgage and Other Loan Documents recorded in Official Records Book 45410, Page 280, Second Modification of Mortgage and Other Loan Documents recorded in Official Records Book 46285, Page 1602, by virtue of that certain Assignment of Note, Mortgage and Loan Documents given by the **Federal Deposit Insurance Corporation, Receiver of Century Bank, a Federal Savings Bank, Sarasota, Florida**, recorded on February 10, 2010 in Official Records Book 46868, Page 1557 all of the foregoing of the Public Records of Broward County, Florida, does hereby join and consent to this Declaration of Restrictive Covenants (the "Declaration").

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its name this 2 day of September, 2010.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Print Name: LEAH STEWART

Print Name: CRYSTAL LUKAS

IBERIABANK
a Louisiana Corporation

By:
Print Name: John Trayan
Title: Senior Vice President
Address: 200 West Congress Street
Lafayette, LA 70501

STATE OF FL)
COUNTY OF Palm Beach) SS

The foregoing instrument was acknowledged before me this 2nd day of Sept, 2010, by John Trayan, as SVP of **IBERIABANK**, on behalf of said Bank. He/She is personally known to me or has produced personally known as identification.

Notary Public, State of Florida
My Commission Expires: 4/13/2012

Seal:

p.17

EXHIBIT C

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
600 Southeast Third Avenue • 14th Fl. Ft. Lauderdale, Florida 33301 • Tel. 754-321-2161 • Fax 754-321-2179

RECEIVED

August 8, 2005

George I. Platt
Shutts & Bowen, LLP
200 East Broward Boulevard, Suite 2000
Fort Lauderdale, Florida 33301

Re: City of Coral Springs - Land Use Plan Amendment Q2-CPA-05 (Coral Springs Country Club)

Dear Mr. Platt:

This correspondence is in response to your letter dated August 3, 2005 regarding the voluntary commitment by WCI communities, Inc. to mitigate towards the cost of providing student stations for the 10 (7 elementary, 1 middle and 2 high school) students anticipated from the future development of 168 two or more bedrooms high rise units. The site for the proposed development, currently processed as Land Use Plan Amendment (LUPA) Q2-CPA-05 by the City of Coral Springs, is generally located south of Sample Road between Coral Springs Drive and Coral Ridge Drive in the City of Coral Springs. This commitment indicates that WCI communities, Inc. will pay the Florida established Student Station Cost Factor (or cost per student station) amount due for the elementary and middle school students. The commitment for only the elementary and middle school students is because School Board Policy 1161 only requires voluntary mitigation for schools that are overcrowded in the current school year or projected to become overcrowded in the next effective school year. Coral Glades High School is under enrolled in the 2004/05 school year, and projected to be under enrolled in the 2005/06 school year. Therefore, voluntary mitigation is not due for the two high school students.

Based on Ordinance 97-40 effective October 1, 2004, the school impact fee that would have been due for the 168 high-rise units is $78,120. Based on the August 2005 Student Station Cost Factor schedule, the cost per student station amount due for the elementary and middle school students is $112,740 or approximately $34,620 above the school impact fee due. The proposed mitigation complies with the mitigation provisions of School Board Policy 1161. However, be advised that the cost per student station amount is adjusted each month, and as such, the total amount due will be based on the effective schedule prior to the time building permit is obtained for the units. Also, school impact fees are considered incorporated in the Student Station Cost Factor amount due. Thus, no additional school impact fees will be considered due for the project upon fulfillment of the stated commitment.

C

As a condition for approval of the LUPA and final adoption by the City of Coral Springs City Commission or pertinent agencies, and to enable legal enforcement of the voluntary commitment, a Declaration of Restrictive Covenant must be executed against the subject property prior to the land use designation becoming effective. Furthermore, the draft Restrictive Covenant must be submitted to staff for review before execution and recordation. At the minimum, the Restrictive Covenant must address the following:

1. The voluntary commitment cited above.
2. That the cited voluntary commitment must run with the property until the obligation is deemed fulfilled.
3. That full payment (or a maximum of two payments if construction of the project is phased) of the Student Station Cost factor amount will be made directly to the School Board of Broward County, Florida prior to the time building permit is obtained for the first unit of the project.

A copy of the School District's standard Declaration of Restrictive Covenant document can be obtained via www.browardschools.com, and accessing the web page of the Facility Management, Planning and Site Acquisition Department, and clicking on Growth Management. Thank you for your cooperation in this matter and please email me at [illegible] or call me at 754-321-2162 if you have additional questions.

Sincerely,

Chris O. Akagbosu, Director
Growth Management Division
Facility Management, Planning & Site Acquisition

COA:coa

cc: Michael Garretson, Deputy Superintendent, Facilities and Construction Management
Thomas J. Coates, Executive Director, Facility Management, Planning & Site Acquisition Department
Sharon Cruz, Deputy Broward County Attorney
Dave Danovitz, Director, Development Management Division
Susan Hess, Director, Community Development Division, City of Coral Springs
Jennifer Bramley, Planner, Community Development Division, City of Coral Springs

Return to: (enclose self-addressed stamped envelope)

Name: Nectaria M. Chakas, Esq.

Address:
Lochrie & Chakas, P.A.
1401 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301

This Instrument Prepared by:
Nectaria Chakas, Esq.
Lochrie & Chakas, P.A.
1401 E. Broward Blvd., Suite 200
Ft. Lauderdale, FL 33301

CFN # 109598858
OR BK 47393 Pages 1283 - 1290
RECORDED 09/23/10 09:40:31 AM
BROWARD COUNTY COMMISSION
DEPUTY CLERK 2090
#1, 8 Pages

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DECLARATION OF RESTRICTIVE COVENANTS

THIS DECLARATION OF RESTRICTIVE COVENANTS ("Covenant") made this 2nd of September, 2010 by THE COUNTRY CLUB OF CORAL SPRINGS, INC., a Florida not for profit corporation, having an address of 10800 West Sample Road, Coral Springs, Florida ("Owner"), shall be for the benefit of BROWARD COUNTY, FLORIDA, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL ("County").

WITNESSETH:

WHEREAS, Owner is the fee simple owner of approximately 10.2 gross acres of land, generally located at 10800 West Sample Road and more particularly described in **Exhibit "A"** attached hereto ("Property"); and

WHEREAS, Owner, has made an application to Broward County for a Land Use Plan Amendment to change the existing Commercial Recreation land use designation to a Medium-High (25) Residential land use designation in conjunction with development to be located on the Property; and

WHEREAS, notwithstanding the proposed land use designation, Owner has offered to enter into this Covenant to restrict the number of residential units on the Property; and

WHEREAS, Owner agrees to grant this Covenant to the County, and the County agrees to accept this Covenant in order to place certain restrictions on the development of the Property upon final approval.

NOW, THEREFORE, in consideration of the promises and covenants herein contained, Owner hereby declares that the Property specifically referenced herein shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, and regulations hereinafter set forth, all of which shall run with such property and any part thereof and

8

which shall be binding upon all parties having any right, title or interest in such property or any part thereof, their heirs, successors and assigns.

1. Recitations. The recitations set forth above are true and correct and are incorporated into this Covenant by this reference.

2. Property Development. Owner shall restrict residential development of the Property to 168 high rise multi-family dwelling units. This restriction shall not serve to restrict non-residential development uses permitted pursuant to the applicable land use plan and zoning regulations.

3. Amendments. This Covenant shall not be modified, amended or released as to any portion of the Property except by written instrument, executed by the then owner or owners of the portion of the Property affected by such modification, amendment, or release and approved in writing by the County. The appropriate governmental authority of the County shall execute a written instrument effectuating and acknowledging such modification, amendment or release. Any amendment, modification or release of this Covenant shall be recorded in the Public Records of Broward County, Florida.

4. Recordation and Effective Date. This instrument shall not become effective until recorded in the Public Records of Broward County, Florida. Once recorded, this Covenant shall run with the Property for the sole benefit of County and shall bind all successors and assigns to the title of the Property.

5. Severability. If any court of competent jurisdiction shall declare any section, paragraph or part thereof invalid or unenforceable, then such judgment or decree shall have no effect on the enforcement or validity of any other section, paragraph or part hereof, and the same shall remain in full force and effect.

6. Captions, Headings and Titles. Articles and paragraph captions, headings and titles inserted throughout this Covenant are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Covenant.

7. Context. Whenever the context requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns or pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

IN WITNESS WHEREOF, Owner has executed this Declaration of Restrictive Covenants on the day first above written.

WITNESSES:

Print Name: DAN JAMES

Print Name: STEPHEN TIPTWORD

The Country Club of Coral Springs, Inc., a Florida not for profit corporation

By: _____

Print Name: Jim Maguire

Title: President

Address: 10800 W Sample Road
Coral Springs, FL 33065

STATE OF Florida)
) SS
COUNTY OF Broward)

The foregoing instrument was acknowledged before me this 19th day of July, 2010, by Jim Maguire as President of THE COUNTRY CLUB OF CORAL SPRINGS, INC., a Florida corporation, freely and voluntarily on behalf of said corporation. He/She is personally known to me or has produced Known as identification or is known to me personally.

_____
Notary Public

Rita Goodwin
Typed, printed or stamped name of Notary Public

NOTARY PUBLIC STATE OF FLORIDA Commission #DD591732 Expires: SEP. 04, 2010 www.AaronNotary.com

My Commission Expires:

EXHIBIT "A"

[See attached Sketch and Legal Description]

EXHIBIT A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "D" and a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block 5, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 89°39'15" East, along a North line of said Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 88°32'17" and an arc length of 38.63 feet to a point on an East line of said Parcel "D"; thence South 01°06'58" East, a distance of 376.10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 729.91 feet, a central angle of 08°49'03" and an arc length of 86.85 feet to the Northeast corner of the aforesaid Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the aforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.91 feet a central angle of 6°40'39" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 84°31'27" West, a distance of 152.70 feet along the south line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 00°17'25" and an arc length of 4.46 feet along the West line of said Canal, Dike and Maintenance Area; thence departing said West line South 89°39'15" West, a distance of 414.77 feet; thence South 00°20'45" East, a distance of 106.19 feet; thence South 89°39'15" West, a distance of 255.47 feet to a point on the arc of a circular curve concave to the West and to said point a radial line bears South 81°00'30" East, said point also being on a West line of the aforesaid Parcel "D"; thence Northerly along said circular curve having a radius of 500.00 feet, a central angle of 09°20'15" and an arc length of 81.49 feet; thence North 00°20'45" West, a distance of 210.27 feet, to a point on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 21°40'43" East; thence Northeasterly along said circular curve having a radius of 440.00 feet, a central angle of 69°28'35" and an arc length of 533.28 feet; thence North 01°07'18" West, a distance of 23.73 feet to the POINT OF BEGINNING, the last four (4) calls being coincident with a West line of the aforesaid Parcel "D".

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 420,282 square feet or 9.648 acres, more or less.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#8935

SCALE: N/A	JOB NO: 05-208LEGAL
FB/PG: N/A	CAD. FILE: C:\WOJTOWER\05-208
DRAWN BY: TD	DATE: 8/30/05
CKD BY: SN	PROJ FILE: 05-208

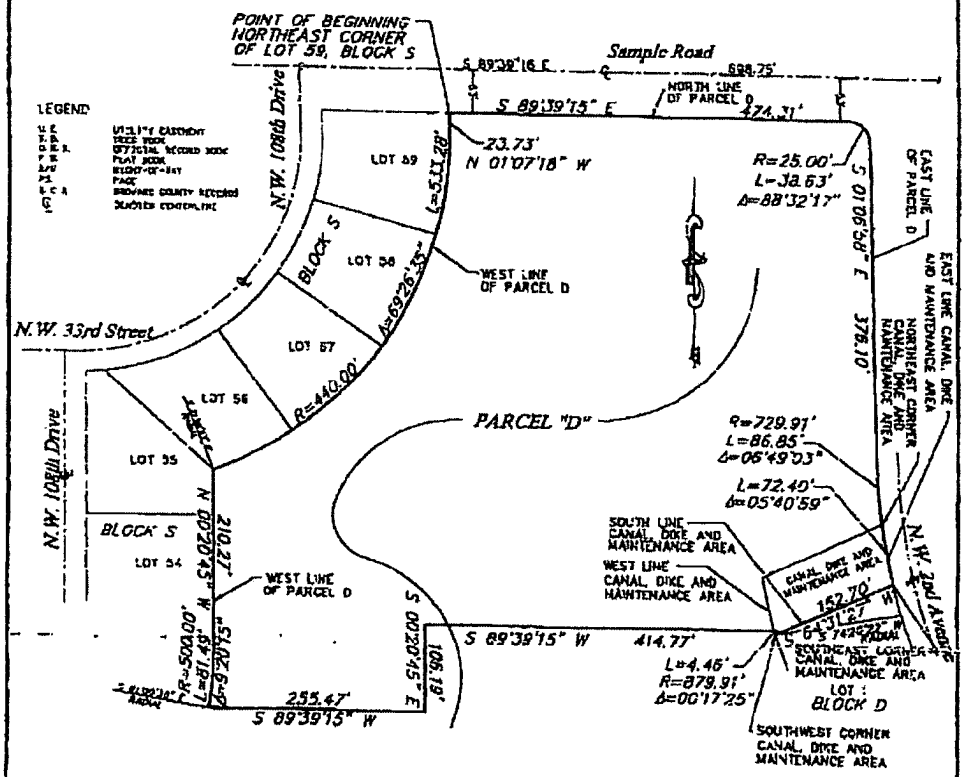
DAVID & GERCHAR, INC
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 - Fax: (954) 255-0735

EXHIBIT A

SKETCH AND DESCRIPTION

NOTES:

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
4) This Sketch and Description consists of two sheets and is not complete without both sheets



THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

SCALE: NOT TO SCALE	JOB NO: 05-208LEGAL	
FB/PG: N/A	CAD. FILE: C:\MD\TOWER\05-208	
DRAWN BY: TD	DATE: 6/30/05	
CKD. BY: SN	PROJ. FILE: 05-208	

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 · Fax: (954) 255-0735

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

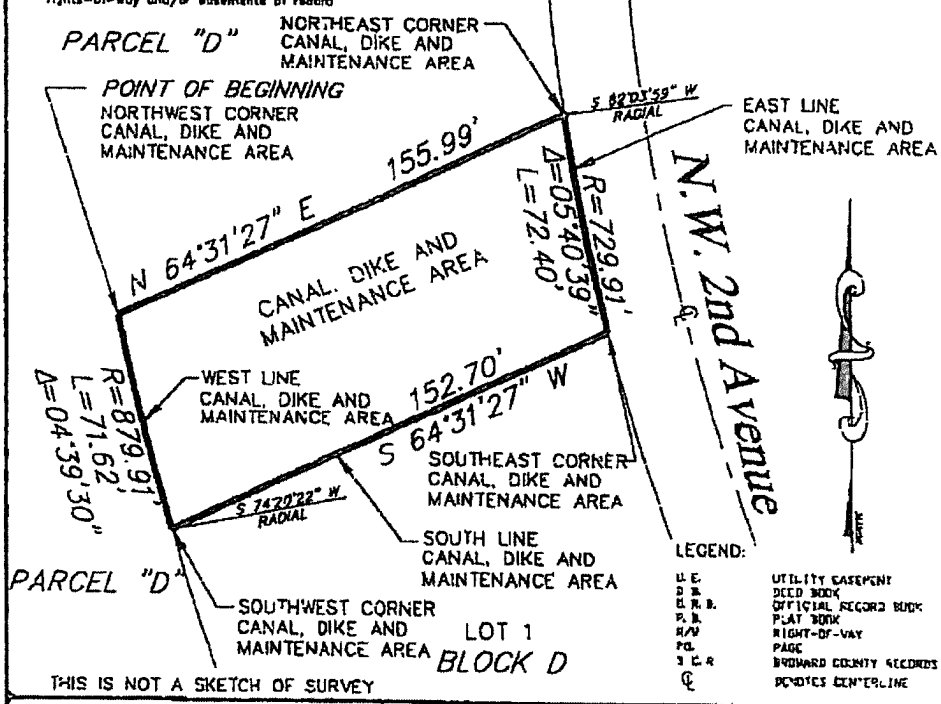
A portion of a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northwest corner of said Canal, Dike and Maintenance Area; thence North 64°31'27" East along the North line of said Canal, Dike and Maintenance Area a distance of 155.99 feet to the Northeast corner of said Canal, Dike and Maintenance Area, said corner being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 82°03'59" West; thence Southerly along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the South line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said corner also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 04°39'30" and an arc length of 71.62 feet along the West line of said Canal, Dike and Maintenance Area to the point of Beginning.

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 10,795 square feet more or less.

NOTES: 2478

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record



THIS IS NOT A SKETCH OF SURVEY

LEGEND:

U.E.	UTILITY EASEMENT
D.B.	DEED BOOK
O.R.B.	OFFICIAL RECORD BOOK
P.B.	PLAT BOOK
R/W	RIGHT-OF-WAY
PG.	PAGE
B.C.R.	BROWARD COUNTY RECORDS
℄	PERMITTED CENTERLINE

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#6935

SCALE: N/A	JOB NO: 05-208LEGAL-A
FB/PG: N/A	CAD. FILE: G:\WGA\TOWER\05-208
DRAWN BY: TC	DATE: 6/30/05
CKD. BY: SN	PROJ. FILE 05-209

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4025 • Fax: (954) 255-0735

MORTGAGEE
JOINDER AND CONSENT

IBERIABANK, having an address of 200 West Congress Street, Lafayette, Louisiana 70501, being the owner and holder of that certain Mortgage Deed and Security Agreement recorded in Official Records Book 41191, Page 1369, Assignment of Leases and Rents recorded in Official Records Book 41191, Page 1400, UCC Financing Statement recorded in Official Records Book 41191, Page 1410, First Modification of Mortgage and Other Loan Documents recorded in Official Records Book 45410, Page 280, Second Modification of Mortgage and Other Loan Documents recorded in Official Records Book 46285, Page 1602, by virtue of that certain Assignment of Note, Mortgage and Loan Documents given by the **Federal Deposit Insurance Corporation, Receiver of Century Bank, a Federal Savings Bank, Sarasota, Florida,** recorded on February 10, 2010 in Official Records Book 46868, Page 1557 all of the foregoing of the Public Records of Broward County, Florida, does hereby join and consent to this Declaration of Restrictive Covenants (the "Declaration").

IN WITNESS WHEREOF, the undersigned, has caused these presents to be executed in its name this 2 day of September, 2010.

Signed, sealed and delivered
in the presence of:

WITNESSES:

Leah N. Stewart

Print Name: LEAH STEWART

Crystal Lukas

Print Name: CRYSTAL LUKAS

IBERIABANK
a Louisiana Corporation

By: [signature]
Print Name: John Troyan
Title: Senior Vice President
Address: 200 West Congress Street
Lafayette, LA 70501

STATE OF FL)
) SS
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 2nd day of Sept, 2010, by John Troyan, as SVP of **IBERIABANK**, on behalf of said Bank. He/She is personally known to me or has produced personally known as identification.

Crystal Lukas
Notary Public, State of Florida
My Commission Expires: 4/13/2012

Seal:

CRYSTAL LUKAS
Notary Public - State of Florida
My Commission Expires Apr 13, 2012
Commission # DD 706886
Bonded Through National Notary Assn.

Return to: (enclose self-addressed stamped envelope)

This Instrument Prepared by:

Leigh R. Kerr, President
Leigh Robinson Kerr & Associates, Inc.
808 East Las Olas Boulevard
Suite 104
Fort Lauderdale, FL 33301

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INSTR # 112732667
Recorded 01/07/15 02:30:11 PM
Broward County Commission
Deputy Clerk 1012
#1, 16 Pages

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FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS

(Land Use Plan Amendment Q1-CPA-14;
Previously Known As 02-CPA-05; Also Known As PC 06-4)

This First Amendment To Declaration of Restrictive Covenants ("Amended Declaration") related to Broward County Public Schools student impacts is executed this 24th day of December, 2014 by **THE COUNTRY CLUB OF CORAL SPRINGS, INC.**, a Florida nonprofit corporation, its successors and assigns, ("Owner"), having an address of 10800 West Sample Road, Coral Springs, Florida, shall be for the benefit of **BROWARD COUNTY**, a political subdivision of the State of Florida, with a post office address at 115 South Andrews Avenue, Fort Lauderdale, FL 33301, ("County") and **THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**, with a post office address of 600 Southeast 3rd Avenue, Fort Lauderdale, FL 33301 ("School Board").

WHEREAS, Owner is the fee simple owner of approximately 10.2 gross acres of land located in the vicinity of the southwest corner of Sample Road and Northwest 107 Avenue in the City of Coral Springs, Florida, in Broward County, and more particularly described in in the attached **Exhibit "A"** ("Property"); and

WHEREAS, in 2005, Owner filed, with Broward County, a Land Use Plan Amendment Application No. Q2-CPA-05, also known as PC 06-4, (the "Original Application") for the Property, to change the Property's land use designation from Commercial Recreation to Medium-High (25) Residential, to permit an additional 168 high rise residential dwelling units which was anticipated to generate 10 (7 elementary, 1 middle, and 2 high) additional students; and

WHEREAS, Owner executed a Declaration of Restrictive Covenants dated September 2, 2010 ("Declaration") recorded in Official Records Book 47393, Pages 1263-1281of Broward County, Florida which restricted development of the Property to 168 high rise units and the mitigation for the student impacts of the 10 total students contributed by the development; and

(16)

WHEREAS, Owner, has submitted a revised Land Use Plan Amendment Application No.Q1-CPA-14 (previously known as Q2-CPA-05, also known as PC-06-4), (the "Revised Application") for the Property to change the Property's existing City land use designation from Medium-High (19) Residential to Medium-High (27.3) Residential (City), to revise the residential type and number for a maximum total of 255 mid-rise residential units and to restrict development of the Property to 250 mid-rise residential units; and

WHEREAS, School Board staff issued School Consistency Review Report, dated July 29, 2014, a copy of which is attached hereto as **Exhibit "B"**, which finds that 250 mid-rise units would generate a total 12 (7 elementary, 3 middle, and 2 high) students; and

WHEREAS, Broward County and the City of Coral Springs, in conjunction with the School Board, have adopted public school concurrency since approval of the Declaration which requires all new residential development proposals to comply with development review criteria for school concurrency in Broward County; and

WHEREAS, the previously approved 168 high rise residential dwelling units were vested from public school concurrency requirements as outlined in the Declaration; and

WHEREAS, the student impact from the additional 82 mid-rise residential units, as currently proposed for the development of the Property will be subject to public school concurrency determination either at the plat or site plan stage of development review; and

WHEREAS, Owner desires to amend the Declaration to modify the approved school mitigation to reflect the current proposed residential type and unit mix and its anticipated student impact on Broward County Public Schools; and

WHEREAS, the School Board has agreed with the voluntary student mitigation plan outlined herein, and has requested the execution and recordation of this Amended Declaration;

NOW, THEREFORE, the undersigned agree and covenant to the following:

1. The above recitals are true and correct and are incorporated herein.

2. Other than as amended herein, Owner hereby confirms, ratifies and reaffirms the covenants, restrictions and obligations contained in the Declaration.

3. Pursuant to the Declaration, Owner agreed to mitigate the student impacts resulting from the 168 residential high rise units by paying no less than $158,317.00 (the specified minimum calculated based on the then effective 7 elementary and 1 middle school Student Station Cost Factors).

4. Prior to environmental review approval of construction plans as set forth within Chapter 27, Broward County Code of Ordinances, by the Development Management and Environmental Review Section for the first building permit for construction or erection of the first residential unit on the Property, Owner shall make one lump sum payment to the School Board of no less than $158,317.00 (based upon the Student Station Cost Factors), or the actual school impact fee then due for 168 mid-rise units, whichever is greater. The actual amount due shall be determined at the time of payment. Once this mitigation payment has been made, the 168 mid-rise residential units shall be vested for Public School Concurrency.

5. The remaining 82 mid-rise units within the Property shall be subject to Public School Concurrency (PSC) review (either at the plat or site plan review) which shall require the Owner to pay school impact fees for these remaining units, if capacity is available at the impacted schools. In the event that the total number of residential units changes from what is represented in the Revised Application and there is an increase in the number of residential units or unit type(s), Owner shall submit an application to the Facility Planning and Real Estate Department for Public School Concurrency review and determination. In the event that changes in the overall mix of residential units results in a net reduction in the amount of units, no refund of any portion of the school impact and/or mitigation fees shall be due and owing to Owner by the County or the School Board.

6. Except as modified herein, all other terms and conditions of the Declaration shall remain in full force and effect.

7. This Amended Declaration shall be recorded in the Public Records of Broward County, Florida, and the provisions hereof shall constitute a covenant running with the land and shall remain in full force and effect and binding upon the undersigned, its heirs, legal representatives, estate successors, grantees and assigns until released as provided herein.

8. Collectively, the Declaration, and this Amended Declaration constitute the entire agreement, with regard to the subject matter contained herein, and may only be amended, modified or released with the consent of the parties. In the event of a conflict between the terms, covenants, restrictions and conditions of the Declaration or the Amended Declaration, this Amended Declaration shall control and prevail.

9. The undersigned hereto expressly covenants and represents that he/she has the authority to enter into this Amended Agreement and so bind all general partners and affiliated partnerships, if any.

IN WITNESS WHEREOF, the undersigned has executed this Amended

Declaration to be executed this 24 day of Dec, 2014.

WITNESSES:

By: _____
Print Name: Cozy Rito

By: _____
Print Name: BESSIE PETROUTSAS

The Country Club of Coral Springs, Inc.,
a Florida nonprofit corporation

By: _____
Print Name: Bernie Moyle
Title: Pres
Address: 10800 W Sample Road
Coral Springs, FL 33065

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of December, 2014, by Berard Moyle as President of **THE COUNTRY CLUB OF CORAL SPRINGS, INC.**, a Florida nonprofit Corporation, freely and voluntarily on behalf of said corporation. He/She is personally known to me or has produced _____ as identification or is known to me personally.

AARON ALLISON
Notary Public - State of Florida
My Comm. Expires Oct 4, 2015
Commission # EE 135882

_____
Notary Public

Aaron Allison
Typed, printed or stamped name of Notary Public

My Commission Expires:
10/4/15

Dec Q1-CPA-14-Amd.Dec.(Approved.FNL2.-12.18.14)

MORTGAGEE
JOINDER AND CONSENT

VAPAC, Inc., a Florida corporation, having an address of 3300 N. University Dr., Suite 500, Coral Springs, Florida 33065, being the owner and holder of an Assignment of Replacement Note, Third Mortgage, Guaranties and Related Loan Documents given by IBERIABANK having an address of 1601 Bryan Street, Suite 1700, Dallas, Texas 75201 as recorded on March 23, 2013 in Official Records Book 49821, Page 796 of the Public Records of Broward County, Florida, and does hereby join and consent to this Amended Declaration of Restrictive Covenants (the Amended Declaration").

IN WITNESS WHEREOF, the undersigned has executed these presents to be executed in its name this 24th day of December, 2014.

WITNESSES:

By: _____
Print Name: BRIAN RETO

By: B. Petroutsas
Print Name: BESSIE PETROUTSAS

VAPAC, Inc.
a Florida corporation

By: _____
Print name: Bernard T. Moyle
Title: COO/Director
Address: 3300 N University Dr
Coral Springs FL 33065

STATE OF FLORIDA)

COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 24th day of December, 2014, by Bernie Moyle as COO/Director of **VAPAC, Inc.** He/She is personally known to me or has produced _____ as identification or is known to me personally.

_____
Notary Public

Aaron Allison
Typed, printed or stamped name of Notary Public

AARON ALLISON
Notary Public - State of Florida
My Comm. Expires Oct 4, 2015
Commission # EE 135882

My Commission Expires:
10/4/15

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION
(TOGETHER WITH A PROPERTY SKETCH)

EXHIBIT A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Parcel "D" and a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block 5, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 89°39'15" East, along a North line of said Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Southwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 98°32'17" and an arc length of 38.53 feet to a point on an East line of said Parcel "D"; thence South 01°06'58" East, a distance of 376.10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly along said circular curve having a radius of 729.91 feet, a central angle of 08°49'03" and an arc length of 85.85 feet to the Northeast corner of the aforesaid Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the aforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the south line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°20'22" West; thence Northerly along said circular curve having a radius of 678.91 feet, a central angle of 00°17'25" and an arc length of 4.46 feet along the West line of said Canal, Dike and Maintenance Area; thence departing said West line South 89°39'15" West, a distance of 414.77 feet; thence South 00°20'45" East, a distance of 106.19 feet; thence South 89°39'15" West, a distance of 255.47 feet to a point on the arc of a circular curve concave to the West and to said point a radial line bears South 81°00'30" East, said point also being on a West line of the aforesaid Parcel "D"; thence Northerly along said circular curve having a radius of 500.00 feet, a central angle of 09°20'15" and an arc length of 81.48 feet; thence North 00°20'45" West, a distance of 210.27 feet, to a point on the arc of a circular curve concave to the Northwest and to said point a radial line bears South 21°40'43" East; thence Northwesterly along said circular curve having a radius of 440.00 feet, a central angle of 69°28'35" and an arc length of 533.28 feet; thence North 01°07'18" West, a distance of 23.73 feet to the POINT OF BEGINNING, the last four (4) calls being coincident with a West line of the aforesaid Parcel "D".

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 420,283 square feet or 9.648 acres, more or less.

THIS IS NOT A SKETCH OF SURVEY

SHEET 1 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. DAVID FOR THE FIRM
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION NO. 5821
DAVID & GERCHAR, INC. LB#3935

SCALE: N/A	JOB NO: 00-208LEGAL
FB/PG: N/A	CAD. FILE: C:\DGT\TONDY\00-208
DRAWN BY: TD	DATE: 4/30/05
CKD BY: SM	PROJ. FILE: 00-208

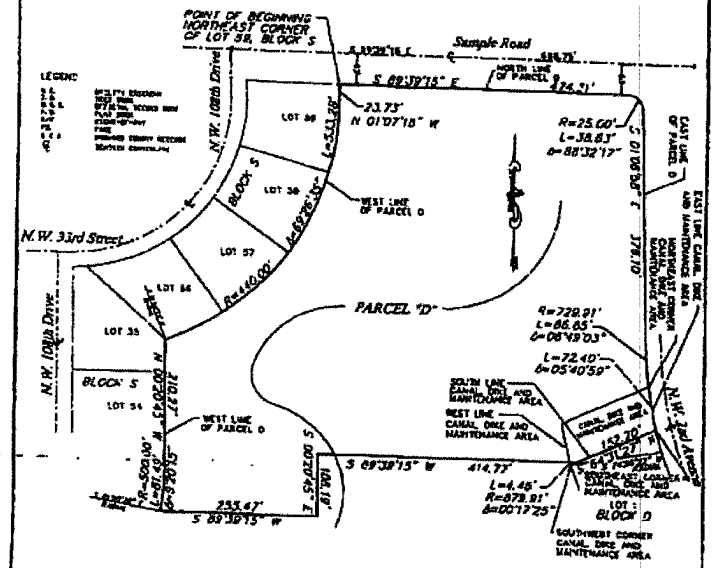
DAVID & GERCHAR, INC
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4825 · Fax: (954) 255-0733

EXHIBIT A

SKETCH AND DESCRIPTION

NOTES:

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by other means through appropriate title verification. Lands shown hereon were not abstracted for rights-of-way and/or easements of record.
4) This Sketch and Description consists of two sheets and is not complete without both sheets



THIS IS NOT A SKETCH OF SURVEY

SHEET 2 OF 2

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF PARCEL "D" AND CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

SCALE: NOT TO SCALE	JOB NO: 03-308.0 BAL	
F3/PG: N/A	CAD. FILE: C:\SEC\JOHNSON\03-308	
DRAWN BY: TB	DATE: 8/30/05	
CKD. BY: SH	PROJ. FILE: 03-308	

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10720 Wilson Road
Coral Springs, Florida 33076
(954) 340-4525 Fax (954) 255-0733

A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

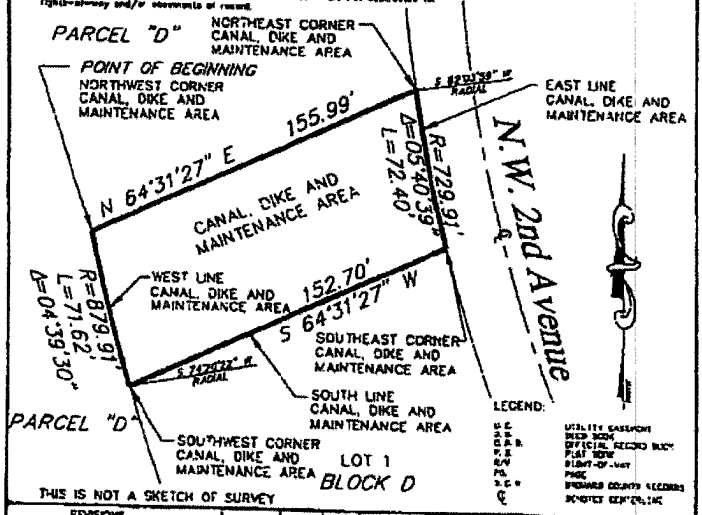
A portion of a Canal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Plat Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning at the Northwest corner of said Canal, Dike and Maintenance Area; thence North 64°31'27" East along the North line of said Canal, Dike and Maintenance Area a distance of 155.99 feet to the Northeast corner of said Canal, Dike and Maintenance Area, said corner being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 82°03'59" West; thence Southerly along said circular curve having a radius of 729.91 feet a central angle of 5°40'39" and an arc length of 72.40 feet along the East line of said Canal, Dike and Maintenance Area to the Southeast corner of said Canal, Dike and Maintenance Area; thence South 64°31'27" West, a distance of 152.70 feet along the South line of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said corner also being a point on the arc of a circular curve concave to the East and to said point a radial line bears South 74°29'22" West; thence Northerly along said circular curve having a radius of 879.91 feet, a central angle of 04°39'30" and an arc length of 71.62 feet along the West line of said Canal, Dike and Maintenance Area to the point of Beginning.

Said lands situate lying and being in the City of Coral Springs, Broward County, Florida.
Containing 10,786 square feet more or less.

NOTES:

1) Bearings shown hereon are based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION
2) This Sketch and Description is not valid without the signature and original raised seal of a Florida Licensed Surveyor and Mapper.
3) The undersigned and David & Gerchar, Inc., make no representations or guarantees as to the information reflected thereon pertaining to easements, rights-of-way, setback lines, agreements and other matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verifications. Lands shown hereon may be encumbered by other rights-of-way and/or easements of record.



THIS IS NOT A SKETCH OF SURVEY

REVISIONS	DATE	BY	CKD	FB/PG

A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.)

THEODORE J. BANG JR. THE FIRST PROFESSIONAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO. 5821 DAVID & GERCHAR, INC. LB#6935

SCALE: N/A	JOB NO: 89-306.CC.R.-4	
FB/PG: N/A	CAD. FILE: C:\MCD\HOMES\89-306	
DRAWN BY: TD	DATE: 4/26/05	
CKD BY: SH	PROJ. FILE 89-306	

DAVID & GERCHAR, INC.
SURVEYORS AND MAPPERS
10750 Wiles Road
Coral Springs, Florida 33076
(954) 340-4035 / Fax: (954) 755-0733

P.9

EXHIBIT "B"

SCHOOL CONSISTENCY REVIEW REPORT
DATED JULY 29, 2014

The School Board of Broward County, Florida
SCHOOL CONSISTENCY REVIEW REPORT

LAND USE
SBBC-885-2010
County No: TBD
Coral Springs Country Club

July 29, 2014

Growth Management
Facility Planning and Real Estate Department
600 SE 3rd Avenue, 8th Floor
Fort Lauderdale, Florida 33301
Tel: (754) 321-2177 Fax: (754) 321-2179
www.browardschools.com

SCHOOL CONSISTENCY REVIEW REPORT - LAND USE

PROJECT INFORMATION	IMPACT OF PROPOSED CHANGE	PROPERTY INFORMATION
Date: July 29, 2014	Units Permitted 168 / Units Proposed 250	**Existing Land Use:** Residential High 20.01 -
Name: Coral Springs Country Club	NET CHANGE (UNITS): 82	**Proposed Land Use:** Residential High 20.01 -
SBBC Project Number: SBBC-885-2010		**Current Zoning** RM-30
County Project Number: TBD		**Proposed Zoning:** RM-30
Municipality Project Number:		**Section:** 20
Owner/Developer: Country Club of Coral Springs, Inc.		**Township:** 48
Jurisdiction: Coral Springs		**Range:** 41

Students	Permitted	Proposed	NET CHANGE
Elem	0	7	7
Mid	0	3	3
High	0	2	2
Total	0	12	12

SHORT RANGE - 5-YEAR IMPACT

Currently Assigned Schools	Gross Capacity	LOS Capacity	Benchmark* Enrollment	Over/Under LOS	Classroom Equivalent Needed to Meet LOS	% of Gross Capacity
Parkside Elementary	1,016	1,016	740	-276	-15	72.8%
Sawgrass Springs Middle	1,473	1,473	1,172	-301	-13	79.6%
Coral Glades High	2,637	2,637	2,418	-219	-8	91.7%

Currently Assigned Schools	Adjusted Benchmark	Over/Under LOS-Adj. Benchmark Enrollment	% Gross Capacity Adjusted Benchmark	Projected Enrollment 14/15	15/16	16/17	17/18	18/19
Parkside Elementary	740	-276	72.8%	723	698	683	660	645
Sawgrass Springs Middle	1,172	-301	79.6%	1,141	1,119	1,081	1,061	1,036
Coral Glades High	2,418	-219	91.7%	2,442	2,444	2,384	2,380	2,404

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml. The annual benchmark enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

*The first Monday following Labor Day

LONG RANGE - TEN-YEAR IMPACT

Impacted Planning Area	School District's Planning Area Data			Aggregate Projected Enrollment				
	Aggregate School Capacity	Aggregate Enrollment	Aggregate Over/(Under) Enrollment	17/18	18/19	19/20	20/21	21/22
Area A - Elementary	15,716	12,833	-2,883	14,832	15,128	15,424	15,720	16,017
Area A - Middle	8,663	6,469	-2,194	7,193	7,155	7,116	7,078	7,040
Area A - High	13,237	11,087	-2,150	10,681	10,670	10,660	10,649	10,638

CHARTER SCHOOL INFORMATION

Charter Schools within 2-mile radius	2013-14 Contract Permanent Capacity	2013-14 Benchmark* Enrollment	Over/(Under)	Projected Enrollment		
				14/15	15/16	16/17
Broward Comm. Charter West	500	289	-211	289	289	289
Coral Springs	1.600	1.653	53	1.653	1.653	1.653
Discovery Middle Charter	600	156	-444	156	156	156

Students generated are based on the student generation rates contained in the currently adopted Broward County Land Development Code.
A traditional cohort survival methodology is used to project school-by-school District traditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school enrollment by school level Districtwide. For more information: http://www.broward.k12.fl.us/dsa/EnrollmentProj.shtml. The annual benchmark school enrollment is used to apply individual charter school enrollment impacts against school facility review processes.

*The first Monday following Labor Day

PLANNED AND FUNDED IMPROVEMENTS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 1 - 5)

School(s)	Description of Improvements
Parkside Elementary	None
Sawgrass Springs Middle	None
Coral Glades High	None

PLANNED IMPROVEMENTS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN
(Years 6 - 10)

Improvements for Planning Area A

School Level	Comments
Elementary	None
Middle	None
High	None

Comments

Information contained in the application indicates that the approximately 10.2 gross acres (9.35-acre net) site is generally located south of Sample Road and west of Coral Springs Drive in the City of Coral Springs. The current land use designation for the site is High Residential (19 du/ac), which allows 168 high rise residential units. The applicant proposes to change the land use designation to High Residential (27.3 du/ac) to allow 250 mid rise residential units which are anticipated to generate 12 additional students (7 elementary, 3 middle, and 2 high school) into Broward County Public Schools.

The site (LUPA PC 06-4) is subject to a Declaration of Restrictive Covenants (OR BK 47393 Pages 1263-1281), which restricts the development to 168 high rise units and requires mitigation for the student impact for the anticipated 7 elementary and 1 middle school students generated utilizing the then effective student generation rates.

This application was reviewed based on its location in the School District's Long Range Seven Planning Areas, and Ten-Year Long Range Plan contained in the Adopted District Educational Facilities Plan (DEFP). However, the statistical data regarding the Level of Service (LOS) standard status of the actual schools impacted by this land use application in the initial five years of the ten-year period is depicted herein for informational purposes only.

Schools serving the amendment site in the 2013-14 school year are Parkside Elementary, Sawgrass Springs Middle, and Coral Glades High. Based on the District's Public School Concurrency Planning Document, all of the schools are operating below the adopted LOS of 100% of their capacities in the 2013-14 school year. Incorporating the cumulative students anticipated from approved and vested developments anticipated to be built within the next three years (2013-14 – 2015-16), all the schools are expected to operate below the adopted LOS of 100% through the 2015-16 school year. It should be noted that the school capacity or Florida Inventory of School Houses (FISH) for the impacted schools reflects compliance with the class size constitutional amendment and the permanent capacity additions that are planned for the schools within the first three years of the Five-Year Adopted DEFP FY 2013-14 – 2017-18. Also, to ensure maximum utilization of the impacted Concurrency Service Areas, the Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a two-mile radius of the site in the 2013-14 school year are depicted herein.

Capital Improvements scheduled in the long range section (2018-19 to 2022-23) of the currently Adopted DEFP Fiscal Years 2013-14 – 2017-18 regarding pertinent impacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning Area "A" and the elementary, middle, and high schools currently serving Planning Area "A" and their cumulative student enrollments, cumulative capacities, and pertinent student enrollment projections are depicted herein. Therefore, Planning Area "A" is anticipated to have sufficient excess capacity to support the students generated by the residential units proposed in the Planning Area.

Please note that as a condition of approval of this application, the applicant should be required to revise the Declaration of Restrictive Covenants cited above to address the committed mitigation and to reflect the revised unit mix.

Please be advised that if approved, the units from this project will be subject to a public school concurrency review at the plat, site plan (or functional equivalent) phase of development review, whichever comes first.

The School Board of Broward County, Florida

SCHOOL CONSISTENCY REVIEW REPORT

PROJECT NUMBER: SBBC-885-2010

JULY 29, 2014

Date

Reviewed By:

Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title