AGENDA REQUEST FORM

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

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"C SCH" MILLING DATE		2010-00	-12 10.05 - SCHOOLB	Special Order Request Yes No			
L-4. AGENDA ITEM ITEM L. OF				Time			
			CE OF PORTFOLIO				
	DEPARTMENT	Facility F	Planning and Real Es	state		Open Agenda Yes O	
TLE:						J Yes O N	
lease of Declara	tion of Restrictive Covenar	ıts Regardin	g Land Use Plan Amendr	ment PC 06-4, Cor	al Springs Country Club,	Inc.	
prove the Peles		strictive Cov	reparts regarding the volu	untary mitigation co	mmitment for Land Use	Plan Amendment (LUPA) PC 06	
oral Springs Cou	ntry Club, Inc.						
UMMARY EX	PLANATION AND BA	ACKGRO	UND:				
			LUPA PC 06-4, proposed	by Coral Springs (Country Club, Inc., (aka E	Bainbridge) for the development of	
•	located in the City of Coral ocs for continuation of Sum		ation and Rackground				
				ice of the General (Counsel. This Release w	ill be executed and recorded after	
chool Board appr			-				
CHOOL BOA	RD GOAL S:						
	High Quality Instruc	ction (Goal 2: Continuo	us Improveme	ent (•) Goal 3: E	ffective Communication	
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NANCIAL IM							
ere is no financi	al impact to the District.						
XHIBITS: (Li	st)						
I) Continuation	of Summary Explanatio	n and Bacl	kground (2) Executive	Summary (3) R	elease of Declaration	of Restrictive Covenants (4)	
	ecorded Declaration of F	Restrictive	Covenants (5) Execut	ted and Recorde	d First Amendment to	Declaration of Restrictive	
ovenants							
			COURCE OF ARR	NTIONAL INCORN	ATION		
BOARD ACTION: SOURCE OF ADDITIONAL INFORMATION:							
ÁP	PROVED		Name: Chris O. A	Phone: 754-321-2162			
	hool Board Records Office Only	y)	Name:			Phone:	
HE SCHOO	L BOARD OF BE	ROWAR	D COUNTY, FLO	ORIDA A	pproved In Open	JUN 1 2 2018	
enior Leader	' & Title n - Chief Portfolio Sei		cer		oard Meeting On:	M	
CONC IVI. DIOW		VICES UIII			By:	Mora Rupe	
gnature	, , , , , ,			 1	•	School Board Chair	
	Leslie M. E		А				
	5/22/2018, 10::	∠U:18 AN	/I				

Electronic Signature
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 day of 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: BROWAR COMMISSIONERS, signing by and through is Board action on the day ofBROWARD COUNTY, FLORIDA, signing Board action on the / 2 day of	
	COUNTY
ATTEST:	BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS
By: Bertha Henry, County Administrator and Ex-Officio Clerk of the Board of County Commissioners	ByBeam 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)

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

Robert W. Runcie, Superintendent of Schools

Approved s to Form:

Barbara J. Myrick General Counsel

EXHIBIT "A"

LEGAL DESCRIPTION

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Pares! "D" and a Canal, Dike and Maintenance Area, "Corol 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 of the Northeast corner of Lot 59 Block S, of sold "Corol Springs Country Club Subdivision", sold point also being on a North line of soid Parcel "D"; thence South 89'39'15' East, along a North line of soid Parcel "D" a distance of 474.31 feet; to the point of curvature of a circular curva concave to the Southwest thence Southeastery along soid circular curve having a radius of 25.00 feet, a central angle of 88'32'17" and an arc length of 38.83 feet to a point on an East line of sold Parcel "D"; thence South 61'06'58" East, a distance of 375,10 feet; to the point of curvatures of a circular curve concave to the East; thence Southerly along sold circular curve having a radius of 279,91 feet, a central angle of 68'49'39" and an arc length of 86.85 feet to the Northeast corner of the oforesold Canal, Dike and Maintenance Area, the last two (2) calls being coincident with on East line of the oforesold Canal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of an act can be southeast corner of the central angle of 5'40'39" and an arc length of 72.40 feet, along the East line of an act of an act can be central angle of 5'40'39" and an arc length of 72.40 feet, along the East line of an act can be south 64'31'27" wast, a distance of 152.70 feet along the East line of and Conal, Dike and Maintenance Area; thence South 64'31'27" wast, a distance of 152.70 feet along the East line of an act thence Southwest cerner of sold Conal, Dike and Maintenance Area; thence south 74'20'22" Week; thence Northerly along sold circular curve thaving a radius of 879.81 feet, a distance of 152.70 feet along the West line of sold Conal, Dike and Maintenance Area; thence departing sold west line South 88'39'15" west, a distance of 152.47 feet to a point on the arc of a circular curve concave to the West and to sold point or radio line bears South 81'00'20'45" East, a distance of 166.19 feet thance South 83'39'15" west, a distance of 166'19'20'45" feet to a point on the arc of a circular curve ha

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

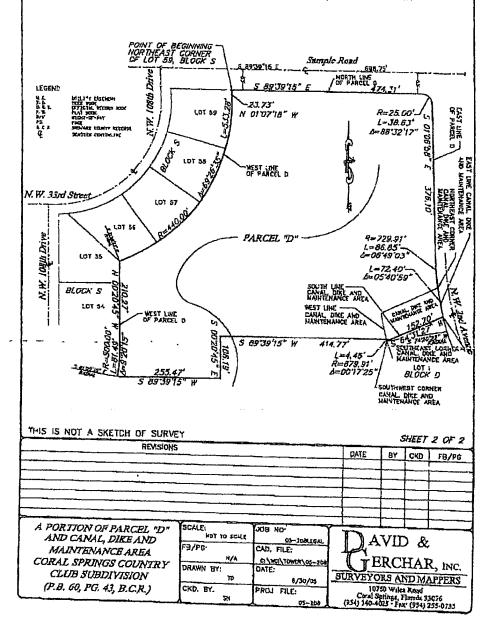
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	DRAW		H/A	C:\\CI\TOWCA\	05-206	JERCHAR, INC
PROFESSIONAL SURVEYOR AND WAPPER	DICKN	•	מול	DATE:	511	RVEYORS AND MAPPERS
FLERIUM RECISTRATION NO. 5E21 DAVIO & GERCHAR, MC. 1848935	CKD	BY;		PROV FILE.	<u> </u>	10750 Wiles Road
4014508		254		1	-200 (S	Coral Springs, Florida 33076

SKETCH AND DESCRIPTION

NOTES.

- 1) Pacifings shown between one bosed on the North Line of Porcel D, CORAL SPRINGS COUNTRY CLUB SUBDIMSION
- Sections shown betten ore based on the North Line of Parcel D. CORAL SPRINGS COUNTRY Co.
 This Skeleti and Description is not wide without the signature and original raised social of
 florida Licensed Surveyor and Happer
 The undersigned and Dowd & Carchor, ion., make no representations or guarantees as to
 the information reflected between pertaining to examinate, righty-of-way, selback lines,
 agreements and other matters, and further, this mathement is not intended to reflect a
 set forth oil ruch matters. Such information should be obtained and confirmed by albert
 prough appropriate tills vertication, tooks shown become were not obstracted for
 righter-of-way and/or sussements of record.

 This Sketch and Description consists of two sheets and is not appropriate without both sheets



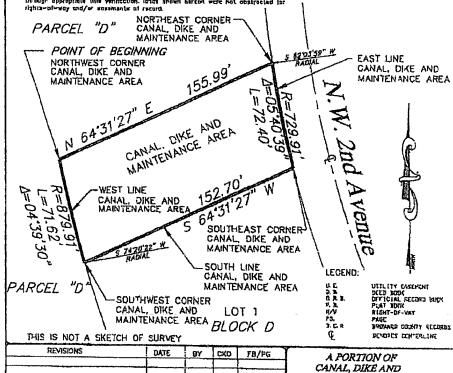
SKETCH AND DESCRIPTION LEGAL DESCRIPTION:

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

Beginning at the Northwest corner of and Canol, Dike and Maintenance Area a distance of 155.99 feet to the Northwest corner of sold Canol, Dike and Maintenance Area a distance of 155.99 feet to the Northwest corner of sold Canol, Dike and Maintenance Area, sold corner being a point on the arc of a chaulor curve conceve to the East and to sold point a radiol line bears South B233589 West; theree Southerly clong sold creative curve having a radius of 729.91 test a central angle of 340589 and on arc length of 72.40 feet along the East line of sold Canol, Dike and Maintenance Area to the Southeast corner of sold Canol, Dike and Maintenance Area; theree South 545127 West, a distance of 152.70 feet along the South line of sold Canol. Dike and Maintenance Area, to the Southeast corner of sold Canol, Dike and Maintenance Area sold corner also being a point on the dra of a circular curve concave to the East and to sold point a radiol line bears South 742022 West; theree Northerly along sold circular curve having a radius of 876.91 feet, a central angle of 043830° and an are length of 71.62 feet along the West line of sold Canol, Dike and Maintenance Area to the point of Beginning. point of Beginning.

Said lands situate lying and being in the City of Corol Springs, Broward County, Florida. Containing 10,795 square feet more or less. 2476 NOTES:

- Boundage shown horsest are bossed on the Morth line of Porcel D, GORAL SPRINGS COUNTRY CLUB SUBDIVISION
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CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.) SCALE JOE NO: N/A AVID & D5-20%-C64L-CAD. FILE: CI WEILTOMER OF- 200 ERCHAR, INC. THEODOR? J. DAYD FOR THE HAM PROFESSIONAL SURVEYOR AND MAPPER FLORIDA MEDISTRATION NO SOL! DAYO & DERCHAN, INC. (8/8933 DRAWY BY: DATE. SURVEYORS AND MAPPERS 6/30/05 CKD BA-10750 Wüer Road Coral Spangs, Florids 33076 (954) 340-4025 | Faxs (954) 255-0735 PROJ. FILE U\$~208

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 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Schools student impacts is executed this 2010 day of Declaration of Restrictive Covenants ("Declaration") related to Broward County Public Covenants ("Declaration") related to Broward County Public Covenants ("Declaration") related to Broward Covenants ("Declaration") related ("Declaration") related ("Declaration" 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

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.I

IN WITNESS WHEREOF, the undersigned has caused August, 2010.	I this Declaration to be executed this // day of
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 TAMES Print Name: STEPHEN TIMBURD	Print name: Tim Maguiro Print title: President Address: 10800 W Sample Road Coral Springs, FL 33065
STATE OF FLORIDA)) SS COUNTY OF BROWARD)	
The foregoing instrument was acknowledged 2010, by Springs, Inc., a Florida not for profit corporation, free Club of Coral Springs, Inc. He/She is personally known as identification.	ly and voluntarily on behalf of said The Country to me or has produced
Seal:	Notary Public, State of Florida My Commission Expires:
	Eita Goodwin Commission #DD591732 Expires: SEP. 04, 2010 WVW. AAHONNOTARY.com

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

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").

Signed, sealed and delivered in the presence of:

WITNESSES:	IBERIABANK
Lealt Stewart Print Name: LEAH STEWART	By: Self In Corporation By: Self In Corporation By: Self In Corporation Title: Senvivue Noon Address: 200 West Congress Street
Capital Suhas	Lafayette, LA 70501
Print Name: OKISTAL LVKAS	
STATE OF <u>FL</u> COUNTY OF <u>Palm Beach</u>	
The foregoing instrument was acknowledge by <u>John Thoyan</u> , as <u>SVP</u> behalf of said Bank. He/She is personally known to as identification.	ed before me this <u>Induay</u> of <u>Sept.</u> , 2010, of IBERIABANK , on o me or has produced <u>per Sonally</u> kn ewn
GRYSTM LUKAS Shalony Public - Shalon of Florida Shy Challen Beginst Apr 13, 2012 Committee & BD 766506 Bondof Themat Mistery Appn.	Notary Public, State of Florida My Commission Expires: 4/13/2012

EXHIBIT LIST

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

And the second s

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



SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

4471 JUNE

A portion of Porcel "D" and a Canal, Dike and Mointenance Area, "Caral Springs Country Club Subdivision according to the plot thereof as recorded in Plot Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

all Browerd County, Florida being more particularly described as follows:

Beginning at the Northeast comer of Lot 59 Black S, of said "Corol Springs Country Club Subdivision", sold point also being an a North line of said Percel "D"; thence South 89'39'15" East, along a North line of said Percel "O" a distance of 474.31 feet; to the point of curvature of a circular curve concave to the Sputhwest; thence Southeasterly along said circular curve having a radius of 25.00 feet, a central angle of 88'32'17" and an are 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 add circular curve having a radius of 729,93 feet, a central angle of 08'49'03" and an arc length of 86.85 feet to the Northeast corner of the oforesaid Canal, Dike and Maintenance Area, the last two (2) collis being coincident with an East line of the oforesaid Parcel "D"; thence continue along said circular curve having a radius of 729.93 feet on 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 to the Southwest corner of said Canal, Dike and Maintenance Area to the Southwest corner of said Canal, Dike and Maintenance Area to the Southwest corner of said Canal, Dike and Maintenance Area to the Southwest corner of said Canal, Dike and Maintenance Area and to 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 879.81 feet, a central angle of 00'07'25' and an arc length of 4.45 feet along the West line of the Grand Canal, Dike and Maintenance Area; thence departing said West line South #93'91'5' West, a distance of 106.19 feet; thence Northwest end to said point a radial line bears South 100'20'45' East, said point also being on a West line of the Grand an

Sold 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.

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REVISIONS	DATE	BY	CKD	FB/PG	4 :	SHEET 1 OF 2
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THEODERE J. DAVID FOR THE TIRM	DRAW	IN BY:		DATE		JERCHAR, INC
	<u> </u>		TO	E/30,	1/03	SURVEYORS AND MAPPERS
FLORIDA REGISTRATION NO. 5821 DAYO & GERCHAR DIC. LB/8835	CKD	BY:		PROJ FILE.		10750 Wiles Pard
				<u></u>	-2C0]	Coral Springs, Florida 33076 (954) 340-4025 Fax: (954) 354 ATM

SKETCH AND DESCRIPTION NOTES Bearings shown berean ore based on the North line of Parcel D, CORAL SPRINGS COUNTRY CLUB SUSCIMISION Sacrings shown person are based on the north line of Parcell D, CDRAL SYNINGS CULRIES I This Sketch and Description is not void without the signature and original raised people of a Florida Licensed Surveyor and Mapper. The undersigned and found a Carchor, Inc., make no representations or quarknizes on the information reflected hereon pertaining to examinate, rights—of—way, webset lines, agreements and other motters, and further, this instrument is not intended to reflect or act forth oil such motters. Such information should be abtained and confirmed by others through appropriate this verification, lands shown largeon were not obstracted for rights—of—way and/or sussements of record. 4) This Sketch and Description consists of two sheets and is not complete without both sheets POINT OF BEGINNING -MORTHEAST CORNER OF LOT 59, BLOCK S Sample Road . 49:39^{*}15_E Drive MORTH LINE OF PARCEL 0 89'39'15 LEGEND 108th CAST UNE R=25.00'-L=38.63' LOT 59 N 01'07'18" W (-XX XX A-88'J2'17" LOT 36 50 WEST LINE OF PARCEL D N.W. 33rd Street LO? 57 LOT 56 10gu Drive PARCEL "D" 9=729.91° L=86.85°c-06'49'03 LOT 35 L=72.40'-b=05'40'59' Z. F. SOUTH LINE CANAL DIRE AND MAINTENANCE AREA BLOCK 5 MEST LINE CANAL DINE AND HANTENANCE AREA LOT 54 WEST LINE OF PARCEL D 00'20 S 893915" W 414.77 L=4.45" J R=879.91' &=00'17'25" BLOCK D 5 893915 SOUTHWEST CORNER CANAL DIKE AND AREA THIS IS NOT A SKETCH OF SURVEY SHEET 2 OF 2 PATE 84 CKD | FB/FG A PORTION OF PARCEL "D" JOB NO MOT TO SCALE AND CANAL, DIKE AND AVID & F3/PG CAD, FILE: MAINTENANCE AREA C \MCI\TOMEN\05-20 CORAL SPRINGS COUNTRY ERCHAR, INC. DRAWN BY: CLUB SUBDIVISION SURVEYORS AND MAPPERS 8/30/05 10750 Wiles Road Coral Springs, Florids 33076 (954) 140-4025 - Fax: (954) 255-0735 (P.B. 60, PG. 43, B.C.R.) CKD. BY. PROJ FILE:

SKETCH AND DESCRIPTION LEGAL DESCRIPTION A portion of a Conol, Dike and Mointenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as respress in Plat Book 60 page 43 of the Public Records of Broward County, Florido being more particularly described as follows: Beginning at the Northwest carner of said Canol, Dike and Maintenance Area; thence North 54'31'27" East tong the North line of said Canol, Dike and Maintenance Area o distance of 155.59 feet to the Northeast corner of said Canol, Dike and Maintenance Area, said corner being a point on the arc of a circular curve concave to the East and to said paint a radial line bears South 52'35'3" West; thence Southerly along said excular curve having a radius of 72.9.91 lest a central angle of 5'40'39" and on orc length of 72.40 feet along the East line of said Canol, Dike and Maintenance Area; thence South 64'31'27" West, a distance of 152.70 feet along the South line of said Canol, Dike and Maintenance Area; thence South 64'31'27" West, a distance of 152.70 feet along the South line of said Canol, Dike and Maintenance Area; to the Southwest corner of said Canol, 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 sold circular curve having a radius of 879.91 feet, a central angle of 04'39'30" and an arc length of 71.52 feet along the West line of said Canol, Dike and Maintenance Area to the point of Beginning. point of Beginning. Said londs attucks lying and being in the City of Corol Springs, Broward County, Florida. Containing 10,795 square feet more or less. Bearings shown hereon are based on the Marth line of Percel D, CORAL SPRINGS COUNTRY CLUB SUBDIVISION. This Statish and Description is not voted without the eigenful and original raised soul of a Period Licensed Surveyer and Lapper. The understanding and Devid Everther Inc., make no representations or guarantees as to the information reflected increase perioding to extensions, rights—off—way, reflect these, operations and other molect, and britter, this hybriment is not instead to reflect or set forth of such matters, Such information should be abtoliced and confirmed by others through operaprise tells verification. Tooks shown hereon were not obstracted for rights—off-way and/or suprements of record. NORTHEAST CORNER -CANAL, DIKE AND PARCEL "D" MAINTENANCE AREA 5 82 D3 59" W POINT OF BEGINNING NORTHWEST CORNER CANAL, DIKE AND MAINTENANCE AREA EAST LINE 155.99 CANAL, DIKE AND MAINTENANCE AREA 11 CANAL DIKE AND MAINTENANCE AREA 72.0 L=71.62 04:3 WEST LINE P CANAL, DIKE AND MAINTENANCE AREA 64 1.62 SOUTHEAST CORNER CANAL, DIKE AND 7470'22 W RADIAL MAINTENANCE AREA SOUTH LINE LECEND: CANAL, DIKE AND MAINTENANCE AREA UTILITY CASEPANT DEED MODE OFFICIAL RECORD BUCY PLAT BOOK BIGHT-DF-VMY PAGE BOOMARD GOUNTY SECURDS UE DE REINE POLICE REINE "D PARCEL SOUTHWEST CORNER CANAL, DIKE AND LOT 1 MAINTENANCE AREA BLOCK D Œ PCYDICS DENTERLINE THIS IS NOT A SKETCH OF SURVEY REVISIONS ÐΥ CKD FB/PG A PORTION OF CANAL, DIKE AND MAINTENANCE AREA CORAL SPRINGS COUNTRY CLUB SUBDIVISION (P.B. 60, PG. 43, B.C.R.) SCALE-H/A D5-708.EGAL-A AVID & CAD. FILE: N/A C: \#CI\TOMCX\03-208 TERCHAR, INC.

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CKD BY.

TO

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THEODOR? J. DAVID FOR THE FIALL PROFESSURAL SURVEYOR AND MAPPER FLORIDA REGISTRATION NO SOLT DAMO 4 DERCHAR, INC. LB/8935 SURVEYORS AND MAPPERS

10750 Wiles Road Coral Springs, Florida 33076 (954) 340-4025 * Fax; (954) 255-0735

EXHIBIT B
"Signed Declaration
of Restrictive Covenant
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. <u>Recitations</u>. The recitations set forth above are true and correct and are incorporated into this Covenant by this reference.
- 2. <u>Property Development.</u> 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. <u>Amendments</u>. 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. <u>Severability</u>. 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. <u>Captions, Headings and Titles</u>. 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. <u>Context</u>. 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:	The Country Club of Coral Springs, Inc., a Florida not for profit corporation
Print Name: Treaver Toswa	Print Name: The Mayour Title: Perident Address: 10800 W Sample Road Coral Springs, FL 33065
STATE OF <u>History</u>) SS COUNTY OF <u>Bilywell</u>)	
CLUB OF CORAL SPRINGS, INC., a Floi	owledged before me this //day of, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,, 2010,
	Notary Public
My Commission Expires:	Rita Goodwin Typed Winter Off Samped Fall of Notary Public Expires: SEP. 04, 2010 www.AaronNotary.com

EXHIBIT "A"

[See attached Sketch and Legal Description]

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

A portion of Parcel "D" and a Conal, Dike and Mointenance 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:

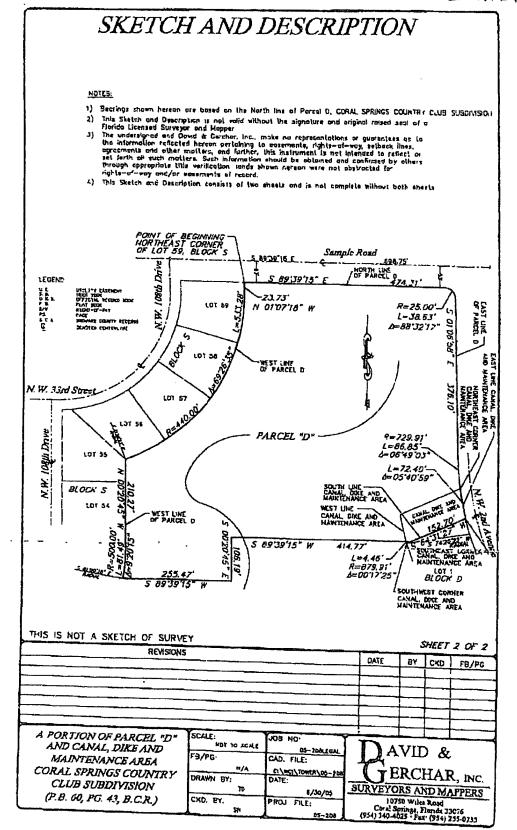
of Broward County, Florida being more particularly described as follows:

Beginning at the Northeast corner of Lot 59 Block S. of seld "Corol Springs Country Club Subdivision", soid point also being an a North line of soid Parcel "D"; thence South 8973915 East, along a North line of said Parcel "O" o distance of 474.31 feet; to the path of curvature of a circular curve concave to the Southwest thence Southeasterly along sold circular curve having a radius of 25,00 feet, a central angle of 8873217" and an arc length of 35.63 feet to a point on the East line of sold Parcel "D"; thence South 01706'56" East, a distance of 376,10 feet; to the point of curvature of a circular curve concave to the East; thence Southerly elong sold circular curve having a radius of 729,91 feet, a central angle of 05'49'03" and an arc length of 86.65 feet to the Northeast corner of the offerencial Conol, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the offerencial Parcel "D"; thence continue along sold 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 sold Canol, Dike and Maintenance Area to the Southeast corner of sold Canol, Dike and Maintenance Area to the Southeast corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Southwest corner of sold Canol, Dike and Maintenance Area, to the Canol Canol, Dike and Maintenance Area, to the Canol Canol, Dike and Maintenance Area, thence departing soid West fine South 893915" West, a distance of 414.77 feet; thence Sout

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				D5	÷-168	Coral Springs, Florida 33026 (954) 340-4025 - Pax: (954) 255-0734

EXHIBIT A



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SKETCH AND DESCRIPTION A portion of a Conal, Dike and Maintenance Area, "Coral Springs Country Club Subdivision" according to the plat thereof as recorded in Piat Bank 60 page 43 of the Public Records of Broward Country, Florida being more particularly described as follows: Beginning at the Northwest carner of said Canal, Dike and Maintenance Area; thence North 64'31'27' East stong the North line of said Conal, Dike and Maintenance Area a dietonce of 155.99 (set to the Northeast corner of said Canal, Dike and Maintenance Area, said corner being a point on the arc of a circular curve canceve to the East and to said point a radial line bears South 62'03'55' Mest; thence Scutherly along said circular curve having a radius of 72.91 feet a central angle of 5'40'39' and on arc length of 72.40 feet along the East line of said Conal, Dike and Maintenance Area; thence South 64'31'27' West, a distance of 152.70 feet along the South fine of said Conal, Dike and Maintenance Area; thence South 64'31'27' West, a distance of 152.70 feet along the South fine of said Conal, 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 879.81 feet, a central angle of 04'39'30' and an arc length of 71.52 feet along the West line of said Canal, Dike and Maintenance Area to the point of Beginning. point of Beginning. Said lands situate lying and being in the City of Gorol Springs, Broward County, Florida. Containing 10,795 square feet more or less. 2476 Bearings shown hareen are based on the North Tine of Parcel D. CORAL SPRINGS COUNTRY CLUB SUBDIVISION Scorings shown hereen ore begas on the North line at Porcel D, CCRAL SPRINGS COUNTRY.

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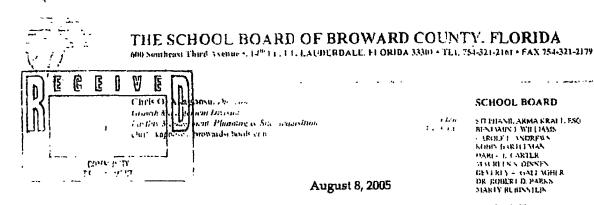
T 31 NORTHEAST CORNER CANAL, DIKE AND MAINTENANCE AREA PARCEL "D" 5 82703'59" W POINT OF BEGINNING EAST LINE NORTHWEST CORNER CANAL, DIKE AND 155.99 CANAL, DIKE AND MAINTENANCE AREA MAINTENANCE AREA 19.11 CANAL DIKE AND 12.0 MAINTENANCE AREA 777 WEST LINE P CANAL, DIKE AND MAINTENANCE ARE 2879.9; 271.62; 04.39'3 24. 6^A 5 SOUTHEAST CORNER CANAL, DIKE AND 742072 W. RADIAL 30" MAINTENANCE AREA SOUTH LINE CANAL, DIKE AND MAINTENANCE AREA LEGEND: PARCEL LARREN POLICE UTILITY CASEPENT DEED BODY OFFICIAL RECORD BUDY PLAT BODY RIGHT-OF-VAY "D -SOUTHWEST CORNER CANAL, DIKE AND LOT 1 MAINTENANCE AREA BLOCK D PAGE PAGE BADHARD COTHILA SECTIONS THIS IS NOT A SKETCH OF SURVEY Œ PCYDICS CONTRILINE 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.) SCALE H/A DS-70ELECAL-A AVID & FB/PG CAD. FILE: N/A C: \MG\10mca\03~208 TERCHAR, INC. DRAWY BY: DATE. THEODORE J. DAYID FOR THE FAU PROFESSIONAL SURVEYOR AND MAP PLORIDA REGISTRATION NO 5621 DAYID & CERCHAR INC. LB/8723 VEYORS AND MAPPERS 6/30/05 10750 Wiles Road Coral Springs, Florida 33076 (954) 340-4025 - Fax: (954) 255-0735 CKO BY-PROJ. FILE 03-289

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 this 2 day of 2010.	d, has caused these presents to be executed in its name
Signed, sealed and delivered in the presence of:	
WITNESSES:	BERIABANK B Louisiana Corporation
Leel V Lowart	By Le Pina
Print Name: LEAH STEWART	Principlane: Sold Shot and
brital files	Address: 200 West Congress Street Lafayette, LA 70501
Print Name: CAYSTAL LUKAS	
COUNTY OF Palm Beach SS	
	before me this 2rd day of Sept , 2010, by
Bank. He/She is personally known to me or has produced identification.	of IBERIABANK, on behalf of said
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SCHOOL BOARD

SIT PHANE, ARMA KRAFT, ESQ BININGS WILLIAMS - IROLF I NORFUN KOBS BARTLIMAN PARIS L CARTLE MACRITINA DINNE DEVIRIY & GALLAGHER DR ROBERT D. PARKS MARIY RUBINSTEIN

Dr. Frank Till Supermendent of Schook

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.

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Cit (accordar Springs) stands so Plan Smendpiera (17-0 %)-495 (Coral Springs) country Chih, August (2246) Pag.

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 www.browardschools.com, or call me at 754-321-2162 if you have additional questions.

Sincerely

Chris O. Akagbosy, 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

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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 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. <u>Recitations</u>. The recitations set forth above are true and correct and are incorporated into this Covenant by this reference.
- 2. <u>Property Development.</u> 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. <u>Severability</u>. 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. <u>Captions, Headings and Titles</u>. 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. <u>Context</u>. 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:	The Country Club of Coral Springs, Inc., a Florida not for profit corporation
Print Name: Tresser Tipswa.	By: Print Name: Jim Mayour Title: Perident Address: 10800 W Sample Road Coral Springs, FL 33065
STATE OF <u>Holes</u>) SS COUNTY OF BANKEL	
CLUB OF CORAL SPRINGS, INC., a FIORE	vledged before me this / day of
	Notary Public
My Commission Expires:	Rita Goodwin Typed Ring of Notary Public SEP. 04, 2010 www.AARONNOTARY.com

EXHIBIT "A"

[See attached Sketch and Legal Description]



SKETCH AND DESCRIPTION

LEGAL DESCRIPTION:

A portion of Porcel "D" and a Canal, Dike and Mointanance Area, "Caral Springs Country Club Subdivision" occording to the plot thereof as recorded in Plot Book 60 page 43 of the Public Records of Broward County, Florida being more particularly described as follows:

Beginning of the Northeast corner of Lot 59 Block S. of said "Corol Springs Country Club Subdivision", soid point also being on a North line of said Parcel "D"; thence South 89739"15" East, along a North line of said Parcel "D"; thence South 89739"15" East, along a North line of said Parcel "D" of 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 88732"17" and an arc length of 38.63 feet to a point on an East line of said Parcel "D"; thence South 01706'55" East, a distance of 376,10 feet to a point of curvature of a circular curve concave to the East; thence Southerly along sold circular curve having a radius of 729,31 feet, a central angle of 08'49'33" and an arc length of 86.85 feet to the Northseat corner of the oforesaid Conal, Dike and Maintenance Area, the last two (2) calls being coincident with an East line of the oforesaid Parcel "D"; thence continue along sold circular curve having a radius of 729,91 feet a central angle of 5'40'35" and an arc length of 72.40 feet, along the East line of said Canal, Dike and Maintenance Area to the Southeast carner of said Canal, along the East line of said Canal, South 64'31'27" West, a distance of 152.70 feet dong the south line of said Conal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area to the Southwest corner of said Canal, Dike and Maintenance Area, to the Southwest corner of said Canal, Dike and Maintenance Area said point of a constitution of the East line of acid Canal, Dike and Maintenance Area; thence Northerty along said circular curve having a radius of 878.91 feet, a Maintenance Area; thence deporting said discounce of 106.19 feet; thence South 8739'15" West, a distance of 155.47 feet; thence South 8100'30" East, said point also being an a West line of the distance of 214.77 feet; thence Northeasterly al

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 loss.

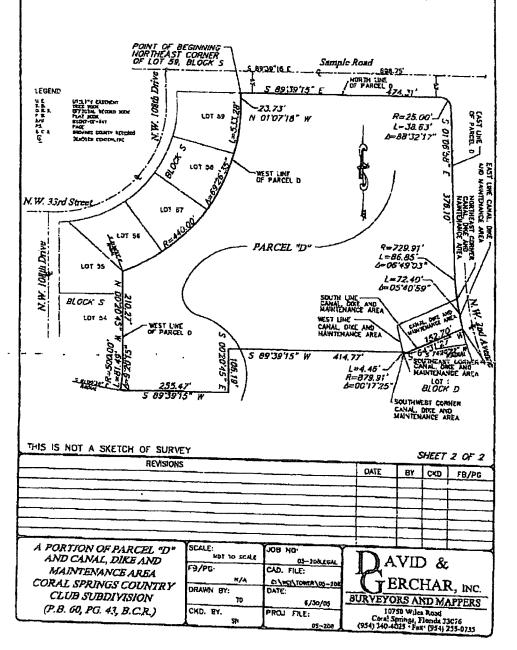
	SURVEY					THE PARTY IN THE
REVISIONS	DATE	BY	СКО	FB/PC	Y	SHEET 1 OF 2
				1	A	PORTION OF PARCEL "D"
					1 .	AND CANAL, DIKE AND
		 	-		1	MAINTENANCE AREA
			 -		α	DRAL SPRINGS COUNTRY
				-	ı	CLUB SUBDIVISION
	SCAL					(P.B. 60, PO. 43, B.C.R.)
ì	SÇA,	E' W/.		NOS NO:		
	FB/P			CAD. FILE:	BLEGAL	AVID &
			N/A	C: MOLTONON		
THEODERE A DAVID FOR THE FIRM	DRAW	N BY:		DATE:	(02-509	JERCHAR, INC
PROFESSIONAL GURVEYOR AND HAPPER			מז		0/05	SURVEYORS AND MAPPERS
DAVID & GERCHAR, MC. LB/8935	CKD	8Y;		PROJ FILE.		19750 Wiley Band
		31			\$~7¢8	Coral Springs, Florida 33076 (954) 340-4025 - Pax: (954) 254-3114

SKETCH AND DESCRIPTION

NOTES:

1) Bestings shown hereon are based on the North line of Parcel D. CORAL SPRINGS COUNTRY CLUB SUSDIMBOA

- Sections shown hereon are based on the North line of Parcel D. CDRAL SPRINGS COUNTRY C.S.
 This Sketch and Description is not void without the signature and original cased sent of a Plarick licensed Surveyor and Mapper
 The understanded and Dovid & Carchor. Inc., make no representations or guarantees as to the information reflected hereon pertaining to essements, rights—of—way, setbeck lines, agreements and other motters, and further, this instrument is not intended to reflect or set forth of much motters. Such information should be obtained and confirmed by others through appropriate tills welficethen tooks shown agreem were not abstracted for rights—of—way mac/or consense of record.
 This Sketch and Description consists of two sheets and is not complete without both sheets



DRAWY BY

CKD, BY-

THEODORE 4. DAVID FOR THE FAIL PROFESSIONAL SURVEYOR AND HAPPER PLORIDA REDISTRATION NO 5021 DAVID & DERCHAR, INC. (B) 6935

C: \WCI\TOMER\03-286

6/30/05

03-209

DATE.

PROJ. FILE

TERCHAR, INC.

SURVEYORS AND MAPPERS

10750 Wiles Road Coral Springs, Florida 33076 (954) 340-4025 • Fare (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 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").

Deciation of Restrictive Covenants (the Deciatation	1 <i>)</i> -
IN WITNESS WHEREOF, the undersigned, he this Z day of September 2010.	nas caused these presents to be executed in its name
Signed, sealed and delivered in the presence of:	
WITNESSES:	IBERIABANK a Louisiana Corporation
Lecht Lewart.	By: Sobrible 4
Print Name: LEAH STWART	Title: Send (Vive Ples, O-n)
	Address: 200 West Congress Street
Printel II.	Lafayette, LA 70501
They was from	
Print Name: CRYSTAL LVKAS	
STATE OF FV	
COUNTY OF Palm Beach SS	
The foregoing instrument was acknowledged by John Thoy an, as _SVP	perfore me this 2 nd day of Sept, 2010, by
Bank. He/She is personally known to me or has produce identification.	of IBERIABANK, on behalf of said ced plesonally known as
	1 112
	Juste Johns
	Notary Public, State of Florida
	My Commission Expires: $4/13/70/2$
	Seal:

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 Aday of Markey, 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

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

WITNESSES:	The Country Springs, Inc., a Florida nonpi			
By: Print Name: Copy P170	By: Print Name: 1	Fre N	1 again	
By: B. Person SAS	Title: <u>Reserved</u> Address: <u>10800</u> Coral	W Samp Springs,		
STATE OF FLORIDA) COUNTY OF BROWARD)				
The foregoing instrument was acknowledged to the country club of the country club of coral	Moyle as	1/05.	$dc \sim$	+
Corporation, freely and voluntarily on personally known to me or has produced is known to me personally.		rporation.	(Fe	
AARON ALLISON Notai	ry Public			
Notary Public - State of Florida My Comm. Expires Oct 4, 2015 Commission # EE 135882	d, printed or stamp	<u>O</u>		
	otary Public	eu name		

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

My Commission Expires:

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 Dillaher, 2014.

WATNESSES:	VAPAC, Inc.
	a Florida corporation
1 1	
By\	By:
Print Name Styry RTTO	Print name: Bener T. Mayle
	Title: (50/ Vicestol
By: BANANT	Address: 3200 N Daylors en le
Print Name: BESSIE PETROUTSAS	Cool Jasney FL 33665
STATE OF FLORIDA	
COUNTY OF BROWARD)	
· · · · ·	, 1
	241/2
The foregoing instrument was acknowledged	
Manber, 2014, by Bernie	Moyle as The COOP Prector
	ly known to me or has produced
as identification or is	known to me personally
_	
AARON ALLISON Nota	ry Public
Notacy Public - State of Florida	4//>
My Comm. Expires Oct 4, 2015	WON MILLION
·//////	d, printed or stamped name
of No	otary Public
v Commission Expires:	

10/4/15

EXHIBIT "A"

PROPERTY LEGAL DESCRIPTION (TOGETHER WITH A PROPERTY SKETCH)

EXHIBIT A

SKETCH AND DESCRIPTION

LEGAL DESCRIPTION

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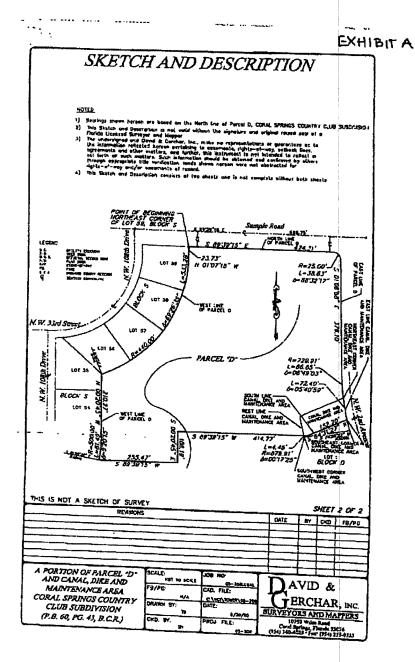
A portion of Parsel "O" and a Canal, Dise and Mointenance Area, "Carel Springs Country Chile SubChilsion" occarding to the plot thereal as recorded in Plot Book 60 page 43 of the Public of Broward County, Florido being more particularly described 68 follows:

Subcrision occarring to the plot thereof as recorded in Plet Book 80 page 33 of the Public Records of Provent County, Finish being more particularly described as follows:

Bephining at the Northeast comer of Lot 59 Block 2, of sold "Card Springs County Club Suddedston", add paint also being on a North fine of sold Parcel "D"; thence South 897315" East, tong a North fine of sold Parcel "D" of delance of 474.31 fercial D"; thence South 897315" East, tong a North fine of sold Parcel "D" of delance of 474.31 fercial to the point of curvature of a election curve fine, or carries ongle of 897317" and on are length of 38.33 feet is a point on on East line of sold electrication curve for the sold of 174.91 feet, a distance of 378.01 feet is a point on on East line of sold electrication curve conceive to the East; tennes Southerly along and circular curve heating a recture of 779.81 feet, a cantot single of 0014903" and at or impute 1 60.82 feet is the Hurtheast corner of 1749.81 feet, a cantot single of 0014903" and at or impute 1 60.82 feet is the Hurtheast corner of the offerweld Carrie, Dice and Montanence Area, the best two (2) colle being caincident with on East feet central engles of \$40738" more continue delay and circular curve heating a radius of 779.91 feet central engles of \$40738" more continue delay and circular curve though a radius of 779.91 Dice and Montanence Area is the Southeast Carrier of swid Caned, Dice and Mechanism Area, the Area Carrier and Carrier and South 8491127" Wast. a distance of 152.70 feet cloning the south size of seld Carrier, the continue delay of circular curve conserve to the East english of seld Carrier, Dice and one or length of 6.44 feet seng the Wast line of seld Carrier, Dice and Mathematica Area (thereof South 742012" West, a distance of 104.19 feet, there south B07030" East, of distance of 104.19 feet, thence South 873313" West, a distance of 44.77 feet, 25.47 feet to public the self-sold sold sold sold sold feet for the south B07030" East, cold sold sold sold feet for the

Sold lands elitrate lying and being in the City of Carol Springs, Brower's County, Florido. Centaining 420,282 square feet or 8,648 octas, more or less.

THIS IS NOT A SKETCH OF	SURVEY	_			SHEET 1 OF 2
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					CURAL SPRINGS COUNTRY CLUB SUBDIVISION
	FG/2	4/		JOS NO: 80-201 CAO. FILE:	
PROTEST A DAYO FOR FIRE PARTY PROTESTORS EMPLOYED AND MAPPER PLORED STEETMENTON NO. SPETI DAYO & CENTRAL SEC. LAPRESS	CKD	N Bry:	10	CANCITONONA DATE: A/30 PROJ FILE.	SURVEYORS AND MAPPINE
					10750 Wijes Rand Corel Santage, Flavida 31816 (954) 340-4921 - Faz: (954) 251-0734



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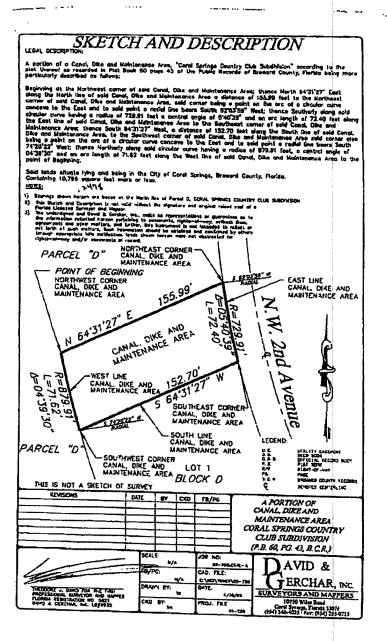


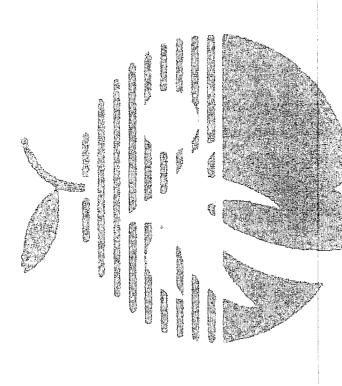
EXHIBIT "B"

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	IMPACI	OF PROF	IMPACT OF PROPOSED CHANGE	IANGE	PROPERT	PROPERTY INFORMATION
Date: July 29, 2014	Units Permitted	168	Units Proposed	250	250 Existing Land Use:	Residential High 20.01 -
Name: Coral Springs Country Club	NET CHANGE AINER	GE AINITE		28	Proposed Land Use:	Residential High 20.01 -
SBBC Project Number: SBBC-885-2010	Students	Permitted	Proposed N	VET CHANGE	Students Permitted Proposed NET CHANGE Current Zoning	RM-30
County Project Number: TBD	Elem	0	7	h.	Proposed Zoning:	RM-30
Municipality Project Number:	PIM	0	ო	n	Section:	20
Owner/Developer: Country Club of Coral Springs, Inc.	Hgh	0	7	8	Township:	48
Jurisdiction: Coral Springs	Total	•	12	12	Range:	41
	FOACINE CAROL MOLLAC FOOLIG	A 17 A	CA CARL C	te		

SHORT RANGE - 5-YEAR IMPACT

1,016 1,016 740 -276 -15 72.8% 1,473 1,172 -301 -13 79.6% 2,637 2,418 -219 -8 91.7% 91.7% Adjusted Over/Under LOS-Adj. % Gross Capacity Adjusted Benchmark Enrollment Adjusted Benchmark Throllment Throl	Parkside Elementary Sawgrass Springs Middle Coral Glades High	1,016	1,016 1,473 2,637	740 1,172 2,418			w w	91,			
1,473 1,472 -301 -13 2,637 2,418 -219 -8 -8 -8 -9 -9 -9 -9 -9 -9 -9 -9 -9 -9 -9 -9 -9	Sawgrass Springs Middle Coral Glades High	2,637	2,637	2,418	-219		m &	91.	%9°		
2,637 2,418219 -8 2,637 2,418219 -8 Solution of the control of the contro	Coral Glades High	2,637	2,637	2,418	-219		8	6	%2.		
Adjusted Adjusted Cover/Under LOS-Adj Seross Capacity Benchmark Benchmark Enrollment Adjusted Benchmark 14/15 1 740 -276 72.8% 72.3 1.172 -301 79.6% 1,141											
Adjusted Over/Under LOS-Adj %Gross Capacity Benchmark Enrollment Adjusted Benchmark 14/15 1 740 -276 72.8% 72.3 1.172 -301 79.6% 1,141											
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Jis Benchmark Enrollment Adjusted Benchmark 14/15 15/16 16 740 -276 72.8% 723 698 1.172 -301 79.6% 1,141 1,119 1		Adlusted	Over/Under	LOS-Adl	% Gross Cap	acity		Proje	cted Enrol	Ilment	
740 -276 72.8% 723 698 1,172 -301 79.6% 1,141 1,119 1	Currently Assigned Schools	Benchmark	Benchmark E	nrollment	Adjusted Benc		14/15	15/16	16/17	17/18	18/19
1,172 -301 79.6% 1,141 1,119	Parkside Elementary	740		276	72.8%		723	869	683	099	645
	Sawgrass Springs Middle	1,172		301	79.6%		1,141	1,119	1,081	1,061	1,036
2,418 -219 91.7% 2,442 2,444	Coral Glades High	2,418		219	91.7%		2,442	2,444	2,384	2,380	2,404

Sudents 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 raditional school enrollment out over the next five years, and a proportional share of charter school enrollment is used to project future charter school printic traditional school District raditional school enrollment by several controllment out the survival method facility review processes.

^{*}The first Monday following Labor Day

	School [District's Planning Area Data	ng Area Data	A	Aggregate Projected Enrollment	ojected Enr	oliment	
Impacted Planning Area	Aggregate School	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

	NOTIFIED IN TOOLOG VEINAND					
Charter Schools within 2-mile radius	2013-14 Contract 20	2013-14 Benchmark* Enrollment	Over/(Under)	Projected Enrollment 14/15 15/16 16/17	d Enrollment 15/16 1	
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	009	156	-444	156	156	156
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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 school enrollment is used to apply individual charter 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 school facility review processes.

[&]quot;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	ıntary	None
Sawgrass Springs Middle	ngs Middle	None
Coral Glades High	igh	None
	PLANNED IMPROVEMENTS	IS IN THE ADOPTED DISTRICT EDUCATIONAL FACILITIES PLAN (Years 6 - 10)
Improvemen	Improvements for Planning Area A	
School Level Comments	Comments	
Elementary	None	
Middle	None	
High	None	

Comments

prings 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 nformation 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 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 equires 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 schodl 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 sumulative 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 Board may utilize other options such as school boundary changes to accommodate students generated from developments in the County. Charter schools located within a 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 wo-mile radius of the site in the 2013-14 school year are depicted herein.

mpacted schools are depicted above. Based on the School District's Seven Long Range Planning Areas, the amendment site is located within School District Planning student enrollment projections are depicted herein. Therefore, Planning Area "A" is anticipated to have sufficient excess capacity to support the students generated by the 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 Area "A" and the elementary, middle, and high schools currently serving Planning Area "A" and their cumulative student enrollments, cumulative capacities, and pertinen esidential 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 he 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,

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

PROJECT NUMBER: SBBC-885-2010

Reviewed By:

July 29, 2014

Signature

Mohammed Rasheduzzaman, AICP

Name

Planner

Title