

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

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**DECLARATION OF RESTRICTIVE COVENANTS**

THIS IS NOT AN OFFICIAL COPY

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.



**EXHIBIT "A"**

*[See attached Sketch and Legal Description]*

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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 S, of said "Coral Springs Country Club Subdivision", said point also being on a North line of said Parcel "D"; thence South 09°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 06°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 378.10 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 06°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°40'38" 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 878.91 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 09°39'15" West, a distance of 414.77 feet; thence South 50°20'45" East, a distance of 106.19 feet; thence South 88°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	CHK	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: N/A	JOB NO: 00-208LEGAL
FB/PG: N/A	CAD. FILE: C:\NO\TOMEA\05-208
DRAWN BY: TD	DATE: 8/30/05
CHK BY: SN	PROJ. FILE: 00-208

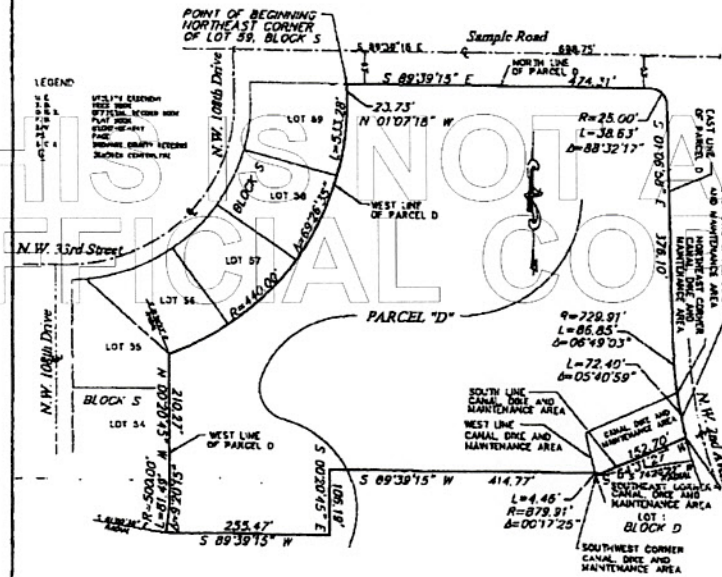
**DAVID & GERCHAR, INC.**  
SURVEYORS AND MAPPERS  
10750 Wilco Road  
Coral Springs, Florida 33076  
(954) 340-6025 • Fax (954) 255-0735

EXHIBIT A

SKETCH AND DESCRIPTION

NOTES:

- 1) Bearings shown herein 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 herein 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 and/or assessments 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

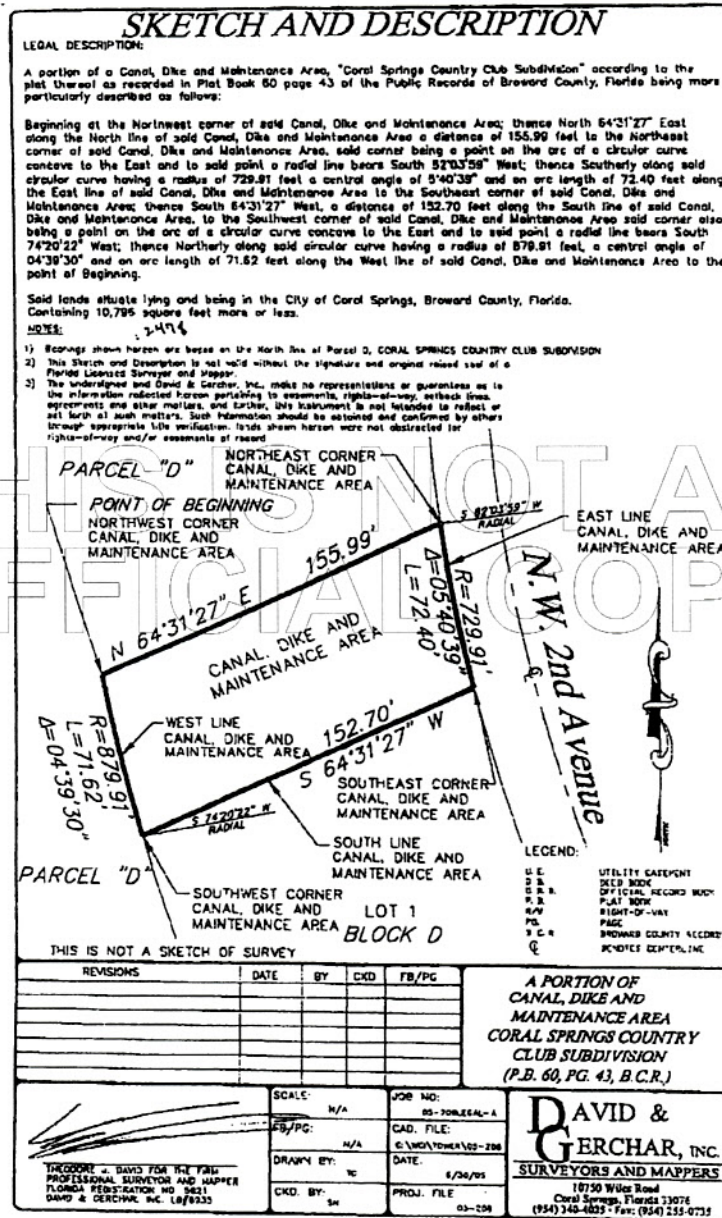
SHEET 2 OF 2

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: 05-204604  
FB/PG: N/A  
CAD. FILE: C:\WORK\TOWER\05-204  
DRAWN BY: TO  
DATE: 8/30/05  
CKD. BY: SH  
PROJ. FILE: 05-204

**DAVID & GERCHAR, INC.**  
SURVEYORS AND MAPPERS  
10730 Wiles Road  
Coral Springs, Florida 33066  
(954) 340-8211 • Fax: (954) 255-8733



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 Stewart

Print Name: LEAH STEWART

Crystal Lukas

Print Name: CRYSTAL LUKAS

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.

IBERIABANK  
a Louisiana Corporation  
By: John P. Sney  
Print Name: John P. Sney  
Title: Senior Vice President  
Address: 200 West Congress Street  
Lafayette, LA 70501

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

Seal:

