

Plat Book 169, Pg 7

AMPLA

Return recorded copy to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

Heidi Davis Knapik, Esq.
Gunster, Yoakley & Stewart, P.A.
500 E. Broward Boulevard
Suite 1400
Fort Lauderdale, FL 33394

NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY.

AGREEMENT FOR AMENDMENT OF NOTATION ON PLAT

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

WCI Communities, Inc., its successors and assigns, hereinafter referred to as "DEVELOPER."

WHEREAS, DEVELOPER is the owner of property shown on the Atlantic Point Plat No. 1 Plat, Plat No./Clerk's File No. 047-MP-98, hereinafter referred to as "PLAT," which PLAT or delegation request was approved by the Board of County Commissioners of Broward County on October 27, 1998, 20xx; and and amended on May 20, 2003

WHEREAS, a description of the platted area is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, DEVELOPER has determined there exists a need for an amendment to the Notation on the face of said PLAT; and

WHEREAS, the COUNTY has no objection to amending the notation and the Board of County Commissioners approved such an amendment at its meeting of December 13, 2005;

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Approved BCC 12/13/05 #65

Submitted By Dev. Mgmt.

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NOW, THEREFORE, in consideration of the mutual terms, conditions and promises hereinafter set forth, the COUNTY and DEVELOPER agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. COUNTY and DEVELOPER hereby agree that the notation shown on the face of the PLAT is hereby amended as set forth within Exhibit "B."
3. **NOTICE.** Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Development Management Division of Broward County
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

For the DEVELOPER:

WCI Communities, Inc.
c/o Gunster, Yoakley & Stewart, P.A.
500 E. Broward Blvd., Suite 1400
Fort Lauderdale, FL 33394
Attention: Heidi Davis Knapik, Esq.

4. **RECORDATION.** This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER's expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
5. **VENUE: CHOICE OF LAW.** Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sits, and shall be governed by the laws of the State of Florida.
6. **NOTATIONS.** All other notations on the face of the above referenced PLAT not amended by this Agreement shall remain in full force and effect.
7. **CHANGES TO FORM AGREEMENT.** DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement

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without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

- 8. **CAPTIONS AND PARAGRAPH HEADINGS.** Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
- 9. **NO WAIVER.** No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
- 10. **EXHIBITS.** All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
- 11. **FURTHER ASSURANCES.** The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
- 12. **ASSIGNMENT AND ASSUMPTION.** DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
- 13. **AMENDMENTS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COUNTY and DEVELOPER.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

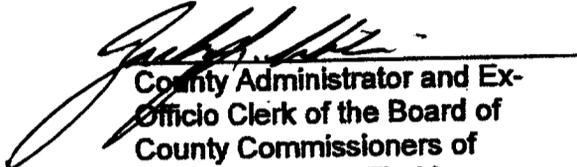


IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the 13 day of December, 2005 and DEVELOPER, signing by and through its Vice President, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS


County Administrator and Ex-
Officio Clerk of the Board of
County Commissioners of
Broward County, Florida

By 
6 day of June, 2006



Approved as to form by
Office of County Attorney
Broward County, Florida
Government Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
Assistant County Attorney

16th day of May, 2006



DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Laurely Sitterly
(Signature)
Print name: LAURELY SITTERLY
Lena Metaj
(Signature)
Print name: LENA METAJ

WCI Communities, Inc.
Name of Developer (corporation/partnership)
By [Signature]
(Signature)
Print name: STEFAN D. JOHANSSON
Title: VICE PRESIDENT
Address: 24301 WALDEN CTR. DR
BONITA SPRINGS FL 34134
5 day of APRIL, 2006

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 5 day of APRIL, 2006, by STEFAN JOHANSSON as VICE PRESIDENT of WCI Communities, Inc., a Delaware corporation/partnership, on behalf of the corporation/ partnership. He or she is:
 personally known to me, or
 produced identification. Type of identification produced _____

(Seal)

My commission expires:



NOTARY PUBLIC:

Laurely Sitterly
Print name: LAURELY SITTERLY

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EXHIBIT "A"
LEGAL DESCRIPTION

Parcels "A" and "B" of the Atlantic Point Plat No. 1, according to the Plat thereof as recorded in Plat Book 169, page 7 of the Public Records of Broward County, Florida.

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EXHIBIT "B"

AMENDMENT TO NOTATION ON PLAT

The existing notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended from:

The plat is restricted to 332 time-share high rise units, and 33,600 square feet of commercial use and a 168-room hotel on Parcel "A" and 263 high rise units and 2,500 square feet of restaurant and 49,420 square feet of commercial use on Parcel "B"

The first floor of any building(s) containing residential dwelling units on Tract "B" must be totally confined to commercial and/or restaurant use.

Banks are not permitted without the approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Any structure within this plat must comply with Section IV D.1.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of the property within this plat who took title to the property with reference to this plat.

The notation shown on the face of the PLAT clarifying and limiting the use of the platted property is amended to:

The plat is restricted to 77 high rise units, 40,715 square feet of commercial use and a 360-room hotel on Parcel "A" and 186 high rise units and 46,000 square feet of commercial use on Parcel "B"

The first floor of any building containing residential dwelling units on Tract "B" shall generally be confined to commercial and/or restaurant use. However, entrance lobby(ies), valet services, mechanical and equipment type facilities used to support the operation, maintenance or security of the residential dwelling units shall be allowed.

Banks are not permitted without approval of the Board of County Commissioners who shall review and address these uses for increased impacts.

Any structure within this plat must comply with Section IV D.1.f., Development Review Requirements, of the Broward County Land Use Plan, regarding hazards to air navigation.

This note is required by Chapter 5, Article IX, Broward County Code of Ordinances, and may be amended by approval of the Broward County Board of County Commissioners. The notation and any amendments thereto are solely indicating the approved development level for property located within the plat and do not operate as a restriction in favor of any property owner including an owner or owners of the property within this plat who took title to the property with reference to this plat.

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EXHIBIT "B" - CONTINUED

PLEASE CHECK THE APPROPRIATE BOX OR BOXES.

[X] Expiration of Finding of Adequacy for Plat without an Expiration of a Finding of Adequacy notation or the Finding of Adequacy has expired.

If a building permit for a principal building (excluding dry models, sales and construction offices) is not issued by December 9, 2008, then the County's finding of adequacy shall expire and no additional building permits shall be issued for the amended uses until such time as Broward County makes a subsequent finding that the applicant satisfies the adequacy requirements set forth within the Broward County Land Development Code. The owner of the property shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame; and/or

If construction of project water lines, sewer lines, drainage, and the rock base for internal roads have not been substantially completed by December 9, 2008, then the County's finding of adequacy shall expire and no additional building permits shall be issued until such time as Broward County shall make a subsequent finding that the applicant satisfies the adequacy requirements set forth within Broward County Land Development Code. This requirement may be satisfied for a phase of the project, provided a phasing plan has been approved by Broward County. The owner of the property or the agent of the owner shall be responsible for providing evidence to Broward County from the appropriate governmental entity, documenting compliance with this requirement within the above referenced time frame.

[X] Air Navigation Hazards.

Any structure within this Plat shall comply with Section IV D 1. f., Development Review Requirements of the Broward County Comprehensive Plan regarding hazards to air navigation.

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