

The ordinance was thereupon signed by the Mayor and the President of the Council, attested by the City Clerk and declared to be in effect. The ordinance is as follows:

ORDINANCE NO. 183

AN ORDINANCE CREATING THE SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT IN THE AREA COMMONLY KNOWN AS SUNRISE LAKES PHASE I; ESTABLISHING THE PROVISIONS OF THE CHARTER OF THE SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT TO PROVIDE AUTHORITY TO SUE AND BE SUED, TO CONTRACT, ACQUIRE PROPERTY, ISSUE BONDS, OPERATE AND MAINTAIN RECREATIONAL FACILITIES, ESTABLISH ADMISSION CHARGES, ISSUE REVENUE BONDS, ADOPT RULES AND REGULATIONS, EMPLOY PERSONNEL; FURTHER ALLOWING FOR AMENDMENTS TO THIS CHARTER; PROVIDING THAT THE GOVERNING BODY OF THE CITY OF SUNRISE SHALL BE THE GOVERNING BODY OF THE SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT, PROVIDING FOR ESTABLISHMENT OF GOVERNMENTAL DUTIES AND RESPONSIBILITIES; ESTABLISHING THAT ASSESSMENT RECORDS OF BROWARD COUNTY SHALL BE THE ASSESSMENT RECORDS OF THE SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT; PROVIDING FOR SEVERABILITY OF INVALID PROVISIONS, DECLARING AN EMERGENCY, PROVIDING FOR A REFERENDUM AND PROVIDING AN EFFECTIVE DATE.

¹⁸¹
WHEREAS on May 16, 1978, the City Council did adopt an ordinance creating Sunrise Lakes Phase I Special Recreation District in anticipation of the enactment of legislation ratifying such action; and

WHEREAS said legislation, though enacted by the Legislature of the State of Florida, was vetoed by the Governor, and it therefore becomes necessary to adopt a similar ordinance under the provisions of Chapter 78-_____, Laws of Florida, 1978 (Senate Bill No. 803) which authorizes cities to create districts of the type hereinafter created, acting in accordance with Section 165.041, Florida Statutes;

NOW, THEREFORE, Be It and It Is Hereby Ordained by the City Council of the City of Sunrise, Florida, as follows:

Section 1.

CHARTER OF SUNRISE LAKES PHASE
I SPECIAL RECREATION DISTRICT

There is hereby established under the provisions of Chapter 78-_____, Laws of Florida, 1978 (Senate Bill No. 803) a recreation district in the area commonly known as SUNRISE LAKES PHASE I, more particularly described in Exhibit A attached hereto, to exist and be governed under the following articles:

ARTICLE 1.

The district hereby created shall officially be known as SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT.

ARTICLE 2.

The SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT is hereby empowered as follows:

- a. To sue and be sued and to have a corporate seal.
- b. To contract and be contracted with.
- c. To acquire, purchase, construct, improve and equip recreational facilities of all types (including real and personal property) within the boundaries of said district; such acquisition may be by purchase, lease, gift or exercise of the power of eminent domain.
- d. To issue bonds, if approved at a referendum held in said district, and to levy and collect ad valorem taxes, without limitation on all property subject to taxation by the City of Sunrise within such district in order to pay the principal of and interest on said bonds as the same respectively fall due or to accumulate a sinking fund for the payment of principal.

e. To operate and maintain recreational facilities or to enter into arrangements with others for such operation and maintenance pursuant to contract, lease or otherwise.

f. To establish, charge and collect fees for admission to or use of recreational facilities and to apply such fees to the operation, maintenance, improvement, enlargement or acquisition of recreational facilities or to the payment of bonds or revenue bonds of the district.

g. To issue revenue bonds without a referendum payable solely from the revenues to be derived from recreational facilities owned or operated by the district.

h. To adopt and enforce rules and regulations for the use of the recreational facilities owned or operated by the district.

i. To employ all personnel deemed necessary for the operation and maintenance of the facilities of the district.

ARTICLE 3.

This Charter may be subject to such restrictions as may be imposed by future amendments in a manner prescribed by law, but no such restrictions shall result in impairing the ability of the SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT to carry out any contract made by such district prior to the adoption of such restriction.

ARTICLE 4.

The governing body of the City of Sunrise shall be the governing body of the SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT, and the elected Mayor of the City of Sunrise shall be the chief executive officer of said district.

ARTICLE 5.

The assessment records of Broward County, which are the assessment records used in the imposition of taxes by the City of Sunrise, shall be the official assessment records for the SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT. Taxes of the district shall be payable at the same time as, and shall be secured by a lien on taxable property the same as, taxes of the City of Sunrise. Enforcement of any such tax lien shall be in the same manner and by the same officials as enforcement of liens for City taxes.

ARTICLE 6.

The district hereby created being a political subdivision of the State of Florida, all property owned by the district shall be exempt from taxation. If and when the district issues bonds, the district shall levy a tax on all taxable property in the district sufficient to pay said bonds as to principal and interest when due and, if the proceedings authorizing said bonds so provide, to accumulate a sinking fund for the payment of principal. A certified copy of every ordinance or resolution authorizing said bonds or providing such levy shall be submitted to the Department of Finance of Broward County, Florida which shall collect said taxes; provided that immediately prior to the time of each annual tax levy, if and whenever there shall be in the fund from which principal of and interest on said bonds is to be paid, sufficient money to pay all or part of the principal and interest due on the bonds prior to the date upon which money from the next succeeding tax levy will become available, the district shall so notify said Department of Finance and the taxes above required shall, for the then current year, be correspondingly diminished or abated.

ARTICLE 7.

The district shall enter into a contract with a corporation controlled by a majority of the real property owners in the district for the operation, maintenance and control of any or all facilities owned by the district. Such contract shall provide that said corporation (i) shall maintain the facilities of the district and operate the same for the benefit of the residents of the district and their guests; (ii) shall keep the facilities adequately insured, (iii) shall indemnify the district against all losses incurred in the operation of the facilities and all liabilities, costs and expenses incurred in such operation, whether occasioned by contract, by tort or otherwise and (iv) shall provide that said corporation shall impose and collect fees and charges for the use or availability of the facilities of the district. Such fees and charges shall be apportioned among the property owners of the district on the basis that the owner of each residential unit shall pay, on account of that unit, the same amount as the owner of every other residential unit in the district; provided that such payments may be made monthly, annually or in one lump sum, at the option of the property owner. The aggregate amount of such payments shall not exceed the amount necessary to pay principal of and interest on the bonds of the district. In addition, the contract may permit said corporation to charge fees for the use of the recreational facilities sufficient to pay expenses of operation and maintenance.

Said contract shall require all fees and charges which are to be apportioned among property owners as above described to be paid over by the corporation to the governing body of the district daily as received; the governing body of the district shall upon receipt immediately deposit said amounts into the fund from which the bonds of the district are payable. Said fund

shall be invested from time to time as monies become available therein but only in obligations of or guaranteed by the United States of America or certificates of deposit of a solvent bank or trust company if such certificates of deposit are secured by collateral consisting of obligations of or guaranteed by the United States of America in a principal amount at least equal to said certificates of deposit and held by some bank other than the issuer of such certificates of deposit.

ARTICLE 8.

Before the issuance of any bonds of the district payable from ad valorem taxes, the issuance of such bonds shall be approved at an election held in the district in accordance with Chapter 100 of the Florida Statutes. The governing body of the district shall call such election, canvass the returns of such election and shall declare the results thereof. If the majority of the votes cast at said election are in favor of the issuance of such bonds, then such bonds may be issued in any amount not greater than the amount specified in the voted proposition, and may bear interest at any rate not in excess of that specified in said voted proposition. Said bonds shall be executed in such manner, be in such form, mature on such date or dates, carry such provisions for redemption prior to maturity with or without premium, be payable at such place or places, be secured in such manner and by such security, and be sold at public sale at such price or prices not less than 95% of the par value thereof plus accrued interest as the governing body of the district may provide. Such bonds may be authorized by ordinance or resolution in the discretion of the governing body. The district may pledge to the payment of said bonds any or all sums to be received by the district pursuant to contracts entered into under Article 7 hereof. Such bonds may be validated in the manner prescribed by Chapter 75 of the Florida Statutes.

ARTICLE 9.

At the time of the first submission of a bond issue to a referendum under Article 8 hereof, the governing body of the district shall further submit a proposition, to be voted on by the qualified electors of the district, in substantially the following form.

"Shall the ordinance establishing and granting the charter of Sunrise Lakes Phase I Special Recreation District be approved and continue in effect?"

Voters shall be permitted to vote "yes" or "no" on said proposition; if a majority of the votes cast at said election are in favor of the continued effectiveness of this ordinance then this ordinance shall continue in effect and the City Clerk shall transmit certified copies of this ordinance and of the proceedings declaring the results of said election to the Department of Community Affairs of the State of Florida in Tallahassee, to the Department of Central Services of Broward County and to the Department of Finance of Broward County. If a majority of the votes cast at said election are against the continued effectiveness of this ordinance, then, upon the declaration of the results of said election, the governing body of the district shall so certify by resolution entered in the minutes of the City Council of the City of Sunrise and this ordinance shall thereupon cease to have any force and effect whatsoever.

ARTICLE 10.

This ordinance and the charter hereby granted may be amended by subsequent ordinance of the City Council of the City of Sunrise but only after the following steps have been taken:

- (1) The City shall notify each resident of the district and each owner of real property in the district by mail

of the nature of the amendment proposed to be made, and shall supply a copy of such proposed amendment in substantially the form in which the amendment is finally to be adopted.

(2) The City Council shall call a referendum to be held in the manner prescribed by Chapter 100 of the Florida Statutes or other applicable law on the proposition of whether such amendment should be adopted, and shall canvass the returns and declare the results of such election.

(3) If a majority of the votes cast at said referendum favor such amendment then, after declaring the results of said referendum, the City Council shall adopt said amendment.

ARTICLE 11.

The City Council of the City of Sunrise hereby finds and declares as follows:

(a) that the creation of Sunrise Lakes Phase I Special Recreation District is the best alternative available for delivering recreational service in the area of said district;

(b) that such district is amenable to separate special district government; and

(c) that all of the territory in said district will be benefited by the acquisition of improvements proposed to be made by said district consisting of the acquisition of the following: _____

SEE ATTACHED EXHIBIT "A" - Pages 1 through 16

ARTICLE 12.

If any section, paragraph or portion of this ordinance shall be held to be invalid or unenforceable, such holding shall apply only to said section, paragraph or portion and the remainder of this ordinance shall continue in full force and effect, and such invalid or unenforceable provision shall be deemed separable from the remainder of the ordinance.

This ordinance shall take effect immediately upon its passage. Because of the facts referred to in the preamble hereto and the need of the City to proceed promptly with the creation of said district, this ordinance shall, upon receiving a two-thirds favorable vote be enacted as an emergency ordinance in accordance with Section 166.041(3)(b) Florida Statutes without complying with the requirements of Section 166.041(3)(a); provided that if this ordinance receives less than a two-thirds favorable vote upon first reading it shall take effect as a non-emergency measure upon adoption in compliance with Section 166.041(3)(a) and the action taken upon this ordinance upon the date upon which it is introduced shall be deemed the first reading thereof.

All ordinances and resolutions in conflict herewith are hereby repealed to the extent of such conflict. Ordinance No. 181, adopted on May 16, 1978, purporting to create said Sunrise Lakes Phase I Special Recreation District is hereby superseded.

This ordinance passed and adopted on first reading by (more)(less) than two-thirds vote this 11 day of July, 1978.

(PASSED AND ADOPTED on second reading this 11 day
of July, 1978.)

James P. Smith
Mayor
Pat Brown
President, City Council

ATTEST:

Robert H. Clark
City Clerk

	<u>FIRST READ.</u>	<u>SECOND READ.</u>
Motion	<u>MONTGOMERY</u>	<u>MONTGOMERY</u>
Second	<u>HOFFMAN</u>	<u>HOFFMAN</u>
Brown	<u>YEA</u>	<u>YEA</u>
Shaw	<u>ABSTAIN</u>	<u>ABSTAIN</u>
Montgomery	<u>YEA</u>	<u>YEA</u>
Gold	<u>YEA</u>	<u>YEA</u>
Hoffman	<u>YEA</u>	<u>YEA</u>

ARTICLE 12.

If any section, paragraph or portion of this ordinance shall be held to be invalid or unenforceable, such holding shall apply only to said section, paragraph or portion and the remainder of this ordinance shall continue in full force and effect, and such invalid or unenforceable provision shall be deemed separable from the remainder of the ordinance.

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James P. ...
Mayor
Pat Bracco
President, City Council

ATTEST:

Robert H. Clark
City Clerk

FIRST READ.

SECOND READ.

Motion
Second
Brown
Shaw
Montgomery
Gold
Hoffman

MONTGOMERY
HOFFMAN
YEA
ABSTAIN
YEA
YEA
YEA

MONTGOMERY
HOFFMAN
YEA
ABSTAIN
YEA
YEA
YEA

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DEVELOPMENT CORPORATION OF AMERICA

2514 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

PHONE: (305) 920-6800

MEMORANDUM

TO: Ann Marie Labelle,
City of Sunrise

DATE: June 2, 1978.

FR: Roz Stanco, DCA

RE: Sunrise Lakes Phase I
Rec Facilities

Ann Marie, enclosed please find sketches and legal descriptions of the entire recreation facility and common areas within Sunrise Lakes Phase I. We have delineated on each description, what that particular legal applies to, i.e., whether satellite pool, main rec building, lake, etc. In addition, I have attached a cover letter dated January, 1974, giving the acreage count for each portion of the facility.

I assume this information will suffice. However, if there is anything further you require in this connection, please do not hesitate to contact me on Monday.

irs
Attch.

ORDINANCE 181

EXHIBIT "A"

PAGE 1

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DEVELOPMENT CORPORATION OF AMERICA

2514 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

PHONE: (305) 920-6600

MEMORANDUM

DATE: January 2, 1974

TO: A. Sherman

FROM: Bruce Greenbaum

Regarding information you requested for Sunrise Lakes recreation facilities:

Acreage

Phase I	Major recreation facility, including tennis courts	1.69
	Roadway Circle	.41
	Three satellite recreation areas	.81
	Lake area	13.69

PAGE 2

DEC 7876 PAGE 177

02.18

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION THREE, according to the plat thereof, as recorded in Plat Book 78 at Page 4 of the Public Records of Broward County, Florida.

ORDER NO: 121377-A

Lake

March 1, 1974

-Prepared by-

• SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

• Miami, Florida

PAGE 3

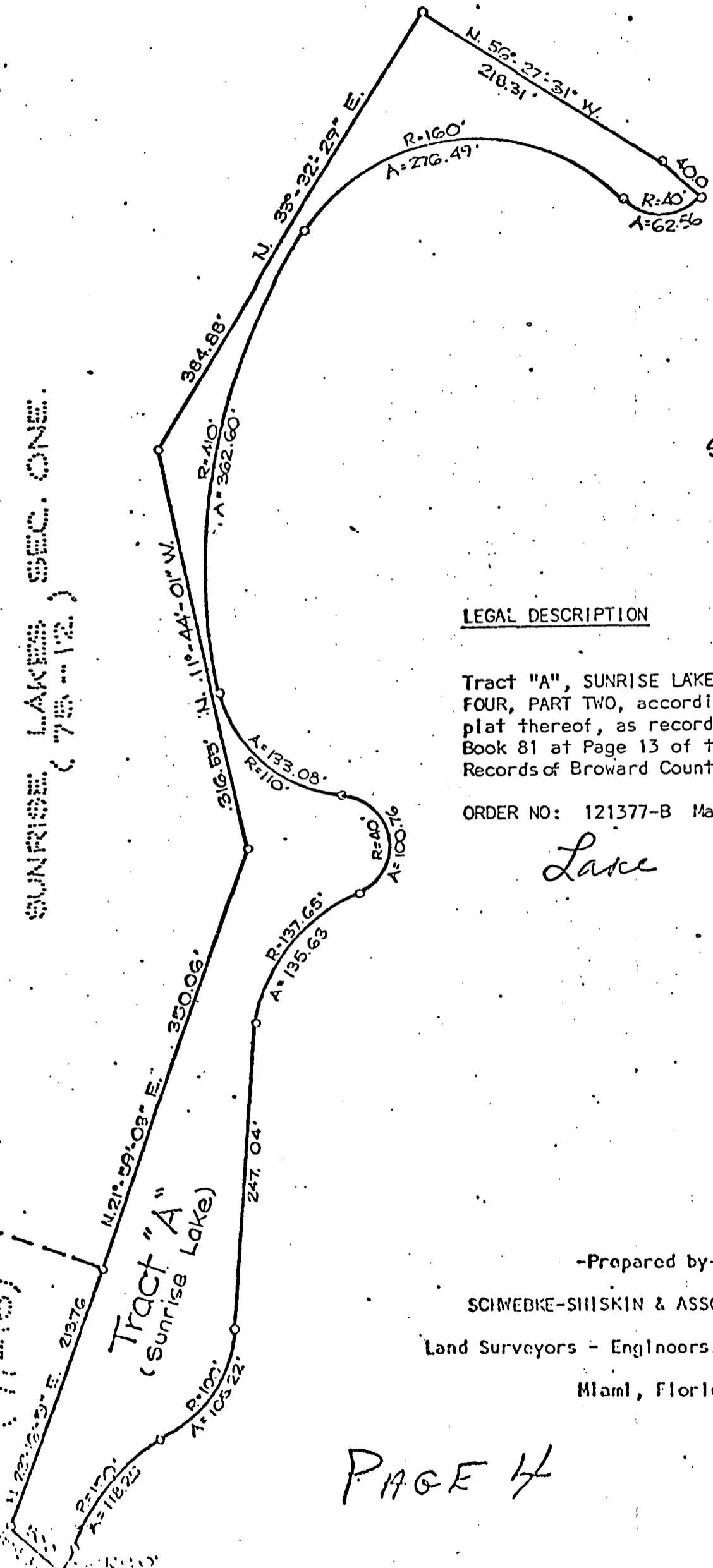
OH 7876 PAGE 178

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SUNRISE LAKES SEC. ONE
(75-12)

SUNRISE LAKES
SEC. TWO
(75-13)

Tract "A"
(Sunrise Lake)



Scale 1"=100'

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13 of the Public Records of Broward County, Florida.

ORDER NO: 121377-B March 1, 1974

Lance

-Prepared by-

SCIMEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

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LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13 of the Public Records of Broward County, Florida.

ORDER NO: 121377-C

Lake

March 1, 1974

-Prepared by-

SCHNEBKE-SHISKIN & ASSOCIATES, INC.

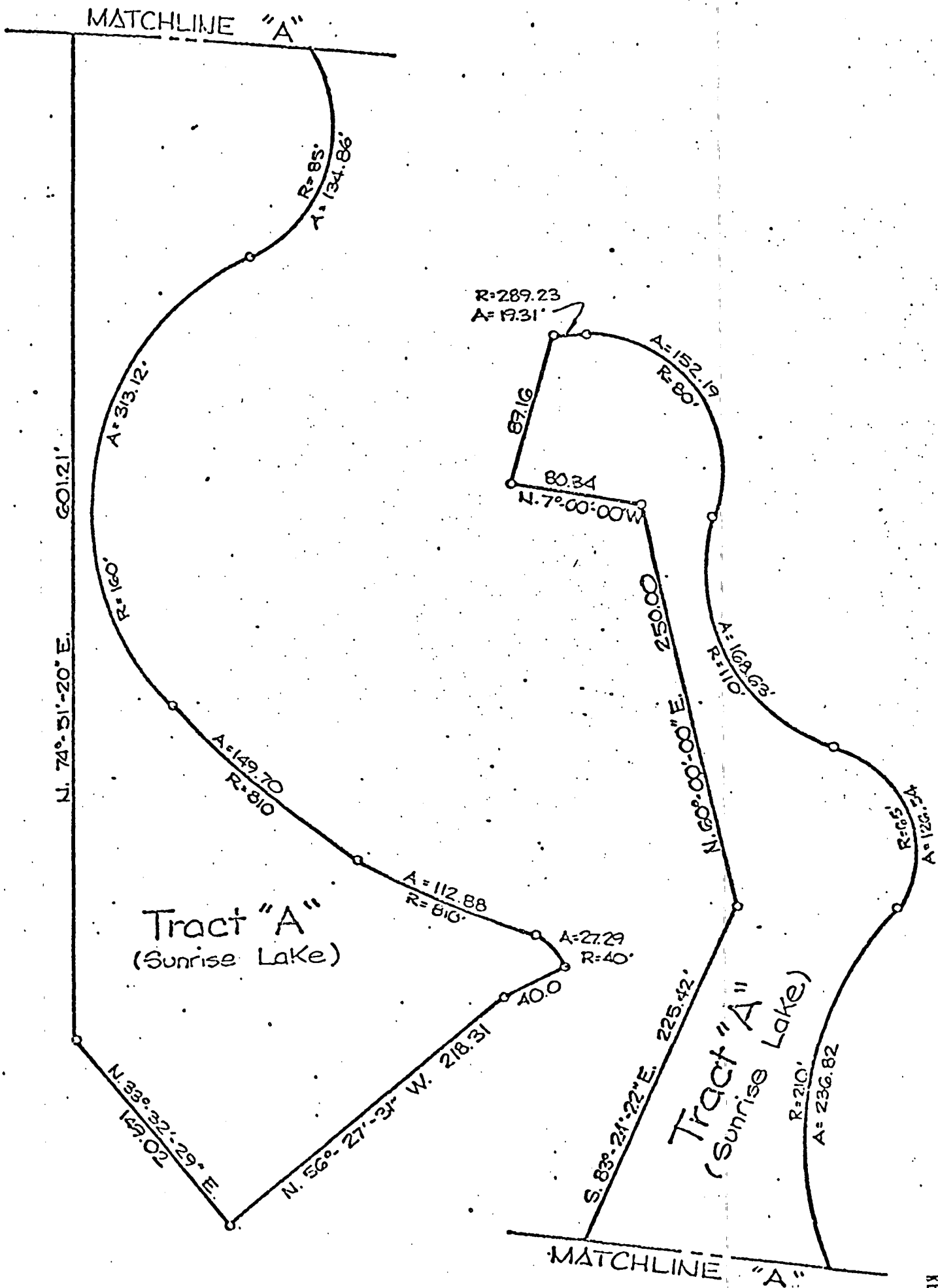
Land Surveyors - Engineers - Land Planners

Miami, Florida

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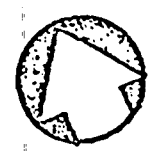
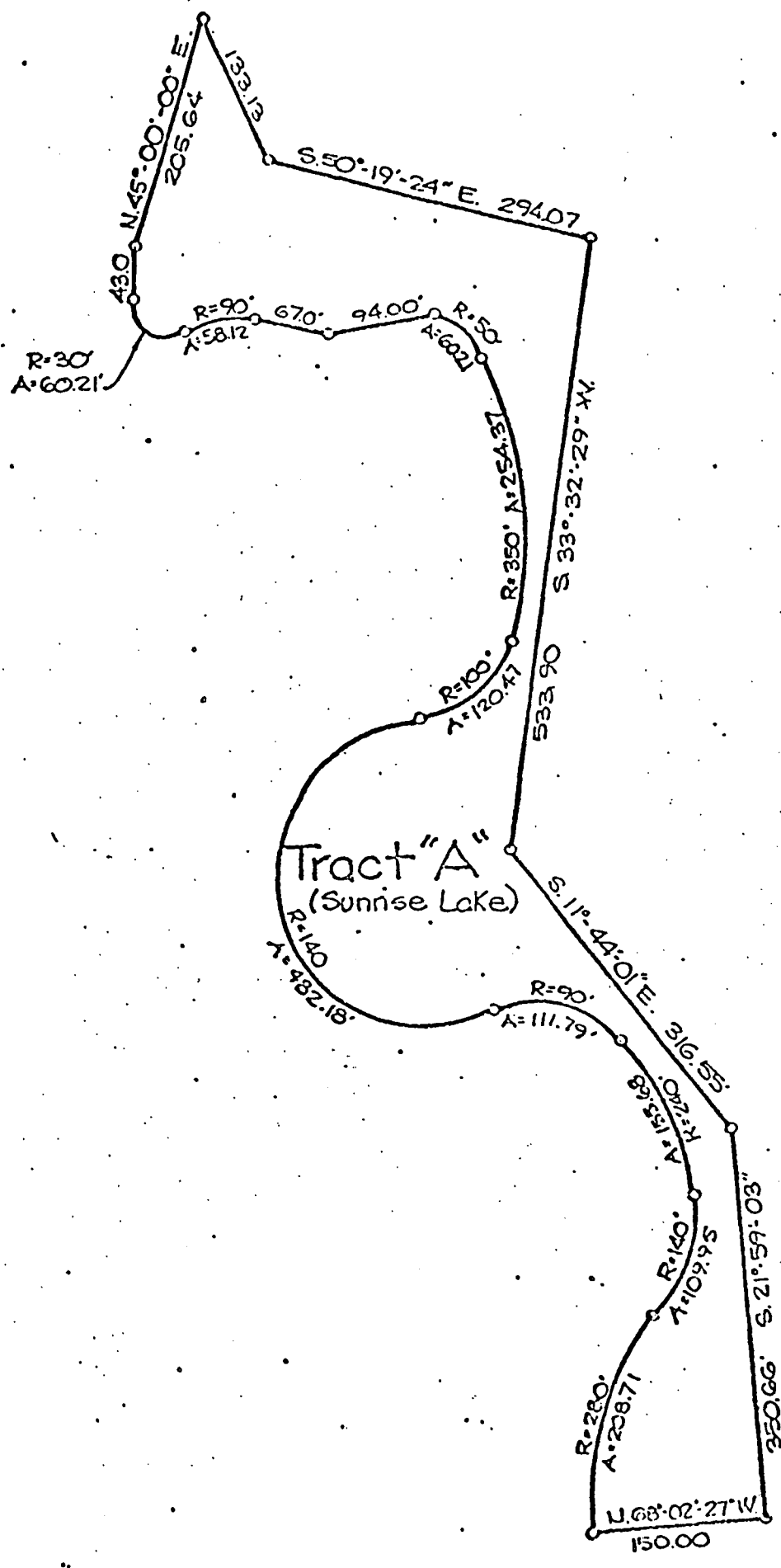


Tract "A"
(Sunrise Lake)

Tract "A"
(Sunrise Lake)



Scale 1" = 80'



Scale 1"=150'

Tract "A"
 (Sunrise Lake)

LEGAL DESCRIPTION:

Tract "A", SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-D *Lake* March 1, 1974

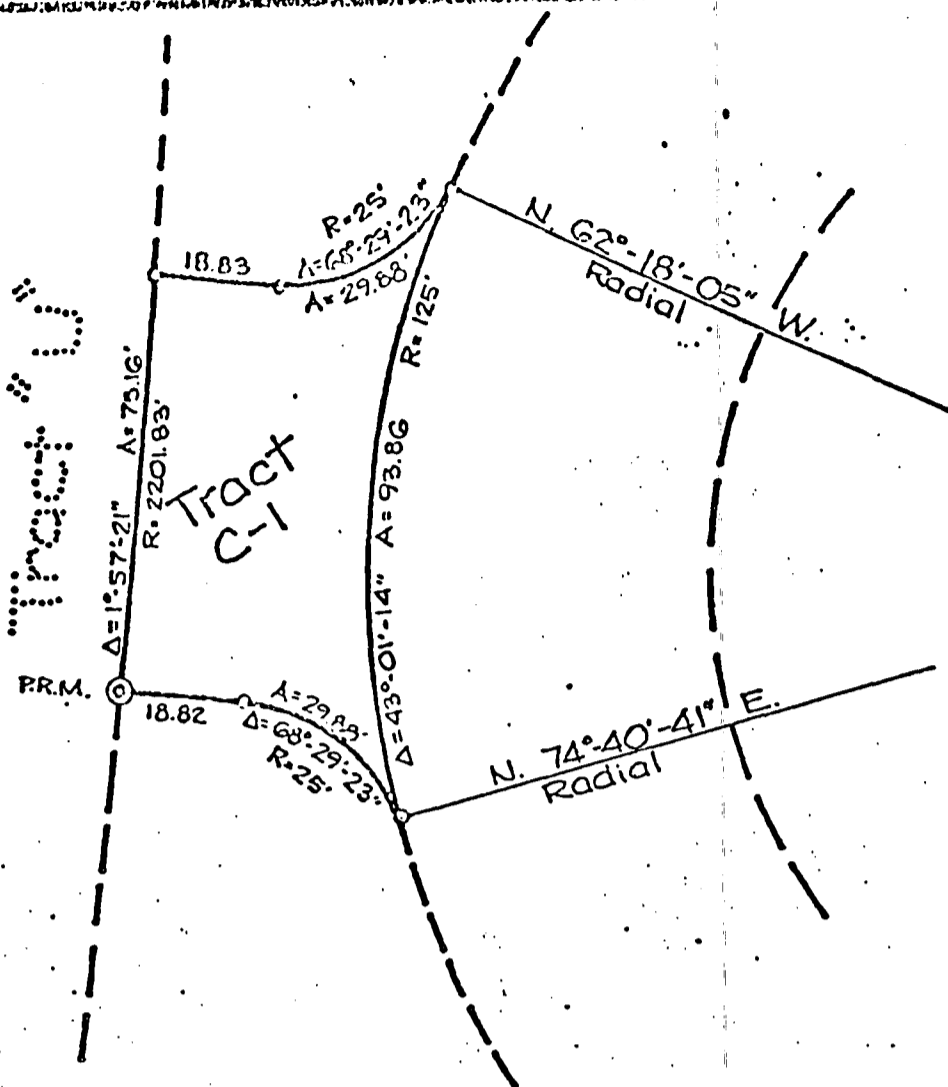
Prepared by-
 SCHNEEBKE-SHESKIN & ASSOCIATES, INC.
 Land Surveyors - Engineers - Land Planners
 Miami, Florida

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Scale 1"=30'



LEGAL DESCRIPTION

Tract C-1, SUNRISE UNIVERSITY COMMERCIAL SECTION, according to the plat thereof, as recorded in Plat Book 81 at Page 42 of the Public Records of Broward County, Florida.

ORDER NO: 121377-E

March 1, 1974

Landscaping

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

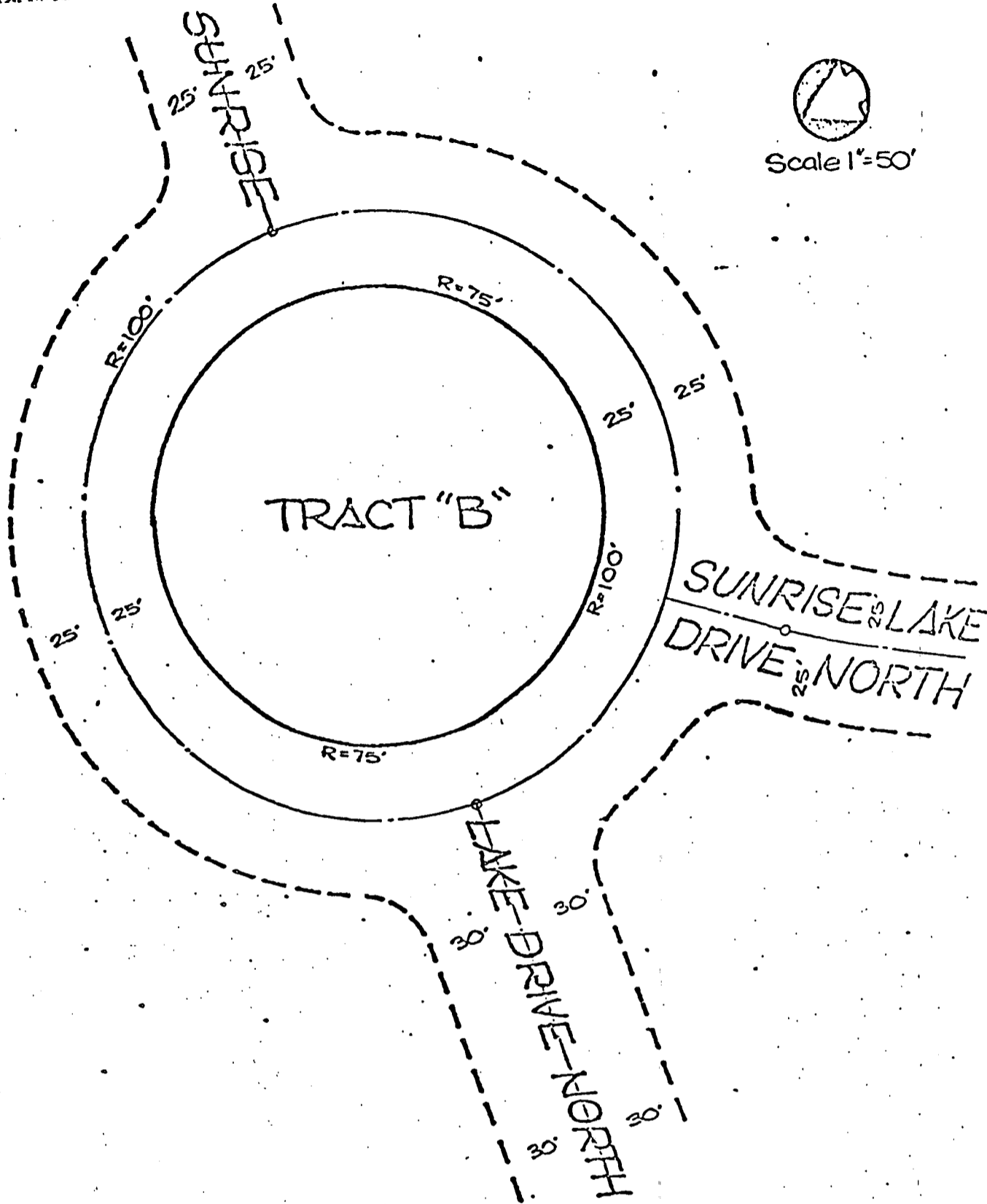
Miami, Florida

DB 7876
REC 184

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Scale 1"=50'



LEGAL DESCRIPTION

Tract B, SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-F

February 28, 1974

Landscaping

-Prepared by-

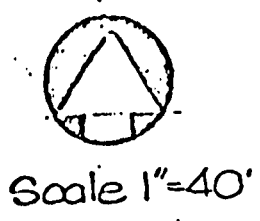
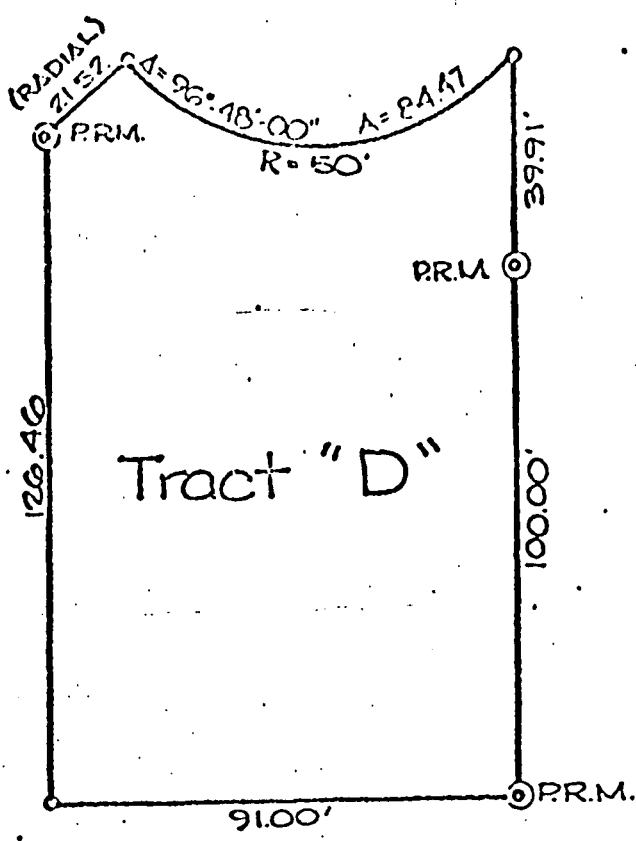
SCHEMBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

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Tract "D"

LEGAL DESCRIPTION

Tract D, SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida

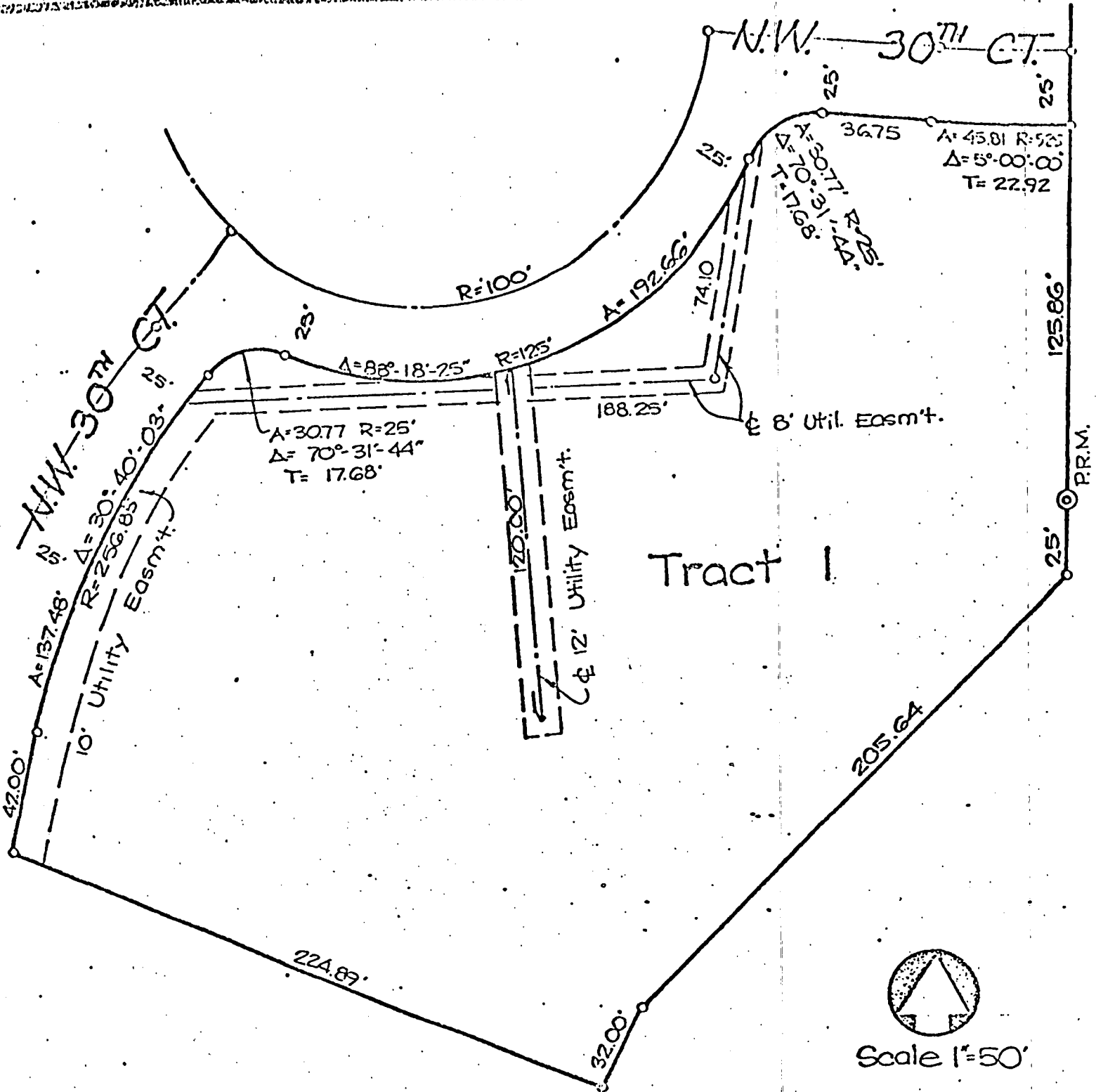
ORDER NO: 121377-G

Asilotta Pool March 1, 1974

-Prepared by-
 SCHWEBKE-SHISKIN & ASSOCIATES, INC.
 Land Surveyors - Engineers - Land Planners
 Miami, Florida

OHT
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LEGAL DESCRIPTION

Tract "I", SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-H *Major Rec.* March 1, 1974

-Prepared by-
SCINEDKE-SHISKIN & ASSOCIATES, INC.
Land Surveyors - Engineers - Land Planners
Miami, Florida

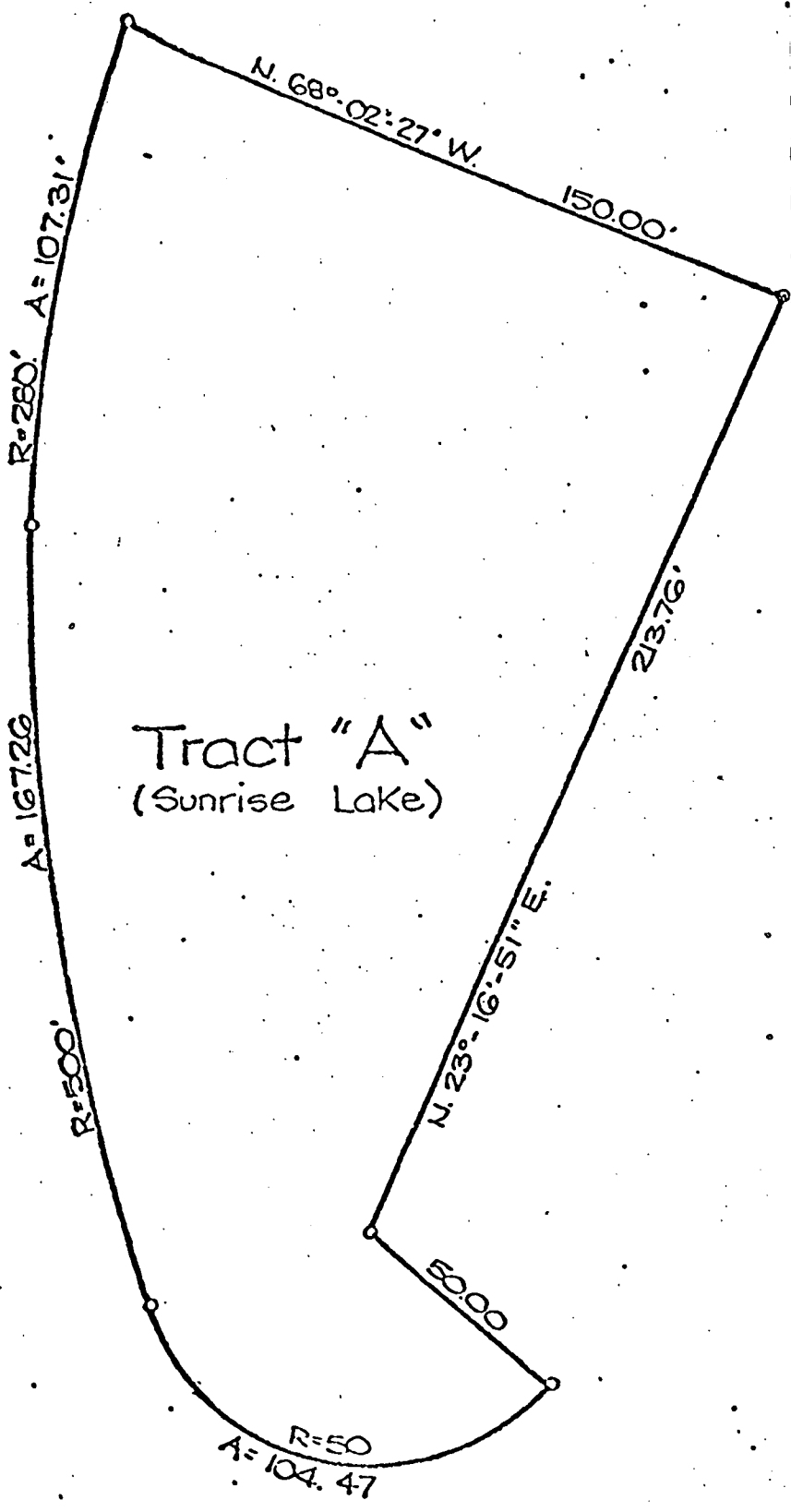


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Printed



Scale 1"=40'



LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida.

ORDER NO: 121377-1

Lake

March 1, 1974

-Prepared by-

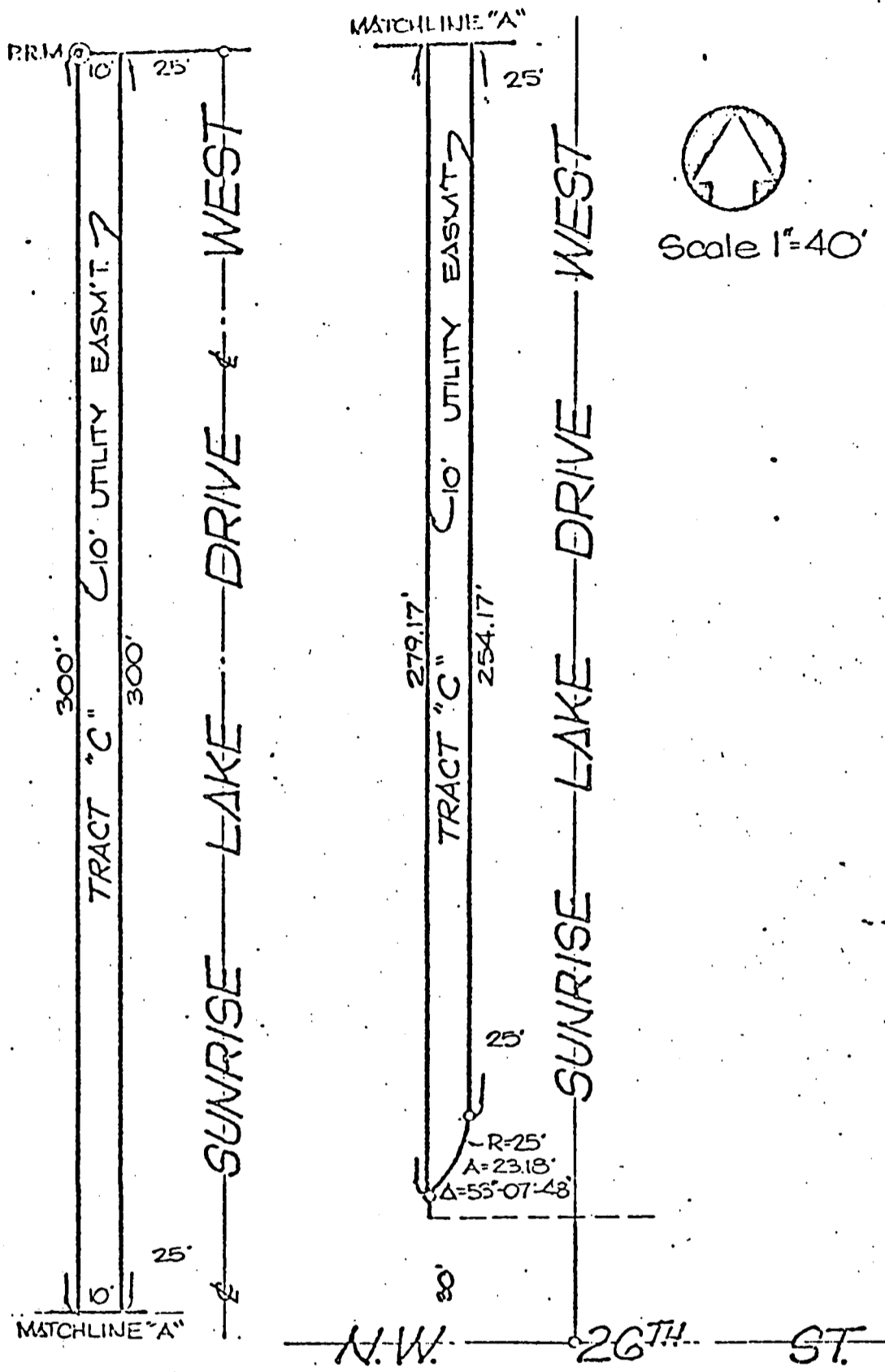
SCHEIDTKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

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LEGAL DESCRIPTION

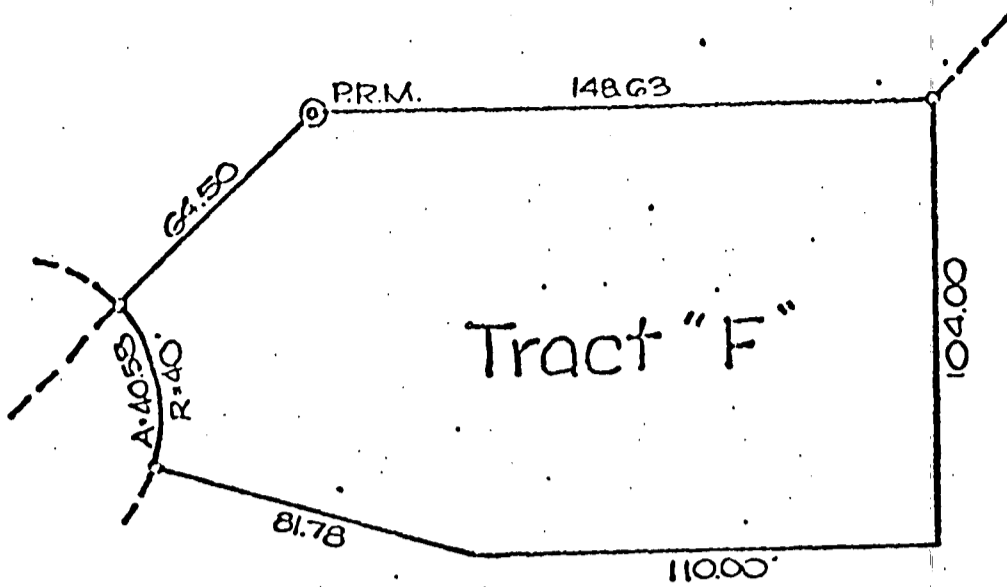
Tract "C", SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida.


ORDER NO: 121377-J *Landscaping* March 1, 1974

-Prepared by-
SCHWEDKE-SHISKIN & ASSOCIATES, INC.
Land Surveyors - Engineers - Land Planners
Miami, Florida

FILED
JUL 78 76
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Plat. 183
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Scale 1"=50'

LEGAL DESCRIPTION

Tract "F", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13, of the Public Records of Broward County, Florida.

ORDER NO: 121377-K

Satellite Pool March 1, 1974

-Prepared by-

SCIMEDKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

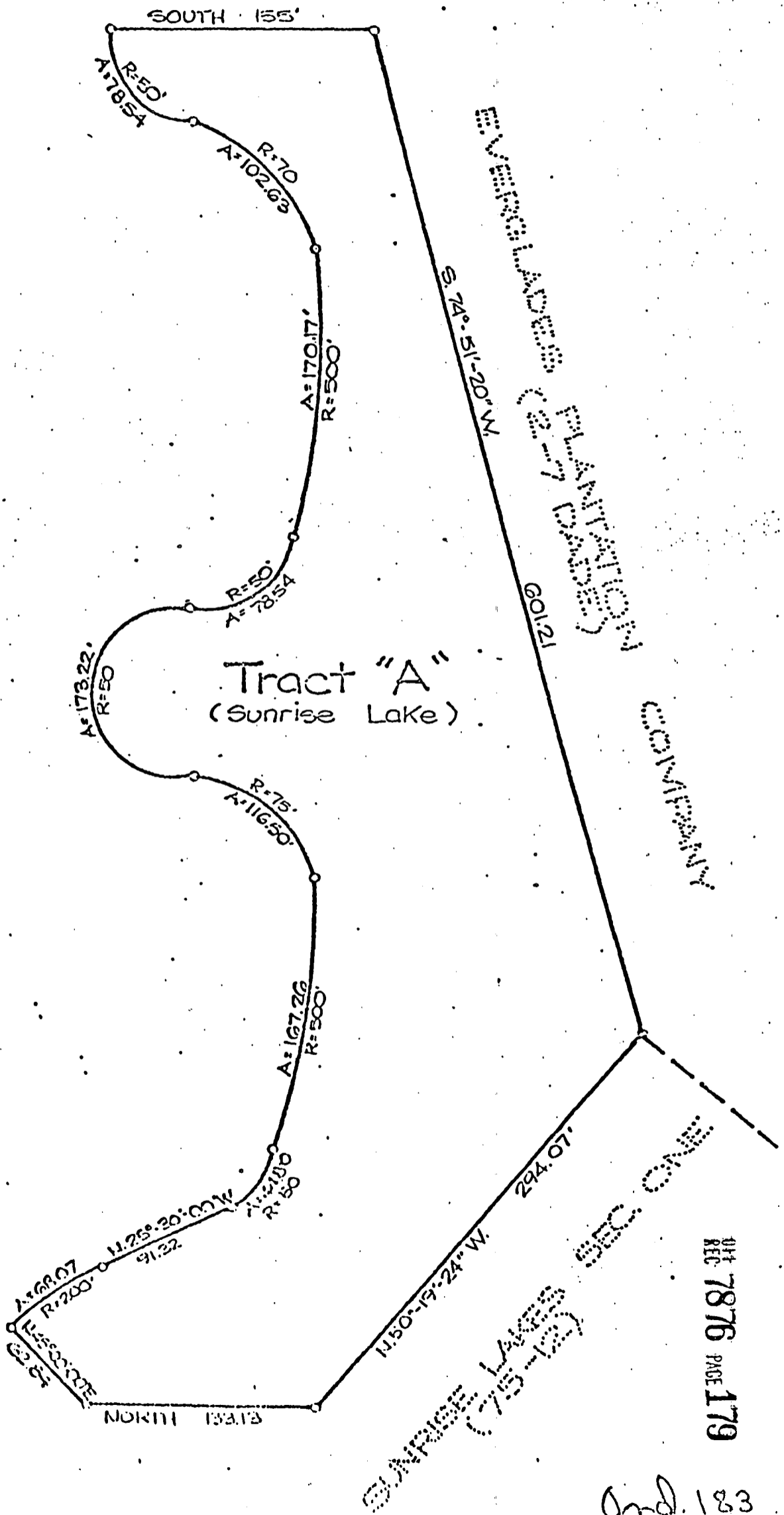
Miami, Florida

REC 7876 PAGE 100

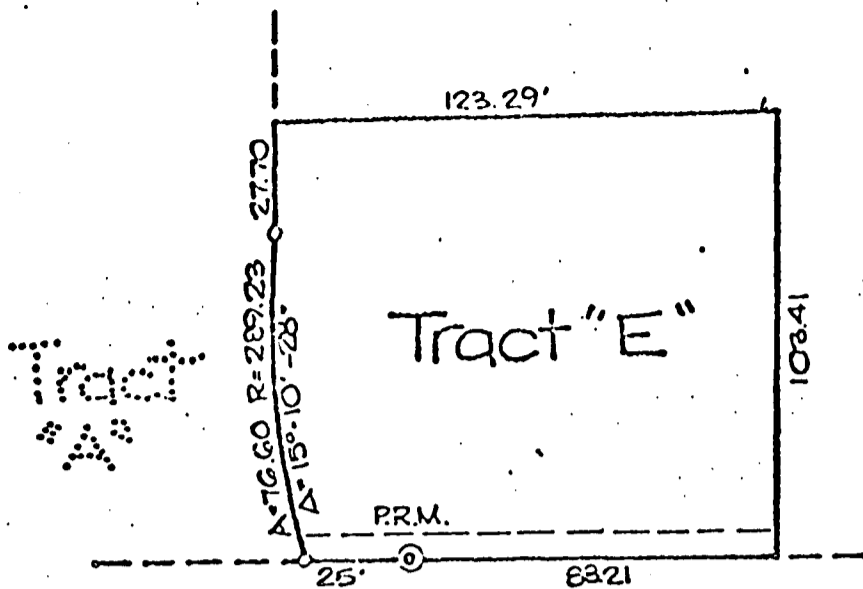
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Scale 1" = 80'



Tract 22



Scale 1"=50'

LEGAL DESCRIPTION

Tract "E", SUNRISE LAKES SECTION FOUR, PART ONE, according to the plat thereof, as recorded in Plat Book 80 at Page 11 of the Public Records of Broward County, Florida.

ORDER NO: 121377-M

Saddle Creek March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

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AGREEMENT OF PURCHASE AND SALE

THIS AGREEMENT entered into this ____ day of _____, 1978 by and between SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT, a special taxing district established by Ordinance ____ of the City of Sunrise, Florida pursuant to Chapter 78-237 of the laws of the State of Florida ("Purchaser") and LEISURE COLONY MANAGEMENT CORP., a Florida corporation ("Seller").

W I T N E S S E T H :

WHEREAS, Seller is the owner of the real property described in Exhibit B, i.e., the Sunrise Lakes Phase I Recreation Facilities, and the personal property located thereon ("Property"); and

WHEREAS, on the ____ day of _____, 1978 the Purchaser passed and adopted Resolution _____, a copy of which is attached as Exhibit A, and which declares the necessity to acquire by eminent domain the Sunrise Lakes Phase I Recreation Facilities as described in such Resolution and directs the City Attorney of the City of Sunrise to take the necessary steps to institute and prosecute eminent domain proceedings; and

WHEREAS, to accomplish the acquisition of the Property, the Purchaser passed and adopted Resolution _____ and _____, copies of which are attached as Exhibits C and D, respectively.

WHEREAS, Seller as a result of the threat of condemnation by Purchaser has agreed to sell to Purchaser the Property and Purchaser desires to purchase the Property; and

NOW, THEREFORE, in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowl-

edged, and the mutual covenants of the parties as hereinafter contained, the parties agree as follows:

1. Recitals.

The foregoing recitations are true and correct and are incorporated herein by reference.

2. Sale of Property.

As a result of the threat of condemnation by Purchaser, Seller agrees to sell to Purchaser and Purchaser agrees to purchase the Property for a purchase price of FOUR MILLION FOUR HUNDRED TWELVE THOUSAND (\$4,412,000.00) DOLLARS to be paid in cash or by cashier's check drawn on a national bank doing business in Broward or Dade County, Florida, which sum shall be paid at closing as hereinafter provided.

3. Title and Conveyance, Assignment, Abstract, No Lien Affidavit and Bill of Sale.

A. Title to the property described in Exhibit B shall be good, marketable and insurable and at closing shall be conveyed to the Purchaser by statutory warranty deed, subject only to the following:

(1) Real estate taxes for the year 1978 and subsequent years.

(2) Restrictions, reservations, conditions, limitations and easements of record, including the matters set forth on the plats of the Property.

(3) The Declarations of Condominium and Exhibits thereto, including but not limited to the Long-Term Leases attached to such Declarations as Exhibit No. 4, and all Amendments to such Declarations for the Condominiums described in Exhibit E hereto.

(4) Articles of Incorporation and By-Laws of Sunrise Lakes Condominium Association Phase 1, Inc.

B. At closing, Seller shall convey to Purchaser all of its right, title and interest as Lessor under the Long-Term Leases attached as Exhibit No. 4 to the Declarations of Condominium for the Condominiums which are situate within the boundaries of the District. The form of assignment is attached as Exhibit F.

C. Purchaser hereby acknowledges receipt of an abstract of title to all of the real property described in Exhibit B which abstract reflects the condition of the title to the Property from the earliest public records through the ____ day of _____, 1978 at _____ A.M. Purchaser has examined the abstract and has approved title.

D. At closing, Seller shall furnish to Purchaser an affidavit stating that there have been no improvements to the Property caused by Seller for a period of ninety (90) day immediately preceding the date of closing, the costs of which remain unpaid, or, if there have been any such improvements caused by Seller within such ninety (90) day period, the Seller shall execute and deliver to Purchaser his affidavit stating that all persons who have furnished labor and/or materials for the improvement of the Property caused by Seller within said ninety (90) day period have been paid in full.

E. Title to the personal property shall be good and marketable and shall be conveyed free and clear of encumbrances by Bill of Sale.

4. Closing.

Subject to the escrow conditions of paragraph 7 of this Agreement, the closing of this Agreement shall be held at the law offices of Abrams, Anton, Robbins, Resnick, Schneider & Mager, P.A., 2021 Tyler Street, Hollywood, Florida, commencing at 10:00 A.M. on the fourth (4th) day

following the issuance of a written final judgment by the Circuit Court of the Seventeenth Judicial Circuit, In and For Broward County, Florida validating the \$4,600,000.00 Public Improvement Bond Anticipation Notes and the \$4,600,000.00 Public Improvement Bonds, unless said fourth day falls on a Saturday or Sunday in which case the closing shall take place on the following Monday or in case said date falls on a holiday in which case said closing shall take place on the following day.

5. Costs and Expenses.

The cost of the documentary stamps to be affixed to the Warranty Deed, surtax, cost of recording the Warranty Deed and the cost of recording any other instruments in connection with this Agreement and the cost of abstracting shall be paid by Purchaser. Additionally, Purchaser shall pay all other costs, expenses, fees, financial advisors' fees, legal fees and printing costs as a result of this transaction, including but not limited to FIVE THOUSAND (\$5,000.00) DOLLARS towards Seller's attorneys' fee for this transaction. In the event this transaction does not close, Purchaser shall not be obligated to pay Seller's attorneys' fee.

6. Conditions Precedent to Seller's Obligation to Close.

The following conditions shall occur and be fully performed prior to the closing on the sale of the Property which closing shall be subject to the escrow conditions provided in this Agreement:

(a) The validation by proper judicial proceedings of the \$4,600,000.00 Public Improvement Bond Anticipation Notes of the Sunrise Lakes Phase I Special Recreation District as such Notes are described in Exhibit ___ and the validation by proper judicial proceedings of the

\$4,600,000.00 Public Improvement Bonds of Sunrise Lakes Phase I Special Recreation District as such Bonds are described in that certain document entitled "Indenture" which is dated as of October 1, 1978, a copy of which is attached as Exhibit ____.

(b) The delivery to Seller of a signed legal opinion of the law firm of Chapman & Cutler, 111 West Monroe Street, Chicago, Illinois, identical to the legal opinion attached as Exhibit ____.

(c) On the date of the closing, Seller shall pursuant to Resolution _____ of Purchaser acquire from Purchaser for the sum of Four Million Six Hundred Thousand (\$4,600,000.00) Dollars, Public Improvement Bond Anticipation Notes of Purchaser in the amount of FOUR MILLION SIX HUNDRED THOUSAND (\$4,600,000.00) DOLLARS as more particularly described in Resolution _____. The proceeds of such Public Improvement Bond Anticipation Notes shall be used as follows: the Purchaser shall immediately subsequent to the receipt of such proceeds pay to Seller FOUR MILLION FOUR HUNDRED TWELVE THOUSAND (\$4,412,000.00) DOLLARS as the purchase price of the Property. Simultaneously with the payment of the purchase price for the Property, Purchaser shall deposit in escrow with _____, as Escrow Agent and Trustee, the sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND (\$188,000.00) DOLLARS, which sum shall be held in escrow and disbursed only in accordance with the terms of paragraph 7 of this Agreement as hereinafter stated.

(d) At the closing on the Property, the Warranty Deed to the Property and an Assignment of Lessor's Interest in Long-Term Leases assigning to the Purchaser all of the Seller's right, title and interest as Lessor in and to the Long-Term Leases attached as Exhibit No. 4 to the

Declarations of Condominium for the Condominiums located within the boundaries of the SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT as such District is described in Ordinance 183 of the City of Sunrise, Florida, a copy of which is attached as Exhibit _____ shall be delivered to _____, as Escrow Agent and Trustee, which Warranty Deed and Assignment shall be held in escrow and released only in accordance with paragraph 7 of this Agreement as hereinafter stated.

7. Escrow Conditions.

The sum of ONE HUNDRED EIGHTY-EIGHT THOUSAND (\$188,000.00) DOLLARS held in escrow and the Warranty Deed and Assignment of Lessor's Interest in Long-Term Leases shall be disbursed and released, to the proper persons or entities, as the case may be, upon the following conditions being met and performed:

(a) The delivery to Seller of a signed legal opinion of the law firm of Chapman & Cutler, 111 West Monroe Street, Chicago, Illinois, identical to the legal opinion attached as Exhibit _____.

(b) The expiration of the period of appeal without challenge to the final judgment validating the \$4,600,000.00 Public Improvement Bond Anticipation Notes and the \$4,600,000.00 Public Improvement Bonds.

(c) The sale, issuance and delivery of the \$4,600,000.00 Public Improvement Bonds of Sunrise Lakes Phase I Special Recreation District which shall occur not later than ninety (90) days after the sale and delivery of the Public Improvement Bond Anticipation Notes as provided in paragraph 6(e) of this Agreement.

(d) The full performance of that certain Agreement of Settlement attached as Exhibit _____ and the approval by the applicable state and federal courts of the

Agreement of Settlement and the dismissal by order of the applicable courts of all state and federal litigation referenced in such Agreement of Settlement with prejudice to all parties thereto.

At such time as the foregoing conditions have been fulfilled and performed the Warranty Deed and Assignment shall be delivered to the Purchaser and the \$188,000.00 shall be disbursed as follows:

(a) FIFTY THOUSAND (\$50,000.00) DOLLARS shall be disbursed to Purchaser for use by Purchaser in acquiring furnishings for certain additional recreation facilities to be constructed within SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT.

(b) THIRTY-EIGHT THOUSAND (\$38,000.00) DOLLARS shall be disbursed to Purchaser to be used to pay expenses incurred by Purchaser with regard to the issuance by Purchaser of the aforesaid Public Improvement Bond Anticipation Notes and a Public Improvement Bond.

(c) ONE HUNDRED THOUSAND (\$100,000.00) DOLLARS shall be paid to _____ as Trustee under the Indenture dated as of the ____ day of _____, 1978, a copy of which is attached as Exhibit __, and such sum shall be deposited by the Trustee to the Bond Reserve Fund as reference in the Indenture.

Seller hereby reserves the right in its sole discretion to waive any of the escrow conditions as provided in this paragraph 7. In the event Seller should decide to waive an escrow condition, such waiver shall be evidenced by a writing acknowledging the waiver and specifying the condition or conditions waived. Copies of such written instrument of waiver shall be delivered to Purchaser in the manner as provided for notices under this Agreement.

8. Failure of Conditions Precedent to Seller's
Obligation to Close or Escrow Conditions.

A. Failure of Conditions Precedent to
Seller's Obligation to Close.

B. Failure of Escrow Conditions.

9. Prohibition Against Assignment.

This Agreement may not be assigned by Purchaser.

10. Escrow Agent and Trustee.

Escrow Agent and Trustee shall maintain in its possession any and all sums and documents delivered to it as Escrow Agent and Trustee pursuant to the terms of this Agreement. The Escrow Agent and Trustee shall be relieved of all liability and held harmless in the event that it makes any disbursement or distribution of funds or delivery of documents in accordance with the provisions of this Agreement. Further, the Escrow Agent and Trustee shall be relieved of any responsibility or liability in connection with the discharge of its duties hereunder provided that it exercises ordinary and reasonable care in the discharge of its duties, and if in doubt as to the return or delivery of any sums of money paid to it under the terms of this Agreement or the disbursements of any of said monies or the

delivery of any documents, the Escrow Agent and Trustee shall file a proper interpleader action in the Circuit Court of the Seventeenth Judicial Circuit, Broward County, Florida and deposit the sums held in escrow or the documents held in escrow in the court registry of the Clerk, Circuit Court Seventeenth Judicial Circuit of Florida, whereupon it shall be relieved and released of any obligations or liabilities under this Agreement.

11. No Real Estate Broker.

Purchaser and Seller each represent to the other that they have not dealt with a real estate broker or salesman in connection with this transaction. The Purchaser represents that the transaction evidenced by this Agreement is as the result of Purchaser threatening condemnation of the Property pursuant to Resolution 78-32-A of the Governing Board of the Sunrise Lakes Phase I Special Recreation District, a copy of which is Exhibit A to this Agreement. If Purchaser has employed a real estate broker or salesman in connection with this transaction, Purchaser shall be liable for any commission due such broker or salesman and Purchaser hereby indemnifies and holds Seller harmless against any claim for a fee or commission by reason of the acts of Purchaser, including any and all court costs and attorneys' fees which Seller may incur by reason of the acts of Purchaser.

12. Notices.

Any and all notices required or permitted hereunder shall be in writing, and, except as may otherwise be provided herein, shall be deemed to be given when mailed, registered or certified mail, return receipt requested, postage prepaid, addressed to the party for whom it is intended as follows:

For Seller: Leisure Colony Management Corp.
Attention: Mr. Alvin Sherman
2514 Hollywood Boulevard
Hollywood, Florida 33020

With copy to: Edward S. Resnick, Esquire
c/o Abrams, Anton, Robbins, Resnick,
Schneider & Mager, P.A.
2021 Tyler Street
P.O. Box 650
Hollywood, Florida 33022

For Purchaser: Sunrise Lakes Phase I Special
Recreation District
Attention: Honorable John Lomelo, Mayor
c/o City of Sunrise
1277 Sunset Strip
Sunrise, Florida 33304

With copy to: Arthur B. Parkhurst, Esquire
c/o Parkhurst, LaHurd & Purdy, P.A.
1177 Southeast Third Avenue
Fort Lauderdale, Florida 33316

13. Governing Law.

This Agreement shall be construed in accordance with the laws of the State of Florida.

14. Entire Agreement.

This Agreement contains the entire agreement between the parties hereto with regard to the subject matter of this Agreement and merges and extinguishes all prior negotiations and understandings between them.

15. Binding Agreement.

This Agreement is binding upon the parties hereto, their successors and assigns.

16. Amendment of Agreement.

No amendment, change, modification or alteration of this Agreement shall be binding upon the parties hereto unless such amendment, change, modification or alteration is set forth in a writing and signed by all of the parties to this Agreement.

17. Counterparts and Paragraph Headings.

This Agreement may be executed in several counterparts, each of which will be deemed an original, but all of which shall constitute but one and the same Agreement. The

section or paragraph headings throughout this Agreement are for convenience and reference only, and the words contained in such paragraph headings shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

18. Future Condominium.

The parties hereto and Sunrise Lakes Condominium Association Phase 1, Inc. acknowledge that W.B. Homes, Inc., a Florida corporation and wholly-owned subsidiary of Development Corporation of America and related or affiliated entity with Seller, as the Developer of what is commonly referred to as Sunrise Lakes Phase 1, has the right to construct on Tract 2, Sunrise Lakes Section One, according to the plat thereof, as recorded in Plat Book 75, at Page 12 of the Public Records of Broward County, Florida, a condominium of not more than thirty-six (36) residential units and that such real property is not improved with a thirty-six (36) residential condominium apartment building as of the date of this Agreement. Accordingly, the Purchaser agrees that until such time as the real property afore-described is improved with a completed residential apartment building and a Declaration of Condominium duly recorded in the Public Records of Broward County, Florida, that W.B. Homes, Inc. shall only be required to pay the fee or charge assessed pursuant to Section 3.F. of the Operating Contract dated the ____ day of _____, 1978, a copy of which is attached hereto as Exhibit _____. The fee or charge assessed W.B. Homes, Inc. during the period that the property is unimproved, i.e. not improved with a completed residential apartment building and not declared condominium, shall be based upon there being thirty-six (36) residential units. W.B. Homes, Inc. during the period that Tract 2 is not improved with a completed residential apartment building

and not declared condominium shall not be required to pay any other charges or fees of any nature for the maintenance of the Purchaser's recreational facilities as defined and referred to in the Operating Contract. At such time as the developer improves the aforescribed real property with a completed residential apartment building and declares such property to be condominium, the fee or charge assessed shall be revised based upon the actual number of units declared condominium and the type of unit and such units shall be treated as all other units in Sunrise Lakes Phase I Special Recreation District.

IN WITNESS WHEREOF, the parties hereto have caused the due execution hereof the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

(As to Purchaser)

SUNRISE LAKES PHASE I
SPECIAL RECREATION DISTRICT

By: _____ (SEAL)
Attest: _____ (SEAL)

(As to Seller)

LEISURE COLONY,
MANAGEMENT CORP.

By: _____ (SEAL)
Attest: _____ (SEAL)

(As to DCA)

DEVELOPMENT CORPORATION
OF AMERICA

By: _____ (SEAL)
Attest: _____ (SEAL)

JOINDER AND CONSENT

The undersigned hereby joins in, acknowledges and consents to the foregoing Agreement of Purchase and Sale, including but not limited to paragraph 18 of the Agreement. The undersigned hereby agrees that it will cooperate with W.B. Homes, Inc. and join in the applicable condominium

documents to be prepared to submit the real property described in paragraph 18 to condominium, and such condominium documents shall include but not be limited to a Declaration of Condominium and such Exhibits thereto as required by W.B. Homes, Inc., a Florida corporation. Further, by the execution of this Joinder, the undersigned agrees to have its attorneys deliver to Seller and Purchaser prior to closing, as the closing date is defined in the Agreement, an opinion of its counsel stating that the undersigned has the right, power and authority to enter into the Operating Agreement dated the ____ day of _____, 1978, a copy of which is attached hereto as Exhibit ____, that the execution of the Operating Agreement was approved by not less than seventy-five (75%) percent of the members of the Board of Directors of the undersigned, that the persons executing the Operating Agreement on behalf of the undersigned have the due and corporate authority to execute the Operating Agreement, and that the Operating Agreement and the terms and provisions therein contained are fully binding upon the undersigned. The form and substance of the opinion of counsel of the attorneys' for the undersigned shall be subject to the approval of the attorneys for the Seller and Purchaser.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal this ____ day of _____, 1978.

Signed, Sealed and Delivered
in the Presence of:

SUNRISE LAKES CONDOMINIUM
ASSOCIATION PHASE 1, INC.,
a Florida corporation not
for profit

By: _____
President

Attest: _____
Secretary

JDK:em
10/23/78

DK: JOEL3

OPERATING CONTRACT

THIS AGREEMENT made in Broward County, Florida, this 22 day of November, 1978, by and between SUNRISE LAKES PHASE I CONDOMINIUM ASSOCIATION, 8100 Sunrise Lakes Drive North, Sunrise, Florida 33322 (hereinafter called the ASSOCIATION) and SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT, a political subdivision of the State of Florida (hereinafter called the DISTRICT),

W I T N E S S E T H:

WHEREAS, pursuant to Ordinance No. 183, adopted by the City Council of the City of Sunrise, Florida, on July 11, 1978 and approved and continued in effect pursuant to a majority of the votes cast at a referendum on August 22, 1978 at which all qualified electors of the DISTRICT were permitted to vote, the DISTRICT has been created and continues in effect; and

WHEREAS, under Article II of said Ordinance No. 183 (which constitutes the charter of said DISTRICT), there has been authorized at said referendum the issuance by the DISTRICT of its general obligation bonds in the aggregate principal amount of \$4,600,000 for the purpose of acquiring recreational facilities within the boundaries of said DISTRICT; and

WHEREAS, the DISTRICT expects to acquire certain recreational facilities with the proceeds of said bonds and desires to have the ASSOCIATION operate, maintain and control said facilities as agent of the DISTRICT and to collect fees and charges for the use and availability of the DISTRICT'S recreational facilities sufficient to pay said bonds as more particularly hereinafter set out, and is authorized to enter into a contract such as this Contract pursuant to Article 7 of said Ordinance No. 183;

NOW, THEREFORE, BE IT AGREED AS FOLLOWS:

Section 1. REPRESENTATIONS. The DISTRICT, as represented by its governing body, namely the City Council of the City of Sunrise, Florida, warrants and guarantees that it has the authority and power to contract on behalf of the DISTRICT in accordance with the powers granted to it by the aforementioned Ordinance No. 183 which is the Charter of the Sunrise Lakes Phase I Special Recreation District.

The ASSOCIATION warrants and represents that it is a Florida not for profit corporation controlled by a majority of the real property owners in said DISTRICT.

Section 2. AGREEMENTS, OBLIGATIONS AND DUTIES OF DISTRICT. The DISTRICT agrees:

- A. Any future changes to its Charter shall not invalidate or change any provisions of this Contract without the written consent of the ASSOCIATION.
- B. Any future amendments to the Charter of the DISTRICT will be voted upon and approved in a referendum election submitted to all of the qualified and registered voters of the DISTRICT as prescribed by Article 10 of said Charter.
- C. Except upon an event of default by the ASSOCIATION hereunder, no contract will be entered into by the DISTRICT with any other party with respect to maintenance, operation and control of the subject recreational facilities, other than with the ASSOCIATION, without the written approval of the ASSOCIATION.

D. The ASSOCIATION shall have the following
rights and powers:

(i) The right to operate, maintain and control the recreational facilities and to make rules or regulations for the use of said facilities.

(ii) The right to acquire, purchase, construct, improve and equip recreational facilities of all types, including real and personal property, within the boundaries of the DISTRICT; such acquisition may be by purchase or gift, provided, however, that no such facilities shall be purchased in a manner which imposes any obligation upon the DISTRICT to pay for the same without express approval of the governing body of the DISTRICT. Title to property acquired by the ASSOCIATION with its own funds or by gift shall remain in the ASSOCIATION; title to property acquired with funds of the DISTRICT shall remain in the DISTRICT.

(iii) The right to establish, charge and collect fees for the use and availability of the subject recreational facilities, as provided in Section 3F hereof.

(iv) The right to charge further fees and charges for the use of the recreational facilities, said further fees and charges to be used to pay expenses of operation, maintenance, repair, replacement and insurance of recreational facilities.

Section 3. AGREEMENTS, OBLIGATIONS AND DUTIES OF

ASSOCIATION. The ASSOCIATION agrees that:

- A. It shall maintain, operate and control any and all facilities owned by the DISTRICT and operate the same for the benefit of the residents of the DISTRICT and their guests.
- B. The ASSOCIATION will procure liability insurance on the facilities in the amount of \$ _____ and will continuously keep said insurance in effect throughout the existence of this Contract.
- C. The ASSOCIATION shall and does hereby indemnify the DISTRICT against all losses incurred in the operation of the facilities and all liabilities, costs and expenses incurred in such operation, whether occasioned by contract, tort or otherwise.
- D. The ASSOCIATION shall adopt and enforce rules and regulations for the use of the subject recreational facilities, and copies of all rules and regulations promulgated by the ASSOCIATION, including those with respect to fees and charges, shall be made available to the DISTRICT upon their adoption.
- E. The ASSOCIATION shall employ all personnel deemed necessary for the operation and maintenance of the facilities of the DISTRICT and all persons handling funds shall be bonded.
- F. The ASSOCIATION shall, as agent of the DISTRICT, impose and collect fees and charges for the use and availability of the facilities of the DISTRICT. Such fees and charges shall be apportioned among the property owners of the DISTRICT on the basis that the owner of each residential unit shall pay, on account of that unit, the same amount as the

owner of every other residential unit in the DISTRICT; provided that such payments may be made monthly, annually or in one lump sum, at the option of the property owner. The aggregate amount of such payments shall not exceed the amount necessary to pay principal of and interest on the bonds of the DISTRICT.

G. In addition, the ASSOCIATION agrees to set, impose and collect fees and charges for the use of the recreational facilities sufficient to pay expenses of operation, maintenance and insurance of the facilities. In this regard and for these purposes, the ASSOCIATION may set up bank accounts, both checking and savings, employ personnel and pay their salaries, and purchase equipment for use in and around the facilities.

H. All fees and charges collected by the ASSOCIATION which are collected under paragraph F. above for the use and availability of the recreational facilities shall be deemed designated for the payment of principal of and interest on the Bonds, shall be collected by the ASSOCIATION as agent of the DISTRICT and shall be paid over by the ASSOCIATION to the governing body of the DISTRICT at the office of the Trustee under the Indenture securing the Bonds (the "Indenture"), or elsewhere as may be permitted by said Indenture, for deposit into the fund from which the Bonds of the DISTRICT are payable. The ASSOCIATION shall pursue all legal

measures necessary and appropriate to collect such fees and charges.

- I. The ASSOCIATION shall make monthly reports to the DISTRICT which reports shall incorporate any and all reports required to be made by the DISTRICT to the Trustee under the Indenture and further, where appropriate, give a detailed statement of measures taken to enforce collections.

Section 4. SPECIAL PROVISIONS RELATING TO FEES, CHARGES

AND BONDS. The parties hereto agree as follows:

- A., That the fees and charges to be collected under paragraph F of Section 3 above shall not exceed \$26.00 per month per unit; provided that in case the owner or owners of one or more units shall fail to pay promptly the amount of such charges when due, then in order to provide the funds sufficient to meet such deficiency, the ASSOCIATION may either apply its own funds or impose temporary additional charges.
- B. That the DISTRICT shall not issue any bonds or other obligations payable from the revenues to be derived from the use, availability or operation of the facilities which are the subject of this Contract except pursuant to approval by a majority of the votes cast at a referendum at which all qualified registered electors of the DISTRICT may vote.

Section 5. DEFAULT PROVISIONS.

- A. The ASSOCIATION shall be deemed to be in default hereunder when any of the following shall occur and subsist:

1. The ASSOCIATION shall fail diligently to collect and pay over to the DISTRICT the sums specified in paragraph F of Section 3 hereof and such failure shall continue for 30 days after notice thereof shall have been given in writing by the DISTRICT or by the Trustee under the Indenture.
2. Default shall be made by the ASSOCIATION in the performance of any other obligation hereunder within 30 days after receipt of written notice specifying such default and demanding that it be remedied; provided that if such default be not capable of being corrected within said period, then the ASSOCIATION shall be in default hereunder only if and when, following such notice, it fails diligently to attempt to remedy such default.
3. The DISTRICT shall cease to be controlled by a majority of the real property owners in the DISTRICT as required by Article 7 of the Charter of the DISTRICT.
4. The ASSOCIATION shall (i) admit in writing its inability to pay its debts generally as they become due, (ii) file a petition in bankruptcy or take advantage of any law for the relief of insolvent creditors, (iii) make an assignment for the benefit of its creditors, (iv) consent to the appointment of a receiver of itself or of the whole or any substantial part of its

property, or (v) be adjudged a bankrupt or (vi) fail to have vacated or set aside or stayed within 60 days from the date of entry thereof, any appointment of a receiver of the ASSOCIATION or all or a substantial part of its property, or approval of a petition seeking reorganization of the ASSOCIATION under federal bankruptcy laws or other applicable federal or Florida laws, or (vii) assign or attempt to assign any of its rights, powers and duties hereunder to any other person, firm or corporation without the express written consent of the DISTRICT. Upon the occurring of any such events (hereinafter called "Events of Default") and the continuation thereof, the DISTRICT may, whether with or without consent of the Trustee under the Indenture, by written notice to the ASSOCIATION take one or more of the following steps: (a) declare this Contract to be terminated and thereupon terminate the right of the ASSOCIATION to operate, maintain, control or collect fees and charges with respect to the facilities; (b) seek to compel performance of the ASSOCIATION'S duties and responsibilities hereunder through mandamus, injunction, suit for damages or any other legal proceeding available whether at law or in equity, and (c) obtain an accounting from the ASSOCIATION for all funds collected by the ASSOCIATION with respect to the facilities, whether under paragraph F or G of Section 3 hereof.

B. If the DISTRICT shall perform any of the acts of insolvency or bankruptcy mentioned in clauses (i) through (vi) of paragraph A above, or shall sell or otherwise dispose of title to the facilities, then such action shall constitute an Event of Default by the DISTRICT hereunder. So long as any such Event of Default by the DISTRICT is subsisting hereunder, the ASSOCIATION may take advantage of any legally available remedy to mitigate or prevent or obtain recompense for damages which it shall incur but shall not have any right to withhold payments of money collected under Section 3F above for deposit in the Bond Fund, and such moneys shall not be subject to setoff or counterclaim by the ASSOCIATION in any dispute with the DISTRICT.

Section 6. EFFECTIVE DATE AND DURATION OF CONTRACT.

This Contract shall become effective on the date of the acquisition of the recreational facilities by the DISTRICT and continue until _____, 20__.

Section 7. RIGHTS OF TRUSTEE; AMENDMENT. The parties

recognize that the moneys to be collected by the ASSOCIATION under paragraph F of Section 3 hereof are to be deemed collections made by the DISTRICT through the ASSOCIATION as its agent, and such collections shall be held in trust by the ASSOCIATION and the DISTRICT and the Trustee under the Indenture for the benefit of the holders of such bonds as may from time to time be outstanding thereunder. Said Trustee shall have the right to enforce the provisions of this Contract against the ASSOCIATION and the DISTRICT to the extent prescribed by the Indenture but shall have no right

whatsoever to prevent the parties hereto from amending this Contract by consent of said parties alone even though such amendment may have the effect of reducing or eliminating the amount of fees and charges to be collected hereunder, it being understood that if and whenever the payments to the Trustee shall be insufficient to meet the requirements of the Indenture as provided therein, the Bonds are to be paid from taxes to be levied and collected on all property in the DISTRICT taxable for the payment thereof, and that the payments hereinabove required are intended solely to make it unnecessary for such taxes to be actually collected.

IN WITNESS WHEREOF, the parties hereto have signed and sealed these presents the day and year first above written.

SUNRISE LAKES PHASE I CONDOMINIUM ASSOCIATION

(SEAL)

By Ralph Furcht

ATTEST:

Margaret Klenas

THE SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT

(SEAL)

By Lawrence Hoffman
Lawrence Hoffman, Acting Mayor

ATTEST:

Robert Klenas

MWM:mcm
9-6-78

APPROVED BY:

John Lomelo, Jr.
John Lomelo, Jr., Mayor

-10-

CERTIFICATION

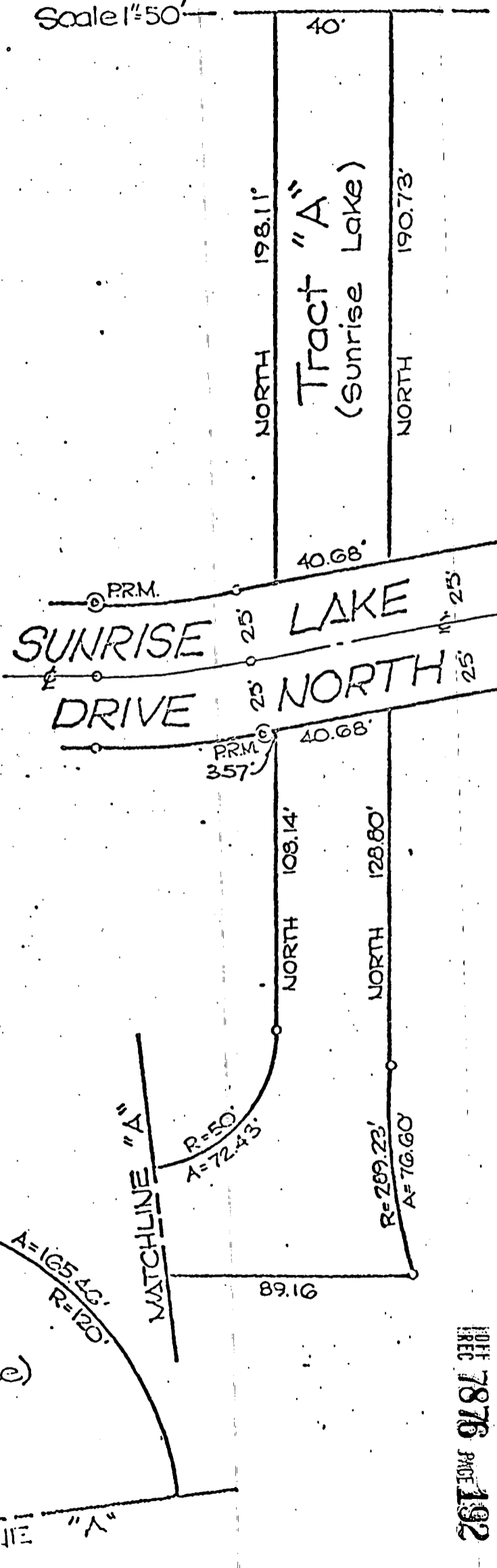
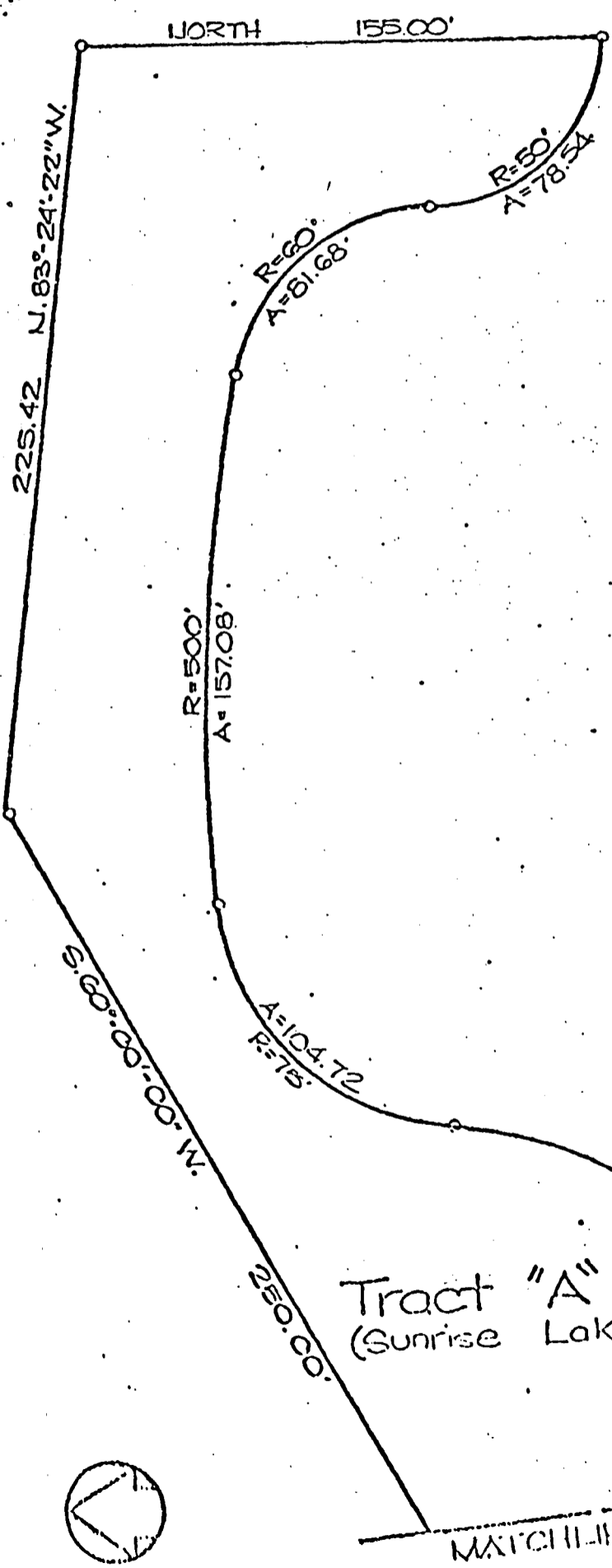
I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.
WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24 DAY OF December 1978.
Robert Klenas
CITY CLERK

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.
WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 8th DAY OF Dec 1978.
Susan Mumby
CLERK



Scale 1"=50'



Scale 1"=50'

Ord. 183

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART ONE, according to the plat thereof, as recorded in Plat Book 80 at Page 11 of the Public Records of Broward County, Florida.

ORDER NO: 121377-L *Lake*

March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

DEF 7876 PAGE 193

PAGE 193

LEGAL DESCRIPTION

Tract C, SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-N *Landscaping* March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

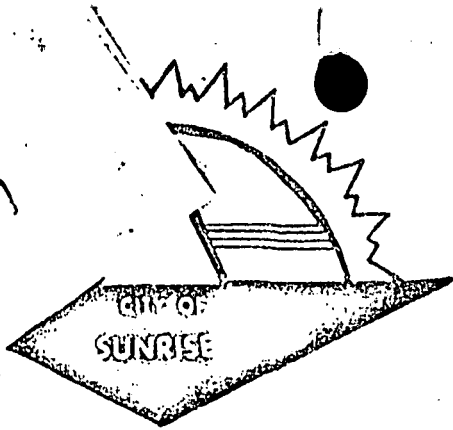
Land Surveyors - Engineers - Land Planners

Miami, Florida

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
R. R. KAUTH
ACTING COUNTY ADMINISTRATOR

REC 7876 PAGE 194

PAGE 16
Ord. 183



1277 SUNSET STRIP
SUNRISE, FLORIDA 33313
587-5024

MAYOR
John Lomelo, Jr.

CITY COUNCIL
Mrs. Pat Brown, President
John E. Montgomery, V. Pres.
C. Murray Gold
Lawrence Hoffman
Walter R. Shaw

EXECUTIVE ASSISTANT
Anne Marie Labelle

DIR. OF PUBLIC WORKS
Lou Perrotti

CITY ATTORNEY
Arthur B. Parkhurst

CITY ENGINEER
Philip F. Weiss, P.E.

CITY CLERK
Robert N. Clark

CHIEF OF POLICE
Edward B. Patten, Jr.

CHIEF OF FIRE DEPT.
George Tillinghast

December 8, 1978

A. B. Parkhurst
1177 S. E. 3th Avenue
Ft. Lauderdale, Fla. 33316

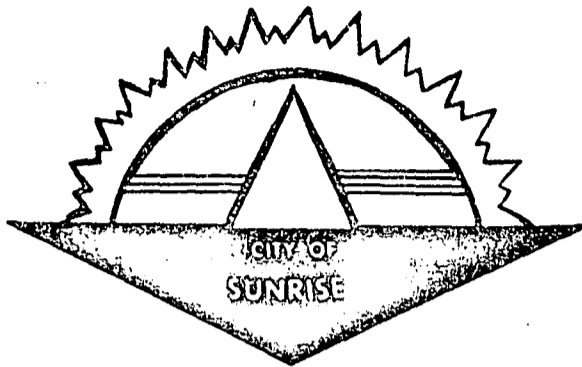
Dear Mr. Parkhurst:

Attached herewith for your files is a certified copy of the Minutes of the Referendum election held on November 21, 1978.

Yours truly,

Dolores Pierce
City Clerk Office

dp/enc.



1277 SUNSET STRIP
SUNRISE, FLORIDA 33313
587-5024

MAYOR

John Lomelo, Jr.

December 8, 1978

CITY COUNCIL

Mrs. Pat Brown, President
John E. Montgomery, V. Pres.
C. Murray Gold
Lawrence Hoffman
Walter R. Shaw

Department of Community Affairs
The Capitol
Tallahassee, Florida 32304

EXECUTIVE ASSISTANT

Anne Marie Labelle

DIR. OF PUBLIC WORKS

Lou Perrotti

CITY ATTORNEY

Arthur B. Parkhurst

CITY ENGINEER

Philip F. Weiss, P.E.

CITY CLERK

Robert N. Clark

CHIEF OF POLICE

Edward B. Patten, Jr.

CHIEF OF FIRE DEPT.

George Tillinghast

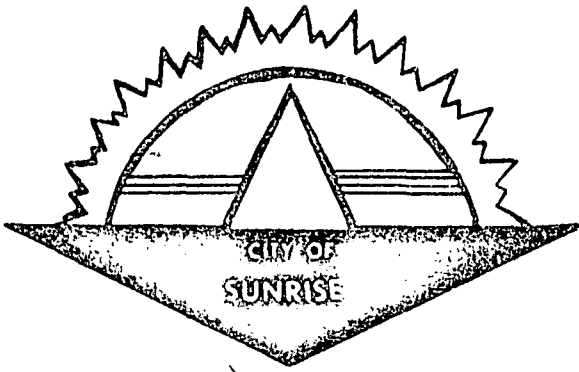
Gentlemen:

Attached herewith for your files is a certified copy of Ordinance No. 183-A, certified copy of Minutes, certified copies of Resolution No. 78-87, Resolution No. 78-141, Resolution No. 78-142, and certified copy of official results of Referendum election held on November 21, 1978.

Very truly yours,

Robert N. Clark
City Clerk

dp/encs.



1277 SUNSET STRIP
SUNRISE, FLORIDA 33313
587-5024

MAYOR

John Lomelo, Jr.

EXECUTIVE ASSISTANT

Anne Marie Labelle

DIR. OF PUBLIC WORKS

Lou Perrotti

CITY COUNCIL

Walter R. Shaw, President
Lawrence Hoffman, V. Pres.
Mrs. Pat Brown
C. Murray Gold
John E. Montgomery

CITY ATTORNEY

Arthur B. Parkhurst

CITY ENGINEER

Philip F. Weiss, P.E.

CITY CLERK

Robert N. Clark

CHIEF OF POLICE

Edward B. Patten, Jr.

CHIEF OF FIRE DEPT.

John Komasa

December 8, 1978

Department of Finance
Broward County
Room 520
Fort Lauderdale, Fla. 33301

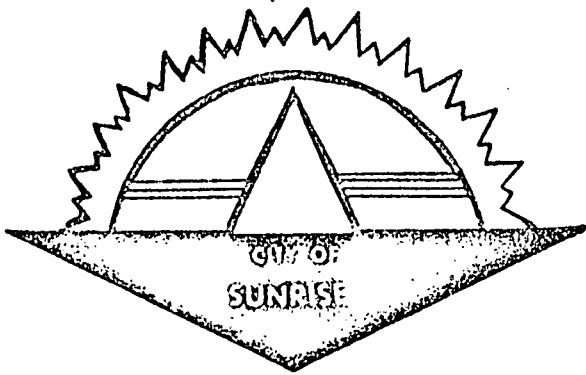
Dear Mr. Max Bohnstedt:

Attached herewith for your files is a certified copy of Ordinance No. 183-A, certified copy of Minutes, certified copies of Resolution No. 78-87, Resolution No. 78-141, Resolution No. 78-142, and certified copy of official results of Referendum election held on November 21, 1978.

Very truly yours,

Robert N. Clark
City Clerk

dp/encs.



1277 SUNSET STRIP
SUNRISE, FLORIDA 33313
587-5024

MAYOR

John Lomelo, Jr.

EXECUTIVE ASSISTANT

Anne Marie Labelle

DIR. OF PUBLIC WORKS

Lou Perrotti

CITY COUNCIL

Walter R. Shaw, President
Lawrence Hoffman, V. Pres.
Mrs. Pat Brown
C. Murray Gold
John E. Montgomery

Department of State
Office of the Secretary of State
The Capitol
Tallahassee, Florida 32304

December 8, 1978

CITY ATTORNEY

Arthur B. Parkhurst

CITY ENGINEER

Philip F. Weiss, P.E.

CITY CLERK

Robert N. Clark

CHIEF OF POLICE

Edward B. Patten, Jr.

CHIEF OF FIRE DEPT.

John Komasa

Gentlemen:

Attached herewith for your files is certified copy of Ordinance No. 183-A, certified copy of Minutes, certified copies of Resolution No. 78-87-A, Res. 78-141, Resolution No. 78-142, and certified copy of official results of Referendum election held on November 21, 1978.

Very truly yours,

Robert N. Clark
City Clerk

dp/encs.

PROPOSITION ON ORDINANCE

Shall Ordinance No. 183, as amended and re-enacted by Ordinance No. 183-A, establishing and granting the charter of Sunrise Lakes Phase I Special Recreation District be approved and continue in effect?

- FOR
- AGAINST

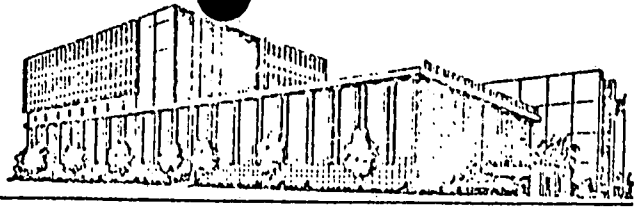
PROPOSITION ON BONDS

Shall Sunrise Lakes Phase I Special Recreation District issue \$4,600,000 bonds of said District, bearing interest at the rate of seven and one-half percent (7½%) per annum or less, for the purpose of acquiring recreational facilities within the boundaries of said District, such bonds to be payable from and secured by a tax on all property in said District taxable for such purpose?

- FOR BONDS
- AGAINST BONDS

CITY OF SUNRISE

FORT LAUDERDALE NEWS



November 20, 1978

TO WHOM IT MAY CONCERN:

This is to certify that a 2 column x 3½ inches advertisement did appear in the Fort Lauderdale News, Friday, November 10, 1978 for the City of Sunrise concerning the Ordinance No. 183-A.

Wayne H. Goltz
 Wayne H. Goltz
 Assistant Manager
 Retail Advertising

WHG/df

STATE OF Florida
 County of Broward

Sworn to and subscribed before me this 21 day of December 1978.
 In Testimony whereof I have set my hand and seal the day and year aforesaid.

M. R. ...
 Notary Public

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES APR 10 1981
 BONDED FROM GENERAL INS. COMPANY 11/77

*Mr. G. J. ...
 Mr. ...
 11/24/78
 Jim*

CERTIFICATION
 I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.
 WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 8th DAY OF Dec 19 78.
Susan Mumbly
 Deputy Clerk

CERTIFICATION
 I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.
 WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24 DAY OF Nov 19 78.
Robert ...
 CITY CLERK

Received of Bill R. Kosec

City of Sunrise, Broward County, Florida, copy of

Ordinance No. 183-A, this 16 day of November, 1978,

in accordance with Chapter 78-237, Laws of Florida, 1978,
(Senate Bill No. 803).

Rea Puland
Appraiser's Office
Room #233

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF SUNRISE THIS 8th DAY
OF Dec. 19 78.

Susan J. Mumby
Deputy Clerk

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF SUNRISE THIS 24 DAY
OF Jan. 19 78.

Robert Cloud
CITY CLERK

*Copy given
Mr. Carls
11/24/78
jim*

M City Clerk Office

OFFICE USE ONLY

Finance Department
RECORDING DIVISION
Broward County Courthouse
P.O. Box 14668
Fort Lauderdale, Florida 33302
DATE _____ 19 _____

RECEIVED FOR RECORD
FILE # _____

70 00000	<u>Oldmanic # 183-A</u>	<u>Per</u>	\$ <u>175</u>	<u>00</u>
			\$	
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			\$	
			\$	



*Orig given
Mrs. [unclear]
11/24/78
RJM*

CERTIFICATION
I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.
WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF SUNRISE THIS 24 DAY
OF Nov 19 78
[Signature]
CITY CLERK

CERTIFICATION
I CERTIFY THIS TO BE A TRUE & CORRECT
COPY OF THE ORIGINAL DOCUMENT ON
FILE AT CITY HALL.
WITNESS MY HAND AND OFFICIAL SEAL OF
THE CITY OF SUNRISE THIS 24 DAY
OF Dec 19 78
[Signature]
Deputy CLERK

**OFFICIAL BALLOT—SPECIAL REFERENDUM ELECTION
FOR SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT
CITY OF SUNRISE
NOVEMBER 21, 1978**

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PROPOSITION ORDINANCE

Shall Ordinance No. 183, as amended and re-enacted by Ordinance No. 183-A, establishing and granting the charter of Sunrise Lakes Phase I Special Recreation District be approved and continue in effect?

FOR	5	→
AGAINST	6	→

PROPOSITION ON BONDS

Shall Sunrise Lakes Phase I Special Recreation District issue \$4,600,000 bonds of said District, bearing interest at the rate of seven and one-half percent (7-1/2%) per annum or less, for the purpose of acquiring recreational facilities within the boundaries of said District, such bonds to be payable from and secured by a tax on all property in said District taxable for such purpose?

FOR BONDS	12	→
AGAINST BONDS	13	→

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24 DAY OF Nov 19 78.

Robert C. ...
CITY CLERK

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 8th DAY OF Dec 19 78.

Susan J. Mumby
Deputy Clerk

Handwritten notes:
Amy Owen
11/24/78
Jim

CITY OF SUNRISE
REFERENDUM ELECTION

WE HEREBY CERTIFY THE FOLLOWING RESULTS FROM THE SPECIAL REFERENDUM ELECTION FOR SUNRISE LAKES PHASE 1 SPECIAL RECREATION DISTRICT. NOVEMBER 21, 1978.

PROPOSITION ORDINANCE

TOTAL BALLOTS CAST:	1192	
FOR received	1099	VOTES:
AGAINST received	79	VOTES.

PROPOSITION ON BONDS

FOR BONDS received	1072	VOTES.
AGAINST BONDS received	82	VOTES.

BROWARD COUNTY CANVASSING BOARD

Pamela W. Coakley
 COUNTY JUDGE

Jack Moss
 SUPERVISOR OF ELECTIONS

Herold F. Amos
 COUNTY COMMISSIONER

*orig given
 MAJ [unclear]
 11/24/78
 [unclear]*

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24 DAY

OF Nov 1978
Robert Clark
 CITY CLERK

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24 DAY

OF Dec 1978
Susan J. Menden
 Deputy Clerk

ELECTION

OFFICIAL BALLOT-SPECIAL REFERENDUM ELECTION
SUNRISE LAKES PHASE I SPECIAL RECREATION DISTRICT
CITY OF SUNRISE
NOVEMBER 21, 1978

VOTING
POSITION

Patricia W. Coakley

PRECINCT REPORTING AB

PRECINCT 02

BALLOTS CAST

14

POSN COUNT

PROPOSITION ORDINANCE	
FOR	5
AGAINST	6
PROPOSITION ON BONDS	
FOR BONDS	12
AGAINST BONDS	13

5	14	1
6	0	
12	14	
13	0	

James Moss
Paul F. Mark

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 21st DAY OF NOVEMBER 1978

Robert Coakley
City Clerk

Patricia W. Coakley
11/24/78

CERTIFICATION

I CERTIFY THIS TO BE A TRUE & CORRECT COPY OF THE ORIGINAL DOCUMENT ON FILE AT CITY HALL.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF SUNRISE THIS 24th DAY OF DEC 1978

Susan J. Mundy
Deputy Clerk

DEVELOPMENT CORPORATION OF AMERICA

2314 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

PHONE: (305) 920-8800

MEMORANDUM

DATE: January 2, 1974

TO: A. Sherman

FROM: Bruce Greenbaum

Regarding information you requested for Sunrise Lakes recreation facilities:

Acreage

Phase I	Major recreation facility, including tennis courts	1.69
	Roadway Circle	.41
	Three satellite recreation areas	.81
	Lake area	13.69

PAGE 2

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION THREE, according to the plat thereof, as recorded in Plat Book 78 at Page 4 of the Public Records of Broward County, Florida.

ORDER NO: 121377-A

Lake

March 1, 1974

-Prepared by-

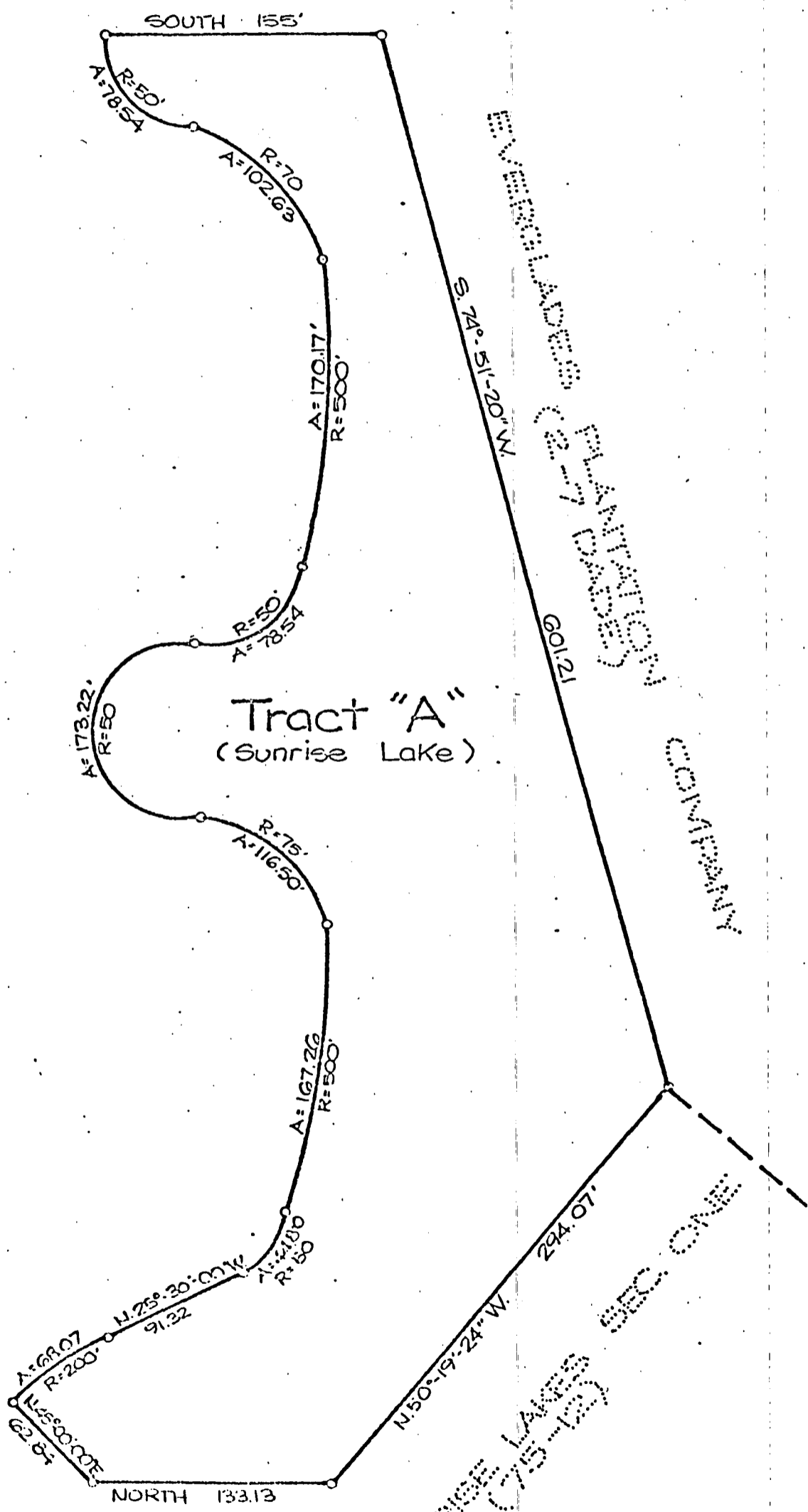
SCHWEBKE-SHISKIN & ASSOCIATES, INC.
Land Surveyors - Engineers - Land Planners
Miami, Florida

PAGE 3

SUNRISE LAKES SEC 1
(78-4)



Scale 1"=80'



SUNRISE LAKES SEC. ONE
(78-12)

SUNRISE LAKES
SEC. TWO
(77-18)

Tract "A"
(Sunrise Lake)



Scale 1"=100'

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13 of the Public Records of Broward County, Florida.

ORDER NO: 121377-B March 1, 1974

Lake

-Prepared by-

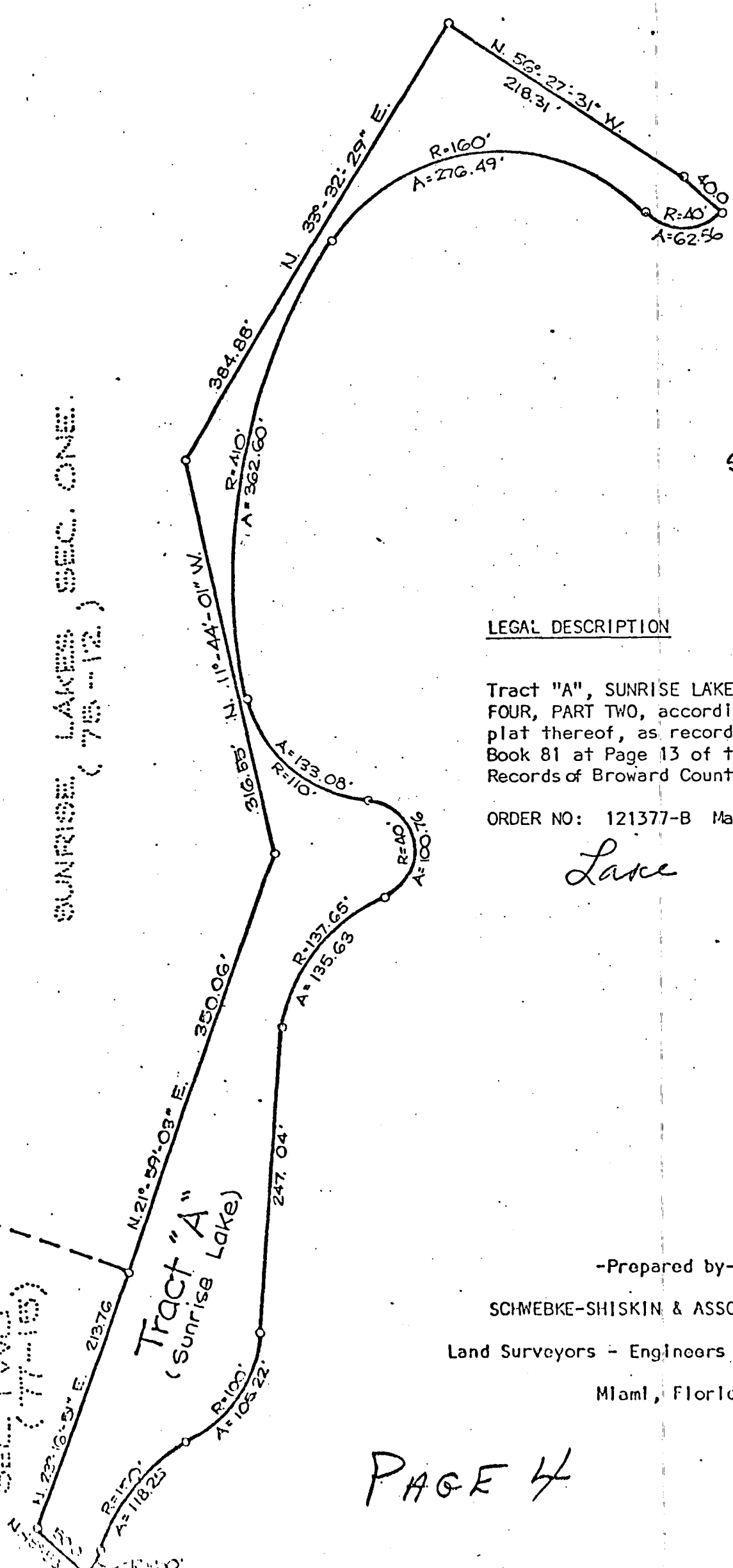
SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

PAGE 4

Ord. 183



LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13 of the Public Records of Broward County, Florida.

ORDER NO: 121377-C

Lake

March 1, 1974

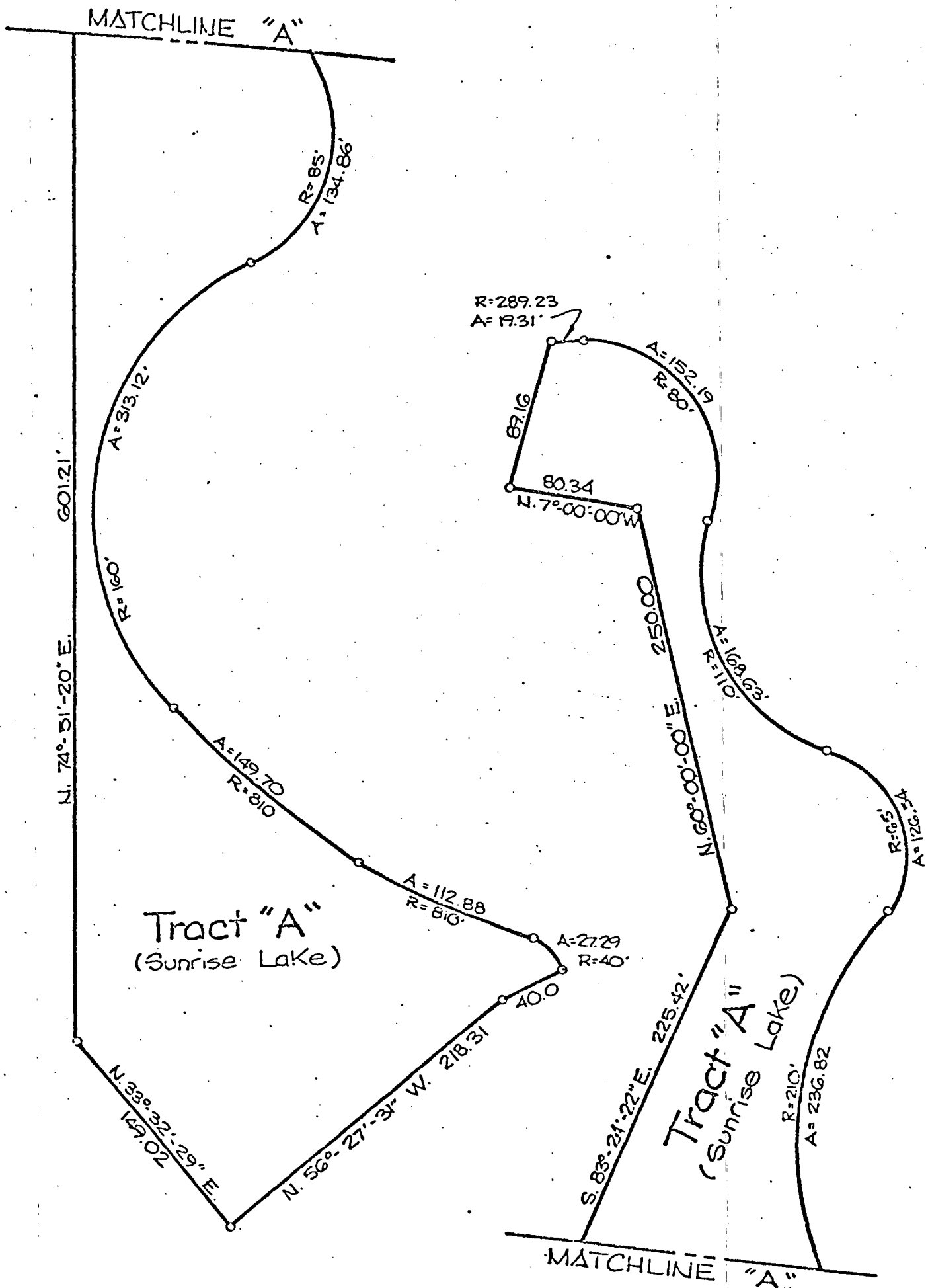
-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

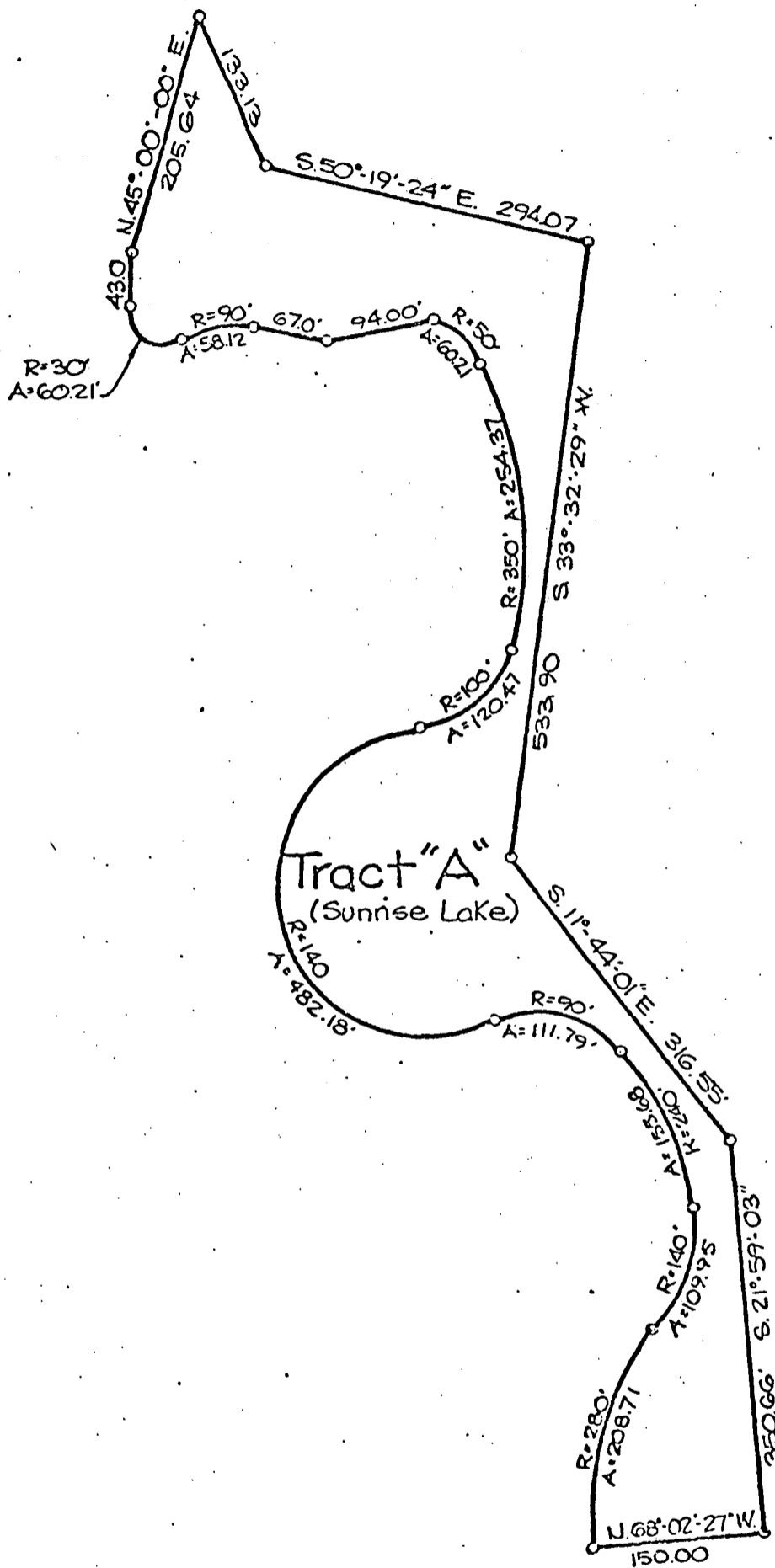
Land Surveyors - Engineers - Land Planners

Miami, Florida

PAGE 5



Scale 1"=80'



Scale 1"=150'

Tract "A"
 (Sunrise Lake)

LEGAL DESCRIPTION:

Tract "A", SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-D *Lake*

March 1, 1974

-Prepared by-

SCHNEBKE-SHISKIN & ASSOCIATES, INC.

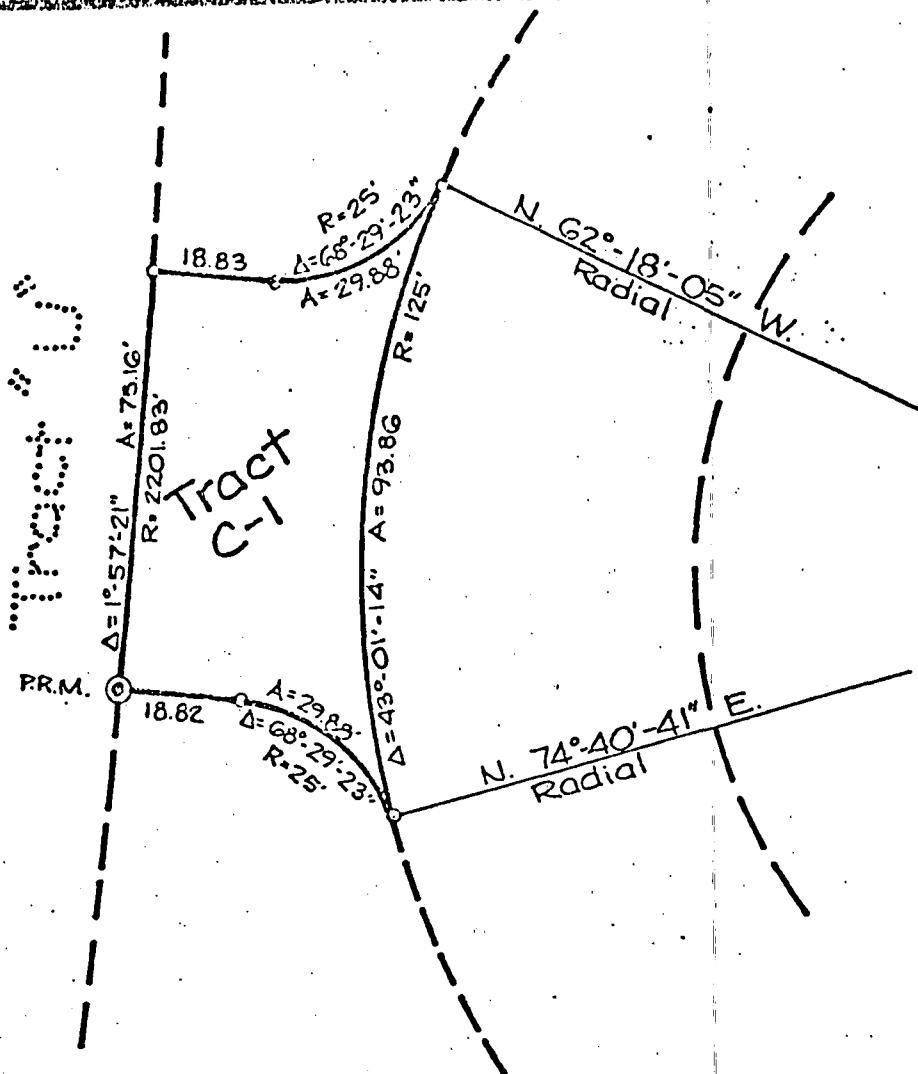
Land Surveyors - Engineers - Land Planners

Miami, Florida

Ord. 183
 PAGE 6



Scale 1"=30'



LEGAL DESCRIPTION

Tract C-1, SUNRISE UNIVERSITY COMMERCIAL SECTION, according to the plat thereof, as recorded in Plat Book 81 at Page 42 of the Public Records of Broward County, Florida.

ORDER NO: 121377-E

March 1, 1974

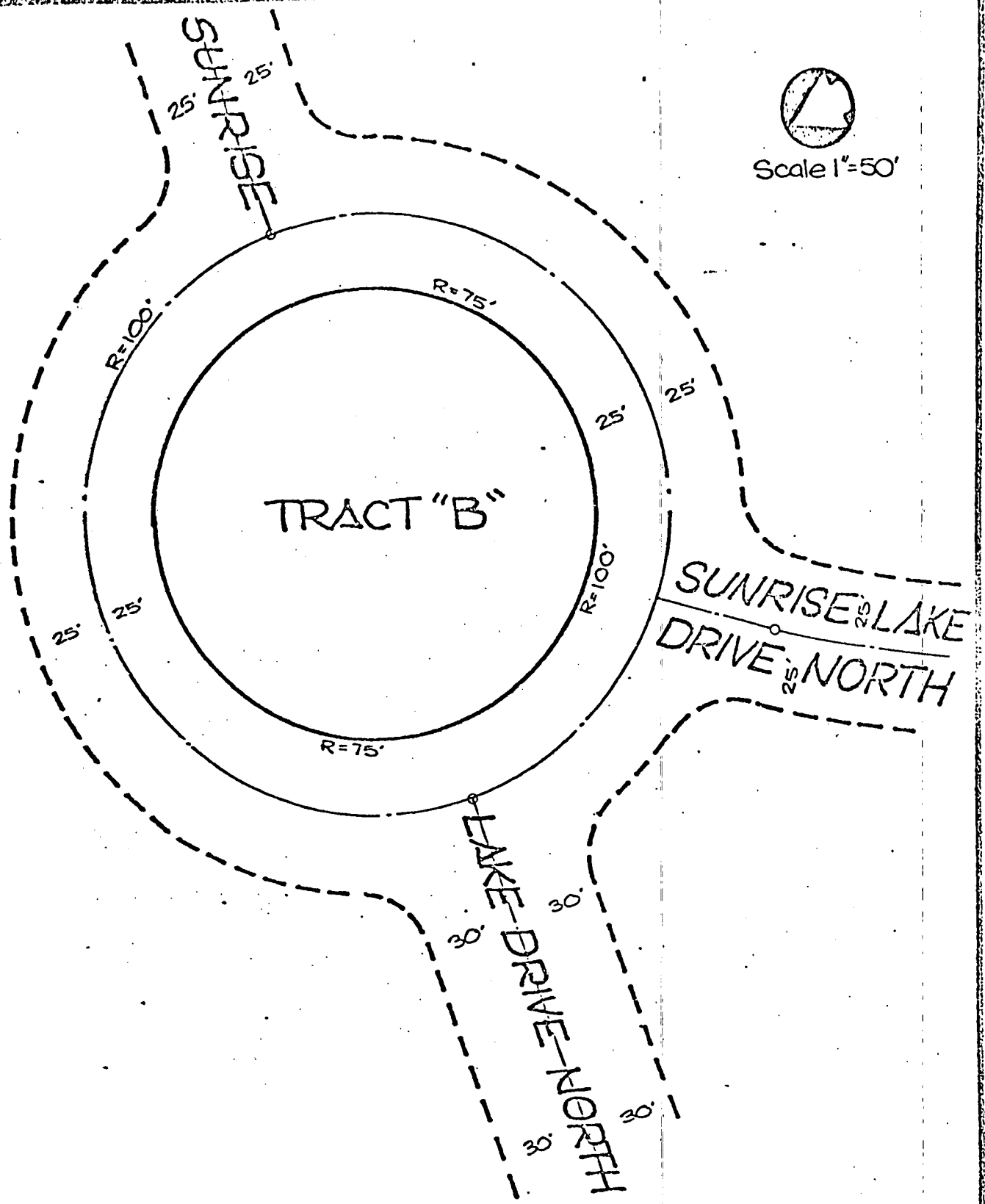
Landscaping

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida



LEGAL DESCRIPTION

Tract B, SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-F

February 28, 1974

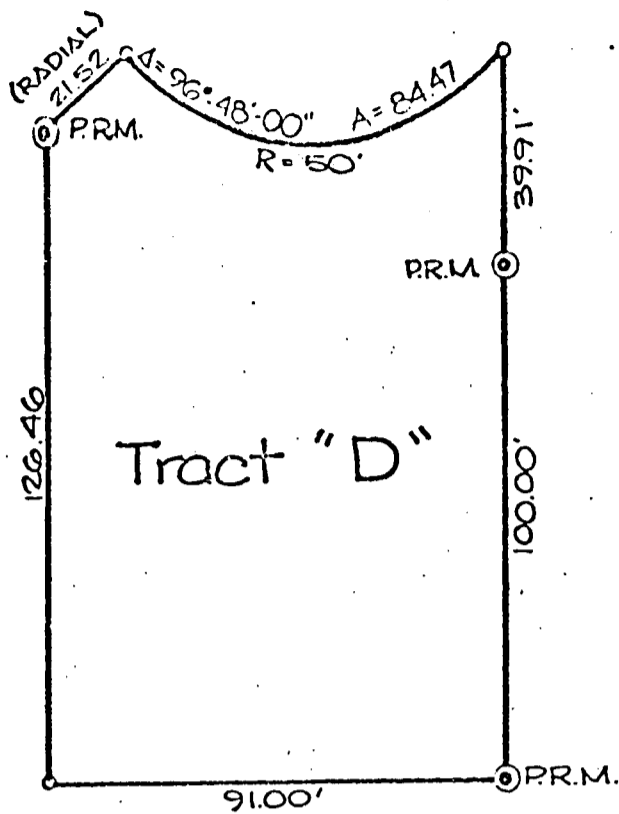
Landscaping

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida



Scale 1"=40'

LEGAL DESCRIPTION

Tract D, SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida

ORDER NO: 121377-G

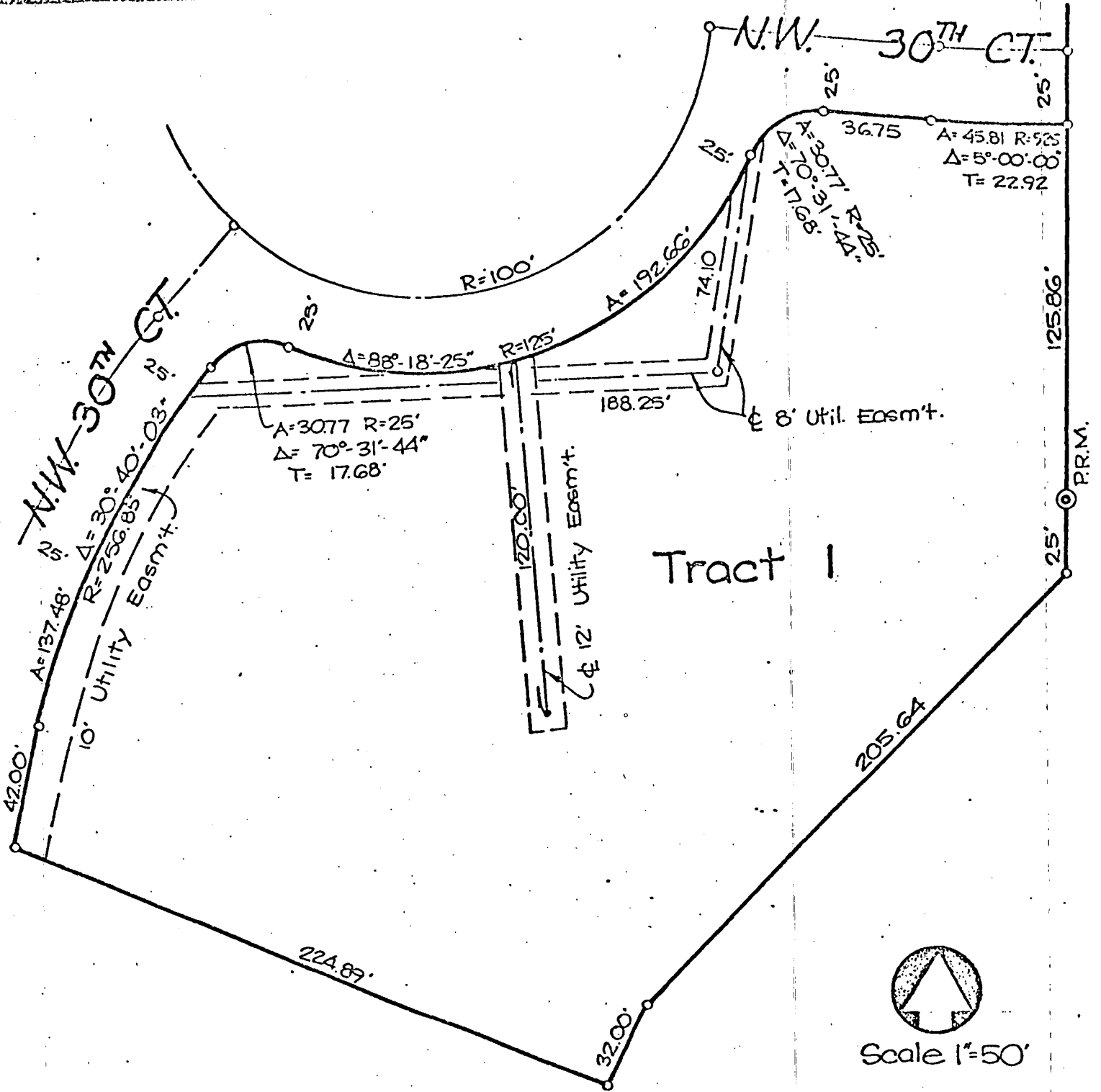
Asst. to Pool March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida



LEGAL DESCRIPTION

Tract "I", SUNRISE LAKES SECTION ONE, according to the plat thereof, as recorded in Plat Book 75 at Page 12 of the Public Records of Broward County, Florida.

ORDER NO: 121377-H

Major Rec.

March 1, 1974

-Prepared by-

SCHEWKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

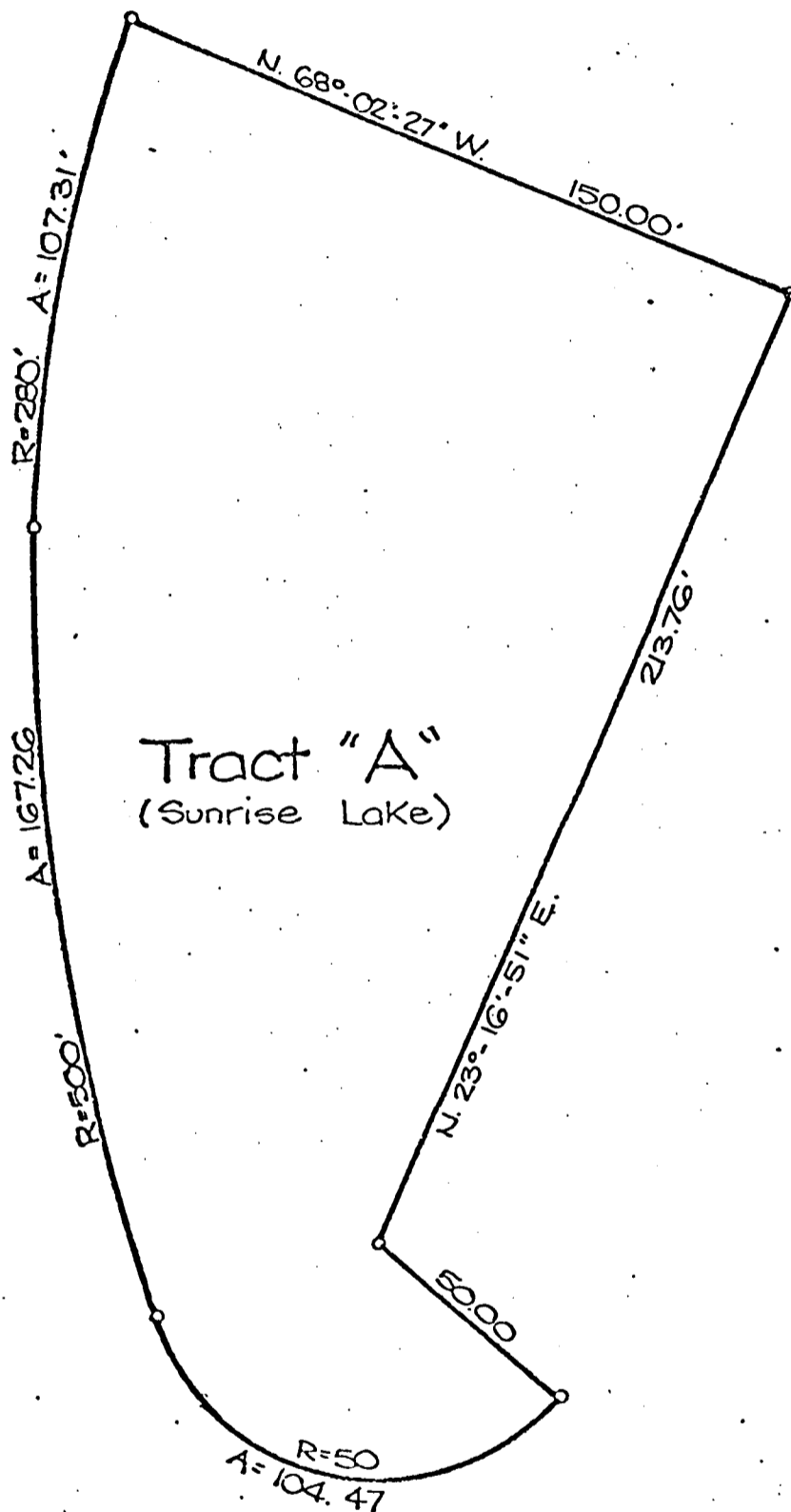
*Page 5/10
Ord. 783*

SUNRISE LAKES SECTION TWO
(77-15)

W. B. Homes
121377-1



Scale 1"=40'



Tract "A"
(Sunrise Lake)

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida.

ORDER NO: 121377-1

Lake

March 1, 1974

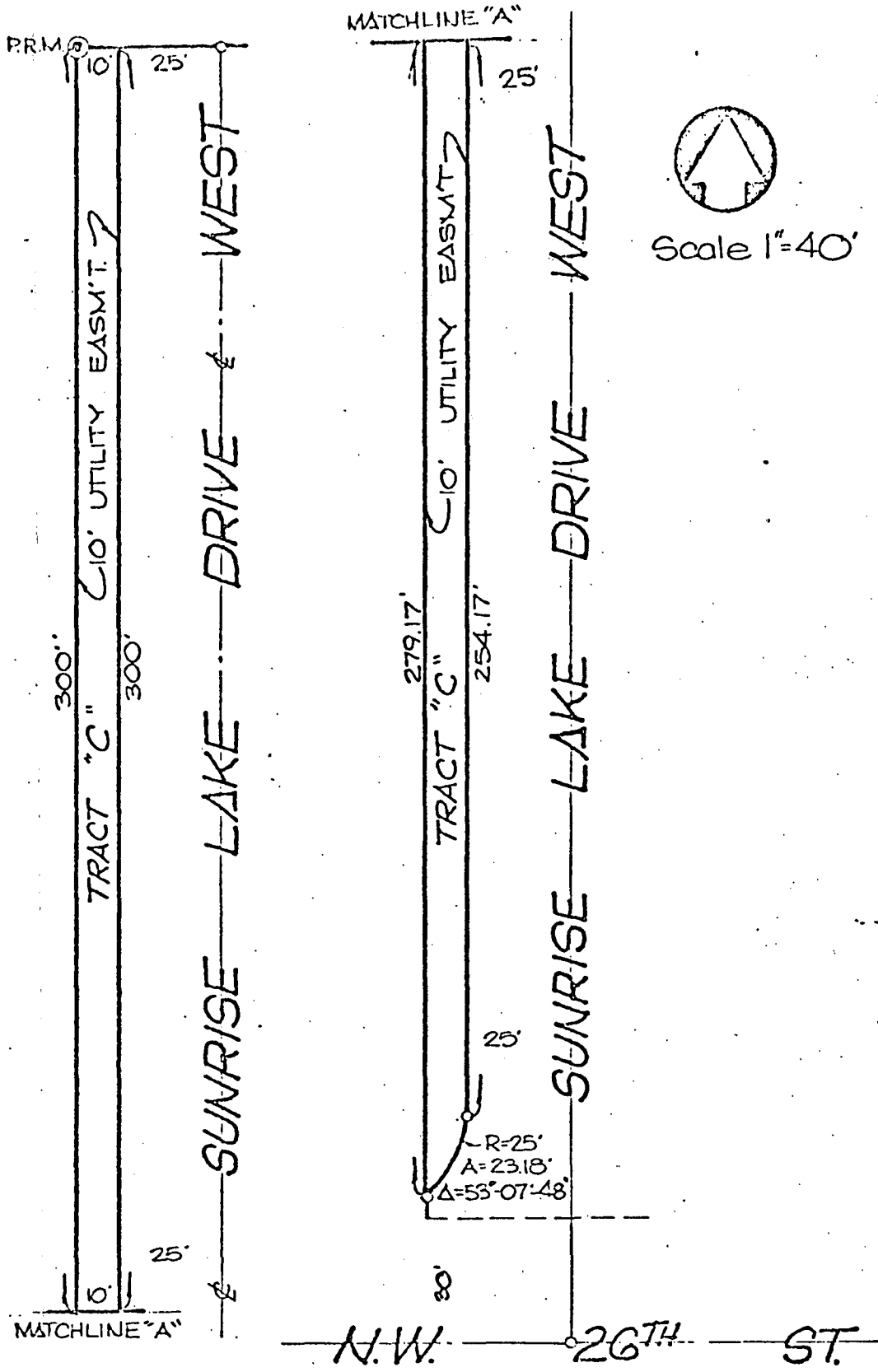
-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

*Ord. 183
PAGE 11*



LEGAL DESCRIPTION

Tract "C", SUNRISE LAKES SECTION TWO, according to the plat thereof, as recorded in Plat Book 77 at Page 15 of the Public Records of Broward County, Florida.

ORDER NO: 121377-J *Landscaping* March 1, 1974

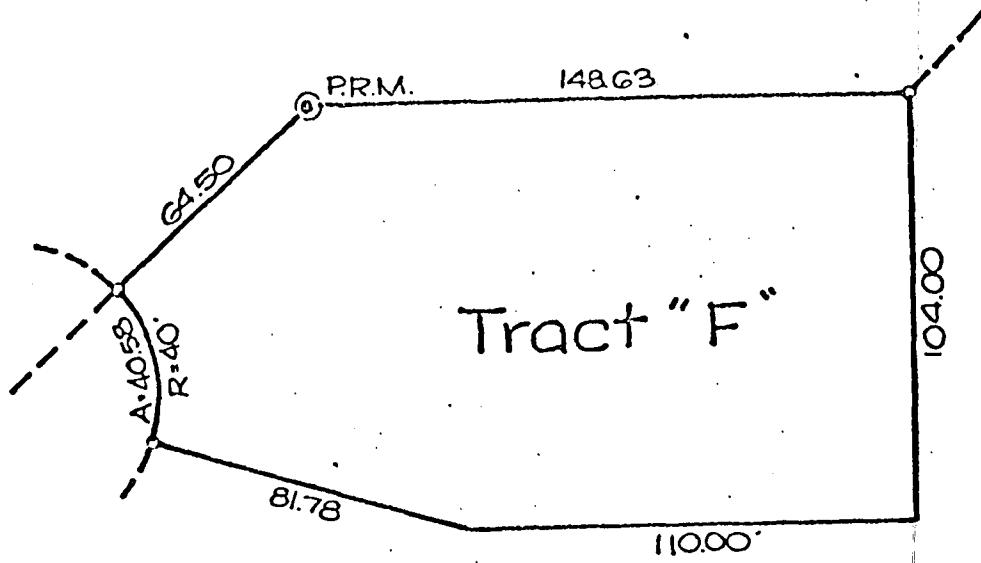
-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

*Plat 183
PAGE 12*



Scale 1" = 50'

LEGAL DESCRIPTION

Tract "F", SUNRISE LAKES SECTION FOUR, PART TWO, according to the plat thereof, as recorded in Plat Book 81 at Page 13 of the Public Records of Broward County, Florida.

ORDER NO: 121377-K *Arthur G. Paul* March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

Ord. 183
PAGE 13

LEGAL DESCRIPTION

Tract "A", SUNRISE LAKES SECTION FOUR, PART ONE, according to the plat thereof, as recorded in Plat Book 80 at Page 11 of the Public Records of Broward County, Florida.

ORDER NO: 121377-L *Lake*

March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

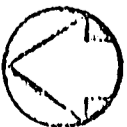
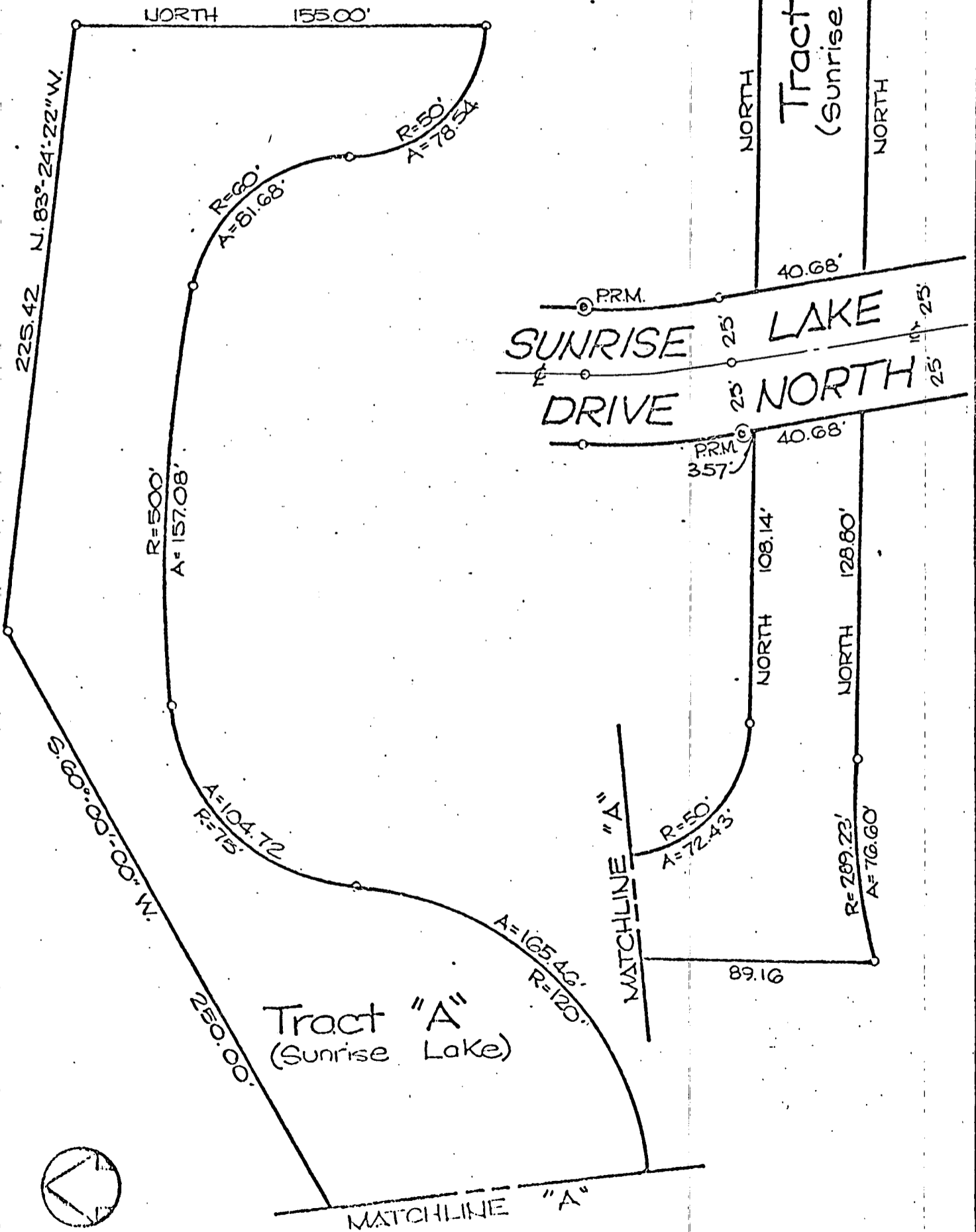
Land Surveyors - Engineers - Land Planners

Miami, Florida

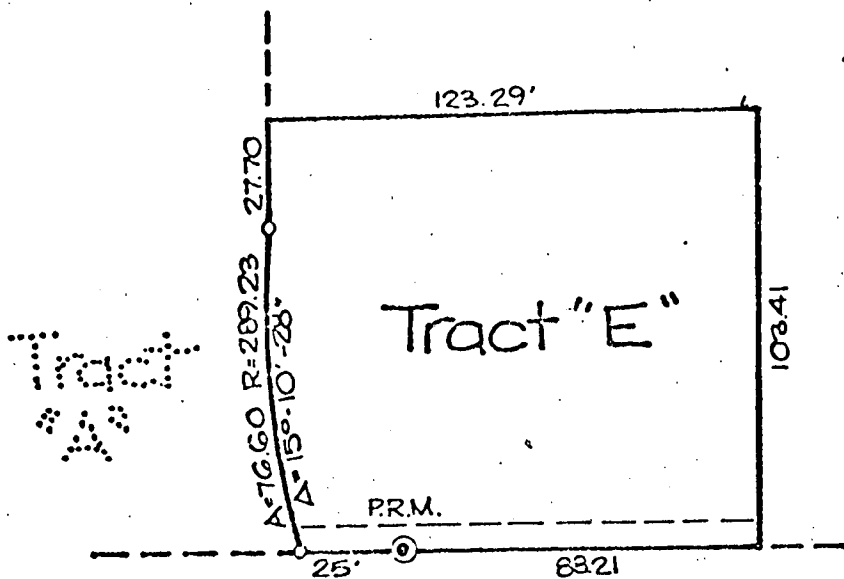
SUNRISE LAKE SEC 4 T1
(30-11)



Scale 1"=50'



Scale 1"=50'



Tract 22



Scale 1"=50'

LEGAL DESCRIPTION

Tract "E", SUNRISE LAKES SECTION FOUR, PART ONE, according to the plat thereof, as recorded in Plat Book 80 at Page 11 of the Public Records of Broward County, Florida.

ORDER NO: 121377-M

Saddle Pool March 1, 1974

-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

Land Surveyors - Engineers - Land Planners

Miami, Florida

PAGE 15
Ord. 183

LEGAL DESCRIPTION

Tract C, SUNRISE LAKES SECTION ONE, according to the plat thereof,
as recorded in Plat Book 75 at Page 12 of the Public Records of
Broward County, Florida.

ORDER NO: 121377-N

Landscaping

March 1, 1974

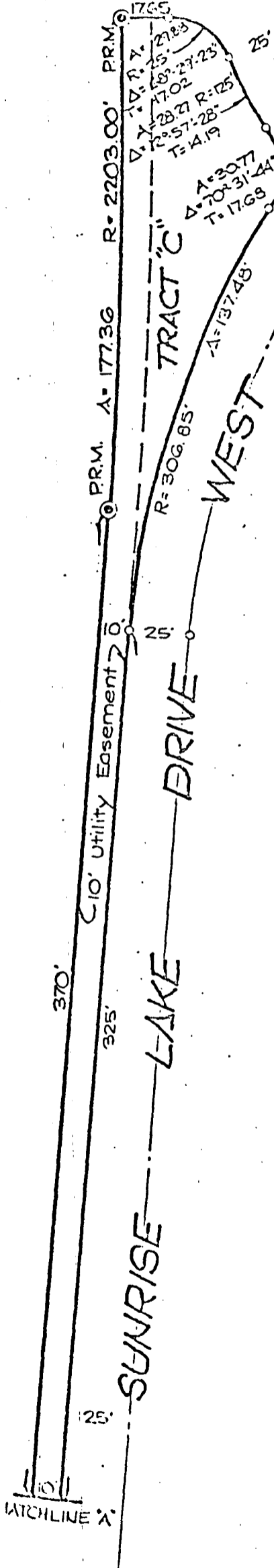
-Prepared by-

SCHWEBKE-SHISKIN & ASSOCIATES, INC.

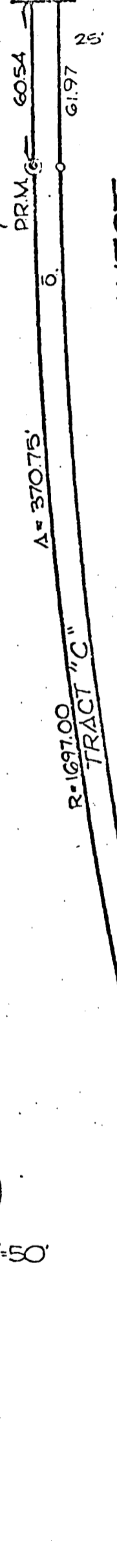
Land Surveyors - Engineers - Land Planners

Miami, Florida

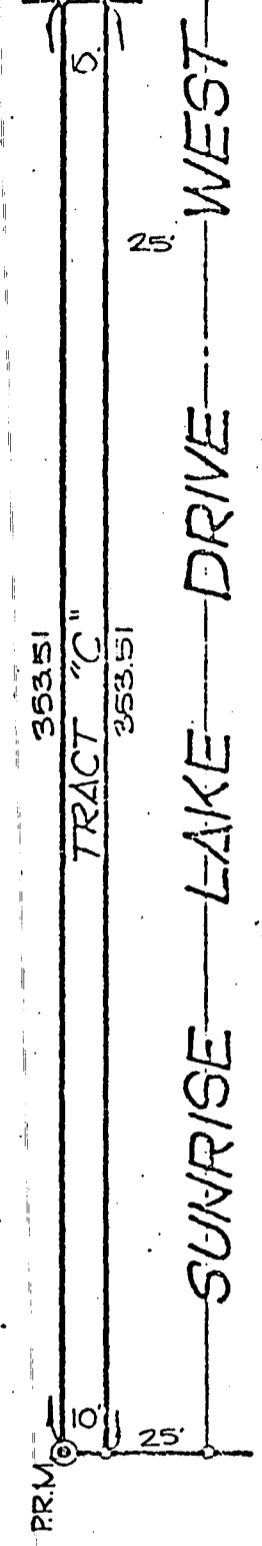
SUNRISE LAKE
DRIVE NORTH



MATCHLINE "A"



MATCHLINE "B"



Scale 1"=50'

20.183

DEVELOPMENT CORPORATION OF AMERICA

2514 HOLLYWOOD BOULEVARD

HOLLYWOOD, FLORIDA 33020

PHONE: (305) 920-6600

MEMORANDUM

TO: Ann Marie Labelle,
City of Sunrise

DATE: June 2, 1978.

FR: Roz Stanco, DCA

RE: Sunrise Lakes Phase I
Rec Facilities

Ann Marie, enclosed please find sketches and legal descriptions of the entire recreation facility and common areas within Sunrise Lakes Phase I. We have delineated on each description, what that particular legal applies to, i.e., whether satellite pool, main rec building, lake, etc. In addition, I have attached a cover letter dated January, 1974, giving the acreage count for each portion of the facility.

I assume this information will suffice. However, if there is anything further you require in this connection, please do not hesitate to contact me on Monday.

:rs
Attch.

ORDINANCE 181

EXHIBIT "A"

PAGE 1

Ord. 183