

CITY CLERK  
CITY OF SUNRISE  
2023 MAR 29 PM 12:16

CITY OF SUNRISE, FLORIDA

ORDINANCE NO. 909-X-23-A

AN ORDINANCE OF THE CITY OF SUNRISE, FLORIDA, REGARDING THE REESTABLISHMENT OF THE METROPICA IMPROVEMENT DISTRICT TO THE METROPICA COMMUNITY DEVELOPMENT DISTRICT; CREATION OF THE METROPICA COMMUNITY DEVELOPMENT DISTRICT; TERMINATION OF THE METROPICA IMPROVEMENT DISTRICT BY REPEAL OF ORDINANCE NO. 909-X AND ORDINANCE NO. 909-X-14-A AND ALL OBLIGATIONS OF THE METROPICA IMPROVEMENT DISTRICT; MAKING FINDINGS OF FACT; PROVIDING FOR CONFLICT CLAUSE; PROVIDING FOR SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the Metropica Improvement District (the "MID") was established as a dependent special district of the City of Sunrise (the "City") by adoption of Ordinance No. 909-X of the City Commission, effective March 23, 2004, as amended by Ordinance No. 909-X-14-A, effective December 9, 2014; and

**WHEREAS**, the MID was established to fund the acquisition of certain land and public improvements benefitting the property lying within its territorial boundaries; and

**WHEREAS**, the developer within the MID has requested that the MID board consider the reestablishment of the MID to a community development district pursuant to Chapter 190, Florida Statutes, to provide a method to finance and manage public improvements and services for the property lying within the MID territorial boundaries; and

**WHEREAS**, the MID determined that it is in the best interests of the MID to terminate the obligations of the MID, terminate the MID, repeal Ordinance No. 909-X and Ordinance No. 909-X-14-A, and petition the City for the establishment of the Metropica Community Development District pursuant to Section 190.005(3), Florida Statutes; and

**WHEREAS**, a Petition (the "Petition") to reestablish Metropica Improvement District as Metropica Community Development District (the "MCDD"), was submitted to the City of Sunrise, Florida (the "City"), on February 14, 2023; and

**WHEREAS**, the boundaries of the MCDD are the same as the boundaries of the MID, all located within the City; and

**WHEREAS**, the MCDD's authority to levy taxes and/or special assessments shall be limited to those properties located within the geographical boundaries of the MCDD; and

**WHEREAS**, there is a difference between the legal description of the boundaries of MCDD and the legal description set forth in the Declaration of Restrictive Covenants, to wit, the legal description set forth in the Declaration of Restrictive Covenants does not include property that consists of existing Metropica North Tower One Condominium; and

**WHEREAS**, pursuant to Section 190.005(1)(d), Florida Statutes, notice of a public hearing on the Petition to establish the proposed District was published in the Sun-Sentinel once a week for four (4) consecutive weeks prior to the public hearing; and

**WHEREAS**, the City Commission held a public hearing on the Petition on March 28, 2023; and

**WHEREAS**, the City Commission, having considered the Petition and all information presented at the public hearing, and being fully advised and informed of the premises, has determined that it is in the best interests of the residents of the City to terminate all obligations of the MID, terminate the MID, approve the Petition to reestablish the MCDD and approve this Ordinance.

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SUNRISE, FLORIDA, that:**

**Section 1.** The foregoing Whereas clauses and findings, which are expressly set forth herein, are hereby ratified and incorporated as the legislative intent of this Ordinance.

**Section 2.** The City Commission hereby makes the following additional findings of fact:

1. The property to comprise the MCDD consists of approximately 49.83 acres, more or less; lies entirely within the boundaries of the City. A metes and bounds description of the external boundaries of the proposed District is set forth in the legal description attached hereto as Exhibit 1.
2. The City Commission has reviewed the Petition to reestablish the MID to the MCDD and found all the statements therein to be true and correct.
3. The establishment of the MCDD is not inconsistent with any applicable element or portion of the state comprehensive plan or the effective local

government comprehensive plan.

4. The MCDD is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional, interrelated community and as an independent special district.
5. The establishment of the MCDD is the best alternative available for delivering the community development services and facilities set forth below to the area that will be served by the MCDD.
6. The community development services and facilities of the MCDD will be compatible with the capacity and uses of existing City and regional community development services and facilities.
7. The area that will be served by the MCDD is amenable to separate special district government.

**Section 3.** The City Commission hereby grants the Petition to reestablish a community development district which shall be known as "Metropica Community Development District" and to terminate the MID by repeal of Ordinance No. 909-X and Ordinance No. 909-X-14-A, in accordance with Section 190.005(3), Florida Statutes. MCDD shall assume the existing obligations, indebtedness, and guarantees of the indebtedness of the MID.

**Section 4.** The external boundaries of the District shall be as depicted and described in Exhibit 1 attached hereto.

**Section 5.** Pursuant to Section 190.005(2)(d), Florida Statutes, the charter for the MCDD shall consist of Sections 190.006 through 190.049, Florida Statutes, inclusive, as amended.

**Section 6.** The five (5) persons designated to be the initial members of the Board of Supervisors of the MCDD are as follows: Joseph Kavana, Michel Besso, Bernard Werner, Erick Collazo and Diana Cordon.

**Section 7.** As provided in Chapter 190, Florida Statutes, the MCDD shall have, subject to the regulatory jurisdiction and permitting authority of all applicable governmental bodies, agencies and districts having authority with respect to any area included within the MCDD, those general powers set forth in Section 190.011 and those special powers relating to public improvements and community facilities authorized by Section 190.012(1), Florida Statutes.

**Section 8.** The City Commission hereby consents to the exercise of, and grants to the MCDD the powers set forth in Sections 190.012(2)(a) and (d), Florida Statutes, as amended.

**Section 9.** The Declaration of Restrictive Covenants attached hereto as Exhibit 2 is hereby approved by the City in substantial final form for residential units within the MCDD and shall be recorded in the Public Records of Broward County, Florida prior to the issuance of a temporary certificate of occupancy for residential units within the MCDD, at the MCDD's expense. Failure to do so may result in the repeal of this Ordinance by the City Commission without further notice.

**Section 10. Conflict.** In the event a court of competent jurisdiction shall hold or determine that any part of this Ordinance is invalid or unconstitutional, the remainder of the Ordinance shall not be affected thereby, and it will be presumed that the City Commission for the City of Sunrise, Florida did not intend to enact such invalid or unconstitutional provision. It shall further be assumed that the City Commission would have adopted the remainder of this Ordinance without said invalid and unconstitutional provision, thereby causing said remainder to remain in full force and effect.

**Section 11. Severability.** That all Sections or parts of Sections of the Code of Ordinances, all Ordinances or parts of Ordinances, and all Resolutions, or parts of Resolutions, in conflict with this Ordinance are repealed to the extent of such conflict, specifically Ordinance No. 909-X and Ordinance No. 909-X-14-A.

**Section 12. Effective Date.** This Ordinance shall become effective immediately upon its passage.

PASSED AND ADOPTED upon this first reading this 14TH DAY OF FEBRUARY, 2023.

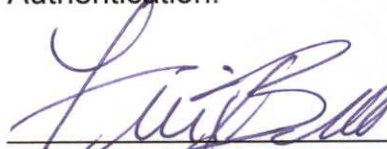
PASSED AND ADOPTED upon this second reading this 28TH DAY OF MARCH, 2023.



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Mayor Michael J. Ryan

Authentication:



Felicia M. Bravo  
City Clerk



FIRST READING

MOTION: KERCH  
SECOND: SCUOTTO

DOUGLAS: YEA  
GUZMAN: YEA  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

Approved by the City Attorney  
as to Form and Legal Sufficiency

SECOND READING

MOTION: SCUOTTO  
SECOND: KERCH

DOUGLAS: ABSENT  
GUZMAN: ABSENT  
KERCH: YEA  
SCUOTTO: YEA  
RYAN: YEA

  
Kimberly A. Kisslan

**EXHIBIT 1**

**Description of District Boundaries**



# STONER

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Licensed Business No. 6633

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## SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

### LEGAL DESCRIPTION:

ALL OF PARCELS "A" AND "B", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE N.89°48'19"E., ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 288.00 FEET POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S.86°45'40"E., CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 200.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.00°11'41"W.;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°11'47" AND A RADIUS OF 2,351.83 FEET, FOR AN ARC DISTANCE OF 8.06 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.64°00'20"E., A DISTANCE OF 27.60 FEET, THE LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF SAID PARCEL "A";

THENCE S.89°48'19"W., A DISTANCE OF 232.91 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF PARCEL "C", OF SAID METROPICA PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERNMOST, SOUTHEASTERLY CORNER OF PARCEL "C", OF SAID METROPICA PLAT, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.48°34'05"W.;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 08°45'36" AND A RADIUS OF 955.00 FEET FOR AN ARC DISTANCE OF 146.01 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'54" AND A RADIUS OF 1,865.00 FEET FOR AN ARC DISTANCE OF 174.09 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUSLY MENTIONED 2 COURSES BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAWGRASS MILLS CIRCLE;

THENCE N.35°43'19"W., A DISTANCE OF 26.58 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°40'53", AND A RADIUS OF 391.00 FEET, FOR AN ARC DISTANCE OF 31.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT, HAVING A BEARING OF S.00°19'17"E.;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'44", AND A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 31.27 FEET TO A POINT OF TANGENCY;

### CERTIFICATE:

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

DATE: Feb 06, 2023

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA

REVISIONS	DATE	BY

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/06/23	DRL	JDS	N/A



SKETCH  
NO. 05-6769-CDD



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**SKETCH AND LEGAL DESCRIPTION OF:  
 METROPICA CDD  
 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
 CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION CONTINUED:**

THENCE N.54°29'37"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 42.87 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 04°09'14" AND A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 14.50 FEET TO A POINT OF TANGENCY;

THENCE N.50°20'24"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 261.56 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 04°09'17" AND A RADIUS OF 202.00 FEET FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY;

THENCE N.54°29'37"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 77.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 65°40'03" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 57.31 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.45°20'54"W., A DISTANCE OF 24.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S48°38'14"W.;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°50'32" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 114.37 FEET TO A POINT OF TANGENCY;

THENCE N.19°31'14"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 09°51'17" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 51.60 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°59'31" AND A RADIUS OF 395.00 FEET FOR AN ARC DISTANCE OF 192.98 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°26'56" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY;

THENCE N.43°06'24"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 12.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.43°06'24"W.; SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°32'22" AND A RADIUS OF 2,278.00 FEET FOR AN ARC DISTANCE OF 260.00 FEET TO A POINT A POINT ON A NON-TANGENT LINE;

THENCE S.46°15'35"W., A DISTANCE OF 96.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.52°03'31"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°01'23" AND A RADIUS OF 2,290.00 FEET FOR AN ARC DISTANCE OF 320.67 FEET TO A POINT TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE AND THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C";

SKETCH  
 No. 05-6769\_CDD





**SKETCH AND LEGAL DESCRIPTION OF:  
METROPICA CDD  
"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION CONTINUED:**

THENCE S.16°05'53"E., A DISTANCE OF 50.37 FEET;

THENCE S.62°06'52"E., ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN TOAD ROAD AND THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C", A DISTANCE OF 848.35 FEET;

THENCE N.79°39'32"E., A DISTANCE OF 43.31 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

LESS THAT CERTAIN PARCEL OF LAND KNOWN AS RESIDENTIAL TOWER No. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF PARCEL "A", OF "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "A";

THENCE S.85°43'49"E., ALONG THE NORTHERLY LINE OF SAID PARCEL "A", A DISTANCE OF 156.46 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°18'01" AND A RADIUS OF 150.00 FEET, FOR AN ARC DISTANCE OF 123.83 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 43°21'27" AND A RADIUS OF 150.00 FEET, FOR AN ARC DISTANCE OF 113.51 FEET, TO A POINT OF TANGENCY;

THENCE S.81°47'15"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 451.87 FEET, THE LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID PARCEL "A";

THENCE S.00°00'00"E., A DISTANCE OF 99.45 FEET, TO THE POINT OF BEGINNING;

THENCE S.90°00'00"W., A DISTANCE OF 251.95 FEET;

THENCE N.03°06'03"E., A DISTANCE OF 38.23 FEET;

THENCE N.86°54'06"W., A DISTANCE OF 45.16 FEET;

THENCE S.03°06'03"W., A DISTANCE OF 47.49 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 49.68 FEET;

THENCE S.90°00'00"W., A DISTANCE OF 154.79 FEET;

THENCE S.24°10'54"E., A DISTANCE OF 86.60 FEET;

THENCE S.90°00'00"E., A DISTANCE OF 416.86 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 135.48 FEET, TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 48.612 ACRES, (2,117,533 SQUARE FEET), MORE OR LESS.

**NOTES:**

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF N.89°48'19"E., ALONG THE SOUTH LINE OF PARCEL "A", METROPICA PLAT, RECORDED IN PLAT BOOK 179, PAGE 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

SKETCH  
NO. 05-6769\_CDD



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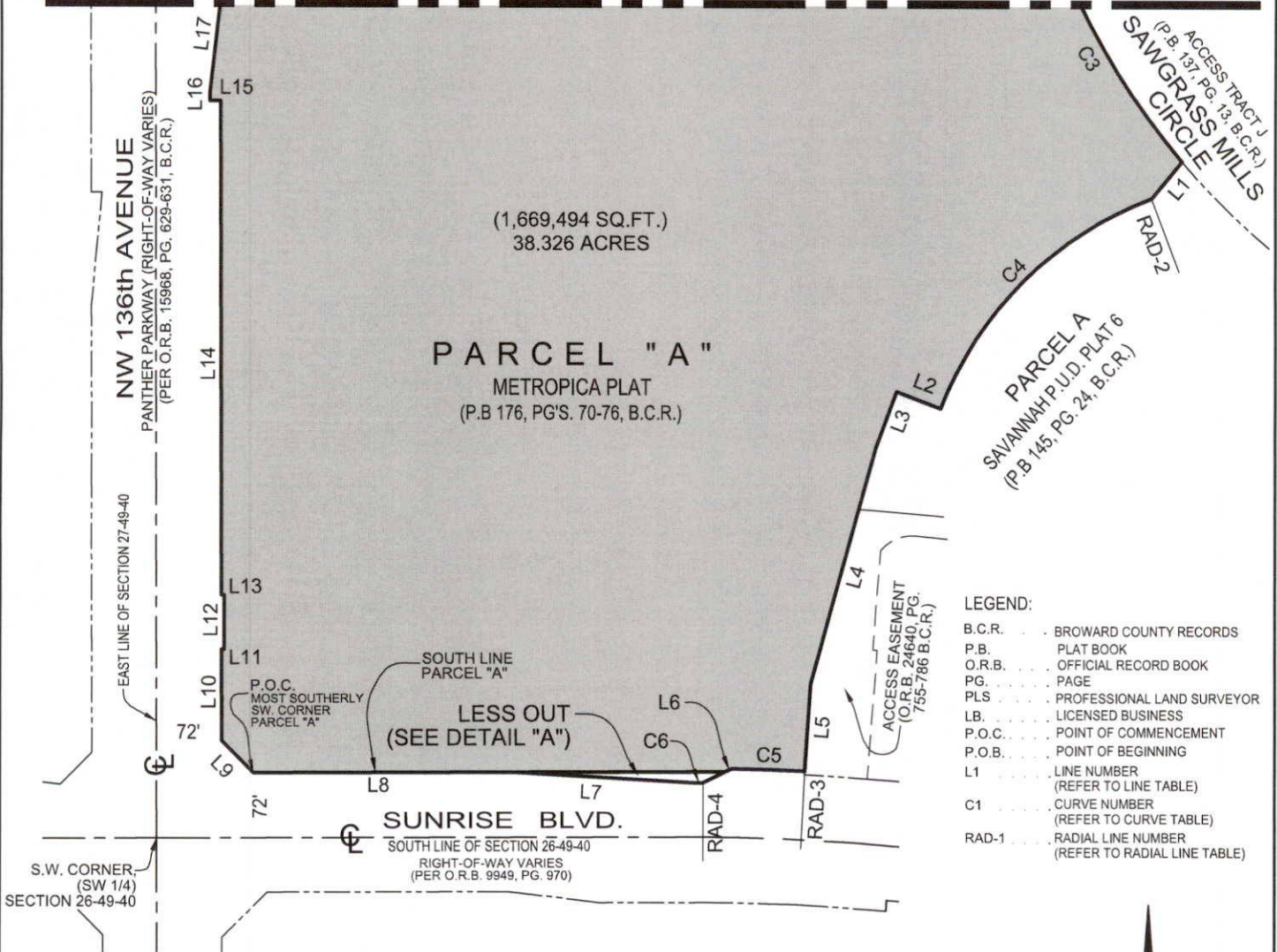
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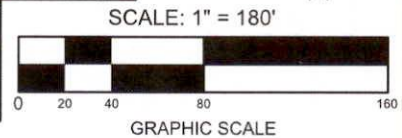
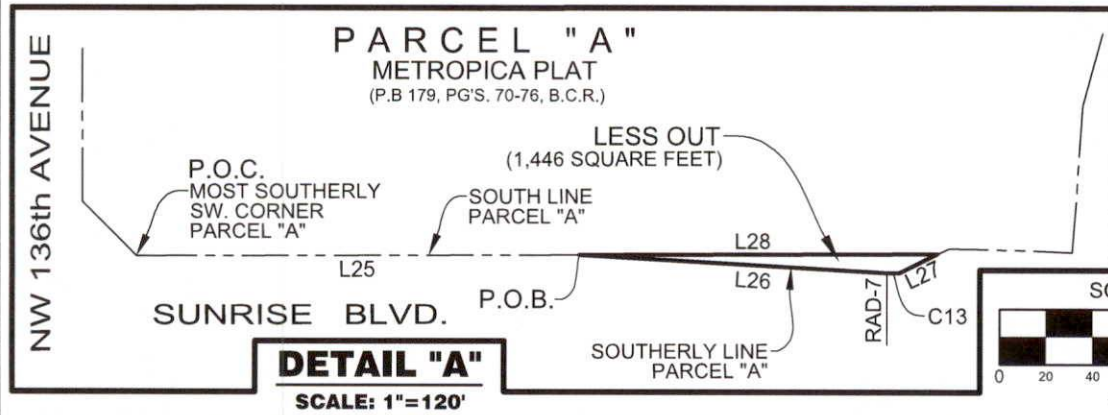
NOTE:  
SEE SHEETS 1, 2 AND 3 OF 7 FOR THE  
LEGAL DESCRIPTION OF THE  
PROPERTY SHOWN GRAPHICALLY  
HEREON.

MATCH LINE (SEE SHEET 5 OF 7)



**LEGEND:**

- B.C.R. . . . . BROWARD COUNTY RECORDS
- P.B. . . . . PLAT BOOK
- O.R.B. . . . . OFFICIAL RECORD BOOK
- PG. . . . . PAGE
- PLS . . . . . PROFESSIONAL LAND SURVEYOR
- LB. . . . . LICENSED BUSINESS
- P.O.C. . . . . POINT OF COMMENCEMENT
- P.O.B. . . . . POINT OF BEGINNING
- L1 . . . . . LINE NUMBER  
(REFER TO LINE TABLE)
- C1 . . . . . CURVE NUMBER  
(REFER TO CURVE TABLE)
- RAD-1 . . . . . RADIAL LINE NUMBER  
(REFER TO RADIAL LINE TABLE)



SKETCH NO. 05-6769\_CDD



# STONER

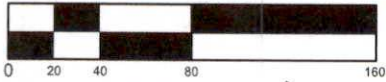
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SCALE: 1" = 180'



GRAPHIC SCALE



### SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

LEGEND:

- B.C.R. . . . . BROWARD COUNTY RECORDS
- P.B. . . . . PLAT BOOK
- O.R.B. . . . . OFFICIAL RECORD BOOK
- PG. . . . . PAGE
- PLS . . . . . PROFESSIONAL LAND SURVEYOR
- LB. . . . . LICENSED BUSINESS
- P.O.C. . . . . POINT OF COMMENCEMENT
- P.O.B. . . . . POINT OF BEGINNING
- L1 . . . . . LINE NUMBER  
(REFER TO LINE TABLE)
- C1 . . . . . CURVE NUMBER  
(REFER TO CURVE TABLE)
- RAD-1 . . . . . RADIAL LINE NUMBER  
(REFER TO RADIAL LINE TABLE)

**MATCH LINE (SEE SHEET 6 OF 7)**  
**GREEN TOAD ROAD**  
ACCESS TRACT J (P.B. 137, PG. 13, B.C.R.)

**PANTHER PARKWAY (RIGHT-OF-WAY VARIES)**  
(PER O.R.B. 15968, PG. 629-631, B.C.R.)

**NW 136th AVENUE**

**PARCEL "B"**  
METROPICA PLAT  
(P.B 176, PG'S. 70-76, B.C.R.)

(1,669,494 SQ.FT.)  
38.326 ACRES

P.O.C.  
RESIDENTIAL  
TOWER No.1  
(LESS OUT)  
N.W. CORNER OF  
PARCEL "A"

P.O.B.  
(LESS OUT)

**RESIDENTIAL  
TOWER No. 1  
(LESS OUT)**  
1.215 ACRES (52,920 SQ. FT.)

**PARCEL "A"**  
METROPICA PLAT  
(P.B 176, PG'S. 70-76, B.C.R.)

NOTE:  
SEE SHEETS 1, 2 AND 3 OF 7 FOR THE  
LEGAL DESCRIPTION OF THE  
PROPERTY SHOWN GRAPHICALLY  
HEREON.

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**MATCH LINE (SEE SHEET 4 OF 7)**

SKETCH  
NO. 05-6769\_CDD



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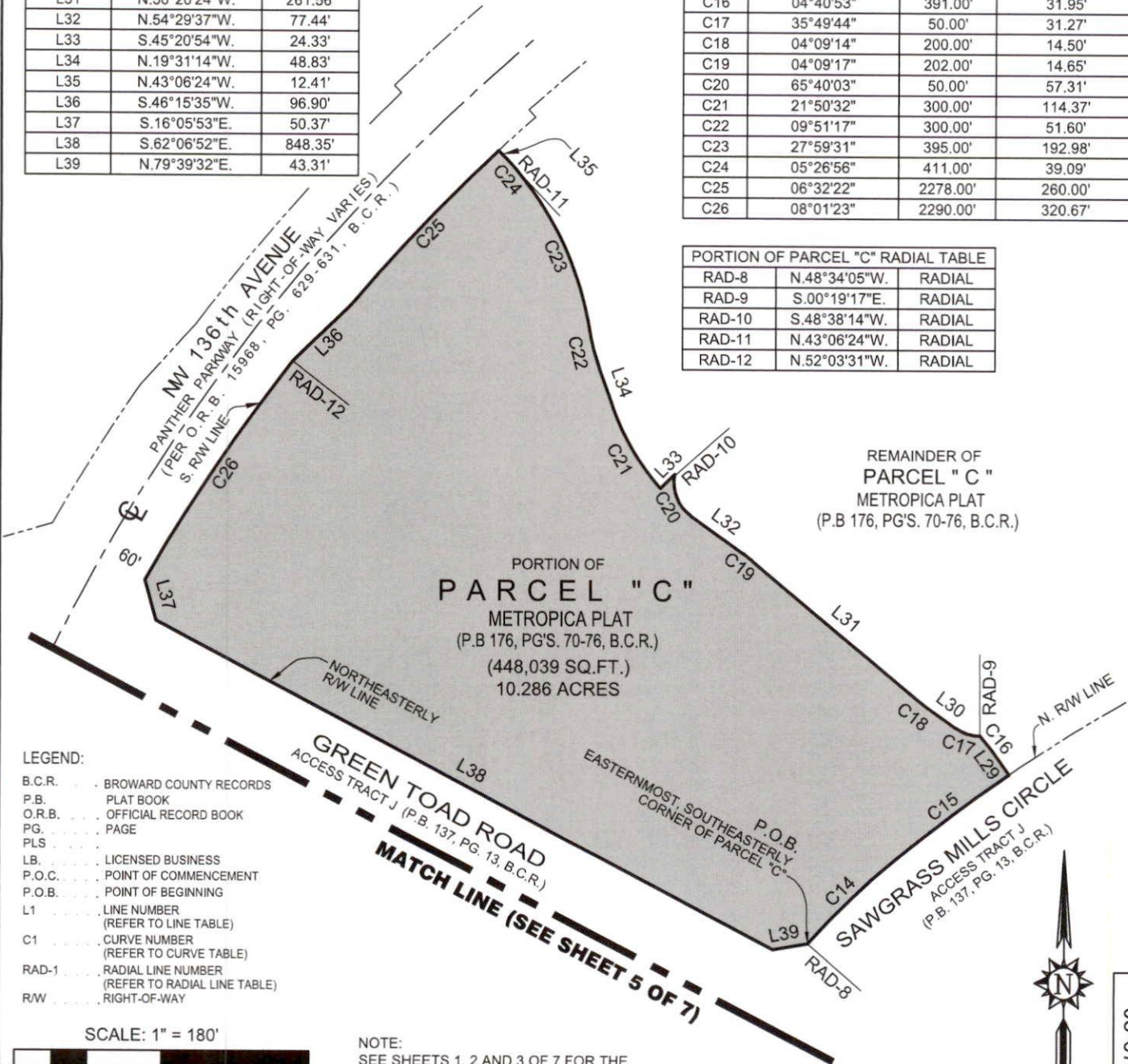
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### SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

PORTION OF PARCEL "C" LINE TABLE		
LINE	BEARING	DISTANCE
L29	N.35°43'19"W.	26.58'
L30	N.54°29'37"W.	42.87'
L31	N.50°20'24"W.	261.56'
L32	N.54°29'37"W.	77.44'
L33	S.45°20'54"W.	24.33'
L34	N.19°31'14"W.	48.83'
L35	N.43°06'24"W.	12.41'
L36	S.46°15'35"W.	96.90'
L37	S.16°05'53"E.	50.37'
L38	S.62°06'52"E.	848.35'
L39	N.79°39'32"E.	43.31'

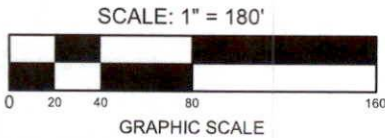
PORTION OF PARCEL "C" CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C14	08°45'36"	955.00'	146.01'
C15	05°20'54"	1865.00'	174.09'
C16	04°40'53"	391.00'	31.95'
C17	35°49'44"	50.00'	31.27'
C18	04°09'14"	200.00'	14.50'
C19	04°09'17"	202.00'	14.65'
C20	65°40'03"	50.00'	57.31'
C21	21°50'32"	300.00'	114.37'
C22	09°51'17"	300.00'	51.60'
C23	27°59'31"	395.00'	192.98'
C24	05°26'56"	411.00'	39.09'
C25	06°32'22"	2278.00'	260.00'
C26	08°01'23"	2290.00'	320.67'

PORTION OF PARCEL "C" RADIAL TABLE		
RADIAL	BEARING	TYPE
RAD-8	N.48°34'05"W.	RADIAL
RAD-9	S.00°19'17"E.	RADIAL
RAD-10	S.48°38'14"W.	RADIAL
RAD-11	N.43°06'24"W.	RADIAL
RAD-12	N.52°03'31"W.	RADIAL



REMAINDER OF  
PARCEL "C"  
METROPICA PLAT  
(P.B. 176, PG'S. 70-76, B.C.R.)

- LEGEND:**
- B.C.R. . . . . BROWARD COUNTY RECORDS
  - P.B. . . . . PLAT BOOK
  - O.R.B. . . . . OFFICIAL RECORD BOOK
  - PG. . . . . PAGE
  - PLS. . . . . PLAT
  - LB. . . . . LICENSED BUSINESS
  - P.O.C. . . . . POINT OF COMMENCEMENT
  - P.O.B. . . . . POINT OF BEGINNING
  - L1 . . . . . LINE NUMBER (REFER TO LINE TABLE)
  - C1 . . . . . CURVE NUMBER (REFER TO CURVE TABLE)
  - RAD-1 . . . . . RADIAL LINE NUMBER (REFER TO RADIAL LINE TABLE)
  - RW . . . . . RIGHT-OF-WAY



NOTE:  
SEE SHEETS 1, 2 AND 3 OF 7 FOR THE  
LEGAL DESCRIPTION OF THE  
PROPERTY SHOWN GRAPHICALLY  
HEREON.



SKETCH  
NO. 05-6769\_CDD



# STONER

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**SKETCH AND LEGAL DESCRIPTION OF:  
METROPICA CDD  
"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

PARCELS "A" AND "B" LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.40°05'11"W.	53.01'
L2	N.69°07'10"W.	51.70'
L3	S.20°25'46"W.	65.52'
L4	S.15°20'42"W.	268.86'
L5	S.03°55'49"W.	96.00'
L6	N.64°00'20"E.	36.00'
L7	N.86°45'40"W.	200.36'
L8	S.89°48'19"W.	288.00'
L9	S.45°05'51"E.	49.58'
L10	N.00°11'40"W.	100.00'
L11	N.89°48'20"E.	3.00'
L12	N.00°11'40"W.	60.00'
L13	N.89°48'20"E.	3.00'
L14	N.00°11'40"W.	542.89'
L15	S.89°48'20"W.	12.00'
L16	N.00°11'40"W.	10.09'
L17	N.06°38'56"E.	100.72'
L18	N.00°11'40"W.	316.80'
L19	N.85°43'49"W.	4.00'
L20	N.10°17'15"W.	50.64'
L21	N.25°58'37"E.	100.98'
L22	N.71°52'08"E.	33.65'
L23	S.62°06'52"E.	823.42'
L24	S.15°01'56"E.	51.26'

PARCELS "A" AND "B" CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C1	24°41'20"	955.00'	411.51'
C2	26°25'04"	955.00'	440.33'
C3	21°30'40"	805.00'	302.23'
C4	48°26'28"	399.19'	337.50'
C5	01°56'10"	2367.83'	80.01'
C6	00°11'47"	2351.83'	8.06'
C7	05°43'21"	2278.00'	227.52'
C8	01°59'54"	2274.00'	79.31'
C9	09°09'41"	2290.00'	366.17'
C10	05°43'58"	2278.00'	227.93'
C11	43°21'27"	150.00'	113.51'
C12	47°18'01"	150.00'	123.83'

PARCELS "A" AND "B" RADIAL TABLE		
LINE	BEARING	
RAD-1	N.82°38'15"W.	RADIAL
RAD-2	N.20°40'42"W.	RADIAL
RAD-3	N.02°43'14"E.	RADIAL
RAD-4	N.00°00'05"E.	RADIAL
RAD-5	N.84°28'13"W.	RADIAL
RAD-6	N.81°15'56"W.	RADIAL

CURVE TABLE LESS OUT (DETAIL "A")			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C13	00°11'47"	2351.83'	8.06'

RADIAL LINE TABLE LESS OUT DETAIL "A"		
LINE	BEARING	
RAD-7	N.00°11'41"W.	RADIAL

LINE TABLE LESS OUT RESIDENTIAL TOWER No. 1		
LINE	BEARING	DISTANCE
L40	S.85°43'49"E.	156.46'
L41	S.81°47'15"E.	451.87'
L42	S.00°00'00"E.	99.45'
L43	S.90°00'00"W.	251.95'
L44	N.03°06'03"E.	38.23'
L45	N.86°54'06"W.	45.16'
L46	S.03°06'03"W.	47.49'
L47	S.00°00'00"E.	49.68'
L48	S.90°00'00"W.	154.79'
L49	S.24°10'54"E.	86.60'
L50	S.90°00'00"E.	416.86'
L51	N.00°00'00"W.	135.48'
L52	S.81°47'15"E.	493.96'

LINE TABLE LESS OUT (DETAIL "A")		
LINE	BEARING	DISTANCE
L25	N.89°48'19"E.	288.00'
L26	S.86°45'40"E.	200.36'
L27	N.64°00'20"E.	27.60'
L28	S.89°48'19"W.	232.91'

**EXHIBIT 2**

**Declaration of Restrictive Covenants**

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

**DECLARATION OF RESTRICTIVE COVENANTS**

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in the City of Sunrise, Florida (the "City"); and

**WHEREAS**, Owner desires to provide certain covenants to the City in support of establishment of the Metropica Community Development District (the "District") approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the City on \_\_\_\_\_ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes; and

**WHEREAS**, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the

District (“Infrastructure Maintenance Assessments”; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as “Administrative Assessments”); and

**WHEREAS**, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

**WHEREAS**, such covenants of Owner are made in order to assure the City that certain disclosures to Prospective Initial Purchasers are timely made.,

**NOW, THEREFORE**, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this “Declaration”):

**1. COVENANTS.**

**1.1 Public Records Notice of Existence of District**

This Declaration shall serve as notice in the public records of the City that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of City, the Property and all lands, parcels, lots, and units located within the District’s boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

**1.2 CDD and Purchase Contract Notices**

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a “Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such individual Dwelling Unit substantially



in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$53,400 FOR A CONDOMINIUM UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$34,850 FOR CONDOMINIUM UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,780 FOR A CONDOMINIUM UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR

NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$53,400 FOR A CONDOMINIUM UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$34,850 FOR CONDOMINIUM UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,780 FOR A CONDOMINIUM UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: \_\_\_\_\_

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

**1.3**     Relief to Prospective Initial Purchaser for Owner Default.

1.3.1     Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2     In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in

Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the effective date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective

Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital

Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$53,400 FOR A CONDOMINIUM UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$34,850 FOR CONDOMINIUM UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,780 FOR A CONDOMINIUM UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if

the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

**1.4** Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such

actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments



and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

**1.5 Additional Disclosure through District Sign**

Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

METROPICA COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE METROPICA COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD, IN ADDITION TO CITY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE METROPICA COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN METROPICA. A PURCHASER OF PROPERTY IN SOLTERRA WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE METROPICA COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON METROPICA AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT *[INSERT APPROPRIATE CONTACT INFORMATION]*."

#### **1.6 Inspection of District Records by City Representatives**

Owner shall allow or provide for the District to allow City representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the City representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the City to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

**1.7 Sole Provider of Water, Wastewater, and Reuse Service**

Owner acknowledges and agrees that the City, or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by the City in accordance with its general policies and procedures for providing service throughout the City.

**1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure**

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the City an application for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the City, such taxing district may remain dormant until, in the sole and exclusive opinion of the City, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the City. Upon such determination, the City shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the City and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner

further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the City and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the City, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

**2. BENEFITS AND ENFORCEMENT.**

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit, has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the City or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney

and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of Broward County, following the acceptance by the City of an ordinance approving the establishment of the District and prior to a temporary certificate of occupancy issued for any residential unit on the Property, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the City to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the City.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the

Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the City

Should this Declaration be modified, amended, or released, the City Manager or Designee shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

**6. ELECTION OF REMEDIES.**

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

**7. SEVERABILITY.**

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the City shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

**8. ACCEPTANCE OF DECLARATION.**

Owner acknowledges that acceptance of this Declaration does not obligate the City in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application,

zoning or otherwise, and the City and/or any other City boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 202\_.

OWNER:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this \_\_\_ day of \_\_\_\_\_, 202\_, by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_ . He is personally known to me [ ] or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida at Large

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION**





**STONER**  
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 Davie, Florida 33314

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 www.stonersurveyors.com

**SKETCH AND LEGAL DESCRIPTION OF:  
 METROPICA CDD  
 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
 CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

**LEGAL DESCRIPTION:**

ALL OF PARCELS "A" AND "B", "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, LESS THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT THE MOST SOUTHERLY SOUTHWEST CORNER OF SAID PARCEL "A";

THENCE N.89°48'19"E., ALONG THE SOUTH LINE OF SAID PARCEL "A", A DISTANCE OF 288.00 FEET POINT OF BEGINNING OF THIS DESCRIPTION;

THENCE S.86°45'40"E., CONTINUING ALONG SAID SOUTHERLY LINE, A DISTANCE OF 200.36 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTH, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.00°11'41"W.;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 00°11'47" AND A RADIUS OF 2,351.83 FEET, FOR AN ARC DISTANCE OF 8.06 FEET, TO A POINT ON A NON-TANGENT LINE;

THENCE N.64°00'20"E., A DISTANCE OF 27.60 FEET, THE LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY LINE OF SAID PARCEL "A";

THENCE S.89°48'19"W., A DISTANCE OF 232.91 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF PARCEL "C", OF SAID METROPICA PLAT, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE EASTERNMOST, SOUTHEASTERLY CORNER OF PARCEL "C", OF SAID METROPICA PLAT, SAID POINT BEING ON THE ARC OF A CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.48°34'05"W.;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 08°45'36" AND A RADIUS OF 955.00 FEET FOR AN ARC DISTANCE OF 146.01 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHEAST;

THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 05°20'54" AND A RADIUS OF 1,865.00 FEET FOR AN ARC DISTANCE OF 174.09 FEET TO A POINT ON A NON-TANGENT LINE, THE PREVIOUSLY MENTIONED 2 COURSES BEING COINCIDENT WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAWGRASS MILLS CIRCLE;

THENCE N.35°43'19"W., A DISTANCE OF 26.58 FEET TO A POINT ON THE ARC OF A TANGENT CURVE CONCAVE TO THE SOUTH;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A CENTRAL ANGLE OF 04°40'53", AND A RADIUS OF 391.00 FEET, FOR AN ARC DISTANCE OF 31.95 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE, THROUGH SAID POINT, HAVING A BEARING OF S.00°19'17"E.;

THENCE WESTERLY ALONG THE ARC OF SAID CURVE, TO THE RIGHT HAVING A CENTRAL ANGLE OF 35°49'44", AND A RADIUS OF 50.00 FEET, FOR AN ARC DISTANCE OF 31.27 FEET TO A POINT OF TANGENCY;

**CERTIFICATE:**

THIS IS TO CERTIFY THAT THE SKETCH AND LEGAL DESCRIPTION SHOWN HEREON IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT THIS SKETCH AND LEGAL DESCRIPTION MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.07, FLORIDA STATUTES.

REVISIONS	DATE	BY

DATE: Feb 06, 2023

**JAMES D. STONER**

PROFESSIONAL SURVEYOR AND MAPPER NO. 4039 - STATE OF FLORIDA

DATE OF SKETCH:	DRAWN BY	CHECKED BY	FIELD BOOK
02/06/23	DRL	JDS	N/A

**SEAL**  
 NOT VALID UNLESS  
 SEALED HERE WITH  
 AN EMBOSSED  
 SURVEYOR'S SEAL

SHEET 1 OF 7

No. 05-6769 - CDD



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**SKETCH AND LEGAL DESCRIPTION OF:  
 METROPICA CDD  
 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
 CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION CONTINUED:

THENCE N.54°29'37"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 42.87 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 04°09'14" AND A RADIUS OF 200.00 FEET FOR AN ARC DISTANCE OF 14.50 FEET TO A POINT OF TANGENCY;

THENCE N.50°20'24"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 261.56 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO LEFT, HAVING A CENTRAL ANGLE OF 04°09'17" AND A RADIUS OF 202.00 FEET FOR AN ARC DISTANCE OF 14.65 FEET TO A POINT OF TANGENCY;

THENCE N.54°29'37"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 77.44 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 65°40'03" AND A RADIUS OF 50.00 FEET FOR AN ARC DISTANCE OF 57.31 FEET TO A POINT ON A NON-TANGENT LINE;

THENCE S.45°20'54"W., A DISTANCE OF 24.33 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE NORTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF S48°38'14"W;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 21°50'32" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 114.37 FEET TO A POINT OF TANGENCY;

THENCE N.19°31'14"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 48.83 FEET; TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE EAST;

THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE TO RIGHT, HAVING A CENTRAL ANGLE OF 09°51'17" AND A RADIUS OF 300.00 FEET FOR AN ARC DISTANCE OF 51.60 FEET TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST

THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27°59'31" AND A RADIUS OF 395.00 FEET FOR AN ARC DISTANCE OF 192.98 FEET TO A POINT OF COMPOUND CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 05°26'56" AND A RADIUS OF 411.00 FEET FOR AN ARC DISTANCE OF 39.09 FEET TO A POINT OF TANGENCY;

THENCE N.43°06'24"W., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE A DISTANCE OF 12.41 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.43°06'24"W.; SAID POINT ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 06°32'22" AND A RADIUS OF 2,278.00 FEET FOR AN ARC DISTANCE OF 260.00 FEET TO A POINT A POINT ON A NON-TANGENT LINE;

THENCE S.46°15'35"W., A DISTANCE OF 96.90 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST, A RADIAL LINE OF SAID CURVE THROUGH SAID POINT HAVING A BEARING OF N.52°03'31"W.;

THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 08°01'23" AND A RADIUS OF 2,290.00 FEET FOR AN ARC DISTANCE OF 320.67 FEET TO A POINT TO A POINT ON A NON-TANGENT LINE, LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF NW 136TH AVENUE AND THE NORTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C";

SKETCH  
 No. 05-6769\_CDD



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**SKETCH AND LEGAL DESCRIPTION OF:  
METROPICA CDD  
"METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

LEGAL DESCRIPTION CONTINUED:

THENCE S.16°05'53"E., A DISTANCE OF 50.37 FEET;

THENCE S.62°06'52"E., ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF GREEN TOAD ROAD AND THE SOUTHWESTERLY BOUNDARY LINE OF SAID PARCEL "C", A DISTANCE OF 848.35 FEET;

THENCE N.79°39'32"E., A DISTANCE OF 43.31 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA.

LESS THAT CERTAIN PARCEL OF LAND KNOWN AS RESIDENTIAL TOWER No. 1, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PARCEL OF LAND BEING A PORTION OF PARCEL "A", OF "METROPICA PLAT", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 179, PAGES 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL "A";

THENCE S.85°43'49"E., ALONG THE NORTHERLY LINE OF SAID PARCEL "A", A DISTANCE OF 156.46 FEET, TO A POINT OF CURVATURE OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST;

THENCE EASTERLY AND SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A CENTRAL ANGLE OF 47°18'01" AND A RADIUS OF 150.00 FEET, FOR AN ARC DISTANCE OF 123.83 FEET, TO A POINT OF REVERSE CURVATURE OF A TANGENT CURVE CONCAVE TO THE NORTHEAST;

THENCE SOUTHEASTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 43°21'27" AND A RADIUS OF 150.00 FEET, FOR AN ARC DISTANCE OF 113.51 FEET, TO A POINT OF TANGENCY;

THENCE S.81°47'15"E., ALONG A LINE TANGENT TO THE LAST DESCRIBED CURVE, A DISTANCE OF 451.87 FEET, THE LAST MENTIONED 3 COURSES BEING COINCIDENT WITH THE NORTHERLY LINE OF SAID PARCEL "A";

THENCE S.00°00'00"E., A DISTANCE OF 99.45 FEET, TO THE POINT OF BEGINNING;

THENCE S.90°00'00"W., A DISTANCE OF 251.95 FEET;

THENCE N.03°06'03"E., A DISTANCE OF 38.23 FEET;

THENCE N.86°54'06"W., A DISTANCE OF 45.16 FEET;

THENCE S.03°06'03"W., A DISTANCE OF 47.49 FEET;

THENCE S.00°00'00"E., A DISTANCE OF 49.68 FEET;

THENCE S.90°00'00"W., A DISTANCE OF 154.79 FEET;

THENCE S.24°10'54"E., A DISTANCE OF 86.60 FEET;

THENCE S.90°00'00"E., A DISTANCE OF 416.86 FEET;

THENCE N.00°00'00"W., A DISTANCE OF 135.48 FEET, TO THE POINT OF BEGINNING.

SAID LAND SITUATE WITHIN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA, CONTAINING 48.612 ACRES, (2,117,533 SQUARE FEET), MORE OR LESS.

NOTES:

1. THE PROPERTY SHOWN HEREON WAS NOT SUBJECTED TO A TITLE SEARCH FOR OWNERSHIP, RIGHTS-OF-WAY, EASEMENTS OR OTHER MATTERS OF RECORD.
2. THIS SKETCH AND DESCRIPTION IS "NOT VALID" WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. THE BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING OF N.89°48'19"E., ALONG THE SOUTH LINE OF PARCEL "A", METROPICA PLAT, RECORDED IN PLAT BOOK 179, PAGE 70 THRU 76, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.
4. THIS SKETCH DOES NOT REPRESENT A FIELD SURVEY (THIS IS NOT A SURVEY).

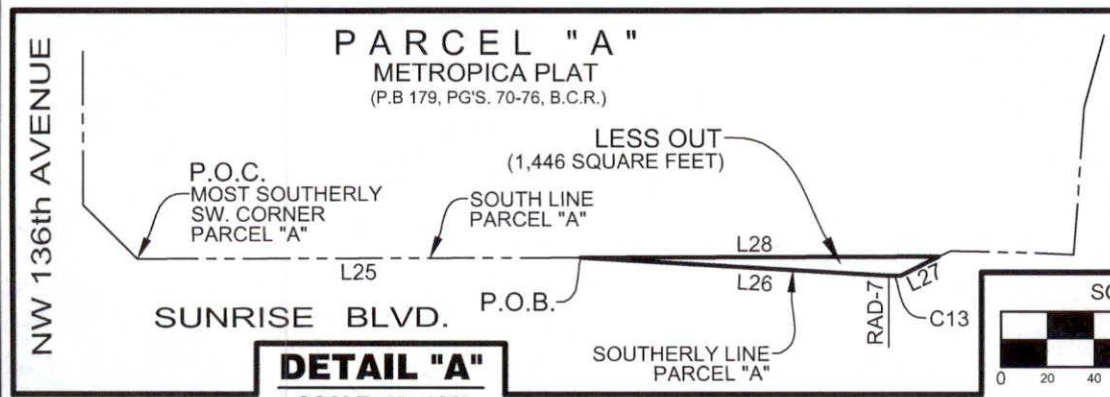
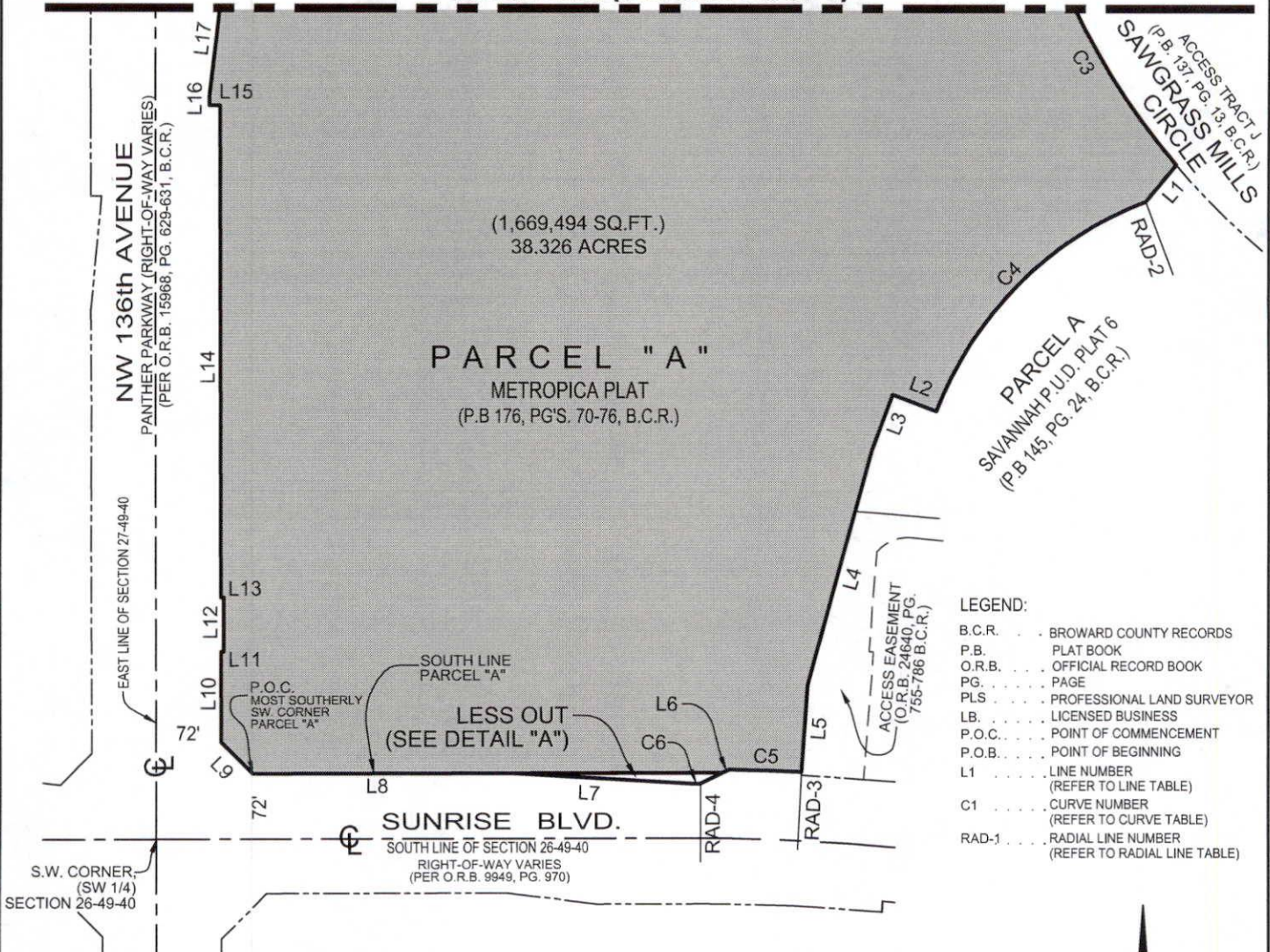
NO. 05-6769\_CDD



**SKETCH AND LEGAL DESCRIPTION OF:  
 METROPICA CDD  
 "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.)  
 CITY OF SUNRISE, BROWARD COUNTY, FLORIDA**

NOTE:  
 SEE SHEETS 1, 2 AND 3 OF 7 FOR THE  
 LEGAL DESCRIPTION OF THE  
 PROPERTY SHOWN GRAPHICALLY  
 HEREON.

**MATCH LINE (SEE SHEET 5 OF 7)**





# STONER

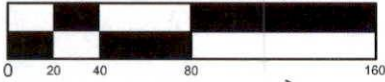
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SCALE: 1" = 180'



GRAPHIC SCALE



## SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

### LEGEND:

- B.C.R. . . . . BROWARD COUNTY RECORDS
- P.B. . . . . PLAT BOOK
- O.R.B. . . . . OFFICIAL RECORD BOOK
- PG. . . . . PAGE
- PLS . . . . . PROFESSIONAL LAND SURVEYOR
- LB. . . . . LICENSED BUSINESS
- P.O.C. . . . . POINT OF COMMENCEMENT
- P.O.B. . . . . POINT OF BEGINNING
- L1 . . . . . LINE NUMBER  
(REFER TO LINE TABLE)
- C1 . . . . . CURVE NUMBER  
(REFER TO CURVE TABLE)
- RAD-1 . . . . . RADIAL LINE NUMBER  
(REFER TO RADIAL LINE TABLE)

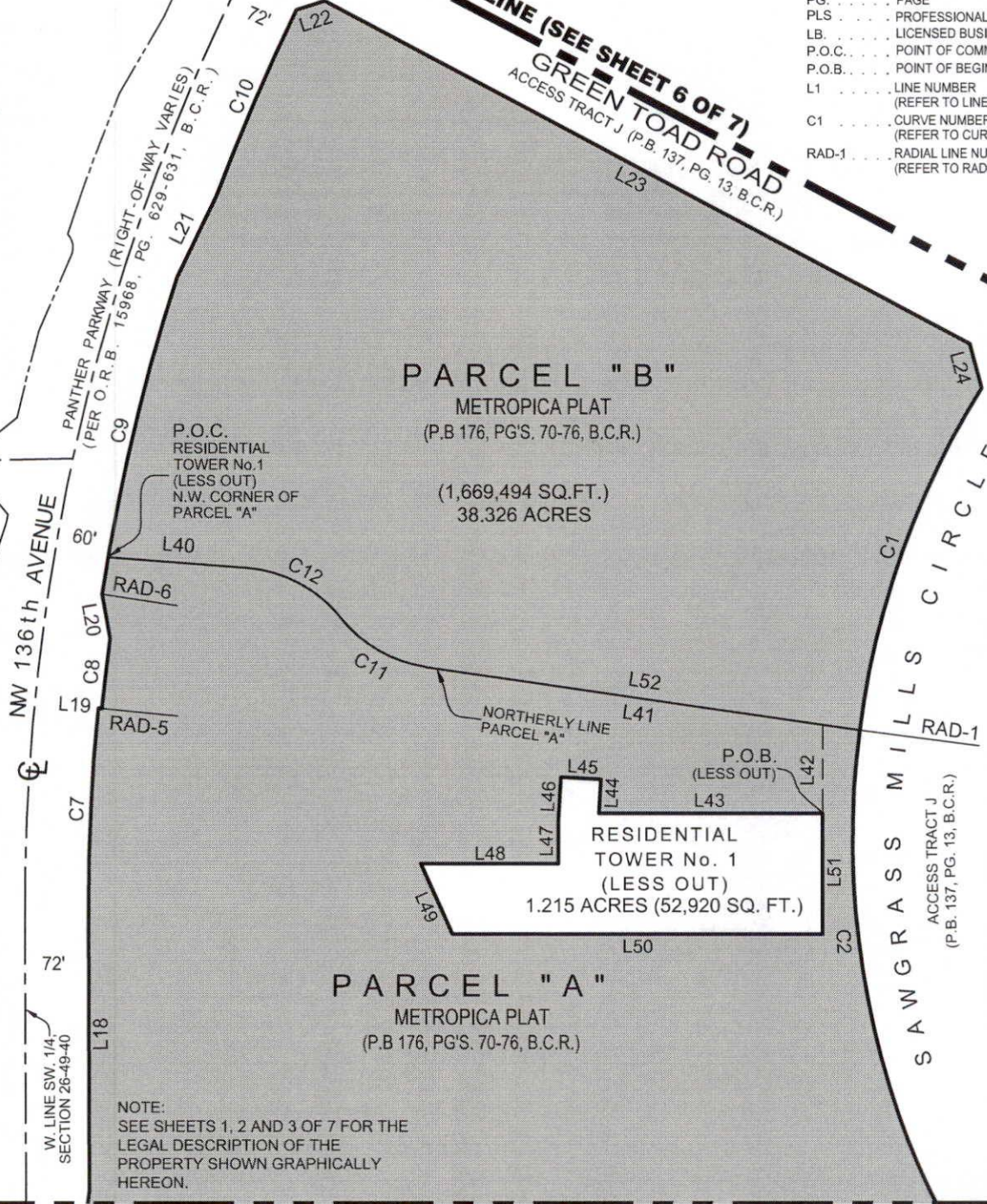
**MATCH LINE (SEE SHEET 6 OF 7)**  
**GREEN TOAD ROAD**  
 ACCESS TRACT J (P.B. 137, PG. 13, B.C.R.)

**PARCEL "B"**  
 METROPICA PLAT  
 (P.B 176, PG'S. 70-76, B.C.R.)  
 (1,669,494 SQ.FT.)  
 38.326 ACRES

**RESIDENTIAL TOWER No. 1 (LESS OUT)**  
 1.215 ACRES (52,920 SQ. FT.)

**PARCEL "A"**  
 METROPICA PLAT  
 (P.B 176, PG'S. 70-76, B.C.R.)

NOTE:  
 SEE SHEETS 1, 2 AND 3 OF 7 FOR THE  
 LEGAL DESCRIPTION OF THE  
 PROPERTY SHOWN GRAPHICALLY  
 HEREON.



**MATCH LINE (SEE SHEET 4 OF 7)**



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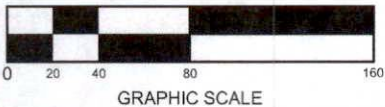
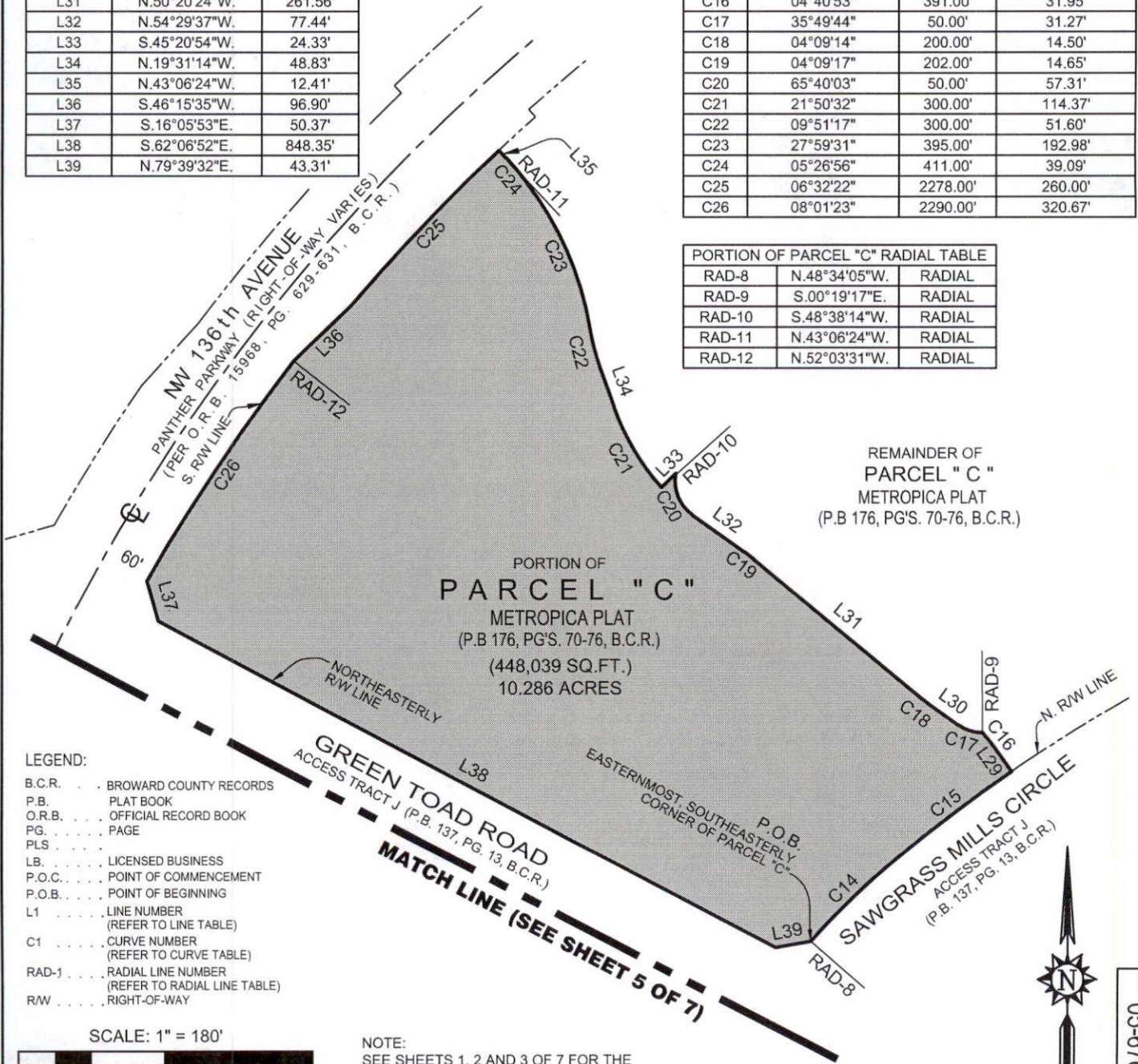
TEL (954) 585-0997  
www.stonersurveyors.com

### SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

PORTION OF PARCEL "C" LINE TABLE		
LINE	BEARING	DISTANCE
L29	N.35°43'19"W.	26.58'
L30	N.54°29'37"W.	42.87'
L31	N.50°20'24"W.	261.56'
L32	N.54°29'37"W.	77.44'
L33	S.45°20'54"W.	24.33'
L34	N.19°31'14"W.	48.83'
L35	N.43°06'24"W.	12.41'
L36	S.46°15'35"W.	96.90'
L37	S.16°05'53"E.	50.37'
L38	S.62°06'52"E.	848.35'
L39	N.79°39'32"E.	43.31'

PORTION OF PARCEL "C" CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C14	08°45'36"	955.00'	146.01'
C15	05°20'54"	1865.00'	174.09'
C16	04°40'53"	391.00'	31.95'
C17	35°49'44"	50.00'	31.27'
C18	04°09'14"	200.00'	14.50'
C19	04°09'17"	202.00'	14.65'
C20	65°40'03"	50.00'	57.31'
C21	21°50'32"	300.00'	114.37'
C22	09°51'17"	300.00'	51.60'
C23	27°59'31"	395.00'	192.98'
C24	05°26'56"	411.00'	39.09'
C25	06°32'22"	2278.00'	260.00'
C26	08°01'23"	2290.00'	320.67'

PORTION OF PARCEL "C" RADIAL TABLE		
RADIAL	BEARING	TYPE
RAD-8	N.48°34'05"W.	RADIAL
RAD-9	S.00°19'17"E.	RADIAL
RAD-10	S.48°38'14"W.	RADIAL
RAD-11	N.43°06'24"W.	RADIAL
RAD-12	N.52°03'31"W.	RADIAL



SKETCH  
NO. 05-6769\_CDD



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## SKETCH AND LEGAL DESCRIPTION OF: METROPICA CDD "METROPICA PLAT", (P.B. 179, PG'S 70-76, B.C.R.) CITY OF SUNRISE, BROWARD COUNTY, FLORIDA

PARCELS "A" AND "B" LINE TABLE		
LINE	BEARING	DISTANCE
L1	S.40°05'11"W.	53.01'
L2	N.69°07'10"W.	51.70'
L3	S.20°25'46"W.	65.52'
L4	S.15°20'42"W.	268.86'
L5	S.03°55'49"W.	96.00'
L6	N.64°00'20"E.	36.00'
L7	N.86°45'40"W.	200.36'
L8	S.89°48'19"W.	288.00'
L9	S.45°05'51"E.	49.58'
L10	N.00°11'40"W.	100.00'
L11	N.89°48'20"E.	3.00'
L12	N.00°11'40"W.	60.00'
L13	N.89°48'20"E.	3.00'
L14	N.00°11'40"W.	542.89'
L15	S.89°48'20"W.	12.00'
L16	N.00°11'40"W.	10.09'
L17	N.06°38'56"E.	100.72'
L18	N.00°11'40"W.	316.80'
L19	N.85°43'49"W.	4.00'
L20	N.10°17'15"W.	50.64'
L21	N.25°58'37"E.	100.98'
L22	N.71°52'08"E.	33.65'
L23	S.62°06'52"E.	823.42'
L24	S.15°01'56"E.	51.26'

PARCELS "A" AND "B" CURVE TABLE			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C1	24°41'20"	955.00'	411.51'
C2	26°25'04"	955.00'	440.33'
C3	21°30'40"	805.00'	302.23'
C4	48°26'28"	399.19'	337.50'
C5	01°56'10"	2367.83'	80.01'
C6	00°11'47"	2351.83'	8.06'
C7	05°43'21"	2278.00'	227.52'
C8	01°59'54"	2274.00'	79.31'
C9	09°09'41"	2290.00'	366.17'
C10	05°43'58"	2278.00'	227.93'
C11	43°21'27"	150.00'	113.51'
C12	47°18'01"	150.00'	123.83'

PARCELS "A" AND "B" RADIAL TABLE		
LINE	BEARING	
RAD-1	N.82°38'15"W.	RADIAL
RAD-2	N.20°40'42"W.	RADIAL
RAD-3	N.02°43'14"E.	RADIAL
RAD-4	N.00°00'05"E.	RADIAL
RAD-5	N.84°28'13"W.	RADIAL
RAD-6	N.81°15'56"W.	RADIAL

CURVE TABLE LESS OUT (DETAIL "A")			
CURVE	CENTRAL ANGLE	RADIUS	ARC DISTANCE
C13	00°11'47"	2351.83'	8.06'

LINE TABLE LESS OUT RESIDENTIAL TOWER No. 1		
LINE	BEARING	DISTANCE
L40	S.85°43'49"E.	156.46'
L41	S.81°47'15"E.	451.87'
L42	S.00°00'00"E.	99.45'
L43	S.90°00'00"W.	251.95'
L44	N.03°06'03"E.	38.23'
L45	N.86°54'06"W.	45.16'
L46	S.03°06'03"W.	47.49'
L47	S.00°00'00"E.	49.68'
L48	S.90°00'00"W.	154.79'
L49	S.24°10'54"E.	86.60'
L50	S.90°00'00"E.	416.86'
L51	N.00°00'00"W.	135.48'
L52	S.81°47'15"E.	493.96'

RADIAL LINE TABLE LESS OUT DETAIL "A"		
LINE	BEARING	
RAD-7	N.00°11'41"W.	RADIAL

LINE TABLE LESS OUT (DETAIL "A")		
LINE	BEARING	DISTANCE
L25	N.89°48'19"E.	288.00'
L26	S.86°45'40"E.	200.36'
L27	N.64°00'20"E.	27.60'
L28	S.89°48'19"W.	232.91'

**Exhibit B**

**CDD NOTICE**

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).**

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
CONDOMINIUM	\$1,780	\$380	\$2,160

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).**

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
CONDOMINIUM	\$2.50	\$29.50	\$148.33

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS**

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
CONDOMINIUM	\$34,850	\$53,400

\_\_\_\_\_ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Metropica (the "**Development**") are also located within the boundaries of the Metropica Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and located in City of Sunrise ("**City**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

\_\_\_\_\_ PURCHASER'S INITIALS



2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_\_ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the Broward County real estate tax bill of each property located within the District and will be paid at the same time as Broward County and City taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

\_\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1,780** for a condominium unit (approximately **\$148.33** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately \$ for a condominium unit.

\_\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_\_ PURCHASER'S INITIALS

**3.4** District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for a Dwelling Unit will be approximately **\$380** per year for condominium unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_ PURCHASER'S INITIALS

**3.5** District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments.**" While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Broward County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_\_ PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_