

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 a Petition (the “Petition”) for creation of the Solterra Community Development District (the “District”) filed _____, and 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 Board that the representations made by Owner in support of the Petition will be abided by,

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 \$42,917.50 FOR A SINGLE FAMILY UNIT AND \$34,334.00 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,365.38 FOR SINGLE FAMILY UNIT AND \$15,492.31 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR A SINGLE FAMILY UNIT AND \$1,200 FOR A TOWNHOME 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 \$42,917.50 FOR A SINGLE FAMILY UNIT AND \$34,334 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,365.38 FOR SINGLE FAMILY UNIT AND \$15,492.31 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR A SINGLE FAMILY UNIT AND \$1,200 FOR A TOWNHOME 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 \$42,917.50 FOR A SINGLE FAMILY UNIT AND \$34,334 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$19,365.38 FOR SINGLE FAMILY UNIT AND \$15,492.31 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500 FOR A SINGLE FAMILY UNIT AND \$1,200 FOR A TOWNHOME 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:

SOLTERRA COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE SOLTERRA 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 SOLTERRA COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN SOLTERRA. 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 SOLTERRA 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 SOLTERRA 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 creation of the District, 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, after public hearing.

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:

WINDSOR-TIGER INVESTMENTS MANAGER,
LLC, a Florida limited liability company

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 _____, 2020, by _____, as _____ of
WINDSOR-TIGER INVESTMENTS MANAGER, LLC, a Florida limited liability company. 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

FOR: C.C. HOMES

SOLTERRA CDD
SUNRISE GOLF & COUNTRY CLUB, LLC

LEGAL DESCRIPTION:

ALL OF PARCEL "B" OF REGENCY HOMES AT SUNRISE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA

TOGETHER WITH,

A PORTION OF BLOCKS 1 AND 4 OF SECTION 27, AND BLOCKS 2 AND 3 OF SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, "EVERGLADES PLANTATION COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY OF PARCEL "A" OF SAID REGENCY HOMES AT SUNRISE PLAT, SAID POINT DELINEATED AS PRM NO. 48 ON SAID PLAT; THENCE SOUTH 89°32'52" WEST ALONG A BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 1277.92 FEET TO A POINT OF CURVATURE OF A 200.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH; THENCE WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE AND SAID BOUNDARY THROUGH A CENTRAL ANGLE OF 31°02'38", AN ARC DISTANCE OF 108.36 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE EAST LINE OF UNIT ONE OF "QUAIL RUN OF SUNRISE UNITS ONE, TWO & THREE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 81, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTH 31°27'08" WEST ALONG SAID PROLONGATION, BEING RADIAL TO THE NEXT DESCRIBED CURVE, A DISTANCE OF 1.22 FEET TO THE EASTERN-MOST CORNER OF UNIT ONE OF SAID PLAT; THENCE SOUTHWESTERLY ALONG THE EAST BOUNDARY LINE OF SAID PLAT AND THE ARC OF A 200.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST THROUGH A CENTRAL ANGLE OF 23°06'09", AN ARC DISTANCE OF 80.64 FEET TO A POINT OF TANGENCY; THENCE SOUTH 35°26'43" WEST ALONG SAID BOUNDARY, A DISTANCE OF 768.07 FEET TO A POINT OF CURVATURE OF A 600.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND BOUNDARY LINE THROUGH A CENTRAL ANGLE OF 31°01'52", AN ARC DISTANCE OF 324.96 FEET TO A POINT OF TANGENCY; THENCE SOUTH 66°28'35" WEST ALONG SAID BOUNDARY, A DISTANCE OF 180.00 FEET TO THE SOUTHERN MOST CORNER OF UNIT 3 OF SAID PLAT ALSO BEING THE EASTERN MOST CORNER OF PARCEL A, "THE FAIRWAYS OF SUNRISE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 101, PAGE 1, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 66°28'35" WEST ALONG THE EAST BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 305.41 FEET TO A POINT OF CURVATURE OF A 600.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 42°57'20", AN ARC DISTANCE OF 449.83 FEET TO A POINT OF TANGENCY; THENCE SOUTH 23°31'15" WEST, A DISTANCE OF 356.00 FEET TO AN ANGLE POINT OF SAID BOUNDARY; THENCE SOUTH 02°50'12" EAST ALONG SAID BOUNDARY, A DISTANCE OF 155.87 FEET TO THE SOUTHERN MOST CORNER OF PARCEL "A" OF SAID PLAT ALSO BEING THE NORTH EAST CORNER OF PARCEL 21 AND THE EAST BOUNDARY LINE OF ARAGON SECTION ONE. ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 82, PAGE 42, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE CONTINUE SOUTH 02°50'12" EAST ALONG THE EAST BOUNDARY LINE OF SAID PLAT, A DISTANCE OF 614.35 FEET TO A POINT OF INTERSECTION WITH A 600.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE WEST, WHOSE RADIUS POINT BEARS SOUTH 64°18'32" WEST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 13°23'04", AN ARC DISTANCE OF 140.16 FEET TO A POINT OF TANGENCY; THENCE SOUTH 12°18'24" EAST ALONG SAID BOUNDARY, A DISTANCE OF 319.04 FEET TO A POINT OF CURVATURE OF A 223.67 FOOT RADIUS CURVE, CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY AND EASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 78°46'41", AN ARC DISTANCE OF 307.53 FEET TO A POINT OF TANGENCY; THENCE NORTH 88°54'55" EAST ALONG SAID BOUNDARY, A DISTANCE OF 50.45 FEET TO THE NORTH EAST CORNER OF PARCEL 16 OF SAID PLAT, ALSO BEING A COMMON CORNER OF PARCEL "A" OF REGENCY HOMES AT SUNRISE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 159, PAGE 15, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, SAID POINT DELINEATED AS PRM NO. 14 ON SAID PLAT; THENCE CONTINUE NORTH 88°54'55" EAST ALONG THE BOUNDARY LINE OF PARCEL "A", A DISTANCE OF 642.16 FEET TO A POINT OF CURVATURE OF A 190.00 FOOT RADIUS CURVE, CONCAVE TO THE NORTH; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 27°31'43", AN ARC DISTANCE OF 91.29 FEET TO A POINT OF TANGENCY; THENCE NORTH 61°23'13" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 245.82 FEET TO A POINT OF CURVATURE OF A 490.00 FOOT RADIUS CURVE, CONCAVE TO THE SOUTH;

(CONTINUED ON SHEET 2)

R:\SURVEY\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_CCD_BOUNDARY.DWG

THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property, or monuments set in connection with the preparation of the information shown hereon.

The undersigned and CRAVEN-THOMPSON & ASSOCIATES, INC. make no representations or guarantees as to the information reflected hereon pertaining to easements, rights-of-way, set back lines, reservations, agreements and other similar matters, and further, this instrument is not intended to reflect or set forth all such matters. Such information should be obtained and confirmed by others through appropriate title verification. Lands shown hereon were not abstracted for right-of-way and/or easements of record.

UPDATES and/or REVISIONS	DATE	BY	CK'D
REVISED BOUNDARY AND LEGAL	3/19/20	JDR	RDP

CRAVEN • THOMPSON & ASSOCIATES, INC.
ENGINEERS • PLANNERS • SURVEYOR'S
3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6408 TEL.: (954) 739-6400
FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271
MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020

JOB NO.: 14-0013	SHEET 1 OF 10 SHEETS
DRAWN BY: AOS	F.B.N/A PG.N/A
CHECKED BY: RY	DATED: 02-19-20

SOLTERRA CDD
SUNRISE GOLF & COUNTRY CLUB, LLC

LEGAL DESCRIPTION (CONTINUED):

THENCE EASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 20°59'46", AN ARC DISTANCE OF 179.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 82°22'59" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 604.86 FEET TO A POINT OF CURVATURE OF A 432.67 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY AND NORTHERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 76°51'51", AN ARC DISTANCE OF 580.44 FEET TO A POINT OF TANGENCY; THENCE NORTH 05°31'08" EAST, ALONG SAID BOUNDARY, A DISTANCE OF 208.39 FEET TO A POINT OF CURVATURE OF A 237.56 FOOT RADIUS CURVE, CONCAVE TO THE EAST; THENCE NORTHERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 28°08'39", AN ARC DISTANCE OF 116.69 FEET TO A POINT OF TANGENCY; THENCE NORTH 33°39'46" EAST ALONG SAID BOUNDARY, A DISTANCE 521.35 FEET TO A POINT OF INTERSECTION OF A 649.13 FOOT RADIUS NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, WHOSE RADIUS POINT BEARS SOUTH 59°55'00" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHEASTERLY ALONG SAID CURVE AND BOUNDARY THROUGH A CENTRAL ANGLE OF 08°57'26", AN ARC DISTANCE OF 101.48 FEET TO A POINT OF A COMMON CORNER OF PARCEL B OF SAID PLAT; THENCE CONTINUE NORTHEASTERLY ALONG SAID 649.13 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 04°20'44", AN ARC DISTANCE OF 49.23 FEET TO A POINT OF REVERSE CURVATURE OF A 423.37 FOOT RADIUS CURVE, CONCAVE TO THE NORTHWEST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°31'57", AN ARC DISTANCE OF 3.93 FEET TO A POINT OF A COMMON CORNER OF PARCEL B OF SAID PLAT; THENCE CONTINUE NORTHEASTERLY ALONG SAID 423.37 FOOT RADIUS CURVE, THROUGH A CENTRAL ANGLE OF 44°19'48", AN ARC DISTANCE OF 327.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°28'35" WEST ALONG THE BOUNDARY OF SAID PARCEL A, A DISTANCE OF 1292.13 FEET TO THE POINT OF BEGINNING.


LESS THERE FROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

A PORTION OF BLOCK 2, SECTION 28, TOWNSHIP 49 SOUTH, RANGE 41 EAST, "EVERGLADES PLANTATION COMPANY SUBDIVISION", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 7 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE PREVIOUSLY DESCRIBED POINT OF BEGINNING, SAID POINT LYING ON A BOUNDARY OF PARCEL "A" OF SAID REGENCY HOMES AT SUNRISE PLAT, SAID POINT DELINEATED AS PRM NO. 48 ON SAID PLAT; THENCE SOUTH 89°32'52" WEST ALONG A BOUNDARY LINE OF PARCEL "A" OF SAID PLAT, A DISTANCE OF 1193.25 FEET TO THE POINT OF BEGINNING OF LESS OUT PARCEL, SAID POINT BEING ON THE ARC OF A 23.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 76°23'23" EAST, FROM THE LAST DESCRIBED POINT; THENCE SOUTHEAST, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 76°50'31", AN ARC DISTANCE OF 30.85 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°32'52" EAST, A DISTANCE OF 57.21 FEET TO A POINT OF CURVATURE OF A 32.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 36.36 FEET TO A POINT OF REVERSE CURVATURE OF A 27.00 FOOT RADIUS CURVE CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 65°06'22", FOR AN ARC DISTANCE OF 30.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°32'52" EAST, A DISTANCE OF 143.32 FEET TO A POINT OF CURVATURE OF A 48.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°02'06", FOR AN ARC DISTANCE OF 37.73 FEET TO A POINT OF REVERSE CURVATURE OF A 159.80 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°43'28", FOR AN ARC DISTANCE OF 197.26 FEET TO A POINT OF REVERSE CURVATURE OF A 298.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°02'46", FOR AN ARC DISTANCE OF 270.70 FEET TO A POINT OF REVERSE CURVATURE OF A 180.03 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°30'44", FOR AN ARC DISTANCE OF 143.00 FEET TO A POINT OF REVERSE CURVATURE OF A 98.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°09'21", FOR AN ARC DISTANCE OF 32.76 FEET TO A POINT OF TANGENCY; THENCE NORTH 89°32'52" EAST, A DISTANCE OF 90.69 FEET TO A POINT OF CURVATURE OF A 23.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°58'33", FOR AN ARC DISTANCE OF 35.72 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 56.87 FEET TO A POINT OF CURVATURE OF A 37.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 35.88 FEET TO A POINT OF TANGENCY; THENCE SOUTH 57°02'15" EAST, A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE OF A 33.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 32.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 108.55 FEET TO A POINT OF CURVATURE OF A 33.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY;

(CONTINUED ON SHEET 3)

R:\SURVEY\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_CCD_BOUNDARY.DWG

	CRAVEN • THOMPSON & ASSOCIATES, INC.		JOB NO.: 14-0013	SHEET 2 OF 10 SHEETS
	ENGINEERS	PLANNERS	SURVEYOR'S	
	3563 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33308 FAX: (954) 739-6409 TEL: (954) 739-6400		DRAWN BY: AOS	F.B. N/A PG. N/A
	FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS No. 271		CHECKED BY: RY	DATED: 02-19-20
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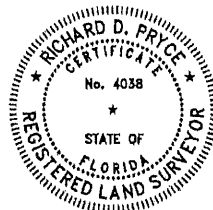
SOLTERRA CDD
SUNRISE GOLF & COUNTRY CLUB, LLC

LEGAL DESCRIPTION (CONTINUED):

THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 55°33'40", FOR AN ARC DISTANCE OF 32.00 FEET TO A POINT OF TANGENCY; THENCE SOUTH 54°05'05" WEST, A DISTANCE OF 48.00 FEET TO A POINT OF CURVATURE OF A 37.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°38'03", FOR AN ARC DISTANCE OF 32.70 FEET; THENCE NORTH 86°32'58" WEST, RADIAL TO THE LAST DESCRIBED CURVE, A DISTANCE OF 74.03 FEET; THENCE NORTH 01°28'35" WEST, A DISTANCE OF 21.73 FEET TO A POINT OF CURVATURE OF A 65.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 102.10 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 2.38 FEET; THENCE NORTH 01°28'35" WEST, A DISTANCE OF 90.00 FEET; THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 623.00 FEET TO A POINT OF CURVATURE OF A 140.00 FOOT RADIUS CURVE, CONCAVE SOUTHEASTERLY; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", FOR AN ARC DISTANCE OF 219.91 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°28'35" EAST, A DISTANCE OF 134.22 FEET; THENCE SOUTH 88°31'25" WEST, A DISTANCE OF 28.76 FEET TO A POINT OF INTERSECTION OF A 15.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE SOUTHWESTERLY, WHOSE RADIUS POINT BEARS SOUTH 85°16'01" WEST, FROM THE LAST DESCRIBED POINT, THE NEXT NINE COURSES FOLLOW ALONG THE NORTH BOUNDARY OF THE CONSERVATION EASEMENT AS RECORDED IN THE OFFICIAL RECORDS BOOK 24612, PAGE 670 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 59°53'04", AN ARC DISTANCE OF 15.68 FEET TO A POINT OF TANGENCY; THENCE NORTH 64°37'03" WEST, A DISTANCE OF 35.17 FEET; THENCE NORTH 78°26'42" WEST, A DISTANCE OF 28.83 FEET TO A POINT OF INTERSECTION OF A 55.00 FOOT RADIUS NON-TANGENT CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 03°12'39" EAST, FROM THE LAST DESCRIBED POINT; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°27'08", AN ARC DISTANCE OF 40.75 FEET TO A POINT OF REVERSE CURVATURE OF A 40.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 67°02'52", FOR AN ARC DISTANCE OF 46.81 FEET TO A POINT OF REVERSE CURVATURE OF A 23.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE SOUTHWESTERLY, WESTERLY, AND NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 94°08'22", FOR AN ARC DISTANCE OF 37.79 FEET TO A POINT OF REVERSE CURVATURE OF A 10.00 FOOT RADIUS CURVE, CONCAVE SOUTHWESTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 71°14'33", FOR AN ARC DISTANCE OF 12.43 FEET TO A POINT OF REVERSE CURVATURE OF A 43.00 FOOT RADIUS CURVE, CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°15'39", FOR AN ARC DISTANCE OF 36.97 FEET TO A POINT OF REVERSE CURVATURE OF A 25.00 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 93°10'18", FOR AN ARC DISTANCE OF 40.65 FEET; THENCE NORTH 42°23'55" WEST, DEPARTING FROM THE SAID CONSERVATION EASEMENT AND RADIAL FROM THE LAST DESCRIBED CURVE, A DISTANCE OF 60.84 FEET; THENCE NORTH 43°10'51" EAST, A DISTANCE OF 44.62 FEET TO A POINT OF CURVATURE OF A 265.00 FOOT RADIUS CURVE, CONCAVE NORTHWESTERLY; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 56°21'47", FOR AN ARC DISTANCE OF 260.69 FEET TO A POINT OF COMPOUND CURVATURE OF A 988.00 FOOT RADIUS CURVE CONCAVE SOUTHWESTERLY, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 8°29'18", FOR AN ARC DISTANCE OF 146.37 FEET TO A POINT OF INTERSECTION TO THE BOUNDARY OF "PARCEL A" OF SAID "REGENCY HOMES AT SUNRISE" PLAT, SAID POINT OF INTERSECTION BEING A 200.00 FOOT RADIUS NON-TANGENT CURVE CONCAVED SOUTHERLY, WHOSE RADIUS POINT BEARS SOUTH 12°42'01" EAST, FROM THE LAST DESCRIBED POINT; THENCE EASTERLY ALONG SAID CURVE, AND SAID BOUNDARY, THROUGH A CENTRAL ANGLE OF 12°14'53", AN ARC DISTANCE OF 42.75 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°32'52" EAST ALONG SAID BOUNDARY, A DISTANCE OF 84.67 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN THE CITY OF SUNRISE, BROWARD COUNTY, FLORIDA AND CONTAINING 6,630,559 SQUARE FEET OR (152.216 ACRES), MORE OR LESS.

RICHARD D. PRYCE, FOR THE FIRM
FLORIDA PROFESSIONAL SURVEYOR MAPPER NO. 4038
CRAVEN THOMPSON & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER NO. 271



Digitally signed by
Richard D. Pryce
Date: 2020.03.19
16:00:09 -04'00'

THIS SKETCH AND DESCRIPTION OR COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR A UNIQUE ELECTRONIC SIGNATURE OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER UNDER CHAPTER RULES 5J-17 FLORIDA ADMINISTRATIVE CODE.

R:\SURVEY\2014\14-0013 SOLTERRA CDD\DRAWINGS\14-0013_CDD_BOUNDARY.DWG


 CRAVEN • THOMPSON & ASSOCIATES, INC. ENGINEERS • PLANNERS • SURVEYOR'S 3363 N.W. 53RD STREET, FORT LAUDERDALE, FLORIDA 33309 FAX: (954) 739-6409 TEL: (954) 739-6400 FLORIDA LICENSED ENGINEERING, SURVEYING & MAPPING BUSINESS NO. 271 MATERIAL SHOWN HEREON IS THE PROPERTY OF CRAVEN-THOMPSON & ASSOCIATES, INC. AND SHALL NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT WRITTEN PERMISSION. COPYRIGHT (C) 2020	JOB NO.: 14-0013	SHEET 3 OF 10 SHEETS
	DRAWN BY: AOS	F.B. N/A PG. N/A
	CHECKED BY: RY	DATED: 02-19-20

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)
Single Family	\$1,500.00	\$2,372.00	\$3,872.00
Townhome	\$1,200.00	\$1,898.00	\$3,098.00

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</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family	\$11.49	\$186.11	\$125.00
Townhome	\$9.19	\$148.88	\$100.00

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)
Single Family	\$19,365.38	\$42,917.50
Townhome	\$15,492.31	\$34,334.00

_____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units (“**Dwelling Units**”) in Solterra (the “**Development**”) are also located within the boundaries of the Solterra 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 **\$1,500** for a single family unit (approximately **\$125.00** per month) and **\$1,200** for a townhome unit (approximately **\$100.00** 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 **\$42,917.50** for a single family unit and **\$34,344.00** for a townhome 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 **\$2,372.00** per year for single family unit and **\$1,898.00** per year for a townhome 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:

Print Name: _____
Date: _____

PURCHASER:

Print Name: _____
Date: _____