(Public Hearing 10-7-08)

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2008

Agenda Item No. 5(B)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Creating the Bellagio Community Development District
(Commission District No.12)

Recommendation

It is recommended that the Board of County Commissioners (BCC) adopt the attached Ordinance creating the Bellagio Community Development District (CDD) in the City of Hialeah, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Hialeah has approved the creation of the Bellagio CDD by Resolution No. 07-95.

Scope

This CDD is located within Commission District 12 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

The creation of the Bellagio Community Development District will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County.

Track Record/Monitoring

Public roads and other public infrastructure, including water and sewer in the private road areas within this development are to be maintained by the City of Hialeah. Private roadways, private area storm drainage, and certain landscape areas within public roadways and landscaped tracts will be maintained by Homeowners Associations or the CDD. With the City's approval, a special taxing district will be created to maintain these areas and infrastructure should the CDD be dissolved or fails to fulfill these maintenance obligations. The special taxing district will remain dormant until such time as Miami-Dade County determines that the CDD is not providing service and adopts the special taxing district's assessment roll resolution.

Background

Shoma Homes at Bellagio, LLC, owner of the Shoma Homes at Bellagio Development, (Shoma Homes at Bellagio) has filed an application to create the Bellagio CDD in connection with said development. Shoma Homes at Bellagio is a proposed 73.65 acre residential development lying wholly within the City of Hialeah, in an area bounded by I-75 right-of-way on the east, theoretical W 85th Street (theoretical NW 139th Street) and theoretical W 86th Street (theoretical NW 140th Street) on the south, W 36th Avenue (NW 97th Avenue) on the west and theoretical W 90th Street (theoretical NW 144th Street) and theoretical W 92nd Street (NW 146th Street) on the north. The CDD is designed to provide a financing mechanism for community infrastructure, facilities and services, along with certain ongoing operations and maintenance for the Shoma Homes at Bellagio Development. The development plan for the lands within the proposed CDD include construction of 93 single-family homes, 176 townhouse lots and 232 condominium units with associated roadway, earthwork, storm drainage and water and sewer facilities estimated to cost approximately $12.313 Million. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Shoma Homes at Bellagio, LLC. In accordance with Florida Statute 190, Shoma Homes at Bellagio, LLC. has paid a filing fee of $15,000 to the County.

A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

The BCC is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish governmental units such as this CDD within Miami-Dade County and to prescribe such government's jurisdiction and powers.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: October 7, 2008

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 5(B)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

✓ **No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(B)
10-7-08

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF SHOMA HOMES AT BELLAGIO, LLC, ("PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING BELLAGIO COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY; EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Miami-Dade County Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, Shoma Homes at Bellagio, ("Petitioner") has petitioned for the establishment of the Bellagio Community Development District (the "District"); and

WHEREAS, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering community development facilities and services to the area that will be served by the District; and

WHEREAS, the proposed facilities and services to be provided by the District will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

WHEREAS, the area that will be served by the District is amenable to separate special-district government; and

WHEREAS, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Miami-Dade County Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

WHEREAS, because the proposed District is located wholly within the municipal boundaries of the City of Hialeah, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Hialeah has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and the Board of County Commissioners desires to establish the District; and

WHEREAS, based on the written consent of the City of Hialeah, the Miami-Dade County Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA that:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the Bellagio Community Development District over the real property described in the Petition attached hereto, which was filed by Shoma Homes at Bellagio, LLC, a Florida corporation, on January 25, 2008, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit A).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit B.

Section 4. The initial members of the Board of Supervisors shall be as follows:

Maria Donoso
David Flinn
Masoud Shojaee
Marta Cruz
Orestes Lopez

Section 5. The name of the District shall be the "Bellagio Community Development District."

Section 6. The Bellagio Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Bellagio Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

Section 8. The Miami-Dade County Board of County Commissioners hereby grants to the Bellagio Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Bellagio Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2) (a) (d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the Bellagio Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the Bellagio Community Development District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

Section 12. Notwithstanding any power granted to the Bellagio Community Development District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, or special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the Bellagio Community Development District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Bellagio Community Development District, in connection with the petition submitted by Shoma Homes at Bellagio, LLC, and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

Section 17. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Gerald T. Heffernan

EXHIBIT "A"
TO THE ORDINANCE

PETITION TO ESTABLISH BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Shoma Homes at Bellagio, LLC, a Florida limited liability company ("Petitioner"), petitions Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Uniform Community Development District ("District") and to designate the land area for which the District would manage and finance basic service delivery and states as follows:

1. **Petitioner and Authorized Agent:** Petitioner is a Florida limited liability company with principal offices at 5835 Blue Lagoon Drive, 4th Floor, Miami, Florida 33126. Copies of all correspondence and official notices should also be sent to the authorized agent for the Petitioner:

Dennis E. Lyles, Esq.
Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A.
888 S.E. 3rd Avenue, Suite 301
Fort Lauderdale, Florida 33316
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bchlm.com

2. **District Location and Description:** The land area to be included in the District comprises approximately 73.65 gross acres more or less. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in the City of Hialeah, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**. (Section 190.005(2)(a) and (1)(a)(1), Florida Statutes.)

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the District. In addition, any potential establishment costs to the City of Hialeah or Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owner Consent:** Attached hereto as **Exhibit 3** is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District. (Section 190.005(2)(a) and (1)(a)(2), Florida Statutes).

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes Amended, are named in **Exhibit 4** attached hereto. (Section 190.005(2)(a) and (1)(a)(3) Florida Statutes).

6. **District Name:** The proposed name of the District is Bellagio Community Development District (Section 190.005(2)(a) and (1)(a)(4), Florida Statues).

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 5** attached hereto. (Section 190.005(2)(a) and (1)(a)(5), Florida Statutes.)

11

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6** and **7**, respectively. (Sections 190.005(2)(a) and (1)(a)(6), Florida Statutes.)

The Petitioner intends that the District will finance (1) stormwater management system, (ii) water distribution system, (iii) wastewater collection and transmission system, and (iii) roadway improvements. The portion of the stormwater management system located inside the public rights-of-way will be owned and maintained by the City of Hialeah; and the portion of the stormwater management system located outside the public rights-of-way will be owned and maintained by the District. The water distribution system and the wastewater collection and transmission system will be owned and maintained by the City of Hialeah. The roadway improvements will be owned and maintained by the City of Hialeah.

9. **Zoning Designation; Future Land Use:** The land within the District is zoned Residential Development District. The zoning approval for project within the District is attached hereto as **Exhibit 8.** The future general distribution, location and extent of the public and private land uses proposed within the District are shown on **Exhibit 9**. These proposed land uses are consistent with the state comprehensive plan and the City of Hialeah Comprehensive Plan, which designates the land within the District as Low Medium Density Residential.

10. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as **Exhibit 10**. (Sections 190.005(2)(a) and (1)(a)(8), Florida Statutes.)

12

11. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statues).

12. **Disclosure Requirements:** The Petitioner undertakes on behalf of the District that the Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

13. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the district and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a

governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

14. **Resolution of Support from the City of Hialeah:** A Resolution of the City of Hialeah City Council supporting the establishment of the District is attached as **Exhibit 11**.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 7th day of November, 2006.

SHOMA HOMES AT BELLAGIO, LLC, a Florida limited liability company

By: _____

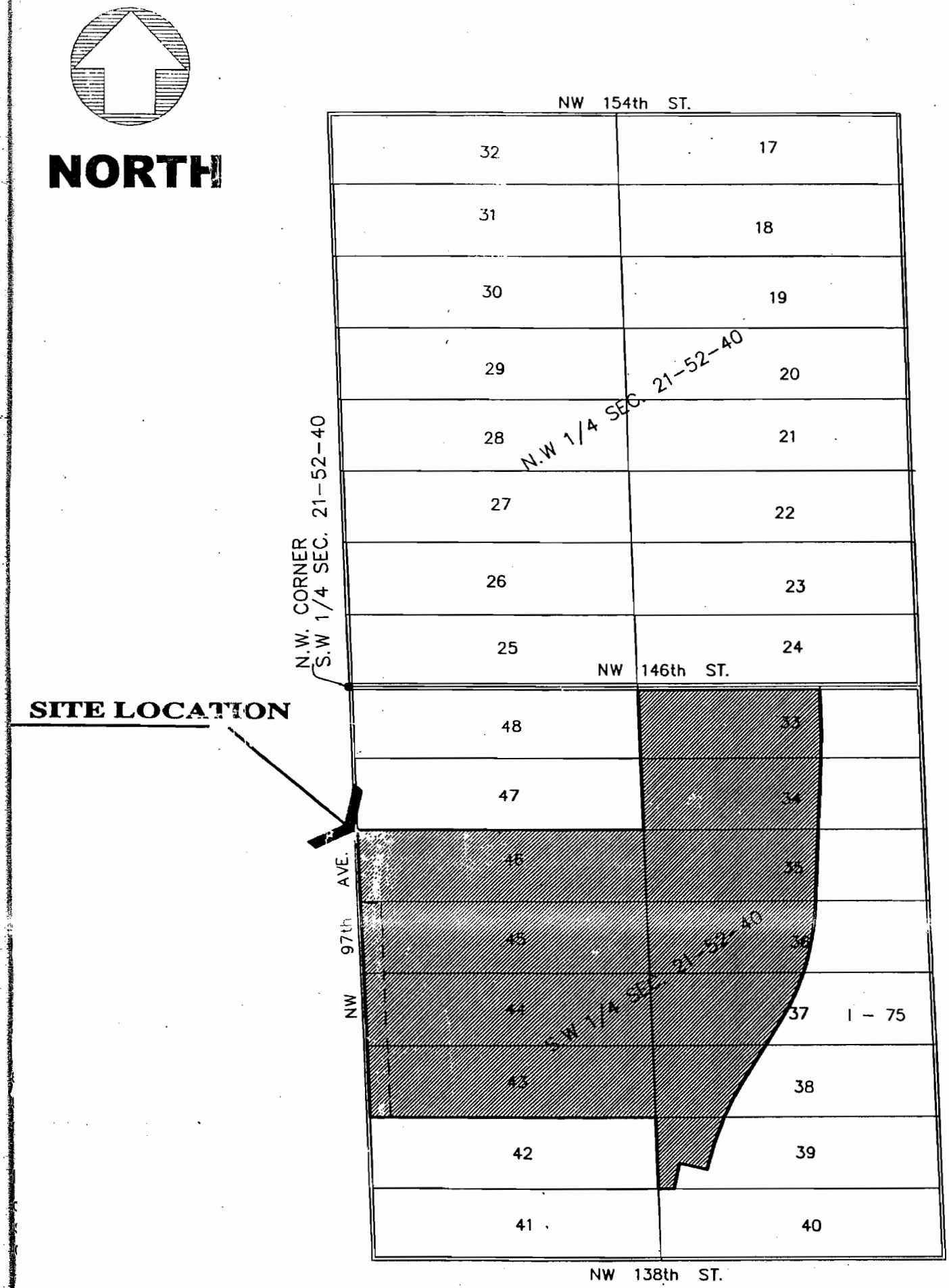
Print Name: Masoud Shojaee

Title: President

14

EXHIBIT 1

LOCATION SKETCH



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LOCATION MAP

EXHIBIT 2

METES AND BOUNDS DESCRIPTION

3) We have reviewed Chicago Title Insurance Company Commitment No. 3002104[illegible], effective date October 31, 2002, and have identified the exceptions listed below which are shown on Schedule B, Section 2 as matters of survey containing legal descriptions which can be delineated.

4) Accuracy: The expected use of the land, as classified in the Minimum Technical Standards (61G17-6FAC), is "High Risk Residence". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.

5) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.

6) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.

7) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.

8) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.

9) AREA OF PROPERTY:

9a) Area =3206887.2 Sq. Ft. or 73.62 Acres +/-

10) Ownership subject to OPINION OF TITLE.

11) Type of Survey: Boundary Survey.

12) North arrow direction and bearings are based on North Line of Section 21-52-40 (N89°12'25") Miami-Dade County, Florida Public Work Dept.

13) Elevations are based on: National Geodetic Vertical Datum of 1929

14) Bench Mark Used: - Elev.-

15) Property Address:
NW. 97th AVENUE
146 STREET

16) Flood Zone: "AE"
FEMA Panel Number: 12025C0075 J
Base Flood Elev.=6.00'
Date: MARCH 2, 1994

17) This PLAN OF SURVEY, has been prepared for the exclusive use of the entities named hereon. The Certificate does not extended to any unnamed party:

a. SHOMA HOMES AT HIDDEN LAKES, INC. A FLORIDA CORPORATION
b. CHICAGO TITLE INSURANCE COMPANY
c. UNION PLANTERS BANK, N.A.,A NATIONAL BANKING ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS
d. AKERMAN SENTERFITT

COMMITMENT EXCEPTIONS

Item 6) Does not affect the property.
Item 7) Tracts 33 to 38 inclusive and Tracts 43 to 46 inclusive are affected by this document.
Item 8) Already cut out of legal.
Item 9) Incomplete; cannot locate.
Item10) Already cut out of legal.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the BOUNDARY SURVEY, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Original Field Survey Date: DECEMBER 02, 2002.

By: _____

Sergio Redondo P.S.M
Professional Surveyor and Mapper
State of Florida, Registration No. 3162

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P.S.M
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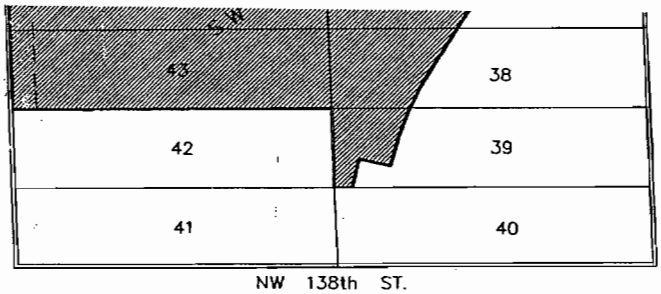
Registration No. 3162



LOCATION MAP
SCALE = N.T.S.

LEGAL DESCRIPTION:

The Land is described as follows:

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for471.94 feet to the Point of Beginning and all rights of ingress, egress, light air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate75.

Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at Page 2138, of the Public Records of Miami-Dade County, Florida.

Tract 46 in Section 21, Township 52 South, Range 40 East, a Subdivision according to the Plat thereof recorded in Plat Book 2, page 17 of the Public Records of Miami-Dade County, Florida.

Portions of Tract 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 52 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 39, thence North 02 degrees 37 minutes 47 seconds West, along the West line of said Tract 39, for 330.20 feet, to the Northwest corner of said Tract 39; thence North 89 degrees 37 minutes 53 seconds East, along the North line of said Tract 39, for 319.94 feet, to a point on the Westerly right-of-way line of Interstate 75, said point also being on a circular curve, said curve being concave to the Northwest and having a radius of 1315.92 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line of Interstate 75, through a central angle of 11 degrees 03 minutes 51 seconds, for an arc distance of 254.11 feet; thence North 77 degrees 18 minutes 30 seconds West, along said Westerly right-of-way line of Interstate 75; thence South 1 degrees 23 minutes 07 seconds West, along said Westerly right-of-way line of Interstate 75, to a point on the South line on said Tract 39, thence South 89 degrees 38 minutes 06 seconds West, along said South line of Tract 39, for 74.40 feet, to the Point of Beginning; said lands lying in Miami-Dade County, Florida.

EXHIBIT A
LEGAL DESCRIPTION

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for 471.94 feet to the Point of Beginning and all rights of ingress, egress, light, air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate 75.

Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at page 2138, of the Public Records of Miami-Dade County, Florida.

Tract 46 in Section 21, Township 52 South, Range 40 East, a Subdivision according to the Plat thereof recorded in Plat Book 2, page 17 of the Public Records of Miami-Dade County, Florida.

Portions of Tract 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 52 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 39, thence North 02 degrees 37 minutes 47 seconds West, along the West line of said Tract 39, for 330.20 feet, to the Northwest corner of said Tract 39; thence North 89 degrees 37 minutes 53 seconds East, along the North line of said Tract 39, for 319.94 feet, to a point on the Westerly right-of-way line of Interstate 75, said point also being on a circular curve, said curve being concave to the Northwest and having a radius of 1315.92 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line of Interstate 75, through a central angle of 11 degrees 03 minutes 51 seconds, for an arc distance of 254.11 feet; thence North 77 degrees 18 minutes 30 seconds West, along said Westerly right-of-way line of Interstate 75; thence South 11 degrees 23 minutes 07 seconds West, along said Westerly right-of-way line of Interstate 75, to a point on the South line on said Tract 39; thence South 89 degrees 38 minutes 06 seconds West, along said South line of Tract 39, for 74.40 feet, to the Point of Beginning; said lands lying and being in Miami-Dade County, Florida.

EXHIBIT 3

AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE ESTABLISHNMENT OF THE BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On this 7th day of October, 2006, personally appeared before me, Masoud Shojaee, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of Shoma Homes at Bellagio, LLC, a Florida limited liability company (the "Company").

2. The Company is the owner of the following described property, to wit:

See Exhibit "A" attached hereto (the "Property")

3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Bellagio Community Development District (the "Proposed CDD").

4. The Property constitutes all of the real property to be included in the Proposed CDD.

5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

6.

FURTHER AFFIANT SAYETH NOT.

Masoud Shojaee, as Manager of Shoma Homes at Bellagio, LLC, a Florida limited liability company

Subscribed and sworn to before me this 7 day of Oct., 2006, by Massoud Shojaee, who personally appeared before me, and is personally known.

Notary: _____

Print Name: Maribel Mendoza

Notary Public, State of Florida

MARIBEL MENDOZA
MY COMMISSION # DD 396813
EXPIRES: February 27, 2009
Bonded Thru Notary Public Underwriters

Exhibit "A" to Affidavit

Legal description of Property

LEGAL DESCRIPTION

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for 471.94 feet to the Point of Beginning and all rights of ingress, egress, light, air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate 75.

Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at page 2138, of the Public Records of Miami-Dade County, Florida.

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JOINDER BY MORTGAGEE IN PETITION FOR CREATION OF BELLAGIO COMMUNITY DEVELOPMENT DISRICT

To Miami-Dade County, Florida:

The undersigned, Regions Bank, an Alabama banking corporation ("the Lender"), the Mortgagee under that certain mortgage from SHOMA HOMES AT BELLAGO, LLC, dated January 15, 2003 and recorded in Official Records Book 20957, at Page 3594, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing petition for creation of the Bellagio Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of _____, 200_ and executed by the SHOMA HOMES AT BELLAGIO, LLC, in connection with the creation of the Bellagio Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 5th day of October, 2006.

REGIONS BANK, an Alabama banking corporation

By: Mercedes Montalvo
Name: Mercedes Montalvo
Title: Senior Vice President

Rosy Miralles
Print or Type Name

Leda Lorenzo
Print or Type Name

25

STATE OF FLORIDA)
) ss:
COUNTY OF MIAMI-DADE)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Mercedes Montalvo, personally known to me to be the same person whose name is, as Senior Vice President of REGIONS BANK, an Alabama banking corporation, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of REGIONS BANK, and delivered the said instrument as the free and voluntary act of REGIONS BANK and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 5th day of October, 2006.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

(Name of Notary Public, Print, Stamp or Type as Commissioned.)

☑ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☐ DID NOT take an oath.

LEDA L. LORENZO
MY COMMISSION # DD 455004
EXPIRES: July 26, 2009
1-800-3-NOTARY FL Notary Discount Assoc. Co.

MIA-FS1\GOLDMANS\1826589v01\10/5/06\04275.291247

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Name: Maria Donoso
Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

Name: David Flinn
Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

Name: Masoud Shojaee
Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

Name: Marta Cruz
Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

Name: Orestes Lopez
Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

MARIA P. DONOSO

15200 S.W. 51 Street
Miramar, FL, 33027

(954) 442-9291
Work: (305) 336-3115
E-mail: Mdono001@gmail.com

OBJECTIVE: Challenging position where my business and finance background can serve to improve operations.

EDUCATION

Florida International University, Miami, FL
Masters in the Science of Finance, expected graduation July 2006
GPA: 4.0 (4.0=A)

Florida International University, Miami, FL
B.B.A. degree graduated December 2003 Cum Laude
Major: Finance GPA: 3.6 (4.0=A)
Ranked among top 15% of juniors and seniors

Gold Coast School of Real Estate, Ft. Lauderdale, FL
Florida Real Estate Salesperson license # SL-0704536

HONORS AND ACTIVITIES

President of seven condominium and homeowner associations for Shoma Development Corporation (December 2003-Present)
Our Lady of the Lakes Parish, volunteer (2000 to present)

EXPERIENCE

Accounting Division Supervisor, Shoma Development Corporation (December 2003- Present)
Supervise accounts payable staff. Work as Director of the Homeowner's Associations Division. Audit accounts payable commitments and payments. Manage major accounts such as advertising, engineering, consulting, and legal. Manage accounts for three commercial properties. Responsible for all cash disbursements. Assist VP/CFO in financing and accounting tasks and projects.

Accounting, Shoma Development Corporation (December 2002- December 2003)
Entered account payables in various accounting and developer computer programs. Organized and kept track of general liability/worker's comp. insurance for all the subcontractors. Managed all the cash and escrow deposits.

Real Estate Salesperson, LMG Realty, Inc./First Realty USA, Inc (May 2001 to Present)
Implemented networking skills to develop customer leads. Worked together with realtors, mortgage banks, title companies, and attorneys to coordinate and facilitate closings. Prepared standard listing, sale, lease, and seasonal rent contracts. Prepared closing cost estimates. Reviewed Hud 1 statements.

Sales Assistant, Westbrooke Companies, Inc. (March 2000 to June 2001)
Assisted sales of homes in Monaco at Sunset Lakes Community, Miramar, FL. Facilitated communication between customers and construction superintendents. Received and explained customer requests and complaints to superiors. Organized and updated contract files. Maintained weekly sales log. Managed inventory.

SKILLS AND ABILITIES

Communication and Interpersonal

- Trained in working in real estate teams
- Demonstrate sound speaking and writing skills polished through completion of a course in business communication
- Ability to speak and write Spanish

Computer

- Trained in using Microsoft Word, Works, Power Point, Excel, Access, Timberline, Builder Software, and the Internet

RESUMÉ

David L. Flinn
1717 N. Bayshore Drive #1231
Miami, Florida 33132

PROFESSIONAL:

Chief Financial Officer and Director, Aljoma Lumber, Inc., Medley, Florida, 1976 to present. Director and Secretary, Gand Lakes Development Corp.

Financial Consultant to various foreign corporations, 1976 to present.

EDUCATION

BA, Georgia State University, Atlanta, Ga.
The Westminster Schools, Atlanta, Ga.

PERSONAL

Divorced, two daughters.

RESUMÉ

Masoud Shojaee
515 Casuarina Concourse
Coral Gables, Florida 33143

Professional:

President & Director, Shoma Development Corp, Miami, Florida, 1986 to Present.
Licensed General Contractor
Licensed Real Estate Broker
Chairman, Board of Supervisors, Cutler Cay Community Development District, Keys Cove and Keys Cove II Community Development Districts, Century Gardens Community Development District.
Manager of various LLC's.

Education:

University of Miami, BSEE, 1983, MSEE, 1985

Personal:

Born, Teheran, Iran, naturalized US Citizen
Married, two children

Marta A. Cruz
13615 S. W. 119th Street
Miami, Florida 33186
Tel. (786) 303-4511
E-mail: martacruz04@bellsouth.net

Summary of Qualifications

I have been able to integrate my background in architecture, building contractor and business administration to achieve a successful career in the construction industry.

Experience

Shoma Development Corp. – August 1989 – Present
VP Construction Planning Division: In charge of purchasing; contracts with vendors/subcontractors. Responsible for the coordination with Architects and Engineers on design, development and construction drawings/documents of all new projects. Also in charge of the coordination with Attorneys and surveyors of all condo documents, HOA documents, condo conversions, Fannie Mae approvals and LOMR letters.
Office Manager: The general management and supervision of main office and sales office. Also in charge of budgets, bank draws, account payables and closings.

S & A Developers – February 1986 – August 1989
Office manager: The supervision of main office. In charge of budgets, back draws, construction loans, closings, land acquisition and sales representative.

A & F Developers – June 1985 – February 1986
Office coordinator: In charge of construction loan, budgets, bank draws and construction supervisor.

Construction Professionals, Inc. – June 1980 – November 1984
Construction Supervisor/Draftsperson: The construction supervision of several commercial buildings and residential homes. Preparation and coordination of Architectural drawings.

FAC Planning and Design – June 1977 – June 1980
Draftsperson: Preparation and coordination of Architectural drawings.

Education

Florida International University, Miami, Florida
Bachelor in Business Administration – 1997
Bachelor in International Business – 1997

Miami Dade Community College, Miami, Florida
Pre-Architecture
Associates in Art Degree – 1978

Professional Registration

Building Contractor – State of Florida – 1986

References

Available upon request.

1700 S.W. 57 Ave, Suite 222,
Miami, Florida 33155

(305) 360-2836, Fax
(786)437-8655.
Olopez@shomahomes .com

Orestes Lopez-Recio

Experience

Present - 2004 Shoma Development Miami, Fl

Architect

- Responsible for Architectural-Construction coordination.
- All residential and multi-use developments in Miami-Dade, Broward and Palm Beach Counties.

2000–2003 Pascual, Perez, Kiliddjian Miami, Fl

Project Architect

- Responsible for Supervision and Coordination of Construction Documents for all projects relating to Century Home Builders
- Responsible for residential projects such as Century Parc, Kendall Breeze, Century Estates and Century at Doral. Approximately 2,500 Units

1995–1999 Orestes Lopez-Recio Architect Miami, Fl

Principal

- Owner of Design-Build Firm with experience in both Residential and Commercial Projects, including Custom homes and Flex Office Space.

1985-1994 SRP Inc. Miami, Fl

Principal/Qualifier

- Design-Build Firm specializing in Commercial Design and Construction
- Retail Consultants for Philips International of New York.
- Gross Construction Cost for Projects in this period approximately $120,000,000.00

1982-1984 Cano, Sotolongo Architects Miami, Fl

Project Architect

- Responsible for Supervision and Coordination of Construction Documents for various Residential Developments in Miami-Dade and Broward Counties

1979-1981 GRV Design Group Miami, Fl

Project Manager

- Responsible for Supervision and Coordination of Construction Documents for various Residential Developments in Miami-Dade and Broward Counties as well as Residential Projects in Hilton Head S.C., Atlanta, Georgia, and Orlando, Florida.

1976-1978 Jorge F. Miro Architect Miami, Fl

Designer

- Responsible for Design of Residential and Commercial Projects.

Education

1974–1979 University of Miami Miami, Fl

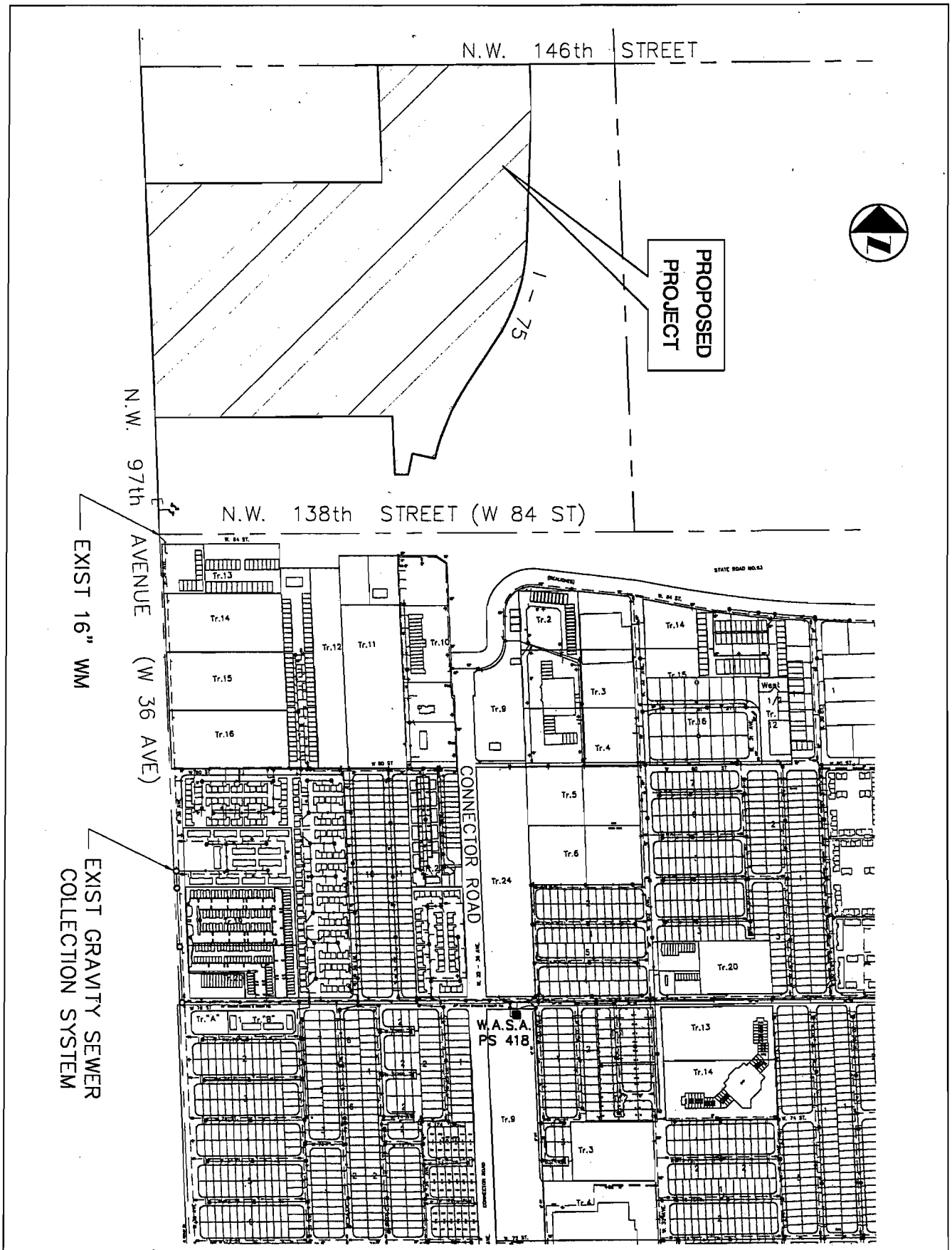
- B.A., Architecture with Minor in Structural Engineering
- Graduated Cum Laude.

Licenses

Registered Architect , State of Florida 1982
Certified General Contractor State of Florida 1985

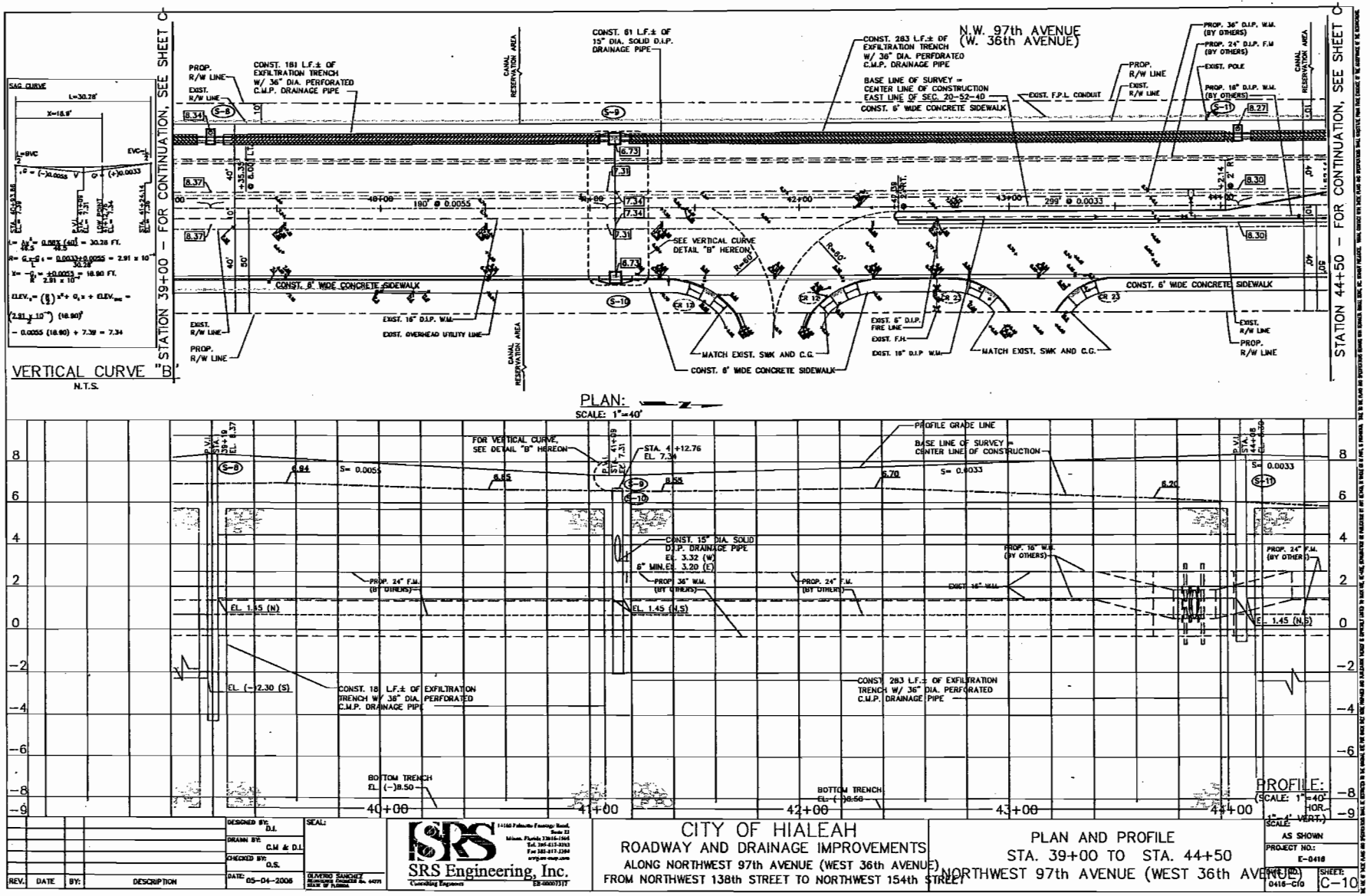
EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



C-1	S08-04	SCALE AS NOTED	10-13-06	CHECKED BY -	DRAWN BY -	DESIGN BY -	FOR: SHOMA DEVELOPMENT CORP.	PROJECT LOCATION	MSA Milian, Swain & Associates, Inc. 2025 S.W. 32nd AVENUE, MIAMI, FLORIDA 33145 TEL. (305)441-0123 FAX (305)441-0686 CIVIL & ENVIRONMENTAL ENGINEERS • UTILITY MANAGEMENT • FINANCIAL CONSULTANTS CERTIFICATE OF AUTHORIZATION NO. 5480
							PROJECT: BELLAGIO	APPROVED BY: ARSENIO MILIAN, P.E. 12134 DATE	

REVISIONS	
DATE	DESCRIPTION
00/00/00	



REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: D.I.
DRAWN BY: C.M & D.I.
CHECKED BY: O.S.
DATE: 05-04-2006

SEAL: OLIVERO SANCHEZ, REGISTERED ENGINEER No. 44071, STATE OF FLORIDA

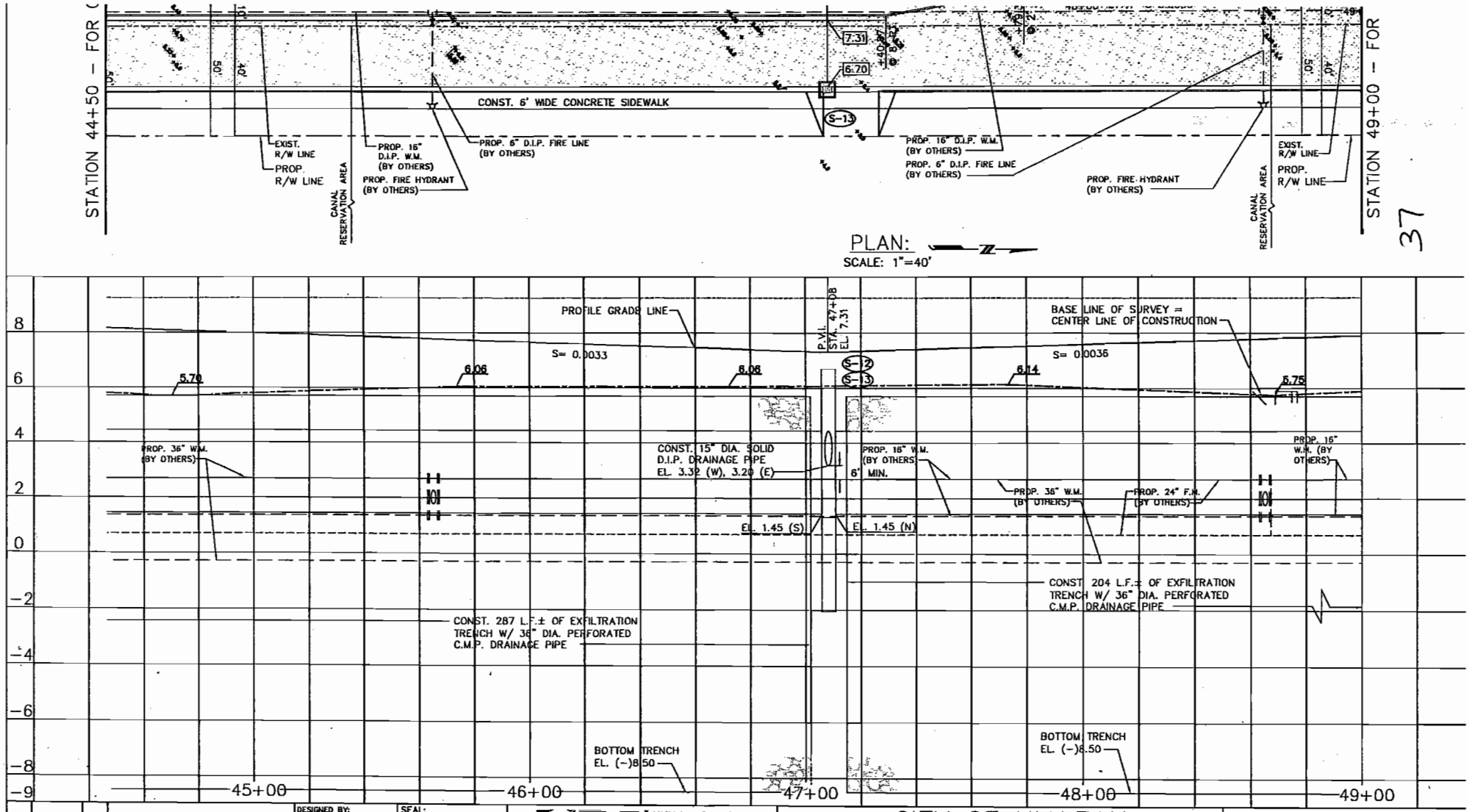
SRS Engineering, Inc.
Consulting Engineers
14160 Palmetto Frontage Road, Suite 22, Miami, Florida 33016-1565
Tel. 305-413-3363
Fax 305-817-2384
srs@srs-eng.com
EB-0000713

CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 36th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET

PLAN AND PROFILE
STA. 39+00 TO STA. 44+50
NORTHWEST 97th AVENUE (WEST 36th AVENUE)

SCALE: AS SHOWN
PROJECT NO.: E-0418
DWG. NO.: 0418-C10
SHEET: C-10

THE USE OF THIS PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF SHALL NOT IMPLY A GRANT OF ANY RIGHTS FOR THE USE OF THE SAME. THE SEAL ON THE PLANS AND SPECIFICATIONS SHALL NOT IMPLY THAT THE PLANS AND SPECIFICATIONS WERE PREPARED BY THE ENGINEER WHOSE SEAL IS AFFIXED. THE SEAL ON THE PLANS AND SPECIFICATIONS SHALL INSTITUTE PROOF FOR THE OWNER OF THE ENGINEER OF THE EXPENSE.



37

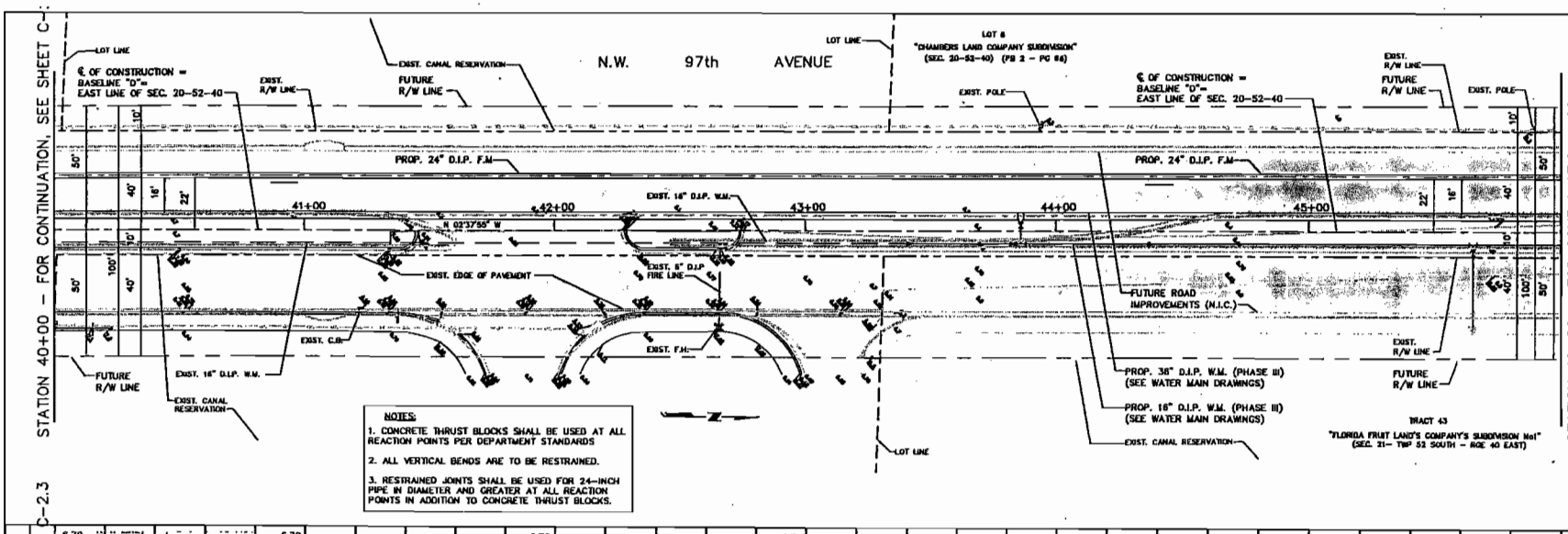
DESIGNED BY: D.I.	SEAL:		
DRAWN BY: C.M & D.I.			
CHECKED BY: O.S.			
DATE: 05-04-2006	OLIVERIO SANCHEZ REGISTERED ENGINEER No. 44771		

REV | DATE | BY: | DESCRIPTION

SRS Engineering, Inc.
Consulting Engineers
14160 Palmetto Frontage Road, Suite 22
Miami, Florida 33016-1505
Tel. 305-817-3393
Fax 305-817-3394
srs@srs-corp.com
EB-0000717

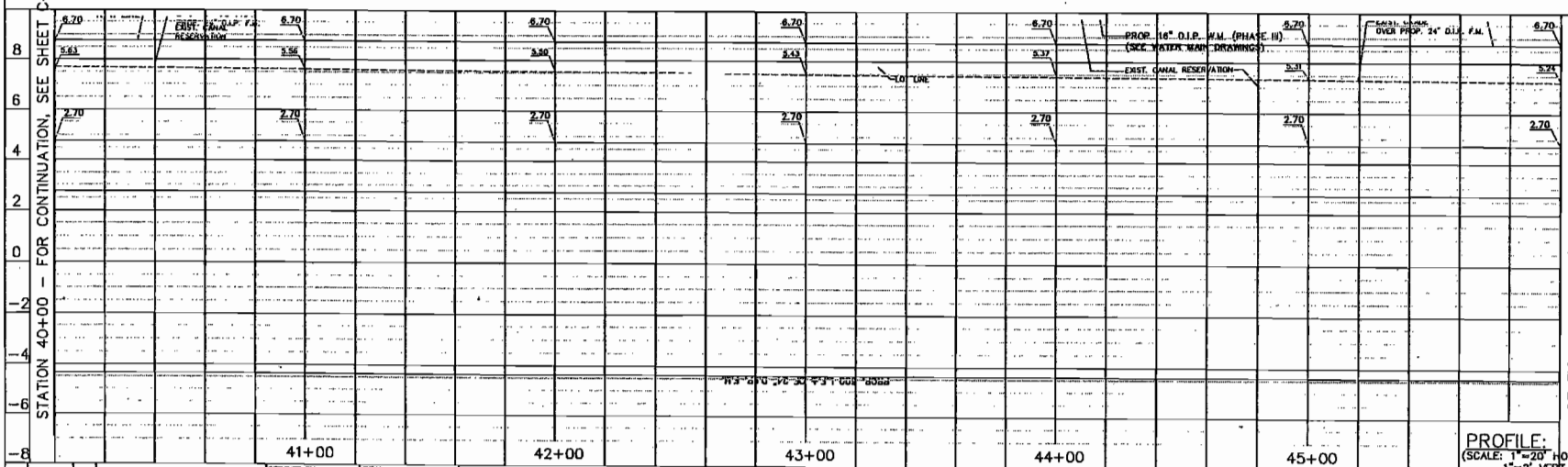
CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 36th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET

PLAN AND
STA. 44+50 T
NORTHWEST 97th AVEN



NOTES:

1. CONCRETE THRUST BLOCKS SHALL BE USED AT ALL REACTION POINTS PER DEPARTMENT STANDARDS
2. ALL VERTICAL BENDS ARE TO BE RESTRAINED.
3. RESTRAINED JOINTS SHALL BE USED FOR 24-INCH PIPE IN DIAMETER AND GREATER AT ALL REACTION POINTS IN ADDITION TO CONCRETE THRUST BLOCKS.



PROFILE: (SCALE: 1"=20' HOR., 1"=2' VERT.)

REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: J.C.F.
DRAWN BY: O.P.E.
CHECKED BY: O.S.
DATE: 05-04-2006
SEAL:
OLIVERIO SANCHEZ, STATE OF FLORIDA

SRS Engineering, Inc.
Consulting Engineers

CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 36th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET

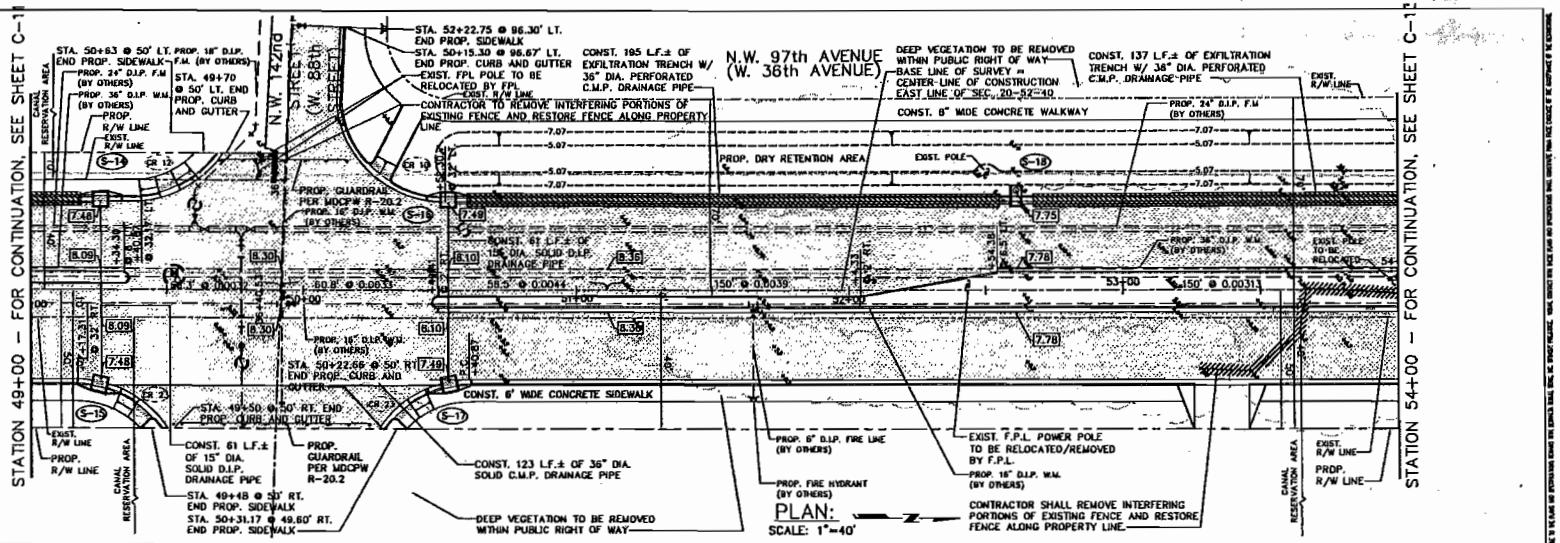
24" D.I.P. F.M. PLAN AND PROFILE
FROM STA. 40+00 TO STA. 46+00 (BASELINE "D")
N.W. 97th AVENUE

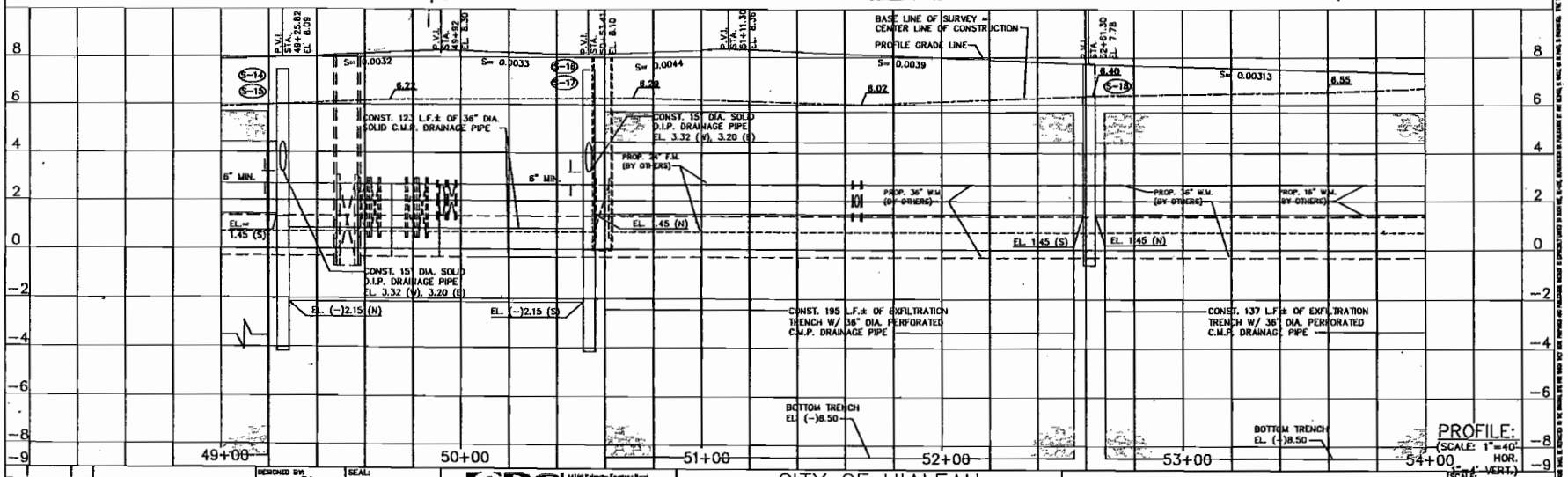
SCALE: 1"=20'
PROJECT NO.: E-0418
DWG. NO.: E-0401-C2.4
SHEET: C-2.4

38

NOTES:

1. CONTRACTOR SHALL PROTECT EXISTING TREES WHERE APPLICABLE WITHIN THE LIMITS OF CONSTRUCTION.
2. EXISTING STORM SEWER LINES AND CATCH BASINS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE REMOVED.
3. EXISTING SANITARY SEWER LATERAL SHALL BE ADJUSTED BY HIALEAH WATER AND SEWER DEPARTMENT WHERE APPLICABLE.
4. EXISTING SANITARY MANHOLE TO BE RAISED AND ADJUSTED TO PROPOSED ROADWAY ELEVATION.
5. EXISTING CHAIN LINK FENCE, CONCRETE WALL AND METAL FENCE WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED.
6. ALL PAVEMENT RADII SHALL BE 35 FEET AT THE INTERSECTIONS.
7. FOR EXFILTRATION TRENCH DETAILS, SEE SHEET C-45.





REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: D.I.
DRAWN BY: C.M. & D.I.
CHECKED BY: O.S.
DATE: 05-04-2006

SEAL: OLIVERIO SANCHEZ, REGISTERED ENGINEER No. 64979, STATE OF FLORIDA

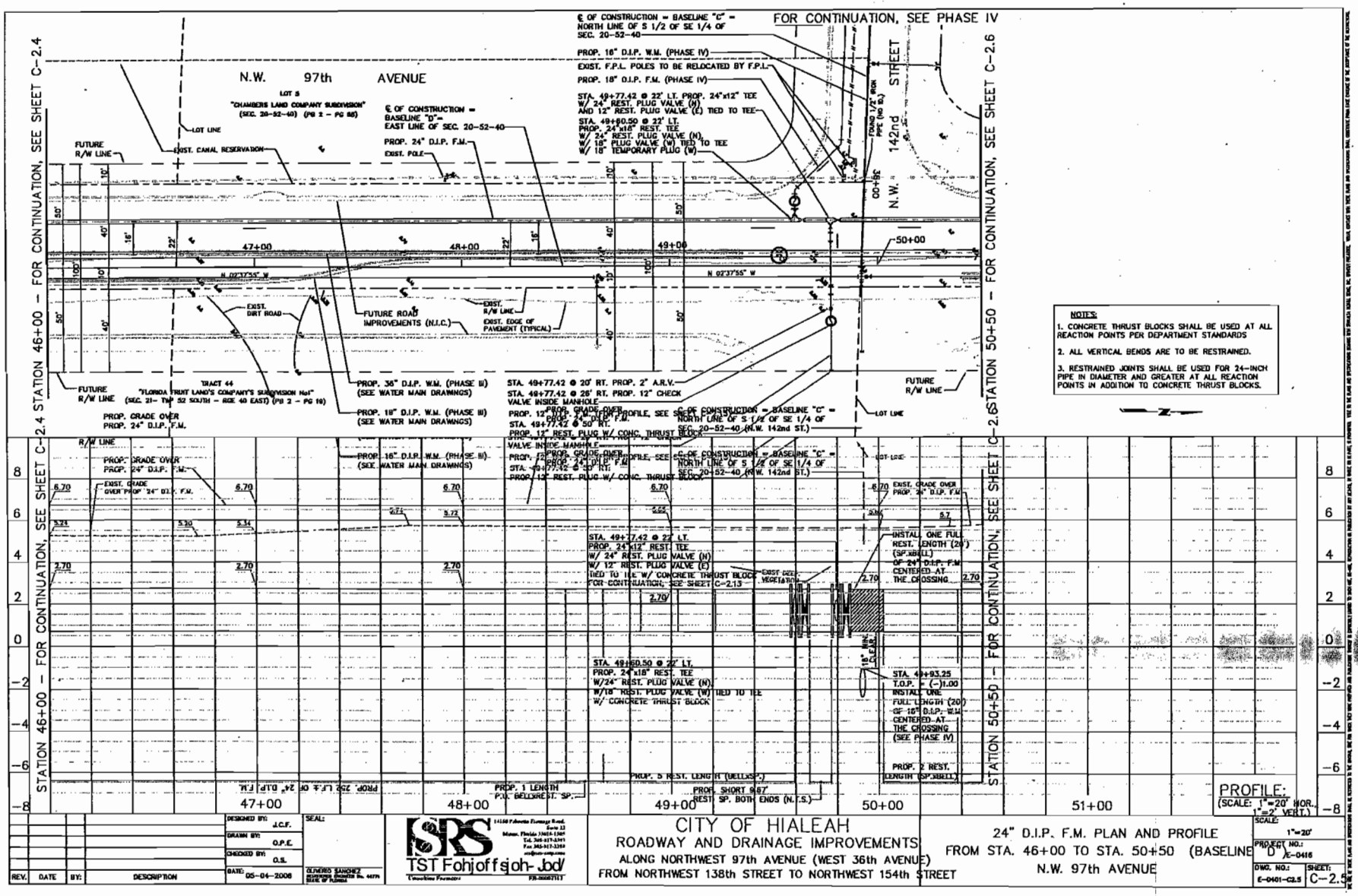
SRS Engineering, Inc.
Consulting Engineers
EB-0000717

CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 36th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET

PLAN AND PROFILE
STA. 49+00 TO STA. 54+00
NORTHWEST 97th AVENUE (WEST 36th AVENUE)

SCALE: AS SHOWN
PROJECT NO.: E-0416
DWG. NO.: 0416-C12
SHEET: C-12

39



NOTES:

1. CONCRETE THRUST BLOCKS SHALL BE USED AT ALL REACTION POINTS PER DEPARTMENT STANDARDS
2. ALL VERTICAL BENDS ARE TO BE RESTRAINED.
3. RESTRAINED JOINTS SHALL BE USED FOR 24-INCH PIPE IN DIAMETER AND GREATER AT ALL REACTION POINTS IN ADDITION TO CONCRETE THRUST BLOCKS.

REV.	DATE	BY:	DESCRIPTION

DESIGNED BY: J.C.F.
DRAWN BY: O.P.E.
CHECKED BY: O.S.
DATE: 05-04-2006
SEAL: OLIVERO SANCHEZ, REGISTERED PROFESSIONAL ENGINEER No. 44771, STATE OF FLORIDA

SRS TST Fohjoffsjoh- Jbd/
Consulting Engineers
14160 Palmetto Frontage Road, Suite 23, Miami, Florida 33016-1560, Tel. 305-817-5393, Fax 305-817-3288, srs@srs-corp.com
FB-0000711

CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 36th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET

24" D.I.P. F.M. PLAN AND PROFILE
FROM STA. 46+00 TO STA. 50+50 (BASELINE D)
N.W. 97th AVENUE

SCALE: 1"=20'
PROJECT NO.: E-0416
DWG. NO.: E-0401-C2.5
SHEET: C-2.5

17

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	Start Date	Completion Date
Stormwater Management	May - 2007	March - 2009
Water Distribution	October – 2007	March - 2009
Wastewater Collection and Transmission	October - 2007	March - 2009
Roadway Improvements	October – 2007	March - 2009

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	Costs:
Stormwater Management	$ 4,369,000
Water Distribution	$ 1,837,300
Wastewater Collection and Transmission	$ 1,566,100
Roadway Improvements	$ 4,540,770
Total Estimated Costs:	**$12,313,170**

EXHIBIT 8

ZONING APPROVAL

ORDINANCE NO. 06-80

ORDINANCE AMENDING HIALEAH, FLA., ORDINANCE 06-31 (MAY 26, 2006) TO SUBSTITUTE THE APPROVED SITE PLAN AND LANDSCAPE PLAN WITH REVISED SITE PLAN AND REVISED LANDSCAPE PLAN, AND IN PARTICULAR, THE REVISED SITE PLAN DATED SEPTEMBER 12, 2006 PREPARED BY PASCUAL PEREZ KILIDDJIAN & ASSOCIATES, ARCHITECTS AND PLANNERS, AND THE REVISED LANDSCAPE PLAN DATED SEPTEMBER 12, 2006 PREPARED BY WITKIN DESIGN GROUP. **PROPERTY LOCATED ON A VACANT PARCEL OF LAND BETWEEN N.W. 138 STREET AND N.W. 146 STREET, EAST OF N.W. 97 AVENUE AND WEST OF THE I-75 EXPRESSWAY, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board at its meeting of October 11, 2006 recommended approval of this ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby amends Hialeah, Fla., Ordinance 06-31 (May 26, 2006) to substitute the approved site plan and landscape plan with the revised site plan and revised landscape plan, and in particular, the revised site plan dated September 12, 2006 prepared by Pascual Perez Kiliddjian & Associates, Architects and Planners, and the revised landscape plan dated September 12, 2006 prepared by Witkin Design Group. Property located on vacant parcel of land, between

N.W. 138 Street and N.W. 146 Street, east of N.W. 97 Avenue and west of the I-75 Expressway, Hialeah, Miami-Dade County, Florida and legally described as follows:

TRACTS 33 THROUGH 36, BOTH INCLUSIVE, IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE PART THEREOF TAKEN IN EMINENT DOMAIN PROCEEDINGS, CASE NO. 79-5-184 FOR INTERSTATE 75, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 2° 36' 44" EAST ALONG THE EAST LINE OF THE SOUTHWEST ¼ OF SAID SECTION 21 FOR 1,320 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 36; THENCE RUN SOUTH 89° 37' 29" WEST ALONG THE LAST DESCRIBED SOUTH LINE FOR 600.85 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,035.92 FEET; THENCE FROM A TANGENT BEARING OF NORTH 18° 49' 16" EAST, RUN NORTHEASTERLY 315.33 FEET THROUGH A CENTRAL ANGLE OF 17° 26" 26" IN THE END OF THIS PORTION OF SAID CURVE; THENCE RUN NORTH 1° 50' 49" EAST FOR 768.10 FEET; THENCE RUN NORTH 2° 37' 10" WEST FOR 243.52 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4; THENCE RUN NORTH 89° 37' 02" EAST ALONG THE LAST DESCRIBED NORTH LINE FOR 471.94 FEET TO THE POINT OF BEGINNING AND ALL RIGHTS OF INGRESS, EGRESS, LIGHT, AIR AND VIEW BETWEEN THE REMAINING PORTIONS OF SAID TRACTS 33 AND 36 AND ANY FACILITY CONSTRUCTED ON THE PORTION TAKEN FOR INTERSTATE 75.

TRACTS 37, 38, 43, 44 AND 45, IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST, A SUBDIVISION OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THOSE PORTIONS OF SAID TRACTS 37 AND 38 CONVEYED TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, IN DEED FILED JULY 20, 1979, IN OFFICIAL RECORDS BOOK 10458, PAGE 2138, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

TRACT 46, IN SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST, A SUBDIVISION OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PORTIONS OF TRACT 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, OF SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF SAID TRACT 39; THENCE NORTH 02° 37' 47" WEST, ALONG THE WEST LINE OF SAID TRACT 39, FOR 330.20 FEET, TO THE NORTHWEST CORNER OF SAID TRACT 39; THENCE NORTH 89° 37' 53" EAST, ALONG THE NORTH LINE OF SAID TRACT 39, FOR 319.94 FEET, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75, SAID POINT ALSO BEING ON A CIRCULAR CURVE, SAID CURVE BEING CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1,315.92 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75, THROUGH A CENTRAL ANGLE OF 11° 03' 51", FOR AN ARC

DISTANCE OF 254.11 FEET; THENCE NORTH 77° 18' 30" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75; THENCE SOUTH 11° 23' 07" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 75, TO A POINT ON THE SOUTH LINE ON SAID TRACT 39; THENCE SOUTH 89° 38' 06" WEST, ALONG SAID SOUTH LINE OF TRACT 39, FOR 74.40 FEET, TO A POINT OF BEGINNING.

Section 2: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Penalties.

Every person convicted of a violation of any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be punished by a civil penalty not to exceed $500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 4: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 5: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 14th day of November, 2006.

THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

Esteban Bovo
Council President

Attest:

Rafael E. Granado, City Clerk

Approved on this 16 day of November, 2006.

Mayor Julio Robaina

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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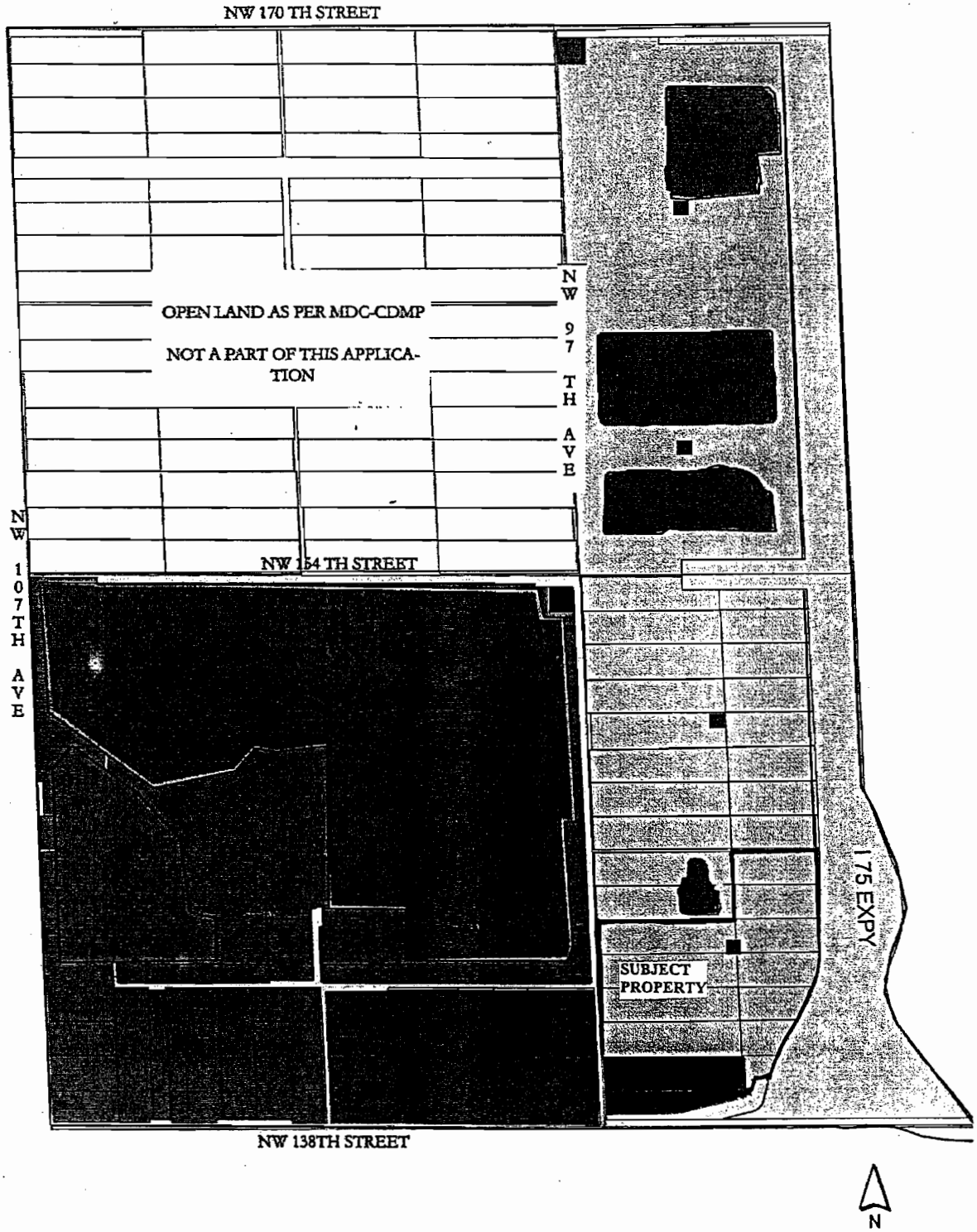
Ordinance was adopted by a unanimous vote with Councilmembers Bovo, Caragol, L. Gonzalez, Hernandez, Miel and Yedra voting "Yes".

EXHIBIT 9

FUTURE LAND USE

Hialeah Annexation Area
Future Land Use Map



Low-Medium Density Residential (5 to 9 d.u /gross acre)

Mixed Use

Commercial

Industrial

Mc. Arthur School

FP & L

Water

EXHIBIT 10

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form the **Bellagio Community Development District** ("District"). The proposed District comprises approximately 73.65 acres of land located within the City of Hialeah (the "City"), Miami-Dade County (the "County"), Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), F.S. (governing District formation or alteration) as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

1.2 Overview of the Bellagio Community Development District

The proposed District is designed to provide community infrastructure, services, and facilities along with certain on-going operations and maintenance to the Bellagio Community Development District. The Bellagio Community Development District will encompass approximately 73.65 acres. The development plan for the proposed lands within the District includes the construction of approximately 501 residential units (the "Development"). All are authorized for inclusion within the District.

A Community Development District is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDD's provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a), F.S.

A CDD is not a substitute for the local, general purpose, government unit, i.e., the City or County in which the CDD lies. A CDD does not have permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the proposed Development herein. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the Bellagio Community Development District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), F.S. (1997), defines the elements a statement of estimated regulatory costs must contain:

(a) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(b) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(c) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. (The City of Hialeah is not defined as a small city and Miami-Dade County is not defined as a small county for purposes of this requirement.)

(e) Any additional information that the agency determines may be useful.

(f) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Development described herein is an anticipated planned community designed for up to 501 total residential units. Formation of the District would put all of these households under the jurisdiction of the District. It is not anticipated that anyone outside the District would be affected by the rule creating the District, although the State

[1] For the purposes of this SERC, the term "agency" means Miami-Dade County and the term "rule" means the ordinance(s) which Miami-Dade County will enact in connection with the creation of the District.

of Florida, the City of Hialeah, and Miami-Dade County would be required to comply with the rule.

3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

3.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass less than 1,000 acres; therefore, Miami-Dade County is the establishing entity under 190.005 (1) F.S. and the Miami-Dade County Charter. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. **Appendix A** lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 169.412, F.S., the proposed district must pay an annual fee to the State of Florida Department of Community Affairs, which offsets such costs.

City of Hialeah and Miami-Dade County

The proposed land for the District is in the City of Hialeah, Miami-Dade County, Florida. The City and County and their staffs may process and analyze the petition, conduct hearings with respect to the petition, and the Board of County Commissioners of Miami-Dade County will vote upon the petition to establish the District. These activities will absorb some resources. The costs to produce the record of the Miami-Dade County hearing, the transcript of the hearing, and the ordinance adopted by Miami-Dade County will be offset by the filing fee required under 190.005 (1)(b), F.S.

These costs to the City and County are modest for a number of reasons. First, according to Chapter 190, F.S., review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs to Miami-Dade County are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City and County because of the establishment of the District are also very small. The proposed District is an independent unit of local government. The only annual costs the City and County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the local governing authorities.

3.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the planed Development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida, Miami-Dade County, City of Hialeah or any other unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

4.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The proposed CDD intends to finance stormwater management and control systems, including earthworks and landscaping, water distribution and wastewater collection and transmission facilities, and roadway improvements.

Table 1. Bellagio Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	O&M	OWNERSHIP
Stormwater Management	CDD	CITY/CDD	CITY/CDD
Water and Sewer	CDD	CITY	CITY
Roadway improvements	CDD	CITY	CITY

CDD = PROPOSED COMMUNITY DEVELOPMENT DISTRICT; COUNTY = MIAMI-DADE COUNTY; CITY = CITY OF HIALEAH

The petitioner has estimated the design and development costs for providing the capital facilities as outlined in Table 1. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $12,313,170. The District may issue special assessment or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A Community Development District ("CDD") provides residents with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City/County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental

costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2. Cost Estimate for District Facilities

CATEGORY	COST
Stormwater Management	$ 4,369,000
Water Distribution	$ 1,837,300
Wastewater Collection and Transmission	$ 1,566,100
Road Improvements	$ 4,540,770
Total Estimated Costs	**$ 12,313,170**

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

Miami-Dade County has an estimated population in 2000 that is greater than 75,000. Therefore the County is not defined as a "small" County according to Section 120.52, F.S.

6.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

APPENDIX A
Reporting Requirements

APPENDIX A: *REPORTING REQUIREMENTS AT A GLANCE*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 218.39, *F.S.* Chapter 10.550, *Rules of the Auditor General.* Handbook Section 2 - 4	All special districts with either revenues or expenditures of more than $100,000.00. All special districts with revenues or expenditures/expenses between $50,000.00 and $100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years. A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.	Annually within 45 days after delivery of the audit report to the governmental entity. but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Department of Community Affairs, Special District Information Program 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100			
Creation Documents and Amendments, Including Codified Act, if applicable	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Written Status Statement	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval of creation document.
Dissolution Documents	Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the dissolution effective date.
Merger Documents	Section 189.418, *F.S.* Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the merger's effective date.
Special District Map and Amendments	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Special District Fee Invoice ($175.00) and Update Form	Section 189.427, *F.S.* Rule 9B-50.003, *F.A.C.* Handbook Section 1 - 3	All special districts.	Annually, by the due date on the Form (sent to all special districts around October 1).
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Department of Financial Services, Bureau of Accounting 200 East Gaines Street, Tallahassee, Florida 32399-0354			
Annual Financial Report with a copy of the **Annual Financial Audit Report** attached, if required	Section 189.418, *F.S.* Section 218.31, *F.S.* Section 218.32, *F.S.* Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
Department of Financial Services, Bureau of Collateral Management 200 East Gaines Street, Tallahassee, Florida 32399-0345			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Department of Management Services, Division of Retirement Bureau of Local Retirement Systems, Cedars Executive Center, Building C, 2639-C North Monroe Street, Tallahassee, Florida 32399-1560			
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, *F.S.* Rule Chapter 60T-1.001, *F.A.C.* Handbook Section 2 - 6	Any special district proposing benefit changes to its defined benefit retirement plan.	When considering plan changes.
Defined Contribution Report	Section 112.63, *F.S.* Rule Chapter 60T-1.004, *F.A.C.* Handbook Section 2 - 6	Special districts with defined contribution plans.	Within 60 days of the reporting period's ending date.
Actuarial Valuation Report	Section 112.63, *F.S.* Rule Chapter 60T-1, *F.A.C.* Handbook Section 2 - 6	Special districts with defined benefit retirement plans.	At least every three years, within 60 days of completion.
Department of Revenue, Property Tax Administration Program, TRIM Compliance Section P.O. Box 3000, Tallahassee, Florida 32315-3000			
Truth-in-Millage Form DR421	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts that can levy taxes but will not do so during the year.	Annually by November 1.
Truth-in-Millage Compliance Package Report	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts levying property taxes.	No later than 30 days following the adoption of the property tax levy ordinance/resolution.
Commission on Ethics P.O. Drawer 15709, Tallahassee, Florida 32317-5709			
Quarterly Gift Disclosure (Form 9)	112.3148, *F.S.* Handbook Section 3 - 1	Everyone required to file Form 1, receiving a gift worth over $100.00, unless the person did not receive any gifts during the calendar quarter.	By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Legislature *President of the Senate* (Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100) *Speaker of the House of Representatives* (Florida Capitol, Suite 420, Tallahassee, Florida 32399-1300) and *Each Appropriate Standing Committee of the Legislature*			
Agency Rule Report	Section 120.74, *F.S.* Handbook Section 1 - 4	Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).	Initial by October 1, 1997, then by October 1 of every other year thereafter.
Special District's Governing Board Meeting Minute Recorder			
Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 8B)	Section 112.3143, *F.S.* Handbook Section 3 - 1	Special District Local Officers with Voting Conflicts.	Within 15 days after the vote occurs.
Special District's Governing Board Members (Each Member)			
Actuarial Valuation Report	See *Department of Management Services, Division of Retirement.*		
Annual Financial Audit Report	See *Auditor General, Local Government Section.*		

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Special District's Local Governing Authority(ies)/Local General-Purpose Government(s) **(if municipality, file at the place they designate; if county(ies), file with the (each) clerk of the board of county commissioners)**			
Budget or Tax Levy	Section 189.418, *F.S.* Handbook Section 2 - 2	All special districts.	**When requested,** provide to the local governing authority within the district's boundaries.
Public Facilities Initial Report	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Within one year of the special district's creation.
Public Facilities Annual Notice of Any Changes	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Annually. Contact each local general-purpose government for the due date.
Public Facilities Updated Report	Section 189.415(2)(a), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6 Appendix B	Independent special districts (See Handbook Section 1 - 6, page 31).	Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B.
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Regular Public Meeting Schedule	Section 189.417, *F.S.* Section 189.418, *F.S.* Handbook Section 3 - 2	All special districts.	Quarterly, semiannually, or annually.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
Special District's Local Legislative Delegation			
Draft Codified Charter as a Local Bill	Section 189.429, *F.S.* Handbook Section 1 - 4	All special districts with more than one Special Act.	December 1, 2004
Special District's Residents and Prospective Residents and Residential Developers (Give sufficient number of copies to the Developers for Distribution to Each Prospective Initial Purchaser of Property)			
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed.
State Board of Administration, Financial Operations 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308			
Investment Pool Systems Input Documentation	Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of making any changes or updates to the account.
Resolution for Investment of Surplus Funds	Section 218.407, *F.S.* Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund.	At the time of investing surplus funds.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
STATE BOARD OF ADMINISTRATION, DIVISION OF BOND FINANCE 1801 Hermitage Boulevard, Suite 200, P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	**Before** selling certain general obligation bonds & revenue bonds or closing on any similar long-term debt instruments.
Bond Information Form/Bond Disclosure Form (BF2003/2004A & B)	Section 189.418, *F.S.* Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable. New bond issues only.	Within 120 days after delivery of general obligation bonds and revenue bonds.
Bond Verification Form (BF2005)	Handbook Section 2 - 5	All special districts as applicable.	Within 45 days of the Division of Bond Finance's request.
Final Official Statement (Bonds)	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	Within 120 days after delivery of the bonds, if prepared.
IRS Form 8038 (Bonds)	Section 159.345(1), *F.S.* Section 159.475(1), *F.S.* Section 159.7055, *F.S.* Handbook Section 2 - 5	Special districts issuing Industrial Development or Research and Development Bonds.	Submit with the Bond Information Form & Official Statement, if any is published.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SUPERVISOR OF ELECTIONS (LOCAL) **In the County of the Reporting Person's Permanent Residence**			
Statement of Financial Interests (Form 1)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" appointed to a special district or special district's board.	Within 30 days of accepting the appointment, then every year thereafter by July 1.
		All "special district local officers" elected to a special district's board.	During the qualifying period, then every year thereafter by July 1.
Final Statement of Financial Interests (Form 1F)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" who are required to file Form 1 and are leaving a public position.	Within 60 days of leaving a public position.
Quarterly Client Disclosure (Form 2)	Section 112.3145(4), *F.S.* Handbook Section 3 - 1	Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).	No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.
Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)	Section 112.3148, *F.S.* Section 112.3149, *F.S.* Handbook Section 3 - 1	All special district local officers who file Form 1 and who received a reportable gift or expense.	Annually by July 1.
SUPERVISOR OF ELECTIONS (LOCAL) **In the County in which the Special District of the Reporting Person has its Principal Office**			
Interest in Competitive Bid for Public Business (Form 3A)	Section 112.313(12)(e), *F.S.* Handbook Section 3 - 1	Certain special district local officers (See Handbook Section 3 - 1).	Before or at the time of the submission of the bid.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

EXHIBIT 11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIALEAH SUPPORTING THE ESTABLISHMENT OF THE DISTRICT

ADDENDUM TO PETITION TO ESTABLISH

BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Shoma Homes at Bellagio, LLC, a Florida limited liability company ("Petitioner"), hereby submits this Addendum to the Petition to Establish Bellagio Community Development District in Miami-Dade County, Florida and states as follows:

Responsibility for Maintenance in Road Rights-of-way: The maintenance of the roads including landscaping, street-lighting and signage will be located within the road rights-of-way.

a) Maintaining the public streets will be the responsibility of the City of Hialeah;

b) Maintaining the alleys will be the responsibility of the homeowner's association;

c) Maintaining the parking area and streets within the condominium tracts will be with the responsibility of the condominium association; and

d) Maintaining the entrance signs and any other common areas will be the responsibility of the home owner's association.

Respectfully submitted this 6 day of Nov, 2007.

SHOMA HOMES AT BELLAGIO, LLC, a Florida limited liability company

By: _____

Print Name: Masoud Shojaee

Title: President

METROPOLITAN MIAMI-DADE COUNTY
SUBDIVISION CONTROL

OPINION OF TITLE

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida and THE CITY OF HIALEAH

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA and THE CITY OF HIALEAH, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described and/or petitions for special taxing districts and covenants, it is hereby certified that I have examined a title policy and updates covering the period from the beginning to August 7, 2007 at 11:00 p.m., inclusive, of the following described property:

See Exhibit "A" attached hereto and made a part hereof.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described property was vested in:

Shoma Homes at Bellagio, LLC, a Florida limited liability company. Masoud Shojaee, as Manager, has the authority to sign on behalf of Shoma Homes at Bellagio, LLC.

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement dated January 15, 2003 from Shoma Homes at Bellagio, LLC in favor of Union Planters Bank, N.A. recorded January 17, 2003 in Official Records Book 20957, at Page 3594 and Modification and Extension Agreement recorded May 13, 2005 in Official Records Book 23369, at Page 3438 of the Public Records of Miami-Dade County, Florida

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENERAL EXCEPTIONS:

(a) All taxes for the year 2007 and subsequent years.
(b) Rights of persons other than the above owners who are in possession.
(c) Facts that would be disclosed upon accurate survey.
(d) Any unrecorded labor, mechanics' or materialmen's liens.
(e) Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS:

See Exhibit B attached hereto and made a party hereof.

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

It is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

Name	Interest
Shoma Homes at Bellagio, LLC	Fee simple owner
REGIONS BANK, as successor in interest by merger with Union Planters Bank, N.A.	Mortgagee

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 23rd day of August, 2007.

Very truly yours,

AKERMAN SENTERFITT
One SE Third Avenue, 28th Floor
Miami, Florida 33131
(305) 374-5600

By:_____
Richard L. Schanerman, Esq.
Florida Bar #0275964

EXHIBIT "A"
LEGAL DESCRIPTION

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for 471.94 feet to the Point of Beginning and all rights of ingress, egress, light, air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate 75.

Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at page 2138, of the Public Records of Miami-Dade County, Florida.

Tract 46 in Section 21, Township 52 South, Range 40 East, a Subdivision according to the Plat thereof recorded in Plat Book 2, page 17 of the Public Records of Miami-Dade County, Florida.

Portions of Tract 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 52 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 39, thence North 02 degrees 37 minutes 47 seconds West, along the West line of said Tract 39, for 330.20 feet, to the Northwest corner of said Tract 39; thence North 89 degrees 37 minutes 53 seconds East, along the North line of said Tract 39, for 319.94 feet, to a point on the Westerly right-of-way line of Interstate 75, said point also being on a circular curve, said curve being concave to the Northwest and having a radius of 1315.92 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line of Interstate 75, through a central angle of 11 degrees 03 minutes 51 seconds, for an arc distance of 254.11 feet; thence North 77 degrees 18 minutes 30 seconds West, along said Westerly right-of-way line of Interstate 75; thence South 11 degrees 23 minutes 07 seconds West, along said Westerly right-of-way line of Interstate 75, to a point on the South line on said Tract 39; thence South 89 degrees 38 minutes 06 seconds West, along said South line of Tract 39, for 74.40 feet, to the Point of Beginning; said lands lying and being in Miami-Dade County, Florida.

EXHIBIT "B"
SPECIAL EXCEPTIONS

1. Taxes and assessments for the year 2007, not yet due and payable.

2. 15' road right of way dedication as shown on the Plat of Florida Fruit Lands Company's Subdivision No. 1, a subdivision according to the plat thereof recorded in Plat Book 2, at page 17 of the Public Records of Miami-Dade County, Florida.

3. Reservations in favor of the Trustees of the Internal Improvement Fund of the State of Florida of the right to enter and make canals, cuts, sluice-ways, dikes and other work necessary for drainage or reclamation, and to take from the lands described in Schedule A and to use such gravel, stone or earth as may, in the judgment of said Trustees, or their successors, be necessary to use in the making and construction of said canals, cuts, sluice-ways, dikes and other works upon said lands for the purposes aforesaid, as contained in Deed No. 16198 from the Trustees to Richard J. Bolles, filed January 1, 1909, in Deed Book 46, at Page 240 and as assigned to Central and Southern Flood Control recorded in Official Records Book 1578, page 267 and assigned to Miami-Dade County, Florida by assignment recorded in Official Records Book 1587 at Page 274.

4. Reservation as to an undivided three-fourths of all phosphate, minerals and metals and an undivided one-half of all petroleum that may be in, on or under the lands described in Schedule A of this commitment with the privilege to mine and develop same created by Deed No. 20676 said Deed from the Trustees of the Internal Improvement Fund to Henry Hersh, Irving J. Denmark and Maurice H. Lebow, said Deed recorded under Clerk's file No. FF-55986 and in Deed Book 4253, page 177 (as to Tracts 33 through 38 and Tracts 43 through 46).

5. Agreement for Water and Sanitary Sewage Facility between Miami-Dade County and Corum Homes LLC dated May 31, 2002 recorded in Official Records Book 20461, Page 2105.

6. Agricultural tenants in possession on a month to month basis.

7. UCC-1 Financing Statement recorded January 17, 2003 in Official Records Book 20957, at Page 3615.

8. Declaration of Restrictions recorded June 19, 2006 in Official Records Book 24645, at Page 2648.

9. Clerk Certificate confirming recorded plat recorded in September 12, 2006 in Official Records Book 24899, at Page 4538.

NOTE: ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

RESOLUTION NO. 07-95

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA EXPRESSING ITS SUPPORT FOR THE ESTABLISHMENT OF THE BELLAGIO COMMUNITY DEVELOPMENT DISTRICT COMPRISING OF 73.65 ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED IN THE MAP AS ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, petitioner, Shoma Homes at Bellagio, LLC, a Florida limited liability company, seeks to establish the Bellagio Community Development District within the geographic boundaries of the City of Hialeah and Miami-Dade County; and

WHEREAS, pursuant to advertised notice, the City conducted a public hearing to determine if the City would support or object to the establishment of the Bellagio Community Development District by ordinance of the Board of Miami-Dade County Commissioners; and

WHEREAS, the adoption of this supporting resolution is a condition precedent to Miami-Dade County approval; and

WHEREAS, the City of Hialeah finds that it is in the best interest of the community and its residents to support the establishment of the Bellagio Community Development District, an alternative management entity in the form of a special single purpose local government providing infrastructure to the community development at sustained levels of quality over the long term; and

WHEREAS, the City of Hialeah finds that the creation of the Bellagio Community Development District will provide a net economic benefit to the City, including an enhanced and well maintained tax base to the benefit of all present and future taxpayers; and

WHEREAS, the City of Hialeah finds that the creation of the Bellagio Community Development District will ensure long-term management and related financing to meet the need in the City for timely, efficient, effective, responsive, innovative, accountable, focused and economical ways to deliver basic services to new communities within Hialeah Heights and to solve the City's planning, management and financing needs for delivery of capital infrastructure in order to provide for projected growth without overburdening the City and its taxpayers; and

WHEREAS, the petitioner proffers a declaration of restrictive covenants providing for a contribution of $500,000 towards the expansion of NW 97 Avenue and NW 138 Street or related roadway improvements in the vicinity of the Bellagio Community Development District that will benefit the City and the Bellagio Community Development District, to which the City accepts; and

WHEREAS, the City conditions its support on the approval by the City of a uniform notice to be signed by every future purchaser of a dwelling unit within the Bellagio Community Development District, prior to the sale and purchase of a dwelling unit from the developer or through subsequent resale transactions, that will be recorded in the Miami-Dade County Public Records and that will fully inform the prospective purchaser of the scope and range of powers of a Community Development District, of the full extent of the monetary obligations and other responsibilities of the purchaser and of the fact that the City is not involved in any financing or bonding, budgeting or collection of assessments for the District; and

WHEREAS, the infrastructure that will be financed through the Bellagio Community Service District include street lights, irrigation, signage, earthwork, roads and paving, offsite storm drainage, surface water management, water distribution and wastewater collection and transmission.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City Council of the City of Hialeah, Florida hereby expresses its support for the establishment of the Bellagio Community District comprising of 73.65 acres, more or less, having external boundaries as depicted in the map as attached hereto and made a part hereof as Exhibit "1" subject to the following conditions:

1. Any amendments or modifications to the petition on file with the City shall be submitted for review and approval of the City within 30 days of such amendments or modifications.
2. All current names and addresses of the district professional manager, attorney, bond counsel, developer representative, and members and chair of the board of supervisors or directors of the Bellagio Community Development District, including any future changes to the names and addresses provided.
3. Restrictions contained in the proposed plat.
4. Compliance with all land use, zoning, permitting, licensing, covenant community laws, rules and regulations adopted by the City of Hialeah.
5. Provision and recording of a uniform notice approved by the City to be signed by every future purchaser, either through the developer or through subsequent resale transactions, fully informing the prospective purchaser, prior to closing and transfer of title, of the scope and range of powers of a Community Development District, of the full extent of the monetary obligations and other responsibilities of the purchaser and of the fact that the City is not involved in any financing or bonding, budgeting or collection of assessments for the Community Development District.

Section 3: The City Council of the City of Hialeah, Florida hereby accepts the petitioner's proffer of a declaration of restrictive covenants that provides for a contribution $500,000 towards the expansion of NW 97 Avenue and NW 138 Street or related improvements in the vicinity of the Bellagio Community District, the payment of

which shall be made to the City of Hialeah no later than 15 days after the date that Miami-Dade County, through its Board of Commissioners, establishes the Bellagio Community Development District by ordinance.

Section 4: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 14th day of August, 2007.

Esteban Bovo
Council President

Attest:

Approved on this 19 day of August, 2007.

Rafael E. Granado, City Clerk

Mayor Julio Robaina

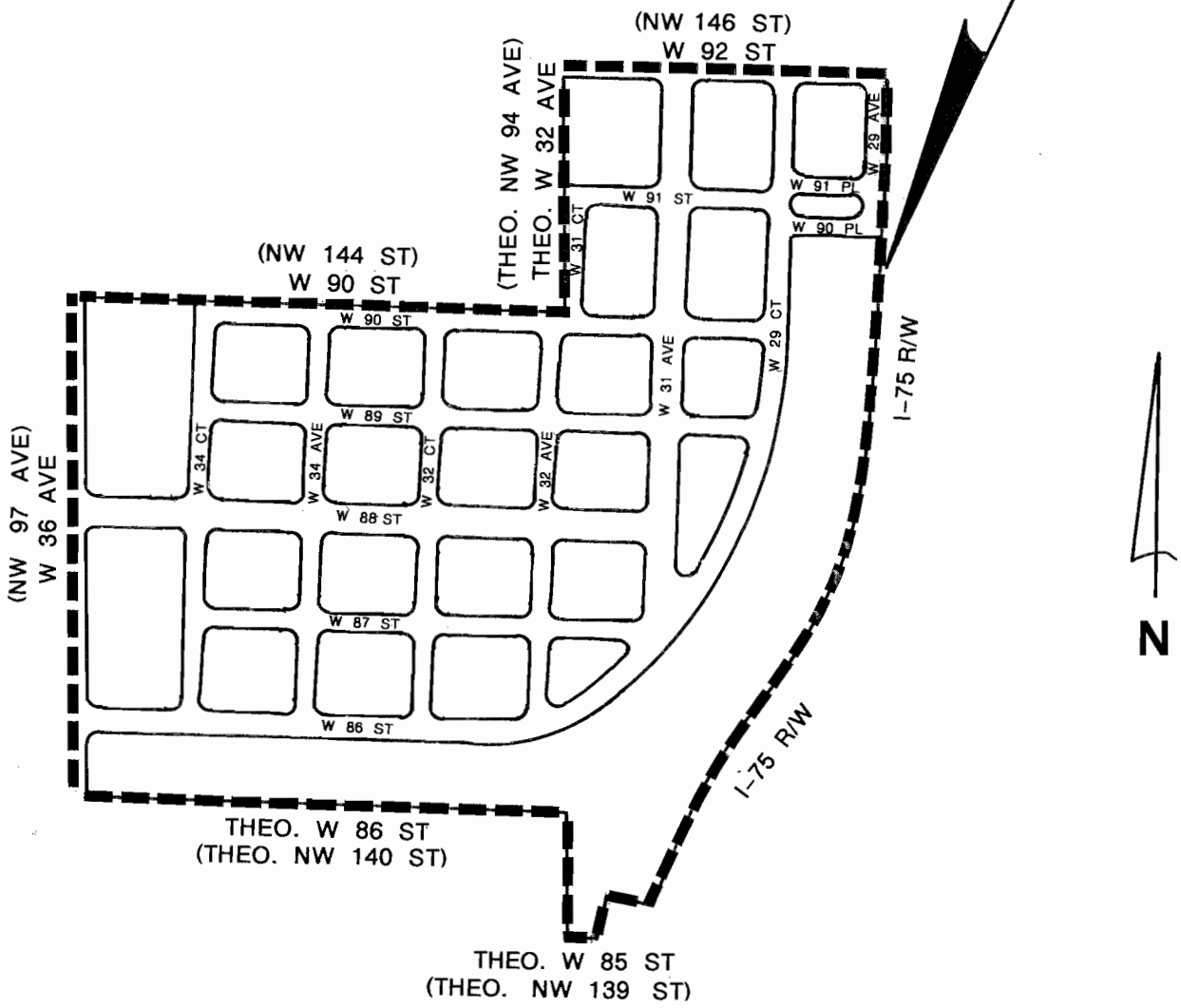
Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

s:/wmg/legisl/reso-07/bellagioCDD.doc

Resolution was adopted by a unanimous vote with Councilmembers Bovo, Caragol, Casals-Muñoz, Gonzalez, Hernandez, Miel and Yedra voting "Yes".

DISTRICT BOUNDARIES



BELLAGIO

COMMUNITY DEVELOPMENT DISTRICT

77

(COMM. 0012)
SECTION: 21-52-40

EXHIBIT"B"
TO THE ORDINANCE

This instrument was prepared by:	
Name: Address:	_____ _____ _____ _____
	(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 Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Bellagio Community Development District (the "District") filed the 25th day of January, 2008, and approved pursuant to Ordinance No. _____ enacted by the Board on _____, 200__ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; 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, drainage outside of public road rights-of way, 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 County 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 the County, 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 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 $41,340 FOR A SINGLE FAMILY UNIT, $33,540 FOR A TOWNHOME, AND $25,740 FOR A CONDOMINIUM. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $20,593 FOR A SINGLE FAMILY UNIT, $16,707 FOR A TOWNHOUSE, AND $12,822 FOR A CONDOMINIUM, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,378 FOR A SINGLE FAMILY UNIT, $1,118 FOR A TOWNHOUSE AND $858 FOR A CONDOMINIUM 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 $41,340 FOR A SINGLE FAMILY UNIT, $33,540 FOR A TOWNHOME, AND $25,740 FOR A CONDOMINIUM. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $20,593 FOR A SINGLE FAMILY UNIT, $16,707 FOR A TOWNHOUSE, AND $12,822 FOR A CONDOMINIUM, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,378 FOR A SINGLE FAMILY UNIT, $1,118 FOR A TOWNHOUSE AND $858 FOR A CONDOMINIUM 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 $41,340 FOR A SINGLE FAMILY UNIT, $33,540 FOR A TOWNHOME, AND $25,740 FOR A CONDOMINIUM. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $20,593 FOR A SINGLE FAMILY UNIT, $16,707 FOR A TOWNHOUSE, AND $12,822 FOR A CONDOMINIUM, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,378 FOR A SINGLE FAMILY UNIT, $1,118 FOR A TOWNHOUSE AND $858 FOR A CONDOMINIUM 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:

BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE BELLAGIO 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 COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE BELLAGIO COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN BELLAGIO. A PURCHASER OF PROPERTY IN BELLAGIO 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 BELLAGIO 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 BELLAGIO AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [*INSERT APPROPRIATE CONTACT INFORMATION*]."

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County 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 County 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 County 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 of Hialeah ("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 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, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board 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 Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, 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 Board. Upon such determination, the Board 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 Board 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 County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, 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 County 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 at 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 the County, following the acceptance by the Board 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 County 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 County.

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 Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, 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 County 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 County 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 Board and/or any Community Zoning Appeals Board and other County 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 31 day of July, 2007.

OWNER:

SHOMA HOMES AT BELLAGIO, LLC, a Florida limited liability company

By:

Signature: _____
Name: Masoud Shojaee
Title: President

Owner's Address: 5835 Blue Lagoon Drive
Miami, Florida 33126

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Masoud Shojaee, the President of Shoma Homes at Bellagio, LLC, a Florida limited liability company, this 31 day of July, 2007 who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: Maribel Mendoza
My commission expires: 2-27-09

MARIBEL MENDOZA
MY COMMISSION # DD 396813
EXPIRES: February 27, 2009
Bonded Thru Notary Public Underwriters

Exhibit A

LEGAL DESCRIPTION

LEGAL DESCRIPTION

Tracts 33 through 36, both inclusive, in Section 21, Township 52 South, Range 40 East, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

LESS the part thereof taken in Eminent Domain proceedings, Case No. 79-5-184 for Interstate 75, being more particularly described as follows:

Begin at the Northeast corner of the Southwest 1/4 of said Section 21, Township 51 South, Range 40 East; thence run South 2 degrees 36 minutes 44 seconds East along the East line of the Southwest 1/4 of said Section 21 for 1320.80 feet to an intersection with the South line of said Tract 36; thence run South 89 degrees 37 minutes 29 seconds West along the last described South line for 600.85 feet to a point on a circular curve concave to the Northwest and having a radius of 1035.92 feet; thence from a tangent bearing of North 18 degrees 49 minutes 16 seconds East, run Northeasterly 315.33 feet through a central angle of 17 degrees 26 minutes 26 seconds in the end of this portion of said curve; thence run North 1 degree 50 minutes 49 seconds East for 768.10 feet; thence run North 2 degrees 37 minutes 10 seconds West for 243.52 feet to an intersection with the North line of the Southwest 1/4; thence run North 89 degrees 37 minutes 02 seconds East along the last described North line for 471.94 feet to the Point of Beginning and all rights of ingress, egress, light, air and view between the remaining portions of said Tracts 33 through 36 and any facility constructed on the portion taken for Interstate 75.

Tracts 37, 38, 43, 44 and 45 in Section 21, Township 52 South, Range 40 East, a Subdivision of FLORIDA FRUIT LAND COMPANY, according to the Plat thereof as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, less those portions of said Tracts 37 and 38 conveyed to the State of Florida Department of Transportation in Deed filed July 20th, 1979, in Official Records Book 10458 at page 2138, of the Public Records of Miami-Dade County, Florida.

Tract 46 in Section 21, Township 52 South, Range 40 East, a Subdivision according to the Plat thereof recorded in Plat Book 2, page 17 of the Public Records of Miami-Dade County, Florida.

Portions of Tract 39, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, of Section 21, Township 52 South, Range 40 East, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows: Begin at the Southwest corner of said Tract 39, thence North 02 degrees 37 minutes 47 seconds West, along the West line of said Tract 39, for 330.20 feet, to the Northwest corner of said Tract 39; thence North 89 degrees 37 minutes 53 seconds East, along the North line of said Tract 39, for 319.94 feet, to a point on the Westerly right-of-way line of Interstate 75, said point also being on a circular curve, said curve being concave to the Northwest and having a radius of 1315.92 feet; thence Southwesterly along the arc of said curve and along said Westerly right-of-way line of Interstate 75, through a central angle of 11 degrees 03 minutes 51 seconds, for an arc distance of 254.11 feet; thence North 77 degrees 18 minutes 30 seconds West, along said Westerly right-of-way line of Interstate 75; thence South 11 degrees 23 minutes 07 seconds West, along said Westerly right-of-way line of Interstate 75, to a point on the South line on said Tract 39; thence South 89 degrees 38 minutes 06 seconds West, along said South line of Tract 39, for 74.40 feet, to the Point of Beginning; said lands lying and being in Miami-Dade County, Florida.

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 Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family Unit	$1,378	$140	$1,518
Townhouse	$1,118	$140	$1,258
Condominium	$858	$140	$998

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 Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family Unit	$12	$0	$115
Townhouse	$12	$0	$93
Condominium	$12	$0	$72

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 Total 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 Unit	$20,593	$41,340
Townhouse	$16,707	$33,540
Condominium	$ 12,822	$25,740

_____ _____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in the [insert name of community] (the "**Development**") are also located within the boundaries of the [insert name of the District] 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 the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). 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 County real estate tax bill of each property located within the District and will be paid at the same time as County 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 **$1,378** for a single family unit (approximately **$115** per month), **$1,118** for a townhouse (approximately **$93** per month), and **$858** (approximately **$72** 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 [30 years] is approximately **$41,340** for a single family unit, **$33,540** for a two story townhouse, and **$25,740** for a three story townhouse.

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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.

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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 the Dwelling Unit will be approximately **$140** per year per Dwelling 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 Miami-Dade 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: _____	Print Name: _____
Date: _____	Date: _____