MEMORANDUM

Agenda Item No. 5(A)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 18, 2013

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

SUBJECT: Ordinance granting petition of Bellagio Lennar, LLC, for establishment of a Community Development District

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/jls

/

Memorandum

MIAMI-DADE COUNTY

Date: June 18, 2013

To: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ordinance Granting Petition of Bellagio Lennar, LLC, for Establishment of a Community Development District

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The proposed ordinance grants petition to establish a Community Development District for Bellagio Lennar, LLC. Implementation of this ordinance will not have a fiscal impact to the County.

Alina T. Hudak
Deputy Mayor

Fls6113

1A

MEMORANDUM

(Revised)

TO: Honorable Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: June 18, 2013

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

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

_____	**"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**
_____	**Ordinance creating a new board requires detailed County Mayor's report for public hearing**
✓	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
_____	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 5(A)
6-18-13

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF BELLAGIO LENNAR, 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 PROFERRED 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, Bellagio Lennar, LLC, a Florida limited liability company, ("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, the 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 pursuant to Resolution 07-95, adopted on August 19, 2007, 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 Bellagio Lennar, LLC, a Florida limited liability company, on April 5, 2013, 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 as Exhibit A to the Ordinance.

Section 3. The external boundaries of the District shall be as described in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance.

Section 4. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C to the Ordinance.

Section 5. The initial members of the Board of Supervisors shall be as follows:

Teresa Baluja
Luis Javier Dominguez
Carolina Herrera
Horacio F. Moncada
Mercedes Suarez

Section 6. The name of the District shall be the "Bellagio Community Development District."

Section 7. 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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. 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 15. 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 Bellagio Lennar, LLC, and approved herein.

Section 16. 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 17. 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 18. 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:

Prepared by:

Gerald T. Heffernan

Prime Sponsor: Commissioner Jose "Pepe" Diaz

"EXHIBIT A to the Ordinance"

PETITION TO ESTABLISH BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

Dated: November 2012

PETITION TO ESTABLISH BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Bellagio Lennar, 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 700 NW 107th Avenue, Suite 400, Miami, Florida 33172. Copies of all correspondence and official notices should also be sent to the authorized agent for the Petitioner:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bclmr.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.)

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, (iii) roadway improvements, and (iv) wetlands mitigation (i.e., payment of mitigation fees to a wetlands mitigation bank). 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 will be owned and maintained by the City of Hialeah. The roadway improvements will be owned and maintained by the Homeowners Association and/or the District. Off-site wetlands mitigation will be funded by the District.

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.)

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 13th day of November, 2012.

BELLAGIO LENNAR, LLC, a Florida limited liability company
By: Lennar Homes, LLC, a Florida limited liability company, as Managing Member

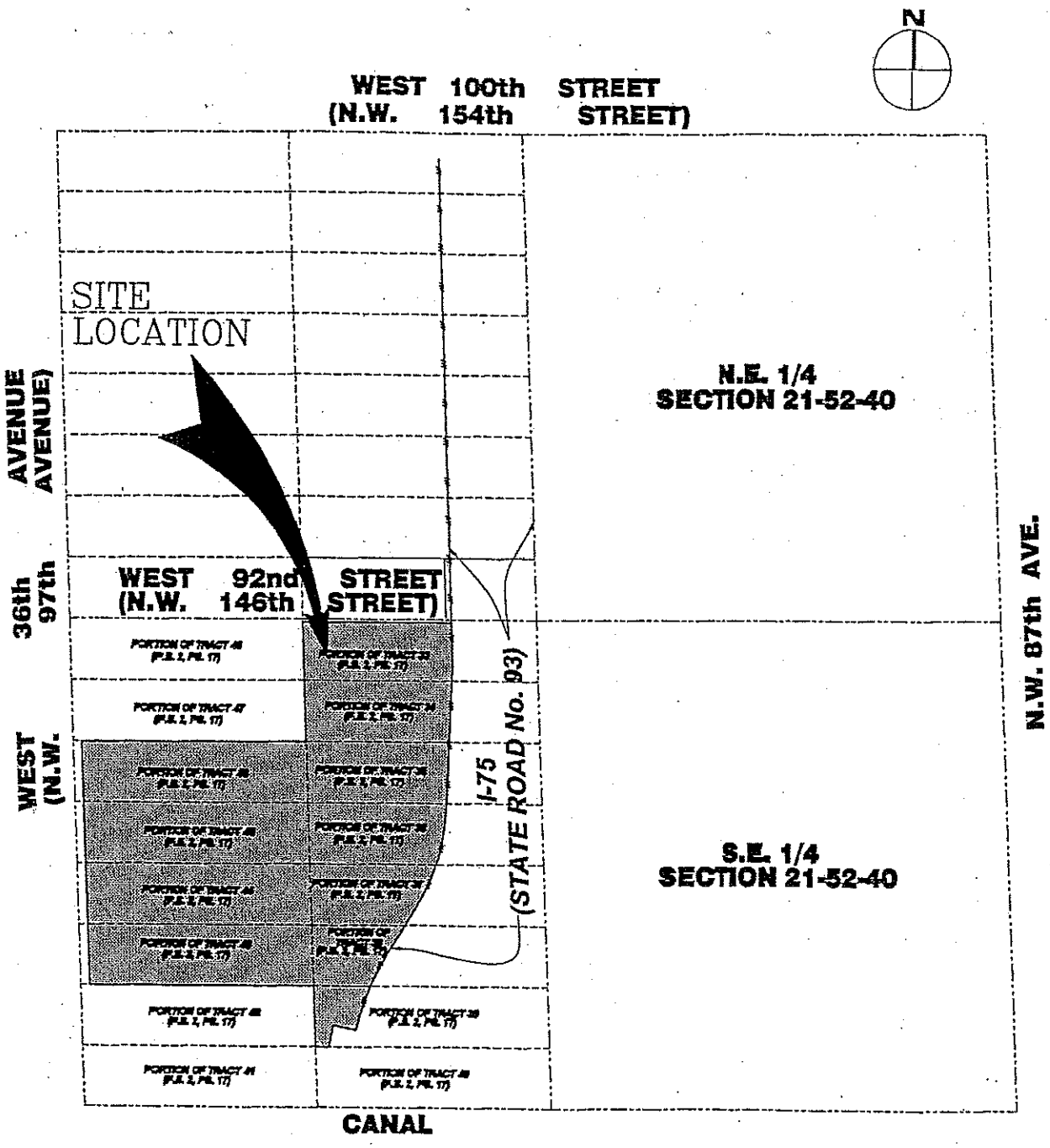
By: _____

Print Name: Carlos Gonzalez

Title: Manager

EXHIBIT 1

LOCATION SKETCH

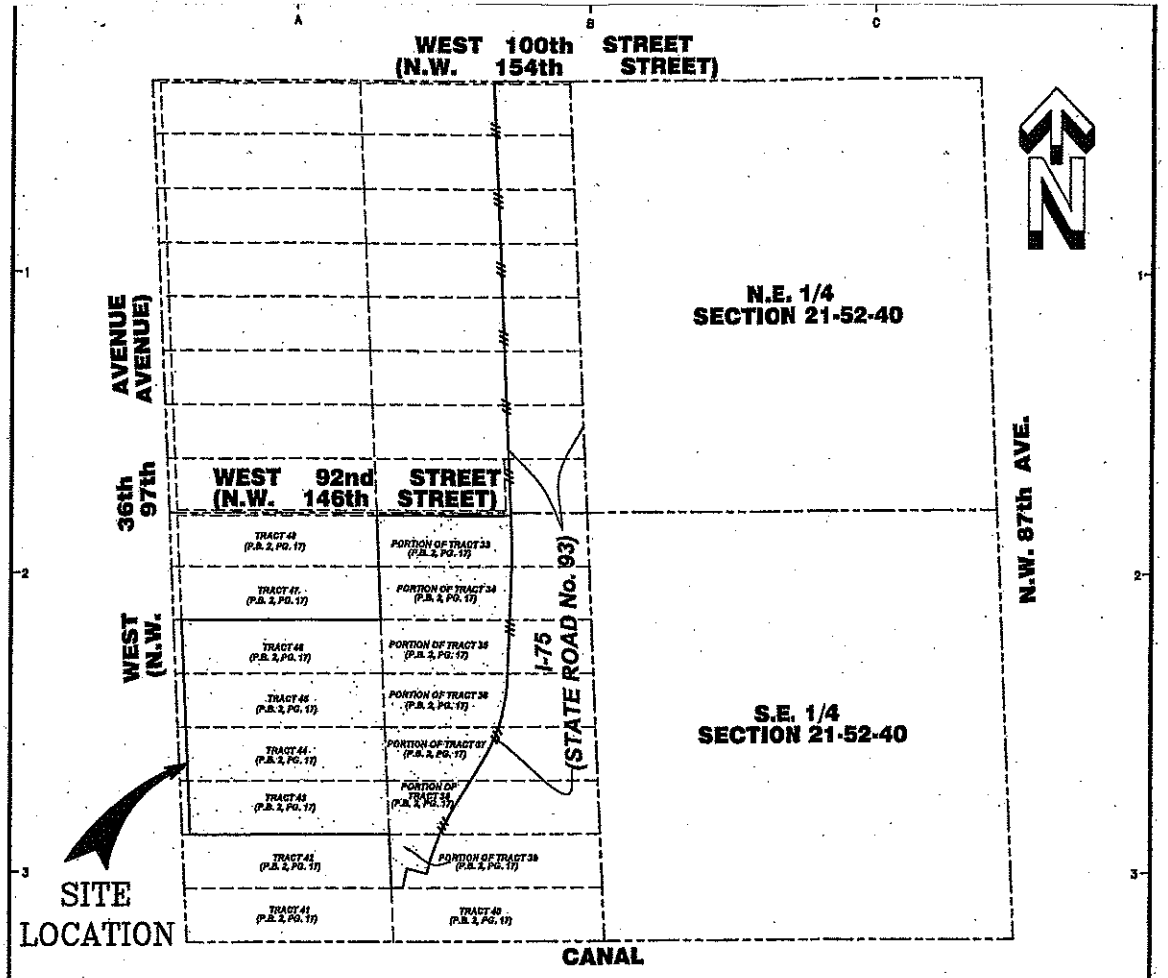


LOCATION MAP

SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

EXHIBIT 2

METES AND BOUNDS DESCRIPTION



LOCATION MAP
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST
HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) –This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) –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.
3) –There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) –North Arrow direction and Bearings shown hereon are based on Township 52 South, assumed value of N02°37'55"W along the West Line of Southwest 1/4 of Section 21, Township 52 South, Range 40 East, as shown hereon.
5) –The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) –No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

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 SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J–17 (Formerly Chapter 61G17–6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557

Date: NOVEMBER 20th, 2012.

Ricardo Rodriguez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No.5936

C:\FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000.DWG

BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000
SHEET:	1 OF 3 SHEETS

LEGAL DESCRIPTION:

A Portion of Tracts 33, 34, 35, 36, 37, 38, 39, 43, 44, 45 and 46 of "Florida Fruit Lands Company's Subdivision No. 1", in the Southwest 1/4 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, the entire parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence South 02°37'55" East on the West Line of said Southwest 1/4 for 660.25 feet; thence North 89°37'04" East 50.04 feet to the POINT OF BEGINNING; thence continue North 89°37'04" East on the North Line of said Tract 46 for 1269.03 feet to the Northeast corner of said Tract 46, also being the Southwest corner of said Tract 34; thence North 02°37'47" West on the West Line of said Tracts 34 and 33 for 660.41 feet to the Northwest corner of said Tract 33; thence North 89°36'40" East on the North Line of said Tract 33 for 847.15 feet to the Intersection with the Westerly Right-of-Way Limit of Interstate 75; thence on said Westerly Right-of-Way Limit, the following 5 courses and distances: 1) South 02°35'43" East 243.52 feet; 2) South 01°52'16" West 768.10 feet to a point on the arc of a circular curve, concave Northwesterly, the Radius point of which bears North 88°35'43" West; 3) Southwesterly on the arc of said curve, with a Radius of 1,035.92 feet and a Central Angle of 31°00'00" for an arc distance of 560.49 feet to a Point of Tangency; 4) South 32°24'17" West 316.11 feet to a point of curvature of a circular curve, concave Southeasterly; 5) Southwesterly on the arc of said curve, with a Radius of 1,315.92 feet and a Central Angle of 19°41'38" for an arc distance of 452.31 feet; thence North 77°18'30" West 130.38 feet; thence South 10°52'39" West 121.85 feet to the Intersection with the South Line of said Tract 39; thence South 89°38'06" West on said South Line 74.40 feet to the Southwest corner of said Tract 39; thence North 02°37'47" West on the West Line of said Tract 39 for 330.20 feet to the Northwest corner of said Tract 39, also being the Southeast corner of said Tract 43; thence South 89°37'54" West on the South Line of said Tract 43 for 1,268.99 feet to the Intersection with a Line lying 50.00 feet East of and parallel with the West Line of said Section 21; thence North 02°37'55" West on said parallel Line 1320.51 feet to the POINT OF BEGINNING. Less the North 15.00 feet of Tract 33.

Said lands situate, lying and being in the City of Hialeah, Miami-Dade County Florida and containing 3,158,326 square feet (72.22 Acres), more or less.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
10'U.E. - 10 FEET UTILITY EASEMENT

G:\FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000.DWG

BELLAGIO

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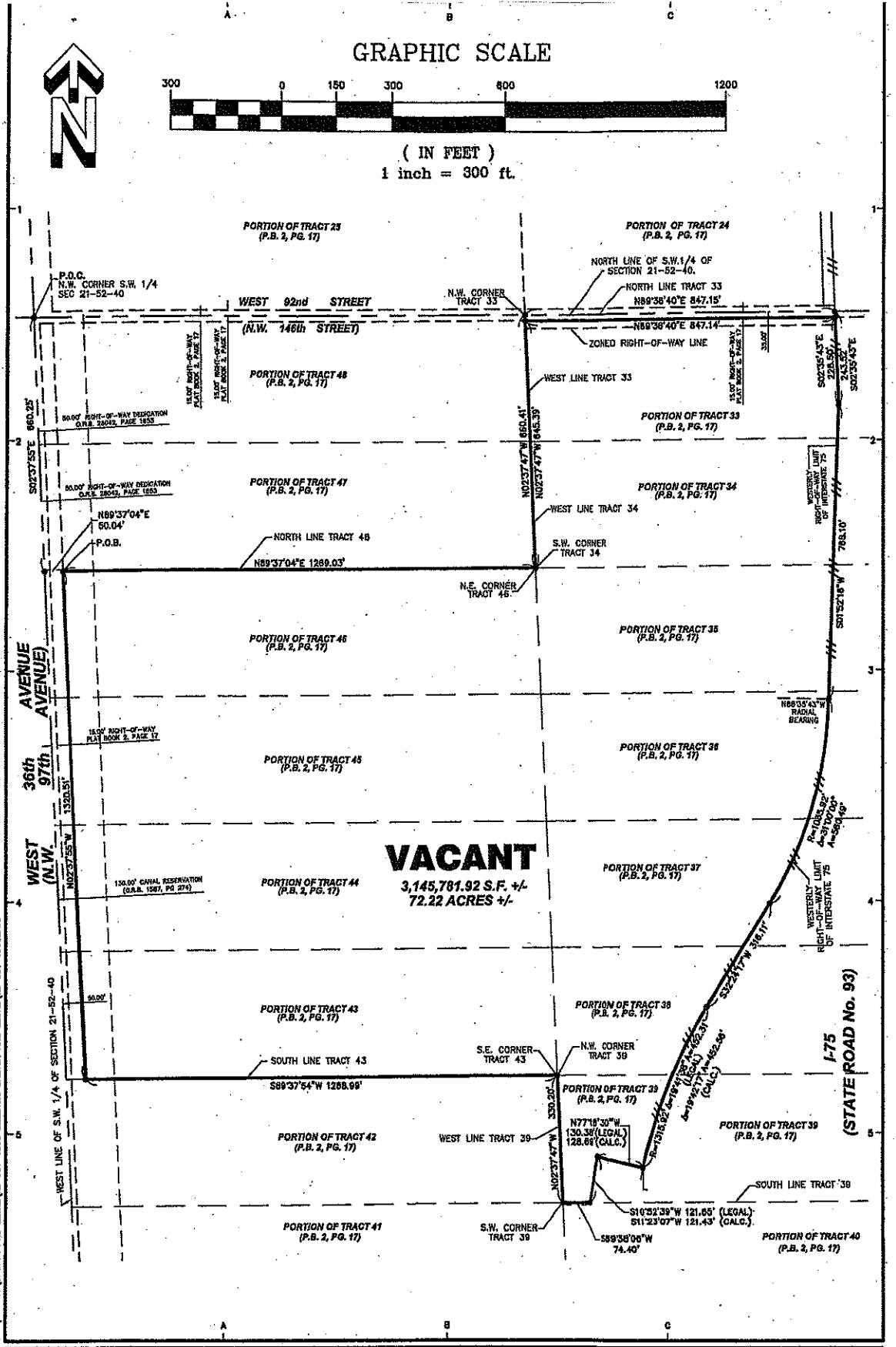
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 2 OF 3 SHEETS



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TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH, LEGAL DESCRIPTION AND LEGEND.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 3 OF 3 SHEETS

© FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000.DWG

EXHIBIT 3

AFFIDAVIT OF OWNERSHIP AND CONSENT
BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 13th day of November, 2012, personally appeared before me, Carlos Gonzalez, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of Lennar Homes, LLC, a Florida limited liability company, the Managing Member of Bellagio Lennar, 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.

FURTHER AFFIANT SAYETH NOT.

Carlos Gonzalez, as Manager of Lennar Homes, LLC, a Florida limited liability company, as Managing Member of Bellagio Lennar, LLC, a Florida limited liability company

Subscribed and sworn to before me this 13th day of NOV, 2012, by Carlos Gonzalez, who personally appeared before me, and is personally known.

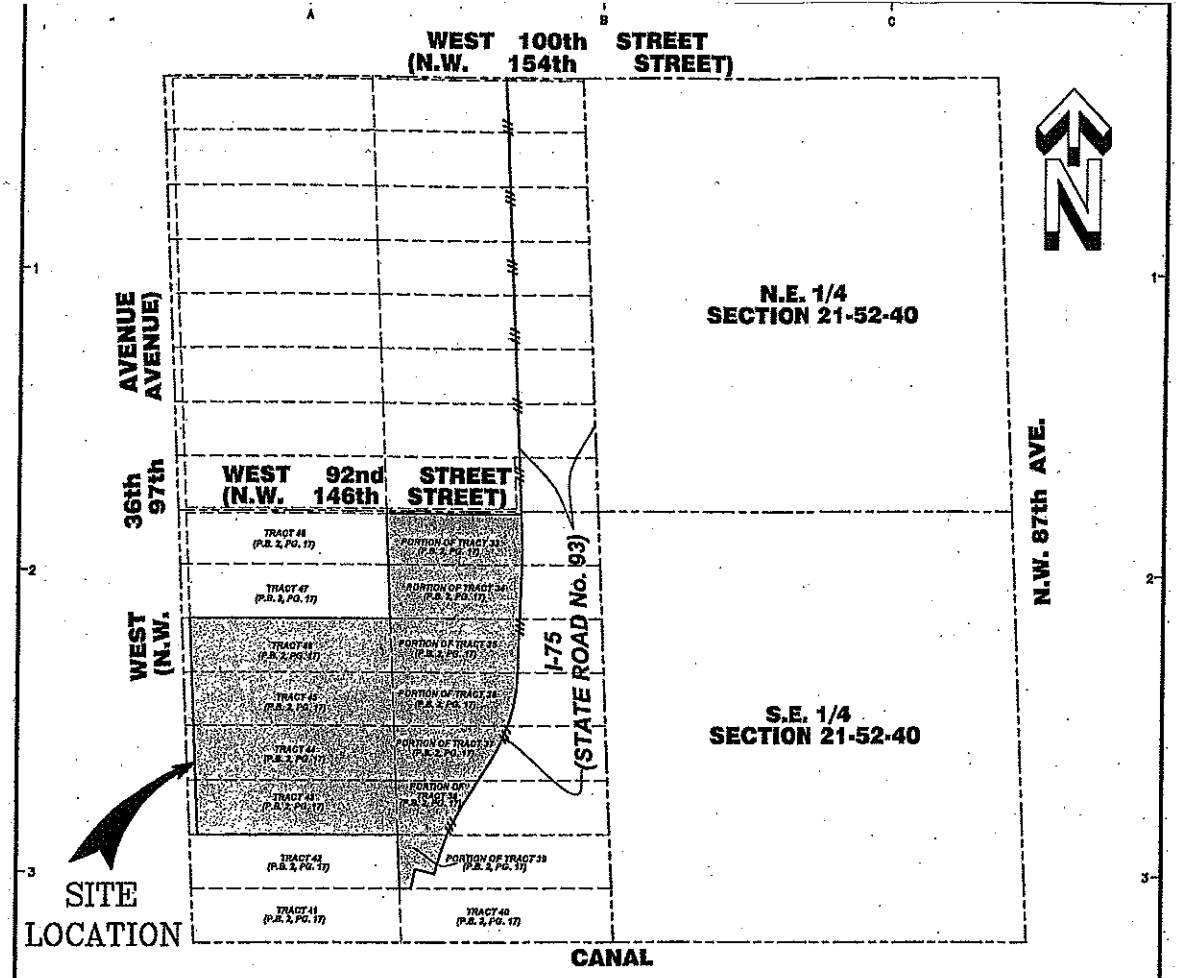
Notary: Alma Briceno
Print Name: Alma Briceno
Notary Public, State of Florida

ALMA Y. BRICENO
MY COMMISSION # EE 172257
EXPIRES: February 28, 2016
Bonded Thru Notary Public Underwriters

{00004528.DOC v.3}

Exhibit "A" to Affidavit

Legal description of Property



LOCATION MAP
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST
HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -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.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North Arrow direction and Bearings shown hereon are based on Township 52 South, assumed value of N02°37'55"W along the West Line of Southwest 1/4 of Section 21, Township 52 South, Range 40 East, as shown hereon.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

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 SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly Chapter 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. I.B. 6557
Date: NOVEMBER 20th, 2012.

Ricardo Rodriguez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No.5936

C:\FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000.DWG

BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000
SHEET:	1 OF 3 SHEETS

LEGAL DESCRIPTION:

A Portion of Tracts 33, 34, 35, 36, 37, 38, 39, 43, 44, 45 and 46 of "Florida Fruit Lands Company's Subdivision No. 1", in the Southwest 1/4 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, the entire parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence South 02°37'55" East on the West Line of said Southwest 1/4 for 660.25 feet; thence North 89°37'04" East 50.04 feet to the POINT OF BEGINNING; thence continue North 89°37'04" East on the North Line of said Tract 46 for 1269.03 feet to the Northeast corner of said Tract 46, also being the Southwest corner of said Tract 34; thence North 02°37'47" West on the West Line of said Tracts 34 and 33 for 660.41 feet to the Northwest corner of said Tract 33; thence North 89°36'40" East on the North Line of said Tract 33 for 847.15 feet to the Intersection with the Westerly Right-of-Way Limit of Interstate 75; thence on said Westerly Right-of-Way Limit, the following 5 courses and distances: 1) South 02°35'43" East 243.52 feet; 2) South 01°52'16" West 768.10 feet to a point on the arc of a circular curve, concave Northwesterly, the Radius point of which bears North 88°35'43" West; 3) Southwesterly on the arc of said curve, with a Radius of 1,035.92 feet and a Central Angle of 31°00'00" for an arc distance of 560.49 feet to a Point of Tangency; 4) South 32°24'17" West 316.11 feet to a point of curvature of a circular curve, concave Southeasterly; 5) Southwesterly on the arc of said curve, with a Radius of 1,315.92 feet and a Central Angle of 19°41'38" for an arc distance of 452.31 feet; thence North 77°18'30" West 130.38 feet; thence South 10°52'39" West 121.85 feet to the Intersection with the South Line of said Tract 39; thence South 89°38'06" West on said South Line 74.40 feet to the Southwest corner of said Tract 39; thence North 02°37'47" West on the West Line of said Tract 39 for 330.20 feet to the Northwest corner of said Tract 39, also being the Southeast corner of said Tract 43; thence South 89°37'54" West on the South Line of said Tract 43 for 1,268.99 feet to the Intersection with a Line lying 50.00 feet East of and parallel with the West Line of said Section 21; thence North 02°37'55" West on said parallel Line 1320.51 feet to the POINT OF BEGINNING. Less the North 15.00 feet of Tract 33.

Said lands situate, lying and being in the City of Hialeah, Miami-Dade County Florida and containing 3,158,326 square feet (72.22 Acres), more or less.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
10'U.E. - 10 FEET UTILITY EASEMENT

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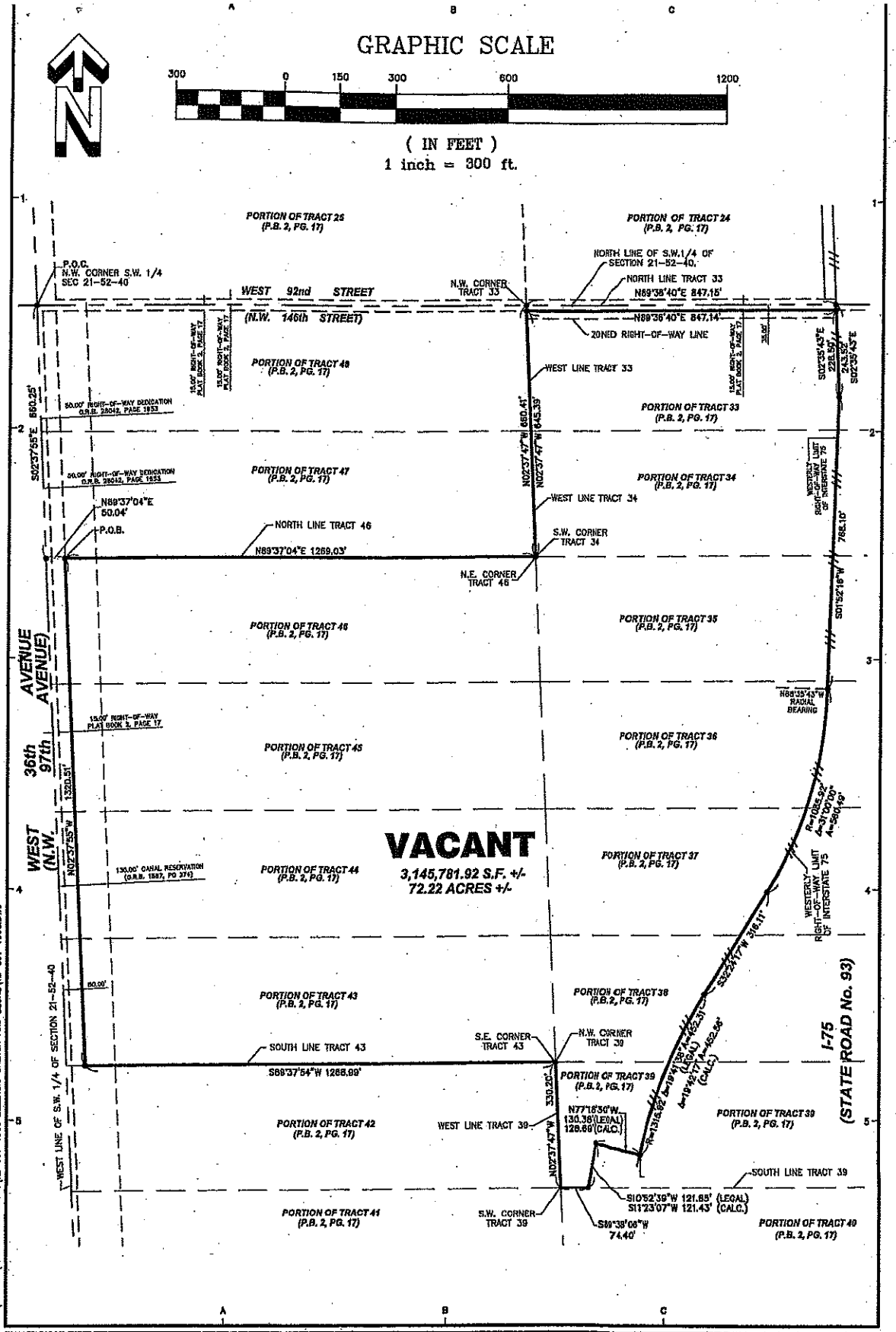
BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 2 OF 3 SHEETS



BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH, LEGAL DESCRIPTION AND LEGEND.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000
	SHEET: 3 OF 3 SHEETS

C:\FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000LDWG

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Name: Carolina Herrera
Address: 700 NW 107th Avenue, Suite 400
Miami, Florida 33172

Name: Teresa Baluja
Address: 700 NW 107th Avenue, Suite 400
Miami, Florida 33172

Name: Mercedes Suarez
Address: 700 NW 107th Avenue, Suite 400
Miami, Florida 33172

Name: Luis Javier Dominguez
Address: 700 NW 107th Avenue, Suite 400
Miami, Florida 33172

Name: Horacio F. Moncada
Address: 700 NW 107th Avenue, Suite 400
Miami, Florida 33172

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

Teresa Baluja
HOA Manager for SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

Current Employment:

Lennar Homes
HOA Manager for SE Region — 2007-Present
Real Estate industry, Property Management, Contracts

Education:

FIU- Bachelors in Elementary Education — 2006

Luis "Javier" Dominguez
Phone: (305) 559-1951 ext 7539
E-mail: Javier.dominguez@lennar.com

Summary of Qualifications

Accomplished Professional with more than twenty years of Construction Management experience. Expertise in Entitlement, Planning, Land Development, Vertical Residential and Commercial Construction, Quality Control, Design-Build construction on a variety of projects, from minor renovations to Full Island and Community Development. Recognized for great control of project's schedules and budgets with constraining goals and high expectations. Very disciplined and able to work independently or as part of a team to accomplish the company's goals. Great at mentoring, teaching and delegating to others for optimum output.

Areas of Expertise

- Construction, Contract and Project Management
- Entitlement approval of Projects (including zoning and platting)
- Quality Control, Safety and Code Compliance
- Strong oral and written communication skills
- Construction Planning and Scheduling
- Team Building & Leadership
- Budget Analysis, Estimating and Job Costing
- Great organizational and time management skills, able to handle multiple tasks & projects
- Good dealing with Owners, Architects, Engineers, Consultants, and City, County and State Officials.
- Experience in International Construction
- Tilt up Construction
- Tensile Membrane Structures
- Underground Utilities
- Land Development
- Vertical Residential and Commercial Construction

Professional Experience

Land Development Manager & Estimator – Land Development Southeast Division
Lennar Homes, Miami Florida 09/05 – Present

Responsible for coordinating the transformation of acquired land into buildable lots. Responsibilities start with the complete review of the due diligence process to determine project viability, managing the zoning and planning approval process, review and award of contracts to Engineer, Architects and surveyors and managing the Design, Platting and permitting process, and finally managing the Construction process for Clearing, Earthwork, Water, Sewer, Drainage, Power, Telephone and Cable Utilities. Control projects from feasibility Studies to Final Paving of Roads.

Project Executive - Design /Built
Coastal Systems Development, Coral Gables Florida, 06/03 – 8/05

Hired to develop the construction arm of Coastal Systems International, a highly reputable engineering firm specializing in Coastal development projects. At the request of the clients, the company developed into a full design build company. Responsible for creating operational, safety and emergency manuals, meeting with clients and potential clients, conducting site visits to develop the scope of work, foresee potential problems, direct and coordinate the work with the design team. Additionally, responsible for creating a conceptual estimates and final estimates, conducting quality control and value engineering of the design drawings, interviewing, hiring and training new employees. Most of the construction projects were overseas which required a high degree of preparation and understanding of the local market, politics, labor and culture for the overall success of the projects. Managed a staff composed of project managers, superintendents, project engineers, foremen, assistant project manager, purchasing and logistics manager, project accountant and clerical personnel. Responsible for profit and losses for the Construction Arm of the company.

Senior Construction Manager - Design /Built
Recreational Design and Construction, Ft. Lauderdale Florida, 12/99 – 05-03

Instrumental in the growth of this company from a Small Design/Built Firm to a leader in the Design and Construction of Recreational Facilities in Broward County and spreading out to all East of Florida. Company managed about five million dollars a year and is currently managing over fifty million dollars a year. Responsible for leading the charge diversifying the company into Design/Built of Commercial and Government offices, Warehouses, Schools, Airport and High-Rise Commercial and Residential projects. Company specialized in Parks and Recreation as well as compliance of ADA requirements, in private and government facilities. Responsible for the project from the Request for Proposal to Project Close-out. Intermediate tasks include Review of estimates, Presentations to the Owner, Coordinate and Review Design drawings, Process project Permit, Conduct Buyout and all Negotiate all Subcontractor Contracts, Quality and Safety Control, Scheduling, Project Monitoring and Reporting, and Management of Field Superintendents and other personnel.

Supervisor of Commercial Revitalization Program.
Miami-Dade County OCED, Miami Florida, 09/98-12/99

Responsible for the managing the Commercial Revitalization Program. Hired and managed Architects, Engineers and Contractors to complete a series of rehabilitation projects, including Dry Cleaners, Garages, Grocery Stores, Restaurants, Indoor Flea markets, Retail Stores, and Façade improvements to complete Downtown Street Blocks. Directed a staff of estimators, inspectors, and contract administrators, financial and administrative assistants. Responsible for review and approval of project estimates, contract negotiations, pay applications, overall project supervision and program success.

Project Manager.
Miami-Dade Water and Sewer Department, Miami, FL, 08/95-09/98

Responsible for managing Capital Improvement Projects awarded to consultants and In-house design teams. Overseeing projects from the beginning to end. Review project preliminary estimates and schedules. Additional responsibilities included reviewing design drawings, specifications, contract documents, request for information, change order requests, approval of pay requests, coordinating the permit process with different building and environmental agencies, conduct site inspections to track project progress and ensure it was completed according to plans and specifications and within the scheduled time, and project close out.

Industrial Engineer, Section Leader
United Parcel Service (UPS), Hialeah, Florida, 05/85-08/95.

Managed several capital improvement projects, ranging from small computer systems upgrades, resurfacing staging yard and increasing warehouse size. My main responsibi8lities were to develop and implement strategic and daily operational plans. Responsible for realizing the goals established in the plans. All plans were directed toward customer satisfaction, safety, and quality. Time studies and statistical analysis were used to justify and establish production standards. Each task had to be justified based on a cost to benefit ratio to the company. Coordination of multiple training workshops with staff and operation managers about new technology, operating methods and safety procedures.

Computer Proficiency

- Word Processors: Lotus Works & Word,
- Spreadsheets: Lotus Works & Excel
- Project Management: PROLOG, Expedition, Buzzsaw
- Scheduling: Primavera, Suretrack, Microsoft Project
- Highly Computer literate

Education & Professional Certifications

GENERAL CONTRACTOR. License issued by United States Virgin Islands, March 18, 2004.

BUILDING CONTRACTOR. License issued by the State of Florida, December 10th, 2002.

ENGINEER INTERN. Engineer Intern Certificate issued from the Board of Professional Engineers of the State of Florida, February 4th, 2000.

MASTERS IN BUSINESS ADMINISTRATION
Nova Southeastern University. Ft. Lauderdale, Florida, 1996

BACHELOR OF SCIENCE IN ELECTRICAL ENGINEERING.
Florida International University. Miami, Florida, 1991

References

To be provided upon request.

Key projects and Selected Accomplishments while at Lennar Homes

- Renaissance/Oasis Community ($110,000,000.00). Development of 360 Acres of Land in Homestead for a Community of 2136 housing units comprise of single family homes and multi family buildings. Community also included the construction of all common areas, Clubhouse, Lift Stations and Lakes.
- Baywinds Community ($75,00,000.00). Development of 190 Acres of Land in Homestead for a Community of 1078 housing units comprise of single family homes and multi family buildings. Community also included the construction of all common areas, Clubhouse, Lift Stations and Lakes.
- Beacon @ Doral Community. Development of 17 Acres of Land in the City of Doral for a Community of 175 housing units comprise of Townhouse buildings. Community also included the construction of all common areas, Clubhouse, and Lift Station.
- Tuscany Villas Community. Development of 199 Units of Townhouses in the West Kendall area. Community also included the construction of all common areas.

Carolina Herrera
Vice President Property management
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

SUMMARY:
Specialties:
Property Management, Land Acquisition, Legal Settlements and Contracts, Industry Advocate, Real Estate.

Current Employment:

Lennar Homes
Vice President of Property Management SE Division — 2004-Present
Real Estate industry, Property Management, Contracts

Education:

University of Miami- School of Business — 2008-2009
MBA

Universidad del Rosario-Law School — 1997-2002
Attorney,
Bogota, Colombia

Additional Information:
Builder Association of South Florida- Board Member

Horacio F. Moncada
Land Development Supervisor
Lennar Homes,
Horacio.Moncada@Lennar.com
Tel. 305-559-1951 X 2130
Mobile 954-638-7971

Horacio F. Moncada

Over past 15 years Horacio Moncada's spectrum of experience has included complete delivery and development of large commercial and residential projects.

In addition to numerous single family and townhouse communities, he has developed retail centers, corporate facilities and industrial facilities throughout Florida. Prior to Lennar Horacio Moncada held several positions including a Real Estate Development Business, and was Vice President of Design & Construction for The Staubach Company, founded by famed NFL Quarterback Roger Staubach. At Staubach he represented Fortune 500 clients & household brands such as Sprint, Cisco Systems, Burger King, Bacardi, Freddie Mac, DirecTV as well as local businesses and investors.

The versatility of experience has allowed Horacio Moncada to become well rounded in the various aspects of large scale planned communities which include institutional and commercial components. Moncada's Experiences also extend from concept through construction.

In regards to initial phases of development, Horacio Moncada has managed due diligence & property evaluations, entitlement, zoning, platting, land development, and architectural & civil designs. These experiences have allowed Moncada to become well versed with building codes, related legislation and municipal objectives.

Horacio Moncada attended FIU were he studied Architecture, He currently holds licenses for State Certified General Contractor and Real Estate. In past Moncada held a CAM License and has extensive experience with HOA and Condominium Boards. Moncada is married and has two young boys, he is a supporter of community and charity organizations, including the Daily Food Bank, Habitat for Humanity, Ronal McDonald, and other organizations.

14532 SW 52nd Street
Miami FL 33175

(786) 357-8061
mer0513@hotmail.com

Mercedes Suarez

Objective

Seeking a position of increasing responsibility proving an opportunity to utilized effective organization, communication, and customer service skills.

Experience

TOUSA, Inc. / Engle Homes 2004-2010

Administrative Representative

- Appointed Member of three Community Development Districts.
- Homeowner Association President of 13 communities and 3 Master Associations.
- Human Resource Representative for the Dade Division, personal recruiting, training, scheduling, evaluating performances averaging from 12-65 personnel.
- Administered the reduction of 6 million dollars of Subdivision Performance Bonds for various developments in the tri-county area.
- Vendor liaison, monitoring and coordinating meetings and pricing of contracts.
- Conducted Chinese Drywall inspections for various developments.
- Supervised the sales contract process for the Sales Department.
- Coordinate with vendors and project managers building schedules.
- Managed delivery and payment schedules with General Electric Co.

Ford Armenteros & Manucy, Inc. 1999-2004

Development Consultant/project Manager

- Preparation, filing and processing of application for platting subdivision approvals, building permits, zoning approvals and civil engineering approvals (water and sewer plans, paving and drainage plans) through Miami-Dade County, local municipalities and various governmental regulatory boards and agencies.
- Coordinate preparation of Tentative Plats, Final Plats and Site Plan drawings for residential and commercial subdivisions.
- Due Diligence Research and Reports determining the requirements to develop and/or subdivide land development projects.
- Deal with issues related to concurrency and traffic trip generation for proposed land development projects.
- Assist in the preparation and processing of Petitions for Road Closure and Site Plan applications within Miami-Dade County and local municipalities.
- Review of site plans, surveys, and legal descriptions and for various projects.
- Prepare proposals and presentations for potential and existing clients.
- Managed client billing and collections for land development projects.

Ford Armenteros & Manucy, Inc. 1997-1999

Collections and Billing Supervisor

- Preparations of client proposals, invoicing, A1A forms and bank draws.
- Dealt with issues pertaining to collections, filing of liens and coordinate collection matters with legal counsel.
- Prepare purchase orders and change orders.
- Supervised collections department
- Dealt with various banks and accounts.
- Developed rapport with clients.
- Handled inventory and ordering of office supplies and equipment.

Education And Training

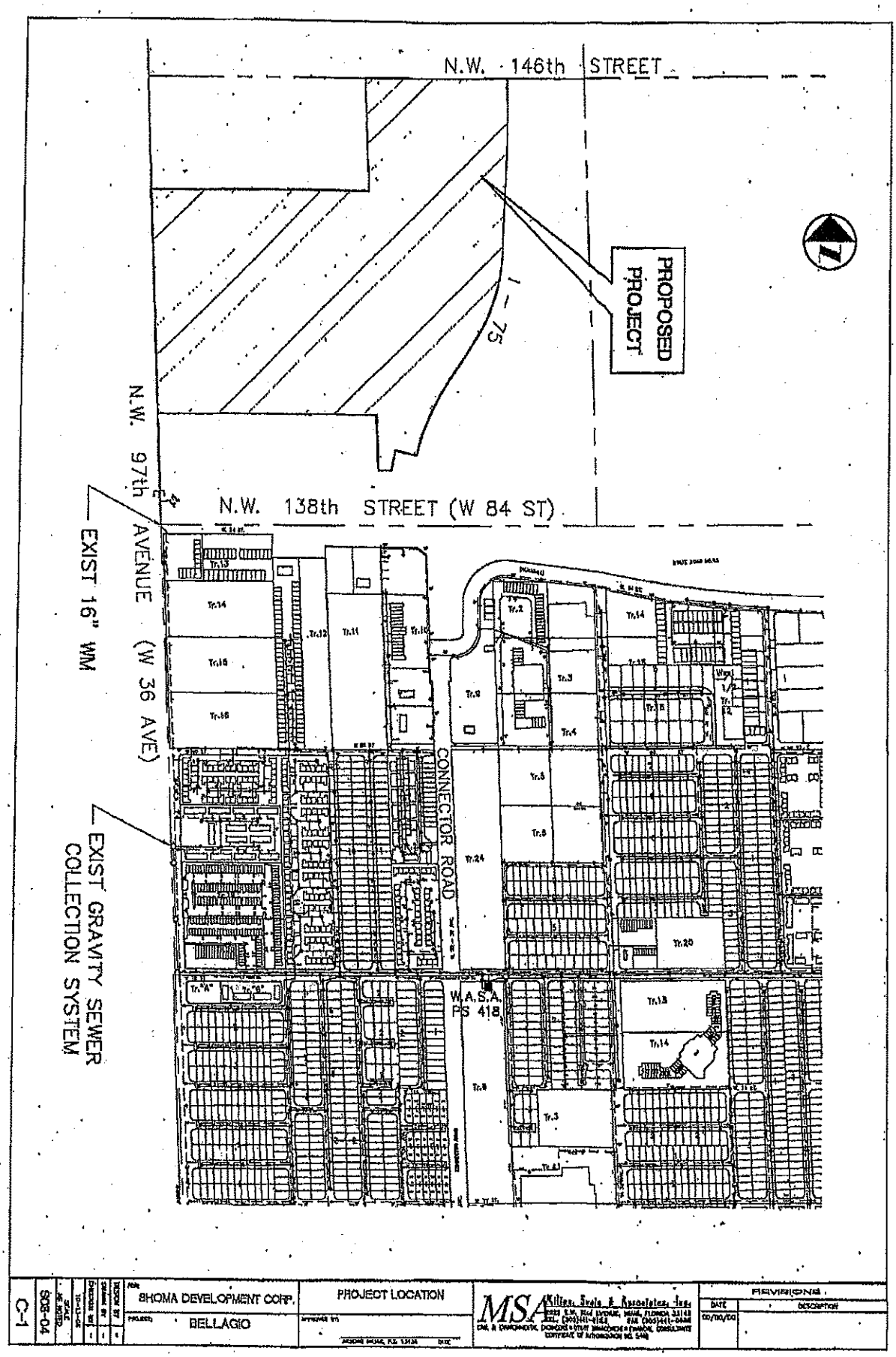
- International Fine Arts College Miami Florida
- Edison Community College Ft. Myers, Florida
- Barron Collier High School Naples Florida
- Licensed Notary Public of the State of Florida since 2002
- Human resource Training

Skills

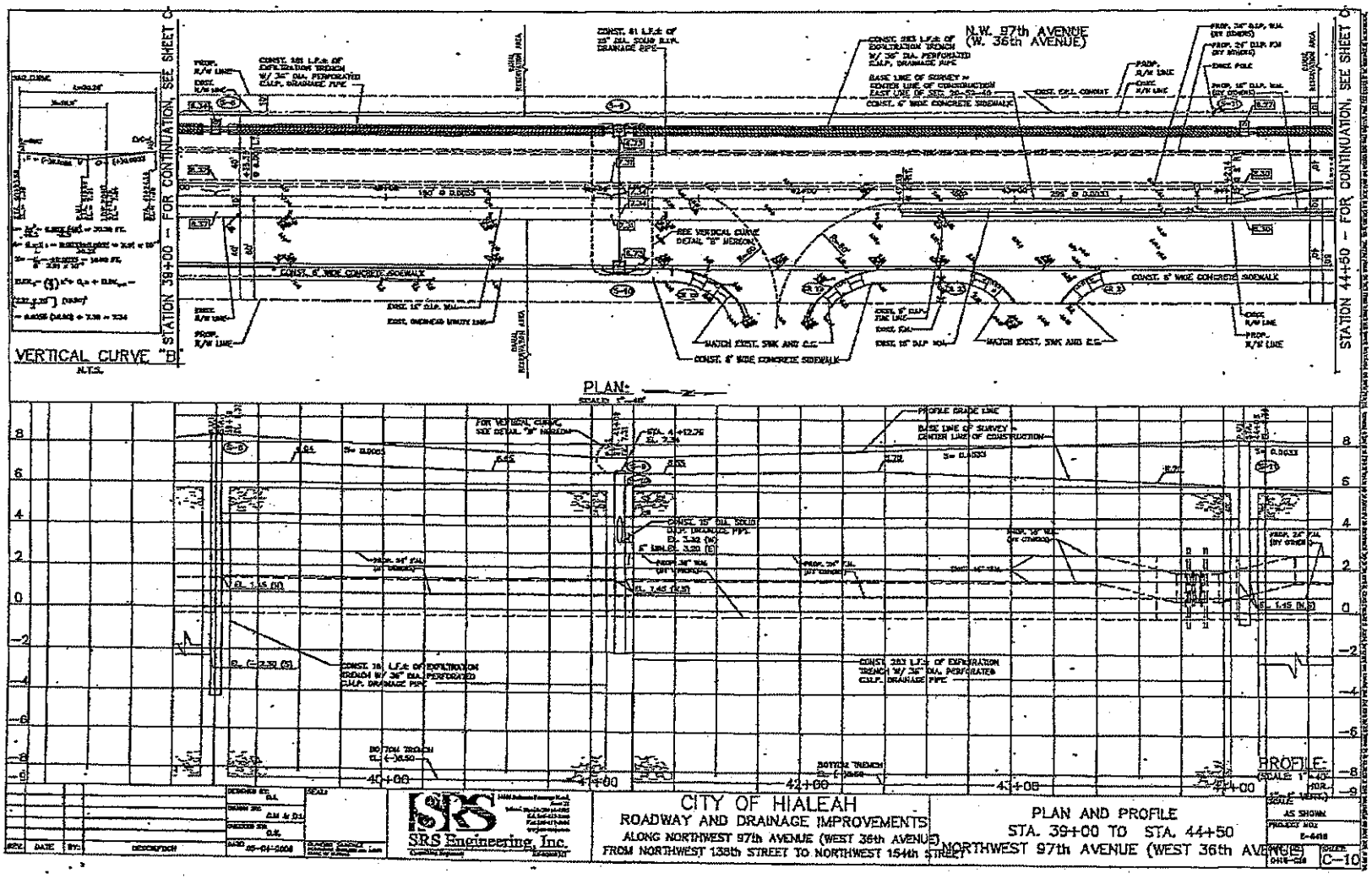
Proficient in most Windows based programs (Word, Outlook, Excel, GroupWise, and PowerPoint) and Mas90 Accounting program. Bilingual, excellent customer service and interpersonal skills.

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS


N.W. 146th STREET
PROPOSED PROJECT
I - 75
N.W. 97th AVENUE (W 36 AVE)
N.W. 138th STREET (W 84 ST)
EXIST 16" WM
EXIST GRAVITY SEWER COLLECTION SYSTEM
CONNECTOR ROAD
W.A.S.A. PS 418
SHOMA DEVELOPMENT CORP.
BELLAGIO
PROJECT LOCATION
MSA
REVISIONS
DATE
DESCRIPTION
C-1
S08-04

35



SRS Engineering, Inc.

CITY OF HIALEAH

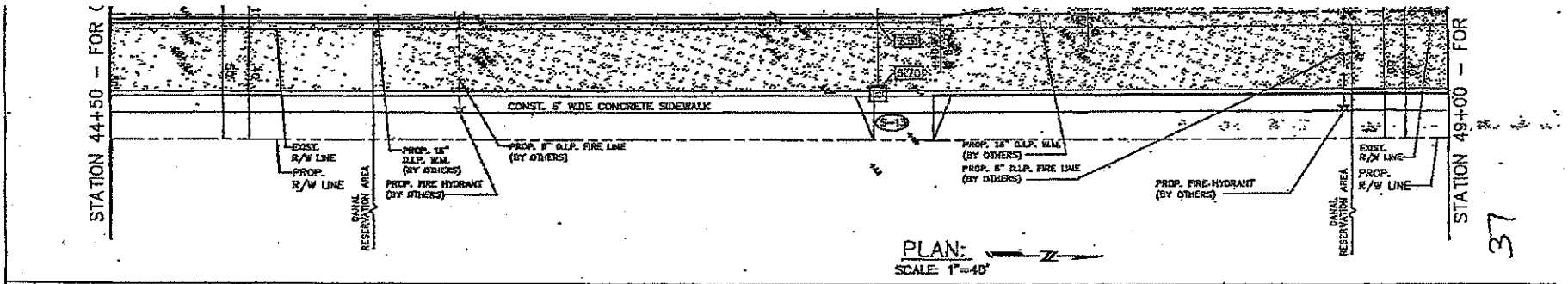
ROADWAY AND DRAINAGE IMPROVEMENTS

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)

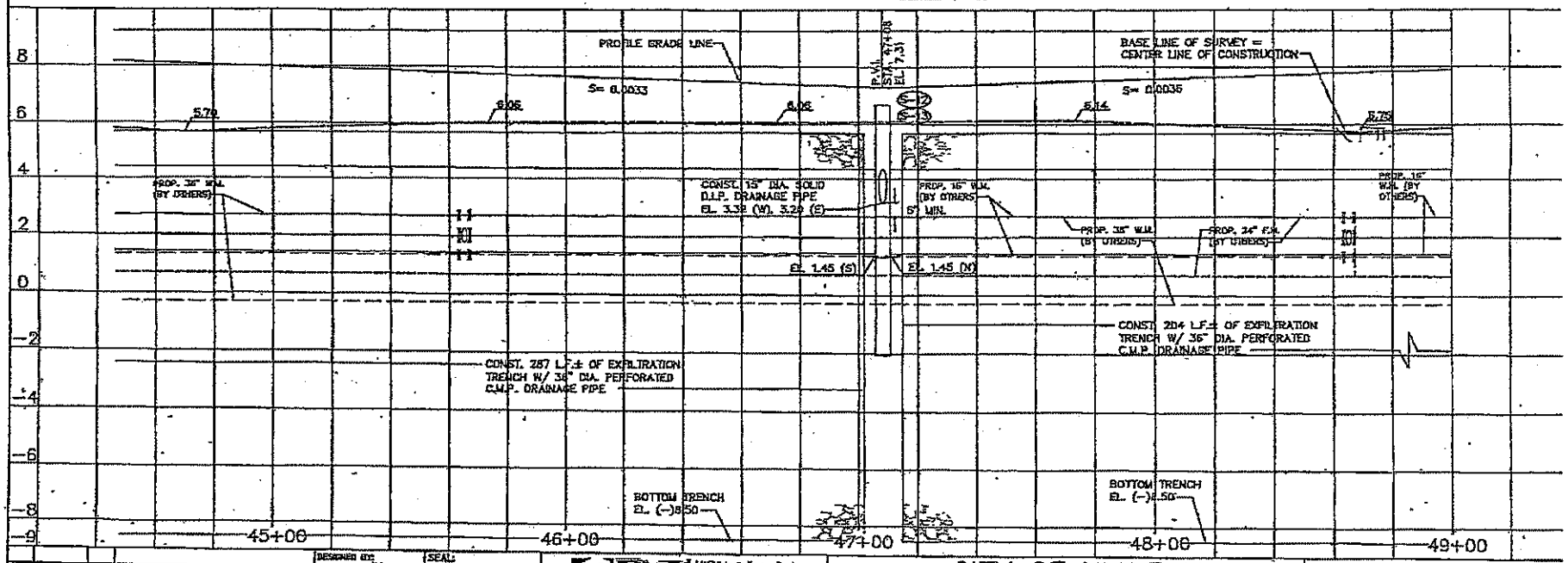
AS SHOWN

C-10



PLAN:
SCALE: 1"=40'

37

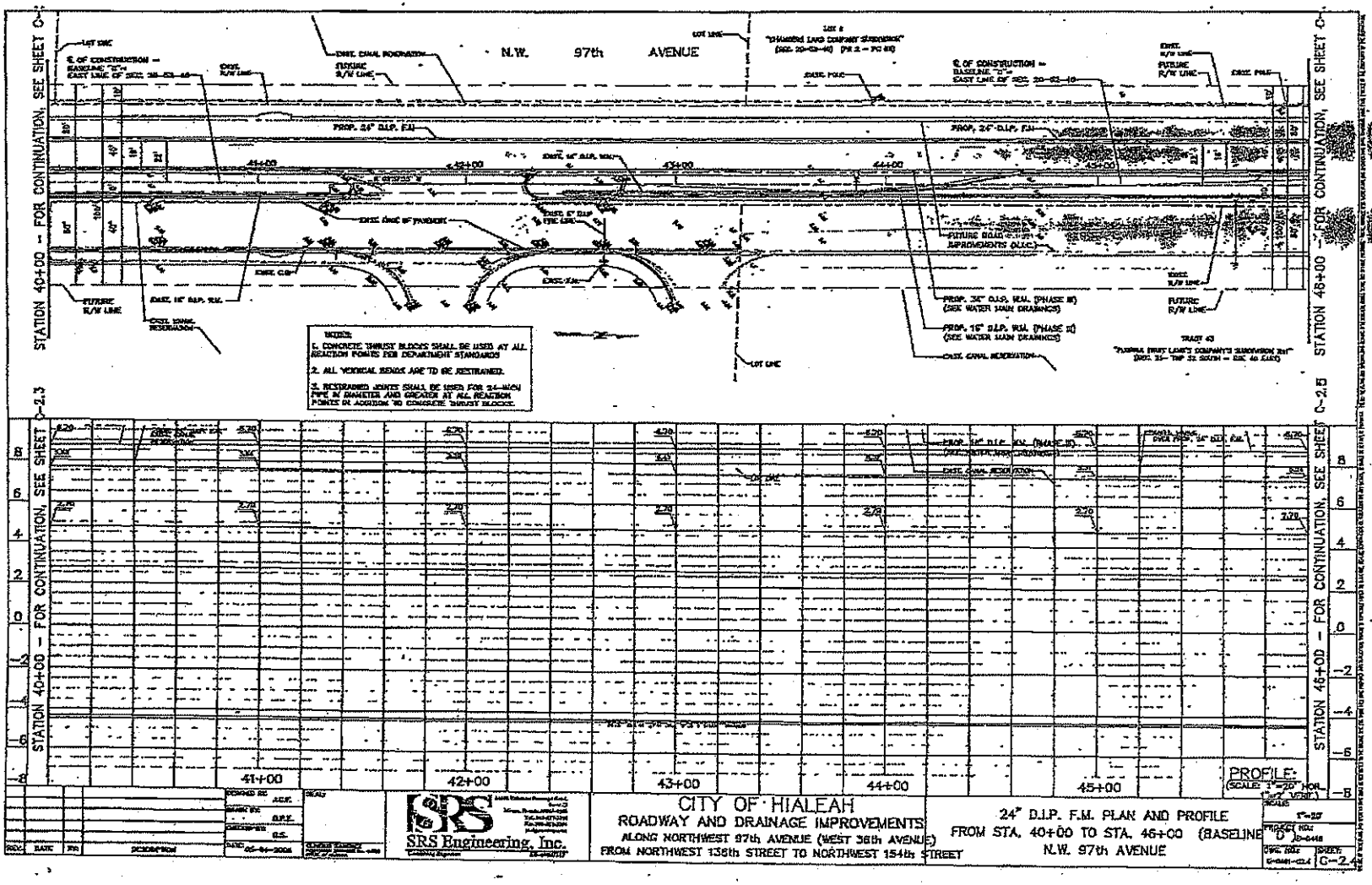


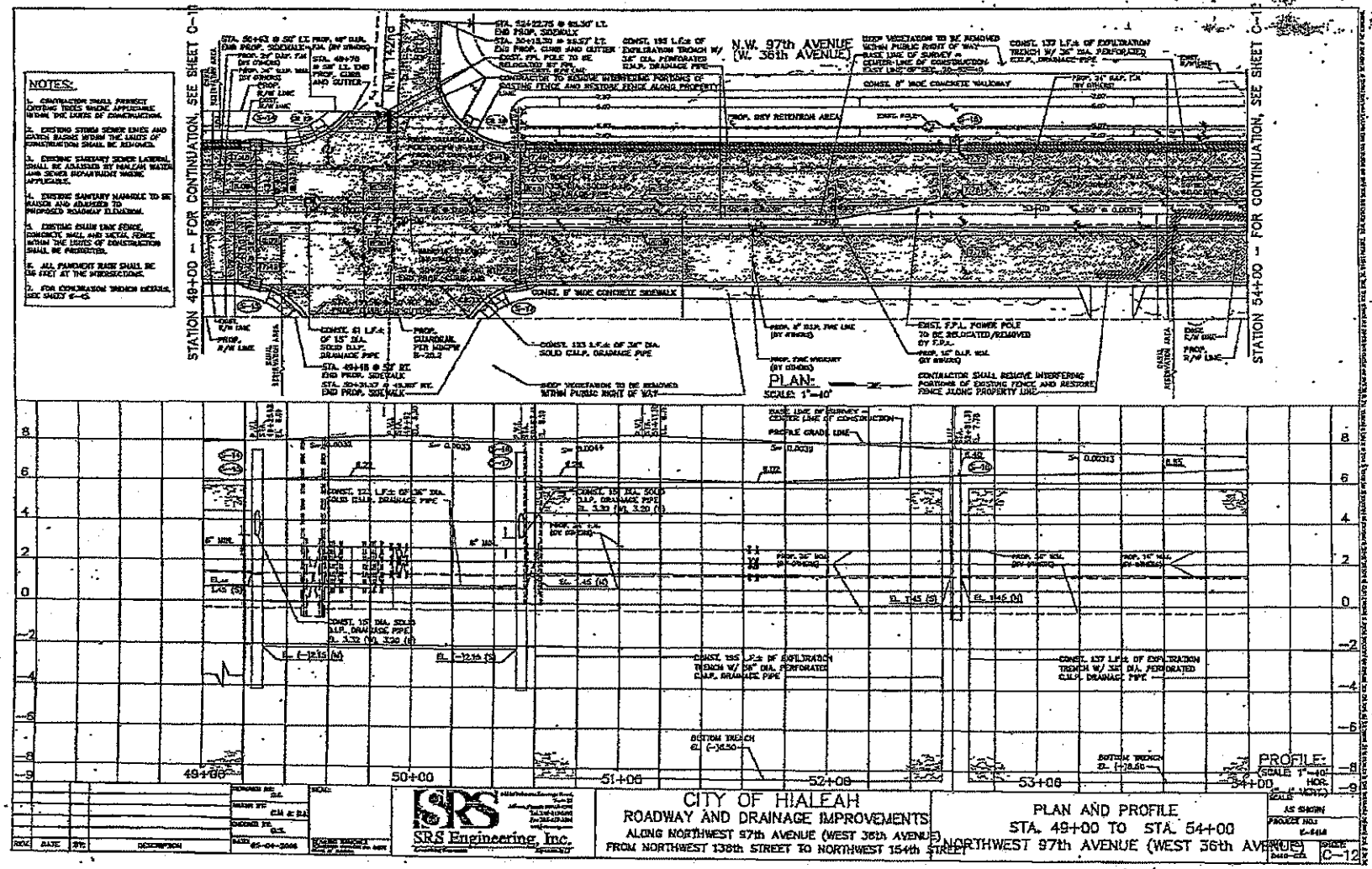
DESIGNED BY: J.L.L.
DRAWN BY: C.M. & D.L.
CHECKED BY: D.S.
DATE: 05-04-2006
SEAL:

SRS Engineering, Inc.

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


N.W. 97th AVENUE
STATION 40+00 - FOR CONTINUATION, SEE SHEET C-2.3
STATION 46+00 - FOR CONTINUATION, SEE SHEET C-2.5
41+00
42+00
43+00
44+00
45+00
PROFILE
SRS Engineering, Inc.
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)
N.W. 97th AVENUE
C-2.4



SRS Engineering, Inc.

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)

SHEET C-12

39

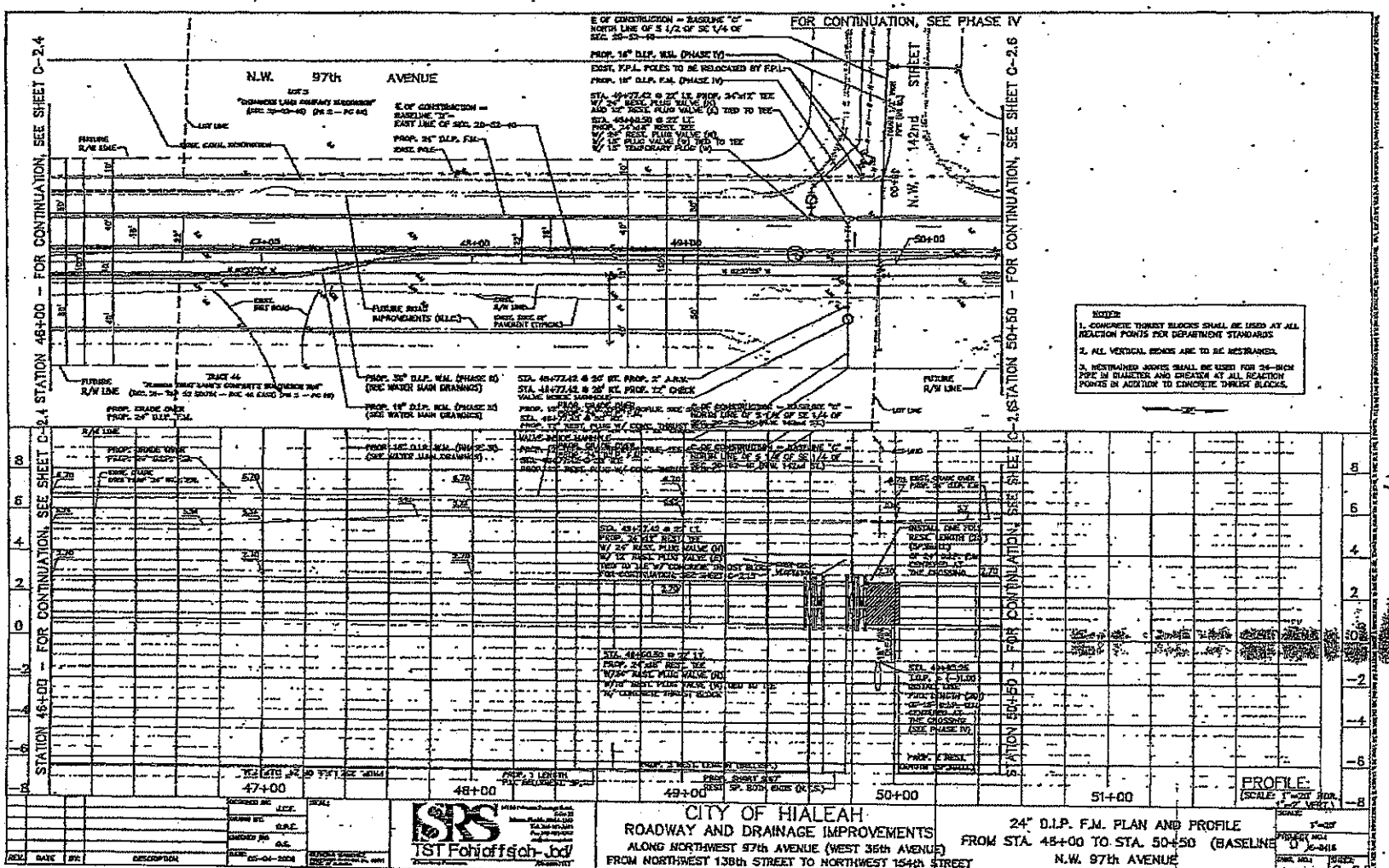

FOR CONTINUATION, SEE PHASE IV
N.W. 97th AVENUE
N.W. 142nd STREET
STATION 46+00 — FOR CONTINUATION, SEE SHEET C-2.4
STATION 50+50 — FOR CONTINUATION, SEE SHEET C-2.6
NOTES:
1. CONCRETE THRUST BLOCKS SHALL BE USED AT ALL REACTION POINTS PER DEPARTMENT STANDARDS.
2. ALL VERTICAL BENDS ARE TO BE RESTRAINED.
3. RESTRAINED JOINTS SHALL BE USED FOR 24-INCH PIPE IN DIAMETER AND GREATER AT ALL REACTION POINTS IN ADDITION TO CONCRETE THRUST BLOCKS.
47+00
48+00
49+00
50+00
51+00
PROFILE
CITY OF HIALEAH
ROADWAY AND DRAINAGE IMPROVEMENTS
ALONG NORTHWEST 97th AVENUE (WEST 35th AVENUE)
FROM NORTHWEST 138th STREET TO NORTHWEST 154th STREET
24" D.I.P. F.M. PLAN AND PROFILE
FROM STA. 45+00 TO STA. 50+50 (BASELINE)
N.W. 97th AVENUE
C-2.5

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	Start Date	Completion Date
Stormwater Management	March 2013	December 2013
Water Distribution	September 2013	January 2014
Wastewater Collection	September 2013	January 2014
Roadway Improvements	January 2014	May 2014
Wetlands Mitigation	March 2013	December 2013

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	Costs:
Stormwater Management	$ 3,414,989
Water Distribution	$ 1,105,204
Wastewater Collection	$ 1,055,297
Roadway Improvements	$ 1,327,053
Wetlands Mitigation	$ 2,598,560
Total Estimated Costs:	**$9,501,103**

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:

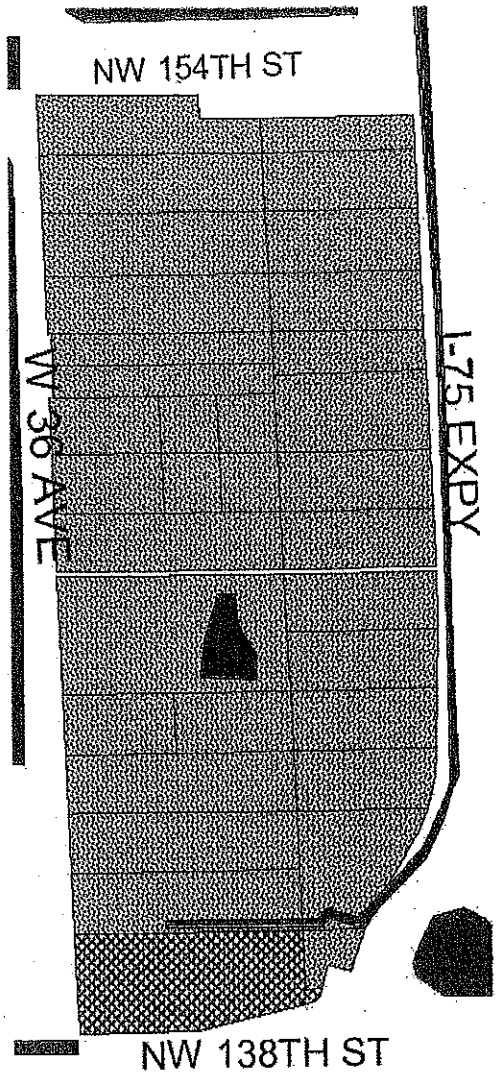
William M. Grodnick, City Attorney

s\wmg\legis\ord-2006\shomehomesrevisedsiteplan.doc

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

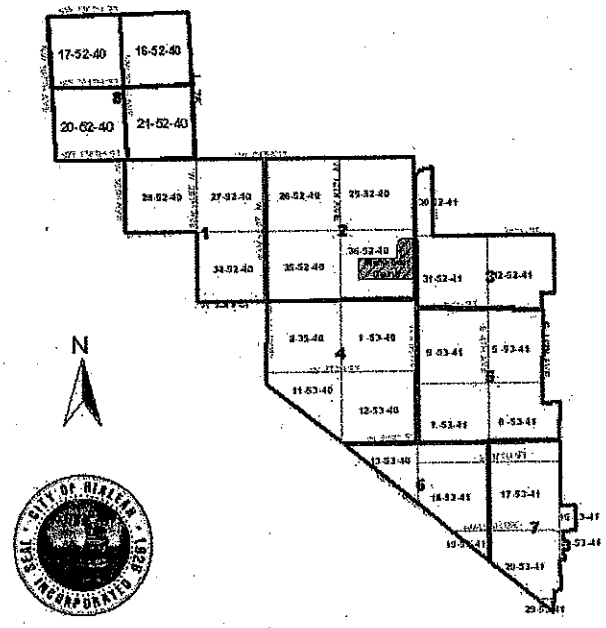
EXHIBIT 9

FUTURE LAND USE



FUTURE LAND USE PLAN

HIALEAH COMPREHENSIVE PLAN 2015
HIALEAH, FLORIDA



LEGEND

LOW MEDIUM DENSITY RESIDENTIAL (5 to 9 d.u./gross acre)

MAJOR INSTITUTIONS

SEC. 21 - Annexation

Source: Planning and Zoning Department
Edited by: O.R Date: January 2007

400 0 400 800 Feet

So

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 **Bellagio Community Development District** ("District"). The District comprises approximately 73.65 gross acres of land located within the City of Hialeah (the "City"), Miami-Dade County (the "County"), and State of Florida (the "State"). The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes 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."

1.2 Overview of the Bellagio Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Bellagio Community Development District. Bellagio Community Development District will encompass approximately 73.65 gross acres.

The Development plan for the proposed lands within the District includes the construction of approximately 501 residential units. All are authorized for inclusion within the District. A Community Development District ("CDD") 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 large, planned community developments. CDDs 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, e.g., the county in which the CDD lies. A CDD does not have the 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 Bellagio CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the CDD.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly; is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) 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.

(c) 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.

(d) 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.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (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).

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

(g) 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.

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

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

It is unlikely the creation of the District will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 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 Bellagio Community Development District is a residential community designed for up to 501 residential units. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be 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, the County, and the City would be required to comply with the rule.

4.0 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.

4.1 Costs of 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 under 1,000 acres, therefore the County is the establishing entity under 190.005 (1) F.S. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general purpose government will be offset by the filing fee required under 190.005 (1), Florida Statutes. 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, Florida Statutes, 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, which is within Miami-Dade County, Florida. The City and the County and their staff may process and analyze the petition, conduct public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. The cost to produce the record of the County hearing, the transcript of the hearing, and the ordinance adopted by the County will be offset by the filling fee required under 190.005(1) (b), F.S.

These costs to the City and to the County are modest for a number of reasons. First, 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, potential costs 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 County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County.

4.2 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 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 or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 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 roadway improvements, stormwater management and water sewer system, and related incidental costs, which include earthworks and landscaping, as described in Table 1, will be funded by the District.

Table 1. Bellagio Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Stormwater Management	**CDD**	**City/CDD**	**City/CDD**
Water Distribution	**CDD**	**City**	**City**
Waste Water Collection	**CDD**	**City**	**City**
Roadway Improvements	**CDD**	**HOA/CDD**	**HOA/CDD**
Wetland Mitigation	**CDD**	**CDD**	**CDD**

Key: CDD=Community Development District, City=City of Hialeah, O&M=Operations and Maintenance, and HOA=Homeowners Association.

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $9,501,103. The District may issue special assessments 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 as 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.

Furthermore, to locate in the District by new property owners 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.

A CDD provides property owners 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, 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 property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District 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 District 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	**$ 3,414,989**
Water Distribution	**$ 1,105,204**
Wastewater Collection	**$ 1,055,297**
Roadway Improvements	**$ 1,327,053**
Wetland Mitigation	**$ 2,598,560**
Total Projected Costs of Improvements	**$ 9,501,103**

6.0 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, Florida Statutes.

There will be no 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 all of its contracts. This affords small businesses the opportunity to bid on District work.

The County has an estimated population that is greater than 75,000 according to the 2010 U.S Census. Therefore the County is not defined as a "small county" according to Section 120.52 (19), Florida Statutes.

7.0 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.

8.0 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.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

Prepared by:
Governmental Management Services - South Florida, LLC
October, 2012 (Revised February 26, 2013)

EXHIBIT 11

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

William M. Grodnick
City Attorney

Telephone:
(305) 883-5854

Telecopier:
(305) 883-5896

City of Hialeah

Assistant City Attorneys

Lorena E. Bravo
Karen H. Callejo
Alan E. Krueger
Robert Lloyd-Still
Melissa Negron
Marbelys Rubio

November 5, 2012

Re: Confirmation of Hialeah, Fla., Resolution 07-95

To Whom it May Concern:

Effective August 19, 2007, the City of Hialeah adopted Hialeah, Fla. Resolution 07-95 (Aug. 19, 2007) expressing support for the creation of the Bellagio Community Development District. This Resolution remains valid. Accordingly, the City continues to support the creation of this Community Development District as part of the proposed Bellagio development that has been recently submitted to the City for administrative review.

Please do not hesitate to contact me with any further questions.

Sincerely,

William Grodnick
William M. Grodnick
City Attorney

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:

Rafael E. Granado, City Clerk

Approved on this 19 day of August, 2007.

Mayor Julio Robaina

Approved as to form and legal sufficiency:

William M. Grodnick, City Attorney

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

ADDENDUM TO PETITON TO ESTABLISH

BELLAGIO COMMUNITY DEVELOPMENT DISTRICT

Petitioner, BELLAGIO LENNAR, LLC, a Florida limited liability company ("Petitioner"), hereby submits this Addendum to the Petition dated November 13, 2012, to Establish the Bellagio Community Development District ("CDD") in Miami-Dade County, Florida and states as follows:

Responsibility for Landscape Maintenance in the Public-Right-of-Way: The maintenance of improved swales and medians in the public Rights-of-Way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by this CDD including but not limited to; irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event this CDD is dissolved or becomes defunct and fails to provide maintenance services within the public Rights-of-Way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services

[Remainder of page intentionally left blank]

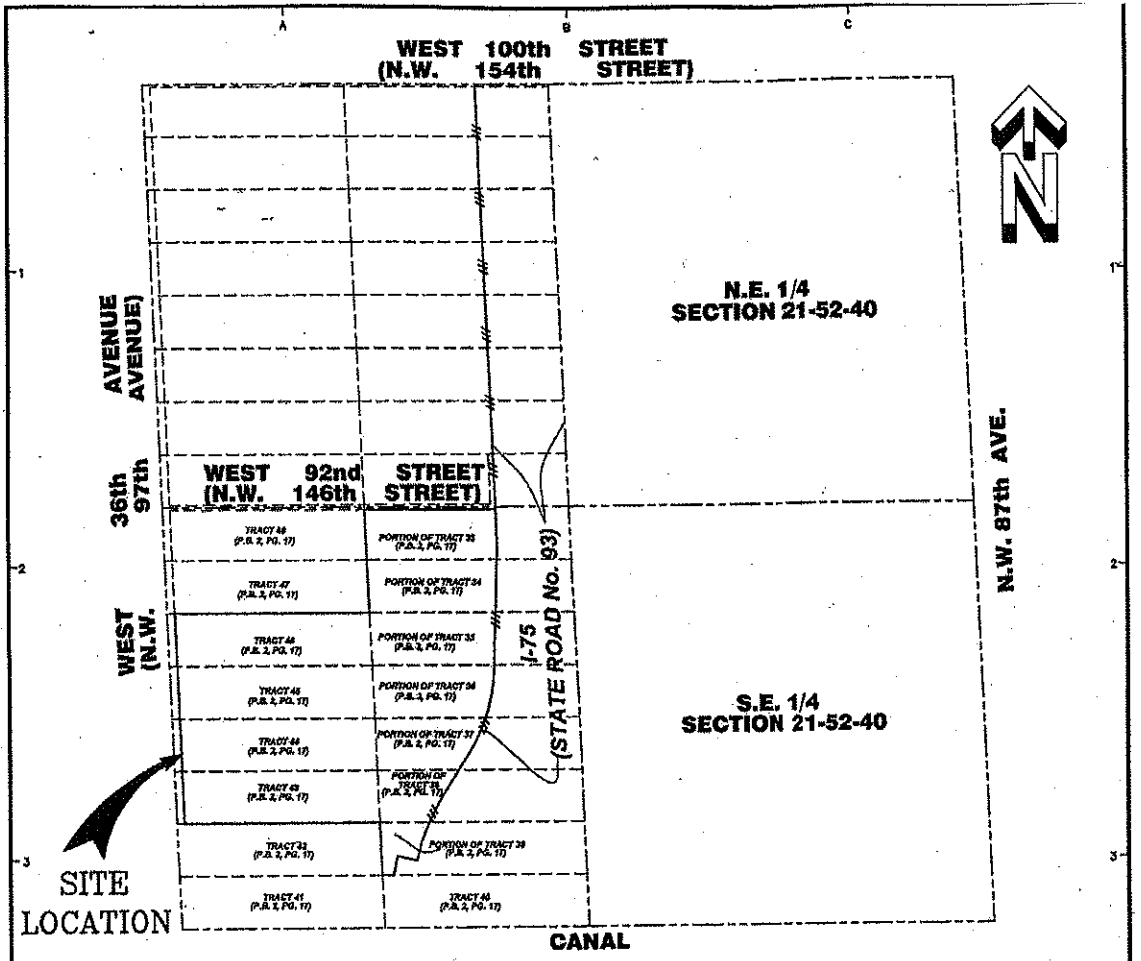
Respectfully submitted this 13th day of November, 2012.

BELLAGIO LENNAR, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, as Managing Member

By: _____
Print: Carlos Gonzalez
Title: Manager

66



LOCATION MAP
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST
HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -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.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North Arrow direction and Bearings shown hereon are based on Township 52 South, assumed value of N02°37'55"W along the West Line of Southwest 1/4 of Section 21, Township 52 South, Range 40 East, as shown hereon.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

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 SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly Chapter 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557
Date: NOVEMBER 20th, 2012.

Ricardo Rodriguez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No.5936

BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
ENG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000
SHEET:	1 OF 3 SHEETS

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LEGAL DESCRIPTION:

A Portion of Tracts 33, 34, 35, 36, 37, 38, 39, 43, 44, 45 and 46 of "Florida Fruit Lands Company's Subdivision No. 1", in the Southwest 1/4 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, the entire parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence South 02°37'55" East on the West Line of said Southwest 1/4 for 660.25 feet; thence North 89°37'04" East 50.04 feet to the POINT OF BEGINNING; thence continue North 89°37'04" East on the North Line of said Tract 46 for 1269.03 feet to the Northeast corner of said Tract 46, also being the Southwest corner of said Tract 34; thence North 02°37'47" West on the West Line of said Tracts 34 and 33 for 660.41 feet to the Northwest corner of said Tract 33; thence North 89°36'40" East on the North Line of said Tract 33 for 847.15 feet to the Intersection with the Westerly Right-of-Way Limit of Interstate 75; thence on said Westerly Right-of-Way Limit, the following 5 courses and distances: 1) South 02°35'43" East 243.52 feet; 2) South 01°52'16" West 768.10 feet to a point on the arc of a circular curve, concave Northwesterly, the Radius point of which bears North 88°35'43" West; 3) Southwesterly on the arc of said curve, with a Radius of 1,035.92 feet and a Central Angle of 31°00'00" for an arc distance of 560.49 feet to a Point of Tangency; 4) South 32°24'17" West 316.11 feet to a point of curvature of a circular curve, concave Southeasterly; 5) Southwesterly on the arc of said curve, with a Radius of 1,315.92 feet and a Central Angle of 19°41'38" for an arc distance of 452.31 feet; thence North 77°18'30" West 130.38 feet; thence South 10°52'39" West 121.85 feet to the Intersection with the South Line of said Tract 39; thence South 89°38'06" West on said South Line 74.40 feet to the Southwest corner of said Tract 39; thence North 02°37'47" West on the West Line of said Tract 39 for 330.20 feet to the Northwest corner of said Tract 39, also being the Southeast corner of said Tract 43; thence South 89°37'54" West on the South Line of said Tract 43 for 1,268.99 feet to the Intersection with a Line lying 50.00 feet East of and parallel with the West Line of said Section 21; thence North 02°37'55" West on said parallel Line 1320.51 feet to the POINT OF BEGINNING. Less the North 15.00 feet of Tract 33.

Said lands situate, lying and being in the City of Hialeah, Miami-Dade County Florida and containing 3,158,326 square feet (72.22 Acres), more or less.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
10'U.E. - 10 FEET UTILITY EASEMENT

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BELLAGIO

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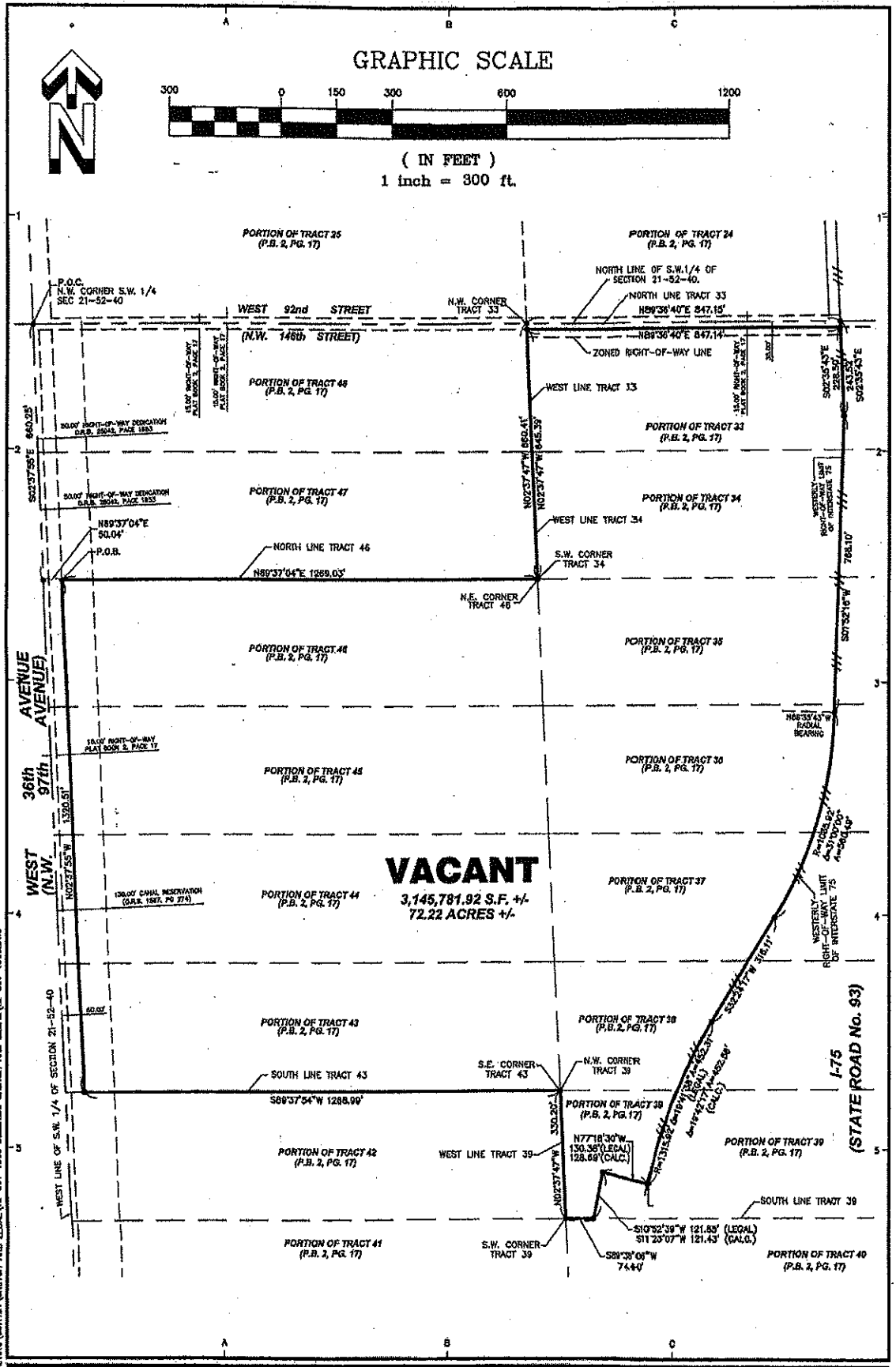
TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 2 OF 3 SHEETS



BELLAGIO

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DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH, LEGAL DESCRIPTION AND LEGEND.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
CHKD. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 3 OF 3 SHEETS

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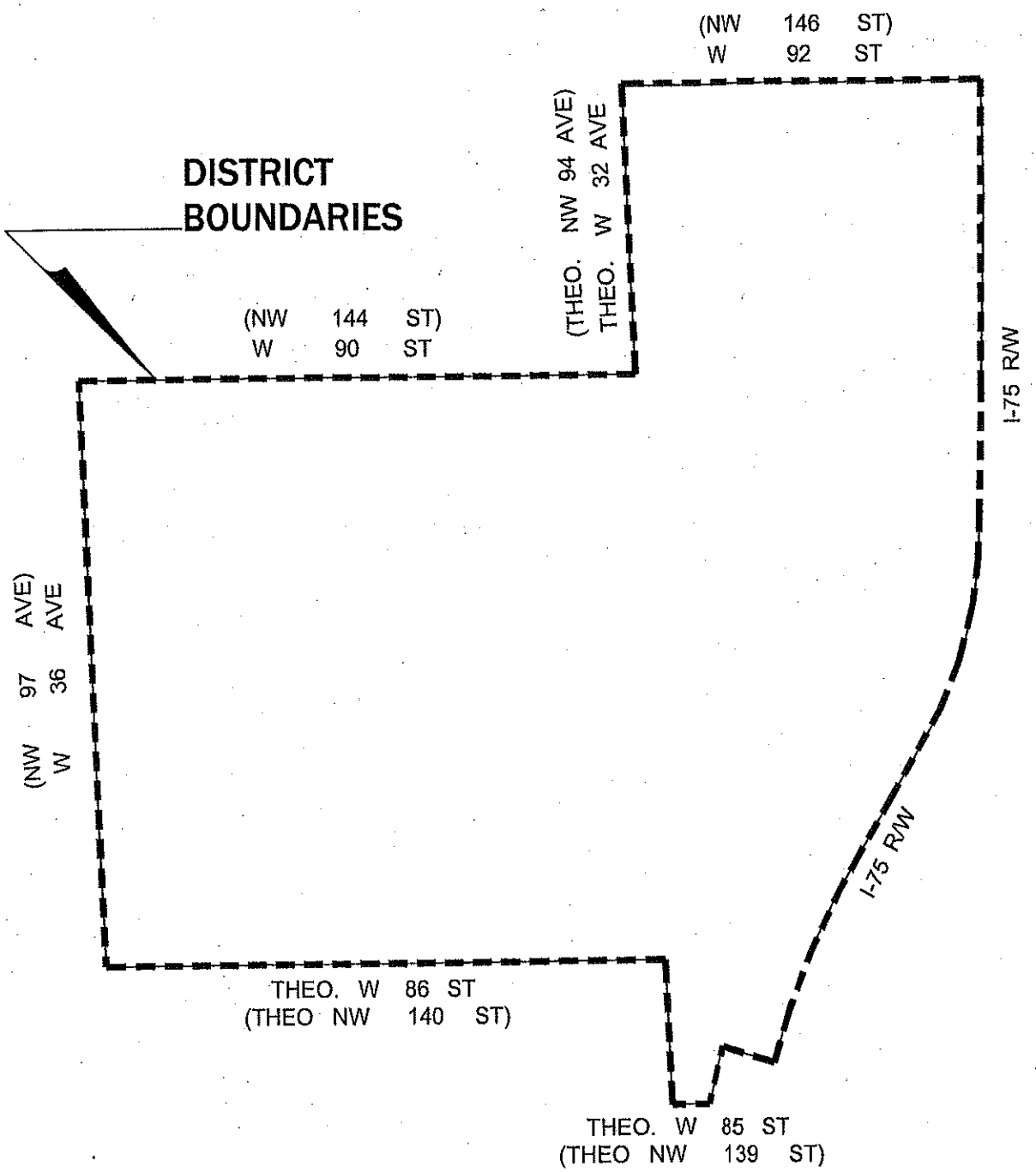
EXHIBIT C TO THE ORDINANCE



BELLAGIO

COMMUNITY DEVELOPMENT DISTRICT

N

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

This instrument was prepared by:	
Name: Address:	Gerald L. Knight, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 E. Las Olas Blvd, Sixth Floor Fort Lauderdale, Florida 33301
	(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in 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 5th day of April, 2013 ~~2012~~, and approved pursuant to Ordinance No. _____ enacted by the Board on _____, 20__ (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 $33,000 FOR A SINGLE FAMILY UNIT AND $27,000 FOR A TOWNHOME. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $15,244 FOR A SINGLE FAMILY UNIT AND $12,472 FOR A TOWNHOUSE, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,100 FOR A SINGLE FAMILY UNIT AND $900 FOR A TOWNHOUSE 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 $33,000 FOR A SINGLE FAMILY UNIT AND $27,000 FOR A TOWNHOME. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $15,244 FOR A SINGLE FAMILY UNIT AND $12,472 FOR A TOWNHOUSE, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,100 FOR A SINGLE FAMILY UNIT AND $900 FOR A TOWNHOUSE 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 $33,000 FOR A SINGLE FAMILY UNIT AND $27,000 FOR A TOWNHOME. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $15,244 FOR A SINGLE FAMILY UNIT AND $12,472 FOR A TOWNHOUSE, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,100 FOR A SINGLE FAMILY UNIT AND $900 FOR A TOWNHOUSE 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 13th day of November, 2012.

OWNER:

BELLAGIO LENNAR, LLC, a Florida limited liability company
By: Lennar Homes, LLC, a Florida limited liability company, as Managing Member

By: _____
Name: Carlos Gonzalez
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Carlos Gonzalez, the V.P of Lennar Homes, LLC, the Managing Member of Bellagio Lennar, LLC, a Florida limited liability company, this 13th day of NOV, 2012, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: Alma Briceno
My commission expires: FEB. 28, 2012

ALMA Y. BRICENO
MY COMMISSION # EE 172257
EXPIRES: February 28, 2016
Bonded Thru Notary Public Underwriters

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	$1,100	$143	$1,243
Townhouse	$900	$143	$1,043

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	$11.92	$0	$92
Townhouse	$11.92	$0	$75

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	$15,244	$33,000
Townhouse	$12,472	$27,000

_____ _____ 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 **$1,100** for a single family unit (approximately **$92** per month) and **$900** for a townhouse (approximately **$75** 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 **$33,000** for a single family unit and **$27,000** for a townhouse.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **$143** 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:

_____

Print Name: _____

Date: _____

PURCHASER:

_____

Print Name: _____

Date: _____

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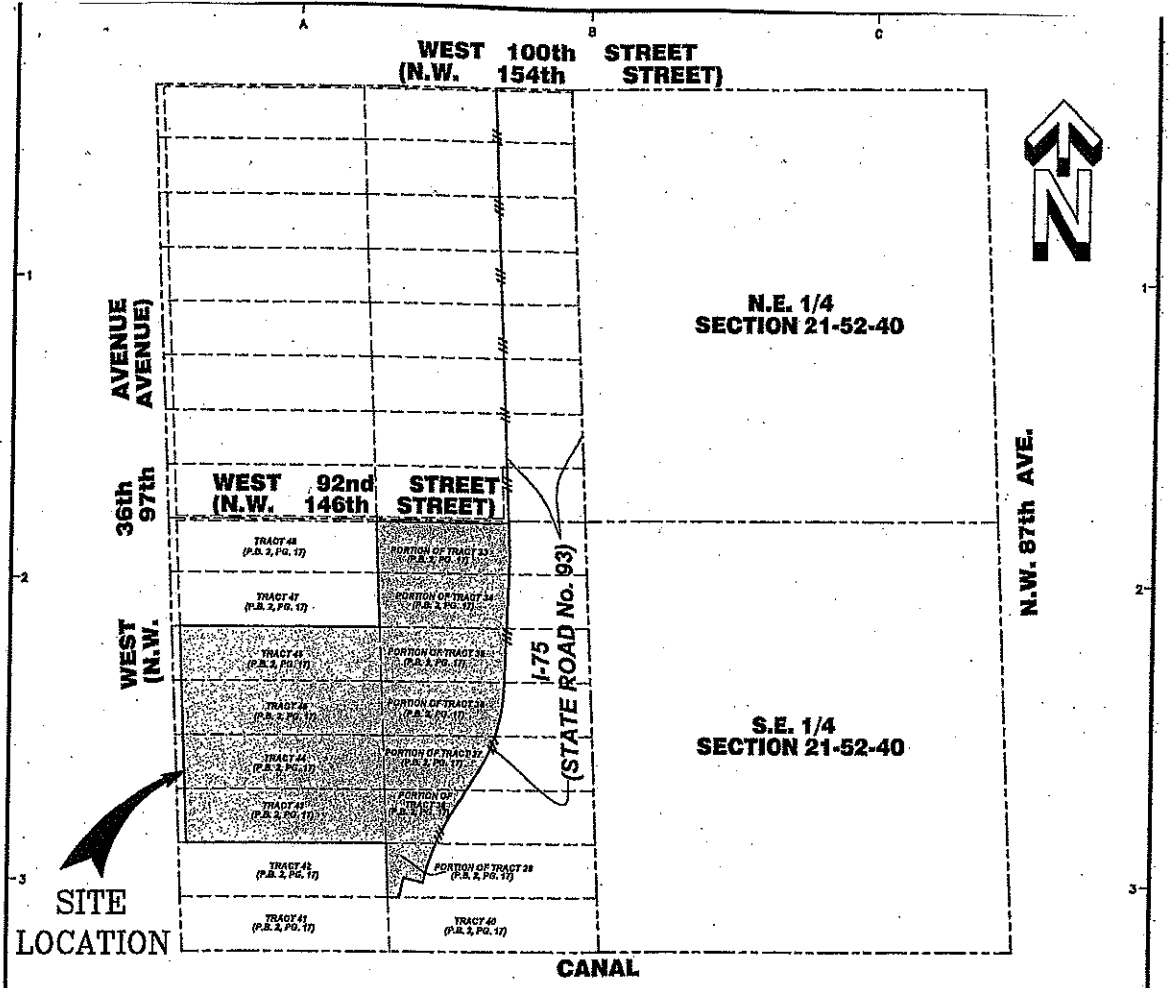
Exhibit A

LEGAL DESCRIPTION



LOCATION MAP
SECTION 21, TOWNSHIP 52 SOUTH, RANGE 40 EAST
HIALEAH, MIAMI-DADE COUNTY, FLORIDA.
(NOT TO SCALE)

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -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.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North Arrow direction and Bearings shown hereon are based on Township 52 South, assumed value of N02°37'55"W along the West Line of Southwest 1/4 of Section 21, Township 52 South, Range 40 East, as shown hereon.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

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 SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly Chapter 61G17-6), Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. L.B. 6557
Date: NOVEMBER 20th, 2012.

Ricardo Rodriguez, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No.5936

BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES.		
PREPARED FOR:	BELLAGIO LENNAR LLC		
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.	SHEET:	1
DWG. CHECKED BY:	SCALE: AS SHOWN		OF 3 SHEETS
CHECKED BY:	PROJECT No: 12-091-1000		

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LEGAL DESCRIPTION:

A Portion of Tracts 33, 34, 35, 36, 37, 38, 39, 43, 44, 45 and 46 of "Florida Fruit Lands Company's Subdivision No. 1", in the Southwest 1/4 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, the entire parcel being more particularly described as follows:

Commence at the Northwest corner of said Southwest 1/4; thence South 02°37'55" East on the West Line of said Southwest 1/4 for 660.25 feet; thence North 89°37'04" East 50.04 feet to the POINT OF BEGINNING; thence continue North 89°37'04" East on the North Line of said Tract 46 for 1269.03 feet to the Northeast corner of said Tract 46, also being the Southwest corner of said Tract 34; thence North 02°37'47" West on the West Line of said Tracts 34 and 33 for 660.41 feet to the Northwest corner of said Tract 33; thence North 89°36'40" East on the North Line of said Tract 33 for 847.15 feet to the Intersection with the Westerly Right-of-Way Limit of Interstate 75; thence on said Westerly Right-of-Way Limit, the following 5 courses and distances: 1) South 02°35'43" East 243.52 feet; 2) South 01°52'16" West 768.10 feet to a point on the arc of a circular curve, concave Northwesterly, the Radius point of which bears North 88°35'43" West; 3) Southwesterly on the arc of said curve, with a Radius of 1,035.92 feet and a Central Angle of 31°00'00" for an arc distance of 560.49 feet to a Point of Tangency; 4) South 32°24'17" West 316.11 feet to a point of curvature of a circular curve, concave Southeasterly; 5) Southwesterly on the arc of said curve, with a Radius of 1,315.92 feet and a Central Angle of 19°41'38" for an arc distance of 452.31 feet; thence North 77°18'30" West 130.38 feet; thence South 10°52'39" West 121.85 feet to the Intersection with the South Line of said Tract 39; thence South 89°38'06" West on said South Line 74.40 feet to the Southwest corner of said Tract 39; thence North 02°37'47" West on the West Line of said Tract 39 for 330.20 feet to the Northwest corner of said Tract 39, also being the Southeast corner of said Tract 43; thence South 89°37'54" West on the South Line of said Tract 43 for 1,268.99 feet to the Intersection with a Line lying 50.00 feet East of and parallel with the West Line of said Section 21; thence North 02°37'55" West on said parallel Line 1320.51 feet to the POINT OF BEGINNING. Less the North 15.00 feet of Tract 33.

Said lands situate, lying and being in the City of Hialeah, Miami-Dade County Florida and containing 3,158,326 square feet (72.22 Acres), more or less.

LEGEND

P.O.C. - POINT OF COMMENCE
P.O.B. - POINT OF BEGINNING
P.B. - PLAT BOOK
PG. - PAGE
10'U.E. - 10 FEET UTILITY EASEMENT

C:\FORD COMPANIES\ENGINEERING AND SURVEYING\SURVEY\SKETCH AND LEGAL\12-091-1000 BELLAGIO SKETCH AND LEGAL\12-091-1000.DWG

BELLAGIO

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PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000

SHEET: 2 OF 3 SHEETS

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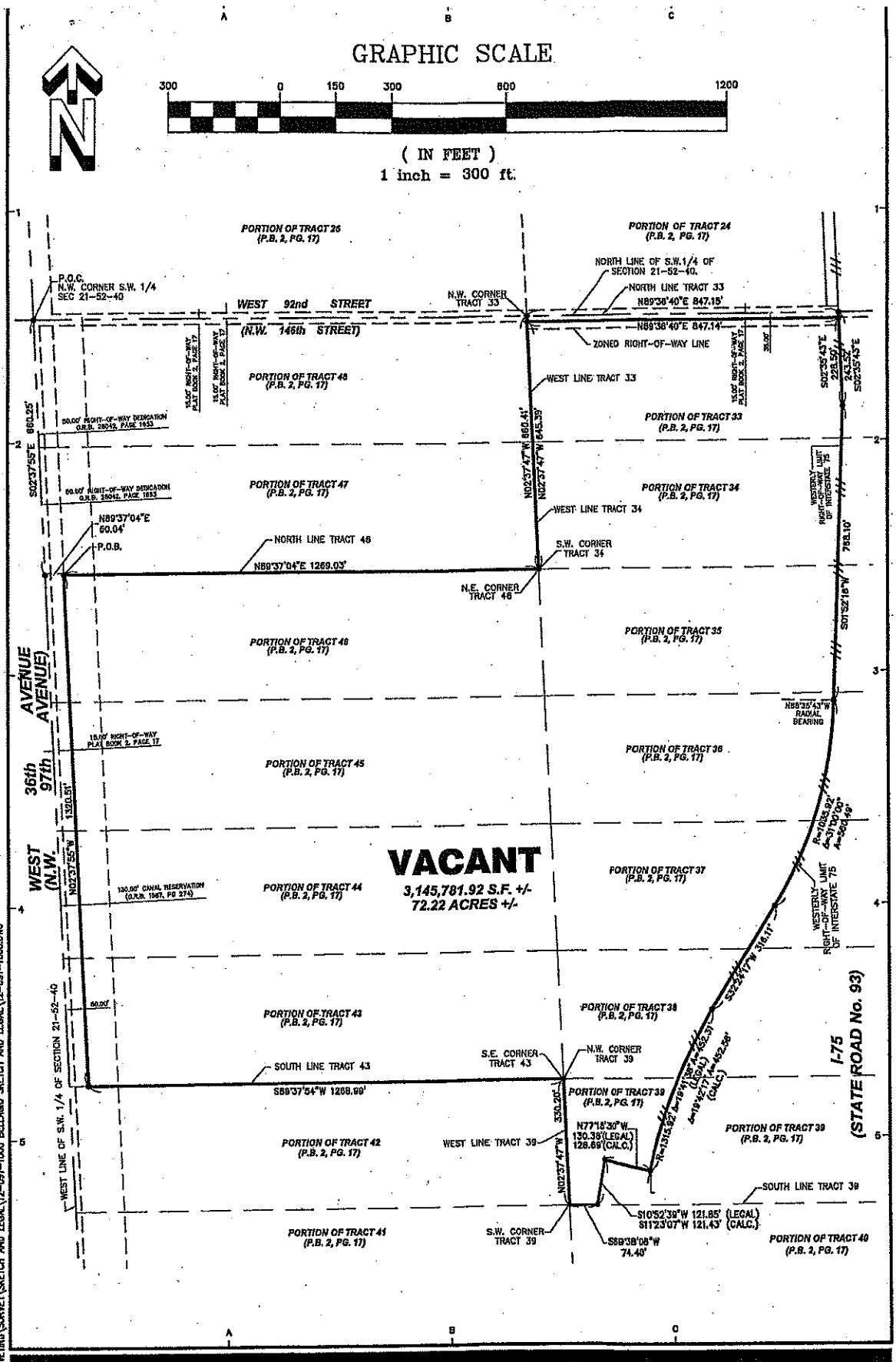

BELLAGIO

FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH, LEGAL DESCRIPTION AND LEGEND.
PREPARED FOR:	BELLAGIO LENNAR LLC
DRAWN BY: L.D./R.R.	DATE: NOVEMBER 20th, 2012.
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 12-091-1000
SHEET:	3 OF 3 SHEETS

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