# MEMORANDUM

Agenda Item No. 5(A)

**TO:** Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

**DATE:** June 7, 2016

**FROM:** Abigail Price-Williams
County Attorney

**SUBJECT:** Ordinance granting petition of Lennar Homes, LLC, for establishment of a Community Development District; creating and establishing Centre Lake Community Development 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

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Vice Chairman Esteban L. Bovo, Jr.

Abigail Price-Williams
County Attorney

APW/cp

# MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 7, 2016

FROM: Abigail Price-Williams
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

_____ Statement of social equity 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)

4-19-16

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF LENNAR HOMES, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING CENTRE LAKE COMMUNITY DEVELOPMENT 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 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**, Lennar Homes, LLC, a Florida limited liability company ("Petitioner") has submitted a petition ("Petition") for the establishment of the Centre Lake Community Development District ("District"); and

**WHEREAS**, a public hearing has been conducted by the 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 the community development services and facilities to the area that will be served by the District; and

**WHEREAS**, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; 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 lots or 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 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 Town of Miami Lakes, the Town is in a position to be well informed regarding the merits of this District; and

**WHEREAS**, the Town of Miami Lakes has consented to the creation of the District within the municipal boundaries subject to certain conditions that the Petitioner shall have to satisfy; and

**WHEREAS**, the Board of County Commissioners desires to establish the District; and

**WHEREAS**, based on the written consent of the Town of Miami lakes, the 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:**

**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 District over the real property described in the Petition attached hereto, which was filed by the Petitioner on February 11, 2016, 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 hereto and incorporated herein as Exhibit A.

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

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

Carmen R. Travieso

Maria Carolina Herrera

Indira Jimenez

Teresa Baluja

Yadira Monzon

**Section 5.** The name of the District shall be the "Centre Lake Community Development District."

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

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

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

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

**Section 10.** All bonds issued by the District pursuant to the powers granted by this Ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

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

**Section 12.** Notwithstanding any power granted to the 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, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

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

**Section 14.** This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the District, in connection with the petition submitted by the Petitioner and approved herein.

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

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

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

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency: APW

Prepared by: MJM

Michael J. Mastrucci

Prime Sponsor: Vice Chairman Esteban L. Bovo, Jr.

# "EXHIBIT A to the Ordinance"

PETITION TO CREATE CENTRE LAKE
COMMUNITY DEVELOPMENT DISTRICT

Dated: February 11, 2016

# PETITION TO ESTABLISH
# CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT

February, 2016

**PETITION TO ESTABLISH**
**CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Lennar Homes, 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 (the "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, which has principal offices at 700 N.W. 107th Avenue, Suite 400, Miami, Florida 33172. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioners:

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 142.67 +/- gross acres. 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 Town of Miami Lakes, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

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 Town of Miami Lakes or Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owners Consent:** Attached hereto as **Exhibit 3** is documentation constituting written consent to the establishment of the District by the owner of the real property to be included in and serviced by the District.

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, are named in **Exhibit 4** attached hereto.

6. **District Name:** The proposed name of the District is Centre Lake Community Development District.

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.

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.

Petitioners intend that the District will finance (i) stormwater management system, (ii) water distribution system, (iii) wastewater collection system, (iv) off-site roadway improvements, and (v) perimeter landscaping. The stormwater management system will be owned and maintained by the District. The water distribution system and the wastewater collection will be owned and maintained by Miami-Dade County. The off-site roadway improvements will be owned and maintained by the Town of Miami Lakes or Miami-Dade County. The perimeter landscaping will be owned and maintained by the District.

shall be provided by District, 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 the District 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.

15. **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.

**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.

9. **Zoning Designation; Future Land Use:** The land within the District is zoned RM-13, "Low Density Residential". 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 Town of Miami Lakes Comprehensive Plan.

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.**

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

12. **Resolution of Support from the Town of Miami Lakes:** A Resolution of the Town of Miami Lakes Town Council supporting the establishment of the District is attached hereto as **Exhibit 11.** Owner agrees to restrictive covenants on the subject property as attached hereto as **Exhibit 12.**

13. **Disclosure Requirements:** Petitioners undertake on behalf of the District that Petitioners 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.

14. **Responsibility for Landscape Maintenance in the Public-Rights-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

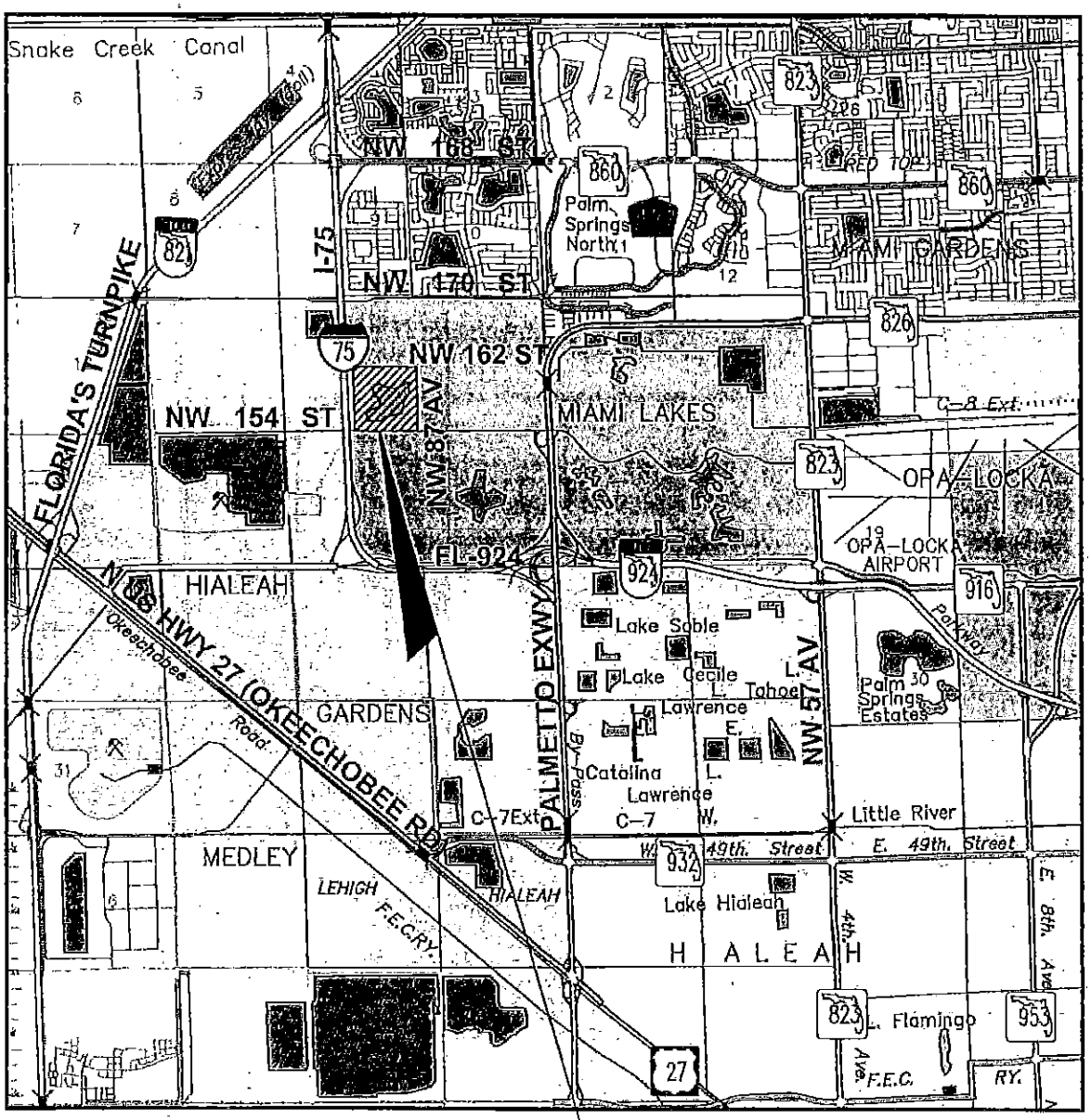
B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 4th day of February, 2016.

Lennar Homes, LLC

By: Greg McPherson

Title:




**LOCATION OF PROJECT**

**CITY OF MIAMI LAKES**
**MIAMI-DADE COUNTY**
**FLORIDA**

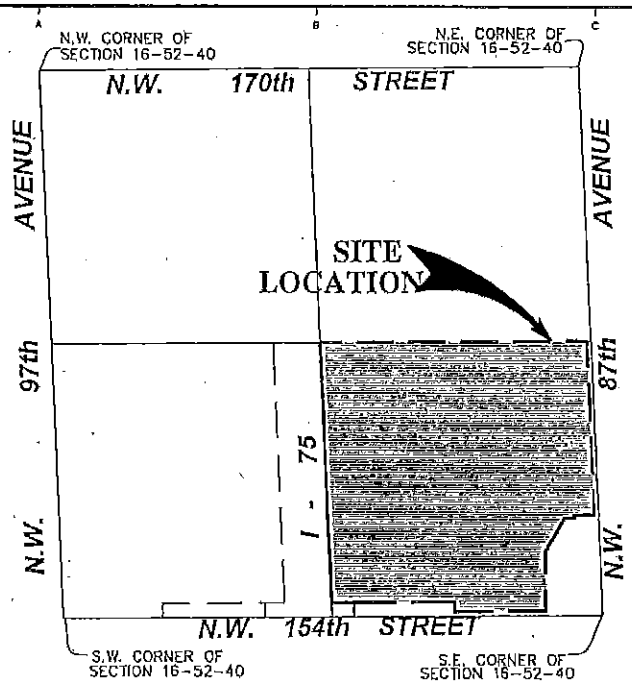
**ALVAREZ ENGINEERS, INC.**

CENTRE LAKE C.D.D.
**LOCATION MAP**

1 MILE

**EXHIBIT 2**

**METES AND BOUNDS DESCRIPTION**




LOCATION MAP

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 an assumed value of: N89°34'49"E along the South Line of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, 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 & Fernandez, Inc. L.B. 6557**

Date: January 27, 2016.

Revision 1:

Omar Armenteros, P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No.3679

# DUNWOODY LAKE (CENTRE LAKE CDD)

FORD, ARMENTEROS & FERNANDEZ, 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: | LENNAR HOMES, LLC | | |
| DRAWN BY: JAER | DATE: JANUARY 27, 2016 | SHEET: 1 of 4 SHEETS | |
| PWL CHECKED BY: | SCALE: AS SHOWN | | |
| CHECKED BY: | PROJECT No: 14-015-1000 | | |



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## LEGAL DESCRIPTION:

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

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|---|---|---|---|
| TYPE OF PROJECT: | SKETCH AND LEGAL DESCRIPTION | | |
| SHEET NAME: | LEGAL DESCRIPTION TO ACCOMPANY SKETCH | | |
| PREPARED FOR: | LENNAR HOMES, LLC | | |
| DRAWN BY: JAER | DATE: JANUARY 27, 2016 | SHEET: 2 of 4 SHEETS | |
| CKD. CHECKED BY: 27 2016 | SCALE: AS SHOWN | | |
| DESIGN BY: SHOWN | PROJECT No: 14-015-1000 | | |

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LEGAL DESCRIPTION:

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S89°34'49"W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N00°25'11"E for 50.00 feet to the Point of Beginning; thence S89°34'49"W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point; thence N00°25'11"W for 564.21 feet to a point; thence N29°56'58"E for 375.94 feet to a point; thence N87°24'00"E for 87.27 feet to a point; thence N02°36'00"W for 20.00 feet to a point; thence N87°24'00"E for 200.00 feet; thence S02°36'00"E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92°10'49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

Begin at the Center of said Section 16; thence S02°37'29"E along the West line of the S.E. 1/4 of said Section 16 and the East Right-of-Way line of state road No.93 (I-75), Section 87075 - 2402. Sheet 8 of 10, of the Public Records of Miami-Dade County, Florida, for a distance of 2501.81 feet; thence N89°34'49"E, along a line 140.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 1203.07 feet; thence S00°25'11"E, for a distance of 90.00 feet; thence N89°34'49"E, along a line 50.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 888.59 feet; thence N00°25'11"W for a distance of 564.21 feet; thence N29°56'58"E for a distance of 375.94 feet; thence N87°24'00"E for a distance of 87.27 feet; thence N02°36'00"W for a distance of 20.00 feet; thence N87°24'00"E for a distance of 200.00 feet; thence N02°36'00"W, along a line 40.00 feet West of and parallel with the East line of the S.E. 1/4 of said Section 16, for a distance of 1637.84 feet; thence S89°31'58"W, along the North line of the S.E. 1/4 of said Section 16, for a distance of 2600.60 feet to the Point of Beginning.

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| | | | |
|---|---|---|---|
| TYPE OF PROJECT: | SKETCH AND LEGAL DESCRIPTION | | |
| SHEET NAME: | LEGAL DESCRIPTION TO ACCOMPANY SKETCH | | |
| PREPARED FOR: | LENNAR HOMES, LLC | | |
| DRAWN BY: JAER | DATE: JANUARY 27, 2016 | SHEET: 3 | |
| CKD. CHECKED BY: | SCALE: AS SHOWN | | |
| CHECKED BY: | PROJECT No: 14-015-1000 | OF 4 SHEETS | |

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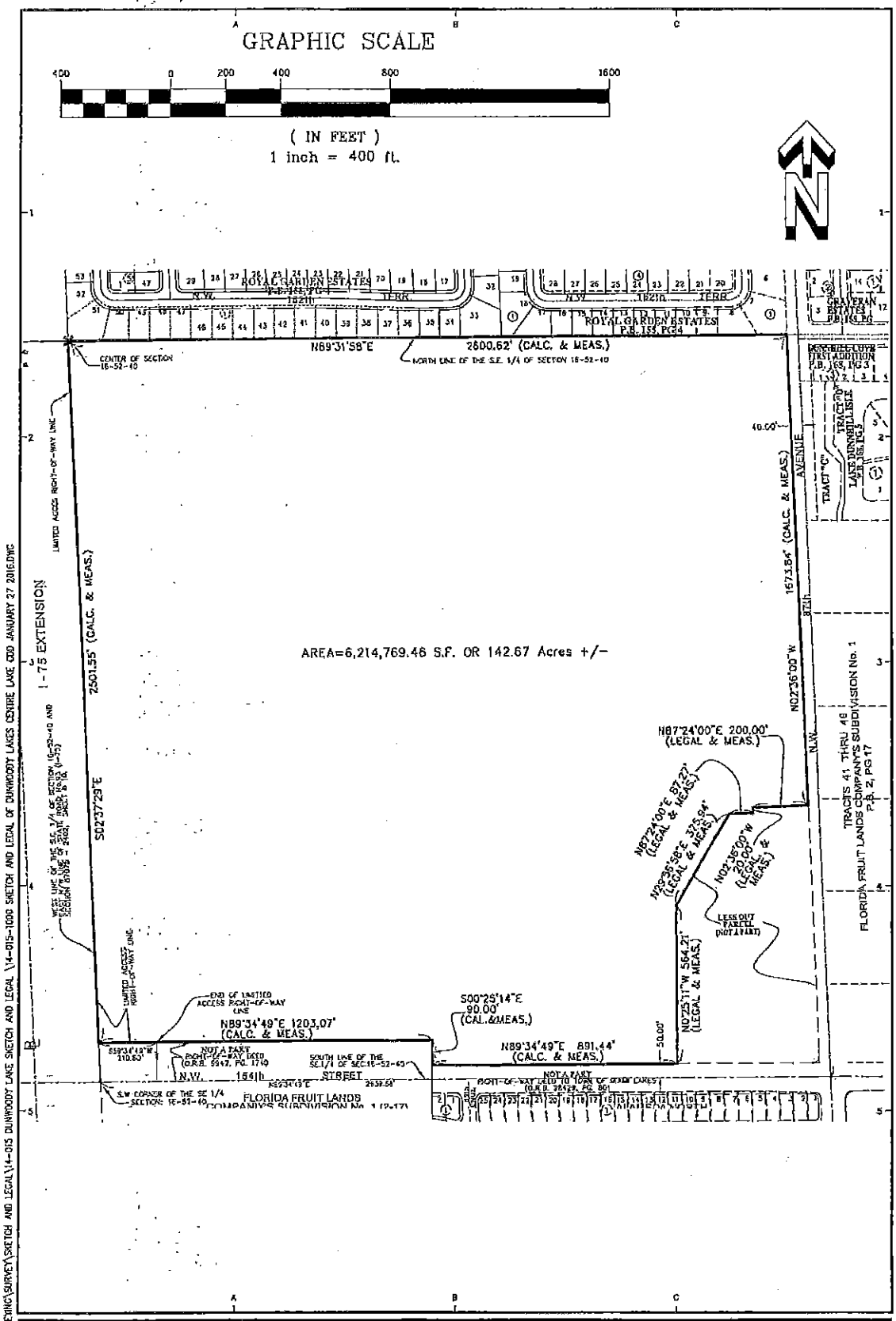


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| | | | |
|---|---|---|---|
| TYPE OF PROJECT: | SKETCH AND LEGAL DESCRIPTION | | |
| SHEET NAME: | SKETCH TO ACCOMPANY LEGAL DESCRIPTION | | |
| PREPARED FOR: | LENNAR HOMES, LLC | | |
| DRAWN BY: JAER | DATE: JANUARY 27, 2016 | SHEET: | 4 |
| DWG. CHECKED BY: | SCALE: AS SHOWN | | |
| CHECKED BY: | PROJECT No: 14-015-1000 | | OF 4 SHEETS |

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**EXHIBIT 3**

**AFFIDAVIT OF OWNERSHIP AND CONSENT**
**CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 4th day of February, 2016, personally appeared before me, Greg McPherson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the VP of Lennar Homes, 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 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 Centre Lake 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.

Lennar Homes, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: VP

STATE OF FLORIDA )
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 4th day of February 2016, by Greg McPherson. He is personally known to me [ ] or produced _____ as identification.

OLGA HERNANDEZ
Notary Public - State of Florida
Commission # FF 199037
My Comm. Expires Feb 12, 2019

Olga Hernandez
Notary Public

Olga Hernandez
Typed, printed or stamped name of Notary Public

(00010320.DOC v.5)

**Exhibit "A" to Affidavit**

**Legal description of Property**

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S89°34'49"W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N00°25'11"E for 50.00 feet to the Point of Beginning; thence S89°34'49"W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point; thence N00°25'11"W for 564.21 feet to a point; thence N29°56'58"E for 375.94 feet to a point; thence N87°24'00"E for 87.27 feet to a point; thence N02°36'00"W for 20.00 feet to a point; thence N87°24'00"E for 200.00 feet; thence S02°36'00"E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16

S02°36'00"E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92°10'49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

Begin at the Center of said Section 16; thence S02°37'29"E along the West line of the S.E. 1/4 of said Section 16 and the East Right-of-Way line of state road No.93 (I-75), Section 87075 - 2402. Sheet 8 of 10, of the Public Records of Miami-Dade County, Florida, for a distance of 2501.81 feet; thence N89°34'49"E, along a line 140.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 1203.07 feet; thence S00°25'11"E, for a distance of 90.00 feet; thence N89°34'49"E, along a line 50.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 888.59 feet; thence N00°25'11"W for a distance of 564.21 feet; thence N29°56'58"E for a distance of 375.94 feet; thence N87°24'00"E for a distance of 87.27 feet; thence N02°36'00"W for a distance of 20.00 feet; thence N87°24'00"E for a distance of 200.00 feet; thence N02°36'00"W, along a line 40.00 feet West of and parallel with the East line of the S.E. 1/4 of said Section 16, for a distance of 1637.84 feet; thence S89°31'58"W, along the North line of the S.E. 1/4 of said Section 16, for a distance of 2600.60 feet to the Point of Beginning.

## EXHIBIT 4

### INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Carmen R. Travieso

Maria Carolina Herrera

Indira Jimenez

Teresa Baluja

Yadira Monzon

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

**Carmen R. Travieso**
Senior Accountant
SE Region at Lennar Homes
730 NW 107 Avenue, 3rd Floor
Miami, Florida 33172

**SUMMARY:**
Specialties:
Accounting

**Current Employment:**

**Lennar Homes, LLC**
Senior Accountant, Homebuilding Industry — 2013-Present

**Education:**

Florida Atlantic University, Masters of Accounting — Present

Florida International University, Masters of Business Administration — 2012

Florida International University, Bachelor of Accounting — 2009

**Maria 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

**Indira Jimenez**
Cost Accountant
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

**SUMMARY:**
Specialties:
Accounting
Business Administration
Finance

**Current Employment:**

**Lennar Homes**
Cost Accountant, Homebuilding Industry 2013-Present

**Education:**

Florida International University- Bachelors in Business Administration, Finance 2011

Miami Dade College-Associate in Arts, Business Admin 2004

Additional Information:

**Teresa Baluja**
HOA Manager for SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2080

**Current Employment:**

**Lennar Homes**

| | |
|---|---|
| Director of Property Management<br>Real Estate Industry, Property Management, Contracts | 2013 – Present |
| HOA Manager for SE Region<br>Real Estate Industry, Property Management, Contracts | 2007-2013 |

**Education:**

| | |
|---|---|
| FIU- Bachelors in Elementary Education | 2006 |
| CAM License | 2010 |

**Yadira Monzon**
21731 SW 99 CT Cutler Bay, FL 33190
Phone: 786-516-6647
E-mail: yadira5736@hotmail.com

## Education

Florida International University (FIU) — Miami, FL
Master of Business Administration — May 2014 - Present

Florida International University (FIU) — Miami, FL
Bachelor of Accounting — January 2011 - December 2013
Dean's List
GPA: 3.32

Miami Dade College (MDC) — Homestead, FL
Associate in Arts — May 2007 - Dec 2010
Accounting
GPA: 3.19

## Work Experience

Lennar Homes — Miami, FL
Property Manager — July 2013 - Present

- Oversee property managers
- Analyze advantages and disadvantages of alternative solutions to problems
- Develop and maintain an effective ongoing residents relations plan
- Ensure property improvement and other construction related projects are completed on time
- Budget to Actual Variance Analysis
- Prepare Homeowners Association Declarations

Advance America Cash Advance — Homestead, FL
Manager — Oct 2007- July 2013

- Increased the percentage of new customers and revenues
- Reduced Account Receivable
- Handled bank deposits
- Built solid relationship to increase productivity
- Interacted with customers on daily basis
- Recon ciliated daily reports
- Budgeted to Actual Variance Analysis
- Prepared individual tax returns

## Volunteer Experience

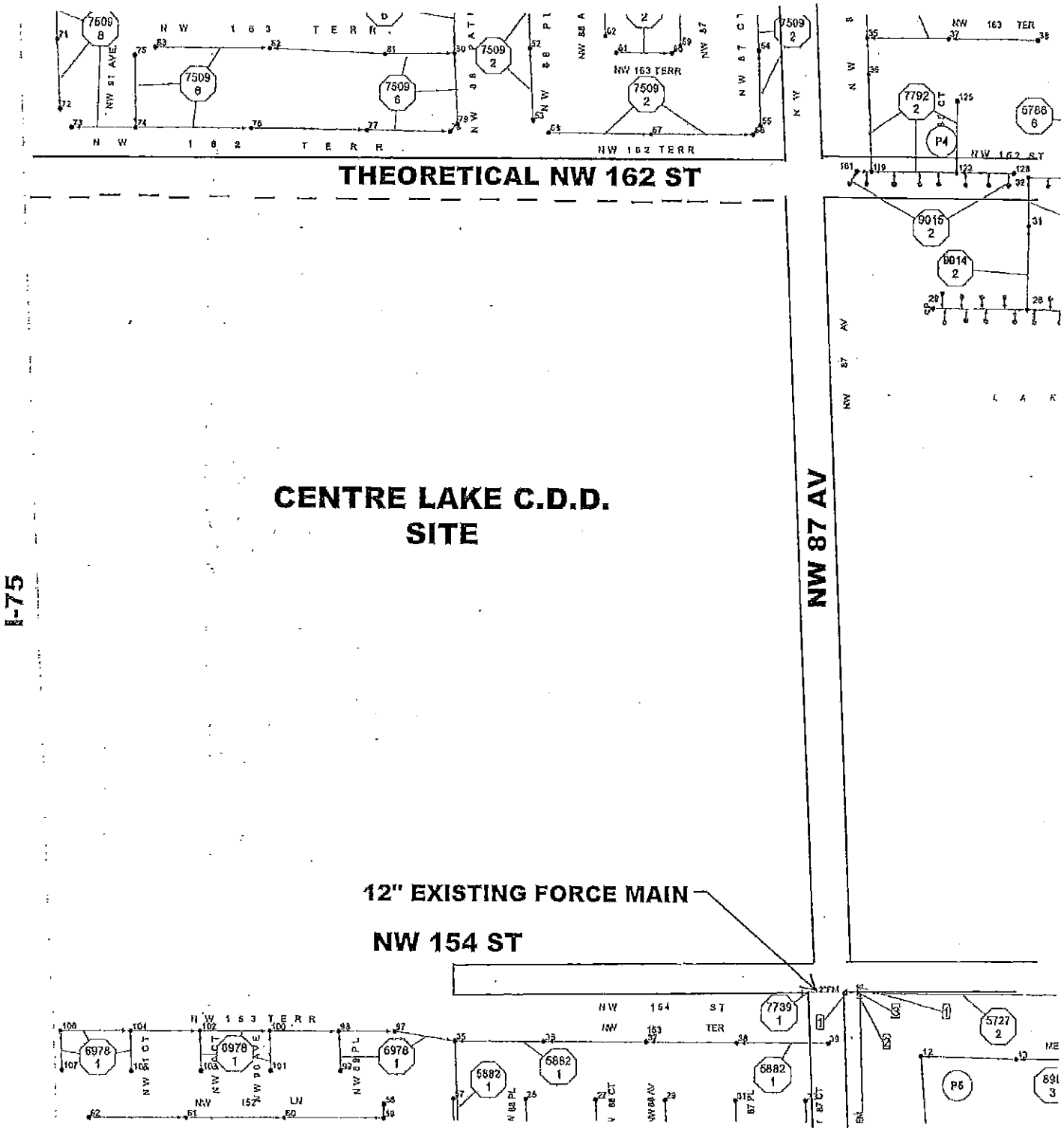
- Volunteer Income Tax Assistance and Tax Counseling for the Elderly (VITA/TCE) Program

## Other

Languages: Spanish and English (including technical financial terms). Excellent verbal and writing communication skills
Computer skills: Power Point, Microsoft Word, Access, and with advance knowledge in Excel
Software programs: Peachtree and QuickBooks knowledge

## EXHIBIT 5

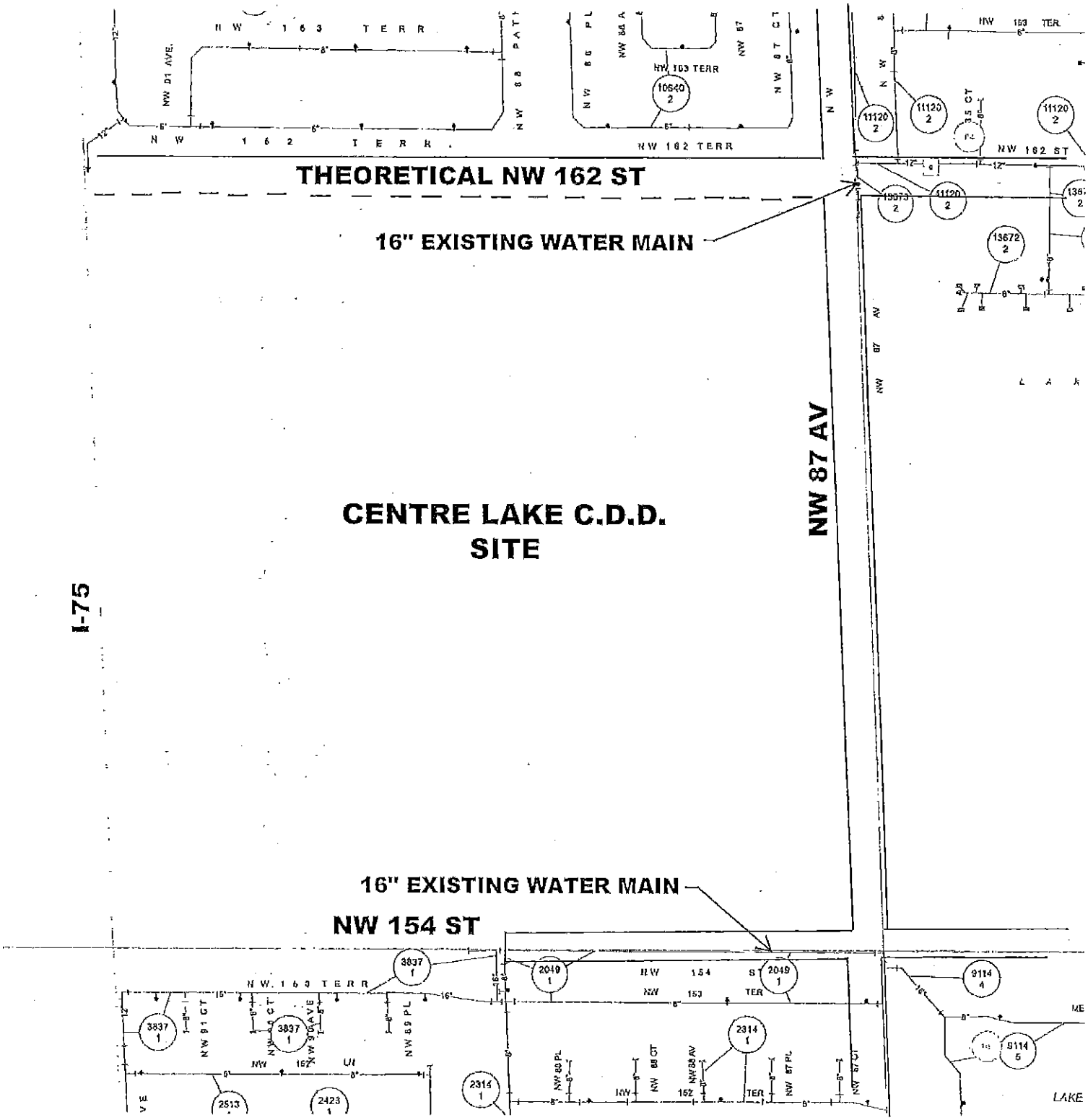
## MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS




**ALVAREZ ENGINEERS, INC**

CENTRE LAKE C.D.D.

**EXISTING SEWER MAINS**

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**ALVAREZ ENGINEERS, INC**

CENTRE LAKE C.D.D.

**EXISTING WATER MAINS**

35

## EXHIBIT 6

## PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

| | Start Date | Completion Date |
|---|---|---|
| Stormwater Management System | April, 2016 | November, 2016 |
| Water Distribution System | April, 2016 | November, 2016 |
| Wastewater Collection System | April, 2016 | November, 2016 |
| Offsite Roadway Improvements | October, 2016 | December, 2016 |
| Perimeter Landscaping | February, 2017 | June, 2017 |

## EXHIBIT 7

## ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

| | Costs: |
|---|---|
| Stormwater Management System | $2,085,900.00 |
| Water Distribution System | $1,628,502.00 |
| Wastewater Collection System | $3,891,626.24 |
| Off-Site Roadway Improvements | $2,941,982.18 |
| Perimeter Landscaping | $400,000.00 |
| **Total Estimated Costs:** | $10,948,010.42 |

**EXHIBIT 8**

**ZONING APPROVAL**

## ORDINANCE No. 02-26

**AN ORDINANCE OF THE TOWN OF MIAMI LAKES, FLORIDA PROVIDING RECITALS; PROVIDING FINDINGS; GRANTING THE REQUEST FOR A REZONING FROM AU TO RU-3M ON A 146.64± ACRE PARCEL LOCATED BETWEEN N.W. 154TH STREET AND 162ND STREET, WEST OF N.W. 87TH AVENUE; GRANTING THE REQUEST FOR A REZONING FROM AU TO BU-1A ON A 9.5± ACRE PARCEL LOCATED AT THE NORTHWEST CORNER OF N.W. 87TH AVENUE AND N.W. 154TH STREET; APPROVING THE SITE PLAN FOR A RESIDENTIAL DEVELOPMENT; APPROVING THE SITE PLAN FOR A COMMERCIAL DEVELOPMENT; PROVIDING FOR CONDITIONS; PROVIDING FOR VIOLATION OF CONDITIONS; PROVIDING FOR RECORDING; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE.**

WHEREAS, pursuant to Section 33-304 of the Code of the Town of Miami Lakes ("Town Code"), Lowell S. Dunn and Betty L. Dunn (the "Applicants") have applied to the Town Council of the Town of Miami Lakes ("Town Council") for rezoning from AU (Agricultural District) to RU-3M (Minimum Apartment House District) on the 146.64± acre parcel legally described in Exhibit "A" attached hereto and incorporated by reference herein (Application No.1); and

WHEREAS, pursuant to Section 33-304 of the Code, the Applicants have applied to the Town Council for rezoning from AU to BU-1A (Limited Business District) on property legally described in Exhibit "B" attached hereto and incorporated by reference herein (Application No. 2); and

WHEREAS, the Applicants have provided maps depicting the properties to be re-zoned attached as Exhibit "C" and incorporated by reference herein; and

WHEREAS, pursuant to Section 33-311 (C) of the Code, the Applicants have provided the Town Council with site plans to be approved in conjunction with Applications No.1 ("Site Plan No. 1") and No. 2 ("Site Plan No. 2"), attached as Exhibits "D" and "E" and incorporated by reference herein; and

WHEREAS, the Applicants have voluntarily proffered a Declaration of Restrictions to the Town Council in order to guarantee compliance with self-imposed limitations on the development of the foregoing properties, attached as Exhibit "F" and incorporated by reference herein; and

WHEREAS, the Town of Miami Lakes Council, has by Ordinance adopted two small scale amendments to the Town of Miami Lakes Comprehensive Development Master Plan ("CDMP") for portions of the properties subject to this Ordinance (*See* Town of Miami Lakes Ordinance No.02-25, incorporated by reference herein) (the "CDMP Amendments"); and

WHEREAS, the Town Council has been designated as the Local Planning Agency pursuant to Section 163.3174, Florida Statutes; and

WHEREAS, the Town Council acting in its capacity as the Local Planning Agency has reviewed Applications No.1, No.2 and Site Plans No.1 and No.2 in light of the CDMP Amendments and has determined that this Ordinance is consistent with the Town of Miami Lakes CDMP as amended; and

WHEREAS, the Town Council held a duly noticed first reading of this Ordinance on September 12, 2002, and held second reading of this Ordinance at a duly noticed quasi-judicial public hearing on September 24, 2002, continued to October 9, 2002;

WHEREAS, all interested persons have had the opportunity to be heard on the Applicant's requests.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, that:

Section 1. **Recitals**. The foregoing whereas clauses are hereby ratified and incorporated within this ordinance.

Section 2. **Findings.** The Town Council finds that Applications No.1 and No.2, and Site Plans No.1 and No.2 are "compatible" with the community as defined by Section 33-302(d) of the Town Code. The Town Council further finds that Site Plans No.1 and No. 2 have satisfied the site plan criteria of Section 33-207.2.2 of the Town Code.

Section 3. **Approval of Residential Rezoning**. The Town Council hereby approves Application No.1-- a rezoning of the property legally described in Exhibit A from AU (Agricultural Use) to RU-3M (Minimum Apartment House District) subject to the conditions set forth in Section 7 below.

Section 4. **Approval of Commercial Rezoning**. The Town Council hereby approves Application No.2--a rezoning of property legally described in Exhibit B, from AU (Agricultural Use) to BU-1A (Limited Business District) subject to the conditions set forth in Section 7 below.

Section 5. **Approval of Site Plan for Residential Development**. The Town Council approves Site Plan No.1--a site plan for residential development attached as Exhibit D, in concert with the approval granted in Section 3 of this Ordinance, and subject to the conditions set forth in Section 7 below.

Section 6. **Approval of Site Plan for Commercial Development.** The Town Council approves Site Plan No.2--a site plan for commercial development attached as Exhibit E, in concert with the approval granted in Section 4 of this Ordinance, and subject to the conditions set forth in Section 7 below.

Section 7. **Conditions**. The approvals granted by this Ordinance to the proposed Site Plans are subject to the Applicants' compliance with the following, to which the Applicant stipulated at the public hearing:

1. No building permits for more than 150 residential units and no certificates of occupancy, use or completion for this project will be issued unless and until NW 87th Avenue is fully constructed and operational as a four-lane median divided roadway adjacent to the properties described in Exhibits A and B, consistent with all Town and Miami-Dade County Public Works Department requirements for such improvements.

2. No building permits shall be issued unless 154th Street is fully constructed and operational as a four-lane roadway adjacent to the properties described in Exhibits A and B, and from approximately N.W. 84th Avenue (from the west end of the current four land section) to approximately 60 feet west of N.W. 89th Avenue, consistent with all Town and Miami-Dade County Public Works Department requirements for such improvements. Approval of the site plans are based upon the recording of the Declaration of Restrictions attached as Exhibit F.

3. Approval of the site plans and issuance of building permits is dependent upon the owner, his successors or assigns maintaining all concurrency levels of service for traffic and other public facilities for the project in the event that future studies are performed and demonstrate that concurrency requirements could not be met.

Section 8. **Violation of Conditions**. Failure to adhere to the terms and conditions of this ordinance shall be considered a violation of the Town Code and persons found violating the conditions shall be subject to the penalties prescribed by the Town Code, including but not limited to, the revocation of this ordinance. The Applicants understand and acknowledge that they must comply with all other applicable requirements of the Town before they may commence construction or operation, and this ordinance may be revoked by the Town Council at any time upon a determination that Applicants are in non-compliance with the Town Code.

Section 9. **Recording**. The Applicants shall be responsible for recording this ordinance in the Public Records of Miami-Dade County, Florida at their sole cost.

Section 10. **Severability**. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

Section 11. **Exclusion.** This Ordinance shall be excluded from the Town of Miami Lakes Code.

Section 12. **Effective Date.** This Ordinance shall become effective upon final approval by the State of Florida Department of Community Affairs of the CDMP Amendments adopted by the Town Council pursuant to Town of Miami Lakes Ordinance No.02-25, and after the expiration of any and all applicable appeal periods of the CDMP Amendments. This Ordinance shall not take effect in the event that an appeal of the CDMP Amendments is pending.

The foregoing Ordinance was offered by **Councilmember Collins**, who moved its adoption on first reading. The motion was seconded by **Mayor Slaton** and upon being put to a vote, the vote was as follows **(6-1)**:

| | |
|---|---|
| Councilmember Mary Collins | Yes |
| Councilmember Robert Meador, II | Yes |
| Councilmember Michael Pizzi | No |
| Councilmember Nancy Simon | Yes |
| Councilmember Peter Thomson | Yes |
| Vice Mayor Roberto Alonso | Yes |
| Mayor Wayne Slaton | Yes |

PASSED AND ADOPTED on first reading this **12th** day of **September**, 2002.

The foregoing Ordinance was offered by **Councilmember Collins**, who moved its adoption on second reading. The motion was seconded by **Councilmember Simon**, and upon being put to a vote, the vote was as follows **(5-2)**:

| | |
|---|---|
| Councilmember Mary Collins | Yes |
| Councilmember Robert Meador, II | No |
| Councilmember Michael Pizzi | No |
| Councilmember Nancy Simon | Yes |
| Councilmember Peter Thomson | Yes |
| Vice Mayor Roberto Alonso | Yes |
| Mayor Wayne Slaton | Yes |

PASSED AND ADOPTED on second reading this **9th** day of **October**, 2002.

Wayne Slaton
WAYNE SLATON, MAYOR

ATTEST:

BEATRIS M. ARGUELLES, CMC
TOWN CLERK

APPROVED AS TO FORM:

WEISS, SEROTA, HELFMAN, PASTORIZA & GUEDES, P.A.
TOWN ATTORNEY

# EXHIBIT A

## LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH RANG 40 EAST:

LESS BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89d34'49"E ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1441.84 FEET, THENCE N00d25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89d34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S02d37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.

LESS A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 146.70 ACRES MORE OR LESS.

rzres

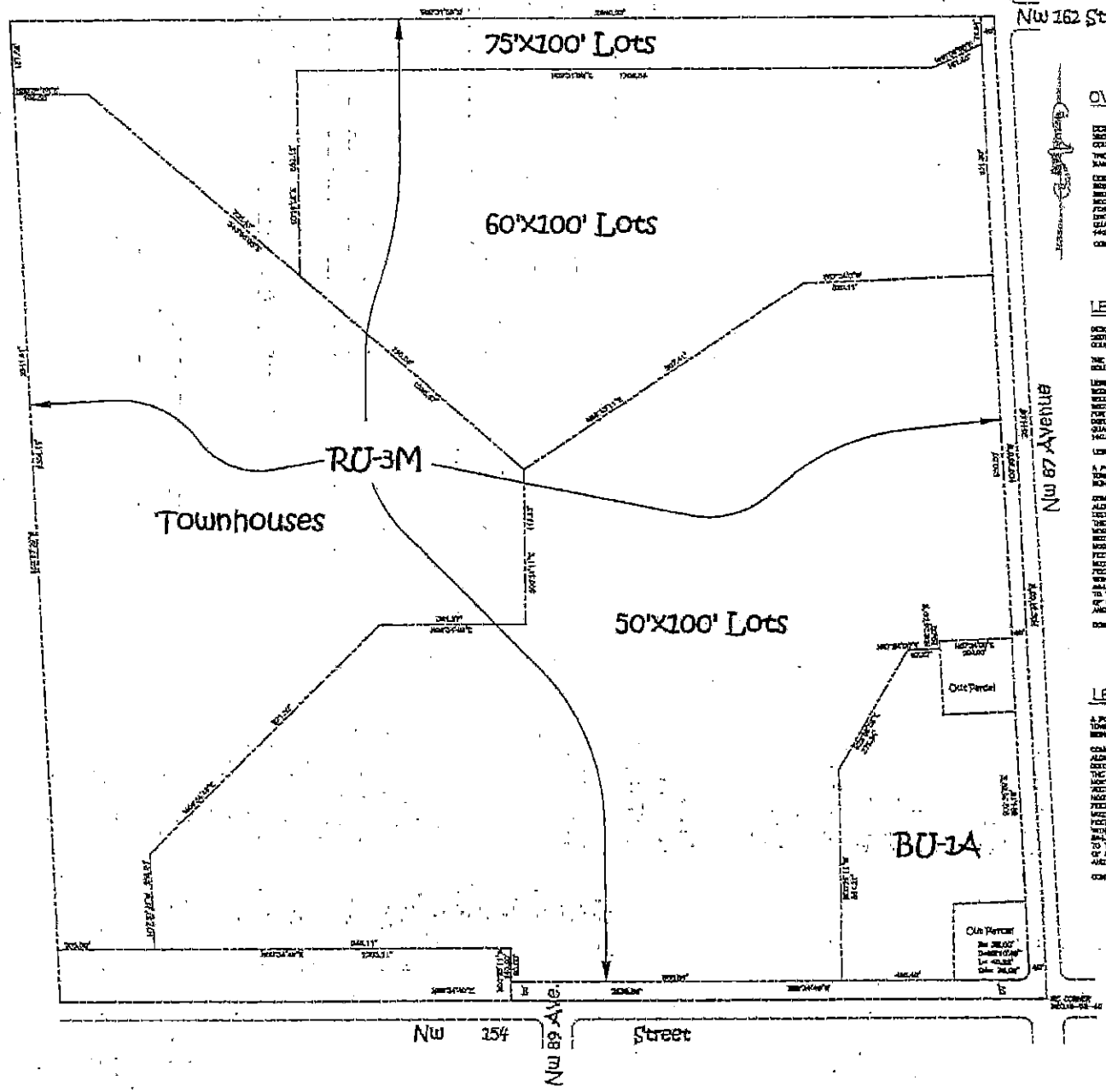
# EXHIBIT B

## LEGAL DESCRIPTION
## PROPOSED BU-1A

A PORTION OF LAND LYING AND BEING AT THE SE ¼OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W ALONG THE SOUTH LINE OF THE SE ¼OF SAID SECTION 16 FOR A DISTANCE 67.90 FEET TO A POINT; THENCE N00°25'11"E FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE S89°34'49"W ALONG A LINE 50 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼OF SAID SECTION 16 WITH A DISTANCE OF 485.40 FEET TO A POINT; THENCE N00°25'11"W FOR 564.21 FEET TO A POINT; THENCE N29°56'58"E FOR 375.94 FEET TO A POINT; THENCE N87°24'00"E FOR 87.27 FEET TO A POINT; THENCE N02°36'00"W FOR 20.00 FEET TO A POINT; THENCE N87°24'00"E FOR 200.00 FEET; THENCE S02°36'00"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼OF SECTION 16 WITH A DISTANCE OF 894.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 92°10'49", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.22 FEET AND A CHORD DISTANCE OF 36.02 FEET TO THE POINT OF BEGINNING. CONTAINING 9.50 ACRES MORE OR LESS.

rz

# EXHIBIT C




## OVERALL LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST.

LESS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89°54'24"W ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1341.94 FEET, THENCE N00°05'36"E FOR A DISTANCE OF 1400.00 FEET, THENCE S89°54'24"E FOR A DISTANCE OF 1340.03 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S00°07'36"E FOR A DISTANCE OF 1400.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 120.00 ACRES MORE OR LESS.

## LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST.

LESS:

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89°54'24"W ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1341.94 FEET, THENCE N00°05'36"E FOR A DISTANCE OF 24.00 FEET, THENCE N89°54'24"W FOR A DISTANCE OF 1320.00 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S00°07'36"E FOR A DISTANCE OF 1400.00 FEET TO THE POINT OF BEGINNING.

LESS:

A PORTION OF LAND LYING AND BEING IN THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°54'24"E ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 1320 FEET TO A POINT; THENCE N00°05'36"E FOR 1400 FEET TO THE POINT OF BEGINNING; THENCE N89°54'24"W ALONG A LINE 80 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 1340.00 FEET TO A POINT; THENCE N00°05'36"E FOR 24.00 FEET TO A POINT; THENCE N89°54'24"W FOR 1320.00 FEET TO A POINT; THENCE S00°07'36"E FOR 24.00 FEET TO A POINT; THENCE N89°54'24"W ALONG A LINE 56 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 1340.00 FEET TO A POINT; THENCE N00°05'36"E FOR 1400.00 FEET TO A POINT; THENCE S89°54'24"E FOR 1320.00 FEET TO A POINT; THENCE S00°07'36"E ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 1400.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.70 ACRES MORE OR LESS.

## LEGAL DESCRIPTION BU-1A PARCEL

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF SAID SECTION 16; THENCE S89°54'24"E ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE 1320.00 FEET TO A POINT; THENCE N00°05'36"E FOR 1400.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'36"E ALONG A LINE 80 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 WITH A DISTANCE OF 1340.00 FEET TO A POINT; THENCE N00°05'36"E FOR 24.00 FEET TO A POINT; THENCE N89°54'24"W FOR 1320.00 FEET TO A POINT; THENCE S00°07'36"E FOR 24.00 FEET TO A POINT; THENCE N89°54'24"W ALONG A LINE 40 FEET WEST AND PARALLEL WITH THE EAST LINE OF THE SE ¼ OF SECTION 16 WITH A DISTANCE OF 1340.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET AND A CHORD DISTANCE OF 35.36 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.80 ACRES MORE OR LESS.

ZONING BOUNDARY MAP
DUNNWOODY LAKE
BETTY & LOWELL DUNN

S-2

6-25-02

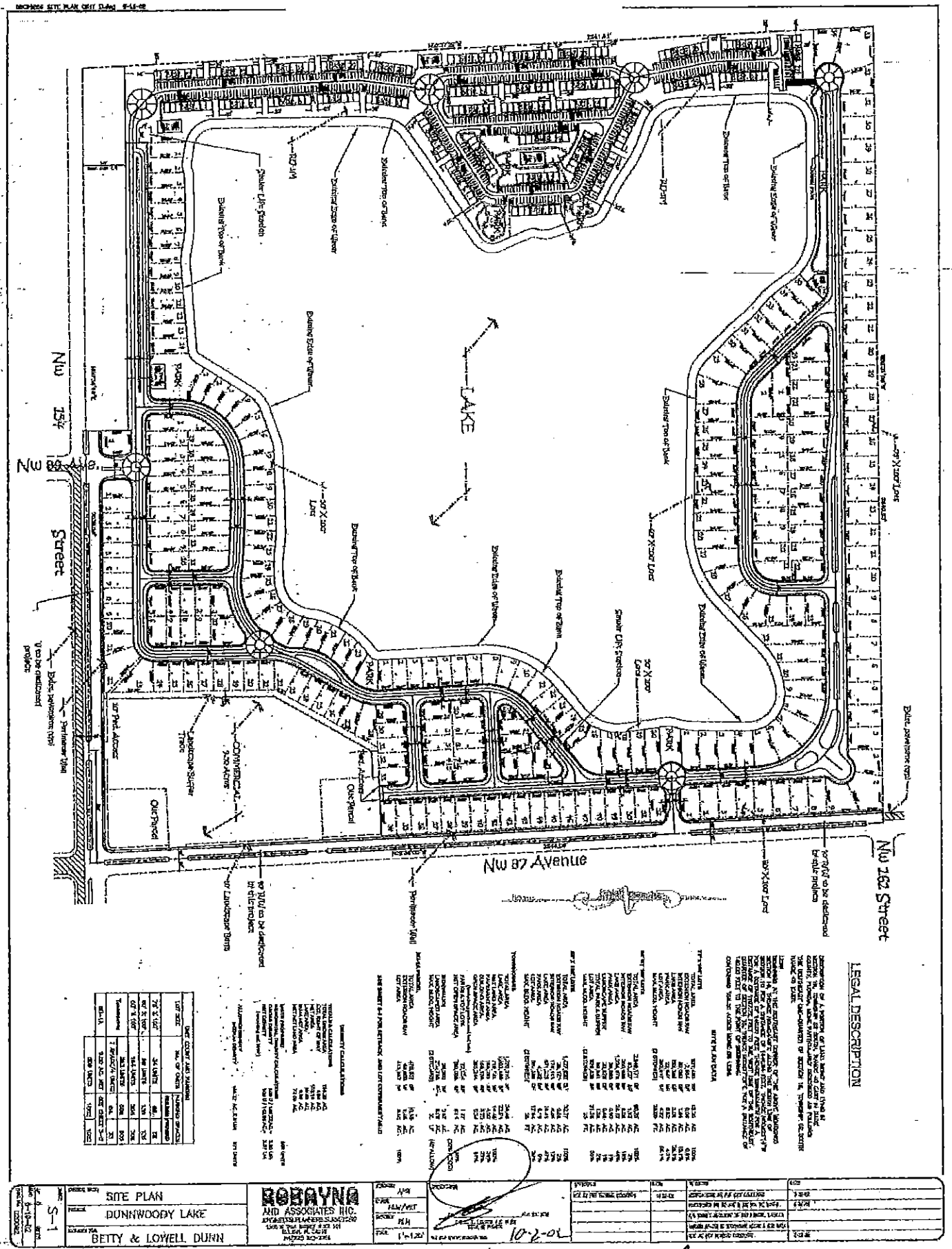
0200002

RB-02-02

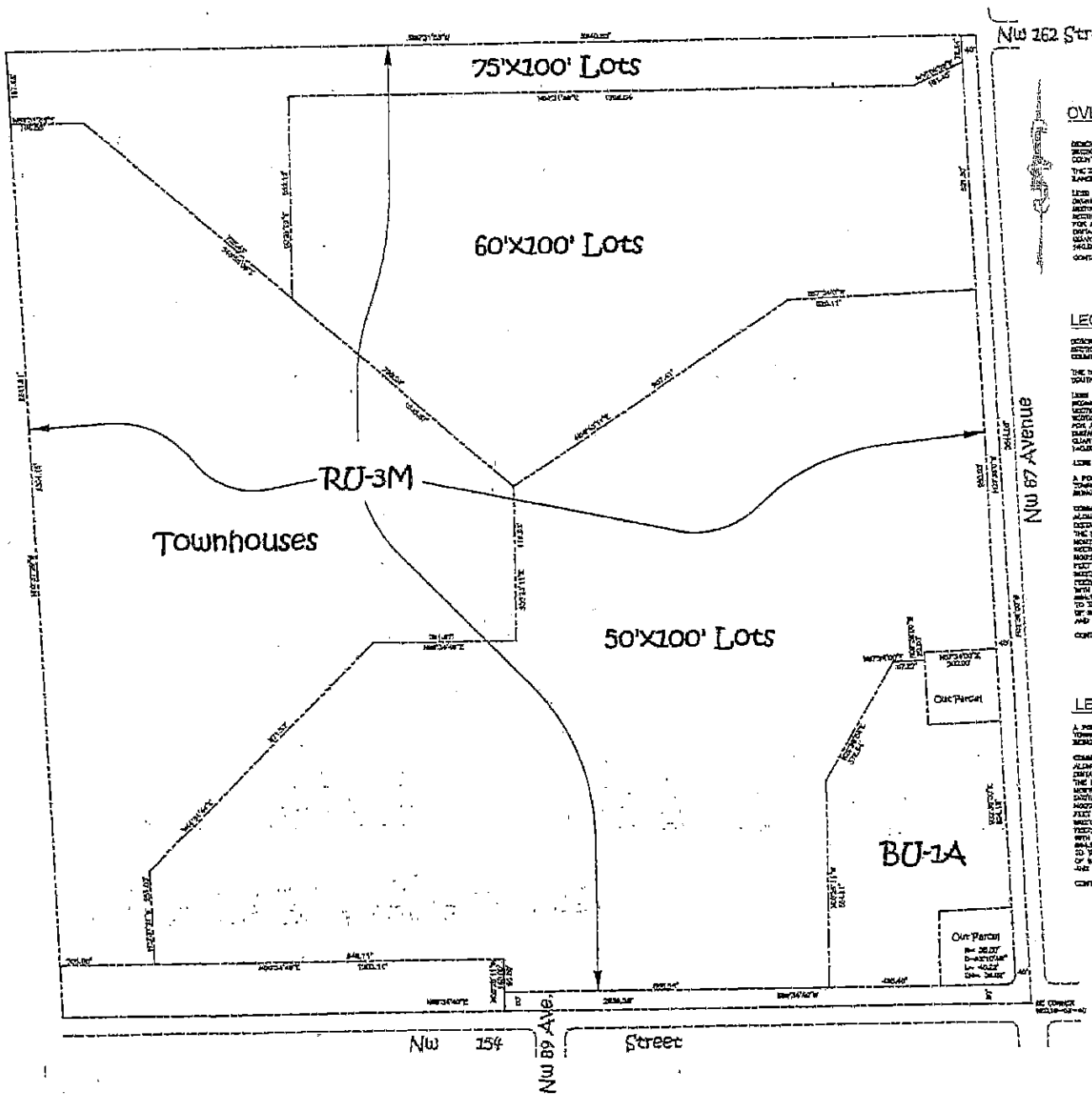
## EXHIBITS D&E

# REVISED SITE PLAN

# EXHIBIT "D"



LAKE
Nw 154 Street
Nw 89 Ave.
Nw 87 Avenue
Nw 162 Street
Existing Top of Bank
Existing Edge of Water
Sewer Lift Station
COMMERCIAL
Landscape Buffer Tract
Perimeter Wall
LEGAL DESCRIPTION
SITE PLAN
DUNNWOODY LAKE
BETTY & LOWELL DUNN
ROBAYNA AND ASSOCIATES INC.
10-2-02




## OVERALL LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS

THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 52 SOUTH RANGE 40 EAST

LESS

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 14, THENCE NORTHERLY ALONG THE SOUTH LINE OF SECTION 14 FOR A DISTANCE OF 1441.34 FEET, THENCE NORTHWESTERLY FOR A DISTANCE OF 140.00 FEET, THENCE SOUTHWESTERLY FOR A DISTANCE OF 1187.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, THENCE SOUTHERLY FOR A DISTANCE OF 1412.34 FEET TO THE POINT OF BEGINNING.

CONTAINING 38.50 ACRES MORE OR LESS.

## LEGAL DESCRIPTION OF RU-3M PARCEL

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION 14, TOWNSHIP 52 SOUTH, RANGE 40 EAST

LESS

BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 14, THENCE NORTHERLY ALONG THE SOUTH LINE OF SECTION 14 FOR A DISTANCE OF 1441.34 FEET, THENCE NORTHWESTERLY FOR A DISTANCE OF 140.00 FEET, THENCE SOUTHWESTERLY FOR A DISTANCE OF 1187.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 14, THENCE SOUTHERLY FOR A DISTANCE OF 1412.34 FEET TO THE POINT OF BEGINNING.

LESS

A PORTION OF LAND LYING AND BEING AT THE NE 1/4 OF SECTION 14, TOWNSHIP 52, SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 14, THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 14 FOR A DISTANCE 1320 FEET TO A POINT, THENCE NORTHERLY 208.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG A LINE 208 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 14 WITH A DISTANCE OF 1441.34 FEET TO A POINT, THENCE NORTHWESTERLY FOR 140.00 FEET TO A POINT, THENCE SOUTHWESTERLY FOR 1187.72 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1412.34 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A LINE 208 FEET NORTH AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF SECTION 14 WITH A DISTANCE OF 1848.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 14.20 ACRES MORE OR LESS.

## LEGAL DESCRIPTION BU-1A PARCEL

A PORTION OF LAND LYING AND BEING AT THE NE 1/4 OF SECTION 14, TOWNSHIP 52, SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NE CORNER OF SAID SECTION 14, THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 14 FOR A DISTANCE 1320 FEET TO A POINT, THENCE NORTHERLY 208.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTHWESTERLY ALONG A LINE 208 FEET NORTH AND PARALLEL WITH THE SOUTH LINE OF THE NE 1/4 OF SAID SECTION 14 WITH A DISTANCE OF 1441.34 FEET TO A POINT, THENCE NORTHWESTERLY FOR 140.00 FEET TO A POINT, THENCE SOUTHWESTERLY FOR 1187.72 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1412.34 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY FOR 1320.00 FEET TO A POINT, THENCE NORTHWESTERLY ALONG A LINE 208 FEET NORTH AND PARALLEL WITH THE EAST LINE OF THE NE 1/4 OF SECTION 14 WITH A DISTANCE OF 1848.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST AND HAVING FOR ITS ELEMENTS A CENTRAL ANGLE OF 90°00'00", A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 47.12 FEET AND A CHORD DISTANCE OF 42.43 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.80 ACRES MORE OR LESS.

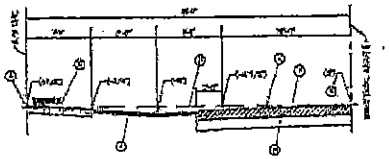
10-02-02

ZONING BOUNDARY MAP
DUNWOODY LAKE
BETTY & LOWELL DUNN

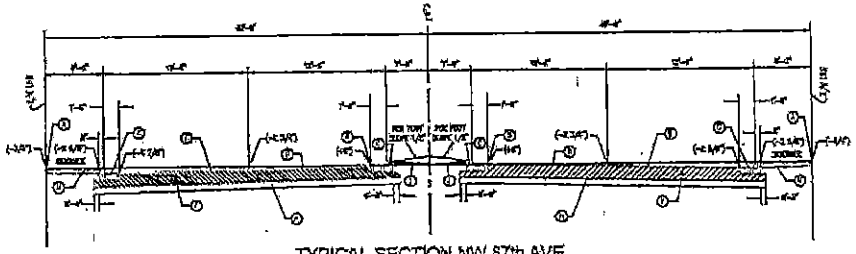
S-2

0-23-02

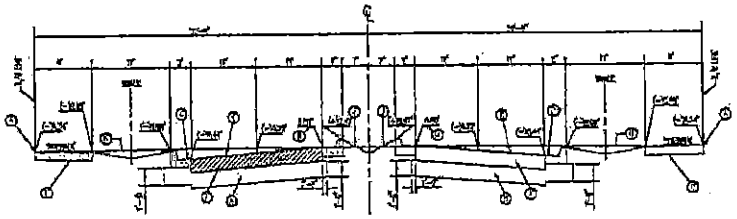
020002



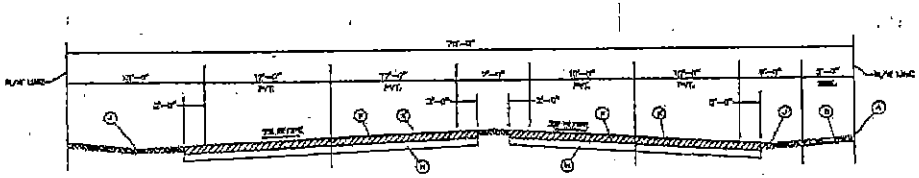
TYPICAL SECTION RESIDENTIAL AREA



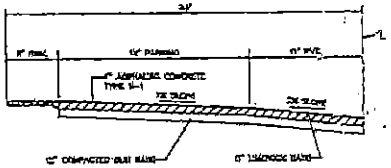
TYPICAL SECTION NW 87th AVE



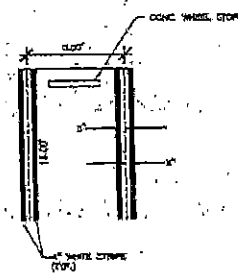
TYPICAL SECTION NW 154 ST.



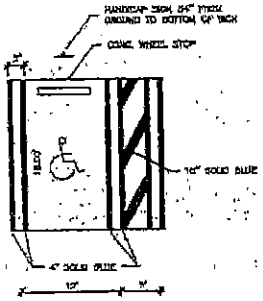
TYPICAL SECTION ENTRANCE TO RU-3M AREA



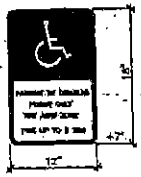
TYPICAL SECTION THRU RU-3M AREA



DOUBLE STRIPING DETAIL



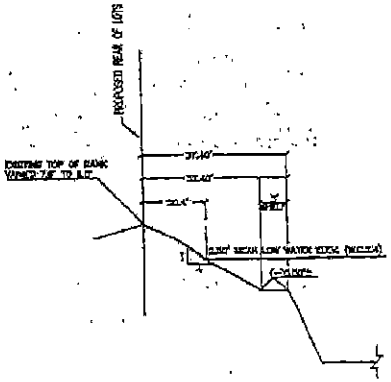
TYPICAL HANDICAP PARKING STALL DETAIL



NOTES:

1. TOP PORTION OF FTP-23 SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL.
2. BOTTOM PORTION SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.

HANDICAP PARKING SIGN DETAIL



EXISTING LAKE SECTION ON BANKS NEXT TO PROPOSED LOTS

PARKING DETAILS FOR TOWNHOUSE AND COMMERCIAL AREAS

50

10-02-02

ROBAYNA AND ASSOCIATES, INC.

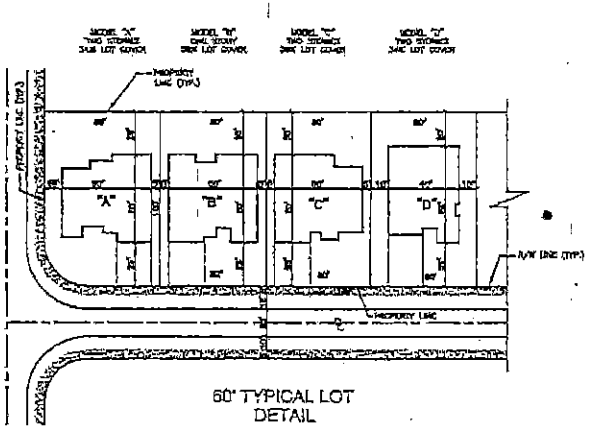
DETAILS

DUNNWOODY LAKE

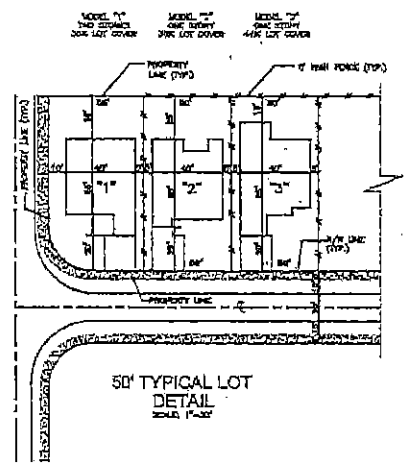
BETTY & LOWELL DUNN

S-3

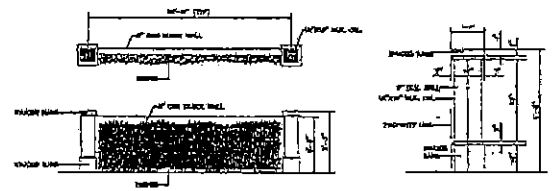
8-25-02




60' TYPICAL LOT DETAIL




50' TYPICAL LOT DETAIL



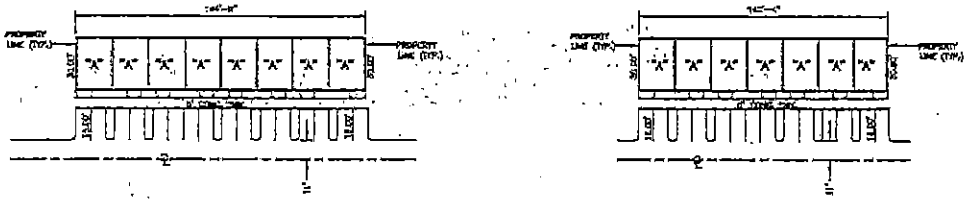
TYPICAL BAY PERIMETER WALL DETAIL

| SETBACKS AND LOT COVERAGE TABLE | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| ZONING CATEGORY | SETBACKS | | | | | | | | LOT COVERAGE | |
| | FRONT | | REAR | | SIDE | | ST. SIDE | | | |
| | REQ. | PROV. | REQ. | PROV. | REQ. | PROV. | REQ. | PROV. | ALLOW. | PROV. |
| 75' X 100' LOTS | 15'-25' * | 16' | 15'-25' ** | 15' | 7.5' | 7.5' | 15' | 15' | 40% | 40% |
| 50' X 100' LOTS | 15'-25' * | 20' | 15'-25' ** | 15' | 5' | 5' | 10' | 10' | 40% | 40% |
| 60' X 100' LOTS | 15'-25' * | 25' | 15'-25' ** | 20' | 6' | 6' | 10' | 10' | 40% | 40% |
| TOWNHOUSE SITE | 25' | 35' | 25' | 35' | 20' | 20' | 25' | 35' | N/A | N/A |
| DIST. INT. PAV. | 25' | 20' | | | | | 15' | 15' | | |
| DETAIL BLDG. | 20' | 20' | | | | | | | | |

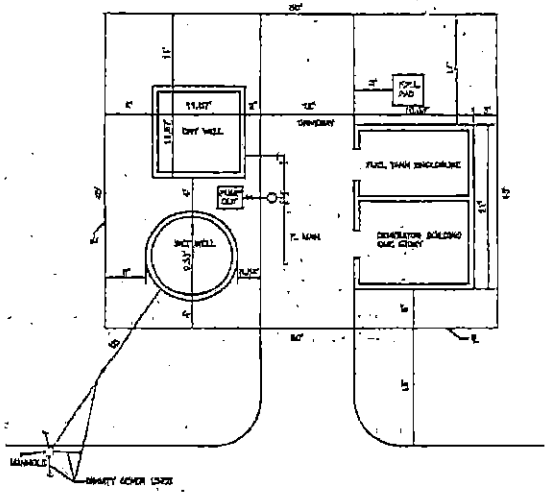
* 15' FOR 50% OF WIDTH AND 20' AT GARAGE
** 15' FOR 50% OF WIDTH

SITE DATA FOR LIFT STATION SITE

| | | |
|---|---|---|
| AREA | 2000 SF | 100.0% |
| BUILDING & TANK ENCLOSURE | 322 SF | 16.1% |
| PAVEMENT | 420 SF | 21.0% |
| OTHER CONCRETE PADS & TOPS | 213 SF | 10.7% |
| LANDSCAPE AREA | 1045 SF | 52.2% |
| SET BACKS FOR BUILDING | REQUIRED | REQUESTED |
| FRONT | NA | 5' |
| SIDE | NA | 3' |
| REAR | NA | 14' |




RU-3M TYPICAL TWO STORY BUILDINGS




TYPICAL LIFT STATION DETAILS

51

10-02-02

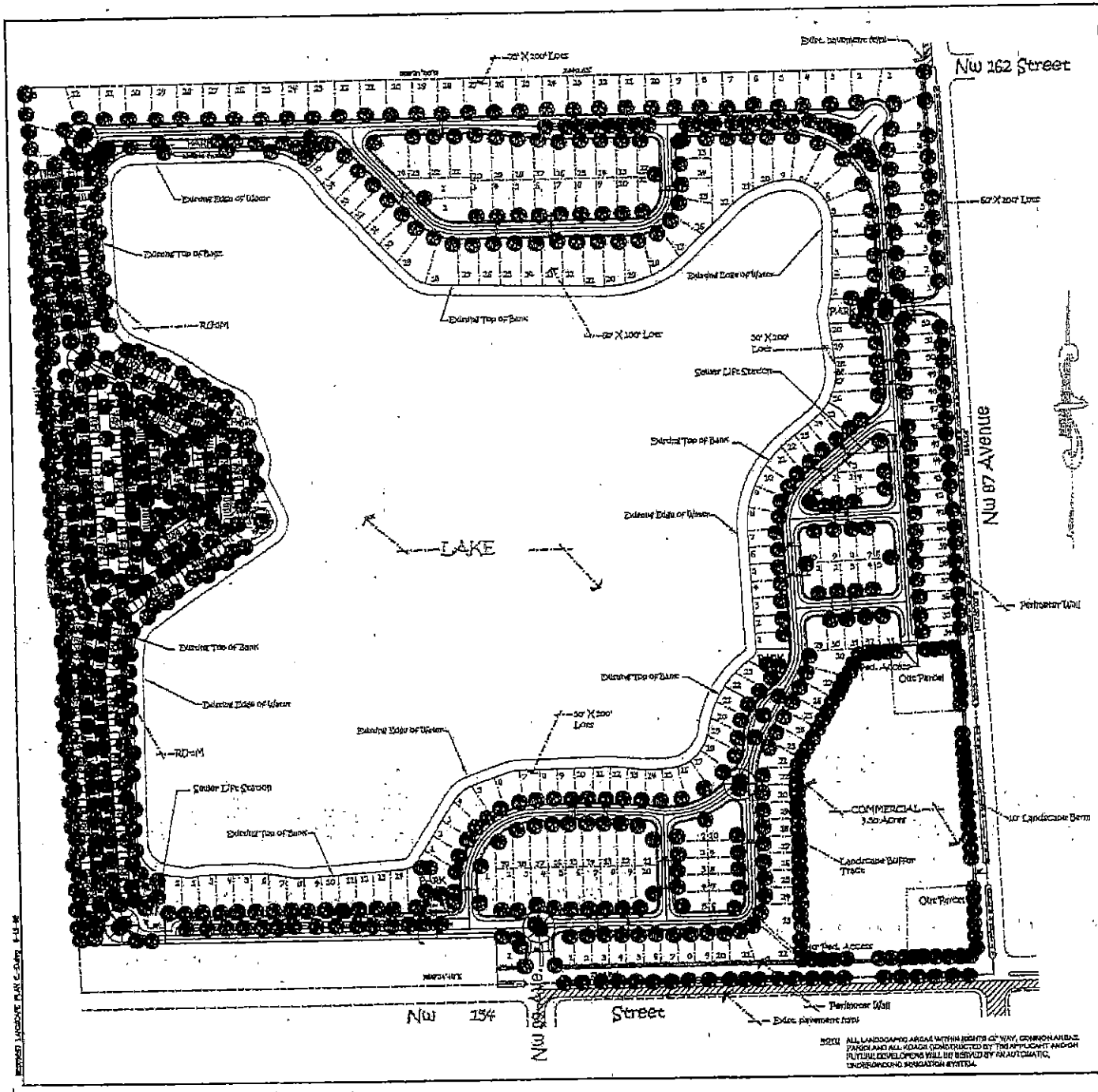
ROBOVNO AND ASSOCIATES INC.

DETAILS

DUNNWOODY LAKE

BETTY & LOWELL DUNN

S-4




## LANDSCAPE DATA

**RD-M DEVELOPED AS TOWNHOMES**

TREES REQUIRED
NET AREA (Complete Lake) 14.45 Ac. X 20 TREES/Ac. = 289 TREES

STREET TREES (NO PUBLIC ROADS IN THIS AREA) -
0 LF OF ROADS AT 35' O.C. = 0 TREES

TOTAL TREES REQUIRED = 289 TREES

TREES REQUIRED
ALLOWABLE SLAWN AREA
TAX Ac. X 40%
SHRUBS REQUIRED
288 TREES X 10 SHRUBS/TREE

TREES PROVIDED:

SILVER TRUMPET - Tabebuia Caraiba 12' O.H. 23 TREES
GUMBO LIMBO - (NATIVE) - Bursera Simaruba 10' O.H. 94 TREES
LIVE OAK - (NATIVE) - Quercus Virginia 10' O.H. 114 TREES
CARBADE PALM - (NATIVE) - Roystonea Elata 14' O.H. 24 TREES

TOTAL TREES PROVIDED 289 TREES

SHRUBS PROVIDED (SEE UNIT 3 LANDSCAPING FOR DETAILS)

INDIAN LAUREL - 18"X24"H 30" O.C. 1,300 EA.
PITTOSPORUM TOBIRA - 18"-24"H 30" O.C. 2,600 EA.
(17 PER LOT)
TOTAL: 3,900 EA.

LIRIOPE GRAND COVER 1 GALLON CONTAINER @ 12" O.C. 4600 EA.
VIOLACEA GRAND COVER 1 GALLON CONTAINER @ 12" O.C. 1600 EA.

**PROPOSED ZONING: RD-M WITH RESIDENTIAL LOTS 50' BY 100'**

TREES REQUIRED
TREES REQUIRED BY LOT AS SHOWN ON DETAIL THIS SHEET.

STREET TREES:

8,117 LF OF ROADS AT 35' O.C. = 232 TREES REQUIRED

TOTAL TREES PROVIDED (SEE LEGEND)

SILVER TRUMPET - Tabebuia Caraiba 12' O.H. 23 TREES
GUMBO LIMBO - (NATIVE) - Bursera Simaruba 10' O.H. 23 TREES
LIVE OAK - (NATIVE) - Quercus Virginia 10' O.H. 30 TREES

TOTAL TREES PROVIDED 260 TREES

**PROPOSED ZONING: RD-M WITH RESIDENTIAL LOTS 50' BY 100'**

TREES REQUIRED
TREES REQUIRED BY LOT AS SHOWN ON DETAIL THIS SHEET.

STREET TREES:

460' LF OF ROADS AT 35' O.C. = 117 TREES REQUIRED

TOTAL TREES PROVIDED (SEE LEGEND)

SILVER TRUMPET - Tabebuia Caraiba 12' O.H. 12 TREES
GUMBO LIMBO - (NATIVE) - Bursera Simaruba 10' O.H. 23 TREES
LIVE OAK - (NATIVE) - Quercus Virginia 10' O.H. 80 TREES

TOTAL TREES PROVIDED 120 TREES

**PROPOSED ZONING: RD-M WITH RESIDENTIAL LOTS 50' BY 100'**

TREES REQUIRED
TREES REQUIRED BY LOT AS SHOWN ON DETAIL THIS SHEET.

STREET TREES:

700 LF OF ROADS AT 35' O.C. = 20 TREES REQUIRED
NOTE: SOME ROADS ON THE 75X100 LOTS ALSO FRONT ON THE 40X100' LOTS AND WERE COUNTED THERE.

TOTAL TREES PROVIDED (SEE LEGEND)

SILVER TRUMPET - Tabebuia Caraiba 12' O.H. 3 TREES
GUMBO LIMBO - (NATIVE) - Bursera Simaruba 10' O.H. 5 TREES
LIVE OAK - (NATIVE) - Quercus Virginia 10' O.H. 17 TREES

TOTAL TREES PROVIDED 25 TREES

**RM-A ZONING**

TREES REQUIRED
NET AREA: 9.94 Ac. X 20 TREES/Ac. = 198 TREES

STREET TREES - (NO PUBLIC ROADS IN THIS AREA)
1424' LF OF ROADS AT 35' O.C. = 41 TREES

TOTAL TREES REQUIRED = 241 TREES
EXACT TREES TO BE OBTAINED AT SITE PLAN OF THE SITE AND FURTHER COMPUTATION WERE MADE

SHRUBS REQUIRED
ALLOWABLE SLAWN AREA
NOT DETERMINED AT THIS TIME
SHRUBS REQUIRED
NOT DETERMINED AT THIS TIME

TREES PROVIDED:

SILVER TRUMPET - Tabebuia Caraiba 12' O.H. 109 TREES
GUMBO LIMBO - (NATIVE) - Bursera Simaruba 10' O.H. 71 TREES
LIVE OAK - (NATIVE) - Quercus Virginia 10' O.H. 61 TREES

TOTAL TREES PROVIDED 241 TREES

SHRUBS PROVIDED:
NOT DETERMINED AT THIS TIME

GROUND COVER
NOT DETERMINED AT THIS TIME

NOTE: ALL LANDSCAPING AREAS WITHIN RIGHTS OF WAY, COMMON AREAS, PARCELS AND ALL ROADS CONSTRUCTED BY THE APPLICANT AND/OR FUTURE DEVELOPERS WILL BE SERVED BY AN AUTOMATIC, UNDERGROUND IRRIGATION SYSTEM.

SEE LANDSCAPE DETAILS ON SHEET L-2

REVISED LANDSCAPE PLAN 6-13-96

52

| | | |
|---|---|---|
| REVISIONS | DATE | BY |
| | 6-7-96 | |
| | 6-13-96 | |
| | 8-21-02 | |

ROBAYNA AND ASSOCIATES INC.
LANDSCAPE ARCHITECTS AND PLANNERS
2000 S.W. 27th AVENUE, SUITE 101
MIAMI, FLORIDA 33145
PHONE 642-1635

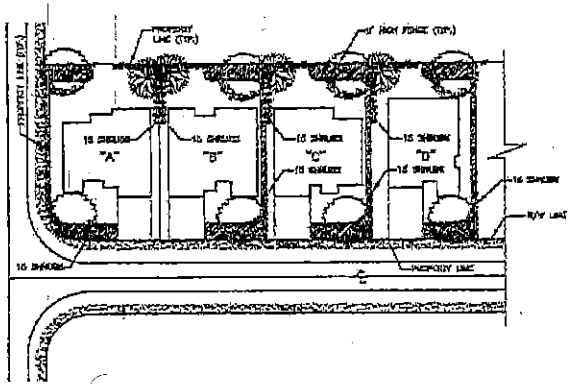
DRAWN: MTR
DATE: 6/96
CHECKED: RJR
DATE: 6/96
SCALE: 1"=100'

LANDSCAPE PLAN
DUNNWOODY LAKE
BETTY & LOWELL DUNN

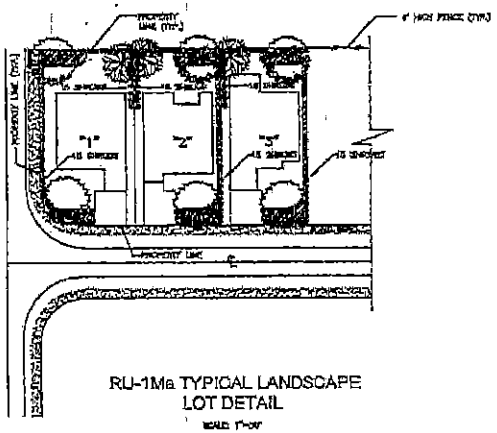
L-1

8-21-02

11-02-02



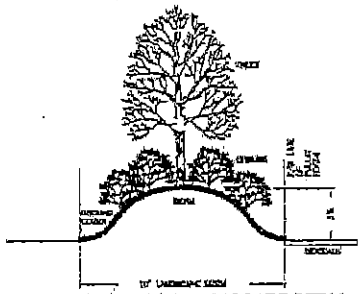
RU-1Mb TYPICAL LANDSCAPE
LOT DETAIL



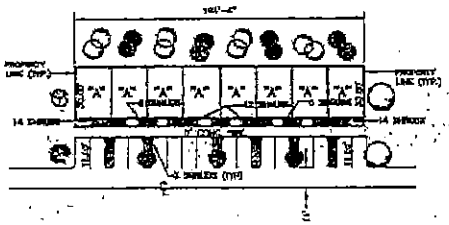
RU-1Ma TYPICAL LANDSCAPE
LOT DETAIL

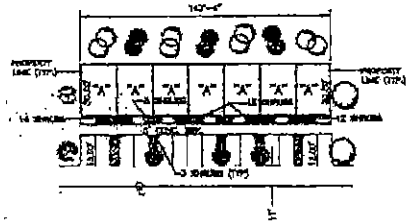
LANDSCAPE LEGEND

| SYMBOL | TREE NAME |
|---|---|
| | CUMBO LIMBO NATIVE–Bursera Simaruba 10' O.H. |
| | LIVE OAK NATIVE–Quercus Virginiana 10' O.H. |
| | SILVER TRUMPET–Tabebuia Caraiba 12' O.H. |
| | CABBAGE PALM–(NATIVE)–Sabal Palmetto 14' O.H. |
| | SHRUBS (30 PER LOT) |
| | GROUND COVERAGE REQUIRED |

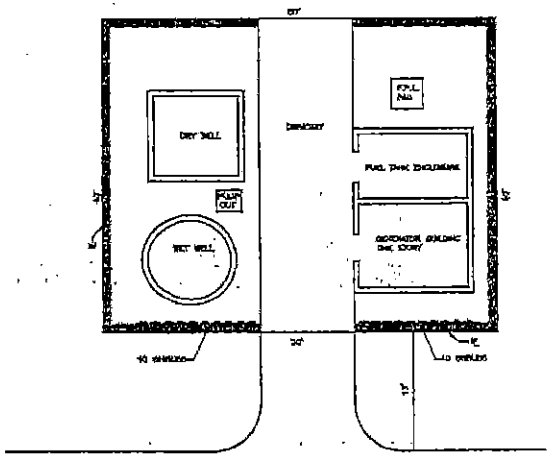


SECTION OF 10' LANDSCAPE BERM
ON COMMERCIAL PARCEL
N.T.S.





RU-3M TYPICAL TWO STORY BUILDINGS



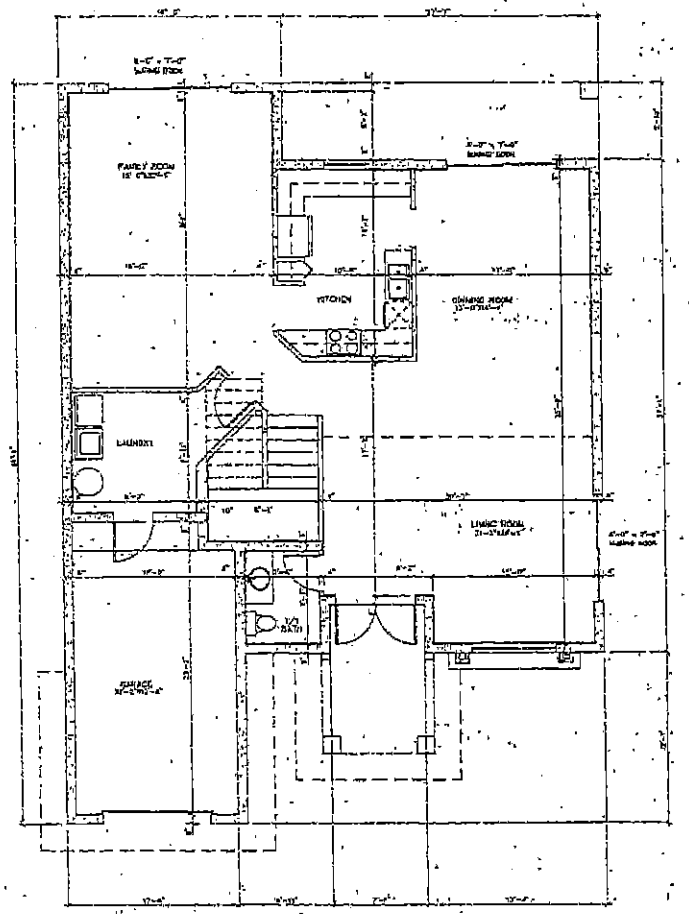
LIFT STATION LANDSCAPE PLAN
N.T.S.

53

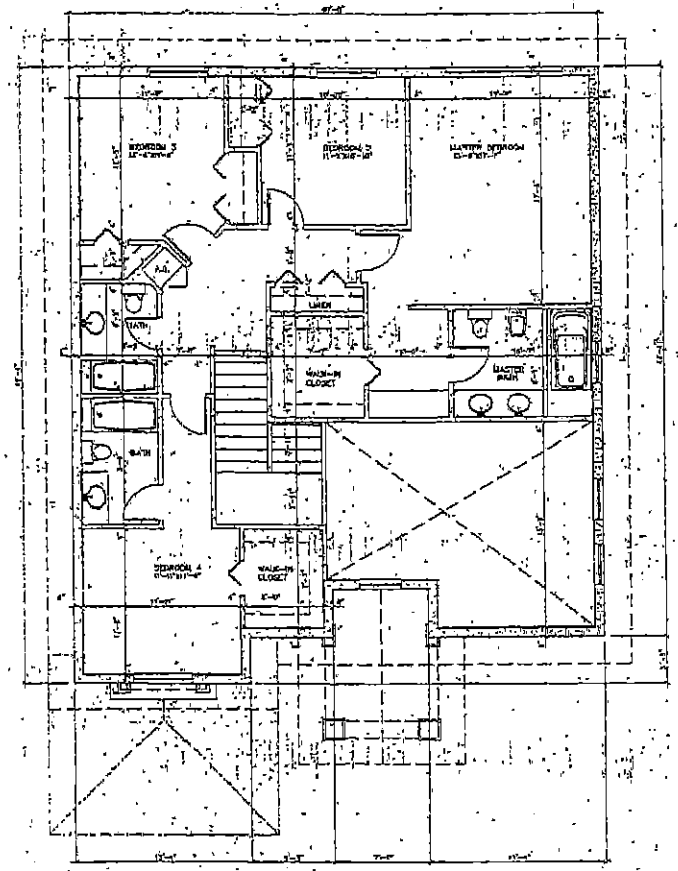
LANDSCAPE DETAILS
DUNKWOODY LAKE
BETTY & LOWELL DUNN

L-2

**MODEL 1** 2 FLOORS
4 BEDROOMS
3-1/2 BATH
GARAGE




MODEL 1 - GROUND FLOOR




MODEL 1 - SECOND FLOOR

54

meyer gorin
architect

arkidesign inc.
21304 West Dixie Highway
North Miami Beach, Fl. 33180
(305) 921-8393

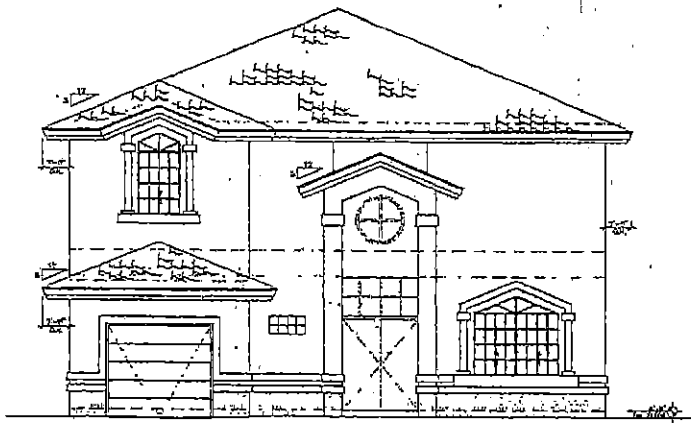
MODEL 1 - FLOOR PLANS
DUNWOODY LAKE

940301

11-22-94

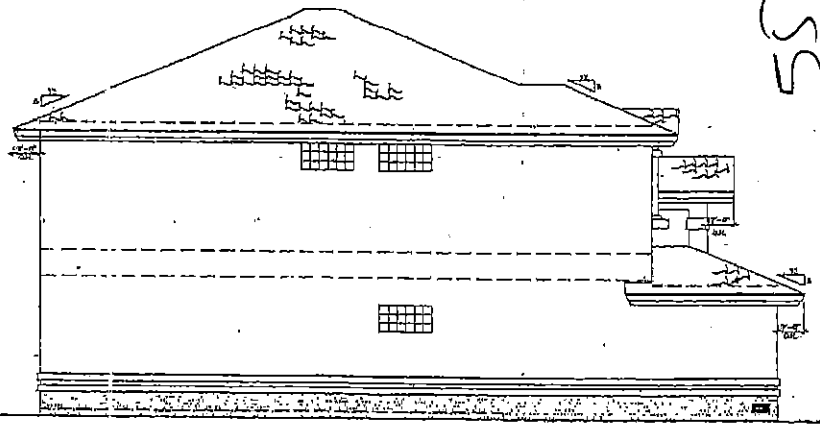
A-1

54.1209



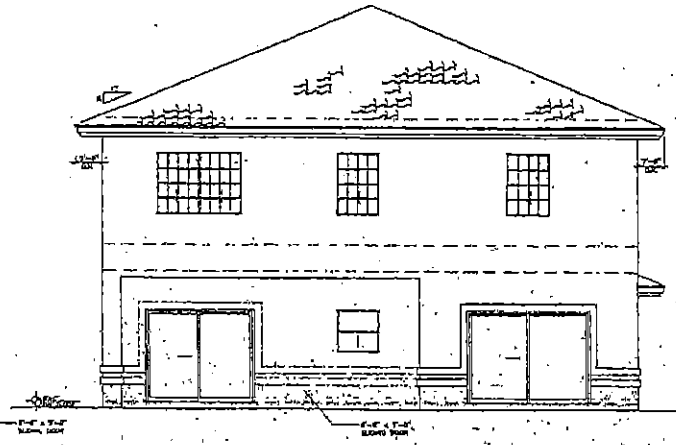
MODEL 1 - ELEVATION (FRONT)

SCALE: 1/8"=1'-0"



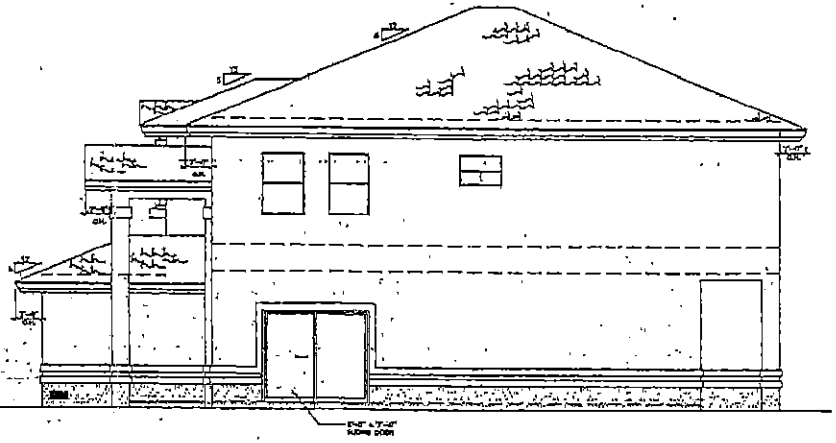
MODEL 1 - ELEVATION (SIDE)

SCALE: 1/8"=1'-0"



MODEL 1 - ELEVATION (REAR)

SCALE: 1/8"=1'-0"



MODEL 1 - ELEVATION (SIDE)

SCALE: 1/8"=1'-0"

55

meyer gorin
architect
R.A. # 9700

arkidesign inc.
21304 West Dixie Highway
North Miami Beach, FL 33180
(305) 931-5283

MODEL 1 - ELEVATIONS

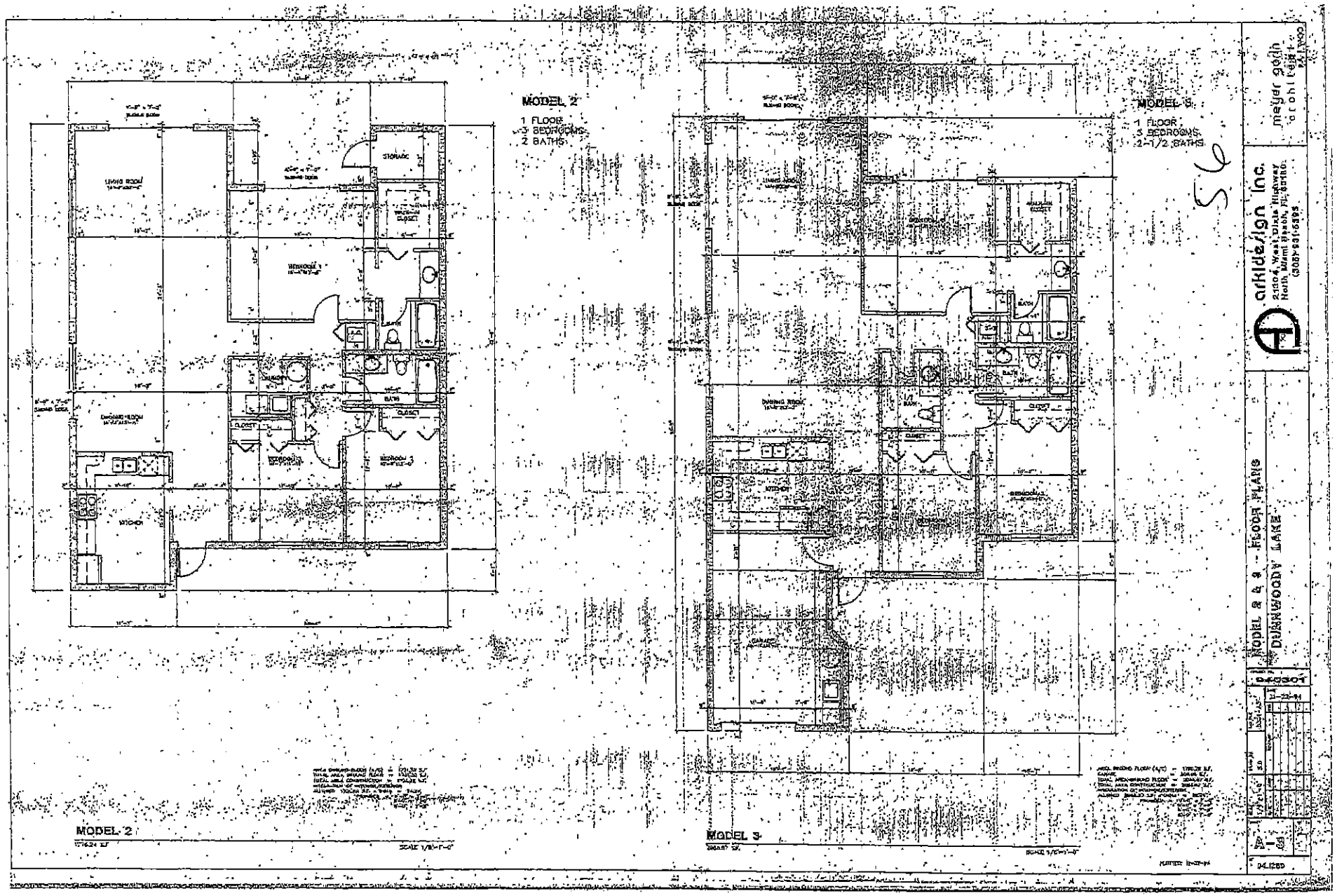
DURNWOODY LAKE

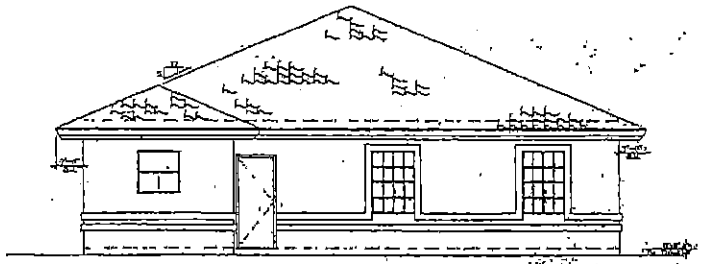
040301

11-22-94

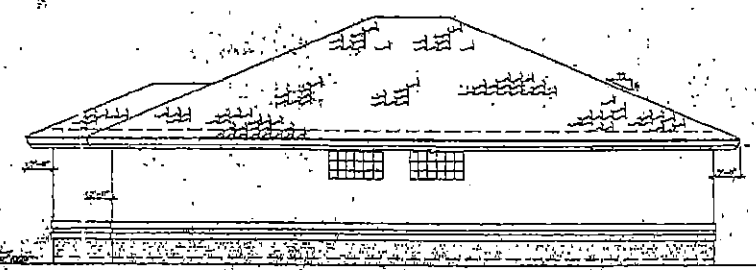
A-2

94.1283

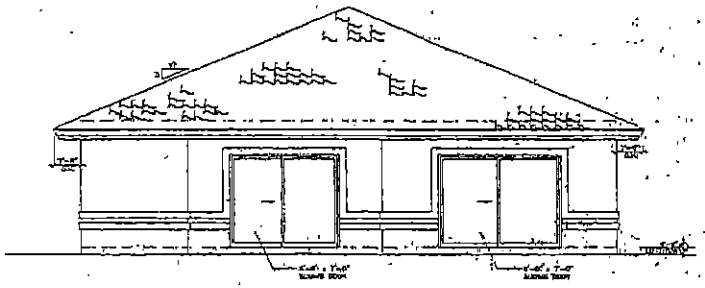

MODEL 2
1 FLOOR
3 BEDROOMS
2 BATHS
MODEL 3
1 FLOOR
3 BEDROOMS
2-1/2 BATHS
56
MODEL 2
MODEL 3
arkidesign inc.
21304 West Dixie Highway
North Miami Beach, FL 33180
(305) 931-5395
meyer gorin
architect
MODEL 2 & 3 - FLOOR PLANS
DUNNWOODY LAKE
A-3



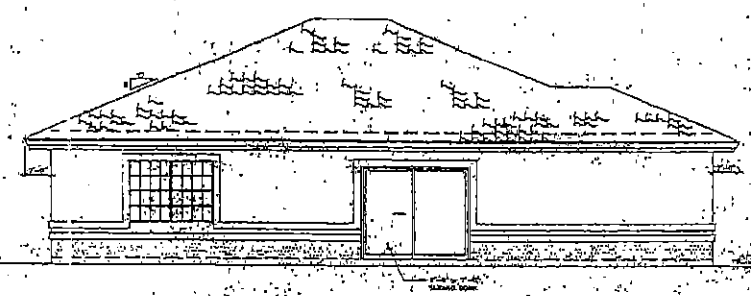
MODEL 2 - ELEVATION (FRONT)



MODEL 2 - ELEVATION (SIDE)



MODEL 2 - ELEVATION (REAR)



MODEL 2 - ELEVATION (SIDE)

57

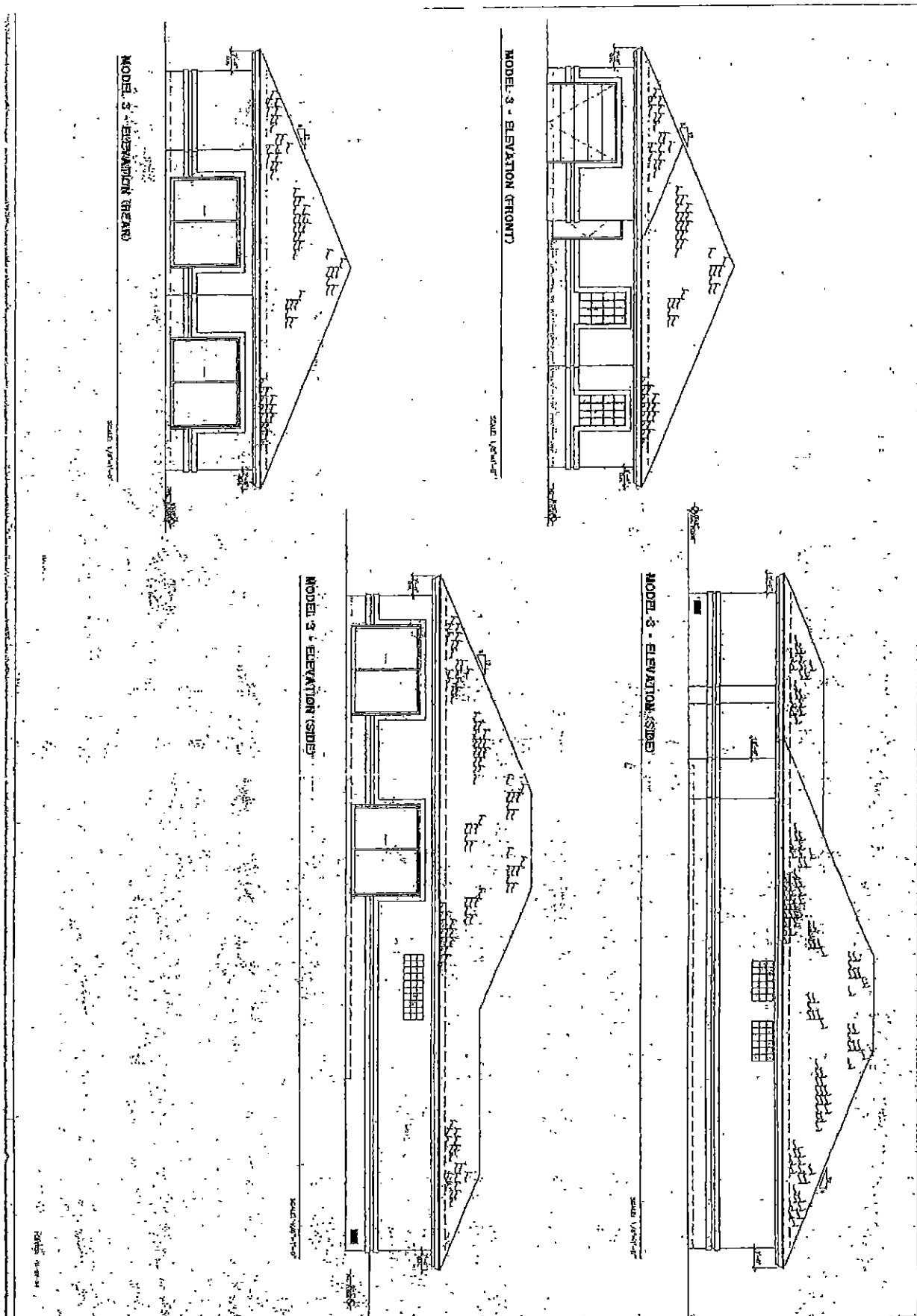
meyer garin architect

arkidesign inc.
21804 West Dixie Highway
North Miami Beach, FL 33180
(305) 931-5393

MODEL 2 - ELEVATIONS
DUNNWOODY LAKE

11-22-94

A-4



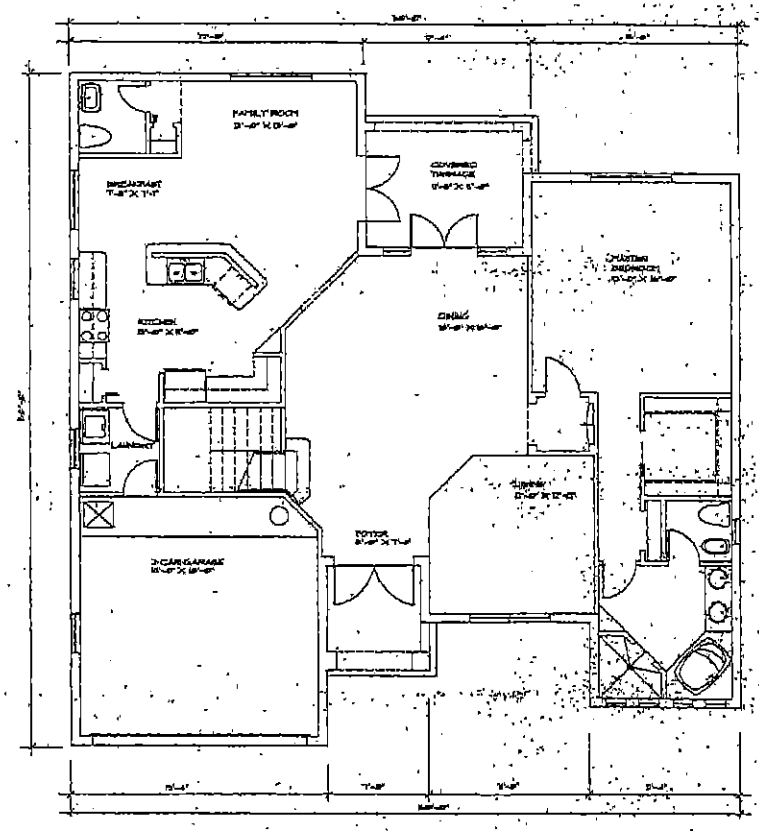

MODEL 3 - ELEVATIONS

DUNNWOODY LAKE

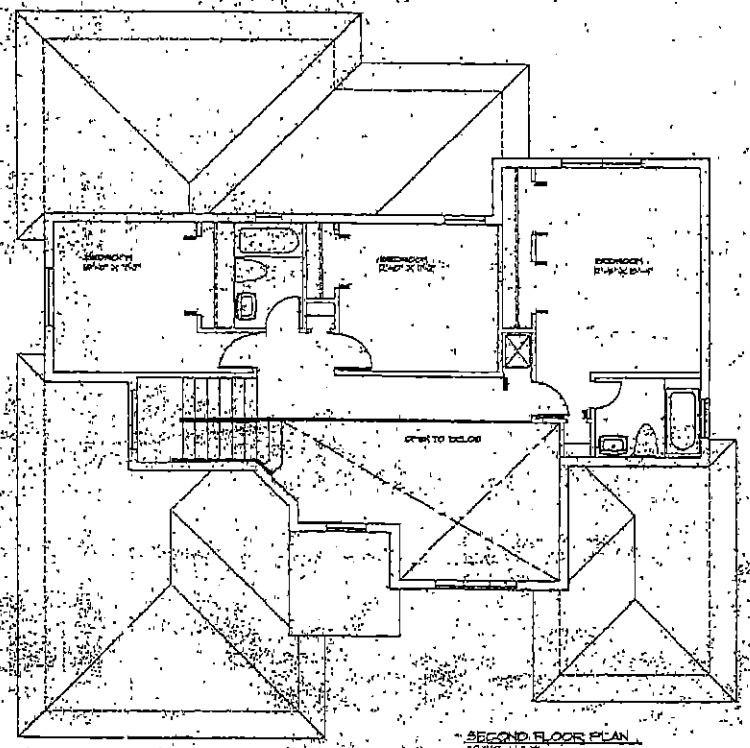
arkidesign inc.
21804 West Dixie Highway
North Miami Beach, FL 33180
(305) 931-5893

meyer gorin
architect
P.E. - 9700

58




GROUND FLOOR PLAN



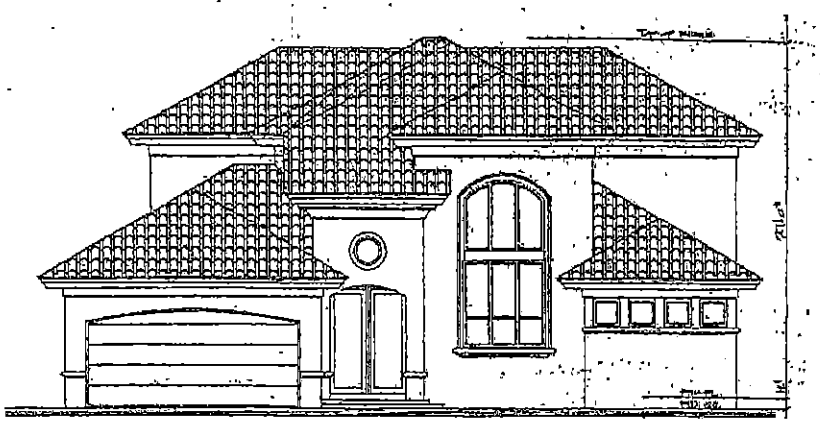

SECOND FLOOR PLAN

MODEL "A"

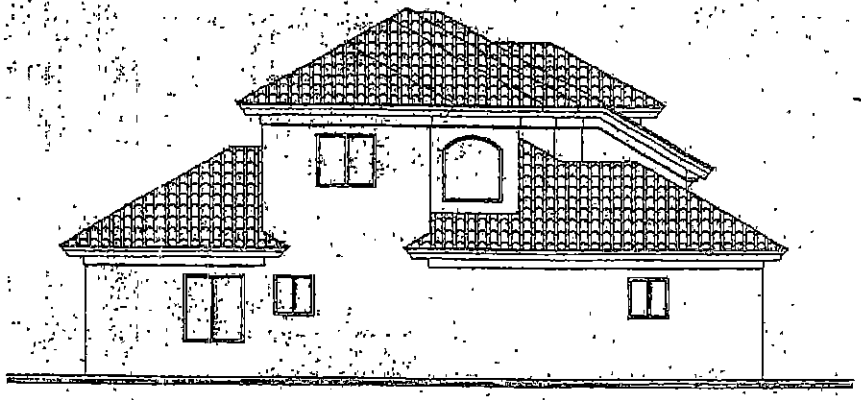
59

ALBERT O. GONZALEZ
A R C H I T E C T
TITTIGH 146TH ST. MIAMI LAKES, B.A. 33256
(305) 821-6833 FAX (305) 821-6871

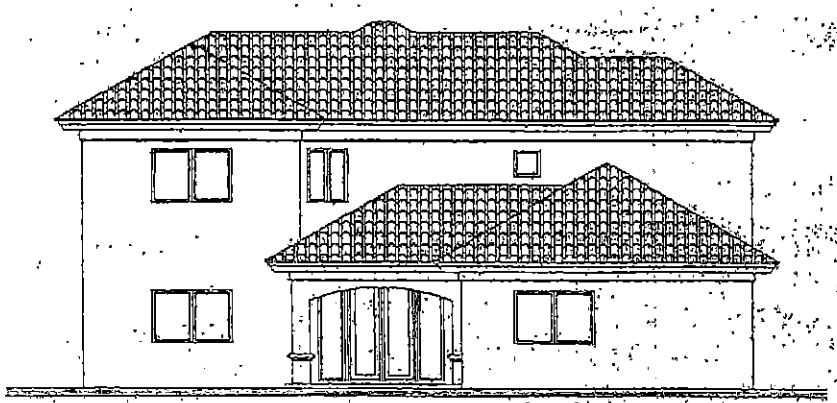
DUNNWOODY LAKE



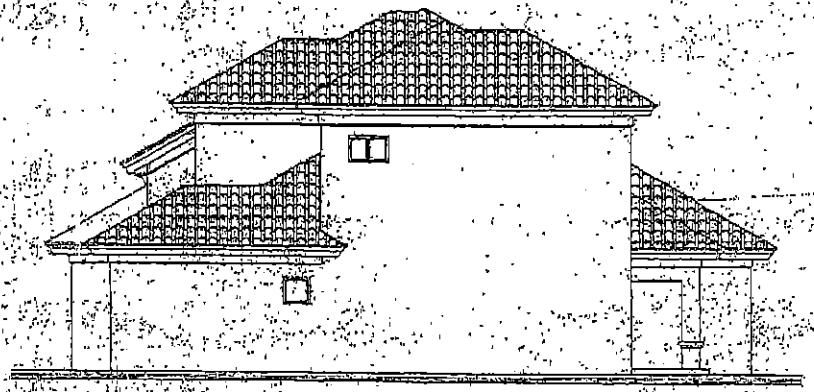
FRONT ELEVATION



LEFT-SIDE ELEVATION



REAR ELEVATION



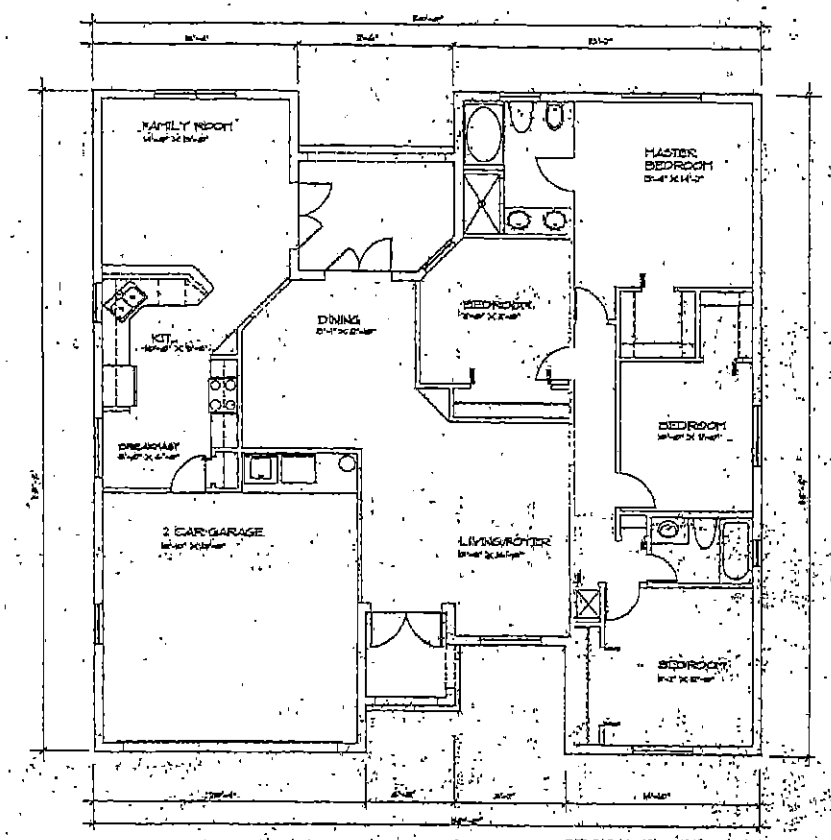
RIGHT-SIDE ELEVATION

MODEL "A"

60

ALBERT O. GONZALEZ
ARCHITECT

DUNNWOODY LAKE




GROUND FLOOR PLAN

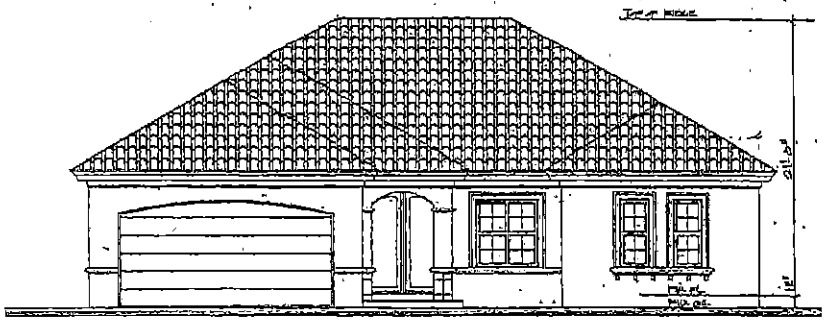
MODEL 'B'

61

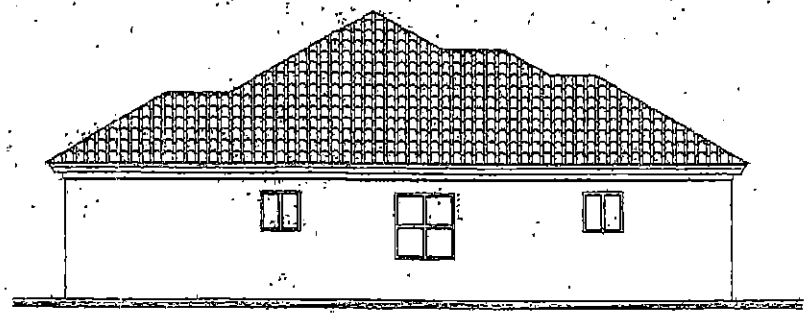
ALBERT O. GONZALEZ
ARCHITECT
[illegible] LAKES, FLA. [illegible]
[illegible]

DUNNWOODY LAKE

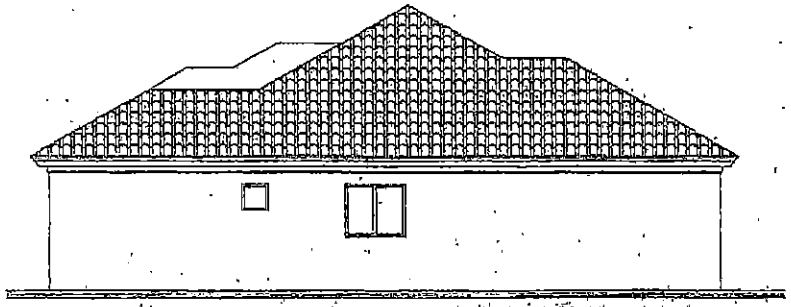
DATE
SCALE
DRAWN
JOB
SHEET
A-6



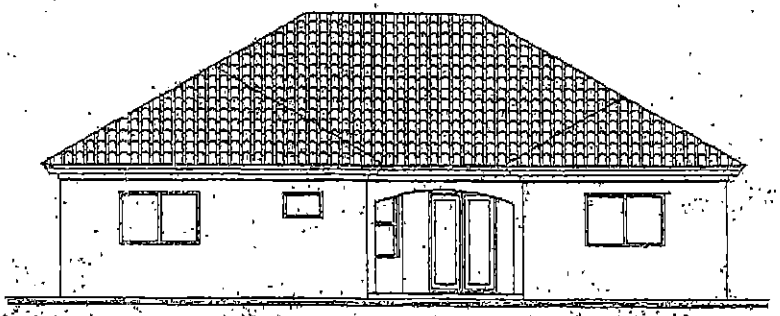
FRONT ELEVATION



LEFT-SIDE ELEVATION



RIGHT-SIDE ELEVATION



REAR ELEVATION

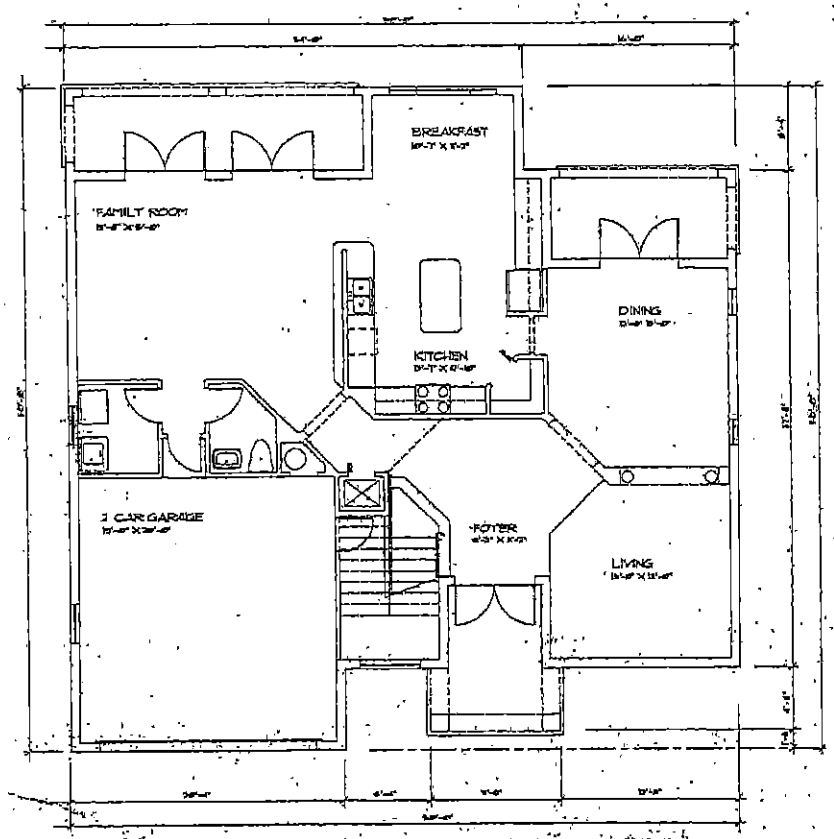
MODEL "B"

62

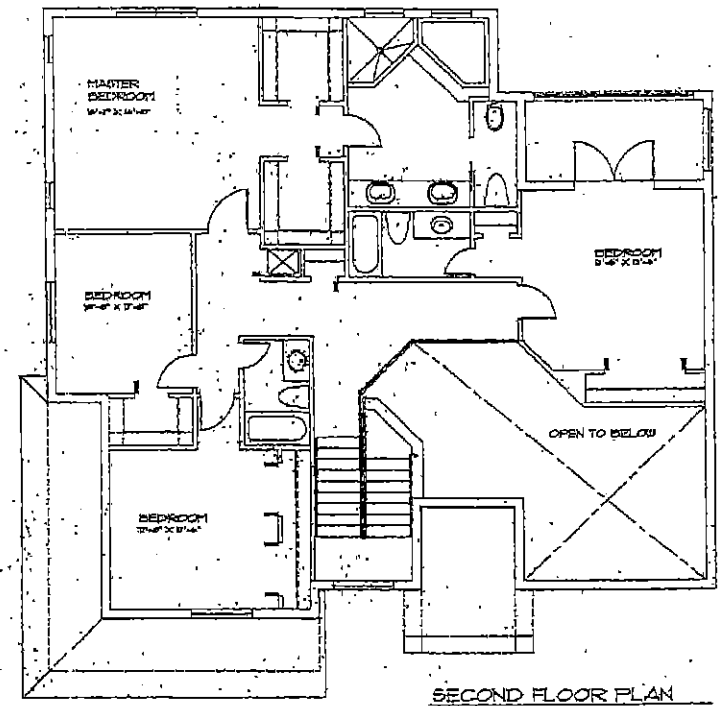
ALBERT O. GONZALEZ
ARCHITECT

DUNWOODY LAKE

A-1




GROUND FLOOR PLAN




SECOND FLOOR PLAN

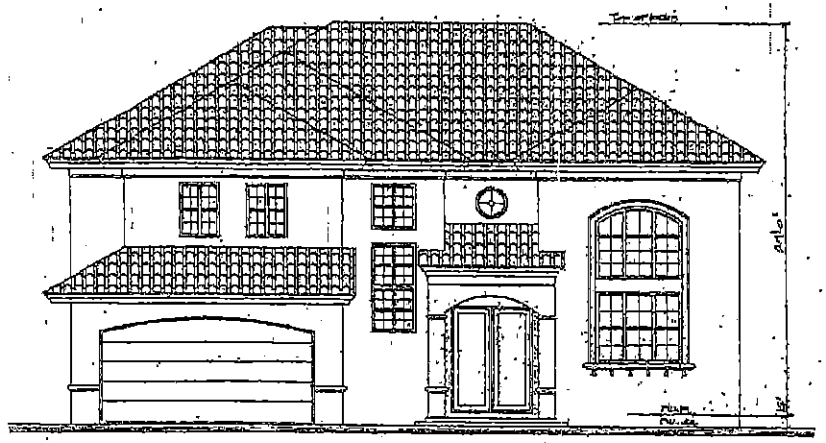
MODEL 'C'

63

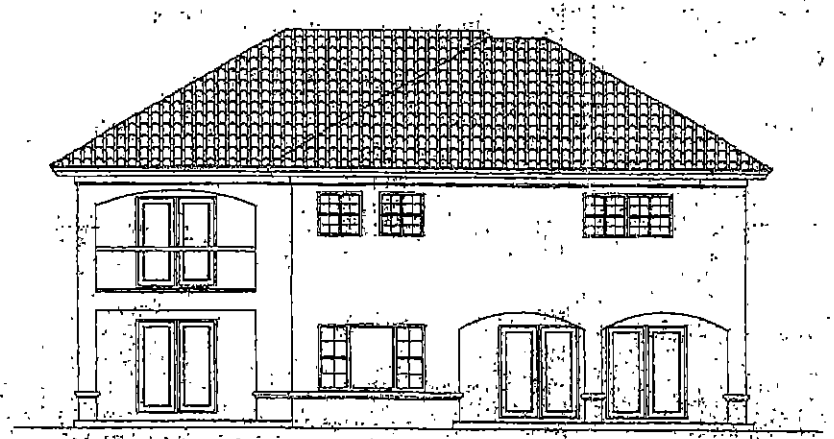
ALBERT O. GONZALEZ
ARCHITECT
7777 NW 116TH ST. MIAMI LAKES, FLA. 33016
(305) 621-5333 FAX (305) 621-5373

DUNNWOODY LAKE

DATE
SCALE
DRAWN
JOB
SHEET
A-8



FRONT ELEVATION



REAR ELEVATION

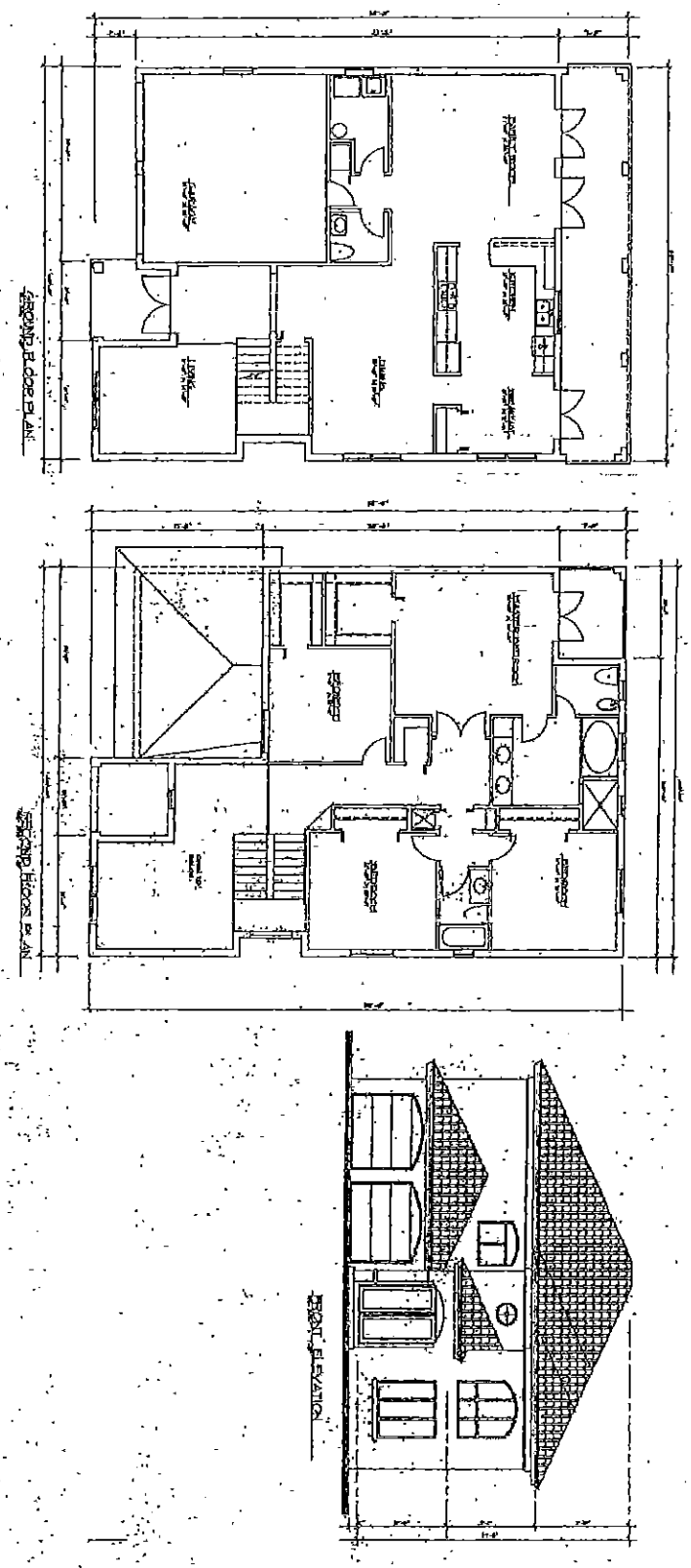
MODEL 'C'

64

ALBERT O. GONZALEZ
ARCHITECT

DUNNWOODY LAKE

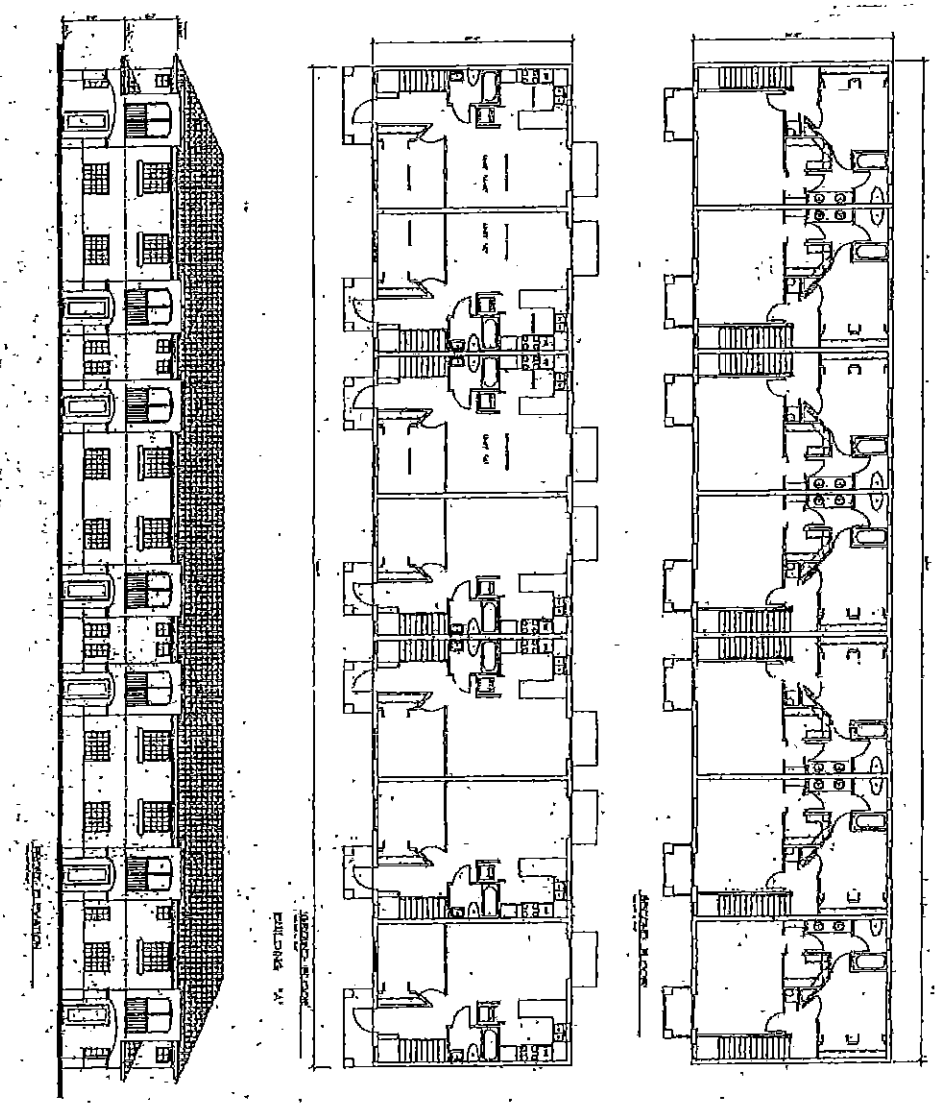
A-8




MODEL 'D'

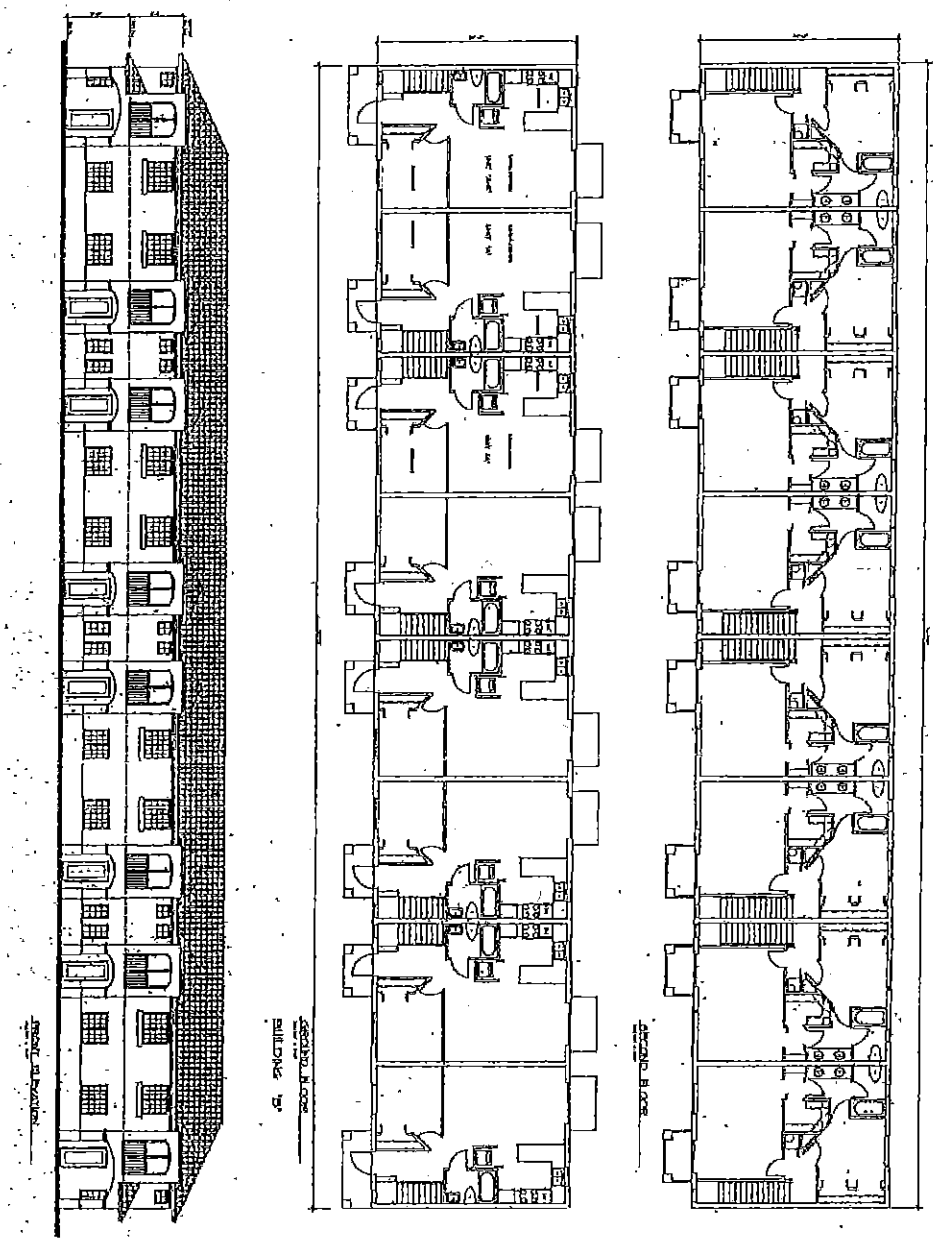
65

| | | |
|---|---|---|
| SHEET A-10 | DUNNWOODY LAKE | ALBERT O. GONZALEZ<br>ARCHITECT<br>[illegible] |



66

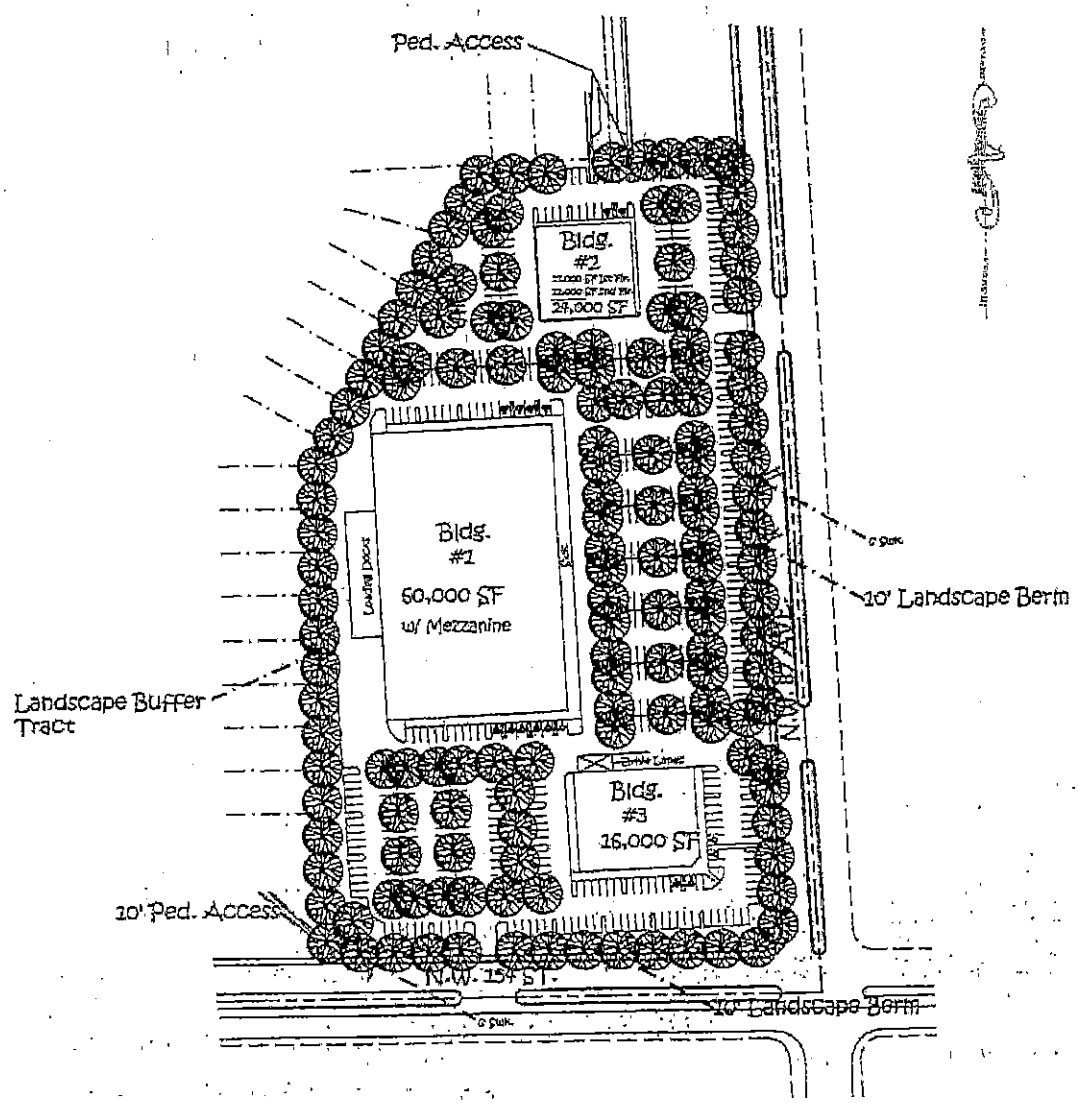
| | | | |
|---|---|---|---|
| A-6 | DUNNWOODY LAKE | ALBERT O. GONZALEZ<br>ARCHITECT<br>1111 NW 146TH ST. MIAMI LAKES, FLA. 33016<br>(305) 817-2833 FAX (305) 827-0577 | AR-001563 |



67

| | | |
|---|---|---|
| A-7 | DUNNWOODY LAKE | ALBERT O. GONZALEZ<br>ARCHITECT<br>[illegible] 11TH NO. 16TH AVE. NEW HAVELLAKES, FLA. 33256<br>(305) 821-1333 FAX (305) 821-8311 |

EXHIBIT "E"




LANDSCAPE LEGEND

Zoning District M/A1A

Net Lot Area: 3.5 acres (152,307 s.f.)

| OPEN SPACE | REQUIRED | PROVIDED |
|---|---|---|
| A. Square Feet of open space required by Chapter 23, as indicated upon plan: Net Lot area = (152,307 s.f.) x 10.0 % = | 64,828 | 68,708 |

| LAWN AREA CALCULATION | | |
|---|---|---|
| A. 64,828 total s.f. of landscaped open space required by Chapter 23 | | |
| B. Maximum lawn area (sod) permitted = 35 % (64,828 s.f.) = | 22,314 | 18,000 |

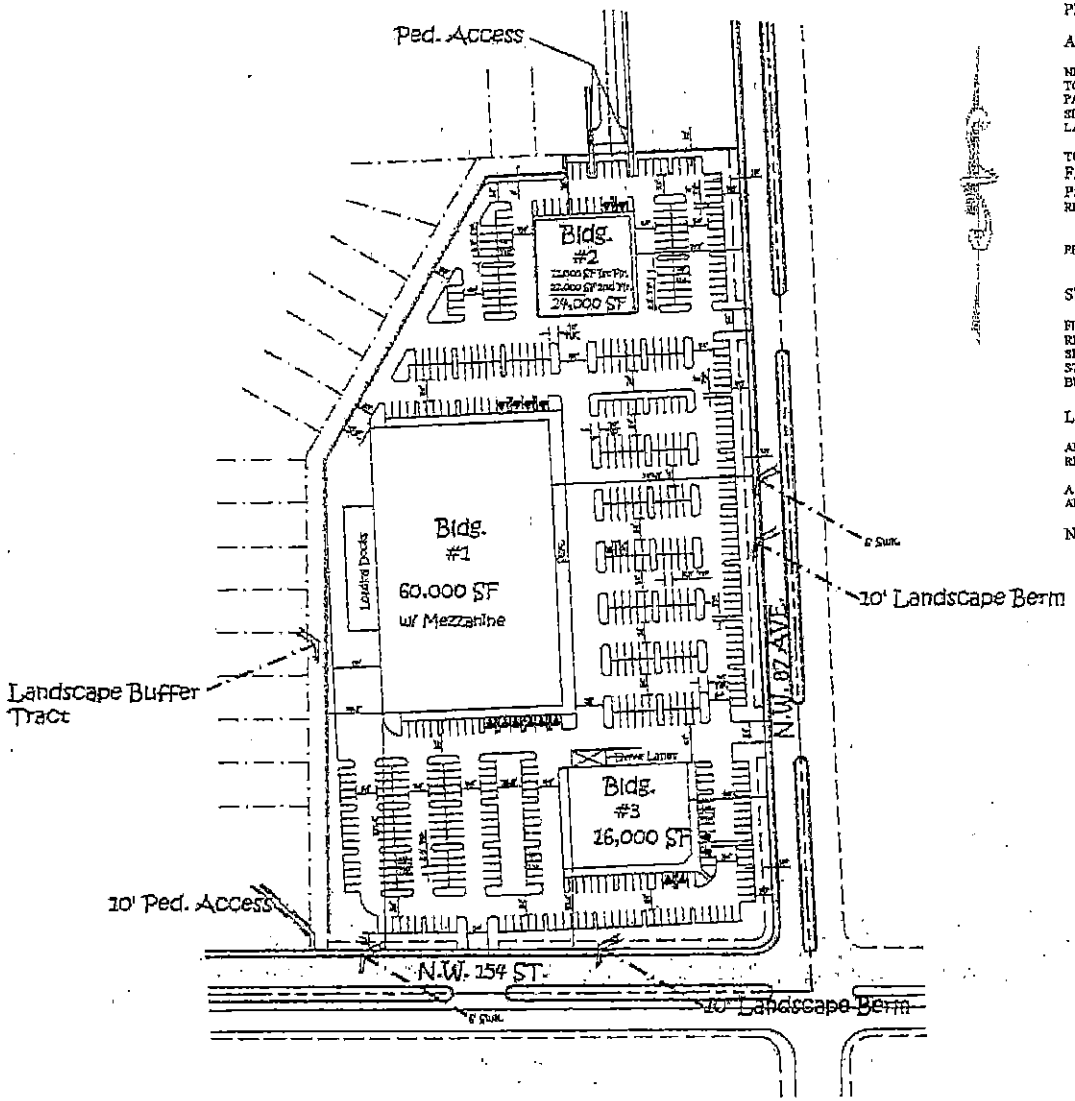
| TREES | | |
|---|---|---|
| A. No. trees required per lot: Lawn area (sod) area of lawn exceeding minimum sod footprint = 22 trees/1,000 net lot square (0.5) = | 200 | 200 |
| B. % Palms Allowed: No. trees provided (22 x 20 %) = % Palms provided: no exceed an amount equal to 15 % total x 20 % | N/A | N/A |
| C. % Shade required: No. trees provided (x 50 % = | 34 | 34 |
| D. Street trees (non-lawn average spacing of 30' o.c.): 1,400 lineal feet along street / 30 = | 47 | 47 |
| E. Street trees (planted directly adjacent present lines (maximum average spacing of 25' o.c.) _____ lineal feet along street / 25 = | N/A | N/A |
| TOTAL | 282 | 282 |

| SHRUBS | | |
|---|---|---|
| A. No. trees required x 10 = no. of shrubs allowed | 2,820 | 2,820 |
| B. No. shrubs allowed x 20 % = no. of native shrubs required | 564 | 780 |
| IRRIGATION PLANS: if required by Chapter 23 | Yes | Yes |

68

| | |
|---|---|
| DESIGN FIRM | COMMERCIAL TRACT LANDSCAPE PLAN |
| PROJECT | DUNNWOODY LAKE |
| OWNER/DEV. | BETTY & LOWELL DUNN |
| ROBERTS AND ASSOCIATES INC. | CONSULTING ENGINEERS & SURVEYORS |
| DRAWN | JPR |
| CHECKED | RJR |
| SCALE | 1"=60' |
| DATE | 02-08-02 |
| REVISIONS | |
| SHEET | L-3 |

EXHIBIT "E"




## DATA

PROPOSED ZONING BU-1A

| AREAS | | | | REQUIRED/ ALLOWED |
|---|---|---|---|---|
| NET SITE AREA | 413,957 SF | 9.50 AC. | 100.00 % | |
| TOTAL BUILDING AREA | 88,000 SF | 2.02 AC. | 21.26 % | |
| PAVEMENT AREA | 237,831 SF | 5.46 AC. | 57.45 % | |
| SIDEWALKS | 19,368 SF | 0.44 AC. | 4.68 % | |
| LANDSCAPE AREA | 68,758 SF | 1.58 AC. | 16.61 % | 15.5% |
| TOTAL FLOOR AREA | 100,000 SF | | | |
| FAR | 100,000/413,957 = | 0.24 | | 0.51 |

PARKING

| | | |
|---|---|---|
| REQUIRED | 100,000 SF / 250 SF/SP | 400 SPACES |
| HANDICAP SPACES | | 12 SPACES |
| PROVIDED | | 524 SPACES |
| HANDICAP SPACES | | 16 SPACES |

SETBACKS

| | REQUIRED/ALLOWED | PROVIDED (MIN.) |
|---|---|---|
| FRONT | 20 FEET | 90 FEET |
| REAR | 20 FEET | 27.6 FEET |
| SIDE | 15 FEET | 75 FEET |
| STREET SIDE | 15 FEET | 91 FEET |
| BUILDING HEIGHT | 35 FEET | 35 FEET (2 STORIES) |

LANDSCAPE BUFFERS

AN ADDITIONAL 20-FOOT LANDSCAPE BUFFER IS PROVIDED BETWEEN RESIDENTIAL AREA AND THE REAR OF THE BU-1A PARCEL. (AS SHOWN)

A 10-FOOT LANDSCAPING BERM IS PROVIDED ALONG THE PUBLIC RIGHT OF WAY, PLUS AN ADDITIONAL 10' OF LANDSCAPING.

NOTES: 1. USES PERMITTED AS PER RESTRICTIVE COVENANT.

69

ROBAYNA AND ASSOCIATES INC.

COMMERCIAL TRACT SITE PLAN

DUNNWOODY LAKE

BETTY & LOWELL DUNN

S-5

05-13-02

ORD #02-26
EXHIBIT F

This instrument prepared by:
Stanley B. Price, Esquire
Bilzin Sumberg Dunn Baena Price & Axelrod LLP
2500 First Union Financial Center
200 South Biscayne Boulevard
Miami, Florida 33131-2336

(Space Above For Recorder's Use Only)

# DECLARATION OF RESTRICTIONS

*WHEREAS*, the undersigned Owners hold the fee simple title to the land in the Town of Miami Lakes, Miami-Dade County, Florida, described in Exhibit "A" attached hereto and hereinafter called the "Property."

*WHEREAS*, Owners have filed a zoning application with the **Town of Miami Lakes** (sometimes referred to as the "Town") through the Miami-Dade County Department of Planning and Zoning referred to as Public Hearing Application No. 02-01 ("Application");

*IN ORDER TO ASSURE* the Town that the representations made to them by the Owners during consideration of Public Hearing No. 02-01 will be abided by the Owners, their successors or assigns freely, voluntarily and without duress, the Owners make the following Declaration of Restrictions covering and running with the Property:

(1) That the Property shall be developed in substantial compliance with the plans entitled "Dunnwoody Lake" as prepared by Robayna and Associates, Inc., consisting of 8 sheets labeled S-1, S-4 and S-5 dated last revised October 2, 2002, sheets S-3, L-1 and L-3 dated last revised September 18, 2002, sheet S-2 dated last revised July 17, 2002, and sheet L-2 dated August 8, 2002.

(2) That the residential development of the Property shall be limited to no more than 509 units. No zoning application to increase the density in excess of 509 residential units may be filed with the Town without the express written consent of the Royal Palm Homeowners Association or its successor thereto.

(3) That notwithstanding the requested RU-3M zoning classification for the residential portion of the Property, the residential portion of the Property along the northern,

eastern and southern perimeters of the Property shall be limited to single-family detached homes as shown on the site plan described in paragraph one (1) herein.

(4) The development of the residential portion of the site shall be phased such that there will be balanced and concurrent development of the represented housing types. Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential phasing plan in accordance with this paragraph.

(5) The Owners, their successors or assigns, shall construct or cause to be constructed an automatically operated underground irrigation system to service all landscaped areas as shown on the site plan described in paragraph one (1). Prior to the issuance of the first residential building permit, the Owners, their successors or assigns, shall submit to the Town for approval, a residential landscaping and irrigation plan in accordance with this paragraph. Automatically operated irrigation will be provided in all parts of the development, including rights-of-way, parks, common areas and roads constructed by the Owners, their successors or assigns.

(6) Prior to the submission of an application for the first building permit, Owners, their successors or assigns, will submit to the Town for approval a homeowners association document which will provide for high quality architectural controls, an architectural review committee and assurances that the maintenance of all properties within the subdivision will be maintained solely by the association and at no cost or liability to the Town. The homeowners association shall be fully responsible for the maintenance of the lake and landscaping within the subdivision.

(7) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed a wall along the residential portion of the east property line adjacent to N.W. 87th Avenue and the residential portion of the south property line adjacent to N.W. 154th Street, subject to approval of the Town. This wall shall also separate the commercial and residential properties. Maintenance and repair of the wall shall be the sole responsibility and obligation of the homeowners association as described in paragraph six (6) herein.

(8) Recreational use of the lake as shown on the site plan described in paragraph one (1) herein shall exclude the operation of motorized vessels including, but not limited to, motorized boats and jet skis.

(9) In order to help meet the future educational needs generated by this Application, the Owners, their successors or assigns, shall voluntarily contribute funds to the Town equal to Three Hundred Thousand Dollars ($300,000) (the "Contribution"). However, this Contribution is intended to be used for educational purposes specifically serving the children of the Town. The total Contribution shall be made

in one (1) payment in the amount of $300,000 prior to issuance of the first residential building permit for any portion of the Property or after the effective date of an executed interlocal agreement between the Town and the Miami-Dade County School Board, whichever is later. Once the interlocal agreement is in effect, the Contribution shall be transferred to the School Board pursuant to the interlocal agreement. The Owners, their successors or assigns, acknowledge and agree that the Contribution to the Town shall not entitle the Owners or their successors or assigns to a credit against the amount of the educational facilities impact fee that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. The Owners, their successors or assigns, intend to construct a total of 509 units and the amount of the contribution is based on this amount. To the extent that less than 509 units are approved by the Town Council of the Town, the amount of the Contribution shall be reduced on a pro rata basis.

(10) Development of the commercial portion of the Property shall not commence until such time as the Owners, their successors or assigns, have presented the Town with a final site plan detailing the proposed commercial development(s) and the same has been approved by the Town after public hearing.

(11) Despite the commercial zoning on a portion of the Property as depicted on the site plan referenced in paragraph one (1), the commercial uses shall be limited to:

(a) Grocery stores;
(b) Drugstores, including drive-thru facilities;
(c) Restaurants and drive-thru restaurants;
(d) Office buildings and related uses;
(e) Banking and financial institutions, including drive-thru facilities; and
(f) Other neighborhood retail and service uses.

(12) The commercial portion of the Property shall not be developed with gasoline service stations, free-standing convenience stores, pawn shops, liquor stores, adult entertainment uses, or other uses specifically prohibited by the Town's Code of Ordinances.

(13) That prior to the issuance of the first building permit, Owners, their successors or assigns, shall, at no cost to the Town, dedicate (a) to Miami-Dade County its portion of the required right-of-way for N.W. 87th Avenue in Section 16, Township 52 South, Range 40 East, and (b) to the Town its portion of the required right-of-way for N.W. 154th Street in Section 16, Township 52 South, Range 40 East.

(14) Prior to issuance of the first residential building permit, Owners, their successors or assigns, shall construct or cause to be constructed N.W. 154th Street at no cost to the Town. Said construction shall be in accordance with the applicable standards of the Town and Miami-Dade County. Construction of N.W. 154th Street shall consist of constructing a four-lane roadway adjacent to N.W. 87th Avenue, from approximately N.W. 84th Avenue (from the west end of the current four lane section) to approximately 60 feet west of N.W. 89th Avenue, as illustrated on the plans described in paragraph one (1). The proposed construction of N.W. 154th Street shall connect to the ending paved roadway located west of N.W. 84th Avenue.

(15) At no cost to the Town, Owners, their successors or assigns, shall construct or cause to be constructed lighted, landscaped, and irrigated roadway medians and swales along those portions of the roads adjacent to the Property which are constructed by them, including as applicable, N.W. 154th Street or the portion of N.W. 87th Avenue located in Section 16, Township 52 South, Range 40 East. Said lighting fixtures and landscaping design shall be comparable or higher than the aesthetic quality of roadway medians and swales existing in the immediate surrounding area, as acceptable to the Town.

(16) Owners, their successors or assigns, agree that prior to the submission of an application for the first building permit, it will submit to the Town for approval a detailed plan illustrating all tot lots and parks as shown on the plans detailed in paragraph one (1). The Property shall contain at least 3.85± acres of parks or Owners, their successors or assigns shall provide to the Town the fair market value cash contribution on a pro rata basis for any deficiency for park land as amended by the Town's Comprehensive Plan. The Owners, their successors or assigns agree that such park acreage or cash contribution in lieu of park acreage shall not entitle the Owners, their successors or assigns to a credit against the amount of park impact fees that will be assessed against the future development of the Property under the park impact fee ordinance.

(17) **Sale of Property to Fire Department**.

(a) In order to further address the impact of the development of the Property on the Miami-Dade County Fire Rescue Department (the "Fire Department"), and to help meet the future Fire Department needs generated by this application and other development in the Town, the Owners, their successors or assigns, hereby agree to offer to the Fire Department for the construction of a fire rescue station that certain site consisting of approximately 200' x 200' located due west of the commercial property as depicted on the plans

referenced in paragraph one (1) and fronting on N.W. 154th Street. A copy of the proposed area is attached as Exhibit "B" to this Agreement ("Fire Department Site").

(b) The Fire Department shall have, until April 9, 2003, an irrevocable option to purchase the Fire Department Site. The Fire Department must exercise this option in writing, to the Owners, their successors or assigns, within this period, or the option automatically expires at which time the Owners, their successors or assigns, are under no obligation whatsoever to sell the Fire Department Site to the Fire Department and the Fire Department Site will be developed with residential units substantially in accordance with the site plans referenced in paragraph one (1). However, if the Fire Department exercises its option, the Fire Department shall have until October 9, 2003 to close on the Fire Station Site.

If the Fire Department exercises its option referenced in this paragraph 17, the Owners must provide a legal description of the Fire Department Site. The Fire Department shall, at its own expense, secure an appraisal for the Property to determine the fair market value of the Property. In the event the Owners, their successors or assigns dispute the appraisal amount, Owner shall be entitled to obtain an additional appraisal at its own expense. If the two appraisals differ by less than 5 %, the Fire Department appraisal shall govern. In the event the appraisals differ by greater than 5%, the Fire Department and Owners shall agree on a third appraisal. The Fire Department and Owners, their successors or assigns shall be bound by either the original Fire Department appraisal or the third appraisal, whichever is greater.

(c) Should the Fire Department elect to purchase the Fire Department Site, it shall be responsible for their costs associated with rezoning the Fire Department Site with the Town of Miami Lakes, and for all costs associated with replatting the Fire Department Site to create a separate platted parcel. The Owners, their successors or assigns agree to fully cooperate and execute all documents necessary to effectuate the change in the approved site plan.

(d) In the event the Fire Department elects to exercise its option, final transfer of the Property shall occur by a warranty deed free of all encumbrances and liens.

(e) The Owners, its successors or assigns agree that the sale of the Fire Department Site to the Fire Department shall not entitle the Owners, their successors or assigns to a credit against the amount of fire impact fees that

will be assessed against the future development of the Property under Chapter 33J of the Code of Miami-Dade County.

(f) Owners, their successors or assigns shall provide all utilities including water lines, sewer lines, electric service, and telephone service at the perimeter of the Fire Department Site in a sufficient operational state to meet all applicable building and zoning codes and support full development of a fire station. The Owners, their successors or assigns shall provide, at their expense, paved road access along N.W. 154th Street to the fire station site.

(g) Nothing contained in this paragraph 17 of this Agreement shall be interpreted to preclude Owners, their successors or assigns from proceeding with the development of the remainder of the Property during the above-described option period, except for the Fire Department Site.

(18) **Town Inspection**. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the Town of Miami Lakes, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

(19) **Covenant Running with the Land**. This Declaration on the part of the Owners shall constitute a covenant running with the land and shall be recorded, at Owners' expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owners, and their heirs, successors or assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

(20) **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 a majority of 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 Town of Miami Lakes.

(21) **Modification, Amendment, Release.**

(a) This Declaration may be modified, amended or released as to the residential portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the residential portion of the Property provided that the same is also approved by the Town Council after public hearing.

(b) This Declaration may be modified, amended or released as to the commercial portion of the Property herein described, or any portion thereof, by a written instrument, including joinders of all mortgagees, if any, executed by the then owner(s) of all of the commercial portion of the Property provided that the same is also approved by the Town Council after public hearing.

(c) Should this Declaration be so modified, amended or released, the Town Manager or the executive officer of the successor of such Town Manager, or in the absence of such Manager or executive officer, by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

(22) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. 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 the services of his or her attorney. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

(23) **Authorization for Town of Miami Lakes to Withhold Permits and Inspections.** In the event payments or improvements or donations are not made in accordance with the terms of this Declaration, in addition to any other remedies available, the Town is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

(24) **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 it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

(25) **Severability.** Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions which shall remain in full force and effect.

(26) **Recording**. This Declaration shall become final and shall be filed of record in the public records of Miami-Dade County, Florida at the cost of the Owners following the adoption by the Town Council of a final ordinance approving the application and expiration of all appellate time frames.

[SIGNATURE PAGES FOLLOW]

Signed, witnessed, executed and acknowledged this ___ day of _____, 2002.

**Witnesses:**

Lowell S. Dunn

Print Name: Sharra Moreno

Print Name: Mercy Candura

Betty L. Dunn

Print Name: Sharra Moreno

Print Name: Mercy Candura

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by LOWELL S. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public
Sign Name: Kathy M Rangel
Print Name: KATHY M RANGEL
My Commission Expires: 7-8-03
Serial No. (None, if blank): CC852844
[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL
KATHY M RANGEL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC852844
MY COMMISSION EXP. JULY 8,2003

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10/1/2002

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STATE OF FLORIDA }
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me this 4 day of OCTOBER, 2002 by BETTY L. DUNN who is personally known to me or produced a valid driver's license as identification.

Notary Public
Sign Name: Kathy M Rangel
Print Name: KATHY M RANGEL

My Commission Expires: 7-8-2003

Serial No. (None, if blank): CC852844
[NOTARIAL SEAL]

OFFICIAL NOTARY SEAL
KATHY M RANGEL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC852844
MY COMMISSION EXP. JULY 8,2003

EXHIBIT A

# LEGAL DESCRIPTION

DESCRIPTION OF A PORTION OF LAND BEING AND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHEAST ONE-QUARTER OF SECTION 16, TOWNSHIP 52 SOUTH RANGE 40 EAST:

LESS
BEGINNING AT THE SOUTHEAST CORNER OF THE ABOVE MENTIONED SECTION 16, THENCE N89d34'49"E ALONG THE SOUTH LINE OF SECTION 16 FOR A DISTANCE OF 1441.84 FEET, THENCE N00d25'14"W FOR A DISTANCE OF 140.00 FEET, THENCE S89d34'48"W FOR A DISTANCE OF 1197.72 FEET TO THE WEST LINE OF THE SOUTHEAST QUARTER OF SECTION 16, THENCE S02d37'29"E FOR A DISTANCE OF 140.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 156.20 ACRES MORE OR LESS.

EXHIBIT "B"

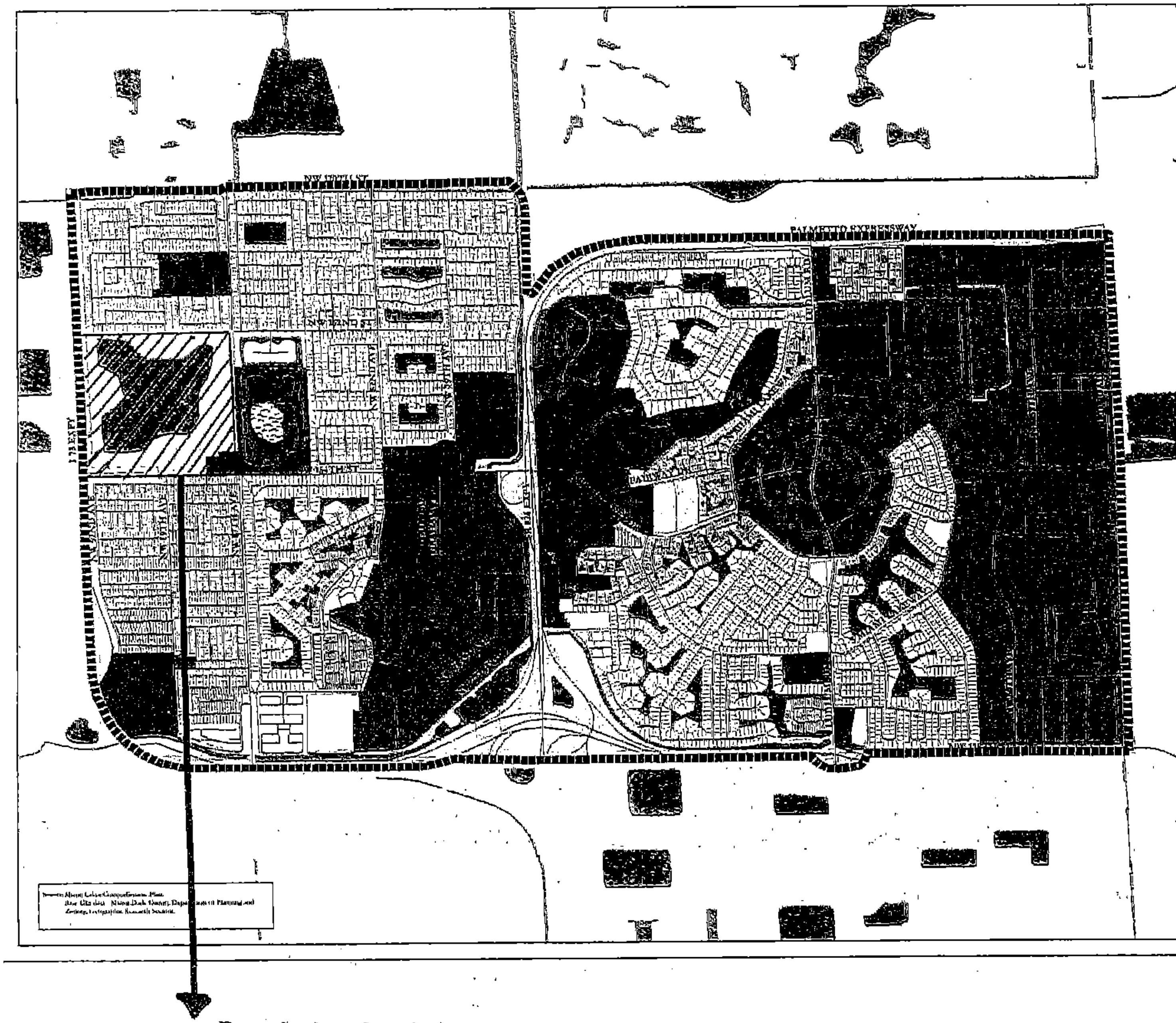
LEGAL DESCRIPTION OF THE PROPOSED FIRE STATION SITE

A PORTION OF LAND LYING AND BEING AT THE SE ¼ OF SECTION 16, TOWNSHIP 52 SOUTH, RANGE 40 EAST IN MIAMI-DADE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SE CORNER OF SAID SECTION 16; THENCE S89°34'49"W, ALONG THE SOUTH LINE OF THE SE ¼ OF SAID SECTION 16 FOR A DISTANCE OF 553.30 FEET TO A POINT; THENCE N00°25'11"W FOR 50.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°25'11"W FOR 205.00 FEET; THENCE S89°34'49"W FOR 183.65 FEET; THENCE S 29°27'42"W FOR 32.70 FEET; THENCE S00°25'11"E FOR 176.55 FEET TO A POINT ON A LINE 40 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SE ¼ OF SECTION 16; THENCE N89°34'49"E ALONG THE PREVIOUSLY DESCRIBED LINE FOR 200.00 FEET TO THE POINT OF BEGINNING. CONTAINING 0.94 ACRES MORE OR LESS.

# EXHIBIT 9

## FUTURE LAND USE




# Town of Miami Lakes

## Future Land Use Element Data Inventory and Analysis

### Figure 1-3: Future Land Use Map

**Legend**

- Low-Density Residential
- Low-Medium Density Residential
- Medium Density Residential
- Medium-High Density Residential
- Town Center Mixed-Use
- Office/Residential
- Institutional and Public Facility
- Business and Office
- Industrial and Office
- Parks and Recreation
- Environmentally Protected Parks
- Transportation
- Lakes and Canals
- Town of Miami Lakes Boundary
- Roads

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Miles

Kimley-Horn and Associates, Inc.

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Boundaries of the District

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## EXHIBIT 10

## STATEMENT OF ESTIMATED REGULATORY COSTS

**STATEMENT OF ESTIMATED REGULATORY COSTS**
**Centre Lake Community Development District**

## 1.0 Introduction

### 1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the Centre Lake Community Development District ("District" or "CDD"), and other affiliated and participating companies ("Petitioners") are planning a 142.67 +/- acre residential community, ("Project"), located west of NW 87th Avenue, south of NW 162 Street and north of NW 154th Street in the Town of Miami Lakes ("Town"), Miami-Dade County ("County"), Florida.

The District will provide community infrastructure that will serve all the land in the proposed District. The District plans to provide community infrastructure including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, off-site roadway improvements, and perimeter landscaping (the "Infrastructure"). The District plans to finance the Infrastructure by issuing bonds ("Bonds") secured by, among other things, proceeds of non-ad valorem special assessments (the "Assessments") levied on land within the District that will specially benefit from the Infrastructure all as discussed more fully below.

### 1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), Fla.Stat. (governing District formation or alteration) as follows:

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

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, to the 142.67 +/- acres comprising the Project. The current development plan for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

**Table 1. Centre Lake Community Development District Development Program**

| *Land Uses* | *Number of units* |
|---|---|
| Single Family Homes | 256 |
| Townhomes | 226 |

## 1.3 Requirements for Statement of Estimated Regulatory Costs.

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

(a) An economic analysis showing whether the rule directly or indirectly:

1. 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;

2. 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 implementation of the rule; or

3. 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, 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, F.S., and an analysis of the impact on small counties and small cities as defined

by Section 120.52, Fla.Stat. The Town is not defined as a small city 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)[of Section 120.541, Fla. Stat.] and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

**2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) 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; (2) 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 implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.**

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

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

As noted above, the proposed District will provide Infrastructure and related services to the 142.67 +/- acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operation and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of (a) 256 single-family units; and (b) 226 townhome units. All owners of the undeveloped land within the District boundaries will also be under the jurisdiction of the District.

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

**4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres. Therefore, the County will review and act upon the petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County and the Town of Miami Lakes

This petition to establish the District will require the County to review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission. The Town will also be requested to review the petition and adopt a resolution approving establishment of the District.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the Town and the County already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the Town and the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioners will pay all statutorily prescribed filing fees.

The Town and the County will incur only a small additional annual cost if this petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the Town and the County with its budget each year, but no Town or County action is required.

## 4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development.



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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 other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

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

The District will provide Infrastructure and related services to the land in the District, as outlined in Table 2 below. The District will fund, own, operate and maintain the stormwater management system and perimeter landscaping. The District will also fund the water distribution system, wastewater collection system and off-site public roadways, all of which will be owned by the County or Town, and the County or Town will operate and maintain these public infrastructure facilities.

**Table 2. Proposed Facilities and Services**

| *Facility* | *Funded By* | *O&M By* | *Ownership* |
|---|---|---|---|
| Stormwater Management System | CDD | CDD | CDD |
| Water Distribution System | CDD | County | County |
| Wastewater Collection System | CDD | County | County |
| Off-site Roadway Improvements | CDD | County/Town | County/Town |
| Perimeter Landscaping | CDD | CDD | CDD |

Petitioners have estimated the costs for providing the Improvements as outlined in Table 2, and such costs are shown in Table 3. Total costs for this Infrastructure are estimated to be approximately $10,948,010.42. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

**Table 3. Summary of Estimated Capital Costs for Proposed Centre Lake Community Development District**

| *Infrastructure* | *Total* |
|---|---|
| Stormwater Management System | $2,085,900.00 |
| Water Distribution System | $1,628,502.00 |
| Wastewater Collection System | $3,891,626.24 |
| Off-Site Roadway Improvements | $2,941,982.18 |

| | |
|---|---|
| Perimeter Landscaping | $400,000.00 |
| Total | $10,948,010.42 |

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 Bonds. 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.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

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, Town provision (directly or via a dependent special district), or through developer bank loans.

**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, F.S.**

There will be no impact on small businesses because of the formation of the proposed District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The development is located in the Town of Miami Lakes. As of the Census date, the 2010 Census, the Town has a population in excess of 10,000 people. Therefore, the proposed District is not located in a Town defined as a "small city" (10,000) according to Section 120.52, Fla. Stat.

**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 Petitioner's Engineer and other professionals associated with Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the Town or County could approve a dependent special district for the area, such as a Municipal Service Benefit Unit ("MSBU") or a special taxing district under Chapter 170, F.S. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

However, each of these alternatives is inferior to the District. Unlike the District, the alternatives would require the Town or County to continue to administer the Project and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other Town or County responsibilities.

Another alternative to the District would be for the developer to provide the Infrastructure and to use a property owners association ("POA") for operation and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

## APPENDIX A
## LIST OF REPORTING REQUIREMENTS

| REPORT | FLORIDA STATUTE CITE | DATE |
|---|---|---|
| Annual Financial Audit | 11.45 | 12 months after end of fiscal year |
| Annual Financial Report (AFR) | 218.32 | by March 31 |
| TRIM Compliance Report | 200.068 | 30 days after adoption of assessment resolution |
| Form 1 - Limited Financial Disclosure | 112.3144 | by July 1 |
| Public Depositor | 215 | by November 15 |
| Proposed Budget | 190.008 | sixty (60) days prior to adoption of final budget |
| Public Meetings Schedule | 189.417 | beginning of fiscal year |
| Bond Report | 218.38 | When issued |

**EXHIBIT 11**

**RESOLUTION OF THE TOWN COUNCIL THE TOWN OF MIAMI LAKES SUPPORTING THE ESTABLISHMENT OF THE DISTRICT**

RESOLUTION NO. 15-3335

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, SUPPORTING THE ESTABLISHMENT OF THE CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT FOR THE PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF NORTHWEST 87 AVENUE AND NORTHWEST 154 STREET AND BEING A PORTION OF MIAMI-DADE COUNTY TAX FOLIO NUMBER 32-2016-000-0020 ("DUNNWOODY LAKE"); PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS,** F71-1, LLC (the "Owner") owns that certain parcel of land generally located at the northwest corner of Northwest 87 Avenue and Northwest 154 Street within the boundaries of the Town of Miami Lakes (the "Town"), which is a portion of Miami-Dade County Tax Folio No. 32-2016-000-0020 ("Dunnwoody Lake" or "Property"), the legal description of which is attached hereto as Exhibit A;

**WHEREAS,** the Owner has requested a resolution supporting the future establishment by Miami-Dade County Board of County Commissioners of the Centre Lake Community Development District for the Property (the "CDD");

**WHEREAS,** Town finds that it is in the best interests of the Town and its residents to support the establishment of the CDD as a reasonable alternative to the financing, construction, delivery and long-term operation and management of basic infrastructure servicing the proposed development on the Property, pursuant to the County Code and Chapter 190, Florida Statutes.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF MIAMI LAKES, FLORIDA, AS FOLLOWS:**

Section 1. The above Recitals are true and correct and incorporated herein by this reference.

**Section 2.** The Town Council of the Town of Miami Lakes hereby supports the petition for the establishment of the CDD for the Property, a copy of which is attached to this resolution as Exhibit B.

**Section 3.** The Owner, or its successors and assigns, shall provide to the Town, after creation of the CDD, the names and addresses of the professional staff that will manage the CDD and will update such information, as necessary.

**Section 4.** This Resolution shall become effective upon its passage and adoption by the Town Council.

**PASSED AND ADOPTED** this 3rd day of November, 2015.

Motion to adopt by Tim Daubert, second by Ceasar Mestre.

**FINAL VOTE AT ADOPTION**

| | |
|---|---|
| Mayor Michael A. Pizzi, Jr. | yes |
| Vice Mayor Manny Cid | no |
| Councilmember Tim Daubert | yes |
| Councilmember Tony Lama | absent |
| Councilmember Ceasar Mestre | yes |
| Councilmember Frank Mingo | yes |
| Councilmember Nelson Rodriguez | yes |

Michael A. Pizzi, Jr.
MAYOR

Attest:

Gina Inguanzo
TOWN CLERK

Approved as to Form and Legal Sufficiency

Raul Gastesi
TOWN ATTORNEY

**EXHIBIT A**

**LEGAL DESCRIPTION**

Folio No. 32-2016-000-0020 (Partial)

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S89°34'49"W along the South line of the

Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N00°25'11"E for 50.00 feet to the Point of Beginning; thence S89°34'49"W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point; thence N00°25'11"W for 564.21 feet to a point; thence N29°56'58"E for 375.94 feet to a point; thence N87°24'00"E for 87.27 feet to a point; thence N02°36'00"W for 20.00 feet to a point; thence N87°24'00"E for 200.00 feet; thence S02°36'00"E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92°10'49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

Begin at the Center of said Section 16; thence S02°37'29"E along the West line of the S.E. 1/4 of said Section 16 and the East Right-of-Way line of state road No.93 (I-75), Section 87075 - 2402. Sheet 8 of 10, of the Public Records of Miami-Dade County, Florida, for a distance of 2501.81 feet; thence N89°34'49"E, along a line 140.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 1203.07 feet; thence S00°25'11"E, for a distance of 90.00 feet; thence N89°34'49"E, along a line 50.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 888.59 feet; thence N00°25'11"W for a distance of 564.21 feet; thence N29°56'58"E for a distance of 375.94 feet; thence N87°24'00"E for a distance of 87.27 feet; thence N02°36'00"W for a distance of 20.00 feet; thence N87°24'00"E for a distance of 200.00 feet; thence N02°36'00"W, along a line 40.00 feet West of and parallel with the East line of the S.E. 1/4 of said Section 16, for a distance of 1637.84 feet; thence S89°31'58"W, along the North line of the S.E. 1/4 of said Section 16, for a distance of 2600.60 feet to the Point of Beginning.

## EXHIBIT 12

## DECLARATION OF RESTRICTIVE COVENANTS

| This instrument was prepared by: | |
|---|---|
| Name:<br>Address: | |
| | (Space Reserved for Clerk) |

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owners (collectively, "Owner") hold 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 Centre Lake Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (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, roadways, drainage, and landscaping; and

WHEREAS, this Declaration of Restrictive Covenants and the covenants herein created apply solely to the Prospective Initial Purchasers of improved residential units within the Property; 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.Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential 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 $51,000 FOR A SINGLE FAMILY UNIT AND $33,000 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,356.82 FOR A SINGLE FAMILY UNIT AND $17,054.41 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,700 FOR A SINGLE FAMILY UNIT; AND $1,100 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.1 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 $51,000 FOR A SINGLE FAMILY UNIT; AND $33,000 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,356.82 FOR A SINGLE FAMILY UNIT; AND $17,054.41 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,700 FOR A SINGLE FAMILY UNIT; AND $1,100 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.
>
> PURCHASER'S INITIALS: _____ _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

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

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section

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

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A *[LATE NOTICE* or *EXTENDED LATE NOTICE]* UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]*. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE

PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

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

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [*INSERT PURCHASE PRICE INFORMATION*]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $51,000 FOR A SINGLE FAMILY UNIT; AND $33,000 FOR A TOWNHOME UNIT. THE DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $26,356.82 FOR A SINGLE FAMILY UNIT; AND $17,054.41 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,700 FOR A SINGLE FAMILY UNIT; AND $1,100 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING.

PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

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

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

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

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as

set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the

amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

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

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

CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE CENTRE LAKE 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 CENTRE LAKE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN CENTRE LAKE. A PURCHASER OF PROPERTY IN CENTRE LAKE 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 CENTRE LAKE 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 THE CENTRE LAKE 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 Miami-Dade County Water and Sewer Department ("WASD"), 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 WASD in accordance with its general policies and procedures for providing service throughout the County.

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 submit to the County a complete application, including any municipal approvals, 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 and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of 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



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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 have set their hands and seals to this Declaration of Restrictive Covenants this 4th day of February 2016.

OWNER:

LENNAR HOMES, LLC

By: _____

Name: Greg McPherson

Title: VP

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by Greg McPherson, the managing member of Lennar this 4th day of February, 2016, who is personally known to me or who produced _____ as identification.

OLGA HERNANDEZ
Notary Public - State of Florida
Commission # FF 199037
My Comm. Expires Feb 12, 2019

Olga Hernandez
Notary Public, State of _____
Print Name: Olga Hernandez
My commission expires: _____

**Exhibit A**

**LEGAL DESCRIPTION**

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S 89° 34' 49" W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N 00° 25' 11" E for 50.00 feet to the Point of Beginning; thence S 89° 34' 49" W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point ; thence N 00° 25' 11" W for 564.21 feet to a point; thence N 29° 56' 58" E for 375.94 feet to a point; thence N 87° 24' 00" E for 87.27 feet to a point; thence N 02° 36' 00" W for 20.00 feet to a point; thence N 87° 24' 00" E for 200.00 feet; thence S 02° 36' 00" E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92° 10' 49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

# Exhibit B

## CDD NOTICE

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

| Type of Dwelling Unit (and Phase, if Applicable) | Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below) | Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below) | Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below) |
|---|---|---|---|
| Single Family Unit | $1,700.00 | $124.00 | $1,824.00 |
| Townhome Unit | $1,100.00 | $124.00 | $1,224.00 |

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

| Type of Dwelling Unit (and Phase, if Applicable) | Estimated 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 | $124.00 | $0 | $141.67 |
| Townhome Unit | $124.00 | $0 | $91.67 |

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 | $26,356.82 | $51,000 |
| Townhome Unit | $17,054.41 | $33,000 |

_____ _____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Centre Lake (the "**Development**") are also located within the boundaries of the Centre Lake 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 **$1,700.00** (approximately **$141.67** per month) for a single family unit; and

**$1,100.00** (approximately **$91.67**) for a townhome unit, 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 **$51,000.00** for a single family unit; and **$33,000.00** for a townhome unit.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

**3.4** District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **$124.00** 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: _____

"EXHIBIT B to the Ordinance"

Legal Description

EXHIBIT A

LEGAL DESCRIPTION

The Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying and being in Miami-Dade County, Florida, LESS AND EXCEPT that portion thereof lying within the lands designated as part of Parcel No. 102 and conveyed to the State of Florida Department of Transportation, pursuant to that Deed recorded in Official Records Book 9942, Page 1740, of the Public Records of Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof acquired by Miami-Dade County, Florida pursuant to that Final Judgment recorded in Official Records Book 27731, Page 2513, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel No. 1: The East 40.00 feet of the South 1275.00 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida;

and,

Parcel No. 1A; The East 40 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, Miami-Dade County, Florida, LESS the South 1275.00 feet thereof.

FURTHER LESS AND EXCEPT that portion thereof conveyed to the Town of Miami Lakes pursuant to that Right-of-Way Deed recorded in Official Records Book 28429, Page 801, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

Parcel II: The South 50 feet of the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, lying East of Interstate 75 (State Road Number 93) Ramp Limited Access Right-of-Way line as shown on Florida Department of Transportation Right-of-Way Map for Section 87075-2401, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof conveyed to Miami-Dade County, Florida pursuant to that Quit-Claim Deed recorded in Official Records Book 28634, Page 307, of the Public Records of Miami-Dade County, Florida, as to the following described lands:

The external area formed by a 25-foot radius arc concave to the Northwest and tangent to the West line of the East 40 feet of said Section 16 and tangent to the North line of the South 50 feet of said Section 16, Miami-Dade County, Florida.

FURTHER LESS AND EXCEPT that portion thereof described as follows:

A portion of land lying and being in the Southeast 1/4 of Section 16, Township 52 South, Range 40 East, in Miami-Dade County, Florida; being more particularly described as follows:

Commencing at the Southeast corner of said Section 16; thence S89°34'49"W along the South line of the Southeast 1/4 of said Section 16, for a distance of 67.90 feet to a point; thence N00°25'11"E for 50.00 feet

to the Point of Beginning; thence S89°34'49"W along a line 50 feet North of and parallel with the South line of the Southeast 1/4 of said Section 16 a distance of 485.40 feet to a point; thence N00°25'11"W for 564.21 feet to a point; thence N29°56'58"E for 375.94 feet to a point; thence N87°24'00"E for 87.27 feet to a point; thence N02°36'00"W for 20.00 feet to a point; thence N87°24'00"E for 200.00 feet; thence S02°36'00"E along a line 40 feet West of and parallel with the East line of the Southeast 1/4 of Section 16 a distance of 894.18 feet to a point of curvature of a circular curve concave to the Northwest and having for its elements a central angle of 92°10'49", a radius of 25.00 feet, an arc distance of 40.22 feet and a chord distance of 36.02 feet to the Point of Beginning.

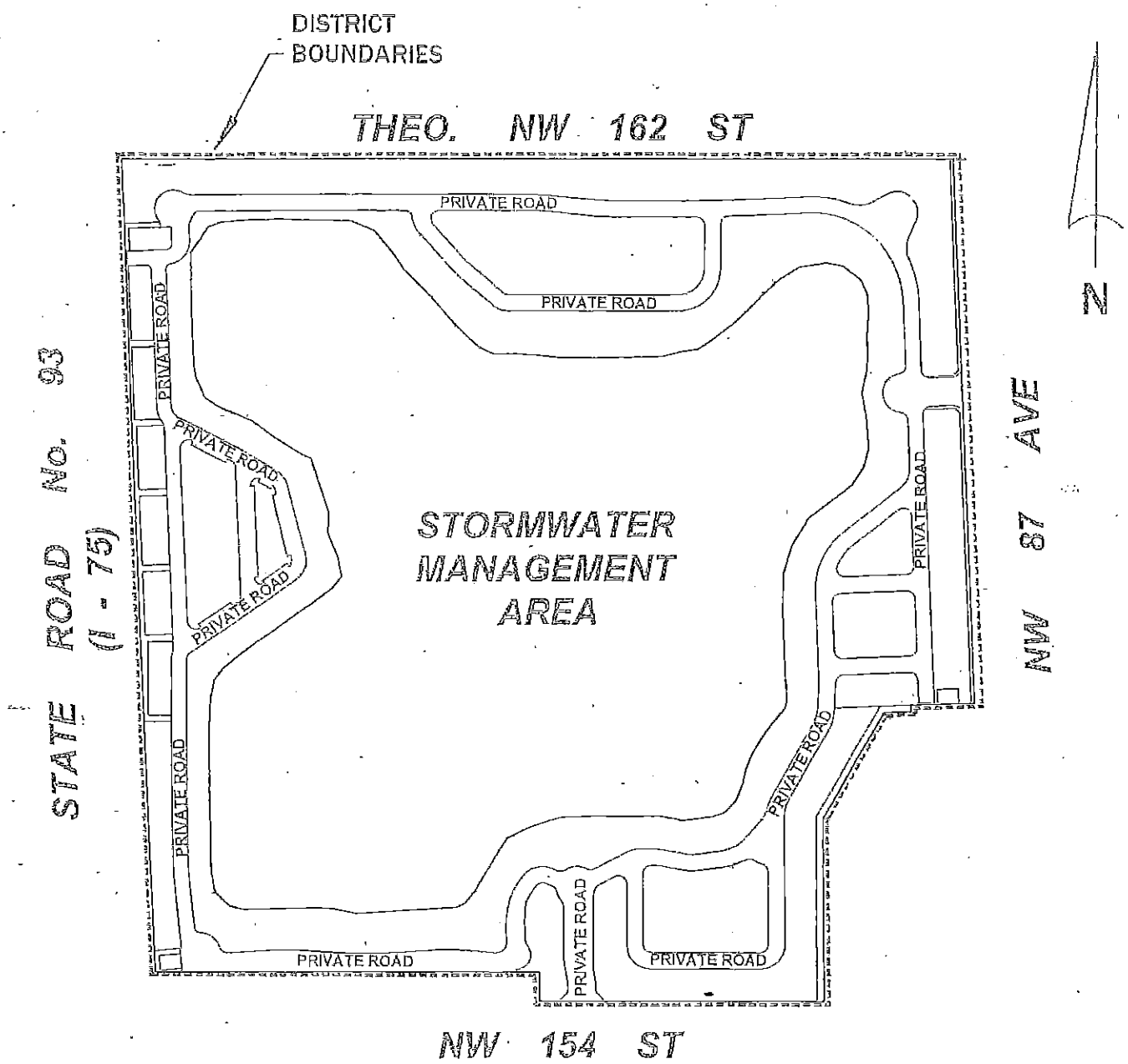
ALL OF SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALSO KNOWN AS:

Begin at the Center of said Section 16; thence S02°37'29"E along the West line of the S.E. 1/4 of said Section 16 and the East Right-of-Way line of state road No.93 (I-75), Section 87075 - 2402. Sheet 8 of 10, of the Public Records of Miami-Dade County, Florida, for a distance of 2501.81 feet; thence N89°34'49"E, along a line 140.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 1203.07 feet; thence S00°25'11"E, for a distance of 90.00 feet; thence N89°34'49"E, along a line 50.00 feet North of and parallel with the South line of the S.E. 1/4 of said Section 16, for a distance of 888.59 feet; thence N00°25'11"W for a distance of 564.21 feet; thence N29°56'58"E for a distance of 375.94 feet; thence N87°24'00"E for a distance of 87.27 feet; thence N02°36'00"W for a distance of 20.00 feet; thence N87°24'00"E for a distance of 200.00 feet; thence N02°36'00"W, along a line 40.00 feet West of and parallel with the East line of the S.E. 1/4 of said Section 16, for a distance of 1637.84 feet; thence S89°31'58"W, along the North line of the S.E. 1/4 of said Section 16, for a distance of 2600.60 feet to the Point of Beginning.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch




# CENTRE LAKE

COMMUNITY DEVELOPMENT DISTRICT

(COMM.0013)
SECTION: 16- 52- 40

EXHIBIT "C" TO THE ORDINANCE