

# MEMORANDUM

Agenda Item No. 14(A)(1)

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**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

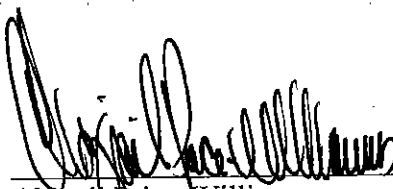
**DATE:** February 22, 2017

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

**SUBJECT:** Resolution declining conveyance from Williams Island Ventures, LLC to Miami-Dade County of 37.6 acres of real property for public park use in accordance with the Declaration of Restrictions recorded on July 28, 2004 in connection with an application for the amendment of the Comprehensive Development Master Plan

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The accompanying resolution was prepared by the Parks, Recreation and Open Spaces Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



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Abigail Price-Williams  
County Attorney

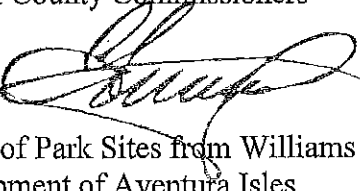
APW/smm

# Memorandum



**Date:** February 22, 2017

**To:** Honorable Chairman Esteban L. Bovo, Jr  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Declining Conveyance of Park Sites from Williams Island Ventures, LLC located within  
the Residential Development of Aventura Isles

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## **Recommendation**

It is recommended that the Board of County Commissioners (Board) decline the conveyance of real property, located surrounding the Aventura Isles development at NW 199 Street and NE 3 Court (Property), depicted in Exhibit A, from Williams Island Ventures, LLC (Developer). The Property consists of a 5-acre active park, 5-acre passive park, and 27.6-acre trail with a jogging path. Upon the Board's rejection of the conveyance, the Property will remain under the control of the Developer or the Aventura Isles Community Development District (CDD). However, notwithstanding the Board's rejection of the conveyance, the Property must be maintained and operated as a public park in accordance with recorded deed restrictions.

## **Scope**

The Aventura Isles development is located in Commission District 1, which is represented by Commissioner Barbara J. Jordan.

## **Fiscal Impact/Funding Source**

There is no fiscal impact to the County based on declining the conveyance of the Property. The parcels will remain in private ownership and the County will continue to collect assessed ad valorem taxes, which totaled \$9,863.00 in 2015.

## **Track Record/Monitor**

Alissa Turteltaub of the Planning Section of the Parks, Recreation and Open Spaces Department (PROS) will ensure monitoring of the non-conveyance.

## **Background**

In connection with the development approval process allowing the conversion of the former Williams Island golf course to a residential development with 653 units, the developer committed to dedicating the Property to the County for use as a public park. The developer's commitment to dedicate the Property as a public park site appears in three (3) recorded documents: (1) a Declaration of Restrictions recorded on July 28, 2004 (Exhibit B) in connection with an application to amend the Comprehensive Development Master Plan (CDMP); (2) a Planned Area Development Agreement recorded on March 31, 2006 (Exhibit C) in connection with Zoning Application No. 05-149; and (3) a Declaration of Covenants in Favor of Miami-Dade County recorded on April 4, 2014 (Exhibit D)

Each of these recorded documents provide that the conveyance of the Property to the County is subject to the County's acceptance of the Property. Under the Declaration of Restrictions made in connection with the CDMP application, if the County, through the Board of County Commissioners, declines acceptance of the Property, each component of the Property must be maintained by its owner "as a park pursuant to the provisions of Section 8." Specifically, Section 8 of the Declaration of Restrictions provides that upon the County's rejection of the Property:

the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the Owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property, or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. (See Exhibit B, paragraph 8 at page 6)

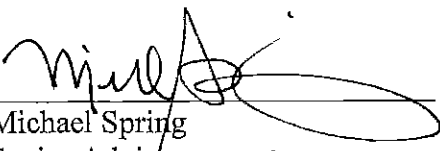
The residents and community of Aventura Isles have strongly requested that the Property be fully under the control of the CDD and Home Owners Association (HOA) for development, operation, maintenance, and security. Both the CDD and HOA are fully operational and willing to maintain and operate the Property in accordance with the Declaration of Restrictions.

In April 2013, the Board of County Commissioners approved Ordinance 13-38 establishing the Champion Lakes Multi-Purpose Special Taxing District (STD) (Exhibit E). The STD remains dormant at this time, however, it provides for the maintenance of the park areas, if it were to become activated upon the failure of the Community Development District or HOA.

In May 2013, the Board of County Commissioners approved Ordinance 13-44 (Exhibit F), establishing the Aventura Isles Community Development District (CDD) for the purpose of delivering community development facilities and services, including ownership and maintenance of the park areas.

In May 2016, an Amendment to Grant of Easement was issued to the Aventura Isles CDD from the owner, Williams Island Ventures, LLC, granting perpetual access to the CDD to the park areas for public park and irrigation purposes. The easement was recorded in Miami-Dade County Official Records Book 30078, Pages 4444-4447 (Exhibit G).

Attachments

  
Michael Spring  
Senior Advisor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Esteban L. Bovo, Jr.  
and Members, Board of County Commissioners

**DATE:** February 22, 2017

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

**SUBJECT:** Agenda Item No. 14(A)(1)

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. 14(A)(1)  
2-22-17

RESOLUTION NO. \_\_\_\_\_

RESOLUTION DECLINING CONVEYANCE FROM WILLIAMS ISLAND VENTURES, LLC TO MIAMI-DADE COUNTY OF 37.6 ACRES OF REAL PROPERTY FOR PUBLIC PARK USE IN ACCORDANCE WITH THE DECLARATION OF RESTRICTIONS RECORDED ON JULY 28, 2004 IN CONNECTION WITH AN APPLICATION FOR THE AMENDMENT OF THE COMPREHENSIVE DEVELOPMENT MASTER PLAN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that the Board declines the conveyance from Williams Island Ventures, LLC to Miami-Dade County of 37.6 acres of real property for public park use, as better depicted and described on the "Site Plan" and "Modified Site Plan" described in Exhibit D to the accompanying memorandum (the "Property"), provided that the Property shall be operated and maintained as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and as otherwise required by the Declaration of Restrictions attached as Exhibit B to the accompanying memorandum.

The foregoing resolution was offered by Commissioner  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

|                                     |                      |
|-------------------------------------|----------------------|
| Esteban L. Bovo, Jr., Chairman      |                      |
| Audrey M. Edmonson, Vice Chairwoman |                      |
| Bruno A. Barreiro                   | Daniella Levine Cava |
| Jose "Pepe" Diaz                    | Sally A. Heyman      |
| Barbara J. Jordan                   | Joe A. Martinez      |
| Jean Monestime                      | Dennis C. Moss       |
| Rebeca Sosa                         | Sen. Javier D. Souto |
| Xavier L. Suarez                    |                      |

The Chairperson thereupon declared the resolution duly passed and adopted this 22<sup>nd</sup> day of February, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

*MAG*

Miguel A. Gonzalez

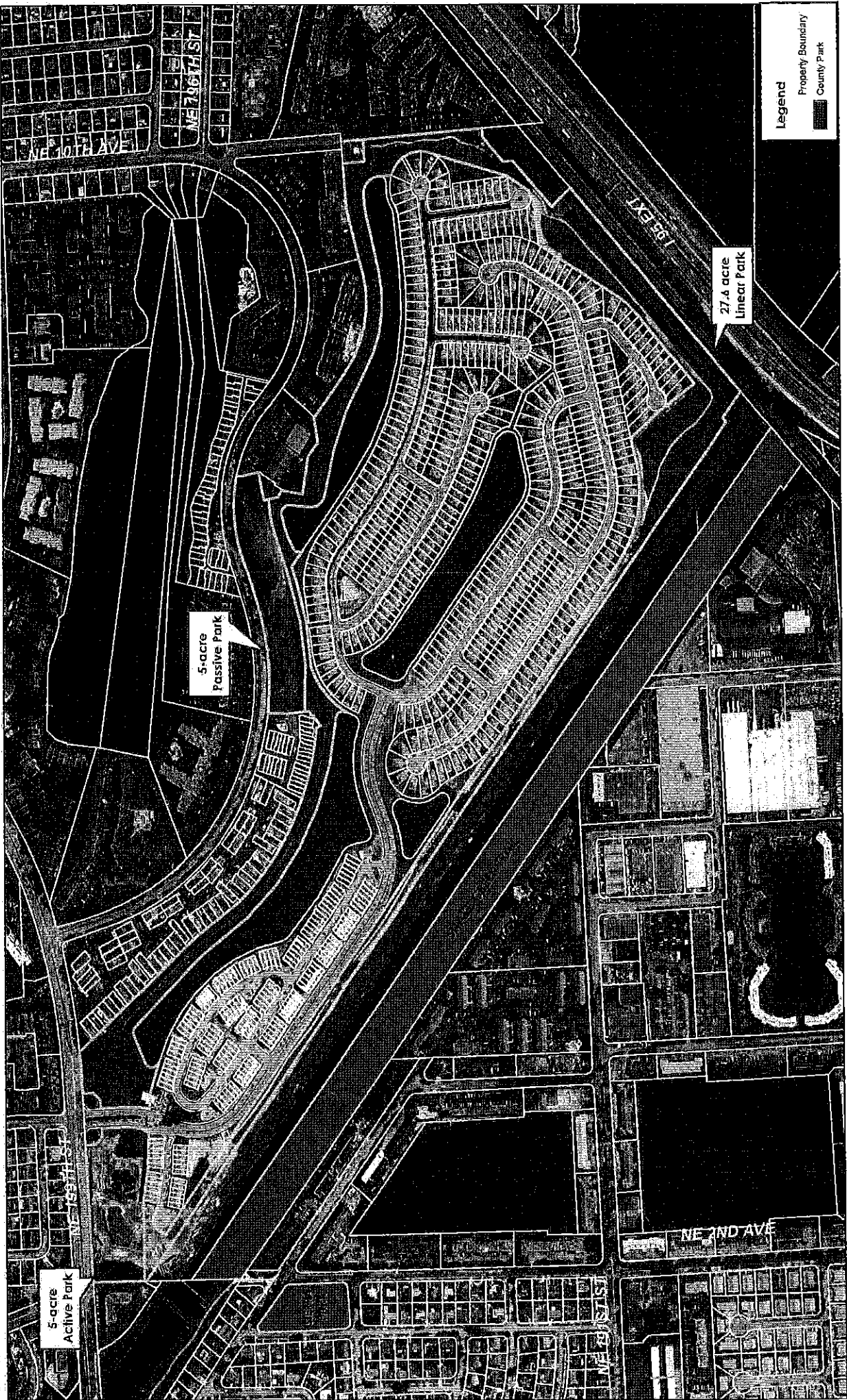
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# EXHIBIT A

PARKS, RECREATION AND OPEN SPACES  
AVENTURA ISLES



0 87.5175 350 525 700 Feet



5-acre  
Active Park

5-acre  
Passive Park

27.4 acre  
Linear Park

Legend  
Property Boundary  
County Park

# EXHIBIT B

This instrument prepared by  
and when recorded return to:  
Clifford A. Schulman, Esq.  
Greenberg Traurig LLP  
1221 Brickell Avenue  
Miami, Florida 33131

~~CFN 2004R0463549~~  
~~DR BK 22285 Pgs 4177 - 4187 (17pgs)~~  
~~RECORDED 06/10/2004 16:03:39~~  
~~HARVEY RUVIN, CLERK OF COURT~~  
~~MIAMI-DADE COUNTY, FLORIDA~~



CFN 2004R04635250  
DR BK 22521 Pgs 1199 - 12167 (18pgs)  
RECORDED 07/28/2004 10:52:12  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

(Space Above For Recorder's Use Only)

## DECLARATION OF RESTRICTIONS

*WHEREAS*, the undersigned WICC Development, Inc., is the owner of the following described real property, consisting of approximately 142 acres, (the "Golf Course Property"), lying, being and situated in Miami-Dade County, Florida, and legally described as:

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

*WHEREAS*, WICC Development, Inc., is the owner of certain parcels of property (the "Apartment Property") presently zoned RU-4 and lying adjacent and contiguous to N.E. 195<sup>th</sup> Street, and also lying adjacent and contiguous to the Golf Course Property and legally described as:

See Exhibit "B" attached hereto and by this reference made a part hereof.

*WHEREAS*, WICC Development, Inc., is the owner of that certain parcel of property zoned BU-2 and presently being used as a Country Club for Williams Island Golf Course (the "Club House Property"), and legally described as:

See Exhibit "C" attached hereto and by this reference made a part hereof.

*WHEREAS*, the undersigned Williams Island Country Club, Ltd. ("the Applicant") is an affiliated company of WICC Development, Inc.; and

*WHEREAS*, for purposes of this Declaration, the owners noted above and the Applicant shall be collectively referred to as the "Owner"; and

*WHEREAS*, in April of 2003 the Applicant filed an application (the "Application"), as part of the April 2003 CDMP Amendment Cycle, to amend the Golf Course Property's designation on the land use plan map of the Miami-Dade County Comprehensive Development Master Plan from Parks and Recreation to Low Density Residential and that Application has been designated as "Application 3" for that cycle of Comprehensive Plan applications; and

RE-RECORDING Document to include EXHIBIT "E"

18  
P



*WHEREAS*, Owner has the present right on the Apartment Property and the Club House Property to construct approximately 300 multiple family residential units, other permitted uses permitted in an RU-4 zoning district, and certain commercial uses permitted in a BU-2 zoning district; and

*WHEREAS*, in conjunction with the Application, Owner wishes to voluntarily restrict the uses that are permitted on the Club House Property, the Apartment Property, and the Golf Course Property.

*NOW THEREFORE*, in consideration of the premises, and in order to assure the Miami-Dade County Board of County Commissioners, or its successor entity, that the representations made by the Owner concerning the type and manner of development and the number of units to be developed on the Apartment Property, the Club House Property and the Golf Course Property in the future shall be adhered to notwithstanding the permitted uses and densities under said zoning district regulations, and to assure the County Commission, or its successor entity, that this voluntary restriction shall be followed by the Owner, its successors and assigns, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) **Number of Units**. Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Owner, development of the Golf Course Property shall not exceed a total of 825 residential units. The units may be a combination of single-family, townhouse, or multi-family units. The Club House and Apartment Properties shall not be developed for residential or commercial use.
- (2) **Restriction of Use and Density**. Notwithstanding the permitted uses and densities that are permitted by the zoning and land use designation of the Club House Property and the Apartment Property, these properties shall only be developed as parks as is shown on the Conceptual Plan noted herein.
- (3) **Conceptual Site Plan**. Subject to the approval of the Application, Owner agrees that prior to submission of any application to rezone any portion of the Golf Course Property, the Owner shall prepare a final site plan for the Golf Course Property, the Club House Property and the Apartment Property, which shall be submitted in conjunction with any rezoning application for all appropriate governmental approvals. Said final site plan shall be in Substantial Compliance (as defined by the applicable criteria set forth in Exhibit "D", attached hereto) with the Conceptual Plan prepared by Bradshaw Gill and Associates, dated July 31, 2003, consisting of 1 sheet, a copy of which is attached to this Declaration as Exhibit "E" (the "Conceptual Plan"). The Conceptual Plan merely sets forth the total number and types of residential units proposed for the Golf Course Property which, at no time, is to exceed 825 residential units, and the location of certain designated parks and buffer areas and is not intended to

show the exact location and orientation of buildings, parcel density or type of units or other design features of the units to be located within the Golf Course Property, the Apartment Property and the Club House Property. However, in no event shall the multi-family development exceed five (5) stories or seventy (70') feet in height. The Owner acknowledges that the future rezoning and development of the said properties shall require one or more detailed site plan approvals by the County which will determine, among other things, the exact type of units, the location, distribution, orientation and other requirements for compliance with all applicable zoning, fire and public works review standards. Any and all removal or relocation of existing trees on the site shall be in accordance with the requirements of Chapter 24 of the Miami-Dade County Code. In no event, except for access required by applicable police, fire, rescue or other emergency services agencies, shall Owner seek roadway access from the Golf Course Property to the portion of N.E. 195<sup>th</sup> Street which is adjacent to the Apartment and Club House Properties. Any such access shall be closed and secured so as to prevent unauthorized use except for an emergency, in a manner acceptable to the applicable governmental authorities, and subject to approval by the County. The Owner acknowledges that the County's acceptance of this Declaration shall in no way be deemed a waiver on the part of the County, its boards, or departments, to require future site plan approval for the development of the said properties. However, the Conceptual Plan depicts the development of the Apartment Property and the Club House Property as a passive public park and there shall be no modification to the Conceptual Plan to the contrary unless the requirements of Section (12) of this Declaration are satisfied.

(4) Active Public Park Site. A contiguous five (5) gross acre active public park site on the Golf Course Property as shown in its approximate location on the attached Conceptual Plan, shall be,

(i) dedicated to Miami-Dade County (the "County") in fee simple, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. In no event shall said parcel be reduced in size below five (5) contiguous acres. Said parcel shall be maintained as an active public park and the operation and maintenance costs of said active public park shall be funded by either (i) a special taxing district,

subject to approval by the County, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

(5) **Passive Public Park Site.** A contiguous five (5) gross acre passive public park site as shown in its approximate location on the attached Conceptual Plan, shall be,

(i) dedicated in fee simple to the County, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. In no event shall said parcel be reduced in size below five (5) contiguous gross acres. Said parcel shall be maintained as a passive public park and the operation and maintenance costs of said passive public park shall be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

In the event that the County accepts the dedication of this site, the Owner shall undertake its best efforts to have the park designated as the "Willie

and Celia Trump Park.”

In the event that the site is owned and maintained as a park pursuant to Section 8, Owner shall undertake its best efforts to designate the site as the “Willie and Celia Trump Park.”

- (6) **Lineal Park and Jogging Path.** A Lineal Park and Jogging Path of at least 27.6 contiguous gross acres is shown in its approximate location extending along most of the perimeter of the Golf Course Property and so designated on the Conceptual Plan. This Lineal Park and Jogging Path shall be,

(i) dedicated to the County in fee simple, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. Said site shall be maintained as a lineal public park and jogging path and the operation and maintenance costs of said lineal public park and jogging path shall be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

- (7) **Platting of Park Sites.** Prior to the final approval of the Application, Owner shall submit and process for approval with Miami-Dade County, an application for the platting or replatting of the Golf Course Property, the Apartment Property and the Club House Property. Said platting or replatting shall, if permitted by law, create separate platted parcels designated as the Passive Park Site, the Active Park Site and the Lineal Park and Jogging Path, as more specifically described above.

- (8) **Maintenance of Park Sites.** In the event that the Board of County

Commissioners, or its successor entity, does not accept the proffered dedication or grant of perpetual easement for either or any of the following: the Active Public Park Site, the Passive Public Park Site or the Lineal Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the Owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

- (9) **Dedication of Fire Station Site or Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department.** The dedication of a Fire Station Site or a monetary contribution in lieu of land, shall be provided for in a separate Declaration of Restrictions with the County.
- (10) **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, 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 limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.
- (11) **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 amended, modified or released pursuant to the terms of Section 12.
- (12) **Modification, Amendment, Release.** This Declaration may be modified, amended, added to, derogated or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Golf Course Property, including joinder of all mortgagees, if any.

In the event that there is a recorded homeowners association covering any portion of the Golf Course Property, said homeowners association may, on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners association. Any consent made pursuant to a vote of the homeowners association shall be evidenced by a written resolution of the homeowners association and a sworn certification executed by the secretary of the homeowners association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association and that the homeowners association is authorized pursuant to the articles of incorporation and the bylaws of the association to make such consent.

Any modification, amendment, or release of this Declaration will require the consent of all the then owner(s) of the Golf Course Property which will be evidenced by either a written resolution of a homeowners association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Golf Course Property are not members of a recorded homeowners association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded homeowners association(s), and must be evidenced by an executed written instrument."

Any modification, amendment or release must also be approved by the Board of County Commissioners of Miami-Dade County, Florida. However, any modification, amendment, derogation, or release of this Declaration shall only be made pursuant to the provisions governing amendments to comprehensive plans as set forth in Section 2-116.1 of the Code of Miami-Dade County, Chapter 163, Part II, of the Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), Section 2-116.1 of the Miami-Dade County Code of Ordinances, and any successor legislation which may, from time to time, govern the amendment of Miami-Dade County's Comprehensive Development Master Plan.

Should this Declaration be so modified, amended, added to, derogated or released by the Miami-Dade Board of County Commissioners or any of its successor entities, after a public hearing, the Director of the Miami-Dade County Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by the Director's assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, derogation, or release.

Notwithstanding anything in this Declaration to the contrary, this Declaration shall not be modified, amended or released without the previous written consent of seventy-five percent (75%) of the total number

of owners of property within a one half (1/2) mile radius east and north of the Golf Course Property.

The Conceptual Plan depicts the development of the Apartment Property and the Club House Property as a passive public park and there shall be no modification to the Conceptual Plan to the contrary unless:

- (i) all of the requirements of this section are satisfied; and
- (ii) the Board of County Commissioners determines that said modification is necessary to ensure either the public health, safety, or welfare; and
- (iii) said modification is approved by a unanimous vote of all the members of the Board of County Commissioners then in office.

In determining that such modification is necessary for the public health, safety, or welfare pursuant to subsection (ii) above, the Board of County Commissioners must take into consideration the fact that the 825 residential units permitted by this Declaration are, in part, premised upon the passive park provided for in the Conceptual Plan.

- (13) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.
- (14) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any provision of this Declaration. This Declaration, and the acceptance hereof by Miami-Dade County, is not intended and should not be construed to confer any rights on any third parties. 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 its attorney, at trial and appeal, or any other levels. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.
- (15) **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.

- (16) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by Miami-Dade County, and inspections made and approval of occupancy given by Miami-Dade County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- (17) **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official or inspector of Miami-Dade County, 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.
- (18) **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of the Declaration are not being complied with, in addition to any other remedies available, the County 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.
- (19) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion
- (20) **Recording.** This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County, at the cost of the Owner, upon approval of the Application by the Miami-Dade Board of County Commissioners.

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Signed, witnessed, executed and acknowledged this 8<sup>th</sup> day of April, 2004.

WICC Development, Inc.  
4000 Williams Island Blvd.  
Suite #301  
Aventura, Florida 33160

By: [Signature]  
Alan Matus, President

(SEAL)

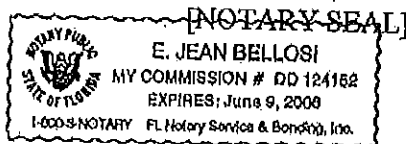
STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } SS:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004 by Alan Matus, President of WICC Development, Inc., who is personally known to me or produced a valid drivers license as identification.

Notary Public  
Sign Name: E. Jean Bellosi  
Print Name: E. JEAN BELLOSI

My Commission Expires:

Serial No. (None, if blank): \_\_\_\_\_



Signed, witnessed, executed and acknowledged this 8<sup>th</sup> day of April, 2004.

Williams Island Country Club, Ltd.  
4000 Williams Island Blvd.  
Suite #301  
Aventura, Florida 33160

By: [Signature]  
Alan Matus, President

(SEAL)

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

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004 by Alan Matus, President of Williams Island Country Club, Ltd., who is personally known to me or produced a valid drivers license as identification.

Notary Public  
Sign Name: E. Jean Bellosi  
Print Name: E. JEAN BELLOSI

My Commission Expires:

Serial No. (None, if blank): \_\_\_\_\_

[NOTARY SEAL]

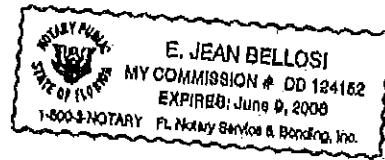


Exhibit "A"

A portion of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80 degrees 54 minutes 08 seconds West for 299.35 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 520.00 feet and a central angle of 51 degrees 35 minutes 52 seconds for an arc distance of 468.29 feet to a Point of Tangency; thence run North 47 degrees 30 minutes 00 seconds West for 260.63 feet; thence run South 84 degrees 19 minutes 13 seconds West for 127.48 feet; thence run North 47 degrees 30 minutes 00 seconds West for 83.00 feet; thence run North 76 degrees 30 minutes 00 seconds West for 305.43 feet; thence run South 74 degrees 30 minutes 00 seconds West for 100.00 feet; thence run North 61 degrees 58 minutes 08 seconds West for 137.93 feet; thence run South 74 degrees 30 minutes 00 seconds West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24 degrees 04 minutes 46 seconds for an arc distance of 525.33 feet; thence South 42 degrees 41 minutes, 52 seconds West, for 26.51 feet; thence North 27 degrees 57 minutes 55 seconds West for 27.80 feet to a point on a curve; said point bearing South 10 degrees 01 minute 10 seconds West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 55 degrees 28 minutes 00 seconds for an arc distance of 1210.09 feet; thence North 38 degrees 54 minutes 34 seconds West for 798.08 feet to a point on a curve; said point bearing South 1 degree 11 minutes 19 seconds East from the centerpoint of the next described curve (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB as recorded in Plat Book 99 at Page 2 of the Public Records of Miami-Dade County, Florida; thence Westerly along a circular curve to the right having a radius of 2914.79 feet and a central angle of 3 degrees 08 minutes 19 seconds for an arc distance of 159.67 feet to a Point of Tangency; thence North 88 degrees 03 minutes 00 seconds West for 855.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southerly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, as recorded in Plat Book 88, at page 1 of the Public Records of Miami-Dade County, Florida; thence South 2 degrees 47 minutes 45 seconds West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence South 3 degrees 34 minutes 41 seconds West along the East line of the Northeast 1/4 of said Section 1, for 256.27 feet to a Point of Intersection with the Northeasterly Right-of-Way line of Snake Creek Canal; thence South 48 degrees 06 minutes 28 seconds East, along the said Northeasterly Right-of-Way line of Snake Creek Canal for 4903.57 feet; thence run North 51 degrees 42 minutes 10 seconds East for 25.37 feet; thence run South 48 degrees 06 minutes 23 seconds East, continuing along the said Northeasterly Right-of-Way line of Snake Creek Canal for 152.23 feet; thence run

North 51 degrees 42 minutes 10 seconds East, along the Northwestern Right-of-Way line of Seaboard Airline Railroad, for 1665.77 feet; thence run due North along the East line of the aforesaid Section 6 for 884.08 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A portion of the Northeast 1/4 of Section 4, Township 52 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.73 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Begin at the intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwestern Right-of-Way line of Seaboard Coast Line Railroad and run South 51 degrees 42 minutes 10 seconds West along the said Northwestern Right-of-Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38 degrees 17 minutes 50 seconds West at right angles to the last described course for 130.00 feet; thence North 51 degrees 42 minutes 10 seconds East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.69 feet; thence North 51 degrees 42 minutes 10 seconds East for 151.63 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 175.85 feet to the Point of Beginning.

EXHIBIT "B"

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 31, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 869.78 feet to a Point of Curvature; thence run Southwesterly, Westerly, and Northwesterly, along a circular curve to the right having a radius of 650.00 feet and a central angle of 132 degrees 30 minutes 00 seconds, for an arc distance of 1503.16 feet; thence run South 42 degrees 30 minutes 00 seconds West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described, thence run North 47 degrees 30 minutes 00 seconds West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 620.00 feet and a central angle of 58 degrees 00 minutes 00 seconds, for an arc distance of 627.62 feet to a Point of Tangency; thence run South 74 degrees 30 minutes 00 seconds West for 200.00 feet; (the last mentioned three courses being coincident with Southerly Right-of-Way of Northeast 195th Street, Sky Lake Drive North, as shown on the Plat of Sky Lake North Rights-of-Way, as recorded in Plat Book 85, Page 16 of the Public Records of Miami-Dade County, Florida); thence run South 15 degrees 30 minutes 00 seconds East, at right angles to the last described course, for 210.00 feet; thence run South 61 degrees 58 minutes 08 seconds East for 137.93 feet; thence run North 74 degrees 30 minutes 00 seconds East for 100.00 feet; thence run South 76 degrees 30 minutes 00 seconds East for 85.00 feet; thence run North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence run North 42 degrees 30 minutes 00 seconds East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

Begin at the Eastern most corner of said Tract "A"; thence North 47 degrees 30 minute 00 seconds West, for 170.00 feet to a Point of Curvature; thence Northwesterly, along a circular curve to the left, having a radius of 620.00 feet and a central angle of 286.76 feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence South 16 degrees 00 minutes 00 seconds West, radial to the last described circular curve, for 13.00 feet; thence South 6 degrees 37 minutes 10 seconds East for 100.31 feet; thence South 38 degrees 23 minutes 40 seconds West for 96.00 feet; thence North 52 degrees 07 minutes 56 seconds West for 5.46 feet; thence South 36 degrees 07 minutes 04 seconds West, for 51.97 feet; thence South 13 degrees 30 minutes 00 seconds West, for 103.93 feet; thence South 76 degrees 30 minutes 00 seconds East, at right angles to the last mentioned course, for 157.09 feet; thence South 47 degrees 30 minutes 00 seconds, East, for 85.00 feet; thence North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence North 42 degrees 30 minutes 00 seconds East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract "A"). Lying and being in Miami-Dade County, Florida,

EXHIBIT "C"

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along circular curve to the left, having a radius of 1175.92 feet and a central angle of 0 degrees 42 minutes 44 seconds for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 7 degrees 33 minutes 08 seconds for an arc distance of 155.00 feet (last mentioned course being coincident with the Northerly boundary of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East for 251.78 to a point on a curve, said point bearing South 3 degrees 22 minutes 02 seconds East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11 degrees 56 minutes 48 seconds for an arc distance of 260.64 feet; thence North 42 degrees 41 minutes 52 seconds East, for 59.54 feet; thence North 4 degrees 44 minutes 02 seconds West, for 106.72 feet; thence North 4 degrees 17 minutes 25 seconds East, for 102.80 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

and

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 23 seconds West, from the radius point of the next described curve); thence Easterly along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 8 degrees 15 minutes 52 seconds for an arc distance of 16.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19 degrees 49 minutes 36 seconds for an arc distance of 406.91 feet (last mentioned course being coincident with the Northerly boundary line of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East radial to the last described curve line, for 210.00 feet; thence South 74 degrees 30 minutes 00 seconds West, at right angles to the last mentioned course, for 136.12 feet to a point of curve; thence Westerly, along a

circular curve to the right, having a radius of 1250.00 feet and a central angle of 12 degrees 07 minutes 58 seconds an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeasterly direction on a course of South 15 degrees 30 minutes 00 seconds East; thence North 15 degrees 30 minutes 00 seconds West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

EXHIBIT "D"

I. Substantial Compliance shall mean changes that do not exceed the following criteria if shown on the Concept Plan (Exhibit "B") and information contained thereon:

(A) Development density and intensity have not materially changed, in that:

1. the number of stories is the same or fewer;
2. the height of the building(s) is the same or less;
3. the number of units is the same or fewer;

(B) Design has not materially changed, in that:

1. the roadway patterns, including ingress-egress points, are in the same general location as shown on the original plans, and are no closer to the rear or interior side property lines than shown on the original plans;
2. the setbacks for the areas designated for development are the same or greater distance from perimeter property lines;
3. the park and jogging path sites and the water bodies are in the same general location, are of the same or greater amount, and are configured in a manner that does not diminish a previously intended buffering effect;
4. the proposed perimeter walls and/or fences are in the same general location and of a comparable type and design as previously approved;
5. the proposed changes do not have the effect of creating any noncompliance or nonconformity with the strict application of the zoning code that were not previously approved at public hearing, or of expanding the scope of existing variances, alternative site development options, or other approvals pursuant to alternative development standards such that they would differ to a greater degree from the strict application of the zoning code;



# Williams Island Country Club

## Land Use Plan

REALTIVE CLUB ASSOCIATES LANDSCAPE ARCHITECTURE ATLANTA

EXHIBIT 102

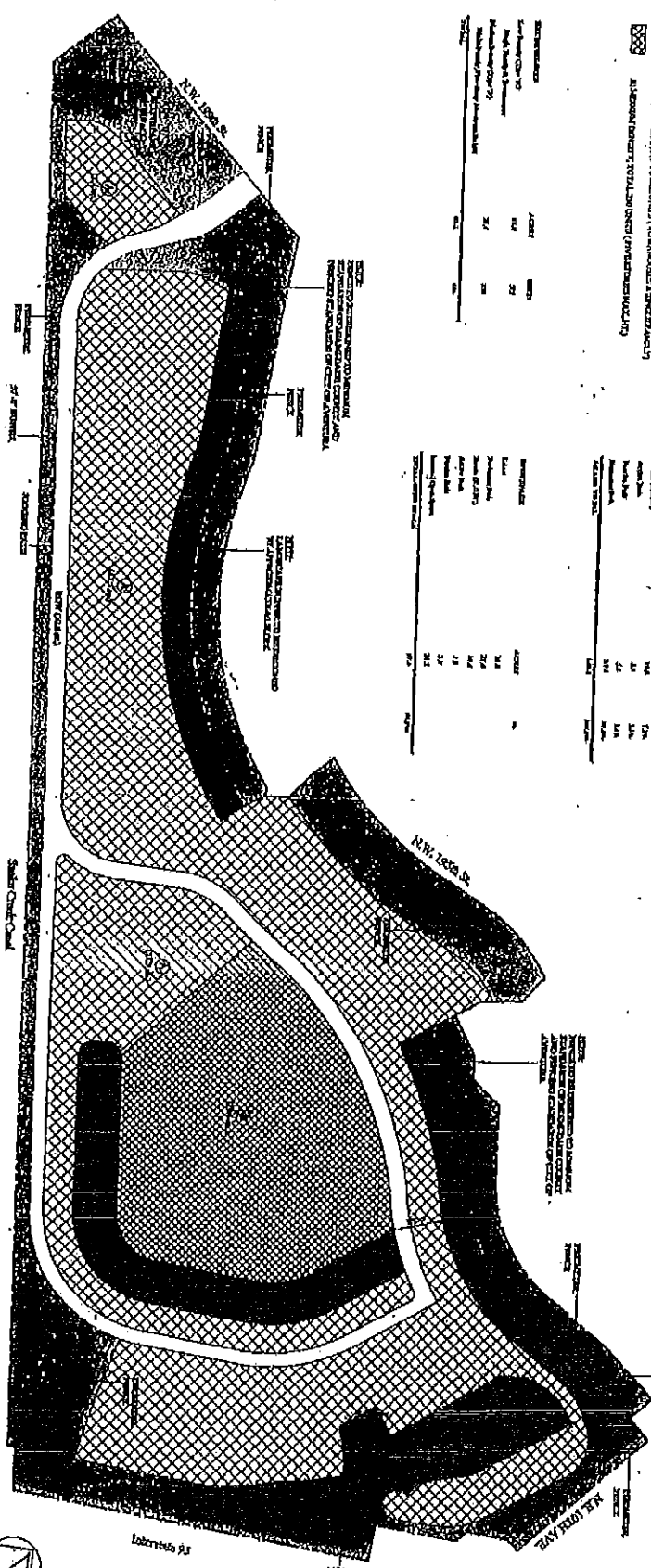
**LEGEND**

|          |  |
|----------|--|
| [Symbol] | LAND USE   |
| [Symbol] | ASPH   |
| [Symbol] | PAVE   |
| [Symbol] | LAKE   |
| [Symbol] | AC-COY (BENTONITE) TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX) |
| [Symbol] | ADDITIONAL IMPERV TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX)  |

|  |      |      |
|--|------|------|
| AC-COY (BENTONITE) TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX) | ASPH | PAVE |
| ADDITIONAL IMPERV TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX)  | LAKE |      |

|  |      |      |
|--|------|------|
| LAND USE   | ASPH | PAVE |
| AC-COY (BENTONITE) TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX) | LAKE |      |

|  |      |      |
|--|------|------|
| LAND USE   | ASPH | PAVE |
| AC-COY (BENTONITE) TOTAL IMPERV (PERMEABLE) 1.5% (20% MAX) | LAKE |      |



# EXHIBIT C

CFN 20060346230  
DR Bk 24382 Pgs 0103 - 1157 (13pgs)  
RECORDED 03/31/2006 10:08:51  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
William W. Riley, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP  
200 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131-5340

A/x

(Space reserved for Clerk)

## PLANNED AREA DEVELOPMENT AGREEMENT

*WHEREAS*, the undersigned owner, WI 825 Partners, LLC, (the "Owner") holds the fee simple title to that certain land consisting of approximately 148.2± acres lying, being and situated in Miami-Dade County, Florida, legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), which is supported by the attorney's opinion;

*WHEREAS*, Owner filed Application No. 05-149 (the "Application") with Miami-Dade County (the "County") for the approval of a Planned Area Development ("PAD") district, pursuant to Article XXXIII of the Code of Miami-Dade County (the "Code") on the Property;

*WHEREAS*, Section 33-284.26 of the Code requires the Owner to submit to the Department of Planning and Zoning (the "Department") a recordable agreement guaranteeing the development of the Property in accordance with promises made in the written and graphic documents, as approved by the Board of County Commissioners, which is satisfied by virtue of this agreement.

*IN ORDER TO ASSURE* the County that the representations made by the Owner during consideration of the Application will be abided by the Owner, its successors and assigns, Owner freely, voluntarily and without duress makes the following Planned Area Development Agreement covering and running with the Property:

- (1) **Site Plan.** The Property shall be developed substantially in accordance with the plans previously submitted, entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by Gecko Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans"), as may be modified at the public hearing on the Application. Said plans being on file with the Department and by reference made a part of this Agreement.
- (2) **Residential Density Restriction.** Residential development of the Property shall not exceed 825 dwelling units.

(NR)

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- (3) **Active Public Park Site**, Subject to County approval and acceptance, a contiguous 5 gross acre active public park site on the Property, as depicted in its approximate location on the Site Plan and entitled "Active Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said active public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (4) **Passive Public Park Site**, Subject to County approval and acceptance, a contiguous 5 gross acre passive public park site, as depicted in its approximate location on the Site Plan and entitled "Passive Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County accepts such conveyance, the Owner shall undertake its best efforts to have the park designated as the "Willie and Celia Trump Park." In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said passive public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (5) **Lineal Park and Jogging Path.** Subject to County approval and acceptance, a contiguous 27.6 gross acre lineal park and jogging path, as depicted in its approximate location on the Site Plan and entitled "Perimeter Buffer Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall agree to provide public access to all active public parks and provide access easements to such parks where the park land is not continuous.

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said lineal park and jogging path shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (6) **Maintenance of Park Sites.** In the event that the Board of County Commissioners, or its successor entity, does not accept the proffered conveyance of one or more of the Active Public Park, the Passive Public Park, or the Lineal Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (7) **Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department.** Owner shall contribute funds to the Miami-Dade Fire Rescue Department equivalent to the value of a hypothetical 1.0 net acre of the Property calculated based on the fair market value of the Property as rezoned to the County's Planned Area Development district, assuming highest and best use as residentially zoned as determined by a professional property appraiser selected from the list of approved property appraisers maintained by the Miami-Dade General Services Administration after final approval of the Application

(the "Fire Department Contribution"). Said property appraisal shall be completed by Owner and paid by Owner no later than 90 days following final approval of the Application, including the expiration of all applicable appeal periods. The total amount of the Fire Department Contribution shall be subject to agreement between the County and the Owner. No final plat shall be approved for residential development until such agreement has been finalized.

The Fire Department Contribution shall be paid to the Miami-Dade County in two installments. The first installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to any platting or waiver of plat of lots for residential development on the Property. The second installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

All unpaid Fire Department Contributions shall be subject to continuing adjustments over time beginning on the first day following the effective date of the final approval of the Application, including the expiration of all applicable appeal periods, and extending until the Fire Department Contribution is paid to the Miami-Dade County. The standard for determining adjustments for the first installment of the Fire Department Contribution shall be the national Consumer Price Index issued by the Bureau of Labor (the "CPI"). The standard for determining adjustments for the second installment of the Fire Department Contribution shall be the higher of the CPI or the average percentage increase in the value of the underlying land, without taking improvements into consideration, which composes the Property as determined by a property appraiser from the list of approved property appraisers maintained by the Miami-Dade General Services Administration. Said property appraisal shall be paid for by Owner and completed prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

The Fire Department Contribution shall be credited against, but shall not be limited to, the amount of any future Fire and Emergency Medical Services Impact Fee, provided such credit is specifically allowed by the express terms of Section 33J of Code of Miami-Dade County (the "Code"). Any such credits must be applied for or requested by the Owner, its heirs, successors or assigns, as may be necessary, in accordance with Section 33J of the Code.

- (8) Development Schedule. Development of the Property is projected to commence no later than 24 months from the final approval of the Application, including the expiration of all applicable appeals periods and the resolution of all resulting appeals. Development of the Property is projected to be completed within 4 years from the date of commencement.
- (9) Additional Quantitative Data.
- A. Total Number of Bedrooms. The total number of bedrooms on the Property shall not exceed 2,863.

- B. Total Building Coverage. The total ground level building coverage for the Property shall not exceed 21.2± acres.
  - C. Open Space. The area of common open space for the Property shall be in accordance with Section 33-284.27(l) of the Code, as may be amended from time to time.
  - D. Residential Density. The maximum density on the Property shall be 5.6 units per gross acre.
  - E. Private Roads. The roadways within the Property shall be private. The area of pavement shall be 19.9± acres, including parking lots and driveways.
  - F. Population Projection. The estimated population projection resulting from the development of the Property is 1,650 people.
- (10) Types of Dwelling Units. Owner agrees to develop the Property with detached single-family units, townhouse units, and residential multi-family units with the following models and sizes:<sup>1</sup>

Detached Single Family Units

- Model A – single-story, approximately 1,666 square feet
- Model B – single-story, approximately 2,194 square feet
- Model C – two-story, approximately 2,697 square feet
- Model D – two-story, approximately 3,650 square feet

Two-Story Townhouse Units

- Model A (Corner) - approximately 1,789 square feet
- Model A (Center) - approximately 1,774 square feet
- Model B (Corner) - approximately 2,172 square feet
- Model B (Center) - approximately 2,190 square feet

Single Floor Multifamily Units

- Unit A (Lower Floor) - approximately 1,121 square feet
- Unit A (Upper Floor) - approximately 1,179 square feet

Two Floor Multifamily Unit

- Approximately 1,120 square feet

- (11) Accessory Uses. Owner agrees that the accessory uses on the Property shall be limited to a gate house, a club house, swimming pools, lake pavilions, water features, associated recreational uses, and other buildings or structures on a lot or parcel subordinate to and not forming an integral part of the main or principal building but pertaining to the use of the main building.

<sup>1</sup> The unit sizes reflect the amount of space under air conditioning.

- (12) **Ownership and Maintenance of Roadways, Lakes, Landscaping and Common Areas.** The operation and maintenance cost of the roadways, lakes, landscaping and common areas on the Property shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.
- (13) **Future/Existing Transit Amenities.** Owner agrees to work with Metro-Dade Transit (MTD) in the accommodation of future and existing transit amenities such as pull-out bays, shelters, and other amenities providing services to the Property.
- (14) **Pedestrian and Vehicular Access.** Owner agrees to provide permanent and safe access for pedestrian and vehicular traffic on the Property at all times. Access shall also be provided at all times to fire, police, health, sanitation, and other public service personnel and vehicles. Furthermore, all streets or accessways within the Property shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, subject to the approval of the appropriate County departments.
- (15) **County Inspection.** As further part of this Agreement, it is hereby understood and agreed that any official inspector of the County, 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 Owner is complying with the requirements of the building and zoning regulations and the conditions in this Agreement.
- (16) **Covenant Running with the Land.** This Agreement on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, 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 Property and for the benefit of the County and the public welfare. Owner acknowledges that acceptance of this Agreement does not in any way obligate or provide a limitation on the County.
- (17) **Term.** This Agreement 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 Agreement 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, in accordance with paragraph 18 below, has been recorded agreeing to change the covenant in whole, or in part, provided that the Agreement has first been modified or released by the County.

- (18) **Modification, Amendment, Release.** This Agreement may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the County Commission or such other successor governmental body having jurisdiction over the Property.

In the event that there is a recorded homeowners or condominium association covering any portion of the Property, said association may (in lieu of the signature or consent of the individual members or owners), on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners or condominium association. Any consent made pursuant to a vote of the homeowners or condominium association shall be evidenced by a written resolution of the homeowners or condominium association and a certification executed by the secretary of the homeowners or condominium association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association.

Any modification, amendment, or release of this Agreement will require the consent of all the then owner(s) of the Property which will be evidenced by either a written resolution of a homeowners and/or condominium association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Property are not members of a recorded association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded association(s), and must be evidenced by an executed written instrument.

- (19) **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 Agreement 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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
- (20) **Authorization for the County to Withhold Permits and Inspections.** In the event the terms of this Agreement are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as Owner complies with this Agreement.
- (21) **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.
- (22) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made



and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

- (23) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion
- (24) **Recording.** This Agreement shall be filed of record in the public records of the County, at Owners expense following the final approval of the Application. This Agreement shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any timely appeal is filed, and the disposition of such appeal results in the denial of the Application, then this Agreement shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, and upon written request, the Director of the Department of Planning and Zoning or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect.
- (25) **Acceptance of Agreement.** Acceptance of this Agreement does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or conveyance.
- (26) **Owner.** The term Owner shall include the Owner, and its successors and assigns in interest or title or other designee.

[Execution Pages Follow]

Signed, witnessed, executed and acknowledged this 23 day of <sup>Feb.</sup>~~January~~, 2006.

WI 825 Partners, LLC,  
a Florida limited liability company

By: \_\_\_\_\_  
Arthur Falcone, Manager

STATE OF FLORIDA )  
                          ) **PALM BEACH** ss:  
COUNTY OF ~~MIAMI-DADE~~ )

The foregoing instrument was acknowledged before me this 23 day of <sup>February</sup>~~January~~, 2006,  
by Arthur Falcone, who is personally known to me or produced a valid driver's license as  
identification

Notary Public  
Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_



Jennifer C. Grugan  
Commission # DD348775  
Expires: AUG. 22, 2008  
Bonded Thru  
Atlantic Bonding Co., Inc.

JOINDER BY MORTGAGEE CORPORATION

The undersigned, OHIO SAVINGS BANK, a Federal savings bank, and Mortgagee under that certain Mortgage from WI 825 Partners, LLC, a Florida limited liability company, in favor of Ohio Savings Bank, a federal savings bank, dated October 15, 2004, recorded October 26, 2004, in Official Records Book 22766, Page 2364, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 27 day of February, 2006.

Witnesses:

[Signature]  
Signature

Mary E. Catalusci  
Print Name

\_\_\_\_\_  
Signature

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

STATE OF Ohio

COUNTY OF Cuyahoga

OHIO SAVINGS BANK, a Federal savings Bank

By: [Signature]  
(President, Vice-President or CEO\*)

Print Name: Steven S. Swartz

(\*NOTE: All others require attachment of original corporate resolution of authorization.)

The foregoing instrument was acknowledged before me by Steven S. Swartz,  
the Vice President of Ohio Savings Bank, on behalf of the corporation He/She  
(Name) (Title)  
is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 27 day of February, 2006, in the County and State aforesaid.

[Signature]  
Notary Public-State of Ohio

My Commission Expires:



MARY E. CATALUSCI  
Notary Public  
State of Ohio

Mary E. Catalusci  
(Print Name)

My Commission Expires 07-21-08

EXHIBIT 'A'

LEGAL DESCRIPTION

PARCEL A:

A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, all of the above lying and being in Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80°54'08" West for 299.35 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 520.00 feet and a central angle of 51°35'52" for an arc distance of 468.29 feet to a Point of Tangency; thence run North 47°30'00" West for 260.63 feet; thence run South 84°19'13" West for 127.48 feet; thence run North 47°30'00" West for 85.00 feet; thence run North 76°30'00" West for 305.43 feet; thence run South 74°30'00" West for 100.00 feet; thence run North 61°58'08" West for 137.93 feet; thence run South 74°30'00" West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24°04'46" for an arc distance of 525.33 feet; thence South 42°41'62" West for 26.51 feet; thence North 27°57'55" West for 27.80 feet to a point on a curve; said point bearing South 10°01'10" West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 55°28'00" for an arc distance of 1210.09 feet; thence North 38°54'34" West for 798.08 feet to a point on a curve; said point bearing South 01°11'19" East from the center point of the next described (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB recorded in Plat Book 99, Page 2, of the Public Records of Dade County, Florida); thence Westerly along a circular curve to the right having a radius of 2914.79 feet and a central angle of 03°08'19" for an arc distance of 158.67 feet to a Point of Tangency; thence North 88°03'00" West for 855.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southerly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, recorded in Plat Book 88, Page 1, of the Public Records of Dade County, Florida; thence South 02°47'45" West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence South 03°34'41" West along the East line of the Northeast 1/4 of said Section 1, for 266.27 feet to a Point of Intersection with the Northeastly Right-of-Way line of Snake Creek Canal; thence South 48°06'28" East, along the said Northeastly Right-of-Way line of Snake Creek Canal for 4903.57 feet; thence run North 51°42'10" East for 25.37 feet; thence run South 48°06'28" East, continuing along the said Northeastly Right-of-Way line of Snake Creek Canal for 152.23 feet; thence run North 51°42'10" East, along the Northwesterly Right-of-Way line of Seaboard Airline Railroad, for 1665.77 feet; thence run due North, along the East line of the aforesaid Section 6 for 884.88 feet to the Point of Beginning, lying and being in Dade County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A portion of the Northeast 1/4 of Section 6, Township 52 South, Range 42 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.78 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Begin at the Intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwesterly Right-of-Way line of the Seaboard Coast Line Railroad and run South 51°42'10" West along the said Northwesterly Right-of-Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38°17'50" West at right angles to the last described course for 130.00 feet; thence North 61°42'10" East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.69 feet; thence North 51°42'10" East for 151.63 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 175.85 feet to the Point of Beginning.

**PARCEL B:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12°35'28" West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 00°42'44" for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 07°33'08" for an arc distance of 155.00 feet (last mentioned course being coincident with the Northerly boundary of said Tract "A"); thence South 15°30'00" East for 251.78 feet to a point on a curve, said point bearing South 03°22'02" East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11°56'48" for an arc distance of 260.64 feet; thence North 42°41'52" East, for 69.54 feet; thence North 04°44'02" West, for 108.72 feet; thence North 04°17'25" East, for 102.80 feet to the Point of Beginning, lying and being in Dade County, Florida.

**PARCEL C:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12°35'28" West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 08°15'52" for an arc distance of 169.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19°49'36" for an arc distance of 406.91 feet (last mentioned course being coincident with the Northerly boundary line of said Tract "A"); thence South 15°30'00" East radial to the last described curve line, for 210.00 feet; thence South 74°30'00" West, at right angles to the last mentioned course, for 136.12 feet to a point of curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 12°07'58" for an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeasterly direction on a course of South 16°30'00" East; thence North 15°30'00" West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

**PARCEL D:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 869.78 feet to a Point of Curvature; thence run Southwesterly, Westerly, and Northwesterly, along a circular curve to the right having a radius of 650.00 feet and a central angle of 132°30'00", for an arc distance of 1503.16 feet; thence run South 42°30'00" West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 47°30'00" West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 620.00 feet and a central angle of 58°00'00", for an arc distance of 627.62 feet to a Point of Tangency; thence run South 74°30'00" West for 200.00 feet; (the last mentioned three courses being coincident with Southerly Right-of-Way of Northeast 195<sup>th</sup> Street, Sky Lake Drive North, as shown on the Plat of SKY LAKE NORTH RIGHTS-OF-WAY, recorded in Plat Book 86, Page 16, of the Public Records of Dade County, Florida); thence run South 15°30'00" East, at right angles to the last described course, for 210.00 feet; thence run South 61°58'08" East for 137.93 feet; thence run North 74°30'00" East for 100.00 feet; thence run South 76°30'00" East for 305.43 feet; thence run South 47°30'00" East for 85.00 feet; thence run North 84°19'13" East for 127.48 feet; thence run North 42°30'00" East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

Begin at the Eastern most corner of said Tract "A"; thence North 47°30'00" West, for 170.00 feet to a Point of Curvature; thence Northwesterly, along a circular curve to the left, having a radius of 620.00 feet and a central angle of 26°30'00" for an arc distance of 286.76 feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence South 16°00'00" West, radial to the last described circular curve, for 13.00 feet; thence South 6°37'10" East for 100.31 feet; thence South 38°23'40" West for 96.00 feet; thence North 52°07'56" West for 5.46 feet; thence South 36°07'40" West, for 51.97 feet; thence South 13°30'00" West, for 103.93 feet; thence South 76°30'00" East, at right angles to the last mentioned course, for 157.09 feet; thence South 47°30'00" East, for 85.00 feet; thence North 84°19'13"

East for 127.48 feet; thence North 42°30'00" East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract 'A'). Lying and being in Dade County, Florida.

NOTE: All references to Dade County have been changed to indicate Miami-Dade County.

# EXHIBIT D

CFN: 20130259173 BOOK 28564 PAGE 3951  
DATE: 04/04/2013 03:30:30 PM  
HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

This instrument was prepared by:  
William W. Riley, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, Suite 2300  
Miami, Florida 33131

(Space reserved for Clerk)

## DECLARATION OF COVENANTS IN FAVOR OF MIAMI-DADE COUNTY

THIS DECLARATION OF COVENANTS is made this 25 day of March 2013, by **WILLIAMS ISLAND VENTURES, LLC**, a Delaware limited liability company (the "Owner") in favor of the **MIAMI-DADE COUNTY, FLORIDA**, a political subdivision of the State of Florida (the "County").

### WITNESSETH:

WHEREAS, Owner holds the fee simple title to that certain land consisting of approximately 148.2+ acres lying, being and situated in the County, legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"); and

WHEREAS, as part of the April 2003 CDMP Amendment Cycle, Miami-Dade County approved an amendment to the Comprehensive Development Master Plan to redesignate the Property to Low Density Residential and to accept a Declaration of Restrictions voluntarily proffered by the then-owner, which has been recorded in Official Records Book 22521, Pages 1199-1216, of the Public Records of Miami-Dade County, Florida, a copy of which is attached hereto as Exhibit "B" (the "CDMP Covenant"); and

WHEREAS, the Property has been approved with a development program consisting of 825 residential units (the "Development Program") pursuant to Resolution No. CZAB2-1-06, which was passed and adopted by Miami-Dade County Community Zoning Appeals Board 2 ("CZAB 2") on March 1, 2006, a copy of which is attached hereto as Exhibit "C" (the "Resolution"); and

WHEREAS, the Property has been approved with an alternative development program consisting of 653 residential units (the "Alternative Development Program") pursuant to that certain approval letter issued by the Director of the Miami-Dade County Department of Planning and Zoning ("Zoning Department") in Substantial Compliance Determination Application No. D10-026 dated August 31, 2011, a copy of which is attached hereto as Exhibit "D" (the "Substantial Compliance Determination"); and

**Declaration of Covenants  
Page 2**

**WHEREAS**, development of the Property pursuant to the Development Program or the Alternative Development Program requires compliance with the applicable conditions listed within the Resolution and the restrictions contained in a covenant proffered to CZAB 2 entitled "Planned Area Development Agreement", which has been recorded in Official Records Book 24382, Page 103, of the Public Records of Miami-Dade County, Florida (the "Development Agreement"), a copy of which is attached hereto as Exhibit "E"; and

**WHEREAS**, the CDMP Covenant, the Resolution and the Development Agreement require the Owner to provide a contiguous five-gross-acre active public park site, a contiguous five-gross-acre passive public park site, and a contiguous 27.6-gross-acre lineal park and jogging path (the "Park Sites") as depicted and described on the plans entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005 by the Zoning Department, and consisting of 35 sheets including the cover sheet (the "Site Plan"), as modified by the Substantial Compliance Determination that approved those plans entitled "William Island County Club" as prepared by Urban Design Kilday studios, dated stamped received August 17, 2011 by the Zoning Department and sheet LD-1, as prepared by Bradshaw Gill Associates, stamped received August 30, 2011 by the Zoning Department, consisting of 24 sheets (the "Modified Site Plan"); and

**WHEREAS**, the CDMP Covenant, the Resolution and the Development Agreement require that the operation and maintenance of the Park Sites be funded by either (i) a special taxing district, subject to the approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity ("Maintenance and Operations Funding Mechanism"); and

**WHEREAS**, the Resolution and the Development Agreement provide that the Owner shall convey the Park Sites to the County, subject to County approval and acceptance, in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance; and

**WHEREAS**, the Resolution and the Development Agreement require that prior to the issuance of building permits for the Property, the Maintenance and Operation Funding Mechanism be created and the conveyance of the Park Sites be completed; and

**WHEREAS**, Owner intends to fund the operation and maintenance of the Park Sites by and through a CDD composed of the owners of residential units located on the Property; and

**WHEREAS**, Owner has agreed to improve the Park Sites in accordance with the landscaping plans made a part of the Modified Site Plan without cost or charge to the County; and



**Declaration of Covenants  
Page 3**

**WHEREAS**, Owner will be required to obtain building permits to improve the Park Sites; and

**WHEREAS**, Owner desires to construct the improvements to the Park Sites and the Alternative Development Program in an orderly manner that, at times, may require construction activities on one or more portions of the Property to proceed simultaneously; and

**WHEREAS**, Owner has made certain representations to the County concerning the conveyance of the Park Sites and desires to comply with all of those representations in order to obtain building permits for the Property.

**NOW THEREFORE, IN ORDER TO ASSURE** the County that the representations made by Owner will be abided by, Owner freely and voluntarily and without duress makes the following declaration of covenants ("Declaration") covering and running with the Property:

- (1) The recitals set forth above are incorporated in their entirety into this Declaration, are approved and are deemed binding as if fully set forth herein.
- (2) Creation of the Park Sites: Owner shall, at its sole cost and expense, create the Park Sites in accordance with the depictions and descriptions contained on the Modified Site Plan for both the upland areas and the water bodies.
- (3) Removal of Liens, Encumbrances and/or Encroachments: In accordance with the Resolution and the Development Agreement, the Owner shall, at its sole cost and expense, remove all encumbrances, encroachments, and liens on the Park Sites.
- (4) Improvements to the Park Sites: Owner shall, at its sole cost and expense, improve the Park Sites in accordance with the landscaping plans made a part of the Modified Site Plan. Additionally, Owner shall, at its sole cost and expense, improve that certain area identified as the "Perimeter Buffer Park" on the Modified Site Plan with a jogging path in accordance with the depictions and descriptions contained on the Modified Site Plan. The jogging path shall be constructed with material acceptable to the Department. The improvements to the Park Sites as depicted and described on the Modified Site Plan shall be completed within three (3) years of the date of this Declaration unless delayed by *force majeure* as described herein.
- (5) Conveyance of Park Sites to the County: Simultaneously with the recording of this Declaration, Owner shall convey the Park Sites to the County in fee simple, free of any encumbrances, encroachments, or liens, and without cost or charge to the County for acquisition, using the Warranty Deed attached hereto as Exhibit "F" (the "Deed"). The Deed shall be held by the County in escrow until the terms of release, as described in Paragraph 6 of this Declaration, are satisfied.
- (6) Release of Deed in Escrow: Once Owner has removed all encumbrances, encroachments, and liens from the Park Sites, established the Maintenance and Operations Funding Mechanism, and improved the Park Sites as described and depicted on the Modified Site Plan and set forth herein, the County is hereby authorized to release the Deed from escrow at its sole discretion and

**Declaration of Covenants**  
**Page 4**

without any affirmation from Owner. At all times prior to the date of release of the Deed in escrow, Owner shall be solely responsible for the operation and maintenance of the Park Sites and shall be fully responsible for all costs, expenses and liability associated with the Park Sites and its operation and maintenance. Final approval and acceptance of the Deed is subject to and conditioned on the approval and acceptance by the Board of County Commissioners of Miami-Dade County.

(7) Issuance of Building Permits: Following Owner's delivery of the Deed to the County and subject to compliance with applicable law, Owner shall be eligible to receive building permits to develop the Property in accordance with the Modified Site Plan. All building permits issued by the County for improvements to the Property after the date of this Declaration but prior to the date on which the Deed is released from escrow shall be conditioned on the Owner's compliance with the terms and conditions set forth herein. In the event Owner's fails to abide by the terms and conditions of this Declaration, County may vacate and render all said building permits null and void. The Owner shall not seek, and the County shall be entitled to deny the issuance of, a certificate of occupancy for any part or all of the improvements on the Property until such time as the Owner has complied with all of the terms and conditions set forth in this Declaration excluding the park improvements described in Paragraph (4) of this Declaration.

(8) Hold Harmless and Indemnification: Owner shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by the Owner or its employees, agents, servants, partners principals or its subcontractors of any and all actions undertaken in furtherance of the development of the Property, the CDMP Covenant, the Resolution, the Development Agreement and/or this Declaration. Owner shall pay all claims and losses in connections therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Owner expressly understands and agrees that any insurance protection provided by the Owner shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

(9) Force Majeure: There shall be no finding that Owner has failed to comply with the terms and/or conditions of this Declaration if said noncompliance, whether it be the result of a delay or failure to perform, relates to any of the following and the alleged noncompliance is not attributable to an intentional act, negligence or willful misconduct by the Owner: acts of God, acts of the public enemy, the confiscation or seizure of the Property (either in whole or in part) by any government or public authority, insurrections, war or war-like action, labor unrest or disputes, unavailability of labor or materials, epidemics, explosions, judicial action, civil disturbance or disobedience, riot, sabotage, terrorism, threats of sabotage, terrorism or any other cause, whether of the kind herein enumerated or otherwise, that is not within the reasonable anticipation or control of the Owner.

**Declaration of Covenants**  
**Page 5**

(10) Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, 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 Property and for the benefit of the County and the public welfare. Owner acknowledges that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.

(11) 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 in the public records of the County or until the Deed has been approved and accepted by the Board of County Commissioners of Miami-Dade County, whichever shall occur first. However, Paragraph 8 of this Declaration shall survive the expiration or termination of this Declaration.

(12) Modification, Amendment, Release. This Declaration may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the County or such other successor governmental body having jurisdiction over the Property.

In the event that there is a recorded CDD covering any portion of the Property, said CDD may (in lieu of the signature or consent of the individual members or owners), on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the CDD governing board. Any consent made pursuant to a vote of the CDD shall be evidenced by a written resolution of the CDD governing board and a certification executed by the secretary of the CDD affirming that the vote complied with the articles of incorporation and the bylaws of the CDD.

(13) Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

(14) Authorization for the County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any permits, and refuse to make any inspections or grant any approvals, until such time as Owner complies with this Declaration.

(15) 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.

**Declaration of Covenants  
Page 6**

(16) Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.

(17) Recording. This Declaration shall be filed of record in the public records of the County, at Owners expense. This Declaration shall become effective immediately upon recordation.

(18) Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application.

(19) Owner. The term Owner shall include the Owner, and its successors and assigns in interest or title or other designee.

[Execution Pages Follow]

**Declaration of Covenants**  
**Page 7**

Signed, witnessed, executed and acknowledged this 25 day of March, 2013.

**WILLIAMS ISLAND VENTURES, LLC,**  
a Delaware limited liability company

By:   
Arthur Falcone, Director

STATE OF FLORIDA            )  
  ) SS:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me this 25 day of March, 2013, by Arthur Falcone, who is personally known to me or produced a valid driver's license as identification



CORA DIFIORE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD078373  
Expires 5/7/2014

Notary Public  
Sign Name:   
Print Name: CORA DIFIORE  
MY COMMISSION EXPIRES: 5/7/2014

MIAMI 3367843,4 79418/34784

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL A:**

A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", as recorded in Plat Book 103 at Page 51 of the Public Records of Miami-Dade County, Florida, all of the above-lying and being in Miami-Dade County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80 degrees 54 minutes 08 seconds West for 299.35 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 520.00 feet and a central angle of 51 degrees 35 minutes 52 seconds for an arc distance of 468.29 feet to a Point of Tangency; thence run North 47 degrees 30 minutes 00 seconds West for 260.63 feet; thence run South 84 degrees 19 minutes 13 seconds West for 127.48 feet; thence run North 47 degrees 30 minutes 00 seconds West for 85.00 feet; thence run North 76 degrees 30 minutes 00 seconds West for 305.43 feet; thence run South 74 degrees 30 minutes 00 seconds West for 100.00 feet; thence run North 61 degrees 58 minutes 08 seconds West for 137.93 feet; thence run South 74 degrees 30 minutes 00 seconds West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24 degrees 04 minutes 46 seconds for an arc distance of 525.33 feet; thence South 42 degrees 41 minutes, 52 seconds West, for 26.81 feet; thence North 27 degrees 57 minutes 55 seconds West for 27.80 feet to a point on a curve; said point bearing South 10 degrees 01 minute 10 seconds West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 53 degrees 28 minutes 00 seconds for an arc distance of 1210.09 feet; thence North 38 degrees 54 minutes 34 seconds West for 798.08 feet to a point on a curve; said point bearing South 1 degree 11 minutes 19 seconds East from the center point of the next described curve (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB as recorded in Plat Book 99 at Page 2 of the Public Records of Miami-Dade County, Florida); thence Westerly along a circular curve to the right having a radius of 2914.79 feet and a central angle of 3 degrees 08 minutes 19 seconds for an arc distance of 159.67 feet to a Point of Tangency; thence North 88 degrees 03 minutes 00 seconds West for 855.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southerly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, as recorded in Plat Book 88, at page 1 of the Public Records of Miami-Dade County, Florida; thence South 2 degrees 47 minutes 45 seconds West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 42 East; thence South 3 degrees 34 minutes 41 seconds West along the East line of the Northeast 1/4 of said Section 1, for 256.27 feet to a Point of Intersection with the Northeastly Right-of-Way line of Snake Creek Canal; thence South 48 degrees 06 minutes 28 seconds East, along the said Northeastly Right-of-Way line of Snake Creek Canal for 4903.87 feet; thence run North 51 degrees 42 minutes 10 seconds East for 25.37 feet; thence run South 48 degrees 06 minutes 28 seconds East, continuing along the said Northeastly Right-of-Way line of Snake Creek Canal for 152.23 feet; thence run North 51 degrees 42 minutes 10 seconds East, along the Northwesterly Right-of-Way line of Seaboard Airline Railroad, for 1665.77 feet; thence run due North along the East line of the aforesaid Section 6 for 884.88 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

A portion of the Northeast 1/4 of Section 6, Township 52 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.78 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

**ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

Begin at the intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwesterly Right-of-Way line of the Seaboard Coast Line Railroad and run South 51 degrees 42 minutes 10 seconds West along the said Northwesterly

Right-of-Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38 degrees 17 minutes 30 seconds West at right angles to the last described course for 130.00 feet; thence North 51 degrees 42 minutes 10 seconds East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.69 feet; thence North 51 degrees 42 minutes 10 seconds East for 151.63 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 175.85 feet to the Point of Beginning.

**PARCEL B:**

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 0 degrees 42 minutes 44 seconds for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 7 degrees 33 minutes 08 seconds for an arc distance of 155.00 feet (last mentioned course being coincident with the Northerly boundary of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East for 251.78 feet to a point on a curve, said point bearing South 3 degrees 22 minutes 02 seconds East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11 degrees 56 minutes 48 seconds for an arc distance of 260.64 feet; thence North 42 degrees 41 minutes 52 seconds East, for 59.54 feet; thence North 4 degrees 44 minutes 02 seconds West, for 106.72 feet; thence North 4 degrees 17 minutes 25 seconds East, for 102.80 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

**PARCEL C:**

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 8 degrees 15 minutes 52 seconds for an arc distance of 169.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19 degrees 49 minutes 36 seconds for an arc distance of 406.91 feet (last mentioned course being coincident with the Northerly boundary line of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East radial to the last described curve line, for 210.00 feet; thence South 74 degrees 30 minutes 00 seconds West, at right angles to the last mentioned course, for 136.12 feet to a point of curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 12 degrees 07 minutes 58 seconds for an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeasterly direction on a course of South 15 degrees 30 minutes 00 seconds East; thence North 15 degrees 30 minutes 00 seconds West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

**PARCEL D:**

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County Florida, being more particularly

described as follows:

Commence at the Northeast corner of Section 6, Township 32 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 869.78 feet to a Point of Curvature; thence run Southwesterly, Westerly, and Northwesterly, along a circular curve to the right having a radius of 650.00 feet and a central angle of 132 degrees 30 minutes 00 seconds, for an arc distance of 1503.16 feet; thence run South 42 degrees 30 minutes 00 seconds West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described, thence run North 47 degrees 30 minutes 00 seconds West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 620.00 feet and a central angle of 58 degrees 00 minutes 00 seconds, for an arc distance of 627.62 feet to a Point of Tangency; thence run South 74 degrees 30 minutes 00 seconds West for 200.00 feet; (the last mentioned three courses being coincident with Southerly Right-of-Way of Northeast 195th Street, Sky Lake Drive North, as shown on the Plat of Sky Lake North Rights-of-Way, as recorded in Plat Book 85, Page 16 of the Public Records of Miami-Dade County, Florida); thence run South 15 degrees 30 minutes 00 seconds East, at right angles to the last described course, for 210.00 feet; thence run South 61 degrees 58 minutes 08 seconds East for 137.93 feet; thence run North 74 degrees 30 minutes 00 seconds East for 100.00 feet; thence run South 76 degrees 30 minutes 00 seconds East for 305.43 feet; thence run South 47 degrees 30 minutes 00 seconds East for 85.00 feet; thence run North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence run North 42 degrees 30 minutes 00 seconds East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

Begin at the Eastern most corner of said Tract "A"; thence North 47 degrees 30 minutes 00 seconds West, for 170.00 feet to a Point of Curvature; thence Northwesterly, along a circular curve to the left, having a radius of 620.00 feet and a central angle of 26 degrees 30 minutes 00 seconds for an arc distance of 286.76 feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence South 16 degrees 00 minutes 00 seconds West, radial to the last described circular curve, for 13.00 feet; thence South 6 degrees 37 minutes 10 seconds East for 100.31 feet; thence South 38 degrees 23 minutes 40 seconds West for 96.00 feet; thence North 52 degrees 07 minutes 56 seconds West for 5.46 feet; thence South 36 degrees 07 minutes 04 seconds West, for 51.97 feet; thence South 13 degrees 30 minutes 00 seconds West, for 103.93 feet; thence South 76 degrees 30 minutes 00 seconds East, at right angles to the last mentioned course, for 157.09 feet; thence South 47 degrees 30 minutes 00 seconds East, for 85.00 feet; thence North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence North 42 degrees 30 minutes 00 seconds East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract "A"), Lying and being in Miami-Dade County, Florida.





CFN: 20130259173 BOOK 28564 PAGE 3961

This instrument prepared by  
and when recorded return to:  
Clifford A. Schulman, Esq.  
Greenberg Traurig LLP  
1221 Brickell Avenue  
Miami, Florida 33131

~~CFN 2004R0462547~~  
~~DR 04 0722E Pag 1177 - 1179 (1179)~~  
~~RECORDED 06/10/2004 14:03:29~~  
~~HARVEY RUVIN, CLERK OF COURT~~  
~~MIAMI-DADE COUNTY, FLORIDA~~



CFN 2004R04635250  
DR 04 3252I Pag 1199 - 12167 (12167)  
RECORDED 07/28/2004 10:52:12  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

(Space Above For Recorder's Use Only)

**DECLARATION OF RESTRICTIONS**

WHEREAS, the undersigned WICC Development, Inc., is the owner of the following described real property, consisting of approximately 142 acres, (the "Golf Course Property"), lying, being and situated in Miami-Dade County, Florida, and legally described as:

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

WHEREAS, WICC Development, Inc., is the owner of certain parcels of property (the "Apartment Property") presently zoned RU-4 and lying adjacent and contiguous to N.E. 195<sup>th</sup> Street, and also lying adjacent and contiguous to the Golf Course Property and legally described as:

See Exhibit "B" attached hereto and by this reference made a part hereof.

WHEREAS, WICC Development, Inc., is the owner of that certain parcel of property zoned BU-2 and presently being used as a Country Club for Williams Island Golf Course (the "Club House Property"), and legally described as:

See Exhibit "C" attached hereto and by this reference made a part hereof.

WHEREAS, the undersigned Williams Island Country Club, Ltd. ("the Applicant") is an affiliated company of WICC Development, Inc.; and

WHEREAS, for purposes of this Declaration, the owners noted above and the Applicant shall be collectively referred to as the "Owner"; and

WHEREAS, in April of 2003 the Applicant filed an application (the "Application"), as part of the April 2003 CDMP Amendment Cycle, to amend the Golf Course Property's designation on the land use plan map of the Miami-Dade County Comprehensive Development Master Plan from Parks and Recreation to Low Density Residential and that Application has been designated as "Application 3" for that cycle of Comprehensive Plan applications; and

RE-RECORDING Document to include EXHIBIT "E"

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**WHEREAS**, Owner has the present right on the Apartment Property and the Club House Property to construct approximately 300 multiple family residential units, other permitted uses permitted in an RU-4 zoning district, and certain commercial uses permitted in a BU-2 zoning district; and

**WHEREAS**, in conjunction with the Application, Owner wishes to voluntarily restrict the uses that are permitted on the Club House Property, the Apartment Property, and the Golf Course Property.

**NOW THEREFORE**, in consideration of the premises, and in order to assure the Miami-Dade County Board of County Commissioners, or its successor entity, that the representations made by the Owner concerning the type and manner of development and the number of units to be developed on the Apartment Property, the Club House Property and the Golf Course Property in the future shall be adhered to notwithstanding the permitted uses and densities under said zoning district regulations, and to assure the County Commission, or its successor entity, that this voluntary restriction shall be followed by the Owner, its successors and assigns, the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- (1) **Number of Units.** Notwithstanding the density and number of residential units that may be permitted by the land use designation sought by the Owner, development of the Golf Course Property shall not exceed a total of 825 residential units. The units may be a combination of single-family, townhouse, or multi-family units. The Club House and Apartment Properties shall not be developed for residential or commercial use.
- (2) **Restriction of Use and Density.** Notwithstanding the permitted uses and densities that are permitted by the zoning and land use designation of the Club House Property and the Apartment Property, these properties shall only be developed as parks as is shown on the Conceptual Plan noted herein.
- (3) **Conceptual Site Plan.** Subject to the approval of the Application, Owner agrees that prior to submission of any application to rezone any portion of the Golf Course Property, the Owner shall prepare a final site plan for the Golf Course Property, the Club House Property and the Apartment Property, which shall be submitted in conjunction with any rezoning application for all appropriate governmental approvals. Said final site plan shall be in Substantial Compliance (as defined by the applicable criteria set forth in Exhibit "D", attached hereto) with the Conceptual Plan prepared by Bradshaw Gill and Associates, dated July 31, 2003, consisting of 1 sheet, a copy of which is attached to this Declaration as Exhibit "E" (the "Conceptual Plan"). The Conceptual Plan merely sets forth the total number and types of residential units proposed for the Golf Course Property which, at no time, is to exceed 825 residential units, and the location of certain designated parks and buffer areas and is not intended to

show the exact location and orientation of buildings, parcel density or type of units or other design features of the units to be located within the Golf Course Property, the Apartment Property and the Club House Property. However, in no event shall the multi-family development exceed five (5) stories or seventy (70') feet in height. The Owner acknowledges that the future rezoning and development of the said properties shall require one or more detailed site plan approvals by the County which will determine, among other things, the exact type of units, the location, distribution, orientation and other requirements for compliance with all applicable zoning, fire and public works review standards. Any and all removal or relocation of existing trees on the site shall be in accordance with the requirements of Chapter 24 of the Miami-Dade County Code. In no event, except for access required by applicable police, fire, rescue or other emergency services agencies, shall Owner seek roadway access from the Golf Course Property to the portion of N.E. 195<sup>th</sup> Street which is adjacent to the Apartment and Club House Properties. Any such access shall be closed and secured so as to prevent unauthorized use except for an emergency, in a manner acceptable to the applicable governmental authorities, and subject to approval by the County. The Owner acknowledges that the County's acceptance of this Declaration shall in no way be deemed a waiver on the part of the County, its boards, or departments, to require future site plan approval for the development of the said properties. However, the Conceptual Plan depicts the development of the Apartment Property and the Club House Property as a passive public park and there shall be no modification to the Conceptual Plan to the contrary unless the requirements of Section (12) of this Declaration are satisfied.

- (4) Active Public Park Site. A contiguous five (5) gross acre active public park site on the Golf Course Property as shown in its approximate location on the attached Conceptual Plan, shall be,

(i) dedicated to Miami-Dade County (the "County") in fee simple, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. In no event shall said parcel be reduced in size below five (5) contiguous acres. Said parcel shall be maintained as an active public park and the operation and maintenance costs of said active public park shall be funded by either (i) a special taxing district,

subject to approval by the County, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

(5) **Passive Public Park Site.** A contiguous five (5) gross acre passive public park site as shown in its approximate location on the attached Conceptual Plan, shall be,

(i) dedicated in fee simple to the County, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. In no event shall said parcel be reduced in size below five (5) contiguous gross acres. Said parcel shall be maintained as a passive public park and the operation and maintenance costs of said passive public park shall be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

In the event that the County accepts the dedication of this site, the Owner shall undertake its best efforts to have the park designated as the "Willie

and Celia Trump Park."

In the event that the site is owned and maintained as a park pursuant to Section 8, Owner shall undertake its best efforts to designate the site as the "Willie and Celia Trump Park."

- (6) **Lineal Park and Jogging Path.** A Lineal Park and Jogging Path of at least 27.6 contiguous gross acres is shown in its approximate location extending along most of the perimeter of the Golf Course Property and so designated on the Conceptual Plan. This Lineal Park and Jogging Path shall be,

(i) dedicated to the County in fee simple, free of any encumbrances or liens, or;

(ii) if retention of ownership is necessary to achieve the density permitted by this Declaration, made subject to a perpetual easement;

without cost or charge to the County, for acquisition or maintenance, upon adoption of a resolution by the appropriate Community Zoning Appeals Board or the Miami-Dade Board of County Commissioners approving the rezoning of the Golf Course Property. The conveyance shall be subject to County approval and acceptance. Said site shall be maintained as a lineal public park and jogging path and the operation and maintenance costs of said lineal public park and jogging path shall be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

In the event that the County does not accept such dedication or grant of perpetual easement, then the Owner shall maintain said site as a park pursuant to the provisions of Section 8.

- (7) **Platting of Park Sites.** Prior to the final approval of the Application, Owner shall submit and process for approval with Miami-Dade County, an application for the platting or replatting of the Golf Course Property, the Apartment Property and the Club House Property. Said platting or replatting shall, if permitted by law, create separate platted parcels designated as the Passive Park Site, the Active Park Site and the Lineal Park and Jogging Path, as more specifically described above.
- (8) **Maintenance of Park Sites.** In the event that the Board of County

Commissioners, or its successor entity, does not accept the proffered dedication or grant of perpetual easement for either or any of the following: the Active Public Park Site, the Passive Public Park Site or the Linear Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the Owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to County approval, composed of the owners of residential units located on the Golf Course Property, (ii) a homeowners association composed of the then owners of residential units located on the Golf Course Property or (iii) such other funding mechanism as may be approved by the Miami-Dade Board of County Commissioners, or its successor entity. Such special taxing district, homeowners association, or funding mechanism shall be created prior to the issuance of building permits for the Golf Course Property.

- (9) Dedication of Fire Station Site or Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department. The dedication of a Fire Station Site or a monetary contribution in lieu of land, shall be provided for in a separate Declaration of Restrictions with the County.
- (10) Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned Owner, and their heirs, 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 limitation upon, all present and future owners of the real property and for the benefit of Miami-Dade County and the public welfare. Owner, and their heirs, successors and assigns, acknowledge that acceptance of this Declaration does not in any way obligate or provide a limitation on the County.
- (11) 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 amended, modified or released pursuant to the terms of Section 12.
- (12) Modification, Amendment, Release. This Declaration may be modified, amended, added to, derogated or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of the Golf Course Property, including joinder of all mortgagees, if any.

such time as the same is modified or released. These restrictions during their lifetime shall be in the event the recorded homeowners association covering any and future owners of the portion of the Golf Course Property which is a homeowners association may, on behalf of its members and in accordance with its articles of incorporation assigns, acknowledge that acceptance of this Declaration, modification, amendment, or release way obligate or provide a limitation on the County.

(11) **Term.** This Declaration evidenced by its written resolution of the homeowners association and a parties and all persons claiming authority to be executed by the (50) percent of the homeowners from the date this Declaration is board of directors affirming that the vote complied with the extended automatically unless and incorporation of the (1) day of the association and that the unless amended, modified or released pursuant to the written instrument to the articles of incorporation and the bylaws of the association to make such consent.

(12) **Modification, Amendment, Release.** This Declaration may be modified, amended, added to, derogated or released, and no such modification, amendment, derogation or any portion thereof shall be made without the written consent of all the owner(s) of the Golf Course Property which owner(s) of the Golf Course Property which will be evidenced by the written resolution of a homeowners association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Golf Course Property are not members of a recorded homeowners association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded homeowners association(s), and must be evidenced by an executed written instrument."

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Any modification, amendment or release must also be approved by the Board of County Commissioners of Miami-Dade County, Florida. However, any modification, amendment, derogation, or release of this Declaration shall only be made pursuant to the provisions governing amendments to comprehensive plans as set forth in Section 2-116.1 of the Code of Miami-Dade County, Chapter 163, Part II, of the Florida Statutes (the Local Government Comprehensive Planning and Land Development Regulation Act), Section 2-116.1 of the Miami-Dade County Code of Ordinances, and any successor legislation which may, from time to time, govern the amendment of Miami-Dade County's Comprehensive Development Master Plan.

Should this Declaration be so modified, amended, added to, derogated or released by the Miami-Dade Board of County Commissioners or any of its successor entities, after a public hearing, the Director of the Miami-Dade County Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by the Director's assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, derogation, or release.

Notwithstanding anything in this Declaration to the contrary, this Declaration shall not be modified, amended or released without the previous written consent of seventy-five percent (75%) of the total number

of owners of property within a one half (1/2) mile radius east and north of the Golf Course Property.

The Conceptual Plan depicts the development of the Apartment Property and the Club House Property as a passive public park and there shall be no modification to the Conceptual Plan to the contrary unless:

- (i) all of the requirements of this section are satisfied; and
- (ii) the Board of County Commissioners determines that said modification is necessary to ensure either the public health, safety, or welfare; and
- (iii) said modification is approved by a unanimous vote of all the members of the Board of County Commissioners then in office.

In determining that such modification is necessary for the public health, safety, or welfare pursuant to subsection (ii) above, the Board of County Commissioners must take into consideration the fact that the 825 residential units permitted by this Declaration are, in part, premised upon the passive park provided for in the Conceptual Plan.

- (13) **Acceptance of Declaration.** Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance.
- (14) **Enforcement.** Enforcement shall be by action against any parties or person violating, or attempting to violate, any provision of this Declaration. This Declaration, and the acceptance hereof by Miami-Dade County, is not intended and should not be construed to confer any rights on any third parties. 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 its attorney, at trial and appeal, or any other levels. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.
- (15) **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.



- (16) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by Miami-Dade County, and inspections made and approval of occupancy given by Miami-Dade County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- (17) **County Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official or inspector of Miami-Dade County, 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.
- (18) **Authorization for Miami-Dade County to Withhold Permits and Inspections.** In the event the terms of the Declaration are not being complied with, in addition to any other remedies available, the County 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.
- (19) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
- (20) **Recording.** This Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County, at the cost of the Owner, upon approval of the Application by the Miami-Dade Board of County Commissioners.

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Signed, witnessed, executed and acknowledged this 8<sup>th</sup> day of April, 2004.

WICC Development, Inc.  
4000 Williams Island Blvd.  
Suite #301  
Aventura, Florida 33160

By: [Signature]  
Alan Matus, President

(SEAL)

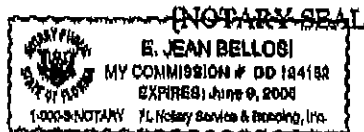
STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE } ss:

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004 by Alan Matus, President of WICC Development, Inc., who is personally known to me or produced a valid drivers license as identification.

Notary Public  
Sign Name: E. Jean Bellosi  
Print Name: E. JEAN BELLOSI

My Commission Expires:

Serial No. (None, if blank): \_\_\_\_\_



Signed, witnessed, executed and acknowledged this 8<sup>th</sup> day of April, 2004.

Williams Island Country Club, Ltd.  
4000 Williams Island Blvd.  
Suite #301  
Aventura, Florida 33160

By: [Signature]  
Alan Matus, President

(SEAL)

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

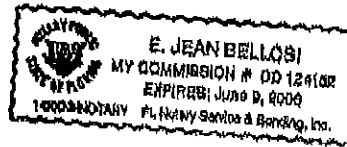
The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2004 by Alan Matus, President of Williams Island Country Club, Ltd., who is personally known to me or produced a valid drivers license as identification.

Notary Public  
Sign Name: E. Jean Bellosi  
Print Name: E. JEAN BELLOSI

My Commission Expires:

Serial No. (None, if blank): \_\_\_\_\_

[NOTARY SEAL]



## Exhibit "A"

A portion of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80 degrees 54 minutes 08 seconds West for 299.35 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 520.00 feet and a central angle of 51 degrees 35 minutes 52 seconds for an arc distance of 468.29 feet to a Point of Tangency; thence run North 47 degrees 30 minutes 00 seconds West for 260.63 feet; thence run South 84 degrees 19 minutes 13 seconds West for 127.48 feet; thence run North 47 degrees 30 minutes 00 seconds West for 83.00 feet; thence run North 76 degrees 30 minutes 00 seconds West for 303.43 feet; thence run South 74 degrees 30 minutes 00 seconds West for 100.00 feet; thence run North 61 degrees 58 minutes 08 seconds West for 137.93 feet; thence run South 74 degrees 30 minutes 00 seconds West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24 degrees 04 minutes 46 seconds for an arc distance of 525.33 feet; thence South 42 degrees 41 minutes, 52 seconds West, for 26.51 feet; thence North 27 degrees 57 minutes 53 seconds West for 27.80 feet to a point on a curve; said point bearing South 10 degrees 01 minute 10 seconds West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 55 degrees 28 minutes 00 seconds for an arc distance of 1210.09 feet; thence North 38 degrees 54 minutes 34 seconds West for 798.08 feet to a point on a curve; said point bearing South 1 degree 11 minutes 19 seconds East from the centerpoint of the next described curve (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB as recorded in Plat Book 99 at Page 2 of the Public Records of Miami-Dade County, Florida; thence Westerly along a circular curve to the right having a radius of 2914.79 feet and a central angle of 3 degrees 08 minutes 19 seconds for an arc distance of 139.67 feet to a Point of Tangency; thence North 88 degrees 03 minutes 00 seconds West for 355.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southerly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, as recorded in Plat Book 88, at page 1 of the Public Records of Miami-Dade County, Florida; thence South 2 degrees 47 minutes 45 seconds West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence South 3 degrees 34 minutes 41 seconds West along the East line of the Northeast 1/4 of said Section 1, for 256.27 feet to a Point of Intersection with the Northeastly Right-of-Way line of Snake Creek Canal; thence South 48 degrees 06 minutes 28 seconds East, along the said Northeastly Right-of-Way line of Snake Creek Canal for 4903.57 feet; thence run North 51 degrees 42 minutes 10 seconds East for 25.37 feet; thence run South 48 degrees 06 minutes 23 seconds East, continuing along the said Northeastly Right-of-Way line of Snake Creek Canal for 152.23 feet; thence run

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North 51 degrees 42 minutes 10 seconds East, along the Northwesternly Right-of-Way line of Seaboard Airline Railroad, for 1665.77 feet; thence run due North along the East line of the aforesaid Section 6 for 884.08 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

A portion of the Northeast 1/4 of Section 4, Township 52 South, Range 42 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.73 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

**ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

Begin at the intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwesternly Right-of-Way line of Seaboard Coast Line Railroad and run South 51 degrees 42 minutes 10 seconds West along the said Northwesternly Right-of-Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38 degrees 17 minutes 50 seconds West at right angles to the last described course for 130.00 feet; thence North 51 degrees 42 minutes 10 seconds East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.69 feet; thence North 51 degrees 42 minutes 10 seconds East for 151.63 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 175.85 feet to the Point of Beginning.

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**EXHIBIT "B"**

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 31, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 869.78 feet to a Point of Curvature; thence run Southwesterly, Westerly, and Northwesterly, along a circular curve to the right having a radius of 650.00 feet and a central angle of 132 degrees 30 minutes 00 seconds, for an arc distance of 1503.16 feet; thence run South 42 degrees 30 minutes 00 seconds West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described, thence run North 47 degrees 30 minutes 00 seconds West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 620.00 feet and a central angle of 38 degrees 00 minutes 00 seconds, for an arc distance of 627.62 feet to a Point of Tangency; thence run South 74 degrees 30 minutes 00 seconds West for 200.00 feet; (the last mentioned three courses being coincident with Southerly Right-of-Way of Northeast 195th Street, Sky Lake Drive North, as shown on the Plat of Sky Lake North Rights-of-Way, as recorded in Plat Book 85, Page 16 of the Public Records of Miami-Dade County, Florida); thence run South 15 degrees 30 minutes 00 seconds East, at right angles to the last described course, for 210.00 feet; thence run South 61 degrees 58 minutes 08 seconds East for 137.93 feet; thence run North 74 degrees 30 minutes 00 seconds East for 100.00 feet; thence run South 76 degrees 30 minutes 00 seconds East for 85.00 feet; thence run North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence run North 42 degrees 30 minutes 00 seconds East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

Begin at the Eastern most corner of said Tract "A"; thence North 47 degrees 30 minutes 00 seconds West, for 170.00 feet to a Point of Curvature; thence Northwesterly, along a circular curve to the left, having a radius of 620.00 feet and a central angle of 286.76 feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence South 16 degrees 00 minutes 00 seconds West, radial to the last described circular curve, for 13.00 feet; thence South 6 degrees 37 minutes 10 seconds East for 100.31 feet; thence South 38 degrees 23 minutes 40 seconds West for 96.00 feet; thence North 52 degrees 07 minutes 56 seconds West for 5.46 feet; thence South 36 degrees 07 minutes 04 seconds West, for 51.97 feet; thence South 13 degrees 30 minutes 00 seconds West, for 103.93 feet; thence South 76 degrees 30 minutes 00 seconds East, at right angles to the last mentioned course, for 157.09 feet; thence South 47 degrees 30 minutes 00 seconds East, for 85.00 feet; thence North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence North 42 degrees 30 minutes 00 seconds East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract "A"). Lying and being in Miami-Dade County, Florida.

## EXHIBIT "C"

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along circular curve to the left, having a radius of 1175.92 feet and a central angle of 0 degrees 42 minutes 44 seconds for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 7 degrees 33 minutes 08 seconds for an arc distance of 155.00 feet (last mentioned course being coincident with the Northerly boundary of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East for 251.78 to a point on a curve, said point bearing South 3 degrees 22 minutes 02 seconds East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11 degrees 56 minutes 48 seconds for an arc distance of 260.64 feet; thence North 42 degrees 41 minutes 52 seconds East, for 39.54 feet; thence North 4 degrees 44 minutes 02 seconds West, for 106.72 feet; thence North 4 degrees 17 minutes 25 seconds East, for 102.80 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

and

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 23 seconds West, from the radius point of the next described curve); thence Easterly along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 8 degrees 15 minutes 52 seconds for an arc distance of 16.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19 degrees 49 minutes 36 seconds for an arc distance of 406.91 feet (last mentioned course being coincident with the Northerly boundary line of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East radial to the last described curve line, for 210.00 feet; thence South 74 degrees 30 minutes 00 seconds West, at right angles to the last mentioned course, for 136.12 feet to a point of curve; thence Westerly, along a

ircular curve to the right, having a radius of 1250.00 feet and a central angle of 12 degrees 07 minutes 58 seconds an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeasterly direction on a course of South 15 degrees 30 minutes 00 seconds East; thence North 15 degrees 30 minutes 00 seconds West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.



**EXHIBIT "D"**

**I. Substantial Compliance shall mean changes that do not exceed the following criteria if shown on the Concept Plan (Exhibit "E") and information contained thereon:**

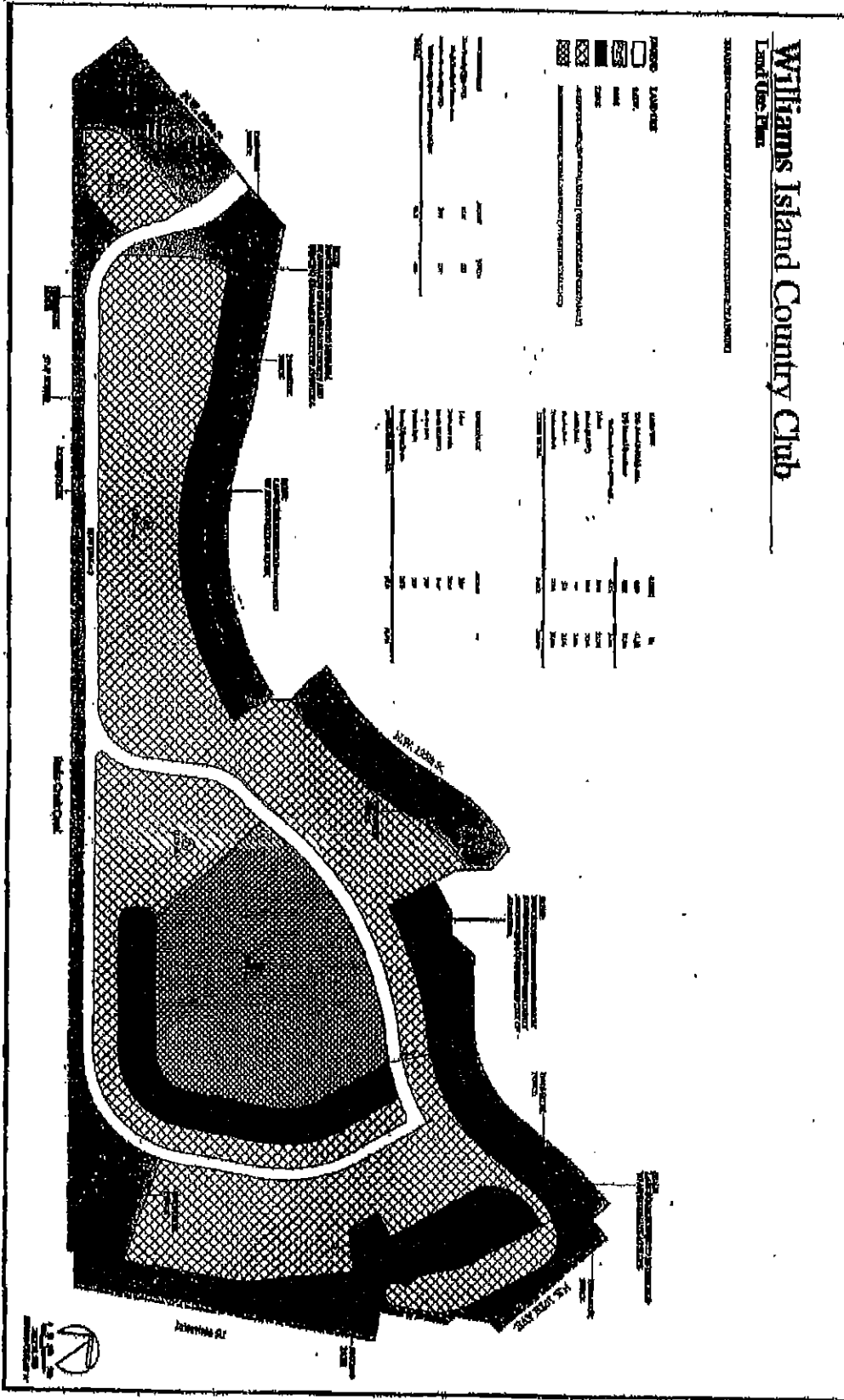
**(A) Development density and intensity have not materially changed, in that:**

1. the number of stories is the same or fewer;
2. the height of the building(s) is the same or less;
3. the number of units is the same or fewer;

**(B) Design has not materially changed, in that:**

1. the roadway patterns, including ingress-egress points, are in the same general location as shown on the original plans, and are no closer to the rear or interior side property lines than shown on the original plans;
2. the setbacks for the areas designated for development are the same or greater distance from perimeter property lines;
3. the park and jogging path sites and the water bodies are in the same general location, are of the same or greater amount, and are configured in a manner that does not diminish a previously intended buffering effect;
4. the proposed perimeter walls and/or fences are in the same general location and of a comparable type and design as previously approved;
5. the proposed changes do not have the effect of creating any noncompliance or nonconformity with the strict application of the zoning code that were not previously approved at public hearing, or of expanding the scope of existing variances, alternative site development options, or other approvals pursuant to alternative development standards such that they would differ to a greater degree from the strict application of the zoning code;

JR BK 22521 PG 1216  
LAST PAGE



*66*



**RESOLUTION NO. CZAB2-1-06**

**WHEREAS, WI 825 PARTNERS L. L. C.** had applied for the following:

- (1) GU, RU-4, & BU-2 to PAD
- (2) UNUSUAL USE to permit a lake fill and lake excavations.
- (3) Applicant is requesting to permit single-family residential attached units with a private open space varying from 36.3% to 46% (60% required for each unit).

Upon a demonstration that the applicable standards have been satisfied, approval of Request #3 may be considered under §33-311(A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "Williams Island Country Club," as prepared by Bradshaw Gill Associates & Gecko Group, Inc., consisting of 62 sheets and dated stamped received 11/17/05 and "Site Area Calculation Plan," one sheet dated stamped received 12/21/05. Plans may be modified at public hearing.

**SUBJECT PROPERTY: PARCEL A:** A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51 being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due south along the east line of the NE ¼ of said Section 6 for 1784.78' to the Point of beginning of the parcel of land hereinafter described; thence run due west for 330'; thence run S80°54'08"W for 299.35' to a Point of curvature; thence run SW/ly, W/ly and NW/ly along a circular curve to the right, having a radius of 520' and a central angle of 51°35'52" for an arc distance of 468.29' to a Point of tangency; thence run N47°30'00"W for 260.63'; thence run S84°19'13"W for 127.48'; thence run N47°30'00"W for 85'; thence run N76°30'00"W for 305.43'; thence run S74°30'00"W for 100'; thence run N61°58'08"W for 137.93'; thence run S74°30'00"W for 136.12' to a Point of curvature; thence W/ly, along a circular curve to the right having a radius of 1,250' and a central angle of 24°04'46" for an arc distance of 525.33'; thence S42°41'52"W, for 26.51'; thence N27°57'55"W for 27.8' to a point on a curve; said point bearing S10°01'10"W from the radius point of the next described curve; thence NW/ly along a circular curve to the right, having a radius of 1,250 and a central angle of 55°28'00" for an arc distance of 1,210.09' feet; thence N38°54'34"W for 798.08' to a Point on a curve; said point bearing S01°11'19"E from the center point of the next described (said last mentioned two courses being coincident with the SW/ly boundary of SKY LAKE GOLF CLUB Plat Book 99, Page 2); thence W/ly along a circular curve to the right having a radius of 2,914.79' and a central angle of 3°08'19" for an arc distance of 159.67' to a Point of tangency; thence N88°03'00"W for 855.18' to a Point of interaction with the west line of the NW ¼ of said Section 6, said last described two courses being coincident with the S/ly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, Plat Book 88, Page 1; thence S2°47'45"W along the said west line of the NW ¼ of Section 6, for 15' to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence S3°34'41"W along the east line of the NE ¼

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of said Section 1, for 256.27' to a Point of Intersection with the NE/ly Right-of-Way line of Snake Creek Canal; thence S 48°06'28"E, along the said NE/ly Right-of-Way line of Snake Creek Canal for 4,903.57'; thence run N 51°42'10"E for 25.37'; thence run S 48°06'28"E, continuing along the said NE/ly Right-of-Way line of Snake Creek Canal for 152.23'; thence run N 51°42'10"E, along the NW/ly Right-of-Way line of Seaboard Airline Railroad, for 1,665.77' feet; thence run due north, along the east line of the aforesaid Section 6 for 884.88' feet to the Point of beginning. **LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:** A portion of the NE ¼ of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run south along the east line of said Section 6 for a distance of 1,784.78' to the Point of beginning of the herein described parcel; thence continue along the last described course for a distance of 100'; thence run west, at right angles to the last described course, for a distance of 100'; thence run due north, at right angles to the last described course, for a distance of 100'; thence run east, at right angles to the last described course, for a distance of 100' to the Point of beginning. **ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:** Begin at the Intersection of the east line of the NE ¼ of said Section 6, with the NW/ly Right-of-Way line of the Seaboard Coast Line Railroad and run S 51°42'10"W along the said NW/ly Right-of-Way line of Seaboard Coast Line Railroad for 400'; thence N 38°17'50"W at right angles to the last described course for 130'; thence N 51°42'10"E for 287.32'; thence north along a line west of and parallel with the east line of the NE ¼ of said Section 6 for 49.69'; thence N 51°42'10"E for 151.63'; thence east at right angles to the next described course for 50'; thence south along the east line of the NE ¼ of said Section 6 for 175.85' to the Point of Beginning. **AND: PARCEL B:** A portion of Tract "A", SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence at the NW/ly corner of said Tract "A" (said Point of commencement being on a curve and bearing S 12°35'28"W, from the radius point of the next described curve); thence E/ly, along the N/ly boundary of said Tract "A", along a circular curve to the left, having a radius of 1,175.92' and a central angle of 0°42'44" for an arc distance of 14.62' to the Point of beginning of the following described parcel of land: thence continue E/ly, along said circular curve to the left, having a radius of 1,175.92' and a central angle of 7°33'08" for an arc distance of 155' (last mentioned course being coincident with the N/ly boundary of said Tract "A"); thence S 15°30'00"E for 251.78' to a point on a curve, said point bearing 53°22'02"E from the radius point of said curve; thence W/ly, along a circular curve to the right, having a radius of 1,250' and a central angle of 11°56'48" for an arc distance of 260.64'; thence N 42°41'52"E, for 59.54'; thence N 4°44'02"W, for 106.72'; thence N 4°17'25"E, for 102.8' to the Point of Beginning. **AND: PARCEL C:** A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence at the NW/ly corner of said Tract "A" (said Point of commencement being on a curve and bearing S 12°35'28"W, from the radius point of the next described curve); thence E/ly, along the N/ly boundary of said Tract "A", along a circular curve to the left, having a radius of 1,175.92' and a central angle of 8°15'52" for an arc distance of 169.62' to the Point of beginning of the following described parcel of land; thence continue E/ly, along said circular curve to the left, having a radius of 1,175.92' and a central angle of 19°49'36" for an arc distance of 406.91' (last mentioned course being

coincident with the N/ly boundary line of said Tract "A"); thence S 15°30'00"E east radial to the last described curve line, for 210'; thence S 74°30'00"W, at right angles to the last mentioned course, for 136.12' to a Point of curvature; thence W/ly, along a circular curve to the right, having a radius of 1250' and a central angle of 12°07'59" for an arc distance of 264.7' to a point in a line drawn through the Point of beginning and extending in a SE/ly direction on a course of S 15°30'00"E; thence N 15°30'00"W, along such line drawn through the Point of beginning, for a distance of 251.78' to the Point of beginning.  
AND: PARCEL "D":

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence of the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due south, along the east line of the NE ¼ of said Section 6 for 869.78' to a Point of curvature; thence run SW/ly, W/ly, and NW/ly, along a circular curve to the right having a radius of 650' and a central angle of 132°30'00", for an arc distance of 1,803.16'; thence run S 42°30'00"W radial to the last described curve for 30' to the Point of beginning of the parcel of land hereinafter described; thence run N 47°30'00"W for 170' to a Point of curvature; thence run W/ly along a circular curve to the left having a radius of 620' and a central angle of 58°00'00", for an arc distance of 627.62' to a Point of tangency; thence run S 74°30'00"W for 200' (the last mentioned three courses being coincident with S/ly Right-of-Way of N.E. 195th Street, Sky Lake Drive North, as shown on the Plat of SKY LAKE NORTH RIGHTS-OF-WAY, Plat Book 85, Page 16); thence run S 15°30'00"E, at right angles to the last described course, for 210'; thence run S 61°58'08"E for 137.93'; thence run N 74°30'00"E for 100'; thence run S 76°30'00"E for 305.43'; thence run S 47°30'00"E for 85'; thence run N 84°19'13"E for 127.48'; thence run N 42°30'00"E for 210' to the Point of Beginning. LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A": Begin at the Eastern most corner of said Tract "A"; thence N 47°30'00"W, for 170.00' to a Point of curvature; thence NW/ly, along a circular curve to the left, having a radius of 620' and a central angle of 26°30'00" for an arc distance of 286.76' feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence S 16°00'00"W, radial to the last described circular curve, for 13'; thence S 6°37'10"E for 100.31'; thence S 38°23'40"W for 96'; thence N 52°07'56"W for 5.46'; thence S 36°07'40"W, for 51.97'; thence S 13°30'00"W, for 103.93'; thence S 76°30'00"E, at right angles to the last mentioned course, for 157.09'; thence S 47°30'00"E, for 85'; thence N 84°19'13"E for 127.48'; thence N 42°30'00"E, for 210' to the Point of beginning (last mentioned four courses being coincident with the S/ly and SE/ly boundary of said Tract "A").

LOCATION: The Northwest corner of I-95 & Snake Creek Canal, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 2 was advertised and held, as required by law, and all interested parties concerned in

the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions which among other things provided:

- 1) **Site Plan.** That the Property shall be developed substantially in accordance with the plans previously submitted, entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by Gecko Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans"), as may be modified at the public hearing on the Application. Said plans being on file with the Department and by reference made a part of this Agreement.
- 2) **Residential Density Restriction.** That residential development of the Property shall not exceed 825 dwelling units.
- 3) **Active Public Park Site.** That subject to County approval and acceptance, a contiguous 5 gross acre active public park site on the Property, as depicted in its approximate location on the Site Plan and entitled "Active Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said active public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners; or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 4) **Passive Public Park Site.** That subject to County approval and acceptance, a contiguous 5 gross acre passive public park site, as depicted in its approximate location on the Site Plan and entitled "Passive Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County accepts such conveyance, the Owner shall undertake its best efforts to have the park designated as the "Wille and Cella Trump Park." In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant

to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said passive public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 5) **Lineal Park and Jogging Path.** That subject to County approval and acceptance, a contiguous 27.6 gross acre lineal park and jogging path, as depicted in its approximate location on the Site Plan and entitled "Perimeter Buffer Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall agree to provide public access to all active public parks and provide access easements to such parks where the park land is not continuous.

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said lineal park and jogging path shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 6) **Maintenance of Park Sites.** That in the event that the Board of County Commissioners, or its successor entity, does not accept the proffered conveyance of one or more of the Active Public Park, the Passive Public Park, or the Lineal Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the

then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 7) Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department.  
That owner shall contribute funds to the Miami-Dade Fire Rescue Department equivalent to the value of a hypothetical 1.0 net acre of the Property calculated based on the fair market value of the Property as rezoned to the County's Planned Area Development district, assuming highest and best use as residentially zoned as determined by a professional property appraiser selected from the list of approved property appraisers maintained by the Miami-Dade General Services Administration after final approval of the Application (the "Fire Department Contribution"). Said property appraisal shall be completed by Owner and paid by Owner no later than 90 days following final approval of the Application, including the expiration of all applicable appeal periods. The total amount of the Fire Department Contribution shall be subject to agreement between the County and the Owner. No final plat shall be approved for residential development until such agreement has been finalized.

That the Fire Department Contribution shall be paid to the Miami-Dade County in two installments. The first installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to any platting or waiver of plat of lots for residential development on the Property. The second installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

That all unpaid Fire Department Contributions shall be subject to continuing adjustments over time beginning on the first day following the effective date of the final approval of the Application, including the expiration of all applicable appeal periods, and extending until the Fire Department Contribution is paid to the Miami-Dade County. The standard for determining adjustments for the first installment of the Fire Department Contribution shall be the national Consumer Price Index issued by the Bureau of Labor (the "CPI"). The standard for determining adjustments for the second installment of the Fire Department Contribution shall be the higher of the CPI or the average percentage increase in the value of the underlying land, without taking improvements into consideration, which composes the Property as determined by a property appraiser from the list of approved property appraisers maintained by the Miami-Dade General Services Administration. Said property appraisal shall be paid for by Owner and completed prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

That the Fire Department Contribution shall be credited against, but shall not be limited to, the amount of any future Fire and Emergency Medical Services Impact Fee, provided such credit is specifically allowed by the express terms of Section 33J of Code of Miami-Dade County (the "Code"). Any such credits must be applied for



or requested by the Owner, its heirs, successors or assigns, as may be necessary, in accordance with Section 33) of the Code.

- 8) **Development Schedule.** That development of the Property is projected to commence no later than 24 months from the final approval of the Application, including the expiration of all applicable appeals periods and the resolution of all resulting appeals. Development of the Property is projected to be completed within 4 years from the date of commencement.
- 9) **Additional Quantitative Data.**
- A. **Total Number of Bedrooms.** That the total number of bedrooms on the Property shall not exceed 2,863.
  - B. **Total Building Coverage.** That the total ground level building coverage for the Property shall not exceed 21.2 acres.
  - C. **Open Space.** That the area of common open space for the Property shall be in accordance with Section 33-284.27(l) of the Code, as may be amended from time to time.
  - D. **Residential Density.** That the maximum density on the Property shall be 5.6 units per gross acre.
  - E. **Private Roads.** That the roadways within the Property shall be private. The area of pavement shall be 19.9± acres, including parking lots and driveways.
  - F. **Population Projection.** That the estimated population projection resulting from the development of the Property is 1,650 people.
- 10) **Types of Dwelling Units.** That owner agrees to develop the Property with detached single-family units, townhouse units, and residential multi-family units with the following models and sizes:

Detached Single Family Units

- Model A - single-story, approximately 1,666 square feet
- Model B - single-story, approximately 2,194 square feet
- Model C - two-story, approximately 2,697 square feet
- Model D - two-story, approximately 3,650 square feet

Two-Story Townhouse Units

- Model A (Corner) - approximately 1,789 square feet
- Model A (Center) - approximately 1,774 square feet
- Model B (Corner) - approximately 2,172 square feet
- Model B (Center) - approximately 2,190 square feet

Single Floor Multifamily Units

Unit A (Lower Floor) - approximately 1,121 square feet  
 Unit A (Upper Floor) - approximately 1,179 square feet

Two Floor Multifamily Unit

Approximately 1,120 square feet

- 11) Accessory Uses. That owner agrees that the accessory uses on the Property shall be limited to a gate house, a club house, swimming pools, lake pavilions, water features, associated recreational uses, and other buildings or structures on a lot or parcel subordinate to and not forming an integral part of the main or principal building but pertaining to the use of the main building.
- 12) Ownership and Maintenance of Roadways, Lakes, Landscaping and Common Areas. That the operation and maintenance cost of the roadways, lakes, landscaping and common areas on the Property shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.
- 13) Future/Existing Transit Amenities. That owner agrees to work with Metro-Dade Transit (MTD) in the accommodation of future and existing transit amenities such as pull-out bays, shelters, and other amenities providing services to the Property.
- 14) Pedestrian and Vehicular Access. That owner agrees to provide permanent and safe access for pedestrian and vehicular traffic on the Property at all times. Access shall also be provided at all times to fire, police, health, sanitation, and other public service personnel and vehicles. Furthermore, all streets or access ways within the Property shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, subject to the approval of the appropriate County departments.

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary change to PAD (Item #1) would be compatible

with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the requested unusual use (Item #2) and the request to permit single-family residential attached units with a private open space varying from 36.3% to 48% (Item #3) would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requested unusual use (Item #2) would not have an adverse impact upon the public interest and should be approved, and that the proffered Declaration of Restrictions should be accepted, and

WHEREAS, a motion to accept the proffered Declaration of Restrictions, approve Items #1 & 2, and approve Item #3 as a non-use variance was offered by Caryn Montague, seconded by Adrienne F. Promoff, and upon a poll of the members present the vote was as follows:

|                  |     |                       |     |
|------------------|-----|-----------------------|-----|
| Lonna Cohen      | aye | Patrick J. Gannon Jr. | aye |
| Chaim Druln      | aye | Caryn Montague        | aye |
| Kenneth Friedman | aye | Adrienne F. Promoff   | aye |
|                  |     | Peggy A. Stroker      | aye |

NOW THEREFORE BE IT RESOLVED by the Miami-Dade County Community Zoning Appeals Board 2, that the requested district boundary change to PAD (Item #1) be and the same is hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED that the requested unusual use (Item #2) and the request to be and the same are hereby approved, and that the request to permit single-family residential attached units with a private open space varying from 36.3% to 48% (Item #3) be and the same is hereby approved as a non-use variance, with Items #2 and 3 subject to the following conditions:

1. That the applicant submit to the Department for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
2. That a recordable agreement be submitted to and meet with the approval of the Director providing for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, and sanitation and other public service personnel and vehicles. The agreement, which shall be a covenant running with the land, shall also include a stipulation that the streets, or access ways, shall be installed and maintained by the applicant, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting with the approval of the Director and the Director of the Public Works Department. Such agreement shall be executed by the property owner and any and all parties having an interest in the land, such as mortgagees, etc., and its improvements.
3. That in the event of multiple ownership, a homeowner's association, Special Taxing District or Community Development District be established in accordance with applicable regulations to assure that all common area and facilities for use of all residents shall be maintained in a continuous and satisfactory manner, and without expense to the general taxpayer of Miami-Dade County. The instrument incorporating such provisions shall be approved by the County Attorney as to form and legal sufficiency and shall be recorded in the public records of Miami-Dade County at the time recording of the subdivision plat.
4. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by Gecko Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans").
5. That the use be established and maintained in accordance with the approved plan.
6. That the applicant comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments.
7. That the lake tract be platted; no building permit shall be issued for lots contiguous to the lake tract until the lake excavation is completed and lake as-built drawings submitted to and approved by the Department.

*Or in lieu of condition #7 the following:*

- 7a. Prior to the approval of any type of plat on the property, the Owner(s) of the property shall submit a Unity of Title agreement to the Department of Planning and Zoning; said agreement shall encumber the entire property described in the plat. Once the Unity of Title agreement has been reviewed and accepted it shall be

recorded in the Public records prior to final plat consideration by the Board of County Commissioners. Upon receipt of a written request to release the Unity of Title agreement, the Department will consider the release only after the issuance of a lake excavation permit and the submittal and final approval of the lake excavation as-builts. The lake excavation area shall be shown as a separate tract and appropriately labeled as such on the final plat.

8. That complete lake excavation plans prepared and sealed by a Florida-licensed surveyor and/or professional engineer be submitted to and meet with the approval of the Director upon the submittal of an application for a lake excavation permit.
9. That the grading, leveling, sloping of the banks and perimeter restoration shall be on a progressive basis as the project develops and the excavation progresses. The applicant will submit "as built" surveys prepared and sealed by a Florida-licensed surveyor and/or professional engineer at final completion of the excavation, or upon request of the Director or the Director of Environmental Resources Management.
10. That the proposed upland Buffer which is located west of the residential developments fronting on NE 195<sup>th</sup> St, shall be, subject to approval by DERM and the Public Works Department, increased to up to 100' feet from the proposed 65'.
11. That the property shall be staked to meet with the approval of the Director and the Director of Environmental Resources Management; said stakes shall be maintained in proper position so that the limits of the excavation, slopes and grade levels may be easily determined.
12. That upon completion of the project, the property shall be restored and left in an acceptable condition meeting with the approval of the Director and the Director of Environmental Resources Management.
13. No material shall be removed from the premises and all excavated material shall be used to improve the property described in the application.
14. That the use of explosives shall be strictly prohibited in connection with the lake excavation operation.
15. That the days and hours of the lake excavation operation shall be controlled by the Director to ensure that the same does not become a nuisance to the surrounding area.
16. That the lake excavation operation shall be carried on continuously and expeditiously so that the entire project will be completed within twelve (12) months from the date of permit issuance for the proposed lake excavation.
17. If the lake excavation operation is discontinued, abandoned, falls behind schedule or time expires, the existing excavation shall immediately be sloped to conform with the approved plans and the entire operation shall be removed from the premises.

18. That in order to insure compliance with all terms and conditions imposed, a cash or substantially equivalent instrument meeting with the approval of the Director shall be posted with the Department, payable to Miami-Dade County, in an amount as may be determined and established by the Director; said instrument shall be in such form that the same may be recorded in the public records of Miami-Dade County and said instrument shall be executed by the property owner and any and all parties who may have an interest in the land, such as mortgagees, etc.
19. That the applicant obtain an excavation use permit from the Department, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
20. All excavations shall be completely enclosed by a safety barrier, minimum height of 6 feet, consisting of either orange plastic safety fence or wood slat storm fencing installed on 4" x 4" posts spaced every 10 feet. Said barrier shall be installed prior to issuance of the excavation permit and commencement of excavating and shall remain in place until work is complete and the performance bond is released.
21. All excavations shall be posted every 50 feet with warning signs a minimum of 18" x 18" in size.
22. That a hedge, 3' high at time of planting, be installed on both sides of the required guardrails. Hedge shall be of a native species as specified in the adopted Miami-Dade County Landscape Manual.

Bond Requirements.

In addition to any bond required by DERM, the property owner and any and all parties who may have a legal beneficial or equitable interest in the land shall execute a bond agreement with the Department of Planning and Zoning prior to issuance of a CU for a fill project. Such bond agreement shall stipulate that in order to insure compliance with all terms and conditions associated with the fill project permit approval, a cash or surety bond or substantially equivalent instrument meeting with the approval of the Director shall be posted by the applicant with the Department, payable to Miami-Dade County, in an amount as may be determined and established by the Director and the DERM Director. Said instrument shall be in such form that the same may be recorded in the public records of Miami-Dade County. The bond amount will be based on the volume of cut required to conform any remaining excavation to the approved slope configuration, as well as a minimum flat rate bond amount of \$50,000 to remove any unauthorized fill material. The bond agreement terms and conditions shall include, but shall not be limited to, the following:

23. that no portion of the property subject to the approved excavation fill plan and permit shall be transferred without the approval of the Director, unless the filling of the subject excavation has been completed in accordance with the excavation fill plan and permit for the fill project and unless the bond has been released;

bond agreement with the Department of Environment and Natural Resources for a CU for a fill project. Such bond agreement shall stipulate that in order to comply with all terms and conditions associated with the fill project approval, a cash or surety bond or substantially equivalent instrument with the approval of the Director shall be posted by the applicant with the permit, payable to Miami-Dade County, in an amount as may be determined by the Director and the DERM Director. Said instrument shall be in

that the same may be recorded in the public records of Miami-Dade County. The bond amount will be based on the volume of cut required to conform with the approved slope configuration, as well as a flat rate bond amount of \$50,000 to remove any unacceptably fill. The bond agreement terms and conditions shall include the following:

22. that only such clean fill material as allowed by Chapter 24 of this Code and approved in writing by the Department of Environmental Resources Management, shall be used in the fill project; that no fill material or unacceptable fill to be removed shall be permitted to be stored on property abutting the fill project site or within the adjacent rights-of-way at any time during the fill project;

23. that any unacceptable fill material be stored in containers; shall not be permitted to remain on the property for more than thirty (30) days; and shall not exceed a volume of forty (40) cubic yards;

26. that neither the clean fill material piles, nor the unacceptable fill material piles, nor the piles awaiting sorting shall be permitted to exceed a height of 10 feet above the applicable flood elevations for the property;

Page No. 12

CZAB2-1-06

27. that the hours of the lakefill operation shall be controlled by the Director;

28. that the deadline date for the completion of the fill project, including final closure and completion of all tasks set forth in the approved plans and permit shall be determined by the Director and established in the permit. All authorized work shall be carried on continuously and expeditiously so that the filling will be completed within the allocated time;

29. that if the fill project is discontinued, abandoned, falls behind schedule or time expires under the permit, the remaining excavation shall immediately be sloped to conform with the previously approved excavation plans and all equipment and concomitant uses shall be removed from the premises, unless an application to extend the time is filed with the Department prior to expiration of the approval and provided that good cause is demonstrated as to the delay in completing the filling of the excavation;

30. that the grading, leveling, sloping of the banks and perimeter restoration shall be on a progressive basis during the fill project. In accordance with this requirement, the applicant shall submit "as-built" surveys prepared and sealed by a Florida-licensed surveyor and/or professional engineer annually and at final completion of the fill operation or upon request of either the Director or the DERM Director when it is determined by the Director or the DERM Director that the filling is proceeding contrary to approved plans or in violation of the conditions of the approved excavation fill plan or the permit plan;

31. that the property shall be suitably posted to meet with the approval of the Director and the DERM Director; said postings shall denote the fill project and shall warn the public concerning the possible hazards prior to commencement and for the duration of the fill project;

32. that the applicant shall obtain and comply with Chapter 39 and all permit requirements of the Department of Environmental Resources Management as well as the Public Works Department for the duration of the fill project;

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33. that upon completion of the fill project, the property shall be restored and left in an acceptable condition meeting the approval of the Director and the DERM Director;
34. that the final slope(s) of the remaining excavation shall be in accord with the previously approved excavation plan or in accord with the slope requirements of Section 33-16(a)(6)(m) of this Code, unless otherwise approved by the Director in accordance with a contiguous excavation fill plan application for an allowable phased fill project;
35. that the final depth of any remaining excavation shall be in accord with Section 33-16(a)(6)(k) or in accord with previously approved plans for the excavation;
36. that the fill project shall meet all stormwater management requirements of the Code of Miami-Dade County and the filled excavation or portion of excavation filled shall not exceed the applicable flood elevations for the property;
37. that upon completion of a partial fill project, the site shall contain an earth berm or alternative structure in accord with the requirements of Section 33-16(a)(6)(l) or in accord with the previously approved plans if said plans had contained such a feature;
38. that to the extent possible, the property shall be staked and said stakes shall be maintained in proper position so that the limits of the filling, slopes and grade levels may be easily determined.

*BE IT FURTHER RESOLVED* that, pursuant to Section 33-6 of the Code of Miami-Dade County, Florida, the County hereby accepts the proffered covenant and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

*BE IT FURTHER RESOLVED*, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.



The Director is hereby authorized to make the necessary changes and notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning and to issue all permits in accordance with the terms and conditions of this resolution.

*PASSED AND ADOPTED* this 1<sup>st</sup> day of March, 2006.

Hearing No. 06-3-CZ2-1

e)

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Earl Jones, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 2, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB2-1-06 adopted by said Community Zoning Appeals Board at its meeting held on the 1<sup>st</sup> day of March, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 7<sup>th</sup> day of March, 2006.



Earl Jones, Deputy Clerk (last 4 digits of SSN)  
Miami-Dade County Department of Planning and Zoning

SEAL





Department of Planning and Zoning  
 Stephen P. Clark Center  
 111 NW 1st Street • Suite 1210  
 Miami, Florida 33128-1902  
 T 305-375-2800

March 7, 2006

miamidade.gov

WJ 825 Partners L. L. O.  
 c/o William Riley  
 200 South Biscayne Boulevard, Suite 2500  
 Miami, Florida 33131-5340

Re: Hearing No. 06-3-CZ2-1  
 Location: The Northwest corner of I-95  
 & Snake Creek Canal,  
 Miami-Dade County, Florida

Dear Applicant:

Enclosed herewith is Resolution No. CZAB2-1-06, adopted by the Miami-Dade County Community Zoning Appeals Board 2, which accepted your Declaration of Restrictions and approved your request for a district boundary change to PAD (Item #1) and approved Items #2 and 3 on the above described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. Failure to comply with stipulated conditions, if any, will result in the immediate issuance of a civil violation notice for each condition violated. Each notice issued may require payment of a daily monetary fine.

If, as stipulated in the resolution, building permits and/or use, occupancy or completion certificates will be required, note that permits must be obtained and final inspection approvals received for construction work done or required prior to issuance of the applicable certificate(s) pursuant to Section 33-8 of the Zoning Code. Payment of certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates related to use, occupancy or completion should be made with this Department, or the Building Department as appropriate. At time of permit application you must provide a copy of this resolution. If there are anticipated changes from any plan submitted for the hearing, a plot use plan is to be submitted to this Department in triplicate before any detailed plans are prepared, inasmuch as building permits will not be issued prior to the approval of said plan.

Please note that any aggrieved party may appeal the Board's decision to the Board of County Commissioners, within 14 days from the date of posting on the 11<sup>th</sup> floor of the Stephen P. Clark Building, 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128. The date of posting is March 6, 2006. In the event an appeal is filed, any action undertaken during the appeal period is at the applicant's risk.

Sincerely,

Earl Jones  
 Deputy Clerk

Enclosure

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art In Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- City of Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Correctional & Rehabilitation
- Cultural Affairs
- Election
- Emergency Management
- Employee Relations
- Empowerment Trust
- Enterprise Technology Services
- Environmental Resources Management
- Fair Employment Practices
- Finance
- Fire Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Centerism
- Juvenile Services
- Medical Examiner
- Netro-Miami Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team MKTO
- TIAA
- Task Force on Urban Economic Revitalization
- Tecopa Museum And Gardens
- WAMI & Sewer



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CFN: 20130259173 BOOK 28564 PAGE 3996

Department of Planning and Zoning  
111 NW 1<sup>st</sup> Street • 11<sup>th</sup> Floor  
Miami, Florida 33128

August 31, 2011

Blizin Sumborg Baena Price & Axelrod LLP  
c/o: William W. Riley  
200 S. Biscayne Boulevard, Suite 2500  
Miami, Florida 33131

Re: Application D10-026 for Substantial Compliance Determination for William Island Country Club located at 998 N.E. 196 Street, in Miami-Dade County, Florida.

Dear Mr. Riley:

This is to inform you that this Department has completed the processing of the plans for the above referenced application entitled "William Island Country Club" as prepared by Urban Design Kilday Studios, dated/stamped/received August 17, 2011 and sheet LD-1, as prepared by Bradshaw Gill Associates, dated/stamped/received August 30, 2011, consisting of twenty-four (24) sheets.

Based upon the review of the application and the plan, we find that it is substantially in accordance with the previously approved site plan, which was approved pursuant to Resolution CZAB2-1-08, passed and adopted by the Community Zoning Appeals Board-2 on March 1, 2008.

Within 15 days of the date of this letter, an advertisement will be placed in the Daily Business Review. The deadline for receipt of appeals from the public will be forwarded to you promptly. Be advised issuance of permits will be withheld until the end of the appeal period.

If you need any further assistance regarding this matter, please feel free to contact my office at (305) 375-2840.

Sincerely,

Marc C. LaFerrier, AICP  
Director

MCLF/GMR/CH/er

c: Orisel M. Rodriguez, Zoning Assistant Director  
James Byers, Permitting Division Chief



CFN 20060346230  
OR BY 24382 Pgs 0103 - 1187 (12pgs)  
RECORDED 03/31/2006 10:08:51  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:  
William W. Riley, Esq.  
Bilain Sumberg Basma Price & Axelrod LLP  
200 South Biscayne Boulevard, Suite 2500  
Miami, Florida 33131-3340



(Space reserved for Clerk)

**PLANNED AREA DEVELOPMENT AGREEMENT**

*WHEREAS*, the undersigned owner, WI 825 Partners, LLC, (the "Owner") holds the fee simple title to that certain land consisting of approximately 148.2± acres lying, being and situated in Miami-Dade County, Florida, legally described in Exhibit "A" attached hereto and by this reference made a part hereof (the "Property"), which is supported by the attorney's opinion;

*WHEREAS*, Owner filed Application No. 05-149 (the "Application") with Miami-Dade County (the "County") for the approval of a Planned Area Development ("PAD") district, pursuant to Article XXXIID of the Code of Miami-Dade County (the "Code") on the Property;

*WHEREAS*, Section 33-284.26 of the Code requires the Owner to submit to the Department of Planning and Zoning (the "Department") a recordable agreement guaranteeing the development of the Property in accordance with promises made in the written and graphic documents, as approved by the Board of County Commissioners, which is satisfied by virtue of this agreement.

*IN ORDER TO ASSURE* the County that the representations made by the Owner during consideration of the Application will be abided by the Owner, its successors and assigns, Owner freely, voluntarily and without duress makes the following Planned Area Development Agreement covering and running with the Property:

- (1) **Site Plan.** The Property shall be developed substantially in accordance with the plans previously submitted, entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by GeoCo Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans"), as may be modified at the public hearing on the Application, Said plans being on file with the Department and by reference made a part of this Agreement.
- (2) **Residential Density Restriction.** Residential development of the Property shall not exceed 825 dwelling units.

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**Planned Area Development Agreement  
Page 2**

- (3) **Active Public Park Site.** Subject to County approval and acceptance, a contiguous 5 gross acre active public park site on the Property, as depicted in its approximate location on the Site Plan and entitled "Active Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said active public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (4) **Passive Public Park Site.** Subject to County approval and acceptance, a contiguous 5 gross acre passive public park site, as depicted in its approximate location on the Site Plan and entitled "Passive Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County accepts such conveyance, the Owner shall undertake its best efforts to have the park designated as the "Willie and Cella Trump Park." In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said passive public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

**Planned Area Development Agreement**  
**Page 3**

- (5) **Lineal Park and Jogging Path.** Subject to County approval and acceptance, a contiguous 27.6 gross acre lineal park and jogging path, as depicted in its approximate location on the Site Plan and entitled "Perimeter Buffer Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall agree to provide public access to all active public parks and provide access easements to such parks where the park land is not continuous.

Whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said lineal park and jogging path shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- (6) **Maintenance of Park Sites.** In the event that the Board of County Commissioners, or its successor entity, does not accept the proffered conveyance of one or more of the Active Public Park, the Passive Public Park, or the Lineal Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.
- (7) **Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department.** Owner shall contribute funds to the Miami-Dade Fire Rescue Department equivalent to the value of a hypothetical 1.0 net acre of the Property calculated based on the fair market value of the Property as rezoned to the County's Planned Area Development district, assuming highest and best use as residentially zoned as determined by a professional property appraiser selected from the list of approved property appraisers maintained by the Miami-Dade General Services Administration after final approval of the Application

**Planned Area Development Agreement**  
**Page 4**

(the "Fire Department Contribution"). Said property appraisal shall be completed by Owner and paid by Owner no later than 90 days following final approval of the Application, including the expiration of all applicable appeal periods. The total amount of the Fire Department Contribution shall be subject to agreement between the County and the Owner. No final plat shall be approved for residential development until such agreement has been finalized.

The Fire Department Contribution shall be paid to the Miami-Dade County in two installments. The first installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to any platting or waiver of plat of lots for residential development on the Property. The second installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

All unpaid Fire Department Contributions shall be subject to continuing adjustments over time beginning on the first day following the effective date of the final approval of the Application, including the expiration of all applicable appeal periods, and extending until the Fire Department Contribution is paid to the Miami-Dade County. The standard for determining adjustments for the first installment of the Fire Department Contribution shall be the national Consumer Price Index issued by the Bureau of Labor (the "CPI"). The standard for determining adjustments for the second installment of the Fire Department Contribution shall be the higher of the CPI or the average percentage increase in the value of the underlying land, without taking improvements into consideration, which composes the Property as determined by a property appraiser from the list of approved property appraisers maintained by the Miami-Dade General Services Administration. Said property appraisal shall be paid for by Owner and completed prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

The Fire Department Contribution shall be credited against, but shall not be limited to, the amount of any future Fire and Emergency Medical Services Impact Fee, provided such credit is specifically allowed by the express terms of Section 33J of Code of Miami-Dade County (the "Code"). Any such credits must be applied for or requested by the Owner, its heirs, successors or assigns, as may be necessary, in accordance with Section 33J of the Code.

- (8) **Development Schedule.** Development of the Property is projected to commence no later than 24 months from the final approval of the Application, including the expiration of all applicable appeals periods and the resolution of all resulting appeals. Development of the Property is projected to be completed within 4 years from the date of commencement.
- (9) **Additional Quantitative Data.**
- A. **Total Number of Bedrooms.** The total number of bedrooms on the Property shall not exceed 2,863.



**Planned Area Development Agreement**  
**Page 5**

- B. Total Building Coverage. The total ground level building coverage for the Property shall not exceed 21.2± acres.
- C. Open Space. The area of common open space for the Property shall be in accordance with Section 33-284.27(l) of the Code, as may be amended from time to time.
- D. Residential Density. The maximum density on the Property shall be 3.6 units per gross acre.
- E. Private Roads. The roadways within the Property shall be private. The area of pavement shall be 19.9± acres, including parking lots and driveways.
- F. Population Projection. The estimated population projection resulting from the development of the Property is 1,650 people.
- (10) Types of Dwelling Units. Owner agrees to develop the Property with detached single-family units, townhouse units, and residential multi-family units with the following models and sizes:<sup>1</sup>

Detached Single Family Units

- Model A – single-story, approximately 1,566 square feet  
 Model B – single-story, approximately 2,194 square feet  
 Model C – two-story, approximately 2,697 square feet  
 Model D – two-story, approximately 3,650 square feet

Two-Story Townhouse Units

- Model A (Corner) - approximately 1,789 square feet  
 Model A (Center) - approximately 1,774 square feet  
 Model B (Corner) - approximately 2,172 square feet  
 Model B (Center) - approximately 2,190 square feet

Single Floor Multifamily Units

- Unit A (Lower Floor) - approximately 1,121 square feet  
 Unit A (Upper Floor) - approximately 1,179 square feet

Two Floor Multifamily Unit

- Approximately 1,120 square feet

- (11) Accessory Uses. Owner agrees that the accessory uses on the Property shall be limited to a gate house, a club house, swimming pools, lake pavilions, water features, associated recreational uses, and other buildings or structures on a lot or parcel subordinate to and not forming an integral part of the main or principal building but pertaining to the use of the main building.

<sup>1</sup> The unit sizes reflect the amount of space under air conditioning.

**Planned Area Development Agreement**  
**Page 6**

- (12) **Ownership and Maintenance of Roadways, Lakes, Landscaping and Common Areas.** The operation and maintenance cost of the roadways, lakes, landscaping and common areas on the Property shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.
- (13) **Future/Existing Transit Amenities.** Owner agrees to work with Metro-Dade Transit (MTD) in the accommodation of future and existing transit amenities such as pull-out bays, shelters, and other amenities providing services to the Property.
- (14) **Pedestrian and Vehicular Access.** Owner agrees to provide permanent and safe access for pedestrian and vehicular traffic on the Property at all times. Access shall also be provided at all times to fire, police, health, sanitation, and other public service personnel and vehicles. Furthermore, all streets or accessways within the Property shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, subject to the approval of the appropriate County departments.
- (15) **County Inspection.** As further part of this Agreement, it is hereby understood and agreed that any official inspector of the County, 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 Owner is complying with the requirements of the building and zoning regulations and the conditions in this Agreement.
- (16) **Covenant Running with the Land.** This Agreement on the part of the Owner shall constitute a covenant running with the land and may be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, 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 Property and for the benefit of the County and the public welfare. Owner acknowledges that acceptance of this Agreement does not in any way obligate or provide a limitation on the County.
- (17) **Term.** This Agreement 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 Agreement 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, in accordance with paragraph 18 below, has been recorded agreeing to change the covenant in whole, or in part, provided that the Agreement has first been modified or released by the County.

**Planned Area Development Agreement**  
**Page 7**

- (18) **Modification, Amendment, Release.** This Agreement may be modified, amended, or released as to the Property, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the County Commission or such other successor governmental body having jurisdiction over the Property.

In the event that there is a recorded homeowners or condominium association covering any portion of the Property, said association may (in lieu of the signature or consent of the individual members or owners), on behalf of its members and in accordance with its articles of incorporation and bylaws, consent to any proposed modification, amendment, or release by a written instrument executed by the homeowners or condominium association. Any consent made pursuant to a vote of the homeowners or condominium association shall be evidenced by a written resolution of the homeowners or condominium association and a certification executed by the secretary of the homeowners or condominium association's board of directors affirming that the vote complied with the articles of incorporation and the bylaws of the association.

Any modification, amendment, or release of this Agreement will require the consent of all the then owner(s) of the Property which will be evidenced by either a written resolution of a homeowners and/or condominium association and/or a written instrument(s) executed by individual property owner(s). In the event that one or several of the owners of the Property are not members of a recorded association, their consent to any modification, amendment, or release, is required, along with the consent of the recorded association(s), and must be evidenced by an executed written instrument.

- (19) **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 Agreement 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 attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.
- (20) **Authorization for the County to Withhold Permits and Inspections.** In the event the terms of this Agreement are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as Owner complies with this Agreement.
- (21) **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.
- (22) **Presumption of Compliance.** Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made

**Planned Area Development Agreement**  
**Page 8**

and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Agreement.

- (23) **Severability.** Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the County shall be entitled to revoke any approval predicated upon the invalidated portion.
- (24) **Recording.** This Agreement shall be filed of record in the public records of the County, at Owners expense following the final approval of the Application. This Agreement shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any timely appeal is filed, and the disposition of such appeal results in the denial of the Application, then this Agreement shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, and upon written request, the Director of the Department of Planning and Zoning or the executive officer of the successor of said department, or in the absence of such director or executive officer by his/her assistant in charge of the office in his/her absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Agreement is null and void and of no further effect.
- (25) **Acceptance of Agreement.** Acceptance of this Agreement does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the Board of County Commissioners and/or any appropriate Community Zoning Appeals Board retains its full power and authority to deny each such application in whole or in part and to decline to accept any conveyance or conveyance.
- (26) **Owner.** The term Owner shall include the Owner, and its successors and assigns in interest or title or other designees.

[Execution Pages Follow]

Planned Area Development Agreement  
Page 9

Signed, witnessed, executed and acknowledged this 23 day of <sup>Feb.</sup> ~~January~~, 2006.

WI 825 Partners, L.L.C.,  
a Florida limited liability company

By: \_\_\_\_\_  
Arthur Falcone, Manager

STATE OF FLORIDA )  
                          ) **PALM BEACH** ss:  
COUNTY OF ~~MIAMI-DADE~~ )

The foregoing instrument was acknowledged before me this 23 day of <sup>February</sup> ~~January~~, 2006,  
by Arthur Falcone, who is personally known to me or produced a valid driver's license as  
identification

Notary Public  
Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
MY COMMISSION EXPIRES: \_\_\_\_\_

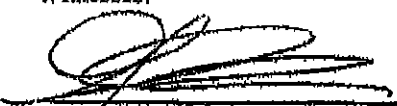
 Jennifer C. Gragan  
Commission # DD348775  
Expires: AUG. 22, 2008  
Bonded Through  
Atlantic Bonding Co., Inc.

**JOINDER BY MORTGAGEE CORPORATION**

The undersigned, OHIO SAVINGS BANK, a Federal savings bank, and Mortgagee under that certain Mortgage from WI 825 Partners, LLC, a Florida limited liability company, in favor of Ohio Savings Bank, a federal savings bank, dated October 15, 2004, recorded October 26, 2004, in Official Records Book 22766, Page 2364, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this agreement are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this 27 day of February, 2006.

Witnesses:



Signature

Mary E. Catalusci

Print Name

OHIO SAVINGS BANK, a Federal savings Bank

By:   
(President, Vice-President or CEO\*)

Print Name: Steven S. Swartz

(NOTE: All others require attachment of original corporate resolution of authorization.)

Signature

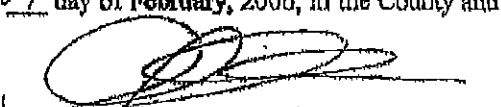
Print Name

STATE OF Ohio

COUNTY OF Cuyahoga

The foregoing instrument was acknowledged before me by Steven S. Swartz  
(Name)  
the Vice President  
(Title) of Ohio Savings Bank, on behalf of the corporation. He/She  
is personally known to me or has produced \_\_\_\_\_ as identification.

Witness my signature and official seal this 27 day of February, 2006, in the County and State aforesaid.

  
Notary Public - State of Ohio

My Commission Expires:



MARY E. CATALUSCI  
Notary Public  
State of Ohio

Mary E. Catalusci  
(Print Name)

My Commission Expires 07-21-08

EXHIBIT 'A'LEGAL DESCRIPTIONPARCEL A:

A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", recorded in Plat Book 109, Page 61, of the Public Records of Dade County, Florida, all of the above lying and being in Miami-Dade County, Florida, and being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80°54'08" West for 289.36 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 620.00 feet and a central angle of 51°36'52" for an arc distance of 488.28 feet to a Point of Tangency; thence run North 47°30'00" West for 280.83 feet; thence run South 84°19'13" West for 127.48 feet; thence run North 47°30'00" West for 85.00 feet; thence run North 78°30'00" West for 305.43 feet; thence run South 74°30'00" West for 100.00 feet; thence run North 61°58'08" West for 137.93 feet; thence run South 74°30'00" West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24°04'48" for an arc distance of 525.33 feet; thence South 42°41'52" West, for 28.61 feet; thence North 27°57'58" West for 27.80 feet to a point on a curve; said point bearing South 10°01'10" West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 55°28'00" for an arc distance of 1210.09 feet; thence North 38°54'34" West for 796.08 feet to a point on a curve; said point bearing South 01°11'19" East from the center point of the next described (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB recorded in Plat Book 99, Page 2, of the Public Records of Dade County, Florida); thence Westerly along a circular curve to the right having a radius of 2914.78 feet and a central angle of 03°08'19" for an arc distance of 169.87 feet to a Point of Tangency; thence North 88°03'00" West for 856.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southern Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, recorded in Plat Book 88, Page 1, of the Public Records of Dade County, Florida; thence South 02°47'45" West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence South 03°34'41" West along the East line of the Northeast 1/4 of said Section 1, for 258.27 feet to a Point of Intersection with the Northeastly Right-of-Way line of Snake Creek Canal; thence South 48°08'28" East, along the said Northeastly Right-of-Way line of Snake Creek Canal for 4903.67 feet; thence run North 51°42'10" East for 26.37 feet; thence run South 48°08'28" East, continuing along the said Northeastly Right-of-Way line of Snake Creek Canal for 162.23 feet; thence run North 51°42'10" East, along the Northwesterly Right-of-Way line of Seaboard Airline Railroad, for 1666.77 feet; thence run due North, along the East line of the aforesaid Section 6 for 864.88 feet to the Point of Beginning, lying and being in Dade County, Florida.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

A portion of the Northeast 1/4 of Section 6, Township 52 South, Range 42 East, Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.78 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

Begin at the Intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwesterly Right-of-Way line of the Seaboard Coast Line Railroad and run South 51°42'10" West along the said Northwesterly Right-of-Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38°17'50" West at right angles to the last described course for 130.00 feet; thence North 51°42'10" East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.89 feet; thence North 51°42'10" East for 151.83 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 176.88 feet to the Point of Beginning.

**PARCEL B:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12°36'28" West, from the radius point of the next described curve); thence Easterly, along the Northernly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 00°42'44" for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 07°53'08" for an arc distance of 155.00 feet (last mentioned course being coincident with the Northernly boundary of said Tract "A"); thence South 15°30'00" East for 251.78 feet to a point on a curve, said point bearing South 03°22'02" East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11°56'48" for an arc distance of 260.64 feet; thence North 42°41'52" East, for 59.54 feet; thence North 04°44'02" West, for 108.72 feet; thence North 04°17'26" East, for 102.80 feet to the Point of Beginning, lying and being in Dade County, Florida.

**PARCEL C:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12°36'28" West, from the radius point of the next described curve); thence Easterly, along the Northernly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 08°15'52" for an arc distance of 189.82 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19°48'38" for an arc distance of 405.91 feet (last mentioned course being coincident with the Northernly boundary of said Tract "A"); thence South 15°30'00" East radial to the last described curve line, for 210.00 feet; thence South 74°30'00" West, at right angles to the last mentioned course, for 138.12 feet to a point of curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 12°07'58" for an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeastly direction on a course of South 15°30'00" East; thence North 15°30'00" West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Dade County, Florida.

**PARCEL D:**

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", according to the Plat thereof, recorded in Plat Book 103, Page 51, of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 889.78 feet to a Point of Curvature; thence run Southwestly, Westly, and Northwestly, along a circular curve to the right having a radius of 820.00 feet and a central angle of 132°30'00", for an arc distance of 1603.19 feet; thence run South 42°30'00" West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described; thence run North 47°30'00" West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 820.00 feet and a central angle of 58°00'00", for an arc distance of 827.02 feet to a Point of Tangency; thence run South 74°30'00" West for 200.00 feet; (the last mentioned three courses being coincident with Southernly Right-of-Way of Northeast 195<sup>th</sup> Street, Sky Lake Drive North, as shown on the Plat of SKY LAKE NORTH RIGHTS-OF-WAY, recorded in Plat Book 55, Page 16, of the Public Records of Dade County, Florida); thence run South 15°30'00" East, at right angles to the last described course, for 210.00 feet; thence run South 51°58'08" East for 187.93 feet; thence run North 74°30'00" East for 100.00 feet; thence run South 76°30'00" East for 305.43 feet; thence run South 47°30'00" East for 85.00 feet; thence run North 84°19'13" East for 127.48 feet; thence run North 42°30'00" East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

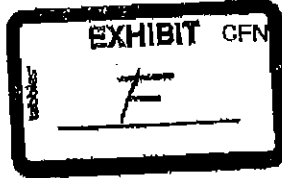
Begin at the Eastern most corner of said Tract "A"; thence North 47°30'00" West, for 170.00 feet to a Point of Curvature; thence Northwestly, along a circular curve to the left, having a radius of 820.00 feet and a central angle of 28°30'00" for an arc distance of 286.78 feet (last mentioned two courses being coincident with the Northernly boundary of said Tract "A"); thence South 15°00'00" West, radial to the last described circular curve, for 13.00 feet; thence South 5°37'10" East for 100.31 feet; thence South 38°23'40" West for 86.00 feet; thence North 62°07'50" West for 5.46 feet; thence South 35°07'40" West, for 51.97 feet; thence South 13°30'00" West, for 103.93 feet; thence South 78°30'00" East, at right angles to the last mentioned course, for 167.09 feet; thence South 47°30'00" East, for 85.00 feet; thence North 84°19'13"



**OR BK 24382 PG 0115  
LAST PAGE**

East for 127.48 feet; thence North 42°30'00" East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract "A"), Lying and being in Dade County, Florida.

NOTE: All references to Dade County have been changed to indicate Miami-Dade County.



Instrument prepared by and returned to:

This instrument was prepared by:  
William W. Riley, Esq.  
Bilzin Sumberg Baena Price & Axelrod LLP  
1450 Brickell Avenue, Suite 2300  
Miami, Florida 33131

Folio No.

WARRANTY DEED

THIS WARRANTY DEED is made and given this \_\_\_\_ day of \_\_\_\_\_, 2012,  
by Williams Island Ventures, LLC, a Delaware limited liability company, as Grantor, to Miami-  
Dade County, Florida, a political subdivision of the State of Florida, whose address is 111 NW  
1<sup>st</sup> Street, Miami, Florida 33128-1994, as Grantee or the County.

WHEREAS, the Grantor holds the fee simple title to that certain land consisting of  
approximately 148.2± acres lying, being and situated in Miami-Dade County, Florida  
(the "Property"); and

WHEREAS, as part of the April 2003 CDMP Amendment Cycle, Miami-Dade County  
approved an amendment to the Comprehensive Development Master Plan to redesignate the  
Property to Low Density Residential and to accept a Declaration of Restrictions voluntarily  
proffered by the then-owner, which has been recorded in Official Records Book 22521, Pages  
1199-1216, of the Public Records of Miami-Dade County, Florida (the "CDMP Covenant"); and

WHEREAS, the Property has been approved with a development program consisting of  
825 residential units (the "Development Program") pursuant to Resolution No. CZAB2-1-06,  
which was passed and adopted by Miami-Dade County Community Zoning Appeals Board 2  
("CZAB 2") on March 1, 2006; and

WHEREAS, the Property has been approved with an alternative development program

consisting of 653 residential units (the "Alternative Development Program") pursuant to that certain approval letter issued by the Director of the Miami-Dade County Department of Planning and Zoning ("Zoning Department") in Substantial Compliance Determination Application No. D10-026 dated August 31, 2011; and

WHEREAS, development of the Property pursuant to the Development Program or the Alternative Development Program requires compliance with the applicable conditions listed within the Resolution and the restrictions contained in a covenant proffered to CZAB 2 entitled "Planned Area Development Agreement", which has been recorded in Official Records Book 24382, Page 103, of the Public Records of Miami-Dade County, Florida (the "Development Agreement"); and

WHEREAS, the CDMP Covenant, the Resolution and the Development Agreement require the Grantor to provide a contiguous five-gross-acre active public park site, a contiguous five-gross-acre passive public park site, and a contiguous 27.6-gross-acre lineal park and jogging path (the "Park Sites") as depicted and described on the plans entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005 by the Zoning Department, and consisting of 35 sheets including the cover sheet (the "Site Plan"), as modified by the Substantial Compliance Determination that approved those plans entitled "William Island County Club" as prepared by Urban Design Kilday studios, dated stamped received August 17, 2011 by the Zoning Department and sheet LD-1, as prepared by Bradshaw Gill Associates, stamped received August 30, 2011 by the Zoning Department, consisting of 24 sheets (the "Modified Site Plan"); and

WHEREAS, the CDMP Covenant, the Resolution and the Development Agreement require that the operation and maintenance of the Park Sites be funded by either (i) a special taxing district, subject to the approval by the County, composed of the owners of residential units

located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity ("Maintenance and Operations Funding Mechanism"); and

WHEREAS, the Resolution and the Development Agreement provide that Grantor shall, subject to County approval and acceptance, convey the Park Sites to the County in fee simple, free of any encumbrances or liens, without cost or charge to the County for the acquisition and maintenance of the Park Sites; and

WHEREAS, the Grantor has agreed to improve the Park Sites in accordance with the landscaping plans made a part of the Modified Site Plan without cost or charge to the County; and

WHEREAS, the Grantor is obligated to remove all encumbrances, encroachments, and/or liens on the Park Sites, at its sole cost and expense, and to complete the improvement of the Park Sites, , at its sole cost and expense, and desires to convey the Park Sites to the County; and

WHEREAS, the County desires to accept the conveyance of the Park Sites only after the satisfaction of certain conditions.

WITNESSETH:

Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, does grant, bargain, sell, alien, remise, release, convey, and confirm to Grantee, its heirs, and assigns forever the right, title,

interest, and claim of every kind and description in the following described properties, including appurtenances, improvements, and rights of every kind and description whatsoever ("Park Sites"):

Tracts A, B, C, F and H, CHAMPION LAKES, according to the Plat thereof as recorded in Plat Book \_\_\_ at Page \_\_\_ of the Public Records of Miami-Dade County, Florida

TO HAVE AND TO HOLD THE SAME in fee simple, AND Grantor covenants with Grantee that Grantor is lawfully seized of the above-described land in fee simple; that Grantor has good right and lawful authority to sell and convey the Park Sites; that Grantor fully warrants title to the Park Sites and will defend the same against the lawful claims of all persons whatsoever; and that the Park Sites are free of all encumbrances and liens.

Grantee shall be deemed to have approved and accepted this conveyance of the Park Sites ("Date of Acceptance") after the occurrence of all of the following:

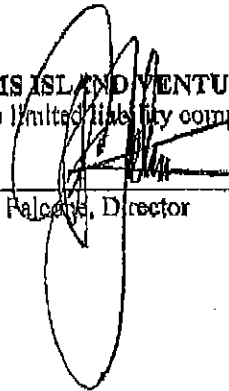
- A. The Grantor, at its sole costs and expense, has removed all encumbrances, encroachments, and/or liens on the Park Sites; and
- B. The Grantor, at its sole cost and expense, has completed the improvement of the Park Sites in accordance with the landscaping plans made a part of the Modified Site Plan and has constructed a jogging path on that certain area identified as the "Perimeter Buffer Park" on the Modified Site Plan; and
- C. The Grantor has completed the creation of the Maintenance and Operations Funding Mechanism; and
- D. This Warranty Deed has been approved and accepted by the Miami-Dade County Board of County Commissioners.

IN WITNESS HEREOF, Grantor has set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WILLIAMS ISLAND VENTURES, LLC,  
a Delaware limited liability company

By: \_\_\_\_\_  
Arthur Falcone, Director



STATE OF FLORIDA

COUNTY OF PALM BEACH )

On this 31 day of October, 2012, I HEREBY CERTIFY that ARTHUR FALCONE

personally appeared before me, to me personally known or who has produced

N/A as identification, and acknowledged before me that he executed

the same freely and voluntarily for the uses and purposes therein set forth.

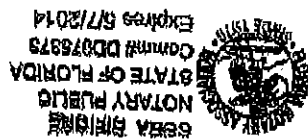
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this

31 day of October, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:

05/07/2014



# EXHIBIT E

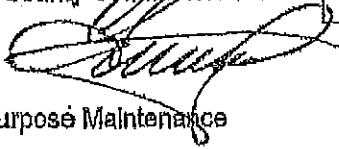
OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

## Memorandum



**Date:** (Public Hearing 5-7-13)  
April 16, 2013

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

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Champlon Lakes Multipurpose Maintenance  
Special Taxing District

Agenda Item No. 5(F)

Ordinance No. 13-38

### Recommendation

It is recommended that the Board of County Commissioners (BCC) approve a petition submitted in accordance with Article 1, Chapter 18 of the Miami-Dade County Code for creation of the Champlon Lakes Multipurpose Maintenance Special Taxing District. The creation of this District is pursuant to Public Works and Waste Management Department policy, and the filing of a multipurpose maintenance petition with the Clerk of the Board encompassing the area contained within the boundary of the Aventura Isles Community Development District (CDD) is a condition of the CDD's restrictive covenants. The special taxing district multipurpose maintenance program will remain dormant until such time as the CDD or any Homeowners Association fails to provide the required maintenance services.

### Scope

This proposed special taxing district boundary lies within Commissioner Barbara J. Jordan's District 1, and will provide multipurpose maintenance services, if and when necessary.

### Fiscal Impact/Funding Source

Creation of this District will result in no economic impact on the County's budget. Maintenance services which cannot be equitably or conveniently provided by the property owners shall be provided by the District upon acceptance of the plat required improvements by Miami-Dade County and upon the failure of the CDD or any Homeowners Association to provide the required maintenance services. Such services will be funded by special assessments against benefited property.

The economic impact on the private sector will be a perpetual annual special assessment for the cost of maintenance services to all property owners within the District, if and when necessary.

At this time, there will be no increase or decrease in County staffing due to this District. The private sector may increase its staffing levels to provide the service requirements created by this special taxing district.

### Track Record/Monitoring

The Public Works and Waste Management Department is the managing entity overseeing this item and the person responsible is Donald L. Took, Jr., Chief, Special Taxing Districts Division.

### Background

Contingent upon BCC approval of this District's creating ordinance, and in the event the CDD or any Homeowners Association fails to provide maintenance services, the Miami-Dade County Parks, Recreation and Open Spaces and Public Works and Waste Management Departments will provide the District's required maintenance services and cause implementation of special

Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners  
Page 2

assessments for costs of such services against benefited property, as well as contract monitoring, compliance and enforcement.

|  |  |
|--|--|
| <b>Boundary:</b>   | On the North, NE 199 Street;<br>On the East, theo. NE 10 Avenue;<br>On the South, Snake Creek Canal (C-9);<br>On the West, theo. NE 2 Avenue.  |
| <b>Number of Parcels:</b>  | 5 (Tentative plat proposes 437 buildable single-family lots, and 168 buildable townhouse lots).  |
| <b>Number of Owners:</b>   | 1  |
| <b>Number of Owners With Homestead Exemption Signing Petition:</b>                     | None – The petition was submitted by William Island Ventures L.L.C., the sole property owner and developer.  |
| <b>Preliminary Public Meeting:</b>   | None necessary.  |
| <b>Required Referendum:</b>  | The creation of the District will be subject only to BCC approval; no election will be necessary as 100 percent of the property owners signed the petition.  |
| <b>Preliminary Assessment Roll:</b>  | In the event the CDD or any Homeowners Association fails to provide the maintenance services below, and contingent upon BCC approval of this District's creating ordinance, a hearing to adopt the multipurpose maintenance preliminary assessment roll will be conducted. The implementation of the assessment roll will be in accordance with the procedures defined in Chapter 18 of the Code.  |
| <b><u>Proposed Service and Improvements</u><br/>Multipurpose Maintenance Services:</b> | The creation of this District is requested to maintain swales, Tracts A through J (excluding the clubhouse), and wall and entrance features along NE 199 Street (Ives Dairy Road) adjacent to public Rights-of-Way, within the District boundary should the CDD or any Homeowners Association fails to provide these services. Failure to provide maintenance within the private road area is defined in a non-exclusive easement granted to Miami-Dade County and recorded in the Public Records. |



**Estimated Initial Billing:**

Assessment billed annually as an itemized portion of the Real Property tax bill. Collections to commence in November following adoption of this District's assessment roll.

**Initial Start of Service**

October 1<sup>st</sup> following cessation of maintenance services by the developer and failure of the CDD or any Homeowners Association to provide services.

**Method of Apportionment:**

Maintenance Services: Square Footage

**Estimated Annual Total Costs:**

Maintenance Services:

First Year  
\$295,713.83

Second Year  
\$263,541.24

**Estimated Annual Rates:**

Maintenance Services:

First Year  
\$0.0542

Second Year  
\$0.0483

**Estimated Annual Assessments:**

For A Typical Townhouse lot:

First Year  
\$352.30

Second Year  
\$313.95

For A Typical Single-family lot:

\$509.48

\$454.02

The annual assessments shown above are representative of costs for typical residential property within this District.

State or Federal grants are not applicable to this special taxing district.

Each special taxing district is unique due to its geographical boundary, affected property owners, and level of services to be provided. Creation of a new special taxing district to provide these services is the best and most cost-effective method to achieve this benefit.

In compliance with the provisions of Section 18-3 (c) of the Code, I have reviewed the facts submitted by the Public Works and Waste Management Director and concur with her recommendation that this District be created pursuant to Section 18-22.1 of the Code.

  
Alina T. Hudak  
Deputy Mayor

**REPORT AND RECOMMENDATIONS ON THE  
CREATION OF CHAMPION LAKES MULTIPURPOSE MAINTENANCE  
SPECIAL TAXING DISTRICT  
MIAMI-DADE COUNTY, FLORIDA**

Pursuant to Chapter 18 of the Code, and as a result of a detailed investigation of a duly petitioned for special taxing district, the following facts are submitted by the Public Works and Waste Management Director concerning the creation of Champion Lakes Multipurpose Maintenance Special Taxing District.

**1. BOUNDARY OF THIS DISTRICT**

The proposed District is located entirely within a portion of unincorporated Miami-Dade County, and the boundary, as set forth in the petition, is as follows:

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUBHOUSE SITE", PLAT BOOK 103, AT PAGE 51, (a.k.a. CHAMPION LAKES, TENTATIVE PLAT #T-21831); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE E LINE OF THE NE 1/4 OF SAID SECTION 6 FOR 1,784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST" FOR 230.00 FEET; THENCE RUN S 80°54'08"W FOR 299.35 FEET TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", PLAT BOOK 115 AT PAGE 29); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51°35'52" FOR AN ARC DISTANCE OF 468.29 FEET TO A POINT OF TANGENCY; THENCE RUN N47°30'00" FOR 260.63 FEET; THENCE RUN S84°19'13"W FOR 127.48 FEET; THENCE RUN N47°30'00"W FOR 85.00 FEET; THENCE RUN N76°30'00"W FOR 167.11 FEET; THENCE RUN N13°30'00"E FOR 103.93 FEET; THENCE RUN N36°07'40"E FOR 51.97 FEET; THENCE RUN S62°07'56"E FOR 5.46 FEET; THENCE RUN N38°23'40"E FOR 96.00 FEET; THENCE RUN N08°37'10"W FOR 100.31 FEET; THENCE RUN N16°00'00"E, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 31°30'00" FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN S74°30'00"W FOR 200.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1,175.92 FEET AND A CENTRAL ANGLE OF 27°22'42" FOR AN ARC DISTANCE OF 561.90 FEET TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN S04°17'25"W FOR 102.78 FEET; THENCE RUN S04°44'02"E FOR 106.72 FEET; THENCE RUN S42°41'52"W FOR 86.08 FEET; THENCE RUN N27°57'55"W FOR 27.80 FEET TO A POINT ON A CURVE, SAID POINT BEARS S10°01'10"W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 55°28'00" FOR AN ARC DISTANCE OF 1,210.09 FEET TO A POINT ON SAID CURVE; THENCE RUN N38°54'34"W FOR 798.08 FEET TO A POINT ON A CURVE, SAID POINT BEARS S01°11'19"E FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT

WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", PLAT BOOK 127, AT PAGE 20, AND "VILLAS ON THE GREEN", PLAT BOOK 111, AT PAGE 97); THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2,914.79 FEET AND A CENTRAL ANGLE OF 03°08'19" FOR AN ARC DISTANCE OF 159.67 FEET TO A POINT OF TANGENCY; THENCE RUN N88°03'00"W FOR 855.18 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NW 1/4 OF SAID SECTION 6, (SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHTS-OF-WAY LINE OF STATE ROAD NO. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHTS-OF-WAY MAP, PLAT BOOK 88, AT PAGE 1); THENCE RUN S02°47'45"W ALONG SAID WEST LINE OF THE NW 1/4 OF SAID SECTION 6 FOR 15.00 FEET TO THE NE CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST; THENCE RUN S03°34'41"W ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 1 FOR 258.28 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN S48°06'28"E ALONG SAID NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL FOR 4,909.58 FEET; THENCE RUN N51°42'10"E FOR 25.37 FEET; THENCE RUN S48°06'28"E CONTINUING ALONG SAID NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL FOR 152.23 FEET; THENCE RUN N51°42'10"E ALONG THE NORTHWESTERLY RIGHTS-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD FOR 1,285.77 FEET; THENCE RUN N38°17'50"W FOR 130.00 FEET; THENCE RUN N51°42'10"E FOR 287.32 FEET; THENCE DUE "NORTH" FOR 49.69 FEET; THENCE RUN N51°42'10"E FOR 151.63 FEET; THENCE DUE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 6; THENCE DUE "NORTH" ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE DUE "WEST" FOR 100.00 FEET; THENCE DUE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING;

LESS

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A", "CHANTILLY"; THENCE RUN N47°30'00"W FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 28°30'00" FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE RUN S16°00'00"W, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE RUN S6°37'10"E FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S6°37'10" E FOR 5.02 FEET; THENCE RUN S38°23'40"W FOR 96.00 FEET; THENCE RUN N52°07'56"W FOR 5.46 FEET; THENCE RUN S36°07'40"W FOR 42.89 FEET; THENCE RUN N53°52'20"W FOR 38.25 FEET; THENCE RUN N7°30'32"W FOR 72.30 FEET; THENCE RUN N82°22'08"E FOR 130.14 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE NAMED LANDS ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE NAMED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

The boundary is shown on the attached plan entitled Champlon Lakes Multipurpose Maintenance Special Taxing District and hereinafter referred to as Exhibit A.

**2. LOCATION AND DESCRIPTION OF DISTRICT**

The creation of this District is requested to provide the maintenance of swales, Tracts A through J (excluding the clubhouse), and wall and entrance features along NE 199 Street. Service will commence following failure of the Aventura Isles Community Development District (CDD) or any Homeowners Association to provide these services. Miami-Dade County may activate this District by adoption of the District's preliminary assessment roll at a subsequent public hearing.

**3. ESTIMATED COST FOR THIS DISTRICT**

The proposed District is to be created to provide maintenance only in the event that the CDD or any Homeowners Association fails to provide the services as described in Item 2 above. Following commencement of services by the District, any increase in future maintenance functions may be recommended by a majority of the property owners for consideration by Miami-Dade County as administrator. The deletion of services is subject to maintaining a minimum level of services as determined by the Miami-Dade County Public Works and Waste Management Department.

The County may elect, due to the location and type of maintenance required, to provide landscape maintenance services utilizing an open contract for swale maintenance when significant service cost savings can be realized.

A cost estimate developed by the Public Works and Waste Management Department, based on estimates previously provided by the Parks, Recreation and Open Spaces Department for similar maintenance taxing districts, indicates the annual cost for the initial maintenance program to be \$207,282.34 for the first and second years. In addition to that cost, it will be necessary for the County to recover the administrative, processing, billing, and advertising costs incurred in establishing and maintaining the District as provided by Chapter 18 of the Code, as well as provide for contingency and discount costs. This cost is estimated to be \$88,431.49 the first year and \$56,258.90 the second year. An annual meeting will be conducted with the owners of real property within the District as an integral part of the annual budget process. This will enable Miami-Dade County, as administrator, to secure suggestions from affected community representatives or association to improve delivery and lower costs of the services provided within the scope of the District's authorized functions as specified in Item 2 above, and to determine the following:

1. Level of service;
2. Areas to be maintained;
3. Approximate effect on cost and rate of assessment for any changes.

Miami-Dade County shall determine the minimum service level (property owners may not delete maintenance altogether).

**ESTIMATED ANNUAL COSTS**

|   | <u>First Year</u>   | <u>Second Year</u>  |
|---|---------------------|---------------------|
| Initial Annual Maintenance                                | \$207,282.34        | \$207,282.34        |
| Administrative, Processing, Billing and Advertising Costs | 49,860.12           | 43,709.32           |
| Contingency/Discount                                      | <u>38,671.37</u>    | <u>12,548.58</u>    |
| <b>Total Estimated Costs to District</b>                  | <b>\$295,713.83</b> | <b>\$263,541.24</b> |

The above costs are estimated and will be adjusted annually based on actual experience once services commence.

**4. CONFORMITY TO THE MASTER PLAN OF MIAMI-DADE COUNTY**

The proposed District conforms to and in no way conflicts with the Comprehensive Development Master Plan of Miami-Dade County (see attached memorandum from the Department of Regulatory Economic Resources, a successor to the Department of Planning and Zoning).

**5. RECOMMENDATION CONCERNING THE DESIRABILITY OF THIS DISTRICT**

The proposed maintenance program is desirable, needed, and in my opinion, provides special benefits to property within the District exceeding the amount of special assessment to be levied upon implementation of the District.

**6. ESTIMATE OF ASSESSMENT AGAINST BENEFITED PROPERTY**

This District will be held dormant until such time as stated above. Shown below is an estimate of costs if service were to commence in 2013. These costs are included for report purposes only, actual costs to provide services will be determined and presented to the Board of County Commissioners (BCC) at the assessment roll hearing. The combined costs of the maintenance program, processing and administrative expenses as shown in Item 3 above is to be paid for by special assessments levied against all benefited properties and is to be apportioned to individual properties within the District on the basis of lot or parcel square footage. The cost per assessable square foot to be assessed for this service is estimated as follows:

|  | <u>First Year</u>        | <u>Second Year</u>        |
|--|--------------------------|---------------------------|
| Estimated Total District Costs                         | \$295,713.83             | \$263,541.24              |
| Estimated Total Assessable Property Square Footage     | 6,460,923                | 6,460,923                 |
| Estimated Costs Per Square Foot Of Assessable Property | \$0.0542                 | \$0.0483                  |
| <b><u>SAMPLE ASSESSMENTS</u></b>                       | <b><u>First Year</u></b> | <b><u>Second Year</u></b> |
| For A Typical Townhouse Lot                            | \$352.30                 | \$313.95                  |
| For A Typical Single-family Lot                        | \$509.48                 | \$454.02                  |

The annual assessments shown above are representative of costs for typical residential property within this District. These costs are based on the above estimated total assessable property square footage and will be adjusted based on costs of services provided at the time of District implementation.

**7. RECOMMENDATION**

I recommend that Champlon Lakes Multipurpose Maintenance Special Taxing District be created pursuant to Section 18-22.1 of the Code. The creation of this District will be subject to BCC approval only; no election will be necessary as 100 percent of the property owners signed the petition. I also recommend that the County Attorney cause to be prepared an ordinance authorizing the creation of the Champlon Lakes Multipurpose Maintenance Special Taxing District. Pursuant to Chapter 18 of the Code, the BCC shall receive and hear, at a public hearing, remarks by interested persons on this District, and thereafter may adopt such ordinance. Following failure of the CDD or any Homeowners Association to provide these services, the BCC shall adopt the District's Preliminary Assessment Roll resolution to fund district services. Adoption of this resolution will enable the Miami-Dade County Tax Collector to collect the funds necessary to administer the district, reimburse affected County Agencies involved in the creation and establishment of

Champion Lakes  
Multipurpose Maintenance Special Taxing District  
Page 5.

this District, as well as operate and maintain this District. The ordinance creating the District shall take effect ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, it shall become effective only upon an override by the BCC. My office will also be available to answer any questions from the public or your office in regard to the financial and/or engineering facts of this project. We further recommend that the County Mayor or County Mayor's designee forward this report to the BCC after he has reviewed it and concurred with our findings.


- Attachments: (1) Copy of Petition and Attachments  
(2) Copy of Memo from Department of Regulatory and Economic Resources  
(3) District Boundary Map (Exhibit A)

# Memorandum



**Date:** September 21, 2012

**To:** Christopher Agrippa, Division Chief  
Office of the Clerk of the Board  
Attn: Keith Knowles

**From:**   
Donald L. Tock, Jr., Chief  
Special Taxing Districts Division  
Public Works and Waste Management Department

**Subject:** Champion Lakes Multipurpose Special Taxing District

In reference to the subject petition, we hereby certify that, in compliance with Section 18-22.1 of the Miami-Dade County Code, this Department has verified the attached name against the records of the Office of the Property Appraiser, and has concluded that said petition relates to real property in a new subdivision and the signator is an owner and/or individual signing in his official capacity as representative of the owner of the property in question. We are therefore submitting the following information:

- |   |             |
|---|-------------|
| 1. Total number of parcels of land within district boundaries                                     | <u>5</u>    |
| 2. Total number of owners of property within district boundaries                                  | <u>1</u>    |
| 3. Total number of resident owners within district boundaries<br>(this is a new subdivision area) | <u>0</u>    |
| 4. Total number of signatures on the petition   | <u>1</u>    |
| 5. Total number of owners or representatives signing the petition<br>in an official capacity      | <u>1</u>    |
| 6. Percentage of owners or representatives signing the petition<br>in their official capacity     | <u>100%</u> |

Pursuant to Section 18-22.1 of the Code, this is a valid petition.

By copy of this memorandum, I am forwarding this petition for review by the County Attorney for legal sufficiency.

Attachment

cc: Jorge Martinez-Estave

///

MIAMI-DADE COUNTY ATTORNEY'S OFFICE  
MEMORANDUM

TO: Don Took  
Chief, Special Taxing Districts

FROM: Jorge Martinez-Estevé  
Assistant County Attorney

SUBJECT: Champion Lakes Multipurpose  
Special Taxing District.

DATE: Nov. 26, 2012

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Please be advised that I have reviewed the above referenced petition and find it to be legally sufficient for the purposes stated within the Petition, provided that:

1. the lake to be maintained by the taxing district is accessible to the public; and,
2. the wall and entrance features to be maintained are adjacent to or accessible from the public right of way; and,
3. the land included in Exhibit A of the Petition is accessible to or usable by the public.

JME/lr



MIAMI-DADE COUNTY  
PUBLIC WORKS AND WASTE MANAGEMENT DEPARTMENT  
SPECIAL TAXING DISTRICTS DIVISION

PAGE 1 OF 6

Document Preparation  
Date

Departmental Acceptance Date  
(Government Use Only)

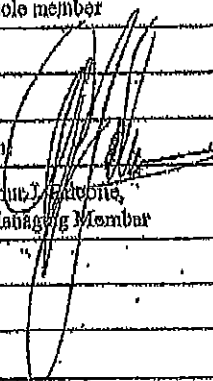
**PETITION FOR MULTIPURPOSE SPECIAL TAXING DISTRICT**

To the Board of County Commissioners of Miami-Dade County, Florida:

We, the undersigned property owners, do hereby petition Miami-Dade County, Florida, for the creation of the Special Taxing District(s) required by the respective plat(s) pursuant to Chapter 18 of the Code of Miami-Dade County, Florida, for any or all of the following: installation, operation and maintenance of sodium vapor street lights of an intensity of 9,500 up to 50,000 lumens, mounted on concrete, fiber glass or existing poles; landscape, lakes, entrance features and wall maintenance services (requested landscape, lake, entrance features and wall maintenance services shall be more fully described on the attached Exhibit B). The petitioned for district lies within that portion of the unincorporated area of Miami-Dade County more fully described on the attached Exhibit A.

Tentative Plat(s) Name(s) Champion Lakes T-21831

It is understood and agreed that the boundaries of this district and the type and level of services to be provided by this district will be reviewed by the appropriate County authorities. It is also understood that the street lights and other improvements to be provided shall be in accordance with minimum standards and requirements set forth by the Miami-Dade County Public Works and Waste Management Department.

| OWNER'S NAME  | OWNER'S ADDRESS   | DESCRIPTION OF PROPERTY                                  | PLAT OR L.O. NUMBER |
|---|---|--|---------------------|
| Williams Island Ventures, LLC, a Delaware limited liability company                       | 1951 NW 19 <sup>th</sup> Street, Suite 200, Boca Raton Florida, 33431 | SEE EXHIBIT "A" ATTACHED HERE TO AND INCORPORATED HEREIN | 30-2206-000-0010    |
| BY: Williams Island Member, LLC, a Delaware limited liability company, its sole member    |   |  | 30-2206-043-0010    |
|   |   |  | 30-2206-043-0020    |
|   |   |  | 30-2206-043-0030    |
| Sign:  |   |  | 30-2206-043-0050    |
| Arthur J. Davone, Managing Member   |   |  |                     |
|   |   |  |                     |
|   |   |  |                     |
|   |   |  |                     |
|   |   |  |                     |
|   |   |  |                     |

PLACE NOTARY STATEMENT AND STAMP HERE:

I HEREBY CERTIFY that on this day, before me, an officer duly qualified to take acknowledgments, personally appeared, Arthur J. Falcons, Managing Member of Williams Island Member, LLC, a Delaware limited liability company, the sole member of Williams Island Ventures, LLC, a Delaware limited liability, who is personally known to me or produced identification in the form of \_\_\_\_\_, and who executed the foregoing petition and acknowledged before me that they executed the same for the purpose herein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 11 day of November, 2011.



*Eileen O'Connell*  
Notary Public, State of Florida  
My Commission expires Sept. 7, 2018

DEPARTMENTAL ACCEPTANCE DATE  
(GOVERNMENT USE ONLY)**EXHIBIT "A"**

EXHIBIT A TO THE PETITION FOR THE PLAT KNOWN AS CHAMPION LAKES DATED November 11, 2011 FOR THE CREATION OF SPECIAL TAXING DISTRICT.

**LEGAL DESCRIPTION:**

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 289.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTHLINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 5.46 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS EAST, FOR 100.31 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE

DEPARTMENTAL ACCEPTANCE DATE:  
(GOVERNMENT USE ONLY)

SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 853.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST; THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 190.80 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 30.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING.

LESS:

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

DEPARTMENTAL ACCEPTANCE DATE  
(GOVERNMENT USE ONLY)

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A"; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 30 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE SOUTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 5.02 FEET; THENCE SOUTH 38 DEGREES 23 MINUTES 40 SECONDS WEST FOR 96.00 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 56 SECONDS WEST FOR 5.46 FEET; THENCE SOUTH 36 DEGREES 07 MINUTES 40 SECONDS WEST FOR 42.89 FEET; THENCE NORTH 33 DEGREES 52 MINUTES 20 SECONDS WEST FOR 38.25 FEET; THENCE NORTH 7 DEGREES 30 MINUTES 32 SECONDS WEST FOR 72.30 FEET; THENCE NORTH 82 DEGREES 22 MINUTES 08 SECONDS EAST FOR 130.14 FEET TO THE POINT OF BEGINNING LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE LYING AND BEING IN SECTION 6, TOWNSHIP 32 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

MIAMI 2797846.3 79418/34784

**EXHIBIT B**

EXHIBIT B TO THE PETITION FOR THE SUBDIVISION KNOWN AS CHAMPION LAKES DATED NOVEMBER 11, 2011, FOR THE CREATION OF A SPECIAL TAXING DISTRICT FOR STREET LIGHTING, LANDSCAPE, WALL AND/OR LAKE MAINTENANCE,

AREAS TO BE MAINTAINED:

MONUMENT WALL SIGN AND ENTRANCE FEATURES ALONG N.E. 199<sup>TH</sup> STREET (IVES DAIRY ROAD) ADJACENT TO PUBLIC RIGHT-OF-WAY

MAINTENANCE SCHEDULE:

- A.) LAWN / GRASS
  - 1.) CUT BIMONTHLY AS REQUIRED
  - 2.) FERTILIZE AND WEED CONTROL AS NEEDED
  - 3.) TREAT FOR PESTS/DISEASES AS NEEDED
  - 4.) IRRIGATE WITH AUTOMATIC SYSTEM AND ELECTRICAL SERVICE FOR SAME,
- B.) TREES/SHRUBS
  - 1.) TRIM, FERTILIZE AND TREAT FOR PESTS AS NEEDED
  - 2.) REPLACE AS REQUIRED
- C.) WALL MAINTENANCE
  - 1.) MAINTENANCE AND REPAIR OF THE EXTERIOR OF A MONUMENT WALL SIGN LOCATED AT THE ENTRANCE TO THE DEVELOPMENT AT N.E. 199<sup>TH</sup> STREET (IVES DAIRY ROAD) ADJACENT TO PUBLIC RIGHT-OF-WAY AND THE REMOVAL OF GRAFFITI AS NEEDED
- D.) LAKE MAINTENANCE TO INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF DEBRIS, AQUATIC WEEDS, PLANTS AND ALGAE BY CHEMICAL AND/OR MECHANICAL MEANS AS NEEDED.

IMPROVEMENTS BY DEVELOPER FOR EACH LAKE:

- A.) 12' WIDE CONCRETE WHEEL BATH OR TURF BLOCK RAMP TO EXTEND INTO THE WATER SUFFICIENT TO ALLOW A 3' LAUNCHING DEPTH AT MEDIAN LAKE WATER LEVEL FOR EACH LAKE IDENTIFIED AS TRACTS " \_\_\_\_\_ " TO THE PLAT KNOWN AS CHAMPION LAKES DATED SEPTEMBER 21<sup>ST</sup>, 2011.
- B.) ONE 12' WIDE REMOVABLE ROADWAY GUARDRAIL WITH LOCKING MECHANISM ABUTTING WHEEL BATH OR TURF BLOCK RAMP ABUTTING A ROADWAY LOCATED ADJACENT TO EACH LAKE IDENTIFIED AS TRACTS " \_\_\_\_\_ " TO THE PLAT KNOWN AS CHAMPION LAKES DATED SEPTEMBER 21<sup>ST</sup>, 2011.

**NOTE:** THIS SPECIAL TAXING DISTRICT ENCOMPASSES A PRIVATE DRIVE COMMUNITY, AND THE MULTIPURPOSE MAINTENANCE COMPONENT OF THE DISTRICT SHALL BE DORMANT. SERVICE WILL ONLY COMMENCE FOLLOWING FAILURE (AS DEFINED IN A "GRANT OF PERPETUAL NON-EXCLUSIVE BASEMENT" SUBMITTED AT THE SAME TIME AS THIS PETITION) OF ANY HOME-OWNER'S ASSOCIATION AND/OR COMMUNITY DEVELOPMENT DISTRICT TO PROVIDE THE REQUIRED SERVICES. ASSUMPTION OR MAINTENANCE SERVICES SHALL COMMENCE FOLLOWING ADOPTION OF THIS DISTRICT'S MULTIPURPOSE MAINTENANCE ASSESSMENT ROLL BY THE BOARD OF COUNTY COMMISSIONERS AT A PUBLIC HEARING. OTHER MAINTENANCE SERVICES MAY BE PROVIDED IN THE FUTURE AS SPECIFIED IN THE DISTRICT'S ORDINANCE AND AMENDMENTS THERE TO. IN THE EVENT THIS DISTRICT IS ACTIVATED, THE FOLLOWING AREAS MAY BE MAINTAINED:

COMMON AREAS INCLUDING INGRESS/EGRESS, UTILITY, LANDSCAPE & MAINTENANCE EASEMENTS: TRACTS " \_\_\_\_\_ " PARKS: TRACTS " \_\_\_\_\_ " LAKES AND/OR RETENTION AREAS: TRACTS " \_\_\_\_\_ " AS SHOWN ON THE REFERENCE PLAT OF SUBDIVISION.

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## MEMORANDUM

To: Aristides Rivera, P.E., P.L.S., Director  
Public Works Department

Date: January 15, 2002

From: *Diane O'Quinn Williams*  
Diane O'Quinn Williams, Director  
Department of Planning and Zoning

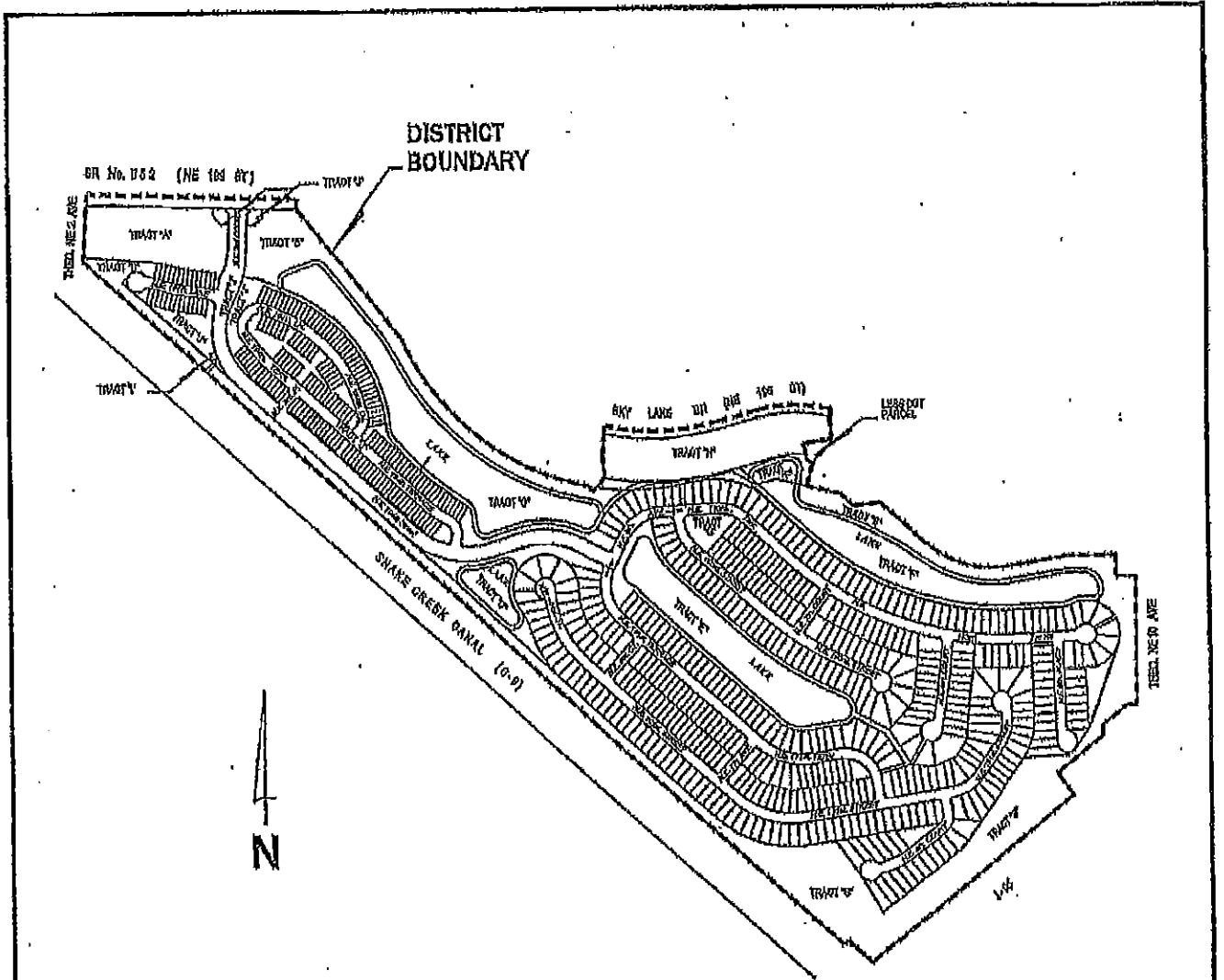
Subject: Street Lighting, Maintenance of  
Landscape, Walls Adjacent to  
Double-Frontage Lots and Lakes  
Special Taxing Districts

Section: As Required  
District: As Required  
Council: As Required

Effective September 5, 2001, all tentative plats in the unincorporated area of Miami-Dade County submitted to the Land Development Division of the Public Works Department, must be accompanied by a properly executed petition for all applicable special taxing districts including, but not limited to street lights, maintenance of landscape, walls adjacent to double frontage lots, entrance features and lakes. Final Plats will not be presented to the Board of County Commissioners for consideration until the applicable special taxing districts are created, and all fees have been paid. In that regard, to ensure expeditious processing, this Memorandum may serve as approval for certain future special taxing district application requests as being consistent with the intent and purpose of the adopted 2005-2015 Comprehensive Development Master Plan (CDMP). Policy 4A - Capital Improvement Element states: Appropriate funding mechanisms will be adopted and applied by Miami-Dade County in order to assure the fiscal resources to maintain acceptable levels of service. Such funding mechanisms include special tax districts, municipal taxing service units, local option taxes, user fees, local gas tax, general obligation bond, impact fees, and special purpose authorities, or others as appropriate and feasible (Adopted Components as Amended through April 2001, page IX-10). The provision for services over and above minimum for neighborhoods and communities may be accomplished through the special taxing district as may be prescribed by the code.

The Department of Planning and Zoning (DP&Z) has no objection to a blanket approval with condition to establish future special taxing districts as limited to requests for street lighting, landscape maintenance, walls adjacent to double-frontage lots and lake maintenance districts. The previously noted special taxing districts may be established on the condition that the DP&Z review all landscape maintenance districts for compliance with plantings in public rights-of-way and lake maintenance districts for consistency with Landscape Code (Chapter 18A) Section 18A-6(L) Storm Water Retention/Detention Areas.

DO'QW: GA: TBS



# CHAMPION LAKES

## MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT

SEE ATTACHED SHEET FOR SERVICE  
DESCRIPTIONS AND LOCATIONS

M-591 (COMM. 0001)  
SECTION: 06-52-42

EXHIBIT "A"



**ATTACHMENT TO EXHIBIT A  
CHAMPION LAKES MULTIPURPOSE  
MAINTENANCE SPECIAL TAXING DISTRICT**

**AREAS TO BE MAINTAINED:**

WALL AND ENTRANCE FEATURES ALONG NE 199 STREET (IVES DAIRY ROAD) ADJACENT TO PUBLIC RIGHTS-OF-WAY

**MAINTENANCE SCHEDULE:**

- A) LAWN / GRASS
  - 1) CUT BIMONTHLY AS REQUIRED
  - 2) FERTILIZE AND WEED CONTROL AS NEEDED
  - 3) TREAT FOR PESTS/DISEASES AS NEEDED
  - 4) IRRIGATE WITH AUTOMATIC SYSTEM AND ELECTRICAL SERVICE FOR SAME
  
- B) TREES/SHRUBS
  - 1) TRIM, FERTILIZE AND TREAT FOR PESTS AS NEEDED
  - 2) REPLACE AS REQUIRED
  
- C) WALL MAINTENANCE
  - 1) MAINTENANCE AND REPAIR OF THE EXTERIOR OF A MONUMENT WALL SIGN LOCATED AT THE ENTRANCE TO THE DEVELOPMENT AT NE 199 STREET (IVES DAIRY ROAD) ADJACENT TO PUBLIC RIGHTS-OF-WAY AND THE REMOVAL OF GRAFFITI AS NEEDED
  
- D) LAKE MAINTENANCE TO INCLUDE, BUT NOT BE LIMITED TO, REMOVAL OF DEBRIS, AQUATIC WEEDS, PLANTS AND ALGAE BY CHEMICAL AND/OR MECHANICAL MEANS AS NEEDED.

**IMPROVEMENT BY DEVELOPER FOR EACH LAKE:**

- A) 12' WIDE CONCRETE WHEEL PATH OR TURF BLOCK RAMP TO EXTEND INTO THE WATER SUFFICIENT TO ALLOW A 3' LAUNCHING DEPTH AT MEDIAN LAKE WATER LEVEL FOR EACH LAKE IDENTIFIED AS TRACTS "C", "D", "E", AND "F" TO THE PLAT KNOWN AS CHAMPION LAKES DATED SEPTEMBER 21, 2011.
  
- B) ONE 12' WIDE REMOVABLE ROADWAY GUARDRAIL WITH LOCKING MECHANISM ABUTTING WHEEL PATH OR TURF BLOCK RAMP ABUTTING A ROADWAY LOCATED ADJACENT TO EACH LAKE IDENTIFIED AS TRACTS "C", "D", "E", AND "F" TO THE PLAT KNOWN AS CHAMPION LAKES DATED SEPTEMBER 21, 2011.

**NOTE:** THIS SPECIAL TAXING DISTRICT ENCOMPASSES A PRIVATE DRIVE COMMUNITY, AND THE MULTIPURPOSE MAINTENANCE COMPONENT OF THE DISTRICT SHALL BE DORMANT; SERVICE WILL ONLY COMMENCE FOLLOWING FAILURE (AS DEFINED IN A "GRANT OF PERPETUAL NON-EXCLUSIVE EASEMENT" SUBMITTED AT THE SAME TIME AS THIS PETITION) OF ANY HOMEOWNER'S ASSOCIATION AND/OR COMMUNITY DEVELOPMENT DISTRICT TO PROVIDE THE REQUIRED SERVICES. ASSUMPTION OF MAINTENANCE SERVICES SHALL COMMENCE FOLLOWING ADOPTION OF THIS DISTRICT'S MULTIPURPOSE MAINTENANCE ASSESSMENT ROLL BY THE BOARD OF COUNTY COMMISSIONERS AT A PUBLIC HEARING. OTHER MAINTENANCE SERVICES MAY BE PROVIDED IN THE FUTURE AS SPECIFIED IN THE DISTRICT'S ORDINANCE AND AMENDMENTS THERETO. IN THE EVENT THIS DISTRICT IS ACTIVATED, THE FOLLOWING AREAS MAY BE MAINTAINED:

COMMON AREAS INCLUDING INGRESS-EGRESS, UTILITY, LANDSCAPE & MAINTENANCE EASEMENTS; TRACTS "G" (EXCLUDING THE CLUBHOUSE), "I", AND "J". PARKS: TRACTS "A", "B", AND "H". LAKES AND/OR RETENTION AREAS: TRACTS "C", "D", "E", AND "F". AS SHOWN ON THE REFERENCE PLAT OF SUBDIVISION.



**MEMORANDUM**  
(Revised)

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

**DATE:** May 7, 2013

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

**SUBJECT:** Agenda Item No. 5(F)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_\_, 3/5's \_\_\_\_\_, unanimous \_\_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

cel

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(F)  
5-7-13

ORDINANCE NO. 13-38

ORDINANCE CREATING AND ESTABLISHING A SPECIAL TAXING DISTRICT IN MIAMI-DADE COUNTY, FLORIDA, KNOWN AND DESCRIBED AS CHAMPION LAKES MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT IN ACCORDANCE WITH THE PROVISIONS OF CHAPTER 18 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Miami-Dade County Home Rule Amendment to the Florida Constitution (Article VIII, Section 6) grants to the electors of Miami-Dade County power to adopt a home rule charter of government for Miami-Dade County, Florida, and provides that such charter may provide a method for establishing special taxing districts and other governmental units in Miami-Dade County from time to time; and

WHEREAS, the Home Rule Charter adopted by the electors of Miami-Dade County on May 21, 1957, provides that the Board of County Commissioners, as the legislative and the governing body of Miami-Dade County, shall have the power to establish special purpose districts within which may be provided essential facilities and services, including landscape improvement and maintenance programs, and that all funds for such districts shall be provided by service charges, special assessments, or general tax levies within such districts only, and that the County Commission shall be the governing body of all such districts; and

WHEREAS, pursuant to such provisions of the Florida Constitution and the Home Rule Charter, the Board of County Commissioners duly enacted Chapter 18 of the Code of Miami-Dade County, Florida, providing for the creation and establishment of special taxing districts and prescribing the procedures therefor; and

WHEREAS, in accordance with the provisions of Chapter 18 of the Code of Miami-Dade County, Florida, a petition for the creation of a special taxing district to be known as the

CHAMPION LAKES MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT duly signed by 100% of the owners (developer/petitioner) of property within the proposed district, was filed with the Clerk of the County Commission. Such petition prayed for the creation and establishment of a special taxing district for the purpose of providing maintenance of the landscaped area, swales, lakes and wall along NE 199 Street (Ives Dairy Road) adjacent to public Rights-of-Way located within the public domain, and any common landscaped areas within the district boundary to be financed solely by means of special assessments levied and collected within the area therein and hereinafter described; and

WHEREAS, upon receipt of such petition the Clerk of the County Commission transmitted a copy thereof to the County Mayor or County Mayor's designee who examined it and filed a written report with the Clerk certifying that such petition was sufficient in form and substance and signed and properly presented in accordance with the requirements of Chapter 18 of the Code of Miami-Dade County, Florida; and

WHEREAS, the County Mayor or County Mayor's designee, after making appropriate investigations, surveys, plans and specifications, compiled and filed with the Board of County Commissioners his written report and recommendations setting forth the boundaries of the proposed special taxing district, the location, nature and character of the maintenance programs to be provided within the proposed district, an estimate of the cost of maintaining and operating such improvements and/or services, his certification that the proposed district's improvements and/or services conform to the master plan of development for the County, and setting forth his recommendations concerning the need for and desirability of the requested district, the ability of the affected property to bear special assessments to fund the cost of maintaining and operating such improvements and/or services, and an estimate of the amount to be assessed against each square foot of the benefited property within the proposed district, and expressing his opinion that the property to be specially assessed will be benefited in excess of the special assessments to be levied, and the County Mayor or County Mayor's designee attached to such report and recommendations a map or sketch showing the boundaries and location of the proposed district.

Such Report and Recommendations of the County Mayor or County Mayor's designee was filed with the Clerk and transmitted to the Chairperson; and

**WHEREAS**, it appearing to the Board of County Commissioners from such report of the County Mayor or County Mayor's designee and other investigations that the district petitioned for would be of special benefit to all property within the proposed boundary and that the total amount of the special assessments to be levied would not be in excess of such special benefit; the Clerk of the Board certified the place, date and hour for a public hearing on the petition of the owners (developer/petitioner) and the report and recommendations of the County Mayor or County Mayor's designee -- said hearing was held on Tuesday, May 7, 2013 . Copies of the public notice were duly published in a newspaper of general circulation published in Miami-Dade County, Florida, and copies thereof were posted in not less than five (5) public places within the proposed district, and copies thereof were mailed to all owners of taxable real property within the boundary of the proposed district as their names and addresses appear on the latest Miami-Dade County Real Property Tax Roll; and

**WHEREAS**, pursuant to said notice, the Board of County Commissioners on Tuesday, May 7, 2013 , held a public hearing, at which all interested persons were afforded the opportunity to present their objections, if any, to the creation and establishment of the proposed special taxing district; and

**WHEREAS**, the Board of County Commissioners, upon review and consideration of the report and recommendations of the County Mayor or County Mayor's designee and the views expressed by the property owners within the proposed special taxing district, has determined to create and establish such special taxing district in accordance with the report and recommendations of the County Mayor or County Mayor's designee, and the provisions of Chapter 18 of the Miami-Dade County Code,

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

**Section 1.** In accordance with the provisions of Chapter 18 of the Code of Miami-Dade County, Florida, a special taxing district to be known and designated as the CHAMPION LAKES MULTIPURPOSE MAINTENANCE SPECIAL TAXING DISTRICT is hereby created and established in the unincorporated area of Miami-Dade County, Florida.

**Section 2.** The area or boundary of this proposed special taxing district is as follows:

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA; TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUBHOUSE SITE", PLAT BOOK 103, AT PAGE 51, (a.k.a. CHAMPION LAKES, TENTATIVE PLAT #T-21831); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE E LINE OF THE NE 1/4 OF SAID SECTION 6 FOR 1,784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST" FOR 230.00 FEET; THENCE RUN S 80°54'08"W FOR 299.35 FEET TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", PLAT BOOK 115 AT PAGE 29); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51°35'52" FOR AN ARC DISTANCE OF 468.29 FEET TO A POINT OF TANGENCY; THENCE RUN N47°30'00" FOR 280.63 FEET; THENCE RUN S84°19'13"W FOR 127.48 FEET; THENCE RUN N47°30'00"W FOR 85.00 FEET; THENCE RUN N76°30'00"W FOR 157.11 FEET; THENCE RUN N13°30'00"E FOR 103.93 FEET; THENCE RUN N36°07'40"E FOR 51.97 FEET; THENCE RUN S52°07'56"E FOR 5.48 FEET; THENCE RUN N38°23'40"E FOR 96.00 FEET; THENCE RUN N06°37'10"W FOR 100.31 FEET; THENCE RUN N16°00'00"E, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.00 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31°30'00" FOR AN ARC DISTANCE OF 340.86 FEET TO A POINT OF TANGENCY; THENCE RUN S74°30'00"W FOR 200.00 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1,176.92 FEET AND A CENTRAL ANGLE OF 27°22'42" FOR AN ARC DISTANCE OF 561.90 FEET TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN S04°17'25"W FOR 102.78 FEET; THENCE RUN S04°44'02"E FOR 106.72 FEET; THENCE RUN S42°41'52"W FOR 86.08 FEET; THENCE RUN N27°57'56"W FOR 27.80 FEET TO A POINT ON A CURVE, SAID POINT

BEARS S10°01'10"W FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 55°28'00" FOR AN ARC DISTANCE OF 1,210.09 FEET TO A POINT ON SAID CURVE; THENCE RUN N38°54'34"W FOR 798.08 FEET TO A POINT ON A CURVE, SAID POINT BEARS S01°11'19"E FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", PLAT BOOK 127, AT PAGE 20, AND "VILLAS ON THE GREEN", PLAT BOOK 111, AT PAGE 97); THENCE SOUTHWESTERLY ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2,914.79 FEET AND A CENTRAL ANGLE OF 03°08'19" FOR AN ARC DISTANCE OF 159.67 FEET TO A POINT OF TANGENCY; THENCE RUN N88°03'00"W FOR 855.18 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NW 1/4 OF SAID SECTION 6, (SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHTS-OF-WAY LINE OF STATE ROAD NO. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHTS-OF-WAY MAP, PLAT BOOK 88, AT PAGE 1); THENCE RUN S02°47'45"W ALONG SAID WEST LINE OF THE NW 1/4 OF SAID SECTION 6 FOR 15.00 FEET TO THE NE CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST; THENCE RUN S03°34'41"W ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 1 FOR 256.26 FEET TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN S48°06'28"E ALONG SAID NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL FOR 4,903.58 FEET; THENCE RUN N51°42'10"E FOR 25.37 FEET; THENCE RUN S48°06'28"E CONTINUING ALONG SAID NORTHEASTERLY RIGHTS-OF-WAY LINE OF SNAKE CREEK CANAL FOR 152.23 FEET; THENCE RUN N51°42'10"E ALONG THE NORTHWESTERLY RIGHTS-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD FOR 1,265.77 FEET; THENCE RUN N36°17'50"W FOR 130.00 FEET; THENCE RUN N51°42'10"E FOR 287.32 FEET; THENCE DUE "NORTH" FOR 49.69 FEET; THENCE RUN N51°42'10"E FOR 151.63 FEET; THENCE DUE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NE 1/4 OF SAID SECTION 6; THENCE DUE "NORTH" ALONG THE EAST LINE OF THE NE 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE DUE "WEST" FOR 100.00 FEET; THENCE DUE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING;

LESS

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A", "CHANTILLY"; THENCE RUN N47°30'00"W FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26°30'00" FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH

THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE RUN S16°00'00"W, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE RUN S6°37'10"E FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE S6°37'10" E FOR 5.02 FEET; THENCE RUN S38°23'40"W FOR 96.00 FEET; THENCE RUN N52°07'56"W FOR 5.46 FEET; THENCE RUN S36°07'40"W FOR 42.89 FEET; THENCE RUN N53°52'20"W FOR 38.25 FEET; THENCE RUN N7°30'32"W FOR 72.30 FEET; THENCE RUN N82°22'08"E FOR 130.14 FEET TO THE POINT OF BEGINNING.

ALL OF THE ABOVE NAMED LANDS ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE NAMED PLATS BEING RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

The area and location of this proposed special taxing district are shown on the map or sketch which is made a part hereof by reference.

**Section 3.** The service to be provided within this proposed special taxing district will consist of the following:

Maintain the landscaped areas, swales, lakes and wall along NE 199 Street (Ives Dairy Road) adjacent to public rights-of-way, and any common or landscaped areas within the District boundary should any Homeowners Association or Community Development District fail to provide these services. Failure is defined in non-exclusive easement granted to Miami-Dade County and recorded in the Public Records.

**Section 4.** The estimated cost to the property owners for the maintenance and operation of the district's improvements and/or services including engineering, administration, billing, collecting and processing for the first year is \$295,713.83, and \$263,541.24 for the second year. It is estimated that the cost per assessable square foot of real property within the proposed district is \$0.0542 for the first year, and \$0.0483 for the second year. The second and succeeding years' assessments will be adjusted from actual experience.

**Section 5.** It is hereby declared that said improvements and/or services will be a special benefit to all property within the proposed special taxing district and the total amount of special assessments to be levied as aforesaid will not be in excess of such special benefit.



**Section 6.** Miami-Dade County, as administrator of this district's maintenance program, is directed to provide service by the most effective and efficient means available on a yearly basis, as detailed in the County Mayor or County Mayor's designee's report which is made a part hereof by reference. If there is a proposed significant change to the level of services to be provided, the Parks, Recreation and Open Spaces Department shall conduct a meeting in the community, inviting all affected district property owners for the purpose of reviewing the district's budget and level of services.

**Section 7.** The County Mayor or County Mayor's designee is authorized and directed to cause to be made the maintenance and operation of various public improvements to be installed within the district in accordance with the provisions of this Ordinance. However, multipurpose maintenance services will be provided by the taxing district in accordance with the provisions of this ordinance only if a Homeowners Association and, if applicable, a community development district, have failed to provide these maintenance services and the County has adopted this district's multipurpose maintenance assessment roll.

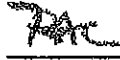
**Section 8.** The County Mayor or County Mayor's designee is further directed to cause to be prepared and filed with the Clerk of the County Commission a Preliminary Assessment Roll in accordance with the provisions of Section 18-14 of the Code of Miami-Dade County, Florida. As authorized by Section 197.363, Florida Statutes, all special assessments levied and imposed under the provisions of this Ordinance shall be collected, subject to the provisions of Chapter 197, Florida Statutes, in the same manner and at the same time as ad valorem taxes. In accordance with utilization of the ad valorem tax collection method, if such special assessments are unpaid, when due, the potential for loss of title to the property exists.

**Section 9.** A duly certified copy of this Ordinance shall be filed in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida, and recorded in the appropriate book of records.

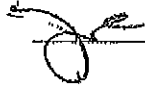
**Section 10.** The provisions of this Ordinance shall become effective ten (10) days after the date of its enactment, unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: May 7, 2013

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:



Jorge Martinez-Esteve

# EXHIBIT F

OFFICIAL FILE COPY  
CLERK OF THE BOARD  
OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA

## MEMORANDUM

Agenda Item No. 5(B)

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

**DATE:** May 21, 2013

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

**SUBJECT:** Ordinance granting petition of  
William Island Ventures, LLC  
("William Island Ventures" or  
"Petitioner") for establishment of  
a Community Development  
District  
Ordinance No. 13-44

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.

  
\_\_\_\_\_  
R. A. Cuevas, Jr.  
County Attorney

RAC/smm

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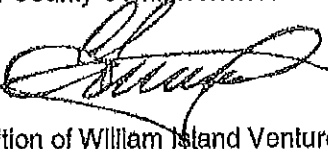
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# Memorandum



**Date:** May 21, 2013

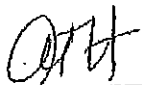
**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Ordinance Granting Petition of William Island Ventures, LLC ("William Island Ventures" or "Petitioner") for establishment of a Community Development District

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The proposed ordinance grants petition to establish a Community Development District for William Island Ventures. Implementation of this ordinance will not have a fiscal impact to the County.

  
\_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor  
Fls5919

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# MEMORANDUM

(Revised)

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

**DATE:** May 21, 2013

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

**SUBJECT:** Agenda Item No. 5(B)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(B)  
5-21-13

ORDINANCE NO. 13-44

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

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

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

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

**WHEREAS**, William Island Ventures, LLC, ("William Island Ventures" or "Petitioner") a Delaware limited liability company, registered to do business in Florida has petitioned for the establishment of the Aventura Isles Community Development District (the "District"); and

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

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

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

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

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

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

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

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

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

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

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

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

**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 Aventura Isles Community Development District over the real property described in the Petition attached hereto, which was filed by William Island Ventures, LLC., a Delaware limited liability company, on March 26, 2013, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit 1 to the Ordinance.



**Section 3.** The external boundaries of the District shall be as described in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit 2 to the Ordinance.

**Section 4.** The external boundary of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit 3 to the Ordinance.

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

Lauren Arcaro

David Eisner

Rick Feather

Eric Reiter

Tony Valle

**Section 6.** The name of the District shall be the "Aventura Isles Community Development District."

**Section 7.** The Aventura Isles Community Development District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

**Section 8.** Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Aventura Isles Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

**Section 9.** The Miami-Dade County Board of County Commissioners hereby grants to the Aventura Isles Community Development District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

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**Section 10.** The Miami-Dade County Board of County Commissioners hereby grants to the Aventura Isles Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2) (a) (d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b), Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

**Section 11.** All bonds issued by the Aventura Isles Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

**Section 12.** No bond, debt or other obligation of the Aventura Isles Community Development District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Miami-Dade Board of County Commissioners.

**Section 13.** Notwithstanding any power granted to the Aventura Isles Community Development District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, or special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

**Section 14.** Notwithstanding any power granted to the Aventura Isles Community Development District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

**Section 15.** This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Aventura Isles Community Development District, in connection with the petition submitted by William Island Ventures, LLC, and approved herein.

**Section 16.** If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

**Section 17.** It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

**Section 18.** This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: May 21, 2013

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

Prime Sponsor: Commissioner Barbara J. Jordan



"EXHIBIT 1 to the Ordinance"

PETITION TO ESTABLISH AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT

August 2012

**PETITION TO ESTABLISH  
AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

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

1. **Petitioner:** Petitioner is a Delaware limited liability company with principal offices at 1951 NW 19<sup>th</sup> Street, Suite 200, Boca Raton, Florida 33431. Petitioner will develop the land within the District, including the construction of all or a portion of the public infrastructure which will be either acquired or constructed by the District, as the case may be.

2. **District Location and Description:** The land area to be included in the District comprises approximately 148 +/- gross acres more or less. A map showing the location of the land area to be included in the District is attached as **Exhibit A**. All of the land in the proposed District is within the unincorporated area of the County. A metes and bounds legal description of the external boundaries of the District is attached as **Exhibit B**. The project to be developed by Petitioner within the District is called Aventura Isles.

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

parke and recreational facilities; (ii) landscaping and irrigation; (iii) off-site road improvements; (iv) sanitary sewer collection system; (v) water and distribution system; and (vi) storm water management and drainage system. The passive and active parks and recreational facilities will be owned by the District and maintained by the District or the County. Landscaping and irrigation will be owned and maintained by the District. Off-site road improvements will be owned and maintained by the County. Sanitary sewer collection system will be owned and maintained by the District and the County. Water distribution system will be owned and maintained by the County. Storm water management and drainage system will be owned and maintained by the District. A good faith estimate of the costs of the District improvements is attached as **Exhibit G**.

10. **Future Land Use Plan and Zoning Designation:** The future general distribution, location and extent of land uses within the proposed District are shown on **Exhibit H** attached hereto. The land located within the District is zoned Planned Area Development (PAD). The zoning approval for the project within the District is attached hereto as **Exhibit I**.

11. **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 as **Exhibit J**.

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

13. **Disclosure Requirements:** The Petitioner undertakes on behalf of the District that the Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be

undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the County Commission.

14. **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 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.

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 19 day of September, 2012.

**Williams Island Ventures, LLC, a Delaware limited liability company**

By: Williams Island Member, LLC, a Delaware limited liability company, its managing member

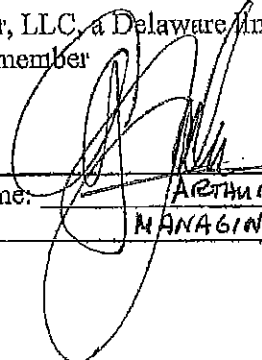
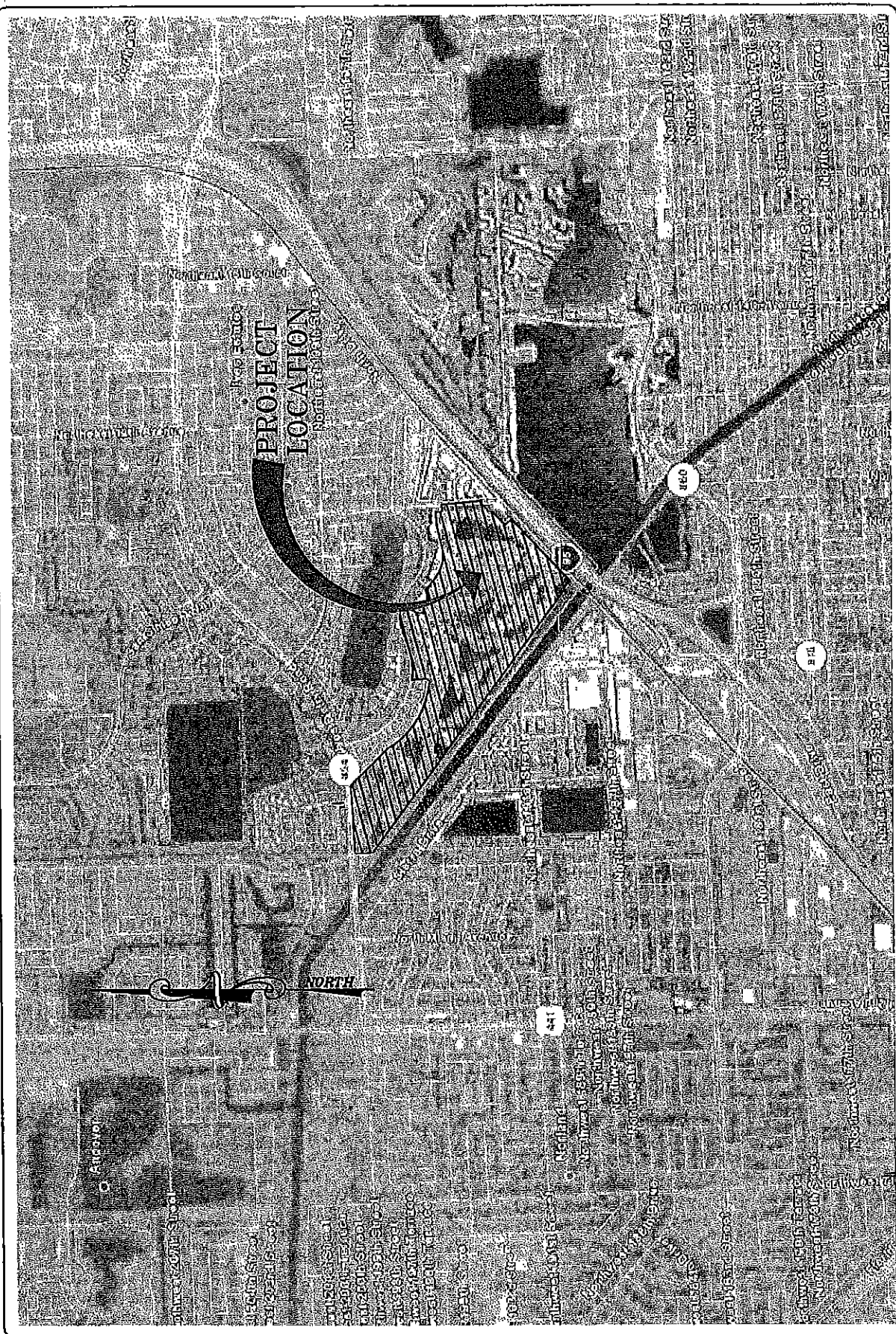
By:   
Print Name: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL



EXHIBIT "A"

LOCATION MAP



**PROJECT LOCATION**

Aventura Isles CDD

EXHIBIT A  
LOCATION MAP  
MIAMI-DADE COUNTY, FLORIDA SEC 6 TWP 52 RGE 42

**Schwabke-Shiskin & Associates, Inc.**  
ENGINEERS  
LAND PLANNERS  
LAND SURVEYORS

Drawn By: H.A.V. Date: 02-07-08  
Order No. 1946889  
Scale: 1" = 2,000'

Book: \_\_\_\_\_  
Page: \_\_\_\_\_  
File No. AJ-4362

Registered Professional Engineer No. 30008, State of Florida  
Registered Professional Engineer No. 30008, State of Florida

**AVENTURA ISLES CDD**

EXHIBIT A  
LOCATION MAP  
MIAMI-DADE COUNTY, FLORIDA SEC 6 TWP 52 RGE 42

Revised: July 9, 2012

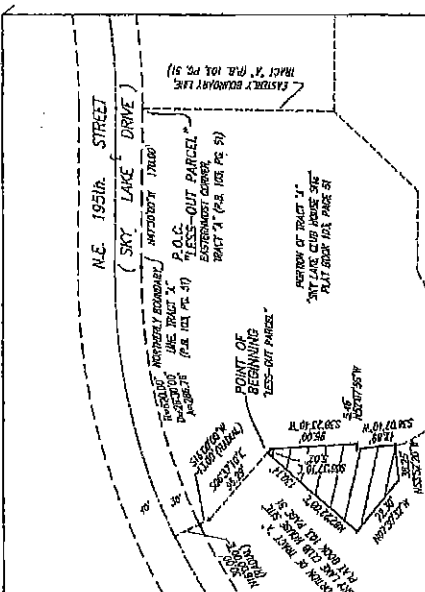
NOTE: Authentic copies of this drawing will bear the signature of the Professional Engineer or Professional Land Surveyor.

78  
146

**EXHIBIT "B"**

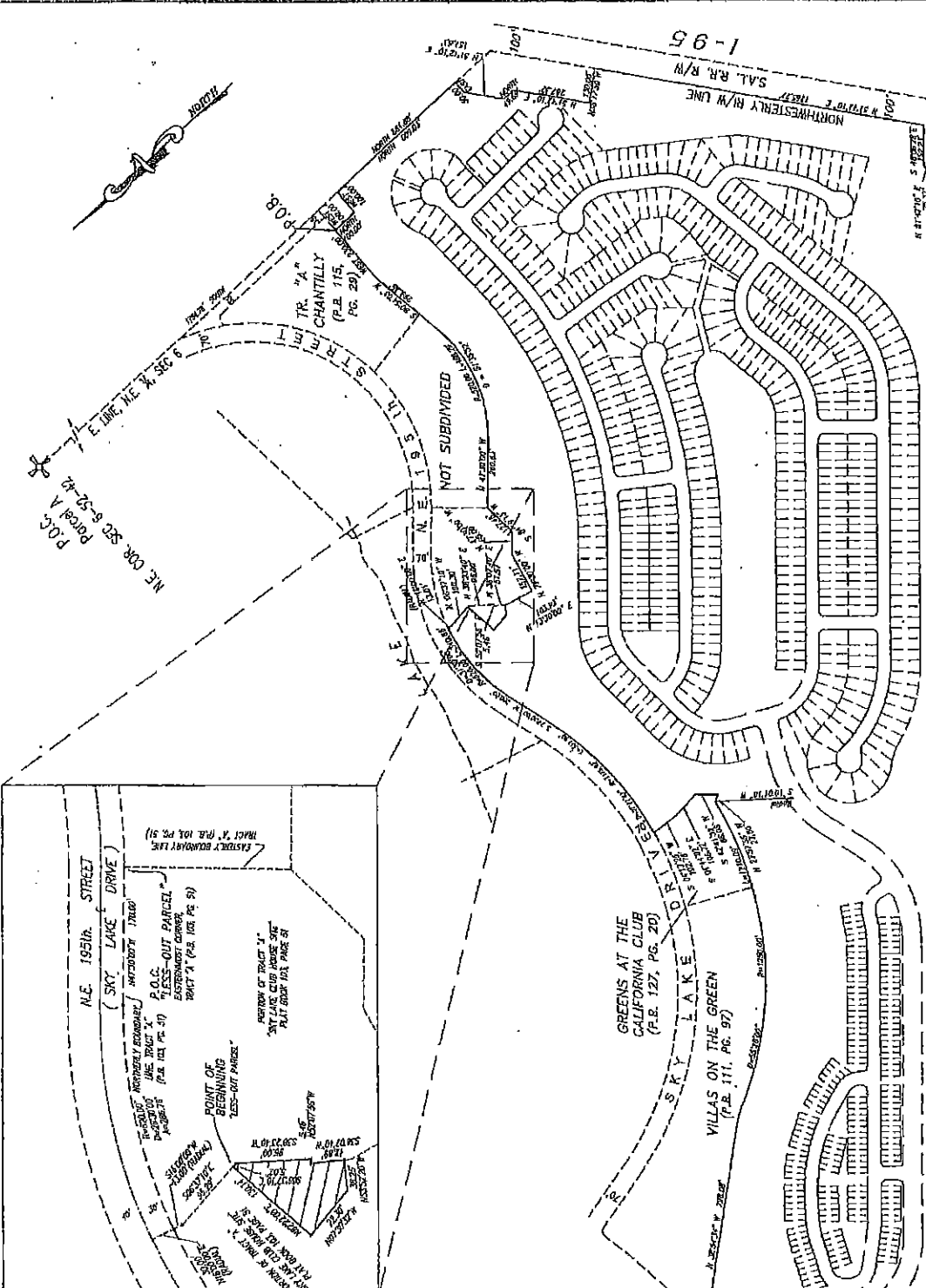
**LEGAL DESCRIPTION**

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



"Less-Out Parcel  
Scale: 1"=200'

- LEGEND:**
- DEVOTES CENTER LINE
  - DEVOTES MONUMENT LINE
  - P.B. DEVOTES PLAT BOOK
  - P.C. DEVOTES PAGE
  - P.O.B. DEVOTES POINT OF BEGINNING
  - P.O.C. DEVOTES POINT OF COMMENCEMENT
  - D.C.R. DEVOTES DADE COUNTY RECORDS
  - R DEVOTES RADIUS
  - D DEVOTES CENTRAL ANGLE OR DELTA
  - L DEVOTES ARC DISTANCE



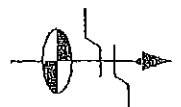
SNAKE CREEK CANAL

SCALE 1"=600'

| REVISIONS    |
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| July 9, 2012 |
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**Schwabke-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIAMI, FL 33025  
 PHONE NO. (954) 435-7010 FAX NO. (954) 438-3288  
 PREPARED UNDER NO. 194702

ALFONSO FELLOU, PRESIDENT  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 2978



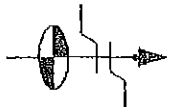
**AVENTURA ISLES CDD**

148

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 299.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 5.46 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, FOR 100.30 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.01 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 855.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6; SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST;



**AVENTURA  
ISLES CDD**

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| July 9, 2012 |
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ALFONSO C. TELLEZ  
*Alfonso C. Tellez*  
 LAND SURVEYORS-ENGINEERS-PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3888  
 ORDER No. 194702 PREPARED NUMBER MY SUPERVISION  
 DATE: 03-03-2008  
 ALFONSO C. TELLEZ, P.E., P.L.S., P.S.  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978  
 CONFIDENTIAL

*Schwabke-Shiskin & Associates*  
 LAND SURVEYORS-ENGINEERS-PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-3888  
 ORDER No. 194702 PREPARED NUMBER MY SUPERVISION  
 DATE: 03-03-2008  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

149  
87

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 130.00 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A"; "CHANTILLY", AND THE POINT OF BEGINNING.  
LESS:

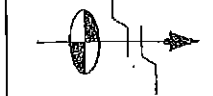
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A"; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 30 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE SOUTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 5.02 FEET; THENCE SOUTH 38 DEGREES 23 MINUTES 40 SECONDS WEST FOR 96.00 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 56 SECONDS WEST FOR 5.46 FEET; THENCE SOUTH 36 DEGREES 07 MINUTES 40 SECONDS WEST FOR 42.89 FEET; THENCE NORTH 53 DEGREES 52 MINUTES 20 SECONDS WEST FOR 38.25 FEET; THENCE NORTH 7 DEGREES 30 MINUTES 32 SECONDS WEST FOR 72.30 FEET; THENCE NORTH 82 DEGREES 22 MINUTES 08 SECONDS EAST FOR 130.14 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE LYING AND BEING IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

## NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST.
- 2) ORDERED BY: **FALCONE GROUP**
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 4) PROPERTY AS SHOWN HEREON CONTAINS 147.97 ACRES, MORE OR LESS



| <p style="text-align: center;"><b>Schwabke-Shisler &amp; Associates, Inc.</b><br/>LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY - MIAMI, FL 33025<br/>PHONE No. (954) 435-7010 FAX No. (954) 438-3288<br/>ORDER No. 194702 DATE: 03-03-2008</p> <p style="text-align: center;">PREPARED UNDER MY SUPERVISION<br/>ALFONSO G. LO, STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR NO. 29978</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>July 9, 2012</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </tbody> </table> | REVISIONS | July 9, 2012 |  |  |  |  |
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**AVENTURA ISLES CDD**

EXHIBIT "C"

**AFFIDAVIT OF OWNERSHIP AND CONSENT**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE CREATION OF THE  
AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA

COUNTY OF PALM BEACH

On this 19<sup>th</sup> day of Sept, 2012, Arthur Falcone, <sup>MANAGING PRINCIPAL</sup> ("Affiant") personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the MANAGING PRINCIPAL of Williams Island Member, LLC, a Delaware limited liability company, the managing member of Williams Island Ventures, LLC, a Delaware limited liability company (the "Owner").

2. The Owner is the fee title owner of the following described real property, to wit:  
See Exhibit "1" attached hereto (the "Property")

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

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

5. The Owner hereby consents to the establishment of the Proposed CDD.  
FURTHER AFFIANT SAYETH NOT.

Print: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL  
of Williams Island Member, LLC, a Delaware limited liability company, the managing member of Williams Island Ventures, LLC, a Delaware limited liability company



Subscribed and sworn to before me this 19<sup>th</sup> day of Sept, 2012, by ARTHUR FALLONE, who personally appeared before me, and is personally known.

Notary: *Cora DiFiore*

Print Name: CORA DiFiore

Notary Public, State of FLORIDA



CORA DIFIORE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD975373  
Expires 5/7/2014

EXHIBIT "1"

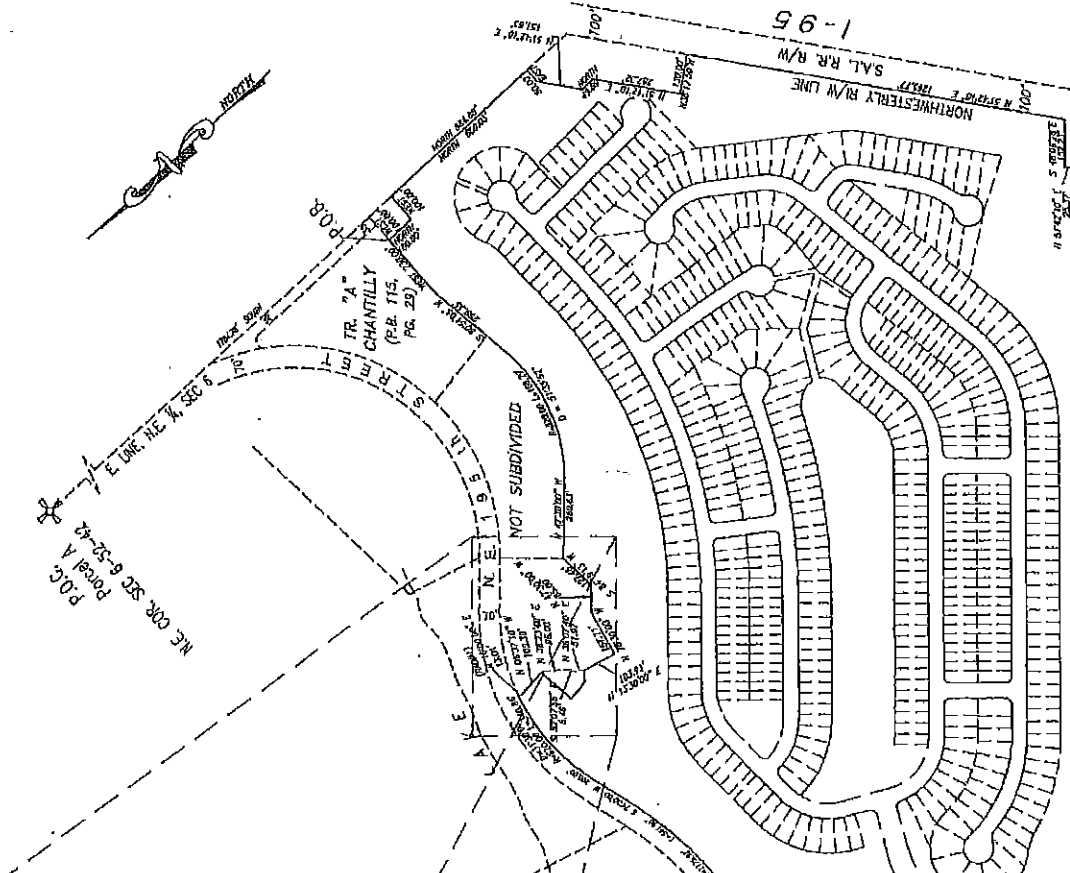
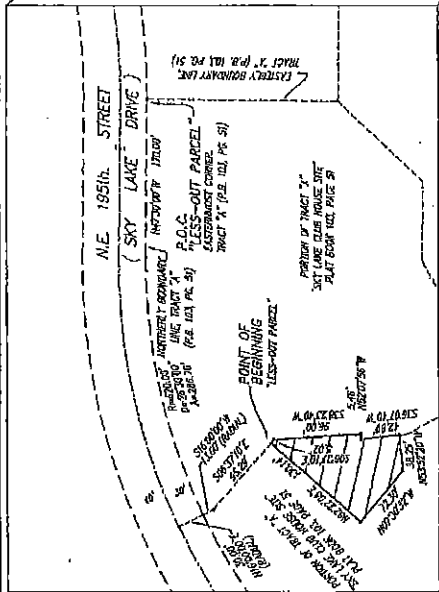
LEGAL DESCRIPTION OF PROPERTY

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

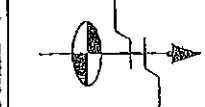
"Less-Out Parcel  
Scale: 1" = 200'

## LEGEND:

- DENOTES CENTER LINE
- - - DENOTES MONUMENT LINE
- P.B. DENOTES PLAT BOOK
- P.C. DENOTES PAGE
- P.O.B. DENOTES POINT OF BEGINNING
- P.O.C. DENOTES POINT OF COMMENCEMENT
- D.C.R. DENOTES DADE COUNTY RECORDS
- R DENOTES RADIUS
- D DENOTES CENTRAL ANGLE OR DELTA
- I DENOTES ARC DISTANCE



SCALE 1" = 600'



*Sahawebke-Shishkin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3241 CORPORATE WAY - MIRAMAR, FL 33025  
 PHONE NO. (954) 435-7010 FAX NO. (954) 435-7012  
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 CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:  
 ALFONSO J. GONSOLO, P.E., LICENSE NO. 2978  
 FLORIDA PROFESSIONAL SURVEYOR

REVISIONS  
 July 9, 2012

**AVENTURA ISLES CDD**

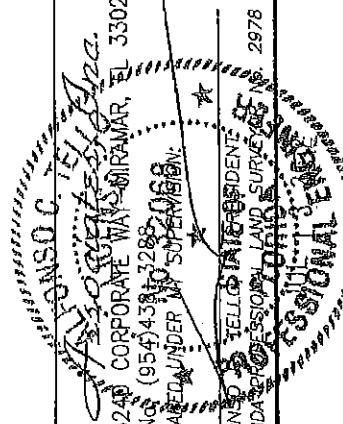
# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 289.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 5.46 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, FOR 100.30 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.01 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 855.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST;

**AVENTURA  
ISLES CDD**

| <p style="text-align: center;"><i>Schwarbke-Shiskin &amp; Associates, P.A.</i><br/>LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIAMI, FL 33025<br/>PHONE No. (954) 435-7010 FAX No. (954) 435-3288<br/>ORDER NO. 194702 DATE: 03-03-2008</p> <p style="text-align: center;">THIS IS NOT A "BOUNDARY SURVEY"<br/>CERTIFICATE OF AUTHORIZATION No. LB-87</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">REVISIONS</th> </tr> <tr> <td style="text-align: left;">July 9, 2012</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table> | REVISIONS | July 9, 2012 |  |  |  |
|---|--|-----------|--------------|--|--|--|
| REVISIONS   |  |           |              |  |  |  |
| July 9, 2012  |  |           |              |  |  |  |
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ALFONSO TORRES  
FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978

25  
156

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 130.00 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING.  
LESS:

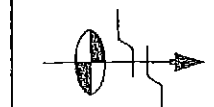
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A"; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 30 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE SOUTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 5.02 FEET; THENCE SOUTH 38 DEGREES 23 MINUTES 40 SECONDS WEST FOR 96.00 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 56 SECONDS WEST FOR 5.46 FEET; THENCE SOUTH 36 DEGREES 07 MINUTES 40 SECONDS WEST FOR 42.89 FEET; THENCE NORTH 53 DEGREES 52 MINUTES 20 SECONDS WEST FOR 38.25 FEET; THENCE NORTH 7 DEGREES 30 MINUTES 32 SECONDS WEST FOR 72.30 FEET; THENCE NORTH 82 DEGREES 22 MINUTES 08 SECONDS EAST FOR 130.14 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE LYING AND BEING IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

## NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST.
- 2) ORDERED BY: **FALCONE GROUP**
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 4) PROPERTY AS SHOWN HEREON CONTAINS 147.97 ACRES, MORE OR LESS



| <p style="text-align: center;"><i>Schwarbke-Shiskin &amp; Associates, Inc.</i><br/>LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 5240 CORPORATE WAY, MIAMI, FL 33025<br/>PHONE No. (954) 435-7010      FAX No. (954) 438-3288<br/>ORDER NO. 194702      DATE: 03-03-2008</p> <p style="text-align: center;">PREPARED UNDER MY SUPERVISION</p> <p style="text-align: center;">ALFONSO TELLEZ, PRESIDENT<br/>FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978</p> | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">REVISIONS</th> </tr> </thead> <tbody> <tr> <td>July 9, 2012</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </tbody> </table> | REVISIONS | July 9, 2012 |  |  |  |
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**AVENTURA ISLES CDD**

26  
157

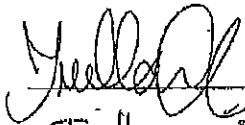
**JOINDER BY MORTGAGEE IN PETITION FOR  
CREATION OF AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

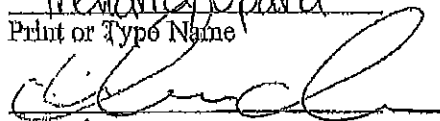
**To Miami-Dade County, Florida:**


The undersigned, TCG Williams Island Limited Partnership, a Massachusetts limited partnership, the Mortgagee under that certain Amended and Restated Construction Mortgage and Security Agreement, from Williams Island Ventures, LLC, a Delaware limited liability company, dated June 30, 2010, recorded July 1, 2010, in Official Records Book 27340, Page 87, of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing petition for creation of the Aventura Isles Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of September 19, 2012, and executed by Williams Island Ventures, LLC, a Delaware limited liability company, in connection with the creation of the Aventura Isles Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 19 day of March, 2013.

TCG Williams Island Limited Partnership,  
a Massachusetts limited partnership  
By: TCG Williams Island GP LLC, its sole  
General Partner

  
\_\_\_\_\_  
Trellanexopara  
Print or Type Name

  
\_\_\_\_\_  
Monita Markus  
Print or Type Name

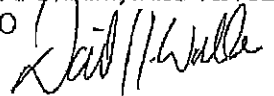
By:   
\_\_\_\_\_  
Title: David Giles  
Vice President

PROVINCE OF ONTARIO )  
 ) ss:  
COUNTRY OF CANADA )

The undersigned, a Notary Public in and for the aforesaid Province in the State aforesaid, do hereby certify that DAVID GILES, personally known to me to be the same person whose name is, as Vice President of TCG Williams Island GP LLC, sole General Partner of TCG Williams Island Limited Partnership, a Massachusetts limited partnership, subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she, being thereunto duly authorized, signed and delivered the said instrument on behalf of TCG Williams Island Limited Partnership, a Massachusetts limited partnership, as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 19 day of March 2013.

DAVID WALLACE  
NOTARY PUBLIC, PROVINCE OF  
ONTARIO



NOTARY PUBLIC  
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification;

(Type of Identification Produced)

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

This acknowledgment is provided on an 8 1/2 X 11 in. letter size paper with continuous black border. It must be rejected if size or border has been altered. This warning appears also at the bottom of this document.

### ACKNOWLEDGMENT

State of California

County of Los Angeles

On October 2, 2012, before me, **Denise O'Dell, Notary Public**

personally appeared Glenn Watchorn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which one person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature D. O'Dell (Seal)



### OPTIONAL

#### Description of Attached Document

Title or Type of Document: Joinder by Mortgagee in Petition for Creation of Aventura Isles Community Development District

Document Date: 10/2/2012 Number of Page(s): One (1) Number of Signer(s): One (1)

This acknowledgment is provided on an 8 1/2 X 11 in. letter size paper with continuous black border. It must be rejected if size or border has been altered. This warning appears also at the top of this document.



**EXHIBIT "D"**

**INITIAL MEMBERS OF THE BOARD OF SUPERVISORS**

1. Rick Feather
2. Lauren Arcaro
3. David Eisner
4. Tony Valle
5. Eric Reiter

See attached resumes.

The address of all of the above-named members is: 1951 NW 19<sup>th</sup> Street, Suite 200,  
Boca Raton, Florida 33431

David Eisner  
1951 NW 19<sup>th</sup> St Suite 200  
Boca Raton, Fl. 33431  
(C) 301-537-6226  
[Davide@Aventuralsles.com](mailto:Davide@Aventuralsles.com)

#### SUMMARY

Practiced and owned large multi-disciplinary Dental office. Skilled in business management, marketing, cost control, staff training and daily operations of a business. Developed weekly, monthly and yearly target goals along with standard operating procedures.

Upon retiring from Dentistry 7 years experience in the construction industry as a Manager of Safety and Risk Management.

BA - CW Post College Long Island, NY 1973

DDS – Georgetown University School of Dentistry 1977

Florida Licensed OSHA Inspector 600062006

Department of Environmental Protection Qualified Stormwater Manager 16808

#### HOA EXPERIENCE

President of Eldwick Home Owners Association and Swim Club Potomac, Md 1999-2005  
561 Homes

BT

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## Summary

A performance driven Director of Sales & Marketing for private and national homebuilders with 16 years of achievements. A broad knowledge in department operations, marketing, mortgages, customer satisfaction and product development. Excellent communication and negotiation skills. A track record for driving growth and revenues of a company and exceeding sales objectives.

Real Estate License SL3231151  
Ohio State University 1985-1987

## HOA/CDD Experience

- Assistant Secretary Live Oak II CDD 2007-2009
- Assistant Secretary Hammocks CDD 2007-2009
- VP of Live Oak Homeowner Association 2004-2009
- VP Hammocks Homeowners Association 2006-2009
- VP Tampa Bay Golf & Country Club Homeowner Associations 2007-2009

ACCEPTANCE

Pursuant to Resolution No. R. \_\_\_\_\_, wherein this Warranty Deed was approved and accepted by the Miami-Dade County Board of County Commissioners, the foregoing conveyance is hereby accepted and the undersigned agrees, by this acceptance, to assume and be bound by all the obligations, conditions, covenants and agreements therein contained.

MIAMI-DADE COUNTY,  
a political subdivision of the State of Florida

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

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

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

STATE OF FLORIDA

COUNTY OF MIAMI - DADE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, I HEREBY CERTIFY that \_\_\_\_\_

personally appeared before me, to me personally known or who has produced \_\_\_\_\_ as identification, and acknowledged before me that he executed the same freely and voluntarily for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

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# RICK FEATHER

1951 NW 19<sup>th</sup> Street, Suite 200, Boca Raton FL 33431  
Phone: 954-661-8541 Fax: 954-603-8860 E-Mail:

## Summary

Results driven construction professional possessing over 15 years experience with residential construction organizations. Impressive track record of improving business processes, managing budgets, delivering broad-based operational efficiencies, developing and implementing quality improvement strategies.

Florida licensed construction professional (CBC-057970)

Department of Environmental Protection Qualified Stormwater Manager (18918)

MBA - University of Phoenix, Tampa Campus 2006

## HOA / CDD Experience

- |   |                  |
|---|------------------|
| <b>Tampa Bay Golf and Country Club, Dade City Florida</b>   | <b>2007-2009</b> |
| ■ President of an 1100 unit HOA. Gated community with two golf courses                              |                  |
| <b>Live Oak Preserve, Tampa Florida</b>   | <b>2007-2009</b> |
| ■ President of the Master Homeowners Association. 1598 total units.                                 |                  |
| ■ Member of Phase 1 and Phase 2 CDD board, 2004-2009  |                  |
| <b>The Hammocks, Tampa Florida</b>  | <b>2007-2009</b> |
| ■ President of the Master Homeowners Association. 525 total units.                                  |                  |
| ■ Member of CDD board. 2004-2009  |                  |
| <b>Countrywood Resort, Plant City Florida</b>   | <b>2010-2011</b> |
| ■ Developer's representative for 3 HOA boards. 1450 total units, 2 golf courses, 4 club facilities. |                  |

# Eric Reiter

190 NW 199<sup>th</sup> Street, Suite 106, Miami, FL 33179  
Phone: 305-307-7221 Fax: 305-307-7237

## Summary

Results driven construction professional with over 10 years' experience with residential construction organizations. Impressive track record of improving business processes, managing budgets, delivering broad-based operational efficiencies, developing and implementing quality improvement strategies.

B.S. Marketing/Management Louisiana State University, Baton Rouge, LA

## Experience

- |  |           |
|--|-----------|
| Beazer Homes, Ft. Myers, Florida                             | 2000-2003 |
| ▪ Construction Project Manager/ Assistant Purchasing Manager |           |
| Live Oak Preserve, Tampa Florida                             | 2003-2006 |
| ▪ Design Center Manager                                      |           |
| The Hammocks, Tampa Florida                                  | 2003-2006 |
| ▪ Design Center Manager                                      |           |
| Congregation B'nai Israel, Clearwater, FL                    | 2006-2008 |
| ▪ Executive Director   |           |
| University of South Florida, Tampa Florida                   | 2008-2011 |
| ▪ Director of Business and Finance                           |           |

# Tony Valle

1951 NW 19<sup>th</sup> Street, Suite 200, Boca Raton FL 33431  
Phone: 813-767-8343 E-Mail: tonyv@aventuraisles.com

## Summary

Proficient with planning & implementation, training staff, participating in all aspects of the day to day business of a contracting company. Skilled in business management, systems management, and cost control, leadership, and coordination of interdepartmental functions. Project team selection to meet strategic business goals; development and implementation of; quality control programs and standard operational procedures.

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Florida licensed construction professional (CRC - 058538)

Department of Environmental Protection Qualified Stormwater Manager (10938)

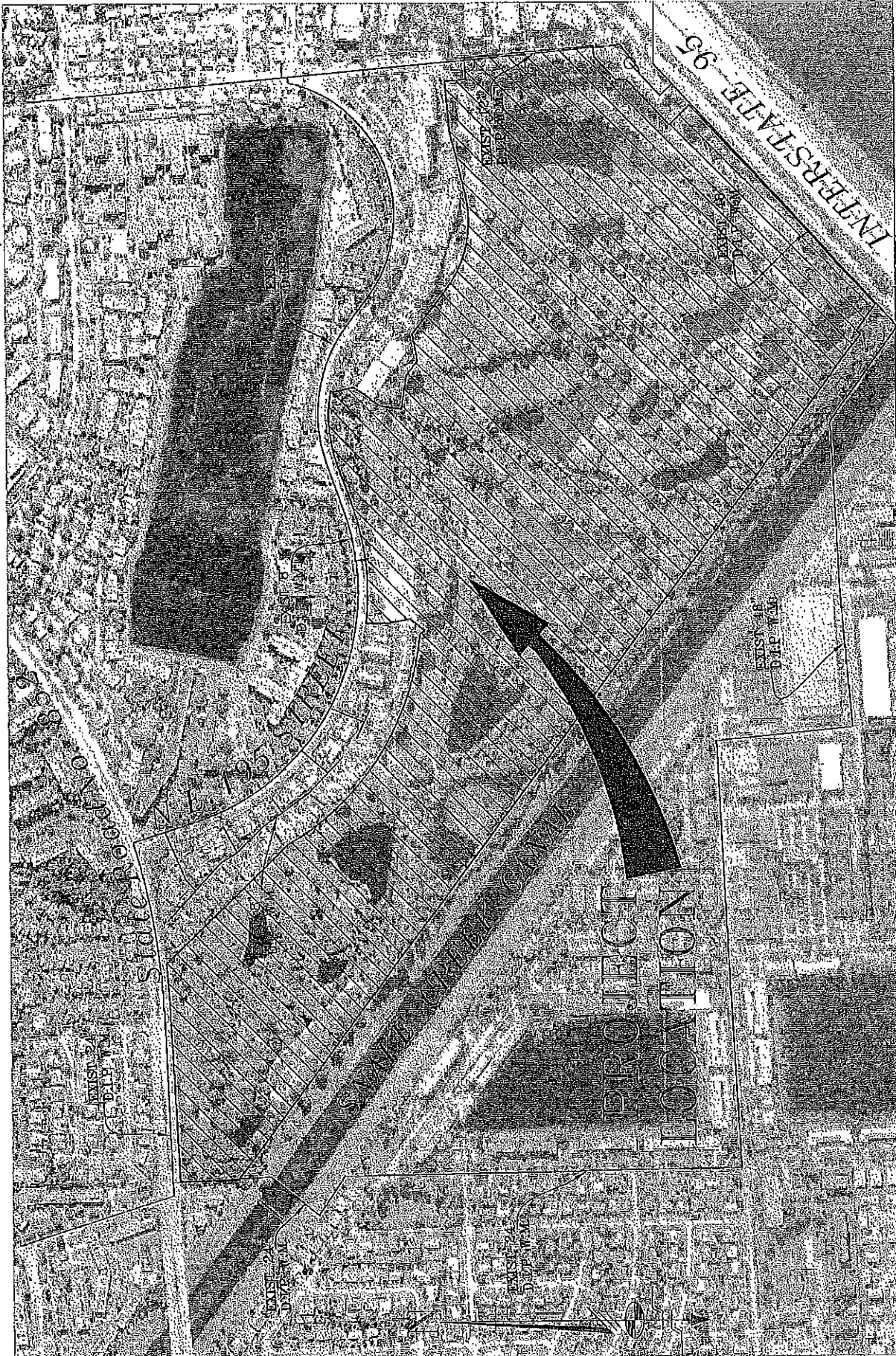
## HOA / CDD Experience      2007-2009

- |  |           |
|--|-----------|
| Live Oak Preserve, Tampa Florida                     | 2007-2009 |
| ▪ Member of Phase 1 and Phase 2 CDD board. 2004-2009 |           |
| The Hammocks, Tampa Florida                          | 2007-2009 |
| ▪ Member of CDD board. 2004-2009                     |           |

**EXHIBIT "E"**

**EXISTING WATER AND SEWER MAINS**





**Schwabke-Shiskin F & Associates, Inc.**  
 LAND PLANNING, SURVEYING AND SURVEYORS  
 MIAMI, FLORIDA 33132

Drawn By: JCT Date: 9/19/11 Created By: ACT Date: 9/19/11  
 Scale: NTS  
 Sheet No.: 000000078 BOOK  
 Project No.: 06-52-42 EXHIBIT E  
 File No.: EXHIBIT E Sheet No. 1 of 1 Sheets

By: \_\_\_\_\_ PRESIDENT  
 State of Florida  
 Registered Land Surveyor No. 25208 State of Florida  
 Registered Draftsman No. \_\_\_\_\_

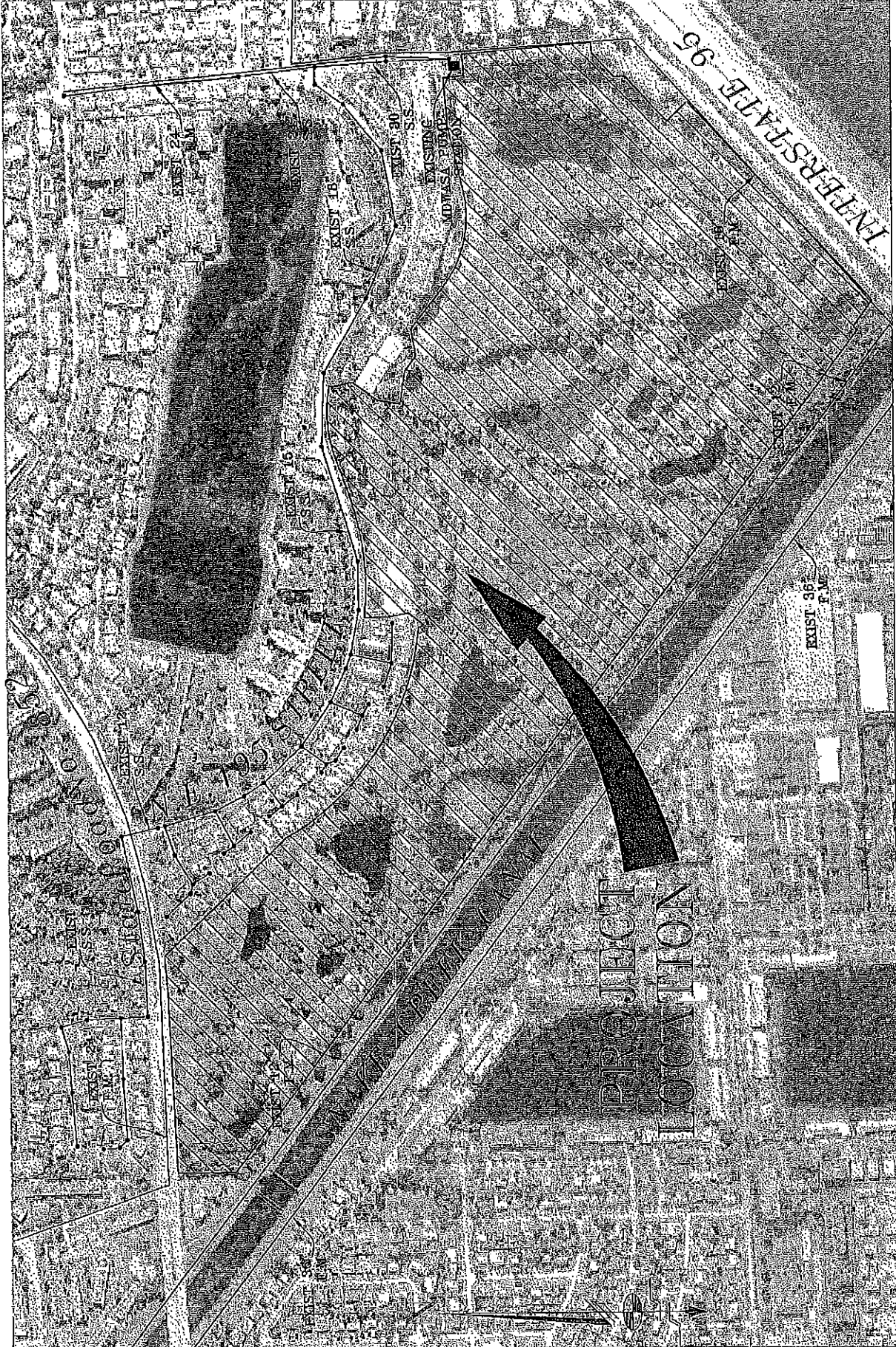
**AVENTURA ISLES CDD**  
**EXISTING WATER FACILITIES**  
**EXHIBIT E**  
 MIAMI-DADE COUNTY, FLORIDA 06-52-42

**LEGEND**  
 f DENOTES EXISTING FIRE HYDRANT  
 — DENOTES EXISTING WATER MAIN

NOTE: All data on this drawing will bear the initial seal of the attending Professional Engineer or Professional Land Surveyor.

Revised: July 9, 2012

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**Schwabbe-Shiskin & Associates, Inc.**  
 LAND PLANNING ENGINEERS AND SURVEYORS  
 10000 N.W. 11th Avenue, Suite 200, Miami, Florida 33150  
 Phone: 305-551-1111  
 Project No. 06-52-42  
 Order No. 06-52-42  
 Scale: NTS  
 Date of Issue: 7/9/11  
 Sheet No. 1 of 1

**AVENTURA ISLES CDD**  
 EXISTING SEWER FACILITIES  
 EXHIBIT E  
 MIAMI-DADE COUNTY, FLORIDA 06-52-42

LEGEND:  
 (Symbol) SHOWS EXISTING SEWER MANHOLE  
 (Symbol) SHOWS EXISTING SEWER LINE  
 NOTE: All data is based on the information provided by the client. The Engineer or Professional Land Surveyor is not responsible for the accuracy of the information provided by the client.

Revised: July 9, 2012

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**EXHIBIT "F"**

**PROPOSED TIMETABLE FOR CONSTRUCTION OF IMPROVEMENTS**

| <b><u>Description</u></b>                               | <b><u>Estimated Start</u></b> | <b><u>Estimated Finish</u></b> |
|---|-------------------------------|--------------------------------|
| Passive and Active Parks<br>and Recreational Facilities | June 2012                     | January 2013                   |
| Landscaping and Irrigation                              | July 2012                     | July 2013                      |
| Off-site Road Improvements                              | June 2012                     | October 2012                   |
| Sanitary Sewer Collection<br>System                     | September 2012                | September 2013                 |
| Water and Distribution<br>System                        | September 2012                | September 2013                 |
| Storm Water Management<br>and Drainage System           | June 2012                     | September 2013                 |

**EXHIBIT "G"**

**GOOD FAITH ESTIMATE OF COSTS OF CONSTRUCTION  
OF DISTRICT IMPROVEMENTS**

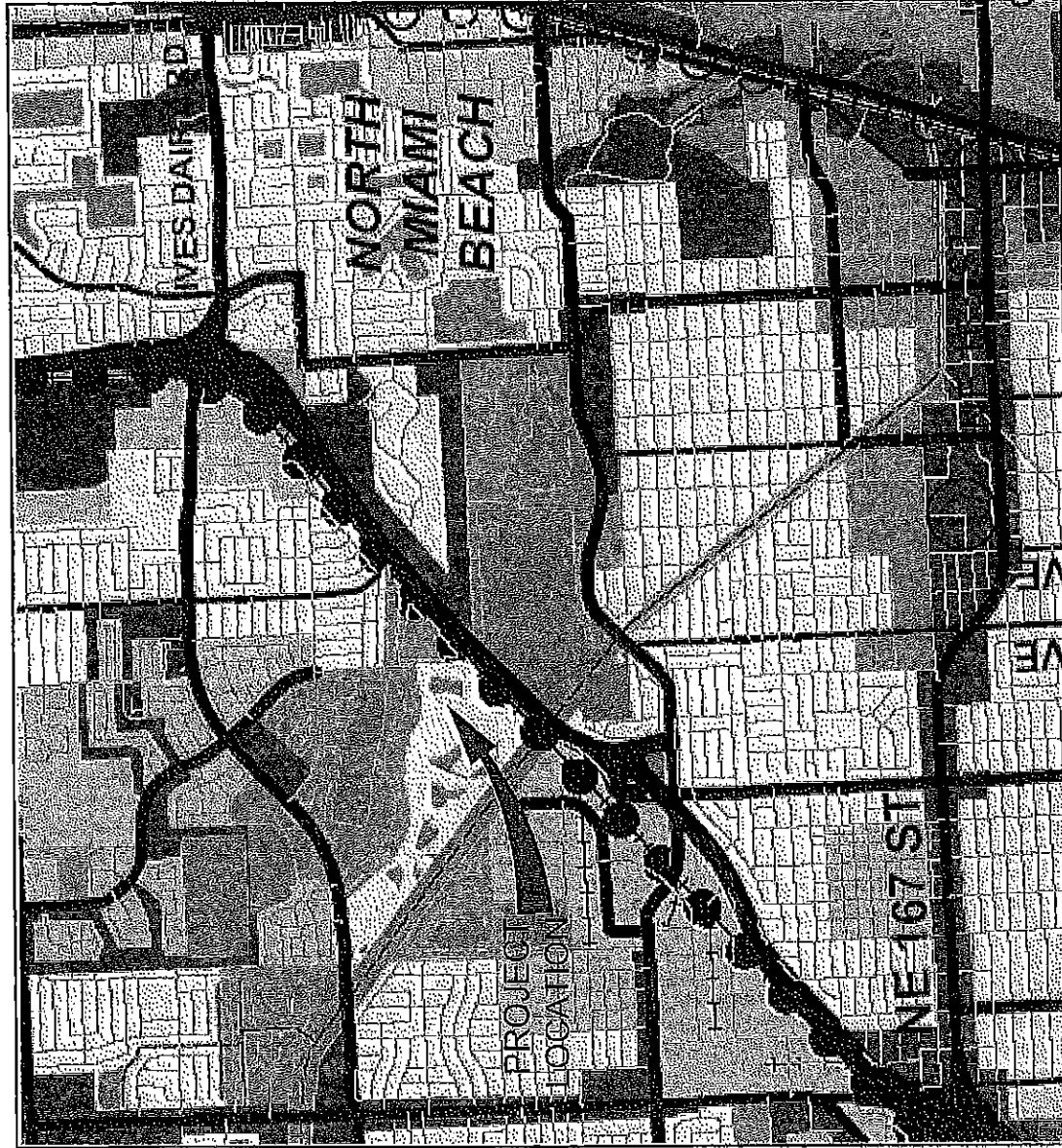
| <b><u>Description</u></b>   | <b><u>Amount</u></b> |
|---|----------------------|
| Passive and Active Parks and Recreational Facilities,<br>Landscaping and Irrigation | \$ 5,302,027         |
| Off-Site Road Improvements  | \$ 428,398           |
| Sanitary Sewer Collection System  | \$ 1,446,622         |
| Water and Distribution System   | \$ 1,300,270         |
| Storm Water Management and Drainage System  | \$ <u>4,417,340</u>  |
| <br>  |                      |
| <b>Total Costs:</b>   | <b>\$ 12,894,657</b> |

EXHIBIT "H"

FUTURE LAND USE MAP

**ADOPTED 2015 AND 2025  
LAND USE PLAN \*  
FOR MIAMI-DADE COUNTY, FLORIDA**

- RESIDENTIAL COMMUNITIES**
- ESTATE DENSITY (EDR) 1-2.5 DU/AC
- LOW DENSITY (LD) 2.5-6 DU/AC
- LOW-MEDIUM DENSITY (LM) 6-13 DU/AC
- MEDIUM DENSITY (MD) 13-25 DU/AC
- MEDIUM-HIGH DENSITY (MH) 25-60 DU/AC
- HIGH DENSITY (HD) 50-125 DU/AC OR MORE/GROSS AC
- ESTATE DENSITY W/ ONE DENSITY INCREASE (D1-1)
- LOW DENSITY W/ ONE DENSITY INCREASE (D1-1)
- MEDIUM DENSITY W/ ONE DENSITY INCREASE (D1-1)
- TWO DENSITY INCREASE WITH URBAN DESIGN (D1-2)
- RESTRICTED INDUSTRIAL AND OFFICE
- BUSINESS AND OFFICE
- OFFICE/RESIDENTIAL
- INSTITUTIONS UTILITIES AND COMMUNICATIONS
- PARKS AND RECREATION
- AGRICULTURE
- OPEN LAND
- ENVIRONMENTAL PROTECTION
- ENVIRONMENTALLY PROTECTED PARKS
- TRANSPORTATION (ROW, RAIL, METRO/RAIL, ETC.)
- TERMINALS
- EXPRESSWAYS
- MAJOR ROADWAYS (3 OR MORE LANES)
- MINOR ROADWAYS (2 LANES)
- EXISTING RAPID TRANSIT / FUTURE RAPID TRANSIT
- URBAN CENTERS \*\*
- REGIONAL COMMUNITY
- ADOPTED REGIONAL URBAN CTR
- ADOPTED METROPOLITAN URBAN CTR
- ADOPTED COMMUNITY URBAN CTR
- Note: This symbol is used to indicate areas which have been approved by the Board of County Commissioners and outlined in a 2001/02 survey district that shows the defined boundaries of the center.
- 2015 URBAN DEVELOPMENT BOUNDARY
- 2025 EXPANSION AREA BOUNDARY
- WATER
- CANAL
- LEVEE/CANAL



**AVENTURA ISLES CDD  
FUTURE LAND USE PLAN  
EXHIBIT I**

MIAMI-DADE COUNTY, FLORIDA SEC 6 TWP 52 RGE 42

Revised: July 9, 2012

NOTE: Authentic copies of this drawing will bear the seal of a Licensed Professional Engineer or Professional Land Surveyor.

Schwabke-Shiskin F & Associates, Inc.  
ENGINEERS AND SURVEYORS  
3240 CORPORATE PKWY., MIAMI, FLORIDA 33156

|                                 |                                   |
|---------------------------------|-----------------------------------|
| Drawn By: J.C.T. Date: 02-07-08 | Checked By: A.C.T. Date: 02-07-08 |
| User: N/A                       | PL: EACK                          |
| Scale: 1" = 800'                | Sheet No. 3 of 3 Sheets           |
| File No. AJ-4362                |                                   |

Handwritten notes: "174" and a signature.

EXHIBIT "I"

ZONING APPROVAL

RESOLUTION NO. CZAB2-1-06

WHEREAS, WI 825 PARTNERS L. L. C. had applied for the following:

- (1) GU, RU-4, & BU-2 to PAD
- (2) UNUSUAL USE to permit a lake fill and lake excavations.
- (3) Applicant is requesting to permit single-family residential attached units with a private open space varying from 36.3% to 48% (60% required for each unit).

Upon a demonstration that the applicable standards have been satisfied, approval of Request #3 may be considered under §33-311(A)(4)(b) (Non-Use Variance) or (c) (Alternative Non-Use Variance).

Plans are on file and may be examined in the Zoning Department entitled "Williams Island Country Club," as prepared by Bradshaw Cill Associates & Gecko Group, Inc., consisting of 62 sheets and dated stamped received 11/17/05 and "Site Area Calculation Plan," one sheet dated stamped received 12/21/05. Plans may be modified at public hearing.

SUBJECT PROPERTY: PARCEL A: A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51 being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due south along the east line of the NE ¼ of said Section 6 for 1784.78' to the Point of beginning of the parcel of land hereinafter described; thence run due west for 330'; thence run S80°54'08"W for 299.35' to a Point of curvature; thence run SW/ly, W/ly and NW/ly along a circular curve to the right, having a radius of 520' and a central angle of 51°35'52" for an arc distance of 468.29' to a Point of tangency; thence run N47°30'00"W for 260.63'; thence run S84°19'13"W for 127.48'; thence run N47°30'00"W for 85'; thence run N76°30'00"W for 305.43'; thence run S74°30'00"W for 100'; thence run N61°58'08"W for 137.93'; thence run S74°30'00"W for 136.12' to a Point of curvature; thence W/ly, along a circular curve to the right having a radius of 1,250' and a central angle of 24°04'46" for an arc distance of 525.33'; thence S42°41'52"W, for 26.51'; thence N27°57'55"W for 27.8' to a point on a curve; said point bearing S10°01'10"W from the radius point of the next described curve; thence NW/ly along a circular curve to the right, having a radius of 1,250 and a central angle of 55°28'00" for an arc distance of 1,210.09' feet; thence N38°54'34"W for 798.08' to a Point on a curve; said point bearing S01°11'19"E from the center point of the next described (said last mentioned two courses being coincident with the SW/ly boundary of SKY LAKE GOLF CLUB Plat Book 99, Page 2); thence W/ly along a circular curve to the right having a radius of 2,914.79' and a central angle of 3°08'19" for an arc distance of 159.67' to a Point of tangency; thence N88°03'00"W for 855.16' to a Point of Intersection with the west line of the NW ¼ of said Section 6, said last described two courses being coincident with the S/ly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, Plat Book 88, Page 1; thence S2°47'45"W along the said west line of the NW ¼ of Section 6; for 13' to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence S3°34'41"W along the east line of the NE ¼

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of said Section 1, for 256.27' to a Point of intersection with the NE/ly Right-of-Way line of Snake Creek Canal; thence S 48°06'28"E, along the said NE/ly Right-of-Way line of Snake Creek Canal for 4,903.57'; thence run N51°42'10"E for 25.37'; thence run S 48°06'28"E, continuing along the said NE/ly Right-of-Way line of Snake Creek Canal for 152.23'; thence run N51°42'10"E, along the NW/ly Right-of-Way line of Seaboard Airline Railroad, for 1,665.77' feet; thence run due north, along the east line of the aforesaid Section 6 for 884.88' feet to the Point of beginning. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: A portion of the NE ¼ of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run south along the east line of said Section 6 for a distance of 1,784.78' to the Point of beginning of the herein described parcel; thence continue along the last described course for a distance of 100'; thence run west, at right angles to the last described course, for a distance of 100'; thence run due north, at right angles to the last described course, for a distance of 100'; thence run east, at right angles to the last described course, for a distance of 100' to the Point of beginning. ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Begin at the intersection of the east line of the NE ¼ of said Section 6, with the NW/ly Right-of-Way line of the Seaboard Coast Line Railroad and run S51°42'10"W along the said NW/ly Right-of-Way line of Seaboard Coast Line Railroad for 400'; thence N38°17'50"W at right angles to the last described course for 130'; thence N51°42'10"E for 287.32'; thence north along a line west of and parallel with the east line of the NE ¼ of said Section 6 for 49.69'; thence N51°42'10"E for 151.63'; thence east at right angles to the next described course for 50'; thence south along the east line of the NE ¼ of said Section 6 for 175.85' to the Point of Beginning. AND: PARCEL B: A portion of Tract "A", SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence at the NW/ly corner of said Tract "A" (said Point of commencement being on a curve and bearing S 12°35'28"W, from the radius point of the next described curve); thence E/ly, along the N/ly boundary of said Tract "A", along a circular curve to the left, having a radius of 1,175.92' and a central angle of 0°42'44" for an arc distance of 14.62' to the Point of beginning of the following described parcel of land: thence continue E/ly, along said circular curve to the left, having a radius of 1,175.92' and a central angle of 7°33'08" for an arc distance of 155' (last mentioned course being coincident with the N/ly boundary of said Tract "A"); thence S 15°30'00"E for 251.78' to a point on a curve, said point bearing S3°22'02"E from the radius point of said curve; thence W/ly, along a circular curve to the right, having a radius of 1,250' and a central angle of 11°56'48" for an arc distance of 260.64'; thence N42°41'52"E, for 59.54'; thence N4°44'02"W, for 106.72'; thence N4°17'25"E, for 102.8' to the Point of Beginning. AND: PARCEL "C": A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence at the NW/ly corner of said Tract "A" (said Point of commencement being on a curve and bearing S 12°35'28"W, from the radius point of the next described curve); thence E/ly, along the N/ly boundary of said Tract "A", along a circular curve to the left, having a radius of 1,175.92' and a central angle of 8°15'52" for an arc distance of 169.62' to the Point of beginning of the following described parcel of land; thence continue E/ly, along said circular curve to the left, having a radius of 1,175.92' and a central angle of 19°49'36" for an arc distance of 406.91' (last mentioned course being

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coincident with the N/ly boundary line of said Tract "A"); thence S 15°30'00" East radial to the last described curve line, for 210'; thence S 74°30'00"W, at right angles to the last mentioned course, for 136.12' to a Point of curvature; thence W/ly, along a circular curve to the right, having a radius of 1250' and a central angle of 12°07'58" for an arc distance of 264.7' to a point in a line drawn through the Point of beginning and extending in a SE/ly direction on a course of S 15°30'00"E; thence N 15°30'00"W, along such line drawn through the Point of beginning, for a distance of 251.78' to the Point of beginning.  
AND: PARCEL "D":

A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence of the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due south, along the east line of the NE ¼ of said Section 6 for 869.78' to a Point of curvature; thence run S W/ly, W/ly, and NW/ly, along a circular curve to the right having a radius of 650' and a central angle of 132°30'00", for an arc distance of 1,503.16'; thence run S 42°30'00"W radial to the last described curve for 30' to the Point of beginning of the parcel of land hereinafter described; thence run N 47°30'00"W for 170' to a Point of curvature; thence run W/ly along a circular curve to the left having a radius of 620' and a central angle of 58°00'00", for an arc distance of 627.62' to a Point of tangency; thence run S 74°30'00"W for 200' (the last mentioned three courses being coincident with S/ly Right-of-Way of N.E. 195th Street, Sky Lake Drive North, as shown on the Plat of SKY LAKE NORTH RIGHTS-OF-WAY, Plat Book 85, Page 16); thence run S 15°30'00"E, at right angles to the last described course, for 210'; thence run S 61°58'08"E for 137.93'; thence run N 74°30'00"E for 100'; thence run S 76°30'00"E for 305.43'; thence run S 47°30'00"E for 85'; thence run N 84°19'13"E for 127.48'; thence run N 42°30'00"E for 210' to the Point of Beginning. LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A": Begin at the Eastern most corner of said Tract "A"; thence N 47°30'00"W, for 170.00' to a Point of curvature; thence NW/ly, along a circular curve to the left, having a radius of 620' and a central angle of 26°30'00" for an arc distance of 286.76' feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence S 16°00'00"W, radial to the last described circular curve, for 13'; thence S 6°37'10"E for 100.31'; thence S 38°23'40"W for 96'; thence N 52°07'56"W for 5.46'; thence S 36°07'40"W, for 51.97'; thence S 13°30'00"W, for 103.93'; thence S 76°30'00"E, at right angles to the last mentioned course, for 137.09'; thence S 47°30'00"E, for 85'; thence N 84°19'13"E for 127.48'; thence N 42°30'00"E, for 210' to the Point of beginning (last mentioned four courses being coincident with the S/ly and SE/ly boundary of said Tract "A").

LOCATION: The Northwest corner of I-95 & Snake Creek Canal, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals Board 2 was advertised and held, as required by law, and all interested parties concerned in

the matter were given an opportunity to be heard, and at which time the applicant proffered a Declaration of Restrictions which among other things provided:

- 1) Site Plan. That the Property shall be developed substantially in accordance with the plans previously submitted, entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by Gecko Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans"), as may be modified at the public hearing on the Application. Said plans being on file with the Department and by reference made a part of this Agreement.
- 2) Residential Density Restriction. That residential development of the Property shall not exceed 825 dwelling units.
- 3) Active Public Park Site. That subject to County approval and acceptance, a contiguous 5 gross acre active public park site on the Property, as depicted in its approximate location on the Site Plan and entitled "Active Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said active public park shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 4) Passive Public Park Site. That subject to County approval and acceptance, a contiguous 5 gross acre passive public park site, as depicted in its approximate location on the Site Plan and entitled "Passive Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County accepts such conveyance, the Owner shall undertake its best efforts to have the park designated as the "Willie and Cella Trump Park." In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant

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to the provisions of Section 6 to this Agreement. Owner shall provide public access to said site and shall provide interconnectivity between all parks described herein by virtue of recording one or more access easement(s).

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said passive public park shall be funded by either (I) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (II) a property owner's association (POA) composed of the then owners of residential units located on the Property, (III) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (IV) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 5) Lineal Park and Jogging Path. That subject to County approval and acceptance, a contiguous 27.6 gross acre lineal park and jogging path, as depicted in its approximate location on the Site Plan and entitled "Perimeter Buffer Park" shall be conveyed to the County in fee simple, free of any encumbrances or liens, and without cost or charge to the County for acquisition or maintenance. Said conveyance shall occur prior to the issuance of building permits for the Property. In the event that the County does not accept such conveyance, the Owner shall maintain said site as a park pursuant to the provisions of Section 6 to this Agreement. Owner shall agree to provide public access to all active public parks and provide access easements to such parks where the park land is not continuous.

That whether conveyed to the County or retained by the Owner as provided above, the operation and maintenance cost of said lineal park and jogging path shall be funded by either (I) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (II) a property owner's association (POA) composed of the then owners of residential units located on the Property, (III) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (IV) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

- 6) Maintenance of Park Sites. That in the event that the Board of County Commissioners, or its successor entity, does not accept the proffered conveyance of one or more of the Active Public Park, the Passive Public Park, or the Lineal Park and Jogging Path, then the Owner shall operate and maintain said parks and jogging path as open to the public, subject to reasonable security and safety controls, as the same are applied to public parks operated and maintained by Miami-Dade County, and the owner shall be responsible for the operation and maintenance costs of said parks and jogging path which may be funded by either (I) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (II) a property owner's association (POA) composed of the

then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity, such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.

7) Monetary Contribution in Lieu of Land to Miami-Dade Fire Rescue Department.

That owner shall contribute funds to the Miami-Dade Fire Rescue Department equivalent to the value of a hypothetical 1.0 net acre of the Property calculated based on the fair market value of the Property as rezoned to the County's Planned Area Development district, assuming highest and best use as residentially zoned as determined by a professional property appraiser selected from the list of approved property appraisers maintained by the Miami-Dade General Services Administration after final approval of the Application (the "Fire Department Contribution"). Said property appraisal shall be completed by Owner and paid by Owner no later than 90 days following final approval of the Application, including the expiration of all applicable appeal periods. The total amount of the Fire Department Contribution shall be subject to agreement between the County and the Owner. No final plat shall be approved for residential development until such agreement has been finalized.

That the Fire Department Contribution shall be paid to the Miami-Dade County in two installments. The first installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to any platting or waiver of plat of lots for residential development on the Property. The second installment, which shall be equal to 50% of the Fire Department Contribution, shall be paid to the Miami-Dade County prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

That all unpaid Fire Department Contributions shall be subject to continuing adjustments over time beginning on the first day following the effective date of the final approval of the Application, including the expiration of all applicable appeal periods, and extending until the Fire Department Contribution is paid to the Miami-Dade County. The standard for determining adjustments for the first installment of the Fire Department Contribution shall be the national Consumer Price Index issued by the Bureau of Labor (the "CPI"). The standard for determining adjustments for the second installment of the Fire Department Contribution shall be the higher of the CPI or the average percentage increase in the value of the underlying land, without taking improvements into consideration, which composes the Property as determined by a property appraiser from the list of approved property appraisers maintained by the Miami-Dade General Services Administration. Said property appraisal shall be paid for by Owner and completed prior to the issuance of a building permit for the 200<sup>th</sup> unit to be constructed on the Property.

That the Fire Department Contribution shall be credited against, but shall not be limited to, the amount of any future Fire and Emergency Medical Services Impact Fee, provided such credit is specifically allowed by the express terms of Section 33J of Code of Miami-Dade County (the "Code"). Any such credits must be applied for

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or requested by the Owner, its heirs, successors or assigns, as may be necessary, in accordance with Section 33J of the Code.

8) Development Schedule. That development of the Property is projected to commence no later than 24 months from the final approval of the Application, including the expiration of all applicable appeals periods and the resolution of all resulting appeals. Development of the Property is projected to be completed within 4 years from the date of commencement.

9) Additional Quantitative Data.

A. Total Number of Bedrooms. That the total number of bedrooms on the Property shall not exceed 2,863.

B. Total Building Coverage. That the total ground level building coverage for the Property shall not exceed 21.2± acres.

C. Open Space. That the area of common open space for the Property shall be in accordance with Section 33-284.27(l) of the Code, as may be amended from time to time.

D. Residential Density. That the maximum density on the Property shall be 5.6 units per gross acre.

E. Private Roads. That the roadways within the Property shall be private. The area of pavement shall be 19.9± acres, including parking lots and driveways.

F. Population Projection. That the estimated population projection resulting from the development of the Property is 1,650 people.

10) Types of Dwelling Units. That owner agrees to develop the Property with detached single-family units, townhouse units, and residential multi-family units with the following models and sizes:

Detached Single Family Units

Model A - single-story, approximately 1,666 square feet

Model B - single-story, approximately 2,194 square feet

Model C - two-story, approximately 2,697 square feet

Model D - two-story, approximately 3,650 square feet

Two-Story Townhouse Units

Model A (Corner) - approximately 1,789 square feet

Model A (Center) - approximately 1,774 square feet

Model B (Corner) - approximately 2,172 square feet

Model B (Center) - approximately 2,190 square feet

Single Floor Multifamily Units

Unit A (Lower Floor) - approximately 1,121 square feet

Unit A (Upper Floor) - approximately 1,179 square feet

Two Floor Multifamily Unit

Approximately 1,120 square feet

- 11) Accessory Uses. That owner agrees that the accessory uses on the Property shall be limited to a gate house, a club house, swimming pools, lake pavilions, water features, associated recreational uses, and other buildings or structures on a lot or parcel subordinate to and not forming an integral part of the main or principal building but pertaining to the use of the main building.
- 12) Ownership and Maintenance of Roadways, Lakes, Landscaping and Common Areas. That the operation and maintenance cost of the roadways, lakes, landscaping and common areas on the Property shall be funded by either (i) a special taxing district, subject to approval by the County, composed of the owners of residential units located on the Property, (ii) a property owner's association (POA) composed of the then owners of residential units located on the Property, (iii) a community development district (CDD), subject to approval by the County, composed of the owners of residential units located on the Property, or (iv) such other funding mechanism as may be approved by the Board of County Commissioners, or its successor entity. Such special taxing district, POA, CDD, or funding mechanism shall be created prior to the issuance of building permits for the Property.
- 13) Future/Existing Transit Amenities. That owner agrees to work with Metro-Dade Transit (MTD) in the accommodation of future and existing transit amenities such as pull-out bays, shelters, and other amenities providing services to the Property.
- 14) Pedestrian and Vehicular Access. That owner agrees to provide permanent and safe access for pedestrian and vehicular traffic on the Property at all times. Access shall also be provided at all times to fire, police, health, sanitation, and other public service personnel and vehicles. Furthermore, all streets or access ways within the Property shall be installed by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, subject to the approval of the appropriate County departments.

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter and to the recommendation of the Developmental Impact Committee, it is the opinion of this Board that the requested district boundary change to PAD (Item #1) would be compatible

with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and that the requested unusual use (Item #2) and the request to permit single-family residential attached units with a private open space varying from 36.3% to 48% (Item #3) would be compatible with the area and its development and would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requested unusual use (Item #2) would not have an adverse impact upon the public interest and should be approved, and that the proffered Declaration of Restrictions should be accepted, and

WHEREAS, a motion to accept the proffered Declaration of Restrictions, approve Items #1 & 2, and approve Item #3 as a non-use variance was offered by Caryn Montague, seconded by Adrienne F. Promoff, and upon a poll of the members present the vote was as follows:

|                  |     |                       |     |
|------------------|-----|-----------------------|-----|
| Lonna Cohen      | aye | Patrick J. Gannon Jr. | aye |
| Chalm Druhn      | aye | Caryn Montague        | aye |
| Kenneth Friedman | aye | Adrienne F. Promoff   | aye |
|                  |     | Peggy A. Stroker      | aye |

NOW THEREFORE BE IT RESOLVED by the Miami-Dade County Community Zoning Appeals Board 2, that the requested district boundary change to PAD (Item #1) be and the same is hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED that the requested unusual use (Item #2) and the request to be and the same are hereby approved, and that the request to permit single-family residential attached units with a private open space varying from 36.3% to 48% (Item #3) be and the same is hereby approved as a non-use variance, with Items #2 and 3 subject to the following conditions:

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1. That the applicant submit to the Department for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
2. That a recordable agreement be submitted to and meet with the approval of the Director providing for permanent and safe access for pedestrian and vehicular traffic within the development and particularly for right of access for fire, police, health, and sanitation and other public service personnel and vehicles. The agreement, which shall be a covenant running with the land, shall also include a stipulation that the streets, or access ways, shall be installed and maintained by the applicant, including, but not limited to, sidewalks, drainage facilities, water, sewers and fire hydrants, meeting with the approval of the Director and the Director of the Public Works Department. Such agreement shall be executed by the property owner and any and all parties having an interest in the land, such as mortgagees, etc., and its improvements.
3. That in the event of multiple ownership, a homeowner's association, Special Taxing District or Community Development District be established in accordance with applicable regulations to assure that all common area and facilities for use of all residents shall be maintained in a continuous and satisfactory manner, and without expense to the general taxpayer of Miami-Dade County. The instrument incorporating such provisions shall be approved by the County Attorney as to form and legal sufficiency and shall be recorded in the public records of Miami-Dade County at the time recording of the subdivision plat.
4. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Williams Island Country Club," as prepared by Bradshaw and Associates, dated stamped received November 17, 2005, and consisting of 35 sheets, including the cover sheet (the "Site Plan"), together with the plans entitled "Williams Island Country Club," as prepared by Gecko Group, Inc., dated stamped received November 17, 2005, and consisting of 28 sheets (the "Architectural Plans").
5. That the use be established and maintained in accordance with the approved plan.
6. That the applicant comply with all of the applicable conditions, requirements, recommendations, requests and other provisions of the various Departments.
7. That the lake tract be platted; no building permit shall be issued for lots contiguous to the lake tract until the lake excavation is completed and lake as-built drawings submitted to and approved by the Department.

*Or in lieu of condition #7 the following:*

- 7a. Prior to the approval of any type of plat on the property, the Owner(s) of the property shall submit a Unity of Title agreement to the Department of Planning and Zoning; said agreement shall encumber the entire property described in the plat. Once the Unity of Title agreement has been reviewed and accepted it shall be

recorded in the Public records prior to final plat consideration by the Board of County Commissioners. Upon receipt of a written request to release the Unity of Title agreement, the Department will consider the release only after the issuance of a lake excavation permit and the submittal and final approval of the lake excavation as-built. The lake excavation area shall be shown as a separate tract and appropriately labeled as such on the final plat.

8. That complete lake excavation plans prepared and sealed by a Florida-licensed surveyor and/or professional engineer be submitted to and meet with the approval of the Director upon the submittal of an application for a lake excavation permit.
9. That the grading, leveling, sloping of the banks and perimeter restoration shall be on a progressive basis as the project develops and the excavation progresses. The applicant will submit "as built" surveys prepared and sealed by a Florida-licensed surveyor and/or professional engineer at final completion of the excavation, or upon request of the Director or the Director of Environmental Resources Management.
10. That the proposed upland Buffer which is located west of the residential developments fronting on NE 195<sup>th</sup> St, shall be, subject to approval by DERM and the Public Works Department, increased to up to 100' feet from the proposed 65'.
11. That the property shall be staked to meet with the approval of the Director and the Director of Environmental Resources Management; said stakes shall be maintained in proper position so that the limits of the excavation, slopes and grade levels may be easily determined.
12. That upon completion of the project, the property shall be restored and left in an acceptable condition meeting with the approval of the Director and the Director of Environmental Resources Management.
13. No material shall be removed from the premises and all excavated material shall be used to improve the property described in the application.
14. That the use of explosives shall be strictly prohibited in connection with the lake excavation operation.
15. That the days and hours of the lake excavation operation shall be controlled by the Director to ensure that the same does not become a nuisance to the surrounding area.
16. That the lake excavation operation shall be carried on continuously and expeditiously so that the entire project will be completed within twelve (12) months from the date of permit issuance for the proposed lake excavation.
17. If the lake excavation operation is discontinued, abandoned, falls behind schedule or time expires, the existing excavation shall immediately be sloped to conform with the approved plans and the entire operation shall be removed from the premises.

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18. That in order to insure compliance with all terms and conditions imposed, a cash or substantially equivalent instrument meeting with the approval of the Director shall be posted with the Department, payable to Miami-Dade County, in an amount as may be determined and established by the Director; said instrument shall be in such form that the same may be recorded in the public records of Miami-Dade County and said instrument shall be executed by the property owner and any and all parties who may have an interest in the land, such as mortgagees, etc.
19. That the applicant obtain an excavation use permit from the Department; upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
20. All excavations shall be completely enclosed by a safety barrier, minimum height of 6 feet, consisting of either orange plastic safety fence or wood slat storm fencing installed on 4" x 4" posts spaced every 10 feet. Said barrier shall be installed prior to issuance of the excavation permit and commencement of excavating and shall remain in place until work is complete and the performance bond is released.
21. All excavations shall be posted every 50 feet with warning signs a minimum of 18" x 18" in size.
22. That a hedge, 3' high at time of planting, be installed on both sides of the required guardrails. Hedge shall be of a native species as specified in the adopted Miami-Dade County Landscape Manual.

Bond Requirements.

In addition to any bond required by DERM, the property owner and any and all parties who may have a legal beneficial or equitable interest in the land shall execute a bond agreement with the Department of Planning and Zoning prior to issuance of a CU for a fill project. Such bond agreement shall stipulate that in order to insure compliance with all terms and conditions associated with the fill project permit approval, a cash or surety bond or substantially equivalent instrument meeting with the approval of the Director shall be posted by the applicant with the Department, payable to Miami-Dade County, in an amount as may be determined and established by the Director and the DERM Director. Said instrument shall be in such form that the same may be recorded in the public records of Miami-Dade County. The bond amount will be based on the volume of cut required to conform any remaining excavation to the approved slope configuration, as well as a minimum flat rate bond amount of \$50,000 to remove any unauthorized fill material. The bond agreement terms and conditions shall include, but shall not be limited to, the following:

23. that no portion of the property subject to the approved excavation fill plan and permit shall be transferred without the approval of the Director, unless the filling of the subject excavation has been completed in accordance with the excavation fill plan and permit for the fill project and unless the bond has been released;

24. that only such clean fill material as allowed by Chapter 24 of this Code and approved in writing by the Department of Environmental Resources Management, as set forth herein, shall be used in the fill project; that no fill material or unacceptable fill to be removed shall be permitted to be stored on property abutting the fill project site or within the adjacent rights-of-way at any time during the fill project;
25. that any unacceptable fill material shall be stored in containers; shall not be permitted to remain on the project site for more than thirty (30) days; and shall not exceed a volume of forty (40) cubic yards;
26. that neither the clean fill material piles, nor the unacceptable fill material piles, nor the piles awaiting sorting shall be permitted to exceed a height of 10 feet above the applicable flood elevations for the property;
27. that the hours of the lakefill operation shall be controlled by the Director;
28. that the deadline date for the completion of the fill project, including final closure and completion of all tasks set forth in the approved plans and permit shall be determined by the Director and established in the permit. All authorized work shall be carried on continuously and expeditiously so that the filling will be completed within the allocated time;
29. that if the fill project is discontinued, abandoned, falls behind schedule or time expires under the permit, the remaining excavation shall immediately be sloped to conform with the previously approved excavation plans and all equipment and concomitant uses shall be removed from the premises, unless an application to extend the time is filed with the Department prior to expiration of the approval and provided that good cause is demonstrated as to the delay in completing the filling of the excavation;
30. that the grading, leveling, sloping of the banks and perimeter restoration shall be on a progressive basis during the fill project. In accordance with this requirement, the applicant shall submit "as-built" surveys prepared and sealed by a Florida-licensed surveyor and /or professional engineer annually and at final completion of the fill operation or upon request of either the Director or the DERM Director when it is determined by the Director or the DERM Director that the filling is proceeding contrary to approved plans or in violation of the conditions of the approved excavation fill plan or the permit plan;
31. that the property shall be suitably posted to meet with the approval of the Director and the DERM Director; said postings shall denote the fill project and shall warn the public concerning the possible hazards prior to commencement and for the duration of the fill project;
32. that the applicant shall obtain and comply with Chapter 33 and all permit requirements of the Department of Environmental Resources Management as well as the Public Works Department for the duration of the fill project;

33. that upon completion of the fill project, the property shall be restored and left in an acceptable condition meeting the approval of the Director and the DERM Director;
34. that the final slope(s) of the remaining excavation shall be in accord with the previously approved excavation plan or in accord with the slope requirements of Section 33-16(a)(6)(m) of this Code, unless otherwise approved by the Director in accordance with a contiguous excavation fill plan application for an allowable phased fill project;
35. that the final depth of any remaining excavation shall be in accord with Section 33-16(a)(6)(k) or in accord with previously approved plans for the excavation;
36. that the fill project shall meet all stormwater management requirements of the Code of Miami-Dade County and the filled excavation or portion of excavation filled shall not exceed the applicable flood elevations for the property;
37. that upon completion of a partial fill project, the site shall contain an earth berm or alternative structure in accord with the requirements of Section 33-16(a)(6)(l) or in accord with the previously approved plans if said plans had contained such a feature;
38. that to the extent possible, the property shall be staked and said stakes shall be maintained in proper position so that the limits of the filling, slopes and grade levels may be easily determined.

*BE IT FURTHER RESOLVED* that, pursuant to Section 33-6 of the Code of Miami-Dade County, Florida, the County hereby accepts the proffered covenant and does exercise its option to enforce the proffered restrictions wherein the same are more restrictive than applicable zoning regulations.

*BE IT FURTHER RESOLVED*, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

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The Director is hereby authorized to make the necessary changes and notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning and to issue all permits in accordance with the terms and conditions of this resolution.

PASSED AND ADOPTED this 1<sup>st</sup> day of March, 2006.

Hearing No. 06-3-CZ2-1

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STATE OF FLORIDA

COUNTY OF MIAMI-DADE

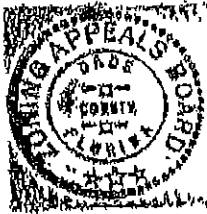
I, Earl Jones, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Miami-Dade County Community Zoning Appeals Board 2, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. CZAB2-1-06 adopted by said Community Zoning Appeals Board at its meeting held on the 1<sup>st</sup> day of March, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand on this the 7<sup>th</sup> day of March, 2006.



Earl Jones, Deputy Clerk (last 4 digits of SSN)  
Miami-Dade County Department of Planning and Zoning

SEAL



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Department of Planning and Zoning  
 Stephen P. Clark Center  
 111 NW 1st Street + Suite 1210  
 Miami, Florida 33128-1902  
 T 305-375-2800

March 7, 2006

miamidade.gov

WI 825 Partners L. L. O.  
 o/c William Riley  
 200 South Biscayne Boulevard, Suite 2500  
 Miami, Florida 33131-5340

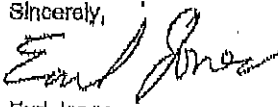
Re: Hearing No. 06-3-CZ2-1  
 Location: The Northwest corner of I-95  
 & Snake Creek Canal,  
 Miami-Dade County, Florida

Dear Applicant:

Enclosed herewith is Resolution No. CZ82-1-06, adopted by the Miami-Dade County Community Zoning Appeals Board 2, which accepted your Declaration of Restrictions and approved your request for a district boundary change to PAD (Item #1) and approved Items #2 and 3 on the above described property. Please note the conditions under which said approval was granted, inasmuch as strict compliance therewith will be required. Failure to comply with stipulated conditions, if any, will result in the immediate issuance of a civil violation notice for each condition violated. Each notice issued may require payment of a daily monetary fine.

If, as stipulated in the resolution, building permits and/or use, occupancy or completion certificates will be required, note that permits must be obtained and final inspection approvals received for construction work done or required prior to issuance of the applicable certificate(s) pursuant to Section 33-3 of the Zoning Code. Payment of certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates related to use, occupancy or completion should be made with this Department, or the Building Department as appropriate. At time of permit application you must provide a copy of this resolution. If there are anticipated changes from any plan submitted for the hearing, a plot use plan is to be submitted to this Department in triplicate before any detailed plans are prepared; inasmuch as building permits will not be issued prior to the approval of said plan.

Please note that any aggrieved party may appeal the Board's decision to the Board of County Commissioners, within 14 days from the date of posting on the 11<sup>th</sup> floor of the Stephen P. Clark Building, 111 N.W. 1<sup>st</sup> Street, Miami, FL 33128. The date of posting is March 6, 2006. In the event an appeal is filed, any action undertaken during the appeal period is at the applicant's risk.

Sincerely,  
  
 Earl Jones  
 Deputy Clerk

Enclosure-

- ADA Coordination
- Agenda Coordination
- Animal Services
- Art in Public Places
- Audit and Management Services
- Aviation
- Building
- Building Code Compliance
- Business Development
- Capital Improvements
- Climate/Independent Transportation Trust
- Commission on Ethics and Public Trust
- Communications
- Community Action Agency
- Community & Economic Development
- Community Relations
- Consumer Services
- Corrections & Rehabilitation
- Cultural Affairs
- Elections
- Emergency Management
- Employee Relations
- Employment Trust
- Enterprise Technology Services
- Environmental Resource Management
- Fair Employment Practices
- Finance
- Flea Rescue
- General Services Administration
- Historic Preservation
- Homeless Trust
- Housing Agency
- Housing Finance Authority
- Human Services
- Independent Review Panel
- International Trade Consultant
- Juvenile Services
- Medical Examiner
- Metro-Minut Action Plan
- Metropolitan Planning Organization
- Park and Recreation
- Planning and Zoning
- Police
- Procurement Management
- Property Appraisal
- Public Library System
- Public Works
- Safe Neighborhood Parks
- Seaport
- Solid Waste Management
- Strategic Business Management
- Team Metro
- Transit
- Task Force on Urban Economic Revitalization
- Vicaya Museum And Gardens
- Water & Sewer

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EXHIBIT "J"

STATEMENT OF ESTIMATED REGULATORY COSTS

AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT

Statement  
of  
Estimated Regulatory Costs

July 11, 2012



*Wrathell, Hunt and Associates, LLC*  
*Building client relationships one step at a time ...*

Provided by

*Wrathell, Hunt and Associates, LLC*  
6131 Lyons Road, Suite 100  
Coconut Creek, FL 33073

Telephone: (954) 426-2105  
Facsimile: (954) 426-2147  
Website: [www.whassociates.com](http://www.whassociates.com)

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## STATEMENT OF ESTIMATED REGULATORY COSTS

### 1.0 Introduction

#### 1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Aventura Isles Community Development District ("District"). The proposed District will comprise approximately 147.97 +/- acres of land located within the unincorporated Miami-Dade County, Florida (the "County") and is projected to contain approximately 653 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

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

#### 1.2 Overview of Aventura Isles Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operations and maintenance of same to a master planned residential development currently anticipated to contain a total of 487 single-family detached dwelling units and 166 townhouse dwelling units, all within the boundaries of the District.

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

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, construction, operating and maintaining community infrastructure for developments, such as Aventura Isles.

#### 1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (2011), 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 the 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 or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "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, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Miami-Dade County with Census 2010 population of 2,496,435 is not defined as a small County for the 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 regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

**2.0 An economic analysis showing whether the ordinance 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 ordinance;
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 the implementation of the ordinance; 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 ordinance.

The ordinance establishing the District is anticipated to not have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District, however, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

**2.1 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 ordinance.**

The sole reason for the establishment of the District is to provide public facilities and services to support the development of a new, master-planned residential community on land that is currently a former golf course. The redevelopment of the 148 +/- acre parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation.

Establishment of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District for private use. The provision of District's infrastructure and the subsequent development of the private land will generate private economic activity, private economic growth, private investment and employment, and job creation. The District will use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, will use private firms to operate and maintain such infrastructure/provide services to the landowners and residents of the District. Private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated 653 residential housing units, the construction, sale, and continue use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by private sector alone, the fact that the establishment of the District is initiated by the private landowner means that such private landowner, who is also the developer of the site, considers the establishment and continued operation of the District as beneficial to the process of land development, which in turn will lead directly or indirectly to the economic growth, likely private sector job and/or support private sector employment, and private sector investments.

**2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

When assessing the question of whether the establishment of the District is likely directly or indirectly 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, one has to compare these factors in the presence and in the absence of the District in the community. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same community without the District. Similarly to a purely private solution, District contracts will be bid competitively as to achieve lowest cost/best value for the particular infrastructure or services desired by the landowners under a "lowest responsive/responsible bid" method, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the community is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District in its purchasing decisions will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

**2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The establishment of the District will not increase any regulatory costs of the State, County or other local governments by virtue that the District will be one of many already existing similar districts within the State and Miami-Dade County. As described in more detail in Section 4, the proposed District will pay the required one-time County filing fee to offset any County expenses that the County may incur in the processing of this petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special district in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and the likelihood of additional transaction costs, and all initial prospective buyers must have such additional transaction costs disclosed to them prior to sale, as required by State law and County ordinance establishing the District, such increases should be considered voluntary, self-imposed, and as a tradeoff for the services and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$4,000,000.

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

The proposed District will serve land that comprises an approximately 148-acre master planned residential development currently planned to contain 653 residential dwelling units, with 487 single-family detached dwelling units and 166 townhouse dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated population of the proposed District at build out will be approximately 2,300 +/- and all of these residents as well as the landowners within the District (which may be the same as the residents) will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

**4.0 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 ordinance, and any anticipated effect on state or local revenues.**

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance establishing the District on state or local revenues.

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

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

##### State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Miami-Dade County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

##### Miami-Dade County, Florida

The proposed land for the District is located within unincorporated Miami-Dade County, Florida and consists of less than 1,000 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some

resources, however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by the required filing fee of \$15,000 included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to Miami-Dade County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District.

#### 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 infrastructure facilities and services to serve the development project and 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 local government. In accordance with State law, debts of the District are strictly its own responsibility.

#### 5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates are shown in Table 2. Total costs for those facilities, which may be provided, are estimated to be approximately \$12,894,657. District may levy non-ad valorem special assessment (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the development may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, locating in the District by new



residents is completely voluntary and levy of such assessments, as well as the prospect of such assessments, will be noticed and will be disclosed fully in accordance with County requirements. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

**Table 1**

**AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT  
Proposed Facilities and Services**

| <b>FACILITY</b>                                      | <b>FUNDED</b> | <b>MAINTAINED</b> | <b>OWNERSHIP</b> |
|--|---------------|-------------------|------------------|
| Passive and Active Parks and Recreational Facilities | CDD           | CDD or County     | CDD              |
| Landscaping and Irrigation                           | CDD           | CDD               | CDD              |
| Off-Site Road Improvements                           | CDD           | County            | County           |
| Sanitary Sewer Collection System                     | CDD           | County/CDD        | County/CDD       |
| Water and Distribution System                        | CDD           | County            | County           |
| Storm Water Management and Drainage System           | CDD           | CDD               | CDD              |

A CDD provides the property owners with an alternative mechanism of providing public services, however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units which are not districts, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to costs of public district mechanism of public services delivery to the developments within the proposed area, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development. The County has for some time required that a dormant special district be established over the area of the proposed District to guard against failure of the proposed District to fulfill its maintenance responsibilities and such a special district will therefore be established for that purpose concurrently with the establishment of the proposed District.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Table 2

**AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**Estimated Costs of Construction**

| CATEGORY  | COST                |
|---|---------------------|
| Passive and Active Parks and Recreational Facilities,<br>Landscaping and Irrigation | \$5,302,027         |
| Off-Site Road Improvements  | \$428,398           |
| Sanitary Sewer Collection System  | \$1,446,622         |
| Water and Distribution System   | \$1,300,270         |
| Storm Water Management and Drainage System  | \$4,417,340         |
| <b>Total Estimated Project Costs</b>  | <b>\$12,894,657</b> |

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

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

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

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

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of community infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a Community Development District provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

**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 little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants. This affords small businesses the opportunity to bid on District work.

Miami-Dade County has a population of 2,496,435 according to the Census 2000 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S.

**7.0 Any additional useful information.**

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

In relation to the question of whether the proposed Aventura Isles Community Development District is the best possible alternative to provide community facilities and services to the project, there are several additional factors which bear importance. As an alternative to the independent CDD, the County could establish a dependent Special District for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent Special District is not the best alternative for providing community facilities and services to the Aventura Isles Community. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Aventura Isles Community is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent Special District, then the residents and landowners of the Aventura Isles Community would take their grievances and desires to the City Commission/Council meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a County-established, dependent Special District is not strictly the County's responsibility, any financial problems that a dependant Special District may have may reflect on the County. This will not be the case if a Community Development District is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of community facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability.

**8.0 A description of any regulatory alternatives submitted under Section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.**

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Aventura Isles Community Development District.

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

| <b>REPORT</b>                                     | <b>FL. STATUE<br/>CITATION</b> | <b>DATE</b>  |
|---|--------------------------------|--|
| Annual<br>Financial<br>Audit                      | 190.008/218.39                 | 9 months after end of Fiscal Year  |
| Annual<br>Financial<br>Report                     | 190.008/218.32                 | 9 months after end of Fiscal Year  |
| TRIM<br>Compliance<br>Report                      | 200.068                        | no later than 30 days following the adoption of the property tax<br>levy ordinance/resolution (if levying property taxes)  |
| Form 1 -<br>Statement<br>of Financial<br>Interest | 112.3145                       | within 30 days of accepting the appointment, then every year<br>thereafter by 7/1 (by "local officers" appointed to special district's<br>board); during the qualifying period, then every year thereafter by<br>7/1 (by "local officers" elected to special district's board) |
| Public<br>Facilities<br>Report                    | 189.415                        | within one year of special district's creation; then annual notice of<br>any changes; and updated report every 5 years, 12 months prior to<br>submission of local government's evaluation and appraisal report   |
| Public<br>Meetings<br>Schedule                    | 189.417                        | quarterly, semiannually, or annually   |
| Bond<br>Report                                    | 218.38                         | when issued; within 120 days after delivery of bonds   |
| Registered<br>Agent                               | 189.416                        | within 30 days after first meeting of governing board  |
| Proposed<br>Budget                                | 189.418                        | prior to end of current fiscal year  |
| Public<br>Depositor<br>Report                     | 280.17                         | annually by 11/30  |

**ADDENDUM TO PETITION TO ESTABLISH  
AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, WILLIAMS ISLAND VENTURES, LLC, a Delaware limited liability company ("Petitioner"), hereby submits this Addendum to the Petition dated Sept. 19, 2012, to Establish the Aventura Isles Community Development District ("CDD") in Miami-Dade County, Florida and states as follows:

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

[Remainder of page intentionally left blank]

Respectfully submitted this 19<sup>th</sup> day of Sept, 2012,

WILLIAMS ISLAND VENTURES, LLC, a Delaware limited liability company

By: Williams Island Member, LLC, a Delaware limited liability company, as Managing Member

By: \_\_\_\_\_  
Print: \_\_\_\_\_ ARTHUR FALCONE  
Title: \_\_\_\_\_ MANAGING PRINCIPAL

|                                  |  |
|----------------------------------|--|
| This instrument was prepared by: |  |
| Name:                            | Gerald L. Knight, Esq.   |
| Address:                         | Billing, Cochran, Lyles,<br>Mauro & Ramsey, PA<br>515 E. Las Olas Blvd., 6 <sup>th</sup> Floor<br>Fort Lauderdale, Florida 33301 |
| (Space Reserved for Clerk)       |  |

**DECLARATION OF RESTRICTIVE COVENANTS**

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Aventura Isles Community Development District (the "District") filed \_\_\_\_\_, 2012, and approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the Board on \_\_\_\_\_, 20\_\_ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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



District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

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

**WHEREAS**, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a

"Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given a 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 \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD

OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE 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 Notice; 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 \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE 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:

AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE AVENTURA ISLES 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 AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN AVENTURA ISLES. A PURCHASER OF PROPERTY IN AVENTURA ISLES 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 AVENTURA ISLES 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 AVENTURA ISLES 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 apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes

the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

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

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses 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 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 19<sup>th</sup> day of Sept, 2012.

OWNER:

Williams Island Ventures, LLC, a Delaware limited liability company

By: Williams Island Member, LLC, a Delaware limited liability company, its Managing Member

By: [Signature]  
Print Name: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL

Owner's Address: 1951 NW 19<sup>th</sup> Street,  
Suite 200,  
Boca Raton, FL 33431

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ARTHUR FALCONE, the MANAGING PRINCIPAL of Williams Island Member, LLC, a Delaware limited liability company, Managing Member of Williams Island Ventures, LLC, a Delaware limited liability company, this 19<sup>th</sup> day of Sept, 2012, who is personally known to me or who produced N/A as identification.



CORA DIFIORE  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD875373  
Expires 5/7/2014

[Signature]  
Notary Public, State of Florida, at Large  
Print Name: CORA DIFIORE  
My commission expires: 05/07/2012

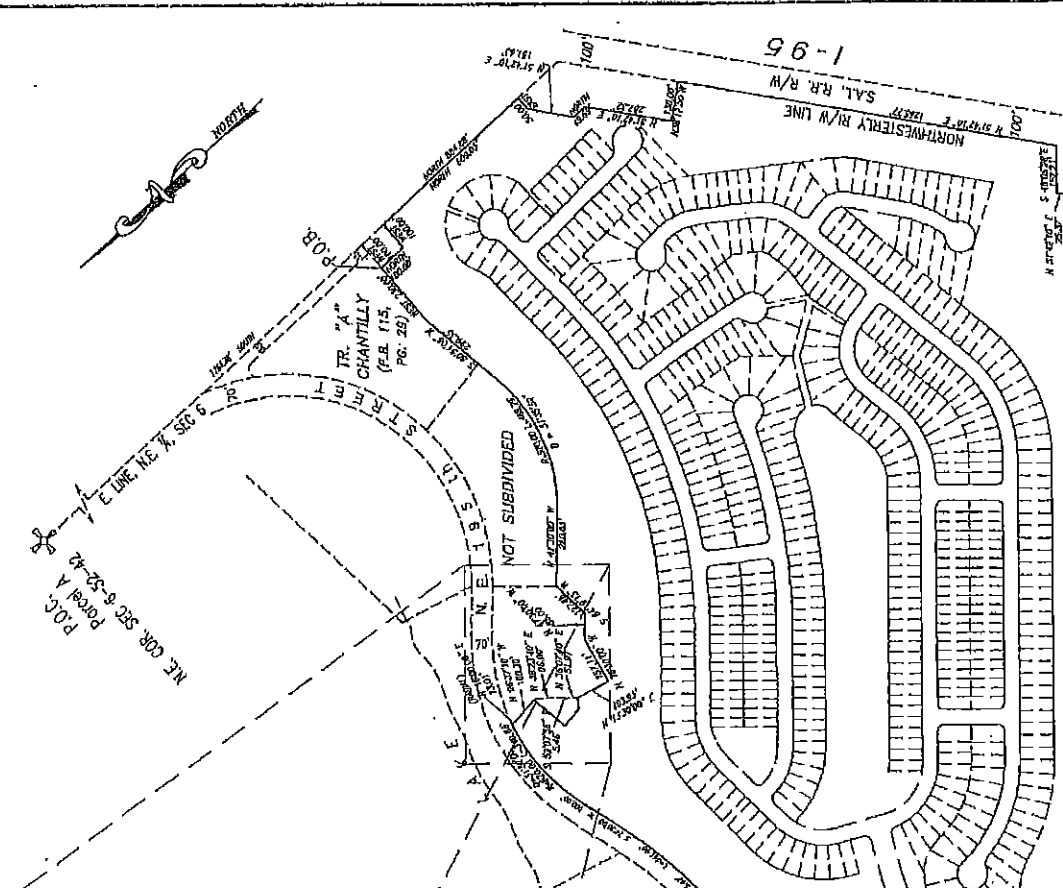
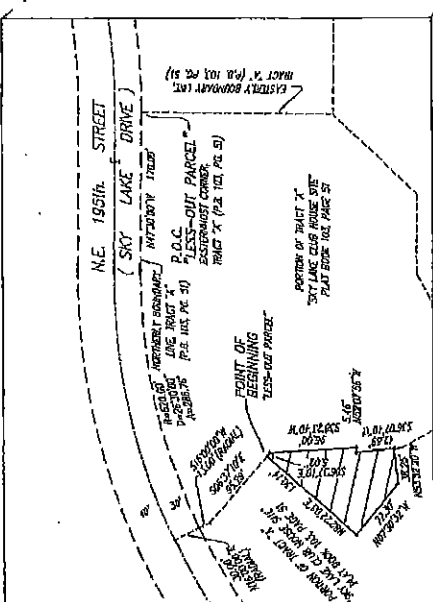
Exhibit A

LEGAL DESCRIPTION

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

"Less-Out Parcel"  
Scale: 1"=200'

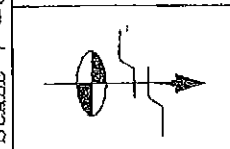
- LEGEND:**
- C — DENOTES CENTER LINE
  - M — DENOTES MONUMENT LINE
  - P.B. — DENOTES PLAT BOOK
  - P.G. — DENOTES PAGE
  - P.O.B. — DENOTES POINT OF BEGINNING
  - P.O.C. — DENOTES POINT OF COMMENCEMENT
  - D.C.R. — DENOTES DADE COUNTY RECORDS
  - R — DENOTES RADIUS
  - D — DENOTES CENTRAL ANGLE OR DELTA
  - L — DENOTES ARC DISTANCE



SCALE 1"=600'

| REVISIONS    |
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| July 9, 2012 |
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**Schawelke-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 240 CORPORATE WAY - MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 435-3208  
 ORDER NO. 194702 DATE: 03-03-2008  
 PREPARED UNDER MY SUPERVISION  
 ALFONSO TELLO, PRESIDENT  
 FLORIDA PROFESSIONAL SURVEYOR No. 2978



45 227

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 289.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, FOR 100.30 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.01 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 855.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 47 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST;

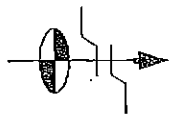
**A VENTURA  
ISLES CDD**

| REVISIONS    |
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| July 9, 2012 |
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**Schwebe-Shisler & Associates, P.A.**  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3250 CORPORATE WAY - MIRAMAR, FL 33025  
PHONE No. (954) 435-7010 FAX No. (954) 435-7010  
ORDER No. 194702 DATE: 03-03-2008  
THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87

ALFONSO G. TELLEZ, P.E.  
FLORIDA REGISTERED PROFESSIONAL ENGINEER  
No. 2978

PREPARED UNDER MY SUPERVISION:  
STATE OF FLORIDA  
REGISTERED PROFESSIONAL SURVEYOR



96 228

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 130.00 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING. LESS:

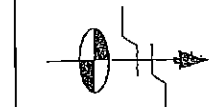
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A"; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 30 MINUTES 00 SECONDS FOR AN ARC DISTANCE OF 286.76 FEET (LAST MENTIONED TWO COURSES BEING COINCIDENT WITH THE NORTHERLY BOUNDARY OF SAID TRACT "A"); THENCE SOUTH 16 DEGREES 00 MINUTES 00 SECONDS WEST, RADIAL TO THE LAST DESCRIBED CIRCULAR CURVE, FOR 13.00 FEET; THENCE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 95.29 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTH 6 DEGREES 37 MINUTES 10 SECONDS EAST FOR 5.02 FEET; THENCE SOUTH 38 DEGREES 23 MINUTES 40 SECONDS WEST FOR 96.00 FEET; THENCE NORTH 52 DEGREES 07 MINUTES 56 SECONDS WEST FOR 5.46 FEET; THENCE SOUTH 36 DEGREES 07 MINUTES 40 SECONDS WEST FOR 42.89 FEET; THENCE NORTH 53 DEGREES 52 MINUTES 20 SECONDS WEST FOR 38.25 FEET; THENCE NORTH 7 DEGREES 30 MINUTES 32 SECONDS WEST FOR 72.30 FEET; THENCE NORTH 82 DEGREES 22 MINUTES 08 SECONDS EAST FOR 130.14 FEET TO THE POINT OF BEGINNING. LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

ALL OF THE ABOVE LYING AND BEING IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

## NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST.
- 2) ORDERED BY: **FALCONE GROUP**
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 4) PROPERTY AS SHOWN HEREON CONTAINS 147.97 ACRES, MORE OR LESS



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| <p style="text-align: center;"><b>Schwebe-Shiskin &amp; Associates, Inc.</b><br/>LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE BLVD., MIAMI, FL 33025<br/>PHONE No. (954) 435-7010    FAX No. (954) 438-3288<br/>ORDER No. 194702    PREPARED UNDER PROFESSIONAL SURVEYING LICENSE No. 2978<br/>DATE: 03-03-2008</p> | <p style="text-align: center;"><b>REVISIONS</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 80%;">July 9, 2012</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table> | July 9, 2012 |  |  |  |  |
| July 9, 2012   |  |              |  |  |  |  |
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**AVENTURA  
ISLES CDD**

97 229

**Exhibit B**

**CDD NOTICE**

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

| Type of Dwelling Unit (and Phase, if Applicable) | Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below) | Estimated <u>Annual</u> Administrative Assessments (Includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below) | Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below) |
|--|--|--|--|
| Single Family (Large)                            | \$1,000  | \$161  | \$1,161  |
| Single Family (Medium)                           | \$900  | \$161  | \$1,061  |
| Single Family (Small)                            | \$800  | \$161  | \$961  |
| Townhouse  | \$700  | \$161  | \$861  |

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

| Type of Dwelling Unit (and Phase, if Applicable) | Estimated <u>Monthly</u> District <u>Operations</u> Assessments | Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments | Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12) |
|--|---|---|---|
| Single Family (Large)                            | \$13.42   | \$0   | \$83.33   |
| Single Family (Medium)                           | \$13.42   | \$0   | \$75.00   |
| Single Family (Small)                            | \$13.42   | \$0   | \$66.67   |
| Townhouse  | \$13.42   | \$0   | \$58.33   |

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

| Type of Dwelling Unit (and Phase, if Applicable) | Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date) | Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30) |
|--|---|--|
| Single Family (Large)                            | \$13,404.32   | \$30,000   |
| Single Family (Medium)                           | \$12,063.88   | \$27,000   |
| Single Family (Small)                            | \$10,723.45   | \$24,000   |
| Townhouse  | \$9,383.02  | \$21,000   |

PURCHASERS INITIALS

98 230

1. The District. All of the residential dwelling units ("Dwelling Units") in the Aventura Isles (the "Development") are also located within the boundaries of the Aventura Isles 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 \$1000 (approximately \$83.33 per month) for a Single Family Unit (Large), \$900 (approximately \$75 per month) for a Single Family Unit (Medium), \$800 (approximately \$66.67 per month) for a Single Family Unit (Small), and \$700 (approximately \$58.83) for a Townhouse Unit, which

sums 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 \$30,000 for a Single Family Unit (Large), \$27,000 for a Single Family Unit (Medium), \$24,000 for a Single Family Unit (Small), and \$21,000 for a Townhouse 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 \$161 for a Single Family Unit (Large), \$161 for a Single Family Unit (Medium), \$161 for a Single Family Unit (Small), and \$161 for a Townhouse Unit per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

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

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

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

**PURCHASER:**

**PURCHASER:**

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

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



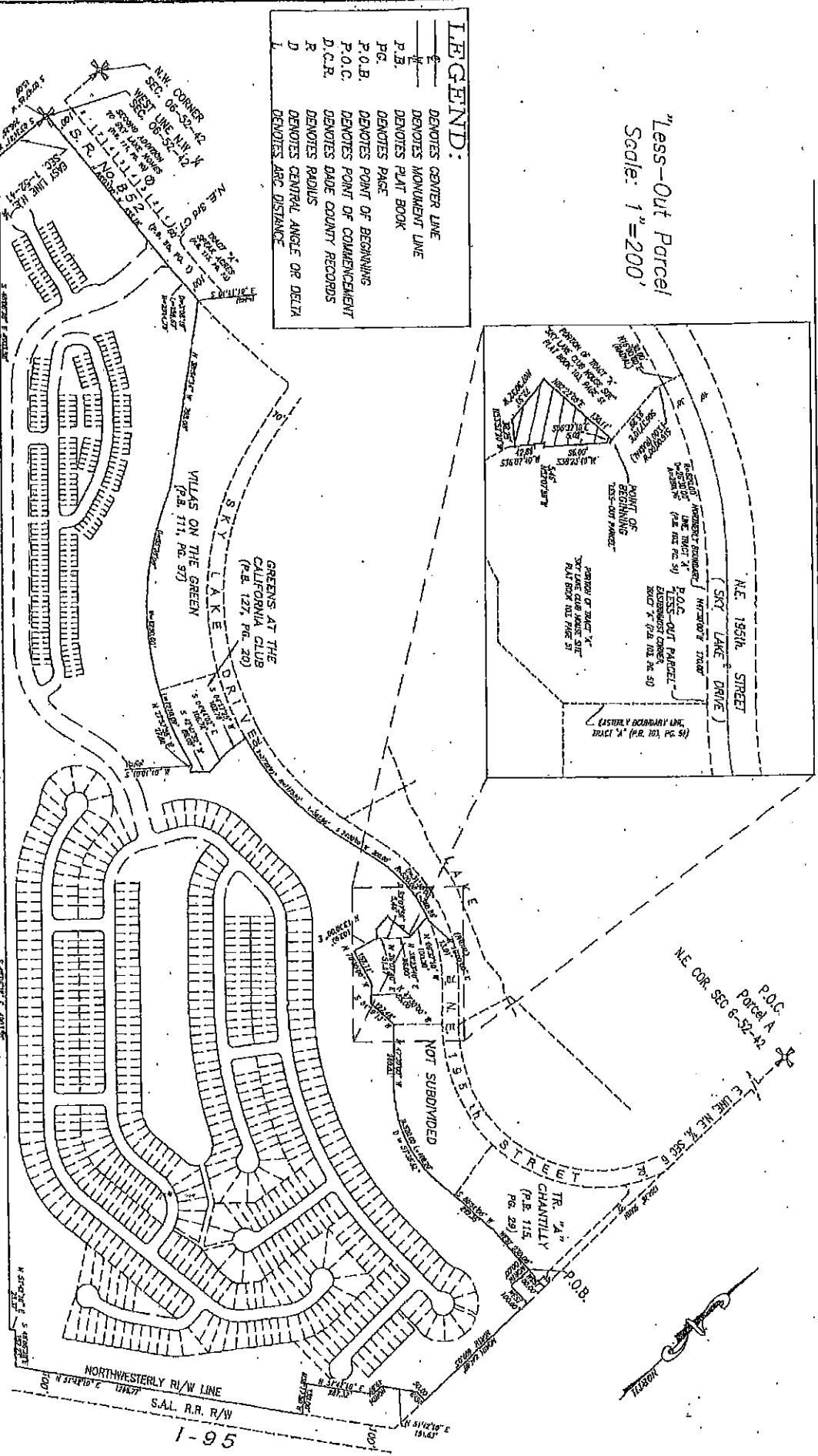
"EXHIBIT 2 to the Ordinance"  
Legal Description

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

"Less-Out Parcel  
Scale: 1"=200'

**LEGEND:**

- DENOTES CENTER LINE
- DENOTES MONUMENT LINE
- P.B. DENOTES PLAT BOOK
- P.G. DENOTES PAGE
- P.O.B. DENOTES POINT OF BEGINNING
- P.O.C. DENOTES POINT OF COMMENCEMENT
- D.C.R. DENOTES DATE COUNTY RECORDS
- R DENOTES RADIUS
- ∠ DENOTES CENTRAL ANGLE OR DELTA
- D DENOTES ARC DISTANCE



SCALE 1"=600'

*Sabarsky Skisbin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3200 CORPORATE WINGS BUILDING  
 PHONE NO. (954) 435-7010  
 ORDER NO. 194702  
 DATE: 03-03-2008  
 PREPARED UNDER NO. S-20060

ALFONSO TELLEZ, PRESIDENT  
 FLORIDA PROFESSIONAL LAND SURVEYOR NO. 2978

SNAKE CREEK CANAL

REVISIONS

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| July 9, 2012 |  |
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**AVENUE RA  
ISLES CDD**

SHEET 1 OF 3 SHEETS

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 298.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 5.46 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, FOR 100.30 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.01 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 855.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 852, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST;

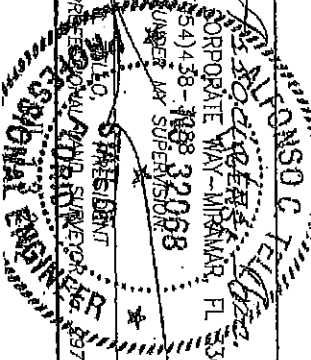
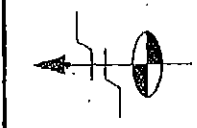
*Schubbe Shiskin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-1888 32068  
 ORDER NO. 194702 PREPARED UNDER MY SUPERVISION  
 DATE: 03-03-2008

THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

ALFONSO P. STREIBER, P.E.  
 FLORIDA PROFESSIONAL ENGINEER  
 No. 9378

| REVISIONS    |
|--------------|
| July 9, 2012 |
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|              |
|              |

**AVENUEIRA ISLES CDD**



235

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 130.00 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING.

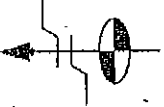
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ALL OF THE ABOVE LYING AND BEING IN SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, MIAMI-DADE COUNTY, FLORIDA.

## NOTES:

- 1) BEARINGS SHOWN HEREON REFER TO AN ASSUMED BEARING OF DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST.
- 2) ORDERED BY: FALCONE GROUP
- 3) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
- 4) PROPERTY AS SHOWN HEREON CONTAINS 147.97 ACRES, MORE OR LESS



*Schaefer & Spisberg*  
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIAMI, FL 33025  
PHONE No. (954) 435-7010 FAX No. (54) 438-3288  
ORDER NO. 194702 PREPARED UNDER CONTRACT NO. 20068  
DATE: 03-03-2008

ALFONSO C. TELLO, STATEMENT  
FLORIDA PROFESSIONAL LAND SURVEYOR  
NO. 12720  
EXPIRES 03/31/2012

| REVISIONS    |
|--------------|
| July 9, 2012 |
|              |
|              |
|              |
|              |

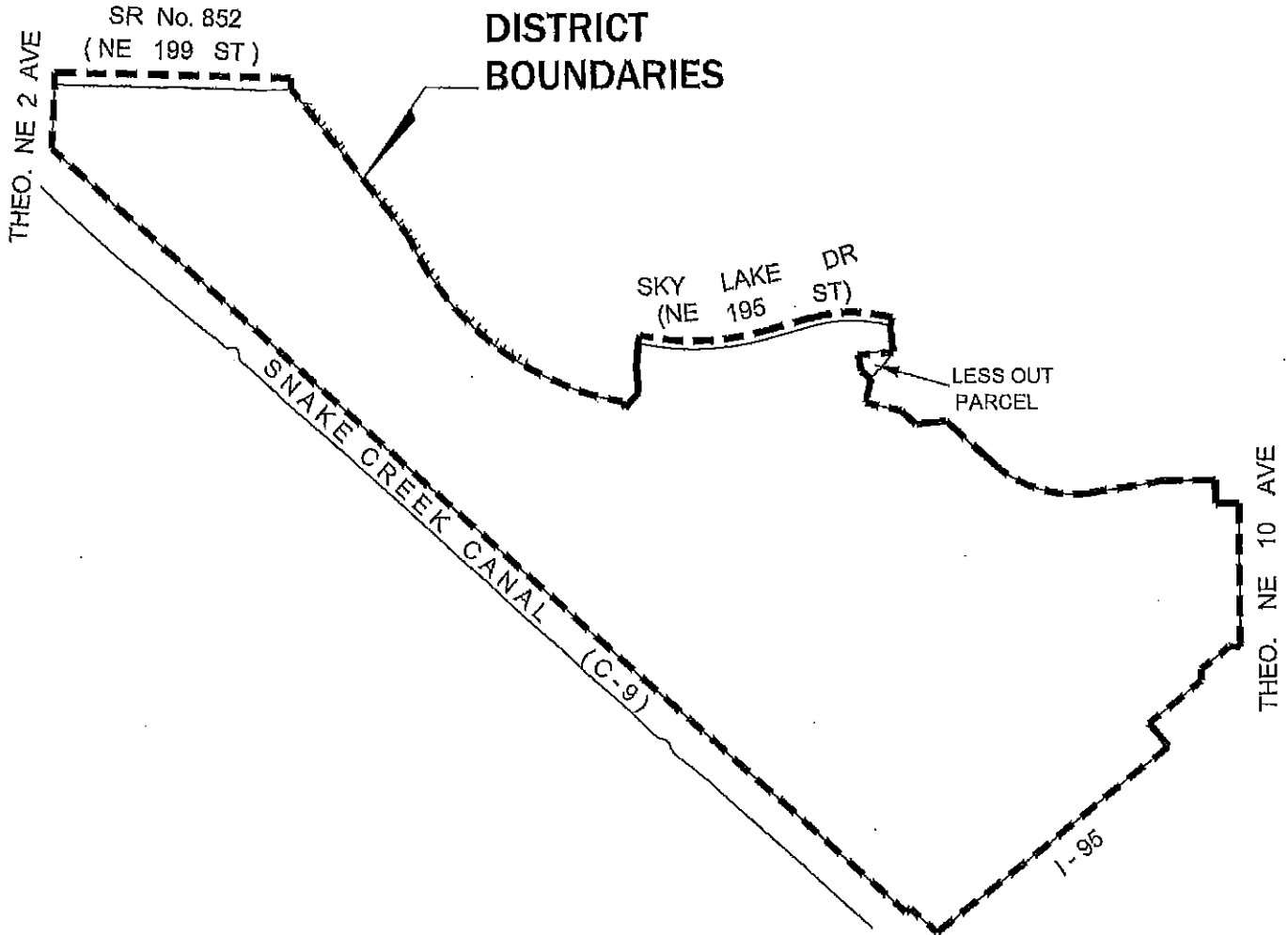
**ALFONSO C. TELLO**  
**REGISTERED PROFESSIONAL LAND SURVEYOR**  
**FLORIDA**

**AVENIDORA**  
**ISLES CDD**

SHEET 3 OF 3 SHEETS

104 236

EXHIBIT "3" TO THE ORDINANCE



**AVENTURA ISLES**  
COMMUNITY DEVELOPMENT DISTRICT  
(Location Map)



(COMM. 0001)  
SECTION: 06 - 52 - 42

125 237

# EXHIBIT G



CFN 20160289739  
DR BK 30078 Pgs 4444-4447 (4Pgs)  
RECORDED 05/17/2016 14:13:37  
DEED DOC TAX \$0.60  
SURTAX \$0.45  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by  
and after recording return to:

Gerald L. Knight, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, PA  
515 E. Las Olas Blvd., 6<sup>th</sup> Floor  
Fort Lauderdale, FL 33301

Property ID # \_\_\_\_\_

## AMENDMENT TO GRANT OF EASEMENT

THIS AMENDMENT TO GRANT OF EASEMENT ("Amendment") is entered into this 6<sup>th</sup> day of May, 2016, by and between **WILLIAMS ISLAND VENTURES, LLC**, a Delaware limited liability company, ("WILLIAMS ISLAND VENTURES") whose mailing address is One Town Center Road, Suite 600, Boca Raton, FL 33486, and **AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, ("District"), whose mailing address is c/o Wrathell, Hunt & Associates, LLC, 2300 West Glades Road, Suite 410W, Boca Raton, FL 33431.

### WITNESSETH:

**WHEREAS**, Williams Island Ventures and the District (collectively "the Parties") entered into that certain Grant of Easement dated as of October 28, 2013, recorded in Official Records Book 28894, Page 4517, of the Public Records of Miami-Dade County, Florida ("Grant of Easement"); and

**WHEREAS**, the Parties desire to amend the Grant of Easement for the District to have the perpetual right, privilege and easement over, under, across and through: (1) Tract J of the real property described in Exhibit "A" attached hereto for the purpose of installation and construction of public sidewalks as such sidewalks are shown on the attached Exhibit "B" and for irrigation purposes; and (2) Tracts A, B, and H of the real property described in Exhibit "A" attached hereto for public park and irrigation purposes.

**NOW, THEREFORE**, in consideration of the premises, the mutual benefits resulting from this Agreement, the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration paid by the Parties to each other, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Grant of Easement is hereby amended to state that District, its successors and assigns, is granted a perpetual easement over, under, across and through: (1) Tract J of the real property described in Exhibit


"A" attached hereto for the purpose of installation and construction of public sidewalks as such sidewalks are shown on the attached Exhibit "B"; and (2) Tracts A, B, and H of the real property described in Exhibit "A" attached hereto for public park and irrigation purposes.


2. All capitalized terms used in this Amendment without separate definition shall have the same meanings assigned to them in the Grant of Easement.
3. In the event of a conflict between the provisions of this Amendment and the Grant of Easement, the provisions of this Amendment shall prevail. As amended hereby, the Grant of Easement shall continue in full force and effect.
4. This Amendment may be executed in any number of counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same agreement.
5. This Amendment shall be retroactive to, and be effective as of, October 28, 2013.


IN WITNESS WHEREOF, the parties have executed this Amendment as of the date set forth above.

**WILLIAMS ISLAND VENTURES, LLC**, a Delaware limited liability company

**WITNESSES:**

  
Print Name Jason Eisner

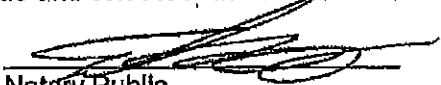
  
Print Name Allison Salerno

By:   
Print Name: John Christe  
Title: Authorized Representative

STATE OF FLORIDA  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 28 day of April, 2016, by John Christe as Authorized Representative of **WILLIAMS ISLAND VENTURES, LLC**, a Delaware limited liability company, who is personally known, who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

 **JASON M. EISNER**  
MY COMMISSION # FF 824837  
EXPIRES: November 1, 2016  
Bonded Through Budget Notary Services

  
Notary Public

My Commission Expires:

AVENTURA ISLES  
COMMUNITY DEVELOPMENT  
DISTRICT

WITNESSES:

[Signature]  
Print Name: James Stevenson  
[Signature]  
Print Name: Stacy Stevenson

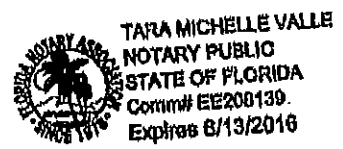
By: [Signature]  
Print Name: Richard M. Feather  
Title: General Manager  
Board Supervisor

STATE OF FLORIDA  
COUNTY OF Broward

The foregoing Instrument was acknowledged before me this 6<sup>th</sup> day of May, 2016, by Richard Feather as Supervisor of AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government organized under and pursuant to Chapter 190, Florida Statutes, who is personally known to me or has produced as identification.

Tara M. Valle  
NOTARY PUBLIC

My Commission Expires:  
6/13/16





**EXHIBIT "A"**

Tracts A, B, C, D, E, F, G, H, I, and J, CHAMPION LAKES, according to the Plat thereof as recorded in Plat Book 169, Page 71, of the Public Records of Miami-Dade County, Florida. Together with ALL of the utility, irrigation and drainage easements shown on said Plat of CHAMPION LAKES. All of the above lying in and being in Section 6, Township 52 South, Range 42 East, Miami-Dade County, Florida