

Memorandum



(Public Hearing 3-3-20)

Date: February 4, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

Agenda Item No. 5(D)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez".

Subject: Ordinance Creating the Crystal Cay Community Development District

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance creating the Crystal Cay Community Development District (CDD) in unincorporated, Miami-Dade County (County), Florida, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD.

Scope

This Crystal Cay CDD is located within Commission District 8, represented by Commissioner Daniella Levine Cava and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the Crystal Cay CDD will have no fiscal impact to the County. CDD funding is derived from assessments levied against the properties within the CDD, which are secured by a lien against the properties and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County.

Social Equity Statement

The proposed Ordinance grants a petition for the creation of the Crystal Cay CDD, pursuant to the procedures and factors set forth in Section 190.046, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the CDD will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the proposed district, regardless of their demographics or income levels. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

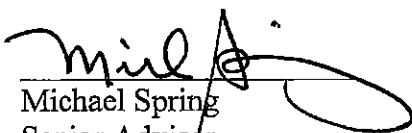
This development has public and private roads that are to be maintained by a Homeowners' Association (HOA) or the Crystal Cay CDD. A Multipurpose Maintenance and Street Lighting Special Taxing District named Enclave South will be created on December 17, 2019 to maintain the development's infrastructure, such as roadway improvements, storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the district. Oversight of CDDs is the responsibility of the State.

Background

Lennar Homes, LLC., ("Petitioner"), the owner of the Crystal Cay Development, has filed an application to create the Crystal Cay CDD in connection with said development. Crystal Cay is a proposed 60.31 acres residential development lying wholly within the County, in an area bounded by Black Creek Canal (C-1) on the east, SW 232 Street on the south, SW 104 Avenue on the west, and Black Creek Canal (C-1) on the north. The Crystal Cay CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Crystal Cay CDD. The development plan for the lands within the proposed Crystal Cay CDD includes construction of 232 residential units (64 single-family units and 168 townhome units) with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately \$7.812 million. This development has public and private roads that are to be maintained by a HOA or the Crystal Cay CDD. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioner. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$15,000.00 to the County and an additional \$15,000.00 for future advertising costs according to State Statute.

A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The declaration of restrictive covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the Crystal Cay CDD; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government's jurisdiction and powers.


Michael Spring
Senior Advisor



MEMORANDUM
(Revised)

TO: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

DATE: March 3, 2020

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(D)

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 present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) 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(D)
3-3-20

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF LENNAR HOMES, LLC., FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY BLACK CREEK CANAL (C-1), ON THE EAST BY BLACK CREEK CANAL (C-1), ON THE SOUTH BY SW 232 STREET, AND ON THE WEST BY SW 104 AVENUE; CREATING AND ESTABLISHING CRYSTAL CAY COMMUNITY DEVELOPMENT 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 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(e) of the Florida Constitution provides the authority for Miami-Dade County, through its charter, to provide a method for establishing new governmental units in Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, Lennar Homes, LLC., a Florida Limited Liability Company (“Petitioner”) has petitioned for the establishment of the Crystal Cay Community Development District (“District”); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on December 6, 2019, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit A.

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

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

Yadira Monzon

Yolexys Perez

Maria Carolina Herrera

Teresa Baluja

Carmen Beatriz Herrera

Section 5. The name of the District shall be the “Crystal Cay Community Development District.”

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci

GBK
MSM

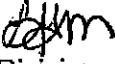
"EXHIBIT A to the Ordinance"

PETITION TO CREATE CRYSTAL CAY
COMMUNITY DEVELOPMENT DISTRICT

Dated: December 6, 2019

Date: December 6, 2019

To: Linda L. Cave, Deputy Clerk
Office of the Clerk of the Board
Attn: Keith Knowles

From: Lorena Guerra-Macias, Chief 
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Crystal Cay Community Development District –
Creation

The attached petition was submitted by Crystal Cay Community Development District and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Florida State Statutes Chapter 190 and Miami-Dade County Policy.

The filing date of record is December 6, 2019.

Attachment

c: Michael Mastrucci
Assistant County Attorney

**PETITION TO ESTABLISH
CRYSTAL CAY COMMUNITY DEVELOPMENT DISTRICT**

October, 2019

**PETITION TO ESTABLISH CRYSTAL CAY
COMMUNITY DEVELOPMENT DISTRICT**

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

1. **Petitioner and Authorized Agent:** Petitioner is a Florida limited liability company, registered to do business in the State of Florida, which has principal offices at 700 NW 107TH Avenue, Suite 400, Miami, Florida 33172. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioners:

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

2. **District Location and Description:** The land area to be included in the District comprises approximately 60.31+/- gross acres. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in unincorporated Miami-Dade County, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure

while not detrimentally affecting anyone outside the District. In addition, any potential establishment costs to Miami-Dade County, the establishing entity, will be nominal.

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

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

6. **District Name:** The proposed name of the District is Crystal Cay Community Development District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Composite Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6** and **7**, respectively.

Petitioner intends that the District will finance (i) stormwater management system, (ii) water distribution system, (iii) wastewater collection system, and (iv) roadway improvements. The stormwater management system will be owned and maintained by the District. The water distribution and the wastewater collection systems will be owned and maintained by Miami-Dade County. The roadway will be owned and maintained by the District or Miami-Dade County.

9. **Zoning Designation; Future Land Use:** The land within the District is zoned RU-1M(a) and RU-3M, respectively, with "low density residential" on the CDMP LUP map. The zoning approval for project within the District is attached hereto as **Exhibit 8**. The future general

distribution, location and extent of the public and private land uses proposed within the District are shown on **Exhibit 9**. These proposed land uses are consistent with the state comprehensive plan and Miami-Dade County Comprehensive Plan.

10. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as **Exhibit 10**.

11. **Rights to be Granted the District:** 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.

12. **Declaration of Restrictive Covenants:** Attached hereto as **Exhibit 11** is a copy of Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowners.

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

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

dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

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

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

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

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

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

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

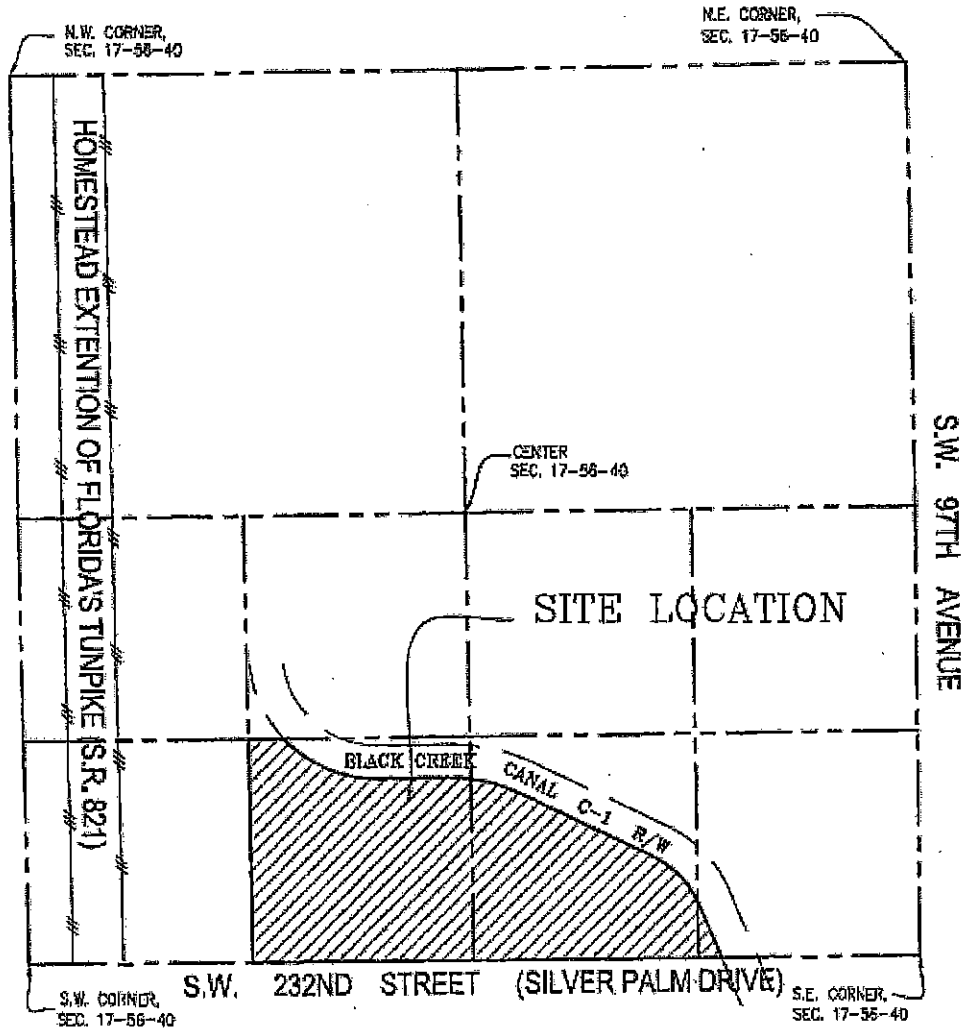
B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 4th day of October, 2019.

LENNAR HOMES, LLC a Florida limited liability
company

By: _____
Name: Craig McPherson
Title: VP

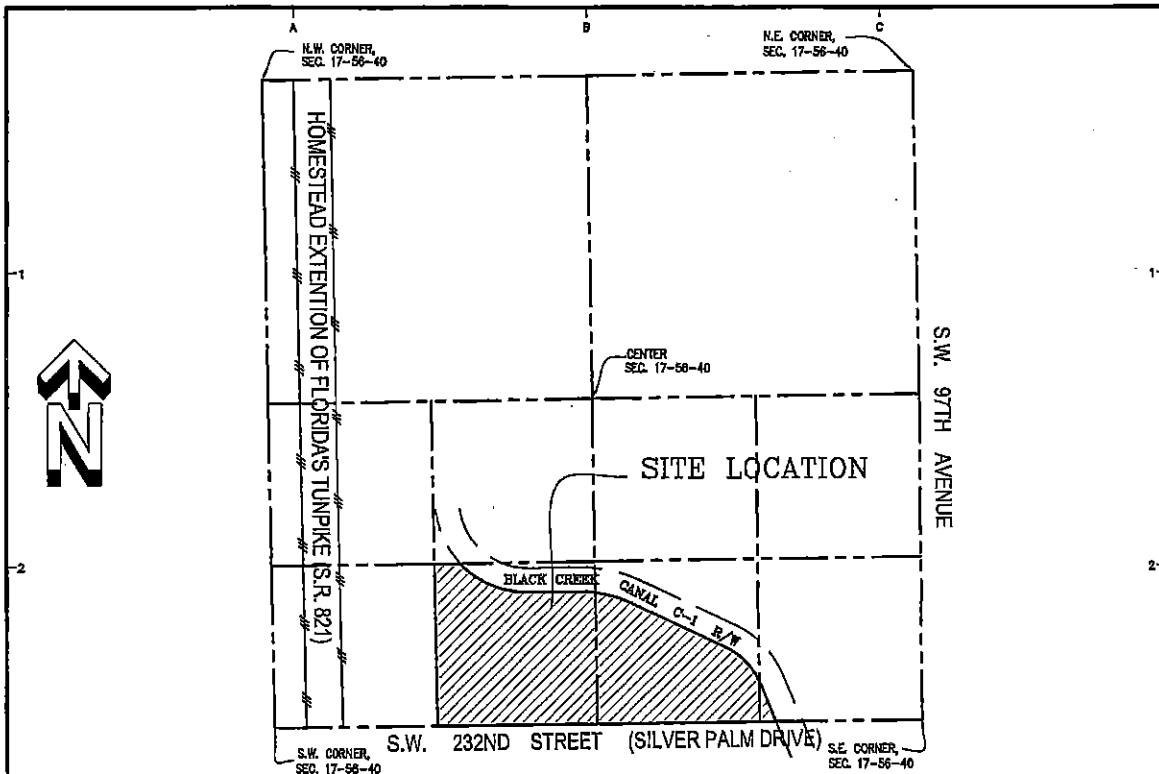
EXHIBIT 1
LOCATION



LOCATION MAP
SECTION 17, TOWNSHIP 56 SOUTH, RANGE 40 EAST
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

EXHIBIT 2

METES AND BOUNDS DESCRIPTION



LOCATION MAP
 SECTION 17, TOWNSHIP 56 SOUTH, RANGE 40 EAST
 MIAMI-DADE COUNTY, FLORIDA
 (NOT TO SCALE)

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of Title Policy will need to be made to determine recorded instruments, if any affecting this property.
- 4) -North arrow direction and bearing shown hereon are based on a value of $N00^{\circ}57'10''W$, along the West line of S.E. 1/4 of S.W. 1/4 of Section 17-56-40.
- 5) -The Sketch and Legal Description shown herein is based on the Information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

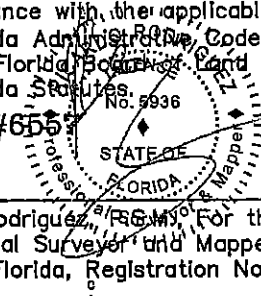
I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17.051 (Formerly 61G17-6), Florida Administrative Code, and conforms to the Standards of Practices set forth by the Florida Board of Land Surveyors and Mappers pursuant to Section 472.027, Florida Statutes.

Ford, Armenteros & Fernandez, Inc. L.B. #655

Date: September 27th, 2019

Revision:

By: Ricardo Rodriguez For the Firm
 Professional Surveyor and Mapper
 State of Florida, Registration No.5936



CRYSTAL CAY CDD DISTRICT BOUNDARY



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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES	
PREPARED FOR:	LENNAR HOMES, LLC	
DRAWN BY: R.R.	DATE: 09-27-2019	SHEET: 1 OF 3 SHEETS
DWG. CHECKED BY:	SCALE: AS SHOWN	
CHECKED BY:	PROJECT No: 18-060-1000	

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LEGAL DESCRIPTION:

All of the SE-1/4 of the SW-1/4 and all of the SW-1/4 of the SE-1/4 and all of the SE-1/4 of the SE-1/4 of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-North), in Dade County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence N00°57'06"W, along the West Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 1334.51 feet to the Northwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence NB9°16'31"E, along the North Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 213.56 feet to its intersection with the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears N46°54'23"E; the next described six (6) courses and distances being along the Southwesterly Right-of-Way of Black Creek Canal (C-1), as shown on Plat Book 124, Page 83, of the Public Records of Miami-Dade County, Florida: 1) thence Southeasterly along the arc of said curve, having for its elements a radius of 760.00 feet, through a central angle of 47°47'40" for an arc distance of 633.97 feet to a point of tangency; 2) thence NB9°06'43"E for a distance of 415.95 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 3) thence Southeasterly along the arc of said curve, having for its elements a radius of 970.00 feet, through a central angle of 26°14'57", for an arc distance of 444.39 feet to a point of tangency; 4) thence S64°38'20"E for a distance of 857.48 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 5) thence Southeasterly along the arc of said curve, having for its elements a radius of 590.00 feet, through a central angle of 42°02'55" for an arc distance of 432.99 feet to a point of tangency; 6) thence S22°35'24"E for a distance of 330.73 feet; thence S89°22'47"W, along the South Line of said Section 17 for a distance of 1468.19 feet to the Southeast Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence continue S89°22'47"W, along the last described line for a distance of 1330.42 feet to the POINT OF BEGINNING.

Containing 2,627,100.94 Square Feet or 60.31 Acres more or less.

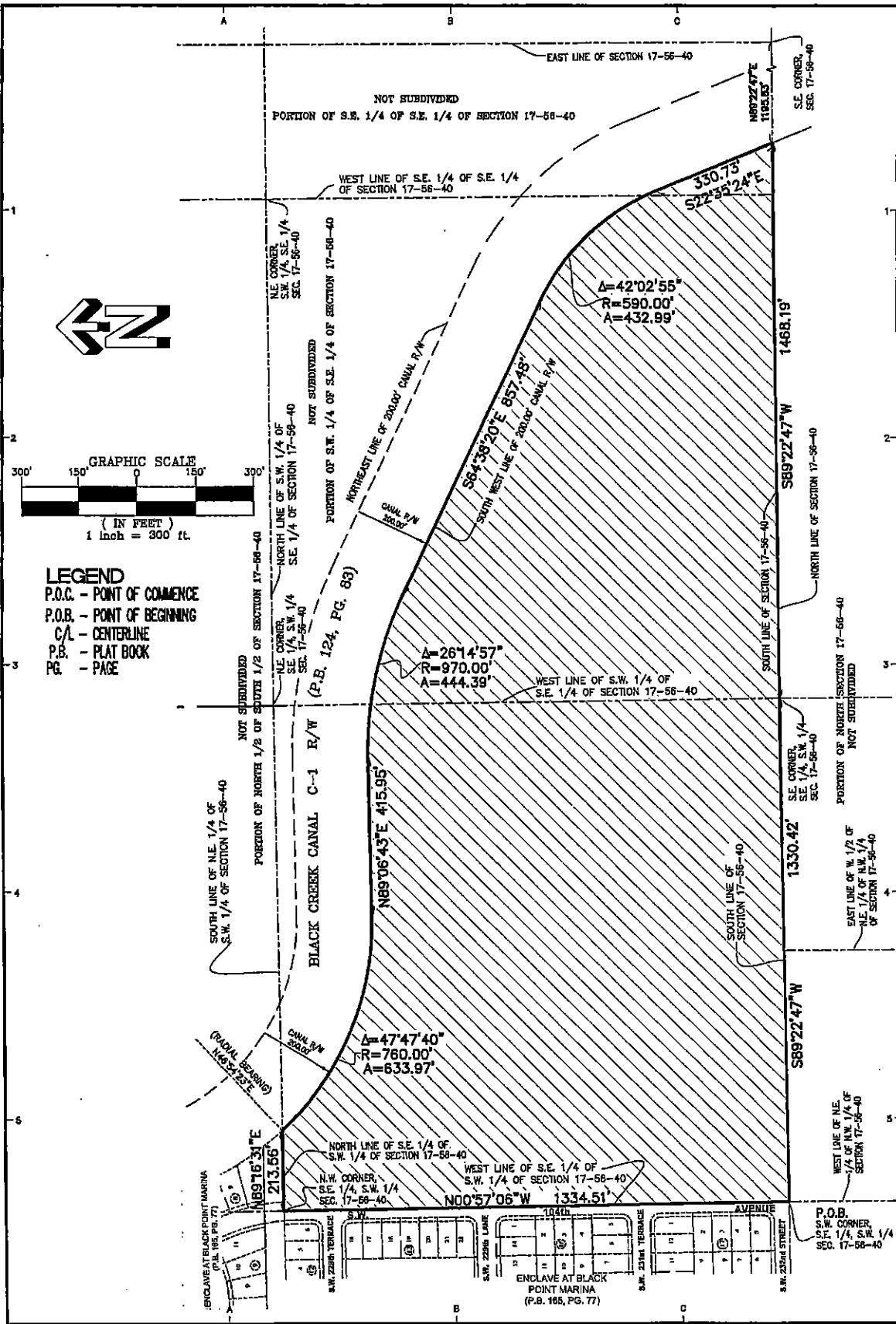
CRYSTAL CAY CDD DISTRICT BOUNDARY



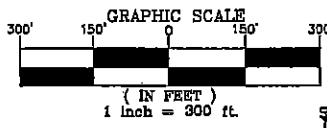
FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		SHEET: 2 of 3 SHEETS
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: R.R.	DATE: 09-27-2019	
ENG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 18-060-1000	

21



LEGEND
 P.O.C. - POINT OF COMMENCE
 P.O.B. - POINT OF BEGINNING
 C/L - CENTERLINE
 P.B. - PLAT BOOK
 PG. - PAGE



CRYSTAL CAY CDD DISTRICT BOUNDARY



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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
PREPARED FOR:	LENNAR HOMES, LLC	
DRAWN BY:	R.R.	DATE: 09-27-2019
DWG. CHECKED BY:		SCALE: AS SHOWN
CHECKED BY:		PROJECT No: 18-060-1000

3

OF 3 SHEETS

22

EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT OF
CRYSTAL CAY COMMUNITY DEVELOPMENT DISTRICT**

On this 4th day of October, 2019, personally appeared before me, Gary McPherson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

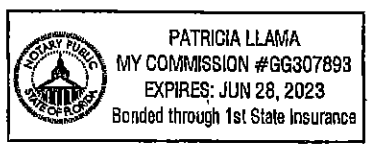
1. Affiant is the VP of LENNAR HOMES, LLC, a Florida limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Crystal Cay Community Development District (the "Proposed CDD").
4. The Property constitutes all of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

LENNAR HOMES, LLC, a Florida limited liability company

By: [Signature]
Name: Gary McPherson
Title: VP

STATE OF Florida)
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 4th day of October, 2019, by Gary McPherson as VP of LENNAR HOMES, LLC, a Florida limited liability company. He is personally known to me [] or produced [Signature] as identification.



[Signature]
Notary Public
Patricia Llama
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

LEGAL DESCRIPTION:

All of the SE-1/4 of the SW-1/4 and all of the SW-1/4 of the SE-1/4 and all of the SE-1/4 of the SE-1/4 of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-North), in Dade County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N00^{\circ}57'06''W$, along the West Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 1334.51 feet to the Northwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N89^{\circ}16'31''E$, along the North Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 213.56 feet to its intersection with the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears $N46^{\circ}54'23''E$; the next described six (6) courses and distances being along the Southwesterly Right-of-Way of Black Creek Canal (C-1), as shown on Plat Book 124, Page 83, of the Public Records of Miami-Dade County, Florida: 1) thence Southeasterly along the arc of said curve, having for its elements a radius of 760.00 feet, through a central angle of $47^{\circ}47'40''$ for an arc distance of 633.97 feet to a point of tangency; 2) thence $N89^{\circ}06'43''E$ for a distance of 415.95 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 3) thence Southeasterly along the arc of said curve, having for its elements a radius of 970.00 feet, through a central angle of $26^{\circ}14'57''$, for an arc distance of 444.39 feet to a point of tangency; 4) thence $S64^{\circ}38'20''E$ for a distance of 857.48 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 5) thence Southeasterly along the arc of said curve, having for its elements a radius of 590.00 feet, through a central angle of $42^{\circ}02'55''$ for an arc distance of 432.99 feet to a point of tangency; 6) thence $S22^{\circ}35'24''E$ for a distance of 330.73 feet; thence $S89^{\circ}22'47''W$, along the South Line of said Section 17 for a distance of 1468.19 feet to the Southeast Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence continue $S89^{\circ}22'47''W$, along the last described line for a distance of 1330.42 feet to the POINT OF BEGINNING.

Containing 2,627,100.94 Square Feet or 60.31 Acres more or less.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Yadira Monzon
Yolexys Perez
Maria Carolina Herrera
Teresa Baluja
Carmen Beatriz Orozco

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

Yadira Monzon
19656 SW 119 PL Miami, FL 33177
Phone: 786-516-6647
E-mail: yadira5736@hotmail.com

Education

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

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

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

Work Experience

Lennar Homes Miami, FL
Sr. Staff Accountant January 2017 - Present

- Manage multiple accounts like G&A, revenue, account receivables and cash
- Analyze a wide range of financial documents to find discrepancies
- Help manager with financial modeling and forecasting
- Perform comprehensive variance analysis and determine root-cause for each significant variance
- Assist with monthly and year-end closings

Lennar Homes Miami, FL
Property Manager July 2013 - January 2017

- Supervised a portfolio of about 15 communities
- Analyzed advantages and disadvantages of alternative solutions to problems
- Developed and maintained an effective ongoing residents relations plan
- Ensured property improvement and other construction related projects are completed on time
- Budgeted to Actual Variance Analysis
- Assisted with the startup process of communities with Homeowners Association

Volunteer Experience

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

Other

Languages: Spanish and English (including technical financial terms). Excellent verbal and writing communication skills.

Computer skills: Power Point, Microsoft Word, Access, and with advance knowledge in Excel

Software programs: JDE Edwards, Peachtree and QuickBooks knowledge

Yolexys Perez
Property Manager at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2747

Employment:

Lennar Homes

Community Coordinator	2015 - 2017
Property Manager	2017 - Present

State Farm Insurance

Account Manager & Sales Representative	2007 - 2015
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Education:

Florida Real Estate License (Current)	2016
Resident Insurance License- Property & Casualty (220) (Current)	2014
MDC-Bachelors in Business Administration	<i>Pending</i>

Maria Carolina Herrera
Senior Land Acquisition Manager
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

SUMMARY:

Specialties:

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

Current Employment:

Lennar Homes

Vice President of Property Management SE Division
Real Estate industry, Property Management, Contracts

2004-2013

Lennar Homes

Senior Land Acquisition Manager SE Division
Real Estate industry, Property Management, Contracts

2013 - 2018

Lennar Homes

Director of Land Operations SE Division
Real Estate industry, Property Management, Contracts

2018 -Present

Education:

University of Miami- School of Business
MBA

2008-2009

Universidad del Rosario-Law School
Attorney,
Bogota, Colombia

1997-2002

Additional Information:

Builder Association of South Florida- Board Member

Teresa Baluja

Director of Property Management for SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2080

Current Employment:

Lennar Homes

HOA Manager for SE Region
Real Estate Industry, Property Management, Contracts

2007-2013

Lennar Homes

Director of Property Management for SE Region
Real Estate Industry, Property Management, Contracts

2013 – Present

Education:

FIU- Bachelors in Elementary Education

2006

CAM License
(Current)

2010

CARMEN BEATRIZ OROZCO

730 NW 107 AVE, Miami, FL, 33172
305-213-2793 | Carmen.Orozco@Lennar.com

EMPLOYMENT

2017-Present Property Manager, *Lennar Homes Southeast Florida Division*

2016-2017 Marketing Coordinator, *Lennar Homes Southeast Florida Division*

2014-2016 Accounts Payable Clerk, *Lennar Homes Southeast Florida Division*

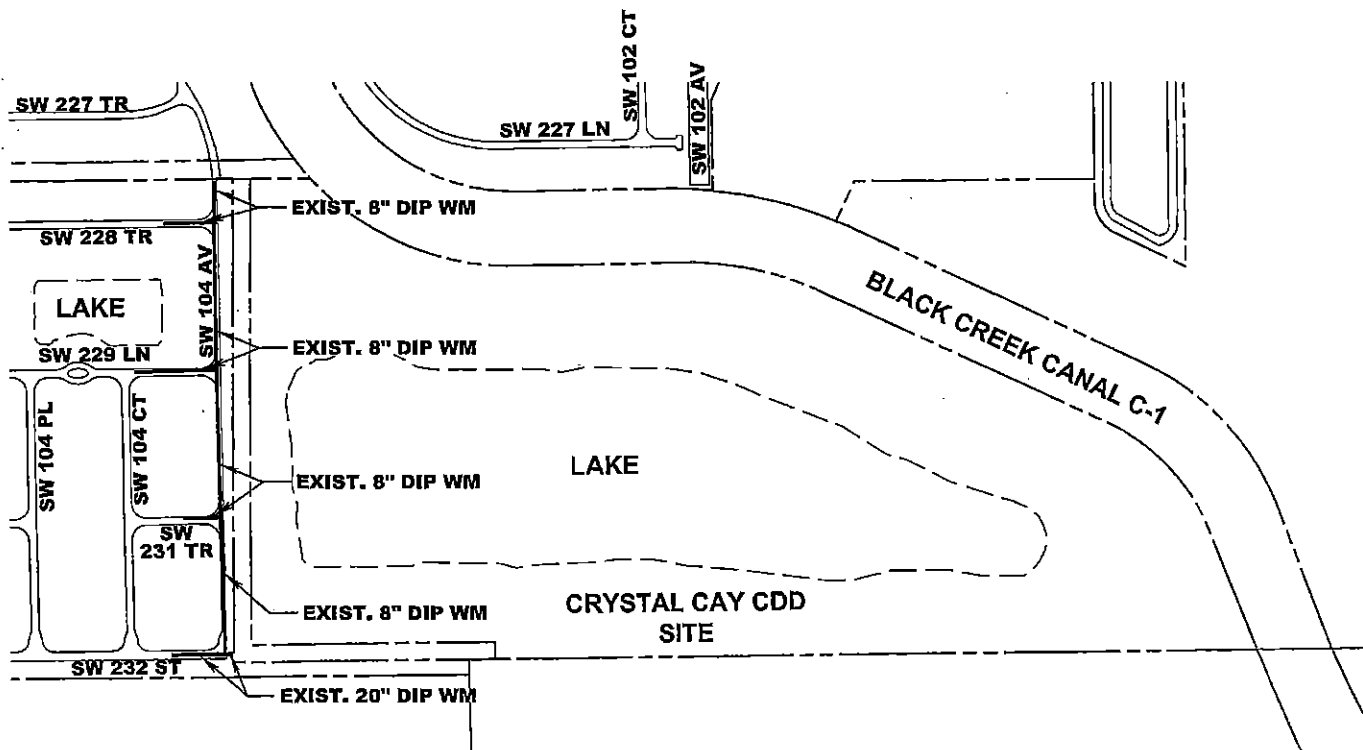
2013-2014 Receptionist, *Lennar Homes Southeast Florida Division*

EDUCATION

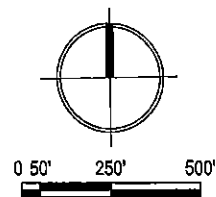
2019 BAS in Supervision & Management , *Miami Dade College*

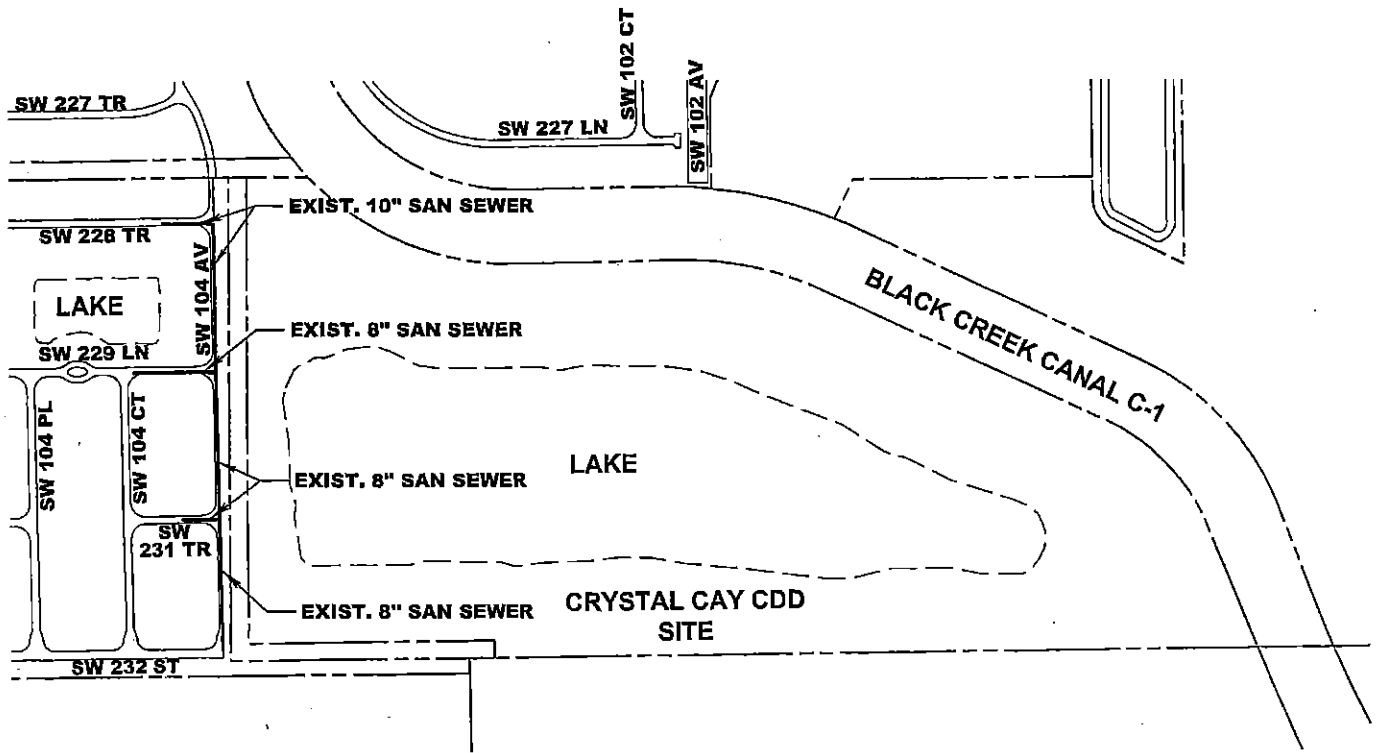
COMPOSITE EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



ALVAREZ ENGINEERS, INC.
CRYSTAL CAY C.D.D.
EXISTING WATER MAINS





ALVAREZ ENGINEERS, INC.
 CRYSTAL CAY C.D.D.
EXISTING SANITARY SEWERS

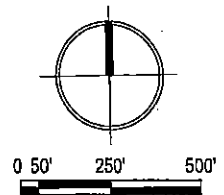


EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	<u>Start Date</u>	<u>Completion Date</u>
Stormwater Management System	December, 2019	July, 2020
Water Distribution System	December, 2019	July, 2020
Wastewater Collection System	December, 2019	July, 2020
Roadway Improvements	December, 2019	April, 2021

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	<u>Costs:</u>
Stormwater Management System	\$1,825,000
Water Distribution System	\$1,438,000
Wastewater Collection System	\$ 957,000
Roadway Improvements	\$3,592,000
Total Estimated Costs:	\$7,812,000

EXHIBIT 8

ZONING APPROVAL

Approved: _____ Mayor

Veto: _____

Override: _____

RESOLUTION NO. Z-41-04

WHEREAS, H.R. REALTY & INVESTMENTS, INC. applied to Community Zoning Appeals Board 15 for the following:

WHEREAS, a public hearing of Community Zoning Appeals Board 15 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. That the Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County upon the approval of the Application by the Board of County Commissioners and/or Community Zoning Appeals Board 15 of Miami-Dade County, Florida and the expiration of all applicable appeal periods.
2. That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning & Zoning, consisting of thirteen (13) sheets prepared by Edward Silva and entitled "Cottage of Silver Palm" (the "Plans"), dated May 10, 2004, said plans being on file with the Miami-Dade County Department of Planning & Zoning, and by reference made a part of the Declaration.
3. That the residential development of the Property shall be limited to no more than two hundred thirty-seven (237) dwelling units.
4. That the use of the existing lake, as depicted on the Plans, shall be limited to non-motorized recreational activities, excluding remote controlled hobby crafts.
5. That the Owner, its heirs, successors or assigns shall, prior to the time of final plat approval, create or cause to be created (1) a homeowners' association for the entire development as a master association, (2) a community development district approved by Miami-Dade County, and/or (3) a special taxing district approved by Miami-Dade County which shall individually or collectively provide for the maintenance of all common areas, the existing lake, and other amenities common to the Property. If a homeowners' association is established as a master association in accordance with this paragraph, it shall not preclude the creation of individual homeowners' association for each phase or stage of development or preclude the same from maintaining their own buildings or their own common areas so long as said associations, or members thereof, are members of the master association and each such association are required hereby, to be members of the master association.

WHEREAS, upon due and proper consideration having been given to the matter it was the opinion of Community Zoning Appeals Board 15 that the requested district boundary changes to RU-3M on Parcel 1 (Item #1), and RU-1M(a) on Parcel 2 (Item #3) 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 requests to permit a townhouse development setback 10' from the side street property lines (Item #2), to permit lots with 0' frontage on a public street and access to a public street by means of a private drive (Item #4), to permit single-family residences with a rear setback of 15' (Item #5), to waive zoning and subdivision requirements for section line roads to be 80' in width; to permit 0' to 25' of dedication on the north half of theoretical S.W. 232 Street (Item #6) and to permit parking and driveways within 25' of an official right-of-way (Item #7) would be in harmony with the general purpose and intent of the regulations, compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requested unusual use to permit the filling and excavation of a lake (Item #8), 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 to permit the filling and excavation of a lake (Item #8) 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 said application was approved by Resolution No. CZAB15-19-04, and

WHEREAS, MANUEL DORTA-DUQUE & THE FARM, INC. appealed the decision of Community Zoning Appeals Board 12 to the Board of County Commissioners for the following:

- (1) EU-M to RU-3M
- (2) Applicant is requesting to permit a townhouse development setback 10' from side street property lines (15' required).

REQUESTS #1 & #2 ON PARCEL #1

- (3) EU-M to RU-1M(a)
- (4) Applicant is requesting to permit lots with 0' of frontage on a public street (50' required) and access to a public street by means of private drives.
- (5) Applicant is requesting to permit single-family residences with a rear setback of 15' (15' permitted on a portion only; 25' required for the balance).

REQUESTS #3 - 5 ON PARCEL #2

- (6) Applicant is requesting to waive zoning and subdivision requirements for section line roads to be 80' in width; to permit 0' to 25' of dedication (40' required) on the north half of theoretical S.W. 232 Street.
- (7) Applicant is requesting to permit parking and driveways within 25' of an official right-of-way (not permitted).
- (8) UNUSUAL USE to permit the filling of a lake and a lake excavation.

REQUESTS #6 - #8 ON PARCELS #1 & #2

Upon a demonstration that the applicable standards have been satisfied, approval of requests #4 - #7 may be considered under §33-311(A)(14) (Alternative Site Development Option) or 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 "Cottage of Silver Palm, as prepared by Edward Silva, Architect, dated 5/10/04 and consisting of 13 sheets. Plans may be modified at public hearing.

SUBJECT PROPERTY: PARCEL 1: All of the SE ¼, of the SW ¼ and all of the SW ¼, of the SE ¼ and all of the SE ¼, of the SE ¼ of Section 17, Township 56 South, Range 40 East, lying S/ly & W/ly of the right-of-way of Black Creek Canal (C-1), less and except there from the following parcel of land:

Begin at the Southwest corner of the SE ¼, of the SW ¼ of said Section 17; thence N0°57'7"W for a distance of 180.32' to a point; thence S88°59'48"E for a distance of 128.9' to a point; thence N48°23'31"E for a distance of 133.66' to a point; thence S90°0'0"E for a distance of 242.59' to a point; thence N79°37'06"E for a distance of 77.87' to a point; thence S90°0'0"E for a distance of 339.22' to a point; thence N86°28'06"E for a distance of 217.13' to a point; thence S85°24'52"E for a distance of 215.35' to a point; thence S80°20'19"E for a distance of 228.13' to a point; thence

N88°20'44"E for a distance of 463.96' to a point; thence S88°45'17"E for a distance of 208.58' to a point; thence N50°34'24"E for a distance of 43.44' to a point; thence S0°57'43"E for a distance of 251.19' to a point on the south line of the said SW ¼, of the SE ¼; thence S89°22'47"W along said line for a distance of 962.83' to the Southwest corner of the SE ¼ of said Section 17; thence S89°22'47"W along the said south line of the SE ¼ of the SW ¼ for a distance of 1,330.43' to the Point of beginning. AND: PARCEL II: A portion of all of the SE ¼, of the SW ¼ and all of the SW ¼, of the SE ¼ and all of the SE ¼, of the SE ¼ of Section 17, Township 56 South, Range 40 East, lying S/ly & W/ly of the right-of-way of Black Creek Canal (C-1). Said portion being more particularly described as follows:

Begin at the Southwest corner of the SE ¼, of the SW ¼ of said Section 17; thence N0°57'7"W for a distance of 180.32' to a point; thence S88°59'48"E for a distance of 128.9' to a point; thence N48°23'31"E for a distance of 133.66' to a point; thence S90°0'0"E for a distance of 242.59' to a point; thence N79°37'06"E for a distance of 77.87' to a point; thence S90°0'0"E for a distance of 339.22' to a point; thence N86°28'06"E for a distance of 217.13' to a point; thence S85°24'52"E for a distance of 215.35' to a point; thence S80°20'19"E for a distance of 228.13' to a point; thence N88°20'44"E for a distance of 463.96' to a point; thence S88°45'17"E for a distance of 208.58' to a point; thence N50°34'24"E for a distance of 43.44' to a point; thence S0°57'43"E for a distance of 251.19' to a point on the south line of the said SW ¼, of the SE ¼; thence S89°22'47"W along said line for a distance of 962.83' to the Southwest corner of the SE ¼ of said Section 17; thence S89°22'47"W along the said south line of the SE ¼ of the SW ¼ for a distance of 1,330.43' to the Point of beginning.

LOCATION: Lying on the north side of theoretical S.W. 232 Street and 1,330' east of theoretical S.W. 107th Avenue, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners was advertised and held, as required by the Zoning Procedure Ordinance, 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. That this Declaration shall become final and shall be recorded in the Public Records of Miami-Dade County upon the approval of the Application by the Board of County Commissioners and/or Community Zoning Appeals Board No. 15 of Miami-Dade County, Florida.
2. That said Property shall be developed substantially in accordance with the plans previously submitted to the Miami-Dade County Department of Planning and Zoning, consisting of thirteen (13) sheets prepared by Edward Silva and entitled "Cottage of Silver Palm" (the "Plans"), last dated October 6, 2004, said plans being on file with the Miami-Dade County Department of Planning and Zoning, and by reference made a part of this Declaration, which may be modified regarding location of open space to protect archeological resources identified pursuant to paragraph six (6).

3. That the residential development of the Property shall be limited to no more than two hundred thirty-two (232) dwelling units.
4. That the use of the existing lake, as depicted on the Plans, shall be limited to non-motorized recreational activities, with the exception that remote controlled hobby crafts shall be permitted.
5. That the Owner, its heirs, successors or assigns shall, prior to the time of final plat approval, create or cause to be created (1) a homeowner's association for the entire development as a master association, (2) a community development district approved by Miami-Dade County, and/or (3) a special taxing district approved by Miami-Dade County which shall individually or collectively provide for the maintenance of all common areas, the existing lake, and other amenities common to the Property. If a homeowner's association is established as a master association in accordance with this paragraph, it shall not preclude the same from maintaining their own buildings or their own common areas so long as said associations, or members thereof, are members of the master association and each such association are required hereby, to be members of the master association.
6. That the Owner shall submit to the Miami-Dade County Office of Historic Preservation an archaeological survey prior to obtaining tentative plat approval. The survey shall be conducted by an independent, qualified archeologist who has conducted similar surveys in the past. From the date of this covenant until 120 days from the date the survey is received by the Office of Historic Preservation, the Owner shall agree to treat the subject property as an archaeological site under Chapter 16A of the Code of Miami-Dade County as if it were so designated. Within said 120-day period, no building permits shall be issued. After obtaining and reviewing the survey, the Office of Historic Preservation may, at its discretion, issue a letter releasing the owner from prospective compliance with this provision. Nothing in this covenant will prevent the subject property from being formally designed pursuant to Chapter 16A of the Code of Miami-Dade County now or in the future.

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, after reviewing the record and decision of Community Zoning Appeals Board 15 and after having given an opportunity for interested parties to be heard, it is the opinion of this Board that the grounds and reasons made by Community Zoning Appeals Board 15 in Resolution No. CZAB15-19-0 were insufficient to merit a reversal of the decision and that the appeal should be denied and that the decision of Community Zoning

Appeals Board 15 should be sustained, and that the requested district boundary changes to RU-3M on parcel 1 (Item #1) and RU-1M(a) on parcel 2 (Item #3) 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 requests to permit a townhouse development setback 10' from side street property lines (Item #2), to permit lots with 0' of frontage on a public street and access to a public street by means of private drives (Item #4), to permit single-family residences with a rear setback of 15' (Item #5) to permit parking and driveways within 25' of an official right-of-way (Item #7), and modified approval to waive zoning and subdivision requirements for section line roads to be 80' in width; to permit 25' of dedication on the north half of theoretical S.W. 232 Street (Item #6) 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 #8) would be compatible with the area and its development and would conform with the requirements and intent of the Zoning Procedure Ordinance, and that the requested unusual use (Item #8) 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 deny the appeal and sustain the decision of Community Zoning Appeals Board 15, accept the proffered Declaration of Restrictions, approve Items #1, 3, and 8, approve Items #2, 4, 5, and 7 as non-use variances, approve Item #6 on a modified basis as a non-use variance was offered by Commissioner Katy Sorenson, seconded by Commissioner Jose "Pepe" Diaz, and upon a poll of the members present the vote was as follows:

Bruno A. Barreiro	aye	Dennis C. Moss	absent
Jose "Pepe" Diaz	aye	Dorrin D. Rolle	aye
Carlos A. Gimenez	aye	Natacha Seijas	absent
Sally A. Heyman	aye	Katy Sorenson	aye
Barbara J. Jordan	aye	Rebeca Sosa	aye
Joe A. Martinez	absent	Sen. Javier D. Souto	aye

Chairperson Dr. Barbara M. Carey-Shuler absent

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Miami-Dade County, Florida, that the appeal be and the same is hereby denied and the decision of Community Zoning Appeals Board 15 is sustained.

BE IT FURTHER RESOLVED that the requested district boundary changes to RU-3M on parcel 1 (Item #1) and RU-1M(a) on parcel 2 (Item #3) be and the same are hereby approved and said property is hereby zoned accordingly.

BE IT FURTHER RESOLVED that that the requests to permit a townhouse development setback 10' from side street property lines (Item #2), to permit lots with 0' of frontage on a public street and access to a public street by means of private drives (Item #4), to permit single-family residences with a rear setback of 15' (Item #5) to permit parking and driveways within 25' of an official right-of-way (Item #7), and modified approval to waive zoning and subdivision requirements for section line roads to be 80' in width; to permit 25' of dedication on the north half of theoretical S.W. 232 Street (Item #6) be and the same are hereby approved as non-use variances, and that the requested unusual use (Item #8) be and the same is hereby approved, and with Items #2, 4, 5, 6, 7, and 8 subject to the following conditions:

The following conditions are for requests #2 and #4 through #8:

1. That a site plan be submitted to and meet with the approval of the Director upon submittal of an application for a building permit and/or Certificate of Use and Occupancy; said plan to include among other things but not be limited thereto, location of structure or structures, exits and entrances, drainage, walls, fences, landscaping, etc.

2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitled "Cottage of Silver Palm," as prepared by Edward Silva, Architect, dated 6/10/04 and consisting of 13 sheets.
3. That the use be established and maintained in accordance with the approved plan.
4. That the applicant submit to the Department for its review and approval a landscaping 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.

The following conditions are for the lakefill:

5. That 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 & 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 Code approved slope configuration.

The following conditions are for the lakefill:

6. 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 unless the bond has been released.
7. 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.
8. 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.
9. 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.
10. 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.

11. That the applicant shall record a notice of authorization on a form prescribed by the Director of the excavation fill plan approved by the Director and the Director of the Department of Environmental Resources Management (DERM Director) for the fill project in the public records of Miami-Dade County prior to the issuance of a Certificate of Use (CU) authorizing commencement of the fill project.
12. That the applicant shall submit a detailed written disclosure of the fill project specifying the equipment and methods to be utilized during the fill project, including every aspect of the trucking, dumping, sorting and filling process.
13. That the applicant shall obtain a fill project CU permit, and shall promptly renew the same semi-annually with the Department, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions. Failure to commence the fill project within six months of the date of the original CU issuance shall result in an abandonment of the fill project.
14. That prior to each CU renewal, the applicant shall submit a status report indicating the percentage of fill project completion and the estimated time of the fill project's final completion.
15. That if an excavation will be filled in phases, a phase plan shall be submitted with the initial excavation fill plan and permit plan addition. The plan and supporting documents shall delineate the area to be filled in each phase and the time frame projected to close out each phase of the fill project.
16. 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, but in no event for any more than nine (9) months from issuance of the CU permit.
17. 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 zoning code requirements 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.
18. 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.

19. 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.
20. That the applicant shall obtain all permits required by this Code and comply with all permit requirements and all applicable conditions of the Department of Environmental Resources Management as well as the Public Works Department for the duration of the fill project.
21. 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.
22. 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.
23. That the final slope(s) of the remaining excavation shall be in accord with zoning code requirements.
24. That the fill project shall meet all storm water 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.
25. 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.
26. That the applicant record the resolution of approval for the use in the public records of Miami-Dade County prior to the issuance of a Certificate of Use.
27. That if in the opinion of the Director the lake fill is hazardous to the surrounding area, the hazardous area shall be fenced in, or otherwise protected, by the applicant as directed by the Director.

The following conditions are for the lake excavation:

28. 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 #28 the following:

- 28a. 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.

29. 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 submittal of an application for a lake excavation permit; said plans shall be substantially in accordance with that submitted for the hearing entitled "Cottage of Silver Palm," as prepared by Edward Silva, Architect, dated 5/10/04 and consisting of 13 sheets.
30. 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 the Department of Environmental Resources Management.
31. That the property shall be staked to meet with the approval of the Director and the Director of the Department 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.
32. 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 the Department of Environmental Resources Management.
33. No material shall be removed from the premises and all excavated material shall be used to improve the property described in the application.
34. That the use of explosives shall be strictly prohibited in connection with the lake excavation operation.
35. That the hours of the lake excavation operation shall be controlled by the Director, except that the applicant shall be permitted to operate Monday through Sunday, from sunrise to sunset.
36. That the lake excavation operation shall be carried on continuously and expeditiously so that the entire project will be completed within nine (9) months from the date of permit issuance for the proposed lake excavation.
37. 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.
38. 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.

39. That the applicant obtain an excavation use permit from and promptly renew the same annually with the Department, upon compliance with all terms and conditions, the same subject to cancellation upon violation of any of the conditions.
40. 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.
41. All excavations shall be posted every 50 feet with warning signs a minimum of 18" x 18" in size.
42. That a hedge, 3' high at time of planting, be installed along both sides of the guardrail proposed on those portions of the lake fronting on a right-of-way.
43. That the applicant complies with all applicable conditions and requirements of the Miami-Dade County Department of Environmental Resources Management (DERM).
44. That the applicant complies with all applicable conditions and requirements of the Miami-Dade County Public Works Department.

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, that the modified approval of the request to waive zoning and subdivision requirements for section line roads to be 80' in width; to permit 25' of dedication on the north half of theoretical S.W. 232 Street (Item #6) is predicated on the following:

- A. That there are special circumstances affecting the property and that the strict application of the provisions of this chapter would deprive the applicant of the reasonable use of his land.

- B. That the variance is necessary for the preservation and enjoyment of a substantial property right of the applicant.
- C. That the granting of the variance will not be detrimental to the public welfare or injurious to the other property in the territory in which the property is situated.

BE IT FURTHER RESOLVED that Resolution No. CZAB15-19-0 remains in full force and effect.

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.

THIS RESOLUTION HAS BEEN DULY PASSED AND ADOPTED this 18th day of November, 2004, and shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

No. 03-1-CZ15-6
ej

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida
By **KAY SULLIVAN**
Deputy Clerk

THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON THE 10TH DAY OF DECEMBER, 2004.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Deputy Clerk's Name, 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 Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-41-04 adopted by said Board of County Commissioners at its meeting held on the 18th day of November, 2004.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 10th day of December, 2004.



Earl Jones, Deputy Clerk (3230)
Miami-Dade County Department of Planning and Zoning

SEAL

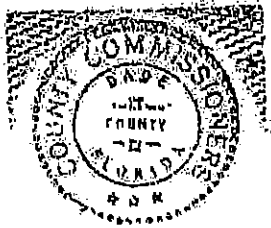


EXHIBIT 9

FUTURE LAND USE

LAND USE PLAN MAP - "LOW DENSITY"



EXHIBIT 10

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS
Crystal Cay Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the Crystal Cay Community Development District ("District" or "CDD") and other affiliated and participating companies ("Petitioner") are planning a 60.31+/- acre residential community, ("Project"), located north of Silver Palm Drive (SW 232 Street), south of Black Creek Canal, west of SW 97th Avenue and east of SW 107th Avenue, in unincorporated Miami-Dade County ("County"), Florida.

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

1.2 Scope of the Analysis

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

"That the process of establishing such a district pursuant to uniform general law shall be fair and 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)."

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, to the 60.31+/- acres comprising the Project. The current development plan for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

**Table 1. Crystal Cay Community Development District
Development Program**

<i>Land Uses</i>	<i>Number of units</i>
Single Family	64
Townhomes	168

1.3 Requirements for Statement of Estimated Regulatory Costs.

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

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

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

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

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

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

(e) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, *Fla.Stat.* The 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.

(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)[of Section 120.541, *Fla.Stat.*] and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

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

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

As noted above, the proposed District will provide Infrastructure and related services to the 60.31+/- acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operation and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of the residential units within the District.

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

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

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres. Therefore, the County will review and act upon the petition to establish the District.

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

districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County

This petition to establish the District will require the County to review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission. The boundaries of the District are located within unincorporated Miami-Dade County.

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

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

4.2 Impact on State and Local Revenues

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

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

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

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

Table 2. Proposed Facilities and Services

<i>Facility</i>	<i>Funded By</i>	<i>O&M By</i>	<i>Ownership</i>
Stormwater Management System	District	District	District
Water Distribution System	District	County	County
Wastewater Collection System	District	County	County
Roadway Improvements	District	County/District	County/District

Petitioners have estimated the costs for providing the Improvements as outlined in Table 2, and such costs are shown in Table 3. Total costs for this Infrastructure are estimated to be approximately \$7,812,000. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

**Table 3. Summary of Estimated Capital Costs for Proposed
Crystal Cay Community Development District**

<i>Infrastructure</i>	<i>Total</i>
Stormwater Management System	\$ 1,825,000
Water Distribution System	\$ 1,438,000
Wastewater Collection System	\$ 957,000
Roadway Improvements	\$ 3,592,000
Total	\$ 7,812,000

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bonds. In addition to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

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

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products

beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

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

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer bank loans.

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

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

The development is located in unincorporated Miami-Dade County. As of the Census date, the 2010 Census, the Miami-Dade County has a population in excess of 75,000 people. Therefore, the proposed District is not located in a County defined as a "small county", according to Section 120.52, Fla. Stat..

7.0 Any additional useful information.

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

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a special taxing district under Chapter 189, F.S. This alternative could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

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

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused

unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other County responsibilities.

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

**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FLORIDA STATUTE CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	When issued

EXHIBIT 11

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in 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 Crystal Cay Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner includes 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 an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$49,500 FOR A SINGLE FAMILY UNIT AND \$42,090 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$1,650 FOR SINGLE FAMILY UNIT AND \$1,403 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$30,347 FOR A SINGLE FAMILY UNIT AND \$25,804 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL

ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$49,500 FOR A SINGLE FAMILY UNIT AND \$42,090 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$1,650 FOR SINGLE FAMILY UNIT AND \$1,403 FOR A TOWNHOME UNIT. IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$30,347 FOR A SINGLE FAMILY UNIT AND \$25,804 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE

AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

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

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

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the effective date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during

applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

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

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE]

DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

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

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$49,500 FOR A SINGLE FAMILY UNIT AND \$42,090 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$1,650 FOR SINGLE FAMILY UNIT AND \$1,403 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$30,347 FOR A SINGLE FAMILY UNIT AND \$25,804 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

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

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

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

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%)

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

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

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

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

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

1.5 Additional Disclosure through District Sign

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

CRYSTAL CAY COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE CRYSTAL CAY 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 CRYSTAL CAY COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN CRYSTAL CAY. A PURCHASER OF PROPERTY IN CRYSTAL CAY 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 CRYSTAL CAY 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 CRYSTAL CAY 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, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the 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

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 Mayor or Designee, or the assistant in charge of the office in the County Mayor's or Designee'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.

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IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 4th day of October, 2019.

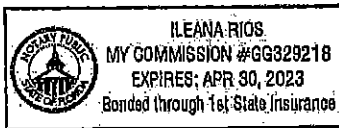
OWNER:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: VP

STATE OF FL
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 4 day of October, 2019, by Greg McPherson, as VP of LENNAR HOMES, LLC, a Florida limited liability company. He is personally known to me [] or produced _____ as identification.



Ileana Rios
Notary Public, State of Florida at Large
Print Name: Ileana Rios
My commission expires: 04-30-2023

Exhibit A

LEGAL DESCRIPTION

LEGAL DESCRIPTION:

All of the SE-1/4 of the SW-1/4 and all of the SW-1/4 of the SE-1/4 and all of the SE-1/4 of the SE-1/4 of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-North), in Dade County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N00^{\circ}57'06''W$, along the West Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 1334.51 feet to the Northwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N89^{\circ}16'31''E$, along the North Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 213.56 feet to its intersection with the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears $N46^{\circ}54'23''E$; the next described six (6) courses and distances being along the Southwesterly Right-of-Way of Black Creek Canal (C-1), as shown on Plat Book 124, Page 83, of the Public Records of Miami-Dade County, Florida: 1) thence Southeasterly along the arc of said curve, having for its elements a radius of 760.00 feet, through a central angle of $47^{\circ}47'40''$ for an arc distance of 633.97 feet to a point of tangency; 2) thence $N89^{\circ}06'43''E$ for a distance of 415.95 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 3) thence Southeasterly along the arc of said curve, having for its elements a radius of 970.00 feet, through a central angle of $26^{\circ}14'57''$, for an arc distance of 444.39 feet to a point of tangency; 4) thence $S64^{\circ}38'20''E$ for a distance of 857.48 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 5) thence Southeasterly along the arc of said curve, having for its elements a radius of 590.00 feet, through a central angle of $42^{\circ}02'55''$ for an arc distance of 432.99 feet to a point of tangency; 6) thence $S22^{\circ}35'24''E$ for a distance of 330.73 feet; thence $S89^{\circ}22'47''W$, along the South Line of said Section 17 for a distance of 1468.19 feet to the Southeast Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence continue $S89^{\circ}22'47''W$, along the last described line for a distance of 1330.42 feet to the POINT OF BEGINNING.

Containing 2,627,100.94 Square Feet or 60.31 Acres more or less.

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family	\$1,650.00	\$420.00	\$2,070.00
Townhome	\$1,403.00	\$420.00	\$1,823.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family	\$315.00	\$105.00	\$137.50
Townhome	\$315.00	\$105.00	\$116.92

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	\$30,347.00	\$49,500.00
Townhome	\$25,804.00	\$42,090.00

PURCHASERS INITIALS

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1. The District. All of the residential dwelling units ("**Dwelling Units**") in Crystal Cay Community (the "**Development**") are also located within the boundaries of the Crystal Cay Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

_____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

_____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

_____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non ad valorem special assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

_____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,650 for a single family unit (approximately \$137.50 per month) and \$1,403 for a townhome unit (approximately \$116.92 per month), which sum shall be payable annually for the term of the

Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately \$49,500 for a single family unit and \$42,090 for a townhome unit.

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$420 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 B to the Ordinance"

Legal Description

LEGAL DESCRIPTION:

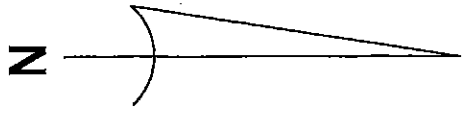
All of the SE-1/4 of the SW-1/4 and all of the SW-1/4 of the SE-1/4 and all of the SE-1/4 of the SE-1/4 of Section 17, Township 56 South, Range 40 East, lying Southerly and Westerly of the right-of-way of Black Creek Canal (C-North), in Dade County, Florida, being more particularly described as follows:

Begin at the Southwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N00^{\circ}57'06''W$, along the West Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 1334.51 feet to the Northwest Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence $N89^{\circ}16'31''E$, along the North Line of the Southeast 1/4, of the Southwest 1/4 of said Section 17 for a distance of 213.56 feet to its intersection with the arc of a circular curve to the left, concave to the Northeast, a radial line from said point bears $N46^{\circ}54'23''E$; the next described six (6) courses and distances being along the Southwesterly Right-of-Way of Black Creek Canal (C-1), as shown on Plat Book 124, Page 83, of the Public Records of Miami-Dade County, Florida: 1) thence Southeasterly along the arc of said curve, having for its elements a radius of 760.00 feet, through a central angle of $47^{\circ}47'40''$ for an arc distance of 633.97 feet to a point of tangency; 2) thence $N89^{\circ}06'43''E$ for a distance of 415.95 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 3) thence Southeasterly along the arc of said curve, having for its elements a radius of 970.00 feet, through a central angle of $26^{\circ}14'57''$, for an arc distance of 444.39 feet to a point of tangency; 4) thence $S64^{\circ}38'20''E$ for a distance of 857.48 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 5) thence Southeasterly along the arc of said curve, having for its elements a radius of 590.00 feet, through a central angle of $42^{\circ}02'55''$ for an arc distance of 432.99 feet to a point of tangency; 6) thence $S22^{\circ}35'24''E$ for a distance of 330.73 feet; thence $S89^{\circ}22'47''W$, along the South Line of said Section 17 for a distance of 1468.19 feet to the Southeast Corner of the Southeast 1/4, of the Southwest 1/4 of said Section 17; thence continue $S89^{\circ}22'47''W$, along the last described line for a distance of 1330.42 feet to the POINT OF BEGINNING.

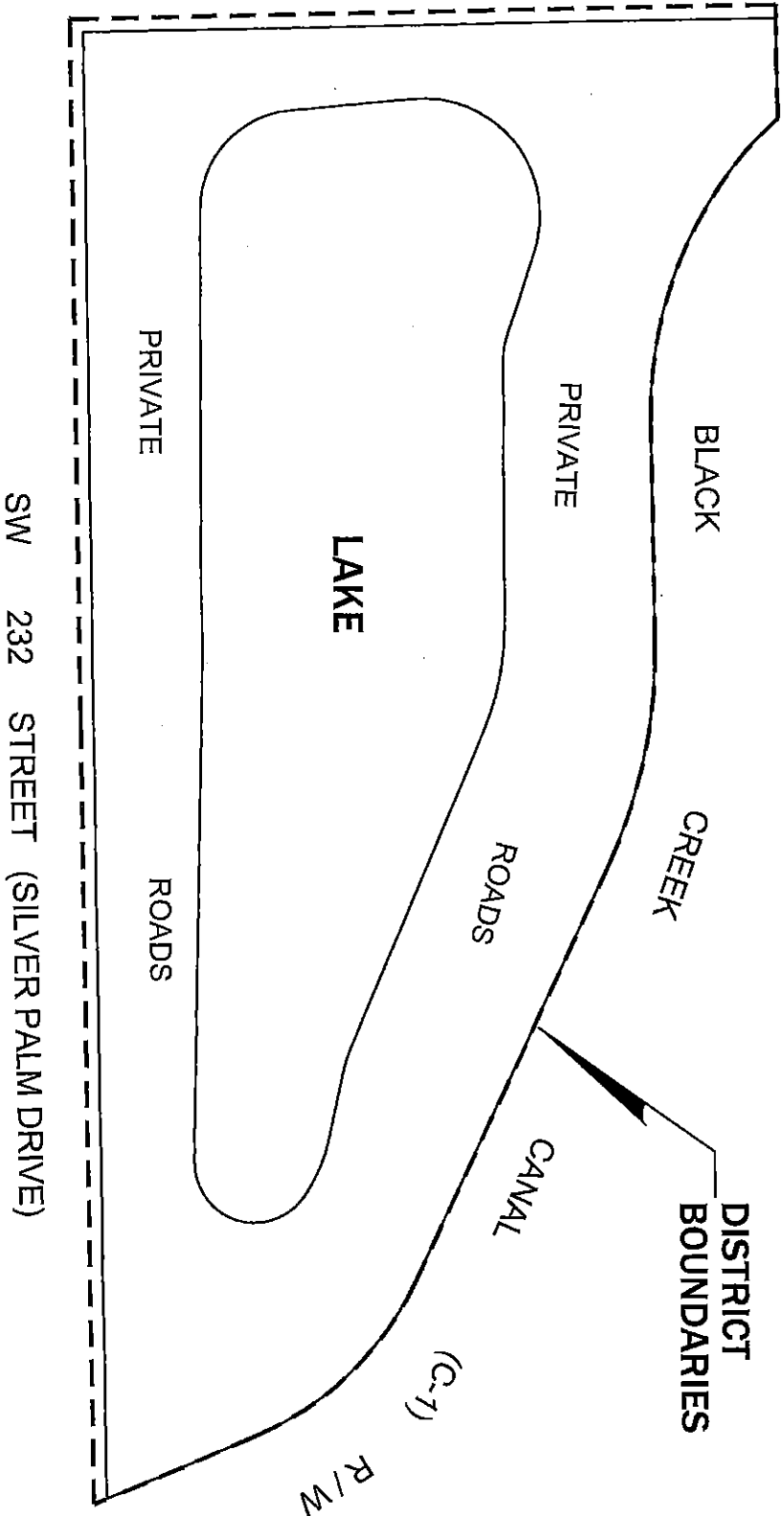
Containing 2,627,100.94 Square Feet or 60.31 Acres more or less.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



SW 104 AVENUE



06

CRYSTAL CAY

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "C" TO THE ORDINANCE
(Boundaries and Geographical Location Sketch)

(COMM. 0008)
SECTION: 17 - 56 - 40