

Date:	(Public Hearing scheduled for 12-1-20) October 20, 2020	
То:	Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners	Agenda Item No. 5(A) (12-1-20)
From:	Carlos A. Gimenez Manager Mayor	
Subject:	Ordinance Creating the Silver Palms West Community Development District	

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance creating the Silver Palms West 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 Silver Palms West 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 Silver Palms West 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 Silver Palms West 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 private roads that are to be maintained by a Homeowners' Association (HOA) or the Silver Palms West CDD. A Special Taxing District will be created to maintain the development's infrastructure, such as private roadways, private area 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.

Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners Page 2

Background

Lennar Homes, LLC, ("Petitioner"), one of the owners of the Silver Palms West Development, has filed an application to create the Silver Palms West CDD in connection with said development. Silver Palms West Development is a proposed 78 acre residential development lying wholly within the County, in an area bounded by SW 117 Avenue on the east, SW 248 Street on the south, SW 120 Avenue on the west, and theoretical SW 238 Street on the north. The Silver Palms West CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Silver Palms West CDD. The development plan for the lands within the proposed Silver Palms West CDD includes construction of 182 single-family units, 253 villa units, and 217 townhomes units with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately \$19.112 million. This development has private roads that are to be maintained by a HOA or the Silver Palms West 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 will pay 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 Silver Palms West 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 Acting Chairwoman Rebeca Sosa and Members, Board of County Commissioners

DATE: December 1, 2020

FROM: Geri Bonzon-Keenan Successor County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

	"3-Day Rule" for committees applicable if raised 6 weeks required between first reading and public hearing	
	4 weeks notification to municipal officials required prior to public hearing	
	Decreases revenues or increases expenditures without balancing budget	
	Budget required	
	Statement of fiscal impact required Statement of social equity required	
	Ordinance creating a new board requires detailed County Mayor's report for public hearing	
\checkmark	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	Agenda Item No. 5(A)
Veto		12-1-20
Override		

ORDINANCE NO.

ORDINANCE GRANTING PETITION OF LENNAR HOMES, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY THEORETICAL SW 238 STREET, ON THE EAST BY SW 117 AVENUE, ON THE SOUTH BY SW 248 STREET, AND ON THE WEST BY SW 120 AVENUE; CREATING AND ESTABLISHING SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT: PROVIDING FOR NAME, POWERS AND DUTIES: PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFERRED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes,

to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants

the Board of County Commissioners the authority to exercise all powers and privileges granted to

municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(e) of the Florida Constitution provides for exclusive

County Charter authority to establish all governmental units within Miami-Dade County and to provide for their governance and prescribe their jurisdiction and powers; and

WHEREAS, Lennar Homes, LLC, a Florida limited liability company ("Petitioner") has petitioned for the establishment of the Silver Palms West 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 September 17, 2020, 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 MonzonRaisa KrauseMaria Carolina HerreraTeresa BalujaCarmen Beatriz Orozco

Section 5. The name of the District shall be the "Silver Palms West 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 Silver Palms West 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.

<u>Section 13.</u> 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





Date: September 17, 2020

To: Melissa Adames, Division Chief Office of the Clerk of the Board Attn: Keith Knowles

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

Subject: Silver Palms West Community Development District – Creation

The attached petition was submitted by Silver Palms West 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 Statute Chapter 190 and Miami-Dade County Policy.

The filing date of record is September 17, 2020.

Attachment

c: Michael Mastrucci Assistant County Attorney

"EXHIBIT A to the Ordinance"

PETITION TO CREATE SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT

Dated: September 17, 2020

PETITION TO ESTABLISH SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT

July 2020

<u>PETITION TO ESTABLISH SILVER PALMS WEST</u> <u>COMMUNITY DEVELOPMENT DISTRICT</u>

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. <u>Petitioner and Authorized Agent:</u> 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 78 +/- 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. <u>Property Owners Consent:</u> Attached hereto as Composite Exhibit 3 is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District.

5. <u>Initial Governing Board</u>: 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 Silver Palms West Community Development District.

7. <u>Water and Sewer Lines:</u> 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. <u>Timetables and Construction Costs</u>: 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. **Future Land Use:** The land within the District is currently zoned Estate Density Residential and Low Density Residential, respectively and is in the process of re-zoning to lowmedium density residential. The comprehensive development master plan was recently amended,

as set forth in the approval attached hereto as **Exhibit 8**. The proposed residential land uses for the District are consistent with the state comprehensive plan and Miami-Dade County Comprehensive Plan, as amended.

10. <u>Statement of Estimated Regulatory Costs</u>: 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 9**.

11. <u>**Rights to be Granted the District:**</u> 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. <u>Declaration of Restrictive Covenants</u>: Attached hereto as **Exhibit 10** 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. **<u>Responsibility for Landscape Maintenance in the Public-Rights-of-Way:</u> 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. **<u>Reasons for the Establishment of the District:</u>** 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 <u>14</u> day of <u>May</u>, 2020.

LENNAR HOMES, LLC, a Florida limited liability company By: Name: Title: ersor M rer

EXHIBIT 1 LOCATION



EXHIBIT 2

METES AND BOUNDS DESCRIPTION





COMPOSITE EXHIBIT 3

OWNERSHIP AND CONSENT OI AFRIDAVIT SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT

On this 69 day of AWALY , 2010 personally appeared before me, Andres Casallas, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says: *

Affiant is the Trustee of Andres Casallas, as Trustee of the ACA Family Revocable Trust, 1. dated 5/22/17 (the "Trust").

The Trust is the owner of the Parcel 1 of the following described property, to wit:

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

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

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

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

Andres Casallas, as Trustee of the ACA Family Revocable Trust, dated /2

By: Name: Andres Casallas Title: Trustee

COUNTY OF

5.

The foregoing instrument was acknowledged before me this day of JAWAN Andres Casallas, Andres Casallas, as Trustee of the ACA Family Revocable Trust, dated 5/22/17. He is FLIDO as identification, BY PHYSICAL PRESERCE personally known to me [] or produced

0\$05, YS. Bull services Aug. 27, 2020 Commissions GO 7043 onend repired for is solicing theon COFA制:IG NADROM

Notary Public MAN Typed, printed or stamped name of Notary Public

On this <u>23</u> day <u>of February</u>, 2020, personally appeared before me, Edward Bazewick, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the owner of Parcel 2 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

Elevand Porce By: Name: Edward Bazewick

STATE OF Flor we COUNTY OF MLC

Notary Public

Notary Public State of Flerida Carl Milton Sugarnish My Commission

On this 20th and of <u>SANUAR</u>, 2020, personally appeared before me, Carl Michael Sugarman, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of Carma Farms LLC, a Florida limited liability company (the "Company").

2. The Company is the owner of Parcel 3 of the following described property, to wit: See Exhibit "A" attached hereto (the "Property")

6. 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 Silver Palms West Community Development District (the "Proposed CDD").

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

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

CARMA FARMS LLC, a Florida limited liability company

Carl, Michael Sugarman By:

Name: Carl Michael Sugarman Title: Manager

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of M physical presence or [] online notarization, this 20 day of January, 2020, by Carl Michael Sugarman, as Manager of CARMA FARMS LLC, a limited liability company. He is personally known to me [V] or produced as identification.

otary Public

Typed, printed or stamped name of Notary Public



On this <u>31</u> day of <u>January</u>, 2020, personally appeared before me, Juan Aguerrebere, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Trustee of the Dorta-Duque Family Trust as Manager of OIGO, LLC, a Delaware limited liability company (the "Company").

2. The Company is the owner of Parcels 4-A through 4-N 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 Silver Palms West Community Development District (the "Proposed CDD").

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

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

OIGO, LLC, a Florida limited liability company

By: Juan Aguerrebere as successor Trustee of the Dorta-Duque Family Trust

By: <u>Man lapunken</u> Name: Juan Aguerrebere Title: Manager

STATE OF COUNTY OF Lican

The foregoing instrument was acknowledged before me by means of χ physical presence or [] online notarization, this <u>3</u> day of <u>3</u>, 2020, by Juan Aguerrebere, Juan Aguerrebere as successor Trustee of the Dorta-Duque Family Trust, as Manager of OIGO, LLC, a limited liability company. He is personally known to me [] or produced ∓ 5 as identification.



(B) (D)

On this <u>1</u>³⁴ day of *February*, 2020, personally appeared before me, Silvia Dorta-Duque a/k/a Sylvia Dorta-Duque, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly swom, deposes and says:

1. Affiant is the owner of Parcel 4-O of the following described property, to wit:

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

 Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

13. The Property constitutes all of the reaf property to be included in the Proposed CDD.

Affiant hereby consents to the establishment of the Proposed CDD.

SAN DIEGO COUNTY MY CONW. EXP. JULY 4, 2022

orta-Duque a/k/a Sylvia Dorta-Duque STATEOF COUNTY OF San D. CAP The foregoing instrument was acknowledged before me by means of [9] physical presence or [] nulline notarization, this / day of Formas, 2020, by Silvia Dorta-Duque adva Sylvia Dorta-Duque. She is personally known to me [] or produced $\underline{C40C}$ as identification. Notary Public JON SCOTT COMM. # 2245614 TARY PUBLIC - CALIFORNIA

On this 21 day of 2020, personally appeared before me, Manuel Dorta-Duque, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

 Affiant is the owner of Parcel 4-P and 4-Q of the following described property, to wit: See Exhibit "A" attached hereto (the "Property")

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

By: Name: Manuel Dona-Duque

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of \bigwedge physical presence or [] online notarization, this \bigwedge day of $_$ 2020, by Manuel Dorta-Duque. He is personally known to me \bigwedge or produced $_$ as identification.

Notary Public



On this 4th day of Februard, 2020, personally appeared before me, Silvia Mestre a/k/a Sylvia Mestre, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

Affiant is the owner of Parcel 4-Q of the following described property, to wit: 1. See Exhibit "A" attached hereto (the "Property")

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

- 3. The Property constitutes all of the real property to be included in the Proposed CDD.
- 4. Affiant hereby consents to the establishment of the Proposed CDD.

By: Selvia Mestre Name: Silvia Mestre a/k/a Sylvia Mestre

STATE OF COUNTY OF all'-I

The foregoing instrument was acknowledged before me by means of [\ physical presence or [] personally known to me [] or produced [] ([] (as identification.



SCARLETT RIVAS Commission # GG 917991 Expires September 30, 2023 Bonded Thru Budget Notary Services

Votary Pub

Typed, printed or stamped name of Notary Public

On this 22 day of JANUAR, 2020, personally appeared before me, Jeanette F. Young, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Trustee of the Jeanette M. Young, as Trustee of the Winniefred M. Young Trust, dated May 6, 2016 (the "Trust").

2. The Trust is the owner of Parcel 5 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 Trust, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West 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 Trust, hereby consents to the establishment of the Proposed CDD.

Jeanette M. Young, as Trustee of the Winniefred M. Young Trust, dated May 6, 2016

By: Name: Jeanette F. Title: Trustee

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of $[\cdot]$ physical presence or $[\cdot]$ online notarization, this <u>ZZday of</u>, <u>2Zday of</u>, 2020, by Jeanette F. Young, Trustee, Jeanette F. Young, as Trustee of the Winniefred Young Trust dated May 6, 2016. She is personally known to me [] or produced <u>GATL</u> as identification.

Public Gordon

Typed, printed or stamped name of Notary Public



On this 10^{h} day of 2000, personally appeared before me, Andres Casallas, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice-President of INCA INVESTMENTS, INC., a Florida corporation (the "Company").

2. The Company is the owner of Parcel 6 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 Silver Palms West 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.

INCA INVESTMENTS, INC., a Florida corporation By: Name: Andres Casallas Title: Vice-President STATE OF COUNTY OF D. The foregoing instrument was acknowledged before me this day of by by Andres Casallas, as Vice-President of INCA INVESTMENTS **JNG** a Florida corporation. He is as identification, FL BI personally known to me [X] or produced 101 PHYSICA VILESENCE Notary Public MORGAN DEMARCO Notary Public, State of Florida Typed, printed or stamped name of Notary Public Commission/ GO 7843 My comm. expires Aug. 27, 2020

On this <u>I</u> day of <u>J</u> 2020, personally appeared before me, Manuel Dorta-Duque, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of MOFONGO HOLDINGS, LLC, a Florida limited liability company (the "Company").

2. The Company is the owner of Parcel 7 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 Silver Palms West Community Development District (the "Proposed CDD").

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

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

MOFONGO HOLDINGS, LLC, a Florida limited liability company

Name: Manuel Dona-Duque Title: Manager

STATE OF FLOUR COUNTY OF Seconi -D

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The foregoing instrument was acknowledged before me by means of X physical presence or [] online notarization, this 21 day of <u>Scurran</u>, 2020, by Manuel Dorta-Duque, as Manager of MOFONGO HOLDINGS, LLC, a limited liability company. He is personally known to me X or produced ______as identification.

Notary Public

Typed, printed or stamped name of Notary Public



On this 1 day of 3 day of 3

1. Affiant is the owner of Parcel 8 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

By: Name: Vicent Garcia Costa

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of [physical presence or [] online notarization, this 15 day of 2020, by Vicent Garcia Costa. She is personally known to me [1] or produced as identification.

ROGER BOSCH HERNANDEZ Commission # FF 966651 Notary P My Commission Expires March 01, 2020 yped, printed or stamped name of Notary Public

On this $\underline{/}$ day of $\underline{/}$ day $\underline{/}$, 2020, personally appeared before me, Lubaina Hatim Patwa-Costa, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the owner of Parcel 8 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

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Bv: Name: Lubaina Hatvn Patwa-Costa

lorida D. J.C. STATE OF COUNTY OF

The foregoing instrument was acknowledged before me by means of [4] physical presence or [] online notarization, this $\frac{1}{2}$ day $\frac{1}{2}$ $\frac{1}{2}$, 2020, by Lubaina Hatim Patwa-Costa. She is personally known to me [] or produced ______ as identification.



Notary Public Typed, printed or stamped name of Notary Public

On this $\underline{14}$ day of \underline{May} , 2020, personally appeared before me, Greg McPherson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice-President of LENNAR HOMES, LLC, a Florida limited liability company (the "Company").

2. The Company is the owner of Parcel 9-A 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 Silver Palms West Community Development District (the "Proposed CDD").

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

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

LENNAR HOMES, LLC, a Florida limited liability company

By: Name: Greg McPherson Title: Vice-President

STATE OF 🕇 COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by means of \mathcal{A} physical presence or [] online notarization, this \mathcal{A} day of $\mathcal{M} \mathcal{A} \mathcal{A}$, 2020, by Greg McPherson, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company. He is personally known to me \mathcal{A}] or produced as identification.

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Notary Public Ileanor Rios
On this $\underline{\mathcal{S}}$ day of $\underline{\mathcal{TANVMM}}$, 2020, personally appeared before me, Jorge Ignacio Canals, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the President of JMP INVESTMENTS UNLIMITED, INC., a Florida corporation (the "Company").

2. The Company is the owner of Parcels 10 and 11 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 Silver Palms West Community Development District (the "Proposed CDD").

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

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

JMP INVESTMENTS UNLIMITED, INC., a Florida corporation

By: Name: Jorge Ignacio Title: President

STATE OF FOUND Dade

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of <u>TANVAN</u> 2020, by Jorge Ignacio Canals, as President of JMP INVESTMENTS UNLIMITED, INC., a Florida corporation. He is personally known to me [1] or produced as identification.



Notary Public

Typed, printed or stamped name of Notary Public

On this 10 day of 300 day of 300, 2020, personally appeared before me, Blair G. Donaldson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the owner of Parcel 12 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

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Blas Dondan By:

Name: Blair G. Donaldsor

STATE OF Floride COUNTY OF Migmi Dade

The foregoing instrument was acknowledged before me by means of \mathcal{P} (physical presence or [] online notarization, this $\underline{40}$ day of $\underline{1anvay}$, 2020, by Blair G. Donaldson. He is personally known to me (\mathcal{N} or produced ______ as identification.



Notary Public

Typed, printed or stamped name of Notary Public

On this 10 day of 3000, 2020, personally appeared before me, Debra Ann Weworski, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the owner of Parcel 12 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

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Debuonn hlevosla By:

STATE OF

The foregoing instrument was acknowledged before me by means of \mathcal{P} ; physical presence or [] online notarization, this 10 day of 1000 y, 2020, by Debra Ann Weworski. She is personally known to me \mathcal{P} or produced ______ as identification.



Notary Public

Typed, printed or stamped name of Notary Public

Name: Debra Ann Weworski

On this 3^{Cl} day of $\overline{\text{January}}$, 2019, personally appeared before me, Amauri Fernando Lopez, an officer duly authorized to administer on the and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the owner of Parcel 13 of the following described property, to wit:

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

2. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Silver Palms West Community Development District (the "Proposed CDD").

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

4. Affiant hereby consents to the establishment of the Proposed CDD.

By: Name: Amauri Fernando Lopez

STATE OF COUNTY OF

The foregoing instrument was acknowledged before me this 3 day of Toward, 2019, by Amauri Fernando Lopez. He is personally known to me [X] or produced ______ as identification. Who was physically present.

20

Notary Public

John P. Maas

Typed, printed or stamped name of Notary Public

JOHN P. MAAS tate of Florida - Notary Public Commission # GG 16236 Comm. Expires 10-17-2020 **Bonded Through** National Notary Assn.

Exhibit "A" to Affidavit

Legal description of Property

ALL THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

A portion of the East 1/2 of the Southeast 1/4 of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 00°37'17" West along the East line of the Southeast 1/4 of said Section 24 for 422.95 feet to a point on the South line of the North 902.55 feet of the Southeast 1/4 of said Section 24; thence run South 88°18'35" West along the last described line for 1009.77 feet to the Point of Beginning; thence continue South 88°18'35" West along the East 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the East 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the last described line for 757.83 feet to a point on the South line of the North 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 88°09'37" East along the last described line for 330.52 feet; thence run North 00°43'53" West for 756.98 feet to the Point of Beginning.

PARCEL 2:

The Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, Less the West 25 feet thereof, as per Right-of-way Deed recorded in Official Records Book 12727, Page 2153, of the Public Records of Miami-Dade County, Florida.

PARCEL 3:

The Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-A:

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-B:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-C:

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the South 25.00 feet and also less the West 25.00 feet and also less the East 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

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PARCEL 4-D:

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-E:

The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-F:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet and also less the South 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-G:

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-H:

The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the East 25 feet, as per Right-of-way Deed recorded in Official Records Book 11020, Page 2476, of the Public Records of Miami-Dade County, Florida.

PARCEL 4-I:

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-J:

The Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 10557, Page 734, and Deed recorded in Official Records Book 10780, Page 2407, all in the Public Records of Miami-Dade County, Florida.

PARCEL 4-K:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the East 35.00 feet and also less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-L:

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-M:

The Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-N:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, less the West 25.00 feet and the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. ALSO LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 13163, Page 1204, Public Records of Miami-Dade County, Florida.

PARCEL 4-O:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-P:

The North 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, recorded in Official Records Book 9562, Page 1382, Public Records of Miami-Dade County, Florida.

PARCEL 4-Q:

The South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 11244, Page 936, of the Public Records of Miami-Dade County, Florida.

PARCEL 5:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT: All that portion conveyed to Miami-Dade County, by virtue of Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1384, all in the Public Records of Miami-Dade County, Florida.

PARCEL 6:

The East 510.00 feet of the SW 1/4 of SE 1/4 of SE 1/4, less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 7:

East 1/2 of the SE 1/4 of the SW 1/4 of the SE 1/4, and SW 1/4 of SE 1/4 of SE 1/4, less the East 510.00 feet thereof, and less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 8:

The Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 13090, Page 3034, of the Public Records of Miami-Dade County, Florida, lying and being in Miami-Dade County, Florida.

PARCEL 9-A:

A portion of the East 1/2. of the East 1/2. of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida being more particularly described as follows:

Begin at the Southwest corner of the East 1/2 of the N.E. 1/4 of said Section 24; thence run N00°54'25"W along the West line of the East 1/2. of the N.E. 1/4 of said Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the N.E. 1/4 of said Section 24: thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the East 1/2 of the N.E.1/4 of said Section 24; thence run S00°54'25"E along the last described line for 39.46 feet to a point curvature; thence run Southeasterly, Easterly and Northeasterly along the arc of a circular curve to the left, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for a distance of 63.38 feet to a point of cusp with the South line of the North 40 feet of the East 1/2, of the S.E. 1/4 of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence run S36°05'36"E for 15.90 feet to a point of intersection with a circular curve, whose radius point bears S36°05'36"E from said point of intersection; thence run Southwesterly, Southerly and Southeasterly along the arc of a circular curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for a distance of 71.50 feet to a point of tangency; thence run S00°42'48"E for 487.62 feet to a point of curvature; thence run Southeasterly along the arc of a circular curve to the left having

for its elements a radius of 75.00 feet and a central angle of 50°11'37" for 65.70 feet; thence run S39°05'35"W, radial to the last described curve, for 24.05 feet; thence run SO1°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the East 1/2 of the S.E. 1/4. of said Section 24 (the last 11 courses being along the South boundary of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida, and the West boundary of SILVER PALM SOUTHWEST, according to the plat thereof, as recorded in Plat Book 166, at Page 74, of the Public Records of Miami-Dade County, Florida); thence run S88°18'35"W along the South line of the North 902.55 feet of the East 1/2. of the S.E. 1/4 of said Section 24 for 278.33 feet to a point on the West line of the East 1/2 of the S.E. 1/4 of said Section 24; thence run N00°42'48"W along the last described line for 902.68 feet to the POINT OF BEGINNING.

Parcel 10:

The South One-Half (S. 1/2) of the North One-Half (N. 1/2) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 11:

The Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the South 65 feet and the East 35 feet thereof, and also less the South 590 feet of the East 414 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 12:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the West 25.00 feet thereof, as set forth in Quitclaim Deed recorded March 2, 1990, in Official Records Book 14452, Page 1806, Public Records of Miami-Dade County, Florida.

Parcel 13:

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the West 25 feet thereof, Section 24, Township 56 South, Range 39 East, Public Records of Miami-Dade County, Florida.

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Yadira Monzon Raisa Krause 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) Master of Business Administration

Florida International University (FIU) Bachelor of Accounting Dean's List

Miami Dade College (MDC) Associate in Arts Accounting

Work Experience

Lennar Homes Sr. Staff Accountant Miami, FL May 2014 - Present

Miami, FL January 2011 - December 2013

> Homestead, FL May 2007 - Dec 2010

Miami, FL 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

Property Manager

Miami, FL 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

Raisa Krause

Property Manager at Lennar Homes 730 NW 107 Ave, 3rd Floor Miami, Florida, 33172 Tel: 305-485-2069

Employment:

Lennar Homes Property Manager Miami Dade and Broward	2015- Present
Tan V Tanning District Manager	2009-2014
Education:	
FIU- Bachelors in Marketing	2011
CAM License (Current)	2016

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	2018 -Present

2008-2009

1997-2002

Education:

University of Miami- School of Business MBA

Real Estate industry, Property Management, Contracts

Universidad del Rosario-Law School Attorney, Bogota, Colombia

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

2007-2013

Current Employment:

Lennar Homes

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

Lennar Homes

Director of Property Management for SE Region2013 – PresentReal Estate Industry, Property Management, Contracts2013 – Present

Education:

FIU- Bachelors in Elementary Education2006CAM License2010

CAM License (Current)

CARMEN BEATRIZ OROZCO

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

EMPLOYMEN	Τ	
2017-Present	resent 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	4
2013-2014	Receptionist, Lennar Homes Southeast Florida Division	÷ ° .

EDUCATION	، مور مور مرکز کرد. مرکز کرد	174912 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 1947 - 194	122 00.460k.2%
2019	BAS in Supervision & Management , Miami Dade College		

COMPOSITE EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS







PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	Start Date	Completion Date
Stormwater Management System	June, 2021	November, 2021
Water Distribution System	May, 2021	October, 2021
Wastewater Collection System	April, 2021	September, 2021
Roadway Improvements	September, 2021	January, 2022

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	Costs:
Stormwater Management System	\$5,607,344
Water Distribution System	\$3,151,130
Wastewater Collection System	\$2,817,964
Roadway Improvements	\$7,536,087

Total Estimated Costs:

\$19,112,525

LAND USE APPROVAL

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

Memorandum



	(Public Hearing 10-30-19)
Date:	April 11, 2019
	Agenda Item No. 7(D)
To:	Honorable Chairwoman Audrey M. Edmonson
	and Members, Board of County Captinissioners
From:	Carlos A. Gimenez Ordinance No. 19-105
	Mayor County
Subject:	Ordinance for Application No. 6 in the October 2018 Cycle Applications to Amend
land genetics - Add Dar Clans	the Comprehensive Development Master Plan

The attached ordinance addresses a Comprehensive Development Master Plan private application that under Rule 5.05(b)(1) of the Board is exempt from Commission sponsorship. The staff analysis and fiscal impact statement for this application are discussed in a separate report that appears on this agenda, which, together with this ordinance, were prepared by the Department of Regulatory and Economic Resources.

61

Jack Osterholt Deputy Mayor



MEMORANDUM (Revised)

TO: Honorable Chairwoman Audrey M. Edmonson and Members, Board of County Commissioners FROM: Anigail Price-Williams County Attorney

DATE: C

October 30, 2019

SUBJECT: Agenda Item No. 7(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
<u>/</u>	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. 7(D) 10-30-19

ORDINANCE NO. 19-105

ORDINANCE RELATING TO MIAMI-DADE COUNTY COMPREHENSIVE DEVELOPMENT MASTER PLAN; PROVIDING DISPOSITION OF STANDARD APPLICATION NO. 6 (CDMP20180020), LOCATED BETWEEN SW 120 AVENUE AND SW 117 AVENUE AND BETWEEN THEORETICAL SW 238 STREET AND SW 248 STREET, FILED BY LENNAR HOMES, LLC, IN OCTOBER 2018 CYCLE TO AMEND THE COUNTY'S COMPREHENSIVE DEVELOPMENT MASTER PROVIDING PLAN; SEVERABILITY, EXCLUSION FROM THE CODE, AND AN **EFFECTIVE DATE**

WHEREAS, pursuant to Chapter 163, Part II, Florida Statutes, the Miami-Dade Board of County Commissioners ("Board") adopted the Miami-Dade County Comprehensive Development Master Plan ("CDMP") in 1988; and

WHEREAS, the Board has provided a procedure, codified as Section 2-116.1 of the

Code of Miami-Dade County, Florida, to amend, modify, add to, or change the CDMP; and

WHEREAS, Miami-Dade County's procedures reflect and comply with the procedures

for adopting or amending local comprehensive plans as set forth in Chapter 163, Part II, Florida

Statutes; and

WHEREAS, applications to amend the CDMP may be filed with the Planning Division of the Department of Regulatory and Economic Resources ("Department") by private parties or by the County; and

WHEREAS, Application No. 6 was filed by a private party in the October 2018 Cycle of Applications to amend the CDMP ("October 2018 CDMP Amendment Cycle") and is contained in the document titled "October 2018 Applications to Amend the Comprehensive Development Master Plan," dated December 2018, and kept on file with and available upon request from the Department; and

WHEREAS, as required by Section 2-116.1, the Department issued its initial recommendations addressing the October 2018 Cycle standard applications in a report titled "Initial Recommendations October 2018 Applications to Amend the Comprehensive Development Master Plan," dated March 2019, and kept on file with and available upon request from the Department; and

WHEREAS, the directly impacted Community Council and the Planning Advisory Board, acting as the Local Planning Agency, have acted in accordance with the applicable State and County procedures and have conducted public hearings and issued a recommendations for the disposition of Application No. 6; and

WHEREAS, the Planning Advisory Board, acting as the Local Planning Agency, has acted in accordance with the applicable State and County procedures and has conducted a public hearing and issued a recommendation for the disposition of Application No. 6; and

WHEREAS, at the public hearing conducted to address transmittal of the October 2018 Cycle standard applications to the State Land Planning Agency and other state and regional agencies ("reviewing agencies"), the Board by resolution, transmitted Application No. 6 to the reviewing agencies; and

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WHEREAS, the Board must take final action to adopt, adopt with change, or not adopt Application No. 6 to amend the CDMP no later than forty five (45) days after receipt of written comments from the reviewing agencies addressing transmitted applications, unless a greater time period is deemed necessary by the Director of the Department, pursuant to Section 2-116.1(4)(a) of the Code of Miami-Dade County, Florida; and

WHEREAS, the approval of an amendment to the CDMP does not assure favorable action upon any application for zoning or other land use approval but is part of the overall land use policies of the County; and

WHEREAS, this Board has conducted the public hearings required by the referenced procedures preparatory to enactment of this ordinance,

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

<u>Section 1.</u> All matters set forth in the preamble are found to be true and are hereby incorporated by reference as if set forth verbatim and adopted.

<u>Section 2</u>. This Board hereby takes action on Application No. 6 filed for review during the October 2018 CDMP Amendment Cycle, as follows:

Application Number	Applicant/Representative Location and Size Requested Amendments to the CDMP Land Use Plan Map or Text	Final Action
6	Lennar Homes, LLC/ Juan J. Mayol, Jr., Esq., Hugo P. Arza, Esq., and Pedro Gassant, Esq., Holland and Knight LLP	Adopt with Additional Change and with
	Between SW 120 Avenue and SW 117 Avenue and between theoretical SW 238 Street and SW 248 Street / (±86.87 gross acres; ±81.77 net acres)	Acceptance of the Proffered Declaration of Restrictions
	Requested Amendment to the CDMP: 1. Redesignate the application site on the LUP map:	(Additional Change to
	From: "Estate Density Residential (1 to 2.5 dwelling units per gross acre)" and "Low Density Residential (2.5 to 6 dwelling units per gross acre)"	redesignate the application site to "Low Density Residential" on
	To: "Low-Medium Density Residential (6 to 13 dwelling units per gross acre)" and "Business and Office"	±50.26 acres; "Low-Medium Density Residential" on
	2. Add the proffered Declaration of Restrictions to the Restricted Table in Appendix A of the CDMP Land Use Element, if accepted by the Board of County Commissioners.	±45.49 acres and to "Business and Office" on ±5.61 acres, as requested by the applicant)
	Standard Amendment	cy ine approxim)

Section 3. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected thereby.

<u>Section 4.</u> It is the intention of the Board, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County, Florida.

6

<u>Section 5.</u> Pursuant to Section 163.3184(3)(c)4, Florida Statutes, the effective date of any plan amendment adopted in this ordinance shall be 31 days after the State Land Planning Agency notifies the local government that the plan amendment package is complete, if the amendment is not timely challenged. If timely challenged, the plan amendment shall become effective on the date the State Land Planning Agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on the adopted amendment may be issued or commence before the plan amendment has become effective. If a final order of noncompliance is issued by the Administration Commission, the plan amendment may nevertheless be made effective, subject to the imposition of sanctions pursuant to Section 163.3184(8), Florida Statutes, by adoption of a resolution affirming its effective status, a copy of which resolution shall be filed with the Clerk of the Board and sent to the State Land Planning Agency.

<u>Section 6.</u> 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:

October 30, 2019

Approved by County Attorney as to form and legal sufficiency.

Prepared by:

Dennis A. Kerbel

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS Silver Palms West Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the Silver Palms West Community Development District ("District" or "CDD") and other affiliated and participating companies ("Petitioner") are planning a 78+/- acre residential community, ("Project"), located north of SW 248 Street, south of SW 232 Street, west of SW 117 Avenue and east of SW 120 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 <u>based only on factors material to managing and financing</u> the service delivery function of the district, so that <u>any matter concerning permitting or</u> <u>planning of the development is not material or relevant</u> (emphasis added)."

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, to the 78+/- 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.

Land Uses	Number of units
Single Family	182

253

Table 1. Silver Palms West Community Development District Development Program

Villas

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 78+/- 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.

Facility	Funded By	O&M By	Ownership
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

Table 2. Proposed Facilities and Services

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 \$19,112,525. 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 Silver Palms West Community Development District

Infrastructure	Total
Stormwater Management System	\$ 5,607,344
Water Distribution System	\$ 3,151,130
Wastewater Collection System	\$ 2,817,964
Roadway Improvements	\$ 7,536,087
Total	\$19,112,525

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

	FLORIDA	
REPORT	STATUTE CITE	DATE
NEI OKI	CITE	DAIL
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 10

DECLARATION OF RESTRICTIVE COVENANTS

T	O'E Wald	12	-	
Name:	Ginger E. Wald			
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A.			
-1uuress.	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 <u>Exhibit A</u> (the "<u>Property</u>"), located in Miami-Dade County, Florida (the "<u>County</u>"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "<u>Board</u>") in support of a Petition (the "<u>Petition</u>") for creation of the Silver Palms West Community Development District (the "<u>District</u>") filed ______, and approved pursuant to Ordinance No. ______ enacted by the Board on ______ (the "<u>Ordinance</u>"), 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 "<u>Prospective Initial</u> <u>Purchaser</u>"), 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, "<u>Capital</u> <u>Assessments</u>"), and (2) the costs associated with (i) operations of the District including administration ("<u>Operations Assessments</u>") and (ii) maintenance of public infrastructure by the District ("<u>Infrastructure Maintenance Assessments</u>"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "<u>Administrative Assessments</u>"); 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 Owners 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 "<u>Declaration</u>"):

1. <u>COVENANTS</u>.

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 "<u>Dwelling Unit</u>") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "<u>CDD Notice</u>") to be imposed on such individual Dwelling substantially in the form attached hereto as <u>Exhibit B</u> prior to, or contemporaneously with, the execution of a purchase and sale contract ("<u>Purchase Contract</u>") for such Dwelling Unit. For the purposes of this Declaration, the term "<u>Owner</u>" 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 "<u>Effective Date of the Ordinance</u>") 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 \$46,080 FOR A SINGLE FAMILY UNIT, \$37,080 FOR A TOWNHOME UNIT AND \$34,830 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$28,250 FOR A SINGLE FAMILY UNIT, \$22,733 FOR A TOWNHOME UNIT AND \$21,353 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,536 FOR SINGLE FAMILY UNIT. \$1.236 FOR A TOWNHOME UNIT AND \$1.161 FOR A VILLA 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 \$46,080 FOR A SINGLE FAMILY UNIT, \$37,080 FOR A TOWNHOME UNIT AND \$34,830 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$28,250 FOR A SINGLE FAMILY UNIT, \$22,733 FOR A TOWNHOME UNIT AND \$21,353 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,536 FOR SINGLE FAMILY UNIT, \$1,236 FOR A TOWNHOME UNIT AND \$1,161 FOR A VILLA 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 <u>Relief to Prospective Initial Purchaser for Owner Default</u>.

1.3.1 Owner shall provide relief, in the manner provided by this Section1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of

the following events shall occur (an "<u>Owner Default</u>"):

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 "<u>Termination Notice</u>"), 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 "<u>Cure</u> <u>Period</u>"). 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 "<u>Extended Late</u> <u>Notice</u>") 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 "<u>Extended Cure Period</u>"). An Owner Default <u>cannot</u> 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 AND A RELATED COMMUNITY DEVELOPMENT DISTRICT 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 \$46,080 FOR A SINGLE FAMILY UNIT, \$37,080 FOR A TOWNHOME UNIT AND \$34,830 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$28,250 FOR A SINGLE FAMILY UNIT, \$22,733 FOR A TOWNHOME UNIT AND \$21,353 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,536 FOR SINGLE FAMILY UNIT, \$1,236 FOR A TOWNHOME UNIT AND \$1,161 FOR A VILLA 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 <u>Relief to a Prospective Initial Purchaser Who Actually Closes on a</u> 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

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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:

SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, SILVER PALMS WEST 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 SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A THE CONSTRUCTION OF REQUIRED PUBLIC PORTION OF INFRASTRUCTURE IN SILVER PALMS WEST. A PURCHASER OF PROPERTY IN SILVER PALMS WEST 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 SILVER WEST COMMUNITY DEVELOPMENT DISTRICT. PALMS 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 FOR FURTHER INFORMATION ON SILVER ASSESSMENTS DUE. PALMS WEST 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 ("<u>WASD</u>"), 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 <u>Application for Multi-Purpose Special Taxing District to Maintain</u> <u>Infrastructure</u>

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

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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. <u>BENEFITS AND ENFORCEMENT</u>.

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

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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.

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4. <u>TERM</u>.

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. <u>ELECTION OF REMEDIES</u>.

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. <u>SEVERABILITY</u>.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Restrictive Covenants this 10th day of AWARY, 2019.

OWNER:

Andres Casallas, as Trustee of the ACA Family Revocable Trust, dated 5/22/17

By: Name: Andres Casallas Title: Trustee

STATE OF FUNDA COUNTY OF OLANGE

The foregoing instrument was acknowledged before me this V day of AWKV, 2010, by Andres Casallas, Andres Casallas, as Trustee of the ACA Family Revocable Trust, dated 5/22/17. He is personally known to me [] or produced FUD as identification. By

PHYSICAL PRESENCE.



State of Florida, at Large Notary Public Print Name: Manenan til My commission expires:

Restrictive Covenants this 23 day of February 2020.

OWNER:

Edward Kayury By: Name: Edward Bazewick

STATE OF COUNTY OF Man

The foregoing instrument was acknowledged before me by means of [1] physical presence or [1] online notarization, this 2.3 day of 2020, by Edward Bazewick. He is personally known to me [1] or produced _______as identification.

Notary Public, State of Florida at Large Print Name: ______ My commission expires: ______

Notary Public State of Florida Carl Milton Sugarman My Commission GG 228829 Expires 10/09/2022

Restrictive Covenants this 20th day of TANOPRY, 2020.

OWNER:

CARMA FARMS LLC, a Florida Limited liability company

By: <u>Carl Michael Sergarman</u> Name: Carl Michael Sugarman

Name: Carl Michael Sugarman Title: Manager

STATE OF FLORIDA COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this <u>20</u> day of <u>January</u>, 2020, by Carl Michael Sugarman, as Manager of CARMA FARMS LLC, a limited liability company. He is personally known to me [] or produced ________as identification.

Notary Public, State of Florida at Large Print Name: Danielle A Prongue My commission expires: 12-26-2021



Restrictive Covenants this <u>31</u> day of <u>52000</u> 2020.

OWNER:

OIGO, LLC, a Florida limited Liability company

By: Juan Aguerrebere as successor Trustee of the Dorta-Duque Family Trust By: <u>Juan Aguerrebere</u> Title: Manager

STATE OF <u>florida</u> COUNTY OF <u>reioni</u>

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this <u>3</u> day of <u>Jauran</u>, 2020, by Juan Aguerrebere, Juan Aguerrebere as successor Trustee of the Dorta-Duque Family Trust, as Manager of OIGO, LLC, a limited liability company. He is personally known to me [] or produced <u>FDC</u> as identification.

Notary Public, State of Florida at Large

Notary Public, State of Florida at Large
 Print Name: ______
 My commission expires: ______



Restrictive Covenants this 8th day of February 2020. OWNER:

By Dorta-Duque a/k/a Sylvia Dorta-Duque Name

STATE OF COUNTY OF



Notary Public, State of Florida at Large CA. Print Name: My commission expires: 0710112022

Restrictive Covenants this 2020.

OWNER:

By: Name: Manuel Dorta-Duque

STATE OF <u>flouide</u> COUNTY OF <u>flouide</u>

The foregoing instrument was acknowledged before me by means of Aphysical presence or [] online notarization, this and any of <u>Barran</u>, 2020, by Manuel Dorta-Duque. He is personally known to me for produced ______ as identification.

Finette Doroge Notary Public, State of Florida at Large

Notary Public, State of Florida at Large Print Name: ______ My commission expires: ______



Restrictive Covenants this 4 day of February 2020.

OWNER:

By: <u>felica</u> <u>Mustre</u> Name: Silvia Mestre a/k/a Sylvia Mestre

STATE OF 71 rani-Dade COUNTY OF

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this $4 \frac{1}{2}$ day of $\frac{1}{2} \frac{1}{2} \frac$



SCARLETT RIVAS Commission # GG 917991 Expires September 30, 2023 Bonded Thru Budget Notary Services

Restrictive Covenants this 22 day of JANUARY, 2020.

OWNER:

Jeanette M. Young, as Trustee of the Winniefred M. Young Trust, dated May 6, 2016

By: legitte. Name: Jeanette F. Young Title: Trustee

STATE OF Georgia COUNTY OF FOCKdale

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 22 day of Jam, 2020, by Jeanette F. Young, Trustee, Jeanette F. Young, as Trustee of the Winniefred Young Trust dated May 6, 2016. She is personally known to me [] or produced <u>GADL</u> as identification.



1 6th day of ANIARY, 2020. Restrictive Covenants this

OWNER:

INCA INVESTMENTS, INC., a Florida corporation

By: Name: Andres Casallas

Title: Vice-President

OPIDA STATE OF COUNTY OF MRANGE.

2020 by Andres Casallas, as Vice-President of INCA INVESTMENTS, INC., a Florida corporation. He is personally known to me [] or produced _____ FILDI as identification, BY BRHYSICAL PRESENCE.



Notary Public, State of Florida at Large NCCARN Print Name: My commission expires:

Restrictive Covenants this 2020.

OWNER:

MOFONGO HOLDINGS, LLC, a Florida limited liability company

By: Name: Manuel Dorta-Duque Title: Manager

STATE OF <u>flow da</u> COUNTY OF <u>lease</u>

The foregoing instrument was acknowledged before me by means of Manager of MOFONGO HOLDINGS, LLC, a limited liability company. He is personally known to me [n] or produced ______ as identification.

Notary Public, State of Florida at Large

LISSETTE NORIEGA MY COMMISSION # GG000876 EXPIRES August 27, 2020 FloridaNotaryService.com 407) 398-0153

Restrictive Covenants this 07 day of februry, 2020. OWNER: By: Name: Vieent Garcia Costa STATE OF COUNTY OF M:mi The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 27 day of february, 2020, by Vicent Garcia Costa. She is personally known to me [M or produced as identification. ROGER BOSCH HERNANDEZ Notary Public, State of Florida at Large Print Name: Public State Commission # FF 966651 My Commission Expires March 01, 2020 03-0 My commission expires:

Restrictive Covenants this <u>o6</u> day of <u>february</u>, 2020. OWNER: By: By: Name: Lubaina Hatim Patwa-Costa STATE OF <u>Florida</u> COUNTY OF <u>prime</u> - Dode. The foregoing instrument was acknowledged before me by means of [1] physical presence or [] online notarization, this <u>ob</u> day of <u>february</u>, 2020, by Lubaina Hatim Patwa-Costa. She is personally known to me [2] or produced _______ as identification Notary Public, State of Florida at Large Print Name: <u>Public</u> <u>Fourier</u> My commission # FF 966651 My commission expires: <u>D3-01-0000</u>.

Restrictive Covenants this <u>14</u>	_day of <u>May</u> , 2020.	/
ан. С	OWNER:	
	LENNAR HOMES, BL company By: Name: Greg McPhersor Title: Vice-President	C, a Florida limited liability

STATE OF Floridon COUNTY OF Miami-Dode

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this $\underline{14}$ day of $\underline{1400}$, 2020, by Greg McPherson, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company. He is personally known to me [] or produced ______as identification.



Notary Public, State of Florida at Large Print Name: <u>I legna</u> Pios My commission expires: <u>April 30, 2023</u>

Restrictive Covenants this <u>3</u> day of <u>Janvary</u>, 2020.

OWNER:

JMP INVESTMENTS UNLIMITED, INC., a Florida corporation

By: Jorge Ignacio Canals

Title: President

STATE OF Floridg COUNTY OF MIGHTI Pade

The foregoing instrument was acknowledged before me by means of \square physical presence or \square online notarization this $\underline{\bigcirc}$ day of $\underline{\bigcirc}$ and $\underline{\bigcirc}$ 2020, by Jorge Ignacio Canals, as President of JMP INVESTMENTS UNLIMITED, INC., a Florida corporation. He is personally known to me $\underline{\bigcirc}$ or produced ______ as identification.



Apille	my

Notary Public, State of Florida at Large Print Name: ________ My commission expires: ______
IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of

Restrictive Covenants this <u>10</u> day of <u>January</u>, 2020.

OWNER:

Blaw Donaldsno By: Name: Blair G. Donaldson

STATE OF Florida COUNTY OF Miamil

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this $\underline{10}$ day of $\underline{1000}$, 2020, by Blair G. Donaldson. He is personally known to me [] or produced _______ as identification.



Notary Public, State of Florida at Large Print Name: <u>Ilana Pios</u> My commission expires: 0413012023 IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of

Restrictive Covenants this 10 day of <u>January</u> 2020.

OWNER:

-On Albundy By:

Name: Debra Ann Weworski

STATE OF Florida COUNTY OF Miami Dode

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 10 day of 100 and 2020, by Debra Ann Weworski. She is personally known to me or produced ______as identification.



Notary Public, State of Florida at Large Print Name: <u>ILANOL FIOS</u> My commission expires: <u>OUI3012023</u> IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of

Restrictive Covenants this 3rd day of January, 2019.

OWNER:

By: Name: Amauri Fernando Lopez

STATE OF Florida COUNTY OF Miami-Dode

20 The foregoing instrument was acknowledged before me this 3rd day of January, 2019, by Amauri Fernando Lopez. He is personally known to me [X] or produced as identification. Who was Physically Present. gpm.

Notary Public, State of Florida at Large Print Name: <u>John P. Maas</u> My commission expires:

JOHN P. MAAS State of Florida - Notary Public Commission # GG 16236 My Comm. Expires 10-17-2020 Bonded Through National Notary Assn.

Exhibit A

LEGAL DESCRIPTION

112

ALL THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

A portion of the East 1/2 of the Southeast 1/4 of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 00°37'17" West along the East line of the Southeast 1/4 of said Section 24 for 422.95 feet to a point on the South line of the North 902.55 feet of the Southeast 1/4 of said Section 24; thence run South 88°18'35" West along the last described line for 1009.77 feet to the Point of Beginning; thence continue South 88°18'35" West along the last 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the last 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the last described line for 757.83 feet to a point on the South line of the North 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 88°09'37" East along the last described line for 330.52 feet; thence run North 00°43'53" West for 756.98 feet to the Point of Beginning.

PARCEL 2:

The Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, Less the West 25 feet thereof, as per Right-of-way Deed recorded in Official Records Book 12727, Page 2153, of the Public Records of Miami-Dade County, Florida.

PARCEL 3:

The Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-A:

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-B:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-C:

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the South 25.00 feet and also less the West 25.00 feet and also less the East 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-D:

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-E:

The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-F:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet and also less the South 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-G:

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-H:

The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the East 25 feet, as per Right-of-way Deed recorded in Official Records Book 11020, Page 2476, of the Public Records of Miami-Dade County, Florida.

PARCEL 4-I:

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-J:

The Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 10557, Page 734, and Deed recorded in Official Records Book 10580, Page 2407, all in the Public Records of Miami-Dade County, Florida.

PARCEL 4-K:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the East 35.00 feet and also less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-L:

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-M:

The Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-N:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, less the West 25.00 feet and the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. ALSO LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 13163, Page 1204, Public Records of Miami-Dade County, Florida.

PARCEL 4-O:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-P:

The North 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, recorded in Official Records Book 9562, Page 1382, Public Records of Miami-Dade County, Florida.

PARCEL 4-Q:

The South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 11244, Page 936, of the Public Records of Miami-Dade County, Florida.

PARCEL 5:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT: All that portion conveyed to Miami-Dade County, by virtue of Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed Records Official Records Book 11597, Page 1382; and Deed Records Deed Records Book 11597, Page 1382; and Deed Records Deed Records Book 11597, Page 1384, all in the Public Records of Miami-Dade County, Florida.

PARCEL 6:

The East 510.00 feet of the SW 1/4 of SE 1/4 of SE 1/4, less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 7:

East 1/2 of the SE 1/4 of the SW 1/4 of the SE 1/4, and SW 1/4 of SE 1/4 of SE 1/4, less the East 510.00 feet thereof, and less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 8:

The Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 13090, Page 3034, of the Public Records of Miami-Dade County, Florida, lying and being in Miami-Dade County, Florida.

PARCEL 9-A:

A portion of the East 1/2. of the East 1/2. of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida being more particularly described as follows:

Begin at the Southwest corner of the East 1/2 of the N.E. 1/4 of said Section 24; thence run N00°54'25"W along the West line of the East 1/2. of the N.E. 1/4 of said Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the N.E. 1/4 of said Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the East 1/2 of the N.E.1/4 of said Section 24; thence run S00°54'25"E along the last described line for 39.46 feet to a point curvature; thence run Southeasterly, Easterly and Northeasterly along the arc of a circular curve to the left, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for a distance of 63.38 feet to a point of cusp with the South line of the North 40 feet of the East 1/2. of the S.E. 1/4 of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence run S36°05'36"E for 15.90 feet to a point of intersection with a circular curve, whose radius point bears S36°05'36"E from said point of intersection; thence run Southwesterly, Southerly and Southeasterly along the arc of a circular curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'l2" for a distance of 71.50 feet to a point of tangency; thence run S00°42'48"E for 487.62 feet to a point of curvature; thence run Southeasterly along the arc of a circular curve to the left having

for its elements a radius of 75.00 feet and a central angle of 50°11'37" for 65.70 feet; thence run S39°05'35"W, radial to the last described curve, for 24.05 feet; thence run SO1°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the East 1/2 of the S.E. 1/4. of said Section 24 (the last 11 courses being along the South boundary of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida, and the West boundary of SILVER PALM SOUTHWEST, according to the plat thereof, as recorded in Plat Book 166, at Page 74, of the Public Records of Miami-Dade County, Florida, and the West boundary of SILVER PALM SOUTHWEST, according to the plat thereof, as recorded in Plat Book 166, at Page 74, of the Public Records of Miami-Dade County, Florida); thence run S88°18'35"W along the South line of the North 902.55 feet of the East 1/2. of the S.E. 1/4 of said Section 24 for 278.33 feet to a point on the West line of the East 1/2 of the S.E. 1/4 of said Section 24; thence run N00°42'48"W along the last described line for 902.68 feet to the POINT OF BEGINNING.

Parcel 10:

The South One-Half (S. 1/2) of the North One-Half (N. 1/2) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 11:

The Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the South 65 feet and the East 35 feet thereof, and also less the South 590 feet of the East 414 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 12:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the West 25.00 feet thereof, as set forth in Quitclaim Deed recorded March 2, 1990, in Official Records Book 14452, Page 1806, Public Records of Miami-Dade County, Florida.

Parcel 13:

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the West 25 feet thereof, Section 24, Township 56 South, Range 39 East, Public Records of Miami-Dade County, Florida.

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable) Estimated <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	\$1,536	\$314	\$1,850		
Townhome	\$1,236	\$314	\$1,550		
Villa	\$1,161	\$314	\$1,475		

<u>Table 2</u> 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> <u>Assessments</u>		Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> <u>Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family	\$20.93	\$5.23	\$128.00
Townhome	\$20.93	\$5.23	\$103.00
Villa	\$20.93	\$5.23	\$ 96.75

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)		
Single Family	\$28,250	\$46,080
Townhome	\$22,733	\$37,080
Villa	\$21,353	\$34,830

PURCHASERS INITIALS

1. <u>The District</u>. All of the residential dwelling units ("<u>Dwelling Units</u>") in Silver Palms West (the "<u>Development</u>") are also located within the boundaries of the Silver Palms West Community Development District (the "<u>District</u>"). The District is a local unit of specialpurpose 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 ("<u>County</u>"). 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 "<u>Public Infrastructure</u>").

____ PURCHASER'S INITIALS

2. <u>The District Board</u>. The Board of Supervisors of the District (the "<u>District</u> <u>Board</u>") 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. <u>District Finance and Assessments</u>. 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 <u>District Capital Assessments</u>. The District expects to issue bonds (the "<u>Bonds</u>"), the principal of and interest on which will be payable from non ad valorem special assessments ("<u>District Capital Assessments</u>") 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 <u>Amount</u>. The <u>estimated</u> amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,536 for a single family unit (approximately \$128.00 per month), \$1,236 for a townhome unit (approximately \$103.00 per month), and \$1,161 for a villa unit (approximately \$96.75 per month) which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately \$46,080 for a single family unit, \$37,080 for a townhome unit and \$34,830 for a villa unit.

_____ PURCHASER'S INITIALS

3.3 <u>Prepay Option</u>. 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 <u>District Administrative Assessments</u>. 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, "<u>District Administrative Assessments</u>"). 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 \$314 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 <u>District Assessments</u>. District Administrative Assessments together with District Capital Assessments shall comprise the "**District Assessments**." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

PURCHASER'S INITIALS

PURCHASER:

Print Name:	1.2 ···
Date:	

Print Name:	
Date:	

PURCHASER:

To: Miami-Dade County, Florida:

The UNDERSIGNED, HUMBLE SCIENCE LLC, under that certain mortgage from CARMA FARMS, LLC, recorded in Official Records Book 31986, at Page 3400 on June 25, 2020, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenants of Silver Palms West Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of $\overline{\mathcal{J}}_{M}$ x 5, 2020, and executed by Jan Humble, as of Humble Science LLC, a Florida limited liability company, in connection with the Silver Palms West Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

	IN	WITNESS	WHEREOF,	these	presents	have	been	executed	this	15	day
of	JUL	1	, 2020.								
0.						MOR	TGAG	EE			

HUMBLE SCIENCE LLC, a Florida limited liability company

Name: Title: Manager

Bv

Signature

enny Print or Type Name

STATE OF Florida

COUNTY OF Minm

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that Jan Humble, personally known to me or produced Driven's Liceose as identification to be the same person whose name is, Jan Humble, as Manager of Humble Science LLC, a Florida limited liability company, subscribed to the foregoing instrument, appeared before me by means of X physical presence or [] online notarization this day and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of tumble Scient and delivered the said affidavit.

GIVEN under my hand and notarial seal this 5 day of JWY , 2020. TE OF Florida Notary Public State of Florida Louis Pardo My Commission GG 944074 Expires 01/07/2024

Typed, printed or stamped name of Notary

To: Miami-Dade County, Florida:

The UNDERSIGNED, CENTERSTATE BANK, N.A., as successor to Community Bank of Florida, under that certain mortgage from VICENT GARCIA COSTA and LUBANIA HATIM PATWA-COSTA, recorded in Official Records Book 28548, at Page 2775 on March 26, 2013, of the Public Records of Miami-Dade County, Florida, and assignment of rents, recorded on March 26, 2013, in Official Records Book 28548, Page 2782, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenants of Silver Palms West Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of 10, 2020, and executed by <u>David Pruna</u>, as the <u>Community President</u>, for CENTERSTATE BANK, N.A., as successor to COMMUNITY BANK OF FLORIDA, in connection with the Silver Palms West Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 29th of day <u>January</u>, 2020. MORTGAGEE

Signature TRAN Print or Type Name

Signature E(i JimerE) Print or Type Name

STATE OF FUPIDA COUNTY OF MIAM, - DADE

MORIGAGEE CENTERSTATE BANK, N.A., as successor to COMMUNITY BANK OF FLORIDA

By:

Name: David Pruna______ Title: Community President_____



The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that device the same person whose name is, as device the same person whose name person wh

GIVEN under my hand and notarial seal this <u>315</u> day of <u>Janvar</u> , 2020.
NOTARY PUBLIC, STATE OF FL.
Typed, printed or stamped name of Notary

To: Miami-Dade County, Florida:

IN WITNESS WHEREOF, these	presents	have	been	executed	this 3th day
of JUNUARY, 2020. IB Signature MUISTA BOLVAYM.	presents	MOR LEN comp By: Name	TGAG NAR H ⁱ any e: Greg	EE	Cra limited liability
Print or Type Name					4
Signature					
Print or Type Name					e
STATE OF Florida COUNTY OFMiami Dede					

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that <u>Grg McPharson</u>, personally known to me or produced ______ as identification to be the same person whose name is, Greg McPherson as Vice-President of Lennar Homes, LLC, a Florida limited liability company, subscribed to the foregoing instrument, appeared before me by means of *D* physical presence or [] online notarization this day and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, and delivered the said affidavit.

GIVEN under my hand and notarial seal this 🖰 day of _____ anyan . 2020. **ILEANA RIOS** NOTARY-PUBLIC, STATE OF FI MY COMMISSION #GG329218 EXPIRES: APR 30, 2023 Bonded through 1st State Insurance Typed, printed or stamped name of Notary

To: Miami-Dade County, Florida:

The UNDERSIGNED, Greg McPherson, under that certain mortgage from OGIO, LLC, recorded in Official Records Book 31355, at Page 4841 on March 7, 2019, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenants of Silver Palms West Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of Junity 9, 2020, and executed by Greg McPherson, as Vice-President of Lennar Homes, LLC, a Florida limited liability company, in connection with the Silver Palms West Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

of JUNUCIV, 2020.	se presents	have been executed this day MORTGAGEE
IB Signature MEISSA BOLIVAN, Print or Type Name		LENNAR HOMES, LLG, a limited hability company By: Name: Greg McPherson Title: Vice-President
Signature Angl Nodwiguer Print or Type Name		

COUNTY OF Miami Dode

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that <u>Greg McPherson</u>, personally known to me or produced ______ as identification to be the same person whose name is, Greg McPherson as Vice-President of Lennar Homes, LLC, a Florida limited liability company, subscribed to the foregoing instrument, appeared before me by means of produced presence or [] online notarization this day and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of <u>Grance Homes</u>, and delivered the said affidavit.

GIVEN under my hand and notarial seal this 8 day of Januan , 2020.



Typed, printed or stamped name of Notary

NOTARY PUBLIC, STATE OF FL

04

To: Miami-Dade County, Florida:

of Janvary, 2020.	presents	have to MORT	GAGE		this C a lim	day ited liability
IB Signature Millissa Bolkar M.		compan By: Name: 0	ny Greg N	AcPherson		
Print or Type Name Signature Avgel Rodiguel Print or Type Name STATE OF FLOSICA COUNTY OF Miami Dade						

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that <u>Grag MCP hereson</u>, personally known to me or produced ______ as identification to be the same person whose name is, Greg McPherson as Vice-President of Lennar Homes, LLC, a Florida limited liability company, subscribed to the foregoing instrument, appeared before me by means of AL physical presence or [] online notarization this day and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, and delivered the said affidavit.

GIVEN under my hand and notarial seal this & day of Januar 2020. **ILEANA RIOS** NOTARY PUBLIC, STATE OF FL



Typed, printed or stamped name of Notary

All

"EXHIBIT B to the Ordinance"

Legal Description

ALL THE FOLLOWING DESCRIBED PARCELS:

PARCEL 1:

A portion of the East 1/2 of the Southeast 1/4 of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 00°37'17" West along the East line of the Southeast 1/4 of said Section 24 for 422.95 feet to a point on the South line of the North 902.55 feet of the Southeast 1/4 of said Section 24; thence run South 88°18'35" West along the last described line for 1009.77 feet to the Point of Beginning; thence continue South 88°18'35" West along the East 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the East 1/2 of the Southeast 1/4 of said Section 24; thence run South 00°42'47" East along the last described line for 757.83 feet to a point on the South line of the North 1/4 of the Southeast 1/4 of the Southeast 1/4 of said Section 24; thence run North 88°09'37" East along the last described line for 330.52 feet; thence run North 00°43'53" West for 756.98 feet to the Point of Beginning.

PARCEL 2:

The Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, Less the West 25 feet thereof, as per Right-of-way Deed recorded in Official Records Book 12727, Page 2153, of the Public Records of Miami-Dade County, Florida.

PARCEL 3:

The Northeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-A:

The North 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-B:

The South 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-C:

The Southwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the South 25.00 feet and also less the West 25.00 feet and also less the East 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-D:

The South 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-E:

The North 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-F:

The South 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet and also less the South 25.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-G:

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-H:

The Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the East 25 feet, as per Right-of-way Deed recorded in Official Records Book 11020, Page 2476, of the Public Records of Miami-Dade County, Florida.

PARCEL 4-I:

The North 1/2 of the Northeast 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-J:

The Northeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 10557, Page 734, and Deed recorded in Official Records Book 10780, Page 2407, all in the Public Records of Miami-Dade County, Florida.

PARCEL 4-K:

The East 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the East 35.00 feet and also less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-L:

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, less the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-M:

The Northwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-N:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Southeast 1/4, less the West 25.00 feet and the South 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. ALSO LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, in Deed recorded in Official Records Book 13163, Page 1204, Public Records of Miami-Dade County, Florida.

PARCEL 4-O:

The South 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the East 35.00 feet, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4-P:

The North 1/2 of the Southeast 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT that portion conveyed to Miami-Dade County, Florida, recorded in Official Records Book 9562, Page 1382, Public Records of Miami-Dade County, Florida.

PARCEL 4-Q:

The South 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 11244, Page 936, of the Public Records of Miami-Dade County, Florida.

PARCEL 5:

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of the Northeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. LESS AND EXCEPT: All that portion conveyed to Miami-Dade County, by virtue of Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded in Official Records Book 11597, Page 1382; and Deed recorded County, Florida.

PARCEL 6:

The East 510.00 feet of the SW 1/4 of SE 1/4 of SE 1/4, less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 7:

East 1/2 of the SE 1/4 of the SW 1/4 of the SE 1/4, and SW 1/4 of SE 1/4 of SE 1/4, less the East 510.00 feet thereof, and less canal and road thereon, all in Section 24, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

PARCEL 8:

The Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, less the West 25 feet, as per Right-of-way Deed recorded in Official Records Book 13090, Page 3034, of the Public Records of Miami-Dade County, Florida, lying and being in Miami-Dade County, Florida.

PARCEL 9-A:

A portion of the East 1/2. of the East 1/2. of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida being more particularly described as follows:

Begin at the Southwest corner of the East 1/2 of the N.E. 1/4 of said Section 24; thence run N00°54'25"W along the West line of the East 1/2. of the N.E. 1/4 of said Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the N.E. 1/4 of said Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the East line of the West 265 feet of the East 1/2 of the N.E.1/4 of said Section 24; thence run S00°54'25"E along the last described line for 39.46 feet to a point curvature; thence run Southeasterly, Easterly and Northeasterly along the arc of a circular curve to the left, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for a distance of 63.38 feet to a point of cusp with the South line of the North 40 feet of the East 1/2, of the S.E. 1/4 of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence run S36°05'36"E for 15.90 feet to a point of intersection with a circular curve, whose radius point bears S36°05'36"E from said point of intersection; thence run Southwesterly, Southerly and Southeasterly along the arc of a circular curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'l2" for a distance of 71.50 feet to a point of tangency; thence run S00°42'48"E for 487.62 feet to a point of curvature; thence run Southeasterly along the arc of a circular curve to the left having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for 65.70 feet; thence run S39°05'35"W, radial to the last described curve, for 24.05 feet; thence run SO1°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the East 1/2 of the S.E. 1/4. of said Section 24 (the last 11 courses being along the South boundary of SILVER PALM WEST, according to the plat thereof, as recorded in Plat Book 166, at Page 31, of the Public Records of Miami-Dade County, Florida, and the West boundary of SILVER PALM SOUTHWEST, according to the plat thereof, as recorded in Plat Book 166, at Page 74, of the Public Records of Miami-Dade County, Florida); thence run S88°18'35"W along the South line of the North 902.55 feet of the East 1/2. of the S.E. 1/4 of said Section 24 for 278.33 feet to a point on the West line of the East 1/2 of the S.E. 1/4 of said Section 24; thence run N00°42'48"W along the last described line for 902.68 feet to the POINT OF BEGINNING.

Parcel 10:

The South One-Half (S. 1/2) of the North One-Half (N. 1/2) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 11:

The Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of the Southeast One-Quarter (SE 1/4) of Section 24, Township 56 South, Range 39 East, Less the South 65 feet and the East 35 feet thereof, and also less the South 590 feet of the East 414 feet thereof, lying and being in Miami-Dade County, Florida.

Parcel 12:

The South 1/2 of the Northwest 1/4 of the Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4, Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida. Less and except the West 25.00 feet thereof, as set forth in Quitclaim Deed recorded March 2, 1990, in Official Records Book 14452, Page 1806, Public Records of Miami-Dade County, Florida.

Parcel 13:

The North 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northwest 1/4 of the Southeast 1/4, less the West 25 feet thereof, Section 24, Township 56 South, Range 39 East, Public Records of Miami-Dade County, Florida.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch

