

# Memorandum



(Public Hearing: 12-16-25)

**Date:** November 4, 2025

**To:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

Agenda Item No. 5(D)

**From:** Daniella Levine Cava *Daniella Levine Cava*  
Mayor

**Subject:** Ordinance Amending the Palm Glades Community Development District

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## **Executive Summary**

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to amend a Community Development District (CDD) in Unincorporated Miami-Dade County (County). CDDs are a local unit of special-purpose government created according to Chapter 190 of the Florida Statutes.

## **Recommendation**

It is recommended that the Board adopt the attached Ordinance amending the boundaries of the Palm Glades Community Development District (District). This District lies wholly within Unincorporated Miami-Dade County and will be expanding by approximately 18.51 acres, increasing the total acreage of the District from approximately 303.50 acres to 322.01 acres 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**

The District is located within Commission District 8, which is represented by County Commissioner Danielle Cohen Higgins, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the District. In accordance with Rule 5.06(k) of the Board's Rules of Procedure, Commissioner Higgins has been notified in writing that the department received a petition to amend the District within the boundaries of Commission District 8.

## **Fiscal Impact/Funding Source**

Amending the boundaries of the District will have no fiscal impact on the County's budget. 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. Adoption of this Ordinance will not affect the District assessments of the individual owners within the original District boundaries but will extend District assessments to individual owners in the expanded area.

## **Social Equity Statement**

The proposed Ordinance grants a petition for the amendment of the District, pursuant to the procedures and factors set forth in section 190.046, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the District 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 District, regardless of their demographics. 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 District. Multiple Multipurpose Maintenance Special Taxing Districts have been created to maintain the development's infrastructure, and a petition has been submitted to create a new multipurpose maintenance special taxing district (Special Taxing Districts) to maintain the infrastructure serving the expanded area, such as private roadways, private area storm drainage, and landscaping, should the HOA or District be dissolved or fail to fulfill its maintenance obligations. The Special Taxing Districts will remain dormant until such time as the County determines to implement the Special Taxing Districts. Oversight of CDDs is the responsibility of the State.

**Delegation of Authority**

This Ordinance does not delegate any authority to the County Mayor or designee.

**Background**

Palm Glades CDD ("Petitioner") has filed an application to amend the District in connection with the Silver Palms Communities (Development). The District was created by the Board on October 18, 2005, pursuant to Ordinance No. 05-181. The District's original boundaries encompass approximately 286.08 acres with approximately \$27.284 million in infrastructure costs servicing approximately 1,632 residential units. The District was later amended by the Board on November 6, 2007, pursuant to Ordinance No. 07-161. The District was further amended by the Board on October 29, 2019, pursuant to Ordinance No. 19-99. The current amended District's boundaries encompass approximately 303.50 acres with approximately \$2.089 million in infrastructure costs servicing approximately 1,675 residential units. Upon adoption of the attached Ordinance, the District's boundaries will be increased by a net acreage of approximately 18.51 acres and 257 additional residential units encompassing a total of approximately 321.01 acres and 1,932 residential units. The infrastructure costs for the expansion will be approximately \$12.303 million. 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. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$1,500.00 and \$9,000.00 for future advertising costs to the County.

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 District; (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 Miami-Dade County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government's jurisdiction and powers.

Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners  
Page 3

A handwritten signature in black ink that reads "Roy Coley". The signature is written in a cursive style with a long horizontal stroke extending to the right.

Roy Coley  
Chief Utilities and Regulatory Services Officer

**Date:** August 22 2025

**To:** Basia Pruna, Deputy Clerk  
Office of the Clerk of the Board  
Attn: Shania Momplaisir

**From:** Liset Romero-Lopez, J.D., Chief *LRL*  
Special Assessment Districts Division  
Parks, Recreation and Open Spaces Department

**Subject:** Palm Glades Community Development District –  
Amendment

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The attached petition was submitted by the Board of Supervisors of the Palm Glades CDD and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Policy.

The filing date of record is August 22, 2025.

Attachment

c: Michael Mastrucci  
Assistant County Attorney



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Anthony Rodriguez  
and Members, Board of County Commissioners

**DATE:** December 16, 2025

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

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

Please note any items checked.

- “3-Day Rule” for committees applicable if raised**
- 6 weeks required between first reading and public hearing**
- 4 weeks notification to municipal officials required prior to public hearing**
- Decreases revenues or increases expenditures without balancing budget**
- Budget required**
- Statement of fiscal impact required**
- Statement of social equity required**
- Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- No committee review**
- Applicable legislation requires more than a majority vote (i.e., 2/3’s present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5’s \_\_\_\_, unanimous \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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(D)

Veto \_\_\_\_\_

12-16-25

Override \_\_\_\_\_

ORDINANCE NO. \_\_\_\_\_

ORDINANCE GRANTING PETITION OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED, AS AMENDED, ON THE NORTH BY THEORETICAL SW 229 STREET, ON THE EAST BY SW 109 AVENUE, ON THE SOUTH BY THEORETICAL SW 244 STREET, AND ON THE WEST BY SW 119 AVENUE; AMENDING THE BOUNDARIES OF THE DISTRICT TO EXPAND ITS TOTAL ACREAGE BY APPROXIMATELY 18.51 ACRES; 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 (“Board”) the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

**WHEREAS**, article VIII, section 6(e) of the Florida Constitution provides the authority for Miami-Dade County, through its charter, to provide a method for establishing new governmental units in Miami-Dade County and provide for their government and prescribe their jurisdiction and powers; and

**WHEREAS**, at its meeting on October 18, 2005, the Board adopted Ordinance No. 05-181 establishing the Palm Glades Community Development District (“District” or “Petitioner”) and providing for specific boundaries of the District; and

**WHEREAS**, at its meeting on November 6, 2007, the Board adopted Ordinance No. 07-161 amending the boundaries of the District and providing for amended boundaries of the District; and

**WHEREAS**, at its meeting on October 29, 2019, the Board adopted Ordinance No. 19-99 amending the boundaries of the District and providing for amended boundaries of the District; and

**WHEREAS**, pursuant to section 190.046, Florida Statutes, the District may petition and the Board has the authority to expand the boundaries of a community development district within its jurisdiction; and

**WHEREAS**, the Board of Supervisors (Petitioner) of Palm Glades CDD has submitted a petition to expand the District's boundaries by approximately 18.51 acres, resulting in a total increase in acreage of the District from 303.50 acres to 321.01 acres; and

**WHEREAS**, a public hearing has been conducted by the Board in accordance with the requirements and procedures of sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and the Code of Miami-Dade County ("Code"); and

**WHEREAS**, the District, as expanded, 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 finds that the statements contained in the petition to expand the District's boundaries are true and correct; and

**WHEREAS**, the expansion of the District's boundaries 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, as expanded, is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land being added does not impact such functionality; and

**WHEREAS**, the District, as expanded, is the best alternative available for delivering the community development services and facilities that will be provided by the District, and the area of land being added will not impact such delivery; and

**WHEREAS**, the community development facilities and services of the District, as expanded, will not be incompatible 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, as expanded, is amenable to separate special district government; and

**WHEREAS**, having made the foregoing findings, after a public hearing, the Board 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,

**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 expand the District to include the real properties described therein, which was filed by the petitioner on August 22, 2025, and which petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the petition is attached and incorporated herein as Exhibit 1 to the Ordinance.

**Section 3.** The external boundaries of the District, as expanded, are sufficiently contiguous and shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit 2 to the Ordinance. Furthermore, the external boundaries shall be as depicted on the location map attached hereto and incorporated herein as Exhibit 3 to the Ordinance.

**Section 4.** Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, expand, or modify Ordinance Nos. 05-181, 07-161, or 19-99.

**Section 5.** 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 6.** It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code.

**Section 7.** The provisions of this Ordinance shall become effective 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:

MBV for

Prepared by:

MSM

Michael J. Mastrucci

"EXHIBIT 1 to the Ordinance"

PETITION TO EXPAND PALM GLADES  
COMMUNITY DEVELOPMENT DISTRICT

Dated: August 22, 2025

**BOARD OF COUNTY COMMISSIONERS  
MIAMI-DADE COUNTY, FLORIDA**

**IN RE: PETITION PURSUANT TO  
SECTION 190.046(1), FLORIDA STATUTES,  
TO EXPAND THE BOUNDARIES OF  
PALM GLADES COMMUNITY  
DEVELOPMENT DISTRICT**

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**PETITION TO EXPAND BOUNDARIES OF PALM GLADES  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Palm Glades Community Development District (the “District”), an independent special district established pursuant to Chapter 190, Florida Statutes and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 05-181 of Miami-Dade County, Florida (the “County”), adopted on October 18, 2005, as amended by Ordinance No. 07-161 of the County adopted on November 6, 2007, as further amended by Ordinance No. 19-99 of the County adopted on October 29, 2019 (collectively, the “Ordinance”), hereby submits this petition (the “Petition”) to the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the “Commission”) in accordance with Section 190.046(1) of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “Act”), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 303.5 +/- acres are currently within the external boundaries of the District.
2. That the Board desires to expand the boundaries of the District by adding approximately 18.51 +/- acres of real property as legally described in Exhibit A, attached hereto

and made a part hereof. Following such expansion of the District's boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of unincorporated Miami-Dade County, Florida.

3. That the acreage of the real property to be annexed into the District does not exceed 50% of the acres initially located within the original boundaries of the District, and all petitions of the District, including this Petition, submitted to the Commission subsequent to the initial petition seeking establishment of the District do not encompass more than a total of 2,500 acres.

4. That attached hereto as Exhibit B and made a part hereof is a metes and bounds description of the external boundaries of the District following the proposed expansion of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

5. That attached hereto as Exhibit C is the proposed timetable for installation of District services and facilities which will be provided to the real property being annexed into the District and the estimated cost of installing such proposed services and facilities.

6. That attached hereto as Composite Exhibit D is evidence of the written consent to the annexation of the subject property into the District by the fee title owner of one hundred percent (100%) of such real property (the "Landowner").

7. That attached hereto as Composite Exhibit E is Resolution NO. Z-19-25 of Miami-Dade County providing the change from Agriculture (AU) to Planned Area District (PAD) for the real property annexed into the District, providing the general distribution, location, and extent of public and private uses of land proposed for the area to be annexed into the District by the future land use plan element of the effective local government comprehensive plan.

8. That attached hereto as Exhibit F is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.

9. That attached hereto as Exhibit G is a copy of the proposed Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowner and is being submitted in support of this Petition.

10. That attached hereto as Exhibit H is a copy of the Resolution of the Board of Supervisors of the District authorizing the filing of this Petition.

11. That following the proposed expansion of the District's boundaries (i) the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the property comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the property that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the property comprising the District will be amenable to a separate special-purpose government.

12. That all statements contained within this Petition are true and correct.

**WHEREFORE**, Petitioner, the Board of Supervisors of the Palm Glades Community Development District, hereby respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to

grant this Petition and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

B. Grant this Petition and enact an ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

RESPECTFULLY SUBMITTED this 29 day of April, 2025.


**PALM GLADES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Name: Mauricio Pelger  
Title: Chairperson/Vice-Chairperson

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of April, 2025, by Mauricio Pelger, the Chairperson/Vice-Chairperson of the Board of Supervisors of the Palm Glades Community Development District, who is personally known to me  or produced \_\_\_\_\_ as identification.



  
Notary Public  
Jennifer Mendoza  
Typed, printed or stamped name of Notary Public

**EXHIBIT A**

**LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT**

**SURVEYOR'S NOTES:**

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of Title Policy will need to be made to determine recorded instruments, if any affecting this property.
- 4) -North arrow direction and Bearings shown hereon are based on assumed value of N00°48'05"W, along the West Line of the Southwest 1/4, of the Southeast 1/4 of Section 18, Township 56 South, Range 40 East, Miami-Dade County, Florida, Miami-Dade County Public Works Department
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

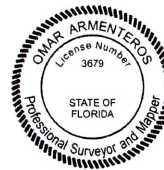
**SURVEYOR'S CERTIFICATE:**

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

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

**Ford, Armenteros & Fernandez, Inc. L.B. #6557**

Date: January 31st, 2025  
 Revision: March 26th, 2025



Digitally signed  
 by Omar  
 Armenteros  
 Date: 2025.03.26  
 14:25:18-04'00'

By: Omar Armenteros, P.S.M., For the Firm  
 Professional Surveyor and Mapper  
 State of Florida, Registration No.3679

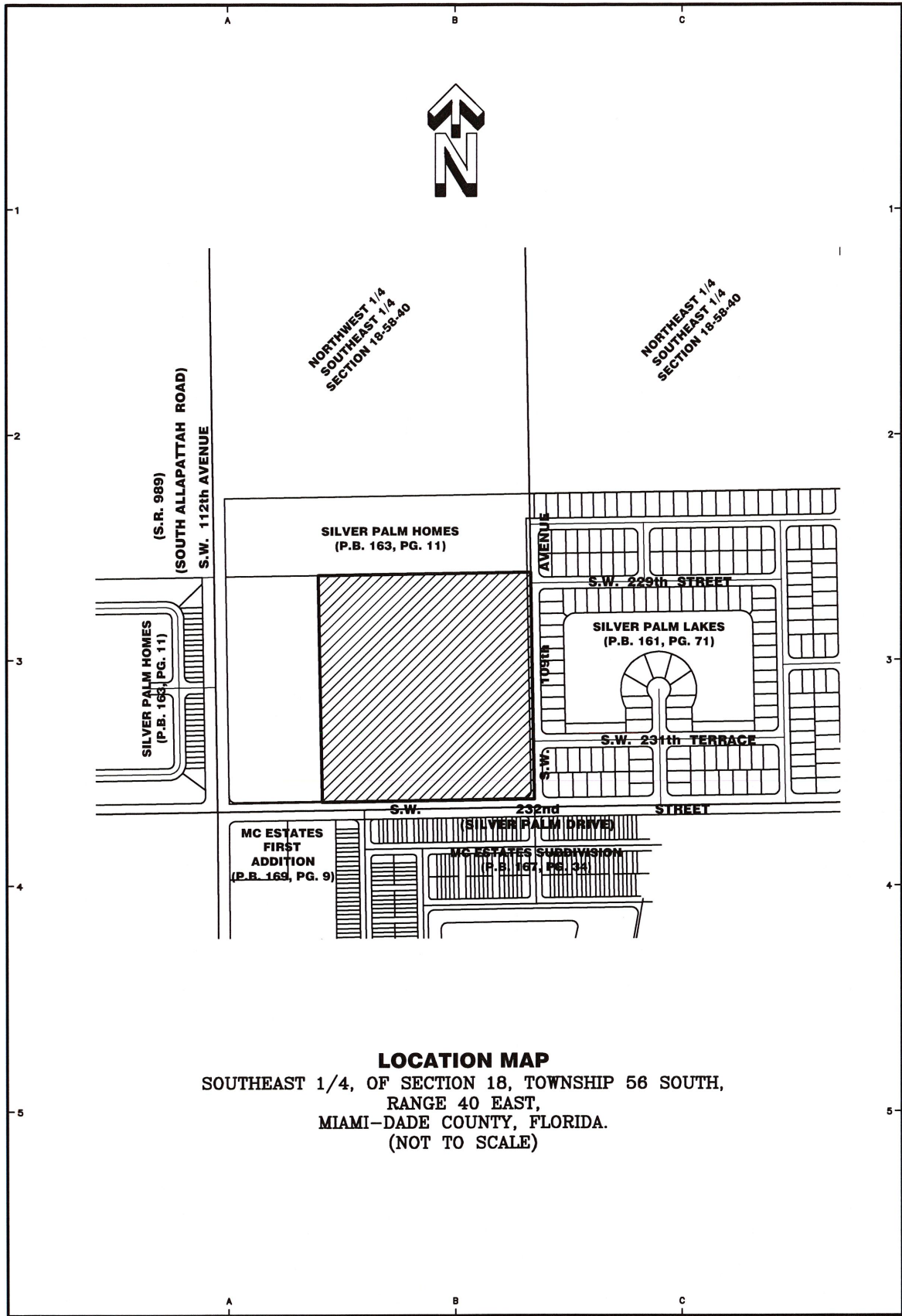
**PALM GLADES CDD EXPANSION PARCEL**



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

TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		SURVEYOR'S NOTES & SURVEYOR'S CERTIFICATE	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	M.G.	DATE:	March 26th, 2025
DWG. CHECKED BY:		SCALE:	AS SHOWN
CHECKED BY:		PROJECT No:	15B037-1000
			1 OF 3 SHEETS

MDC016



**LOCATION MAP**  
 SOUTHEAST 1/4, OF SECTION 18, TOWNSHIP 56 SOUTH,  
 RANGE 40 EAST,  
 MIAMI-DADE COUNTY, FLORIDA.  
 (NOT TO SCALE)

**PALM GLADES CDD EXPANSION PARCEL**



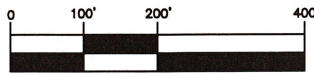
FORD, ARMENTEROS & FERNANDEZ, INC.  
 1950 N.W. 94th AVENUE, 2nd FLOOR  
 DORAL, FLORIDA 33172  
 PH. (305) 477-6472  
 FAX (305) 470-2805

TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		LOCATION MAP	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	M.G.	DATE:	March 26th, 2025
DWG. CHECKED BY:		SCALE:	AS SHOWN
CHECKED BY:		PROJECT No:	15B037-1000
			SHEET: <b>2</b>
			OF 3 SHEETS

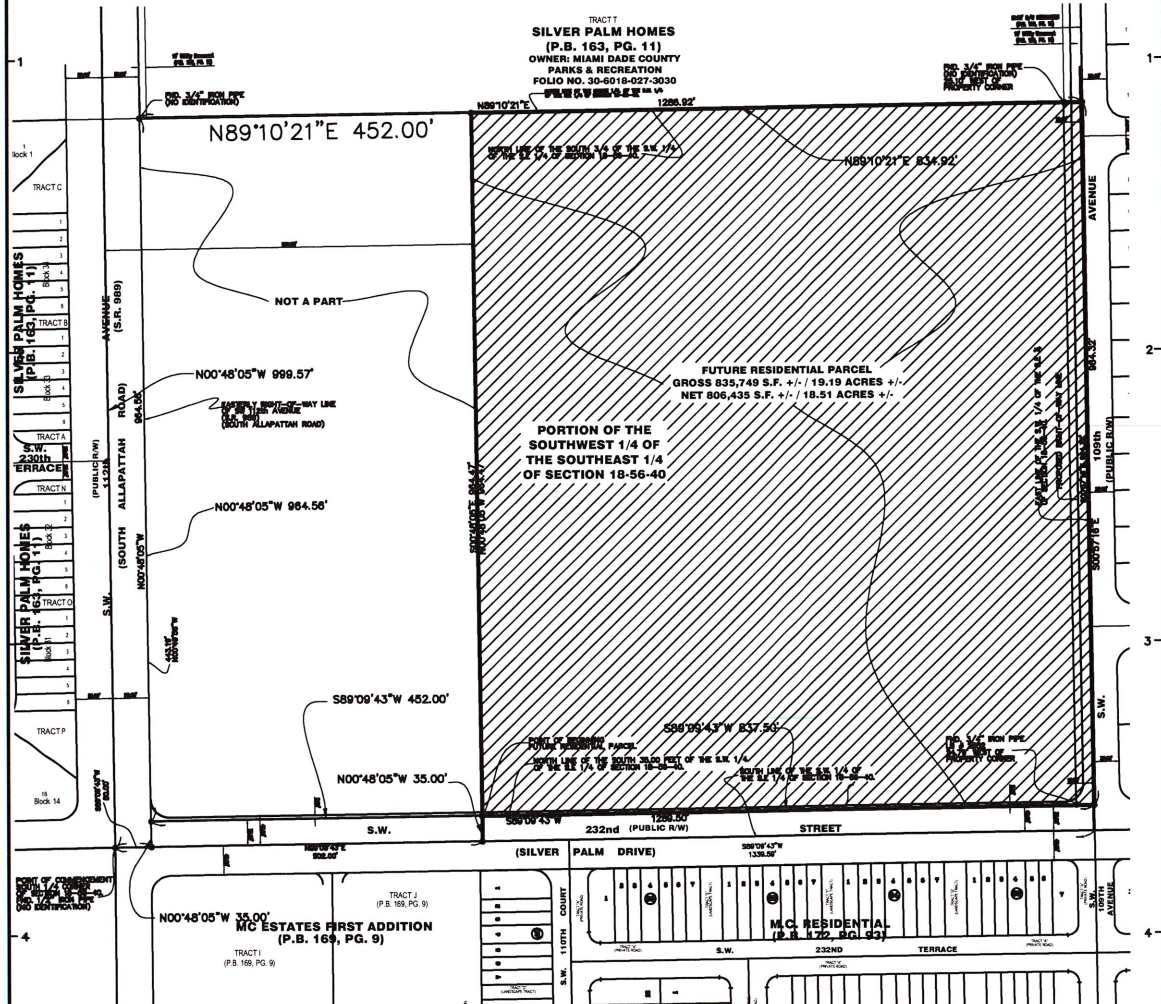
MDC017



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.



**LEGAL DESCRIPTION:**

FUTURE RESIDENTIAL PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

ABOVE DESCRIBED LANDS ARE LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 806,435.08 SQUARE FEET AND/OR 18.51 ACRES, MORE OR LESS.

**PALM GLADES CDD EXPANSION PARCEL**



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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:	SKETCH AND LEGAL DESCRIPTION	
PREPARED FOR:	LENNAR HOMES, LLC	
DRAWN BY:	M.G.	DATE: March 26th, 2025
DWG. CHECKED BY:		SCALE: AS SHOWN
CHECKED BY:		PROJECT No: 15B037-1000

SHEET:  
**3**  
OF 3 SHEETS

**EXHIBIT B**

**LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES**

**SURVEYOR'S NOTES:**

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of Title Policy will need to be made to determine recorded instruments, if any affecting this property.
- 4) -North arrow direction and Bearings shown hereon are based on assumed value of N00°32'20"W along the East Line of N.W. 1/4, S.W. 1/4, N.W. 1/4 OF Section 19-56-40 of Miami-Dade County, Florida.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

**SURVEYOR'S CERTIFICATE:**

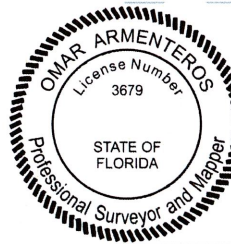
I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon.

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

**Ford, Armenteros & Fernandez, Inc. L.B. #6557**

Date: January 31st, 2025

Revision: March 26th, 2025 (Revised as per Client Comments.)



Digitally signed  
by Omar  
Armenteros  
Date:  
2025.03.28  
08:45:46-04'00'

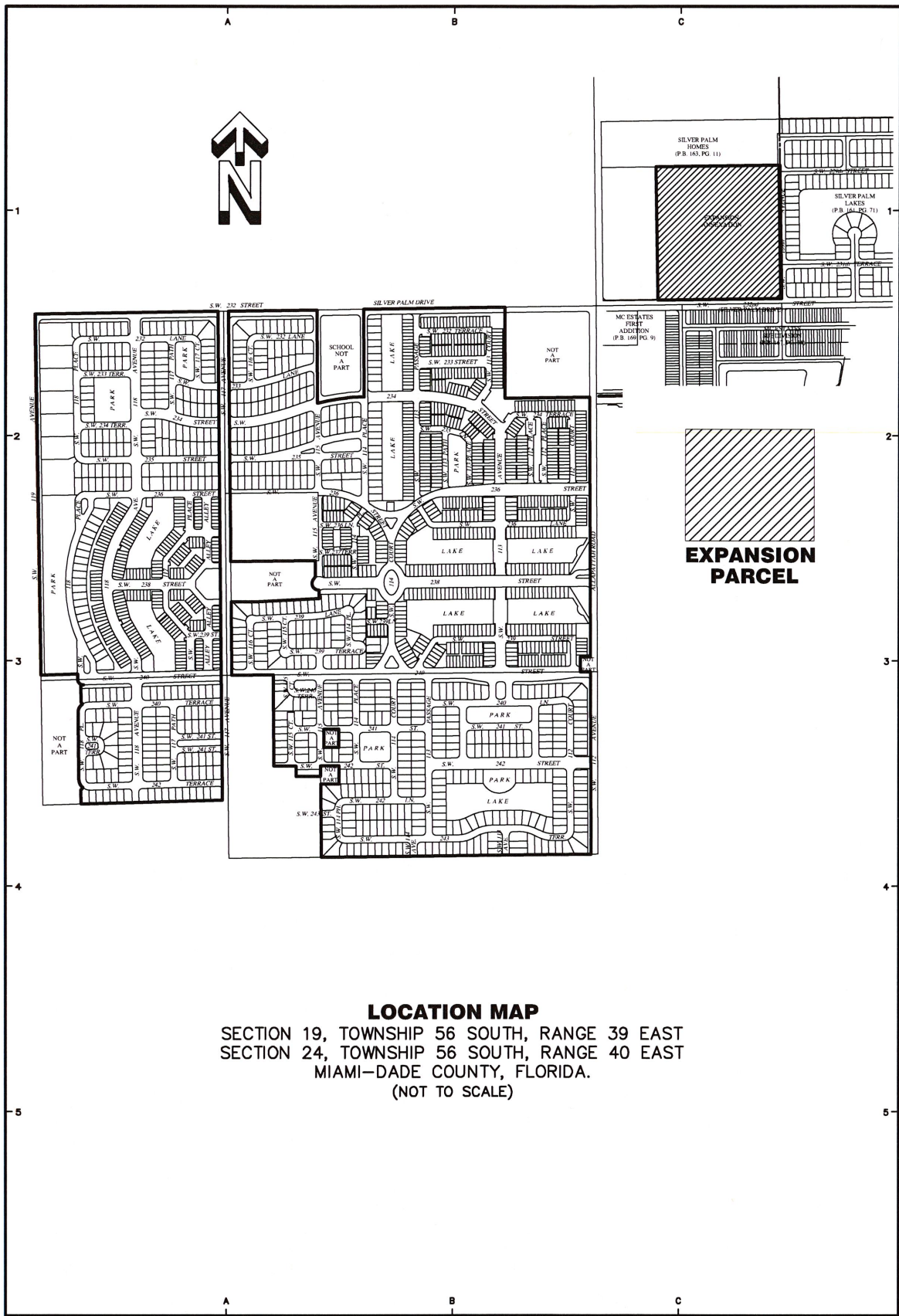
By: \_\_\_\_\_  
Omar Armenteros, P.S.M., For the Firm  
Professional Surveyor and Mapper  
State of Florida, Registration No.3679

**PALM GLADES CDD EXPANSION BOUNDARIES**



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		SHEET: <b>1</b> of 12 SHEETS
SHEET NAME: SURVEYOR'S NOTES		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	
DWG. CHECKED BY:	SCALE: AS SHOWN	
CHECKED BY:	PROJECT No: 15B037-1000	



**LOCATION MAP**

SECTION 19, TOWNSHIP 56 SOUTH, RANGE 39 EAST  
 SECTION 24, TOWNSHIP 56 SOUTH, RANGE 40 EAST  
 MIAMI-DADE COUNTY, FLORIDA.  
 (NOT TO SCALE)

**PALM GLADES CDD EXPANSION BOUNDARIES**



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION	
SHEET NAME: LOCATION MAP	
PREPARED FOR: LENNAR HOMES, LLC	
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025
DWG. CHECKED BY:	SCALE: AS SHOWN
CHECKED BY:	PROJECT No: 15B037-1000

SHEET: **2**  
 OF 12 SHEETS

Exhibit A

LEGAL DESCRIPTION

SILVER PALM GLADE EAST  
LEGAL DESCRIPTION

A portion of the West 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida; SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 23, at Page 22; AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 31, at Page 58; 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, at Page 28; FLORENCIA B HOLFERTY'S FARM, according to the plat thereof recorded in Plat Book 51, at Page 24, and the Rights-of-Way of S.W. 239th Terrace, S.W. 241st Street and S.W. 242nd Street, as shown on the above plats, all as recorded in the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of the SW 1/4 of said Section 19;

1. thence S89°28'16"W along the North line of the said SW 1/4 of Section 19 for 50.00 feet to a point that is 50.00 feet West of, as measured at right angles to, the East line of the said SW 1/4 of Section 19, said point being the POINT OF BEGINNING of the parcel herein described;
2. thence from the above established Point of Beginning run S00°17'33"E along a line that is 50.00 feet West of, and parallel with, the said East line of the SW 1/4 of Section 19, for 1,320.68 feet to a point on the South line of the NE 1/4 of the said SW 1/4 of Section 19, said point also lying on the North line of the plat of MANGUS SUBDIVISION SECTION ONE, according to the plat thereof recorded in Plat Book 156, at Page 94, of the Public Records of Miami-Dade County, Florida;
3. thence S89°23'29"W along the said South line of the said NE 1/4 of the SW 1/4 of Section 19 and South line of the NW 1/4 of the said SW 1/4 of Section 19, and along the said North line of MANGUS SUBDIVISION SECTION ONE, the plat of MANGUS SUBDIVISION SECTION TWO, according to the plat thereof recorded in Plat Book 159, at Page 50 and the boundary line of the plat of SUMMERVILLE SUBDIVISION, according to the plat thereof recorded in Plat Book 162, at Page 44, of the Public Records of Miami-Dade County, Florida, for 1,945.10 feet to a point, said point being the Southwest corner of the SE 1/4 of the said NW 1/4 of the SW 1/4 of Section 19;
4. thence N00°32'22"W along the West line of the said NE 1/4 of the NW 1/4 of the SW 1/4 of Section 19, and along the said boundary line of the plat of SUMMERVILLE SUBDIVISION, for 528.74 feet to the Southwest corner of Tract 5 of the said plat of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
5. thence N89°24'20"E along the South line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.00 feet;

**PALM GLADES CDD EXPANSION BOUNDARIES**



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION	
SHEET NAME: LEGAL DESCRIPTION	
PREPARED FOR: LENNAR HOMES, LLC	
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025
DWG. CHECKED BY:	SCALE: N/A
CHECKED BY:	PROJECT No: 15B037-1000

SHEET:  
**3**  
OF 12 SHEETS

SILVER PALM GLADE EAST  
LEGAL DESCRIPTION CONTINUED

6. thence N00°32'22"W, parallel with the West line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.24 feet to a point on the centerline of said S.W. 242nd Street;
7. thence S89°24'38"W along the said centerline of S.W. 242nd Street for 132.00 feet to the end of said centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
8. thence N00°32'22"W along the said West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 for 25.00 feet to the Southwest corner of Tract 1 of said FLORENCIA B HOLFERTY'S FARM;
9. thence continue N00°32'22"W along the West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 and along the West line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM for 215.06 feet to the Northwest corner of said Tract 1 of centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
10. thence N89°26'18"E along the North line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM and along the said South Right-of-Way line of S.W. 241<sup>st</sup> Street for 25.00 feet;
11. thence S00°32'22"E for 107.00 feet;
12. thence N89°26'18"E for 107.65 feet;
13. thence N00°32'22"W for 132.00 feet to a point on the centerline of said S.W. 241st Street;
14. thence S89°26'18"W along the said centerline of S.W. 241st Street for 132.65 feet to the end of said centerline;
15. thence N00°32'22"W for 25.00 feet to the Southwest corner of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
16. thence continue N00°32'22"W along the West line of said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 110.31 feet to a point that is 292.00 feet South of, as measured at right angles to, the said North line of the SW ¼ of Section 19;
17. thence S89°28'16"W along a line that is 292.00 feet South of, and parallel with, the said North line of the SW ¼ of Section 19 for 333.28 feet to a point on the West line of the NE ¼ of the NW ¼ of the said SW ¼ of Section 19;
18. thence N00°34'50"W along the said West line of the NE ¼ of the NW ¼ of the SW ¼ of Section 19 for 262.00 feet to a point on the said North line of the SW ¼ of Section 19;

**PALM GLADES CDD EXPANSION BOUNDARIES**



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1950 N.W. 94th AVENUE, 2nd FLOOR  
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PH. (305) 477-6472  
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TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		LEGAL DESCRIPTION	
PREPARED FOR:		LENNAR HOMES, LLC	
DRAWN BY:	M.G.	DATE:	MARCH 26TH, 2025
DWG. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	15B037-1000
			<b>4</b>
			of 12 SHEETS



SILVER PALM GLADE EAST  
LEGAL DESCRIPTION CONTINUED

30. thence N00°32'20"W for 108.96 feet to a point on the North line of the South ¼ of the NW ¼ of the said SW ¼ of the NW ¼ of Section 19;
31. thence N89°22'40"E along the said North line of the South ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 19 for 25.00 feet to the Southwest corner of the North ¼ of the West ¼ of the NE ¼ of the said ¼ of Section 19;
32. thence N00°32'20"W along the West line of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19 for 494.71 feet to the Northeast corner of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19;
33. thence S89°19'19"W along the North line of the said SW ¼ of the NW ¼ of Section 19 for 633.54 feet to a point that is 35.00 feet East of, as measured at right angles to, the West line of the said NW ¼ of Section 19;
34. thence N00°36'32"W along a line that is 35.00 feet East of, and parallel with, the said West line of the NW ¼ of Section 19 for 1,317.58 feet to a point on the North line of the said NW ¼ of Section 19;
35. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 635.16 feet to the Northeast corner of the NW ¼ of the NW ¼ of the said NW ¼ of Section 19;
36. thence S00°32'20"E along the East line of the said NW ¼ of the NW ¼ of the NW ¼ of Section 19 and its extension for 675.54 feet to a point on a circular curve concave to the Southeast, said point bearing N15°53'18"W from the center of said curve;
37. thence Northeasterly, along said curve to the right, having for its elements a radius of 1,050.00 feet and a central angle of 08°26'09" for an arc distance of 154.60 feet to the point of tangency;
38. thence N82°32'51"E for 60.18 feet to a point of curvature of a circular curve to the right;
39. thence to the right along said curve, having for its elements a radius of 700.00 feet and a central angle of 06°30'00" for an arc distance of 79.41 feet to the point of tangency;
40. thence N89°02'51"E for 44.19 feet to a point on the West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
41. thence N00°30'14"W along the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19 for 634.77 feet to the Northwest corner of the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
42. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 1,015.38 feet to a point that is 660.00 feet West of, as measured at right angles to, the East line of the said NW ¼ of Section 19;

**PALM GLADES CDD EXPANSION BOUNDARIES**



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		SHEET: 6	
SHEET NAME: LEGAL DESCRIPTION		DATE: MARCH 26TH, 2025	
PREPARED FOR: LENNAR HOMES, LLC		SCALE: N/A	
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	6 of 12 SHEETS	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 15B037-1000		

SILVER PALM GLADE EAST  
LEGAL DESCRIPTION CONTINUED

- 43. thence S00°19'47"E along a line that is 660.00 feet West, and parallel with, the said East line of the NW ¼ of Section 19 for 660.02 feet to a point that is 660.00 feet South of, as measured at right angles to, the said North line of the NW ¼ of Section 19;
- 44. thence N89°10'24"E along a line that is 660.00 feet South of, and parallel with, the said North line of the NW ¼ of Section 19 for 610.02 feet to a point that is 50.00 feet West of, as measured at right angle to, the said East line of the NW ¼ of Section 19;
- 45. thence S00°19'47"E along a line that is 50.00 feet West of, and parallel with, the said East line of the NW ¼ of Section 19, for 1,881.21 feet to a point on the North line of Lot 1 of Block 8 of said SOUTH MIAMI GARDENS;
- 46. thence S89°27'22"W along the said North line of Lot 1 of Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Northwest corner of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS;
- 47. thence S00°19'47"E along the West line of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS and along the West line of Lot 2 of Block 8 of SOUTH MIAMI GARDENS for 107.41 feet to the Southwest corner of said Lot 2 Block 8 of SOUTH MIAMI GARDENS;
- 48. thence N89°28'16"E along the South line of the said Lot 2 Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Point of Beginning.

NOTES:

- 1. The subject parcel contains 7,811,173 square feet (179.3199 acres), more or less.
- 2. The bearings are based on an assumed direction of S00°17'33"E along the East line of the SW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

**PALM GLADES CDD EXPANSION BOUNDARIES'**



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1950 N.W. 94th AVENUE, 2nd FLOOR  
DORAL, FLORIDA 33172  
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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	SHEET: <b>7</b> of 12 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 15B037-1000	

SILVER PALM GLADE WEST  
LEGAL DESCRIPTION

AND

The East ½ of the NE ¼, Less the East 35 feet thereof, AND the North 902.55 feet of the NE ¼ of the SE ¼ Less the East 35 feet, of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of the said East ½ of the NE ¼ of Section 24; thence N89°04'16"E along the North line of the said NE ¼ of Section 24 for 1,320.06 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said NE ¼ of Section 24; thence S00°36'32"E along a line that is 35.00 feet west of, and parallel with, the said East line of the NE ¼ of Section 24 for 2,634.79 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said SE ¼ of Section 24; thence S00°37'18"E along a line that is 35.00 feet West of, and parallel with, the said East line of the SE ¼ of Section 24 for 0.66 feet to a point on the North line of the said SE ¼ of Section 24; thence continue S00°37'18"E along said line that is 35.00 feet West of, and parallel with, the said East line of the SE ¼ of Section 24 for 902.71 feet to a point that is 902.55 feet South of, as measured at right angles to, the said North line of the SE ¼ of Section 24; thence S88°18'35"W along a line that is 902.55 feet South of, and parallel with, the said North line of the SE ¼ of Section 24 for 1,305.02 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'48"W along the said West line of the East ½ of the SE ¼ of Section 24 for 902.68 feet to the Northwest corner of the said SE ¼ of Section 24; thence N00°54'25"W along the West line of the said NE ¼ of Section 24 for 2,652.77 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 4,650,646 square feet (106.7641 acres), more or less.
2. The bearings are based on an assumed direction of N89°0'16" along the North line of the NE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

**PALM GLADES CDD EXPANSION BOUNDARIES**



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FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION	
SHEET NAME: LEGAL DESCRIPTION	
PREPARED FOR: LENNAR HOMES, LLC	
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025
DWG. CHECKED BY:	SCALE: N/A
CHECKED BY:	PROJECT No: 15B037-1000

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of 12 SHEETS

AND

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

# PALM GLADES CDD EXPANSION BOUNDARIES



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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	SHEET: <b>9</b> OF 12 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 15B037-1000	

AND

The South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:

Beginning at the NW corner of the South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW ¼; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW ¼ of the SW ¼ of the NW ¼ (East line SW ¼ of the SW ¼ of the NW ¼); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

## PALM GLADES CDD EXPANSION BOUNDARIES



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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	SHEET: <b>10</b> of 12 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 15B037-1000	

MDC029

AND

PARCEL A:

The South 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4 and the North 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

PARCEL B:

The North 1/2 of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of the Northwest 1/4, Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED REAL PROPERTY :

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 NE 1/4 of said Section 24; thence run N00°54'25"W along the West line of the said East 1/2 of the NE 1/4 of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East 1/2 of the NE 1/4 of 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 said East 1/2 of the NE 1/4 of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East 1/2 of the SE 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 S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East 1/2 of the SE 1/4 of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East 1/2 of the SE 1/4 of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE 1/4 of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

# PALM GLADES CDD EXPANSION BOUNDARIES



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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	SHEET: <b>11</b> OF 12 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 15B037-1000	

AND

FUTURE RESIDENTIAL PARCEL:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 806,435.08 SQUARE FEET AND/OR 18.51 ACRES, MORE OR LESS.

## PALM GLADES CDD EXPANSION BOUNDARIES



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TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: M.G.	DATE: MARCH 26TH, 2025	SHEET: 12
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 15B037-1000	OF 12 SHEETS

MDC031

**EXHIBIT C**

**CONSTRUCTION TIMETABLE AND COST ESTIMATE  
FOR AREA TO BE INCLUDED WITHIN DISTRICT BOUNDARIES**

	<u>COST ESTIMATE</u>	<u>START CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
Water Distribution System	\$1,978,000	Q4 2025	Q2 2026
Sanitary Sewer System	\$3,180,000	Q4 2025	Q2 2026
Roadway Improvements	\$5,345,000	Q3 2025	Q2 2026
Stormwater Management System	\$1,800,000	Q4 2025	Q2 2026
<b><u>Total:</u></b>	\$12,303,000		

**COMPOSITE EXHIBIT D**

**EVIDENCE OF WRITTEN CONSENT OF OWNER  
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF  
PALM GLADES COMMUNITY DEVELOPMENT DISTRICT**

**AFFIDAVIT**

On this 24 day of April, 2025, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Pablo Canals, who, after being duly sworn, deposes and says:

1. Affiant is an Authorized Representative of UL 112, LLC, a Florida limited liability company (the "Owner").

2. The Owner is the fee title owner of the following described property, to wit:

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

3. Affiant hereby represents that she has full authority to execute all documents and instruments on behalf of the Owner, including the Petition to Expand the Boundaries of the Palm Glades Community Development District before the County Commission of Miami-Dade County, Florida.

4. Affiant, on behalf of the Owner as the fee simple owner of the Property in the capacity described above, hereby gives full consent to the expansion of the external boundaries of the Palm Glades Community Development District to include the Property therein.

**IN WITNESS WHEREOF**, I have hereunto set my hand this 24 day of April, 2025.

UL 112, LLC, a Florida limited liability company

By: [Signature]  
Name: Pablo Canals  
Title: Authorized Representative

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of April, 2025, by Pablo Canals, as Authorized Representative of UL 112, LLC, a Florida limited liability company. She is personally known to me  or produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
JILIAN SANZ  
Typed, printed or stamped name of Notary Public

**Exhibit "A"**

**Description of Property**

1- A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND 1- BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

2- COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 806,435.08 SQUARE FEET AND/OR 18.51 ACRES, MORE OR LESS.

**COMPOSITE EXHIBIT E**

**RESOLUTION NO. Z-19-25 PROVIDING THE GENERAL DISTRIBUTION,  
LOCATION AND EXTENT OF PUBLIC AND PRIVATE USES OF LAND PROPOSED  
FOR THE AREA TO BE INCLUDED WITHIN THE DISTRICT**

Approved: \_\_\_\_\_ Mayor

Veto: \_\_\_\_\_

Override: \_\_\_\_\_

## RESOLUTION NO. Z-19-25

*WHEREAS*, UL 112, LLC, applied for the following:

### REQUEST #1 ON PARCEL A - COMMERCIAL PARCEL

- (1) DISTRICT BOUNDARY CHANGE from AU, Agricultural to BU-1A, Limited Business District.

### REQUEST #2 THROUGH #4 ON PARCEL B – RESIDENTIAL PARCEL

- (2) DISTRICT BOUNDARY CHANGE from AU, Agricultural District to PAD, Planned Area District.
- (3) NON-USE VARIANCE of zoning and subdivision regulations requiring lots to have frontage on a public right-of-way; to waive same to permit residential dwelling units to front on private roadways, and to permit such units to have access to public streets by means of private drives.
- (4) NON-USE VARIANCE to permit 160 multi-family units with 0 parking spaces (2 parking spaces required for each) and to allow the required parking spaces to be provided within private garages (not permitted).

Plans are on file and may be examined in the Department of Regulatory and Economic Resources, entitled "Canals 20 Acres," prepared by Pascual, Perez, Kiliddjian, Starr and Associates, consisting of 19 sheets dated stamped received October 9, 2024, and 10 sheets dated stamped received January 3, 2025; entitled "Proposed Community Residence," prepared by Bellon Architecture, consisting of 12 sheets dated stamped received October 9, 2024; civil plans entitled "Silver Palms Canals 20 Acres," prepared by Ford Engineers, Inc., consisting of 4 sheets dated stamped received February 24, 2025; and landscape plans entitled "Canals 20 Acres," prepared by Witkin Hults and Partners, consisting of 16 sheets dated stamped received January 3, 2025, for a total of 61 sheets. Plans may be modified at the public hearing.

SUBJECT PROPERTY: PARCEL A:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40E, FOR A DISTANCE OF LYING IN

MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 50.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N89°09'43"E ALONG SAID NORTH LINE, FOR A DISTANCE OF FOR A DISTANCE OF 452.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE S89°10'21"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 452.00 FEET TO A POINT OF NON-TANGENCY ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SW 112th AVENUE (S.R. 989)(SOUTH ALLAPATTAH ROAD); THENCE S00°48'05"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 964.56 FEET TO THE POINT OF BEGINNING.

PARCEL B:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40E, FOR A DISTANCE OF LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S 89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

LOCATION: Lying on the northeast corner of the intersection of S.W. 232 Street and S.W. 112 Avenue, Miami-Dade County, Florida.

*WHEREAS*, a public hearing of the Board of County Commissioners was advertised and held, as required by the Zoning Procedure Ordinance, and all interested parties concerned in the matter were given an opportunity to be heard, and which time the applicant proffered a Planned Area Development Declaration of Restrictions which among other things provided:

- 1) **Compliance with CDMP Covenant.** The Owner shall comply with the Comprehensive Development Master Plan (CDMP) covenant accepted in conjunction with the approval of CDMP Application No. CDMP20230026, which was processed concurrently with Zoning Hearing Application No. Z2023000447.
- 2) **Development Density and Intensity.**
  - a. The Residential Parcel, which is legally described in Exhibit "B" to this Declaration, may be developed with a maximum density of two-hundred and fifty seven (257) dwelling units. This restriction shall only be enforceable against the Residential Parcel, or any portion thereof.
  - b. Residential uses shall be prohibited on the Commercial Parcel, which is legally described in Exhibit "C" to this Declaration. Commercial uses, including, but not limited to a self-storage facility and retail uses, that would be consistent with the Business and Office designation, may be permitted on the Commercial Parcel, provided that any such use must also be consistent with zoning and other applicable regulations. These restrictions shall only be enforceable against the Commercial Parcel, or any portion thereof.
- 3) **Connection to Debbie Curtin Park.** The owner of the Residential Parcel shall provide a pedestrian access point along the northern boundary of the Residential Parcel to improve connectivity to the adjacent Debbie Curtin Park, subject to the approval of same by the Parks, Recreation and Open Space Department (the "Access Connection"). Said Access Connection may be gated or fenced to restrict access outside of standard business hours. This restriction shall only be enforceable against the Residential Parcel, or any portion thereof.
- 4) **Urban Development Design Guidelines.** The development shall utilize sound urban design principles, including, but not limited to, the Neighborhood Development, Single-Family Residential Street Perspective, Single-Family Residential

Block, Residential Open- Space Types and Residential Building Type sections of the Urban Design chapter, the Neighborhood Development section of the Development Patterns chapter, and the Composition Single-Family section of the Architecture chapter incorporated in Volume I Private Development of the County's Urban Design Manual (the "Manual") endorsed by Miami-Dade County Resolution R-1360-98, as determined in consultation with the Development Services Division of the Department of Regulatory and Economic Resources, or successor department This restriction shall only be enforceable against the Residential Parcel, or any portion thereof.

- 5) **Connection to Public Water and Sanitary Sewer.** The Owner hereby acknowledges and agrees that any development of the Property shall connect to the public water and public sanitary sewer system at the Owner's expense, and such infrastructure shall be designed and installed in accordance with the requirements of Chapter 24 of the Code of Miami Dade County and WASD rules and regulations and design standards. The right to connect the Property to the County's sewage system is subject to the terms, covenants, and conditions set forth in court orders, judgments, consent orders, consent decrees, and the like entered into between the County and the United States, the State of Florida, and/or any other governmental entity, including, but not limited to, the Consent Decree in the United States of America, the State of Florida and State of Florida Department of Environmental Protection v. Miami-Dade County, Case No. 1:12-cv-24400-FAM (S.D. Fla) (the "Consent Decree), as well as all other current, subsequent, or future enforcement, and regulatory actions and proceedings.
- 6) **Controlling Plans.** The Property will be developed in substantial conformity with the plans submitted for the hearing entitle "Canals 20 Acres," prepared by Pascual, Perez, Kiliddjian, Starr and Associates, consisting of 10 sheets dated stamped received 4/3/2025 and 24 sheets dated stamped received 10/9/2024; plans entitled "Proposed Community Residence," prepared by Bellon Architecture, consisting of 15 sheets, dated stamped received 10/9/2024; landscape plans entitled "Canals 20 Acres," prepared by Witkin Hults and Partners, consisting of 16 sheets dated stamped received 01/03/2025; and civil plans entitled "Silver Palms Canals 20 Acres," prepared by Ford Engineers, Inc., consisting of 4 sheets dated stamped received 02/24/2025, for a total of 69 sheets.
- 7) **Anticipated Development Schedule.** Development of the Property is projected to commence within twelve (12) months following the final approval by the County of the Zoning Application.
- 8) **Additional Development Information.**
  - (a) **Types of Dwelling Units.** The Owner agrees that the Property shall be developed with attached single-family fee-simple (Villa) townhouse

dwelling units and multi-family apartment dwelling units to include models and sizes as follows:

Single-Family Fee-Simple (Villa) Townhouses		
Model Units	Bedroom/Bath	Square Footage
Model A	3/3	1,377
Model B	3/2.5	1,470
Model D	3/2.5	1,573
Model E	3/2.5	1,749
Model F	3/2.5	1,548

Multi-Family Apartments		
Model Units	Bedroom/Bath	Square Footage
Model 1345	3/2	1,616
Model 1341	3/3	1,661
Model 1419	3/2.5	1,697
Model 1456	3/2.5	1,746
Model 1610	3/2.5	1,927

- (b) **Total Number of Bedrooms.** The maximum total number of bedrooms on the Property shall not exceed 771.
- (c) **Total Building Coverage.** The total area of the Property to be covered by buildings and structures (not including entrance features, swimming pools, cabana, pool decks or patios, or accessory garden structures such as fences, gazebos or chickee huts, etc.) shall not exceed approximately  $\pm 5.36$  acres, or 30.16% of the Property.
- (d) **Open Space.** The area of common open space for the Property shall consist of at least  $\pm 6.21$  acres, or 34.92% open space. The common open space areas

within the Property shall be accessible to future residents of the Property and their guests. Rules and regulations governing the use and accessibility of the common open space areas may be established by the Owner or any homeowners, property owners, or other collective ownership association established to operate and maintain such common open space.

- (e) **Principal Building Setback and Spacing Requirements.** The minimum building setbacks and spacing requirements for the principal buildings shall be as follows:

Single-Family Fee-Simple (Villa) Townhouses	
FRONT	31'- 0"
INTERIOR SIDES	0'-0"
SIDE STREET	8'-0"
REAR	22'-0"
SPACING BETWEEN BUILDINGS	20'-0"

Multi-Family Apartments	
FRONT	13'- 6"
INTERIOR SIDES	17'-4"
SIDE STREET	13'-6"
REAR	19' -8¼"
SPACING BETWEEN BUILDINGS	27'-3"

- (f) **Building Height.** No building, structure, or part thereof shall be erected or altered to a height exceeding 2 stories and shall not exceed 35 feet measured from grade.
  - (g) **Private Roads.** The private roadways designated on the Plans shall consists of approximately ±5.19 acres. The precise acreage constituting roadways may be subject to change based on final design and paving criteria.
  - (h) **Population Projection.** The estimated population projection resulting from the development of the Property is approximately 794 persons.
- 9) **Ownership and Maintenance of Roadways and Common Areas.** One or more property owners' association(s) or similar association(s) or special taxing district(s) or Community Development District (CDD) approved by Miami-Dade County in accordance with applicable regulations shall be created for the maintenance of the roadways and common areas within the Property.
- 10) **Pedestrian and Vehicular Access.** Owner agrees to provide for permanent and safe access for pedestrian and vehicular traffic within the Property and particularly for right of access for fire, police, health, sanitation, and other public service personnel and vehicles. The roadways shall be installed and maintained by the Owner, including, but not limited to, sidewalks, drainage facilities, water, sewers, and fire hydrants, subject to the approval of the appropriate County departments.

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

*WHEREAS*, upon due and proper consideration having been given to the matter, it is the opinion of this Board that the requested DISTRICT BOUNDARY CHANGE from AU, Agricultural to BU-1A, Limited Business District (Request #1) on Parcel A only, and the requested DISTRICT BOUNDARY CHANGE from AU, Agricultural District to PAD, Planned Area District (Request #2) on Parcel B only would be consistent with the Comprehensive Development Master Plan and would be compatible with the neighborhood and area

concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and

*WHEREAS*, the requested NON-USE VARIANCE of zoning and subdivision regulations requiring lots to have frontage on a public right-of-way; to waive same to permit residential dwelling units to front on private roadways, and to permit such units to have access to public streets by means of private drives (Request #3) and the requested NON-USE VARIANCE to permit 160 multi-family units with 0 parking spaces (2 parking spaces required for each) and to allow the required parking spaces to be provided within private garages (not permitted) (Request # 4) on Parcel B only would be in harmony with the general purpose and intent of the regulations and would conform with the requirements and intent of the Zoning Procedure Ordinance and would be consistent with the Comprehensive Development Master Plan, and should be approved, and

*WHEREAS*, a motion to approve the application (Requests #1 through #4) was offered by Commissioner Danielle Cohen Higgins, seconded by Commissioner Oliver G. Gilbert, III, and upon a poll of the members present the vote was as follows:

Marleine Bastien	aye	Keon Hardemon	absent
Juan Carlos Bermudez	aye	Eileen Higgins	aye
Danielle Cohen Higgins	aye	Kionne L. McGhee	aye
Sen. Rene Garcia	aye	Raquel A. Regalado	aye
Oliver G. Gilbert, III	aye	Micky Steinberg	aye
Roberto J. Gonzalez	aye		

Anthony Rodriguez aye

*NOW THEREFORE BE IT RESOLVED* by the Board of County Commissioners, Miami-Dade County, Florida, that the requested DISTRICT BOUNDARY CHANGE from

AU, Agricultural to BU-1A, Limited Business District (Request #1) on the Parcel A only, and the requested DISTRICT BOUNDARY CHANGE from AU, Agricultural District to PAD, Planned Area District (Request #2) on Parcel B only be and the same are hereby approved and said property is hereby zoned accordingly.

*BE IT FURTHER RESOLVED*, that the requested NON-USE VARIANCE of zoning and subdivision regulations requiring lots to have frontage on a public right-of-way; to waive same to permit residential dwelling units to front on private roadways, and to permit such units to have access to public streets by means of private drives (Request #3) and the requested NON-USE VARIANCE to permit 160 multi-family units with 0 parking spaces (2 parking spaces required for each) and to allow the required parking spaces to be provided within private garages (not permitted) (Request # 4) on Parcel B only be and the same are hereby approved, subject to the following conditions:

1. That a site plan be submitted to and meet with the approval of the Director of the Department of Regulatory and Economic Resources or its successor Department upon the submittal of an application for a building permit and/or Certificate of Use; said plan must include among other things but not be limited to, location of structure or structures, exits and entrances, drainage, walls, fences, landscaping, etc.
2. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitle "Canals 20 Acres," prepared by Pascual, Perez, Kiliddjian, Starr and Associates, consisting of 10 sheets dated stamped received 4/3/2025 and 24 sheets dated stamped received 10/9/2024; plans entitled "Proposed Community Residence," prepared by Bellon Architecture, consisting of 15 sheets dated stamped received 10/9/2024; landscape plans entitled "Canals 20 Acres," prepared by Witkin Hults and Partners, consisting of 16 sheets dated stamped received 01/03/2025; and civil plans entitled "Silver Palms Canals 20 Acres," prepared by Ford Engineers, Inc., consisting of 4 sheets dated stamped received 02/24/2025, for a total of 69 sheets.
3. That the use be established and maintained in accordance with the approved plan.
4. That the private garages shall not be enclosed in any manner and shall remain for parking of vehicles and storage only.

5. That the applicant submits to the Department of Regulatory and Economic Resources for its review and approval a landscaping plan which indicates the type and size of plant material prior to the issuance of a building permit and to be installed prior to the issuance of a Certificate of Use.
6. That the applicant complies with all the applicable conditions, requirements, recommendations, requests, and other provisions of the Division of Environmental Resource Management of the Department of Regulatory and Economic Resources as contained in its memorandum.
7. That the applicant complies with all applicable conditions, requirements, recommendations, requests, and other provisions of the Platting and Traffic Review Section of the Department of Regulatory and Economic Resources as indicated in the memorandum dated March 12, 2025.
8. That the applicant complies with all applicable conditions, requirements, recommendations, requests, and other provisions of the Traffic Engineering Division (TED) of the Department of Transportation and Public Works as indicated in the memorandum dated April 8, 2025.

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

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

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

*THIS RESOLUTION HAS BEEN DULY PASSED AND ADOPTED* this 29<sup>th</sup> day of April, 2025, and shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

cl

JUAN FERNANDEZ-BARQUIN  
Clerk of the Court and Comptroller  
Board of County Commissioners  
Miami-Dade County, Florida

BASIA PRUNA  
By \_\_\_\_\_  
Deputy Clerk

THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON THE 27<sup>TH</sup> DAY OF MAY, 2025.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Claudia Luna, as Deputy Clerk for the Miami-Dade County Department of Regulatory and Economic Resources as designated by the Director of the Miami-Dade County Department of Regulatory and Economic Resources and Ex-Officio Secretary of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-19-25 adopted by said Board of County Commissioners at its meeting held on the 29<sup>th</sup> day of April, 2025.

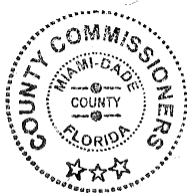
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 27<sup>th</sup> day of May, 2025.



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Claudia Luna, Deputy Clerk (160446)  
Miami-Dade County Department of Regulatory and Economic  
Resources

SEAL





Department of Regulatory and Economic Resources  
Development Services Division  
111 NW 1st Street • Suite 1110  
Miami, Florida 33128-1902  
T 305-375-2640  
www.miamidade.gov/economy

May 27, 2025

UL 112, LLC  
c/o Mercy Arce  
701 Brickell Ave Unit: 3300  
Miami, FL 33131

Re: Hearing No. 23-447  
Location: Lying on the northeast corner of the intersection of S.W. 232 Street and S.W. 112 Avenue,  
Miami-Dade County, Florida.

Dear Applicant:

Enclosed herewith is Resolution No. Z-19-25, adopted by the Board of County Commissioners which approved your application on the above-described property. Please note the conditions under which said approval was granted, since failure to comply with stipulated conditions, if any, will result in the issuance of civil violation notices requiring payment of daily fines.

If stipulated in the resolution that building permits and/or use, occupancy or completion certifies will be required, please note that permits must be obtained, and final inspection approvals received for construction work done or required prior to issuance of the applicable certifies(s) pursuant to Section 33-8 of the Zoning Code. Payment of certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates may be subject to annual renewal by this Department. Application for required permits and/or certificates related to use, occupancy or completion should be made with this Department as appropriate. At time of permit application, you must provide a copy of this resolution.

The Board's decision may be appealed by an aggrieved party to Circuit Court within 30 days of the date of transmittal of the resolution to the Clerk of the Count Commission. The transmittal date is May 27, 2025. In the event an appeal is filed, any building permit sought shall be at the risk of the party seeking said permit. Copies of any court filings concerning this matter should be served upon both my office and:

Gerri Bonzon- Keenan,  
County Attorney  
111 N.W. 1<sup>st</sup> Street, Suite 2811  
Miami, Florida 33128-1993

The County Attorney is not permitted to accept official service of process.

Sincerely,

A handwritten signature in blue ink that reads "Claudia Luna".

Claudia Luna  
Deputy Clerk  
Enclosure

MDC050

## **EXHIBIT F**

### **STATEMENT OF ESTIMATED REGULATORY COSTS**

#### **1.0 Introduction**

##### **1.1 Purpose and Scope**

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to expand boundaries of Palm Glades Community Development District (the “District”). The District is a unit of special-purpose local government established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter by Ordinance No. 05-181 of Miami-Dade County, Florida (the “County”), adopted on October 18, 2005, as amended by Ordinance No. 07-161 of the County adopted on November 6, 2007, as further amended by Ordinance No. 19-99 of the County adopted on October 29, 2019 (collectively the “Ordinance”). The District is currently comprised of approximately 303.5 +/- acres. The District desires to expand the boundaries by adding approximately 18.51 +/- acres. The proposed expansion area is generally located east of S.W. 112<sup>th</sup> Avenue, north of S.W. 232<sup>nd</sup> Street, south of S.W. 228<sup>th</sup> Street and west of S.W. 109<sup>th</sup> Avenue, in unincorporated Miami-Dade County, Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

“That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant.”

##### **1.2 Overview of the Palm Glades Community Development District**

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Palm Glades Community Development District. Following the expansion, the Palm Glades Community Development District will encompass approximately 322.01 +/- gross acres.

The development plan for the proposed expansion within the District includes the construction of approximately 257 residential units. A Community Development District (“CDD”) is an independent unit of special-purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general-purpose government unit, e.g., the County in

which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general-purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the consequences of approving the proposal to expand the boundaries of the District.

### **1.3 Requirements for Statement of Estimated Regulatory Costs**

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

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

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

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

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

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

(c) A good faith estimate of the cost to the agency<sup>1</sup>, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local 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, 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, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52,

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<sup>1</sup> For the purposes of this SERC, the term “agency” means the County and the term “rule” means the ordinance(s) which the County will enact in connection with the expansion of the District.

Florida Statutes. (Miami-Dade County is not defined as a small county for purposes of this requirement).

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

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) [of Section 120.541, Florida Statutes] 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, business competitiveness or increased regulatory costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) having an adverse impact on business competitiveness, including the ability of person doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or (3) 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 expansion of the District will meet any of the triggers in Section 120.541(2)(a), Florida Statutes. The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 below.

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

As noted above, the District is a residential community and the expansion is designed for up to 257 residential units. Expansion of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the principal developer of the lands within the District and any other landowner will also be under the jurisdiction of the District.

**4.0 A good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.**

**4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule.**

#### **State Government Entities**

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The District expanded will encompass under 2,500 acres, therefore the County is the establishing entity under 190.005(1) Florida Statutes, and the Miami-

Dade County Home Rule Charter. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential.

### **Miami-Dade County**

The land within the proposed expansion area of the District is within unincorporated Miami-Dade County and consists of approximately 18.51 +/- gross acres. This Petition to expand the District boundaries will require that the County and its staff analyze the Petition, conduct a public hearing and take final action with respect to the expansion of the District. These activities will absorb some resources.

The costs of these activities are modest for a number of reasons. First, review of the Petition does not include analysis of the project itself. Second, the Petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the Petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning changes that are far more complex than the Petition is.

The annual costs to the County because of the expansion of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports (e.g., the District's proposed budget) that the District is required to provide to the County.

#### **4.2 Impact on State or Local Revenues**

Adoption of the proposed ordinance expanding the District 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, as expanded, to construct its infrastructure, or for any other reason, are not debts of the State or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

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

Table 1 provides an outline of the various facilities and services the District may provide to the proposed expansion area. The District will fund, own and operate the stormwater management

and the roadway improvements. The District will also fund the water distribution system, and sanitary sewer system, which the County will own, operate and maintain.

**Table 1. Palm Glades Community Development District Proposed Facilities and Services**

<b>FACILITY</b>	<b>FUNDED BY</b>	<b>OWNERSHIP</b>	<b>O&amp;M</b>
<b>Water Distribution System</b>	<b>CDD</b>	<b>MDC</b>	<b>MDC</b>
<b>Sanitary Sewer System</b>	<b>CDD</b>	<b>MDC</b>	<b>MDC</b>
<b>Roadway Improvements</b>	<b>CDD</b>	<b>CDD</b>	<b>CDD</b>
<b>Storm Water Management System</b>	<b>CDD</b>	<b>CDD</b>	<b>CDD</b>

**Key:** O&M=Operations and Maintenance, CDD=Community Development District; MDC =Miami-Dade County

The petitioner has estimated the design and development costs for providing the capital facilities to the expansion area. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$12,303,000. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District’s capital improvement program as outlined in Table 2.

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

Furthermore, the decision made by new property owners to reside in the District is completely voluntary. Thus, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City or County provision, or through developer equity and/or bank loans.

In considering these costs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits:

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

Second, a district is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Expansion of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a district is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident-elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County’s overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high-quality infrastructure provided by the District is likely to be fairly low.

**Table 2. Cost Estimate for District Facilities**

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<b>Category</b>	<b>Cost</b>
<b>Water Distribution System</b>	<b>\$ 1,978,000</b>
<b>Sanitary Sewer System</b>	<b>\$ 3,180,000</b>
<b>Roadway Improvements</b>	<b>\$ 5,345,000</b>
<b>Stormwater Management System</b>	<b><u>\$ 1,800,000</u></b>
<b>Total Projected Costs of Improvements</b>	<b>\$12,303,000</b>

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**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 in Section 120.52, Florida Statutes.**

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

The proposed expansion area is located in Miami-Dade County. As of the Census date, the 2020 Census, the County has a population in excess of 75,000 people. Therefore, the expansion area is not located in a county defined as a “small county” according to Section 120.52(19), Florida Statutes.

**7.0 Any additional useful information.**

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

**8.0 In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.**

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

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

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

**EXHIBIT G**

**DECLARATION OF RESTRICTIVE COVENANTS**

This instrument was prepared by:

Name: Ginger E. Wald  
Address: Billing, Cochran, Lyles, Mauro &  
Ramsey, P.A.  
515 East Las Olas Boulevard, Sixth Floor  
Fort Lauderdale, Florida 33301

Space above reserved for use of recording office

### DECLARATION OF RESTRICTIVE COVENANTS

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the “Property”), located in Miami-Dade County, Florida (the “County”); and

**WHEREAS**, a petition to create the Palm Glades Community Development District (the “District”) was approved and adopted by the Board of Miami-Dade County Commissioners (the “Board”), pursuant to Ordinance No. 05-181 on October 18, 2005, as amended by Ordinance No. 07-161 on November 6, 2007, as further amended by Ordinance No. 19-99 on October 29, 2019 (collectively the “Ordinance”), and a petition (the “Petition”) to expand the boundaries of the District was filed on \_\_\_\_\_, 2025, and approved pursuant to Ordinance No. \_\_\_\_\_ on \_\_\_\_\_, by the Board; and

**WHEREAS**, a Declaration of Restrictive Covenants was previously recorded on November 28, 2005 at O.R. Book 23992 Page 3234, of the Public Records of Miami-Dade County, Florida (the “Original Declaration”), which was amended by a recorded Amendment to Declaration of Restrictive Covenants, recorded on October 28, 2008, at O.R. Book 26627, Page 2115, which was further amended by a recorded Declaration of Restrictive Covenants, recorded on November 8, 2019, at O.R. Book 31683, Page 1838, relating to certain real property located

within the boundaries of the District, in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

**WHEREAS**, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a “Prospective Initial Purchaser”), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, “Capital Assessments”), and (2) the costs associated with (i) operations of the District including administration (“Operations Assessments”) and (ii) maintenance of public infrastructure by the District (“Infrastructure Maintenance Assessments”); Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as (“Administrative Assessments”); and

**WHEREAS**, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

**WHEREAS**, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by; and

**WHEREAS**, Owner wishes to provide this new Declaration of Restrictive Covenants (the “Declaration”) with respect to the Property.

**NOW, THEREFORE**, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this “Declaration”):

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the Public Records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the Public Records of the County, the Property and all lands, parcels, lots, and units located within the District’s amended boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a “Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such individual Dwelling Unit substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract (“Purchase Contract”) for such Dwelling Unit. For the purposes of this Declaration, the term “Owner” means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the “Effective Date of the Ordinance”) but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given

together with the following written notice and must be sent to such Prospective Initial 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 ("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 \$29,569 FOR A VILLA UNIT AND \$32,569 FOR A CONDOMINIUM UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$17,573 FOR A VILLA UNIT AND \$19,356 FOR A CONDOMINIUM UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$985.64 FOR A VILLA UNIT AND \$1,085.64 FOR A CONDOMINIUM 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 \$29,569 FOR A VILLA UNIT AND \$32,569 FOR A CONDOMINIUM UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$17,573 FOR A VILLA UNIT AND \$19,356 FOR A CONDOMINIUM UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$985.64 FOR A VILLA UNIT AND \$1,085.64 FOR A CONDOMINIUM 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. PROSPECTIVE 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, PROSPECTIVE INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PROSPECTIVE 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 Purchase Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District’s first three (3) fiscal years by more than five percent (5%); and/or

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

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

1.3.3. Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any

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

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

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

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

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL

HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$29,569 FOR A VILLA UNIT AND \$32,569 FOR A CONDOMINIUM UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$17,573 FOR A VILLA UNIT AND \$19,356 FOR A CONDOMINIUM UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$985.64 FOR A VILLA UNIT AND \$1,085.64 FOR A CONDOMINIUM 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 (3) 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 (iii) the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

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

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

1.4.2. In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such Actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an

annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3. In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4. Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative

Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessments 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:

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE PALM GLADES 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, OPERATIONS, 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 PALM GLADES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN THE SILVER PALMS COMMUNITIES. A

PURCHASER OF PROPERTY IN SILVER PALMS COMMUNITIES 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 PALM GLADES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT *[INSERT APPROPRIATE CONTACT INFORMATION]*."

1.6. Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7. Sole Provider of Water, Wastewater, and Reuse Service

Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided

by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application for the creation of a multi-purpose maintenance special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, lighting and landscaping, as applicable. Upon approval of the creation of the aforementioned special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the Public Records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and

use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1. The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit, has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2. The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3. Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the Public Records of the County, following the acceptance by the Board of an ordinance approving the expansion of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release,

including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the assistant in charge of the office in the County Mayor's or Designee's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

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

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board

and other County boards, officials, and employees retain full authority to approve or deny such application.

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IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 24 day of April, 2025.

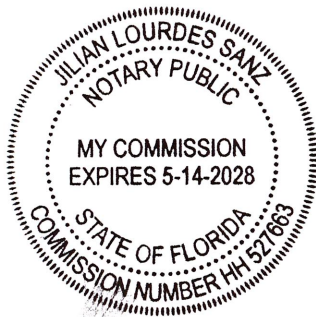
OWNER:

UL 112, LLC, a Florida limited liability company

By: [Signature]  
Name: Pablo Canals  
Title: Authorized Representative

STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 24 day of April, 2025, by Pablo Canals, as Authorized Representative of UL 112, LLC, a Florida limited liability company. She is personally known to me  or produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Print Name: JULIAN SANZ  
My commission expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION OF AREA TO BE ADDED TO THE DISTRICT**

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAIN 806,435.08 SQUARE FEET AND/OR 18.51 ACRES, MORE OR LESS.

## Exhibit B

### CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
VILLA	\$ 985.64	\$564.36	\$1,550.00
CONDOMINIUM	\$1,085.64	\$564.36	\$1,650.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> Assessments	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance</u> Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
VILLA	\$47.03	\$0	\$82.14
CONDOMINIUM	\$47.03	\$0	\$90.47

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
VILLA	\$17,573.00	\$29,569.00
CONDOMINIUM	\$19,356.00	\$32,569.00

\_\_\_\_\_ PURCHASERS INITIALS

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

\_\_\_\_\_ PURCHASER'S INITIALS

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

\_\_\_\_\_ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.2 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_\_ PURCHASER'S INITIALS

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

\_\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$985.64** for a villa unit (approximately **\$82.14** per month) and **\$1,085.64** for a condominium unit (approximately **\$90.47**), 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 \$29,569 for a villa unit and \$32,569 for a condominium unit.

\_\_\_\_\_ PURCHASER'S INITIALS

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

\_\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$564.36 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_\_ PURCHASER'S INITIALS

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

\_\_\_\_\_ PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

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

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

**EXHIBIT H**  
**RESOLUTION OF THE DISTRICT**

**RESOLUTION NO. 2025-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL AND DISTRICT STAFF TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT; AND PROVIDE FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, Palm Glades Community Development District (“District”) has received a request from the landowner of adjacent parcel, that the landowner’s parcel be annexed into the District; and

**WHEREAS**, the District Board of Supervisors (“Board”) has determined that it is in the best interests of the District and its residents to expand the boundaries of the District; and

**WHEREAS**, pursuant to Section 190.046, Florida Statutes, the District Board proposes to expand the District by approximately 20 +/- acres.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, THAT:**

**SECTION 1.** The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

**SECTION 2.** The District hereby authorizes, ratifies and confirms the filing with Miami-Dade County, Florida, a petition to expand the boundaries of the District to include the area described in Exhibit “A” attached hereto (the “Expansion Area”), all in accordance with Section 190.046, Florida Statutes.

**SECTION 3.** The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of this Resolution.

**SECTION 4.** All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 5.** If any clause, section or other part or application of this Resolution is held by court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

**SECTION 6.** This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 14 DAY OF January, 2024.

By:   
Secretary/Assistant Secretary  
Juliana Duque

**PALM GLADES COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
Chairperson/Vice Chairperson  
Mauricio Pelaez

Exhibit "A"

LEGAL DESCRIPTION

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTH 1/4 CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT BEING THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4, FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE NORTH LINE OF THE SOUTH 3/4 OF SAID SOUTHWEST 1/4; THENCE N89°10'21"E ALONG SAID NORTH LINE, FOR A DISTANCE OF 834.92 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST 1/4; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET TO A POINT OF NON-TANGENCY ALONG SAID NORTH LINE OF SAID SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4; THENCE S 89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT OF BEGINNING.

"EXHIBIT 2 to the Ordinance"

Legal Description

## SILVER PALM GLADE EAST

### LEGAL DESCRIPTION

A portion of the West ½ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida; SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 23, at Page 22; AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 31, at Page 58; 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, at Page 28, FLORENCIA BHOLFERTY'S FARM, according to the plat thereof recorded in Plat Book 51, at Page 24, and the Rights-of-Way of S.W. 239<sup>th</sup> Terrace, S.W. 241<sup>st</sup> Street and S.W. 242<sup>nd</sup> Street, as shown on the above plats, all as recorded in the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of the SW ¼ of said Section 19;

1. Thence S89°28'16"W along the North line of the said SW ¼ of Section 19 for 50.00 feet to a point that is 50.00 feet West of, as measured at right angles to, the East line of the said SW ¼ of Section 19, said point being the Point-of-Beginning of the parcel herein described;
2. Thence from the above established Point-of-Beginning run S00°17'33"E along a line that is 50.00 feet West of, and parallel with, the said East line of the SW ¼ of Section 19, for 1,320.68 feet to a point on the South line of the NE ¼ of the said SW ¼ of section 19, said point also lying on the North line of the plat of MANGUS SUBDIVISION SECTION ONE, according to the plat thereof recorded in Plat Book 156, at Page 94, of the Public Records of Miami-Dade County, Florida;
3. Thence S89°23'29"W along the said South line of the said NE ¼ of the SW ¼ of Section 19 and South line of the NW ¼ of the said SW ¼ of Section 19 and along the said North line of MANGUS SUBDIVISION SECTION ONE, the plat of MANGUS SUBDIVISION SECTION TWO according to the plat thereof recorded in Plat Book 159, at Page 50 and the boundary line of the plat of SUMMERVILLE SUBDIVISION, according to the plat thereof recorded in Plat Book 162, at Page 44, of the Public Records of Miami-Dade County, Florida, for 1,945.10 feet to a point, said point being the Southwest corner of the SE ¼ of the said NW ¼ of Section 19;
4. Thence N00°32'22"W along the West line of the said NE ¼ of the NW ¼ of the SW ¼ of Section 19, and along the said boundary line of the plat of SUMMERVILLE SUBDIVISION, for 528.74 feet to the Southwest corner of Tract 5 of the said plat of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
5. Thence N89°24'20"E along the South line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.00 feet;
6. Thence N00°32'22"W, parallel with the West line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.24 feet to a point on the centerline of said S.W. 242<sup>nd</sup> Street;

7. Thence S89°24'38"W along the said centerline of S.W. 242<sup>nd</sup> Street for 132.00 feet to the end of said centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
8. Thence N00°32'22"W along the said West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 for 25.00 feet to the Southwest corner of Tract 1 of said FLORENCIA BHOLFERTY'S FARM;
9. Thence continue N00°32'22"W along the West line of the East ½ of the NW ¼ of the SW ¼ of section 19 and along the West line of said Tract 1 of FLORENCIA BHOLFERTY'S FARM for 215.06 feet to the Northwest corner of said Tract 1 of centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;
10. Thence N89°26'18"E along the North line of said Tract 1 of FLORENCIA BHOLFERTY'S FARM and along the said South Right-of-Way line of S.W. 241<sup>st</sup> Street for 25.00 feet;
11. Thence S00°32'22"E for 107.00 feet;
12. Thence N89°26'18"E for 107.65 feet;
13. Thence N00°32'22"W for 132.00 feet to a point on the centerline of said S.W. 241<sup>st</sup> Street;
14. Thence S89°26'18" W along the said centerline of S.W. 241<sup>st</sup> Street for 132.65 feet to the end of said centerline;
15. Thence N00°32'22"W for 25.00 feet to the Southwest corner of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
16. Thence continue N00°32'22"W along the West line of said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 110.31 feet to a point that is 292.00 feet South of, as measured at right angles to, the said North line of the SW ¼ of Section 19;
17. Thence S89°28'16"W along a line that is 292.00 feet South of, and parallel with, the said North line of the SW ¼ of Section 19 for 333.28 feet to a point on the West line of the NE ¼ of the NW ¼ of the said SW ¼ of Section 19;
18. Thence N00°34'50"W along the said West line of the NE ¼ of the NW ¼ of the SW ¼ of Section 19 for 262.00 feet to appoint on the said North line of the SW ¼ of Section 19;
19. Thence N89°28'16"E along the said North line of the SW ¼ of Section 19 for 333.46 feet to the Northwest corner of the said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
20. Thence continue N89°28'16"E along the said North line of the SW ¼ of Section 19 and along the said North line of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 333.46 feet to the Southwest corner of Tract 7 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
21. Thence N00°30'14"W along the West line of said Tract 7 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS and its extension for 157.01 feet to the Southwest corner of Tract 6 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

22. Thence N89°27'22"E along the South line of said Tract 6 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet;
23. Thence N00°30'14"W for 107.04 feet to a point on the North line of said Tract 6 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;
24. Thence S89°26'28"W along the said North line of Tract 6 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet to the Northwest corner of said Tract 6 of said 2<sup>ND</sup> AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, said point lying on the East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19;
25. Thence N00°30'14"W along the said East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19 for 315.98 feet to a point;
26. Thence S89°28'16"W along a line that is parallel with the said South line of the NW ¼ of Section 19 for 333.82 feet to a point on the East line of the SW ¼ of the said SW ¼ of the NW ¼ of Section 19;
27. Thence N00°32'20"W along the said East line of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, radial to the next described curve, for 29.61 feet to a point on a circular curve concave to the Northeast;
28. Thence Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly, along said curve to the right, having for its elements a radius of 50.00 feet and a central angle of 138°11'23" for an arc distance of 120.59 feet to a point of reverse curvature;
29. Thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle of 48°11'23" for an arc distance of 21.03 feet to the point of tangency;
30. Thence N00°32'20"W for 108.96 feet to a point on the North line of the South ¼ of the NW ¼ of the said SW ¼ of the NW ¼ of Section 19;
31. Thence N89°22'40"E along the said North line of the South ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 19 for 25.00 feet to the Southwest corner of the North ¾ of the West ½ of the NE ¼ of the said ¼ of Section 19;
32. Thence N00°32'20"W along the West line of the said NE ¼ of the SW ¼ of the NW ¼ of section 19 for 494.71 feet to the Northeast corner of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19;
33. Thence S89°19'19"W along the North line of the said SW ¼ of the NW ¼ of Section 19 for 633.54 feet to a point that is 35.00 feet East of, as measured at right angles to, the West line of the said NW ¼ of Section 19;
34. Thence N00°36'32"W along a line that is 35.00 feet East of, and parallel with, the said West line of the NW ¼ of section 19 for 1,317.58 feet to a point on the North line of the said NW ¾ of Section 19;
35. Thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 635.16 feet to the Northeast corner of the NW ¼ of the NW ¼ of the said NW ¼ of Section 19;

36. Thence S00°32'20"E along the East line of the said NW ¼ of the NW ¼ of the NW ¼ of section 19 and its extension for 675.54 feet to a point on a circular curve concave to the Southeast, said point bearing N15°53'18"W from the center of said curve;
37. Thence Northeasterly, along said curve to the right, having for its elements a radius of 1,050.00 feet and a central angle of 08°26'09" for an arc distance of 154.60 feet to the point of tangency.
38. Thence N82°32'51"E for 60.18 feet to a point of curvature of a circular curve to the right;
39. Thence to the right along said curve, having for its elements a radius of 700.00 feet and a central angle of 06°30'00" for an arc distance of 79.41 feet to the point of tangency;
40. Thence N89°02'51"E for 44.19 feet to a point on the West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
41. Thence N00°30'14"W along the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19 for 634.77 feet to the Northwest corner of the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;
42. Thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 1,015.38 feet to a point that is 660.00 feet West of, as measured at right angles to, the East line of the said NW ¼ of Section 19;
43. Thence S00°19'47"E along a line that is 660.00 feet West, and parallel with, the said East line of the NW ¼ of Section 19 for 660.02 feet to a point that is 660.00 feet South of, as measured at right angles to, the said North line of the NW ¼ of section 19;
44. Thence N89°10'24"E along a line that is 660.00 feet South of, and parallel with, the said North line of the NW ¼ of Section 19 for 610.02 feet to a point that is 50.00 feet West of, as measured at right angle to, the said East line of the NW ¼ of Section 19;
45. Thence S00°19'47"E along a line that is 50.00 feet West of, and parallel with, the said East line of the NW ¼ of section 19, for 1,881.21 feet to a point on the North line of Lot 1 Block 8 of said SOUTH MIAMI GARDENS;
46. Thence S89°27'22"W along the said North line of lot 1 of Block 8 of SOUTH MIAMI GARDENS feet to the Northwest corner of said lot 1 of Block 8 of SOUTH MIAMI GARDENS;
47. Thence S00°19'47"E along the West line of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS and along the West line of lot 2 of Block 8 of SOUTH MIMI GARDENS for 107.41 feet to the Southwest corner of said lot 2 Block 8 of SOUTH MIAMI GARDENS;
48. Thence N89°28'16" E along the South line of the said Lot 2 Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Point-of-Beginning.

NOTES:

1. The subject parcel contains 7,811,173.00 square feet (179.3199 acres), more or less.
2. The bearings are based on an assumed direction of S00°17'33"E along the East line of the SW ¼ of Section 19, Township 56 South, RANGE 40 East, Miami-Dade County, Florida.

AND

The East ½ of the NE ¼, Less the East 35.00 feet thereof, AND the North 902.55 feet of the NE ¼ of the SE ¼ Less the East 35.00 feet, of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of the said East ½ of the NE ¼ of Section 24; thence N89°04'16"E along the North line of the said NE ¼ of Section 24 for 1,320.06 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said NE ¼ of Section 24; thence S00°36'32"E along a line that is 35.00 feet west of, and parallel with, the said East line of the NE ¼ of Section 24 for 2,634.79 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said SE ¼ of section 24; thence S00°37'18"E along a line that is 35.00 feet West of, and parallel with, the said East line of the SE ¼ of Section 24 for 902.71 feet to a point that is 902.55 feet South of as measured at right angles to, the said North line of the SE ¼ of Section 24; thence S88°18'35"W along a line that is 902.55 feet South of, and parallel with, the said North line of the SE ¼ of section 24 for 1,305.02 feet to a point on the West line of the Said East ½ of the SE ¼ of Section 24; thence N00°42'48"W along the said West line of the East ½ of the SE ¼ of Section 24 for 902.68 feet to the Northwest corner of the said SE ¼ of Section 24; thence N00°54'25"W along the West line of the said NE ¼ of Section 24 for 2,652.77 feet to the Point-of-Beginning.

NOTES:

1. The above-described parcel contains 4,650,646.00 square feet (106,7641 acres) more or less.
2. The bearings are based on an assumed direction of N89°04'16"E along the North line of the NE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

AND

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East ½ of the Northwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370.00 feet South of the Northeast corner of the Northwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 56 South, Range 40 East; thence West

330.00 feet; thence South 50.00 feet; thence East 330.00 East, thence North 50.00 feet to the Point-of-Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108.00 feet of the North 370.00 feet of the East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175.00 feet of the North 75.00 feet of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25.00 feet thereof.

Parcel 5:

The East  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25.00 feet of the East 175.00 feet of the North 75.00 feet of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above-described parcel contains 164,491.00 square feet (3.3630 acres), more or less.

AND

The South 550.00 feet of the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 19, Township 56 South Range 40 East, Miami-Dade County, Florida, LESS the West 35.00 feet for Right-of-Way, and Less the following described lands:

Beginning at the NW corner of the South 550.00 feet of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, thence run South  $00^{\circ}36'32''$  East a distance of 20.00 feet to a point on the West line of the said NW  $\frac{1}{4}$ ; thence run North  $89^{\circ}28'16''$  East a distance of 231.35 feet; thence run North  $86^{\circ}50'49''$  East a distance of 436.70 feet to a point on the North line of the South 550.00 feet of said SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  (East line SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ); Thence run South  $89^{\circ}28'16''$  West along the North line a distance of 667.61 feet to the Point-of-Beginning, lying in the SW  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580.00 feet of the West  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103.00 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above-described parcel contains 544,003.42 square feet (12.4886 acres), more or less.

AND

PARCEL A:

The South  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  and the North  $\frac{1}{2}$  of the South  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

PARCEL B:

The North  $\frac{1}{2}$  of the North  $\frac{1}{2}$  of the Northwest  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  of the Northwest  $\frac{1}{4}$ , Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED REAL PROPERTY:

A portion of the East  $\frac{1}{2}$  of the East  $\frac{1}{2}$  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  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of said Section 24; thence run N00° 54'25"W along the West line of the said East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 24 for 40.00 feet to a point on the North line of the South 40.00 feet of the said East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of 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 265.00 feet of the said East  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40.00 feet of the East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  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 S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 70.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left, thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East  $\frac{1}{2}$  of the SE  $\frac{1}{4}$  of Section 24; thence run S88°18'35"W

along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point-of-Beginning.

NOTES:

1. The above-described parcel contains 255,829.00 square feet (5.8730 acres), more or less.
2. The bearings are based on an assumed direction of N88°18'35"E along the North line of SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

AND

FUTURE RESIDENTIAL PARCEL:

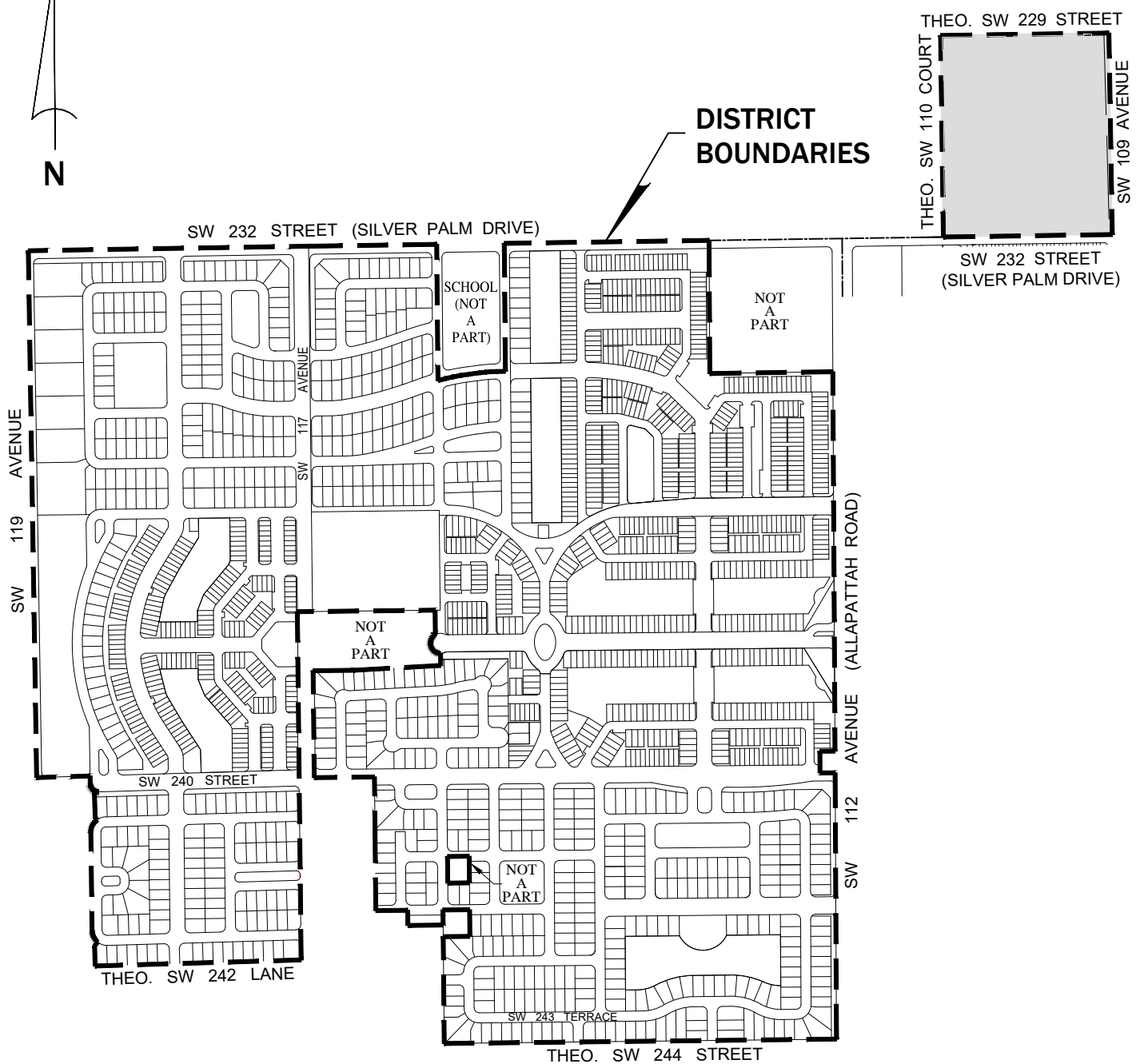
A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SECTION 18, TOWNSHIP 56 S, RANGE 40 E, LYING IN MIAMI-DADE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE N89°09'43"E ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF THE SOUTHEAST ¼ OF SAID SECTION 18, FOR A DISTANCE OF 502.00 FEET TO A POINT OF NON-TANGENCY ALONG SAID SOUTH LINE; THENCE N00°48'05"W, FOR A DISTANCE OF 35.00 FEET TO A POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST 1/4, SAID POINT ALONG THE NORTH LINE OF THE SOUTH 35.00 FEET OF SAID SOUTHWEST ¼, SAID POINT BEING THE POINT-OF-BEGINNING OF THE HEREINAFTER DESCRIBED PARCEL; THENCE N00°48'05"W ALONG A LINE THAT IS 502.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST 1/4 , FOR A DISTANCE OF 964.47 FEET TO A POINT OF NON-TANGENCY ALONG THE EAST LINE OF SAID SOUTHWEST ¼; THENCE S00°57'16"E ALONG SAID EAST LINE, FOR A DISTANCE OF 964.32 FEET OF SAID SOUTHWEST ¼; THENCE S89°09'43"W ALONG SAID NORTH LINE, FOR A DISTANCE OF 837.50 FEET TO THE POINT-OF-BEGINNING.

THE ABOVE-DESCRIBED PARCEL IS LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, AND CONTAINS 806,435.08 SQUARE FEET AND/OR 18.51 ACRES, MORE OR LESS.

"EXHIBIT 3 to the Ordinance"

District Boundaries and Geographical Location Sketch



# PALM GLADES

COMMUNITY DEVELOPMENT DISTRICT  
(THIRD AMENDMENT)

(COMM. 0008)  
SECTIONS: 19-56-39 & 24-56-40

**EXHIBIT "3" TO THE ORDINANCE**  
(Boundaries and Geographical Location Sketch)

MDC098

6/16/2025