

# 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(E)

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

**Subject:** Ordinance Amending the Silver Palms West 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 Silver Palms West Community Development District (District). This District lies wholly within Unincorporated Miami-Dade County and will be expanding by approximately 9.36 acres, increasing the total acreage of the District from approximately 78.86 acres to 88.22 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 create 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. Solstice Multipurpose Maintenance Special Taxing Districts (Special Taxing Districts) will be created to maintain the development's infrastructure, 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**

Silver Palms West CDD ("Petitioner") has filed an application to amend the District in connection with said development. The District was created by the Board on December 1, 2020, pursuant to Ordinance No. 20-126. The District's original boundaries encompass approximately 78.86 acres with approximately \$19.112 million in infrastructure costs servicing approximately 652 residential units. Upon adoption of the attached Ordinance, the District's boundaries will be increased by a net acreage of approximately 9.36 acres and 114 additional residential units encompassing a total of approximately 88.22 acres and 766 residential units. The infrastructure costs for the expansion will be approximately \$11.255 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 County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government's jurisdiction and powers.

  
\_\_\_\_\_  
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:** Silver Palm West Community Development District – Amendment

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The attached petition was submitted by the Board of Supervisors of the Silver Palm West 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(E)

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(E)

Veto \_\_\_\_\_

12-16-25

Override \_\_\_\_\_

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

ORDINANCE GRANTING PETITION OF SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED, AS AMENDED, ON THE NORTH BY THEORETICAL SW 238 STREET, ON THE EAST BY SW 117 AVENUE, ON THE SOUTH BY THEORETICAL SW 250 TERRACE, AND ON THE WEST BY THEORETICAL SW 124 PATH; AMENDING THE BOUNDARIES OF THE DISTRICT TO EXPAND ITS TOTAL ACREAGE BY APPROXIMATELY 9.36 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 December 1, 2020, the Board adopted Ordinance No. 20-126 establishing the Silver Palms West Community Development District (“District” or “Petitioner”) and providing for specific 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 Silver Palms West CDD has submitted a petition to expand the District's boundaries by approximately 9.36 acres, resulting in a total increase in acreage of the District from 78.86 acres to 88.22 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 No. 20-126.

**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 SILVER PALMS WEST  
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  
SILVER PALMS WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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**PETITION TO EXPAND BOUNDARIES OF SILVER PALMS WEST  
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Silver Palms West Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the “District”), and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 20-126 of Miami-Dade County, Florida (the “County”), adopted on December 1, 2020 (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 further expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 78.86 +/- 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 9.36 +/- 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 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 current 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 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 **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 **Exhibit E** is a designation of the future 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 attached hereto as **Composite Exhibit I** is the existing major trunk water mains, sewer interceptors and outfalls currently in existence to serve the area to be annexed into the District's boundaries.

12. 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 separate special-purpose government.

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

**WHEREFORE**, Petitioner, the Board of Supervisors of the Silver Palms West 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.

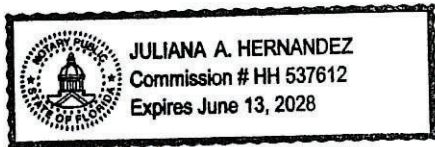
RESPECTFULLY SUBMITTED this 4 day of May, 2025.

SILVER PALMS WEST COMMUNITY  
DEVELOPMENT DISTRICT

By: [Signature]  
Name: Yani Lopez Castillo  
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 4 day of May, 2025, by Yani Lopez Castillo the Chairperson/Vice-Chairperson of the Board of Supervisors of the Silver Palms West Community Development District, who is [ X ] personally known to me or [ ] produced \_\_\_\_\_ as identification.

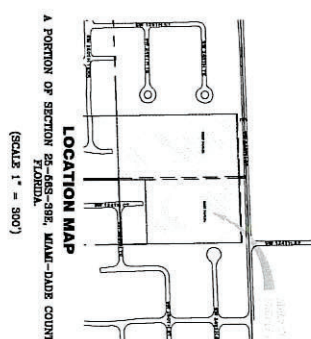
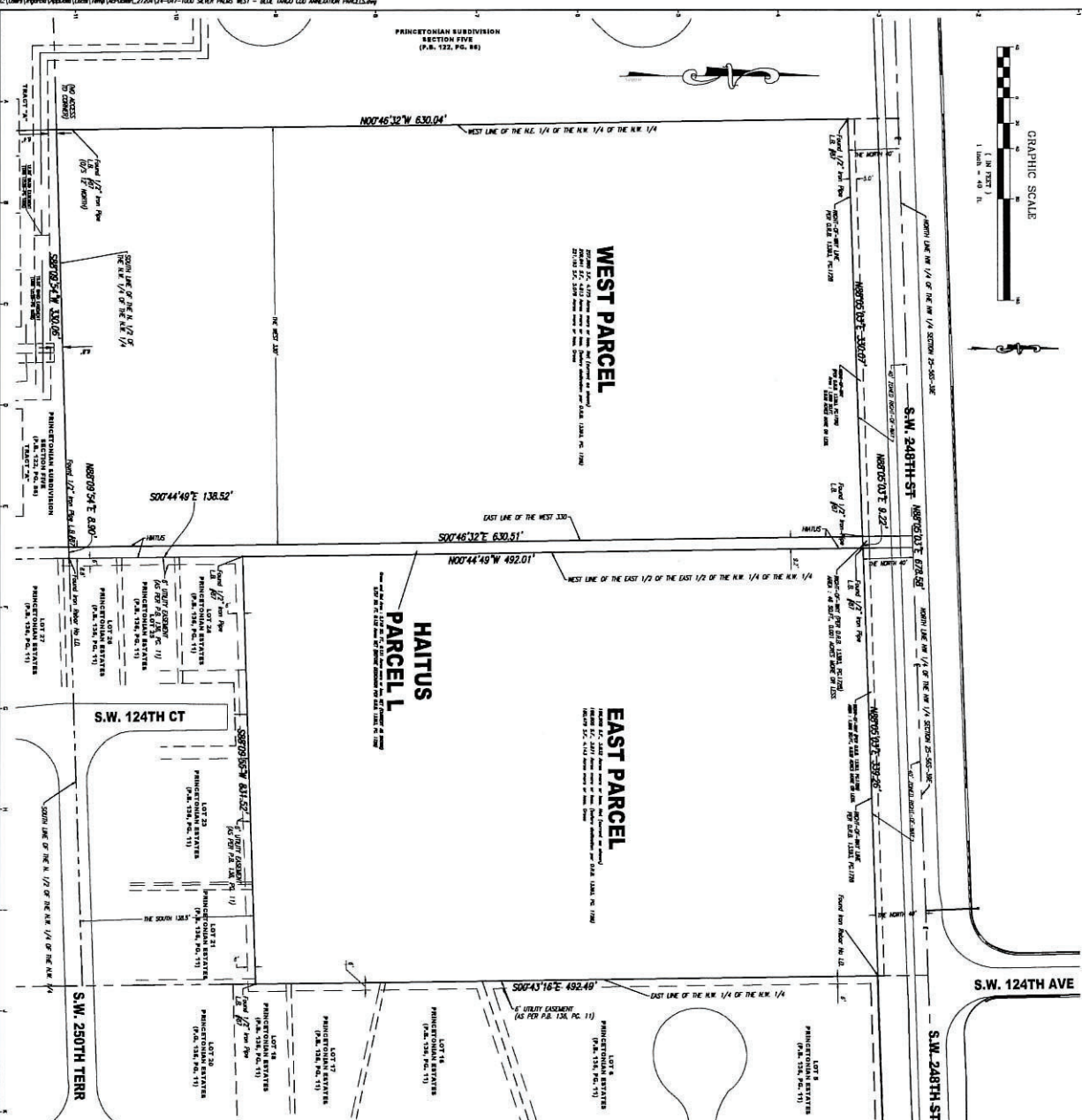
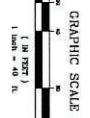


[Signature]  
Notary Public  
Juliana Hernandez  
Typed, printed or stamped name of Notary Public

**EXHIBIT A**

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

# SILVER PALMS WEST - BLUE TANGO CDD ANNEXATION PARCELS



### LEGAL DESCRIPTION:

BLUE TANGO:  
 WEST PARCEL: THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 30 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40 FEET THEREOF.  
 EAST PARCEL: THE NORTH 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 26 SOUTH, RANGE 30 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 126.3 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

### SURVEYOR'S NOTES:

- This is not a boundary survey, but only a cadastral depiction of the description shown hereon.
- Not void without the signature and the original noted seal of a Florida Licensed Surveyor and Engineer, and without the signature and the original noted seal of the signing party or parties.
- There may be additional encumbrances not shown on this plan and map that may be found in the Public Records of the County. Examination of Title Policy will need to be made to determine recorded encumbrances, if any affecting the property.
- The boundary along between lots 14, 15, 16, 17, 18, 19, 20, and 21 is based on the information provided by the Client.
- No title research has been performed to determine if there are any conflict existing or existing out of the record of this map, or if there are any other encumbrances that may affect the property.
- Subject Property Area:  
 Parcel West:  
 Gross and Net Area: 168,008 Square Feet or 3,822 Acres more or less, NET (Current As Shown) 153,924, Net (1726)  
 Gross and Net Area: 504,919 Square Feet or 11,583 Acres more or less, NET (Current As Shown) 472,027, Net (1726)  
 Parcel East:  
 Gross and Net Area: 180,478 Square Feet or 4,143 Acres more or less, GROSS  
 Gross and Net Area: 207,882 Square Feet or 4,773 Acres more or less, NET (Current As Shown) 183,924, Net (1726)  
 Gross and Net Area: 504,919 Square Feet or 11,583 Acres more or less, NET (Current As Shown) 472,027, Net (1726)  
 Parcel West:  
 Gross and Net Area: 221,110 Square Feet or 5,078 Acres more or less, GROSS  
 Gross and Net Area: 221,110 Square Feet or 5,078 Acres more or less, NET (Current As Shown) 183,924, Net (1726)  
 Parcel East:  
 Gross and Net Area: 8,280 Square Feet or 0.190 Acres more or less, GROSS  
 Gross and Net Area: 8,280 Square Feet or 0.190 Acres more or less, NET (Current As Shown) 8,280, Net (1726)  
 Overall including both parcels:  
 Gross and Net Area: 1,310 Square Feet or 0.030 Acres more or less, NET (Current As Shown) 1,310, Net (1726)  
 Gross and Net Area: 341,203 Square Feet or 7.811 Acres more or less, NET (Current As Shown) 341,203, Net (1726)  
 Gross and Net Area: 407,719 Square Feet or 9.311 Acres more or less, GROSS

### 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 section and legal description of the real property described hereon.  
 I further certify that this sketch was prepared in accordance with the applicable Standards of Professional Surveying and Mapping and that the same are in compliance with the Florida Statutes.  
 Ford, Armisteads & Fernandez, Inc. LB #0657  
 Date December 20th, 2024



RECORD OF REVISION		BY	APP.
No.	DATE	DESCRIPTION	
1	24-04-2024	SKETCH AND LEGAL DESCRIPTION LOCATION MAP, LEGAL DESCRIPTION AND SURVEYOR'S NOTES LENNAR HOMES, LLC	

By: **Ford, Armisteads & Fernandez, P.S.M.**, for the Firm  
 Professional Surveyor and Mapper  
 License No. 5079  
 Date: 24-04-2024

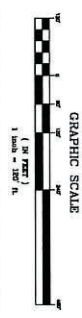
MDC015

**EXHIBIT B**

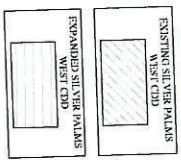
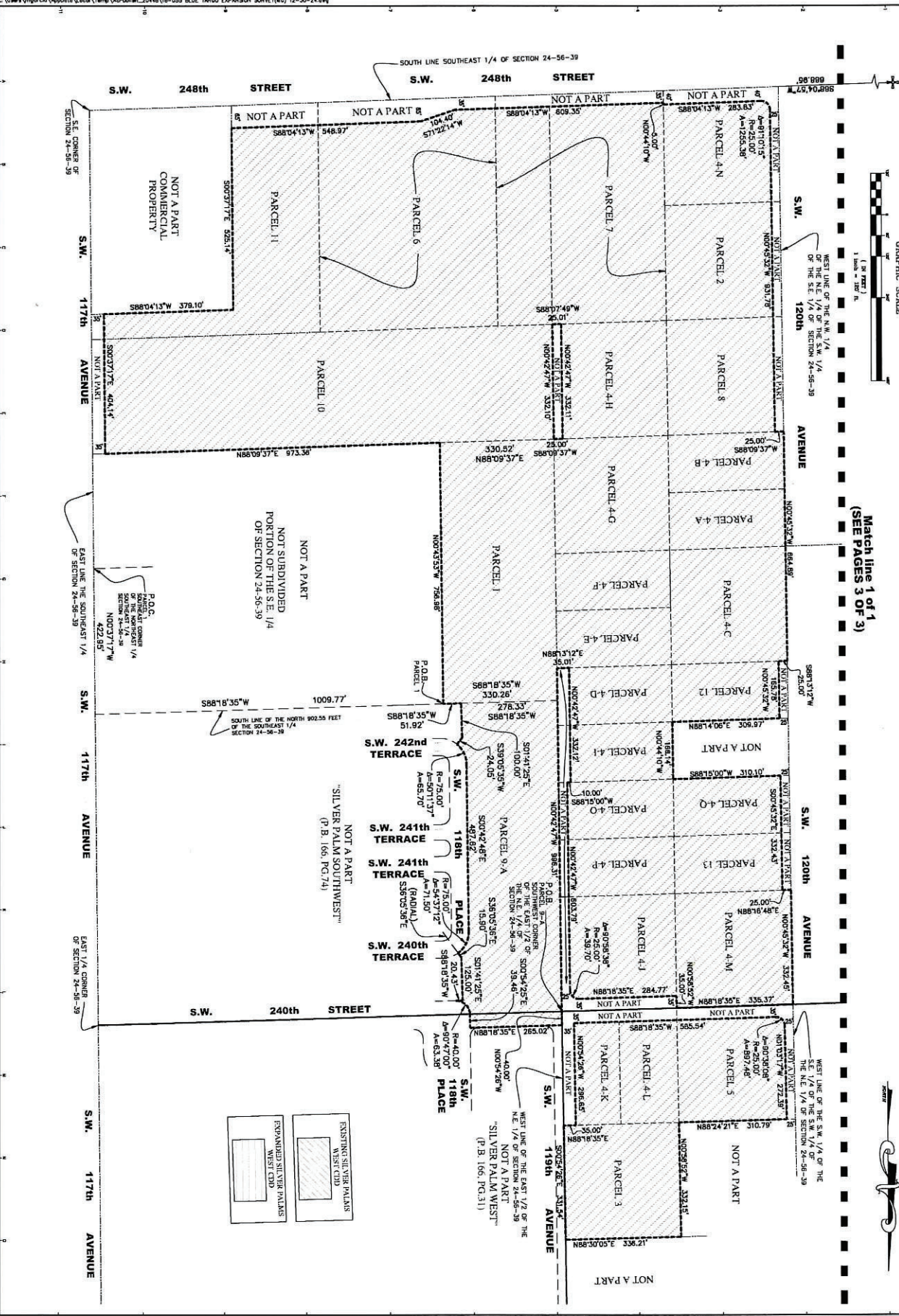
**LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES**



# SILVER PALMS WEST CDD EXPANDED BOUNDARY



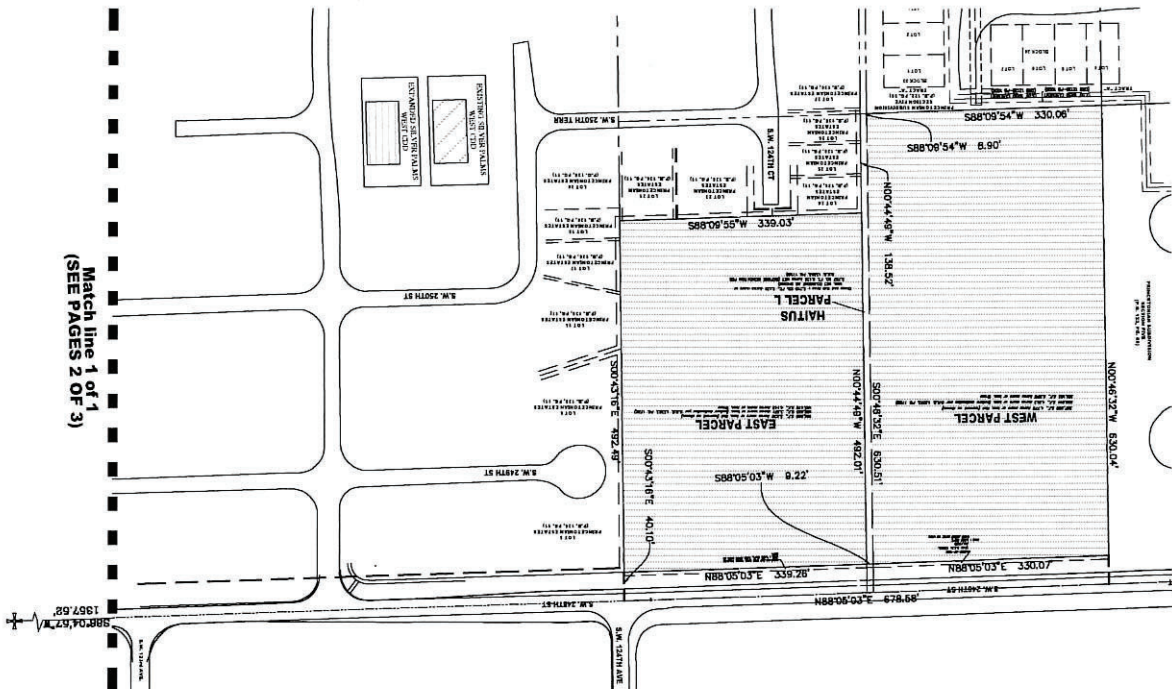
Match line 1 of 1  
(SEE PAGES 3 OF 3)



SILVER PALMS WEST CDD EXPANDED BOUNDARY		RECORD OF REVISION	
NO.	DATE	DESCRIPTION	BY APP.
1		SKETCH AND LEGAL DESCRIPTION	
2		SKETCH TO ACCOMPANY LEGAL DESCRIPTION	
3		LENNAR HOMES, LLC	

MDC018

# SILVER PALMS WEST CDD EXPANDED BOUNDARY



Match line 1 of 1  
(SEE PAGES 2 OF 3)



RECORD OF REVISION		BY APP.	
No.	DATE	DESCRIPTION	
1			
2			
3			

<b>SILVER PALMS WEST CDD EXPANDED BOUNDARY</b>		PROJECT LOCATION: SECTION 24 TOWNSHIP 56 SOUTH RANGE 17 WEST MANATEE COUNTY, FLORIDA	
TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION	DATE:	DECEMBER 31ST 2024
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION	SCALE:	AS SHOWN
CLIENT:	LENNAR HOMES, LLC	PROJECT NO.:	24-047-1000
DATE:	24-047-1000	DATE:	DECEMBER 31ST 2024
3		3	

MDC019

**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	\$ 1,342,000	Q2 2025	Q4 2025
Sanitary Sewer System	\$ 2,244,000	Q2 2025	Q4 2025
Roadway Improvements	\$ 6,388,000	Q2 2025	Q4 2025
Stormwater Management System	\$ 1,281,000	Q2 2025	Q4 2025
<b><u>Total:</u></b>	<b><u>\$11,255,000</u></b>		

**EXHIBIT D**

**EVIDENCE OF WRITTEN CONSENT OF OWNERS  
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF  
SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT**

**AFFIDAVIT**

On this 16 day of April, 2025, Steven S. Benson, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, as authorized agent for TPG AG EHC SD (LEN) MULTI STATE 1, LLC, a Delaware limited liability company ("Owner").

2. 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 Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition to Expand the Boundaries of Silver Palms West 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 Silver Palms West Community Development District to include the Property therein.

IN WITNESS WHEREOF, I have hereunto set my hand this 16 day of April, 2025.

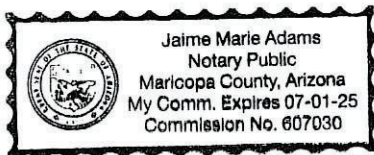
TPG AG EHC SD (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, as authorized agent

By: [Signature]  
Name: Steven S. Benson  
Title: Manager

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me by means of [  ] physical presence or [  ] online notarization, this 16 day of April, 2025, by Steven S. Benson, as Manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, as authorized agent for TPG AG EHC SD (LEN) MULTI STATE 1, LLC, a Delaware limited liability company. She/He is personally known to me [  ] or produced \_\_\_\_\_ as identification.



[Signature]  
Notary Public  
Jaime Marie Adams  
Typed, printed or stamped name of Notary Public

**Exhibit "A"**

**Description of Property**

WEST PARCEL:

THE NORTH HALF OF THE WEST 330 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

AND

EAST PARCEL:

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 138.5 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

TOGETHER WITH:

HIATUS PARCEL:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE WEST 330 FEET AND LESS THE NORTH 40 FEET THEREOF OF SECTION 25 TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY FLORIDA

**EXHIBIT E**

**DESIGNATION OF THE FUTURE GENERAL DISTRIBUTION, LOCATION AND  
EXTENT OF PUBLIC AND PRIVATE USES OF LAND PROPOSED FOR  
THE AREA TO BE INCLUDED WITHIN THE DISTRICT**



# Future Land Use



Silver Palms  
West CDD  
Expansion

**ADOPTED 2030 AND 2040 LAND USE PLAN FOR MIAMI-DADE COUNTY, FLORIDA**

**RESIDENTIAL COMMUNITIES**

- ESTATE DENSITY (EDM) 1-3.1 DU/AC
- LOW DENSITY (LD) 2.5-4 DU/AC
- LOW DENSITY (LD) 2.5-4 DU/AC
- LOW-MEDIUM DENSITY (LM) 5-13 DU/AC
- LOW-MEDIUM DENSITY (LM) 5-13 DU/AC
- MEDIUM DENSITY (MD) 13-33 DU/AC
- MEDIUM DENSITY (MD) 13-33 DU/AC
- HIGH DENSITY (HD) 34-60 DU/AC
- HIGH DENSITY (HD) 34-60 DU/AC
- INDUSTRIAL AND OFFICE WITH URBAN DESIGN (IO-UD)
- INDUSTRIAL AND OFFICE
- RESTRICTED INDUSTRIAL AND OFFICE
- BUSINESS AND OFFICE
- OFFICE/RESIDENTIAL
- SPECIAL DISTRICT
- INSTITUTIONS, UTILITIES, AND COMMUNICATIONS
- PARKS AND RECREATION
- 200' MAMI ENTERTAINMENT AREA
- AGRICULTURE
- ENVIRONMENTAL PROTECTION
- ENVIRONMENTALLY PROTECTED PARKS
- TRANSPORTATION (ROW, RAIL, METROPOLITAN, ETC.)
- TERMINALS
- MAJOR ROADWAYS (10 OR MORE LANES)
- MINOR ROADWAYS (1 LANES)
- EXISTING RAPID TRANSIT / FUTURE RAPID TRANSIT
- URBAN CENTERS \*\*
- COMMUNITY
- ADOPTED REGIONAL URBAN CENTER
- ADOPTED METROPOLITAN URBAN CENTER
- ADOPTED COMMUNITY URBAN CENTER

**2030 URBAN DEVELOPMENT BOUNDARY**

**2030 URBAN EXPANSION AREA BOUNDARY \*\*\***

WATER

CANAL

LEVEL/CANAL

Scale: 0 0.5 1 Miles

© 2015 MDC. All rights reserved. This map is a representation of the future land use plan for Miami-Dade County, Florida. It is not a guarantee of any future development or action. The map is subject to change without notice. The map is not to be used for any other purpose than the one intended. The map is not to be used for any other purpose than the one intended. The map is not to be used for any other purpose than the one intended.

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

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

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

**RESOLUTION NO. Z-53-24**

*WHEREAS*, BLUE TANGO RENTALS, LLC. applied for the following:

- (1) DISTRICT BOUNDARY CHANGE from AU, Agricultural District to PAD, Planned Area District.
- (2) 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.
- (3) NON-USE VARIANCE to permit 29.16% of common open space (30% required).
- (4) NON-USE VARIANCE to permit parking within private garages (not permitted).

Plans are on file and may be examined in the Department of Regulatory and Economic Resources entitled "Blue Tango," with site plan prepared by Pascual, Perez, Kiliddjian, Starr and Associates, dated 04/29/2024 and consisting of 3 sheets, floor plans and elevations prepared by E.S.A Quality Design, dated 11/29/2023, and consisting of 21 sheets, civil plans prepared by Schwebke Shiskin + Associates dated February 13, 2024 and consisting of 5 sheets, truck turning movements plan prepared by Langan, dated 02/13/2024 and consisting of 2 sheets, and landscape plans prepared by Witkin Hults and Partners, dated 02/13/2024 and consisting of 8 sheets, for a total of 39 sheets. Plans may be modified at public hearing.

**SUBJECT PROPERTY:**

**WEST PARCEL:**

THE NORTH HALF OF THE WEST 330 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

AND

**EAST PARCEL:**

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 138.5 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

TOGETHER WITH:

HIATUS PARCEL: THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE WEST 330 FEET AND LESS THE NORTH 40 FEET THEREOF OF SECTION 25 TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY FLORIDA.

LOCATION: 12400 SW 248th Street and 12420 SW 248th Street, 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 at 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. CDMP20230027, which was processed concurrently with Zoning Hearing Application No. Z2023000437. The CDMP covenant requires the incorporation of project design principles to obtain a CDMP density increase (DI-1), a transition buffer, street light mitigation, and connection to water and sewer service.
2. **Maximum Density Restriction.** Notwithstanding the zoning district or land use designation on the Property, the maximum number of dwelling units permitted to be developed on the Property shall be 114 multi-family dwelling units, or  $\pm 13.15$  dwelling units per net acre ( $\pm 12.18$  dwelling units per gross acre).
3. **Site Plan.** That said Property shall be developed substantially in accordance with the plans entitled "Blue Tango," with site plan prepared by Pascual, Perez, Kiliddjian, Starr and Associates, dated stamped received April 29, 2024, and consisting of 3 sheets, floor plans and elevations prepared by E.S.A Quality Design, dated stamped received November 29, 2023, and consisting of 24 sheets, civil plans prepared by Schwebke Shiskin + Associates dated stamped received February 13, 2024 and consisting of 5 sheets, truck turning movements plan prepared by Langan, dated stamped received February 13, 2024 and consisting of 2 sheets, and landscape plans prepared by Witkin Hults and Partners, dated stamped received February 13, 2024 and consisting of 8 sheets, for a total of 42 sheets.
4. **Anticipated Development Schedule.** Development of the Property is projected to commence within twelve (12) months following the final approval by the County of the Application.
5. **Additional Development Information.**

- (a) Types of dwelling units. The Owner agrees that the Property shall be developed with a multi-family housing development to include model units and sizes as follows:

Model Units	Bedroom/Bath	Square Footage
Model A	3/2	1,681.50
Model B	3/3	1,678
Model C	3/2.5	1,756
Model D	3/3.5	1,789.5
Model E	3/2.5	1,942.5

- (b) Total Number of Bedrooms. The maximum total number of bedrooms on the Property shall not exceed 342.
- (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  $\pm 2.50$  acres, or 28.88% of the Property.
- (d) Open Space. The area of common open space for the Property shall consist of at least  $\pm 2.53$  acres, or 29.16% 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:

FRONT	19' – 6"
INTERIOR SIDES	22' – 0"
SIDE STREET	9' – 4"
REAR	5' – 0"
SPACING BETWEEN BUILDINGS	33' – 0"

- (f) Building Height. No building or structure, or part thereof shall be erected or altered to a height exceeding 2 stories and shall not exceed 29'-3" as measured from grade.
- (g) Floor Area Ratio: The floor area ratio (FAR) shall not exceed 0.44 of the net residential lot area, or 166,272 square feet.

- (h) Private Roads. The private roadways designated on the Plans shall consist of approximately  $\pm 2.75$  acres. The precise acreage constituting roadways may be subject to change based on final design and paving criteria.
  - (i) Population Projection. The estimated population projection resulting from the development of the Property is approximately 352 persons.
  - (j) Private Garages. That the private garages shall not be enclosed in any manner and shall remain for parking of vehicles and storage only.
6. **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.
7. **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 District to PAD, Planned Area District (Request #1) 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 that the proffered Planned Area Development Declaration of Restrictions should be accepted, 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 #2), the requested NON-USE VARIANCE NON-USE VARIANCE to permit 29.16% of common open space (30% required) (Request #3) and the requested NON-USE VARIANCE to permit parking within private garages (not permitted) (Request #4) 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

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

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

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 District to PAD, Planned Area District (Request #1) be and the same is hereby approved and said property are 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 #2), the requested NON-USE VARIANCE NON-USE VARIANCE to permit 29.16% of common open space (30% required) (Request #3) and the requested NON-USE VARIANCE to permit parking within private garages (not permitted) (Request #4) be and the same are hereby approved, subject to the following conditions:

1. The zoning approvals are contingent on CDMP Amendment Application No. CDMP20230027 becoming effective.
2. 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.
3. That in the approval of the plan, the same be substantially in accordance with that submitted for the hearing entitle "Blue Tango," with site plan prepared by Pascual, Perez, Kiliddjian, Starr and Associates, dated 04/29/2024 and consisting of 3 sheets, floor plans and elevations prepared by E.S.A Quality Design, dated 11/29/2023, and consisting of 24 sheets, civil plans prepared by Schwebke Shiskin + Associates dated February 13, 2024 and consisting of 5 sheets, truck turning movements plan prepared by Langan, dated 02/13/2024 and consisting of 2 sheets, and landscape plans prepared by Witkin Hults and Partners, dated 02/13/2024 and consisting of 8 sheets, for a total of 42 sheets.
4. That the use be established and maintained in accordance with the approved plan.
5. That the private garages shall not be enclosed in any manner and shall remain for parking of vehicles and storage only.
6. 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.
7. 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 dated November 8, 2024.
8. 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 November 20, 2024.

9. 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 August 14, 2024.

*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 21<sup>st</sup> day of November, 2024, 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 DECEMBER, 2024.

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-53-24 adopted by said Board of County Commissioners at its meeting held on the 21<sup>st</sup> day of November, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 27<sup>th</sup> day of December, 2024.



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

SEAL



MDC036



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

December 27, 2024

Blue Tango Rentals, LLC  
c/o Alberto Torres  
701 Brickell Avenue, Suite 3300  
Miami, FL 33131

Re: Hearing No. 23-437  
Location: 12400 SW 248th Street and 12420 SW 248th Street, Miami-Dade County, Florida.

Dear Applicant:

Enclosed herewith is Resolution No. Z-53-24, 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 the 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 December 27, 2024. 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:

Geri 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, appearing to read "Claudia Luna".

Claudia Luna  
Deputy Clerk  
Enclosure

MDC037

## 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 Silver Palms West 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. 20-126 of Miami-Dade County, Florida (the “County”), adopted on December 1, 2020 (the “Ordinance”). The District is currently comprised of approximately 78.86 +/- acres, a residential community, located in unincorporated Miami-Dade County, Florida. The District desires to expand the boundaries by adding approximately 9.36 +/- acres. The proposed expansion area is generally located east of SW 127 Avenue, north of SW 250 Street, west of SW 124 Avenue and south of SW 248 Street/Coconut Palm Drive, 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 Silver Palms West Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Silver Palms West Community Development District. Following the expansion, the Silver Palms West Community Development District will encompass approximately 88.22 +/- gross acres.

The development plan for the proposed expansion within the District includes the construction of approximately 114 townhome 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, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes

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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.

and an analysis of the impact on small counties and small cities as defined by Section 120.52, 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 a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

**2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within the five years after implementation of the rule; (2) having 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) 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 114 residential townhome 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 for 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 Section 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 9.36 +/- gross acres. This Petition to expand the District boundaries will require the County and its staff will 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 charges 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 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 rule expanding the District will have no negative impact on State and 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, the debts of the District are strictly its own responsibility.

#### **5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the 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 system and the roadway improvements. The District will also fund the water distribution system, and sanitary sewer system, which the County or City will own, operate and maintain these improvements.

**Table 1. Silver Palms West 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>Stormwater 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 **\$11,255,000**. 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>\$ 1,342,000</b>
<b>Sanitary Sewer System</b>	<b>\$ 2,244,000</b>
<b>Roadway Improvements</b>	<b>\$ 6,388,000</b>
<b>Stormwater Management System</b>	<b>\$ 1,281,000</b>
<b>Total Projected Costs of Improvements</b>	<b><u>\$11,255,000</u></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 by Section 120.52, Florida Statutes.**

There will be no impact on small businesses because of the amendment 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 development 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 District and the expansion area is not located in a County defined as a "small county", according to Section 120.52, F.S.

**7.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the 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 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 Silver Palms West Community Development District (the "District") was approved and adopted by the Board of Miami-Dade County Commissioners (the "Board"), pursuant to Ordinance No. 20-126 on December 1, 2020, (the "Ordinance"), and a 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 December 18, 2020 at O.R. Book 32248, Page 1748, of the Public Records of Miami-Dade County, Florida, 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 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 \$39,000 FOR A TOWNHOME UNIT. THIS TOWNHOME UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,178, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,300 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 \$39,000 FOR A TOWNHOME UNIT. THIS TOWNHOME UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL

ASSESSMENT OF \$23,178, PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,300 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 Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three (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 Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90)

days from the pricing of the bonds (the “Extended Cure Period”). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during 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 \$39,000 FOR A TOWNHOME UNIT. THIS TOWNHOME UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,178 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,300 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:

SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, 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 SILVER PALMS WEST COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN SILVER PALMS WEST COMMUNITIES. A PURCHASER OF PROPERTY IN SILVER PLAMS WEST 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 SILVER PALMS WEST 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 GATE COMMUNITIES 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. 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, the Silver Palms West Multipurpose Maintenance and Street Lighting Special Taxing District has been submitted to the Board of County Commissioners for approval to maintain the infrastructure serving the certain property within the District boundaries (hereinafter referred to collectively as "STD"), including, but not limited to,

roadways, drainage, walls, and landscaping, as applicable. Additionally, the Owner shall submit to the Board a complete application for the creation of a STD to maintain the infrastructure serving the Property. STD will 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 STD and cause the infrastructure to be maintained at the expense of the STD. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property of the STD if 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 amendment 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.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 16 day of April, 2025.

OWNER:

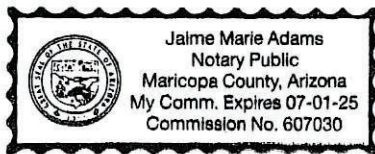
TPG AG EHC SD (LEN) MULTI STATE 1, LLC, a Delaware limited liability company

By: ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, as authorized agent

By: *Steven S. Benson*  
Name: Steven S. Benson  
Title: Manager

STATE OF ARIZONA )  
COUNTY OF MARICOPA )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16 day of April, 2025, by Steven S. Benson, as Manager of ESSENTIAL HOUSING ASSET MANAGEMENT, LLC, an Arizona limited liability company, as authorized agent for TPG AG EHC SD (LEN) MULTI STATE 1, LLC, a Delaware limited liability company. He is personally known to me  or produced \_\_\_\_\_ as identification.



*Jaime Marie Adams*  
Notary Public  
Jaime Marie Adams  
Typed, printed or stamped name of Notary Public

**Exhibit A**

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

WEST PARCEL:

THE NORTH HALF OF THE WEST 330 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

AND

EAST PARCEL:

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 138.5 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

TOGETHER WITH:

HIATUS PARCEL:

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE WEST 330 FEET AND LESS THE NORTH 40 FEET THEREOF OF SECTION 25 TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY FLORIDA

**Exhibit B**

**CDD NOTICE**

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhome	\$1,300.00	\$350.00	\$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 Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhome	\$10.50	\$18.67	\$108.33

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhome	\$23,178.00	\$39,000.00

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

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Silver Palms West Communities (the "**Development**") are also located within the boundaries of the Silver Palms West 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 Assessments 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 assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the Bonds.

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

**3.2** Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1,300.00** for a townhome unit (approximately **\$108.33** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately **\$39,000.00** for a townhome unit.

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

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

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

**3.4** District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$350.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

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

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

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

**PURCHASER:**

**PURCHASER:**

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

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

**EXHIBIT H**

**RESOLUTION OF THE DISTRICT**

**RESOLUTION NO. 2025-03**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SILVER PALMS WEST 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**, Silver Palms West 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 9.36 +/- acres.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SILVER PALMS WEST 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 13th DAY OF  
December, 2024.**

**SILVER PALMS WEST COMMUNITY  
DEVELOPMENT DISTRICT**

By:   
\_\_\_\_\_  
Secretary/Assistant Secretary


By:   
\_\_\_\_\_  
Yani Lopez Castillo (Dec 18, 2024 23:19 GMT+1)  
Chairperson/Vice Chairperson

Exhibit "A"

**LEGAL DESCRIPTION**

LEGAL DESCRIPTION:

**PARCEL 1:**

THE NORTH HALF OF THE WEST 330 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

AND

**PARCEL 2:**

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 138.5 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40 FEET THEREOF.

TOGHETER WITH

**PARCEL 3:**

THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE WEST 330 FEET AND LESS THE NORTH 40 FEET THEREOF OF SECTION 25 TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY FLORIDA

Parcel ID# 30-6925-000-0090 and 30-6925-000-0120









# 12-13-24docstosign-SPW

Final Audit Report

2024-12-18

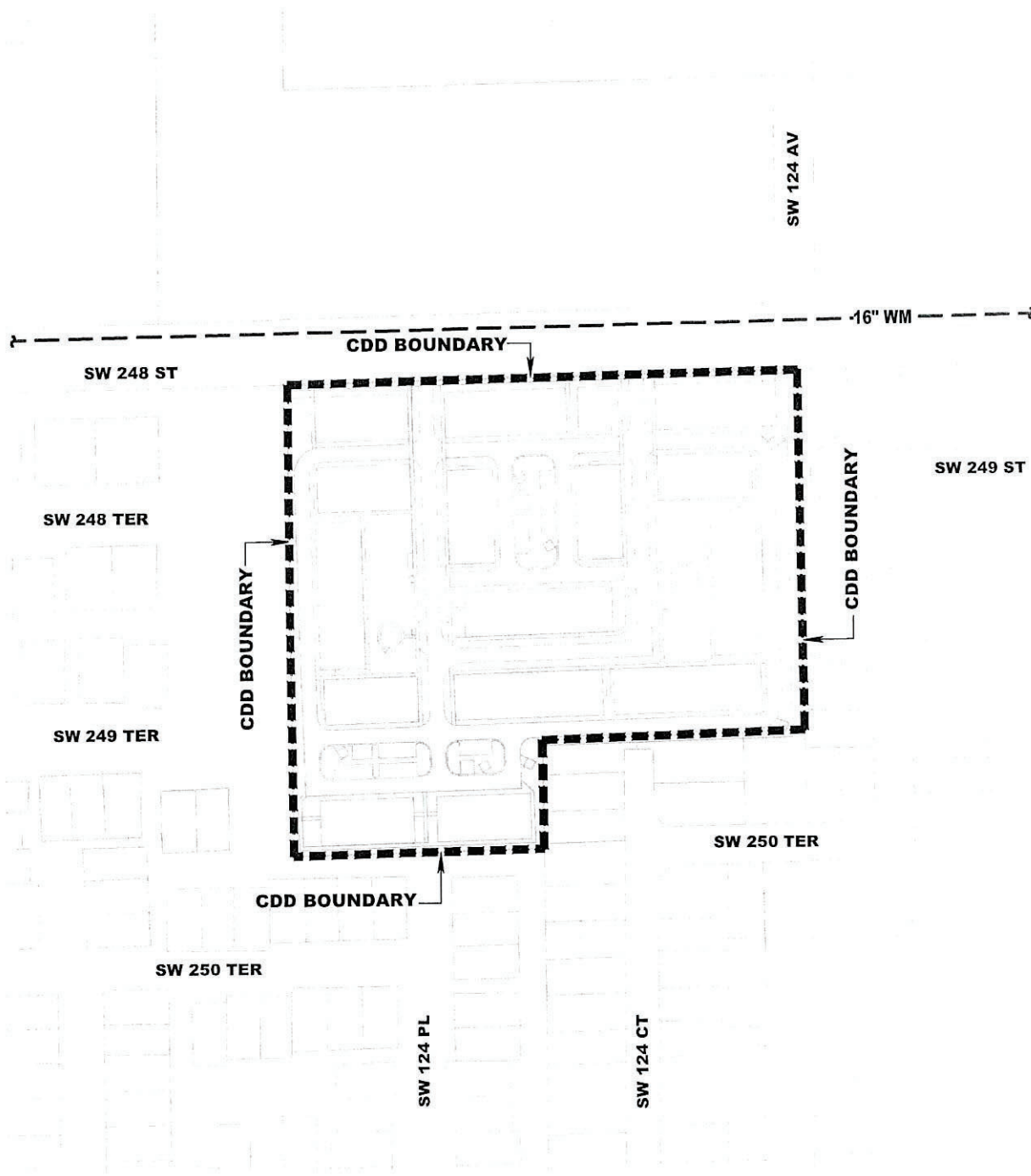
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By:	Robin Friedman (rfriedman@gmssf.com)
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-  Document emailed to Luis Hernandez (lhernandez@gmssf.com) for signature  
2024-12-18 - 8:43:57 PM GMT
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-  Document emailed to Yani Lopez Castillo (yani.lopezcastillo@gmail.com) for signature  
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Signature Date: 2024-12-18 - 10:19:06 PM GMT - Time Source: server
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2024-12-18 - 10:19:06 PM GMT

**COMPOSITE EXHIBIT I**

**MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS**



**ALVAREZ ENGINEERS, INC.**  
 SILVER PALMS WEST CDD EXPANSION  
**EXISTING WATER MAIN SERVICES**

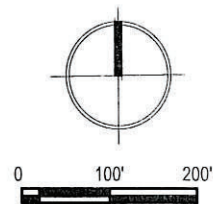
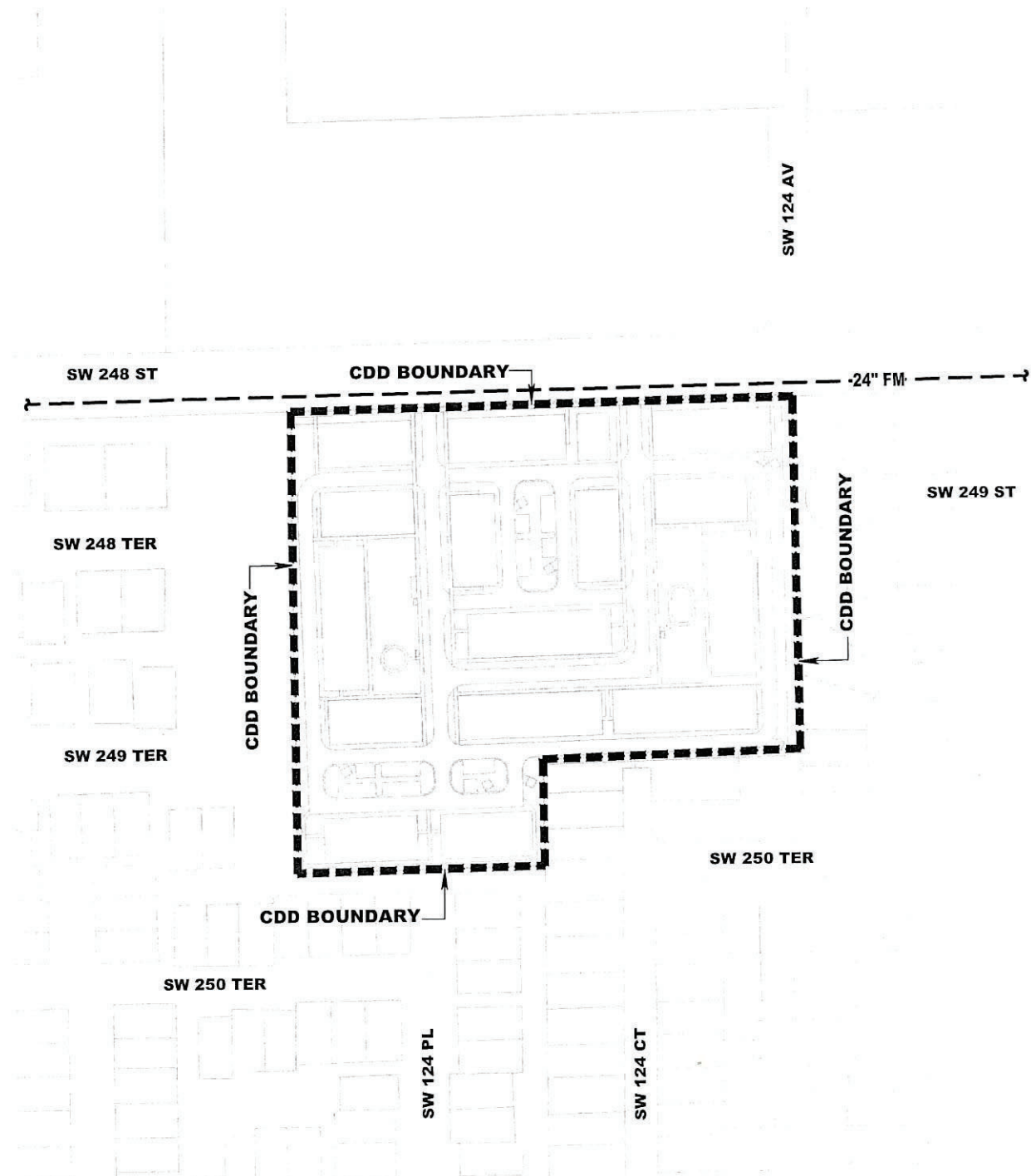


EXHIBIT 3

MDC075



**ALVAREZ ENGINEERS, INC.**  
 SILVER PALMS WEST CDD EXPANSION  
**EXISTING ADJACENT SANITARY FORCE MAIN**

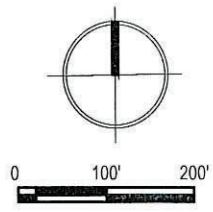


EXHIBIT 4

MDC076

"EXHIBIT 2 to the Ordinance"

Legal Description

WEST PARCEL:

THE NORTH HALF OF THE WEST 330.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, DADE COUNTY, FLORIDA, LESS AND EXCEPT THE NORTH 40.00 FEET THEREOF.

AND

EAST PARCEL:

THE NORTH HALF OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE SOUTH 138.50 FEET THEREOF AND ALSO LESS AND EXCEPT THE NORTH 40.00 FEET THEREOF.

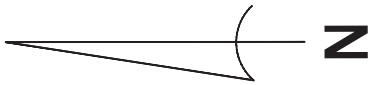
TOGETHER WITH:

HIATUS PARCEL:

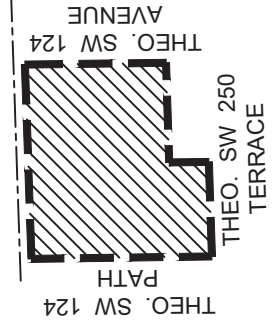
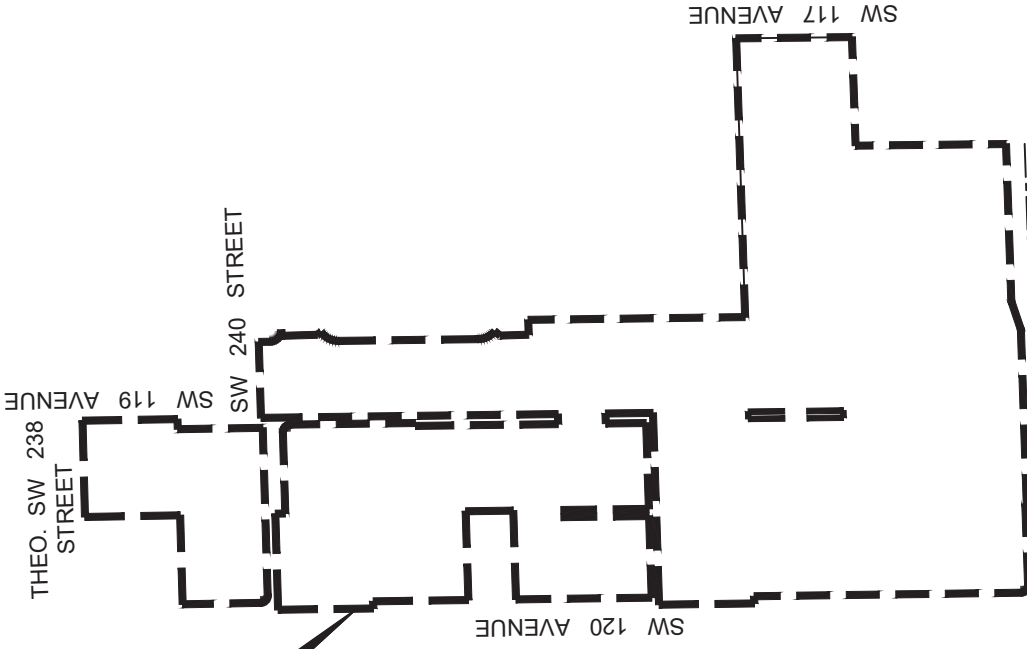
THE WEST HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LESS THE WEST 330.00 FEET AND LESS THE NORTH 40.00 FEET THEREOF OF SECTION 25 TOWNSHIP 56 SOUTH, RANGE 39 EAST MIAMI-DADE COUNTY FLORIDA.

"EXHIBIT 3 to the Ordinance"

District Boundaries and Geographical Location Sketch



# DISTRICT BOUNDARIES



SW 248 STREET

## SILVER PALM WEST EXPANSION COMMUNITY DEVELOPMENT DISTRICT

**EXHIBIT "3" TO THE ORDINANCE**  
(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)

(COMM. 0008)  
SECTION: 24 - 56 - 39, 25 - 56 - 39