

## MEMORANDUM

Agenda Item No. 5(B)

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

**DATE:** May 21, 2013

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

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

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

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

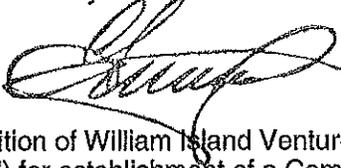
RAC/smm

# Memorandum



**Date:** May 21, 2013

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

**From:** Carlos A. Gimenez  
Mayor 

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

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



Alina T. Hudak  
Deputy Mayor

Fis5913

1A



# MEMORANDUM

(Revised)

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

**DATE:** May 21, 2013

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

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

Please note any items checked.

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

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

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

ORDINANCE NO. 13-44

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Section 2.** The Petition to establish the Aventura Isles Community Development District over the real property described in the Petition attached hereto, which was filed by William Island Ventures, LLC., a Delaware limited liability company, on March 26, 2013, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit 1 to the Ordinance.

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

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

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

Lauren Arcaro  
David Eisner  
Rick Feather  
Eric Reiter  
Tony Valle

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

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED: May 21, 2013

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

Prime Sponsor: Commissioner Barbara J. Jordan



"EXHIBIT 1 to the Ordinance"

PETITION TO ESTABLISH AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT

August 2012

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

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

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

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

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the

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

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

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

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

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

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

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

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

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

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

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

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

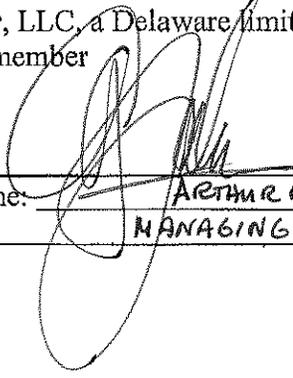
A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

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

Respectfully submitted this 19 day of September, 2012.

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

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

By:   
Print Name: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL

**EXHIBIT "A"**

**LOCATION MAP**



**AVENTURA ISLES CDD**  
 EXHIBIT A  
 LOCATION MAP  
 MIAMI-DADE COUNTY, FLORIDA SEC 6 TWP 52 RCE 42

Revised: July 9, 2012

NOTE: Authentic copies of this drawings will bear the raised seal of the abating Professional Engineer or Professional Land Surveyor

By: **ALFONSO C. TELLO** PRESIDENT  
 Registered Land Surveyor No. 28728 - State of Florida  
 Registered Engineer No. 32058 - State of Florida

Drawn By: M.A.V. date: 02-07-08  
 Order No. 194888 FB, PAGE  
 Book  
 File No. **AJ-4362**

Checked By: A.C.T. date: 02-07-08  
 Order No. 194888 FB, PAGE  
 Scale: 1" = 2,000'  
 Sheet No. 1 of 1 Sheets

**Schwabke-Siskin & Associates, Inc.**  
 LAND PLANNERS  
 ENGINEERS  
 3240 CORPORATE WAY MIAMI, FLORIDA 33155

**EXHIBIT "B"**

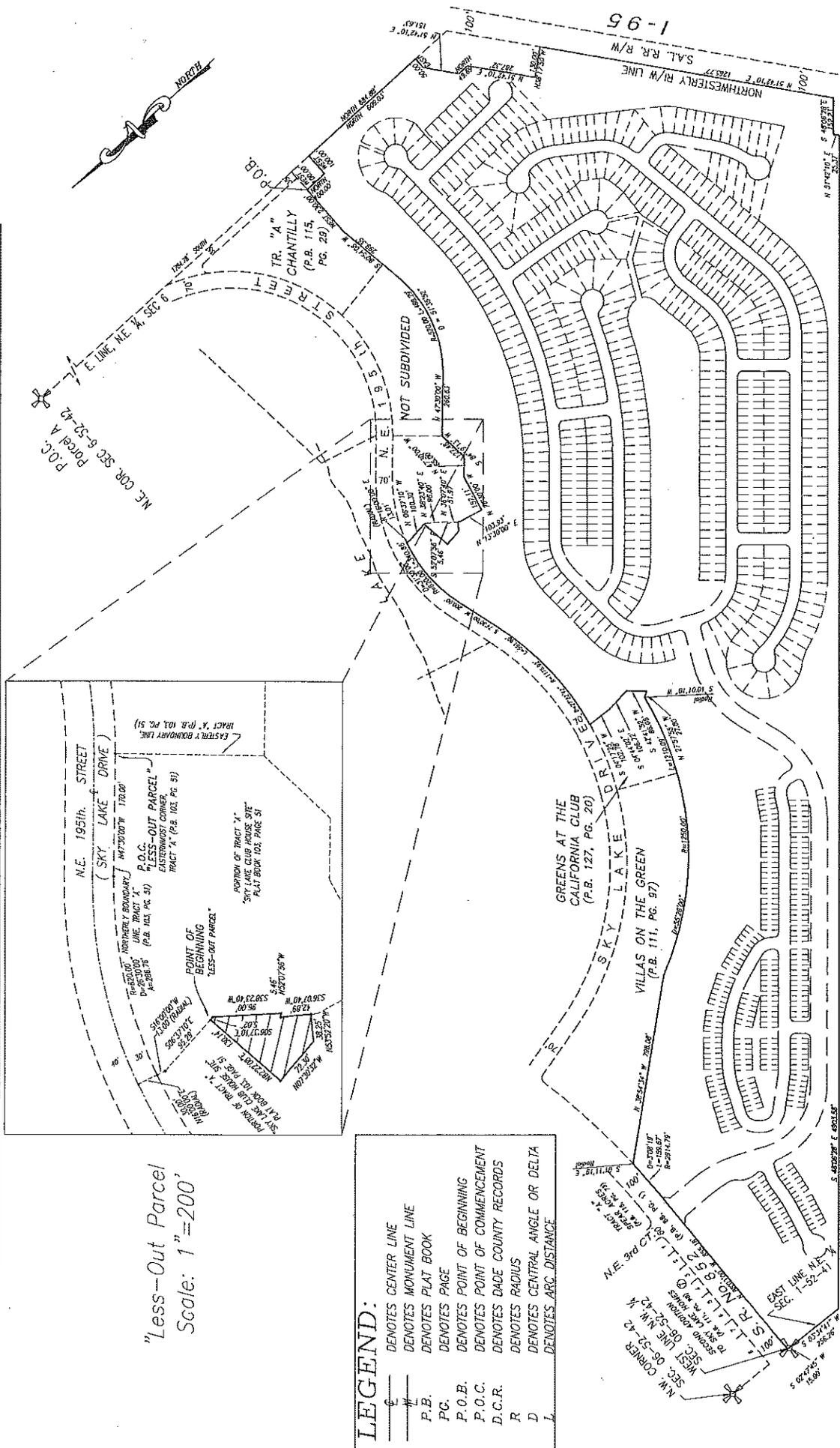
**LEGAL DESCRIPTION**

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

**LEGEND:**

	DENOTES CENTER LINE
	DENOTES MONUMENT LINE
	DENOTES PLAT BOOK
	DENOTES PAGE
	DENOTES POINT OF BEGINNING
	DENOTES POINT OF COMMENCEMENT
	DENOTES DADE COUNTY RECORDS
	DENOTES RADIUS
	DENOTES CENTRAL ANGLE OR DELTA
	DENOTES ARC DISTANCE



SCALE 1" = 600'

SNAKE GREEK CANAL

REVISIONS
July 9, 2012

**Schwabe-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAYS MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 438-3288  
 PREPARED UNDER MAP NO. 22068N

ALFONSO J. TELLERES, PRESIDENT  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978

ORDER NO. 194702  
 DATE: 03-03-2008  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

**AVENTURA ISLES CDD**

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

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

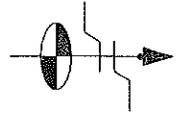
**A VENTURA  
ISLES CDD**

REVISIONS
July 9, 2012

**Schwelbe-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)438-4888  
 PREPARED UNDER MY SUPERVISION

ALFONSO PROFESSIONAL ENGINEER No. 2978

ORDER NO. 194702  
 DATE: 03-03-2008  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

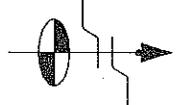
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY,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

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

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

## NOTES:

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



<p style="text-align: center;"><b>Schwabe-Shiskin &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY - MIAMI, FL 33025 PHONE No. (954) 435-7010      FAX No. (954) 438-2288 ORDER NO. 194702      PREPARED UNDER MY SUPERVISOR</p> <p style="text-align: right;">DATE: 03-03-2008</p> <p style="text-align: right;">THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87</p>	<p style="text-align: center;"><b>ALFONSO C. TELLO, STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR # 978</b></p> <p style="text-align: center;"><b>PROFESSIONAL ENGINEERING</b></p>
<p><b>A VENTURA</b> <b>ISLES CDD</b></p>	
<p>REVISIONS July 9, 2012</p>	

**EXHIBIT "C"**

**AFFIDAVIT OF OWNERSHIP AND CONSENT**

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

STATE OF FLORIDA

COUNTY OF PALM BEACH

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

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

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

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

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

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

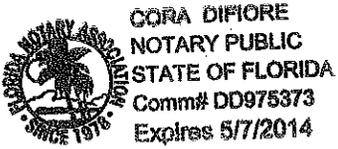
Print: \_\_\_\_\_  
Title: \_\_\_\_\_  
of Williams Island Member, LLC, a Delaware limited liability company, the managing member of Williams Island Ventures, LLC, a Delaware limited liability company

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

Notary: *Cora DiFiore*

Print Name: CORA DiFiore

Notary Public, State of FLORIDA



**EXHIBIT "1"**

**LEGAL DESCRIPTION OF PROPERTY**

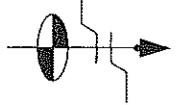


# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

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

**A VENTURA  
ISLES CDD**

	ORDER NO. 194702 DATE: 03-03-2008 THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION No. LB-87	PHONE No. (954)435-7010 FAX No. (954)438-3288 PREPARED UNDER MY SUPERVISION:	REVISIONS July 9, 2012
	Schwebke-Shiskin & Associates, Inc. LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIRAMAR, FL 33025 ALFONSO C. TELLEZ, P.E. FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978	ALFONSO C. TELLEZ, P.E. FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978	ALFONSO C. TELLEZ, P.E. FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

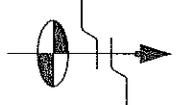
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY,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

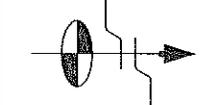
COMMENCE AT THE EASTERN MOST CORNER OF SAID TRACT "A"; THENCE NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 170.00 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 26 DEGREES 30 MINUTES 00 SECONDS FOR AN ARC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

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

## NOTES:

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



 <p><b>Schwebel-Shiskin &amp; Associates, Inc.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY, MIAMI, FL 33025 PHONE No. (954) 435-7010 FAX No. (954) 438-3288 ORDER NO. 194702 DATE: 03-03-2008</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">REVISIONS</th> </tr> <tr> <td>July 9, 2012</td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> <tr> <td> </td> </tr> </table> <p style="text-align: right;">ALFONSO TELSTAD, P.E. FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978</p>	REVISIONS	July 9, 2012			
REVISIONS						
July 9, 2012						

**A VENTURA  
ISLES CDD**

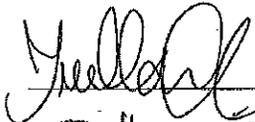
**JOINDER BY MORTGAGEE IN PETITION FOR  
CREATION OF AVENTURA ISLES  
COMMUNITY DEVELOPMENT DISTRICT**

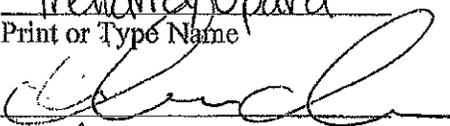
**To Miami-Dade County, Florida:**

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

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

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

  
\_\_\_\_\_  
Trellan opara  
Print or Type Name

  
\_\_\_\_\_  
Monika Markus  
Print or Type Name

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

PROVINCE OF ONTARIO )  
 ) ss:  
COUNTRY OF CANADA )

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

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

DAVID WALLACE  
NOTARY PUBLIC, PROVINCE OF  
ONTARIO

*David H. Wallace*

NOTARY PUBLIC  
SEAL OF OFFICE:

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

- Personally known to me, or
- Produced identification;

(Type of Identification Produced)

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

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

# ACKNOWLEDGMENT

State of California

County of Los Angeles

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

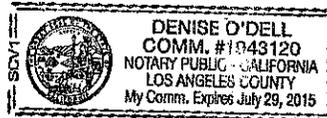
personally appeared Eileen Watchorn

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

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

WITNESS my hand and official seal.

Signature D. O'Dell (Seal)



## OPTIONAL

### Description of Attached Document

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

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

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

**EXHIBIT "D"**

**INITIAL MEMBERS OF THE BOARD OF SUPERVISORS**

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

See attached resumes.

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

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

#### SUMMARY

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

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

BA - CW Post College Long Island, NY 1973

DDS – Georgetown University School of Dentistry 1977

Florida Licensed OSHA Inspector 600062006

Department of Environmental Protection Qualified Stormwater Manager 16808

#### HOA EXPERIENCE

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

1999-2005

## Summary

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

Real Estate License SL3231151  
Ohio State University 1985-1987

## HOA/CDD Experience

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

# RICK FEATHER

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

## Summary

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

Florida licensed construction professional (CBC-057970)

Department of Environmental Protection Qualified Stormwater Manager (18918)

MBA - University of Phoenix, Tampa Campus 2006

## HOA / CDD Experience

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

# Eric Reiter

190 NW 199<sup>th</sup> Street, Suite 106, Miami, FL 33179

Phone: 305-307-7221 Fax: 305-307-7237

## Summary

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

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

## Experience

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

# Tony Valle

1951 NW 19<sup>th</sup> Street, Suite 200, Boca Raton FL 33431

Phone: 813-767-8343 E-Mail: tonyv@aventuraisles.com

## Summary

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

---

Florida licensed construction professional (CRC - 058538)

Department of Environmental Protection Qualified Stormwater Manager (10938)

## HOA/ CDD Experience      2007-2009

### Live Oak Preserve, Tampa Florida

2007-2009

- Member of Phase 1 and Phase 2 CDD board. 2004-2009

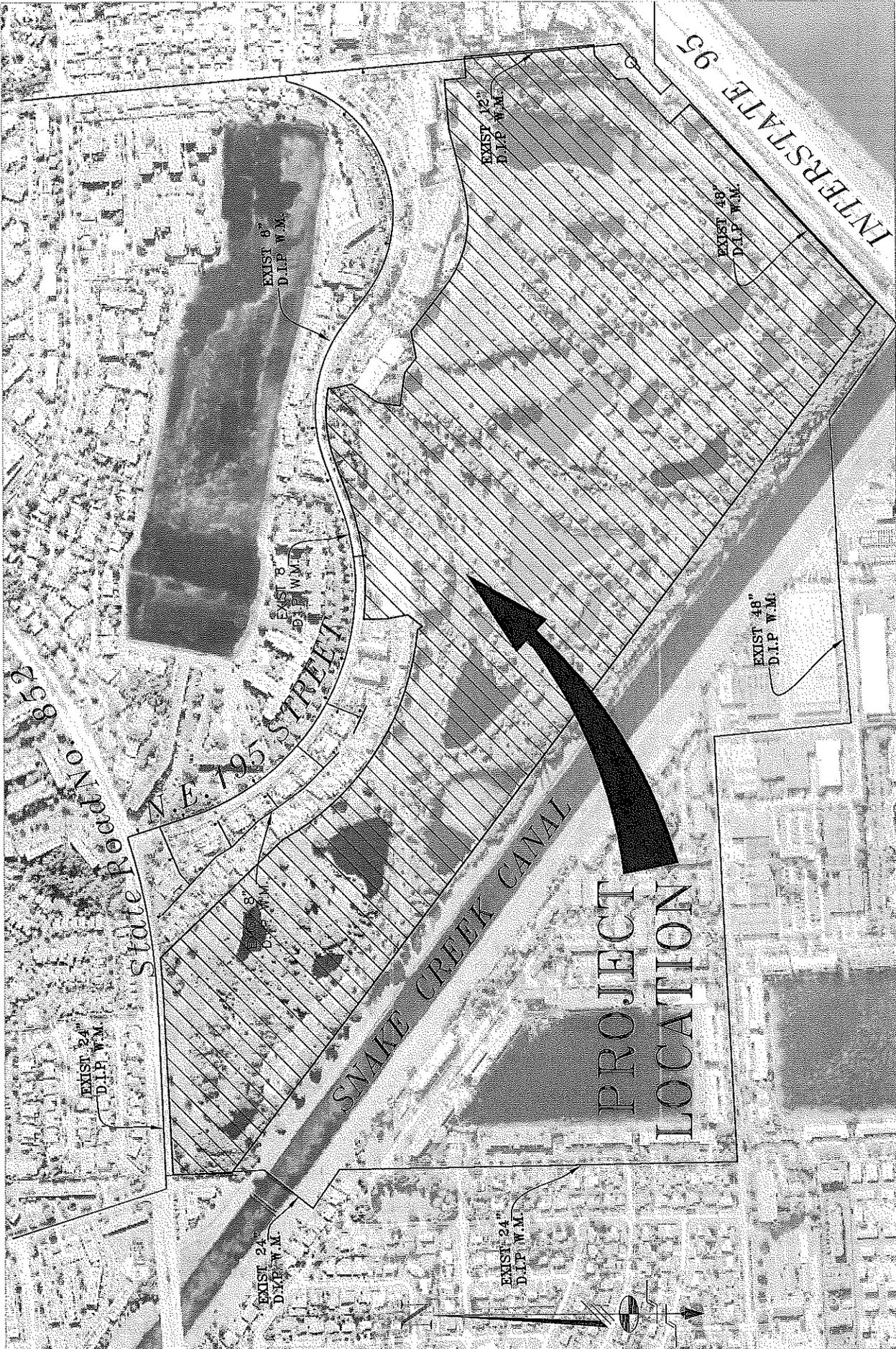
### The Hammocks, Tampa Florida

2007-2009

- Member of CDD board. 2004-2009

**EXHIBIT "E"**

**EXISTING WATER AND SEWER MAINS**



LEGEND:  
 DENOTES EXISTING FIRE HYDRANT  
 DENOTES EXISTING WATER MAIN

NOTE: Authentic copies of this drawings will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor

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

By: ALFONSO C. TELLO, PRESIDENT  
 Registered Land Surveyor No. 2876, State of Florida  
 Registered Engineer No. 32088, State of Florida

Swewbe-Siskin & Associates, Inc.  
 LAND PLANNERS, ENGINEERS AND SURVEYORS  
 3240 CORPORATE WAY MIAMI, FLORIDA 33023

Drawn By: JCT Date: 9/19/11 Checked By: ACT Date: 9/19/11  
 Order No. 00000078, BOOK  
 AJ-4888, PAGE  
 File No. EXHIBIT E, Sheet No. 1 of 1 Sheets



LEGEND  
 ● DENOTES EXISTING SEWER MANHOLE  
 — DENOTES EXISTING SEWER LINE

NOTE: Authentic copies of this drawings will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor

**AVENTURA ISLES CDD**  
 EXISTING SEWER FACILITIES  
 EXHIBIT E

MIAMI-DADE COUNTY, FLORIDA 06-52-42

**Schwabe Shiskin F & Associates, Inc.**  
 LAND PLANNING ENGINEERS AND SURVEYORS  
 3240 CORPORATE WAY MIAMI, FLORIDA 33122

By: ALFONSO C. TELLO, PRESIDENT  
 Registered Land Surveyor No. 2978, State of Florida  
 Registered Engineer No. 35209, State of Florida

Drawn By: JCT Date: 9/19/11 Checked By: ACT Date: 9/19/11  
 Order No. 000000 PR. BOOK PAGE NTS  
 File No. EXHIBIT E Sheet No. 1 of 1 Sheets

**EXHIBIT "F"**

**PROPOSED TIMETABLE FOR CONSTRUCTION OF IMPROVEMENTS**

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

**EXHIBIT "G"**

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

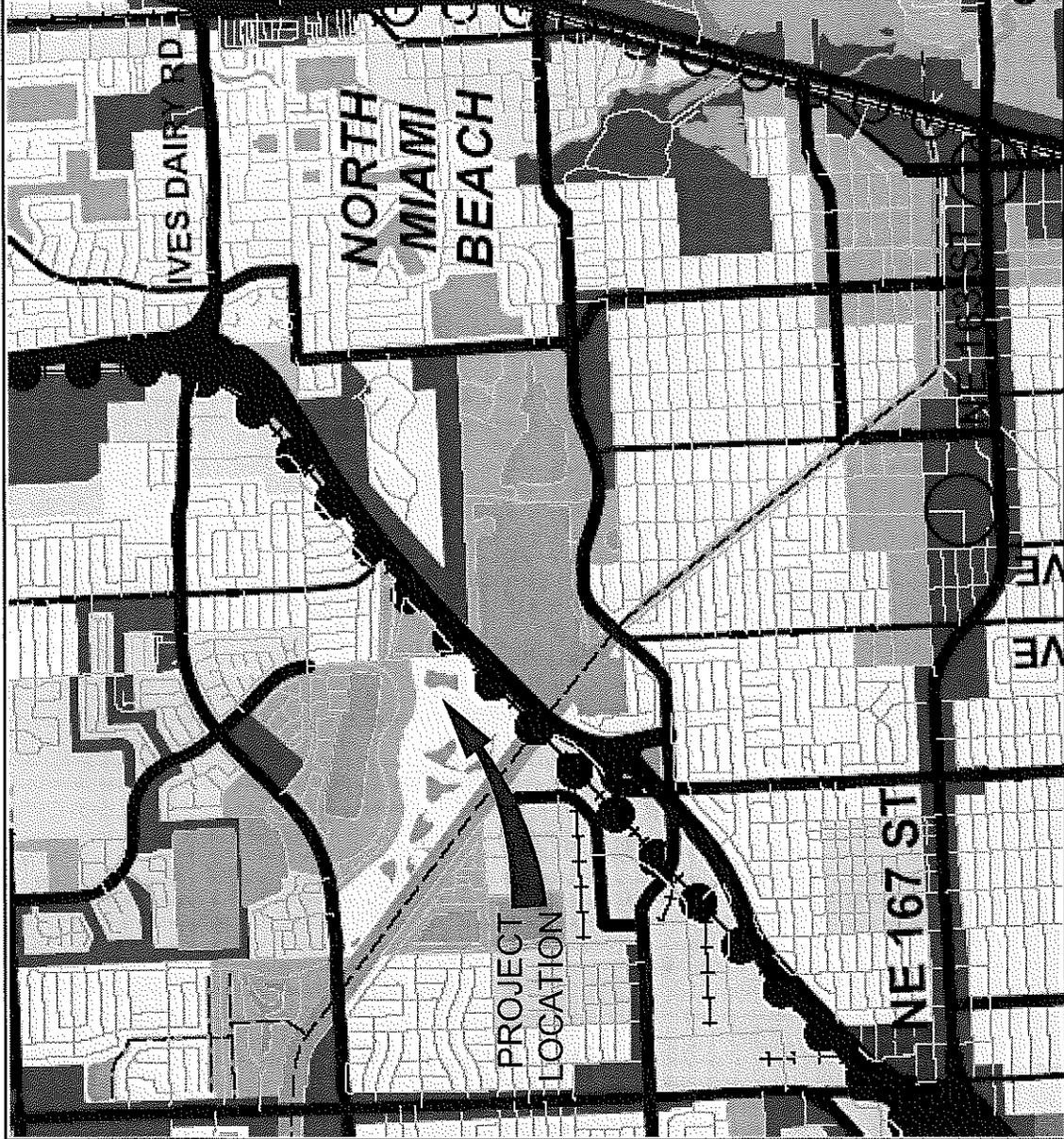
<b><u>Description</u></b>	<b><u>Amount</u></b>
Passive and Active Parks and Recreational Facilities, Landscaping and Irrigation	\$ 5,302,027
Off-Site Road Improvements	\$ 428,398
Sanitary Sewer Collection System	\$ 1,446,622
Water and Distribution System	\$ 1,300,270
Storm Water Management and Drainage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

**EXHIBIT "H"**

**FUTURE LAND USE MAP**

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

- RESIDENTIAL COMMUNITIES**
- ESTATE DENSITY (EDR) 1-2.5 DU/AC
  - LOW DENSITY (LDR) 2.5-6 DU/AC
  - LOW-MEDIUM DENSITY (LMDR) 6-13 DU/AC
  - MEDIUM DENSITY (MDR) 13-25 DU/AC
  - MEDIUM-HIGH DENSITY (MHDR) 25-60 DU/AC
  - HIGH DENSITY (HDR) 60-125 DU/AC OR MORE/GROSS AC
  - ESTATE DENSITY W/ ONE DENSITY INCREASE (DI-1)
  - LOW DENSITY W/ ONE DENSITY INCREASE (DI-1)
  - LOW-MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
  - MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
  - TWO DENSITY INCREASE WITH URBAN DESIGN (DI-2)
- INDUSTRIAL AND OFFICE  
RESTRICTED INDUSTRIAL AND OFFICE  
BUSINESS AND OFFICE  
OFFICE/RESIDENTIAL  
INSTITUTIONS, UTILITIES, AND COMMUNICATIONS  
PARKS AND RECREATION  
AGRICULTURE  
OPEN LAND  
ENVIRONMENTAL PROTECTION  
ENVIRONMENTALLY PROTECTED PARKS  
TRANSPORTATION (ROW, RAIL, METRO/RAIL, ETC.)  
TERMINALS
- EXPRESSWAYS  
MAJOR ROADWAYS (3 OR MORE LANES)  
MINOR ROADWAYS (2 LANES)
- EXISTING RAPID TRANSIT / FUTURE RAPID TRANSIT
- URBAN CENTERS \*\*  
REGIONAL METROPOLITAN COMMUNITY
- ADOPTED REGIONAL URBAN CTR  
ADOPTED METROPOLITAN URBAN CTR  
ADOPTED COMMUNITY URBAN CTR
- \* Note: This symbol denotes an urban center where an area plan has been accepted by the Board of County Commissioners and modified in a zoning overlay district that shows the defined boundaries of the center.
- 2015 URBAN DEVELOPMENT BOUNDARY  
2025 EXPANSION AREA BOUNDARY
- WATER  
CANAL  
LEVEE/CANAL



**AVENTURA ISLES CDD  
FUTURE LAND USE PLAN  
EXHIBIT I  
MIAMI-DADE COUNTY, FLORIDA SEC 6 TWP 52 RCE 42**

Revised: July 9, 2012  
NOTE: Authentic copies of this drawings will bear the raised seal of the attesting Professional Engineer or Professional Land Surveyor

*Schwabke-Shiskin & Associates, Inc.*  
ENGINEERS  
LAND PLANNERS  
3240 CORPORATE WAY MIAMI, FLORIDA 33133

By: ALFONSO C. TELLO PRESIDENT  
Registered Land Surveyor No. 28702 State of Florida  
Registered Engineer No. 32059 State of Florida

Order No. N/A RE. PAGE  
Book  
Drawn By: J.C.T. Date: 02-07-08 Checked By: A.C.T. Date: 02-07-08  
Scale: 1" = 800'  
File No. AJ-4362  
Sheet No. 3 of 3 Sheets

**EXHIBIT "I"**

**ZONING APPROVAL**

RESOLUTION NO. CZAB2-1-06

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

- (1) GU, RU-4, & BU-2 to PAD
- (2) UNUSUAL USE to permit a lake fill and lake excavations.
- (3) Applicant is requesting to permit single-family residential attached units with a private open space varying from 36.3% to 48% (60% required for each unit).

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

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

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

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

of said Section 1, for 256.27' to a Point of intersection with the NE/ly Right-of-Way line of Snake Creek Canal; thence S 48°06'28"E, along the said NE/ly Right-of-Way line of Snake Creek Canal for 4,903.57'; thence run N51°42'10"E for 25.37'; thence run S 48°06'28"E, continuing along the said NE/ly Right-of-Way line of Snake Creek Canal for 152.23'; thence run N51°42'10"E, along the NW/ly Right-of-Way line of Seaboard Airline Railroad, for 1,665.77' feet; thence run due north, along the east line of the aforesaid Section 6 for 884.88' feet to the Point of beginning. LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: A portion of the NE ¼ of Section 6, Township 52 South, Range 42 East, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run south along the east line of said Section 6 for a distance of 1,784.78' to the Point of beginning of the herein described parcel; thence continue along the last described course for a distance of 100'; thence run west, at right angles to the last described course, for a distance of 100'; thence run due north, at right angles to the last described course, for a distance of 100'; thence run east, at right angles to the last described course, for a distance of 100' to the Point of beginning. ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: Begin at the intersection of the east line of the NE ¼ of said Section 6, with the NW/ly Right-of-Way line of the Seaboard Coast Line Railroad and run S 51°42'10"W along the said NW/ly Right-of-Way line of Seaboard Coast Line Railroad for 400'; thence N38°17'50"W at right angles to the last described course for 130'; thence N51°42'10"E for 287.32'; thence north along a line west of and parallel with the east line of the NE ¼ of said Section 6 for 49.69'; thence N51°42'10"E for 151.63'; thence east at right angles to the next described course for 50'; thence south along the east line of the NE ¼ of said Section 6 for 175.85' to the Point of Beginning. AND: PARCEL B: A portion of Tract "A", SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

Commence at the NW/ly corner of said Tract "A" (said Point of commencement being on a curve and bearing S 12°35'28"W, from the radius point of the next described curve); thence E/ly, along the N/ly boundary of said Tract "A", along a circular curve to the left, having a radius of 1,175.92' and a central angle of 0°42'44" for an arc distance of 14.62' to the Point of beginning of the following described parcel of land: thence continue E/ly, along said circular curve to the left, having a radius of 1,175.92' and a central angle of 7°33'08" for an arc distance of 155' (last mentioned course being coincident with the N/ly boundary of said Tract "A"); thence S 15°30'00"E for 251.78' to a point on a curve, said point bearing S 3°22'02"E from the radius point of said curve; thence W/ly, along a circular curve to the right, having a radius of 1,250' and a central angle of 11°56'48" for an arc distance of 260.64'; thence N42°41'52"E, for 59.54'; thence N4°44'02"W, for 106.72'; thence N4°17'25"E, for 102.8' to the Point of Beginning. AND: PARCEL "C": A portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", Plat Book 103, Page 51, being more particularly described as follows:

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

coincident with the N/ly boundary line of said Tract "A"); thence S 15°30'00"E East radial to the last described curve line, for 210'; thence S 74°30'00"W, at right angles to the last mentioned course, for 136.12' to a Point of curvature; thence W/ly, along a circular curve to the right, having a radius of 1250' and a central angle of 12°07'58" for an arc distance of 264.7' to a point in a line drawn through the Point of beginning and extending in a SE/ly direction on a course of S 15°30'00"E; thence N 15°30'00"W, along such line drawn through the Point of beginning, for a distance of 251.78' to the Point of beginning. AND: PARCEL "D":

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

Commence of the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due south, along the east line of the NE ¼ of said Section 6 for 869.78' to a Point of curvature; thence run SW/ly, W/ly, and NW/ly, along a circular curve to the right having a radius of 650' and a central angle of 132°30'00", for an arc distance of 1,503.16'; thence run S 42°30'00"W radial to the last described curve for 30' to the Point of beginning of the parcel of land hereinafter described; thence run N 47°30'00"W for 170' to a Point of curvature; thence run W/ly along a circular curve to the left having a radius of 620' and a central angle of 58°00'00", for an arc distance of 627.62' to a Point of tangency; thence run S 74°30'00"W for 200' (the last mentioned three courses being coincident with S/ly Right-of-Way of N.E. 195th Street, Sky Lake Drive North, as shown on the Plat of SKY LAKE NORTH RIGHTS-OF-WAY, Plat Book 85, Page 16); thence run S 15°30'00"E, at right angles to the last described course, for 210'; thence run S 61°58'08"E for 137.93'; thence run N 74°30'00"E for 100'; thence run S 76°30'00"E for 305.43'; thence run S 47°30'00"E for 85'; thence run N 84°19'13"E for 127.48'; thence run N 42°30'00"E for 210' to the Point of Beginning. LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A": Begin at the Eastern most corner of said Tract "A"; thence N 47°30'00"W, for 170.00' to a Point of curvature; thence NW/ly, along a circular curve to the left, having a radius of 620' and a central angle of 26°30'00" for an arc distance of 286.76' feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence S 16°00'00"W, radial to the last described circular curve, for 13'; thence S 6°37'10"E for 100.31'; thence S 38°23'40"W for 96'; thence N 52°07'56"W for 5.46'; thence S 36°07'40"W, for 51.97'; thence S 13°30'00"W, for 103.93'; thence S 76°30'00"E, at right angles to the last mentioned course, for 157.09'; thence S 47°30'00"E, for 85'; thence N 84°19'13"E for 127.48'; thence N 42°30'00"E, for 210' to the Point of beginning (last mentioned four courses being coincident with the S/ly and SE/ly boundary of said Tract "A").

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

WHEREAS, a public hearing of the Miami-Dade County Community Zoning Appeals

Board 2 was advertised and held, as required by law, and all interested parties concerned in

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8) Development Schedule. That development of the Property is projected to commence no later than 24 months from the final approval of the Application, including the expiration of all applicable appeals periods and the resolution of all resulting appeals. Development of the Property is projected to be completed within 4 years from the date of commencement.

9) Additional Quantitative Data.

A. Total Number of Bedrooms. That the total number of bedrooms on the Property shall not exceed 2,863.

B. Total Building Coverage. That the total ground level building coverage for the Property shall not exceed 21.2± acres.

C. Open Space. That the area of common open space for the Property shall be in accordance with Section 33-284.27(l) of the Code, as may be amended from time to time.

D. Residential Density. That the maximum density on the Property shall be 5.6 units per gross acre.

E. Private Roads. That the roadways within the Property shall be private. The area of pavement shall be 19.9± acres, including parking lots and driveways.

F. Population Projection. That the estimated population projection resulting from the development of the Property is 1,650 people.

10) Types of Dwelling Units. That owner agrees to develop the Property with detached single-family units, townhouse units, and residential multi-family units with the following models and sizes:

Detached Single Family Units

Model A - single-story, approximately 1,666 square feet

Model B - single-story, approximately 2,194 square feet

Model C - two-story, approximately 2,697 square feet

Model D - two-story, approximately 3,650 square feet

Two-Story Townhouse Units

Model A (Corner) - approximately 1,789 square feet

Model A (Center) - approximately 1,774 square feet

Model B (Corner) - approximately 2,172 square feet

Model B (Center) - approximately 2,190 square feet

Single Floor Multifamily Units

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

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

Two Floor Multifamily Unit

Approximately 1,120 square feet

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### Bond Requirements.

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

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

24. that only such clean fill material as allowed by Chapter 24 of this Code and approved in writing by the Department of Environmental Resources Management, as set forth herein, shall be used in the fill project; that no fill material or unacceptable fill to be removed shall be permitted to be stored on property abutting the fill project site or within the adjacent rights-of-way at any time during the fill project;
25. that any unacceptable fill material shall be stored in containers; shall not be permitted to remain on the project site for more than thirty (30) days; and shall not exceed a volume of forty (40) cubic yards;
26. that neither the clean fill material piles, nor the unacceptable fill material piles, nor the piles awaiting sorting shall be permitted to exceed a height of 10 feet above the applicable flood elevations for the property;
27. that the hours of the lakefill operation shall be controlled by the Director;
28. that the deadline date for the completion of the fill project, including final closure and completion of all tasks set forth in the approved plans and permit shall be determined by the Director and established in the permit. All authorized work shall be carried on continuously and expeditiously so that the filling will be completed within the allocated time;
29. that if the fill project is discontinued, abandoned, falls behind schedule or time expires under the permit, the remaining excavation shall immediately be sloped to conform with the previously approved excavation plans and all equipment and concomitant uses shall be removed from the premises, unless an application to extend the time is filed with the Department prior to expiration of the approval and provided that good cause is demonstrated as to the delay in completing the filling of the excavation;
30. that the grading, leveling, sloping of the banks and perimeter restoration shall be on a progressive basis during the fill project. In accordance with this requirement, the applicant shall submit "as-built" surveys prepared and sealed by a Florida-licensed surveyor and /or professional engineer annually and at final completion of the fill operation or upon request of either the Director or the DERM Director when it is determined by the Director or the DERM Director that the filling is proceeding contrary to approved plans or in violation of the conditions of the approved excavation fill plan or the permit plan;
31. that the property shall be suitably posted to meet with the approval of the Director and the DERM Director; said postings shall denote the fill project and shall warn the public concerning the possible hazards prior to commencement and for the duration of the fill project;
32. that the applicant shall obtain and comply with Chapter 33 and all permit requirements of the Department of Environmental Resources Management as well as the Public Works Department for the duration of the fill project;

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

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

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

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

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

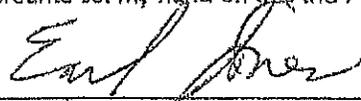
Hearing No. 06-3-CZ2-1  
ej

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

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

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



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

SEAL





Department of Planning and Zoning  
 Stephen P. Clark Center  
 111 NW 1st Street • Suite 1218  
 Miami, Florida 33128-1902  
 T 305-375-2800

March 7, 2006

miamidade.gov

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

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

Dear Applicant:

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

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

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

Sincerely,

Earl Jones  
 Deputy Clerk

Enclosure

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

**EXHIBIT "J"**

**STATEMENT OF ESTIMATED REGULATORY COSTS**

# AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT

## Statement of Estimated Regulatory Costs

July 11, 2012



*Wrathell, Hunt and Associates, LLC*  
*Building client relationships one step at a time ...*

Provided by

*Wrathell, Hunt and Associates, LLC*

6131 Lyons Road, Suite 100  
Coconut Creek, FL 33073

Telephone: (954) 426-2105

Facsimile: (954) 426-2147

Website: [www.whassociates.com](http://www.whassociates.com)

# STATEMENT OF ESTIMATED REGULATORY COSTS

## **1.0 Introduction**

### **1.1 Purpose and Scope**

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Aventura Isles Community Development District ("District"). The proposed District will comprise approximately 147.97 +/- acres of land located within the unincorporated Miami-Dade County, Florida (the "County") and is projected to contain approximately 653 residential units. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

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

### **1.2 Overview of Aventura Isles Community Development District**

The District is designed to provide public infrastructure, services, and facilities along with operations and maintenance of same to a master planned residential development currently anticipated to contain a total of 487 single-family detached dwelling units and 166 townhouse dwelling units, all within the boundaries of the District.

A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, F.S., to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the City or County in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, construction, operating and maintaining community infrastructure for developments, such as Aventura Isles.

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

Section 120.541(2), F.S. (2011), defines the elements a statement of estimated regulatory costs must contain:

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

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

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

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

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

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (Miami-Dade County with Census 2010 population of 2,496,435 is not defined as a small County for the purposes of this requirement.)

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

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

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

**2.0 An economic analysis showing whether the ordinance directly or indirectly:**

- 1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance;**
- 2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business**

**in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance; or**  
**3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The ordinance establishing the District is anticipated to not have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District, however, as property ownership in the District is voluntary and all additional costs will be disclosed to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

**2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The sole reason for the establishment of the District is to provide public facilities and services to support the development of a new, master-planned residential community on land that is currently a former golf course. The redevelopment of the 148 +/- acre parcel will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation.

Establishment of the District will allow it to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District for private use. The provision of District's infrastructure and the subsequent development of the private land will generate private economic activity, private economic growth, private investment and employment, and job creation. The District will use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, will use private firms to operate and maintain such infrastructure/provide services to the landowners and residents of the District. Private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated 653 residential housing units, the construction, sale, and continue use/maintenance of which will involve private firms. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by private sector alone, the fact that the establishment of the District is initiated by the private landowner means that such private landowner, who is also the developer of the site, considers the establishment and continued operation of the District as beneficial to the process of land development, which in turn will lead directly or indirectly to the economic growth, likely private sector job and/or support private sector employment, and private sector investments.

**2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

When assessing the question of whether the establishment of the District is likely directly or indirectly to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the community. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same community without the District. Similarly to a purely private solution, District contracts will be bid competitively as to achieve lowest cost/best value for the particular infrastructure or services desired by the landowners under a "lowest responsive/responsible bid" method, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the community is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District in its purchasing decisions will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

**2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the ordinance.**

The establishment of the District will not increase any regulatory costs of the State, County or other local governments by virtue that the District will be one of many already existing similar districts within the State and Mía ni-Dade County. As described in more detail in Section 4, the proposed District will pay the required one-time County filing fee to offset any County expenses that the County may incur in the processing of this petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special district in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and the likelihood of additional transaction costs, and all initial prospective buyers must have such additional transaction costs disclosed to them prior to sale, as required by State law and County ordinance establishing the District, such increases should be considered voluntary, self-imposed, and as a tradeoff for the services and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 5 years, they are anticipated to not exceed \$4,000,000.

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

The proposed District will serve land that comprises an approximately 148-acre master planned residential development currently planned to contain 653 residential dwelling units, with 487 single-family detached dwelling units and 166 townhouse dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated population of the proposed District at build out will be approximately 2,300 +/- and all of these residents as well as the landowners within the District (which may be the same as the residents) will be affected by the ordinance. The County, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

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

There is no state agency promulgating any rule relating to this project and there is no anticipated effect of the ordinance establishing the District on state or local revenues.

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

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Miami-Dade County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

Miami-Dade County, Florida

The proposed land for the District is located within unincorporated Miami-Dade County, Florida and consists of less than 1,000 acres. The County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some

resources, however, these costs incurred by the County will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, the potential costs are offset by the required filing fee of \$15,000 included with the petition to offset any expenses the County may incur in the processing of this petition. Finally, the County already processes similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to Miami-Dade County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District.

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

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

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

#### **5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.**

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates are shown in Table 2. Total costs for those facilities, which may be provided, are estimated to be approximately \$12,894,657. District may levy non-ad valorem special assessment (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

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

residents is completely voluntary and levy of such assessments, as well as the prospect of such assessments, will be noticed and will be disclosed fully in accordance with County requirements. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

**Table 1**

**AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT  
Proposed Facilities and Services**

<b>FACILITY</b>	<b>FUNDED</b>	<b>MAINTAINED</b>	<b>OWNERSHIP</b>
Passive and Active Parks and Recreational Facilities	CDD	CDD or County	CDD
Landscaping and Irrigation	CDD	CDD	CDD
Off-Site Road Improvements	CDD	County	County
Sanitary Sewer Collection System	CDD	County/CDD	County/CDD
Water and Distribution System	CDD	County	County
Storm Water Management and Drainage System	CDD	CDD	CDD

A CDD provides the property owners with an alternative mechanism of providing public services, however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, County or its dependent districts, or County management but financing with municipal service benefit units and municipal service taxing units which are not districts, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to costs of public district mechanism of public services delivery to the developments within the proposed area, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development. The County has for some time required that a dormant special district be established over the area of the proposed District to guard against failure of the proposed District to fulfill its maintenance responsibilities and such a special district will therefore be established for that purpose concurrently with the establishment of the proposed District.

Other public entities, such as counties, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Table 2

**AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT**  
**Estimated Costs of Construction**

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

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

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

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

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

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of community infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a Community Development District provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

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

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants. This affords small businesses the opportunity to bid on District work.

Miami-Dade County has a population of 2,496,435 according to the Census 2000 conducted by the United States Census Bureau and is therefore not defined as a "small" county according to Section 120.52, F.S.

**7.0 Any additional useful information.**

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

In relation to the question of whether the proposed Aventura Isles Community Development District is the best possible alternative to provide community facilities and services to the project, there are several additional factors which bear importance. As an alternative to the independent CDD, the County could establish a dependent Special District for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent Special District is not the best alternative for providing community facilities and services to the Aventura Isles Community. First, unlike a CDD, this alternative would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Aventura Isles Community is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish and administer a dependent Special District, then the residents and landowners of the Aventura Isles Community would take their grievances and desires to the City Commission/Council meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a County-established, dependent Special District is not strictly the County's responsibility, any financial problems that a dependant Special District may have may reflect on the County. This will not be the case if a Community Development District is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of community facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital markets. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability.

**8.0 A description of any regulatory alternatives submitted under Section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.**

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Aventura Isles Community Development District.

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

<b>REPORT</b>	<b>FL. STATUE CITATION</b>	<b>DATE</b>
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30

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

Petitioner, WILLIAMS ISLAND VENTURES, LLC, a Delaware limited liability company ("Petitioner"), hereby submits this Addendum to the Petition dated Sept. 19, 2012, to Establish the Aventura Isles Community Development District ("CDD") in Miami-Dade County, Florida and states as follows:

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

[Remainder of page intentionally left blank]

Respectfully submitted this 19<sup>th</sup> day of Sept, 2012.

WILLIAMS ISLAND VENTURES, LLC, a Delaware limited liability company

By: Williams Island Member, LLC, a Delaware limited liability company, as Managing Member

By: \_\_\_\_\_  
Print: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 E. Las Olas Blvd., 6 <sup>th</sup> Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

**DECLARATION OF RESTRICTIVE COVENANTS**

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

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Aventura Isles Community Development District (the "District") filed \_\_\_\_\_, 2012, and approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the Board on \_\_\_\_\_, 20\_\_ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

**1. COVENANTS.**

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

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a

“Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract (“Purchase Contract”) for such Dwelling Unit. For the purposes of this Declaration, the term “Owner” means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the “Effective Date of the Ordinance”) but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD

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

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION

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

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

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

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

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

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

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

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

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

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

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small), AND \$700 FOR A TOWNHOUSE UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

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

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

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

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

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

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

Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

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

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

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The

remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN AVENTURA ISLES. A PURCHASER OF PROPERTY IN AVENTURA ISLES WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE AVENTURA ISLES COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON AVENTURA ISLES AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [INSERT APPROPRIATE CONTACT INFORMATION]."

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance

with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department (“WASD”), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners’ or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes

the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

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

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

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

Property, or of such portion as will be affected by the modification, amendment, or release, including jointers of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

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

8. ACCEPTANCE OF DECLARATION.

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

application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 19<sup>th</sup> day of Sept, 2012.

OWNER:

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

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

By: \_\_\_\_\_  
Print Name: ARTHUR FALCONE  
Title: MANAGING PRINCIPAL

Owner's Address: 1951 NW 19<sup>th</sup> Street,  
Suite 200,  
Boca Raton, FL 33431

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by ARTHUR FALCONE, the MANAGING PRINCIPAL of Williams Island Member, LLC, a Delaware limited liability company, Managing Member of Williams Island Ventures, LLC, a Delaware limited liability company, this 19<sup>th</sup> day of Sept, 2012, who is personally known to me or who produced N/A as identification.

Cora Di Fiore  
Notary Public, State of Florida, at Large  
Print Name: CORA DI FIORE  
My commission expires: 05/07/2012



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

Exhibit A

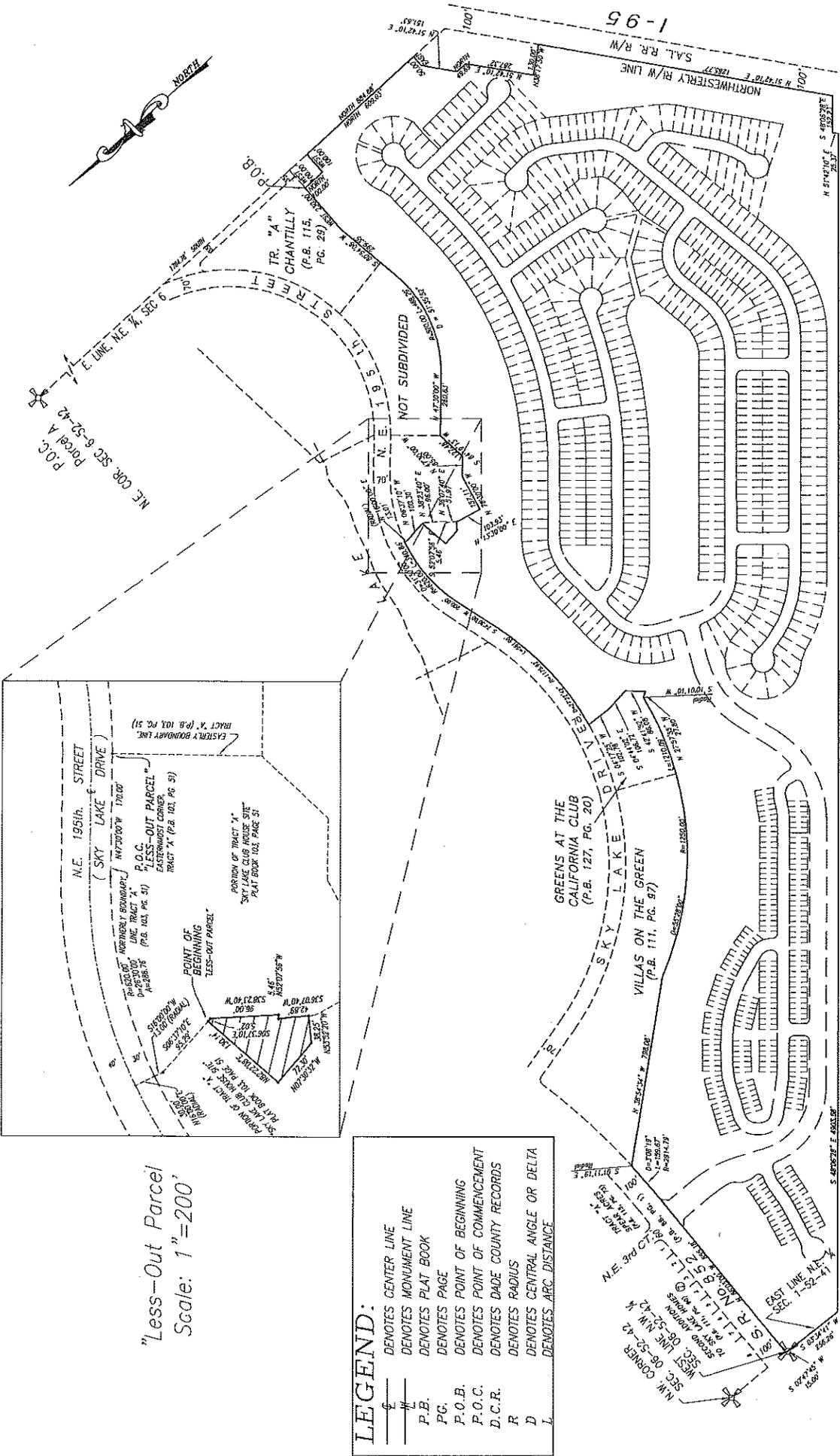
LEGAL DESCRIPTION

# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

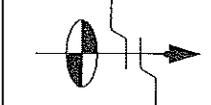
"Less-Out Parcel"  
Scale: 1"=200'

## LEGEND:

- DENOTES CENTER LINE
- DENOTES MONUMENT LINE
- DENOTES PLAT BOOK
- DENOTES PAGE
- DENOTES POINT OF BEGINNING
- DENOTES POINT OF COMMENCEMENT
- DENOTES DADE COUNTY RECORDS
- DENOTES RADIUS
- DENOTES CENTRAL ANGLE OR DELTA
- DENOTES ARC DISTANCE



SCALE 1"=600'



REVISIONS
July 9, 2012

**Schwabe-Shiskin & Associates, Inc.**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY - MIRAMAR, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 435-3288  
 ORDER NO. 194702 DATE: 03-03-2008  
 PREPARED UNDER MY SUPERVISION  
 ALFONSO S. SLO, PRESIDENT  
 FLORIDA PROFESSIONAL SURVEYOR No. 2978

**A VENTURA  
ISLES CDD**

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

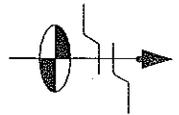
COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET;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

**A VENTURA  
ISLES CDD**

REVISIONS
July 9, 2012

**ALFONSO C. TELLO, INC.**  
 LAND SURVEYORS-ENGINEERS-PLANNERS - 3240 CORPORATE WAY - MIRAMAR, FL 33025  
 PHONE No. (954)435-7010 FAX No. (954)435-82068  
 PREPARED UNDER MY SUPERVISION:  
 ALFONSO C. TELLO, STATE PRESIDENT  
 FLORIDA PROFESSIONAL LAND SURVEYOR No. 2978

ORDER NO. 194702  
 DATE: 03-03-2008  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



96

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

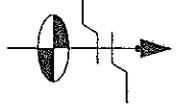
A PORTION OF SECTION 6, TOWNSHIP 52 SOUTH, RANGE 42 EAST, TOGETHER WITH A PORTION OF TRACT "A", "SKY LAKE CLUB HOUSE SITE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 103, AT PAGE 51, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, ALL OF THE ABOVE LYING AND BEING IN MIAMI-DADE COUNTY,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

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

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

## NOTES:

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



*Schwelbe-Shiskin & Associates, Inc.*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY - MIAMI, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (954) 38-3288  
 ORDER NO. 194702 PREPARED UNDER NO. 320068  
 DATE: 03-03-2008  
 THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



REVISIONS
July 9, 2012

**A VENTURA  
ISLES CDD**

## Exhibit B

### CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family (Large)	\$1,000	\$161	\$1,161
Single Family (Medium)	\$900	\$161	\$1,061
Single Family (Small)	\$800	\$161	\$961
Townhouse	\$700	\$161	\$861

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family (Large)	\$13.42	\$0	\$83.33
Single Family (Medium)	\$13.42	\$0	\$75.00
Single Family (Small)	\$13.42	\$0	\$66.67
Townhouse	\$13.42	\$0	\$58.33

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family (Large)	\$13,404.32	\$30,000
Single Family (Medium)	\$12,063.88	\$27,000
Single Family (Small)	\$10,723.45	\$24,000
Townhouse	\$9,383.02	\$21,000

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

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

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

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

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

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

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

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

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

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1000** (approximately **\$83.33** per month) for a Single Family Unit (Large), **\$900** (approximately **\$75** per month) for a Single Family Unit (Medium), **\$800** (approximately **\$66.67** per month) for a Single Family Unit (Small), and **\$700** (approximately **\$58.83**) for a Townhouse Unit, which

sums shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds (30 years) is approximately **\$30,000** for a Single Family Unit (Large), **\$27,000** for a Single Family Unit (Medium), **\$24,000** for a Single Family Unit (Small), and **\$21,000** for a Townhouse Unit.

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

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

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

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$161** for a Single Family Unit (Large), **\$161** for a Single Family Unit (Medium), **\$161** for a Single Family Unit (Small), and **\$161** for a Townhouse Unit per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

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

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

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

**PURCHASER:**

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

**PURCHASER:**

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

"EXHIBIT 2 to the Ordinance"  
Legal Description

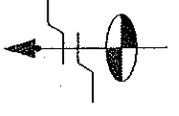


# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

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

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 6; THENCE RUN DUE "SOUTH", ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6, FOR 1784.78 FEET; THENCE DUE "WEST" FOR 100.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERINAFTER DESCRIBED; THENCE CONTINUE DUE "WEST", FOR 230.00 FEET; THENCE RUN SOUTH 80 DEGREES 54 MINUTES 08 SECONDS WEST, FOR 289.35 FEET, TO A POINT OF CURVATURE (SAID LAST THREE COURSES BEING COINCIDENT IN PART TO THE SOUTH LINE OF TRACT "A", "CHANTILLY", AS RECORDED IN PLAT BOOK 115 AT PAGE 29 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE RUN SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 520.00 FEET AND A CENTRAL ANGLE OF 51 DEGREES 35 MINUTES 52 SECONDS, FOR AN ARC DISTANCE OF 468.29 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 260.63 FEET; THENCE RUN SOUTH 84 DEGREES 19 MINUTES 13 SECONDS WEST, FOR 127.48 FEET; THENCE RUN NORTH 47 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 85.00 FEET; THENCE RUN NORTH 76 DEGREES 30 MINUTES 00 WEST, FOR 157.11 FEET; THENCE RUN NORTH 13 DEGREES 30 MINUTES 00 SECONDS EAST, FOR 103.93 FEET; THENCE RUN NORTH 36 DEGREES 07 MINUTES 40 SECONDS EAST, FOR 51.97 FEET; THENCE RUN SOUTH 52 DEGREES 07 MINUTES 56 SECONDS EAST, FOR 5.46 FEET; THENCE RUN NORTH 38 DEGREES 23 MINUTES 40 SECONDS EAST, FOR 96.00 FEET; THENCE NORTH 06 DEGREES 37 MINUTES 10 SECONDS WEST, FOR 100.30 FEET; THENCE RUN NORTH 16 DEGREES 00 MINUTES 00 SECONDS EAST, RADIAL TO THE NEXT DESCRIBED CURVE, FOR 13.01 FEET; THENCE NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE LEFT, HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 31 DEGREES 30 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 340.86 FEET, TO A POINT OF TANGENCY; THENCE RUN SOUTH 74 DEGREES 30 MINUTES 00 SECONDS WEST, FOR 200.00 FEET, TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1175.92 FEET AND A CENTRAL ANGLE OF 27 DEGREES 22 MINUTES 42 SECONDS, FOR AN ARC DISTANCE OF 561.90 FEET, TO A POINT ON SAID CURVE (LAST MENTIONED THREE COURSES BEING COINCIDENT WITH PORTIONS OF THE NORTHERLY BOUNDARY LINES OF SAID TRACT "A", "SKY LAKE CLUB HOUSE SITE"); THENCE RUN SOUTH 04 DEGREES 17 MINUTES 25 SECONDS WEST, FOR 102.78 FEET; THENCE RUN SOUTH 04 DEGREES 44 MINUTES 02 SECONDS EAST, FOR 106.72 FEET; THENCE RUN SOUTH 42 DEGREES 41 MINUTES 52 SECONDS WEST, FOR 86.08 FEET; THENCE RUN NORTH 27 DEGREES 57 MINUTES 55 SECONDS WEST, FOR 27.80 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 10 DEGREES 01 MINUTES 10 SECONDS WEST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1250.00 FEET AND A CENTRAL ANGLE OF 55 DEGREES 28 MINUTES 00 SECONDS, FOR AN ARC DISTANCE OF 1210.09 FEET, TO A POINT ON SAID CURVE; THENCE RUN NORTH 38 DEGREES 54 MINUTES 34 SECONDS WEST, FOR 798.08 FEET, TO A POINT ON A CURVE, SAID POINT BEARS SOUTH 01 DEGREES 11 MINUTES 19 SECONDS EAST, FROM THE RADIUS POINT OF THE NEXT DESCRIBED CURVE (LAST MENTIONED SIX COURSES BEING COINCIDENT WITH THE BOUNDARIES OF "GREENS AT THE CALIFORNIA CLUB", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 127, AT PAGE 20 AND "VILLAS ON THE GREEN", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 111, AT PAGE 97, BOTH OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA); THENCE SOUTHWESTERLY, ALONG A CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 2914.79 FEET AND A CENTRAL ANGLE OF 03 DEGREES 08 MINUTES 19 SECONDS, FOR AN ARC DISTANCE OF 159.67 FEET, TO A POINT OF TANGENCY; THENCE RUN NORTH 88 DEGREES 03 MINUTES 00 SECONDS WEST, FOR 855.18 FEET, TO A POINT OF INTERSECTION WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 6, SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD No. 892, AS SHOWN ON STATE OF FLORIDA, STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, AS RECORDED IN PLAT BOOK 88, AT PAGE 1, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA; THENCE RUN SOUTH 02 DEGREES 47 MINUTES 45 SECONDS WEST, ALONG SAID WEST LINE OF THE NORTHWEST 1/4 OF SECTION 6, FOR 15.00 FEET, TO THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 52 SOUTH, RANGE 41 EAST;

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*Schubelbe-Shiskin & Associates*  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY - MIAMI, FL 33025  
 PHONE No. (954) 435-7010  
 ORDER NO. 194702  
 DATE: 03-03-2008

ALFONSO C. TELLES  
 STATE OF FLORIDA  
 PROFESSIONAL ENGINEER  
 No. 32068  
 PREPARED UNDER MY SUPERVISION

REVISIONS
July 9, 2012

**AVENTURA ISLES CDD**

THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87

# LEGAL DESCRIPTION TO ACCOMPANY SKETCH

THENCE RUN SOUTH 03 DEGREES 34 MINUTES 41 SECONDS WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1, FOR 256.26 FEET, TO A POINT OF INTERSECTION WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 4903.58 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, FOR 25.37 FEET; THENCE RUN SOUTH 48 DEGREES 06 MINUTES 28 SECONDS EAST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF SNAKE CREEK CANAL, FOR 152.23 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SEABOARD AIR LINE RAILROAD, FOR 1265.77 FEET; THENCE RUN NORTH 38 DEGREES 17 MINUTES 50 SECONDS WEST FOR 150.00 FEET; THENCE RUN NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 287.32 FEET; THENCE "NORTH" FOR 49.69 FEET; THENCE NORTH 51 DEGREES 42 MINUTES 10 SECONDS EAST FOR 151.63 FEET; THENCE "EAST" FOR 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6; THENCE "NORTH" ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 6 FOR 609.03 FEET; THENCE "WEST" FOR 100.00 FEET; THENCE "NORTH" FOR 100.00 FEET TO A POINT ON THE SOUTH LINE OF THE AFOREMENTIONED TRACT "A", "CHANTILLY", AND THE POINT OF BEGINNING.

LESS:

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

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

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

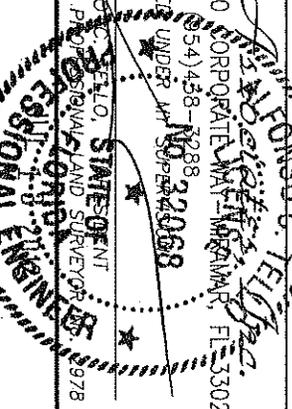
**NOTES:**

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

*Schubelbe & Skisbin*  
**ALFONSO C. TELLO**  
 LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE BLVD., MIAMI, FL 33025  
 PHONE No. (954) 435-7010 FAX No. (54) 438-8288  
 PREPARED UNDER MY SUPERVISION

ORDER NO. 194702  
 DATE: 03-03-2008

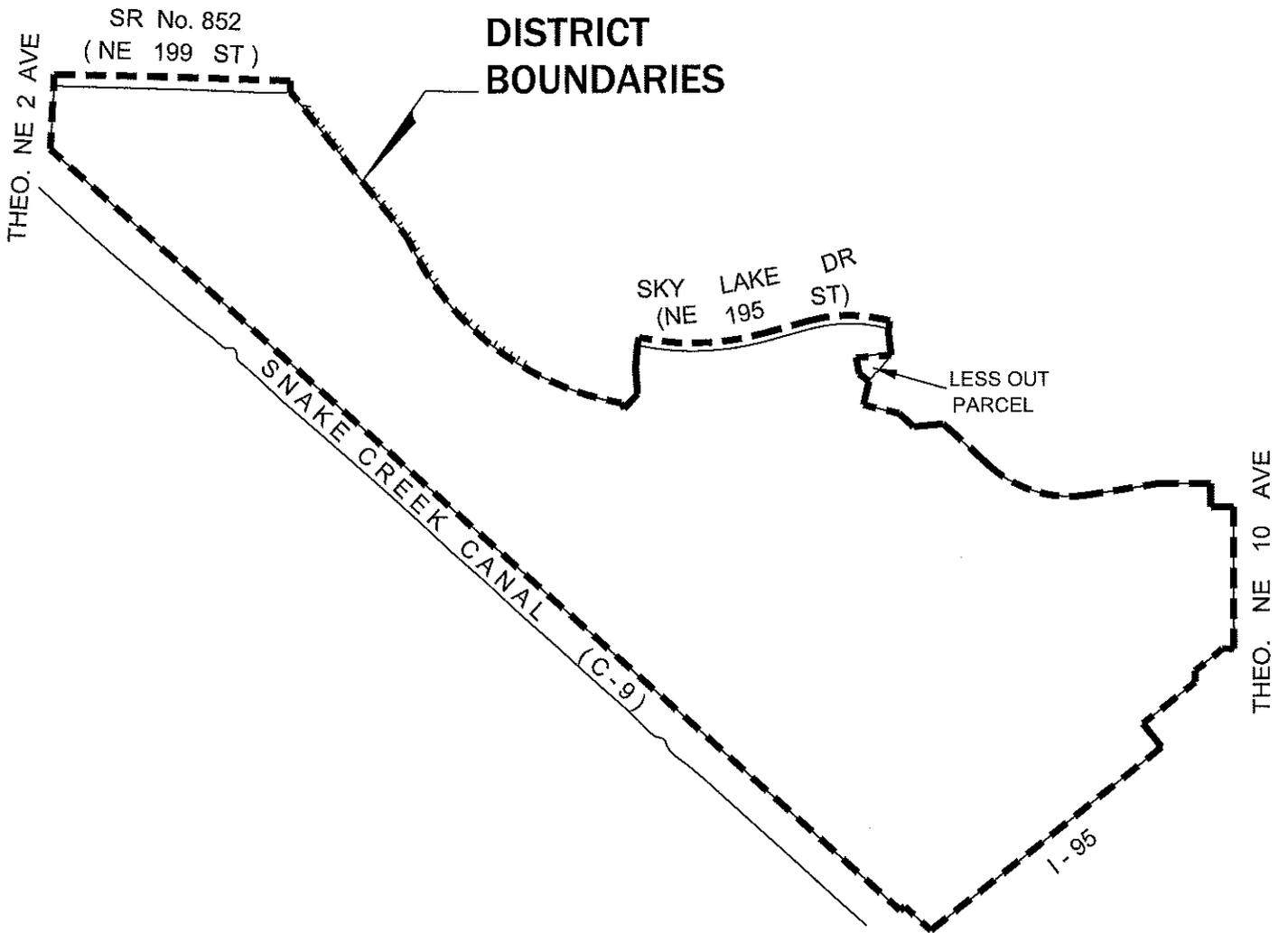
THIS IS NOT A "BOUNDARY SURVEY"  
 CERTIFICATE OF AUTHORIZATION No. LB-87



REVISIONS
July 9, 2012

**AVENTURA ISLES CDD**

EXHIBIT "3" TO THE ORDINANCE



**AVENTURA ISLES**  
COMMUNITY DEVELOPMENT DISTRICT  
(Location Map)



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