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

MEMORANDUM

Agenda Item No. 5(A)

(Public Hearing 7-14-15)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: June 30, 2015

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

SUBJECT: Ordinance granting petition of Hialeah Communities, LLC for establishment of a community development district; creating and establishing Bonterra Community Development District; providing for name, powers and duties; providing description and boundaries; providing initial members of Board of supervisors; accepting proffered declaration of restrictive covenants

Ordinance No. 15-61

The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Jose "Pepe" Diaz.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

Memorandum

MIAMI-DADE COUNTY

Date: July 14, 2015

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ordinance Creating the Bonterra Community Development District

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Recommendation

It is recommended that the Board of County Commissioners (BCC) adopt the attached Ordinance creating the Bonterra Community Development District (CDD) within the municipal limits of City of Hialeah, Florida, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Hialeah has approved the creation of the Bonterra CDD by Resolution No. R-2015-15.

Scope

The Bonterra CDD is located within Commissioner Jose "Pepe" Diaz's District 12 and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

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

Track Record/Monitor

This development has private roads that are to be maintained by Homeowner Associations (HOA) or the Bonterra CDD. With the City of Hialeah's approval, a special taxing district will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Hialeah requests the County to implement the CDD.

Background

Hialeah Communities, LLC (Petitioner), the owner of the Bonterra Development, has filed an application to create the Bonterra CDD in connection with said development. Bonterra Development is a proposed 109.64 acre residential development within the municipal limits of the City of Hialeah in an area bounded by State Road No. 93 (I-75) on the east, NW 146 Street (West 92 Street) on the south, NW 97 Avenue (West 36 Avenue) on the west, and NW 154 Street (West 100 Street) on the north. The Bonterra CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Bonterra Development. The development plan for the lands within the proposed Bonterra CDD includes construction of approximately 858 residential units consisting of single-family homes, villas, and townhomes with associated roadway improvements (offsite), stormwater management system, water distribution and wastewater collection systems and wetlands mitigation, which are estimated to cost approximately $12.827 million. A detailed summary of CDD elements, as well as the cost and

anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioners. In accordance with Florida Statute 190, the Petitioner has paid a filing fee of $15,000.00 to the County.

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

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

Alina Hudak
Deputy Mayor

MEMORANDUM
(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: July 14, 2015

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

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

✓	**"3-Day Rule" for committees applicable if raised**
✓	**6 weeks required between first reading and public hearing**
✓	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**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(A)
7-14-15

ORDINANCE NO. 15-61

ORDINANCE GRANTING PETITION OF HIALEAH COMMUNITIES, LLC FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING BONTERRA COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the 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, Hialeah Communities, LLC, a Florida limited liability company ("Petitioner"), has petitioned for the establishment of the Bonterra Community Development District ("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 the community development services and facilities to the area that will be served by the District; and

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

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

WHEREAS, the owners of the properties that are to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units with notice of liens and assessments applicable to

such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the 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, because the proposed District is located wholly within the municipal boundaries of the City of Hialeah, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Hialeah has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and

WHEREAS, the Board of County Commissioners desires to establish the District; and

WHEREAS, County Mayor or the County Mayor's designee has reviewed the Petition and finds that it meets the requirements set forth in Chapter 190, Florida Statutes and Sections 190.011 and 190.012, Florida Statutes; and

WHEREAS, based on the written consent of the City of Hialeah, 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,

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

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

Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on December 18, 2014, 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 Exhibit A.

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 B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

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

Maria Carolina Herrera

Teresa Baluja

Harold Eisenacher

Bruce Parker

Manuel J. Echezarreta.

Section 5. The name of the District shall be the "Bonterra Community Development District."

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED: July 14, 2015

Approved by County Attorney as to form and legal sufficiency: APW

Prepared by: JRA

Juliette R. Antoine

Prime Sponsor: Commissioner Jose "Pepe" Diaz

"EXHIBIT A to the Ordinance"

PETITION TO ESTABLISH BONTERRA
COMMUNITY DEVELOPMENT DISTRICT

Dated: December 18, 2014

PETITION TO ESTABLISH
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

Date: December, 2014

PETITION TO ESTABLISH BONTERRA COMMUNITY DEVELOPMENT DISTRICT

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

1. **Petitioner and Authorized Agent:** Petitioner is a Florida limited liability company with principal offices at 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301. Copies of all correspondence and official notices should also be sent to the authorized agent for the Petitioner:

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

2. **District Location and Description:** The land area to be included in the District comprises approximately 109.64 gross acres more or less. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in the City of Hialeah, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on

the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the District. In addition, any potential establishment costs to the City of Hialeah or Miami-Dade County, the establishing entity, will be nominal.

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

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

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

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

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

The Petitioner intends that the District will finance (i) stormwater management system, (ii) water distribution system, (iii) wastewater collection system, (iv) roadway improvements (off-site), and (v) wetlands mitigation. The stormwater management system will be owned and maintained by the District. The water distribution system and the

wastewater collection system will be owned and maintained by the City of Hialeah. The off-site roadway improvements will be owned and maintained by the City of Hialeah, and/or Miami-Dade County, and/or the District. The wetlands mitigation will be in the form of a payment to a Miami-Dade County approved off-site mitigation bank ("Hole in Donut").

9. **Zoning Designation; Future Land Use:** The land within the District is zoned Residential Development District, namely, RH-1 (one family district), R-4 (Townhouse), RH-3-M (multiple family district) and R-3-MM (multiple family district). The zoning approval for project within the District is attached hereto as **Exhibit 8**. The future general distribution, location and extent of the public and private land uses proposed within the District are shown on **Exhibit 9**. These proposed land uses are consistent with the state comprehensive plan and the City of Hialeah Comprehensive Plan, which designates the land within the District as low medium density residential.

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

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

12. **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 Board of County Commissioners of Miami-Dade County.

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

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

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

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

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

14. **Resolution of Support from the City of Hialeah:** A Resolution of the City of Hialeah City Council supporting the establishment of the District is attached as **Exhibit 11.**

15. **Declaration of Restrictive Covenants.** The Owners agree to the Declaration of Restrictive Covenants attached hereto as **Exhibit 12.**

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 18 day of December, 2014.

Hialeah Communities, LLC, a Florida limited liability company

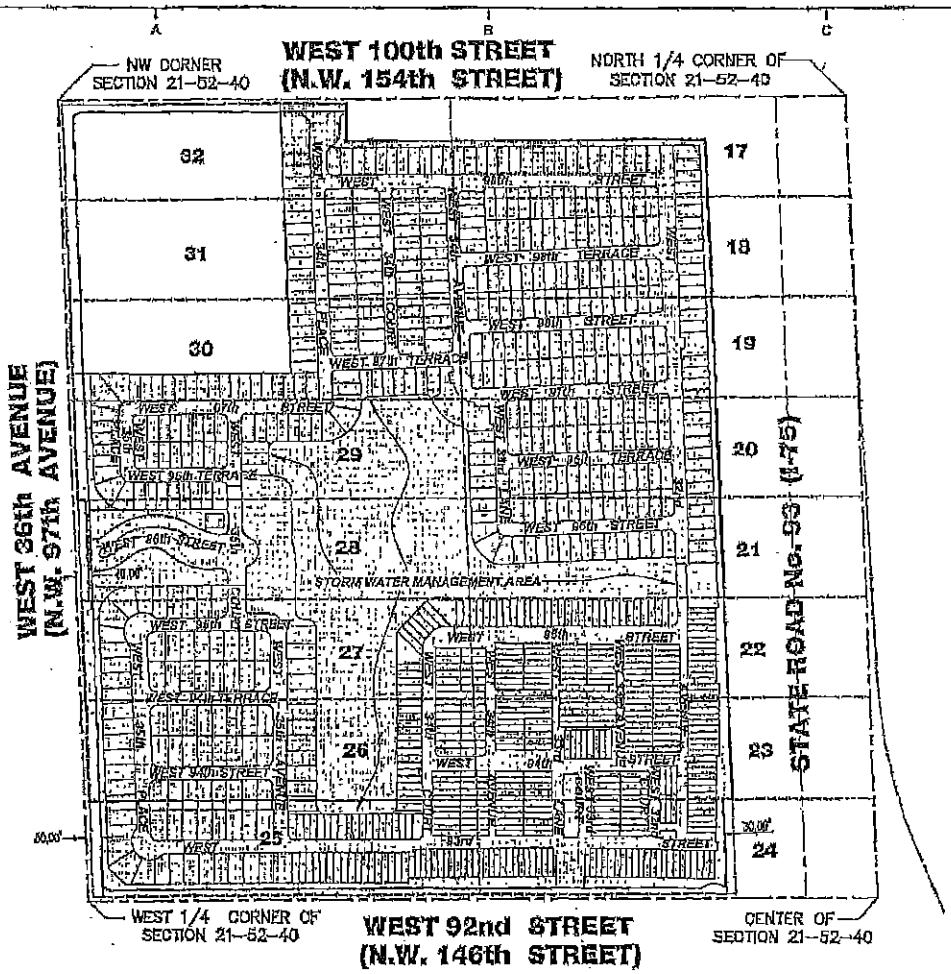
By: K. Lawrence Gragg

Print Name: K. LAWRENCE GRAGG

Title: VP

EXHIBIT 1

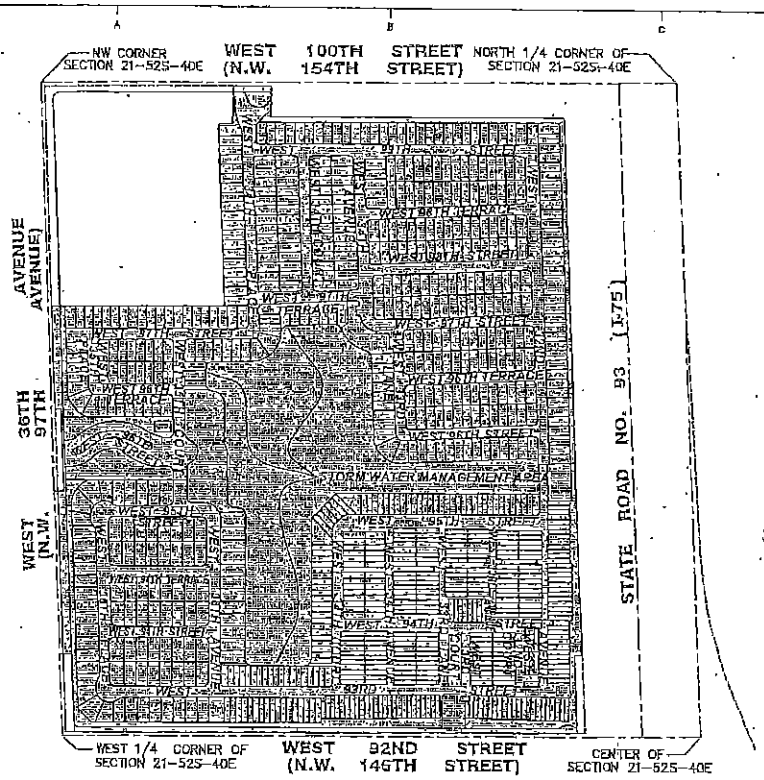
LOCATION SKETCH



LOCATION MAP
(NOT TO SCALE)
N.W. 1/4 OF SECTION 21-52-40, MIAMI-DADE, FLORIDA.

EXHIBIT 2

METES AND BOUNDS DESCRIPTION



LOCATION MAP
(NOT TO SCALE)
N.W. 1/4 OF SECTION 21-52-40, MIAMI-DADE, FLORIDA.

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North arrow direction and Bearings shown hereon are based on assumed value of N02°37'55"W, along the West Line of N.W. 1/4 of Section 21, Township 52 South, Range 40 East, as shown on the Section Sheet thereof of the Public Records of Miami-Dade County, Florida.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

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

Date: OCTOBER 15, 2014.
Revision: 2-24-2015 (UPDATE TO SHOW PLAT GEOMETRY)

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

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET: 1 OF 3 SHEETS	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 07A082-1010		

LEGAL DESCRIPTION

Tracts 17, 18, 19, 20, 21, 22, 23, 24, less all Right-of-Way of Record and less Right-of-Way for State Road 93 (I-75), and Tracts 25, 26, 27, 28, 29, 30, 31 and 32, less all Right-of-Way of Record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami -Dade County, Florida, lying in Section 21, Township 52 South, Range 40 East, being more particularly described as follows:

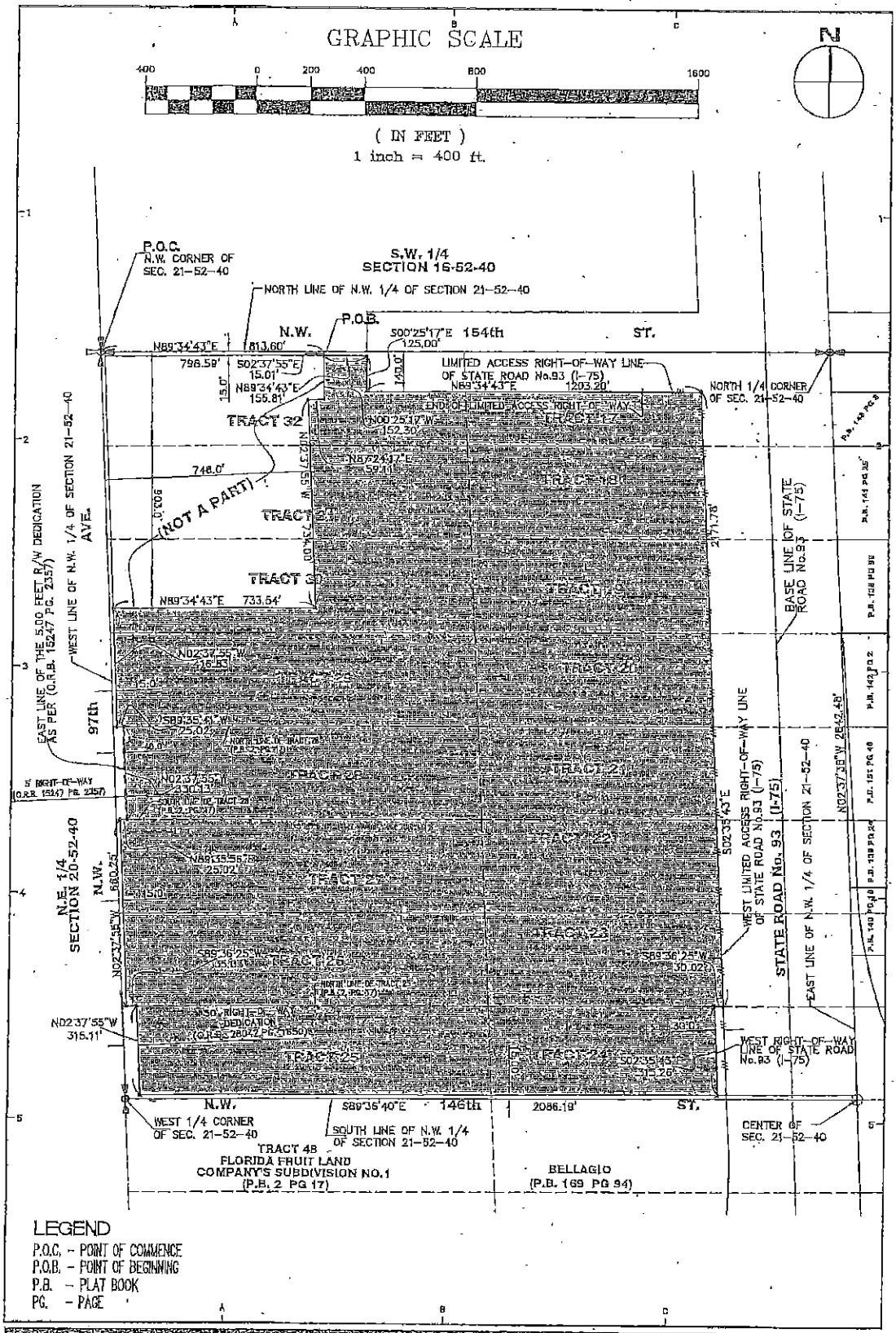
Commence at the Northwest corner of said Section 21, thence N89°34'43"E, along the North line of said Section 21, for a distance of 813.60 feet; thence S02°37'55"E for a distance of 15.01 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N89°34'43"E along a line 15.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 21, for a distance of 155.81 feet, the next five (5) courses and distances being along the Right-of-Way line of State Road No. 93 (I-75) as shown on the F.D.O.T. Right-of-Way map Section 87075-2401, Sheet 1 thru 9; 1) thence S00°25'17"E for a distance of 125.00 feet ; 2) thence N89°34'43"E for a distance of 1203.20 feet; 3) thence S02°35'43"E for a distance of 2171.78 feet; 4) thence S89°36'25"W for a distance of 30.02 feet; 5) thence S02°35'43"E for a distance of 315.26 feet to its intersection with a line 15.00 feet North of and parallel with the South line of the Northwest 1/4 of said Section 21; thence S89°36'40"W along the last described line, for a distance of 2086.19 feet to its intersection with a line 50.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 50.00 feet Right-of-Way dedication as recorded in Official Records Book 28042, page 1650 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 315.11 feet to its intersection with the North line of said Tract 25; thence S89°36'25"W, along said North line for a distance of 35.03 feet to its intersection with a line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W along the last described line for a distance of 660.25 feet to its intersection with the South line of said Tract 28; thence N89°35'56"E, along said South line of Tract 28 for a distance of 25.02 feet to its intersection with a line 40.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 5.00 feet Right-of-Way dedication as recorded in Official Records Book 15247, page 2357 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 330.13 feet to its intersection with the North line of said Tract 28; thence S89°35'41W, along the North line of said Tract 28 for a distance of 25.02 feet to its intersection with the said line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W, along the last described line for a distance of 416.83 feet to a line 903.00 feet South of and parallel with the North line of Northwest 1/4 of said Section 21 ; thence N89°34'43"E, along said parallel line for a distance of 733.54 feet to a line 748.00 feet East of and parallel with the West line of Northwest 1/4 of said Section 21; thence N02°37'55"W, along said parallel line for a distance of 734.00 feet; thence N87°24'17"E for a distance of 59.11 feet; thence N00°25'17"E for a distance of 152.30 feet to the POINT OF BEGINNING.

Containing 4,776,253.47 S.F. or 109.64 Acres more or less.

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET: 2	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 07A082-1010	OF 3 SHEETS	



REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	SKETCH TO ACCOMPANY EASEMENT LEGAL DESCRIPTION		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET: 3 OF 3 SHEETS	
DWG. CHECKED BY:	SCALE: 1" = 400'		
CHECKED BY:	PROJECT No: 07A082-1010		

EXHIBIT 3

AFFIDAVITS OF OWNERSHIP AND CONSENT
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT OF OWNERSHIP AND CONSENT
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 1st day of December, 2014, personally appeared before me, K. Lawrence Gragg, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice-President of Hialeah Communities, LLC (the "Company").

2. The Company is the owner of the following described property, to wit:

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

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

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

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

FURTHER AFFIANT SAYETH NOT.

K. Lawrence Gragg
as VP of HIALEAH COMMUNITIES, LLC

Subscribed and sworn to before me this 1st day of December, 2014, by K. Lawrence Gragg, who personally appeared before me, and is personally known.

Notary: Marilyn Garbett
Print Name: MARILYN GARBETT
Notary Public, State of Florida

Notary Public State of Florida
Marilyn Garbett
My Commission FF 023561
Expires 08/07/2017

{00010000.DOC v.2}

Exhibit "A" to Affidavit

Legal description of Property

A portion of Tracts 17, 18, 19, 20, 21, 28, 29, 30, 31 and 32 "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION N°. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; Lying in Section 21, Township 52 South, Range 40 East. More particularly described as follows:

Commence at the Northwest corner of said Section 21, thence run S02°37'55"E, along the West line of said Section 21, for a distance of 1353.94 feet; thence run N87°22'05"E for a distance of 50.00 feet to a point on a line 50.00 feet East and parallel with said West line of Section 21, this point also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N89°34'43"E for a distance of 465.67 feet; thence N00°25'17"W for a distance of 75.00 feet; thence N89°34'43"E for a distance of 48.00 feet; thence N00°25'17"W for a distance of 35.00 feet; thence N89°34'43"E for a distance of 102.67 feet to a point on the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N34°52'08"E; thence Northwesterly along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 54°42'35" for an arc distance of 28.65 feet to a point of tangency; thence N00°25'17"W for a distance of 59.51 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90°00'00" for an arc distance of 47.12 feet to a point of tangency; thence N89°34'43"E for a distance of 155.68 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly, along the arc of said curve, having for its elements a radius of 123.00 feet, through a central angle of 87°38'24" for an arc distance of 188.14 feet to a point of reverse curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 85°27'57" for an arc distance of 44.75 feet to a point of tangency; thence N87°24'17"E for a distance of 183.90 feet to a point of curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 69°45'50" for an arc distance of 36.53 feet to a point of reverse curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 155.00 feet, through a central angle of 51°58'53" for an arc distance of 140.62 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 72°13'03" for an arc distance of 37.81 feet to a point of tangency; thence S02°35'43"E for a distance of 329.57 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 80.00 feet, through a central angle of 44°34'31" for an arc distance of 62.24 feet to a point of tangency; thence S47°10'14"E for a distance of 28.45 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 80.00 feet, through a central angle of 45°25'29" for an arc distance of 63.42 feet to a point of tangency; thence N87°24'17"E for a distance of 576.03 feet; thence S02°35'43"E for a distance of 23.82 feet; thence N87°24'17"E for a distance of 154.00 feet to its intersection with the Westerly Right-of-Way line of State Road No. 93 (I-75) as shown on the F.D.O.T. Right-of-Way map Section 87075-2401, Sheet 1 thru 9; thence N02°35'43"W along said Westerly line for a distance of 1392.69 feet to a point on a line 140.00 feet South and parallel with the North line of the Northwest 1/4 of said Section 21; thence S89°34'43"W along the last described line for a distance of 1203.20 feet; thence N00°25'17"W for a distance of 87.81 feet to a point of cusp of a ciurcula curve to the right, concave to the North; thence Southwesterly, Westerly and Northwesterly, along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 170°09'57" for an arc distance of 148.50 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 80°09'57" for an arc distance of 34.98 feet to a point on a line 40.00 feet South and parallel with the North line of the Northwest 1/4 of said Section 21; thence S89°34'43"W along the last described line for a distance of 44.92 feet to a point of cusp of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 23.00 feet, through a central angle of 34°25'03" for an arc distance of 13.82 feet to a point of non-tangency; thence S00°25'17"E for a distance of 123.28 feet; thence S87°24'17"W for a distance of 59.12 feet to its intersection with a line 748.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence S02°37'55"E, along said parallel line for a distance of 734.00 feet; thence S89°34'43"W, along a line 903.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 21, for a distance of 698.52 feet to its intersection with a line 50.00 feet East and parallel with the West line the Northwest 1/4 of said Section 21; thence S02°37'55"E, along the last described line for a distance of 448.33 feet to the POINT OF BEGINNING.

Containing 1,971,441 Square Feet or 45.36 Acres more or less.

AFFIDAVIT OF OWNERSHIP AND CONSENT
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 2ND day of December, 2014, personally appeared before me, Bruce T. Parker, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

6. Affiant is the Vice-President of Bonterra Single Family Real Estate, LLC (the "Company").

7. The Company is the owner of the following described property, to wit:

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

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

9. The Property constitutes a portion of the real property to be included in the Proposed CDD.

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

FURTHER AFFIANT SAYETH NOT.

as Vice President of Bonterra Single Family Real Estate, LLC

Subscribed and sworn to before me this 2nd day of Dec, 2014, by Bruce Parker, who personally appeared before me, and is personally known.

Notary: Lisa C. Cathell
Print Name: Lisa C. Cathell
Notary Public, State of Florida

LISA C. CATHELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE836783
EXPIRES 9/19/2016
BONDED THRU 1-888-NOTARY1

{00010000.DOC v.2}

Exhibit "A" to Affidavit

Legal description of Property

A portion of Tracts 21, 22, 23, 24, 25 , 26, 27, and 28, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION N'. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; Lying in Section 21, Township 52 South, Range 40 East. More particularly described as follows:

Commence at the Northwest corner of said Section 21, thence run S02'37'55"E, along the West line of said Section 21, for a distance of 1606.56 feet; thence run N87'22'05"E for a distance of 50.00 feet to a point on a line 50.00 feet East of and parallel with said West' line of Section 21, this point also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence S02'37'55"E, along said parallel line for a distance of 977.33 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 87'46'26" for an arc distance of 38.29 feet to a point of tangency, said point also being on a line 35.00 feet North and parallel with the South line of the N.W 1/4 of said Section 21; thence N89'36'40"E, along said parallel line for a distance of 1978.51 feet to the point of curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 36'52'06" for an arc distance of 16.09 feet to a point of reverse curvature of a circular curve to the right, concave to the South; thence, Northeasterly, Easterly and Southeasterly, along the arc of said curve, having for its elements a radius of 50.00 feet, through a central angle of 73'44'13" for an arc distance of 64.35 feet to a point of reverse curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 22'04'04" for an arc distance of 9.63 feet, the next three (3) courses and distances being along the Westerly Right-of-Way line of State Road No. 93 (I-75) as shown on the F.D.O.T. Right-of-Way map Section 87075-2401, Sheet 1 thru 9; 1) thence N02'35'43"W for a distance of 294.41 feet; 2) thence N89'36'25"E for a distance of 30.02 feet; 3) thence N02'35'43"W for a distance of 779.10 feet; thence S87'24'17"W for a distance of 154.00 feet; thence S02'35'43"E for a distance of 100.30 feet to a point of curvature of a circular curve to the right, concave to the West; thence Southwesterly, along the arc of said curve, having for its elements a radius of 978.00 feet, through a central angle of 01'04'41" for an arc distance of 18.40 feet to a point of non-tangency; thence S89'36'40"W for a distance of 834.55 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly, along the arc of said curve, having for its elements a radius of 5.00 feet, through a central angle of 45'00'00" for an arc distance of 3.93 feet to a point of tangency; thence S44'36'40"W for a distance of 138.97 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly, along the arc of said curve, having for its elements a radius of 5.00 feet, through a central angle of 45'00'00" for an arc distance of 3.93 feet to a point of tangency; thence S00'23'20"E for a distance of 566.24 feet to a point of curvature of a circular curve to the right, concave to the Northwest; thence Southwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90'00'00" for an arc distance of 47.12 feet to a point of tangency; thence S89'36'40"W for a distance of 208.69 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90'00'00" for an arc distance of 47.12 feet to a point of tangency; thence N00'23'20"W for a distance of 579.50 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 20'29'14" for an arc distance of 10.73 feet to a point of non-tangency; thence S89'36'40"W for a distance of 104.49 feet to a point on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S64'45'29"W; thence Northwesterly along the arc of said curve, having for its elements a radius of 69.00 feet, through a central angles of 65'08'50" for an arc distance of 78.46 feet to a point of tangency; thence S89'36'40"W for a distance of 58.20 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 15.00 feet, through a central angle of 90'00'00" for an arc distance of 23.56 feet to a point of tangency; thence N00'23'20"W for a distance of 76.10 feet; thence S89'36'40"W for a distance of 515.86 feet to the POINT OF BEGINNING.

Containing 1,836,983.80 Square Feet or 42.17 Acres more or less.

AFFIDAVIT OF OWNERSHIP AND CONSENT
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

On this 2ND day of DECEMBER, 2014, personally appeared before me, BRUCE T. PARKER an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

11. Affiant is the Vice-President of Bonterra Single Family, TIC, LLC (the "Company").

12. The Company is the owner of the following described property, to wit:

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

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

14. The Property constitutes a portion of the real property to be included in the Proposed CDD.

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

FURTHER AFFIANT SAYETH NOT.

as VICE PRESIDENT of BONTERRA SINGLE FAMILY TIC, LLC

Subscribed and sworn to before me this 2nd day of Dec, 2014, by Bruce T Parker, who personally appeared before me, and is personally known.

Notary: Lisa C. Cathell
Print Name: Lisa C. Cathell
Notary Public, State of Florida

LISA C. CATHELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE836783
EXPIRES 9/19/2016
BONDED THRU 1-888-NOTARY1

{00010000.DOC v.2}

Exhibit "A" to Affidavit

Legal description of Property

A portion of Tracts 20, 21, 22, 25, 26, 27, 28, 29 and 30, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION N°. 1", according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida; Lying in Section 21, Township 52 South, Range 40 East. More particularly described as follows:

Commence at the Northwest corner of said Section 21, thence run S02°37'55"E, along the West line of said Section 21, for a distance of 1353.94 feet; thence run N87°22'05"E for a distance of 50.00 feet to a point on a line 50.00 feet East and parallel with said West line of Section 21, this point also being the POINT OF BEGINNING of the hereinafter described parcel of land; thence N89°34'43"E for a distance of 465.67 feet; thence N00°25'17"W for a distance of 75.00 feet; thence N89°34'43"E for a distance of 48.00 feet; thence N00°25'17"W for a distance of 35.00 feet; thence N89°34'43"E for a distance of 102.67 feet to a point on the arc of a circular curve to the right, concave to the Northeast, a radial line from said point bears N34°52'08"E; thence Northwesterly along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 54°42'35" for an arc distance of 28.65 feet to a point of tangency; thence N00°25'17"W for a distance of 59.51 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90°00'00" for an arc distance of 47.12 feet to a point of tangency; thence N89°34'43"E for a distance of 155.68 feet to a point of curvature of a circular curve to the left, concave to the Northwest; thence Northeasterly, along the arc of said curve, having for its elements a radius of 123.00 feet, through a central angle of 87°38'24" for an arc distance of 188.14 feet to a point of reverse curvature of a circular curve to the right, concave to the Southeast; thence Northeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 85°27'57" for an arc distance of 44.75 feet to a point of tangency; thence N87°24'17"E for a distance of 183.90 feet to a point of curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 69°45'50" for an arc distance of 36.53 feet to a point of reverse curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 155.00 feet, through a central angle of 51°58'53" for an arc distance of 140.62 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; thence Southeasterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 72°13'03" for an arc distance of 37.81 feet to a point of tangency; thence S02°35'43"E for a distance of 329.57 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 80.00 feet, through a central angle of 44°34'31" for an arc distance of 62.24 feet to a point of tangency; thence S47°10'14"E for a distance of 28.45 feet to a point of curvature of a circular curve to the left, concave to the Northeast; thence Southeasterly, along the arc of said curve, having for its elements a radius of 80.00 feet, through a central angle of 45°25'29" for an arc distance of 63.42 feet to a point of tangency; thence N87°24'17"E for a distance of 576.03 feet; thence S02°35'43"E for a distance of 124.12 feet to a point of curvature of a circular curve to the right, concave to the West; thence Southwesterly, along the arc of said curve, having for its elements a radius of 978.00 feet, through a central angle of 01°04'41" for an arc distance of 18.40 feet to a point of non-tangency; thence S89°36'40"W for a distance of 834.55 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly, along the arc of said curve, having for its elements a radius of 5.00 feet, through a central angle of 45°00'00" for an arc distance of 3.93 feet to a point of tangency; thence S44°36'40"W for a distance of 138.97 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Southwesterly, along the arc of said curve, having for its elements a radius of 5.00 feet, through a central angle of 45°00'00" for an arc distance of 3.93 feet to a point of tangency; thence S00°23'20"E for a distance of 566.24 feet to a point of curvature of a circular curve to the right, concave to the Northwest; thence Southwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90°00'00" for an arc distance of 47.12 feet to a point of tangency; thence S89°36'40"W for a distance of 208.69 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 90°00'00" for an arc distance of 47.12 feet

to a point of tangency; thence N00°23'20"W for a distance of 579.50 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly, along the arc of said curve, having for its elements a radius of 30.00 feet, through a central angle of 20°29'14" for an arc distance of 10.73 feet to a point of non-tangency; thence S89°36'40"W for a distance of 104.49 feet to a point on the arc of a circular curve to the left, concave to the Southwest, a radial line from said point bears S64°45'29"W; thence Northwesterly along the arc of said curve, having for its elements a radius of 69.00 feet, through a central angle of 65°08'50" for an arc distance of 78.46 feet to a point of tangency; thence S89°36'40"W for a distance of 58.20 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly, along the arc of said curve, having for its elements a radius of 15.00 feet, through a central angle of 90°00'00" for an arc distance of 23.56 feet to a point of tangency; thence N00°23'20"W for a distance of 76.10 feet; thence S89°36'40"W for a distance of 515.86 feet to its intersection with said line 50.00 feet East and parallel with the West line of said Section 21; thence N02°37'55"W for a distance of 252.62 feet to the POINT OF BEGINNING.

Containing 875,089.46 Square Feet or 20.09 Acres more or less.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Name: Maria Carolina Herrera
Address: 730 NW 107 Avenue, 3rd Floor, Miami, FL 33172

Name: Teresa Baluja
Address: 730 NW 107 Avenue, 3rd Floor, Miami, FL 33172

Name: Harold Eisenacher
Address: 135 San Lorenzo Avenue, Suite 740, Coral Gables, FL 33146

Name: Bruce Parker
Address: 400 East Las Olas Blvd., Suite 800, Fort Lauderdale, FL 33301

Name: Manuel J. Echezarreta
Address: 1950 NW 94th Avenue, 2nd Floor, Doral, Florida. 33172

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

Maria Carolina Herrera
Vice President Property management
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

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

Current Employment:

Lennar Homes
Vice President of Property Management SE Division — 2004-Present
Real Estate industry, Property Management, Contracts

Education:

University of Miami- School of Business — 2008-2009
MBA

Universidad del Rosario-Law School — 1997-2002
Attorney,
Bogota, Colombia

Additional Information:
Builder Association of South Florida- Board Member

Teresa Baluja
HOA Manager for SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2080

Current Employment:

Lennar Homes

Director of Property Management Real Estate Industry, Property Management, Contracts	2013 – Present
HOA Manager for SE Region Real Estate Industry, Property Management, Contracts	2007-2013

Education:

FIU- Bachelors in Elementary Education	2006
CAM License	2010

Bruce Parker
Managing Director, Development

Mr. Bruce J. Parker is Managing Director of Development for BBX Capital Real Estate , a wholly owned subsidiary of BBX Capital Corporation (NYSE: BBX). He previously served for four years as Senior Vice President and Manager of Special Assets for BankAtlantic. During two separate tenures over more than 16 years, Mr. Parker served as Vice President of Land Development for Levitt and Sons, LLC. He has significant experience in other real estate sectors, including Vice President of Project Management for Petracca & Sons, Inc., and Project Manager for HRH Construction, both in New York.

Throughout his career spanning more than three decades, Mr. Parker has successfully managed real estate portfolios as well as high-profile construction and development projects from concept to completion. In his role with BankAtlantic, Mr. Parker was responsible for managing distressed commercial real estate loan portfolios totaling more than $400 million. He maximized value by implementing strategies such as entitlement preservation, drastic carry cost reduction, and the repositioning and selling of assets.

Mr. Parker directed the design, development and construction of 6,800 single-family detached and townhouse lots and master-planned communities throughout Florida, Georgia and South Carolina. He was the project executive for a prominent high-rise apartment construction in Manhattan, overseeing the conversion of the Mayfair Hotel into 200 condominium units -- from initial concept through design, permitting, demo and reconstruction. Mr. Parker has also designed and built medical, municipal and industrial facilities, and managed heavy highway and bridge work. He is a certified private pilot.

Deleted: Draft v1

Harold Eisenacher
President
CC Homes
135 San Lorenzo Avenue, Suite 740
Coral Gables, Florida, 33146

SUMMARY:
Harold Eisenacher is a Certified Public Accountant who has over twenty years' experience in the home building industry.

Current Employment:

CC Homes
President 2009-Present

Experience:

Mr. Eisenacher has served as the Chief Financial Officer of AmeriFirst Development Corporation and Chief Financial Officer and President of Westbrooke Homes.

Mr. Eisenacher has been involved in all aspects of financing residential home developments and in numerous real estate joint ventures. He is a past President of the Builders' Association of South Florida.

MANUEL J. ECHEZARRETA, P.E.

FORD ENGINEERS, INC.
1950 N.W. 94th Avenue, Second Floor
Doral, Florida 33172
Phone: (305) 477-6472 • FAX: (305) 470-2805

SUMMARY:

Manuel J. Echezarreta has a broad background in all aspects of site/civil and environmental engineering, in both the private and public sectors. He has an excellent relationship with the various regulatory agencies and is capable of dealing with all facets of projects, from early planning to completion.

EDUCATION:

University of Miami - B.S. Civil Engineering, 1976

REGISTRATIONS:

Professional Engineer #24595, State of Florida, April, 1981
Certified General Contractor #CG015597 (Inactive)

PROFESSIONAL ORGANIZATIONS:

Florida Engineering Society (FES)
National Society of Professional Engineers (NSPE)

PRESENT EXPERIENCE:

Mr. Echezarreta has been President of FORD ENGINEERS, INC. since the company's inception 20 years ago. Mr. Echezarreta is responsible for all site/civil and environmental projects undertaken by the firm. He has over 39 years of experience in site/civil and environmental engineering in the South Florida area. His responsibilities include the design and construction administration of all site/civil and environmental projects including permitting, contract documents, site observations and feasibility studies.

PREVIOUS BACKGROUND:

From 1988 to 1994, Mr. Echezarreta was Vice-President of EAS Engineering, a local Engineering firm. His responsibilities were in the areas of site/civil and sanitary projects, as well as the firm's design and construction administration of all projects. Duties included permitting, contract documents, site observations and feasibility studies.

From 1987 to 1989, Mr. Echezarreta was Director of Design Services for a local Miami Engineering firm. These activities included the overseeing of all designs, including site/civil, structural, marina and sanitary. Responsibilities included supervision of engineering, drafting and inspection personnel.

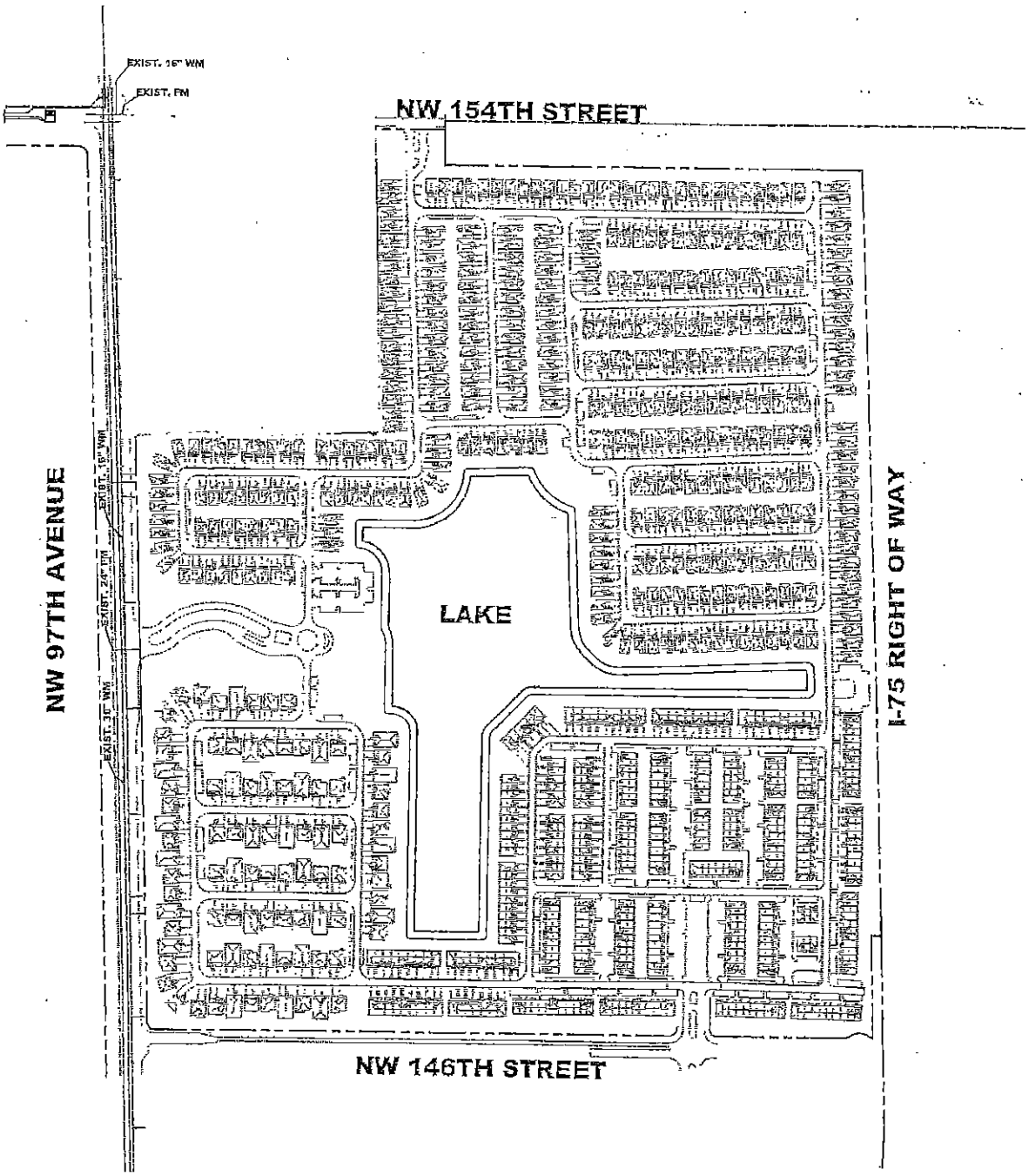
From 1985 to 1987, Mr. Echezarreta was Chief Engineer and Project Manager of the Florida office of Sasaki Associates; a Boston based national firm, which provides professional services in Engineering, Architecture, Landscape Architecture and Planning. In this capacity, Mr. Echezarreta coordinated projects in Florida, as well as the New England area.

Prior experience includes over 20 years as Project Manager/Project Engineer designing drainage systems, roadways, coastal structures, as well as, water and sewer line extensions. Mr. Echezarreta was also employed by the Miami-Dade County Department of Environmental Resource Management (DERM), during which time he was involved in industrial and solid waste management.

Mr. Echezarreta's experience has included work in projects throughout the States of Florida, Massachusetts, South Carolina, Georgia and the Caribbean.

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



EXISTING WATER MAINS AND SEWER

NTS

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	Start Date	Completion Date
Stormwater Management System	January 2015	June 2016
Water Distribution System	February 2015	June 2016
Wastewater Collection System	February 2015	June 2016
Roadway Improvements (off-site)	April 2015	June 2017
Wetlands Mitigation	January 2015	June 2016

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	Costs:
Stormwater Management System	$ 3,686,000
Water Distribution System	$ 3,477,000
Wastewater Collection System	$ 3,023,000
Roadway Improvements (off-site)	$ 2,133,000
Wetlands Mitigation	$ 508,000
Total Estimated Costs:	**$12,827,000**

EXHIBIT 8

ZONING APPROVAL

ORDINANCE NO 2014-39

ORDINANCE REZONING 151.85 ACRES OF LAND FROM GU (INTERIM DISTRICT) TO RESIDENTIAL DEVELOPMENT DISTRICT, HAVING A MINIMUM OF 25% DEVELOPED AS RH-1 (ONE FAMILY DISTRICT), A MINIMUM OF 20% AND A MAXIMUM OF 30% DEVELOPED AS R-4 (TOWNHOUSE), A MAXIMUM OF 20% DEVELOPED AS RH-3M (MULTIPLE FAMILY DISTRICT, 8 TO 14 UNITS PER NET ACRE), AND A MAXIMUM OF 10% DEVELOPED AS RH-3-MM (MULTIPLE FAMILY DISTRICT, 15 TO 24 UNITS PER NET ACRE); SUBSTITUTING THE REQUIREMENTS OF THE RESIDENTIAL DEVELOPMENT DISTRICT BY APPROVING THE SITE PLAN DATED MAY 13, 2014 AND PATTERN BOOK, AS AMENDED, PREPARED BY PASCUAL PEREZ KILIDDJIAN & ASSOCIATES, ARCHITECTS AND PLANNERS, AND BY APPROVING THE LANDSCAPE PLAN DATED MARCH 24, 2014, AS AMENDED, PREPARED BY MICHAEL J. PETROW AND ASSOCIATES, INC.; GRANTING A VARIANCE TO ALLOW A TEMPORARY WAIVER OF PLAT, PROVIDED THAT THE PROPERTY IS REPLATTED WITHIN 18 MONTHS FROM THE GRANT OF THE WAIVER; REAFFIRMING THE OBLIGATION TO PAY THE CITY THE SUM OF $994,614 TO BE USED FOR ROADWAY IMPROVEMENTS; AND REPEALING AND RESCINDING HIALEAH, FLA., ORDINANCE 06-52 (SEPTEMBER 12, 2006); **PROPERTY LOCATED ON A VACANT PARCEL OF LAND SOUTH OF NORTHWEST 154 STREET, NORTH OF NORTHWEST 146 STREET, EAST OF NW 97 AVENUE AND WEST OF THE I-75 EXPRESSWAY, HIALEAH, FLORIDA.** REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING PENALTIES FOR VIOLATION HEREOF; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Planning and Zoning Board at its meeting of May 28, 2014 recommended approval of this ordinance; and

WHEREAS, the petitioner has proffered community standards that are acceptable to the City, which will be provided to all prospective purchasers of residential units and which future purchasers shall agreed to be bound thereby; and

WHEREAS, the petitioner has proffered a declaration of covenants running with the land, to be recorded in the county land records, setting forth restrictions that limit the number of units that may provide for extended family living quarters such that there is no additional increase to density, increase demands on parking and protect neighborhood stability, property values and the single-family residential appearance of the neighborhood, to which the City accepts;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The City of Hialeah, Florida hereby accepts the proffered community standards and restrictions on units providing for extended family living quarters for the Residential Development District described herein and hereby incorporated by reference within this ordinance. Any future amendments to the proffered community standards, which are accepted and approved by the City, shall not require an amendment to this ordinance.

Section 2: The City of Hialeah, Florida hereby rezones 151.85 acres of land from GU (Interim District) to Residential Development District, having a minimum of 25% developed as RH-1 (One Family District), a minimum of 20% and a maximum of 30% developed as R-4 (Townhouse), maximum of 20% developed as RH-3-M (Multiple Family District, 8 to 14 units per net acre) and a maximum of 10% developed as R-3-MM (Multiple Family District, 15 to 24 units per net acre); hereby substitutes the requirements of the Residential Development District by approving the Site Plan dated May 13, 2014 and Pattern Book, as amended, prepared by Pascal Perez Kiliddjian & Associates, Architects and Planners, and by approving the Landscape Plan dated March 24, 2014, as amended, prepared by Michael J. Petrow & Associates, Inc.; hereby grant a variance

permit to allow the temporary waiver of plat, provided that the property will be replatted within 18 months from the grant of the waiver; hereby reaffirms the obligation to pay the City the sum of $994,614 to be used for roadway improvements. Property located on vacant parcel of land, to the south of NW 154 Street, to the north of NW 146 Street, east of N.W. 97 Avenue and west of the I-75 Expressway, Hialeah, Miami-Dade County, Florida and legally described as follows:

> Tracts 17 through 25 inclusive and Tracts 26 through 32, inclusive, in Section 21, Township 52 South, Range 40 East, of **"Florida Fruit Lands Company's Subdivision No.1"**, according to the Plat thereof, as recorded in Plat Book 2, at Page 17of the Public Records of Miami-Dade County, Florida. More particularly described as follows:
>
> **See Attached "Exhibit A"**

Section 3: Hialeah, Fla., Ordinance 06-52 (September 12, 2006) is hereby repealed and rescinded in its entirety.

Section 4: Repeal of Ordinances in Conflict.

All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5: Penalties.

Every person violating any provision of the Code or any ordinance, rule or regulation adopted or issued in pursuance thereof shall be assessed a civil penalty not to exceed $500.00 within the discretion of the court or administrative tribunal having jurisdiction. Each act of violation and each day upon which any such violation shall occur shall constitute a separate offense. In addition to the penalty prescribed above, the

city may pursue other remedies such as abatement of nuisance, injunctive relief, administrative adjudication and revocation of licenses or permits.

Section 6: Severability Clause.

If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 7: Effective Date.

This ordinance shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED and ADOPTED this 24 day of June, 2014.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 02 day of July, 2014.

Marbelys Rubio, Acting City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena E. Bravo, Acting City Attorney

Ordinance was adopted by a unanimous vote with Councilmembers, Caragol, Cásals-Muñoz, Cue-Fuente, García-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

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THE FOREGOING ORDINANCE OF THE CITY OF HIALEAH WAS PUBLISHED IN ACCORDANCE WITH THE PROVISIONS OF FLORIDA STATUTE 166.041 PRIOR TO FINAL READING.

Exhibit A

Tract 17: Tract 17, In Section 21, Township 52 South, Range 40 East, of FLORIDA FRUIT LAND COMPANY'S PLAT, according to the Plot thereof, as recorded in Plot Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS
A portion of Tract 17, In Section 21, Township 52 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 52 South, Range 40 East: thence run North 89' 34' 46' East, along the North line of the Northwest Quarter of said Section 21 for 675.83 feet to the Northeast corner of sold Northwest Quarter; thence run South 02' 39' 05' East, along the East line of the sold Northwest Quarter for 330.34 feet to an interaction with the South line of sold Tract 17; thence run South 89' 35' 03' West along the South line of said Tract 17 for 470.64 feet; thence run North 02' 37'10' West for 190.19 feet; thence run South 89' 34' 46' West for 210.75 feet; thence run North 00' 25' 14' West for 140.00 feet to the Point of Beginning

TOGETHER WITH all rights of ingress, egress, light, air, and view between the remaining portion of Tract 17 and any facility constructed on the above described property.

AND LESS
A portion of Tract 17 In Section 21, Township 52 South, Range 40 East, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1. according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 21, Township 52 South, Range 40 East,; thence run North 89' 34' 46' East, along the North line of the Northwest Quarter of said Section 21 for 1319.22 feet to a point of intersection with the West line of said Tract 17, said point being the Point of Beginning of the herein described parcel of land; thence continue North 89' 34' 46' East, along the North line of the Northwest Quarter of said Section 21 for 643.39 feet: thence run South 00' 25' 14' East for 140.00 feet; thence run South 89' 34' 46' West for 637.95 feet to an Intersection with the aforementioned West line of said Tract 17; thence run North 02' 38' 44' West along the last described West line for 140.11 feet to the Point of Beginning.

Tracts 18, 19, 20, 21, 22, 23, 24, less I-75 Right – of - way, AND Tracts 26, 27, 28, 29, 30, 31 and 32, FLORIDA FRUITLAND'S COMPANY SUBVISION, according to the Plat thereof as recorded on Plat Book 2, Page 17, of the Public Records of Miami – Dade County, Florida; Lying in Section 21, Township 52 South, Range 40 East.

Commence at the Northwest corner os said Section 21, thence run North 89' 34' 43' East, along the North line of said Section 21, for 15.01 feet, to the Point of Beginning; thence continue North 89' 34' 43' East for 955.15 feet; thence run South 00' 25' 14' East 140.00 feet; thence run North 89' 34' 43' East for 354.40 feet; thence run South 02' 37' 47' Eeast for 190.11 feet; thence run North 89' 34' 58' East for 848.62 feet to a point in the West right of way of said I-75; thence run Soutyh 02' 35' 30' East along the West line of said I-75, for 2,311.83 feet to the South line of Tract 24; thence run South 89' 36' 40' West along the South line of said Tract 24, for 847.10 feet, to the Southwest corner of said Tract 24; thence run North 02' 37' 47' West, along the West line of said Tract 24, for 330.22 feet to the Southeast corner of Tract 26; thence run South 89' 36' 25' West along the South line of said Tract 26, for 1,304.09 feet to a point, this point is 15.00

feet East of the West line of said Section 21; thence run North 02' 37' 55' West along a line 15.00 feet East and parallel to the West line of said Section 21, for 2,310.87 feet, to the Point of Beginning.

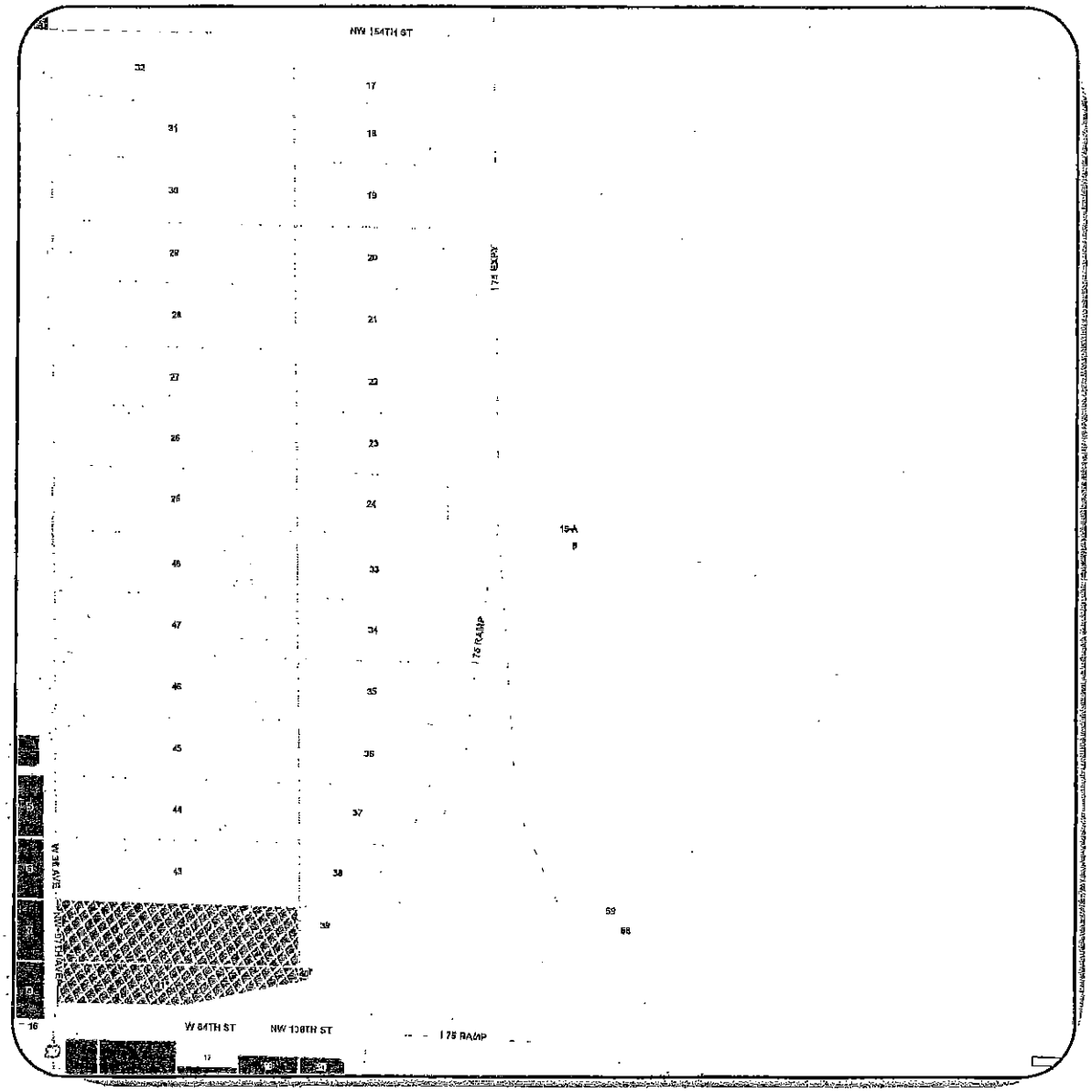
Less Right of Way of Record for West 100th Street, West 36th Avenue and West 92nd Street.

Tract 25

All of Tract 25, In Section 21, Township 53 South, Range 40 East, a subdivision of Florida Fruit Lands Company's Subdivion No.1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public records of Miami-Dade County, Florida; Less and Except that portion of Tract 25, In the Northwest one-quarter (N.W. ¼) of Section 21, Townership 52 South, Range 40 East, Florida Fruit Lands Company's Subdivision No.1, according to Plat 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying within the West 50.00 feet of the Northwest one – quarter (N.W. ¼) of said Section 21, Township 52 South, Range 40 East, as conveyard to Miami-Dade County, Florida for public right - of – way in Official Records Book 26042, Page 1650.

EXHIBIT 9

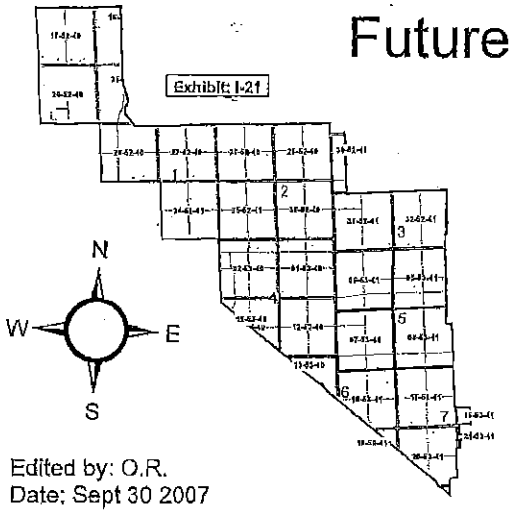
FUTURE LAND USE



Future Land Use Plan

Hialeah Comprehensive Plan 2015, Hialeah, FL

Exhibit: I-21



Block/Tract
Lots
Water

Land Use Legend

- COMMERCIAL
- COMMERCIAL RECREATION
- Central Business District
- Commercial
- INDUSTRIAL
- Kennels
- Low Med Density Residential
- Major Institutions
- OPS
- Recreation / Open Space
- Residential (High Density)
- Residential (Low Density)
- Residential (Medium Density)
- Residential Office
- TRANSPORTATION & UTILITIES
- Unincorporated

550 275 0 550 Feet

SEC 21
Annexation

Edited by: O.R.
Date: Sept 30 2007

EXHIBIT 10

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form **Bonterra Community Development District** ("District"). The District comprises approximately 109.64 gross acres of land located within the City of Hialeah (the "City"), Miami-Dade County (the "County"), and State of Florida (the "State"). The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes as follows:

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

1.2 Overview of the Bonterra Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Bonterra Community Development District. Bonterra Community Development District will encompass approximately 109.64 gross acres.

The Development plan for the proposed lands within the District includes the construction of approximately 858 residential units consisting of single family homes, villas and townhomes. All are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a) F.S.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Bonterra CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the CDD.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly; 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; 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 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[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

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

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (The City of Hialeah is not defined as a small city and Miami-Dade County is not defined as a small county for purposes of this requirement).

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

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

[1] For the purposes of this SERC, the term "agency" means the County and the term "rule" means the ordinance(s) which the County will enact in connection with the creation of the District.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of $1 million.

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

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

As noted above, the Bonterra Community Development District is a residential community designed for up to 858 residential units. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District. It is not anticipated that anyone outside the District would be affected by the rule creating the District; although, the State, the County, and the City would be required to comply with the rule.

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

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

<u>State Government Entities</u>

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 1,000 acres, therefore the County is the establishing entity under 190.005 (2) F.S. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general purpose government will be offset by the filing fee required under 190.005 (2), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Community Affairs, which offsets such costs.

City of Hialeah and Miami-Dade County

The proposed land for the District is in the City of Hialeah, which is within Miami-Dade County, Florida. The City and the County and their staff may process and analyze the petition, conduct public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. The cost to produce the record of the County hearing, the transcript of the hearing, and the ordinance adopted by the County will be offset by the filling fee required under 190.005(1) (b), F.S.

These costs to the City and to the County are 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, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County.

4.2 Impact on State and Local Revenues

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

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

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

Table 1 provides an outline of the various facilities and services the proposed District may provide. The roadway improvements (offsite), stormwater management system, water distribution and wastewater collection systems, wetlands mitigation, and related incidental costs, as described in Table 1, will be funded by the District.

Table 1. **Bonterra Community Development District Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNERSHIP	O&M
Stormwater Management	CDD	CDD	CDD
Water Distribution System	CDD	City	City
Wastewater Collection System	CDD	City	City
Roadway Improvements (Offsite)	CDD	City/MDC/CDD	City/MDC/CDD
Wetlands Mitigation	CDD	NPS	NPS

Key: CDD=Bonterra Community Development District, City=City of Hialeah, MDC=Miami-Dade County, O&M=Operations and Maintenance, NPS=U.S. National Park Service

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $12,827,000. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

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

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

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

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

First, those property owners and businesses in the District will receive a higher level of public

services and amenities sooner than would otherwise be the case.

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

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

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

Table 2. Cost Estimate for District Facilities

Category	Cost
Stormwater Management	**$ 3,686,000**
Water Distribution System	**$ 3,477,000**
Wastewater Collection System	**$ 3,023,000**
Roadway Improvements (Offsite)	**$ 2,133,000**
Wetlands Mitigation	**$ 508,000**
Total Projected Costs of Improvements	**$ 12,827,000**

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

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

The County has an estimated population that is greater than 75,000 according to the 2010 U.S Census. Therefore the County is not defined as a "small county" according to Section 120.52 (19), Florida Statutes.

7.0 Any additional useful information.

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

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

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

Prepared by:
Governmental Management Services - South Florida, LLC
November 12, 2014

Appendix "A"

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
File with the Auditor General, State of Florida Local Government Section, Section 342 Claude Pepper Building, 111 West Madison Street,Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 11.45, Florida Statutes - Definitions; duties; authorities; reports; rules Section 218.39, Florida Statutes - Annual financial audit reports	All special districts with either revenues or expenditures of more than $100,000 All special districts with revenues or expenditures/expenses between $50,000 and $100,000 that have not been subjected to a financial audit for the two preceding fiscal years A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the county or municipality's audit. The audit must clearly state that the special district is a component unit of the county or municipality.	Due within 45 days after delivery of the audit report to the governmental entity, but no later than nine (9) months after fiscal year end

File with the Department of Economic Opportunity Special District Accountability Program 107 E Madison Street, MSC-400, Tallahassee, Florida 32399-6508			
Creation Documents and Amendments	Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due within 30 days after adoption
Written Status Statement	Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due within 30 days after adoption of creation document
Merger Documents	Chapter 189, Part VII, Florida Statutes - Merger and Dissolution	All special districts must comply	Due within 30 days of themerger effective date
Dissolution Documents	Chapter 189, Part VII, Florida Statutes - Merger and Dissolution	All special districts must comply	Due within 30 days of the dissolution effective date

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Boundary Map and Amendments	Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due within 30 days after adoption / approval
Special District Fee Invoice ($175) and Update Form	Section 189.018, Florida Statutes - Fee schedule; Grants and Donations Trust Fund Rule 73C-24.003, Florida Administrative Code - Fee Schedule and Annual Invoicing and Data Updating	All special districts must comply	Due annually by the due date on the Form (mailed to all special districts around October 1)
Registered Agent and Office Initial Designation	Section 189.014, Florida Statutes - Designation of registered office and agent Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due within 30 days after the first governing body meeting
Registered Agent and Office Changes	Section 189.014, Florida Statutes - Designation of registered office and agent Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due upon making the change
Official Internet Website Address	Section 189.069, Florida Statutes - Special district; required reporting of information; web-based public access	All special districts must comply	Due by October 1, 2015. Newly created special districts must comply by the end of the first fiscal year after its creation

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Disclosure of Public Financing	Section 190.009, Florida Statutes - Disclosure of public financing	All Community Development Districts must comply	Due at all times public financing is imposed

File with the Department of Financial Services, Bureau of Financial Reporting Local Government Section 200 East Gaines Street,Tallahassee, Florida 32399-0354			
Annual Financial Report	Section 189.016, Florida Statutes - Reports; budgets; audits Section 218.31, Florida Statutes - Definitions Section 218.32, Florida Statutes - Annual financial reports; local governmental entities	All housing authorities, all independent special districts, and all dependent special districts that are not component units of a local governmental entity must comply	Due annually within 45 days of audit completion but no later than nine (9) months after the fiscal year end; if no audit is required, no later than nine (9) months after the fiscal year end.

File with the Department of Financial Services, Bureau of Collateral Management 200 East Gaines Street,Tallahassee, Florida 32399-0354			
Public Depositor Annual Report to the Chief Financial Officer	Section 280.17, Florida Statutes - Requirements for public depositors; notice to public depositors and governmental units; loss of protection	All special districts must comply	Due annually by November 30

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Public Deposit Identification and Acknowledgment Form	Section 280.17, Florida Statutes - Requirements for public depositors; notice to public depositors and governmental units; loss of protection	All special districts must comply	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository

File with the Florida Department of Management Services, Division of Retirement Bureau of Local Retirement Systems P.O. Box 9000, Tallahassee, Florida 32315-9000			
Actuarial Valuation Report	Section 112.63, Florida Statutes - Actuarial reports and statements of actuarial impact; review Rule Chapter 60T-1, Florida Administrative Code - Scope and Purpose	All special districts with defined benefit retirement plans must comply	Due at least every three years, within 60 days of completion
Additional Actuarial Disclosures	Section 112.664, Florida Statutes - Reporting standards for defined benefit retirement plans or systems	All special districts with defined benefit retirement plans must comply with additional actuarial reporting requirements	Due within 60 days of receipt of certified actuarial reports
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, Florida Statutes - Actuarial reports and statements of actuarial impact; review Rule 60T-1.001, Florida Administrative Code - Scope and Purpose	Any special district proposing benefit changes to its defined benefit retirement plan must comply	Due when considering plan changes

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Defined Contribution Report	Rule 60T-1.006, Florida Administrative Code - Defined Contribution Plans	All special districts with defined contribution plans must comply	Due annually

File with the Department of Revenue, Property Tax Oversight Program "TRIM" Compliance Section P.O. Box 3000, Tallahassee, Florida 32315-3000			
Truth-in-Millage Form DR421	Section 200.068, Florida Statutes - Certification of compliance with this chapter	All special districts that can levy taxes but will not do so during the year must comply	Due annually by November 1
Truth-in-Millage Compliance Package Report	Section 200.068, Florida Statutes - Certification of compliance with this chapter	All special districts levying property taxes must comply	Due no later than 30 days following the adoption of the property tax levy ordinance/resolution.

File with the Department of State, Division of Library and Information Services Records and Information Management Program Mail Station 9E, Tallahassee, Florida 32315-0250			
Annual Records Management Compliance Statement	Florida Statutes and Administrative Code Rules Relating to Archives and Records Management	All Special Districts must comply	Due annually by December 31

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
File with the Commission on Ethics Post Office Drawer 15709 Tallahassee, Florida 32317-5709			
Quarterly Gift Disclosure (Form 9)	Section 112.3148, Florida Statutes - Reporting and prohibited receipt of gifts by individuals filing full or limited public disclosure of financial interests and by procurement employees. Rule Chapter 34-13, Florida Administrative Code - Gifts and Honoraria Rule Chapter 34-12, Florida Administrative Code - Executive Branch Lobbyist Registration	Everyone required to file Statement of Financial Interests, Form 1 (all "special district local officers" appointed or elected to an independent special district or independent special district's governing body), who accepts a gift worth over $100 from someone who is not a relative and does not meet the definition of a lobbyist or vendor must report the gift on a Form 9. The Form 9 is due no later than the end of the calendar quarter following the calendar quarter in which the gift is received. Filing requirements do not apply if no gifts were accepted during the calendar quarter.	Due by the last day of the calendar quarter following any calendar quarter in which a reportable gift was received

File with the the Florida Legislature Joint Administrative Procedures Committee 111 W. Madison Street, Tallahassee, Florida 32315-1400			
Agency Rule Report	Section 120.52, Florida Statutes - Definitions Section 120.74, Florida Statutes - Agency review, revision, and report	Certain Special Districts with adopted rules must comply	Due by October 1 of every odd numbered year
Regulatory Plan	Section 120.52, Florida Statutes - Definitions Section 120.74, Florida Statutes - Agency review, revision, and report	Certain Special Districts with adopted rules must comply	Due no later than July 1 of each year

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
File File with Each Local General-Purpose Government in Which the Special District is Located			
Budget or Tax Levy	Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due if requested by a local governing authority within the special district's boundaries
Public Facilities Initial Report	Section 163.3191, Florida Statutes - Evaluation and appraisal of comprehensive Section 189.08, Florida Statutes - Special district public facilities report	Independent special districts must comply	Due within one year of the special district's creation date
Public Facilities Annual Notice of Any Changes	Section 163.3191, Florida Statutes - Evaluation and appraisal of comprehensive Section 189.08, Florida Statutes - Special district public facilities report	Independent special districts must comply	Annually, contact each local general-purpose government for the due date
Public Facilities Updated Report	Section 189.08, Florida Statutes - Special district public facilities report	Independent special districts must comply	Due every seven years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Economic Opportunity

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Registered Agent and Office Initial Designation	Section 189.014, Florida Statutes - Designation of registered office and agent Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due within 30 days after the first governing body meeting
Registered Agent and Office Changes	Section 189.014, Florida Statutes - Designation of registered office and agent Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due upon making the change
Regular Public Meeting Schedule	Section 189.015, Florida Statutes - Meetings; notice; required reports Section 189.016, Florida Statutes - Reports; budgets; audits	All special districts must comply	Due quarterly, semiannually, or annually

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
File with the State Board of Administration Financial Operations 1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308			
Resolution for Investment of Surplus Funds	Section 218.407, Florida Statutes - Local government investment authority	All special districts investing funds with the State Board of Administration or Local Government Trust Fund must comply	Due at the time of investing surplus funds
Financial Statement Disclosure (Disclosure Statement for Participation in the Local Government Surplus Funds Trust Fund Investment Pool)		All special districts investing funds with the State Board of Administration or Local Government Trust Fund must comply	Due before enrolling in the Local Government Investment Pool
File with the State Board of Administration Division of Bond Finance P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, Florida Statutes - Notice of bond issues required; verification Rules 19A-1.001 - 19A-1.008, Florida Administrative Code - Local Municipal Bond Reporting Procedures	All special districts with bond authority, as applicable, must comply	Due before selling certain general obligation bonds and revenue bonds or closing on any similar long-term debt instruments

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
Bond Information Form/Bond Disclosure Form (BF2003 / 2004A and B)	Section 189.016, Florida Statutes - Reports; budgets; audits Section 218.38, Florida Statutes - Notice of bond issues required; verification Rules 19A-1.001 - 19A-1.008, Florida Administrative Code - Local Municipal Bond Reporting Procedures	All special districts with bond authority, as applicable, must comply (new bond issues only)	Due within 120 days after delivery of general obligation bonds and revenue bonds
Bond Verification Form (BF2005	Rules 19A-1.001 - 19A-1.008, Florida Administrative Code - Local Municipal Bond Reporting Procedures	All special districts with bond authority, as applicable, must comply	Due within 45 days of the Division of Bond Finance's request
Final Official Statement (Bonds)	Section 218.38, Florida Statutes - Notice of bond issues required; verification Rules 19A-1.001 - 19A-1.008, Florida Administrative Code - Local Municipal Bond Reporting Procedures	All special districts with bond authority, as applicable, must comply	Due within 120 days after delivery of the bonds, if prepared

Appendix "A" continued

Submission Requirement	Statutory/ Rule Reference	Applicable Special Districts	Due Date
IRS Form 8038 (Bonds)	Section 159.345, Florida Statutes - Local agency reporting requirement Section 159.475, Florida Statutes - Authority reporting requirement Section 159.7055, Florida Statutes - Authority reporting requirement	All special districts issuing Industrial Development or Research and Development Bonds must comply	Submit with the Bond Information Form & Official Statement, if any is published

EXHIBIT 11

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HIALEAH SUPPORTING THE ESTABLISHMENT OF THE DISTRICT

RESOLUTION NO. 2015-15

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA EXPRESSING ITS SUPPORT FOR THE ESTABLISHMENT OF THE BONTERRA COMMUNITY DEVELOPMENT DISTRICT COMPRISING OF 109.86 ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED IN THE MAP ATTACHED AS EXHIBIT 2 TO THE PETITION TO ESTABLISH THE BONTERRA COMMUNITY DEVELOPMENT DISTRICT FOR CONSIDERATION BY MIAMI-DADE COUNTY ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1" AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, petitioner, Hialeah Communities, LLC, a Florida limited liability company, seeks to establish the Bonterra Community Development District within the geographic boundaries of the City of Hialeah and Miami-Dade County; and

WHEREAS, pursuant to advertised notice, the City conducted a public hearing to determine if the City would support or object to the establishment of the Bonterra Community Development District by ordinance of the Board of Miami-Dade County Commissioners; and

WHEREAS, the City of Hialeah finds that it is in the best interest of the community and its residents to support the establishment of the Bonterra Community Development District as a reasonable alternative to the financing, construction, delivery, and long-term operation and management of basic infrastructure servicing the proposed residential development in the annex area; and

WHEREAS, the City of Hialeah finds that the creation of the Bonterra Community Development District allows for sustainable growth within the annex area alleviating the burden on taxpayers for long-term financial planning of capital infrastructure to accommodate projected growth in the area;

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

Section 1: The foregoing facts and recitations contained in the preamble to this resolution are hereby adopted and incorporated by reference as if fully set forth herein.

Section 2: The City Council of the City of Hialeah, Florida hereby expresses its support for the establishment of the Bonterra Community Development District ("District") comprising of

109.86 acres, more or less, having external boundaries as depicted in the map as attached hereto and made a part hereof as Exhibit "1" subject to the following conditions:

1. Any material amendments or modifications to the Petition on file with the City shall be submitted for review and approval of the City within 30 days of such amendments or modifications.

2. Upon establishment of the District, the District shall provide the City all current names and addresses of the district professional manager, attorney, bond counsel, developer representative, and members and chair of the board of supervisors or directors of the District, including any future changes to the names and addresses provided.

3. Restrictions contained in the proposed plat.

4. Compliance with all land use, zoning, permitting, licensing, covenant community laws, rules and regulations adopted by the City of Hialeah.

Section 3: This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 27 day of January, 2015.

Isis Garcia-Martinez
Council President

Attest:

Approved on this 30 day of JANUARY, 2015.

for Marbelys Fatjo, City Clerk

Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

Lorena Bravo, City Attorney
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Resolution was adopted by a (7-0) unanimous vote with Councilmembers, Caragol, Casáls-Muñoz, Cue-Fuente, Garcia-Martinez, Gonzalez, Hernandez and Lozano voting "Yes".

EXHIBIT 12

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name: Address:	Gerald L. Knight, Esq. Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 E. Las Olas Blvd., 6th 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 Bonterra Community Development District (the "District"), filed [insert month, day, and year], and approved pursuant to Ordinance No. _____ enacted by the Board on _____(the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

WHEREAS, other covenants made by Owner 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 $34,500 FOR A VILLA UNIT; $36,000 FOR A TOWNHOME UNIT; $37,500 FOR A SINGLE FAMILY UNIT (38' LOT); AND $39,000 FOR A SINGLE FAMILY UNIT (50' LOT). THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,804.81 FOR A VILLA UNIT; $18,578.93 FOR A TOWNHOME UNIT; $19,353.06 FOR A SINGLE FAMILY UNIT (38' LOT); AND $20,127.18 FOR A SINGLE FAMILY UNIT (50' LOT) IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,150 FOR A VILLA UNIT; $1,200 FOR A TOWNHOME UNIT; $1,250 FOR A SINGLE FAMILY UNIT (38' LOT); AND $1,300 FOR A SINGLE FAMILY UNIT (50' LOT) 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 $34,500 FOR A VILLA UNIT; $36,000 FOR A TOWNHOME UNIT; $37,500 FOR A SINGLE FAMILY UNIT (38' LOT); AND $39,000 FOR A SINGLE FAMILY UNIT (50' LOT). THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,804.81 FOR A VILLA UNIT; $18,578.93 FOR A TOWNHOME UNIT; $19,353.06 FOR A SINGLE FAMILY UNIT (38' LOT); AND $20,127.18 FOR A SINGLE FAMILY UNIT (50' LOT), IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,150 FOR A VILLA UNIT; $1,200 FOR A TOWNHOME UNIT; $1,250 FOR A SINGLE FAMILY UNIT (38' LOT); AND $1,300 FOR A SINGLE FAMILY UNIT (50' LOT) 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 $34,500 FOR A VILLA UNIT; $36,000 FOR A TOWNHOME UNIT; $37,500 FOR A SINGLE FAMILY UNIT (38' LOT); AND $39,000 FOR A SINGLE FAMILY UNIT (50' LOT). THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,804.81 FOR A VILLA UNIT; $18,578.93 FOR A TOWNHOME UNIT; $19,353.06 FOR A SINGLE FAMILY UNIT (38' LOT); AND $20,127.18 FOR A SINGLE FAMILY UNIT (50' LOT), IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,150 FOR A VILLA UNIT; $1,200 FOR A TOWNHOME UNIT; $1,250 FOR A SINGLE FAMILY UNIT (38' LOT); AND $1,300 FOR A SINGLE FAMILY UNIT (50' LOT) 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:

BONTERRA COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE BONTERRA 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 BONTERRA COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN BONTERRA. A PURCHASER OF PROPERTY IN BONTERRA 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 BONTERRA 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 BONTERRA 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 City of Hialeah ("CITY"), 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 CITY in accordance with its general policies and procedures for providing service throughout the CITY and Miami-Dade 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 joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County 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.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 1st day of December, 2014.

OWNER:

Hialeah Communities, LLC, a Florida limited liability company

By: _____
Print Name: K. LAWRENCE GRAGG
Title: VP

Owner's Address: 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by K. Lawrence Gragg, the VP of Hialeah Communities, LLC, a Florida limited liability company, this 1st day of December, 2014, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: MARILYN GARBETT
My commission expires: _____

Notary Public State of Florida
Marilyn Garbett
My Commission FF 023561
Expires 08/07/2017

OWNER:

Bonterra Single Family TIC, LLC, a Florida limited liability company.

By: _____
Print Name: Bruce J. Parker
Title: Vice President

Owner's Address: 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Bruce J Parker, the V.P. of Hialeah Communities, LLC, a Florida limited liability company, this 2nd day of Dec, 2014, who is personally known to me or who produced _____ as identification.

Lisa C. Cathell
Notary Public, State of Florida at Large

Print Name: Lisa C. Cathell
My commission expires: _____

LISA C. CATHELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE836783
EXPIRES 9/19/2016
BONDED THRU 1-888-NOTARY1

OWNER:

Bonterra Single Family Real Estate, LLC,
a Florida limited liability company

By: _____
Print Name: Bruce B Parker
Title: Vice President

Owner's Address: 401 East Las Olas Boulevard, Suite 800, Fort Lauderdale, Florida 33301

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

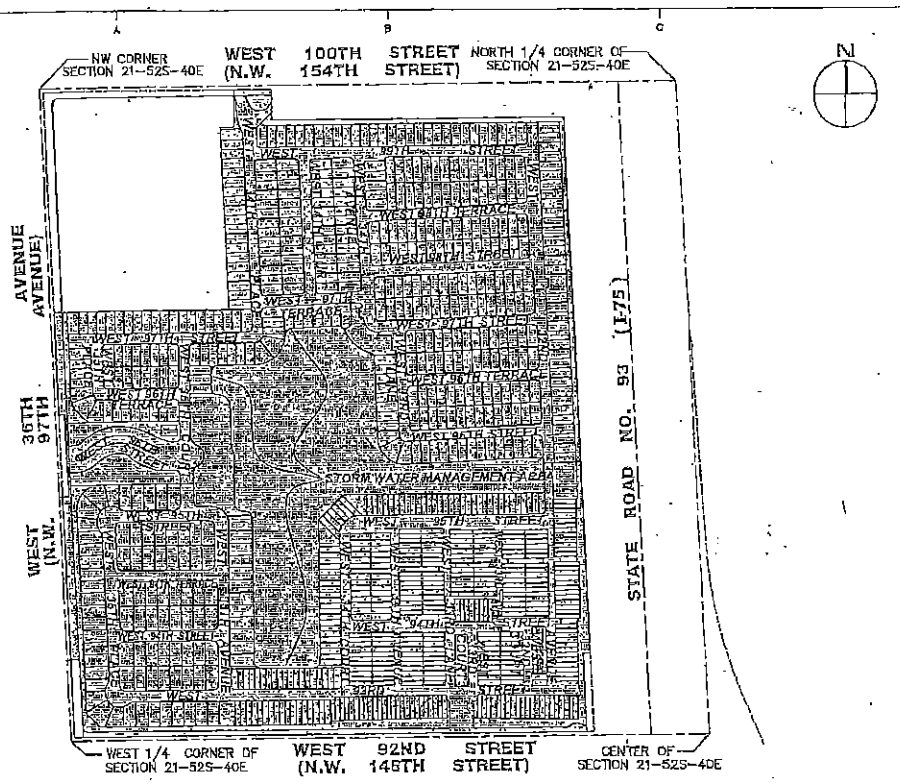
The foregoing instrument was acknowledged before me by Bruce B Parker, the V.P. of Hialeah Communities, LLC, a Florida limited liability company, this 2nd day of Dec, 2014, who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: Lisa C. Cathell
My commission expires: _____

LISA C. CATHELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # EE836783
EXPIRES 9/19/2016
BONDED THRU 1-888-NOTARY1

Exhibit A

LEGAL DESCRIPTION



LOCATION MAP
(NOT TO SCALE)
N.W. 1/4 OF SECTION 21-52-40, MIAMI-DADE, FLORIDA.

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North arrow direction and Bearings shown hereon are based on assumed value of N02°37'55"W, along the West Line of N.W. 1/4 of Section 21, Township 52 South, Range 40 East, as shown on the Section Sheet thereof of the Public Records of Miami-Dade County, Florida.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

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

Date: OCTOBER 15, 2014.
Revision: 2-24-2015 (UPDATE TO SHOW PLAT GEOMETRY)

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

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET 1	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED	PROJECT No: 07A082-1010	OF 3 SHEETS	

LEGAL DESCRIPTION

Tracts 17, 18, 19, 20, 21, 22, 23, 24, less all Right-of-Way of Record and less Right-of-Way for State Road 93 (I-75), and Tracts 25, 26, 27, 28, 29, 30, 31 and 32, less all Right-of-Way of Record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, lying in Section 21, Township 52 South, Range 40 East, being more particularly described as follows:

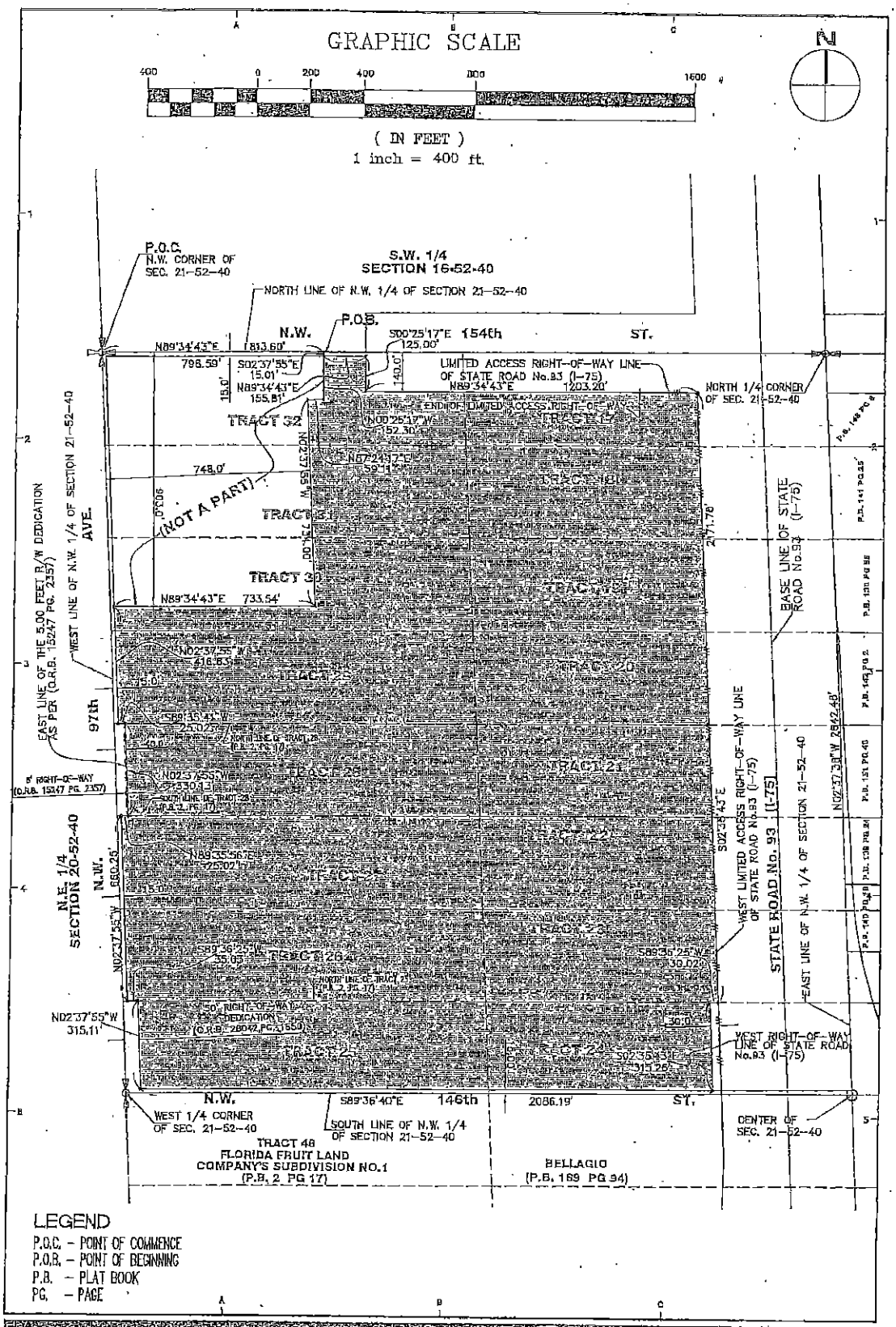
Commence at the Northwest corner of said Section 21, thence N89°34'43"E, along the North line of said Section 21, for a distance of 813.60 feet; thence S02°37'55"E for a distance of 15.01 feet. to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N89°34'43"E along a line 15.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 21, for a distance of 155.81 feet, the next five (5) courses and distances being along the Right-of-Way line of State Road No. 93 (I-75) as shown on the F.D.O.T. Right-of-Way map Section 87075-2401, Sheet 1 thru 9; 1) thence S00°25'17"E for a distance of 125.00 feet ; 2) thence N89°34'43"E for a distance of 1203.20 feet; 3) thence S02°35'43"E for a distance of 2171.78 feet; 4) thence S89°36'25"W for a distance of 30.02 feet; 5) thence S02°35'43"E for a distance of 315.26 feet to its intersection with a line 15.00 feet North of and parallel with the South line of the Northwest 1/4 of said Section 21; thence S89°36'40"W along the last described line, for a distance of 2086.19 feet to its intersection with a line 50.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 50.00 feet Right-of-Way dedication as recorded in Official Records Book 28042, page 1650 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 315.11 feet to its intersection with the North line of said Tract 25; thence S89°36'25"W, along said North line for a distance of 35.03 feet to its intersection with a line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W along the last described line for a distance of 660.25 feet to its intersection with the South line of said Tract 28; thence N89°35'56"E, along said South line of Tract 28 for a distance of 25.02 feet to its intersection with a line 40.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 5.00 feet Right-of-Way dedication as recorded in Official Records Book 15247, page 2357 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 330.13 feet to its intersection with the North line of said Tract 28; thence S89°35'41W, along the North line of said Tract 28 for a distance of 25.02 feet to its intersection with the said line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W, along the last described line for a distance of 416.83 feet to a line 903.00 feet South of and parallel with the North line of Northwest 1/4 of said Section 21 ; thence N89°34'43"E, along said parallel line for a distance of 733.54 feet to a line 748.00 feet East of and parallel with the West line of Northwest 1/4 of said Section 21; thence N02°37'55"W, along said parallel line for a distance of 734.00 feet; thence N87°24'17"E for a distance of 59.11 feet; thence N00°25'17"E for a distance of 152.30 feet to the POINT OF BEGINNING.

Containing 4,776,253.47 S.F. or 109.64 Acres more or less.

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET: 2	
DES. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 07A082-1010	OF 3 SHEETS	



LEGEND

P.O.C. – POINT OF COMMENCE
P.O.B. – POINT OF BEGINNING
P.B. – PLAT BOOK
PG. – PAGE

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	SKETCH TO ACCOMPANY EASEMENT LEGAL DESCRIPTION		
PREPARED FOR	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET: 3	
DWG. CHECKED BY:	SCALE: 1" = 400'		
CHECKED BY:	PROJECT No: 07A082-1010	OF 3 SHEETS	

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 Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Villa Unit	$1,150	$237	$1,387
Townhome Unit	$1,200	$237	$1,437
Single Family Unit (38' Lot)	$1,250	$237	$1,487
Single Family Unit (50' Lot)	$1,300	$237	$1,537

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 Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Villa Unit	$12.50	$7.25	$95.83
Townhome Unit	$12.50	$7.25	$100.00
Single Family Unit (38' Lot)	$12.50	$7.25	$104.17
Single Family Unit (50' Lot)	$12.50	$7.25	$108.33

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated 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)
Villa Unit	$17,804.81	$34,500
Townhome Unit	$18,578.93	$36,000
Single Family Unit (38' Lot)	$19,353.06	$37,500
Single Family Unit (50' Lot)	$20,127.18	$39,000

_____ _____ PURCHASERS INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **$1,150** for a Villa Unit (approximately **$95.83** per month), **$1,200** for a Townhome Unit (approximately **$100.00** per month), **$1,250** for a Single Family Unit (38' Lot), (approximately **$104.17** per month), **$1,300** for a Single Family Unit (50' Lot), (approximately **$108.33** per month),which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments

including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds (30 years) is approximately **$34,500** for a Villa Unit, **$36,000** for a Townhome Unit, **$37,500** for a Single Family Unit (38' Lot) and **$39,000** for a Single Family Unit (50' Lot).

_____ _____ 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 $237 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

PURCHASER:	**PURCHASER:**
_____	_____
Print Name: _____	Print Name: _____
Date: _____	Date: _____

JOINDER BY MORTGAGEE IN DECLARATION OF RESTRICTIVE COVENANTS FOR BONTERRA COMMUNITY DEVELOPMENT DISRICT

To Miami-Dade County, Florida:

The undersigned, Florida Community Bank, N.A., a National Banking Association, successor by Merger to Great Florida Bank, a Florida corporation, the Mortgagee under that certain Mortgage, Assignment of Leases and Rents and Security Agreement dated December 31, 2013 and recorded January 17, 2014, in Official Records Book 28994, Page 4735, as (i) modified by a Partial Release of Mortgage recorded July 21, 2014 in Official Records Book 29236, Page 3846; (ii) modified by a Mortgage Spreader Agreement dated September 16, 2014, recorded September 29, 2014 in Official Records Book 29326, Page 4235; (iii) modified by a Mortgage Spreader Agreement dated March 11, 2015, recorded March 13, 2015 in Official Records Book 29537, at Page 840; and (iv) amended and restated by an Amended and Restated Mortgage, Security Agreement, Assignment of Leases and Rents, and Fixture Filing, and Notice of Future Advance dated March 11, 2015, recorded March 13, 2015 in Official Records Book 29537, at Page 852; all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the Declaration of Restrictive Covenants dated as of December 1, 2014, executed by Hialeah Communities, LLC, a Florida limited liability company, and relating to Bonterra Community Development District (the "Declaration"). This joinder is executed for the purpose of acknowledging that the property described in the Declaration will be bound by the Declaration; 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 16th day of April, 2015.

Florida Community Bank, N.A.,
successor by Merger to Great Florida Bank

By: _____
Albert Fils, Senior Vice President

_____
Print or Type Name

_____
Print or Type Name

STATE OF FLORIDA)
) ss:
COUNTY OF BROWARD)

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that Albert Fils, as a Senior Vice President of Florida Community Bank, N.A., subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of and delivered the said instrument as the free and voluntary act of Florida Community Bank, N.A., and 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 16 day of April, 2015.

NOTARY PUBLIC
SEAL OF OFFICE:

MARILYN LLANA
Notary Public - State of Florida
My Comm. Expires Nov 13, 2018
Commission # FF 176253
Bonded through National Notary Assn

Notary Public, State of Florida

MARILYN LLANA

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

ADDENDUM TO PETITON TO ESTABLISH
BONTERRA COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Hialeah Communities, LLC, a Florida limited liability company ("Petitioner"), hereby submits this Addendum to the Petition dated December 18, 2014, to Establish the Bonterra 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]

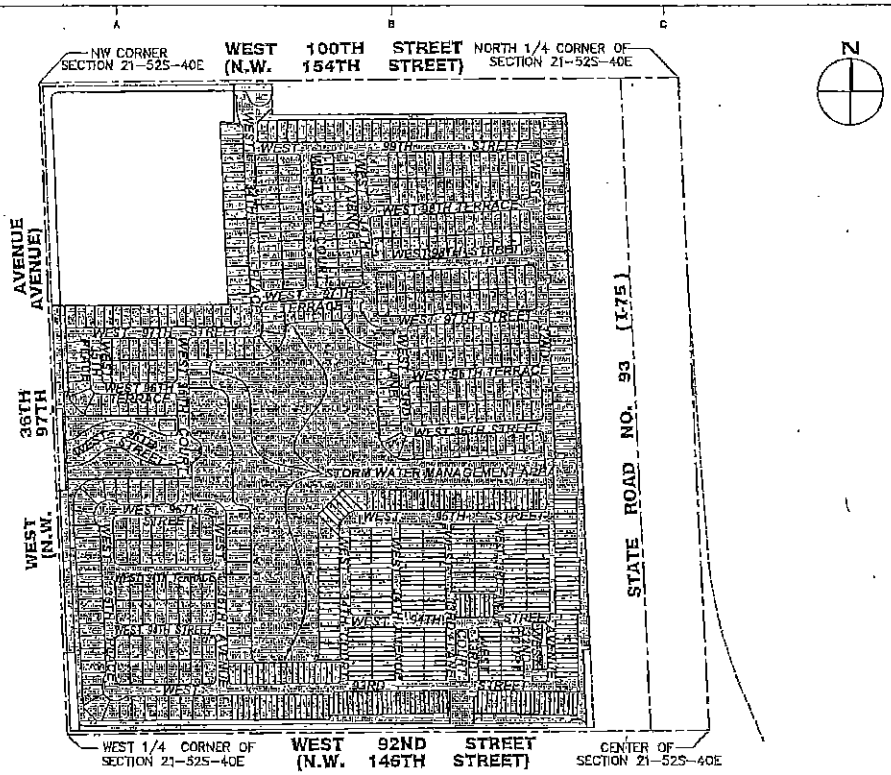
Respectfully submitted this 18th day of December, 2014.

HIALEAH COMMUNITIES, LLC, a Florida limited liability company

By: K. Lawrence Craig
Print: K. LAWRENCE CRAIG
Title: VP

{00010009.DOC v.1}

"EXHIBIT B to the Ordinance"
Metes and Bounds
Legal Description



LOCATION MAP
(NOT TO SCALE)
N.W. 1/4 OF SECTION 21-52-40. MIAMI-DADE, FLORIDA.

SURVEYOR'S NOTES:

1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
4) -North arrow direction and Bearings shown hereon are based on assumed value of N02°37'55"W, along the West Line of N.W. 1/4 of Section 21, Township 52 South, Range 40 East, as shown on the Section Sheet thereof of the Public Records of Miami-Dade County, Florida.
5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described hereon. I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6), Florida Administrative Code.

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

Date: OCTOBER 15, 2014.
Revision: 2-24-2015 (UPDATE TO SHOW PLAT GEOMETRY)

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

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LOCATION MAP AND SURVEYOR'S NOTES		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET 1	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 07A082-1010	OF 3 SHEETS	

LEGAL DESCRIPTION

Tracts 17, 18, 19, 20, 21, 22, 23, 24, less all Right-of-Way of Record and less Right-of-Way for State Road 93 (I-75), and Tracts 25, 26, 27, 28, 29, 30, 31 and 32, less all Right-of-Way of Record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof as recorded in Plat Book 2, Page 17, of the Public Records of Miami -Dade County, Florida, lying in Section 21, Township 52 South, Range 40 East, being more particularly described as follows:

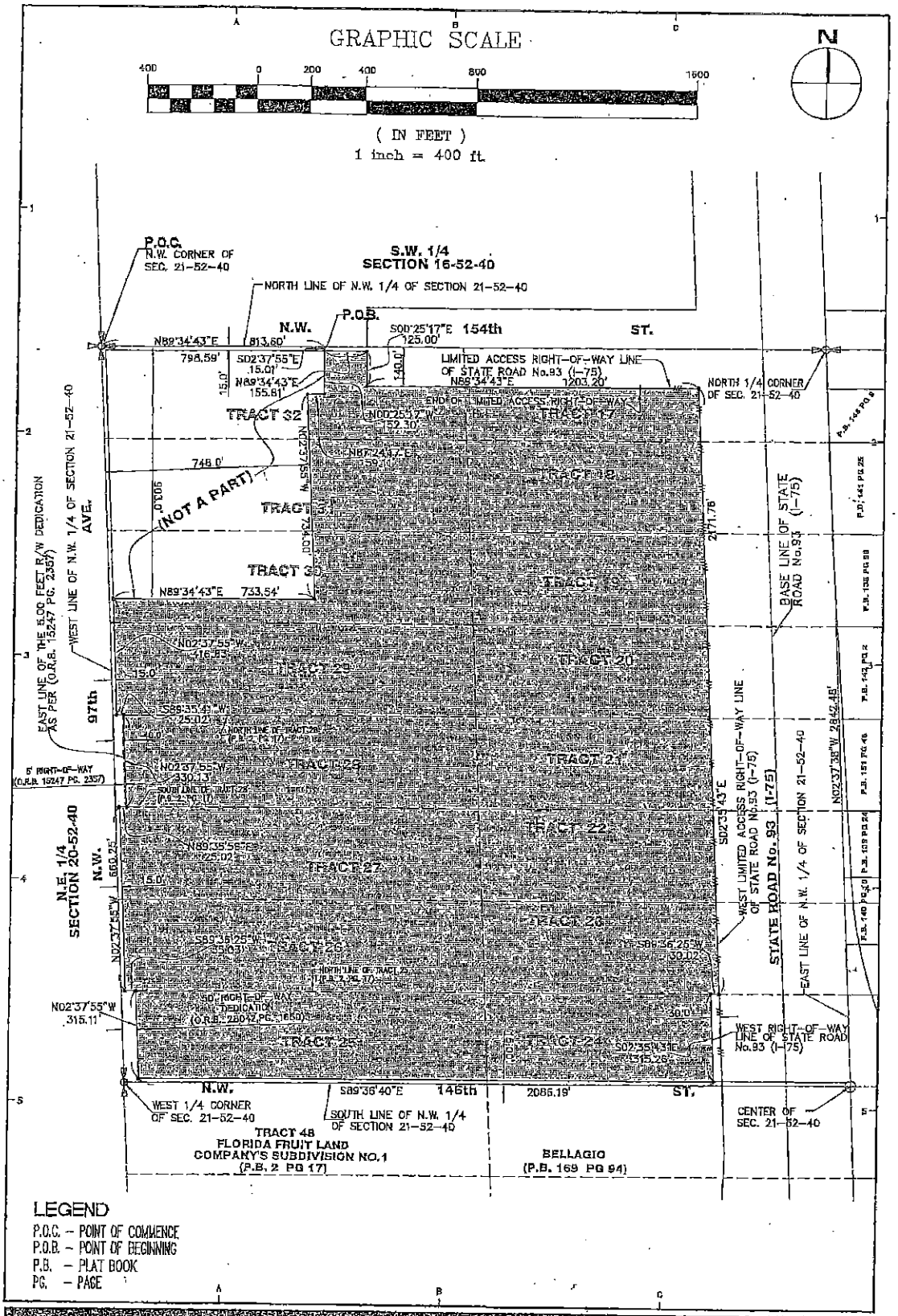
Commence at the Northwest corner of said Section 21, thence N89°34'43"E, along the North line of said Section 21, for a distance of 813.60 feet; thence S02°37'55"E for a distance of 15.01 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence N89°34'43"E along a line 15.00 feet South of and parallel with the North line of the Northwest 1/4 of said Section 21, for a distance of 155.81 feet, the next five (5) courses and distances being along the Right-of-Way line of State Road No. 93 (I-75) as shown on the F.D.O.T. Right-of-Way map Section 87075-2401, Sheet 1 thru 9; 1) thence S00°25'17"E for a distance of 125.00 feet ; 2) thence N89°34'43"E for a distance of 1203.20 feet; 3) thence S02°35'43"E for a distance of 2171.78 feet; 4) thence S89°36'25"W for a distance of 30.02 feet; 5) thence S02°35'43"E for a distance of 315.26 feet to its intersection with a line 15.00 feet North of and parallel with the South line of the Northwest 1/4 of said Section 21; thence S89°36'40"W along the last described line, for a distance of 2086.19 feet to its intersection with a line 50.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 50.00 feet Right-of-Way dedication as recorded in Official Records Book 28042, page 1650 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 315.11 feet to its intersection with the North line of said Tract 25; thence S89°36'25"W, along said North line for a distance of 35.03 feet to its intersection with a line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W along the last described line for a distance of 660.25 feet to its intersection with the South line of said Tract 28; thence N89°35'56"E, along said South line of Tract 28 for a distance of 25.02 feet to its intersection with a line 40.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21, said line also being the Easterly line of a 5.00 feet Right-of-Way dedication as recorded in Official Records Book 15247, page 2357 of the Public Records of Miami-Dade County, Florida; thence N02°37'55"W along the last described line for a distance of 330.13 feet to its intersection with the North line of said Tract 28; thence S89°35'41W, along the North line of said Tract 28 for a distance of 25.02 feet to its intersection with the said line 15.00 feet East of and parallel with the West line of the Northwest 1/4 of said Section 21; thence N02°37'55"W, along the last described line for a distance of 416.83 feet to a line 903.00 feet South of and parallel with the North line of Northwest 1/4 of said Section 21 ; thence N89°34'43"E, along said parallel line for a distance of 733.54 feet to a line 748.00 feet East of and parallel with the West line of Northwest 1/4 of said Section 21; thence N02°37'55"W, along said parallel line for a distance of 734.00 feet; thence N87°24'17"E for a distance of 59.11 feet; thence N00°25'17"E for a distance of 152.30 feet to the POINT OF BEGINNING.

Containing 4,776,253.47 S.F. or 109.64 Acres more or less.

REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R.	DATE: 10-15-2014	SHEET	2
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 07A082-1010		of 3 SHEETS

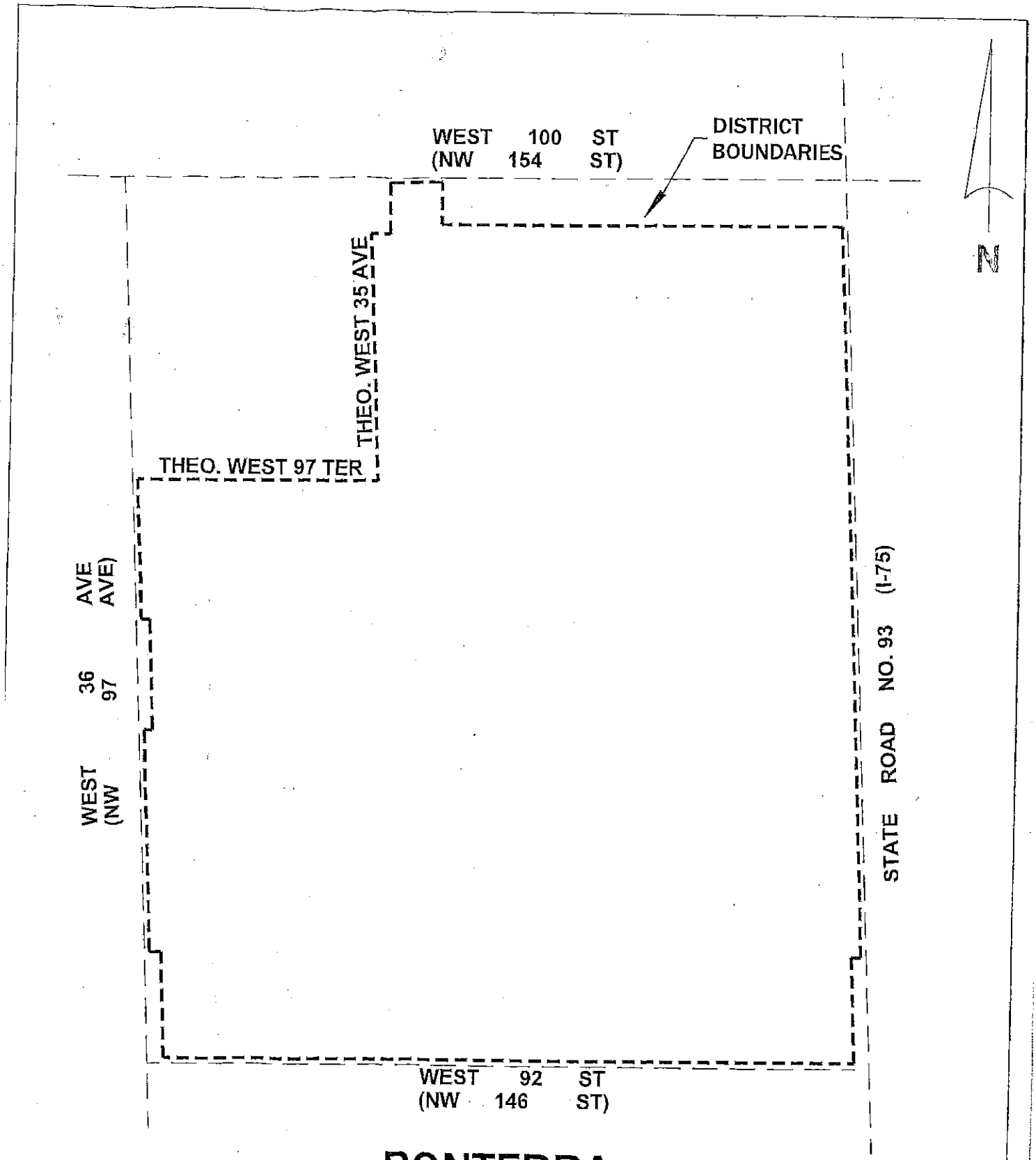


REVISED BONTERRA / CDD BOUNDARY

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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	SKETCH TO ACCOMPANY EASEMENT LEGAL DESCRIPTION		
PREPARED FOR:	CC DEVCO, LLC		
DRAWN BY: E.R	DATE: 10-15-2014	SHEET: 3 OF 3 SHEETS	
ENG. CHECKED BY:	SCALE: 1" = 400'		
CHECKED BY:	PROJECT No: 07A082-1010		

"EXHIBIT C to the Ordinance"
Location Map



BONTERRA

COMMUNITY DEVELOPMENT DISTRICT

(COMM.0012)
SECTION: 21- 52- 40

EXHIBIT "C" TO THE ORDINANCE