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

Memorandum

MIAMI-DADE COUNTY

Date: (Public Hearing 03-18-08)
February 19, 2008

Agenda Item No. 5(E)

Ordinance 08-33

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Ordinance Expanding the Boundaries of the South Kendall Community Development District (Commission District No. 9)

Recommendation

It is recommended that the Board of County Commissioners (BCC) adopt the attached Ordinance expanding the boundaries of the South Kendall Community Development District (CDD), lying wholly within unincorporated Miami-Dade County, from 40.32 acres to 52.98 acres, an increase of approximately 12.66 acres, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands of the expansion area within the jurisdiction of the CDD.

Scope

This CDD is located within Commission District 9 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD. The expanded CDD will encompass a total of 581 townhouse units for a total infrastructure cost of approximately $4.746 Million.

Fiscal Impact/Funding Source

Expansion of the South Kendall Community Development District will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County. Upon adoption of this Ordinance, CDD costs to purchasers of new dwelling units within the expanded area will exceed the amount paid by individual owners within the original CDD boundary.

Track Record/Monitor

Special taxing districts have been created to maintain this development's infrastructure and open common areas, including the expansion area, should the Homeowners Association or CDD be dissolved or fails to fulfill its maintenance obligations. The special taxing districts will remain dormant until such time as Miami-Dade County determines to implement them.

Background

The South Kendall Community Development District was created by the BCC on May 25th, 2004, pursuant to Ordinance No. 04-107. The CDD currently encompasses 40.32 acres with approximately $3.597 Million in infrastructure costs servicing a projected 434 townhouse units. Development within the expanded boundary will provide 147 additional townhouse units, and infrastructure improvements costing approximately $1.149 Million and covering an additional 12.66 acres. Upon adoption of the attached Ordinance, the South Kendall Community Development District as amended will provide $4.746 Million in infrastructure improvements, and 581 townhouse units encompassing a total of 52.98 acres. The petition has provided consent documentation from individual owners of dwelling units within the expansion area agreeing to the proposed CDD boundary expansion.

A declaration of restrictive covenants for the expansion area has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the 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.

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

The roads and other infrastructure related to this development are both public and private and will be maintained by Miami-Dade County and the CDD.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: March 18, 2008

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

SUBJECT: Agenda Item No. 5(E)

Please note any items checked.

_____	**"4-Day Rule" ("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**
_____	**Bid waiver requiring County Manager's written recommendation**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**Housekeeping item (no policy decision required)**
✓	**No committee review**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(E)
03-04-08

ORDINANCE NO. **08-33**

ORDINANCE GRANTING PETITION OF SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT" OR "PETITIONER") TO EXPAND THE BOUNDARIES OF THE DISTRICT ESTABLISHED BY ORDINANCE NO. 04-107; 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 Chapter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting of May 25, 2004, the Board of County Commissioners of Miami-Dade County adopted Ordinance No. 04-107, establishing the South Kendall Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District may petition and the Board of County Commissioners has the authority to expand the boundaries of a community development district within its jurisdiction; 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 Sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition to Expand the District Boundaries are true and correct; and

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

WHEREAS, the area of land to be included in the expansion of the district boundaries is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community; and

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

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

WHEREAS, the area that will be served by the District, as the boundaries of the District are expanded, is amenable to separate special-district government; and

WHEREAS, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units within the expansion area 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,

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

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

Section 2. The Petition to Expand the Boundaries of the South Kendall Community Development District to include the real property described in the petition attached hereto, which was filed by the District on September 10, 2007, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit "A."

Section 3. The external boundaries of the District as expanded are contiguous, and shall be depicted on the location map and legal description attached hereto and incorporated herein as Exhibit "B."

Section 4. The current members of the Board of Supervisors are as follows:

Miguel Avila

Beysi Orbea

Tracy Pedrouzo

Brian Mulqueen

Section 5. The name of the expanded District shall remain "South Kendall Community Development District."

Section 6. Notwithstanding any power granted to the South Kendall Community Development District pursuant to this Ordinance or Ordinance No. 04-107, 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 7. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 04-107.

Section 8. 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 9. 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 10. 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: **March 18, 2008**

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

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

_____/

PETITION TO EXPAND BOUNDARIES OF COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the South Kendall Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District") and the Miami-Dade County Charter by Ordinance No. 04-107 of Miami-Dade County, Florida (the "County") adopted on May 25, 2004 (the "Ordinance") hereby petitions the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 40.32 acres are currently within the external boundaries of the District.

2. That the Board desires to expand the boundaries of the District by adding approximately 12.66 acres as legally described on Exhibit A-1. Following such expansion of the

EXHIBIT "A" TO THE ORDINANCE

District's boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of the Miami-Dade County unincorporated area.

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

4. That annexed hereto as Exhibit A-2 and made a part hereof is a metes and bounds description of the external boundaries of the District following the proposed expansion of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

5. That annexed hereto as Exhibit B is the proposed timetable for construction of any District services to the area to be newly included in the District and the estimated cost of constructing the proposed services.

6. That annexed hereto as Exhibit C and made a part hereof is evidence of the written consent to the inclusion of its property in the District by the owner (directly or as attorney in fact) of one hundred percent (100%) of the real property to be newly included within the District.

7. That annexed hereto as Exhibit D and made a part hereof is a designation of the future general distribution, location, and extent of public and private uses of land proposed for the area to be included in the District by the future land use plan element of the effective local government comprehensive plan.

8. That annexed hereto as Exhibit E and made a part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.

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

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

WHEREFORE, Petitioner, the Board of Supervisors of the South Kendall Community Development District, hereby respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant the petition for the expansion of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

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

RESPECTFULLY SUBMITTED this 31 day of January, 2007.

SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Greg Mcpherson
Title: Chairman

NOTARY PUBLIC STATE OF FLORIDA
GWENDOLIN MERCADO
MY COMMISSION # DD 276326
EXPIRES: January 1, 2008
1-800-3-NOTARY FL Notary Discount Assoc. Co.

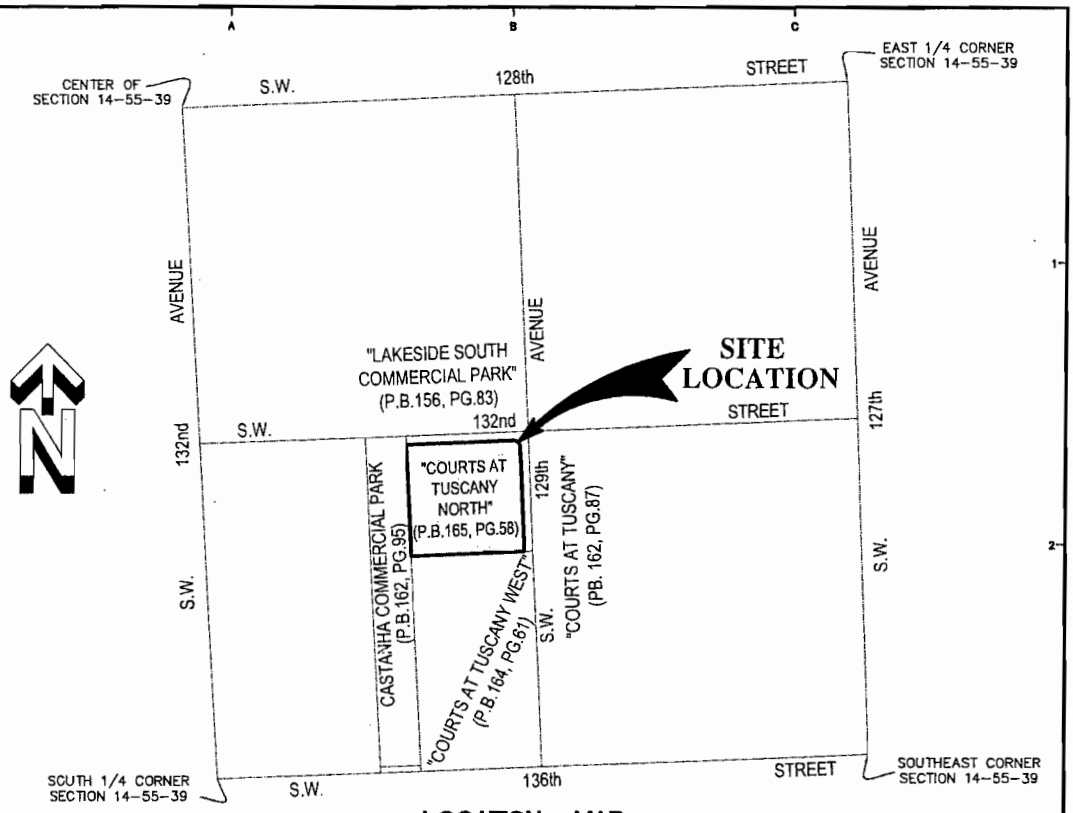
STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31 day of January, 2007, by Greg Mcpherson the Chairman of the BOARD OF SUPERVISORS OF SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [✓] or produced _____ as identification.

_____
Notary Public
Gwendolin Mercado
Typed, printed or stamped name of Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. L.B. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1	
DWG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 05B069-5801	OF 2 SHEETS	

LEGEND:

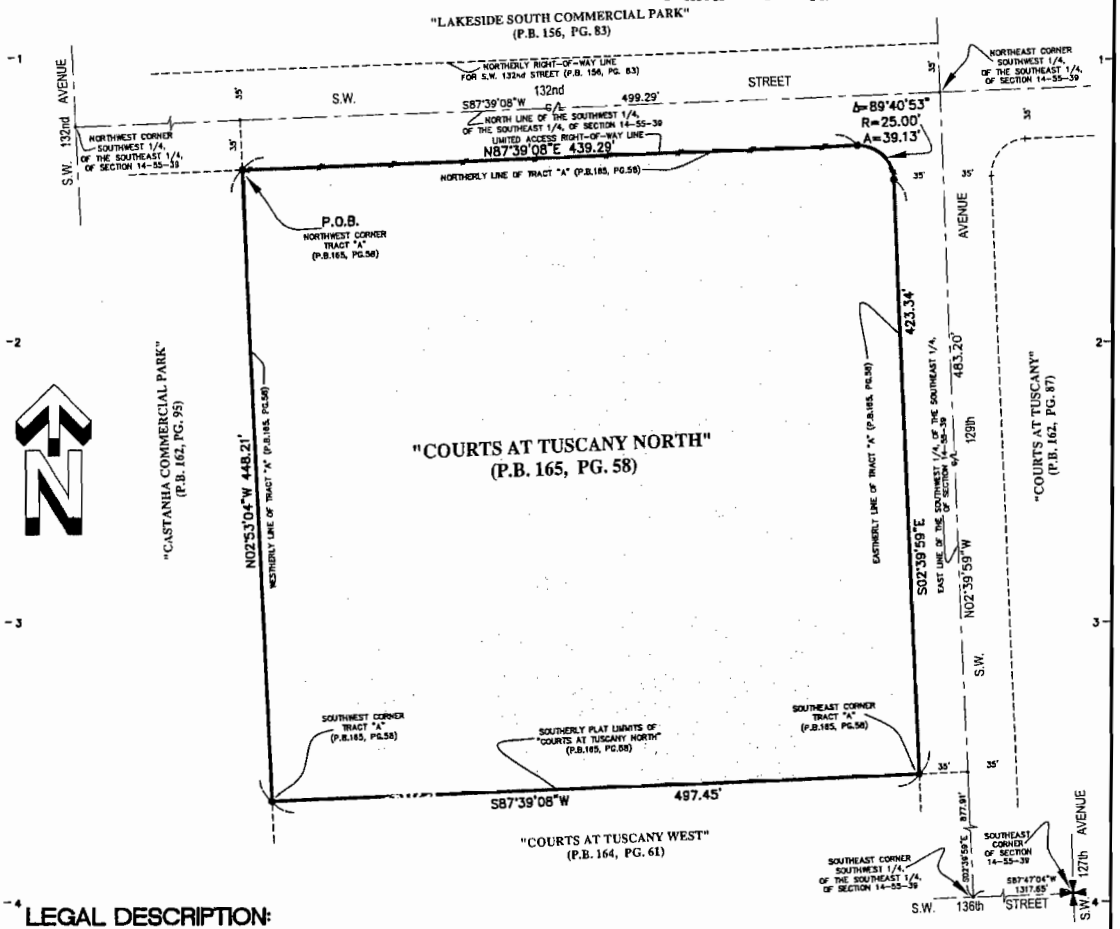
P.O.B. = Point of Beginning
P.O.C. = Point of Commence
P.B. = Plat Book
PG. = Page

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)

1 inch = 100 ft.



LEGAL DESCRIPTION:

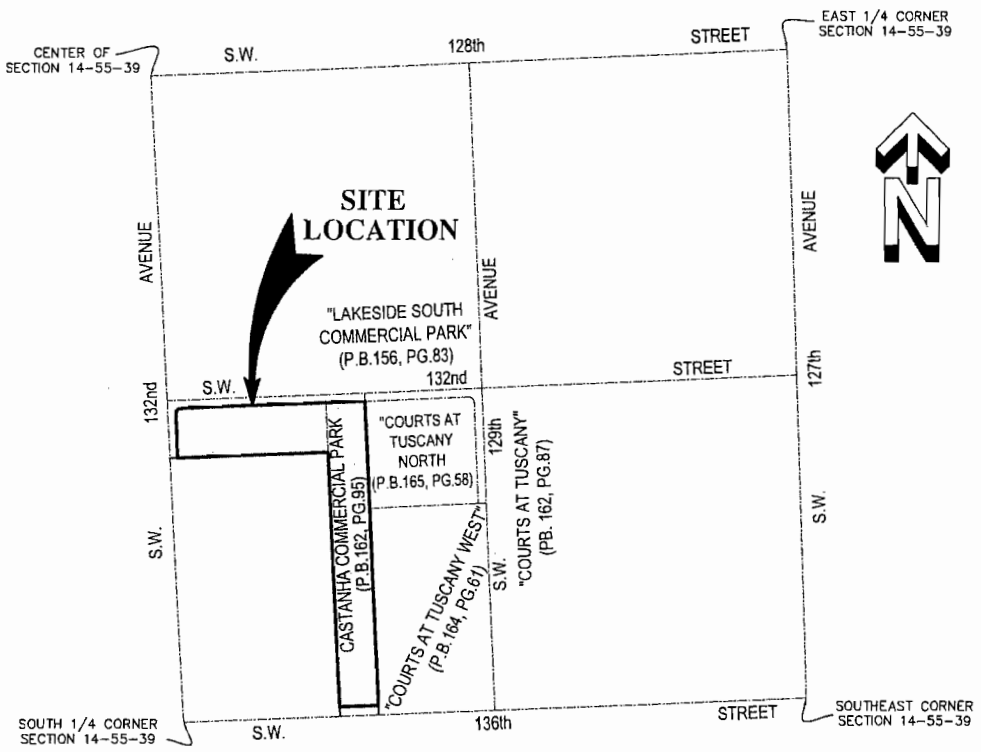
All of "COURTS AT TUSCANY NORTH", according to the plat thereof, as recorded in Plat Book 165, at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described by "meets and bounds" as follows:

BEGIN at the Northwest Corner of Tract "A", of said Plat of "COURTS AT TUSCANY NORTH"; the next described three (3) courses and distance being along the Northerly, Northeasterly and Easterly Line of said Tract "A"; 1) thence N87deg39min08secE for a distance of 439.29 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 2) thence Easterly, Southeasterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg40min53sec for an arc distance of 39.13 feet to a point of tangency; 3) thence S02deg39min59secE for a distance of 423.34 feet to the Southeast Corner of said Tract "A"; thence S87deg39min08secW, along the Southerly Line of said Tract "A" and along the Southerly Line of Blocks 1 and 2 of said Plat of "COURTS AT TUSCANY NORTH", for a distance of 497.45 feet to the Southwest Corner of said Tract "A"; thence N02deg53min04secW, along the Westerly Line of said Tract "A", for a distance of 448.21 feet to the POINT OF BEGINNING. Contaning 207,514.20 Square Feet or 4.76 Acres more or less.

COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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, LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2	
DWG. CHECKED BY:	SCALE: 1" = 100'	OF 2 SHEETS	
CHECKED BY:	PROJECT No: 05B069-5801		



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 orrow direction and Bearings shown hereon are based on an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. L.B. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1	
DWG. CHECKED BY:	SCALE: AS SHOWN	OF 4 SHEETS	
CHECKED BY:	PROJECT No: 05B069-5801		

LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida, and the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4, less the Southerly 209.00 feet thereof of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

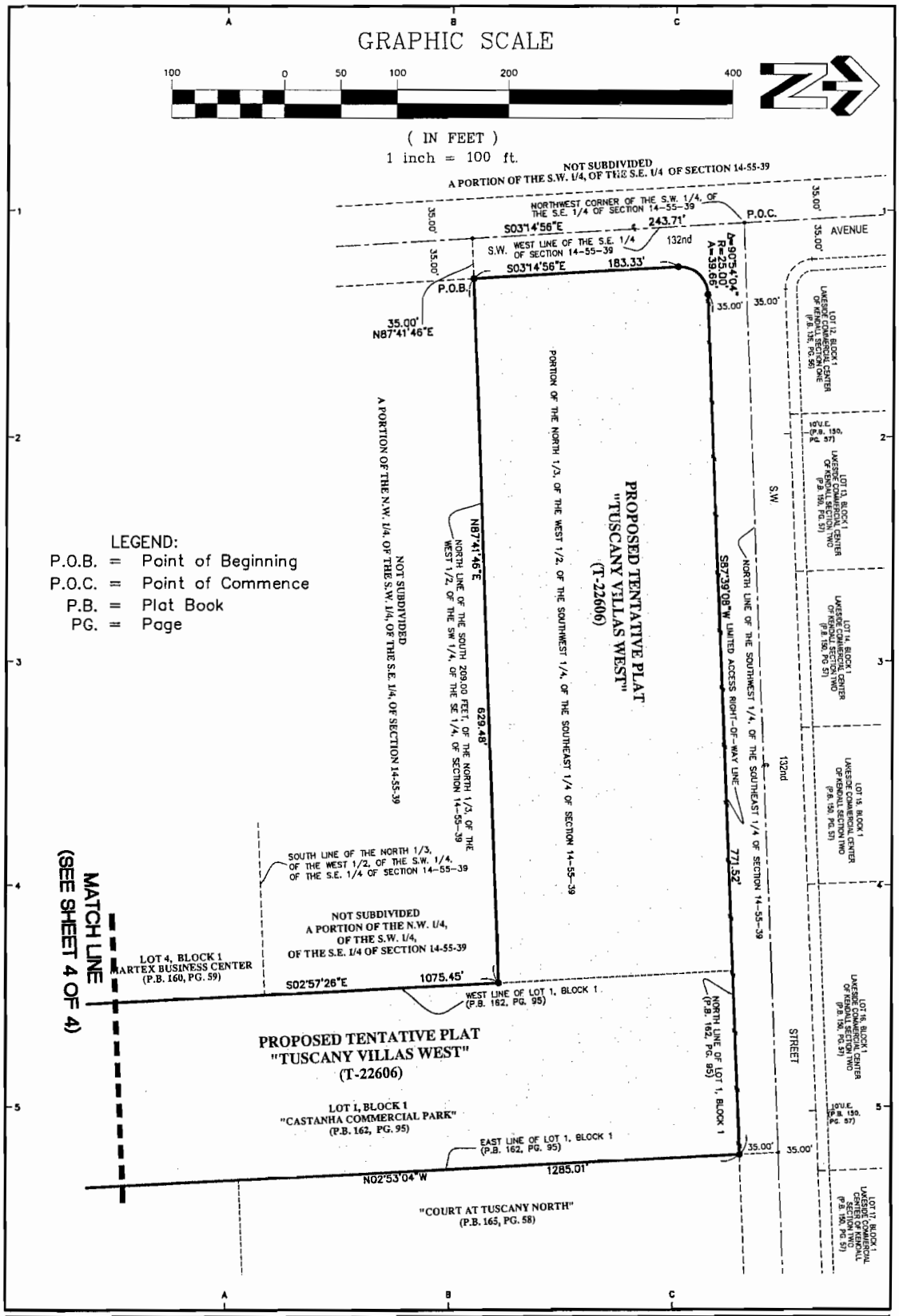
COMMENCE at the Northwest Corner of the Southwest 1/4, of the Southeast 1/4 of said Section 14; thence S03deg14min56secE, along the West Line of the Southeast 1/4 of said Section 14 for a distance of 243.71 feet; thence N87deg41min46secE for a distance of 35.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N87deg41min46secE, along the North Line of the South 209.00 feet of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 629.48 feet to a point on the West Line of said Lot 1; thence S02deg57min26secE, along the West Line of said Lots 1 and 2, for a distance of 1075.45 feet to the Southwest Corner of said Lot 2; thence N87deg47min04secE, along the Southerly Line of said Lot 2, said line being coincident with the North Right-of-way Line of S.W. 136th Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 164.76 feet to the Southeast Corner of said Lot 2; thence N02deg53min04secW, along the Easterly Line of said Lots 1 and 2, for a distance of 1285.01 feet to the Northeast Corner of said Lot 1; thence S87deg39min08secW, along the North Line of said Lot 1 and its Westerly Prolongation, said line being coincident with the South Right-of-way Line of S.W. 132nd Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 771.52 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg54min04sec for an arc distance of 39.66 feet to a point of tangency; thence S03deg14min56secE, along a line 35.00 feet East of and parallel with the said West Line of the Southeast 1/4 of said Section 14, for a distance of 183.33 feet to the POINT OF BEGINNING.

Containing 344,214.94 Square Feet or 7.90 Acres more or less.

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 05B069-5801		



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PH. (305) 477-6472
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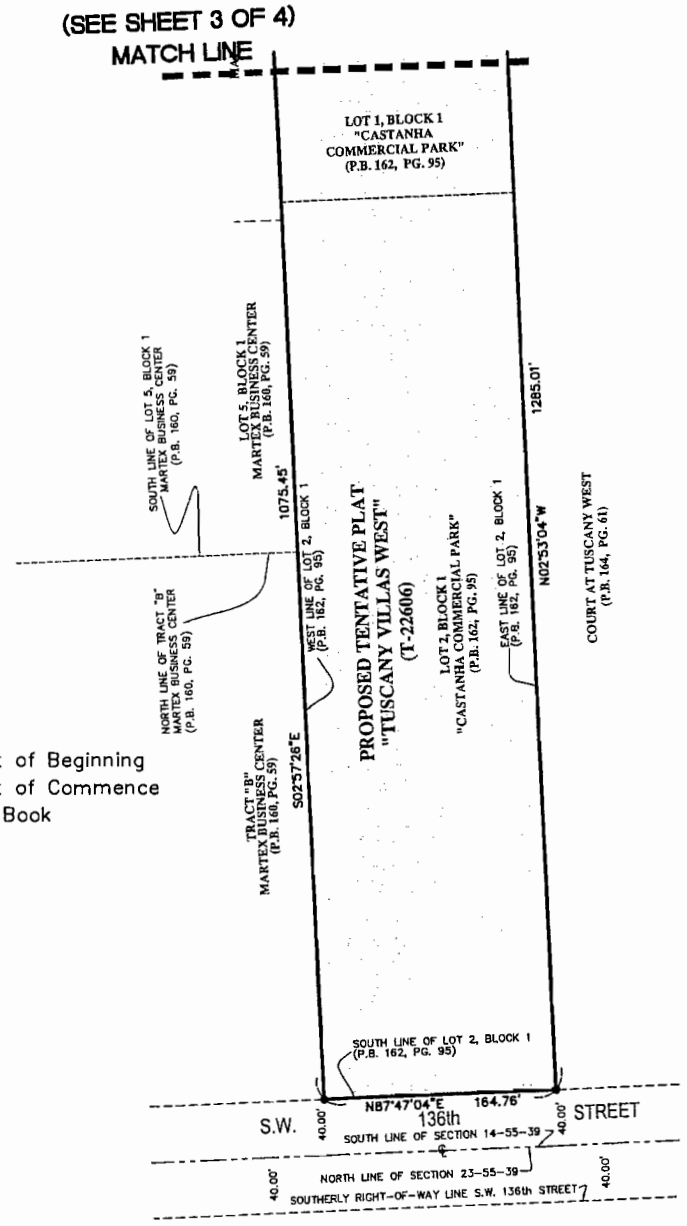
TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 3	
DWG. CHECKED BY:	SCALE: 1" = 100'	OF 4 SHEETS	
CHECKED BY:	PROJECT No: 05B069-5801		

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



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P.O.C. = Point of Commence
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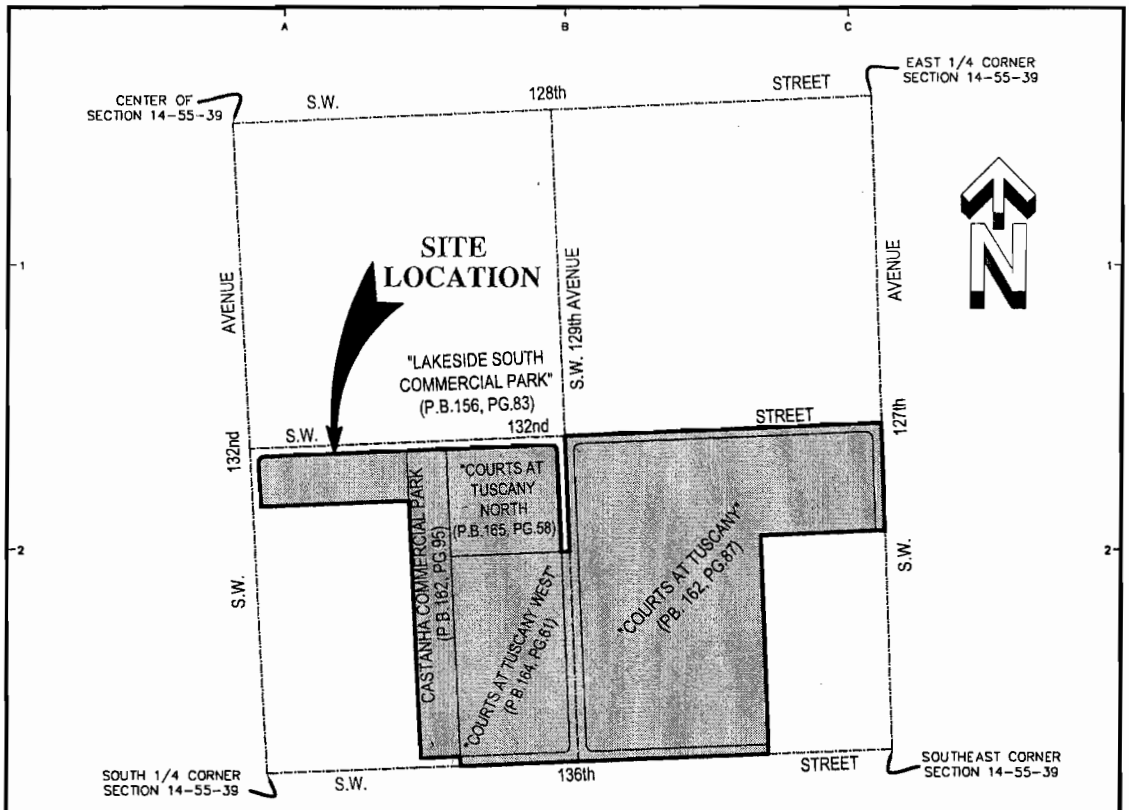
TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION AND LEGEND		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 4
DWG. CHECKED BY:	SCALE: 1" = 100'	OF 4 SHEETS
CHECKED BY:	PROJECT No: 05B069-5801	

EXHIBIT A-2

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. L.B. #6557

Date: NOVEMBER 8, 2006.
Revised 1: OCTOBER 18, 2007.
(REVISED BOUNDARY AND LEGAL)

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

TUSCANY - CDD (OVERALL)

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1
DWG. CHECKED BY:	SCALE: AS SHOWN	OF 8 SHEETS
CHECKED BY:	PROJECT No: 05B069-5801	

LEGAL DESCRIPTION:

All of "COURTS AT TUSCANY NORTH", according to the plat thereof, as recorded in Plat Book 165, at Page 58 of the Public Records of Miami-Dade County, Florida.

AND

All of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida.

AND

A portion of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4, less the Southerly 209.00 feet thereof of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described by Meets and Bounds as follows:

BEGIN at the Northwest Corner of Lot 1, Block 1, of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida; thence S02deg57min26secE, along the Westerly Line of said Lot 1, for a distance of 209.20 feet; thence S87deg41min46secW, along the North Line of the South 209.00 feet of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 629.48 feet; thence N03deg14min56secW, along a line 35.00 feet East of and parallel with the West Line of the Southeast 1/4 of said Section 14, for a distance of 183.33 feet to a point of curvature of a circular curve to the right, concave to the Southeast; thence Northerly, Northeasterly and Easterly, along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg54min04sec for an arc distance of 39.66 feet to a point of tangency; thence N87deg39min08secE, along a line 35.00 feet South of and parallel with the North Line of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 605.14 feet to the POINT OF BEGINNING.

AND

The Southeast 1/4 of the Southeast 1/4 of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida.

LESS

Begin at the Southeast Corner of the Southeast 1/4 of the Southeast 1/4 of said Section 14; thence run South 87°47'04" West along the South Line of the Southeast 1/4 of said Section 14 for a distance of 525.83 feet to a point; thence run North 02°20'51" West for a distance of 914.91 feet to a point; thence run North 87°39'09" East along a line 448.00 feet South of and parallel with the North Line of the Southeast 1/4 of the Southeast 1/4 of said Section 14, for a distance of 530.00 feet to a point; thence run South 02°05'11" East along the East Line of the Southeast 1/4 of said Section 14, for a distance of 916.13 feet to the Point of Beginning.

AND

The East 3/4 of the East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, Less the North 483.19 feet thereof.

All of the above described lands contoining 2,308,193.86 Square Feet or 52.98 Acres more or less.

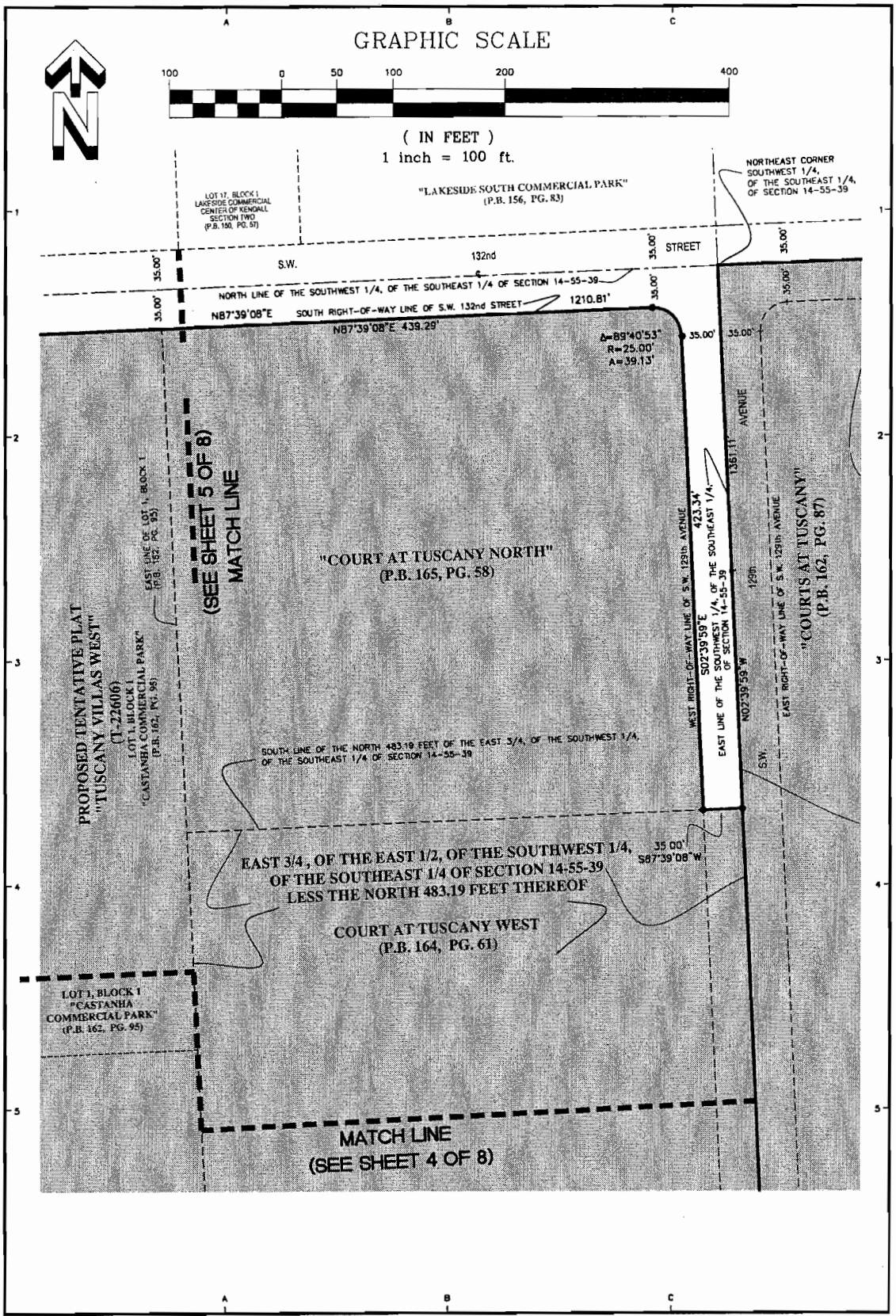
LEGEND:

P.O.B. = Point of Beginning P.B. = Plat Book
P.O.C. = Point of Commence PG. = Page

TUSCANY - CDD (OVERALL)

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

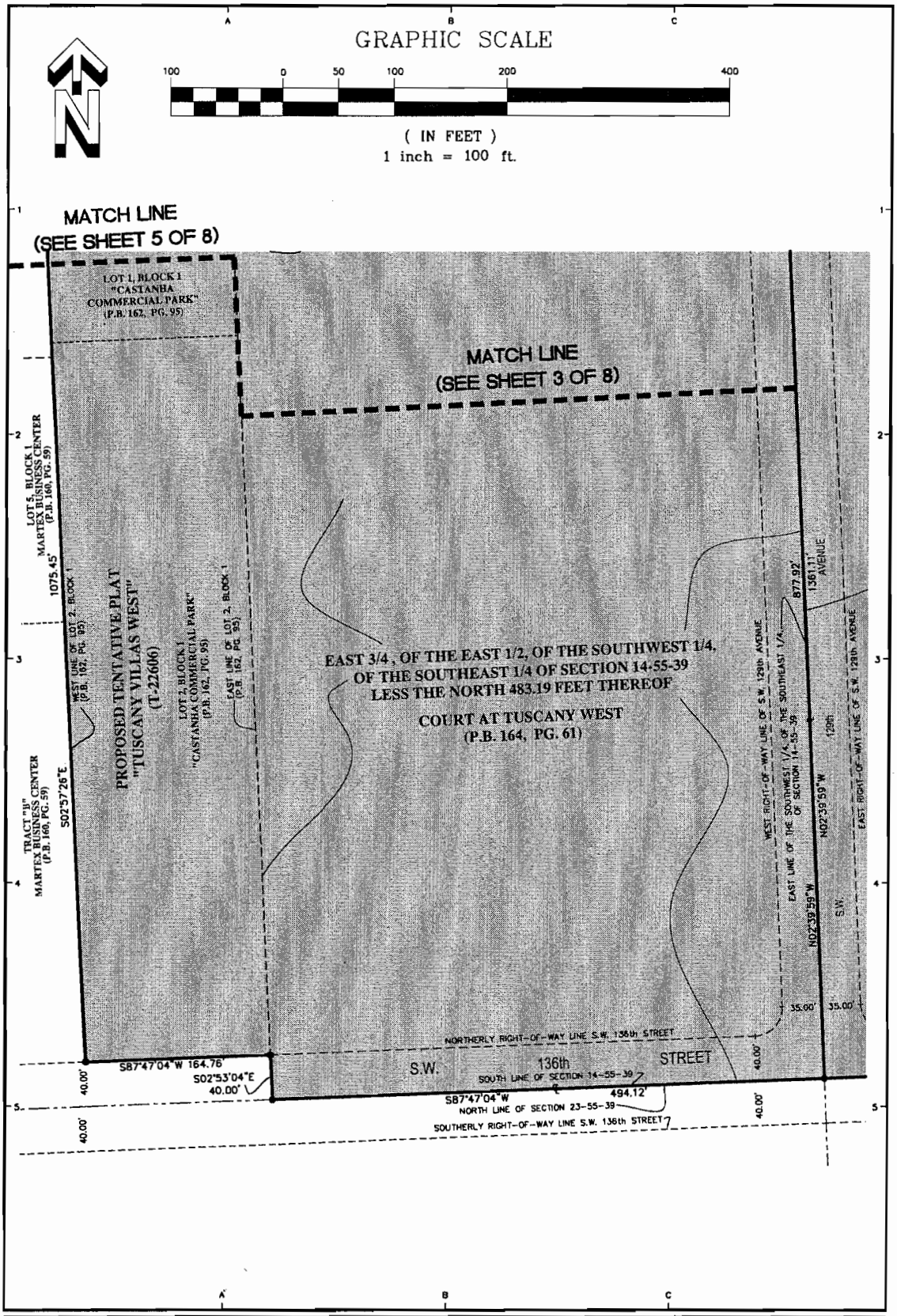
TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH
PREPARED FOR:	LENNAR HOMES, INC.
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.
DWG. CHECKED BY:	SCALE: N/A
CHECKED BY:	PROJECT No: 05B069-5801
SHEET:	2 OF 8 SHEETS



TUSCANY - CDD (OVERALL)

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

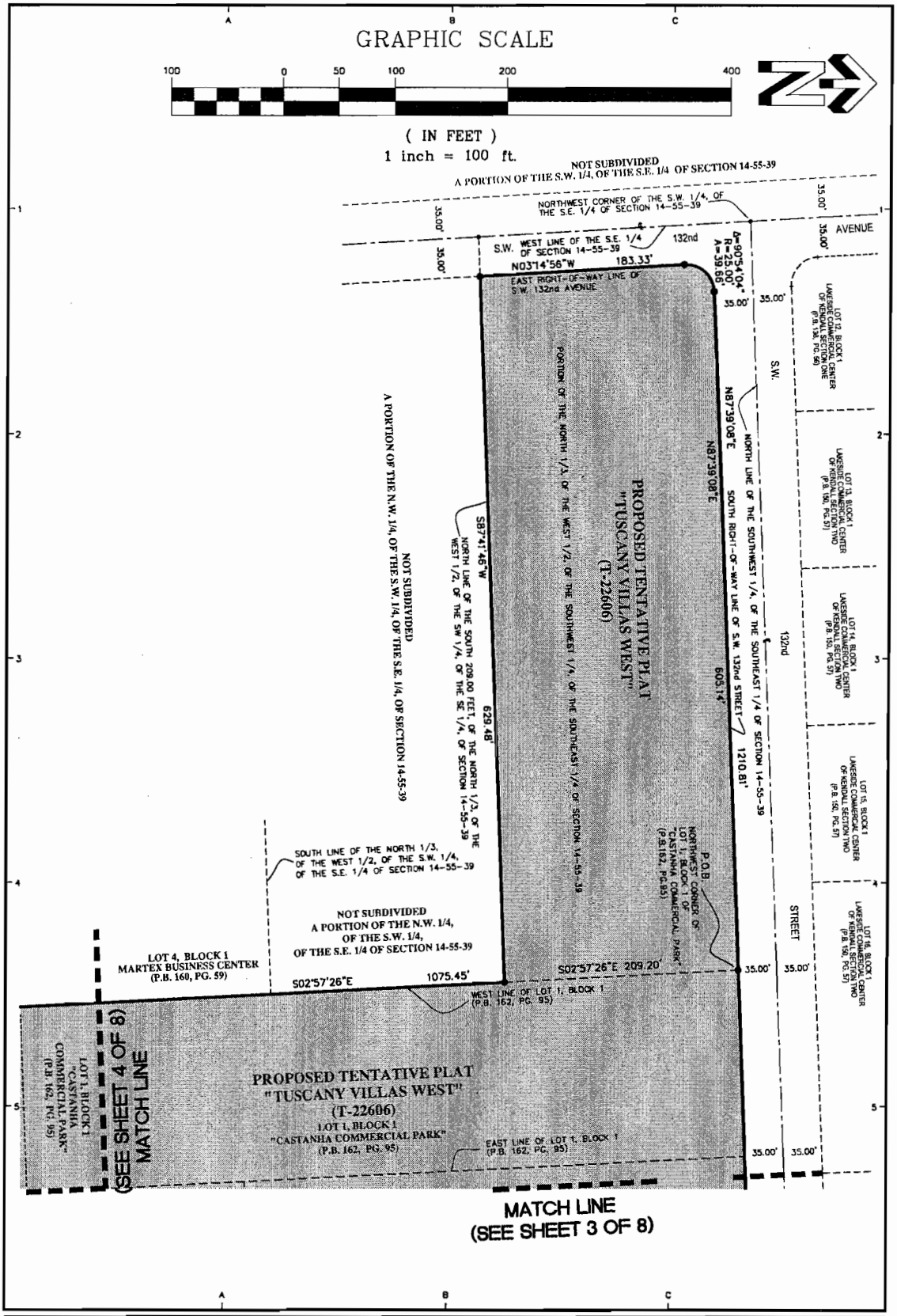
TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 3
CHKD. CHECKED BY:	SCALE: 1" = 100'	OF 8 SHEETS
CHECKED BY:	PROJECT No: 05B069-5801	



TUSCANY - CDD (OVERALL)

FORD, ARMENTEROS & MANUCY, 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 LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 4
CHKD. CHECKED BY:	SCALE: 1" = 100'	OF 8 SHEETS
CHECKED BY:	PROJECT No: 05B069-5801	



TUSCANY - CDD (OVERALL)

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

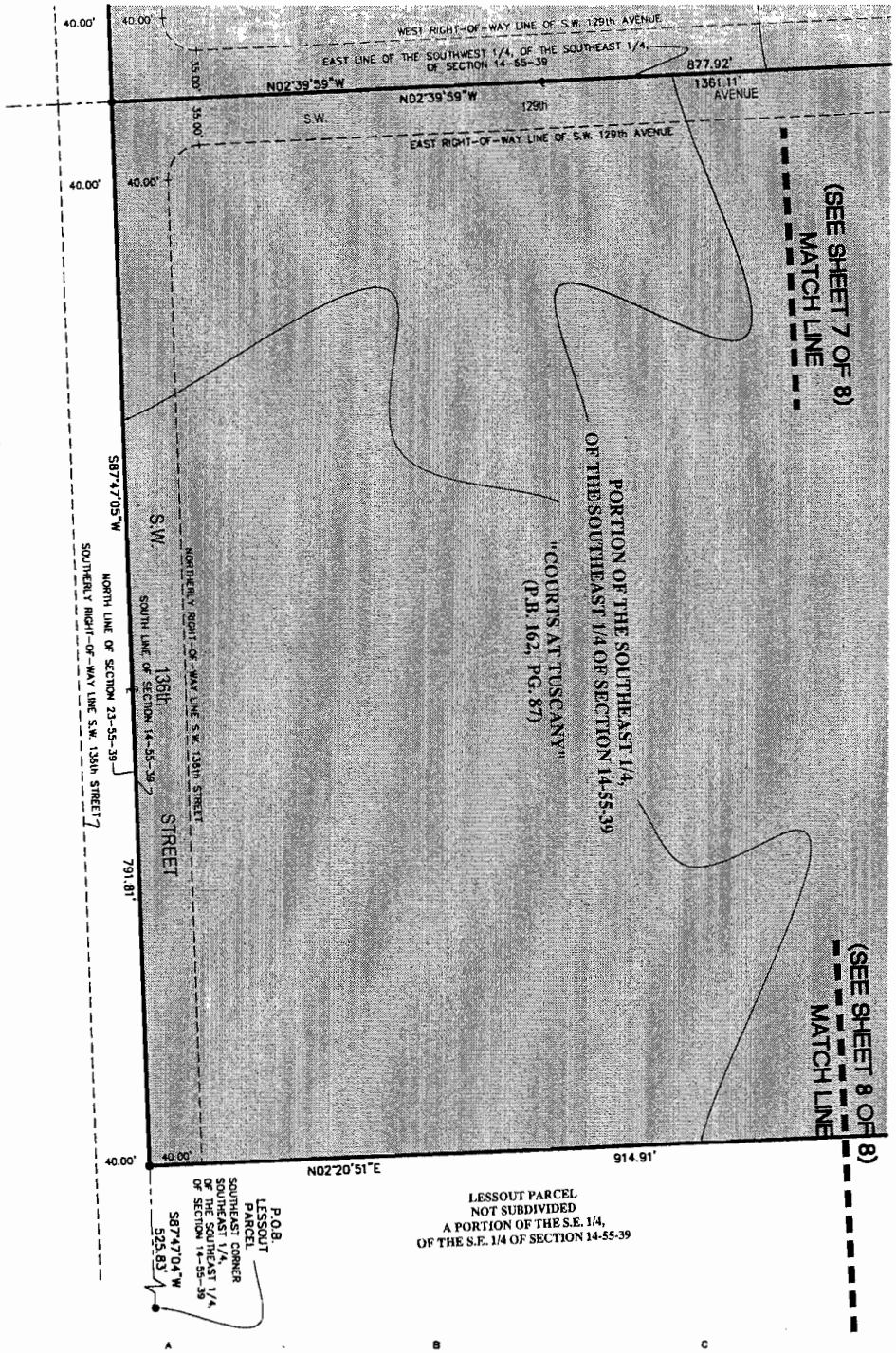
TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION
SHEET NAME:	SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PREPARED FOR:	LENNAR HOMES, INC.
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.
DWG. CHECKED BY:	SCALE: 1" = 100'
CHECKED BY:	PROJECT No: 05B069-5801
SHEET:	5 OF 8 SHEETS

24

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.

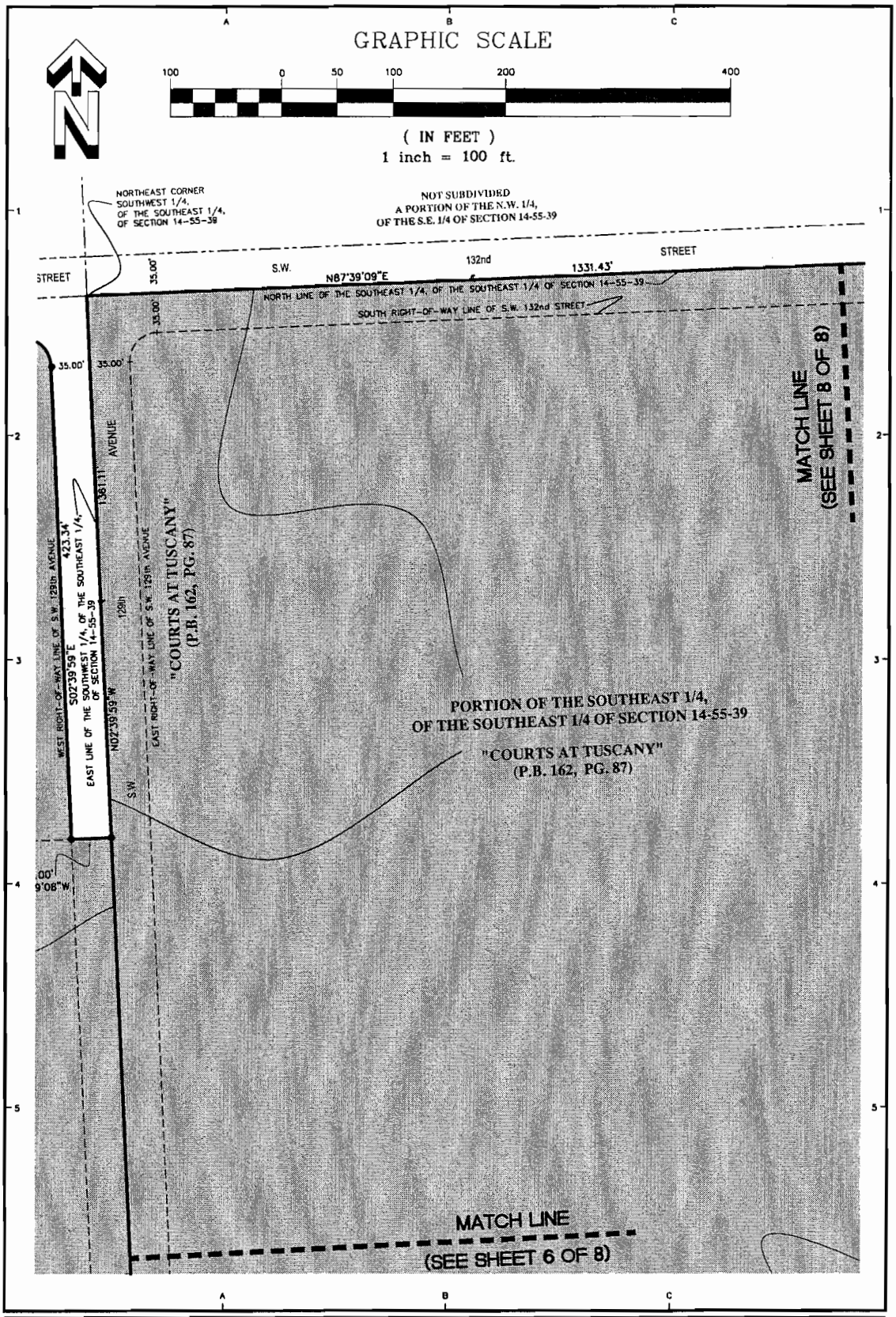


TUSCANY - CDD (OVERALL)

FORD, ARMENTEROS & MANUCY, 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 LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 6 OF 8 SHEETS
DWG. CHECKED BY:	SCALE: 1" = 100'	
CHECKED BY:	PROJECT No: 05B069-5801	

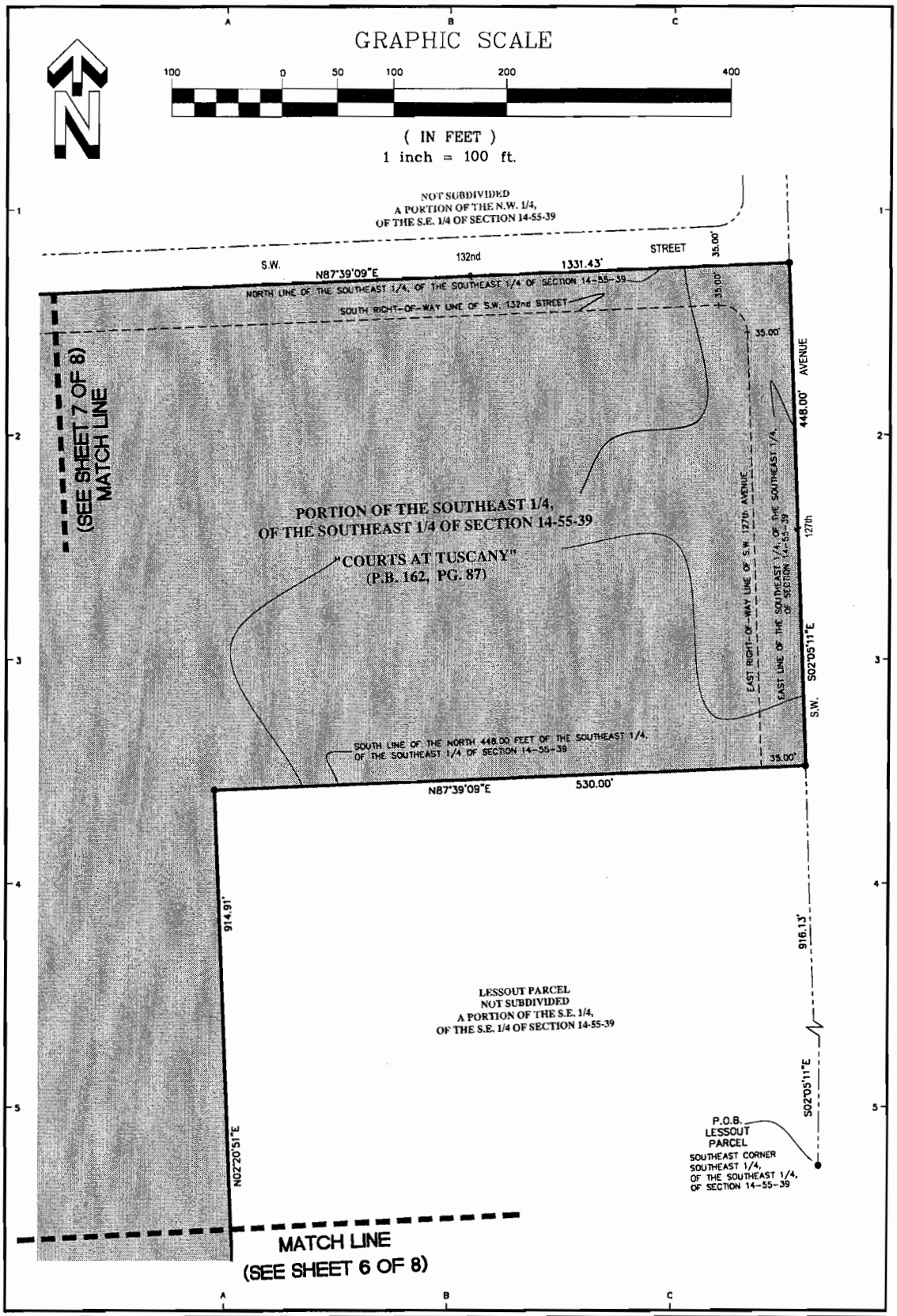
25



TUSCANY - CDD (OVERALL)

FORD, ARMENTEROS & MANUCY, 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 LEGAL DESCRIPTION		
PREPARED FOR: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 7
DWG. CHECKED BY:	SCALE: 1" = 100'	OF 8 SHEETS
CHECKED BY:	PROJECT No: 05B069-5801	



TUSCANY - CDD (OVERALL)

FORD, ARMENTEROS & MANUCY, 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 LEGAL DESCRIPTION
PREPARED FOR:	LENNAR HOMES, INC.
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.
CHKD. CHECKED BY:	SCALE: 1" = 100'
CHECKED BY:	PROJECT No: 05B069-5801

SHEET: 8 OF 8 SHEETS

EXHIBIT B

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

IMPROVEMENTS	COST ESTIMATE	START CONSTRUCTION	COMPLETE CONSTRUCTION
Surface Water Management	$415,317.01	07-13-06	01-09-07
Water Distribution System	$271,427.01	06-14-06	02-28-07
Wastewater Collection System	$274,575.00	07-10-06	01-31-07
Roadway Improvements	$187,731.50	08-21-06	03-26-07

EXHIBIT C

EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF
SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

On this 1 day of November 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Monika Peets who, after being duly sworn, deposes and says:

1. Affiant, Monika Peets is the ~~manager~~ Asst Vice Pres of GMAC Model Home Finance, a Delaware limited liability company (the "Company").

2. The Company is the fee title 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 Companyr, including the Petition Pursuant to Section 190.046(1), Florida Statutes, To Expand the Boundaries of the South Kendall Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 12.66 acres of real property located in unincorporated Miami-Dade County, Florida.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 1 day of November, 2006.

By: _____

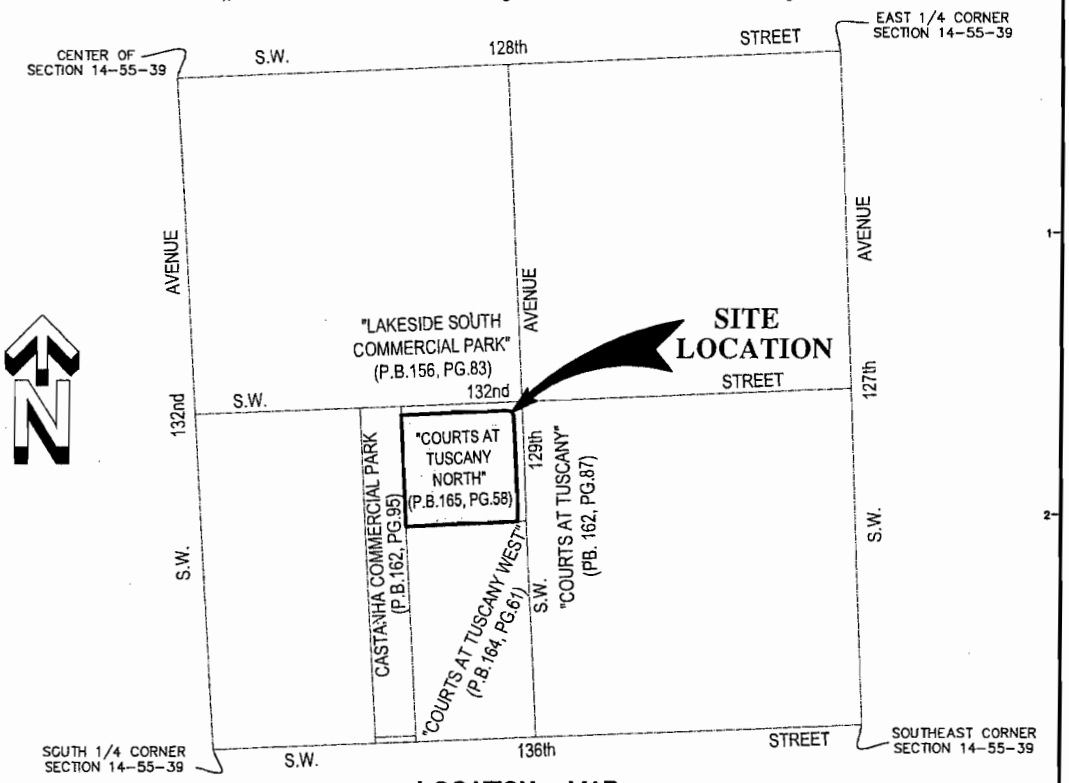
By: Monika Peets
Name:
Title: Assistant Vice President

STATE OF ~~FLORIDA~~ Virginia)
) SS:
COUNTY OF Henrico)

The foregoing instrument was acknowledged before me this 1 day of November, 2006, by Monika Peets, as Asst Vice Pres. of GMAC Model Home Fina Delaware LLC, the Asst Vice Pres of GMAC Model Home Finance a Delaware LLC, on behalf of the company. He/she is personally known to me [ ] or produced _____ as identification.

Commission Exp 04/30/2008 Nicole Kemp
Notary Public
Nicole Kemp
Typed, printed or stamped name of Notary Public
originally commissioned as Nicole Borkin

Exhibit "A"
to Exhibit "C"



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. LB. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1 OF 2 SHEETS	
DRG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 05B069-5801		

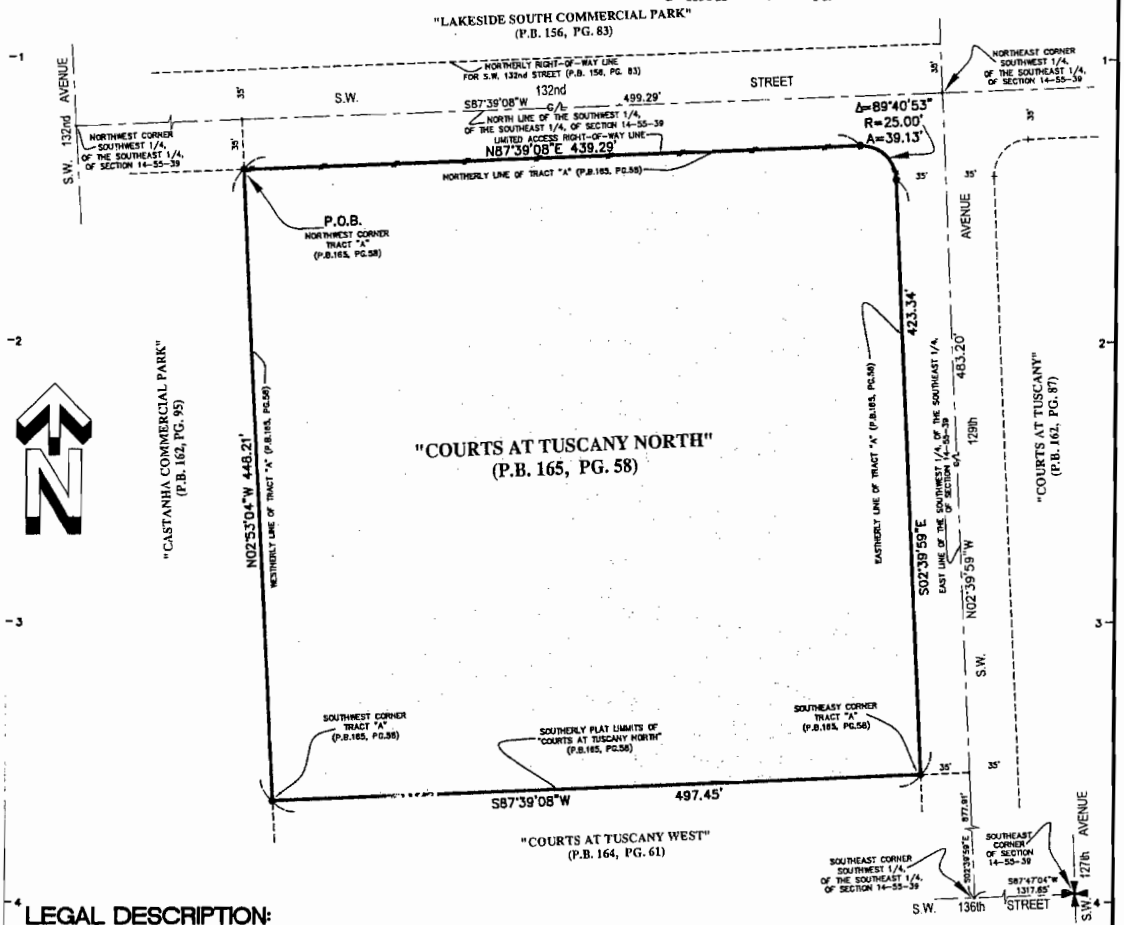
LEGEND:

P.O.B. = Point of Beginning
P.O.C. = Point of Commence
P.B. = Plat Book
PG. = Page

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



LEGAL DESCRIPTION:

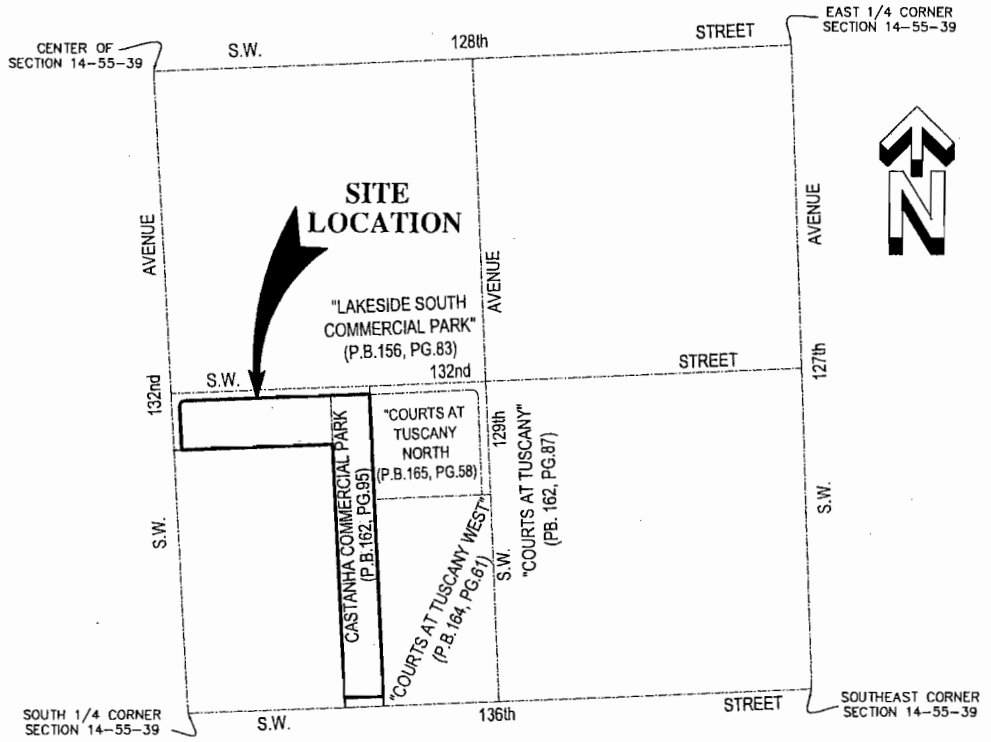
All of "COURTS AT TUSCANY NORTH", according to the plat thereof, as recorded in Plat Book 165, at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described by "meets and bounds" as follows:

BEGIN at the Northwest Corner of Tract "A", of said Plat of "COURTS AT TUSCANY NORTH"; the next described three (3) courses and distance being along the Northerly, Northeasterly and Easterly Line of said Tract "A"; 1) thence N87deg39min08secE for a distance of 439.29 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 2) thence Easterly, Southeasterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg40min53sec for an arc distance of 39.13 feet to a point of tangency; 3) thence S02deg39min59secE for a distance of 423.34 feet to the Southeast Corner of said Tract "A"; thence S87deg39min08secW, along the Southerly Line of said Tract "A" and along the Southerly Line of Blocks 1 and 2 of said Plat of "COURTS AT TUSCANY NORTH", for a distance of 497.45 feet to the Southwest Corner of said Tract "A"; thence N02deg53min04secW, along the Westerly Line of said Tract "A", for a distance of 448.21 feet to the POINT OF BEGINNING. Contaning 207,514.20 Square Feet or 4.76 Acres more or less.

COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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, LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2	
DWG. CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801	OF 2 SHEETS	



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14–55S–39E, 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 utilizes 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 61G17–6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. L.B. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 05B069-5801		

LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida, and the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4, less the Southerly 209.00 feet thereof of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

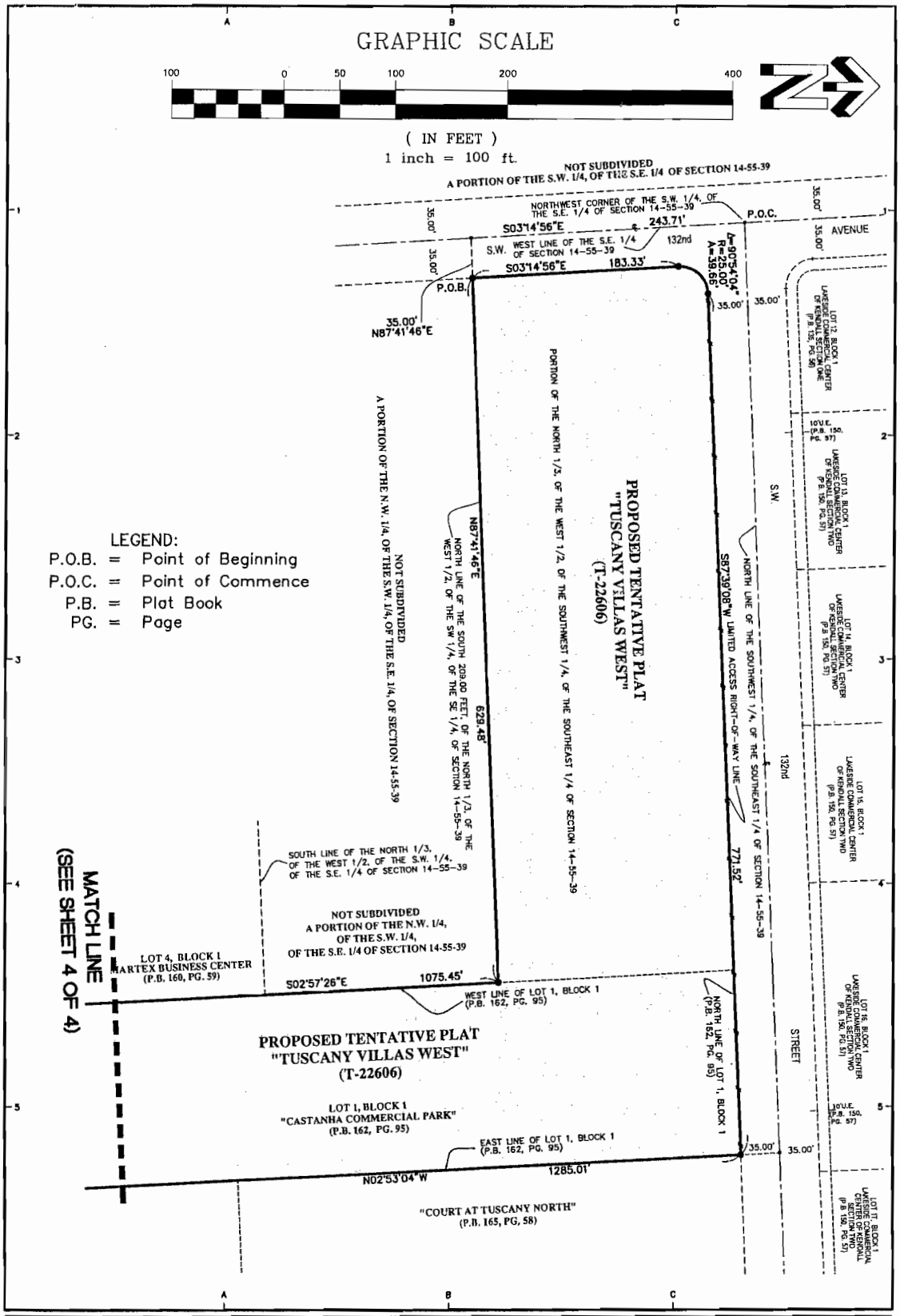
COMMENCE at the Northwest Corner of the Southwest 1/4, of the Southeast 1/4 of said Section 14; thence S03deg14min56secE, along the West Line of the Southeast 1/4 of said Section 14 for a distance of 243.71 feet; thence N87deg41min46secE for a distance of 35.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N87deg41min46secE, along the North Line of the South 209.00 feet of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 629.48 feet to a point on the West Line of said Lot 1; thence S02deg57min26secE, along the West Line of said Lots 1 and 2, for a distance of 1075.45 feet to the Southwest Corner of said Lot 2; thence N87deg47min04secE, along the Southerly Line of said Lot 2, said line being coincident with the North Right-of-way Line of S.W. 136th Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 164.76 feet to the Southeast Corner of said Lot 2; thence N02deg53min04secW, along the Easterly Line of said Lots 1 and 2, for a distance of 1285.01 feet to the Northeast Corner of said Lot 1; thence S87deg39min08secW, along the North Line of said Lot 1 and its Westerly Prolongation, said line being coincident with the South Right-of-way Line of S.W. 132nd Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 771.52 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg54min04sec for an arc distance of 39.66 feet to a point of tangency; thence S03deg14min56secE, along a line 35.00 feet East of and parallel with the said West Line of the Southeast 1/4 of said Section 14, for a distance of 183.33 feet to the POINT OF BEGINNING.

Containing 344,214.94 Square Feet or 7.90 Acres more or less.

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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: LENNAR HOMES, INC.		
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2 OF 4 SHEETS
DWG. CHECKED BY:	SCALE: N/A	
CHECKED BY:	PROJECT No: 05B069-5801	



TUSCANY VILLAS WEST

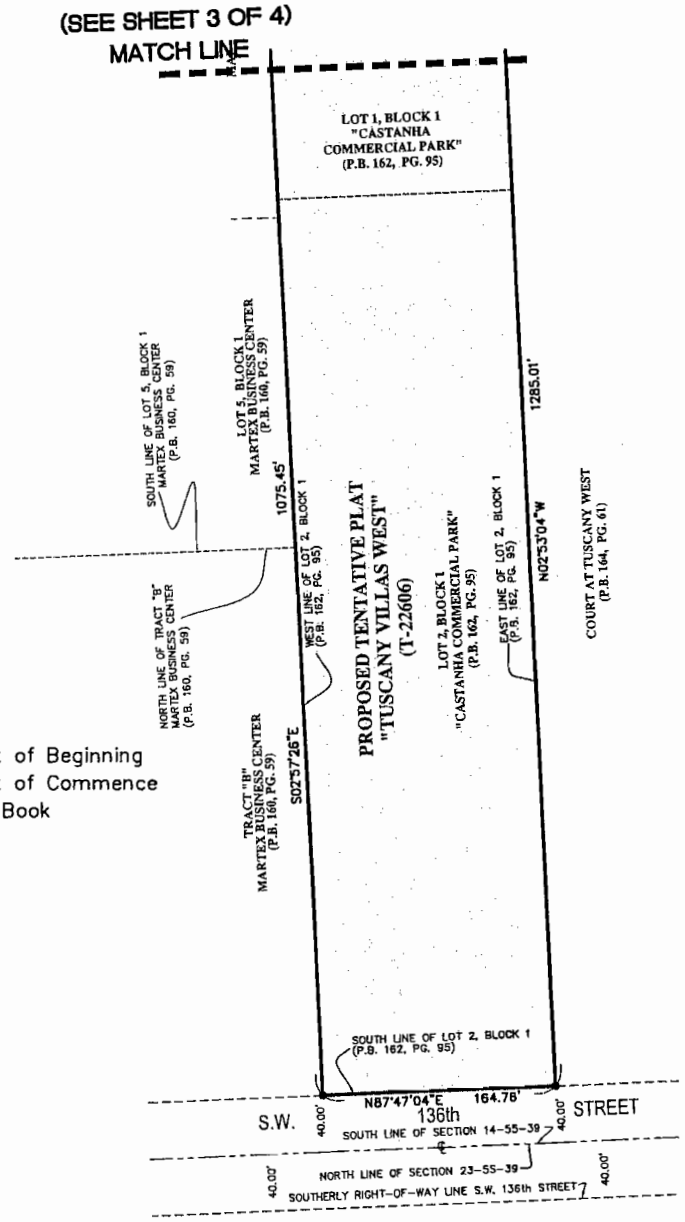
FORD, ARMENTEROS & MANUCY, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 3	
DWG. CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801	OF 4 SHEETS	

GRAPHIC SCALE

100 0 50 100 200 400

(IN FEET)
1 inch = 100 ft.



LEGEND:

P.O.B. = Point of Beginning
P.O.C. = Point of Commence
P.B. = Plat Book
PG. = Page

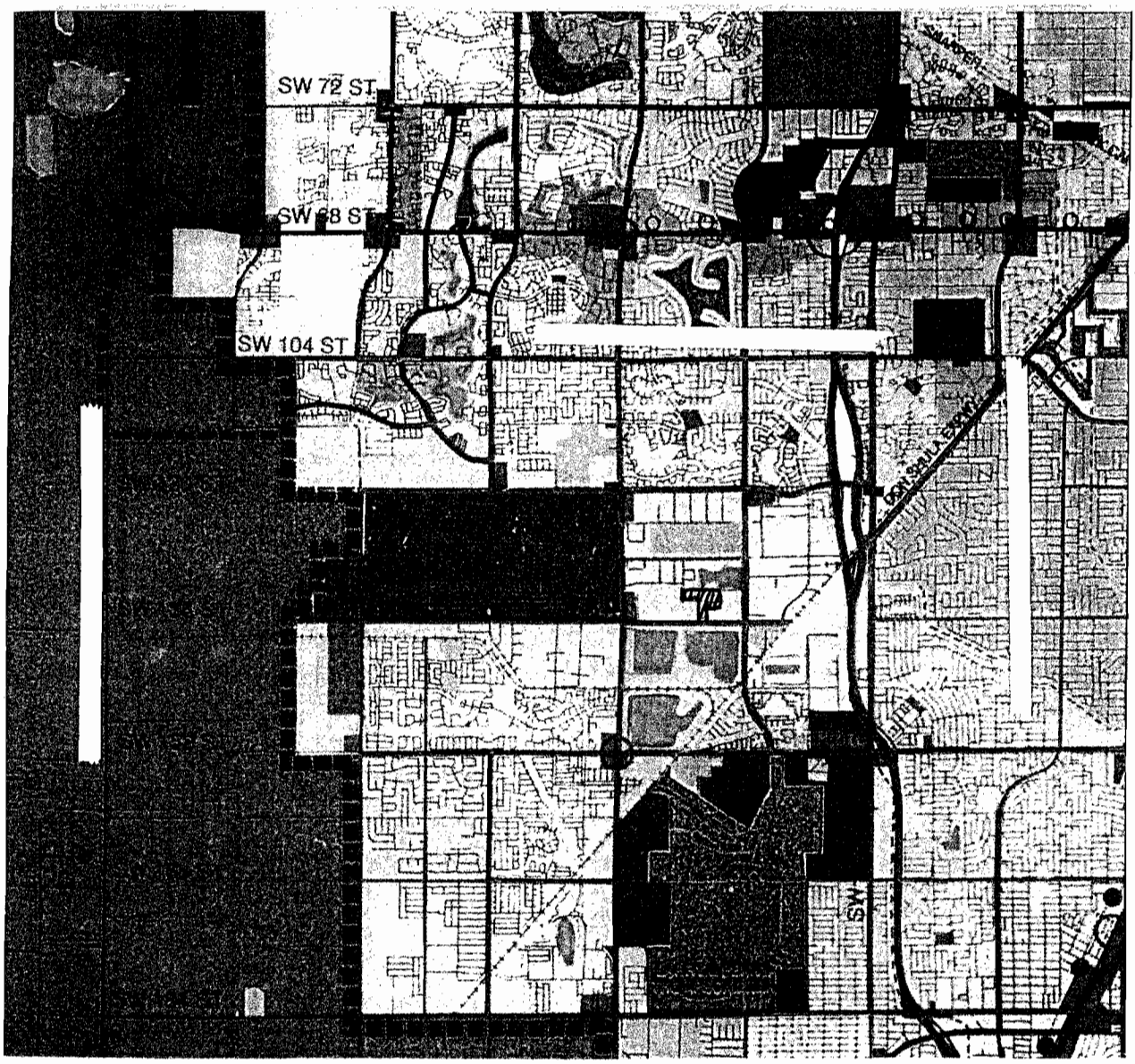
TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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 LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 4 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801		

EXHIBIT D

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



ADOPTED 2005 AND 2015
LAND USE PLAN *
FOR MIAMI-DADE COUNTY, FLORIDA

RESIDENTIAL COMMUNITIES

ESTATE DENSITY — 1 TO 2.5 DWELLING UNITS PER GROSS ACRE

SUBJECT PROPERTY
(not to scale)

EXHIBIT "E"

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to expand boundaries of **South Kendall Community Development District** ("District"). The District is currently comprised of approximately 40.32 acres of land located within the unincorporated area of Miami-Dade County, Florida (the "County). The District desires to expand the boundaries by adding approximately 12.66 acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), F.S. (governing district formation or alteration) 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 South Kendall Community Development District

The new boundaries of the District will comprise approximately 52.98 acres within the County. The District is designed to provide infrastructure, services, and facilities along with certain ongoing operations and maintenance to the South Kendall Community Development District. The development is planned for approximately 581 residential units.

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

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), F.S. (2002), defines the elements a statement of estimated regulatory costs must contain:

(a) 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.

(b) 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.

(c) 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.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. The County is not defined as a small county for purposes of this requirement.

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

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

As noted above, the District is a residential community designed for up to 581 total residential units. Formation of the District would put all of these households under the jurisdiction of the District and would provide:

i) surface water management and control systems, including, but not limited to earth work and landscaping,
ii) roadway improvements,
iii) water distribution system,
iv) wastewater collection system, and
v) related incidental costs

to all of these residences through the proposed District facilities. It is not anticipated that anyone outside the Development would be affected by the rule creating the District, although the State of Florida and the County would be required to comply with the rule.

3.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, or in the case of Districts under 1000 acres, an ordinance of the general purpose government establishing the District, and any anticipated effect on state and local revenues.

3.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement the proposed expansion and contraction of the boundaries of the District. The District as proposed will encompass under 1,000 acres, therefore, the County is the establishing entity under 190.005 (1) F.S. The modest costs to various State entities to implement 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, the

District has agreed to reimburse the County for their reasonable legal fees and costs, which offsets such costs.

Miami-Dade County

The proposed land for the District is within the unincorporated are of the County and consists of less than 1,000 acres. The County and its staff will process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources. 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 (1), F.S.

Such costs to the County are modest for a number of reasons. First, according to the Act, 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 very small. 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.

3.2 Impact on State and Local Revenues

Adoption of the proposed ordinance to expand and contract the boundaries of the CDD 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. The District 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, is not a debt of the State, the County, or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

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

Table 1 provides an outline of the various facilities and services to the proposed new boundaries of the District. The surface water management system, water distribution system, wastewater collection and transmission facilities, roadway improvements, and related incidental costs, as described in Table 1, will be funded by the District.

Table 1. The South Kendall Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	O&M	OWNERSHIP
Surface Water System	CDD	CDD	CDD
Water Distribution System	CDD	MDCWSD	MDCWSD
Wastewater Collection System	CDD	MDCWSD	MDCWSD
Roadways Improvements	CDD	CDD	CDD

CDD = Community Development District, MDCWSD = Miami-Dade County Water and Sewer Department

The petitioner has estimated the design and development costs for providing the capital facilities to be provided by the District, as outlined in Table 1. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities within the expansion area are estimated to be approximately $1,149,050. The District may issue special assessment 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 Development may be required to pay non ad valorem assessments levied by the District to secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also levy a non ad valorem assessment to fund

the operations and maintenance of the District and its facilities and services. However, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A CDD provides the property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, city/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 Development will receive three major classes of benefits.

First, those residents and businesses in the Development will receive a higher level of public services sooner than would otherwise be the case.

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

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

The cost impact on the ultimate landowners in the Development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above 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
Surface Water Management System	$ 415,317
Water Distribution System	$ 271,427
Wastewater Collection System	$ 274,575
Roadway Improvements	$ 187,731
Total Estimated Cost of Improvements	$1,149,050

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

There will be little impact on small businesses because of the expansion and contraction of the boundaries of the District. If anything, the impact may be positive. This is because the District must competitively bid many of its contracts. This affords small businesses the opportunity to bid on District work.

The County has an estimated population that is greater than 75,000 according to the 2000 U.S. Census. Therefore the County is not defined as a "small county" according to Section 120.52, F.S.

6.0 Any additional useful information.

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

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7.0 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
December 11, 2006

APPENDIX A
Reporting Requirements

APPENDIX A: *REPORTING REQUIREMENTS AT A GLANCE*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION **Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450**			
Annual Financial Audit Report	Section 218.39, *F.S.* Chapter 10.550, *Rules of the Auditor General.* Handbook Section 2 - 4	All special districts with either revenues or expenditures of more than $100,000.00. All special districts with revenues or expenditures/expenses between $50,000.00 and $100,000.00 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 audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.	Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

Abbreviations: F.A.C. = *Florida Administrative Code*; F.S. = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF COMMUNITY AFFAIRS, SPECIAL DISTRICT INFORMATION PROGRAM **2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100**			
Creation Documents and Amendments, including Codified Act, if applicable	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Written Status Statement	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval of creation document.
Dissolution Documents	Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the dissolution effective date.
Merger Documents	Section 189.418, *F.S.* Section 189.4042, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days of the merger's effective date.
Special District Map and Amendments	Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after adoption / approval.
Special District Fee Invoice ($175.00) and Update Form	Section 189.427, *F.S.* Rule 9B-50.003, *F.A.C.* Handbook Section 1 - 3	All special districts.	Annually, by the due date on the Form (sent to all special districts around October 1).
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed

Abbreviations: F.A.C. = *Florida Administrative Code*; F.S. = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF ACCOUNTING **200 East Gaines Street, Tallahassee, Florida 32399-0354**			
Annual Financial Report with a copy of the **Annual Financial Audit Report** attached, if required	Section 189 418, *F.S.* Section 218.31, *F.S.* Section 218.32, *F.S.* Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF COLLATERAL MANAGEMENT **200 East Gaines Street, Tallahassee, Florida 32399-0345**			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

Abbreviations: **F.A.C.** = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

DEPARTMENT OF MANAGEMENT SERVICES, DIVISION OF RETIREMENT **Bureau of Local Retirement Systems, Cedars Executive Center, Building C, 2639-C North Monroe Street, Tallahassee, Florida 32399-1560**			
Actuarial Impact Statement for Proposed Plan Amendments	Section 112.63, *F.S.* Rule Chapter 60T-1.001, *F.A.C.* Handbook Section 2 - 6	Any special district proposing benefit changes to its defined benefit retirement plan.	When considering plan changes.
Defined Contribution Report	Section 112.63, *F.S.* Rule Chapter 60T-1.004, *F.A.C.* Handbook Section 2 - 6	Special districts with defined contribution plans.	Within 60 days of the reporting period's ending date.
Actuarial Valuation Report	Section 112.63, *F.S.* Rule Chapter 60T-1, *F.A.C.* Handbook Section 2 - 6	Special districts with defined benefit retirement plans.	At least every three years, within 60 days of completion.
DEPARTMENT OF REVENUE, PROPERTY TAX ADMINISTRATION PROGRAM, TRIM COMPLIANCE SECTION **P.O. Box 3000, Tallahassee, Florida 32315-3000**			
Truth-in-Millage Form DR421	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts that can levy taxes but will not do so during the year.	Annually by November 1.
Truth-in-Millage Compliance Package Report	Section 200.068, *F.S.* Handbook Section 3 - 3	Special districts levying property taxes.	No later than 30 days following the adoption of the property tax levy ordinance/resolution.
COMMISSION ON ETHICS **P.O. Drawer 15709, Tallahassee, Florida 32317-5709**			
Quarterly Gift Disclosure (Form 9)	112.3148, *F.S.* Handbook Section 3 - 1	Everyone required to file Form 1, receiving a gift worth over $100.00, unless the person did not receive any gifts during the calendar quarter.	By the last day of the calendar quarter following any calendar quarter in which a reportable gift was received.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
LEGISLATURE ***PRESIDENT OF THE SENATE*** **(Florida Capitol, Suite 409, Tallahassee, Florida 32399-1100)** ***SPEAKER OF THE HOUSE OF REPRESENTATIVES*** **(Florida Capitol, Suite 420, Tallahassee, Florida 32399-1300) and** ***EACH APPROPRIATE STANDING COMMITTEE OF THE LEGISLATURE***			
Agency Rule Report	Section 120.74, *F.S.* Handbook Section 1 - 4	Certain Special Districts with adopted rules (see Handbook Section 1 - 4, page 20).	Initial by October 1, 1997, then by October 1 of every other year thereafter.
SPECIAL DISTRICT'S GOVERNING BOARD MEETING MINUTE RECORDER			
Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers (Form 8B)	Section 112.3143, *F.S.* Handbook Section 3 - 1	Special District Local Officers with Voting Conflicts.	Within 15 days after the vote occurs.
SPECIAL DISTRICT'S GOVERNING BOARD MEMBERS (EACH MEMBER)			
Actuarial Valuation Report	See *Department of Management Services, Division of Retirement.*		
Annual Financial Audit Report	See *Auditor General, Local Government Section.*		

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL GOVERNING AUTHORITY(IES)/LOCAL GENERAL-PURPOSE GOVERNMENT(S) **(if municipality, file at the place they designate; if county(ies), file with the (each) clerk of the board of county commissioners)**			
Budget or Tax Levy	Section 189.418, *F.S.* Handbook Section 2 - 2	All special districts.	**When requested**, provide to the local governing authority within the district's boundaries.
Public Facilities Initial Report	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Within one year of the special district's creation.
Public Facilities Annual Notice of Any Changes	Section 163.3191, *F.S.* Section 189.415(2), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6	Independent special districts (See Handbook Section 1 - 6, page 31).	Annually. Contact each local general-purpose government for the due date.
Public Facilities Updated Report	Section 189.415(2)(a), *F.S.* Rule Chapter 9J-33, *F.A.C.* Handbook Section 1 - 6 Appendix B	Independent special districts (See Handbook Section 1 - 6, page 31).	Every five years, at least 12 months before the due date that each local general-purpose government must submit its Report to the Department of Community Affairs. See Appendix B.
Registered Agent and Office Initial Designation	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Within 30 days after the first governing board meeting.
Registered Agent and Office Changes	Section 189.416, *F.S.* Section 189.418, *F.S.* Handbook Section 1 - 4	All special districts.	Upon making the change.
Regular Public Meeting Schedule	Section 189.417, *F.S.* Section 189.418, *F.S.* Handbook Section 3 - 2	All special districts.	Quarterly, semiannually, or annually.

Abbreviations: **F.A.C.** = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

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Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SPECIAL DISTRICT'S LOCAL LEGISLATIVE DELEGATION			
Draft Codified Charter as a Local Bill	Section 189.429, *F.S.* Handbook Section 1 - 4	All special districts with more than one Special Act.	December 1, 2004
SPECIAL DISTRICT'S RESIDENTS AND PROSPECTIVE RESIDENTS AND RESIDENTIAL DEVELOPERS (GIVE SUFFICIENT NUMBER OF COPIES TO THE DEVELOPERS FOR DISTRIBUTION TO EACH PROSPECTIVE INITIAL PURCHASER OF PROPERTY)			
Disclosure of Public Financing	Section 190.009, *F.S.*	All Community Development Districts.	At all times public financing is imposed.
STATE BOARD OF ADMINISTRATION, FINANCIAL OPERATIONS **1801 Hermitage Boulevard, Suite 100, Tallahassee, Florida 32308**			
Investment Pool Systems Input Documentation	Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund	At the time of making any changes or updates to the account.
Resolution for Investment of Surplus Funds	Section 218.407, *F.S.* Handbook Section 3 - 6	All special districts investing funds with the State Board of Administration or Local Government Trust Fund	At the time of investing surplus funds.

Abbreviations: F.A.C. = *Florida Administrative Code*; **F.S.** = *Florida Statutes*

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ADDENDUM TO PETITION TO EXPAND BOUNDARIES OF

SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

Petitioner, The Board of Supervisors of the South Kendall Community Development District ("District"), hereby submits this Addendum to the Petition to Expand Boundaries of the South Kendall Community Development District in Miami-Dade County, Florida, and states as follows:

Responsibility for Maintenance of Roads: The responsibility for maintenance of the roads within the boundaries of the District, including the landscaping, street-lighting and signage located within road right-of-way, shall be as follows:

a) Maintenance of internal roads will be the responsibility of the homeowner's association;

b) Maintenance of the street lighting located within the road right-of-way will be the responsibility of the homeowner's association;

c) Maintenance of the landscaping located within the road right-of-way will be the responsibility of the homeowner's association; and

d) Maintenance of the signage located within road right-of-way will be the responsibility of the home owner's association.

Respectfully submitted this 15 day of November, 2007.

SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

By: Mercedes Henderson

Print Name: Mercedes Henderson

Title: Chairperson

RESOLUTION NO. 2008-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT.

WHEREAS, the Board of Supervisors of the South Kendall Community Development District has determined that it is in the best interest of the District and its residents to expand the boundaries of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the Board of Supervisors proposes to expand the District by approximately 12.66 acres.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT, THAT:

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

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

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

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

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

SECTION 6. This Resolution shall take effect retroactively to July 21, 2006.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 21st **DAY OF** December, **2007.**

ATTEST:

By: _____
Secretary

SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

By: _____
Chair

South Kendall Community Development District

Board of Supervisors

Miguel Avila
730 N.W. 107th Avenue, 4th Floor
Miami, FL 33172

Beysi Orbea
730 N.W. 107th Avenue, 4th Floor
Miami, FL 33172

Tracy Pedrouzo
730 N.W. 107th Avenue, 4th Floor
Miami, FL 33172

Brian Mulqueen
730 N.W. 107th Avenue, 4th Floor
Miami, FL 33172

LENNAR HOMES, LLC
730 N.W. 107th Avenue, 4th Floor
Miami, FL 33172

December 17, 2007

Don Tock, Acting Chief
Special Taxing District
701 N.W. 1st Court, 4th Floor
Miami, Florida 33136

Re: South Kendall Community Development District ("District")
Petition to Expand District Boundaries

Dear Mr. Tock:

Pease be advised that the prospective purchasers of homes within the area of the expansion were actually provided with notices that the maximum annual amount for debt service assessment for the District was approximately $1,380.00 and the maximum annual amount for the District operations and maintenance assessment was $280.00, for a total annual District assessment of approximately $1,660.00. Therefore, the figures contained in the Exhibit B CDD Notice are actually lower than the figures provided to the prospective purchasers.

Please disregard the letter to you from Mercedes Henderson dated July 23, 2007. If you have any further questions, please contact Gerry Knight at 954-768-1391 to discuss.

Very truly yours,

Sandy Chen

LENNAR

July 23, 2007

Don Tock, Acting Chief
Special Taxing Districts Division
701 NW 1st Court, 4th Floor
Miami, Florida 33136

Re: South Kendall Community Development District ("District")
Petition to Expand District Boundaries

Dear Mr. Tock:

Pursuant to your request in connection with the above matter, this shall confirm that the attached CDD Notice was provided to all perspective initial purchasers of individual residential lots or units within the expansion area of the District prior to, or contemporaneously with the execution of the purchase and sale contract for such residential lot or unit.

Should you have any questions or require and additional information, please do not hesitate to contact me or Gerry Knight, District Counsel at 954-764-7150.

Yours very truly

Mercedes Henderson
Lennar Homes, LLC

Enclosure

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730 N.W. 107th Avenue, 4th Floor, Miami, FL 33172 • Phone: 305-559-1951 • Fax: 305-559-4543
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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)
Residential Unit	$1,200	$242	$1,200

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)
Residential Unit	$20.17	$0	$100

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)
Residential Unit	$17,933	$36,000

____ ____ PURCHASERS INITIALS

LAW OFFICES

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STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

MICHAEL V. BAXTER
ERIC P. CZELUSTA
VIVIAN H. FAZIO
CAROL J. HEALY GLASGOW
JUSTIN D. GROSZ
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ALINE O. MARCANTONIO
KRISTA K. MAYFIELD
SHAWN B. McKAMEY
JOHN B. MOORES
MICHAEL J. PAWELCZYK
T. CHRISTINE PEREZ
ANDREW A. RIEF
PHILLIP W. THRON

PLEASE REPLY TO:
FORT LAUDERDALE

August 24, 2007

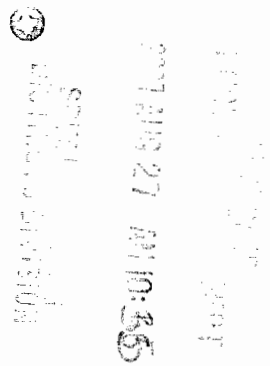
Don Tock, Acting Chief Special Taxing Division
Miami Dade County
7071 N.W. 1st Court, 4th Floor
Miami, FL 33136

Re: South Kendall Community Development District ("District")
Petition to Expand District Boundaries
Our File No. 566.03423

Dear Mr. Tock:

Enclosed in connection with the above matter, please find correspondence from Mercedes Henderson, Lennar Homes, LLC, indicating that prospective initial purchasers of residential lots or units within the expansion area were provided with the required CDD Notice. Further, we have attached a number of Joinders executed by those individuals having already purchased property within the proposed expansion area. The attached Joinders include the following:

1. Official Records Book 25783, Page 4221;
2. Official Records Book 25687, Page 0414;
3. Official Records Book 25431, Page 2177;
4. Official Records Book 25428, Page 992;
5. Official Records Book 25428, Page 859;
6. Official Records Book 25423, Page 3169;
7. Official Records Book 25398, Page 851;
8. Official Records Book 25392, Page 2633;
9. Official Records Book 25799, Page 1143;
10. Official Records Book 25736, Page 2632;
11. Official Records Book 25736, Page 2490; and
12. Official Records Book 25715, Page 795.



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For your convenience we have also provided you with the latest opinion of title provided to our office by counsel for Lennar Homes, LLC. As you have previously indicated that the filing fee for a CDD Petition to Expand is $10,000, we will be forwarding the $8,500 balance to you shortly.

Should you have any questions or need anything further, in connection with this matter, please do not hesitate to contact my office.

Yours very truly,

Gerald L. Knight
For the Firm

GLK/dm
Enclosures
cc: Mercedes Henderson (w/o enclosures)
Luis Hernandez, District Manager (w/o enclosures)

Tuscany North and Tuscany Villas West

MIAMI-DADE COUNTY

OPINION OF TITLE

To: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this opinion of title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of the petition to expand the boundaries of the Community Development District, it is hereby certified that we have examined Chicago Title Insurance Company Ownership and Encumbrance Report under CTIC File No. 300704188 Revised covering the period from the beginning to July 26, 2007, at 11:00 p.m.

Inclusive of the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Basing our opinion on the foregoing title evidence covering said period, we are of the opinion that on the last mentioned date the title to the above described real property was vested in:

GMAC MODEL HOME FINANCE, LLC. filed October 18, 2006 in Official Records Book 25013, page 3251 and filed October 18, 2006 in Official Records Book 25013, page 3255 (As to Parcel I)

Lennar Homes, LLC, a Florida limited liability company, formerly known as **Lennar Homes, Inc.**, a Florida corporation, by virtue of Warranty Deed filed in Official Records Book 23958, page 4231, together with multiple additional owners and mortgagees as shown in Item 30 below (As to Parcel II)

Numerous new homeowner's as shown in Item 30 below (as to Parcel II)

Subject to the following liens, encumbrances, and other exceptions:

1. **RECORDED MORTGAGES**:

None as to Parcel I; see Item 30 as to Parcel II

2. **RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS**:

None.

3. **GENERAL EXCEPTIONS:**

1. All taxes for the year 2007 and subsequent years.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown in the public records.

4. Encroachments, overlaps, boundary line disputes or other matters which would be disclosed by an accurate survey and inspection of the premises.

5. Any lien, or right to a lien for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Taxes or special assessments which are not shown as existing liens by the public records.

7. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

4. SPECIAL EXCEPTIONS

10. Term, provisions, restrictions and limitations contained in that Declaration of Restrictions filed April 26, 2004 in Official Records Book 22239, page 2244. (As to all parcels)

11. Terms, provisions, restrictions and limitations in that Declaration of Restrictions filed June 20, 2005 in Official Records Book 23492, page 3910. (As to Parcel II)

12. In**formational Note:** The Public Records reveal Master Deed Restrictions filed by Lennar Homes, Inc. and U.S. Home Corporation filed April 29, 2004 in Official Records Book 22254, page 607, which document shall be an exception on all policies on the sale of all homes (as defined therein) sold and conveyed by Lennar Homes, Inc. (As to all parcels)

13. Memorandum of Contingent Lot Purchase Agreement by and between Declar Investments, Inc., a Florida corporation, and Lennar Homes, Inc., a Florida corporation, dated November 11, 2005, filed November 15, 2005, in Official Records Book 23958, page 4233. Partial Release filed May 7, 2007 in Official Records Book 25597, page 2491. Partial Release filed May 24, 2007 in Official Records Book 25648, page 2513. (As to Parcel II)

14. Easements and restrictions contained in the **Courts at Tuscany North**, according to the Plat thereof recorded in Plat Book 165, Page 58, of the Public Records of Miami-Dade County, Florida. (As to Parcel II)

15. Matters pertaining to Courts of Tuscany North Multipurpose Maintenance and Street Lighting Special Taxing District evidenced by documents filed May 15, 2006 in Official Records Book 24526, page 4189. (As to Parcel II)

16. Agreement for Water and Sanitary Sewage Facilities filed March 30, 3006 in Official Records Book 24380, page 2233. (As to Parcel II)

17. Terms, provisions, restrictions, limitations and liens for amounts of money or charges or assessments for various purposes, contained in that Declaration for Tuscany Village filed February 16, 2005 in Official Records Book 23090, page 4851; and Amendment to Declaration filed in Official Records Book 23605, page 3556 (adds Courts at Tuscany West); and Second Amendment filed in Official Records Book 24321, page 2688 (Adds Courts of Tuscany North); and Amendment to Declaration filed June 14, 2007 in Official Records Book 25703, page 1926 (adds Tuscany *Villas* West). (As to all parcels)

18. Easement granted to Miami-Dade County, Florida filed April 19, 2007 in Official Records Book 25548, page 2072. (As to Parcel II)

19. Declaration of Covenant for a Special Taxing District known as Courts at Tuscany North Multi./Maint. & Street Lighting, filed April 26, 2007 in Official Records Book 25567, page 4484.

20. Easements, Restrictions and other matters contained on the Plat of **Tuscany Villas West** recorded May 31, 2007 in Plat Book 166, page 41, of the Public Records of Miami-Dade County, Florida. (As to Parcel I)

21. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County, and GMAC MODEL HOME FINANCE, LLC. filed January 25, 2007 in Official Records Book 25306, page 2227. (As to Parcel I)

22. Restrictions contained in Declaration of Restrictions filed May 9, 2007 in Official Records Book 25604, page 1205. (As to Parcel I)

23. All matters regarding the Tuscany Villas West Multi./Maint. & Street Lighting Special Taxing District, evidenced by Ordinance 07-38 filed March 23, 2007 in Official Records Book 25473, page 2144, and Assessment Roll Resolution R-274-07 filed March 23, 2007 in Official Records Book 25473, page 2185. (As to Parcel I)

24. Subordination of WASD Utility Interests to PWD filed May 17, 2007 in Official Records Book 25629, page 1530. (As to Parcel I)

25. Terms, Provisions and liens and assessments of the **Castanha Commercial Park Street Lighting Special Taxing District,** evidenced by Ordinance No. 04-09 filed

February 6, 2004 in Official Records Book 22027, page 1490; Resolution R-9-04 filed February 6, 2004 in Official Records Book 22027, page 2695. (As to Parcel I)

26. Terms, provisions, restrictions, limitations and setbacks in that Declaration of Restrictions filed February 18, 2003 in Official Records Book 21031, page 2319. (As to Parcel I)

27. Easement granted to Miami-Dade County, filed June 22, 2005 in Official Records Book 23501, page 3008. (As to Parcel I)

> Informational Note only: There is a Grant of Easement to Miami-Dade County, filed June 22, 2005 in Official Records Book 23501, page 3016 which covers the land immediately to the South of Parcel II and appears to be a continuation of this easement.

28. Ingress and Egress Easement over the West 35 feet of Parcel II, as described in paragraph numbered 3 of the Trustee's Deed filed March 9, 2006 in Official Records Book 15837,a page 3797. (As to Parcel I)

29. Existing unrecorded leases and all rights thereunder of the lessees and of any person claiming by, through or under the lessees. (As to all parcels)

30. Deeds and mortgages regarding Parcel II:

a. Special Warranty Deed Lennar Homes LLC to Juan Carlos Dominguez filed June 12, 2007 in Official Records Book 25665, page 2919. (Lot 2, Block 6 PB 165-58 (North); Joinder in South Kendall CDD filed in Official Records Book 25665, page 2923.
b. Mortgage from Juan Carlos Dominguez to Mers as Nominee filed June 1, 2007 in Official Records Book 25665, page 2928 (Lot 2, Block 6 PB 165-58 (North)
c. Mortgage from Juan Carlos Dominguez to Mers as Nominee filed June 1, 2007 in Official Records Book 25665, page 2947 (Lot 2, Block 6 PB 165-58 (North)
d. Special Warranty Deed to Diana C. Diaz filed June 1, 2007 in Official Records Book 25665, page 2997 (Lot 3, Block 6 PB 165-58 (North) Joinder in South Kendall CDD filed in Official Records Book 25665, page 3001.
e. Mortgage from Diana C. Diaz to JP Morgan Chase Bank NA, filed June 1, 2007 in Official Records Book 25665, page 3006. (Lot 3, Block 6 PB 165-58 (North)
f. Mortgage from Diana C. Diaz to JP Morgan Chase Bank NA, filed June 1, 2007 in Official Records Book 25665, page 3029. (Lot 3, Block 6 PB 165-58 (North)
g. Special Warranty Deed to Estrella Garcia Gonzalez filed June 1, 2007 in Official Records Book 25665, page 3211 (Lot 5, Block 4

PB 165-58 (North) Joinder in South Kendall CDD filed in Official Records Book 25665, page 3215.

h. Mortgage from Estrella Garcia Gonzalez to B.A.C. Florida Bank filed June 1, 2007 in Official Records Book 25665, page 3220 (Lot 5, Block 4 PB 165-58 (North);
i. Special Warranty Deed to Lourdes Echavarria filed June 7, 2007 in Official Records Book 25683, page 909; Joinder in South Kendall CDD filed in Official Records Book 25683, page 913. (Lot 14, Block 3)
j. Mortgage from Lourdes Echavarria to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 918. (Lot 14, Block 3 PB 165-58 (North)
k. Mortgage from Lourdes Echavarria to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 937. (Lot 14, Block 3 PB 165-58 (North)
l. Special Warranty Deed to Marisol Gomez filed June 7, 2007 in Official Records Book 25683, page 1072; Joinder in South Kendall CDD filed in Official Records Book 25683, page 1076. (Lot 3, Block 5 PB 165-58 (North)
m. Mortgage from Marisol Gomez to Mers as Nominee filed June 7, 2007 in Official Records Book 25683, page 1081. (Lot 3, Block 5 PB 165-58 (North)
n. Special Warranty Deed to Ricardo Babich and Beatriz Babich, his wife, filed June 7, 2007 in Official Records Book 25683, page 2463. Joinder in South Kendall CDD filed in Official Records Book 25683 page 2467 (Lot 1, Block 5 PB 165-58 (North)
o. Mortgage from Ricardo Babich and Beatriz Babich, his wife, to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 2472 (Lot 1, Block 5 PB 165-58 (North)
p. Mortgage from Ricardo Babich and Beatriz Babich, his wife, to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 2492 (Lot 1, Block 5 PB 165-58 (North)
q. Special Warranty Deed to Arleyne Arguello and Diana Nicholas filed June 7, 2007 in Official Records Book 25683, page 2894 (Lot 5, Block 5 PB 165-58 (North)
r. Mortgage from Arleyne Arguello and Diana Nicholas to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 2898. (Lot 5, Block 5 PB 165-58 (North)
s. Mortgage from Arleyne Arguello and Diana Nicholas to J P Morgan Chase Bank NA filed June 7, 2007 in Official Records Book 25683, page 2921. (Lot 5, Block 5 PB 165-58 (North)
t. Special Warranty Deed to Sonia Mavila filed June 8, 2007 in Official Records Book 25686, page 3969 (Lot 7, Block 5 PB 165-58 (North) Joinder in South Kendall CDD filed in Official Records Book 25686, page 3973.

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u. Mortgage from Sonia Mavila to Mers as Nominee filed June 8, 2007 in Official Records Book 25686, page 3978 (Lot 7, Block 5 PB 165-58 (North)
v. Special Warranty Deed from Jose Gonzalez and Elvia R. Alvarez, h/w filed June 8, 2007 in Official Records Book 25686, page 4063; Joinder in South Kendall CDD filed in Official Records Book 25686, page 4067. (Lot 7, Block 6 PB 165-58 (North)
w. Mortgage from Jose Gonzalez and Elvia R. Alvarez, h/w to Mers as nominee, filed June 8, 2007 in Official Records Book 25686, page 4072 (Lot 7, Block 6 PB 165-58 (North)
x. Special Warranty Deed to Ernesto Deleon filed June 8, 2007 in Official Records Book 25686, page 4196. Joinder in South Kendall CDD filed in Official Records Book 25686, page 4200. (Lot 10, Block 3 PB 165-58 (North)
y. Mortgage from Ernesto Deleon to Mers as nominee filed June 8, 2007 in Official Records Book 25686, page 4205 (Lot 10, Block 3 PB 165-58 (North)
z. Mortgage from Ernesto Deleon to Mers as nominee filed June 8, 2007 in Official Records Book 25686, page 4230 (Lot 10, Block 3 PB 165-58 (North)
aa. Special Warranty Deed to Rasiel Santana and Melissa Lee Arguello filed June 8, 2007 in Official Records Book 25687, page 5. (Lot 5, Block 6 PB 165-58 (North) Joinder in South Kendall CDD filed in Official Records Book 25687, page 9.
bb. Mortgage from Rasiel Santana and Melissa Lee Arguello to JP Morgan Chase Bank, N.A., filed June 8, 2007 in Official Records Book 25687, page 14. (Lot 5, Block 6 PB 165-58 (North)
cc. Special Warranty Deed to Joana Gutierrez filed June 8, 2007 in Official Records Book 25687, page 284. (Lot 6, Block 6 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25687, page 288.
dd. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 293. (Lot 6, Block 6 PB 165-58 (North).
ee. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 313. (Lot 6, Block 6 PB 165-58 (North).
ff. Special Warranty Deed to Jaime E. Penagos and Katherine C. Ganem filed June 8, 2007 in Official Records Book 25687, page 410.
gg. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 293. (Lot 3 Block 3 PB 165-58 (North).
hh. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 419. (Lot 3, Block 3 PB 165-58 (North).

ii. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 443. (Lot 3, Block 3 PB 165-58 (North).

jj. Special Warranty Deed to Frederick A. Fischer, filed June 8, 2007 in Official Records Book 25687, page 2200. (Lot 8, Block 6 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25687, page 2204.

kk. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 2228. (Lot 8, Block 6 PB 165-58 (North).

ll. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 2209. (Lot 8, Block 6 PB 165-58 (North).

mm. Special Warranty Deed to Rene A. Jacobo and Cahterine E. Bevins filed June 8, 2007 in Official Records Book 25687, page 4036. Joinder in South Kendall CDD filed in Official Records Book 25687, page 4040 (Lot 6, Block 5 PB 165-58 (North).

nn. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25687, page 4045. (Lot 6, Block 5 PB 165-58 (North).

oo. Special Warranty Deed to Jose H. Quiceno and Hildebrand Cardona filed June 11, 2007 in Official Records Book 25692, page 692. (Lot 1, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25692, page 696.

pp. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25692, page 701. (Lot 1, Block 4 PB 165-58 (North).

qq. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25692 page 716 (Lot 1, Block 4 PB 165-58 (North).

rr. Special Warranty Deed to Carlos Chan Sanchez, Gaby M. Capos La Rosa, filed June 11, 2007 in Official Records Book 25692, page 1560. (Lot 6, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25692, page 25692, page 1564.

ss. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25692, page 1588 (Lot 6, Block 3 PB 165-58 (North).

tt. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25692 page 1569 (Lot 6, Block 3 PB 165-58 (North).

uu. Special Warranty Deed to Alfredo B Gagliano filed June 11, 2007 in Official Records Book 25692, page 1850. (Lot 7, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25692, page 1854.

vv. Special Warranty Deed to Diana P. Gomez filed June 12, 2007 in Official Records Book 25696, page 3326. (Lot 4, Block 5 PB 165-

58 (North). Joinder in South Kendall CDD filed in Official Records Book 25696, page 3330.

ww. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25696, page 3360 (Lot 4, Block 5 PB 165-58 (North).

xx. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25696 page 3335 (Lot 4, Block 5 PB 165-58 (North).

yy. Special Warranty Deed to Ricardo J. Valdes and Dayani Aguirre filed June 19, 2007 in Official Records Book 25716, page 791 (Lot 4, Block 6 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25715, page 795.

zz. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25715, page 800 (Lot 4, Block 6 PB 165-58 (North).

aaa. Mortgage to Mers as Nominee filed June 8, 2007 in Official Records Book 25715 page 820 (Lot 4, Block 6 PB 165-58 (North).

bbb. Special Warranty Deed to Rachidk Bilboa filed March 7, 2007 in Official Records Book 24323, page 3165. (Lot 6, Block 2 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25423, page 3169.

ccc. Mortgage to Mers as Nominee filed March 7, 2007 in Official Records Book 24323, page 3174. (Lot 6, Block 2 PB 165-58 (North).

ddd. Special Warranty Deed to Erlenis S. Garcia de Rondon filed March 8, 2007 in Official Records Book 25428, page 855. (Lot 1, Block 1 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25428, page 859.

eee. Mortgage to Mers as Nominee filed March 8, 2007 in Official Records Book 25428, page 864. (Lot 1, Block 1 PB 165-58 (North).

fff. Special Warranty Deed to Gustavo Trejo and Aura M. Corser filed March 8, 2007 in Official Records Book 25428, page 988. (Lot 5, Block 1 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25428, page 992.

ggg. Mortgage to Mers as Nominee filed March 8, 2007 in Official Records Book 25428, page 997. (Lot 5, Block 1 PB 165-58 (North).

hhh. Mortgage to Mers as Nominee filed March 8, 2007 in Official Records Book 25428, page 1024.(Lot 5, Block 1 PB 165-58 (North).

iii. Special Warranty Deed to Ruben Cruz and Monica Cruz filed March 9, 2007 in Official Records Book 25431, page 2173. (Lot 5, Block 2 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25431, page 2177.

jjj. Mortgage to Mers as Nominee filed March 9, 2007 in Official Records Book 25431, page 2204. (Lot 5, Block 2 PB 165-58 (North).

kkk. Mortgage to Mers as Nominee filed March 9, 2007 in Official Records Book 25431, page 2182.(Lot 5, Block 2 PB 165-58 (North).

lll. Special Warranty Deed to Ernesto C. Frye filed March 12, 2007 in Official Records Book 25440, page 4178. Joinder in South Kendall CDD filed in Official Records Book 25440, page 4182. .(Lot 2, Block 2 PB 165-58 (North).

mmm. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25440, page 4187. (Lot 2, Block 2 PB 165-58 (North).

nnn. Special Warranty Deed to Hector Santana filed March 12, 2007 in Official Records Book 25440, page 4184. Joinder in South Kendall CDD filed in Official Records Book 25440, page 4188. .(Lot 3, Block 1 PB 165-58 (North).

ooo. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25440, page 4618. (Lot 2, Block 2 PB 165-58 (North).

ppp. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25440, page 4593. (Lot 2, Block 2 PB 165-58 (North).

qqq. Special Warranty Deed to Frank Cadahia Jr. filed March 12, 2007 in Official Records Book 25440, page 4832. (Lot 4, Block 1 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25440, page 4870.

rrr. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25440, page 4858. (Lot 4, Block 1 PB 165-58 (North).

sss. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25440, page 4836. (Lot 4, Block 1 PB 165-58 (North).

ttt. Special Warranty Deed to Yanett Rastrana and Cecil Perez Rojo, filed March 13, 2007 in Official Records Book 25444, page 3712. (Lot 4, Block 2 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25444, page 3716.

uuu. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25444, page 3721. (Lot 4, Block 2 PB 165-58 (North).

vvv. Mortgage to Mers as Nominee filed March 12, 2007 in Official Records Book 25444, page 3742. (Lot 4, Block 2 PB 165-58 (North).

www. Special Warranty Deed to Evelyn Hsu filed March 19, 2007 in Official Records Book 25444, page 3477. (Lot 2, Block 1 PB

165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25460, page 3481.

xxx. Mortgage to JP Morgan Chase Bk N.A. filed March 19, 2007 in Official Records Book 25460, page 3509. (Lot 2, Block 1 PB 165-58 (North).

yyy. Mortgage to JP Morgan Chase Bk N.A. filed March 19, 2007 in Official Records Book 25460, page 3486. (Lot 2, Block 1 PB 165-58 (North).

zzz. Special Warranty Deed to Armando E. Sanz and Sara P. Sanz filed March 23, 2007 in Official Records Book 25475, page 4760. (Lot 9, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed April 4, 2007 in Official Records Book 25506, page 1767.

aaaa. Mortgage to JP Morgan Chase Bk N.A. filed March 23, 2007 in Official Records Book 25475, page 4764. (Lot 9, Block 4 PB 165-58 (North).

bbbb. Special Warranty Deed to Roy Leon and Shannon Leon filed March 27, 2007 in Official Records Book 25484, page 4242. (Lot 14, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25484, page 4246.

cccc. Mortgage to Mers as Nominee filed March 27, 2007 in Official Records Book 25484, page 4251. (Lot 14, Block 4 PB 165-58 (North).

dddd. Special Warranty Deed to Yolanda Garcia and Madeleine A. Marambio and Marie Josse Marambio filed March 30, 2007 in Official Records Book 25494, page 178. (Lot 12, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25494, page 182.

eeee. Mortgage to Mers as Nominee filed March 30, 2007 in Official Records Book 25494, page 189. (Lot 12, Block 4 PB 165-58 (North).

ffff. Special Warranty Deed to Donna N. Nesbitt and Terrell Nesbitt filed April 3, 2007 in Official Records Book 25500, page 3866. (Lot 2, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25500, page 3870.

gggg. Mortgage to Mers as Nominee filed April 3, 2007 in Official Records Book 25500, page 3875. (Lot 2, Block 4 PB 165-58 (North).

hhhh. Mortgage to Mers as Nominee filed April 3, 2007 in Official Records Book 25500, page 3899. (Lot 2, Block 4 PB 165-58 (North).

iiii. Special Warranty Deed to Sonsire C. Grillet, Gustavo Adolfo Ramirez Torres, Andres Adolofo Ramirez Torres filed April 3, 2007 in Official Records Book 25500, page 4316. (Lot 3, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25500, page 4320.

jjjj. Mortgage to Mers as Nominee filed April 3, 2007 in Official Records Book 25500, page 4325. (Lot 3, Block 4 PB 165-58 (North).

kkkk. Special Warranty Deed to Pedro Ramon Gonzalez and Madeleine M. Suazo Gonzalez filed April 4, 2007 in Official Records Book 25506, page 1573. (Lot 7, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25506, page 1577.

llll. Mortgage to JP Morgan Chase Bank N.A., filed April 3, 2007 in Official Records Book 25506, page 1582. (Lot 7, Block 4 PB 165-58 (North).

mmmm. Mortgage to JP Morgan Chase Bank N.A., filed April 3, 2007 in Official Records Book 25506, page 1601. (Lot 7, Block 4 PB 165-58 (North).

nnnn. Special Warranty Deed to Geraldo Heredia filed May 2, 2007 in Official Records Book 25583, page 4920. (Lot 9, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25583, page 4924.

oooo. Mortgage to Mers as nominee, filed May 2, 2007 in Official Records Book 25583, page 4929. (Lot 9, Block 3 PB 165-58 (North).

pppp. Mortgage to Mers as nominee, filed May 2, 2007 in Official Records Book 25583, page 4949. (Lot 9, Block 3 PB 165-58 (North).

qqqq. Special Warranty Deed to Lamya Shaban and Abdulaziz Abal filed May 4, 2007 in Official Records Book 25591, page 270. (Lot 8, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25591, page 276.

rrrr. Mortgage to Mers as nominee, filed May 4, 2007 in Official Records Book 25591, page 281. (Lot 8, Block 4 PB 165-58 (North).

ssss. Special Warranty Deed to Patricia Maria Linero filed May 4, 2007 in Official Records Book 25591, page 340. (Lot 2, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25591, page 344.

tttt. Mortgage to JP Morgan Chase Bank N.A., filed May 4, 2007 in Official Records Book 25591, page 349. (Lot 2, Block 3 PB 165-58 (North).

uuuu. Mortgage to JP Morgan Chase Bank N.A., filed May 4, 2007 in Official Records Book 25591, page 368. (Lot 2, Block 3 PB 165-58 (North).

vvvv. Special Warranty Deed to Nedezka Carolina Baquedano filed May 8, 2007 in Official Records Book 25599, page 1481. (Lot 13, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25599, page 1515.

wwww. Mortgage to JP Morgan Chase Bank N.A., filed May 4, 2007 in Official Records Book 25599, page 1485. (Lot 13, Block 4 PB 165-58 (North).

xxxx. Mortgage to JP Morgan Chase Bank N.A., filed May 4, 2007 in Official Records Book 25599, page 1504. (Lot 13, Block 4 PB 165-58 (North).

yyyy. Special Warranty Deed to Alexis N. Carcamo Madrid filed May 16, 2007 in Official Records Book 25623, page 2065. (Lot 1, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25623, page 2082.

zzzz. Mortgage to Mers as Nominee filed May 16, 2007 in Official Records Book 25623, page 2071. (Lot 1, Block 3 PB 165-58 (North).

aaaaa. Special Warranty Deed to Alba Correa filed May 16, 2007 in Official Records Book 25625, page 1103. (Lot 13, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25625, page 1107.

bbbbb. Mortgage to Mers as Nominee filed May 16, 2007 in Official Records Book 25625, page 1112. (Lot 13, Block 3 PB 165-58 (North).

ccccc. Special Warranty Deed to Evelyn M. Ganem and Humberto A. Mastrodomenico, filed May 16, 2007 in Official Records Book 25625, page 1323 (Lot 6, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25625, page 1327.

ddddd. Mortgage to Mers as Nominee filed May 16, 2007 in Official Records Book 25625, page 1332. (Lot 6, Block 4 PB 165-58 (North).

eeeee. Special Warranty Deed to Sandra Patricia Ganem and Hernando Ivan Ortega Polania, filed May 16, 2007 in Official Records Book 25625, page 1577 (Lot 8, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25625, page 1581.

fffff. Mortgage to JP Morgan Chase Bank, N.A., filed May 16, 2007 in Official Records Book 25625, page 1586. (Lot 8, Block 3 PB 165-58 (North).

ggggg. Mortgage to JP Morgan Chase Bank, N.A., filed May 16, 2007 in Official Records Book 25625, page 1609. (Lot 8, Block 3 PB 165-58 (North).

hhhhh. Special Warranty Deed to Milagros T. Morante filed May 17, 2007 in Official Records Book 25629, page 3444. (Lot 10, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25629, page 3448.

iiiii. Mortgage to Mers as Nominee filed May 17, 2007 in Official Records Book 25629, page 3453. (Lot 10, Block 4 PB 165-58 (North).

jjjjj. Special Warranty Deed to Jaime Eduardo Penagos and Katherine Consuelo Ganem filed May 18, 2007 in Official Records Book 25633, page 25. (Lot 4, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25633, page 29.

kkkkk. Mortgage to JP Morgan Chase Bank, N.A., filed May 18, 2007 in Official Records Book 25633, page 34. (Lot 4, Block 4 PB 165-58 (North).

lllll. Mortgage to JP Morgan Chase Bank, N.A., filed May 18, 2007 in Official Records Book 25633, page 57. (Lot 4, Block 4 PB 165-58 (North).

mmmmm. Special Warranty Deed to Roberto Crespo and Diana I. Crespo filed May 22, 2007 in Official Records Book 25639, page 1676. (Lot 11, Block 4 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25639, page 1680.

nnnnn. Mortgage to Mers as nominee filed May 22, 2007 in Official Records Book 25639, page 1685. (Lot 11, Block 4 PB 165-58 (North).

ooooo. Special Warranty Deed to Orlando Cerrate and Grace Montes filed May 24, 2007 in Official Records Book 25648, page 3504. (Lot 5, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25648, page 3508.

ppppp. Mortgage to JP Morgan Chase Bank NA filed May 24, 2007 in Official Records Book 25648, page 3513. (Lot 5, Block 3 PB 165-58 (North).

qqqqq. Special Warranty Deed to John J. Jaramillo and Dania Padilla filed May 24, 2007 in Official Records Book 25648, page 3760. (Lot 12, Block 3 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25648, page 3764.

rrrrr. Mortgage to Mers as nominee filed May 24, 2007 in Official Records Book 25648, page 3769. (Lot 12, Block 3 PB 165-58 (North).

sssss. Mortgage to Mers as nominee filed May 24, 2007 in Official Records Book 25648, page 3793 (Lot 12, Block 3 PB 165-58 (North).

ttttt. Special Warranty Deed to Angel Gabet filed February 23, 2007 in Official Records Book 25392, page 2629. (Lot 3, Block 2 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25392, page 2633.

uuuuu. Mortgage to Mers as nominee filed February 23, 2007 in Official Records Book 25392, page 2639. (Lot 3, Block 2 PB 165-58 (North).

vvvvv. Mortgage to Mers as nominee filed February 23, 2007 in Official Records Book 25392, page 2661 (Lot 3, Block 2 PB 165-58 (North).

wwwww. Special Warranty Deed to Peter A. Hassano and Brooke M. Hassanos filed February 26, 2007 May 24, 2007 in Official Records Book 25398, page 847. (Lot 6, Block 1 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25398, page 851.

xxxxx. Mortgage to Mers as nominee filed February 26, 2007 in Official Records Book 25398, page 856. (Lot 6, Block 1 PB 165-58 (North).

yyyyy. Mortgage to Mers as nominee filed February 26, 2007 in Official Records Book 25398, page 876 (Lot 6, Block 1 PB 165-58 (North).

zzzzz. Mortgage to Mers as nominee filed July 23, 2007 in Official Records Book 25799, page 1166(Lot 1, Block 2 PB 165-58 (North).

aaaaaa. Mortgage to Mers as nominee filed July 23, 2007 in Official Records Book 25799, page 1148(Lot 1, Block 2 PB 165-58 (North).

bbbbbb. Special Warranty Deed to Amparo Borrero filed July 23, 2007 in Official Records Book 25799, page 1139. (Lot 1, Block 2 PB 165-58 (North). Joinder in South Kendall CDD filed in Official Records Book 25799, page 1143.

cccccc. Quit Claim Deed from Ernesto DeLeon, a single woman to Sandra M. Fernandez, a single woman, as tenants in common with rights of survivorship, filed July 9, 2007 in Official Records Book 25762, page 387. (Lot 10, Block 3 (North).

dddddd. Special Warranty Deed to Shiella M. Mayrina and Francomar Del Puerto filed June 27, 2007 in Official Records Book 25736, page 2628. Joinder in South Kendall CDD filed in Official Records Book 25736, page 2632. (Lot 2 Block 5 PB 165-58 (North)

eeeeee. Mortgage from Shiella M. Mayrina and Francomar Del Puerto to Mers as nominee filed June 27, 2007 in Official Records Book 25736, page 2637 (Lot 2, Block 5 PB 165-58 (North)

ffffff. Mortgage from Shiella M. Mayrina and Francomar Del Puerto to Mers as nominee filed June 8, 2007 in Official Records Book 25736, page 2657 (Lot 2, Block 5 PB 165-58 (North)

gggggg. Special Warranty Deed to Julio Mesa filed June 27, 2007 in Official Records Book 25736, page 2486. Joinder in South Kendall CDD filed in Official Records Book 25736, page 2490. (Lot 8 Block 5 PB 165-58 (North)

hhhhhh. Mortgage from Julio Mesa to JP Morgan Chase Bank, N.A. filed June 27, 2007 in Official Records Book 25736, page 2495 (Lot 8, Block 5 PB 165-58 (North)

iiiiii. Mortgage from Julio Mesa to JP Morgan Chase Bank, N.A. filed June 27, 2007 in Official Records Book 25736, page 2514 (Lot 8, Block 5 PB 165-58 (North)

jjjjjj. Special Warranty Deed to Tatiana P. Mendoza and Jose M. Dumar filed June 27, 2007 in Official Records Book 25736, page 2302. Joinder in South Kendall CDD filed in Official Records Book 25736, page 2306.(Lot 1, Block 6 PB 165-58 (North)

kkkkkk. Mortgage to Mers, as nominee filed June 27, 2007 in Official Records Book 25736, page 2311 (Lot 1, Block 6 PB 165-58 (North)

llllll. Mortgage from Julio Mesa to Mers, as nominee filed June 27, 2007 in Official Records Book 25736, page 2336 (Lot 1, Block 6 PB 165-58 (North)

mmmmmm. Special Warranty Deed to Alba Correa and Claudio Micieli filed June 20, 2007 in Official Records Book 25717, page 2000.(Lot 11, Block 3 PB 165-58 (North)

nnnnnn. Mortgage to JP Morgan Chase Bank N.A., filed June 20, 2007 in Official Records Book 25717, page 2005 (Lot 11, Block 3 PB 165-58 (North)

oooooo. Special Warranty Deed to Ricardo J. Valdes and Dayani Aguirre filed June 19, 2007 in Official Records Book 25715, page 791. Joinder in South Kendall CDD filed in Official Records Book 25715, page 795. (Lot 4 Block 6 PB 165-58 (North)

pppppp. Mortgage to Mers as nominee filed June 19, 2007 in Official Records Book 25715, page 800 (Lot 4, Block 6 PB 165-58 (North)

qqqqqq. Mortgage to Mers as nominee filed June 8, 2007 in Official Records Book 25715, page 820 (Lot 4, Block 6 PB 165-58 (North)

Additionally, based solely on the Unanimous Written Consent of Directors in Lieu of Meeting of Board of Directors of GMAC Model Home Finance, LLC, (the "Company") effective as of May 6, 2006, either Brian K. Murray, Executive Vice President, Thomas R. Kranz, Vice President, or Mark P. Paniccia, Vice President of the Company is authorized to execute the petition on behalf of the Company. (As to Parcel I.)

That either Anthony Seijas, Greg McPherson, Rey Melendi or Carlos Gonzalez, each as Vice President, are authorized to sign on behalf of Lennar Homes, LLC, a Florida limited liability company. (As to Parcel II)

None of the exceptions listed above will restrict the use of the property for the purposes set forth in the petition, as applicable.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida, and am a member in good standing of the Florida Bar.

Respectfully submitted this 22nd day of August, 2007

JONATHAN S. MARCUS
HOLLAND & KNIGHT LLP
P.O. Box 14070 (Zip Code 33302-4070)
One East Broward Boulevard, Suite 1300
Fort Lauderdale, FL 33301 # 4659181_v2

Exhibit " A"

Legal Description

PARCEL I:

All of "Tuscany Villas West". according to the Plat thereof recorded in Plat Book 166, page 41, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida, and the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4, less the Southerly 209.00 feet thereof of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Northwest Corner of the Southwest 1/4, of the Southeast 1/4 of said Section 14; thence S03deg14min56secE, along the West Line of the Southeast 1/4 of said Section 14 for a distance of 243.71 feet; thence N87deg41min46secE for a distance of 35.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N87deg41min46secE, along the North Line of the South 209.00 feet of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 629.48 feet to a point on the West Line of said Lot 1; thence S02deg57min26secE, along the West Line of said Lots 1 and 2, for a distance of 1075.45 feet to the Southwest Corner of said Lot 2; thence N87deg47min04secE, along the Southerly Line of said Lot 2, said line being coincident with the North Right-of-way Line of S.W. 136th Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 164.76 feet to the Southeast Corner of said Lot 2; thence N02deg53min04secW, along the Easterly Line of said Lots 1 and 2, for a distance of 1285.01 feet to the Northeast Corner of said Lot 1; thence S87deg39min08secW, along the North Line of said Lot 1 and its Westerly Prolongation, said line being coincident with the South Right-of-way Line of S.W. 132nd Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 771.52 feet to a point of curvature of a circular curve to the left, concave to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg54min04sec for an arc distance of 39.66 feet to a point of tangency; thence S03deg14min56secE, along a line 35.00 feet East of and parallel with the said West Line of the Southeast 1/4 of said Section 14, for a distance of 183.33 feet to the POINT OF BEGINNING.

PARCEL II:

LEGAL DESCRIPTION:

All of "COURTS AT TUSCANY NORTH", according to the plat thereof, as recorded in Plat Book 165, at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described by "meets and bounds" as follows:

BEGIN at the Northwest Corner of Tract "A", of said Plat of "COURTS AT TUSCANY NORTH"; the next described three (3) courses and distance being along the Northerly, Northeasterly and Easterly Line of said Tract "A"; 1) thence N87deg39min08secE for a distance of 439.29 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 2) thence Easterly, Southeasterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg40min53sec for an arc distance of 39.13 feet to a point of tangency; 3) thence S02deg39min59secE for a distance of 423.34 feet to the Southeast Corner of said Tract "A"; thence S87deg39min08secW, along the Southerly Line of said Tract "A" and along the Southerly Line of Blocks 1 and 2 of said Plat of "COURTS AT TUSCANY NORTH", for a distance of 497.45 feet to the Southwest Corner of said Tract "A"; thence N02deg53min04secW, along the Westerly Line of said Tract "A", for a distance of 448.21 feet to the POINT OF BEGINNING.

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CFN 2007R0705442
OR Bk 25783 Pgs 4221 - 4225; (5pgs)
RECORDED 07/17/2007 13:59:16
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on May 31, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of May, 2007.

WITNESSES:

Print Name: William Gonzalez

Print Name: Mariana Oramas

Arleyne Arguello

Nicholas Diana

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of May, 2007 by Arleyne Arguello, a single woman and Nicholas Diana, a single man, OWNER, who is personally known to me or who produced FL driver's licenses as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
William Gonzalez
Commission # DD541742
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
William Gonzalez
Print Name

Rev. 2/21/07

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Block 5 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

Rev. 2/21/07

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

SAMPLE

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

SAMPLE

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

STATE OF FLORIDA, COUNTY OF DADE
I HEREBY CERTIFY that this is a true copy of the
filed in this office on 17 day of
, A.D. 20 07
Witness my hand and Official Seal.
HARVEY RUVIN, CLERK, of Circuit and County Courts
By _____ 2025 D.C.

Rev. 2/21/07

CFN 2007R0578690
OR Bk 25687 Pgs 0414 - 418; (5pgs)
RECORDED 06/08/2007 14:45:08
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on May 31, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

J.P #59

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Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 31st day of May, 2007.

WITNESSES:

Print Name: Roberto Pires

Print Name: **Mariana Oramas**

Jaime E. Penagos

Katherine C. Ganem

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 31st day of May, 2007 by Jaime E. Penagos and Katherine C. Ganem, husband and wife, OWNER, who is personally known to me or who produced FLORIDA DRIVER LICENSE as identification on behalf of the company.

My commission expires:

ROBERTO PIRES
MY COMMISSION # DD 392644
EXPIRES: February 16, 2009
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
Roberto Pires
Print Name

Rev. 2/21/07

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EXHIBIT A

LEGAL DESCRIPTION

Lot 3 in Block 3 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

Rev. 2/21/07

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____

_____

_____

_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

SAMPLE

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2____.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

OWNER:

_____

_____

SAMPLE

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida

_____
Print Name

Rev. 2/21/07

CFN 2007R0242827
OR Bk 25431 Pgs 2177 - 2181; (5pgs)
RECORDED 03/09/2007 13:42:30
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on February 23, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

RCUC

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 23rd day of February, 2007.

WITNESSES:

Print Name: Eduardo Montano

Print Name: Mariana Oramas

Ruben Cruz

Monica Cruz

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 23rd day of February, 2007 by Ruben Cruz and Monica Cruz, husband and wife, OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
Eduardo Montano
Print Name

EDUARDO MONTANO
MY COMMISSION # DD 320513
EXPIRES: May 18, 2008
Bonded Thru Notary Public Underwriters

Rev. 2/21/07

89

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Block 2 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

SAMPLE

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

SAMPLE

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2_____.

WITNESSES:

OWNER:

SAMPLE

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ identification.

SAMPLE

My commission expires:

_____

NOTARY PUBLIC, State of Florida

_____

Print Name

CFN 2007R0238780
OR Bk 25428 Pgs 0992 - 996; (5pgs)
RECORDED 03/08/2007 15:14:22
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on February 26, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 26th day of February, 2007.

WITNESSES:

Print Name: Armand Arango Jr

Print Name: **Mariana Oramas**

Gustavo Trejo

Aura M. Corser

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26th day of February, 2007 by Gustavo Trejo and Aura M. Corser, husband and wife, OWNER, who is personally known to me or who produced Florida Driver License as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
Armand Arango Jr
Print Name

ARMAND ARANGO, JR.
MY COMMISSION # DD 452392
EXPIRES: July 18, 2009
Bonded Thru Notary Public Underwriters

Rev. 2/21/07

EXHIBIT A

LEGAL DESCRIPTION

Lot 5 in Block 1 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

DRAFT

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2____.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

OWNER:

_____

_____

SAMPLE

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____

NOTARY PUBLIC, State of Florida

_____

Print Name

Rev. 2/21/07

CFN 2007R0238744
OR Bk 25428 Pgs 0859 - 863; (5pgs)
RECORDED 03/08/2007 15:08:54
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on February 28, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of February, 2007.

WITNESSES:

Print Name: Margarita Calderon

Print Name: Mariana Oramas

Erlenis S. Garcia De Rondon

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28th day of February, 2007 by Erlenis S. Garcia De Rondon, an unmarried woman, OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

MARGARITA CALDERON
MY COMMISSION EXPIRES
November 14, 2008
#DD 371330
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC, State of Florida

Print Name

Rev. 2/21/07

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Block 1 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

SAMPLE

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

SAMPLE

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2_____.

WITNESSES: **OWNER:**

_____ _____

Print Name: _____

_____ _____

Print Name: _____

SAMPLE

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____

NOTARY PUBLIC, State of Florida

_____

Print Name

RECORD AND RETURN TO:
NORTH AMERICAN TITLE COMPANY
7200 N.W. 107 AVENUE, SUITE 100
MIAMI, FL 33172

CFN 2007R0233131
OR Bk 25423 Pgs 3169 - 3173; (5pgs)
RECORDED 03/07/2007 14:11:13
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on February 28, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 28th day of February, 2007.

WITNESSES:

Print Name: E. Cabrera

Print Name: Mariana Oramas

Rachidk Bilbao

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28th day of February, 2007 by Rachidk Bilbao, a married man, OWNER, who is personally known to me or who produced FCDC as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Print Name

E. CABRERA
Notary Public - State of Florida
My Commission Expires Sep 26, 2009
Commission # DD464883
Bonded By National Notary Assn.

Rev. 2/21/07

EXHIBIT A

LEGAL DESCRIPTION

Lot 6 in Block 2 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

SAMPLE

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2_____.

WITNESSES: **OWNER:**

SAMPLE

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

SAMPLE

My commission expires:

_____
NOTARY PUBLIC, State of Florida

_____
Print Name

CFN 2007R0201066
OR Bk 25398 Pgs 0851 - 855; (5pgs)
RECORDED 02/26/2007 15:40:27
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on February 22, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 22nd day of February, 2007.

WITNESSES:

Print Name: Eduardo Montano

Print Name: Mariana Oramas

Peter A. Hassanos

Brooke M. Hassanos

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 22nd day of February, 2007 by Peter A. Hassanos and Brooke M. Hassanos, husband and wife, OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida

Eduardo Montano

Print Name

EDUARDO MONTANO
MY COMMISSION # DD 320513
EXPIRES: May 18, 2008
Bonded Thru Notary Public Underwriters

Rev. 2/21/07

EXHIBIT A

LEGAL DESCRIPTION

Lot 6 in Block 1 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

SAMPLE

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ___ day of _____, 2_____.

SAMPLE

WITNESSES: **OWNER:**

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this ___ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

SAMPLE

My commission expires:

_____
NOTARY PUBLIC, State of Florida

_____
Print Name

Rev. 2/21/07

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

CFN 2007R0194181
OR Bk 25392 Pgs 2633 - 2638; (6pgs)
RECORDED 02/23/2007 16:03:23
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "**Petitioner**") and others in the pending annexation of land into the South Kendall Community Development District (the "**CDD**") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as **Exhibit B** will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

113

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of February, 2007.

WITNESSES:

Print Name: Eduardo Montano

Print Name: William Gonzalez

OWNER

By: _____

Name: ANGEL GABET

WITNESSES:

Print Name: _____

Print Name: _____

OWNER

By: _____

Name: _____

Title: _____

Date: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of February, 2007 by Angel Gabet as _____ of OWNER, who is personally known to me or who produced FL driver's license as identification on behalf of the company.

My commission expires:

EDUARDO MONTANO
MY COMMISSION # DD 320513
EXPIRES: May 18, 2008
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
Print Name Eduardo Montano

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___ by _____ as _____ of OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
Print Name _____

EXHIBIT "A"

Lot 3, in Block 2, of COURTS AT TUSCANY NORTH, according to the plat thereof, as recorded in Plat Book 165, Page 58, of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____

_____

_____

_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

SAMPLE

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "**Owner**") of the following described property (the "**Property**"), in Miami-Dade County, Florida, to-wit:

SEE **EXHIBIT A** ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "**Petitioner**") and others in the pending annexation of land into the South Kendall Community Development District (the "**CDD**") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

SAMPLE

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this _____ day of _____, 200_.

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

OWNER

By: _____
Name: _____
Title: _____
Date: _____

SAMPLE

WITNESSES:

_____
Print Name: _____

_____
Print Name: _____

OWNER

By: _____
Name: _____
Title: _____
Date: _____

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___ by _____ as _____ of OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

_____
NOTARY PUBLIC, State of Florida
Print
Name _____

SAMPLE

STATE OF FLORIDA)
) SS.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 200___ by _____ as _____ of OWNER, who is personally known to me or who produced _____ as identification on behalf of the company.

My commission expires:

_____
NOTARY PUBLIC, State of Florida
Print
Name _____

CFN 2007R0726145
DR Bk 25799 Pgs 1143 - 1147; (5pgs)
RECORDED 07/23/2007 13:35:40
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on July 19, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

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Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 19th day of July, 2007.

WITNESSES:

Print Name: William Gonzalez

Print Name: Mariana Oramas

Amparo D. Borrero

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 19th day of July, 2007 by Amparo D. Borrero, a married woman, OWNER, who is personally known to me or who produced FL drivers license as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida
William Gonzalez
Print Name

NOTARY PUBLIC-STATE OF FLORIDA
William Gonzalez
Commission # DD541742
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Rev. 2/21/07

120

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25799.1143|1|5 Page 2 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:41 AM EST

EXHIBIT A

LEGAL DESCRIPTION

Lot 1 in Block 2 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

Rev. 2/21/07

121

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25799.1143|1|5 Page 3 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:41 AM EST

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

SAMPLE

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

SAMPLE

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

122

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2_____.

SAMPLE

WITNESSES: **OWNER:**

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____
NOTARY PUBLIC, State of Florida

_____
Print Name

SAMPLE

Rev. 2/21/07

123

CFN 2007R0642658
OR Bk 25736 Pgs 2632 - 2636; (5pgs)
RECORDED 06/27/2007 13:44:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

~~Ladies and~~ Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on June 21, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

124

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2632|1|5 Page 1 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:49 AM EST

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 21st day of June, 2007.

WITNESSES:

Print Name: William Gonzalez

Print Name: Mariana Oramas

Shiella M. Mayrina

Francomar Del Puerto

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 21st day of June, 2007 by Shiella M. Mayrina, an unmarried woman and Francomar Del Puerto, an unmarried man, OWNER, who is personally known to me or who produced FL driver's licenses as identification on behalf of the company.

My commission expires: 4/18/10

NOTARY PUBLIC-STATE OF FLORIDA
William Gonzalez
Commission # DD541742
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
William Gonzalez
Print Name

Rev. 2/21/07

125

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2632|1|5 Page 2 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:50 AM EST

EXHIBIT A

LEGAL DESCRIPTION

Lot 2 in Block 5 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

Rev. 2/21/07

126

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2632|1|5 Page 3 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:50 AM EST

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

SAMPLE

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

127

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2_____.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

OWNER:

_____

_____

SAMPLE

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____

NOTARY PUBLIC, State of Florida

_____

Print Name

Rev. 2/21/07

128

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2632|1|5 Page 5 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:50 AM EST

CFN 2007R0642587
OR Bk 25736 Pgs 2490 - 2494; (5pgs)
RECORDED 06/27/2007 13:39:12
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on June 26, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

Rev. 2/21/07

129

:der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2490|1|5 Page 1 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:55 AM EST

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 26th day of June, 2007.

WITNESSES:

Print Name: William Gonzalez

Print Name: Mariana Oramas

Julio Mesa

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26th day of June, 2007 by Julio Mesa, a single man, OWNER, who is personally known to me or who produced FL drivers license as identification on behalf of the company.

My commission expires:

NOTARY PUBLIC-STATE OF FLORIDA
William Gonzalez
Commission # DD541742
Expires: APR. 18, 2010
Bonded Thru Atlantic Bonding Co., Inc.

NOTARY PUBLIC, State of Florida
William Gonzalez
Print Name

Rev. 2/21/07

130

rder: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2490|1|5 Page 2 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:56 AM EST

EXHIBIT A

LEGAL DESCRIPTION

Lot 8 in Block 5 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

Rev. 2/21/07

131

der: 300704188aa Doc: 2.0|1|12086|BP|OR.25736.2490|1|5 Page 3 of 5 Created By: lcadavid Printed: 8/14/2007 9:49:56 AM EST

EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being o[illegible] (the [illegible]ner[illegible] of the fo[illegible]wing d[illegible]d property (the "Property"), in Miami-Dade County, Flo[illegible]a, to-wit:

SEE EXHIBIT A ATTACH[illegible]ERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damag[illegible] to Petitioner and Owner agrees for itself and its successors and assigns that bec[illegible]ue damag[illegible]s cannot be determined in advance, any person or entity failing to comp[illegible] wi[illegible] this Jo[illegible]der sh[illegible] Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATU[illegible]RE INCL[illegible]DED ON THE FOLLOWING PAGE]

SAMPLE
SAMPLE

Rev. 2/21/07

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Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2____.

WITNESSES: **OWNER:**

SAMPLE

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

SAMPLE

_____

NOTARY PUBLIC, State of Florida

_____

Name

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CFN 2007R0613880
OR Bk 25715 Pgs 0795 - 799; (5pgs)
RECORDED 06/19/2007 14:05:22
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

Jeffrey R. Margolis, Esq.
Jeffrey R. Margolis, P.A.
Duane Morris LLP
200 S. Biscayne Blvd., Suite 3400
Miami, FL 33131

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on June 15, 2007, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder in the form attached hereto as Exhibit B will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

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MV
D.A.

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der: 300704188aa Doc: 2.0|1|12086|BP|OR.25715.795|1|5 Page 1 of 5 Created By: lcadavid Printed: 8/14/2007 9:50:07 AM EST

Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 15th day of June, 2007.

WITNESSES:

Print Name: Eduardo Montano

Print Name: William Gonzalez

Ricardo J. Valdes Alfonso

Dayani Aguirre

STATE OF FLORIDA)
) ss.:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15th day of June, 2007 by Ricardo J. Valdes Alfonso and Dayani Aguirre, husband and wife, OWNER, who is personally known to me or who produced F.L.D.L. as identification on behalf of the company.

My commission expires:

EDUARDO MONTANO
MY COMMISSION # DD 320513
EXPIRES: May 18, 2008
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, State of Florida
Eduardo Montano
Print Name

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EXHIBIT A

LEGAL DESCRIPTION

Lot 4 in Block 6 of COURTS AT TUSCANY NORTH, according to the Plat thereof, as recorded in Plat Book 165 at Page 58, of the Public Records of Miami-Dade County, Florida.

RV
D.A.

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EXHIBIT B

FORM OF JOINDER TO BE EXECUTED

THIS INSTRUMENT PREPARED BY:

_____
_____
_____
_____

SAMPLE

JOINDER IN THE SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT
TO: MIAMI-DADE COUNTY

Ladies and Gentlemen:

The undersigned, being owner (the "Owner") of the following described property (the "Property"), in Miami-Dade County, Florida, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

does hereby join with South Kendall Community Development District (the "Petitioner") and others in the pending annexation of land into the South Kendall Community Development District (the "CDD") as described in that certain petition submitted on _____, which include, the above referred to parcel of land. This Joinder is a covenant running with the land. The Owner agrees for itself and its successors and assigns that Petitioner is hereby appointed as Owner's attorney in fact to execute on behalf of Owner and its successors and assigns any and all documents required in connection with the CDD. This grant of power of attorney is coupled with an interest and is irrevocable. Each person acquiring title to the Property is put on notice that the Property will be included within the boundaries of the CDD and subject to assessments respecting the CDD. Furthermore, Owner agrees that in the event of a re-sale, a Joinder identical to this joinder will be required to be executed by the successor in title and recorded in the public records of Miami-Dade County, Florida. In the event that such Joinder is not executed and recorded, any subsequent conveyance of the Property shall be deemed not to be effective.

Without limiting the foregoing, in the event for any reason Miami-Dade County requires that Owner or any successor in title to Owner sign any document in connection with the CDD, Owner or its successor shall be bound to sign such document. Any failure to do so will result in damages to Petitioner and Owner agrees for itself and its successors and assigns that because such damages cannot be determined in advance, any person or entity failing to comply with this Joinder shall pay Petitioner $100,000 as liquidated damages and not as a penalty.

[ADDITIONAL TEXT AND SIGNATURES ARE INCLUDED ON THE FOLLOWING PAGE]

SAMPLE

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Additionally, Petitioner shall be entitled to be reimbursed all attorney and paraprofessional fees and costs at trial and upon appeal in the event it must enforce this Joinder against any person bound hereby.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2____.

WITNESSES:

OWNER:

SAMPLE

_____ _____

Print Name: _____

_____ _____

Print Name: _____

STATE OF FLORIDA

) ss.:

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this _____ day of _____, 2_____ by _____, OWNER, who is personally known to me or who produced _____ as identification.

My commission expires:

_____

NOTARY PUBLIC, State of Florida

_____

Print Name

SAMPLE

Rev. 2/21/07

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This instrument was prepared by:	
Name: Address:	_____ _____ _____ _____
	(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") to Expand the South Kendall Community Development District (the "District") filed February ___, 2007, and approved pursuant to Ordinance No. _____ enacted by the Board on [insert month, day, and year] (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 an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $2,613,000. EACH RESIDENTIAL UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,933 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,200 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 $2,613,000. EACH RESIDENTIAL UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,933 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,200 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

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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; 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 0 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 $2,613,000. EACH RESIDENTIAL UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $17,933 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,200 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:

SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE SOUTH KENDALL 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 SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN COURTS AT TUSCANY. A PURCHASER OF PROPERTY IN COURTS AT TUSCANY 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 SOUTH KENDALL COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE COURTS AT TUSCANY AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [*INSERT APPROPRIATE CONTACT INFORMATION*]."

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

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

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

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

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

2. BENEFITS AND ENFORCEMENT.

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

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining

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

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including 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 15 day of February 2007

OWNER:
GMAC Model Home Finance, LLC, a Delaware limited liability company

By: _____

Name: Monika Peets
Title: ~~Assistant~~ Vice President

Owner's Address:

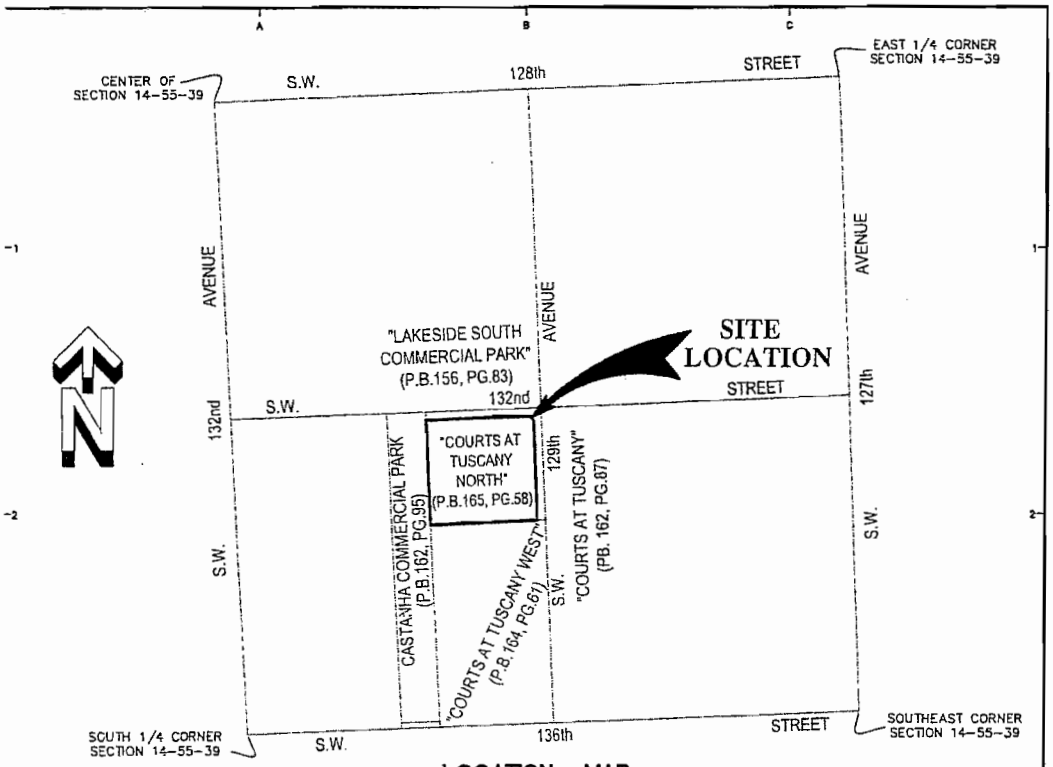
STATE OF Virginia
COUNTY OF Henrico

The foregoing instrument was acknowledged before me by Monika Peets, the Asst Vice Pres of GMAC Model Home Finance, LLC, this 15 day of February, 2007 who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of ~~Florida~~ VA at Large
Print Name: Nicole Kemp
My commission expires: 04/30/2008
originally commissioned as Nicole Borlui

Exhibit A

LEGAL DESCRIPTION



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 15, TOWNSHIP 55 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA

(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. LB. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

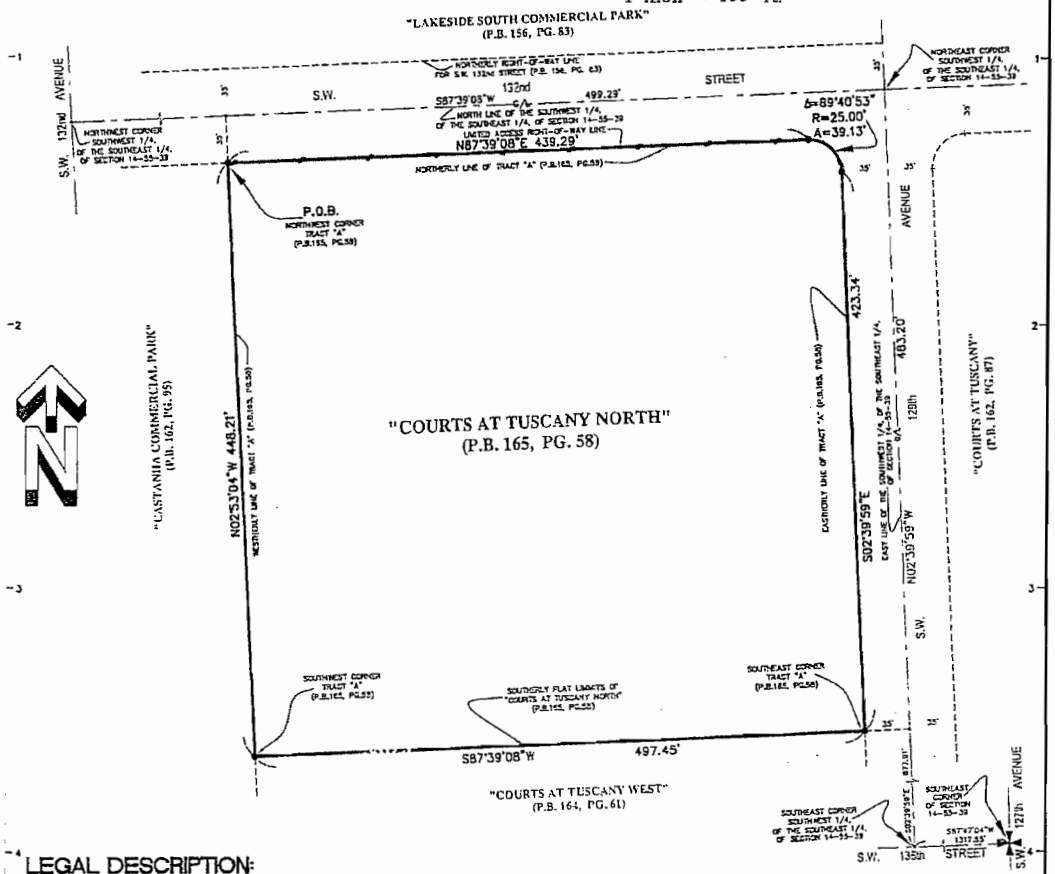
COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1	
PRC CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 058059-5801	OF 2 SHEETS	

LEGEND:
P.O.B. = Point of Beginning
P.O.C. = Point of Commence
P.B. = Plat Book
PG. = Page

GRAPHIC SCALE
100 0 50 100 200 400
(IN FEET)
1 inch = 100 ft.



LEGAL DESCRIPTION:

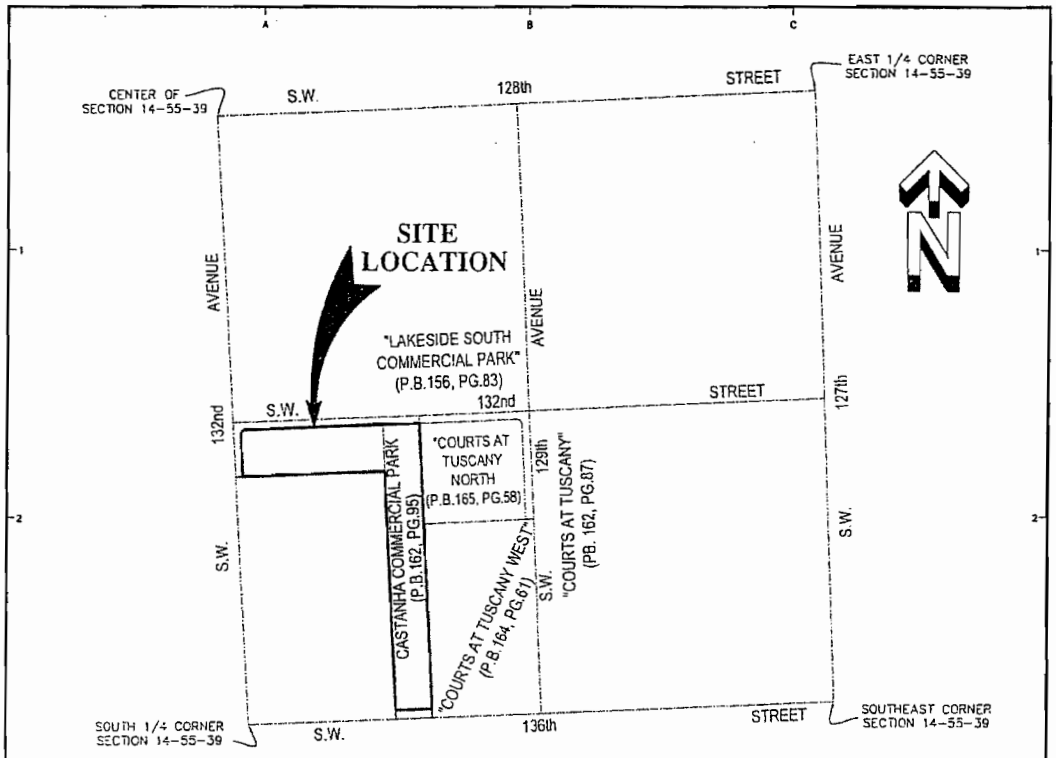
All of "COURTS AT TUSCANY NORTH", according to the plat thereof, as recorded in Plat Book 165, at Page 58 of the Public Records of Miami-Dade County, Florida, being more particularly described by "meets and bounds" as follows:

BEGIN at the Northwest Corner of Tract "A", of said Plat of "COURTS AT TUSCANY NORTH"; the next described three (3) courses and distance being along the Northerly, Northeasterly and Easterly Line of said Tract "A"; 1) thence N87deg39min08secE for a distance of 439.29 feet to a point of curvature of a circular curve to the right, concave to the Southwest; 2) thence Easterly, Southeasterly and Southerly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 89deg40min53sec for an arc distance of 39.13 feet to a point of tangency; 3) thence S02deg39min59secE for a distance of 423.34 feet to the Southeast Corner of said Tract "A"; thence S87deg39min08secW, along the Southerly Line of said Tract "A" and along the Southerly Line of Blocks 1 and 2 of said Plat of "COURTS AT TUSCANY NORTH", for a distance of 497.45 feet to the Southwest Corner of said Tract "A"; thence N02deg53min04secW, along the Westerly Line of said Tract "A", for a distance of 448.21 feet to the POINT OF BEGINNING. Contaning 207,514.20 Square Feet or 4.76 Acres more or less.

COURTS AT TUSCANY NORTH

FORD, ARMENTEROS & MANUCY, 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, LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2	
DWG CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801	OF 2 SHEETS	



LOCATION MAP

SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 55 SOUTH, RANGE 39 EAST,
MIAMI-DADE COUNTY, FLORIDA
(NOT TO SCALE)

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 an assumed value S87°39'08"W, along the North Line of the SW 1/4, of the SW 1/4 of Section 14-55S-39E, 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 utilizes 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 61G17-6, Florida Administrative Code.

Ford, Armenteros and Manucy, Inc. L.B. #6557

Date: NOVEMBER 8, 2006.
Revised:

Ricardo Rodriguez, P.S.M., For the Firm
Professional Surveyor and Mapper
State of Florida, Registration No.5936

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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 & SURVEYOR'S NOTES			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 1	
DWG. CHECKED BY:	SCALE: AS SHOWN	OF 4 SHEETS	
CHECKED BY:	PROJECT No: 053059-5601		

LEGAL DESCRIPTION:

Lots 1 and 2, Block 1, of "CASTANHA COMMERCIAL PARK", according to the plat thereof, as recorded in Plat Book 162, at Page 95 of the Public Records of Miami-Dade County, Florida, and the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4, less the Southerly 209.00 feet thereof of Section 14, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

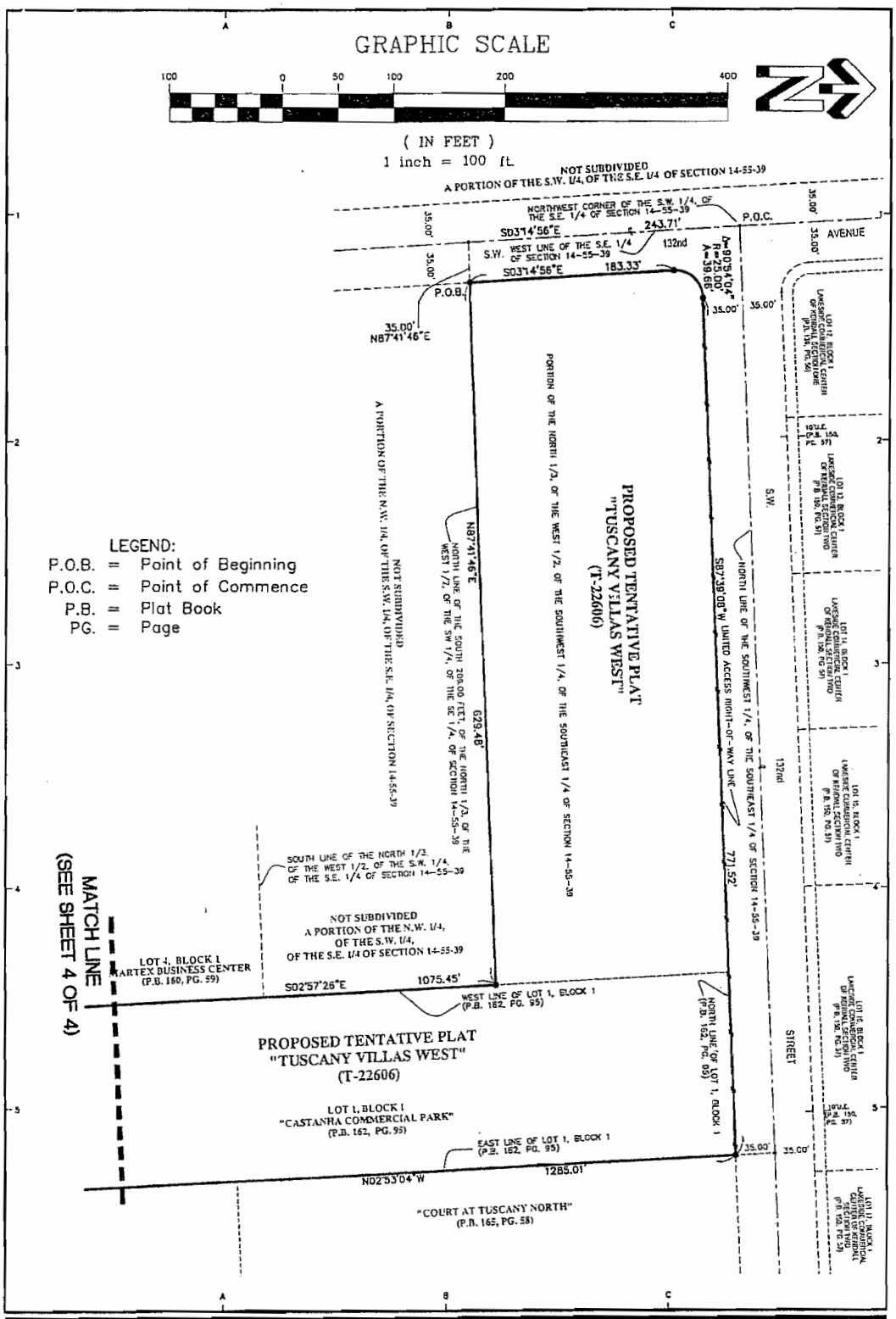
COMMENCE at the Northwest Corner of the Southwest 1/4, of the Southeast 1/4 of said Section 14; thence S03deg14min56secE, along the West Line of the Southeast 1/4 of said Section 14 for a distance of 243.71 feet; thence N87deg41min46secE for a distance of 35.00 feet to the POINT OF BEGINNING of the hereinafter described Parcel of Land; thence continue N87deg41min46secE, along the North Line of the South 209.00 feet of the North 1/3, of the West 1/2, of the Southwest 1/4, of the Southeast 1/4 of said Section 14, for a distance of 629.48 feet to a point on the West Line of said Lot 1; thence S02deg57min26secE, along the West Line of said Lots 1 and 2, for a distance of 1075.45 feet to the Southwest Corner of said Lot 2; thence N87deg47min04secE, along the Southerly Line of said Lot 2, said line being coincident with the North Right-of-way Line of S.W. 136th Street as shown on said Plat of "CASTANHA COMMERCIAL PARK", for a distance of 164.76 feet to the Southeast Corner of said Lot 2; thence N02deg53min04secW, along the Easterly Line of said Lots 1 and 2, for a distance of 1285.01 feet to the Northeast Corner of said Lot 1; thence S87deg39min08secW, along the North Line of said Lot 1 and its Westerly Prolongation, said line being coincident with the South Right-of-woy Line of S.W. 132nd Street os shown on said Plot of "CASTANHA COMMERCIAL PARK", for a distance of 771.52 feet to a point of curvature of a circular curve to the left, concove to the Southeast; thence Westerly, Southwesterly and Southerly along the arc of said curve, having for its elements o radius of 25.00 feet, through a central angle of 90deg54min04sec for an arc distance of 39.66 feet to a point of tongency; thence S03deg14min56secE, along a line 35.00 feet East of and parallel with the said West Line of the Southeast 1/4 of said Section 14, for a distance of 183.33 feet to the POINT OF BEGINNING.

Containing 344,214.94 Square Feet or 7.90 Acres more or less.

TUSCANY VILLAS WEST

FORD, ARMENTEROS & MANUCY, 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: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 2 OF 4 SHEETS	
DWG CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT No: 05B069-5801		



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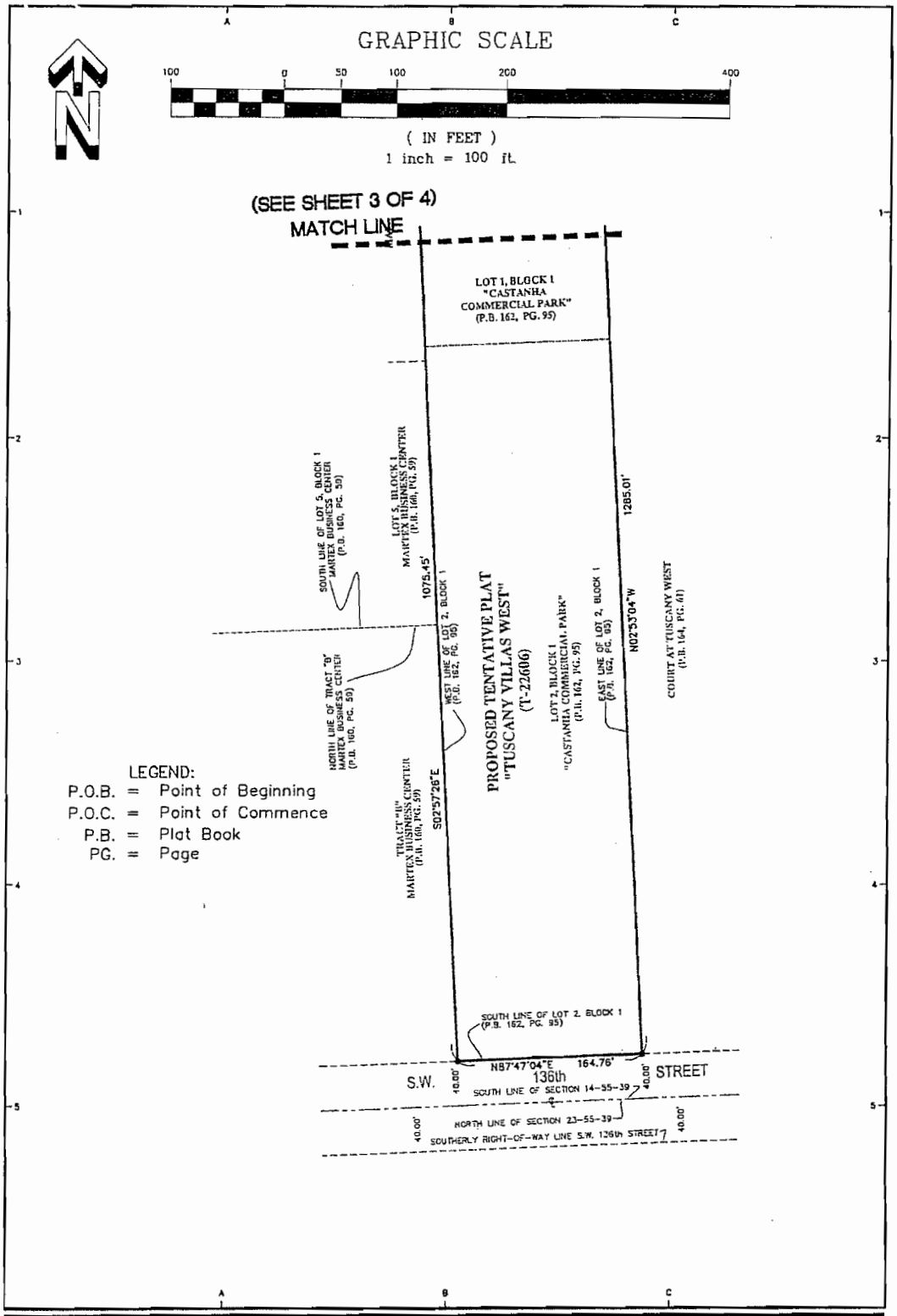
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 3 OF 4 SHEETS	
DWG. CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801		



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MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION			
SHEET NAME: SKETCH TO ACCOMPANY LEGAL DESCRIPTION AND LEGEND			
PREPARED FOR: LENNAR HOMES, INC.			
DRAWN BY: R.RODRIGUEZ	DATE: NOVEMBER 8, 2006.	SHEET: 4	
DWG. CHECKED BY:	SCALE: 1" = 100'		
CHECKED BY:	PROJECT No: 05B069-5801		of 4 SHEETS

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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)
Residential Unit	$1,200	$242	$1,442

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)
Residential Unit	$21.00	$0	$100

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)
Residential Unit	$17,933	$36,000

____ ____ PURCHASERS INITIALS

1. The District: All of the residential dwelling units ("**Dwelling Units**") in the Courts at Tuscany (the "**Development**") are also located within the boundaries of the South Kendall 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 Residential Unit is expected to be approximately **$1,200.00** (approximately **$100** 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 Residential Unit over the term of the Bonds [30 years] is approximately **$36,000.00**.

_____ _____ 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 **$242** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

PURCHASER:

_____

Print Name: _____

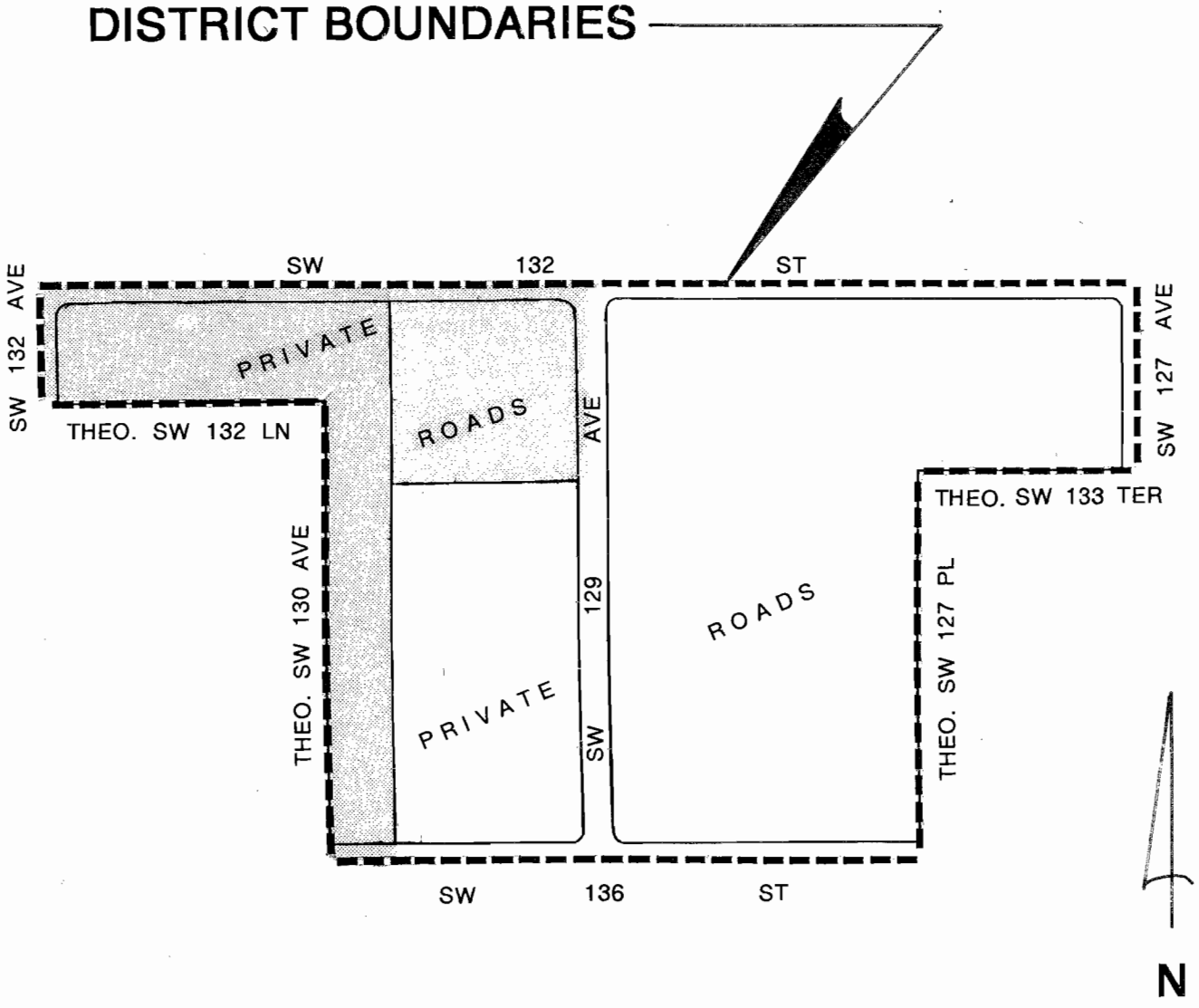
Date: _____

PURCHASER:

_____

Print Name: _____

Date: _____



SOUTH KENDALL

COMMUNITY DEVELOPMENT DISTRICT

(EXPANDED)

EXPANSION AREA SHOWN SHADED

167

(COMM. 0009)

SECTION: 14-55-39

EXHIBIT "B"

TO THE ORDINANCE (Revised 12/14/07)