

MEMORANDUM

Agenda Item No. 5(B)

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**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 17, 2012

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

**SUBJECT:** Ordinance granting petition  
of Adrian Developers of De  
La Fuente Parcel, LLC., for  
establishment of a Community  
Development District

Ordinance No. 12-60

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The accompanying ordinance was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.



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R. A. Cuevas, Jr.  
County Attorney

RAC/jls

# Memorandum



**Date:** July 17, 2012

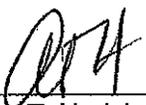
**To:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor 

**Subject:** Ordinance granting petition of the Adrian Developers Community Development District

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The proposed ordinance granting petition to establish the A.H. at Turnpike South Community Development District will not have a fiscal impact to the County.

  
\_\_\_\_\_  
Alina T. Hudak  
Deputy Mayor/County Manager

Fis6912

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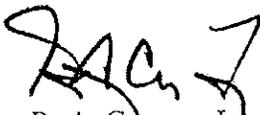


# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

**DATE:** July 17, 2012

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

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

Please note any items checked.

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

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

Agenda Item No. 5(B)  
7-17-12

ORDINANCE NO. 12-60

ORDINANCE GRANTING PETITION OF ADRIAN DEVELOPERS OF DE LA FUENTE PARCEL, LLC., ("PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY; EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

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

**WHEREAS**, Adrian Developers of De La Fuente Parcel, LLC., ("Petitioner") has petitioned for the establishment of the A.H. at Turnpike South Community Development District (the "District"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Petition to establish the A.H. at Turnpike South Community Development District over the real property described in the Petition attached hereto, which was filed by Adrian Developers of De La Puente Parcel, LLC., a Florida limited liability company, on May 17, 2012, 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" to the Ordinance.

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

Section 4. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit “C” to the Ordinance.

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

Peter Adrian

Olga Adrian

Patricia Alonso

Carmen Ochoa

Alvaro L. Adrian

Section 6. The name of the District shall be the A.H. at Turnpike South Community Development District.

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

Section 8. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the A.H. at Turnpike South Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

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

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

Section 11. All bonds issued by the A.H. at Turnpike South Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

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

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

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

Section 15. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the A.H. at Turnpike South Community Development District, in connection with the petition submitted by Adrian Developers of De La Puente Parcel, LLC., and approved herein.

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

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

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

PASSED AND ADOPTED: July 17, 2012

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

Prime Sponsor: Commissioner Dennis C. Moss

Handwritten signature of Gerald T. Heffernan, consisting of a stylized 'GTH' and a circled signature below it.

EXHIBIT "A" TO THE ORDINANCE



IN RE: AN ORDINANCE TO ESTABLISH )  
THE A.H. AT TURNPIKE SOUTH )  
COMMUNITY DEVELOPMENT DISTRICT )

PETITION

Petitioner, Adrian Developers of De La Fuente Parcel, LLC, ("Petitioner"), hereby petitions the Miami-Dade County Commission to establish a Community Development District ("District") with respect to the land described herein and in support of the Petition, Petitioner states:

1. The proposed District is located within the unincorporated area of Miami-Dade County. Exhibit 1 depicts the general location of the project. The proposed District covers 76.12 acres of land. The metes and bounds description of the external boundaries of the District is set forth in Exhibit 2. There is no real property within the external boundaries of the proposed District, which is to be excluded from the District.

2. Attached to this Petition as Exhibit 3 and made a part hereof is the written consent to the establishment of the District by the owner of 100% of the real property to be included in the District.

3. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District as shown in Exhibit 8 are as follows:

- 1. Peter Adrian
- 2. Olga Adrian
- 3. Patricia Alonso
- 4. Carmen Ochoa
- 5. Alvaro L. Adrian

4. The proposed name of the District to be established is A.H. At Turnpike South Community Development District("AHTSCDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on the site. Exhibit 5A identifies the existing water and sewer lines in the vicinity of the site.

6. The proposed timetable for the construction of District services is shown on Exhibit 4A and the estimated cost of constructing the services, based on available data, is shown on Exhibit 4B. These are good faith estimates but are not binding on the Petitioner or the District and are subject to change.

7. Petitioner is in the process of developing the project as a residential community. The proposed uses for the land within the District are 368 dwelling units. The proposed uses for the land included within the proposed District are in compliance

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with the Miami-Dade County Future Land Use Element. The County Master Plan and Future Land Use Element designate the land contained within the proposed District for low density residential. The future general distribution, location and extent of public and private uses of land proposed for the area within the District are shown on Exhibit 5.

8. Exhibit 6 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.

9. Exhibit 7 is the proposed boundaries of the Community Development District.

10. Petitioner hereby requests that the proposed district be granted the right to exercise all powers provided for in Sections 190.012(1), 2(a) and 2(b).

11. The Petitioner is Adrian Developers of De La Fuente Parcel, LLC whose address is 11970 SW 64 Street, Miami, FL 33183.

12. The property within the proposed District is amenable to operating as an independent special district for the following reasons:

a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Development Master Plan, as amended.

b. The area of land within the proposed District is part of a unified plan of development for which a development plan has been approved by Miami-Dade County. The land encompassing the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

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

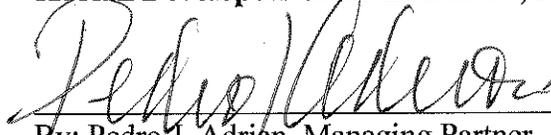
d. The proposed District will be the best alternative available for delivering community infrastructure to the area to be served because the District provides a governmental entity for delivering the infrastructure in a manner that does not financially impact persons residing outside the District.

**WHEREFORE**, Petitioner respectfully requests the Miami-Dade County Commission to:

1. Hold a public hearing as required by Section 190.005(2) (b), Florida Statutes to consider the establishment of the A.H. At Turnpike South Community Development District and;
2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the A.H. At Turnpike South Community Development District.

Respectfully submitted this 10<sup>th</sup> day of Feb., 2012

**Adrian Developers of De La Fuente, Parcel, LLC**



By: Pedro J. Adrian, Managing Partner  
11970 SW 64<sup>th</sup> Street  
Miami, FL 33183



# A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT

## CONTENTS

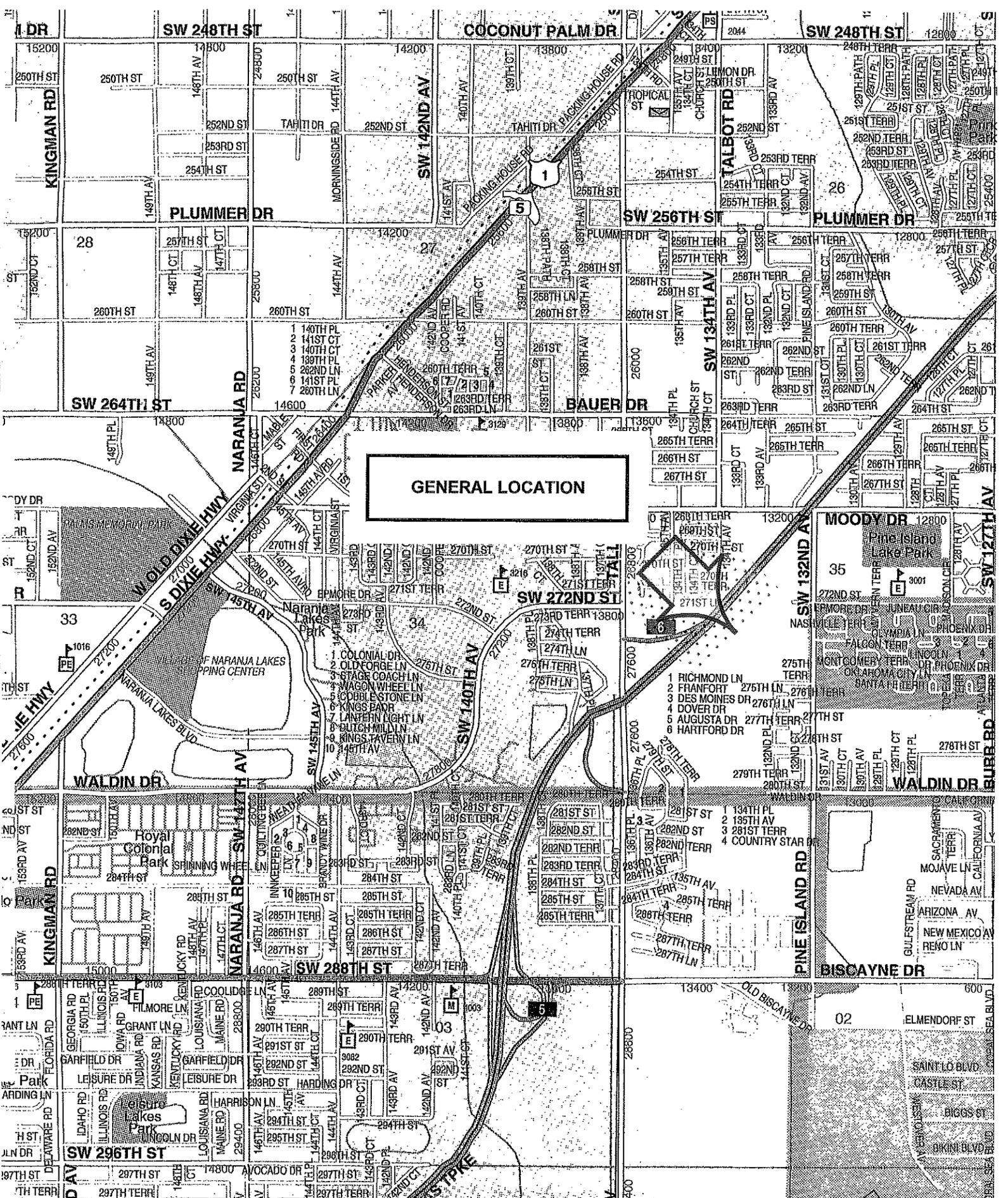
<b>A.</b>	<b>PETITION FOR ORDINANCE</b>	5 pages	
	Exhibit 1	Location Map	
	Exhibit 2	Legal Description	
	Exhibit 3	Consent & Joinder – Adrian Developers of De La Fuente Parcel, LLC	
	Exhibit 4A	Estimated Infrastructure Construction Time Table	
	Exhibit 4B	Construction Costs Estimates	
	Exhibit 5	Public Private Uses Map	
	Exhibit 5A	Water & Sewer Lines Location Map	
	Exhibit 6	Statement of Regulatory Costs	8 pages
	Exhibit 7	District Boundaries Map	
	Exhibit 8	Resumes of Proposed Supervisors	7 pages
	Exhibit 9	Opinion of Title	
	Exhibit 10	Surveyors Certificate of Legal Description	
	Exhibit 11	Right-of-Way Obligation Statement	
<b>B.</b>	<b>COVENANT</b>		
	Exhibit A	Legal Description	
	Exhibit B	Disclosure Statement	



## EXHIBITS

### **A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Exhibit 1	Location Map
Exhibit 2	Legal Description
Exhibit 3	Consent and Joinder
Exhibit 4A	Estimated Infrastructure Construction Time Table
Exhibit 4B	Construction Costs Estimates
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Exhibit 11	Right-of-Way Obligation Statement



**GENERAL LOCATION**

- 1 RICHMOND LN
- 2 FRANFORT 275TH LN
- 3 DES MOINES DR
- 4 DOVER DR
- 5 AUGUSTA DR
- 6 HARTFORD DR

**EXHIBIT 1**  
**GENERAL LOCATION OF THE PROJECT**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

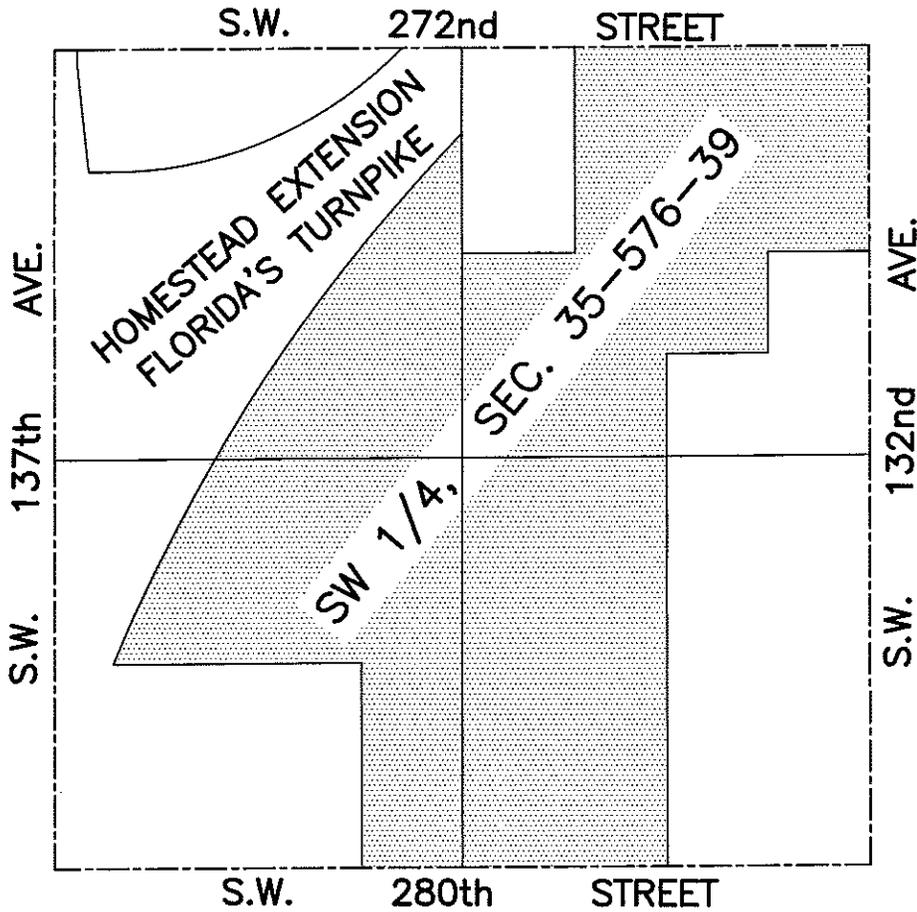


**EXHIBIT 2**  
**LEGAL DESCRIPTION**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

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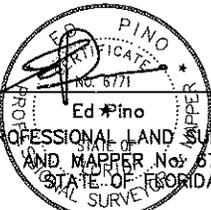
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE: NTS



**LEGAL DESCRIPTION:**

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E 1/2 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SW 1/4 OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°46'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.

  
 Ed \*ino  
 PROFESSIONAL LAND SURVEYOR  
 AND MAPPER No. 6771  
 STATE OF FLORIDA  
 DATE: MARCH 13, 2012

**American Services of Miami, Corp.**  
 Consulting Engineers . Planners . Surveyors  
  
 9360 S.W. 72nd Street, Suite 200  
 Miami, Florida, 33173  
 PH: (305) 598-5101  
 FAX: (305) 598-8627  
 ASOMIAMI.COM  
 LB 6683

**EXHIBIT 3**  
**AFFIDAVIT OF OWNERSHIP AND CONSENT**  
**TO THE CREATION OF THE**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

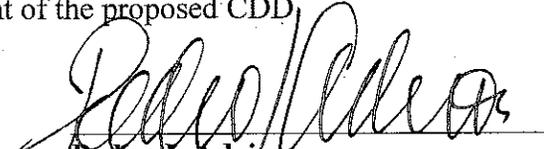
STATE OF FLORIDA            )  
COUNTY OF MIAMI-DADE)

On this 10<sup>th</sup> day of FEBRUARY 2012, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Pedro J. Adrian**, who, after being duly sworn, deposes and says:

1. Affiant **Pedro J. Adrian**, an individual, is the Managing Partner of, **Adrian Developers of De La Fuente Parcel, LLC**;
2. **Adrian Developers of De La Fuente Parcel, LLC** is the owner of the following described property, to wit:  

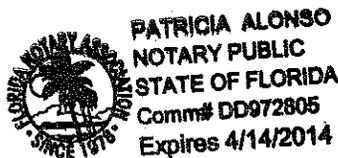
See Exhibit "A" attached hereto (the "Property")
3. Affiant, **Pedro J. Adrian**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Corporation, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the **A.H. at Turnpike South Community Development District** (the "Proposed CDD").
4. The property represents all of the real property to be included in the Proposed CDD.
5. Affiant, **Pedro J. Adrian** on behalf of **Adrian Developers of De La Fuente Parcel, LLC**, the sole owner of the property in the capacity described above, hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

  
Pedro J. Adrian

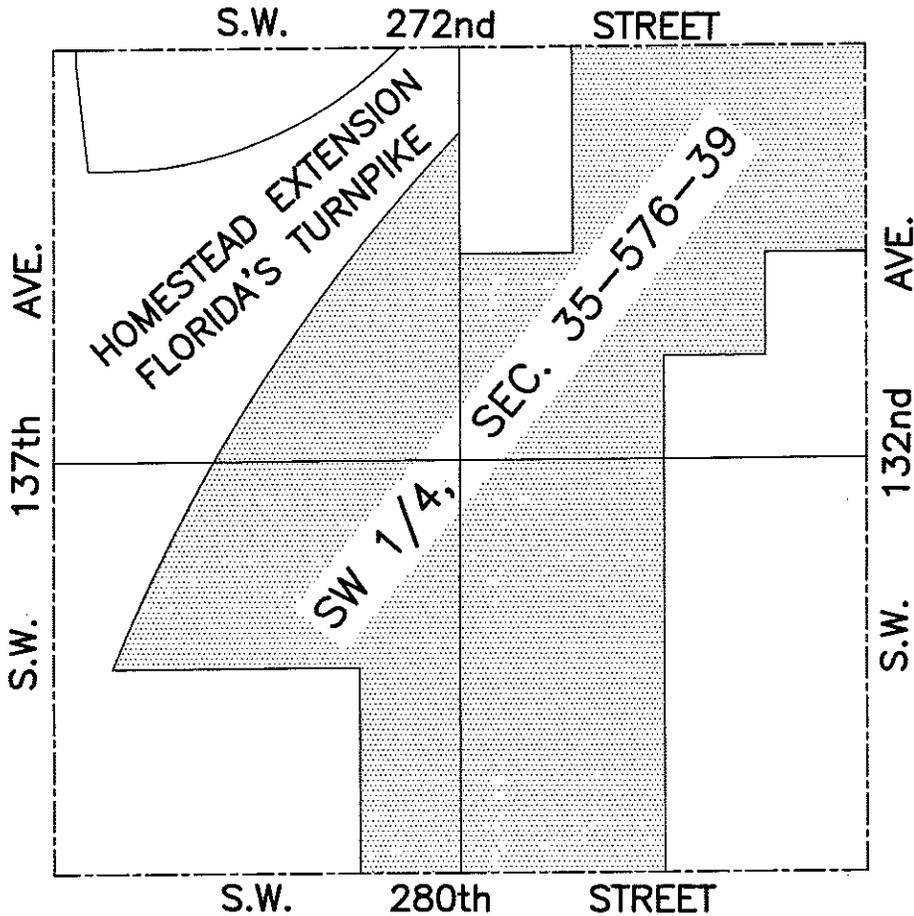
Subscribed and sworn to before me this 10 day of Feb, 2012, by  
Pedro J. ADRIAN, who personally  
appeared before me, and is personally known.

Notary: Patricia Alonso  
Print Name: Patricia Alonso  
Notary Public, State of Florida



# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE: NTS



**LEGAL DESCRIPTION:**

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**EXHIBIT 4A**  
**ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

<b><u>IMPROVEMENT</u></b>	<b><u>START DATE</u></b>	<b><u>COMPLETE DATE</u></b>
EARTHWORK	APRIL 2012	APRIL 2015
WASTEWATER SYSTEM	APRIL 2012	APRIL 2015
WATER SUPPLY SYSTEM	APRIL 2012	APRIL 2015
SURFACE WATER MGMT	APRIL 2012	APRIL 2015
ROADS AND PAVING	APRIL 2012	APRIL 2015
OFFSITE IMPROVEMENTS	APRIL 2012	APRIL 2015
LANDSCAPING	APRIL 2012	APRIL 2015
ENTRANCE FEATURES	APRIL 2102	APRIL 2015
SIDEWALKS	APRIL 2012	APRIL 2015



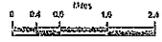
**EXHIBIT 4B**  
**CONSTRUCTION COSTS ESTIMATES**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

LAND ACQUISITION	\$600,000
EARTHWORK	\$600,000
WASTEWATER SYSTEM	\$770,000
WATER SUPPLY SYSTEM	\$825,000
SURFACE WATER MANAGEMENT	\$275,000
ROADS AND PAVING	\$475,000
OFFSITE IMPROVEMENTS	\$100,000
LANDSCAPING	\$150,000
ENTRANCE FEATURES	\$75,000
OTHER (SIDEWALKS)	\$275,000
SOFT COSTS (ENGINEERING, ETC.) @ 6%	\$248,700
CONTINGENCY @ 10%	\$439,370
<b>TOTAL ESTIMATED PROJECT COSTS</b>	<b>\$4,833,070</b>

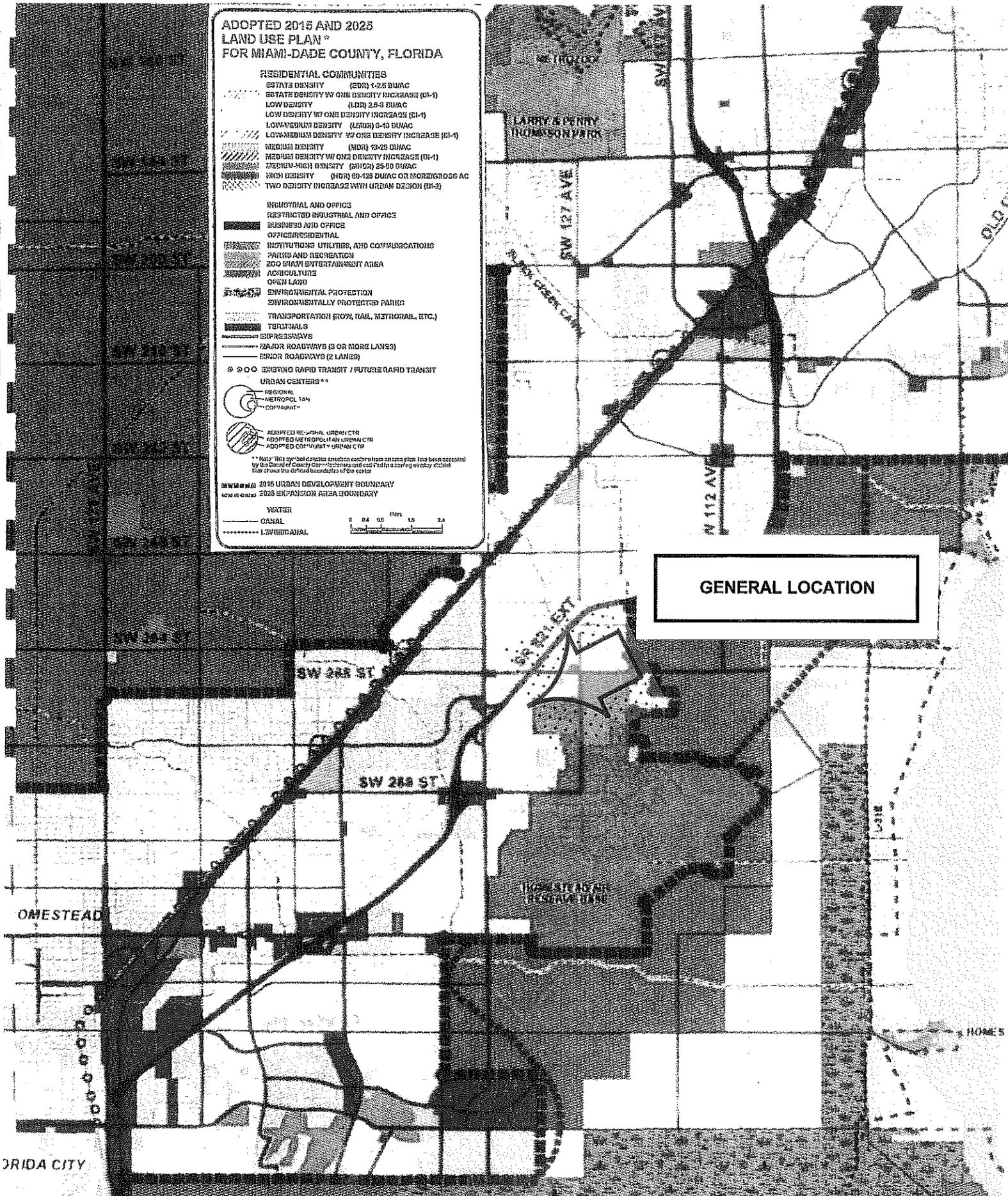
**ADOPTED 2015 AND 2025  
LAND USE PLAN\*\*  
FOR MIAMI-DADE COUNTY, FLORIDA**

- RESIDENTIAL COMMUNITIES**
- ESTATE DENSITY (EDR) 1-2.5 DU/AC
  - ESTATE DENSITY W/ ONE DENSITY INCREASE (D1-1)
  - LOW DENSITY (LD) 2.5-5 DU/AC
  - LOW DENSITY W/ ONE DENSITY INCREASE (D1-1)
  - LOW-MEDIUM DENSITY (LMD) 5-13 DU/AC
  - LOW-MEDIUM DENSITY W/ ONE DENSITY INCREASE (D1-1)
  - MEDIUM DENSITY (MD) 13-25 DU/AC
  - MEDIUM DENSITY W/ ONE DENSITY INCREASE (D1-1)
  - MEDIUM-HIGH DENSITY (MHD) 25-50 DU/AC
  - HIGH DENSITY (HDR) 50-125 DU/AC OR MORE/GROSS AC
  - TWO DENSITY INCREASE WITH URBAN DESIGN (D1-2)
- INDUSTRIAL AND OFFICE**
- RESTRICTED INDUSTRIAL AND OFFICE
  - BUSINESS AND OFFICE
  - OFFICE/RESIDENTIAL
- RECREATION AND COMMUNICATIONS**
- RECREATION UTILITIES, AND COMMUNICATIONS
  - PARKS AND RECREATION
  - ZOO/MINOR ENTERTAINMENT AREA
  - AGRICULTURE
  - OPEN LANDS
- ENVIRONMENTAL PROTECTION**
- ENVIRONMENTALLY PROTECTED PARKS
  - TRANSPORTATION (ROW, RAIL, METRO/RAIL, ETC.)
  - TERMINALS
  - EXPRESSWAYS
  - MAJOR ROADWAYS (3 OR MORE LANES)
  - MINOR ROADWAYS (2 LANES)
  - EXISTING RAPID TRANSIT / FUTURE RAPID TRANSIT
  - URBAN CENTERS\*\*
- REGIONAL METROPOLITAN COMMUNITY**
- ADOPTED REGIONAL URBAN CTR
  - ADOPTED METROPOLITAN URBAN CTR
  - ADOPTED COMMUNITY URBAN CTR
- BOUNDARIES**
- 2015 URBAN DEVELOPMENT BOUNDARY
  - 2025 EXPANSION AREA BOUNDARY
- WATER**
- CANAL
  - LAKE/CANAL

\*\* Note: All regional and metropolitan urban centers on this map have been accepted by the Board of County Commissioners and are listed in a zoning ordinance which also shows the official boundaries of the center.



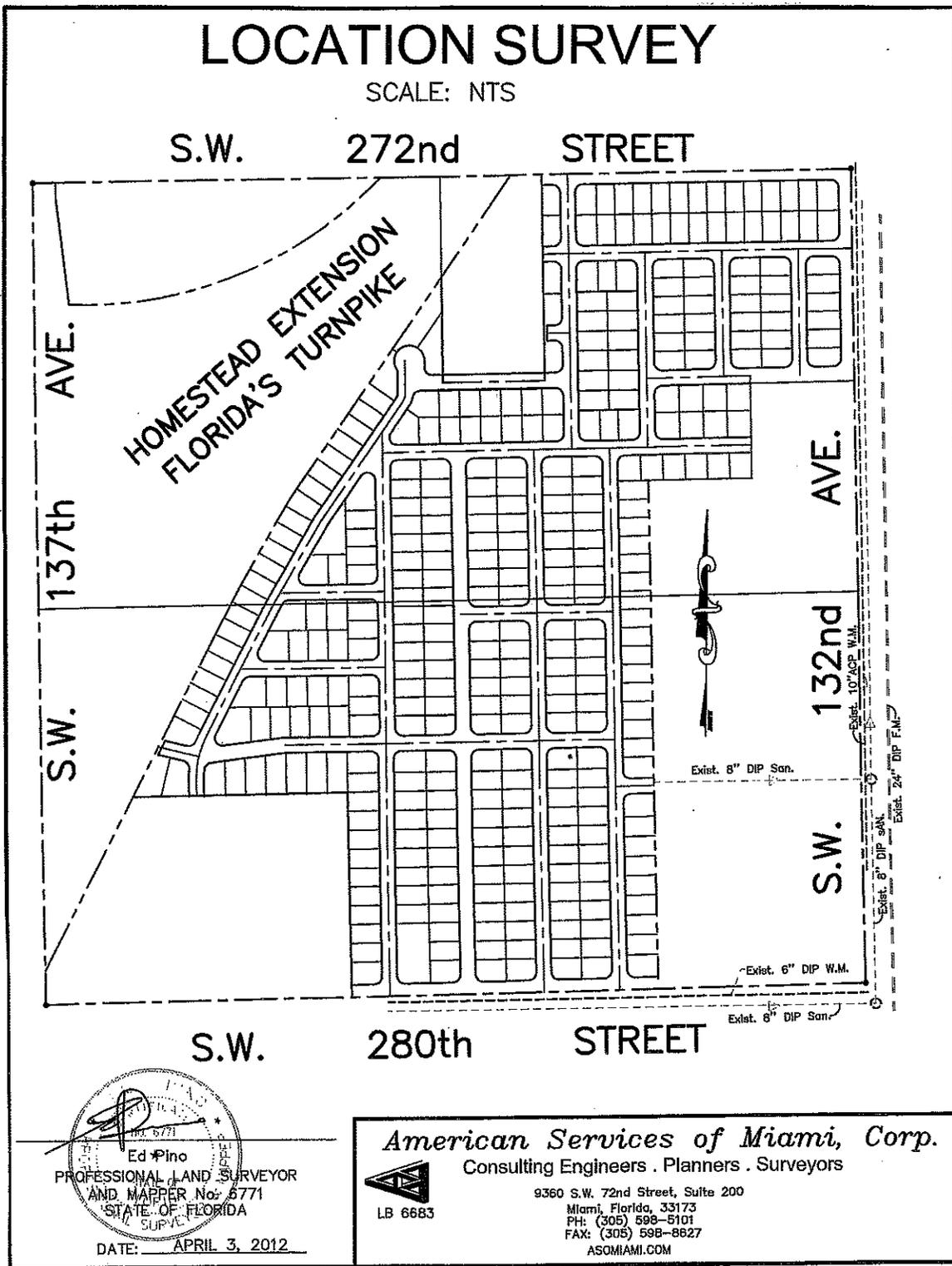
**GENERAL LOCATION**



**EXHIBIT 5  
PUBLIC AND PRIVATE USE MAP  
A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT** 21



**EXHIBIT 5A**  
**WATER & SEWER LINES LOCATION MAP**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**



Ed Pino  
 PROFESSIONAL LAND SURVEYOR  
 AND MAPPER No. 6771  
 STATE OF FLORIDA  
 SURV.  
 DATE: APRIL 3, 2012

**American Services of Miami, Corp.**  
 Consulting Engineers . Planners . Surveyors  
 9360 S.W. 72nd Street, Suite 200  
 Miami, Florida, 33173  
 PH: (305) 598-5101  
 FAX: (305) 598-8827  
 ASOMIAMI.COM

EXHIBIT 6

**A.H. AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT**

**Statement of Estimated Regulatory Costs**

March 20, 2012

Prepared by

*Special District Services, Inc.*  
2501A Burns Road  
Palm Beach Gardens, Florida 33410

(561) 630-4922



## STATEMENT OF ESTIMATED REGULATORY COSTS

### **1.0 Introduction**

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

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to establish the A. H. at Turnpike South Community Development District (“District”). The District comprises approximately 76.12 acres of land located in the unincorporated area of Miami-Dade County, Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) 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 (emphasis added).”

#### **1.2 Overview of A. H. at Turnpike South Community Development District**

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development containing 368 single family residential dwelling units within the boundaries of the District.

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

Section 120.541(2), F.S. (1997), 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, 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 ordinance. 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. Miami-Dade 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 ordinance.

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

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

The A. H. at Turnpike South Community Development District serves land that comprises 76.12 acre residential development to be made up of an estimated 368 residential homes. The estimated population of the District is 950 +/- . The property owners in the District will be individuals that may operate industrial, manufacturing, commercial, retail and non-retail related businesses outside the boundaries of the District. The majority of the property owners in the District will be individuals and families.

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

There is no state agency promulgating any rule relating to this project that is anticipated to affect state or local revenues.

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

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

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### State Governmental Entities

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

### Miami-Dade County

There will be only modest costs to the County for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

The annual costs to Miami-Dade County, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, the Petitioner has included a payment of \$15,000 to offset any expenses the County may incur in the processing of this Petition, or in the monitoring of this District.

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

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

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In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units 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 the proposed District may provide.

**Table 1**

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**Proposed Facilities and Services**

<b>FACILITY</b>	<b>FUNDED BY</b>	<b>O&amp;M BY</b>	<b>OWNERSHIP BY</b>
Waste Water System	CDD	WASA*	WASA*
Water Supply System	CDD	WASA*	WASA*
Surface Water Management	CDD	MDC	MDC
Roads and Paving	CDD	MDC	MDC
Off Site Improvements	CDD	MDC	MDC
Landscaping	CDD	CDD	CDD
Entrance Features	CDD	CDD	CDD
Sidewalks	CDD	MDC	MDC

- WASA = Miami-Dade Water and Sewer Department
- MDC = Miami-Dade County

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates are shown in Table 2 below. Total costs for those facilities, which may be provided, are estimated to be approximately \$4,833,070. The District may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

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

Furthermore, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem special assessments by various names and user fees as a tradeoff for the benefits and facilities that the District provides.

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

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

First, landowners in the District will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

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

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

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

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Cost Estimate for District Facilities

LAND ACQUISITION	\$600,000
EARTHWORK	\$600,000
WASTEWATER SYSTEM	\$770,000
WATER SUPPLY SYSTEM	\$825,000
SURFACE WATER MANAGEMENT	\$275,000
ROADS AND PAVING	\$475,000
OFFSITE IMPROVEMENTS	\$100,000
LANDSCAPING	\$150,000
ENTRANCE FEATURES	\$75,000
OTHER (SIDEWALKS)	\$275,000
SOFT COSTS (ENGINEERING, ETC.) @ 6%	\$248,700
CONTINGENCY @ 10%	<u>\$439,370</u>
TOTAL ESTIMATED PROJECT COSTS	\$4,833,070

**Table 3**

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**Estimated Construction Timetable for District Facilities**

<b><u>IMPROVEMENT</u></b>	<b><u>COMPLETE DATE</u></b>
EARTHWORK	APRIL 2015
WASTEWATER SYSTEM	APRIL 2015
WATER SUPPLY SYSTEM	APRIL 2015
SURFACE WATER MGMT	APRIL 2015
ROADS AND PAVING	APRIL 2015
OFFSITE IMPROVEMENTS	APRIL 2015
LANDSCAPING	APRIL 2015
ENTRANCE FEATURES	APRIL 2015
SIDEWALKS	APRIL 2015

**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 no impact on small businesses because of the establishment of the District. The Miami-Dade County has an estimated population in 2012 that is greater than 10,000; therefore the County is not defined as a "*small*" County according to Section 120.52, F.S, and there will accordingly be no impact on a small County because of the formation of the District.

**6.0 Any additional useful information.**

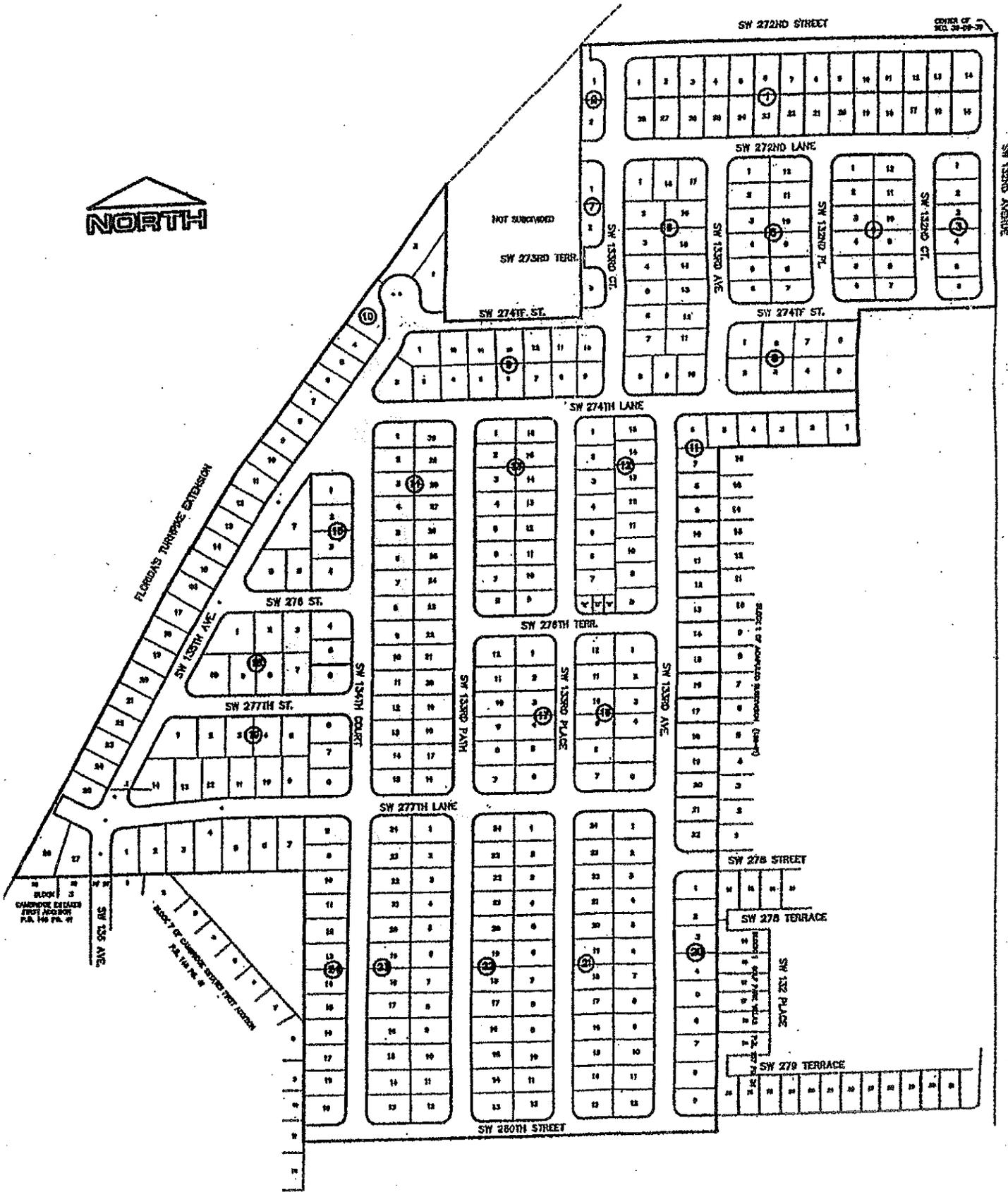
The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

\*\*\*\*\*



**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

<b>REPORT</b>	<b>FL. STATUE CITATION</b>	<b>DUE DATE</b>
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year; if no audit required, by 4/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, semiannually, or annually
Bond Report	218.38	when issued
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30



LOCATION SKETCH  
PORTION OF SW 1/4 OF SEC. 35-56-39

**EXHIBIT 7**  
**DISTRICT BOUNDARIES MAP**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT** 33



**EXHIBIT 8**  
**SUPERVISOR'S RESUMES**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

See attached five (5) Resumes

*Peter Adrian and Adrian Homes, A development tradition*

*Since 1972, the Adrian family has prided itself on building quality homes in South Florida. During the past thirty-four years the Adrian's have delivered over 5,000 single-family homes, as well as numerous retail and commercial centers, each with the same dedication to quality and value that has made Adrian Homes a standard of excellence in the South Florida market.*

**Adrian Homes was started in 1972 by Pedro Adrian Sr., a Cuban immigrant. Adrian Sr. recognized the continuing growth potential of the Miami-Dade County market and the void that existed in providing a value oriented product for a growing community. As most builders, Adrian Sr. began one home at a time. As a builder and salesperson Adrian listened to his customers and quickly learned to fulfill their needs. He prided himself in an attention to details ensuring that his customers received a high quality product. At the time, this level of detail and quality was only available in the luxury market.**

**In 1980, at the age of 18, Pedro Adrian, Jr., or "Peter", joined his father in the homebuilding business. His father required Peter, and later his younger brother Alvaro, to work all construction trades, as well as the sales arena. Through this process Peter learned quickly how to manage projects from land acquisition, through development, construction, and finally, to delivery.**

**In 1985, Peter developed and delivered his first project. Over the ensuing years he went on to develop many more, and together with his father and brother, became pioneers in the industry by being the first to provide as standard features such upgrades as cemented roof tiles, fully tiled floors, covered terraces, Roman tubs and more. Today many of these upgrades are standard features thanks to the innovation of Peter and his family.**

**In the late 1980s and 1990s, the Adrian's expanded their development product beyond homebuilding and into retail centers and light industrial warehousing and grew their market into Broward County, while consistently being ranked among the top five homebuilders in Miami-Dade County. During this period, Peter Adrian saw many business and economic cycles and consistently thrived in every real estate environment. By maintaining a defined vision for their company and a commitment to quality, the Adrian's stood the test of time and forged ahead when many failed.**

**Upon approaching semi-retirement in the mid-1990s, Adrian Sr. looked to his two sons, Peter and Alvaro to carry on the family business. Today, Peter carries on the Adrian tradition through his company Adrian Development Group. Peter Adrian ensures that everyone in the organization maintains the commitment to quality and value that has made Adrian a standard in the industry for the past 25 years.**

**With the recognition that to be a successful developer in the new millennium is not much different that it was in the 70's, Adrian Development Group continues to pay attention to details, listens carefully to its customers, and maintains a close eye on its costs. Capitalizing on the strengths of a respected name and reputation, strong development experience and a keen understanding of the demographic and economic trends that**

**affect the industry, Peter Adrian is forging ahead with new developments throughout the State of Florida.**

**Remaining steadfast to its core mission of providing quality and value, Adrian Development has already successfully embarked into the Treasure Coast and Ocala markets, while reaching deeper into the Miami-Dade market with a strong presence in Doral and an even stronger presence in the South Miami-Dade area. Peter Adrian is now expanding the Adrian reach further north into markets such as West Jacksonville/Baker County, with an emphasis towards master-planned, "new town" type projects that offer coordinated residential, retail, commercial and institutional uses in self-sufficient communities.**

# OLGA ADRIAN

## EDUCATION

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1986 - 1987	Miami-Dade College	Miami, Florida
1987 - 1988	FIU University	
2010 - present	FIU Univeristy	

Bachelor of Science in Psychology by 2013  
Minor in Business Administration by 2013

## WORK EXPERIENCE

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January 2005	Adrian Management Inc.	Miami, Florida
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### Office Manager/Marketing

Oversée and manage staff duties on a daily basis. Handle all payables and payroll operations.

Manage employees' health insurances.

Reconcile bank accounts

Arrange executive travel (international and domestic)

Handle all advertising and marketing

## ACCREDITATIONS AND LICENSES

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State of Florida Real Estate Sales Associate License #SL3242733  
2/24/11 – current

1999 Award – South Florida's Best – Silver Award for the Belladonna Model Home – Interior Decorating – from the Builder's Association of South Florida

# PATRICIA ALONSO

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Miami, FL 33193  
Palonso67@aol.com • (305) 788.6979

## SUMMARY OF QUALIFICATIONS

Skillful and dedicated **Executive Assistant** with extensive experience in the coordination, planning, and support of daily operational and administrative functions.

- ❖ Twenty years experience in a fast paced, dynamic environment providing direct support to an executive of a construction company.
- ❖ Demonstrated capacity to provide comprehensive support for executive-level staff including scheduling meetings, coordinating travel, and effectively managing all essential tasks.
- ❖ Excellent analytic, problem solving and organizational abilities.
- ❖ Ability to handle multiple tasks, projects, priorities and tight deadlines simultaneously while maintaining quality.
- ❖ Excellent interpersonal and communication skills (written and verbal).
- ❖ Strong adaptability, flexibility and resourcefulness.
- ❖ Ability to exercise independent judgment.
- ❖ Proficient in Microsoft Office System, QuickBooks Pro, Microsoft Windows, Word, Excel, Outlook and the internet.
- ❖ Experience in accounts payable and receivable; cash receipts; check processing; bank reconciliations and payroll in QuickBooks.
- ❖ Demonstrate ability to maintain a high level of professionalism and confidentiality.

## PROFESSIONAL EXPERIENCE

ADRIAN DEVELOPMENT GROUP – Miami, Florida

1989 to present

### *Executive Assistant*

- Manage complex business calendar and executive's schedule. Stay updated on priorities on a daily basis.
- Schedule staff meetings with direct reports.
- Provide current agendas and necessary materials to executive prior to meetings.
- Reconcile bank accounts in QuickBooks.
- Process all daily incoming invoices/recurring monthly invoices in QuickBooks.
- Verify and obtain approvals for payment processing in QuickBooks.
- Process all payments in QuickBooks.
- Process biweekly payroll and payroll taxes in QuickBooks.
- Process quarterly and annual state and federal reports for payroll in QuickBooks.
- Process year-end payroll reports in QuickBooks.

*Continued...*

# PATRICIA ALONSO

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Page 2

- Prioritize incoming information and/or appointments. Open/sort mail for executives and team; forward to others when necessary. Review e-mails for priority information and meeting requests as directed.
- Receive and respond to letters, emails, memos and other correspondence.
- Prepare and track various reports
- Arrange executive travel (international and domestic).
- Troubleshoot as needed.
- Receive and screen telephone calls.
- Greet internal and external visitors.

ADRIAN INVESTMENTS CORP. – Miami, Florida

Sept. 1988 to Jan. 1989

## *Receptionist/clerical*

- Front desk receptionist answering phone calls and screening calls for supervisors/managers.
- Filing for all departments.
- Data entry for A/P department.

## EDUCATION

St. Joseph's of the Palisades High School in New Jersey  
Graduation date: June 1985

References upon request

14100 SW 16 Street  
Miami, FL 33175

Phone 305-221-1616  
Fax 305-553-7264

# Carmen Ochoa

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**Work experience**      January 2000 to present

Coral Management Inc. Miami, Florida

**Manager**

- Manage leasing staff for all commercial shopping centers and/or office buildings.
- Manage and oversee staff for any and all operations for the commercial properties.
- Manage the maintenance staff for all commercial properties.
- Process quarterly and annual reports for all commercial properties.
- Handle all banking matters for the commercial properties.
- Meet with potential lessees for all commercial properties.
- Handle all legal matters pertaining to commercial properties.

13780 SW 26 Street, Suite 108  
Miami, FL 33175

Phone 305-485-5501  
Fax 305-486-5502  
E-mail  
alvaro@adrianbuilders.com

# Alvaro L. Adrian

---

June 2004

Adrian Builders, Inc.

Miami, Florida

## **Owner/CEO**

Alvaro Adrian is the founder, 100% owner, and CEO of Adrian Builders Inc. a commercial, office and residential contractor and developer headquartered in Miami, Florida. He has over 25 years of experience building, developing, and managing commercial, industrial, and office projects primarily in Southern Florida area. Adrian has built more than 100 projects.

Adrian Builders also provides personal "hands-on" construction management consulting, construction litigation support, and other specialized construction services. These services include: project completion analysis, consulting, feasibility studies, inspections, management, estimating, cost analysis, scheduling, defect analysis, dispute resolution and expert witness support.

The many projects built and developed include: commercial buildings, retail & shopping centers, office buildings, warehouses buildings

**EXHIBIT 9**  
**OPINION OF TITLE**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

**METROPOLITAN MIAMI-DADE COUNTY-PUBLIC WORKS  
ENGINEERING-SUBDIVISION CONTROL  
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, in compliance with its ordinance No. 57-30, and as an inducement issuing a final plat covering the real property hereinafter described, it is hereby certified that I have examined Attorney's Title Insurance Fund, Inc., Title Commitment No. 11-24872 (the "Commitment") together with certified computer search covering the period from the effective date of the Commitment through February 2, 2012 at 2:30pm (the "Search"), inclusive of the following described real property:

See Exhibit "A" attached hereto

Basing my opinion on said Commitment and Search, we are of the opinion that on the last mentioned date the fee simple title to the above described real property was vested in:

**Adrian Developers of De La Fuente Parcel LLC, a Florida limited liability company**

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

**GENERAL EXCEPTIONS:**

1. All taxes for the year in which this opinion is rendered, unless noted below that such taxes have been paid.
2. Rights of persons other than the above owners who are in possession.
3. Facts that would be disclosed upon accurate survey.
4. Any unrecorded labor, mechanic's or materials' liens.
5. Zoning and other restrictions imposed by governmental authority

**SPECIAL EXCEPTIONS:**

1. Easement granted to the United States of America recorded in Official Records Book 2314, Page 251, of the Public Records of Miami-Dade County, Florida.
2. Quit Claim Deed from the United States of America to Miami-Dade County recorded in Official Records Book 2906, Page 236, of the Public Records of Miami-Dade County, Florida.
3. Deed from Miami-Dade County to the United States of America recorded August 18, 1954 under Clerk's File No. DD-105822, of the Public Records of Miami-Dade County, Florida.
4. Declaration of Taking entered in Case No. 8782, recorded September 2, 1958, under Clerk's File No. 58R-134456, in Official Records Book 983, Page 354, and Amendment to Declaration of Taking

recorded January 14, 1960, under Clerk's File No. 60R-8902, of the Public Records of Miami-Dade County, Florida.

5. Order of Taking between the State of Florida Department of Transportation and Monarch Realty Corporation, et al, entered in Case No. 72-6172, recorded June 8, 1972, under Clerk's File No. 72R-129996, in Official Records Book 7719, Page 131 and in Official Records Book 7747, Page 114, of the Public Records of Miami-Dade County, Florida.

6. Judgment on Declaration of Taking entered in Case No. 917M-SIV, dated December 16, 1943, recorded January 5, 1944 under Clerk's File No. T-373, in Deed Book 2344, Page 3, of the Public Records of Miami-Dade County, Florida.

7. Easement granted to the United States of America by Model Land Company dated February 15, 1943, and recorded August 28, 1943, under Clerk's File No. S-31315, in Deed Book 2314, Page 261, of the Public Records of Miami-Dade County, Florida.

8. Easement granted to Florida Power & Light Company dated March 22, 1956, and recorded April 10, 1956, under Clerk's File No. FF-56987, of the Public Records of Miami-Dade County, Florida.

9. Easement granted to the United States of America dated February 19, 1943, and recorded on August 28, 1943, under Clerk's File No. S-31320, in Deed Book 2314, Page 271, of the Public Records of Miami-Dade County, Florida.

10. Easement granted to the United States of America dated February 17, 1943, and recorded September 17, 1943, under Clerk's File No. S-33656, in Deed Book 2318, Page 230, of the Public Records of Miami-Dade County, Florida.

11. Right-of-Way Easement granted to Southern Bell Telephone and Telegraph recorded on November 8, 1962, under Clerk's File No. 62R-185192, of the Public Records of Miami-Dade County, Florida.

12. Easement Agreement between Francisco De La Fuente, as Trustee and individually and Barbara Lewis De La Fuente (Grantors) and Vitran Homes Corp., a Florida corporation, (Grantee) granting an easement for existing encroachments of water and sewer lines and drainage structures over the South 40 feet of Parcel 6 and Parcel 10, dated November 8, 2006, and recorded on November 9, 2006, in Official Records Book 25084, Page 1547, of the Public Records of Miami-Dade County, Florida.

13. Miami-Dade County Ordinance 06-25, establishing the Tallahassee Gardens Multipurpose Maintenance Special Taxing District recorded on March 30, 2006, in Official Records Book 24376, Page 3631; together with Resolution R-232-06, adopting preliminary assessments, recorded on March 30, 2006, in Official Records Book 24376, Page 3824, of the Public Records of Miami-Dade County, Florida.

Therefore it is my opinion that the following party(ies) must join in the special taxing district of the above described property in order to grant Miami-Dade County, Florida, and the public, a good and proper title to the dedicated areas shown on the final plat of the afore described property, the subdivision thereof to be known as: \_\_\_\_\_

Name	Interest	Special Exception Number

The following is a description of the aforementioned abstract and its continuations:

**Number            Company Certifying    No. of Entries            Period Covered**

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

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

Respectfully submitted this 17<sup>th</sup> day of February, 2012.

\_\_\_\_\_  
 Roland Sanchez-Medina, Jr.  
 Sanchez-Medina, Gonzalez, Quesada, Lage, Crespo,  
 Gomez & Machado, LLP  
 201 Alhambra Circle, Suite 1205  
 Coral Gables, FL 33134  
 Florida Bar No. 0935115

STATE OF FLORIDA  
 COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledge before me this 17<sup>th</sup> day of February, 2012, by Roland Sanchez-Medina, Jr., who is personally known to me or has produce \_\_\_\_\_ as identification.

- ( ) Took an oath
- ( ) did not take an oath

\_\_\_\_\_  
 Notary Public



EXHIBIT "A"

A portion of the Southwest 1/4 of Section 35, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida, described as follows:

Parcel 1:

The Southwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 35.

Parcel 2:

The Northwest 1/4 of the Southeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 35.

Parcel 3:

The Northeast 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 35, Except the Easterly 35 feet thereof as dedicated for County Right-of-Way.

Parcel 4:

The East 1/2 of the Northwest 1/4 of the Northeast 1/4 of the Southwest 1/4 of said Section 35.

Folio No. for Parcels 1 through 4: 30-6935-000-0271.

Parcel 5:

Commence at the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida; thence run South 00° 45' 38" East along the East line of the Northwest 1/4 of the Southwest 1/4 of said Section 35, for a distance of 332.55 feet to the POINT OF BEGINNING of the parcel herein described; Thence continue South 00° 45' 38" East along the last described line for a distance of 675.81 feet to the Southeast corner of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 35; thence run South 88° 57' 17" West along the South line of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 35, for a distance of 483.20 feet to a point; thence run North 34° 31' 32" East for a distance of 783.75 feet to a point; thence run North 37° 37' 03" East for a distance of 49.04 feet to the POINT OF BEGINNING.

(Folio No: 30-6935-000-0290)

Parcel 6:

The East 1/2 of the Southeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, LESS spur right-of-way, as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Folio No: 30-6935-000-0240

Parcel 7:

The South 1/2 of the South 1/2 of the Northwest 1/4 of the Southwest 1/4 of said Section 35, LESS spur right-of-way; and LESS that portion of State Road 821 of a fraction of Tract 111.11 (State Road), as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Parcel 8:

The Northwest 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, LESS spur right-of-way; and LESS that portion of State Road 821 of a fraction of Tract 111.1 (State Road), as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Folio No for Parcels 7 & 8: 30-6935-000-0300

**Parcel 9:**

The Northeast 1/4 of the Southwest 1/4 of the Southwest 1/4 of said Section 35, LESS spur right-of-way, as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Folio No: 30-6935-000-0340

**Parcel 10:**

The Southwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 35, LESS spur right-of-way, as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Folio No: 30-6935-000-0370

**Parcel 11:**

The Northwest 1/4 of the Southeast 1/4 of the Southwest 1/4 of said Section 35, as affected by the Release of Easement recorded on March 10, 2000, in Official Records Book 19020, Page 3062, of the Public Records of Miami-Dade County, Florida.

Folio No: 30-6935-000-0380

**Parcel 12:**

Commence at the Northwest corner of the Southwest 1/4 of Section 35, Township 56 South, Range 39 East, Miami-Dade County, Florida; thence run North 89° 01' 03" East (Bearing derived from the Florida State System of Plane Coordinates) along the Northerly boundary of the Southwest 1/4 of said Section 35, a distance of 75.00 feet to the POINT OF BEGINNING of the parcel of land herein described: Thence run South 01° 04' 46" East, 51.11 feet to a point; thence South 07° 01' 39" East, 349.46 feet to a point; thence North 89° 19' 18" East, 70.85 feet to the beginning of a curve concave to the Northwesterly, having a radius of 1342.39 feet; thence run Northeasterly along said curve 1069.68 feet through a central angle of 45° 39' 21" to a point of intersection with the Northerly boundary of the Southwest 1/4 of said Section 35; thence run South 89° 01' 03" West along said Northerly boundary for a distance of 1069.89 to the POINT OF BEGINNING.

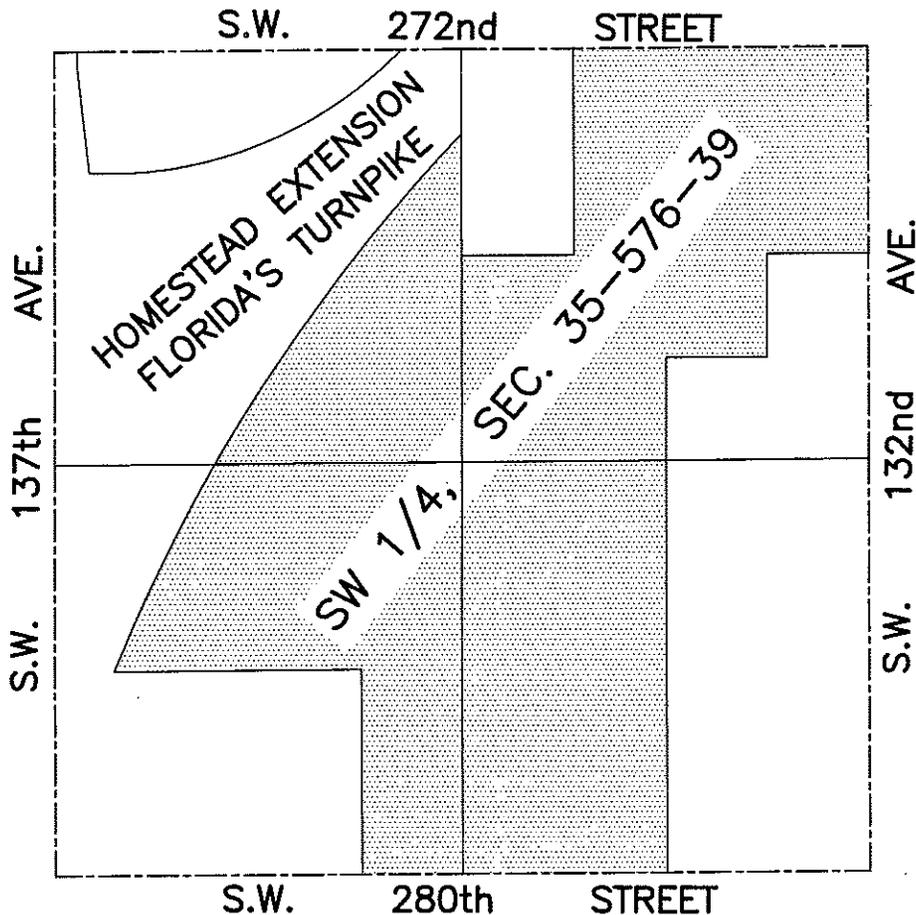
Folio No: 30-6935-000-0280



**EXHIBIT 10**  
**SURVEYORS CERTIFICATE OF LEGAL DESCRIPTION**  
**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

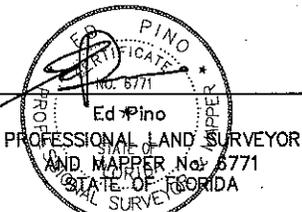
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE: NTS



**LEGAL DESCRIPTION:**

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW 1/4 OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E1/2 OF THE SE 1/4 OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SW 1/4 OF THE NE 1/4 OF SW 1/4 OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°46'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW 1/4 OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.



DATE: MARCH 13, 2012

**American Services of Miami, Corp.**  
Consulting Engineers . Planners . Surveyors



9360 S.W. 72nd Street, Suite 200  
Miami, Florida, 33173  
PH: (305) 598-5101  
FAX: (305) 598-8627  
ASOMIAMI.COM

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**EXHIBIT 11**  
**RIGHT OF WAY OBLIGATION STATEMENT**  
**A. H. AT TURNPIKE SOUTH**  
**COMMUNITY DEVELOPMENT DISTRICT**

**OBLIGATION TO MAINTAIN PUBLIC RIGHTS-OF-WAY BY THE**  
**A H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Adrian Developers Of De La Fuente Parcel, LLC, a *Florida limited liability company* ("Petitioner"), hereby obligates and states as follows:

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

Respectfully submitted this 10<sup>th</sup> day of Feb., 2012.

Adrian Developers Of De La Fuente Parcel, LLC, a *Florida limited liability company*

By: \_\_\_\_\_

Print Name: Pedro J. Adrian

Title: Managing Partner



This instrument was prepared by and should be returned to:

Name: Special District Services, Inc.  
Attention: Todd R. Wodraska  
2501A Burns Road  
Palm Beach Gardens, FL 33410  
Toll Free (877) 737-4922

(Space Reserved for Clerk)

### DECLARATION OF RESTRICTIVE COVENANTS

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

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the A.H. at Turnpike South Community Development District (the "District") filed May 17, 2012, and approved pursuant to **Ordinance No.** \_\_\_\_\_ enacted by the Board on \_\_\_\_\_ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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.

CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide 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 ESTIMAED AGGREGATE AMOUNT OF \$ 4,833,070. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ 14,037 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$ 1,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON 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 \$ 4,833,070. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ 14,037 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$ 1,500 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE THE CDD NOTICE SHALL CONTROL.

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

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has 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 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 provided 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 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 Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing 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 the Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during the applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the 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 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 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 failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract 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 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 AGGREGATE AMOUNT OF \$ 4,833,070. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$ 14,037 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$ 1,500 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 (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five (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 failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely by 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 Lat 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 her 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 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 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:

A.H. AT TURNPIKE SOUTH  
COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE A.H. AT TURNPIKE SOUTH 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. A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION REQUIRED PUBLIC INFRASTRUCTURE IN A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER OF PROPERTY IN A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT 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 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 A.H. AT TURNPIKE SOUTH 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 A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FL 33410, OR TOLL FREE (877) 737-4922.

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 homeowner's 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 to 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 the 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 of 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 or 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 the 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 has set its hand and seal to this Declaration of Restrictive Covenants this 30<sup>th</sup> day of MARCH, 2012.

OWNER:

**Adrian Developers of De La Fuente Parcel, LLC**

By: **Pedro J. Adrian, Managing Partner**

Signature: *Pedro J. Adrian*

Name: Pedro J. ADRIAN

Title: MANAGING PARTNER

Owner's Address: **11970 SW 64<sup>th</sup> Street, Miami, FL 33183**

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Pedro J. Adrian, the Managing Partner of Adrian Developers of De La Fuente Parcel, LLC this 23<sup>rd</sup> day of April, 2012; who is personally known to me or who produced \_\_\_\_\_ as identification.



**PATRICIA ALONSO  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# DD972805  
Expires 4/14/2014**

*Patricia Alonso*

Notary Public, State of Florida at Large

Print Name: Patricia Alonso

My commission expires: 4/14/2014



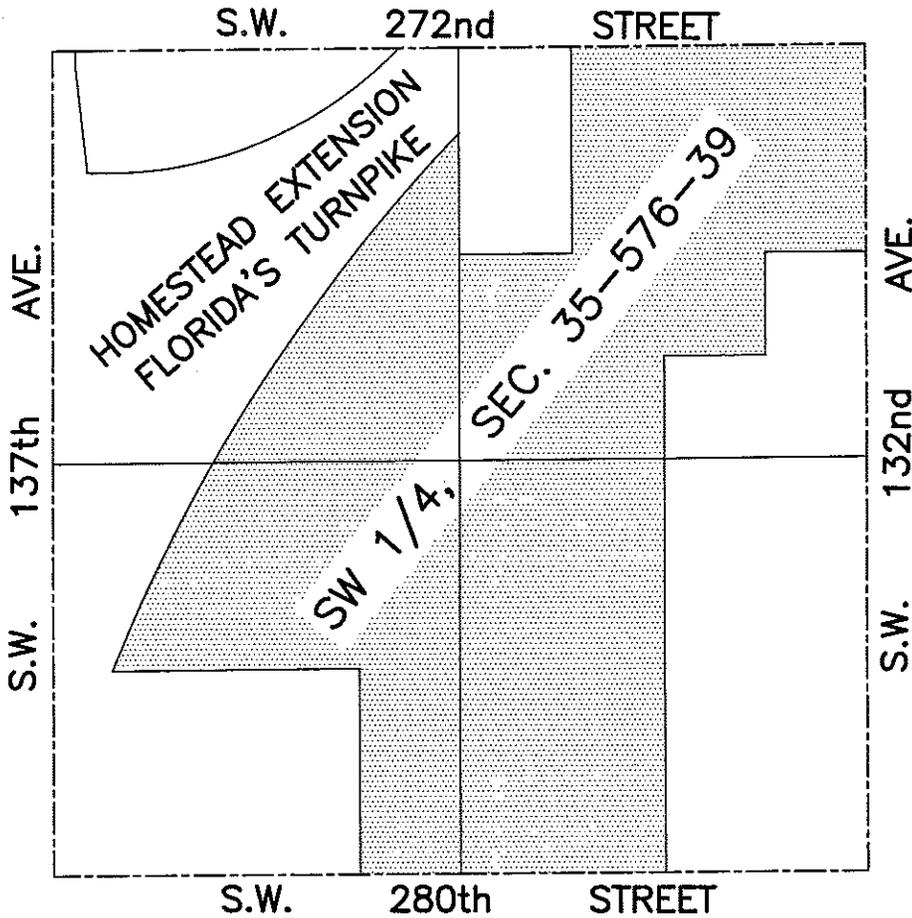
**EXHIBIT A**

**LEGAL DESCRIPTION**

**A.H. AT TURNPIKE SOUTH COMMUNITY DEVELOPMENT DISTRICT**

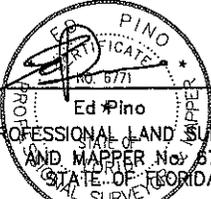
# SKETCH TO ACCOMPANY LEGAL DESCRIPTION

SCALE: NTS



**LEGAL DESCRIPTION:**

COMMENCE AT THE CENTER OF SECTION 35, TOWNSHIP 56S, RANGE 39E IN MIAMI-DADE COUNTY FLORIDA AND RUN S.89°01'03"W. ALONG THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35 FOR A DISTANCE OF 35.00 FEET TO THE POINT OF BEGINNING OF THE LAND HEREBY BEING DESCRIBED; THENCE S.0°50'31"W. ALONG A LINE BEING 35.00 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID SECTION 35, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF SW 132nd AVE. FOR A DISTANCE OF 671.25 FEET TO A POINT; THENCE S.88°52'32"W. FOR A DISTANCE OF 300.77 FEET TO A POINT; THENCE S.0°49'18"E. FOR A DISTANCE OF 335.75 FEET TO A POINT; THENCE S.88°57'17"W. FOR A DISTANCE OF 335.89 FEET TO A POINT; THENCE S.0°48'05"E. FOR A DISTANCE OF 1,679.36 FEET TO A POINT LYING ON THE SOUTH LINE OF THE SW ¼ OF SAID SECTION 35, TOWNSHIP 56 S, RANGE 39 E; THENCE S.88°51'01"W. ALONG THE LAST DESCRIBE LINE FOR A DISTANCE OF 1,009.42 FEET TO A POINT BEING LOCATED ON THE WEST LINE OF THE E½ OF THE SE ¼ OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG SAID LINE N.0°44'25"W. FOR A DISTANCE OF 672.48 FEET TO A POINT; THENCE S.88°53'31"W FOR A DISTANCE OF 709.12 FEET TO A POINT LOCATED ON THE EAST RIGHT-OF-WAY LINE OF THE HOMESTEAD EXTENSION OF FLORIDA'S TURNPIKE (STATE ROAD No. 821) AS SHOWN ON RIGHT-OF-WAY MAP SECTION No.87005-2304; THENCE RUN N.27°14'40"E. ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 778.75 FEET TO A POINT; THENCE N.29°47'17"E. FOR A DISTANCE OF 329.27 FEET TO A POINT; THENCE N.34°31'32"E. FOR A DISTANCE OF 834.19 FEET TO A POINT LOCATED ON THE WEST LINE OF THE SW ¼ OF THE NE ¼ OF SW ¼ OF SAID SECTION 35; THENCE S.0°45'38"E. FOR A DISTANCE OF 339.70 FEET TO A POINT; THENCE N.88°58'32"E. FOR A DISTANCE OF 335.77 FEET TO A POINT; THENCE N.0°46'51"W. FOR A DISTANCE OF 671.99 FEET TO A POINT LOCATED ON THE NORTH LINE OF THE SW ¼ OF SAID SECTION 35; THENCE RUN ALONG THE LAST DESCRIBED LINE N.89°01'03"E. FOR A DISTANCE OF 971.59 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 75.55 ACRES, MORE OR LESS.

  
 Ed Pino  
 PROFESSIONAL LAND SURVEYOR  
 AND MAPPER No. 6771  
 STATE OF FLORIDA  
 DATE: MARCH 13, 2012

**American Services of Miami, Corp.**  
 Consulting Engineers . Planners . Surveyors  
  
 9360 S.W. 72nd Street, Suite 200  
 Miami, Florida, 33173  
 PH: (305) 598-5101  
 FAX: (305) 598-8627  
 ASOMIAMI.COM  
 LB 6683

**Exhibit B**  
**CDD Notice**

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family Residential	\$1,500	\$250	\$1,750

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family Residential	\$125	\$21	\$146

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family Residential	\$14,037	\$45,000

PURCHASERS INITIALS

1. **The District.** All of the residential dwelling units ("Dwelling Units") in the A.H. at Turnpike South Community Development District (the "Development") are also located within the boundaries of the A.H. at Turnpike South 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 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 an interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

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

3.2 **Amount.** The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$ 1,500.00 (approximately \$125.00 per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bond [30 Years] is approximately \$45,000.00.

\_\_\_\_\_ 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 the 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 \$250.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

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

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida Law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay 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: \_\_\_\_\_