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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: (Public Hearing 11-06-07)
October 16, 2007

Agenda Item No. 5(L)

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

From: George M. Burgess
County Manager

Subject: Ordinance Expanding and Contracting the Boundaries of the Palm Glades Community Development District (Commission District No. 8) **O#07-161**

Recommendation

It is recommended that the Board adopt the attached Ordinance expanding by 15.85 acres and contracting by 5.87 acres the boundaries of the Palm Glades Community Development District (CDD) in unincorporated Miami-Dade County pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands of the expansion area within the jurisdiction of the CDD. The CDD boundaries as amended will increase the area encompassed by the CDD from 286.08 acres to 296.06 acres

Scope

This CDD is located within Commission District 8 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

Revising the Palm Glades Community Development District boundary will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County. Costs to new owners within the CDD boundaries as amended will remain the same.

Track Record/Monitor

A special taxing district has been created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as Miami-Dade County determines to implement the district. A petition to amend the previously created Silver Palm East and Silver Palm West Multipurpose Maintenance and Street Lighting Special Taxing District to reflect the amended boundaries of the Palm Glades CDD will be submitted.

/

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The original Palm Glades CDD proffered restrictive covenants which specified CDD costs to new owners and was recorded in the Public Records of Miami-Dade County at Clerk's File No. 2005R1224033 consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments. A covenant to amend the original CDD restrictive covenants and releasing the removed property from the covenants and restrictions of the original Declaration of Restrictive Covenants has been provided along with a second Declaration of Restrictive Covenants covering the proposed expansion area.

This Board is authorized by the Florida Constitution and the Miami-Dade County Home Rule Charter to establish, expand or otherwise alter the boundaries of governmental units such as this CDD within Miami-Dade County and to prescribe such government's jurisdiction and powers.

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

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 5(L)

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
✓	No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 5(L)

11-06-07

ORDINANCE NO. 07-161

ORDINANCE GRANTING PETITION OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT" OR "PETITIONER") TO EXPAND AND CONTRACT THE BOUNDARIES OF THE DISTRICT ESTABLISHED BY ORDINANCE NO. 05-181; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

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

WHEREAS, at its meeting of October 18, 2005, the Board of County Commissioners of Miami-Dade County adopted Ordinance No. 05-181, establishing the Palm Glades Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District may petition and the Board of County Commissioners has the authority to expand the boundaries of a community development district within its jurisdiction; and

WHEREAS, a public hearing has been conducted by the Miami-Dade County Board of County Commissioners in accordance with the requirements and procedures of Sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

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

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

WHEREAS, the area of land to be included in the expansion of the district boundaries is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land being removed from the district boundaries does not impact such functionality; and

WHEREAS, the expansion of the District boundaries is the best alternative available for delivering the community development facilities and services to the expanded area that will be served by the District and the area of land being removed will not impact such delivery; and

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

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

WHEREAS, the owner of the property that is to be developed and served by the community development services and facilities to be provided by the District has submitted executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units within the expansion area with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner and contained in such covenants is a provision releasing that portion of lands to be removed from the CDD from the obligations of the aforesaid restrictive covenants; and

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

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

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

Section 2. The Petition to Expand and Contract the Boundaries of the Palm Glades Community Development District to include and remove the real property described in the petition attached hereto, which was filed by the District on May 8, 2007, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit "A."

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

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

Greg McPherson

Sandy Chen

Mercedes Henderson

Angel Rodriguez

Miguel Avila

Section 5. The name of the expanded District shall remain "Palm Glades Community Development District."

Section 6. Notwithstanding any power granted to the Palm Glades Community Development District pursuant to this Ordinance or Ordinance No. 05-181, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 7. Except to alter the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 05-181.

Section 8. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

Section 9. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

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

PASSED AND ADOPTED: **November 6, 2007**

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

EXHIBIT "A"

BOARD OF COUNTY COMMISSIONERS

MIAMI-DADE COUNTY, FLORIDA

IN RE: PETITION PURSUANT TO SECTION 190.046(1), FLORIDA STATUTES, TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

_____/

PETITION TO EXPAND AND CONTRACT BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Palm Glades Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District") by Ordinance No. 05-181 of Miami-Dade County, Florida (the "County") adopted on October 18, 2005 (the "Ordinance") hereby petitions the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), and the Miami-Dade County Charter, to expand and contract the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 286.0840 acres are currently within the external boundaries of the District.

2. That the Board desires to expand the boundaries of the District by adding approximately 15.85 acres as legally described on Exhibit A-1. Following such expansion of the

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

3. That the Board also desires to contract the boundaries of the District by removing approximately 5.8730 acres as legally described on Exhibit A-2. The District is currently providing no services or facilities to the area being removed.

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

5. That annexed hereto as Composite Exhibit A-3 and made parts hereof are a district boundary map and legal description of the external boundaries of the District following the proposed expansion and contraction of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

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

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

8. That annexed hereto as Exhibit D and made a part hereof is evidence of the written consent to the removal of its property from the District by the owner (directly or as

attorney in fact) of one hundred percent (100%) of the real property to be removed from the District.

9. That the future distribution, location, and extent of public and private uses within the District are limited to residential sites. The proposed uses are consistent with the Local Government Comprehensive Planning and Land Development Regulation Act, including, without limitation, the future land use plan element of the Miami-Dade County Comprehensive Plan. The future land use map of the Miami-Dade County Comprehensive Plan designates the land area within the legal description of the land to be newly included within the District as low density. The future land use map of the Miami-Dade County Comprehensive Plan designates the land area within the legal description of the land to be removed from the District as low density and estate density.

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

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

and (v) the property comprising the District will be amenable to separate special-purpose government.

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

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

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

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

RESPECTFULLY SUBMITTED this 8th day of May, 2007.

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

By: Mercedes Henderson
Name: Mercedes Henderson
Title: Chair

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by MERCEDES HENDERSON, the Chair of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [✓] or produced _____ as identification.

Michael J Pawelczyk 05/30/2010 NOTARY PUBLIC Commission # DD558046 STATE OF FLORIDA

Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

EXHIBIT A-1

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT

SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel l:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

BOREK

LEGAL DESCRIPTION

The South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:
Beginning at the NW corner of the South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW ¼; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW ¼ of the SW ¼ of the NW ¼ (East line SW ¼ of the SW ¼ of the NW ¼); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

EXHIBIT A-2

LEGAL DESCRIPTION OF AREA TO BE REMOVED FROM DISTRICT

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the Ease line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.

2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

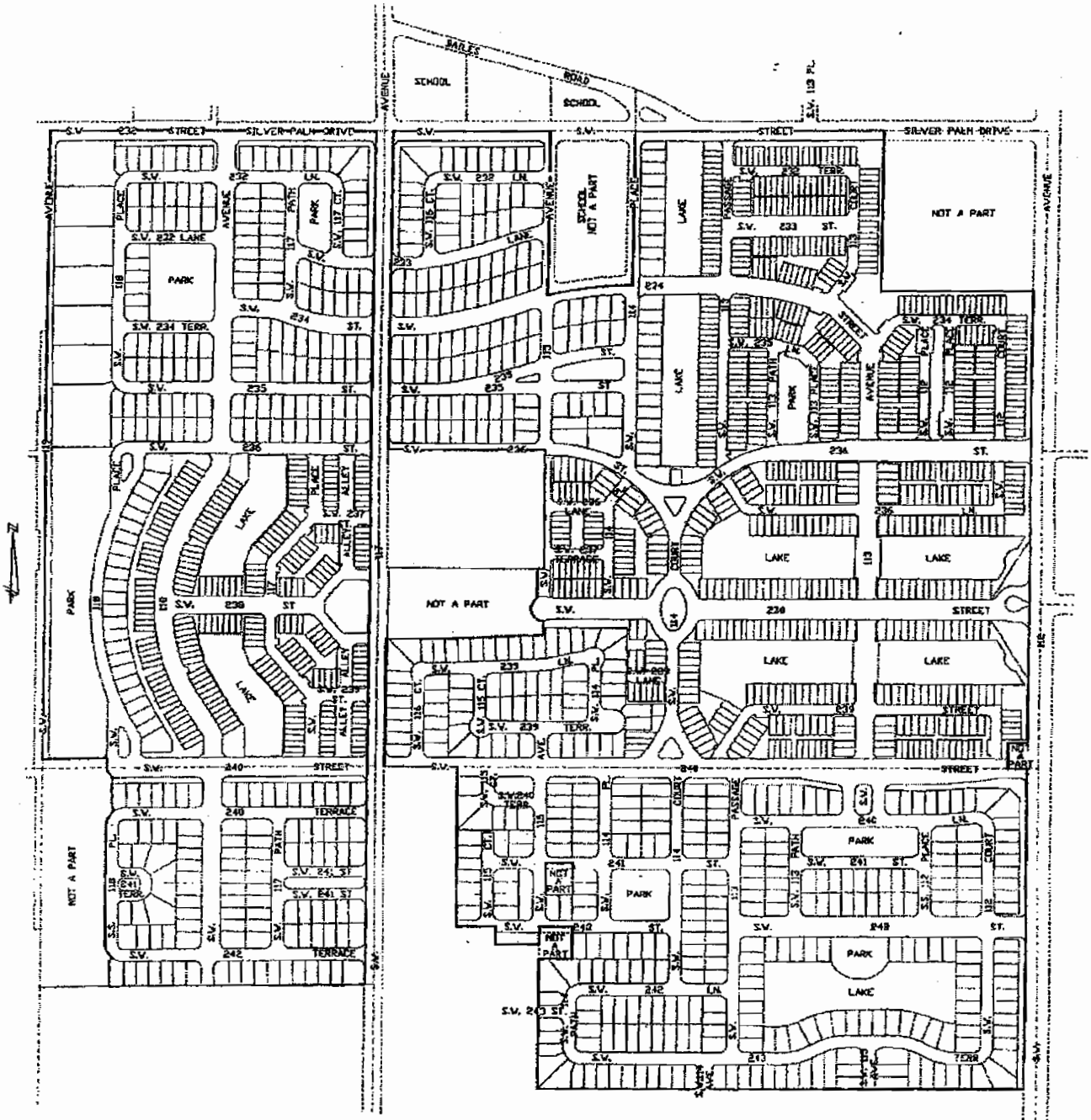
Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

COMPOSITE EXHIBIT A-3

BOUNDARY MAP AND LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

DISTRICT BOUNDARIES



PALM GLADES

COMMUNITY DEVELOPMENT DISTRICT

SECTIONS: 19-56-40 & 24-56-39

EXHIBIT "A-3"

Exhibit A-3

LEGAL DESCRIPTION

SILVER PALM GLADE EAST
LEGAL DESCRIPTION

A portion of the West ½ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida; SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 23, at Page 22; AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 31, at Page 58; 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, at Page 28; FLORENCIA B HOLFERTY'S FARM, according to the plat thereof recorded in Plat Book 51, at Page 24, and the Rights-of-Way of S.W. 239th Terrace, S.W. 241st Street and S.W. 242nd Street, as shown on the above plats, all as recorded in the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the Northeast corner of the SW ¼ of said Section 19;

1. thence S89°28'16"W along the North line of the said SW ¼ of Section 19 for 50.00 feet to a point that is 50.00 feet West of, as measured at right angles to, the East line of the said SW ¼ of Section 19, said point being the POINT OF BEGINNING of the parcel herein described;

2. thence from the above established Point of Beginning run S00°17'33"E along a line that is 50.00 feet West of, and parallel with, the said East line of the SW ¼ of Section 19, for 1,320.68 feet to a point on the South line of the NE ¼ of the said SW ¼ of Section 19, said point also lying on the North line of the plat of MANGUS SUBDIVISION SECTION ONE, according to the plat thereof recorded in Plat Book 156, at Page 94, of the Public Records of Miami-Dade County, Florida;

3. thence S89°23'29"W along the said South line of the said NE ¼ of the SW ¼ of Section 19 and South line of the NW ¼ of the said SW ¼ of Section 19, and along the said North line of MANGUS SUBDIVISION SECTION ONE, the plat of MANGUS SUBDIVISION SECTION TWO, according to the plat thereof recorded in Plat Book 159, at Page 50 and the boundary line of the plat of SUMMERVILLE SUBDIVISION, according to the plat thereof recorded in Plat Book 162, at Page 44, of the Public Records of Miami-Dade County, Florida, for 1,945.10 feet to a point, said point being the Southwest corner of the SE ¼ of the said NW ¼ of the SW ¼ of Section 19;

4. thence N00°32'22"W along the West line of the said NE ¼ of the NW ¼ of the SW ¼ of Section 19, and along the said boundary line of the plat of SUMMERVILLE SUBDIVISION, for 528.74 feet to the Southwest corner of Tract 5 of the said plat of AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

5. thence N89°24'20"E along the South line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.00 feet;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

6. thence N00°32'22"W, parallel with the West line of said Tract 5 of the AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 132.24 feet to a point on the centerline of said S.W. 242nd Street;

7. thence S89°24'38"W along the said centerline of S.W. 242nd Street for 132.00 feet to the end of said centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;

8. thence N00°32'22"W along the said West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 for 25.00 feet to the Southwest corner of Tract 1 of said FLORENCIA B HOLFERTY'S FARM;

9. thence continue N00°32'22"W along the West line of the East ½ of the NW ¼ of the SW ¼ of Section 19 and along the West line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM for 215.06 feet to the Northwest corner of said Tract 1 of centerline, said point lying on the West line of the East ½ of the NW ¼ of the said SW ¼ of Section 19;

10. thence N89°26'18"E along the North line of said Tract 1 of FLORENCIA B HOLFERTY'S FARM and along the said South Right-of-Way line of S.W. 241st Street for 25.00 feet;

11. thence S00°32'22"E for 107.00 feet;

12. thence N89°26'18"E for 107.65 feet;

13. thence N00°32'22"W for 132.00 feet to a point on the centerline of said S.W. 241st Street;

14. thence S89°26'18"W along the said centerline of S.W. 241st Street for 132.65 feet to the end of said centerline;

15. thence N00°32'22"W for 25.00 feet to the Southwest corner of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

16. thence continue N00°32'22"W along the West line of said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 110.31 feet to a point that is 292.00 feet South of, as measured at right angles to, the said North line of the SW ¼ of Section 19;

17. thence S89°28'16"W along a line that is 292.00 feet South of, and parallel with, the said North line of the SW ¼ of Section 19 for 333.28 feet to a point on the West line of the NE ¼ of the NW ¼ of the said SW ¼ of Section 19;

18. thence N00°34'50"W along the said West line of the NE ¼ of the NW ¼ of the SW ¼ of Section 19 for 262.00 feet to a point on the said North line of the SW ¼ of Section 19;

19. thence N89°28'16"E along the said North line of the SW ¼ of Section 19 for 333.46 feet to the Northwest corner of the said Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

20. thence continue N89°28'16"E along the said North line of the SW ¼ of Section 19 and along the said North line of Tract 1 of the said AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 333.46 feet to the Southwest corner of Tract 7 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

21. thence N00°30'14"W along the West line of said Tract 7 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS and its extension for 157.01 feet to the Southwest corner of Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

22. thence N89°27'22"E along the South line of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet;

23. thence N00°30'14"W for 107.04 feet to a point on the North line of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS;

24. thence S89°26'28"W along the said North line of Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS for 103.00 feet to the Northwest corner of said Tract 6 of said 2ND AMENDED PLAT OF PORTIONS OF SOUTH MIAMI GARDENS, said point lying on the East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19;

25. thence N00°30'14"W along the said East line of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of said Section 19 for 315.98 feet to a point;

26. thence S89°28'16"W along a line that is parallel with the said South line of the NW ¼ of Section 19 for 333.82 feet to a point on the East line of the SW ¼ of the said SW ¼ of the NW ¼ of Section 19;

27. thence N00°32'20"W along the said East line of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, radial to the next described curve, for 29.61 feet to a point on a circular curve concave to the Northeast;

28. thence Southwesterly, Westerly, Northwesterly, Northerly and Northeasterly, along said curve to the right, having for its elements a radius of 50.00 feet and a central angle of 138°11'23" for an arc distance of 120.59 feet to a point of reverse curvature;

29. thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle of 48°11'23" for an arc distance of 21.03 feet to the point of tangency;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

30. thence N00°32'20"W for 108.96 feet to a point on the North line of the South ¼ of the NW ¼ of the said SW ¼ of the NW ¼ of Section 19;

31. thence N89°22'40"E along the said North line of the South ¼ of the NW ¼ of the SW ¼ of the NW ¼ of Section 19 for 25.00 feet to the Southwest corner of the North ¼ of the West ½ of the NE ¼ of the said ¼ of Section 19;

32. thence N00°32'20"W along the West line of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19 for 494.71 feet to the Northeast corner of the said NE ¼ of the SW ¼ of the NW ¼ of Section 19;

33. thence S89°19'19"W along the North line of the said SW ¼ of the NW ¼ of Section 19 for 633.54 feet to a point that is 35.00 feet East of, as measured at right angles to, the West line of the said NW ¼ of Section 19;

34. thence N00°36'32"W along a line that is 35.00 feet East of, and parallel with, the said West line of the NW ¼ of Section 19 for 1,317.58 feet to a point on the North line of the said NW ¼ of Section 19;

35. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 635.16 feet to the Northeast corner of the NW ¼ of the NW ¼ of the said NW ¼ of Section 19;

36. thence S00°32'20"E along the East line of the said NW ¼ of the NW ¼ of the NW ¼ of Section 19 and its extension for 675.54 feet to a point on a circular curve concave to the Southeast, said point bearing N15°53'18"W from the center of said curve;

37. thence Northeasterly, along said curve to the right, having for its elements a radius of 1,050.00 feet and a central angle of 08°26'09" for an arc distance of 154.60 feet to the point of tangency;

38. thence N82°32'51"E for 60.18 feet to a point of curvature of a circular curve to the right;

39. thence to the right along said curve, having for its elements a radius of 700.00 feet and a central angle of 06°30'00" for an arc distance of 79.41 feet to the point of tangency;

40. thence N89°02'51"E for 44.19 feet to a point on the West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;

41. thence N00°30'14"W along the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19 for 634.77 feet to the Northwest corner of the said West line of the East ½ of the NE ¼ of the said NW ¼ of the NW ¼ of Section 19;

42. thence N89°10'24"E along the said North line of the NW ¼ of Section 19 for 1,015.38 feet to a point that is 660.00 feet West of, as measured at right angles to, the East line of the said NW ¼ of Section 19;

SILVER PALM GLADE EAST
LEGAL DESCRIPTION CONTINUED

43. thence S00°19'47"E along a line that is 660.00 feet West, and parallel with, the said East line of the NW ¼ of Section 19 for 660.02 feet to a point that is 660.00 feet South of, as measured at aright angles to, the said North line of the NW ¼ of Section 19;

44. thence N89°10'24"E along a line that is 660.00 feet South of, and parallel with, the said North line of the NW ¼ of Section 19 for 610.02 feet to a point that is 50.00 feet West of, as measured at right angle to, the said East line of the NW ¼ of Section 19;

45. thence S00°19'47"E along a line that is 50.00 feet West of, and parallel with, the said East line of the NW ¼ of Section 19, for 1,881.21 feet to a point on the North line of Lot 1 of Block 8 of said SOUTH MIAMI GARDENS;

46. thence S89°27'22"W along the said North line of Lot 1 of Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Northwest corner of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS;

47. thence S00°19'47"E along the West line of said Lot 1 of Block 8 of SOUTH MIAMI GARDENS and along the West line of Lot 2 of Block 8 of SOUTH MIAMI GARDENS for 107.41 feet to the Southwest corner of said Lot 2 Block 8 of SOUTH MIAMI GARDENS;

48. thence N89°28'16"E along the South line of the said Lot 2 Block 8 of SOUTH MIAMI GARDENS for 75.00 feet to the Point of Beginning.

NOTES:

1. The subject parcel contains 7,811,173 square feet (179.3199 acres), more or less.
2. The bearings are based on an assumed direction of S00°17'33"E along the East line of the SW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02- 7397-CDD
January 31, 2005

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173-5428
Phone: 305-279-5555

SILVER PALM GLADE WEST
LEGAL DESCRIPTION

AND

The East ½ of the NE ¼, Less the East 35 feet thereof, AND the North 902.55 feet of the NE ¼ of the SE ¼ Less the East 35 feet, of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, all being more particularly described as follows:

Begin at the Northwest corner of the said East ½ of the NE ¼ of Section 24; thence N89°04'16"E along the North line of the said NE ¼ of Section 24 for 1,320.06 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said NE ¼ of Section 24; thence S00°36'32"E along a line that is 35.00 feet west of, and parallel with, the said East line of the NE ¼ of Section 24 for 2,634.79 feet to a point that is 35.00 feet West of, as measured at right angles to, the East line of the said SE ¼ of Section 24; thence S00°37'18"E along a line that is 35.00 feet West of, and parallel with, the said East line of the SE ¼ of Section 24 for 0.66 feet to a point on the North line of the said SE ¼ of Section 24; thence continue S00°37'18"E along said line that is 35.00 feet West of, and parallel with, the said East line of the SE ¼ of Section 24 for 902.71 feet to a point that is 902.55 feet South of, as measured at right angles to, the said North line of the SE ¼ of Section 24; thence S88°18'35"W along a line that is 902.55 feet South of, and parallel with, the said North line of the SE ¼ of Section 24 for 1,305.02 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'48"W along the said West line of the East ½ of the SE ¼ of Section 24 for 902.68 feet to the Northwest corner of the said SE ¼ of Section 24; thence N00°54'25"W along the West line of the said NE ¼ of Section 24 for 2,652.77 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 4,650,646 square feet (106.7641 acres), more or less.

2. The bearings are based on an assumed direction of N89°0'16 along the North line of the NE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

3. The above described parcel is approved by the Miami-Dade County Plat Committee as SILVER PALM WEST, T-21953

Prepared for:
Silver Palm Community Development District
Job No. 02-7397
March 14, 2005

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173-5428
Phone: 305-279-5555

AND

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

AND

The South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:
Beginning at the NW corner of the South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW ¼; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW ¼ of the SW ¼ of the NW ¼ (East line SW ¼ of the SW ¼ of the NW ¼); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

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LESS THE FOLLOWING DESCRIBED REAL PROPERTY :

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the Ease line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.

2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

EXHIBIT B

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

IMPROVEMENTS	COST ESTIMATE	START CONSTRUCTION	COMPLETE CONSTRUCTION
Surface Water Management System	$ 848,162	March 1, 2007	March 28, 2007
Water Distribution System Improvements	$ 150,065	March 29, 2007	April 25, 2007
Wastewater Collection System	$ 152,735	April 26, 2007	May 23, 2007
Roadway Improvements	$ 403,059	May 29, 2007	June 19, 2007
Total	**$ 1,554,021**		

COMPOSITE EXHIBIT C

EVIDENCE OF WRITTEN CONSENT OF OWNER TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT C

EVIDENCE OF WRITTEN CONSENT OF OWNER TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

On this 30th day of January 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the manager of MD HOLDINGS LXIX, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, referred to as "Silver Palm East", to wit:

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

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including the Petition Pursuant to Section 190.046(1), Florida Statutes, To Expand and Contract the Boundaries of the Palm Glades Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 12.4886 acres of real property located in unincorporated Miami-Dade County, Florida.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of January 2007.

MD HOLDINGS LXIX, LLC, a Florida limited liability company

By: _____
Print: Michael Latterner
Title: Manager

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

The foregoing instrument was acknowledged before me this 20th day of January 2007, by Michael Latterner, as Manager of MD HOLDINGS LXIX, LLC, a Florida limited liability company, on behalf of said company. (He)/she is personally known to me [ ] or produced _____ as identification.

C. Vargas

Notary Public

C. Vargas

Typed, printed or stamped name of Notary Public

C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Exhibit "A
Legal Description for Affidavit

BOREK

LEGAL DESCRIPTION

The South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:
Beginning at the NW corner of the South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW ¼; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW ¼ of the SW ¼ of the NW ¼ (East line SW ¼ of the SW ¼ of the NW ¼); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

EVIDENCE OF WRITTEN CONSENT OF OWNER TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

On this 20th day of February 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the Manager of MD HOLDINGS III, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, referred to as the "Borek Parcel", to wit:

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

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company, including the Petition Pursuant to Section 190.046(1), Florida Statutes, To Expand and Contract the Boundaries of the Palm Glades Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 3.363 acres of real property located in unincorporated Miami-Dade County, Florida.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of February 2007.

MD HOLDINGS III, LLC, a Florida limited liability company

By: _____
Print: Michael Latterner
Title: Manager

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

The foregoing instrument was acknowledged before me this 20th day of January 2007, by MICHAEL LATTERNER, as Manager of MD HOLDINGS III, LLC., a Florida limited liability company, on behalf of said limited liability company. He/she is personally known to me [ ] or produced _____ as identification.

C. Vargas
Notary Public

C. Vargas
Typed, printed or stamped name of Notary Public

C Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

Exhibit "A
Legal Description for Affidavit

SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel 1:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

EXHIBIT D

EVIDENCE OF WRITTEN CONSENT OF OWNER TO REMOVAL OF PROPERTY FROM WITHIN EXTERNAL BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

On this 26th day of February, 2007, MICHAEL LATTERNER personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, MICHAEL LATTERNER, is the manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of the following described property, known as "Silver Palm West", to wit:

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

3. Affiant hereby represents that he has full authority to execute all documents and instruments on behalf of the Company.

4. The Property consists of approximately 5.8730 acres of real property located in unincorporated Miami-Dade County, Florida.

5. Affiant, on behalf of the Company, as the fee simple owner of the Property in the capacity described above, hereby gives its full consent to the removal of the Property from within the external boundaries of the Palm Glades Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of February 2007.

SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company

By: _____
Print: Michael Latterner
Title: Manager

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

The foregoing instrument was acknowledged before me this 25th day of January 2007, by MICHAEL LATTERNER, as manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company, on behalf of said limited liability company. (He)/she is personally known to me [ ] or produced _____ as identification.

C. Vargas
MY COMMISSION # DD200453 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

C. Vargas
Notary Public

C. Vargas
Typed, printed or stamped name of Notary Public

Exhibit "A
Legal Description for Affidavit

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the Ease line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.

2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

EXHIBIT E

STATEMENT OF ESTIMATED REGULATORY COSTS

JOINDER BY MORTGAGEE IN PETITION TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

(Joinder in Expansion)

To Miami-Dade County, Florida:

The undersigned, Lennar Homes, LLC, the Mortgagee under that certain second mortgage dated recorded on September 10, 2006 in Official Records Book 24892, Page 2577, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of April 27, 2007, and executed by MD Holdings LXIX, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 27 day of April, 2007.

Print or Type Name

Print or Type Name

LENNAR HOMES, LLC

By: _____

Title: Vice President

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

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ray Valenti, personally known to me to be the same person whose name is, as Vice President of Lennar Homes, LLC, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, LLC, and delivered the said instrument as the free and voluntary act of Lennar Homes, LLC, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of April, 2007.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

T. A. ARCAY
MY COMMISSION # DD 223246
EXPIRES: June 16, 2007
Bonded Thru Notary Public Underwriters

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

☑ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☑ DID NOT take an oath.

JOINDER BY MORTGAGEE IN PETITION TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

(Joinder in Expansion)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage dated recorded on September 10, 2006 in Official Records Book 24892, Page 2540, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of _____, 2007, and executed by MD Holdings LXIX, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION

Paul Musso

Paula Musso
Print or Type Name

By: _____

Title: V.P.

D. Bruce Hartman

D. BRUCE HARTMAN
Print or Type Name

STATE OF FLORIDA)
) ss:
COUNTY OF ~~MIAMI-DADE~~ Broward)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrtha Becker, personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April 2007.

Paula J. Musso
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

DD 621197
December 14, 2010.
(Name of Notary Public, Print, Stamp or Type as Commissioned.)

PAULA J. MUSSO
MY COMMISSION # DD 621197
EXPIRES: December 14, 2010
Bonded Thru Notary Public Underwriters

(X) Personally known to me, or
( ) Produced identification:

(Type of Identification Produced)

(X) DID take an oath, or
( ) DID NOT take an oath.

JOINDER BY MORTGAGEE IN PETITION TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

(Joinder in Expansion)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage dated recorded on March 21, 2005 in Official Records Book 24345, Page 3525, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be added to the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants dated as of _____, 2007, and executed by MD Holdings III, LLC, in connection with the expansion of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION

Paula J Musso
Paula J Musso
Print or Type Name

By: _____

Title: V.P.

D. Bruce Hartman
D. BRUCE HARTMAN
Print or Type Name

STATE OF FLORIDA)
Broward) **ss:**
COUNTY OF ~~MIAMI-DADE~~)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrtha Becker personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April 2007.

Paula J Musso
NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

DD 621197
December 14.2010

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

PAULA J. MUSSO
MY COMMISSION # DD 621197
EXPIRES: December 14, 2010
Bonded Thru Notary Public Underwriters

☑ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☑ DID take an oath, or
☐ DID NOT take an oath.

JOINDER BY MORTGAGEE IN PETITION TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

(Joinder in Contraction)

To Miami-Dade County, Florida:

The undersigned, Lennar Homes, LLC, the Mortgagee under that certain second mortgage from Silver Palm Holdings of Homestead, LLC, recorded on September 22, 2004, in Official Records Book 22672, Page 1087, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be removed from the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that (1) the property to be removed from the Palm Glades Community Development District was bound by the Declaration of Restrictive Covenants recorded in the public records of Miami-Dade County, Florida, at Official Records Book 23992, Page 3234 ("Declaration") and (2) that said property will no longer be bound by said Declaration as a result of that Amendment to Declaration of Restrictive Covenants dated as of April 27, 2007 and executed by Silver Palm Holdings of Homestead, LLC. This joinder is executed by Mortgagee in connection with the contraction of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 27 day of April, 2007.

LENNAR HOMES, LLC

By: _____

Title: Vice President

Sandy Che

Print or Type Name

Maria Lopez

Print or Type Name

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

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Ray McLendon, personally known to me to be the same person whose name is, as Vice President of Lennar Homes, LLC, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Lennar Homes, LLC, and delivered the said instrument as the free and voluntary act of Lennar Homes, LLC, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 27 day of April, 2007.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC
SEAL OF OFFICE:

T. A. ARCAY
MY COMMISSION # DD 223246
EXPIRES: June 16, 2007
Bonded Thru Notary Public Underwriters

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

☒ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or
☒ DID NOT take an oath.

JOINDER BY MORTGAGEE IN PETITION TO EXPAND AND CONTRACT THE BOUNDARIES OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

(Joinder in Contraction)

To Miami-Dade County, Florida:

The undersigned, Wachovia Bank, National Association, the Mortgagee under that certain mortgage from Silver Palm Holdings of Homestead, LLC, recorded on September 22, 2004, in Official Records Book 22672, Page 1030, of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property to be removed from the Palm Glades Community Development District, as more particularly described in the foregoing Petition to Expand and Contract the Boundaries of Palm Glades Community Development District. This joinder is executed for the purpose of acknowledging that (1) the property to be removed from the Palm Glades Community Development District was bound by the Declaration of Restrictive Covenants recorded in the public records of Miami-Dade County, Florida, at Official Records Book 23992, Page 3234 ("Declaration") and (2) that said property will no longer be bound by said Declaration as a result of that Amendment to Declaration of Restrictive Covenants dated as of _____, 2007 and executed by Silver Palm Holdings of Homestead, LLC. This joinder is executed by Mortgagee in connection with the contraction of the Palm Glades Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION

By: _____

Title: V.P.

_____

PAULA J MUSSO

Print or Type Name

_____

B. BRUCE HARTMAN

Print or Type Name

52

STATE OF FLORIDA)
Broward) ss:
COUNTY OF ~~MIAMI-DADE~~)

The undersigned, a Notary Public in and for the said County in the State aforesaid, do hereby certify that Myrta Becker personally known to me to be the same person whose name is, as VP of Wachovia Bank, National Association, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that he or she, being thereunto duly authorized, signed on behalf of Wachovia Bank, National Association, and delivered the said instrument as the free and voluntary act of Wachovia Bank, National Association, and as his or her own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 10 day of April 2007.

Paula J Musso
NOTARY PUBLIC, STATE OF FLORIDA
DD 621197
Expires December 14, 2010

NOTARY PUBLIC
SEAL OF OFFICE:

PAULA J. MUSSO
MY COMMISSION # DD 621197
EXPIRES: December 14, 2010
Bonded Thru Notary Public Underwriters

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

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

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

EXHIBIT "E"

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to expand and contract boundaries of **Palm Glades Community Development District** ("District"). The District is currently comprised of approximately 286.084 acres of land located within the unincorporated area of Miami-Dade County, Florida (the "County). The District desires to expand the boundaries by adding approximately 15.85 acres and also contract the boundaries by removing approximately 5.873 acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), F.S. (governing district formation or alteration) as follows:

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

1.2 Overview of the Palm Glades Community Development District

The new boundaries of the District will comprise approximately 296.061 acres within Miami-Dade County, Florida. The District is designed to provide infrastructure, services, and facilities along with certain ongoing operations and maintenance to the Silver Palm development (the "Development"). The Development is planned for approximately 1,632 residential units.

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

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

1.3 Requirements for Statement of Estimated Regulatory Costs

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

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

(b) A good faith estimate of the cost to the agency[1], and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

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

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

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

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

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

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

As noted above, the Development is approved for up to 1,632 residential units and currently expects to develop approximately 1,119 residential units in Phase 1 and 513 residential units in Phase 2. The District provides:

i) surface water management and control systems, including, but not limited to earth work and landscaping,
ii) water distribution and wastewater collection and transmission facilities,
iii) onsite and offsite roadway improvements,
iv) offsite water and sewer improvements,
v) public parks, including landscaping and entry features in public rights of way, and
vi) related incidental costs

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

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

3.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement the proposed expansion and contraction of the boundaries of the District. The District as proposed will encompass under 1,000 acres, therefore, the County is the establishing entity under 190.005 (1) F.S. The modest costs to various State entities to implement the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small because the District is only one of many governmental

units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, the District has agreed to reimburse the Miami-Dade County for their reasonable legal fees and costs, which offsets such costs.

Miami-Dade County

The proposed land for the District is within the unincorporated are of Miami-Dade County, Florida (the "County") and consists of less than 1,000 acres. The County and its staff will process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources. The costs to review the record of the local hearing, the transcript of the hearing, and the resolutions adopted by the local general-purpose government will be offset by the filing fee required under 190.005 (1), F.S.

Such costs to the County are modest for a number of reasons. First, according to the Act, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

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

3.2 Impact on State and Local Revenues

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

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

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

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

Table 1. The Palm Glades Community Development District
Proposed Facilities and Services

FACILITY	FUNDED BY	O&M	OWNERSHIP
Stormwater System	CDD	CDD	CDD
Water & Sanitary Sewer Facilities	CDD	MDCWSD	MDCWSD
Roadways Improvements	CDD	CDD & COUNTY	CDD & COUNTY

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

The petitioner has estimated the design and development costs for providing the capital facilities to be provided by the District, as outlined in Table 1. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately $1,554,021. The District may issue special assessment or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

Prospective future landowners in the Development may be required to pay non ad valorem assessments levied by the District to secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem assessments for debt service, the District may also levy a non ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, locating in the District by new residents is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem assessments as a tradeoff for the services and facilities that the

District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

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

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

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

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

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

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

Table 2. Cost Estimate for District Facilities

CATEGORY	COST
Surface Water Management System	$ 848,162
Water Distribution System	$ 150,065
Wastewater Collection System	$ 152,735
Roadway Improvements	$ 403,059
Total Estimated Cost of Improvements	$1,554,021

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

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

The County has an estimated population that is greater than 10,000 according to the Miami-Dade County Chamber of Commerce Website, 2000 U.S. Census. Therefore the City is not defined as a "small city" according to Section 120.52, F.S.

6.0 Any additional useful information.

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

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

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

Prepared by:
Governmental Management Services-South Florida, LLC
September 14, 2006

APPENDIX A
Reporting Requirements

APPENDIX A: *REPORTING REQUIREMENTS AT A GLANCE*

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
AUDITOR GENERAL, LOCAL GOVERNMENT SECTION Room 401, Claude Pepper Building, 111 West Madison Street, Tallahassee, Florida 32399-1450			
Annual Financial Audit Report	Section 218.39, *F.S.* Chapter 10.550, *Rules of the Auditor General.* Handbook Section 2 - 4	All special districts with either revenues or expenditures of more than $100,000.00. All special districts with revenues or expenditures/expenses between $50,000.00 and $100,000.00 that have not been subjected to a financial audit for the two preceding fiscal years. A dependent special district that is a component unit of a county or municipality may provide for an annual financial audit by being included in the audit of that county or municipality. In such instances, that audit report must clearly state that the special district is a component unit of the county or municipality.	Annually within 45 days after delivery of the audit report to the governmental entity, but no later than 12 months after fiscal year end. Two copies of the annual financial audit report must be submitted to the Auditor General.

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

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

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

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF ACCOUNTING 200 East Gaines Street, Tallahassee, Florida 32399-0354			
Annual Financial Report with a copy of the **Annual Financial Audit Report** attached, if required	Section 189.418, *F.S.* Section 218.31, *F.S.* Section 218.32, *F.S.* Handbook Section 2 - 3	All Housing Authorities; All independent special districts; All dependent special districts that are not component units of a local governmental entity.	Annually within 12 months of fiscal year end (9/30) and 45 days of audit completion. If no audit is required, file by April 30.
DEPARTMENT OF FINANCIAL SERVICES, BUREAU OF COLLATERAL MANAGEMENT 200 East Gaines Street, Tallahassee, Florida 32399-0345			
Public Depositor Annual Report to the Chief Financial Officer (Form DFS-J1-1009)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Annually by November 30.
Public Deposit Identification and Acknowledgment Form (Form DFS-J1-1295)	Section 280.17, *F.S.* Handbook Section 3 - 5	All special districts.	Execute at the time of opening the account and keep on file. Submit only in case of default of the qualified public depository.

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

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

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

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

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

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

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

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

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

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
STATE BOARD OF ADMINISTRATION, DIVISION OF BOND FINANCE 1801 Hermitage Boulevard, Suite 200, P.O. Box 13300, Tallahassee, Florida 32317-3300			
Advance Notice of Bond Sale	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	Before selling certain general obligation bonds & revenue bonds or closing on any similar long-term debt instruments.
Bond Information Form/Bond Disclosure Form (BF2003/2004A & B)	Section 189.418, *F.S.* Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable. New bond issues only.	Within 120 days after delivery of general obligation bonds and revenue bonds.
Bond Verification Form (BF2005)	Handbook Section 2 - 5	All special districts as applicable.	Within 45 days of the Division of Bond Finance's request.
Final Official Statement (Bonds)	Section 218.38, *F.S.* Handbook Section 2 - 5	All special districts as applicable.	Within 120 days after delivery of the bonds, if prepared.
IRS Form 8038 (Bonds)	Section 159.345(1), *F.S.* Section 159.475(1), *F.S.* Section 159.7055, *F.S.* Handbook Section 2 - 5	Special districts issuing Industrial Development or Research and Development Bonds.	Submit with the Bond Information Form & Official Statement, if any is published.

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

Submission Requirement	Statutory / Rule Reference	Applicable Special Districts	Due Date
SUPERVISOR OF ELECTIONS (LOCAL) **In the County of the Reporting Person's Permanent Residence**			
Statement of Financial Interests (Form 1)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" appointed to a special district or special district's board.	Within 30 days of accepting the appointment, then every year thereafter by July 1.
		All "special district local officers" elected to a special district's board.	During the qualifying period, then every year thereafter by July 1.
Final Statement of Financial Interests (Form 1F)	Section 112.3145, *F.S.* Handbook Section 3 - 1	All "special district local officers" who are required to file Form 1 and are leaving a public position.	Within 60 days of leaving a public position.
Quarterly Client Disclosure (Form 2)	Section 112.3145(4), *F.S.* Handbook Section 3 - 1	Certain special district local officers, depending upon their position, business or interests (See Handbook Section 3 - 1).	No later than the last day of the calendar quarter following the calendar quarter during which the representation was made.
Annual Disclosure of Gifts from Governmental Entities and Direct Support Organizations and Honorarium Event Related Expenses (Form 10)	Section 112.3148, *F.S.* Section 112.3149, *F.S.* Handbook Section 3 - 1	All special district local officers who file Form 1 and who received a reportable gift or expense.	Annually by July 1.
SUPERVISOR OF ELECTIONS (LOCAL) **In the County in which the Special District of the Reporting Person has its Principal Office**			
Interest in Competitive Bid for Public Business (Form 3A)	Section 112.313(12)(e), *F.S.* Handbook Section 3 - 1	Certain special district local officers (See Handbook Section 3 - 1).	Before or at the time of the submission of the bid.

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

This instrument was prepared by:	
Name: Address:	_____ _____ _____
	(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") to Expand and Contract the Palm Glades Community Development District (the "District") filed [insert month, day, and year], and approved pursuant to Ordinance No. _____ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices.

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT

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

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL.WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL

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

PURCHASER'S INITIALS: _____ _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

1.3.1.3 Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual

Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

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

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 0 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or

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

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A *[LATE NOTICE* or *EXTENDED LATE NOTICE]* UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]*. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION

OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

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

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [*INSERT PURCHASE PRICE INFORMATION*]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $22,192,843. EACH DETACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $18,051 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,242 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. EACH ATTACHED SINGLE FAMILY DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $16,045 IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,104 FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING.THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR

OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

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

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

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

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative

Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

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

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments

including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

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

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

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

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of

the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

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

covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However,

if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WIIEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 29th day of March, 2007

OWNER:
MD HOLDINGS LXIX, LLC, a Florida limited liability company

By: _____

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of MD Holdings LXIX, LLC, this 29th day of March, 2007 who is personally known to me or who produced _____ as identification.

C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

C. Vargas
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 5/18/07

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OWNER:
MD HOLDINGS III, LLC, a Florida limited liability company

By: _____

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of MD Holdings III, LLC, this 2nd day of March, 2007 who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 05/18/07

C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC

Exhibit A

LEGAL DESCRIPTION

SILVER PALM EAST SECTION FIVE
LEGAL DESCRIPTION

Parcel l:

The South 43.56 feet of the North 463.56 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 2:

Commencing at a point 370 feet South of the Northeast corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East; thence West 330 feet; thence South 50 feet; thence East 330 feet; thence North 50 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

Parcel 3:

The South 108 feet of the North 370 feet of the East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

Parcel 4:

The East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the East 25 feet thereof.

Parcel 5:

The East 1/2 of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, less the North 463.56 feet thereof.

Parcel 6:

The East 25 feet of the East 175 feet of the North 75 feet of the Southwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

NOTES: The above described parcel contains 164,491 square feet (3.3630 acres), more or less.

BOREK

LEGAL DESCRIPTION

The South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida, LESS the West 35 feet for Right-of-Way, and LESS the following described lands:
Beginning at the NW corner of the South 550 feet of the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East; thence run South 00°36'32" East a distance of 20 feet to a point on the West line of the said NW ¼; thence run North 89°28'16" East a distance of 231.35 feet; thence run North 86°50'49" East a distance of 436.70 feet to a point on the North line of the South 550 feet of said SW ¼ of the SW ¼ of the NW ¼ (East line SW ¼ of the SW ¼ of the NW ¼); thence run South 89°28'16" West along the North line a distance of 667.61 feet to the POINT OF BEGINNING, lying in the SW ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, Miami-Dade County, Florida.

AND

The South 580 feet of the West ½ of the SE ¼ of the SW ¼ of the NW ¼ of Section 19, Township 56 South, Range 40 East, lying and being in Miami-Dade County, Florida.

AND

The West 103 feet of Tract 6 of SECOND AMENDED PLAT OF SOUTH MIAMI GARDENS, according to the plat thereof recorded in Plat Book 48, Page 28, of the Public Records of Miami-Dade County, Florida.

NOTE: The above described parcel contains 544,003 square feet (12.4886 acres), more or less.

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Detached Single Family	$1,242	$61	$1,303
Attached Single Family	$1,104	$61	$1,165

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Detached Single Family	$5	$0	$104
Attached Single Family	$5	$0	$92

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Detached Single Family	$18,051	$37,260
Attached Single Family	$16,045	$33,120

_____ _____ PURCHASERS INITIALS

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

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Detached Single Family Dwelling Unit is expected to be approximately **$1,242.00** (approximately **$104** per month), and on each Attached Single Family Dwelling Unit is expected to be approximately **$1,104.00** (approximately **$92** 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 Detached Single Family Dwelling Unit over the term of the Bonds [30 years] is approximately **$37,260.00**, and on each Attached Single Family Dwelling Unit over the term of the Bonds [30 years] is approximately **$33,120.00**.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **$61.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

PURCHASER:

_____

Print Name: _____

Date: _____

PURCHASER:

_____

Print Name: _____

Date: _____

This instrument was prepared by:	
Name: Address:	_____ _____ _____ _____
	(Space Reserved for Clerk)

AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, Silver Palm Holdings of Homestead, LLC, a Florida limited liability company executed a Declaration of Restrictive Covenants, dated May 16, 2005, and recorded at Official Records Book 23992, Page 3234 in the Public Records of Miami-Dade County, Florida ("Declaration"); and

WHEREAS, the Declaration was executed in connection with the establishment of the Palm Glades Community Development District pursuant to Chapter 190, Florida Statutes, and Ordinance 05-181 of the Miami-Dade County Board of County Commissioners (the "Board"); and

WHEREAS, pursuant to Paragraph 5 of the Declaration, the Palm Glades Community Development District desires to amend the Declaration in connection with its Petition to Expand and Contract the Boundaries of the Palm Glades Community Development District (the "Petition") filed on [insert month, day, and year], and approved pursuant to Ordinance No.

_____ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, the Ordinance removes the Removed Property from the real property lying within the boundaries of the Palm Glades Community Development District, thereby necessitating a modification to the Declaration to delete such Removed Property from that which is encumbered by the Declaration; and

WHEREAS, the Palm Glades Community Development District consents to this Amendment to Declaration.

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, agrees to this Amendment to Declaration of Restrictive Covenants covering and running with the Removed Property, and the Palm Glades Community Development District consents to the same in connection with its Petition, as follows:

1. RECITALS. The recitals stated herein are true and correct and by this reference are incorporated into and form a material part of this Amendment to Declaration.

2. DELETION OF PROPERTY. The Declaration of Restrictive Covenants dated May 16, 2005, and recorded at Official Records Book 23992, Page 3234, in the Public Records of Miami-Dade County, Florida ("Declaration") is hereby amended to delete, and Miami-Dade County hereby fully releases, the Removed Property more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, from the covenants and restrictions of the Declaration.

3. In all other respects not specifically amended by the Amendment to Declaration of Restrictive Covenants, the Declaration of Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Amendment Declaration of Restrictive Covenants this 29th day of January 2007.

OWNER:
SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company

By: _____

Name: Michael Latterner
Title: Manager

Owner's Address: 13 SW 7th Street
Miami, Florida 33130

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Michael Latterner, the Manager of SILVER PALM HOLDINGS OF HOMESTEAD, LLC, a Florida limited liability company, this 29th day of January, 2007 who is personally known to me or who produced _____ as identification.

_____
Notary Public, State of Florida at Large
Print Name: C. Vargas
My commission expires: 5/18/07

C. Vargas
MY COMMISSION # DD200463 EXPIRES
May 18, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

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The PALM GLADES COMMUNITY DEVELOPMENT DISTRICT hereby consents to and acknowledges this Amendment to Declaration of Restrictive Covenants in connection with its Petition to Expand and Contract the boundaries of the Palm Glades Community Development District filed with Miami-Dade County.

PALM GLADES COMMUNITY DEVELOPMENT DISTRICT

ATTEST:

Secretary/Assistant Secretary

By: _____
Name: Mercedes Henderson
Title: Chair

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by Mercedes Henderson, the Chair of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [✓] or produced _____ as identification.

Michael J Pawelczyk 05/30/2010 NOTARY PUBLIC Commission # DD558046 STATE OF FLORIDA

_____
Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2007, by LUIS HERNANDEZ as Secretary/Assistant Secretary of the BOARD OF SUPERVISORS OF PALM GLADES COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [✓] or produced _____ as identification.

Michael J Pawelczyk 05/30/2010 NOTARY PUBLIC Commission # DD558046 STATE OF FLORIDA

_____
Notary Public
MICHAEL J. PAWELCZYK
Typed, printed or stamped name of Notary Public

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RELEASE OF REMOVED PROPERTY FROM DECLARATION

Pursuant to Paragraph 5 of the Declaration of Restrictive Covenants recorded at Official Records Book 23992, Page 3234 of the Public Records of Miami-Dade County, Florida ("Declaration"), after a public hearing and pursuant to Board action on _____, 200__, the County Manager, on behalf of the Board of County Commissioners, hereby consents to and acknowledges this Amendment to Declaration of Restrictive Covenants, thereby releasing the Removed Property, as described herein, from the covenants and restrictions of the Declaration.

_____
County Manager

_____
Date

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____, as County Manager and on behalf of Miami-Dade County, Florida, this _____ day of _____, 200_ who is personally known to me or who produced _____ as identification.

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

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Exhibit A

LEGAL DESCRIPTION

SILVER PALM WEST
SETTLEMENT PARCEL REMOVED FROM THE PLAT
LEGAL DESCRIPTION

A portion of the East ½ of the East ½ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the East ½ of the NE ¼ of said Section 24; thence run N00°54'25"W along the West line of the said East ½ of the NE ¼ of Section 24 for 40.00 feet to a point on the North line of the South 40 feet of the said East ½ of the NE ¼ of Section 24; thence run N88°18'35"E along the last described line for 265.02 feet to a point on the Ease line of the West 265 feet of the said East ½ of the NE ¼ of Section 24; thence S00°54'25"E along the last described line for 39.46 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 40.00 feet and a central angle of 90°47'00" for an arc distance of 63.38 feet to the point of tangency with the South line of the North 40 feet of the East ½ of the SE ¼ of said Section 24; thence run S88°18'35"W along the last described line for 20.43 feet; thence run S01°41'25"E for 125.00 feet; thence S36°05'36"E, radial to the next described curve, for 15.90 feet to a point of a circular curve concave to the Southeast; thence run Southwesterly, Southerly and Southeasterly along said curve to the left, having for its elements a radius of 75.00 feet and a central angle of 54°37'12" for an arc distance of 71.50 feet to the point of tangency; thence S00°42'48"E for 487.62 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 75.00 feet and a central angle of 50°11'37" for an arc distance of 65.70 feet to a point; thence S39°05'35"W, radial to the last described curve, for 24.05 feet; thence S01°41'25"E for 100.00 feet to a point on the South line of the North 902.55 feet of the said East ½ of the SE ¼ of Section 24; thence run S88°18'35"W along the last described line for 278.33 feet to a point on the West line of the said East ½ of the SE ¼ of Section 24; thence N00°42'47"W along the last described line for 902.68 feet to the Point of Beginning.

NOTES:

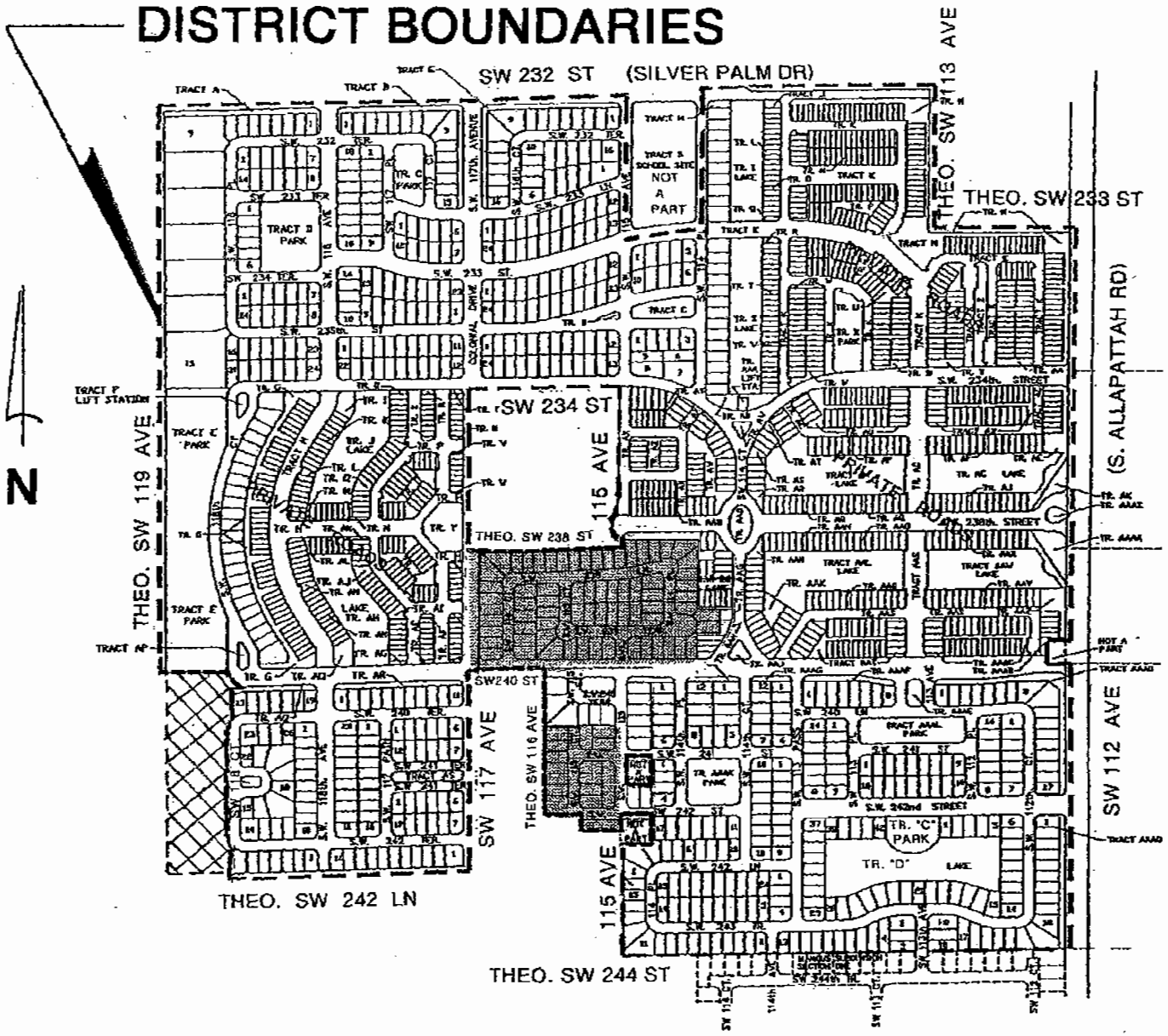
1. The above described parcel contains 255,829 square feet (5.8730 acres), more or less.

2. The bearings are based on an assumed direction of N88°18'35"E along the North line of the SE ¼ of Section 24, Township 56 South, Range 39 East, Miami-Dade County, Florida.

Prepared for:
Lennar Homes, Inc.
Job No. 02-7397
September 5, 2006

Prepared by:
Jack Mueller & Associates, Inc.
Consulting Engineers & Land Surveyors
Certificate of Authorization No. LB0064
9450 Sunset Drive ~ Suite 200
Miami, Florida 33173
Phone: 305-279-5555

DISTRICT BOUNDARIES



PALM GLADES

COMMUNITY DEVELOPMENT DISTRICT

(AMENDED BOUNDARIES)

(Revised 9/27/07)

NOTE: AREA SHOWN CROSS-HATCHED REMOVED FROM CDD

NOTE: AREAS SHOWN SHADED ADDED TO CDD

103

(COMM. 0008)

SECTIONS: 19-56-40 & 24-56-39 EXHIBIT "B"

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

Memorandum

MIAMI-DADE COUNTY

Date:	(Public Hearing 11-06-07) October 16, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager

Agenda Item No. 5(M)

Subject: Ordinance Creating the Pebblewalk Village Community Development District (Commission District No.12) **O#07-162**

Recommendation

It is recommended that the Board adopt the attached Ordinance creating the Pebblewalk Village Community Development District (CDD) in the City of Doral, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Doral has approved the creation of the Pebblewalk Village CDD by Resolution No. Z07-12.

Scope

This CDD is located within Commission District 12 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

The creation of the Pebblewalk Village Community Development District will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County.

Track Record/Monitor

A special taxing district will be created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as Miami-Dade County determines to implement the district.

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OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Background

Adrian Development at Pebble Walk Partnership, LLLP. (Adrian Development), owner of the Pebblewalk Village Development, (Pebblewalk Village) has filed an application to create the Pebblewalk Village CDD in connection with said development. Pebblewalk Village is a proposed 16.67 acre residential and retail development lying wholly within the City of Doral, in an area bounded by NW 114 Avenue on the east, NW 41 Street on the south, NW 117 Avenue on the west and theoretical NW 43 Street on the north. The CDD is designed to provide a financing mechanism for community infrastructure, facilities and services, along with certain ongoing operations and maintenance for the Pebblewalk Village Development. The development plan for the lands within the proposed CDD include construction of 364 residential dwelling units and 120,000 square feet of retail space with associated roadway, earthwork, storm drainage and water and sewer facilities estimated to cost approximately $5.592 Million. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Adrian Development. In accordance with Florida Statute 190, Adrian Development at Pebble Walk Partnership, LLLP has paid a filing fee of $15,000 to the County.

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

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

This development has private roads that are to be maintained by Homeowner Associations or the CDD. With the City's approval, a special taxing district will be created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscape, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Doral requests Miami-Dade County to activate it.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 5(M)

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
_____	Housekeeping item (no policy decision required)
✓	No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(M)
11-06-07

ORDINANCE NO. 07-162

ORDINANCE GRANTING PETITION OF ADRIAN DEVELOPMENT AT PEBBLE WALK PARTNERSHIP, LLLP, ("ADRIAN DEVELOPMENT" OR "PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING PEBBLEWALK VILLAGE 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 Development at Pebble Walk Partnership, LLLP, ("Adrian Development" or "Petitioner") has petitioned for the establishment of the Pebblewalk Village 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, because the proposed District is located wholly within the municipal boundaries of the City of Doral, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Doral has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and the Board of County Commissioners desires to establish the District; and

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

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

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

Section 2. The Petition to establish the Pebblewalk Village Community Development District over the real property described in Exhibit A attached hereto, which was filed by Adrian

Development at Pebble Walk Partnership, LLLP, a Florida corporation, on March 9, 2007, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit B).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

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

William F. Mueller
Allen D. Smith, Jr.
Genevieve Berlet Houston
Peter Adrian
Rudy Anez

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

Section 6. The Pebblewalk Village 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 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Pebblewalk Village Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

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

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Pebblewalk Village 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 10. All bonds issued by the Pebblewalk Village Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the Pebblewalk Village 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 12. Notwithstanding any power granted to the Pebblewalk Village 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 13. Notwithstanding any power granted to the Pebblewalk Village 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 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Pebblewalk Village Community Development District, in connection with the petition submitted by Adrian Development at Pebble Walk Partnership, LLLP, and approved herein.

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

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

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

PASSED AND ADOPTED: **November 6, 2007**

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Gerald T. Heffernan

RESOLUTION Z07-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA SUPPORTING THE ESTABLISHMENT OF THE PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Special District Services Inc., ("Applicant") has requested a resolution supporting the establishment of the Pebblewalk Village Community Development District; and

WHEREAS, Applicant has requested the rights to exercise all powers provided for in Sections 190.06 and 190.41, Florida Statutes; and

WHEREAS, the areas which will be enforced by the District include earth work, waste water, water supply system, surface water management, roads, paving, and landscaping; and

WHEREAS, the proposed Community Development District will allow the Applicant to seek approval from the County to create the District for the construction and financing of public infrastructure required to service this project; and

WHEREAS, the City Council, after careful review and deliberation, and the recommendation of staff, determined that it is in the best interests of the citizens of the City of Doral to support the establishment of the Pebblewalk Village Community Development District, subject to conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

Section 2. The City Council of the City of Doral hereby supports Applicant's application for the establishment of the Pebblewalk Village Community Development District, subject to the following conditions:

1. The City of Doral will be named as a beneficiary in the Declaration of Restrictions proffered to Miami-Dade County.

2. The City of Doral will be allowed to appoint two of the five original members to the District.

3. The Community Development District documents shall specify that all site improvements shall be constructed to applicable Miami-Dade County and City of Doral, Public Work standards and procedures.

4. Any amendments or modifications to the petition on file with the City must be submitted for review and approval within 30 days of such changes.

5. All current names and contacts associated with the Community Development District and Declaration of Restrictions shall be submitted to the City of Doral Community Development Director, and kept up-to-date.

6. All proposed designs shall comply with all of the City of Doral guidelines, codes, ordinances and procedures.

7. This property shall be platted and recorded prior to any building permits being applied for. Final Plat must be approved by the City of Doral. Right-of-

way requirement and improvements must seek City of Doral Public Works approval.

8. If the Community Development District is approved by the County, within 45 days of such approval, Applicant shall meet with the City of Doral Planning and Zoning Department and the City of Doral Public Works Department and outline which roads, utility lines, and right-of-way improvements are to be dedicated and which ones are to be maintained by the Community Development District.

Section 3. This resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

WHEREAS, on June 27, 2007 a motion to approve the Resolution was offered by Councilwoman Ruiz, who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Absent
Vice Mayor Peter Cabrera	(Vice Mayor Cabrera recused himself from voting on this Resolution)
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	No

PASSED AND ADOPTED this 27th day of June, 2007.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:

JOHN J. HEARN, CITY ATTORNEY

TENTATIVE PLAT OF "PEBBLE WALK AT DORAL"

LEGAL DESCRIPTION:

Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run N01deg43min42secW, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41; thence run S89deg34min36secW, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41; thence run S01deg43min42secE, along the West line of the East 35.00 feet of said Tract 41, for a distance of 248.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91deg18min24sec, for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19; thence run S89deg34min42secW, along the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19, for a distance of 4.49 feet to the Point of Curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03deg45min00sec, for an arc distance of 496.40 feet; thence run N86deg40min18secW, along a line tangent to the previous described curve, for a distance of 312.67 feet to the Point of Curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868.07 feet, through a central angle of 01deg25min18sec, for an arc distance of 195.23 feet; thence run N84deg58min08secW for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 75.61 feet to the Point of Intersection with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run N89deg34min42secE, along the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19, for a distance of 1156.30 feet to the point of beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida, also known as:

A portion of Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at the Point of Intersection of the North line of said Tract 41 with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 219.27 feet; thence run N84deg58min08secW for a distance of 90.63 feet to the Point of Intersection with the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19; thence run N01deg45min13secW, along the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19, for a distance of 210.65 feet to the Point of Intersection with the North line of said Tract 41; thence run N89deg34min36secE, along the North line of said Tract 41, for a distance of 90.02 feet to the Point of Beginning.

AND:

Tract 42 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Dade County, Florida. LESS the East 35.00 feet thereof, for Right-of-Way purposes, recorded in O.R.B. 14590, Page 2003 and O.R.B. 14594, Page 2524, Public Records of Dade County, Florida.

SURVEYOR'S NOTES:

1) The above captioned Property was surveyed and described based on the above Legal Description: furnished by Client.
2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
4) Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (61G17-6FAC), is "High Risk/Residential". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and Calculation of a closed geometric figure was found to exceed this requirement.
5) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6) Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
7) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
8) Number of Tracts: 1 Tract
9) Public Water to be utilized.
10) Public Sewer to be utilized.
11) Zoning: BU-2
12) DEVELOPMENT CRITERIA: SEE DEVELOPMENT CRITERIA TABLE.
12a) Dade County Flood Criteria: 7.4' more or less.
13) AREA OF PROPERTY:
13a) Area = 714,806.05 Square Feet or 16.41 Acres more or less.
14) Ownership subjects to OPINION OF TITLE.
15) Type of Survey: Boundary Survey for purpose of TENTATIVE PLAT.
16) North arrow direction and Bearings shown hereon are based on: N89deg34min41secW along South line of the S.W. 1/4 of Section 19-53-40, and center line of N.W. 41st Street, in recorded Plat Book 2, at Page 17, Public Records of Dade County, Florida.
17) Unless otherwise noted, this Firm has not attempted to Locate footings and/or Foundations (underground).
18) The U.S. Department of FEDERAL EMERGENCY MANAGEMENT AGENCY, delineates the herein described land to be situated within Flood Zone: AH Base Flood Elevation= 7.00' AS PER Community-Panel No. 120635 Map No. 160 J Date: July 17, 1995.
19) 00.0' Indicates Existing Elevation.
Elevations are referred to: National Geodetic Vertical Datum, 1929.
Bench Mark Used: H-024 AZ Elev.= 7.04'
19a) Bench Mark Location: 4.1' West of West Edge of Pavement of N.W. 117th Avenue and 0.8 mile North of N.W. 25th Street, 20.8' North of a Utility Pole.
20) Field Book: A-284,15-20 Order No.: 985391-556/02E241-556

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the BOUNDARY SURVEY, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. LB 6557

Original Field Work Survey Date: October 22, 1998.
Revision 1: October 2, 2003 (Update).
Revision 2: January 4, 2005 (Revised Tract "B").
Revision 3: March 24, 2006 (Removed Tract "B").
Revision 4: May 15, 2006 (Update & City Comments).
Revision 5: October 6, 2006 (Update & Revised per Client's Comments).
Revision 6: October 10, 2006 (Adjust Propose Lake Location).

By: _____
Ricardo Rodriguez, P.S.M. for the Firm
Professional Surveyor and Mapper
State of Florida, Registration No. 5938

EXHIBIT B

IN RE: AN ORDINANCE TO ESTABLISH)
THE PEBBLEWALK VILLAGE)
COMMUNITY DEVELOPMENT DISTRICT)

PETITION

Petitioner, Adrian Development at Pebble Walk Partnership, LLLP, ("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 incorporated area of the City of Doral, Miami-Dade County, Florida, in County Commission District 12. Exhibit 1 depicts the general location of the project. The proposed District covers approximately 16.67 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 are as follows:

1.	Genevieve Houston	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
2.	Peter Adrian	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
3.	Allen D. Smith, Jr.	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
4.	Rudy Anez	9931 NW 29 Street	Doral, FL 33172
5.	Bill Mueller	15740 S.W. 103rd Lane	Miami, FL 33196

The City of Doral reserves the right to name two (2) members to the initial Board in lieu of two (2) persons named to this initial Board.

4. The proposed name of the District to be established is Pebblewalk Village Community Development District ("PWCDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on 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 364 dwelling units, and 120,000 square feet of retail space. The proposed uses for the land included within the proposed District are in compliance with 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 Office/Residential, per Resolution No. CZAB9-35-98. 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. Exhibit 8 are resumes of the proposed supervisors

11. Exhibit 9 is the proposed Resolution from the City of Doral to Miami-Dade County.

12. Exhibit 10 is an Opinion of Title for the property which is required by Miami-Dade County.

13. Exhibit 11 is a Joinder of Mortgagee by the mortgagee on the property.

14. The last exhibit is the Covenant, an agreement between the developer and Miami-Dade County.

15. Petitioner hereby requests that the proposed district be granted the right to exercise the powers provided for in Sections 190.012(1), 2(a) and 2(d), Florida Statutes, as amended

16. The Petitioner is Adrian Development at Pebble Walk Partnership, LLLP, whose address is 4000 Ponce de Leon Blvd. Ste 770, Coral Gables Florida 33146.

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 Pebblewalk Village Community Development District and;

2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Pebblewalk Village Community Development District .

Respectfully submitted this 17th day of SEPTEMBER 2007.

Adrian Development at Pebble Walk Partnership, LLLP

By: Pedro Adrian, CEO
4000 Ponce de Leon Blvd. Ste 770
Coral Gables, Fl 33146

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EXHIBIT 3
AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this 17th day of SEPTEMBER 2007, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Pedro Adrian,** who, after being duly sworn, deposes and says:

1. Affiant **Pedro Adrian**, an individual, is the Chief Executive Officer of, **Adrian Development at Pebble Walk Partnership, LLLP.**

2. **Adrian Development at Pebble Walk Partnership, LLLP** is the owner of the following described property, to wit:

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

3. Affiant, **Pedro Adrian**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Pebblewalk Village 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 Adrian on behalf of Adrian Development at Pebble Walk Partnership LLLP, 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 Adrian

Subscribed and sworn to before me this 17th day of SEPTEMBER, 2007 by _____, who personally appeared before me, and is personally known.

Notary:
Print Name: Carolle Foster
Notary Public, State of Florida

Carolle Foster
Commission # DD433657
Expires May 26, 2009

EXHIBIT A
LEGAL DESCRIPTION
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Tract 41 OF Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more and particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, thence run N01deg43min42secW, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41, thence run S89deg34min36secW, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41, thence run S01deg43min42secE, along the West line of the East 35.00 feet of said Tract 41, for a distance of 249.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91deg18min24sec, for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the southwest ¼ of said Section 19; thence run S89deg34min42secW, along the North line of the South 55.00 feet of the Southwest ¼ of said Section 19, for a distance of 4.49 feet to the Point of Curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03deg45min00sec, for an arc distance of 496.40 feet; thence run N86deg40min18secW, along a line tangent to the previous described curve, for a distance of 312.67 feet to the point of Curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868,07 feet, through a central angle of 01deg25min18sec, for an arc distance of 195.23 feet; thence run N64deg58min08secW for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest ¼ of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest ¼ of said Section 19, for a distance of 75.61 feet to the Point of Intersection with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19; thence run N89deg34min42secE, along the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, for a distance of 1156.30 feet to the point of beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South ½ of the south ½ of the Southwest ¼ of the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, also known as:

A portion of Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Point of Intersection of the North line of said Tract 41 with the East line of the West 160.00 feet of the Southwest ¼ of said Section 19; thence run S01 deg45min13secE, along the East line of the West 160.00 feet of the Southwest ¼ of said Section 19, for a distance of 219.27 feet; thence run N84deg58min08secW for a distance of 90.63 feet to the Point of Intersection with the East line of the West 70.00 feet of the Southwest ¼ of said Section 19; thence run N01deg45min13secW, along the East line of the West 70.00 feet of the Southwest ¼ of said Section 19, for a distance of 210.65 feet to the Point of Intersection with the North line of Tract 41; thence run N89deg34min36secE, along the North line of said Tract 41, for a distance of 90.02 feet to the Point of Beginning.

AND

Tract 42 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida. LESS the East 35.00 feet thereof, for Right-of-Way purposes, Public Records of Miami-Dade County, Florida.

Folio Numbers:
Tract41-35-3019-001-0352
Tract 42-35-3019-001-0380

JOINDER AND CONSENT OF MORTGAGEE

Ocean Bank, being the mortgagee under that certain mortgage from Arion Dev. Pebble Walk, LLC recorded in Official Records Book 23518 at Page 152 of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Declaration of Restrictive Covenants, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of:

OCEAN BANK, a Florida banking corporation, Mortgage Holder

By: Oscar Valdés
Name: Oscar Valdés
Title: Vice President
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 9 day of Jan., 2007, by Oscar Valdés Vice Pres. of Ocean Bank, on behalf of the bank. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

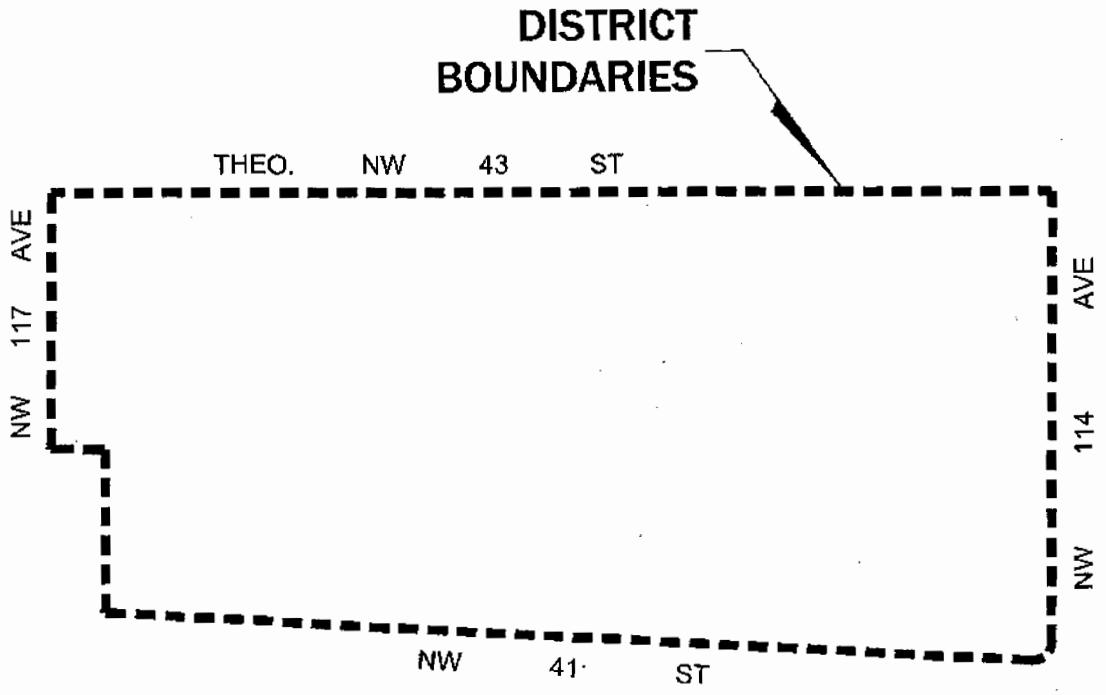
(Print, Type or Stamp Commissioned Name of Notary Public)

EXHIBIT 4B
GOOD FAITH ESTIMATE
CONSTRUCTION COSTS ESTIMATES
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Category	Cost Estimate
MITIGATION	$ 644,500
EARTHWORK	$ 544,500
WASTE WATER SYSTEM	$ 541,360
WATER SUPPLY SYSTEM	$ 613,750
SURFACE WATER MANAGEMENT	$ 693,750
ROADS AND PAVING	$ 900,750
OFFSITE IMPROVEMENTS	$ 579,500
LANDSCAPING	$ 564,500
ENTRANCE FEATURES	$ 509,500
TOTAL PROJECTED COSTS	**$ 5,592,110**

EXHIBIT 4A
GOOD FAITH ESTIMATE
ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Improvement	Start Date	Completion Date
MITIGATION	7-FEB	7-MAR
EARTHWORK	7-JAN	7-MAR
WASTE WATER SYSTEM	7-FEB	7-MAR
WATER SUPPLY SYSTEM	7-FEB	7-MAR
SURFACE WATER MANAGEMENT	7-FEB	7-MAR
ROADS AND PAVING	7-APR	7-APR
OFFSITE IMPROVEMENTS	7-MAR	8-SEP
LANDSCAPING	8-SEP	8-OCT
ENTRANCE FEATURES	8-SEP	8-OCT



PEBBLEWALK VILLAGE

COMMUNITY DEVELOPMENT DISTRICT

N

(COMM. 0012)
SECTION: 18 - 56 - 40

EXHIBIT "C"

9/6/2007 12:03:12 PM

GENEVIEVE BERLET HOUSTON

♦6904 SW 88 Street♦Miami, FL 33156 ♦(H) 305.667.6145

Professional Experience

LEVIEV BOYMELGREEN **9/2004 - present**

Operations Manager

- Responsible for expansion of current offices and sales gallery and saved over 25% of budget.
- Part of first team member and coordinator for set up for the Miami office.
- Project manager and owner representative for Boymelgreen residence buildout.
- Liaison between field personnel and corporate management.
- Coordinated and assisted the launch and build outs for multiple sales centers.
- Managed overall operation of the sales center offices ensuring efficiency of the business unit.
- Recommended and assisted in the management of projects to increase the efficiency and effectiveness. Including following up on proposals, special events planning, vendor negotiations, and legal contract coordination.
- Support the development of policies and procedures for the business unit.
- Hands on worker, team player attitude that coordinated various issues and projects simultaneously.
- Coordinator and trouble shooter for all issues regarding the various projects.
- Supervised and assisted all issues regarding accounts payable and receivable.
- Worked as a liaison with Director of Operations, and CFO to manage and improve office environment and productivity.
- Promoted based on exceptional performance, with added responsibility and increase in compensation.

HUGO BOSS **10/1999 – 9/2004**

Operations Manager/ Trademarketing Supervisor/ Sales Representative Boss Woman

- Responsible for sales of Boss Woman. 20 Points of sale. Coordination of shipment and goods. Create stock orders when required.
- Responsible for the distribution of all Trademarketing and Point of Sale materials for shops in Latin America, Caribbean and Brazil.
- Improved the production and distribution of corporate visual concepts/"blowup." As a result saved 20% of costs and achieved a distribution efficiency of over 55%.
- Managed inventory and loss prevention for the following Boss brands: Boss Hugo Boss, Boss Orange Label, Hugo Men, Hugo Women and Boss Woman with shrinkage of less than 5%.
- Coordinated and hosted annual owners conference, shop opening parties and special events.
- Supervised and assisted PR/Marketing department with editorials, marketing forecasts and magazine advertisements.
- Created sales recap information for selling season and financial forecasts. Oversee and managed overall office budget of $1 million dollars.
- Contracted and supervised expansion of the Miami Showroom within a 6-month deadline and saved over 35% of budget.
- Coordinated ten (10) sample sales for Miami showroom; sales over 30 thousand dollars per sample sale.
- Promoted annually, based on exceptional performance, with added responsibility and increase in compensation.

Operations / Franchising Manager **10/1999 - 2002**

- Collaborated with Regional Director of Hugo Boss on the construction of new shops.
- Conducted concept control inspections at each construction site and prepared assessment reports and approvals for Corporate Headquarters.
- Created a new organizational format of furniture and fixtures from various European distributors ensuring timely arrival and consistent quality.
- Restructured franchising timeline with Corporate Headquarters to improve process efficiencies.

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 home-building 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.

ALLEN D. SMITH, JR.

EDUCATION:

College of William and Mary — Williamsburg, Virginia
Bachelor of Business Administration in Accounting — ***May 1989***

PROFESSIONAL EXPERIENCE:

THE RELATED GROUP OF FLORIDA — Miami, Florida
Assistant Controller — ***March 2001 - Present***

- Supervise and coordinate daily operations of the accounting department.
- Monitor company cash flow and invest excess cash in conservative vehicles to maximize earnings.
- Review detail general ledger journal, monthly, for proper entries and potential errors and, subsequently, perform month-end-close of the general ledger journal and subsidiary ledger journals.
- Review multiple monthly bank statements and bank reconciliations for anomalies.
- Collect and consolidate cash needs projections for various property development projects, for monthly meeting with the company President.
- Analyze and directly report on personal cash flow and equity and bond portfolios of the President on a monthly basis.
- Verify President's compliance with S.E.C. requirements for a director of a company.
- Assist in preparing annual corporate budget.
- Provide quarterly budget variance report to Controller, Chief Accounting Officer and President.

NORTRAX EQUIPMENT COMPANY (Formerly Neff Machinery, Inc.) — Miami, Florida
April 1991-July 2000

Internal Audit Manager *(March 1996 - July 2000)*

- Responsible for smooth transition to new company ownership.
- Continued duties performed under previous ownership (Neff Machinery, Inc.).
- Developed systems of internal control.
- Performed audits of internal control systems and briefed Controller with results.
- Traced sales transactions from original documentation to general ledger posting.
- Periodically reviewed accounts payable distribution forms and verified accurate categorization of expenses.
- Performed quarterly audits of construction equipment inventory and verified accuracy of rental and sales documentation.
- Supervised daily accounting, inventory, and general operations.
- Analyzed levels of construction equipment inventory, and prepared monthly review for upper management.
- Participated in the development of financial and operations reports used to obtain additional capital funding.
- Standardized and documented accounting and operating procedures.
- Supervised the implementation of a major upgrade in accounting and operations computer software.

Assistant Controller *(April 1991 - February 1996)*

- Supervised daily accounting operations.
- Reviewed detail general ledger journal, prepared financial statements, and performed month-end close of the general ledger journal and subsidiary ledger journals.
- Provided quarterly financial analysis to company President for use in evaluating company profitability and fiscal health.
- Monitored machinery inventory order system.
- Assisted in the conversion to new accounting and operations computer software.

Rudy Anez

9931 NW 29 St. Doral, Fl. 33172 305-491-2431 ranez@hhdevelop.com

EDUCATION

A.S. Degree Buiding Construction Technology, Miami Dade Community College, 1982
B.S. Degree Construction Management, Florida International University, 1987
Masters Degree, Engineering Management, California Coast University, pending completion
OSP Engineering Certification, Engineering Institute, 1996
Fla. Real Estate License,1988
Fla. Mortgage Broker License, 1988

EXPERIENCE

2004-06 **H&H Developers, LLC. Miami, Florida**
Position: VP of Development.
Projects in charge:

- Douglas Place Condos. Mixed use project, 16 story tower with retail on ground flrs. 83 condo units and a 4 story parking deck. $ 15 million, Miami, Fl.Completed
- Mediterranea Condos. Mixed use project, 16 story tower with retail on ground flrs. 181 condo units and a 5 story parking deck. $ 30 million, Miami, Fl.Completed
- Bird Rd. Mixed use project, one full city block, 20k sqft. Retail component, 68k sqft. 7 story office building, (1)16 story condo tower with 254 condo units and 7 story parking deck for 650 cars. $ 100 million, Miami, Fl. "MUSP" approved
- Gallery Art Condos. Mixed use project, 19 story tower with retail & offices. 176 condo units and a 5 story parking deck. $ 30 million, Miami

2001-04 **CABI DEVELOPERS, Aventura, Florida.**
Position: Development and Construction Project Manager.
Projects in charge:

- The Parc at Turnberry Isle. 111 condo units, Two 22 floor towers and a 5 story parking deck. $ 48 million, Aventura, Fl.completed thru construction process.
- Country Club Center Office Building. 10 stories w/ a Parking deck for 232 cars. $15 million, Aventura, Fl.completed
- Turnberry Village. 405 condo units, 2 fifteen story towers w/ a 5 story parking garage and pool deck. $ 125 million, Aventura, Fl. completed thru construction process.
- Turnberry Ocean Colony. 232 condo Units, (2) 32 story towers. $ 135 million, Aventura, Fl. completed thru construction process.
- New River. 124 condo units, 17 story tower. $ 30 million, Ft. Lauderdale, Fl.
- Everglades on the bay. 750 units, 2 towers + mix use $ 145 million

2000-01 **TECHNICAL PROPERTIES, Washington DC/ Coral Gables, Fl.**
Position: Development & Construction Project Manager.
Project in charge:

- One Aragon-55 Miracle mile. 185 condo units, 20 story tower plus mix use development. $40 million, Coral Gables, Fl. completed thru construction process.

1998-00 **TERREMARK TECHNOLOGY GROUP, Coconut Grove, Florida.**
Position: Development and Senior Construction Project Manager.
Projects in charge:

- Technology Center of The Americas. 1 million sqft. State of the Art-Technology building.$ 50 million, Miami, Fl. completed
- NAP of The Americas. 120,000 sq ft. State of the Art Network Operation Center. $ 55 million, Miami, Fl. completed

1996-98 **NORTHSTAR-BE&K, Alabama-Miami, Florida.**

Position: Construction Project Manager.

Projects in charge:

- Construction for the Network Operation Centers and OSP fiber optic underground routes for Level(3), BellSouth, Global Crossing, MCI, Telefonica. Managed over $ 15 million. completed

WILLIAM F. MUELLER

15740 S.W. 103rd Lane, Miami, Florida 33196 • Home (305) 388-2957

Cellular (305) 343-4950 • E-mail: bmueller61@hotmail.com

PROFILE *Finance & development executive with over 15 years experience in operations improvement, acquisition analysis/due diligence, financial reporting, budgeting, capital planning, and treasury operations. MBA/CPA.*

PROFESSIONAL EXPERIENCE

LEVIEV BOYMELGREEN DEVELOPERS, Miami, Florida **3/2005-Present**

Chief Financial Officer

- CFO for an international developer with over $1.3 billion in assets. Responsibilities include financial planning and development, lender relationships, due diligence for asset acquisitions and dispositions, business decision support and analysis and insurance administration for Florida Operations.
- Implemented new general ledger and job cost reporting system for high and low-rise condominium construction and commercial property operations. Chief liaison with general contractors on all business aspects of construction program. Provided direction to general contractors on developing cash flow models for capital structure planning.
- Created savings program designed to realize in excess of $4 million in sales and use taxes related to construction activity. Directly supervised the development and administration of program.
- Directed national level insurance advisory group on modeling financial aspects of Owner Controlled Insurance Program (OCIP) for large scale, high-rise condominium construction program. Program scheduled to realize savings in excess of $3 million.
- Guided business aspects of all acquisitions realizing in excess of $1 million in savings by providing guidance on environmental remediation.

RONEY ASSOCIATES, Miami, Florida 2002

– 3/2005

Chief Executive Officer

- Chief Advisor to Board of Directors for strategy and operations, including financial performance of hotel and condominium operations with annual sales of $50 million per year. "Bottom line" responsibility for operations and development, accounting/finance function, construction management, sales & marketing, legal affairs, risk management and information technology.
- Implemented revenue enhancement strategies that resulted in business operations achieving record revenue and income levels during tenure through internal growth and identifying/managing sources of recurring revenue streams. Doubled net operating income year over year through target marketing initiatives and improved operating efficiencies. Increased business value by $70 million in two years.
- Managed banking relationship with international lending institution including negotiating loan agreements and debt restructuring. "Can-Do" attitude that can respond positively in adverse and difficult environments to implement comprehensive business solutions. Unequivocal personal and professional ethics.

Chief Operating/Financial Officer

- Full responsibility of operations including development, financial planning, control policies, merger and acquisition evaluation and cash management. Worked as strategic partner with CEO to manage sources of capital including disciplining cost structure and creatively enhancing revenue. Reduced operations cost structure by approximately 20% and successfully initiated program to enhance the company's relationship with the local municipality.
- Through "Hands-On" management, implemented "customer centric" approach to service and resulted in excellent guest experience ratings measured by surveys and on-line travel reviews. Implemented

- change initiatives focusing on quality customer support through employee training and offerings of feature rich services.

ROYAL CARIBBEAN CRUISES, LTD., Miami, Florida **1997 – 2001**
Director of Operations (1999 – 2001)

- Created vision and strategy to re-vitalize operations of company's real estate assets. Led research and articulated business case that increased incremental revenue by over $40 million. Provided regular updates to Chief Executive Officer, President and Chief Financial Officer of a Fortune 500 Company.
- Increased profitability of operations through optimizing pricing strategies and information systems that led to the doubling of revenues in less than eighteen months. Recognized as the fastest growing revenue area in the operations during that timeframe.
- Implemented multiple change management, cost reduction and reorganization initiatives. Implementations saved company $2.5 million per annum.

Manager of Capital Planning **(1998 –1999)**

- Responsible for the analysis and financial planning of company's capital projects including:
  - Analysis and development of the company's capital plan valued at over $100 million annually, including the evaluation of hundreds of technology projects. Responsible to Chief Financial
  - Officer on all the details of capital investment projects including their return on investment criteria and monthly reporting of projects.
  - Saving the company $7-10 million annually through the application of rigorous analytical techniques and return on investment methodology.
  - Responsible for operations improvement analysis and reporting to President and Chief Financial Officer. Chief Financial Officer's liaison to operational heads in developing, analyzing and reporting operations improvement projects.

Asset Acquisition/Development Controller (1997 – 1998)

- Implemented new job cost reporting system that provided key insight to managing escalating production costs and resulted in the development of cost containment strategies.
- Developed financial models that accurately forecasted project expenditures and led to the reduction of total new building costs by over 20%. Provided financial leadership in a cross-functional international development team responsible for the on time delivery of state-of-the-art vessels valued at over $400 million.

AVATAR HOLDINGS, INC., Coral Gables, Florida **1995 – 1997**
Director of Finance

- Business Unit Controller responsible for the financial reporting of time-share operating unit. These responsibilities included management and financial reporting, managing annual audit with public accountants and the assurance that all standards of GAAP and GAAS were adhered to.
- Managed treasury operations including the accurate forecasting of cash management needs and revenue streams. Directed the preparation of all operating and capital budgets and designed and developed financial models used to evaluate complex real estate development and acquisition transactions.

A series of positions with increasing financial management responsibility with The Wackenhut Corporation, DME Corporation and Atlantic Gulf Communities, Inc. 1989 - 1995

EDUCATION

Cornell University, Ithaca, New York
Executive Education Certificate Program

Nova-Southeastern University, Fort Lauderdale, Florida
Masters of Business Administration

University of the State of New York, Albany, New York
Bachelors of Science in Accounting

PROFESSIONAL CERTIFICATIONS & AFFILIATIONS

Certified Public Accountant
Member, American Institute of Certified Public Accountants

OTHER ACHIEVEMENTS

- Qualified for and competed in the Boston Marathon as well as other regional marathons.
- Former Naval Nuclear Submariner. Received Prestigious Master Training Specialist Award, United States Navy/ Nuclear Submarine Service, Atlantic Fleet. Awarded to top one percent of military instructors while on shore assignment.

PEBBLEWALK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

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	Exhibit 4A	Estimated Infrastructure Construction Time Table	
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	Exhibit 5	Public Private Uses Map	
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B.	**COVENANT**		
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PETITION FOR ORDINANCE

FOR

PEBBLEWALK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

MARCH 9, 2007

Prepared by

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

561-630-4922 – Tele
877-737-4922 – Toll Free
561-630-4923 – Fax

IN RE: AN ORDINANCE TO ESTABLISH)
THE PEBBLEWALK VILLAGE)
COMMUNITY DEVELOPMENT DISTRICT)

PETITION

Petitioner, Adrian Development at Pebble Walk Partnership, LLLP, ("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 incorporated area of the City of Doral, Miami-Dade County, Florida, in County Commission District 12. Exhibit 1 depicts the general location of the project. The proposed District covers approximately 16.67 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 are as follows:

1.	Genevieve Houston	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
2.	Peter Adrian	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
3.	Allen D. Smith, Jr.	4000 Ponce de Leon Blvd., Ste 770	Coral Gables, FL 33146
4.	Rudy Anez	9931 NW 29 Street	Doral, FL 33172
5.	Bill Mueller	15740 S.W. 103rd Lane	Miami, FL 33196

The City of Doral reserves the right to name two (2) members to the initial Board in lieu of two (2) persons named to this initial Board.

4. The proposed name of the District to be established is Pebblewalk Village Community Development District ("PWCDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on 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

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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 364 dwelling units, and 120,000 square feet of retail space. The proposed uses for the land included within the proposed District are in compliance with 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 Office/Residential, per Resolution No. CZAB9-35-98. 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. Exhibit 8 are resumes of the proposed supervisors

11. Exhibit 9 is the proposed Resolution from the City of Doral to Miami-Dade County.

12. Exhibit 10 is an Opinion of Title for the property which is required by Miami-Dade County.

13. Exhibit 11 is a Joinder of Mortgagee by the mortgagee on the property.

14. The last exhibit is the Covenant, an agreement between the developer and Miami-Dade County.

15. Petitioner hereby requests that the proposed district be granted the right to exercise the powers provided for in Sections 190.012(1), 2(a) and 2(d), Florida Statutes, as amended

16. The Petitioner is Adrian Development at Pebble Walk Partnership, LLLP, whose address is 4000 Ponce de Leon Blvd. Ste 770, Coral Gables Florida 33146.

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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 Pebblewalk Village Community Development District and;

2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Pebblewalk Village Community Development District .

Respectfully submitted this 17th day of SEPTEMBER 2007.

Adrian Development at Pebble Walk Partnership, LLLP

By: Pedro Adrian, CEO
4000 Ponce de Leon Blvd. Ste 770
Coral Gables, Fl 33146

EXHIBITS
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Exhibit 1	Location Map
Exhibit 2	Legal Description
Exhibit 3	Consent and Joinder – Adrian Development at Pebble Walk Partnership, LLLP
Exhibit 4A	Estimated Infrastructure Construction Time Table
Exhibit 4B	Construction Costs Estimates
Exhibit 5	Public & Private Uses Map
Exhibit 6	Statement of Estimated Regulatory Costs
Exhibit 7	District Boundaries Map
Exhibit 8	Resumes of proposed Supervisors
Exhibit 9	Proposed Resolution to Miami Dade County from City of Doral
Exhibit 10	Opinion of Title
Exhibit 11	Joinder by Mortgagee
Exhibit 12	Surveyors Certificate of Legal Description

EXHIBIT 1
GENERAL LOCATION OF THE PROJECT
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

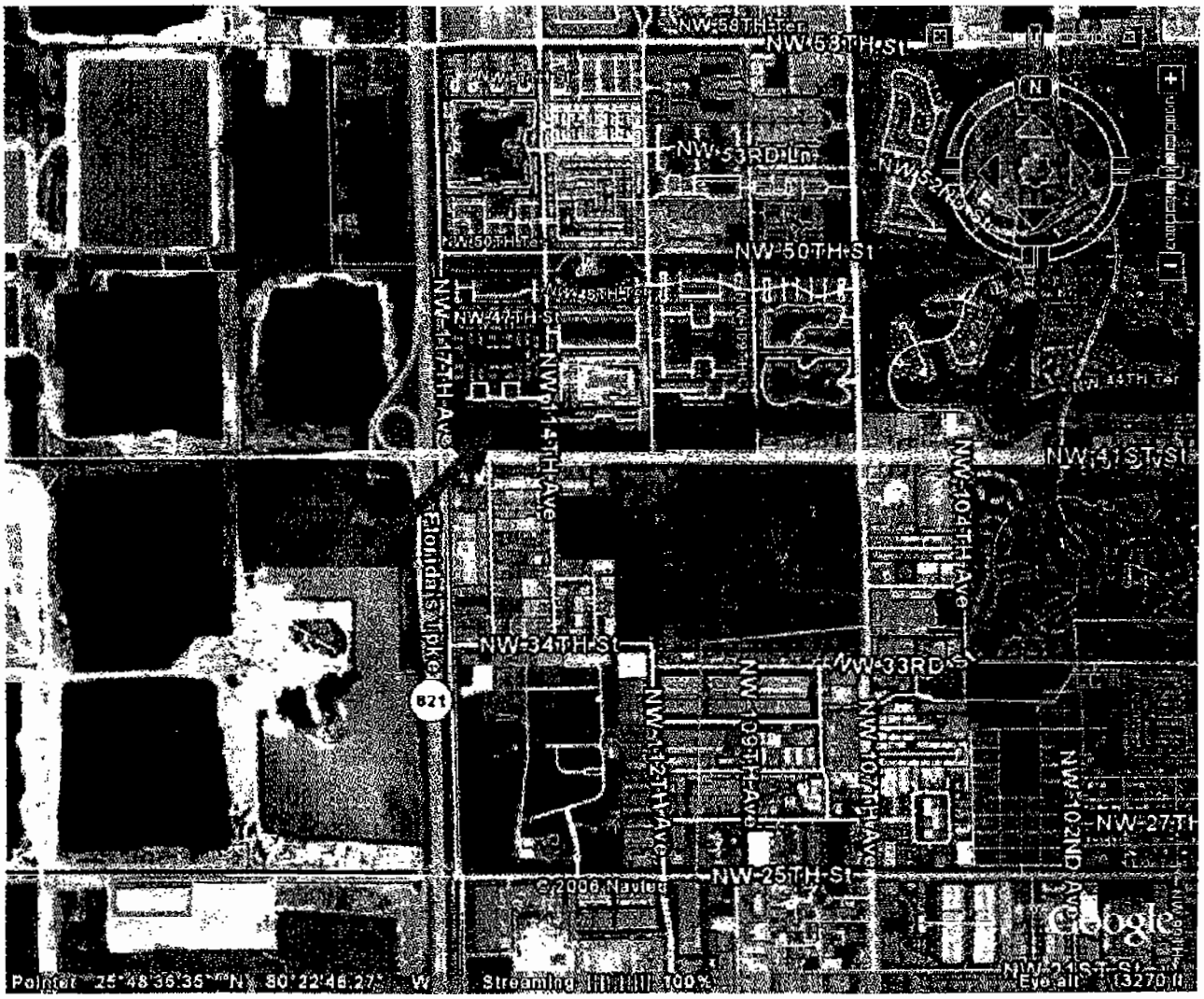

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EXHIBIT 2
LEGAL DESCRIPTION
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Tract 41 OF Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more and particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, thence run N01deg43min42secW, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41, thence run S89deg34min36secW, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41, thence run S01deg43min42secE, along the West line of the East 35.00 feet of said Tract 41, for a distance of 249.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91deg18min24sec, for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the southwest ¼ of said Section 19; thence run S89deg34min42secW, along the North line of the South 55.00 feet of the Southwest ¼ of said Section 19, for a distance of 4.49 feet to the Point of Curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03deg45min00sec, for an arc distance of 496.40 feet; thence run N86deg40min18secW, along a line tangent to the previous described curve, for a distance of 312.67 feet to the point of Curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868.07 feet, through a central angle of 01deg25min18sec, for an arc distance of 195.23 feet; thence run N64deg58min08secW for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest ¼ of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest ¼ of said Section 19, for a distance of 75.61 feet to the Point of Intersection with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19; thence run N89deg34min42secE, along the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, for a distance of 1156.30 feet to the point of beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South ½ of the south ½ of the Southwest ¼ of the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, also known as:

A portion of Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

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AND

Tract 42 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida. LESS the East 35.00 feet thereof, for Right-of-Way purposes, Public Records of Miami-Dade County, Florida.

Folio Numbers:
Tract 41-35-3019-001-0352
Tract 42-35-3019-001-0380

EXHIBIT 3
AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this 17th day of September 2007, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Pedro Adrian,** who, after being duly sworn, deposes and says:

1. Affiant **Pedro Adrian**, an individual, is the Chief Executive Officer of, **Adrian Development at Pebble Walk Partnership, LLLP.**

2. **Adrian Development at Pebble Walk Partnership, LLLP** is the owner of the following described property, to wit:

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

3. Affiant, **Pedro Adrian**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Partnership, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Pebblewalk Village 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 Adrian on behalf of Adrian Development at Pebble Walk Partnership LLLP, 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 Adrian

Subscribed and sworn to before me this 17th day of September, 2007 by _____, who personally appeared before me, and is personally known.

Notary: _____
Print Name: Carolle Foster
Notary Public, State of Florida

Carolle Foster
Commission # DD433657
Expires May 26, 2009
Bonded Troy Fain - Insurance, Inc. 800-385-7019

EXHIBIT 3
AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

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

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

5. Affiant, Pedro Adrian on behalf of Adrian Development at Pebble Walk Partnership LLLP, 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 Adrian

Subscribed and sworn to before me this 17th day of SEPTEMBER, 2007 by _____, who personally appeared before me, and is personally known.

Notary:
Print Name: Carolle Foster
Notary Public, State of Florida

Carolle Foster
Commission # DD433657
Expires May 26, 2009

EXHIBIT A
LEGAL DESCRIPTION
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Tract 41 OF Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more and particularly described as follows:

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Folio Numbers:
Tract41-35-3019-001-0352
Tract 42-35-3019-001-0380

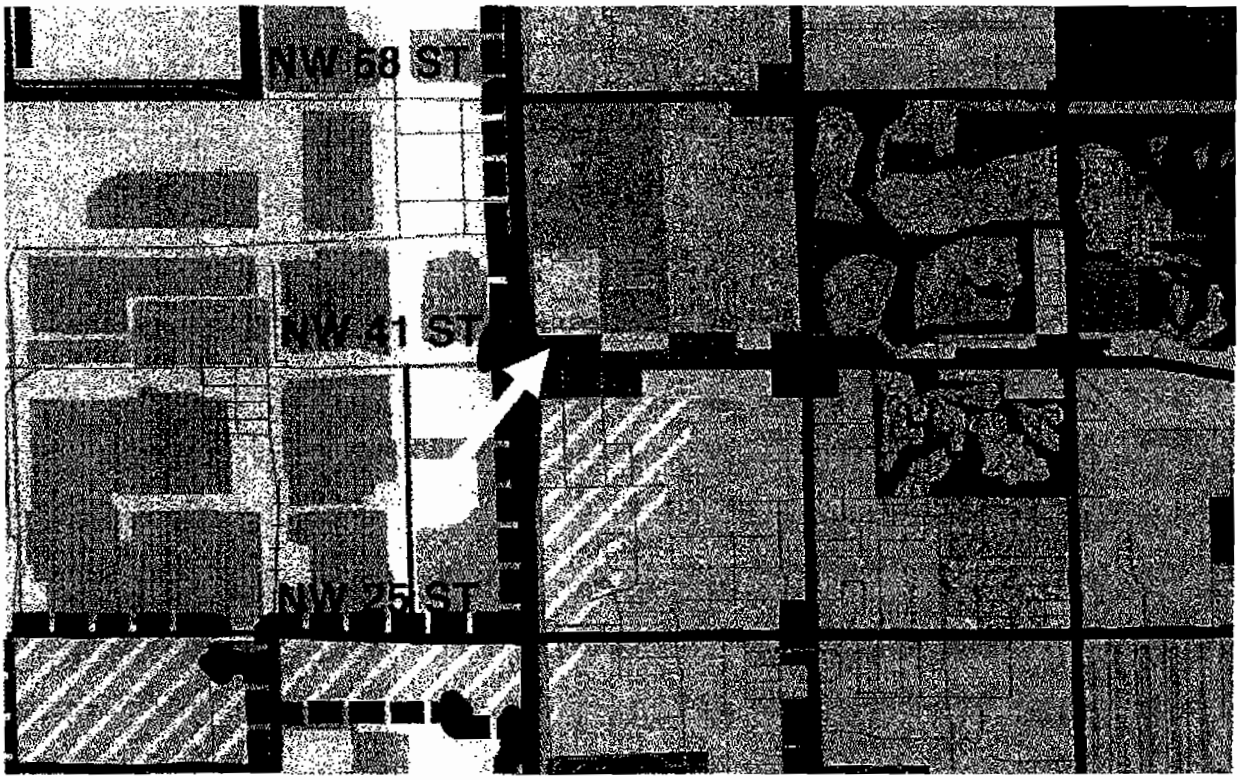
EXHIBIT 4A
GOOD FAITH ESTIMATE
ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Improvement	Start Date	Completion Date
MITIGATION	COMPLETE	COMPLETE
EARTHWORK	MAY 2007	OCT 2007
WASTE WATER SYSTEM	SEPT 2007	DEC 2007
WATER SUPPLY SYSTEM	SEPT 2007	DEC 2007
SURFACE WATER MANAGEMENT	SEPT 2007	DEC 2007
ROADS AND PAVING	NOV 2007	DEC 2007
OFFSITE IMPROVEMENTS	NOV 2007	DEC 2007
LANDSCAPING	SEPT 2008	OCT 2008
ENTRANCE FEATURES	SEPT 2008	OCT 2008

EXHIBIT 4B
GOOD FAITH ESTIMATE
CONSTRUCTION COSTS ESTIMATES
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT

Category	Cost Estimate
MITIGATION	$ 644,500
EARTHWORK	$ 544,500
WASTE WATER SYSTEM	$ 541,360
WATER SUPPLY SYSTEM	$ 613,750
SURFACE WATER MANAGEMENT	$ 693,750
ROADS AND PAVING	$ 900,750
OFFSITE IMPROVEMENTS	$ 579,500
LANDSCAPING	$ 564,500
ENTRANCE FEATURES	$ 509,500
TOTAL PROJECTED COSTS	**$ 5,592,110**

EXHIBIT 5
PUBLIC AND PRIVATE USE MAP
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT



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

RESIDENTIAL COMMUNITIES
- ESTATE DENSITY (EDR) 1-2.5 DU/AC
- LOW DENSITY (LDR) 2.5-6 DU/AC
- LOW-MEDIUM DENSITY (LMDR) 6-13 DU/AC
- MEDIUM DENSITY (MDR) 13-25 DU/AC
- MEDIUM-HIGH DENSITY (MHDR) 25-60 DU/AC
- HIGH DENSITY (HDR) 50-125 DU/AC OR MORE/GROSS AC
- ESTATE DENSITY W/ ONE DENSITY INCREASE (DI-1)
- LOW DENSITY W/ ONE DENSITY INCREASE (DI-1)
- LOW-MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
- MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
- TWO DENSITY INCREASE WITH URBAN DESIGN (DI-2)
- INDUSTRIAL AND OFFICE
- RESTRICTED INDUSTRIAL AND OFFICE
- BUSINESS AND OFFICE
- OFFICE/RESIDENTIAL
- INSTITUTIONS, UTILITIES, AND COMMUNICATIONS
- PARKS AND RECREATION
- AGRICULTURE
- OPEN LAND
- ENVIRONMENTAL PROTECTION
- ENVIRONMENTALLY PROTECTED PARKS
- TRANSPORTATION (ROW, RAIL, METRORAIL, ETC.)
- TERMINALS
- EXISTING RAPID TRANSIT
- FUTURE RAPID TRANSIT
- EXPRESSWAYS
- MAJOR ROADWAYS (3 OR MORE LANES)
- MINOR ROADWAYS (2 LANES)

ST

EXHIBIT 6

PEBBLEWALK VILLAGE
COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

March 9, 2007

Prepared by

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

(561) 630-4922-Tele
(561) 630-4923-Fax
(877) 737-4922-Toll Free

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 Pebblewalk Village Community Development District ("District"). The District comprises approximately 16.67 acres of land located in the incorporated area of the City of Doral, 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."

1.2 Overview of Pebblewalk Village 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/commercial development containing 364 residential dwelling units and 120,000 sq feet of commercial space 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 Pebblewalk Village Community Development District serves land that comprises of an estimated 364 residential units, and approximately 120,000 square feet of retail space. The estimated population of the residential portion of the District is 910+/-. The property owners in the District will be individuals or companies and they may own and/or operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District.

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.

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 Community Affairs which offsets such costs.

Miami-Dade County and the City of Doral

There will be only modest costs to the County and the City 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 and they have an agreement to review the petition for the City. 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.

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 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
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	O&M BY	OWNERSHIP BY
Mitigation	CDD	N/A	N/A
Earthwork	CDD	N/A	N/A
Waste Water System	CDD	WASA*	WASA*
Water Supply System	CDD	WASA*	WASA*
Surface Water Management	CDD	CDD	CDD
Roads and Paving	CDD	COUNTY	COUNTY
Offsite Improvements	CDD	COUNTY	COUNTY
Landscaping	CDD	CDD	CDD
Entrance Features	CDD	CDD	CDD

* WASA = Miami-Dade Water and Sewer Department

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 $5,592,110. 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.

Table 2
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Cost Estimate for District Facilities

Category	Cost Estimate
MITIGATION	$ 644,500
EARTHWORK	$ 544,500
WASTE WATER SYSTEM	$ 541,360
WATER SUPPLY SYSTEM	$ 613,750
SURFACE WATER MANAGEMENT	$ 693,750
ROADS AND PAVING	$ 900,750
OFFSITE IMPROVEMENTS	$ 579,500
LANDSCAPING	$ 564,500
ENTRANCE FEATURES	$ 509,500
TOTAL PROJECTED COSTS	**$ 5,592,110**

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 3
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
Estimated Construction Timetable For District Facilities

Improvement	Completion Date
MITIGATION	MARCH 2007
EARTHWORK	OCT 2007
WASTE WATER SYSTEM	DEC 2007
WATER SUPPLY SYSTEM	DEC 2007
SURFACE WATER MANAGEMENT	DEC 2007
ROADS AND PAVING	DEC 2007
OFFSITE IMPROVEMENTS	DEC 2007
LANDSCAPING	OCT 2008
ENTRANCE FEATURES	OCT 2008

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. Miami-Dade County has an estimated population in 2006 that is greater than 75,000; 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. The City of Doral was recently incorporated; therefore, there is no census data available.

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

REPORT	FL. STATUTE CITATION	DUE DATE
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

EXHIBIT 7
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
BOUNDARY MAP

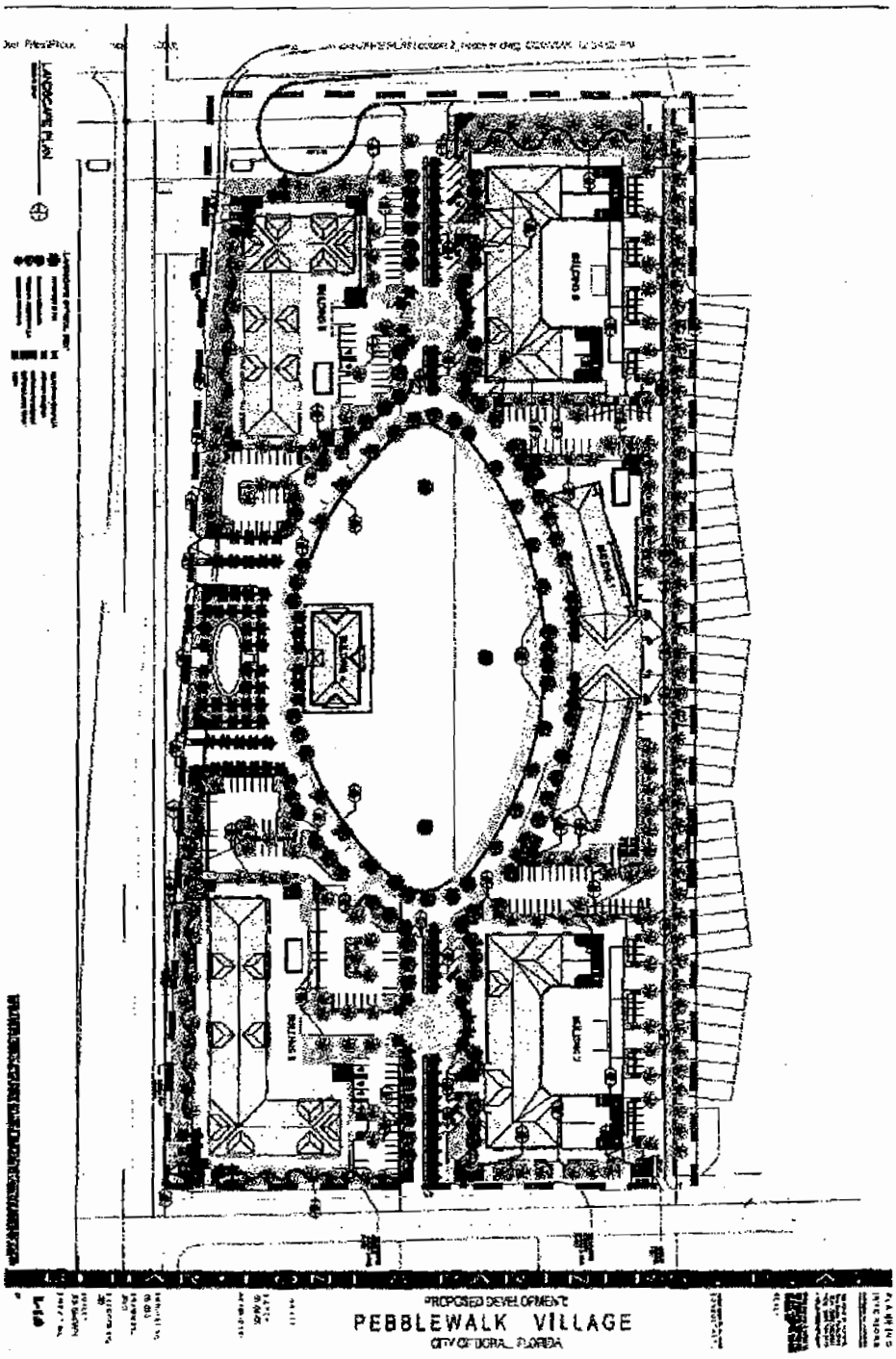


EXHIBIT 8
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
RESUMES OF PROPOSED SUPERVISORS

1. William F. Mueller
2. Allen D. Smith, Jr.
3. Genevieve Berlet Houston
4. Peter Adrian
5. Rudy Anez

EXHIBIT 9
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
PROPOSED CONSENT RESOLUTION FROM CITY OF DORAL

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA, EXPRESSING SUPPORT FOR THE CREATION OF THE PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT BY MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, Miami-Dade County, Florida (the "County") plans to hold pubic hearings to consider the adoption of an ordinance granting the petition of Adrian Development at Pebble Walk Partnership, LLLP (the "Petitioner") to establish the Pebblewalk Village Community Development District (the "District"), pursuant to the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and Section 1.01(A)(21) of the County's Home Rule Charter, for the lands described in Exhibit "A: attached hereto; and

WHEREAS, the County has indicated that it will not create the District without the support of the City of Doral (the "City"), because all of the lands to be included within the District are located within the City's boundaries; and

WHEREAS, the City finds that the proposed District will constitute a timely, effective, responsive and economic method of delivering community development services in the area, without overburdening the City's taxpayers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA THAT:

SECTION 1. RECITALS The recitals set forth above are hereby incorporated by reference into the body of this Resolution as if fully set forth herein.

SECTION 2. CITY SUPPORT The City hereby expresses its support for the creation of the District in accordance with the Petition of Adrian Development at Pebble Walk Partnership, LLLP.

SECTION 3. EFFECTIVE DATE This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2007.

ATTEST:

By: _____
Secretary

CITY OF DORAL
CITY COUNCIL

By: _____
Chairman

EXHIBIT 10
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
OPINION OF TITLE

OPINION OF TITLE

To: CITY OF DORAL and
MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to City of Doral, and Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described and/or petitions for special taxing districts and covenants, it is hereby certified that I have examined Owner's Policy, issued by Chicago Title Insurance Company, Policy No. 7210609-117759, with an effective date of June 27, 2005 at 4:16.25 P.M. and updates covering the period from the date of the Policy to August 30, 2007, at 11:00 P.M. inclusive, of the following described property:

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

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

ADRIAN DEVELOPMENT AT PEBBLE WALK PARTNERSHIP, LLLP, a Florida limited liability limited partnership.

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

Mortgage Deed and Security Agreement, executed by Adrian Development at Pebble Walk, LLLP., a Florida limited liability limited partnership, in favor of Ocean Bank, a Florida banking corporation, dated June 8, 2005, recorded June 27, 2005, in Official Records Book 23518 at Pages 152-167, securing the sum of $10,855,000.00, together with the following: Assignment of Leases, Rents and Profits, recorded June 27, 2005 in Official Records Book 23518 at Pages 171-178; UCC-1, Financing Statement, recorded June 27, 2005, in Official Records Book 23518 at Pages 168-170, Mortgage executed by Bahia Honda Real Estate Investments IV, L.L.C., a Florida limited liability company and Adrian Development at Pebble Walk Partnership, LLLP., a Florida limited liability limited partnership, dated July 3, 2006, recorded July 14, 2006, in Official Records Book 24719 at Pages 445-471, securing the sum of $13,495,000.00, and Mortgage Joinder and Spreader Agreement, dated August 10, 2006, recorded September 20, 2006, in Official Records Book 24926 at Page 4231, amended by Extension, Modification, and Ratification of Mortgage and Note Agreement, dated July 25, 2007, recorded August 2, 2007, in Official Records Book 25826 at Page 84 all of the Public Records of Miami-Dade County, Florida.

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

NONE

3. **GENERAL EXCEPTIONS:**

(a) All taxes for the year 2006 and subsequent years.

(b) Rights of persons other than the above owners who are in possession.

(c) Facts that would be disclosed upon accurate survey.

(d) Any unrecorded labor, mechanics' or materialmen's liens.

(e) Zoning and other restrictions imposed by governmental authority.

4. **SPECIAL EXCEPTIONS:**

See Attached EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, F LORIDA.

It is my opinion that the following party(ies) must join in the Agreement in order to make the Agreement a valid and binding covenant on the lands described herein.

Name	Interest	Special Exception Number
ADRIAN DEVELOPMENT AT PEBBLE WALK PARTNERSHIP, LLLP, A Florida limited liability limited Partnership	Owner	
OCEAN BANK	Mortgagee	

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 14th day of September, 2007.

HENRY A. LOPEZ-AGUIAR, ESQ.
Florida Bar Number: 224412
9415 Sunset Drive
Suite 119
Miami, Florida 33173
(305) 598-2208

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

The foregoing instrument was acknowledged before me this 14th day of September, 2007 by HENRY A. LOPEZ-AGUIAR, ESQ., who is personally known to me and who did not take an oath.

Notary Public, State of Florida at Large
My Commission Expires:
Commission Number:

REGINA DURANZA
MY COMMISSION EXPIRES
March 17, 2009
#DD 394058
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

SPECIAL EXCEPTIONS:

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17.

2. Reservations contained in Deed No. 16198-S-68, dated January 8, 1975, recorded January 8, 1975, recorded January 31, 1975, in Official Records Book 8896, Page 745 and Deed No. 2078, dated March 12, 1975, recorded April 15, 1975, in Official Records Book 8962 at Page 438.

3. Easement in favor of Miami-Dade County Water and Sewer Authority, dated February 6, 1980, recorded February 6, 1980, in Official Records Book 10654 at Page 1426.

4. Right of Way Deed to Dade County, conveying title for highway purposes, dated February 9, 1990, recorded February 22, 1990, in Official Records Book 14443 at Page 37.

5. Resolution No. R-125-90, dated February 20, 1990 and recorded February 22, 1990, in Official Records Book 14443 at Page 50.

6. Quit Claim Deed to State of Florida Department of Transportation by County, dated February 20, 1990 and recorded February 28, 1990, in Official Records Book 14443 at Page 75.

7. Right of Way Deed to Dade County, dated March 1, 1990, recorded April 4, 1990, in Official Records Book 14494 at Page 2518.

8. Resolution No. R-169-90, dated March 6, 1998, recorded April 4, 1990, in Official Records Book 14494 at Page 2524.

9. Certificate of Board of Trustees of the Internal Improvement Trust Fund, dated September 9, 1991, recorded September 26, 1991, in Official Records Book 15207 at Page 289.

10. Covenant Running with the Land in favor of Metropolitan Dade County, dated February 6, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3586.

11. Covenant Running with the Land, dated February 14, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3860.

12. Covenant Running with the Land in favor of Metropolitan Dade County, dated February 14, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3863.

13. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions dated July 18, 1997, recorded November 20, 1997, in Official Records Book 17876 at Page 2728.

14. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions recorded December 8, 1998, in Official Records Book 18377 at Page 3060.

15. Collateral Assignment of Development Documents and Covenants, executed by Adrian Development at Pebble Walk, LLLP, a Florida limited liability limited partnership, in favor of Ocean Bank, a Florida banking corporation, executed June 8, 2005 and recorded June 27, 2005, in Official Records Book 23518 at Pages 179-183.

16. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Adrian Development at Pebble Walk Partnership, LLLP, recorded October 30, 2006, in Official Records Book 25051 at Pages 3838-3869.

17. Declaration of Restrictions, recorded July 28, 2006, in Official Records Book 24764 at Pages 3274-3286.

18. Covenant Running with the Land of Adrian Development at Pebble Walk in favor of The Board of County Commissioners of Miami-Dade County, Florida, recorded August 18, 2006, in Official Records Book 24834 at Pages 1158-1163.

18. Easement in favor of Florida Power and Light, dated February 7, 2007, recorded February 22, 2007, in Official Records Book 25388, at Page 2583-2584, of the Public Records of Miami-Dade County, Florida.

19. Covenant Running with the Land in favor of Miami-Dade County, recorded August 9, 2007, in Official Records Book 25846 at Page 2958, of the Public Records of Miami-Dade-County, Florida

20. Environmental Resource Permit Notice, recorded August 6, 2007, in Official Records Book 25835 at Page 2234, of the Public Records of Miami-Dade-County, Florida

21. Notice of Commencement, recorded July 18, 2007, in Official Records Book 25785 at Page 4374 of the Public Records of Miami-Dade-County, Florida

22. Notice of Commencement, recorded June 7, 2007, in Official Records Book 25683 at Page 3535, of the Public Records of Miami-Dade-County, Florida

OPINION OF TITLE

To: CITY OF DORAL and
MIAMI-DADE COUNTY

With the understanding that this Opinion of Title is furnished to City of Doral, and Miami-Dade County, Florida, as an inducement for acceptance of a Declaration of Use/Unity of Title/Declaration of Restrictions/Development Agreement or compliance with Chapter 28, and as an inducement for acceptance of a proposed final subdivision plat covering the real property hereinafter described and/or petitions for special taxing districts and covenants, it is hereby certified that I have examined Owner's Policy, issued by Chicago Title Insurance Company, Policy No. 7210609-117759, with an effective date of June 27, 2005 at 4:16.25 P.M. and updates covering the period from the date of the Policy to May 30, 2007, at 11:00 P.M. inclusive, of the following described property:

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

I am of the opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

ADRIAN DEVELOPMENT AT PEBBLE WALK PARTNERSHIP, LLLP, a Florida limited liability limited partnership.

Subject to the following encumbrances, liens and other exceptions:

1. **RECORDED MORTGAGES:**

Mortgage Deed and Security Agreement, executed by Adrian Development at Pebble Walk, LLLP., a Florida limited liability limited partnership, in favor of Ocean Bank, a Florida banking corporation, dated June 8, 2005, recorded June 27, 2005, in Official Records Book 23518 at Pages 152-167, securing the sum of $10,855,000.00, together with the following: Assignment of Leases, Rents and Profits, recorded June 27, 2005 in Official Records Book 23518 at Pages 171-178; UCC-1, Financing Statement, recorded June 27, 2005, in Official Records Book 23518 at Pages 168-170, Mortgage executed by Bahia Honda Real Estate Investments IV, L.L.C., a Florida limited liability company and Adrian Development at Pebble Walk Partnership, LLLP., a Florida limited liability limited partnership, dated July 3, 2006, recorded July 14, 2006, in Official Records Book 24719 at Pages 445-471, securing the sum of $13,495,000.00, and Mortgage Joinder and Spreader Agreement, dated August 10, 2006, recorded September 20, 2006, in Official Records Book 24926 at Page 4231, all of the Public Records of Miami-Dade County, Florida.

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

NONE

3. **GENERAL EXCEPTIONS:**

(a) All taxes for the year 2006 and subsequent years.

(b) Rights of persons other than the above owners who are in possession.

(c) Facts that would be disclosed upon accurate survey.

(d) Any unrecorded labor, mechanics' or materialmen's liens.

(e) Zoning and other restrictions imposed by governmental authority.

4. **SPECIAL EXCEPTIONS:**

See Attached EXHIBIT B ATTACHED HERETO AND MADE A PART HEREOF

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, F LORIDA.

It is my opinion that the following party(ies) must join in the Agreement in order to make the Agreement a valid and binding covenant on the lands described herein.

Name	Interest	Special Exception Number
ADRIAN DEVELOPMENT AT PEBBLE WALK PARTNERSHIP, LLLP, A Florida limited liability limited Partnership	Owner	
OCEAN BANK	Mortgagee	

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 12th day of June, 2007.

HENRY A. LOPEZ AGUIAR, ESQ.
Florida Bar Number: 224412
9415 Sunset Drive
Suite 119
Miami, Florida 33173
(305) 598-2208

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

The foregoing instrument was acknowledged before me this 12th day of June, 2007 by HENRY A. LOPEZ-AGUIAR, ESQ., who is personally known to me and who did not take an oath.

REGINA DURANZA
MY COMMISSION EXPIRES
March 17, 2008
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public, State of Florida at Large
My Commission Expires:
Commission Number:

12

SPECIAL EXCEPTIONS:

1. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Florida Fruit Lands Company's Subdivision, as recorded in Plat Book 2, Page 17.

2. Reservations contained in Deed No. 16198-S-68, dated January 8, 1975, recorded January 8, 1975, recorded January 31, 1975, in Official Records Book 8896, Page 745 and Deed No. 2078, dated March 12, 1975, recorded April 15, 1975, in Official Records Book 8962 at Page 438.

3. Easement in favor of Miami-Dade County Water and Sewer Authority, dated February 6, 1980, recorded February 6, 1980, in Official Records Book 10654 at Page 1426.

4. Right of Way Deed to Dade County, conveying title for highway purposes, dated February 9, 1990, recorded February 22, 1990, in Official Records Book 14443 at Page 37.

5. Resolution No. R-125-90, dated February 20, 1990 and recorded February 22, 1990, in Official Records Book 14443 at Page 50.

6. Quit Claim Deed to State of Florida Department of Transportation by County, dated February 20, 1990 and recorded February 28, 1990, in Official Records Book 14443 at Page 75.

7. Right of Way Deed to Dade County, dated March 1, 1990, recorded April 4, 1990, in Official Records Book 14494 at Page 2518.

8. Resolution No. R-169-90, dated March 6, 1998, recorded April 4, 1990, in Official Records Book 14494 at Page 2524.

9. Certificate of Board of Trustees of the Internal Improvement Trust Fund, dated September 9, 1991, recorded September 26, 1991, in Official Records Book 15207 at Page 289.

10. Covenant Running with the Land in favor of Metropolitan Dade County, dated February 6, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3586.

11. Covenant Running with the Land, dated February 14, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3860.

12. Covenant Running with the Land in favor of Metropolitan Dade County, dated February 14, 1997, recorded March 26, 1997, in Official Records Book 17576 at Page 3863.

13. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions dated July 18, 1997, recorded November 20, 1997, in Official Records Book 17876 at Page 2728.

14. Covenants, conditions and restrictions pursuant to the Declaration of Restrictions recorded December 8, 1998, in Official Records Book 18377 at Page 3060.

15. Collateral Assignment of Development Documents and Covenants, executed by Adrian Development at Pebble Walk, LLLP, a Florida limited liability limited partnership, in favor of Ocean Bank, a Florida banking corporation, executed June 8, 2005 and recorded June 27, 2005, in Official Records Book 23518 at Pages 179-183.

16. Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and Adrian Development at Pebble Walk Partnership, LLLP, recorded October 30, 2006, in Official Records Book 25051 at Pages 3838-3869.

17. Declaration of Restrictions, recorded July 28, 2006, in Official Records Book 24764 at Pages 3274-3286.

18. Covenant Running with the Land of Adrian Development at Pebble Walk in favor of The Board of County Commissioners of Miami-Dade County, Florida, recorded August 18, 2006, in Official Records Book 24834 at Pages 1158-1163.

19. Easement in favor of Florida Power and Light, dated February 7, 2007, recorded February 22, 2007, in Official Records Book 25388, at Page 2583-2584, of the Public Records of Miami-Dade County, Florida.

EXHIBIT 11
PEBBLEWALK VILLAGE COMMUNITY DEVELMENT DISTRICT
JOINDER BY MORTGAGEE

See Attached executed Joinder

JOINDER AND CONSENT OF MORTGAGEE

Ocean Bank, being the mortgagee under that certain mortgage from [illegible] recorded in Official Records Book 23515 at Page 152 of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Declaration of Restrictive Covenants, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of:

OCEAN BANK, a Florida banking corporation, Mortgage Holder

By: Oscar Valdés
Name: OSCAR VALDES
Title: VICE PRESIDENT
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 9 day of Jan, 2007, by Oscar Valdes Vice Pres. of Ocean Bank, on behalf of the bank. He/she is personally known to me or has produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT 12
PEBBLEWALK VILLAGE COMMUNITY DEVELMENT DISTRICT
SURVEYORS CERTIFICATE OF LEGAL DESCRIPTION

See attached certified legal description (1page)

TENTATIVE PLAT OF
"PEBBLE WALK AT DORAL"

LEGAL DESCRIPTION:

Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run N01deg43min42secW, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41; thence run S89deg34min38secW, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41; thence run S01deg43min42secE, along the West line of the East 35.00 feet of said Tract 41, for a distance of 248.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91deg18min24sec, for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19; thence run S89deg34min42secW, along the North line of the South 55.00 feet of the Southwest 1/4 of said Section 19, for a distance of 4.48 feet to the Point of Curvature of a circular curve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03deg45min00sec, for an arc distance of 496.40 feet; thence run N86deg40min18secW, along a line tangent to the previous described curve, for a distance of 312.67 feet to the Point of Curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868.07 feet, through a central angle of 01deg25min18sec, for an arc distance of 195.23 feet; thence run N84deg58min08secW for a distance of 82.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 75.81 feet to the Point of intersection with the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19; thence run N89deg34min42secE, along the North line of the South 35.00 feet of the Southwest 1/4 of said Section 19, for a distance of 1158.30 feet to the point of beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South 1/2 of the South 1/2 of the Southwest 1/4 of the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida, also known as:

A portion of Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest 1/4 of Section 19, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at the Point of Intersection of the North line of said Tract 41 with the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest 1/4 of said Section 19, for a distance of 219.27 feet; thence run N84deg58min08secW for a distance of 90.63 feet to the Point of Intersection with the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19; thence run N01deg45min13secW, along the East line of the West 70.00 feet of the Southwest 1/4 of said Section 19, for a distance of 210.65 feet to the Point of Intersection with the North line of said Tract 41; thence run N89deg34min38secE, along the North line of said Tract 41, for a distance of 90.02 feet to the Point of Beginning.

AND:

Tract 42 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Dade County, Florida. LESS the East 35.00 feet thereof, for Right-of-Way purposes, recorded in O.R.B. 14590, Page 2003 and O.R.B. 14594, Page 2524, Public Records of Dade County, Florida.

SURVEYOR'S NOTES:

1) The above captioned Property was surveyed and described based on the above Legal Description furnished by Client.
2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
3) There may be additional Restrictions not shown on this survey that may be found in the Public Records of this County. Examination of ABSTRACT OF TITLE will have to be made to determine recorded instruments, if any affecting this property.
4) Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (61G17-6FAC), is "High Risk/Residential". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and Calculation of a closed geometric figure was found to exceed this requirement.
5) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6) Contact the appropriate authority prior to any design work on the herein-described parcel for Building and Zoning information.
7) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
8) Number of Tracts: 1 Tract
9) Public Water to be utilized.
10) Public Sewer to be utilized.
11) Zoning: BU-2
12) DEVELOPMENT CRITERIA: SEE DEVELOPMENT CRITERIA TABLE.
12a) Dade County Flood Criteria: 7.4' more or less.
13) AREA OF PROPERTY:
13a) Area = 714,806.05 Square Feet or 16.41 Acres more or less.
14) Ownership subjects to OPINION OF TITLE.
15) Type of Survey: Boundary Survey for purpose of TENTATIVE PLAT.
16) North arrow direction and Bearings shown hereon are based on: N89deg34min41secW along South line of the S.W. 1/4 of Section 19-53-40, and center line of N.W. 41st Street, in recorded Plat Book 2, at Page 17, Public Records of Dade County, Florida.
17) Unless otherwise noted, this Firm has not attempted to Locate footings and/or Foundations (underground).
18) The U.S. Department of FEDERAL EMERGENCY MANAGEMENT AGENCY, delineates the herein described land to be situated within Flood Zone: AH Base Flood Elevation= 7.00' AS PER
19) Community-Panel No. 120635 Map No. 160 J Date: July 17, 1995.
19) 00.0' Indicates Existing Elevation.
Elevations are referred to: National Geodetic Vertical Datum, 1929.
Bench Mark Used: H-024 AZ Elev.= 7.04'
19a) Bench Mark Location: 4.1' West of West Edge of Pavement of N.W. 117th Avenue and 0.8 mile North of N.W. 25th Street, 20.8' North of a Utility Pole.
20) Field Book: A-284,15-20 Order No.: 98S391-556/02E241-556

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the BOUNDARY SURVEY, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 61G17-6 Florida Administrative Code.

Ford, Armenteros & Manucy, Inc. LB 6557

Original Field Work Survey Date: October 22, 1998.
Revision 1: October 2, 2003 (Update).
Revision 2: January 4, 2005 (Revised Tract "B").
Revision 3: March 24, 2006 (Removed Tract "B").
Revision 4: May 15, 2008 (Update & City Comments).
Revision 5: October 6, 2008 (Update & Revised per Client's Comments).
Revision 6: October 10, 2008 (Adjust Propose Lake Location).

By: _____
Ricardo Rodriguez, P.S.M. for the Firm
Professional Surveyor and Mapper
State of Florida, Registration No. 5936

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This instrument was prepared by	
Name: Address:	_____ _____ _____
	(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the [insert name of the District] Community Development District (the "District") filed **March 9, 2007**, and approved pursuant to Ordinance No. _____ enacted by the Board on [insert month, day, and year] (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. COVENANTS.

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

1.2 **CDD and Purchase Contract Notices**1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF **$See Exhibit B**. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF **$See Exhibit B** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF **$See Exhibit B** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT

WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF **$See Exhibit B**. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF **$See Exhibit B** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF **$See Exhibit B** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS

PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____ _____

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

1.3 **Relief to Prospective Initial Purchaser for Owner Default.**

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

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

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

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

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar

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days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the

Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

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

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

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital

Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

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

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

the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

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

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

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such

actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments

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

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

1.5 **Additional Disclosure through District Sign**. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

PEBBLEWALK VILLAGE COMMUINITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE PEBBLEWALK VILLAGE COMMUINITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE PEBBLEWALK VILLAGE COMMUINITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN PEBBLEWALK VILLAGE COMMUINITY DEVELOPMENT DISTRICT. A PURCHASER OF PROPERTY IN PEBBLEWALK VILLAGE COMMUINITY 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 AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE PEBBLEWALK VILLAGE COMMUINITY 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 PEBBLEWALK VILLAGE COMMUINITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA, 33410 OR TOLL FREE AT (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 homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes

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

2. **BENEFITS AND ENFORCEMENT**

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

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

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

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

3. **COVENANT RUNNING WITH THE LAND**

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

4. **TERM**

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

5. **MODIFICATION, AMENDMENT, OR RELEASE**

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

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

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

6. ELECTION OF REMEDIES

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

7. SEVERABILITY

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

8. ACCEPTANCE OF DECLARATION

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 17th day of SEPTEMBER, 2007.

OWNER:
Adrian Development at
Pebble Walk Partnership, LLLP

By: Pedro Adrian
Signature:
Name: Pedro Adrian
Title: Chief Executive Officer

Owner's Address: 4000 Ponce de Leon Boulevard
Suite 770
Coral Gables, FL 33146

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Pedro J. Adrian, the CEO of Adrian Development at Pebble Walk this 13th day of Sept., 2007 who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at Large
Print Name: Patricia Alonso
My commission expires: 4/14/2010

PATRICIA ALONSO
Comm# DD0533179
Expires 4/14/2010
Bonded by (800)432-4254
Florida Notary Assn., Inc

Exhibit A
PEBBLEWALK VILLAGE COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

Tract 41 OF Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, less the West 160.00 feet, less the South 35.00 feet and less the following legal description, being more and particularly described as follows:

Begin at the point of intersection of the East line of said Tract 41 with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, thence run N01deg43min42secW, along the East line of said Tract 41, for a distance of 294.91 feet to the Northeast corner of said Tract 41, thence run S89deg34min36secW, along the North line of said Tract 41, for a distance of 35.01 feet to the point of intersection with the West line of the East 35.00 feet of said Tract 41, thence run S01deg43min42secE, along the West line of the East 35.00 feet of said Tract 41, for a distance of 249.33 feet to the point of curvature of a circular curve to the right; thence run Southwesterly, along the arc of said circular curve to the right, having a radius of 25.00 feet, through a central angle of 91deg18min24sec, for a distance of 39.84 feet to a point of tangency with the North line of the South 55.00 feet of the southwest ¼ of said Section 19; thence run S89deg34min42secW, along the North line of the South 55.00 feet of the Southwest ¼ of said Section 19, for a distance of 4.49 feet to the Point of Curvature of a circularcurve to the right; thence run Westerly, along the arc of said circular curve to the right, having a radius of 7584.44 feet, through a central angle of 03deg45min00sec, for an arc distance of 496.40 feet; thence run N86deg40min18secW, along a line tangent to the previous described curve, for a distance of 312.67 feet to the point of Curvature of a circular curve to the left; thence run Westerly, along the arc of said circular curve to the left; thence run Westerly, along the arc of said circular curve to the left, having a radius of 7868,07 feet, through a central angle of 01deg25min18sec, for an arc distance of 195.23 feet; thence run N64deg58min08secW for a distance of 89.93 feet to the point of intersection with the East line of the West 160.00 feet of the Southwest ¼ of said Section 19; thence run S01deg45min13secE, along the East line of the West 160.00 feet of the Southwest ¼ of said Section 19, for a distance of 75.61 feet to the Point of Intersection with the North line of the South 35.00 feet of the Southwest ¼ of said Section 19; thence run N89deg34min42secE, along the North line of the South 35.00 feet of the Southwest ¼ of said Section 19, for a distance of 1156.30 feet to the point of beginning.

AND

A portion of the East 90.00 feet of the West 160.00 feet to the South ½ of the south ½ of the Southwest ¼ of the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, also known as:

A portion of Tract 41 of Florida Fruit Lands Company's Subdivision No. 1, according to the Plat thereof, recorded in Plat Book 2, at Page 17, of the Public Records of Dade County, Florida, which lies within the Southwest ¼ of Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Begin at the Point of Intersection of the North line of said Tract 41 with the East line of the West 160.00 feet of the Southwest ¼ of said Section 19; thence run S01 deg45min13secE, along the East line of the West 160.00 feet of the Southwest ¼ of said Section 19, for a distance of 219.27 feet; thence run N84deg58min08secW for a distance of 90.63 feet to the Point of Intersection with the East line of the West 70.00 feet of the Southwest ¼ of said Section 19; thence run N01deg45min13secW, along the East line of the West 70.00 feet of the Southwest ¼ of said Section 19, for a distance of 210.65 feet to the Point of Intersection with the North line of Tract 41; thence run N89deg34min36secE, along the North line of said Tract 41, for a distance of 90.02 feet to the Point of Beginning.

AND

Tract 42 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, lying and being in Section 19, Township 53 South, Range 40 East, Miami-Dade County, Florida. LESS the East 35.00 feet thereof, for Right-of-Way purposes, Public Records of Miami-Dade County, Florida.

Folio Numbers:
Tract41-35-3019-001-0352
Tract 42-35-3019-001-0380

EXHIBIT B
PEBBLEWALK VILLAGE
CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Residential	$ 840	$ 156	$ 996

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Residential	$ 70	$ 13	$ 83

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Residential	$ 12,913	$ 25,200

_____ PURCHASERS INITIALS

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

_____ **PURCHASER'S INITIALS**

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

_____ **PURCHASER'S INITIALS**

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

_____ **PURCHASER'S INITIALS**

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

_____ **PURCHASER'S INITIALS**

3.2 **Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately $ see exhibit B (approximately $ see exhibit B per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital**

Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [insert term] is approximately $ See Exhibit B.

_____ **PURCHASER'S INITIALS**

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

_____ **PURCHASER'S INITIALS**

3.4 **District Administrative Assessments.** **In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately $ See Exhibit B 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 combined real property tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.**

_____ **PURCHASER'S INITIALS**

PURCHASER:

_____
Print Name: _____
Date: _____

PURCHASER:

_____
Print Name: _____
Date: _____

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

Memorandum

MIAMI-DADE COUNTY

Date:	(Public Hearing 11-06-07) October 16, 2007
To:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners
From:	George M. Burgess County Manager
Subject:	Ordinance Creating the Palm Isle at Doral Community Development District (Commission District No.12) **O#07-163**

Agenda Item No. 5(N)

Recommendation

It is recommended that the Board adopt the attached Ordinance creating the Palm Isle at Doral Community Development District (CDD) in the City of Doral, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Doral has approved the creation of the Palm Isle at Doral CDD by Resolution No. Z07-11.

Scope

This CDD is located within Commission District 12 and will provide funding for capital improvements as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

The creation of the Palm Isle at Doral Community Development District will have no fiscal impact to Miami-Dade County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with Miami-Dade County.

Track Record/Monitor

A special taxing district will be created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as Miami-Dade County determines to implement the district.

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

Background

Tract 33, LLC. (Tract 33), owner of the Palm Isle at Doral Development, (Palm Isle at Doral) has filed an application to create the Palm Isle at Doral CDD in connection with said development. Palm Isle at Doral is a proposed 9.9 acre residential development lying wholly within the City of Doral, in an area bounded by NW 112 Avenue on the east, theoretical NW 80 Street on the south, theoretical NW 114 Avenue on the west and NW 82 Street on the north. The CDD is designed to provide a financing mechanism for community infrastructure, facilities and services, along with certain ongoing operations and maintenance for the Palm Isle at Doral Development. The development plan for the lands within the proposed CDD include construction of 124 residential dwelling units with associated roadway, earthwork, storm drainage and water and sewer facilities estimated to cost approximately $3.565 Million. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Tract 33. In accordance with Florida Statute 190, Tract 33, LLC. has paid a filing fee of $15,000 to the County.

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

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

This development has private roads that are to be maintained by Homeowner Associations or the CDD. With the City's approval, a special taxing district will be created to maintain the development's infrastructure such as private roadways, private area storm drainage and landscape, should the CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing district will remain dormant until such time as the City of Doral requests Miami-Dade County to activate it.

Assistant County Manager

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 5(N)

Please note any items checked.

_____	"4-Day Rule" ("3-Day Rule" for committees) applicable if raised
_____	6 weeks required between first reading and public hearing
_____	4 weeks notification to municipal officials required prior to public hearing
_____	Decreases revenues or increases expenditures without balancing budget
_____	Budget required
_____	Statement of fiscal impact required
_____	Bid waiver requiring County Manager's written recommendation
_____	Ordinance creating a new board requires detailed County Manager's report for public hearing
√	Housekeeping item (no policy decision required)
_____	No committee review

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(N)
11-06-07

ORDINANCE NO. 07-163

ORDINANCE GRANTING PETITION OF TRACT 33, LLC, ("TRACT 33" OR "PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING PALM ISLE AT DORAL 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, Tract 33, LLC, ("Tract 33" or "Petitioner") has petitioned for the establishment of the Palm Isle at Doral 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, because the proposed District is located wholly within the municipal boundaries of the City of Doral, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Doral has consented to the creation of the District within the municipal boundaries subject to certain conditions that the petitioner shall have to satisfy; and the Board of County Commissioners desires to establish the District; and

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

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

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

Section 2. The Petition to establish the Palm Isle at Doral Community Development District over the real property described in Exhibit A attached hereto, which was filed by Tract

33, LLC, a Florida corporation, on March 7, 2007, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit B).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

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

Alberto J. Perez
Miguel Baena
Peter Baljet
Jorge L. Guerra, Jr.
Aldo Gonzalez

Section 5. The name of the District shall be the "Palm Isle at Doral Community Development District."

Section 6. The Palm Isle at Doral 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 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Palm Isle at Doral Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

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

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Palm Isle at Doral 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 10. All bonds issued by the Palm Isle at Doral Community Development District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the Palm Isle at Doral 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 12. Notwithstanding any power granted to the Palm Isle at Doral 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 13. Notwithstanding any power granted to the Palm Isle at Doral 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 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Palm Isle at Doral Community Development District, in connection with the petition submitted by Tract 33, LLC, and approved herein.

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

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

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

PASSED AND ADOPTED: **November 6, 2007**

Approved by County Attorney as
to form and legal sufficiency:

Gerald T. Heffernan

RESOLUTION Z07-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA SUPPORTING THE ESTABLISHMENT OF THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT; PROVIDING AN EFFECTIVE DATE

WHEREAS, Special District Services Inc., ("Applicant") has requested a resolution supporting the establishment of the Palm Isle at Doral Community Development District; and

WHEREAS, Applicant has requested the rights to exercise all powers provided for in Sections 190.06 and 190.41, Florida Statutes; and

WHEREAS, the areas which will be enforced by the District include earth work, waste water, water supply system, surface water management, roads, paving, and landscaping; and

WHEREAS, the proposed Community Development District will allow the Applicant to seek approval from the County to create the District for the construction and financing of public infrastructure required to service this project; and

WHEREAS, the City Council, after careful review and deliberation, and the recommendation of staff, determined that it is in the best interests of the citizens of the City of Doral to support the establishment of the Palm Isle at Doral Community Development District, subject to conditions;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Resolution upon adoption hereof.

Section 2. The City Council of the City of Doral hereby supports Applicant's application for the establishment of the Palm Isle at Doral Community Development District, subject to the following conditions:

1. The City of Doral will be named as a beneficiary in the Declaration of Restrictions proffered to Miami-Dade County.

2. The City of Doral will be allowed to appoint two of the five original members to the District.

3. The Community Development District documents shall specify that all site improvements shall be constructed to applicable Miami-Dade County and City of Doral, Public Work standards and procedures.

4. Any amendments or modifications to the petition on file with the City must be submitted for review and approval within 30 days of such changes.

5. All current names and contacts associated with the Community Development District and Declaration of Restrictions shall be submitted to the City of Doral Community Development Director, and kept up-to-date.

6. All proposed designs shall comply with all of the City of Doral guidelines, codes, ordinances and procedures.

7. This property shall be platted and recorded prior to any building permits being applied for. Final Plat must be approved by the City of Doral. Right-of-

way requirement and improvements must seek City of Doral Public Works approval.

8. If the Community Development District is approved by the County, within 45 days of such approval, Applicant shall meet with the City of Doral Planning and Zoning Department and the City of Doral Public Works Department and outline which roads, utility lines, and right-of-way improvements are to be dedicated and which ones are to be maintained by the Community Development District.

Section 3. This resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

WHEREAS, on June 27, 2007 a motion to approve the Resolution was offered by Councilman DiPietro, who moved its adoption. The motion was seconded by Councilwoman Ruiz and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Absent
Vice Mayor Peter Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Yes
Councilmember Robert Van Name	No

PASSED AND ADOPTED this 27th day of June, 2007.

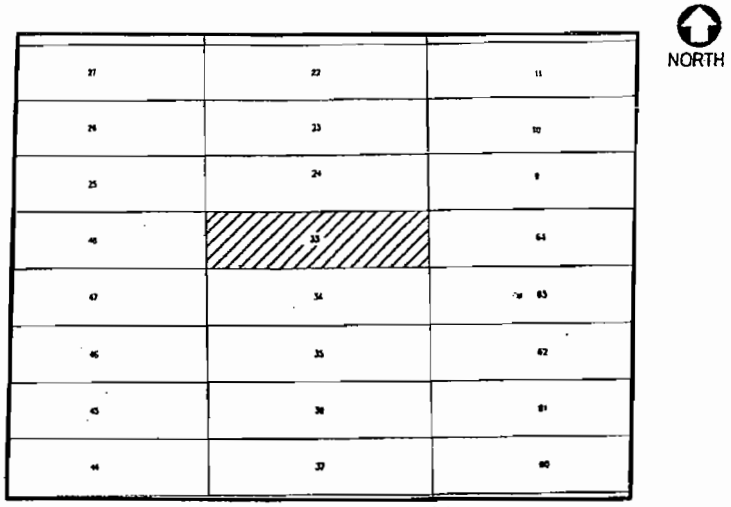
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:

JOHN J. HEARN, CITY ATTORNEY



LOCATION SKETCH
SCALE: N.T.S.

SURVEYOR'S NOTES:

1) The herein captioned Property was surveyed and described based on the shown Legal Description: Provided by Client.
2) This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
3) Accuracy:
The expected use of the land, as classified in the Minimum Technical Standards (61G17-6FAC), is "High Risk Residence". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
4) Foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown hereon.
5) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
6) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.
7) Underground utilities are not depicted hereon, contact the appropriate authority prior to any design work or construction on the property herein described. Surveyor shall be notified as to any deviation from utilities shown hereon.
8) AREA OF PROPERTY:
Gross Area =435.316 Sq. Ft. or 9.99 Acres +/-
Net Area =410.799 Sq. Ft. or 9.43 Acres +/-
9) Ownership subject to OPINION OF TITLE.
10) Type of Survey: Boundary Survey.
11) North arrow direction and bearings shown hereon are based on East Line of Sec.7-53-40 Township Map Miami Dade County Public Work Dpt. Section 11 Township 57 Range 38
12) Elevations are based on: National Geodetic Vertical Datum of 1929
13) Bench Mark Used: n-473 of Miami Dade County, Elev.= 5.35 (NGVD 1929)
14) Flood Zone: "AH"
FEMA Panel Number: 12025C-0160 J
Base Flood Elev.= 6.00
Date: MARCH 2, 1994

LEGAL DESCRIPTION:

Tract 33 of Florida Fruit Lands Company's Subdivision No.1 as Recorded in Plat Book 2 Page 17 in (Section 7 TS 53S R 40 E) Miami Dade County Florida.

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY. That the BOUNDARY SURVEY of the above captioned property was completed under my supervision and/or direction. To the best of my knowledge and belief; this survey meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to section 472.027 Florida Statutes.

Original Field Date: 07/06/2007

By:

Sergio Redondo P.S.M.
Professional Surveyor and Mapper
State of Florida, Registration No. 3162

LEGEND

P.C.=Point of Curvature
@ =Set 1/2" Iron PIN
(M)=Measured (P)=Plat

EXHIBIT A

14

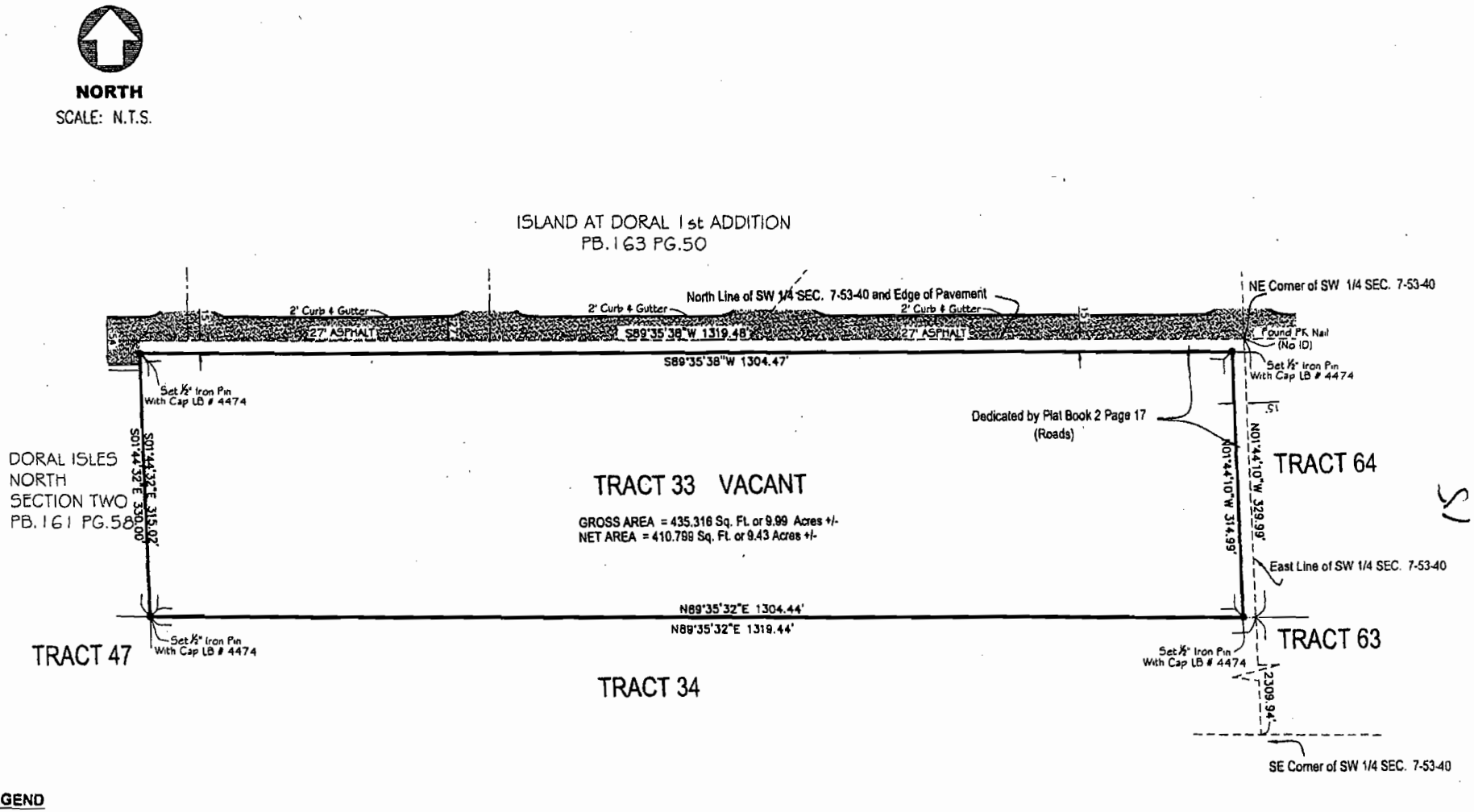

NORTH
SCALE: N.T.S.
ISLAND AT DORAL 1st ADDITION
PB. 163 PG.50
North Line of SW 1/4 SEC. 7-53-40 and Edge of Pavement
NE Corner of SW 1/4 SEC. 7-53-40
2' Curb & Gutter
27' ASPHALT
S89°35'38"W 1319.48'
S89°35'38"W 1304.47'
Found PK Nail (No ID)
Set ½" Iron Pin With Cap LB # 4474
Dedicated by Plat Book 2 Page 17 (Roads)
DORAL ISLES NORTH SECTION TWO PB. 161 PG. 58
S01°44'32"E 330.00'
S01°44'32"E 315.02'
TRACT 33 VACANT
GROSS AREA = 435,316 Sq. Ft. or 9.99 Acres +/-
NET AREA = 410,799 Sq. Ft. or 9.43 Acres +/-
N01°44'10"W 329.99'
N01°44'10"W 314.99'
TRACT 64
East Line of SW 1/4 SEC. 7-53-40
N89°35'32"E 1304.44'
N89°35'32"E 1319.44'
TRACT 47
TRACT 34
TRACT 63
2309.94'
SE Corner of SW 1/4 SEC. 7-53-40
LEGEND
P.C.=Point of Curvature
⊗=Set 1/2" Iron PIN
(M)=Measured (P)=Plat

EXHIBIT B

IN RE: **AN ORDINANCE TO ESTABLISH THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT**

PETITION

Petitioner, Tract 33, 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 incorporated area of the City of Doral, Miami-Dade County. Exhibit 1 depicts the general location of the project. The proposed District covers approximately 9.9 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 as Exhibit 3 and made a part hereof is the written consent to the establishment of the District by the Owner of the real property to be included in the District as stated in Exhibit "A" of Exhibit 3.

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

1.	Alberto J. Perez	323 Malaga Avenue, Goal Gables, Fl 33124
2.	Miguel Baena	1870 Coral Way, Coral Gables, Fl33134
3.	Peter Baljet	9300 S. Dadeland Blvd., #310, Miami, Fl
4.	Jorge L. Guerra Jr.	243 University Drive, Coral Gables, Fl 33134
5.	Aldo Gonzales	10691 N. Kendall Drive, Miami, Fl 33176

4. The proposed name of the District to be established is Palm Isle at Doral Community Development District ("PIDCDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on 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 will be developing the project as a residential community. The proposed uses for the land within the District are **124 residential dwelling units.** The proposed uses for the land included within the proposed District are in compliance with 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, but the Petitioner received a special exception increasing the density to medium. 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. Exhibit 8 is brief resumes of the proposed supervisors of the District.

11. Exhibit 9 is the proposed Resolution from the City of Doral to Miami-Dade County.

12. Exhibit 10 is an Opinion of Title required by Miami-Dade County.

13. Exhibit 11 is a Joinder by the Mortgagee on the property.

14. Exhibit 12 is Certificate of the legal description certified by the Surveyor.

15. 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(d), Florida Statutes, as amended.

16. The Petitioner is Tract 33, LLC whose address is 3750 N.W. 87th Avenue, #400, Miami, FL 33178.

17. 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 Palm Isle at Doral Community Development District and;

2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Palm Isle at Doral Community Development District.

Respectfully submitted this 1st day of March 2007

TRACT 33, LLC.

By: **Alberto J. Perez, Managing Member**
3750 N.W. 87th Avenue, #400
Miami, FL 33178

EXHIBIT 3

AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

STATE OF **FLORIDA**)
COUNTY OF **MIAMI-DADE**)

On this 1st day of March 2007, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Alberto J. Perez,** being duly sworn, deposes and says:

1. Affiant **Alberto J Perez**, an individual, is the Managing Member of **Tract 33, LLC.;**

2. **Tract 33, LLC.** is the Owner of the following described property, to wit: See Exhibit "A" attached hereto (the "Property")

3. Affiant, **Alberto J. Perez**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Limited Liability Company, including the Petition before the Board of County Commissioners of Miami-Dade County, and the City Commissioners of the City of Doral Florida, to enact an ordinance to establish the **Palm Isle at Doral Community Development District** (the "Proposed CDD").

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

5. Affiant, Alberto J. Perez, on behalf of Tract 33, 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.

Alberto J. Perez

Subscribed and sworn to before me this 1 day of March 2007, by Alberto J. Perez, who personally appeared before me and is personally known.

Notary: Marilyn Wellman
Print Name: Marilyn Wellman
Notary Public, State of Florida

MARILYN WELLMAN
Comm# DD0296061
Expires 6/26/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

EXHIBIT A

LEGAL DESCRIPTION
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Tract 33, in Section 7, Township 53 South, Range 40 East, of Florida Fruit Land Company's Subdivision No. I, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

JOINDER AND CONSENT OF MORTGAGEE

Ocean Bank, being the mortgagee under that certain mortgage from Tract 33, LLC recorded in Official Records Book 24422 at Page 2638 of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Declaration of Restrictive Covenants, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding upon the undersigned and its successors in title.

Signed, sealed and delivered in the presence of:

Maribel Mandujey
MARIBEL MANDUJEY

Concha M. Rodriguez
CONCHA M. RODRIGUEZ

By: Evelio Herrera
Name: Evelio Herrera
Title: Vice President
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this 9th day of March, 2007 by Evelio Herrera, as Vice-President of Ocean Bank, on behalf of the bank. He/she is personally known to me or has produced ——— (type of identification) as identification.

Concha M. Rodriguez
NOTARY PUBLIC, STATE OF FLORIDA
Concha M. Rodriguez
(Print, Type or Stamp Commissioned Name of Notary Public)

CONCHA M. RODRIGUEZ
MY COMMISSION # DD 395995
EXPIRES: February 14, 2009
Bonded Thru Notary Public Underwriters

CFN 2006R0781867
OR Bk 24738 Pgs 4020 - 4026; (7pgs)
RECORDED 07/20/2006 10:34:20
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument prepared by
and when recorded return to:

Kerri L. Barsh, Esq.
Greenberg Traurig, P.A.
1221 Brickell Avenue
Miami, Florida 33131

DECLARATION OF RESTRICTIONS
AND COVENANT RUNNING WITH THE LAND

WHEREAS, Tract 33, L.L.C., a Florida limited liability company (the "Owner"), holds fee-simple title to those certain 9.9± acres of real property located in the City of Doral, Miami-Dade County, Florida, that are legally described in Exhibit "A" to this Declaration (the 'Property");

WHEREAS, the Owner filed an application with the City of Doral under public hearing number 06-02-DOR-01 ("Application") requesting, among other things, a rezoning of the Property from GU to RU-3M and site plan approval to permit the development of the Property with 127 residential units consisting of 37 town homes and 90 garden-style condominium units (the "Project").

WHEREAS, the Owner desires to assist in the expansion of the roads within the City of Doral by installing a portion of right-of-way known as NW 114th Avenue located within Tract 33, as further described in Exhibit "A."

WHEREAS, the Owner desires to help mitigate the future public school needs generated by the 127 additional dwelling units proposed for the Property under the Application;

NOW, THEREFORE, to assure the City of Doral (the "City") that representations made to it during its consideration of the Application, will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Construction of Portion of NW 114th Avenue Within Tract 33** . The Owner hereby agrees that, should the City approve the Application, Owner shall construct, at its own cost and in accordance with Miami-Dade County standards, that portion of street right-of-way known as NW 114th Avenue, approximately 29,936 square feet located within Tract 33 of the FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1 ("Right-of-Way Improvements"), according to the Plat thereof as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, Florida (the FLORIDA FRUIT LANDS Plat).

2. **Performance Bond.** The Owner hereby agrees to post a performance bond, in a form acceptable to the City of Doral, in the amount of the Right-of-Way Improvements by no later than final plat approval.

3. **Commencement of Construction**. The Owner hereby agrees to commence the NW 114th Avenue right-of-way improvements upon: the completion of the 64th residential unit in the Project or the commencement of right-of-way construction of that portion of N.W. 114th Avenue located within Tract 34 of the FLORIDA FRUIT LANDS Plat (also commonly known as the Lemon Parcels), whichever occurs first. Nothing herein shall preclude the Owner and the City from agreeing to mutually acceptable terms and conditions under which the City would construct the Right-of-Way Improvements itself, which would automatically release Owner from the Right-of-Way Improvements obligations of Sections 1, 2, and 3 of this Agreement.

4. **Monetary School Contribution**. To help meet the future public schools needs generated by the additional 127 units proposed for the Property under the Application, the Owner, its successors and assigns agree to voluntarily contribute funds to the City in an amount equal to $100,000 (the "Contribution"), which funds shall be utilized for the City of Doral's charter schools or other similar educational purposes. The total Contribution shall be made in one (1) payment becoming due and payable, without demand, within thirty (30) days after the approval of the final plat for the Property or its equivalent.

The Owner, its successor and assigns acknowledge and agree that the Contribution shall not entitle the Owner or its successors and assigns to a credit against the amount of the educational facilities impact fees that will be assessed against the future development of the Property under Chapter 33K of the Miami-Dade County Code. To the extent that less than the requested 127 additional dwelling units are approved by the City Council, the amount of the Contribution shall be reduced on a pro rata basis, in an amount equal to $787.40 per unit. Nothing herein requires the City to construct a Charter School or shall be interpreted by any party as a commitment by the City to do so.

5. **Restricted Use.** The Owner agrees and acknowledges that the Property shall not be developed or used for apartment rental units; provided however, nothing herein shall prohibit Owner or individual Unit Owners from leasing their Units as authorized in the Property's Rules and Regulations.

6. **Miscellaneous.**

A. **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 Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force

and effect and be binding upon the undersigned Owner, and its heirs, successors, and assigns until such time as the same is modified or released, or until the recordation of the final plat for the Property. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare.

B. **Term**. This Declaration shall 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 that 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 Declaration in whole, or in part, provided that the Declaration has first been modified or released by the City.

C. **Modification Amendment, Release**. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded by the Owner, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner and its heirs, successors, and assigns until such time as the same is modified or released with the approval of the City. These restrictions, during their lifetime, shall be for the benefit of, and limitation upon, all present and future owners of the Property and for the public welfare; provided, however, upon payment of the Contribution, the City Manager, or his/her designee shall release Owner from its obligations in paragraph 4 of this Declaration by forthwith executing a written instrument in recordable form effectuating and acknowledging such release on behalf of the City.

D. **Enforcement**. Enforcement shall be by action against any parties or person violating, or attempting to violate any covenants. This enforcement provision shall be in addition to any other remedies available at law or in equity or both.

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

F. **Severability**. Invalidation of any one of these covenants, by judgment of Court, in no way shall affect any of the other provisions, which shall remain in full force and effect.

G. **Recording**. This Declaration shall be filed of record by the Owner in the public records of Miami-Dade County, Florida, with the cost to the Owner, and shall become effective following the adoption by the City Council of a resolution approving the Applications and the expiration of any applicable filing periods without an appeal of the Applications having been filed. Upon recordation, the Owner shall provide a copy of the recorded Declaration to the City.

Signed, sealed and acknowledged on this 17th day of July 2006.

WITNESSES

Signature

Printed Name

Signature

Printed Name

Tract 33, LLC, a Florida limited liability company

By: _____
Alberto J. Perez, Managing Member, Tract 33, LLC

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

The foregoing instrument was acknowledged before me this 17 day of July 2006, by Alberto J. Perez, as the Managing Member of Tract 33, LLC., a Florida limited liability company, on behalf of said limited liability company, for the purposes stated herein. He is (personally known to me) or has produced _____ as identification.

My Commission Expires: 6/26/08

Notary Public – State of Florida

Printed Name

MARILYN WELLMAN
Comm# DD0296061
Expires 6/26/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

GOOD FAITH ESTIMATE
CONSTRUCTION COSTS ESTIMATES
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

EARTHWORK	$ 1,150,000
WASTEWATER SYSTEM	$ 442,750
WATER SUPPLY SYSTEM	$ 373,750
SURFACE WATER MANAGEMENT	$ 218,500
ROADS AND PAVING	$ 460,000
LANDSCAPING	$ 460,000
ENTRANCE FEATURES	$ 460,000
TOTAL ESTIMATED PROJECT COSTS	**$ 3,565,000**

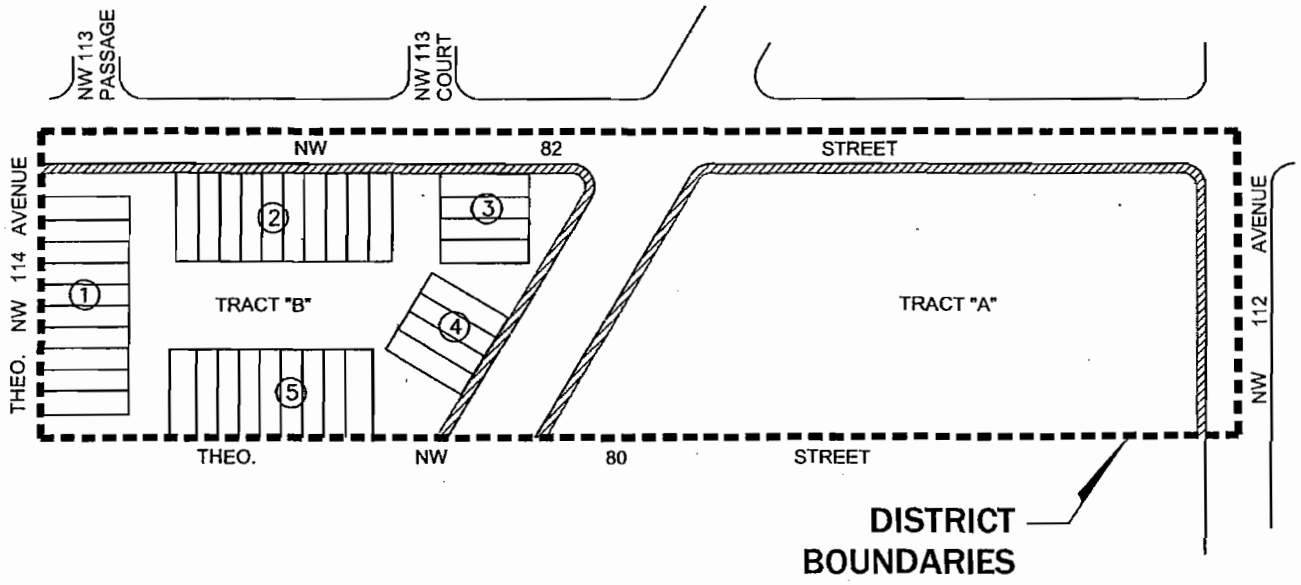
EXHIBIT 4A

GOOD FAITH ESTIMATE
ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IMPROVEMENT	START DATE	COMPLETION DATE
EARTHWORK	OCTOBER 2007	DECEMBER 2007
WASTEWATER SYSTEM	DECEMBER 2007	MARCH 2008
WATER SUPPLY SYSTEM	DECEMBER 2007	MARCH 2008
SURFACE WATER MGMT	DECEMBER 2007	MARCH 2008
ROADS AND PAVING	FEBRUARY 2008	MARCH 2008
LANDSCAPING	APRIL 2008	MAY 2008
ENTRANCE FEATURES	APRIL 2008	JUNE 2008

GOOD FAITH ESTIMATE
ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IMPROVEMENT	START DATE	COMPLETION DATE
EARTHWORK	JANUARY 2007	MARCH 2007
WASTEWATER SYSTEM	MARCH 2007	JUNE 2007
WATER SUPPLY SYSTEM	MARCH 2007	JUNE 2007
SURFACE WATER MGMT	MARCH 2007	JUNE 2007
ROADS AND PAVING	MAY 2007	JUNE 2007
LANDSCAPING	JULY 2007	AUGUST 2007
ENTRANCE FEATURES	JULY 2007	SEPTEMBER 2007



PALM ISLE AT DORAL

COMMUNITY DEVELOPMENT DISTRICT

N

L-1189 / M-542 (COMM. 0012)
SECTION: 7 - 53 - 40

31

EXHIBIT "C"

5/23/2007 10:55:02 AM, B. Carlton/ S. Ferrer

Alberto J. Pérez
President
AJP Ventures Corporation

Alberto J. Pérez is Founder and President of AJP Ventures Corporation, a Miami-based consulting firm concentrating on the acquisition, investment, and development of commercial and residential real estate.

Established in 2004, AJP Ventures Corporation is exclusive to three clients, Mas Group (Miami, FL), Akero Capital Fund (Miami, FL), and AJP Development Group (Miami, FL).

Mas Group.

Mas Group, a Miami-based private equity firm, specializes in the acquisition, investment and development of residential and commercial real estate.

Mas Group holds a reputation for preserving and renovating historic properties, such as Miami's Freedom Tower, and pioneering developments to substantially enhance the geography of the South Florida area. Well positioned to identify, pursue and carry out opportunities in markets of growth and stability, Mas Group has formed alliances with accomplished developers to create executions of successful condominium conversions and multi-unit developments from Fort Myers to Las Vegas to Phoenix to Miami.

Mas Group's current projects include "The Reserve: A Village in Doral", a 318 luxury town home development in Doral, FL and "Old Spanish Village at Ponce Circle Park", a mixed-use master plan development in downtown Coral Gables, FL. The sell out of these projects over the next 24 months is in excess of $676 million dollars.

Through their current developments, Mas Group shares a common vision to excellence and integrity which has propelled them to become leaders in cultivating rich quality of life communities for families and individuals. They are committed to the value of great design and high quality products to achieve an exceptional lifestyle within each project.

Principles of Mas Group include Jorge Mas Santos, Juan Carlos Mas, Jose Ramon Mas, and Alberto J. Pérez.

Akero Capital Fund.

Akero Capital Fund's ("ACF") purpose is to invest in opportunities geared towards the conversion of Class "A" and "B" type multiple dwelling units to condominium. ACF's strategy is to form alliances with experienced developers whom concentrate on stable and growing markets which cater to current renters, first and second time home

buyers, young professionals and senior buyers that are seeking to own a condominium at an affordable price.

ACF was founded and currently managed by members of Mas Group. Mas Group is a private equity firm specializing in the acquisition, investment, and development of residential and commercial real estate. With almost two decades worth of transactions and projects in both the private and public sectors, Mas Group is well positioned to identify, pursue, and execute opportunities in markets of growth and stability. Principals of Mas Group include Jorge Mas Santos, Juan Carlos Mas, Jose Ramon Mas, and Alberto J. Pérez.

Most recently, ACF has formed an alliance with Prestige Builders Group of Miami Lakes, FL to acquire and convert multiple dwelling units in Nevada and Arizona. Prestige Builders Group is currently the largest condominium converter in the State of Florida. In 2004, Prestige converted over 4,000 multiple dwelling units with revenue of $350 million. They were named the 15th largest Hispanic-owned company in America by Hispanic Magazine and they project revenue to hit $1 billion by 2006. The principals of Prestige Builders Group are Jose R. Boschetti and Martin Caparros, Jr.

The area of condominium conversion is one that is unique in the building industry and requires more than just knowledge of construction and marketing. It requires an array of experience and skills that most building companies don't possess. In today's marketplace where questions abound over the direction of the market and the "bubble" that may currently exist, we view this market as a hedge toward "new" residential and commercial construction where strong pricing is actually advantageous when targeting a mid-level entry point in the conversion market. With their seasoned leadership team, ACF and Prestige Builders Group possesses the management team that allows them to handle condo conversion projects in-house as well as a level of discernment and perception that allows them to see the potential of a project that others simply do not see.

AJP / DG (Alberto J. Pérez Development Group)

AJP Development Group (AJP/DG) specializes in creating and delivering quality residential communities throughout the Miami-Dade County area. By bringing together professionals with the ultimate commitment to the value of great design and product, AJP/DG is focused on satisfying the needs of the marketplace, as well as maintain and improve the growth and well being of the community in which it operates. AJP/DG current projects include Palm Isle at Doral, 124-unit town home and garden villas community in Doral, FL.

AJP Ventures Corporation handles and oversees the day-to-day operations for all of Mas Group's and AJP/DG developments and Akero Capital Fund's investments, and is in charge of all business development related issues for all three entities.

Alberto received his Bachelors of Arts in Marketing from Florida International University, and a Masters in Business Administration with a concentration in Finance from the Crummer School of Business (Rollins College). He currently serves as Senior Vice President of the ALS Recovery Fund, a non-profit organization committed to raising funds for public awareness and research for Lou Gehrig's Disease. He currently resides in Coral Gables, FL with his wife Kristi, and their one-month old son, Lucas Jose.

RESUME

Miguel Baena
1870 Coral Way, Coral Gables, Fl33134

Miguel E. Baena, is the President of South Pointe Construction & Development, Co., and has worked in the construction industry since 1985. As founder and President of South Pointe, Miguel E. Baena is responsible for planning, directing and managing all of the company's business activities. Specifically, he heads South Pointe's Development Consulting Service division and oversees each project undertaken from initial client negotiations to pre-construction activities through and including construction and post construction client servicing. Through South Pointe, Mr. Baena has built a variety of projects with an aggregate cost exceeding $25 Million. These have included luxury residences, multi-family and office buildings as well as retail centers, medical facilities and commercial interior build outs.

Mr Baena earned a Bachelor of Science in Construction Management from Florida International University (1990) and a Master's in Business Administration from Nova Southeastern University (1997) and is Florida licensed General Contractor and Real Estate Salesman. Mr. Baena began his construction career in with Concrete & Lumber Enterprises, Corp., a local high-rise formwork contractor, and since worked for Glen Construction Company of South Florida (1990-1992), Cogegar-Impresit U.S.A. (1992-1993), and Miller & Solomon General Contractors (1993-1995 & 2001-2004). He has held various positions including field labor, superintendent, project manager, estimator and division manager. In 1993, Mr. Baena founded South Pointe Construction & Development Co., and in 1995 he dedicated his full time attention to actively promote South Pointe. As a result of South Pointe's success, in 2001, the principals of Mr. Baena's former employer, Miller & Solomon, re-hired him to head the company's Special Projects Division and to serve as a member of the company's Executive Committee. As Director, he was responsible for marketing, negotiating and directing all of the division's projects with annual volumes in excess of $15 Million. During his tenure as Director of Special Projects for Miller & Solomon, Mr. Baena consistently exceeded the established benchmarks for product delivery and profitability.

Throughout his career Miguel E. Baena has been involved in over $500 Million of construction volume throughout South Florida. Some of the most notable projects worked on include Ocean Place Condominium, Grand Bay Residences, The Yorker Condominium, Kendall Park Plaza Retail Center, South Pointe Elementary School, Downtown Miami Federal Detention Center, Nova Southeastern University Medical Campus, Miami Dolphins Training Facility, Coral Baptist Church, Sole Condominium Hotel and Beach House Designed by Richard Meier.

RESUME

PETER PAUL BALJET
10331 S.W. 102nd Street
Miami, Florida 33176-3502

EDUCATION

AS OF: JANUARY 2007

UNIVERSITY OF MIAMI, Florida
B.S. Degree in Civil Engineering, June 1964
M.S. Degree in Civil Engineering, August 1969

DADE COUNTY METROPOLITAN POLICE INSTITUTE
Graduate – Basic Law Enforcement, 1978 – 1979
Reserve Police Officer / Miami-Dade Police Department-Badge No. 5198

PROFESSIONAL REGISTRATION

State of Florida Professional Engineer No. 10745
State of Alabama Professional Engineer No: 19402
Certified Indoor Environmentalist CIE-02053 (IAQA)
Certified Mold Remediator CMR-03146 (IAQA)
Certified Residential Mold Inspector CRMI-11940 (IESO)

PROFESSIONAL EXPERIENCE

- **BALJET ENVIRONMENTAL, INC.** **January 1985-Present**
  9300 South Dadeland Blvd., Suite 310, Miami, Florida 33156

  President: Indoor Air Quality, Civil and Environmental Engineering, Hazardous Waste Management.

- **LAND TECHNOLOGY GROUP, INC.** **October 1978 – January 1985**
  9990 S.W. 77 Avenue, Suite 401, Miami, Florida 33156

  Vice President: Civil and Environmental Engineering. Principal-in-charge of $9 million sewer system design and construction for the cities of Medley and Hialeah Gardens.

- **LUDOVICI & ORANGE CONSULTING ENGINEERS, INC.** **July 1975 – October 1978**
  329 Palermo Avenue, Coral Gables, Florida 33134

  Vice President: Principal-in-Charge of Civil and Environmental Engineering and Public Health Services. Represented the firm in all endeavors involving environmental matters, pollution control engineering, research programs and grants management. Responsible for environmental projects, waste treatment facilities, area-wide waste treatment programs, water and sewer systems, solid waste, air, etc. Prepared proposals for certain aspects of the Dade and Broward County area-wide waste treatment plans, and the waste treatment facility plan for Hillsborough County. Served as special environmental consultant to the Biscayne Bay Aquatic Preserve.

- **PAN AMERICAN HEALTH ORGANIZATION (WHO)** **July 1975**
  Rio de Janeiro, Brasil

Special Consultant to the government of Rio de Janeiro on water quality of Guanabara Bay and Rio Paraiba in connection with public water supply to Rio de Janeiro.

- FLORIDA DEPARTMENT OF POLLUTION CONTROL **September 1972 – June 1975**
  (Now: Florida Department of Environmental Protection)
  Montgomery Building, 2562 Executive Center Circle East, Tallahassee, Florida 32301

  Executive Director: Responsible to the Governor and the Pollution Control Board of the State of Florida for the development and management of the Florida State pollution control program. This involved the Administrative Management of the Department, the promulgation of rules and regulations, conduct of Public Hearings, coordination of environmental control programs with the Federal Government, other States and National Associations; Administration of Federal Grants-in-Aid for sewer collection and treatment programs, and special research programs of Environmental problem areas.

  Served as the Governor's representative at national environmental conferences and spearheaded the development of the Florida State pollution control program. Worked with the State Legislature and its committees concerning environmental problems and proposed environmental legislation.

- DADE COUNTY DEPARTMENT OF POLLUTION CONTROL **1970-September 1972**
  (Now: Dade County Department of Environmental Resources Management)
  33 S.W. 2nd Avenue, Miami, Florida 33130-1540

  Director: Responsible for assuring compliance with the Dade County Pollution Control Ordinance, Chapter 24, Dade County Code. In this position, was officially appointed as Agent of the Florida Department of Pollution Control and Agent of the Department of Health and Rehabilitative Services Rendered assistance to State and Federal agencies in the accomplishment of effective environmental control.

- DADE COUNTY HEALTH DEPARTMENT **March 1965 – October 1970**
  (Agency of the Florida Department of Health and Rehabilitative Services)
  1350 N.W. 14 Street, Miami, Florida 33125

  Director, Engineering Division: Started as a Staff Engineer in 1965, performed progressively more responsible assignments until promoted to Division Director.

  Responsible for assuring compliance with State and local environmental laws and codes. Advisor to local health officer on technical matters: Reviewed and approved engineering design drawings for water and sewer systems and water and sewer treatment plants. Performed field inspection of water and sewer projects under construction and existing water and sewage treatment plants.

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MILITARY SERVICE

U.S. ARMY RESERVE
- Colonel (RETIRED – SEP 2001)
- Special Forces/Airborne (Green Beret)
- Security Clearance: Top Secret/SBI
- Formerly with: United States Special Operations Command, McDill AFB, Florida and Headquarters, US Southern Command, Miami, Florida

MEMBERSHIPS

- AARP
- Indoor Air Quality Association
- U.S. Army Reserve Officers Association
- Police Benevolent Association
- United States Judo Association
- American Lung Association
- International Association of Mold Remediation Specialists
- Indoor Environmental Standards Organization
- American Indoor Air Quality Council
- American Industrial Hygiene Association

PAST PROFESSIONAL ACTIVITIES

EX OFFICIO MEMBER
- Federal-State Enforcement Conference (1970-1972) on the Pollution of Waters in Dade County, Florida

MEMBER
- Hearing Examiner, Dade County Code Enforcement Board
- Florida Coastal Coordination Council
- Florida Interagency Advisory Committee on Endangered Lands
- Florida, Governor Askew's Fuel Allocation and Conservation Council
- University of Florida, Center for governmental responsibility, Energy Committee Advisory Group
- President, Industry, Environmental Association of Dade County
- Chairman, Environmental Committee, Builders Association of South Florida
- University of Florida, Department of Environmental Engineering Visiting Committee
- Ad-Hoc Committee on Wastewater Reuse in South Florida
- Marine Council of Greater Miami
- Greater Miami Chamber of Commerce Environmental Quality Action Committee
- City of Miami Committee on Ecology and Beautification

- Dade County School Board Ecology Advisory Board Committee
- Dade County Extension Home Economics Advisory Committee (Agricultural Extension Service)
- U.S. Secretary of Agriculture Florida Rural Environmental conservation Program, Advisory Board
- Sea Grant Community Advisory Board
- Pesticide Disposal technical Advisory Committee on the Health Systems Agency of South Florida
- Florida Engineering Society, Committee on Environmental Quality
- Audubon Society, Board of Directors
- Police Reserve Officer (Regular Deputy Sheriff), Dade County Public Safety Department, Badge No. 5198
- Commissioner, Florida Motor Vehicle Emissions Study Commission
- Board Member Emeritus, Barry College Board of Governors
- Secretary, American Lung Association
- Chairman, National Air Conservation Commission

STAFF MEMBER
- Dade County Pollution Hearing Board
- Dade County Water and Sewer Board
- Dade County Planning and Zoning Advisory Board

REPORTS, PUBLICATIONS, AND STUDIES

- Baljet, P.P., "Reuse of Wastewater as an Additional Source of Water Supply to Everglades National Park, "Master's Thesis, August 1969
- Baljet, P.P., "Study of Air Pollution Episode over Dade County, Florida," 1972
- Winn, S., and Baljet, P.P., "Florida A State of Quiet," Inter-Noise Conference, Copenhagen, Denmark, August 1973
- Baljet, P.P., "Noise Survey of Fort Bliss, Texas, "U.S. Army, Fort Bliss, Texas, 1974
- Baljet, P.P., "Report on Review of Project Operations and Needs for the Paraiba River Basin Water Quality Data Evaluation, "World Health Organization, Rio de Janeiro, Brasil
- Baljet, P.P., "Environmental Study of Section 36-53-39," Dade County, Florida, 1976
- Baljet, P.P., "Study of Section 36-53-39 Development Impact on Groundwater Quality of the Three Square Mile Well Field," Dade County, Florida, 1976
- Baljet, P.P., Environmental Study of Aerojet Site II," Dade County, Florida, 1976
- Baljet, P.P., "Review of Air and Water Quality Control Programs of the Buckeye Cellulose Corporation, Perry, Florida," 1976

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- Baljet, P.P., "A Study of Ethylene Oxide Conditions in Central Medical Supply at Darnall Army Community Hospital, Ft. Hood, Texas," 1983

AWARDS AND COMMENDATIONS

- June 1971: South Florida Inter-Professional Council Award – "In recognition of his outstanding efforts to improve the quality of our community's air and water"
- 1971-72: South Miami Kendall Jaycees Award – Good Government
- 1972 Dade County Board of County Commissioners Commendation – "outstanding and tireless crusader for a cleaner environment"
- September 1972: Florida Water and Pollution Control Operators' Association Commendation
- 1974: Board of the Loxahatchee River Environmental Control District – Resolution of Appreciation
- June 1975: Department of Pollution Control Board Chairman's Commendation
- June 1975: Governor Askew's Commendation and Resolution of Appreciation
- October 1975: Florida Audubon Society – Special Award
- 1975: Sun Coast Girl Scout Council – Appreciation Award
- 1976: Board of Directors, Dade-Monroe Lung Association – resolution of Appreciation
- 1979: Dade County Public Safety Department – Outstanding Contributions as Class Leader
- 1980 – 1981: Builders Association of South Florida – Outstanding Service as Chairman, Water and Sewer Task Force
- 1982: Board of the American Lung Association of Dade-Monroe – Resolution of Appreciation for two year term as President
- 1983: Board of the American Lung Association of Dade-Monroe – Resolutions of Appreciation for Outstanding Service and Contributions
- 1983: U.S. Army Commendation Medal
- 1983: Joint Service Achievement Medal (Desert Storm)

Awards and Commendations (continued....)

- 1984: Board of Directors of the Industry-Environmental Association of Dade County – Recognition of Outstanding Service as President 1982-1984
- 1991: Board of Directors, American Lung Association of Florida Resolution: Outstanding Job as President
- 1994: Defense Meritorious Service Medal (US Special Operations Command)
- 1996: Key to City of Jacksonville, Florida, from Mayor Thomas L. Hazouri
- 2001: Legion of Merit Medal
- 2002: U.S. Army Southern Command Appreciation Award

LANGUAGES

FLUENT:

- Dutch, English
- FAIR
- Spanish, German, French

HOBBIES

- Photography, Athletics, Swimming
- Judo – Third Degree Black Belt
- International Open Water Diver – PADI # 82239386

PETER P. BALJET, P.E.

AS OF: JANUARY 2007

President
Baljet Environmental, Inc. (1985)

Registrations
Florida Professional Engineer
Alabama Professional Engineer
CIE, CMR, CRMI

SUMMARY OF PREVIOUS PROFESSIONAL ACTIVITIES

Executive Director, Florida Department of Pollution Control (NOW: FDEP)
Director, Dade County Department of Pollution Control (NOW: DERM)
Director, Engineering Division, Dade County Health Department
Commissioner, Florida Motor Vehicle Emissions Study Commission
Member, Dade County Environmental Task Force
Dade County Code Enforcement Hearing Officer
Chairman, National Air Conservation Commission
Secretary, American Lung Association, National Board of Directors
Colonel (R), United States Army, Special Forces (Green Berets)

AREAS OF PROFICIENCY

Indoor Air Quality/Air Pollution Control / Mold Assessment
Contamination Assessment and Remediation
Site Audits Phase I, II
Hazardous Waste Management
Storage Tank Management
Water Quality Engineering / Industrial Wastewater Treatment
Civil Engineering
Government Liaison
Expert Witness

Summary of Experience

More than 36 years of multidisciplinary experience in environmental engineering and environmental management including the development of national, state and local environmental laws and policies; private sector investigations: project management and governmental liaison. Active interaction with many governmental agencies including United States Environmental Protection Agency, United States Army Corps of Engineers, United States Public Health Service, World Health Organization, Florida Department of Environmental Protection and Dade County Department of Environmental Resources Management.

Key Projects

Project Director, Remediation of the Gold Coast Oil Superfund Site. Oversight of all aspects of the CERCLA Remedial investigation and feasibility study including contamination assessment, selection of remedial actions, Hazardous Waste disposal and site operations. Governmental liaison at all regulatory levels.

Project Consultant, Private Parties, Development of long term air pollution control programs; Mold studies and remediation oversight and compliance monitoring programs for indoor / ambient air pollution sources.

Project Director, Environmental Services to Dade County Aviation Department. Direction of multiple and concurrent projects including feasibility studies for contaminated soil remediation, oversight of site remediation, dredge and fill, site assessment, environmental audits, ground water investigation, waste characterization and hazardous waste disposal.

Project Director, Private Party Direction of RCRA investigation and site remediation including the closure of hazardous waste storage tank system, site assessment and remediation.

Project Director, Private Party Direction of NPDES compliance program including feasibility study, design and retrofitting of large-scale commercial industrial facilities.

Jorge L. Guerra Jr. Biography

Jorge L. Guerra Jr. is no stranger to the world of real estate. As one of Latin Builders Association's youngest executive directors, Guerra has a strong background in real estate sales, marketing and construction with over 8 years of experience.

A graduate of Miami's Christopher Columbus High School, Jorge studied at Florida International University and Barry University, and completed specialized training at the Gold Coast School of Real Estate and the Contractor School of Florida. At an early age of 22, Guerra was the youngest state-certified general contractor to receive his license in the state of Florida.

After working for two years at the family drywall business, Guerra expanded his real estate horizons as Sales and Marketing Director at Savannah Builders. In 2000, Jorge became Century Homebuilder's, one of the largest developers in the country, salesperson for their Doral area communities. This is where he twice won the firm's quarterly sales awards and was crowned "King of Real Estate" in 2002 for twice establishing a one-day sales record of 550 homes sold. .

Today, Guerra is a licensed broker with his own realty company, Real Estate Sales Force. In a short time, Mr. Guerra has successfully sold over 150 units in the South Florida area and has over 350 units listed on his pipeline for this year, showing a promising future for this fast growing company.

To date, Guerra has won several prestigious awards; Builders Association of South Florida (BASF) "Best Broker of the Year" Platinum Award in 2006, named a finalist as Best Broker of the Year in South Florida Business Journal's 2006 Up & Comers and most recently accepted Latin Builder's Association (LBA) "Real Estate Company of the Year" 2006 on behalf of his company Real Estate Sales Force.

"I finally found my niche market, providing turn-key sales and marketing solutions for new comer developers. I love the positive reactions I get from clients after I sell out their development way before the sales office open's to the public".

His community work involvement includes: Young Leaders Making A Difference, Next in Line Advisory Board, and Habitat for Humanity. Jorge loves fishing, boating, salsa dancing and poker, but mostly enjoys spending time with his friends and family.

Among Jorge's Proudest moments was when ***" I was invited to the White House to speak with the President of the United States about small business tax incentives."***

ALDO P. GONZALEZ, P. E.

Mr. Aldo P. Gonzalez, P.E. has more than 25 years of experience in general civil engineering for site development and municipal projects. He is the Founder and President of **Aldo P. Gonzalez & Associates, Inc.** His duties include direction of the firm; acting as professional engineer in charge, project management, engineering design and the direction of associates, subconsultants, engineers and technicians. He is proficient in all local and state regulations and approval processes.

Before founding the firm of **Aldo P. Gonzalez & Associates, Inc.**, Mr. Gonzalez was engaged as a Project Manager with CAS engineering, Inc. of Miami, Florida. Before joining that firm, Mr. Gonzalez was Project Engineer at Wolfberg/Alvarez and Partners, Inc. and at Post, Buckley, Schuh and Jernigan, Inc. in Miami, Florida. Before that, Mr. Gonzalez worked as Project Engineer at Sanco Engineering, Inc. in Houston, Texas.

At those firms Mr. Gonzalez was responsible for aspects of infrastructure engineering including water distribution systems and sanitary sewage collection and transmission, storm drainage systems, lake excavation, airport design and the engineering of roadways and parking lots.

Mr. Gonzalez was responsible for the management of three Professional Service Agreements (PSA) contracts, which CAS had with Miami-Dade County. These PSAs totaled $3,000,000 in engineering fees and resulted in approximately $45,000,000 in construction costs. His duties included preparing responses to requests for proposals, attaining work orders, project management, attending project meetings; project scheduling and estimating percentage complete status for invoicing.

While engaged at Wolfberg/Alvarez and Partners, Mr. Gonzalez was project civil engineer for the Miami Jewish Home and Hospital for the Aged in Miami, Florida. His work also included engineering for renovations and expansions for the United States Army, C. L. Burpee, US Army Reserve Center, in Jacksonville, Florida. Additionally he participated in a Hurricane Assessment Study and Preparedness Project for Holy Cross Hospital in Broward County, Florida.

ALDO P. GONZALEZ & ASSOCIATES, INC.

GENERAL CONSULTING & CIVIL ENGINEERING

EXPERIENCE HISTORY

6/96 to Present:	Aldo P. Gonzalez & Associates, Inc. 10691 North Kendall Drive Suite 309 Miami, Florida 33176 (305) 596-7331 Title: President
2/94 to 9/97:	CAS engineering, Inc. 8201 Coral Way, Miami, Florida 33155 (305) 262-5151 Title: Project Manager
2/91 to 2/94:	Wolfberg/Alvarez and Partners 5960 SW 57th Avenue Miami, Florida 33143 (305) 666-5474 Title: Project Engineer
1/90 to 12/91:	Attended Florida International University
12/85 to 3/90:	Post, Buckley, Schuh and Jernigan, Inc. One North Krome Avenue Homestead, Florida 33030 (305) 248-4750 Title: Project Engineer
7/83 to 12/85	Sanco Engineering, Inc. 15618 Silver Ridge Drive, Houston, Texas 77090 (713) 537-2385 Title: Project Engineer
1/79 to 7/83	Worked at numerous engineering firms in Miami, Florida & Houston, Texas Title: Contract Engineering Designer

PROFESSIONAL REGISTRATION

Registered Professional Engineer - State of Florida, 1995, License No.: PE 0049450

EDUCATION

BS, Civil Engineering, Florida International University, 1991

PROFESSIONAL AFFILIATIONS

National Society of Professional Engineers
American Society of Civil Engineers
American Water Works Association
Florida Engineering Society
Asociacion de Ingenieros Cubanos

PETITION BY

TRACT 33, LLC

FOR THE PASSING OF

AN
ORDINANCE

TO ESTABLISH THE

PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IN

THE CITY OF DORAL
MIAMI-DADE COUNTY, FLORIDA

MARCH 7, 2007

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PALM ISLE AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

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Exhibit 4B	Construction Costs Estimates	
Exhibit 5	Public Private Uses Map	
Exhibit 6	Statement of Regulatory Costs	8 pages
Exhibit 7	District Boundaries Map	
Exhibit 8	Resumes of Proposed Supervisors	14 pages
Exhibit 9	Proposed Consent Resolution from City of Doral	
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Exhibit 11	Joinder and Consent of Mortgagee	
Exhibit 12	Surveyors Certificate of Legal Description	

B. PROPOSED COVENANT

Exhibit A	Legal Description
Exhibit B	CDD Notice

PETITION FOR ORDINANCE

PALM ISLE AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

MARCH 7, 2007

Prepared by

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

561-630-4922 – Tele
877-737-4922 – Toll Free
561-630-4923 – Fax

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IN RE: **AN ORDINANCE TO ESTABLISH THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT**)

PETITION

Petitioner, Tract 33, 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 incorporated area of the City of Doral, Miami-Dade County. Exhibit 1 depicts the general location of the project. The proposed District covers approximately 9.9 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 as Exhibit 3 and made a part hereof is the written consent to the establishment of the District by the Owner of the real property to be included in the District as stated in Exhibit "A" of Exhibit 3.

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

1.	Alberto J. Perez	323 Malaga Avenue, Goal Gables, Fl 33124
2.	Miguel Baena	1870 Coral Way, Coral Gables, Fl33134
3.	Peter Baljet	9300 S. Dadeland Blvd., #310, Miami, Fl
4.	Jorge L. Guerra Jr.	243 University Drive, Coral Gables, Fl 33134
5.	Aldo Gonzales	10691 N. Kendall Drive, Miami, Fl 33176

The City of Doral will reserve the right to name two (2) members to the initial Board in lieu of two (2) persons named to this initial Board.

4. The proposed name of the District to be established is Palm Isle at Doral Community Development District ("PIDCDD").

5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on 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.

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7. Petitioner will be developing the project as a residential community. The proposed uses for the land within the District are **124 residential dwelling units.** The proposed uses for the land included within the proposed District are in compliance with 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, but the Petitioner received a special exception increasing the density to medium. 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. Exhibit 8 is brief resumes of the proposed supervisors of the District.

11. Exhibit 9 is the proposed Resolution from the City of Doral to Miami-Dade County.

12. Exhibit 10 is an Opinion of Title required by Miami-Dade County.

13. Exhibit 11 is a Joinder by the Mortgagee on the property.

14. Exhibit 12 is Certificate of the legal description certified by the Surveyor.

15. 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(d), Florida Statutes, as amended.

16. The Petitioner is Tract 33, LLC whose address is 3750 N.W. 87th Avenue, #400, Miami, FL 33178.

17. The City of Doral reserves the right to name two (2) board members to the initial Board in lieu of two persons named to the initial board.

18. 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.

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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 Palm Isle at Doral Community Development District and;

2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Palm Isle at Doral Community Development District.

Respectfully submitted this _____ day of_____2007

TRACT 33, LLC.

_____

By: **Alberto J. Perez, Managing Member**
3750 N.W. 87th Avenue, #400
Miami, FL 33178

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EXHIBITS
PALM ISLE AT DORAL 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
Exhibit 5	Public & Private Uses Map
Exhibit 6	Statement of Estimated Regulatory Costs
Exhibit 7	District Boundaries Map
Exhibit 8	Resume's of Proposed Supervisors
Exhibit 9	Proposed Consent Resolution from City of Doral
Exhibit 10	Opinion of Title
Exhibit 11	Joinder and Consent of Mortgagee
Exhibit 12	Surveyors Certificate of Legal Description

EXHIBIT 1

GENERAL LOCATION OF THE PROJECT
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT



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EXHIBIT 2

LEGAL DESCRIPTION
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Tract 33, in Section 7, Township 53 South, Range 40 East, of Florida Fruit Land Company's Subdivision No. I, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

FOR CERTIFICATION, SEE EXHIBIT 12

EXHIBIT 3

AFFIDAVIT OF OWNERSHIP AND CONSENT TO THE CREATION OF THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

STATE OF **FLORIDA**)
COUNTY OF **MIAMI-DADE)**

On this _____ day of _____ 2007, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, **Alberto J. Perez,** being duly sworn, deposes and says:

1. Affiant **Alberto J Perez**, an individual, is the Managing Member of **Tract 33, LLC.;**

2. **Tract 33, LLC.** is the Owner of the following described property, to wit: See Exhibit "A" attached hereto (the "Property")

3. Affiant, **Alberto J. Perez**, hereby represents that he has full authority to execute all documents and instruments on behalf of the Limited Liability Company, including the Petition before the Board of County Commissioners of Miami-Dade County, and the City Commissioners of the City of Doral Florida, to enact an ordinance to establish the **Palm Isle at Doral Community Development District** (the "Proposed CDD").

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

5. Affiant, Alberto J. Perez, on behalf of Tract 33, 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.

_____
Alberto J. Perez

Subscribed and sworn to before me this _____ day of_____2007, by _____, who personally appeared before me and is personally known.

Notary: _____
Print Name: _____
Notary Public, State of Florida

EXHIBIT A

LEGAL DESCRIPTION
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

Tract 33, in Section 7, Township 53 South, Range 40 East, of Florida Fruit Land Company's Subdivision No. I, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

EXHIBIT 4A

GOOD FAITH ESTIMATE
ESTIMATED INFRASTRUCTURE CONSTRUCTION TIME TABLE
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

IMPROVEMENT	START DATE	COMPLETION DATE
EARTHWORK	OCTOBER 2007	DECEMBER 2007
WASTEWATER SYSTEM	DECEMBER 2007	MARCH 2008
WATER SUPPLY SYSTEM	DECEMBER 2007	MARCH 2008
SURFACE WATER MGMT	DECEMBER 2007	MARCH 2008
ROADS AND PAVING	FEBRUARY 2008	MARCH 2008
LANDSCAPING	APRIL 2008	MAY 2008
ENTRANCE FEATURES	APRIL 2008	JUNE 2008

EXHIBIT 4B

GOOD FAITH ESTIMATE
CONSTRUCTION COSTS ESTIMATES
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

EARTHWORK	$ 1,150,000
WASTEWATER SYSTEM	$ 442,750
WATER SUPPLY SYSTEM	$ 373,750
SURFACE WATER MANAGEMENT	$ 218,500
ROADS AND PAVING	$ 460,000
LANDSCAPING	$ 460,000
ENTRANCE FEATURES	$ 460,000
TOTAL ESTIMATED PROJECT COSTS	**$ 3,565,000**

EXHIBIT 5

PUBLIC AND PRIVATE USE MAP
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT



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

RESIDENTIAL COMMUNITIES

- ESTATE DENSITY (EDR) 1-2.5 DU/AC
- LOW DENSITY (LDR) 2.5-6 DU/AC
- LOW-MEDIUM DENSITY (LMDR) 6-13 DU/AC
- MEDIUM DENSITY (MDR) 13-25 DU/AC
- MEDIUM-HIGH DENSITY (MHDR) 25-60 DU/AC
- HIGH DENSITY (HDR) 50-125 DU/AC OR MORE/GROSS AC
- ESTATE DENSITY W/ ONE DENSITY INCREASE (DI-1)
- LOW DENSITY W/ ONE DENSITY INCREASE (DI-1)
- LOW-MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
- MEDIUM DENSITY W/ ONE DENSITY INCREASE (DI-1)
- TWO DENSITY INCREASE WITH URBAN DESIGN (DI-2)
- INDUSTRIAL AND OFFICE
- RESTRICTED INDUSTRIAL AND OFFICE
- BUSINESS AND OFFICE
- OFFICE/RESIDENTIAL
- INSTITUTIONS, UTILITIES, AND COMMUNICATIONS
- PARKS AND RECREATION
- AGRICULTURE
- OPEN LAND
- ENVIRONMENTAL PROTECTION
- ENVIRONMENTALLY PROTECTED PARKS
- TRANSPORTATION (ROW, RAIL, METRORAIL, ETC.)
- TERMINALS
- ● EXISTING RAPID TRANSIT
- C FUTURE RAPID TRANSIT
- EXPRESSWAYS
- MAJOR ROADWAYS (3 OR MORE LANES)
- MINOR ROADWAYS (2 LANES)

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EXHIBIT 6

PALM ISLE AT DORAL
COMMUNITY DEVELOPMENT DISTRICT

Statement of Estimated Regulatory Costs

MARCH 7, 2007

Prepared by

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

561-630-4922-Telephone
877-737-4922-Toll Free
561-630-4923-Fax

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 Palm Isle at Doral Community Development District ("District"). The District comprises approximately **9.9** acres of land located in the incorporated City of Doral, 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 Palm Isle at Doral 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 **124** 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 Palm Isle at Doral Community Development District serves land that comprises a 9.9 acre residential development to be made up of 124 residential homes. The estimated population of the residential portion of the District is 310+-. The property owners in the District may be individuals that will reside in the District and may own, work in or operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District

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.

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 Community Affairs which offsets such costs.

Miami-Dade County and the City of Doral

There will be only modest costs to the County and the City 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 and they have an agreement to review the petition for the City. 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.

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 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
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	O&M BY	OWNERSHIP BY
Earthwork	CDD	N/A	N/A
Waste Water System	CDD	WASA*	WASA*
Water Supply System	CDD	WASA*	WASA*
Surface Water Management	CDD	CDD	CDD
Roads and Paving	CDD	CDD/CITY	CDD/CITY
Landscaping	CDD	CDD	CDD
Entrance Features	CDD	CDD	CDD

*WASA = Water and Sewer Authority of 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 $3,565,000. 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.

Table 2
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT
Cost Estimate for District Facilities

Category	Cost Estimates
Earthwork	$1,150,000
Waste Water System	$442,750
Water Supply System	$373,750
Surface Water Management	$218,500
Roads and Paving	$460,000
Landscaping	$460,000
Entrance Features	$460,000
Total	**$ 3,565,000**

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 3
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT
Estimated Construction Timetable For District Facilities

Category	Completion Date
Earthwork	December 2007
Waste Water System	March 2008
Water Supply System	March 2008
Surface Water Management	March 2008
Roads & Paving	March 2008
Landscaping	May 2008
Entrance Features	June 2008

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. Miami-Dade County has an estimated population in 2006 that is greater than 75,000 and the population of the City of Doral as of 2006 was 29,685 which is greater that 10,000 therefore the County and the City are not defined as a *"small" County or City* according to Section 120.52, F.S, and there will accordingly be no impact on the County or City 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.

****

07

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DUE DATE
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

EXHIBIT 7

DISTRICT BOUNDARIES MAP
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

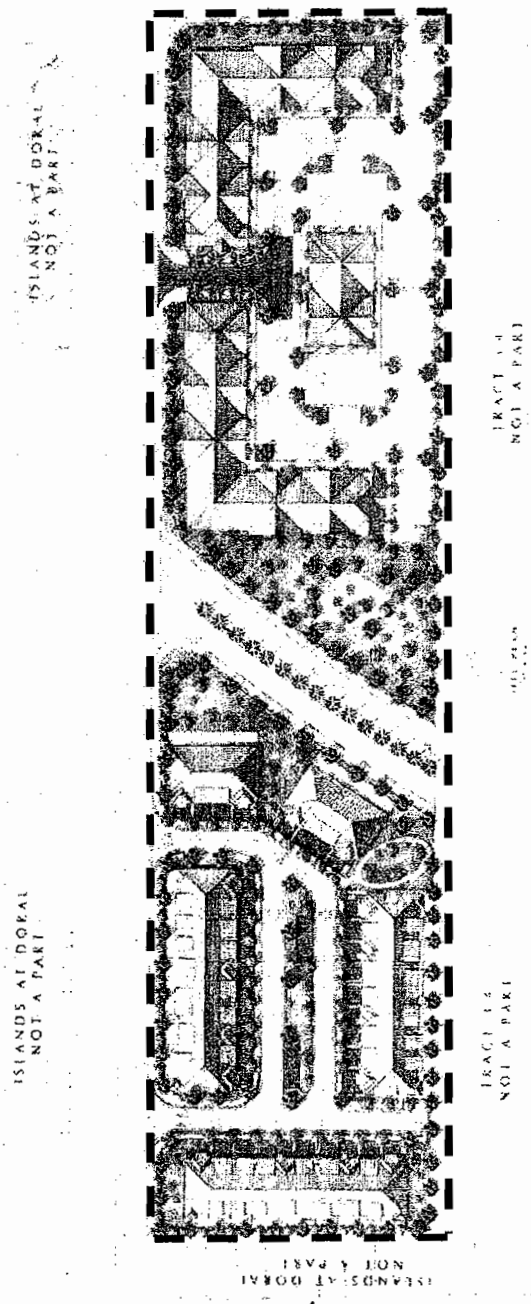

EXHIBIT 8

RESUME'S OF PROPOSED SUPERVISORS
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

1. Alberto J. Perez
2. Miguel Baena
3. Peter Baljet
4. Jorge L. Guerra, Jr.
5. Aldo P. Gonzalez

See following fourteen (14) pages for complete resumes

EXHIBIT 9

PROPOSED CONSENT RESOLUTION FROM CITY OF DORAL
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, MIAMI-DADE COUNTY FLORIDA, EXPRESSING SUPPORT FOR THE CREATION OF THE PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT BY MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, Miami-Dade County, Florida (the "County") plans to hold pubic hearings to consider the adoption of an ordinance granting the petition of Tract 33, LLC (the "Petitioner") to establish the Palm Isle at Doral Community Development District (the "District"), pursuant to the provisions of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended and Section 1.01(A)(21) of the County's Home Rule Charter, for the lands described in Exhibit "A: attached hereto; and

WHEREAS, Miami-Dade County, Florida (the County) has indicated that it will not create the District without the support of the City of Doral, (the "City"), because all of the lands to be included within the District are located within the City's boundaries; and

WHEREAS, the City finds that the proposed District will constitute a timely, effective, responsive and economic method of delivering community development services in the area, without overburdening the City's taxpayers.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DORAL THAT:

SECTION 1. RECITALS The recitals set forth above are hereby incorporated by reference into the body of this Resolution as if fully set forth herein.

SECTION 2. CITY SUPPORT The City hereby expresses its support for the creation of the District in accordance with the Petition of Tract 33, LLC.

SECTION 3. EFFECTIVE DATE This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this _____ day of _____, 2007.

ATTEST:

By: _____
Secretary

CITY OF DORAL
CITY COUNCIL

By: _____
Chairman

EXHIBIT 10

OPINION OF TITLE
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

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. _____ (the "Commitment") together with certified computer search covering the period from the effective date of the Commitment through _____at _____ (the "Search"), inclusive of the following described real property:

(Insert Legal Description Here)

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:

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. Zonning and other restrictions imposed by governmental authority

SPECIAL EXCEPTIONS:

1. Real estate and assessments for the year _____ and subsequent years.
2. Covenants, restrictions and conditions recorded _____, in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida.
3. Agreement for Water & Sewer services filed of recorded _____, in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida.
4. Mortgages from _____ to _____, dated _____ and recorded on _____, under Clerk's File No. _____

in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida.

5. U.C.C.1 Financial Statement in favor of _____recorded _____, under Clerk's File No. _____ in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida.
6. Assignment of Leases, Rents and Profits, dated _____ and recorded on _____, under Clerk's File No. _____ in Official Records Book _____ at Page _____ 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 _____day of _____, 200__

_____
Name
Florida Bar No._____
Address

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledge before me this ___day of ____, 200__, by _____, who is personally known to me or has produce _____as identification.

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

_____
Notary Public
Print Name

My Commission Expires:

EXHIBIT 11

JOINDER AND CONSENT OF MORTGAGEE
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

_____, being the mortgagee under that certain mortgage from _____ recorded in Official Records Book _____ at Page _____ of the Public Records of Miami-Dade County, Florida, covering all or a portion of the property described in the foregoing Declaration of Restrictive Covenants, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding on the undersigned as successors to the owner in title.

Signed, sealed and delivered in the presence of:

_____

_____

By: _____
Name: _____
Title: _____
(CORPORATE SEAL)

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

The foregoing instrument was acknowledged before me this ____ day of_____, 2007, by _____ _____, of_____, on behalf of the bank. He/she is personally known to me or has produced _____ (type of identification) as identification.

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT 12
PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT
SURVEYORS CERTIFICATION

See attached certification-2pages

This instrument was prepared by:	
Name: Address:	
	(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Palm Isle at Doral Community Development District (the "District") filed March 7, 2007, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. **COVENANTS**

1.1 Public Records Notice of Existence of District

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

1.2 CDD and Purchase Contract Notices

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $ **See Exhibit B** THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF **See *E*xhibit B** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF **See Exhibit B** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE

CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $**See Exhibit B**. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $ **See Exhibit B** IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $**See Exhibit B** FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL

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

PURCHASER'S INITIALS: _____ _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

1.3.1.3 Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital

Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

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

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

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

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A *[LATE NOTICE* or *EXTENDED LATE NOTICE]* UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]*. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE

REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS *[LATE NOTICE* or *EXTENDED LATE NOTICE]* DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

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

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

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

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

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

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if

paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual

Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

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

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments

including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign

Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

PALM ISLE AT DORAL COMMUNITY DEVELOPMENT DISTRICT

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

CENTER, 2501A BURNS ROAD, PALM BEACH GARDENS, FL 33410, OR TOLL FREE AT (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 homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. **BENEFITS AND ENFORCEMENT**

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

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. **COVENANT RUNNING WITH THE LAND**

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

4. **TERM**

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

5. **MODIFICATION, AMENDMENT, OR RELEASE**

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

including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

6. **ELECTION OF REMEDIES**

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

7. **SEVERABILITY**

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

8. **ACCEPTANCE OF DECLARATION**

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 1st day of March, 2007.

OWNER:
Tract 33, LLC

By: **Alberto J. Perez**
Managing Member

Signature: _____
Name: Alberto J. Perez
Title: Managing Member

Owner's Address: **3750 N.W. 87th Avenue, #400, Miami, FL 33178**

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Alberto J. Perez, the Managing Member of Tract 33, LLC, this 1 day of March, 2007 who is personally known to me or who produced _____ as identification.

MARILYN WELLMAN
Comm# DD0296081
Expires 6/26/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Notary Public, State of Florida at Large
Print Name: Marilyn Wellman
My commission expires: 6/26/08

Exhibit A

LEGAL DESCRIPTION

Tract 33, in Section 7, Township 53 South, Range 40 East, of Florida Fruit Land Company's Subdivision No. I, according to the Plat thereof, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida.

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhomes	$1,289.00	$524.00	$1,813.00
Multifamily	$1,049.00	$524.00	$1,573.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhomes	$44.00	0	$107.00
Multifamily	$44.00	0	$87.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhomes	$19,261.00	$38,668.00
Multifamily	$15,667.00	$31,471.00

____ ____ PURCHASERS INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **See Exhibit B** (see exhibit B per month), which sum shall be payable annually for the term of the Bonds (the

principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [insert term] is approximately **see exhibit B**.

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

PURCHASER:

_____

Print Name: _____

Date: _____

PURCHASER:

_____

Print Name: _____

Date: _____

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 7(A)

(Second Reading 11-06-07)

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

DATE: September 4, 2007

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

SUBJECT: Ordinance repealing Section 2-11.17 of the Code relating to residency requirements for Miami-Dade employees

O#07-164

The accompanying ordinance was prepared and placed on the agenda at the request of Commissioner Natacha Seijas, Commissioner Jose "Pepe" Diaz, Commissioner Audrey M. Edmonson, Commissioner Sally A. Heyman and Commissioner Katy Sorenson.

R. A. Cuevas, Jr.
County Attorney

RAC/bw

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

Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2007

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

From: George M. Burgess
County Manager

Subject: Ordinance Repealing Residency Requirements for Miami-Dade County Employees

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The proposed ordinance to repeal Section 2-11.17 of the Code of Miami-Dade County relating to residency requirements for County employees will have no fiscal impact on Miami-Dade County. However, the implementation of this ordinance, if approved by the Board of County Commissioners, will have a positive operational impact to Miami-Dade County. It will increase the number of competitive applicants for County jobs and thereby reduce the current high vacancy ratios throughout County departments.

Corinne Brody, Interim Director
Human Resources

fis03607

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 7(A)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(A)

11-06-07

ORDINANCE NO. 07-164

ORDINANCE REPEALING SECTION 2-11.17 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA RELATING TO RESIDENCY REQUIREMENTS FOR MIAMI-DADE COUNTY EMPLOYEES; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

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

Section 1. Section 2-11.17 of the Code of Miami-Dade County, Florida, as amended by Ordinance No. 05-88, is hereby repealed in its entirety:[1]

Sec. 2-11.17. [[~~Residency condition for new employees.~~]] >>Reserved<<

[[~~1. As of the effective date of this section, no person shall be newly employed by Miami-Dade County or any of its authorities, agencies or instrumentalities unless resident in Miami-Dade County or unless prepared to sign a covenant that he or she will move to Miami-Dade County within fifteen (15) months of employment by the County.~~

~~2. All employees of Miami-Dade County hired after the effective date of this section shall maintain their domicile and principal place of residence within the corporate limits of Miami-Dade County during the period of their employment with Miami-Dade County.~~

~~3. Any employee of Miami-Dade County hired after the effective date of this section that does not at all times during such employment maintain his or her domicile and principal place of residence in Miami-Dade County may be dismissed from County service. Newly hired employees who fail to establish residence in Miami-Dade County within fifteen (15) months, will not be eligible to request a residency waiver.~~

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

~~4. This provision shall not be construed to deprive any employee of rights provided by a collective bargaining agreement.~~

~~5. The County Manager is authorized to waive the residency requirements for humanitarian reasons. Humanitarian reasons, include, but are not limited to, events that may lead to serious disruption to an employee's family care arrangement, or an immediate family member's health care, special educational or therapeutically dependent care needs.~~

~~6. Quarterly, the County Manager shall submit to the County Commission a list of waivers granted and the reasons for said waivers.~~

~~7. The Building Department is authorized to hire plans examiners and building inspectors in all trades who reside in Broward County. New employees in these job classifications will not be required to move to Miami-Dade County.~~

~~8. The Aviation Department is authorized to hire non Miami-Dade County residents to work only at the Dade Collier Training and Transition Airport (TNT).~~

~~9. All sworn classifications within the Corrections & Rehabilitation Department, Miami-Dade Fire Department and Miami-Dade Police Department will be exempt from the residency requirement.~~]]

Section 2. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 3. 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: **November 6, 2007**

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

William X. Candela

Sponsored by Commissioner Natacha Seijas,
Commissioner Jose "Pepe" Diaz,
Commissioner Audrey M. Edmonson,
Commissioner Sally A. Heyman and
Commissioner Katy Sorenson

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 7(B)

(Second Reading 11-06-07)

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

DATE: September 4, 2007

FROM: Abigail Price-Williams
Acting County Attorney

SUBJECT: Ordinance relating to Office of Inspector General

O#07-165

The accompanying ordinance was prepared and placed on the agenda at the request of Chairman Bruno A. Barreiro.

Abigail Price-Williams
Acting County Attorney

APW/bw

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2007

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

From: George M. Burgess
County Manager

Subject: Ordinance relating to Office of Inspector General

The ordinance relating to Office of Inspector General will not have a fiscal impact to Miami-Dade County.

Assistant County Manager

fis03507

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 7(B)

Please note any items checked.

_____ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

_____ 6 weeks required between first reading and public hearing

_____ 4 weeks notification to municipal officials required prior to public hearing

_____ Decreases revenues or increases expenditures without balancing budget

_____ Budget required

_____ Statement of fiscal impact required

_____ Bid waiver requiring County Manager's written recommendation

_____ Ordinance creating a new board requires detailed County Manager's report for public hearing

_____ Housekeeping item (no policy decision required)

_____ No committee review

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(B)

11-06-07

ORDINANCE NO. 07-165

ORDINANCE RELATING TO OFFICE OF INSPECTOR GENERAL; AMENDING SECTION 2-1076(j) OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, TO CLARIFY THAT CURRENT INSPECTOR GENERAL HAS BEEN DULY APPOINTED AND HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 2-1076; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, on March 1, 2005, this Board passed Ordinance No. 05-51, relating to the Office of Inspector General, which has been codified in Section 2-1076 of the Code of Miami-Dade County, Florida; and

WHEREAS, section 2-1076(j) provided for the retention of the current Inspector General, who was at the time and currently is Christopher R. Mazzella, subject to the execution and approval of a contract for a four-year term; and

WHEREAS, on December 20, 2005, this Board, pursuant to paragraph 2-1076(j), passed a resolution approving a contract for the retention of Christopher R. Mazzella as Inspector General for a four-year term; and

WHEREAS, a lawsuit has been filed alleging that Christopher R. Mazzella was not appointed in accordance with the provisions of Section 2-1076 or the Board's intent; and

WHEREAS, this Board wishes to make clear that Christopher R. Mazzella was properly appointed on December 20, 2005, and to remove any possible doubt or confusion about the Board's intent,

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

Section 1. Section 2-1076(j) of the Code of Miami-Dade County, Florida, is hereby amended to read as follows:[1]

Sec. 2-1076. Office of the Inspector General.

* * *

(j) [[~~*Effective Term.*~~]]>>*Retention of current Inspector General.* Notwithstanding any provision to the contrary, t<<[[~~T~~]]he incumbent Inspector General >>, Christopher R. Mazzella,<< shall||~~, subject to the execution and approval of a contract of employment as provided in subsection (c), commence~~]] >>serve<< a four-year term of office [[~~upon the effective date of this ordinance~~]]>>commencing on December 20, 2005, as provided in the Memorandum of Understanding approved by Resolution No. R-1394-05, and shall not be subject to the appointment process provided for in Section 2-1076(b)(2)<<.

Section 2. 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 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

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[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

Section 4. 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: **November 6, 2007**

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

Prepared by: Lfc.

Lee Kraftchick

Sponsored by Chairman Bruno A. Barreiro

AMENDED

RESOLUTION / ORDINANCE #

07-166

AGENDA ITEM

7C

MEETING DATE

November 6, 2007

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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM

Agenda Item No. 7(D)

TO:	Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners	**DATE:**	November 6, 2007
FROM:	R. A. Cuevas, Jr. County Attorney	**SUBJECT:**	Ordinance amending Section 2-11.14.1 of the Code relating to the Film and Entertainment Advisory Board

O#07-167

The accompanying ordinance was prepared and placed on the agenda at the request of Chairman Bruno A. Barreiro.

R. A. Cuevas, Jr.
County Attorney

RAC/bw

Memorandum

MIAMI-DADE COUNTY

Date: November 6, 2007

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

From: George M. Burgess
County Manager

Subject: Ordinance amending Section 2-11.14.1 of the Code of Miami-Dade County relating to Film and Entertainment Advisory Board

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The ordinance amending Section 2-11.14.1 of the Code of Miami-Dade County relating to Film and Entertainment Advisory Board will not have fiscal impact to Miami-Dade County.

Alex Muñoz
Assistant County Manager

fis03307

MEMORANDUM

(Revised)

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

DATE: November 6, 2007

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

SUBJECT: Agenda Item No. 7(D)

Please note any items checked.

_____ **"4-Day Rule" ("3-Day Rule" for committees) applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Bid waiver requiring County Manager's written recommendation**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **Housekeeping item (no policy decision required)**

_____ **No committee review**

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 7(D)

11-06-07

ORDINANCE NO. 07-167

ORDINANCE AMENDING SECTION 2-11.14.1 OF THE CODE OF MIAMI-DADE COUNTY TO AMEND THE PURPOSE OF THE FILM AND ENTERTAINMENT ADVISORY BOARD TO INCLUDE SUPPORTING THE ADVANCEMENT OF THE FILM AND ENTERTAINMENT INDUSTRY AND TO AMEND ITS POWERS TO INCLUDE SOLICITING SPONSORS FOR FILM AND ENTERTAINMENT INDUSTRY NETWORKING EVENTS IN MIAMI-DADE COUNTY; PROVIDING SEVERABILITY, INCLUSION IN THE CODE, AND AN EFFECTIVE DATE

WHEREAS, on October 1, 1991, the Board of County Commissioners enacted Ordinance No. 91-108 establishing the Film, Print & Broadcast Advisory Board as an Advisory Board of the Board of County Commissioners; and

WHEREAS, on November 14, 2000, the Board of County Commissioners enacted Ordinance No. 00-140 that changed the name of the aforementioned board to the Film and Entertainment Advisory Board; and

WHEREAS, the Film and Entertainment Advisory Board adopted a resolution on May 10, 2007 recommending that the Board of County Commissioners amend the Film & Entertainment Advisory Board's governing ordinance substantially in the manner set forth herein to amend the purpose of the Board to include the advancement of the film and entertainment industry and the powers of the Board to include soliciting sponsors for film and entertainment industry networking events in Miami-Dade County,

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

Section 1. Section 2-11.14.1 of the Code of Miami-Dade County, Florida, is hereby

amended as follows:[1]

Sec. 2-11.14.1. Film and Entertainment Advisory Board.

(a) *Board created.* There is hereby created the Film and Entertainment Advisory Board.

(b) *Purpose.* The purpose of the Board is to advise and make recommendations to the Board of County Commissioners and the Mayor on all matters pertaining to the film and entertainment related industries >>and to support and advance the interests and resources of the film and entertainment industry in Miami-Dade County for the purposes of economic and professional development; education and national and international awareness of Miami-Dade County<<. The Board is intended to operate as a focal point for these industries in Miami-Dade County. The Board is to provide a point of reference for the public and the County government for collection, input and dissemination of information related to these relationships with other government agencies to enhance and support the film and entertainment industries in Miami-Dade County. No decision of the Board shall be binding upon the Board of County Commissioners or the Mayor.

* * *

(e) *Powers.* The Board shall have the power to invite individuals to address it, to hold public hearings, workshops and seminars. >>The Board shall have the power to solicit private sponsors for networking events which is a legitimate purpose for the Board subject to the County's Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 of the Code of Miami-Dade County. Any funds contributed for such purpose shall be paid into a trust fund administered by the County Finance Department which shall be named the Film and Entertainment Advisory Board Trust Fund which shall be used to fund activities authorized by the Code with the majority vote of the Board. Other than authorized expenditures from the Film and Entertainment Advisory Board Trust Fund, << [[T]]>>t<<he Board cannot commit itself or the County to any expenditure of funds without the specific approval of the Board of County Commissioners,

[1] Words stricken through and/or [[double bracketed]] shall be deleted. Words underscored and/or >>double arrowed<< constitute the amendment proposed. Remaining provisions are now in effect and remain unchanged.

or of the County Manager, under circumstances when the Board of County Commissioners has delegated that authority to him or her.

* * *

(g) *Reports.* The Board shall submit a written report annually to the Mayor and the Board of County Commissioners detailing its activities during the past year and outlining its contemplated activities for the ensuing year. >>Additionally, such report shall specifically set forth the names and addresses of any private sponsors that contribute money or in-kind goods or services to any Board activity and the amounts of such in-kind or cash contributions made by such sponsors to any Board activity and an accounting of the funds deposited and paid out from the Film and Entertainment Advisory Board Trust Fund.<<

Section 2. 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 3. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance, including any sunset provision, shall become and be made a part of the Code of Miami-Dade County, Florida. The sections of this ordinance may be renumbered or relettered to accomplish such intention, and the word "ordinance" may be changed to "section," "article," or other appropriate word.

Section 4. This ordinance shall become effective within 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: **November 6, 2007**

Approved by County Attorney as to form and legal sufficiency:

Prepared by:

Eric Rodriguez

Sponsored by Chairman Bruno A. Barreiro

b