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.

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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.

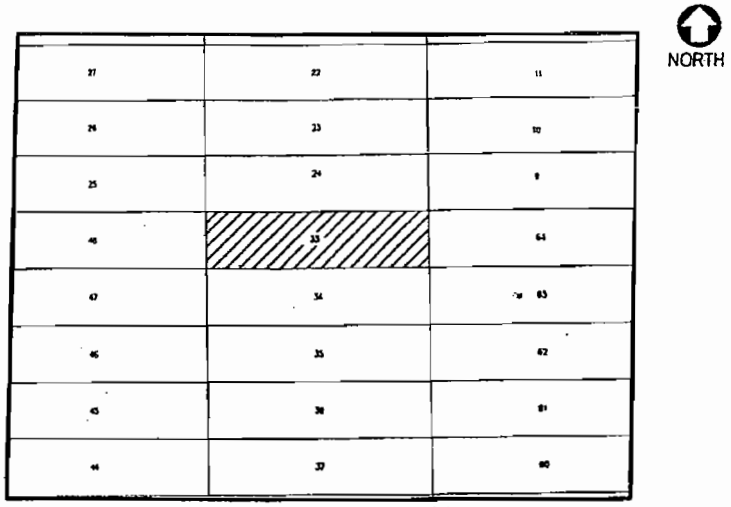
JUAN CARLOS BERMUDEZ, MAYOR

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

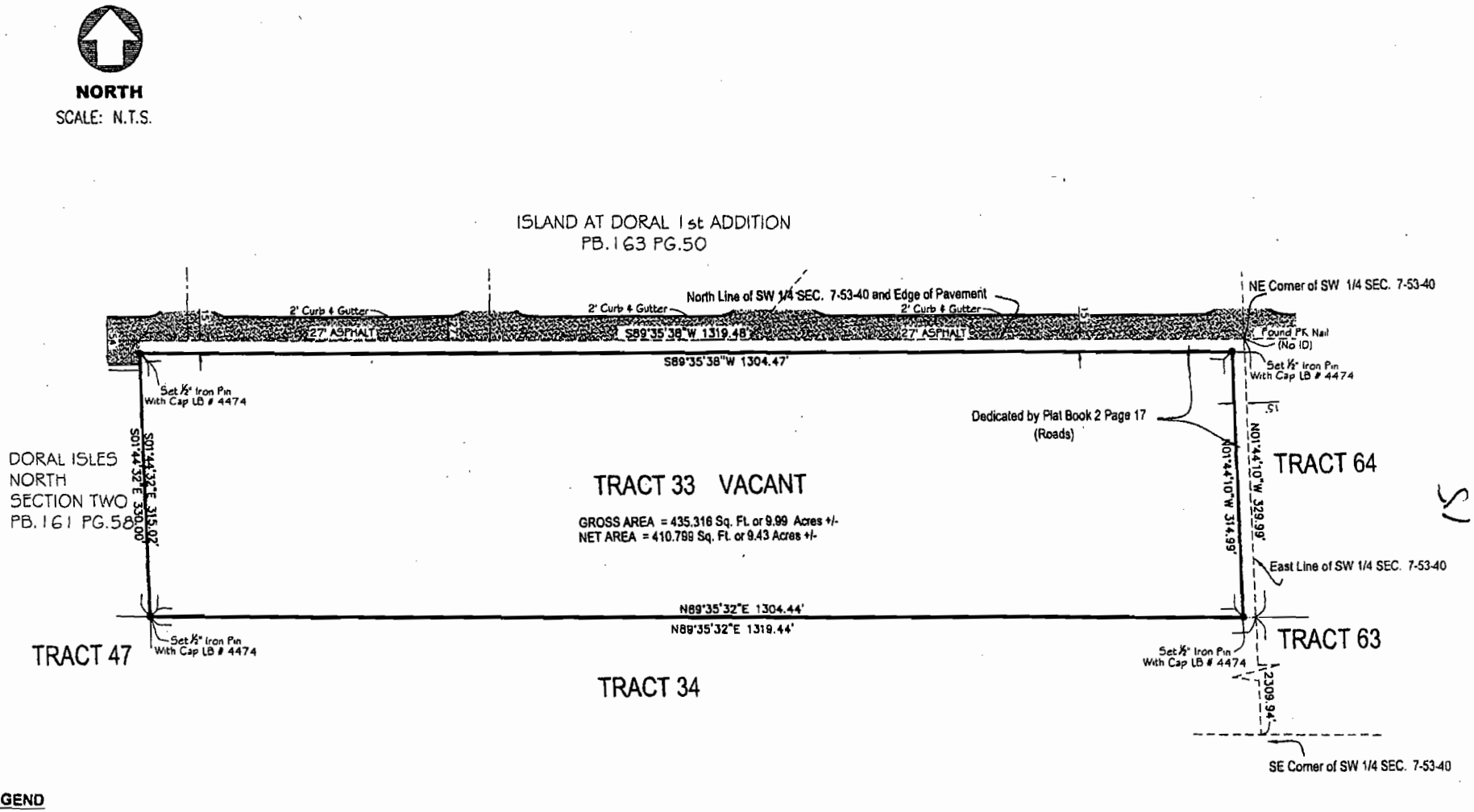

NORTH
SCALE: N.T.S.
ISLAND AT DORAL 1st ADDITION
PB. 163 PG.50
North Line of SW 1/4 SEC. 7-53-40 and Edge of Pavement
NE Corner of SW 1/4 SEC. 7-53-40
2' Curb & Gutter
27' ASPHALT
S89°35'38"W 1319.48'
S89°35'38"W 1304.47'
Found PK Nail (No ID)
Set ½" Iron Pin With Cap LB # 4474
Dedicated by Plat Book 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**

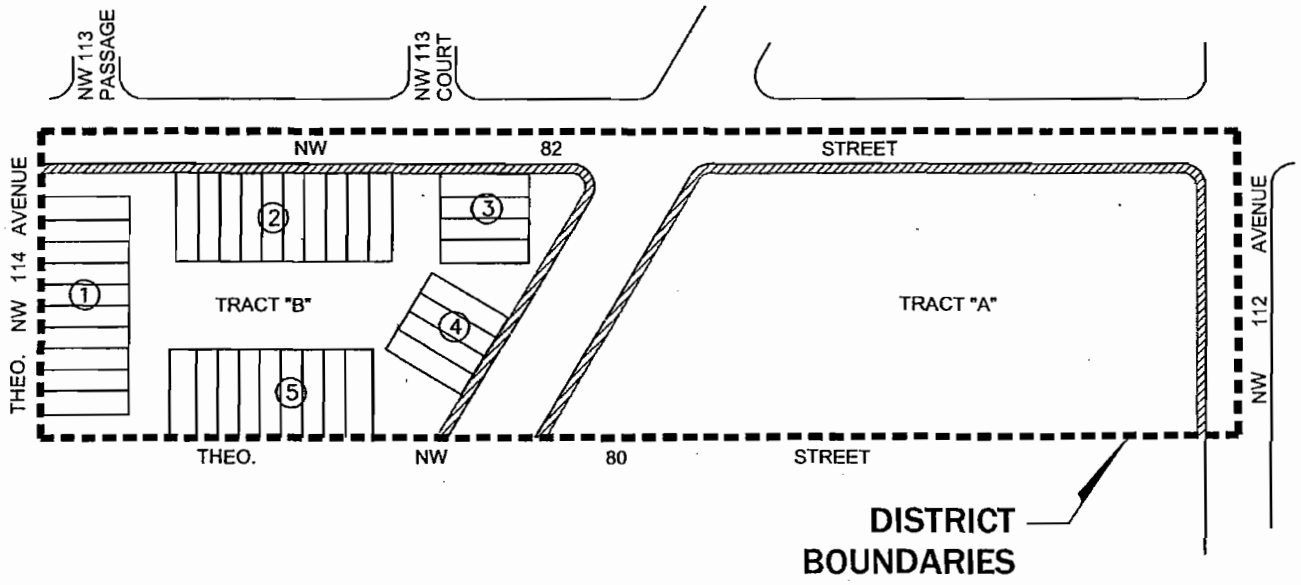
EXHIBIT 4A

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 5	Public Private Uses Map	
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Exhibit 8	Resumes of Proposed Supervisors	14 pages
Exhibit 9	Proposed Consent Resolution from City of Doral	
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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
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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.

****

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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

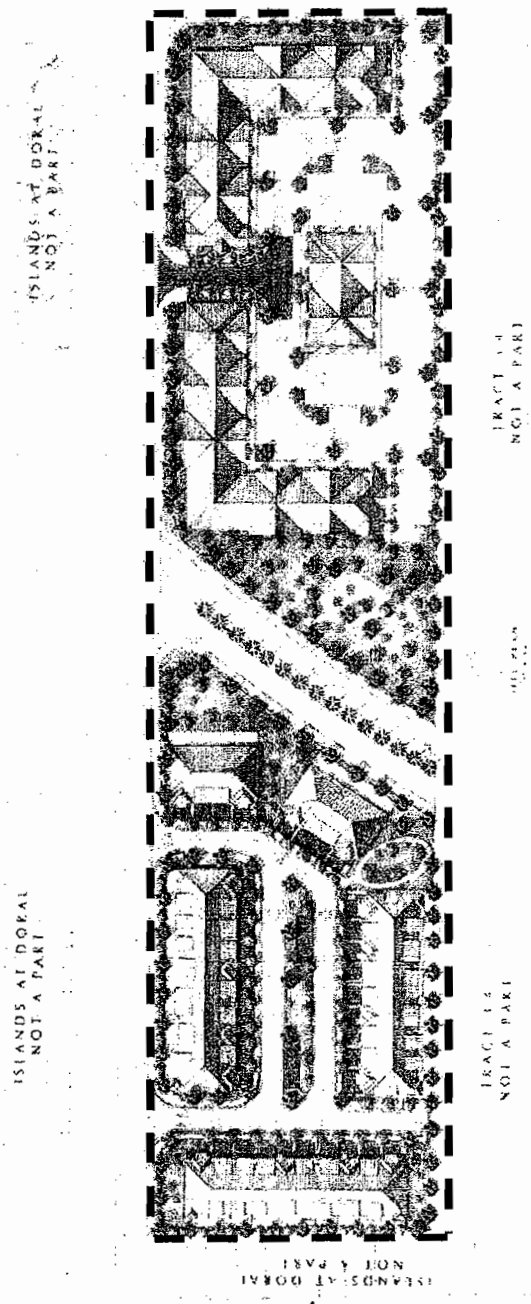


EXHIBIT 8

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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