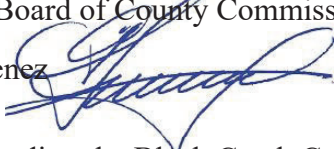


Date: (Public Hearing scheduled for 12-1-20)
October 20, 2020

To: Honorable Chairwoman Audrey M. Edmonson
and Members, Board of County Commissioners

From: Carlos A. Gimenez 
Mayor

Subject: Ordinance Amending the Black Creek Community Development District

Agenda Item No. 5(B)
(12-1-20)

Ordinance No. 20-127

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance amending the Black Creek Community Development District (CDD) in the Unincorporated Miami-Dade County (County), Florida, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD.

Scope

This Black Creek CDD is located within Commission District 8, represented by Commissioner Daniella Levine Cava, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

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

Social Equity Statement

The proposed Ordinance grants a petition for the amendment of the Black Creek CDD, pursuant to the procedures and factors set forth in Section 190.046, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the CDD will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the proposed district, regardless of their demographics or income levels. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

This development has private roads that are to be maintained by a Homeowner’s Association (HOA) or the Black Creek CDD. A Multipurpose Maintenance Special Taxing District has been created to maintain the development’s infrastructure, such as roadway improvements, storm drainage and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the district. Oversight of CDDs is the responsibility of the State.

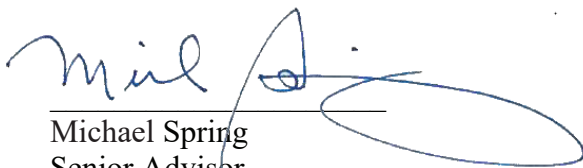
Background

The Black Creek CDD (Petitioner) has filed an application to amend the Black Creek CDD in connection with said development. The Black Creek CDD was created by the Board on April 9, 2019, pursuant to Ordinance No. 19-28. The original CDD boundary encompasses approximately 37.07 acres with approximately \$6.957 million in infrastructure costs servicing approximately 99 single-family and 121 townhome units. Upon adoption of the attached Ordinance, the Black Creek CDD will be increased by a net acreage of approximately 95.83 acres encompassing a total of approximately 132.90 acres, which will increase the total residential units to 238 single family homes, 543 townhomes, and 418 villas. (expansion would add 139 single family homes, 422 townhomes and 418 villas) and infrastructure costs for the expansion will be approximately \$24.707 million. Expansion area is shown in "Exhibit C" to the Ordinance – District Boundaries and Geographical Location Sketch. Pursuant to the Resolution by the Black Creek CDD board of supervisors, this amendment was approved December 6, 2019, under Resolution No. 2019-23, in which the residents were notified of this public meeting. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$15,000.00 to the County and an additional \$15,000.00 for future advertising costs according to State Statutes.

A declaration of restrictive covenant 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, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The declaration of restrictive covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the Black Creek CDD; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

A declaration of restrictive covenant was previously recorded on April 19, 2019 pursuant to the creation of the Black Creek CDD, under O.R.B. 31409, Page 4980.

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



Michael Spring
Senior Advisor



MEMORANDUM (Revised)

TO: Honorable Acting Chairwoman Rebeca Sosa
and Members, Board of County Commissioners

DATE: December 1, 2020

FROM: 
Geri Bonzon-Keenan
Successor County Attorney

SUBJECT: Agenda Item No. 5(B)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(B)
12-1-20

ORDINANCE NO. 20-127

ORDINANCE GRANTING PETITION OF BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED ON THE NORTH BY THEORETICAL SW 225 STREET (CANAL C-102), ON THE EAST BY THEORETICAL SW 127 AVENUE, ON THE SOUTH BY THEORETICAL SW 238 STREET, AND ON THE WEST BY SW 132 AVENUE; AMENDING THE BOUNDARIES OF THE DISTRICT TO EXPAND ITS TOTAL ACREAGE BY APPROXIMATELY 95.83 ACRES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, article VIII, section 6(e) of the Florida Constitution provides the authority for Miami-Dade County, through its charter, to provide a method for establishing new governmental units in Miami-Dade County and provide for their governance and prescribe their jurisdiction and powers; and

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

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

WHEREAS, at its meeting on April 9, 2019, the Board adopted Ordinance No. 19-28 establishing the Black Creek Community Development District (District or Petitioner) and providing for specific boundaries of the District; and

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

WHEREAS, the Petitioner has submitted a Petition to expand the District boundaries by approximately 95.83 acres, resulting in a total increase in acreage of the District from approximately 37.07 acres to approximately 132.90 acres; and

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

WHEREAS, the Board finds that the statements contained in the Petition to expand the District boundaries are true and correct; and

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

WHEREAS, the area of land within the District as expanded is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the area of land being added does not impact such functionality; and

WHEREAS, the District as expanded is the best alternative available for delivering the community development services and facilities that will be provided by the District, and the area of land being added will not impact such delivery; and

WHEREAS, the community development facilities and services of the District as expanded will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and

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

WHEREAS, having made the foregoing findings, after a public hearing, the Board 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,

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

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

Section 2. The Petition to expand the District to include the real properties described therein, which was filed by the Petitioner on September 17, 2020, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit A to the Ordinance.

Section 3. The Board finds that external boundaries of the District as expanded are sufficiently contiguous and shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. Furthermore, the external boundaries shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C to the Ordinance.

Section 4. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, expand or modify Ordinance No. 19-28.

Section 5. 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 6. It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

Section 7. 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:

December 1, 2020

Approved by County Attorney as
to form and legal sufficiency:


MJM

Prepared by:

Michael J. Mastrucci

"EXHIBIT A to the Ordinance"

PETITION TO AMEND BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT

Dated: September 17, 2020

Date: September 17, 2020

To: Melissa Adames, Deputy Clerk
Office of the Clerk of the Board
Attn: Shania Momplaisir

From: Lorena Guerra-Macias, Chief 
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Black Creek Community Development District –
Expansion

The attached petition was submitted by Black Creek Community Development District and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Florida State Statute Chapter 190 and Miami-Dade County Policy.

The filing date of record is September 17, 2020.

Attachment

c: Michael Mastrucci
Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

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

**PETITION TO EXPAND BOUNDARIES OF BLACK CREEK
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Black Creek Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the “District”), and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 19-28 of Miami-Dade County, Florida (the “County”), adopted on April 9, 2019 (the “Ordinance”), hereby submits this petition (the “Petition”) to the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the “Commission”) in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the “Act”), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 37.07 +/- acres are currently within the external boundaries of the District.¹
2. That the Board desires to expand the boundaries of the District by adding approximately 95.83 +/- acres of real property as legally described in Exhibit A, attached hereto and made a part hereof. Following such expansion of the District’s boundaries, all lands in the

¹ The Petition to Establish the District had a scrivener’s error of 16.31 +/- acres. The actual acreage is 37.07 +/- acres as set forth in the legal description of the original District boundaries.

District will continue to be located wholly within the jurisdictional boundaries of unincorporated Miami-Dade County, Florida.

3. That the acreage of the real property to be annexed into the District does exceed 50% of the acres initially located within the original boundaries of the District, and all petitions of the District, including this Petition, submitted to the Commission subsequent to the initial petition seeking establishment of the District do not encompass more than a total of 2,500 acres.

4. That attached hereto as Exhibit B and made a part hereof is a description of the external boundaries of the District following the proposed expansion of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

5. That attached hereto as Exhibit C is the proposed timetable for installation of District services and facilities which will be provided to the real property being annexed into the District and the estimated cost of installing such proposed services and facilities.

6. That attached hereto as Composite Exhibit D is evidence of the written consent to the annexation of the subject property into the District by the fee title owner of one hundred percent (100%) of such real property (the "Landowner").

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

8. That attached hereto as Exhibit F is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.

9. That attached hereto as Exhibit G is a copy of the proposed Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowner and is being submitted in support of this Petition.

10. That attached hereto as Exhibit H is a copy of the Resolution of the Board of Supervisors of the District authorizing the filing of this Petition.

11. That attached hereto as Exhibit I is the existing major trunk water mains, sewer interceptors and outfalls currently in existence to serve the area to be annexed into the District's boundaries.

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

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

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

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to

grant this Petition and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

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

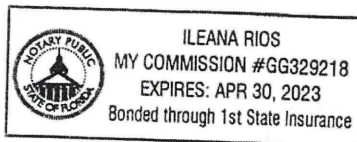
RESPECTFULLY SUBMITTED this 28 day of February, 2020.

**BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT**

By: [Signature]
Name: MARIA HERRERA
Title: Chairperson/Vice-Chairperson

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 28 day of February, 2020, by Maria C. Herrera, the Chairperson/Vice-Chairperson of the Board of Supervisors of the Black Creek Community Development District, who is personally known to me ☒ or produced _____ as identification.



[Signature]
Notary Public
Ileana Rios
Typed, printed or stamped name of Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT

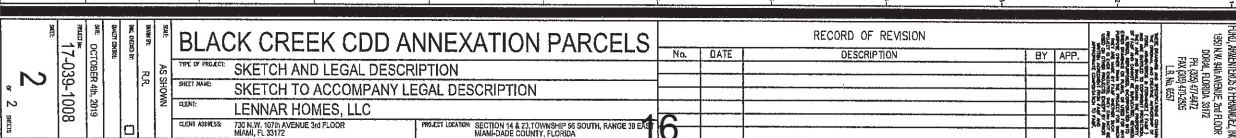


EXHIBIT B

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

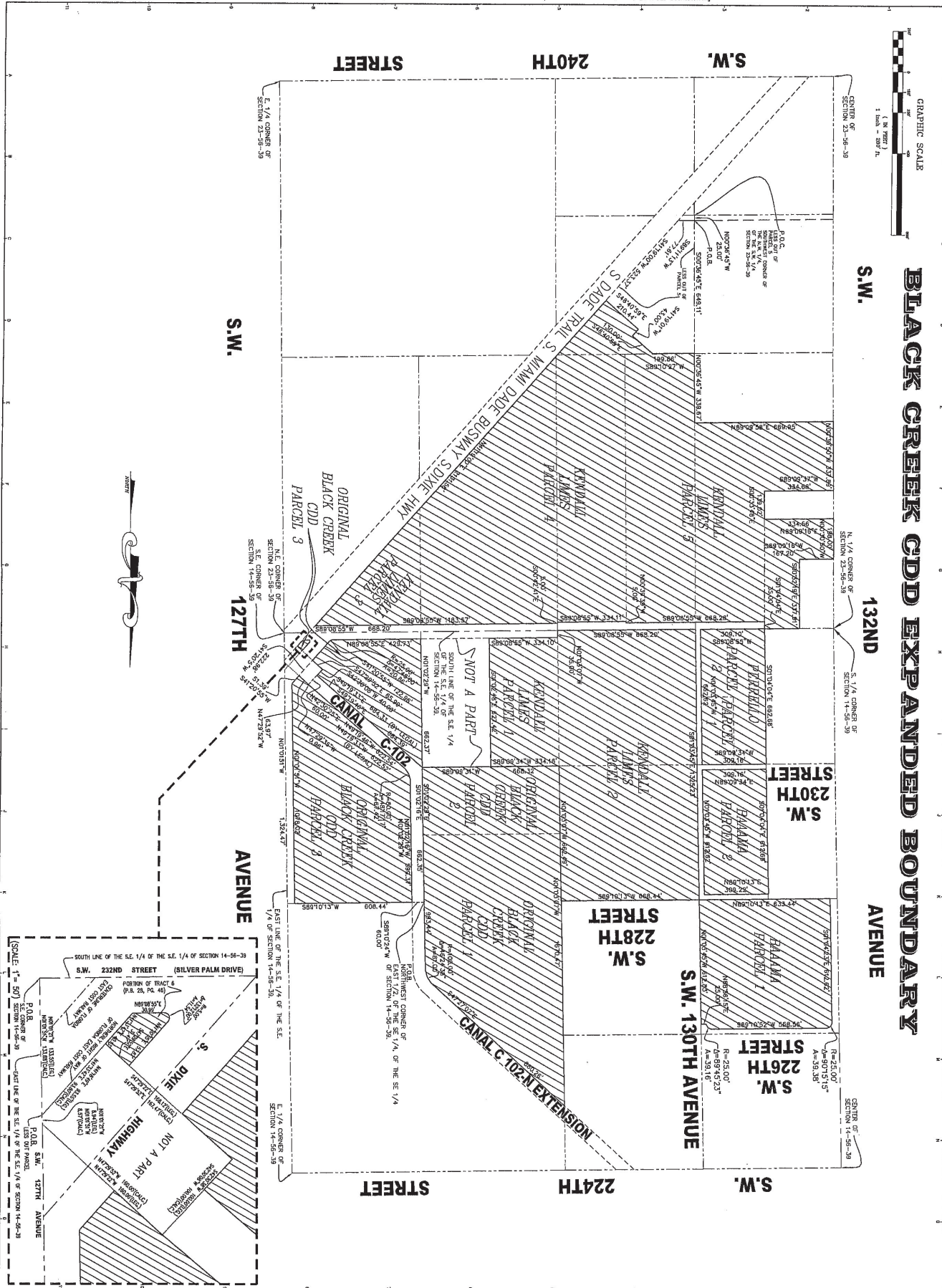
[illegible]

EXHIBIT C

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

	<u>COST ESTIMATE</u>	<u>START CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
Water Distribution System	\$4,280,110	October, 2020	March, 2021
Wastewater Collection System	\$4,971,695	September, 2020	February, 2021
Roadway Improvements	\$9,983,311	March, 2021	June, 2021
Stormwater Management System	\$5,472,002	November, 2020	April, 2021
<u>Total:</u>	\$24,707,118		

COMPOSITE EXHIBIT D

**EVIDENCE OF WRITTEN CONSENT OF OWNERS
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF
BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT**

AFFIDAVIT

On this 8 day of March, 2020, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Neil Perello and Cristina Perello, husband and wife, who, after being duly sworn, deposes and says:

1. Affiants are the fee title owner of Parcel 1 of the following described property, to wit:

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

2. Affiants, as the fee simple owners of the Property, in the capacity described above, hereby gives its full consent to the expansion of the external boundaries of the Black Creek Community Development District to include the Property therein.

IN WITNESS WHEREOF, we have hereunto set our hands this 8 day of March, 2020.

By: [Signature]
Name: Neil Perello

By: [Signature]
Name: Cristina Perello

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of March, 2020, by Neil Perello and Cristina Perello, husband and wife. They are personally known to me ☒ or produced driver license as identification.

Notary Public

Typed, printed or stamped name of Notary Public

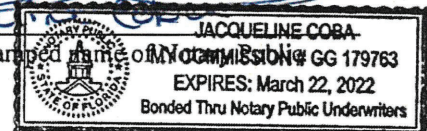


Exhibit "A"

Description of Property

PARCEL 1:

The North 1/2, less the West 154.52 feet, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, less the East 25 feet in Section 14, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida

PARCEL 2:

The West 154.52 feet of the North 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2, less the East 25 feet for road, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 56 South, Range 39 East, and less any portion lying on a road right of way for SW 232nd Street, lying and being in Miami-Dade County, Florida.

PARCEL 3:

The West 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4, LESS the South 35 feet thereof for roadway purposes, of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4

The East 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 5:

The NE 1/4 of the NE 1/4 of the NE 1/4, LESS North 35 feet thereof for Roadway Purposes, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 6:

The NW 1/4 of the NE 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes, and the SW 1/4 of the NE 1/4 of the NE 1/4, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the East 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 40 feet thereof for Roadway Purposes, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 7:

The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4 lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the North 198 feet of the South 1/2 of the West 1/2 of the NW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A portion of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, being more particularly described as follows: Commence at the Southwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23; thence run N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 25.00 feet to a point on the North right of way line of SW 238 Street, said point also being the Point of Beginning; thence continue N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 649.11 feet; thence run N89°23'15"E for 202.81 feet; thence run S48°40'59"E for 130.00 feet; thence run S41°19'01"W for 43.00 feet; thence run S48°40'59"E for 210.44 feet to a point on the Westerly right of way line of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor; thence run S41°19'01"W along the last described line for 523.37 feet to a point on the North line of the South 25 feet of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23, said line also being the North right of way line of SW 238 Street; thence run S89°11'13"W along the last described line for 77.61 feet to the Point of Beginning.

PARCEL 8:

The SW 1/4 of the NW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the West 35 feet thereof for right-of-way, lying and being in Miami-Dade County, Florida;

LESS AND EXCEPT:

The North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14, LESS the West 35 feet thereof; and

The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southeast, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the East Line of the West 35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southwest, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the West Line of the East 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14.

PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in Miami-Dade County, Florida.

AFFIDAVIT

On this 8 day of March, 2020, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Neil Perello, who, after being duly sworn, deposes and says:

1. Affiant is a member of 13005 Land, LLC, a Florida limited liability company (the "Company").

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

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

3.. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Company, including the expansion of the external boundaries of the Black Creek Community Development District to include the Property therein.

4. Affiant, on behalf of the Company, hereby consents to the expansion of Black Creek Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand this 8 day of March, 2020.

13005 Land, LLC, a Florida limited liability company

By: Neil Perello

Name: Neil Perello, as Trustee of Neil Perello
Title: Revocable Living Trust, as General Partner
of Three Brothers Family Limited Liability
Limited Partnership, Authorized Member of
13005 Land, LLC

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8 day of March, 2020, by Neil Perello, as Authorized Member of 13005 Land, LLC, a Florida limited liability company. He is personally known to me ☒ or produced driver license identification.

Notary Public

Typed, printed or stamped name of Notary Public



Exhibit "A"

Description of Property

PARCEL 1:

The North 1/2, less the West 154.52 feet, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, less the East 25 feet in Section 14, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida

PARCEL 2:

The West 154.52 feet of the North 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2, less the East 25 feet for road, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 56 South, Range 39 East, and less any portion lying on a road right of way for SW 232nd Street, lying and being in Miami-Dade County, Florida.

PARCEL 3:

The West 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4, LESS the South 35 feet thereof for roadway purposes, of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4

The East 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 5:

The NE 1/4 of the NE 1/4 of the NE 1/4, LESS North 35 feet thereof for Roadway Purposes, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 6:

The NW 1/4 of the NE 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes, and the SW 1/4 of the NE 1/4 of the NE 1/4, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the East 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 40 feet thereof for Roadway Purposes, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 7:

The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4 lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the North 198 feet of the South 1/2 of the West 1/2 of the NW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A portion of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, being more particularly described as follows: Commence at the Southwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23; thence run N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 25.00 feet to a point on the North right of way line of SW 238 Street, said point also being the Point of Beginning; thence continue N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 649.11 feet; thence run N89°23'15"E for 202.81 feet; thence run S48°40'59"E for 130.00 feet; thence run S41°19'01"W for 43.00 feet; thence run S48°40'59"E for 210.44 feet to a point on the Westerly right of way line of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor; thence run S41°19'01"W along the last described line for 523.37 feet to a point on the North line of the South 25 feet of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23, said line also being the North right of way line of SW 238 Street; thence run S89°11'13"W along the last described line for 77.61 feet to the Point of Beginning.

PARCEL 8:

The SW 1/4 of the NW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the West 35 feet thereof for right-of-way, lying and being in Miami-Dade County, Florida;

LESS AND EXCEPT:

The North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14, LESS the West 35 feet thereof; and

The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southeast, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the East Line of the West 35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southwest, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the West Line of the East 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14.

PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in Miami-Dade County, Florida.

AFFIDAVIT

On this 2 day of March, 2020, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Jodie Bakes, who, after being duly sworn, deposes and says:

1. Affiant is the manager of Baaama IX, LLC, a Florida limited liability company (the "Company").

2. The Company is the fee title owner of Parcels 8 and 9 of the following described property, to wit:

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

3.. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Company, including the expansion of the external boundaries of the Black Creek Community Development District to include the Property therein.

4. Affiant, on behalf of the Company, hereby consents to the expansion of Black Creek Community Development District.

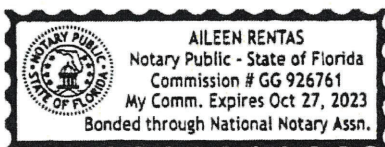
IN WITNESS WHEREOF, I have hereunto set my hand this 2 day of March, 2020.

Baaama IX, LLC, a Florida limited liability company

BY: Jodie Bakes
Name: Jodie Bakes
Title: Manager

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of March, 2020, by Jodie Bakes, as Manager, of Baaama IX, LLC, a Florida limited liability company. He is personally known to me ☒ or produced _____ as identification.



Notary Public

Aileen Rentas

Typed, printed or stamped name of Notary Public

Exhibit "A"

Description of Property

PARCEL 1:

The North 1/2, less the West 154.52 feet, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, less the East 25 feet in Section 14, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida

PARCEL 2:

The West 154.52 feet of the North 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2, less the East 25 feet for road, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 56 South, Range 39 East, and less any portion lying on a road right of way for SW 232nd Street, lying and being in Miami-Dade County, Florida.

PARCEL 3:

The West 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4, LESS the South 35 feet thereof for roadway purposes, of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4

The East 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 5:

The NE 1/4 of the NE 1/4 of the NE 1/4, LESS North 35 feet thereof for Roadway Purposes, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 6:

The NW 1/4 of the NE 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes, and the SW 1/4 of the NE 1/4 of the NE 1/4, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the East 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 40 feet thereof for Roadway Purposes, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 7:

The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4 lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the North 198 feet of the South 1/2 of the West 1/2 of the NW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

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PARCEL 8:

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LESS AND EXCEPT:

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The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

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PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in Miami-Dade County, Florida.

AFFIDAVIT

On this 30 day of June, 2020, personally, appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Peter Kendall, who, after being duly sworn, deposes and says:

1. Affiant is the President of South Florida Growers Association, Inc., a Florida corporation (the "Company").

2. The Company is the fee title owner of Parcel 3, 4, 5, 6 and 7 of the following described property, to wit:

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

3.. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Company, including the expansion of the external boundaries of the Black Creek Community Development District to include the Property therein.

4. Affiant, on behalf of the Company, hereby consents to the expansion of Black Creek Community Development District.

IN WITNESS WHEREOF, I have hereunto set my hand this 30 day of June, 2020.

South Florida Growers Association, Inc., a Florida corporation

By: Peter Kendall

Name: Peter Kendall

Title: President

Massachusetts
STATE OF ~~FLORIDA~~
COUNTY OF ~~MIAMI-DADE~~ Middlesex

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 30 day of June, 2020, by Peter Kendall, as President, of South Florida Growers Association, Inc., a Florida corporation. He is personally known to me [] or produced as identification.

Sau Ping Yeung
Notary Public

SAU PING YEUNG
Typed, printed or stamped name of Notary Public

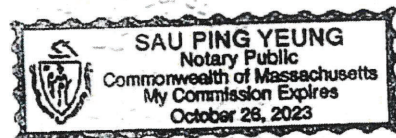


Exhibit "A"

Description of Property

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PARCEL 4

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PARCEL 8:

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LESS AND EXCEPT:

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The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southeast, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the East Line of the West 35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

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PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in Miami-Dade County, Florida.

EXHIBIT E

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

EXHIBIT "C"

Partial copy of the Land Use Plan map.

**LOW DENSITY (YELLOW) &
INDUSTRIAL AND OFFICE (LIGHT PURPLE)**

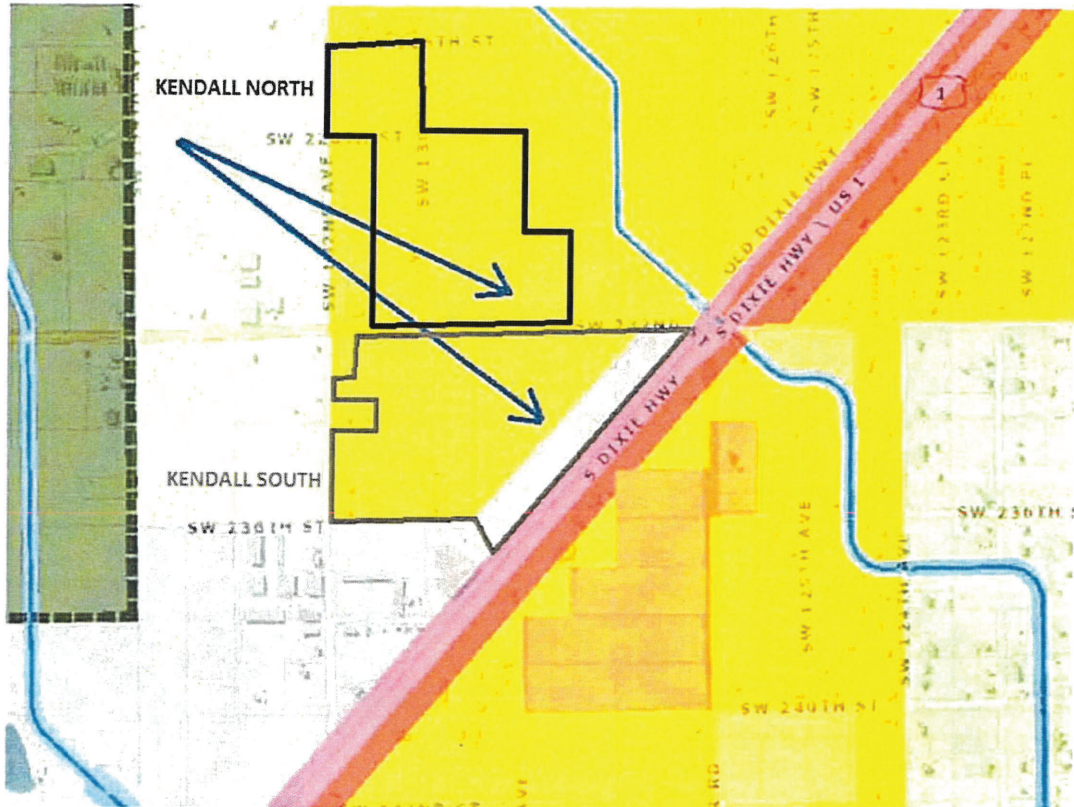


EXHIBIT F

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to expand boundaries of Black Creek Community Development District (the “District”). The District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Charter by Ordinance No. 19-28 of Miami-Dade County, Florida (the “County”), adopted on April 9, 2019 (the “Ordinance”). The District is currently comprised of approximately 37.07 +/- acres², a residential community (“Project”), located north of SW 238th Street, south of SW 224th Street, west of SW 127th Avenue and east of SW 132nd Avenue, in unincorporated Miami-Dade County (“County”). The District desires to expand the boundaries by adding approximately 95.83 +/- acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

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

1.2 Overview of the Black Creek Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Black Creek Community Development District. Following the expansion, the Black Creek Community Development District will encompass approximately 132.90 +/- gross acres.

The Development plan for the proposed expansion within the District includes the construction of approximately 979 residential units, comprising of 139 single family, 422 townhomes and 418 villas. A Community Development District (“CDD”) is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), Florida Statutes.

² The Petition to Establish the District had a scrivener’s error of 16.31 +/- acres. The actual acreage is 37.07 +/- acres as set forth in the legal description of the original District boundaries.

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

1.3 Requirements for Statement of Estimated Regulatory Costs

According to Section 120.541(2), Florida Statutes, a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

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

(c) A good faith estimate of the cost to the agency³, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

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

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes

³ For the purposes of this SERC, the term “agency” means the County and the term “rule” means the ordinance(s) which the County will enact in connection with the expansion of the District.

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

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

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) [of Section 120.541, Florida Statutes] and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to (1) have an adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) having an adverse impact on business competitiveness, including the ability of person doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

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

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

As noted above, the District is a residential community and the expansion is designed for up to 979 residential units. Expansion of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the principal developer of the lands within the District and any other landowner will also be under the jurisdiction of the District.

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

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The District expanded will encompass under 2,500 acres,

therefore the County is the establishing entity under 190.005(1) Florida Statutes, and the Miami-Dade County Home Rule Charter. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential.

Miami-Dade County

The land within the proposed expansion area of the District is within unincorporated Miami-Dade County. The County and its staff will analyze the Petition, conduct a public hearing and take final action with respect to the establishment of the District. These activities will absorb some resources.

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

The annual costs to the County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports, (e.g., the District's proposed budget) that the District is required to provide to the County.

4.2 Impact on State and Local Revenues

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

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

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

Table 1 provides an outline of the various facilities and services the District may provide to the proposed expansion area. The water distribution system, wastewater collection system, roadway

improvements, storm water management system, and related incidental costs, as described in Table 1, will be funded by the District.

Table 1. Black Creek Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Water Distribution System	CDD	MDC	MDC
Wastewater Collection System	CDD	MDC	MDC
Roadway Improvements	CDD	CDD/MDC	CDD/MDC
Stormwater Management System	CDD	CDD	CDD
Key: O&M=Operations and Maintenance, CDD=Community Development District; MDC=Miami-Dade County			

The petitioner has estimated the design and development costs for providing the capital facilities to the expansion area. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately **\$24,707,118**. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

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

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

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

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

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

services and amenities sooner than would otherwise be the case.

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

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

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

Table 2. Cost Estimate for District Facilities

Category	Cost
Water Distribution System	\$ 4,280,110
Wastewater Collection System	\$ 4,971,695
Roadway Improvements	\$ 9,983,311
Stormwater Management System	\$ 5,472,002
Total Projected Costs of Improvements	<u>\$24,707,118</u>

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

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

The County has a population greater than 75,000 according to the 2010 U.S. Census. Therefore, the County is not defined as a "small county" according to Sections 120.52 (18) and 120.52 (19) (respectively), Florida Statutes.

7.0 Any additional useful information.

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

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

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

EXHIBIT G

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, a Petition to create the Black Creek Community Development District (the “District”) was approved and adopted by the Board of Miami-Dade County Commissioners (the “Board”), pursuant to Ordinance No. 19-28 on April 9, 2019, (the “Ordinance”), and a Petition to Expand the Boundaries of the District was filed on _____, 2019, and approved pursuant to Ordinance No. _____ on _____, by the Board; and

WHEREAS, a Declaration of Restrictive Covenants was previously recorded on April 19, 2019 at O.R. Book 31409 Page 4980, of the Public Records of Miami-Dade County, Florida (the “Original Declaration”), relating to certain real property located within the boundaries of the District, 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; and

WHEREAS, Owner wishes to provide this new Declaration of Restrictive Covenants (the “Declaration”) with respect to the Property.

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 \$46,020 FOR A SINGLE FAMILY UNIT, \$40,020 FOR A TOWNHOME UNIT AND \$37,020 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$29,118 FOR A SINGLE FAMILY UNIT, \$25,322 FOR A TOWNHOME UNIT AND \$23,424 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,534 FOR SINGLE FAMILY UNIT, \$1,334 FOR A TOWNHOME UNIT AND \$1,234 FOR A VILLA UNIT, 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 \$46,020 FOR A SINGLE FAMILY UNIT,

\$40,020 FOR A TOWNHOME UNIT AND \$37,020 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$29,118 FOR A SINGLE FAMILY UNIT, \$25,322 FOR A TOWNHOME UNIT AND \$23,424 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,534 FOR SINGLE FAMILY UNIT, \$1,334 FOR A TOWNHOME UNIT AND \$1,234 FOR A VILLA UNIT, 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 \$46,020 FOR A SINGLE FAMILY UNIT, \$40,020 FOR A TOWNHOME UNIT AND \$37,020 FOR A VILLA UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$29,118 FOR A SINGLE FAMILY UNIT, \$25,322 FOR A TOWNHOME UNIT AND \$23,424 FOR A VILLA UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,534 FOR SINGLE FAMILY UNIT, \$1,334 FOR A TOWNHOME UNIT AND \$1,234 FOR A VILLA UNIT, 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:

BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE BLACK CREEK 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 BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN BLACK CREEK. A PURCHASER OF PROPERTY IN BLACK CREEK 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 BLACK CREEK 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 BLACK CREEK AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT *[INSERT APPROPRIATE CONTACT INFORMATION]*."

1.6. Inspection of District Records by County Representatives

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

1.7. Sole Provider of Water, Wastewater, and Reuse Service

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

1.8. Application for Multi-Purpose Special Taxing District to Maintain Infrastructure

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility' of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application 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

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 Mayor or Designee, or the assistant in charge of the office in the County Mayor's or Designee'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 8 day of March, 2020.

OWNER:

Neil Perello and Cristina Perello, husband and wife

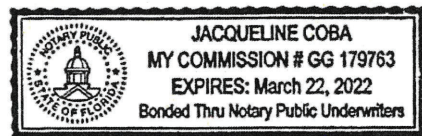
By: [Signature]
Name: Neil Perello

By: [Signature]
Name: Cristina Perello

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 8 day of March, 2020, by Neil Perello and Cristina Perello, husband and wife.
They are personally known to me ☒ or produced driver license as identification.

[Signature]
Notary Public, State of Florida at Large
Print Name: Jacqueline Coba
My commission expires: 03/22/22



IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration
of Restrictive Covenants this 8 day of March, 2020.

OWNER:

13005 Land, LLC, a Florida limited liability
company

By: 

Name: Neil Perello, as Trustee of Neil Perello
Title: Revocable Living Trust, as General Partner
of Three Brothers Family Limited Liability
Limited Partnership, Authorized Member of
13005 Land, LLC

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

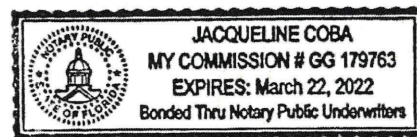
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online
notarization, this 8 day of March, 2020, by Neil Perello, as Authorized Member
of 13005 Land, LLC, a Florida limited liability company. He is personally known to me ☐ or produced
driver license as identification.



Notary Public, State of Florida at Large

Print Name: Jacqueline Coba

My commission expires: 03/22/22



IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration
of Restrictive Covenants this 30 day of June 2020.

OWNER:

South Florida Growers Association, Inc., a Florida
corporation

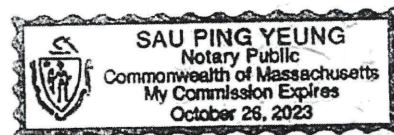
By: Peter Kendall
Name: Peter Kendall
Title: President

Massachusetts
STATE OF ~~FLORIDA~~ Massachusetts
COUNTY OF ~~MIAMI-DADE~~ Middlesex

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30 day of June, 2020, by Peter Kendall, as President, of South Florida Growers Association, Inc., a Florida corporation. He is personally known to me ☐ or produced driver license as identification.

Sam Ping Yeung
Notary Public

SAM PING YEUNG
Typed, printed or stamped name of Notary Public



IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration
of Restrictive Covenants this 2 day of March, 2020.

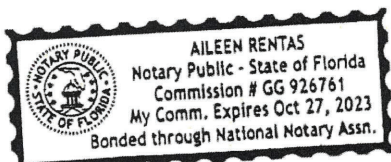
OWNER:

Baaama IX, LLC, a Florida limited liability
company

By: [Signature]
Name: Jodie Saks
Title: Manager

STATE OF FLORIDA
COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online
notarization, this 2 day of March, 2020, by Jodie Saks, as Manager of
Baaama IX, LLC, a Florida limited liability company. He is personally known to me ☒ or produced
_____ as identification.



[Signature]
Notary Public, State of Florida at Large
Print Name: Aileen Rentas
My commission expires: 10/27/23

Exhibit A

LEGAL DESCRIPTION

EXHIBIT "A" TO OPINION OF TITLE

PARCEL 1:

The North 1/2, less the West 154.52 feet, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, less the East 25 feet in Section 14, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida

PARCEL 2:

The West 154.52 feet of the North 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2, less the East 25 feet for road, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 56 South, Range 39 East, and less any portion lying on a road right of way for SW 232nd Street, lying and being in Miami-Dade County, Florida.

PARCEL 3:

The West 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4, LESS the South 35 feet thereof for roadway purposes, of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4

The East 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 5:

The NE 1/4 of the NE 1/4 of the NE 1/4, LESS North 35 feet thereof for Roadway Purposes, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 6:

The NW 1/4 of the NE 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes, and the SW 1/4 of the NE 1/4 of the NE 1/4, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the East 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 40 feet thereof for Roadway Purposes, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 7:

The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4 lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the North 198 feet of the South 1/2 of the West 1/2 of the NW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A portion of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, being more particularly described as follows: Commence at the Southwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23; thence run N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 25.00 feet to a point on the North right of way line of SW 238 Street, said point also being the Point of Beginning; thence continue N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 649.11 feet; thence run N89°23'15"E for 202.81 feet; thence run S48°40'59"E for 130.00 feet; thence run S41°19'01"W for 43.00 feet; thence run S48°40'59"E for 210.44 feet to a point on the Westerly right of way line of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor; thence run S41°19'01"W along the last described line for 523.37 feet to a point on the North line of the South 25 feet of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23, said line also being the North right of way line of SW 238 Street; thence run S89°11'13"W along the last described line for 77.61 feet to the Point of Beginning.

PARCEL 8:

The SW 1/4 of the NW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the West 35 feet thereof for right-of-way, lying and being in Miami-Dade County, Florida;

LESS AND EXCEPT:

The North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14, LESS the West 35 feet thereof; and

The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southeast, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the East Line of the West 35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southwest, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the West Line of the East 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14.

PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in 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 <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family	\$1,534.00	\$216.00	\$1,750.00
Townhome	\$1,334.00	\$216.00	\$1,550.00
Villa	\$1,234.00	\$216.00	\$1,450.00

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 <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family	\$13.50	\$4.50	\$127.83
Townhome	\$13.50	\$4.50	\$111.17
Villa	\$13.50	\$4.50	\$102.83

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family	\$29,118.00	\$46,020.00
Townhome	\$25,322.00	\$40,020.00
Villa	\$23,424.00	\$37,020.00

____ PURCHASERS INITIALS

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

____ PURCHASER'S INITIALS

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

____ PURCHASER'S INITIALS

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

____ PURCHASER'S INITIALS

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

____ PURCHASER'S INITIALS

3.2. Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,534 for a single family unit (approximately \$127.83 per month), \$1,334 for a townhome unit (approximately \$111.17 per month) and \$1,234 for a villa unit (approximately \$102.83 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 is approximately \$46,020 for a single family unit, \$40,020 for a townhome unit and \$37,020 for a villa unit.

____ 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 \$216.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

____ PURCHASER'S INITIALS

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

____ PURCHASER'S INITIALS

PURCHASER:

Print Name: _____
Date: _____

PURCHASER:

Print Name: _____
Date: _____

EXHIBIT H

RESOLUTION OF THE DISTRICT

RESOLUTION NO. 2019-23

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE BLACK CREEK COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL AND DISTRICT STAFF TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Black Creek Community Development District ("District") has received a request from the landowners of adjacent parcels, that the landowners' parcels be annexed into the District; and

WHEREAS, the District Board of Supervisors ("Board") has determined that it is in the best interests of the District and its residents to expand the boundaries of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District Board proposes to expand the District by approximately 95.83 +/- acres.

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

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

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

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

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

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

SECTION 6. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 18th DAY
OF December, 2019.

By: 
Secretary/Assistant Secretary

BLACK CREEK COMMUNITY
DEVELOPMENT DISTRICT

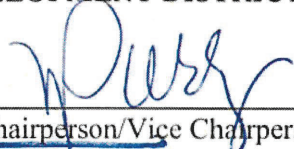
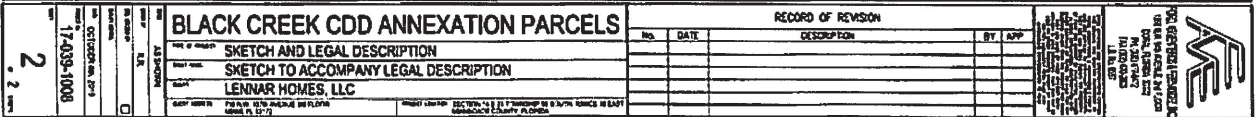
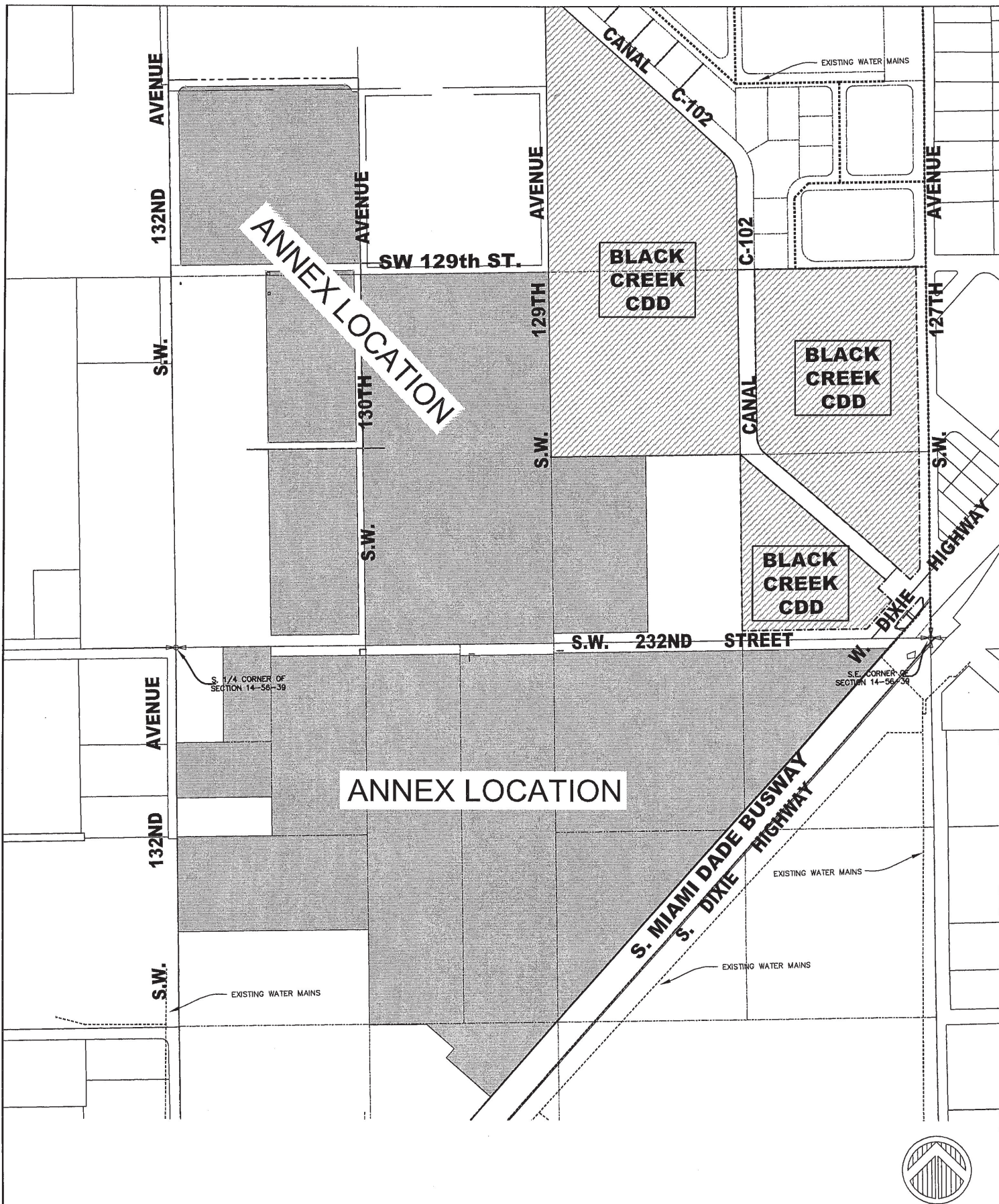
By: 
Chairperson/Vice Chairperson

Exhibit "A"

[illegible]

COMPOSITE EXHIBIT I

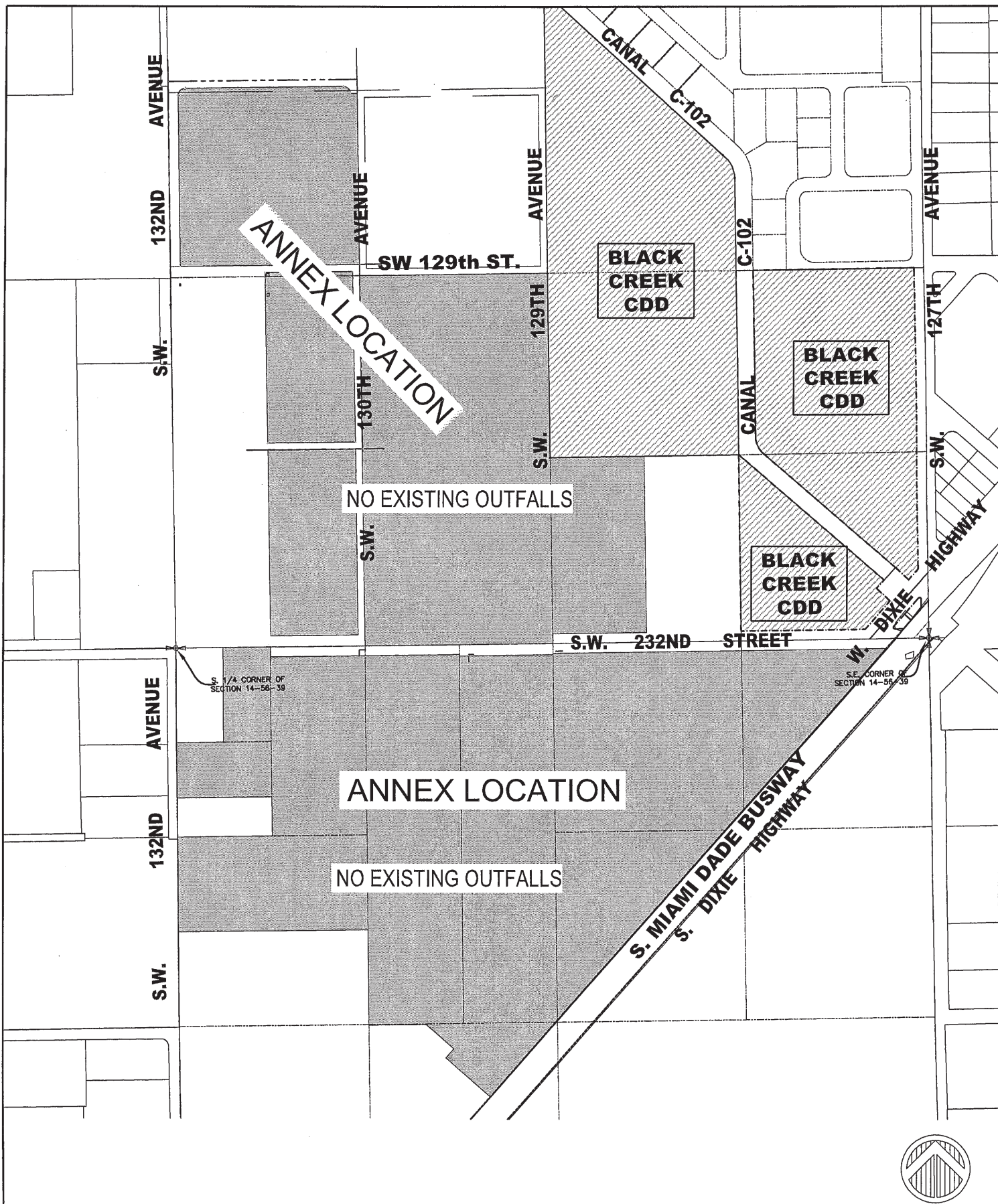
MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



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

PROJECT:	BLACK CREEK CDD ANNEX		
SHEET NAME:	EXISTING ADJACENT WATER MAINS		
PREPARED FOR:	BLACK CREEK CDD		
	MIAMI-DADE COUNTY, FL		
PROJECT No:	87 18-016	DATE:	11-25-19
		SCALE:	1" = 300'



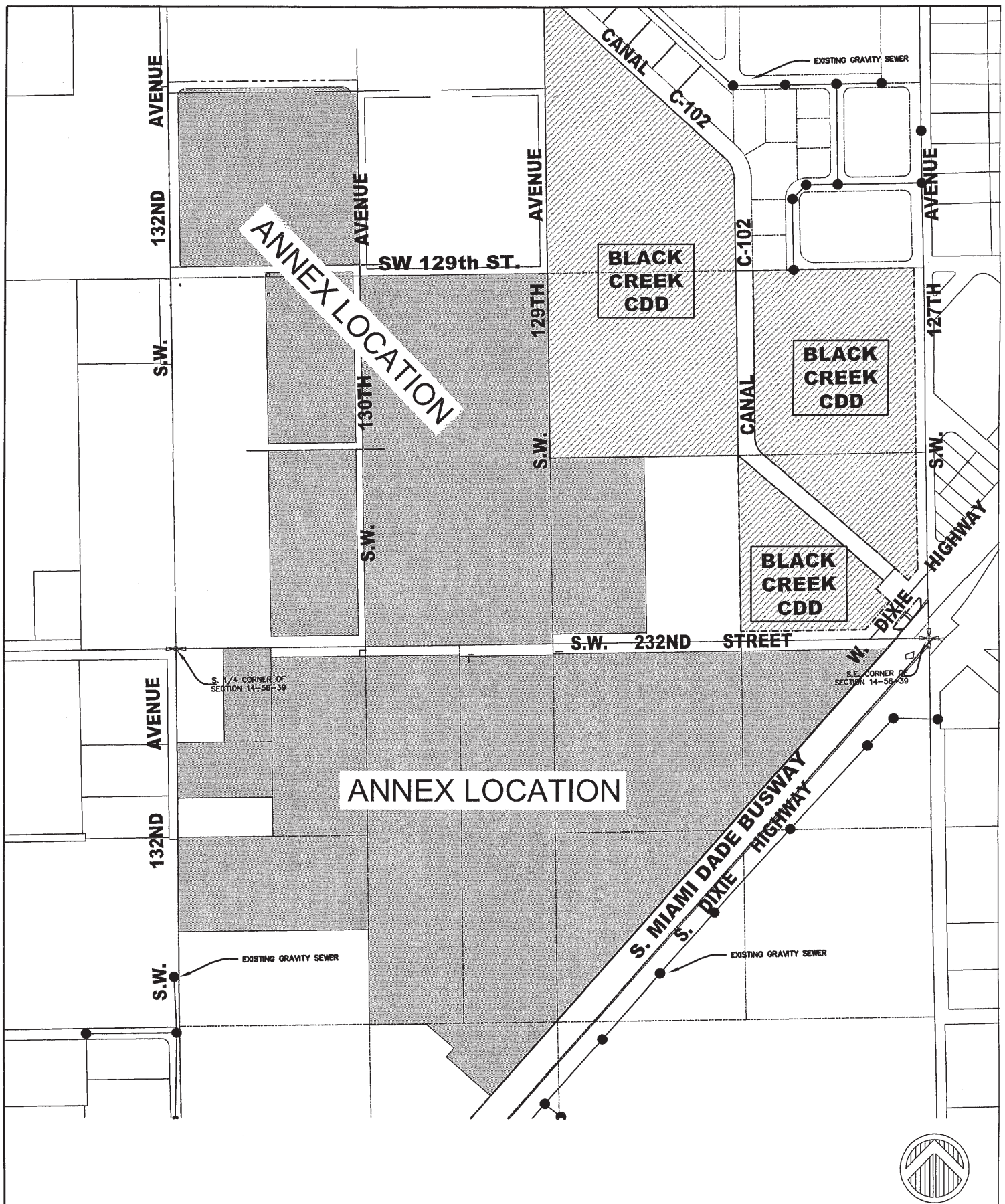


FORD ENGINEERS, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 DORAL, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

PROJECT: BLACK CREEK CDD ANNEX
 SHEET NAME: DRAINAGE OUTFALL LOCATIONS
 PREPARED FOR: BLACK CREEK CDD
 MIAMI-DADE COUNTY, FL

PROJ. No: 88 18-016 DATE: 11-25-19 SCALE: 1" = 300'

EXHIBIT:



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

PROJECT:	BLACK CREEK CDD ANNEX		
SHEET NAME:	EXISTING ADJACENT GRAVITY SEWER		
PREPARED FOR:	BLACK CREEK CDD		
	MIAMI-DADE COUNTY, FL		
PROJECT NO:	18-016	DATE:	11-25-19
89		SCALE:	1" = 300'
		EXHIBIT:	

"EXHIBIT B to the Ordinance"

Legal Description

PARCEL 1:

The North 1/2, less the West 154.52 feet, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4, less the East 25 feet in Section 14, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida

PARCEL 2:

The West 154.52 feet of the North 1/2 of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 and the South 1/2, less the East 25 feet for road, of the East 1/2 of the Southwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 14, Township 56 South, Range 39 East, and less any portion lying on a road right of way for SW 232nd Street, lying and being in Miami-Dade County, Florida.

PARCEL 3:

The West 1/2 of the SW 1/4 of the SE 1/4 of the SE 1/4, LESS the South 35 feet thereof for roadway purposes, of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 4

The East 1/2 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 5:

The NE 1/4 of the NE 1/4 of the NE 1/4, LESS North 35 feet thereof for Roadway Purposes, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 6:

The NW 1/4 of the NE 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes, and the SW 1/4 of the NE 1/4 of the NE 1/4, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the East 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 40 feet thereof for Roadway Purposes, of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 7:

The West 1/2 of the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the East 1/2 of the NW 1/4 of the NE 1/4, LESS the North 35 feet thereof for Roadway Purposes and the North 1/2 of the SW 1/4 of the NW 1/4 of the NE 1/4 and the NE 1/4 of the SW 1/4 of the NE 1/4 lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor and the North 198 feet of the South 1/2 of the West 1/2 of the NW 1/4 of the NE 1/4 and the East 1/2 of the NW 1/4 of the NW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida.

LESS THE FOLLOWING DESCRIBED PARCEL OF LAND:

A portion of the NE 1/4 of the SW 1/4 of the NE 1/4 of Section 23, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Westerly of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor, being more particularly described as follows: Commence at the Southwest corner of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23; thence run N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 25.00 feet to a point on the North right of way line of SW 238 Street, said point also being the Point of Beginning; thence continue N00°36'45"W along the West line of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23 for 649.11 feet; thence run N89°23'15"E for 202.81 feet; thence run S48°40'59"E for 130.00 feet; thence run S41°19'01"W for 43.00 feet; thence run S48°40'59"E for 210.44 feet to a point on the Westerly right of way line of the Florida East Coast Railway Right of Way, now known as the South Dade Transportation Corridor; thence run S41°19'01"W along the last described line for 523.37 feet to a point on the North line of the South 25 feet of the NE 1/4 of the SW 1/4 of the NE 1/4 of said Section 23, said line also being the North right of way line of SW 238 Street; thence run S89°11'13"W along the last described line for 77.61 feet to the Point of Beginning.

PARCEL 8:

The SW 1/4 of the NW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the West 35 feet thereof for right-of-way, lying and being in Miami-Dade County, Florida;

LESS AND EXCEPT:

The North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14, LESS the West 35 feet thereof; and

The North 49.79 feet of the East 25 feet, LESS the North 25 feet thereof, of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southeast, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the East Line of the West 35 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14; and

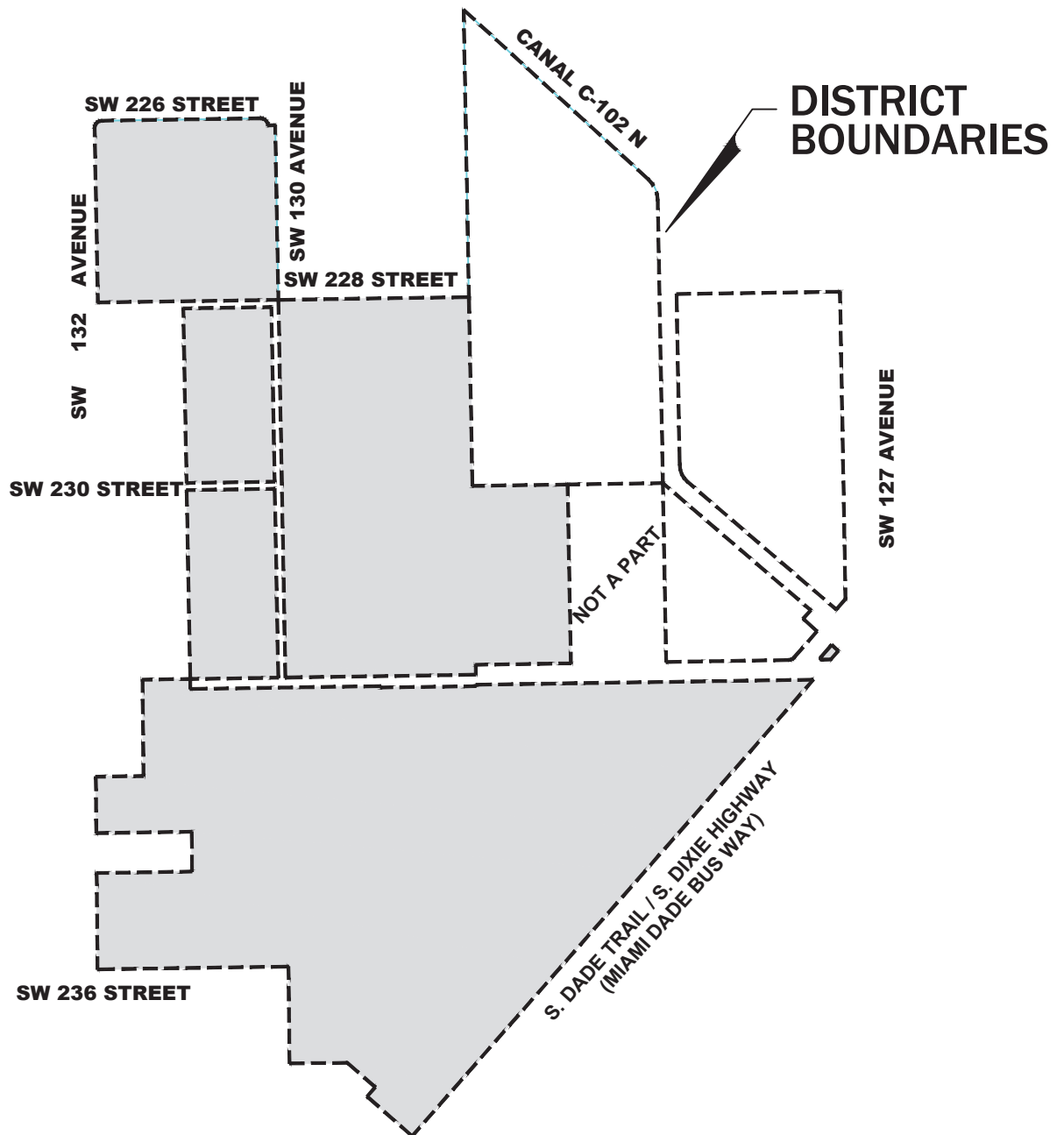
The external area of a circular curve, formed by a 25 foot radius arc, concave to the Southwest, being tangent to the South Line of the North 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14 and tangent to the West Line of the East 25 feet of the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4 of said Section 14.

PARCEL 9:

The East 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 14, Township 56 South, Range 39 East, less the North 25 feet, the South 25 feet and the East 25 feet thereof for the right-of-way, lying and being in Miami-Dade County, Florida.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



BLACK CREEK CDD EXPANSION

COMMUNITY DEVELOPMENT DISTRICT

 SHADING DENOTES AREAS TO BE EXPANDED.

(COMM. 0008)
SECTION: 14-56-39

EXHIBIT 3 TO THE PETITION
(Boundaries and Geographical Location Sketch)