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

Memorandum

(Public Hearing 1-19-22)

Date: November 16, 2021

Agenda Item No. 5(G)

To: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Ordinance No. 22-3

Subject: Ordinance Creating the Bauer Drive Community Development District

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance creating the Bauer Drive Community Development District (CDD) in 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 Bauer Drive CDD is located within Commission District 8, represented by Commissioner Danielle Cohen Higgins, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the Bauer Drive 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 creation of the Bauer Drive CDD, pursuant to the procedures and factors set forth in section 190.005, 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 both public and private roads that are to be maintained by a Homeowners' Association (HOA) or the Bauer Drive CDD. A Special Taxing District named Down South Multipurpose Maintenance and Street Lighting Special Taxing District was created on October 10, 2006, pursuant to Ordinance number 06-140, to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the district.

Delegation of Authority
This Ordinance does not delegate any authority to the County Mayor or designee.

Background
Lennar Homes LLC., ("Petitioner"), the owner of the Bauer Drive Development, has filed an application to create the Bauer Drive CDD in connection with said development. The Bauer Drive Development is a proposed 13.85 acre residential development lying wholly within the County, in an area bounded by theoretical SW 148 Avenue on the east, Canal C-103 N on the south, theoretical SW 149 Avenue on the west, and SW 264 Street (Bauer Drive) on the north. The Bauer Drive CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Bauer Drive CDD. The development plan for the lands within the proposed Bauer Drive CDD includes construction of 105 residential townhome units with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately $5.030 million. This development has private roads that are to be maintained by an HOA or the Bauer Drive CDD. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioner. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of $15,000.00 to the County and will pay an additional $15,000.00 for future advertising costs according to State Statute.

A declaration of restrictive covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, 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 Bauer Drive 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.

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.

Jimmy Morales
Chief Operations Officer

MEMORANDUM
(Revised)

TO: Honorable Chairman Jose "Pepe" Diaz
and Members, Board of County Commissioners

DATE: January 19, 2022

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(G)

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(G)
1-19-22

ORDINANCE NO. 22-3

ORDINANCE GRANTING PETITION OF LENNAR HOMES LLC., FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY SW 264 STREET (BAUER DRIVE), ON THE EAST BY THEORETICAL SW 148 AVENUE, ON THE SOUTH BY CANAL C-103 N, AND ON THE WEST BY THEORETICAL SW 149 AVENUE; CREATING AND ESTABLISHING BAUER DRIVE COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFFERED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

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

WHEREAS, Lennar Homes LLC., a Florida Company ("Petitioner") has petitioned for the establishment of the Bauer Drive Community Development District ("District"); and

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

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

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

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

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

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

WHEREAS, the proposed services and facilities to be provided by the District will be compatible 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 is amenable to separate special district government; and

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

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

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

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

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

Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on September 30, 2021, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit A.

Section 3. The external boundaries of the District shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated as Exhibit C.

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

Maria Carolina Herrera.

Teresa Amaris Baluja

Vanessa Perez

Raisa Krause

Yadira Monzon

Section 5. The name of the District shall be the "Bauer Drive Community Development District."

Section 6. The District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to section 190.005(2)(d), Florida Statutes, the charter for the Bauer Drive Community Development District shall be sections 190.006 through 190.041, Florida Statutes.

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

Section 9. The Board of County Commissioners hereby grants to the District the special powers authorized pursuant to section 190.012(1), Florida Statutes and sections

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

Section 10. All bonds issued by the District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Board of County Commissioners.

Section 12. Notwithstanding any power granted to the District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts the Declaration of Restrictive Covenants proffered by the owner of the lands within the jurisdiction of the District, in connection with the petition submitted by the Petitioner and approved herein.

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

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

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

PASSED AND ADOPTED: January 19, 2022

Approved by County Attorney as to form and legal sufficiency: GKS for GBK

Prepared by: MJM

Michael J. Mastrucci

"EXHIBIT A to the Ordinance"

PETITION TO CREATE BAUER DRIVE
COMMUNITY DEVELOPMENT DISTRICT

Dated: October 1, 2021

Memorandum

Date: October 01, 2021

To: Melissa Adames, Division Chief
Office of the Clerk of the Board
Attn: Keith Knowles

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

Subject: Bauer Drive Community Development District – Creation

---

The attached petition was submitted by Bauer Drive 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 October 01, 2021.

Attachment

c: Jimmy Morales
Chief Operating Officer

PETITION TO ESTABLISH
BAUER DRIVE
COMMUNITY DEVELOPMENT DISTRICT

July, 2021

PETITION TO ESTABLISH BAUER DRIVE COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Lennar Homes, LLC ("Petitioner"), petitions Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Community Development District (the "District") and to designate the land area for which the District would manage and finance basic services delivery and states as follows:

1. **Petitioner and Authorized Agent:** Petitioner is a Florida limited liability company, which has principal offices at 700 N.W. 107 Avenue, Suite 400, Miami, Florida 33172. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioners:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@bclmr.com

2. **District Location and Description:** The land area to be included in the District comprises approximately 13.85+/- gross acres. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed District is located in unincorporated Miami-Dade County, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Impact:** All property within the boundaries of the District will be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally

affecting anyone outside the District. In addition, any potential establishment costs to Miami-Dade County, the establishing entity, will be nominal.

4. **Property Owners Consent:** Attached hereto as **Exhibit 3** is documentation constituting written consent to the establishment of the District by the owner of the real property to be included in and serviced by the District.

5. **Initial Governing Board:** The five (5) persons designated to serve as the initial members of the board of supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes, are named in **Exhibit 4** attached hereto.

6. **District Name:** The proposed name of the District is Bauer Drive Community Development District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 6** and **7**, respectively.

Petitioner intends that the District will finance (i) roadway improvements, (ii) stormwater management system, (iii) water distribution system, and (iv) wastewater collection system. The stormwater management system and roadways will be owned and maintained by the District. The water distribution and the wastewater collection systems will be owned and maintained by Miami-Dade County.

8. Land Use: The land within the District is currently zoned Naranja Community Urban Center District (NCUCD), Residential Land Use, attached hereto as **Exhibit 8.** The proposed residential land uses for the District are consistent with the state comprehensive plan and Miami-Dade County Comprehensive Plan.

9. **Statement of Estimated Regulatory Costs:** The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as **Exhibit 9**.

10. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes.

11. **Declaration of Restrictive Covenants:** Attached hereto as **Exhibit 10** is a copy of Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowners.

12. **Disclosure Requirements:** Petitioner undertakes on behalf of the District that Petitioner and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

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

14. **Reasons for the Establishment of the District:** The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

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

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 28th day of May, 2021.

Lennar Homes, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: VP of Finance

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization, this 28 day of May, 2021, by Greg McPherson, the VP of Finance, of Lennar Homes, LLC, a Florida limited liability company, who is personally known to me [ ] or produced _____ as identification.

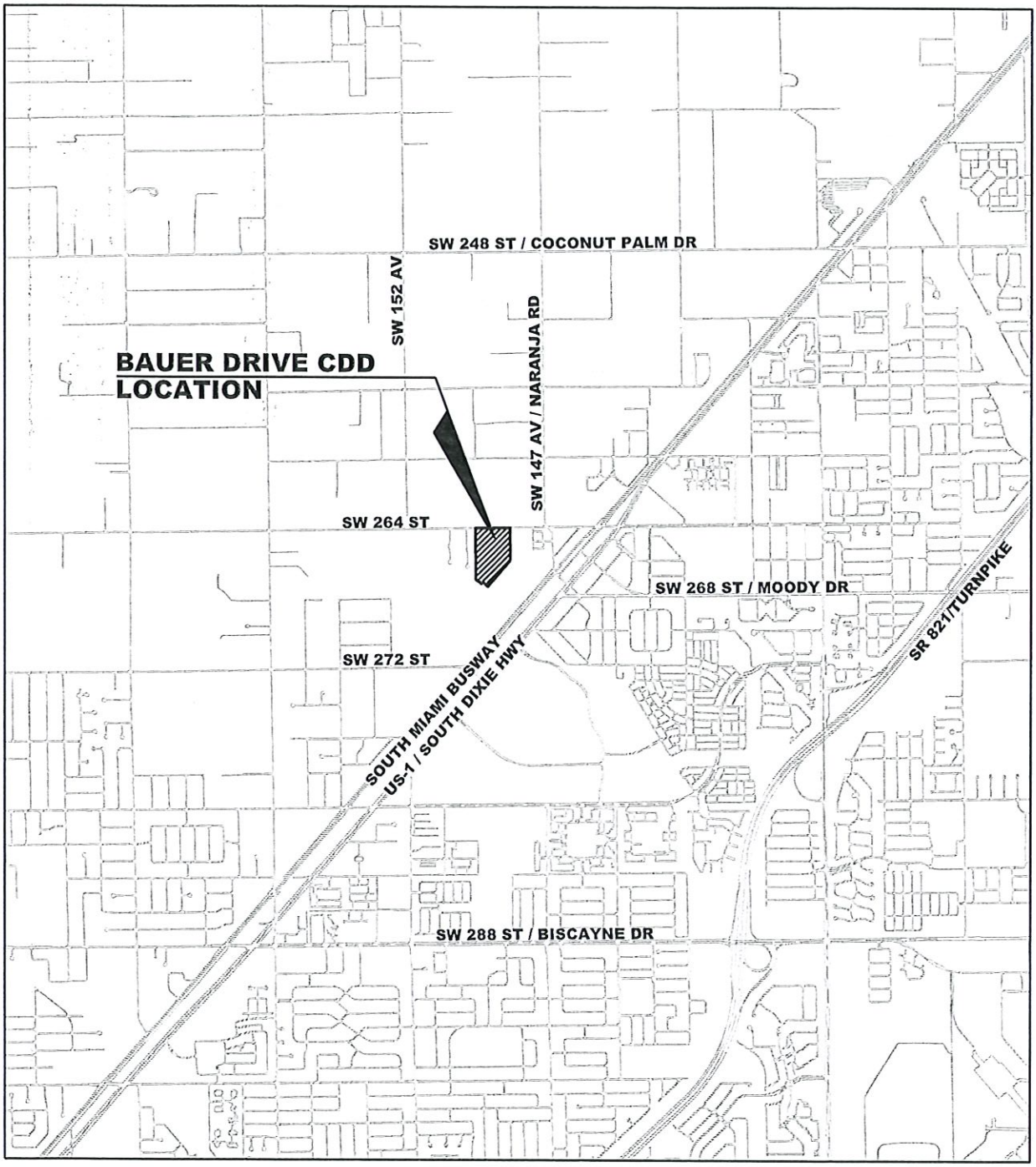
_____
Notary Public

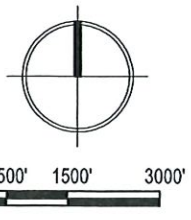
Natalia Grosman
Typed, printed or stamped name of Notary Public

NATALIA GROSMAN
MY COMMISSION # HH 070362
EXPIRES: January 30, 2025
Bonded Thru Notary Public Underwriters

EXHIBIT 1

LOCATION





ALVAREZ ENGINEERS, INC.

BAUER DRIVE CDD
LOCATION MAP

EXHIBIT 1

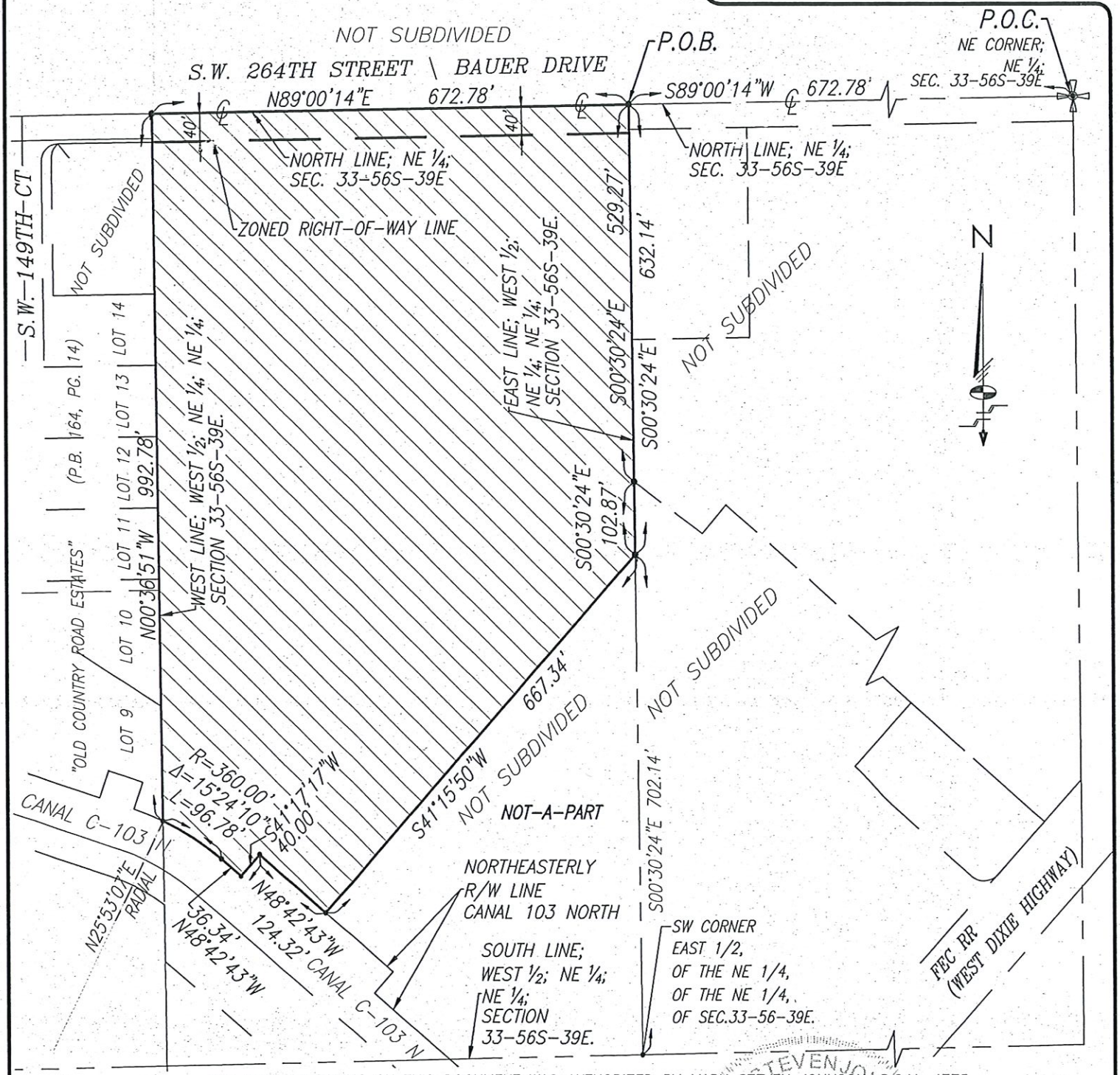
5/12/2021 P:\210403 - Down South CDD\006 CADD\EXHIBIT-01.dgn

EXHIBIT 2

METES AND BOUNDS DESCRIPTION

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

A PORTION OF SECTION 33-56S-39E, MIAMI-DADE COUNTY, FLORIDA.



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775

SCALE 1"=200'

SHEET 1 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.

LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025

PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 213529

DATE: APRIL 28, 2021

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

Mark S Johnson

K:\335639\NARANJA DOWN SOUTH SITE\SKETCH AND LEGALS\AJ 6037 WEST HALF NE QTR NE QTR SEC 33 (NARANJA DOWN SOUTH SITE) (BOUNDARY).DWG

LEGAL DESCRIPTION
TO ACCOMPANY SKETCH

LEGAL DESCRIPTION:

A PORTION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHEASTERLY OF CANAL 103 NORTH AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST; THENCE SOUTH 89 DEGREES 00 MINUTES 14 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 33 FOR A DISTANCE OF 672.78 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; SAID POINT OF INTERSECTION ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 00 DEGREES 30 MINUTES 24 SECONDS EAST ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33 FOR 529.27 FEET; THENCE CONTINUE SOUTH 00 DEGREES 30 MINUTES 24 SECONDS EAST FOR 102.87 FEET; THENCE SOUTH 41 DEGREES 15 MINUTES 50 SECONDS WEST FOR 667.34 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF CANAL 103 NORTH; THENCE NORTH 48 DEGREES 42 MINUTES 43 SECONDS WEST FOR A DISTANCE OF 124.32 FEET; THENCE SOUTH 41 DEGREES 17 MINUTES 17 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, FOR 40.00 FEET; THENCE NORTH 48 DEGREES 42 MINUTES 43 SECONDS WEST, PERPENDICULAR TO THE LAST DESCRIBED COURSE, FOR 36.34 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 360.00 FEET; THENCE NORTHWESTERLY ALONG SAID CIRCULAR CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 15 DEGREES 24 MINUTES 10 SECONDS FOR AN ARC DISTANCE OF 96.78 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33; LAST FOUR DESCRIBED COURSES LYING ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF CANAL 103 NORTH; THENCE NORTH 00 DEGREES 36 MINUTES 51 SECONDS WEST ALONG SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 33, FOR 992.78 FEET TO A POINT OF INTERSECTION WITH SAID NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 33; THENCE NORTH 89 DEGREES 00 MINUTES 14 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 33 FOR A DISTANCE OF 672.78 FEET TO THE POINT OF BEGINNING.

NOTES:

1) THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N89°00'14"E ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 33, TOWNSHIP 56 SOUTH, RANGE 39 EAST.
2) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
3) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
4) AREA OF THE PROPERTY DESCRIBED HEREON = ± 630,424 SQ. FT. (± 14.473 ACRES).
   AREA POST RIGHT-OF-WAY DEDICATION = ± 603,514 SQ. FT. (± 13.855 ACRES)

LEGEND:

P.B.	DENOTES PLAT BOOK	P.O.C.	DENOTES POINT OF COMMENCEMENT
PG.	DENOTES PAGE	P.O.B.	DENOTES POINT OF BEGINNING
℄	DENOTES CENTERLINE		DENOTES SUBJECT PARCEL
Δ	DENOTES CENTRAL ANGLE		
R	DENOTES RADIUS		
L	DENOTES ARC DISTANCE		

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY MARK STEVEN JOHNSON, P.S.M. 4775 SHEET 2 OF 2 SHEETS

Schwebke-Shiskin & Associates, Inc.
LAND SURVEYORS-ENGINEERS-LAND PLANNERS - 3240 CORPORATE WAY-MIRAMAR, FL 33025
PHONE No.(954)435-7010 FAX No. (954)438-3288

ORDER NO. 213529
DATE: APRIL 28, 2021
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

K:\335639\NARANJA DOWN SOUTH SITE\SKETCH AND LEGALS\AJ 6037 WEST HALF NE QTR NE QTR SEC 33 (NARANJA DOWN SOUTH SITE) (BOUNDARY).DWG

EXHIBIT 3

AFFIDAVIT OF OWNERSHIP AND CONSENT OF BAUER DRIVE COMMUNITY DEVELOPMENT DISTRICT

On this 15 day of September 2021, personally appeared before me, Greg McPherson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of Lennar Homes, LLC, a Florida limited liability company (the "Owner").

2. The Owner is the owner 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 Owner, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Bauer Drive Community Development District (the "Proposed CDD").

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

5. Affiant, on behalf of the Owner, hereby consents to the establishment of the Proposed CDD.

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of September, 2021, by Greg McPherson, as Vice President of Lennar Homes, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification.

ALANA FERNANDEZ
MY COMMISSION EXPIRES JUNE 28, 2025
#HH 131172
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

_____
Notary Public
Alana Fernandez
Typed, printed or stamped name of Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A portion of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Northeasterly of Canal 103 North and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East; thence South 89 degrees 00 minutes 14 seconds West along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to a point of intersection with the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; said point of intersection also being the Point of Beginning; thence South 00 degrees 30 minutes 24 seconds East along the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33 for 529.27 feet; thence continue South 00 degrees 30 minutes 24 seconds East for 102.87 feet; thence South 41 degrees 15 minutes 50 seconds West for 667.34 feet to a point on the Northeasterly Right of Way line of Canal 103 North; thence North 48 degrees 42 minutes 43 seconds West for a distance of 124.32 feet; thence South 41 degrees 17 minutes 17 seconds West, perpendicular to the last described course, for 40.00 feet; thence North 48 degrees 42 minutes 43 seconds West, perpendicular to the last described course, for 36.34 feet to a point of curvature of a circular curve, concave southwesterly and having a radius of 360.00 feet; thence northwesterly along said circular curve to the left through a central angle of 15 Degrees 24 Minutes 10 Seconds for an arc distance of 96.78 feet to a point of intersection with the West line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; last four described courses lying along said Northeasterly Right of Way line of Canal 103 North; thence North 00 degrees 36 minutes 51 seconds West along said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, for 992.78 feet to a point of intersection with said North line of the Northeast 1/4 of Section 33; thence North 89 degrees 00 minutes 14 seconds East along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to the Point of Beginning.

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Maria Carolina Herrera
Teresa Amaris Baluja
Vanessa Perez
Raisa Krause
Yadira Monzon

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

Maria Carolina Herrera
Senior Land Acquisition Manager
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

SUMMARY:
Specialties:
Land Acquisition, Legal Settlements and Contracts, Industry Advocate, Property Management, Real Estate.

Current Employment:

Lennar Homes
Vice President of Property Management SE Division — 2004-2013
Real Estate industry, Property Management, Contracts

Lennar Homes
Senior Land Acquisition Manager SE Division — 2013 - 2018
Real Estate industry, Property Management, Contracts

Lennar Homes
Director of Land Operations SE Division — 2018 -Present
Real Estate industry, Property Management, Contracts

Education:

University of Miami- School of Business — 2008-2009
MBA

Universidad del Rosario-Law School — 1997-2002
Attorney,
Bogota, Colombia

Additional Information:
Builder Association of South Florida- Board Member

Teresa Amaris Baluja
Vice President of Community Management for
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2080

Current Employment:

Lennar Homes HOA Manager for SE Region Real Estate Industry, Property Management, Contracts	2007-2013
Lennar Homes Director of Property Management for SE Region Real Estate Industry, Property Management, Contracts	2013 – 2020
Lennar Homes Vice President of Community Management for SE Region. Real Estate Industry, Property Management, Contracts.	2020 – Present

Education:

FIU- Bachelors in Elementary Education	2006
CAM License (Current)	2010

VANESSA PEREZ

730 NW 107 AVE, Miami, FL, 33172
786-810 8233| Vanessa.Perez@Lennar.com

EMPLOYMENT

2019-Present	Property Manager, *Lennar Homes Southeast Florida Division*
2017-2019	Community Coordinator, *Lennar Homes Southeast Florida Division*
2016-2017	Accounts Payable Clerk, *Lennar Homes Southeast Florida Division*
2015-2016	Receptionist, *Lennar Homes Southeast Florida Division*

EDUCATION

2008	Certified Medical Billing & Coding , NST

Yadira Monzon
19656 SW 119 PL Miami, FL 33177
Phone: 786-516-6647
E-mail: yadira5736@hotmail.com

Education

Florida International University (FIU) — Miami, FL
Master of Business Administration — May 2014 - Present

Florida International University (FIU) — Miami, FL
Bachelor of Accounting — January 2011 - December 2013
Dean's List

Miami Dade College (MDC) — Homestead, FL
Associate in Arts — May 2007 - Dec 2010
Accounting

Work Experience

Lennar Homes — Miami, FL
Sr. Staff Accountant — January 2017 – Present

- Manage multiple accounts like G&A, revenue, account receivables and cash
- Analyze a wide range of financial documents to find discrepancies
- Help manager with financial modeling and forecasting
- Perform comprehensive variance analysis and determine root-cause for each significant variance
- Assist with monthly and year-end closings

Lennar Homes — Miami, FL
Property Manager — July 2013 – January 2017

- Supervised a portfolio of about 15 communities
- Analyzed advantages and disadvantages of alternative solutions to problems
- Developed and maintained an effective ongoing residents relations plan
- Ensured property improvement and other construction related projects are completed on time
- Budgeted to Actual Variance Analysis
- Assisted with the startup process of communities with Homeowners Association

Volunteer Experience

- Volunteer Income Tax Assistance and Tax Counseling for the Elderly (VITA/TCE) Program

Other

Languages: Spanish and English (including technical financial terms). Excellent verbal and writing communication skills
Computer skills: Power Point, Microsoft Word, Access, and with advance knowledge in Excel
Software programs: JDE Edwards, Peachtree and QuickBooks knowledge

Raisa Krause
Property Manager at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2069

Employment:

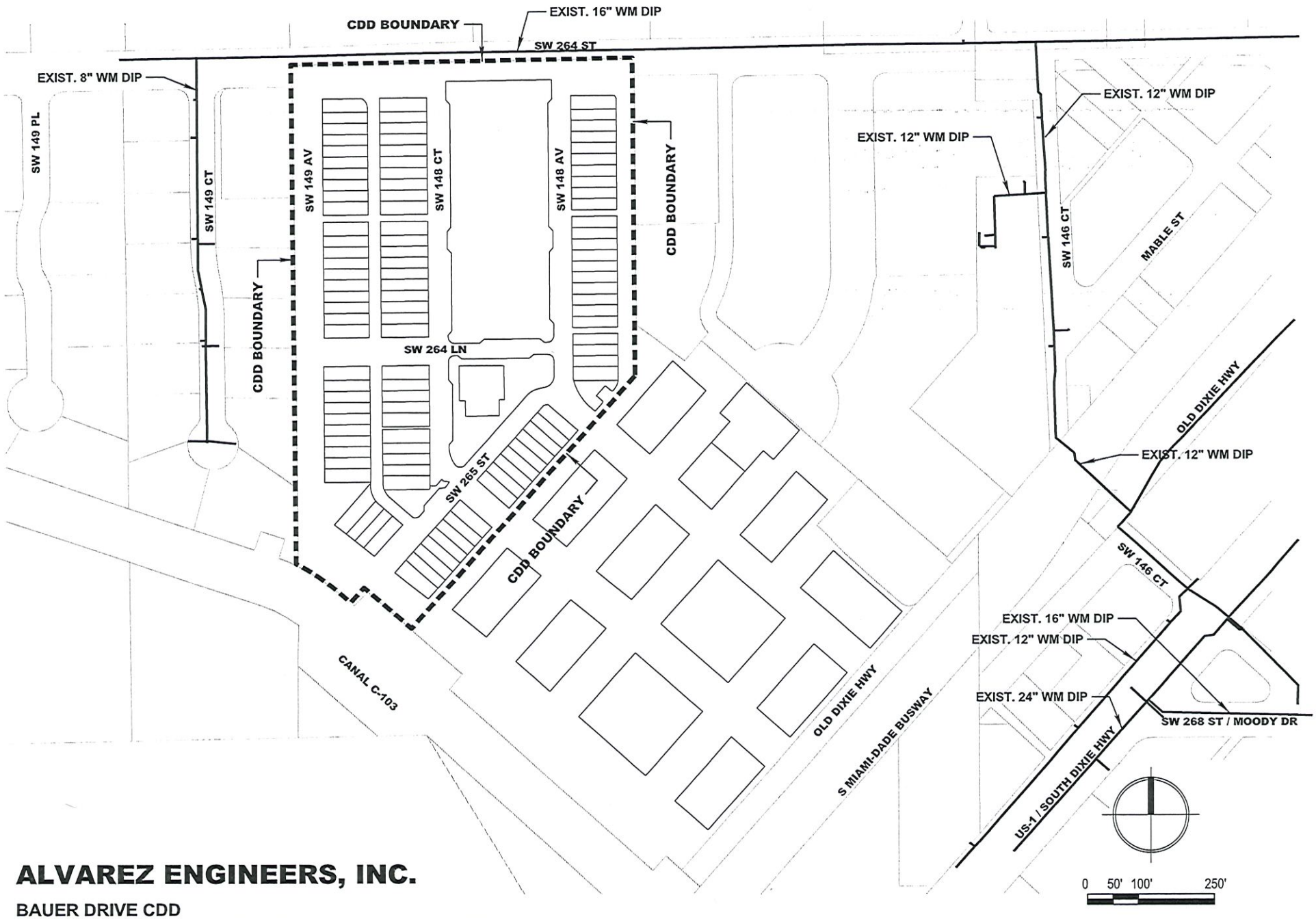
Lennar Homes Property Manager Miami Dade and Broward	2015- Present
Tan V Tanning District Manager	2009-2014

Education:

FIU- Bachelors in Marketing	2011
CAM License (Current)	2016

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS



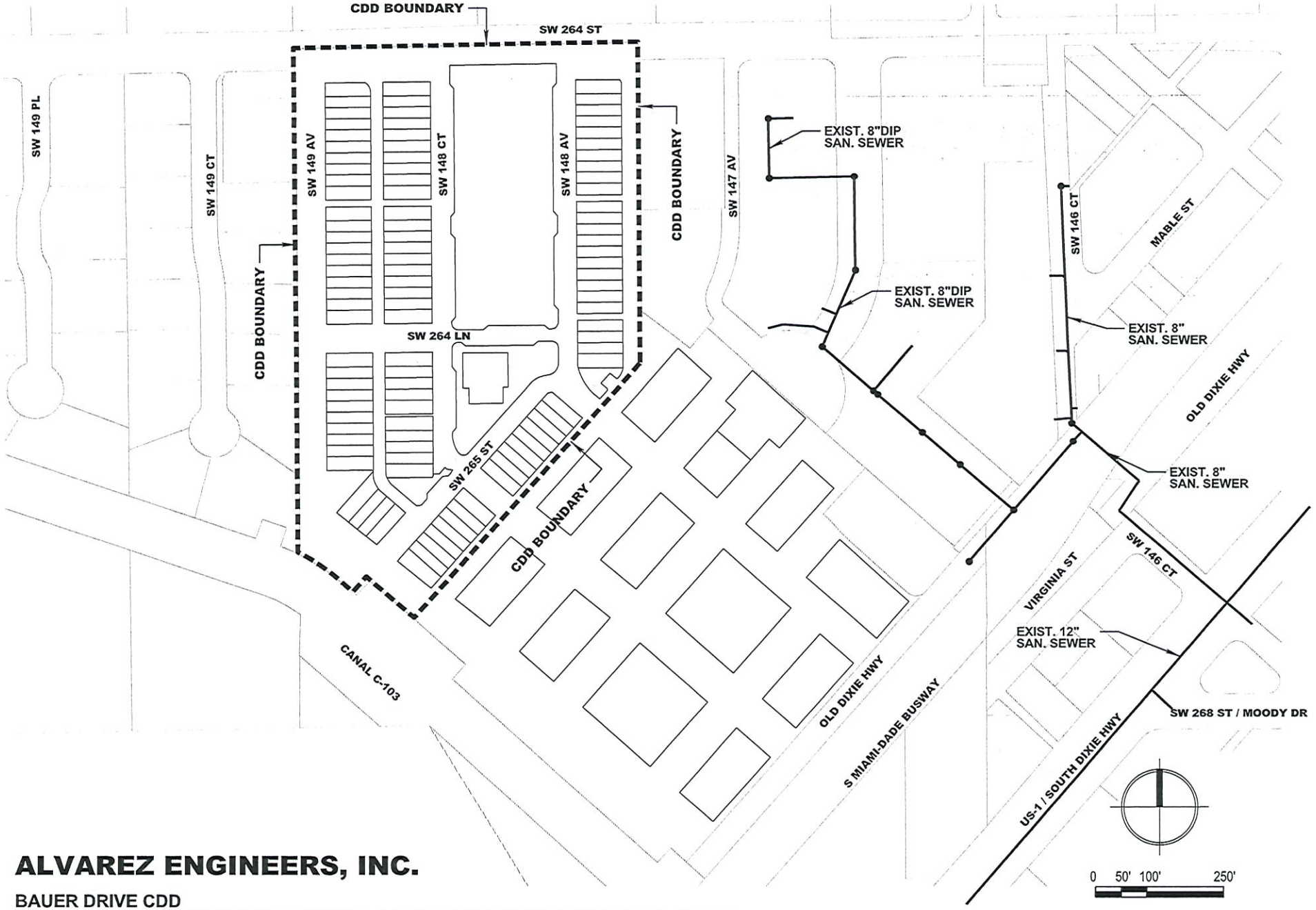
ALVAREZ ENGINEERS, INC.

BAUER DRIVE CDD

EXISTING WATER MAIN ADJACENT TO THE CDD SITE

EXHIBIT 2

5/12/2021 P:\210403 - Down South CDD\006 CADD\EXHIBIT-02.dgn



ALVAREZ ENGINEERS, INC.

BAUER DRIVE CDD

EXISTING SANITARY SEWER ADJACENT TO THE CDD SITE

EXHIBIT 3

5/12/2021 P:\210403 - Down South CDD\006 CADD\EXHIBIT-03.dgn

EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	Start Date	Completion Date
Roadway Improvements	January, 2022	May, 2022
Stormwater Management System	December, 2021	April, 2022
Water Distribution System	November, 2021	March, 2022
Wastewater Collection System	October, 2021	January, 2022

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

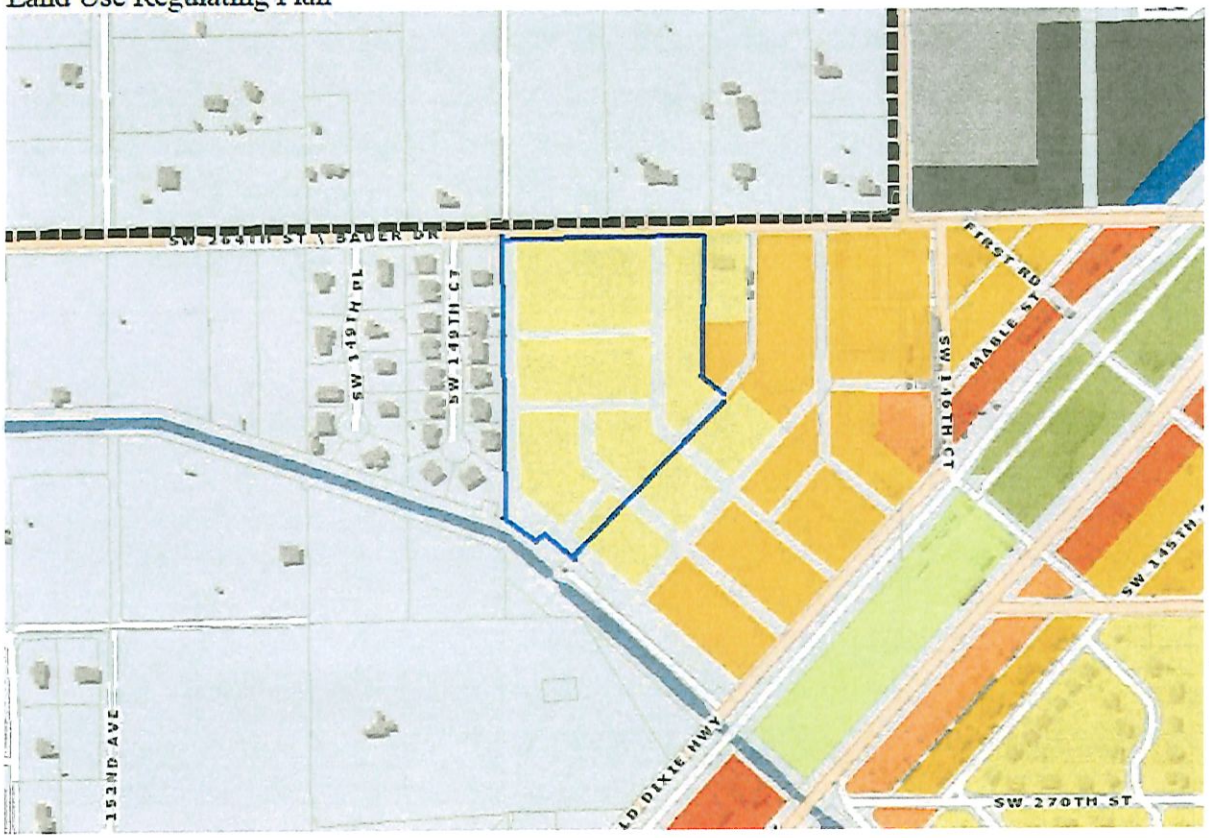
	Costs:
Roadway Improvements	$2,632,000
Stormwater Management System	$ 780,000
Water Distribution System	$ 498,000
Wastewater Collection System	$1,120,000
Total Estimated Costs:	**$5,030,000**

EXHIBIT 8

LAND USE

The Land Use Regulating Plan for the NCUCD indicates that the Property, generally outlined in blue below, is in an area designated "R" (Residential).

Land Use Regulating Plan



Approved: _____ Mayor

Veto: _____

Override: _____

RESOLUTION NO. Z-13-05

WHEREAS, THE DIRECTOR OF THE DEPARTMENT OF PLANNING & ZONING applied for the following:

AU, BU-1, BU-1A, BU-2, BU-3, EU-M, GU, IU-1, IU-3, IU-C, RU-1, RU-2, RU-3, RU-3M, RU-4A, RU-4L, RU-5A & RU-TH TO NCUCD

SUBJECT PROPERTY: Begin at the Northeast corner of the SE ¼ of Section 27, Township 56 South, Range 39 East; thence west along the centerline of S.W. 256 Street for a distance of 1,877'± to the centerline of State Highway #5; thence SW/ly along the centerline of State Highway #5 for 285'± to a point; thence N47°04'12"W for 300'± to the centerline of S.W. 256 Street; thence west along S.W. 256 Street center for 1,600'±; thence S40°34'07"W for 2,380'± to theoretical W/ly right-of-way of S.W. 147 Avenue; thence south along the theoretical W/ly right-of-way of S.W. 147 Avenue for 850'± to the N/ly right-of-way of S.W. 246 Street; thence west along the N/ly line of S.W. 264 Street for 1,287'± to the theoretical centerline of S.W. 149 Avenue; thence south along S.W. 149 Avenue for 1,030'± to the N/ly right-of-way of Canal C-103 north; thence SE/ly along the north line of the canal for 2,450'± to the centerline of S.W. 272 Street; thence east along S.W. 272 Street centerline for 2,340'± to the centerline of S.W. 142 Avenue; thence north along S.W. 142 Avenue for 682'± to the centerline of S.W. 270 Street; thence east for 1,050'± to the W/ly line of the FEC easement; thence SE/ly along the west line of the FEC easement 895'± to the centerline of S.W. 272 Street; thence east 1,080'± to S.W. 137 Avenue; thence north along S.W. 137 Avenue for a distance of 5,280'± to the Point of beginning.

LOCATION: South of S.W. 256 Street, north of S.W. 272 Street, west of S.W. 137 Avenue & east of S.W. 149 Avenue; Southeast of the Urban Development Boundary Line & Northeast of Canal C103N, Miami-Dade County, Florida, and

WHEREAS, a public hearing of the Board of County Commissioners was advertised and held, as required by the Zoning Procedure Ordinance, and all interested parties concerned in the matter were given an opportunity to be heard, and

WHEREAS, this Board has been advised that the subject application has been reviewed for compliance with concurrency requirements for levels of services and, at this stage of the request, the same was found to comply with the requirements, and

WHEREAS, upon due and proper consideration having been given to the matter it is the opinion of this Board that the requested district boundary change to NCUCD would be compatible with the neighborhood and area concerned and would not be in conflict with the principle and intent of the plan for the development of Miami-Dade County, Florida, and should be approved, and

WHEREAS, a motion approve the application was offered by Commissioner Katy Sorenson, seconded by Commissioner Dorrin D. Rolle, and upon a poll of the members present the vote was as follows:

Bruno A. Barreiro	aye	Dennis C. Moss	aye
Dr. Barbara M. Carey-Shuler	absent	Dorrin D. Rolle	aye
Jose "Pepe" Diaz	aye	Natacha Seijas	absent
Carlos A. Gimmenez	absent	Katy Sorenson	aye
Sally A. Heyman	aye	Rebecca Sosa	absent
Barbara J. Jordan	aye	Sen. Javier D. Souto	absent

Chairperson Joe A. Martinez absent

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Miami-Dade County, Florida, that the requested district boundary change to NCUCD be and the same is hereby approved.

BE IT FURTHER RESOLVED, notice is hereby given to the applicant that the request herein constitutes an initial development order and does not constitute a final development order and that one, or more, concurrency determinations will subsequently be required before development will be permitted.

The Director is hereby authorized to make the necessary changes and notations upon the maps and records of the Miami-Dade County Department of Planning and Zoning.

THIS RESOLUTION HAS BEEN DULY PASSED AND ADOPTED this 19th day of May, 2005, and shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

No. 05-5-CC-2
ej

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida
By _____
Deputy Clerk

THIS RESOLUTION WAS TRANSMITTED TO THE CLERK OF THE BOARD OF COUNTY COMMISSIONERS ON THE 2ND DAY OF JUNE, 2005.

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

I, Deputy Clerk's Name, as Deputy Clerk for the Miami-Dade County Department of Planning and Zoning as designated by the Director of the Miami-Dade County Department of Planning and Zoning and Ex-Officio Secretary of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of Resolution No. Z-13-05 adopted by said Board of County Commissioners at its meeting held on the 19th day of May, 2005.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this the 2nd day of June, 2005.

Earl Jones, Deputy Clerk (3230)
Miami-Dade County Department of Planning and Zoning

SEAL



EXHIBIT 9

STATEMENT OF ESTIMATED REGULATORY COSTS

STATEMENT OF ESTIMATED REGULATORY COSTS
Bauer Drive Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs ("SERC") supports the petition to form the Bauer Drive Community Development District ("District" or "CDD") and other affiliated and participating companies ("Petitioner") are planning a 13.85+/- acre residential community, ("Project"), located south of SW 264 Street, north of Canal C-103, east of theoretical SW 149 Avenue and west of SW 146 Court in unincorporated Miami-Dade County ("County") Florida.

The District will provide community infrastructure that will serve all the land in the proposed District. The District plans to provide community infrastructure including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, and roadway improvements (the "Infrastructure"). The District plans to finance the Infrastructure by issuing bonds ("Bonds") secured by, among other things, proceeds of non-ad valorem special assessments (the "Assessments") levied on land within the District that will specially benefit from the Infrastructure all as discussed more fully below.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), *Fla.Stat.* (governing District formation or alteration) as follows:

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

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, to the 13.85+/- acres comprising the Project. The current development plan for the land contained in the District is shown in Table 1 below. These plans are subject to change as market conditions may dictate in the future.

Table 1. Bauer Drive Community Development District
Development Program

Land Uses	*Number of units*
Townhomes	105

1.3 Requirements for Statement of Estimated Regulatory Costs.

Section 120.541(2), F.S., defines the elements 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 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 agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(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, and any other costs necessary to comply with the rule.

(e) 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, *Fla.Stat.* The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

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

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a)[of Section 120.541, *Fla. Stat.*] 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, 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) 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 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 establishment/creation of the District will meet any of the triggers in Section 120.541(2)(a), *Fla. Stat.* The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

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

As noted above, the proposed District will provide Infrastructure and related services to the 13.85+/- acres of land planned for the Project as outlined in Table 1. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for Infrastructure and operation and maintenance expenses incurred by the District. Based on the current development program the following entities and individuals would be affected by the formation of the District: the owners and occupants of the residential units within the District.

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

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres. Therefore, the County will review and act upon the petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the State and its various departments to process the additional filings from the District are very low, since the State routinely processes filings from over 500 similar

districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County

This petition to establish the District will require the County to review the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission. The boundaries of the District are located within unincorporated Miami-Dade County.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the City and County already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioners will pay all statutorily prescribed filing fees.

The County will incur only a small additional annual cost if this petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries. The District will provide the County with its budget each year, but no County action is required.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide 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 to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other unit of local government except the District. By State law, debts of the District are strictly its own responsibility.

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

The District will provide Infrastructure and related services to the land in the District, as outlined in Table 2 below. The District will fund, own, operate and maintain the stormwater management system. The District will also fund the water distribution system, wastewater collection system, and public roadway improvements, all of which will be owned by the County or District, and the County or District will operate and maintain these public infrastructure facilities.

Table 2. Proposed Facilities and Services

Facility	*Funded By*	*O&M By*	*Ownership*
Stormwater Management System	District	District	District
Water Distribution System	District	County	County
Wastewater Collection System	District	County	County
Roadway Improvements	District	District	District

Petitioners have estimated the costs for providing the Improvements as outlined in Table 2, and such costs are shown in Table 3. Total costs for this Infrastructure are estimated to be approximately $5,030,000. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

Table 3. Summary of Estimated Capital Costs for Proposed Bauer Drive Community Development District

Infrastructure	*Total*
Stormwater Management System	$ 780,000
Water Distribution System	$ 498,000
Wastewater Collection System	$1,120,000
Roadway Improvements	$2,632,000
Total	$5,030,000

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bonds. 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.

It is important to note that the various costs outlined in Table 3 are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed. Therefore, these costs are not in addition to normal development costs. Instead, the facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most master planned developments.

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers from marking up the prices of their products

beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new landowners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the District's costs in tradeoff for the benefits that the District provides.

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, or through developer bank loans.

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, F.S.

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

The development is located in unincorporated Miami-Dade County. As of the Census date, the 2020 Census, the County has a population in excess of 75,000 people. Therefore, the proposed District is not located in a County defined as a "small county", according to Section 120.52, Fla. Stat..

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 Petitioner's Engineer and other professionals associated with Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed formation of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a special taxing district under Chapter 189, F.S. This alternative could finance the improvements contemplated in Table 2 in a fashion similar to the proposed District.

However, this alternative is inferior to the District. Unlike the District, the alternative would require the County to continue to administer the Project and its facilities and services. As a result, the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and renters in the District would have a focused

unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other County responsibilities.

Another alternative to the District would be for the developer to provide the Infrastructure and to use a property owners association ("POA") for operation and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE CITE	DATE
Annual Financial Audit	11.45	12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 - Limited Financial Disclosure	112.3144	by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008	sixty (60) days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	When issued

EXHIBIT 10

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name: Address:	Ginger E. Wald 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, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Bauer Drive Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

WHEREAS, other covenants made by Owner includes 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 Owners in support of the Petition will be abided by,

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

1. COVENANTS.

1.1 Public Records Notice of Existence of District

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

1.2 CDD and Purchase Contract Notices

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

> THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF $30,300 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $19,796 FOR TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,010 FOR A TOWNHOME 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 $30,300 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $19,796 FOR TOWNHOME UNIT. IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,010 FOR A TOWNHOME 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 $30,300 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $19,796 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,010 FOR A TOWNHOME 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:

BAUER DRIVE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, BAUER DRIVE 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 BAUER DRIVE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN BAUER DRIVE. A PURCHASER OF PROPERTY IN BAUER DRIVE 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 BAUER DRIVE 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 BAUER DRIVE 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 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, the Down South Multipurpose Maintenance and Street Lighting Special Taxing District (the "STD") was established by Ordinance 06-140 dated October 10, 2006, to maintain the infrastructure serving the Property, including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. The STD will 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 STD and cause the infrastructure to be maintained at the expense

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

2. BENEFITS AND ENFORCEMENT.

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

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

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

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

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

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

Should this Declaration be modified, amended, or released, the County 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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 15th day of September, 2021.

OWNER:

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: Greg McPherson
Title: Vice President

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of September, 2021, by Greg McPherson, as Vice President of Lennar Homes, LLC, a Florida limited liability company. He is personally known to me or produced _____ as identification.

_____
Notary Public
Alana Fernandez
Typed, printed or stamped name of Notary Public

ALANA FERNANDEZ
MY COMMISSION EXPIRES
JUNE 28, 2025
#HH 131172
Bonded thru Budget Notary Services
NOTARY PUBLIC, STATE OF FLORIDA

Exhibit A

LEGAL DESCRIPTION

A portion of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Northeasterly of Canal 103 North and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East; thence South 89 degrees 00 minutes 14 seconds West along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to a point of intersection with the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; said point of intersection also being the Point of Beginning; thence South 00 degrees 30 minutes 24 seconds East along the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33 for 529.27 feet; thence continue South 00 degrees 30 minutes 24 seconds East for 102.87 feet; thence South 41 degrees 15 minutes 50 seconds West for 667.34 feet to a point on the Northeasterly Right of Way line of Canal 103 North; thence North 48 degrees 42 minutes 43 seconds West for a distance of 124.32 feet; thence South 41 degrees 17 minutes 17 seconds West, perpendicular to the last described course, for 40.00 feet; thence North 48 degrees 42 minutes 43 seconds West, perpendicular to the last described course, for 36.34 feet to a point of curvature of a circular curve, concave southwesterly and having a radius of 360.00 feet; thence northwesterly along said circular curve to the left through a central angle of 15 Degrees 24 Minutes 10 Seconds for an arc distance of 96.78 feet to a point of intersection with the West line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; last four described courses lying along said Northeasterly Right of Way line of Canal 103 North; thence North 00 degrees 36 minutes 51 seconds West along said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, for 992.78 feet to a point of intersection with said North line of the Northeast 1/4 of Section 33; thence North 89 degrees 00 minutes 14 seconds East along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to the Point of Beginning.

_____ _____ 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 **$1,010** for a townhome unit (approximately **$84.17** 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 **$30,300** for a townhome 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.

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
TOWNHOME	$1,010.00	$540.00	$1,550.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
TOWNHOME	$33.75	$11.25	$84.17

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Asse0sments times 30)
TOWNHOME	$19,796	$30,300

_____ _____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Bauer Drive (the "**Development**") are also located within the boundaries of the Bauer Drive 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

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 **$540** 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 B to the Ordinance"

Legal Description

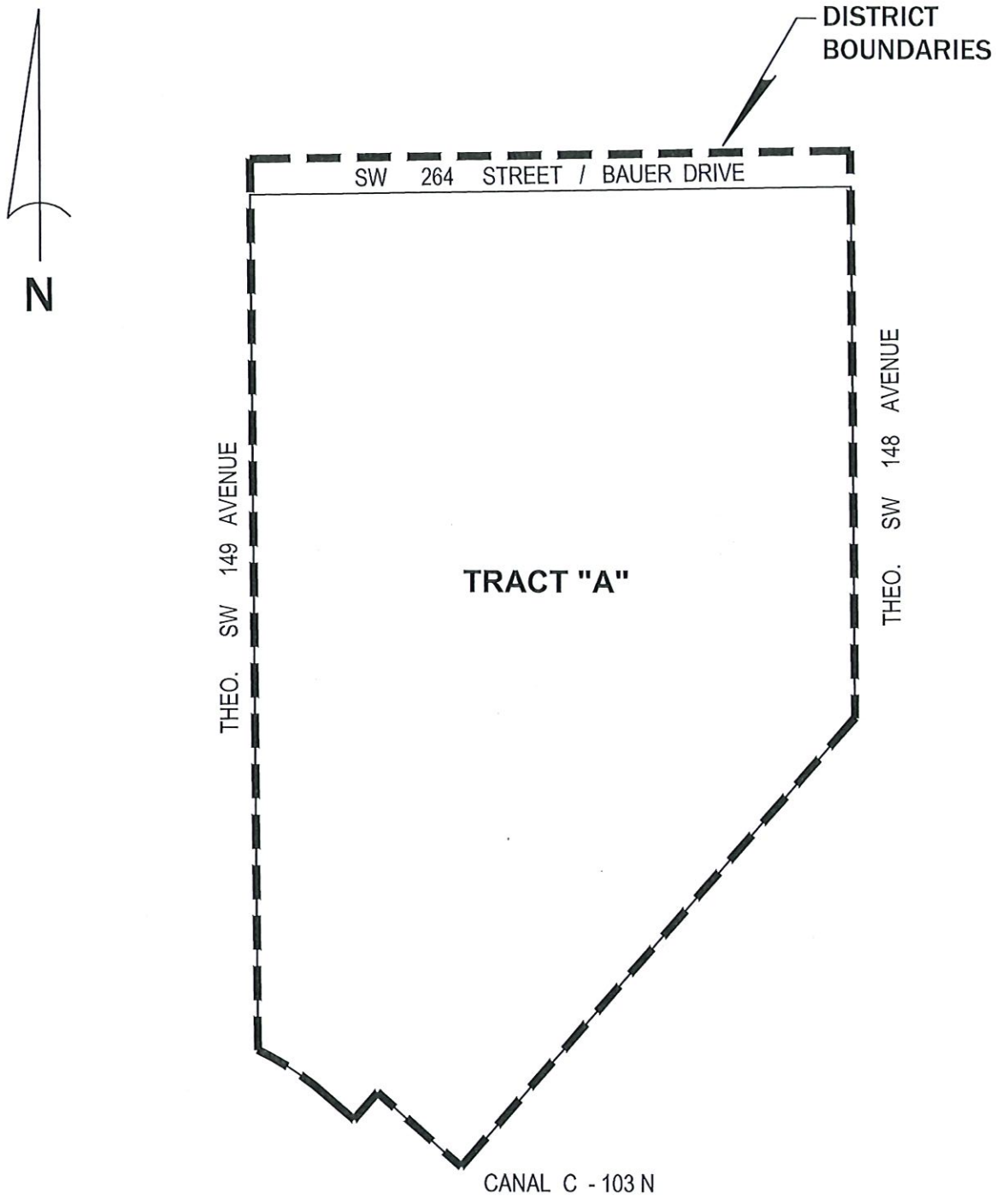
LEGAL DESCRIPTION

A portion of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East, Miami-Dade County, Florida, lying Northeasterly of Canal 103 North and being more particularly described as follows:

Commence at the Northeast corner of the Northeast 1/4 of Section 33, Township 56 South, Range 39 East; thence South 89 degrees 00 minutes 14 seconds West along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to a point of intersection with the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; said point of intersection also being the Point of Beginning; thence South 00 degrees 30 minutes 24 seconds East along the East line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33 for 529.27 feet; thence continue South 00 degrees 30 minutes 24 seconds East for 102.87 feet; thence South 41 degrees 15 minutes 50 seconds West for 667.34 feet to a point on the Northeasterly Right of Way line of Canal 103 North; thence North 48 degrees 42 minutes 43 seconds West for a distance of 124.32 feet; thence South 41 degrees 17 minutes 17 seconds West, perpendicular to the last described course, for 40.00 feet; thence North 48 degrees 42 minutes 43 seconds West, perpendicular to the last described course, for 36.34 feet to a point of curvature of a circular curve, concave southwesterly and having a radius of 360.00 feet; thence northwesterly along said circular curve to the left through a central angle of 15 Degrees 24 Minutes 10 Seconds for an arc distance of 96.78 feet to a point of intersection with the West line of said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33; last four described courses lying along said Northeasterly Right of Way line of Canal 103 North; thence North 00 degrees 36 minutes 51 seconds West along said West 1/2 of the Northeast 1/4 of the Northeast 1/4 of Section 33, for 992.78 feet to a point of intersection with said North line of the Northeast 1/4 of Section 33; thence North 89 degrees 00 minutes 14 seconds East along the North line of said Northeast 1/4 of Section 33 for a distance of 672.78 feet to the Point of Beginning.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



BAUER DRIVE
COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0008)
SECTION: 33-56-39

EXHIBIT "C" TO THE ORDINANCE