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

Memorandum

(Public Hearing: 5-21-24)

Date: April 2, 2024

Agenda Item No. 5(B)

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Ordinance No. 24-49

Subject: Ordinance Creating the Century Park Square Community Development District

Executive Summary

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to create a Community Development District (CDD) in Unincorporated Miami-Dade County (County) and in the City of Florida City (City) in Miami-Dade County, Florida. CDDs are a local unit of special-purpose government created according to Chapter 190 of the Florida Statutes.

Recommendation

It is recommended that the Board adopt the attached Ordinance creating the Century Park Square Community Development District (District) in the County and in the City, 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 District is located within Commission District 9, which is represented by County Commissioner Kionne L. McGhee, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD.

Fiscal Impact/Funding Source

The creation of the District 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 District, pursuant to the procedures and factors set forth in section 190.005, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the District 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. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

This development has private roads that are to be maintained by a Homeowners' Association (HOA) or the District. Special Taxing Districts, Century Park Square Multipurpose Maintenance and Street Lighting Special Taxing District and the Century Park Square North Multipurpose Maintenance Special Taxing

District will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the District be dissolved or fail to fulfill its maintenance obligations. These Special Taxing Districts will remain dormant until such time as the County determines to implement the Special Taxing Districts.

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

Background
Century Park Square, LLC and Century Park Square North, LLC ("Petitioners"), the owners of the Century Park Square and Century Park Square North Development, have filed an application to create the District in connection with said development. The Century Park Square and Century Park Square North Development is a proposed 28.45-acre residential development lying partially within the County and the municipal limits of the City of Florida City, in an area bounded by Theoretical SW 189 Avenue on the east, Theoretical SW 346 Lane on the south, SW 192 Avenue (Tower Road/S.R. 9336) on the west, and Theoretical SW 342 Street (Theo. NW 2 Street) on the north. The District is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the development. The development plan for the lands within the proposed District includes construction of 306 townhome units with associated roadway improvements, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately $3.954 million. This development has private roads that are to be maintained by an HOA or the District. A detailed summary of District elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioners. In accordance with Chapter 190, Florida Statutes, the Petitioners have paid a filing fee of $15,000.00 and an additional $15,000.00 for advertising costs to the County.

A Declaration of Restrictive Covenants has been submitted consistent with the requirements of Resolution No. 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 District; (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 Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: May 21, 2024

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(B)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(B)
5-21-24

ORDINANCE NO. 24-49

ORDINANCE GRANTING PETITION OF CENTURY PARK SQUARE, LLC AND CENTURY PARK SQUARE NORTH, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT GENERALLY BOUNDED ON THE NORTH BY THEORETICAL SW 342 STREET (THEO. NW 2 STREET), ON THE EAST BY THEORETICAL SW 189 AVENUE, ON THE SOUTH BY THEORETICAL SW 346 LANE, AND ON THE WEST BY SW 192 AVENUE (TOWER ROAD/S.R. 9336); CREATING AND ESTABLISHING CENTURY PARK SQUARE 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, Century Park Square, LLC and Century Park Square North, LLC ("Petitioners"), Florida limited liability companies, have petitioned for the establishment of the Century Park Square 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 owners of the properties that are to be developed and served by the community development services and facilities to be provided by the District have 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 Petitioners on January 26, 2024, 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:

Karl Neuman

Cynthia Navarro

Diana M. Manso

Damarys Gonzalez

Joseline Pereira

Section 5. The name of the District shall be the "Century Park Square 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 Century Park Square 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, wastewater 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.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the District, in connection with the Petition submitted by the Petitioners 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: May 21, 2024

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

Prepared by: MJM

Michael J. Mastrucci

"EXHIBIT A to the Ordinance"

PETITION TO CREATE CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

Dated: January 26, 2024

Memorandum

Date: January 26, 2024

To: Basia Pruna, Deputy Clerk
Office of the Clerk of the Board
Attn: Shania Momplaisir

From: Liset Romero-Lopez, Chief
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Century Park Square Community Development District
Creation

The attached petition was submitted by Century Park Square, LLC. and Century Park Square North, LLC. and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Policy.

The filing date of record is January 26, 2024.

Attachment

c: Michael Mastrucci
Assistant County Attorney

PETITION BY

CENTURY PARK SQUARE, LLC &

CENTURY PARK SQUARE NORTH, LLC

For The Passing of an Ordinance to Establish the

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

FLORIDA CITY, FLORIDA

MIAMI-DADE COUNTY, FLORIDA

JULY 10, 2023

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

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PETITION TO ESTABLISH
CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT

July 10, 2023

Prepared By:

Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922 Telephone
877-737-4922 Toll Free
561-630-4923 Facsimile

PETITION TO ESTABLISH CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

Petitioners, Century Park Square, LLC & Century Park Square North, LLC., Florida limited liability companies (the "Petitioners"), petition (the "Petition") Miami-Dade County, Florida (hereinafter the "County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, and the Miami-Dade County 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 service delivery and states as follows:

1. **Petitioners:** Petitioners are Florida limited liability companies with principal offices at 1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134.

2. **District Location and Description:** The land area to be included in the proposed District comprises approximately 28.45 +/- acres. A map showing the location of land area to be included in the proposed District is attached hereto as **Exhibit 1**. A portion of the lands in the proposed District are within the unincorporated area of the County and the City of Florida City. A legal description of the boundaries of the District is attached hereto as **Exhibit 2**.

3. **District Boundaries**: Attached hereto as **Exhibit 3** is a depiction of the boundaries of the District.

4. **District Impact:** There is no property within the external boundaries of the District which will not be part of the District. The impact of creating 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 the County, the establishing entity, will be nominal.

5. **Property Owner Consent:** Attached hereto as **Exhibit 4** and **4A** 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.

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

7. **District Name**: The proposed name of the District to be established is the Century Park Square Community Development District.

8. **Authorized Agent:** Copies of all correspondence and official notices should be sent to the authorized agent for the Petitioners as follows:

District Manager/Armando Silva
C/O Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922
Email: asilva@sdsinc.org

9. **Water and Sewer Lines**: The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on **Exhibit 6** attached hereto.

10. **Timetable and Construction Costs**: The proposed timetable and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as **Exhibits 7A** and **7B**, respectively. These are good faith estimates but are not binding on the Petitioner or the District and are subject to change. Petitioners intend that the District will finance (i) roadway improvements (ii) stormwater management improvements; (iii) water distribution system; and (iv) wastewater collection system (the "Improvements"). The water distribution system and wastewater collection system will be owned and maintained by the Miami-Dade County Water and Sewer Department ("WASD"). The roadway improvements (including, but not limited to, landscaping, irrigation, street lighting, sidewalks, traffic markings and signage) are anticipated to be owned by the District and maintained by the District and/or an approved Homeowners Association. The stormwater management improvements will be owned by the District and maintained by the District and/or an approved Homeowners Association.

11. **Future Land Use Plan Designation**: The future general distribution, location and extent of land uses within the proposed District are shown on **Exhibit 8** attached hereto. The development plan anticipates residential units, composed of 306 residential townhome units. The County's Future Land Use Element designates the land contained within the proposed District as estate use modified as adopted by Resolution No. 1464 (5/22/1958).

12. **Statement of Estimated Regulatory Costs**: ("SERC") The statement of estimated regulatory costs of granting this Petition and establishing the District is attached hereto as **Exhibit 9** (Prepared in accordance with the requirements of Section 120.541, *Florida Statutes*)

13. **Rights to be Granted the District**: Petitioners hereby request that the proposed District be granted the right to exercise all powers provided for in Sections 190.012(1), 190.12(2)(a), and 190.012(2)(d), *Florida Statutes*.

14. **Florida City Resolution:** Attached hereto as **Exhibit 10** is Resolution No. 23-31 from the City Commission of Florida City, Florida, expressing support for the establishment of the District.

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

16. **Disclosure Requirements:** The Petitioners undertake on behalf of the District that the Petitioners 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*, and as required as a condition of the creation of the District by the Miami-Dade County Board of County Commissioners.

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

a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Development Master Plan and the City 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 facilities the District proposes to finance will be compatible with the capacity and use of existing local and regional community development services and facilities.

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

WHEREFORE, Petitioner respectfully requests the Miami-Dade County Board of County Commissioners to:

A. Schedule and hold a public hearing to consider this Petition pursuant to the uniform procedures set forth in Sections 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 Section 190.046(1)(b), *Florida Statutes*.

Respectfully submitted this 10 day of July, 2023.

Century Park Square, LLC & Century Park Square North, LLC, a Florida Limited Liability Company

By: _____

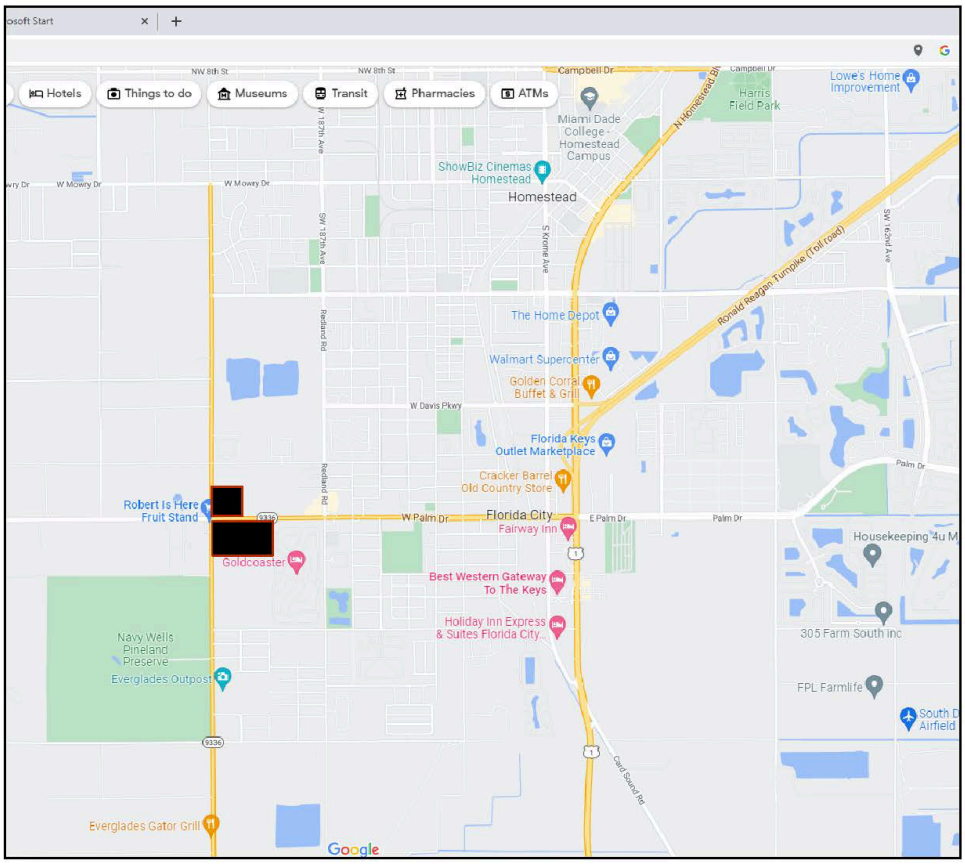
Print Name: Sergio Pino

Title: Manager

EXHIBIT 1

LOCATION MAP
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LOCATION MAP



ED PINO CERTIFICATE No. 6771 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
STATE OF FLORIDA

DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors
LB 6683
255 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

EXHIBIT 2

LEGAL DESCRIPTION
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY

ED PINO CERTIFICATE No. 6771 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
STATE OF FLORIDA

DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors
LB 6683
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

EXHIBIT 3

DISTRICT BOUNDARIES MAP

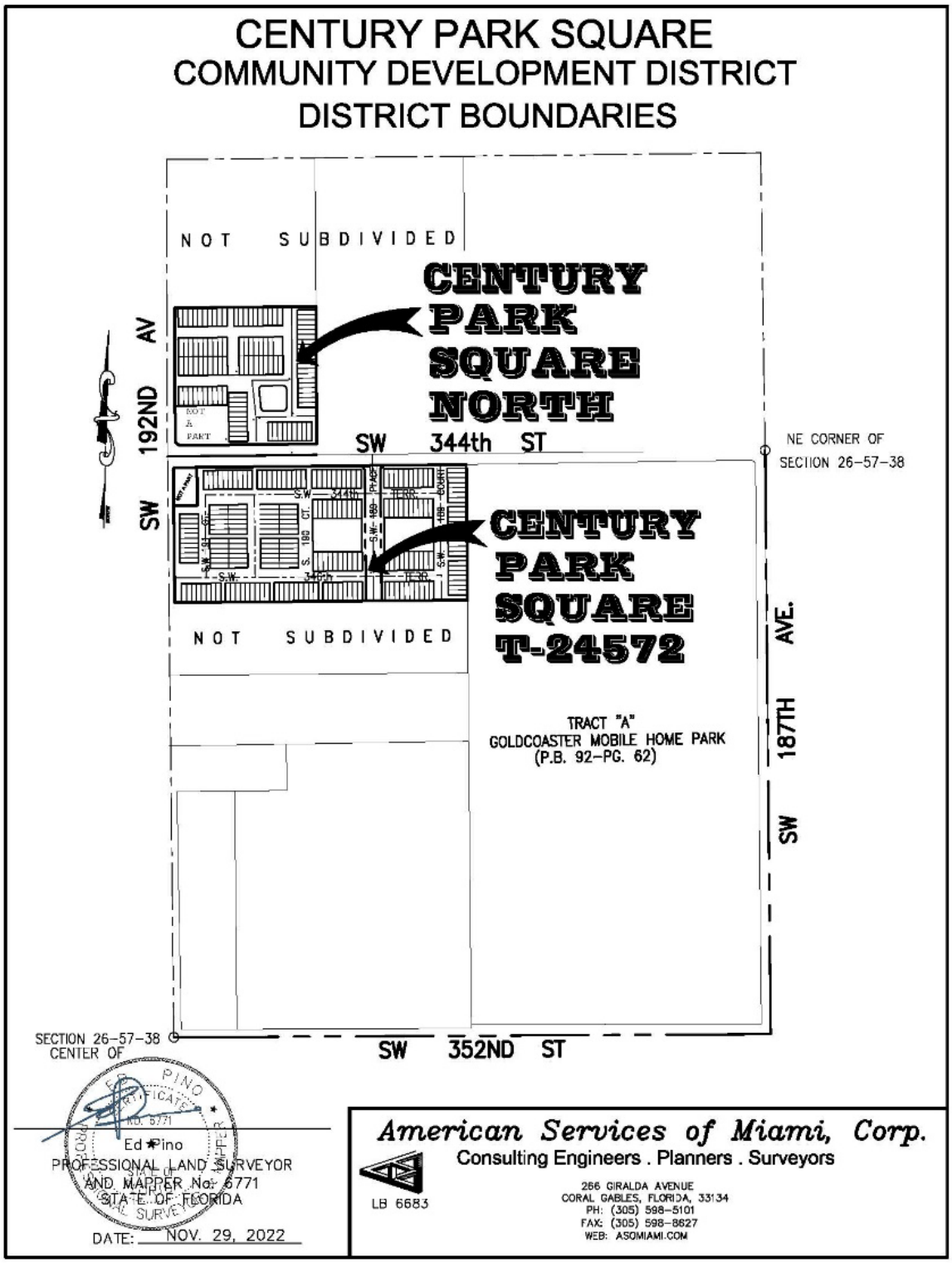


EXHIBIT 4

AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA

COUNTY OF **MIAMI-DADE**

On this 25 day of January 2023, Sergio Pino personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, who, after being duly sworn, deposes and says:

1. Affiant, Sergio Pino, an individual, is the Manager of **Century Park Square LLC** and **Century Park Square North LLC** a Florida limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
   - See **Exhibit "A"** attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Century Park Square Community Development District (the "Proposed District").
4. The Property represents the real property to be included in the Proposed District.
5. Affiant on behalf of the Company hereby consents to the establishment of the Proposed District.

FURTHER, AFFIANT SAYETH NOT.

Sergio Pino

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 25 day of January, 2023, by SERGIO PINO, who is personally known to me or who produced his/her _____ as identification.

SEAL

Notary Public State of Florida
Sandra Maria Albo
My Commission GG 981776
Expires 04/26/2024

Notary: Sandra M Albo

Print Name: Sandra Maria Albo

EXHIBIT 4A

JOINDER AND CONSENT OF MORTGAGEE

TREO PALM DRIVE LLC, being the mortgagee under that certain mortgage from CENTURY PARK SQUARE NORTH LLC recorded in Official Records Book 32628, Page 2358, of the Public Records of Miami-Dade County, Florida, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding on the successors to the owner in title.

Signed, sealed and delivered in the presence of:

Juan C. Clavijo

TREO PALM DRIVE LLC, a Florida limited liability corporation

By: _____
Name: ROLANDO DELGADO
Title: MANAGER
(CORPORATE SEAL)

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

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 26 day of January, 2023, by Rolando Delgado, who is personally known to me or who produced his/her _____ as identification.

Notary Public State of Florida
Sandra Maria Albo
My Commission GG 981778
Expires 04/26/2024

Sandra M Albo
NOTARY PUBLIC, STATE OF FLORIDA

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

JOINDER AND CONSENT OF MORTGAGEE

TREO SOUTHWEST LLC, being the mortgagee under that certain mortgage from CENTURY PARK SQUARE LLC recorded in Official Records Book 32440 Page 1230, of the Public Records of Miami-Dade County, Florida, encumbering all or portions of the real property described in the foregoing Declaration of Restrictive Covenants, hereby consents to and acknowledges that the terms of the Declaration of Restrictive Covenants are and shall be binding on the successors to the owner in title.

Signed, sealed and delivered in the presence of:

_____

_____

TREO SOUTHWEST, LLC, a Florida limited liability corporation

By: _____

Name: ROLANDO DELGADO

Title: MANAGER

(CORPORATE SEAL)

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

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 24 day of January, 2023, by Rolando Delgado, who is personally known to me or who produced his/her _____ as identification.

Notary Public State of Florida
Sandra Maria Albo
My Commission GG 981776
Expires 04/26/2024

_____
NOTARY PUBLIC, STATE OF FLORIDA

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

EXHIBIT 5

NAMES OF THE INITIAL MEMBERS OF THE BOARD OF SUPERVISORS

1. Karl Neuman

2. Cynthia Navarro

3. Diana M. Manso

4. Damarys Gonzalez

5. Joseline Pereira

The address of all of the members of the Board of Supervisors is:
1805 Ponce de Leon Boulevard, Unit #100, Coral Gables, Florida 33134.

EXHIBIT 5A

RÉSUMÉS
INITIAL MEMBERS OF THE BOARD OF SUPERVISORS

Karl Neuman

Miami, FL 33134
3059898687
kneuman@chbsfl.com

Summary

Performance-driven Sales Director with four years' experience of consistent growth to bottom line profits. Skilled negotiator, sales process trainer and business strategist possessing portfolio of successfully executed and advantageous sales plans.

Skills

- Sales Tracking
- Budgeting and P&L
- Sales Program Coordination
- Sales Statistics Analysis
- Decision Making
- Advertising and Promotions
- Marketing Program Management

Experience

Century Homebuilders Group — January 2019 to Current
Sales Director
Coral Gables, FL

Avanti Way Realty
Associate
Miami, FL

Education and Training

Gulliver Preparatory Academy
High School Diploma
Coral Gables

St. Joseph's University
Philadelphia, PA

Languages

English: Native/ Bilingual

Spanish: Native/ Bilingual

Cynthia Navarro

Mobile: 305-340-1962/ **Email**: cnavarro@chbsfl.com

Objective

Looking to assist your business achieve its goals while learning to become a more productive member of your team and gain valuable skills and experience.

Experience

- American Bancshares part-time Receptionist (2017-2018)
- Sales Associate at Vector (May-August 2018)
- Lifeguard / Summer Camp Counselor with Girl Scouts of Tropical Florida (June-August 2019)
- Outdoor Recreation Associate at University of Florida's Lake Wauburg (2019-2020)
- Leasing Consultant with Contemporary Management Concepts (January 2021-June 2021)
- Sales Assistant at Century Homebuilders Group (June 2022-Present)

Skills/Certifications

- Highly skilled in the use of computer software (Microsoft Office, Excel, Power Point, CRM, etc.)
- Bilingual (English and Spanish)

Education

- Phillips Exeter Academy Summer School Program, Exeter, New Hampshire (2015)
- Coral Reef Senior High School, Miami, FL (2015-2019) – High School Diploma
    - International Baccalaureate Diploma
- University of Florida, Gainesville, FL (2019-2022)- Bachelor's Degree
    - Bachelor's of the Arts in English with a minor in Business Administration

References

- Marlene Torres (American Bancshares Mortgage) - 786-334-5126
- Karina Marquez-Sterling (Vector Sales)- 786-877-0266
- Sierra Moffet (Contemporary Management Concepts)- 352-318-3320

Organizations/Volunteer Experience

- Member of Gamma Phi Beta Sorority (2019-2022)
- Former high school member and volunteer with Best Buddies (2016-2022)
- Volunteer with Girls on the Run Foundation (2019-2022)

Diana M. Manso

9341 SW 45th Terrance, Miami, FL 33165 ▪ Tel: 305-554-9863 ▪ email: Dmanso@chbsfl.com

Objective

Seeking a position which requires utilizing my proven motivational, organizational and detailed oriented legal skills with the opportunity of advancement.

Qualified Skills:

- Bilingual in English & Spanish (written & spoken)
- Computer knowledge in Microsoft Word, Excel, Windows XP Professional & Landtech
- Excellent Communication Skills
- Facilitated Workplace
- Management Skills

Experience

Closing Manager

2002 to Present ▪ Century Homebuilder, Miami, FL

Responsible for managing the closing department and assuring all documents are prepared and submitted on a timely manner to lenders and Title Companies. Prepare weekly & monthly reports & ledgers on excel for lenders and management. Back up for sales director & complete sales report. Supervise Contract Administration reviewing contract price and completing data entry. Ensure contracts are fully executed. Prepare color selection forms for each individual sale. Contact buyers for home inspection. Fully assist in all tasks to assure the closing for our buyers

Paralegal Assistant/Closer

10/96-10/02 ▪ Gateway Title, Miami, FL

Responsible for all new construction closings. Open new files, perform name and tax search on ATIDS; examine title, searches, order hard copies if needed prepare closing statements (HUD) type all loan documents to execute closings, prepare ATPR for disbursement of funds, prepare seller's documents, and send to record Mortgage and Deed and any corresponding Affidavit, prepare Title Policy, any Endorsement needed. Perform back up duties for office Manager.

Sales Manager, Consumer Banker and Customer Service Specialist

10/86-8/96 ▪ First Union National Bank, Miami, FL

- Responsible for preparing and closing Consumer loans, Prime Equity Lines and Construction loans. Processing First Mortgages loan applications and Pre-underwriting. Directly involved in all platform duties, and responsibilities. Acting branch Manager when necessary and responsible for sales activity at Branch.

Education

South Miami Senior High School

08/82-8/86

High School Diploma

Damarys Gonzalez

Contract Administrator

Summary

13 years of experience in real estate development and multiple roles as contract administrator and more for various leaders in the industry.

Experience

Contract Administrator
Century Homebuilders
April 2021 to Present

Administration and overview of Contracts and Legal Documentation.

Upgrade Design Specialist
Terra Group
Sept 2010 to Jan 2021

Oversaw all Custom Design Elements and Upgrade Selections. Served as Office Administrator and Executive Assistant to the Marketing VP.

Education

Miami Dade College
2004

Associate's Degree

Coral Park Senior High
2002

High School Diploma
Graduate

Skills

Contract Management, Docusign, Proficient in Word and Excel, Fluent in English and Spanish

Contact

305-546-6618

centurhomebuilders.com

dgonzalez@chbsfl.com

1805 Ponce de Leon Blvd Suite #100 Coral Gables, FL 33134

MDC029

JOSELINE PEREIRA

1405 SAINT GABRIELLE LN WESTON , FLORIDA , UNITED STATES

PHONE	EMAIL	SOCIALS
9544792506	Joseline20_1@hotmail.com	Joseline Pereira (LinkedIn)

SUMMARY

Recent graduate with a GPA of 3.75 in BA in Finance. Great interest and passion for everything I undertake. Extraordinary maturity and knowledge about the field of finance. Standout especially at Excel modeling and simulations. Excellent research, time management and problem solving skills. Highly organized with the ability to manage multiple projects.

EXPERIENCE

Century Homebuilders Group, LLC
Miami // Financial Analyst // 11/2015 – Present
Cost controls, estimate reports and cash flow projections.
Bank and loans reconciliations
Bank negotiation for investment's support
Financial statement creation and critical analysis

Tecnologia Financiera
Caracas // Financial Analyst // 01/2015 – 07/102
Market analysis for newsletters and news creation on social networks.
Modeling and simulation with Microsoft Excel and VBA of investment strategies in fixed income, derivatives (options, CFD and Futures) and equity.
Assistant professor at corporate finance and investment classes.
Assistance in back office procedures and periodic reports.
Organizing classes and events.
Launching new projects.

EDUCATION

Tecnologia Financiera
Trading & Investment // 2014 – 2015
Stock and Capital Markets. Financial Markets and Investment Instruments. Technical Analysis. Forex. Derivatives. Fixed Income Management. Analysis of Financial Statements of Companies. Business Valuation. Modern Portfolio Theory. Financial Engineering. Financial Modeling and Simulation.

Universidad Metropolitana
Financial Engineering // 2013 – 2014
Investment Analysis and Portfolio. Fixed Income. Derivatives. Financial Simulation.

Florida Atlantic University
English as a second language // 2012 – 2013
Intermediate to advance level

Universidad Metropolitana
Business and Administration // Banking & Finance // 2009 – 2014

SKILLS

Qualifications: Teamwork, Professional, Creative, Organized, Responsible, Multitasker.
Skills: Microsoft Office, Outlook, Google Drive, Gmail, Bloomberg, SAP, Project Management, WIX, Dropbox,

LANGUAGE

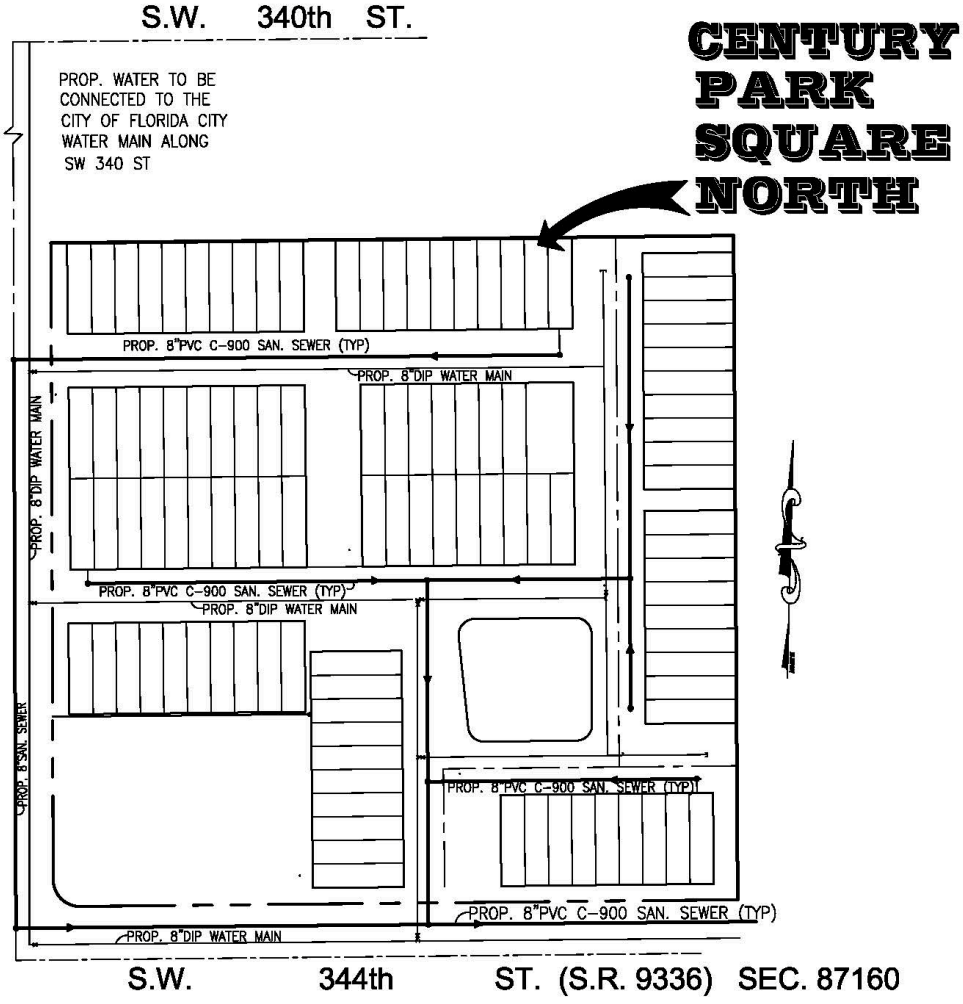
English (Advanced) / Spanish (native)

MDC030

EXHIBIT 6

LOCATION OF EXISTING UTILITIES
WATER SYSTEM, SEWER SYSTEM & STORM DRAINAGE

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED UTILITY MAP



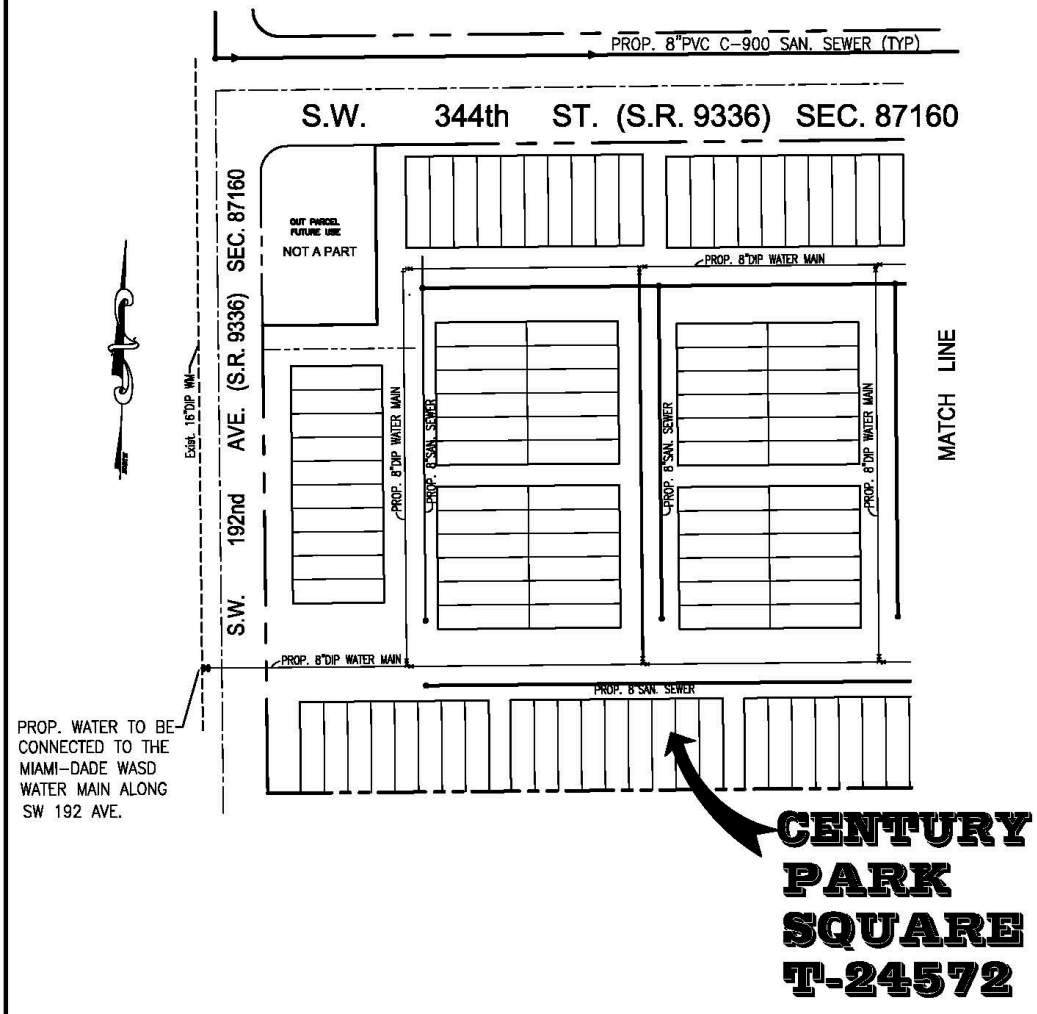
ED PINO CERTIFICATE No. 6771 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Ed Pino
PROFESSIONAL LAND SURVEYOR AND MAPPER No. 6771
STATE OF FLORIDA

DATE: MARCH 14, 2023

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors
LB 6683
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED UTILITY MAP



Ed Pino
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AND MAPPER No. 6771
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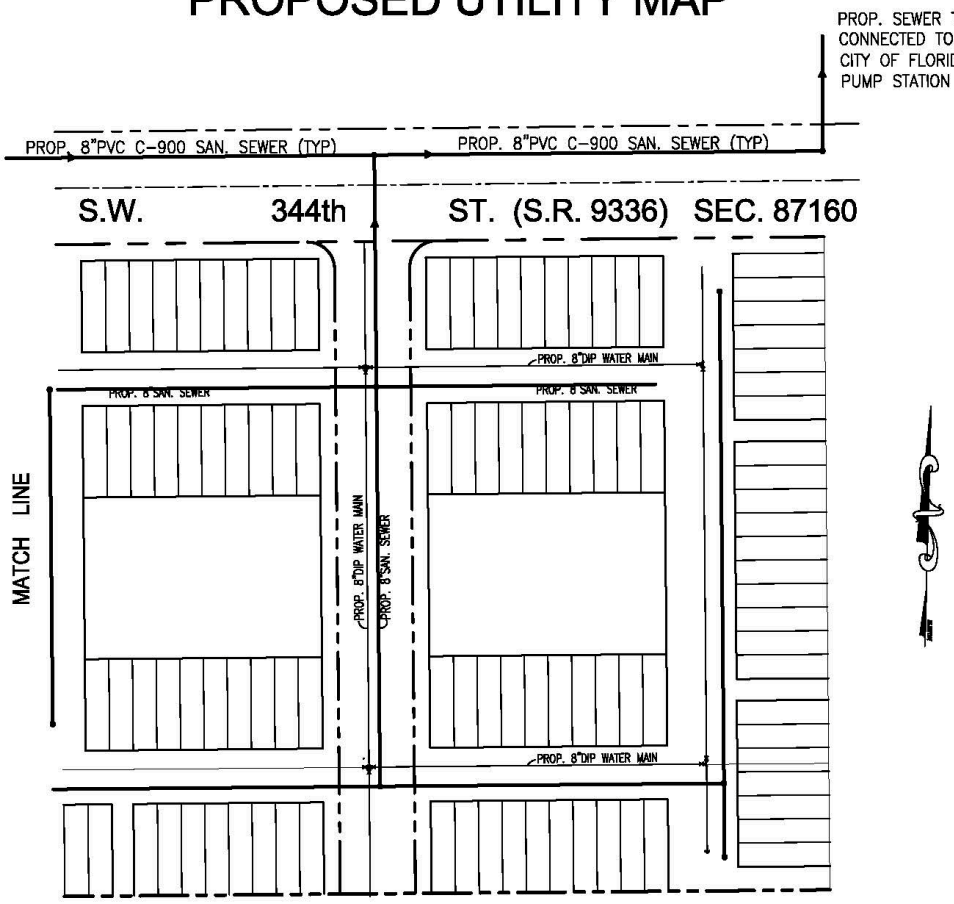
CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED UTILITY MAP



Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
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WEB: ASOMIAMI.COM

EXHIBIT 7A

TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

FACILITY/IMPROVEMENT	Start Date	Complete Date
Roadway Improvements	October 2023	January 2024
Stormwater Management Improvements	July 2023	December 2023
Water Distribution System	July 2023	December 2023
Wastewater Collection System	July 2023	December 2023

EXHIBIT 7B

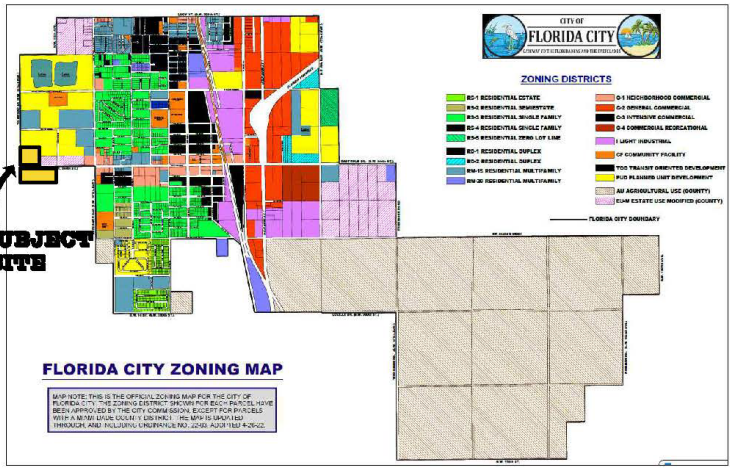
ESTIMATED COST OF DISTRICT IMPROVEMENTS
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

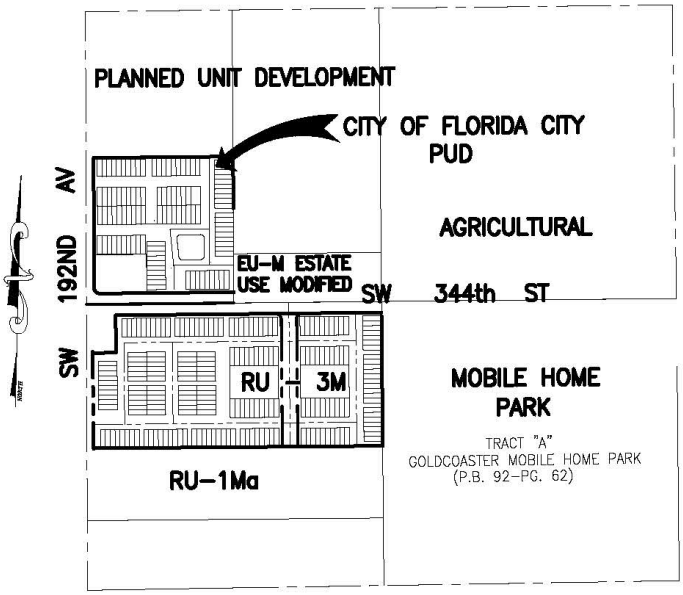
FACILITY/IMPROVEMENT	ESTIMATED COST
Roadway Improvements	$845,750.00
Stormwater Management Improvements	$1,096,988.00
Water Distribution System	$1,279,819.00
Wastewater Collection System	$731,325.00
Total Estimated Costs	**$3,953,882.00**

EXHIBIT 8

LAND USE PLAN MAP
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LAND USE MAP





ED PINO
CERTIFICATE
No. 6771
STATE OF FLORIDA
PROFESSIONAL SURVEYOR AND MAPPER
Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
STATE OF FLORIDA
DATE: MARCH 14, 2023

American Services of Miami, Corp.
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FAX: (305) 598-8627
WEB: ASOMIAMI.COM

EXHIBIT 9

Statement of Estimated Regulatory Costs

(SERC)

July 10, 2023

Prepared by

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

(561) 630-4922

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish and/or form the Century Park Square Community Development District (the "District" and/or "CDD"). The Petitioners are planning a 28.45 +/- acre residential townhome community, ("Project"), located in the City of Florida City ("City") within Miami-Dade County, Florida ("County").

The District is being designed and will provide community infrastructure that will serve all the lands in the proposed District. The planned community infrastructure will include, but not necessarily be limited to, roadway improvements, stormwater management improvements, water distribution system and wastewater collection system (the "Infrastructure"). The District anticipates financing all or a portion of the Infrastructure by issuing bonds ("Bonds") levied on the lands 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), *Florida Statutes* ("*F.S.*") (governing District formation/establishment or alteration) as follows:

> "That the process of establishing such a district pursuant to uniform general law 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 operations and maintenance, to the 28.45+/- acres comprising the Project. The current development plan for the land contained in the District is for 306 residential townhome units. These plans are subject to change as market conditions may dictate in the future.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), *F.S.* (2022), 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 (County), and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(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, 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, *F.S.*. 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, *F.S.*] and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

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

2.0 (a) 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 the 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 adverse triggers referenced in Section 120.541(2) (a), *F.S.* The basis for this determination is that this Petition to establish/create the District is for the sole purpose of providing public infrastructure for the Project, which has already been vetted by the County during the review process and subsequently approved by the County Commission. Additional support of 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 rule, together with a general description of the types of individuals likely to be affected by the rule.

The proposed District serves land that comprises a 28.45+/- acre residential development to be made up of an estimated 306 residential townhome units. The estimated population of the District will be approximately 765+/-. The property owners in the District will be individuals that may operate industrial, manufacturing, commercial, retail and non-retail related businesses outside the boundaries of the District. The majority of the property owners in the District will be individuals and families.

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

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

4.1 **Costs to Governmental Agencies of Implementing and Enforcing Rule**

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

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District when established on the

proposed lands will encompass under 2,500 acres; therefore, Miami-Dade County is the establishing entity under 190.005(2), *F.S.* The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District, as a special-purpose unit of local government, is required to file with the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined herein on **Appendix A**. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one (1) additional set of reports is inconsequential. Additionally, pursuant to section 189.064, *F.S.*, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

Miami-Dade County and the City of Florida City

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 County staff time and time of the County Commission. The City will also be requested to review the Petition and adopt a resolution approving the establishment of the District. However, the costs of these activities are very modest at most for a number of reasons. First, review of the Petition to establish the District does not include analysis of the Project itself. Second, the Petition itself provides much of the information needed for a staff review. Third, the City and County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital costs required to review the Petition. Finally, the City and County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the Petition to establish a community development district.

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

4.2 Impact on State or Local Revenues

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

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government except the District. In accordance with 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 rule/ordinance.

The District will provide Infrastructure and related services to the lands in the District, as outlined in **Table 1** below. It is anticipated that the District will fund and own the roadway improvements and the stormwater management improvements. The District or Homeowners Association will operate and maintain the roadway improvements and the stormwater management improvements. The District will also fund the water distribution system and the wastewater collection system all of which will be owned by the County (WASD) and maintained by the County (WASD).

Table 1

PROPOSED FACILITIES AND SERVICES

FACILITY/IMPROVEMENT	FUNDED BY	MAINTAINED BY	OWNERSHIP BY
Roadway Improvements	CDD	CDD/HOA	CDD
Stormwater Management Improvements	CDD	CDD/HOA	CDD
Water Distribution System	CDD	WASD	WASD
Wastewater Collection System	CDD	WASD	WASD

CDD = Community Development District
HOA = Homeowners Association
WASD = Miami-Dade Water and Sewer Department

The Petitioners have estimated the costs for providing the capital facilities (the "Facilities") outlined above in **Table 1,** and such costs are shown herein below on **Table 3**. Total costs for those Facilities, which may be provided, are estimated to be approximately $3,953,882.00. The District may issue Bonds to fund all of the costs or a portion of the costs of these Facilities located in the District. The proposed Bonds would be repaid through non-ad valorem assessments levied on all lands in the District that may benefit from the District's Infrastructure and related services as outlined on **Table 2** below. **Table 2** below provides an approximate timetable for commencement and completion of the Facilities.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bond issuance. In addition to the levy of non-ad valorem assessments for debt service (principal and interest payments), 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 below 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 or required. Therefore, these costs are not in addition to normal development costs. Instead, the proposed 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 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/builders from marking up the prices of their product(s) 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 property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments and District's costs in tradeoff for the benefits, facilities and services that the District provides.

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

In considering these costs it shall be noted that owners of the lands to be included within the CDD will receive three (3) major classes of benefits.

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

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

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

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

Table 2

TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

FACILITY/IMPROVEMENT	Start Date	Complete Date
Roadway Improvements	October 2023	January 2024
Stormwater Management Improvements	July 2023	December 2023
Water Distribution System	July 2023	December 2023
Wastewater Collection System	July 2023	December 2023

Table 3

ESTIMATED COST OF DISTRICT IMPROVEMENTS
CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

FACILITY/IMPROVEMENT	ESTIMATED COST
Roadway Improvements	$845,750.00
Stormwater Management Improvements	$1,096,988.00
Water Distribution System	$1,279,819.00
Wastewater Collection System	$731,325.00
Total Estimated Costs	**$3,953,882.00**

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.*

Approval of the Century Park Square CDD will have positive impacts on small business as defined in Section 288.703 (1), *F.S.* These positive impacts will result because the additional population in the District will require goods and services from small businesses. These services can be provided by the small businesses that currently serve the general area. Additional opportunities will also be created for new businesses to be formed or

relocate to the area. No negative impacts have been identified for small businesses as defined.

The County has an estimated population in 2020 (U.S. Census) that is greater than 75,000; therefore, the County is not defined as a *"small"* County according to Section 120.52, *F.S.*, and there will accordingly be no impact on a small County because of the establishment of the District.

The City has an estimated population in 2020 (U.S. Census) that is greater than 10,000; therefore, the City is not defined as a *"small"* City according to Section 120.52, *F.S.*, and there will accordingly be no impact on a small City because of the establishment of the District.

7.0 Any additional useful information.

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

Finally, it is useful to reflect upon the question of whether the proposed establishment 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 Municipal Service Benefit Unit ("MSBU") or a special taxing district under Chapter 189, *F.S.* Either of these alternatives could finance the Facilities contemplated in **Table 1** in a fashion similar to the proposed District.

However, each of these alternatives is inferior to the District. Unlike the District, the alternatives 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 residents 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.

****

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTES CITE	DUE DATE
Annual Financial Audit	218.39 & 11.45	within 45 days of audit completion, but no later than 9 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; if no audit required, by 6/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial Interest	112.3145	within 30 days of accepting specified appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when bonds are issued
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008 & 189.016	on or before June 15 [sixty (60) days prior to adoption of final budget]
Final Budget	190.008	prior to October 1 of each year
Amended Budget	189.016(6)	annually by 11/30
Public Depositor Report	280.17	annually by 11/30
Web-Based Public Access	189.069	effective 10/1/2015 in accordance with 189.016

EXHIBIT 10

FLORIDA CITY RESOLUTION

RESOLUTION NO. 23-31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, APPROVING THE ESTABLISHMENT OF THE CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT, HAVING EXTERNAL BOUNDARIES AS DEPICTED AND LEGALLY DESCRIBED IN EXHIBIT "A"; PROVIDING FOR CONFLICTS; PROVIDING FOR TRANSMITTAL; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Petitioner, Special District Services, Inc., has filed a Petition to establish the Century Park Square Community Development District ("CDD") within the geographical boundaries of the City, as described in Exhibit "A"; and

WHEREAS, the City Commission finds that the establishment of the CDD is a reasonable alternative to the financing, construction, delivery and long-term operation and management of basic infrastructure servicing the proposed residential development; and

WHEREAS, the City Commission finds that the establishment of the CDD is consistent with the City's Code and Comprehensive Plan.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals clauses are hereby ratified and incorporated as the legislative intent of this Resolution.

Section 2. The City Commission hereby approves the establishment of the Century Park Square Community Development District (the "CDD") having external boundaries as legally described in Exhibit "A", attached hereto and made a part hereof, for consideration by Miami-Dade County, pursuant to the Uniform Community Development District Act of 1990, Chapter 190, Florida Statutes.

Se tion 3. The Mayor, City Attorney, and City Clerk are hereby authorized to take such further action as may be necessary to implement the purpose and provisions of the Resolution.

Section 4. This Resolution shall become effective upon its passage and adoption by the City Commission and is binding on all successors and assigns.

RESOLUTION NO: 23-31

PASSED AND ADOPTED by the Mayor and City Commission of the City of Florida City, Florida this 13th day of JUNE, 2023.

Otis T. Wallace, Mayor

ATTEST:

Jennifer Evelyn, City Clerk

Approved as to form and legal sufficiency:

Regine Monestime, City Attorney

Offered by: Mayor

Motion to adopt by Comm. Berry seconded by Comm. Gold.

FINAL VOTE AT ADOPTION

Mayor Otis T. Wallace	Y
Vice Mayor Walter Thompson	Y
Commissioner Eugene D. Berry	Y
Commissioner Sharon Butler	A
Commissioner James Gold	Y

STATE OF FLORIDA
COUNTY OF MIAMI-DADE
I Jennifer A. Evelyn City Clerk
Of the City of Florida City, Florida do hereby certify that the above and foregoing is a true and correct copy of the original thereof on file in this office.
WITNESS, my hand and the seal of said City
this 21 day of June AD 2023
By:

EXHIBIT A

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY

ED PINO CERTIFICATE No. 6771 PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA

Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
STATE OF FLORIDA

DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors
LB 6683
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

EXHIBIT 11

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name: Address:	Special District Services, Inc. Attn. Armando Silva The Oaks Center 2501A Burns Road Palm Beach Gardens, FL 33410
	(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 within the incorporated area of the City of Florida City 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 Century Park Square Community Development District (the "District") filed on _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

and Infrastructure Maintenance Assessments are hereinafter collectively referred to as ("Administrative Assessments"); and

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

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

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices 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 Unit 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 a 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 Initial 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 $31,500.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY $20,580.00 FOR A TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,050.00 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 $31,500.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY $20,580.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,050.00 FOR A TOWNHOME UNITS 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. PROSPECTIVE 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, PROSPECTIVE INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PROSPECTIVE 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 (3) fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract Notice; 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 the applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the 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 $31,500.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY $20,580.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,050.00 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 (3) 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 (iii) 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 Assessments 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:

CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE CENTURY PARK SQUARE 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, OPERATIONS, 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 CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN CENTURY PARK SQUARE AND CENTURY PARK SQUARE NORTH. A PURCHASER OF PROPERTY IN CENTURY PARK SQUARE AND CENTURY PARK SQUARE NORTH 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 CENTURY PARK SQUARE COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE CENTURY PARK VILLAS PLACE AND PARK SQUARE AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC. (DISTRICT MANAGER) AT THE FOLLOWING TOLL FREE NUMBER; 1-877-737-4922.

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

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

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

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

2. BENEFITS AND ENFORCEMENT.

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

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

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

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

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

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the assistant in charge of the office in the County Mayor'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 PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 10 day of July, 2023.

OWNER:
CENTURY PARK SQUARE, LLC and
CENTURY PARK SQUARE NORTH,
LLC, a Florida Profit Corporation

By: Sergio Pino, Manager

Signature: _____
Name: _____
Title: _____

Owner's Address: 1805 Ponce De Leon
Blvd., Suite 100
Coral Gables, FL 33134

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 10 day of July, 2023, by Sergio Pino who is personally known to me or who produced _____ as identification.

Notary Public State of Florida
Sandra Maria Albo
My Commission GG 981776
Expires 04/26/2024

Notary Public, State of Florida
Print Name: Sandra Maria Albo
My commission expires: 04/26/2024

EXHIBIT A

LEGAL DESCRIPTION

CENTURY PARK SQUARE
COMMUNITY DEVELOPMENT DISTRICT
LEGAL DESCRIPTION

LEGAL DESCRIPTION:

THE NORTH HALF (N 1/2) OF THE NE 1/4 OF THE NE 1/4 OF SECTION 26, TOWNSHIP 57 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. LESS THE NORTH 219.13 FEET OF THE WEST 141.88 FEET OF THEREOF, AND

A PORTION OF LAND LYING OVER AND ACROSS THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS:

THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY, LESS

THE WEST 275.01 FEET OF THE SOUTH 227.06 FEET OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 57 SOUTH, RANGE 38 EAST IN MIAMI-DADE COUNTY

ED PINO CERTIFICATE NO. 6771 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

Ed Pino
PROFESSIONAL LAND SURVEYOR
AND MAPPER No. 6771
STATE OF FLORIDA

DATE: NOV. 29, 2022

American Services of Miami, Corp.
Consulting Engineers . Planners . Surveyors
LB 6683
266 GIRALDA AVENUE
CORAL GABLES, FLORIDA, 33134
PH: (305) 598-5101
FAX: (305) 598-8627
WEB: ASOMIAMI.COM

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	$1,050.00	$450.00	$1,500.00

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	$36.00	$1.50	$87.50

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
TOWNHOME	$20,580.00*	$31,500.00

If Purchaser(s) wishes to prepay its pro rata share of District Bonds at the time the Dwelling Unit closes, Buyer should contact the Century Park Square Community Development District, Special District Services, Inc.(District Manager) at the following number **561-630-4922 for the actual prepayment amount.*

_____ _____ PURCHASER'S INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Century Park Square and Century Park Square North (the "**Development**") are also located within the boundaries of the Century Park Square 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 the City of Florida City ("**City**") within Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

_____ _____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The District 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 Assessments and Administrative Assessments listed in Table 1 above and in Sections 3.2 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 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 Assessments 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 **$1,050.00 for a Townhome Unit** (approximately **$87.50** 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 [not to exceed thirty years] is approximately **$31,500.00** 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.

_____ _____ 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 **$450.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ PURCHASER'S INITIALS

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

_____ _____ PURCHASER'S INITIALS

PURCHASER:

_____
Print Name: _____
Date: _____

PURCHASER:

_____
Print Name: _____
Date: _____

"EXHIBIT B to the Ordinance"

Legal Description

Century Park Square CDD
Legal Description

The N ½ of the NW ¼ of the NE ¼ of Section 26, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, less the north 219.13 feet of the west 152.63 feet thereof.

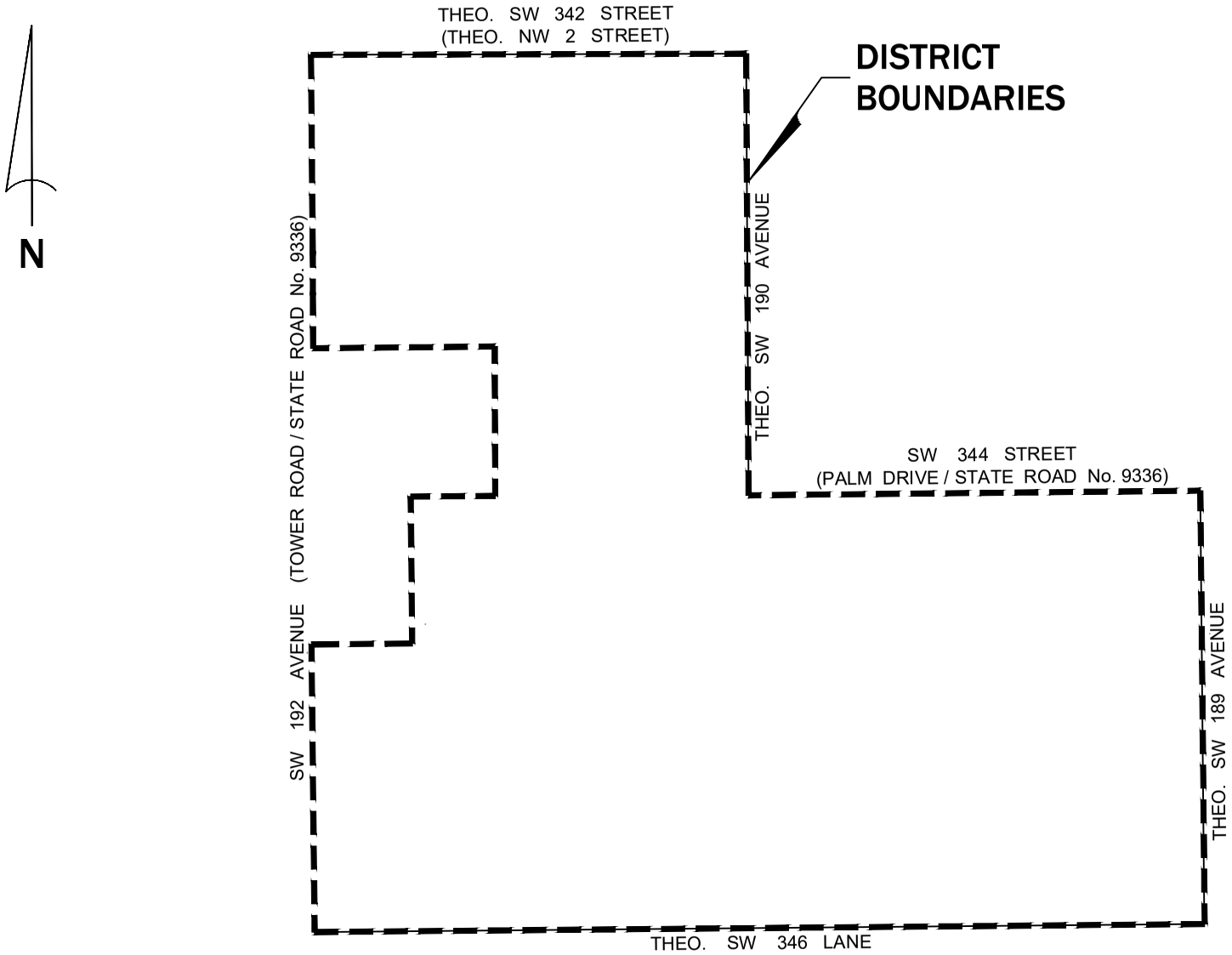
And

A portion of land lying over and across the SW ¼ of the SW ¼ of the SE ¼ of Section 23, Township 57 South, Range 38 East, in Miami-Dade County, Florida and being more particularly describes as:

The SW ¼ of the SW ¼ of the SE ¼ of Section 23, Township 57 South, Range 38 East; less the west 275.01 feet of the south 227.06 feet of the SW ¼ of the SW ¼ of the SE ¼ of Section 23, Township 57 South, Range 38 East, in Miami-Dade County, Florida.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch



CENTURY PARK SQUARE

COMMUNITY DEVELOPMENT DISTRICT

EXHIBIT "C" TO THE ORDINANCE

(BOUNDARIES & GEOGRAPHICAL LOCATION SKETCH)

(COMM. 0009)
SECTION: 23 & 26 - 57 - 38

MDC072

1/23/2024