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

Memorandum

(Public Hearing: 1-22-25)

Date: November 6, 2024

Agenda Item No. 5(J)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava
Mayor

Ordinance No. 25-3

Subject: Ordinance Amending the Quail Roost Community Development District

Executive Summary

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to amend a Community Development District (CDD) in Unincorporated Miami-Dade County (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 amending the boundaries of the Quail Roost Community Development District (District). This District lies wholly in Unincorporated Miami-Dade County and will be expanding by approximately 17.71 acres, increasing the total acreage of the District from approximately 88.81 acres to 106.52 acres 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

The District is located within Commission District 8, which is represented by County Commissioner Danielle Cohen Higgins, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the District.

Fiscal Impact/Funding Source

Amending the boundaries of the District will have no fiscal impact to the County's budget. 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. Adoption of this Ordinance will not affect the District assessments of the individual owners within the original District boundaries, but will extend District assessments to individual owners in the expanded areas.

Social Equity Statement

The proposed Ordinance grants a petition for the amendment of the District, pursuant to the procedures and factors set forth in section 190.046, 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 District, regardless of their demographics. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

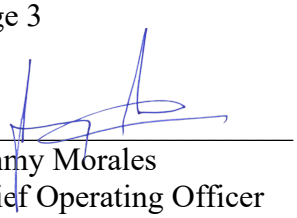
Track Record/Monitor
This development has private and public roads that are to be maintained by a Homeowners' Association (HOA), the District or the County. A Multipurpose Maintenance Special Taxing District ("Special Taxing District") will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the HOA or District be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the Special Taxing District. Hence, the Caple Farms West Multipurpose Maintenance and Street Lighting Special Taxing District was created by the Board on September 4, 2024, per Ordinance No. 24-84 and is in a dormant status and will be activated upon failure of the District or any association to provide maintenance of certain infrastructure within the District. Oversight of CDDs is the responsibility of the State.

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

Background
Quail Roost CDD ("Petitioner"), the Board of Supervisors of the Quail Roost Communities, has filed an application to amend the District in connection with said development. The District was created by the Board on February 21, 2018, pursuant to Ordinance No. 18-19. It was later amended by the Board on June 16, 2020, pursuant to Ordinance No. 20-58. The District's original boundaries encompass approximately 33.00 acres with approximately $5.593 million in infrastructure costs servicing approximately 85 single-family units. The current amended District's boundaries encompass approximately 88.81 acres with approximately $11.184 million in infrastructure costs servicing approximately 266 single-family units. Upon adoption of the attached Ordinance, the District's boundaries will be increased by approximately 17.71 acres and 67 single-family units, encompassing a total of approximately 106.52 acres and 333 single-family units. The infrastructure costs for the expansion will be approximately $5.767 million. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of $1,500.00 and $15,000.00 for future advertising costs to the County.

A Declaration of Restrictive Covenants has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, 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 Operating Officer

MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: January 22, 2025

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(J)

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 ____, majority plus one ____, 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) ____, 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(J)
1-22-25

ORDINANCE NO. 25-3

ORDINANCE GRANTING PETITION OF QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED, AS AMENDED, ON THE NORTH BY SW 184 STREET (EUREKA DRIVE), ON THE EAST BY SW 132 AVENUE, ON THE SOUTH BY THEORETICAL SW 195 TERRACE, AND ON THE WEST BY SW 137 AVENUE (LINDGREN ROAD); AMENDING THE BOUNDARIES OF THE DISTRICT TO EXPAND ITS TOTAL ACREAGE BY APPROXIMATELY 17.71 ACRES; 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 the authority for Miami-Dade County, through its charter, to provide a method for establishing new governmental units in Miami-Dade County and provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting on February 21, 2018, the Board adopted Ordinance No. 18-19 establishing the Quail Roost Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

WHEREAS, at its meeting on June 16, 2020, the Board adopted Ordinance No. 20-58 amending the boundaries of the District and providing for amended boundaries of the District; and

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

WHEREAS, the Board of Supervisors (Petitioner) of Quail Roost CDD has submitted a petition to expand the District's boundaries by approximately 17.71 acres, resulting in a total increase in acreage of the District from 88.81 acres to 106.52 acres; and

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

WHEREAS, the District, as expanded, 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 finds that the statements contained in the petition to expand the District's boundaries are true and correct; and

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

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

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

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

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

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

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

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

Section 2. The Petition to expand the District to include the real properties described therein, which was filed by the petitioner on September 24, 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 1 to the Ordinance.

Section 3. The external boundaries of the District, as expanded, are sufficiently contiguous and shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit 2 to the Ordinance. Furthermore, the external boundaries shall be as depicted on the location map attached hereto and incorporated herein as Exhibit 3 to the Ordinance.

Section 4. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, expand or modify Ordinance Nos. 18-19 or 20-58.

Section 5. If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

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

Section 7. This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED: January 22, 2025

Approved by County Attorney as to form and legal sufficiency: JMM

Prepared by: MJM

Michael J. Mastrucci

"EXHIBIT 1 to the Ordinance"

PETITION TO EXPAND QUAIL ROOST
COMMUNITY DEVELOPMENT DISTRICT

Dated: September 24, 2024

Memorandum

Date: September 24, 2024

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

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

Subject: Quail Roost Community Development District – Second Amendment

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The attached petition was submitted by the Board of Supervisors of the Quail Roost CDD 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 September 24, 2024.

Attachment

c: Michael Mastrucci
Assistant County Attorney

BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

IN RE: PETITION PURSUANT TO SECTION 190.046(1), FLORIDA STATUTES, TO EXPAND THE BOUNDARIES OF QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT
_____/

PETITION TO EXPAND BOUNDARIES OF QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors (the "Board") of the Quail Roost Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 18-19 of Miami-Dade County, Florida (the "County"), adopted on February 21, 2018, as amended by Ordinance No. 20-58, adopted on June 16, 2020 (collectively the "Ordinance") hereby submits this petition (the "Petition") to the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the "Act"), to further expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 88.81 +/- acres are currently within the external boundaries of the District.

2. That the Board desires to expand the boundaries of the District by adding approximately 17.71 +/- acres of real property as legally described in Exhibit A, attached hereto and made a part hereof. Following such expansion of the District's boundaries, all lands in the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE FOLLOWS]

RESPECTFULLY SUBMITTED this 12 day of March, 2024.

QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: Teresa Balaja
Title: Chairperson/Vice-Chairperson

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 12 day of March, 2024 by Teresa Balaja, the Chairperson/Vice-Chairperson of the Board of Supervisors of the Quail Roost Community Development District, who is personally known to me [✓] or produced _____ as identification.

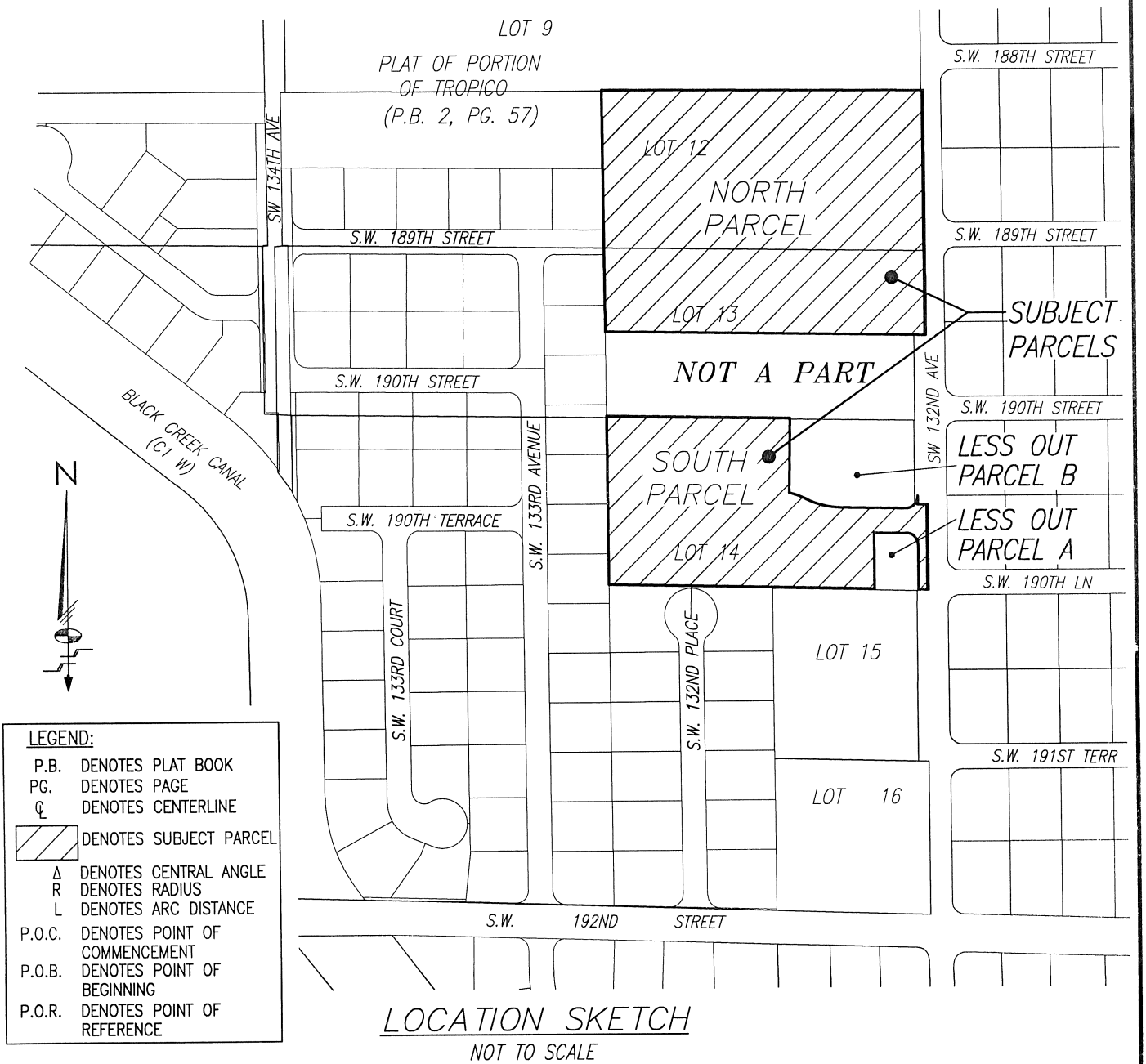
NATALIA GROSMAN
MY COMMISSION # HH 070362
EXPIRES: January 30, 2025
Bonded Thru Notary Public Underwriters

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



LEGEND:

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

LOCATION SKETCH

NOT TO SCALE

A PORTION OF SECTION 02-56S-39E, MIAMI-DADE COUNTY, FLORIDA.

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

SHEET 1 OF 10 SHEETS

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

ORDER NO. 217560-A

DATE: FEBRUARY 28, 2024

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB-87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

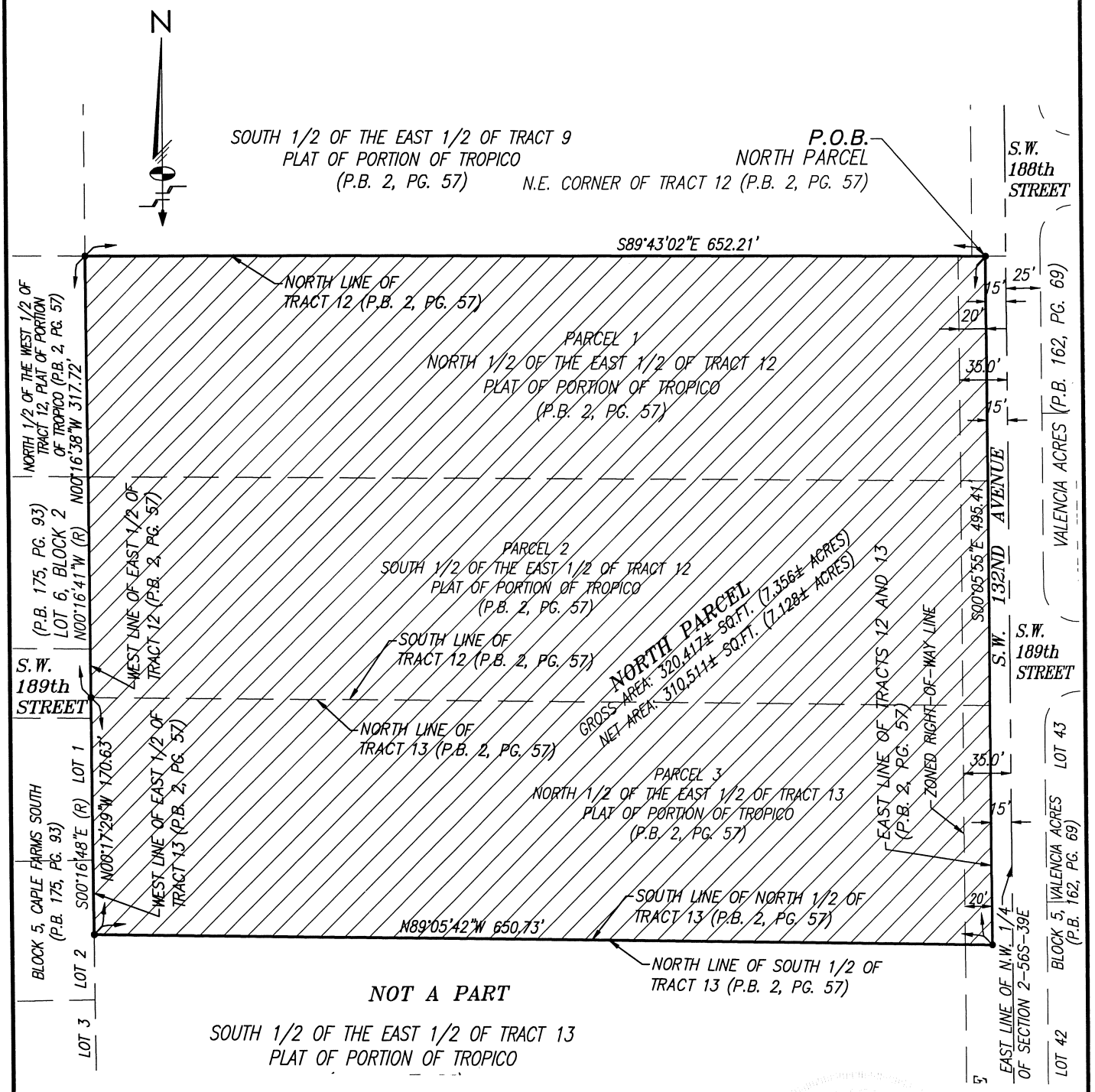
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

Mark S Johnson

K:\025639\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\CAPLE EXPANSION - DELEON-PARCEL AND CAPLE EXPANSION SKETCH AND LEGAL-SHEETS 1 TO 7.DWG

SKETCH TO ACCOMPANY
LEGAL DESCRIPTION



NOT A PART

SOUTH 1/2 OF THE EAST 1/2 OF TRACT 13
PLAT OF PORTION OF TROPICO

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

SCALE 1"=100'

SHEET 2 OF 10 SHEETS

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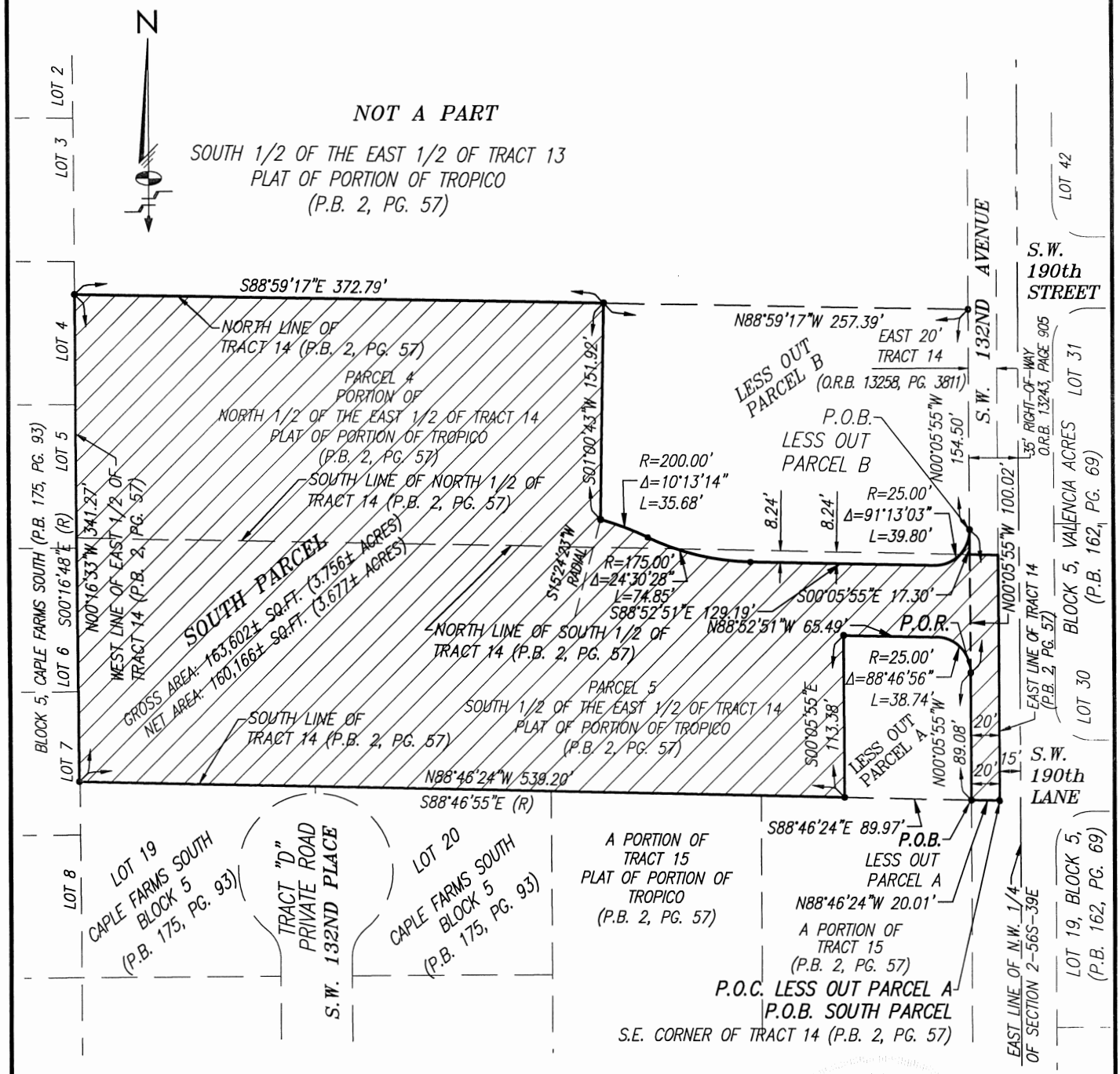

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SCALE 1"=100'

SHEET 3 OF 10 SHEETS

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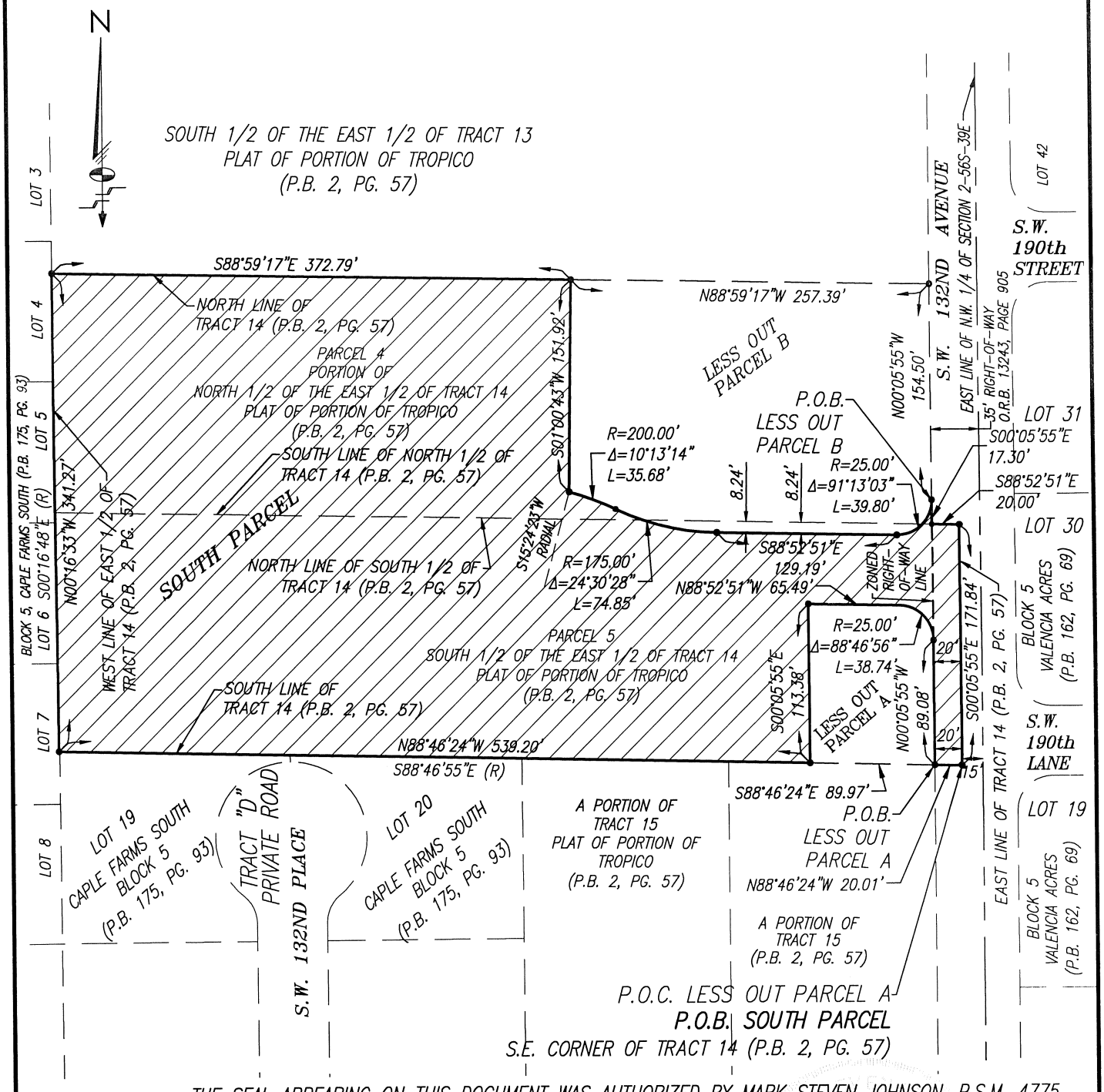

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SCALE 1"=100'

SHEET 4 OF 10 SHEETS

Schwebke-Shiskin & Associates, Inc.

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

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Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

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LEGAL DESCRIPTION
TO ACCOMPANY SKETCH

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT–OF–WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, SAID POINT HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

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

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

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MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

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LEGAL DESCRIPTION
TO ACCOMPANY SKETCH

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.39 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A DISTANCE OF 317.72 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING. (SEE SHEET 2)

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

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

ORDER NO. 217560–A
DATE: FEBRUARY 28, 2024
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB–87

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

REVISIONS

K:\025639\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\CAPLE EXPANSION – DELEON–PARCEL AND CAPLE EXPANSION SKETCH AND LEGAL–SHEETS 1 TO 7.DWG

LEGAL DESCRIPTION
TO ACCOMPANY SKETCH

AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92' FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING. *(SEE SHEET 4)*

1. *THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED VALUE OF S00°05'55"E, ALONG THE EAST LINE OF N.W. 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA*
2. *AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.*
3. *THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.*
4. *ORDERED BY: LENNAR*

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

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

ORDER NO. 217560-A
DATE: FEBRUARY 28, 2024
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

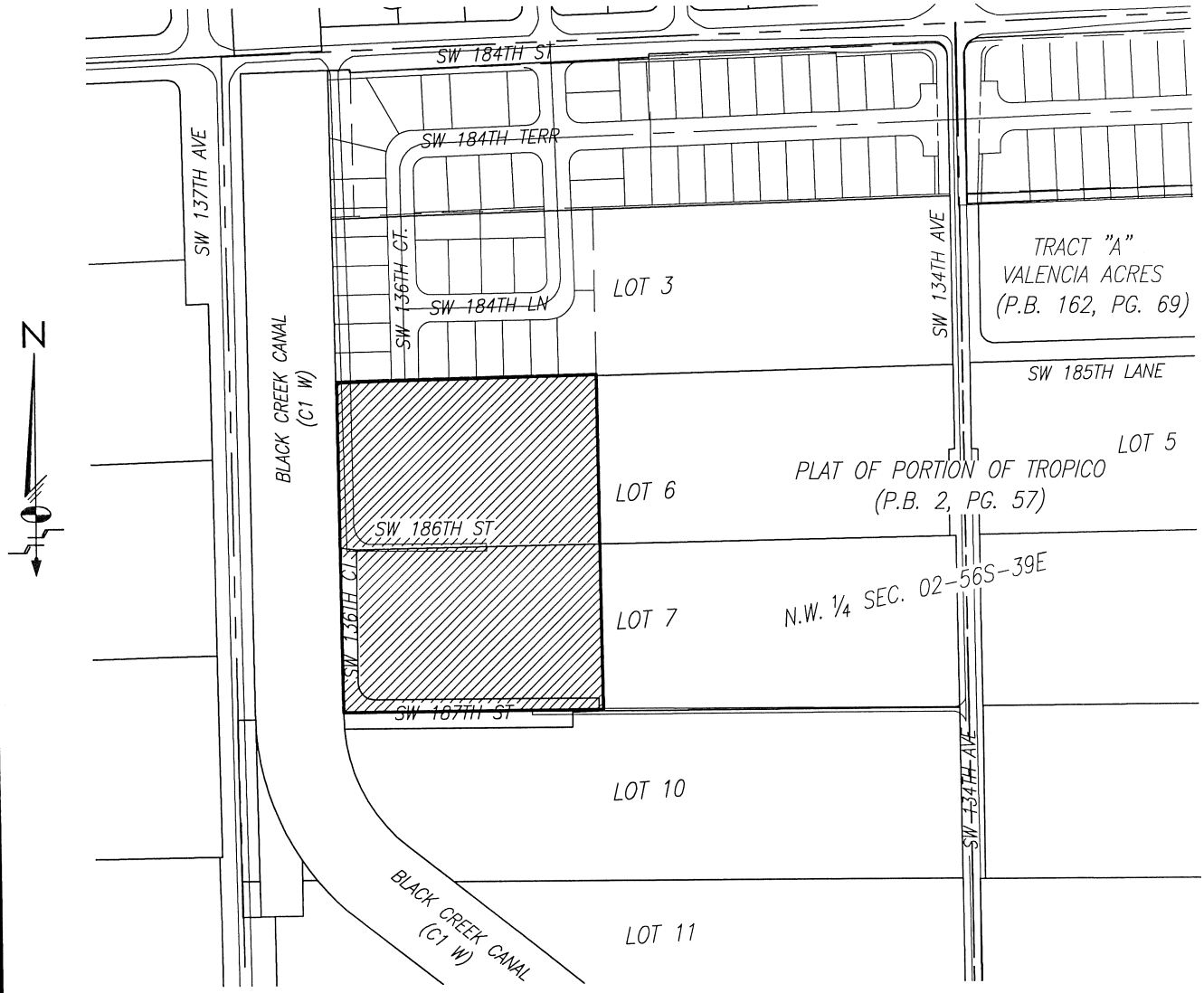
PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

K:\025639\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\CAPLE EXPANSION - DELEON-PARCEL AND CAPLE EXPANSION SKETCH AND LEGAL-SHEETS 1 TO 7.DWG

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NORMA CAPLE – EXPANSION OF QUAIL ROOST CDD



LOCATION SKETCH

A PORTION OF THE NORTHWEST 1/4
SECTION 02, TOWNSHIP 56 SOUTH, RANGE 39 EAST,
MIAMI-DADE COUNTY, FLORIDA.

LEGEND:

P.B.	DENOTES PLAT BOOK
PG.	DENOTES PAGE
℄	DENOTES CENTERLINE
▨	DENOTES SUBJECT PARCEL
CH.B.	DENOTES CHORD BEARING
CH.D.	DENOTES CHORD LENGTH
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC DISTANCE

SCALE: 1"=300'

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

SHEET 8 OF 10 SHEETS

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

ORDER NO. 217560-A
DATE: FEBRUARY 28, 2024
THIS IS NOT A " BOUNDARY SURVEY"
CERTIFICATE OF AUTHORIZATION No. LB-87

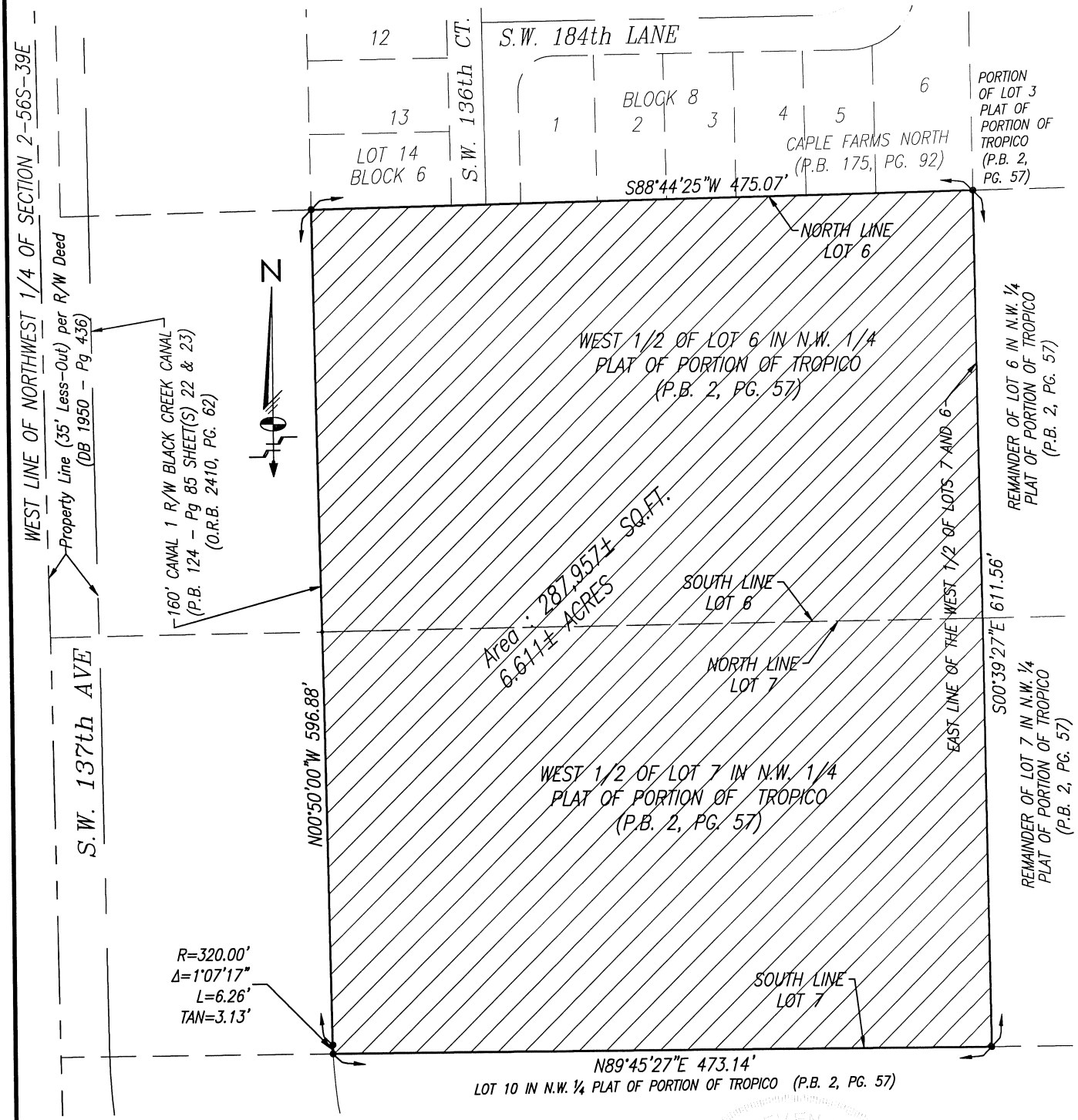
PREPARED UNDER MY SUPERVISION:
Mark Steven Johnson
MARK STEVEN JOHNSON, PRINCIPAL
FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

K:\025639\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\CAPLE EXPANSION – DELEON-PARCEL AND CAPLE EXPANSION SKETCH AND LEGAL-SHEETS 8 TO 10.DWG

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

NORMA CAPLE – EXPANSION OF QUAIL ROOST CDD



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

SCALE 1"=100'

SHEET 9 OF 10 SHEETS

Schwebke-Shiskin & Associates, Inc.

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

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

ORDER NO. 217560–A

DATE: FEBRUARY 28, 2024

THIS IS NOT A " BOUNDARY SURVEY"

CERTIFICATE OF AUTHORIZATION No. LB–87

PREPARED UNDER MY SUPERVISION:

Mark Steven Johnson

MARK STEVEN JOHNSON, PRINCIPAL

FLORIDA PROFESSIONAL LAND SURVEYOR No. 4775

REVISIONS

K:\025639\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\CAPLE EXPANSION – DELEON–PARCEL AND CAPLE EXPANSION SKETCH AND LEGAL–SHEETS 8 TO 10.DWG

LEGAL DESCRIPTION TO ACCOMPANY SKETCH

NORMA CAPLE – EXPANSION OF QUAIL ROOST CDD

LEGAL DESCRIPTION

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE–QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI–DADE COUNTY, FLORIDA.

NOTES:

1) THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N87°43'49"E ALONG THE SOUTH RIGHT–OF–WAY LINE OF S.W. 184th STREET BETWEEN S.W. 136th COURT AND S.W 134th AVENUE.
2) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
3) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
4) ORDERED BY: LENNAR

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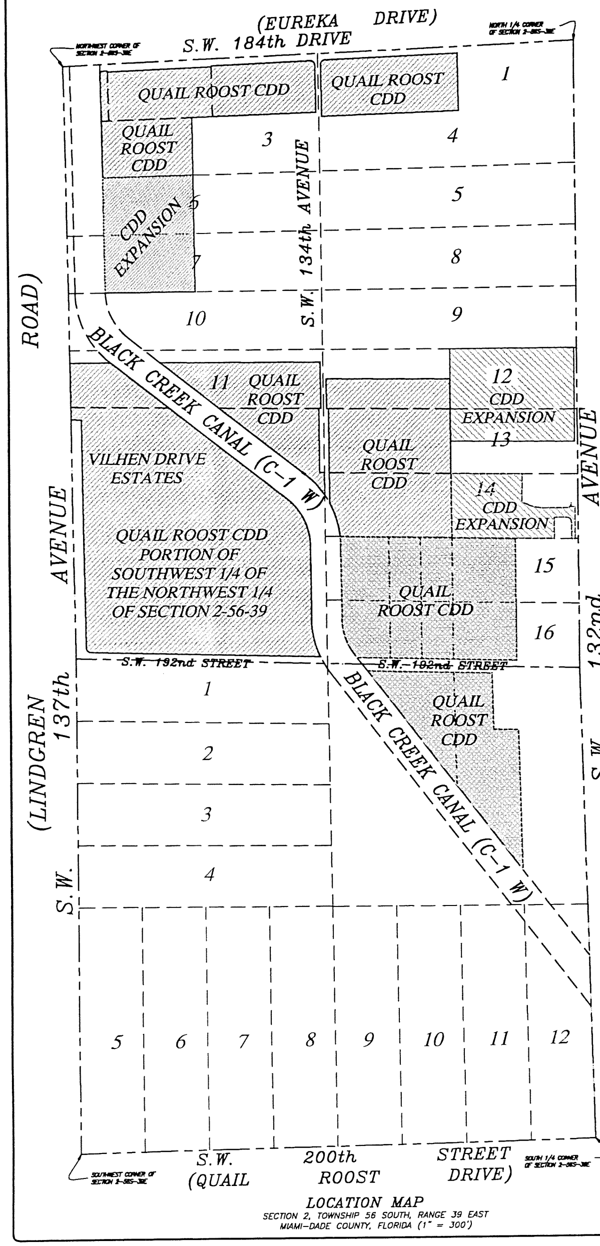
EXHIBIT B

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES

QUAIL ROOST CDD EXPANDED BOUNDARY



LEGAL DESCRIPTION:

ORIGINAL QUAIL ROOST CDD PARCEL

THAT PORTION OF LOT 11, PLAT OF TROPICO, AS RECORDED IN PLAT BOOK 2, PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LYING WEST OF BLACK CREEK CANAL (C-1W) RIGHT-OF-WAY, LESS THE NORTH 65.61 FEET THEREOF,

AND:

ALL OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING WEST OF THE BLACK CREEK CANAL (C-1W) RIGHT-OF-WAY, MIAMI-DADE COUNTY, FLORIDA,

LESS THEREFROM:

THE WEST 55 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LESS THE NORTH 65.61 FEET THEREOF;

AND ALSO LESS THEREFROM:

THE AREA BOUNDED BY THE NORTH LINE OF THE SOUTH 35 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2 AND BOUNDED BY THE EAST LINE OF THE WEST 55 FEET OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 2, AND BOUNDED BY A 25 FOOT RADIUS ARC CONCAVE TO THE NORTHEAST, SAID ARC BEING TANGENT TO BOTH OF THE LAST DESCRIBED LINES.

AND LESS THEREFROM:

THE SOUTH 35 FEET OF THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE IN MIAMI-DADE COUNTY, FLORIDA.

CAPLE NORTH & SOUTH PARCELS

PARCEL 1:

THE WEST 720.19 FEET OF LOT 1, LESS THE NORTH 20 FEET THEREOF, AND THE NORTH 21.69 FEET OF THE WEST 720.19 FEET OF LOT 4, ALL LYING IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED RECORDED JUNE 25, 2003, IN OFFICIAL RECORDS BOOK 21368, PAGE 4039, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 1 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 25 FOOT RADIUS ARC CONCAVE TO THE SOUTHEAST, TANGENT TO THE WEST LINE OF SAID LOT 1, AND TANGENT TO THE SOUTH LINE OF THE NORTH 20 FEET OF SAID LOT 1.

AND

THAT PORTION OF LOT 1 IN THE NORTHWEST OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 25 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE EAST LINE OF SAID LOT 1, AND TANGENT TO THE SOUTH LINE OF THE NORTH 20 FEET OF SAID LOT 1.

PARCEL 2:

ALL OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF THE SUBDIVISION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE EAST 547 FEET OF WEST 782 FEET THEREOF, AND LESS THE WEST 195 FEET AND THE NORTH 20 FEET THEREOF.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, BY WARRANTY DEED DATED DECEMBER 14, 1960, RECORDED IN OFFICIAL RECORDS BOOK 2410, PAGE 62, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOTS 2, 3, 6 AND 7, TROPICO, A SUBDIVISION IN THE NORTHWEST ONE-QUARTER (NORTHWEST 1/4) OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, MIAMI-DADE COUNTY, FLORIDA, PUBLIC RECORDS, LYING WESTERLY OF THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

FROM THE NORTHWEST (NW) CORNER OF SAID SECTION 2, BEAR NORTH 87 DEGREES 43 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 195.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 DEGREES 05 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.01 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 29 SECONDS EAST, A DISTANCE OF 1199.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS AND A RADIUS OF 320.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF SAID LOT 7 AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

LESS, HOWEVER, THE NORTH 20 FEET OF SAID LOT 2 AND ALSO LESS THE WEST 35 FEET OF SAID LOTS 2, 3, 6 AND 7.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED RECORDED JUNE 25, 2003, IN OFFICIAL RECORDS BOOK 21368, PAGE 4036, 0 F THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 25 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE EAST LINE OF SAID LOT 2, AND TANGENT TO THE SOUTH LINE OF THE NORTH 20 FEET OF THE SAID LOT 2.

PARCEL 3:

THE EAST 547 FEET OF THE WEST 782 FEET OF LOT 2 IN THE NORTHWEST 1/2 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF THE SUBDIVISION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED DATED MARCH 2, 1939, RECORDED IN DEED BOOK 1950, PAGE 436, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

NORTH TWENTY (20) FEET OF LOTS ONE (1) AND TWO (2) IN NORTHWEST 1/4 OF TROPICO, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, BY WARRANTY DEED DATED DECEMBER 14, 1960, RECORDED IN OFFICIAL RECORDS BOOK 2410, PAGE 62 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOTS 2, 3, 6 AND 7, TROPICO, A SUBDIVISION IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, MIAMI-DADE COUNTY, FLORIDA, PUBLIC RECORDS, LYING WESTERLY OF THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

FROM THE NORTHWEST (NW) CORNER OF SAID SECTION 2, BEAR NORTH 87 DEGREES 43 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 195.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 DEGREES 05 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.01 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 29 SECONDS EAST, A DISTANCE OF 1199.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS AND A RADIUS OF 320.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF SAID LOT 7 AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

LESS, HOWEVER, THE NORTH 20 FEET OF SAID LOT 2 AND ALSO LESS THE WEST 35 FEET OF SAID LOTS 2, 3, 6 AND 7.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED DATED JUNE 23, 1971, RECORDED IN OFFICIAL RECORDS BOOK 7371, PAGE 455, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF THE EAST 547.00 FEET OF THE WEST 782.00 FEET OF LOT 2, OF "PLAT OF A PORTION OF TROPICO", AS RECORDED IN PLAT BOOK 2, PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, THAT LIES WITHIN THE SOUTH 5.00 FEET OF THE NORTH 40.00 FEET OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED DATED AUGUST 30, 2001, IN OFFICIAL RECORDS BOOK 21368, PAGE 4036, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THAT PORTION OF LOT 2 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, WHICH LIES WITHIN THE EXTERNAL AREA FORMED BY A 25 FOOT RADIUS ARC CONCAVE TO THE SOUTHWEST, TANGENT TO THE EAST LINE OF SAID LOT 2 AND TANGENT TO THE SOUTH LINE OF THE NORTH 20 FEET OF THE SAID LOT 2.

PARCEL 4:

THE WEST 1/2 OF LOT 3 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS BLACK CREEK CANAL R/W.

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED DATED MARCH 2, 1939, RECORDED IN DEED BOOK 1950, PAGE 436, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST THIRTY FIVE (35) FEET OF THE WEST 1/2 OF LOTS THREE (3), SIX (6) AND SEVEN (7) IN NORTHWEST 1/4 OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST.

LEGAL DESCRIPTION: (CONTINUATION)

AND FURTHER EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO THE CENTRAL AND SOUTHERN FLORIDA FLOOD CONTROL DISTRICT, BY WARRANTY DEED DATED DECEMBER 14, 1960, RECORDED IN OFFICIAL RECORDS BOOK 2410, PAGE 62, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF LOTS 2, 3, 6 AND 7, TROPICO, A SUBDIVISION IN THE NORTHWEST ONE-QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, MIAMI-DADE COUNTY, FLORIDA, PUBLIC RECORDS, LYING WESTERLY OF THE FOLLOWING SPECIFICALLY DESCRIBED LINE:

FROM THE NORTHWEST (NW) CORNER OF SAID SECTION 2, BEAR NORTH 87 DEGREES 43 MINUTES 43 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 195.02 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 3 DEGREES 05 MINUTES 28 SECONDS EAST, A DISTANCE OF 1.01 FEET; THENCE SOUTH 0 DEGREES 51 MINUTES 29 SECONDS EAST, A DISTANCE OF 1199.11 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 51 DEGREES 00 MINUTES 31 SECONDS AND A RADIUS OF 320.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, TO THE INTERSECTION THEREOF WITH THE SOUTH LINE OF SAID LOT 7 AND THE END OF THE SPECIFICALLY DESCRIBED LINE.

LESS, HOWEVER, THE NORTH 20 FEET OF SAID LOT 2 AND ALSO LESS THE WEST 35 FEET OF SAID LOTS 2, 3, 6 AND 7.

PARCEL 5:

THAT PORTION LYING EAST OF CANAL C1 W RIGHT OF WAY LINE OF TRACT 11, LESS THE NORTH 65.8 FEET IN TROPICO SUBDIVISION IN THE NORTHWEST 1/4 (NW 1/4) IN SECTION TWO (2), TOWNSHIP FIFTY-SIX (56) SOUTH, RANGE THIRTY-NINE (39) EAST AS RECORDED IN PLAT BOOK 2 AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 6:

THE SOUTH 1/2 OF THE WEST 1/2 OF TRACT 12, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL 7:

THE WEST 1/2 OF TRACT 13 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, AS SHOWN ON PLAT OF PORTION OF TROPICO, AS RECORDED IN PLAT BOOK 2 AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 25 FEET FOR ROAD PURPOSES AND LESS THE BLACK CREEK CANAL RIGHT-OF-WAY.

AND

THE WEST 1/2 OF TRACT 14 IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, AS SHOWN ON PLAT OF PORTION OF TROPICO, AS RECORDED IN PLAT BOOK 2 AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS THE WEST 25 FEET FOR ROAD PURPOSES AND LESS THE BLACK CREEK CANAL RIGHT-OF-WAY.

PARCEL 8:

THAT PORTION OF THE NORTH HALF (N 1/2) OF THE NORTHEAST 1/4 (NE 1/4) OF THE SOUTHWEST 1/4 (SW 1/4) OF THE NORTHWEST 1/4 (NW 1/4) OF SECTION TWO (2), TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING NORTHEASTERLY OF BLACK CREEK CANAL RIGHT OF WAY, MIAMI-DADE COUNTY, FLORIDA.

EXCEPTING THEREFROM, THAT PORTION OF THE ABOVE DESCRIBED PARCEL OF LAND CONVEYED TO MIAMI-DADE COUNTY, FLORIDA, BY RIGHT-OF-WAY DEED DATED MARCH 11, 1971, RECORDED IN OFFICIAL RECORDS BOOK 7196, PAGE 174, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST 25 FEET OF THE NORTH 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

PARCEL 9:

THAT PORTION OF THE SOUTH HALF (S 1/2) OF THE NORTHEAST 1/4 (NE 1/4) OF THE SOUTHWEST 1/4 (SW 1/4) OF THE NORTHWEST 1/4 (NW 1/4) OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, LYING NORTHEASTERLY OF BLACK CREEK CANAL RIGHT-OF-WAY, MIAMI-DADE COUNTY, FLORIDA.

CAPLE TWO PARCELS

PARCEL A:

THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA, LYING NORTHEASTERLY OF BLACK CREEK CANAL.

LESS AND EXCEPT THE EAST 131 FEET, AS MEASURED ALONG THE NORTH LINE, OF THE NORTH 331 FEET AS MEASURED ALONG THE EAST LINE OF THE WEST 1/2 OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE NORTH 35.00 FEET THEREOF DEDICATED FOR RIGHT-OF-WAY PER DEED BOOK 1907 AT PAGE 210, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

PARCEL B:

PARCEL 1:

THAT PORTION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4, LYING NORTHEAST OF THE C-1 W CANAL RIGHT OF WAY LINE, SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE NORTH 35.00 FEET THEREOF.

PARCEL 2:

THE EAST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, BLOCK 2, IN THE NW 1/4 IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTH 35.00 FEET THEREOF.

PARCEL 3:

THE WEST 1/2 OF THE EAST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, BLOCK 2, IN THE NW 1/4 IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTH 35.00 FEET THEREOF.

PARCEL 4:

THE WEST 1/2 OF THE WEST 1/2 OF TRACTS 15 AND 16, BLOCK 2, IN THE NW 1/4 IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA. LYING NORTHEAST AND EAST OF THE C-1 W CANAL RIGHT-OF-WAY LINE.

LESS AND EXCEPT THE SOUTH 35.00 FEET THEREOF.

PARCEL C:

THE WEST 1/2 OF THE EAST 1/2 OF TRACTS 15 AND 16, BLOCK 2, IN THE NW 1/4 IN SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 57, PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS AND EXCEPT THE SOUTH 35.00 FEET THEREOF.

CAPLE EXPANSION PARCEL (NORMA CAPLE PARCELS)

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

CONTINUE... (SEE SHEET 2)

NOTES:

1) THE INTENT OF THIS DRAWING IS TO ADD CAPLE EXPANSION PARCEL (NORMA CAPLE PARCELS) AND DELEON EXPANDED PARCELS (NORTH AND SOUTH PARCELS) TO THE EXISTING QUAIL ROOST CDD EXPANDED BOUNDARY PREPARED BY FORD, ARMENTEROS & FERNANDEZ, INC, DATED OCTOBER 17, 2019 AS PROVIDED BY CLIENT.
2) ALL OF THE ABOVE CONTAINING 4,643,758 SQUARE FEET MORE OR LESS. OR 106.602 ACRES MORE OR LESS.
3) THIS IS NOT A BOUNDARY SURVEY.
4) THE BEARINGS SHOWN HEREON RELATE TO AN ASSUMED BEARING OF N00°50'00"W ALONG THE EASTERLY RIGHT-OF-WAY LINE OF BLACK CREEK CANAL C-1W.
5) AUTHENTIC COPIES OF THIS SKETCH AND LEGAL DESCRIPTION MUST BEAR THE EMBOSSED SEAL OF THE ATTESTING PROFESSIONAL LAND SURVEYOR.
6) THIS SKETCH HAS BEEN PREPARED FOR THE EXCLUSIVE USE OF THE ENTITY (ENTITIES) NAMED HEREON ONLY. THE ATTACHED CERTIFICATION DOES NOT EXTEND TO ANY UNNAMED PARTIES.
7) ORDERED BY: LENNAR

This Survey has been electronically signed and sealed by Mark Steven Johnson, PSM on the date noted hereon. All signatures must be verified on electronic copies. Printed copies are not considered signed and sealed unless they include an additional raised seal and signature of the surveyor.

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY: THAT THIS "SKETCH AND LEGAL DESCRIPTION", OF THE PROPERTY DESCRIBED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS DRAWN UNDER MY SUPERVISION AND DIRECTION. THIS SURVEY COMPLIES WITH THE STANDARD OF PRACTICE REQUIREMENTS ADOPTED BY THE FLORIDA STATE BOARD OF SURVEYORS AND MAPPERS AS CONTAINED IN RULES 5J-17.051 AND 5J-17.052, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO CHAPTER 472.027, FLORIDA STATUTES.

Schwebke-Shiskin & Associates, Inc.

BY: *Mark Steven Johnson*
MARK STEVEN JOHNSON, PRINCIPAL
PROFESSIONAL LAND SURVEYOR No. 4775
STATE OF FLORIDA.

Mark S Johnson

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

REVISIONS				
Date	Order No.	Field Book	Remarks	By
02-13-24	217590		ADD DELEON EXPANDED PARCEL	GR
02-23-24	217590		REVISED AS PER CLIENT COMMENTS	GR

FILE No.

QUAIL ROOST CDD EXPANDED BOUNDARY

SKETCH AND LEGAL DESCRIPTION

Section 02, Township 56 South, Range 39 East, Miami-Dade County, Florida

Schwebke-Shiskin & Associates, Inc.
LAND PLANNERS • ENGINEERS • LAND SURVEYORS
3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL: (954) 435-7010 FAX: (954) 438-3288

CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

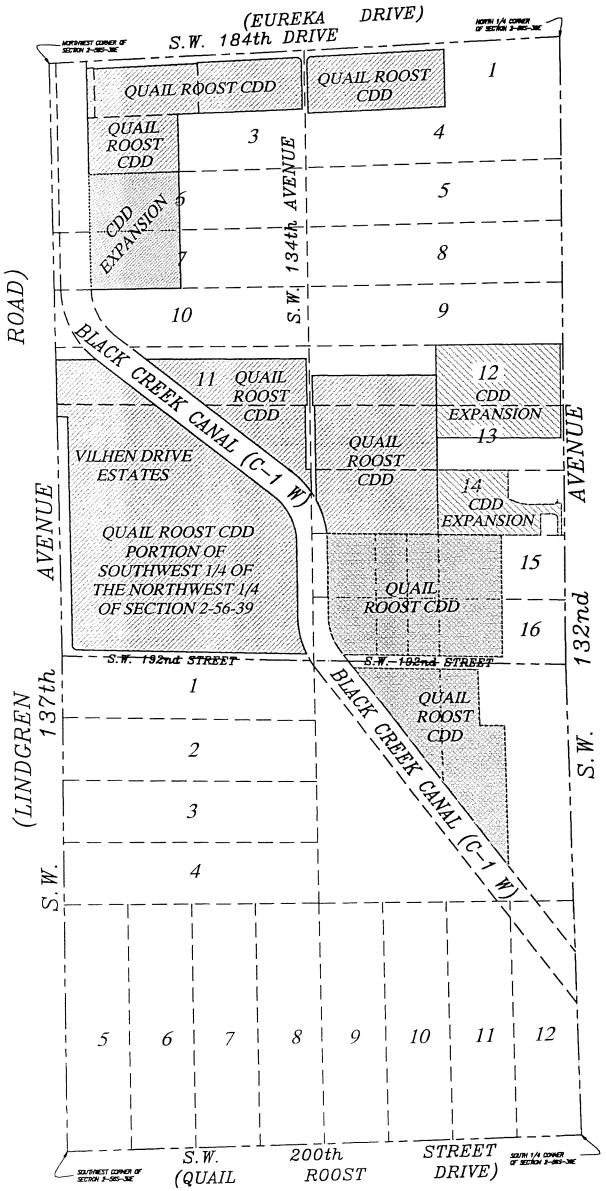
This is not a "Boundary Survey."

Drawn By: GR	Survey Date: 06-19-2023	Checked By: M.S.J.	Date:
Order No. 216539	F.B. No.: Pg	Scale:	AS SHOWN
File No.		Sheet 1 of 3 Sheet(s)	

K:\216539\TROPICO SUBDIVISION\CAPLE FARMS CENTRAL\SKETCH AND LEGAL\W HALF OF LOTS 6 & 7 IN SEC 02-56-39.ADD DELEON.DWG

MDC028

QUAIL ROOST CDD EXPANDED BOUNDARY



LOCATION MAP
SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST
MIAMI-DADE COUNTY, FLORIDA (1" = 300')

LEGAL DESCRIPTION: (CONTINUATION)

DELEON EXPANDED PARCEL:

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, SAID POINT HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING.

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.33 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A DISTANCE OF 317.72 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING.

AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST 1/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92' FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING.

Schwebke-Shiskin & Associates, Inc.
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3240 CORPORATE WAY, MIRAMAR, FLORIDA 33025 TEL. (954) 435-7010 FAX (954) 435-7264
CERTIFICATE OF AUTHORIZATION No. LB-87

NOTE: This sketch is not valid unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper.

This is not a "Boundary Survey."

Drawn By: GR | Survey Date: 04-19-2021 | Checked By: M.S.I. | Date:
Order No.: 21.1533 | F.B. No.: Pg | Scale: AS SHOWN
File No. | Sheet 2 of 3 Sheet(s)

QUAIL ROOST CDD EXPANDED BOUNDARY
SKETCH AND LEGAL DESCRIPTION
Section 02, Township 56 South, Range 39 East, Miami-Dade County, Florida

REVISIONS

Date	Order No.	Field Book	Description
04-19-21	21.1533		ADD BOUNDARY SKETCH
05-13-21	21.1533		ADD LEGAL DESCRIPTION

FILE

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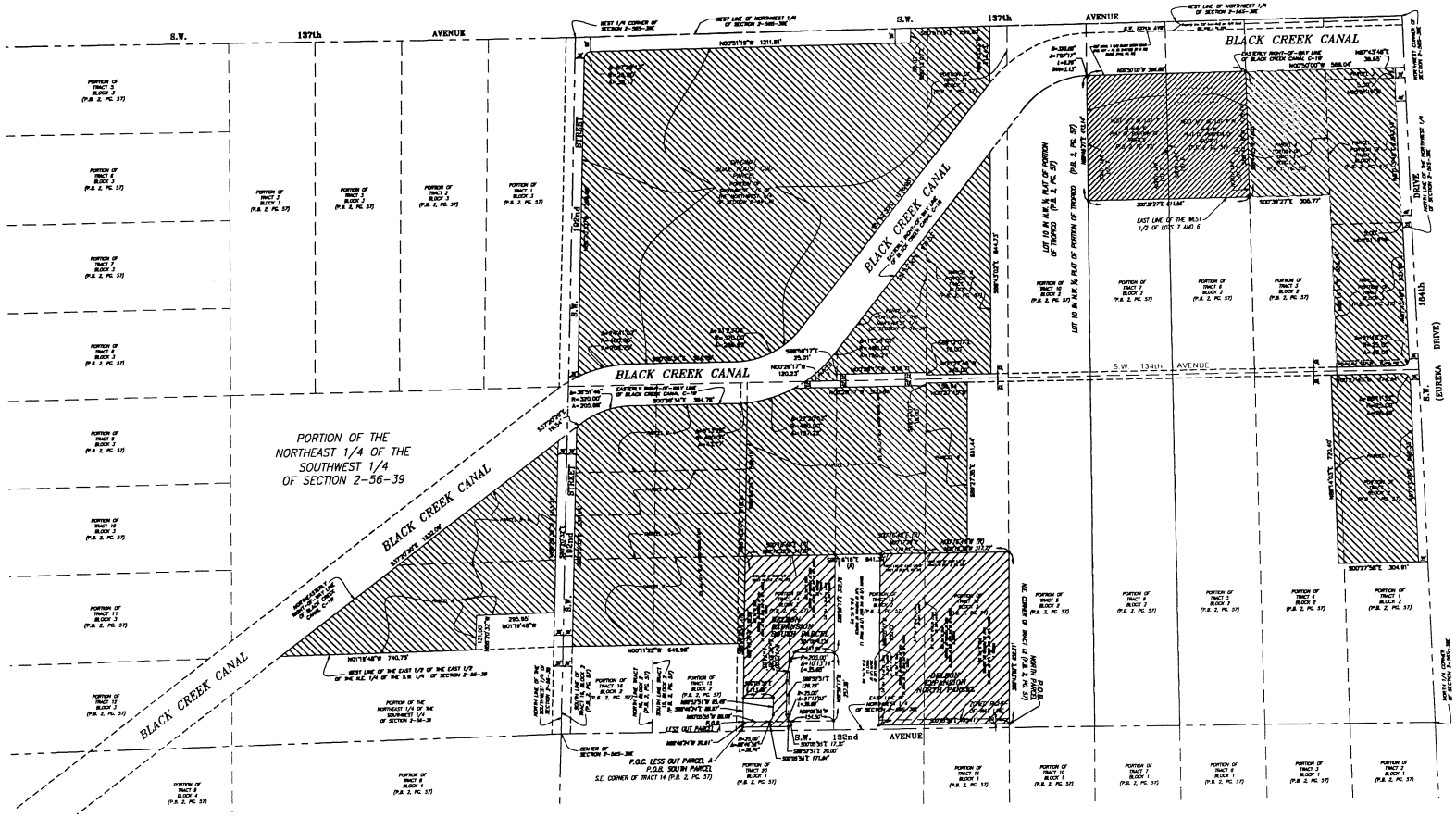
MD0029

QUAIL ROOST CDD EXPANDED BOUNDARY



(A) DENOTES BEARING AS SHOWN ON "QUAIL ROOST CDD EXPANDED BOUNDARY" AS PREPARED BY FORD, ARMENTEROS & FERNANDEZ, INC. AS PROVIDED BY CLIENT
(R) DENOTES BEARING AS SHOWN ON PLAT BOOK 175, PG. 93

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CERTIFICATE OF AUTHORIZATION No. LB-87

Drawn By: MT | Scale: 1" = 200' | Date: 08-04-2022
Order No.: 218028 | F.B. No.: pg | Sheet: 3 of 3 Sheet(s)
File No.: | Checked By: M.S.L. | Date: AS SHOWN

NOTE: This sketch is not valid unless it bears the signature and original raised seal of a Florida licensed surveyor and mapper.

This is not a "Boundary Survey."

QUAIL ROOST CDD EXPANDED BOUNDARY
SKETCH AND LEGAL DESCRIPTION
Section 02, Township 56 South, Range 39 East, Miramar, Broward County, Florida

REVISIONS

Desc.	Chkr.	Appd.	Remarks
08-04-22	MSL		ADDED LEGAL DESCRIPTION

RE

EXHIBIT 8

MDC0030

EXHIBIT C

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

	COST ESTIMATE	START CONSTRUCTION	COMPLETE CONSTRUCTION
Water Distribution System	$1,117,000	September, 2024	June, 2025
Wastewater Collection System	$1,136,000	September, 2024	June, 2025
Roadway Improvements	$2,494,000	June, 2024	June, 2025
Stormwater Management System	$1,020,000	June, 2024	June, 2025
Total:	$5,767,000		

EXHIBIT D

EVIDENCE OF WRITTEN CONSENT OF OWNERS TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

AFFIDAVIT

On this 25 day of March, 2024, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Steven S. Benson, who, after being duly sworn, deposes and says:

1. Affiant is the Authorized Agent of AG EHC II (LEN) MULTI STATE 4, LLC, a Delaware limited liability company (the "Owner").

2. Owner is the fee title owner of the following described property, to wit:

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

3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition to Expand the Boundaries of the Quail Roost Community Development District before the County Commission of Miami-Dade County, Florida.

4. Affiant, on behalf of the Owner as the fee simple owner of the Property, in the capacity described above, hereby gives full consent to the expansion of the external boundaries of the Quail Roost Community Development District to include the Property therein.

IN WITNESS WHEREOF, I have hereunto set my hand this 25 day of March, 2024.

AG EHC II (LEN) MULTI STATE 4, LLC, a Delaware limited liability company

By: _____

Name: Steven S. Benson

Title: Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 4, LLC

STATE OF ARIZONA)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 25 day of March, 2024, by Steven S. Benson, as Manager of Essential Housing Asset Management, LLC, Authorized Agent of AG EHC II (LEN) MULTI STATE 4, LLC, a Delaware limited liability company. She/He is personally known to me [✓] or produced _____ as identification.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

_____
Notary Public

Jaime Marie Adams
Typed, printed or stamped name of Notary Public

Exhibit "A"

Description of Property

NORMA CAPLE PARCEL:

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AFFIDAVIT

On this 26 day of March, 2024, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Rogert Deleon, who, after being duly sworn, deposes and says:

1. Affiant is the Member of Rogert Deleon R.E., LLC, a Florida limited liability company (the "Owner").

2. Owner is the fee title owner of the following described property, to wit:

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

3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments on behalf of the Owner, including the Petition to Expand the Boundaries of the Quail Roost Community Development District before the County Commission of Miami-Dade County, Florida.

4. Affiant, on behalf of the Owner as the fee simple owner of the Property, in the capacity described above, hereby gives full consent to the expansion of the external boundaries of the Quail Roost Community Development District to include the Property therein.

IN WITNESS WHEREOF, I have hereunto set my hand this 26 day of March, 2024.

ROGERT DELEON R.E., LLC, a Florida limited liability company

By: _____
Name: Rogert Deleon
Title: Member

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 26 day of March, 2023, by Rogert Deleon, as _____, of ROGERT DELEON R.E., LLC, a Florida limited liability company. She/He is personally known to me [X] or produced _____ as identification.

LEANDRO GARCIA
Commission # HH 405127
Expires May 31, 2027

_____
Notary Public
Leandro Garcia
Typed, printed or stamped name of Notary Public

Exhibit "A"

Description of Property

DELEON PARCEL

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF

89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, SAID POINT HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.39 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A

DISTANCE OF 317.72 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING. (SEE SHEET 2)

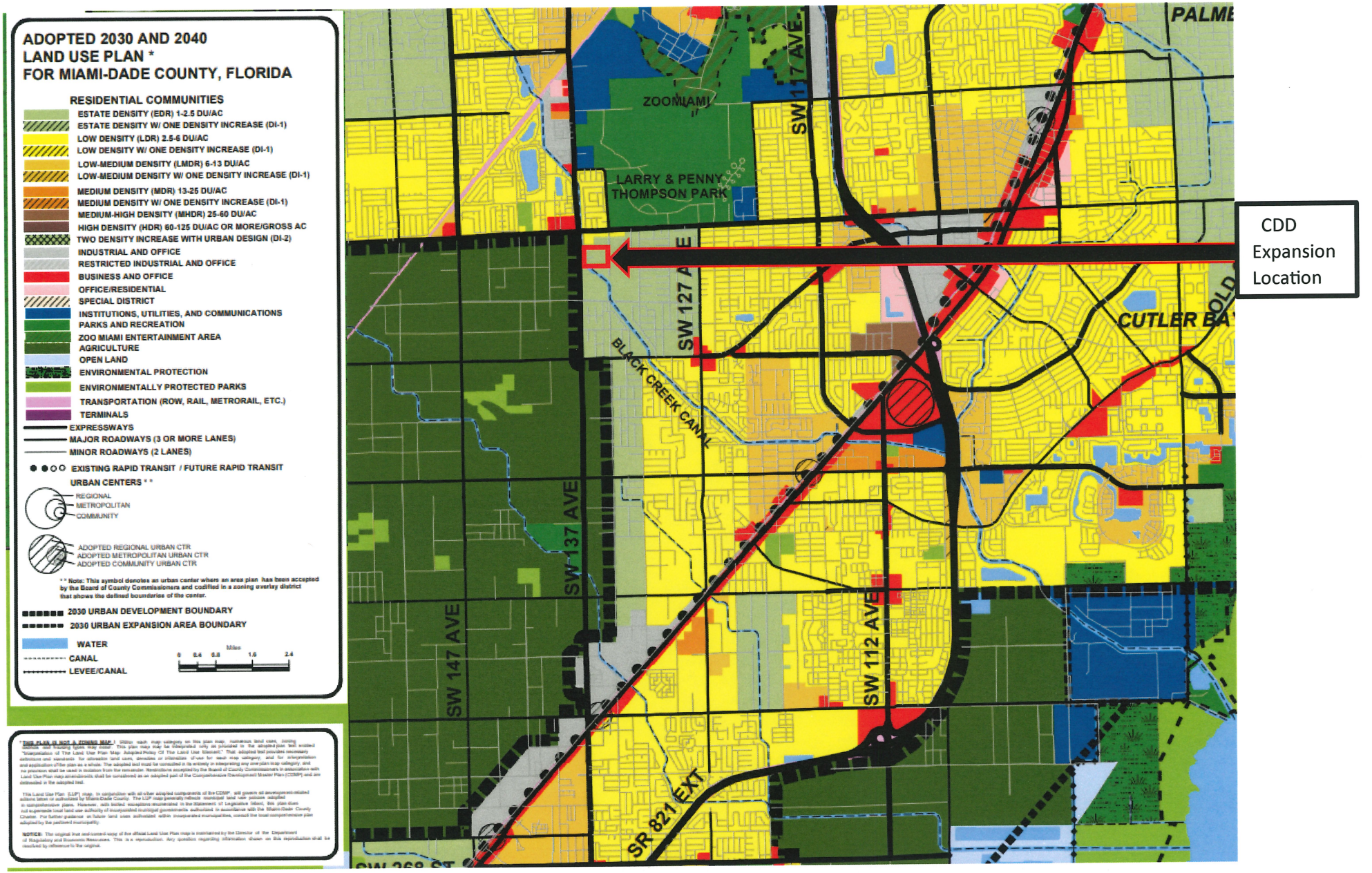
AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92' FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST I/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING. (SEE SHEET 4)

EXHIBIT E

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

FUTURE LAND USE MAP – QUAIL ROOST CDD EXPANSION



MDC042

LOW
DENSITY
(LDR)
ESTATE
DENSITY
(EDR)
SW 185TH LN
SW 133RD AVE
SW 186TH LN
SW 187TH TER
SW 189TH TER
SW 189TH ST
SW 132ND AVE

MDC043

SW 132ND AVE
SW 186TH LN
EU-1C
SW 133RD AVE
SW 185TH LN
SW 189TH TER
SW 189TH ST
RU-1MA
NONE

EXHIBIT F

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the Petition to expand boundaries of Quail Roost Community Development District (the "District"). The District is a unit of special-purpose local government established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter by Ordinance No. 18-19 of Miami-Dade County, Florida (the "County"), adopted on February 21, 2018, as amended by Ordinance No. 20-58, adopted on June 16, 2020 (collectively the "Ordinance"). The District is currently comprised of approximately 88.81 +/- acres, a residential community ("Project"), located generally south of SW 184 Street, east of SW 137 Avenue, west of SW 132 Avenue and north of SW 200 Street, in unincorporated Miami-Dade County, Florida. The District desires to expand the boundaries by adding approximately 17.71 +/- acres. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), Florida Statutes, as follows:

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

1.2 Overview of the Quail Roost Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Quail Roost Community Development District. Following the expansion, the Quail Roost Community Development District will encompass approximately 106.52 +/- gross acres.

The Development plan for the proposed expansion within the District includes the construction of approximately 67 single-family residential units. A Community Development District ("CDD") is an independent unit of special-purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), Florida Statutes.

A CDD is not a substitute for the local, general-purpose government unit, e.g., the County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by

general-purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the District. The scope of this SERC is limited to evaluating the consequences of approving the proposal to expand the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

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

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

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

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

(c) A good faith estimate of the cost to the agency[1], 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, and the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined in Section 120.52, Florida Statutes. (Miami-Dade County is not defined as a small county for purposes of this

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

requirement).

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

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

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

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

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

As noted above, the District is a residential community and the expansion is designed for up to 67 residential single-family units. Expansion of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the principal developer of the lands within the District and any other landowner will also be under the jurisdiction of the District.

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

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The District expanded will encompass under 2,500 acres, therefore the County is the establishing entity under Section 190.005(1) Florida Statutes, and the Miami-Dade County Home Rule Charter. The modest costs to various State entities to

implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential.

Miami-Dade County

The land within the proposed expansion area of the District is within unincorporated Miami-Dade County and consists of approximately 17.71 +/- gross acres. The County and its staff will analyze the Petition, conduct a public hearing and take final action with respect to the expansion of the District. These activities will absorb some resources.

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

The annual costs to the County because of the expansion of the District are also minimal. 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, (e.g., the District's proposed budget) that the District is required to provide to the County.

4.2 Impact on State or Local Revenues

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

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

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

Table 1 provides an outline of the various facilities and services the District may provide to the proposed expansion area. The District will fund, own and operate the stormwater management system. The District will also fund the water distribution system, wastewater collection system, and public roadway improvements, all of which will be owned by the County or the District, and

the County or District will operate and maintain these improvements.

Table 1. Quail Roost Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Water Distribution System	**CDD**	**CDD/MDC**	**CDD/MDC**
Wastewater Collection System	**CDD**	**CDD/MDC**	**CDD/MDC**
Roadway Improvements	**CDD**	**CDD/MDC**	**CDD/MDC**
Stormwater Management System	**CDD**	**CDD**	**CDD**

Key: O&M=Operations and Maintenance, CDD=Community Development District; MDC=Miami-Dade County

The petitioner has estimated the design and development costs for providing the capital facilities to the expansion area. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately **$5,767,000**. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

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

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

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

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

First, those property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be

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

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

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

Table 2. Cost Estimate for District Facilities

Category	**Cost**
Water Distribution System	**$ 1,117,000**
Wastewater Collection System	**$ 1,136,000**
Roadway Improvements	**$ 2,494,000**
Stormwater Management System	**$ 1,020,000**
Total Projected Costs of Improvements	**$ 5,767,000**

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 in Section 120.52, Florida Statutes.

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

The County has a population greater than 75,000 according to the 2020 U.S Census. Therefore, the County is not defined as a "small county" according to Section 120.52 (19), Florida Statutes.

7.0 Any additional useful information.

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

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

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

APPENDIX A
LIST OF REPORTING REQUIREMENTS

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

EXHIBIT G

DECLARATION OF RESTRICTIVE COVENANTS

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

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, a Petition to create the Quail Roost Community Development District (the "District") was approved and adopted by the Board of Miami-Dade County Commissioners (the "Board"), pursuant to Ordinance No. 18-19 on February 21, 2018, as amended by Ordinance No. 20-58 on June 16, 2020 (collectively the "Ordinance"), and a Petition to expand the boundaries of the District was filed on _____, 2024, and approved pursuant to Ordinance No. _____ on _____, by the Board; and

WHEREAS, a Declaration of Restrictive Covenants was previously recorded on June 4, 2018 at O.R. Book 30998, Page 4753, of the Public Records of Miami-Dade County, Florida and on June 29, 2020 at O.R. Book 31988, Page 4731, of the Public Records of Miami-Dade County, Florida, relating to certain real property located within the boundaries of the District, in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling 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 $45,750 FOR A SINGLE-FAMILY UNIT (50) AND $57,750 FOR A SINGLE-FAMILY UNIT (100) . THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $28,048 FOR A SINGLE-FAMILY UNIT (50) AND $35,405 FOR A SINGLE-FAMILY UNIT (100), IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,525 FOR A SINGLE-FAMILY UNIT (50) AND $1,925 FOR A SINGLE-FAMILY UNIT (100) 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 $45,750 FOR A SINGLE-FAMILY UNIT (50) AND $57,750 FOR A SINGLE-FAMILY UNIT (100). THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $28,048 FOR A SINGLE-FAMILY UNIT (50) AND $35,405 FOR A SINGLE-FAMILY UNIT (100), IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,525 FOR A SINGLE-FAMILY (50) AND $1,925 FOR A SINGLE-FAMILY UNIT (100) 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 Purchase 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 $45,750 FOR A SINGLE-FAMILY UNIT (50) AND $57,750 FOR A SINGLE-FAMILY UNIT (100). THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF $28,048 FOR A SINGLE-FAMILY UNIT (50) AND $35,405 FOR A SINGLE-FAMILY UNIT (100) IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF $1,525 FOR A SINGLE-FAMILY UNIT (50) AND $1,925

FOR A SINGLE-FAMILY UNIT (100) 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:

QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE QUAIL ROOST 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 QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN QUAIL ROOST COMMUNITIES. A PURCHASER OF PROPERTY IN QUAIL ROOST COMMUNITIES WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE QUAIL ROOST

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 QUAIL ROOST COMMUNITIES AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [*INSERT APPROPRIATE CONTACT INFORMATION*]."

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

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

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

1.8 Multi-Purpose Special Taxing District to Maintain Infrastructure

The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat

on any portion of the Property, Owner shall submit to the Board a complete application for the creation of a multi-purpose maintenance 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 maintenance 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. The Caple Farms West Multipurpose Maintenance and Street Lighting Special Taxing District (Special Taxing District) was created by the Board of County Commissioners on September 4, 2024, pursuant to Ordinance No. 24-84. The Special Taxing District is in a dormant status and will be activated upon failure of the District or any association to provide maintenance of certain infrastructure within the District.

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 amendment of the District, and shall

remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

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

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

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

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

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 25 day of March, 2024.

OWNER:
AG EHC II (LEN) MULTI STATE 4, LLC,
a Delaware limited liability company

By: _____
Name: Steven S. Benson
Title: Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of AG EHC II (LEN) Multi State 4, LLC

STATE OF ARIZONA)
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this 25 day of March, 2024, by Steven S. Benson, as Manager of Essential Housing Asset Management, LLC, the Authorized Agent of AG EHC II (LEN) MULTI STATE 4, LLC, a Delaware limited liability company, who is personally known to me or who produced _____ as identification.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

_____
Notary Public
Print Name: Jaime Marie Adams
My commission expires: 07/01/2025

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 26 day of March, 2024.

OWNER:
ROGERT DELEON R.E., LLC,
a Florida limited liability company

By: _____
Name: Rogert Deleon
Title: Member

STATE OF Florida)
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me by means of [x] physical presence or [ ] online notarization this 26 day of March, 2024, by Rogert Deleon, as Member of ROGERT DELEON R.E., LLC, a Florida limited liability company, who is personally known to me or who produced _____ as identification.

LEANDRO GARCIA
Commission # HH 405127
Expires May 31, 2027

_____
Notary Public
Print Name: Leandro Garcia
My commission expires: 5/31/27

Exhibit A

LEGAL DESCRIPTION OF AREA TO BE ADDED TO THE DISTRICT

LEGAL DESCRIPTION (NORMA CAPLE EXPANSION PARCEL)

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

DELEON EXPANDED PARCEL:

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE

SOUTHWEST, SAID POINT HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING.

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.39 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING.

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A DISTANCE OF 317.72 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE

S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING.

AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92' FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST I/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING.

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)
Single-Family (50)	$1,525.00	$475.00	$2,000.00
Single-Family (100)	$1,925.00	$475.00	$2,400.00

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)
Single-Family (50)	$19.79	$19.79	$127.08
Single-Family (100)	$19.79	$19.79	$160.42

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 Asses8m5nts times 30)
Single-Family (50)	$28,048.00	$45,750.00
Single-Family (100)	$35,405.00	$57,750.00

____ _____ PURCHASER'S INITIALS

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

_____ _____ **PURCHASER'S INITIALS**

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The 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 Assessment to repay the Bonds.

_____ _____ **PURCHASER'S INITIALS**

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **$1,525.00** for a single-family unit (50) (approximately **$127.08** per month) and **$1,925.00** for a single-family unit (100) (approximately **$160.42**), which sum shall be payable annually for the

term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately **$45,750.00** for a single-family unit (50) and **$57,750.00** for a single-family unit (100).

_____ _____ **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 **$475.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ _____ **PURCHASER'S INITIALS**

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

_____ _____ **PURCHASER'S INITIALS**

PURCHASER:

_____
Print Name: _____
Date: _____

PURCHASER:

_____
Print Name: _____
Date: _____

EXHIBIT H

RESOLUTION OF THE DISTRICT

RESOLUTION NO. 2024-01

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

WHEREAS, Quail Roost Community Development District ("District") has received a request from the landowner of adjacent parcels, that the landowner's parcels be annexed into the District; and

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

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District Board proposes to expand the District by approximately 17.71 +/- acres.

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

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

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

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

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

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

SECTION 6. This Resolution shall take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 19th DAY OF January, 2024.

QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

By: Luis Hernandez
Secretary/Assistant Secretary

By: Teresa Baluja (Jan 19, 2024 11:52 EST)
Chairperson/Vice Chairperson

Exhibit "A"

NORMA CAPLE PARCEL:

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

DELEON PARCEL

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF

89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, SAID POINT HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.39 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A

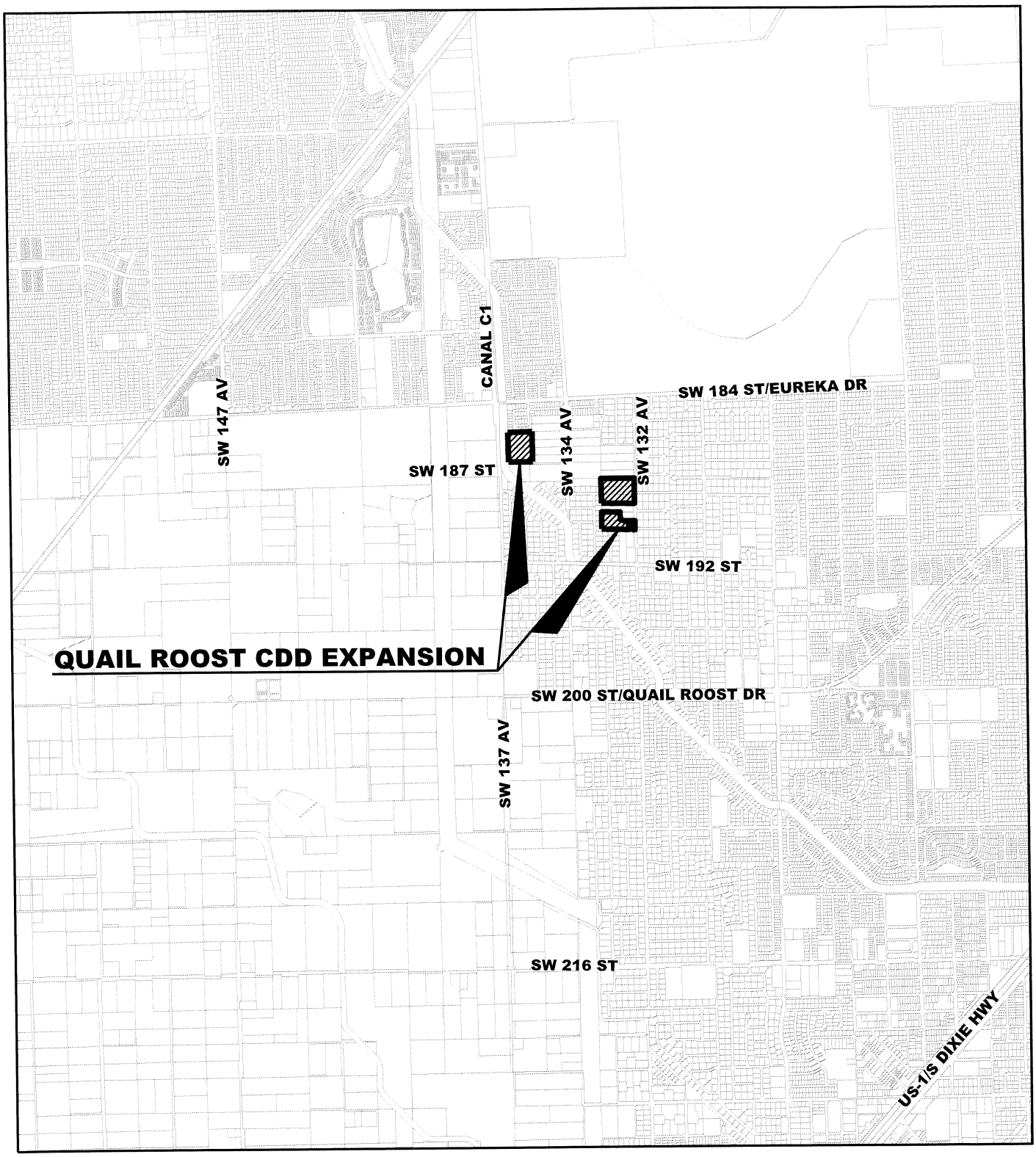
DISTANCE OF 317.72 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING. (SEE SHEET 2)

AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92' FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST I/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING. (SEE SHEET 4)

COMPOSITE EXHIBIT I

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS

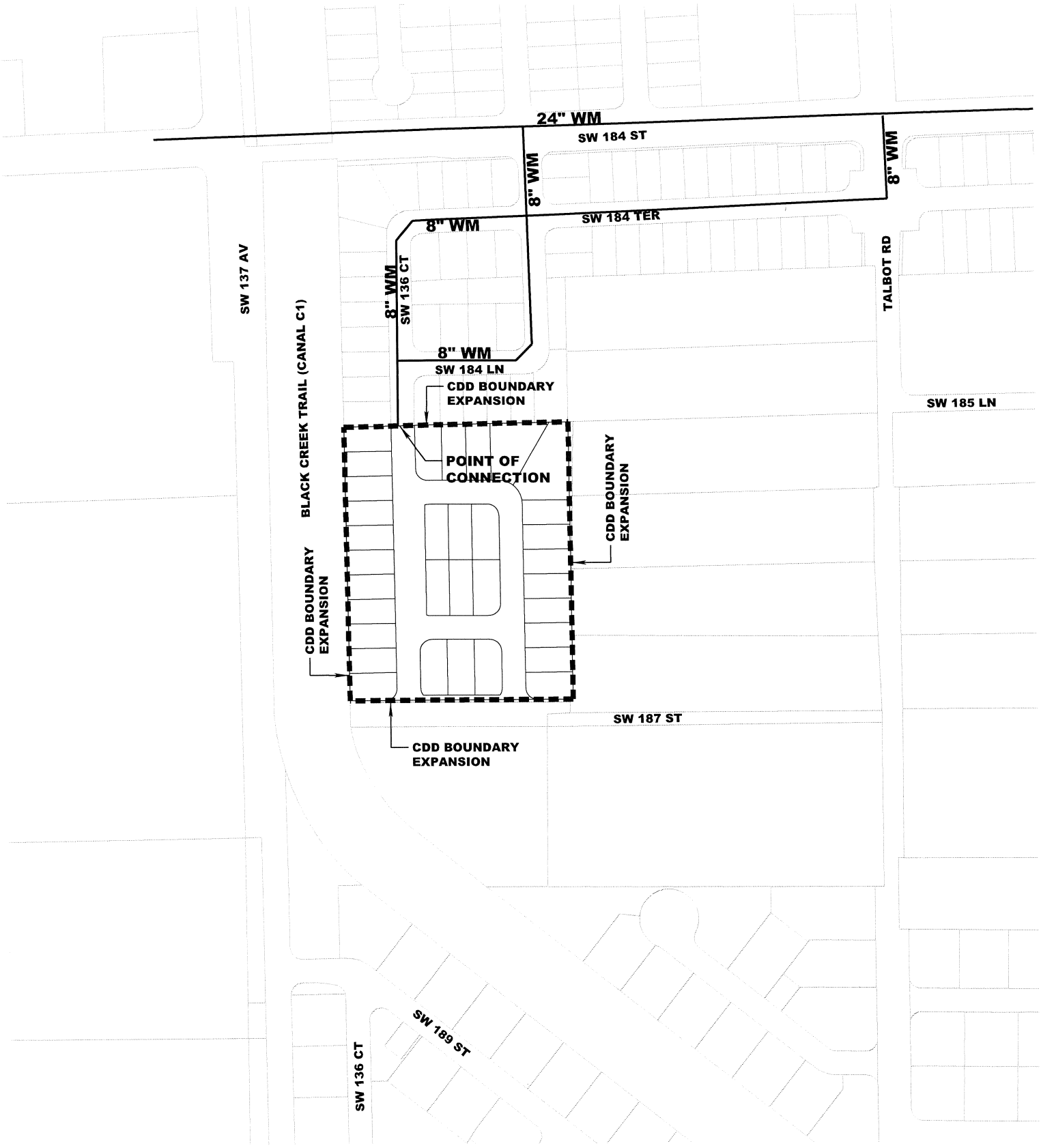


ALVAREZ ENGINEERS, INC.

0 500' 1500' 3000'

QUAIL ROOST CDD EXPANSION
LOCATION MAP AND WATER/SEWER MAINS

MDC090

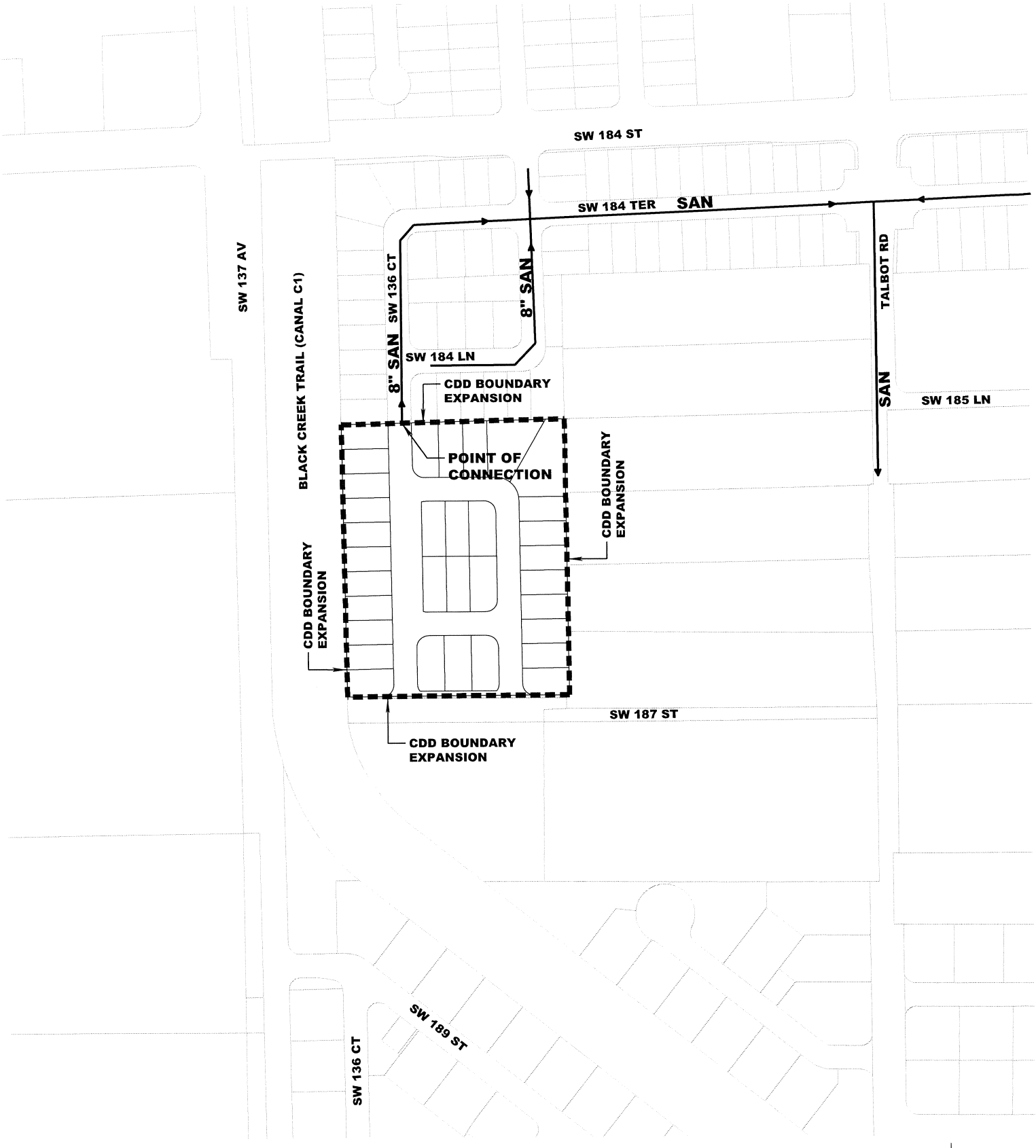


ALVAREZ ENGINEERS, INC.

QUAIL ROOST CDD EXPANSION

EXISTING WATER MAINS ADJACENT TO THE CDD EXPANSION AREA

3/1/2024 P:\240101 - Quail Roost 3rd Expansion Area\004 CADD\Expansion\Exhibit-2 Exp.dgn



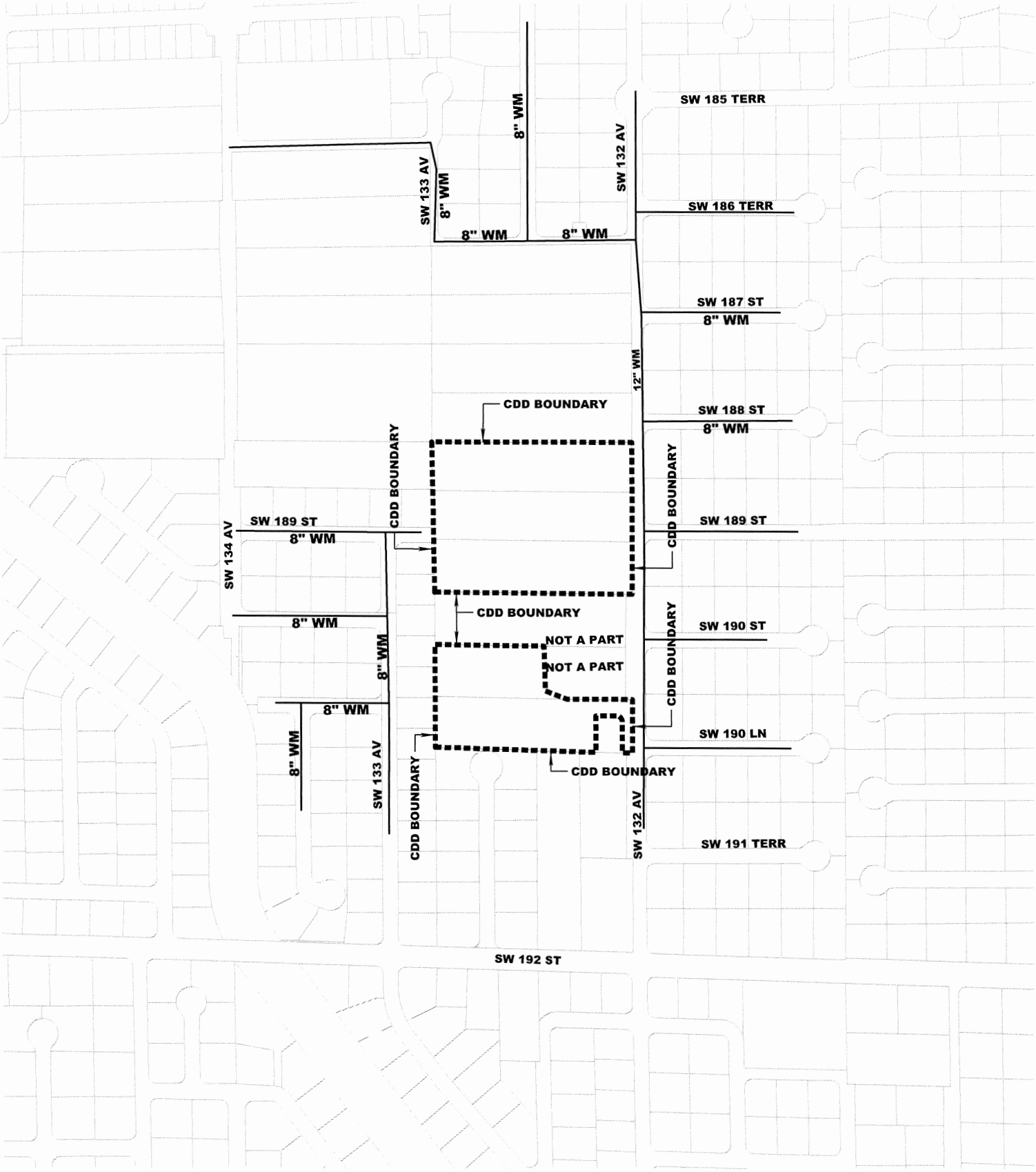
ALVAREZ ENGINEERS, INC.

QUAIL ROOST CDD EXPANSION

EXISTING SANITARY SEWERS ADJACENT TO THE CDD EXPANSION AREA

MDC092

3/1/2024 P:\240101 - Quail Roost 3rd Expansion Area\004 CADD\Expansion\Exhibit-2 Exp.dgn



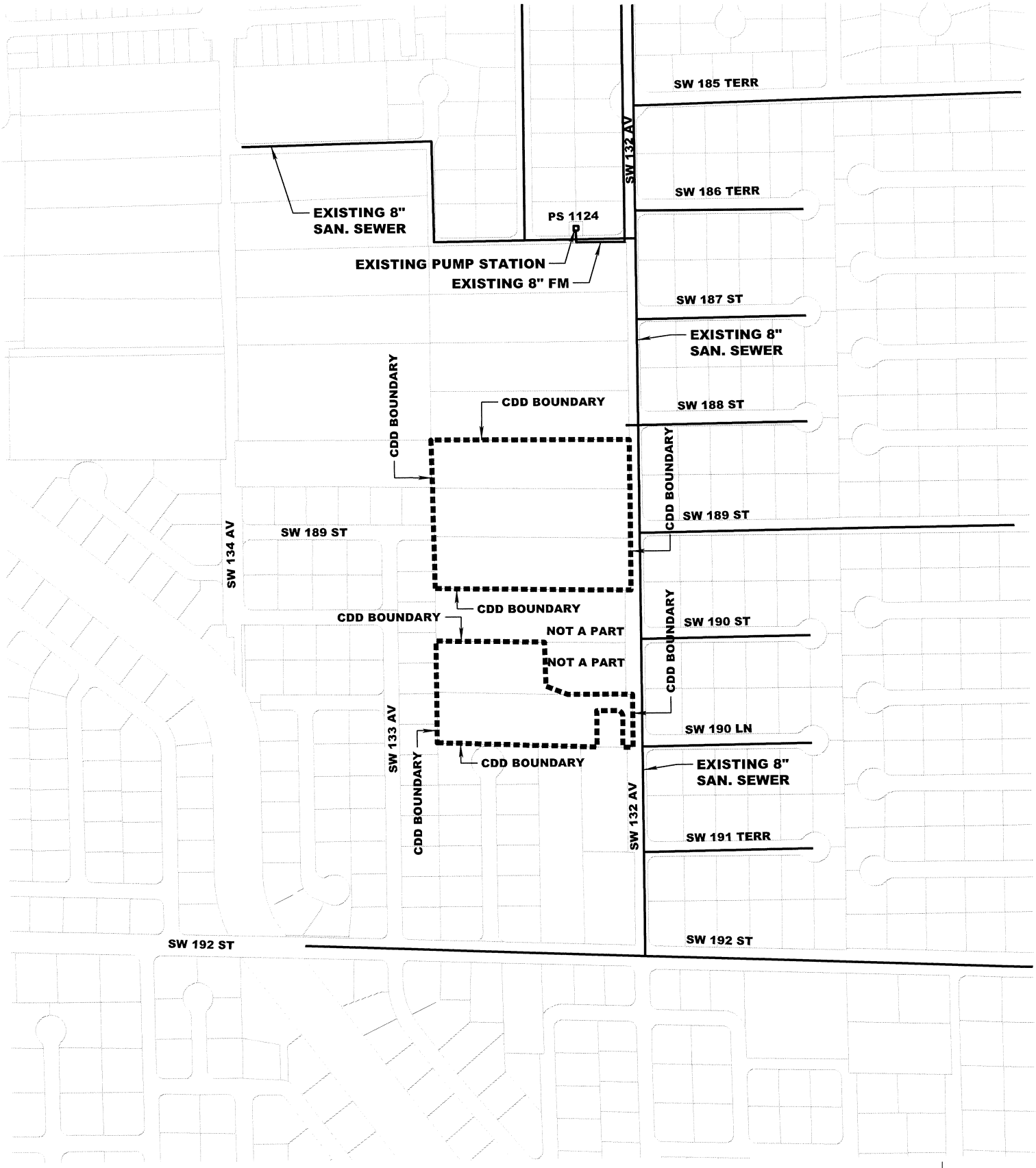
ALVAREZ ENGINEERS, INC.

QUAIL ROOST CDD EXPANSION

EXISTING WATER MAINS ADJACENT TO THE CDD EXPANSION AREA

0 225' 450'

3/1/2024 P:\240101 - Quail Roost 3rd Expansion Area\004 CADD\Expansion\Exhibit-Water-Exp.dgn



ALVAREZ ENGINEERS, INC.

QUAIL ROOST CDD EXPANSION

EXISTING SANITARY SEWERS ADJACENT TO THE CDD EXPANSION AREA

0 225' 450'

MDC094

3/1/2024 P:\240101 Quail Roost 3rd Expansion Area\004 CADD\Expansion\Exhibit - Sanitary Exp.dgn

JOINDER BY MORTGAGEE IN PETITION TO EXPAND BOUNDARIES OF QUAIL ROOST COMMUNITY DEVELOPMENT DISTRICT

To: Miami-Dade County, Florida:

The UNDERSIGNED, Narciso O. Tauler, mortgagee, under that certain mortgage on May 27, 2022, and recorded in Official Records Book 33217, at Page 4634 on June 2, 2022, of the Public Records of Miami-Dade County, Florida, as modified and recorded in Official Records Book 33805, at Page 2829 on July 24, 2023 and as further modified and recorded in Official Records Book 34066, at Page 3239 on January 25, 2024, as covering all/or a portion of the property described in the foregoing petition for to expand boundaries of Quail Roost Community Development District. This joinder is executed for the purpose of acknowledging that the property will be bound by the Declaration of Restrictive Covenants, in connection with the expansion of the Quail Roost Community Development District; however, the undersigned shall have no personal liability as a result of the execution of this Joinder.

IN WITNESS WHEREOF, these presents have been executed this 10 day of April, 2024.

MORTGAGEE

Signature

By: _____
Name: Narciso O. Tauler

Leandro Garcia
Print or Type Name

Signature

Robert Deleon.
Print or Type Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The undersigned, a Notary Public in and for the said County in the State aforesaid, does hereby certify that Narciso O. Tauler, personally known to me or produced D.L. as identification, subscribed to the foregoing instrument, appeared before me by means of [X] physical presence or [ ] online notarization.

GIVEN under my hand and notarial seal this 10 day of April, 2024.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC STATE OF FLORIDA

LEANDRO GARCIA
Commission # HH 405127
Expires May 31, 2027

Typed, printed or stamped name of Notary

"EXHIBIT 2 to the Ordinance"

Legal Description

DELEON PARCEL

LEGAL DESCRIPTION:

PARCEL 1:

THE NORTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 2:

THE SOUTH HALF OF THE EAST HALF OF TRACT 12 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 3:

THE NORTH HALF OF THE EAST HALF OF TRACT 13 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

AND PARCEL 4:

THE NORTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA, LESS AND EXCEPT THE EAST 20.00 FEET THEREOF AS CONVEYED TO THE COUNTY OF DADE BY RIGHT-OF-WAY DEED RECORDED IN OFFICIAL RECORDS BOOK 13258, PAGE 3811.

AND PARCEL 5:

THE SOUTH HALF OF THE EAST HALF OF TRACT 14 IN THE NORTHWEST QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST IN PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 2, PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

LESS THE FOLLOWING DESCRIBED PARCELS OF LAND:

LESS OUT PARCEL A:

COMMENCE AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET TO THE POINT OF BEGINNING; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST, SAID POINT

HEREINAFTER REFERRED TO AS POINT OF REFERENCE (P.O.R.); THENCE NORTHERLY, NORTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE S88°46'24"E, ALONG THE LAST MENTIONED SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 89.97 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

AND LESS OUT PARCEL B:

COMMENCE AT THE AFOREMENTIONED POINT OF REFERENCE (P.O.R.), THENCE N00°05'55"W, ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 100.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N00°05'55"W, ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 154.50 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE N88°59'17"W, ALONG THE SAID NORTH LINE OF TRACT 14 FOR A DISTANCE OF 257.39 FEET; THENCE S01°00'43"W FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" AN ARC DISTANCE OF 39.80 FEET TO THE POINT OF BEGINNING. (SEE SHEET 3)

ALSO KNOWN AS:

NORTH PARCEL:

BEGIN AT THE NORTHEAST CORNER OF TRACT 12, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE S00°05'55"E, ALONG THE EAST LINE OF TRACTS 12 AND 13, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE 495.41 FEET; THENCE N89°05'42"W, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 13 FOR A DISTANCE OF 650.73 FEET; THENCE N00°17'29"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 13 FOR A DISTANCE OF 170.63 FEET TO INTERSECTION WITH THE NORTH LINE OF LAST MENTIONED TRACT 13; THENCE N00°16'38"W, ALONG THE WEST LINE OF THE EAST 1/2 OF THE SAID TRACT 12 FOR A DISTANCE OF 317.72 FEET TO

INTERSECTION WITH THE NORTH LINE OF SAID TRACT 12; THENCE S89°43'02"E, ALONG LAST MENTIONED THE NORTH LINE OF TRACT 12 FOR A DISTANCE OF 652.21 FEET TO THE POINT OF BEGINNING. (SEE SHEET 2)

AND SOUTH PARCEL:

BEGIN AT SOUTHEAST CORNER OF TRACT 14, IN THE NORTHWEST I/4 OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, OF PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, AT PAGE 57, OF THE PUBLIC RECORDS OF MIAMI DADE COUNTY, FLORIDA; THENCE N88°46'24"W, ALONG THE SOUTH LINE OF SAID TRACT 14 FOR A DISTANCE OF 20.01 FEET; THENCE N00°05'55"W ALONG A LINE PARALLEL WITH AND 20.00 FEET WEST OF THE EAST LINE OF SAID TRACT 14 FOR A DISTANCE OF 89.08 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE SOUTHWEST; THENCE NORTHERLY, NORTHWESTERLY AND EASTERLY ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 88°46'56" FOR AN ARC DISTANCE OF 38.74 FEET TO A POINT OF TANGENCY; THENCE N88°52'51"W FOR A DISTANCE OF 65.49 FEET; THENCE S00°05'55"E FOR A DISTANCE OF 113.38 FEET TO INTERSECTION WITH THE SOUTH LINE OF SAID TRACT 14; THENCE N88°46'24"W, ALONG THE SAID SOUTH LINE OF TRACT 14 FOR A DISTANCE OF 539.20 FEET; THENCE N00°16'33"W, ALONG THE WEST LINE OF THE EAST 1/2 OF SAID TRACT 14 FOR A DISTANCE OF 341.27 FEET TO INTERSECTION WITH THE NORTH LINE OF SAID TRACT 14; THENCE S88°59'17"E, ALONG THE LAST MENTIONED NORTH LINE OF TRACT 14 FOR A DISTANCE OF 372.79 FEET; THENCE S01°00'43"W, FOR A DISTANCE OF 151.92 FEET TO A POINT OF INTERSECTION WITH THE ARC OF A CIRCULAR CURVE TO THE RIGHT, CONCAVE TO THE SOUTHWESTERLY, A RADIAL LINE FROM SAID POINT BEARS S15°24'23"W; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 10°13'14" FOR AN ARC DISTANCE OF 35.68 FEET TO A POINT OF REVERSE CURVATURE WITH A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHEASTERLY; THENCE SOUTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 24°30'28" FOR AN ARC DISTANCE OF 74.85 FEET TO A POINT OF TANGENCY; THENCE S88°52'51"E, ALONG A LINE PARALLEL WITH AND 8.24 FEET SOUTH OF THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 14 FOR A DISTANCE 129.19 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT, CONCAVE TO THE NORTHWEST; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 91°13'03" FOR AN ARC DISTANCE OF 39.80 FEET; THENCE S00°05'55"E, ALONG A LINE PARALLEL WITH AND 35.00 FEET WEST OF THE EAST LINE OF NORTHWEST I/4 OF SAID SECTION 2 FOR A DISTANCE OF 17.30 FEET; THENCE S88°52'51"E, ALONG THE SAID SOUTH LINE OF THE NORTH 1/2 OF TRACT 14 FOR A DISTANCE OF 20.00 FEET TO INTERSECTION WITH THE EAST LINE OF SAID TRACT 14; THENCE S00°05'55"E, ALONG THE LAST MENTIONED EAST LINE OF TRACT 14, SAID LINE BEING PARALLEL WITH AND 15.00 FEET WEST OF THE EAST LINE OF NORTHWEST 1/4 OF SAID SECTION 2 FOR A DISTANCE OF 117.84 FEET TO THE POINT OF BEGINNING.

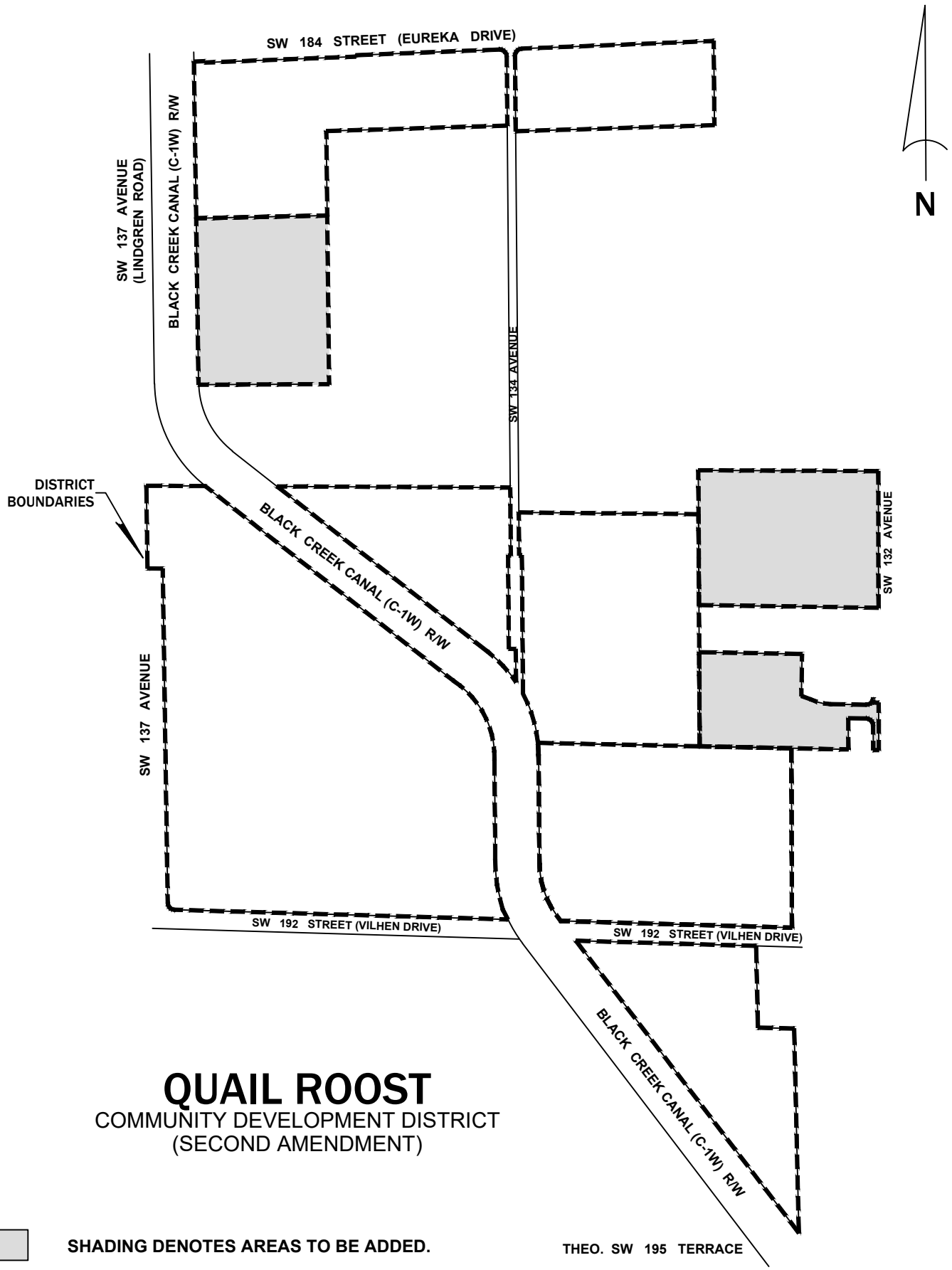
NORMA CAPLE PARCEL:

LEGAL DESCRIPTION:

A PORTION OF THE WEST HALF OF LOT 6 AND A PORTION OF THE WEST HALF OF LOT 7, ALL LYING EAST OF BLACK CREEK CANAL IN THE NORTHWEST ONE-QUARTER OF SECTION 2, TOWNSHIP 56 SOUTH, RANGE 39 EAST, PLAT OF PORTION OF TROPICO, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2 AT PAGE 57 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

"EXHIBIT 3 to the Ordinance"

District Boundaries and Geographical Location Sketch



QUAIL ROOST

COMMUNITY DEVELOPMENT DISTRICT
(SECOND AMENDMENT)

SHADING DENOTES AREAS TO BE ADDED.

(COMM. 0008)
SECTION: 2-56-39

EXHIBIT "3" TO THE ORDINANCE

(Boundaries and Geographical Location Sketch)

MDC102

9/19/2024