

# Memorandum



Date: (Public Hearing 12-19-06)  
December 5, 2006

To: Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners

Agenda Item No. 5(0)

From:   
George M. Burdick  
County Manager

Subject: Ordinance Expanding the Boundaries of the Century Gardens Community Development District (Commission District No. 12)

0#06-188

## RECOMMENDATION

It is recommended that the Board adopt the attached Ordinance expanding the Century Gardens Community Development District (CDD) in unincorporated Miami-Dade County, from 76.11 acres to 90.08 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 acceptance of the declaration of restrictive covenants running with the lands of the expansion area within the jurisdiction of the CDD.

## BACKGROUND

Century Gardens CDD has filed an application on behalf of Grand Valley-Phase II, L.L.C., owners of Century Prestige Development (Century Prestige) to expand the boundaries of the Century Gardens CDD. Century Prestige is a 13.696 acre residential development lying wholly within unincorporated Miami-Dade County, contiguous with the existing Century Gardens CDD, in the area bounded by theoretical NW 88 Court on the east, NW 89 Avenue on the west, NW 181 Street on the south and theoretical NW 185 Terrace on the north. The CDD boundaries, after expansion, will encompass an area bounded by NW 87 Avenue on the east, NW 92 Avenue on the west, NW 178 Street on the south, and theoretical NW 185 Terrace on the north. The expanded CDD is designed to provide a financing mechanism for community infrastructure, services and facilities, along with certain ongoing operations and maintenance for the Century Prestige Development as well as the existing Century Gardens CDD. The development plan for the lands within the expansion area of the CDD includes construction of 77 additional residential units for a total of 406 residential units within the expanded boundaries of the CDD. Associated roadway, storm drainage and water and sewer facilities for Century Prestige are estimated to cost approximately \$3.50 Million for a total cost of approximately \$8.39 Million to property within the expanded CDD. Approval of this CDD does not constitute a development order. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Century Gardens CDD. In accordance with Florida Statute 190, Grand Valley-Phase II, L.L.C. has paid a filing fee of \$15,000 to the County.

# Memorandum



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District (Commission District No. 12)

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## BACKGROUND

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Honorable Chairman Joe A. Martinez  
and Members, Board of County Commissioners  
Page 2

A declaration of restrictive covenants for the expansion area has been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at time of closing. The restrictive covenant provides for notice in the public records of the projected taxes and assessments to be levied by the CDD, individual prior notice to the initial purchaser of a residential lot or unit within the development and provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments. The original Century Gardens CDD did not proffer restrictive covenants. The cost to new owners in the original Century Gardens CDD was specified in an Interlocal Agreement recorded in the public records.

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

The roads within this development are public and will be maintained by Miami-Dade County. Special taxing districts have been created to maintain the Century Gardens CDD and this development's infrastructure and open common areas should the Homeowners Association or CDD be dissolved or fail to fulfill its maintenance obligations. The special taxing districts will remain dormant until such time as the Miami-Dade County Board of County Commissioners activates them.

**FISCAL IMPACT**

The expansion of the Century Gardens Community Development District will have no fiscal impact to Miami-Dade County.

  
Assistant County Manager

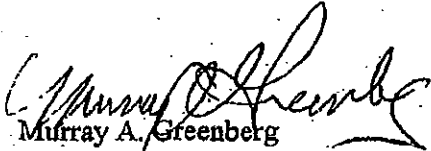
11/20/06  
Date



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Joe A. Martinez      **DATE:** December 19, 2006  
and Members, Board of County Commissioners

**FROM:**   
Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 5(O)

Please note any items checked.

- "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Bid waiver requiring County Manager's written recommendation
- Ordinance creating a new board requires detailed County Manager's report for public hearing
- Housekeeping item (no policy decision required)
- No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5 (0)  
12-19-06

**ORDINANCE NO. 06-188**

**ORDINANCE GRANTING PETITION OF CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT" OR "PETITIONER") TO EXPAND THE BOUNDARIES OF THE DISTRICT ESTABLISHED BY ORDINANCE NO. 03-150; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE**

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

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

**WHEREAS**, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Chapter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

**WHEREAS**, at its meeting of June 17, 2003, the Board of County Commissioners of Miami-Dade County adopted Ordinance No. 03-150, establishing the Century Gardens Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

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

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

**WHEREAS**, the Board of County Commissioners finds that the statements contained in the Petition to Expand the District Boundaries are true and correct; and

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

**WHEREAS**, the area of land to be included in the expansion of the district boundaries is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community; and

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

**WHEREAS**, the proposed facilities and services to be provided by the District within the expanded area will be compatible with the capacity and uses of existing local and regional community development facilities and services; and

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

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

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

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

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

Section 2. The Petition to Expand the Boundaries of the Century Gardens Community Development District to include the real property described in Exhibit "A" attached hereto, which was filed by the District on October 7, 2005, 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 "B."

Section 3. The external boundaries of the District as expanded are contiguous, and shall be depicted on the location map and legal description attached hereto and incorporated herein as Exhibit "C."

Section 4. The current members of the Board of Supervisors are as follows:

Masoud Shojaee

David Flinn

Orestes Lopez-Recio

Marta Cruz

Maria Donoso

Section 5. The name of the expanded District shall remain "Century Gardens Community Development District."

Section 6. Notwithstanding any power granted to the Century Gardens Community Development District pursuant to this Ordinance or Ordinance No. 03-150, neither the District nor any real or personal property or revenue in the District shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 7. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 03-150.

Section 8. 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 9. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

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

PASSED AND ADOPTED: December 19, 2006

Approved by County Attorney as  
to form and legal sufficiency:



Prepared by:

Gerald T. Heffernan

EXHIBIT A

**SCI**

**SUPERIOR CONSULTANTS, INC.**  
ENGINEERS • SURVEYORS • PLANNERS • LANDSCAPE ARCHITECTS  
LB 6474; EB 8203; LC 201  
4960 S.W. 72 Avenue  
Suite 305  
Miami, FL 33155  
Phone: 305 662 7990  
Fax: 305 662 1550

October 20, 2006

**SURVEYOR'S CERTIFICATE:**

To whom it may concern:

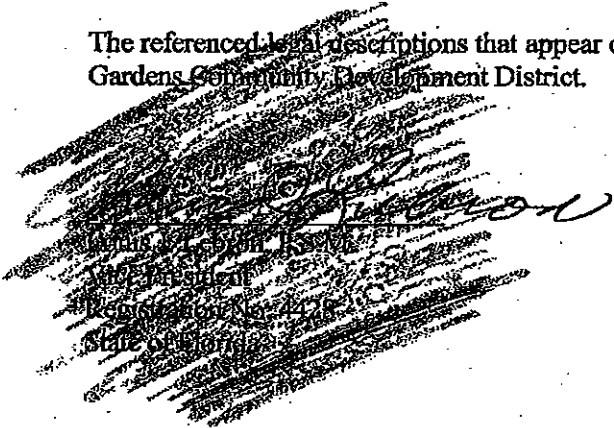
Reference is made to Exhibits #2, #4 and #5 attached hereto:

This is to certify that:

The referenced legal descriptions that appear on said Exhibit # 2 encompass the lands in the current Century Gardens Community Development District.

The referenced legal descriptions that appear on said Exhibit # 4 is the lands to be added to Century Gardens Community Development District.

The referenced legal descriptions that appear on said Exhibit # 5 is the lands of the expanded Century Gardens Community Development District.



**EXHIBIT 2**  
**LEGAL DESCRIPTION OF 76.11 ACRES OF CURRENT**  
**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**

Legal Description:

A PORTION OF TRACTS 5 AND 10 THROUGH 13, INCLUSIVE, AND ALL OF TRACTS 6 THROUGH 8, INCLUSIVE, ACCORDING TO THE PLAT OF "FLORIDA COMPANY'S SUBDIVISION No.1 " OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF THE SAID NORTHEAST 1/4 OF SECTION 9; THENCE SOUTH 89°32'50" WEST, ALONG THE SOUTH LINE OF THE SAID NORTHEAST 1/4 OF SECTION 9, FOR 1320.32 FEET, LAST DESCRIBED COURSE BEING COINCIDENT WITH THE SOUTH LINE OF SAID TRACT 8; THENCE NORTH 02°38'08" WEST, ALONG THE WEST LINE OF SAID TRACT 8; AND TRACT 7, RESPECTIVELY FOR 494.10 FEET; THENCE SOUTH 89°33'39" WEST, ALONG THE SOUTH LINE OF THE NORTH 1/2 OF SAID TRACT 10, FOR 1287.75 FEET; THENCE NORTH 02°03'00" EAST FOR 128.82 FEET TO A POINT ON A CIRCULAR CURVE; SAID POINT BEARS NORTH 88°37'10" WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE NORTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 1799.86 FEET AND A CENTRAL ANGLE OF 31°36'09" FOR AN ARC DISTANCE OF 992.74 FEET TO A POINT OF TANGENCY, THENCE NORTH 32°58'59" EAST FOR 107.37 FEET; SAID LAST DESCRIBED THREE COURSES BEING COINCIDENT WITH THE LIMITED ACCESS RIGHT OF WAY LINE OF STATE ROAD 93 (I-75) AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP (SECTION 87075-2402); THENCE NORTH 89°35'34" EAST, ALONG THE NORTH LINE OF SAID TRACT 13, FOR 882.11 FEET TO THE EAST LINE OF TRACT 13; THENCE SOUTH 02°38'08" EAST, ALONG THE EAST LINE OF SAID TRACTS 13 AND 12, RESPECTIVELY, FOR 584.40 FEET; THENCE NORTH 89°35'00" EAST, ALONG A LINE THAT IS PARALLEL WITH AND 254.81 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID TRACT 5, FOR 1320.29 FEET; THENCE SOUTH 02°38'18" EAST, ALONG THE EAST LINE OF THE SAID NORTHEAST 1/4 OF SECTION 9, FOR 1061.76 FEET TO THE POINT OF BEGINNING, SAID LAST DESCRIBED COURSE BEING COINCIDENT WITH THE EAST LINE OF SAID TRACTS 5 THROUGH 8, INCLUSIVE; ALL LYING AND BEING IN THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, CONTAINING 62.6809 Ac. 2730,380.00 S.F. MORE OR LESS.

AND

THE SOUTH 1/2 OF TRACT 10, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1 SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST"; LESS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 10, (SAID POINT BEING 10.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9 AND COINCIDENT WITH THE SOUTH LINE OF SAID TRACT 10, AS SHOWN ON THE HEREON REFERENCED STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RIGHT-OF-WAY MAP); THENCE EASTERLY FOR 39.12 FEET; THENCE NORTHERLY FOR 164.84 FEET; THENCE

WESTERLY FOR 52.58 FEET; THENCE SOUTHERLY FOR 164.80 FEET TO THE POINT OF BEGINNING FOR RIGHT-OF-WAY; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. CONTAINING 4.7789 AC, 208,169.0 S.F. MORE OR LESS. AND TRACT 9 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS THAT PORTION OF TRACT 9 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA THAT LIES WITHIN THE WEST 35 FEET AND THE SOUTH 35 FEET OF THE NE 1/4 OF SAID SECTION 9.

AND LESS THE AREA BOUNDED BY THE EAST LINE OF THE WEST 40 FEET OF THE NE 1/4 OF SAID SECTION 9, AND BOUNDED BY THE NORTH LINE OF THE SOUTH 35 FEET OF THE NE 1/4 OF SAID SECTION 9, AND BOUNDED BY A 25 FEET RADIUS ARE CONCAVE TO THE NORTHEAST, SAID ARE BEING TANGENT TO BOTH OF THE LAST DESCRIBED LINE, AS RECORDED IN OFFICIAL RECORDS BOOK 9161, PAGE 1581.

AND LESS THAT PART OF TRACT 9, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: COMMENCE ON THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST AT A POINT SOUTH 89°37'11" WEST 2640.49 FEET FROM THE NORTHEAST CORNER THEREOF THENCE SOUTH 02°37'57" EAST 2307.24 FEET ; THENCE NORTH 89°33'22" EAST 35.03 FEET TO THE POINT OF BEGINNING ; THENCE CONTINUE NORTH 89°33'22" EAST 14.09 FEET ; THENCE SOUTH 02°03'00" WEST 172.48 FEET ; THENCE NORTH 02°37'58" WEST 172.44 FEET TO THE POINT OF BEGINNING, AS RECORDED IN OFFICIAL RECORDS BOOK 11892, AT PAGE 283. CONTAINING 8.6518 AC. 376,871.0 S.F. MORE OR LESS.

AND LESS A PORTION OF TRACT 9, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1" OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 9: THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT, SOUTH 89 DEGREES, 32 MINUTES AND 50 SECONDS WEST FOR 735.75 FEET; THENCE NORTH 02 DEGREES 38 MINUTES AND 08 SECONDS WEST FOR 35.05 FEET; THENCE ALONG A LINE PARALLEL TO SAID SOUTH LINE 89 DEGREES 32 MINUTES AND 50 SECONDS WEST FOR 50.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 32 MINUTES AND 50 SECONDS FOR A DISTANCE OF 475.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET TO A CENTRAL ANGLE OF 82 DEGREES 49 MINUTES AND 11 SECONDS FOR AN ARC DISTANCE OF 36.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 37 MINUTES AND 58 SECONDS WEST ALONG THE EAST LINE OF THE WEST 35 FEET OF SAID NE 1/4 OF SECTION 9 FOR 98.99 FEET; THENCE NORTH 02 DEGREES 03 MINUTES AND 00 SECONDS EAST FOR 94.61 FEET; THENCE NORTH 72 DEGREES 27 MINUTES AND 10 SECONDS EAST FOR 126.08 FEET TO ITS INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 73 DEGREES 00 MINUTES AND 01 SECONDS

WEST FROM ITS CENTER; THENCE SOUTHEASTERLY ALONG SAID CIRCULAR CURVE HAVING A RADIUS OF 75.01 FEET A CENTRAL ANGLE OF 73 DEGREES 26 MINUTES AND 42 SECONDS FOR AN ARC DISTANCE OF 96.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 32 MINUTES AND 50 SECONDS EAST FOR 300.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 87 DEGREES 49 MINUTES AND 02 SECONDS FOR AN ARC DISTANCE OF 38.32 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02 38 MINUTES AND 08 SECONDS EAST FOR 150.11 FEET TO A POINT OF CURVATURE; THENCE ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 92 DEGREES 10 MINUTES AND 58 SECONDS FOR AN ARC DISTANCE OF 40.22 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

CONTAINING 109,519.0 SQUARE FEET, 2.5142 ACRES

**EXHIBIT 4**  
**LEGAL DESCRIPTION OF LANDS TO BE ADDED TO**  
**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**

Parcel "A"

A Portion of Tracts 1 through 5 and Tract 16, inclusive, according to the Plat of "Florida Fruit Lands Company's subdivision No.1" of the Northeast 1/4 of Section 9, Township 52 South, Range 40 East, as recorded in Plat Book 2 at page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast 1/4 of said Section 9; thence North 02 degrees 38 minutes 18 seconds West, along the East line of the said Northeast 1/4 of Section 9, for 1061.76 feet last mentioned course being coincident with the East line of said Tracts 6 through 5, inclusive; thence South 89 degrees 35 minutes 00 seconds West, along a line that is parallel with and 254.61 feet South of, as measured at right angles to, the North line of said Tract 5, for 886.44 feet to the point of beginning of the hereinafter described parcel; thence continue South 89 degrees 35 minutes 00 seconds West, along the last described course for 433.85 feet; thence North 02 degrees 38 minutes 08 seconds West, along the West line of said Tracts 2 through 5, inclusive, of the said Northeast 1/4 of Section 9 for 1243.20 feet; thence South 89 degrees 35 minutes 38 seconds West, along the South line of said Tract 16 for 352.93 feet to a point on the next described circular curve; said point bears North 38 degrees 37 minutes 32 seconds West from the radius point of the following described circular curve; thence Northeasterly, along said circular curve to the right, having a radius of 550.00 feet and a central angle of 23 degrees 12 minutes 05 seconds for an arc distance of 222.73 feet to a point on said circular curve; thence North 89 degrees 37 minutes 11 seconds east for 585.10 feet; said last described two courses being coincident with the Right-of-Way line of State Road 93 (I-75) as shown on the State of Florida Department of Transportation Right-of-Way map (Section 87075-2402); thence South 02 degrees 38 minutes 18 seconds east, along a line that is parallel with and 885.77 feet West of the East line of said Northeast 1/4 of Section 9, for 1342.15 feet to the point of beginning; all lying and being in the Northeast 1/4 of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida.

There may be additional restrictions that are not shown on this survey that may be found in the public records of this County.

Gross Area 13.969 Ac

**EXHIBIT 5**  
**LEGAL DESCRIPTION OF EXPANDED**  
**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**

A PORTION OF TRACTS 5 AND 10 THROUGH 13, INCLUSIVE, AND ALL OF TRACTS 6 THROUGH 8, INCLUSIVE, ACCORDING TO THE PLAT OF "FLORIDA COMPANY'S SUBDIVISION No.1" OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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AND

THE SOUTH 1/2 OF TRACT 10, "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1 SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST"; LESS: BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT 10, (SAID POINT BEING 10.00 FEET EAST OF THE WEST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 9 AND COINCIDENT WITH THE SOUTH LINE OF SAID TRACT 10, AS SHOWN ON THE HERBON REFERENCED STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, RIGHT-OF-WAY MAP); THENCE EASTERLY FOR 39.12 FEET; THENCE NORTHERLY FOR 164.84 FEET; THENCE WESTERLY FOR 52.58 FEET; THENCE SOUTHERLY FOR 164.80 FEET TO THE POINT OF BEGINNING FOR RIGHT-OF-WAY; ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 2, PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA. CONTAINING 4.7789 AC, 208,169.0 S.F. MORE OR LESS.

AND TRACT 9 OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1 OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, ACCORDING TO THE PLAT THEREOF,

RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS THAT PORTION OF TRACT 9 IN SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA THAT LIES WITHIN THE WEST 35 FEET AND THE SOUTH 35 FEET OF THE NE 1/4 OF SAID SECTION 9.

AND LESS THE AREA BOUNDED BY THE EAST LINE OF THE WEST 40 FEET OF THE NE 1/4 OF SAID SECTION 9, AND BOUNDED BY THE NORTH LINE OF THE SOUTH 35 FEET OF THE NE 1/4 OF SAID SECTION 9, AND BOUNDED BY A 25 FEET RADIUS ARE CONCAVE TO THE NORTHEAST, SAID ARE BEING TANGENT TO BOTH OF THE LAST DESCRIBED LINE, AS RECORDED IN OFFICIAL RECORDS BOOK 9161, PAGE 1581.

AND LESS THAT PART OF TRACT 9, OF FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No.1, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2, PAGE 17, PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
COMMENCE ON THE NORTH BOUNDARY OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST AT A POINT SOUTH 89°37'11" WEST 2640.49 FEET FROM THE NORTHEAST CORNER THEREOF THENCE SOUTH 02°37'57" EAST 2307.24 FEET ; THENCE NORTH 89°33'22" EAST 35.03 FEET TO THE POINT OF BEGINNING ; THENCE CONTINUE NORTH 89°33'22" EAST 14.09 FEET ; THENCE SOUTH 02°03'00" WEST 172.48 FEET ; THENCE NORTH 02°37'58" WEST 172.44 FEET TO THE POINT OF BEGINNING, AS RECORDED IN OFFICIAL RECORDS BOOK 11892, AT PAGE 283. CONTAINING 8.6518 AC. 376,871.0 S.F. MORE OR LESS.

AND LESS A PORTION OF TRACT 9, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1" OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT 9: THENCE WESTERLY ALONG THE SOUTH LINE OF SAID TRACT, SOUTH 89 DEGREES, 32 MINUTES AND 50 SECONDS WEST FOR 735.75 FEET; THENCE NORTH 02 DEGREES 38 MINUTES AND 08 SECONDS WEST FOR 35.05 FEET; THENCE ALONG A LINE PARALLEL TO SAID SOUTH LINE 89 DEGREES 32 MINUTES AND 50 SECONDS WEST FOR 50.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID PARALLEL LINE SOUTH 89 DEGREES 32 MINUTES AND 50 SECONDS FOR A DISTANCE OF 475.80 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE ALONG SAID CURVE HAVING A RADIUS OF 25.00 FEET TO A CENTRAL ANGLE OF 82 DEGREES 49 MINUTES AND 11 SECONDS FOR AN ARC DISTANCE OF 36.14 FEET TO A POINT OF TANGENCY; THENCE NORTH 02 DEGREES 37 MINUTES AND 58 SECONDS WEST ALONG THE EAST LINE OF THE WEST 35 FEET OF SAID NE ¼ OF SECTION 9 FOR 98.99 FEET; THENCE NORTH 02 DEGREES 03 MINUTES AND 00 SECONDS EAST FOR 94.61 FEET; THENCE NORTH 72 DEGREES 27 MINUTES AND 10 SECONDS EAST FOR 126.08 FEET TO ITS INTERSECTION WITH A CIRCULAR CURVE CONCAVE TO THE NORTHEAST A RADIAL LINE THROUGH SAID POINT BEARS SOUTH 73 DEGREES 00 MINUTES AND 01 SECONDS WEST FROM ITS CENTER; THENCE SOUTHEASTERLY ALONG SAID CIRCULAR CURVE HAVING A RADIUS OF 75.01 FEET A CENTRAL ANGLE OF 73 DEGREES 26 MINUTES AND 42 SECONDS FOR AN ARC DISTANCE OF 96.15 FEET TO A POINT OF TANGENCY; THENCE NORTH 89 DEGREES 32 MINUTES AND 50 SECONDS EAST FOR 300.94 FEET TO A POINT OF CURVATURE; THENCE ALONG A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 87 DEGREES 49 MINUTES AND 02 SECONDS FOR AN ARC DISTANCE OF 38.32 FEET TO A POINT OF TANGENCY; THENCE SOUTH 02 38 MINUTES AND 08 SECONDS EAST FOR 150.11 FEET TO A POINT OF CURVATURE; THENCE ALONG A CIRCULAR CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 92 DEGREES 10 MINUTES AND



58 SECONDS FOR AN ARC DISTANCE OF 40.22 FEET TO THE POINT OF BEGINNING AND THERE TERMINATING.

CONTAINING 109,519.0 SQUARE FEET, 2.5142 ACRES

TOGETHER WITH:

PARCEL "A"

A PORTION OF TRACTS 1 THROUGH 5 AND TRACT 16, INCLUSIVE, ACCORDING TO THE PLAT OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1" OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, AS RECORDED IN PLAT BOOK 2 AT PAGE 17 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 9; THENCE NORTH 02 DEGREES 38 MINUTES 18 SECONDS WEST, ALONG THE EAST LINE OF THE SAID NORTHEAST ¼ OF SECTION 9, FOR 1061.76 FEET LAST MENTIONED COURSE BEING COINCIDENT WITH THE EAST LINE OF SAID TRACTS 6 THROUGH 5, INCLUSIVE; THENCE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG A LINE THAT IS PARALLEL WITH AND 254.61 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID TRACT 5, FOR 886.44 FEET TO THE POINT OF BEGINNING OF THE HERBINAFTER DESCRIBED PARCEL; THENCE CONTINUE SOUTH 89 DEGREES 35 MINUTES 00 SECONDS WEST, ALONG THE LAST DESCRIBED COURSE FOR 433.85 FEET; THENCE NORTH 02 DEGREES 38 MINUTES 08 SECONDS WEST, ALONG THE WEST LINE OF SAID TRACTS 2 THROUGH 5, INCLUSIVE, OF THE SAID NORTHEAST ¼ OF SECTION 9 FOR 1243.20 FEET; THENCE SOUTH 89 DEGREES 35 MINUTES 38 SECONDS WEST, ALONG THE SOUTH LINE OF SAID TRACT 16 FOR 352.93 FEET TO A POINT ON THE NEXT DESCRIBED CIRCULAR CURVE; SAID POINT BEARS NORTH 38 DEGREES 37 MINUTES 32 SECONDS WEST FROM THE RADIUS POINT OF THE FOLLOWING DESCRIBED CIRCULAR CURVE; THENCE NORTHEASTERLY, ALONG SAID CIRCULAR CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET AND A CENTRAL ANGLE OF 23 DEGREES 12 MINUTES 05 SECONDS FOR AN ARC DISTANCE OF 222.73 FEET TO A POINT ON SAID CIRCULAR CURVE; THENCE NORTH 89 DEGREES 37 MINUTES 11 SECONDS EAST FOR 585.10 FEET; SAID LAST DESCRIBED TWO COURSES BEING COINCIDENT WITH THE RIGHT-OF-WAY LINE OF STATE ROAD 93(I-75) AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP (SECTION 87075-2402); THENCE SOUTH 02 DEGREES 38 MINUTES 18 SECONDS EAST, ALONG A LINE THAT IS PARALLEL WITH AND 885.77 FEET WEST OF THE EAST LINE OF SAID NORTHEAST ¼ OF SECTION 9, FOR 1342.15 FEET TO THE POINT OF BEGINNING; ALL LYING AND BEING IN THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 52 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

GROSS AREA 13.969 AC

EXHIBIT B

BOARD OF COUNTY COMMISSIONERS

MIAMI-DADE COUNTY, FLORIDA

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

---

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

The Board of Supervisors (the "Board") of the Century Gardens Community Development District, (CDD) an independent special district established pursuant to Chapter 190, Florida Statutes (the "District") by Ordinance No. 03-150 of Miami-Dade County, Florida (the "County") adopted on June 17, 2003, as amended (the "Ordinance") hereby petitions the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That annexed hereto as Exhibit 1 and made a part hereof is the Location map of the Existing CDD.
2. That annexed hereto as Exhibit 2 and made a part hereof is approximately 76.11 acres currently within the external boundaries of the District.
3. That annexed hereto as Exhibit 3 and made a part hereof is the Location Map of the expansion area to the existing CDD
4. That the Board desires to expand the boundaries of the District by adding approximately 13.97 acres as legally described on Exhibit 4. Following such expansion of the District's boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of the unincorporated area of Miami-Dade County.
5. That the real property to be included within the external boundaries of the District does not exceed 50% of the acres initially located within the 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 500 acres.

6. That annexed hereto as Exhibit 5 and made a part hereof is a metes and bounds 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.
7. That annexed hereto as Exhibit 6 is the proposed timetable for construction of any District services to the area to be newly included the District and the estimated cost of constructing the proposed services.
8. That annexed hereto as Exhibit 7 and made a part hereof is evidence of the written consent to the inclusion of its property in the District by the owner (directly or as attorney in fact) of one hundred percent (100%) of the real property to be newly included within the District.
9. That annexed hereto as Exhibit 8 and made a part hereof is a designation of the future general distribution, location, and extent of public and private uses of land proposed for the area to be included in the District by the future land use plan element of the effective local government comprehensive plan.
10. That annexed hereto as Exhibit 9 and made a part hereof is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.
11. That following the proposed expansion of the District's boundaries, (i) the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the property comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the property that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the property comprising the District will be amenable to separate special-purpose government.
12. That all statements contained within this Petition are true and correct.

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

1. 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 the petition for the expansion of the District's boundaries and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

2. Grant the petition and enact an ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

RESPECTFULLY SUBMITTED this 7th day of October, 2005.

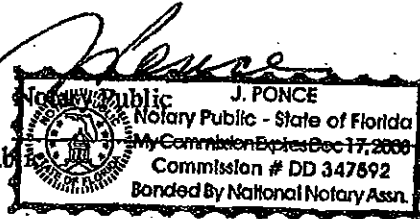
CENTURY GARDENS  
COMMUNITY DEVELOPMENT  
DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman \_\_\_\_\_

STATE OF FLORIDA )  
COUNTY OF Dee )

The foregoing instrument was acknowledged before me this 7th day of October, 2005, by Messiah Shorace, the \_\_\_\_\_ of the BOARD OF SUPERVISORS OF CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT, who is personally known to me [] or produced \_\_\_\_\_ as identification.

Typed, printed or stamped name of Notary Public



CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
SEPTEMBER 12, 2005

**A. CALL TO ORDER**

District Manager Natalie M. Garland called the September 12, 2005, Regular Board Meeting of the Century Gardens Community Development District to order at 2:32 p.m. in the Conference Room at Shoma Development Corporation located at 5835 Blue Lagoon Drive, 4<sup>th</sup> Floor, Miami, Florida 33126.

**B. PROOF OF PUBLICATION**

Ms. Garland presented proof of publication that the Regular Board Meeting was published in the *Miami Daily Business Review* on October 6, 2004, as part of the Regular Meeting Schedule for Fiscal Year 2004/2005, as legally required.

**C. ESTABLISH QUORUM**

Ms. Garland stated that the attendance of Supervisors David Flinn, Maria Donoso and Marta Cruz constituted a quorum and it was in order to proceed with the meeting.

Also in attendance were General Counsel Hal Anderson of Billing, Cochran, Heath, Lyles, Mauro & Anderson, P.A.; Christina DeZayas of Shoma Development Corporation; and District Manager Natalie M. Garland of Special District Services, Inc.

**D. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public.

**F. APPROVAL OF MINUTES**

**1. June 13, 2005, Regular Meeting**

Ms. Garland asked if there were any corrections or additions to the June 13, 2005, Regular Meeting Minutes.

A motion was made by Ms. Cruz, seconded by Ms. Donoso and unanimously passed to approve the June 13, 2005 Regular Meeting Minutes, as presented.

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
SEPTEMBER 12, 2005

**2. June 13, 2005 Public Hearing**

Ms. Garland asked if there were any corrections or additions to the June 13, 2005 Public Hearing Minutes.

A motion was made by Mr. Flinn, seconded by Ms. Cruz and unanimously passed to approve the June 13, 2005 Public Hearing Minutes, as presented.

**G. OLD BUSINESS**

There was no old business.

**H. NEW BUSINESS**

**1. Consider Petition to Expand Boundaries of the Community Development District**

District Counsel Hal Anderson explained the purpose of the Petition. He stated that a draft had been prepared and would be circulated for review.

A motion was made by Ms. Cruz, seconded by Mr. Flinn and unanimously passed to authorize the District Counsel to proceed with the Petition.

**2. Consider Fiscal Year 2005/2006 Regular Meeting Schedule and Location**

Ms. Garland stated that the Board needed to set a regular meeting schedule and location for fiscal year 2005/2006 so it could be properly advertised.

A motion was made by Ms. Donoso, seconded by Mr. Flinn and unanimously passed to set a Regular Meeting Schedule for Fiscal Year 2005/2006 for October 10, 2005, November 14, 2005, January 9, 2006, April 10, 2006, June 12, 2006, and September 11, 2006 at 2:45 p.m. in the Conference Room at Shoma Development Corporation located at 5835 Blue Lagoon Drive, 4<sup>th</sup> Floor, Miami, Florida 33126.

**3. Consider Scheduling of Landowners Meeting**

Ms. Garland reminded the Board that it was necessary to schedule a Landowners Meeting.

A motion was made by Ms. Cruz, seconded by Ms. Donoso and unanimously passed to schedule a Landowners Meeting for December 12, 2005, at 2:30 p.m. in the Conference Room at Shoma Development Corporation located at 5835 Blue Lagoon Drive, 4<sup>th</sup> Floor, Miami, Florida 33126.

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
SEPTEMBER 12, 2005

I. ADMINISTRATIVE MATTERS

There were no administrative matters.


J. BOARD MEMBER COMMENTS

There were no comments from members of the Board.

K. ADJOURN

A motion was made by Mr. Flinn, seconded by Ms. Cruz and unanimously passed to adjourn the meeting at 2:49 p.m.

  
Secretary

  
Chairman/VICE CHAIRMAN

**EXHIBIT 7**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE INCLUSION OF 13.969 ACRES OF LAND INTO THE BOUNDARIES  
OF THE CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA                    )  
COUNTY OF MIAMI-DADE         )

On this 13 day of November 2006, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Masoud Shojaee, who, after being duly sworn, deposes and says:

1. Affiant, Masoud Shojaee, an individual, is the Sole Manager of Garden Valley Phase II, LLC, a Florida Limited Liability Company.

2. The Company is the owner of the following prescribed property, to wit:

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

3. Affiant, Masoud Shojaee, hereby represents that he has full authority to execute all documents and instruments on behalf of the Company to allow the Century Gardens Community Development District to amend the boundaries of the District by the inclusion of above described 13.969 acres of land into the boundaries of the District.

4. The Property represents all of the real property to be added to the CDD.

5. Affiant, Masoud Shojaee on behalf of Garden Valley Phase II, LLC, as the sole owner of the property in the County described above, hereby consents to and joins in the Petition to amend the boundaries of the Century Gardens Community Development District by to include the above described 13.969 acres of land.

FURTHER, AFFIANT SAYETH NOT.

Masoud Shojaee

Subscribed and sworn to before me this 13 day of November, 2006, by Masoud Shojaee Sole Manager of Garden Valley Phase II, LLC, a Florida Limited Liability Company, who personally appeared before me, and is personally known.

Notary: Lydia Cabrera  
Print Name: Lydia Cabrera  
Notary Public, State of Florida  
My Commission Expires 8/30/08



Lydia Cabrera  
My Commission DD351246  
Expires August 30, 2008



EXHIBIT "A"

LEGAL DESCRIPTION OF LANDS TO BE ADDED TO  
CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT

Parcel "A"

A Portion of Tracts 1 through 5 and Tract 16, inclusive, according to the Plat of "Florida Fruit Lands Company's subdivision No. 1 of the Northeast ¼ of Section 9, Township 52 South, Range 40 East, as recorded in Plat Book 2 at page 17 of the Public Records of Dade County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Northeast ¼ of said Section 9; thence North 02 degrees 38 minutes 18 seconds West, along the East line of the said Northeast ¼ of Section 9, for 1061.76 feet last mentioned course being coincident with the East line of said Tracts 6 through 5, inclusive; thence South 89 degrees 35 minutes 00 seconds West, along a line that is parallel with and 254.61 feet South of, as measured at right angles to, the North line of said Tract 5, for 588.44 feet to the point of beginning of the hereinafter described parcel; thence continue South 89 degrees 35 minutes 00 seconds West, along the last described course for 433.55 feet; thence North 02 degrees 38 minutes 08 seconds West, along the West line of said Tracts 2 through 5, inclusive, of the said Northeast ¼ of Section 9 for 1243.20 feet; thence South 89 degrees 35 minutes 38 seconds West, along the South line of said Tract 16 for 352.93 feet to a point on the next described circular curve; said point bears North 38 degrees 37 minutes 32 seconds West from the radius point of the following described circular curve; thence Northeasterly, along said circular curve to the right, having a radius of 550.00 feet and a central angle of 23 degrees 12 minutes 11 seconds for an arc distance of 222.73 feet to a point on said circular curve; thence North 89 degrees 37 minutes 11 seconds east for 565.10 feet; said last described two courses being coincident with the Right-of-Way line of State Road 93 (I-75) as shown on the State of Florida Department of Transportation Right-of-Way map (Section 87075-2402); thence South 02 degrees 38 minutes 18 seconds east, along a line that is parallel with and 885.77 feet West of the East line of said Northeast ¼ of Section 9, for 1342.15 feet to the point of beginning; all lying and being in the Northeast ¼ of Section 9, Township 52 South, Range 40 East, Miami-Dade County, Florida.

There may be additional restrictions that are not shown on this survey that may be found in the public records of this County.

Gross Area 13.969 Ac



**EXHIBIT 6**

**CONSTRUCTION COSTS ESTIMATES  
AND COMPLETION ESTIMATE  
FOR EXPANSION AREA OF  
CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT**

<b>PHASE</b>	<b>ESTIMATED COST</b>	<b>ESTIMATED COMPLETION DATE</b>
STORMWATER MANAGEMENT	\$2,000,000	MARCH 2006
ROADWAYS	\$1,000,000	MARCH 2006
WATER AND SEWER IMPROVEMENTS	\$500,000	MARCH 2006
<b>TOTAL CONSTRUCTION COST</b>	<b>\$3,500,000</b>	



**CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT  
SUPERVISORS**

1. Masoud Shojaee
2. David Flinn
3. Orestes Lopez-Recio
4. Marta Cruz
5. Maria Donoso

## RESUMÉ

Masoud Shojaee  
515 Casuarina Concourse  
Coral Gables, Florida 33143

### Professional:

President & Director, Shoma Development Corp, Miami, Florida, 1986 to Present.

Licensed General Contractor

Licensed Real Estate Broker

Chairman, Board of Supervisors, Cutler Cay Community Development District, Keys Cove and Keys Cove II Community Development Districts, Century Gardens Community Development District.

Manager of various LLC's.

### Education:

University of Miami, BSEE, 1983, MSEE, 1985

### Personal:

Born, Teheran, Iran, naturalized US Citizen

Married, two children

## RESUMÉ

David L. Flinn  
1717 N. Bayshore Drive #1231  
Miami, Florida 33132

### PROFESSIONAL:

Chief Financial Officer and Director, Aljoma Lumber, Inc., Medley, Florida,  
1976 to present. Director and Secretary, Gand Lakes Development Corp.

Financial Consultant to various foreign corporations, 1976 to present.

### EDUCATION

BA, Georgia State University, Atlanta, Ga.  
The Westminster Schools, Atlanta, Ga.

### PERSONAL

Divorced, two daughters.

1700 S.W. 57 Ave, Suite 222,  
Miami, Florida 33155

(305) 388-2838, Fax  
(768) 437-8855.  
Olopez@shomahomes.com

## Orestes Lopez-Recio

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<b>Experience</b>	Present - 2004	Shoma Development	Miami, Fl
	<b>Architect</b>		
	<ul style="list-style-type: none"><li>• Responsible for Architectural-Construction coordination.</li><li>• All residential and multi-use developments in Miami-Dade, Broward and Palm Beach Counties.</li></ul>		
	2000-2003	Pascual, Perez, Kiliddjian	Miami, Fl
	<b>Project Architect</b>		
	<ul style="list-style-type: none"><li>• Responsible for Supervision and Coordination of Construction Documents for all projects relating to Century Home Builders</li><li>• Responsible for residential projects such as Century Parc, Kendall Breeze, Century Estates and Century at Doral. Approximately 2,500 Units</li></ul>		
	1995-1999	Orestes Lopez-Recio Architect	Miami, Fl
	<b>Principal</b>		
	<ul style="list-style-type: none"><li>• Owner of Design-Build Firm with experience in both Residential and Commercial Projects, including Custom homes and Flex Office Space.</li></ul>		
	1985-1994	SRP Inc.	Miami, Fl
	<b>Principal/Qualifier</b>		
	<ul style="list-style-type: none"><li>• Design-Build Firm specializing in Commercial Design and Construction</li><li>• Retail Consultants for Philips International of New York.</li><li>• Gross Construction Cost for Projects in this period approximately \$120,000,000.00</li></ul>		
	1982-1984	Cano, Sotolongo Architects	Miami, Fl
	<b>Project Architect</b>		
	<ul style="list-style-type: none"><li>• Responsible for Supervision and Coordination of Construction Documents for various Residential Developments in Miami-Dade and Broward Counties</li></ul>		



1979-1981 GRV Design Group Miami, Fl

**Project Manager**

- Responsible for Supervision and Coordination of Construction Documents for various Residential Developments in Miami-Dade and Broward Counties as well as Residential Projects in Hilton Head S.C., Atlanta, Georgia, and Orlando, Florida.

1976-1978 Jorge F. Miro Architect Miami, Fl

**Designer**

- Responsible for Design of Residential and Commercial Projects.

**Education**

1974-1979 University of Miami Miami, Fl

- B.A., Architecture with Minor in Structural Engineering
- Graduated Cum Laude.

**Licenses**

Registered Architect , State of Florida 1982  
Certified General Contractor State of Florida 1985

Marta A. Cruz  
13615 S.W. 119<sup>th</sup> Street  
Miami, Florida 33186  
Tel. (786) 303-4511  
E-mail: martaacruz04@bellsouth.net

### Summary of Qualifications

I have been able to integrate my background in architecture, building contractor and business administration to achieve a successful career in the construction industry.

### Experience

#### Shoma Development Corp. – August 1989 – Present

**VP Construction Planning Division:** In charge of purchasing; contracts with vendors/subcontractors. Responsible for the coordination with Architects and Engineers on design, development and construction drawings/documents of all new projects. Also in charge of the coordination with Attorneys and surveyors of all condo documents, HOA documents, condo conversions, Fannie Mae approvals and LOMR letters.  
**Office Manager:** The general management and supervision of main office and sales office. Also in charge of budgets, bank draws, account payables and closings.

#### S & A Developers – February 1986 – August 1989

**Office manager:** The supervision of main office. In charge of budgets, bank draws, construction loans, closings, land acquisition and sales representative.

#### A & F Developers – June 1985 – February 1986

**Office coordinator:** In charge of construction loan, budgets, bank draws and construction supervisor.

#### Construction Professionals, Inc. – June 1980 – November 1984

**Construction Supervisor/Draftsperson:** The construction supervision of several commercial buildings and residential homes. Preparation and coordination of Architectural drawings.

#### RAC Planning and Design – June 1977 – June 1980

**Draftsperson:** Preparation and coordination of Architectural drawings.

### Education

Florida International University, Miami, Florida  
Bachelor in Business Administration – 1997  
Bachelor in International Business – 1997

Miami Dade Community College, Miami, Florida  
Pre-Architecture  
Associates in Art Degree – 1978

### Professional Registration

Building Contractor – State of Florida – 1986

### References

Available upon request.

**MARIA P. DONOSO**

15200 S.W. 51 Street  
Miramar, FL, 33027

(954) 442-9291  
Work: (305) 336-3115  
E-mail: [Mdono001@gmail.com](mailto:Mdono001@gmail.com)

**OBJECTIVE:** Challenging position where my business and finance background can serve to improve operations.

**EDUCATION**

Florida International University, Miami, FL  
Masters in the Science of Finance, expected graduation July 2006  
GPA: 4.0 (4.0=A)

Florida International University, Miami, FL  
B.B.A. degree graduated December 2003 Cum Laude  
Major: Finance GPA: 3.6 (4.0=A)  
Ranked among top 15% of juniors and seniors

Gold Coast School of Real Estate, Ft. Lauderdale, FL  
Florida Real Estate Salesperson license # SL-0704536

**HONORS AND ACTIVITIES**

President of seven condominium and homeowner associations for Shoma Development Corporation  
(December 2003-Present)  
Our Lady of the Lakes Parish, volunteer (2000 to present)

**EXPERIENCE**

Accounting Division Supervisor, Shoma Development Corporation (December 2003- Present)  
Supervise accounts payable staff. Work as Director of the Homeowner's Associations Division. Audit accounts payable commitments and payments. Manage major accounts such as advertising, engineering, consulting, and legal. Manage accounts for three commercial properties. Responsible for all cash disbursements. Assist VP/CFO in financing and accounting tasks and projects.

Accounting, Shoma Development Corporation (December 2002- December 2003)  
Entered account payables in various accounting and developer computer programs. Organized and kept track of general liability/worker's comp. insurance for all the subcontractors. Managed all the cash and escrow deposits.

Real Estate Salesperson, LMG Realty, Inc./First Realty USA, Inc (May 2001 to Present)  
Implemented networking skills to develop customer leads. Worked together with realtors, mortgage banks, title companies, and attorneys to coordinate and facilitate closings. Prepared standard listing, sale, lease, and seasonal rent contracts. Prepared closing cost estimates. Reviewed HUD 1 statements.

Sales Assistant, Westbrooke Companies, Inc. (March 2000 to June 2001)  
Assisted sales of homes in Monaco at Sunset Lakes Community, Miramar, FL. Facilitated communication between customers and construction superintendents. Received and explained customer requests and complaints to superiors. Organized and updated contract files. Maintained weekly sales log. Managed inventory.

**SKILLS AND ABILITIES**

**Communication and Interpersonal**

- Trained in working in real estate teams
- Demonstrate sound speaking and writing skills polished through completion of a course in business communication
- Ability to speak and write Spanish

**Computer**

- Trained in using Microsoft Word, Works, Power Point, Excel, Access, Timberline, Builder Software, and the Internet

This instrument was prepared by:	
Name:	Richard Schanerman, Esq.
Address:	Akerman Senterfitt 1 Southeast 3 <sup>rd</sup> Avenue, 28 <sup>th</sup> Floor Miami, Fl 33131-1714
(Space Reserved for Clerk)	

**DECLARATION OF RESTRICTIVE COVENANTS**

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

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") to Amend the Boundaries of the Century Gardens Community Development District (the "District") filed October 7, 2005, and approved pursuant to Ordinance No. \_\_\_\_\_ enacted by the Board on \_\_\_\_\_ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices.

1.2.1 Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a

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

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$(See Exhibit B). THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$(See Exhibit B) IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$(See Exhibit B) FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND

THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$[See Exhibit B]. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$[See Exhibit B] IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$[See Exhibit B] FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS

PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: \_\_\_\_\_

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar



days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the

Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A **[LATE NOTICE or EXTENDED LATE NOTICE]** UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS **[LATE NOTICE or EXTENDED LATE NOTICE]** DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS **[LATE NOTICE or EXTENDED LATE NOTICE]**. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS **[LATE NOTICE or EXTENDED LATE NOTICE]** DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital

Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF *[\$See Exhibit B]*. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF *[\$See Exhibit B]* IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF *[\$See Exhibit B]* FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if

the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such

actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments

and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN CENTURY GARDENS. A PURCHASER OF PROPERTY IN CENTURY GARDENS WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE CENTURY GARDENS COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC. TOLL FREE PHONE (877) 737-4922.

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

to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

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

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, on or before the recording of a final plat on any portion of the Property, Owner shall apply to the Board for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes



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

**2. BENEFITS AND ENFORCEMENT.**

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

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

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and

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

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the

Property, or of such portion as will be affected by the modification, amendment, or release, including jointers of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

**6. ELECTION OF REMEDIES.**

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

**7. SEVERABILITY.**

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

**8. ACCEPTANCE OF DECLARATION.**

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any

application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 9 day of August, 2006.

OWNER:  
GARDEN VALLEY – PHASE II, LLC, a  
Florida limited liability company

By: \_\_\_\_\_  
Name: Masoud Shojaee  
Title: President

Owner's Address:  
5835 Blue Lagoon Drive,  
4<sup>th</sup> Floor,  
Miami, Florida 33126

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Masoud Shojaee, the President of Garden Valley – Phase II, LLC this 9 day of August, 2006 who is personally known to me or who produced \_\_\_\_\_ as identification.



Notary Public, State of Florida at Large  
Print Name: Maribel Mendoza  
My commission expires: 2/27/09

**Exhibit A**  
**LEGAL DESCRIPTION**

TRACTS A AND B, LOTS 1 THROUGH 8 OF BLOCK 1, LOTS 1 THROUGH 18 OF BLOCK 2, LOTS 1 THROUGH 10 OF BLOCK 3, LOTS 1 THROUGH 19 OF BLOCK 4, AND LOTS 1 THROUGH 16 OF BLOCK 5 OF CENTURY PRESTIGE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 163 AT PAGE 80 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

**Exhibit B**

**CDD NOTICE**

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family Residential	\$1126	\$187	\$1313

**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 Residential	\$16	\$0	\$94

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family Residential	\$16,750	\$33,780

\_\_\_\_\_ PURCHASERS INITIALS

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

\_\_\_\_\_  
PURCHASER'S INITIALS

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

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PURCHASER'S INITIALS

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

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PURCHASER'S INITIALS

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

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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 \$1126, 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 30 Years is approximately \$33,780.

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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.

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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 \$1,313 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

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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.

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PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

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STATE OF FLORIDA            )  
                                          )  
COUNTY OF MIAMI-DADE    )

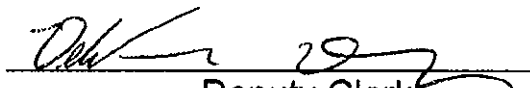
SS:

I, **HARVEY RUVIN**, Clerk of the Circuit and County Courts, in and for Miami-Dade County Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, **Do Hereby Certify** that the above and foregoing is a true and correct copy of Ordinance 06-188, approved by the Board of County Commissioners at its meeting of December 19, 2006, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 2<sup>nd</sup> day of January, A.D. 2007.

**HARVEY RUVIN**, Clerk  
Board of County Commissioners  
Miami-Dade County Florida



By:   
Deputy Clerk