

Memorandum

MIAMI-DADE
COUNTY

(Public Hearing 5-15-18)

Date: April 10, 2018

Agenda Item No. 5(F)

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Ordinance Amending the Coco Palms Community Development District

Ordinance No. 18-55

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance amending the boundaries of the Coco Palms Community Development District (CDD). This proposed district lies wholly within the unincorporated Miami-Dade County (County), Florida, and will be expanding by 24.96 acres, increasing the total acreage of the CDD from 91.43 acres to 116.39 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.

Scope

This Coco Palms CDD is located within Commission District 8, represented by Commissioner Daniella Levine Cava, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the CDD. The area of expansion will include residential development such as villas and townhomes.

Fiscal Impact/Funding Source

Amending the boundaries of the Coco Palms CDD will have no fiscal impact to the County. CDD funding is provided by private CDD liens and assessments against affected property and may be collected privately or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County. Adoption of this Ordinance will not affect the CDD assessments of the individual owners within the original CDD boundaries.

Social Equity Statement

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

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

Track Record/Monitor

A multipurpose maintenance Special Taxing District was created to maintain this development's infrastructure and common areas, should the Homeowners Association or CDD be dissolved or fails to fulfill its maintenance obligations. The Coco Palms Multipurpose Maintenance and Street Lighting Special Taxing District was created and adopted on November 3, 2015, under Ordinance No. 15-122. This Special Taxing District will remain dormant until such time as the County

Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners
Page 2

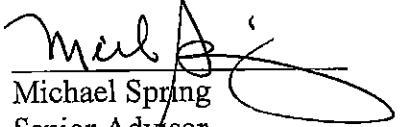
determines to implement the district.

Background

The Coco Palms CDD was created by the Board on November 3, 2015, pursuant to Ordinance No. 15-123. The original CDD boundary encompasses 91.43 acres with approximately \$13.401 million in infrastructure costs servicing 743 residential dwelling units (309 townhomes, 253 villa units, and 181 single family units). Upon adoption of the attached Ordinance, the Coco Palms CDD will be increased by a net acreage of 24.96 acres encompassing a total of 116.39 acres consisting of 427 townhomes, 416 villa units, and 181 single family units, and infrastructure costs will increase by approximately \$5.070 million. In accordance with Florida Statute 190, the Petitioner has paid a filing fee of \$1,500 to the County and will pay for future advertising costs according to State Statute.

A declaration of restrictive covenants for the amendment has been submitted consistent with the requirements of Resolution No. R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The restrictive covenants provide for: (1) notice in the public records of the projected taxes and assessments to be levied by the Coco Palms CDD; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

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


Michael Spring
Senior Advisor

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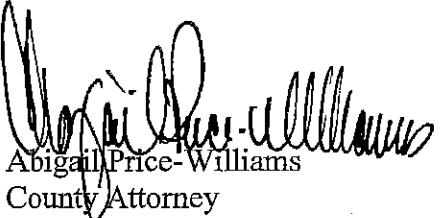


MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 15, 2018

FROM: 
Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(F)

Please note any items checked.

“3-Day Rule” for committees applicable if raised

6 weeks required between first reading and public hearing

4 weeks notification to municipal officials required prior to public hearing

Decreases revenues or increases expenditures without balancing budget

Budget required

Statement of fiscal impact required

Statement of social equity required

Ordinance creating a new board requires detailed County Mayor’s report for public hearing



No committee review

Applicable legislation requires more than a majority vote (i.e., 2/3's , 3/5's , unanimous) to approve

Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____
Veto _____
Override _____

Mayor

Agenda Item No. 5(F)
5-15-18

ORDINANCE NO. 18-55

ORDINANCE GRANTING PETITION OF COCO PALMS COMMUNITY DEVELOPMENT DISTRICT TO EXPAND THE BOUNDARIES OF THE DISTRICT ESTABLISHED BY ORDINANCE NO. 15-123 BY 24.96 ACRES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

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

WHEREAS, at its meeting of November 3, 2015 the Board adopted Ordinance No. 15-123 establishing the Coco Palms Community Development District ("District" or "Petitioner") and providing for specific boundaries of the District; and

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

WHEREAS, the Petitioner has submitted a Petition to expand the District boundaries by 24.96 acres, resulting in a total increase in acreage of the District from 91.43 acres to 116.39 acres; and

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

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

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

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

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

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

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

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

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

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

Section 2. The Petition to expand the District to include the real properties described in the Petition attached hereto, which was filed by the District on February 14, 2018, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit 1 to the Ordinance.

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

Section 4. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, amend or modify Ordinance No. 15-123.

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

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

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

PASSED AND ADOPTED: May 15, 2018

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci

ASW
MJM

"EXHIBIT 1 to the Ordinance"

**PETITION TO EXPAND COCO PALMS
COMMUNITY DEVELOPMENT DISTRICT**

Dated: FEBRUARY 14, 2018

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

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

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

The Board of Supervisors (the "Board") of the Coco Palms Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the "District"), and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 15-123 of Miami-Dade County, Florida (the "County"), adopted on November 3, 2015 (the "Ordinance"), hereby submits this petition (the "Petition") to the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the "Commission") in accordance with Section 190.046(1) of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes (the "Act"), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 91.43 acres are currently within the external boundaries of the District.
2. That the Board desires to expand the boundaries of the District by adding approximately 24.96 acres of real property as legally described in Exhibit A, attached hereto and made a part hereof. Following such expansion of the District's boundaries, all lands in the District will continue to be located wholly within unincorporated Miami-Dade County, Florida.

3. That the real property to be annexed into the District does not exceed 50% of the acres initially located within the original boundaries of the District. The total acreage of the boundaries of the District, including this petition and the initial petition seeking establishment of the District, do not encompass more than a total of 1,000 acres.

4. That attached hereto as Exhibit B 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.

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

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

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

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

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

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

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

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

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

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant this Petition and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

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

//

RESPECTFULLY SUBMITTED this 17th day of MAY, 2017.

COCO PALMS COMMUNITY
DEVELOPMENT DISTRICT

By: Carolina Herrera
Name: Carolina Herrera
Title: Chairperson/Vice-Chairperson

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 17 day of MAY, 2017, by Carolina Herrera, the Chairperson/Vice-Chairperson of the Board of Supervisors of the Coco Palms Community Development District, who is personally known to me [] or produced _____ as identification.



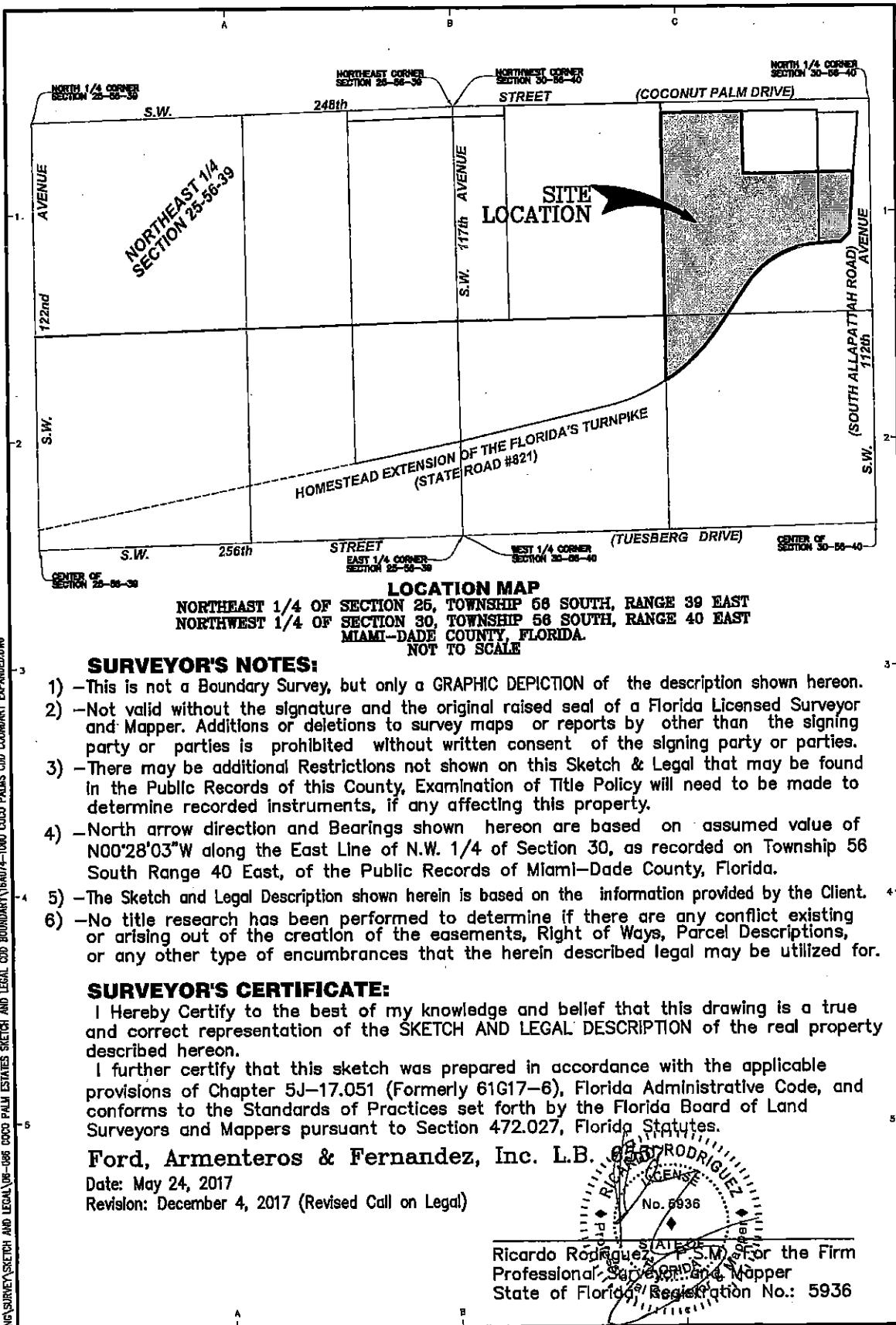
Patricia Llama
Notary Public

Patricia Llama
Typed, printed or stamped name of Notary Public

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EXHIBIT A

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT



COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA

FORD, ARMENTEROS & FERNANDEZ, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR DORAL, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805		
TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND SURVEYOR'S NOTES.		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET: 1 OF 3 SHEETS
IMC CHECKED BY:	SCALE: AS SHOWN	
CHECKED BY:	PROJECT NO: 16A074-1000	

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LEGAL DESCRIPTION

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last describe line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.31 Square Feet or 24.96 Acres more or less.



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SKETCH NAME: LEGAL DESCRIPTION TO ACCOMPANY GEOMETRICAL SKETCH		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET: 1
IMG. CHECKED BY: N/A	SCALE: N/A	2
CHECKED BY: N/A	PROJECT No: 16A074-1000	of 3 SHEETS

GRAPHIC SCALE



(. IN FEET)

1 inch = 200 ft.

COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA

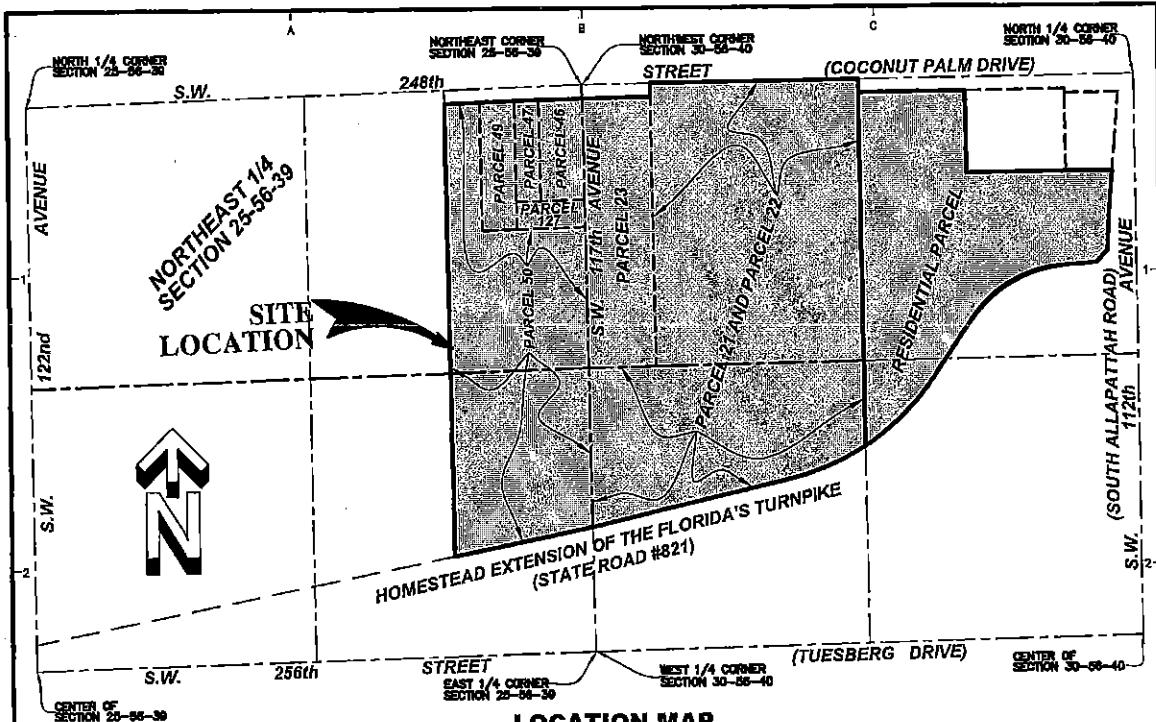


 FORD, ARMENTEROS & FERNANDEZ, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR DORAL, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805	TYPE OF DRAWING: SKETCH AND LEGAL DESCRIPTION		
	SHEET NAME: GEOMETRICAL SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
	PREPARED FOR: LENNAR HOMES, LLC		
	DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET: 3
DWG. CHECKED BY: 	SCALE: AS SHOWN		
	PROJECT No: 16A074-1000	OF 3 SHEETS	

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EXHIBIT B

LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES



LOCATION MAP

NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 56 SOUTH, RANGE 39 EAST
 NORTHWEST 1/4 OF SECTION 30, TOWNSHIP 56 SOUTH, RANGE 40 EAST
 MIAMI-DADE COUNTY, FLORIDA.
 NOT TO SCALE

SURVEYOR'S NOTES:

- 1) -This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) -Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 3) -There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of ABSTRACT OF TITLE will be made to determine recorded instruments, if any affecting this property.
- 4) -North Arrow direction and Bearings shown hereon are based on an assumed value of: S88°04'13" W along the North Line of the N.E. 1/4 of Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida, as shown hereon.
- 5) -The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) -No title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION of the real property described herein.

I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly Chapter 61G17-6), Florida Administrative Code.

Ford, Armenteros & Fernandez, Inc. L.B. 6557

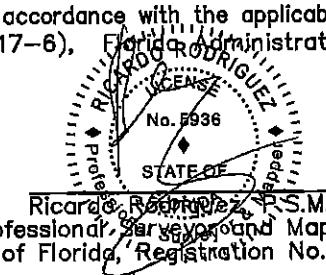
Date: October 21, 2014.

Revision 1: April 20, 2017 (Expanded)

Revision 1: May 24, 2017 (Expanded to included

Residential Parcel Only)

Revision 1: December 4, 2017 (Revised Call on Legal) State of Florida, Registration No.5936



COCO PALM ESTATES CDD BOUNDARY (EXPANDED) SURVEYING AND LEGAL DESCRIPTION



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LOCATION MAP AND SURVEYOR'S NOTES.		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: JAER/R.R.	DATE: APRIL 20, 2017	SHEET:
OWNER CHECKED BY:	SCALE: AS SHOWN	1
CHECKED BY:	PROJECT No: 16A074-1002	OF 5 SHEETS

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A B C

LEGAL DESCRIPTION:

PARCEL 50:

The West 1/2 of the West 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4, Less the North 35.00 feet thereof and subject to a dedication of the South 30.00 feet of the North 65.00 feet thereof for East Right-of-Way, Section 25, Township 56 South, Range 39 East.

1 AND

The S.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of Section 25, Township 56 South, Range 39 East, and that portion of the East 1/2 of the S.E. 1/4 of said N.E. 1/4 of Section 25, lying North of the Northerly Right-of-Way line of State Road 821, all lying and being in Miami-Dade County, Florida.

Also Known As

2 The West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4, less the North 65.00 feet thereof; and the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4; and that portion of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying North of the Right-of-Way line of State Road 821, all in Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 21 AND 22:

3 The East 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 30, Township 56 South, Range 40 East and that part of the S.W. 1/4 of the N.W. 1/4 of said Section 30, lying Northerly of State Road 821 as shown on the State D.O.T. Section 87005-2304 Sheet 10 of 15. all lying and being in Miami-Dade County, Florida.

PARCEL 23:

4 The West One-Half of the West One-half of the Northwest Quarter of the Northwest Quarter (W 1/2 of the W 1/2 of the N.W. 1/4 of the N.W. 1/4), of Section Thirty (30), Township Fifty-Six (56), South, Range (40) East, lying and being in Miami-Dade County, Florida, Less North 65 feet for Right-of-Way, as per D.B. 2053, Page 257.

PARCEL 46:

4 The East 1/2 of the N.E. 1/4 of the N.E. 1/4 less the North 65.00 feet for road Right-of-Way and less the South 132.00 feet and less the West 120.00 feet of Section 25, Township 56 South, Range 39 East, all lying and being in Miami-Dade County, Florida.

PARCEL 47:

5 The West 120.00 feet of the East 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4, less the North 65.00 feet for road and less the South 132.00 feet thereof, Section 25, Township 56 South, Range 39 East.

PARCEL 49:

5 The East 1/2 of the West 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of Section 25, Township 56 South, Range 39 East, less the North 65.00 feet thereof. All lying and being in Miami-Dade County, Florida.

COCO PALM ESTATES CDD BOUNDARY (EXPANDED)



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

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR	LENNAR HOMES, LLC		
DRAWN BY	JAER/R.R.	DATE	APRIL 20, 2017
THG. CHECKED BY:		SCALE	AS SHOWN
CHECKED BY:		PROJECT No:	16A074-1002
			2 OF 5 SHEETS

A B C

PARCEL 127:

The South 132.00 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

TOGETHER WITH:

RESIDENTIAL PARCEL:

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last described line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 5,069,788.21 Square Feet or 116.39 Acres more or less.

A B C

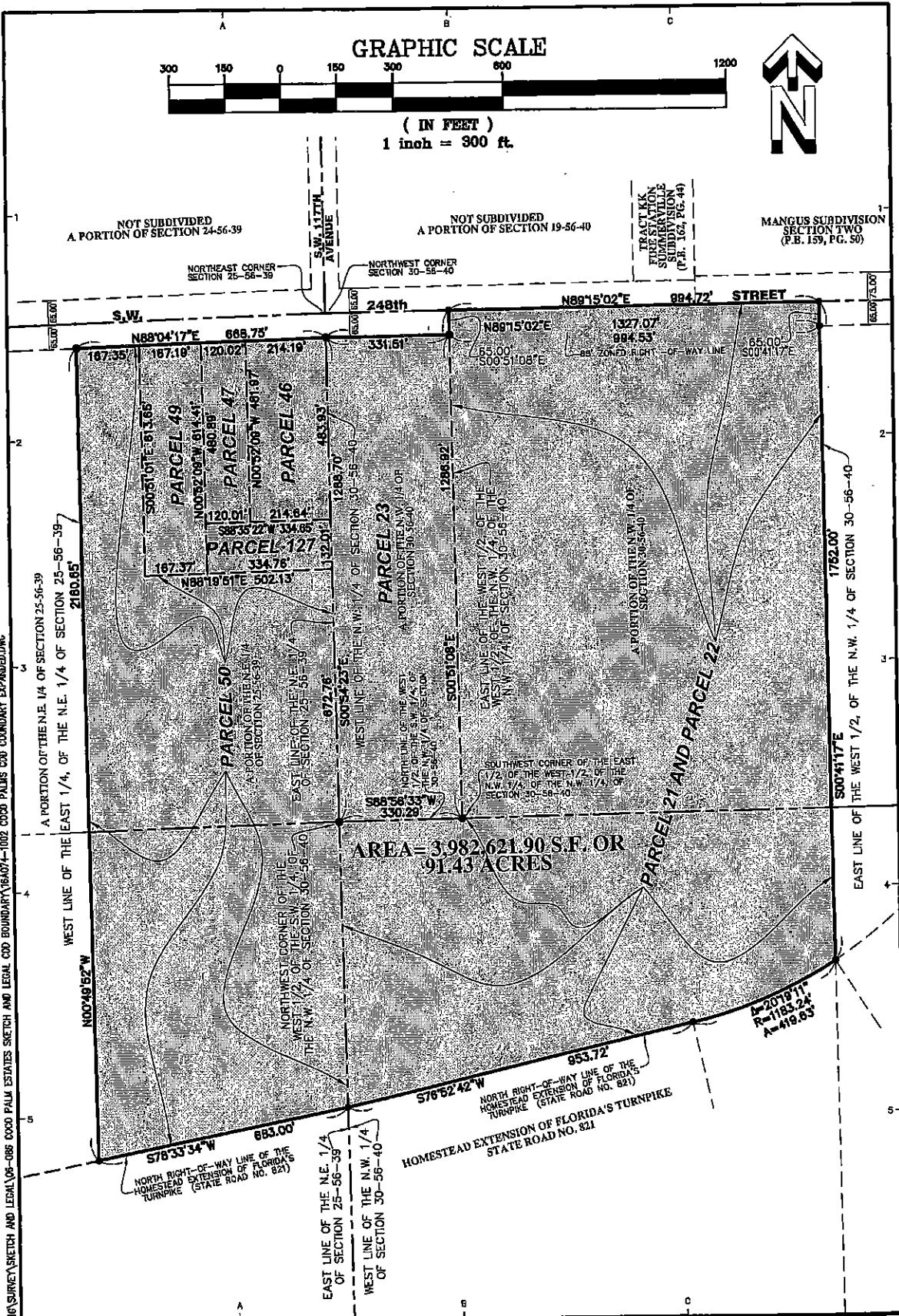
COCO PALM ESTATES CDD BOUNDARY (EXPANDED)



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

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	LEGAL DESCRIPTION TO ACCOMPANY SKETCH	
PREPARED FOR:	LENNAR HOMES, LLC	
DRAWN BY: JAER/R.R.	DATE: APRIL 20, 2017	SHEET:
ENG. CHECKED BY:	SCALE: AS SHOWN	3
CHECKED BY:	PROJECT NO: 16A074-1002	OF 5 SHEETS

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COCO PALM ESTATES CDD BOUNDARY (EXPANDED)



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

TYPE OF PROJECT: SKETCH TO ACCOMPANY SKETCH

SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY SKETCH

PREPARED FOR: LENNAR HOMES, LLC

DRAWN BY: JAER/R.R. DATE: APRIL 20, 2017 SHEET: 4

DWG. CHECKED BY: SCALE: AS SHOWN

CHECKED BY: PROJECT NO: 16A074-1002

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4

OF 5 SHEETS

GRAPHIC SCALE



(IN FEET)



COCO PALM ESTATES CDD BOUNDARY (EXPANDED)



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

TYPE OF PROJECT	SKETCH TO ACCOMPANY SKETCH		
SHET NAME	LEGAL DESCRIPTION TO ACCOMPANY SKETCH		
PREPARED FOR	LENNAR HOMES, LLC		
DRAWN BY: JAERR/R.	DATE: APRIL 20, 2017	SHEET:	5 OF 5 SHEETS
DWG. CHECKED BY:	SCALE: AS SHOWN		
CHECKED BY:	PROJECT No: 16A074-1002		

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EXHIBIT C

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

	<u>COST ESTIMATE</u>	<u>START CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
Water Distribution System	\$ 760,000	October, 2017	February, 2018
Sanitary Sewer System	\$1,290,000	October, 2017	April, 2018
Roadway Improvements	\$1,600,000	October, 2017	August, 2019
Stormwater Management System	\$1,420,000	October, 2017	January, 2018
<u>Total:</u>	\$5,070,000		

EXHIBIT D

**EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF
COCO PALMS COMMUNITY DEVELOPMENT DISTRICT**

AFFIDAVIT

On this 30th day of August, 2017, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant, Mary-Beth Roselle is the SVP of SFI Palm Tree Farms, LLC, a Delaware limited liability company (the "Company").

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

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

3. Affiant hereby represents that he/she has full authority to execute all documents and instruments on behalf of the Company, including the Petition to Expand the Boundaries of the Coco Palms Community Development District before the County Commission of Miami-Dade County, Florida.

4. The Property consists of approximately 24.96 acres of real property located in unincorporated Miami-Dade County, Florida.

5. Affiant, on behalf of the Company, as the fee simple owner of the Property, in the capacity described above, hereby gives its full consent to the expansion of the external boundaries of the Coco Palms Community Development District to include the Property herein.

IN WITNESS WHEREOF, I have hereunto set my hand this 30th day of August, 2017.

SFI PALM TREE FARMS, LLC,
a Delaware limited liability company

By: Mary-Beth Roselle
Name: Mary-Beth C. Roselle
Title: Senior Vice President &
Associate General Counsel

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me this 30th day of August, 2017, by Mary-Beth Roselle, as SVP of SFI Palm Tree Farms, LLC, a Delaware limited liability company. He/she is personally known to me [] or produced _____ as identification.

Jarel Lamar Rosser
Notary Public
JAREL LAMAR ROSSER
Notary Public, State of New York
Typed, printed or 00-02R06361318
Public Qualified in Bronx County
Commission Expires July 3, 2021

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Exhibit "A"

Description of Property

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last described line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.27 Square Feet or 24.96 Acres more or less.

EXHIBIT E

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



MIAMI-DADE FUTURE LAND USE MAP

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EXHIBIT F

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to expand boundaries of Coco Palms Community Development District (the “District”). The District is a unit of special purpose local government established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Charter by Ordinance No. 15-123 of Miami-Dade County, Florida (the “County”), adopted on November 3, 2015 (the “Ordinance”). The District is currently comprised of approximately 91.43 gross acres of land located within unincorporated Miami-Dade County (the “County”), and in the State of Florida. The District desires to expand the boundaries by adding approximately 24.96 gross acres (“Expansion Area”). The Expansion Area will be located east of the District. The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes, as follows:

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

1.2 Overview of the Coco Palms Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Coco Palms Community Development District. Following the expansion, Coco Palms Community Development District will encompass approximately 116.39 gross acres.

The current development plan for the Expansion Area within the District includes the construction of approximately 163 villas and 118 townhomes for a total of 281 residential units. The current development plan is subject to change as market conditions may dictate in the future. The scope of this SERC is limited to evaluating the consequences of approving the proposal to expand the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

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

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

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

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

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

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce impacts on small businesses.

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

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

2.0 An economic analysis showing whether the rule directly or indirectly is likely to have an adverse impact on economic growth, private sector job creation or employment, private sector investment, in excess of \$1 million in the aggregate within or 5 years after the implementation of the rule.

It is unlikely the expansion of the District will meet any of the triggers in Section 120.541(2)(a).

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

The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

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

As noted above, the District is a residential community and the Expansion Area of 24.96 acres is estimated to include 163 villas and 118 townhomes. All of the ultimate property owners in the District will be required to comply with District rules and their properties will be encumbered with District obligations to pay for infrastructure and operation and maintenance expenses incurred by the District. Expansion of the District would put all of these areas under the jurisdiction of the District.

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

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed expansion of the District. The District expanded will encompass under 1,000 acres, therefore the County is the establishing entity under 190.005 (1) Florida Statutes, and the Miami-Dade County Home Rule Charter. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

Miami-Dade County

The land within the proposed expansion area of the District is located in unincorporated Miami-Dade County and consists of approximately 24.96 gross acres. The County and its staff will analyze the Petition, conduct a public hearing and take final action with respect to the establishment of the District. These activities will absorb staff time and time of the County Commission.

These costs to the County are modest for a number of reasons. First, review of the Petition does not include analysis of the project itself. Second, the Petition itself provides much of the information needed for a staff review. Third, County already possess the staff needed to conduct

the review without the need for new staff. Fourth, there is no capital required to review the Petition. Fifth, potential costs are offset by the required filing fee. Finally, the County routinely

process similar petitions for land uses and zoning charges that are far more complex than is the Petition.

The annual costs to the County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The District is required to provide to the County its budget each year, but no County action is required.

4.2 Impact on State and Local Revenues

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

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

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

Table 1 provides an outline of the various facilities and services the District may provide to the Expansion Area. The water distribution system, sanitary sewer system, roadway improvements, storm water management system, and related incidental costs, as described in Table 1, will be funded by the District.

**Table 1. Coco Palms Community Development District Expanded Area
Proposed Facilities and Services**

FACILITY	FUNDED BY	OWNERSHIP	O&M
Water Distribution System	CDD	MDC	MDC
Sanitary Sewer System	CDD	MDC	MDC
Roadway Improvements	CDD	CDD	CDD
Storm Water Management System	CDD	CDD	CDD

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

The petitioner has estimated the design and development costs for providing the capital facilities

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to the expansion area. The cost estimates are shown in **Table 2** below. Total design and development costs for these facilities are estimated to be approximately \$5,070,000. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in **Table 2**.

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

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

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

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

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

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

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

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

Table 2. Coco Palms Community Development District Expansion Area Estimated Costs

<u>Category</u>	<u>Cost</u>
Water Distribution System	\$ 760,000
Sanitary Sewer System	\$1,290,000
Roadway Improvements	\$1,600,000
Stormwater Management System	\$1,420,000
Total Projected Costs of Improvements	<u>\$5,070,000</u>

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

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

The District is located in unincorporated Miami-Dade County. The County has an estimated population that is greater than 75,000 according to the 2010 U.S Census. Therefore, the County is not defined as a "small county" according to Sections 120.52 (18) and 120.52 (19) (respectively), Florida Statutes.

7.0 Any additional useful information.

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

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

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

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FLORIDA STATUTE	DUE DATE
Annual Financial Audit	218.39 & 11.45	within 45 days of audit completion, but no later than 9 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but not later than 9 months after end of fiscal year; if no audit required, by June 30
TRIM Compliance Report	200.068	30 days after adoption of assessment resolution
Form 1 – Statement of	112.3144	within 30 days of accepting appointment, then every year thereafter by July 1
Public Depositor Report	280.17	by November 30
Proposed Budget	190.008 & 189.016	on or before June 15 and 60 days prior to adoption of final budget
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when bonds are issued
Final Budget	190.008	prior to October 1 of each year

EXHIBIT G

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:

Name:	Gerald L. Knight
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301

(Space Reserved for Clerk)

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, a Petition to create the Coco Palms Community Development District (the “District”) was approved and adopted by the Board of Miami-Dade County Commissioners (the “Board”), pursuant to Ordinance No. 15-23 on November 3, 2015 (the “Ordinance”), and a Petition to Expand the Boundaries of the District was filed on _____, 2017, and approved pursuant to Ordinance No. _____, on _____, by the Board; and

WHEREAS, a Declaration of Restrictive Covenants was previously recorded on October 21, 2016 at O. R. Book 30277 Page 4145, of the Public Records of Miami-Dade County, Florida (the “Original Declaration”), relating to certain real property located within the boundaries of the District, in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a “Prospective Initial Purchaser”), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit

(defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"); Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

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

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

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

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

1. COVENANTS.

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

levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices

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

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$39,000.00 FOR A VILLA, AND \$42,000.00 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$21,176.00 FOR A VILLA UNIT AND \$22,804.00 FOR TOWNHOME UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED

ANNUAL CAPITAL ASSESSMENT OF \$1,300.00 FOR A VILLA UNIT AND \$1,400.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$39,000.00 FOR A VILLA UNIT, AND \$42,000.00 FOR A TOWNHOME UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$21,176.00 FOR A VILLA UNIT AND \$22,804.00 FOR TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,300.00 FOR A VILLA UNIT AND \$1,400.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL

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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

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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 Recording Date (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.

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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

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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 \$39,000.00 FOR A VILLA UNIT, AND \$42,000.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$21,176.00 FOR A VILLA UNIT AND \$22,804.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,300.00 FOR A VILLA UNIT AND \$1,400.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6. If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual

aggregate Administrative Assessments for each of the District's first three 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:

COCO PALMS COMMUNITY DEVELOPMENT DISTRICT

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

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

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

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

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application for the amendment of the multi-purpose maintenance and street lighting special taxing district that was created pursuant to Ordinance No. 15-122 on November 3, 2015 to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, lighting and landscaping, as applicable. Upon approval of the amendment of the aforementioned special taxing districts by the Board, such special taxing districts 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 special taxing districts 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(s) 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.

his 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 joiners of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

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

8. ACCEPTANCE OF DECLARATION.

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this
Declaration of Restrictive Covenants this 30th day of August, 2017.

OWNER:

SFI PALM TREE FARMS, LLC,
a Delaware limited liability company

By: MaryBeth
Name: _____
Title: Mary-Beth C. Roselle
Senior Vice President &
Associate General Counsel

STATE OF New York)
COUNTY OF New York)

The foregoing instrument was acknowledged before me by Mary-Beth Roselle,
the SVP + AGC, of SFI PALM TREE FARMS, LLC, a Delaware limited liability
company, this 30th day of August, 2017 who is personally known to me or who
produced _____ as identification.

Jarel R.

Notary Public

Print Name:

Jarel Rosser

My commission expires:

July 3, 2021

JAREL LAMAR ROSSER
Notary Public, State of New York
No. 02R06361318
Qualified in Bronx County
Commission Expires July 3, 2021

Exhibit A

LEGAL DESCRIPTION

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last described line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.27 Square Feet or 24.96 Acres more or less.

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)
Villa	\$1,300.00	\$152.00	\$1,452.00
Townhome	\$1,400.00	\$152.00	\$1,552.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Villa	\$9.50	\$3.17	\$108.33
Townhome	\$9.50	\$3.17	\$116.67

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)
Villa	\$21,176.00	\$39,000.00
Townhome	\$22,804.00	\$42,000.00

PURCHASERS INITIALS

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

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.

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.

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.

3.2. Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1,300.00** for a villa unit (approximately **\$108.33** per month), and approximately **\$1,400.00** for a townhome unit (approximately **\$116.67**), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately **\$39,000.00** for a villa unit, and **\$42,000.00** for a townhome unit.

3.3. Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

_____ PURCHASER'S INITIALS

3.4. District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$152.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

PURCHASER:

Print Name: _____
Date: _____

PURCHASER:

Print Name: _____
Date: _____

EXHIBIT H

RESOLUTION OF THE DISTRICT

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COCO PALMS COMMUNITY DEVELOPMENT DISTRICT AMENDING AND RESTATING RESOLUTION NO. 2017-01, AUTHORIZING THE FILING OF A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT, PROVIDING FOR THE CORRECTED EXPANSION AREA ACREAGE; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Coco Palms Community Development District ("District") received a request from the landowner of an adjacent parcel, SF1 Palm Tree Farms, LLC, a Delaware limited liability company, that the landowner's parcel be annexed into the District; and

WHEREAS, the District Board of Supervisors ("Board") on April 19, 2017 determined that it is in the best interests of the District and its residents to expand the boundaries of the District by approximately 31.32 +/- acres and subsequently granted the request of the landowner; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District Board by adoption of Resolution No. 2017-01 authorized the boundary expansion of the District; and

WHEREAS, the District was notified that the acreage to be amended into the District was not 31.32 +/- acres, but was 24.96 +/- acres; and

WHEREAS, in light of the foregoing, the Board hereby determines to amend and restate Resolution No. 2017-01 by reducing the expansion area acreage to approximately 24.96 +/- acres.

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

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

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

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

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

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

SECTION 6. This Resolution shall take effect immediately upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 21st DAY OF JUNE,
2017.

ATTEST:

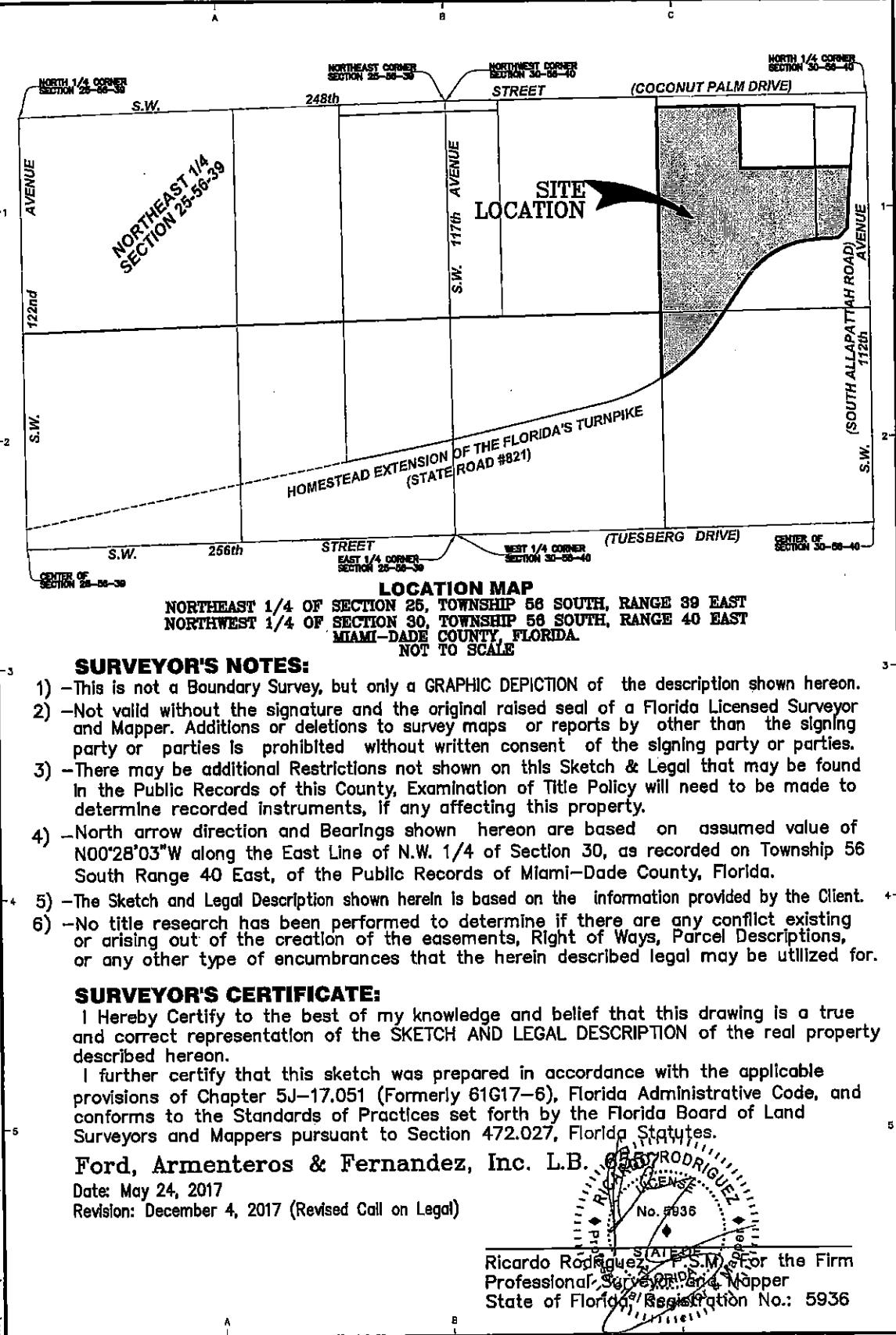
By: 
Secretary/Assistant Secretary

COCO PALMS COMMUNITY
DEVELOPMENT DISTRICT

By: 
Chairperson/Vice Chairperson

Exhibit "A"

(Expansion Area)



COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA



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

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION	
SKETCH NAME	LOCATION MAP AND SURVEYOR'S NOTES	
PREPARED FOR	LENNAR HOMES, LLC	
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	1 of 3 SHEETS
DRNG CHECKED BY:	SCALE: AS SHOWN	
CHECKED BY:	PROJECT No: 16A074-1000	

LEGAL DESCRIPTION

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last described line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.31 Square Feet or 24.96 Acres more or less.

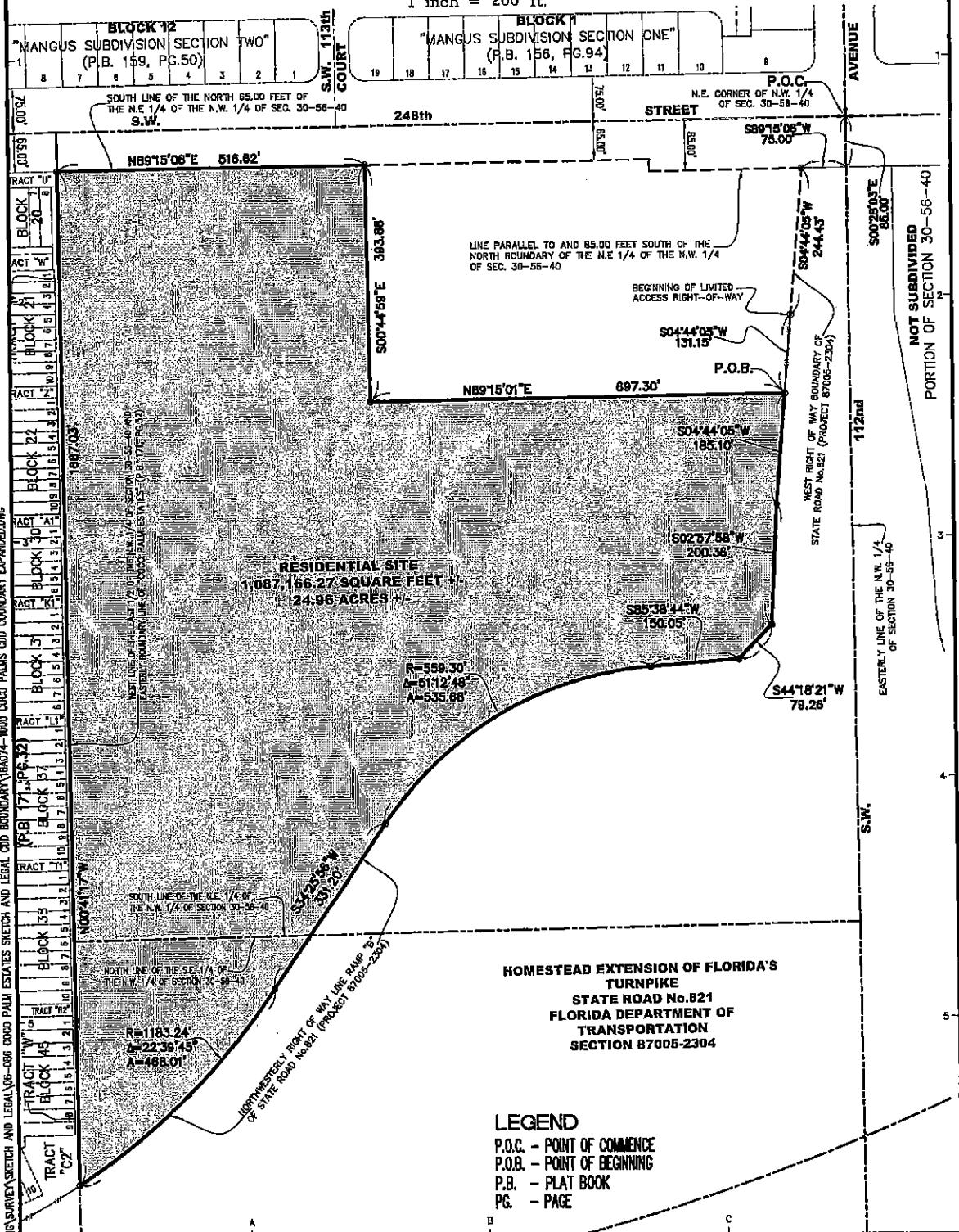


FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		
SHEET NAME: LEGAL DESCRIPTION TO ACCOMPANY GEOMETRICAL SKETCH		
PREPARED FOR: LENNAR HOMES, LLC		
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET:
SIG. CHECKED BY:	SCALE: N/A	2
CHECKED BY:	PROJECT No: 16A074-1000	
		OF 3 SHEETS

GRAPHIC SCALE

(IN FEET)



COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA



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

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
HEET NAME:	GEOMETRICAL SKETCH TO ACCOMPANY LEGAL DESCRIPTION		
PREPARED FOR:	LENNAR HOMES, LLC		
DRAWN BY:	JAERR,R.R.	DATE:	MAY 24, 2017
DRW. CHECKED BY:		SCALE:	AS SHOWN
CHECKED BY:		PROJECT No.:	16A074-1000
			3 OF 3 SHEETS

RESOLUTION NO. 2017-01

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

WHEREAS, Coco Palms Community Development District ("District") has received a request from the landowner of an adjacent parcel, SFI Palm Tree Farms, LLC, a Delaware limited liability company, that the landowner's parcel be annexed into the District; and

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

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District Board proposes to expand the District by approximately 31.32 +/- acres.

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

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

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

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

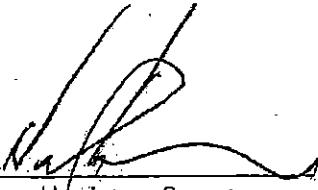
SECTION 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

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

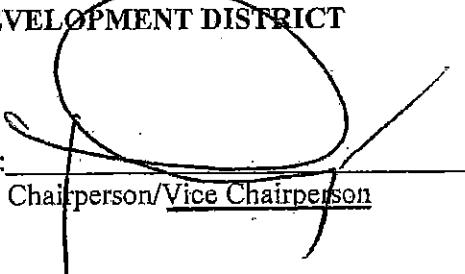
SECTION 6. This Resolution shall take effect upon adoption.

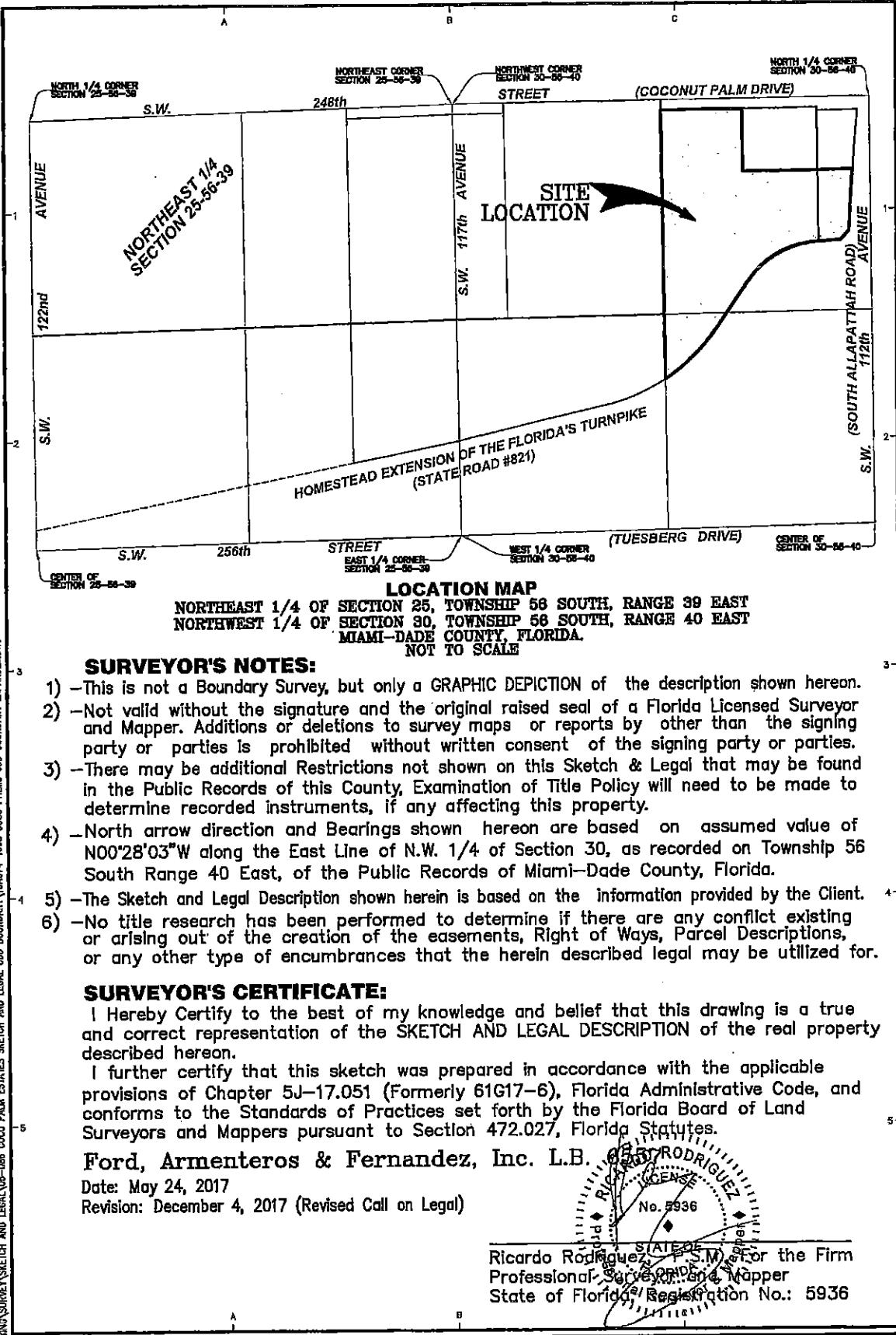
THIS RESOLUTION WAS PASSED AND ADOPTED THIS 19th DAY OF APRIL,
2017.

ATTEST:

By: 
Secretary/Assistant Secretary

COCO PALMS COMMUNITY
DEVELOPMENT DISTRICT

By: 
Chairperson/Vice Chairperson



COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA	
	FORD, ARMENTEROS & FERNANDEZ, INC. 1950 N.W. 94th AVENUE, 2nd FLOOR DORAL, FLORIDA 33172 PH. (305) 477-6472 FAX (305) 470-2805
TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION
SHEET NAME	LOCATION MAP AND SURVEYOR'S NOTES.
PREPARED FOR	LENNAR HOMES, LLC
DRAWN BY	JAER/R.R.
DRG. CHECKED BY	AS SHOWN
CHECKED BY	PROJECT NO. 16A074-1000
	SHEET 1 OF 3 SHEETS

LEGAL DESCRIPTION

A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last describe line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 1,087,166.31 Square Feet or 24.96 Acres more or less.

COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA



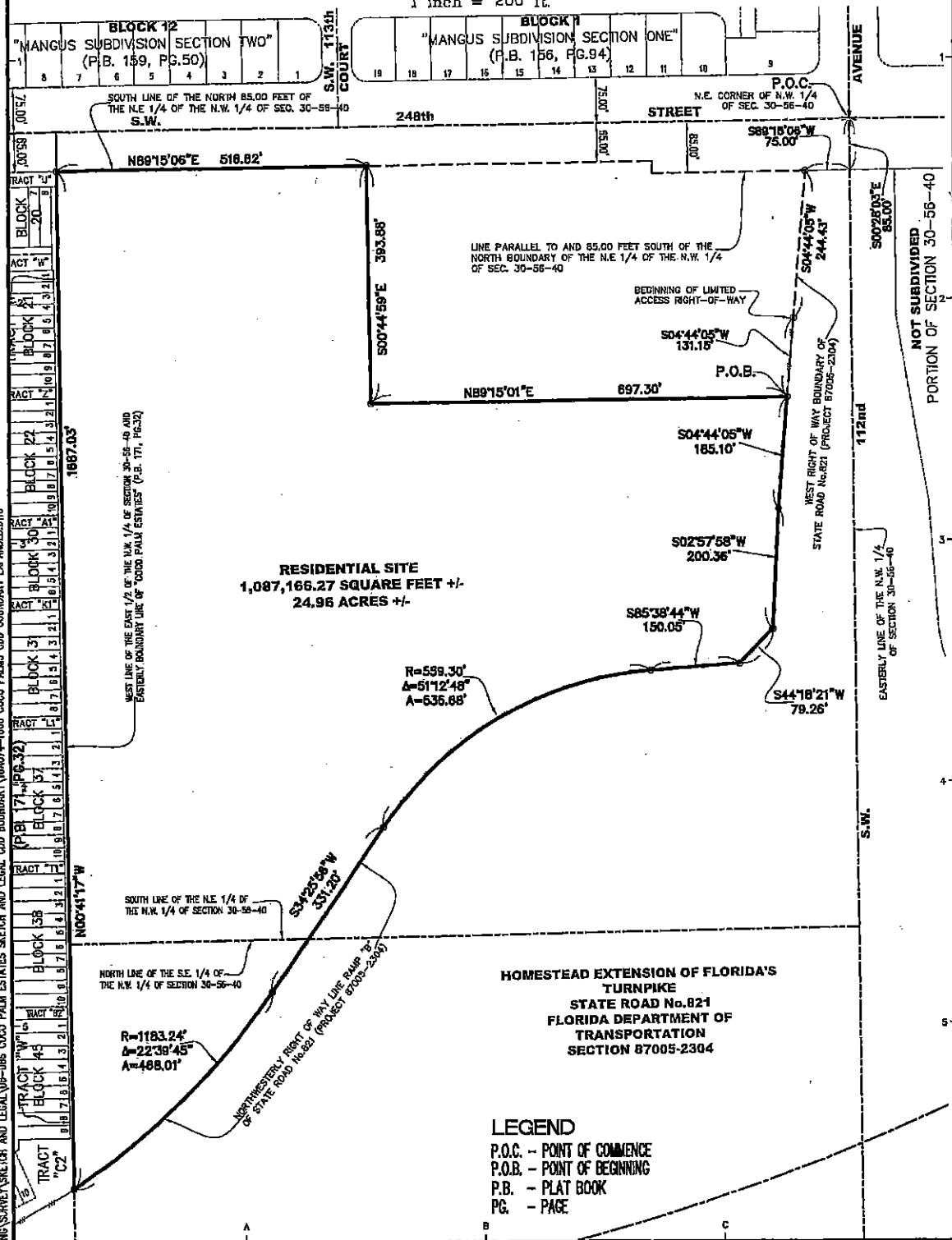
FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
DORAL, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME		LEGAL DESCRIPTION TO ACCOMPANY GEOMETRICAL SKETCH	
PREPARED FOR LENNAR HOMES, LLC			
DRAWN BY: JAER/R.R.	DATE: MAY 24, 2017	SHEET:	
DRAW CHECKED BY:	SCALE: N/A		
CHECKED BY:	PROJECT NO: 16A074-1000		
		2	of 3 SHEETS

GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



COCO PALM ESTATES CDD BOUNDARY EXPANSION AREA



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

"EXHIBIT 2 to the Ordinance"

Legal Description

PARCEL 50:

The West 1/2 of the West 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4, Less the North 35.00 feet thereof and subject to a dedication of the South 30.00 feet of the North 65.00 feet thereof for East Right-of-Way, Section 25, Township 56 South, Range 39 East.

AND

The S.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of Section 25, Township 56 South, Range 39 East, and that portion of the East 1/2 of the S.E. 1/4 of said N.E. 1/4 of Section 25, lying North of the Northerly Right-of-Way line of State Road 821, all lying and being in Miami-Dade County, Florida.

Also Known As

The West 1/2 of the West 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4, less the North 65.00 feet thereof; and the Southeast 1/4 of the Northeast 1/4 of the Northeast 1/4; and that portion of the East 1/2 of the Southeast 1/4 of the Northeast 1/4 lying North of the Right-of-Way line of State Road 821, all in Section 25, Township 56 South, Range 39 East, Miami-Dade County, Florida.

PARCEL 21 AND 22:

The East 3/4 of the N.W. 1/4 of the N.W. 1/4 of Section 30, Township 56 South, Range 40 East and that part of the S.W. 1/4 of the N.W. 1/4 of said Section 30, lying Northerly of State Road 821 as shown on the State D.O.T. Section 87005-2304 Sheet 10 of 15. all lying and being in Miami-Dade County, Florida.

PARCEL 23:

The West One-Half of the West One-half of the Northwest Quarter of the Northwest Quarter (W 1/2 of the W 1/2 of the N.W. 1/4 of the N.W. 1/4), of Section Thirty (30), Township Fifty-Six (56), South, Range (40) East, lying and being in Miami-Dade County, Florida, Less North 65 feet for Right-of-Way, as per D.B. 2053, Page 257.

PARCEL 46:

The East 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 less the North 65.00 feet for road Right-of-Way and less the South 132.00 feet and less the West 120.00 feet of Section 25, Township 56 South, Range 39 East, all lying and being in Miami-Dade County, Florida.

PARCEL 47:

The West 120.00 feet of the East 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4, less the North 65.00 feet for road and less the South 132.00 feet thereof, Section 25, Township 56 South, Range 39 East.

PARCEL 49:

The East 1/2 of the West 1/2 of the N.E. 1/4 of the N.E. 1/4 of the N.E. 1/4 of Section 25, Township 56 South, Range 39 East, less the North 65.00 feet thereof. All lying and being in Miami-Dade County, Florida.

PARCEL 127:

The South 132.00 feet of the East 1/2 of the Northeast 1/4 of the Northeast 1/4 of the Northeast 1/4 of Section 25, Township 56 South, Range 39 East, lying and being in Miami-Dade County, Florida.

TOGETHER WITH:

RESIDENTIAL PARCEL:

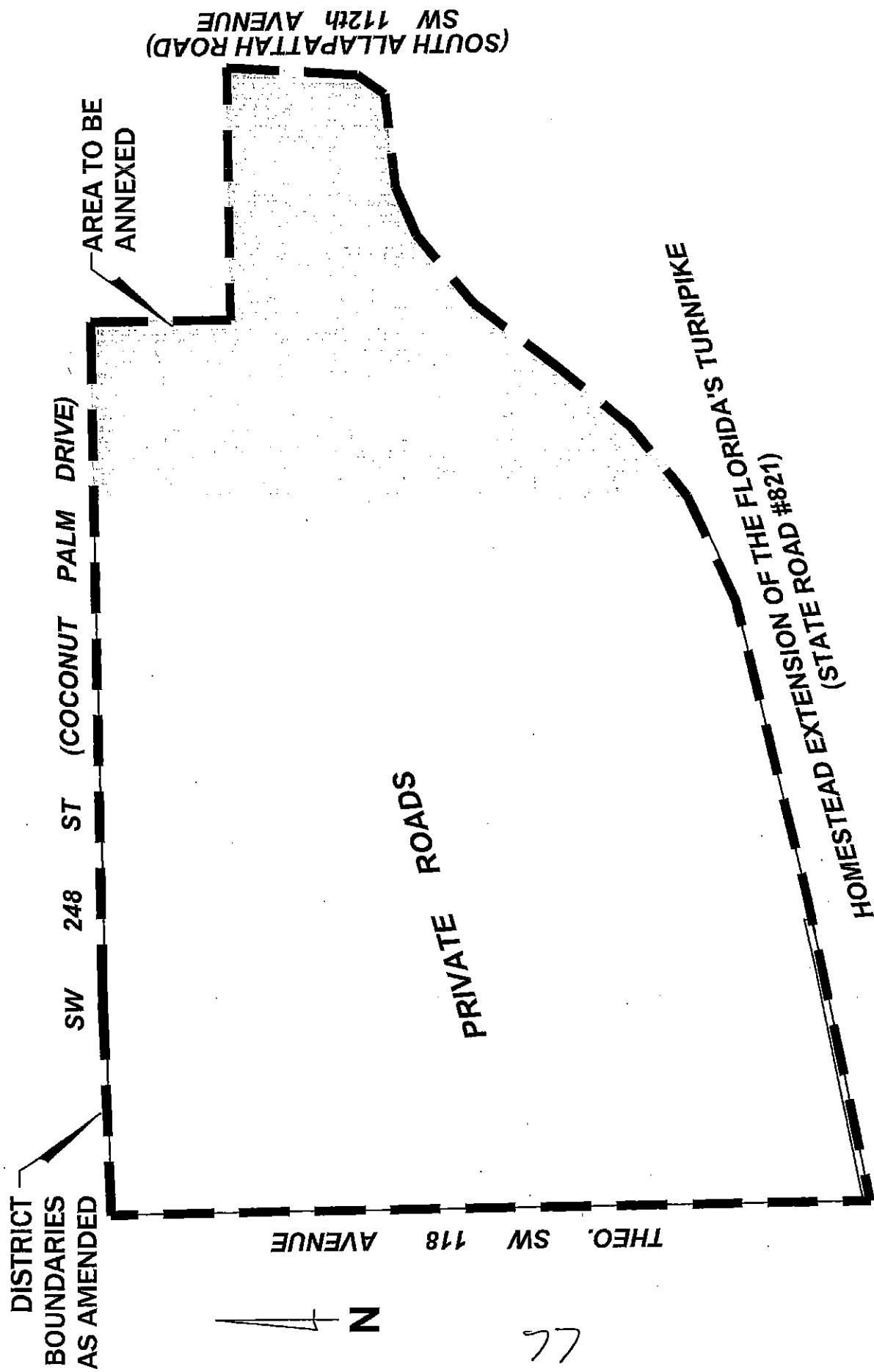
A portion of the East 1/2 of the Northwest 1/4 of Section 30, Township 56 South, range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest 1/4 of said Section 30; thence S00°28'03"E, along the East line of the Northwest 1/4 of said Section 30 for a distance of 85.00 feet; thence S89°15'06"W, along the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET) for a distance of 75.00 feet to the point of intersection with the West Right-Of-Way boundary of State Road no. 821, Section 87005-2304; the next Nine (9) courses and distance being along the boundary lines of said State Road no. 821; 1) thence S04°44'05"W for a distance of 244.43 feet to a point, said point being the beginning of limited access Right-of-Way boundary of said State Road no. 821; 2) thence continue S04°44'05"W for a distance of 131.15 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; 3) thence continue S04°44'05"W for a distance of 185.10 feet; 4) thence S02°57'58"W for a distance of 200.36 feet; 5) thence S44°18'21"W for a distance of 79.26 feet; 6) thence S85°38'44"W for a distance of 150.05 feet to a point of curvature of a circular curve to the left, concave to the Southeast; 7) thence Southwesterly, along the arc of said curve, having for its elements a radius of 599.30 feet, through a central angle of 51°12'48" for an arc distance of 535.68 feet to a point of tangency; 8) thence S34°25'56"W for a distance of 331.20 feet to a point of curvature of a circular curve to the right, concave to the Northwest; 9) thence Southwesterly, along the arc of said curve, having for its elements a radius of 1183.24 feet, through a central angle of 22°39'45" for an arc distance of 468.01 feet to a point of non-tangency, said point also being the intersection with the West line of the East 1/2 of the Northwest 1/4 of said Section 30 and the Westerly boundary line of "COCO PALM ESTATES", according to the Plat thereof as recorded in Plat Book 171, Page 32 of the Public Records of Miami-Dade County Florida; thence N00°41'17"W, along the last describe line for a distance of 1687.03 feet to its intersection with a line 65.00 feet South and parallel with the North line of the Northeast 1/4 of the Northwest 1/4 of said section 30, said line also being the existing Southerly Right-Of-Way boundary of Coconut Palm Drive (S.W. 248TH STREET); thence N89°15'06"E along the last described line for a distance of 516.62 feet; thence S00°44'59"E for a distance of 393.88 feet; thence N89°15'01"E for a distance of 697.30 feet to the POINT OF BEGINNING.

The above described parcel contains 5,069,788.21 Square Feet or 116.39 Acres more or less.

"EXHIBIT 3 to the Ordinance"

District Boundaries and Geographical Location Sketch



COCO PALM ESTATES EXPANSION

COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0008)
SECTIONS: 25-56-39 & 30-56-40

— EXHIBIT 3 TO THE ORDINANCE

Memorandum MIAMI DADE COUNTY

Date: February 14, 2018

To: Christopher Agrippa, Division Chief
Office of the Clerk of the Board
Attn: Shania Momplaisir

Nadine M. Blake for

From: Michael R. Bauman., Chief
Special Taxing Districts Division
Parks, Recreation and Open Spaces Department

Subject: Coco Palms Community Development District –
Amendment

The attached petition was submitted by the Board of Supervisors of the Coco Palms Community Development District (CDD) for the amendment of the CDD and has been reviewed and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Florida State Statute Chapter 190 and Miami-Dade County Policy.

The filing date of record is February 14, 2018.

Attachment

c: Michael Mastrucci
Assistant County Attorney