

Post-It® Fax Note	7671	Date	10/17/06	# of pages	54
To	Francis J. Ware	From	Delsheena Dunkley		
Co./Dept.		Co.	Clerk of the Board		
Phone #		Phone #	(305) 375-1294		
Fax #	(560) 630-4923	Fax #			

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

Memorandum

MIAMI-DADE
 COUNTY

Date: September 12, 2006

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

Agenda Item No. 5(A)

From: George M. Burgess
 County Manager

Subject: Ordinance Creating the Fontainebleau Lakes Community Development District
 (Commission District No. 10)

O#06-135

RECOMMENDATION

It is recommended that the Board adopt the attached Ordinance creating the Fontainebleau Lakes Community Development District (CDD) in unincorporated Miami-Dade County, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD.

BACKGROUND

Fontainebleau Lakes, L.L.C., owner of the Fontainebleau Lakes Development (Fontainebleau Lakes), has filed an application to create the Fontainebleau Lakes CDD in connection with said development. Fontainebleau Lakes is a proposed 272.12 acre residential development lying wholly within unincorporated Miami-Dade County, in the area bounded by theoretical NW 87 Place on the east, theoretical NW 105 Avenue on the west, West Flagler Street on the south and State Road No. 836 right-of-way on the north. The CDD is designed to provide a financing mechanism for community infrastructure, services and facilities, along with certain ongoing operations and maintenance for the Fontainebleau Lakes Development. The development plan for the lands within the proposed CDD includes construction of a maximum 1,440 condominium and 450 courtyard/townhouse units with associated roadway, storm drainage and water and sewer facilities estimated to cost approximately \$20 Million. Approval of this CDD does not constitute a development order. A detailed summary of CDD elements, as well as their cost and anticipated lack of fiscal impacts to government agencies, is presented in the attached application submitted by Fontainebleau Lakes, L.L.C. In accordance with Florida Statute 190, Fontainebleau Lakes, L.L.C. has paid a filing fee of \$15,000 to the County.

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

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

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

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

FISCAL IMPACT

The creation of the Fontainebleau Lakes Community Development District will have no fiscal impact to Miami-Dade County.


Assistant County Manager


Date



MEMORANDUM

(Revised)

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

DATE: September 26, 2006

FROM: Murray A. Greenberg
County Attorney

SUBJECT: Agenda Item No. 5(A)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(A)

09-26-06

ORDINANCE NO 06-135

ORDINANCE GRANTING PETITION OF FONTAINBLEAU LAKES, L.L.C., A FLORIDA CORPORATION ("FONTAINBLEAU LAKES" OR "PETITIONER") FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"); PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County 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, Fontainbleau Lakes, L.L.C., a Florida Corporation ("Fontainbleau Lakes" or "Petitioner") has petitioned for the establishment of the Fontainbleau Lakes Community Development District (the "District"); and

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 2. The Petition to establish the Fontainebleau Lakes Community Development District over the real property described in Exhibit A attached hereto, which was filed by Fontainebleau Lakes, L.L.C., a Florida Corporation, on December 9, 2005, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein (Exhibit B).

Section 3. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C.

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

Masoud Shojaee

David Flinn

Orestes Lopez-Recio

Marta Cruz

Maria Donoso

Section 5. The name of the District shall be the "Fontainebleau Lakes Community Development District."

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

Section 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Fontainebleau Lakes Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

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

Section 9. The Miami-Dade County Board of County Commissioners hereby grants to the Fontainebleau Lakes Community Development District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2)(a)(d) and (f), (except for powers

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

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

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

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

Section 13. Notwithstanding any power granted to the Fontainebleau Lakes Community Development District pursuant to this Ordinance, the District may exercise the power of eminent

domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the Fontainebleau Lakes Community Development District, in connection with the petition submitted by Fontainebleau Lakes, L.L.C., and approved herein.

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

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

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

PASSED AND ADOPTED: September 26, 2006

Approved by County Attorney as
to form and legal sufficiency:



Prepared by:



Gerald T. Heffernan

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EXHIBIT A

**LEGAL DESCRIPTION
FONTAINEBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**

LEGAL DESCRIPTION:

TRACTS 1, 2, 3, 4 AND 7, "FONTAINEBLEAU PARK SUBDIVISION SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 80, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY

TOGETHER WITH:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 34 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 34 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89°58'30" EAST, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 99.08 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREMIAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 89°58'50" EAST ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 33.35 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" "BLUE FONTAINE TRACT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 78, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 08°57'20" WEST, ALONG THE WEST LINE OF TRACT "F" FOR A DISTANCE OF 7.93 FEET TO A POINT; THENCE RUN SOUTH 02°08'50" EAST, ALONG SAID WEST LINE OF TRACT "F" FOR A DISTANCE OF 58.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "F" (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINEBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 28, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 89°42'20" WEST, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN NORTH 02°08'50" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 68.59 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING), SAID PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 33 AND 34 SOUTH, RANGE 40 EAST, AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4; THENCE SOUTH 89°58'36" WEST 1490.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°53'09" EAST 1035.40 FEET; THENCE NORTH 87°00'00" WEST 180.03 FEET; THENCE SOUTH 01°53'09" WEST 1043.68 FEET; THENCE SOUTH 89°58'20" EAST 160.09 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

TRACTS F & G, BEING ALL OF "FONTAINEBLEAU PARK WEST SECTION THREE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

EXHIBIT B

PETITION FOR ORDINANCE

FOR

**FONTAINBLEAU LAKES
Community Development District**

DECEMBER 9, 2005

Prepared by

Special District Services, Inc.
11000 Prosperity Farms Road, Suite 104
Palm Beach Gardens, Florida 33410

561-630-4922 – Tele
877-737-4922 – Toll Free
561-630-4923 – Fax

Petition

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IN RE: AN ORDINANCE TO ESTABLISH)
THE FONTAINBLEAU LAKES)
COMMUNITY DEVELOPMENT DISTRICT)

PETITION

Petitioner, Fontainbleau Lakes, LLC ("Petitioner"), hereby petitions the Miami-Dade County Commission to establish a Community Development District ("District") with respect to the land described herein and in support of the Petition, Petitioner states:

1. The proposed District is located within the unincorporated area of Miami-Dade County in District 10. Exhibit 1 depicts the general location of the project. The proposed District covers approximately 272.12 acres of land. The legal description of the external boundaries of the District is set forth in Exhibit 2. The real property within the external boundaries of the proposed District, which is to be excluded from the District, is set forth in Exhibit 9.
2. Attached to this Petition as Exhibit 3 and made a part hereof is the written consent to the establishment of the District by the owner of 100% of the real property to be included in the District.
3. The five persons designated to serve as initial members of the Board of Supervisors of the proposed District are as follows:
 - Masoud Shojee 7111 Lago Drive East, Coral Gables FL 33143
 - David Flinn 1717 Bayshore Drive, #1231, Miami, FL 33132
 - Orestes Lopez-Recio 5895 S.W. 32nd Street, Miami, FL 33155
 - Marta Cruz 13615 S.W. 19th Street, Miami, FL 33186
 - Maria Donoso 15200 SW 51 Street, Miami, FL 33027
4. The proposed name of the District to be established is Fontainbleau Lakes Community Development District ("FBLCDD").
5. There are no existing major trunk water mains, sewer interceptors or outfalls currently existing on the site.
6. The proposed timetable for the construction of District services is shown on Exhibit 4A and the estimated cost of constructing the services, based on available data, is shown on Exhibit 4B. These are good faith estimates but are not binding on the Petitioner or the District and are subject to change.
7. Petitioner is in the process of developing the project as a residential community. The proposed uses for the land within the District are **1440 midrise condominium apartments, 238 Courtyard units and 212 townhouses units.**

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The proposed uses for the land included within the proposed District are in compliance with Miami-Dade County Future Land Use Element. The County Master Plan and Future Land Use Element designate the land contained within the proposed District for low to medium density residential. The future general distribution, location and extent of public and private uses of land proposed for the area within the District are shown on Exhibit 5.

8. Exhibit 6 is a Statement of Estimated Regulatory Costs prepared in accordance with the requirements of Section 120.541, Florida Statutes.
9. Exhibit 7 is the proposed boundaries of the Community Development District.
10. Exhibit 8 consists of the resumes of the proposed Supervisors.
11. Petitioner hereby requests that the proposed district be granted the right to exercise all powers provided for in Sections 190.012(1), 2(a) and 2(d), Florida Statutes, as amended.
12. The Petitioner is Fontainebleau Lakes, LLC, whose address is 5835 Blue Lagoon Drive, 4th Floor, Miami, Florida 33126.
13. The property within the proposed District is amenable to operating as an independent special district for the following reasons:
 - a. Establishment of the District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective Miami-Dade County Comprehensive Development Master Plan, as amended.
 - b. The area of land within the proposed District is part of a unified plan of development for which a development plan has been approved by Miami-Dade County. The land encompassing the proposed District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.
 - c. The community development facilities the District proposes to finance will be compatible with the capacity and use of existing local and regional community development services and facilities.
 - d. The proposed District will be the best alternative available for delivering community infrastructure to the area to be served because the District provides a governmental entity for delivering the infrastructure in a manner that does not financially impact persons residing outside the District.

WHEREFORE, Petitioner respectfully requests the Miami-Dade County Commission to:

1. Hold a public hearing as required by Section 190.005(2) (b), Florida Statutes to consider the establishment of the Fontainebleau Lakes Community Development District and;
2. Adopt an ordinance pursuant to Chapter 190, Florida Statutes, granting this Petition and establishing the Fontainebleau Lakes Community Development District.

Respectfully submitted this 30th day of Nov, 2005.

FONTAINEBLEAU LAKES, LLC

By: **MASOUD SHOJAEI**, President
5835 Blue Lagoon Drive, 4th Floor
Miami, FL 33126

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EXHIBIT 3

**AFFIDAVIT OF OWNERSHIP AND CONSENT
TO THE CREATION OF THE
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

On this 30th day of November 2005, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Masoud Shojaee, who, after being duly sworn, deposes and says:

1. Affiant Masoud Shojaee, an individual, is the President of Fontainbleau Lakes, LLC;
2. Fontainbleau Lakes, LLC is the owner of the following described property, to wit:

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

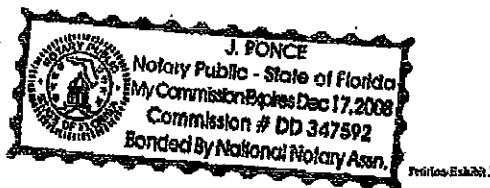
3. Affiant, Masoud Shojaee, hereby represents that he has full authority to execute all documents and instruments on behalf of the Limited Liability Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to enact an ordinance to establish the Fontainbleau Lakes Community Development District (the "Proposed CDD").
4. The property represents all of the real property to be included in the Proposed CDD.
5. Affiant, Masoud Shojaee on behalf of Fontainbleau Lakes, LLC the sole owner of the property in the capacity described above, hereby consents to the establishment of the proposed CDD.

FURTHER, AFFIANT SAYETH NOT.

MASOUD SHOJAE

Subscribed and sworn to before me this 30th day of November, 2005, by Masoud Shojaee who personally appeared before me, and is personally known.

Notary: J. Ponce
Print Name: J. PONCE
Notary Public, State of Florida



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EXHIBIT A

**LEGAL DESCRIPTION
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT**

LEGAL DESCRIPTION:

TRACTS 1, 2, 3, 4 AND 7, "FONTAINBLEAU PARK SUBDIVISION SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY

TOGETHER WITH:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89°58'50" EAST, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 95.06 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 89°58'50" EAST ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.55 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" "BLUE FONTAINE TRACT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 08°57'20" WEST, ALONG THE WEST LINE OF TRACT "F" FOR A DISTANCE OF 7.83 FEET TO A POINT; THENCE RUN SOUTH 02°08'50" EAST, ALONG SAID WEST LINE OF TRACT "F" FOR A DISTANCE OF 58.87 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "F" (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, AT PAGE 28, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 89°42'20" WEST, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN NORTH 02°08'50" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 88.59 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING); SAID PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 53 AND 54 SOUTH, RANGE 40 EAST, AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4; THENCE SOUTH 89°58'38" WEST 1490.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°33'09" EAST 1035.40 FEET; THENCE NORTH 07°00'00" WEST 160.63 FEET; THENCE SOUTH 01°53'09" WEST 1043.88 FEET; THENCE SOUTH 89°58'20" EAST 160.09 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION:

TRACTS F & G, BEING ALL OF "FONTAINBLEAU PARK WEST SECTION THREE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

SAID LANDS SITUATE, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA.

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Petition-Exhibit 1

EXHIBIT 4B
CONSTRUCTION COSTS ESTIMATES
FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

WATER AND SEWER	\$ 4,000,000
STORMWATER MANAGEMENT	\$ 10,000,000
ROADWAYS	\$ 6,000,000
TOTAL ESTIMATED PROJECT COSTS	\$ 20,000,000

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Petition-Exhibit 4B

EXHIBIT 6

**FONTAINBLEAU LAKES
COMMUNITY DEVELOPMENT DISTRICT**

Statement of Estimated Regulatory Costs

DECEMBER 9, 2005

Prepared by

Special District Services, Inc.
11000 Prosperity Farms Road, Suite 104
Palm Beach Gardens, Florida 33410

(561) 630-4922-Tele
(877) 737-4922-Toll Free
(561) 630-4923-Fax

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Petition-Exhibit 6

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Fontainebleau Lakes Community Development District ("District"). The District comprises approximately 272.12 acres of land located in the unincorporated area of Miami-Dade Florida. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), F.S. (governing District establishment) as follows:

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

1.2 Overview of Fontainebleau Lakes Community Development District

The District is designed to provide district infrastructure, services, and facilities along with their operations and maintenance to a master planned residential development containing 1890 units within the boundaries of the District.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S. (1997), defines the elements a statement of estimated regulatory costs must contain:

(a) 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.

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

(c) 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 ordinance. 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.

(d) An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S. Miami-Dade County is not defined as a small County for purposes of this requirement.

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

(f) 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 ordinance.

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

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

The Fontainebleau Lakes Community Development District serves land that comprises a 272.12 acre residential development to be made up of an estimated 1890 residential units. The estimated population of the residential portion of the District is 2835 +/-. The property owners in the District will be individuals, families and companies that may own and operate retail and non-retail related businesses within and outside the boundaries of the District.

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

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

3.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

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

State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed establishment of the District. The District as established on the proposed land, will encompass under 1,000 acres, therefore, Miami-Dade County is the establishing entity under 190.005(2), F.S. The modest costs to various State entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing

of various reports that the 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. Additionally, pursuant to section 189.412, F.S., the District must pay an annual fee to the State of Florida Department of Community Affairs which offsets such costs.

Miami-Dade County

There will be only modest costs to the County for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, the County already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Finally, the County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to establish a community development district.

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

3.2 Impact on State and Local Revenues

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

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

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

Table 1 provides an outline of the various facilities and services the proposed District may provide.

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Table 1

FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities and Services

FACILITY	FUNDED BY	O&M BY	OWNERSHIP BY
Water and Sewer System	CDD	WASA	WASA
Stormwater Management	CDD	CDD	CDD
Roadways	CDD	County	County
Lift Station and Force Main	CDD	CDD	CDD

The petitioner has estimated the costs for providing the capital facilities outlined in Table 1. The cost estimates are shown in Table 2 below. Total costs for those facilities, which may be provided, are estimated to be approximately \$20,000,000. The District may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non ad valorem special assessments levied on all properties in the District that may benefit from the District's infrastructure 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 special 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, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non ad valorem special assessments by various names and user fees as a tradeoff for the 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 assessments. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County provision, or through developer equity and/or bank loans.

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

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

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This

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

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

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

Table 2

**FONTAINBLEAU LAKESCOMMUNITY DEVELOPMENT DISTRICT
Cost Estimate for District Facilities**

Category	Cost Estimates
Water & Sewer	\$ 4,000,000
Stormwater Management	\$10,000,000
Roadways	\$ 6,000,000
TOTALS	\$ 20,000,000

Table 3

FONTAINBLEAU LAKESCOMMUNITY DEVELOPMENT DISTRICT

Estimated Construction Timetable For District Facilities

Category	Completion Date
Water & Sewer	January 2008
Stormwater Management	January 2008
Roadways	January 2008

5.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

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There will be no impact on small businesses because of the establishment of the District. The Miami-Dade County has an estimated population in 2005 that is greater than 10,000; therefore the County is not defined as a "small" County according to Section 120.52, F.S., and there will accordingly be no impact on a small County because of the formation of the District.

6.0 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 Petitioner's Engineer and other professionals associated with the Petitioner.

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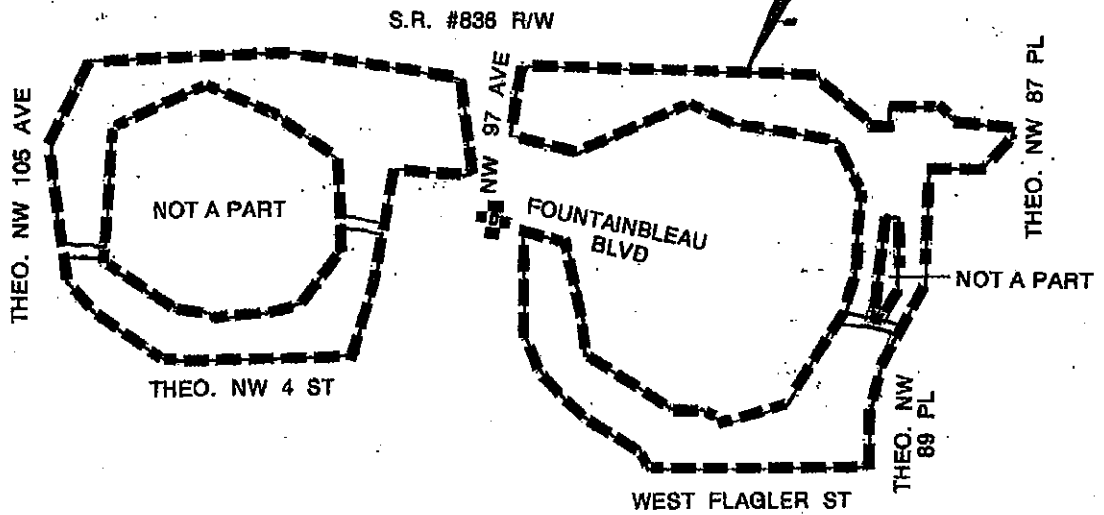
**APPENDIX A
LIST OF REPORTING REQUIREMENTS**

REPORT	FL. STATUTE CITATION	DUE DATE
Annual Financial Audit	11.45	within 45 days of audit completion, but no later than 12 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 12 months after end of fiscal year, if no audit required, by 4/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial	112.3145	within 30 days of accepting interest the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.415	within one year of special district's creation; then annual notice of any changes; and updated report every 5 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.417	quarterly, semiannually, or annually
Bond Report	218.38	when issued
Registered Agent	189.416	within 30 days after first meeting of governing board
Proposed Budget	189.418	prior to end of current fiscal year
Public Depositor Report	280.17	annually by 11/30

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DISTRICT BOUNDARIES



FOUNTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT



(COMM. 010)
SECTIONS: 4-54-40 & 5-54-40
& GOVT. LOT 4 BETWEEN
T:53, R:40 & T:54, R:40

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EXHIBIT "C"

RESUMÉ

Masoud Shojaee
515 Casuarina Concourse
Coral Gables, Florida 33143

Professional:

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

Licensed General Contractor

Licensed Real Estate Broker

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

Manager of various LLC's.

Education:

University of Miami, BSEE, 1983, MSBE, 1985

Personal:

Born, Teheran, Iran, naturalized US Citizen

Married, two children

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RESUMÉ

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

PROFESSIONAL:

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

Financial Consultant to various foreign corporations, 1976 to present.

EDUCATION

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

PERSONAL

Divorced, two daughters.

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

(305) 360-2836, Fax
(788) 437-6655.
Olopezz@shomahomes.com

Orestes Lopez-Recio

Experience

Present - 2004 Shoma Development Miami, Fl
Architect

- Responsible for Architectural-Construction coordination.
- All residential and multi-use developments in Miami-Dade, Broward and Palm Beach Counties.

2000-2003 Pasouat, Perez, Kiliddjian Miami, Fl
Project Architect

- Responsible for Supervision and Coordination of Construction Documents for all projects relating to Century Home Builders
- Responsible for residential projects such as Century Parc, Kendall Breeze, Century Estates and Century at Doral. Approximately 2,500 Units

1995-1999 Orestes Lopez-Recio Architect Miami, Fl
Principal

- Owner of Design-Build Firm with experience in both Residential and Commercial Projects, including Custom homes and Flex Office Space.

1985-1994 SRP Inc. Miami, Fl
Principal/Qualifier

- Design-Build Firm specializing in Commercial Design and Construction
- Retail Consultants for Philips International of New York.
- Gross Construction Cost for Projects in this period approximately \$120,000,000.00

1982-1984 Cano, Sololongo Architects Miami, Fl
Project Architect

- Responsible for Supervision and Coordination of Construction Documents for various Residential Developments in Miami-Dade and Broward Counties

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1979-1981 GRV Design Group Miami, Fl

Project Manager

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

1976-1978 Jorge F. Miro Architect Miami, Fl

Designer

- Responsible for Design of Residential and Commercial Projects.

Education

1974-1979 University of Miami Miami, Fl

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

Licenses

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

Marta A. Cruz
13615 S. W. 119th Street
Miami, Florida 33186
Tel. (786) 303-4511
E-mail: martacruz04@bellsouth.net

Summary of Qualifications

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

Experience

Shoma Development Corp. – August 1989 – Present

VP Construction Planning Division: In charge of purchasing, contracts with vendors/subcontractors. Responsible for the coordination with Architects and Engineers on design, development and construction drawings/documents of all new projects. Also in charge of the coordination with Attorneys and surveyors of all condo documents, HOA documents, condo conversions, Fannie Mae approvals and LOMR letters.

Office Manager: The general management and supervision of main office and sales office. Also in charge of budgets, bank draws, account payables and closings.

S & A Developers – February 1986 – August 1989

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

A & F Developers – June 1985 – February 1986

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

Construction Professionals, Inc. – June 1980 – November 1984

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

FAC Planning and Design – June 1977 – June 1980

Draftsperson: Preparation and coordination of Architectural drawings.

Education

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

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

Professional Registration

Building Contractor – State of Florida – 1986

References

Available upon request.

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MARIA P. DONOSO

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

(954) 442-9291
Work: (305) 336-3115
E-mail: Mdonoso001@gmail.com

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

EDUCATION

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

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

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

HONORS AND ACTIVITIES

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

EXPERIENCE

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

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

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

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

SKILLS AND ABILITIES

Communication and Interpersonal

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

Computer

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

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

DECLARATION OF RESTRICTIVE COVENANTS

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

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Fontainebleau Lakes Community Development District (the "District") filed November 30, 2005, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

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

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

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

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

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

1. COVENANTS.

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

1.2 CDD and Purchase Contract Notices.

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

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

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

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

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

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

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

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

PURCHASER'S INITIALS: _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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

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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

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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:

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FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE FONTAINBLEAU LAKES 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 FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN FONTAINBLEAU LAKES. A PURCHASER OF PROPERTY IN FONTAINBLEAU LAKES 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 FONTAINBLEAU LAKES 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 FONTAINBLEAU LAKES COMMUNITY DEVELOPMENT DISTRICT AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC. TOLL FREE PHONE (877) 737-4922.

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

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

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

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

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

2. BENEFITS AND ENFORCEMENT.

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

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

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

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

3. COVENANT RUNNING WITH THE LAND.

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

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

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

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

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

6. ELECTION OF REMEDIES.

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

7. SEVERABILITY.

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

8. ACCEPTANCE OF DECLARATION.

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

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

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 1st day of August, 2006.

OWNER:
FONTAINBLEAU LAKES, LLC, a Florida
limited liability company

By: _____
Name: Masoud Shojaee
Title: President

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

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by Masoud Shojaee, the President of Fontainbleau Lakes, LLC this 1 day of August, 2006 who is personally known to me or who produced _____ as identification.

Notary Public, State of Florida at Large
Print Name: Maribel Mendoza
My commission expires: _____



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Exhibit A
LEGAL DESCRIPTION

TRACTS 1, 2, 3, 4 AND 7, "FONTAINEBLEAU PARK SUBDIVISION SECTION ONE", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 56, OF THE PUBLIC RECORDS OF DADE COUNTY

TOGETHER WITH:

A PORTION OF THE NORTHWEST 1/4 OF SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST, MIAMI-DADE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 4, TOWNSHIP 54 SOUTH, RANGE 40 EAST; THENCE RUN NORTH 89°58'50" EAST, ALONG THE NORTH LINE OF SAID SECTION 4 (ALSO BEING THE SOUTH LINE OF GOVERNMENT LOT 1) FOR A DISTANCE OF 95.06 FEET TO THE POINT OF BEGINNING OF PARCEL OF LAND HEREINAFTER TO BE DESCRIBED; THENCE CONTINUE NORTH 89°58'50" EAST ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 36.55 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF TRACT "F" "BLUE FONTAINE TRACT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 76, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 08°57'20" WEST, ALONG THE WEST LINE OF TRACT "F" FOR A DISTANCE OF 7.93 FEET TO A POINT; THENCE RUN SOUTH 02°06'50" EAST, ALONG SAID WEST LINE OF TRACT "F" FOR A DISTANCE OF 58.88 FEET TO THE SOUTHWEST CORNER OF SAID TRACT "F" (SAID POINT ALSO BEING A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF FONTAINEBLEAU BOULEVARD AS SHOWN ON PLAT OF "FONTAINEBLEAU BOULEVARD PARK AND PARK BOULEVARD", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 90, AT PAGE 28, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN SOUTH 89°42'20" WEST, ALONG LAST DESCRIBED COURSE FOR A DISTANCE OF 35.02 FEET TO A POINT OF INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE FOR CANAL AS SHOWN ON PLAT OF "BLUE FONTAINE REPLAT", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 140, AT PAGE 2, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; THENCE RUN NORTH 02°06'50" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID CANAL FOR A DISTANCE OF 66.89 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID SECTION 4 (SAID POINT ALSO BEING THE POINT OF BEGINNING). SAID PARCEL OF LAND LYING AND BEING SITUATED IN MIAMI-DADE COUNTY, FLORIDA.

TOGETHER WITH:

A PORTION OF GOVERNMENT LOT 4 BETWEEN TOWNSHIP 53 AND 54 SOUTH, RANGE 40 EAST, AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF GOVERNMENT LOT 4; THENCE SOUTH 89°58'36" WEST 1490.13 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°53'09" EAST 1035.40 FEET; THENCE NORTH 87°00'00" WEST 160.03 FEET; THENCE SOUTH 01°53'09" WEST 1043.86 FEET; THENCE SOUTH 89°58'20" EAST 160.09 FEET TO THE POINT OF BEGINNING.

AND

TRACTS F & G, BEING ALL OF "FONTAINEBLEAU PARK WEST SECTION THREE" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 103, AT PAGE 96 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

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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)
Midrise - Small	\$1150	\$53	\$1203
Midrise - Large	\$1250	\$53	\$1303
Courtyards	\$1350	\$53	\$1403
Townhomes	\$1500	\$53	\$1553

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)
Midrise - Small	\$4	\$0	\$96
Midrise - Large	\$4	\$0	\$104
Courtyards	\$4	\$0	\$113
Townhomes	\$4	\$0	\$125

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)
Midrise - Small	\$16,713	\$34,449
Midrise - Large	\$18,166	\$37,498
Courtyards	\$19,621	\$40,500
Townhomes	\$21,801	\$45,000

PURCHASERS INITIALS

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

PURCHASER'S INITIALS

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

PURCHASER'S INITIALS

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

PURCHASER'S INITIALS

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

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately See Exhibit B, 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

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Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds 30 Years is approximately SEE CHART ABOVE.

____ PURCHASER'S INITIALS

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

____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$53 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:

PURCHASER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

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