

**IN THE CIRCUIT COURT OF THE FIFTEENTH JUDICIAL CIRCUIT  
IN AND FOR PALM BEACH COUNTY**

CRYSTAL PLACONA & THOMAS PLACONA;  
DORIS AGUDELO & JAIRO NAVARRETE,  
PAXTON V. BOYD & SAMANTHA A. BOYD;  
CARLOS F. PAREJA & MARIA YULEE-  
PAREJA; EVELYN VERASTEGUI-PADILLA &  
JOSEPH PADILLA; FLAVIO A. COSTA  
CANCADO; ERIC OVADIA,

Plaintiffs,

v.

WILLIAMS ISLAND VENTURES, LLC, a  
foreign limited liability company; ENCORE  
HOME BUILDERS, the exact form of which is  
unknown; WILLIAMS ISLAND MEMBER, LLC,  
a foreign limited liability company; WI 825  
PARTNERS, LLC, a Florida limited liability  
company; ENCORE HOUSING OPPORTUNITY  
FUND, LP, a foreign limited partnership; ENCORE  
CAPITAL MANAGEMENT, LLC, a foreign  
limited liability company; ENCORE HOUSING  
OPPORTUNITY FUND INVESTMENT  
MANAGER, LLC, a foreign limited liability  
company; ENCORE HOUSING OPPORTUNITY  
FUND GENERAL PARTNER, LLC, a foreign  
limited liability company; AJF HOLDINGS, LLC,  
a Florida limited liability company; AF ENCORE  
MANAGEMENT, LLC, a Florida limited liability  
company; ARTHUR J. FALCONE, individually;  
NEIL EISNER, individually; ANTHONY AVILA,  
individually; RICHARD FEATHER, individually;  
LAUREN ARCARO, individually,

Defendants.

**CIRCUIT CIVIL DIVISION**

**CASE NO.:**

**50-2019-CA-015370-XXXX-MB**

**DIV: AK**

**FIRST AMENDED COMPLAINT**

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Plaintiffs bring this Complaint for damages and equitable relief and demand a jury trial against the defendants, based on information, belief, and the investigation of counsel.

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## **PRELIMINARY STATEMENT**

1. Plaintiffs bring this action arising out of their purchase of a residential property at Aventura Isles, a residential development in northern Miami-Dade County (hereinafter “Aventura Isles” or the “Development”) to obtain relief for damages incurred through two continuous and closely interrelated phases of an overall scheme to defraud. First, Defendants fraudulently induced Plaintiffs to purchase Homes by wrongfully concealing latent soil and groundwater contamination (hereinafter “Fraudulent Concealment Phase”) that the Defendants *concede* they were required to disclose. Then, once they reaped the resulting windfall and Homeowners, including the Plaintiffs, began to discover Defendants’ misconduct, Defendants *this year* sought to burden Plaintiffs with the remediation costs for the contamination they had wrongfully concealed (hereinafter “Foisting Phase”).

2. Defendants failed to disclose to Plaintiffs that the land and groundwater under and around the Homes were contaminated with arsenic, dieldrin, and other toxins, and that the Homes and the entire Development were subject to ongoing environmental enforcement by Miami-Dade County (hereinafter “County”) authorities, including an environmental enforcement action ongoing *since December 2007*. Defendants willfully schemed to conceal this information from Plaintiffs, and deceived county environmental regulators by falsely representing that both the contamination and the remediation plan chosen by the Defendants (including the required recordation of a negative covenant with use restrictions against Plaintiffs’ title) had been disclosed to Plaintiffs prior to purchase.

3. As experienced developers, Williams and other Defendants knew that recording such a covenant—or any other pre-sale disclosure regarding contamination—would significantly reduce their profits or stall sales entirely.

4. Williams sold Homes before the remediation process was complete—or in other words, before they would have to record the restrictive covenant that would have ended their scheme to defraud. During this sales period, the Defendants assured the Department of Environmental Resources Management (Miami-Dade County, Florida) (hereinafter “DERM”) that they fully disclosed the contamination as well as the need for a negative covenant imposing use restrictions and other obligations on to purchasers. It was not until 2016—after they sold all Homes for over \$165 million—that Defendants *admitted* in a submission to DERM that, due to unspecified “errors”, all the Homes were sold without the required restrictive covenants being recorded.

5. Neither Defendants’ disclosures nor third-party title reports identified the soil or groundwater contamination, the ongoing environmental enforcement actions, or the economic, title, and regulatory burdens, encumbrances, and liabilities that Plaintiffs were exposed to by signing on the dotted line. By failing to record and disclose, Defendants wrongfully deprived Plaintiffs of the chance to make a meaningful choice for themselves and their families in the face of uncertain health and liability risks.

6. The second and more recent fraudulent scheme was the Foisting Phase. After selling the Homes, Defendants retained certain park parcels within the Development that were slated to be deeded to the County pursuant to the terms of the development agreement with the County. However, fully cognizant of the ongoing contamination and the resulting liabilities, Defendants fraudulently effected the transfer of the contaminated parkland—and the attendant liabilities—to the Aventura Isles Master Homeowners’ Association, Inc. (hereinafter “HOA”) and, by extension, to Plaintiffs, all of whom are HOA members. No rational actor would accept this land without being indemnified for the costs of remediation. Indeed, when Defendants tried to

grant this parkland to Miami-Dade County, upon information and belief, *the County refused* because of the contamination. But using fraudulent means, Defendants convinced the HOA to accept title to and responsibility for these parcels.

7. Plaintiffs only recently, but in no event any earlier than December 2018, discovered that their Homes sit on contaminated land with contaminated groundwater, that the contamination has not been adequately remediated, that DERM is insisting on additional testing and measures, and that their Homes are encumbered by restrictions that severely limit the use and value of their land.

8. Plaintiffs bring this action to recover all economic damages sustained by them and as a result of Defendants' wrongful conduct. This complaint alleges the following causes of action: i) a claim under *Johnson v. Davis*, 480 So.2d 625 (Fla. 1985); ii) negligent failure to disclose latent defects required to be disclosed by *Johnson v. Davis*; iii) fraudulent inducement; iv) conspiracy to defraud; v) violations of the Florida Racketeer Influenced and Corrupt Organizations Act ("Florida RICO"); and vi) unjust enrichment.

## **JURISDICTION, VENUE, PARTIES**

### **I. Jurisdiction and Venue**

9. This is an action for damages in excess of Fifteen Thousand Dollars (\$15,000.00), exclusive of interest, costs, and attorneys' fees; and in all respects meets or exceeds the jurisdictional requirements of this Court pursuant to Florida Statutes § 26.012.

10. Venue of this action is proper in this Court pursuant to Florida Statutes §§ 47.011, et seq., as one or more defendants reside in Palm Beach County, Florida. Furthermore, pursuant to

Section 20 of Plaintiffs' standardized Purchase and Sale Agreements, "[t]he venue of any litigation arising out of this Agreement shall be Palm Beach County, Florida

## **II. Plaintiffs**

11. Plaintiffs Crystal Placona & Thomas Placona are citizens of the State of Florida, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in July 2012, they paid \$208,490 at closing on October 8, 2013, to Williams, and obtained title to 643 N.E. 193rd Street, in Aventura Isles.

12. Plaintiffs Doris Agudelo and Jairo Navarrete are currently citizens of the State of Florida over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in June, 2013, they paid \$354,990 at closing on July 29, 2014 to Williams, and obtained title to 814 N.E. 191 Street, in Aventura Isles.

13. Plaintiffs Paxton V. Boyd & Samantha A. Boyd are currently citizens of the State of California, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in June 2012, they paid \$210,425 at closing on July 19, 2013 to Williams, and obtained title to 638 N.E. 193rd Terrace, in Aventura Isles.

14. Plaintiffs Carlos F. Pareja & Maria Yulee-Pareja are currently citizens of the State of Florida, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in December 2013, they paid \$379,990 at closing on February 17, 2015 to Williams, and obtained title to 577 N.E. 191 Street, in Aventura Isles.

15. Plaintiffs Evelyn Verastegui-Padilla & Joseph Padilla are currently citizens of the State of Florida, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in December 2013, they paid \$417,990 at closing on February 17, 2015 to Williams, and obtained title to 569 N.E. 191<sup>st</sup> Street, in Aventura Isles.

16. Plaintiff Flavio A. Costa Cancado is currently a citizen of the State of Florida, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in July 2013, he paid \$389,990 at closing on July 16, 2014 to Williams, and obtained title to 818 N.E. 191<sup>st</sup> Street, in Aventura Isles.

17. Plaintiff Eric Ovadia is currently a citizen of the State of Florida, over the age of eighteen, and otherwise *sui juris*. Pursuant to a uniform Purchase Contract signed in December 2012, he paid \$328,915 at closing on December 19, 2013 to Williams, and obtained title to 19276 N.E. 8<sup>th</sup> Ct, in Aventura Isles.

### **III. Defendants**

#### **A. The Developer Defendants**

18. Defendant WILLIAMS ISLAND VENTURES, LLC (or “Williams” as defined above) is a foreign limited liability company (organized in Delaware) with its principal place of business in Boca Raton, Florida, and doing business in this judicial district and is otherwise *sui juris*. Williams is the seller and chief developer of the Development, which is known as Aventura Isles and is located in northern Miami-Dade County, Florida. During the relevant time periods at issue, Defendants Arthur Falcone, Neil Eisner, and Anthony Avila controlled Williams. Williams was incorporated on March 22, 2010, and filed an application to transact business in Florida on June 22, 2010, six days before purchasing the Development from its affiliate WI 825 Partners LLC, another entity controlled by Arthur Falcone, Neil Eisner, and others. Defendant Neil Eisner signed documents as an authorized representative of Williams in various Aventura Isles transactions, such as warranty deeds and closing documents.

19. Defendant ENCORE HOMEBUILDERS (hereinafter “Encore”), is a business entity the exact form of which is not presently known. On information and belief, Encore does

substantial business in this judicial district and is otherwise *sui juris*. On further information and belief, Encore is a fictitious business name used by one or more of the other Defendants. Defendants represented Encore as a developer of Aventura Isles, and its name appears on advertising and other promotional material disseminated by the other Defendants. On information and belief, Encore is owned and operated by Arthur Falcone, Neil Eisner, Anthony Avila, and possibly other Defendants.

20. Defendant ARTHUR J. FALCONE is an individual over eighteen years of age, who, upon information and belief, is a resident of Florida and is otherwise *sui juris*. Falcone is one of the developers of Encore, as advertised in Aventura Isles' marketing materials; a co-founder and managing principal of Encore; majority member and manager of WI 825 Partners; manager of AJF Holdings, LLC; and Director of Williams. Falcone also controls the Fund, as defined and described below.

21. Defendant NEIL EISNER is an individual over eighteen years of age, who, upon information and belief, is a resident of Florida and is otherwise *sui juris*. Neil Eisner is one of the developers of Encore, as advertised in Aventura Isles' marketing materials, one of the developers of Aventura Isles, and was a Managing Director of Encore, and executed some or all of the seller's deeds and closing affidavits in connection with Plaintiffs' purchases of property within the Development. He is also the uncle of Jason Eisner, Williams's preferred settlement and title insurance agent.

22. Defendant ANTHONY AVILA (hereinafter "Avila") is an individual over eighteen years of age, who, upon information and belief, does business in the state of Florida and is otherwise *sui juris*. Avila is a co-founder and managing principal of Williams Island Member,

LLC, which is the managing member of Williams. On or about June 22, 2010, Avila caused to be faxed, Williams' Application By Foreign Limited Liability Company For Authorization To Transact Business In Florida to the Florida Secretary of State. Upon information and belief, Avila is also a principal in Encore.

23. Defendant RICHARD FEATHER (hereinafter "Feather") is an individual over eighteen years of age, who, upon information and belief, is a resident of Florida and is otherwise *sui juris*. He was Williams' manager of the Development, and has served on both the board of the Aventura Isles Community Development District (as Chair) and as a developer-appointed board member of and President of the HOA.

24. Defendant LAUREN ARCARO (hereinafter "Arcaro") is an individual over eighteen years of age, who, upon information and belief, is a resident of Florida, and is otherwise *sui juris*. She is a Florida-licensed Real Estate Sales Associate, license number SL3231151, and was an in-house sales agent for Williams at the Development, overseeing all marketing and sales efforts for the Homes. Arcaro also served on the Aventura HOA board on behalf of Williams.

25. These Defendants are included in every reference herein to "Defendants," and they are also referred to specifically as "Developer Defendants."

**B. The Fund Defendants**

26. Plaintiffs do not know to what extent the following defendants are involved in the wrongdoing alleged in this Complaint, but allege that they received all or some of the ill-gotten gains. Pending receipt of relevant discovery detailing their exact roles, Plaintiffs bring against these defendants only a claim for unjust enrichment, and refer to them herein as the "Fund

Defendants.” Unless otherwise indicated, references to “Defendants” do not include the Fund Defendants.

27. Defendant ENCORE HOUSING OPPORTUNITY FUND, LP (hereinafter “the Fund”) is a Delaware limited partnership with its headquarters in Boca Raton, Florida, and doing business in this judicial district, and is otherwise *sui juris*. Upon information and belief, the Fund is an investment fund focused on residential housing developments, and is one vehicle through which Encore’s private equity clients invested in the Development. The Fund appears on the Declaration of Consent to Jurisdiction of Aventura Isles Community Development District and to Imposition of Special Assessment recorded in the Official Records of Miami-Dade County, Florida, Book 28900, Pages 0699-704. The Fund is managed and controlled by Defendants Arthur J. Falcone and Anthony Avila, and possibly other Defendants as well.

28. Defendant ENCORE HOUSING OPPORTUNITY FUND INVESTMENT MANAGER, LLC (hereinafter “Investment Manager of the Fund”) is a Delaware limited liability company with its principal place of business in Boca Raton, Florida and doing business in this judicial district, and is otherwise *sui juris*. The Investment Manager is owned and controlled by Defendant Arthur Falcone and other Defendants, serves as investment manager for the Fund, and is a registered investment adviser with the U.S. Securities and Exchange Commission.

29. Defendant ENCORE HOUSING OPPORTUNITY FUND GENERAL PARTNER, LLC (hereinafter “General Partner of the Fund”) is a Delaware limited liability company with its principal place of business in Boca Raton, Florida and doing business in this judicial district, and is otherwise *sui juris*. It serves as General Partner of the Fund and is owned and controlled by Defendant Arthur Falcone and other Defendants.

30. Defendant AF ENCORE MANAGEMENT, LLC (hereinafter “AF Management”) is a Florida limited liability company with its principal place of business in Boca Raton, Florida and doing business in this judicial district, and is otherwise *sui juris*. AF Management is a managing member of the General Partner of the Fund, and was a managing member of the Investment Manager of the Fund until 2015.

31. Defendant AJF HOLDINGS, LLC (hereinafter “AJF Holdings”) is a Delaware limited liability company with its principal place of business in Boca Raton, Florida and doing business in this judicial district, and is otherwise *sui juris*. AJF Holdings owns and controls Defendant AF Management. AJF Holdings is owned and controlled by Defendant Arthur Falcone, who uses AJF Holdings to exert control over the Fund.

32. Defendant ENCORE CAPITAL MANAGEMENT LP (hereinafter “Encore Capital”) is a Delaware limited partnership, doing business in this judicial district, and is otherwise *sui juris*. Encore Capital is the sponsor of the Development through a series of intermediary entities, managed funds, and other investment vehicles under Encore’s control. Among other individuals, Encore is managed and/or controlled by Defendants Arthur J. Falcone, Anthony Avila, Neil Eisner, and possibly others as well. Encore is the managing member of the Investment Manager of the Fund.

33. Defendant WI 825 PARTNERS, LLC (hereinafter “WI 825 Partners”) is a Florida limited liability company with its principal place of business in Boca Raton, Florida, doing business in this judicial district, and is otherwise *sui juris*. WI 825 Partners originally purchased the Development in 2004 before selling it to its affiliate Williams. WI 825 Partners is owned and managed by Defendant Arthur Falcone, Neil Eisner, and possibly other Defendants.

#### **IV. Additional Participants in the RICO Enterprises**

34. Anthony Valle (hereinafter “Valle,” sometimes called “Tony”) was the operations manager for Williams, oversaw and performed all day-to-day construction management during the development of Aventura Isles, and provided oversight of Williams’ interactions with DERM.

35. Eric Reiter (hereinafter “Reiter”) was the Director of Land Development at the Development during construction. Reiter was responsible for taking soil samples following the mixing of soils during construction, and transmitting the soil samples to various labs, and otherwise intricately involved in the execution of the Soil Management and Blending Plan.

36. Jason Eisner is a Florida-licensed attorney who served as Williams’ preferred settlement agent and title insurance agent for most if not all of the Homes sold by Defendants at the Development. He is the nephew of Defendant Neil Eisner.

37. Dawn Bates is an individual over eighteen years of age, who, upon information and belief, is a resident of Florida doing substantial business in this judicial district, and is otherwise *sui juris*. She was the owner of Bates & Associates, Inc. (hereinafter “Bates & Associates”), and was paid by Williams and WI 825 Partners, among others, to participate in the scheme.

### **GENERAL ALLEGATIONS**

#### **I. The Pre-History of the Remediation: 1994–2010**

##### **A. DERM Discovers Contamination in 1994**

38. The Development’s site was formerly utilized as a row-crop farm and then, from the 1960s until 2004, a golf course known as Williams Island Country Club, Limited (hereinafter “Country Club”).

39. DERM’s first record of discovery of contamination on the site occurred in late 1994. An inspection by DERM of the golf course maintenance facility on August 31, 1994,

revealed numerous concerns, set forth in an Agricultural Facility Inspection Report, including that: i) both the vehicle wash and the pesticide mixing areas were located right next to a lake, creating the potential for pesticides and other pollutants running off into that body of water; ii); it was suspected that the Country Club had been emptying waste from its vehicle servicing operation into the maintenance building's floor drains, which in turn fed to a septic tank, and iii) the septic tank was overflowing.

40. Several days later, on September 2, 1994, DERM inspected the Country Club's underground storage tank system, which consisted of two 4,000-gallon tanks for storing gasoline; two 2,000-gallon tanks for storing diesel, and one 500-gallon tank for storing waste oil. DERM found numerous violations, and on the same day, issued "Storage Tank Facility Violations" including for, among other things, "diesel dispenser product piping [that] appear[ed] to be leaking."

41. In response to the August 31<sup>st</sup> and September 2<sup>nd</sup> inspections, WICC retained Bagwell Equipment Co., Inc. (hereinafter "Bagwell") to address the issues raised. In response to the Storage Tank Facility Violations, WICC decided to remove and dispose of five underground storage tanks.

42. During the removal of the storage tanks in December 1994, a DERM inspector noted free floating product in the groundwater of the excavation site, and on January 12, 1995, issued a Notice of Violation after finding "evidence of hydrocarbon contamination in the groundwater of Dade County." Subsequent soil screening revealed excessively contaminated soils around the site of the excavated underground storage tanks, leading to Bagwell removing and disposing of the polluted soil. Although DERM approved a no further action letter in June 1996

regarding the Bagwell supervised clean-up of the storage tank area on the site, DERM specifically warned WICC that the no further action decision “pertains only to that area of this site addressed . . . and does not relieve responsibility for any other areas of this site which may be found to contaminated.”

43. Regarding the “discharge point for the floor drains”, WICC reported to DERM on December 12, 1994 that the “floor drains have been sealed . . . to prevent future discharges from the facility”. In a meeting with DERM on March 8, 1995, Bagwell explained to DERM that the “septic tank drain field was not functioning and that they had to pump the tank every week to prevent it from overflowing and creating a nuisance situation.” DERM advised Mr. Bagwell that “the septic tank situation needed to be as a matter of utmost urgency especially since the tank was located in such close proximity to a surface water lake.”

**Environmental Reports from 2003–04 Confirm Extensive Contamination**

44. In 2003, in anticipation of selling the property, the Country Club engaged Evans Environmental & Geosciences (hereinafter “Evans”) to draft a Phase I Environmental Site Assessment Report, and shortly thereafter, a “Limited Scope Phase II Environmental Site Assessment” to “investigate the potential environmental concerns identified in the Phase I ESA[.]”

45. Evans’s Limited Scope Phase II ESA addressed the “Recognized Environmental Conditions,” including the “metals, petroleum hydrocarbons and pesticides/herbicides” that leaked from underground storage tanks and “impacted soil and groundwater.” It reported that despite remedial efforts, “petroleum affected soil and/or groundwater remain.” Moreover, aboveground tanks were discovered with stains “outside the [storage tank] containment area,” and additional contamination was detected in soil near the vehicle maintenance area. The Phase II ESA

concluded: “[t]he presence of arsenic, toxaphene and chlordane [were] above Soil Cleanup Target Levels (SCTL), in the vicinity of the septic tank drain field and maintenance building, [which] indicated that the groundwater and soil quality have been affected.”

**B. Arthur Falcone/WI 825 Partners Buy the Property Knowing It Was Contaminated**

46. On October 15, 2004, Defendant WI 825 Partners—an entity owned and controlled by Defendant Arthur Falcone, bought the property from the Country Club.

47. By law, the Country Club was required to disclose to its buyer that the property was contaminated, and on information and belief, the Country Club did so, including by providing WI 825 Partners a copy of the September 2003 Evans’ Limited Scope Phase II ESA.

48. Several months later, in March 2005, WI 825 Partners itself retained Evans to prepare an “Expanded Phase II Environmental Site Assessment Report” to investigate the “Recognized Environmental Conditions” identified in the 2003 Limited Scope Phase II ESA. Evans sampled soils at 11 locations in and around the maintenance facility, and found contaminants in excess of Residential Soil Cleanup Target Levels:

Concentrations of *arsenic* in soil samples which exceeded the Residential [Soil Cleanup Target Levels] were present at each soil boring and each depth interval collected and analyzed from surface grade to below the water table at 6 feet BLS. These soil boring locations encompassed both the septic tank drain field area and the unpaved area within the maintenance building. The lateral and vertical extent of arsenic affected soil above regulatory standards was not delineated. Concentrations of *toxaphene* which exceed Residential [Soil Cleanup Target Levels] were present at four soil boring locations from surface grade to 0.5 feet BLS. These soil boring locations also encompassed both the septic tank drain field area and interior unpaved area, and the lateral and vertical extent of toxaphene affected soil above regulatory standards was not delineated.

49. To test the groundwater, Evans installed monitoring wells at eight locations. The conclusion reached by Evans as to the groundwater was equally troubling:

Concentrations of arsenic in groundwater samples which exceeded [Florida's Groundwater Contamination Target Levels] were present at each of the 8 monitoring well locations (four of which exceeded the NADSC). These monitoring well locations encompassed both the septic tank drain field area and interior unpaved area. The lateral and vertical extent of arsenic affected groundwater above regulatory standards was not delineated.

50. The report concluded: "It is recommended that additional assessment activities be performed to assess the extent of the affected soil and groundwater." This was Evans's last report on the subject, as Defendants Arthur Falcone and WI 825 Partners decided to hire a new environmental consultant.

**C. A Second Environmental Consultant (Empire) Confirms Soil and Groundwater Contamination**

51. Defendant WI 825 Partners then engaged Empire Environmental, Inc. (hereinafter "Empire") to perform the additional assessment recommended by Evans. In 2007, Empire tested the groundwater at 15 locations, and WI 825 Partners submitted Empire's report to DERM.

52. The results: "Additional groundwater testing from 15 permanent monitoring wells indicated that the Arsenic concentration in groundwater exceeded the state of Florida Groundwater Cleanup Target Levels from 12 monitoring wells."

53. As to the soil contamination, Empire delivered another report later in 2007: "Arsenic concentrations from fifteen soils locations exceeded the state of Florida [Soil Cleanup Target Levels] for Arsenic of 2.1 milligrams per kilogram . . . The concentrations that exceeded the [Soil Cleanup Target Levels] ranged from 2.3 mg/kg to 12.0 mg/kg."

54. In short, Empire confirmed what Defendants already knew: the Development was seriously contaminated.

**D. DERM Fears that Groundwater Contamination Could Migrate To Adjacent Properties and Demands Further Testing and a Remediation Plan**

55. Agents and representatives of Defendant Falcone and WI 825 Partners, including Empire, met with DERM on multiple occasions in 2006 and 2007. Among other concerns, in the words of an October 2007 report by Empire, DERM feared “that groundwater contamination could potentially migrate from the property onto neighboring condominium and townhome properties.”

56. If that migration of the groundwater occurred, (which based upon recent environmental reports appears to have already occurred), Plaintiffs will face a significant remediation and legal liability, (a liability that Defendants unlawfully foisted onto Plaintiffs, as alleged below).

57. Faced with evidence of serious contamination and fearing its spread, DERM demanded further soil and water testing and a remediation plan.

**E. Empire Proposed a Remediation Plan in 2007 Involving Institutional Controls (a.k.a. Use Restrictions)**

58. In late 2007, Empire submitted a Remedial Action Plan to DERM. Contending that a complete soil and groundwater cleanup would be “economically unfeasible,” Empire proposed an alternative: approval of “Risk-Based Corrective Actions (RBCA) including Institutional and Engineering Controls.”

59. Risk-Based Corrective Actions do not require full remediation of all contaminants, but rather employ “engineering controls” and “institutional controls” to manage exposure to the contamination. Engineering controls are physical measures like soil caps, barriers, and fences that eliminate or minimize exposure to or migration of the contamination. Institutional controls are restrictions placed on how people use or gain access to a site. When a Risk-Based Corrective

Action site closure plan is approved, the property owner bears the burden, liability, and cost of active remediation until DERM issues a Site Rehabilitation Completion Order confirming the required work has been successfully completed (hereinafter referred to as “Site Closure”).

60. The plan submitted by Empire proposed “excavating the upper two feet of soil from all the affected areas, transporting the soil to a Miami-Dade Landfill that will accept it, and replacing the upper two feet with clean soil.” As to the groundwater contamination, Empire had no plan other than monitoring the contamination.

**F. When Institutional Controls are Approved, the Property Owner Must Record A Covenant Running With the Land to Give Notice of the Use Restrictions and Maintenance Obligations**

61. The Defendants were well aware of their duty to disclose the contamination and give notice of the use restrictions and maintenance obligations that are part and parcel of any DERM required and approved negative covenant. Institutional controls of the sort recommended by Empire *must* be recorded as a restrictive covenant running with the land both to provide notice to, and to ensure future landowners abide by use restrictions and maintenance obligations that are imposed. The Miami-Dade County Code reads in relevant part:

Upon written approval by the Director. . . , the institutional control *shall be recorded in the public records of Miami-Dade County*. A copy of the recorded instrument shall be submitted to the Department and the engineering control, if applicable, shall be implemented prior to approval of the no further action with conditions proposal.”

Section 24-44(2)(k)(ii)(6) (emphases added).

62. As sophisticated developers, Arthur Falcone, Neil Eisner, and WI 825 Partners knew that before the Risk-Based Corrective Action proposed by Empire would obtain a Site Closure, they would be required to record restrictive covenants limiting land use and imposing inspection and maintenance obligations on owners.

**G. DERM Rejects Empire's Remediation Plan and Demands Further Analysis in the Form of a Site Assessment Report**

63. On December 4, 2007, DERM rejected WI 825 Partners and Empire's proposal and issued a Notice of Code Violations:

Be advised that *levels of groundwater and soils analytical results submitted in the referenced reports constitute violations of the Code*, specifically, Sections 24-44, 24-27, 24-28 and 24-29 of the Code. Therefore, pursuant to Sections 24-7(15), 24-7(26) and 24-44(2)(g) of the Code you are hereby ordered to submit to this office for review, within 90 days of this letter, a Site Assessment Report (SAR) . . . ." (emphasis added).

64. DERM further demanded a Site Assessment Report and ordered that the "*vertical and horizontal extent of the contamination plume(s) shall be fully delineated*", in order to determine whether contamination had migrated to adjacent parcels.

65. In response, Empire provided a May 2008 Site Assessment Report, which further documented the soil and groundwater contamination. Significantly, it noted that "[a]rsenic contamination was detected in soil and groundwater," and that "[d]ieldrin and chlordane were detected in soil from six locations." Empire proposed delineation and removal of dieldrin and chlordane at the most polluted locations.

**H. DERM Rejects Empire's Site Assessment Report and Requires a Supplemental Report to Address Additional Issues**

66. In August 2008, DERM rejected WI 825 Partners' May 2008 Site Assessment Report, explaining that a Site Assessment Report Addendum (hereinafter "SARA") was required to address numerous issues. Pertinent here is the notice to Defendants that:

DERM has no objection to the *delineation and source removal* proposed for dieldrin and chlordane in soil samples 1-T, 3-T, 7-T, 8-G, 15-T and 17-T.

[C]hlordane concentrations in soil samples 17t and 8G exceeded the Total Soil Criteria for Toxicity Characterization; therefore, RCRA hazardous waste characterization by USEPA [U.S. Environmental Protection Agency] . . . shall be performed. . . . Be advised that soil that is classified as a RCRA hazardous waste is

not suitable for reuse or for disposal at any landfills or disposal facilities in Miami-Dade County.

67. In response, on December 31, 2008, WI 825 Partners caused to be submitted to DERM the Empire-prepared SARA that it requested. The SARA reported that “soil borings were installed . . . at 15-foot intervals in all directions from the six locations where Chlorinated Pesticide concentrations in excess of the state of Florida [Soil Cleanup Target Levels] were detected,” and that chlorinated pesticides were detected at most locations.

68. The “Proposed Cleanup” Empire recommended in the SARA was to excavate “affected soil from and beyond the six original locations, where chlorinated pesticides were initially detected in excess of the [Soil Cleanup Target Level].” With respect to DERM’s concern about migrating groundwater contamination and request that “the vertical and horizontal extent of the contaminated plume(s) shall be fully delineated,” Empire ignored that concern, and contended that the requested analysis was not required.

**I. DERM Rejects Empire’s Site Assessment Report Addendum**

69. In June 2009, DERM rejected Empire’s December 31, 2008 SARA. DERM also presciently noted that the blending proposal was complicated by the existence of the chlorinated pesticide contamination, “due to the potential additive toxic effects of the contaminants, the need for additional hazardous waste characterization, etc.”

70. DERM also advised Defendants that it rejected Empire’s claim that delineation of the groundwater contamination was unnecessary:

[DERM] does not agree with the rationale provided for the inability to provide contour maps of the groundwater contamination (e.g., arsenic, ammonia and nitrate), as required in comment 5 of DERM’s August 11, 2008 letter. . . . Therefore, provide the site map(s) showing all historical groundwater and surface water sampling locations and contours, and illustrating the degree and extent of groundwater and surface water contamination. . . .”

DERM emphasized and ordered “that the vertical and horizontal extent of the contaminant plume(s) shall be fully delineated.”

71. Finally, DERM also advised WI 825 Partners that “several soil samples” levels were in a “hazardous” category, and reminded it to dispose of hazardous waste in a lawful manner.

72. On information and belief, Empire was terminated following WI 825 Partner’s receipt of DERM’s rejection of its December 31, 2008 Site Assessment Report Addendum.

**J. Arthur Falcone and WI 825 Partners Tell DERM They Are Abandoning the Project Due to the Cost of Environmental Remediation**

73. After DERM rejected their remediation plan and original and supplemental Site Assessment Reports as inadequate, attorneys for WI 825 Partners notified DERM in a July 17, 2009 letter that “the expense associated with satisfying DERM’s concerns is now substantially more than previously budgeted. In addition, due to the severe downswing in the South Florida real estate market, this development project has been tabled for the indefinite future.”

74. This letter acknowledged that, as owners of the property, WI 825 Partners had ongoing “obligations to DERM,” despite not proceeding with the development. The site was still subject to DERM’s December 2007 order to submit “a Site Assessment Report prepared in accordance with Section 24-44(2)(j)(iv),” and to “fully delineate” the vertical and horizontal extent of the contaminated groundwater.

75. In the same letter, DERM was advised that WI 825 Partners “will be supplementing its consulting team with Dawn Bates who possesses specific experience with golf course development.”

**II. Defendants Enter into a Coordinated Scheme to Defraud Plaintiffs by Concealing the Contamination and Ongoing Remediation, Misrepresenting to DERM that**

**Purchasers Had Been Notified, and Transferring Environmental and Legal Liabilities to the HOA**

76. Around 2010, Defendants Arthur Falcone, Neil Eisner, and Anthony Avila revived WI 825 Partners' development plans. In order to achieve outsized profits from the development of Aventura Isles, they hatched the Scheme to Defraud, including the Fraudulent Concealment Phase and the Foisting Phase (sometimes collectively referred to herein as the "Scheme to Defraud").

77. Williams, Arthur Falcone, Neil Eisner, and Anthony Avila were joined by Richard Feather, Lauren Arcaro, Anthony Valle, Eric Reiter, Jason Eisner, and Dawn Bates. These entities and individuals formed an associated-in-fact RICO enterprise to perpetrate their Scheme to Defraud as more fully alleged below (and are collectively referred to herein as "members of the RICO Enterprises.")

78. Through the Fraudulent Concealment Phase, Defendants and other members of the RICO Enterprises acted in concert and with the common objective of hiding the contamination from Plaintiffs in order to achieve the common goal of selling the Homes at a lucrative profit. Defendants and other members of the RICO Enterprises:

- (a) Concealed the latent environmental contamination from Plaintiffs, including: i) that the development was an active DERM-monitored contamination site undergoing active soil remediation; ii) that Defendants had for years ignored DERM's demand for additional testing to determine whether the groundwater contamination had migrated onto adjacent land, iii) the existence of use restrictions on groundwater, gardening activities and rental activities; iv) that eating fruit or vegetables grown in the soil was dangerous; v) that use of the groundwater, as well as landscaping

and digging by children was dangerous; and vi) that there would be costly and ongoing monitoring and remediation obligations.

- (b) Delayed recording of the restrictive covenant that would have put Plaintiffs on notice of the contamination and use restrictions;
- (c) Falsely represented to DERM that they had informed buyers of the contamination and the ongoing remediation.

**A. Falcone, Avila and Eisner form Williams Island Ventures and WI 825 Partners Transfers the Property to the New Entity, Which Becomes the Nominal Developer and Seller of Homes**

79. On March 22, 2010, Defendants Falcone, Anthony Avila and Neil Eisner formed Williams Island Ventures, LLC—itself a RICO enterprise—as a Delaware LLC, with the specific purpose of perpetrating the fraudulent scheme described herein. Defendants Falcone, Avila and Neil Eisner controlled Williams.

80. On or about June 22, 2010, Avila caused to be faxed to the Florida Secretary of State Williams’s Application By Foreign Limited Liability Company For Authorization To Transact Business In Florida; and caused the same to be returned via wire or mail to Williams’s law firm following filing. [See **Exhibit A**]

81. On June 30, 2010, Arthur Falcone, in his capacity as the ultimate managing member of WI 825 Partners signed a Special Warranty Deed conveying the Development site to Defendant Williams, and caused said Special Warranty Deed to be mailed to the Miami-Dade County Clerk, as well as returned via mail to Williams’s law firm following recording. [See **Exhibit B**]

**B. Defendants Evade DERM's Lawful Directives and Their Remediation Plan Fails**

82. In April 2010, Bates & Associates submitted to DERM via mail a "Revised Soil and Groundwater Sampling Plan" and a "Proposed Engineering Control Plan" on Williams's behalf.

83. As to the Proposed Engineering Control Plan, Bates & Associates explained that Williams "elected to utilize engineering and institutional controls," including prohibiting the use of groundwater and "fishing, swimming or boating in the lakes," "preventing the installation of pools," and grading and leveling the entire site by two feet "below the final planned elevation," upon which a "minimum of two (2) feet of clean fill material will be subsequently placed[.]"

84. DERM rejected both plans, as they were not "signed and sealed by a Professional Geologist or a Professional Engineer." Bates responded on April 28, 2010, via a letter sent through the mail, enclosing a "Statement of Professional Certification" signed by Steven Irminger on April 14, 2010. On investigation, information and belief, this Statement of Professional Certification was false, as Irminger was not involved in this work in any meaningful or substantive manner, and the reports were not prepared under the "responsible charge" of Mr. Irminger and, on investigation information and belief, Mr. Irminger has never visited the Aventura Isles site.

85. On August 3, 2010, DERM responded again to the Bates & Associates submission with a letter mailed to WI 825 Partners, and copied to Dawn Bates and Neil Eisner via email, repeating that "to meet [No Further Action] with Conditions criteria, it must be demonstrated that soil and groundwater concentrations at the boundary do not and will not exceed the Chapter 24, Code of Miami-Dade County Level 1 cleanup target levels (CTLs)." This To this day, it has not

been demonstrated to DERM that soil and groundwater concentrations at the boundary do not and will not exceed those cleanup target levels.

86. DERM's August 3, 2010, letter to WI 825 Partners, and copied via email to Dawn Bates and Neil Eisner, also noted that the Bates' April 28, 2010 submissions did not address at least six of DERM's June 1, 2009 comments, including DERM's request for: i) additional soil testing for, inter alia, dieldrin and chlordane; and ii) a contour map delineation of the contaminated groundwater plumes and contour maps showing contamination. DERM also stated that "a signed and sealed final Engineering Control Plan Report, to include the contaminant of concern plume map . . . will be required (and will serve as an attachment to the Restrictive Covenant)."

87. Over the next year, Defendants continued to ignore DERM's demands, including for a Site Assessment Report Addendum including soil testing for dieldrin and chlordane, and a full delineation of the contaminated groundwater plumes.

88. On September 12, 2011, DERM wrote Williams by Certified Mail, with emailed copies to Dawn Bates and Neil Eisner, stating that, despite having provided an extension of time until June 30, 2011:

[T]he required [Site Assessment Report Addendum] has not been received. Therefore, within thirty (30) days . . . the past due document must be submitted along with the appropriate review fee . . . and a \$200 late fee. . . . [F]ailure to comply may result in this case being . . . referred to the Office of the County Attorney for formal enforcement action in a court of competent jurisdiction.

89. On September 14, 2011, Bates & Associates mailed a letter to DERM on behalf of Williams, stating that "the development team is currently in the process of compiling information for a DERM presentation to discuss the revised development and soil management strategies."

90. On October 25, 2011, Defendants requested a meeting with Miami-Dade County officials regarding a new site plan. Williams' purported "engineer"—Dawn Bates—proposed an

agenda. She thought the problem was clear, as she explained by memorandum to the County, DERM, Williams, Williams' legal counsel, and others:

As discussed in prior regulatory correspondence and soil data interpretation, arsenic and certain chlorinated pesticide impacts appear to be ubiquitous throughout the Site in the mixed sand layers and organic material layers (i.e., overburden) above the limestone formation. . . . Approximately 421,000 cubic yards of soil impacted with arsenic and chlorinated pesticides above Direct Exposure Residential CTL requires management to deter exposure.

91. At the meeting with DERM, Bates presented four remediation options for DERM's consideration:

	<b>Method</b>	<b>Estimated Cost</b>
<b>Option 1</b>	Dispose of all contaminated soil off-site	\$20.0 million
<b>Option 2</b>	Bury impacted soil deep underground	\$7.9 million
<b>Option 3</b>	Raise entire site by two feet with clean soil	\$9.3 million
<b>Option 4</b>	Remove a top layer of contaminated soil from the Site, blend it with clean soil, and re-layer the Site with the blend.	\$3.9 million

92. On November 23, 2011, the County tentatively approved Defendants' election of the least expensive, Option 4 pending further assessment. DERM warned Defendants that "the presence of other contaminants of concern (dieldrin, toxaphene, chlordane, etc.) shall be considered in the soil blending and reuse strategy." In December 2011, the County emailed Dawn Bates and Defendant Neil Eisner, telling them that their soil sampling plan was inadequate because "the overly-large size of the decision unit does not allow for a meaningful evaluation of the data," and noting that the samples closest to the surface "should be analyzed for arsenic and organochlorine pesticides."

93. But, as alleged below, Bates & Associates never adequately considered the presence of the dieldrin, toxaphene and chlordane, and used incorrect and improper soil blending ratios calculated to treat only arsenic, but not the other contaminants.

94. DERM's approval of the low cost option Defendants chose was, of course, predicated on the assumption that Defendants and the other members of the RICO Enterprises would obey the law and notify potential buyers of the contamination so each could make an informed decision about whether or not to proceed with purchase and, if so, so that each would agree to the required restrictive covenant on their deed.

95. Defendants and other members of the RICO Enterprises, however, as alleged herein, actively schemed to conceal from Plaintiffs: i) that the Development's soil and groundwater were subjects of active regulatory enforcement, or ii) that the remediation plan that was secretly foisted upon them required recordation of restrictive covenants to put all future buyers and renters on notice of the contamination, use restrictions, and ongoing inspection and maintenance obligations.

96. On February 6, 2012, Bates & Associates mailed to DERM a "Soil Management and Blending Plan". This plan included a "Statement of Professional Certification from Steven Irminger, certifying that the "Soil Management Plan" (not the "Soil Management *and Blending* Plan") conformed to Miami-Dade County Code and Chapters 62-780 of the Florida Administrative Code. It further attested that the "report has been prepared under the responsible charge of the undersigned [i.e., Steven Irminger] and has been found to conform to commonly accepted procedures consistent with applicable standards of practice pursuant to Chapter 471 of the Florida Statutes." On investigation, information and belief, this Statement of Professional Certification

was false, as Irminger was not involved in this work in any meaningful or substantive manner, and the February 6, 2012, Soil Management and Blending Plan was not prepared under the “responsible charge” of Mr. Irminger and, on investigation information and belief, Mr. Irminger has never visited the Aventura Isles site.

97. The Soil Management and Blending Plan called for excavating approximately 423,000 cubic yards of contaminated soil from the site, blending it with “clean” soil, and spreading the blended soil as a two-foot cap throughout much of the unpaved portions of the site, including the front, rear and side yards of the lots sold to Plaintiffs..

98. The Soil Management and Blending Plan acknowledged that the Development was “under enforcement by [the County],” and that “[a] Level II Closure option, including institutional and engineering controls, is currently being pursued by [Williams].” Bates & Associates explained further that the “Compounds of Concern” in the soil were not, in fact, limited to arsenic, but that the soil was contaminated with other pesticides, including *chlordane*, *dieldrin*, and *toxaphene*. Bates elaborated that “of the 256 total historical samples analyzed for dieldrin . . . (t)wenty-two exceeded the residential [Cleanup Target Level] and will be treated as hot spots and excavated for use beneath roadways and/or house pads.” (Emphasis added). The Soil Management and Blending Plan also described two chlordane hot spots and two more toxaphene hot spots.

99. Exposure to dieldrin—a pesticide banned in the 1970s and 1980s—can cause cancer and harm the human immune, reproductive, and neurological systems. The dieldrin contamination in many soil samples tested in 2012 at the Development exceeded the Residential Soil Cleanup Target Levels.

100. On March 5, 2012, DERM responded to the initial Soil Management and Blending Plan, asking how Bates & Associates had determined both the locations and excavation dimensions of the hot spots and further, also required that *“the impact that relocating contaminated soils throughout the site may have on groundwater and/or surface water shall also be considered and discussed.”* DERM also again “advised that the vertical and horizontal extent of the contaminant plume(s) shall be fully delineated.”

101. On March 30, 2012, Bates & Associates responded to DERM by mail with a “Soil Management and Blending Plan Addendum.” Here, Bates & Associates proposes scaling back the removal of hot spots—instead of removing all 129 contaminated hot spots, “BAI proposes the removal of 25 hot spots, which consist of 8 arsenic and 17 chlorinate pesticide locations. The remaining outliers will be addressed by blending.”

102. The Soil Management and Blending Plan Addendum shows that Defendants knew of the grave groundwater risks posed by the soil management proposal:

***BAI recognizes that relocating contaminated soil throughout the site may have an adverse impact on groundwater,*** however, it should be noted that the Site surface has remained uncovered, pervious and susceptible to precipitation for more than three years. Additionally, groundwater monitoring will be performed to achieve conditional closure.

(Emphasis added.)

103. The Addendum included a “Statement of Professional Certification from Steven Irminger, certifying that the *Site Assessment Report prepared for former Proto Circuits of Florida, Inc. conform to Chapter 27 Broward County Code* and Chapters 62-780 of the Florida Administrative Code” (emphasis added). In other words, the certification was for another project, in a different county, for a different company. The certification further attested that the “report

has been prepared under the responsible charge of the undersigned and has been found to conform to commonly accepted procedures consistent with applicable standards of practice pursuant to Chapter 471 of the Florida Statutes.” As indicated, on investigation, information and belief, this statement was false, as Mr. Irminger was not in “Responsible Charge” of any work on the Addendum.

104. On investigation, information and belief, the top two feet of “blended” soil at many locations throughout the Development, including on Plaintiffs’ lots, remains contaminated with dieldrin. For example, an Interim Soil Management Plan and Implementation Report, dated February 26, 2014 and mailed to DERM by Dawn Bates around that same date, reveals that the dieldrin contamination was not remediated and that virtually all of the soil used to create the required two-foot clean “soil cap” contains dieldrin contamination at levels above the mandated Soil Cleanup Target Levels. Attached as **Exhibit C** hereto are a spreadsheet compiling the laboratory results of the “post-blended soil” taken from the Interim Soil Management Plan and Implementation Report, dated February 26, 2014; and a Table prepared by AWSE dated July<sup>[Im1]</sup> 31, 2015 showing where all of the “post-blended soil” was placed.

105. Additionally, as DERM feared, when the soil was mixed and re-distributed across the Development, much of the groundwater has become increasingly more contaminated with arsenic, especially along the northern border of the site next to the neighboring condominium and townhome properties.<sup>1</sup> However<sup>[Im2]</sup>, Williams has still not submitted a delineation of the vertical

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<sup>1</sup> See, Williams’ last environmental consultant’s submission to DERM, mailed on July 31, 2019, (a “Supplemental Site Assessment Report #3 (Sara #3)”) and “Table 2” (a Groundwater Monitoring Well Detection Summary), along with “Figure 2” (a map showing groundwater analytical results for arsenic), which are attached thereto, and here as **Exhibits D and E**.

and horizontal extent of the contaminant plumes, as repeatedly demanded by DERM since December 2007.

**C. Defendants Avoid Having to Record a Restrictive Covenant Running with the Land That Would Have Made the Contamination Apparent to Plaintiffs.**

106. The remediation plan chosen by Defendants required them to record a restrictive covenant that notified future potential buyers and owners, including Plaintiffs, among other things, that: 1) Groundwater from the Property shall not be used for drinking water purposes; 2) Groundwater from the Property shall only be withdrawn for purposes of pollution monitoring, and any such withdrawals shall be done only qualified/trained individuals; 3) Contaminated soil and groundwater shall not be removed from the Property without prior written approval of DERM; 4) The Property would be subject to both an Engineering Control Plan and an Engineering Control Maintenance Plan imposing onerous responsibilities on current and future owners and renters for maintaining the existing engineering controls and for obtaining DERM approval if a hole deeper than 18 inches is made; 5) Prior to the entry of a landlord-tenant relationship with respect to the Property, all owners agree to notify in writing all proposed tenants of the existence of the contamination and above-described use restrictions and maintenance requirements; 6) For the purpose of inspecting for compliance with the institutional and engineering controls described above, DERM shall have the right of access to the Property upon reasonable notice; 7) That DERRM has enforcement powers to force compliance with the above maintenance responsibilities, including the right to “permanent, temporary, prohibitory and mandatory injunctions.”

107. Because Defendants began selling Homes before they complied with all of DERM's requirements and therefore DERM had not issued a Site Closure, Defendants were able to delay recording the required restrictive covenant on each Home that would have notified Plaintiffs of the contamination and Negative Information and Consequences, as defined further *infra*.

108. On information and belief, Defendants made a deliberate decision to delay recording the restrictive covenants until Williams sold all Homes because they knew that recording the required restrictive covenant with the Plaintiffs' deeds would have revealed the true condition and restrictions on the property and that the Plaintiffs' would not have closed on their purchases had they known.

109. As more fully alleged below, DERM insisted that Defendants disclose the contamination, the need for the restrictive covenant and related facts to Plaintiffs and the other purchasers. Defendants told DERM that they were doing so, but in fact, they were not.

**D. Defendants Facilitate Their Fraudulent Concealment Phase by Omitting Mention of Contamination in the Master Declaration of Covenants and Restrictions**

110. On December 19, 2012—before any Homes were completed—Williams executed a Master Declaration of Covenants and Restrictions for Aventura Isles (hereinafter “Master Declaration”), recorded on December 31, 2012. The Master Declaration set out the initial rules for the Development community, and gave prospective homebuyers notice of the rules they would have to comply with when living and owning in the Development. In theory, it also put prospective homebuyers on notice of matters affecting title if they chose to buy in the Development, such as “Service and Utility Easements” and easements as to “Common Areas.”

111. But the Master Declaration did not mention the soil or groundwater contamination, or any engineering or institutional controls that the Developer Defendants knew were required by law, and that would significantly impair a purchaser's use of the property, as well as burden purchasers with ongoing maintenance obligations. Subsequent amendments enacted and signed by HOA Directors Arcaro and Feather—both employees of Williams—also failed to mention any institutional controls, even though both Arcaro and Feather had actual notice of the contamination and recording requirement under the Miami Dade County Code.

112. The Master Declaration warned Plaintiffs that no signs, advertisements, or balloons of any color may be placed on their Homes, but did not mention that their land and water were contaminated with toxins. It warned Plaintiffs that they would be liable for the cost of landscaping along the entry roads, but did not mention that they and their tenants would be liable for maintaining test wells, bore holes, and other permanent engineering controls as members of the HOA. The Master Declaration warned Plaintiffs that approval was needed before installing swimming pools, but did not mention that the excavation would potentially expose them and their contractors to arsenic, dieldrin or toxaphene.

**E. Defendants' Marketing Materials Omit Mention of the Contamination**

113. In late 2012, with the soil remediation plan approved and construction underway, Defendants Falcone, Neil Eisner, and Avila and other members of the RICO Enterprises caused to be circulated marketing materials (hereinafter "Materials") for the Development. On information and belief, the Materials were prepared by or with the assistance of Defendant Arcaro, Encore Homebuilders in-house licensed real estate sales associate in charge of marketing. The Materials were branded as an offering by "Encore Homebuilders," although Williams was the actual owner

of the land. Defendants used U.S. mail and email to send the Materials to real estate agents and prospective homebuyers.

114. The Materials (attached hereto as **Composite Exhibit F**) marketed the Development as a luxurious preconstruction residential gated community in North Miami-Dade County, and promoted the extensive experience of both Arthur Falcone's nearly 30 years of experience and success in the Florida real estate market, and Neil Eisner's more than 25 years of high-level development experience as real estate developers in Florida.

115. The Materials emphasized indoor-outdoor living, "[p]ristine [l]akes and natural preserves," and "over 37 acres of parks." The floorplan branding evoked a tropical Eden-like paradise, with names such as "Jasmine," "Azalea," "Hibiscus" and "Orchid." In printed materials, more than seventy-seven different features about the Homes were highlighted, suggesting that Defendants overlooked no detail and spared no expense. But the Materials did not disclose the arsenic, dieldrin, and other toxins in the soil. The Materials did not disclose that under a two-foot soil cap blended just enough to meet arsenic clean-up target levels sat an even more toxic base of arsenic and dieldrin-laden soil and arsenic contaminated groundwater. The Materials did not disclose that the active remediation plan that the Developer Defendants were pursuing required that a restrictive covenant be recorded against the purchasers' title that would bind them to the terms and obligations described above.

**F. Plaintiffs Purchase Homes in the Development as a Result of Defendants' Fraudulent Concealment**

116. Between 2012 and 2014, Williams sold all of the Homes pre-construction, using the standardized Purchase and Sale Agreement (hereinafter "Purchase Agreement") in the form

attached hereto as **Exhibit G**, and closed escrow with all purchasers, including plaintiffs, between 2013 and 2016.

117. Nowhere in the Purchase Agreement or the documents referenced therein did Defendants disclose to Plaintiffs the negative consequences of and negative information about buying a parcel with these defects, including that:

- (a) The Development was built on contaminated land;
- (b) The Development had contaminated groundwater;
- (c) DERM was supervising the remediation and containment of the contamination, which would create ongoing costs for Plaintiffs;
- (d) DERM was demanding further testing;
- (e) DERM required that Williams record a restrictive covenant that would bind purchasers to the terms and obligations described above;
- (f) The remediation process remained open and pending with DERM;
- (g) Plaintiffs would be responsible for future environmental cleanup and other remediation expenses; and
- (h) Plaintiffs would be exposed to legal liability vis-à-vis neighboring landowners (collectively referred to herein as the “Negative Consequences and Information”).

**G. Defendants Tell DERM That They Were Disclosing the Contamination to Purchasers, But They Were Not**

118. Years before selling any Home to a prospective buyer, Defendants knew they were obligated by law to disclose both (i) the contamination itself; *and* (ii) the requirement of recording a restrictive covenant running with the land, as a consequence of entering into a plan for the contamination. This duty of disclosure was nonwaivable, and was required under the law of the

State of Florida. *See Johnson v. Davis*, 480 So.2d 625 (Fla. 1985). In addition, DERM mandated these disclosures.

119. But Defendants and other members of the RICO Enterprises conspired to violate their disclosure obligations. They misled DERM about proper disclosures to purchasers for just long enough to sell all the Homes, at which point they confessed to DERM (but not to Plaintiffs) that no disclosure had been given.

120. On August 20, 2013, Sandra Rezola (hereinafter “Rezola”), an Officer with DERM’s Environmental Monitoring and Restoration Division, conducted an on-site inspection at the Development. There, Rezola met with Dawn Bates, Eric Reiter (Williams’ Director of Land Development), and Curtis L. Dokken (hereinafter “Dokken”), a licensed engineer whom Dawn Bates added to her company’s corporate license in April 2013, replacing Steven Irminger as the Responsible Charge.

121. Rezola created an Inspection Report about this visit, which memorialized the information she received from Dawn Bates on behalf of the Defendants. Rezola wrote: “Ms. Bates stated that prospective purchasers are given a disclosure informing them of the contamination (she will email me this disclosure).” Rezola wrote further: “I advised them that all site owners and tenants/lessees will have to sign off on the closure with conditions.”<sup>2</sup>

122. The next day, August 21, 2013, DERM wrote to Williams seeking confirmation in writing that the required disclosures were being made, and requested a copy of the disclosure, which Williams had promised DERM that it was providing to all prospective purchasers.

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123. Williams did not provide DERM with a copy of the disclosure, because no such disclosure ever existed.

124. DERM wrote to Williams again on September 4, 2013, and copied Dawn Bates, Neil Eisner, Dokken, Reiter, and Feather:

On August 21, 2013, [DERM] requested from your environmental representatives a copy of the disclosure of the contamination DERM was informed was provided to prospective property purchasers. To date the requested information has not been received. Please provide a copy of said disclosure to DERM for our files.

Be advised that the Level II Risk Management Option elected for this site (No Further Action with institutional and engineering controls) will require that the property owner(s) create and record a covenant running with the land, restricting the use of or access to the site to eliminate or manage exposure of human and environmental receptors to contamination of concern. The covenant restrictions shall be binding upon all property owners, heirs, successors, grantees and assigns.

125. Again, Williams could not provide DERM with a copy of the disclosure, because no such disclosure ever existed.

126. DERM wrote to Williams again on December 3, 2013 to inform them of the seriousness of the issue: “Be advised that a response to DERM’s September 4, 2013 and August 21, 2013 correspondence has not been received. *Note that the Level II Risk Management Option elected for this site will require a covenant which shall be binding upon all property owners, heirs, successors, grantees and assigns.*” (Emphasis added). Again, Williams could not provide DERM with a copy of the disclosure, because no such disclosure ever existed.

127. DERM wrote to Williams again on July 17, 2014: “DERM’s September 4, 2013 correspondence has not been addressed. Provide a copy of the disclosure of contamination that was provided to prospective property purchasers.”

128. At or around this time, Feather allegedly went searching for Dawn Bates without success, and declared to DERM that she was “missing.” According to Feather in a letter to DERM dated April 13, 2015, he “ha[s] been unable to contact Dawn Bates from Bates and Associates, Inc. to finish the required reports pertaining to Williams Island Ventures, LLC soils remediation.” So, instead, he hired Dokken—formerly the Vice President of Bates & Associates—to finish the job through Dokken’s company Air Water & Soil Engineering, Inc. (hereinafter “AWSE”).

129. With Dokken on board, Williams *did* finally respond to DERM’s insistent and repeated demands for proof of this disclosure. On behalf of Williams, AWSE wrote on June 22, 2015 to DERM regarding the “disclosure.” Although AWSE could not provide any such disclosure (because no such disclosure ever existed), AWSE provided DERM with a different document that it claimed was a “disclosure,” attached hereto as **Exhibit H**.

130. The document that AWSE and Williams purported to be a “disclosure of contamination” was anything but. This so-called “disclosure” was nothing more than a copy of a letter sent by the County to Williams dated April 10, 2012, regarding sampling methodology proposed by Bates in a “Soil Management and Blending Plan Addendum”, dated March 30, 2012. Nowhere did this “disclosure” mention that the property was contaminated, the requirement of recording an institutional control, or the environmental, legal, health, and economic liabilities to which prospective homebuyers would expose themselves, their families, and their children.

131. This so-called “disclosure” provided neither legal, inquiry, actual, nor any other kind of remotely meaningful notice as to the property’s contaminated status. Further, this document purports to contain the signature of a purchaser, but the signature is not dated until

October 2014, which, on information and belief, was after all purchaser of the Homes had signed purchase agreements.

132. DERM responded by mail to Williams on August 20, 2015, copying, among others, Defendants Feather and Eisner, as well as Valle, writing in relevant part:

In response to DERM's request for a copy of the disclosure of contamination provided to prospective property purchasers, a copy of DERM's Soil Management Plan Approval Letter, dated April 10, 2012, signed by a purchaser, was provided. Please be advised that the No Further Action with Conditions elected for the site, which includes both engineering and institutional controls, *will require that a restrictive covenant (RC) be recorded with the deed of the properties*. This RC imposes restrictions on the properties to eliminate the risk of exposure of users or occupants of the properties and the environment to the contaminants and eliminate the threat of migration of the contamination. Additionally, all future lease agreements involving the properties shall require that tenants receive a copy of the RC and agree to abide by the restrictions. (Emphasis added.)

133. DERM continued to demand that Williams record the required negative covenant for the Development. Ultimately, Defendants were forced to admit that Williams had violated DERM's directives and failed to comply with the requirements for "no further action with conditions" approval — but not until escrow on all the Homes had closed and title had passed to Plaintiffs and other purchasers and recording negative covenants would therefore be impossible.

134. In an email dated March 3, 2016, an attorney for Williams wrote to DERM regarding Williams's violations, including in relevant part the following, and proposed a "solution":

Good morning Wilbur,

Thank you for taking the time to meet with us on January 21<sup>st</sup> to discuss the old Williams Island Golf Course and its redevelopment....

As you will recall, the developer of the property, Williams Island Ventures, LLC, no longer has the capability to place a covenant on some of the property involved in the redevelopment. Of the original 148.15 acres included in the project, approximately 69.7 acres have been transferred to homeowners through the sale of

the various units. However, the remaining 78.45 acres, consisting of the common areas and parks, are owned by and thus under the control of the developer. (An acreage break down of the project is attached.) In compliance with law, the control of the Homeowners Association has been otherwise turned over to the owners.

***As we know, the nature of the development and the environmental cleanup, typically require a covenant to be placed on all of the property. Unfortunately, due to errors that occurred, that is no longer feasible with respect to the individually owned properties.*** At your request, we are proposing a solution.

To understand the effectiveness of the solution, a few facts concerning the project will be very helpful. As you can see from the December 10, 2013 Architectural Review Committee Guidelines (attached), in the very early stages of this development, the Association, the buyers and the developer were aware of the soil conditions and the need to take precautions in the event of excavations. Particularly, at page 15 you will see a description of the history of the property and a description of the conditions needed for excavation. This disclosure has been continuously included in this document in the same or similar form ever since. Additionally, similar disclosure is contained in the Association Rule and Regulations.

(Emphasis added.)

135. Neither document referenced in Williams's counsel's email dated March 3, 2016, established that any prospective purchasers were warned about the contamination or the need for a negative covenant before buying property in the Development in 2012 and 2013, when the Homes were sold.

136. The reference to the "December 10, 2013 Architectural Review Committee Guidelines" (hereinafter "Architectural Guidelines") is a 36-page document describing the guidelines for decorating, modifying and maintaining Homes within the Development, including on such topics as "Antennas & Satellite Dishes," "Color Schemes," "Garage Sales," "Lighting" and "Flags." Seemingly embedded in the section on "Pools, Spas and Enclosures," the version of the Architectural Guidelines purportedly adopted on December 10, 2013, reproduces a memorandum midway through from Bates & Associates regarding "Soil Excavation Guidelines" that references arsenic and chlorinated pesticides. However, the Architectural Guidelines do *not*

mention any negative covenant or use restrictions or explain the significance of this embedded memorandum.

137. In any event, Williams never gave the Architectural Guidelines to Plaintiffs or any other purchasers. Plaintiffs and other purchasers received the Architectural Guidelines only upon becoming HOA Members, and then only upon request. Moreover, Plaintiffs did not become HOA Members—and could not access the Architectural Guidelines—until *after* their purchases had closed.

138. A document titled “HOA’s Rules, Procedures, and Information” (hereinafter “HOA Rules and Regulations”), that was “Revised and Adopted 12/03/2015,” likewise included the Bates & Associates memorandum, this time dated July 9, 2015, as an addendum on page 29. The December 2015 HOA Rules and Regulations are attached hereto as **Exhibit I**. The Bates memorandum was not given any context or otherwise referred to in the HOA Rules and Regulations. Each of the Plaintiffs herein went into contract and closed escrow before December 3, 2015, and did not receive the December 2015 Rules and Regulations at closing. But, even if Plaintiffs had been given the HOA Rules and Regulations when they went into contract before December 3, 2015—a time period that applies to virtually all of the original purchasers—they would have received a version that did not include any contamination disclosure.

139. The HOA Rules and Regulations were not updated to include more information about the contamination or use restrictions until 2018, when more was added as part of the scheme to obtain a variance to get the Defendants closure of the now bifurcated HOA the site.

140. On May 16, 2016, DERM responded to Williams’s alleged proof of so-called “disclosure”:

DERM has determined that the condominium documents attached to the March 3, 2016 email correspondence, said to provide disclosure of contamination and the limitations associated with conditions on the use of the property, are inaccurate and insufficient to provide a level of protection equal to that of a covenant.

DERM copied Defendants Eisner and Feather, as well as Valle and others, on its response.

141. DERM was undoubtedly correct. These documents, “said to provide disclosure,” were not what they seemed. They were “inaccurate.” They were “insufficient.”

**H. Defendants Used their Control Over the HOA to Help Conceal Their Fraud Until All Homes Were Sold**

142. Until July 2015, Williams’s representatives controlled the Aventura Isles HOA board, and used that control to further their Scheme to Defraud. Williams’ appointed its agents, Feather, Arcaro and Valle to the HOA board, each having actual knowledge of the contamination and title issues. Feather and Valle, for example, were copied on most of DERM’s communications with Williams regarding contamination at the Development. Feather, Arcaro and Valle assisted the RICO Enterprises in concealing the contamination and title issues until Williams could sell out all Homes. They approved amendments to the Declaration in April 2015, for example, that did not mention the contamination and related issues.

**III. Unable to Record Restrictive Covenants on Previously Sold Homes, Defendants Obtain a Variance Allowing an Alternative Form of Recording, Without Informing Plaintiffs**

143. The Foisting Phase as described herein is part and parcel of the same fraudulent scheme developed and effected by Defendants. In an effort to both conceal their fraudulent activities and pass off all environmental liabilities to Plaintiffs, Defendants used their control over the HOA to transfer contaminated parcels of land—parcels that are more liabilities than they are assets.

**A. Unable to Record Restrictive Covenants on Previously Sold Homes, Defendants Obtain a Variance Allowing an Alternative Form of Recording**

144. Defendants' failure to record restrictive covenants on each Home before selling them was an integral part of the Scheme to Defraud because it prevented Plaintiffs from obtaining notice of the contamination or the institutional or engineering controls. At the same time, doing so frustrated Williams's efforts to obtain a Site Closure order from DERM. This is because i) there was no viable way to record a restrictive covenant on the title to 653 Homes *after* they were sold, and ii) the County required the recording of restrictive covenants before Defendants could obtain Site Closure in order to resolve the notice of violation issued years earlier. Defendants concocted a process for an alternative, belated form of recordation that depended heavily on the HOA's assistance and on splitting, for DERM's site closure purposes, the sites residential parcels from the "Parks" parcel.

145. In March 2016, Williams caused its attorneys to email DERM a proposal that Williams and the HOA co-apply for a variance relieving Williams from the restrictive covenant requirement. In June 2017, at Williams's and possibly other Defendants' request, the HOA amended its "Aventura Isles Master Homeowners' Association, Inc. Rules and Procedures" (hereinafter "Rules & Procedures"), without either proper notice to Plaintiffs or other purchasers, and without a statutorily required vote. This was an attempt by the Developer to substitute these new, secretly and improperly adopted Rules & Procedures for the restrictive covenant required pursuant to Miami-Dade County Code section 24-44(2)(k)(ii)(6) in order to obtain a Site Closure.

146. Subsequently, in July 2018 Williams and the HOA, co-petitioned Miami-Dade County's Environmental Quality Control Board (hereinafter "EQCB")—the body that considers deviations from environmental regulations—for a variance (hereinafter "Variance"). They

proposed that the revised Rules & Procedures serve as an institutional control in place of the otherwise mandatory restricted covenant, and requested from the EQCB an order, containing a legal description of all parcels, that Williams proposed to record along with the revised Rules & Procedures, which purportedly would serve to give notice to future purchasers and renters. The EQCB granted the Variance petition.<sup>2</sup>

147. The EQCB did not issue its Order until nine-months later, April 19, 2019, attaching a list of all the individual parcels affected. The Order described the contamination on the site, and enumerated the various engineering and institutional controls on the residential properties, as well as the ongoing inspection and maintenance obligations, as described above. Defendants caused this Order to be recorded on April 30, 2019. This act gave “notice” of the contamination and ongoing regulatory controls, and currently appears on the title to individual parcels, including Plaintiffs. Defendants subsequently caused to be recorded a “Corrected Order” on May 23, 2019; and a “2<sup>nd</sup> Corrected Order” on June 19, 2019. The “2<sup>nd</sup> Corrected Board Order” is attached hereto as **Exhibit J**.

148. On June 21, 2019, DERM approved a Site Closure on the residential parcels, (but not the Parks Parcel), subject to the terms of the EQCB Order and a ten-year Risk Based Corrective Action permit.

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<sup>2</sup> As part of the approval, the HOA was required to mail Homeowners these revised Rules & Regulations, which it did on December 6, 2018. However, this mailing included a letter that obscured what had changed in the rules and failed to mention the title would be clouded after the EQCB Order was recorded.

**B. EQCB Approved the Variance on the Basis of Misrepresentations Made by Williams at the Variance Hearing**

149. The EQCB's approval of the variance was predicated on Williams's representation to DERM and the EQCB that Williams would remain the responsible party for the remediation of groundwater through its retained ownership of the Parks Parcel.

150. Williams presented and defended its Variance petition at a DERM hearing held on July 12, 2018. Williams's counsel represented to the EQCB that: "Williams Island Ventures, LLC, still retains ownership over Aventura Isles' common area elements including roadways, and passive and active parks that surround the petition area, and is therefore responsible for addressing any groundwater contamination that may migrate beyond the site boundaries and is pursuing closure for the parcels it owns separate from this variance request."

151. Williams's representation was not accurate.

152. Six months earlier, in January 2018, the HOA had accepted from Williams certain contaminated parcels identified as identified as Tracts C, D, E, F, G, I, and J (hereinafter "Common Elements Parcels") by quitclaim deed dated January 26, 2018 (recorded January 29, 2018 in the Official Records Book 30845, Page 27994). Williams knew of the unmitigated groundwater and soil contamination on these tracts, yet provided no notice to Plaintiffs of this intended and executed transfer.

153. In connection with this quitclaim deed, the HOA and Williams signed a document (hereinafter "2018 Indemnification") that purported to release and indemnify Williams, Neil Eisner personally, Crystalline Capital LLC (hereinafter "Crystalline") (a company wholly owned

by Neil Eisner), Encore Housing Opportunity Fund, LLLP (hereinafter “Encore LLLP”),<sup>3</sup> and all of their officers, members, partners, and “related parties,”— from any and all causes of action related to the Development, its defects, and the Common Elements Parcels. The 2018 Indemnification is invalid and void because the HOA had no capacity or authority to enter it, because it is unsupported by consideration, because it violates the public policy of the State of Florida, and because it is substantively and procedurally unconscionable. Plaintiffs received no notice of the 2018 Indemnification.

154. In May 2019, the HOA accepted from Williams several more contaminated tracts identified as Tracts A, B, and H (hereinafter “Parks Parcels”). The HOA and Williams knew of the unmitigated groundwater and soil contamination on these tracts, yet provided no notice to Plaintiffs or DERM of this intended and executed transfer.

155. In connection with this quitclaim deed, HOA and Williams signed a document (hereinafter “2019 Indemnification”) that purported to release and indemnify Williams, Eisner personally, Crystalline, Defendant Encore Housing Opportunity Fund, LP (hereinafter “Fund”), and all of their officers, members, partners, and “related parties,” from any and all causes of action related to the Development, its defects, and the Parks Parcels. Moreover, the 2019 Indemnification purported to release these aforementioned companies and individuals from any “pending and/or future claims by DERM and any other governmental entity related to the Park [Parcels] and/or any other property within” the Development, as well as any claim relating to “the Environmental

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<sup>3</sup> While it is currently unknown what role, if any, Crystalline and Encore LLLP performed in the fraudulent scheme and RICO enterprise, Plaintiffs reserve the right to add Crystalline and Encore LLLP as Defendants in this action.

Contamination and any matter related thereto.” The 2019 Indemnification is invalid and void because the HOA had no capacity or authority to enter it, because it is unsupported by consideration, because it violates the public policy of the State of Florida, and because it is substantively and procedurally unconscionable. Plaintiffs received no notice of the 2019 Indemnification.

**C. The Contamination at Aventura Isles Is Ongoing**

156. While the ownership of tracts at the Development and the configuration of the land have changed in the last decade, one thing has remained constant: Aventura Isles is still contaminated. In addition, the groundwater contamination, especially at the neighboring townhomes and condominiums to the north, has gotten worse.

157. The current state of the soil contamination is uncertain in an alarming way. Multiple and successive engineering firms have measured the pollution at Aventura Isles, starting as early as 2003: Evans, Empire, Bates, AWSE, and Geosyntec. While testing for different contaminants at various times, all have found widespread contamination. But soil testing halted in 2013, after execution of the soil blending program authored by Dawn Bates at Bates & Associates. There is good reason to fear soil contamination in excess of acceptable levels. First, the blended soil that Defendants used for the two-foot cap on all unpaved sections of the Property, including in Plaintiffs’ front, back and rear yards, is on information and belief, actually contaminated with dieldrin above Miami-Dade County Soil Clean-up Target Levels. Second, no test has ever been performed to analyze the efficacy of Bates & Associates’ soil-blending plan or the current levels of soil contamination in and around the Homes. Third, the engineer-of-record (Steven Irminger) who supposedly signed off on the soil blending plan, on information and belief,

never visited the site or communicated with DERM regarding the plan. Finally, as set forth in the compilation spreadsheet and table attached as **Exhibit K** the “post-blended soil” taken from the Interim Soil Management Plan and Implementation Report, dated February 26, 2014; and the Table prepared by AWSE dated July 31, 2015 indicate that dieldrin contamination above the Miami-Dade County Soil Cleanup Target Level is near ubiquitous in the two foot of blended soil used as an engineering cap, including the cap used on Plaintiffs’ lots.

**D. Defendants’ Fraud Causes Substantial Damages to the Value of Plaintiffs’ Property, and Other Harms**

158. Defendants’ blatant and purposeful lack of disclosure has substantially and materially affected the use, value, and marketability of Plaintiffs’ Properties, has limited their ownership interests, and has caused them severe harm — and will continue to cause them harm as the contamination and wrongdoing become known. Plaintiffs are now obligated under the same Florida law that Defendants blatantly ignored, to disclose the soil and groundwater contamination, as well as the fact of the ongoing remediation of the Parks Parcel for which the HOA is now responsible, to any potential buyers, *see Johnson v. Davis*, 480 So. 2d 625, thus having a severely negative impact on the use, value, and marketability of their Properties. Moreover, the addition of the Board Order now appearing on Plaintiffs’ title, will now have the same severe negative impact on the use, value, and marketability of Plaintiffs’ and Owners’ Properties as if they had obtained a restrictive covenant 10 years ago.

159. Defendants’ silence, concealment, and willful lack of disclosure did not give Plaintiffs an opportunity to consider the contaminated soil and groundwater, the active remediation of the soil and groundwater or its negative impact of these facts, prior to their purchase of the Property.

**COUNT I: JOHNSON V. DAVIS VIOLATION**

**(Against Defendants Williams, Encore, Falcone, Eisner, Avila, and Arcaro)**

160. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

161. Defendants subdivided, developed, marketed, built, and sold Homes located in Aventura Isles to Plaintiffs.

162. As more fully alleged elsewhere herein, Defendants knew about the Negative Consequences and Information (including that the soil and groundwater at the Development were contaminated; and that Plaintiffs would be responsible for future environmental cleanup and other remediation expenses).

163. The contamination and other Negative Consequences and Information were not readily observable to Plaintiffs, or known to them.

164. Defendants had a duty to disclose all Negative Consequences and Information materially affecting the value of the Homes that was not readily observable to Plaintiffs and not known to them pursuant to the standards and duties established by the Florida Supreme Court in *Johnson v. Davis*, 480 So. 2d 625.

165. Defendants breached their *Johnson v. Davis* duty of disclosure by not disclosing the contamination and other Negative Consequences and Information to Plaintiffs at any time prior to their Home purchases.

166. As a direct and proximate result of Defendants' failure to disclose the contamination and other Negative Consequences and Information, Plaintiffs were damaged in an amount to be determined at trial. Plaintiffs are entitled to all resulting economic damages,

including the difference between the purchase prices and the actual value of the Homes, if any, and also any environmental remediation costs that Plaintiffs bear.

**COUNT II: NEGLIGENT FAILURE TO DISCLOSE**

**(Against Defendants Williams, Encore, Falcone, Eisner, Avila and Arcaro)**

167. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

168. Defendants knew of the contamination and other Negative Consequences and Information and, thus, had a duty to disclose it to Plaintiffs under *Johnson v. Davis*, 480 So. 2d 625.

169. If Defendants' failure to disclose the contamination and other Negative Consequences and Information was not deliberate, Plaintiffs plead in the alternative that Defendants were negligent in their failure to comply with their duty to disclose the Negative Consequences and Information.

170. As a direct and proximate result of Defendants' negligent failure to disclose the contamination and other Negative Consequences and Information, Plaintiffs were damaged in an amount to be determined at trial. Plaintiffs are entitled to all resulting economic damages, including the difference between the purchase prices and the actuals value of the Homes, if any, and any environmental remediation costs that Plaintiffs will bear.

**COUNT III: FRAUDULENT CONCEALMENT AND INDUCEMENT**

**(Against Defendants Williams, Encore, Falcone, Eisner, Avila, and Arcaro)**

171. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

172. Defendants knew or should have known that they were required under *Johnson v. Davis*, 480 So. 2d 625, to disclose the contamination and other Negative Consequences and Information to Plaintiffs prior to selling Homes to them.

173. Plaintiffs did not know about the contamination or other Negative Consequences and Information when they purchased their Homes.

174. Defendants did not disclose or fraudulently concealed the contamination or other Negative Consequences and Information.

175. Defendants knew that their failure to disclose the contamination and other Negative Consequences and Information would induce Plaintiffs to act differently than they would have acted had they known the Negative Consequences and Information.

176. Had Plaintiffs known of the contamination and other Negative Consequences and Information, they would not have behaved in the same way.

177. As a direct and proximate result of Defendants' fraudulent failure to disclose the contamination and other Negative Consequences and Information, Plaintiffs were damaged in an amount to be determined at trial. Plaintiffs are entitled to all resulting economic damages, including the difference between the purchase prices and the actual value of the Homes, if any, and also any environmental remediation costs that Plaintiffs will bear.

**COUNT IV: CONSPIRACY TO DEFRAUD BY FRAUDULENT CONCEALMENT**

**(Against Defendants Williams, Encore, Falcone, Eisner, Avila, and Arcaro)**

178. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

179. Defendants agreed and acted in concert to sell the Homes to Plaintiffs by unlawful means, namely while fraudulently concealing the contamination and other Negative Consequences and Information, which they were required to disclose under *Johnson v. Davis*, 480 So. 2d 625.

180. The purpose of the conspiracy was to sell Homes that Plaintiffs would not have otherwise purchased, or would have purchased at a lower purchase price.

181. Defendant Arcaro committed the overt acts in furtherance of the conspiracy alleged elsewhere herein, including in her capacity as the in-house sales agent for Williams, overseeing all marketing and sales efforts of the Homes. Arcaro, a Florida licensed Real Estate Sales Agent, took active part in the Scheme to Defraud by concealing the contamination and title issues from Plaintiffs during sales presentations and home tours despite her actual knowledge of the contamination on site and the attendant title issues and her statutory duties of disclosure. Fl. Stat. § 475.278. She also assisted in concealing the title issues and contamination from Plaintiffs when she, as a developer-appointed HOA director, approved amendments to the Declaration in April 2015 that did not mention the contamination and related issues.

182. Defendants Williams committed the overt acts in furtherance of the conspiracy alleged elsewhere herein, including by selling Homes to Plaintiffs.

183. Defendant Encore committed the overt acts in furtherance of the conspiracy alleged elsewhere herein, including by publishing advertisements that failed to disclose the contamination and other Negative Consequences and Information.

184. Defendant Falcone committed overt acts in furtherance of the conspiracy as alleged elsewhere herein, including directing and controlling Williams and Encore. Falcone committed overt acts in furtherance of the conspiracy by alleged elsewhere herein, including directing and

controlling Williams and Encore. On June 30, 2010, Arthur Falcone, in his capacity as the ultimate managing member of WI 825 Partners signed a Special Warranty Deed conveying the Development site to Defendant Williams, and caused said Special Warranty Deed to be mailed to the Miami-Dade County Clerk, as well as returned via mail to Williams's law firm following recording. On or about February 27, 2012, Arthur Falcone signed as Managing Member of Williams, a Permit Application with Miami-Dade County Department of Environmental Resources Management (DERM) for construction of the drainage system for the Development, and caused said Permit Application to be mailed to DERM. In addition, Falcone acted directly to help conceal the contamination and environmental remediation issues by certifying to purchases of bonds for the Development's Community Development District as follows in the Final Offering Memorandum without even mentioning the contamination and DERM remediation issues:

[A]ll government permits and approvals required in connection with the construction of the Development as described in the Limited Offering Memorandum, other than certain permits and approvals, which permits and approvals are expected to be received as needed, have been received. . . . [W]e are not aware of any default of any zoning condition, land use permit or development agreement which would adversely affect the Developer's ability to complete development of the Development as described in the Limited Offering Memorandum. . . . and we are not otherwise aware of any reason to believe that any permits, approvals, consents and licenses required to complete the Development as described in the Limited Offering Memorandum will not be obtained in due course as required by the Developer.

185. Defendant Neil Eisner committed overt acts in furtherance of the conspiracy as alleged elsewhere herein, including by signing and causing to be mailed all or most closing documents on behalf of Williams, including most HUD-1 Settlement Statements, Deeds, as well as affidavits in which he swore under penalty of perjury, among other things, that the Homes were "free and clear of all . . . encumbrances and claims of every kind, nature and description of record whatsoever . . ." and further that "There have been no documents recorded in the Public Records

of Miami-Dade County, Florida . . . which affect title to the Property.” In so averring, Neil Eisner sought to conceal the contamination and the forthcoming Institutional and Engineering Controls.

186. Defendant Avila committed overt acts in furtherance of the conspiracy by alleged elsewhere herein, including by controlling Williams and Encore and directing their efforts with the benefit of his experience in distressed real estate assets. On or about June 22, 2010, Avila caused to be faxed, Williams’ Application By Foreign Limited Liability Company For Authorization To Transact Business In Florida to the Florida Secretary of State.

187. As a direct and proximate result of Defendants’ conspiracy to fraudulently conceal the Negative Consequences and Information and thereby fraudulently induce Home sales, Plaintiffs were damaged in an amount to be determined at trial. Plaintiffs are entitled to all resulting economic damages, including the difference between the purchase prices and the actuals value of the Homes, if any, and also any environmental remediation costs that Plaintiffs will bear.

**COUNT V: VIOLATION OF FLORIDA RICO ACT**

**(Fla. Stat. § 895.03(3))**

**(Against All Developer Defendants)**

188. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

189. At all relevant times, there existed an “enterprise” within the meaning of Fla. Stat. § 895.02 that consisted of entities and individuals who associated together for the common purpose of perpetrating the Scheme to Defraud and other wrongful conduct alleged herein. This associated-in-fact enterprise, which operated as an ongoing organization and a continuing unit, consisted of Defendants Williams, Encore, Falcone, Eisner, Avila, Feather, and Arcaro, and unnamed members

of the RICO Enterprises Valle, Reiter, Jason Eisner and Dawn Bates (collectively, “Associated-in-Fact Enterprise”).

190. In addition, and alternatively, Defendants Falcone, Neil Eisner, and/or Avila formed Williams and Encore as the enterprises through which they perpetrated the Scheme to Defraud alleged herein together with Feather, Arcaro, Valle, Reiter, Jason Eisner and Dawn Bates.

191. Defendants Williams, Encore, Falcone, Neil Eisner, Avila, Feather, Valle, Reiter, Arcaro, Jason Eisner, are “persons” within the meaning of Fl. Stat. § 895.03(3) and distinct from the RICO Enterprises they formed and operated with the other members of the enterprise to perpetrate the Scheme to Defraud and other wrongdoing alleged in this Complaint. Defendants are also distinct from the two other enterprises, Williams and Encore.

192. Members of the Associated-in-Fact Enterprise, and the two other enterprises (collectively, “RICO Enterprises”), conducted them on an ongoing basis since 2010 when the Defendants having supposedly abandoned their development plans due to contamination, transferred the project from WI 825 Partners to Williams for the purpose of developing it under a different name — while concealing the environmental contamination and other Negative Information and Consequences. The RICO Enterprises have continued operating to the present, with notable conduct including but not limited to the following:

- (a) Slow-walking the DERM remediation process to avoid having to record a restrictive covenant that would have put Plaintiffs on notice of the contamination and other Negative Information and Consequences;
- (b) Repeatedly misrepresenting to DERM over a period of years that they had disclosed contamination and other Negative Information and Consequences;

- (c) Selling and closing escrow on 653 Homes between 2012 and 2016 without disclosing the contamination and other Negative Information and Consequences;
- (d) Foisting their environmental liability on to Plaintiffs by transferring the Parks Parcels to the HOA.

193. Each member of the RICO Enterprises participated in the conduct of Enterprises by acting in furtherance of a common purpose and course of conduct. Through explicit and/or tacit agreements, Defendants and other members of the RICO Enterprises agreed to function and did function as a unit and according to specified roles. Among other things alleged herein:

- (a) Williams was the developer and seller of the Homes (in addition to being a RICO enterprise).
- (b) Encore published the advertising that concealed the contamination and other Negative Information and Consequences (in addition to being a RICO Enterprise).
- (c) Falcone, Neil Eisner and Avila agreed to manage the RICO Enterprises and direct the efforts of the other members of the RICO Enterprises.
- (d) In addition to directing the affairs of the RICO Enterprises, Eisner signed and caused to be mailed all or most closing documents on behalf of Williams, including the Hud-1 Settlement Statements, Deeds and Closing Affidavits described above, knowing of the contamination and DERM-imposed recording requirements, yet concealing these facts from Plaintiffs. He was also was a regular point of contact between DERM and Williams. He helped conceal from DERM that Williams was not providing proper notice to Plaintiffs.

- (e) In addition to directing the affairs of the RICO Enterprises, Falcone handled the certifications required in connection with the Development's Community Development District (in which he concealed the contamination as more fully alleged above). Further, on June 30, 2010, Arthur Falcone, in his capacity as the ultimate managing member of WI 825 Partners signed a Special Warranty Deed conveying the Development site to Defendant Williams, and caused said Special Warranty Deed to be mailed to the Miami-Dade County Clerk, as well as caused to return of the Special Warranty Deed via mail to Williams's law firm following recording. On or about February 27, 2012, Arthur Falcone signed as Managing Member of Williams, a Permit Application with Miami-Dade County Department of Environmental Resources Management (DERM) for construction of the drainage system for the Development, and caused said Permit Application to be mailed to DERM.
- (f) In addition to directing the affairs of the RICO Enterprises, Avila, on or about June 22, 2010, caused to be faxed, Williams' Application By Foreign Limited Liability Company For Authorization To Transact Business In Florida to the Florida Secretary of State, as well as caused to be returned a filed copy of said Application via fax or wire following filing.
- (g) Feather was project manager at Aventura Isles and, along with Neil Eisner and Valle, a regular point of contact between DERM and Williams. He assisted in concealing from DERM that Williams was not providing proper notice to Plaintiffs. He also assisted in concealing the title issues and contamination from Plaintiffs and Purchasers in his role as an HOA board member from approximately 2013 to 2015,

where he served as a Williams appointee. Among other things alleged herein, he approved the amendments to the Declaration in April 2015 that did not mention the contamination and related issues.

- (h) Arcaro was Williams's in-house sales agent. She assisted the fraud by concealing the contamination and title issues from Plaintiffs and Purchasers during sales presentations and home tours despite her actual knowledge of the contamination on site and the attendant title issues and her statutory duties of disclosure. Fl. Stat. § 475.278. She also assisted in concealing the title issues and contamination from Plaintiffs and Purchasers in her role as an HOA board member from approximately 2013 to 2015, where she served as a Williams appointee. Among other things alleged herein, she approved the amendments to the Declaration in April 2015 that did not mention the contamination and related issues.
- (i) Valle was operations manager for Williams. In this position, he was responsible for interaction between Williams and County regulatory agencies for the Development. He was copied on most communications between DERM and Williams, and in this capacity assisted in misleading the County as to the extent of disclosure to Plaintiffs regarding contamination and title issues at the Development. He also served on the HOA as a representative of Williams, where he concealed from Homeowners the extent of contamination and title issues at the Development, including through the amendments to the Declaration in April 2015 that did not mention the contamination and related issues.
- (j) In his capacity as Williams's Director of Land Development at Aventura Isles, Reiter participated in the interactions with DERM, including during the August 20,

2013, inspection at the Development at which Defendants misrepresented giving notice to Plaintiffs.

- (k) As Williams's preferred closing agent, and the closing agent for all or most transactions, Jason Eisner procured title insurance from Fidelity even though he knew (on information and belief) that title to the Homes would be encumbered by the engineering and institutional controls and other matters relating to the remediation process.
- (l) Dawn Bates communicated with DERM and fashioned the soil blending plan and other engineering work without the required engineering license. For example, during a site inspection on August 20, 2013, Bates misrepresented to a DERM representative that purchasers were being provided notice of the contamination.

194. Members of the RICO Enterprises, including each of the Defendants, directly or indirectly, conducted or participated in the affairs of the enterprise through a pattern of racketeering activity that included, but is not limited to, mail and wire fraud. 18 U.S.C. §§ 1341, 1343. They used the mail and wires in furtherance of the Scheme to Defraud in which they, among other things alleged herein:

- (a) Over a period of many years, beginning in or about 2010 and continuing until 2019, Falcone, Neil Eisner, and Avila caused numerous mailings and emails to be sent to and from DERM, Williams, Bates & Associates and Jason Eisner. These include, but are not limited to the following: correspondence on September 14, 2011 (mailed letter requesting extension of time to submit a Site Assessment Report); October 10, 2011 (mailed letter from Bates proposing discussion over new soil plan);

February 2, 2012 (mailed copy of Soil Management and Blending Plan prepared by Bates & Associates for DERM on behalf of Williams); September 24, 2012 through June 2013 (mailed copies of weekly soil analyses from Bates & Associates pursuant to the Soil Management and Blending Plan submitted to DERM); September 9, 2014 (emails from Dawn Bates to DERM regarding engineering-control liners to surround trees); April 13, 2015 (mailed letter from Feather to DERM reporting inability to contact Bates and asking for extension on reporting); June 24, 2015 (email from Dokken to DERM regarding a Home owner desiring to install a pool below the 2-foot soil cap); March 3, 2016 (email from Williams' attorneys to DERM proposing an alternative to recording a covenant and acknowledging that no covenant was ever recorded); June 15, 2016 (email from Dokken to DERM regarding installation of monitoring wells at the Development); November 30, 2016 (email from Williams' attorneys to DERM regarding current Home owners and alternatives to recording negative covenants); May 31, 2017 (email from Geosyntec on behalf of Williams to DERM regarding groundwater monitoring proposal); February 28, 2018 (email from Thomas Robertson on behalf of HOA and Williams to DERM regarding "notice" provided to Homeowners regarding amendments to HOA rules on June 29, 2017); December 10, 2018 (email from Williams's attorneys to DERM regarding amendments to HOA Rules and Regulations and DERM approval, as well as notice to Homeowners); and April 4, 2019 (email from Williams's attorneys to DERM regarding site-closure of HOA parcels).

- (b) Falcone, Neil Eisner, Avila and Arcaro caused Encore to distribute Marketing Materials by email and the mail between approximately June 2012 and mid 2016,

advertising Homes for sale at Aventura Isles. These mailings and emails include but are not limited to those set forth in **Exhibit F**.

- (c) Falcone, Neil Eisner, Avila and Arcaro caused Williams and/or Encore to distribute Press releases by email and mail sent by Defendants to local Miami-Dade newspapers through mail and electronically through faxes and emails on or around August 2012, in advance of a public relations event at Aventura Isles to announce the beginning of sales at Aventura Isles, including materials circulated to the Miami Herald in advance of an article published on August 10, 2012 (“Land Development, Construction Under Way at Aventura Isles.”)
- (d) In connection with the sale of each Home between approximately 2013 and 2016, including to Plaintiffs, Falcone, Neil Eisner, Avila, Arcaro, Williams, and Jason Eisner caused mailings and emails of purchase contracts, disclosures, title reports, mortgages, deeds, and title documents, as well as monetary wires.
- (e) Between approximately 2017 and 2019, Falcone, Neil Eisner, Avila, and Williams caused emails and letters to be exchanged between the HOA, Williams, their joint attorneys and DERM related to changes to the HOA Rules and Regulations to implement the engineering and environmental controls. For example, the amendments to the Rules and Regulations were sent by Certified Mail by the Williams and the HOA to all Homeowners on December 6, 2018.
- (f) Falcone, Neil Eisner, Avila, and Williams caused Quitclaim deeds to the Common Elements and Parks Parcels to be mailed to the Miami-Dade County Recorder January 2018 and May 2019.

195. In addition, the Scheme to Defraud itself constitutes the predicate act of cheating within the meaning of Fla. Stat. §§ 817.29, which is “gross fraud” or “cheat” at common law, through their fraudulent concealment of the contamination and other Negative Information and Consequences.

196. Defendants and other members of the RICO Enterprises perpetrated this Scheme to Defraud with the specific intent to deceive and/or defraud Plaintiffs, and did deceive and/or defraud Plaintiffs.

197. Without concealing the contamination and the other Negative Information and Consequences, Defendants would not have been able to sell the Homes at the price listed, or at all. And without the wrongful conduct of Defendants, the Enterprise could not have operated as long as it did, covering up the fraud being perpetrated on Purchasers.

198. Plaintiffs have suffered damages as a result of Defendants’ conduct of the RICO enterprises through pattern of racketeering activity. Accordingly, the Plaintiffs seek damages from Defendants, including treble damages as allowed by law.

**COUNT VI: CONSPIRACY TO VIOLATE FLORIDA RICO ACT**

**(Fla. Stat. § 895.03(4))**

**(Against All Developer Defendants)**

199. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

200. In violation of Fla. Stat. § 895.03(4), members of the RICO Enterprises, and each of them, by their words and/or actions, objectively manifested an agreement to participate, directly

and/or indirectly, in the Scheme to Defraud and the RICO enterprises alleged in this Complaint and thereby conspired with one another to commit the misconduct alleged in this Complaint.

201. Members of the RICO Enterprises, and each of them, by their words and/or actions, objectively manifested an agreement on the common purposes of this enterprise, which include but are not limited to:

- (a) Slow-walking the DERM remediation process to avoid having to record a restrictive covenant that would have put Plaintiffs on notice of the contamination and other Negative Information and Consequences;
- (b) Repeatedly misrepresenting to DERM over a period of years that they had disclosed contamination and other Negative Information and Consequences;
- (c) Selling 653 Homes between 2013 and 2016 without disclosing the contamination and other Negative Information and Consequences; and
- (d) Foisting their environmental liability on to Plaintiffs by transferring the Parks Parcels and Common Elements Parcels the HOA.

202. Further, Members of the RICO Enterprise, and each of them, by their words and/or actions, objectively manifested an agreement to perpetrate this Scheme to Defraud through predicate acts amounting to a pattern of racketeering activity. Defendants, and each of them, agreed to commit predicate crimes, aid and abet the commission of predicate crimes by other members of the RICO Enterprises, and/or that some members of the RICO Enterprises would commit the predicate acts for the benefit of all members and/or the RICO Enterprises.

203. Plaintiffs suffered harm and/or injury to their person or property as a direct and proximate result of the RICO Enterprises' wrongful conduct, including but not limited to damages

caused by inducing them to invest in the Program as opposed to a reasonable alternative investment. Under the provisions of Florida RICO, Plaintiffs are entitled to recover treble damages.

**COUNT IX: UNJUST ENRICHMENT**

**(Against the Fund Defendants)**

204. Plaintiffs hereby adopt and incorporate by reference the preceding and subsequent paragraphs as if fully set forth herein.

205. Plaintiffs have conferred a substantial benefit on the Fund Defendants by purchasing their Homes with funds that, on information and belief, were ultimately distributed by the other defendants to the Fund Defendants.

206. The Fund Defendants voluntarily accepted and, on information and belief, retained these benefits.

207. It would be inequitable given the Scheme to Defraud that Defendants perpetrated to allow the Fund Defendants to retain these benefits.

208. The Unjust Enrichment Fund Defendants should be compelled to disgorge to Plaintiffs all monies obtained by them as a result of the wrongful conduct alleged herein. A constructive trust should be imposed upon all such ill-gotten gains in order to prevent the unjust enrichment of the Fund Defendants, and each of them.

209. Further, because the Fund Defendants are controlled by Defendants Falcone, Neil Eisner, and Avila, who were the instigators and leaders of the Scheme Defraud alleged herein, the Fund Defendants also qualify as conscious wrongdoers and should be ordered to pay restitution according to the rules applicable to conscious wrongdoers.

**JURY DEMAND**

210. Plaintiffs hereby demand a trial by jury on all issues so triable.

**PRAYER FOR RELIEF**

WHEREFORE, Plaintiffs pray that this Court grant them relief and judgment against Defendants as follows:

- A. An award of damages, including, but not limited to the purchase price of the Homes, all closing and affiliated costs, upgrades purchased prior to closing, improvements made on the Homes after closing;
- B. An award of three times the amount of damages incurred—including but not limited to purchase price of the Homes, all closing and affiliated costs, upgrades purchased prior to closing, and improvements made on the Homes after closing—under Fla. Stat. § 772.104(1);
- C. An award of pre-and post-judgment interest on all damages as allowed by law;
- D. That Defendants disgorge their ill-gotten proceeds;
- E. That Plaintiffs recover their attorneys' fees, costs of investigation, and other costs as provided by law;
- F. An award of actual, consequential, and special damages that were proximately caused by the breaches of duty, including conspiracy and aiding and abetting;
- G. All such other and further legal and equitable relief as this Court finds just and proper.

Date: December 9, 2019

Respectfully submitted,

**/s/ Matthew W. Reiser**

Matthew W. Reiser, Esq. (FBN: 1015992)

Isabella Martinez, Esq. (FBN: 1015915)

**Reiser Law, p.c.**

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PH: (925)256-0400

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Fax: (407) 245-3346

[CTownsend@forthepeople.com](mailto:CTownsend@forthepeople.com)

[KMitnik@forthepeople.com](mailto:KMitnik@forthepeople.com)

**Marro Law, P.A.**

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Meaghan Marro, Esq. (FBN: 56132)

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Plantation, FL 33324

PH: (954)727-8215

Fax: (844)329-1476

[Marro.law@gmail.com](mailto:Marro.law@gmail.com)

# **EXHIBIT A**

M10 00000000 2806

Florida Department of State  
Division of Corporations  
Electronic Filing Cover Sheet

Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H10000145802 3)))



H100001458023ABCV

Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.

To: Division of Corporations  
Fax Number : (850) 617-6383

From: Account Name : STEARNS WEAVER MILLER WEISSLER ALHADEFF & SITTERSON  
Account Number : I20060000135  
Phone : (305) 789-3200  
Fax Number : (305) 789-3395

\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\*

Email Address: \_\_\_\_\_

RECEIVED  
10 JUN 22 PH 2:41  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Foreign Limited Liability Company  
WILLIAMS ISLAND VENTURES, LLC

Certificate of Status	0
Certified Copy	1
Page Count	03
Estimated Charge	\$155.00

FILED  
10 JUN 22 AM 8:54  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

Electronic Filing Menu Corporate Filing Menu

G. MCLEOD  
Help  
JUN 23 2010  
EXAMINER

APPLICATION BY FOREIGN LIMITED LIABILITY COMPANY FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 608.503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN LIMITED LIABILITY COMPANY TO TRANSACT BUSINESS IN THE STATE OF FLORIDA:

1. WILLIAMS ISLAND VENTURES, LLC (Name of Foreign Limited Liability Company; must include "Limited Liability Company," "L.L.C.," or "LLC.")

(If name unavailable, enter alternate name adopted for the purpose of transacting business in Florida and attach a copy of the written consent of the managers or managing members adopting the alternate name. The alternate name must include "Limited Liability Company," "L.L.C.," "LLC.")

2. DELAWARE (Jurisdiction under the law of which foreign limited liability company is organized) 3. (FEI number, if applicable)

4. 03/22/2010 (Date of Organization) 5. PERPETUAL (Duration: Year limited liability company will cease to exist or "perpetual")

6. (Date first transacted business in Florida, if prior to registration.) (See sections 608.501 & 608.502 F.S. to determine penalty liability)

7. 1951 NW 19th Street, Suite 200 Boca Raton, FL 33431 (Street Address of Principal Office)

8. If limited liability company is a manager-managed company, check here [ ]

9. The name and usual business addresses of the managing members or managers are as follows:

Williams Island Member, LLC 1951 NW 19th Street, Suite 200 Boca Raton, FL 33431

10. Attached is an original certificate of existence, no more than 90 days old, duly authenticated by the official having custody of records in the jurisdiction under the law of which it is organized. (A photocopy is not acceptable. If the certificate is in a foreign language, a translation of the certificate under oath of the translator must be submitted.)

11. Nature of business or purposes to be conducted or promoted in Florida: any and all lawful

business permitted in the State of Florida.

Signature of a member or an authorized representative of a member. (In accordance with section 608.408(3), F.S., the execution of this document constitutes an affirmation under the penalties of perjury that the facts stated herein are true.)

ANTHONY AVILA

Typed or printed name of signee

SECRETARY OF STATE TALLAHASSEE, FLORIDA

10 JUN 22 AM 8:54

FILED

**CERTIFICATE OF DESIGNATION OF REGISTERED AGENT/REGISTERED OFFICE**

PURSUANT TO THE PROVISIONS OF SECTION 608.415 or 608.507, FLORIDA STATUTES, THE UNDERSIGNED LIMITED LIABILITY COMPANY SUBMITS THE FOLLOWING STATEMENT TO DESIGNATE A REGISTERED OFFICE AND REGISTERED AGENT IN THE STATE OF FLORIDA.

1. The name of the Limited Liability Company is:

WILLIAMS ISLAND VENTURES, LLC

If unavailable, the alternate to be used in the state of Florida is:

2. The name and the Florida street address of the registered agent and office are:

K. TAYLOR WHITE

(Name)

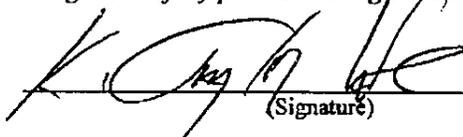
150 W. FLAGLER ST. SUITE 2200

Florida Street Address (P.O. Box NOT ACCEPTABLE)

MIAMI FL 33130

City/State/Zip

*Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 608, Florida Statutes.*

  
(Signature)

- \$ 100.00 Filing Fee for Application
- \$ 25.00 Designation of Registered Agent
- \$ 30.00 Certified Copy (optional)
- \$ 5.00 Certificate of Status (optional)

# Delaware

PAGE 1

*The First State*

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WILLIAMS ISLAND VENTURES, LLC" IS DULY FORMED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE EIGHTEENTH DAY OF JUNE, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE SAID "WILLIAMS ISLAND VENTURES, LLC" WAS FORMED ON THE TWENTY-SECOND DAY OF MARCH, A.D. 2010.

AND I DO HEREBY FURTHER CERTIFY THAT THE ANNUAL TAXES HAVE NOT BEEN ASSESSED TO DATE.

4802541 8300

100671788

You may verify this certificate online at [corp.delaware.gov/authver.shtml](http://corp.delaware.gov/authver.shtml)



*Jeffrey W. Bullock*  
Jeffrey W. Bullock, Secretary of State  
AUTHENTICATION: 8064037

DATE: 06-18-10

# **EXHIBIT B**

This Instrument was Prepared By,  
Record and Return To:

Marina I. Ross, Esq.  
Stearns Weaver Miller Weissler  
Alhadeff & Sitterson, P.A.  
150 West Flagler Street, Suite 2200  
Miami, Florida 33130

Property Appraiser Identification Nos:  
30-2206-000-0010  
30-2206-043-0010  
30-2206-043-0020  
30-2206-043-0030  
30-2206-043-0050

CFN 2010R0445348  
OR Bk 27340 Pgs 0070 - 78; (9pgs)  
RECORDED 07/01/2010 15:57:45  
DEED DOC TAX 102,000.00  
SURTAX 76,500.00  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

**SPECIAL WARRANTY DEED**

THIS SPECIAL WARRANTY DEED made this 30<sup>th</sup> day of June, 2010 between WI 825 PARTNERS, LLC, a Florida limited liability company (the "Grantor"), whose mailing address is 1951 N.W. 19th Street, Suite 200 Boca Raton, Florida 33431, and WILLIAMS ISLAND VENTURES, LLC, a Delaware limited liability company (the "Grantee"), whose mailing address is 1951 NW 19th Street, Suite 200, Boca Raton, Florida 33431.

**WITNESSETH:**

That Grantor, for and in consideration of the sum of TEN DOLLARS (\$ 10.00) and other good and valuable consideration, to Grantor in hand paid by Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell, alien, remise, transfer, release, convey and confirm unto Grantee and Grantee's successors, heirs and assigns the real property (the "Property") located in Miami-Dade County, Florida, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

SUBJECT ONLY TO the matters set forth in **Exhibit "B"** attached hereto and made a part hereof, without re-imposing any of the same.

TOGETHER with all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property,

TOGETHER with all building, fixtures and other improvements as presently located on the Property,

TOGETHER with all of the Grantor's right, title and interest in and to any existing or proposed streets, roadways, alleys and/or rights of way which are adjacent to the Property.

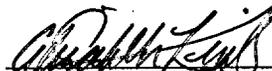
TO HAVE AND TO HOLD the same in fee simple forever.

37697.0110 #362549 v1

AND GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor does hereby specially warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed on the day and year first above written.

**WITNESSES:**

  
Print Name: Elizabeth Lintz

  
Print Name: E.M. Victoria Ippolito

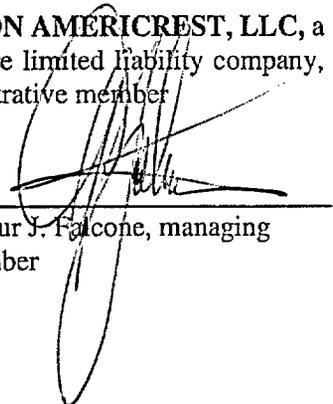
**GRANTOR:**

**WI 825 PARTNERS, LLC**, a Florida limited liability company

By: **AMERICREST HOMES, LLC**, a Delaware limited liability company, its sole member

By: **AMERICREST GROUP, LLC**, a Delaware limited liability company, its sole member

By: **FALCON AMERICREST, LLC**, a Delaware limited liability company, its administrative member

By:   
Arthur J. Falcone, managing member

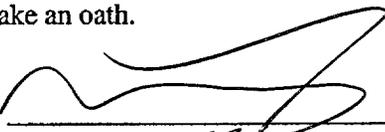
**ACKNOWLEDGMENT**

STATE OF Massachusetts )

COUNTY OF Suffolk )

The foregoing instrument was sworn to, subscribed, and acknowledged before me this 28<sup>th</sup> day of June, 2010, by Arthur J. Falcone, as managing member of Falcon Americrest, LLC, a Delaware limited liability company, as administrative member of Americrest Group, LLC, a Delaware limited liability company, as sole member of Americrest Homes, LLC, a Delaware limited liability company, as sole member of WI 825 PARTNERS, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or presented a Driver's license driver's license as identification and did not take an oath.

Notary Stamp/Seal:

Notary Signature:   
Notary Print: Zev D. Gewurz  
Notary Public, State of Massachusetts  
Commission No.: \_\_\_\_\_  
My Commission Expires: November 26, 2010



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

**PARCEL A:**

A portion of Section 6, Township 52 South, Range 42 East, together with a portion of Tract "A", "SKY LAKE CLUB HOUSE SITE", as recorded in Plat Book 103 at Page 51 of the Public Records of Miami-Dade County, Florida, all of the above lying and being in Miami-Dade County, Florida and being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run due South along the East line of the Northeast 1/4 of said Section 6 for 1784.78 feet to the Point of Beginning of the parcel of land hereinafter described; thence run due West for 330.00 feet; thence run South 80 degrees 54 minutes 08 seconds West for 299.35 feet to a Point of Curvature; thence run Southwesterly, Westerly and Northwesterly along a circular curve to the right, having a radius of 520.00 feet and a central angle of 51 degrees 35 minutes 52 seconds for an arc distance of 468.29 feet to a Point of Tangency; thence run North 47 degrees 30 minutes 00 seconds West for 260.63 feet; thence run South 84 degrees 19 minutes 13 seconds West for 127.48 feet; thence run North 47 degrees 30 minutes 00 seconds West for 85.00 feet; thence run North 76 degrees 30 minutes 00 seconds West for 305.43 feet; thence run South 74 degrees 30 minutes 00 seconds West for 100.00 feet; thence run North 61 degrees 58 minutes 08 seconds West for 137.93 feet; thence run South 74 degrees 30 minutes 00 seconds West for 136.12 feet to a Point of Curvature; thence Westerly, along a circular curve to the right having a radius of 1250 feet and a central angle of 24 degrees 04 minutes 46 seconds for an arc distance of 525.33 feet; thence South 42 degrees 41 minutes, 52 seconds West, for 26.51 feet; thence North 27 degrees 57 minutes 55 seconds West for 27.80 feet to a point on a curve; said point bearing South 10 degrees 01 minute 10 seconds West from the radius point of the next described curve; thence Northwesterly along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 55 degrees 28 minutes 00 seconds for an arc distance of 1210.09 feet; thence North 38 degrees 54 minutes 34 seconds West for 798.08 feet to a point on a curve; said point bearing South 1 degree 11 minutes 19 seconds East from the center point of the next described curve (said last mentioned two courses being coincident with the Southwesterly boundary of SKY LAKE GOLF CLUB as recorded in Plat Book 99 at Page 2 of the Public Records of Miami-Dade County, Florida); thence Westerly along a circular curve to the right having a radius of 2914.79 feet and a central angle of 3 degrees 08 minutes 19 seconds for an arc distance of 159.67 feet to a Point of Tangency; thence North 88 degrees 03 minutes 00 seconds West for 855.18 feet to a Point of Intersection with the West line of the Northwest 1/4 of said Section 6, said last described two courses being coincident with the Southerly Right-of-Way line of State Road No. 852, as shown on State of Florida State Road Department Right-of-Way Map, as recorded in Plat Book 88, at page 1 of the Public Records of Miami-Dade County, Florida; thence South 2 degrees 47 minutes 45 seconds West along the said West line of the Northwest 1/4 of Section 6, for 15.00 feet to the Northeast corner of Section 1, Township 52 South, Range 41 East; thence South 3 degrees 34 minutes 41 seconds West along the East line of the Northeast 1/4 of said Section 1, for 256.27 feet to a Point of Intersection with the Northeasterly Right-of-Way line of Snake Creek Canal; thence South 48 degrees 06 minutes 28 seconds East, along the said Northeasterly Right-of-Way line of Snake Creek Canal for 4903.57 feet; thence run North 51 degrees 42 minutes 10 seconds East for 25.37 feet; thence run South 48 degrees 06 minutes 28 seconds East, continuing along the said Northeasterly Right-of-Way line of Snake Creek Canal for 152.23 feet; thence run North 51 degrees 42 minutes 10 seconds East, along the Northwesterly Right-of-Way line of Seaboard Airline Railroad, for 1665.77 feet; thence run due North along the East line of the aforesaid Section 6 for 884.88 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

**LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

A portion of the Northeast 1/4 of Section 6, Township 52 South, Range 42 East, Miami- Dade County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 6 and run South along the East line of said Section 6 for a distance of 1784.78 feet to the Point of Beginning of the herein described parcel; thence continue along the last described course for a distance of 100.00 feet; thence run West, at right angles to the last described course, for a distance of 100.00 feet; thence run due North, at right angles to the last described course, for a distance of 100.00 feet; thence run East, at right angles to the last described course, for a distance of 100.00 feet to the Point of Beginning.

**ALSO LESS AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY:**

Begin at the intersection of the East line of the Northeast 1/4 of said Section 6, with the Northwesterly Right-of-Way line of the Seaboard Coast Line Railroad and run South 51 degrees 42 minutes 10 seconds West along the said Northwesterly Right-of-

Way line of Seaboard Coast Line Railroad for 400.00 feet; thence North 38 degrees 17 minutes 50 seconds West at right angles to the last described course for 130.00 feet; thence North 51 degrees 42 minutes 10 seconds East for 287.32 feet; thence North along a line West of and parallel with the East line of the Northeast 1/4 of said Section 6 for 49.69 feet; thence North 51 degrees 42 minutes 10 seconds East for 151.63 feet; thence East at right angles to the next described course for 50.00 feet; thence South along the East line of the Northeast 1/4 of said Section 6 for 175.85 feet to the Point of Beginning.

PARCEL B:

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly, along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 0 degrees 42 minutes 44 seconds for an arc distance of 14.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 7 degrees 33 minutes 08 seconds for an arc distance of 155.00 feet (last mentioned course being coincident with the Northerly boundary of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East for 251.78 feet to a point on a curve, said point bearing South 3 degrees 22 minutes 02 seconds East from the radius point of said curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 11 degrees 56 minutes 48 seconds for an arc distance of 260.64 feet; thence North 42 degrees 41 minutes 52 seconds East, for 59.54 feet; thence North 4 degrees 44 minutes 02 seconds West, for 106.72 feet; thence North 4 degrees 17 minutes 25 seconds East, for 102.80 feet to the Point of Beginning, lying and being in Miami- Dade County, Florida.

PARCEL C:

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Northwesterly corner of said Tract "A" (said Point of Commencement being on a curve and bearing South 12 degrees 35 minutes 28 seconds West, from the radius point of the next described curve); thence Easterly along the Northerly boundary of said Tract "A", along a circular curve to the left, having a radius of 1175.92 feet and a central angle of 8 degrees 15 minutes 52 seconds for an arc distance of 169.62 feet to the Point of Beginning of the following described parcel of land; thence continue Easterly, along said circular curve to the left, having a radius of 1175.92 feet and a central angle of 19 degrees 49 minutes 36 seconds for an arc distance of 406.91 feet (last mentioned course being coincident with the Northerly boundary line of said Tract "A"); thence South 15 degrees 30 minutes 00 seconds East radial to the last described curve line, for 210.00 feet; thence South 74 degrees 30 minutes 00 seconds West, at right angles to the last mentioned course, for 136.12 feet to a point of curve; thence Westerly, along a circular curve to the right, having a radius of 1250.00 feet and a central angle of 12 degrees 07 minutes 58 seconds for an arc distance of 264.70 feet to a point in a line drawn through the Point of Beginning and extending in a Southeasterly direction on a course of South 15 degrees 30 minutes 00 seconds East; thence North 15 degrees 30 minutes 00 seconds West, along such line drawn through the Point of Beginning, for a distance of 251.78 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL D:

A portion of Tract "A", SKY LAKE CLUB HOUSE SITE, according to the plat thereof, as recorded in Plat Book 103, at Page 51, of the Public Records of Miami-Dade County Florida, being more particularly described as follows:

Commence at the Northeast corner of Section 6, Township 52 South, Range 42 East; thence run due South, along the East line of the Northeast 1/4 of said Section 6 for 869.78 feet to a Point of Curvature; thence run Southwesterly,

Westerly, and Northwesterly, along a circular curve to the right having a radius of 650.00 feet and a central angle of 132 degrees 30 minutes 00 seconds, for an arc distance of 1503.16 feet; thence run South 42 degrees 30 minutes 00 seconds West radial to the last described curve for 30.00 feet to the Point of Beginning of the parcel of land hereinafter described, thence run North 47 degrees 30 minutes 00 seconds West for 170.00 feet to a Point of Curvature; thence run Westerly along a circular curve to the left having a radius of 620.00 feet and a central angle of 58 degrees 00 minutes 00 seconds, for an arc distance of 627.62 feet to a Point of Tangency; thence run South 74 degrees 30 minutes 00 seconds West for 200.00 feet; (the last mentioned three courses being coincident with Southerly Right-of-Way of Northeast 195th Street, Sky Lake Drive North, as shown on the Plat of Sky Lake North Rights-of-Way, as recorded in Plat Book 85, Page 16 of the Public Records of Miami-Dade County, Florida); thence run South 15 degrees 30 minutes 00 seconds East, at right angles to the last described course, for 210.00 feet; thence run South 61 degrees 58 minutes 08 seconds East for 137.93 feet; thence run North 74 degrees 30 minutes 00 seconds East for 100.00 feet; thence run South 76 degrees 30 minutes 00 seconds East for 305.43 feet; thence run South 47 degrees 30 minutes 00 seconds East for 85.00 feet; thence run North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence run North 42 degrees 30 minutes 00 seconds East for 210.00 feet to the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PORTION OF SAID TRACT "A":

Begin at the Eastern most corner of said Tract "A"; thence North 47 degrees 30 minutes 00 seconds West, for 170.00 feet to a Point of Curvature; thence Northwesterly, along a circular curve to the left, having a radius of 620.00 feet and a central angle of 26 degrees 30 minutes 00 seconds for an arc distance of 286.76 feet (last mentioned two courses being coincident with the Northerly boundary of said Tract "A"); thence South 16 degrees 00 minutes 00 seconds West, radial to the last described circular curve, for 13.00 feet; thence South 6 degrees 37 minutes 10 seconds East for 100.31 feet; thence South 38 degrees 23 minutes 40 seconds West for 96.00 feet; thence North 52 degrees 07 minutes 56 seconds West for 5.46 feet; thence South 36 degrees 07 minutes 04 seconds West, for 51.97 feet; thence South 13 degrees 30 minutes 00 seconds West, for 103.93 feet; thence South 76 degrees 30 minutes 00 seconds East, at right angles to the last mentioned course, for 157.09 feet; thence South 47 degrees 30 minutes 00 seconds, East, for 85.00 feet; thence North 84 degrees 19 minutes 13 seconds East for 127.48 feet; thence North 42 degrees 30 minutes 00 seconds East, for 210.00 feet to the Point of Beginning (last mentioned four courses being coincident with the Southerly and Southeasterly boundary of said Tract "A"). Lying and being in Miami-Dade County, Florida.

**EXHIBIT "B"**  
**Permitted Exceptions**

1. General or special taxes and assessments required to be paid in the year 2010 and subsequent years.
2. Reservations in favor of the State of Florida, as set forth in the deed from Model Land Company; recorded in Deed Book 407, Page 317 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A.
3. Water Supply and Sanitary Sewage Easement recorded in Official Records Book 6983, Page 333. (As to Parcel A and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A)
4. Easement in favor of Miami-Dade County Water and Sewer Authority, recorded April 16, 1974, in Official Records Book 8650, Page 1426. (As to Parcel A and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A )
5. Easement in favor of Florida Power & Light Company recorded June 18, 1977, in Official Records Book 9561 Page 1757 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A
6. Easement in favor of Miami-Dade Water and Sewer Authority recorded May 17, 1984, in Official Records Book 12149, Page 1165 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A.
7. Restrictions, conditions, dedications, easements, and other matters contained on the Plat Of Sky Lake Club House, recorded in Plat Book 103, Page 51 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A.
8. Easement in favor of Dade Utilities, Inc., recorded March 31, 1983, in Official Records Book 11732, Page 1880 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A.
9. Terms, conditions, restrictions and obligations set forth in that Notice of Permit recorded in Official Record Book 17227, Page 2676 and in Permit referred to therein. (As to all Parcels)
10. Terms, conditions, covenants, restrictions and obligations, including provisions for easements and obligations to dedicate Public Parks and Recreational Facilities and for Fire Station or Fire Department Contribution, and obligations and charges in favor of the School Board of Miami-Dade County as set forth in those Declarations of Restrictions, recorded June 10, 2004 in Official Records Book 22385, Page 4177, and re-recorded July 28, 2004 in Official Record Book 22521 Page 1199; recorded August 3, 2004 in Official

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Records Book 22535, Page 909; recorded August 4, 2004 in Official Records Book 22543, Page 3503; and recorded August 10, 2004 in Official Records Book 22559, Page 1748, as supplemented and re-recorded in Official Records Book 22616, page 3568.

11. Easements granted in deed recorded in Official Records Book 11357, page 483 and shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A.
12. Matters shown on Survey by Schwebke-Shiskin & Associates, Inc., under File No. AJ-4434-A, dated June 11, 2003, last updated June 30, 2010.
13. Terms, conditions, covenants, restrictions, limitations and obligations to dedicate Public Parks and recreational facilities, and Fire Department contribution contained in Planned Area Development Agreement by WI 825 Partners, LLC, with Miami-Dade County, recorded March 31, 2006 in Official Records Book 24382, page 103.
14. Terms, conditions, covenants, restrictions, easement rights and charges set forth in Agreement for Water and Sanitary Sewage Facilities between Miami-Dade County and WI 825 Partners, LLC, recorded September 21, 2006 in Official Records Book 24931, page 4188, as amended in Official Records Book 25713, page 1096.
15. Terms, conditions and restrictions set forth in South Florida Water Management District Environmental Resource Permit Notice recorded August 9, 2007 in Official Records Book 25845, page 198.
16. Riparian and littoral rights are neither guaranteed nor insured in relation to Snake Creek Canal, formerly Little Snake Creek.
17. Terms, conditions, covenants, payments and obligations set forth in Deferred Purchase Price Covenant and Agreement by and between WICC Development, Inc., a Delaware corporation, (formerly known as WID, Inc.), and WI 825 Partners, LLC, a Florida limited liability company, dated October 15, 2004, recorded October 26, 2004 in Official Records Book 22766, page 2414, as modified by Payment Modification Agreement recorded in Official Records Book 26122, page 742, as assigned by WI 825 Partners, LLC to Transeastern Properties, Inc., a Florida corporation, in Official Records Book 23264, page 1276, as affected by Release of Payment Modification Agreement recorded in Official Records Book 26697, page 951, together with any promissory note(s) associated therewith.
18. Delinquent real estate taxes for the year 2009 under folio No. 3022060430050 and any delinquent tax certificate that may be issued therefor.
19. Delinquent real estate taxes for the year 2009 under folio No. 3022060000010 and any delinquent tax certificate that may be issued therefor.
20. Delinquent real estate taxes for the year 2009 under folio No. 3022060430010 and any delinquent tax certificate that may be issued therefor.

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21. Delinquent real estate taxes for the year 2009 under folio No. 3022060430020 and any delinquent tax certificate that may be issued therefor.
22. Delinquent real estate taxes for the year 2009 under folio No. 3022060430030 and any delinquent tax certificate that may be issued therefor.

# **EXHIBIT C**

### Dieldrin Spreadsheet

<b>DIELDRIN (CTL = .06)</b>	<b>AVERAGE OF</b>	<b>Multiple of</b>											
<b>Pile Number</b>	<b>PILES 1 - 10</b>	<b>CTL</b>	<b>Date Sampled</b>	<b>Grid 1</b>	<b>Grid 2</b>	<b>Grid 3</b>	<b>Grid 4</b>	<b>Grid 5</b>	<b>Grid 6</b>	<b>Grid 7</b>	<b>Grid 8</b>	<b>Grid 9</b>	<b>Grid 10</b>
<b>1</b>	7.66	128	7.13.2012	1.74	1.91	25	2.59	13	4.69	11	3.6	4.03	9.05
<b>2</b>	0.06	1	7.19.2012	0.19	0.035	0.115	0.035	0.035	0.035	0.035	0.035	0.035	0.035
<b>2A</b>	0.18	3	8.20.2012	0.24	0.124	0.225	0.113	0.066	0.214	0.193	0.177	0.284	0.126
<b>3</b>	1.04	17	7.19.2012	0.425	0.355	1.08	0.205	1.6	0.33	0.635	0.72	1.36	3.68
<b>3A</b>	4.894	82	8.8.2012	1.95	1.95	4.05	7.6	3.1	8.7	3.55	7.95	0.64	9.45
<b>3A1</b>	0.65	11	8.23.2012	0.41	0.955	0.65	0.675	0.66	0.69	0.995	0.55	0.484	0.425
<b>3B</b>	1.00	17	8.14.2012	0.921	0.611	0.727	0.795	1.34	1.37	1.3	1.01	0.933	1.04
<b>4</b>	3.77	63	7.26.2012	3.86	2.3	3.06	5.2	11.3	4.22	1.98	2.21	2.36	1.16
<b>5</b>	0.72	12	8.14.2012	0.79	0.721	0.282	0.644	0.643	0.652	0.843	0.823	0.845	0.976
<b>5A</b>	0.61	10	8.24.2012	0.826	0.267	0.481	0.676	0.929	0.562	0.467	0.837	0.478	0.562
<b>5B</b>	0.62	10	9.5.2012	0.208	0.202	0.263	2.44	0.905	1.53	0.217	0.097	0.06	0.262
<b>6</b>	2.46	41	8.17.2012	3.02	4.02	2.01	1.74	2.6	3.32	3.09	1.8	1.44	1.59
<b>6A</b>	0.71	12	9.7.2012	0.36	0.243	0.592	0.516	0.46	0.707	0.921	0.969	1.06	1.32
<b>6B</b>	1.02	17	9.10.2012	0.852	0.935	0.839	0.71	0.989	1.13	1.17	1.19	1.65	0.756
<b>7</b>	0.26	4	9.19.2012	0.035	0.113	0.135	0.294	0.445	0.176	1.02	0.065	0.159	0.121
<b>8</b>	0.40	7	9.24.2012	0.53	0.345	0.411	0.845	0.48	0.228	0.214	0.174	0.358	0.401
<b>9</b>	0.64	11	9.27.2012	0.565	2.32	0.752	0.488	0.573	0.575	0.357	0.268	0.209	0.292
<b>10</b>	0.55	9	9.28.2012	0.352	0.381	0.561	0.56	0.397	0.588	0.848	0.779	0.454	0.567
<b>11</b>	0.04	1	10.1.2012	0.035	0.04	0.035	0.035	0.035	0.035	0.035	0.042	0.035	0.035
<b>12</b>	0.30	5	10.3.2012	0.2	2	0.2	0.04	0.1	0.1	0.1	0.1	0.1	0.1
<b>13</b>	0.23	4	10.10.2012	0.3	0.3	0.4	0.2	0.2	0.2	0.2	0.2	0.1	0.2
<b>14</b>	0.25	4	10.12.2012	0.3	0.5	0.09	0.2	0.07	0.1	0.3	0.4	0.2	0.3
<b>15</b>	0.15	3	10.16.2012	0.2	0.1	0.2	0.2	0.1	0.2	0.2	0.1	0.04	0.2

<b>16</b>	1.93	32	10.17.2012	1.4	1.5	2.8	2.6	2.8	1.9	1.7	2.5	0.8	1.3
<b>17</b>	3.17	53	10.24.2012	11	0.6	0.3	0.2	0.4	12	4.6	0.3	1.3	1
<b>18</b>	0.41	7	10.30.2012	0.09	0.5	0.3	1.1	0.2	0.4	0.3	0.4	0.4	0.4
<b>19</b>	0.73	12	10.31.2012	0.3	0.04	0.7	1.6	0.9	0.8	0.4	0.8	0.9	0.9
<b>20</b>	0.38	6	11.2.2012	0.5	0.5	0.3	0.3	0.4	0.3	0.4	0.4	0.3	0.4
<b>21</b>	0.04	1	11.12.2012	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>22</b>	0.04	1	11.13.2012	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>23</b>	0.16	3	11.15.2012	0.07	0.2	0.2	0.2	0.2	0.2	0.1	0.1	0.1	0.2
<b>24</b>	0.30	5	11.16.2012	0.2	0.1	0.2	0.4	0.1	0.7	0.3	0.3	0.2	0.5
<b>25</b>	0.14	2	11.19.2012	0.04	0.04	0.04	0.3	0.1	0.04	0.2	0.3	0.2	0.1
<b>26</b>	0.26	4	11.26.2012	0.04	0.3	0.4	0.2	0.3	0.2	0.3	0.2	0.4	0.3
<b>27</b>	0.42	7	11.28.2012	0.5	0.5	1	0.5	0.5	0.2	0.2	0.3	0.2	0.3
<b>28</b>	0.25	4	11.29.2012	0.2	0.2	0.4	0.2	0.2	0.2	0.2	0.2	0.3	0.4
<b>29</b>	0.14	2	12.3.2012	0.08	0.08	0.1	0.1	0.1	0.1	0.07	0.2	0.2	0.4
<b>30</b>	0.49	8	12.4.2012	0.4	0.6	0.4	0.8	0.7	0.3	0.3	0.6	0.4	0.4
<b>31</b>	0.25	4	12.6.2012	0.2	0.5	0.06	0.2	0.2	0.2	0.2	0.3	0.2	0.4
<b>32</b>	0.70	12	12.11.2012	0.3	0.9	0.4	1.8	0.9	0.3	0.6	0.3	0.9	0.6
<b>33</b>	0.74	12	12.14.2012	0.5	0.4	0.5	1.3	0.7	0.8	1.5	0.5	0.4	0.8
<b>34</b>	1.25	21	12.17.2012	0.6	0.7	4.2	2.5	1.4	0.8	0.7	0.6	0.4	0.6
<b>35</b>	0.47	8	12.19.2012	0.3	0.6	0.2	0.7	0.2	0.5	0.4	0.3	0.8	0.7
<b>36</b>	0.56	9	12.19.2012	0.5	0.6	0.5	0.4	0.6	0.8	0.6	1	0.2	0.4
<b>37</b>	0.30	5	12.21.2012	0.4	0.5	0.3	0.4	0.3	0.3	0.2	0.04	0.3	0.3
<b>38</b>	0.54	9	12.28.2012	0.4	0.4	0.2	0.6	0.4	0.9	0.7	0.4	0.7	0.7
<b>39</b>	0.42	7	1.8.2013	1.1	0.4	0.1	0.2	0.3	0.1	0.3	0.4	0.8	0.5
<b>40</b>													
<b>41</b>	0.54	9	1.10.2013	0.2	0.6	0.4	0.5	0.2	0.04	1.5	1.1	0.3	0.6
<b>41b</b>	0.04	1	8.30.2013	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>42</b>	0.59	10	1.14.2013	0.05	0.3	2.2	0.08	0.5	1.4	0.3	0.3	0.07	0.7

43	0.34	6	1.16.2013	0.2	0.2	0.2	0.2	0.4	0.6	0.3	0.7	0.4	0.2
44	0.18	3	1.16.2013	0.2	0.2	0.1	0.2	0.3	0.1	0.1	0.3	0.1	0.2
45	0.36	6	1.22.2013	0.2	0.2	0.2	0.5	0.3	0.2	0.2	0.2	1.3	0.3
46	0.51	9	1.25.2013	0.3	1	0.6	0.2	0.5	0.5	0.7	0.6	0.3	0.4
47	1.10	18	1.25.2013	2.3	1.5	0.4	1	1.5	1.5	0.4	1	0.7	0.7
48	0.42	7	1.30.2013	0.3	0.3	0.2	0.5	0.3	0.5	0.8	0.4	0.5	0.4
49	0.86	14	2.4.2013	0.5	0.9	0.8	1.1	1.1	0.8	0.7	0.9	0.8	1
50	0.41	7	2.6.2013	0.2	0.1	0.2	0.2	0.9	0.7	0.2	0.3	0.6	0.7
51	0.27	5	2.11.2013	0.3	0.2	0.2	0.2	0.5	0.1	0.4	0.2	0.4	0.2
52	0.45	8	2.21.2013	0.5	0.5	0.4	0.6	0.5	0.4	0.5	0.4	0.3	0.4
53	0.30	5	2.21.2013	0.3	0.1	0.2	0.3	0.3	0.3	0.3	0.3	0.5	0.4
54	0.48	8	2.25.2013	0.5	0.4	0.4	0.7	0.4	0.4	0.4	0.7	0.5	0.4
55	0.88	15	3.4.2013	0.3	0.2	5.8	0.4	0.2	0.3	0.3	0.3	0.9	0.06
56	0.20	3	3.6.2013	0.2	0.2	0.2	0.1	0.1	0.3	0.1	0.2	0.3	0.3
57	0.40	7	3.6.2013	0.5	0.4	0.3	0.5	0.3	0.7	0.3	0.4	0.3	0.3
58	0.16	3	3.13.2013	0.04	0.2	0.1	0.2	0.2	0.2	0.09	0.2	0.2	0.2
59	0.72	12	3.18.2013	0.8	1	0.5	0.6	0.8	0.6	0.6	0.7	0.8	0.8
60	0.95	16	3.25.2013	0.9	1.5	1.4	0.4	0.5	0.4	1.1	1	1.3	1
61	0.74	12	3.29.2013	1.5	0.8	0.8	0.7	0.5	0.4	1	0.5	0.7	0.5
62	1.23	21	3.29.2013	1.5	0.8	1.3	1	1.1	1.7	2.2	0.6	1.2	0.9
63	0.28	5	4.3.2013	0.2	0.3	0.2	0.2	0.3	0.08	0.2	0.2	0.3	0.8
64	2.18	36	4.8.2013	1.2	1.1	4.4	2.4	2	1.8	1.1	1.3	5.4	1.1
65	0.62	10	4.12.2013	0.6	0.6	0.3	0.2	0.3	0.6	0.6	1.1	1	0.9
66	1.21	20	4.19.2013	0.5	1.5	0.6	0.9	0.6	1.8	1.5	1.5	1.3	1.9
67	0.88	15	4.24.2013	0.5	0.8	2	0.5	0.7	0.6	1.3	0.7	0.9	0.8
68	0.96	16	4.29.2013	0.5	0.9	0.6	0.7	0.8	2	0.9	1.1	1	1.1
69													

<b>70</b>													
<b>71</b>													
<b>72</b>													
<b>73</b>	0.31	5	5.6.2013	1.5	0.2	0.3	0.07	0.05	0.04	0.05	0.5	0.2	0.2
<b>74</b>	0.14	2	5.6.2013	0.4	0.2	0.04	0.06	0.06	0.08	0.08	0.3	0.06	0.08
<b>75</b>	0.23	4	5.23.2013	0.5	0.4	0.3	0.1	0.3	0.2	0.2	0.1	0.2	0.04
<b>76</b>	0.21	4	5.23.2013	0.5	0.1	0.2	0.04	0.2	0.2	0.2	0.2	0.3	0.2
<b>77</b>													
<b>78</b>													
<b>79</b>													
<b>80</b>	0.85	14	6.5.2013	1.1	1	0.04	2.3	0.5	0.8	0.6	0.4	0.4	1.4
<b>81</b>													
<b>82</b>	0.29	5	6.10.2013	0.3	0.3	0.3	0.2	0.3	0.1	0.3	0.5	0.3	0.3
<b>83</b>	0.30	5	6.11.2013	0.4	0.1	0.4	0.04	0.2	0.2	0.5	0.2	0.3	0.7
<b>84</b>	0.38	6	6.14.2013	0.4	0.2	0.5	0.6	0.5	0.3	0.3	0.3	0.4	0.3
<b>85</b>	0.69	12	6.21.2013	0.6	0.8	0.6	0.5	0.7	1.3	0.3	0.9	0.7	0.5
<b>86</b>	MISSING												
<b>87</b>	1.61	27	6.28.2013	1.4	1.4	1.7	1.2	2	2.2	1.3	1.6	1.5	1.8
<b>88</b>	MISSING												
<b>89</b>	0.28	5	7.12.2013	0.04	0.3	0.2	0.2	0.3	0.2	0.6	0.2	0.7	0.06
<b>90</b>	0.33	6	7.12.2013	0.4	0.4	0.3	0.1	0.2	0.5	0.1	0.4	0.5	0.4
<b>91</b>	0.41	7	7.12.2013	0.6	0.5	0.4	0.5	0.2	0.5	0.3	0.6	0.04	0.5
<b>92</b>	0.87	15	7.25.2013	0.8	0.6	1.2	0.7	0.9	1.3	1.7	0.6	0.4	0.5
<b>93</b>	0.18	3	8.2.2013	0.04	0.05	0.3	0.2	0.2	0.07	0.08	0.4	0.3	0.2
<b>94</b>	0.31	5	8.7.2013	0.2	0.2	0.4	0.4	0.1	0.2	0.4	0.4	0.4	0.4
<b>95</b>	0.31	5	8.7.2013	0.3	0.5	0.3	0.3	0.2	0.1	0.3	0.3	0.4	0.4
<b>96</b>	0.20	3	8.7.2013	0.2	0.3	0.3	0.2	0.3	0.2	0.3	0.04	0.04	0.09
<b>97</b>	0.93	16	8.8.2013	0.4	0.4	0.4	4.7	0.7	0.6	0.4	0.7	0.4	0.6

<b>98</b>	0.42	7	8.12.2013	0.4	0.6	0.3	0.3	0.8	0.4	0.4	0.2	0.5	0.3
<b>99</b>	0.04	1	8.19.2013	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>100</b>	0.04	1	8.19.2013	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>101</b>	0.04	1	8.22.2013	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>102</b>	0.04	1	8.22.2013	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04	0.04
<b>103</b>	0.53	9	8.29.2013	0.5	0.7	1.7	0.5	0.1	0.4	0.4	0.04	0.4	0.6
<b>104</b>	0.48	8	8.29.2013	0.3	0.6	0.5	0.5	0.3	0.5	0.4	0.4	0.5	0.8
<b>105</b>	0.32	5	9.13.2013	0.4	0.3	0.3	0.3	0.5	0.2	0.4	0.2	0.2	0.4
<b>106</b>	0.39	7	9.13.2013	0.2	0.6	0.3	0.5	0.5	0.3	0.4	0.2	0.4	0.5
<b>107</b>	0.62	10	9.10.2013	1	0.8	0.1	0.6	0.6	0.1	0.7	0.7	0.8	0.8
<b>108</b>	0.32	5	9.26.2013	0.3	0.4	0.3	0.2	0.04	0.5	0.6	0.5	0.04	0.3
<b>109</b>													
<b>110</b>	0.52	9	10.3.2013	0.8	0.5	0.6	0.5	0.5	0.3	0.3	0.6	0.7	0.4
<b>111</b>	0.54	9	10.9.2013	0.5	0.5	0.5	0.5	0.7	0.7	0.5	0.4	0.5	0.6
<b>112</b>	0.31	5	10.18.2013	0.6	0.2	0.5	0.4	0.2	0.3	0.2	0.4	0.3	0.04
<b>113</b>	0.45	8	10.22.2013	0.4	0.7	0.5	0.4	0.5	0.5	0.7	0.4	0.2	0.2
<b>114</b>	0.42	7	10.22.2013	0.7	0.4	0.3	0.3	0.5	0.4	0.5	0.4	0.4	0.3
<b>115</b>	0.38	6	10.23.2013	0.4	0.3	0.5	0.5	0.2	0.5	0.2	0.4	0.4	0.4
<b>116</b>	0.42	7	10.23.2013	0.7	0.3	0.6	0.3	0.4	0.5	0.5	0.4	0.4	0.07
<b>117</b>	0.30	5	10.24.2013	0.4	0.3	0.3	0.04	0.4	0.3	0.3	0.4	0.3	0.3
<b>118</b>	0.46	8	10.24.2013	0.4	0.3	0.4	0.6	0.5	0.7	0.5	0.4	0.4	0.4

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
1	Grid H16 and H17	Not blended	Moved below house pads at K24, L23-24. and M23 (below engineering control)	Non-structural material. Sampled on July 13, 2012 and failed for reuse below the water table and/or residential use.
2	Grid H18 and I18	Not blended	Remixed into Piles 2A, 2B, 7, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
3	Grid H 19 and I19	Not blended	Remixed into Piles 3A & 3B, 9, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
4	Grid G9, H9 and J19	Not blended	Moved to right of way at Grid E4 above the 2.0 NGDV (above the water table).	Non-structural material. Sampled on July 26, 2012 and failed for reuse below the water table and/or residential use.
3A	Pile 3	50/50*	Remixed into Pile 3A1 and Pile 8.	Sampled on August 8, 2012. Exceeded Direct Exposure Residential Cleanup Target Level (CTL).
3B	Pile 3	50/50*	Placed in berm. Grids P21, O21, O22, N22 and N23.	Sampled on August 14, 2012. Exceeded Direct Exposure Residential (CTL).
5	Grid G17, H18, H19, and I20	50/50	Remixed into Piles 5A, 5B, 8, 9 and 10.	Sampled on August 14, 2012. Exceed Direct Exposure Residential CTL.
6	Grid I20, I21 and I22	70/30	Remixed into Piles 6A and 6B.	Sampled on August 17, 2012. Exceed Direct Exposure Residential CTL.
2A	Pile 2	50/50*	Used for a berm cap in Grids P21, O21, O22, N22 and N23	Sampled on August 20, 2012. Below Direct Exposure CTLs with the exception of Grid 9. Grid 9 segregated and reblended into Pile 7.
3A1	Pile 3A	50/50*	Used for 2 feet of clean fill on top of berm in Grids P21, O21, O22, N22 and N23.	Sampled on August 23, 2012. Below Direct Exposure CTLs. Grid 5 segregated and remixed with Pile 6B.
5A	Pile 5	50/50*	Moved to house pads Grids H13, G13, G14 and G15 and 4	Sampled on August 24, 2012. Below the Direct Exposure CT., with the exception of Grid 2 and Grid 4. Grids 2 and 4 segregated and remixed into Pile 7.

			remix of Pile 7.	
5B	Pile 5	80/20*	Used to fill Lake 12 at grids J16 and J17.	Sampled on September 6, 2012. Exceeded Direct Exposure Residential CTL. Ran SPLP on all Grids, results below GCTL.
6A	Pile 6	80/20*	Used to fill existing Lake 9 at Grid H12	Sampled on September 10, 2012. Below Direct Exposure Residential CTL, except for Grids 4, 6, and 7. Ran SPLP on Grids 4, 6 and 7. Returned results below GCTL.
6B	Pile 6 and Pile 3A1 grid 5.	70/30*	Used to fill Lake 12. Grid K17. Grids J16 & J17	Sampled on September 10, 2012. Below Direct Exposure Residential CTL, except for Grids 1, 3, and 5-10. Ran SPLP on Grids 1, 3, and 5-10.. SPLP results below GCTL.
NSM	Grids A4, B4, C2, C3, C4, D3, D4, E4, E5, E6, F5, F6, F7 and G7	Not Blended	Moved to berm at Grids P21, O21, O22, N22, and N23.	
7	Pile 2 and 5A	70/30*	Used below road at Grid B4 and used to fill existing Lake 17 at Grids J23 and K23.	Sampled on September 19, 2012. All results below Direct Exposure CTL.
8	Pile 3A & 5	70/30*	Used to fill Lake 11 at Grid K14 and road at F6.	Sampled on September 24, 2012. All results below Direct Exposure CTL, except Grid 5. Ran SPLP on Grid 5. SPLP results below GCTL.
9	Remix of Remaining Soil from Pile 3 and Pile 5	70/30*	Used to fill Lake 2 in B2 and Lake 9 in Grids H11, H12 and I11.	Sampled on September 27, 2012. All results below Direct Exposure CTL.
10	Remix of Remaining Soil from Piles 2, 3 and 5.	70/30*	Used to fill Lake 9 in Grids H10-H12 and I11.	Sampled on September 28, 2012. All results below Direct Exposure CTL.

11	Remix of Remaining Soil from Piles 2, 3 and 5A.	70/30*	Used to fill Lake 9 in Grids H10-H12 and H11.	Sampled on October 1, 2012. All results below Direct Exposure CTL, except Grid 10. Ran SPLP on Grid 10. SPLP results below GCTL.
12	Remix of remaining soil from Piles 2, 3 and 5A.	70/30*	Used to fill Lake 9 in Grids D4 and H11. Grid D4 around utilities and road bed for pipe crew, and between lots (Grids I15-I17, J18, J19)	Sampled on October 3, 2012. All results below Direct Exposure CTL.
13	Grids F10, E8, H11, G10 and G11.	60/40	Used to fill Lake 11 at Grid K14. Grids 3 & 8 were segregated and re-blended into Pile 18.	Sampled on October 10, 2012. Below Direct Exposure Residential CTL. Ran SPLP on Grids 7 and 8. SPLP results below GCTL. Approved October 25, 2012.
14	Grids E8, G9, and F9-F10	65/35	Used to fill Lake 9 in Grids H10 and H11.	Sampled on October 12, 2012. Below Direct Exposure Residential CTL, except for Grids 1, 2, 5, 7, 8, and 10. Ran SPLP on Grids 1, 2, 5, 7, 8 and 10. SPLP results below GCTL. Approved October 24, 2012.
15	Grids O21, O22, P20 and P21	65/35	Used to fill Lake 9 in Grids H10, H11 and H12.	Sampled on October 16, 2012. Below Direct Exposure Residential CTL, except for Grids 7 and 8. Ran SPLP on Grids 7 and 8. SPLP results below GCTL. Approved October 25, 2012.
Overburden	Grid G16	Not Blended	Moved to house pads at I-15-I16 and J16-J17.	
16	Grids, G10, G16-G17, P19 and P20.	65/35	Used to fill Lake 9 in Grid H10, with the exception of Grids 3, 7 and 8. Grids 3, 7 and 8 were re-blended in Pile 21.	Sampled on October 17, 2012. Ran SPLP on Grid 5. Returned results below GCTL.

17	Grids G14, G15, F8 and F9.	68/32	Used to fill Lake 8 at Grid H9, except Grid 1, which was re-blended in Pile 21.	Sampled on October 24, 2012. Ran Dieldrin SPLP on Grid 1, 6 and 7. Arsenic SPLP on Grid 3. All passed SPLP with the exception of Dieldrin at Grid 1.
18	Grids E8, F16, F17, G16, G17, H10 and Remix of Pile 13 (Grids 3 and 8).	65/35*	Placed in Lake 13.	Sampled on October 30, 2012. Approved November 8, 2012.
19	Grids C6, C7, D7, F16-F17, G10-G11, G13-G15, and H13	65/35	Placed in Lakes 7 and 8.	Sampled on October 31, 2012. Approved November 8, 2012.
20	Grids B5-B6, F17, G10, and G11	65/35	Placed in Lake 7 and between house pads H16-17, I16-I19, J19-J22, except Grid 1.	Sampled on November 2, 2012. Passed except for Grid 1, which was re-blend in Pile 26.
Silts/NSM	Lake 17 at Grid J23-J24	Not Blended	Placed on Liner at I23.	
NSM	Grids I9, I10, and J10	Not Blended	Placed in Park Area F15 and G15.	
Silts/NSM	Lake 8		Placed on Liner at I23.	
21	Grids F9-F10, I9, I10, J10 Grids 3, 7, 8 of Pile 16.	57/43*	Placed in Lake 7, also as caps Lots K18, L18, L19, and K19	Sampled on November 12, 2012. Approved November 19, 2012.
NSM	Grids I16-I17, J17 and K17 – Grids J18 and K18	Not Blended	Placed in Berm P20	

22	Grids I16- I17, J15- J18, K15- K18, L16, and L20- L21	61/39	Placed in Lake 7	Sampled on November 13, 2012. Approved November 19, 2012.
NSM	Grid C5, D5, C6 and D6	Not Blended	Moved to berm at Grids E4, F4, F5	
NSM	Grids J16- 17, K18- 19, L18- 19	Not Blended	Moved to berm at N22	
23	Grid J16- J17, K18- K19, and L18-L19	63/37	Moved to Lake 7	Sampled on November 14, 2012. Approved November 20, 2012.
NSM	Grids D7, E6 and E7	Not Blended	Moved to Berm at G5-6, F6, O21	
24	Grid D7	49/51	Used as cap on lots at Grids H17, I17-18, and J17-18	Sampled on November 16, 2012. Approved November 21, 2012.
NSM	Lake 7 at Grids G7- G8, H7- H8	Not Blended	Moved to Berm at Grids C2 and D3	
NSM	Grids H16-/H17, I16, I18 and J18	Not Blended	Moved to Berm at Grid K25	
25	Grids D6, Remix of Pile 20 (Grid 1)	53/47	Moved to Lake 8 and 9. and lots at H14-17, I18-19, and J20. G14 for cap.	Sampled on November 19, 2012. Approved November 29, 2012.
26	Grids L17- L18, J24, L24	44/56*	Moved to Lake 9.	Sampled on November 26, 2012. Approved December 6, 2012.

NSM	Grids H16-H17, I17-I18, J18-J19	Not Blended	Moved to Berm at Grid A1	
Overburden	Grid L17	Not Blended	Moved to house pads H16-17, I17-18, J18-19	
27	Grids L20, M19-M20, B2-B3, C2-C3	49/51	Moved to Lake 9.	Sampled on November 28, 2012. Approved December 7, 2012 except grids 1 and 4 to be remixed.
NSM	Grids B2-B3, C2-C3, J17-J18, K17-K19, L19-L20, M20	Not blended	Moved to berm at F10	
28	Grids K18-K19, L19, L21, M20-M21	55/45	Moved to Lake 9 and lots at Grids C5, D5, D6, and E6 as cap.	Sampled on November 29, 2012. Approved December 11, 2012.
29	Grids J17-J18, K17-K18, L20, M20	49/51	Moved to Lake 8 and 9.	Sampled on December 3, 2012. Approved December 13, 2012.
30	Grids L19, K19, K24	58/42	Moved to Lake 17	Sampled on December 4, 2012. Approved December 14, 2012.
31	Grids C7, D7	52/48	Moved to Lake 17	Sampled on December 6, 2012. Approved December 19, 2012.
32	Grids K20, K24, L20, M20	51/49	Moved to Lake 17	Sampled on December 11, 2012. Approved January 2, 2013.
NSM	Grids M23 and L23	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids M23 and L23	Not blended	Moved to spine road at H8-H9	
33	Grids N23, I14-I15 and remix of Pile27 (Grids 1 and 4)	54/46	Moved to Lake 17	Sampled December 13, 2012. Approved January 2, 2013.

34	Grids I14-I15, H14	53/47	Moved under building pads at D7	Sampled December 17, 2012. Approved January 14, 2013.
NSM	Grids K21-K22, L21-L22	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K21-K22, L21-L22	Not blended	Moved to spine road at G7-G8	
35	Grids I14-I15, H14	53/47	Moved to Lake 17	Sampled December 19, 2012. Approved January 2, 2013.
36	Grid H14	52/49	Reblended into Pile 46, 47, and 48	Sampled December 19, 2012. Approved January 14, 2013.
Silt	Lake 6 at E7	Not blended	Moved to liner at I20	
NSM	Grid N22	Not blended	Moved to temporary NSM pile adjacent to crusher	
37	Grid N22	54/46	Moved to Lake 17	Sampled December 21, 2012. Approved January 2, 2013.
38	Grid N23	58/42	Moved to Lake 17	Sampled December 28, 2012. Approved January 8, 2013.
NSM	Grids C5, D5, E6-E7, H8	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grid O22	Not blended	Moved to house pads at C5, D5, H8	
Overburden	Grid M24	Not blended	Moved to house pad at C5	
39	Grid N22	57/43	Used as cap for berm at A3 and A4.	Sampled January 8, 2013. Approved January 16, 2013.
40	Grid N23	54/46	Moved to Lake 6.	Sampled January 8, 2013. Approved January 22, 2013.
Overburden	Grids L20, M20	Not blended	Moved to house pads at D6	
NSM	Grids M15-M17, N15-N16, O15, and L16	Not blended	Moved to NSM pile at J11	
41	Grids M15, N15	52/48	Moved to Lake 12	Sampled January 10, 2013. Approved January 18, 2013.

42	Grids O15, N16	52/48	Moved to Lake 17 at K23, L23, M23	Sampled on January 14, 2013. Approved January 28, 2013.
43	Grids M16-M17, and L16	53/47	Moved to Lake 17	Sampled on January 16, 2013. Approved January 24, 2013.
Overburden	Grids M18-M19	Not blended	Moved to house pads at D6	
44	Remix of Pile 36	53/47	Moved to Lake 17	Sampled January 16, 2013. Approved January 24, 2013.
45	Grids N17-N18	60/40	Moved to house pads at D6, H17, I18, J19-J20, and L24. Used as cap for berm at A3.	Sampled on January 22, 2013. Approved February 1, 2013.
Overburden	Grids K24, M23	Not blended	Moved to house pads D6 and L24.	
46	Grid N23	58/42	Moved to lots at H15-16, I17-18, J19-20, J22 for cap	Sampled on January 25, 2013. Approved February 7, 2013.
47	Grids O19-O20	43/57	Moved to house pads for cap at J23-24, K23-24, L23-24, and M24.	Sampled on January 25, 2013. Approved February 13, 2013
Overburden	Grid F14	Not blended	Moved to townhome pads at E6	
NSM	Grids C6, D7	Not blended	Moved to temporary NSM pile adjacent to crusher	
48	Grids N16-18, O17-18	55/45	Moved to lots at J18-J19, and K18-K19 for cap	Sampled on January 30, 2013. Approved February 12, 2013.
49	Grids N19-22	57/43	Moved to Lake 17	Sampled on February 4, 2013. Approved February 11, 2013.
NSM	Grids N16-18, O17-18	Not blended	Moved to temporary NSM pile adjacent to crusher	

50	Grids N16-18, O17-18	55/45	Moved to Lake 13	Sampled on February 6, 2013. Approved February 22, 2013.
51	NSM Pile	59/41	Moved to lots at C5-C6, D4-D7, E7, and F7 for cap	Sampled on February 11, 2013. Approved February 22, 2013.
Overburden	P17	Not blended	Moved to house pad at N21	
NSM	Grids C6, D7	Not blended	Moved to temporary NSM pile adjacent to crusher	
52	NSM Pile	61/39	Moved to Lake 18	Sampled on February 21, 2013. Approved March 11, 2013
NSM	Grids N20, O20, P19	Not blended	Moved to temporary NSM pile adjacent to crusher	
53	NSM Pile	66/34	Moved to Lake 18	Sampled on February 21, 2013. Approved March 5, 2013.
54	NSM Pile	63/37	Moved to Lake 18. Used as cap below road at E4, F4-F5, G5-G7	Sampled on February 25, 2013. Approved March 6, 2013.
NSM	Grids D5, F13-14, G13-14	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids J12 and K13	Not blended	Moved to house pads at J12 and J13	
55	NSM Pile	65/35	Moved to Lake 17, Lake 18, and lot pads at K21, L21, and M20, and between lot pads at L22-L24 for cap.	Sampled on March 4, 2013. Approved March 18, 2013.
56	NSM Pile	60/40	Moved to Lake 18. Moved to lots at K23-K24 for cap	Sampled on March 6, 2013. Approved March 13, 2013.

57	NSM Pile	60/40	Moved to Lake 17. Moved to lots at J23-J24 and K24 for cap. Moved to lot pads at H14 I15, J16, K17-K19, and L19	Sampled on March 6, 2013. Approved March 13, 2013.
NSM	Grid I15	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids P17, P18	Not blended	Moved to house pads at M21-M22	
Overburden	Grids O16-O17	Not blended	Moved to house pads at L21, M21	
NSM	Grids F9-10, G10-11	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids G11-G12	Not blended	Moved to house pads at J13-J14	
58	NSM Pile	60/40	Lake Pit at F14; Berm Cap at D8, E8, E9, F9, F10, G10	Sampled on March 13, 2013. Approved March 28, 2013.
59	NSM Pile	60/40	Used as cap for road at E4	Sampled on March 18. Approved March 28, 2013.
NSM	Grids K11-K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K11-K12	Not blended	Moved to house pads at K11-K12	
60	NSM Pile	59/41	Moved to Lake at F14, G14	Sampled on March 25, 2013. Approved April 15, 2013
61	NSM Pile	57/43	Moved to Lake at F14, G14, and lots at J11	Sampled on March 27, 2013. Below Direct Exposure Residential CTL, except Grid 1. Grid 1 below building pads. Ran SPLP on Grids 3, 4, 5 and 7. Analysis Below GCTL. Approved April 9, 2013.

62	NSM Pile	58/42	Moved to Lake 16 at O19. Grids 3-4 moved below house pads at J12, J14	Sampled on March 29, 2013. Approved April 9, 2013.
63	PA/NSM	70/30	Moved to Lake at F13, F14	Sampled on April 3, 2013. Approved April 12, 2013.
64	PA/NSM	70/30	Used as cap at A4, B4, A5, B5; house pads at I12, J12	Sampled on April 8, 2013. Below Direct Exposure Residential CTL, except Grid 3, 4, 8, and 9. Grids 3, 4, 8, and 9 placed under engineering control. Approved April 12, 2013.
65	PA/NSM	70/30	Moved to Lake 15 at O18, P18	Sampled on April 12, 2013. Approved April 22, 2013
NSM	Grids N17, O17, M18-M19	Not blended	Moved to temporary NSM pile adjacent to crusher	
66	PA/NSM	70/30	Grids 1, 2, & 5 used as cap between house pads at P19-p20; Remaining Grids Moved to house pads at J11, K11, K12, L12	Sampled on April 19, 2013. Approved May 8, 2013.
NSM	Grids P19, O20-O21, N19-N20	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J11-J12, I11-I12, K12, L12	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids K13, L13	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J12, K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids L12-L13	Not blended	Moved to temporary NSM pile adjacent to crusher	

67	PA/NSM	70/30	Moved to Lake 15; Berm Cap at Q19, Q20	Sampled on April 24, 2013. Approved May 8, 2013.
68	PA/NSM	70/30	Moved to Lake 15	Sampled on April 29, 2013. Approved May 15, 2013
69	PA/NSM	70/30	Moved below house pads at J11, K11, I12	Not sampled – placed below engineering control (house pads)
70	PA/NSM	70/30	Moved below house pads at J13, K12, L13	Not sampled – placed below engineering control (house pad)
NSM	Grids P19-P20, O18-O20	Not blended	Moved to temporary NSM pile adjacent to crusher	
71	PA/NSM	70/30	Moved below house pads at K14, K15, L13, L14	Not sampled – placed below engineering control (house pad)
NSM	Grids O21, Q19-Q20	Not blended	Moved to temporary NSM pile adjacent to crusher	
72	PA/NSM	70/30	Moved below house pads at K11-K12, L12-L15, M13-M15	Not sampled – placed below engineering control (house pads)
73	PA/NSM	70/30	Moved to Lake 15	Sampled on May 6, 2013. Approved May 17, 2013.
74	PA/NSM	70/30	Moved to lots and between house pads at N15, O16-O20 as cap; placed below pad at M17	Sampled on May 6, 2013. Approved May 17, 2013.
NSM	Grids K15, L14, M14	Not blended	Moved to temporary NSM pile adjacent to crusher	
75	Grids L14, M14, M15	70/30	Moved to Lake 18; Moved to lots at N20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.

NSM	Grids M14-M15	Not blended	Moved to temporary NSM pile adjacent to crusher	
76	Grids L14, M14, M15	70/30	Moved to Lake 18, Moved to lots at O20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.
77	NSM	Not blended	Blended into Pile 80	Not sampled – used for blending into Pile 80
78	Not generated – Pile No. skipped in sequence			
79	PA/NSM	70/30	Moved below house pads at L21-L22, M21-M22, N21-N22	Not sampled – placed below engineering control (house pads)
80	PA/NSM	70/30	Moved to lots and between house pads at L12-L13, M13-M14, and N14. Used as cap at L21-L22, M22, and N21-N22. Grid 4 placed below house pads at L12-23, M13.	Sampled on June 5, 2013. Approved June 17, 2013.
81	PA/NSM	70/30	Moved below house pads at I11-I12, J12-J13, K12-K14, L13-L14, M14-M15	Not sampled – placed below engineering control (house pads)
82	PA/NSM	70/30	Used as cap at P19-P20, O20-O21	Sampled on June 10, 2013. Approved June 20, 2013.
83	PA/NSM	70/30	Moved between house pads at J13-J14, K15, L16	Sampled on June 11, 2013. Approved June 27, 2013.
84	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 14, 2013. Approved June 21, 2013.

85	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 21, 2013. Approved June 27, 2013.
86	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on June 25, 2013. Approved July 1, 2013.
87	PA/NSM	70/30	Moved below house pads at K14-K15, L14-L15, M15-M16; Used as Cap at A4-A5, B5, and in front of TH pads at C5-C6	Sampled on June 28, 2013. Approved July 12, 2013.
88	PA/NSM	70/30	Moved below house pads at J13-J14, K15, L16	Not sampled – placed below engineering control (house pads)
89	PA/NSM	70/30	Moved between house pads and as cap at N19.	Sampled on July 12, 2013. Approved July 19, 2013.
90	PA/NSM	60/40	Moved between house pads and as cap at Q19, P19-P20, O21	Sampled on July 12, 2013. Approved July 19, 2013.
91	PA/NSM	60/40	Moved Grids 1, 4, 5, 7, and 8 below house pads and remaining as cap at K22, L21-L22, M21-M22	Sampled on July 12, 2013. Approved July 23, 2013.
92	PA/NSM	70/30	Moved Grids 1, 7, 8, & 9 below house pads and remaining as cap at M18-M19, N17-N18	Sampled on July 25, 2013. Approved August 5, 2013
93	PA/NSM	70/30	Moved Grid 3 below house pads and as cap at N17-N18. Grid 1 reblended into Pile 97	Sampled on August 2, 2013. Approved August 9, 2013.

94	PA/NSM	70/30	Moved between house pads and as cap at K13-K14, L14, M14-M15	Sampled on August 7, 2013. Approved August 13, 2013.
95	PA/NSM	70/30	Transported offsite to 400 Sunny Isles Blvd, Sunny Isles Beach, FL to be used as fill	Sampled on August 7, 2013. Approved August 13, 2013.
96	PA/NSM	70/30	Grid 1 placed below house pads at M22 and Grid 4 of pile remains onsite (at Grid A2). Grids 2, 3, and 5-10 transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 7, 2013. Approved August 14, 2013.
97	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 8, 2013. Approved September 11, 2013.
98	PA/NSM	70/30	Moved between house pads at M16, N17, O18-O19	Sampled on August 12, 2013. Approved August 16, 2013
99	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 19, 2013. Approved August 27, 2013.
100	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 19, 2013. Approved August 27, 2013.
101	PA/NSM	70/30	Grid 4 Placed in Berm P16-17, transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 22, 2013. Approved October 24, 2013
102	PA/NSM	70/30	Off-site	Sampled on August 22, 2013. Approved October 24, 2013

103	PA/NSM	70/30	Off-site	Sampled on August 29, 2013. Approved October 24, 2013.
104	PA/NSM	70/30	Off-site	Sampled on August 29, 2013. Approved October 24, 2013.
105	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 13, 2013. Approved October 18, 2013
106	PA/NSM	70/30		Sampled on September 10, 2013. Approved October 24, 2013.
107	PA/NSM	70/30	Grids 5-7 placed in Berm.	Sampled on September 10, 2013. Approved October 24, 2013
108	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 26, 2013. Approved October 18, 2013
109	PA/NSM	70/30	Moved below house pads at I12, J12-J14, K14-K15, L14-L16	Not sampled – placed below engineering control (under road and house pads)
110	PA/NSM	70/30	Moved between house pads and as cap L21-L22	Sampled on October 3, 2013. Approved October 16, 2013
111	PA/NSM	70/30	Transported offsite to	Sampled on October 9, 2013. Approved October 18, 2013
112	PA/NSM	70/30	Regency Point Apts (Miami) to be used as fill	Sampled on October 18, 2013. Approved October 24, 2013.
113	PA/NSM	70/30		Sampled on October 22, 2013. Approved October 30, 2013.
114	PA/NSM	70/30		Sampled on October 22, 2013. Approved October 30, 2013.
115	PA/NSM	70/30	Used as cap for berm at P17, Q18-Q19	Sampled on October 23, 2013. Approved October 31, 2013.
116	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL	Sampled on October 23, 2013. Approved October 31, 2013.
117	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL, used to mix pile 119.	Sampled on October 24, 2013. Approved November 5, 2013

118	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL, Used to mix Piles 119 and 120	Sampled on October 24, 2013. Approved November 5, 2013
119	Pool Material, and Materials from Driveway and Sidewalk Cutouts	70/30	Tree Hammock Liner at B2-B4, Transported off site to Ives Dairy and Dixie Hwy.	Sampled on January 23, 2015. Approved February 4, 2015.
120	PA/Pool Material, and Materials from Driveway and Sidewalk Cutouts	70/30	Transported off site to Ives Dairy and Dixie Hwy.	Sampled on January 23, 2015. Approved February 4, 2015.

**NSM = Non-Structural Material**

Pile: Approximately 5,500 cubic yards.

Mix Ratio: Limestone / Estimated Volume of Overburden Soils

Note: The mix ratio for re-blended Piles does not include limestone estimates from the original mix.

Should you require any additional information, please contact the undersigned at 561-282-8434.

Sincerely,  
**Air, Water & Soil Engineering, Inc.**



Curtis L. Dokken, P.E., BC, PSSC  
Engineer

# **EXHIBIT D**

31 July 2019

Mr. Wilbur Mayorga, P.E. and  
Ms. Sandra Rezola  
Environmental Monitoring & Restoration Division  
Miami-Dade County Department of Regulatory and Economic Resources  
Division of Environmental Resources Management (DERM)  
701 N.W. 1<sup>st</sup> Court, Suite 700  
Miami, Florida 33136-3912

**Subject: Supplemental Site Assessment Report #3 (SARA #3)**  
**Subject Site: Aventura Isles Parks Tracts Conditional Closure Site**  
**located near Aventura Isles Boulevard and NW 199<sup>th</sup> Street,**  
**Miami, FL 33179**  
**AWS-273/File-8489**

Dear Mr. Mayorga and Ms. Rezola:

In follow-up to the 31 December 2018 Miami-Dade County Division of Environmental Resources Management (DERM) review comments for the SARA #2, our subsequent communications with you (Ms. Rezola) regarding these comments<sup>1</sup>, and at the request of our client (Aventura Isles Master Homeowners' Association, Inc. a.k.a. "Client" or Association), Geosyntec Consultants (Geosyntec) is submitting this comment response letter and SARA#3 to present the results of recent efforts to further evaluate subsurface contamination associated with the Aventura Isles Parks Tracts Conditional Closure Site (PTCCS).

We look forward to DERM's review of this submittal. Please contact us if you have any questions.

Sincerely,



Jackson Hubbard, P.G.  
Professional Geologist



J. Chris Herin, P.G.  
Senior Principal

c: Tom Robertson, Esq. - Bercow Radell Fernandez & Larkin  
Derek Gordon - Aventura Isles Master Homeowners' Association, Inc.

<sup>1</sup> This refers to telephone and email communications with DERM, as well as a meeting held at DERM offices in 2019. DERM granted an extension for this SARA #3 to be issued by 31 July 2019.

*Prepared for:*

**Aventura Isles Master Homeowners' Association, Inc.**  
c/o Tom Robertson, Esq.  
Bercow Radell Fernandez & Larkin  
200 S. Biscayne Boulevard, Suite 850  
Miami, FL 33131

## **SUPPLEMENTAL SITE ASSESSMENT REPORT #3**

**SUBJECT SITE: AVENTURA ISLES  
PARKS TRACTS CONDITIONAL CLOSURE SITE**

**LOCATED NEAR AVENTURA ISLES BOULEVARD AND  
NORTHEAST 199<sup>th</sup> STREET  
MIAMI, FLORIDA  
AW-273/FILE-8489**

*Prepared by:*

**Geosyntec**  
consultants

July 2019

*Prepared By:*

  
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## 1.0 INTRODUCTION

### 1.1 Site Location

As authorized by the Aventura Isles Master Homeowners' Association, Inc., (Association) and after consultation with the Miami-Dade County Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), this Supplemental Site Assessment Report #3 (SARA #3) has been prepared for the "Aventura Isles Parks Tracts Conditional Closure Site" (also referred to as the "PTCCS" or "Site"). The PTCCS generally represents an exterior portion of a larger property. This larger property is the Aventura Isles Development/Former Williams Island Golf Course ("the Property") located near Aventura Isles Boulevard and NE 199<sup>th</sup> Street in northern Miami-Dade County. The exterior portion of the Property (i.e., the "PTCCS" as discussed further herein) is owned by Association and includes several tracts of land. The Site layout and some involved monitoring wells are shown on **Figure 1**. The PTCCS is one of three contaminated sites associated with the Property<sup>3</sup>. The other two sites are not addressed in this SARA #3. The PTCCS includes areas containing contaminated groundwater and soil (the primary contaminant being arsenic).

### 1.2 Purpose of this SARA #3

This SARA #3 presents:

- Responses to DERM's 31 December 2018 letter.
- The results of further groundwater contamination assessment-related efforts for the PTCCS, including the installation of additional monitoring wells, the testing of groundwater from an expanded list of new and boundary monitoring wells for arsenic, and the testing of groundwater at select wells for additional constituents (organochlorine pesticides [OCPs], ammonia, and nitrate).

Most of the field work for this SARA #3 occurred in May 2019 (but some field work has been completed in April, June, and July 2019). The performed sampling schedule is presented in **Table 1**. The results of the sampling efforts are shown in **Table 2**, groundwater contaminant concentration trends in select wells are shown in **Table 3**, groundwater elevation and well

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<sup>3</sup> The "Aventura Isles Parks Tracts Conditional Closure Site" is a subsite of the "Aventura Isles/Former Williams Island Golf Course Site" which DERM tracks with the identifier AW-273/FILE 8489; please see Geosyntec's 7 November 2017 and 28 February 2018 letters to DERM for more information about the associated bifurcation. For the purposes of this document, "Site" refers to the area of soil and/or groundwater contamination associated with the property known as the Aventura Isles Parks Tracts Conditional Closure Site. The referenced subsurface contamination at the Site has primarily been arsenic impacts in soil and groundwater quality, though nitrate, ammonia and organochlorine pesticides have also been reported by others in past assessment efforts at the Property. Collectively, arsenic, nitrate, ammonia and organochlorine pesticides have in the past been considered to be the contaminants of concern (COCs) for this Site.

construction data is presented in **Table 4**, and recommendations based on detected arsenic and ammonia concentrations around the PTCCS and the trends in arsenic concentrations in monitoring wells over time are presented in **Table 5**. No other contaminants were detected in the sampling effort for this SARA #3 effort above a DERM groundwater cleanup target level (GCTL).

### 1.3 Responses to DERM's 31 December 2018 Letter

The commentary of DERM's 31 December 2018 letter is reproduced below. Each comment is provided and then followed by our response. Please see the following:

*DERM Comment 1: "Conduct the resampling and horizontal and vertical delineation proposed in Table 3 of the SARA. In addition, based on the minimum of one year (4 quarters) of monitoring required to meet the No Further Action with Conditions criteria of Section 24-44, Code of Miami-Dade County (i.e., demonstrate that the plume is contained within the property boundaries), resample all boundary wells, irrespective of whether results were below groundwater cleanup target levels (CTLs) when last sampled (to include, but not limited to, P-3R, P-4, P-6, P-8, P-9, P-10, etc.). Utilizing the results of the aforementioned assessment, groundwater contamination shall be illustrated using sufficient isoconcentration lines to help identify source area(s) as well as the extent of the plume(s) (separate maps for arsenic and ammonia and per depth interval). Please be advised that a concentration of arsenic in groundwater of 0.03 mg/L at the property boundaries is not the criteria for determining delineation needs; it was communicated to Geosyntec and Aventura Isles representatives that an arsenic concentration like 0.03 mg/L may initially not require delineation if resampling indicates that concentrations are decreasing. Absent of a decreasing concentration trend in boundary wells (as demonstrated via more than the two sampling events utilized in Table 1), concentrations that exceed the groundwater CTLs at the property boundaries may require delineation."*

#### Geosyntec Response to Comment 1:

As indicated in **Table 1**, the majority of the actions proposed in Table 3 of the 26 October 2018 SARA #2 were performed. Where certain Table 3 actions were not performed, these changes are depicted in **Table 1** via strikethroughs on the rows where the actions are listed. Notably, off-Site soil sampling has not been performed because SARA #3 related groundwater sampling results indicated downwards arsenic concentration trends at monitoring wells associated with past-planned off-Site soil sampling.

The results of groundwater sampling for arsenic are presented in **Figure 2**, including interpreted isoconcentration lines. Isoconcentration lines for arsenic in groundwater were drawn/interpreted taking into account: recent and historic groundwater data (older data was considered for locations with no recent data); and historical land use features (for example, in some cases, there does appear to be a correlation between elevated areas of arsenic and historical tee-boxes, greens and the practice area as well as the maintenance area, each of which was more likely to receive higher amounts of arsenic-containing agrichemicals when the golf course was in use). Notably, on **Figure**

2, Geosyntec does show historical monitoring wells, most of which either no longer exist or could not be found, and for some of those wells, where it was useful to depict older groundwater sampling results which were used to interpret isoconcentration lines, such data has been provided on the **Figure 2**. For those historical monitoring wells where the associated older groundwater sampling results was not taken into account for creating the isoconcentration lines shown on **Figure 2**, we did not show corresponding older groundwater sampling results.

Groundwater analytical results for ammonia are depicted in **Figure 3**, including interpreted isoconcentration lines. Similar to arsenic, isoconcentration lines for ammonia in groundwater were drawn/interpreted taking into account: recent and historic groundwater data (older data was considered for locations with no recent data); and historical land use features. Similar to that described above for arsenic, on **Figure 3** (for ammonia), Geosyntec does show historical monitoring wells, most of which either no longer exist or could not be found, and for some of those wells, where it was useful to depict older groundwater sampling results which were used to interpret isoconcentration lines, such data has been provided on the **Figure 3**. For those historical monitoring wells where the associated older groundwater sampling results was not taken into account for creating the isoconcentration lines shown on **Figure 3**, we did not show corresponding older groundwater sampling results.

The results of the sampling efforts are shown in **Table 2**.

*DERM Comment 2: "With respect to the request to remove organochlorine pesticides (OCPs) as contaminants of concern in the groundwater from this site, monitoring for OCPs will be required for a minimum of one year to demonstrate lack of leaching as stated in DERM's May 9, 2018 correspondence. While DERM acknowledges that some boundary monitoring wells have been sampled for four quarters or more, these wells are not sufficiently representative to demonstrate lack of leaching through time for the entire site. For instance, the majority of the northern boundary wells (i.e., between P-3 and P-15), including MW-2 which had a dieldrin exceedance in 2012, have only been sampled two or three times. Therefore, to demonstrate that the No Further Action with Conditions (NFAC) leachability criteria of Section 24-44, Code of Miami-Dade County, have been met, sample a representative number of wells along the northern property boundary in the areas specified above for OCPs for the remaining quarters required."*

Geosyntec Response to Comment 2:

The cumulative number of OCP samples per monitoring well or area discussed as a "representative area" is shown on **Table 1**. The analytical results for OCP analytes dieldrin, chlordane, and toxaphene are shown on **Table 2**. As indicated in these tables, the monitoring wells or representative areas requiring additional sampling after the recent SARA #3 event, per DERM Comment #3 requirements, include MW-2, P-4, P-6, P-8, P-9, P-10R, and P-15. This sampling was performed for SARA #3. This is in keeping with the plan, as required by DERM, wherein wells or representative areas that may have less than four events of sampling are to be sampled until at least four events have been performed and show no OCP detections above a GCTL. As indicated, another round of OCP sampling was performed for SARA #3, and this provided four

OCP monitoring events for some wells. The remainder of DERM required OCP monitoring is to be performed prior to PTCCS closure under a No Further Action with Conditions (NFAC) (and is planned to be reported in a SARA #4). This planned OCP sampling is discussed below and shown in **Table 6**.

No additional sampling for OCPs is planned for monitoring wells which have shown four or more events without the detection of an OCP above the DERM GCTL.

*DERM Comment 3: "DERM acknowledges that soil sampling will be conducted in off-site locations prior to well installation to "evaluate if agricultural land use history has resulted in anthropogenic elevated arsenic concentrations in soil which could potentially impact groundwater". However, please be advised that said evaluation shall consider soil and groundwater concentration gradients (using historic on-site data in conjunction with offsite data) and the potential for stormwater runoff from the former golf course to have impacted off-site properties."*

Geosyntec Response to Comment 3:

Soil sampling was not performed between the SARA #2 and SARA #3 submittals. The results of the SARA #3 groundwater sampling event indicated significantly reduced concentrations for arsenic at the monitoring wells where step-out soil sampling had been proposed. Herein (below), and as presented in **Table 6**, we recommend continued sampling of these monitoring wells (Geo MW-13, P-26<sup>4</sup>, and P-17) to further evaluate concentration trends. Geosyntec has continued to research historical land use at the PTCCS and surrounding area (discussed further below).

*DERM Comment 4: "In response to comment 5 of DERM's May 9, 2018 letter, the SARA states that engineering controls are not proposed in Areas 1 and 2 based on the planned future land use and, in the case of Area 1, existing physical boundaries to access. The SARA states that Area 1 is bounded to the north, west and south by fencing and to the east by a canal. Provide photographs of said fencing and the canal. Note that if the restrictive covenant includes a condition that the land use will be maintained as a passive park, then DERM does not object to the use of 5.5 mg/kg as an alternative soil CTL for the Aventura Isles Parks Tracts Conditional Closure site."*

Geosyntec Response to Comment 4:

Acknowledged. An onsite review of Area 1 was performed by Geosyntec for this SARA #3, and a photolog of the observations is provided as **Attachment A**. Based on PTCCS observations, the fencing that constitutes the proposed western portion of an engineering control for Area 1 needs repair in two locations: a small area near the northwest corner of Area 1 where vine grown has weighed the fence down several feet from its average of approximately 7.5 feet tall; and near the southwest corner where fallen trees have knocked down an approximately 15 foot long section of

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<sup>4</sup> Activities outside of this SARA #3 are planned for the P-26 location (as discussed with DERM), including possible replacement. Such activities are to be reported to DERM following completion.

the fence. If DERM agrees with the proposed use of an engineering control (EC) to address remaining arsenic affected soil in Area 1, we recommend repair of these fence sections as a function of repairing the EC in that location.

Additionally, there was no observed fence at the northeast corner of the Area 1 between where the canal (the canal acts as the eastern EC boundary [barrier to access into Area 1]) ends and the northern fence (at approximately 6.5 foot tall) boundary is located. If DERM agrees with the proposed use of an EC to address remaining arsenic affected soil in Area 1, we recommend trimming of the brush in this area, and installation of approximately 20 foot of fencing that encroaches into the canal and tree line.

The maintenance and inspection related to the EC for Area 1 will be described in a forthcoming Engineering Controls Maintenance Plan (ECMP) which is to be prepared for the PTCCS as a whole.

Regarding the elevated arsenic concentrations in soil at Area 2 and the use of the 5.5 mg/kg Alternative Soil Cleanup Target Level (ASCTL), it is our understanding that the ASCTL would only be utilized at Area 2 and would be implemented using a partial encumbrance within the declaration of restrictive covenant (DRC) for the PTCCS. Area 2 currently includes grass, trees, and an asphalt pathway, uses we consider to be consistent with how the 5.5 mg/kg ASCTL for arsenic was derived, based on the guidance cited in the SARA #2. Physical alterations to soils at Area 2, including maintenance to the pathway, would be controlled using the ECP/ECMP for the PTCCS, which will be submitted to DERM for review at a later date.

It is our understanding that the Association maintains Tract H, where Area 2 is located, as a park according to past agreements, recorded documents, including a grant of easement on the Tract H parcel, and in coordination with the neighborhood and the County's Parks, Recreation and Open Spaces Department. The Association has indicated an interest in maintaining several current park features and facilities, which are outside of Area 2, including a playground (with rubberized surfacing), a fenced dog park, benches, and railing. Additionally, it is our understanding that the Association has worked closely with the County and the neighborhood to confirm these features as well as those at Area 2 were considered passive in nature. Because of the considerations above, and specifically since the use of the tract as a park is already established in public record, the Association prefers not to include a "passive park" designation in the planned DRC for Tract H, and the Association concludes that sufficient documentation exists to justify the use of this arsenic ASCTL for Area 2.

*DERM Comment 5: "DERM acknowledges that MW-23, located on the South Florida Water Management District (SFMWD) property, exceeded the arsenic groundwater CTL on November 28, 2016, but that a subsequent sample was below the CTL. To satisfy the minimum of one year of groundwater monitoring of boundary wells, as referenced in comment 1 above, and based on the arsenic concentration in H-2, MW-23 shall be resampled. Should future concentrations for off-site wells exceed applicable CTLs, notice of off-site contamination shall be provided in accordance*

*with Section 24-44, Code of Miami-Dade County, and the Florida Department of Environmental Protection (FDEP) shall be copied on the notification(s).”*

Geosyntec Response to Comment 5:

Acknowledged. MW-23 was resampled for this SARA #3, and the results (discussed below) continue to indicate groundwater arsenic concentrations which are below the GCTL. Analytical results for collected groundwater samples for this SARA #3 do not indicate exceedances of GCTLs at off-Site, Site-related monitoring wells.

## 2.0 SITE ASSESSMENT ACTIVITIES

### 2.1 Monitoring Well Installations

As stated in DERM Comment 1 in the 31 December 2018 letter, the installation of additional monitoring wells was required to further delineate the extent of groundwater COCs<sup>5</sup> at the PTCCS. As a follow up to these comments, Geosyntec commissioned the installation of seven (7) monitoring wells: Geo MW-16, Geo MW-17, Geo MW-18 (I), Geo MW-19, Geo MW-20, Geo MW-21, and Geo MW-22 (I). Of these wells, Geo MW-18 and Geo MW-22 were intermediate depth wells which were installed with well screens at a depth of 25 to 30 foot below land surface (ft bls). The remaining monitoring wells were installed as shallow depth wells with well screens that bracketed the surficial aquifer. The COC delineation-related purpose of each well is indicated in Table 1. The locations of these monitoring wells are depicted in Figure 1.

Additionally, Geosyntec commissioned the installation of a replacement monitoring well for P-10 (P-10R), which was observed to be obstructed by roots. These new wells, including the replacement well, shared the following construction details:

- Monitoring wells were constructed utilizing Hollow Stem Auger (HSA) installation methods with larger diameter augers capable of generating up to a 10-inch borehole;
- Shallow depth wells were screened across the groundwater table utilizing a 10-foot screened interval;
- Intermediate depth wells were screened from 25 to 30 ft bls.
- Monitoring wells were 2-inch PVC and consisted of 0.006 slot well screen;
- Each well was completed with a 30/65 sand filter pack around the well screen, sealed and grouted to land surface and set within an approximately 2' x 2' x 6" concrete pad; and
- Following completion, each well was purged until development water achieved a turbidity of 20 nephelometric turbidity units (NTU) or less.

Well construction details, including screen intervals and depths, are included in Table 4. During the installation of monitoring wells, Geosyntec completed well construction logs (Appendix B), and soil boring logs that include lithology (Appendix C). In addition, investigation derived waste (IDW), including soils and groundwater generated during well installation and development (and related groundwater sampling for this SARA #3), was staged onsite in 55-gallon drums. The disposal of IDW is currently being scheduled (to occur within the next few weeks) and is to be consistent with how IDW has recently been disposed from this PTCCS (off-Site disposal through a local facility permitted to accept this type of material).

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<sup>5</sup> The referenced subsurface contamination at the Site has primarily been arsenic impacts in soil and groundwater quality, though nitrate, ammonia and organochlorine pesticides have also been reported by others in past assessment efforts at the Property. Collectively, arsenic, nitrate, ammonia and organochlorine pesticides have in the past been considered to be the contaminants of concern (COCs) for this Site.

Geosyntec could not locate MW-7, and no replacement monitoring well was installed because nearby groundwater sampling for this SARA #3 showed arsenic analytical results indicative of a notable reduction in the concentration of arsenic in groundwater at P-20. Likewise, delineation monitoring wells were not installed at planned locations near Geo MW-13, P-17, or P-26 because arsenic concentrations found in groundwater sampling for this SARA #3 at these locations also indicated arsenic concentration reductions in groundwater. See below for additional information.

## 2.2 Groundwater Sampling

Groundwater sampling of monitoring wells was primarily conducted by Geosyntec in May 2019, with additional sampling for this SARA #3 completed by late June 2019. The SARA #3 monitoring well installation and analyte sampling schedule is presented in **Table 1**, and the monitoring well locations are shown on **Figure 1**. The sampling procedures used were intended to be consistent with Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs) in FS 2200 in DEP-SOP-001/01 (effective 4/16/2018). Each well was purged using a peristaltic pump prior to sample collection. The purging process continued until field-measured parameters had stabilized (changes in parameters were targeted to be within 10% of the previous reading). These field parameters included turbidity, dissolved oxygen, specific conductivity, temperature, and pH. When reasonably possible, a turbidity reading of less than 5 nephelometric turbidity units (NTU) was targeted. **Appendix D** includes groundwater sampling logs from the May and June 2019 sampling events. A survey was performed in late July 2019 to measure the latitude and longitude of each new well (and a few existing wells) as well as the top of casing (TOC) elevation. The results of the survey are included as **Appendix E**.

After completion of the well purging process, groundwater samples were collected and shipped with chain-of-custody (COC) documentation to Test America Laboratories Inc. (Test America) in Tampa, Florida for analysis. Samples were analyzed according to **Table 1**.

## 2.3 Groundwater Sampling Analytical Results

PTCCS groundwater sample testing has historically included arsenic, ammonia, nitrates and/or organochlorine pesticides (OCPs). As part of the SARA #3 activities, Geosyntec sampled the monitoring wells network listed in the Groundwater Sampling and Monitoring Well Installation Schedule (**Table 1**). Analytical results for the SARA #3 event indicate detections in groundwater samples from some wells for arsenic and/or ammonia above the corresponding FDEP Groundwater Cleanup Target Levels (GCTLs) and/or Natural Attenuation Default Concentrations (NADCs) as described in Chapter 62-777, F.A.C. and Miami Dade County Code Chapter 24. No other constituents which were tested for in samples from the SARA #3 effort were detected above a GCTL (i.e.: no nitrate and no OCPs were detected above a GCTL).

Laboratory analytical results for arsenic, ammonia, nitrate, and select OCP analytes for groundwater samples collected from 2006 through 2019 are summarized on **Table 2**. Arsenic and

ammonia testing results from SARA #3, and from some earlier events are depicted on **Figure 2** and **Figure 3**, respectively.

Analytical laboratory reports are attached as **Appendix F**.

With regard to meeting the goal of pursuing delineation of the extent of groundwater contamination with the new well installation, the analytical results for SARA #3 groundwater sampling activities indicate:

- Horizontal delineation to the GCTL was achieved near the property line with newly installed new Geo MW-17 (for arsenic north of P-7) and new Geo MW-20 (for arsenic east of P-16).
- Vertical delineation to the GCTLs was achieved at new Geo MW-22 (for arsenic and ammonia near P-26).
- Delineation was not achieved for the identified arsenic contamination at Geo MW-15 after installation and sampling of new Geo MW-16 (located near the northern property line and north of Geo MW-15). Geo MW-16 showed an arsenic level of 0.110 mg/L.
- In proximity to B-4, new delineation well Geo MW-21, the detected groundwater concentration of arsenic was slightly above the GCTL at a level of 0.015 mg/L, and the detected concentration of ammonia was above the GCTL.
- For the area of Geo MW-12 and new delineation wells Geo MW-18 (vertical) and Geo MW-19 (horizontal), arsenic concentrations in groundwater were above the GCTL, but ammonia concentrations were below the GCTL. The concentration of arsenic in groundwater at Geo MW-19 was 0.03 mg/L and for Geo MW-18 was 0.046 mg/L.

Further discussion of groundwater plume delineation and related recommended next steps is presented in **Table 5** and is addressed below.

## **2.4 Groundwater Flow Evaluation**

Groundwater flow evaluation has proven difficult in the past considering possible TOC surveying errors, potential outliers when dealing with a large dataset of depth to water measurements, and the potential for localized hydrogeological settings (such as localized surface water influences relating to the Snake Creek Canal located adjacent/south of the PTCCS) to cause outlier measurements.

As part of continuing efforts to understand groundwater flow at the PTCCS, Geosyntec reviewed the Florida Geological Survey (FGS) and U.S. Geological Survey report “*Hydrologic Studies in the Snake Creek Canal Area, Dade County, Florida*”, by C. B. Sherwood and S. D. Leach, 1963, which describes the hydrogeological system of which the PTCCS is a part. According this report:

*“The Snake Creek Canal drains the northern part of the Greater Miami area and is the main drainage canal for the northern part of Area B [an area to the southwest of Snake Creek Canal and the PTCCS which is characterized by a limestone surficial aquifer with high hydraulic conductivity]. Flow in the canal is maintained chiefly by the inflow of ground water, but considerable surface runoff is introduced from low areas on the coastal ridge and from Area B during flood periods. Canal discharge is regulated by a control structure near Biscayne Bay to provide maximum flood protection and to main maintain water levels high enough to retard salt-water encroachment during dry periods.”*

And

*“Ground-water levels can be effectively raised or lowered throughout the drainage area by manipulation of the control structure. When the control structure is open, ground water flows toward the canal and the canal flow increases toward the bay. When the control structure is closed canal levels near the coast are generally higher than ground-water levels and appreciable groundwater recharge from the canal occurs.”*

This FGS report portrays a hydrogeologic setting in which: surface water from Snake Creek Canal (C-9) recharges the local aquifer during periods when a control structure near the coast is closed (such as when groundwater DTW measurements were collected on 6 June 2019); and the local aquifer likely discharges to C-9 during periods when the control structure is opened (such as when groundwater monitoring was performed by Geosyntec at the PTCCS in early May 2019; see Sherwood and Leach, 1963). Excerpts from the 1963 report showing the reversal groundwater flows during closed and open control gate situations are included as **Appendix G**.

The 1963 report is supported by groundwater elevation measurements from a 6 June 2019 depth-to-water (DTW) monitoring event, as shown in **Table 4**, and C-9 stage elevation measurements from that day, as provided by the South Florida Water Management District (SFWMD). Annotated C-9 stage measurements covering the dates of SARA #3 activities are provided as **Appendix H** and include measurements from a station on the canal side of the control structure (Station S29\_H) and from a station upstream of the PTCCS (Station C9.S29Z). The PTCCS is located between these two stations, and both indicated canal elevations which were higher than the groundwater elevations observed at the PTCCS during Geosyntec’s 6 June 2019 DTW monitoring event. As shown in **Figure 4**, groundwater elevations from Geosyntec’s 6 June 2019 DTW monitoring event are interpreted as being higher near C-9, generally flowing away from the canal to the north-northeast.

In the context of groundwater flow, it appears preferable not to ascribe a Site-wide groundwater flow direction based on the locations of select wells with extremely high or low groundwater elevations, as has been occasionally reported by others in the past, but to view PTCCS groundwater elevations within the context of C-9 stage elevations. Within that context, it seems likely that groundwater flow was generally away from the canal on the date of groundwater elevation measurements (6 June 2019) and possibly toward the C-9 canal on the dates of much of the SARA

#3 groundwater sample collection (early May 2019). However, the stage measurements shown in **Appendix H** also indicate regular cyclical fluctuations at rates that may complicate the interpretation of data from larger (Site-wide) DTW monitoring events.

In the context of groundwater sample testing results and plume delineation, dominant flow at the PTCCS should overall move either toward the northeast or southwest, depending on the stage elevation of C-9. However, there is likely to commonly be localized groundwater flow patterns occurring in response to surface water controls in area ponds and canals. However, such localized flow is apparently not causing continued migration of affected groundwater at the PTCCS. For example, note that several PTCCS monitoring wells are installed next to (northeast of) C-9 between the canal and PTCCS monitoring well locations with elevated arsenic concentrations in groundwater. These wells have consistently indicated little to no elevated arsenic concentrations in groundwater near C-9, which seemingly suggests that associated arsenic plumes are stable despite the common groundwater flow fluctuations. At this time, no alteration to planned plume delineation directions is offered for the PTCCS, though a change may be recommended at a later date if further assessment and groundwater elevation measurements indicate a need.

Further discussion of groundwater plume delineation (influenced by the above evaluation of groundwater flow) and related recommended next steps is presented in **Table 5** and is addressed below.

### 3.0 PATH FORWARD PLAN – NEXT STEPS

#### 3.1 Path Forward for Each of the PTCCS COCs

Geosyntec offers the following discussion on the status of COCs for the PTCCS:

- **Nitrate:** Testing (pursuant to DERM’s requirements) of groundwater samples for nitrate has not identified nitrate-contaminated groundwater since it was last found in one monitoring well in 2012. We propose that nitrate be removed as a COC for the PTCCS.
- **OCPs:** Testing (pursuant to DERM’s requirements) of groundwater samples for OCPs has not identified OCP-contaminated groundwater since it was last found in one monitoring well in 2012. We propose that OCPs be removed as a COC for this Site. However, because there were OCP detections in soil in the past above the leachability to groundwater SCTL, we do understand from our recent discussions with DERM that DERM desires for certain involved Site monitoring wells to show four quarters of testing results with no OCPs above GCTLs. As such, **Table 6** identifies those wells which lack four quarters of results that are to be sampled for OCPs one more time (data to be provided in SARA #4, as discussed below). Assuming no OCP detections above GCTLs are found in that last monitoring event, we plan to propose to remove OCPs as a COC for groundwater for the PTCCS.
- **Ammonia:** In general, detections of ammonia above the 2.8 mg/L GCTL have been relatively localized at the PTCCS. No evidence has been found by Geosyntec that ammonia-affected groundwater has migrated or is likely to migrate into locations where ammonia-affected groundwater above the GCTL could be entering surface water. As such, we are proposing the use of an alternative GCTL (AGCTL) for ammonia for the PTCCS which is consistent with DERM’s 6 December 2018 FRC Conference presentation (“12/2018 Guidance”). Using this 12/2018 guidance and commonly observed groundwater pH (commonly below 7) and temperature (commonly above 25 C) readings in Geosyntec’s groundwater monitoring at the PTCCS, a proposed ammonia AGCTL for the PTCCS is 31 mg/L. With reference to the current and historical ammonia testing results for groundwater at the PTCCS presented in **Table 2**, we have not found ammonia testing results over 21 mg/L at the PTCCS and no ammonia testing results over 16 mg/L in the SARA #3 sampling effort. As such, because these levels are below the above-indicated AGCTL, we propose that ammonia should be removed as a COC for the PTCCS (this is reflected in **Table 5**).
- **Arsenic:**
  - **Arsenic in Soil:** As discussed above and in **Table 5**, there are two small remaining areas of arsenic-affected soil at the PTCCS which have not received a remedy (herein, these are named Area 1 and Area 2). In addition to the use of a DRC, these two areas are to be addressed as follows: a fencing EC for Area 1 (discussed above);

and an AGCTL for Area 2 (discussed above and in the 2018 SARA #2, which was submitted to DERM). For the remainder of the PTCCS, past soil blending and capping efforts by others (which was reviewed by DERM) has been completed. Assuming the proposed remedies for Area 1 and Area 2 are accepted by DERM, a DRC and ECMP for the PTCCS as a whole needs to be prepared for DERM's review; the DRC will address certain restrictions on future use at the PTCCS; and the ECMP will address long term use and maintenance of the ECs for the PTCCS.

- **Arsenic in Groundwater:** Delineation of the extent of arsenic-affected groundwater has been significantly improved with this SARA #3, but it is not complete. The next section of this report addresses this situation in detail to offer a proposed path forward to address unresolved PTCCS-related arsenic groundwater plume delineation in certain property line areas of the PTCCS.

### **3.2 Additional Efforts for Arsenic in Groundwater Associated with the PTCCS**

#### **3.2.1 Planned Additional Work for Arsenic**

The Site Assessment effort has a primary goal of providing DERM with a groundwater dataset which is sufficient for DERM to conclude that delineation of the extent of Site-related groundwater quality impacts is sufficient. The efforts completed in this SARA #3 have significantly improved the level of delineation of arsenic-affected groundwater in several property line areas of the PTCCS. However, other property line areas have groundwater monitoring results for arsenic which either do not suggest downward trends in arsenic concentrations or do not have concentrations which are close to the GCTL (DERM has advised that an arsenic level which is around 0.03 mg/L could be close enough to the GCTL to negate additional delineation efforts and move the Site into quarterly monitoring to evaluate concentration trends). For those property line areas where we propose that additional delineation is not warranted, we are herein proposing a transition to performance of quarterly groundwater monitoring of one or more key monitoring wells with the intent of collecting up to four quarters (or events) of data to evaluate arsenic plume stability (if stability can be demonstrated in those areas, then no further monitoring of those areas would be proposed). For those property line areas where plume delineation efforts do not appear to be complete, we are proposing additional assessment, as outlined herein.

For ease of readability, recommendations for the next steps for property line areas, based on data and interpretations provided in this SARA #3, are presented in **Table 5** and **Table 6**. Provided recommendations are organized on "Areas of Interest" sections of property line area, which are labelled alphabetically on **Figure 2**. In general, the recommendations in **Table 5** and **Table 6** include such options as the monitoring of certain existing monitoring wells and/or off-Site assessment. The results of performing the assessment work in **Table 5** and **Table 6** will be presented in a SARA #4 whereas the data from each proposed quarterly groundwater monitoring

event will be provided in a separate report.

### 3.2.2 Rationale for Planned Off-Site Assessment

With regard to the off-Site assessment recommended in **Table 5**, we note that our proposed first step involves the performance of soil sampling to look for evidence that arsenic-affected soil may be present in off-Site areas. If arsenic-affected soil is present and appears to be a source of groundwater contamination (as demonstrated through SPLP testing), then no additional off-Site assessment will be planned for that area since the Association would not seek to further evaluate and mitigate contamination associated with historical land use at an off-Site property. Otherwise, installation and sampling of an off-Site groundwater monitoring well would follow the soil sampling in an effort to find the limits of arsenic-affected groundwater in that area.

Some of the rationale behind this approach is based on:

- The general observation that arsenic-affected groundwater in this area does not tend to migrate far from the soil source of arsenic contamination.
- A review of what we could find (this was limited and restricted to historical aerial photograph review) on historical topography, land cover, and overland flow patterns for stormwater which allowed us to conclude that historical arsenic usage at the PTCCS is unlikely to have flowed over the land surface into and affected off-Site property.
- Historical land use research has shown that, in proximity to each of the areas where off-Site assessment is planned, one or more past land uses existed which are generally known to be associated with the creation of arsenic contamination. For example, the following off-Site historical land uses have been identified to have occurred in areas planned for off-Site assessment, and we note that our client (the Association) has had no part in the land uses which would have caused arsenic contamination on those off-Site properties, should it exist.
  - Each of the following historical land uses occurred during timeframes when arsenic-containing agricultural products were in common use for these types of land uses.
    - **Crop cultivation.** See the marked areas on adjacent off-Site property for the 1947, 1951, and 1957 aerial photographs which are included in **Appendix I**. Evidence of this usage is further discussed in the 30 May 2008 Site Assessment Report by Empire Environmental, Inc. which has already been provided by others to DERM for the Property.

- **Cattle ranching.** See the marked areas on adjacent off-Site property for the 1947, 1951, and 1957 aerial photographs which are included in **Appendix I**.
- **Golf course playing areas and related support land uses.** See the marked areas on adjacent off-Site property for the 1968, 1971, 1973, 1978, 1981, 1985, and 1988 aerial photographs which are included in **Appendix I**. Evidence of this usage is further discussed in the 30 May 2008 Site Assessment Report by Empire Environmental, Inc. which has already been provided by others to DERM for the Property.
- **Dredge spoil placement associated with the C-9 canal.** Sediment testing data from the C-9 has shown elevated arsenic levels according to the 30 May 2008 Site Assessment Report and the 31 December 2008 Site Assessment Report Addendum by Empire Environmental, Inc. There is evidence that sediment dredge spoil from the C-9 was placed on adjacent land; see the marked areas on adjacent off-Site property for the 1957 aerial photograph which is included in **Appendix I**.
- **Water treatment facility.** There is evidence of this facility on adjacent off-Site property in the 1978, 1981, 1985, and 1988 aerial photographs which are included in **Appendix I**. Depending on the operations associated with this facility, arsenic could have been involved and been discharged to the ground.

### 3.3 Schedule for Additional Planned Efforts for the PTCCS

Once Geosyntec has received DERM's review of the planned efforts in **Table 5** and **Table 6** (and assuming DERM does not request modifications), the work can be scheduled, and we project that the **Table 5** and **Table 6** work can be completed according the following schedule:

- **Planned additional assessment work:** Assuming off-Site access agreements can all be obtained within a month or less (otherwise, more time could be needed), the planned assessment work (soil and existing monitoring well sampling) can be completed such that a SARA #4 can be provided to DERM within 90 days of receipt of DERM's response to this SARA #3.
- **Planned EC installation work at Area 1:** Can be completed within about a month of receipt of DERM's response to this SARA #3; completed EC work to be documented in the ECMP.
- **Planned preparation of an ECMP for the PTCCS:** Can be completed within about two months of receipt of DERM's response to this SARA #3.

- **Planned quarterly groundwater monitoring in selected areas:** The first quarterly event can be completed such that a quarterly monitoring report can be provided to DERM within about 60 days of receipt of DERM's response to this SARA #3.
- **Planned DRC for the PTCCS:** Can be completed within about two months following DERM's indication that all Site Assessment and quarterly monitoring work is completed and no further such activities are needed.

As a reminder, the Association's efforts are aimed at moving the PTCCS toward a conditional closure subject to Miami-Dade County Code of Ordinances Chapter 24.

# TABLES

**Table 2**  
**Groundwater Monitoring Well Detections Summary (SARA #3)**  
**Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site**  
**Miami, FL**

Sample ID	Well Screen Depth Interval (ft/bt) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab filtered) mg/L					
1F	DERM/FDEP GCTL FDEP NADC	1/11/06	0.10	0.10	2.8	10	0.002	2	---
		1/23/06	0.089	0.10	28	100	0.2	260	300
MW-1F	---	2/14/06 <sup>5</sup>	---	0.024	---	---	---	---	---
		2/1/07	0.028	---	---	---	---	---	---
1G	---	5/21/08	0.024	---	---	---	---	---	---
		1/11/06	0.0037	---	---	---	---	---	---
1T	---	1/11/06	0.0085	---	---	---	---	---	---
		3/24/08	0.0038	---	---	---	---	---	---
MW-1	---	6/10/10	0.0041	---	0.79	3.2	0.002 U	0.004 U	0.049 U
		6/11/11 <sup>3</sup>	0.00779	---	0.020 U	---	---	---	---
Geo MW-1	2.5-17.5 <sup>3</sup>	6/19/12	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
		4/24/17	0.0091	0.0090	---	---	---	---	---
Geo MW-1R	2-12	1/16/18	0.022	---	0.22 I	---	0.0019 U	0.14 U	0.43 U
		5/21/19	0.004 U	---	---	---	0.0020 U	0.15 U	0.46 U
CMW-1	---	5/27/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		4/11/12	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-1 (15')	5-15	4/11/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		26-30	0.0022	---	---	---	---	---	---
2F	---	1/11/06	0.000201	---	---	---	---	---	---
		1/11/06	0.011	---	---	---	---	---	---
2G	---	1/11/06	---	0.011	---	---	---	---	---
		1/23/06	---	0.011	---	---	---	---	---
MW-2T	0.95 - 10.95 <sup>4</sup>	2/14/06 <sup>4</sup>	0.0019	---	---	---	---	---	---
		1/21/07	0.0079	---	---	---	0.002 U	0.004 U	0.049 U
MW-2	---	5/21/08	0.0060	---	---	---	---	---	---
		6/11/10	0.009	---	---	---	---	---	---
MW-2	---	9/14/10 <sup>6</sup>	0.067	---	---	---	0.00075 U	0.004 U	0.005 U
		4/2/08	0.0064	---	---	---	---	---	---
MW-2	---	9/30/08	---	---	---	---	---	---	---
		6/10/10	0.006	---	0.02 U	---	0.002 U	0.004 U	0.049 U
MW-2	---	6/11/11 <sup>7</sup>	0.00599	---	---	---	---	---	---
		6/19/12	0.005	---	---	---	---	---	---
Geo MW-2	2-17 <sup>8</sup>	5/17/19	0.013	---	---	---	0.004	0.004 U	0.005 U
		4/24/17	0.019	0.017	---	---	0.0019 U	0.15 U	0.44 U
Geo MW-2R	2-12	1/16/18	0.013	---	0.16 I	---	0.0018 U	0.13 U	0.41 U
		5/27/12	0.004 U	---	---	---	0.0020 U	0.15 U	0.46 U
CMW-2	---	5/27/12	0.004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		4/10/12	0.005	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-2 (15')	5-15	4/10/12	0.00021	---	---	---	0.00075 U	0.004 U	0.005 U
		26-30	0.00021	---	---	---	---	---	---
3F	---	1/11/06	0.10	---	---	---	---	---	---
		1/23/06	---	0.084	---	---	---	---	---
MW-3F	---	2/14/06	0.0089	---	---	---	---	---	---
		1/22/07	0.059	---	---	---	---	---	---
3G	---	5/21/08	0.060	---	---	---	---	---	---
		1/11/06	0.017	---	---	---	---	---	---
MW-3G	---	1/23/06	---	0.016	---	---	---	---	---
		2/14/06 <sup>5</sup>	0.016	---	---	---	---	---	---
MW-3G	---	3/18/06	0.014	0.013	---	---	---	---	---
		1/21/07	0.0084	---	---	---	---	---	---
3T	---	5/21/08	0.0060	---	---	---	---	---	---
		1/11/06	0.000201	---	---	---	---	---	---

Table 2  
 Groundwater Monitoring Well Detections Summary (SARA #3)  
 Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
 Miami, FL

Sample ID	Well Screen Depth Interval (ft/bb) Units	Date	Atrazine		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab filtered)					
MW-3	DERM/FDEP GCTL FDEP/NADC	3/24/08	0.010	0.10	2.8	10	0.0012	2	3
		9/30/08	0.0022	0.10	2.8	100	0.002 U	0.004 U	0.049 U
		6/14/10	0.006	---	4.2	---	---	---	---
		6/11/11	0.00450	---	1.3	---	---	---	---
		6/19/12	0.0021	---	---	---	0.00075 U	---	0.005 U
		4/24/17	0.012	0.011	---	---	---	0.004 U	---
Geo MW-3R	2-17	1/17/18	0.0046	---	0.161	---	---	---	
CNW-3	2-12	5/27/12	0.0041	---	---	---	0.00075 U	0.43 U	
TWP-3 (15)	5-15	4/10/12	0.031	0.020	---	---	0.004 U	0.005 U	
TWP-3 (30)	26-30	4/10/12	0.00051	---	---	---	0.004 U	0.005 U	
4F	---	1/11/06	0.000201	---	---	---	---	---	
4G	---	1/11/06	0.020	---	---	---	---	---	
MW-4C	---	1/23/06	---	0.019	---	---	---	---	
4T	---	2/14/06 <sup>1</sup>	0.0047	---	---	---	---	---	
MW-4	---	1/22/07	0.041	---	---	---	---	---	---
		1/11/06	0.0091	---	---	---	---	---	
		4/2/08	0.047	---	---	---	---	---	
		6/11/10	0.080	---	---	---	---	---	
		9/15/10	0.070	---	---	---	---	---	
		6/11/11	0.0751	---	---	---	---	---	
Geo MW-4	2-17	4/24/17	0.0099	0.0089	---	---	---	---	
Geo MW-4R	2-12	1/15/18	0.010	---	1.2	0.040 U	0.0019 U	0.43 U	
CNW-4	---	5/27/12	0.008	---	---	---	0.00075 U	0.005 U	
TWP-4 (15)	5-15	4/10/12	0.0021	---	0.01 U	3.8	0.004 U	---	
TWP-4 (30)	26-30	4/10/12	0.00071	---	0.01 U	0.06 U	---	---	
5F	---	1/11/06	0.003	---	---	---	---	---	
5G	---	1/11/06	0.082	---	---	---	---	---	
MW-5C	---	1/23/06	---	0.064	---	---	---	---	---
		2/15/06	0.056	---	---	---	---	---	
		3/18/06	0.051	0.036	---	---	---	---	
		1/22/07	0.11	---	---	---	---	---	
		5/18/08	0.091	---	---	---	---	---	
		11/21/08	---	---	---	---	0.002 U	0.004 U	0.049 U
5T	---	9/15/10	0.064	---	---	---	---	---	
MW-5	---	1/11/06	0.000201	---	---	---	---	---	
		3/25/08	0.040	---	1.0 <sup>2</sup> U	0.080 <sup>2</sup> U	0.004 U	0.049 U	
		6/14/10	0.011	---	---	---	---	---	
		9/15/10	0.005	---	---	---	---	---	
		8/23/11	0.012	---	---	---	0.00075 U	0.004 U	0.005 U
		10/6/11	0.006	---	---	---	0.00075 U	0.004 U	0.005 U
MW-5R	1.50 - 11.50 <sup>4</sup>	7/24/12	0.005	---	---	---	---	---	
		8/6/16	0.6467	---	0.02 JEE	---	0.00075 U	0.004 U	
		11/29/16	0.1558	0.092	0.014 JEE, U	---	0.001 JEE, U	0.020 JEE, U	
		12/20/16	0.1163	---	0.014 JEE, U	---	0.001 JEE, U	0.020 JEE, U	
		5/27/12	0.0031	---	---	---	0.00075 U	0.004 U	
		4/11/12	0.0041	---	---	---	0.00075 U	0.004 U	
Geo MW-5	2-12	1/17/18	0.037	---	0.10 U	0.040 U	0.0019 U	0.005 U	
6F	---	5/2/19	0.025	---	---	---	0.00075 U	0.005 U	
6G	---	1/11/06	0.083/1/1	---	---	---	0.0018 U	0.41 U	
6T	---	1/11/06	0.0044	---	---	---	---	---	
		1/23/06	0.051	0.049	---	---	---	---	

Table 2  
Groundwater Monitoring Well Detections Summary (SARA #3)  
Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
Miami, FL

Sample ID	Well Screen Depth Interval (ft bbs) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab filtered) mg/L					
MW-6T	DERM/FDEP GCTL FDEP/NADC	2/15/06	0.10	0.10	2.8	10	0.002	2	3
		1/21/07	0.0055	---	---	---	---	---	---
		5/21/08	0.0070	---	---	---	---	---	---
		9/30/08	---	---	---	---	---	---	---
MW-6	---	3/25/08	0.0041	---	0.71	0.0400 U	0.002 U	0.004 U	0.049 U
		6/11/10	0.0096	---	0.95	0.080 <sup>2</sup> U	---	---	---
		8/23/11	0.006	---	---	---	0.00075 U	0.004 U	0.005 U
		7/24/12	0.009	---	---	---	0.00075 U	0.004 U	0.005 U
MW-6R	---	1/17/18	0.016	---	1.7	---	0.0018 U	0.13 U	0.41 U
		5/8/19	0.012	---	---	---	---	---	---
		8/31/17	0.029	---	---	---	0.00075 U	0.004 U	0.005 U
		1/17/18	0.075	---	0.10 U	0.040 U	0.0018 U	0.13 U	0.41 U
TWP-6 (15)	5-15	7/19/18	0.026	---	---	---	---	---	---
		5/2/19	0.066	---	---	---	---	---	---
		1/11/06	0.0028	---	---	---	---	---	---
		1/11/06	0.000201	---	---	---	---	---	---
MW-7	---	1/11/06	0.0083	---	---	---	---	---	---
		3/25/08	0.011	0.011	0.87	21	0.002 U	0.004 U	0.049 U
		6/11/10	0.025	---	---	---	0.00075 U	0.004 U	0.005 U
		9/14/10	0.011	0.015	---	---	0.00075 U	0.004 U	0.005 U
TWP-7 (15)	5-15	4/11/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		8/31/17	0.0241	---	---	---	---	---	---
		1/17/18	0.0151	---	0.171	---	0.0018 U	0.13 U	0.41 U
		5/9/19	0.0021	---	---	---	---	---	---
8F	---	1/11/06	0.013	---	---	---	---	---	---
		1/23/06	---	0.011	---	---	---	---	---
		2/15/06	0.026	---	---	---	---	---	---
		3/18/06	0.027	0.015	---	---	---	---	---
MW-8F	---	1/22/07	0.020	---	---	---	---	---	---
		4/2/08	0.026	---	---	---	0.002 U	0.004 U	0.049 U
		1/11/06	0.0034	---	0.59	5.8	---	---	---
		1/11/06	0.0048	---	---	---	---	---	---
MW-8	---	4/4/08	0.0093	---	---	---	---	---	---
		9/30/08	---	---	---	---	---	---	---
		4/11/12	0.0004 U	---	2.1	0.0400 U	---	---	---
		8/31/17	0.066	---	---	---	0.00075 U	0.004 U	0.005 U
Geo MW-8	2-12	1/16/18	0.040	---	3.3	---	0.0018 U	0.13 U	0.41 U
		5/6/19	0.022	---	0.231	---	---	---	---
		1/11/06	0.000201	---	---	---	---	---	---
		1/11/06	0.030	---	---	---	---	---	---
TWP-8 (15)	5-15	1/23/06	0.030	0.026	---	---	---	---	---
		2/15/06	0.015	---	---	---	---	---	---
		1/21/07	0.062	---	---	---	---	---	---
		4/1/08	0.038	---	0.74	0.080 <sup>2</sup> U	0.002 U	0.004 U	0.049 U
MW-9G	---	9/15/10	0.064	---	---	---	---	---	---
		1/11/06	0.027	---	---	---	---	---	---
		1/23/06	---	0.029	---	---	---	---	---
		2/15/06	0.029	---	---	---	---	---	---
MW-9T	---	3/18/06	0.15	0.14	---	---	---	---	---
		1/22/07	0.019	---	---	---	---	---	---
		5/18/08	0.027	---	---	---	---	---	---
		9/30/08	---	---	---	---	0.002 U	0.004 U	0.049 U

Table 2  
Groundwater Monitoring Well Detections Summary (SARA #3)  
Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
Miami, FL

Sample ID	Well Screen Depth Interval (ft bbs) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab filtered)					
MW-9	2.54 - 12.54 <sup>4</sup>	4/2/08	0.010	0.10	2.8	10	0.002	2	300
		6/11/10	0.056	---	---	---	---	---	---
MW-9R	2-12	9/14/10	0.197	---	---	0.040 U	---	0.004 U	0.005 U
		1/25/18	0.303	---	1.4	---	0.0019 U	0.16 U	0.44 U
TWP-9 (15')	5-15	5/6/19	0.310	---	---	---	0.0022 U	0.004 U	0.50 U
		TWP-9 (30')	0.0004 U	---	---	---	0.00075 U	---	0.005 U
Geo MW-9	2-12	4/11/12	0.0004 U	---	---	---	---	---	---
		8/31/17	0.032	---	6.6	---	---	---	---
10F	---	1/15/18	0.024	---	5.7	0.040 U	0.0018 U	0.13 U	0.41 U
		5/7/19	0.0091	---	3.9	---	0.0019 U	0.14 U	0.43 U
MW-10F	---	1/23/06	---	0.024	---	---	---	---	---
		2/14/06 <sup>1</sup>	0.12	---	---	---	---	---	---
MW-10G	---	3/18/06	0.038	0.033	---	---	---	---	---
		1/20/07	0.063	---	---	---	---	---	---
10G	---	5/16/08	0.081	---	---	---	---	---	---
		9/15/16	0.011	---	---	---	---	---	---
MW-10H	---	1/14/06	0.029	---	---	---	---	---	---
		1/23/06	---	0.026	---	---	---	---	---
MW-10I	---	2/14/06 <sup>1</sup>	0.045	---	---	---	---	---	---
		3/18/06	0.022	0.024	---	---	---	---	---
10T	---	1/20/07	0.056	---	---	---	---	---	---
		5/18/08	0.058	---	---	---	---	---	---
MW-10	---	1/14/06	0.091	---	---	---	---	---	---
		1/23/06	---	0.0046	0.60	0.73	0.002 U	0.004 U	0.049 U
MW-10	---	4/1/08	0.0066	---	---	---	---	---	---
		6/11/10	0.018	---	---	---	---	---	---
MW-10	---	9/14/10	0.011	---	---	---	---	---	---
		8/6/16	0.034 <sup>0</sup>	---	0.014 JEE, U	---	0.00075 U	0.004 U	0.005 U
TWP-10 (15')	5-15	11/28/16	0.041	0.041	0.287 JEE, U	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.022	---	0.10 U	---	0.0018 U	0.13 U	0.41 U
Geo MW-10	2-12	5/6/19	0.021	---	---	---	---	---	---
		4/11/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
11F	---	8/31/17	0.030	---	4.9	---	---	---	---
		1/15/18	0.0078	---	8.3	0.040 U	0.0018 U	0.13 U	0.41 U
11G	---	5/7/19	0.016	---	16.13	---	0.0019 U	0.14 U	0.43 U
		1/14/06	0.0034	---	---	---	---	---	---
MW-11G	---	1/14/06	0.13	---	---	---	---	---	---
		1/23/06	---	0.13	---	---	---	---	---
11T	---	2/14/06 <sup>1</sup>	0.069	---	---	---	---	---	---
		3/18/06	0.023	0.017	---	---	---	---	---
MW-11	2.90 - 12.90 <sup>4</sup>	1/20/07	0.046	---	---	---	---	---	---
		4/1/08	0.032	---	0.83	0.080 <sup>2</sup> U	0.002 U	0.004 U	0.049 U
TWP-11 (15')	5-15	1/14/06	0.0042	---	---	---	---	---	---
		3/16/08	0.024	0.017	---	---	---	---	---
Geo MW-11	4-14	4/4/08	0.027	---	---	---	---	---	---
		6/14/10	0.044	---	---	---	---	---	---
12F	---	9/14/10	0.043	---	---	---	---	---	---
		4/11/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
12G	---	8/31/17	0.042	---	1.2	---	0.00075 U	0.004 U	0.005 U
		1/15/18	0.040	---	1.3	---	0.0018 U	0.13 U	0.41 U
12G	---	6/27/19	0.021	---	---	---	0.0020 U	0.15 U	0.46 U
		1/14/06	0.0055	---	---	---	---	---	---
12G	---	1/14/06	0.0072	---	---	---	---	---	---
		1/14/06	0.0072	---	---	---	---	---	---

Table 2  
 Groundwater Monitoring Well Detections Summary (SARA #3)  
 Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
 Miami, FL

Sample ID	Well Screen Depth Interval (ft/bis) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab Filtered) mg/L					
12T	FDEP NADC	1/14/06	0.10	0.10	28	100	0.2	200	30
MW-12	---	4/4/08	0.0076	---	---	---	---	---	---
TWP-12 (15)	5-15	4/11/12	0.00071	---	---	---	0.00075 U	0.004 U	0.005 U
Geo MW-12	8-18	1/17/18	0.140	---	2.0	---	---	---	---
		7/19/18	0.130	---	6.1	0.040 U Q	0.0020 U	0.13 U	0.46 U
13G	---	5/9/19	0.140	---	3.5	---	---	---	---
		6/14/06	0.0065	---	3.2	---	0.0022 U	0.16 U	0.50 U
13T	---	1/14/06	0.031	---	---	---	---	---	---
		1/23/06	---	0.0063	---	---	---	---	---
13/15T	---	1/14/06	0.023	---	---	---	---	---	---
		1/23/06	---	0.0020	---	---	---	---	---
MW-13	5.75 - 15.75 <sup>d</sup>	NR	0.110	---	---	---	---	---	---
		4/1/08	0.12	---	0.83	0.080 <sup>U</sup> U	0.002 U	0.004 U	0.049 U
		12/1/08	0.0038	---	---	---	---	---	---
		14-18	12/1/08	0.0057	---	---	---	---	---
		5-9	12/1/08	0.021	0.015	---	---	---	---
		14-18	12/1/08	0.0073	---	---	---	---	---
		5-9	12/1/08	0.015	0.013	---	---	---	---
		14-18	12/1/08	0.0036	---	---	---	---	---
		5-9	12/1/08	0.0050	---	---	---	---	---
		14-18	12/1/08	0.0079	---	---	---	---	---
MW-13N	5.75 - 15.75 <sup>d</sup>	6/1/11 <sup>e</sup>	0.00475	---	---	---	---	---	---
		8/9/16	0.0653	---	1.63 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		11/23/16	0.0985	0.116	1.82 JEE	---	0.002 JEE U	0.021 JEE U	0.079 JEE U
		6/10/10	0.0021	---	---	---	---	---	---
		6/1/11 <sup>e</sup>	0.00450 U	---	---	---	---	---	---
		6/19/12	0.016	---	---	---	0.00075 U	0.004 U	0.005 U
		8/3/16	0.0630	---	0.880 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		11/23/16	0.0314	0.026	0.915 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		7/19/18	0.390	---	0.42	---	0.0018 U	0.13 U	0.41 U
		7/19/18	0.028	---	---	---	---	---	---
MW-13W	1.30 - 11.30 <sup>d</sup>	5/7/19	0.044	---	---	---	---	---	---
		6/10/10	0.023	---	---	---	---	---	---
		9/14/10	0.0021	---	---	---	---	---	---
		6/1/11 <sup>e</sup>	0.0114	---	---	---	---	---	---
		10/6/11	0.009	---	---	---	0.00075 U	0.004 U	0.005 U
		6/19/12	0.008	---	---	---	0.00075 U	0.004 U	0.005 U
		8/3/16	0.0158	---	0.014 JEE U	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		11/23/16	0.0055	0.008	0.216 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		1/15/18	0.0069	---	0.181	---	0.0018 U	0.13 U	0.41 U
		6/10/10	0.0041	---	---	---	---	---	---
MW-13S	---	9/14/10	0.0041	---	---	---	---	---	---
		8/24/11	0.020	---	---	---	0.00075 U	0.004 U	0.005 U
		10/6/11	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
		5/27/12	0.008	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-13 (15)	5-15	4/10/12	0.0011	---	0.01 U	---	0.00075 U	0.004 U	0.005 U
		4/17/12	---	---	---	---	---	---	---
TWP-13 (30)	26-30	4/10/12	0.00081	---	0.07	---	---	---	---
		8/31/17	0.093	---	7.5	0.5	---	---	---
Geo MW-13	2-12	1/16/18	0.080	---	1.1	---	0.0018 U	0.13 U	0.41 U
		7/20/18	0.120	---	---	---	---	---	---
14F	---	5/7/19	0.064	---	4.3	---	0.0019 U	0.14 U	0.43 U
		1/14/06	0.0039	---	---	---	---	---	---

Table 2  
Groundwater Monitoring Well Detections Summary (SARA #3)  
Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
Miami, FL

Sample ID	Well Screen Depth Interval (ft bbs) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab Filtered)					
14G	DERM/FDEP GCTL FDEP NADC	1/14/06	0.010	0.10	3.8	10	0.002	2	3
		1/23/06	0.011	0.10	28	100	0.2	240	300
		1/23/06	0.0044	0.0044	---	---	---	---	---
14T	---	1/14/06	0.093	0.050	---	---	---	---	---
		1/23/06	0.051	0.056	---	---	---	---	---
		2/14/06 <sup>1</sup>	0.057	0.063	---	---	---	---	---
MW-14T	---	1/20/07	0.043	---	---	---	---	---	---
		5/16/08	0.011	---	---	---	---	---	---
		4/4/08	0.0041	---	---	---	---	---	---
MW-14	5.50 - 15.50 <sup>1</sup>	6/11/11 <sup>2</sup>	0.00450 U	---	---	---	---	---	---
		6/19/12	0.014	---	---	---	0.00075 U	0.004 U	0.005 U
		8/3/16	0.0446	0.028	1.70 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
TWP-14 (15')	26-30	11/23/16	0.0336	0.028	0.72 JEE	---	0.001 JEE U	0.020 JEE U	0.075 JEE U
		1/15/18	0.033	---	0.38	---	0.0018 U	0.13 U	0.41 U
		7/19/18	0.013	---	---	---	---	---	---
Geo MW-14	2-12	5/7/19	0.0099	---	---	---	---	---	---
		4/11/12	0.0011	---	---	---	0.00075 U	0.004 U	0.005 U
		4/11/12	0.0051	---	---	---	---	---	---
15F	---	8/31/17	0.085	---	0.26	---	0.0018 U	0.13 U	0.41 U
		1/15/18	0.034	---	---	---	0.0019 U	0.14 U	0.43 U
		5/3/19	0.065	---	---	---	---	---	---
15G	---	1/14/06	0.0025	---	---	---	---	---	---
		1/14/06	0.0028	---	---	---	---	---	---
		1/14/06	0.030	---	---	---	---	---	---
15T	---	1/23/06	0.0041	0.0055	---	---	---	---	---
		10/22/10	0.0041	---	---	---	0.00075 U	0.004 U	0.005 U
		1/24/18	0.076	---	1.3	---	---	---	---
Geo MW-15	2-12	7/20/18	0.240	---	---	---	---	---	---
		5/7/19	0.120	---	---	---	0.0020 U	0.15 U	0.46 U
		4/11/12	0.00081	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-15 (15')	26-30	4/11/12	0.0004 U	---	---	---	---	---	---
		1/14/06	0.19	---	---	---	---	---	---
		1/23/06	---	0.067	---	---	---	---	---
MW-16G1	---	2/14/06 <sup>3</sup>	0.018	---	---	---	---	---	---
		3/18/06	0.0097	0.0094	---	---	---	---	---
		1/20/07	0.036	---	---	---	---	---	---
16-G2	---	5/16/08	0.016	---	---	---	---	---	---
		1/14/06	0.0059	---	---	---	---	---	---
		4/10/12	0.00051	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-16 (15')	5-15	10/22/10	0.0021	---	---	---	---	---	---
		8/23/11	0.0041	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12 <sup>3</sup>	0.008	---	---	---	---	---	---
MW-16	---	5/9/19	0.110	---	---	---	---	---	---
		1/14/06	0.0049	---	---	---	---	---	---
		1/14/06	0.0050	---	---	---	---	---	---
Geo MW-16	3-13	1/14/06	0.0073	---	---	---	---	---	---
		5/8/19	0.0073	---	---	---	---	---	---
		4/10/12	0.0011	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-17 (15')	26-30	4/10/12	0.0041	---	---	---	---	---	---
		4/10/12	0.0041	---	---	---	---	---	---
		4/10/12	0.0041	---	---	---	---	---	---

Table 2  
Groundwater Monitoring Well Detections Summary (SARA #3)  
Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
Miami, FL

Sample ID	Well Screen Depth Interval (ft lbs) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dibutyltin mg/L	Chloride mg/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab Filtered) mg/L					
MW-17	2.48 - 12.48 <sup>d</sup>	8/28/11	0.10	0.10	2.8	10	0.002	2	3
		10/6/11	0.056	0.10	28	100	0.3	200	300
		5/27/12	0.054	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.074	---	---	---	0.00075 U	0.004 U	0.005 U
		8/2/16	0.1182	---	---	---	0.00075 U	0.004 U	0.005 U
		8/17/16	0.076	---	0.014 JEE, U	0.870 JEE, U	0.002 JEE, U	0.029 JEE, U	0.110 JEE, U
		11/29/16	0.1634	0.144	0.031 JEE, I	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/2/19	0.240	---	---	---	---	---	---
		1/14/06	0.0051	---	---	---	---	---	---
		1/14/06	0.0081	---	---	---	---	---	---
MW-18	---	1/14/06	0.0069	---	---	---	---	---	---
		8/23/11	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
		6/19/12	0.008	---	---	---	0.00075 U	0.004 U	0.005 U
		7/24/12	0.011	---	---	---	0.00075 U	0.004 U	0.005 U
TWP-18 (15') Geo MW-18 (I)	5-15 25-30	4/10/12	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
		5/9/19	0.046	---	0.73	---	0.00075 U	0.004 U	0.005 U
		8/29/11	0.007	---	---	---	0.00075 U	0.004 U	0.005 U
		6/19/12	0.008	---	---	---	0.00075 U	0.004 U	0.005 U
MW-19	---	7/24/12	0.006	---	---	---	---	---	---
		4/10/12	0.0041	---	---	---	0.00075 U	0.004 U	0.005 U
		4/10/12	0.0081	---	---	---	0.00075 U	0.004 U	0.005 U
		5/9/19	0.030	0.030	0.34	---	---	---	---
MW-20	1.00 - 11.00 <sup>d</sup>	8/24/11	0.038	---	---	---	0.00075 U	0.004 U	0.005 U
		10/6/11	0.020	---	---	---	0.00075 U	0.004 U	0.005 U
		5/27/12	0.019	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.012	---	---	---	0.00075 U	0.004 U	0.005 U
		8/5/16	0.0133	---	---	---	---	---	---
		11/28/16	0.0151	0.0011	0.170 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.0211	---	0.239 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/6/19	0.0013 U	---	0.36	---	0.0018 U	0.13 U	0.41 U
		4/10/12	0.0004 U	---	---	---	---	---	---
		5/9/19	0.0083	---	---	---	0.00075 U	0.004 U	0.005 U
MW-21	1.00 - 11.00 <sup>d</sup>	8/24/11	0.040	---	---	---	---	---	---
		10/6/11	0.043	---	---	---	0.00075 U	0.004 U	0.005 U
		5/27/12	0.150	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.128	---	---	---	0.00075 U	0.004 U	0.005 U
		8/5/16	0.0158	---	---	---	---	---	---
		11/28/16	0.0058	0.006	0.106 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
TWP-21 (15') TWP-21 (30') Geo MW-21	5-15 26-30 2-12	5/6/19	0.0037	---	---	---	---	---	---
		4/10/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		4/10/12	0.0004 U	---	---	---	---	---	---
		5/9/19	0.015	---	10	---	---	---	---
MW-22	0.40 - 10.40 <sup>d</sup>	8/24/11	0.032	---	---	---	0.00075 U	0.004 U	0.005 U
		10/6/11	0.023	---	---	---	0.00075 U	0.004 U	0.005 U
		5/27/12	0.188	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.102	---	---	---	0.00075 U	0.004 U	0.005 U
		8/5/16	0.013	---	---	---	---	---	---
		12/19/16	0.00361	---	0.052 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
TWP-22 (15') Geo MW-22 (I)	5-15 25-30	5/6/19	0.0015 U	---	0.866 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		4/10/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
5/8/19	0.0094	---	1.8	---	---	0.00075 U	0.004 U	0.005 U	

Table 2  
Groundwater Monitoring Well Detections Summary (SARA #3)  
Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
Miami, FL

Sample ID	Well Screen Depth Interval (ft lbs) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab Filtered)					
MW-23	0.70 - 10.70 <sup>d</sup>	8/24/11	0.010	0.010	2.8	10	0.002	2	3
		10/6/11	0.039	0.10	28	100	0.2	290	300
		5/27/12	0.011	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.014	---	---	---	0.00075 U	0.004 U	0.005 U
		8/5/16	0.0318	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		11/28/16	0.0188	0.019	0.285 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/16/18	0.0081	---	0.555 JEE	---	0.0018 U	0.13 U	0.41 U
		5/6/19	0.0048	---	0.34	---	---	---	---
		4/10/12	0.0061	---	0.14	0.06 U	0.00075 U	0.004 U	0.005 U
		4/10/12	0.00051	---	0.02	0.06 U	---	---	---
		8/23/11	0.0021	---	---	---	0.00075 U	0.004 U	0.005 U
		7/6/12	0.0004 U	---	---	---	0.00075 U	0.004 U	0.005 U
		1/17/18	0.0015 U	---	0.10 U	---	0.0019 U	0.15 U	0.44 U
		5/2/19	0.0037	---	---	---	0.0020 U	0.15 U	0.46 U
4/10/12	0.00051	---	---	---	0.00075 U	0.004 U	0.005 U		
5/27/12	0.0031	---	---	---	0.00075 U	0.004 U	0.005 U		
9/10/07	0.0019 U	---	---	---	---	---	---		
9/10/07	0.0053	---	---	---	---	---	---		
9/10/07	0.0062	---	---	---	---	---	---		
9/10/07	0.00171	---	---	---	---	---	---		
9/10/07	0.00016 U	---	---	---	---	---	---		
9/10/07	0.0023	---	---	---	---	---	---		
9/10/07	0.019	0.018	---	---	---	---	---		
9/10/07	0.042	0.024	---	---	---	---	---		
9/10/07	0.017	0.014	---	---	---	---	---		
9/11/07	0.00016 U	---	---	---	---	---	---		
9/11/07	0.0020	---	---	---	---	---	---		
9/11/07	0.00171	---	---	---	---	---	---		
9/11/07	0.00016 U	---	---	---	---	---	---		
9/11/07	0.0071	---	---	---	---	---	---		
8/4/16	0.1603	---	---	3.06 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
9/22/16	0.008	---	---	---	---	---	---	---	
11/22/16	0.1337	---	---	1.76 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
12/20/16	0.1602	---	---	---	---	---	---	---	
5/17/17	0.140	---	---	---	---	---	---	---	
8/4/16	0.0741	---	---	1.43 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
11/23/16	0.1885	0.226	---	2.847 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
12/20/16	0.0995	---	---	---	---	---	---	---	
1/16/18	0.210	---	---	1.1	---	0.0018 U	0.13 U	0.41 U	
7/20/18	0.210	---	---	---	---	---	---	---	
8/4/16	0.0374	---	---	2.99 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
12/15/16	0.0376	---	---	0.552 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
1/16/18	0.053	---	---	0.49	---	0.0019 U	0.14 U	0.43 U	
5/7/19	0.058	---	---	---	---	---	---	---	
8/6/16	0.0244	---	---	4.57 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
11/28/16	0.0131	0.011	---	5.10 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
8/4/16	0.0153	---	---	6.05 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
11/29/16	0.0161	0.011	---	1.49 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
12/19/16	0.0328	---	---	1.73 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U	
1/15/18	0.019	---	---	1.9	---	0.0018 U	0.13 U	0.41 U	
5/9/19	0.022	---	---	---	---	---	---	---	
E-1	1.56 - 11.36 <sup>d</sup>	8/22/16	---	---	---	---	---	---	---
		11/22/16	---	---	---	---	---	---	---
E-2	1.41 - 11.41 <sup>d</sup>	8/4/16	---	---	---	---	---	---	---
		11/23/16	---	---	---	---	---	---	---
B-1	1.53 - 11.33 <sup>d</sup>	12/20/16	---	---	---	---	---	---	---
		1/16/18	---	---	---	---	---	---	---
B-2	1.23 - 11.23 <sup>d</sup>	5/7/19	---	---	---	---	---	---	---
		8/6/16	---	---	---	---	---	---	---
B-3	0.81 - 10.81 <sup>d</sup>	11/28/16	---	---	---	---	---	---	---
		8/4/16	---	---	---	---	---	---	---

**Table 2**  
**Groundwater Monitoring Well Detections Summary (SARA #3)**  
**Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site**  
**Miami, FL**

Sample ID	Well Screen Depth Interval (ft bbs) Units	Date	Arvenit		Ammonia mg/L	Nitrate mg/L	Dieldrin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered)	(Lab Filtered)					
B-4	1.31 - 11.31' <sup>d</sup>	8/2/16	0.810	0.010	2.8	10	0.002	2	3
		12/19/16	0.0539	---	0.665 JEE	100	0.2	200	300
		1/17/18	0.0390	---	3.54 JEE	---	---	0.020 JEE, U	0.075 JEE, U
		7/20/18	0.064	---	7.3	---	---	0.020 JEE, U	0.075 JEE, U
		5/7/19	0.040	---	6.5	---	---	0.13 U	0.41 U
		8/2/16	0.0301	---	8.2	---	0.0022 U	0.16 U	0.50 U
		11/23/16	0.0334	0.036	0.968 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		8/4/16	0.0157	---	19.1 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		11/22/16	0.0283	---	2.57 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.031	---	1.77 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-5	1.24 - 11.24' <sup>d</sup>	5/7/19	0.031	---	1.0	---	0.0018 U	0.13 U	0.41 U
		8/2/16	0.0137	---	5.00 JEE	---	0.0019 U	0.14 U	0.43 U
		11/22/16	0.00421	---	7.10 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.014	---	6.3	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/7/19	0.011	---	11	---	0.0018 U	0.13 U	0.41 U
		8/2/16	0.0462	---	15.9 JEE	---	0.0022 U	0.16 U	0.50 U
		12/16/16	0.1168	---	20.6 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/2/17	0.1363	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/17/17	0.032	---	---	---	---	---	---
		8/2/16	0.0234	---	0.014 JEE, U	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-6	1.34 - 11.34' <sup>d</sup>	12/16/16	0.0329	---	0.141 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/25/18	0.00151	---	0.151	---	0.0019 U	0.15 U	0.44 U
		5/1/19	0.00261	---	---	---	0.0018 U	0.13 U	0.41 U
		8/2/16	0.0152	---	0.100 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/16/16	0.00351	---	0.123 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/8/19	0.0031	---	---	---	0.0019 U	0.14 U	0.43 U
		8/2/16	0.0187	---	1.90 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.0365	---	1.71 JEE	0.192 JEE, I	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.034	---	2.8	0.040 U	0.0018 U	0.13 U	0.41 U
		5/1/19	0.018	---	---	---	0.0020 U	0.15 U	0.46 U
B-7	1.94 - 11.94' <sup>d</sup>	8/2/16	0.00451	---	1.69 JEE	0.135 JEE, I	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.00451	---	0.527 JEE	1.88 JEE	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/1/19	0.0033	---	4.57 JEE	---	0.0018 U	0.13 U	0.41 U
		8/2/16	0.3227	---	---	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		8/22/16	0.004 U	---	---	5.12 JEE	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.0264	---	0.544 JEE	0.0771	0.0018 U	0.13 U	0.41 U
		1/15/18	0.136	---	0.111	---	---	---	---
		7/19/18	0.072	---	---	---	---	---	---
		5/8/19	0.110	---	---	---	0.0022 U	0.16 U	0.50 U
		8/2/16	0.0160	---	0.014 JEE, U	0.568 JEE	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-8	4.00 - 14.00' <sup>d</sup>	12/15/16	0.00221	---	0.014 JEE, U	0.159 JEE, I	0.002 JEE, U	0.021 JEE, U	0.077 JEE, U
		5/7/19	0.0036	---	---	---	0.0022 U	0.16 U	0.50 U
		8/2/16	0.0736	---	1.18 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.3127	---	14.9 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/3/17	0.2977	---	---	---	---	---	---
		5/2/19	0.050	---	---	---	---	---	---
		8/2/16	0.1911	---	19.9 JEE	0.087 JEE, U	0.0018 U	0.13 U	0.41 U
		8/22/16	0.0004 U	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.0137	---	1.74 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/17/17	0.0079	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-9	2.00 - 12.00' <sup>d</sup>	5/9/19	0.0190	0.015	---	---	0.0019 U	0.15 U	0.44 U
		8/2/16	0.0191	---	1.76 JEE	0.174 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		11/29/16	0.0711	0.061	19.9 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		8/2/16	0.0033	---	---	---	---	---	---
		8/22/16	0.004 U	---	---	---	---	---	---
		12/15/16	0.0264	---	---	---	---	---	---
		1/15/18	0.136	---	---	---	---	---	---
		7/19/18	0.072	---	---	---	---	---	---
		5/8/19	0.110	---	---	---	---	---	---
		8/2/16	0.0160	---	0.014 JEE, U	0.568 JEE	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-10	3.49 - 13.49' <sup>d</sup>	12/15/16	0.00221	---	0.014 JEE, U	0.159 JEE, I	0.002 JEE, U	0.021 JEE, U	0.077 JEE, U
		5/7/19	0.0036	---	---	---	0.0022 U	0.16 U	0.50 U
		8/2/16	0.0736	---	1.18 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.3127	---	14.9 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/3/17	0.2977	---	---	---	---	---	---
		5/2/19	0.050	---	---	---	---	---	---
		8/2/16	0.1911	---	19.9 JEE	0.087 JEE, U	0.0018 U	0.13 U	0.41 U
		8/22/16	0.0004 U	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/15/16	0.0137	---	1.74 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/17/17	0.0079	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
B-11	1.50 - 11.50' <sup>d</sup>	5/9/19	0.0190	0.015	---	---	0.0019 U	0.15 U	0.44 U
		8/2/16	0.0191	---	1.76 JEE	0.174 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		11/29/16	0.0711	0.061	19.9 JEE	0.087 JEE, U	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		8/2/16	0.0033	---	---	---	---	---	---
		8/22/16	0.004 U	---	---	---	---	---	---
		12/15/16	0.0264	---	---	---	---	---	---
		1/15/18	0.136	---	---	---	---	---	---
		7/19/18	0.072	---	---	---	---	---	---
		5/8/19	0.110	---	---	---	---	---	---
		8/2/16	0.0160	---	0.014 JEE, U	0.568 JEE	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U

Table 2  
 Groundwater Monitoring Well Detections Summary (SARA #3)  
 Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
 Miami, FL

Sample ID	Well Screen Depth Interval (ft lbs) Units	Date	Arsenic		Nitrate	Dieldrin	Chlordane	Toxaphene	
			(Unfiltered) mg/L	(Lab filtered) mg/L					
P-12	2.29 - 12.29 <sup>d</sup>	8/8/16	0.010	0.010	10	0.002	2	3	
		8/17/16	0.1432	0.10	100	0.2	200	300	
		12/16/16	0.126	---	---	---	---	---	---
		1/3/17	0.1054	---	---	---	---	---	---
		8/8/16	0.0565	---	---	---	---	---	---
P-13	3.09 - 13.09 <sup>d</sup>	8/8/16	1.4200	---	---	---	---	---	
		8/17/16	2.23	---	---	---	---	---	
		12/16/16	1.7150	---	---	---	---	---	
		5/2/19	1.260	---	---	---	---	---	
		8/8/16	0.0207	---	---	---	---	---	
P-14	3.00 - 13.00 <sup>d</sup>	11/29/16	0.0039	0.001	---	---	---	---	
		12/16/16	0.0026	---	---	---	---	---	
		5/2/19	0.0017	---	---	---	---	---	
		8/8/16	0.0037	---	---	---	---	---	
		8/22/16	0.223	---	---	---	---	---	
P-15	3.14 - 13.14 <sup>d</sup>	12/16/16	0.2005	---	---	---	---	---	
		5/3/19	0.045	---	---	---	---	---	
		8/8/16	0.0323	---	---	---	---	---	
		11/28/16	0.1408	0.046	---	---	---	---	
		12/20/16	0.0485	---	---	---	---	---	
P-16	1.28 - 11.28 <sup>d</sup>	1/17/18	0.043	---	---	---	---	---	
		7/19/18	0.051	---	---	---	---	---	
		5/3/19	0.029	---	---	---	---	---	
		8/8/16	0.0534	---	---	---	---	---	
		11/28/16	0.1737	0.138	---	---	---	---	
P-17	1.24 - 11.24 <sup>d</sup>	12/20/16	0.0586	---	---	---	---	---	
		1/17/18	0.290	---	---	---	---	---	
		7/20/18	0.087	---	---	---	---	---	
		5/3/19	0.041	---	---	---	---	---	
		8/8/16	0.0266	---	---	---	---	---	
P-18	1.28 - 11.28 <sup>d</sup>	11/28/16	0.013	0.009	---	---	---	---	
		8/8/16	0.0218	---	---	---	---	---	
		11/28/16	0.0057	0.006	---	---	---	---	
		12/19/16	0.0179	---	---	---	---	---	
		1/17/18	0.041	---	---	---	---	---	
P-19	1.37 - 11.37 <sup>d</sup>	7/20/18	0.023	---	---	---	---	---	
		5/30/19	0.013	---	---	---	---	---	
		8/8/16	0.013	---	---	---	---	---	
		11/28/16	0.013	---	---	---	---	---	
		1/17/18	0.013	---	---	---	---	---	

Table 2  
 Groundwater Monitoring Well Detections Summary (SARA #3)  
 Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site  
 Miami, FL

Sample ID	Well Screen Depth Interval (ft/bb) Units	Date	Arsenic		Ammonia mg/L	Nitrate mg/L	Diabirin ug/L	Chlordane ug/L	Toxaphene ug/L
			(Unfiltered) mg/L	(Lab Filtered) mg/L					
P-20	1.11 - 11.11' DERM/FDEP GCTL FDEP NADC	8/5/16	0.10	0.10	28	106	0.2	260	3
		11/28/16	0.0198	0.019	6.44 JFF	---	---	0.020 JEE, U	0.075 JEE, U
		1/7/18	0.061	0.042	11.7 JFF	---	---	0.001 JEE, U	0.020 JEE, U
		7/20/18	0.060	---	13	---	---	0.0019 U	0.15 U
		5/6/19	0.026	0.040 U	13	0.040 U	---	---	---
		8/6/16	0.0665	---	0.312 JEE	---	0.0022 U	0.16 U	---
		11/22/16	0.1441	---	0.447 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/20/16	0.1529	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		5/17/17	0.055	---	---	---	---	---	---
P-22	1.12 - 11.12'	8/6/16	0.5281	---	0.628 JEE	---	---	0.020 JEE, U	0.075 JEE, U
		8/17/16	0.452	---	---	---	---	---	---
		12/19/16	0.1022	---	0.865 JEE	---	---	---	---
		5/8/19	0.190	---	---	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		8/8/16	0.0417	---	---	---	0.0022 U	0.16 U	0.50 U
		11/28/16	0.0439	0.052	0.091 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		12/19/16	0.0528	---	1.05 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/15/18	0.075	---	1.77 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		7/20/18	0.034	---	2.4	---	0.0018 U	0.13 U	0.41 U
P-24	1.37 - 11.37'	5/6/19	0.056	---	---	---	---	---	---
		8/8/16	0.0296	---	7.06 JFF	---	---	0.001 JEE, U	0.075 JEE, U
		11/28/16	0.0250	0.025	5.98 JFF	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/7/18	0.021	---	3.5	---	0.0018 U	0.13 U	0.41 U
		5/6/19	0.0071	---	5.1	---	0.0022 U	0.16 U	0.50 U
		9/14/16	0.0624	---	0.753 JEE	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		11/28/16	0.0363	0.036	4.00 JFF	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		1/6/18	0.013	---	2.5	---	0.0018 U	0.13 U	0.41 U
		5/6/19	0.011	---	6.2	---	0.0019 U	0.14 U	0.43 U
P-26	1.41 - 11.41'	8/6/16	0.0175	---	4.94 JEE	---	---	0.001 JEE, U	0.075 JEE, U
		11/22/16	0.0855	---	6.90 JEE	---	---	0.001 JEE, U	0.075 JEE, U
		1/6/18	0.120	---	4.2 J3	---	0.001 JEE, U	0.020 JEE, U	0.075 JEE, U
		7/20/18	0.200	---	---	---	0.0018 U	0.13 U	0.41 U
		5/6/19	0.038	---	1.5	---	0.0022 U	0.16 U	0.50 U
		8/6/16	0.038	---	---	---	---	---	---
		11/22/16	0.038	---	---	---	---	---	---
		1/6/18	0.038	---	---	---	---	---	---
		7/20/18	0.038	---	---	---	---	---	---

**Table 2**  
**Groundwater Monitoring Well Detections Summary (SARA #3)**  
**Subject: Aventura Isles Parks Tracts Conditional Closure Site and HOA Conditional Closure Site**  
**Miami, FL**

Sample ID	Well Screen Depth Interval (ft bbs)	Date	Arsenic		Ammonia	Nitrate	Dieldrin	Chlordane	Toxaphene
			(Unfiltered)	(Lab filtered)					
P-27	DERM/FDEP GCTL FDEP/NADC		0.010	0.010	2.8	10	0.002	2	300
			0.10	0.10	28	100	0.2	200	3
			0.025-3	---	0.206 JEB, S-04	---	0.001 JEB, U	0.020 JEB, U	0.075 JEB, U
			0.073*	---	1.26 JEB	---	0.001 JEB, U	0.020 JEB, U	0.075 JEB, U
			0.022	---	1.3 13	---	0.0018 U	0.13 U	0.41 U
P-28	1.29 - 11.29 <sup>4</sup>		0.012	---	---	---	0.0022 U	0.16 U	0.50 U
			0.0170	---	0.440 JEB	---	0.001 JEB, U	0.020 JEB, U	0.075 JEB, U
			0.008	---	0.579 JEB	---	0.001 JEB, U	0.020 JEB, U	0.075 JEB, U
			0.011	---	0.46	---	0.0018 U	0.13 U	0.41 U
		5/7/19	0.0065	---	---	---	0.0020 U	0.15 U	0.46 U

Notes:  
 DERM = Miami-Dade County Department of Regulatory and Economic Resources Division of Environmental Resources Management  
 FDEP = Florida Department of Environmental Protection  
 DERM/FDEP's Groundwater Cleanup Target Levels (FDEP GCTL) screening criteria; FDEP Chapter 62-777 FAC GCTLs dated April 2005, and Natural Attenuation Default Criteria (NADC) from Chapter 62-777, F.A.C.  
 Bold = detections which have exceeded or exceeded listed screening criteria.  
 Italic = detections which have exceeded or exceeded listed screening criteria.  
 JEB = Analysis performed by Florida Environmental Certified 66006  
 mg/L = milligrams per liter  
 ft bbs = feet below land surface  
 --- = groundwater sample was not collected.  
 NR = not recorded.  
 U = Not detected above the reported sample-specific method detection limit.  
 Q = Sample held beyond the acceptable hold time.  
 Groundwater sampling results from 11 January 2006 to 01 December 2008 were retrieved from 04 December 2009 Cumulative Soil  
 Groundwater, Surface Water and Sediment Tables and Laboratory Analytical Reports presented by Bates & Associates, Inc.  
 Laboratory Reports prepared for Air, Water, & Soil Engineering, Inc., with the exception of results from 10 April 2012 and 11 April 2012  
 which were obtained from 25 April 2012 Baseline Groundwater Sampling Plan Results presented by NOVA Engineering and Environmental  
 Groundwater sampling results from 2-22 August, 2016 and 14 September, 2016 were retrieved from 20 October 2016 Year 1, Quarter 1 Groundwater Monitoring Report  
 presented by Air, Water, & Soil Engineering, Inc.  
 Groundwater sampling results from 22 November, 2016 to 3 January, 2017 were retrieved from Palm Beach Environmental Laboratories, Inc.  
 Laboratory Reports prepared for Air, Water, & Soil Engineering, Inc.  
 Groundwater sampling results from April 2017 to 2018 were retrieved from TestAmerica Analytical Reports prepared for Geosyntec Consultants.  
 \* = As described in FDEP's 17 November 2011 Remedial Analytical Data for Site Rehabilitation Completion Memorandum, Geosyntec understands that FDEP  
 now accepts the use of rounded analytical results to the same number of significant figures used by FDEP to express the associated cleanup target level (CTL);  
 therefore this value has not been flagged as an exceedance of the associated MCL due to rounding of the test result to the significant figures of the CTL/MCL.  
 --- = Historical information related to screened interval for sampling location/monitoring well could not be identified by Geosyntec.  
 1 Date retrieved from Table 1 of 04 December 2009 Cumulative Soil, Groundwater, Surface Water and Sediment Tables and Laboratory Analytical Reports presented  
 by Bates & Associates, Inc.  
 2 Laboratory Method Detection Limit (MDL) was not provided; Practical Quantitation Limit (PQL) is reported herein.  
 3 Accompanying analytical laboratory report not located by Geosyntec in review of DERM's Empower database.  
 4 Well screen intervals assume ten foot screens and well depths retrieved from 20 October 2016 Year 1, Quarter 1 Groundwater Monitoring Report  
 presented by Air, Water, & Soil Engineering, Inc.

# **EXHIBIT E**



# **EXHIBIT F**

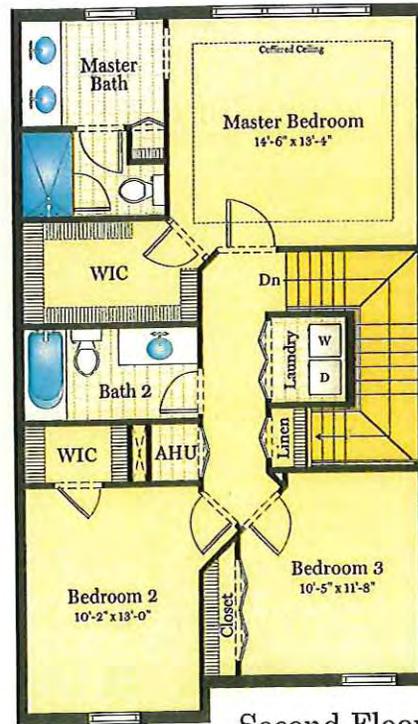
# Amelia

3 Bedrooms | 2 1/2 Baths | 1 Car Garage

Living Area: 1537 Square Feet



First Floor



Second Floor



998 NE 195th Street, North Miami Beach, FL 33179  
 AventuraIsles.com • 866.323.9333 • Fax: 305.307.7231



ISLAND SERIES

# Amelia



Elevation A



Elevation B

# Features

## Exterior Finishes

- Mediterranean style with stone accents and concrete tile roof
- Steel –reinforced concrete foundation
- Bora-Care termite treatment throughout home
- Concrete block first and second floor hurricane code compliant construction
- Engineered truss system and hurricane strapping
- Screens on all operable windows
- Aluminum hurricane impact windows in bronze finish
- Brick paver driveway, walkway, entry and covered rear patios
- Deep rich color coordinated exteriors
- Professionally designed landscape package
- Decorative 8' fiberglass 6 panel entry door
- Distinctive exterior door hardware and deadbolt lock
- 8' high sliding glass doors
- Finished garage with raised panel garage door
- Distinguished exterior coach light
- Maintenance free stucco soffit & wood fascia
- Aluminum gutters on both sides of home
- Two weatherproof exterior electric duplex outlets
- Two exterior hose bibs
- Professionally landscaped and sodded home site
- Covered patio (per plan)

## Elegant Interiors

- Professional interior design consultation
- Two-story homes feature 9' 4" ceilings on first floor and 8' ceilings on the second floor
- Deluxe wall-to-wall carpeting with padding in non-tiled areas
- Decorator rocker-style light switches
- 18" x 18" ceramic tile in foyer, kitchen, nook, family room, laundry
- Decorator lighting package
- Textured finish ceiling throughout home
- Light textured finish on interior walls
- 8' single light French door per plan
- 8' raised panel interior doors on first floor and 6' 8" on second
- 3 1/4" wood baseboards
- Decorative staircase with wood rail 2" x 2" pickets per plan
- Vinyl-clad ventilated closet shelving
- Smoke detectors with battery backup
- Pre-wired ceiling fans in all bedrooms, family room and lanai
- Auto programmable thermostat
- Interior washer and dryer hookups
- Structured wiring system with connection points run to central distribution panel and 110V outlet inside
- All phone wiring is CAT-5e cable in kitchen
- All cable TV wiring is RG-5 home run to single wall plate in all bedrooms, family room

## Designer Kitchens

- Designer cabinetry with 36" upper cabinets
- Granite counter tops
- Stainless-steel double bowl sink
- Attractive single lever faucet with integrated sprayer
- Elegant recessed lighting in kitchen
- Premium ceramic cooktop, range, and dishwasher
- 25 cubic foot side-by-side refrigerator with ice-maker
- Pre-plumbed line for ice-maker
- Built in microwave oven and hood combo with fan light
- Conveniently located pantry

## Luxurious Baths

- Luxurious acrylic non-jetted tub in master bath (per plan)
- Separate 13" x 13" ceramic tile on shower floor and walls in master bath
- Clear glass shower enclosure with chrome accents
- Ceramic 13" x 13" tile flooring in secondary baths
- Pedestal sink in powder room (per plan)
- Elongated water closet in white
- Designer cabinets in master bath
- Culture marble tops with integrated bowls in all baths
- Mirror over full width of vanity in master bath
- Decorator faucets and coordinated bath accessories
- Decorator lighting fixtures
- Exhaust fans

## Energy Saving Package

- Energy-efficient R-30 BATT/blown insulation in ceilings
- Energy-efficient R-11 garage wall insulation
- Energy efficient electric air-conditioning and heat
- Quick recovery 40 gallon electric hot water heater

## Community Features

- Grand gated entry and elegant common areas
- Pristine Lakes and natural preserves
- Over 37 acres of parks
- Walking and jogging trails with exercise stations
- Conveniently located near shopping, dining, and activities
- Easy access to I-95, I-595 and Florida Turnpike
- Luxurious swimming pool, lounge areas, cabana baths
- Distinctive mailboxes
- Community irrigation system
- Comprehensive Builder 1-year warranty



Pre Construction  
\$10,000 Toward  
Design Center  
Upgrades on  
Townhomes



305-307-7214

866-323-9333

## *The Townes at Aventura Isles*

<u>Floorplan</u>	<u>A/C Sq. Ft.</u>	<u>Price</u>
Jasmine 3 bed/2.5 bath 1 car garage	1,644	\$ 248,990
Azelea 3 bed/2.5 bath 1 car garage	1,653	\$ 251,990
Hibiscus - <i>end unit</i> 3 bed/2.5 bath 1 car garage	1,659	\$ 256,990
Orchid - <i>end unit</i> 4 bed/3 bath 1 car garage	1,752	\$ 263,990

*Base price does not include homesite premium. Please ask your sales representative for details on homesites.*

\*Prices, plans, dimensions, specifications, material and availability are subject to change without notice.

Illustrations are artists' depictions only and may differ from completed improvements.



305-307-7214

866-323-9333

## Island Series

30'x110' homesite

Phase 2

<u>Floorplan</u>	<u>A/C Sq. Ft.</u>	<u>Price</u>
Amelia 3 bed/2.5 bath 1 car garage	1,537	\$ 270,990
Bermuda 3 bed/2.5 bath 1 car garage	1,641	\$ 279,990
Captiva 4 bed/2.5 bath 1 car garage	1,777	\$ 290,990
Sanibel-Model 4 bed/2.5 bath 1 car garage	1,869	\$ 299,990

*Elevation A is included in the price above. Add \$4,000 for Elevation B.  
Base price does not include homesite premium. Please ask your sales representative  
for details on homesites.*

\*Prices, plans, dimensions, specifications, material and availability are subject to change without notice.  
Lot Premiums will apply to any non-standard lots.

Illustrations are artists' depictions only and may differ from completed improvements.



305-307-7214

866-323-9333

## Caribbean Series

35'x110' homesite

### Phase 2

<u>Floorplan</u>	<u>A/C Sq. Ft.</u>	<u>Price</u>
Antigua 3 bed/2.5 bath 1 car garage	1,645	\$ 285,990
Barbados 3 bed/2.5 bath 1 car garage	1,749	\$ 290,990
Cayman 4 bed/2.5 bath 2 car garage	1,912	\$ 311,990
San Lucas - <i>Model</i> 4 bed/2.5 bath 2 car garage	1,985	\$ 323,990

*Elevation A is included in the price above. Add \$4,000 for Elevation B.  
Base price does not include homesite premium. Please ask your sales representative for  
details on homesites.*

\*Prices, plans, dimensions, specifications, material and availability are subject to change without notice.  
Illustrations are artists' depictions only and may differ from completed improvements.



305-307-7214  
866-323-9333

## Jewel Series

40'x110' homesite

### Phase 2

<u>Floorplan</u>	<u>A/C Sq. Ft.</u>	<u>Price</u>
Marquis 4 bed/2.5 bath 1 car garage	1,885	\$ 315,990
Sapphire 4 bed/2.5 bath 2 car garage	2,010	\$ 328,990
Emerald 4 bed/2.5 bath 2 car garage	2,154	\$ 345,990
Diamond 5 bed/4 bath 2 car garage	2,347	\$ 376,990

*Elevation A is included in the price above. Add \$4,000 for Elevation B.  
Base price does not include homesite premium. Please ask your sales representative for  
details on homesites.*

\*Prices, plans, dimensions, specifications, material and availability are subject to change without notice.

Illustrations are artists' depictions only and may differ from completed improvements.

# *Aventura Isles is brought to you by Encore Homebuilders*

Encore Homebuilders was founded by two of Florida's most renowned real estate developers with over 50 years of building expertise — Art Falcone and Neil Eisner — the team behind the meteoric growth of South Florida based Transeastern Homes until its sale in 2005.

The Encore Homebuilders' team has collectively delivered thousands of new homes and together they are eager to continue their significant contribution to the South Florida with their newest project, Aventura Isles. This 150-acre property is a rare gem of undeveloped land in the highly desirable and predominately built-out North Miami-Dade/South Broward area. Aventura Isles is ideally located with exceptional access to the Florida Turnpike and I-95, and a few short minutes from A-rated schools, world-class shopping, entertainment venues, and beaches.

It is with a renewed focus that Encore Homebuilders is dedicated to providing quality new residences at maximum value to families who wish to become proud owners of their own Aventura Isles home.

## **Arthur J. Falcone**

Art Falcone brings nearly 30 years of experience and success in the Florida real estate market through his role as Co-Founder and Managing Principal of the Encore Funds, and their related companies. He is a proven leader, with unmatched entrepreneurial spirit and unparalleled expertise in all areas of real estate.

In addition to Encore, Mr. Falcone serves as Chief Executive Officer of the Falcone Group, a vertically integrated real estate and land development organization that has developed over 30,000 residential lots, more than one billion dollars in commercial and apartment assets, and has invested and financed over three billion dollars in real estate ventures. He is also Co-Founder and Managing Principal of Miami Worldcenter, a 15 million square foot, mixed-use, master-planned urban development comprising 21 contiguous acres in the heart of downtown Miami.

In 1986, he formed Transeastern Homes and Transeastern Properties and within 15 years Transeastern became the largest private builder in the State of Florida and a Top 25 homebuilder nationally delivering over 10,000 homes. In 2005, as the market peaked, Mr. Falcone sold Transeastern in one of the largest transactions in the history of homebuilding.

Mr. Falcone serves on the Board of Directors for Nova Southeastern University and was inducted into the school's Entrepreneur Hall of Fame in 2006. He also serves on the Board of Directors of Crohn's and Colitis National Foundation, as well as the SOS Children's Villages Florida, and the Junior Achievement Hall of Fame.

## **Neil Eisner**

Neil Eisner brings more than 25 years of high-level development experience to Encore Homebuilders. His expertise runs the full gamut of homebuilding, including: market and demographic research & analysis, sales & marketing, land acquisition, development, and construction operations. He is an accomplished and recognized expert in operations and management, a skill he perfected before joining Encore, as the Chief Operating Officer and President of Transeastern Homes.

The phenomenal growth of Transeastern — from 11 employees and gross revenues of \$7 million per year to over 700 employees and gross revenues exceeding \$650 million per year — can be attributed to Mr. Eisner and the unique culture he helped to create. By implementing company-wide set of standard operating procedures, he was able to run Transeastern, throughout the State of Florida, with a maximum of efficiency and sophistication that rivaled many of the much larger, public homebuilders. This distinctive culture of efficiency, communication, and camaraderie allowed Transeastern to deliver high-quality homes and an unrivaled experience to homebuyers.

Mr. Eisner was a two-term President of Florida's Gold Coast Builders Association (GCBA) and has been recognized as the GCBA's builder of the year. He is an active member of the National Association of Home Builders (NAHB), and has been a frequent guest speaker at NAHB events and the Builder 100 Conference. Mr. Eisner is also involved with numerous charitable organizations and has built and donated multiple homes for charity.

### **Transeastern Residential Communities Built Throughout Florida:**

Vizcaya - Kendall • Laguna Isles - Pembroke Pines  
Pelican Pointe - Pembroke Pines • Coopers Point - Cooper City  
Mariners Cove - Coral Springs • Victoria Lakes - Coconut Creek  
Cypress Head - Parkland • Preferred Builder - Weston  
Jonathan's Cove - Wellington • Versailles - Wellington  
Thoroughbred Lakes - Wellington • Laguna Lakes - Ft. Myers  
Live Oak Preserve - New Tampa • The Hammocks - New Tampa  
Independence - Orlando • Westyn Bay - Orlando  
Mediterranean - Windermere

**ENCORE**  
HOMEBUILDERS





## Monthly & Annual Fees

**Your Monthly HOA Fee of \$158 for Single Family and Townhomes will include:**

- ❖ Gated Entry
- ❖ Walking and Jogging Trails with Exercise Stations
- ❖ Monthly Lawn Maintenance
- ❖ Pool and Club House
- ❖ Common area landscape and irrigation maintenance
- ❖ Monthly monitoring for alarm, by request

### **Annual CDD Fee:**

Townhomes- \$861  
Island Series- \$961  
Caribbean Series- \$1,061  
Jewel Series- \$1,161

**Capital Contributions:** The sum equal to 3 months of Homeowner Association Fees. This is a one-time contribution made by all the Aventura Isles Purchasers, applied to the working capital of the Association.

Water/Sewer Connection Fee of \$1,537.50 and an FPL fee of \$50.00 paid at closing.

\* Rev. 7/17/13 Fees and services subject to change. This is an estimated budget based on current contracts and projected amenities.



## Down Payment Requirements\*

- **FHA/VA-** 5%
- **Conventional-** 5% for up to 90% financing.
- **Secondary Residence-** 30% at contract signing.
- **Foreign National-** 40% at contract signing.
- **Cash-** 50% Payment Schedule: 20% at contract, 20% at start of home and 10% at drywall stage. Remaining 50% due at closing. *Proof of funds required at time of contract.*
- **50% Deposit required at Design Center Appointment for upgrades.**
- **50% Deposit required for all pools. Pools must be selected at the time of contract signing.**

\*Down payment requirements and loan programs are subject to change based upon individual loan approval. Rates may change and may not be available at time of loan commitment, lock-in or closing if funds are exhausted. An offer to enter into an interest rate or discount point agreement and any such agreement may only be made in writing signed by both the borrower and the lender. Specific terms apply and buyer is subject to qualifications. FHA minimum down payment is 3.5%. Builder requirement for FHA is 5% down payment.



## ***Preferred Lenders***

### **Academy Mortgage**

Anthony Noble  
561-654-5145

Manola Kozar  
561-948-3527

[anthony.noble@academymortgage.com](mailto:anthony.noble@academymortgage.com) / [manola.kozar@academymortgage.com](mailto:manola.kozar@academymortgage.com)

***Domestic & Foreign National***

### **Royal Mortgage**

Cary Wahlenberg  
305-332-3776  
[Cary@Royal-Mortgage.com](mailto:Cary@Royal-Mortgage.com)

Melissa Antenucci  
561-716-0792  
[Melissa@Royal-Mortgage.com](mailto:Melissa@Royal-Mortgage.com)

***Domestic Only***

### **Citibank**

Laurie Mindlin  
954-243-5907

[Laurie.mindlin@citi.com](mailto:Laurie.mindlin@citi.com)

***Domestic & Foreign National***

### **Wells Fargo**

Ignacio Arian

305-446-9609 ext. 5182 office

305-934-1038 mobile

[Ignacio.Arian@wellsfargo.com](mailto:Ignacio.Arian@wellsfargo.com)

***Domestic Only***

***You will receive a \$2,500 closing cost credit with the use of our Preferred Lenders & Title Company.***

# **EXHIBIT G**

**WILLIAMS ISLAND VENTURES, LLC**  
**PURCHASE AND SALE AGREEMENT**

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES AND SHOULD BE READ THOROUGHLY PRIOR TO SIGNING. IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS OR RESPONSIBILITIES UNDER THIS PURCHASE AND SALE AGREEMENT ("AGREEMENT"), YOU MAY WISH TO CONSULT AN ATTORNEY.

**SELLER:**

Name:

WILLIAMS ISLAND VENTURES, LLC,  
a Delaware limited liability company

Address:

1951 NW 19<sup>th</sup> Street, Suite 200  
Boca Raton, Florida 33431  
Telephone: 305-307-7215  
E-Mail: laurena@aventuraisles.com

**PURCHASER:**

Name:

[REDACTED]

Address:

[REDACTED]

Phone No.:

[REDACTED]

E-Mail:

[REDACTED]

Effective Date:

[REDACTED]

**Total Purchase Price:** [REDACTED] See page 2 of this Agreement.

THIS HOME 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 HOME OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE COMMUNITY IN THE ESTIMATED AGGREGATE AMOUNT OF \$30,000 FOR A SINGLE FAMILY UNIT (Large), \$27,000 FOR A SINGLE FAMILY UNIT (Medium), \$24,000 FOR A SINGLE FAMILY UNIT (Small), AND \$21,000 FOR A TOWNHOUSE UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$13,404.32 FOR A SINGLE FAMILY UNIT (Large), \$12,063.88 FOR A SINGLE FAMILY UNIT (Medium), \$10,723.45 FOR A SINGLE FAMILY UNIT (Small), AND \$9,383.02 FOR A TOWNHOUSE UNIT, IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,000 FOR A SINGLE FAMILY UNIT (Large), \$900 FOR A SINGLE FAMILY UNIT (Medium), \$800 FOR A SINGLE FAMILY UNIT (Small) AND \$700 FOR A TOWNHOUSE UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. 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 1 DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

Purchaser(s) Initials

[REDACTED]

Seller agrees to sell, and Purchaser agrees to purchase, that certain parcel of real property known as Lot [REDACTED], Block [REDACTED], as set forth in that certain site plan ("Site Plan") for [REDACTED] (the "Community") prepared for the construction of Single Family Homes on that parcel of land platted as [REDACTED] according to the Plat thereof recorded in Plat Book [REDACTED], Page [REDACTED], of the Public Records of Miami-Dade County, Florida (the "Plat"), together with a home (the "Home") constructed or to be constructed thereon (the land and improvements to be hereinafter referred to as the "Property" or "Subject Property") pursuant to the terms and conditions hereinafter set forth, in substantial conformity with the plans, as described for Model [REDACTED] ("Model") (if a model home is constructed on the date of this Agreement, then Model refers to that built model home, otherwise it refers to a home substantially similar to the floor plan for the Model); which plans have been approved by and filed with the local building department having jurisdiction over the Subject Property, including features as shown in the sales brochure, together with the rights and subject to the obligations applicable thereto as set forth in the Community Documents (as hereinafter defined). Seller, at its sole discretion, shall have the right to make material substitutions which will be of comparable quality. The Elevation shall be the [REDACTED] Elevation, which may include a garage swing (reversal of the floor plan) that may be required by Seller as a result of the location of utility lines and structures, easements and other factors that may be beyond the control of Seller. Final determination of the garage swing (reversal of floor plan) shall be made by Seller in its sole discretion.

Property Address: [REDACTED]

Estimated Completion Date: \_\_\_\_\_

**The Total Purchase Price shall be as follows:**

Base Price of Home and Standard Lot:	\$ [REDACTED]
Upgraded Lot Premium:	\$ _____
Options/Extras:	\$ [REDACTED]
<b>TOTAL PURCHASE PRICE</b>	<b>\$ [REDACTED]</b>

Purchaser agrees to pay the Total Purchase Price in the following manner:

Initial Deposit upon execution of this Agreement:	\$ [REDACTED]
Additional Deposit due _____:	\$ _____
Additional Deposit due _____:	\$ _____
Mortgage Loan Amount:	\$ [REDACTED]
Balance Due at Closing:	\$ [REDACTED]
<b>TOTAL PURCHASE PRICE</b>	<b>\$ [REDACTED]</b>

**NOTICE.** For purposes of the following paragraph, Seller shall be deemed "Contractor" as set forth below:

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS OR MATERIAL SUPPLIERS, THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED, YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS AGREEMENT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER". FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.**

Purchaser(s) Initials [REDACTED] [REDACTED]

**NOTICE.** STATE LAW REQUIRES THE FOLLOWING STATEMENT BE DISCLOSED TO PURCHASERS OF RESIDENTIAL HOMES:

**THE BUYER OF A ONE-FAMILY OR TWO- FAMILY RESIDENTIAL DWELLING UNIT HAS THE RIGHT TO HAVE ALL DEPOSIT FUNDS (UP TO 10% OF THE PURCHASE PRICE) DEPOSITED IN AN ESCROW ACCOUNT. THIS RIGHT MAY BE WAIVED, IN WRITING, BY THE BUYER.**

**1. DEPOSITS.**

(a) The deposits specified above and any other deposits or monies required under or paid in furtherance of this Agreement (hereinafter collectively called the "Deposits") shall be paid upon the dates provided above or as subsequently agreed. Deposits shall be returned and/or released, as the case may be, to Purchaser if Purchaser properly terminates this Agreement, or released to Seller at the Closing, as hereinafter defined, or upon Purchaser's default. Any interest earned on the Deposits shall be credited/paid as required by Section 501.1375 of Florida Statutes.

WAIVER: Purchaser(s) Initials \_\_\_\_\_

I/We hereby waive my/our rights under Section 501.1375 of the Florida Statutes to have all Deposit funds, up to ten percent (10%) of the Total Purchase Price, deposited in an escrow account. If the escrow is waived, all Deposits shall be paid directly to Seller.

NON WAIVER: Purchaser(s) Initials [REDACTED] [REDACTED]

(b) Purchaser is electing to have all Deposit funds (up to ten percent (10%) of the Total Purchase Price) deposited in an Escrow Account. Seller is entitled to any and all interest, which accrues on such funds except as hereinafter provided. All withdrawals from the Escrow Account shall require the signatures of both Seller and Purchaser except as hereinafter provided. Seth I. Cohen, P.A., with offices located at 5550 Glades Road, Suite 250, Boca Raton, FL 33431, shall act as Escrow Agent ("Escrow Agent"). If a surety bond is not readily available to Seller, Seller may borrow money in an amount equal to the funds held in escrow for construction purposes only, in which case any interest which the Seller pays for such loan for a period not to exceed twelve (12) months shall be paid by Purchaser to Seller at Closing, but Purchaser shall be credited for any interest accrued on the escrowed funds. If Purchaser properly terminates this Agreement pursuant to its terms, the funds, shall be paid to Purchaser. If Purchaser defaults in the performance of his or her obligations under the Agreement, Seller may, if Seller is not in default, withdraw any funds being held in escrow pursuant to this Agreement together with any accrued interest. In order to make such withdrawal, Seller shall send written notice by certified mail to Purchaser of Seller's intention to make said withdrawals at least 72 hours prior to the intended time of the withdrawal. After this 72-hour period, Seller, upon presentation to Escrow Agent of a withdrawal slip and the passbook, if any, together with an affidavit certifying that Purchaser is in default and that Seller is not in default, may withdraw the escrowed funds. Escrow Agent, upon receipt of these items, shall release the funds to Seller. The Escrow Agent shall not be liable for the release of the funds, all of the above being pursuant to Section 501.1375 (7) (d), Florida Statutes. If the funds of Purchaser have not been previously disbursed in accordance with this subsection, they shall be disbursed to Seller at Closing. Purchaser understands that the law of the State of Florida does not affect deposits in excess of ten percent (10%) of the Purchase Price. Therefore, Seller is not required to place any deposits in excess of ten percent (10%) in escrow, and Seller will be free to use any such excess deposit in any way it desires. Under Section 501.1375, Florida Statutes, a builder may, in lieu of placing monies in escrow, obtain a master bond to protect a purchaser's earnest money deposit. When a surety bond is obtained, the builder may use a purchaser's earnest money deposit for building purposes. Purchaser may obtain a receipt for his Deposits from Escrow Agent upon request. If at any time prior to Closing, Escrow Agent receives written notice of a dispute between Purchaser and Seller regarding the Deposits, Escrow Agent may, in its sole discretion, retain such Deposit pending resolution of such dispute, or commence an action in the nature of interpleader and deposit such funds in the registry of the Circuit Court in Palm Beach County, Florida

**2. CLOSING COSTS. PURCHASER UNDERSTANDS AND AGREES THAT, IN ADDITION TO THE BALANCE OF THE TOTAL PURCHASE PRICE, PURCHASER SHALL PAY CERTAIN OTHER FEES AND CLOSING COSTS AT CLOSING. THESE EXTRA CHARGES INCLUDE, WITHOUT LIMITATION:**

(a) The premium for a policy of Owner's Title Insurance, the cost of the documentary stamp tax on the Deed, as hereinafter defined, and the cost to record the Deed. In addition, Purchaser shall pay title search fee, settlement or closing fee, title examination fee and other Closing expenses of Purchaser. In the case of an FHA insured or VA guaranteed loan, Seller shall pay those so called "non allowable mortgage closing costs" which FHA and VA regulations do not allow Purchaser to pay and Purchaser shall pay all additional costs chargeable to Purchaser under FHA/VA regulations.

Purchaser(s) Initials [REDACTED] [REDACTED]

(b) Customary Closing Costs of a purchaser, including, without limitation, items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit report costs and PMI insurance, if applicable, charged by Purchaser's lender or otherwise customary for a purchaser at Closing.

(c) The cost of any obligations Purchaser incurs not provided for in this Agreement.

(d) Any other expenses of an Owner of the Home provided for or referenced in the Community Documents, such as Purchaser's prorated share of the Associations' (as defined in that certain subparagraph of Paragraph 7 entitled Homeowners' Association) assessments for the Property attributable to the days during the quarter in which the Closing occurs and during which Purchaser holds title to the Property.

(e) A prepayment of the Associations' assessments for the Property for the quarter immediately following the quarter in which closing occurs.

(f) Any capital contribution or any fee prescribed by the Community Documents, which are due to one or more Homeowners' Associations at the time of Closing.

(g) Purchaser's pro rata share of taxes and assessments which shall be prorated based on the current year's taxes with due allowance made for the maximum allowable discount. If the current real estate tax bill is not available at the time of Closing, taxes shall be based on the prior year's tax bill. In the event any proration is based on an estimate or a prior year's tax bill, either party may request a re-proration based on actual figures, provided that the actual figures are at least ten percent (10%) higher or lower than the estimates used. If the applicable tax bill includes land other than the Property, the proration for the Property will be calculated on a per lot or per acreage basis, as the case may be. This provision will survive Closing.

(h) **PROPERTY TAX DISCLOSURE. PURCHASER SHOULD NOT RELY ON SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT PURCHASER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENT TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.**

(i) Community Redevelopment and Improvement Fee. Purchaser shall be obligated to pay Seller at Closing a COMMUNITY REDEVELOPMENT AND IMPROVEMENT FEE for current capital improvements provided and or anticipated within the Community. The REDEVELOPMENT AND IMPROVEMENT FEE is currently \$0, but may be subject to change prior to or at Closing, in which event Purchaser will be obligated to pay the revised Community Redevelopment and Improvement Fee.

(j) Certified, confirmed and ratified special assessment liens imposed by public bodies as of the Closing are to be paid by Seller. Pending liens as of the Closing shall be assumed by Purchaser. If the improvement has been substantially completed as of the Effective Date, any pending lien shall be considered certified, confirmed or ratified and Seller shall, at Closing, be charged an amount equal to the last estimate or assessment for the improvements by the public body. If a special assessment lien imposed by a public body is payable in installments which continue beyond the Closing, Purchaser shall be responsible for payment of those amounts due after the Closing.

(k) Closing Costs: Purchaser is hereby notified that upon Closing, additional costs may be demanded from Purchaser in the form of closing costs, which may include, but are not limited to, the costs shown on the attached Notice of Closing Expenses.

3. **FINANCING.** This Agreement is an all cash at Closing agreement and Purchaser's obligations hereunder are not contingent on Purchaser obtaining mortgage financing. Provided, however, that if Purchaser shall apply for a mortgage loan from \_\_\_\_\_ or \_\_\_\_\_ ("Approved Lender"), the provisions of Subparagraphs (a) through (d) below shall apply to this Agreement, otherwise such subparagraphs (a) through (d) shall be of no force and effect. APPLICATION TO THE APPROVED LENDER IS NOT A CONDITION TO THE PURCHASE OF THE PROPERTY.

(a) Application. Purchaser shall apply for a first mortgage loan secured by the Property with the Approved Lender in the amount equal to the Mortgage Loan Amount as denoted on Page 2, within five (5) days after the date of this Agreement and shall

Purchaser(s) Initials \_\_\_\_\_

promptly and diligently furnish all requested information after request therefor by the Approved Lender. Failure to timely provide such information shall be deemed a default under this Agreement. All information provided by Purchaser shall be truthful and accurate, and if found not to be accurate and truthful, Purchaser shall be deemed in default. If Purchaser defaults, Seller shall have the right to cancel this Agreement and retain any Deposits made by Purchaser hereunder in connection with this requirement as liquidated damages. Purchaser shall provide the Approved Lender with the necessary forms to authorize disclosure to the Seller of all applications, documents and any other financial information submitted by Purchaser to the Approved Lender in connection with the Purchaser's application for financing pertaining to this Agreement.

(b) Contingency. In the event Purchaser, having undertaken and performed the acts set forth herein, fails to qualify for a mortgage loan on terms reasonably consistent with those prevailing in the Miami-Dade County, Florida market within thirty (30) days of the date hereof, Purchaser must notify Seller in writing of this fact within five (5) days from the date Purchaser is notified of such failure, whereupon Seller shall return any deposit monies paid hereunder, and the parties hereto shall be relieved of all further obligations and liabilities hereunder. If Purchaser, having elected to timely apply to the Approved Lender, is unable to obtain said loan commitment within thirty (30) days from the date of this Agreement (and any extended period which Seller may at any time in its discretion designate in writing) then Seller may cancel the Agreement by notice to Purchaser and Seller shall return to Purchaser all deposits previously paid by Purchaser to Seller thereunder less a processing fee of \$125.00 and except the contract price of any optional items, extras, or customer selected materials which are ordered or installed at Purchaser's authorization (if Purchaser has ordered such extra items and the payment thereof is held by a third party, then Purchaser hereby directs third party to pay same to Seller), and the parties will thereafter have no further obligations under the Agreement. Purchaser may not terminate this Agreement for the lack of such loan commitment being issued by the Approved Lender within the allowed time period if the same has not been issued due to failure of Purchaser to use best efforts to procure such commitment. If Purchaser fails to notify Seller of Purchaser's failure to qualify for a mortgage loan with the Approved Lender, then without further notice, this Agreement shall become a cash transaction and all provisions set forth herein relative to a mortgage loan as part of the method of payment of the Purchase Price will be deemed null and void. In addition, if Purchaser failed to qualify for the mortgage loan from the Approved Lender due to Purchaser's failure to perform the acts set forth herein, such event shall constitute a default by Purchaser hereunder, entitling Seller to retain the Deposit and all other sums paid hereunder as liquidated damages.

(c) Commitment. Upon initial qualification of Purchaser for a mortgage loan, which shall be evidenced by a written loan commitment or approval from a lender (the "Commitment" or "Approval"), the financing contingency shall be deemed satisfied and Purchaser shall be unconditionally obligated to purchase the Property. Purchaser shall be deemed qualified regardless of conditions, if any, imposed in such approval by its lender relating to matters outside of this transaction, title matters or the execution of documents. After Purchaser has been initially approved by the Approved Lender for said mortgage, it shall be the responsibility of Purchaser to remain qualified to the date of Closing. Purchaser shall provide Seller with a copy of the written approval or commitment received by Purchaser from its lender within three (3) days of its receipt thereof. The Approved Lender is authorized by Purchaser to investigate Purchaser's character, representations and financial responsibility. PURCHASER AGREES TO INCUR NO DEBT OR CREATE A CHANGE IN THEIR FINANCIAL STATUS SUBSEQUENT TO THE DATE HEREOF WHICH MIGHT JEOPARDIZE APPROVAL OF PURCHASER'S MORTGAGE LOAN.

(d) Loan Amount Acceptance. In the event that the mortgage applied for shall be approved in an amount reduced by no more than five percent (5%) of the requested mortgage sum, Purchaser agrees to accept such reduction of the mortgage. In the event that the mortgage applied for shall be approved in an amount reduced by more than five percent (5%) of the requested mortgage sum, Purchaser shall have agreed to accept such further reduction of the mortgage unless within five (5) days after written notice thereof, Purchaser gives Seller notice to the contrary. In the event of any reduction of the mortgage amount, the cash to be paid at the closing by Purchaser shall be correspondingly increased.

(e) Sale of Other Homes. Purchaser represents and warrants that this Agreement and the mortgage loan referenced herein are not and will not be subject to or contingent upon Purchaser selling Purchaser's present residence or other property unless the parties execute an Addendum to this Agreement to that effect on the Seller's form provided for such purposes. If the loan commitment contains any contingency for the sale by Purchaser of any other residence of Purchaser (or any other property whatsoever) such contingency shall have no bearing on this Agreement. If Purchaser fails to satisfy such loan commitment contingency so that the loan cannot be funded to purchase the Home, Purchaser shall be in default under this Agreement.

4. COMPLETION OF PROPERTY.

(a) The Home being sold to Purchaser is an unfurnished Home. At Closing, the Property will be delivered to Purchaser with the appliances, fixtures and personalty designated as the standard features in the Sales Brochure (the "Standard Features") or of

Purchaser(s) Initials [Redacted]

equal quality. The Home actually constructed shall be similar to the floor plan contained in the Sales Brochure which includes a delineation of the Standard Features but notice is hereby given that the room measurements contained in the brochure are estimates only and should not be relied upon as establishing the room dimensions after construction. Seller shall have the right to make changes in the Home, including, without limitation, reversal of the floor plan of the Home to the floor plan of the Model or as shown in Seller's Sales Brochure, provided the Home shall remain the same approximate size. Items of personalty, furnishings, fixtures, wall coverings, moldings or other decorating improvements displayed in models are not included in the Purchase Price unless they are specifically listed as Standard Features in the Sales Brochure. Swimming pools, screened-in patios, fencing and special landscaping are not included unless so stated in Seller's Sales Brochure as a Standard Feature. Models are for display purposes only, and may contain carpeting and other floor coverings, mica, cabinets and plumbing features that are of different grades than the standard grades described in Seller's Sales Brochure. Purchaser shall complete color selections and pay in full for any upgrades which are non-standard (not included as Standard Features) and one-half (1/2) the cost of standard options within ten (10) days after notification by Seller to do so. If Purchaser fails to make selections or payments within the time limits stated herein, then Purchaser shall be precluded from making any selections thereafter and Seller shall not be obligated to accept any non-standard changes or modifications of any type except as may be set forth in the brochure as Standard Features. Thereafter, in the event non-standard changes requested by Purchaser are approved by Seller (which changes must be agreed to in writing by both parties), Purchaser agrees to pay the entire cost of such approved changes at the time of approval by Seller. Purchaser acknowledges that this payment is non-refundable in the event Purchaser does not close on the Property for any reason whatsoever. Property interiors and personalty are subject to shading and gradation and may vary from samples of models or color charts. Any changes to the color selections or upgrades beyond the ten (10) day period will be at Seller's discretion. If Seller is willing and able to make the changes, Purchaser will be charged a \$500.00 processing fee. Seller is not obligated to agree to make non-standard changes.

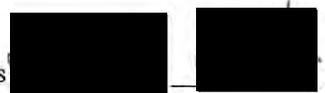
(b) Seller shall attempt to complete construction of the Home by the Estimated Completion Date reflected on the first page hereof, but shall not be obligated to complete construction by such date. Seller cannot guarantee a firm completion and availability date, such advance projections being by their very nature approximate estimates. Seller shall make reasonable and diligent effort to meet or exceed the estimated completion date. Seller unconditionally agrees to complete construction of the Property not later than two (2) years from the date of this Agreement. Subject to the foregoing, it is the intent hereof to bind Seller to deliver the completed Property not later than two (2) years from the date of this Agreement (in accordance with the exemption requirements under 15 U.S.C. Section 1702(a) (2) of the Interstate Land Sales Full Disclosure Act) and to give Purchaser the rights and remedies set forth in this Paragraph 4 in the event the Property is not so completed and delivered to Purchaser within the two (2) year period. Notwithstanding any other limitation of remedies contained in this Agreement, Purchaser shall be entitled (i) to seek specific performance of this covenant by Seller to complete construction of and deliver the Property to Purchaser within two (2) years of the date of this Agreement, or (ii) to recover damages from Seller resulting from the failure of Seller to complete construction of the Property within such two (2) year period.

(c) The Property sold pursuant to this Agreement shall be deemed ready for delivery to Purchaser on the date of the issuance of a certificate of occupancy pursuant to Paragraph 9 hereof.

(d) Purchaser acknowledges that model and/or floor plans of the Home being purchased by Purchaser have been made available to Purchaser, or Purchaser has been shown the Home being purchased hereunder. Purchaser acknowledges that all furnishings, wall coverings, fixtures, or other decorative improvements appearing in any model, are not included in the Home and that carpeting, cabinets, mica, floor tile, and paints, may be of a different color or grade than as shown. Purchaser further acknowledges that quality, colors, or grades of items received by Purchaser and supplied by Seller, may vary from those selected by Purchaser due to shortages, discontinuances of selections, substantial increases in the costs of same, color run variations or requirements of governmental agencies. PURCHASER ACKNOWLEDGES AND AGREES THAT THE HOME IS WHAT IS COMMONLY REFERRED TO AS A "ZERO LOT LINE" HOME.

(e) For reasons of safety and requirements under policies of insurance held by Seller, neither Purchaser nor any agent of Purchaser, shall be permitted to enter the Home (except in connection with the pre-closing inspection) until after Purchaser has closed this Agreement and has taken possession of the Home, whereupon his rights of entry shall be as set forth in the Community Documents. If this Agreement is executed prior to the Completion Date, the following paragraph is applicable: **Purchaser herein acknowledges that due to constraints imposed by Seller's insurance provider, Seller has a No Trespass policy wherein Purchaser may only visit the property during periods of construction if a prearranged and approved schedule to do so has been acknowledged in writing by Seller. Failure to abide by this policy shall constitute a default of the provisions of this Agreement.**

Purchaser(s) Initials



(f) If Purchaser desires Seller to include in the Home optional improvements and should an optional improvement desired by Purchaser not be included by Seller, for whatever reason, Purchaser's exclusive remedy shall be a refund or credit of the contract price attributable to the optional improvement including the Change Order Fee. Seller reserves the right to deny requests in the event the construction schedule does not allow for the said changes or as required by governmental authorities.

5. **HOME NOT INVESTMENT.** The Property described herein is being sold to Purchaser for use as a residence, permanent, secondary or otherwise, and not a financial investment. Purchaser acknowledges that no representations have been made to Purchaser as to said Property by Seller or Seller's agents and its value as a financial investment.

Purchaser(s) Initials  

6. **HOME IS INVESTMENT.** The Property described herein is being sold to Purchaser as a financial investment. Purchaser acknowledges that no representations have been made to Purchaser as to said Property by Seller or Seller's agents and its value as a financial investment.

Purchaser(s) Initials \_\_\_\_\_ Purchaser(s) state(s) this is a FINANCIAL INVESTMENT

7. **HOMEOWNERS' ASSOCIATION.**

(a) **Membership.** Purchaser, by virtue of his or her purchase, shall be a member of the homeowners or property owners' association (the "Homeowners' Association") for the applicable subdivision wherein the Property is located (the "Subdivision"), organized for various purposes, including operating and maintaining the common areas of the Subdivision. Additionally, Purchaser has been advised that a Florida not-for-profit corporation (the "Master Association") may be formed (or is already formed) (the "Homeowners' Association" and "Master Association" shall collectively be referred to herein as "Associations"), for various purposes, including operating and maintaining common areas including access roads within the Community. Purchaser acknowledges receipt of copies of the Declarations of Covenants and Restrictions executed for the Subdivision and for the Community, and agrees to be bound by said documents and all exhibits and attachments thereto as they may be modified or amended from time to time. Purchaser acknowledges and agrees that said documents are covenants running with the land.

PURCHASER'S PROPERTY WILL BE SECURITY FOR THE PAYMENT OF HIS/HER ASSESSMENTS BY THE HOMEOWNERS' ASSOCIATION AND MASTER ASSOCIATION, IF ANY. Purchaser acknowledges and agrees that the amount and frequency of payment of the Homeowners' Association and Master Association assessments is subject to change at the discretion of their boards of directors and Purchaser specifically authorizes the boards of directors and officers of the Homeowners' Association and Master Association, if any, to enter into such concession, service, lease and utility agreements as the boards of directors and officers deem advisable, and Purchaser ratifies and approves same and agrees to be bound by the terms and conditions thereof.

In accordance with the terms and conditions contained in the Community Documents, Purchaser acknowledges and understands that after the closing Purchaser will be responsible for the payment to the Associations of certain assessments to be levied against the Home by the Associations. If any planned improvements or services, including recreational facilities, have not been provided as of Purchaser's closing, same will NOT entitle Purchaser to any reduction in the amount of any assessments. Purchaser further acknowledges and understands that there will be a lien against the Home for any assessment not paid as required by the Community Documents. Purchaser acknowledges that there are many other matters regarding the Community as set forth in the Community Documents delivered to Purchaser and that the reading of this Agreement is not a substitute for the reading of all Community Documents. Purchaser agrees to abide by all of the terms and conditions set forth in the Community Documents and all amendments thereto.

(b) **Associations: Receipt of Community Documents.** Upon taking title to the Property, Purchaser shall automatically become a member of the Homeowners' Association and Master Association, if any, identified in, and administering any declarations of covenants or similar instruments running with and binding the Property. Purchaser understands Purchaser's membership will take effect at Closing. At that time, Purchaser agrees to accept all liabilities and obligations of such memberships.

Purchaser acknowledges receipt from Seller, prior to signing this Agreement, of copies of the following documents (the "Community Documents"): \_\_\_\_\_

Purchaser's Initials: \_\_\_\_\_

Purchaser(s) Initial  

[REDACTED] Master Declarations of Covenants and Restrictions of Aventura Isles (as amended), and all exhibits thereto, including, but not limited to, by-laws and articles of incorporation.

[REDACTED] Energy rating pamphlet and energy performance display card as required by Florida law.

[REDACTED] Rules and Regulations of the Associations.

[REDACTED] Operating budgets for the Associations (which may be in their estimated form).

Purchaser acknowledges and agrees that the Community Documents permit Seller or its affiliates (and their respective successors) and assigns to make amendments to the Community Documents and that any changes made prior to Closing: (i) will not necessarily be delivered to Purchaser (same, nonetheless, being a part of the public records of the County) and (ii) will not affect Purchaser's obligation to perform any or all of Purchaser's duties under this Agreement unless such changes have a serious, measurable and adverse effect on the market value of the Property.

If this Agreement is canceled for any reason, Purchaser will promptly return to Seller all of the Community Documents.

Purchaser understands that the budgets for the Associations are not guaranteed. All budgets are subject to change at any time and from time to time and reflect actual and projected expenditures. These changes may occur before or after Closing, but will not affect any of Purchaser's obligations under this Agreement (except as to resulting changes in closing pro-rations). Purchaser recognizes and agrees that Purchaser's assessments may include expenses attributable to common areas which are not yet complete or usable by Purchaser.

The provisions of this Paragraph will survive closing.

#### 8. PRE-CLOSING INSPECTION.

(a) Personal Inspection. Purchaser shall make an appointment with Seller to arrange for an inspection of the Property with Seller's representative, at a mutually agreeable time and date, during normal business hours, prior to the Closing Date, as hereinafter defined. If Purchaser desires, Purchaser may, at Purchaser's expense, conduct the personal inspection of the Property together with a third party Inspector (defined as a firm or individual specializing in home inspections and holding an occupational license for such purpose [if required] or by an appropriately licensed Florida contractor), by written notice to Seller, prior to Closing.

(b) List of Inspection Items; Failure to Conduct Inspection. At such pre-closing inspection, commonly referred to as a "walk-through", Purchaser, the Inspector and Seller shall note the deficiencies, including, but not limited to, spackle and paint touch-ups. Purchaser shall execute an inspection "punch list" consisting of work which Seller agrees is either defective or has not been completed. Purchaser shall be deemed to have waived Seller's warranties as to patent deficiencies not on the punch list. In that event, the parties agree that there shall be an un rebuttable presumption that any patent deficiencies reported by any Inspector after Closing shall mean that the defective portion of the Property has been subject to misuse, damage from outside sources including acts of nature or God, the intentional or unintentional act of Purchaser or its invitees, or has not been afforded routine maintenance by Purchaser. Purchaser will be bound by any act or failure to act (omission) by such Inspector.

(c) Seller shall supply the items and complete the work specified in the punch-list as expeditiously as possible within a reasonable period of time after the Closing, not to exceed sixty (60) days. Failure of Seller to complete all items set forth on the punch list prior to Closing shall not excuse Purchaser from Purchaser's obligation to close on the Closing Date, nor shall same permit Purchaser to escrow any of the purchase price. Purchaser's failure to inspect the Home and execute a punch list with Seller's representative shall be deemed to be an unconditional acceptance by Purchaser of the Home, and the Closing shall proceed as scheduled.

#### 9. CLOSING DATE AND POSSESSION.

(a) Seller will notify Purchaser in writing of the time, place and date of the Closing, which date will be at least ten (10) days from the date of Seller's notification of the Closing Date unless Purchaser agrees to close on an earlier date. The purchase and sale of the Property shall be concluded at a closing (the "Closing") which shall be conducted by the closing agent chosen by Seller (the "Closing Agent") who shall receive and disburse all funds, and which shall take place at a time and place designated by Seller (the "Closing Date"), after the Property is "substantially completed" (as hereinafter defined). If Purchaser's Property is completed as of the

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date of this Agreement, the Closing shall take place on a date not less than ten (10) days from the giving of written notice to close by the Seller to Purchaser. The Property shall be considered or deemed substantially completed (as a defined term) upon the issuance of a Certificate of Occupancy ("CO") from the applicable governmental authorities for the Home. Seller, shall, if requested by Purchaser, deliver at Closing a copy of the CO which has been or shall be issued for the Home. When Seller notifies Purchaser as to a Closing Date, Purchaser shall complete the purchase of his or her Property and close under the terms of this Agreement. Purchaser's cash to close shall be made by wire transfer of immediately available funds to the Closing Agent. The HUD 1 closing statement shall be prepared by the Closing Agent.

(b) Purchaser's obligation for payment of periodic assessments by the Homeowners' Association and the Master Association, if any, shall commence from the Closing Date as set by Seller. The Closing Date may be altered by Seller if it deems necessary in its sole discretion. All pro-rations and charges will be made as of the Closing Date originally set by Seller, except that if the Closing Date is extended at Seller's request, the pro-rations and charges will be made as of the delayed Closing Date (the date of actual Closing). Accordingly, if Purchaser fails to close on the date and time set, Purchaser shall be deemed in default. Notwithstanding the foregoing, if Seller elects, in its sole and complete discretion to extend the Closing at the request of Purchaser or Purchaser's lender, the Purchaser shall pay a fee equal to One Hundred and 00/100 Dollars (\$100.00) each day the Closing is delayed. At Closing, Purchaser agrees to execute any closing documents required to effectuate the Closing and where applicable, the closing of Purchaser's mortgage loan.

(c) The Closing Date may be postponed for a period of up to ninety (90) days by Seller in order for Seller to cure defects in title which render title unmarketable or uninsurable as set forth in paragraph 10 below. Purchaser shall be given possession of his or her Property as of the actual Closing and transfer of title. At Closing, all Deposits, together with any interest earned thereon, shall be disbursed to Seller. At Closing, Purchaser shall execute and deliver all documents to Seller required hereunder, including the Closing statement along with the required balance to close in immediately available funds.

**10. TITLE AND CONVEYANCE AT CLOSING.** Title to the Home to be delivered to Purchaser at Closing will be marketable and insurable, subject only to those matter herein below set forth. In connection therewith:

(a) Seller will convey title to the Property by Special Warranty Deed (the "Deed"), subject only to the following: (a) the terms and provisions of the Community Documents, and all attachments and amendments thereto contained in the Community Documents and all attachments and amendments thereto, including, but not limited to, the lien provisions thereof, all of which are covenants that are running with the land, (b) restrictions, covenants, conditions, easements, reservations, limitations and other matters of record, including, without limitation, provisions for a private charge or assessment, as contained in the Community Documents, (c) restrictions, covenants, conditions and easements as contained on the Plat, (d) all matters as shown on the Site Plan of the Subdivision, and an accurate survey of the Property; (e) any mortgage executed or assumed by Purchaser which encumbers Purchaser's Property; (f) all taxes and assessments for the current year and subsequent years attributable to Purchaser's Property; (g) zoning or other restrictions or prohibitions imposed by governmental authorities; (h) liens for public improvements, if any; (i) riparian and littoral rights, if applicable; and (j) any other restrictions, covenants, conditions, limitations, easements, or reservations of record, facts that an accurate survey or personal inspection would disclose, all rights of ingress and egress for utility services applicable to the subdivision and standard printed exceptions contained in an ALTA owner's policy of Title Insurance issued in Miami-Dade County, Florida, hereunder collectively referred to as "Permitted Exceptions". If requested in writing by Purchaser at least three (3) days prior to Closing, Seller shall cause to be delivered to Purchaser a standard ALTA title insurance commitment which obligates the issuing company to issue a title insurance policy to Purchaser insuring the title acquired, subject to the conditions listed above, upon recordation of the Deed. The delivery of the title insurance policy shall be deemed conclusive evidence as to Seller's compliance with this paragraph.

(b) Seller shall have no obligation to provide an abstract of title or prior title insurance policy of the title to Purchaser.

(c) If Seller cannot provide marketable and insurable title as described above, or if the title insurance commitment shows exceptions in addition to the "Permitted Exceptions" rendering title unmarketable, Seller shall have, at its election, a reasonable time (not to exceed ninety (90) days from Seller's receiving notice of such defect) to cure such title defect and shall be entitled to delay in the Closing Date for such period. If such defect is not cured, Purchaser may elect, at the end of said 90-day period, to rescind this Agreement, and have the Deposit returned, or Purchaser may elect to take title in its then existing condition by waiving the defects with no reduction in the Purchase Price. Seller shall not be obligated, or responsible to Purchaser, to take any action to remove any title defects nor shall any action taken by Seller to remove any purported title defect be an admission of a valid objection to title. Taxes and assessments, insurance, utility deposits and other pre-payable and pro-ratable items shall be prorated as of Closing Date set by Seller. Acceptance of the Deed by Purchaser shall be deemed to be an acknowledgment by Purchaser of acceptance of

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terms, conditions, obligations, and covenants set forth in the Community Documents, including without limitation, Purchaser's obligation to pay assessments thereunder and the lien rights of the Associations on the Home as security for payment thereof, and (ii) Seller's full performance and discharge of every agreement and obligation of Seller under this Agreement (except "Punch List Items" relative to Paragraph 8. and "Warranties" as defined in Paragraph 14.), which acknowledgments shall survive delivery of the Deed and possession of the Home.

(d) If Purchaser decides not to use Seth I, Cohen, P.A., Seller's Preferred Title Company ("SPTC"), to convey the property and to coordinate Purchaser's closing, Purchaser shall pay \$250.00 to the SPTC for (i) preparation of the special warranty deed, owner's possession affidavit, no-lien affidavit, affidavit regarding the Foreign Investment and Real Property Tax Act and other documents reasonably required by the title insurer (the "Conveyance Documents"), or (ii) Purchaser can have the Conveyance Documents prepared by a title company of their choosing, and SPTC shall review said documents.

11. PREMISES PRIOR TO CLOSING. Prior to Closing, except for purposes of the pre-closing inspection described above, neither Purchaser nor any agents of Purchaser shall enter upon the project site, other than the sales office and models, or the Property without prior consent of Seller, and any violation of this provision shall be deemed an immediate default of this Agreement ("Trespass Default"). The above Trespass Default term/provision shall be deemed to be a material term of this Agreement. Any entry on the Property by Purchaser shall be at Purchaser's own risk and Purchaser hereby waives any and all claims against Seller for any injury or loss resulting from such entry by Purchaser or any other person accompanying Purchaser or on the Property at Purchaser's express or implied direction. Purchaser hereby indemnifies Seller from and against any claims, suits, controversies, liabilities, debts, damages, costs (including, specifically, attorneys' fees and costs in all trial, appellate and post-judgment proceedings) reckonings and demands whatsoever, arising out of or in connection with any such entry either by Purchaser or any persons entering at Purchaser's expressed or implied invitation or direction.

12. GOVERNMENTAL REQUIREMENTS. In the event that governmental authorities or Seller require any changes to the site plan, plat or any other documents requiring governmental approval relating to the Community, Purchaser hereby consents to such changes, provided that they do not materially and adversely affect the use of the Property as a residence. Accordingly, Purchaser will execute and deliver to Seller at Closing, an irrevocable proxy in favor of Seller to represent and, if need be, vote for Purchaser granting Seller full power and authority to do and perform any and all acts, execute and deliver any and all documentation, including execution and approval of any replats of the Property, and grant and convey easements, rights and/or servitudes upon, over and across the Property as may be required from time to time by any governmental authority, so long as such acts do not materially and adversely affect the use of the Property as a residence. If said proxy is not deemed acceptable by such governmental agencies, Purchaser hereby agrees to execute such documents directly upon request by Seller as required for the foregoing purposes.

13. UTILITIES DISCLOSURE. IT IS POSSIBLE/PROBABLE THAT FROM TIME TO TIME VARIOUS PUBLIC UTILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC, GAS, WATER AND/OR SEWER, WILL REQUEST OR DEMAND AN EASEMENT THROUGH SELLER'S PROPERTY, HOMEOWNERS' ASSOCIATION PROPERTY AND/OR PROPERTY ADJOINING PROPERTY OWNED BY SELLER, FOR THE PURPOSE OF INSTALLING TEMPORARY OR PERMANENT FACILITIES, EQUIPMENT, TRANSMISSION LINES AND THE LIKE, EITHER ABOVE GROUND OR UNDERGROUND. SUCH INSTALLATIONS COULD BE VISIBLE FROM PURCHASER'S PROPERTY. PURCHASER ACKNOWLEDGES THAT SUCH EASEMENTS AND INSTALLATIONS MAY OCCUR AND HEREBY WAIVES AND RELEASES ANY CLAIM ARISING FROM, RELATED TO OR AS A RESULT OF SUCH EASEMENT AND/OR INSTALLATION WHICH COULD OR MIGHT BE ASSERTED AGAINST SELLER, ITS OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES AND AGENTS.

14. LIMITED WARRANTY. For a period of one (1) year from the Closing Date, Seller shall, at its expense, cause to be repaired or replaced any part of the Home which is materially defective due to Seller's workmanship or materials. Provided, however, that except as set forth in the punch list described in Paragraph 8 above, Purchaser agrees that on the Closing Date, the Property and all components of the Property are in satisfactory condition, in compliance with Seller's Plans, are of the quality anticipated and are fit for the purpose intended. This warranty shall not be deemed to relate to any repair or replacement necessitated by damage to the Property from outside sources including acts of nature or God, or the intentional or unintentional act of Purchaser, family members, guests or invitees, or to items provided by other manufacturers (which items include, without limitation, air conditioner, kitchen appliances, swimming pool and pool deck surface, screen enclosure, water heater, and any other "consumer products", as defined by the Federal Trade Commission), as to which Seller is providing no warranty whatsoever to Purchaser; however, Seller shall without recourse deliver the manufacturers' warranties, if any, to Purchaser at Closing. Seller shall have the sole right to determine whether a defect shall be corrected by repair or replacement. Purchaser agrees and understands that normal settling of the foundation slab may be expected which may create fractures on the tile surfaces. Therefore, Seller will not be responsible for the replacement or repair of

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files due to the above cause. In no event shall Seller be liable to Purchaser (or Homeowners Association or any other person or entity) for consequential damages or personal injury arising from any breach of this warranty. This warranty shall not apply if the defective portion of the Property has been subject to misuse, damage by acts of nature or God, or has not been afforded routine maintenance. **THE ABOVE WARRANTY IS EXPRESSLY ACCEPTED BY PURCHASER IN LIEU OF ANY OTHER WARRANTIES EXCEPT AS EXPRESSLY SET FORTH IN THIS PARAGRAPH. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSSON MOSS WARRANTY ACT, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY, AND HABITABILITY AND IMPLIED WARRANTIES OF CONSTRUCTION IN A WORKMANLIKE MANNER, CONSTRUCTION ACCORDING TO THE PLANS AND CONSTRUCTION ACCORDING TO THE APPLICABLE BUILDING CODE ARE HEREBY DISCLAIMED AND EXCLUDED, SAVE AND EXCEPTING THE ONE (1) YEAR LIMITED WARRANTY SET FORTH ABOVE. IT IS UNDERSTOOD AND AGREED THAT SELLER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE, IS LIMITED TO THE REMEDY PROVIDED IN THE WARRANTY STATED HEREIN. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES BASED ON A CLAIMED DIMINUTION IN THE VALUE OF THE PROPERTY, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PURCHASER ACKNOWLEDGES AND AGREES THAT EXCEPT AS SET FORTH IN THE LIMITED WARRANTY ABOVE, SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, AIR, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, AS MAY BE AMENDED FROM TIME TO TIME, OR THE DISPOSAL OR EXISTENCE, IN, ON OR AROUND THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER OR THE DISPOSAL OR EXISTENCE OF ANY PETROLEUM OR PETROLEUM BASED PRODUCTS IN, ON OR AROUND THE PROPERTY OR (iv) THE CONDITION, STATUS, SUITABILITY OF ANY STORAGE TANKS IN OR ON THE PROPERTY OR COMPLIANCE WITH PROVISIONS OF FLA. STAT. SECTION 376.011 ET SEQ. OR FLA. ADMIN. CODE CH. 17-761. SELLER'S SOLE WARRANTY TO PURCHASER IS THE LIMITED WARRANTY IN THIS PARAGRAPH 14. SELLER EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY TYPE OF DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, WHICH THE PROPERTY OR THE INHABITANTS OF THE PROPERTY MAY SUFFER BECAUSE OF ANY EXISTING OR FUTURE ENVIRONMENTAL CONDITIONS AS SET FORTH HEREIN. The provisions of this Paragraph 14 shall survive Closing hereunder.**

15. **BINDING EFFECT.** This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns, and this Agreement may be assigned by Purchaser only with the prior written consent of Seller, which may, in Seller's sole discretion, be withheld for any reason.

16. **LIABILITY OF SELLER.** If Seller shall default in the performance of any of the obligations to be performed by Seller pursuant to this Agreement, Purchaser shall give Seller written notice clearly specifying the nature of such default. If Seller within seven (7) days from receipt of such written notice shall fail to take action that would cure the default within a reasonable period of time, and if Purchaser has performed all his/her obligations hereunder, Seller shall be in default of this Agreement and Purchaser shall be entitled to either receive a return of the Deposit in which event all parties shall be released from any further obligation under this Agreement or seek specific performance against Seller as Purchaser's sole and exclusive remedies, thereby waiving any rights to recover any form of damages against Seller. Notwithstanding the foregoing, Purchaser's remedies in the event Seller fails to complete construction of the Property within two (2) years from the date of this Agreement are as set forth in paragraph 4 above.

17. **RECORDING AND SUBORDINATION.** It shall be a default of this Agreement if Purchaser or anyone acting on Purchaser's behalf shall record this Agreement or any reference thereto in the Public Records of the County or any other county. Purchaser further agrees not to file a lis pendens, claim of lien, or any other document of record concerning any dispute concerning or arising out of this Agreement. Purchaser agrees that all terms and provisions of this Agreement are, and shall be, subject and subordinate to the lien of any mortgage heretofore or hereafter placed upon the Property, and to any ad [REDACTED] fore or hereafter

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made thereon, to the full extent thereof, without the execution of any further legal documents by the Purchaser. The execution of this Agreement shall not in any fashion be construed as giving or granting unto Purchaser any lien upon the Property. Purchaser hereby expressly waives and relinquishes any lien or lien rights, legal or equitable, which might otherwise accrue or be available to Purchaser by operation of law or otherwise.

18. **NOTICES.** All notices, requirements to notify and other communications in connection with this Agreement shall be in writing to the addresses of the parties as set forth in this Agreement, or such other address as either Seller or Purchaser shall designate by written notice in accordance with this paragraph, and shall be deemed given when either (a) delivered by sender to reputable courier or overnight mail service, or U.S. certified mail, return receipt requested, or (b) by hand delivery effected with written evidence of delivery thereof.

19. **CAPTIONS.** The captions contained herein are included solely for the convenience of the parties and do not in any way, modify, amplify or give full notice of any of the terms, covenants or conditions of this Agreement.

20. **APPLICABLE LAW.** This Agreement shall be interpreted according to the laws of the State of Florida, except as specifically preempted by Federal Law. The venue of any litigation arising out of this Agreement shall be Palm Beach County, Florida.

21. **PURCHASER'S FAILURE TO CLOSE; TIME OF ESSENCE.** Time is of the essence with respect to all terms and conditions of this Agreement, except where otherwise specifically provided to the contrary herein. Failure of Purchaser to consummate the Closing as set forth in this Agreement, make payments or applications within the time provided above, or to comply with the provisions of this Agreement within the time provided herein, shall be considered a default of this Agreement, and all sums paid hereunder by Purchaser and any interest thereon shall be retained by Seller as liquidated and agreed upon damages (there being no method available at the date hereof to ascertain damages), and the parties hereto shall be relieved from all obligations hereunder; or Seller, at its option, may file suit for specific performance.

22. **RADON DISCLOSURE.** Radon gas is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding Radon and Radon testing may be obtained from your county health department. The foregoing notice is provided in order to comply with Florida law and is for informational purposes only.

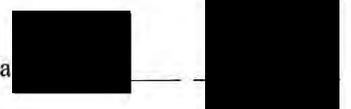
23. **INSULATION.**

(a) Seller hereby advises Purchaser that insulation has been or will be installed in the Home. The location, type, approximate thickness and approximate R-Value (according to the manufacturers thereof) of the insulation are as follows:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Common Walls between Home and Garage	Fiberglass	3.5" or 6.5"	R-11
Garage Attic Ceiling	Fiberglass	6.5"	R-18
Exterior masonry walls (A/C area)	Foil	Foil	R-4.2
Ceiling of A/C Living Area	Blown Fiberglass or Cellulose	11.5"	R-30

(b) Seller reserves the right to use a different type of insulation with a different thickness and R-Value in accordance with the provision of this Agreement. The R-Value information above is based solely on the information given by the appropriate manufacturers (based on the thicknesses listed), and Purchaser agrees that Seller is not responsible for such manufacturers' errors. All of the foregoing information is subject to Seller's general rights to make changes in the Seller's plans regarding the Property and to applicable limitations of Seller's liability to Purchaser. Upon any such change of the insulation, Seller shall provide Purchaser with written notice thereof and such change shall be incorporated into this Agreement automatically.

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(c) According to Federal Trade Commission regulations, all insulation subcontractors must agree to the following information and furnish all information pertaining to compliance with the regulation. The subcontractors understand that Seller is required by the Federal Trade Commission to represent to the purchaser of the home the types and thickness of insulation which are being installed in the home. The installer agrees that, if he/she installs insulation in the home of types and thickness materially different from those stated above, he/she will indemnify and defend (including court costs and fees of attorneys and expert witnesses) Seller from any claims asserted against Seller as a result of such discrepancies by (A) private individuals or (B) the Federal Trade Commission.

24. **RISK OF LOSS.** If the Property is damaged by fire or other casualty after the Effective Date, but before Closing, Seller shall have the option of either (i) repairing the damage caused, or (ii) refunding all Deposits to Purchaser. If Seller elects to repair the damage, Seller shall have a reasonable time period in order to complete said repairs. The repairs will be judged by the same standards used to evaluate new construction in accordance with this Agreement. In such event, Purchaser shall have no right to any reduction in the Purchase Price, nor any claim against Seller, and Purchaser agrees to accept title to the Property on the scheduled Closing Date, as the same may be extended due to repairs as stated above (provided the repairs are finished by the Closing Date). Any money Seller receives in settlement of the damage incurred, through insurance proceeds or otherwise, shall be the sole property of the Seller. If Purchaser receives any money in connection with the damage, Purchaser shall promptly remit same to Seller. If Seller elects not to repair the damage incurred to the Property, this Agreement will be canceled. In that case, Seller shall refund all Deposits, including all interest earned thereon, and this Agreement shall terminate, with no rights or obligations remaining as to either party hereto.

25. **SALES COMMISSIONS.** Seller will pay all sales commissions due to its listing broker and any cooperating broker. By signing this Agreement, Purchaser is representing and warranting to Seller that [redacted] has not consulted or dealt with any broker, salesperson, agent or finder except [insert name of Broker, if applicable] [redacted] (the "Broker") and that Purchaser will indemnify and hold Seller harmless for and from any actions, damages, real estate commissions, fees, costs and/or expenses (including reasonable attorneys' fees and costs), resulting or arising from any commissions, fees, costs and/or expenses due to any such person or company claiming otherwise. This paragraph shall survive closing.

26. **RESPA DISCLOSURE.** As required by the Real Estate Settlement Procedures Act of 1974, Purchaser acknowledges that Seller has not directly or indirectly required Purchaser as a condition of sale to purchase either an owner's or mortgagee's title insurance policy from any particular insurer or agency.

27. **ENERGY DISCLOSURES.** Seller hereby notifies Purchaser that Purchaser may have the Home's energy-efficiency rating determined in accordance with the Florida Building Energy-Efficiency Rating Act (the "Energy Act") under Section 553.990, et seq., of the Florida Statutes. In connection with the Energy Act, Purchaser hereby notifies Seller that it [please check one of the following] ( ) REQUESTS ( ) DOES NOT REQUEST an energy-efficiency rating of the Home (if no box is checked, then Purchaser shall be deemed to have not requested an energy rating). If Purchaser has requested an energy-efficiency rating as provided above, the cost of such energy-efficiency rating shall be paid by Purchaser and Purchaser acknowledges receipt of a copy of such rating prior to the execution of this Agreement. Purchaser also acknowledges receipt of: (a) the information brochure prepared by the Florida Department of Community Affairs which is required to be provided to prospective purchasers under Section 553.996 of the Florida Statutes and contains information on the Energy Act and the energy rating system; and (b) an energy performance level display card in accordance with Section 553.9085 of the Florida Statutes, which contains the minimum energy saving features that will be installed in the Home. Seller is providing the disclosures to Purchaser set forth in this paragraph in accordance with Sections 553.9085 and 553.996 of the Florida Statutes and in no event shall Purchaser have the right to terminate this Agreement as a result of any of the information disclosed by the energy-efficiency rating (if requested), the energy performance display card or any other information given to Purchaser under the terms of this paragraph.

28. **STATEMENT OF CONTRACTORS RESPONSIBILITY UNDER SECTION 489.1425, FLORIDA STATUTES.**

(a) Section 489.1425 (1), Florida Statutes, requires the following to be disclosed in any contract for construction of residential real property:

**FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND**

**PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE**

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**RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:**

**Construction Industry Licensing Board, 1940 North Monroe Street, Tallahassee, Florida 32399-2215  
Telephone: (850) 487-1395**

(b) Pursuant to Section 489.126 (2), Florida Statutes, Purchaser agrees that Seller is not required to apply for a building permit, if required by the applicable codes and ordinances, for Purchaser's Home within thirty (30) days after payment of the deposit due upon execution of this Agreement, and Purchaser further agrees that Seller is not required to start construction on Purchaser's Home within ninety (90) days after the date all necessary permits for construction, if any, are issued. Seller nevertheless agrees to use its best efforts to comply with the time periods set forth in this paragraph 28.(b).

**29. ENTIRE AGREEMENT.** This Agreement, including all exhibits and riders attached hereto, supercedes any and all other understanding and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire agreement and understanding between the parties hereto, and no representations or inducements made prior hereto or contemporaneously herewith, which are not included in and embodied in this Agreement, shall be of any force and effect. This Agreement may be amended and modified only by an instrument in writing and signed by the parties hereto. **PURCHASER REPRESENTS THAT PURCHASER HAS READ THIS AGREEMENT AND ALL EXHIBITS ATTACHED TO IT, THAT PURCHASER AGREES TO BE BOUND BY ALL OF ITS TERMS, AND THAT PURCHASER IS NOT RELYING ON ANY STATEMENT, PROMISE, CONDITION OR STIPULATION NOT EXPRESSLY SET FORTH IN THIS AGREEMENT. PURCHASER UNDERSTANDS THAT SELLER IS RELYING ON SUCH REPRESENTATIONS AND WOULD NOT AGREE TO SELL THE PROPERTY TO PURCHASER WITHOUT SUCH REPRESENTATIONS.**

**30. DISPUTE RESOLUTION AND ATTORNEYS' FEES AND COSTS.** This Agreement will be construed under Florida law. All controversies, claims, and other matters in questions arising out of or relating to this transaction or this Agreement or its breach will be settled as follows:

(a) **Disputes concerning entitlement to deposits made and agreed to be made:** Purchaser and Seller will have thirty (30) days from the date conflicting demands are made to attempt to resolve the dispute through mediation. If no resolution after thirty (30) days, Escrow Agent will submit the dispute, if so required by Florida law, to a Florida court. Purchaser and Seller will be bound by any resulting settlement or order.

(b) **All other disputes:** Purchaser and Seller will have thirty (30) days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute by bringing a civil action in a court of competent jurisdiction; the parties agree that venue for any such actions whether mediation or litigation shall properly lie in Palm Beach County, Florida. The mediator may not alter the Agreement terms. The mediation will be in accordance with the Florida Rules of Civil Procedure. This clause will survive Closing and delivery of the Deed.

(c) **Mediation and Litigation Expenses:** Mediation is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the Florida Rules of Civil Procedure and the selection of a mediator shall be agreed on by the parties. The parties will equally divide the mediation fee, if any. In any civil action whatsoever arising out of the set of facts and circumstances forming this Agreement (regarding the parties' conduct both pre and post closing), each party shall pay its own fees, costs and expenses, including attorney's fees and costs. This clause will survive Closing and delivery of the Deed.

**31. RESIDENTIAL HOMEOWNERS' ASSOCIATION MEMBERSHIP REQUIREMENT DISCLOSURE:** This is to advise the Purchaser, pursuant to Section 720.401, Florida Statutes of the following disclosure:

**DISCLOSURE SUMMARY FOR AVENTURA ISLES ("COMMUNITY"):**

- 1. AS A PURCHASER OF PROPERTY IN THIS COMMUNITY, YOU WILL BE OBLIGATED TO BE A MEMBER OF A HOMEOWNERS' ASSOCIATION.**
- 2. THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN THIS COMMUNITY.**

Purchaser(s) Initial

3. YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE ASSOCIATION. ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS [REDACTED] PER MONTH. YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$0.
4. YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, OR SPECIAL DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.
5. YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY A MANDATORY HOMEOWNERS' ASSOCIATION COULD RESULT IN A LIEN ON YOUR PROPERTY.
6. THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE HOMEOWNERS' ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$0.
7. THE DEVELOPER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS WITHOUT THE APPROVAL OF THE ASSOCIATION MEMBERSHIP OR THE APPROVAL OF THE PARCEL OWNERS.
8. THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND, AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE COVENANTS AND THE ASSOCIATION GOVERNING DOCUMENTS BEFORE PURCHASING PROPERTY.
9. THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE PURCHASER BEFORE EXECUTING THIS AGREEMENT FOR SALE, THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN 3 DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT. PURCHASER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

PURCHASER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL HE/SHE HAS READ THE DISCLOSURE SUMMARY SET FORTH ABOVE, WHICH SUMMARY IS REQUIRED BY SECTION 720.401, FLORIDA STATUTES.

THE UNDERSIGNED PURCHASER(S) ACKNOWLEDGES THAT HE/SHE/THEY RECEIVED AND READ THIS DISCLOSURE SUMMARY BEFORE EXECUTING THIS AGREEMENT.

Purchaser(s) Initials [REDACTED] - [REDACTED]

32. ASSIGNMENT. This Agreement is personal to Purchaser and may not be assigned or transferred by Purchaser without the prior written consent of the Seller, which consent may be withheld by Seller in Seller's sole discretion. Any attempted assignment in violation of this provision shall be null and void. This Agreement may be assigned by Seller without any consent required on the part of Purchaser.

33. USE OF THE REMAINING PROPERTY.

(a) As long as Seller, Seller's successor in interest ("Developer"), or other builders own property in the Community, Seller, Developer or such other builders may keep a sales center, offices (including construction trailers) and model homes in the

Purchaser(s) Initials [REDACTED] - [REDACTED]

Community (including on the common areas). Such persons' salespeople may show homes, erect advertising signs and do whatever else is necessary and helpful for sales, leasing or management; however, such use of the property cannot unreasonably interfere with Purchaser's use of the Property.

(b) In addition to the foregoing, Seller, Developer and other builders and their affiliates, contractors, subcontractors, licensees and designees may conduct such activities, including but not limited to, site development, construction, excavation, repair and other activities in or around the Community as are deemed necessary or appropriate in the sole discretion of the party conducting such activities. Without limiting the generality of the foregoing, and as a material inducement to Seller to enter into this Agreement, Purchaser acknowledges and agrees:

SELLER, DEVELOPER AND/OR THE OTHER PARTIES DESCRIBED ABOVE WILL BE CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN THE COMMUNITY IN GENERAL, OR AROUND THE PROPERTY IN PARTICULAR, BOTH BEFORE AND AFTER PURCHASER CLOSES UNDER THIS AGREEMENT. PURCHASER RECOGNIZES THEIR RIGHTS TO DO SO AND WILL NOT (i) DEEM ANY OF THESE ACTIVITIES TO BE NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, (ii) ENTER, OR ALLOW ANY OF PURCHASER'S CONSULTANTS, AGENTS, CONTRACTORS, OR ANY OTHERS UNDER PURCHASER'S CONTROL TO ENTER ANY AREAS WHERE SUCH ACTIVITIES ARE BEING CONDUCTED (EVEN WHEN THEY HAVE TEMPORARILY CEASED, SUCH AS DURING NON-WORKING HOURS) AND WILL NOT HOLD SELLER OR DEVELOPER LIABLE OR SUE SELLER OR DEVELOPER FOR ANY DAMAGE, INJURY OR DEATH ARISING FROM OR CONNECTED WITH ANY SUCH ENTRY.

(c) Purchaser understands and acknowledges that Seller's construction, development and sales program will probably be in progress and continue after Closing. Purchaser consents to, after Closing, Seller using homes owned by it as models, continuing its construction, development and sales program and maintaining sales trailers and signs, exhibits, displays, barriers, walks, lights (Seller will pay for any electricity consumed in connection therewith), sound effects (Seller will pay for electricity consumed in connection therewith) and the like, either indoors or outdoors, and anything else during the time and in the manner that Seller, in Seller's opinion, deems advisable for the promotion and sale of such homes (as well as lots for other projects owed or developed by Seller in the vicinity of the Community). As long as Seller is selling homes, Seller shall have the right to use all common areas. An access easement through the common areas is hereby reserved by the Seller for itself and its designees in order to complete the improvements in the Home or as may be reasonably required in order to complete construction of the neighboring homes. This easement shall continue until sixty (60) days after the completion of the improvements, the Home or the neighboring homes, whichever occurs last. Seller has the right to sell one or more of the homes to a person or persons in the business of selling or developing residential property. If Seller does so, Seller may also transfer Seller's right under this Agreement to that person. That transfer, however, will not diminish Seller's rights under this Agreement with respect to other homes which Seller owns or acquires. Seller shall also have the right to have all gates remain open while Seller is conducting sales activity on the common areas (including weekends and holidays) without charge and without any liability to the Association, any Owners of property within the Community, tenants, guests, invitees or family members.

(d) The provisions of this paragraph will not limit the generality or effect of any similar provisions in any of the Community Documents, and will continue to be effective after (survive) Closing.

**34. DISCLAIMER, WAIVER AND RELEASE OF CLAIMS REGARDING MOLD AND MILDEW.** Mold occurs naturally in almost all indoor environments. Mold spores may also enter a home through open door ways, windows or a variety of other sources. Purchaser acknowledges that the Home is located in a hot, humid climate ("Florida Environment"), which is conducive to the growth of mold and/or mildew. Mold is naturally occurring and may cause health risks or damage to property. If Purchaser is concerned or desires additional information regarding mold, Purchaser should contact an appropriate professional. Mold and/or mildew may be present during or after construction in the indoor air and/or on the interior surfaces of the Home, including, but not limited to, wall cavities, attics, windows and/or on the exterior surfaces of the Home or any part thereof. Prior to Closing, Seller will inspect the Home on three (3) separate occasions for, among other things, visible mold and/or mildew, water infiltration, and evidence of water damage, and to the extent these items are present they will be noted. Purchaser and/or his agents are obligated to attend the three (3) inspections. Because of the Florida Environment, Purchaser understands and Seller strongly recommends an inspection of the Home prior to Closing by a qualified, licensed contractor or professional for mold and/or mildew, evidence of water damage and poor or unsatisfactory air quality, which inspection shall include, but not limited to, water leaks, condensation, infiltration and flooding. Seller knows of no defects or deficiencies in the design, installation or materials in the Home relating to the causation or facilitation of mold and/or mildew. Purchaser understands and acknowledges that Seller makes no warranty or representation of any kind, express or implied warranty of habitability, merchantability, fitness for a particular purpose, or good workmanship as to building materials and/or construction means and methods with regard to indoor air quality or the presence or absence of mold and/or mildew and any chemical or toxin secreted therefrom, in or in proximity to the Home or regarding the effectiveness of any architectural or engineering fixture or design for reducing the presence, effect or growth of mold and/or mildew, the responsibility for the prevention of these items being that of the Purchaser through proper inspection and maintenance of the Home. Purchaser and Seller hereby

Purchaser(s) Initials

specifically agree that Seller shall not be responsible for the prevention of mold and/or mildew or any damages, including, but not limited to, any special or consequential damages, property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of income, diminution or loss of value of the Home or Property, economic damages, and adverse health effects relating to, arising from, resulting from or caused by mold and/or mildew accumulation regardless of the cause of said mold and/or mildew. **FOR GOOD AND VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, PURCHASER FULLY, FINALLY, AND FOREVER RELEASES AND DISCHARGES SELLER FROM AND AGAINST ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES, LOSSES, AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT PURCHASER HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL, OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.** The provisions of this Paragraph, which are a material part of this Agreement, shall survive Closing.

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**35. MISCELLANEOUS.**

(a) **PURCHASER AND SELLER WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT LEGAL PROCEEDINGS ARE INSTITUTED BY EITHER PARTY HERETO IN CONNECTION WITH THIS AGREEMENT.**

(b) No waiver of any provision or condition of this Agreement by any party shall be valid unless signed in writing by the party waiving a provision or condition. No such waiver shall be taken as a waiver of any other or similar provision or of any future event, act or default.

(c) If after the date of this Agreement, Seller, determines in its sole discretion, that Seller has or will incur any additional or increased costs relating to the Home due to any new or modified statute, ordinance, building code, or governmental regulation, or any changes in the interpretation or enforcement policies of any governmental authority relating to same; or due to any new or increased fees or charges imposed by any governmental authority or utility company; or due to any increases in labor or materials which are beyond Seller's reasonable control and which are generally applicable in the area where the Home is located, Seller may notify Purchaser of such additional or increased cost, and Purchaser agrees to pay for same at the time of Closing. However, Purchaser may reject any such increases totaling more than five percent (5%) of the total purchase price by written notice to Seller within three (3) business days after Purchaser is notified of the price increase, and in any event prior to the Closing, and if Purchaser does so Seller will have the right to terminate this Agreement, in which event Seller shall return all Deposits to Purchaser and thereafter the parties shall be relieved of all obligations hereunder.

Purchaser(s) Initials [redacted]

(d) Purchaser shall reimburse Seller at closing for survey costs associated with the Property in the amount of \$250.00 and shall pay to the Homeowners' Association at Closing a sum equal to three (3) months of the common expenses assessed against the Property by the Homeowners' Association as an initial contribution to the capital of the Homeowners' Association. This is a one-time contribution to be made by purchasers of the homes within the Subdivision, including Purchaser, as a contribution to the working capital of the Homeowners' Association. This contribution shall not be refundable to Purchaser in the event of a subsequent sale of the Property or otherwise, and shall not relieve Purchaser of its obligation to pay Purchaser's pro rata share of the then current assessments by the Homeowners' Association and the Master Association and the assessment for the quarter immediately following the quarter in which Closing occurs which are to be paid by Purchaser at Closing as provided in Paragraph 2 above.

(e) Purchaser shall be responsible for the payment of all utility deposits, installation or connection charges due to any utility with respect to the Home, interim service fees, solid waste disposal service fees, as well as any costs due with respect to any mortgage obtained by Purchaser in connection with the purchase of the Home.

(f) Prior to Closing, Purchaser may not store any goods or possessions within the Home.

(g) In the event that canal water is to be used to supply a sprinkler system, Seller will make every reasonable effort to ensure that the intake screen for such water is placed in a clear location but Seller shall not in any manner be responsible for any subsequent fouling or cleaning of the intake screen (foot valve). Fouling may be caused by animal or vegetable elements present in the canal or lake. Therefore, the parties agree that the condition of the intake screen is a matter beyond Seller's control.

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(h) Purchaser recognizes that the presence of minerals or other elements in the water supply and/or sprinkler systems, may stain and/or cause damage to the wall finish of the Home, or to shrubs, trees, grass, walks, driveways and other structures. Accordingly, Purchaser will not hold Seller responsible for repair, cleaning, or restoration of such damaged items.

(i) Time is of the essence in this Agreement. Any reference herein to time periods of less than six (6) days shall in the computation hereof exclude Saturdays, Sundays and legal holidays, and any time period provided for herein which shall end on Saturday, Sunday or legal holiday shall extend to 5:00 P.M. of the next business day.

(j) Purchaser acknowledges that although the Home is located in Miami-Dade County, Florida, Seller is accepting Purchaser's offer and executing this Agreement at its Home Office in Palm Beach County, Florida. Accordingly, an irrefutable presumption exists that the only appropriate venue for the resolution of any dispute lies in Palm Beach County, Florida. In addition to the foregoing, each Purchaser and Seller agree that the venue for resolution of any dispute lies in Palm Beach County, Florida.

(k) This Agreement and the exhibits attached hereto contain all of the representations, warranties and promises of Seller. No agent or a representative of Seller is authorized to make any representations or promises on behalf of Seller, and Seller makes no other warranties, express or implied, except as specifically set forth in this Agreement. Purchaser specifically agrees and understands that verbal promises and representations are not valid and that Seller hereby expressly disclaims any promises or understandings not specifically contained or described in this Agreement and the attached exhibits.

(l) **CONSTRUCTION DEFECTS NOTICE OF CLAIM: ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.**

(m) **INDUCEMENT.** Purchaser acknowledges that the primary inducement for Purchaser to purchase under this Agreement is the Property itself and not the recreational amenities or other common areas of the Community or any part of it. Purchaser also acknowledges that Purchaser was not induced to purchase the Property or sign this Agreement by any oral statement or oral representation made by Seller, Developer, Broker or any of their respective agents.

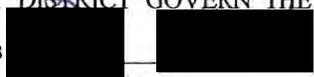
(n) **SEVERABILITY.** Should any part, clause, provision or condition of this Agreement be held by a court of competent jurisdiction to be void, invalid or inoperative, including but not limited to compliance with 15 U.S.C. 1702(a)(2) of the Interstate Land Sales Full Disclosure Act ("Act"), the parties agree that such invalidity shall not effect any other part, clause, provision or condition hereof, and that the remainder of this Agreement shall be effective as though such void part, clause, provision or condition had not been contained herein. Additionally, if the interpretation of a provision of this Agreement or a condition within this Agreement could invalidate this Agreement pursuant to the Act, then this Agreement shall be modified accordingly so that the offending part, clauses provision or condition of this Agreement will either be deleted or modified so that the intent of the parties can be fulfilled and yet the offending provision is removed.

(o) **SELLER'S OPINION/DISCRETION.** Purchaser acknowledges and agrees that in several instances in this Agreement the Seller has the sole discretion to decide whether to act or to make a specific decision concerning a certain matter. Purchaser acknowledges and agrees that the words "sole discretion" or "Seller's discretion" as they are used with respect to Seller's ability to exercise certain of Seller's rights in this Agreement grant Seller the full right and authority to decide what to do in those instances. Purchaser acknowledges and agrees that in several instances in this Agreement "Seller's opinion" (or words of similar meaning) will decide the outcome of a certain matter. Purchaser will have no right to contest any act or decision made by Seller on any matter in which Seller's opinion controls unless the act or decision has no reasonable basis whatsoever.

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36. **GOVERNMENT CHANGES.** In the event any government authorities require Seller to make any changes to the Property (i.e., new items or requirements are added to the local building code) after the Effective Date, Purchaser hereby consents to such changes and agrees to pay for same at the time of Closing, as more particularly provided in subparagraph 35(c).

37. **WATER LEVELS.** PURCHASER ACKNOWLEDGES THAT ALL LAKES AND CANALS (SINGULARLY REFERRED TO AS "LAKE AREA" AND COLLECTIVELY REFERRED TO AS "LAKE AREAS") WITHIN THE COMMUNITY ARE DESIGNED AS WATER MANAGEMENT AREAS AND ARE NOT DESIGNED AS AESTHETIC FEATURES. PERMITS FROM VARIOUS REGULATORY AGENCIES INCLUDING SOUTH FLORIDA WATER MANAGEMENT DISTRICT GOVERN THE

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CONTROL OF WATER LEVELS. DUE TO VARYING CLIMATIC CONDITIONS, ENVIRONMENTAL CONDITIONS OF WATER USE REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, FLUCTUATIONS IN GROUND WATER ELEVATIONS, PRIORITIES ESTABLISHED BY GOVERNMENTAL AUTHORITIES, AND OTHER CAUSES OUT THE CONTROL OF SELLER OR THE ASSOCIATIONS, THE WATER LEVELS IN THE LAKE AREAS, DEPENDING ON CONDITIONS, WILL RISE AND FALL AS OFTEN AS DAILY AND ON OCCASION THE WATER LEVEL MAY DECLINE SIGNIFICANTLY AND RESULT IN CHANGES TO THE APPEARANCE OF THE LAKE AREAS. THESE WATER LEVEL FLUCTUATIONS AND CHANGES IN THE APPEARANCE OF THE LAKE AREAS ARE CONSIDERED NORMAL OCCURRENCES. PURCHASER FURTHER UNDERSTANDS AND ACKNOWLEDGES THAT NEITHER THE SELLER NOR THE ASSOCIATIONS HAVE CONTROL OVER SUCH WATER LEVEL FLUCTUATION NOR ASSOCIATED IMPACTS TO PLANT GROWTH IN THE LAKE AREAS. THEREFORE, PURCHASER AGREES TO RELEASE AND HOLD HARMLESS SELLER AND THE ASSOCIATIONS (THE "RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS AND EXPENSES OF WHATEVER NATURE OR KIND, INCLUDING ATTORNEYS' FEES AND COSTS, ARISING FROM OR RELATING IN ANY MANNER TO THE LAKE AREAS, INCLUDING, WITHOUT LIMITATION, WATER LEVEL FLUCTUATIONS, PERMITTING, CONSTRUCTION AND MAINTENANCE THEREOF. PURCHASER SHALL NOT ALTER, MODIFY, EXPAND, OR FILL ANY LAKE AREA WITHOUT THE PRIOR WRITTEN APPROVAL OF SELLER, ASSOCIATIONS AND APPLICABLE GOVERNMENTAL AUTHORITIES AS MAY HAVE RELEVANT JURISDICTION OVER SUCH MATTERS.

38. **CABLE AGREEMENT.** Purchaser acknowledges and agrees that the Property may now or hereafter be subject to a broadband bulk cable service agreement (the "Cable Agreement") and that Purchaser shall be bound by the terms of such Cable Agreement and that, pursuant to the terms of such Cable Agreement, Purchaser will be billed by the Homeowners' Association for cable services to the Property.

39. **PRE-SALE REQUIREMENT.** If Seller has been unable to obtain purchase contracts for at least sixty-five percent (65%) of the lots within the Community or phase, if a phased project, within one hundred eighty (180) days from the date the first purchaser signs a Purchase Contract for a lot within the Community or phase, if a phased project, Seller may unilaterally terminate this Agreement by delivery of written notice to Purchaser and, upon delivery of such notice and refunding to Purchaser all Deposits actually submitted by Purchaser in accordance with the terms of this Agreement, including any and all accrued interest thereon, Seller shall have fulfilled all of Seller's obligations to Purchaser under this Agreement and this Agreement shall automatically be terminated and Purchaser, Seller and Escrow Agent shall be released from any and all duties, liabilities and obligations to the other hereunder. However, nothing contained in this Paragraph 39 shall be construed to extend the two (2) year period for completion of construction of the Property described in Paragraph 4 hereof. Nothing herein contained shall be construed or so operate in a manner inconsistent with 24 CFR §1710.5.

40. **RESALE RESTRICTIONS. PURCHASER UNDERSTANDS AND AGREES THAT THE FOLLOWING INVESTOR RESTRICTIONS AND HARDSHIP CRITERIA APPLY TO THIS PURCHASE:**

(a) Purchaser acknowledges that in the event Purchaser resells the Home within three (3) years after the Closing Purchaser will pay Seller a resale fee. The resale fee will be equal to a percentage of the Total Purchase Price paid by Purchaser at the Closing of the Home, which percentage will be equal to 10% if Purchaser resells the Home within the first year after Purchaser's Closing, 8% if Purchaser resells the Home within the second year after Purchaser's Closing, and 6% if Purchaser resells the Home within the third year after Purchaser's Closing. Said resale fee will be due and payable upon the conveyance by Purchaser of the Home within such three (3) year period.

(b) In the event any resale fee or brokerage fee (a "Fee") is not paid when due, then in addition to the Fee, Purchaser shall pay interest on the Fee at the highest rate permitted by law, not to exceed 18% per year, from the date the Fee is due until the Fee is paid by Purchaser, plus any costs and attorneys' fees incurred by Seller or Realty in collecting such sums. Purchaser's grantee shall be jointly and severally liable with Purchaser for the payment of the Fee, interest, costs and attorneys' fees. To enforce the payment of the amounts set forth in paragraph 37. (a), (b) and (c), at Closing a deed restriction shall be recorded containing the above provisions, and granting Seller and Realty a lien to enforce the payment of all sums due if not paid.

(c) **Hardship.** The following events shall be deemed to constitute "hardship" situations under which Purchaser may transfer, sell, assign lease or convey (collectively, a "Transfer") Purchaser's right, title, and interest in the Home before occupying and holding title to the Home for a period of one (1) year after Closing: (1) A transfer resulting from Purchaser's death; (2) A transfer by Purchaser where Purchaser's spouse becomes the only co-owner of the Property with Purchaser; (3) A transfer resulting from a decree of resolution of marriage or legal separation or from a property settlement agreement incident to such a decree; (4) A transfer by Purchaser into a revocable inter vivo trust in which Purchaser is the beneficiary; (5) A transfer resulting from Purchaser's new marriage or re-marriage;

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[REDACTED]

(6) A transfer necessitated by the birth of another child; (7) A transfer, conveyance, pledge, assignment or other hypothecation of the Property to secure the performance of an obligation, which transfer, conveyance, pledge, assignment, or hypothecation will be released or re-conveyed upon the compliance of such performance; (8) A transfer by Purchaser where necessary to accommodate a mandatory job transfer required by Purchaser's employer (not applicable if Purchaser is self-employed).

(d) Paragraphs 40. (a), (b) & (c) shall survive Closing.

41. **FLOOD ZONE.** Purchaser is advised to verify by elevation certificate which flood zone the Home is in, whether flood insurance is required by Purchaser's lender, and what restrictions apply to improving the Home and rebuilding in the event of a casualty. Please see attached Exhibit "A" for additional flood zone disclosures.

42. **PLANS.** SELLER HEREBY ADVISES PURCHASER OF THE FOLLOWING: THIS HOME WILL BE BUILT IN COMPLIANCE WITH THE FLORIDA BUILDING CODE AS DETERMINED BY THE STATE LICENSED AND REGISTERED ARCHITECTS AND ENGINEERS PRIVATELY HIRED BY THE SELLER AND APPLICANT FOR PERMITS TO PERFORM CERTIFICATION OF PLANS AND INSPECTIONS PROVIDED UNDER THE PROFESSIONAL CERTIFICATION PROGRAM ESTABLISHED UNDER STATE LAW. THE NAME, ADDRESS, TELEPHONE NUMBER, AND STATE LICENSE NUMBER OF EITHER EACH INDIVIDUAL THAT IS WORKING ON HIS/HER OWN AS AN INDEPENDENT ARCHITECT OR ENGINEER OR THE PRINCIPAL OF THE COMPANY THAT IS USED TO EXAMINE PLANS AND INSPECT THIS HOME ARE AS FOLLOWS:

Name: Nova Engineering and Environmental

Address: 13800 NW 14<sup>th</sup> Street

Telephone Number: 954-242-2520

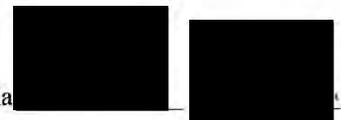
State License Number: Professional Engineer Number 73057

43. **CDD DISCLOSURE.** The following disclosure (  ) does or (  ) does not apply to the Property:

**THE CHAMPION LAKES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

Please see attached Exhibit "B" for additional information with respect to the District ("CDD Notice").

Purchaser(s) Initial



If Seller has indicated "DOES" above, Seller has done so as required by Section 190.048, Florida Statutes. Purchaser hereby acknowledges such notice and understands its contents.

**SELLER:**

**WILLIAMS ISLAND VENTURES, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Sales Executive: \_\_\_\_\_

**PURCHASER(S):**

\_\_\_\_\_

Print name: \_\_\_\_\_

Date: \_\_\_\_\_

Print name: \_\_\_\_\_

H:\9130\21516\DFORMPurchase&SaleAgreement\WilliamsIslandV \_\_\_\_\_

Purchaser(s) Initials \_\_\_\_\_

Exhibit "A"

**UNINCORPORATED MIAMI-DADE COUNTY FLOOD ZONE DISCLOSURE**  
(For the sale of improved real estate located in unincorporated Metropolitan Miami-Dade County)

CHECK ONE:

       THIS HOME OR STRUCTURE IS LOCATED IN A COASTAL HIGH HAZARD AREA. IF THIS HOME OR STRUCTURE IS BELOW THE APPLICABLE FLOOD ELEVATION LEVEL AND IS SUBSTANTIALLY DAMAGED OR SUBSTANTIALLY IMPROVED, AS DEFINED IN CHAPTER 11C OF THE METROPOLITAN MIAMI-DADE COUNTY CODE, IT MAY, AMONG OTHER THINGS, BE REQUIRED TO BE RAISED TO THE APPLICABLE FLOOD ELEVATION LEVEL.

       THIS HOME OR STRUCTURE IS LOCATED IN A SPECIAL FLOOD HAZARD AREA. IF THIS HOME OR STRUCTURE IS BELOW THE APPLICABLE FLOOD ELEVATION LEVEL AND IS SUBSTANTIALLY DAMAGED OR SUBSTANTIALLY IMPROVED, AS DEFINED IN CHAPTER 11C OF THE METROPOLITAN MIAMI-DADE COUNTY CODE, IT MAY, AMONG OTHER THINGS, BE REQUIRED TO BE RAISED TO THE APPLICABLE FLOOD ELEVATION LEVEL.

       This home or structure IS NOT located in either a coastal high hazard area or special flood hazard area.

The Seller hereby provides this disclosure to the Purchaser(s):

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

Seller: \_\_\_\_\_

Date: \_\_\_\_\_

**RECEIPT AND ACKNOWLEDGMENT OF PURCHASER**

Purchaser(s) hereby acknowledge(s) having received a copy of this disclosure statement.

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Date: \_\_\_\_\_

**Informational Note: Coastal High Hazard Areas include zones V, VE**  
**Special Flood Hazard Areas include zones A, AE, AH, AO, A99**

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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 <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single Family (Large)	\$1,000	\$161	\$1,161
Single Family (Medium)	\$900	\$161	\$1,061
Single Family (Small)	<u>\$800</u>	<u>\$161</u>	<u>\$961</u>
Townhouse	\$700	\$161	\$861

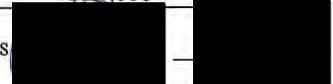
**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).**

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations</u> <u>Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure</u> <u>Maintenance</u> <u>Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single Family (Large)	\$13.42	\$0	\$83.33
Single Family (Medium)	\$13.42	\$0	\$75.00
Single Family (Small)	<u>\$13.42</u>	\$0	<u>\$66.67</u>
Townhouse	\$13.42	\$0	\$58.33

**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 <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single Family (Large)	\$13,404.32	\$30,000
Single Family (Medium)	\$12,063.88	\$27,000
Single Family (Small)	\$10,723.45	\$24,000
Townhouse	\$9,383.02	\$21,000

Purchaser(s) Initials



[REDACTED]

PURCHASER'S INITIALS

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

[REDACTED]

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.

[REDACTED]

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.

[REDACTED]

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.

[REDACTED]

PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,000 (approximately \$83.33 per month) for a Single Family Unit (Large), \$900 (approximately \$75 per month) for a Single Family Unit (Medium), \$800 (approximately \$66.67 per month) for a Single Family Unit (Small), and \$700 (approximately

Purchaser(s) Initials [REDACTED]

\$58.83 per month) for a Townhouse Unit, which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds (30 years) is approximately \$30,000 for a Single Family Unit (Large), \$27,000 for a Single Family Unit (Medium), \$24,000 for a Single Family Unit (Small), and \$21,000 for a Townhouse Unit.

[Redacted]

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.

[Redacted]

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 \$161 for a Single Family Unit (Large), \$161 for a Single Family Unit (Medium) and \$161 for a Single Family Unit (Small), and \$161 for a Townhouse Unit per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

[Redacted]

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.

[Redacted]

PURCHASER'S INITIALS

PURCHASER:

[Redacted]

Print Name:

Date:

[Redacted]

PURCHASER:

[Redacted]

Print Name:

Date:

[Redacted]

Purchaser(s) Initial

[Redacted]

[Redacted]

## Exhibit "C"

### NOTICE OF CLOSING EXPENSES

Pursuant to the rules promulgated by the Department of Legal Affairs, Purchaser is hereby warned that upon Closing, additional costs may be required to be paid by Purchaser in the form of closing costs, which may include the following:

1. The balance of the Purchase Price, plus any unpaid extras (i.e., Change Orders).
2. A prorated portion of the current real property taxes, benefit taxes and assessments.
3. A prorated portion of the Associations assessments.
4. Purchaser's own hazard, builder's risk and liability insurance.
5. Attorney's fees for Purchaser's attorney, if any.

In addition, if Purchaser obtains a mortgage, additional costs may be demanded from Purchaser by the lender, which may include the following:

1. Intangible tax - a one-time nonrecurring tax of 2 mills on each dollar of the just valuation of obligations for payment of money which are secured by mortgage, deed of trust, or other lien upon real property situated in the State of Florida.
2. Documentary stamp tax - on mortgages or other evidences of indebtedness, a tax of 35 cents on each \$100 or fraction thereof of the indebtedness.
3. Recording fees of \$10.00 for the initial page, plus \$8.50 for each additional page.
4. Application fee.
5. Appraisal fee.
6. Credit report fee.
7. Lender's title insurance policy, together with the required title endorsements and closing fees.
8. Escrow for taxes and/or insurance.
9. Tax service fee.
10. Mortgage transfer or service fee.
11. Mortgage insurance.
12. Underwriting fee.
13. Discount points.
14. Flood insurance and certification fee, if required.
15. Survey fee.
16. Attorney's fees.
17. Closing agent's fees.
18. Termite inspection.
19. ~~Photographs.~~
20. Courier and overnight mail charges.
21. Any other charges imposed by Purchaser's lender.
22. All costs set forth in Paragraph 2 of the Agreement.

Purchaser(s) Initials \_\_\_\_\_

# **EXHIBIT H**



Carlos A. Gimenez, Mayor

Permitting, Environment and Regulatory Affairs  
Environmental Services  
701 NW 1st Court, 4th Floor  
Miami, Florida 33136-3912  
T 305-372-6700 F 305-372-6982  
miamidade.gov

April 10, 2012

Williams Island Ventures, LLC  
c/o Taylor K. White, Registered Agent  
150 W Flagler Street, Suite 2200  
Miami, Florida 33130

CERTIFIED MAIL NO. 7010 2780 0003 4054 0760  
RETURN RECEIPT REQUESTED

Re: Soil Management and Blending Plan Addendum dated March 30, 2012 and prepared by Bates & Associates, Inc. for the Former Williams Island Golf Course/Aventura West Property facility (AW-273/File-8489) located at, near, or in the vicinity of 998 NE 195<sup>th</sup> Street, North Miami Beach, Miami-Dade County, Florida.

Dear Mr. White:

The Environmental Evaluation Section (EES) of the Department of Permitting, Environment and Regulatory Affairs (PERA) has reviewed the referenced submittal, received April 3, 2012, and approves the Plan with the following conditions:

1. PERA does not object to the sampling methodology proposed, provided the following:
  - a) During the March 16, 2012 meeting with PERA, Bates & Associates Inc. stated that based on the soil stockpile height (8 feet), sampling with a backhoe may be required. Note that if a backhoe is utilized for sample collection, samples shall be collected from the middle of the bucket. Extreme care shall be utilized to ensure that representative samples will be collected from soils not in contact with the sides of the bucket.
  - b) The referenced report states that subsequent to sieving and crushing, each sample would be placed into a shallow aluminum baking pan that would be gridded into equal portions and a flat-bottomed sampling instrument would be utilized to extract equal portions from the tops and bottoms of each gridded cell. Please note that this method may be utilized to extract subsamples that will compose one individual composite; individual composite samples cannot be extracted from the same pan.
  - c) Details were not provided on the selection of sample locations from the stockpiles, which must ensure that samples are obtained across the vertical and horizontal profile of the stockpile. Therefore, be advised that individual composite samples (i.e., 10 individual composite samples per 7000 cubic yard stockpile) shall be composed of subsamples collected at depths of 1/6, 1/3 and 2/3 the pile height.
  - d) Note that stockpile samples shall be split with PERA; therefore, Sandra Rezola of EES shall be contacted to coordinate the split sampling event.
2. PERA acknowledges receipt of Stormwater Pollution Prevention Plans detailing the silt fences to be installed. Please note that these Plans have been forwarded to PERA's Water Control Section for review, and as applicable, comment.
3. Be advised that the review fee for this addendum is \$750 (double the \$375 review fee for an expedited review). Therefore, the \$750 credit from the previous over-payment has been

Mr. White  
AW-273/File-8489  
April 10, 2012  
Page 2 of 2

applied towards this review. Note that \$462 will be required with the Site Assessment Report Addendum (SARA) pending submittal.

Be advised that PERA has the option to split any samples deemed necessary with the consultant or laboratory at the subject site. The consultant collecting the samples shall perform field sampling work in accordance with the Standard Operating Procedures provided in Chapter 62-160, Florida Administrative Code (FAC), as amended. The laboratory analyzing the samples shall perform laboratory analyses pursuant to the National Environmental Laboratory Accreditation Program (NELAP) certification requirements. If the data submitted exhibits a substantial variance from the PERA split sample analysis, a complete resampling using two independent certified laboratories will be required.

PERA shall be notified in writing a minimum of three (3) working days prior to the implementation of any sampling or field activities. Email notifications shall be directed to [DERMPCD@miamidade.gov](mailto:DERMPCD@miamidade.gov). Please include the PERA file number on all correspondence.

Be advised that a Site Assessment Report Addendum, prepared in accordance with Section 24-44(2)(iv), Code of Miami-Dade County, along with a \$462 review fee, is due on or before May 4, 2012. Additionally, a Source Removal Report (SRR), prepared in accordance with Section 24-44(2)(iii), Code of Miami-Dade County, shall be provided within sixty (60) days of completion of the hot spot removal. The SRR shall include an estimated timeline for commencement and completion of each stage of the Soil Management and Blending Plan. Note that homogenized and/or blended soils cannot be reused until approved by PERA.

Failure to adhere to the items and timeframes stipulated above may result in enforcement action for this site.

If you have any questions concerning the above, please contact Sandra Rezola ([rezola@miamidade.gov](mailto:rezola@miamidade.gov)) of the Environmental Evaluation Section at (305) 372-6700.

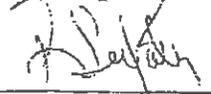
Sincerely,



Wilbur Mayorga, P.E., Chief  
Pollution Control Division

sr  
cc: Dawn Bates, Bates and Associates, Inc., [dbates@BatesandAssoc.com](mailto:dbates@BatesandAssoc.com)  
Bob Speed, PG, NOVA, [bspeed@usanova.com](mailto:bspeed@usanova.com)  
Neil Eisner, Aventura Isles, [neil@falconegroup.info](mailto:neil@falconegroup.info)  
Rick Feather [rick@aventuraisles.com](mailto:rick@aventuraisles.com)

Acknowledged and Received:

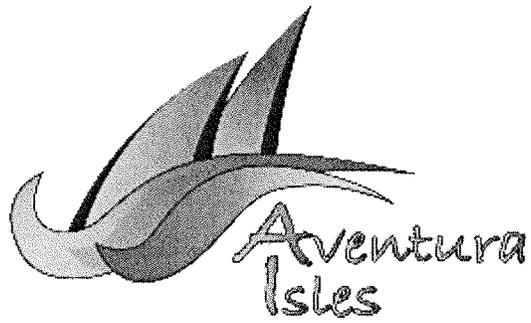
  
\_\_\_\_\_  
Purchaser

10/16/2014  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

# **EXHIBIT I**



MASTER HOMEOWNERS' ASSOCIATION, INC.

Rules and Procedures

(Revised and Adopted 12/03/2015)

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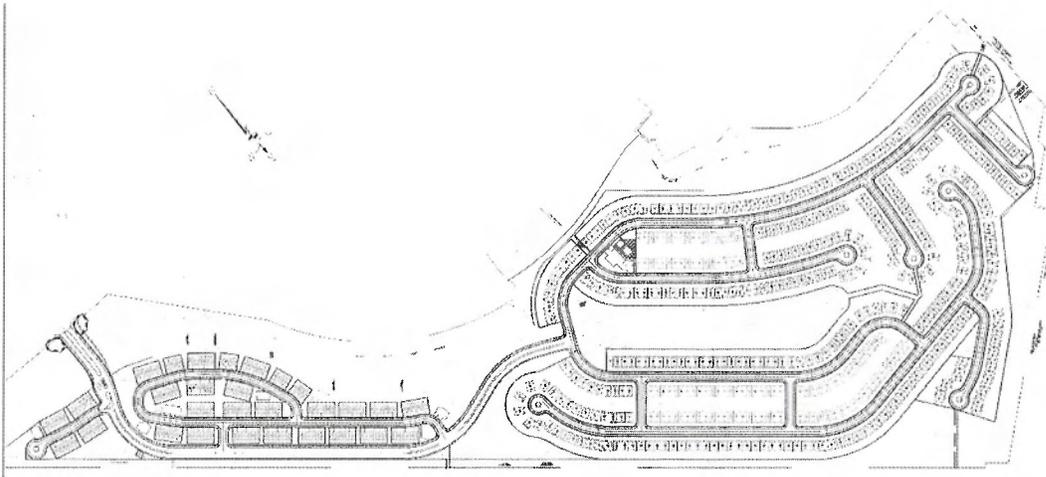
## INTRODUCTION

### AVENTURA ISLES COMMUNITY OVERVIEW

*Aventura Isles* is a family oriented residential community offering a wide selection of housing types and prices categories ranging from townhomes to large semicustom homes. *Aventura Isles* offers a variety of amenities including a community pool, natural conservation area and an expansive park and walkway system. *Aventura Isles* is located in Miami Dade County and is a part of North Miami.

*Aventura Isles* (former Williams Island Golf Course) is an approximately 150-acre property being redeveloped as single and multi-family residential use. The site is the former location of a golf course. Prior to development of a golf course, the site was utilized for row crop production.

### AVENTURA ISLES COMMUNITY MAP



## ARCHITECTURAL GUIDELINES OVERVIEW

All homes proposed for construction in *Aventura Isles* are subject to the review and approval of the Architectural Review Committee (ARC). The committee will review and approve all aspects of new construction (and later modifications) of the homes including, fences, accessory building, play structures, painting or other alterations of a dwelling including doors, windows, roofs, and other exterior cosmetic or outdoor ornamentation.

Architectural Guidelines are established to ensure and implements consistent and high quality design standards. They will serve as a framework for design concepts, and provide performances and quality standards that will guide the design and construction to establish more restrictive Architectural Guidelines for individual neighborhoods within *Aventura Isles*.

No exterior home improvement may be started without the ARC'S final approval of the building plans and specifications. The plans and specifications must meet the minimum Architectural Review Submittal Requirements outlines on page (5) five.

The ARC reserves the right to revise and update the allowed components and materials as allowed in Florida Statute, the design criteria as well as the performance and quality standards at any time in order to respond to future community requirements as well as to new product development and renovations within the home building industry.

## ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee (ARC) Approves/denies all submitted application

## FUNCTION OF THE COMMITTEE

1. The ARC will evaluate each of the housing units or improvements/ modifications proposed for construction to assure conformity with the design criteria, performance and quality standards set forth in the Architectural Guidelines as well as compatibility. With the adjoining sites and common spaces.
2. If conflicts arise between the submitted application and the Architectural Guidelines, the ARC shall have the sole discretion to interpret Standards and render a decision.
3. The ARC has the right to grant variances from the Architectural Guidelines in accordance with the Declaration of Covenants, Conditions and Restrictions (CCR's).
4. The ARC has the right to monitor and oversee the design construction process in order to ensure conformance with the approved plans and the standards set forth in the Architectural Guidelines.

## SECTION ONE

### REVIEW PROCESS ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS

A complete architectural submittal to the Architectural Review Committee shall include the following:

1. Two copies of a scalable survey of the lot a minimum scale of 1" = 20. Base data pertaining to lot lines, topography, easements, existing significant vegetation etc., including all existing trees over 4 inches in diameter, are to be shown on the survey.
2. Two copies of a Final Site Plan indicating exact location of structures. Swimming pool, fences, walks, patios, screen enclosures and existing trees to remain or to be removed. Site Plans will include lot dimensions, location of lot corners, existing and proposed grades, etc.
3. Building plans, sections and all elevations at a scale not less than 1/8" = 1'.
4. Exterior building materials and color scheme including any exterior stone, brick or siding type and color, front door, trim color and accent colors.
5. Two copies of landscape plan showing existing and proposed grading contours and landscape concepts decks, patios, walkways and lighting. Irrigation System plan must show all new planting materials must be noted. Commons names of all plant material must be indicated on the plans.
6. An initial submission shall be reviewed by the ARC at no cost, however, should an initial design be rejected by the ARC because of failure to meet the Guidelines' ' minimum standards and a subsequent review is required, the ARC reserves the right to charge \$200.00 Architectural Review Fee payable to Aventura Isles Master Home Owners Association, Inc. for the subsequent Submission and an additional \$200.00 fee for each subsequent submission thereafter.

The appropriate page(s) of the "Architectural Review Committee Submittal Form: must accompany all submissions. (Sample form found in EXHIBIT A). The committee reserves the right to take as many as thirty (30) days to approve or disapprove any submissions.

### MODIFICATIONS

The Architectural Review Committee (ARC) shall have exclusive jurisdiction over modification, addition, or alterations made on or existing structures in accordance with the CCR'S and Master Architectural Guidelines. All modification requests must be submitted using the Architectural Review Committee Form\*' found in EXHIBIT A.

- Halloween lights and small decorations are permitted so long as they do not display any gruesome or untasteful scenes. Halloween decorations are permitted from October 15 to October 31, and must be removed no later than November 2. Holiday lights and displays are only permitted from Friday following Thanksgiving day, to the first Saturday after January 6. No holiday lights and displays are permitted on the subject property at any other time.

- Homeowners residing on the outer perimeter, which faces county park space, of the single family homes may replace current fence or install a new PVC fence, subject to the homeowner(s) applying for and receiving the prior written approval of the Association / ARC per the Association's governing documents and established architectural guidelines and criteria. However, with backyards in front of or within 60 feet of the nearest lake boundary shall not erect the PVC fence. Homeowners will be required to follow the ARC approval process, to install a complete PVC fence around their rear and side property boundary, and to obtain written consent from the homeowners (not residing tenants) of the properties on either side of their subject property.
- All alterations, additions or improvements on the exterior of the subject property require an approved ARC request pursuant to the Association's governing documents and established architectural guidelines and criteria. This includes, but is not limited to, alterations, additions and / or improvements to the house, driveway, and / or landscaping. Homeowners have until November 1, 2015, to file the proper ARC requests for alterations to their home. Any exterior alteration, addition or improvement found to exist without an approved ARC request after November 1, 2015, may be subject to both legal action and fines from the Association. ARC approvals will only be provided for modifications, additions or improvements which comply with the governing documents. Unapproved modifications, additions or improvements must be removed immediately.

#### ORDINANCE AND STANDARD COMPLIANCE

Any changes required to comply with applicable municipal codes that are subsequent to the ARC'S final approval must be resubmitted to the ARC for its approval. The committee may request a meeting to discuss modifications of the drawings or the specification.

#### SECTION TWO:

##### ALL SINGLE FAMILY HOMES AND TOWNHOMES NEIGHBORHOODS SITE STANDARDS

The information provided in Section Two covers standards for all neighborhoods in Aventura Isles. For additional information concerning specific neighborhood standards, please consult with the Architectural Review Committee.

The Master Developer has provided a master neighborhood- grading plan in addition to other planning and implementation guidelines and procedures, in an effort to minimize alterations to the land and impact to the ecosystems. Care shall be taken to preserve vegetation, topography, and the natural grades and drainage systems. This philosophy must be followed at all levels of development.

All lot grading top of foundation elevations must be planted and constructed in accordance with the Aventura Isles master grading plan and the Miami Dade County lot grading ordinances. Any deviations from the master grading plans, for any lot, must be approved in writing in advance.

Prior to commencing clearing and construction, a silt fence must be installed on any lot that has a park, or any lake wetland, conservation area or common area.

##### SCREEN PLANTING EASEMENTS

Easements have been provided to buffer some adjacent roadways. No buildings. Fences, driveways or

permanent structures shall be constructed within screen planting easements.

#### TREE PRESERVATION

No trees in any lot may be removed without the express written approval of the Architectural Review Committee. Locations, sizes, and species of all existing trees must be shown on a lot survey and building site plans submitted for Architectural review. Miami Dade County's preservation ordinance must also be followed.

#### COLOR SCHEMES

Approval color variations shall be within a family or range of aesthetically complementary and compatible colors. The Architectural Review Committee shall also evaluate the proposed building trim colors and their relationship to the main field color.

#### GUTTERS AND DOWNSPOUTS

Approved Criteria: The gutters and downspouts must match existing color division gutters.

#### LANDSCAPE MAINTENANCE

Landscape on your home is maintained by the Association. This maintenance includes grass cutting, fertilization, tree pruning and edging. We will only maintain areas we have access to. If you have a fenced back yard it is your responsibility to coordinate access to the yard by the maintenance crew. They will not pick up any toys or debris before cutting.

Aventura Isles is planted under a master landscape plan and all plants and their locations have been approved by a Florida Licensed Landscape Architect and Miami Dade County.

Plants and trees may not be removed, discarded or replaced without the written authorization of the Association. Should landscape need to be moved for a particular reason please submit a request to the Association with the following information:

- 1) Complete site plan of your lot.
- 2) Current location of the landscape affected drawn on plan.
- 3) Desired placement of the landscape shown on plan.
- 4) If plants or trees are to be substituted, include the common name and botanical name of the substitution.
- 5) Miami Dade County has strict regulations on the types and sizes of the plants allowed to be planted in this area. Please review the accepted plant list at the following location:

<http://www.miamidade.gov/zoning/library/studies/landscape-manual-new-draft.pdf>

Please be aware moving of landscape may also require the modification of the irrigation system at the homeowners expense.

#### IRRIGATION

All irrigation components including spray heads, underground piping, valves and pumps are property of

the Master Association.

No irrigation component may be modified in any way without the written consent of the Association.

Requests for modification must be submitted in writing with the following documentation attached:

- 1) Complete site plan of your lot.
- 2) Current location of components affected drawn on plan.
- 3) Desired placement of components shown on plan.
- 4) Types of plants spray are intended to cover.

The association retains the right to have its own contractor modify the irrigation system at the homeowner's expense.

Please note that main irrigation lines are located under your property and are pressurized at all times. It is important to have these lines located before you start digging on your property.

#### PARKING AND GARAGE

Unless otherwise defined in Section III, Parking Enforcement Procedures, on-street parking will be allowed. No boats, trailers, or recreational vehicles of any kind will be allowed to store within public view of residence. There shall be no parking on any portion of any sidewalk (including where sidewalk crosses driveway), grass or street within the Property. The restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed by the Declarant or the Association which are necessary in the development maintenance or management of the Association. The Board of Directors of the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

All driveway surfaces must be interlocking brick pavers. No other type of driveway will be allowed. Flares at curb are suggested for ease of driver when entering driveway. Edge of driveway pavement shall be no closer than four (4) feet to side property line. The property owner is responsible for properly maintaining all paver surfaces to keep them clean from stains and free of weeds.

*Please find further rules in Section 3, General Rules and Regulations.*

#### PATIO INSTALLATION SPECIFICATIONS

All proposed patio installation must be submitted to and approved by the Aventura Isles Architectural Review Committee prior to installation. (Sample form found in Exhibit A).

The following information must be included with each submittal:

1. Two copies of a final survey with the house footprint indicating the exact location, size, and distance from side and rear property lines of the proposed patio.
2. The complete dimensioned construction details of the patio including: size, type and dimensions of the interlocking details, railings, seats, privacy walls and stairs.

Material Requirements: Patios must be of brick or unilock brick materials.

Color Requirements: Patios concrete or brick material colors should complement the house.

No patio construction can extend into a screen planting easement or required side setback. No patio shall be constructed within five (5) feet of a rear lot line. MDC requirements of the State of Florida regulatory agencies may be more restrictive than above. The more restrictive condition shall be enforce.

#### ACCESSORY STRUCTURES

All accessory structures must be installed and maintained in accordance with Florida and Miami Dade code to include, but not limited, weather-related requirements. Swing sets, Trampolines, Portable Basketball hoops and other structures must be approved in writing by the ARC prior to construction. No free-standing structures such as cabanas, tents, trellis or Tiki Huts are permitted.

The following items must be supplied for submittal to the ARC:

1. Two copies of a final survey indicating the location of the accessory on the home cite relationship to the existing house and all adjacent property lines; the survey must be drawn to scale and be fully dimensioned.
2. A color photo, brochure or scaled drawing showing what the new accessory will look like.
3. A description of the exterior accessory specifying materials and colors.
4. Two copies of a landscaping plan indicating the specific plants proposed as the landscaping screening, including height and spacing at installation, height at maturity, quantity and species. Also indicate plant location on the final survey.
5. All plants must be approved by Dade County and ARC. Please go to warranty website for the link to Miami Dade Landscape Manual.

#### SCREENING AND BUFFERING

Water softeners, sprinklers controls, pool pumps/heaters, trash containers and other similar devices must be fully screened from view and not visible from roadways, adjoin property and common areas. Screening or buffering may be accomplished through the use of walls and/or landscape materials providing 100% capacity.

#### PLAY STRUCTURE AND SWING SETS

All play structures and swing sets must be placed in the rear yard and out of view from the street, for all standard rectangular shaped lots. Structures should be less than 10' feet in height and should not create a nuisance to adjoin neighbors.

Structures must be properly maintained and in good appearance at all times. Play structures must be screened from the roadway view with approved natural hedging or approved fence material.

NOTE: Photo of structure must be submitted with application and exact location noted on the survey.

#### BASKETBALL STANDARD INSTALLATION SPECIFICATIONS

All proposed basketball standard installation must be submitted to and approved by the Aventura Isles

Architectural Review Committee prior to installation. (See submittal form in EXHIBIT A)

The only type of basketball standard approval for Aventura Isles includes a freestanding backboard made of clear acrylic in a rectangular or fan shape. Backboards may not contain team or advertising logos, bright colors or any other type of advertising, other than the manufacturer's company identification logo. Only portable backboards are allowed and must be stored inside the garage when not in use.

Information Needed with Submittal:

Submit the complete detail of your proposed basketball standard including photographs or catalog cut sheets of the exact make and model you propose to use (Please use submittal form 1 found in EXHIBIT A).

#### HOUSE NUMBERS

Are pre-assigned and maintained in conjunction with the United States Postal Service cannot be changed.

#### ANTENNAS & SATELLITE DISHES

All exterior antennas and all satellite dishes in excess of one meter in diameter are prohibited in Aventura Isles. For satellite less than one meter in diameter, prior to installation, homeowners shall submit detailed plans to the ARC for all proposed installations, properly scaled and dimensioned, for review and approval. The ARC approval shall be consistent with FCC rules implementing Section 207 of the Telecommunication Act. The requirements in EXHIBIT A will guide the ARC and homeowners in planning and reviewing the sighting of all satellite dish and microwave antennas installations, and are established to assure the safest possible location and operation of satellite dishes while preserving and enhancing reasonable and consistent aesthetic standards. All dishes must be in the rear or side yards at a dimension of 10' feet behind the two closet front comers of the adjacent homes.

#### LIGHTING

Any exterior house lighting for aesthetic purposes shall be kept close to the exterior wall of the house. Lighting fixtures shall be carefully oriented to avoid directing light towards adjacent property and the street. No light trespass will be permitted onto adjacent properties. No color light sources shall be allowed unless seasonal or temporary in nature.

#### FLAGS

Freestanding flagpoles are not allowed. Only the American flag may be displayed on pole mounted on the front of houses. Flags may not exceed 3 feet by 5 in size and there shall be no more than one flag on any house.

#### GARBAGE CONTAINERS

Storage of all garbage containers shall be in the garage or shall be fully screened from view, and are only permitted in the front yard on collection day. Garbage containers shall be 32 gallon in size, dark green in color and have wheels.

#### SIGNS

No signs shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be

placed in or upon any UNIT, which are visible from the exterior of the UNIT without the prior written consent of the ARCHITECTURAL REVIEW COMMITTEE (ARC). In particular, no for sale, for rent, or open house signs, balloons, or exterior of any UNIT which violates this paragraph, the ARC shall have the right to remove such signs without notice to the OWNER, the removal shall not be deemed a trespass and the ARC shall not be liable for the removal or for any damage or loss to the sign.

#### SOLICITING

The distribution of any and all handbills, flyers, or doorknobs bangers, for the purpose of soliciting business or any other agenda is strictly prohibited at Aventura Isles. Solicitation for business or any other agenda in person is not allowed.

#### GARAGE SALES

Aventura Isles residents may not advertise or hold garage sales anywhere in the community. This ensures the community its privacy from outside sources. However, the community- wide garage sales may be held prior approval of the Board.

#### POOLS, SPAS AND ENCLOSURES

All residents are advised that any excavations below 2 feet from the surface must obtain and abide by the Aventura Isles Soil Excavation Guidelines.

The Bates & Associates, Inc., document may be found on the Castle Group website under Aventura Isles and must be provided to your pool contractor.

Pools and spas shall be located with respect to the main structure and relationship to the sun in both summer and winter. Features such as existing trees, noise from pool equipment and views from adjacent properties can seriously impact the usage and enjoyment of pools and spas and shall be carefully considered before final placement is selected. Swimming pools shall not be above ground.

Pools shall be enclosed by a screened enclosure of bronze color and material that will be determined by the ARC. Mill- finish aluminum roofing is not permitted. The pool may be fenced with PVC or aluminum fencing and *must* meet local ordinances (please refer to Walls & Fencing on page 12). No aluminum roofing or sheet metal panels will be permitted.

Landscaping must be incorporated to help modulate and soften the overall appearance of the screened enclosure.

All pool and spa equipment may be required to be screened so that it is not visible from any street, common areas (lake) or adjacent property. Screening or buffering may be accomplished by the use of walls and/or landscape materials providing 100% opacity.

Pool enclosures cannot exceed one story.

#### TENNIS COURT

Are not allowed.

## TENANCY

- Tenant application fees shall be \$200 for the first tenant and \$80 for each additional tenant thereafter listed on the same application. Renewal application fees shall be \$100 for the first tenant and \$40 for each additional tenant. Each tenant 18 years or older must submit applications and renewal of applications every twelve months. Any late renewal shall have an additional \$150 processing fee -and- will be valid for the remainder of the original twelve month extension. A late renewal application is not a guarantee of approval.
- All tenants at the time of application and renewal attest to receiving and understanding all governing documents of the community. Tenants must acknowledge in writing that they may face immediate eviction if said tenants or guests fail to comply with government laws or HOA governing documents.
- Any subject property with a tenant may concurrently be entered into the violations process and the evictions process for any violations made by a resident of the subject property or guests of such residents.

## TENANCY APPROVAL GUIDELINES

In addition to any other information deemed relevant by the Board, factors which may be deemed to constitute good cause for disapproval include, but are not limited to, the following:

(a.) The application for approval on its face, or subsequent investigation thereof, indicates that the person(s) seeking approval intends to conduct himself or herself inconsistently with the Declaration/Covenants or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.

(b.) The person(s) seeking approval (which shall include all proposed occupants) has any criminal history including but not limited to an applicant's traffic violation history, or any history demonstrating dishonesty or moral turpitude.

(c.) The person(s) seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.

(d.) The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for in the Declaration / Covenants.

(e.) The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.

(f.) The person(s) seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.

(g.) All assessments, fines and other charges against the home / lot have not been paid in full, and/or the home / lot (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration/Covenants and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

## PROSPECTIVE PURCHASERS/ HOMEOWNERS

The association shall have the right to withhold its consent to any potential buyers of a unit in its sole and absolute discretion.

## WALLS AND FENCING

Retaining walls are not permitted.

ALL proposed fence installations must be submitted to and approved by the ARC prior to installation. (Sample forms found in EXHIBIT A).

Rear and side yard fencing is limited to the following materials:

A few general guidelines will apply to all fences:

1. Fencing will be under capacity scrutiny of the Architectural Review Committee to comply with the design compatibility and shall be in keeping with the Architectural style and materials used in the neighborhood.
2. Fence color material will be standard for all homes as determined by the ARC.
3. Fence locations shall be submitted along with the Site Plan will not be approved without the fence locations.
4. Four 4' foot bronze aluminum picket is allowed on the property line of lake and park lots only 6' foot solid white PVC fencing is allowed on other lots at the ARC discretion.
5. Side yard fences will not be permitted within ten (10) feet of the front of the house. The ten (10) feet shall be measured from the front horizontal boundary of the structure, and adjacent homes not including the garage.
6. Fences cannot be placed on the landscape easements. Fences may extend into utility easement at the owner's risk.
7. Fence locations on comer lots may be further restricted due to side yard visibility constraints, side yard setback restrictions, and the location of homes on adjoining property. Comer lots will be handled on a case-by-case basis. You may request specific information on your comer lot setbacks prior to submittal of a plan.
8. Fences must be placed so the face of the fence is inside the property line. All fencing must be installed with the horizontal railings on the interior, lot side of the fence.
9. Fences adjacent to sidewalks must be a minimum of 3' feet away from sidewalk and have landscaping in-between fence and sidewalk.
10. Refer to Exhibit A for Fence Specifications.

SECTION THREE:  
COMMON AREA  
GENERAL RULES AND REGULATIONS

All common areas are subject to video surveillance.

Age requirements- Please refer to specific activity for information on age requirements. All age requirements will be strictly enforced. It is the duty and responsibility of the member to become familiar with these requirements and to cooperate in the enforcement thereof.

No smoking or glass bottle beverages will be permitted in the Clubhouse, Cabana facility or in and around the pool.

Dress code- Proper attire is to be worn at all times in accordance with acceptable practice for the articular facility. Shirt cover- up and shoes must be worn at all times while in the Clubhouse. Appropriate attire and footwear must be worn while in the workout room.

The hours of operation may be adjusted seasonally as usage dictates.

Owners will be responsible for the conduct of their guests at all times. The owner must accompany Guest at all times.

Parents will be responsible for the conduct of their children at all times.

Members using facility are responsible for leaving it clean after its use.

Any group activity (including swim clubs, children's parties, celebrations, etc) must be approved and scheduled through Management and Staff.

The cost of replacing any property that is broken, damaged or removed by a member or guest shall be charged to the member concerned.

Wagering is not permitted while engaging in any activity in the Clubhouse.

No pets shall be permitted anywhere in the Cabana or in or around the Pool or on the common areas immediately adjacent to these facilities.

The use of propane or barbecue grills is prohibited in the Cabana, patio or pool deck areas.

All persons using the facilities shall follow the instruction and decisions of Management and Staff regarding the use of the facilities and their priority and length of time of use of the facilities.

Management may require the use of specific facilities from time to time.

All persons entering or exiting the facility must wear shoes (for their protection). We also ask that all soles be dried in order to prevent slipping on tilted floor.

Where Owners or Renter or their guests have caused damages, the Owner or Renter will be held

responsible for the cost of the damage.

Management has the right to deny any person who violates the Rules and Regulations of the *Aventura Isles Cabana* the use of the facilities.

Advertising, signs, leaflets, petitions, papers or other mitten matter shall not be distributed on the premises without the mitten consent of the Management. Sale of merchandise or funding soliciting is not permitted without Management approval.

Cars may be parked only in designated parking areas. Any car parked illegally will be towed and reclamation will be at the owner's expense without recourse.

Car washing, polishing, or repairs is not permitted on Aventura Isles Clubhouse property.

Overnight parking Vans, Trailers, Buses, Boats or Trucks is not permitted without Management approval.

Bicycle riding, Gopeding, Rollerblading, Skateboarding, or Operations of off-road vehicles, to include but not limited to dirt bikes, fourwheelers, and gokarts, are not permitted at the Aventura Isles Pool area. Jogging trail, or its grounds.

All owners (including any family members, tenants, guests or invitees of owners) must refrain from interfering with the management and operation of the Association. More specifically, owners (including any family members, tenants, guests or invitees of owners) shall not interfere with, attempt to assert any control over or harass any Association employees, management employees, contractors, vendors, security staff, maintenance staff or other employee or agent of the Association in the performance of their services and / or duties on behalf of the Association.

#### EVENT RULES

No common area usage for parties or activities, except for rented space at the clubhouse.

No front yard or side yard usage for parties or events.

Residents must pre-register all incoming vehicles prior to any event through the gate software for all events.

Backyard usage for parties and activities is acceptable. Residents must inform the Association if any items will be staked to the ground prior to schedules event. This includes tents, bounce-arounds, bounce houses, slides, etc.

Residents must obtain approval from the Association to bring livestock into the community for any activity. Residents may not, at any time, use the roadways for rides on livestock to include horses or ponies.

#### TRAFFIC ENFORCEMENT

All individuals, to include residents and their guests, may cause a fine to be levied against a visited subject property for traffic infractions. Traffic infractions include violations of applicable law, ordinances, and governing documents. The fine shall be the statutory maximum per incident.

## VEHICLE

- All commercial vehicles as defined by 6.2 of the bylaws, which may be parked overnight, must sign an agreement that the vehicle will remain parked in the garage in accordance with the bylaws. Overnight parking shall be defined as any time between 9:00pm to 6:00am. Vehicles listed on the agreement are eligible to receive a barcode. Vehicles on the premises already will have to sign the agreement no later than October 1, 2015.
- Parking lots will be numbered. The two larger parking lots (to become #3 and #4) and a smaller lot (to become #1) will remain open for parking without any form of special pass. This is subject to change with two weeks notice to residents. Towing may occur for vehicles parked incorrectly or blocking the flow of other vehicles. All other parking lots must have the required passes.
- VIP barcodes will be sold by Management at a cost of \$100 per barcode. Only homeowners residing at the subject property are eligible. Tenants are not eligible to purchase VIP barcodes. Up to four VIP barcodes are available per subject property per year. Extended family and friends may obtain a barcode through Management. Documentation is required for the issuance of a barcode. The barcodes are valid for one year from the date of issuance. The resident is required to return the barcode or to notify Management to deactivate a barcode if the particular vehicle is sold, stolen, or otherwise not in the possession of the VIP member. The resident is required to notify Management to deactivate a VIP barcode if the VIP member no longer has a reason to visit the subject property.
- Each subject property will be permitted up to two overnight passes each night, with the passes issued on a first come, first serve basis. Passes are issued by Management and must be displayed at all times. Passes are only valid for designated parking locations in accordance with the parking rules. Procedures will be developed and announced at a later date.
- Any traffic citation issued by a uniformed officer within the Community will result in a reciprocal violation being entered for the subject property occupied by the resident or the guest of the resident in question.
- Traffic monitoring devices will monitor the speed of vehicles in the community. Video, a photo, and license plate information will be collected of any vehicle detected as speeding. All speeding carries a fine of \$100 per violation including resident vehicles and any vehicle visiting a resident. The fine will be charged to the resident's account. The resident may contest the violation with the grievance committee.

## PARKING ENFORCEMENT PROCEDURES

*Parking enforcement is governed by applicable laws and the governing documents. Residents are reminded that their parking impacts the quiet enjoyment of other residents.*

*Towing operations are conducted by an authorized legal entity governed by Miami Dade Municipal Code.*

*Reference: <http://www.flhsmv.gov/handbooks/englishdriverhandbook.pdf>*

## Policy:

- Residents, guests and commercial vehicles within Aventura Isles will park vehicles in Accordance with State Statutes, City Ordinances, and the Declaration of Covenants.
- Any vehicle that is temporarily parked on the street in accordance with the noted exceptions in the rules must comply with the applicable ordinances, state statutes and covenants.
- Overnight parking on the street between 12:00 AM and 6:00 AM, Sunday through

Thursday, and 2:00 AM to 6:00 AM, Friday through Saturday is strictly prohibited.

- On street double-parking is prohibited at all times.
- No vehicle may be parked at any time in such a fashion that obstructs the free flow of traffic or obstructs visibility at a street intersection or common areas intersection.
- Any vehicle parked on a roadway must do so in the direction of traffic flow.
- No vehicle shall obstruct access to a fire hydrant.
- No vehicle shall be parked on any portion of grass.
- No vehicle may be parked on a driveway that obstructs the sidewalk to include any overhang of the vehicle's components (examples: bumpers, trailer hitches, etc.)
- Parking in handicap areas is not permitted unless proper handicap permit is displayed.
- Any vehicle must not obstruct a driveway or otherwise impede the access of a resident to their property.
- Residents are responsible for communicating the parking rules and regulation to their guests and commercial vendors. Resident properties may be fined or charged for improper parking of their guests in conjunction with towing of offending vehicles.
- Overnight parking in mail stations and/or clubhouse parking lot requires a clearly displayed overnight parking pass issued by Management. Such passes are issued on a first come, first serve basis.
- No parking on curved portions of the roads.
- Parking lot #7 (club house) permits residents' personal vehicles to be parked within the parking lot without a pass from sunrise to sunset (open hours of amenities) while that resident is at the management office, at the pool, or at the tot lot. Furthermore, parking passes are not required for Board meetings and official Association business held outside of standard office hours. However, visitor vehicles must display the pass issued by the front gate on the vehicle dashboard while in the pool lot as with all other locations within the community. Parking passes and overnight passes are required for use of the parking lot at any other time or any other reason.

#### Resident Commercial Vehicles:

- Residents may be fined \$100 per day up to \$1,000 per violation. If compliance is not achieved, the Association will proceed with necessary action to correct the deficiency.  
Reference: 9.2 – 9.2.4 of the governing documents
- Any vehicle, which has any form or appearance to have any use in commerce or trade, or is known to the community to have any form of a commercial purpose, shall be deemed a commercial vehicle per the Section 6.2 of the governing documents.

#### POOL RULES

*This facility is for the use and enjoyment of Aventura Isles Residents, Their families and invited guests only.*

Aventura Isles Master Homeowner's Association, Inc. and its members. Board of Directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.

Members, their families, and guests shall have the right to use the Pool at any time it is open.

No lifeguard is on duty at any time- use pool at your own risk.

Hours of operation are from dawn to dusk.

Children under the age of 16 are not permitted in the pool unless under the direct supervision of their parents.

Shower prior to entering pool.

Towels may not be used to reserve chairs.

No food, drink, glass containers or alcoholic beverages are allowed in the pool or anywhere around the pool area or deck.

No running, pushing or boisterous play is permitted in the pool area.

All radios, CD's tape players must have a set of headphones for listening.

Diapered aged children must wear rubber pants in the pool.

Floats and rafts may not be used in the pool.

No animals are permitted in the Cabana or in the pool area.

No diving.

No business activity, nor free classes, may be conducted in the pool or pool area without written authorization from the Association.

Florida law and Miami Dade Municipal Code govern the operation and activities permitted in the pool area.

#### TOT LOT/ PLAYGROUND GUIDELINES

*This facility is for the use and enjoyment of Aventura Isles Residents, their families and invited guests only.*

Aventura Isles Homeowner's Association, Inc., its members, Board of Directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.

Owners, their families and guest shall have the right to use the Tot Lot, Playground at any time they are available.

There is no night lighting of this area.

Play at your own risk.

The hours of operation arc from sunrise until sunset daily.

No food, drinks, smoking or glass containers are permitted on the lot.

The lot is not to be used for any purpose other than to play on the equipment provided.  
Children 12 years of age and younger must be accompanied by and directly supervised by their parent.

Proper shoes must be worn at all times. Black soled shoes or bare feet are not allowed. Proper attires should be worn at all times. NO bare chest and NO bathing suits.

For safety and enjoyment of others, please no excessive noise, screaming or sand/ mulch throwing or profanity.

No pets shall be permitted anywhere in or around this Tot/Playground or on the common area immediately adjacent to this facility.

#### PETS

- All pets that may be found outside, whether intentional or accidental, must be registered to include a photo, age, weight, breed, veterinarian information, and evidence of annual vaccinations. Residents have until October 1, 2015, to comply. Failure to comply will result in legal action to remove the offending pet.
- There shall be no exception for the compliance of County ordinances governing pets within Aventura Isles. All violations are subject to immediate legal action and the violations process. This includes Miami Dade's Cruelty Law, Leash Law, Pooper Scooper Law, Pit Bull Law, and all other ordinances. Bylaws 5.9, 6.22.
- All pets must be accompanied by their owner and be secured on a leash while outside the subject property's boundaries. No pets are permitted free range throughout the community. Pets include, but are not limited to, dogs and cats.

#### ACCESS GATE USE INSTRUCTIONS

##### ENTRY BY HOMEOWNERS:

You may enter your community by using an HOA supplied barcode sticker attached to the side window of the vehicle 1 bar code per registered car up to a maximum 4 per family.

All residents must maintain active barcode stickers on their vehicles used to access the community. Removal of the barcode for any other use is not permitted.

Gate barcodes will be available from the Management Company at the cost of \$25.00. Checks should be made payable to Aventura Isles HOA, Inc.

##### ENTRY BY GUEST/VENDORS

All guests and vendors must access the community through the visitor lane. The driver of each vehicle must know the name and address of the resident to be visited. Guests and vendors will be directed to turnaround if the resident does not answer phone calls from the Gate House -or- if the visiting individual is not properly listed on a pre-approved guest list.

- The Association provides landscaping for the plants and grass provided by the Developer. Additional maintenance landscaping companies must be approved by the Management. Residents will be required to provide a copy of the general liability insurance for the landscape contractors. The Association and other homeowners should not be responsible for the extra costs incurred or for damages caused by these companies. Please contact Management to arrange for your landscaper's access or to request a quote from the Association's contractor.

### **Comcast Declaration**

Approximately, one hundred and seven (107) properties do not have Comcast service at the present time. A majority of these properties use one or more service providers to include DISH, DirecTV, and AT&T. Homeowners may claim up to \$80 in a one-time reimbursement for any termination fees charged by the carriers, in the aggregate. A refund will be issued to those homeowners accounts.

Claims must be made no later than ninety days from the start of the Association bulk agreement. Claims must be submitted to a special email address, to be announced later. A receipt of payment made to each service provider for the termination of service must be submitted with the claim. The receipt must be an official invoice from the service provider with the address of the property listed.

All claims will be processed by a different office. The Association's office staff will not be directly involved in processing of claims.

Tenants may negotiate with the homeowners of the occupied dwelling to handle any claims on their behalf. The Association cannot work with tenants because the Association accounts are with homeowners.

AVENTURA ISLES HOMEOWNERS  
ASSOCIATION, INC.  
RESERVATION FOR CLUBHOUSE

PHONE (HOME) \_\_\_\_\_ (WORK) \_\_\_\_\_

DATE OF REQUESTED RESERVATION: \_\_\_\_\_

THE FUNCTION TO START: \_\_\_\_\_ TO END: \_\_\_\_\_ (No later than 11:00PM)

NUMBER OF ATTENDEES: \_\_\_\_\_ (75 person maximum)

I understand that I have been granted use of the Live Aventura Isles Clubhouse on the above- stated date and time, subject to the following terms and conditions.

1. Aventura Isles Homeowners Association, Inc., its members Board of Directors or Property Management Company and their representative will in no way be liable for loss, damages, or injuries to any resident or guest in connection with this event. Resident assumes full responsibility and liability for any claims arising at the above stated activity.
2. Residents assumes full responsibility for any loss or damages caused to the premises and property of Aventura Isles Homeowner's Association, Inc., as a result of the use of the Clubhouse as stated above.
3. Resident agrees to return the premises to neat, clean and orderly condition and is responsible for removing and disposing of all trash and garbage created as a result of this activity.
4. Resident agrees to be fully responsible for maintaining an orderly function and will allow no illegal activity on the premises, will refrain from loud and annoying activities that may disturb surrounded residents.
5. Residents agrees and understand that the use of this facility is granted for residents only and may not be reserved for a non- Aventura Isles resident.
6. Rental area of main Clubhouse and Kitchen area only. Pool area cannot be reserved.
7. Rental hours are from 10:00 AM to 11:00 PM.
8. Ten (10) day minimum advance reservation requested for reservation of the Clubhouse. Deposit and fee check must accompany reservation form.
9. Occupancy of Clubhouse is limited to 75 people.
10. Parking is limited if a large number of guests are expected, residents may be required to obtain professional assistance for guest parking. Parking on the grass and in front of Homeowner's residence is strictly prohibited.
11. Residents will be required to notify all guests on use of entry device or will need to make arrangements for a person to be in the home to allow entry to the community on the date of

the event.

- 12. Resident agrees and understands that an adult MUST supervise all youth functions, at all times while the Clubhouse is in use. STRICTLY NO ALCOHOLIC BEVERAGES ARE TO BE ALLOWED and no glassware are to be used on or around pool area.
- 13. COST TO USE THE FACILITY; \$250.00 NON- REFUNDABLE.
- 14. Management staff will provide no set up.
- 15. The use of propane or barbecue grills prohibited in the Clubhouse, patio, or pool deck area.
- 16. Please request and provide a certificate of insurance for all caterers. ALL food and provisions must be removed at the end of the function. Leftover food cannot be stored in the refrigerator or kitchen area. AH trash MUST be removed and disposed by the caterer or owner and not left at the Clubhouse, kitchen or surrounding trashcans.
- 17. The swimming pool may be utilized; but may not be reserved for private use. Refer to Pool Rules.
- 18. No decorations are to be tacked or taped into any wall surfaces.
- 19. All furnishings and plants must be returned to original position at the end of the event.

DEPOSIT REQUIRED:

\$250.00 use fee Non Refundable and \$250.00 Refundable Deposit (as above). Two checks are to be made payable to Aventura Isles HOA, Inc. \$250.00 deposit will be refunded upon inspection of Clubhouse to ensure that it has been left clean and orderly, all inventories accounted for, all rules have been complied with and the keys has been returned.

I agree to all terms and conditions for use of the Aventura Isles Clubhouse.

Residents Signature  
 Printed Name \_\_\_\_\_  
 \_\_\_\_\_

Date  
 Check No. -Deposit \_\_\_\_\_  
 \_\_\_\_\_

Check No. Use Fee  
 \_\_\_\_\_

Date Deposit Returned  
 \_\_\_\_\_

Exhibit A  
 AVENTURE ISLES MASTER HOMEOWNER'S  
 ASSOCIATION, INC.

#### ARCHITECTURAL GUIDELINES

The purpose of the Architectural Review Committee (ARC) is in accordance with your homeowner's association documents and to keep your association in the same style and aesthetics that was intended by your builder. No items may be added to or taken down from the outside of your home without the approval of the Architectural Review Committee. In addition to this, no film may be added to your windows.

If you are replacing an item that does not require a vendor and the item is being replaced with the same exact thing, the approval process should not be a necessity.

In order for an ARC request to be processed, please contact Evergreen Lifestyles Management at 1-877-221-6919 or [Customerservice@evergreen-lm.com](mailto:Customerservice@evergreen-lm.com) You can also obtain an ARC form on the Aventura Isle Website. <http://www.aventuraisleshoa.com/>

#### The following items are required before your request can be processed;

1. Completed ARC Request Application with the description of what is being modified or replaced.
2. A copy of the Contractor's current Occupational License if using a contractor.
3. A copy of a current Workers' Compensation and Liability insurance policy from the contractor.
4. A copy of your lot survey with the areas and items you wish to add or change detailed and highlighted.
5. If using a vendor, they will need to post the copy/copies of the permit(s) on the job site.
6. If doing the modification yourself, please indicate this in the description box and sign your acceptance of responsibility to the ARC Request Application.

Please refer to The Declaration of Covenants and Restrictions of Aventura Isles, Section 6, for detailed information regarding any request for exterior changes.

The Board of Directors has up to thirty (30) days from receipt of said request to approve or disapprove the modification to be made. If the application request is received incomplete, it will be returned to you for the missing items. The thirty day approval period does not begin until a completed package has been submitted. **YOU MAY NOT START YOUR MODIFICATION PRIOR TO RECEIVING AN APPROVED ARC REQUEST APPLICATION.**



**EVERGREEN**  
LIFESTYLES MANAGEMENT

**AVENTURA ISLES MASTER HOMEOWNERS ASSOCIATION, INC  
APPLICATION FOR ARCHITECTURAL REVIEW COMMITTEE**

Please hand deliver, mail or this form  
565-9595

Telephone # 786-

with required plans and specifications to:  
ARCHITECTURAL REVIEW COMMITTEE  
ghernandez@Evergreen-LM.com  
AVENTURA ISLES MASTER HOMEOWNERS ASSOCIATION, INC.  
605 NE 193<sup>RD</sup> ST, MIAMI, FL 33179

Email:

Name of Owner (s):		Email Address:	
Street Address:			
Date:	Lot #	Phase #	Phone number:

Approval is hereby requested for the following modification(s), addition(s) and/or alterations as described below and on attached pages:

TYPE (Check applicable box and/or describe below):

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Addition           | <input type="checkbox"/> Hurricane Shutters  | <input type="checkbox"/> Screen Enclosure              |
| <input type="checkbox"/> Doors New          | <input type="checkbox"/> Landscaping/Curbing | <input type="checkbox"/> Solar Collectors (Fans/Tubes) |
| <input type="checkbox"/> Driveway Reseal    | <input type="checkbox"/> Patio/Pavers        | <input type="checkbox"/> Walkway                       |
| <input type="checkbox"/> Exterior Paint     | <input type="checkbox"/> Pool/Spa            | <input type="checkbox"/> Wall/Fence                    |
| <input type="checkbox"/> Generator/Gas Tank | <input type="checkbox"/> Satellite Dish      | <input type="checkbox"/> Yard Art/Wall Art/Statuary    |

IS THIS A RESUBMITTAL?  YES  NO WHO IS PREFORMING THE WORK? \_\_\_\_\_

ARE YOU PROVIDING PROOF OF INSURANCE IN THE EVENT OF DAMAGE?  YES  NO

Description of

Work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ All structural/landscaping changes or additions MUST include a property survey or plot plan showing the location of the change with dimensions. All requests for painting, roofing, pavers, lawn sculptures, doors, awnings, hurricane shutters, etc ; MUST include a color sample or photo of the proposed materials being used and must include copy of contractor's license and certificate of insurance. Failure to do so may delay your application. **You are required to contact Creative Landscaping prior to any exterior work to have irrigation lines marked. Any damaged caused will be charged back to the homeowner with an additional 10% per the governing documents. The Association is not liable for any approvals which violate the governing documents or the law. Each homeowner is responsible for reviewing all necessary documentation to ensure modifications are in compliance. This includes, but is not limited to, building code requirements, free-standing structure prohibitions, and the Miami Dade landscaping code requirements.**

Owner's Signature	Completion Date: Must contact HOA upon completion for inspection
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1. To protect yourself and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC., from liability exposure, all contractors doing work in your apartment (i.e. - decorators, flooring companies, etc.) must be licensed and insured.
2. A copy of each of the following must be filed with the Management Office prior to the contractor commencing work:
  - a. Current Certificate of Insurance for General Liability Insurance with limits of at least \$500,000.00 and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC., as an Additional Named Insured and Certificate Holder.
  - b. Current Certificate of Applicable Worker's Compensation and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. as an Additional Named Insured and Certificate.
  - c. Insurance - Certificate Holder Must State:  
AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC.  
C/O Evergreen Lifestyles Management  
605 NE 193<sup>rd</sup> Street  
Miami, FL 33179
  - d. License and applicable permits.
3. No contractor may be given access to your home without prior submittal of these documents to the Management Office.
4. All required permits must be submitted to the Management Office and posted prior to commencement of work.
5. Home Access Authorization forms signed by the resident must be filed prior to commencing work.
6. Architectural modification application form with plans must be signed and approved.
7. Thank you in advance for your cooperation in protecting your home.

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by the undersigned Owner(s) or Lessee(s) of Home \_\_\_\_\_ located in the AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association").

Whereas, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through or under them, the "Personnel") to perform work within the undersigned's Home subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00 and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. and additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

Therefore, in consideration for being permitted the benefit of allowing the Personnel to perform work within the undersigned's home and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledge that the Work performed by such Personnel within their Home shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liabilities for the Work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Home shall be at the undersigned sole risk and the Association shall not have any responsibilities or liability for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the Work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of our resulting from the contractor or vendor's entry to the undersigned's Home and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property including loss of use arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Home.
5. We have read this Release and understand and agree to all of its terms. We execute it voluntarily and with full acknowledge of its significance.

Owner 1: \_\_\_\_\_ Date: \_\_\_\_\_

Owner 2: \_\_\_\_\_ Date: \_\_\_\_\_

7/9/2015

Re: Soil Excavation Guidance Document

Pursuant to the Soil Management Plan dated February 6, 2012 and Soil Management Plan Addendum dated March 30, 2012 Aventura Isles 998 NE 195<sup>th</sup> Street North Miami Beach, Miami-Dade County, Florida DERM File AW-273/File-8489

Bates & Associates, Inc (BAI) has prepared this Soil Excavation Guidance Document for use during excavations activities at the Aventura Isles Development. The paragraphs below detail the site history, Project Management, Contractor Selection, Identifying the Impacted Soils, Handling of the Impacted Soils, and Required Reporting.

#### HISTORY

Aventura Isles (former Williams Island Golf Course) is an approximately 150-acre property being redevelopment as single- and multi-family residential use. The site is the former location of a golf course. Prior to development of a golf course, the site was utilized for row crop production.

Soils at the site below two (2) feet below land surface (bls) are assumed to be impacted by Contaminants of Concern (COCs) arsenic and chlorinated pesticides, specifically chlordane, dieldrin and toxaphene. In general, soil contaminant concentrations appear to decrease with increased depth, and do not appear to be prevalent in the limestone formation underlying the surficial soils (overburden). Minimal groundwater contamination has been identified at the site and is limited to arsenic. Contaminants at the site do not appear to depict "point source" contamination, but rather appear heterogeneous, which is generally consistent with the mechanical movement of soils which occurred during redevelopment of agricultural property into a golf course. The site is currently under regulatory oversight by the Miami-Dade County Regulatory and Economic Resources Department, Environmental Resources Management Division. A Level II Closure option, including institutional and engineering controls, is currently being pursued by the site developer/responsible party.

## Project Management

BAI is the Environmental Engineer of Record for all soil management during development and after development of Aventura Isles. As such, BAI must be retained prior to any excavation activities which will be conducted below the two (2) foot clean soil cap to provide regulatory oversight.

## Contractor Selection

The contractor selected to conduct excavation at the Aventura Site shall meet the following requirements:

- There shall be site personnel 40-hour Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) trained as per Standard (29 CFR 1910.120).
- The Contractor shall prepare an OSHA compliant project specific Health and Safety Plan, for use by all his employees, subcontractors and vendors engaged in the Work. The Contractor shall review the plan with all on-site employees and other personnel prior to starting the Work.
- The Contractor shall at all times be responsible for exercising reasonable precaution for the health and safety of his employees, subcontractors and vendors engaged in the execution and control of the Work. Note that excavation and handling of arsenic impacted soil shall be required.
- All construction activities will be performed in accordance with OSHA rule 2226.
- The Contractor shall comply with all applicable provisions of federal, state and local health and safety statutes, codes and regulations, including 29 CFR Parts 1910 and 1926.
- BAI, must also approve the excavation contractor.
- Identifying Impacted Soils:  
Soils at the site below the two (2) foot below land surface (bis) clean cap are assumed to be impacted by COCs arsenic and chlorinated pesticides, specifically chlorodane, dieldrin and toxaphene. Handling of Impacted Soils

The Contractor shall segregate excavated soils into impacted and non-impacted stockpiles. The Contractor shall protect excavated soil to prevent infiltration of water into, and erosion of soil from the stockpiles. Soil stockpiles shall be placed on a double layer of 6-mil polyethylene sheeting. The soil stockpiles shall be covered with a single layer of 6-mil polyethylene sheet at the end of each workday. The cover shall be secured to prevent disturbance by wind. It is the contractor's responsibility to maintain the stockpile and replace the cover, if damaged. The Contractor shall dispose of contaminated soil at an EPA/State approved disposal facility for proper disposal. The Contractor shall contract with the disposal facility for loading, transportation, and disposal of the impacted soil. Soil shall be transported in accordance with FDOT requirements. All impacted stockpiles shall be removed from the site and transported to an approved disposal facility within 3 weeks after receipt of facility specific required analytical results. Disposal receipts must be provided to BAI.

#### Required Notification / Reporting

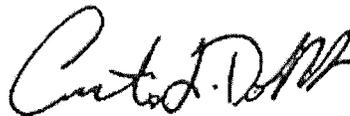
Prior to beginning work at the site, BAI and the Miami-Dade County Regulatory and Economic Resources (RER) shall be notified five (5) business days prior to beginning work. At the end of the excavation project, an Interim Source Removal report prepared by BAI shall be submitted to RER detailing the location and dimensions of the excavation, volume of soils removed from the site, and details on the restoration of the engineering controls.

Should you require any additional information, please contact the undersigned at 561-368-2308.

Sincerely,  
Bates & Associates, Inc.



Dawn Bates President  
Curtis L. Dokken, P.E., BC, PSSC Senior Engineer



# **EXHIBIT J**

**BEFORE THE MIAMI-DADE COUNTY  
ENVIRONMENTAL QUALITY CONTROL BOARD**

**IN RE:** : **2<sup>nd</sup> CORRECTED**  
: **Board Order No. 19-27**  
**Aventura Isles Master Homeowners** :  
**Association, Inc. and Williams Island** :  
**Ventures, LLC** :

THIS MATTER came before the Board on July 12, 2018 as a request by Petitioners, Aventura Isles Master Homeowners Association, Inc. and Williams Island Ventures, LLC, for a variance from the requirements of Section 24-44(2)(k)(ii)6 of the Code of Miami Dade County, Florida. The request is to allow the use of revised Rules and Procedures of the Aventura Isles Master Homeowner's Association as an institutional control instrument in lieu of a restrictive covenant running with the land pursuant to the provisions of said code section. This request comes as a result of the Petitioners' pursuit of a No Further Action with Conditions site closure to address the contamination on the subject properties located near Aventura Isles Boulevard and Northeast 199th Street, Miami-Dade County, Florida and are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

Section 24-44(2) (k) (ii) 6 of the Code provides that a No Further Action with Conditions proposal shall include a copy of the proposed institutional control, in a form prescribed by the Director, or the Director's designee, and approved by the Board of County Commissioners, with site-specific closure conditions. Further, upon written approval by the Director, or the Director's designee, of the institutional control and, if applicable, the engineering control plan, the institutional control shall be recorded in the public records of Miami-Dade County. Resolution R-857-01 approved by the Board of County Commissioners (BCC) establishes the covenant as the institutional control form. Said restrictive covenant specifies the restrictions applicable to the contaminated site, including maintenance of engineering controls, land use restrictions and/or groundwater use restrictions, and upon recording, runs with the land in favor of Miami-Dade County. The covenant is binding upon those that execute the covenant and their heirs, legal representatives, estates, successors, grantees and assignees.

The Board finds that this petition includes 653 single-family residences, townhomes, and clubhouse, identified as all of Blocks 1 through 41 within the Champion Lakes Subdivision as recorded in Book 169 at Page 71 of the Public Records of Miami-Dade County and are more particularly described in Exhibit "B" attached hereto and incorporated herein by reference.

The Board finds that Williams Island Ventures, LLC, co-petitioner and developer, redeveloped the former Williams Island Golf Course, which was constructed in 1968 and operated until early 2000s, into the current residential project known as Aventura Isles. Prior to 1968, the site was under row crop agricultural use until development of the golf course. Environmental Site Assessment Reports submitted to DERM documented contaminants commonly associated with former golf course and agricultural use, namely arsenic and chlorinated pesticides in the soil, and arsenic, ammonia and nitrate in the groundwater. To address the contamination, Williams Island Ventures, LLC, pursued a No Further Action with Conditions site closure, pursuant to Section 24-44(2)(k)(ii) of the Code, with institutional and engineering controls. As such, all contaminated soil has been covered with between two to five feet of clean soil or permanent cover material such as concrete, asphalt or building foundations. Groundwater contamination has been addressed via a restriction on groundwater use. The subject parcels are served by public water and public sanitary sewers. The site is permitted to extract water for irrigation from the adjacent canal; therefore, the potential for groundwater use or extraction is not anticipated except for construction-related activities (e.g., dewatering for pool installation, which would require a Class V DERM permit, etc.).

The Board finds that beginning in 2013, Williams Island Ventures, LLC, sold Blocks 1 through 41 to individual property owners, who are now represented by co-petitioner Aventura Isles Master Homeowners Association, Inc. This change in ownership occurred prior to completion and recordation of a restrictive covenant or obtaining a No Further Action with Conditions site closure. Williams Island Ventures, LLC still retains ownership over Aventura Isles' common area elements including roadways, and passive and active parks that surround the petition area and is therefore responsible for addressing any groundwater contamination that may migrate beyond the site boundaries and is pursuing closure for the parcels it owns separate from this variance request.

Williams Island Ventures, LLC states that it has not recorded a restrictive covenant over the 653 residential lots it no longer owns and that "it would be impossible to convince all of the existing owners to execute and provide for recording the covenant and so an alternative needs to be instituted." Therefore, as an alternative institutional control instrument in pursuit of a No Further Action with Conditions, the Petitioners have proffered revisions to the existing Rules and Procedures of the Aventura Isles Master Homeowner's Association that they affirm will provide the same protections, conditions and standards as a restrictive covenant. Should this request for variance from the provisions of Section 24-44(2) (k) (ii) 6 be granted, said Board Order would incorporate the referenced revised Rules and Procedures of the Aventura Isles Master Homeowner's Association and the Board Order would be recorded against all affected folios. On June 29, 2017, the Board of Directors of the Aventura Isles Master Homeowner's Association approved and authorized revisions to the Rules and Procedures via resolution attached as Exhibit "C".

The revised Rules and Procedures of this Association approved June 29, 2017, included insertion of Section 4: *Environmental Institutional and Engineering Controls and Requirements* and Attachment D: *Soil Excavation and Engineering Control Penetration Requirements*. On July 7, 2017, DERM provided recommended modifications to these revised Rules and Procedures,

incorporating language and conditions consistent with the Miami-Dade County restrictive covenant for Risk Based Corrective Actions (RBCA), which the Aventura Isles HOA advised they are prepared to adopt.

It is stipulated in the revised Rules and Procedures that all property owners agree to notify, in writing, all proposed tenants of the petition site of the existence and contents of Section 25 and Attachment C, and all leases shall contain a provision that requires compliance with Section 25 and Attachment C. The Rules and Procedures further state that failure to comply will subject property owners and tenants to enforcement and fines by the Aventura Isles Master Homeowners' Association.

As with all sites that receive a No Further Action with Conditions, a RBCA operating permit will be required pursuant to Section 24-44(2)(k)(ii)7 of the Code providing for regulatory oversight and compliance with the required controls. This RBCA site closure permit provides the means by which the site-specific institutional and engineering controls shall be maintained and monitored. Non-compliance with the conditions of the RBCA permit may result in enforcement action and, if corrective action is not taken, the No Further Action with Conditions may be rescinded.

The Board finds that there was a member of the public that objected to the request for a variance and requested that the variance be denied so that the Petitioners would be required to work with each individual homeowner. The Board also finds that according to the Petitioners' attorney the Rules and Regulations of the Association at the time had a disclosure of the fact that the property had been a golf course, had been agriculture, and that there was contamination that had been dealt with.

The Board finds that based upon the evidence and the testimony presented granting a variance from the requirements of Section 24-44(2)(k)(ii)6 of the Code and allow the revised Rules and Procedures of the Aventura Isles Master Homeowner's Association to serve as the institutional control instrument for the site, in lieu of a covenant, will not be detrimental to the public health, welfare, and safety, will not create a nuisance and will not materially increase the level of pollution in this County provided that the Petitioners' remains in compliance with the conditions enumerated below.

#### **ACCORDINGLY, IT IS**

**ORDERED AND ADJUDGED** that, based upon the evidence and testimony presented, a variance from the requirements of Section 24-44(2) (k) (ii) 6 of the Code, be and the same is hereby granted, subject of the following conditions:

1. The revised Attachment C shall be finalized to include all exhibits and the date of the DERM-approved Engineering Control Plan and Engineering Control Maintenance Plan for the petition area, and said revised Attachment C shall be submitted to DERM for review and approval within fifteen (15) days of the EQCB hearing date. Within 15 days of DERM's approval of Attachment C, the revised Rules and Procedures proffered by the Aventura Isles Master Homeowner's Association shall be adopted following the requirements of the Aventura Isles Homeowner's Association By-Laws and applicable Florida Statutes.

2. Copies of the adopted revised Rules and Procedures of the Aventura Isles Master Homeowner's Association referenced in Condition #1 above pertinent to this Board Order shall be disseminated accordingly, including a copy to DERM, within 21 days of adoption of the revised Rules and Procedures. Proof of delivery to each property owner shall be obtained, and may include certified mail, return receipt requested or signed acknowledgment of receipt obtained by a courier or delivery service. Said proof of delivery shall be made available for DERM review as required. Further, within (ten) 10 days of adoption of the revised Rules and Procedures, Section 25 and Attachment C shall be delivered to all residents for the benefit of all existing tenants with pre-existing leases that do not contain a provision requiring compliance with the revised Section 25 and Attachment C.
3. The RBCA permit issued to Aventura Isles Master Homeowners' Association upon DERM's issuance of the No Further Action with Conditions shall be complied with and renewed annually or every ten years, depending on the permit payment option elected, in perpetuity or until it has been demonstrated to the satisfaction of the DERM Director, its successors or its assigns, that the institutional controls and engineering controls are no longer necessary for the purposes intended because the criteria set forth in Section 24-44 (2)(k)(i) of the Code have been met, at which time DERM, its successors or its assigns, shall, upon written request of the Aventura Isles Master Homeowner's Association, give written notice that it would not object to the deletion of the restrictions contained within the revised Rules and Procedures. The Risk Based Corrective Action Permit shall include the following conditions:
  - a. Groundwater from the Property shall not be used for drinking water purposes.
  - b. Groundwater from the Property shall only be withdrawn for the purpose of pollution monitoring, and any such withdrawals shall be done only by qualified/trained and Homeowners Association-approved individuals.
  - c. Contaminated soil and groundwater shall not be removed from the Property without prior written approval of Miami-Dade County, Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), its successors or its assigns.
  - d. Engineering controls, detailed in the Engineering Control Plan approved by the DERM Director or Director's Designee, shall be maintained. The Engineering Control Plan/Engineering Control Maintenance Plan shall remain on file with DERM, or its successors or assigns.
  - e. Prior to the entry of a landlord-tenant relationship with respect to any portion of the Property, the owner agrees to notify in writing all proposed

tenants of the provisions of Section 25 and Attachment C of the Aventura Isles revised Rules and Procedures.

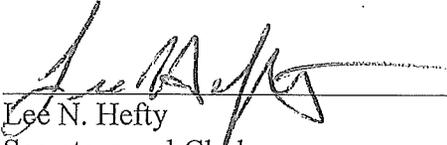
- 4. The Petitioner shall within 60 days from this hearing provide an opinion from a member of the Florida Bar verifying that the legal description used for filing of the Board Order, including folio numbers, is accurate and includes all residential lots within development and shall be approved by DERM.
- 5. The Petitioners are advised that this approval does not guarantee or ensure approvals from any other federal, state, county or municipal agency and that the variance granted herein does not affect or modify any requirement of any other provision of law.
- 6. Failure at any time to comply with any of the Conditions of this Board Order shall render this Order null and the variance granted herein no longer in effect. Upon compliance with the conditions, the variance shall be reinstated.

Done and Ordered this 19<sup>th</sup> day of April, 2019 in Miami-Dade County, Florida.

  
 Claire Bradshaw-Sidran, Ph.D.  
 Chairperson

**FILING AND ACKNOWLEDGEMENT**

Filed on this 19<sup>th</sup> day of April, 2019 with the Secretary of the Board as Clerk of the Environmental Quality Control Board, receipt of which is hereby acknowledged and the seal of the Board affixed below.

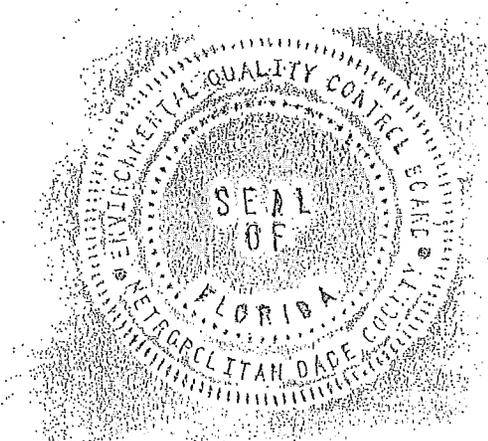
  
 Lee N. Hefty  
 Secretary and Clerk

SEAL

Approved as to form and legal sufficiency:

ABIGAIL PRICE-WILLIAMS  
 Miami-Dade County Attorney  
 Attorney for the Board

  
 By: David Sherman  
 Assistant County Attorney



**EXHIBIT A**

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
6280	3022060606280	666 NE 193 TER, MIAMI, FL, 33178, USA	666 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RICARDO RENE HERNANDEZ LARES, ALEJANDRA S ABRAMAM MARIN
6290	3022060606290	15679 SW 54 CT, MIRAMAR, FL, 33027, USA	670 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BASHEER MALEK MUSTAFA
6300	3022060606300	674 NE 193 TER, MIAMI, FL, 33179, USA	674 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RAYMOND JENNINGS, JENNY JENNINGS
6310	3022060606310	678 NE 193 TER, MIAMI, FL, 33179, USA	678 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 41, LOT SIZE 3406 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PETER P TORTOR, MARIA P TORTOR
6320	3022060606320	682 NE 193 TER, MIAMI, FL, 33179, USA	682 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 41, LOT SIZE 3326 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ENID DEL CARMEN QUINTERO LANZA
6330	3022060606330	20801 BISCAYNE BLVD #306, AVENTURA, FL, 33180, USA	686 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 41, LOT SIZE 3513 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KATA INVESTMENTS LLC SERIES B
6340	3022060606340	702 NE 193 TER, MIAMI, FL, 33178, USA	702 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 41, LOT SIZE 3420 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISAAC CHOCHRON COHEN, ESTRELLA GARZON, ALBERTO ABRAMAM CHOCHRON GARZON
6350	3022060606350	NO DATA	AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 41, LOT SIZE 3420 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NO DATA
6360	3022060606360	1470 NE 125TH TER # 510, MIAMI, FL, 33161, USA	710 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 41, LOT SIZE 4472 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JAIR M HARKATZ
6370	3022060606370	707 NE 188 ST, MIAMI, FL, 33179, USA	707 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 41, LOT SIZE 4798 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FRANCISCO G VISCONTI PROTOVIN
6380	3022060606380	703 NE 193 ST, MIAMI, FL, 33179, USA	703 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 41, LOT SIZE 3659 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LILIANA MARIA BARRAZA, MARIO PENA IGUARAN
6390	3022060606390	7451 W OAKLAND PARK BLVD, LAUDERHILL, FL, 33319, USA	687 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 41, LOT SIZE 3659 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YENOR GROUP 18 LLC, C/O BERGMAN
6400	3022060606400	21055 NE 37 AVE, AVENTURA, FL, 33180, USA	689 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 41, LOT SIZE 3940 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MICHELE MANDELBELUM
6410	3022060606410	21490 HIGHLAND LAKES BLVD, MIAMI, FL, 33179, USA	679 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 41, LOT SIZE 3379 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JAVIER OVALLLES, ADRIANA TERAN
6420	3022060606420	2020 NE 169 ST #300D, MIAMI, FL, 33182, USA	675 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 41, LOT SIZE 3617 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BORDON LLC
6430	3022060606430	1025 E HALLANDALE BEACH BLVD # 3, HALLANDALE BEACH, FL, 33009, USA	671 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALEJANDRA STELLA ABRAHAM MARIN, MAURA LUCY ABRAMAM MARIN
6440	3022060606440	667 NE 193 ST, MIAMI, FL, 33178, USA	667 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CLAUDIA GODOY, LUIS GONZALEZ
6450	3022060606450	666 NE 193 ST, MIAMI, FL, 33179, USA	663 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AFROZA RAHMAN, AMB L RAHMAN
6460	3022060606460	659 NE 193 ST, MIAMI, FL, 33179, USA	659 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	HUGO ANDRES PORRO, DANA PAOLA ARISTIA
6470	3022060606470	655 NE 193 ST, MIAMI, FL, 33179, USA	655 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	HUNG QIU WONG, SOON LEONG KON
6480	3022060606480	661 NE 193 ST, MIAMI, FL, 33179, USA	651 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BERKIS D BATISTA
6490	3022060606490	647 NE 193 STREET, MIAMI, FL, 33179, USA	647 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PABLO D PUCCIO, NATALIA CAMBA
6500	3022060606500	643 NE 193 ST, MIAMI, FL, 33179, USA	643 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	THOMAS S PLACONA, CRYSTAL T PLACONA
6510	3022060606510	639 NE 193 STREET, MIAMI, FL, 33179, USA	639 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KENYA M RIVAS VELASQUEZ
6520	3022060606520	1745 E HALLANDALE BEACH BLVD 603W, HALLANDALE, FL, 33009, USA	635 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LUIS VILLEGAS, MARIANELLA RODRIGUEZ
6530	3022060606530	20130 NE 3 CT #4, MIAMI, FL, 33179, USA	631 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RODRIGO PARRA

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Lat-4 DigIts)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
5980	3022060605980	704 NE 193 ST, MIAMI, FL, 33178, USA	704 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 57 BLK 40, LOT SIZE 3926 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 430000	MICHAEL CONDE Y ULLMANN JTRS, KELLY HENDRICKSON JTRS
5980	3022060605980	19950 WEST COUNTRY CLUB DR #803, AVENTURA, FL, 33180, USA	700 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 58 BLK 40, LOT SIZE 3926 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SECONDOPIANO LLC
6000	3022060606000	678 NE 193 ST, MIAMI, FL, 33178, USA	678 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 59 BLK 40, LOT SIZE 3925 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YILDIZ MELISA SALTOS
6010	3022060606010	674 NE 193 ST, MIAMI, FL, 33178, USA	674 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 60 BLK 40, LOT SIZE 3925 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RICHARD GOMEZ, SUBETTE ANDAYA GOMEZ
6020	3022060606020	670 NE 193 ST, MIAMI, FL, 33178, USA	670 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 61 BLK 40, LOT SIZE 3925 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	WILLIE J BELL IV
6030	3022060606030	20861 NE 30 CT, AVENTURA, FL, 33180, USA	668 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 62 BLK 40, LOT SIZE 3878 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ARI HADIDA, FRIDA HADIDA
6040	3022060606040	662 NE 193 ST, MIAMI, FL, 33178, USA	662 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 63 BLK 40, LOT SIZE 4950 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CARLOS M DE ALVARENGA E SILVA, ROSE DO NASCIMENTO CRUZ
6050	3022060606050	18851 NE 28 AVE #044, AVENTURA, FL, 33180, USA	658 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 64 BLK 40, LOT SIZE 3860 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FLORIDABIGPOT LLC
6060	3022060606060	23 STONE RIDGE ROAD, OLD BRIDGE, NJ, 08857, USA	654 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 65 BLK 40, LOT SIZE 3860 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JULES ASCENCIO
6070	3022060606070	8227 NW 8 CT, PLANTATION, FL, 33324, USA	650 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 66 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SILVER STAR II CORP
6080	3022060606080	644 NE 193 ST, MIAMI, FL, 33178, USA	644 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 67 BLK 40, LOT SIZE 3860 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVI COHEN, MARIANA SILVA
6090	3022060606090	640 NE 193 ST, MIAMI, FL, 33178, USA	640 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 68 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DANIEL LASANTA, TAMARA ZIMMERMAN LASANTA
6100	3022060606100	636 NE 193 ST, MIAMI, FL, 33178, USA	636 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 69 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MARILYN MINNS AVILA
6110	3022060606110	632 NE 193 ST, MIAMI, FL, 33178, USA	632 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 70 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JUAN RODRIGUEZ, ANGELICA M RODRIGUEZ
6120	3022060606120	470 ANSIN BLVD BAY J, HALLANDALE, FL, 33009, USA	628 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 71 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PUNTA INDIO LLC
6130	3022060606130	7000 ISLAND BLVD # 1408, AVENTURA, FL, 33160, USA	624 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 72 BLK 40, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	VICA PROPERTIES LLC
6140	3022060606140	620 NE 193 ST, MIAMI, FL, 33178, USA	620 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 73 BLK 40, LOT SIZE 4159 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ARIE YAKER, FRANCINE YAKER
6150	3022060606150	616 NE 193 ST, MIAMI, FL, 33179, USA	616 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 74 BLK 40, LOT SIZE 4570 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CHRISTOPHER JEAN BAPTISTE
6160	3022060606160	612 NE 193 ST, MIAMI, FL, 33178, USA	612 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 75 BLK 40, LOT SIZE 4796 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALEJANDRO PADILLA MERICIO
6170	3022060606170	608 NE 193 ST, MIAMI, FL, 33178, USA	608 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 76 BLK 40, LOT SIZE 4796 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ZARA MONTE LUPO INVESTMENTS LLC
6180	3022060606180	604 NE 193 STREET, MIAMI, FL, 33178, USA	604 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 77 BLK 40, LOT SIZE 4782 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KIRAN DADLANI, LACHMAN V DADLANI
6190	3022060606190	600 NE 193 STREET, MIAMI, FL, 33179, USA	600 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 78 BLK 40, LOT SIZE 4254 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ANTHONY A CLARKE
6200	3022060606200	3112 OHIO STREET, MIAMI, FL, 33133, USA	634 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 41, LOT SIZE 3270 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RACHEL BOUGANIM, WAYNE ARGENT, NATHALIE BOUGANIM
6210	3022060606210	638 NE 193 TER, MIAMI, FL, 33178, USA	638 NE 193 TER, AVENTURA, FL33179-0000	30 2206 000 0010 & 30 2206, 043 0030, 210425	PAXTON V BOYD, SAMANTHA A BOYD
6220	3022060606220	642 NE 193 TER, MIAMI, FL, 33179, USA	642 NE 193 TER, AVENTURA, FL33179-0000	FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JOSE HERNANDEZ, DAISY GOMEZ DE HERNANDEZ
6230	3022060606230	646 NE 193 TER, MIAMI, FL, 33176, USA	646 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JENNY GHTEA
6240	3022060606240	650 NE 193 TER, MIAMI, FL, 33179, USA	650 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KIRK IVY
6250	3022060606250	654 NE 193 TER, MIAMI, FL, 33179, USA	654 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KIM MILLER JR JTRS, ANNA K GUERRERO JTRS
6260	3022060606260	658 NE 193 TER, MIAMI, FL, 33178, USA	658 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 340000	IVAN EDUARDO HERNANDEZ, YLLIS M HERNANDEZ
6270	3022060606270	662 NE 193 TER, MIAMI, FL, 33178, USA	662 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 41, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 206550	JEAN CLAUDE JEAN PIERRE

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
5690	3022060605690	723 NE 193 ST, MIAMI, FL, 33179, USA	723 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CLAUDIA MARIA MARMO IAPPICA JTRS, MICHELE ALESSANDRO CASINO JTRS, FABIANA GABRIELA CASINO JTRS
5700	3022060605700	727 NE 193 ST, MIAMI, FL, 33179, USA	727 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TEREAKA M WHITELY GORDON
5710	3022060605710	731 NE 193 ST, MIAMI, FL, 33179, USA	731 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	J T A PROPERTY LLC
5720	3022060605720	735 NE 193 ST, MIAMI, FL, 33179, USA	735 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JULIE D BRUNO
5730	3022060605730	739 NE 193 ST, MIAMI, FL, 33179, USA	739 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	GASTON COMA, ANGELICA MARIA GALLO FRANCO
5740	3022060605740	743 NE 193 ST, MIAMI, FL, 33179, USA	743 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 450000	CAROLE ARNAUD
5750	3022060605750	747 NE 193 ST, MIAMI, FL, 33179, USA	747 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	GABRIEL A GUZMAN, MONICA M GUZMAN
5760	3022060605760	2320 HOLLYWOOD BLVD, HOLLYWOOD, FL, 33020, USA	751 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 35 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TALLSTONE LLC
5770	3022060605770	21055 YACHT CLUB DR #2510, AVENTURA, FL, 33180, USA	755 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 36 BLK 40, LOT SIZE 3980 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JOSE BENATAR, DEBORAH BITCHATCHI DE BENATAR
5780	3022060605780	150 SUNNY ISLES BLVD 1404, SUNNY ISLES BEACH, FL, 33180, USA	759 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 37 BLK 40, LOT SIZE 5820 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MOISES RUBEN COHEN COHEN LE, REM ORION ISAAC COHEN GLIGHT, REM LIOR ISRAEL COHEN GLIGHT
5790	3022060605790	763 NE 193 ST, MIAMI, FL, 33179, USA	763 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 38 BLK 40, LOT SIZE 9048 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YAHIEL REUVENI
5800	3022060605800	19511 NE 16 COURT, NORTH MIAMI BEACH, FL, 33179, USA	767 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 39 BLK 40, LOT SIZE 7038 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FLAVIO HOJDA, DEBORA FINGER HOJDA
5810	3022060605810	774 NE 193 ST, MIAMI, FL, 33179, USA	774 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 40 BLK 40, LOT SIZE 7339 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AMIT SEDAKA, JOANNE VAINSTEIN, ORNA VAINSTEIN
5820	3022060605820	770 NE 193 STREET, MIAMI, FL, 33179, USA	770 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 41 BLK 40, LOT SIZE 9559 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MICHAEL DEREK LEMKE
5830	3022060605830	766 NE 193 ST, MIAMI, FL, 33179, USA	766 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 42 BLK 40, LOT SIZE 10658 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ROSA M CANAO
5840	3022060605840	2320 HOLLYWOOD BLVD, HOLLYWOOD, FL, 33020, USA	762 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 43 BLK 40, LOT SIZE 6187 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TRICKY Y CHANEL INVESTMENTS LLC
5850	3022060605850	758 NE 193 ST, MIAMI, FL, 33179, USA	758 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 44 BLK 40, LOT SIZE 6035 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DARRELL CHARLES HAWKINS
5860	3022060605860	5810 SANTA MARIA AVE # 205, PMB 83 121, LAREDO, TX, 78041, USA	754 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 45 BLK 40, LOT SIZE 4550 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PY & AJ COMPANY
5870	3022060605870	750 NE 193 ST, MIAMI, FL, 33179, USA	750 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 46 BLK 40, LOT SIZE 3971 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MARIANA FURMANSKI
5880	3022060605880	746 NE 193 ST, MIAMI, FL, 33179, USA	746 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 47 BLK 40, LOT SIZE 5047 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ANDREA BOTERO, JOHN DURANGO
5890	3022060605890	740 NE 193 ST, MIAMI, FL, 33179, USA	740 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 48 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ANNA KARLOVA ARANGO JTRS, ALEXANDER ARANGO JTRS, TATIANA K KENNEDY JTRS
5900	3022060605900	3201 NE 193 ST # 2406, AVENTURA, FL, 33160, USA	736 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 49 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CAIMAN ALMA LLC
5910	3022060605910	21200 NE 38 AVE #1703, AVENTURA, FL, 33180, USA	732 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 50 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NAUTICO INVESTMENT LLC
5920	3022060605920	728 NE 193 ST, MIAMI, FL, 33179, USA	728 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 51 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	INGO B LANG
5930	3022060605930	724 NE 193 ST, MIAMI, FL, 33179, USA	724 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 52 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ELIAS CASTILLO, HEIDY CASTILLO
5940	3022060605940	19950 W COUNTRY CLUB DR #903, AVENTURA, FL, 33180, USA	720 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 53 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 53 LLC
5950	3022060605950	2875 NE 191 ST STE 404, AVENTURA, FL, 33180, USA	716 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 54 BLK 40, LOT SIZE 4068 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISLES 716 LLC
5960	3022060605960	712 NE 193 ST, MIAMI, FL, 33179, USA	712 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 55 BLK 40, LOT SIZE 5202 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALONSO JORDAN, MARLUJI RIVAS
5970	3022060605970	708 NE 193 ST, MIAMI, FL, 33179, USA	708 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 56 BLK 40, LOT SIZE 5926 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LEON KOHN, CARLA VANESSA KOHN

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
5390	3022060605390	271-191 TER, SUNNY ISLES BEACH, FL, 33160, USA	809 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT39 BLK 39, LOT SIZE 8092 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 469000	JOHNNY Y SAFFAR, ALEXANDRA C SOPHIE ELHAIK SAFFAR
5400	3022060605400	817 NE 191 TER, MIAMI, FL, 33179, USA	817 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 40 BLK 39, LOT SIZE 5435 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISABELLA WHITAKER CITINO
5410	3022060605410	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	825 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 41 BLK 39, LOT SIZE 5465 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 418513	RADEA PROPERTY LLC
5420	3022060605420	19260 NE 8 CT, MIAMI, FL, 33179, USA	19260 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 40, LOT SIZE 7093 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FRANCISCO A COLLADO, VIANNY VIANIELA MANCIBEO
5430	3022060605430	3340 NE 190 ST # 1101, AVENTURA, FL, 33180, USA	19268 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 40, LOT SIZE 10961 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 380000	ALEJANDRO ANEZ, EVELYN PEREZ LARIN
5440	3022060605440	19276 NE 8 COURT, MIAMI, FL, 33179, USA	19276 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 40, LOT SIZE 4999 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ERIC OVADIA
5450	3022060605450	20200 W DIXIE HWY 1205, AVENTURA, FL, 33180, USA	19284 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 40, LOT SIZE 4635 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MANCHI INVESTMENTS LLC
5460	3022060605460	2020 NE 163 ST #300 D, MIAMI, FL, 33182, USA	19292 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 40, LOT SIZE 4235 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MELOMICKY LLC
5470	3022060605470	19300 NE 8 CT, MIAMI, FL, 33179, USA	19300 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 40, LOT SIZE 3800 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KEVIN TURCHIN, DANIELLA VALENCIA
5480	3022060605480	3530 MYSTIC POINTE DR, AVENTURA, FL, 33180, USA	19304 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NUSEN BEER, RIVKA BEER
5490	3022060605490	1470 NE 125 TER #303, NORTH MIAMI, FL, 33161, USA	19308 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AXI PROPERTIES LLC
5500	3022060605500	1470 NE 125 TERR STE 303, NO MIAMI, FL, 33161, USA	19312 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AXP PROPERTIES LLC
5510	3022060605510	2020 NE 163 ST #500, S MIAMI, FL, 33182, USA	19316 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FLORNICAMI LLC
5520	3022060605520	1290 PEREGRINE WAY, WESTON, FL, 33327, USA	19320 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PEDRO ACEVEDO, LUZ MARINA PINEDO DE ACEVEDO
5530	3022060605530	19324 NE 8 CT, MIAMI, FL, 33179, USA	19324 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 40, LOT SIZE 3916 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	OSCAR J PEREZ, ADIS N PEREZ SHIFFMAN
5540	3022060605540	19328 NE 8 TH CT, MIAMI, FL, 33179-1374	19328 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 40, LOT SIZE 7523 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 449000	JOHNNY J DAVIS
5550	3022060605550	816 NE 193 TER, MIAMI, FL, 33179, USA	816 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 40, LOT SIZE 5215 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	COREY D BERKIN, NICOLE BERKIN
5560	3022060605560	13501 SW 128 ST # 202, MIAMI, FL, 33186, USA	808 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 40, LOT SIZE 3989 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ARFDJD LLC
5570	3022060605570	800 NE 193 TER, MIAMI, FL, 33179, USA	800 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 40, LOT SIZE 3989 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ERIC J HOLLANDER
5580	3022060605580	792 NE 193 TER, MIAMI, FL, 33179, USA	792 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 40, LOT SIZE 3988 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	GUILLERMO MARTINEZ ESPINOSA, DENISSE IBARRA CAMPOS
5590	3022060605590	794 NE 193 TERR, MIAMI, FL, 33179, USA	784 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 40, LOT SIZE 3989 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TANGELA SHEFFIELD
5600	3022060605600	776 NE 193 TER, MIAMI, FL, 33179, USA	776 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 40, LOT SIZE 3987 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MARC WOOD JULES, LOVELY JULES
5610	3022060605610	13501 SW 128 ST #201, MIAMI, FL, 33186, USA	768 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 40, LOT SIZE 3987 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	HEAT MARKETING LLC
5620	3022060605620	3001 NE 185 ST #335, MIAMI, FL, 33180, USA	760 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 40, LOT SIZE 3987 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CHAUNCEY BAILEY, GINA PETITHOMME
5630	3022060605630	752 NE 193 TER, MIAMI, FL, 33179, USA	752 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 40, LOT SIZE 3987 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FANIA DUGARD
5640	3022060605640	3112 OHIO ST, MIAMI, FL, 33133, USA	744 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 40, LOT SIZE 3988 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RACHDAN REALTY LLC
5650	3022060605650	736 NE 193 TER, MIAMI, FL, 33179, USA	736 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 40, LOT SIZE 3990 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MATHEW DAVID WOODS, MELANIE L GERSHON WOODS
5660	3022060605660	728 NE 193 TER, MIAMI, FL, 33179, USA	728 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 40, LOT SIZE 3984 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PHILLIP CHEN SR, HALLIE V CHEN, PATRICIA E CHEN
5670	3022060605670	3731 NE 214 ST 28, AVENTURA, FL, 33180, USA	720 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 40, LOT SIZE 5087 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 450000	JUAN MANUEL SANTURIAN TRS, JMS TRUST
5680	3022060605680	719 NE 193 ST, MIAMI, FL, 33179, USA	719 NE 193 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 40, LOT SIZE 7380 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	OLGA L PERDOMO TRS, OLGA L PERDOMO REVOC TRUST

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
5090	3022060605090	PO BOX 140870, CORAL GABLES, FL, 33114, USA	641 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 357227	MANOAH CORP
5100	3022060605100	546 PALM DR, HALLANDALE, FL, 33009, USA	643 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 359283	JENELI LLC
5110	3022060605110	461 TAMARIND DR, HALLANDALE, FL, 33009, USA	645 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 359263	SORLED LLC
5120	3022060605120	647 NE 191 TER, MIAMI, FL, 33179, USA	647 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 397177	ALI KADDOURAH
5130	3022060605130	92 SW 9 ST #4306, MIAMI, FL, 33130, USA	649 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 405845	649 AVENTURA ISLES, INVESTMENTS LLC
5140	3022060605140	651 NE 191 TER, MIAMI, FL, 33178, USA	651 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 407265	SERGIO BERTISCH, NORA BERTISCH
5150	3022060605150	653 NE 191ST TER, MIAMI, FL, 33178, USA	653 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 395945	DIEGO CAPURRO
5160	3022060605160	655 NE 191 TER, MIAMI, FL, 33179, USA	655 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 442862	MAGGIE COCO PARK LLC
5170	3022060605170	657 NE 191 TER, MIAMI, FL, 33178, USA	657 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 351130	ANDRIY KALINOVSKYY
5180	3022060605180	659 NE 191 TER, MIAMI, FL, 33178, USA	659 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 371508	FELIPE VARELA, MARIA MARRERO
5190	3022060605190	3350 SW 148 AVE STE 203, MIRAMAR, FL, 33027, USA	661 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 375478	SJM TRUST LLC
5200	3022060605200	663 NE 191 TER, MIAMI, FL, 33178, USA	663 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 443925	GILLES PIERRE CHARLES BOURQUIN
5210	3022060605210	665 NE 191 TER, MIAMI, FL, 33178, USA	665 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 416903	CHEN REFAELI, LIAT KOHEN REFAELI
5220	3022060605220	667 NE 191 TER, MIAMI, FL, 33178, USA	667 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 359550	SAMUEL BRINGAS, NADIA BRINGAS
5230	3022060605230	669 NE 191 TER, MIAMI, FL, 33178, USA	669 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 434875	ARIEL FLURMANSKI
5240	3022060605240	671 NE 191 TER, MIAMI, FL, 33178, USA	671 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 356205	DAVID MICHAEL TARLOW, DAVID MICHAEL TARLOW REVOCABLE TR
5250	3022060605250	PO BOX 279391, MIRAMAR, FL, 33027-9391, USA	673 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 389273	FRANCIS Z FUZER
5260	3022060605260	PO BOX 193693, SAN JUAN, PR, 00919	675 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 39, LOT SIZE 4850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 378990	REY CONTRERAS
5270	3022060605270	19270 NE 6 AVE, MIAMI, FL, 33178, USA	707 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 39, LOT SIZE 4387 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 353965	IRENE GORDON, RAQUEL GRAUER, SOFIA GRAUER
5280	3022060605280	5875 COLLINS AVE #1601, MIAMI BEACH, FL, 33140, USA	715 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 39, LOT SIZE 4713 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 348790	VANLI LLC
5280	3022060605280	3101 SOUTH OCEAN DR #1007, HOLLYWOOD, FL, 33019, USA	723 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 39, LOT SIZE 4718 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 352880	ALEX RAFI COHEN
5300	3022060605300	1180 A EAST HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	731 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 39, LOT SIZE 4710 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 445126	LADO 3039 LLC
5310	3022060605310	16 IRIS, RAMAT HASHARON 4724952, ISRAEL	739 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 39, LOT SIZE 4792 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 354222	ADI MOR
5320	3022060605320	747 NE 191 TER, MIAMI, FL, 33178, USA	747 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 380976	JAVIER D RESNIK COGAN, MARINA FELDMAN
5330	3022060605330	11120 NW 71 ST, MIAMI, FL, 33178, USA	755 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 348135	MARIA CAROLINA BOTBOL TRS, MARIA CAROLINA BOTBOL REV TRUST
5340	3022060605340	763 NE 191 TERRACE, MIAMI, FL, 33179, USA	763 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 340460	SAMI MOR, TALI MOR
5350	3022060605350	18851 NE 29 AVE #104A, AVENTURA, FL, 33180, USA	771 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 35 BLK 39, LOT SIZE 3851 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 373260	MON AMI LLC
5360	3022060605360	2875 NE 191 ST # 801, AVENTURA, FL, 33180, USA	779 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 36 BLK 39, LOT SIZE 7821 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 410565	SANDERS COMMERCE LLC
5370	3022060605370	787 NE 191ST TER, MIAMI, FL, 33178-3974	787 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 37 BLK 39, LOT SIZE 6450 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 395900	JUAN KAHN, BLIME RAUCHENBERG DE KAHN, JOYCE KAHN
5380	3022060605380	801 NE 191 TER, MIAMI, FL, 33178, USA	801 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 38 BLK 39, LOT SIZE 6040 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 457250	RANDY A GROVER, BEATRIZ GROVER

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
4790	3022060604790	1180 E HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	786 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 38, LOT SIZE 6567 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 338450	MARIO DANIEL KRASNANSKY, LILIANA BEATRIZ SPORN
4800	3022060604800	2875 NE 191 STREET #801, AVENTURA, FL, 33180, USA	817 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 38, LOT SIZE 3808 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 307990	INVERSIONES AC LLC
4810	3022060604810	1715 NE MIAMI GARDENS DR #229, MIAMI, FL, 33179, USA	813 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 289505	OMAR I PEREZ, TATIANA M VIQUEZ
4820	3022060604820	809 NE 191 ST, MIAMI, FL, 33179, USA	809 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LORI CASTRONE
4830	3022060604830	805 NE 191 STREET, MIAMI, FL, 33179, USA	805 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 294230	LEYSIS RAMIREZ
4840	3022060604840	801 NE 191 ST, MIAMI, FL, 33179, USA	801 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 315537	RUBENS CARNEVALI RIZZATO
4850	3022060604850	653 NE 191 TER, NORTH MIAMI BEACH, FL, 33179, USA	785 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 291810	DIEGO CAPURRO, MARIA GABRIELA LLAMAZARES
4860	3022060604860	789 NE 191 ST, MIAMI, FL, 33179, USA	789 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 318616	MICHAEL BENATTAR
4870	3022060604870	783 NE 191 ST, MIAMI, FL, 33179, USA	783 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 275655	GEREMY VALERA SOLIS
4880	3022060604880	777 NE 191 ST, MIAMI, FL, 33179, USA	777 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CHRISTINE M RENELLA
4890	3022060604890	771 NE 191 STREET, MIAMI, FL, 33179, USA	771 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 274075	MAXUT ASSANBAYEV, AIGUL ASSANBAYEV
4900	3022060604900	765 NE 191 ST, MIAMI, FL, 33179, USA	765 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 38, LOT SIZE 3863 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 302770	MARIA GRACE MONTEALEGRE
4910	3022060604910	759 NE 191 ST, MIAMI, FL, 33179, USA	759 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 38, LOT SIZE 3787 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 300105	CLARA WINER DONSKOY, RICARDO DE JESUS JIMENEZ ACOSTA
4920	3022060604920	1514 ISLAND BLVD, ABENTURA, FL, 33160, USA	763 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 38, LOT SIZE 3827 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 283280	ALANDR LLC
4930	3022060604930	747 NE 191 STREET, MIAMI, FL, 33179, USA	747 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 38, LOT SIZE 3972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 309855	ANTON S AKHPOLAU
4940	3022060604940	779 NANDINA DR, WESTON, FL, 33327, USA	741 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 38, LOT SIZE 4022 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 317611	MARCOS GHITIS, VICKY GHITIS
4950	3022060604950	735 NE 191 ST, MIAMI, FL, 33179, USA	735 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 38, LOT SIZE 3978 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 298490	DESIREE A NUNEZ JTRS, TRAVIS FARRELL JTRS
4960	3022060604960	19 OAK KNOLL RD, SUMMIT, NJ, 07801, USA	729 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 38, LOT SIZE 3835 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 284293	MARTIN PELLEGERO, STEPHANIE PENARETE
4970	3022060604970	723 NE 191 ST, MIAMI, FL, 33179, USA	723 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 38, LOT SIZE 3765 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 307668	ALEXANDRA JIMENEZ HOYOS, ALBERTO A HOYOS
4980	3022060604980	717 NE 191ST ST, MIAMI, FL, 33179-3922	717 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 35 BLK 38, LOT SIZE 3705 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 333143	ARNAUD PINEL, SEILUNE PINEL CHAN
4990	3022060604990	711 NE 191 ST, MIAMI, FL, 33179, USA	711 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 36 BLK 38, LOT SIZE 3520 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 298490	MARIE JOZIE PIERRE
5000	3022060605000	705 NE 191 ST, MIAMI, FL, 33179, USA	705 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 37 BLK 38, LOT SIZE 4386 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 332505	BRANDON KRESS, CASSIE KRESS
5010	3022060605010	2800 S DOUGLAS RD PH6, CORAL GABLES, FL, 33134, USA	625 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 39, LOT SIZE 3894 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 381502	GLOBAL INVESTMENTS II LLC
5020	3022060605020	627 NE 191 TER, MIAMI, FL, 33179, USA	627 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 354903	ANDRII PLYPENKO, VIKTORIA MARKHAYCHUK
5030	3022060605030	15395 NE 21 AVE, NORTH MIAMI BEACH, FL, 33180, USA	629 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 372688	ADALBERTO SILVA
5040	3022060605040	19950 W COUNTRY CLUB DR #903, AVENTURA, FL, 33180, USA	631 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 333323	TIGAS LLC
5050	3022060605050	633 NE 191 TER, MIAMI, FL, 33179, USA	633 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 417096	LEONID MARGULIS, IRINA MARGULIS
5060	3022060605060	PISO 1 APTO 101 EDO, MIRANDA CARACAS, VENEZUELA	635 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 391328	MOISES BENJAMIN, CARLA BELOZERCOVSKY
5070	3022060605070	637 NE 191 TER, MIAMI, FL, 33179, USA	637 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 388971	ASOK GANGULI, DURGABAI GANGULI
5080	3022060605080	2565 NE 206 LN, AVENTURA, FL, 33180, USA	639 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 39, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 410778	ALON ARAZI, HELOISA ARAZI

**EXHIBIT A**

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
4490	3022060604480	669 NE 191 ST, MIAMI, FL, 33178, USA	669 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 287990	JOSE RICARDO LASERNA, GLORIA MILENA CASTANO RAMIREZ
4500	3022060604500	687 NE 191 ST, MIAMI, FL, 33178, USA	667 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 366793	JAIME L RUBINSTEIN APOZDAVA, VICKY EKERMAN DE RUBENSTEIN
4510	3022060604510	2775 NE 187 ST UNIT 202, AVENTURA, FL, 33180, USA	665 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 316900	JULIO CESAR ANGELAIS NEYRA, LUZ MARIA QUEZADA REYNOSO
4520	3022060604520	16090 NW 2 AVE, MIAMI, FL, 33169, USA	663 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RESQUE INTERNATIONAL MINISTRY INC
4530	3022060604530	681 NE 191 ST, MIAMI, FL, 33179, USA	661 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 306700	FRATARCANGELO II, VERONICA FRATARCANGELO
4540	3022060604540	659 NE 191 ST, MIAMI, FL, 33178, USA	659 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 35 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 314393	PIERRE VERTUS B BRUNELUS PIERRE, NICOLETTE M AVRIL BRUNELUS
4550	3022060604550	18851 NE 28 AVE #104A, AVENTURA, FL, 33180, USA	657 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 36 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 390100	JAEH LLC
4560	3022060604560	7950 NW 63 ST #337, MIAMI, FL, 33166, USA	655 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 37 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 314800	RS26 LLC
4570	3022060604570	1830 RADIUS DR, HOLLYWOOD, FL, 33028, USA	653 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 38 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 329500	MUJAD MOHAMMED
4580	3022060604580	651 NE 191 ST, MIAMI, FL, 33178, USA	651 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 39 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 320100	RUBEN DRAZNER, SHARON DRAZNER
4590	3022060604590	649 NE 191 ST, MIAMI, FL, 33179, USA	649 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 40 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 333500	LEON ZILBERSZTAJEN
4600	3022060604600	647 NE 191 ST, NORTH MIAMI BEACH, FL, 33178, USA	647 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 41 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 306900	RAUL RINALDI, CELIA GENIOLA DE RINALDI
4610	3022060604610	20815 NE 16 AVE B17, MIAMI, FL, 33179, USA	645 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 42 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 3398100	645 AVENTURA ISLES LLC
4620	3022060604620	6333 CROOKED OAK LANE, FALLS CHURCH, VA, 22042, USA	643 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 43 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 313300	EDGAR ZURITA BORJA, MARIANNA CAMINO
4630	3022060604630	3613 SW 17 ST, MIAMI, FL, 33145, USA	641 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 44 BLK 37, LOT SIZE 4314 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 375992	INTERNATIONAL STONE GROUP LLC
4640	3022060604640	1470 NE 125 TER #303, NORTH MIAMI, FL, 33161, USA	706 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 38, LOT SIZE 4406 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 306716	SEBASTIAN MATIAS WIERZBA, SHEILA JOHANNA HARKATZ
4650	3022060604650	712 NE 191 TER, MIAMI, FL, 33178, USA	712 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 38, LOT SIZE 3411 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 288780	NORBERTO MOLINA JR, KENNETH DEAN KENNEDY
4660	3022060604660	718 NE 191 TER, MIAMI, FL, 33178, USA	718 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 38, LOT SIZE 3973 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 285220	MARTHA CECILIA BRIEVA
4670	3022060604670	724 NE 191 TER, MIAMI, FL, 33178, USA	724 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 38, LOT SIZE 5430 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 303670	NGOC T NGUYEN, LINH P NGUYEN
4680	3022060604680	KLEINRIEDEN 24, GREPPEN CH-8404, SWITZERLAND	730 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 38, LOT SIZE 5302 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 353414	HUGO SEMPREVIVO, DIANA SEMPREVIVO
4690	3022060604690	2851 NE 183 ST #711, AVENTURA, FL, 33180, USA	736 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 38, LOT SIZE 5471 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 300820	736 N E 191 ST LOT 06 BLK 38 LLC
4700	3022060604700	3530 MYSTIC POINTE DR 1612, AVENTURA, FL, 33180, USA	742 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 38, LOT SIZE 4920 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 309410	YEHOASHUA KADOSH, ANYI MARQUEZ
4710	3022060604710	1911 NW 150 AVE # 201, PEMBROKE PINES, FL, 33028, USA	748 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 38, LOT SIZE 3478 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 286250	VNP INVESTMENTS NO 2 LLC
4720	3022060604720	13501 SW 128 ST #202, MIAMI, FL, 33186, USA	754 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 38, LOT SIZE 3349 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 257690	AMELIA 938 CORP
4730	3022060604730	20130 NE 10 PL, MIAMI, FL, 33178, USA	760 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 38, LOT SIZE 3319 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 282240	AVISHO LLC
4740	3022060604740	13501 SW 128 ST STE 202, MIAMI, FL, 33186, USA	766 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 38, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 209740	AMELIA 1138 CORP
4750	3022060604750	20200 W DIXIE HWY 1205, AVENTURA, FL, 33180, USA	772 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 38, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 261990	33 RENAISSANCE LLC
4760	3022060604760	832 NANDINA DRIVE, WESTON, FL, 33327, USA	778 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 38, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 282240	DAVID CROITORU, CYNTHIA GHITS CROITORU
4770	3022060604770	1180A E HALLADALE BEACH BLVD, HALLADALE, FL, 33009, USA	784 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 38, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 256650	BLONA 1498 LLC
4780	3022060604780	790 NE 191 TER, MIAMI, FL, 33178, USA	790 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 38, LOT SIZE 3240 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 278310	MARIAN TUDOR, CRISTINA HERNANDEZ CASTRO

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
4190	3022060604190	75 VALENCIA AVE #703, CORAL GABLES, FL, 33134, USA	560 NE 191 TER, AVENTURA, FL33179-3914	PB 169-071 T-21831, LOT 84 BLK 36, LOT SIZE 6505 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 378792	ZAFIRO 84 LLC
4200	3022060604200	642 NE 191 TER, MIAMI, FL, 33179, USA	642 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 37, LOT SIZE 4314 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 355459	ABUD ESBER, SORYMAR SILVERA
4210	3022060604210	2827 CARRICKTON CIR, ORLANDO, FL, 32824, USA	644 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 296980	CARLOS E SILVERA CAGUARIANO
4220	3022060604220	461 TAMARIND DR, HALLANDALE, FL, 33009, USA	646 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 292463	SORLED LLC
4230	3022060604230	648 NE 191 TER, MIAMI, FL, 33179, USA	648 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 332123	OSCAR CANSINO
4240	3022060604240	546 PALM DR, HALLANDALE, FL, 33009, USA	650 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 292483	JENELI LLC
4250	3022060604250	19501 N BAY RD, SUNNY ISLES BEACH, FL, 33160, USA	652 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 337469	AVRAM SABAN
4260	3022060604260	1261 96 ST, BAY HARBOR ISLANDS, FL, 33154, USA	654 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 293925	654 NE 191ST TERRACE LLC
4270	3022060604270	RUA MORISOT 257, RESIDENCIAL TAMBORE 11, SANTANA DE PARNAIBA CEP 06544-719, BRAZIL	656 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 297842	JARDEL H PIZZOLATO BITTENCOURT
4280	3022060604280	82 SILVER SPRINT CT, EAST HANOVER, NJ, 07836, USA	658 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 274483	CRAIG BONFORTE
4290	3022060604290	660 NE 191 ST, MIAMI, FL, 33179, USA	660 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 305248	I TAHIR KOLAT, SEVAL KOLAT
4300	3022060604300	662 NE 191 TER, MIAMI, FL, 33179, USA	662 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 305442	ELDER LUJAN
4310	3022060604310	664 NE 191 TER, MIAMI, FL, 33179, USA	664 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 2959943	JUAN ZUNIGA
4320	3022060604320	666 NE 191 TER, MIAMI, FL, 33179, USA	666 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 305248	GREGORY SALAS LATHUIERIE
4330	3022060604330	670 NE 191 TER, MIAMI, FL, 33179, USA	670 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 338688	JUAN CARLOS SALCEDO, MONICA SALCEDO
4340	3022060604340	672 NE 191 TER, MIAMI, FL, 33179, USA	672 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 280930	MATTHEW CAVE, HELEN RUIZ
4350	3022060604350	2875 NE 191 ST PH2, AVENTURA, FL, 33180, USA	674 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 352390	LAURENT TARDIEU TRS, TARDIEU FAMILY REVOCABLE TRUST
4360	3022060604360	676 NE 191 TER, MIAMI, FL, 33179, USA	676 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 280528	JESSICA B HINESTROSA
4370	3022060604370	NO DATA	678 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 305888	NO DATA
4380	3022060604380	680 NE 191 TER, MIAMI, FL, 33179, USA	680 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 319058	MARILYN ABUD, HUGO FIGUEROA
4390	3022060604390	682 NE 191 TER, MIAMI, FL, 33179, USA	682 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 281253	DELROY ANTHONY RUSSELL, MARCELL SAMUELS RUSSELL
4400	3022060604400	7281 113 ST #6T, FOREST HILLS, NY, 11375, USA	684 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 307225	GLADYS BELTRAN
4410	3022060604410	13501 SW 128 ST #202, MIAMI, FL, 33186, USA	686 NE 191 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 281842	AMELIA 2237 CORP
4420	3022060604420	134 S DIXIE HIGHWAY STE 110, HALLANDALE, FL, 33009, USA	688 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 287937	OCF INVESTMENTS LLC
4430	3022060604430	681 NE 191 ST, MIAMI, FL, 33179, USA	681 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 302398	CHERA BEHAR
4440	3022060604440	679 NE 191 ST, MIAMI, FL, 33179, USA	679 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 302398	DAVE POLER, ESTHER POLER
4450	3022060604450	AVENIDA SANTO TORIBIO 185 APT 101, SAN ISIDIO LIMA, PERU	677 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 291442	TANIA SARYBELL GUSINSKY, CORDOVI DE ROFFE
4460	3022060604460	3350 SW 148 AVE #203, MIRAMAR, FL, 33027, USA	675 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 317688	SMJ TRUST LLC
4470	3022060604470	673 NE 191 ST, MIAMI, FL, 33179, USA	673 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 294320	ROSA BEATRIZ FUSCA
4480	3022060604480	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	671 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 37, LOT SIZE 3300 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 305423	SARJACK INC

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
3890	3022060603950	600 NE 191 ST, MIAMI, FL, 33179, USA	600 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 54 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 517571	YOSEF KRIMUS, RITA KRIMUS
3900	3022060603900	580 NE 191 ST, MIAMI, FL, 33179, USA	580 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 55 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 405900	ALAN KRIGSFELD, VALERIE FINCHLITUB
3910	3022060603910	576 NE 191 ST, MIAMI, FL, 33179-0000, USA	576 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 56 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 526000	SFS 24 LLC
3920	3022060603920	572 NE 191 ST, MIAMI, FL, 33179, USA	572 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 57 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 480000	ASHER OUAZANAN, ZEHAVA OUAZANAN
3930	3022060603930	568 NE 191 ST, MIAMI, FL, 33179, USA	568 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 58 BLK 36, LOT SIZE 5177 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 548685	AFFONSO CELIBERTI NETO, MARIA APARECIDA CELIBERTI
3940	3022060603940	7951 SW 6 STREET STE 210, PLANTATION, FL, 33324, USA	564 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 59 BLK 36, LOT SIZE 6199 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 509883	ABINO LLC
3950	3022060603950	560 NE 191 ST, MIAMI, FL, 33179, USA	560 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 60 BLK 36, LOT SIZE 6623 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 535736	RENATA DA SILVA
3960	3022060603960	558 NE 191 ST, MIAMI, FL, 33179, USA	558 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 61 BLK 36, LOT SIZE 7710 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 497910	MORDECHAI HORENSTEIN, MELISSA HORENSTEIN
3970	3022060603970	554 NE 191 ST, MIAMI, FL, 33179, USA	554 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 62 BLK 36, LOT SIZE 8606 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 458958	CINTIA THORMANN
3980	3022060603980	555 NW 191 ST, MIAMI, FL, 33179, USA	555 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 63 BLK 36, LOT SIZE 8606 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 483871	MARCUS H L F DE ANDRADE JTRS, MARCIA SALLES ANDRADE JTRS
3990	3022060604000	1395 BRICKELL AVE STE 650, MIAMI, FL, 33181, USA	559 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 64 BLK 36, LOT SIZE 8606 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 522333	VOICE DDC LLC
4000	3022060604000	561 NE 191 ST, MIAMI, FL, 33179, USA	561 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 65 BLK 36, LOT SIZE 5946 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 435080	TRIBECA T & T CORP
4010	3022060604010	565 NE 191 ST, MIAMI, FL, 33179, USA	565 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 66 BLK 36, LOT SIZE 5145 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 501712	ALI ZEGHAR, AMINA ZEGHAR
4020	3022060604020	569 NE 191 ST, MIAMI, FL, 33179, USA	569 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 67 BLK 36, LOT SIZE 5106 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 512650	JOSEPH PADILLA, EVELYN PADILLA
4030	3022060604030	128 N 5 ST #3, BROOKLYN, NY, 11249, USA	573 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 68 BLK 36, LOT SIZE 5125 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 431138	FRANCISCO GARCIA, LUZ STELLA GARCIA
4040	3022060604040	577 NE 191 ST, MIAMI, FL, 33179, USA	577 NE 191 ST, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 69 BLK 36, LOT SIZE 5125 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 443960	CARLOS F PAREJA, MARIA YULEE PAREJA
4050	3022060604050	601 NE 191 ST, MIAMI, FL, 33179, USA	601 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 70 BLK 36, LOT SIZE 5125 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 424578	ARTURO LAGUNES GALINDO, MARIA FERNANDA REY GARCIA
4060	3022060604060	605 NE 191 ST, MIAMI, FL, 33179, USA	605 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 71 BLK 36, LOT SIZE 5125 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 457209	ELIAS BENZAQUEN, SILVIA BENHAMU
4070	3022060604070	609 NE 191 STREET, MIAMI, FL, 33179, USA	609 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 72 BLK 36, LOT SIZE 4699 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 443369	MARCOS AMBROZIO RIBEIRO, FABIANE RIBEIRO
4080	3022060604080	20750 NE 32 PL, AVENTURA, FL, 33180, USA	613 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 73 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 368783	RONEN ELIMELECH, LIRON ELIMELECH
4090	3022060604090	617 NE 191 ST, MIAMI, FL, 33179, USA	617 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 74 BLK 36, LOT SIZE 6102 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 487287	ALEJANDRO M POTLACH, CAROLINA BUGSPUN
4100	3022060604100	301 W HALLANDALE BEACH BLVD, HALLANDALE, FL, 33009, USA	630 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 75 BLK 36, LOT SIZE 5964 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 380000	AI 75 36 CORP, C/O ROZENCWIG AND NADEL LLP
4110	3022060604110	624 NE 191 TER, MIAMI, FL, 33179, USA	624 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 76 BLK 36, LOT SIZE 3650 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 311923	EDISON R RUALES
4120	3022060604120	618 NE 191 TER, MIAMI, FL, 33179, USA	618 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 77 BLK 36, LOT SIZE 3992 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 310707	MAURICIO SALAZAR, VANESSA TORRES
4130	3022060604130	612 NE 191 TER, MIAMI, FL, 33179, USA	612 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 78 BLK 36, LOT SIZE 4798 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 363367	DANTE ROJAS
4140	3022060604140	20323 W COUNTRY CLUB DR, AVENTURA, FL, 33180, USA	606 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 79 BLK 36, LOT SIZE 4796 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 330038	BS 2014 LLC
4150	3022060604150	600 NE 191 TER, MIAMI, FL, 33179, USA	600 NE 191 TER, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 80 BLK 36, LOT SIZE 4796 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 388426	ASHLEY ZIFF
4160	3022060604160	4001 S OCEAN DR #3K, HOLLYWOOD, FL, 33019, USA	578 NE 191 TER, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 81 BLK 36, LOT SIZE 4796 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 361823	RICHARD TIAGI, OLESIA TIAGI
4170	3022060604170	572 NE 191 TER, MIAMI, FL, 33179, USA	572 NE 191 TER, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 82 BLK 36, LOT SIZE 4779 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 326562	Diego Jauregui, Melissa Jauregui
4180	3022060604180	566 NE 191 TER, MIAMI, FL, 33179, USA	566 NE 191 TER, AVENTURA, FL 33179-3914	PB 169-071 T-21831, LOT 83 BLK 36, LOT SIZE 4946 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 344265	VADIM NOVITSKI, NATALIA NOVITSKI, ALEXEY VARUL

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
3590	3022060603590	730 NE 191 ST, MIAMI, FL, 33179-0000, USA	730 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 24 BLK 36, LOT SIZE 5100 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 404900	CALIL AHMED KADDOURAH
3600	3022060603600	724 NE 191 ST, MIAMI, FL, 33179, USA	724 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 25 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 397955	PARIMAL CHANDRA MAJUMDAR, PROTIMA MAJUMDAR
3610	3022060603610	718 NE 191 ST, MIAMI, FL, 33179, USA	718 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 26 BLK 36, LOT SIZE 4679 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 430398	FABIO ALCANTARA, TATIANA PAULA ALCANTARA
3620	3022060603620	3801 NE 207 ST #33, AVENTURA, FL, 33180, USA	712 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 27 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 435968	DA INTERNATIONAL LLC
3630	3022060603630	706 NE 191 ST, MIAMI, FL, 33179, USA	706 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 28 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 437791	DORON FEIGELMAN, ORIT FEIGELMAN
3640	3022060603640	700 NE 191 ST, MIAMI, FL, 33179, USA	700 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 29 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 493162	DANA E KRITZLER FLASZ
3650	3022060603650	2900 GLADES CIR #950, WESTON, FL, 33327, USA	698 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 30 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 433514	AMERICO VALLES MATOS, ADRIANA VELASQUEZ
3660	3022060603660	2199 PONCE DE LEON BLVD #301, CORAL GABLES, FL, 33134, USA	692 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 31 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 494986	SANTIMAX LLC
3670	3022060603670	686 NE 191 ST, MIAMI, FL, 33179, USA	688 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 32 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 448784	ISORYS DILONE
3680	3022060603680	3330 NE 190 ST #1414, AVENTURA, FL, 33180, USA	684 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 33 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 390700	TURQUOISE MADEIRA LLC
3690	3022060603690	2875 NE 191 ST #801, AVENTURA, FL, 33180, USA	680 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 34 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 415035	SAVADANI LLC
3700	3022060603700	676 NE 191 ST, MIAMI, FL, 33179, USA	676 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 35 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 434168	LUJZ RAFAEL FERNANDES, CRISTIANE VICENTI FERNANDES
3710	3022060603710	672 NE 191 ST, MIAMI, FL, 33179, USA	672 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 36 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 429483	YAIR ROSEMBERG, MARIANA BIGIO
3720	3022060603720	668 NE 191 ST, MIAMI, FL, 33179, USA	668 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 37 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 414144	GLIMCALDO G EVANGELISTA, JEYSELL D MENDOZA
3730	3022060603730	864 NE 191 ST, MIAMI, FL, 33173, USA	664 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 38 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 435762	FERREIRA CUNHA, EMPREENDIMENTOS LLC
3740	3022060603740	17720 N BAY RD APT 1301, NORTH MIAMI BEACH, FL, 33180, USA	660 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 39 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 454413	SANDRO MASTELLA TRS, SANDRO MASTELLA REVOCABLE TRUST
3750	3022060603750	41 NW 167 ST, NORTH MIAMI BEACH, FL, 33169, USA	656 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 40 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 424140	PING ZHOU JTRS, XINNING LIU JTRS
3760	3022060603760	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	652 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 41 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 404558	ALSICKY LLC
3770	3022060603770	20900 NE 30 AVE #853, AVENTURA, FL, 33180, USA	648 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 42 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 469935	VLADIMIR AGAPITOV, C/O MIAMI RESIDENCE REALTY, NATALIA AGAPITOV
3780	3022060603780	3801 NE 207 ST, AVENTURA, FL, 33180, USA	644 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 43 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 428364	MMGS CAPITAL LTD
3790	3022060603790	640 NE 191 ST, MIAMI, FL, 33179, USA	640 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 44 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 484806	SPIREST SERVICES LTD
3800	3022060603800	18851 NE 29 AVE #104A, AVENTURA, FL, 33180, USA	636 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 45 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 502753	JAM 18 LLC
3810	3022060603810	15901 COLLINS AVE #704, SUNNY ISLES BEACH, FL, 33180, USA	632 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 46 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 421150	JACQUES DARWICH
3820	3022060603820	628 NE 191 ST, MIAMI, FL, 33179, USA	628 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 47 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 529887	GASTON BENZAQUEN, DEBORAH SIRA WAHNIH
3830	3022060603830	624 NE 191 ST, MIAMI, FL, 33179, USA	624 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 48 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 471967	DAVID ZONANA, ELYIRA HAMUI
3840	3022060603840	2875 NE 191 ST #PH2, AVENTURA, FL, 33180, USA	620 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 49 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 488181	DOMINIQUE TIENVROT TRS, TIENVROT FAMILY REV TRUST
3850	3022060603850	4521 THOMAS ST, HOLLYWOOD, FL, 33021, USA	616 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 50 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 358198	RAUL ANTONIO AMARAL GONZALEZ, MARIA EUGENIA MORA AMAYA
3860	3022060603860	RUA LINO COUNTINHO 75 T-3 AP 11, SAO PAULO 04207-000, BRAZIL	612 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 51 BLK 36, LOT SIZE 4820 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 516628	PAULO EDUARDO BOCHIO, CARLA BOCHIO
3870	3022060603870	608 NE 191 ST, MIAMI, FL, 33178, USA	608 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 52 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 400911	EDUARDO C PENA, ISABEL C BASTOS LOPES
3880	3022060603880	19101 MYSTIC POINT DR TOWER 200, LP07, AVENTURA, FL, 33180, USA	604 NE 191 ST, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 53 BLK 36, LOT SIZE 4890 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 464952	KEN ASSOR, MARIA ALEJANDRA GONZALEZ

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
3300	3022060603300	19100 NE 8 CT, MIAMI, FL, 33179, USA	19100 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 35, LOT SIZE 7915 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 375822	WINDOLF YOUNES
3310	3022060603310	19104 NE 8 COURT, MIAMI, FL, 33179, USA	19104 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 35, LOT SIZE 5540 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 355625	JOHN L MARRO, MEAGHAN K MARRO
3320	3022060603320	19108 NE 8 CT, MIAMI, FL, 33179, USA	19108 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 35, LOT SIZE 6353 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 437485	AVENTURA ISLES 335 LLC
3330	3022060603330	19112 NE 8 COURT, MIAMI, FL, 33179, USA	19112 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 35, LOT SIZE 6077 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 428145	JUAN M MELO, NANCY E TORRES
3340	3022060603340	20533 BISCAYNE BLVD #4 928, AVENTURA, FL, 33180, USA	19116 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 35, LOT SIZE 5530 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 413476	YAIR SAGUEY, IDIT SAGUEY
3350	3022060603350	19120 NE 8 CT, MIAMI, FL, 33179, USA	19120 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 35, LOT SIZE 4876 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 387745	CARLOS SOMMERFLECK JTRS, MIRTA NOTES SOMMERFLECK JTRS, PAULA SOMMERFLECK HUENEFELD JTRS
3360	3022060603360	822 NE 191 ST, MIAMI, FL, 33179, USA	822 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 36, LOT SIZE 4112 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 407805	JAVIER LEVY, TAMA ROZOVSKI
3370	3022060603370	820 NE 191 ST, MIAMI, FL, 33179, USA	820 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 473000	ALBERT JRADE, ANITA JRADE
3380	3022060603380	818 NE 191 ST, MIAMI, FL, 33179, USA	818 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 418439	FLAVIO ALEXANDRE COSTA CANCADO
3390	3022060603390	816 NE 191 ST, MIAMI, FL, 33179, USA	816 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 397483	DAVID BLASS CRESLER, JANNINE ANIDIAR GONZALEZ
3400	3022060603400	814 NE 191 ST, MIAMI, FL, 33179, USA	814 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 355933	JAIRO NAVARRETE
3410	3022060603410	812 NE 191 ST, MIAMI, FL, 33179, USA	812 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 387398	KENNETH C STAPLETON, MARTHA C STAPLETON
3420	3022060603420	810 NE 191 ST, MIAMI, FL, 33179, USA	810 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 383893	DANIEL CAMHI, DAVID CAMHI
3430	3022060603430	808 NE 191 ST, MIAMI, FL, 33179, USA	808 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 398312	CARLOS AGUSTO ANDRADE AGUADO
3440	3022060603440	806 NE 191 ST, MIAMI, FL, 33179, USA	806 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 425860	DAVID M ENSCOE, DEBBIE ENSCOE
3450	3022060603450	5559 MERRIMAC DR, SARASOTA, FL, 34231-4116	804 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 404905	FRANCISCO SUEDSON MAGALHAES, MAILA J BUZZOLLO
3460	3022060603460	802 NE 191 ST, MIAMI, FL, 33179, USA	802 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 450000	IGOR LIVSHITS, ILANA LIVSHITS
3470	3022060603470	800 NE 191 ST, MIAMI, FL, 33179, USA	800 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 465725	JOAN ADOLFO ALVAREZ GRULLON
3480	3022060603480	796 NE 191 ST, MIAMI, FL, 33179, USA	796 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 456700	ANTHONY SCHREIBER, MAGALY SCHREIBER
3490	3022060603490	8301 NW 197 STREET, MIAMI, FL, 33015, USA	780 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 334480	TRADE DEVELOPMENTS LLC
3500	3022060603500	784 NE 191 ST, MIAMI, FL, 33179, USA	784 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 383000	MAAN A BAZZI
3510	3022060603510	11120 NW 71 ST, MIAMI, FL, 33178, USA	778 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 36, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 345535	RADIAN INVESTMENTS LLC
3520	3022060603520	772 NE 191 STREET, MIAMI, FL, 33178, USA	772 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 398100	RAUL TRUJILLO
3530	3022060603530	766 NE 191 ST, MIAMI, FL, 33179, USA	766 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 398100	MMGS CAPITAL LTD
3540	3022060603540	20281 E COUNTRY CLUB DR # 1503, AVENTURA, FL, 33180, USA	760 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 478995	AVENTURA ISLES 760 LLC
3550	3022060603550	PO BOX 20533 BISCAYNE BLVD, #4-704, AVENTURA, FL, 33180, USA	754 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 430098	MAMILLA INVESTMENTS LLC
3560	3022060603560	15501 SW 128 ST #202, MIAMI, FL, 33186, USA	748 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 36, LOT SIZE 4972 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 493111	VNI HERMANOS LLC
3570	3022060603570	742 NE 191 STREET, MIAMI, FL, 33179, USA	742 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 36, LOT SIZE 4747 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 419824	NICOLAS SAMELNIK, SIKIU MENDEZ SAMELNIK
3580	3022060603580	3801 NE 207 ST #33, AVENTURA, FL, 33180, USA	736 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 36, LOT SIZE 5087 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 410700	AEL INTERNATIONAL LLC

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
3000	3022060603000	942 NE 191 ST, MIAMI, FL, 33178, USA	942 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 59 BLK 34, LOT SIZE 5273 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 488000	MEYER WOLSTEIN, RACHEL MELAMED DE BERGER
3010	3022060603010	15901 COLLINS AVE APT 704, SUNNY ISLES BEACH, FL, 33180, USA	936 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 60 BLK 34, LOT SIZE 9860 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 322980	SION MATTOU, ESTHER MIZRAHI
3020	3022060603020	2875 NE 191 ST STE 801, MIAMI, FL, 33180, USA	930 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 61 BLK 34, LOT SIZE 4008 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 320380	IVORY COMMERCE LLC
3030	3022060603030	21 MADEIRA AVE # 18, CORAL GABLES, FL, 33134, USA	924 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 62 BLK 34, LOT SIZE 4382 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 386789	ADRIANA RIVAS, ALBERTO BENHAYON
3040	3022060603040	19262 NE 6 AVE, MIAMI, FL, 33180, USA	918 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 63 BLK 34, LOT SIZE 4382 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 373055	CHAQUETO LLC
3050	3022060603050	2929 KINGS RD #5108, DALLAS, TX, 75219, USA	912 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 64 BLK 34, LOT SIZE 4382 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 379555	ISABEL M GUZMAN
3060	3022060603060	906 NE 191 ST, MIAMI, FL, 33178, USA	908 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 65 BLK 34, LOT SIZE 5792 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 352315	RODRIGO SANTAMARIA
3070	3022060603070	10786 PINES BLVD #204, PEMBROKE PINES, FL, 33026, USA	900 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 66 BLK 34, LOT SIZE 4735 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 338090	LFN PROPERTIES LLC
3080	3022060603080	894 NE 191 ST, MIAMI, FL, 33178, USA	894 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 67 BLK 34, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 333437	JULIO CESAR ANGELATS NEYRA, LUZ MARIA QUEZADA DE ANGELATS
3090	3022060603090	886 NE 191 ST, MIAMI, FL, 33178-0000, USA	886 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 68 BLK 34, LOT SIZE 3850 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 360300	DAN V BENITAH
3100	3022060603100	20 RUE DU REGIMENT, BOISCHATEL QUEBEC GOA 1HO, CANADA	878 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 69 BLK 34, LOT SIZE 3880 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 376728	JACQUES PAQUET, JOSEEF DES CROISSELLES
3110	3022060603110	870 NE 191 ST, MIAMI, FL, 33178, USA	870 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 70 BLK 34, LOT SIZE 6676 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 337534	LELIO CALFAT RAVAGNANI, HAYDEE CHACHAMOVITS
3120	3022060603120	862 NE 191 ST, MIAMI, FL, 33179, USA	862 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 71 BLK 34, LOT SIZE 5027 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 355888	HECTOR ACEVEDO, LETICIA CANOSSA
3130	3022060603130	854 NE 191 ST, MIAMI, FL, 33178, USA	854 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 72 BLK 34, LOT SIZE 5647 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 348861	ROLAND MCBARNETTE, ROXANNE MCBARNETTE
3140	3022060603140	846 NE 191 ST, MIAMI, FL, 33178, USA	846 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 73 BLK 34, LOT SIZE 6676 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 444215	LAZARO STERN CHERNOVETZKY, MONICA DURST
3150	3022060603150	2000 ISLAND BLVD #503, AVENTURA, FL, 33160, USA	838 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 74 BLK 34, LOT SIZE 6644 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 357075	ENRIQUE SULTAN COHEN, ANY AFLALO BENZAQUEN
3160	3022060603160	808 BRICKELL KEY DR # 1002, MIAMI, FL, 33131, USA	830 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 75 BLK 34, LOT SIZE 6954 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 435893	ARACELI VELAZCO
3170	3022060603170	800 NE 195 ST 615, MIAMI, FL, 33178, USA	19125 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 76 BLK 34, LOT SIZE 8532 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 444950	WILLIAM TORRES, RAFAEL SANCHEZ
3180	3022060603180	19123 NE 8 CT, MIAMI, FL, 33178, USA	19123 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 77 BLK 34, LOT SIZE 6282 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 417446	BERNARDO KAHN, SARAH MECKLER
3190	3022060603190	2875 NE 191 ST #801, AVENTURA, FL, 33180, USA	19121 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 78 BLK 34, LOT SIZE 4588 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 337990	KAD 2012 AVENTURA ISLES CORP
3200	3022060603200	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	19119 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 79 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 353170	WE GLOBAL INVESTMENTS LLC
3210	3022060603210	2875 NE 191 ST #801, AVENTURA, FL, 33180, USA	19117 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 80 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 322990	MIS 2012 AVENTURA ISLES CORP
3220	3022060603220	21480 HIGHLAND LAKES BLVD, MIAMI, FL, 33179, USA	19115 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 81 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 428870	DANNY ESPIEDRA, ISKRA CAPRILES
3230	3022060603230	2741 ACADIANA TRACE, MARRERO, LA, 70072, USA	19113 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 82 BLK 34, LOT SIZE 4406 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 362578	KATHY N NGUYEN
3240	3022060603240	1911 NE 8 CT, MIAMI, FL, 33178, USA	19111 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 83 BLK 34, LOT SIZE 4503 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 407210	SAMUEL CHOCRON, ELISA PINTO DE CHOCRON
3250	3022060603250	19109 NE 8 CT, MIAMI, FL, 33178, USA	19109 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 84 BLK 34, LOT SIZE 4752 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 366438	MARIO GALDEANO SEROA DA MOTTA, KATIA CILENE SOARES DA SILVA
3260	3022060603260	19107 NE 8 CT, MIAMI, FL, 33178, USA	19107 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 85 BLK 34, LOT SIZE 5160 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 470706	MARIO G FREIRE DA SILVA CALDAS, MARINA DA COSTA PINTO
3270	3022060603270	22202 N 48TH ST, PHOENIX, AZ, 85054-8171	19105 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 86 BLK 34, LOT SIZE 5692 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 422823	ALEJANDRO PINEDO, YASLYM HERNANDEZ
3280	3022060603280	19103 NE 8 CT, MIAMI, FL, 33178, USA	19103 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 87 BLK 34, LOT SIZE 5714 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 384754	MOISES SALTIEL, STACY SALTIEL
3290	3022060603290	19101 NE 8 CT, MIAMI, FL, 33178, USA	19101 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 88 BLK 34, LOT SIZE 7444 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 414463	Diego H MACEDO

**EXHIBIT A**

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
2700	3022060602700	19263 NE 8 CT, MIAMI, FL, 33178, USA	19263 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 34, LOT SIZE 4049 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JAIMÉ M FERREIRA AULAR, MARIA C TORO DELA TORRE
2710	3022060602710	19800 NE 28 AVE UNIT 604, AVENTURA, FL, 33180, USA	19285 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 30 BLK 34, LOT SIZE 4156 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 399000	LILIAN GLUCK, ARIE KAUFMANN
2720	3022060602720	19277 NE 8 CT, MIAMI, FL, 33179, USA	19277 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 31 BLK 34, LOT SIZE 4277 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DANIEL SASHA SUSTERMAN, ESTHER BENMELEH
2730	3022060602730	19269 NE 8 CT, MIAMI, FL, 33179, USA	19269 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 32 BLK 34, LOT SIZE 4705 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RICARDO O GRINBERG, MONICA E BRENNER
2740	3022060602740	19950 W COUNTRY CLUB DR # 603, AVENTURA, FL, 33180, USA	19261 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 33 BLK 34, LOT SIZE 8134 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA LERNER LLC
2750	3022060602750	19253 NE 8 CT, MIAMI, FL, 33179, USA	19253 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 34 BLK 34, LOT SIZE 8122 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ROSA MARIA KHALIL BITTAR
2760	3022060602760	19245 NE 8 CT, MIAMI, FL, 33179, USA	19245 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 35 BLK 34, LOT SIZE 7871 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FABIO STORTI
2770	3022060602770	2730 SW 154 CT, MIAMI, FL, 33185, USA	19253 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 36 BLK 34, LOT SIZE 5358 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 334632	STEFANO CHINDEMI JTRS, LUIS CHINDEMI JTRS
2780	3022060602780	2730 SW 154 CT, MIAMI, FL, 33185, USA	823 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 37 BLK 34, LOT SIZE 4463 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 321718	STEFANO CHINDEMI JTRS, LEONARDO CHINDEMI JTRS
2790	3022060602790	825 NE 191 ST, MIAMI, FL, 33179, USA	825 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 38 BLK 34, LOT SIZE 4608 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 347145	YONATHAN LEVY, LIAT LEVY
2800	3022060602800	827 NE 191 ST, MIAMI, FL, 33179, USA	827 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 39 BLK 34, LOT SIZE 4859 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 390449	MOSES SCHWARTZ JTRS, JACK SCHWARTZ JTRS
2810	3022060602810	NO DATA	NO DATA	PB 169-071 T-21831, LOT 40 BLK 34, LOT SIZE 4542 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 350204	NO DATA
2820	3022060602820	831 NE 191 ST, MIAMI, FL, 33179, USA	831 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 41 BLK 34, LOT SIZE 4279 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 350503	DAVID ELEFF, ROGHEL ELEFF, ERIC S ELEFF
2830	3022060602830	833 NE 191 ST, MIAMI, FL, 33179, USA	833 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 42 BLK 34, LOT SIZE 4016 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 343408	MICKAEL A SALABI, PAMELA COPE SALABI
2840	3022060602840	835 NE 191 STREET, MIAMI, FL, 33178, USA	835 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 43 BLK 34, LOT SIZE 5240 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 368544	LIRAN KOREN
2850	3022060602850	837 NE 191 ST, MIAMI, FL, 33178, USA	837 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 44 BLK 34, LOT SIZE 4413 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 316958	ILAN ELIYAHU
2860	3022060602860	845 NE 191 ST, MIAMI, FL, 33179, USA	845 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 45 BLK 34, LOT SIZE 5863 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 331223	CALMA LLC
2870	3022060602870	400 PARADELLE DR, RICHMOND HILL ONTARIO L4E 4R8, CANADA	853 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 46 BLK 34, LOT SIZE 5560 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 378137	ROCCO GUERRIERO, PINA GUERRIERO
2880	3022060602880	861 NE 191 ST, MIAMI, FL, 33179, USA	861 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 47 BLK 34, LOT SIZE 4200 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 390275	RODRIGO PIROZZI ESTEVES, MICHELLE MESQUITA VIT
2890	3022060602890	20301 W COUNTRY CLUB DRIVE #1523, AVENTURA, FL, 33180, USA	869 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 48 BLK 34, LOT SIZE 4200 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 294250	CRISTIAN ARGHINOIU
2900	3022060602900	877 NE 191 ST, MIAMI, FL, 33179, USA	877 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 49 BLK 34, LOT SIZE 6108 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 301779	CONSTANTIN POENARIU, DANIELA POENARIU
2910	3022060602910	4045 SHERIDAN AVE #255, MIAMI BEACH, FL, 33140, USA	885 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 50 BLK 34, LOT SIZE 5957 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 370913	BRONZEWOOD LTD BC#1819200
2920	3022060602920	901 NE 191 ST, MIAMI, FL, 33179, USA	901 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 51 BLK 34, LOT SIZE 7477 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 310764	VINCENT WONGVALLE, ISABEL C GONZALEZ WONGVALLE
2930	3022060602930	870 HIGH GREEN CT, MARIETTA, GA, 30068, USA	909 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 52 BLK 34, LOT SIZE 6936 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 316705	PETER B WAGNER
2940	3022060602940	917 NE 191 ST, MIAMI, FL, 33179, USA	917 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 53 BLK 34, LOT SIZE 5611 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 397745	GUILLERMO C PECYNER, TERESA SCHNAIDER DE PECYNER
2950	3022060602950	60 SW 73 ST 1406, MIAMI, FL, 33130, USA	923 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 54 BLK 34, LOT SIZE 4478 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 316705	LUNAS PROPERTIES LLC
2960	3022060602960	933 NE 191 ST, MIAMI, FL, 33179, USA	933 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 55 BLK 34, LOT SIZE 10161 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 344495	AECACUS D SPURLOCK, RANDALL D BROTHERS
2970	3022060602970	941 NE 191 ST, MIAMI, FL, 33179, USA	941 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 56 BLK 34, LOT SIZE 8865 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 343480	MARTA HOEFLE, DANIEL NAIM, ANDREA D OPITZ
2980	3022060602980	954 NE 191 ST, MIAMI, FL, 33179, USA	954 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 57 BLK 34, LOT SIZE 9650 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 386956	GABRIEL CADAVID, VIVIANA CADAVID
2990	3022060602990	20801 BISCAYNE BLVD #306, AVENTURA, FL, 33180, USA	948 NE 191 ST, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 58 BLK 34, LOT SIZE 10729 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 406583	KATA INVESTMENTS LLC SERIES E

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
2400	3022060602400	19253 NE 9 PL, MIAMI, FL, 33179, USA	19253 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 33, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LAUREN JESSEN
2410	3022060602410	19245 NE 9 PL, MIAMI, FL, 33179, USA	19245 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 33, LOT SIZE 4362 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JUAN GIL
2420	3022060602420	19220 NE 9 PL, MIAMI, FL, 33178, USA	19220 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 34, LOT SIZE 7442 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MERCEDES BENAÏLOUN
2430	3022060602430	19228 NE 9 PL, MIAMI, FL, 33178, USA	19228 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 34, LOT SIZE 5644 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DANIEL SCHAFFER
2440	3022060602440	19236 NE 9 PL, NORTH MIAMI BEACH, FL, 33179, USA	19236 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 34, LOT SIZE 4936 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YESENIA ORTEZ QUIROZ
2450	3022060602450	PO BOX 260158, MIAMI, FL, 33126, USA	19244 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 34, LOT SIZE 4577 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MAR AVENTURA ISLES 434 INC
2460	3022060602460	20925 NE 32 AVENUE, AVENTURA, FL, 33180, USA	19252 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 34, LOT SIZE 4418 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 534 LLC
2470	3022060602470	20533 BISCAYNE BLVD # 4120, AVENTURA, FL, 33180, USA	19260 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 362575	ERNESTO A BIANCHI, BRENDA N ALBORNOZ
2480	3022060602480	19268 NE 9 PL, MIAMI, FL, 33178, USA	19268 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	VLADIMIR B AGRES, LANA AGRES
2490	3022060602490	19276 NE 8TH PL, MIAMI, FL, 33178, USA	19276 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PAUL LASSEUR, CRYSTAL LASSEUR
2500	3022060602500	1750 NE 191ST ST APT 511, MIAMI, FL, 33179-4249	19284 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DMITRY KAPLUN
2510	3022060602510	19292 NE 9 PL, AVENTURA, FL, 33178, USA	19292 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PINCHAS MOSHEL, CLAUDINE MOSHEL
2520	3022060602520	19300 NE 9 PL, MIAMI, FL, 33179, USA	19300 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 467000	BORIS SHIR, ANGELICA SHIR
2530	3022060602530	8881 NW 10 STREET, PEMBROKE PINES, FL, 33024, USA	19308 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 34, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 410000	HECTOR AUGUSTO LOPEZ CASTANEDA, DINA MARGELA DIAZ ESTEVEZ
2540	3022060602540	PO BOX 260158, MIAMI, FL, 33126, USA	19316 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 34, LOT SIZE 4439 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALIMER AVENTURA ISLES 1334 INC
2550	3022060602550	2655 S LE JEUNE ROAD #PH-1C, CORAL GABLES, FL, 33431, USA	942 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 34, LOT SIZE 4197 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LITTLE LIGHT 26 LLC
2560	3022060602560	928 NE 193 TERRACE, MIAMI, FL, 33179, USA	928 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 34, LOT SIZE 3881 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CESAR LOMBARDI, VALERIA VISCONTI
2570	3022060602570	2875 NE 191 ST #801, AVENTURA, FL, 33160, USA	914 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 34, LOT SIZE 4062 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 450000	FORELSA LLC
2580	3022060602580	900 NE 193 TER, MIAMI, FL, 33179, USA	900 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 34, LOT SIZE 5631 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KEREN PALOMINO, FRED IRIZARRY JR
2590	3022060602590	20900 NE 30 AVE 8 FL, AVENTURA, FL, 33180, USA	878 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 34, LOT SIZE 4053 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JESUS NICOLAS GUTIERREZ PAREJO, C/O ENVIROTEK, NANCY TAPIAS VECINO
2600	3022060602600	864 NE 193 STREET, MIAMI, FL, 33179, USA	864 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 34, LOT SIZE 4048 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AARON SALM, ELIANA SALM
2610	3022060602610	850 NE 193 TER, MIAMI, FL, 33179, USA	850 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 34, LOT SIZE 5706 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MICHELLE J MARTINEZ JTRS, MYRTA L MARTINEZ MONTALBAN JTRS
2620	3022060602620	7455 NW 112 PATH, DORAL, FL, 33178, USA	19328 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 34, LOT SIZE 5196 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	FRANCISCO VISCONTI
2630	3022060602630	1180 A E HALLANDALE BEACH BLVD, HALLANDALE, FL, 33009, USA	19325 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 34, LOT SIZE 3912 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BEUER PROPERTIES LLC
2640	3022060602640	13501 SW 28 ST # 202, MIAMI, FL, 33186, USA	19321 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 34, LOT SIZE 3912 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	HOUSE 2334 LLC
2650	3022060602650	4421 SHERIDAN STREET, MIAMI BEACH, FL, 33140, USA	19317 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 34, LOT SIZE 3912 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA 1000 LLC
2660	3022060602660	165 SW 7 STREET #4103, MIAMI, FL, 33130, USA	19313 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 34, LOT SIZE 3912 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 19313 LLC
2670	3022060602670	19309 NE 8 CT, MIAMI, FL, 33178, USA	19309 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 34, LOT SIZE 3912 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BRIAN WHITTAKER, ELLA WHITTAKER
2680	3022060602680	PO BOX 800913, AVENTURA, FL, 33280, USA	19305 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 34, LOT SIZE 3656 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	CASSIA PERALTA
2690	3022060602690	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	19301 NE 8 CT, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 34, LOT SIZE 4013 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BENINVEST ISLES LLC

**EXHIBIT A**

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
2100	3022060602100	2519 GALIANO STREET #703, CORAL GABLES, FL, 33134, USA	835 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 34 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	EMERALD 34 LLC
2110	3022060602110	CCS13171, PO BOX 025323, MIAMI, FL, 33102, USA	843 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 35 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MICHEL CORIAT, CAROLINA WAHNON
2120	3022060602120	1150 KANE CONCOURSE 2 FL, BAY HARBOR ISLAND, FL, 33154, USA	851 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 36 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ELIAS BENTOLILLA, C/O ISSAC BENMERGUI P A, JOYCE BENTOLILLA
2130	3022060602130	859 NE 193 TER, MIAMI, FL, 33178, USA	859 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 37 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SAMUEL MORHAIM, ELIANNE MORHAIM
2140	3022060602140	867 NE 193 TER, MIAMI, FL, 33178, USA	867 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 38 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YEYGENY SHUMILIN
2150	3022060602150	21050 NE 38 AVE # 802, AVENTURA, FL, 33180, USA	875 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 39 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MVI INTERNATIONAL LLC
2160	3022060602160	2875 NE 191 ST #404, AVENTURA, FL, 33180, USA	883 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 40 BLK 31, LOT SIZE 4489 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISLES 883 LLC
2170	3022060602170	891 NE 193 TER, MIAMI, FL, 33179, USA	891 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 41 BLK 31, LOT SIZE 4489 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TRANG THI XUAN TRAN, CHUONG TRAN NGUYEN
2180	3022060602180	701 NE 193 TER, MIAMI, FL, 33179, USA	909 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 42 BLK 31, LOT SIZE 4495 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	KURSON LLC
2190	3022060602190	104 MIDDLESEX RD, CHESTNUT HILL, MA, 02467, USA	917 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 43 BLK 31, LOT SIZE 5500 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALLAN TOLEDANO, ROSELYN GARBER
2200	3022060602200	925 NE 193 TER, MIAMI, FL, 33179, USA	925 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 44 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ROCOSA INVESTMENT LLC
2210	3022060602210	2875 NE 191 STREET #801, AVENTURA, FL, 33180, USA	933 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 45 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MALAIKA PROPERTIES LLC
2220	3022060602220	941 NE 193 TER, MIAMI, FL, 33179, USA	941 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 46 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALAN R HARKATZ
2230	3022060602230	949 NE 193 TER, MIAMI, FL, 33179, USA	949 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 47 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 949 LLC
2240	3022060602240	957 NE 193 TER, MIAMI, FL, 33179, USA	957 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 48 BLK 31, LOT SIZE 4731 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MARC FURMANSKI, NATALIE FURMANSKI
2250	3022060602250	957 NE 193 TER, MIAMI, FL, 33179, USA	965 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 49 BLK 31, LOT SIZE 5432 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	M AND N INVESTMENTS LLC
2260	3022060602260	973 NE 193 TER, MIAMI, FL, 33179, USA	973 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 50 BLK 31, LOT SIZE 5043 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LEGACY TRIPLE A HOUSE LLC
2270	3022060602270	981 NE 193 TER, MIAMI, FL, 33179, USA	981 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 51 BLK 31, LOT SIZE 6578 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ERIC L PAIGE JTRS, LOUIS J PAIGE JTRS, ANN PAIGE JTRS
2280	3022060602280	989 NE 193 TER, MIAMI, FL, 33179, USA	989 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 52 BLK 31, LOT SIZE 6663 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SADIA BENAMU
2290	3022060602290	990 NE 193 TERRACE, MIAMI, FL, 33179, USA	990 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 1 BLK 32, LOT SIZE 6455 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	EDWARD J COHEN, ROMINA BRYCE
2300	3022060602300	984 NE 193RD TER, MIAMI, FL, 33179-9888	984 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 2 BLK 32, LOT SIZE 6657 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 480000	VINICIUS VIDAL PIRES, RENATA GUERRA SILVA
2310	3022060602310	978 NE 193 TER, MIAMI, FL, 33179, USA	978 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 3 BLK 32, LOT SIZE 6471 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NATHALIE BELLITY, PEDRO E QUINTEROS
2320	3022060602320	972 NE 193 TER, MIAMI, FL, 33179, USA	972 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 4 BLK 32, LOT SIZE 5292 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	YULIUS H POPLYANSKY, MARJORIE POPLYANSKY
2330	3022060602330	966 NE 193 TER, MIAMI, FL, 33179, USA	966 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 5 BLK 32, LOT SIZE 4865 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AUDREY J COHEN, GABRIEL BRAKHA
2340	3022060602340	2855 S LEJEUNE RD PH 1 C, CORAL GABLES, FL, 33134, USA	960 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 6 BLK 32, LOT SIZE 6940 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MANUEL TALAVERA, MALKA ESPIEDRA
2360	3022060602360	PO BOX 260158, MIAMI, FL, 33128, USA	19285 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 33, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 18 LLC
2370	3022060602370	2750 NE 185 ST #202, AVENTURA, FL, 33180, USA	19285 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 33, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	TANYBEN ADVENTURE ISLES 293 INC
2380	3022060602380	19269 NE 9 PLACE, MIAMI, FL, 33179, USA	19269 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 33, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	WINGO 0808 CORP
2390	3022060602390	19261 NE 9 PL, MIAMI, FL, 33179, USA	19261 NE 9 PL, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 33, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JONATHAN S ORMAZA BENJAMIN SCHONFELD JTRS, MARITZA MELAMED JTRS, DAVID SCHONFELD JTRS

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digit)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
1800	3022060601800	618 NE 193 TER, MIAMI, FL, 33179, USA	619 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 4 BLK 31, LOT SIZE 4735 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LEON LEVY, GISELA LEVY
1810	3022060601810	625 NE 193 TER, MIAMI, FL, 33179, USA	625 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 5 BLK 31, LOT SIZE 4993 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MYRIAM FRAZIL
1820	3022060601820	631 NE 193 TERRACE, MIAMI, FL, 33179, USA	631 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 6 BLK 31, LOT SIZE 4993 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	BENZABEN CORP
1830	3022060601830	637 NE 193 TER, MIAMI, FL, 33179, USA	637 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 7 BLK 31, LOT SIZE 4994 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ALON ZOHAR DOSTOV, LIRAZ DOSTOV
1840	3022060601840	643 NE 193 TER, MIAMI, FL, 33179, USA	643 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 8 BLK 31, LOT SIZE 4994 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LUIS A PONTES, MARIA C PONTES
1850	3022060601850	649 NE 193 TER, MIAMI, FL, 33179, USA	649 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 9 BLK 31, LOT SIZE 5699 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DANIEL GUTT
1860	3022060601860	655 NE 193 TER, MIAMI, FL, 33179, USA	655 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 10 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JACKY MILGRON
1870	3022060601870	2100 NE 198 TERR, MIAMI, FL, 33178, USA	661 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 11 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	GREGORY GUTT
1880	3022060601880	2875 NE 191 ST #404, AVENTURA, FL, 33180, USA	667 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 12 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISLES 667 LLC, C/O SHIFFMAN LAW GROUP P A
1890	3022060601890	673 NE 193 TER, MIAMI, FL, 33179, USA	673 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 13 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	HALLIE V CHEN, PHILLIP A CHEN
1900	3022060601900	679 NE 193 TERRACE, MIAMI, FL, 33179, USA	679 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 14 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ANTHONY ARCHER, SHUNTEL ARCHER
1910	3022060601910	5220 NW 72 AVE BAY 24, MIAMI, FL, 33166, USA	685 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 15 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LOT 15 BLOCK 31 LLC
1920	3022060601920	20780 NE 30 PLACE, AVENTURA, FL, 33180, USA	691 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 16 BLK 31, LOT SIZE 4553 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SALOMON HADIDA, SIMY CHOCRON
1930	3022060601930	697 NE 193 TER, MIAMI, FL, 33179, USA	697 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 17 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	PETERSON LAMARQUE
1940	3022060601940	701 NE 193 TER, MIAMI, FL, 33179, USA	701 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 18 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JAIME KUREWOWSKY
1950	3022060601950	3530 MYSTIC POINT DR LPH 2, AVENTURA, FL, 33180, USA	709 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 19 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ROBERT E BENJAMIN JR
1960	3022060601960	CALLE 128 #7B40, BOGOTA DC 1094, COLOMBIA	717 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 20 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	LUIS GABRIEL MARTINEZ
1970	3022060601970	725 NE 193 TER, MIAMI, FL, 33179, USA	725 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 21 BLK 31, LOT SIZE 5559 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	SAMIR YUSUFOV, ILONA GORELASHVILI
1980	3022060601980	733 NE 193 TER, MIAMI, FL, 33179, USA	733 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 22 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JACK KAMHAZI, AYLEEN KAMHAZI
1990	3022060601990	2050 LAIRD BLVD, TMR QC H3P 2V4, CANADA	741 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 23 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	VICTOR ESPOSITO, MARIA PARISI ESPOSITO
2000	3022060602000	747 NE 193 TER, MIAMI, FL, 33179, USA	747 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 24 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	POINCYANE ASSIS- NASCIMENTO
2010	3022060602010	755 NE 193 TER, MIAMI, FL, 33179, USA	755 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 25 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	RONSOFT LLC
2020	3022060602020	763 NE 193 TER, MIAMI, FL, 33179, USA	763 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 26 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ESTEBAN E KOFFSMON, KRISTINA LAANISTE
2030	3022060602030	21205 YACHT CLUB DR #1909, AVENTURA, FL, 33180, USA	771 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 27 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISLES DIAMOND LLC
2040	3022060602040	779 NE 193 TER, MIAMI, FL, 33179, USA	779 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 28 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NDS AVENTURA ISLES LLC
2050	3022060602050	18693 COLLINS AVE 2208, MIAMI, FL, 33160, USA	787 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 29 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MIGUEL PINZON, MARIA PINZON
2060	3022060602060	2519 GALIANO ST #703, CORAL GABLES, FL, 33134, USA	803 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 30 BLK 31, LOT SIZE 4448 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DIAMOND 30 LLC
2070	3022060602070	811 NE 193 TER, MIAMI, FL, 33179, USA	811 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 31 BLK 31, LOT SIZE 4571 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JACK METTA
2080	3022060602080	18851 NE 29TH AVE, MIAMI, FL, 33180, USA	819 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 32 BLK 31, LOT SIZE 5578 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MOCAMBO 1 LLC
2090	3022060602090	827 NE 193 TER, MIAMI, FL, 33179, USA	827 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 33 BLK 31, LOT SIZE 4499 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ELI LEONARDO FEIGEL, BRENDA ROSEMBERG FEIGEL

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
1500	3022060601500	3301 NW 183 ST 2405, AVENTURA, FL, 33160, USA	377 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 28, LOT SIZE 1728 SQ FT, FAU 30 2206 000 0010, OR 29208-4122 0415 01, 300400	GLADYS ROSEMBERG, RAHEL BEN CNAAN
1510	3022060601510	355 NE 194 LANE, MIAMI, FL, 33179, USA	355 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 27, LOT SIZE 1713 SQ FT, FAU 30 2206 000 0010, OR 29295-3287 0814 01, 334627	LESLEY C SIMON
1520	3022060601520	11251 NW 20 ST #119, MIAMI, FL, 33172, USA	357 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 27, LOT SIZE 1710 SQ FT ML, FAU 30 2206 000 0010, OR 29280-3130 0814 01, 278152	DANI INVESTORS LLC
1530	3022060601530	CONTABILIDAD #18, HUIXQUILUCAN 52786, MEXICO	359 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 27, LOT SIZE 1713 SQ FT ML, FAU 30 2206 000 0010, OR 29288-0410 0814 01, 274483	CELIA ARTI HOP
1540	3022060601540	15811 COLLINS AVE #704, SUNNY ISLES BEACH, FL, 33160, USA	361 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 27, LOT SIZE 1716 SQ FT ML, FAU 30 2206 000 0010, OR 29269-1737 0714 01, 303765	HAI CAPITAL INVESTMENTS LLC
1550	3022060601550	363 NE 194 LN, MIAMI, FL, 33179, USA	363 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 27, LOT SIZE 1718 SQ FT ML, FAU 30 2206 000 0010, OR 29288-0375 0814 01, 274466	GABRIEL GAREIS
1560	3022060601560	PO BOX 481048, KEY BISCAYNE, FL, 33149, USA	365 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 27, LOT SIZE 1724 SQ FT, FAU 30 2206 000 0010, OR 29250-0783 0714 01, 288130	HIGH TOWER BUSINESS VENTURES LTD, GRG INTL
1570	3022060601570	345 NE 194 LN, MIAMI, FL, 33170, USA	345 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 28, LOT SIZE 1694 SQ FT, FAU 30 2206 000 0010, OR 29524-0062 0214 01, 314400	MARTA E JACOFSKY
1580	3022060601580	20314 NE 34 CT, AVENTURA, FL, 33180, USA	347 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 28, LOT SIZE 1667 SQ FT ML, FAU 30 2206 000 0010, OR 29530-2046 0215 01, 274000	MIAMI SUN LLC
1590	3022060601590	3530 MYSTIC POINTE DR APT LP 7, AVENTURA, FL, 33180, USA	349 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 28, LOT SIZE 1656 SQ FT, FAU 30 2206 000 0010, OR 29530-1740 0215 01, 288900	ALONA VENTURE LLC
1600	3022060601600	2250 NW 114 AVE #1C, MIAMI, FL, 33172, USA	351 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 28, LOT SIZE 1678 SQ FT, FAU 30 2206 000 0010, OR 29553-0740 0315 01, 317600	TONA PROPERTY INVESTMENT LLC
1610	3022060601610	2750 NE 185 STREET #202, AVENTURA, FL, 33180, USA	331 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 29, LOT SIZE 1663 SQ FT, FAU 30 2206 000 0010, OR 29144-2852 0414 01, 299005	MAAM INVERSIONES LLC
1620	3022060601620	16488 SW 56 TER, MIAMI, FL, 33193, USA	333 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 29, LOT SIZE 1706 SQ FT, FAU 30 2206 000 0010, OR 29144-2927 0414 01, 293750	FUJI PROPERTY GROUP LLC
1630	3022060601630	7919 NW 20 STREET, PEMBROKE PINES, FL, 33024, USA	335 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 29, LOT SIZE 1661 SQ FT, FAU 30 2206 000 0010, OR 29144-2922 0414 01, 254583	RYAN SINGH, SHAALINE KHABAY SINGH
1640	3022060601640	909 BRICKELL KEY BLVD #1703, MIAMI, FL, 33131, USA	337 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 29, LOT SIZE 1661 SQ FT, FAU 30 2206 000 0010, OR 29295-3282 0814 01, 330455	FOUNTAIN GREEN INTERNATIONAL LLC
1650	3022060601650	339 NE 194 LN, MIAMI, FL, 33178, USA	339 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 29, LOT SIZE 1661 SQ FT ML, FAU 30 2206 000 0010, OR 29288-0891 0814 01, 318997	ALVARO MAURICIO RAMIREZ BONILLA, TATIANA MEDVEDEVA
1660	3022060601660	341 NE 194 LN, MIAMI, FL, 33179, USA	341 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 29, LOT SIZE 1661 SQ FT ML, FAU 30 2206 000 0010, OR 29154-3784 0514 01, 277355	JOSE MANUEL BASUALDO, SIMONE SOUZA DOS SANTOS BASUALDO
1670	3022060601670	19230 NE 6 AVENUE, MIAMI, FL, 33179, USA	19230 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 1 BLK 30, LOT SIZE 4527 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVERY WILLIAM RAPAPORT, YNDIRA MELENDEZ
1680	3022060601680	19238 NE 6 AVE, MIAMI, FL, 33179, USA	19238 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 2 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	INVER AVENTURA ISLES 2/30 INC
1690	3022060601690	19246 NE 6 AVE, MIAMI, FL, 33178, USA	19246 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 3 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AVENTURA ISLES 330 CORP
1700	3022060601700	19254 NE 6 AVE, MIAMI, FL, 33178, USA	19254 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 4 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	DELMOR M BERRY, NAOMI M BERRY
1710	3022060601710	19262 NE 6 AVE, MIAMI, FL, 33179, USA	19262 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 5 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MATILDE ISKANDARANI JTRS, MARIANA A ISKANDARANI JTRS
1720	3022060601720	19270 NE 6 AVE, MIAMI, FL, 33179, USA	19270 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 6 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MOISES L HARATZ, DEBORA BOTBOL
1730	3022060601730	801 BRICKELL AVE #1610, MIAMI, FL, 33131, USA	19278 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 7 BLK 30, LOT SIZE 4995 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MM NICE LLC
1740	3022060601740	2875 NE 191 ST #404, AVENTURA, FL, 33180, USA	19286 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 8 BLK 30, LOT SIZE 4557 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	ISLES 19286 LLC
1750	3022060601750	19300 NE 6 AVE, MIAMI, FL, 33179, USA	19300 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 9 BLK 30, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MAURICIO SIHER ALBO, BEATRICE WEITZMANN DE SIHER
1760	3022060601760	301 W HALLANDALE BEACH BLVD, HALLANDALE BEACH, FL, 33009, USA	19308 NE 6 AVE, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 10 BLK 30, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	AI 10 30 CORP
1770	3022060601770	601 NE 193 TER, MIAMI, FL, 33178, USA	601 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 11 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	JUAN L GONZALEZ, GLORIBEL GONZALEZ
1780	3022060601780	607 NE 193 TER, MIAMI, FL, 33179, USA	607 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 12 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	MARIO GUADARRAMA BRITO, INNA ORLOVA
1790	3022060601790	613 NE 193 TER, MIAMI, FL, 33178, USA	613 NE 193 TER, AVENTURA, FL33179-0000	PB 169-071 T-2, LOT 13 BLK 31, LOT SIZE 4400 SQ FT ML, FAU 30 2206 000 0010 & 30 2206, 043 0030, 0	NISSIM DARWICH ANTABI, DANIELA PRIZANT LARISCH

**EXHIBIT A**

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
1200	3022060601200	346 NE 194 LN, MIAMI, FL, 33179, USA	346 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 6 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29373-0325 0814 11, 270837	GIOVANA BASAGOITIA
1210	3022060601210	1835 NE MIAMI GARDENS DR #242, NORTH MIAMI BEACH, FL, 33179, USA	354 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 21, LOT SIZE 1671 SQ FT, FAU 30 2206 000 0010, OR 29443-4823 1214 01, 296038	MAZAL 121 CORPORATION
1220	3022060601220	175 SW 7 ST 1511 1512, MIAMI, FL, 33130, USA	356 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 21, LOT SIZE 1681 SQ FT, FAU 30 2206 000 0010, OR 29950-0627 0116 11, 263570	366 NE HOLDINGS LLC
1230	3022060601230	356 NE 194 LN, MIAMI, FL, 33179, USA	358 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 21, LOT SIZE 1681 SQ FT, FAU 30 2206 000 0010, OR 29434-3147 1214 01, 262959	MARLON MELENDEZ, YOSELIN PAEZ
1240	3022060601240	175 SW 7 ST 1511 1512, MIAMI, FL, 33130, USA	360 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 4 BLK 21, LOT SIZE 1681 SQ FT, FAU 30 2206 000 0010, OR 29950-0299 0116 11, 263570	360 NE INVESTMENT LLC
1250	3022060601250	20185 E COUNTRY CLUB DR #TS10, AVENTURA, FL, 33180, USA	362 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 5 BLK 21, LOT SIZE 1681 SQ FT, FAU 30 2206 000 0010, OR 29461-2075 1214 01, 262275	MANUEL E LORENZO, MARIA L LORENZO
1260	3022060601260	2250 NW 114 AVE #1C, MIAMI, FL, 33172, USA	364 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 6 BLK 21, LOT SIZE 1679 SQ FT, FAU 30 2206 000 0010, OR 29476-2724 1214 01, 295600	TONA PROPERTY INVESTMENT LLC
1270	3022060601270	372 NE 194 LN, MIAMI, FL, 33179, USA	372 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 22, LOT SIZE 1695 SQ FT, FAU 30 2206 000 0010, OR 29562-4869 0315 01, 302900	JOSE NASH FRIEDMAN
1280	3022060601280	374 NE 194 LN, MIAMI, FL, 33178, USA	374 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 22, LOT SIZE 1734 SQ FT, FAU 30 2206 000 0010, OR 29539-4507 0315 01, 288200	DANIEL BENAYON, DEBORA SZERMAN
1290	3022060601290	651 NE 191 TER, MIAMI, FL, 33179, USA	376 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 22, LOT SIZE 1755 SQ FT, FAU 30 2206 000 0010, OR 29548-0855 0315 01, 282500	BERBEM LLC
1300	3022060601300	378 NE 194 LN, MIAMI, FL, 33179, USA	378 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 4 BLK 22, LOT SIZE 1756 SQ FT ML, FAU 30 2206 000 0010, OR 29553-0709 0315 01, 279900	RYAN ISAAC SUDARSKY, KARINA HEEGAARD
1310	3022060601310	380 NE 194 LN, MIAMI, FL, 33179, USA	380 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 5 BLK 22, LOT SIZE 1740 SQ FT ML, FAU 30 2206 000 0010, OR 29548-0932 0315 01, 270200	RANDY J VARELA, LYNETTE M MANZANILLA
1320	3022060601320	16475 GOLF CLUB RD #304, WESTON, FL, 33326, USA	382 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 6 BLK 22, LOT SIZE 1704 SQ FT ML, FAU 30 2206 000 0010, OR 29548-0850 0315 01, 307300	DORFMAN GROUP 18 LLC
1330	3022060601330	411 NE 194 LN, MIAMI, FL, 33178, USA	411 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 23, LOT SIZE 1698 SQ FT ML, FAU 30 2206 000 0010, OR 29530-1745 0215 01, 339900	OLGA SURIN, ANDREW BLACK, VALERIYA Y SHAROVA
1340	3022060601340	15611 COLLINS AVE APT 704, SUNNY ISLES BEACH, FL, 33160, USA	413 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 23, LOT SIZE 1667 SQ FT ML, FAU 30 2206 000 0010, 0	HAI CAPITAL INVESTMENTS LLC
1350	3022060601350	415 NE 194 LN, MIAMI, FL, 33178, USA	413 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 23, LOT SIZE 1732 SQ FT, FAU 30 2206 000 0010, OR 29539-4517 0315 01, 300800	JOSE RAFAEL MARTINEZ UGUEITO
1360	3022060601360	417 NE 194 LN, MIAMI, FL, 33179, USA	417 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 4 BLK 23, LOT SIZE 1918 SQ FT, FAU 30 2206 000 0010, OR 29516-4124 0215 01, 304800	DANIPRI ENTERPRISES LLC
1370	3022060601370	2800 ISLAND BLVD # 2604, AVENTURA, FL, 33160, USA	401 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 24, LOT SIZE 1673 SQ FT ML, FAU 30 2206 000 0010, OR 29509-0640 0215 11, 322100	ANGEL HIRSCH, REINA B HIRSCH
1380	3022060601380	403 NE 194 LN, MIAMI, FL, 33179, USA	403 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 24, LOT SIZE 1655 SQ FT, FAU 30 2206 000 0010, OR 29516-4079 0215 01, 286300	CRISTIAN A MELO PAVON SR, XIMENA B HERNANDEZ
1390	3022060601390	405 NE 194 LN, MIAMI, FL, 33179, USA	405 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 24, LOT SIZE 1652 SQ FT, FAU 30 2206 000 0010, OR 29548-0860 0315 01, 297500	LUCIANO LIMOLI JR, MARLIZE PADOVANI LIMOLI
1400	3022060601400	407 NE 194 LN, MIAMI, FL, 33178, USA	407 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 4 BLK 24, LOT SIZE 1652 SQ FT ML, FAU 30 2206 000 0010, OR 29918-4678 0116 11, 339700	SYLVIA HALTENHOF
1410	3022060601410	381 NE 194 LN, MIAMI, FL, 33178, USA	381 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 25, LOT SIZE 1705 SQ FT ML, FAU 30 2206 000 0010, OR 29530-2051 0215 01, 310800	ALPHA MS LLC
1420	3022060601420	MADRIDES A MARRON EDIF GINA, PISO 8 OFIC 88 1010, CARACAS, VENEZUELA	383 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 25, LOT SIZE 1671 SQ FT, FAU 30 2206 000 0010, OR 29930-1724 0215 01, 291400	RUBEN AZULAY GOLDSTEIN, HANNAH HAREL COHEN
1430	3022060601430	19341 NE 18 CT, MIAMI, FL, 33179, USA	385 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 25, LOT SIZE 1653 SQ FT ML, FAU 30 2206 000 0010, OR 29567-4290 0315 01, 339100	ELOY SARDINAS
1440	3022060601440	7000 ISLAND BLVD 307, AVENTURA, FL, 33160, USA	387 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 4 BLK 25, LOT SIZE 1659 SQ FT ML, FAU 30 2206 000 0010, OR 29530-1735 0215 01, 289000	SANDRA D TORREALBA GARRIDO
1450	3022060601450	389 NE 194 LN, MIAMI, FL, 33178, USA	389 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 5 BLK 25, LOT SIZE 1669 SQ FT ML, FAU 30 2206 000 0010, OR 29539-4512 0215 01, 278200	YEHEZQUEL MOALEM
1460	3022060601460	391 NE 194 LN, MIAMI, FL, 33178, USA	391 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 6 BLK 25, LOT SIZE 1703 SQ FT ML, FAU 30 2206 000 0010, OR 29530-2061 0215 01, 305400	RAHEL BEN CNAAN
1470	3022060601470	385 FRANKLIN ST, HOLLYWOOD, FL, 33018, USA	371 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 1 BLK 26, LOT SIZE 1739 SQ FT, FAU 30 2206 000 0010, OR 29603-3561 0415 01, 312200	EDGARD ISSY FILHO, KARINA DE GRANDE ISSY
1480	3022060601480	201 ALHAMBRA CIR #601, CORAL GABLES, FL, 33134, USA	373 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 2 BLK 26, LOT SIZE 1717 SQ FT, FAU 30 2206 000 0010, OR 29926-0407 1015 01, 330000	EZ VERDE LLC
1490	3022060601490	3029 NE 188 TER 414, AVENTURA, FL, 33180, USA	375 NE 194 LN, AVENTURA, FL 33179-0000	PB 169-071 T-21831, LOT 3 BLK 26, LOT SIZE 1713 SQ FT ML, FAU 30 2206 000 0010, OR 29891-3631 0615 01, 289000	EVELIA PERGER

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
0900	3022060600900	2800 ISLAND BLVD 2604, AVENTURA, FL, 33160, USA	449 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29604-0590 0415 01, 332400	NICOLE ESTHER HIRSCH, REINA B HIRSCH
0910	3022060600910	425 NE 194 TER, MIAMI, FL, 33179, USA	425 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29655-0783 0515 01, 324600	ELI LEONARDO FEIGEL, BRENDA ROSEMBERG FEIGEL
0920	3022060600920	21050 NE 38 AVE 802, AVENTURA, FL, 33160, USA	427 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29645-1528 0515 01, 293700	MVI INTERNATIONAL LLC
0930	3022060600930	429 NE 194 TER, MIAMI, FL, 33179, USA	429 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29645-1523 0515 01, 298200	LILIAN CUAN PEIRCE
0940	3022060600940	431 NE 194 TER, MIAMI, FL, 33179, USA	431 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29655-0721 0515 01, 297000	DANIEL ROSENFELD
0950	3022060600950	2100 PONCE DE LEON BLVD 1050 B, CORAL GABLES, FL, 33134, USA	433 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29655-0738 0515 01, 337700	DCB 100 LLC
0960	3022060600960	7801 NW 72 AVE, MEDLEY, FL, 33166, USA	435 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 16, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29645-1518 0515 01, 310100	QUICKLINE INVESTMENTS LTD
0970	3022060600970	383 NE 194 TER, MIAMI, FL, 33179-0000, USA	383 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29494-3693 0115 01, 312200	ADAM LIEBERMAN, ANAT LIEBERMAN
0980	3022060600980	365 NE 194 TER, MIAMI, FL, 33179, USA	385 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29485-3636 0115 01, 257500	MARIA MARILUCE BESERRA
0990	3022060600990	9595 COLLINS AVE #301, SURFSIDE, FL, 33154, USA	387 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29823-0293 1015 01, 328000	MELROSE 11657 LLC
1000	3022060601000	401 NE 194 TER, MIAMI, FL, 33179-0000, USA	401 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29496-1153 0115 01, 281200	ALEJANDRO MUNOZ, MARY MUNOZ
1010	3022060601010	201 ALHAMBRA CIR STE 601, CORAL GABLES, FL, 33134, USA	403 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29530-2056 0215 01, 284200	AVENTURA JASMINE 303 LLC
1020	3022060601020	405 NE 194 TER, MIAMI, FL, 33179-0000, USA	405 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 17, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29494-3715 0115 01, 322400	VALERIYA Y SHAROVA
1030	3022060601030	7290 NW 114 AVE #210, MIAMI, FL, 33178, USA	369 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29587-4050 0415 01, 292000	AVISL 118 CORP
1040	3022060601040	371 NE 194 TER, MIAMI, FL, 33178, USA	371 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29587-4239 0415 01, 284400	DENNIS UMBAL, EDEN B UMBAL
1050	3022060601050	3111 N UNIVERSITY DR SUT 105, CORAL SPRINGS, FL, 33065, USA	373 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29771-2102 0815 01, 312000	OSORIOCO LLC
1060	3022060601060	1800 S OCEAN DR 4202, HALLANDALE, FL, 33009, USA	375 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29853-4088 0915 11, 286100	OASIS MIA LLC
1070	3022060601070	377 NE 194 TER, MIAMI, FL, 33179, USA	377 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29603-3566 0415 01, 327800	GLEIDYS SOTO
1080	3022060601080	379 NE 194 TER, MIAMI, FL, 33179, USA	379 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 18, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29562-4909 0315 01, 316000	JACOBO HOCHMAN, BELEN M NUNEZ HOCHMAN
1090	3022060601090	3183 BUNKERHILL PL, BURLINGTON ONTARIO L7M 0C4, CANADA	353 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 19, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29422-4660 1114 01, 290158	PATRICIA FUNG A LING
1100	3022060601100	20130 NE 3 CT #4, MIAMI, FL, 33179, USA	355 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 19, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29422-4648 1114 01, 254990	CARLOS ERNESTO CASTILLO CLARKE
1110	3022060601110	3029 NE 188 ST #1025, AVENTURA, FL, 33180, USA	357 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 19, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29417-0956 1214 01, 278312	JONATHAN DAVID LOPEZ MONTIEL
1120	3022060601120	20314 NE 34 CT, AVENTURA, FL, 33180, USA	359 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 19, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29422-4620 1214 01, 256943	CARLOS EDUARDO COSTA DE QUEIROZ
1130	3022060601130	361 NE 194 TER, MIAMI, FL, 33178, USA	361 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 19, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29443-4667 1214 01, 299918	MARBER ENTERPRISES LLC
1140	3022060601140	16201 COLLINS AVE #3307, SUNNY ISLES BEACH, FL, 33160, USA	363 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29250-0024 0714 01, 313440	MARIA CAROLINA DIAZ
1150	3022060601150	336 NE 194 LN, MIAMI, FL, 33179, USA	336 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29249-4023 0714 01, 259923	BO WILLIAMS, MARYS WILLIAMS
1160	3022060601160	338 NE 194 LN, MIAMI, FL, 33179, USA	338 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29259-4868 0714 01, 262036	MELISSA TAPPER
1170	3022060601170	340 NE 194 LN, MIAMI, FL, 33179, USA	340 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29269-1695 0714 01, 250167	JOSEPH ABDALLAH JTRS, LIZA ESCAPA JTRS
1180	3022060601180	342 NE 194 LN, MIAMI, FL, 33179, USA	342 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29253-4461 0714 01, 266243	ANTON SMITH
1190	3022060601190	344 NE 194 LN, MIAMI, FL, 33179, USA	344 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 20, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29253-4461 0714 01, 266243	

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
0800	3022060600800	19275 BISCAYNE BLVD 49, AVENTURA, FL, 33180, USA	434 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 10, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29656-0748 0515 01, 314000	DIEGO MARTIN ROZENTAL, CAROLINA FRIDMAN
0810	3022060600810	40 SW 13 ST 804, MIAMI, FL, 33130, USA	460 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29656-0743 0515 01, 325700	VIVAGI HOME I LLC
0820	3022060600820	458 NE 184 TER, MIAMI, FL, 33179, USA	458 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29676-3189 0615 01, 323900	RITA BENARROCH
0830	3022060600830	42 TERRASSE DE L IRIS, COURNEVOIE, NAA, 92400, FRANCE	456 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29676-3179 0615 01, 315400	DAVID ADDESSE MOLINA, ANNIE DORCAS RATHS
0840	3022060600840	19950 W COUNTRY CLUB DR 903, AVENTURA, FL, 33180, USA	454 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29656-0655 0615 01, 289300	AFLA LLC
0850	3022060600850	PO BOX 1765, 92A WRIGHTSON RD, PORT OF SPAIN, TRINIDAD AND TOBAGO	452 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29656-0665 0615 01, 315300	NIGEL P MATTHEWS
0860	3022060600860	450 NE 194 TER, MIAMI, FL, 33179, USA	450 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 11, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29656-0660 0615 01, 354200	MYKONOS II
0870	3022060600870	476 NE 194 TER, MIAMI, FL, 33179, USA	476 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 12, LOT SIZE 1788 SQ FT, FAU 30 2206 000 0010, OR 29676-3228 0615 01, 319700	STANISLAW ARONOWICZ, ESTHER ARONOWICZ
0880	3022060600880	3111 N UNIVERSITY DR #105, CORAL SPRINGS, FL, 33085, USA	474 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 12, LOT SIZE 1709 SQ FT, FAU 30 2206 000 0010, OR 29676-3184 0615 01, 294500	MOON KING LLC
0890	3022060600890	11377 NW 46 LN, DORAL, FL, 33178, USA	472 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 12, LOT SIZE 1709 SQ FT, FAU 30 2206 000 0010, OR 29676-3223 0615 01, 312100	OSCAR AMANTINI
0700	3022060600700	2855 LE JUENE RD 571, CORAL GABLES, FL, 33134, USA	470 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 12, LOT SIZE 1671 SQ FT, FAU 30 2206 000 0010, OR 29676-3218 0615 01, 297500	REMAR COMMERCIAL INVESTMENTS INC
0710	3022060600710	648 NE 194 ST, AVENTURA, FL, 33179, USA	468 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 12, LOT SIZE 1652 SQ FT, FAU 30 2206 000 0010, OR 29699-2784 0615 01, 303500	ANISIO FERREIRA BARBOSA, MARIA E M FERREIRA BARBOSA
0720	3022060600720	466 NE 194 TER, MIAMI, FL, 33179, USA	466 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 12, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29676-3213 0615 01, 334800	PERGER GROUP LLC
0730	3022060600730	3089 NE 183 LN 89, AVENTURA, FL, 33160, USA	471 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 13, LOT SIZE 1679 SQ FT, FAU 30 2206 000 0010, OR 29699-2822 0615 01, 349000	TRANG NGUYEN
0740	3022060600740	2600 S DOUGLAS RD #PH6, CORAL GABLES, FL, 33134, USA	473 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 13, LOT SIZE 1703 SQ FT, FAU 30 2206 000 0010, OR 29699-3333 0615 01, 327200	GALLERY ONE 830 LLC
0750	3022060600750	2600 S DOUGLAS RD #PH6, CORAL GABLES, FL, 33134, USA	475 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 13, LOT SIZE 1705 SQ FT, FAU 30 2206 000 0010, OR 29699-3338 0615 01, 331300	GALLERY ONE 830 LLC
0760	3022060600760	2310 ARCH CREEK DR, NORTH MIAMI, FL, 33181, USA	477 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 13, LOT SIZE 1686 SQ FT, FAU 30 2206 000 0010, OR 29676-3174 0615 01, 351700	FELICIA LEUNG, THERESA LEUNG
0770	3022060600770	901 DIPLOMAT PKWY, HOLLYWOOD, FL, 33019, USA	479 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 13, LOT SIZE 1676 SQ FT, FAU 30 2206 000 0010, OR 29699-2812 0615 01, 345800	JAIME DUM LERNER
0780	3022060600780	20815 NE 16 AVE B15, MIAMI, FL, 33178, USA	481 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 13, LOT SIZE 1763 SQ FT, FAU 30 2206 000 0010, OR 29704-1822 0615 01, 350500	481 PROPERTY LLC
0790	3022060600790	3101 S OCEAN DR 1007, HOLLYWOOD, FL, 33019, USA	455 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29699-2779 0615 01, 340700	RICHARD CONTRERAS
0800	3022060600800	19688 E COUNTRY CLUB DR, AVENTURA, FL, 33180, USA	457 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29699-2817 0615 01, 327400	SERFATY PRODUCTIONS LLC
0810	3022060600810	16192 COASTAL HWY, LEWES, DE, 19658, USA	459 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29699-2774 0615 01, 333800	PLAZA AVENTURA LLC
0820	3022060600820	1011 IVES DAIRY RD #208, MIAMI, FL, 33179, USA	461 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29732-4938 0715 01, 315600	RICHMAN ISLES INVESTMENTS LLC
0830	3022060600830	1100 S FEDERAL HWY 421, DEERFIELD BEACH, FL, 33441, USA	463 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 30014-0046 0316 11, 323900	AVENTURA 463 LLC
0840	3022060600840	19501 W COUNTRY CLUB DR 407, AVENTURA, FL, 33180, USA	465 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 14, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29704-1827 0615 01, 345300	INVERSIONES DESIGUAL PLUS LLC
0850	3022060600850	439 NE 184 TER, MIAMI, FL, 33179, USA	439 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29625-2736 0615 01, 343400	MIGUEL VICENTE BASSANO SOLORZANO, THAIS JOSEFINA MANSILLA GOMEZ
0860	3022060600860	12550 BISCAYNE BLVD 406, NORTH MIAMI, FL, 33181, USA	441 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29942-1036 0116 11, 294500	K CHOK LLC
0870	3022060600870	443 NE 194 TER, MIAMI, FL, 33179, USA	443 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 28604-0605 0415 01, 324700	FLOR MARIA PAEZ NAVARRETE
0880	3022060600880	20115 NE 10 PL, MIAMI, FL, 33179, USA	445 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29604-0595 0415 01, 332300	BELLA FAIERSTEIN DE ECHERMAN
0890	3022060600890	447 NE 194 TER, MIAMI, FL, 33179, USA	447 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 15, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29587-4139 0415 01, 317600	MOISES BENAIM GETZEL, MICHELLE ROBIN EFELBAUM DE BENAIM

**EXHIBIT A**

Aventura Isles - Platted Lots

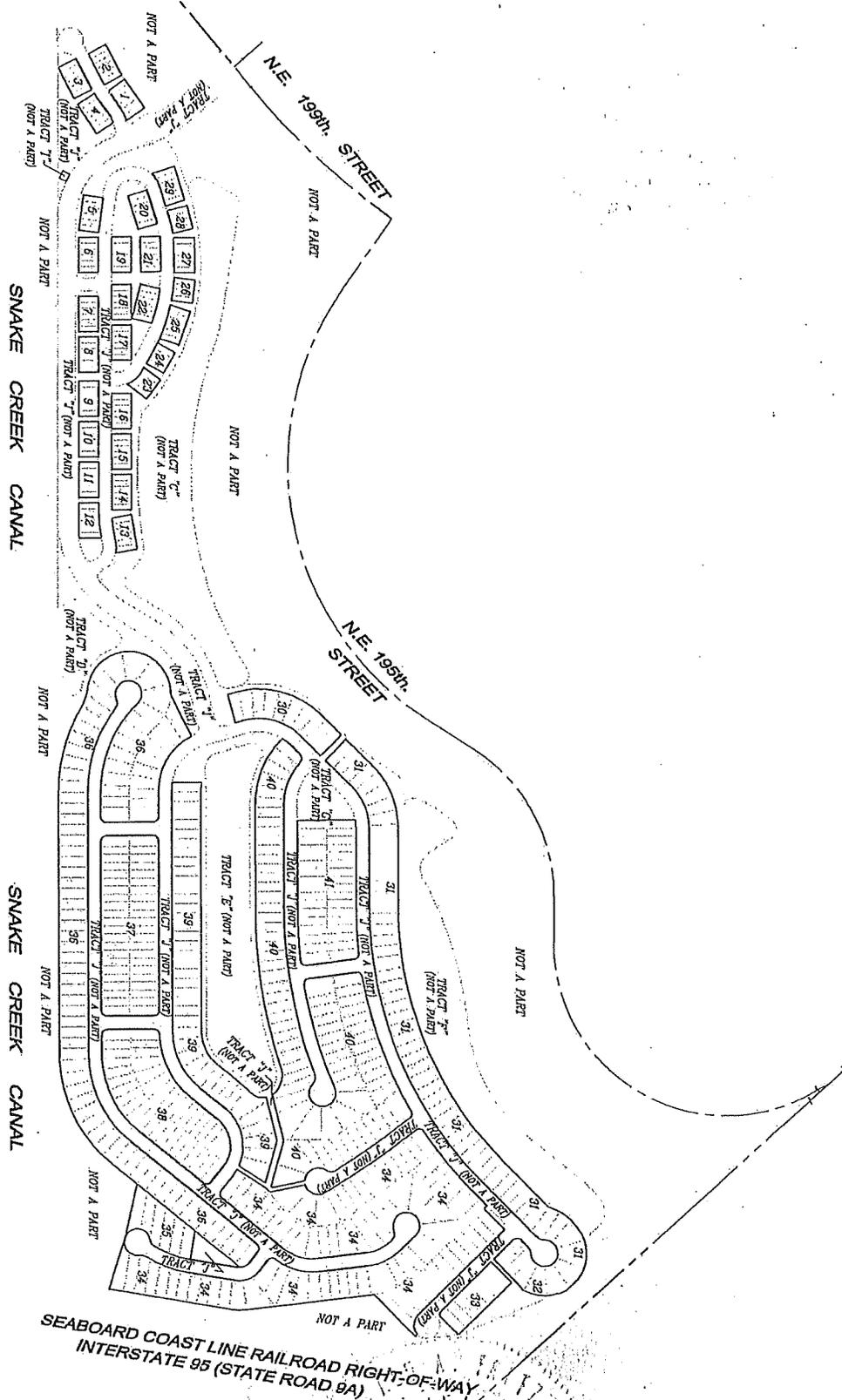
FOLIO (Last-4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
0300	3022060600300	340 NE 194 TER, MIAMI, FL, 33178, USA	340 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 5, LOT SIZE 1650 SQ FT, FAU 30	EGUCHI LLC
0310	3022060600310	201 ALAHAMBRA CIR STE 601, CORAL GABLES, FL, 33134, USA	366 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	AVENTURA JASMINE 366 LLC
0320	3022060600320	364 NE 194 TER, MIAMI, FL, 33178, USA	364 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	VICTORIA MIAMI GROUP LLC
0330	3022060600330	362 NE 194 TER, MIAMI, FL, 33179, USA	362 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	VINCENZO NOVARA TRS, SOSARIFE REVOCABLE TRUST
0340	3022060600340	PO BOX 545855, SURFSIDE, FL, 33154, USA	360 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	SOFIA C GONZALEZ, MARIBEL GONZALEZ GLASSMAN
0350	3022060600350	358 NE 194 TER, MIAMI, FL, 33178, USA	358 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	JOSE LUIS PERAZA JUAREZ, FABIAN GARZON ROJAS
0360	3022060600360	356 NE 194 TER, MIAMI, FL, 33179, USA	356 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 6, LOT SIZE 1650 SQ FT, FAU 30	ISAAC WAHNICH BENZAQUEN, DAVID MELUL, ELIZABETH WAHNICH
0370	3022060600370	384 NE 194 TER, MIAMI, FL, 33179, USA	384 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 7 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	MARCELO DADONE, MOIRA DADONE
0380	3022060600380	2103 CORAL WAY #306, MIAMI, FL, 33145, USA	382 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 8 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	KIMBOMBO INC
0390	3022060600390	18051 BUSCAYNE BLVD #PH2, AVENTURA, FL, 33160, USA	380 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 9 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	MANTING WANG
0400	3022060600400	6403 E MONTE CRISTO AVE, SCOTTSDALE, AZ, 85254, USA	378 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 10 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	REUBEN KATULARU TRS, REUBEN & HENRIETA KATULARU TRUST, HENRIETA KATULARU TRS
0410	3022060600410	19341 SW 30 ST, MIRAMAR, FL, 33029, USA	376 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 11 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	DEMETRIO PAREDES, ADRIANA COROMOTO ALARCON CASTILLO
0420	3022060600420	2875 NE 191 ST #801, AVENTURA, FL, 33180, USA	374 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 12 BLK 7, LOT SIZE 1650 SQ FT, FAU 30	GUALCA AVENTURA LLC
0430	3022060600430	410 NW 194 TER, MIAMI, FL, 33179, USA	410 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 13 BLK 8, LOT SIZE 1650 SQ FT, FAU 30	WERNER HESS, LIGIA MARIA DE SOUZA HESS
0440	3022060600440	2000 ISLAND BLVD 509, AVENTURA, FL, 33160, USA	408 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 14 BLK 8, LOT SIZE 1650 SQ FT, FAU 30	408 NE 194 LLC
0450	3022060600450	201 ALAHAMBRA CIR #601, CORAL GABLES, FL, 33134, USA	406 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 15 BLK 8, LOT SIZE 1650 SQ FT, FAU 30	AVENTURA JASMINE 366 LLC
0460	3022060600460	1514 ISLAND BLVD, AVENTURA, FL, 33160, USA	404 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 16 BLK 8, LOT SIZE 1650 SQ FT, FAU 30	V FLORA LLC
0470	3022060600470	260 CAMELOT CT, L5B3L5, MISSISSAUGA, ON, CANADA	402 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 17 BLK 8, LOT SIZE 1650 SQ FT, FAU 30	RAKESH KUMAR GHAI, SUKHINDER GHAI
0480	3022060600480	16475 GOLF CLUB RD 304, WESTON, FL, 33326, USA	400 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 18 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	DORFMAN GROUP 18 LLC
0490	3022060600490	20201 E COUNTRY CLUB DR 407, AVENTURA, FL, 33180, USA	430 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 19 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	INVERSIONES SW 1968 LLC
0500	3022060600500	6403 E MONTE CRISTO AVE, SCOTTSDALE, AZ, 85254, USA	428 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 20 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	REUBEN KATULARU TRS, REUBEN AND HENRIETA KATULARU TR, HENRIETA KATULARU TRS
0510	3022060600510	426 NE 194 TER, AVENTURA, FL, 33179, USA	426 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 21 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	ERAN ETGAR
0520	3022060600520	424 NE 194 TER, MIAMI, FL, 33178, USA	424 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 22 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	NICOLA AND ASSAIS INVESTMENT LLC
0530	3022060600530	422 NE 194 TER, MIAMI, FL, 33179, USA	422 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 23 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	EDUARDO ABITANTE JUNIOR, C/O CINTIA THORMANN
0540	3022060600540	554 NE 191 ST, MIAMI, FL, 33179, USA	420 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 24 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	JACOBO BENTOLLA OBADIA, LIVEIDA DEL VELLE A BENTOLLA
0550	3022060600550	444 NE 194 TER, MIAMI, FL, 33178, USA	444 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 25 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	JAMIE L CALIBARA, KRISTEN FAE L CALIBARA
0560	3022060600560	442 NE 194 TER, MIAMI, FL, 33179, USA	442 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 26 BLK 9, LOT SIZE 1650 SQ FT, FAU 30	BRUNO B DE MEDEIROS BAPTISTA
0570	3022060600570	RUA ADALBERTO FERREIRA 18 APT 309, LEBLON, RIO DE JANEIRO, 22441040, BRAZIL	440 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 27 BLK 10, LOT SIZE 1650 SQ FT, FAU 30	RONIT HANZ
0580	3022060600580	438 NE 194 TER, MIAMI, FL, 33179, USA	438 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 28 BLK 10, LOT SIZE 1650 SQ FT, FAU 30	EDWIN R CRUZ, ANASTASIA NEKOZYREVA
0590	3022060600590	436 NE 194 TER, AVENTURA, FL, 33178, USA	436 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 29 BLK 10, LOT SIZE 1650 SQ FT, FAU 30	

EXHIBIT A

Aventura Isles - Platted Lots

FOLIO (Last 4 Digits)	FOLIO	MAIL_ADDR	PHYS_ADDR	LEGAL	OWNERS
0010	3022060600010	18851 NE 29 AVE #04A, AVENTURA, FL, 33180, USA	325 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 1, LOT SIZE 1761 SQ FT, FAU 30 2206 000 0010, OR 29248-4004 0614.01, 250873	SHIVITA ENTERPRISES LLC
0020	3022060600020	6403 E MONTE CRISTO AVE, SCOTTSDALE, AZ, 85254, USA	323 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 1, LOT SIZE 1676 SQ FT, FAU 30 2206 000 0010, OR 29222-4587 0614.01, 254850	REUBEN KATULARU TRS, REUBEN & HENRIETA KATULARU TR, HENRIETA KATULARU TRS
0030	3022060600030	AV FRANCISCO ESTABAN GOMEZ SECTOR, COSTA AZUL RES ROYAL CROWN CASA 3, MARGARITA ESTADO NUEVA ESPARTA, VENEZUELA	321 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 1, LOT SIZE 1653 SQ FT, FAU 30 2206 000 0010, OR 29222-0454 0614.01, 264633	JESUS RAMON VALDIVIEZO LOPEZ
0040	3022060600040	319 NE 194 LANE, MIAMI, FL, 33178, USA	319 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 1, LOT SIZE 1661 SQ FT, FAU 30 2206 000 0010, OR 29222-4117 0614.01, 267563	ANTONIO RIDOLFI, PAOLA CASAROTTI DE RIDOLFI
0050	3022060600050	1911 NW 150 AVE #201, PEMBROKE PINES, FL, 33028, USA	317 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 1, LOT SIZE 1670 SQ FT, FAU 30 2206 000 0010, OR 29249-3581 0614.01, 250433	VNP INVESTMENTS 3 LLC
0060	3022060600060	315 NE 194 LN, MIAMI, FL, 33179, USA	315 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 1, LOT SIZE 1677 SQ FT, FAU 30 2206 000 0010, OR 29183-4476 0614.01, 261055	JOSE MANUEL SEJO ARMADA
0070	3022060600070	18851 NE 29 AVE #104A, AVENTURA, FL, 33180, USA	311 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 2, LOT SIZE 1686 SQ FT, FAU 30 2206 000 0010, OR 29222-3849 0614.01, 294238	PERUNEX INTERNATIONAL LLC
0080	3022060600080	11251 NW 20 ST #119, MIAMI, FL, 33172, USA	309 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 2, LOT SIZE 1687 SQ FT, FAU 30 2206 000 0010, OR 29249-3320 0714.01, 267553	NITA INVESTORS LLC
0090	3022060600090	307 NE 194 LANE, MIAMI, FL, 33178, USA	307 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 2, LOT SIZE 1679 SQ FT, FAU 30 2206 000 0010, OR 29222-4851 0614.01, 267683	DORA NOLASCO
0100	3022060600100	305 NE 194 LN, MIAMI, FL, 33179, USA	305 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 2, LOT SIZE 1671 SQ FT, FAU 30 2206 000 0010, OR 29223-0050 0614.01, 257903	JASAMIN M WILLIAMS JTRS, HILERINE L MARTIN JTRS
0110	3022060600110	201 ALHAMBRA CIR #601, CORAL GABLES, FL, 33134, USA	303 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 2, LOT SIZE 1662 SQ FT, FAU 30 2206 000 0010, OR 29222-4846 0614.01, 268405	AVENTURA JASMINE 303 LLC
0120	3022060600120	301 NE 194 LN, MIAMI, FL, 33179, USA	301 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 2, LOT SIZE 1654 SQ FT, FAU 30 2206 000 0010, OR 29222-4107 0614.01, 275290	HAZEL CLARKE
0130	3022060600130	3330 NE 180 ST 612, MIAMI, FL, 33180, USA	310 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 3, LOT SIZE 1653 SQ FT, FAU 30 2206 000 0010, OR 29467-3580 1214.11, 275628	DOV PELES TRS, PELES FAMILY REVOCABLE TRUST, RITA PELES TRS
0140	3022060600140	308 NE 194 LANE, MIAMI, FL, 33179, USA	308 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 3, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29222-4614 0614.01, 261303	EDGAR D SANCHEZ JTRS, LISANDRA TORRES JTRS
0150	3022060600150	306 NE 194 LANE, MIAMI, FL, 33179, USA	306 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 3, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29225-3099 0714.01, 253404	STEPHANIE C RUIZ, JUAN RUIZ
0160	3022060600160	7910 HARBOR ISLAND DR #906, NORTH BAY VILLAGE, FL, 33141, USA	304 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 3, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29248-3999 0714.01, 255572	CARLOS ALVIAREZ
0170	3022060600170	16425 COLLINS AVE #412, SUNNY ISLES BEACH, FL, 33160, USA	302 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 3, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29249-3571 0714.01, 257150	SERGIO GLANZ
0180	3022060600180	PO BOX 490975, KEY BISCAYNE, FL, 33149, USA	300 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 3, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29707-0412 0715.11, 277465	GFC US HOLDINGS LLC, C/O
0190	3022060600190	2665 S BAYSHORE DR #703, MIAMI, FL, 33138, USA	324 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 4, LOT SIZE 1715 SQ FT, FAU 30 2206 000 0010, OR 29338-1526 0714.11, 276945	MARSEABLUE MIRAMAR LLC
0200	3022060600200	20185 EAST COUNTRY CLUB DR #1507, AVENTURA, FL, 33180, USA	322 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 4, LOT SIZE 1732 SQ FT, FAU 30 2206 000 0010, OR 29249-3325 0714.01, 251110	MARIRUCK INC
0210	3022060600210	15844 SW 14TH GT, PEMBROKE PINES, FL, 33027-2383	320 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 4, LOT SIZE 1708 SQ FT, FAU 30 2206 000 0010, OR 29248-4014 0714.01, 261628	ARLENE VASQUEZ
0220	3022060600220	801 BRICKELL KEY BLVD STE 2105, MIAMI, FL, 33131, USA	318 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 4, LOT SIZE 1682 SQ FT, FAU 30 2206 000 0010, OR 29249-3315 0714.01, 254374	PREMIERE MAISON LLC
0230	3022060600230	316 NE 194 LN, MIAMI, FL, 33179, USA	316 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 6 BLK 4, LOT SIZE 1651 SQ FT, FAU 30 2206 000 0010, OR 29384-1579 1014.01, 348490	MURAD MOHAMMED, SUMINTRA MOHAMMED
0240	3022060600240	314 NE 194 LN, MIAMI, FL, 33179, USA	314 NE 194 LN, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 1 BLK 5, LOT SIZE 1651 SQ FT, FAU 30 2206 000 0010, OR 29548-0909 0315.11, 306253	DAVID PULVER, VANESSA SRIHEM
0250	3022060600250	2239 NE 122 ST, NORTH MIAMI, FL, 33181, USA	AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 5, LOT SIZE 1659 SQ FT, FAU 30 2206 000 0010, OR 29249-3315 0714.01, 254374	N AND U PROPERTIES GROUP LLC
0260	3022060600260	309 61 ST, WEST NEW YORK, NJ, 07063, USA	348 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 2 BLK 5, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29486-3668 0115.01, 255800	BELKIS FERNANDEZ
0270	3022060600270	346 NE 194 TER, MIAMI, FL, 33179, USA	346 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 3 BLK 5, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29468-4102 0115.01, 274132	MAX L MATHURIN, ANIA JOHANNSEN MATHURIN
0280	3022060600280	344 NE 194 TER, MIAMI, FL, 33179, USA	344 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 4 BLK 5, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29460-4955 1214.01, 275084	CAROLINA GONCALVES
0290	3022060600290	342 NE 194 TER, MIAMI, FL, 33179, USA	342 NE 194 TER, AVENTURA, FL33179-0000	PB 169-071 T-21831, LOT 5 BLK 5, LOT SIZE 1650 SQ FT, FAU 30 2206 000 0010, OR 29486-3203 0115.01, 280400	CORINNE MICHAELA FLOYD

# Exhibit B



**LEGAL DESCRIPTION:**

Includes all of the Lots and Blocks 1 through 41, according to the plat of "Champion Lakes", as recorded in Plat Book 169 at Page 71, of the Public Records of Miami-Dade County, Florida, all lying and being in Section 6, Township 52 South, Range 42 East, Miami-Dade County, Florida.

**REVISIONS**


**SCHWEBKE - SHISKIN & ASSOCIATES, INC.**

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

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

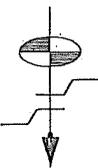
PREPARED UNDER MY SUPERVISION:

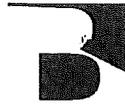
*Ronald A. Fritz*

RONALD A. FRITZ, ASSISTANT VICE-PRESIDENT  
FLA. PROF. LAND SURVEYOR N° 2767

ORDER NO. \_\_\_\_\_  
DATE: FEBRUARY 23, 2018

THIS IS NOT A "BOUNDARY SURVEY"  
CERTIFICATE OF AUTHORIZATION No. LB-87





**BERCOW RADELL FERNANDEZ & LARKIN**  
ZONING, LAND USE AND ENVIRONMENTAL LAW

Direct: 305-377-6226  
E-Mail: [TRobertson@brzoninglaw.com](mailto:TRobertson@brzoninglaw.com)

**VIA HAND DELIVERY**

March 1, 2018

Mirna Leal, Special Projects Administrator II  
Miami-Dade Regulatory and Economic Resources Department,  
Environmental Resource Management  
Overtown Transit Village  
701 NW 1st Court Suite 400  
Miami, FL 33136

RE: Aventura Isles Master Homeowners Association, Inc. -  
Williams Island Ventures, LLC

Dear Ms. Leal,

Attached please find an original signed and sealed survey concerning the captioned matter.

Please feel free to contact me if you have any questions.

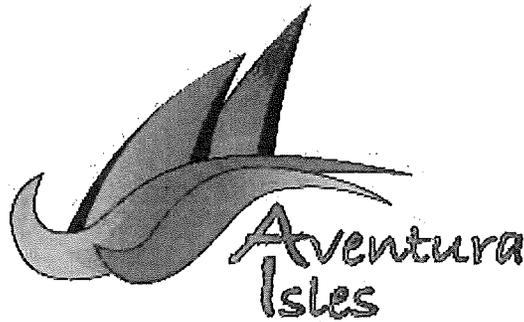
Sincerely,

Thomas H. Robertson

TR/ac  
Enclosure

**RECEIVED**  
MAR 01 2018  
Code Coordination  
and Public Hearings  
DERM

**Exhibit C**



MASTER HOMEOWNERS' ASSOCIATION, INC.

Rules, Procedures, and Information

*Contains Information from Miami-Dade County and the  
Aventura Isles Community Development District*

(Reflects All Adopted Rules as of January 2019)

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**INTRODUCTION**

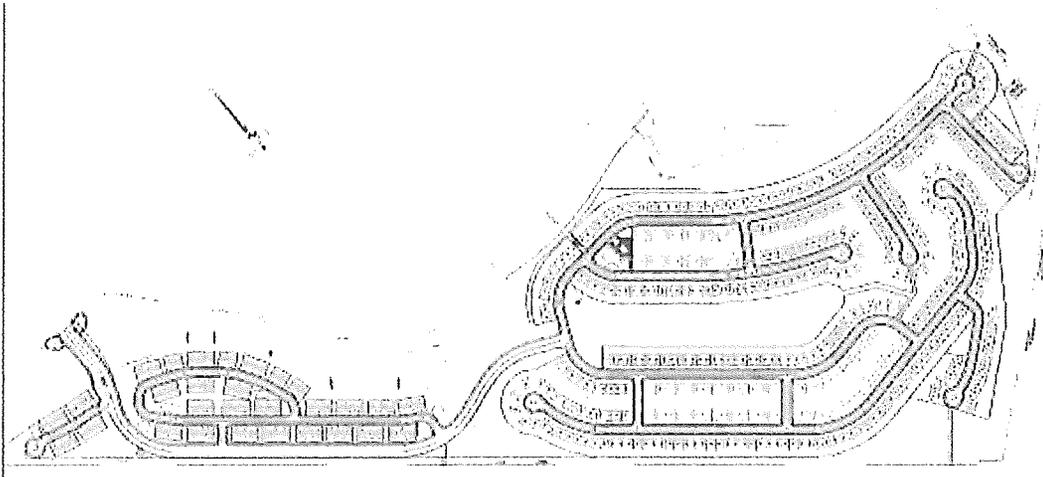
*Aventura Isles* is a family oriented residential community offering a wide selection of housing types and prices categories ranging from townhomes to large semicustom homes. *Aventura Isles* offers a variety of amenities including a community pool, natural conservation area and an expansive park and walkway system. *Aventura Isles* is located in Miami Dade County and is a part of North Miami.

*Aventura Isles* (former Williams Island Golf Course) is an approximately 150-acre property being redeveloped as single and multi-family residential use. The site is the former location of a golf course. Prior to development of a golf course, the site was utilized for row crop production.

**AVENTURA ISLES COMMUNITY OVERVIEW**

The *Aventura Isles* Community is a two-entity operation. The park lands surrounding *Aventura Isles* are to be owned by the *Aventura Isles* Community Development District. The internal Association property is owned by the *Aventura Isles* Master Homeowners' Association. The Association is obligated to operate and maintain the District's property.

**AVENTURA ISLES COMMUNITY MAP**



**SECTION 1  
PARK LANDS**

The Association at Aventura Isles does not own the park land surrounding the Community. These are publicly accessible lands owned by the Aventura Isles Community Development District (CDD) and which must be operated similarly to public parks. The park land is maintained and operated by the Association on behalf of the District as a cost saving and as a security measure.

The public has a right to enter and use the park space surrounding the Community on a daily basis from sunrise to sunset. For more information, please refer your questions to the Community Development District and Clause 12 of the covenants recorded against the park lands.

Entry into and usage of the park land is an acceptance of all rules. Violators will be considered immediate trespassers.

Access of any individual is prohibited between sunset and sunrise (during late evening and night time hours). This prohibition includes all surrounding Communities including the membership at Aventura Isles Master Homeowners' Association.

The parks are not intended for and do not permit group activities with equipment outside of officially sanctioned events. This includes the use of bounce houses, party tents, and any other items from a neighboring backyard. Trespassing for private events is not tolerated.

Call 9-1-1 to report any prohibited activity.

## **SECTION 2**

### **GENERAL PARK RULES**

The park land surrounding Aventura Isles Master Homeowners' Association maintains the following rules:

- Dogs or other pets must be leashed at all times, with a leash no greater than eight (8) feet in length.
- The cutting, picking, destruction or removal of plant life or other property within the park is prohibited.
- Household or commercial garbage dumping is prohibited.
- Fires are not permitted anywhere on the park facilities or adjacent areas.
- Fireworks of any kind are not permitted anywhere on the park facilities or adjacent areas.
- Alcoholic beverages shall not be permitted on the park premises.
- Drugs are not permitted on the park premises.
- Fishing is prohibited.
- Swimming in the lakes is prohibited.
- Motorized vehicles are not permitted in the park.
- Crossing through the park in order to access private property is prohibited.
- Golfing is not permitted in the park.
- Exhibitions within the park are not permitted.
- Causing a nuisance within the park is prohibited.

The District Board of Supervisors and designees of the District Manager have full authority to enforce these rules and regulations. Violation of one or more of these Rules established for the use of Park facilities may result in expulsion from the Park facility and/or suspension or termination of Park facility privileges.

The Association, as maintainer of the park land, does not authorize or allow any form of party events in the park land for any resident or the public.

### **DOG PARK RULES**

The dog park areas in the park space are governed by the following rules:

- No animals other than dogs are permitted in the fenced in area of the Dog Park.
- Dogs shall be leashed at all times except when in designated "off-leash" areas within the Dog Park.
- Dogs shall be leashed prior to exiting the fenced-in area of the Dog Park.
- Owners must remain in the fenced area while their dogs are using the Dog Park. Dogs shall not be left unattended and shall be supervised by their owners, who shall maintain voice control of their dogs at all times.
- Children under twelve (12) years of age are not permitted to enter the fenced-in area of the Dog Park.
- Children twelve (12) years of age and older must be accompanied by a parent or authorized person eighteen (18) years or older.
- Spectators shall remain outside the fenced-in area of the Dog Park.
- Aggressive dogs and female dogs in heat shall not be permitted in the Dog Park. Owners must immediately leash and remove dogs from the Dog Park at the first sign of aggression.
- Sick dogs shall not be permitted in the Dog Park, and Dogs shall be removed from the Dog Park immediately upon becoming sick at the Dog Park.

- Owners must pick up after their dog and dispose of waste properly in the designated on-site containers. Pet waste stations and trash cans are located at the Dog Park.
- Food in bowls, long-lasting dog chews, or glass containers are not permitted in the Dog Park. Small bite-sized training treats are permitted.
- No human food is permitted at the Dog Park.
- No smoking is permitted in the Dog Park.
- No more than three (3) dogs per person are allowed on any single visit to the Dog Park
- Puppies less than four (4) months old are not permitted in the Dog Park.
- Dogs shall be up-to-date on vaccinations for rabies and DHLPP prior to entering the Dog Park, and shall have current rabies and applicable license tags clipped to their collars at all times.
- No pitbull breeds are permitted in the Dog Park.
- Owners are liable for any injury or damage caused by their dogs and are fully responsible for the actions of their dogs.
- There is no running water provided in the Dog Park. Owners shall not let their dogs overheat.

The District Board of Supervisors and designees of the District Manager's office shall have full authority to enforce these rules and regulations. Any disregard or violation of these rules and regulations or misuse or destruction of Dog Park facilities or equipment may result in expulsion from the Dog Park and/or the suspension or termination of Dog Park privileges.

#### **NO FISHING IN ANY COMMUNITY LAKE**

The Aventura Isles Community Development District (CDD) forbids fishing in any of the lakes within the Community. The Association shall enforce this rule per its obligations.

#### **NO FEEDING WILDLIFE**

No individual shall feed any wild animal at any time within the boundaries of Aventura Isles Master Homeowners Association or land, lake, or canal banks maintained by Aventura Isles Master Homeowners Association.

#### **CRIME WATCH**

Crime Watch is a County-sponsored group of individuals living in close proximity to one another. Crime Watch and its related activities are not part of the Association.

More information can be found at:

<http://www.citizenscrimewatch.com/>

Police use a communication medium called Nextdoor for disseminating information on crime activity and public events. It's available for iOS, Android, and via its website at <http://nextdoor.com/>. This is not an official medium for communication from the Association.

**SECTION 3**  
**GENERAL COMMON AREA RULES**

All common areas are subject to audio and video surveillance.

Dress code - Proper attire is always to be worn in accordance with acceptable social norms.

The hours of operation of any Association area may be adjusted seasonally as usage dictates.

Residents will be responsible for the conduct of their guests at all times. The resident must accompany the guest at all times.

Where a resident or their guests have caused damage, the resident and the homeowner will be held responsible for the cost of the damage.

The cost of replacing any property that is broken, damaged or removed by a member or guest shall be charged to the member concerned.

The use of propane or barbecue grills is prohibited in any common area property.

All persons using the facilities shall follow the instruction and decisions of Management and Staff regarding the use of the facilities and their priority and length of time of use of the facilities.

Management may require the use of specific facilities from time to time.

All persons entering or exiting the facility must wear shoes (for their protection). We also ask that all soles be dried to prevent slipping on tilted floor.

Management has the right to deny any person who violates the Rules and Regulations of the Aventura Isles the use of the facilities including denying access to facilities of residents for actions of their guests.

No parties, aside from official Association events, shall be permitted in the common areas without express written permission from the Association. Written permission must bear the signature of the office manager and of a Board member.

No parties, aside from officially District events, shall be permitted in the park lands.

**SECTION 4****PEDESTRIAN ACCESS TO AND FROM PARKS -AND- ASSOCIATION AMENITIES (FOB)**

All FOBs shall cost \$10/each with up to 6 available per household.

Residents shall be required to take photographs of the individual that the FOB will be assigned to at the time of issuance.

Residents are responsible and liable of any individual gaining entry to any HOA property through the use of their assigned FOB.

Residents are responsible and liable of any individual gaining entry to any HOA property where the FOB-holder holds open or does not ensure the closure of a gate and another individual is permitted to enter a secure FOB entry point without the use of a FOB.

Example: a resident is liable for the acts of an individual who enters the pool area because the resident's FOB-holder held the gate open.

**SECTION 5****COMMUNITY-WIDE LANDSCAPE**

Landscape on your home is maintained by the Association. This maintenance includes grass cutting, fertilization, tree pruning and edging. The landscaping maintenance plan is available on the website. The Association operates three trimmings per month during the wet season and two trimmings during the dry season.

We will only maintain areas we have access to. If you have a fenced back yard it is your responsibility to coordinate access to the yard by the maintenance crew. They will not pick up any toys or debris before cutting.

Aventura Isles is planted under a master landscape plan and all plants and their locations have been approved by a Florida Licensed Landscape Architect and Miami Dade County.

Plants and trees may not be removed, discarded or replaced without the written authorization of the Association. Should landscape need to be moved for a particular reason please submit a request to the Association with the following information:

Please be aware moving of landscape may also require the modification of the irrigation system at the homeowner's expense.

All single-family units must maintain a minimum of three shade trees on its property. No palm can be used to satisfy the shade tree requirement per Miami-Dade ordinance. Additionally, the County requires that each single-family unit maintain a minimum of thirty (30) shrubs. Shrubs must contain a specific minimum of native plants. See Miami's ordinances for specifics.

**SECTION 6  
IRRIGATION**

All irrigation components including spray heads, underground piping, wiring, valves and pumps are property of the Master Association.

No irrigation component may be altered by any homeowner or private contractor.

Only the Association's contractor is granted the right to modify the irrigation system.

The Association retains the right to have its own contractor modify or repair the irrigation system at the homeowner's expense. The expense may include secondary repairs caused by initial damage to the system.

Please note that main irrigation lines are located under every homeowner's property and are pressurized at all times. It is important to have these lines located before you start digging on your property.

No ARC involving and form of digging or irrigation changes shall be approved without written confirmation from the Association's irrigation contractor that the resident is working with the contractor with respect to irrigation concerns.

Any improvements above irrigation lines may have to be removed for line repairs. Such repairs or reinstallation the modification shall be at the homeowner's expense. Damage discovered to the irrigation system may also be charged to the same homeowner's unit.

**SECTION 7  
HOA RESIDENCY APPROVAL**

Both potential homeowners and potential tenants must go through the application process with the Association prior to the Association approving occupancy.

**HOUSE-SHOWING PROTOCOLS**

No individual or entity is permitted to place any type of signage with respect to selling or renting a house on the property or on Community property per the governing documents.

You are responsible for adding all entries to the guest list prior to arrival.

It is your choice whether you add generic "all realtors," "all visitors for showings," and "all visitors for open houses" on your guest list.

The homeowner shall be liable for all individuals entering the Community without any exception including those who gain entry under the any generic entry list item.

**APPROVAL APPLICATION FOR HOMEOWNERS AND TENANTS**

Each tenant or homeowner 18 years or older must submit applications prior to a transaction approval from the Association. Each tenant must submit renewal of applications every twelve months per the governing documents.

No approval shall be given to any prospective and renewal tenants without the receipt of a notarized copy of the certification that the tenant has reviewed and will comply with the rules and regulations of the Association.

**TENANCY DEPOSIT**

Per the governing documents, all tenants must maintain a minimum \$1,000 deposit with the Association throughout the tenancy. Refer to the bylaws for further guidance.

**APPLICATION FEES**

Homeowner application and initial tenancy application fees shall be \$100.00 per applicant. Renewal tenant application fees shall be \$60.00 for each applicant. Each tenant or homeowner 18 years or older must submit applications. Each tenant must submit renewal of applications every twelve months per the governing documents. Any late renewal shall have an additional \$150 processing fee -and- will be valid for only the remainder of the original twelve-month extension. A late renewal application is not a guarantee of approval.

All tenants at the time of application and renewal attest to receiving and understanding all governing documents of the community. Tenants must acknowledge in writing that they may face immediate eviction if said tenants or guests fail to comply with government laws or HOA governing documents.

Any subject property with a tenant may concurrently be entered into the violations process and the evictions process for any violations made by a resident of the subject property or guests of such residents.

#### **DE-FACTO TENANCY OF A GUEST**

An individual may be deemed a resident should the individual stay at the premises more than 10 days in a 30-day period or establish any pattern to create a presumption of residency. A pattern may include, but is not limited to, control of the guest entry systems, operating vehicles registered as resident vehicles, using common area infrastructure, and escorting guests into the Association property.

#### **RESIDENCY APPROVAL GUIDELINES**

In addition to any other information deemed relevant by the Board, factors which may be deemed to constitute good cause for disapproval include, but are not limited to, the following:

- The application for approval on its face, or subsequent investigation thereof, indicates that the person(s) seeking approval intends to conduct himself or herself inconsistently with the Declaration/Covenants or applicable Rules and Regulations, or the occupancy would be inconsistent with the aforementioned documents.
- The person(s) seeking approval (which shall include all proposed occupants) has any criminal history including but not limited to an applicant's traffic violation history, or any history demonstrating dishonesty or moral turpitude.
- The person(s) seeking approval has a record of financial irresponsibility, including without limitation, bankruptcies, foreclosures or bad debts.
- The Owner allows a prospective lessee to take possession of the premises prior to approval by the Association as provided for in the Declaration / Covenants.
- The person(s) seeking approval (which shall include all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations, communities or associations.
- The person(s) seeking approval failed to provide the information, fees, or appearance required to process the application in a timely manner.
- All assessments, fines and other charges against the home / lot have not been paid in full, and/or the home / lot (and/or the Owner(s) thereof) is in violation of any of the provisions of the Declaration/Covenants and/or applicable Rules and Regulations; provided however, the Association may grant approval for the proposed lease/renewal subject to payment in full of all outstanding assessments, fines and/or other charges, or correction of any outstanding violations, as appropriate, as a condition of the approval.

The following are additional approval standards, which the Tenant Committee have created and are adopted by the Board of Directors, with respect to all residency applications:

The standard credit score requirement is 650 per new adult applicant to the Aventura Isles. New applicant is defined as an applicant not previously denied by the Tenant Committee or an applicant who was not previously residing within the Community in violation of the governing documents by failure to gain Association approval to live inside the Community.

Any appeal submitted to the Tenant Committee for credit reasons must include the following:

- prior year's w2
- 3 months of paycheck stubs
- 3 months of bank statements
- letter from employer verifying start date of employment and salary

Appeals will not be granted to cases involving:

- two applicants where one adult member has no credit or poor credit, and the other applicant has a credit score of less than 700
- three or more adult applicants with an average credit score of less than 650

The Association reserves the right to require any and all types of conditions for approval of a tenant which may include an agreement to vacate the property with fourteen days' notice.

As of August 2016, the Tenant Committee affirms the moratorium which has existed since 2013 on student group tenancy. Such groups need not apply.

**SECTION 8  
SIGNS**

No signs shall be placed upon any LOT or other portion of the SUBJECT PROPERTY, and no signs shall be placed in or upon any UNIT, which are visible from the exterior of the UNIT without the prior written consent of the Association.

Should there be any for sale sign, for rent sign, open house sign, balloons, or exterior method of attracting attention of any UNIT which violates this section and governing document, the Association shall have the right to remove such signs immediately without notice to the OWNER, the removal shall not be deemed a trespass and the Association shall not be liable for any damage resulting from the removal or for any damage or loss to the item removed.

**SECTION 9  
GARAGE SALES**

Aventura Isles residents may not advertise or hold garage sales anywhere in the Community. This ensures the Community its privacy from outside sources. However, the Community- wide garage sales may be held prior approval of the Board.

**SECTION 10  
SOLICITATION NOT PERMITTED**

Advertising, signs, leaflets, handbills, flyers, doorknob bangers, petitions, papers or other material shall not be distributed on the premises without the express written consent of the Association.

Sale of merchandise or funding soliciting is not permitted without the express written consent of the Association.

Solicitation for business or any other agenda in person is not allowed.

**SECTION 11  
GARBAGE CONTAINERS**

Storage of all garbage containers shall be in the garage or shall be fully screened from view and are only permitted in the front yard on collection day as specified by the governing documents. Garbage containers shall be 32 gallon in size, dark green in color and have wheels.

**GARBAGE COLLECTION**

Trash collection and the permitted times for placing trash and recycling bins on the streets are specifically addressed in the governing documents. Containers are only permitted on the street from 5:00PM the day before collection and must be returned to their storage location the following day. Currently, trash is picked up Mondays and Thursdays and Recycling is picked up every other Monday.

**COUNTY BULK GARBAGE PICK UP**

Bulk collection is initiated through calling 3-1-1.

You must notify Management of the scheduled bulk pick up service -and- provide your confirmation number from the 3-1-1 hotline prior to placing any items out for collection.

Bulk collection items MUST BE on your driveway. No items are permitted on the grass, on the sidewalk, or on the road.

**COUNTY CHRISTMAS TREE PICK UP**

Miami-Dade County collects Christmas trees one-time following Christmas. The date is not announced. Christmas trees should always be placed on your driveway for collection no later than January 4 of each year. Do NOT place the Christmas tree in the grass or on the sidewalk.

<http://www.miamidade.gov/releases/2016-12-19-solid-waste-christmas-tree-recycling.asp>

**SECTION 12  
HOLIDAY DECORATIONS**

Holiday decorations may be setup, displayed, and must be removed within these timeframes:

Halloween – October 15 through November 2.

Winter Holidays – the immediate Friday after Thanksgiving through January 6.

Halloween decorations must be tasteful and cannot be too gruesome as to be a disturbance for the Community children.

**HALLOWEEN SPECIFIC INFORMATION**

Trick or treating occurs between the hours of 6:00 PM and 8:00 PM. It is recommended that homeowners who wish to receive trick or treat guests, turn on the light on the front porch. Similarly, turn off your front porch light if you do not wish to receive guests.

**SECTION 13  
NOISE ORDINANCE**

The County of Miami Dade has a noise ordinance. This ordinance requires that all noise be limited at night time hours to protect the peace and tranquility of your neighbors at night. Excessive noise, to include music and animals, is not tolerated between 11:00pm and 7:00am.

You may report noise complaints to the Miami-Dade Police or by calling the Rover. The Rover cannot force the resident to comply. The Police can require the noise stop.

Sec. 21-28. - Noises; unnecessary and excessive prohibited:

[https://library.municode.com/fl/miami\\_-\\_dade\\_county/codes/code\\_of\\_ordinances?nodeId=PTIICOOR\\_CH21OFMIPR\\_ARTIVMI\\_S21-28NOUNEXPR](https://library.municode.com/fl/miami_-_dade_county/codes/code_of_ordinances?nodeId=PTIICOOR_CH21OFMIPR_ARTIVMI_S21-28NOUNEXPR)

**SECTION 14  
ALL PROPERTIES MUST BE IN GOOD REPAIR**

The governing documents provides strict compliance requirements for the exteriors of all residences. The Association shall continue to strictly enforce all governing documents.

**SECTION 15  
PETTING ZOOS, BOUNCE HOUSES, PARTY TENTS, MISC. PARTY EQUIPMENT**

The Association must approve petting zoos, bounce houses, party tents, and other forms of large party equipment before any item or animal is brought into the Community. Residents must pre-arrange such events with Management no less than five business days prior to the event.

No such animals or party items are permitted, and therefore cannot be installed, on the common areas of the Association at any time.

Security is authorized and shall refuse entry to any party equipment vendors, to include those bringing animals into the Community, without express written notice from Management.

No parties or events are permitted in the park land. If residents use the parks, then the public must be permitted to do the same at the expense of the Association to clean and repair.

Contact the Management Office for party-related arrangements.

**SECTION 16**  
**POD AND OTHER MOBILE CONTAINERS**

Mobile containers must be approved by Management. Submit a written request with the dates that the container will be present. Approval shall be for no more than two days.

The container must be completely within the driveway and not extend at all into the grass or sidewalk.

The resident must agree to not require additional parking and understands the possibility of towing/removal if the pod takes up too much space and is not properly situated.

**SECTION 17**  
**VEHICLE CLEANING AND MAINTENANCE**

Car washing, polishing, or repairs is not permitted on Aventura Isles common area property at any time without express written Association approval.

Car Washing, Polishing, or repairs is not permitted on the residential property without express written Association approval.

**SECTION 18**  
**BICYCLES, ROLLERBLADES, SKATE BOARDS, ATVs, ETC.**

Bicycle riding, Gopeding, Rollerblading, Skateboarding, or Operations of off-road vehicles, to include but not limited to dirt bikes, four-wheelers, and go-karts, are not permitted at the Aventura Isles Pool area, in the playgrounds, or on the jogging trail.

No motorized vehicles are permitted on the park grounds. Example include, but are not limited to, dirt bikes, go-karts, four wheelers, motorized scooters, and motorized skateboards.

**SECTION 19**  
**COMMUNITY VEHICLULAR ACCESS**

Residents, guests and commercial vehicles within Aventura Isles will operate and will park in accordance with State Statutes, City Ordinances, and the Declaration of Covenants.

*Parking enforcement is governed by applicable laws and the governing documents. Residents are reminded that their parking impacts the quiet enjoyment of other residents. Towing operations are conducted by an authorized legal entity governed by Miami Dade Municipal Code.*

*Reference: <http://www.flhsmv.gov/handbooks/englishdriverhandbook.pdf>*

Review the all sub-sections of the Rules and Regulations manual for specific information as it relates to parking a vehicle outside of a residence or on common area property.

The homeowner shall be liable for all individuals entering the Community without any exception including those who gain entry under the any generic entry list item.

## ACCESS GATE USE INSTRUCTIONS

You may enter your community by using an HOA resident lane with vehicles that have a registered license plate authorized for resident lane entry. A resident may have up to a maximum 4 resident vehicles registered per household. An additional 4 VIP vehicles may be registered. Expiration of VIP registration applies. See the next section.

**Important Note:** Townhouses may only have space for up to two or three vehicles depending upon vehicle size. Single family houses may have space for two to five vehicles depending upon vehicle size. These calculations assume one vehicle is in the garage and the remainder are on the driveway or driveway swale of the residence. This is not the Association's responsibility to determine if a resident's vehicles will fit at the unit of residence.

All residents must maintain an active license plate in the system to access the community. Removal of the license plate for use on any unregistered vehicle is not permitted.

Registration of license plates may be made with the Management Company at the cost of \$25.00. There is no fee to update your vehicle information when porting a license plate to a new vehicle.

**Guests/Vendors:** All guests and vendors must access the community through the visitor lane. The driver of each vehicle must know the name and address of the resident to be visited. Guests and vendors will be directed to turnaround if the resident does not answer phone calls from the Gate House -or- if the visiting individual is not properly listed on a pre-approved guest list.

## RESIDENT LANE ACCESS VIA LICENSE PLATES

Residents, to include tenants and homeowners, shall register their resident vehicles at the time of orientation provided that the individuals have the required documentation stipulated in the governing documents. Residents, to include tenants and homeowners, must have active registrations for all resident vehicles.

Required documentation for the registration of each vehicle shall be, at a minimum, proof of registration of the vehicle.

Residents must provide updated registration information which includes new vehicle information when porting the license plate to a new vehicle. Vehicle license plates will be deactivated if it is discovered on a different vehicle that does not match the information maintained by the Association.

Any resident lacking the ability to pay for vehicle registration at the time the registration is requested shall incur a charge for the registration on the homeowner's account with the Association regardless of resident status as a tenant or homeowner. Any fee not paid to the account may result in standard late fees. Registration fees shall be included in the aggregate total of collectible debt to the Association.

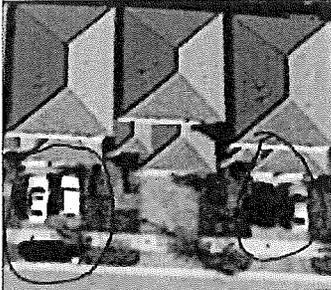
VIP vehicles are registered by the Management Company at a cost of \$100 per vehicle. Tenants ARE eligible to register VIP vehicles. Up to 4 VIP vehicles are available to be registered per subject property. Documentation is required to include vehicle registration. VIP registrations are valid for one year from the date of issuance. The resident is required to notify Management to deactivate a VIP vehicle if the

particular vehicle is sold, stolen, or otherwise not in the possession of the VIP member. The resident is required to notify Management to deactivate a VIP vehicle if the VIP member no longer has a reason to visit the subject property.

#### **PARKING REQUIREMENTS AT RESIDENCIAL UNITS**

Residents must park vehicles in the driveway at all times except for the when the driveway is otherwise occupied, i.e. in use by children playing, driveway is full of guest vehicles (excluding times where street parking is forbidden), and other approved activities. Street parking of the resident's vehicles shall be permitted only when the driveway is fully occupied by the aforementioned. This rule does not alter any other vehicular rule or law.

Vehicles must park perpendicular to the street while parked within the main portion of driveway. Parallel parking of vehicles can only be permitted in the "swale" area. The "swale" area is between the road and the sidewalk.



#### **OVERNIGHT PARKING**

Each subject property will be permitted up to two overnight passes each night for guest parking only, with the passes issued on a first come, first serve basis.

A vehicle or individual is considered a resident if the vehicle or person is issued an overnight pass in any form of a pattern which indicates the person may be residing at a residence on a recurring basis. There will be no more than five consecutive overnight passes issued to any individual or vehicle in a 30-day period.

Passes are issued by Security and must be displayed at all times.

Passes are only valid for designated parking locations in accordance with the parking rules.

No extended overnight pass shall be issued.

Parking lots are numbered. All vehicles must have the required passes as dictated by the Association procedures. Towing may occur for vehicles parked without a pass, parked incorrectly, or blocking the flow of other vehicles.

## GENERAL PARKING GUIDELINES

Any issued parking passes, normally overnight passes, must be displayed on the dashboard of the vehicle at all times. The guard will state which parking lot the guest with overnight parking passes are assigned. No parking pass shall grant a guest the right to park overnight in the street.

No street parking is permitted between the hours of 2:00am and 6:00 am any day of the week.

Florida Law prohibits the following types of parking:

- On the roadway side of another vehicle (double parking)
- On crossway
- On sidewalk
- In front of driveways of other residents.
- By the curbs painted yellow, red, or any location where "No Parking" signs are posted.
- Whiten intersections.
- Within 15 feet of a fire hydrant.
- Within 20 feet of an intersection.
- Within 30 feet of any stop sign.
- Against the flow of traffic (parking a vehicle facing the wrong direction for that side of the road)
- In such a way that you block or create a hazard for other vehicles.
- In handicap parking spots without a proper permit displayed.
- With expired license plate tags (parking a vehicle with expired tags shows illegal usage of vehicle)

Additional Association Rules:

- No parking where the curb is painted yellow.
- No parking on the four-lane entry road at any time.
- No parking in or near an intersection, even if it is not painted yellow, at any time.
- No resident may regularly park a vehicle, whether guest or resident-owned, on the street on a recurring basis including during the day-time hours.
- No parking of any portion of the vehicle in the grass.
- Blocking any trashcans or Association dumpster's location on collection days.
- No inoperable vehicle is permitted on the street, in common areas, or in the driveway of a residents at any time. This includes any vehicle that appears to be broken down, abandoned, or undergoing any type of repair process.
- No vehicles may be stored continuously outside on the street, common areas, or in a driveway. This includes vehicles with covers or tarps in driveways, vehicles on bricks or lifts in driveways, etc.

## COMMERCIAL-LOOKING VEHICLES

Any vehicle, which has any form or appearance to have any use in commerce or trade or is known to the community to have any form of a commercial purpose, shall be deemed a commercial vehicle per the Section 6.2 of the governing documents.

Residents may be fined \$100 per day up to \$1,000 per violation and/or the Association may remove the commercial vehicle and any vehicle which impedes the tow truck from accessing the commercial vehicle. Reference: 9.2 – 9.2.4 of the governing documents.

All commercial vehicles as defined by 6.2 of the bylaws, which may be parked overnight, must sign an agreement that the vehicle will remain parked in the garage in accordance with the bylaws. Overnight parking shall be defined as any time between 9:00pm to 6:00am where a commercial vehicle is observable outside the garage.

Vehicles listed on the agreement are eligible to be registered for license plate entry. Vehicles on the premises already will have to sign the agreement no later than October 1, 2015.

Review Attachment 4 for examples what are considered of Commercial Vehicles by the Association. This is not an exhaustive list.

#### **TRAFFIC ENFORCEMENT**

All individuals, to include residents and their guests, may cause a fine to be levied against a visited subject property for traffic infractions. Traffic infractions include violations of applicable law, ordinances, and governing documents. The fine shall be the statutory maximum per incident.

Any traffic citation issued by a uniformed officer within the Community will result in a reciprocal violation being entered for the subject property occupied by the resident or the guest of the resident in question.

Traffic monitoring devices will monitor the speed of vehicles in the community. Video, a photo, and/or license plate information will be collected of any vehicle detected as speeding. All speeding carries a fine of \$100 per violation including resident vehicles and any vehicle visiting a resident. The fine will be charged to the resident's account. The resident may contest the violation with the grievance committee.

#### **CONTRACTOR ACCESS**

Contractors and vendors are not permitted in the community before 7:00 AM and after 7:30 PM Monday through Saturday, at any time on Sunday, or the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, and Thanksgiving Day.

No landscape contractor, aside from the Association's agent, is permitted in the community on Saturday or Sunday.

Exterior noise from contract work must cease at 7:30 PM Monday through Friday and 5:00 PM on Saturday.

Exceptions to the times indicated above are only for emergency cases. Examples include: A/C failures, power outages, telephone outages, cable outages, plumbing emergencies such as overflow or pipe bursting, security system outages including the alarm or camera systems, or by special request granted by the Association in writing.

**MOVING VANS**

Moving in or out of the Community must follow the same guidelines as the contractor section above. Exceptions must be granted in writing from the Association.

**SECTION 20  
HARASSMENT**

Harassment of the Security Guards, third party contractors authorized to operate within the community by the Association, or Association staff will result in a violation of \$100 per occurrence, a bill to the resident property for any charges incurred, and potential legal action, as per the governing documents.

All owners (including any family members, tenants, guests or invitees of owners) must refrain from interfering with the management and operation of the Association. More specifically, owners (including any family members, tenants, guests or invitees of owners) shall not interfere with, attempt to assert any control over or harass any Association employees, management employees, contractors, vendors, security staff, maintenance staff or other employee or agent of the Association in the performance of their services and / or duties on behalf of the Association.

**SECTION 21  
PETS**

All pets that may be found outside, whether intentional or accidental, must be registered to include a photo, age, weight, breed, veterinarian information, and evidence of annual vaccinations. Failure to comply will result in legal action to remove the offending pet. Pet registration forms may be found in Attachment B.

There shall be no exception for the compliance of County ordinances governing pets within Aventura Isles. All violations are subject to immediate legal action and the violations process. This includes Miami Dade's Cruelty Law, Leash Law, Pooper Scooper Law, Pit Bull Law, and all other ordinances. Bylaws 5.9, 6.22. This includes, but is not limited to, an absolute ban on any dogs that resemble a pit bull no matter what the breed mix shall be.

All pets must be accompanied by their owner and be secured on a leash while outside the subject property's boundaries. No pets are permitted free range throughout the community. Pets include, but are not limited to, dogs and cats.

No pets shall be permitted anywhere in the Management Office, Tot Lots, in or around the Pool, or on the common areas immediately adjacent to these facilities.

No pet shall be permitted to be fed outside and no food items shall be stored outside at any time.

**SECTION 22  
POOL RULES**

Aventura Isles Master Homeowner's Association, Inc. and its members, Board of Directors or Property Management Company and their representatives will in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.

Parents will be responsible for the conduct of their children at all times. Children under the age of 16 are not permitted in the pool unless under the direct supervision of their parents.

Members, their families, and guests shall have the right to use the Pool at any time it is open unless otherwise restricted by the Association.

No business activity, nor free classes, may be conducted in the pool or pool area without written authorization from the Association. Approval can only be granted with proper documentation including license of individual performing services, insurance copies naming Aventura Isles and its management company as an additional insured, and any other document deemed necessary by the Association.

Any group activity (including swim clubs, children's parties, celebrations, etc.) must be approved and scheduled through Management and Staff.

All persons entering or exiting the facility must wear shoes (for their protection). We also ask that all soles be dried to prevent slipping on tilted floor.

Florida law and Miami Dade Municipal Code govern the operation and activities permitted in the pool area.

No lifeguard is on duty at any time - use pool at your own risk.

Hours of operation are from dawn to dusk.

Shower prior to entering pool.

Towels may not be used to reserve chairs.

No food, drink, glass containers or alcoholic beverages are allowed in the pool or anywhere around the pool area or deck.

No smoking is permitted nor tolerated in the pool area.

No running, pushing or boisterous play is permitted in the pool area.

All radios, CD's tape players must have a set of headphones for listening.

Diapered aged children must wear rubber pants in the pool.

Floats and rafts may not be used in the pool.

No animals are permitted in the in the pool area.

No diving.

**SECTION 23  
TOT LOT/ PLAYGROUNDS**

These facilities are for the use and enjoyment of Aventura Isles Residents, their families and Invited guests only. Aventura Isles Master Homeowners' Association Inc., its membership, Board of Directors or Property Management Company and their representatives are in no way be liable for loss, damages, or injuries to any resident or guest in connection with the use of this facility.

Owners, their families and guest shall have the right to use the Tot Lot, Playground at any time they are available.

There is no night lighting of this area.

Play at your own risk.

The hours of operation arc from sunrise until sunset daily.

No food, drinks, smoking or glass containers are permitted on the lot.

The lot is not to be used for any purpose other than to play on the equipment provided.

Children 12 years of age and younger must be accompanied by and directly supervised by their parent.

Proper shoes must be worn at all times. Black soled shoes or bare feet are not allowed.

Proper attire should be worn at all times. NO bare chest and NO bathing suits.

For safety and enjoyment of others, please no excessive noise, screaming or sand/ mulch throwing or profanity.

No pets shall be permitted anywhere in or around this Tot/Playground or on the common area immediately adjacent to this facility.

Parents will be responsible for the conduct of their children at all times.

No smoking or glass bottle beverages are permitted.

Age requirements - Please refer to specific activity for information on age requirements. All age requirements will be strictly enforced. It is the duty and responsibility of the member to become familiar with these requirements and to cooperate in the enforcement thereof.

NOTE: THE PUBLIC HAS ACCESS TO ANY AND ALL AMENITIES FOUND WITHIN THE PARK LAND BUT DO NOT HAVE A RIGHT TO ACCESS FACILITIES INSIDE THE HOA COMMON AREA.

**SECTION 24  
ASSESSMENT COLLECTION POLICY**

*The Assessment Collection Policy shall not be construed to require receipt of actual notice to Owner of any reminder letters or demand letters as a pre-condition to record a Notice of Lien or to turnover delinquent account to an attorney or a collection agency.*

The following Assessment Collection Policy shall be followed for Aventura Isles Master Association, Inc.

Defined Terms:

- The due date is the first day of the quarter as defined by the governing documents.
- Late Charges means the charges applied to an account in compliance with Florida State Statute as described below.
- Owner means the owner of the property whose responsibility it is to bring an account current.
- Payment Plan means an Association-authorized written payment plan containing terms described below.

Late Charge: Pursuant to Section 9 of the CC&Rs and in compliance with Florida State Statute §720.3085 a Late Fee of Twenty-Five Dollars (\$25.00) or five percent (5%) of the amount of each installment that is paid past the due date, whichever is greater, will be applied to every account showing any part of an assessment (\$25.00 or greater) which is past due.

Interest: Pursuant to Section 9 of the CC&Rs, and Florida State Statute §720.3085 Interest computed from the due date of such assessment at a rate of eighteen percent (18%) per annum shall be applied monthly to every account showing any part of an assessment (\$25.00 or greater) which is past due. Interest shall not be compounded and is based on the past due assessment amount only.

**Assessment Collection Schedule**

- A written reminder will be sent to the Owner on the 10th day after the assessment due date stating that the Owner has a past due balance and Late Charge and Interest has been applied to the account. Payment must post by the close of business on the 10th day. The Owner is responsible for paying all late charges and interest. The Owner will have 15 days to submit payment.
- A written demand letter will be mailed to the Owner via regular first-class mail and Certified or Registered mail on or after the thirtieth (30th) day after the assessment due date. The delinquent account is assessed a fee for the preparation of the demand letter and the Owner is responsible for paying this fee.
- A notice of lien will be filed with the county recorder on every account that shows the assessment being at least ninety (90) days past due on monthly assessments. The delinquent account is assessed a fee for the preparation and filing of the notice of lien and the Owner is responsible for paying this fee. The lien shall not be released until such time as the account is paid in full.

- Any account showing ninety (90) days past due shall have the clubhouse rental access as provided through their assessments suspended until such time as the account is paid in full.
- After a Notice of Lien is recorded against the property, should the account remain outstanding, the account may be sent to an attorney or a collection agency at the discretion of the Board of Directors for further collection proceedings.

Any payment received by an Association and accepted shall be applied in the following order to:

1. Any interest accrued
2. Any Administrative late fee
3. Any costs and reasonable attorney's fees incurred in collection
4. Delinquent assessment

This paragraph applies notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

#### **Payment Plans**

The Board of Directors authorizes Payment Plans for past due balances (including past due assessments and related fees) (the "Debt") with the following terms:

- Payment Plans shall be in writing and signed by the Owner. Payments made without benefit of a written Payment Plan signed by the Owner will not be treated as payments toward the Payment Plan and collection activity shall be initiated in accordance with this Assessment Collection Procedures outlined above.
- The Payment Plan length and the amount of the monthly installments owed will be determined by the amount of the Debt:
  - If the Debt is less than \$500.00, a payment plan of six months (six equal monthly installments) will be offered.
  - If the Debt is \$500.01 to \$1,000.00, a payment plan of twelve months (12 equal monthly installments) will be offered.
  - If the Debt is \$1,000.01 or more, a payment plan of eighteen months (18 equal monthly installments) will be offered.
- Late Charges and interest as provided in this Assessment Collection Policy will not be charged on the Debt during the term of the Payment Plan so long as payments are received in accordance with the Payment Plan.
- The Owner will be responsible to pay additional assessments as they become due while a Payment Plan remains in effect. Future assessments cannot be included in the Payment Plan amount.
- All Payment Plans will be monitored by the managing agent.
- Upon default of Payment Plan, the Association and agent will resume collection efforts with the next step of the Assessment Collection Procedures without further notice to the owner based on where in the process the account was at the time the Payment Plan commenced.

### **Waiver of Past Due Amounts**

The Board of Directors will generally not consider waiver of late fees, lien fees, attorneys' fees, or other collection costs incurred on an account where the assessments were not paid in accordance with the Assessment Collection Policy through no fault of the Association or its Agent(s). However, the Board of Directors retains full discretion to make business decisions concerning the collectability of accounts and their compromise or settlement.

### **FINE AND APPEAL POLICY**

Pursuant to the Declaration, the Association shall have the right to adopt a schedule of fines for violation of any provision of the Governing Documents. The following Fine Policy and Appeal shall be followed for Aventura Isles Master Homeowners Association, INC.:

**Notice of Violation:** Upon inspection of the property, if a violation is apparent, the Association shall prove an initial notice of violation to the Owner(s) requesting compliance within ten (10) days. No fine shall be applied at this time.

**Notice of Right to Appeal:** If violation still exists five (5) days after the initial notice of violation, the Association shall prove the Owner(s) a second notice that includes specific instructions about how to appeal a violation. The Resident(s) have thirty (30) days to submit the online appeal from the date at the top of the letter. The Committee will schedule in-person, five minute meetings based upon the resident's request during the online appeal process. No fine shall be applied until the in-person meeting has concluded.

Appeals are to be completed online at: <https://www.aventuraisleshoa.com/violation-appeals>. The option is listed in the website menu as "Violation Appeals."

### **Important Operational Information:**

- A hearing shall be held by the Grievance Committee in which the Resident(s) will be permitted to speak and present evidence concerning the violation in a timed manner should the Resident request to be heard in-person.
- After reviewing the testimony, if any, and all evidence, the Grievance Committee shall determine if a violation exists on the subject property, by a majority vote of committee members.
- If the Grievance Committee determines that a violation exists, the Grievance Committee may impose a fine of \$100.00 per day, up to the statutory maximum of \$1,000.00 to begin the following day per specific incident.
- Nonattendance by the Resident(s) shall not prevent the Grievance Committee from reviewing the evidence and rendering a decision concerning the violation and possible fine.
- If the Grievance Committee imposes a fine, the Association, or its agent shall provide the Owner(s) with notice of the hearing results, informing the owners that a fine is being imposed immediately.
- No appeal of the Grievance Committee decision is permitted, as Florida Statute 720.306 does not require any such appeals process. Due process is satisfied by allowing the Resident the opportunity to present arguments, evidence, and challenges at the previously scheduled hearing.
- Each notice shall contain a clear description of the underlying violation and shall provide information to the Owner(s). Separate notices shall be provided for separate violations.

- All notices are to be sent by email to the Owner(s) at the email address on file with KW Property Management. Florida law does not require notice to be sent by certified mail.
- Should any fine reach \$1,000.00, the Association shall have the right to record a lien against the property to secure payment and commence other legal and self-help actions.
- The Association shall have the right to seek collection of any fine imposed, whatever the amount, through any permitted collection activity as provided for by Florida Law. The Owner(s) shall be liable for any collection costs incurred by the Association.

**Any violations related to security, safety, and/or the harassment of staff shall be excluded from the standard violation notice process. An appeal shall be permitted on the date listed on the notice emailed to the Owner(s) of the residence in question.**

## SECTION 25

### ENVIRONMENTAL INSTITUTIONAL AND ENGINEERING CONTROLS AND REQUIREMENTS

As stated above, Aventura Isles is an approximately 150-acre property ("**Property**") which was used for agricultural row crop production prior to 1945 until 1967 when it was developed as a golf course. The former Williams Island golf course closed in approximately 2012. The Property was redeveloped to the current Aventura Isles residential project consisting of 487 single family homes and 166 townhomes for a total of 653 residential units ("**Project**"). The Property is subject to the Master Declaration of Covenants and Restrictions of Aventura Isles ("**Master Declaration**"), and the Declaration of Covenants and Restrictions of Isles Townhomes ("**Townhome Declaration**") applies to the townhome component of the Project. These Section Twenty Five rules and regulations apply to the entire Property, including all homeowners, tenants, visitors and workers.

Because of the prior golf course and agricultural uses, the redevelopment of the Property to the Project was required to undergo strict and extensive review and compliance with the environmental regulations of the Miami-Dade County Department of Regulatory and Economic Resources – Division of Environmental Resources Management ("**DERM**"). With the close oversight of DERM, the Property was evaluated prior to and during redevelopment and determined to contain contaminants in the groundwater and soil that are commonly associated with the past agricultural and golf course uses. The subsurface contamination (which may include groundwater and/or soil contamination, depending on the location at the Property) is primarily limited to ammonia, nitrate, arsenic and chlorinated pesticides ("**Contaminants of Concern**" or "**COCs**").

Aventura Isles has elected to implement institutional and engineering controls on the Property as part of its efforts to obtain approval for a No Further Action with Conditions ("**NFAC**") proposal submitted on behalf of Aventura Isles to DERM pursuant to Chapter 24 of the Code of Miami-Dade County. In connection with the NFAC proposal for the Property, Aventura Isles Master Association, Inc. has proffered the conditions and requirements contained in Attachment C to Miami-Dade County, and in addition, Aventura Isles Master Association, Inc. has proffered and agreed that any and all of the provisions in Attachment C may be enforceable by Miami-Dade County as regulations, in the discretion of Miami-Dade County in the same way that Miami-Dade County may enforce other regulations. Nothing in Section Twenty Five or Attachment C shall create or be construed to create any contractual rights, contractual relationships, or third party beneficiaries between Aventura Isles Master Association, Inc., or its homeowners, tenants, visitors or workers, and Miami-Dade County. The provisions in Attachment C shall be enforceable by Miami-Dade County as regulations, and by permanent, temporary, prohibitory and mandatory injunctive relief, as well as other means provided for by law or ordinance, against Aventura Isles Master Association, Inc., homeowners, tenants, visitors, or workers. Because Section Twenty Five and Attachment C relate to Miami-Dade County's NFAC requirements, any changes to Section Twenty Five or Attachment C by the Master Homeowners' Association may result in the revocation of the NFAC and enforcement actions by Miami-Dade County. It is therefore strongly advised that written approval be obtained from Miami-Dade County DERM before any changes to Section Twenty Five or Attachment C are considered.

The Master Homeowners' Association shall implement and enforce the following conditions, in order to ensure compliance with Attachment C, and failure to comply will subject owners and tenants to enforcement and fines by the Master Homeowners' Association. Any such enforcement, or lack thereof, by the master Homeowners' Association, or any other person or entity, shall have no effect on the

authority and ability of Miami-Dade County to enforce the provisions contained in Attachment C. The conditions to be enforced by the Master Homeowners' Association are as follows:

- Groundwater from the Property shall not be used for drinking water purposes.
- Groundwater from the Property shall only be withdrawn for the purpose of pollution monitoring, and any such withdrawals shall be done only by qualified/trained and HOA-approved individuals, for monitoring of COCs.
- The soil excavation provisions in Attachment C shall be complied with at all times. Such provisions include, but are not limited to, prohibitions on excavating soil and prohibitions on removing permanent cover material such as concrete or asphalt.
- Prior to the entry into a landlord-tenant relationship with respect to any portion of the Property, the owner agrees to notify in writing all proposed tenants of the provisions of Section Twenty Five and Attachment C, and the lease shall contain a provision that requires compliance with the provisions of Section Twenty Five and Attachment C.
- For the purpose of inspecting for compliance with the above conditions, the Master Homeowners' Association shall have access to the Property at reasonable times and with reasonable notice to owners and tenants within a particular parcel or unit on the Property. The Master Homeowners' Association shall also have the authority to grant such access to Miami-Dade County for the purpose of inspecting for compliance with Attachment C.

## **SECTION 26**

### **ARCHITECTURAL GUIDELINES OVERVIEW**

All homes proposed for construction in *Aventura Isles* are subject to the review and approval of the Architectural Review Committee (ARC). The committee will review and approve all aspects of new construction (and later modifications) of the homes including, fences, accessory building, play structures, painting or other alterations of a dwelling including doors, windows, roofs, and other exterior cosmetic or outdoor ornamentation.

Architectural Guidelines are established to ensure and implements consistent and high-quality design standards. They will serve as a framework for design concepts and provide performances and quality standards that will guide the design and construction to establish more restrictive Architectural Guidelines for individual neighborhoods within *Aventura Isles*.

No exterior home improvement may be started without the ARC'S final approval of the building plans and specifications. The plans and specifications must meet the minimum Architectural Review Submittal Requirements outlines on page (5) five.

The ARC reserves the right to revise and update the allowed components and materials as allowed in Florida Statute, the design criteria as well as the performance and quality standards at any time in order to respond to future community requirements as well as to new product development and renovations within the home building industry.

#### **ARC - ORDINANCE AND STANDARD COMPLIANCE**

Any changes required to comply with applicable municipal codes that are subsequent to the ARC'S final approval must be resubmitted to the ARC for its approval. The committee may request a meeting to discuss modifications of the drawings or the specification.

The Association is not liable for any ARC request granted that does not comply with applicable law, ordinances, and building codes. ARC requests are presumed to be valid within the law, ordinances, and building codes.

Ensure that any ARC request shall comply with the governing documents to include the articles of incorporation, bylaws, and information found inside this manual.

#### **ARC MODIFICATIONS – GENERAL INFORMATION**

The Architectural Review Committee (ARC) shall have exclusive jurisdiction over modification, addition, or alterations made on or existing structures in accordance with the CCR'S and Master Architectural Guidelines. All modification requests must be submitted using the Architectural Review Committee Form found in Attachment A.

Homeowners residing on the outer perimeter, which faces county park space, of the single-family homes may be eligible to replace current fence or install a new PVC fence, subject to the homeowner(s) applying

for and receiving the prior written approval of the Association / ARC per the Association's governing documents and established architectural guidelines and criteria. Homeowners will be required to follow the ARC approval process, to install a complete PVC fence around their rear and side property boundary.

All alterations, additions or improvements on the exterior of the subject property require an approved ARC request pursuant to the Association's governing documents and established architectural guidelines and criteria. This includes, but is not limited to, alterations, additions and/or improvements to the house, driveway, and/or landscaping.

Unapproved modifications, additions or improvements must be removed immediately. The Association reserves the right to utilize the violations process and/or the self-help remedies outlined in the governing documents to remove the unapproved modification at the homeowner's expense plus an additional 10% charge.

Homeowners are subject to both legal action and fines from the Association for failure to comply with the ARC process.

All residents are advised that any excavations below 18" inches from the surface or penetration through ECs of permanent cover material must obtain and abide by the Aventura Isles soil excavation requirements (see Attachment C).

#### **EXTERIOR MODIFICATIONS REFUNDABLE DEPOSIT**

Any construction of a structure that requires digging more than 4 inches into the ground requires a fully refundable deposit to be made to the Association. Pool construction requires a \$10,000 deposit. Fence construction requires a \$2,000 deposit. All other construction requires a \$2,000 deposit. Deposit funds will be used to repair any damage caused to common area properties to include, but not limited to, irrigation systems and landscaping.

Any construction of a structure that requires digging, to include but not limited to pools, or building on top of, to include but not limited to paver patio extensions, irrigation mains requires prior signature of the irrigation supervisor and a letter of agreement to notify the Association in writing a specified number of days prior to commencement of work. The required notice period will be established by Management to comply with operational constraints.

#### **ARCHITECTURAL REVIEW COMMITTEE**

The Architectural Review Committee (ARC) approves or denies all submitted complete applications. Any application that is incomplete may not receive a response from the Committee or the Association.

#### **FUNCTION OF THE COMMITTEE**

1. The ARC will evaluate each of the housing units or improvements/ modifications proposed for construction to assure conformity with the design criteria, performance and quality standards set

forth in the Architectural Guidelines as well as compatibility. With the adjoining sites and common spaces.

2. If conflicts arise between the submitted application and the Architectural Guidelines, the ARC shall have the sole discretion to interpret Standards and render a decision.
3. The ARC has the right to grant variances from the Architectural Guidelines in accordance with the Declaration of Covenants, Conditions and Restrictions (CCR's).
4. The ARC has the right to monitor and oversee the design construction process in order to ensure conformance with the approved plans and the standards set forth in the Architectural Guidelines.

### **ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS**

A complete architectural application must be made for any form of consideration to be made upon the request.

An initial submission shall be reviewed by the ARC at no cost, however, should an initial design be rejected by the ARC because of failure to meet the Guidelines' minimum standards and a subsequent review is required, the ARC resubmittal shall require a charge of \$200.00 Architectural Review Fee payable to Aventura Isles Master Home Owners Association, Inc. for the subsequent Submission and an additional \$200.00 fee for each subsequent submission thereafter.

The appropriate page(s) of the Architectural Review Committee's application must accompany all submissions. (Sample form found in Attachment A). The committee reserves the right to take as many as thirty (30) days to approve or disapprove any submissions. The thirty (30) days does not commence until a complete application packet is received by the Association and any applicable fees have been paid.

Review Attachment A and the architectural instructions found therein. Furthermore, ensure that you complete the following requirements:

1. To protect yourself and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC., from liability exposure, all contractors doing work at your residence (i.e. - decorators, flooring companies, etc.) must be licensed and insured.
2. A copy of each of the following must be filed with the Management Office prior to the contractor commencing work:
  - a. Current Certificate of Insurance for General Liability Insurance with limits of at least \$500,000.00 and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC., as an Additional Named Insured and Certificate Holder.
  - b. Current Certificate of Applicable Worker's Compensation and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. as an Additional Named Insured and Certificate.

- c. Insurance - Certificate Holder Must State:  
 AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC.  
 C/O KWPMC INC.  
 605 NE 193<sup>rd</sup> Street  
 Miami, FL 33179
  - d. License and applicable permits.
3. No contractor shall be given access to your home without prior submittal of these documents to the Management Office.
  4. All governmental permits must be submitted to the Management Office and posted prior to commencement of work.
  5. Home Access Authorization forms signed by the resident must be filed prior to commencing work.
  6. Architectural modification application form with plans must be signed and approved.
  7. All applicable fees must be paid prior to commencement of work.
  8. A proposal for excavation in the event excavation is proposed to a depth greater than 18 inches or a penetration through engineering controls (ECs) of permanent cover material (driveways, building foundations, pavers, concrete, and asphalt pavement) over contaminated soil ("ECs of permanent cover material"). (See Attachment C).
  9. Excavation-related work must obtain written approval from Miami-Dade County if it meets any criteria within Attachment C.

#### **FUTURE INFRASTRUCTURE REPAIRS**

The unit owner is liable for the costs to remove and replace any alteration that impedes access to any Association-maintained or utility infrastructure. The cost of the damage to the underlying infrastructure may be chargeable to the unit owner if the damage was caused directly or indirectly by the modification.

#### **SECTION 27 SINGLE FAMILY HOMES AND TOWNHOMES SITE STANDARDS**

The information provided in this section covers standards for Aventura Isles. For additional information concerning specific neighborhood standards, please consult with the Architectural Review Committee.

Consult the governing documents for specific information on items not herein contained.

The Master Developer has provided a master neighborhood- grading plan in addition to other planning and implementation guidelines and procedures, in an effort to minimize alterations to the land and impact to the ecosystems. Care shall be taken to preserve vegetation, topography, and the natural grades and drainage systems. This philosophy must be followed at all levels of development.

All lot grading top of foundation elevations must be planted and constructed in accordance with the Aventura Isles master grading plan and the Miami Dade County lot grading ordinances. Any deviations from the master grading plans, for any lot, must be approved in writing in advance.

Prior to commencing clearing and construction, a silt fence must be installed on any lot that has a park, or any lake wetland, conservation area or common area.

All residents are advised that any excavations below 18" inches from the surface or penetration through ECs of permanent cover material must obtain and abide by the Aventura Isles soil excavation requirements (see Attachment B).

### **SCREEN PLANTING EASEMENTS**

Easements have been provided to buffer some adjacent roadways. No buildings, fences, driveways or permanent structures shall be constructed within screen planting easements.

### **TREE PRESERVATION**

No trees in any lot may be removed without the express written approval of Association, its landscape contractor, and any applicable governmental agency. Express written approval from the Association must originate from the Board and Management companies. ARC approval DOES NOT satisfy this requirement.

Locations, sizes, and species of all existing trees must be shown on a lot surveys and building site plans submitted for Architectural review.

Miami Dade County's preservation ordinance must also be followed. This shall require a permit be issued for each tree removal.

All single-family units must maintain a minimum of three shade trees on its property. No palm can be used to satisfy the shade tree requirement per Miami-Dade ordinance.

### **LANDSCAPE ALTERATIONS**

Aventura Isles is planted under a master landscape plan and all plants and their locations have been approved by a Florida Licensed Landscape Architect and Miami Dade County.

Plants and trees may not be removed, discarded or replaced without the written authorization of the Association. Should landscape need to be moved for a particular reason please submit a request to the Association with the following information:

1. Complete site plan of your lot.
2. Current location of the landscape affected drawn on plan.
3. Desired placement of the landscape shown on plan.
4. If plants or trees are to be substituted, include the common name and botanical name of the substitution.

5. Miami Dade County has strict regulations on the types and sizes of the plants allowed to be planted in this area. Please review the accepted plant list at the following location:

<http://www.miamidade.gov/zoning/library/studies/landscape-manual-new-draft.pdf>

Please be aware moving of landscape may also require the modification of the irrigation system at the homeowner's expense.

All single-family units must maintain a minimum of three shade trees on its property. No palm can be used to satisfy the shade tree requirement per Miami-Dade ordinance. Additionally, the County requires that each single-family unit maintain a minimum of thirty (30) shrubs. Shrubs must contain a specific minimum of native plants. See Miami's ordinances for specifics.

### **IRRIGATION ALTERATIONS**

All irrigation components including spray heads, underground piping, wiring, valves and pumps are property of the Master Association.

No irrigation component may be altered by any homeowner or private contractor.

Only the Association's contractor is granted the right to modify the irrigation system.

Requests for modification must be submitted in writing with the following documentation attached:

1. Complete site plan of your lot.
2. Current location of components affected drawn on plan.
3. Desired placement of components shown on plan.
4. Types of plants spray are intended to cover.

The Association retains the right to have its own contractor modify or repair the irrigation system at the homeowner's expense. The expense may include secondary repairs caused by initial damage to the system.

No ARC involving and form of digging or irrigation changes shall be approved without written confirmation from the Association's irrigation contractor that the resident is working with the contractor with respect to irrigation concerns.

### **COLOR SCHEMES**

Approval color variations shall be within a family or range of aesthetically complementary and compatible colors. The Architectural Review Committee shall also evaluate the proposed building trim colors and their relationship to the main field color.

Please contact Management for original color codes when necessary repairs or repainting of the original colors are needed.

**GUTTERS AND DOWNSPOUTS**

Approved Criteria: The gutters and downspouts must match existing colors division gutters.

**SCREENING AND BUFFERING**

Water softeners, sprinklers controls, pool pumps/heaters, trash containers and other similar devices must be fully screened from view and not visible from roadways, adjoin property and common areas. Screening or buffering may be accomplished through the use of walls and/or landscape materials providing 100% capacity.

**PATIO INSTALLATION SPECIFICATIONS**

All proposed patio installation must be submitted to and approved by the Aventura Isles Architectural Review Committee prior to installation. (Sample form found in Attachment A).

The following information must be included with each submittal:

1. Two copies of a final survey with the house footprint indicating the exact location, size, and distance from side and rear property lines of the proposed patio.
2. The complete dimensioned construction details of the patio including: size, type and dimensions of the interlocking details, railings, seats, privacy walls and stairs.

Material Requirements: Patios must be of brick or unilock brick materials.

Color Requirements: Patios concrete or brick material colors should complement the house.

No patio construction can extend into a screen planting easement or required side setback. No patio shall be constructed within five (5) feet of a rear lot line. MDC requirements of the State of Florida regulatory agencies may be more restrictive than above. The more restrictive condition shall be enforced.

**ACCESSORY STRUCTURES**

All accessory structures must be installed and maintained in accordance with Florida and Miami Dade code to include, but not limited, weather-related requirements. All structures, to include swing sets, must be approved in writing by the ARC prior to construction.

The following items must be supplied for submittal to the ARC:

1. Two copies of a final survey indicating the location of the accessory on the home cite relationship to the existing house and all adjacent property lines; the survey must be drawn to scale and be fully dimensioned.
2. A color photo, brochure or scaled drawing showing what the new accessory will look like.
3. A description of the exterior accessory specifying materials and colors.
4. Two copies of a landscaping plan indicating the specific plants proposed as the landscaping screening, including height and spacing at installation, height at maturity, quantity and species. Also indicate plant location on the final survey.
5. All plants must be approved by Dade County and ARC. Please go to warranty website for the link to Miami Dade Landscape Manual.

No free-standing structures similar to cabanas, tents, trellis, trampolines or Tiki Huts are permitted at any time.

#### **PLAY STRUCTURE AND SWING SETS**

All play structures and swing sets must be placed in the rear yard and out of view from the street, for all standard rectangular shaped lots. Structures should be less than 10' feet in height and should not create a nuisance to adjoin neighbors.

All approved structures must be securely fastened to the ground to prevent movement during high winds.

No storage of any kind may be made underneath said structures.

Structures must be properly maintained and in good appearance at all times. Play structures must be screened from the roadway view with approved natural hedging or approved fence material.

No trampolines are permitted.

Photo of structure must be submitted with application and exact location noted on the survey.

#### **BASKETBALL GOALS**

No permanent basketball goal is allowed in the Association. No portable basketball goals may be left visible in the front or side of the house when not in-use and must be stored in the garage when not in-use.

Basketball goals may be left in the backyard pursuant to an approved ARC application and pursuant to the following rules and requirements:

1. When not in use, goal/hoop will be lowered/closed (similar to patio umbrellas)
2. During periods of inclement weather such as tropical storm or hurricane watches or stronger, the goal/hoop will be stored in the garage (along with other patio furniture)
3. Goal/hoop cannot be on grass or sprinklers and must be on the patio of the house.
4. To avoid tipping over during periods of strong winds, goal/hoop must be filled to capacity with either water or sand, with a minimum of 200lbs\* of weight. No additional items may be placed on top of the unit to add additional weight.
5. A 27-gallon base filled with the standard polymer solution and water will provide 216lbs of base weight.
6. At all times, proper upkeep of the goal/hoop must be maintained in line with Community standards. This included but is not limited to: the goal/hoop must have a new-looking net and rim, the net must not be ripped or torn in any fashion, no discoloration or rusting of goal/hoop, uniform color without blemishes, and no damaged or broken backboards.
7. All basketball goals/hoops must be pre-approved by the Association. Therefore, specifications including product brochures must be submitted for review. The Association does not guarantee any pre-purchased goal/hoop will meet the standard or be approved under this use.
8. As with all other items, the homeowner is responsible for all damage that may occur by this item.

The only type of basketball standard approval for Aventura Isles includes a freestanding backboard made of clear acrylic in a rectangular or fan shape. Backboards may not contain team or advertising logos, bright colors or any other type of advertising, other than the manufacturer's company identification logo.

No basketball goal may be left outside when not in use without obtaining satisfactory approval from the Association's ARC process. (See submittal form in Attachment A)

#### **HOUSE NUMBERS**

Are pre-assigned and maintained in conjunction with the United States Postal Service cannot be changed.

#### **FLAGS**

Freestanding flagpoles are not allowed. Only the American flag may be displayed on pole mounted on the front of houses. Flags may not exceed 3 feet by 5 in size and there shall be no more than one flag on any house.

#### **ANTENNAS & SATELLITE DISHES**

All exterior antennas and all satellite dishes in excess of one meter in diameter are prohibited in Aventura Isles. For satellite less than one meter in diameter, prior to installation, homeowners shall submit detailed plans to the ARC for all proposed installations, properly scaled and dimensioned, for review and approval. The ARC approval shall be consistent with FCC rules implementing Section 207 of the Telecommunication Act.

The requirements in Attachment A will guide the ARC and homeowners in planning and reviewing the sighting of all satellite dish and microwave antennas installations and are established to assure the safest possible location and operation of satellite dishes while preserving and enhancing reasonable and consistent aesthetic standards.

All antenna or dish structures must be mounted on the owner's side of the house, no more than 10 feet from the rear-most corner and cannot overhang above common area property or the property of a neighbor.

#### **LIGHTING**

Any exterior house lighting for aesthetic purposes shall be kept close to the exterior wall of the house. Lighting fixtures shall be carefully oriented to avoid directing light towards adjacent property and the street. No light trespass will be permitted onto adjacent properties.

No color light sources shall be allowed unless seasonal or temporary in nature.

No light source is permitted in the grass of the property.

## **POOLS, SPAS AND ENCLOSURES**

All residents are advised that any excavations below 18" inches from the surface or penetration through ECs of permanent cover material must obtain and abide by the Aventura Isles soil excavation requirements (see Attachment C).

Pools and spas shall be located with respect to the main structure and relationship to the sun in both summer and winter. Features such as existing trees, noise from pool equipment and views from adjacent properties can seriously impact the usage and enjoyment of pools and spas and shall be carefully considered before final placement is selected.

Swimming pools shall not be above ground.

Pools shall be enclosed by a screened enclosure of bronze color and material that will be determined by the ARC. Mill- finish aluminum roofing is not permitted. The pool may be fenced with PVC or aluminum fencing and must meet local ordinances (please refer to Walls & Fencing on page 12). No aluminum roofing or sheet metal panels will be permitted.

Landscaping must be incorporated to help modulate and soften the overall appearance of the screened enclosure.

All pool and spa equipment may be required to be screened so that it is not visible from any street, common areas (lake) or adjacent property. Screening or buffering may be accomplished by the use of walls and/or landscape materials providing 100% opacity.

Pool enclosures cannot exceed one story and must be attached to the house and satisfy the Accessory Structure requirements.

Pool decks must comply with Patio requirements to include setbacks.

## **TENNIS COURT**

Said structures are expressly forbidden.

## **WALLS AND FENCING**

Retaining walls are not permitted.

All residents are advised that any excavations below 18" inches from the surface or penetration through ECs of permanent cover material must obtain and abide by the Aventura Isles soil excavation requirements (see Attachment C).

ALL proposed fence installations must be submitted to and approved by the ARC prior to installation. (Sample forms found in Attachment A).

Rear and side yard fencing is limited to the following materials: white PVC fencing and bronze 4-foot aluminum fencing.

A few general guidelines will apply to all fences:

1. Fencing will be under capacity scrutiny of the Architectural Review Committee to comply with the design compatibility and shall be in keeping with the Architectural style and materials used in the neighborhood.
2. Fence color material will be standard for all homes as determined by the ARC.
3. Fence locations shall be submitted along with the Site Plan will not be approved without the fence locations.
4. Four 4' foot bronze aluminum picket is allowed on the property line of lake and park lots only 6' foot solid white PVC fencing is allowed on other lots at the ARC discretion.
5. Side yard fences will not be permitted within ten (10) feet of the front of the house. The ten (10) feet shall be measured from the front horizontal boundary of the structure, and adjacent homes not including the garage nor the covered walkway or porch.
6. Fences cannot be placed on the landscape easements. Fences may extend into utility easement at the owner's risk.
7. Fence locations on comer lots may be further restricted due to side yard visibility constraints, side yard setback restrictions, and the location of homes on adjoining property. Comer lots will be handled on a case-by-case basis. You may request specific information on your comer lot setbacks prior to submittal of a plan.
8. Fences must be placed so the face of the fence is inside the property line. All fencing must be installed with the horizontal railings on the interior, lot side of the fence.
9. Fences adjacent to sidewalks must be a minimum of 3' feet away from sidewalk and have landscaping in-between fence and sidewalk.
10. Refer to Attachment A for Fence Specifications.

#### **MODIFICATIONS NOT LISTED ABOVE**

The Association, per the governing documents, maintains the right to set standards for all exterior modifications. Any item not expressly explained above may be denied or required to be altered to maintain the standard appearance of the Association. Additionally, any item deemed unacceptable may be denied per the governing documents.

ATTACHMENT A

ARC SUBMISSION CHECKLIST

It is the resident’s responsibility to review the requirements to submit an ARC application and to ensure that the work complies with Association and with governmental requirements as reminded above. Failure to submit all necessary documentation, or submitting an incomplete application for approval, shall result in up to \$200 additional charges for each additional submission per the governing documents.

Review and initial the following:

- 1. \_\_\_\_\_ Review of all governing documents to included by not limited to the bylaws and the latest rules book.
- 2. \_\_\_\_\_ Review of Miami-Dade code and ordinances to ensure compliance with government regulations.
- 3. \_\_\_\_\_ Obtain and complete all necessary documentation to include a site plan, description of work, images of work examples, certificate of insurance from contractor, executed contract for the removal of contaminated soils, and any other documentation a specific request requires.
- 4. \_\_\_\_\_ Review and ensure compliance with Miami-Dade planting/landscape requirements to ensure exterior complies with County regulations for tree and shrubbery mix. See rules book for details and citations for the Government regulations.
- 5. \_\_\_\_\_ Obtain written agreement with Association irrigation contractor certifying work will be completed by Association contractor for any irrigation alterations or certifying no work is necessary for irrigation concerns. The Association owns the irrigation system and only its contractor is authorized to work on the system.
- 6. \_\_\_\_\_ Obtain written agreement with Association landscaper contractor for any and all work with respect to the minimum tree and shrubbery requirement. All work related to Miami-Dade landscape code must be completed by the Association’s contractor. This includes all work with the mandated specie-specific three trees and shrubbery.
- 7. \_\_\_\_\_ Obtain and submit the necessary deposit to the Association along with the application. Deposit amounts are work dependent and are found in the governing documents.

Owner Signature:	Date:
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ATTACHMENT A



AVENTURA ISLES MASTER HOMEOWNERS ASSOCIATION, INC. APPLICATION FOR ARCHITECTURAL REVIEW COMMITTEE

Hand deliver or email this form and all required supporting documentation. The office is located at 605 NE 193<sup>RD</sup> ST, MIAMI, FL 33179 Email: officeadministrator@aventuraisleshoa.com

Form with fields: Name of Owner (s), Email Address, Street Address, Date of Commencement, Lot #, Phase #, Phone number.

Approval is hereby requested for the following modification(s), addition(s) and/or alterations as described below and on attached pages:

- List of options with checkboxes: Addition, Solar, Exterior Paint, Yard Art/Wall Art, Screen Enclosure, Driveway Reseal, Pool/Spa, Exterior Lighting, Doors, Pavers, Fence/Gate, Other, Landscaping, Swingset/Playset, Satellite Dish.

IS THIS A RESUBMITTAL? YES NO
NAME OF COMPANY/PERSON PERFORMING THE WORK:
ALL REQUIRED DOCUMENTS AND EVIDENCE ATTACHED? YES NO
DID YOU INCLUDE WRITTEN APPROVAL FROM ASSOCIATION CONTRACTORS? YES NO

Description of Work: [Blank lines for text entry]

Owner Signature: Date:

**ATTACHMENT A**

Prior to commencing any exterior work that requires any form of digging, to include hand or mechanical, you will first need to have the irrigation lines on your property marked by Creative North Inc. Any alterations to the irrigation system can only be performed by Creative North Inc. at the homeowner's expense. Additionally, any work with respect to County mandated landscaping must be conducted by Creative North Inc. Contact Creative North Inc. to make arrangements and provide contracts or written documentation from Creative North Inc. and include it in this application submittal.

Pool installations must follow the soil remediation procedures set forth in the Rules and Regulations document and as required by Miami-Dade Code, in particularly mandated by the Dept. of Environmental Resource Management.

A refundable deposit as required by the governing document must to be submitted along with the application. The deposit amounts can be found in the Rules and Regulations manual.

Any costs incurred by the Association for damages caused to Association property of any time will be charged back to the homeowner with an additional 10% per governing documents.

The Association is not liable for any approvals which violate the governing documents and/or the law. Each homeowner is responsible for reviewing all necessary documentation to ensure modifications are in compliance. This includes, but is not limited to, building and zoning permit/code requirements, free-standing structure prohibitions, and the Miami Dade landscaping code requirements.

Access to construction area is only allowed through your property, and you are responsible for any damages. If access is needed through neighboring properties, an Access Agreement Form is required.

All work must be inspected following completion. The homeowner must notify the Association so that an inspection may be arranged.

By signing below, you agree to all the aforementioned and understand that you will be liable for any costs associated with failures to abide by the law and governing documents. To review the latest governing documents and guides, please visit [www.AventuraIslesHOA.com](http://www.AventuraIslesHOA.com).

Owner Signature:	Date:
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**ARC - Release of Liability**

## ATTACHMENT A

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this \_\_\_ day of 20\_\_\_ by the undersigned Owner(s) or Lessee(s) of Home \_\_\_\_\_ located in the AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Association").

Whereas, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through or under them, the "Personnel") to perform work within the undersigned's Home subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$500,000.00 and AVENTURA ISLES MASTER HOMEOWNER'S ASSOCIATION, INC. as additional named insured; a current certificate of applicable Workers Compensation Insurance will be required; a copy of applicable licenses and required permits.

Therefore, in consideration for being permitted the benefit of allowing the Personnel to perform work within the undersigned's home and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledge that the Work performed by such Personnel within their Home shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liabilities for the Work performed by such Personnel and further acknowledge and agree that the Association has made no representations regarding the Personnel's ability or qualifications to perform the work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Home shall be at the undersigned sole risk and the Association shall not have any responsibilities or liability for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the Work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guests and invitees and all members of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of our resulting from the contractor or vendor's entry to the undersigned's Home and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death and to damages, theft or injury to and destruction of real or personal property including loss of use arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Home.

We have read this Release and understand and agree to all of its terms. We execute it voluntarily and

**ATTACHMENT A**

with full acknowledge of its significance.

Name of Owner (s):	Email Address:
Street Address:	
Owner(s) Signatures:	
Date:	

ATTACHMENT "B"

PET REGISTRATION CHECKLIST

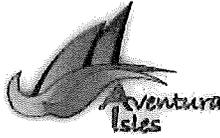
It is the resident's responsibility to review the requirements for pet ownership in Miami Dade County and for pets living within Aventura Isles.

Review and initial the following:

- 1. \_\_\_\_\_ Review of all governing documents to included by not limited to the bylaws and the latest rules book discussing pet ownership.
- 2. \_\_\_\_\_ Review of all Miami-Dade laws to included by not limited to the leash law and pet waste law. <http://www.miamidade.gov/animals/pet-laws.asp>
- 3. \_\_\_\_\_ Understand that pet registration is required for all pets and not just dogs.
- 4. \_\_\_\_\_ Understand that supporting documents must be submitted including an annual photograph and annual vaccination records of the pet. Vaccination records are only required for pets that must be vaccinated per law.
- 5. \_\_\_\_\_ Understand that Aventura Isles reserves the right to require any or all pets submit to DNA testing at a future date to determine pet owners not collecting dog waste and that all charges will be charged to the infringing residence account for such services.

Owner Signature:	Date:
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ATTACHMENT "B"



**AVENTURA ISLES MASTER HOMEOWNERS ASSOCIATION, INC.  
PET REGISTRATION FORM (ONE PET PER FORM)**

Hand deliver or email this form and all required supporting documentation.  
The office is located at 605 NE 193<sup>RD</sup> ST, MIAMI, FL 33179  
Email: officeadministrator@aventuraisleshoa.com

Resident Name: \_\_\_\_\_  
Resident Address: \_\_\_\_\_  
Resident emergency contact information: \_\_\_\_\_

Pet name: \_\_\_\_\_  
Pet type:        DOG    CAT    OTHER: \_\_\_\_\_  
Pet breed: \_\_\_\_\_  
Pet age: \_\_\_\_\_  
Pet weight: \_\_\_\_\_ (Pounds)  
Length of pet ownership: \_\_\_\_\_

Veterinarian name: \_\_\_\_\_  
Veterinarian Address: \_\_\_\_\_  
Veterinarian Phone: \_\_\_\_\_

Does your pet remain indoors at all times?    YES    NO  
Has your pet been or will it be outside on Association premises at any point?    YES    NO  
Does the subject property have a fence around the entire backyard premises?    YES    NO

Owner Signature: _____	Date: _____
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**ATTACHMENT "C"**

INSTITUTIONAL AND ENGINEERING CONTROLS RUNNING WITH THE LAND IN  
FAVOR OF MIAMI-DADE COUNTY

This Attachment C covers the properties legally described as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

Aventura Isles Master Association, Inc. has proffered the conditions and requirements contained in this Attachment C to Miami-Dade County in connection with Aventura Isles' efforts to obtain approval of its NFAC proposal, and in addition, Aventura Isles Master Association, Inc. has proffered and agreed that any and all of the provisions stated herein may be enforceable by Miami-Dade County as regulations, in the discretion of Miami-Dade County in the same way that Miami-Dade County may enforce other regulations. Nothing in Section 25 or Attachment C shall create or be construed to create any contractual rights, contractual relationships, or third party beneficiaries between Aventura Isles Master Association, Inc., or its homeowners, tenants, visitors and workers, and Miami-Dade County. The provisions stated herein shall be enforceable by Miami-Dade County as regulations, and by permanent, temporary, prohibitory and mandatory injunctive relief, as well as other means provided for by law or ordinance, against Aventura Isles Master Association, Inc., homeowners, tenants, visitors, or workers. As such, the Master's Homeowner's Association, owners, tenants, visitors and workers shall be subject to the following:

- A. The Master Homeowner's Association has elected to implement institutional and engineering controls on the Property to obtain approval for an NFAC proposal pursuant to Section 24-44 (2)(k)(ii) of Chapter 24 of the Code of Miami-Dade County, Florida. The institutional and engineering controls that are applicable to the Property are set forth below. These institutional and engineering controls afford a level of protection to human health, public safety and the environment that is equivalent to that provided by Section 24-44 (2)(f)(i) and Section 24-44 (2)(f)(ii) of Chapter 24, Code of Miami-Dade County, Florida. The institutional and engineering controls are set forth as follows:
1. Groundwater from the Property shall not be used for drinking water purposes.
  2. Groundwater from the Property shall only be withdrawn for the purpose of pollution monitoring, and any such withdrawals shall be done only by qualified/trained and HOA-approved individuals.
  3. Contaminated soil and groundwater shall not be removed from the Property without prior written approval of Miami-Dade County, Department of Regulatory and Economic Resources, Division of Environmental Resources Management (DERM), its successors or its assigns. The Property's contamination assessment is summarized for informational purposes in Exhibit C-2.
  4. Engineering controls are detailed in the Engineering Control Plan dated April 18, 2018, which was revised on June 4, 2018 and approved by the DERM Director on June 6, 2018. The Engineering Control Plan/Engineering Control Maintenance Plan (ECP/ECMP) shall remain on file with DERM, or its successors or assigns, and a summary is attached in Exhibit C-3. Exhibit C-3 describes responsibilities for maintaining the existing engineering controls and for obtaining HOA and DERM approval should a breach in the existing engineering controls (i.e., excavation below 18 inches or penetration of a pavement cap) be proposed. Exhibit C-3 also includes a

map of the areas of soil contamination that shall be permanently covered and maintained as engineering controls.

- B. Prior to the entry into a landlord-tenant relationship with respect to the Property, all owners agree to notify in writing all proposed tenants of the Property of the existence and contents of this Attachment C.
- C. For the purpose of inspecting for compliance with the institutional and engineering controls contained herein, DERM, its successors or its assigns, shall have access to the Property at reasonable times and with reasonable notice to the owner of the particular property. In the event that the Association or an owner does not or will not be able to comply with any of the institutional and engineering controls contained herein, the Association and/or owner shall notify in writing DERM, its successors or its assigns, within three (3) calendar days.
- D. The provisions of Attachment C may be enforced by the DERM Director, its successors or its assigns, by permanent, temporary, prohibitory, and mandatory injunctions as well as otherwise provided for by law or ordinance.
- E. Upon demonstration to the satisfaction of the DERM Director, its successors or its assigns, that the institutional controls and engineering controls set forth in this Attachment C are no longer necessary for the purposes herein intended because the criteria set forth in Section 24-44 (2)(k)(i) of Chapter 24 of the Code of Miami-Dade County, Florida have been met, DERM, its successors or its assigns, shall, upon written request of the Master Homeowner's Association, give written notice that it would not object to the deletion of the restrictions contained within this Attachment C.

**LEGAL DESCRIPTION:**  
 All of the lots within Block 1 through Block 41, inclusive, and all of Tracts "C", "D", "E", "F", "G", and "J", according to the plat of "Champion Lakes", as recorded in Plat Book 169 at Page 71, of the Public Records of Miami-Dade County, Florida.

**TOGETHER WITH:**

Tract "J", according to the plat of "Champion Lakes", as recorded in Plat Book 169 at Page 71, of the Public Records of Miami-Dade County, Florida, less and excepting therefrom the following described parcel:

Commence at the most Northeasterly Corner of Tract "B", according to the said plat of "Champion Lakes"; said point being on a circular curve and having a radial of bearing South 01 degrees 11 minutes 19 seconds East from the radius point of the following described circular curve; thence Westerly, along said circular curve to the right, concave Northerly, having a radius of 2914.79 feet and a central angle of 03 degrees 08 minutes 19 seconds for an arc distance of 159.67 feet to a Point of Tangency; thence North 88 degrees 03 minutes 00 seconds West for 1.18 feet to the Point of Beginning of the following described less-out parcel: said last described two courses being coincident with the most Northerly Boundary Lines of said Tract "B"; thence South 01 degrees 57 minutes 00 seconds West, at right angles to the last described course, for 39.40 feet; thence South 46 degrees 57 minutes 00 seconds West for 48.22 feet; thence North 88 degrees 03 minutes 00 seconds West for 168.80 feet; thence North 43 degrees 03 minutes 00 seconds West for 48.22 feet; thence North 01 degrees 57 minutes 00 seconds East for 39.40 feet; said last described five courses being along the Boundary Lines of said Tract "J"; thence South 88 degrees 03 minutes 00 seconds East, at right angles to the last described course and along the most Northerly Boundary Line of said Tract "J", for 237.00 feet to the Point of Beginning.

All of the foregoing lying and being in the Northwest 1/4 of Section 6, Township 52 South, Range 42 East, Miami-Dade County, Florida.

REVISIONS	<b>SCHWEBKE-SHISKIN &amp; ASSOCIATES, INC.</b> LAND SURVEYORS-ENGINEERS-LAND PLANNERS 1200 GORRAT WAY-MIRAMAR, FL 33025 PHONE No. (954)435-7010 FAX No. (954)381-2288 DIVISION:	THIS IS NOT A "BOUNDARY SURVEY" CERTIFICATE OF AUTHORIZATION NO. LB-87 DATE: FEBRUARY 23, 2018 ORDER NO. 207837
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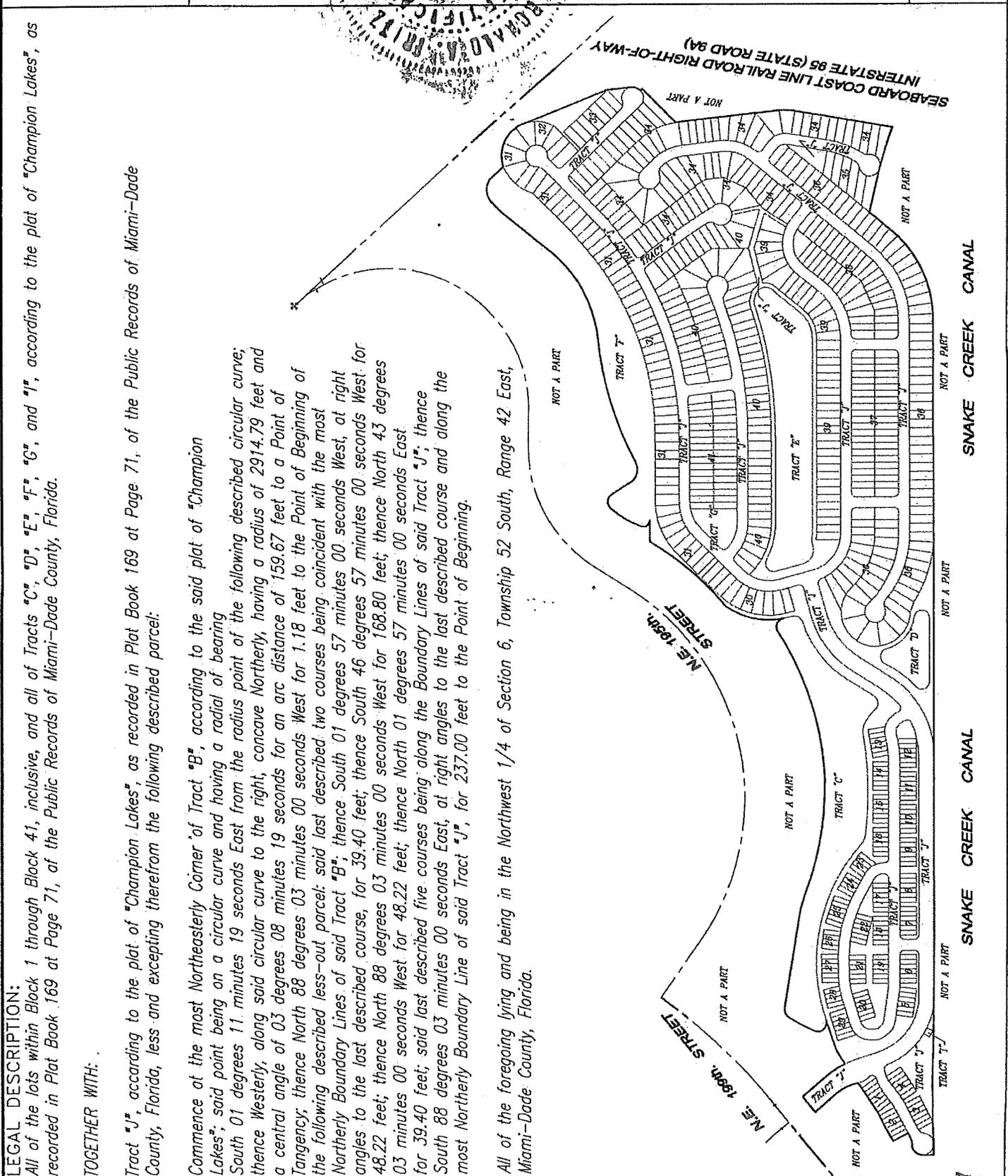


EXHIBIT C-1

## EXHIBIT C-2

### CONTAMINATION ASSESSMENT SUMMARY

Historical environmental due diligence efforts and subsequent contamination assessment efforts for the Aventura Isles/Former Williams Island Golf Course Site, including the Aventura Isles HOA Conditional Closure Site,<sup>1</sup> (HOA Site) revealed arsenic, ammonia, nitrate, and organochlorine pesticide (OCP) impacts to soil and/or groundwater quality (further information can be found in: EE&G's Limited-Scope Phase II ESA [September 2003] and their Expanded Phase II ESA [March 2005] as well as subsequent contamination assessment-related reporting by Empire Environmental [Empire] and Bates & Associates, Inc. [BAI]). Historical reporting relating to the Aventura Isles development (presented to DERM) mentions that the soil and/or groundwater quality impacts may be due to the historic agricultural and/or golf course recreational use in the area of the Aventura Isles development. Relating to this development, Miami-Dade's Department of Environmental Resources Management (DERM) has overseen assessment activities, and assessment reports reside in DERM's files. Collectively, arsenic, ammonia, nitrate, and OCP are considered "contaminants of concern" (COCs) for the HOA Site since one or more detections of these constituents were found at the Aventura Isles/Former Williams Island Golf Course Site above DERM's soil or groundwater cleanup target levels (CTLs). Historical documentation for soil sampling efforts at the Site is provided in BAI's April 13 & 28, 2010 Cumulative Soil Tables & Figures. Notably, the indicated detections in soil are for sampling done prior to site redevelopment into the Aventura Isles community. Significant remedial efforts during that redevelopment altered the distribution of COCs in soil and improved the overall soil quality remaining at the HOA Site for the purpose of allowing the current use so long as existing conditions are maintained.

With regard to COC-related soil quality impacts at the HOA Site, the most commonly detected COC has been arsenic. As part of the indicated redevelopment, BAI's activities (which included assistance from Air, Water & Soil Engineering, Inc. [AWSE]) at the HOA Site also included, starting in 2012, impacted soil excavation (with offsite disposal), soil blending (with onsite replacement of blended soil), and soil capping and regrading within the HOA Site, under DERM's oversight. These activities were largely focused on arsenic impacts. Several reports have been prepared and submitted to DERM by BAI and/or AWSE which detail these remedial efforts, which were aimed at reducing the overall amount of remaining known contamination at the HOA Site. For example, a detailed description of BAI's historical remedial efforts for the Site is included in BAI's February 6, 2012 Soil Management and Blending Plan (SM&BP) and March 30, 2012 SM&BP Addendum. Throughout SM&BP implementation, Weekly Soil Blending Reports were completed by BAI, following completion of each phase (reportedly 23 documents were prepared between September 2012 and October 2013). Following completion of the remedial efforts for site

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<sup>1</sup> The "Aventura Isles HOA Conditional Closure Site" is a subsite of the "Aventura Isles/Former Williams Island Golf Course Site" which DERM tracks with the identifier AW-273/FILE 8489; please see Geosyntec's November 7, 2017 letter to DERM for more information about the associated bifurcation. For the purposes of this document, "HOA Site" refers to soil and/or groundwater contamination found within the property known as the Aventura Isles HOA Conditional Closure Site.

redevelopment activities, BAI generated an Interim Soil Management Plan Implementation Report (ISMP) dated February 26, 2014, which summarized the installation of "engineering controls" as well as excavation and soil replacement/regrading activities. A summary of soil data for the stockpiled soil tested and reused onsite can be found in DERM's files for the Site (AW-273/File 8489) in the aforementioned February 2014 ISMP. According to BAI's 2014 ISMP, impacted soils at the Site were either excavated and blended (to reduce contaminant levels) for reuse on site, or placed directly below engineering controls onsite. "Engineering controls" at the HOA Site are essentially protective covers ("caps") to minimize the potential for contact with underlying contaminated soil (see the DERM-approved 2012 SM&BP). These caps include but may not be limited to: a minimum of two feet of blended soil (tested to show COC levels below soil CTLs), driveways, roadways, building foundations, etc. Confirmation soil sampling conducted by BAI during engineering control installation reportedly indicated that soil sampling results from the blended soils were below the arsenic residential SCTL wherein BAI suggested that no additional soil sampling was warranted, with the exception of eight cutouts between the houses located between Grids N15 and N17. These eight locations were addressed with additional excavation and installation of engineering controls (such as orange geotextile fabric and clean soil overburden) as detailed in AWSE's January 25, 2016 Soil Management for Pool Installation Report and subsequent related AWSE submittals to DERM. See Exhibit C-3 for a summary of the Engineering Control Plan and Engineering Control Maintenance Plan (ECP/ECMP).

With regard to COC-related groundwater quality impacts at the Aventura Isles/Former Williams Island Golf Course Site, the most commonly and recently detected COC above a groundwater CTL has been arsenic, and to a lesser extent, ammonia. These groundwater quality impacts remain at the HOA Site, though the above-described remedial efforts may help, over time, to reduce the levels of COC impacts to groundwater. Cumulative groundwater summary tables and figures identifying the monitoring well locations at the Site can be found in DERM's files for the Site (AW-273/File 8489) in reports including: (i) the June 2, 2008 Site Assessment Report prepared by Empire Environmental; (ii) the April 28, 2010 Cumulative Soil, Groundwater, Surface Water, and Sediment Tables prepared by Bates & Associates, Inc.; and (iii) the March 20, 2017 Year 1, Quarter 2 Groundwater Monitoring Report for Aventura Isles (Former Williams Island Golf Course) prepared by Air, Water & Soil Engineering, Inc. Notably, these reports also include groundwater data from the adjacent site (this is known as the Aventura Isles Parks Tracts Conditional Closure Site).

For contamination records associated with this Property, including detailed data summaries, the reader is referred to DERM's online environmental records. As of this writing, the website address is: <http://ecmrrer.miamidade.gov:8080/>. Records can be accessed using "AW-00273" as the Case Number search term.

**EXHIBIT C-3****ECP/ECMP SUMMARY**

An Engineering Control Plan/Engineering Control Maintenance Plan (ECP/ECMP) dated April 18, 2018, and revised on June 4, 2018, was prepared for the HOA Site and submitted to DERM for review. This document was approved by DERM on June 6, 2018. The ECP/ECMP specifically addresses contaminated soil which remains at the HOA Site (see Exhibit C-2) and provides specific details related to the engineering controls (ECs) which have been designed, established and previously constructed at the Site under DERM's oversight. These ECs were established to limit current and future unacceptable exposures and risk to public health and the environment and include a "cap" generally consisting of pavement (which may include sidewalks, running paths, roadways, driveways, swimming pools, swimming pool decks, building foundations, parking lots, etc.), a minimum of two feet of soil (such as in landscaped areas) which was tested and certified as acceptable by others pursuant to submittals to and review by DERM, or a combined use of geotextile fabric and soil between residential cut-outs. Collectively, these ECs serve as a protective barrier over the contaminated soils. The attached figures, labeled as EX-5 and EX-6, illustrate the ECs at the HOA Site.

The ECP/ECMP provides specific requirements related to the maintenance of the ECs, as described below and in Section 4 of the ECP/ECMP. Further, the ECP/ECMP outlines procedures to be followed in the event that the ECs are proposed to be breached, such as during construction of a swimming pool or the like (see Section 5 of the ECP/ECMP).

Regarding maintenance, it is the responsibility of each individual owner to properly maintain the ECs that are present on the owner's property as follows:

- Existing pavement, including building foundations, patios, swimming pools, swimming pool decks, walkways, driveways, roadways, and the like shall be maintained such that degraded surfacing material (excessive cracking or the presence of holes) and the like are avoided. For breaches (such as these) in the above-noted features, corrective action shall include resurfacing or placement of a patch using similar material to help prevent unacceptable exposure to underlying contaminated shallow soils. Corrective actions need to be performed pursuant to Section 5 of the ECP/ECMP and within 15 days of discovery.
- Unpaved, landscaped areas shall be maintained such that the current landscaping including the two-foot minimum of previously DERM-approved overburden (a soil cap) are maintained, and erosion or other causes of a reduction in thickness of existing vegetation and soil cover, is avoided. Corrective action in this case would consist of replacing vegetation or the addition of "clean soil" to repair breaches in the unpaved landscaped areas to help prevent unacceptable exposure to underlying contaminated soils. Corrective actions need to be performed pursuant to Section 5 of the ECP/ECMP and within 15 days of discovery.

Additionally, proposed excavation to a depth greater than 18 inches or any proposed (or corrective action-related) penetration through existing ECs (building foundations, patios, swimming pools, swimming pool decks, walkways, driveways, roadways, and the like) requires review by the Aventura Isles Architectural Review Committee (ARC) and DERM. In addition, such excavation works will also need the participation of an Aventura Isles ARC-approved and Florida-licensed professional (with at least an active Florida Professional Engineer (PE) or Professional Geologist (PG) license, as appropriate for the proposed work) and environmental contractor; and compliance with the authorization/notification, oversight, soil handling/disposal, EC restoration, and reporting procedures described in Section 5 of the ECP/ECMP.

The ECs that were constructed must remain in place in perpetuity. The responsibility to maintain the ECs on a particular privately-owned property will transfer to a new owner in the event that title to that property is transferred. Further, prior to the entry into a landlord-tenant relationship with respect to a privately-owned property, the owner is required to notify all proposed tenants in writing of the existence and contents of these Aventura Isles Master Homeowners' Association, Inc. Rules and Procedures (Rules and Procedures), and in particular Section Four and this Attachment D thereof pertaining to institutional and ECs.

DERM as well as its successors or its assigns, shall have access to all properties at reasonable times and with reasonable notice to the owner of the particular property. In the event that the HOA or an owner determines it does not or will not be able to comply with any aspect of the institutional control and related ECs associated with the Site, the HOA and/or owner shall provide a notification in writing to DERM as well as its successors or its assigns, within three calendar days of that determination.

Additionally, an annual inspection of ECs existing at the HOA Conditional Closure Site will be conducted according to a schedule which is set by the HOA. Note the following:

- During the annual EC inspection, approximately 70 properties per year will be visually inspected by a qualified Florida Professional Engineer who is selected/directed by the HOA and paid for by the homeowners through the HOA (each year, a different group of approximately 70 properties will be selected). During the course of the year, on a pre-arranged schedule, the remaining properties that comprise the HOA Conditional Closure Site will be visually inspected by HOA-employed staff who have been trained by the qualified Florida Professional Engineer. In this way, the entire HOA Conditional Closure Site will be inspected annually.
- The inspection of these ECs will be a visual review of the ECs from HOA-owned property such that the inspector will not enter homeowner properties unless a homeowner invites the inspector into its property or the inspector finds this to be necessary.

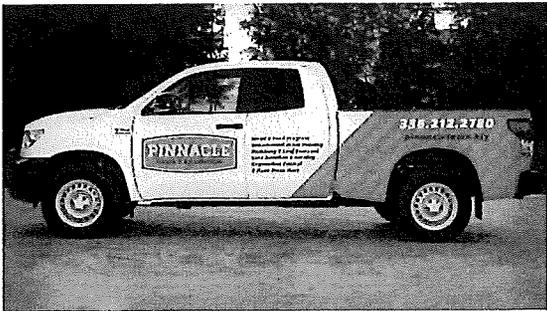
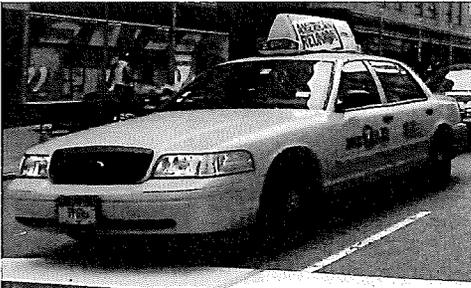
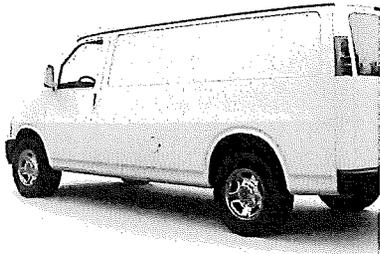
The results of the annual EC inspection will be documented in writing and include the date, the name of the inspector (and associated qualifications), key observations, and recommended corrective actions. The annual EC inspection report will be reviewed by a qualified Florida-licensed PE, and copies will be kept onsite by the HOA for review on request by homeowners and

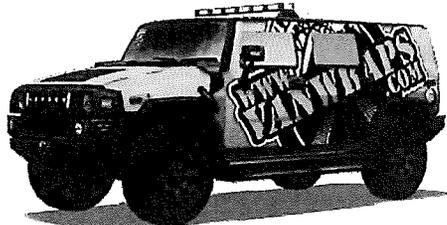
DERM. Corrective actions for affected ECs need to be performed by the involved property owner pursuant to ECP requirements within 15 days of discovery of an area where an EC is no longer present or functioning as intended.

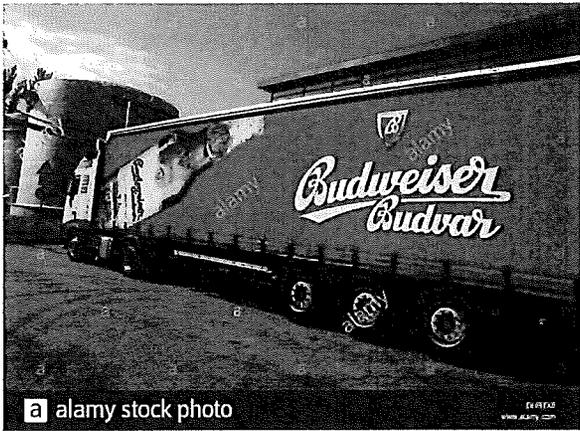
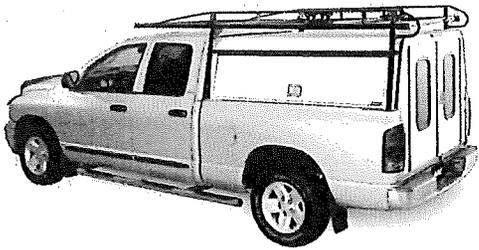
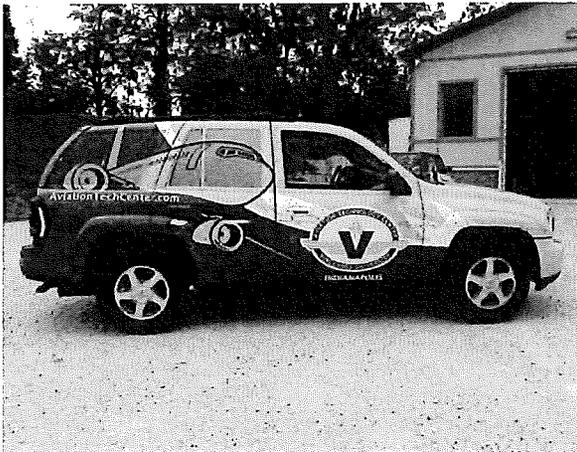
To access the complete DERM-approved ECP/ECMP associated with this Property, the reader is referred to DERM's online environmental records. As of this writing, the website address is: <http://ecmrrer.miamidade.gov:8080/>. The ECP/ECMP can be accessed using "AW-00273" as the Case Number search term and "ECP" as the Full-Text Search term.

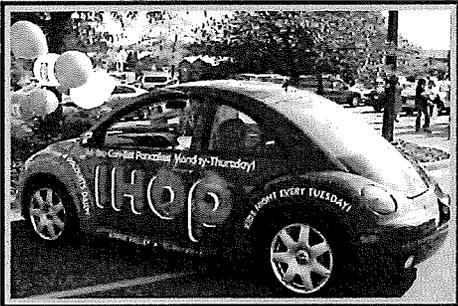
**ATTACHMENT D – COMMERCIAL VEHICLE EXAMPLES**

The following Images are examples of vehicles considered to be commercial in nature by the Association. This is not an exhaustive list.









### LEGEND

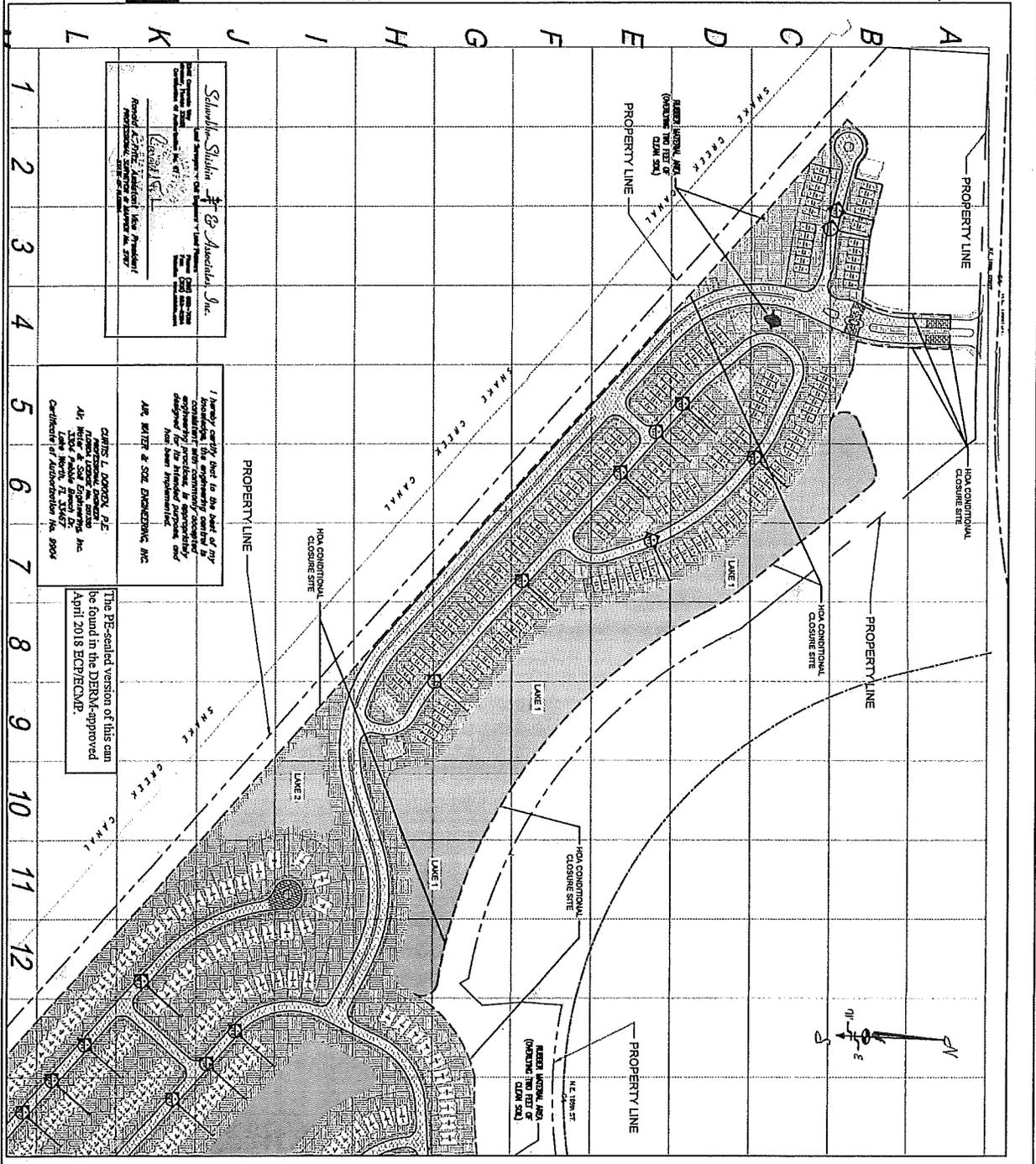
- CURB & GUTTER AREA
- CONCRETE (GEOGRAULS/HAIRCRACK) AREA
- ROBERT MATERIAL AREA (OVERLAYING TWO FEET OF CLEAN SOIL)
- ASPHALT PAVEMENT AREA
- PAVEMENT AREA
- LAKE AREA
- ENGINEERING CONTROL CONSISTING OF AT LEAST ONE OF THE FOLLOWING: TWO FEET OF CLEAN SOIL, SHALLOW POOLS, SHALLOW POOL DECKS, PAVING, DRAINWAYS, AND/OR PAVEMENT
- ENGINEERING CONTROL CONSISTING OF 8 INCHES OF CLEAN FILL OVER SWEET CORNER HOSE, DENSITY POLYETHYLENE MESH, YELLOW CLAYTON TILE, AND 8 CONCRETE NON-WOVEN GEOTEXTILE FABRIC
- PROPERTY LINE
- HOA CONDITIONAL CLOSURE SITE

HOA IS IN 1/4" MORE SEGMENTS

### TYPICAL CROSS SECTIONS

### NOTES:

1. ALL EXISTING WORK ON THESE PLANS SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FOLLOWING:
  - a. THE 2018 EDITIONS OF THE FLORIDA BUILDING CODE, THE FLORIDA ELECTRICAL CODE, THE FLORIDA MECHANICAL CODE, THE FLORIDA PLUMBING CODE, THE FLORIDA ROOFING CODE, THE FLORIDA WOOD PRESERVATION CODE, THE FLORIDA ENERGY EFFICIENCY CODE, THE FLORIDA SOIL CONSTRUCTION CODE, THE FLORIDA CONCRETE AND MASONRY CODE, THE FLORIDA GLASS CODE, THE FLORIDA IRON AND STEEL INSTITUTE (AISI) CODE, THE FLORIDA ALUMINUM ASSOCIATION (AA) CODE, THE FLORIDA COPPER DEVELOPMENT INSTITUTE (CDI) CODE, THE FLORIDA ZINC DEVELOPMENT INSTITUTE (ZDI) CODE, THE FLORIDA LEAD DEVELOPMENT INSTITUTE (LDI) CODE, THE FLORIDA NICKEL DEVELOPMENT INSTITUTE (NDI) CODE, THE FLORIDA TITANIUM DEVELOPMENT INSTITUTE (TDI) CODE, THE FLORIDA ZIRCONIUM DEVELOPMENT INSTITUTE (ZDI) CODE, THE FLORIDA BARIUM DEVELOPMENT INSTITUTE (BDI) CODE, THE FLORIDA STRONTIUM DEVELOPMENT INSTITUTE (SDI) CODE, THE FLORIDA LITHIUM DEVELOPMENT INSTITUTE (LDI) CODE, THE FLORIDA BERYLLIUM DEVELOPMENT INSTITUTE (BDI) CODE, THE FLORIDA MANGANESE DEVELOPMENT INSTITUTE (MDI) CODE, THE FLORIDA ZINC DEVELOPMENT INSTITUTE (ZDI) CODE, THE FLORIDA ALUMINUM DEVELOPMENT INSTITUTE (ADI) CODE, THE FLORIDA COPPER DEVELOPMENT INSTITUTE (CDI) CODE, THE FLORIDA NICKEL DEVELOPMENT INSTITUTE (NDI) CODE, THE FLORIDA TITANIUM DEVELOPMENT INSTITUTE (TDI) CODE, THE FLORIDA ZIRCONIUM DEVELOPMENT INSTITUTE (ZDI) CODE, THE FLORIDA BARIUM DEVELOPMENT INSTITUTE (BDI) CODE, THE FLORIDA STRONTIUM DEVELOPMENT INSTITUTE (SDI) CODE, THE FLORIDA LITHIUM DEVELOPMENT INSTITUTE (LDI) CODE, THE FLORIDA BERYLLIUM DEVELOPMENT INSTITUTE (BDI) CODE, THE FLORIDA MANGANESE DEVELOPMENT INSTITUTE (MDI) CODE.
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**AVENTURA ISLES**  
 BLENDED CAP AS-BUILT  
 MIAMI-DADE COUNTY, FLORIDA, SEC.06-52-42

**Schubbe & Associates, Inc.**  
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**REVISIONS**

No.	Description	Date

**DATE:** 04/18/18  
**PROJECT:** AVENTURA ISLES  
**SCALE:** AS SHOWN  
**DATE:** 04/18/18  
**PROJECT:** AVENTURA ISLES  
**SCALE:** AS SHOWN

**DATE:** 04/18/18  
**PROJECT:** AVENTURA ISLES  
**SCALE:** AS SHOWN



# **EXHIBIT K**

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
1	Grid H16 and H17	Not blended	Moved below house pads at K23-K24, L23-L24, and M23 (below engineering control).	Non-structural material. Sampled on July 13, 2012 and failed for reuse below the water table and/or residential use.
2	Grid H18 and I18	Not blended	Remixed into Piles 2A, 2B, 7, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
3	Grid H19 and I19	Not blended	Remixed into Piles 3A & 3B, 9, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
4	Grid G9, H9 and J19	Not blended	Moved to right of way at Grid E4 above 2.0 NGVD (above the water table).	Non-structural material. Sampled on July 26, 2012 and failed for reuse below the water table and/or residential use.
3A	Pile 3	50/50*	Remixed into Pile 3A1 and Pile 8.	Sampled on August 8, 2012. Exceeded Direct Exposure Residential Cleanup Target Level (CTL).
3B	Pile 3	50/50*	Placed in berm at Grids P21, O21, O22, N22 and N23.	Sampled on August 14, 2012. Exceeded Direct Exposure Residential CTL.
5	Grid G17, H18, H19, and I20	50/50	Remixed into Piles 5A, 5B, 8, 9 and 10.	Sampled on August 14, 2012. Exceeded Direct Exposure Residential CTL.
6	Grid I20, I21 and I22	70/30	Remixed into Piles 6A and 6B.	Sampled on August 17, 2012. Exceeded Direct Exposure Residential CTL.
2A	Pile 2	50/50*	Used for berm cap in Grids P21, O21, O22, N22 and N23	Sampled on August 20, 2012. Below Direct Exposure CTL with the exception of Grid 9. Grid 9 segregated and reblended into Pile 7.
3A1	Pile 3A	50/50*	Used for berm cap in Grids P21, O21, O22, N22 and N23.	Sampled on August 23, 2012. Below Direct Exposure CTL. Grid 5 segregated and remixed into Pile 6B.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
5A	Pile 5	50/50*	Moved to house pads at Grids H13, G13, G14 and G15. Grids 2 and 4 mixed into Pile 7.	Sampled on August 24, 2012. Below the Direct Exposure CTL, with the exception of Grid 2 and Grid 4. Grids 2 and 4 segregated and remixed into Pile 7.
5B	Pile 5	80/20*	Used to fill Lake 12 at Grids J16 and J17	Sampled on September 6, 2012. Exceeded Direct Exposure Residential CTL. Ran SPLP on all Grids. SPLP results below GCTL.
6A	Pile 6	80/20*	Used to fill Lake 9 at Grid H12	Sampled on September 10, 2012. Below Direct Exposure CTL, except for Grids 4, 6 and 7. Ran SPLP on Grids 4, 6 and 7. SPLP results below GCTL.
6B	Pile 6 and Pile 3A1 grid 5.	70/30*	Used to fill Lake 12 at Grid K17, J16, J17	Sampled on September 10, 2012. Below Direct Exposure CTL, except for Grids 1, 3, 5 -10. Ran SPLP on Grids 1, 3, 5 -10. SPLP results below GCTL.
NSM	Grids A4, B4, C2, C3, C4, D3, D4, E4, E5, E6, F5, F6, F7 and G7	Not blended	Moved to Berm at Grids P21, O21, O22, N22 and N23	
7	Pile 2 and 5A	70/30*	Used below road at Grid B4 and used to fill Lake 17 at Grids J23 and K23.	Sampled on September 19, 2012. All results below Direct Exposure CTL.
8	Pile 3A and 5	70/30*	Used to fill Lake 11 at K14 and road at F6.	Sampled on September 24, 2012. All results below Direct Exposure CTL, except Grid 5. Ran SPLP on Grid 5. SPLP results below GCTL.
9	Remix of remaining soil from Pile 3 and Pile 5	70/30*	Used to fill Lake 2 in B2 and Lake 9 in Grids H11, H12 and I11.	Sampled on September 27, 2012. All results below Direct Exposure CTL.
10	Remix of remaining soil from Piles 2, 3 and 5	70/30*	Used to fill Lake 9 in Grids H10-H12 and I11.	Sampled on September 28, 2012. All results below Direct Exposure CTL.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
11	Remix of remaining soil from Piles 2, 3 and 5A	70/30*	Used to fill Lake 9 in Grids H10-H12 and I11.	Sampled on October 1, 2012. All results below Direct Exposure CTL, except Grid 10. Ran SPLP on Grid 10. SPLP results below GCTL.
12	Remix of remaining soil from Piles 2, 3 and 5A	70/30*	Used to fill Lake 9 in Grid H11 and Grid D4 around utilities and road bed for pipe crew, and between lots at Grids I15-I17, J18, J19.	Sampled on October 3, 2012. All results below Direct Exposure CTL.
13	Grids E8, F10, G10-G11, and H11.	60/40	Used to fill Lake 11 at Grid K14. Grids 3 and 8 were mixed into Pile 18.	Sampled on October 10, 2012. Grids 1, 2, 4, 5 and 6 were above the Direct Exposure CTL. Ran SPLP on Grids 1, 2, 4, 5 and 6. SPLP results below GCTL. Grids 3 and 8 were mixed into Pile 18.
14	Grids E8, F9-F10, and G9	65/35	Used to fill Lake 9 in Grids H10 and H11.	Sampled on October 12, 2012. Grids 1, 2, 5, 7, 8 and 10 were above the Direct Exposure CTL. Ran SPLP on Grids 1, 2, 5, 7, 8 and 10. SPLP results below GCTL. Approved October 24, 2012.
15	Grids O21, O22, P20 and P21	65/35	Used to fill Lake 9 in Grids H10, H11 and H12.	Sampled on October 16, 2012. Grids 7 and 8 were above the Direct Exposure CTL. Ran SPLP on Grids 7 and 8. SPLP results below GCTL. Approved October 25, 2012.
Overburden	Grid G16	Not blended	Moved to house pads at I15-I16 and J16-J17	
16	Grids G10, G16-G17, and P19-P20.	65/35	Used to fill Lake 9 in Grid H10, with the exception of Grids 3, 7 and 8. Grids 3, 7 and 8 were mixed into Pile 21.	Sampled on October 17, 2012. Ran SPLP on Grid 5. Returned results below GCTL.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
17	Grids G14-G15, and F8-F9.	68/32	Used to fill Lake 8 in Grid H9, except Grid 1, which was mixed into Pile 21.	Sampled on October 24, 2012. Ran Dieldrin SPLP on Grid 1, 6 and 7. Arsenic SPLP on Grid 3. SPLP results all below the GCTLs, except Dieldrin in Grid 1.
18	Grids E8, F16-F17, G16-G17, H10 and Remix of Pile 13 (Grids 3 and 8)	65/35*	Placed in Lake 13	Sampled on October 30, 2012. Approved November 8, 2012.
19	Grids C6-C7, D7, F16-F17, G10-G11, G13-G15, and H13	65/35	Placed in Lakes 7 and 8	Sampled on October 31, 2012. Approved November 8, 2012.
20	Grids B5-B6, F17, and G10-G11.	65/35	Placed in Lake 7 and between house pads H16-H17, I16-I19, J19-J22	Sampled on November 2, 2012. Approved on November 16, 2012, except for Grid 1, which was re-blended into Pile 26.
Silts/NSM	Lake 17 at Grid J23-J24	Not blended	Placed on Liner at I23.	
NSM	Grids I9, I10, and J10	Not blended	Placed in Park Area F15 and G15.	
Silts/NSM	Lake 8	Not blended	Placed on Liner at I23.	
21	Grids F9-F10, I9-I10, J10, O21-O22, P20-P21	57/43*	Placed in Lake 7, also as cap in Lots K18, L18, L19, K19	Sampled on November 12, 2012. Approved November 19, 2012.
NSM	Grids I16-I17, J17-J18, and K17-K18	Not blended	Moved to berm at P20	

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
22	Grids I16-I17, J15-J18, K15-K18, L16, L20-L21	61/39	Placed in Lake 7	Sampled on November 13, 2012. Approved November 19, 2012.
NSM	Grid C5-C6, D5-D6	Not blended	Moved to berm at E4, F4, F5	
NSM	Grids J16-17, K18-19, L18-19	Not blended	Moved to berm at O22	
23	Grids J16-17, K18-19, L18-19	63/37	Moved to Lake 7	Sampled on November 14, 2012. Approved November 20, 2012.
NSM	Grids D7, and E6-E7	Not blended	Moved to berm at G5-G6, F6, and O21	
24	Grid D7	49/51	Used as cap on lots at Grids H17, I17-18, J17-18	Sampled on November 16, 2012. Approved November 21, 2012.
NSM	Grids H16-17, I16-118, J18	Not blended	Moved to berm at K25	
NSM	Lake 7 at Grids G7-G8, H7-H8	Not blended	Moved to berm at C2, D3	
25	Grid L16, Remix of Pile 20 (Grid 1)	53/47	Moved to Lake 8, Lake 9, and lots at H14-17, I18-19, J20, G14 for cap.	Sampled on November 19, 2012. Approved November 29, 2012.
26	Grids L17-L18, J24, L24	44/56*	Moved to Lake 9	Sampled on November 26, 2012. Approved December 6, 2012.
NSM	Grids H16-17, I17-118, J18-J19	Not blended	Moved to berm at A1	
Overburden	Grid L17	Not blended	Moved to house pads H16-17, I17-18, J18-19	

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
27	Grids L20, M19-M20, B2-B3, C2, C3	49/51	Moved to Lake 9	Sampled on November 28, 2012. Approved December 7, 2012 except grids 1 and 4 to be remixed.
NSM	Grids B2-B3, C2-C3, J17-J18, K17-K19, L19-L20, M20	Not blended	Moved to berm at F10	
28	Grids K18-K19, L19, L21, M20-M21	55/45	Moved to Lake 9 and lots at Grids C5, D5, D6, and E6 as cap.	Sampled on November 29, 2012. Approved December 11, 2012.
29	Grids J17-J18, K17-K18, L20, M20	49/51	Moved to Lake 8 and 9	Sampled on December 3, 2012. Approved December 13, 2012.
30	Grids L19, K19, K24	58/42	Moved to Lake 17	Sampled on December 4, 2012. Approved December 14, 2012.
31	Grids C7, D7	52/48	Moved to Lake 17	Sampled on December 6, 2012. Approved December 19, 2012.
32	Grids K20, K24, L20, M20	51/49	Moved to Lake 17	Sampled on December 11, 2012. Approved January 2, 2013.
NSM	Grids M23 and L23	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids M23 and L23	Not blended	Moved to spine road at H8-H9	
33	Grids N23, I14-I15 and Remix of Pile 27 (Grids 1 and 4)	54/46*	Moved to Lake 17	Sampled December 13, 2012. Approved January 2, 2013.
34	Grids I14-I15, H14	53/47	Moved under building pads at D7	Sampled December 17, 2012. Approved January 14, 2013.
NSM	Grids K21-K22, L21-L22	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K21-K22, L21-L22	Not blended	Moved to spine road at G7-G8	
35	Grids I14-I15, H14	53/47	Moved to Lake 17	Sampled December 19, 2012. Approved January 2, 2013.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

<b>Pile No.</b>	<b>Source</b>	<b>Mix Ratio</b>	<b>Placement</b>	<b>Dates/Notes</b>
36	Grid H14	52/49	Reblended into Pile 46, 47, and 48	Sampled December 19, 2012. Approved January 14, 2013.
Silt	Lake 6 at E7	Not blended	Moved to liner at I20	
NSM	Grid N22	Not blended	Moved to temporary NSM pile adjacent to crusher	
37	Grid N22	54/46	Moved to Lake 17	Sampled December 21, 2012. Approved January 2, 2013.
38	Grid N23	58/42	Moved to Lake 17	Sampled December 28, 2012. Approved January 8, 2013.
NSM	Grids C5, D5, E6-E7, H8	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grid O22	Not blended	Moved to house pads at C5, D5, H8	
Overburden	Grid M24	Not blended	Moved to house pad at C5	
39	Grid N22	57/43	Used as cap for berm at A3 and A4	Sampled January 8, 2013. Approved January 16, 2013.
40	Grid N23	54/46	Moved to Lake 6	Sampled January 8, 2013. Approved January 22, 2013.
Overburden	Grids L20, M20	Not blended	Moved to house pads at D6	
NSM	Grids M15-M17, N15-N16, O15, and L16	Not blended	Moved to NSM Pile at J11	
41	Grids M15, N15	52/48	Moved to Lake 12	Sampled January 10, 2013. Approved January 18, 2013.
42	Grids O15, N16	52/48	Moved to Lake 17 at K23, L23, M23	Sampled on January 14, 2013. Approved January 28, 2013.
43	Grids M16-M17, and L16	53/47	Moved to Lake 17	Sampled on January 16, 2013. Approved January 24, 2013.
Overburden	Grids M18-M19	Not blended	Moved to house pads at D6	
44	Remix of Pile 36	53/47	Moved to Lake 17	Sampled January 16, 2013. Approved January 24, 2013.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
45	Grids N17-N18	60/40	Moved to house pads at D6, H17, I18, J19-J20, and L24. Used as cap for berm at A3.	Sampled on January 22, 2013. Approved February 1, 2013.
Overburden	Grids K24, M23	Not blended	Moved to house pads at D6 and L24.	
46	Grid N23	58/42*	Moved to lots at H15-16, I17-18, J19-20, and J22 for cap.	Sampled on January 25, 2013. Approved February 7, 2013.
47	Grids O19-O20	43/57*	Moved to house pads for cap at J23-24, K23-24, L23-24, and M24.	Sampled on January 25, 2013. Approved February 13, 2013.
Overburden	Grid F14	Not blended	Moved to townhome pads at E6	
NSM	Grids L22, M21-22, N19-22	Not blended	Moved to temporary NSM pile adjacent to crusher	
48	Grids L22, M21-M22	55/45*	Moved to lots at J18-J19, and K18-K19 for cap.	Sampled on January 30, 2013. Approved February 12, 2013.
49	Grids N19-22	57/43	Moved to Lake 17	Sampled on February 4, 2013. Approved February 11, 2013.
NSM	Grids N16-18, O17-18	Not blended	Moved to temporary NSM pile adjacent to crusher	
50	Grids N16-18, O17-18	55/45	Moved to Lake 13	Sampled on February 6, 2013. Approved February 19, 2013.
51	NSM Pile	59/41	Moved to lots at C5, C6, D4-D7, E7, and F7 for cap.	Sampled on February 11, 2013. Approved February 22, 2013.
Overburden	P17	Not blended	Moved to house pad at N21	
NSM	Grids C6, D7	Not blended	Moved to temporary NSM pile adjacent to crusher	
52	NSM Pile	61/39	Moved to Lake 18	Sampled on February 21, 2013. Approved March 11, 2013.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

File No.	Source	Mix Ratio	Placement	Dates/Notes
NSM	Grids N20, O20, P19	Not blended	Moved to temporary NSM pile adjacent to crusher	
53	NSM Pile	66/34	Moved to Lake 18	Sampled on February 21, 2013. Approved March 5, 2013.
54	NSM Pile	63/37	Moved to Lake 18; Used as cap below road at E4, F4-F5, G5-G7	Sampled on February 25, 2013. Approved March 6, 2013.
NSM	Grids D5, F13-14, G13-14	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids J12 and K13	Not blended	Moved to house pads at J12 and J13	
55	NSM Pile	65/35	Moved to Lake 17, Lake 18, and lot pads at K21, L21, and M20, and between lot pads at L22-L24 for cap.	Sampled on March 4, 2013. Approved March 18, 2013.
56	NSM Pile	60/40	Moved to Lake 18; Moved to lots at K23-K24 for cap.	Sampled on March 6, 2013. Approved March 13, 2013.
57	NSM Pile	60/40	Moved to Lake 17, Moved to lots at J23-J24 and K24 for cap; Moved to lot pads at H14, I15, J16, K17-K19, and L19.	Sampled on March 6, 2013. Approved March 13, 2013.
NSM	Grid I15	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids P17, P18	Not blended	Moved to house pads at M21-M22	
Overburden	Grids O16-O17	Not blended	Moved to house pads at L21, M21	
NSM	Grids F9-10, G10-11	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids G11-G12	Not blended	Moved to house pads at J13-J14	

TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES				
Pile No.	Source	Mix Ratio	Placement	Dates/Notes
58	NSM Pile	60/40	Lake Pit at F14; Berm Cap at D8, E8, E9, F9, F10, G10	Sampled on March 13, 2013. Approved March 28, 2013.
59	NSM Pile	60/40	Used as cap for road at E4	Sampled on March 18, 2013. Approved March 28, 2013.
NSM	Grids K11-K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K11-K12	Not blended	Moved to house pads at K11-K12	
60	NSM Pile	59/41	Moved to Lake at F14, G14	Sampled on March 25, 2013. Approved April 15, 2013.
61	NSM Pile	57/43	Moved to Lake at F14, G14 and lots at J11	Sampled on March 27, 2013. Approved April 9, 2013.
62	NSM Pile	58/42	Moved to Lake 16 at O19. Grids 3-4 moved below house pads at J12, J14.	Sampled on March 29, 2013. Approved April 9, 2013.
63	PA/NSM <sup>1</sup>	70/30	Moved to Lake at F13, F14	Sampled on April 3, 2013. Approved April 12, 2013.
64	PA/NSM	70/30	Used as cap at A4, B4, A5, B5; house pads at I12, J12	Sampled on April 8, 2013. Approved April 12, 2013.
65	PA/NSM	70/30	Moved to Lake 15 at O18, P18	Sampled on April 12, 2013. Approved April 22, 2013.
NSM	Grids N17, O17, M18-M19	Not blended	Moved to temporary NSM pile adjacent to crusher	
66	PA/NSM	70/30	Used as cap between house pads at P19-P20; Moved between house pads at J11, K11, K12, L12	Sampled on April 19, 2013. Approved May 8, 2013.
NSM	Grids P19, O20-O21, N19-N20	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J11-J12, I11-I12, K12, L12	Not blended	Moved to temporary NSM pile adjacent to crusher	

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

<b>Pile No.</b>	<b>Source</b>	<b>Mix Ratio</b>	<b>Placement</b>	<b>Dates/Notes</b>
NSM	Grids K13, L13	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J12, K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids L12-L13	Not blended	Moved to temporary NSM pile adjacent to crusher	
67	PA/NSM	70/30	Moved to Lake 15; Berm Cap at Q19, Q20	Sampled on April 24, 2013. Approved May 8, 2013.
68	PA/NSM	70/30	Moved to Lake 15	Sampled on April 29, 2013. Approved May 15, 2013.
69	PA/NSM	70/30	Moved below house pads at J11, K11, I12	Not sampled - placed below engineering control (house pads)
70	PA/NSM	70/30	Moved below house pads at J13, K12, L13	Not sampled - placed below engineering control (house pads)
NSM	Grids P19-P20, O18-O20	Not blended	Moved to temporary NSM pile adjacent to crusher	
71	PA/NSM	70/30	Moved below house pads at K14, K15, L13, L14	Not sampled - placed below engineering control (house pads)
NSM	Grids O21, Q19-Q20	Not blended	Moved to temporary NSM pile adjacent to crusher	
72	PA/NSM	70/30	Moved below house pads at K11, K12, L12-L15, M13, M15	Not sampled - placed below engineering control (house pads)
73	PA/NSM	70/30	Moved to Lake 15	Sampled on May 6, 2013. Approved May 17, 2013.
74	PA/NSM	70/30	Moved to lots and between house pads at N15, O16-O20 as cap; placed below pad at M17	Sampled on May 6, 2013. Approved May 17, 2013.
NSM	Grids K15, L14, M14	Not blended	Moved to temporary NSM pile adjacent to crusher	

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

File No.	Source	Mix Ratio	Placement	Dates/Notes
75	Grids L14, M14, M15	70/30	Moved to Lake 18; Moved to lots at N20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.
NSM	Grids M14-M15	Not blended	Moved to temporary NSM pile adjacent to crusher	
76	Grids L14, M14, M15	70/30	Moved to Lake 18; Moved to lots at O20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.
77	NSM	Not Blended	Blended into Pile 80	Not sampled - used for blending into Pile 80
78	Not Generated - Pile No. skipped in sequence			
79	PA/NSM	70/30	Moved below house pads at L21-L22, M21-M22, N21-N22	Not sampled - placed below engineering control (house pads)
80	PA/NSM	70/30	Moved to lots and between house pads at L12-L13, M13-M14, and N14. Used as cap at L21-L22, M22, and N21-N22.	Sampled on June 5, 2013. Approved June 17, 2013.
81	PA/NSM	70/30	Moved below house pads at I11-I12, J12-J13, K12-K14, L13-L14, M14, M15	Not sampled - placed below engineering control (house pads)
82	PA/NSM	70/30	Used as cap at P19-P20, O20-O21	Sampled on June 10, 2013. Approved June 20, 2013.
83	PA/NSM	70/30	Moved between house pads at J13-J14, K15, L16	Sampled on June 11, 2013. Approved June 27, 2013.
84	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 14, 2013. Approved June 21, 2013.
85	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 21, 2013. Approved June 27, 2013.
86	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on June 25, 2013. Approved July 1, 2013.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

File No.	Source	Mix Ratio	Placement	Dates/Notes
87	PA/NSM	70/30	Moved below house pads at K14, K15, L14-L15, M15, M16; Used as Cap at A4-A5, B5, and in front of TH pads at C5-C6	Sampled on June 28, 2013. Approved July 12, 2013.
88	PA/NSM	70/30	Moved below house pads at J13-J14, K15, L16	Not sampled - placed below engineering control (house pads)
89	PA/NSM	70/30	Moved between housepads and as cap at N19.	Sampled on July 12, 2013. Approved July 19, 2013.
90	PA/NSM	60/40	Moved between housepads and as cap at Q19, P19-P20, O21.	Sampled on July 12, 2013. Approved July 19, 2013.
91	PA/NSM	60/40	Moved between housepads and as cap at K22, L21-L22, M21-M22	Sampled on July 12, 2013. Approved July 23, 2013.
92	PA/NSM	70/30	Moved between housepads and as cap at M18-M19, N17-N18	Sampled on July 25, 2013. Approved August 5, 2013.
93	PA/NSM	70/30	Moved between housepads and as cap at N17-N18. Grid 1 reblended into Pile 97.	Sampled on August 2, 2013. Approved August 9, 2013.
94	PA/NSM	70/30	Moved between housepads and as cap at K13-K14, L14, M14-M15	Sampled on August 7, 2013. Approved August 13, 2013.
95	PA/NSM	70/30	Transported offsite to 400 Sunny Isles Blvd, Sunny Isles	Sampled on August 7, 2013. Approved August 13, 2013.
96	PA/NSM	70/30	Beach, FL to be used as fill.	Sampled on August 7, 2013. Approved August 14, 2013.

**TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES**

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
97	PA/NSM	70/30	Grid 1 placed below house pads at M22 and Grid 4 of pile remains onsite (at Grid A2). Grids 2, 3, and 5-10 transported offsite to 400 Sunny Isles Condos to be used as fill.	Sampled on August 8, 2013. Approved September 11, 2013.
98	PA/NSM	70/30	Remains onsite (at Grid A2).	Sampled on August 12, 2013. Approved August 16, 2013.
99	PA/NSM	70/30	Moved between housepads at M16, N17, O18-O19	Sampled on August 19, 2013. Approved August 27, 2013.
100	PA/NSM	70/30	Remains onsite (at Grid A1).	Sampled on August 19, 2013. Approved August 27, 2013.
101	PA/NSM	70/30	Remains onsite (at Grid A1, B1).	Sampled on August 22, 2013. Approved October 24, 2013.
102	PA/NSM	70/30	Remains onsite (at Grid C1, C2).	Sampled on August 22, 2013. Approved October 24, 2013.
103	PA/NSM	70/30	Remains onsite (at Grid B1).	Sampled on August 29, 2013. Approved October 24, 2013.
104	PA/NSM	70/30	Remains onsite (at Grid B1).	Sampled on August 29, 2013. Approved October 24, 2013.
105	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 13, 2013. Approved October 18, 2013.
106	PA/NSM	70/30	Remains onsite (at Grid D4).	Sampled on September 10, 2013. Approved October 24, 2013.
107	PA/NSM	70/30	Remains onsite (at Grid E4).	Sampled on September 10, 2013. Approved October 24, 2013.
108	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 26, 2013. Approved October 18, 2013.
109	PA/NSM	70/30	Moved below house pads at I12, J12-J14, K14-K15, L14-L16	Not sampled - placed below engineering control (under road and house pads)
110	PA/NSM	70/30	Moved between housepads and as cap at L21-L22	Sampled October 3, 2013. Approved October 18, 2013.
111	PA/NSM	70/30	Transported offsite to Regency Point Apts (Miami) to be used as fill	Sampled October 9, 2013. Approved October 18, 2013.
112	PA/NSM	70/30		Sampled October 18, 2013. Approved October 24, 2013.
113	PA/NSM	70/30		Sampled October 22, 2013. Approved October 30, 2013.

TABLE 1: SUMMARY OF SOIL EXCAVATION AND PLACEMENT ACTIVITIES				
Pile No.	Source	Mix Ratio	Placement	Dates/Notes
114	PA/NSM	70/30		Sampled October 22, 2013. Approved October 30, 2013.
115	PA/NSM	70/30	Used as cap for berm at P17, Q18-Q19	Sampled October 23, 2013. Approved October 31, 2013.
116	PA/NSM	70/30	Remains onsite (at Grid N22).	Sampled October 23, 2013. Approved October 31, 2013.
117	PA/NSM	70/30	Remains onsite (at Grid N22).	Sampled October 24, 2013. Approved November 5, 2013.
118	PA/NSM	70/30	Remains onsite (at Grid N22-N23).	Sampled October 24, 2013. Approved November 5, 2013.

Notes:

NSM = Non-Structural Material

Pile: Between 5,500 – 7,000 cubic yards

Mix Ratio: Limestone / Estimated Volume of Overburden Soils

\* = The mix ratio for re-blended Piles does not include limestone estimates from the original mix

PA = Imported Palm Aire Material

<sup>1</sup> = Pile 63 and beyond were generated with material from Palm Aire

Pile No.	Source	Mix Ratio	Placement	Dates/Notes
1	Grid H16 and H17	Not blended	Moved below house pads at K24, L23-24. and M23 (below engineering control)	Non-structural material. Sampled on July 13, 2012 and failed for reuse below the water table and/or residential use.
2	Grid H18 and I18	Not blended	Remixed into Piles 2A, 2B, 7, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
3	Grid H 19 and I19	Not blended	Remixed into Piles 3A & 3B, 9, 10, 11, and 12.	Non-structural material. Sampled on July 19, 2012 and failed for reuse below the water table and/or residential use.
4	Grid G9, H9 and J19	Not blended	Moved to right of way at Grid E4 above the 2.0 NGDV (above the water table).	Non-structural material. Sampled on July 26, 2012 and failed for reuse below the water table and/or residential use.
3A	Pile 3	50/50*	Remixed into Pile 3A1 and Pile 8.	Sampled on August 8, 2012. Exceeded Direct Exposure Residential Cleanup Target Level (CTL).
3B	Pile 3	50/50*	Placed in berm. Grids P21, O21, O22, N22 and N23.	Sampled on August 14, 2012. Exceeded Direct Exposure Residential (CTL).
5	Grid G17, H18, H19, and I20	50/50	Remixed into Piles 5A, 5B, 8, 9 and 10.	Sampled on August 14, 2012. Exceed Direct Exposure Residential CTL.
6	Grid I20, I21 and I22	70/30	Remixed into Piles 6A and 6B.	Sampled on August 17, 2012. Exceed Direct Exposure Residential CTL.
2A	Pile 2	50/50*	Used for a berm cap in Grids P21, O21, O22, N22 and N23	Sampled on August 20, 2012. Below Direct Exposure CTLs with the exception of Grid 9. Grid 9 segregated and reblended into Pile 7.
3A1	Pile 3A	50/50*	Used for 2 feet of clean fill on top of berm in Grids P21, O21, O22, N22 and N23.	Sampled on August 23, 2012. Below Direct Exposure CTLs. Grid 5 segregated and remixed with Pile 6B.
5A	Pile 5	50/50*	Moved to house pads Grids H13, G13, G14 and G15 and 4	Sampled on August 24, 2012. Below the Direct Exposure CT., with the exception of Grid 2 and Grid 4. Grids 2 and 4 segregated and remixed into Pile 7.

			remix of Pile 7.	
5B	Pile 5	80/20*	Used to fill Lake 12 at grids J16 and J17.	Sampled on September 6, 2012. Exceeded Direct Exposure Residential CTL. Ran SPLP on all Grids, results below GCTL.
6A	Pile 6	80/20*	Used to fill existing Lake 9 at Grid H12	Sampled on September 10, 2012. Below Direct Exposure Residential CTL, except for Grids 4, 6, and 7. Ran SPLP on Grids 4, 6 and 7. Returned results below GCTL.
6B	Pile 6 and Pile 3A1 grid 5.	70/30*	Used to fill Lake 12. Grid K17. Grids J16 & J17	Sampled on September 10, 2012. Below Direct Exposure Residential CTL, except for Grids 1, 3, and 5-10. Ran SPLP on Grids 1, 3, and 5-10.. SPLP results below GCTL.
NSM	Grids A4, B4, C2, C3, C4, D3, D4, E4, E5, E6, F5, F6, F7 and G7	Not Blended	Moved to berm at Grids P21, O21, O22, N22, and N23.	
7	Pile 2 and 5A	70/30*	Used below road at Grid B4 and used to fill existing Lake 17 at Grids J23 and K23.	Sampled on September 19, 2012. All results below Direct Exposure CTL.
8	Pile 3A & 5	70/30*	Used to fill Lake 11 at Grid K14 and road at F6.	Sampled on September 24, 2012. All results below Direct Exposure CTL, except Grid 5. Ran SPLP on Grid 5. SPLP results below GCTL.
9	Remix of Remaining Soil from Pile 3 and Pile 5	70/30*	Used to fill Lake 2 in B2 and Lake 9 in Grids H11, H12 and I11.	Sampled on September 27, 2012. All results below Direct Exposure CTL.
10	Remix of Remaining Soil from Piles 2, 3 and 5.	70/30*	Used to fill Lake 9 in Grids H10-H12 and I11.	Sampled on September 28, 2012. All results below Direct Exposure CTL.

11	Remix of Remaining Soil from Piles 2, 3 and 5A.	70/30*	Used to fill Lake 9 in Grids H10-H12 and H11.	Sampled on October 1, 2012. All results below Direct Exposure CTL, except Grid 10. Ran SPLP on Grid 10. SPLP results below GCTL.
12	Remix of remaining soil from Piles 2, 3 and 5A.	70/30*	Used to fill Lake 9 in Grids D4 and H11. Grid D4 around utilities and road bed for pipe crew, and between lots (Grids I15-I17, J18, J19)	Sampled on October 3, 2012. All results below Direct Exposure CTL.
13	Grids F10, E8, H11, G10 and G11.	60/40	Used to fill Lake 11 at Grid K14. Grids 3 & 8 were segregated and re-blended into Pile 18.	Sampled on October 10, 2012. Below Direct Exposure Residential CTL. Ran SPLP on Grids 7 and 8. SPLP results below GCTL. Approved October 25, 2012.
14	Grids E8, G9, and F9-F10	65/35	Used to fill Lake 9 in Grids H10 and H11.	Sampled on October 12, 2012. Below Direct Exposure Residential CTL, except for Grids 1, 2, 5, 7, 8, and 10. Ran SPLP on Grids 1, 2, 5, 7, 8 and 10. SPLP results below GCTL. Approved October 24, 2012.
15	Grids O21, O22, P20 and P21	65/35	Used to fill Lake 9 in Grids H10, H11 and H12.	Sampled on October 16, 2012. Below Direct Exposure Residential CTL, except for Grids 7 and 8. Ran SPLP on Grids 7 and 8. SPLP results below GCTL. Approved October 25, 2012.
Overburden	Grid G16	Not Blended	Moved to house pads at I-15-I16 and J16-J17.	
16	Grids, G10, G16-G17, P19 and P20.	65/35	Used to fill Lake 9 in Grid H10, with the exception of Grids 3, 7 and 8. Grids 3, 7 and 8 were re-blended in Pile 21.	Sampled on October 17, 2012. Ran SPLP on Grid 5. Returned results below GCTL.

17	Grids G14, G15, F8 and F9.	68/32	Used to fill Lake 8 at Grid H9, except Grid 1, which was re-blended in Pile 21.	Sampled on October 24, 2012. Ran Dieldrin SPLP on Grid 1, 6 and 7. Arsenic SPLP on Grid 3. All passed SPLP with the exception of Dieldrin at Grid 1.
18	Grids E8, F16, F17, G16, G17, H10 and Remix of Pile 13 (Grids 3 and 8).	65/35*	Placed in Lake 13.	Sampled on October 30, 2012. Approved November 8, 2012.
19	Grids C6, C7, D7, F16-F17, G10-G11, G13-G15, and H13	65/35	Placed in Lakes 7 and 8.	Sampled on October 31, 2012. Approved November 8, 2012.
20	Grids B5-B6, F17, G10, and G11	65/35	Placed in Lake 7 and between house pads H16-17, I16-I19, J19-J22, except Grid 1.	Sampled on November 2, 2012. Passed except for Grid 1, which was re-blend in Pile 26.
Silts/NSM	Lake 17 at Grid J23-J24	Not Blended	Placed on Liner at I23.	
NSM	Grids I9, I10, and J10	Not Blended	Placed in Park Area F15 and G15.	
Silts/NSM	Lake 8		Placed on Liner at I23.	
21	Grids F9-F10, I9, I10, J10 Grids 3, 7, 8 of Pile 16.	57/43*	Placed in Lake 7, also as caps Lots K18, L18, L19, and K19	Sampled on November 12, 2012. Approved November 19, 2012.
NSM	Grids I16-I17, J17 and K17 – Grids J18 and K18	Not Blended	Placed in Berm P20	

22	Grids I16- I17, J15- J18, K15- K18, L16, and L20- L21	61/39	Placed in Lake 7	Sampled on November 13, 2012. Approved November 19, 2012.
NSM	Grid C5, D5, C6 and D6	Not Blended	Moved to berm at Grids E4, F4, F5	
NSM	Grids J16- 17, K18- 19, L18- 19	Not Blended	Moved to berm at N22	
23	Grid J16- J17, K18- K19, and L18-L19	63/37	Moved to Lake 7	Sampled on November 14, 2012. Approved November 20, 2012.
NSM	Grids D7, E6 and E7	Not Blended	Moved to Berm at G5-6, F6, O21	
24	Grid D7	49/51	Used as cap on lots at Grids H17, I17-18, and J17-18	Sampled on November 16, 2012. Approved November 21, 2012.
NSM	Lake 7 at Grids G7- G8, H7- H8	Not Blended	Moved to Berm at Grids C2 and D3	
NSM	Grids H16-/H17, I16, I18 and J18	Not Blended	Moved to Berm at Grid K25	
25	Grids D6, Remix of Pile 20 (Grid 1)	53/47	Moved to Lake 8 and 9. and lots at H14-17, I18-19, and J20. G14 for cap.	Sampled on November 19, 2012. Approved November 29, 2012.
26	Grids L17- L18, J24, L24	44/56*	Moved to Lake 9.	Sampled on November 26, 2012. Approved December 6, 2012.

NSM	Grids H16-H17, I17-I18, J18-J19	Not Blended	Moved to Berm at Grid A1	
Overburden	Grid L17	Not Blended	Moved to house pads H16-17, I17-18, J18-19	
27	Grids L20, M19-M20, B2-B3, C2-C3	49/51	Moved to Lake 9.	Sampled on November 28, 2012. Approved December 7, 2012 except grids 1 and 4 to be remixed.
NSM	Grids B2-B3, C2-C3, J17-J18, K17-K19, L19-L20, M20	Not blended	Moved to berm at F10	
28	Grids K18-K19, L19, L21, M20-M21	55/45	Moved to Lake 9 and lots at Grids C5, D5, D6, and E6 as cap.	Sampled on November 29, 2012. Approved December 11, 2012.
29	Grids J17-J18, K17-K18, L20, M20	49/51	Moved to Lake 8 and 9.	Sampled on December 3, 2012. Approved December 13, 2012.
30	Grids L19, K19, K24	58/42	Moved to Lake 17	Sampled on December 4, 2012. Approved December 14, 2012.
31	Grids C7, D7	52/48	Moved to Lake 17	Sampled on December 6, 2012. Approved December 19, 2012.
32	Grids K20, K24, L20, M20	51/49	Moved to Lake 17	Sampled on December 11, 2012. Approved January 2, 2013.
NSM	Grids M23 and L23	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids M23 and L23	Not blended	Moved to spine road at H8-H9	
33	Grids N23, I14-I15 and remix of Pile27 (Grids 1 and 4)	54/46	Moved to Lake 17	Sampled December 13, 2012. Approved January 2, 2013.

34	Grids I14-I15, H14	53/47	Moved under building pads at D7	Sampled December 17, 2012. Approved January 14, 2013.
NSM	Grids K21-K22, L21-L22	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K21-K22, L21-L22	Not blended	Moved to spine road at G7-G8	
35	Grids I14-I15, H14	53/47	Moved to Lake 17	Sampled December 19, 2012. Approved January 2, 2013.
36	Grid H14	52/49	Reblended into Pile 46, 47, and 48	Sampled December 19, 2012. Approved January 14, 2013.
Silt	Lake 6 at E7	Not blended	Moved to liner at I20	
NSM	Grid N22	Not blended	Moved to temporary NSM pile adjacent to crusher	
37	Grid N22	54/46	Moved to Lake 17	Sampled December 21, 2012. Approved January 2, 2013.
38	Grid N23	58/42	Moved to Lake 17	Sampled December 28, 2012. Approved January 8, 2013.
NSM	Grids C5, D5, E6-E7, H8	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grid O22	Not blended	Moved to house pads at C5, D5, H8	
Overburden	Grid M24	Not blended	Moved to house pad at C5	
39	Grid N22	57/43	Used as cap for berm at A3 and A4.	Sampled January 8, 2013. Approved January 16, 2013.
40	Grid N23	54/46	Moved to Lake 6.	Sampled January 8, 2013. Approved January 22, 2013.
Overburden	Grids L20, M20	Not blended	Moved to house pads at D6	
NSM	Grids M15-M17, N15-N16, O15, and L16	Not blended	Moved to NSM pile at J11	
41	Grids M15, N15	52/48	Moved to Lake 12	Sampled January 10, 2013. Approved January 18, 2013.

42	Grids O15, N16	52/48	Moved to Lake 17 at K23, L23, M23	Sampled on January 14, 2013. Approved January 28, 2013.
43	Grids M16-M17, and L16	53/47	Moved to Lake 17	Sampled on January 16, 2013. Approved January 24, 2013.
Overburden	Grids M18-M19	Not blended	Moved to house pads at D6	
44	Remix of Pile 36	53/47	Moved to Lake 17	Sampled January 16, 2013. Approved January 24, 2013.
45	Grids N17-N18	60/40	Moved to house pads at D6, H17, I18, J19-J20, and L24. Used as cap for berm at A3.	Sampled on January 22, 2013. Approved February 1, 2013.
Overburden	Grids K24, M23	Not blended	Moved to house pads D6 and L24.	
46	Grid N23	58/42	Moved to lots at H15-16, I17-18, J19-20, J22 for cap	Sampled on January 25, 2013. Approved February 7, 2013.
47	Grids O19-O20	43/57	Moved to house pads for cap at J23-24, K23-24, L23-24, and M24.	Sampled on January 25, 2013. Approved February 13, 2013
Overburden	Grid F14	Not blended	Moved to townhome pads at E6	
NSM	Grids C6, D7	Not blended	Moved to temporary NSM pile adjacent to crusher	
48	Grids N16-18, O17-18	55/45	Moved to lots at J18-J19, and K18-K19 for cap	Sampled on January 30, 2013. Approved February 12, 2013.
49	Grids N19-22	57/43	Moved to Lake 17	Sampled on February 4, 2013. Approved February 11, 2013.
NSM	Grids N16-18, O17-18	Not blended	Moved to temporary NSM pile adjacent to crusher	

50	Grids N16-18, O17-18	55/45	Moved to Lake 13	Sampled on February 6, 2013. Approved February 22, 2013.
51	NSM Pile	59/41	Moved to lots at C5-C6, D4-D7, E7, and F7 for cap	Sampled on February 11, 2013. Approved February 22, 2013.
Overburden	P17	Not blended	Moved to house pad at N21	
NSM	Grids C6, D7	Not blended	Moved to temporary NSM pile adjacent to crusher	
52	NSM Pile	61/39	Moved to Lake 18	Sampled on February 21, 2013. Approved March 11, 2013
NSM	Grids N20, O20, P19	Not blended	Moved to temporary NSM pile adjacent to crusher	
53	NSM Pile	66/34	Moved to Lake 18	Sampled on February 21, 2013. Approved March 5, 2013.
54	NSM Pile	63/37	Moved to Lake 18. Used as cap below road at E4, F4-F5, G5-G7	Sampled on February 25, 2013. Approved March 6, 2013.
NSM	Grids D5, F13-14, G13-14	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids J12 and K13	Not blended	Moved to house pads at J12 and J13	
55	NSM Pile	65/35	Moved to Lake 17, Lake 18, and lot pads at K21, L21, and M20, and between lot pads at L22-L24 for cap.	Sampled on March 4, 2013. Approved March 18, 2013.
56	NSM Pile	60/40	Moved to Lake 18. Moved to lots at K23-K24 for cap	Sampled on March 6, 2013. Approved March 13, 2013.

57	NSM Pile	60/40	Moved to Lake 17. Moved to lots at J23-J24 and K24 for cap. Moved to lot pads at H14 I15, J16, K17-K19, and L19	Sampled on March 6, 2013. Approved March 13, 2013.
NSM	Grid I15	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids P17, P18	Not blended	Moved to house pads at M21-M22	
Overburden	Grids O16-O17	Not blended	Moved to house pads at L21, M21	
NSM	Grids F9-10, G10-11	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids G11-G12	Not blended	Moved to house pads at J13-J14	
58	NSM Pile	60/40	Lake Pit at F14; Berm Cap at D8, E8, E9, F9, F10, G10	Sampled on March 13, 2013. Approved March 28, 2013.
59	NSM Pile	60/40	Used as cap for road at E4	Sampled on March 18. Approved March 28, 2013.
NSM	Grids K11-K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
Overburden	Grids K11-K12	Not blended	Moved to house pads at K11-K12	
60	NSM Pile	59/41	Moved to Lake at F14, G14	Sampled on March 25, 2013. Approved April 15, 2013
61	NSM Pile	57/43	Moved to Lake at F14, G14, and lots at J11	Sampled on March 27, 2013. Below Direct Exposure Residential CTL, except Grid 1. Grid 1 below building pads. Ran SPLP on Grids 3, 4, 5 and 7. Analysis Below GCTL. Approved April 9, 2013.

62	NSM Pile	58/42	Moved to Lake 16 at O19. Grids 3-4 moved below house pads at J12, J14	Sampled on March 29, 2013. Approved April 9, 2013.
63	PA/NSM	70/30	Moved to Lake at F13, F14	Sampled on April 3, 2013. Approved April 12, 2013.
64	PA/NSM	70/30	Used as cap at A4, B4, A5, B5; house pads at I12, J12	Sampled on April 8, 2013. Below Direct Exposure Residential CTL, except Grid 3, 4, 8, and 9. Grids 3, 4, 8, and 9 placed under engineering control. Approved April 12, 2013.
65	PA/NSM	70/30	Moved to Lake 15 at O18, P18	Sampled on April 12, 2013. Approved April 22, 2013
NSM	Grids N17, O17, M18-M19	Not blended	Moved to temporary NSM pile adjacent to crusher	
66	PA/NSM	70/30	Grids 1, 2, & 5 used as cap between house pads at P19-p20; Remaining Grids Moved to house pads at J11, K11, K12, L12	Sampled on April 19, 2013. Approved May 8, 2013.
NSM	Grids P19, O20-O21, N19-N20	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J11-J12, I11-I12, K12, L12	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids K13, L13	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids J12, K12	Not blended	Moved to temporary NSM pile adjacent to crusher	
NSM	Grids L12-L13	Not blended	Moved to temporary NSM pile adjacent to crusher	

67	PA/NSM	70/30	Moved to Lake 15; Berm Cap at Q19, Q20	Sampled on April 24, 2013. Approved May 8, 2013.
68	PA/NSM	70/30	Moved to Lake 15	Sampled on April 29, 2013. Approved May 15, 2013
69	PA/NSM	70/30	Moved below house pads at J11, K11, I12	Not sampled – placed below engineering control (house pads)
70	PA/NSM	70/30	Moved below house pads at J13, K12, L13	Not sampled – placed below engineering control (house pad)
NSM	Grids P19-P20, O18-O20	Not blended	Moved to temporary NSM pile adjacent to crusher	
71	PA/NSM	70/30	Moved below house pads at K14, K15, L13, L14	Not sampled – placed below engineering control (house pad)
NSM	Grids O21, Q19-Q20	Not blended	Moved to temporary NSM pile adjacent to crusher	
72	PA/NSM	70/30	Moved below house pads at K11-K12, L12-L15, M13-M15	Not sampled – placed below engineering control (house pads)
73	PA/NSM	70/30	Moved to Lake 15	Sampled on May 6, 2013. Approved May 17, 2013.
74	PA/NSM	70/30	Moved to lots and between house pads at N15, O16-O20 as cap; placed below pad at M17	Sampled on May 6, 2013. Approved May 17, 2013.
NSM	Grids K15, L14, M14	Not blended	Moved to temporary NSM pile adjacent to crusher	
75	Grids L14, M14, M15	70/30	Moved to Lake 18; Moved to lots at N20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.

NSM	Grids M14-M15	Not blended	Moved to temporary NSM pile adjacent to crusher	
76	Grids L14, M14, M15	70/30	Moved to Lake 18, Moved to lots at O20 for cap	Sampled on May 23, 2013. Approved June 5, 2013.
77	NSM	Not blended	Blended into Pile 80	Not sampled – used for blending into Pile 80
78	Not generated – Pile No. skipped in sequence			
79	PA/NSM	70/30	Moved below house pads at L21-L22, M21-M22, N21-N22	Not sampled – placed below engineering control (house pads)
80	PA/NSM	70/30	Moved to lots and between house pads at L12-L13, M13-M14, and N14. Used as cap at L21-L22, M22, and N21-N22. Grid 4 placed below house pads at L12-23, M13.	Sampled on June 5, 2013. Approved June 17, 2013.
81	PA/NSM	70/30	Moved below house pads at I11-I12, J12-J13, K12-K14, L13-L14, M14-M15	Not sampled – placed below engineering control (house pads)
82	PA/NSM	70/30	Used as cap at P19-P20, O20-O21	Sampled on June 10, 2013. Approved June 20, 2013.
83	PA/NSM	70/30	Moved between house pads at J13-J14, K15, L16	Sampled on June 11, 2013. Approved June 27, 2013.
84	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 14, 2013. Approved June 21, 2013.

85	PA/NSM	70/30	Placed in Park Area at F13-F14 as cap	Sampled on June 21, 2013. Approved June 27, 2013.
86	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on June 25, 2013. Approved July 1, 2013.
87	PA/NSM	70/30	Moved below house pads at K14-K15, L14-L15, M15-M16; Used as Cap at A4-A5, B5, and in front of TH pads at C5-C6	Sampled on June 28, 2013. Approved July 12, 2013.
88	PA/NSM	70/30	Moved below house pads at J13-J14, K15, L16	Not sampled – placed below engineering control (house pads)
89	PA/NSM	70/30	Moved between house pads and as cap at N19.	Sampled on July 12, 2013. Approved July 19, 2013.
90	PA/NSM	60/40	Moved between house pads and as cap at Q19, P19-P20, O21	Sampled on July 12, 2013. Approved July 19, 2013.
91	PA/NSM	60/40	Moved Grids 1, 4, 5, 7, and 8 below house pads and remaining as cap at K22, L21-L22, M21-M22	Sampled on July 12, 2013. Approved July 23, 2013.
92	PA/NSM	70/30	Moved Grids 1, 7, 8, & 9 below house pads and remaining as cap at M18-M19, N17-N18	Sampled on July 25, 2013. Approved August 5, 2013
93	PA/NSM	70/30	Moved Grid 3 below house pads and as cap at N17-N18. Grid 1 reblended into Pile 97	Sampled on August 2, 2013. Approved August 9, 2013.

94	PA/NSM	70/30	Moved between house pads and as cap at K13-K14, L14, M14-M15	Sampled on August 7, 2013. Approved August 13, 2013.
95	PA/NSM	70/30	Transported offsite to 400 Sunny Isles Blvd, Sunny Isles Beach, FL to be used as fill	Sampled on August 7, 2013. Approved August 13, 2013.
96	PA/NSM	70/30	Grid 1 placed below house pads at M22 and Grid 4 of pile remains onsite (at Grid A2). Grids 2, 3, and 5-10 transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 7, 2013. Approved August 14, 2013.
97	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 8, 2013. Approved September 11, 2013.
98	PA/NSM	70/30	Moved between house pads at M16, N17, O18-O19	Sampled on August 12, 2013. Approved August 16, 2013
99	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 19, 2013. Approved August 27, 2013.
100	PA/NSM	70/30	transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 19, 2013. Approved August 27, 2013.
101	PA/NSM	70/30	Grid 4 Placed in Berm P16-17, transported offsite to 400 Sunny Isles Condos to be used as fill	Sampled on August 22, 2013. Approved October 24, 2013
102	PA/NSM	70/30	Off-site	Sampled on August 22, 2013. Approved October 24, 2013

103	PA/NSM	70/30	Off-site	Sampled on August 29, 2013. Approved October 24, 2013.
104	PA/NSM	70/30	Off-site	Sampled on August 29, 2013. Approved October 24, 2013.
105	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 13, 2013. Approved October 18, 2013
106	PA/NSM	70/30		Sampled on September 10, 2013. Approved October 24, 2013.
107	PA/NSM	70/30	Grids 5-7 placed in Berm.	Sampled on September 10, 2013. Approved October 24, 2013
108	PA/NSM	70/30	Placed in Park Area at F15-F17 as cap	Sampled on September 26, 2013. Approved October 18, 2013
109	PA/NSM	70/30	Moved below house pads at I12, J12-J14, K14-K15, L14-L16	Not sampled – placed below engineering control (under road and house pads)
110	PA/NSM	70/30	Moved between house pads and as cap L21-L22	Sampled on October 3, 2013. Approved October 16, 2013
111	PA/NSM	70/30	Transported offsite to	Sampled on October 9, 2013. Approved October 18, 2013
112	PA/NSM	70/30	Regency Point Apts (Miami) to be used as fill	Sampled on October 18, 2013. Approved October 24, 2013.
113	PA/NSM	70/30		Sampled on October 22, 2013. Approved October 30, 2013.
114	PA/NSM	70/30		Sampled on October 22, 2013. Approved October 30, 2013.
115	PA/NSM	70/30	Used as cap for berm at P17, Q18-Q19	Sampled on October 23, 2013. Approved October 31, 2013.
116	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL	Sampled on October 23, 2013. Approved October 31, 2013.
117	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL, used to mix pile 119.	Sampled on October 24, 2013. Approved November 5, 2013

118	PA/NSM	70/30	Transported off-site to 9600 Premiere Parkway Miramar, FL, Used to mix Piles 119 and 120	Sampled on October 24, 2013. Approved November 5, 2013
119	Pool Material, and Materials from Driveway and Sidewalk Cutouts	70/30	Tree Hammock Liner at B2-B4, Transported off site to Ives Dairy and Dixie Hwy.	Sampled on January 23, 2015. Approved February 4, 2015.
120	PA/Pool Material, and Materials from Driveway and Sidewalk Cutouts	70/30	Transported off site to Ives Dairy and Dixie Hwy.	Sampled on January 23, 2015. Approved February 4, 2015.

**NSM = Non-Structural Material**

Pile: Approximately 5,500 cubic yards.

Mix Ratio: Limestone / Estimated Volume of Overburden Soils

Note: The mix ratio for re-blended Piles does not include limestone estimates from the original mix.

Should you require any additional information, please contact the undersigned at 561-282-8434.

Sincerely,  
**Air, Water & Soil Engineering, Inc.**



Curtis L. Dokken, P.E., BC, PSSC  
Engineer