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1-7
8-14
15-21

22-28
29-35

36-42
43-49

50-56
57-63

64-70
71-77

78-84
85-91

92-99

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

Complex Business Litigation Section

CASE NO. 12-33641 CA 03

FILED FOR RECORD
2014 OCT -6 AM 11:29
CLERK OF THE CIRCUIT COURT
ELEVENTH JUDICIAL CIRCUIT
MIAMI, FLORIDA

ST. ANDREWS HOLDINGS, LTD. n/k/a
FORT DALLAS GOLF CLUB, LTD., a
Florida limited partnership; and
NORTHEASTERN GOLF LLC, a Florida
limited liability company,

Plaintiffs,

vs.

ALAIN J. MOROT-GAUDRY, et al.,

Defendants.

FINAL ORDERS AS TO ALL PARTIES
SRS DISPOSITION
NUMBER 12
THE COURT DISMISSES THIS CASE AGAINST
ANY PARTY NOT LISTED IN THIS FINAL ORDER
OR PREVIOUS ORDER(S). THIS CASE IS CLOSED
AS TO ALL PARTIES.
Judge's Initials AG

**FINAL JUDGMENT INVALIDATING
THE 1968 RESTRICTION AND QUIETING TITLE**

THIS MATTER came before the Court on cross-motions for summary judgment on
Count I of the Amended Complaint regarding the application of the Marketable Record Titles to
Real Property Act ("MRTA"), Chapter 712, Florida Statutes (2012) to a 1968 restriction

recorded against Plaintiffs' property (the "1968 Restriction").¹ Companion cross-motions for summary judgment were additionally presented with respect to Count II of the Amended Complaint seeking to quiet title to Plaintiffs' property in accordance with MRTA.

Because this Court's Order Granting Plaintiffs' Motions for Summary Judgment and Denying Defendants Cross-Motions for Summary Judgment (the "Order")² extinguishes the 1968 Restriction and quiets title to Plaintiffs' property based upon undisputed, independent, and separate facts regarding MRTA and the title issues presented, the Court hereby enters this Final Judgment for Plaintiff St. Andrews, whose principal address is 9400 SW 130 Avenue, Miami, Florida 33186, and Plaintiff Northeastern, whose principal address is 133 Sevilla Avenue, Coral Gables, Florida 33134, who are the owners of certain real property having an address of 9400 SW 130 Avenue, Miami, Florida (Folio No. 30-5902-000-0010) (the legal description of the property is attached hereto as **Exhibit C**).

Based on the foregoing, the Court **FINDS, ORDERS** and **ADJUDGES** as follows:

1. The 1968 Restriction is extinguished by operation of MRTA because it:
 - a. was recorded more than thirty (30) years prior to the time when marketability is being determined;
 - b. pre-dates Plaintiffs' root of title;
 - c. was not identified, either by reference to the book and page number at which it was recorded, or by reference to a recorded plat, in the root of title or any post-root muniment of title;
 - d. was not preserved in accordance with MRTA's statutory notice procedure;
and,
 - e. is not otherwise excepted or excluded from MRTA.

See § 712.02-.06, Fla. Stat.

¹ A true and correct copy of the 1968 Restriction is attached hereto as **Exhibit A** and incorporated herein.

² A true and correct copy of the Order is attached hereto as **Exhibit B** and incorporated herein.

2. By operation of MRTA, Plaintiffs' property is hereby declared free and clear of all estates, interests, claims, and charges, however denominated, that depend upon or are based upon the 1968 Restriction. *See* § 712.04, Fla. Stat. Correspondingly, any claim that depends upon the 1968 Restriction is declared to be null and void and title to Plaintiffs' property is hereby quieted as to any and all such claims. *See id.* For purposes of clarity and recording, the 1968 Restriction recorded at **Official Records Book 5891, Page 633** of the Public Records of Miami-Dade County, Florida, is hereby declared void and extinguished. The Clerk is hereby authorized to note the extinguishment of the 1968 Restriction within the Official Records of Miami-Dade County.

3. Final Judgment is hereby entered in favor of Plaintiffs, ST. ANDREWS HOLDINGS, LTD. n/k/a FORT DALLAS GOLF CLUB, LTD. and NORTHEASTERN GOLF LLC on Counts I and II of the Amended Complaint.

4. Final Judgment is hereby entered against the DEFENDANTS on Counts I and II of the Amended Complaint. Due to the large number of DEFENDANTS, their names and addresses are set forth on **Exhibit D**.

5. Based on this Court's invalidation of the 1968 Restriction based upon MRTA, the Court does not need to reach the balance of Plaintiffs' claims which are moot.

6. The Court retains jurisdiction to enter such order(s) as are necessary to enforce this Final Judgment. The Court further retains jurisdiction to determine any timely-filed motion for attorneys' fees and costs, if and to the extent such an award is authorized by law.

DONE and ORDERED in Chambers, at Miami-Dade County, Florida, this 6 day of

~~September~~, 2014.

October
JD


The Honorable Jennifer D. Bailey
Circuit Judge

cc: Jeffrey S. Bass, Esq. (jbass@shubinbass.com; eservice@shubinbass.com)
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Plaintiff, St. Andrews Holdings, Ltd. n/k/a Fort Dallas Golf Club, Ltd
9400 SW 130 Avenue, Miami, Florida 33186
Folio No. 30-5902-000-0010

Plaintiff, Northeastern Golf LLC
133 Sevilla Avenue, Coral Gables, Florida 33134

Exhibit A

copy

2-55-39

RESTRICTION

CRB. 5891/633

THIS INSTRUMENT made this 27th day of March, 1968, by
MOST AVAILABLE, INC., a Florida corporation, being the owner in fee
simple of that certain real property located in Dade County, Florida,
described as follows, to-wit:

A 162 acre parcel of land in Section 2, Township 55 South, Range 39 East,
particularly described as follows, to-wit:

Commence at the SW corner of the SE $\frac{1}{4}$ of Section 2, Township 55 South, Range
39 East; Thence run due North along the West line of the SE $\frac{1}{4}$ of said Section
2 for a distance of 1,170.0 feet to a point on a circular curve; Thence run
due East for a distance of 180.0 feet to the point of beginning of the tract
of land herein described; Thence run South and East along a circular curve
concave to the NE, having a radius of 300.0 feet through a central angle of
90 degrees for an arc distance of 471.24 feet to the end of said curve; Thence
run due East for a distance of 210.0 feet to the beginning of a tangential
circular curve; Thence run Easterly along said circular curve concave to the
South, having a radius of 630.0 feet through a central angle of 23 degrees 30
minutes for an arc distance of 258.40 feet to a point of reverse curve; Thence
run in an Easterly direction along a circular curve, concave to the North, having
a radius of 1,625.0 feet through a central angle of 26 degrees 00 minutes for
an arc distance of 737.40 feet to a point of compound curve; Thence run North-
erly and Westerly along said curve, concave to the West, having a radius of
245.0 feet through a central angle of 150 degrees 00 minutes for a distance of
641.41 feet to a point of reverse curve; Thence Westerly along said curve whose
center bears North 27 degrees 30 minutes East having a radius of 470.0 feet
through a central angle of 30 degrees 15 minutes for an arc distance of 248.14 feet
to a point of reverse curve; Thence run in a Westerly direction along said
curve, concave to the Southwest, having a radius of 860.0 feet through a central
angle of 46 degrees 19 minutes 49 seconds for an arc distance of 695.41 feet
to the end of said curve. The center of the aforesaid circular curve bears South
11 degrees 25 minutes 11 seconds West; Thence run West, North and East along

Exhibit A

a circular curve whose center bears North 19 degrees 12 minutes 42 seconds West and having a radius of 170.0 feet through a central angle of 235 degrees 58 minutes 28 seconds for an arc distance of 700.15 feet to the intersection of a circular curve whose center bears South 10 degrees 44 minutes 08 seconds West; Thence run Southeasterly along said circular curve having a radius of 1,160.0 feet through a central angle of 47 degrees 00 minutes 53 seconds for an arc distance of 951.84 feet to a point of reverse curve; Thence run Easterly and Northerly along said circular curve concave to the Northwest having a radius of 170.0 feet through a central angle of 155 degrees 45 minutes for an arc distance of 462.12 feet to the end of said curve; Thence run North 8 degrees 00 minutes West for a distance of 680.0 feet to the beginning of a tangential circular curve; Thence run Northerly along said circular curve, concave to the East having a radius of 350.0 feet through a central angle of 24 degrees 45 minutes for an arc distance of 212.28 feet to a point of reverse curve; Thence run Northerly along said curve, concave to the West, having a radius of 215.0 feet through a central angle of 37 degrees 45 minutes for an arc distance of 141.66 feet to the end of said curve; Thence run North 11 degrees 00 minutes West for a distance of 325.0 feet to the beginning of a tangential circular curve; Thence run North along said curve concave to the East, having a radius of 500 feet through a central angle of 32 degrees 00 minutes for an arc distance of 279.25 feet to a point of reverse curve; Thence run North along said curve, concave to the West, having a radius of 950.0 feet through a central angle of 30 degrees 30 minutes for an arc distance of 505.71 feet to a point of compound curve; Thence run Northwesterly along said curve concave to the Southwest having a radius of 2,180.0 feet through a central angle of 18 degrees 40 minutes 43 seconds for an arc distance of 710.69 feet to the end of said curve whose center bears South 61 degrees 49 minutes 17 seconds West; Thence run North 88 degrees 00 minutes West for a distance of 104.55 feet to the beginning of a tangential circular curve; Thence run Southwesterly along said curve concave to the Southeast, having a radius of 1,130.0 feet through a central angle of 36 degrees 30 minutes for an arc distance of 719.86 feet to a point of compound curve; Thence run Southerly along said curve, concave to the Southeast having a radius of 800.0 feet through a central angle of 37 degrees 00 minutes for an

arc distance of 560.20 feet to the end of said curve; Thence run South 18 degrees 30 minutes West for a distance of 340.0 feet to a point; Thence run North 71

degrees 30 minutes West for a distance of 300.0 feet to a point; Thence run North 18 degrees 30 minutes East for a distance of 480.0 feet; Thence run North 10 degrees 30 minutes East for a distance of 470.0 feet to a point; Thence run South 88 degrees 00 minutes West for a distance of 255.0 feet to the beginning of a tangential circular curve; Thence run Southwesterly along said curve concave to the Southeast having a radius of 360.0 feet through a central angle of 54 degrees 30 minutes for an arc distance of 343.43 feet to a point of reverse curve; Thence run Southwesterly along said curve concave to the Northwest, having a radius of 1,215.0 feet through a central angle of 20 degrees 43 minutes for an arc distance of 440.02 feet to a point of compound curve; Thence run along said curve concave to the North having a radius of 470.0 feet through a central angle of 53 degrees 45 minutes for an arc distance of 440.91 feet to a point of reverse curve; Thence run Westerly along said curve concave to the South, having a radius of 640.0 feet through a central angle of 21 degrees 14 minutes 22 seconds for an arc distance of 237.25 feet to a point of compound curve;

Thence run Westerly along said curve concave to the Southeast having a radius of 1,350.0 feet through a central angle of 19 degrees 48 minutes 51 seconds for an arc distance of 466.86 feet to the end of said curve whose center bears South 23 degrees 03 minutes 13 seconds East; Thence run Southerly along a circular curve, whose center bears South 55 degrees 30 minutes East, having a radius of 275.0 feet through a central angle of 75 degrees 00 minutes for an arc distance of 359.97 feet to a point of compound curve; Thence run Easterly along said curve concave to the Northeast having a radius of 975.0 feet through a central angle of 31 degrees 30 minutes for an arc distance of 536.03 feet to the end of said curve; Thence South 72 degrees 00 minutes East for a distance of 130.0 feet to the beginning of a tangential circular curve; Thence run Southeasterly along said curve concave to the Southwest having a radius of 590.0 feet through a central angle of 45 degrees 15 minutes for an arc distance of 465.96 feet to a point of reverse curve; Thence run Southeasterly along said curve concave to the Northeast having a radius of 230.0 feet through a central angle of 41 degrees 15 minutes for an arc distance of 165.59 feet to a point of reverse curve; Thence run southeasterly along said curve concave to the Southwest having a radius of 410.0 feet through a central angle of 24 degrees

00 minutes for an arc distance of 171.74 feet to a point of compound curve; Thence run Southerly along said curve concave to the Southwest having a radius of 910.0 feet through a central angle of 37 degrees 00 minutes for an arc distance of 567.65 feet to a point of reverse curve; Thence run Southerly along said curve concave to the Northeast having a radius of 1,800.0 feet

through a central angle of 15 degrees 00 minutes for an arc distance of 471.24 feet to a point of reverse curve; Thence run South along said curve concave to the West, having a radius of 470.0 feet through a central angle of 45 degrees 00 minutes for a distance of 369.14 feet to a point of reverse curve; Thence run South along said curve concave to the East having a radius of 300.0 feet through a central angle of 23 degrees 00 minutes for an arc distance of 120.43 feet to the point of beginning.

The aforescribed property may only be used for the following purposes:

A golf course and for the operation of a country club which may include a clubhouse, pro shop, locker rooms, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking, tennis courts, putting greens, golf driving ranges and all other uses incidental thereto.

These restrictions shall continue for a period of ninety-nine years unless released or revised by the Board of County Commissioners of the County of Dade, State of Florida, or its successors with the consent of 75% of the members of the corporation owning the aforescribed property and those owners within 150 feet of the exterior boundaries of the aforescribed property.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed by its proper officers, and its corporate seal to be affixed, the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Alvin R. Alley
Virginia B. King

MOST AVAILABLE, INC.

BY *Stanley Glaser*
Stanley Glaser, President
Attest: *Carl Westman*
Carl Westman, Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS:

(Corporate Seal)

I HEREBY CERTIFY that on this 28th day of March, 1968, before me personally appeared Stanley Glaser and Carl Westman, President and Secretary respectively of Most Available, Inc., a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my signature and official seal at Miami, in the County
and State aforesaid, the day and year last aforesaid.



Notary Public

Exhibit B

ST. ANDREWS HOLDINGS, LTD, n/k/a
FORT DALLAS GOLF CLUB, LTD.; et al.,

Plaintiff,

v.

ALAIN J. MOROT-GAUDRY; et al.,

Defendants.

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-
DADE COUNTY, FLORIDA

CIRCUIT CIVIL DIVISION

Complex Business Litigation Section

CASE NO. 12-33641 CA 03

**ORDER GRANTING PLAINTIFFS' MOTION FOR SUMMARY JUDGMENT AND
DENYING DEFENDANTS CROSS-MOTIONS FOR SUMMARY JUDGMENT**

The Court hereby **ORDERS and ADJUDGES** as follows:

This case came before the Court on cross motions for Summary Judgment on Counts 1 and 2. At the commencement of the hearing, the Court asked whether any party was contending that there were genuine issues of material fact prohibiting summary judgment, or since all parties were moving for summary judgment, there was consensus that the issues between the parties were purely legal questions susceptible to cost-effective resolution by summary judgment. The parties agreed on the record that there were no genuine issues of material fact and that the case could be decided by the Court on the legal arguments. The Court grants St. Andrew's Motion on Count 1 with directions and on Count 2 consistent with the entry of judgment on Count 1.

UNDISPUTED FACTS

Parties:

This case involves 160 acres of real property in southwest Miami-Dade County locally referred to as the Calusa Club Golf Course ("golf course"). The property is currently owned by the Plaintiff, referred to as "St. Andrews."

There are 138 lots privately owned by individual defendants within 150 feet of the property line of the golf course. Although these individuals are individually represented, they have a similar community of interest and are referred to in this proceeding as the "Save Calusa ring lot" defendants or, referring to the property, "ring lots".

Exhibit B

Bk 29341 Pg 3417 CFN 20140700521 10/08/2014 10:36:48 Pg 11 of 41 Mia-Dade Cty, FL

History:

This property was developed in the late 1960's. The initial zoning application, filed by the owner North Kendall Investments, Ltd. in April 19, 1967, indicated intent to build on 230 acres: 162 for a golf course, clubhouse and parking and 22 acres for roads, which required no zoning change from the existing GU status; and 46 acres for single-family home with a zoning change to EUM. The developer separately developed the homes and the golf course independently of one another. The golf course was separately developed as a for-profit golf course/club. The parcels were separately zoned EUM and GU.

The 138 ring lots adjoining the golf course do not have any covenants or restrictions in their deeds which burden their property in relation to the golf course, nor do they have any other rights or responsibilities with regard to the golf course. There are no reciprocal restrictive covenants. There is nothing on the subdivision plat, or in the chain of title of the Save Calusa ring lot defendants' properties, referencing the golf course or its existence.

During the course of the zoning process for the EUM zoning change for the subdivision, the County required a restriction limiting the adjoining property use to golf course. The golf course property was not rezoned.

There is no evidence in any record that indicates that the County or its staff required the restriction to include an approval vote by surrounding property owners for any future change. The zoning record evidence merely reflects that a golf course restriction was required.

As a result of the restriction requirement, the property developer recorded a document called "Restriction" dated March 28, 1968 (which will be referred to as the "golf course restriction.") in the Official Records of Dade County at Book 5891, page 634. It is a unilateral declaration that does not reference the subdivision, any proposed or filed subdivision plat or the ring lots in any way. The restriction lists the legal description and states:

The aforesaid property may be used only for the following purposes:

A golf course and for the operation of a country club which may include a clubhouse, pro shop, locker rooms, swimming pools, cabanas, liquor, beer and wine bar facilities, dining room facilities, parking tennis courts, putting greens golf driving ranges and all other uses incidental thereto.

These restrictions shall continue for a period of ninety-nine years unless released or revised by the Board of County Commissioners of the County of Dade, State of Florida, or its successors with the consent of 75% of the members of the corporation owning the

**consent of 75% of the members of the corporation owning the
aforescribed property and those owners within 150 feet of the
exterior boundaries of the aforescribed property. (emphasis
the court's).**

The restriction itself is the first record evidence of the grant of the approval vote.

The golf course property was conveyed in 1977 to Stanley Glaser in the first deed after the recording of the above-described restriction. The deed makes the conveyance subject to "Conditions, restrictions and limitations..." but does not specifically list the golf course restriction. In fact, none of the subsequent transfers of the golf club property ever specifically refer to the golf course restriction in the deeds themselves, either as a golf course restriction or by OR book and page. Plaintiff's root of title is the November 1979 deed from Calusa Country Club, Inc. to Calusa Golf Club, Inc. Language in that deed indicates that the transfer was subject to "conditions and restrictions and limitations of record but should not be interpreted so as to reimpose same." There is no reference to the specific golf course restriction. In fact, as subsequent transfers and deeds took place, the language became watered down:

- "Subject to: Zoning, restrictions, prohibitions and all other matters of record by reason of the Plat or Governmental Authority..." [Warranty Deed of 3/29/96]
- "Subject to: ...conditions, restrictions, limitations, easements, mortgages, and all other matters of record, if any, however, this conveyance shall not operate to reimpose same; and zoning and government ordinances." [Warranty Deeds of 8/7/97, similar language in Warranty Deed of 2/5/99]
- "Subject to: Easement, dedication, limitations, reservations and restrictions of record, but this reference shall not operate to reimpose same." [Trustee's Deed of 5/11/00, similar language in Warranty Deed of 11/25/03]
- "This conveyance is subject to ...any and all other existing easements, restrictions, agreements and other matters lawfully affecting title to the Property, but without reimposing any of same." [Special Warranty Deed of 12/29/06]

The golf course was never platted. The surrounding subdivision community was platted as Calusa Club Estates and recorded in Plat Book 100, page 41, and the residential plat contains no reference of any rights with regard to the golf course property. As opposed to the development scheme utilized in many golf course communities, there was no common plan of development in which an association was created. There are no membership benefits or maintenance or financial obligations. There is no homeowner's or community association to which the Save Calusa ring lot defendants belong, and none was ever created or required as a condition of property ownership. The restriction recorded in 1968 does not, on its face, identify who was to benefit from the restriction other than referencing the vote. There is no claim of "right" to the golf course by any party to this case, for example by members of a country club. No defendant claims an interest in this golf course land itself.

No individual or entity has ever undertaken any effort to perpetuate, renew, or preserve the golf course restriction in the public record. No written notice reasserting the 1968 restriction vote requirement was ever filed by the Save Calusa ring lot defendants or the County.

The County has elected to treat the vote language in the restriction as requiring an approval vote from the ring lot owners as a pre-requisite requirement prior to any zoning application being accepted for filing. The County has refused to process St. Andrew's zoning request

without 75% approval of the homeowners as described in the restriction.

St. Andrews attempted to secure a release of the restriction by agreement of the ring lot defendants. While a number of ring lot homeowners agreed, other ring lot property owners rejected the solicitation in sufficient number to torpedo the effort; therefore the County has refused to process St. Andrew's zoning application because there is no proof of approval by 75% of the ring lot owners.

Legal Analysis

The parties' positions:

Plaintiff has filed a motion for summary judgment to eliminate the 1968 restriction on the property pursuant to the Marketable Record Titles to Real Property Act, Fla. Stat. §712 ("MRTA"). Section 712.04 of MRTA provides that "a marketable record title is free and clear of all estates, interests, claims and charges, the existence of which depends on any act, title, transaction event or omission that occurred before the effective date of the root of title." The root of title period is 30 years. §712.01 (2)

The MRTA further provides that:

Any person claiming an interest in land or a homeowners' association desiring to preserve any covenant or restriction may preserve and protect the same from extinguishment....by filing for the record, during the 30-year period immediately following the effective date of the root of title, a notice in writing, in accordance with the provisions hereof, which notice shall have the effect of so preserving such claim or right or such covenant or restriction....No disability or lack of knowledge of any kind of the part of anyone shall delay the commencement of or suspend the running of said 30-year period... §712.05(1)

Plaintiff St. Andrews argues that the 1968 restriction is over 30 years old, pre-dates Plaintiff's root of title, was not preserved under the MRTA by the filing of a written notice under the statute, and does not fall within any exception to the MRTA. The Plaintiff asserts that as a result this intangible right to vote has been terminated as a matter of law by the MRTA and that the Save Calusa ring lot owners are protected by the county's regular zoning process with regard to any development of the golf course property. The Plaintiff clarified at the hearing that it seeks to have the county process its application for zoning without the prerequisite of an affirmative vote from the ring lots.

The Save Calusa ring lot defendants argue that because they have no legal relationship to the golf course property, they had no opportunity to file the written notice to preserve the restriction. They want the golf course restriction to remain in place. As characterized by the Save Calusa Defendants in their memorandum: "...[T]he only written protection provided to Ring homeowners is the covenant mandated by the County as part of zoning permissibility." Save Calusa memo at p. 4. There is no evidence in the 46 year-old zoning records indicating that the vote language in the restriction was required for approval of the Calusa subdivision zoning. The interest that the Save Calusa defendants are asserting is the intangible right to rely

upon the vote requirement which was included in the restriction recorded by the Plaintiff's predecessor in title during the zoning process, but which vote requirement was not required by the county during the zoning process as reflected by the zoning records.

The County is concerned about the use of MRTA as a private tool to interfere with public zoning and therefore objects. However, the County has injected the MRTA interface with zoning into this case by refusing to evaluate St. Andrew's zoning petition without a 75% vote. The County is concerned about a construction of the MRTA which would require the county to file under the MRTA to continually assert its dependence on restrictions required in the zoning process to preserve the restrictions.

Toward that end, this Court would note that this case involves a very unique set of facts: the restriction in question was not imposed as part of a zoning change for the property which was subject to the restriction. Instead, the restriction was requested as a zoning change for surrounding property which: 1) failed to reference the restriction or covenant in any way, 2) was not a homeowner or community association, and 3) had no legal rights, responsibilities or relationship with the property burdened by the restriction.

Analysis:

As to the private property owners: Summary Judgment is granted in favor of Plaintiff under the MRTA

The Save Calusa ring lot defendants assert these rights as personal rights due to the geography of their property, but assert that because these rights do not stem from any documented relationship or appear in any muniment of title, and as the Save Calusa ring lot owners do not have any status as a homeowner association or other relationship with the golf course, they had no means of reasserting the restriction under the MRTA and that therefore the right can never expire.

Therefore, they argue, Save Calusa individuals could never have asserted "a claim of interest in land" through written notice under the MRTA when they did not have an interest in the golf course land. The Save Calusa ring lot defendants state in their motion "As a result, the only written protection which was provided to Ring homeowners is the covenant mandated by the County as part of zoning permissibility.

The Save Calusa defendants' position is inconsistent with the stated purpose of the MRTA. If a tangible restriction or right of record can be extinguished by failure to reassert it in 30 years,

then it would seem that an intangible "right to vote" about nearby property would pass at the expiration of the MRTA deadline. The defendants were clearly aware of the voting language and have strenuously objected to other development schemes in the past with regard to this property. The Clerk of Courts does not rule on, assess, or reject the legal appropriateness of MRTA notices filed into the official record. There was nothing prohibiting the individual defendants from undertaking written notice of their reliance on the restriction within the official records of Miami-Dade County to protect their vote under the MRTA.

The language of the MRTA is very broad and relieves burdened property of any claim which is not renewed under the statute. The statutory language dictates that the MRTA shall be liberally

construed and precludes additional judicially-created exceptions to the statute. Fla. Stat. §712.10; §712.19. General references to restrictions in the chain of title are insufficient to preserve restrictions under the MRTA, see §712.03(1); Sunshine Vistas Homeowner's Assn. v. Caruana, 623 So.2d 490, 491-92 (Fla. 1993); Matissek v. Waller, 51 So.3d 625, 629 (Fla. 5th DCA 2011).

The Save Calusa ring lot owners protest that they bought their properties with the expectation that, pursuant to the restriction on the golf course property, they would remain golf course adjacent properties until the restriction expired in 2066. However, such an expectation is still subject to the MRTA. The expectation of a vote is not protected. In Berger v. Riverwind Park Inc., 842 So.2d 918 (Fla. 5th DCA 2003), the developer recorded a restriction providing that all 9 lots in the subdivision were to be used as residential lots and that the restriction could only be removed or amended by the consent of owners of 50% of the property. In that instance, the appellate court found that the MRTA extinguished the restrictions.

As in Matissek, the restriction here was recorded outside the chain of title of the Save Calusa ring lot defendant's properties. The restriction is not referenced in the subdivision plat, and there is no plat for the golf course property, in contrast to the reference to plats in Sunshine Vistas Homeowners Assn. v. Caruana, 623 So.2d 490 (Fla. 1993).

This Court faces a conundrum of private rights. The ring lot defendants bought golf course adjacent properties with the expectation it would stay a golf course for 99 years. The property owners own a private golf course which is no longer economically viable. The enforcement of this voting right for the remaining 53 years lets private legal strangers restrict a private property owner's use of his property. The ring lot defendants insist that the property should remain a golf course despite having no obligation to support, maintain, or otherwise financially contribute to the golf course's existence. A golf course is not like a natural condition. Man, not Mother Nature, creates and maintains golf courses; in fact Mother Nature does all she can to return the land to the wild. It is something must be maintained at significant expense. There is potential private liability for failure to maintain that is not subject to the sovereign immunity of public parklands. This Court attempted to encourage the defendants to explore potential win-win options here, but even appointing an expert mediator resulted in an impasse at the first meeting.

This case differs from the facts in Metropolitan Dade County v. Fountainbleau Gas & Wash, Inc., 570 So.2d 1006 (Fla. 3rd DCA 1990). In that case, the property developer offered to restrict use of the subject property to a bank during a zoning application, and the "...preamble to the

zoning resolution clearly expressed that the county commission granted rezoning only for a bank or savings and loan and accepted the property owner's offer of a restrictive covenant and the county's option to enforce this covenant." Id at. 1007. The referenced covenant was never recorded. In that instance, the original application before the county commission was for the use of the burdened property only as a bank or savings and loan. The county acted in reliance on the restriction and approved conditioned on the explicit restriction of limiting use to a bank or savings and loan. The resolution included the use restriction which became binding on the burdened property.

In this case, there is no zoning process document which requires or references anything other than a requirement that this 162 acre property be used as a golf course. There is no evidence of a requirement of a vote by ring lot property owners imposed by the zoning process as a condition of zoning; in fact, the golf course property was never rezoned. The only rezoning was the subdivision property which contains no restriction or reference to the vote right. The Save Calusa ring lot owners clearly state their position that this right derives from the zoning process. If so, the existence and perpetuation of this vote requirement should be considered as part of the zoning process. There is no legal support for a stand-alone enforceable right that should not be subject to the MRTA, without reasonable expiration and without any criteria of reasonableness

The MRTA extinguishes the individual ring lot owners' right to vote and consent or refuse to consent to a zoning change for the golf course property. The vote requirement as a separate enforceable private right is subject to the MRTA and no steps were taken to preserve that right under the MRTA. The restriction and vote requirement cannot be enforced by the Save Calusa ring lot defendants. Summary Judgment is granted as to the individual defendants.

As to Miami-Dade County, the Plaintiffs' Motion for Summary Judgment is granted with directions from the Court as to future proceedings:

Viewing the record most favorably to the County, it has been established that the County required a golf course restriction to rezone the adjacent property for subdivision development. There is no evidence that the County required the consent vote contained the restriction. In the instant case, the vote requirement is not embedded in the zoning process resolutions, minutes or board/commission votes in contrast to the record in the Fontainebleau Gas & Wash case, supra.

The troubling aspect of this case for the Court is that the County has abdicated its zoning process to the ring lot owners by taking the position that it is precluded from considering a zoning request absent consent of the ring lot owners. This determination licenses complete discretion to the ring lot property owners without any standards reflecting consideration of any appropriate land use criteria.

Miami-Dade County, cannot contract away the exercise of its police or legislative powers. See,

Chung v. Sarasota County, 686 So.2d 1358 (Fla. 2nd DCA 1996). The county cannot delegate its powers by "investing unbridled discretion in a private property owner," County of Volusia v. City of Deltona, 925 So.2d 340, 345 (Fla. 5th DCA 2006); Amara v. Town of Daytona Beach Shores, 181 So.2d 722, 724 (Fla. 1st DCA 1966). The Amara case involved a city ordinance which required the written consent of oceanfront property owners before any occupational license for beach concessions could be issued for the beach in front of their property, which analogizes tidily to the Save Calusa ring lot owners. As picturesquely stated by the appellate court: "[e]ven if the licensing of businesses selling hot dogs or rides on miniature trains could be classified as regulations imposed to promote health, welfare, safety and morals, it is still necessary that the exactions be fixed in the ordinance with such certainty that the granting and denial of a license could not be left to the whim of a private property owner..." Id at. 725.

The ring lot owners have unbridled discretion under the county's current view. St. Andrew's failure to secure consent is not altogether surprising. Any student of rational economic decision-making would recognize that the property owners have a free private green space in their backyards that cannot, without their agreement, be put to any other use. The ring lot owners have no responsibilities with regard to this property; only, as they see it, rights. There is no standard for the exercise of the discretion delegated to the ring lot owners, not even a reasonableness requirement.

Genuine standards are important in zoning. Harnett v. Austin, 93 So.2d 86 (Fla. 1956), outlawed contract zoning in Florida. Case law suggests that Miami-Dade County could not have required the developer to engage in the side contract of offering a binding vote to the subdivision ring lot owners without running afoul of the legal prohibitions against contract zoning as described in Harnett. If a municipality cannot enter into a private side contract with a property owner as a condition of rezoning, it defies logic that the municipality can require or recognize a voluntary restriction requiring a private side vote by property owners as a condition of zoning, and through that improper delegation of zoning powers, exclude the private property from the protections granted by the MRTA.

As noted in Harnett, those affected by potential zoning changes who relied upon zoning conditions when they bought their homes have a right to insist on compliance with the zoning process. However, there is no grounds that this court can identify in any case which supports the position that the *unique facts* in this case forestall any consideration of any zoning change until the year 2066, expiration of the 99 year restriction, unless the private property owners consent to the change. This construction exempts 160 acres out of the county's land use plan at the whim of private property owners. There is no role for the public interest of the citizens of Miami-Dade County under this construct.

It is difficult to contemplate that the County would actively seek to have its zoning processes conclusively intercepted by private interests. If the County wants to condition even beginning consideration of zoning on a private right to vote, taking the position that its zoning "hands are tied" by the private right which is not contained in any muniment of title in the land involved, then it needs to assert that private right to vote under the MRTA. Having failed to do so, the County can take the ring lot owner's concerns into account, as is appropriate, during a zoning

process in which all can be heard and considered. The zoning process will consider the current golf course use under recorded restriction and determine whether, as a whole, the property should be rezoned for other purposes under current land use ordinances, plans, priorities and criteria. That process contemplates consideration of the community's considerable voice, which the County may consider under the current zoning considerations and any changes of circumstances between the Kendall/Dade County of 1966 and the Kendall/Miami-Dade County of 2014. How the County wishes to consider the ring lot owners viewpoints is up to the County and its zoning process. The Court is not precluding a vote. The Court is precluding the refusal of the County to consider this property without a consent vote as a condition precedent. This needs to occur within the context of a zoning application process that the County cannot refuse to consider.

Therefore, The Court grants the Plaintiffs Motion for Summary Judgment against the County

8

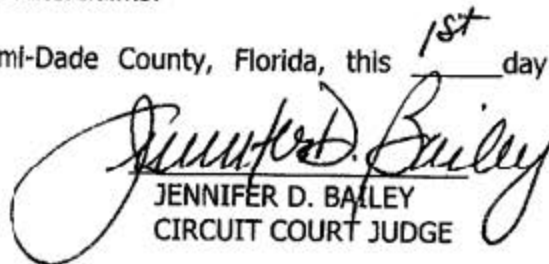
Bk 29341 Pg 3424 CFN 20140700521 10/08/2014 10:36:48 Pg 18 of 41 Mia-Dade Cty, FL

determining that the restriction and the private right to the vote is extinguished by the MRTA under the very unique circumstances of this case in which the restriction in question is not reflected in the zoning process evidence. The Court explicitly excludes from this ruling any consideration or inference of a future case in which a restriction is recorded as part of the zoning process of the burdened property and this Court does not reach the question in such an instance of whether or not the County would have to assert that restriction to preserve it under the MRTA.

As to Count 2, the Court grants relief consistent with the rulings on Count 1.

The Court directs counsel to confer and to prepare the necessary forms of judgment can be prepared in connection with all counts and the counterclaims.

DONE and **ORDERED** In Chambers at Miami-Dade County, Florida, this 1st day of August, 2014.


JENNIFER D. BAILEY
CIRCUIT COURT JUDGE

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Exhibit C

Legal Description of a portion of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southeast $\frac{1}{4}$ of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida; thence run due North along the West line of the Southeast $\frac{1}{4}$ of said Section 2 for a distance of 1,170.00 feet to a point on a circular curve, thence run due East for a distance of 180.00 feet to the Point of Beginning of the Parcel of land hereinafter described; thence run South and East along a circular curve concave to the Northeast, having a radius of 300.00 feet through a central angle of 90 degrees 00 minutes 00 seconds for an arc distance of 471.24 feet to the end of said curve; thence run due East for a distance of 210.00 feet to the beginning of a tangential circular curve; thence run Easterly along said circular curve concave to the South, having a radius of 630.00 feet through a central angle of 23 degrees 30 minutes 00 seconds for an arc distance of 258.40 feet to a point of reverse curve; thence run in an Easterly direction along a circular curve, concave to the North, having a radius of 1,625.00 feet through a central angle of 26 degrees 00 minutes 00 seconds for an arc distance of 737.40 feet to a point of compound curve; thence run Northerly and Westerly along said curve, concave to the West, having a radius of 245.00 feet through a central angle of 150 degrees 00 minutes 00 seconds for a distance of 641.41 feet to a point of reverse curve; thence Westerly along said curve whose center bears North 27 degrees 30 minutes 00 seconds East having a radius of 470.00 feet through a central angle of 30 degrees 15 minutes 00 seconds for an arc distance of 248.14 feet to a point of reverse curve; thence run in a Westerly direction along said curve, concave to the Southwest, having a radius of 860.00 feet through a central angle of 46 degrees 19 minutes 49 seconds for an arc distance of 695.41 feet to the end of said curve. The center of the aforesaid circular curve bears South 11 degrees 25 minutes 11 seconds West; thence run Northwesterly along a circular curve concave to the Northeast, whose center bears North 19 degrees 12 minutes 42 seconds West, having a radius of 170.00 feet through a central angle of 95 degrees 51 minutes 35 seconds for an arc distance of 284.42 feet to a point; thence run South 76 degrees 38 minutes 44 seconds West for a distance of 61.63 feet; thence run North 09 degrees 40 minutes 13 seconds West for a distance of 190.77 feet; thence run North 08 degrees 00 minutes 57 seconds West for a distance of 112.15 feet to the

degrees 09 minutes 57 seconds West for a distance of 123.19 feet; thence run North 11 degrees 08 minutes 18 seconds West for a distance of 164.87 feet; thence run North 30 degrees 43 minutes 47 seconds East for a distance of 97.08 feet; thence run North 82 degrees 41 minutes 47 seconds East for a distance of 47.56 feet; thence run South 50 degrees 36 minutes 36 seconds East for a distance of 220.48 feet; thence run South 52 degrees 45 minutes 10 seconds East for a distance of 117.31 feet; thence run South 57 degrees 45 minutes 50 seconds East for 116.93 feet; thence run South 12 degrees 10 minutes 21 seconds West for a distance of 106.45 feet to a point on a circular curve concave to the Southwest; thence run Southeasterly along said circular curve whose center bears South 12 degrees 10 minutes 21 seconds West and having a radius of 1160.00 feet through a central angle of 45 degrees 34 minutes 40 seconds for an arc distance of 922.76 feet to a point of reverse curve; thence run Easterly and Northerly along said circular curve concave to the Northwest having a radius of 170.00 feet through a central angle of 155 degrees 45 minutes 00 seconds for an arc distance of 462.12 feet to the end of said curve; thence run North 08 degrees 00 minutes 00 seconds West for a distance of 680.00 feet to the beginning of a tangential circular curve; thence run Northerly along said circular curve concave to the East having a radius of 350.00 feet through a central angle of 34 degrees 45 minutes 00 seconds for an arc distance of 212.28 feet to a point of reverse curve; thence run Northerly along said circular curve, concave to the West, having a radius of 215.00 feet through a central angle of 37 degrees 45 minutes 00 seconds for an arc distance of 141.66 feet to the end of said curve; thence run North 11 degrees 00 minutes 00 seconds

Exhibit C

Bk 29341 Pg 3427 CFN 20140700521 10/08/2014 10:36:48 Pg 21 of 41 Mia-Dade Cty, FL

West for a distance of 325.00 feet to the beginning of a tangential circular curve; thence run North along said curve concave to the East, having a radius of 500.00 feet through a central angle of 32 degrees 00 minutes 00 seconds for an arc distance of 279.25 feet to a point of reverse curve; thence run North along said curve concave to the West, having a radius of 950.00 feet through a central angle of 30 degrees 30 minutes 00 seconds for an arc distance of 505.71 feet to a point of compound curve; thence run Northwesterly along said curve concave to the Southwest having a radius of 2,180.00 feet through a central angle of 18 degrees 40 minutes 43 seconds for an arc distance of 710.69 feet to the end of said curve whose center bears South 61 degrees 49 minutes 17 seconds West; thence run North 88 degrees 00 minutes 00 seconds West for a distance of 104.55 feet to the beginning of a tangential circular curve; thence run Southwesterly along said curve concave to the Southeast, having a radius of 1,130.00 feet through a central angle 36 degrees 30 minutes 00 seconds for an arc distance of 719.86 feet to a point of compound curve; thence run Southerly along said curve, concave to the Southeast having a radius of 880.00 feet through a central angle of 37 degrees 00 minutes 00 seconds for an arc distance of 568.27 feet to the end of said curve; thence run South 18 degrees 30 minutes 00 seconds West for a distance of 340.00 feet to a point; thence run North 71 degrees 30 minutes 00 seconds West for a distance of 300.00 feet to a point; thence run North 18 degrees 30 minutes 00 seconds East for a distance of 480.00 feet; thence run North 10 degrees 30 minutes 00 seconds East for a distance of 470.00 feet to a point; thence run South 88 degrees 00 minutes 00 seconds West for a distance of 255.00 feet to the beginning of a tangential circular curve; thence run Southwesterly along said curve concave to the Southeast having a radius of 360.00 feet through a central angle of 54 degrees 30 minutes 00 seconds for an arc distance of 342.43 feet to a point of reverse curve; thence run Southwesterly along said curve concave to the Northwest, having a radius of 1,215.00 feet through a central angle of 20 degrees 45 minutes 00 seconds for an arc distance of 440.02 feet to a point of compound curve; thence run Westerly along said curve concave to the North having a radius of 470.00 feet through a central angle of 53 degrees 45 minutes 00 seconds for an arc distance of 440.91 feet to the point of reverse curve; thence run Westerly along said curve concave to the South, having a radius of 640.00 feet through a central angle of 21 degrees 14 minutes 22 seconds for an arc distance of 237.25 feet to a point of compound curve; thence run Westerly along said curve concave to the Southeast, having a radius of 1,350.00 feet through a central angle of 19 degrees 48 minutes 51 seconds for an arc distance of 466.86 feet to the end of said curve whose center bears South 23 degrees 03 minutes 13 seconds East; thence run Southerly along a circular curve, whose center bears South 55 degrees 30 minutes 00 seconds East, having a radius of 275.00 feet through a central angle of 75 degrees 00 minutes 00 seconds for an arc distance of 359.97 feet to a point of compound curve; thence run Southeasterly along said curve concave to the Northeast having a radius of 975.00 feet through a central angle of 31 degrees 30 minutes 00 seconds for an arc distance of 536.03 feet to the end of said curve; thence South 72 degrees 00 minutes 00 seconds East for a distance of 130.00 feet to the beginning of a tangential circular curve; thence run Southeasterly along said curve

conave to the Southwest having a radius of 590.00 feet through a central angle of 45 degrees 15 minutes 00 seconds for an arc distance of 465.96 feet to a point of reverse curve; thence run Southeasterly along said curve concave to the Northeast having a radius of 230.00 feet through a central angle of 41 degrees 15 minutes 00 seconds for an arc distance of 165.59 feet to a point of a reverse curve; thence run Southeasterly along said curve concave to the Southwest having a radius of 410.00 feet through a central angle of 24 degrees 00 minutes 00 seconds for an arc distance of 171.74 feet to a point of compound curve; thence run Southerly along said curve concave to the Southwest having a radius of 910.00 feet through a central angle of 37 degrees 00 minutes 00 seconds for an arc distance of 587.65 feet to a point of reverse curve; thence run Southerly along said curve concave to the Northeast having a radius of 1,800.00 feet through a central angle of 15 degrees 00 minutes 00 seconds for an arc distance of 471.24 feet to a point of reverse curve; thence run Southerly along said curve concave to the West, having a radius of 435.87 feet through a central angle of 45 degrees 00 minutes 00 seconds for a distance of 342.33 feet; thence run South 23 degrees 00 minutes 00 seconds West for a distance of 24.13 feet; thence run South along a tangential curve concave to the East having a radius of 300.00 feet through a central angle of 23 degrees 00 minutes 00 seconds for an arc distance of 120.43 feet to the Point of Beginning.

Together with the following Easement:

Bk 29341 Pg 3428 CFN 20140700521 10/08/2014 10:36:48 Pg 22 of 41 Mia-Dade Cty, FL

Legal Description of Ingress and Egress to and from the lands described: Said easement being 35 feet on each side of the following described centerline; Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida; thence due South along the West line of Northeast $\frac{1}{4}$ of said Section 2 for a distance of 55.00 feet to a point on the South right-of-way line of North Kendall Drive and being the Point of Beginning of the center line herein described; thence continue due South along the West line of the Northeast $\frac{1}{4}$ of said Section 2 for a distance of 528.04 feet to the beginning of a tangential circular curve; thence run Southeasterly along said circular curve concave to the Northeast having a radius of 165 feet through a central angle of 31 degrees 46 minutes 31 seconds for a distance of 91.51 feet to the end of said curve; thence run South 31 degrees 46 minutes 31 seconds East for a distance of 181.74 feet to a point on the South right-of-way of a 60.00 foot easement and to the end of said 70 foot easement.

AND

An easement being 30 feet on each side of the following described center line:

Commence at the Northwest corner of the Northeast $\frac{1}{4}$ of Section 2, Township 55 South, Range 39 East, Miami-Dade County, Florida; thence due South along the West line of the Northeast $\frac{1}{4}$ of said Section 2 for a distance of 55.00 feet to a point on the South right-of-way line of North Kendall Drive; thence continue due South along the West line of the Northeast $\frac{1}{4}$ of said Section 2 for a distance of 528.04 feet to the beginning of a tangential circular curve; thence run Southeasterly along said circular curve concave to the Northeast having a radius of 165.00 feet though a central angle of 31 degrees 46 minutes 31 seconds for an arc distance of 91.51 feet to the end of said curve; thence run South 31 degrees 46 minutes 31 seconds East for a distance of 151.74 feet to a point on the prolongation West of the center line of the proposed 60 foot easement; thence run Easterly along a circular curve concave to the South having a radius of 510.00 feet though a central angle of 3 degrees 42 minutes 58 seconds for an arc distance of 33.08 feet to the Point of Beginning of the centerline of said 60 foot easement; thence continue along said circular curve concave to the South having a radius of 510.00 feet through a central angle of 26 degrees 03 minutes 33 seconds for an arc distance of 231.96 feet to the end of said curve; thence run North 88 degrees 00 minutes 00 seconds East for a distance of 279.92 feet to the beginning of a tangential circular curve; thence run East, Southeasterly and Southerly along a circular curve concave to the Southwest having a radius of 130.00 feet through a central angle of 102 degrees 30 minutes 00 seconds for an arc distance of 232.56 feet to the end of said curve; thence run South 10 degrees 30 minutes 00 seconds West for a distance of 177.14 feet to the end of said curve; thence run South 10 degrees 30 minutes 00 seconds West for a distance of 177.14 feet to the end of said curve; thence run South 10 degrees 30 minutes 00 seconds West for a distance of 177.14 feet to the end of said curve; thence run South 10 degrees 30 minutes 00 seconds West for a distance of 177.14 feet to the end of said curve.

degrees 30 minutes 00 seconds West for a distance of 505.41 feet to a point; thence run South 18 degrees 30 minutes 00 seconds West for a distance of 490.49 feet to a point on the Northerly boundary line of the Golf Course and to the end of the centerline of the herein described easement.

Bk 29341 Pg 3429 CFN 20140700521 10/08/2014 10:36:48 Pg 23 of 41 Mia-Dade Cty, FL

Exhibit D

Defendant Alain J. Morot-Gaudry
12980 North Calusa Club Drive, Miami, Florida 33186

Defendant Roswitha Morot-Gaudry
12980 North Calusa Club Drive, Miami, Florida 33186

Defendant Christine Brennan
12970 North Calusa Club Drive, Miami, Florida 33186

Defendant Manuel R. Garcia-Tunon
12960 North Calusa Club Drive, Miami, Florida 33186

Defendant Helin T. Garcia-Tunon
12960 North Calusa Club Drive, Miami, Florida 33186

Defendant Marilin Cabassi
12950 North Calusa Club Drive, Miami, Florida 33186

Defendant Javier W. Cabassi
12950 North Calusa Club Drive, Miami, Florida 33186

Defendant Jose R. Fontane
12940 North Calusa Club Drive, Miami, Florida 33186

Defendant Marta Garcia
12940 North Calusa Club Drive, Miami, Florida 33186

Defendant William Goncalves Cortezia
12930 North Calusa Club Drive, Miami, Florida 33186

Defendant Luziany Maria Guedes Cortezia
12930 North Calusa Club Drive, Miami, Florida 33186

Defendant Douglas Portillo
12910 North Calusa Club Drive, Miami, Florida 33186

Defendant Pilar Portillo
12910 North Calusa Club Drive, Miami, Florida 33186

Defendant Jose Correa Lima
12900 North Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 1 of 17

Bk 29341 Pg 3431 CFN 20140700521 10/08/2014 10:36:48 Pg 25 of 41 Mia-Dade Cty, FL

Defendant Sheylla Lima
12900 North Calusa Club Drive, Miami, Florida 33186

Defendant Francisco Javier Alonso
12850 North Calusa Club Drive, Miami, Florida 33186

Defendant Melissa Alonso
12850 North Calusa Club Drive, Miami, Florida 33186

Defendant Manuel Rosado
12840 North Calusa Club Drive, Miami, Florida 33186

Defendant Marlene A. Rosado
12840 North Calusa Club Drive, Miami, Florida 33186

Defendant Alexander Assaad Mowzoon
12830 North Calusa Club Drive, Miami, Florida 33186

Defendant Fetneh Mowzoon
12830 North Calusa Club Drive, Miami, Florida 33186

Defendant Herbert E. Hering
12820 North Calusa Club Drive, Miami, Florida 33186

Defendant Waltraud E. Hering
12820 North Calusa Club Drive, Miami, Florida 33186

Defendant Pedro A. Cirera
12810 North Calusa Club Drive, Miami, Florida 33186

Defendant Maria Villar Cirera
12810 North Calusa Club Drive, Miami, Florida 33186

Defendant Alvaro I. Wong
12800 North Calusa Club Drive, Miami, Florida 33186

Defendant Diane M. Barrett, Trustee of the Diane M. Barrett Revocable Intervivos Trust
Dated 04/26/91
9000 East Calusa Club Drive, Miami, Florida 33186

Defendant Asif W. Lakhani
9010 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 2 of 17

Bk 29341 Pg 3432 CFN 20140700521 10/08/2014 10:36:48 Pg 26 of 41 Mia-Dade Cty, FL

Defendant Alejandro A. Diego Duffilhot
9100 East Calusa Club Drive, Miami, Florida 33186

Defendant Maria M. Tejado Otalora
9100 East Calusa Club Drive, Miami, Florida 33186

Defendant Alexander D. Steuben
9110 East Calusa Club Drive, Miami, Florida 33186

Defendant Miguel Zarate
9120 East Calusa Club Drive, Miami, Florida 33186

Defendant Anne De Pontalba
9120 East Calusa Club Drive, Miami, Florida 33186

Defendant Angelo Patrizio
9210 East Calusa Club Drive, Miami, Florida 33186

Defendant Javier Ordieres
9220 East Calusa Club Drive, Miami, Florida 33186

Defendant Rose Ordieres

9220 East Calusa Club Drive, Miami, Florida 33186

Defendant Maria N. Franco
9310 East Calusa Club Drive, Miami, Florida 33186

Defendant Hector L. Vazquez
9400 East Calusa Club Drive, Miami, Florida 33186

Defendant Nayvi Vazquez
9400 East Calusa Club Drive, Miami, Florida 33186

Defendant Carlos Gonzalez
9500 East Calusa Club Drive, Miami, Florida 33186

Defendant Mayra Gonzalez
9500 East Calusa Club Drive, Miami, Florida 33186

Defendant Oscar Rodriguez
9510 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 3 of 17

Bk 29341 Pg 3433 CFN 20140700521 10/08/2014 10:36:48 Pg 27 of 41 Mia-Dade Cty, FL

Defendant Jim Sorthun
9600 East Calusa Club Drive, Miami, Florida 33186

Defendant Linnea Sorthun
9600 East Calusa Club Drive, Miami, Florida 33186

Defendant Herman S. Cheung
9610 East Calusa Club Drive, Miami, Florida 33186

Defendant Marilyn C. Cheung
9610 East Calusa Club Drive, Miami, Florida 33186

Defendant Bill F. Southern, Jr.
9620 East Calusa Club Drive, Miami, Florida 33186

Defendant Carol N. Southern
9620 East Calusa Club Drive, Miami, Florida 33186

Defendant Joan C. Nateman
9700 East Calusa Club Drive, Miami, Florida 33186

Defendant Manuel Duasso
9710 East Calusa Club Drive, Miami, Florida 33186

Defendant Ciri Duasso
9710 East Calusa Club Drive, Miami, Florida 33186

Defendant Rafael E. Fernandez
9720 East Calusa Club Drive, Miami, Florida 33186

Defendant Carlos Zerpa
9800 East Calusa Club Drive, Miami, Florida 33186

Defendant Jeannette Zerpa
9800 East Calusa Club Drive, Miami, Florida 33186

Defendant Alberto J. Marino, Sr.
9810 East Calusa Club Drive, Miami, Florida 33186

Defendant Ivette C. Marino
9810 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 4 of 17

Bk 29341 Pg 3434 CFN 20140700521 10/08/2014 10:36:48 Pg 28 of 41 Mia-Dade Cty, FL

Defendant Thomas Muro, Jr.
9820 East Calusa Club Drive, Miami, Florida 33186

Defendant Maureen Farren
9820 East Calusa Club Drive, Miami, Florida 33186

Defendant Aquiles Carmona
9900 East Calusa Club Drive, Miami, Florida 33186

Defendant Estela M. Carmona
9900 East Calusa Club Drive, Miami, Florida 33186

Defendant Franklin Davila
9910 East Calusa Club Drive, Miami, Florida 33186

Defendant Ines Stankiewicz
9910 East Calusa Club Drive, Miami, Florida 33186

Defendant Ignacio Davila
9920 East Calusa Club Drive, Miami, Florida 33186

Defendant Rosario Davila
9920 East Calusa Club Drive, Miami, Florida 33186

Defendant Ali F. Alvarez
9930 East Calusa Club Drive, Miami, Florida 33186

Defendant Carmen Sofia Gomez
9930 East Calusa Club Drive, Miami, Florida 33186

Defendant Boris Rodriguez
9940 East Calusa Club Drive, Miami, Florida 33186

Defendant Larisa Zamora
9940 East Calusa Club Drive, Miami, Florida 33186

Defendant Yaima Delgado
9950 East Calusa Club Drive, Miami, Florida 33186

Defendant Hector Brailly
10000 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 5 of 17

Bk 29341 Pg 3435 CFN 20140700521 10/08/2014 10:36:48 Pg 29 of 41 Mia-Dade Cty, FL

Defendant Isabel Brailly
10000 East Calusa Club Drive, Miami, Florida 33186

Defendant Luis Garcia
10010 East Calusa Club Drive, Miami, Florida 33186

Defendant Suzanne Swersky Garcia
10010 East Calusa Club Drive, Miami, Florida 33186

Defendant Mario D. Miranda
10020 East Calusa Club Drive, Miami, Florida 33186

Defendant Annette P. Miranda
10020 East Calusa Club Drive, Miami, Florida 33186

Defendant Orlando Fernandez-Bello
10030 East Calusa Club Drive, Miami, Florida 33186

Defendant Consuelo Fernandez Bello

10030 East Calusa Club Drive, Miami, Florida 33186

Defendant Ernest Corzo

10040 East Calusa Club Drive, Miami, Florida 33186

Defendant Maria Corzo

10040 East Calusa Club Drive, Miami, Florida 33186

Defendant Orlando E. Rodriguez

10050 East Calusa Club Drive, Miami, Florida 33186

Defendant Martha L. Rodriguez

10050 East Calusa Club Drive, Miami, Florida 33186

Defendant Joseph V. Maley

10060 East Calusa Club Drive, Miami, Florida 33186

Defendant Betty Maley

10060 East Calusa Club Drive, Miami, Florida 33186

Defendant David C. Behney

10070 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 6 of 17

Bk 29341 Pg 3436 CFN 20140700521 10/08/2014 10:36:48 Pg 30 of 41 Mia-Dade Cty, FL

Defendant Maritza C. Behney

10070 East Calusa Club Drive, Miami, Florida 33186

Defendant Alan W. Erickson

10100 East Calusa Club Drive, Miami, Florida 33186

Defendant Tomiko Erickson

10100 East Calusa Club Drive, Miami, Florida 33186

Defendant Christophe Meray

10110 East Calusa Club Drive, Miami, Florida 33186

Defendant Emmanuelle Meray

10110 East Calusa Club Drive, Miami, Florida 33186

Defendant Richard A. Biddle

10120 East Calusa Club Drive, Miami, Florida 33186

Defendant Josephine H. Biddle
10120 East Calusa Club Drive, Miami, Florida 33186

Defendant Barry Schimer, as Trustee of the Barry Schimer Revocable Trust under
Agreement dated 9 September 2010
10130 East Calusa Club Drive, Miami, Florida 33186

Defendant Kevin R. Greenwood
10140 East Calusa Club Drive, Miami, Florida 33186

Defendant Blanca T. Greenwood
10140 East Calusa Club Drive, Miami, Florida 33186

Defendant Jorge V. Garcells
10150 East Calusa Club Drive, Miami, Florida 33186

Defendant Ana B. Quincoses
10150 East Calusa Club Drive, Miami, Florida 33186

Defendant John S. Jewett
10160 East Calusa Club Drive, Miami, Florida 33186

Defendant Marjorie Chace Jewett
10160 East Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 7 of 17

Bk 29341 Pg 3437 CFN 20140700521 10/08/2014 10:36:48 Pg 31 of 41 Mia-Dade Cty, FL

Defendant Julio A. Irizarry
10170 East Calusa Club Drive, Miami, Florida 33186

Defendant Dolleen Viguie
10170 East Calusa Club Drive, Miami, Florida 33186

Defendant Eddy Fernandez
10180 East Calusa Club Drive, Miami, Florida 33186

Defendant Janet Armendariz
10180 East Calusa Club Drive, Miami, Florida 33186

Defendant Mary Figuer
10190 East Calusa Club Drive, Miami, Florida 33186

Defendant Jaime A. Colon
10190 East Calusa Club Drive, Miami, Florida 33186

Defendant Wesley McKelvey
10200 East Calusa Club Drive, Miami, Florida 33186

Defendant Eslia K. McKelvey
10200 East Calusa Club Drive, Miami, Florida 33186

Defendant Victor Saliba, Jr.
10220 East Calusa Club Drive, Miami, Florida 33186

Defendant Monique Saliba
10220 East Calusa Club Drive, Miami, Florida 33186

Defendant Lawrence M. Kaplan
10230 East Calusa Club Drive, Miami, Florida 33186

Defendant Pamela Ierna Kaplan
10230 East Calusa Club Drive, Miami, Florida 33186

Defendant Teresa Abreu
10240 East Calusa Club Drive, Miami, Florida 33186

Defendant Roberto S. Schaps
12801 South Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 8 of 17

Bk 29341 Pg 3438 CFN 20140700521 10/08/2014 10:36:48 Pg 32 of 41 Mia-Dade Cty, FL

Defendant Amalia A. Schaps
12801 South Calusa Club Drive, Miami, Florida 33186

Defendant William M. Abraham
12811 South Calusa Club Drive, Miami, Florida 33186

Defendant Kay M. Abraham
12811 South Calusa Club Drive, Miami, Florida 33186

Defendant Nicholas L. Stroud
12821 South Calusa Club Drive, Miami, Florida 33186

Defendant Sean E. Gilley
12831 South Calusa Club Drive, Miami, Florida 33186

Defendant Karina G. Gilley

Defendant Ruth S. Gray
12831 South Calusa Club Drive, Miami, Florida 33186

Defendant Robert K. Sakowitz
12841 South Calusa Club Drive, Miami, Florida 33186

Defendant Grace A. Sakowitz
12841 South Calusa Club Drive, Miami, Florida 33186

Defendant Vivian G. Camps
12851 South Calusa Club Drive, Miami, Florida 33186

Defendant Maria T. Vicens
12901 South Calusa Club Drive, Miami, Florida 33186

Defendant Jorge Salabarría
12911 South Calusa Club Drive, Miami, Florida 33186

Defendant Maritza Salabarría
12911 South Calusa Club Drive, Miami, Florida 33186

Defendant Nicolas F. Izquierdo a/k/a Nicolas Francisco Izquierdo Lamela
12921 South Calusa Club Drive, Miami, Florida 33186

Defendant Silvana M. De Izquierdo a/k/a Silvana Migone de Izquierdo
12921 South Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 9 of 17

Bk 29341 Pg 3439 CFN 20140700521 10/08/2014 10:36:48 Pg 33 of 41 Mia-Dade Cty, FL

Defendant Marisa Maria Alvarez-Martinez
12931 South Calusa Club Drive, Miami, Florida 33186

Defendant John F. Bonner
12951 South Calusa Club Drive, Miami, Florida 33186

Defendant Esperanza M. Bonner
12951 South Calusa Club Drive, Miami, Florida 33186

Defendant George Moussa
13001 South Calusa Club Drive, Miami, Florida 33186

Defendant Josephine Moussa
13001 South Calusa Club Drive, Miami, Florida 33186

Defendant Juan R. Garcia
13011 South Calusa Club Drive, Miami, Florida 33186

Defendant Gladys Garcia
13011 South Calusa Club Drive, Miami, Florida 33186

Defendant Paul M. Marolf
13101 South Calusa Club Drive, Miami, Florida 33186

Defendant Lizette Marolf
13101 South Calusa Club Drive, Miami, Florida 33186

Defendant Mario H. Ego-Aguirre
13111 South Calusa Club Drive, Miami, Florida 33186

Defendant Carolina S. Barriga
13111 South Calusa Club Drive, Miami, Florida 33186

Defendant Maria Teresa Zelaya
10021 West Calusa Club Drive, Miami, Florida 33186

Defendant Jose A. Delgado
10011 West Calusa Club Drive, Miami, Florida 33186

Defendant Nerida Parra Leyton
10001 West Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 10 of 17

Bk 29341 Pg 3440 CFN 20140700521 10/08/2014 10:36:48 Pg 34 of 41 Mia-Dade Cty, FL

Defendant Bilal Karakira
9921 West Calusa Club Drive, Miami, Florida 33186

Defendant Susan Karakira
9921 West Calusa Club Drive, Miami, Florida 33186

Defendant Felix J. Pousa
9911 West Calusa Club Drive, Miami, Florida 33186

Defendant Asela E. Pousa
9911 West Calusa Club Drive, Miami, Florida 33186

Defendant Teresa Roedenbeck
9901 West Calusa Club Drive, Miami, Florida 33186

9801 West Calusa Club Drive, Miami, Florida 33186
Defendant Joseph Lawrence Wagner
9821 West Calusa Club Drive, Miami, Florida 33186

Defendant Maher Ghafir
9811 West Calusa Club Drive, Miami, Florida 33186

Defendant Hanadi Ghafir
9811 West Calusa Club Drive, Miami, Florida 33186

Defendant Robert Rogers
9801 West Calusa Club Drive, Miami, Florida 33186

Defendant Theresa Rogers
9801 West Calusa Club Drive, Miami, Florida 33186

Defendant Ramon E. O'Neil
9731 West Calusa Club Drive, Miami, Florida 33186

Defendant Cynthia S. O'Neil
9731 West Calusa Club Drive, Miami, Florida 33186

Defendant Andrew E. Austin
9721 West Calusa Club Drive, Miami, Florida 33186

Defendant Mara G. Austin
9721 West Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 11 of 17

Bk 29341 Pg 3441 CFN 20140700521 10/08/2014 10:36:48 Pg 35 of 41 Mia-Dade Cty, FL

Defendant Alan K. Luedeking
9711 West Calusa Club Drive, Miami, Florida 33186

Defendant Claudia Luedeking
9711 West Calusa Club Drive, Miami, Florida 33186

Defendant Michael C. Humphreys
9701 West Calusa Club Drive, Miami, Florida 33186

Defendant Julie A. Humphreys
9701 West Calusa Club Drive, Miami, Florida 33186

Defendant Sandra Fancher

Defendant Sandra Frances
9651 West Calusa Club Drive, Miami, Florida 33186

Defendant Matathias E. Frances
9641 West Calusa Club Drive, Miami, Florida 33186

Defendant Zora K. Frances
9641 West Calusa Club Drive, Miami, Florida 33186

Defendant Lawrence B. Giraudo
9631 West Calusa Club Drive, Miami, Florida 33186

Defendant Marcelo Graglia
9621 West Calusa Club Drive, Miami, Florida 33186

Defendant Griselda Krausse
9621 West Calusa Club Drive, Miami, Florida 33186

Defendant Marie Kettlie Lamarre
9611 West Calusa Club Drive, Miami, Florida 33186

Defendant Alfredo Madrid
9601 West Calusa Club Drive, Miami, Florida 33186

Defendant Luz P. Arango-Madrid
9601 West Calusa Club Drive, Miami, Florida 33186

Defendant Edward Dopazo
9521 West Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 12 of 17

Bk 29341 Pg 3442 CFN 20140700521 10/08/2014 10:36:48 Pg 36 of 41 Mia-Dade Cty, FL

Defendant Doris C. Ruiz-Dopazo
9521 West Calusa Club Drive, Miami, Florida 33186

Defendant Eduardo E. De La Campa
9515 West Calusa Club Drive, Miami, Florida 33186

Defendant Lisset De La Campa
9515 West Calusa Club Drive, Miami, Florida 33186

Defendant Impac Funding Corp. d/b/a Impac Lending Group
9501 West Calusa Club Drive, Miami, Florida 33186

Defendant Maria Claudia Monserrat
9431 West Calusa Club Drive, Miami, Florida 33186

Defendant Florencio Eiranova
9421 West Calusa Club Drive, Miami, Florida 33186

Defendant Vinicio A. Ruiz-Gomez
9411 West Calusa Club Drive, Miami, Florida 33186

Defendant Carmen C. Ruiz-Gomez
9411 West Calusa Club Drive, Miami, Florida 33186

Defendant Ramon J. Moral
9401 West Calusa Club Drive, Miami, Florida 33186

Defendant Alicia Moral
9401 West Calusa Club Drive, Miami, Florida 33186

Defendant Eileen F. Sosna
9311 West Calusa Club Drive, Miami, Florida 33186

Defendant Raquel Tennen
9301 West Calusa Club Drive, Miami, Florida 33186

Defendant Ingvi Tomasson
9221 West Calusa Club Drive, Miami, Florida 33186

Defendant Kristin Gunnarsdottir
9221 West Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 13 of 17

Bk 29341 Pg 3443 CFN 20140700521 10/08/2014 10:36:48 Pg 37 of 41 Mia-Dade Cty, FL

Defendant BIMIJA Limited Partnership
9211 West Calusa Club Drive, Miami, Florida 33186

Defendant Larry Cohn
9201 West Calusa Club Drive, Miami, Florida 33186

Defendant Susan Cohn
9201 West Calusa Club Drive, Miami, Florida 33186

Defendant Jose Becerra
13400 North Calusa Club Drive, Miami, Florida 33186

13400 North Calusa Club Drive, Miami, Florida 33186
Defendant Michael A. Caselli
13350 North Calusa Club Drive, Miami, Florida 33186

Defendant Karen A. Caselli
13350 North Calusa Club Drive, Miami, Florida 33186

Defendant Ivan Villalobos
13340 North Calusa Club Drive, Miami, Florida 33186

Defendant Lazara Pinera Villalobos
13340 North Calusa Club Drive, Miami, Florida 33186

Defendant Manuel Gerardo Pacheco
13330 North Calusa Club Drive, Miami, Florida 33186

Defendant Kelly Velez
13330 North Calusa Club Drive, Miami, Florida 33186

Defendant Efrain H. Logreira, Jr.
13320 North Calusa Club Drive, Miami, Florida 33186

Defendant Lynette M. Logreira
13320 North Calusa Club Drive, Miami, Florida 33186

Defendant Osvaldo Barreto
13310 North Calusa Club Drive, Miami, Florida 33186

Defendant Marielena Barreto
13310 North Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 14 of 17

Bk 29341 Pg 3444 CFN 20140700521 10/08/2014 10:36:48 Pg 38 of 41 Mia-Dade Cty, FL

Defendant Kathleen A. Zapetis n/k/a Kathleen Winters
13300 North Calusa Club Drive, Miami, Florida 33186

Defendant Franco Escudero
13260 North Calusa Club Drive, Miami, Florida 33186

Defendant Lourdes Escudero
13260 North Calusa Club Drive, Miami, Florida 33186

Defendant Jorge Luis Molina

Defendant Jorge Luis Monina
13250 North Calusa Club Drive, Miami, Florida 33186

Defendant James Raymond Ritter, Jr.
13240 North Calusa Club Drive, Miami, Florida 33186

Defendant Sarah Le Blanc-Ritter
13240 North Calusa Club Drive, Miami, Florida 33186

Defendant Dee L. Woodby
13230 North Calusa Club Drive, Miami, Florida 33186

Defendant Ileana M. Fernandez
13220 North Calusa Club Drive, Miami, Florida 33186

Defendant Robert Matthews
13210 North Calusa Club Drive, Miami, Florida 33186

Defendant Jeneve A. Brooks
13210 North Calusa Club Drive, Miami, Florida 33186

Defendant Salim M. Virani
13200 North Calusa Club Drive, Miami, Florida 33186

Defendant Gulnaz S. Virani
13200 North Calusa Club Drive, Miami, Florida 33186

Defendant Andrew J. Ewen
13130 North Calusa Club Drive, Miami, Florida 33186

Defendant Loretto R. Ewen
13130 North Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 15 of 17

Bk 29341 Pg 3445 CFN 20140700521 10/08/2014 10:36:48 Pg 39 of 41 Mia-Dade Cty, FL

Defendant Lazaro A. Leon
13120 North Calusa Club Drive, Miami, Florida 33186

Defendant Martha M. Leon
13120 North Calusa Club Drive, Miami, Florida 33186

Defendant Robert Infiesta
13110 North Calusa Club Drive, Miami, Florida 33186

Defendant Maria Cristina Infiesta
13110 North Calusa Club Drive, Miami, Florida 33186

Defendant Ariel Manduley
13100 North Calusa Club Drive, Miami, Florida 33186

Defendant Maria C. Manduley
13100 North Calusa Club Drive, Miami, Florida 33186

Defendant Jorge E. Capra
13070 North Calusa Club Drive, Miami, Florida 33186

Defendant Adriana Capra
13070 North Calusa Club Drive, Miami, Florida 33186

Defendant Raul Fernandez
13060 North Calusa Club Drive, Miami, Florida 33186

Defendant Vilma T. Fernandez
13060 North Calusa Club Drive, Miami, Florida 33186

Defendant Diovanni Meller
13050 North Calusa Club Drive, Miami, Florida 33186

Defendant Adriana D. Soares
13050 North Calusa Club Drive, Miami, Florida 33186

Defendant Harley Stock
13040 North Calusa Club Drive, Miami, Florida 33186

Defendant Matthew Stock
13040 North Calusa Club Drive, Miami, Florida 33186

Exhibit D: Page 16 of 17

Bk 29341 Pg 3446 CFN 20140700521 10/08/2014 10:36:48 Pg 40 of 41 Mia-Dade Cty, FL

Defendant Danielle Sanders
13040 North Calusa Club Drive, Miami, Florida 33186

Defendant Michael A. Rosenberg
13030 North Calusa Club Drive, Miami, Florida 33186

Defendant Nancy G. Rosenberg
13020 North Calusa Club Drive, Miami, Florida 33186

13030 North Calusa Club Drive, Miami, Florida 33186

Defendant Malcolm Brown
13020 North Calusa Club Drive, Miami, Florida 33186

Defendant Cristina Pardo Brown
13020 North Calusa Club Drive, Miami, Florida 33186

Defendant Felix Infiesta
13010 North Calusa Club Drive, Miami, Florida 33186

Defendant Maripili Infiesta
13010 North Calusa Club Drive, Miami, Florida 33186

Defendant Julian Chavez, Jr.
13000 North Calusa Club Drive, Miami, Florida 33186

Defendant Nancy Chavez
13000 North Calusa Club Drive, Miami, Florida 33186

Defendant Carlos Ignacio Pereira
12998 North Calusa Club Drive, Miami, Florida 33186

Defendant Elena Mackenzie de Pereira
12998 North Calusa Club Drive, Miami, Florida 33186

Defendant Maureen Samaroo
12990 North Calusa Club Drive, Miami, Florida 33186

Defendant Calusa Club Point Estates, Inc.
Lots 3 and 4 in Block 1 of Superior Calusa Estates, Miami, Florida 33186
3802 SW 137 Avenue, Miami, Florida 33175

Defendant Miami-Dade County, Florida
11 NW 1st Street, Miami, Florida 33128

Exhibit D: Page 17 of 17