

ORDINANCE NO. 2006-28

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF 73.02 ± ACRES GENERALLY LOCATED ON THE SOUTHEAST CORNER OF THEORETICAL NW 90TH STREET AND THEORETICAL NW 102ND AVENUE FROM GU (GENERAL USE) TO RU-4L (LIMITED APARTMENT HOUSING DISTRICT); APPROVING A SITE PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Atlas Properties I, LLC, ("Applicant"), has requested approval of a rezoning of 73.02 ± Acres generally located southeast corner of theoretical NW 90th Street and theoretical 102nd Avenue, from GU (General Use District) District to RU-4L (Limited Apartment Housing District) ; and

WHEREAS, Atlas Properties I, LLC, ("Applicant"), has requested approval of a Site Plan for Doral Breeze (f.k.a. Doral Place) for the development of 145 townhomes, 122 single family and 702 condominium units; and

WHEREAS, after careful review and deliberation, staff has determined that this application has complied with the Code and;

WHEREAS, on February 28th, 2007 the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the City's Comprehensive Plan and is the best interest of the citizens of Doral ;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. A rezoning of 73.02 ± Acres generally located southeast corner of theoretical NW 90th Street and theoretical 102nd Avenue in the City of Doral, Miami-Dade County Florida, from GU (General Use District) District to RU-4L (Limited Apartment Housing District) is hereby approved;

Section 3. Approval of the site plan for Doral Breeze (f.k.a. Doral Place) signed and dated February 23, 2007 ("Exhibit "A"), for the development of 145 townhomes, 122 single family and 702 condominiums is hereby approved; subject to the following restrictions proffered by the applicant:

1. The Declaration of Restrictions ("Exhibit "B") proffered to the City Council and incorporated herein is recorded in the Public Records of Miami-Dade County;
2. The applicant shall provide adequate security (on site) during the entire time of construction between the hours of 7:00 pm and 7:00 am; Monday through Friday, and 24 hours during weekends and holidays.

3. The applicant must receive approval from Miami-Dade Fire Rescue and the Department of Environmental Resource Management prior to submitting for building permits.
4. Applicant shall maintain all roads and access driveways clear from debris and soil at all times. Measures to address this concern will be taken daily at the end of each workday.
5. The applicant must place a masonry wall along NW 90th street where the rear yards of the single-family homes abut. A detail of the wall must be submitted to the Planning and Zoning Department prior to the issuance of building permits.
6. Applicant, successors and assigns must place in all land and building transaction documents a notice to buyers, users, lessees and renters informing them the subject property is located adjacent to, or near, the "Town of Medley Landfill" and describing the potential unpleasant impacts that could impact the property and submission of a waiver and release of liability.

Section 4. This ordinance shall become effective upon its passage and adoption by the City Council.

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WHEREAS, a motion to approve the Ordinance was offered by Vice Mayor Cabrera who moved its adoption. The motion was seconded by Councilman DiPietro and upon being put to a vote, the vote was as follows:

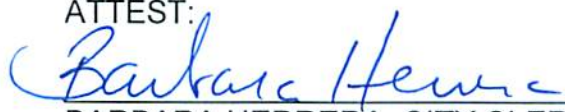
Mayor Juan Carlos Bermudez	Yes
Vice Mayor Pete Cabrera	Yes
Councilmember Michael DiPietro	Yes
Councilwoman Sandra Ruiz	Absent
Councilmember Robert Van Name	Yes

PASSED AND ADOPTED this 28th day of February, 2007.



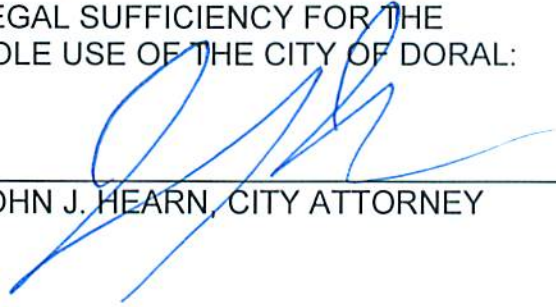
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY FOR THE
SOLE USE OF THE CITY OF DORAL:



JOHN J. HEARN, CITY ATTORNEY

EXHIBIT “A”

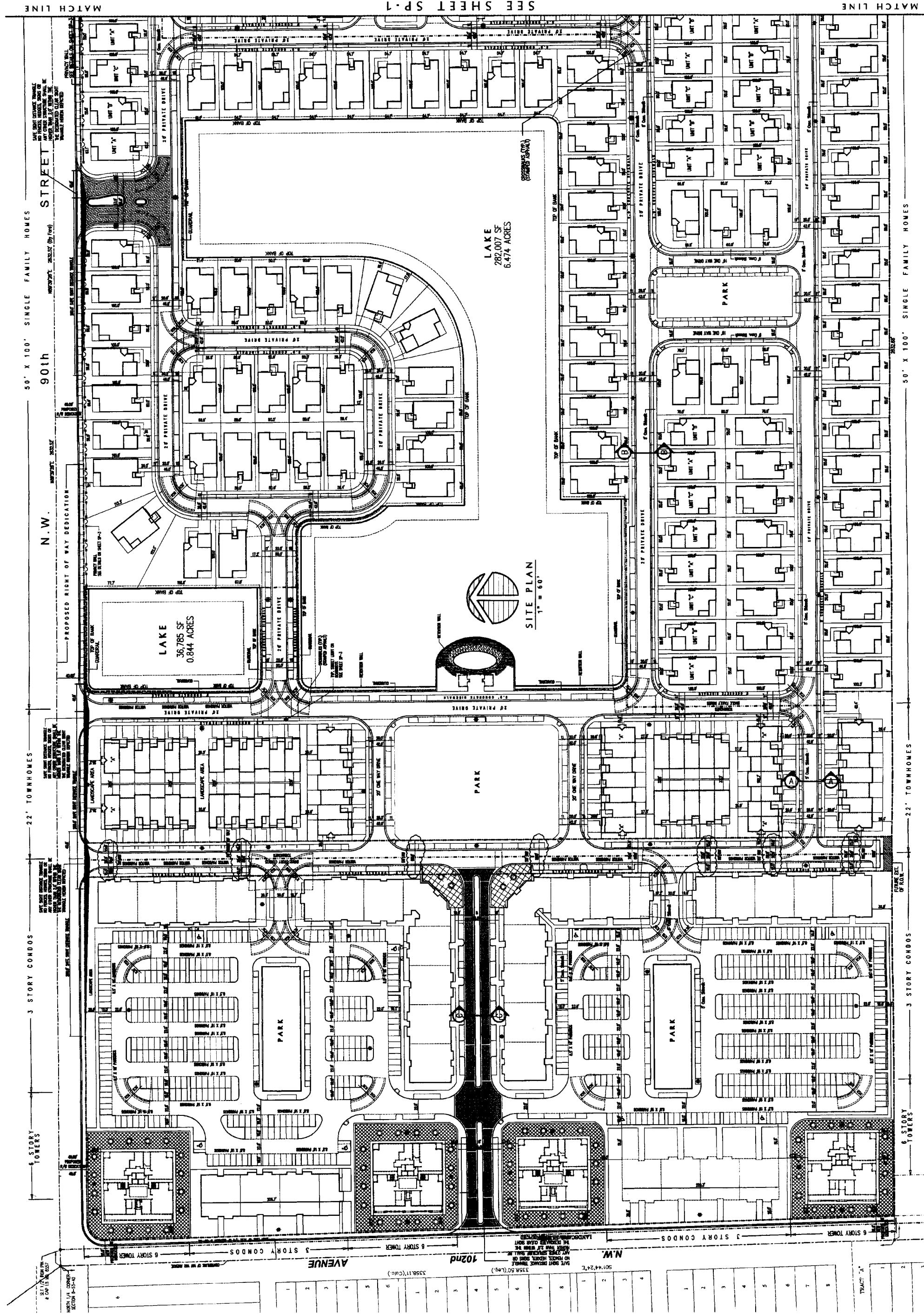
DORAL BREEZE



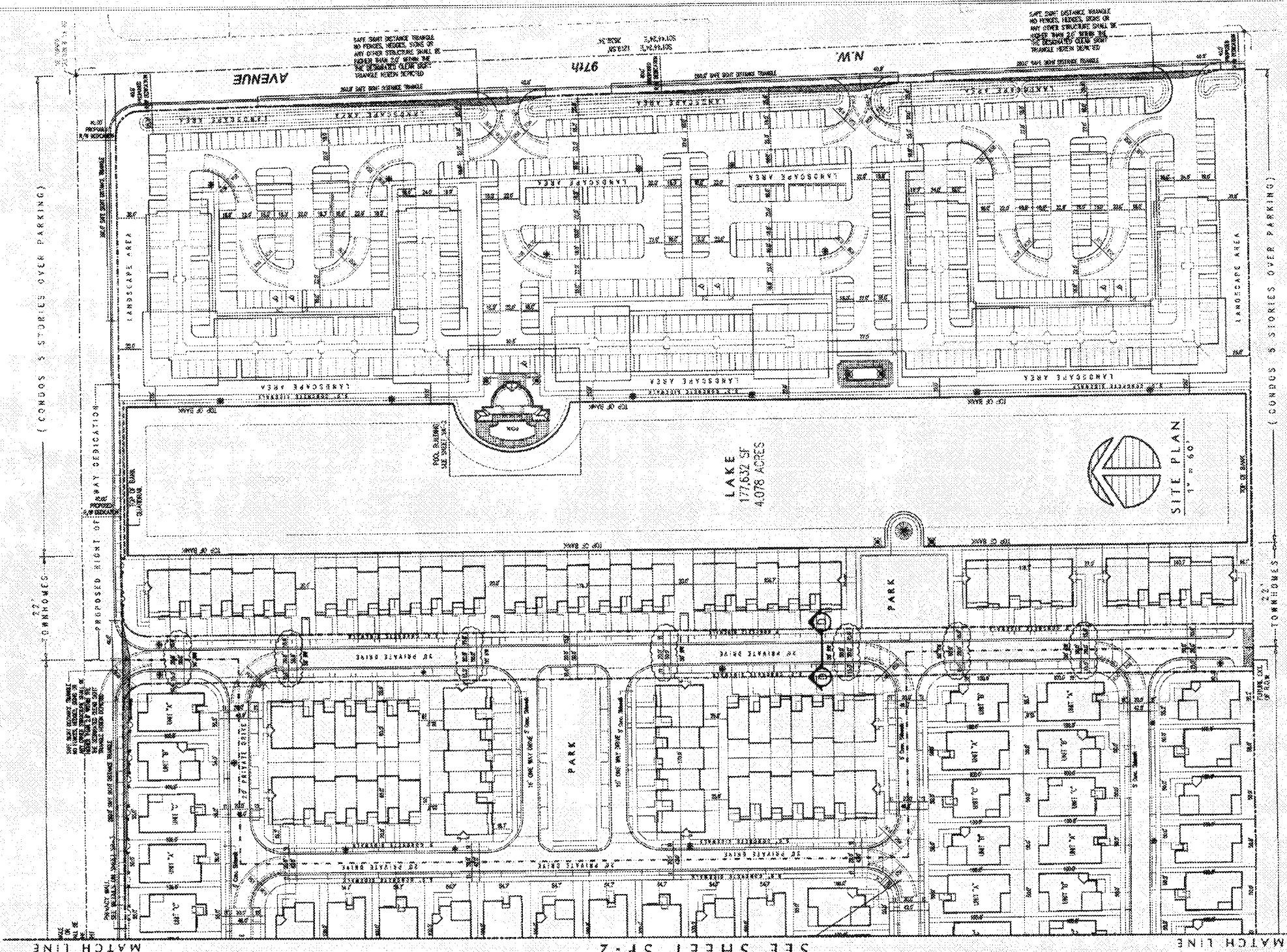
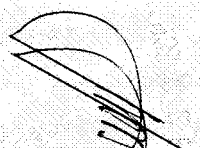
DORAL BREEZE FKA Doral Place
S. of NW 90 St. btwn. NW 97th Ave. &
NW 102 Ave. (±73.02)
Rezoning from GU to RU-4L & SP

SITE PLAN

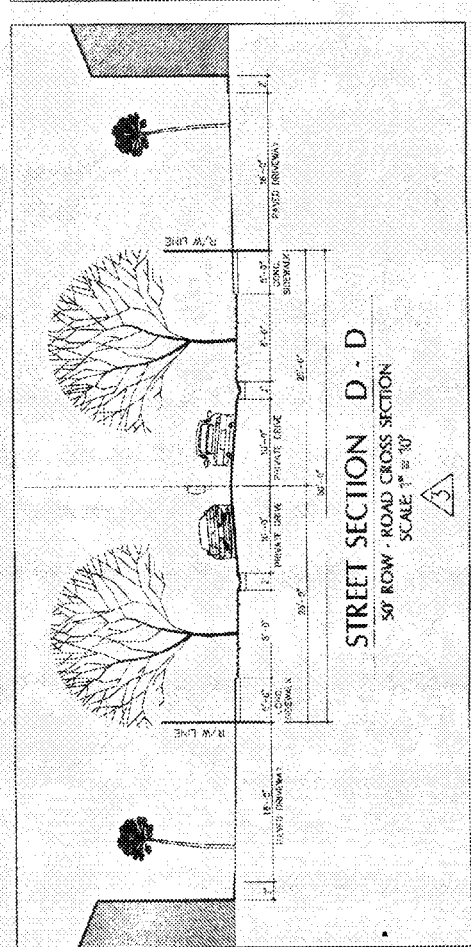
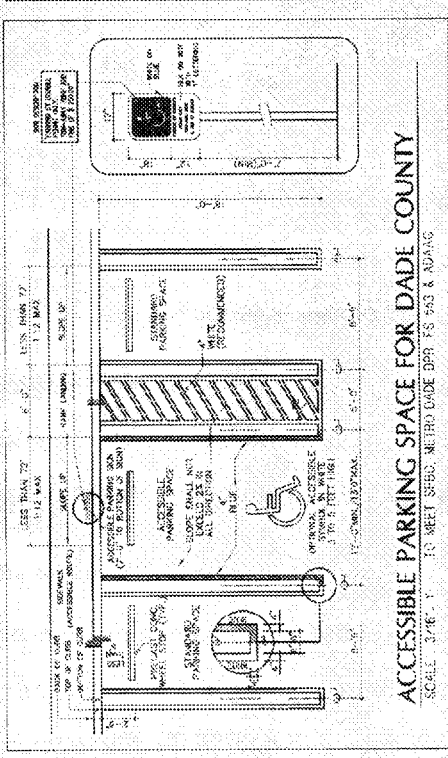
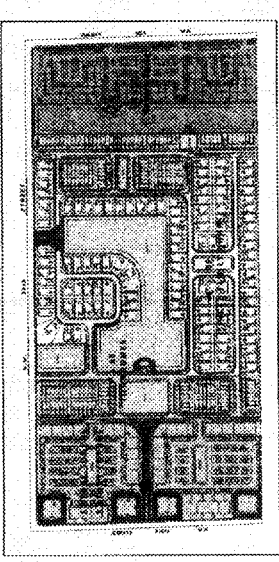
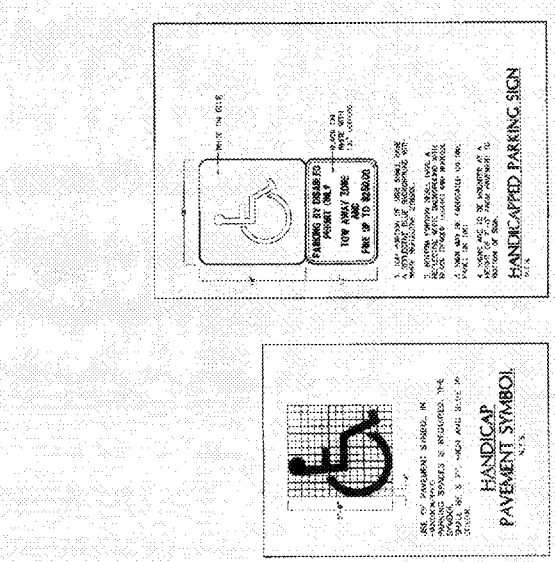
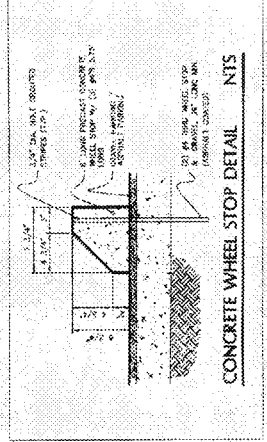
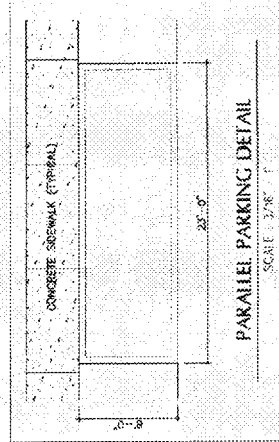
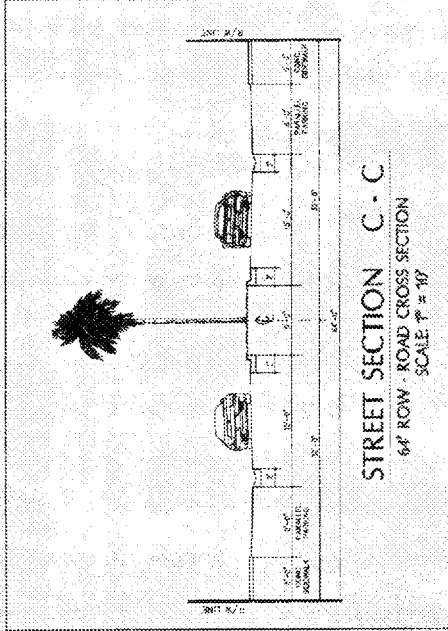
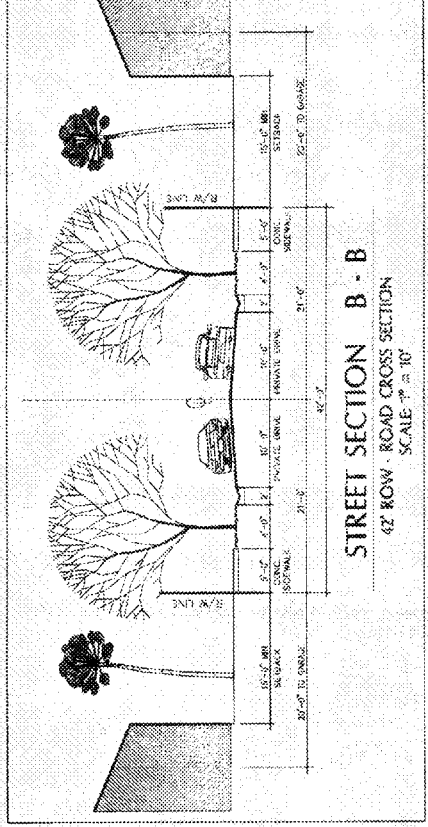
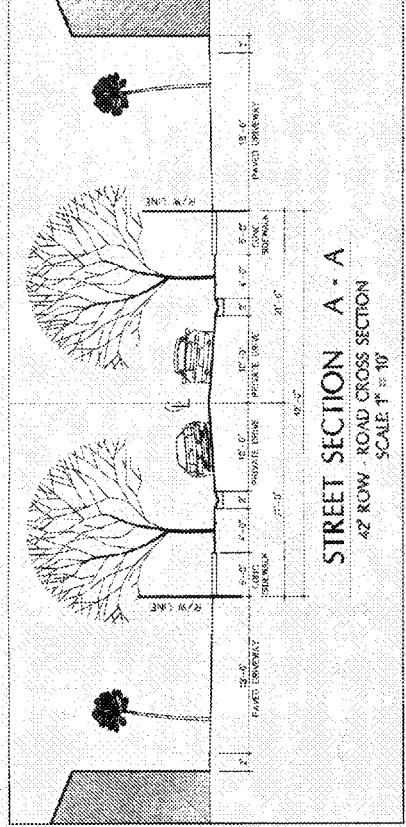


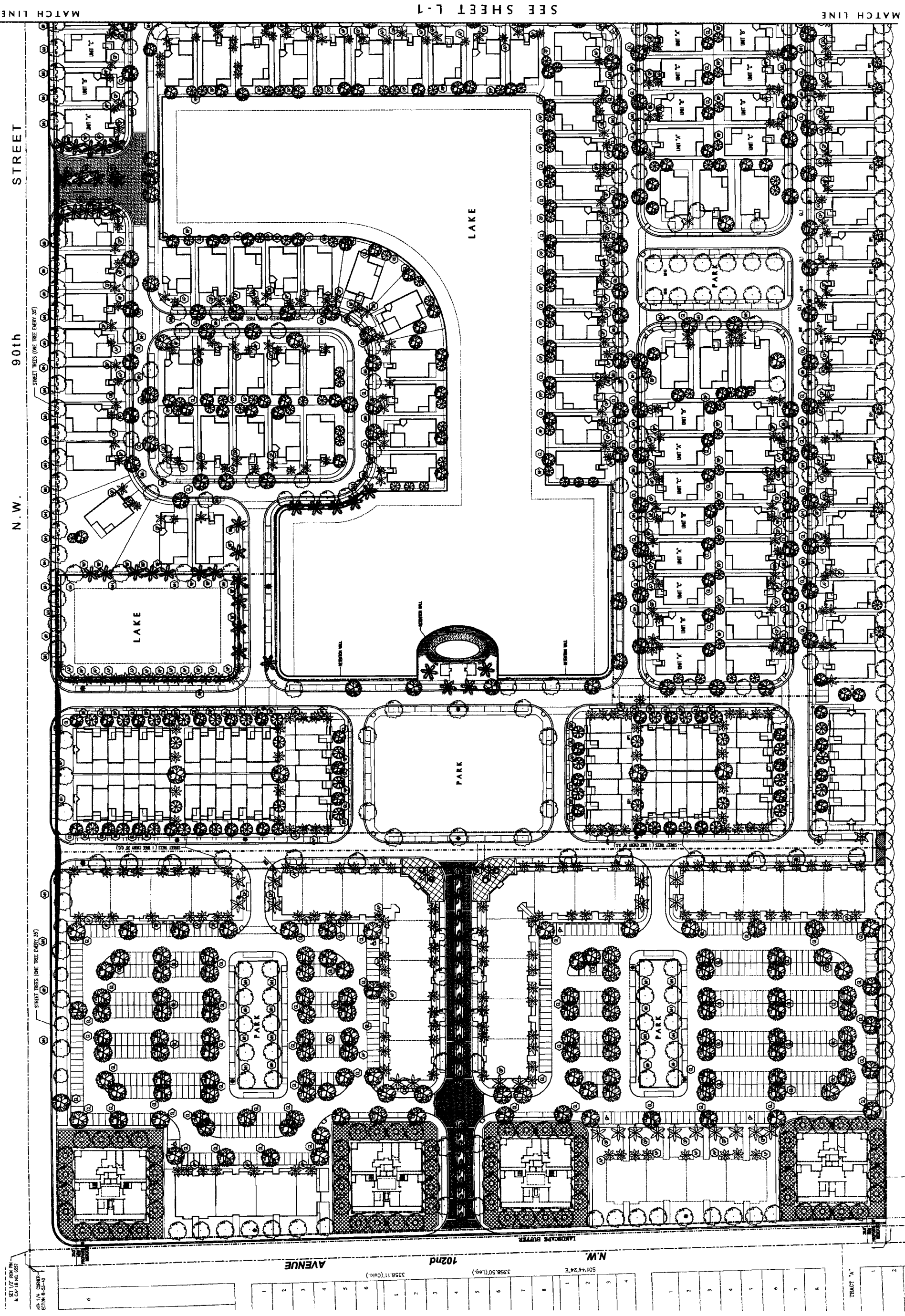
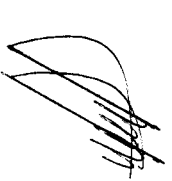


MATCH LINE
SEE SHEET SP-1
MATCH LINE

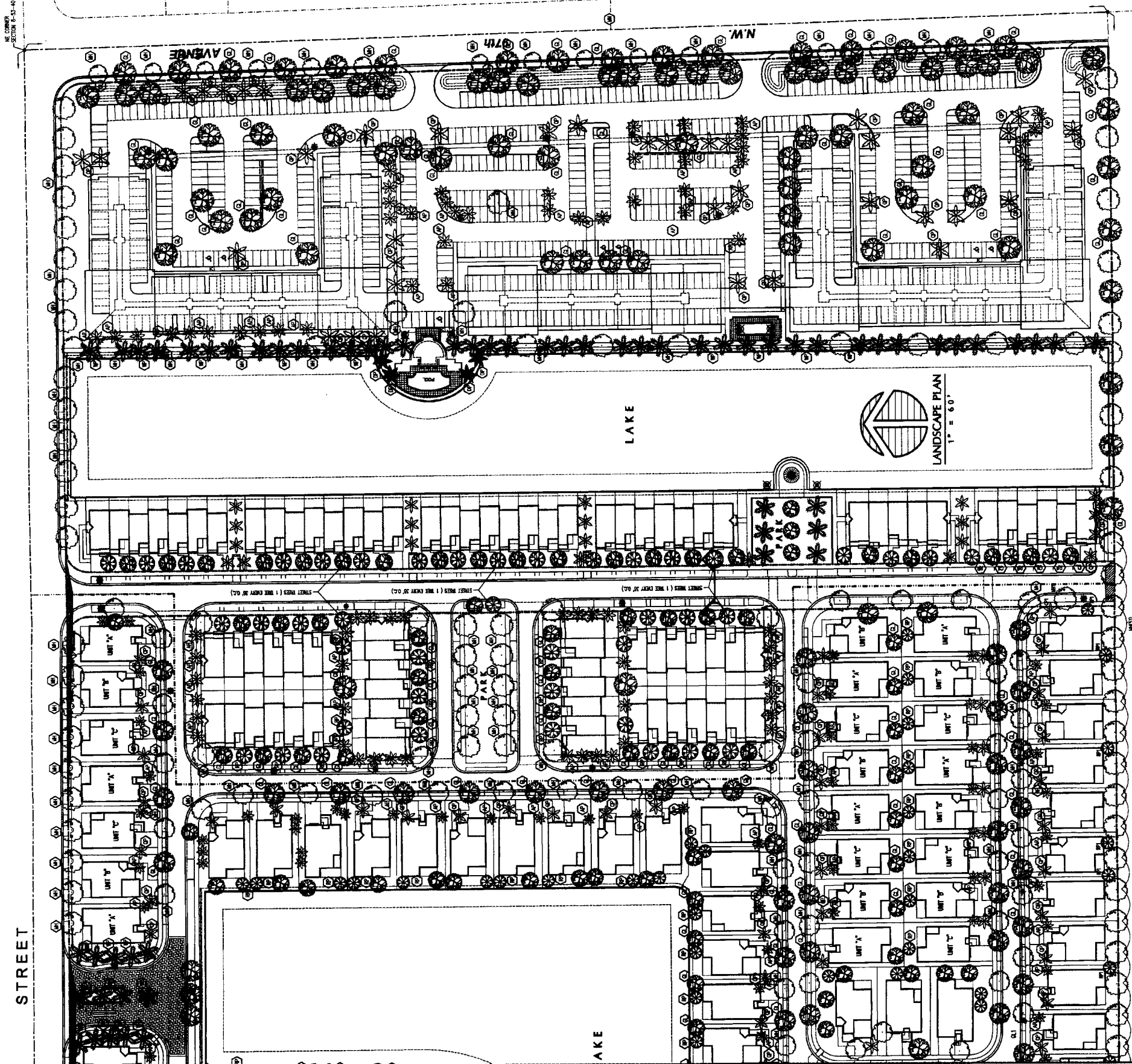


MATCH LINE SEE SHEET SP-2 MATCH LINE





1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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SEE SHEET L-2

LANDSCAPE LEGEND		
	S.F.	ACRES
GROSS AREA	3,200,761	72.688
PROPOSED RM DEDICATIONS	154,030	4.454
NET AREA	3,046,731	68.234
WATER BODIES (LAKE)	486,023	11.306
NET DRY AREA	2,560,708	56.928
TOTAL OPEN SPACE PROVIDED	1,326,221	
LANDSCAPE OPEN SPACE (GREEN OPEN AREAS)		
LANDSCAPE OPEN SPACE (PERMITTED 60% OF LANDSCAPE OPEN SPACE)	696,851	
MAXIMUM LAND AREA (60% PERMITTED)	433,971	
TREES		
A: TREES REQUIRED (26 TREES PER NET DRY ACRE)	1,619	1,619
B: STREET TREES (ONE TREE EVERY 30' ON AVERAGE)	34	34
STREET TREES ALONG WESTERN LINE OF NW 100th AVENUE (1.50' LINEAR FEET / 35' - 34' TREES)	34	34
STREET TREES ALONG EASTERN LINE OF NW 97th AVENUE (1.50' LINEAR FEET / 35' - 34' TREES)	71	71
STREET TREES ALONG NW 100th STREET (2.00' LINEAR FEET / 35' - 34' TREES)	1,758	1,758
C: TOTAL TREES (A+B)	526	526
D: PERCENTAGE OF NATIVE TREES REQUIRED (30% OF TOTAL TREES)	17,594	17,594
E: SHRUBS REQUIRED (TOTAL TREES X 10)	5,275	5,275
F: PERCENTAGE OF NATIVE SHRUBS REQUIRED (30% OF TOTAL SHRUBS)		

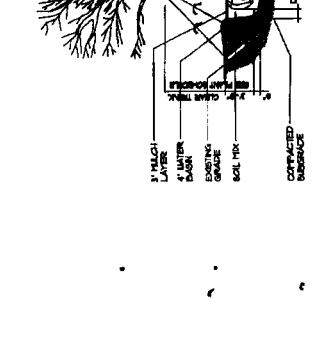
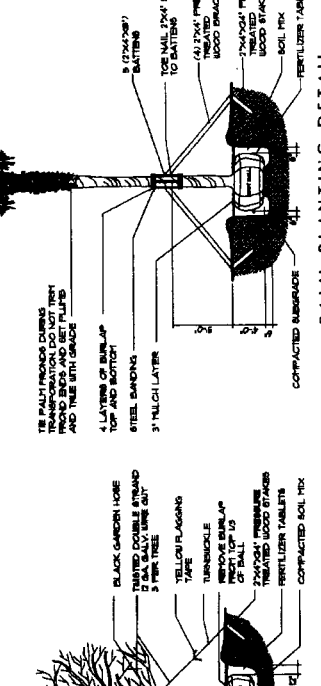
- LANDSCAPE GENERAL NOTES**
- PLANT QUALITY
ALL PLANT MATERIAL SHALL BE EQUAL TO OR BETTER THAN FLORIDA NO. 1 AS CLASSIFIED BY THE FLORIDA DEPARTMENT OF AGRICULTURE. PLANTS SHALL BE GROWN IN A CONTAINER OR IN THE FIELD. PLANTS SHALL BE GUARANTEED FOR THE LIFE OF THE PROJECT. PLANTS SHALL BE GUARANTEED FOR THE LIFE OF THE PROJECT.
 - PLANTING SOIL
ALL PLANT MATERIAL WITH THE EXCEPTION OF PLANT TREE AND BENCH MATERIAL SHALL BE PLANTED WITH THE FOLLOWING SOIL: 60% SAND AND 40% SOIL. THERE MUST BE A MINIMUM OF 18" OF SOIL TO THE SOIL WITHIN 18" OF THE PLANT. THE SOIL SHALL BE COVERED WITH A 2" SOIL BLANKET. THE SOIL SHALL BE COVERED WITH A 2" SOIL BLANKET.
 - FERTILIZER
THE FERTILIZER SHALL BE IN CONFORMANCE WITH THE FLORIDA DEPARTMENT OF AGRICULTURE. THE FERTILIZER SHALL BE IN CONFORMANCE WITH THE FLORIDA DEPARTMENT OF AGRICULTURE. THE FERTILIZER SHALL BE IN CONFORMANCE WITH THE FLORIDA DEPARTMENT OF AGRICULTURE.
 - MULCH
MULCH SHALL BE SHREDED PINE OR EUCALYPTUS MULCH, AND MUST BE APPROVED BY THE LANDSCAPE ARCHITECT.
 - PLANTING AREAS NOT COVERED BY GRASS SHALL BE MULCHED TO A DEPTH OF TWO INCHES TO THE SOIL. ALL PLANTING AREAS NOT COVERED BY GRASS SHALL BE MULCHED TO A DEPTH OF TWO INCHES TO THE SOIL.
 - ALL AREAS DESIGNATED AS "SOIL" SHALL BE COVERED WITH ST. AUGUSTINE FLORITATY GRASS. ALL AREAS DESIGNATED AS "SOIL" SHALL BE COVERED WITH ST. AUGUSTINE FLORITATY GRASS.
 - REFER TO THE PLANTING DETAILS ON PAGES 68 THRU 69 IN THE DANCE COUNTY LANDSCAPE MANUAL, FEBRUARY 1998.

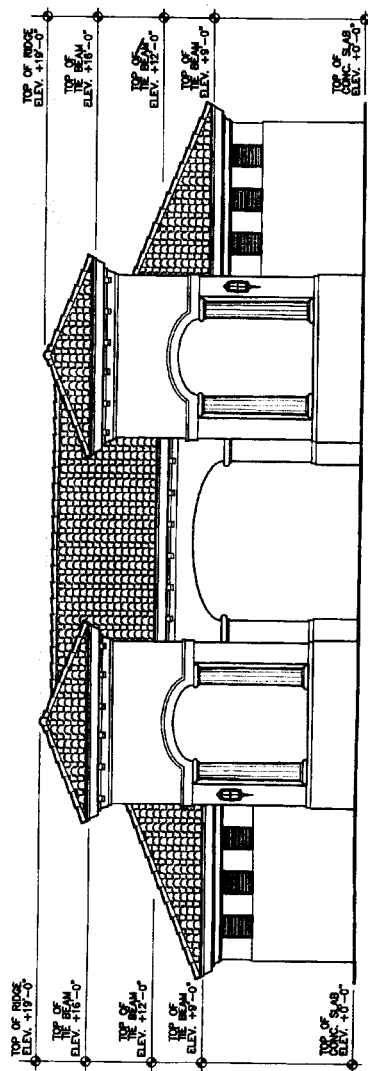
TREE SCHEDULE		
SYMBOL	PLANT NAME	HEIGHT
1	Swainsona Magnolia	15'-25'
2	Swainsona Magnolia	15'-25'
3	Swainsona Magnolia	15'-25'
4	Swainsona Magnolia	15'-25'
5	Swainsona Magnolia	15'-25'
6	Swainsona Magnolia	15'-25'
7	Swainsona Magnolia	15'-25'
8	Swainsona Magnolia	15'-25'
9	Swainsona Magnolia	15'-25'
10	Swainsona Magnolia	15'-25'

PALM SCHEDULE		
SYMBOL	PLANT NAME	HEIGHT
1	Washingtonia robusta	15'-25'
2	Washingtonia robusta	15'-25'
3	Washingtonia robusta	15'-25'
4	Washingtonia robusta	15'-25'
5	Washingtonia robusta	15'-25'
6	Washingtonia robusta	15'-25'
7	Washingtonia robusta	15'-25'
8	Washingtonia robusta	15'-25'
9	Washingtonia robusta	15'-25'
10	Washingtonia robusta	15'-25'

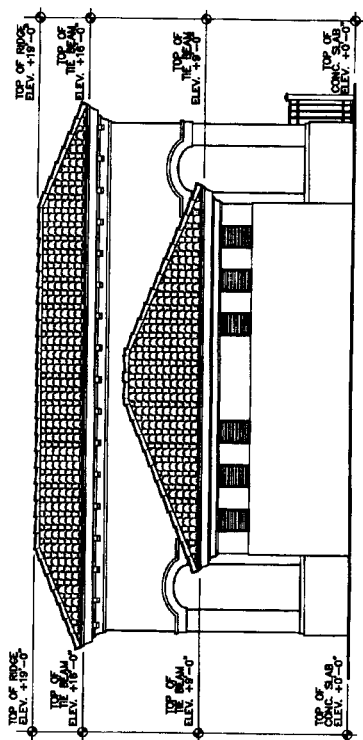
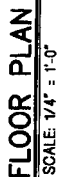
SHRUB SCHEDULE		
SYMBOL	PLANT NAME	HEIGHT
1	Conocarpus erectus	15'-25'
2	Conocarpus erectus	15'-25'
3	Conocarpus erectus	15'-25'
4	Conocarpus erectus	15'-25'
5	Conocarpus erectus	15'-25'
6	Conocarpus erectus	15'-25'
7	Conocarpus erectus	15'-25'
8	Conocarpus erectus	15'-25'
9	Conocarpus erectus	15'-25'
10	Conocarpus erectus	15'-25'

NOTE:
- ALL STREET TREES MUST BE A MINIMUM OF 14' HIGH AT THE TIME OF PLANTING.
- ALL LOT TREES MUST BE A MINIMUM OF 12' HIGH AT THE TIME OF PLANTING.

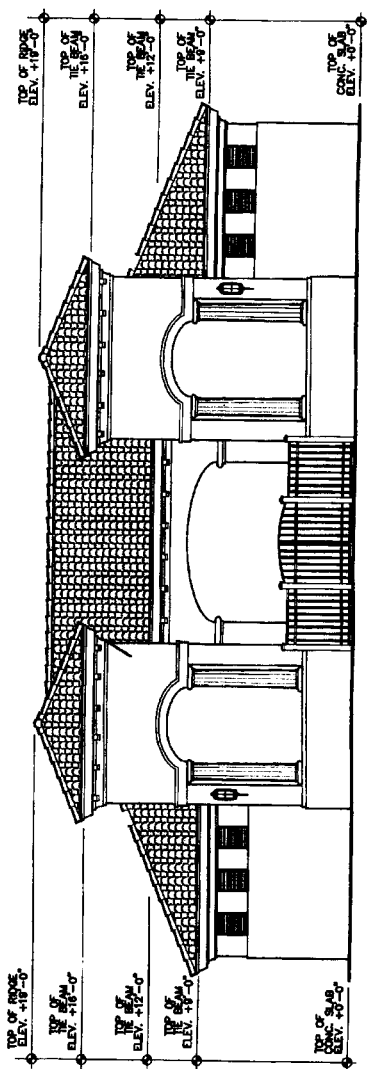




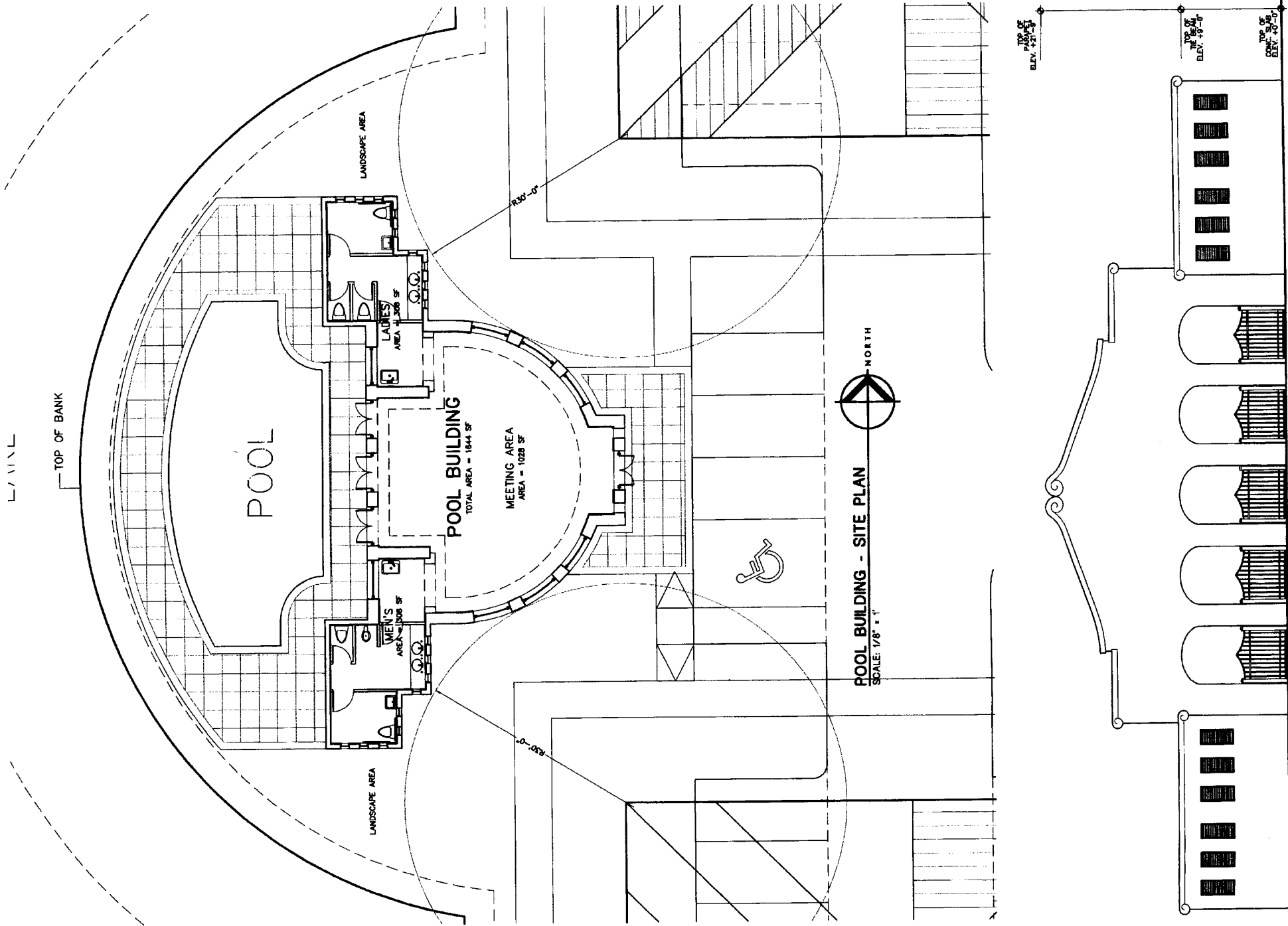
REAR ELEVATION
SCALE: 3/16"=1'-0"



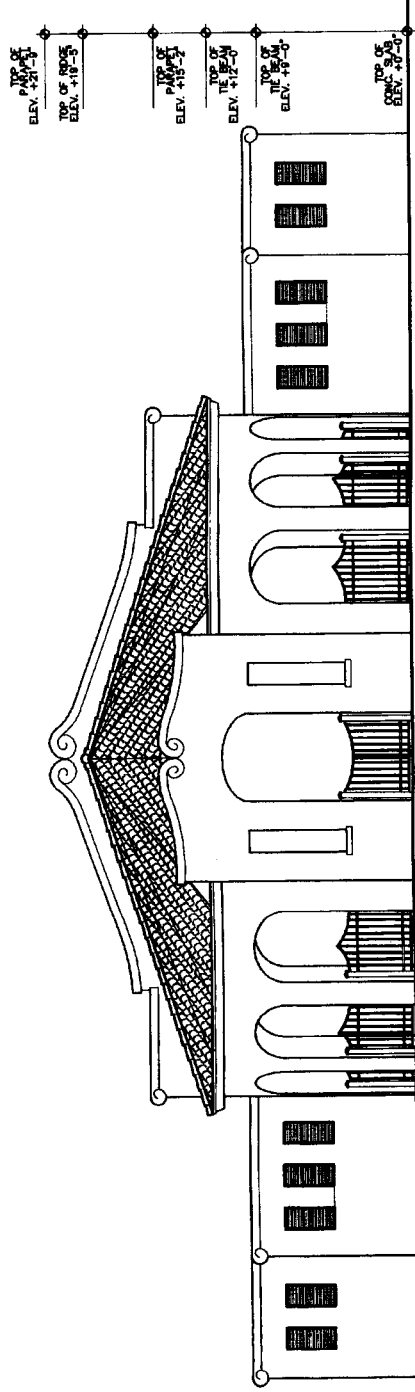
SIDE ELEVATION
SCALE: 3/16"=1'-0"



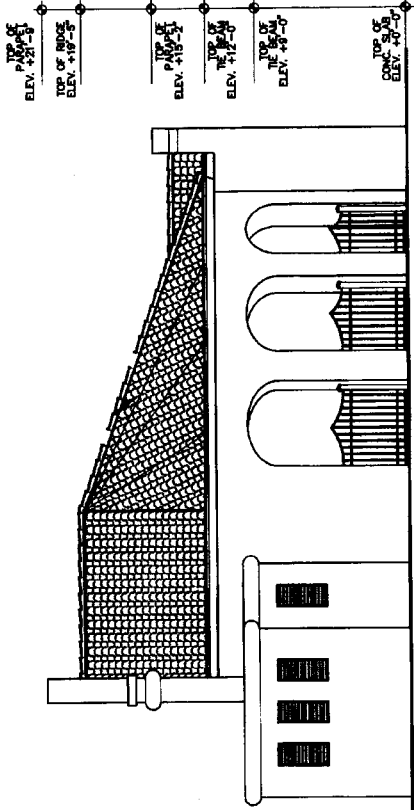
FRONT ELEVATION
SCALE: 3/16"=1'-0"



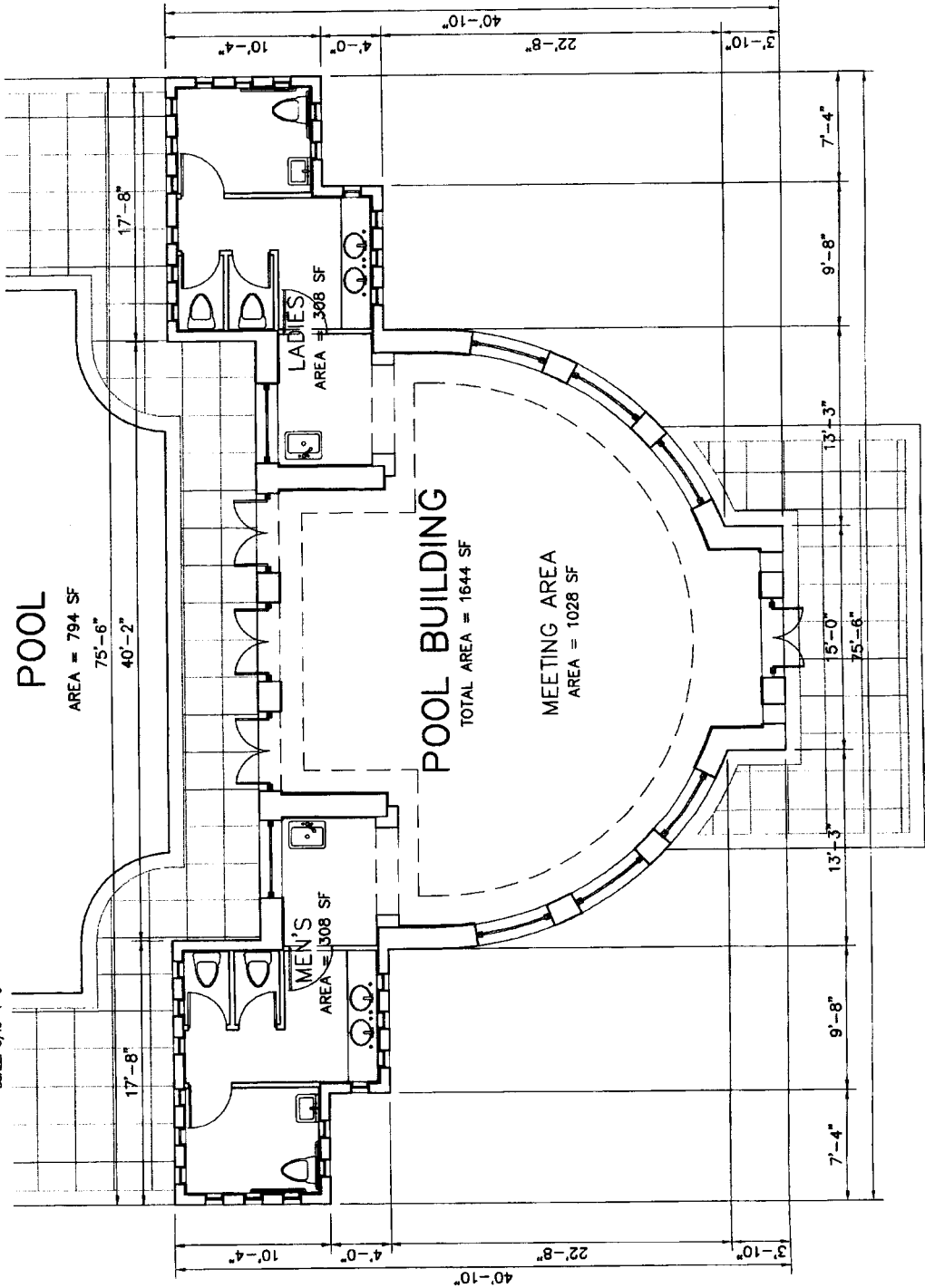
REAR ELEVATION
SCALE: 3/16"=1'-0"



FRONT ELEVATION
SCALE: 3/16"=1'-0"



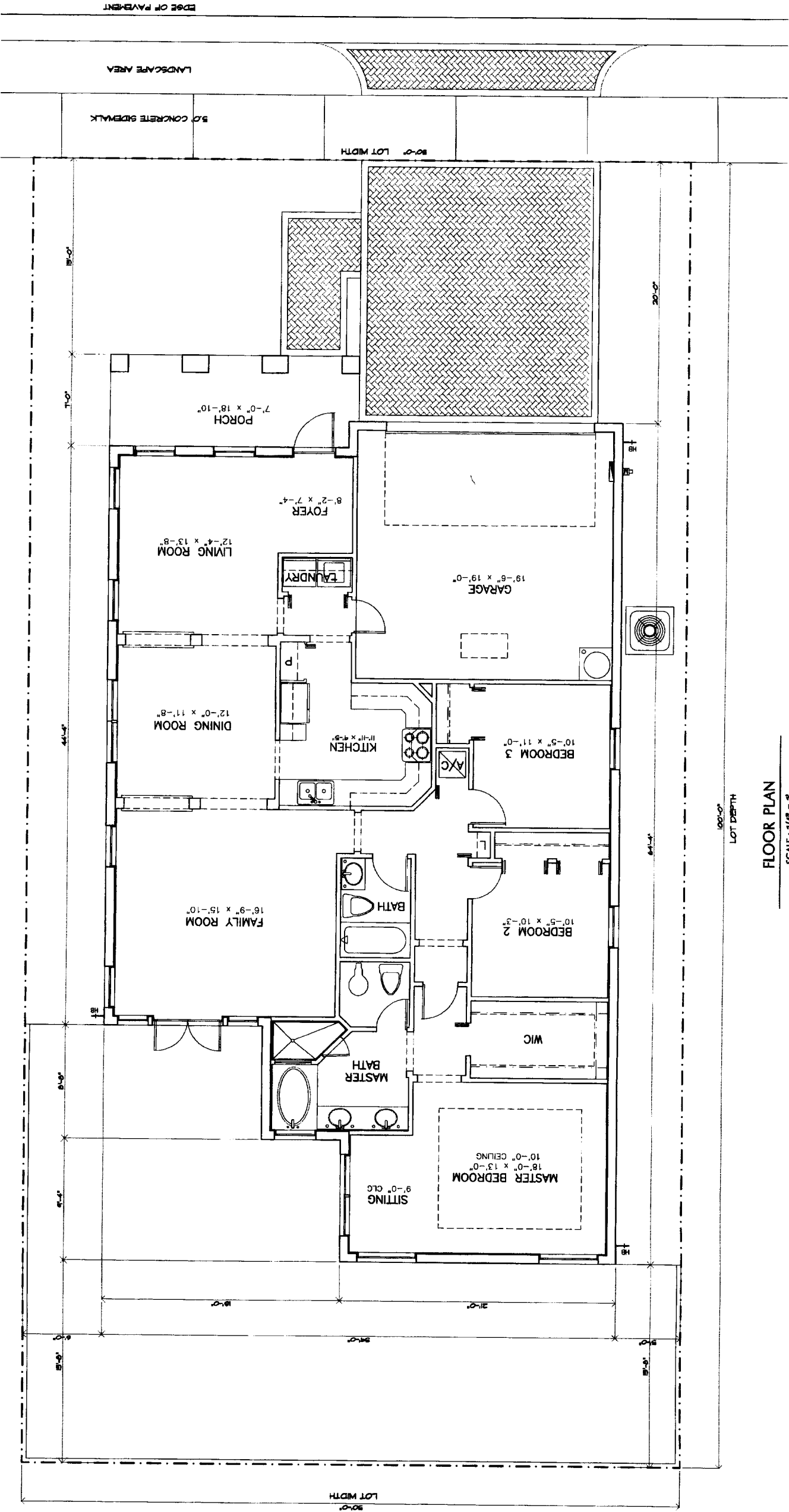
SIDE ELEVATION
SCALE: 3/16"=1'-0"

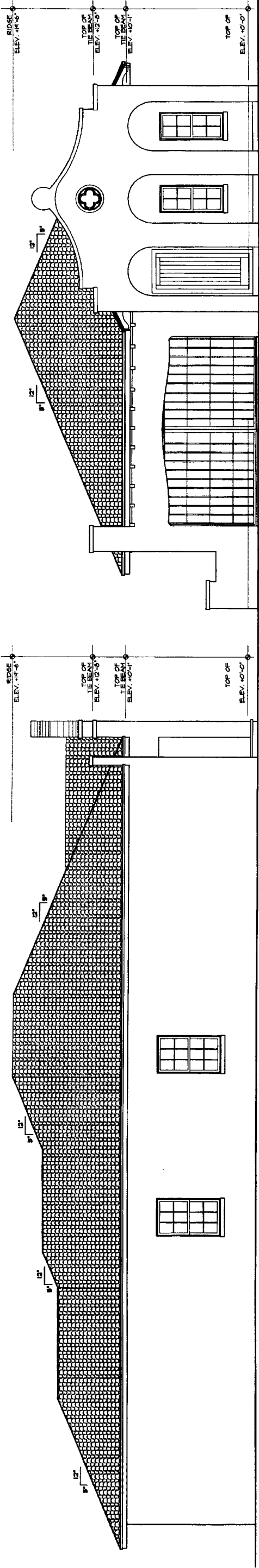


FLOOR PLAN
SCALE: 3/16"=1'-0"

AREA CALCULATIONS:

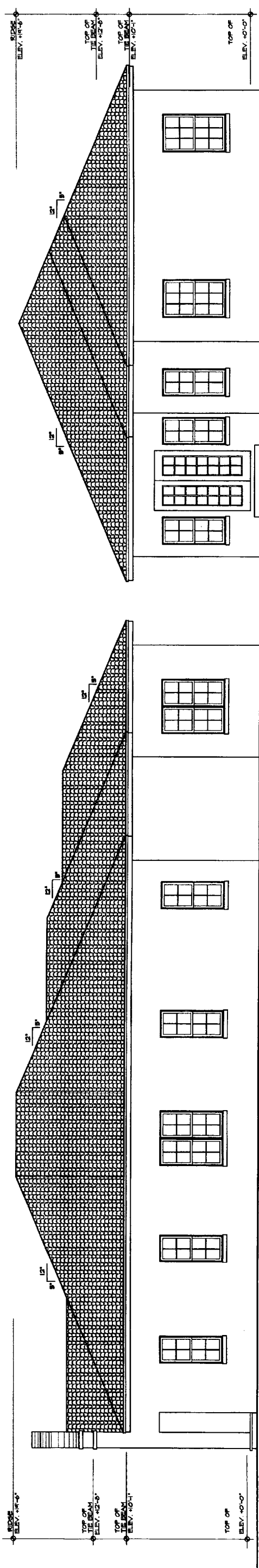
A/C SPACE	1807.14 SQUARE FEET
GARAGE	346.61 SQUARE FEET
COVERED ENTRY	46.04 SQUARE FEET
TOTAL	2244.19 SQUARE FEET





RIGHT ELEVATION
SCALE : 1/4" = 1'

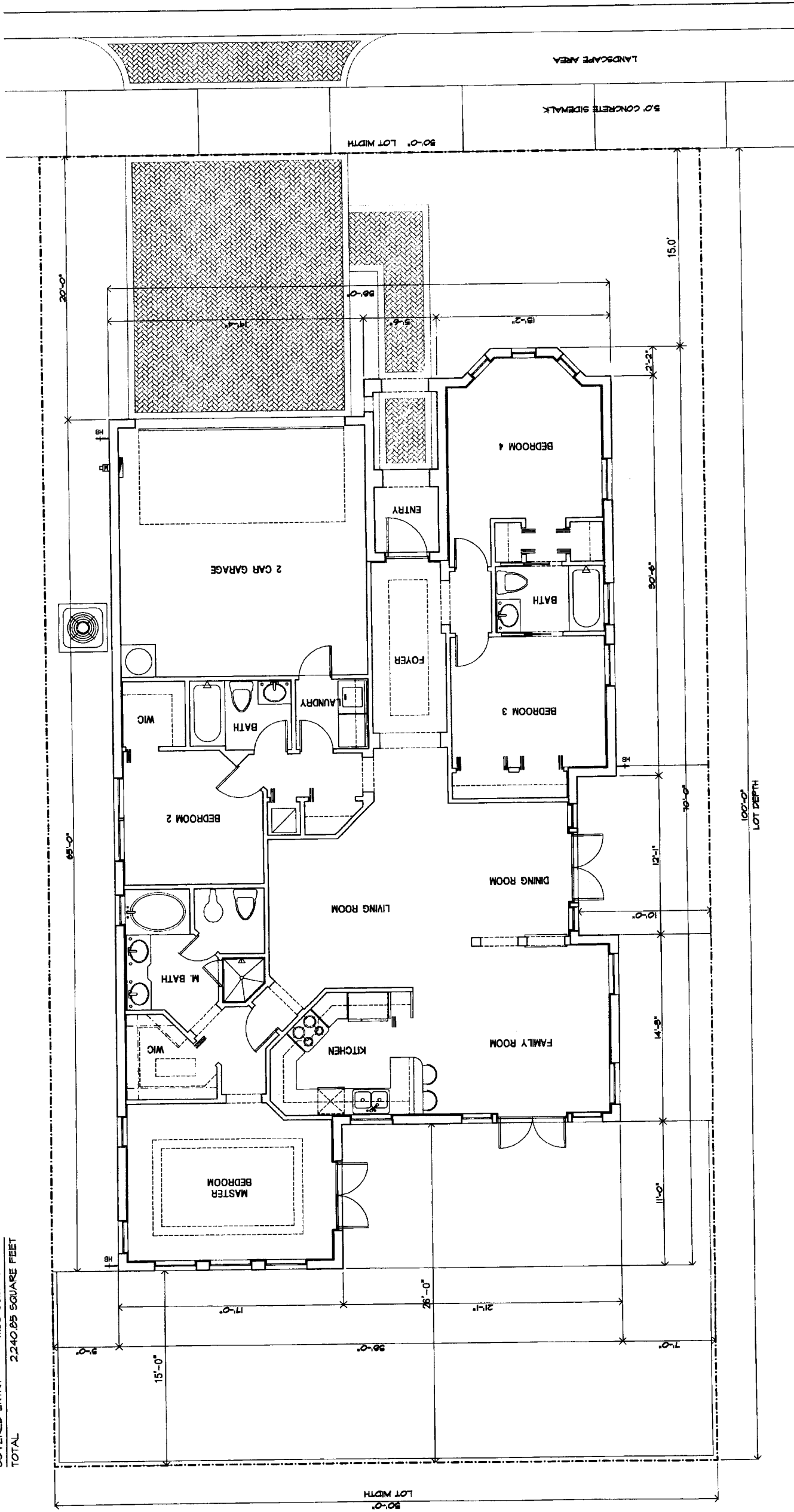
FRONT ELEVATION
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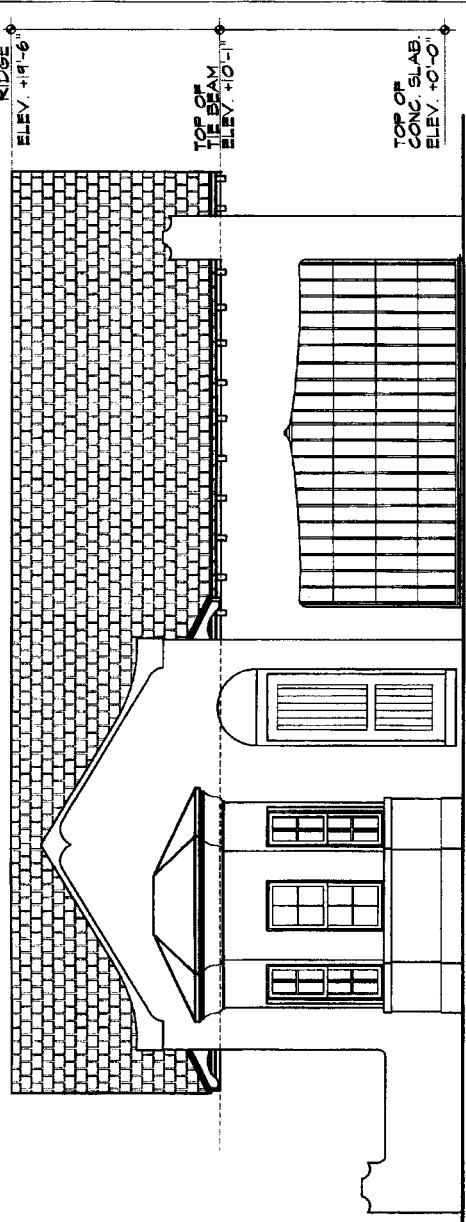
LEFT ELEVATION
SCALE : 1/4" = 1'

REAR ELEVATION
SCALE : 1/4" = 1'

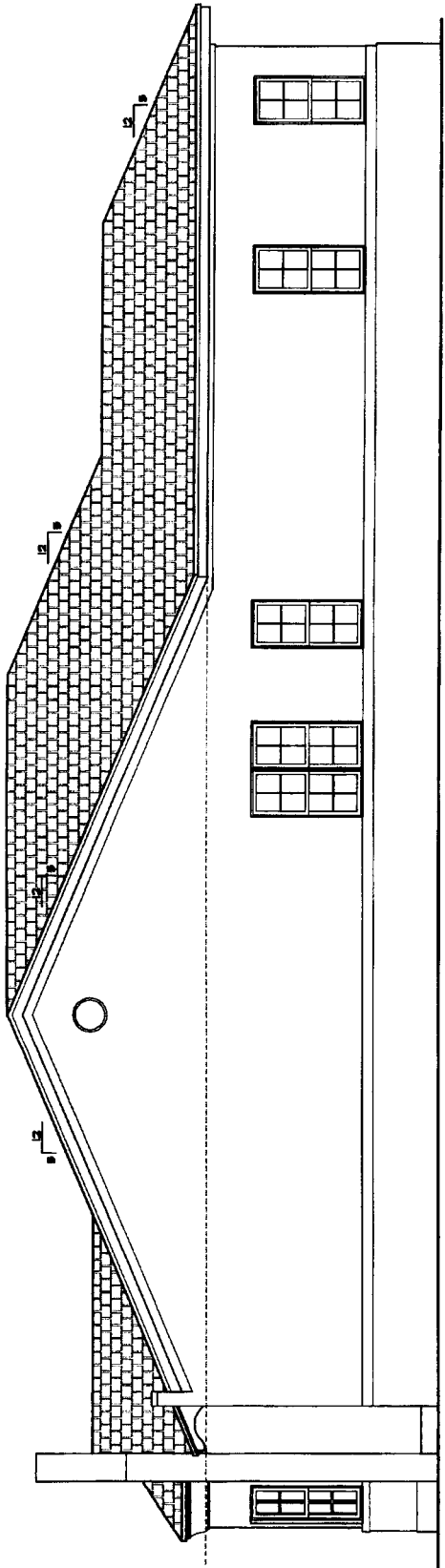
UNIT A ELEVATIONS	
DATE:	10.10.2006
SCALE:	1/4"=1'
DRAWN:	SP
JOB NO.:	



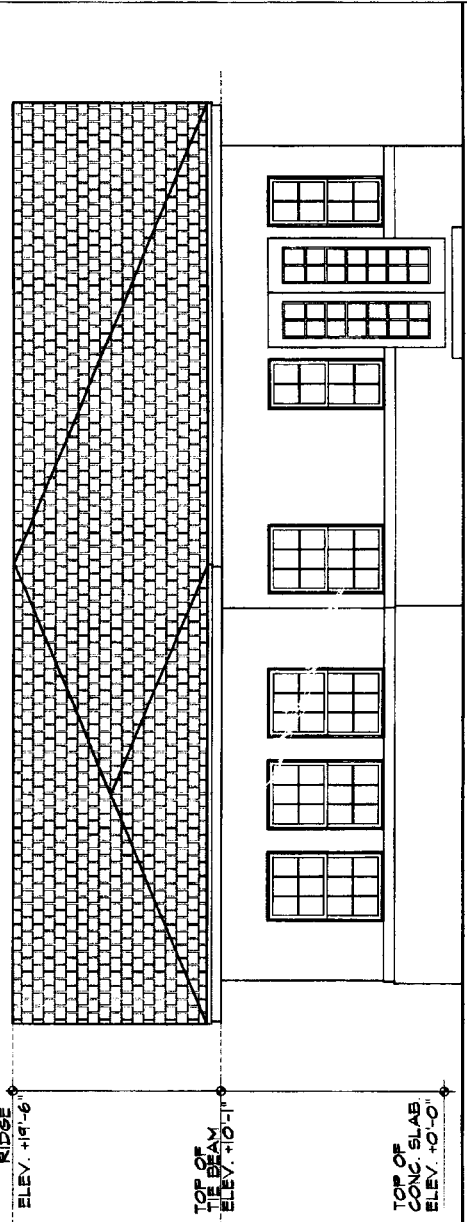
AREA CALCULATIONS:		
A/C SPACE	1,016.30	SQUARE FEET
GARAGE	393.17	SQUARE FEET
COVERED ENTRY	41.30	SQUARE FEET
TOTAL	2,240.85	SQUARE FEET



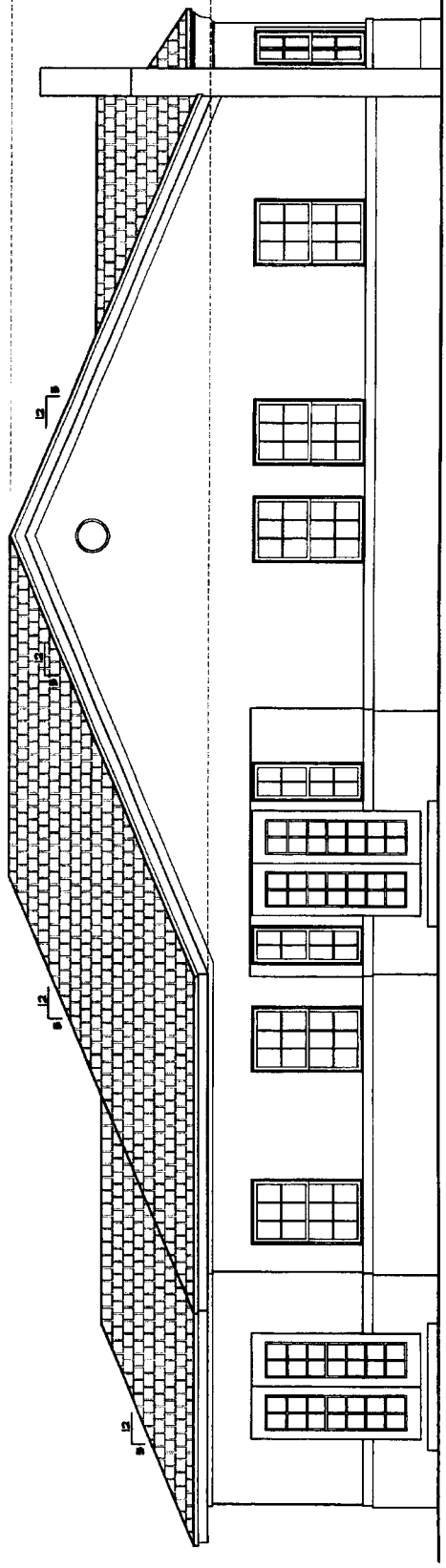
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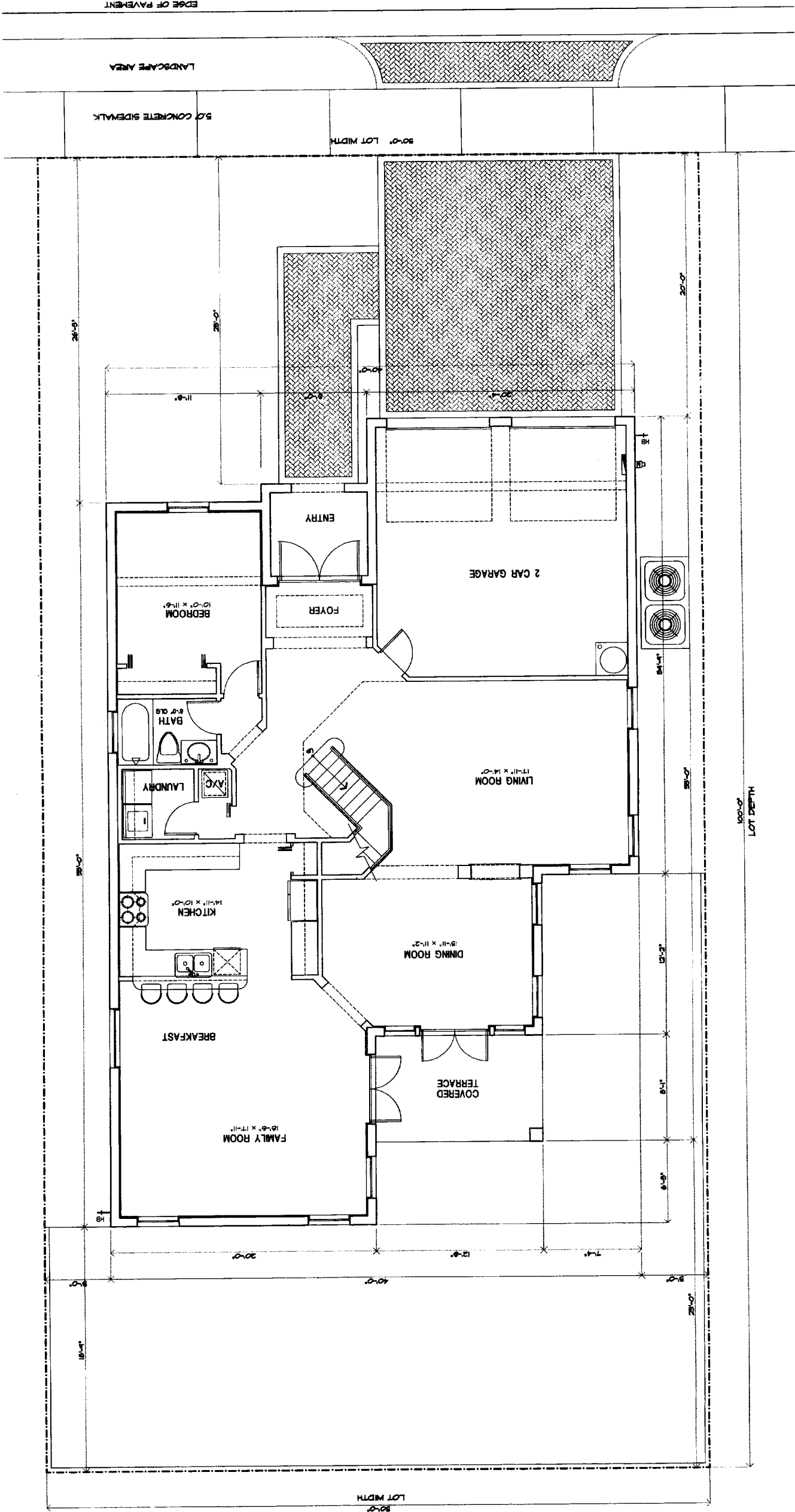
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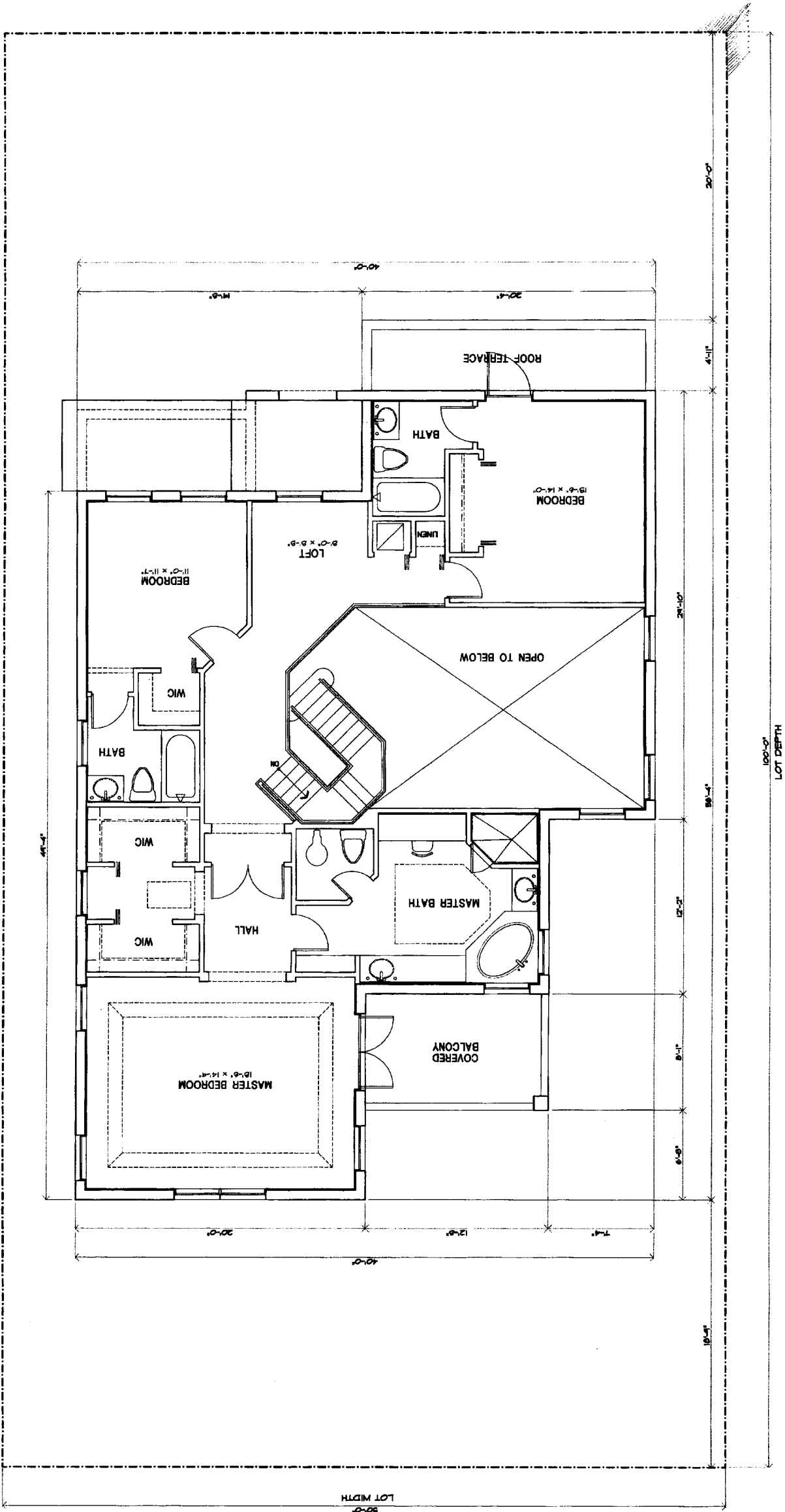


REAR ELEVATION
SCALE: 1/4" = 1'



LEFT ELEVATION
SCALE: 1/4" = 1'



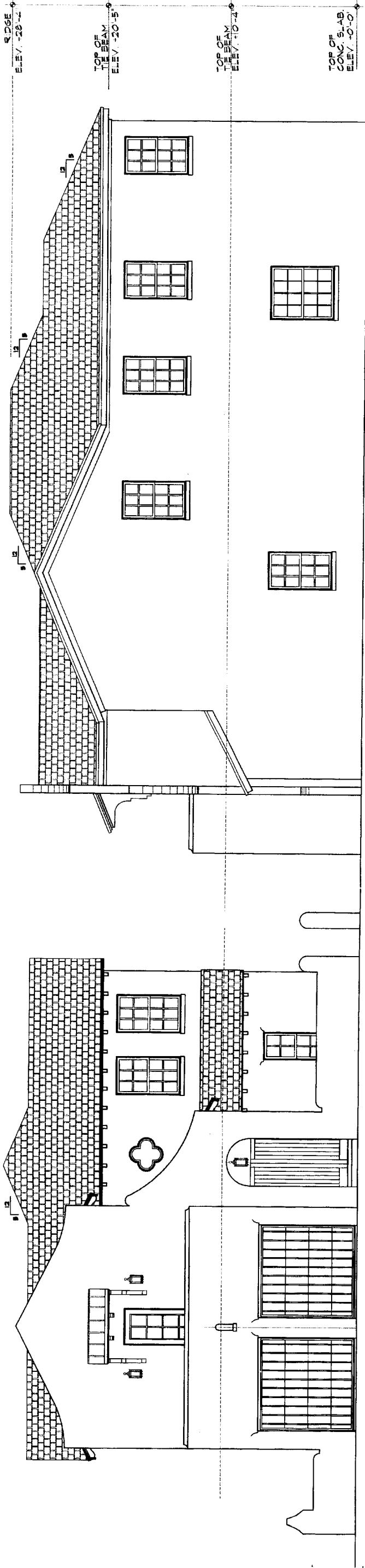


SINGLE FAMILY HOMES

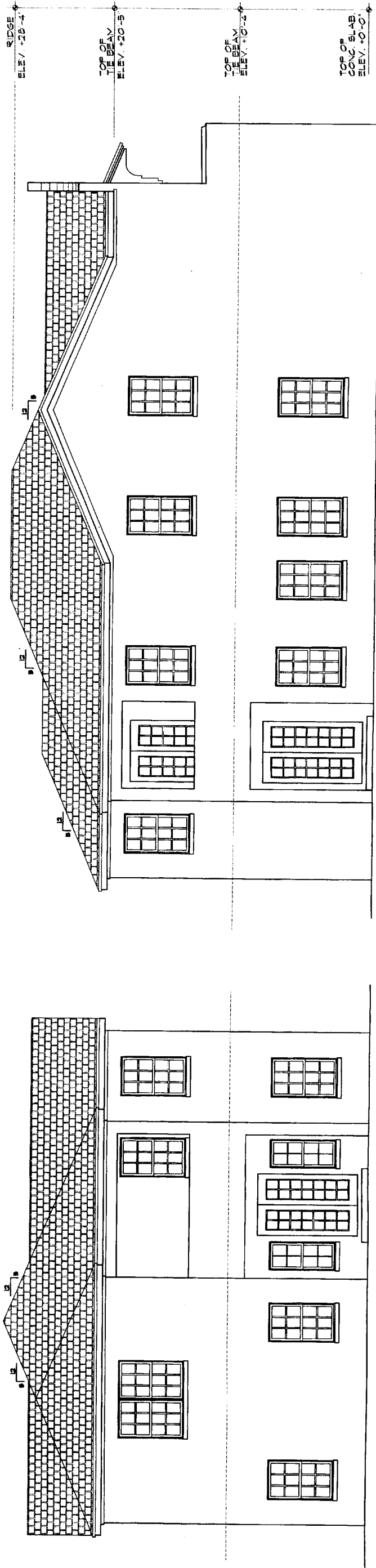
UNIT C REVISIONS	DATE: 10.10.2006
SCALE: 1/4"=1'	
DRAWN: SP	
FOR NO.:	

A-6

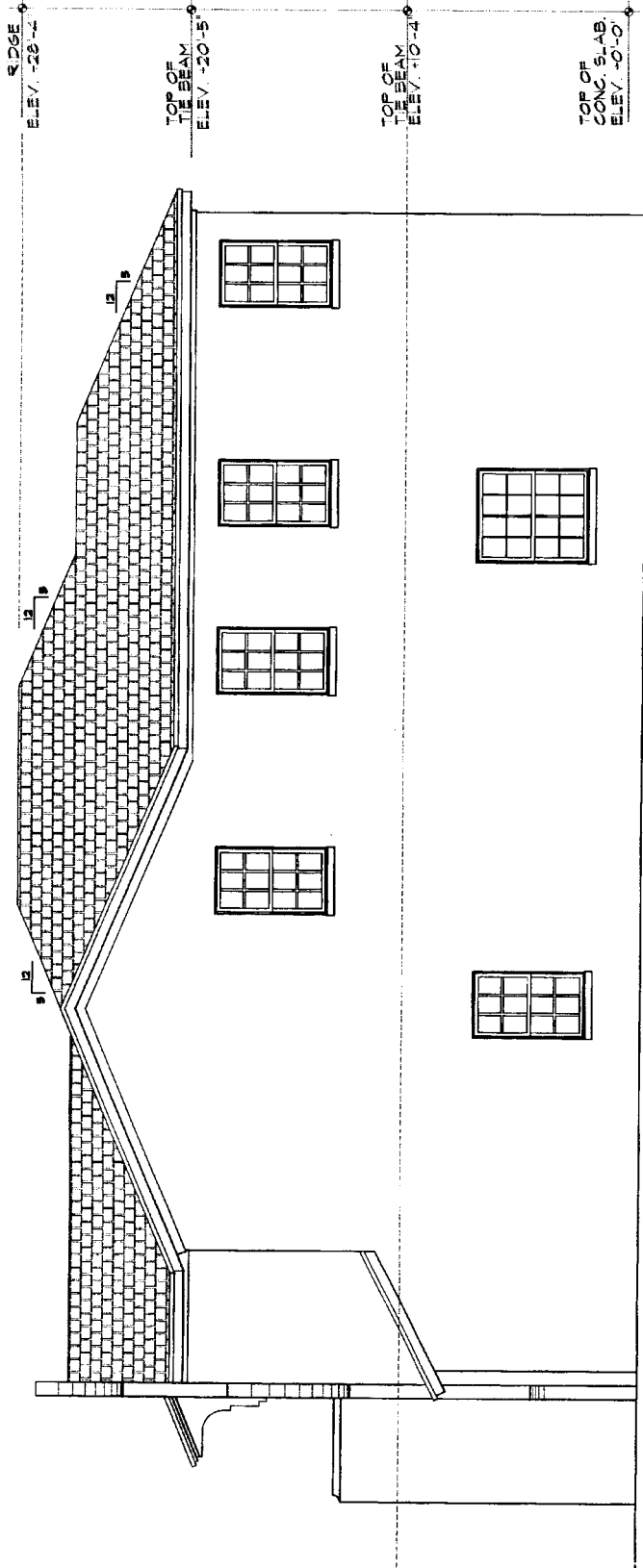
SHEET NO.:



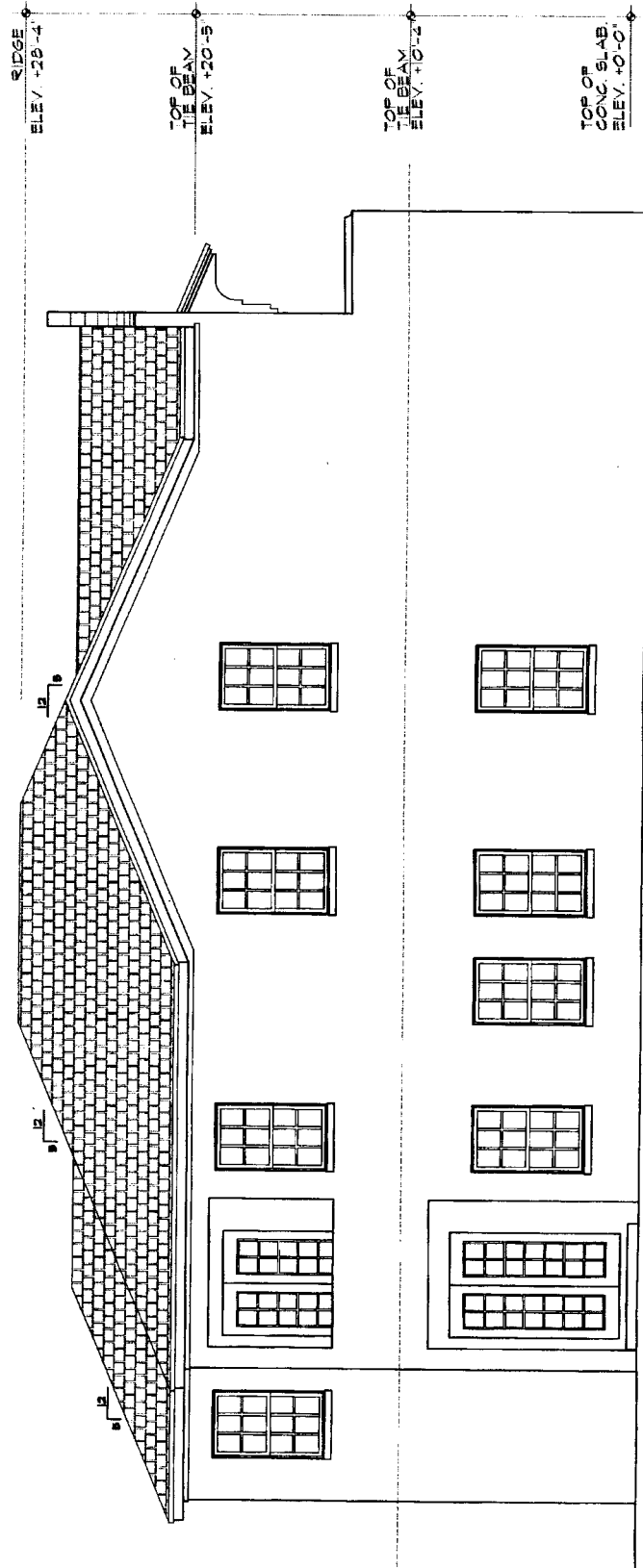
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SCALE: 1/4" = 1'



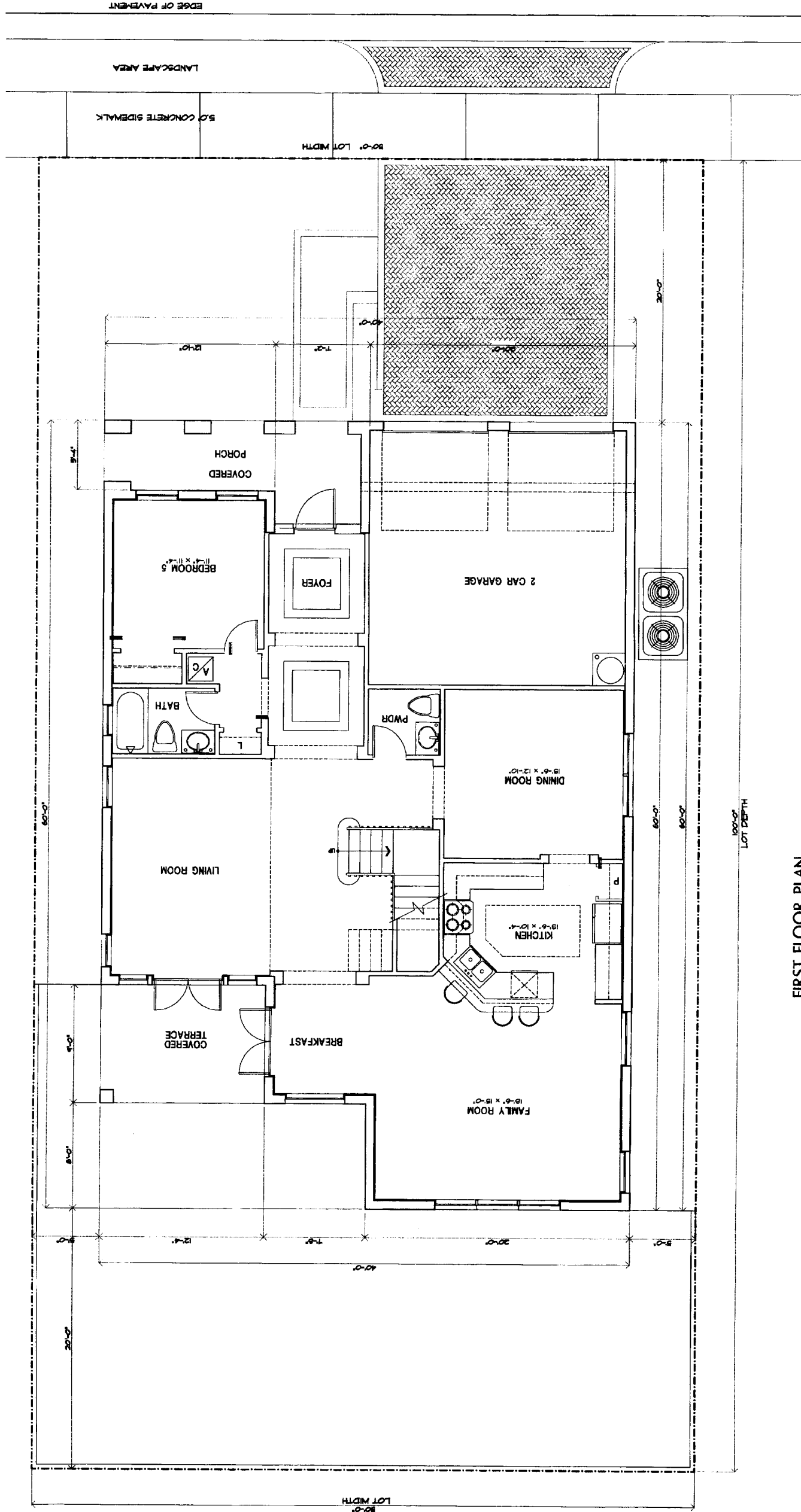
REAR ELEVATION
SCALE: 1/4" = 1'



RIGHT ELEVATION
SCALE: 1/4" = 1'

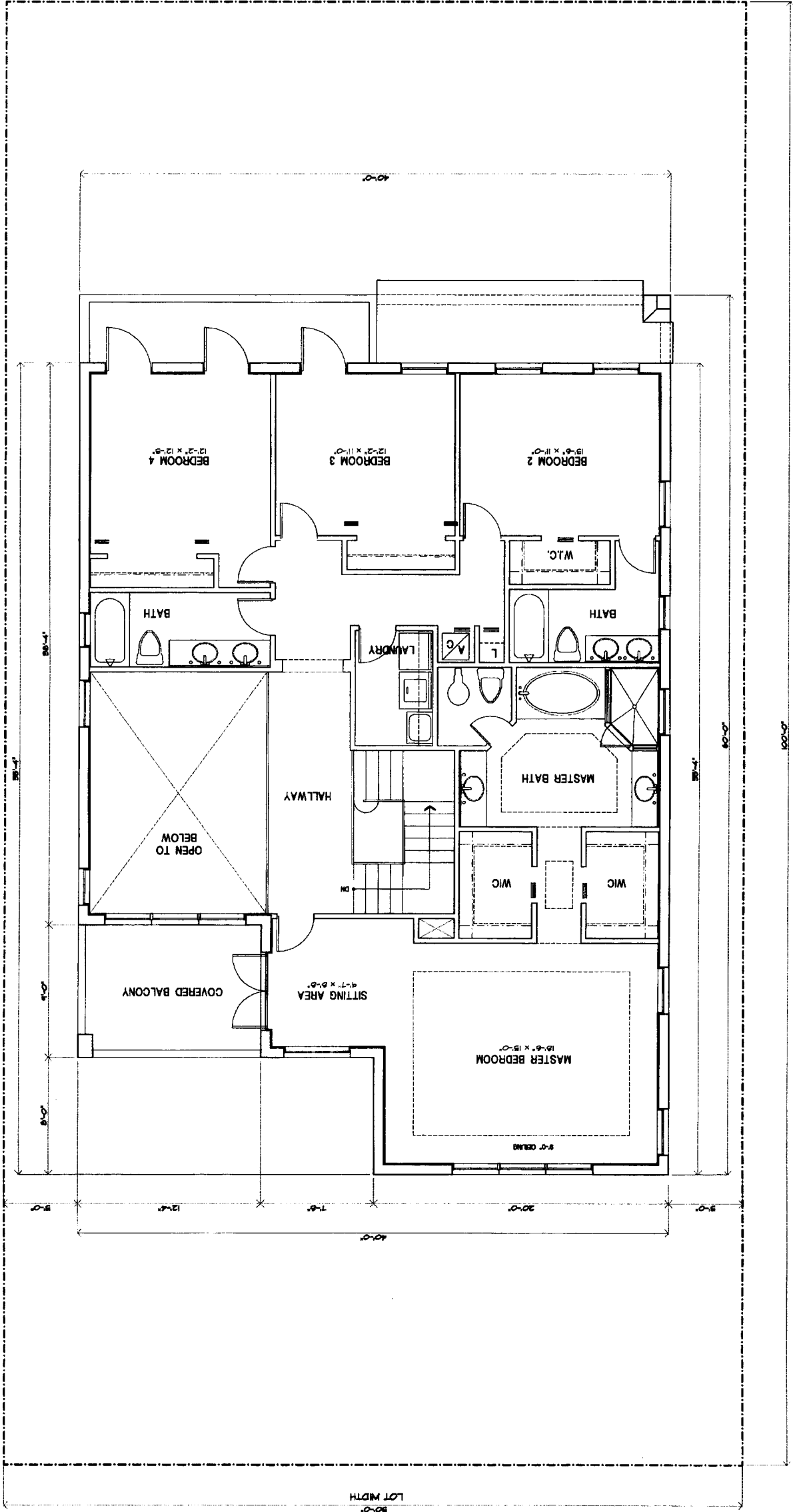


LEFT ELEVATION
SCALE: 1/4" = 1'

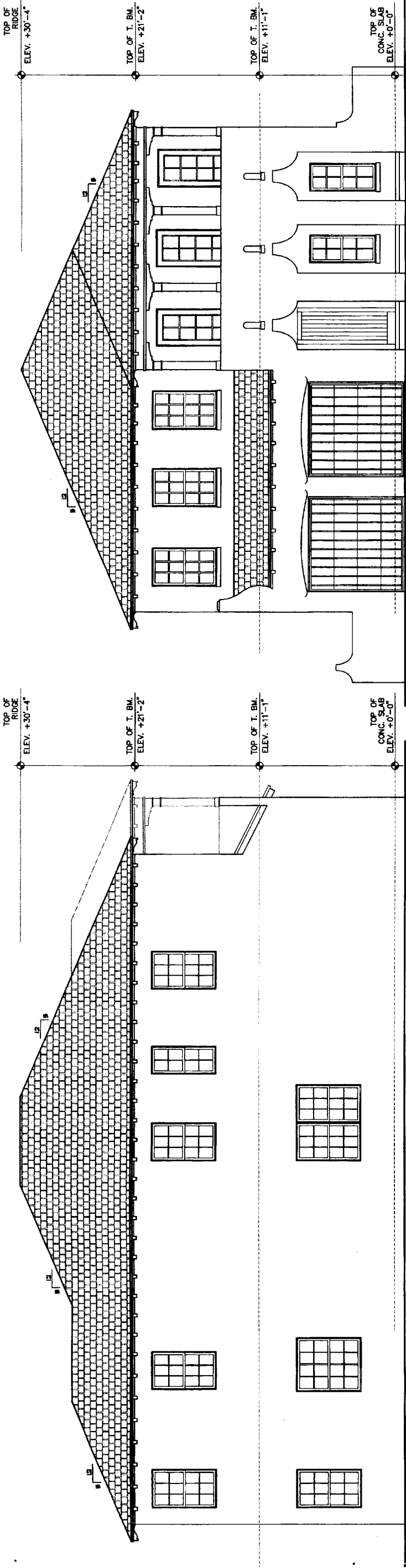


FIRST FLOOR PLAN

SCALE: 1/4" = 1'

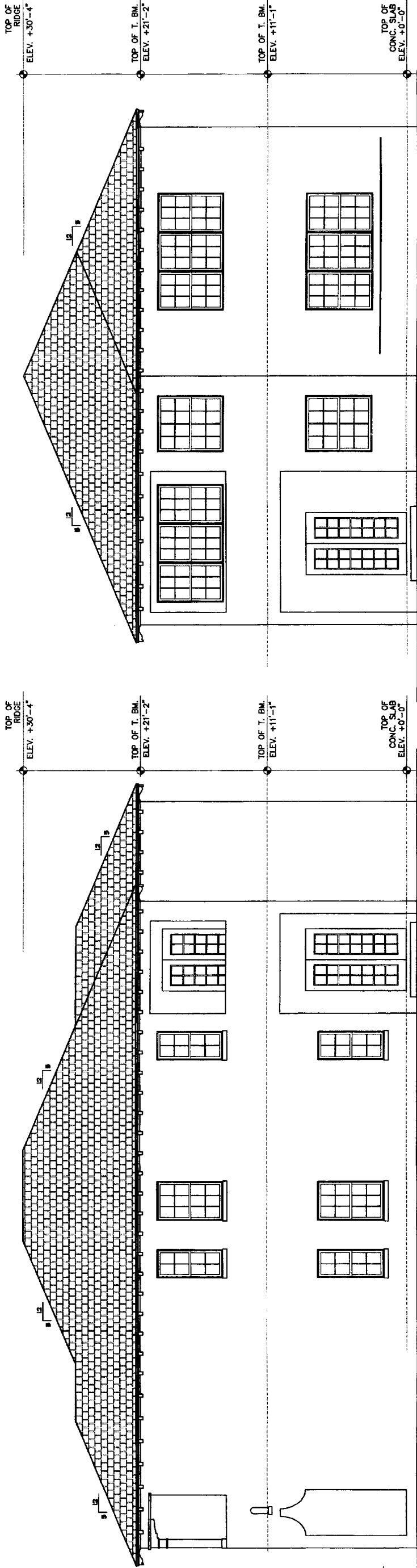


SECOND FLOOR PLAN
SCALE: 1/4" = 1'



LEFT ELEVATION
SCALE: 1/4" = 1'

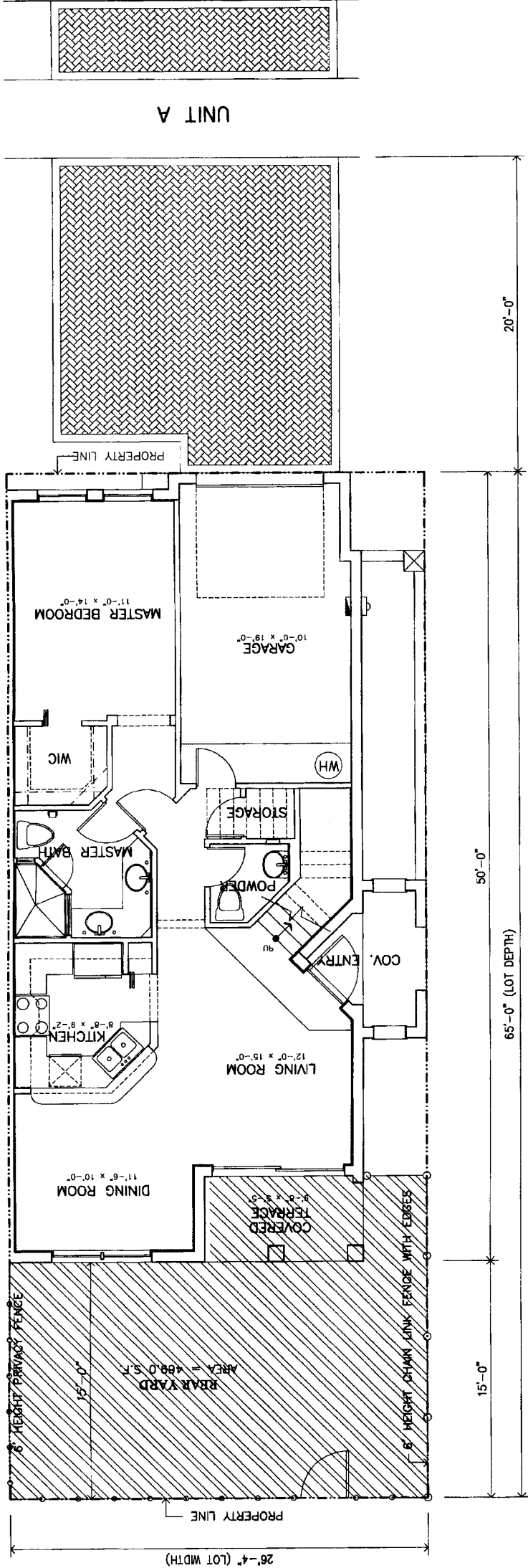
FRONT ELEVATION
SCALE: 1/4" = 1'



RIGHT ELEVATION
SCALE: 1/4" = 1'

REAR ELEVATION
SCALE: 1/4" = 1'

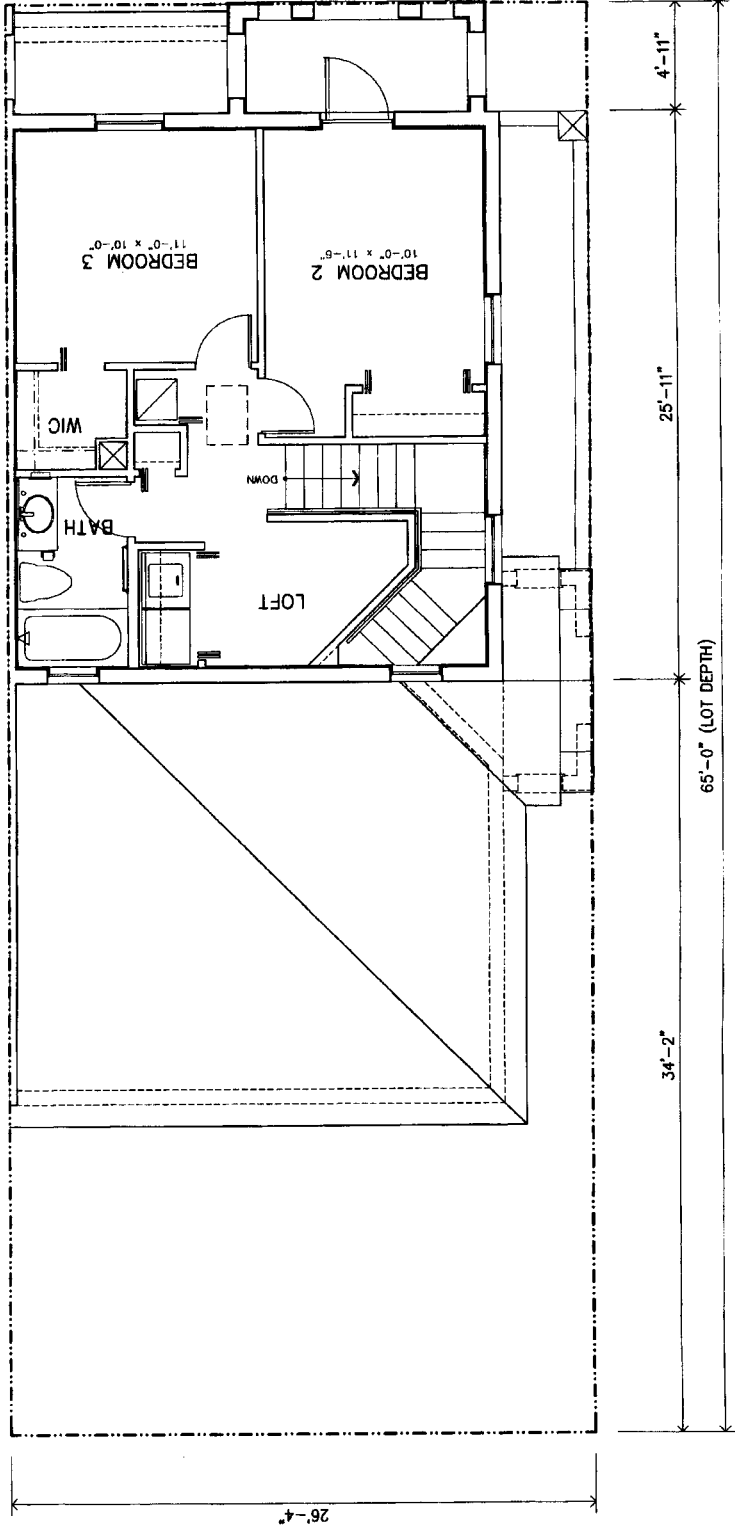
27 TOWNHOMES	
UNIT A	
FLOOR PLANS	
DATE:	10.10.2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA



UNIT A - FIRST FLOOR PLAN

SCALE: 1/4" = 1'

Area Calculation - UNIT A	
1st. FLOOR A/C	829 SQUARE FEET
2nd. FLOOR A/C	493 SQUARE FEET
TOTAL A/C	1322 SQUARE FEET
COVERED ENTRY	12 SQUARE FEET
GARAGE	212 SQUARE FEET
COVERED TERRACE	52 SQUARE FEET
TOTAL	1598 SQUARE FEET



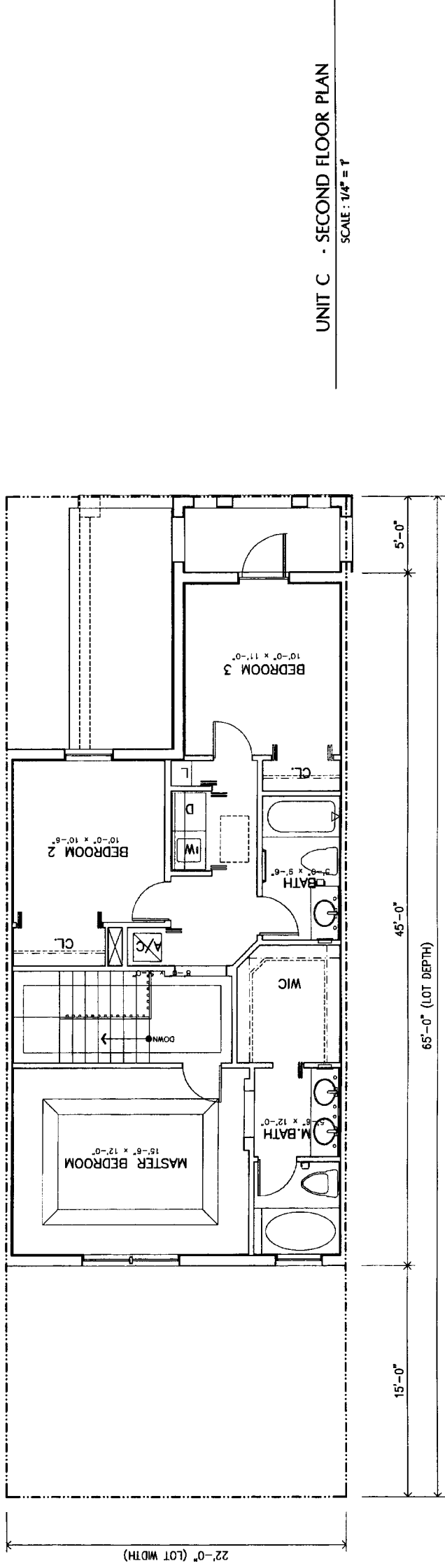
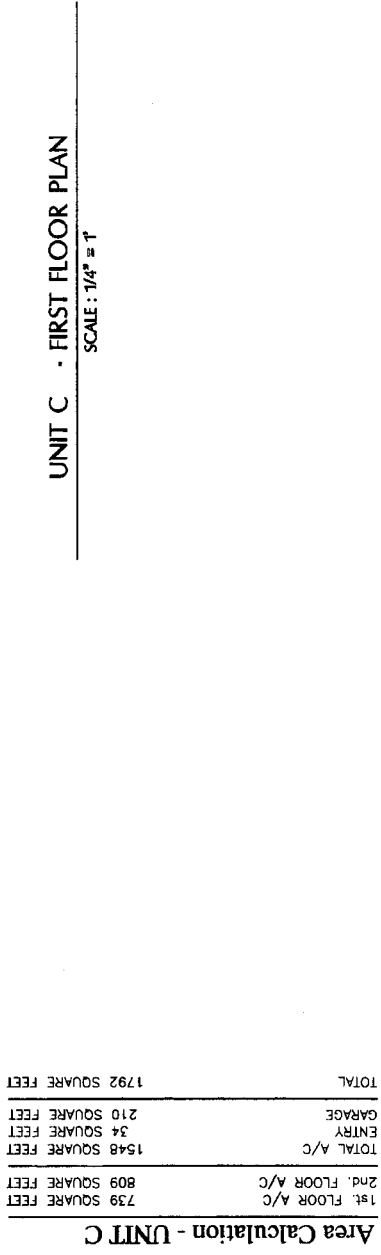
UNIT A - SECOND FLOOR PLAN

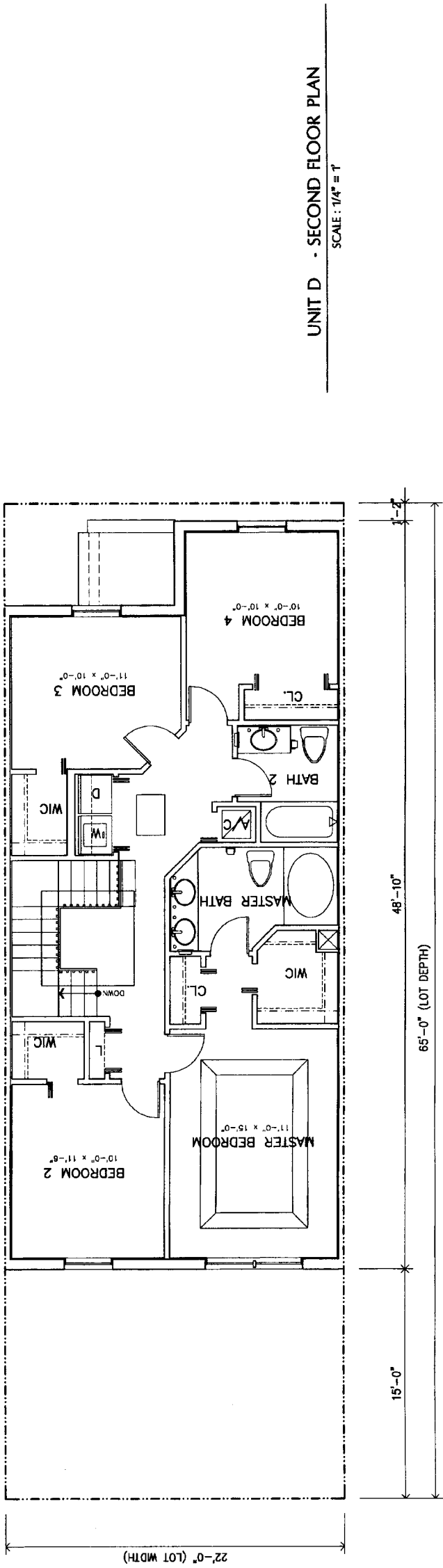
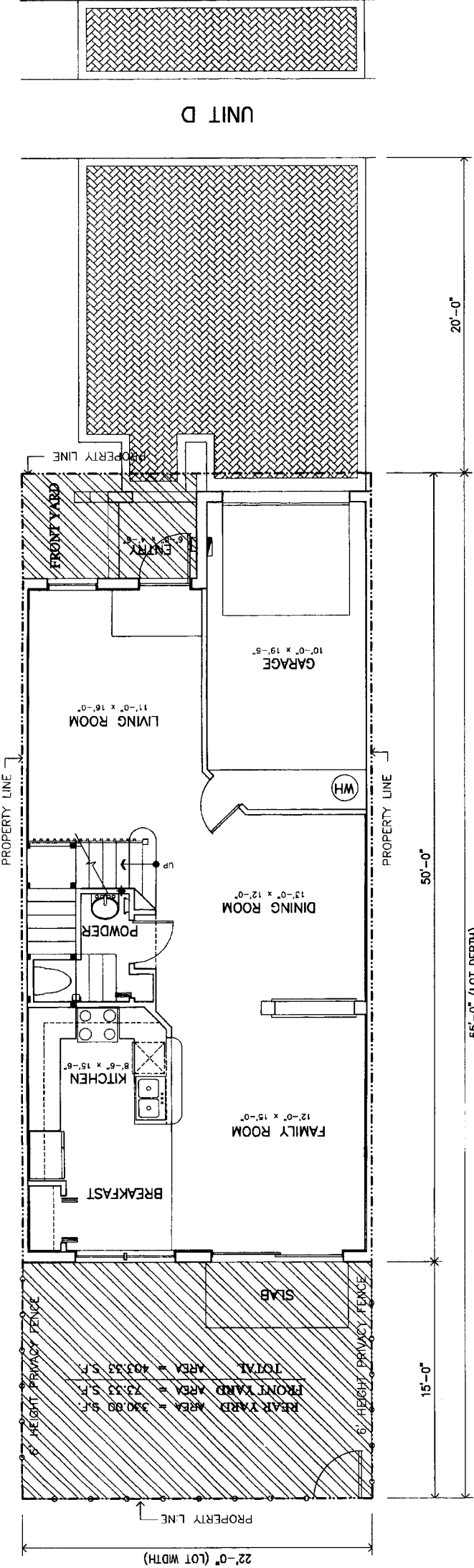
SCALE: 1/4" = 1'

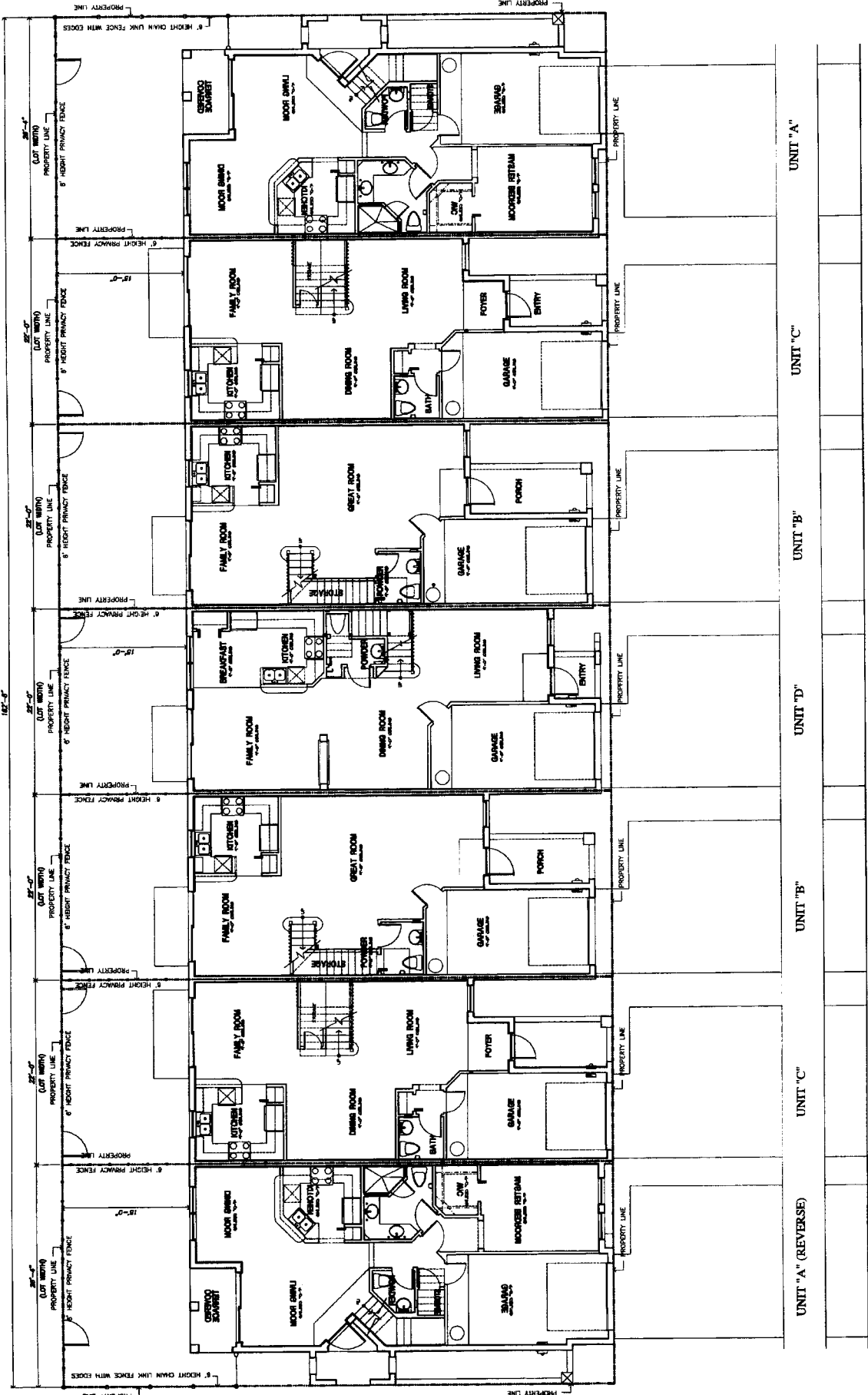


Area Calculation - UNIT B	
1st. FLOOR A/C	653 SQUARE FEET
2nd. FLOOR A/C	781 SQUARE FEET
TOTAL A/C	1434 SQUARE FEET
PORCH	55 SQUARE FEET
GARAGE	212 SQUARE FEET
TOTAL	1701 SQUARE FEET

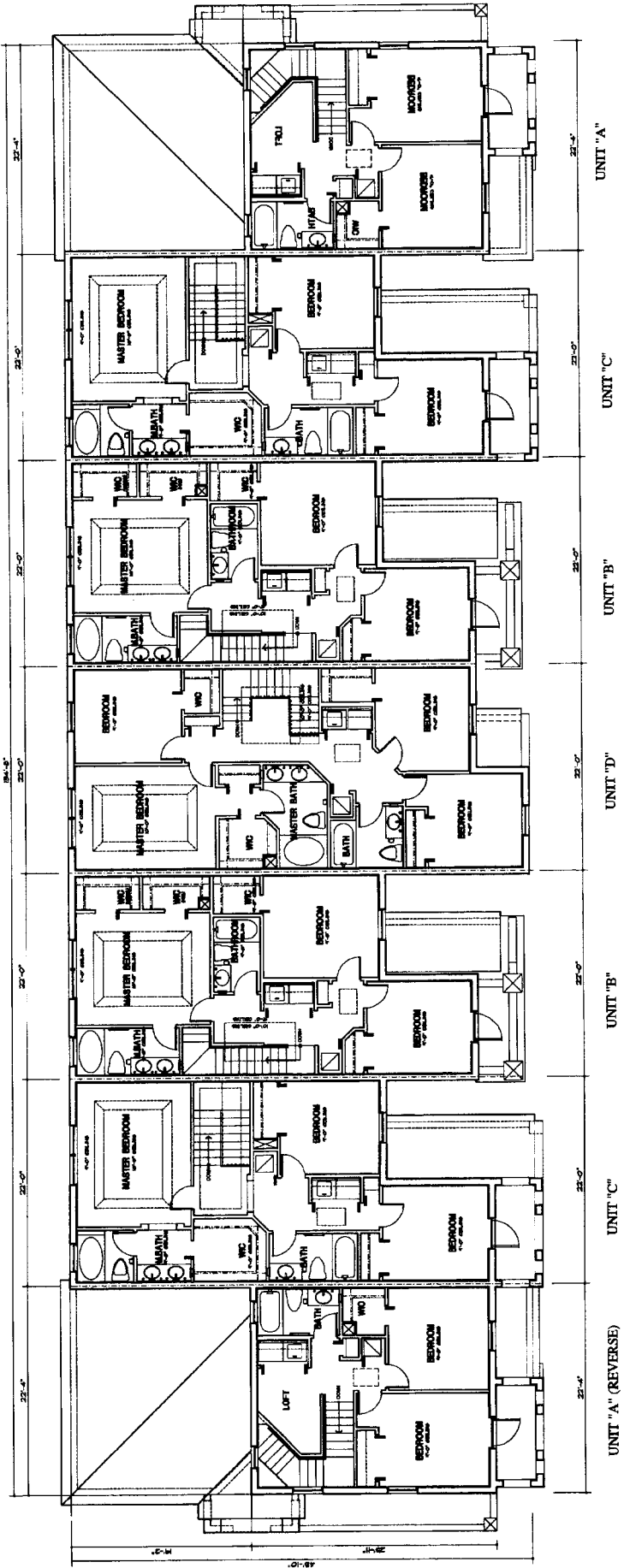








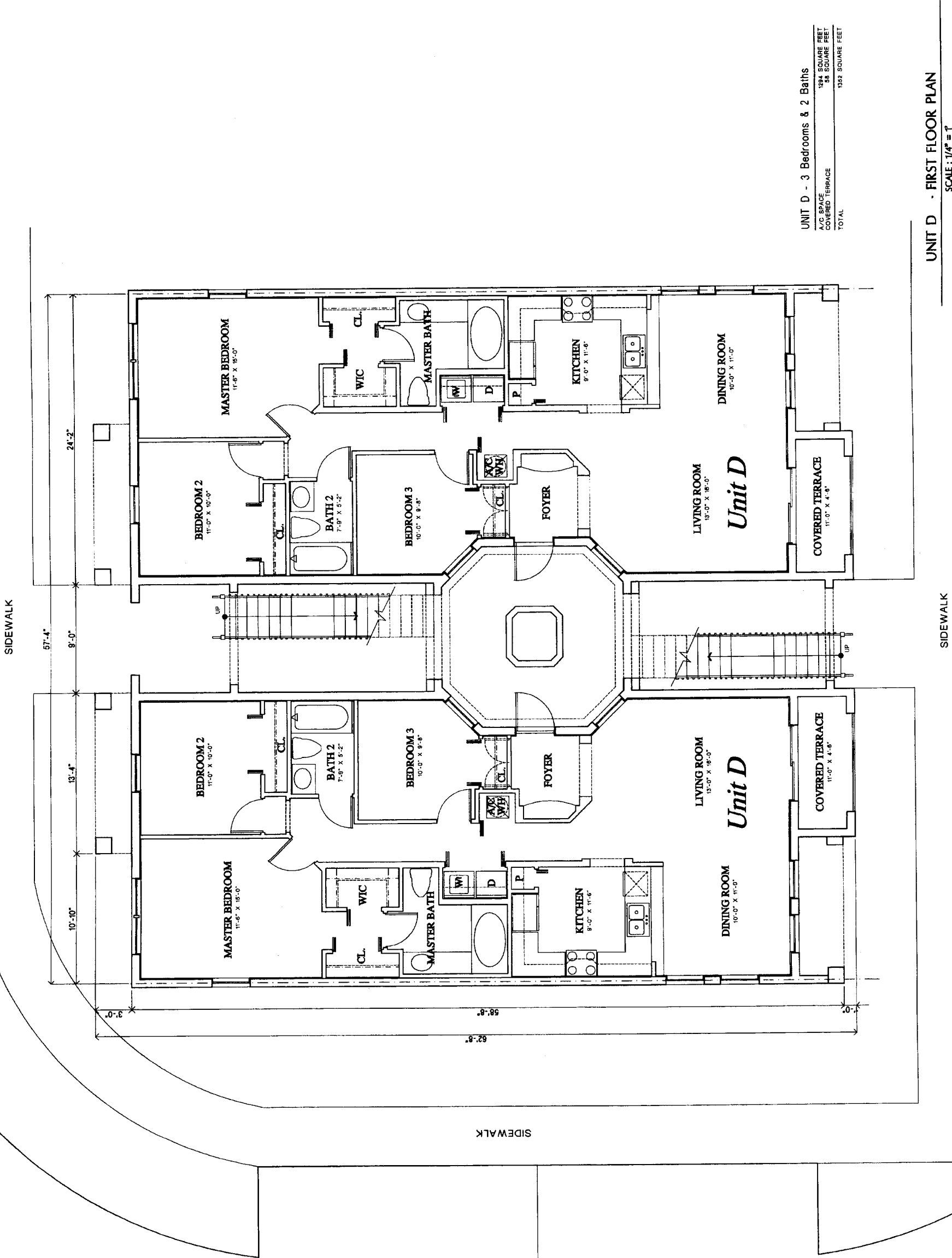
FIRST FLOOR PLAN
SCALE: 1/8" = 1'



SECOND FLOOR PLAN

SCALE : 1/8" = 1'

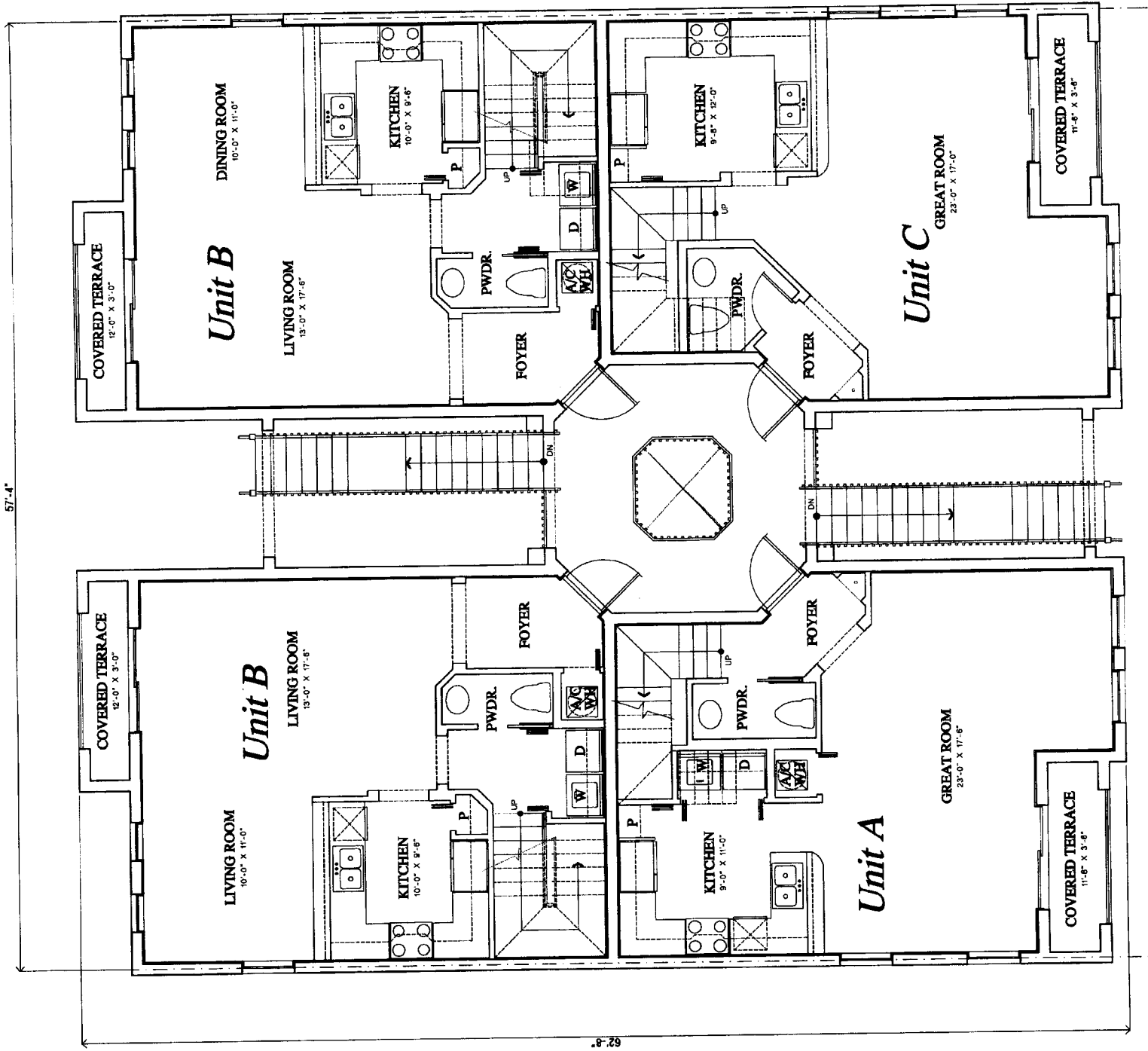
27 TOWNHOMES	
TYPICAL BUILDING	
SECOND FLOOR PLAN	
DATE :	10.10.2006
SCALE :	AS SHOWN
DRAWN :	SP
JOB NO. :	NA



UNIT D - 3 Bedrooms & 2 Baths	
A/C SPACE	1384 SQUARE FEET
COVERED TERRACE	88 SQUARE FEET
TOTAL	1382 SQUARE FEET

UNIT D - FIRST FLOOR PLAN

SCALE : 1/4" = 1'



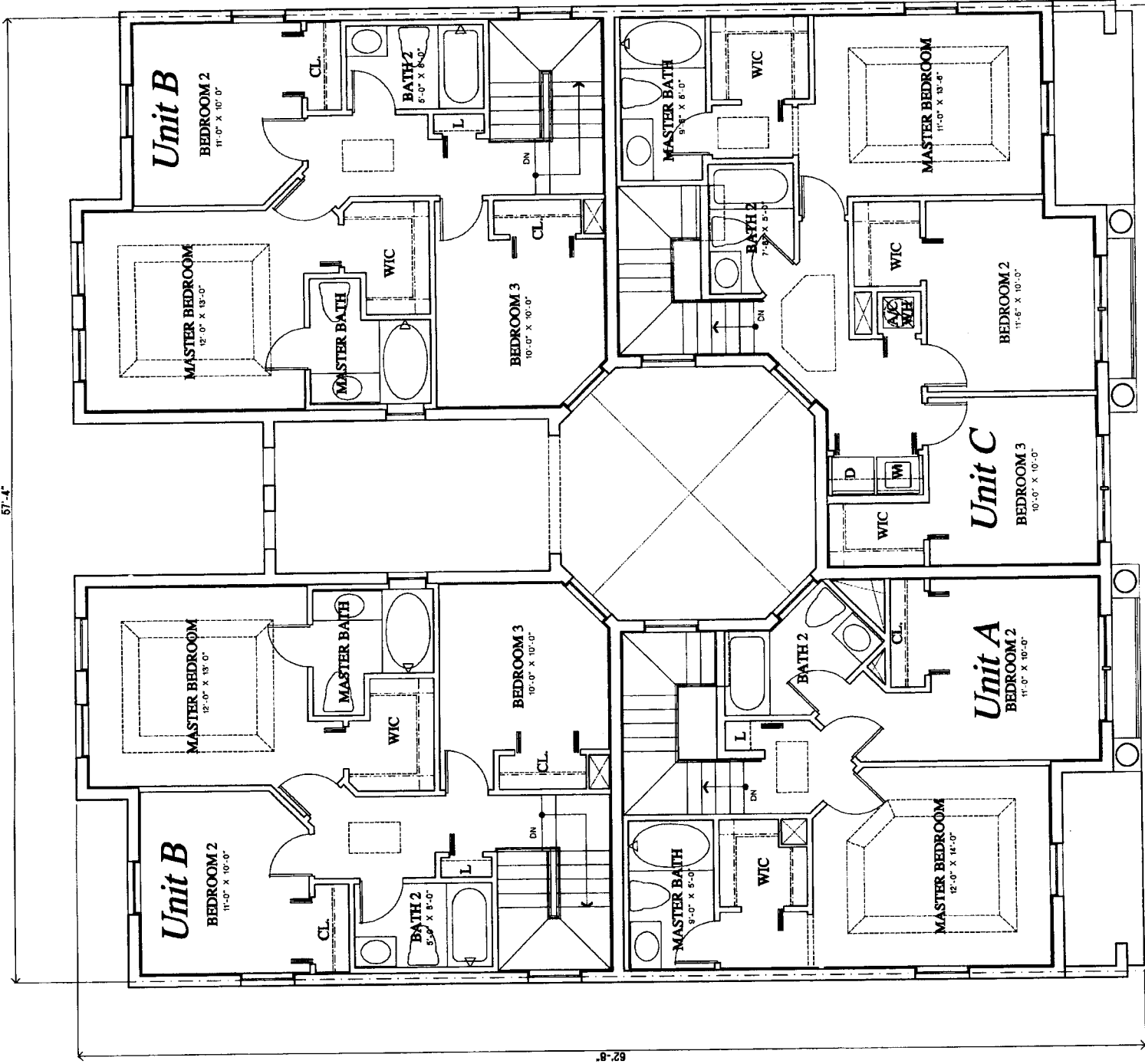
UNIT B - 3 Bedrooms & 2 1/2 Baths		
A/C SPACE	1388 SQUARE FEET	
COVERED TERRACE	40 SQUARE FEET	
TOTAL	1388 SQUARE FEET	

UNIT A, B & C - SECOND FLOOR PLAN

SCALE : 1/4" = 1'

UNIT C - 3 Bedrooms & 2 1/2 Baths		
A/C SPACE	1380 SQUARE FEET	
COVERED TERRACE	40 SQUARE FEET	
TOTAL	1433 SQUARE FEET	

UNIT A - 2 Bedrooms & 2 1/2 Baths		
A/C SPACE	1318 SQUARE FEET	
COVERED TERRACE	43 SQUARE FEET	
TOTAL	1361 SQUARE FEET	



UNIT B - 3 Bedrooms & 2 1/2 Baths			
A/C SPACE	1358 SQUARE FEET		
COVERED TERRACE	40 SQUARE FEET		
TOTAL	1398 SQUARE FEET		

UNIT A, B & C - THIRD FLOOR PLAN

SCALE: 1/4" = 1'

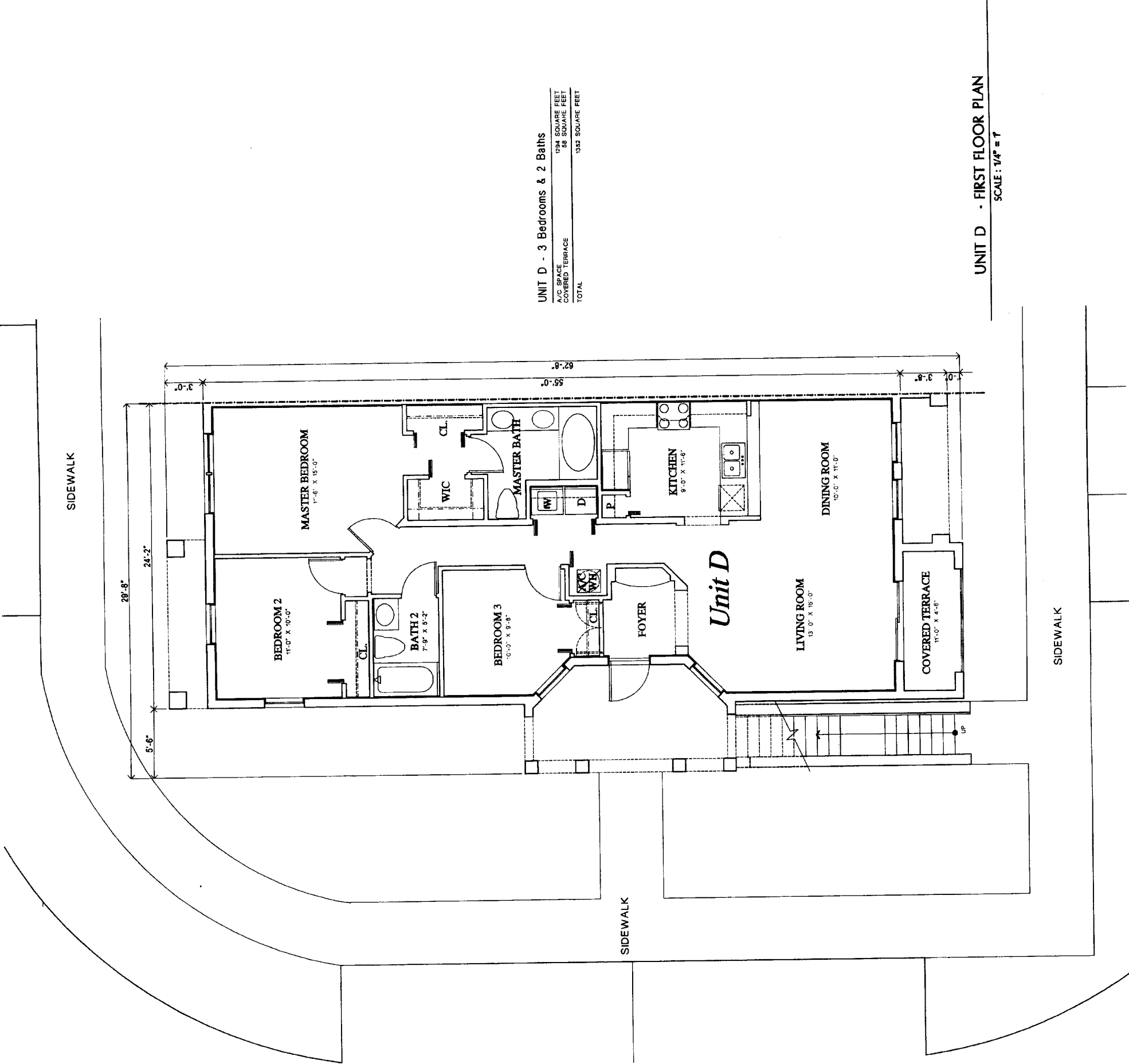
UNIT C - 3 Bedrooms & 2 1/2 Baths			
A/C SPACE	1390 SQUARE FEET		
COVERED TERRACE	43 SQUARE FEET		
TOTAL	1433 SQUARE FEET		

UNIT A - 2 Bedrooms & 2 1/2 Baths			
A/C SPACE	1248 SQUARE FEET		
COVERED TERRACE	43 SQUARE FEET		
TOTAL	1291 SQUARE FEET		

END CONDITION UNITS

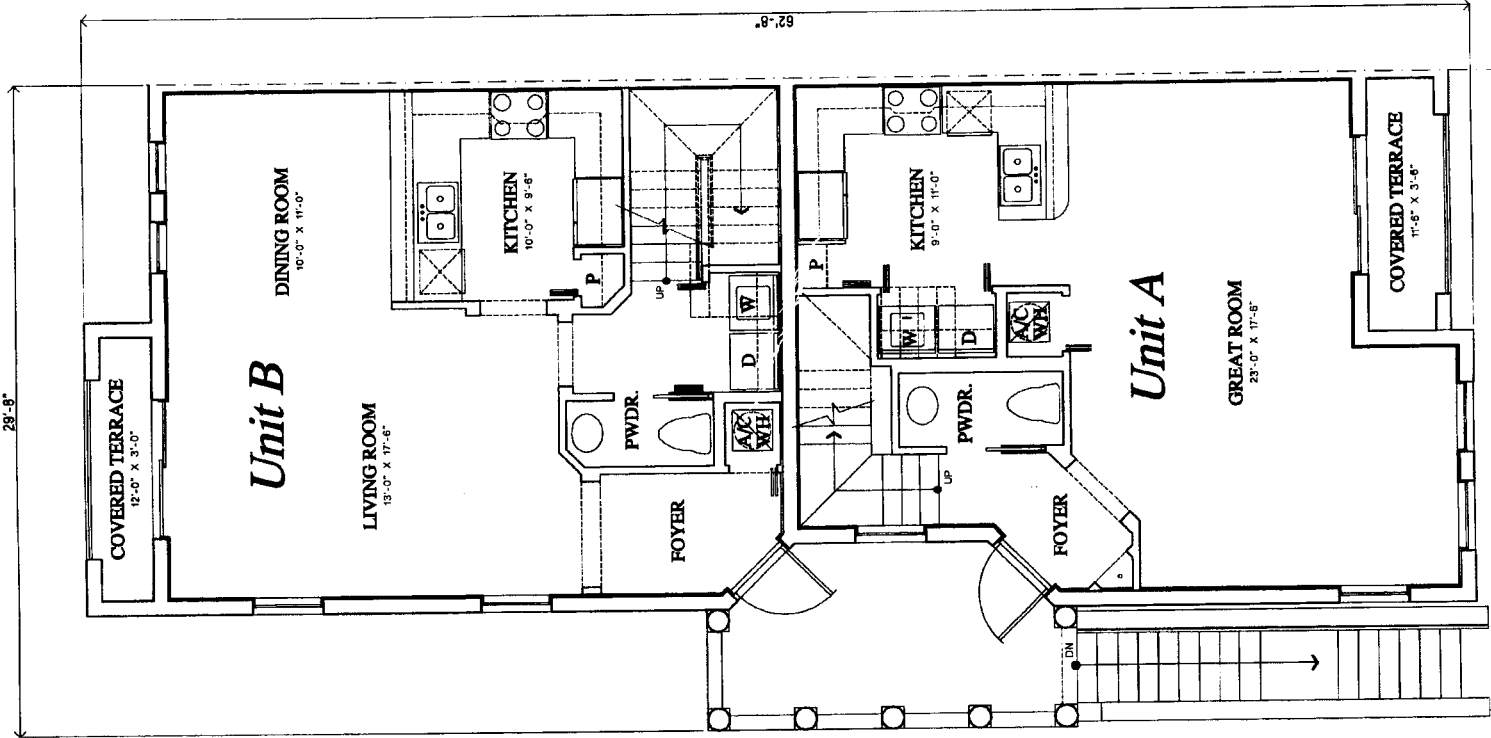
FIRST FLOOR PLAN

DATE :	10.10.2006
SCALE :	AS SHOWN
DRAWN :	SP
JOB NO. :	NA



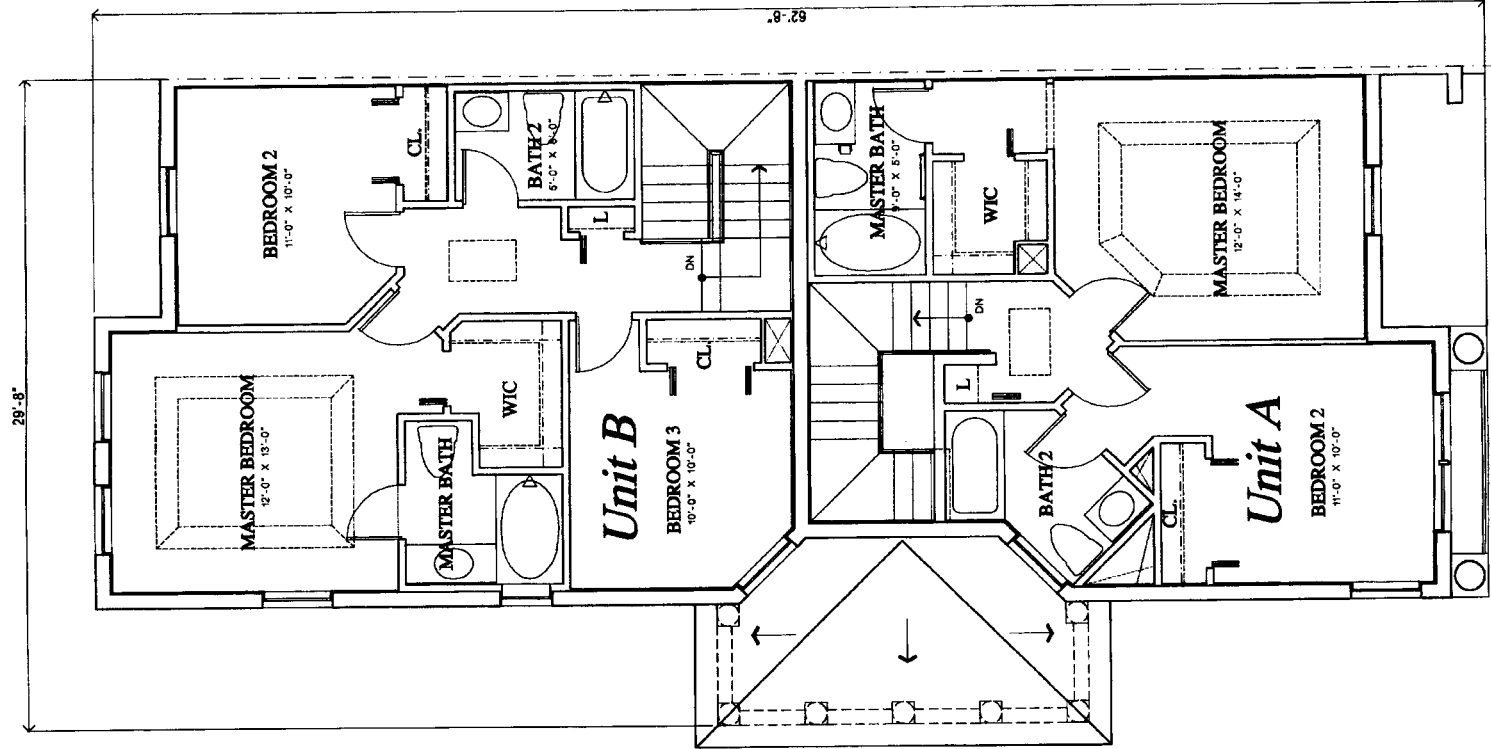
UNIT D - FIRST FLOOR PLAN

SCALE : 1/4" = 1'



UNIT A & B - SECOND FLOOR PLAN

SCALE: 1/4" = 1'



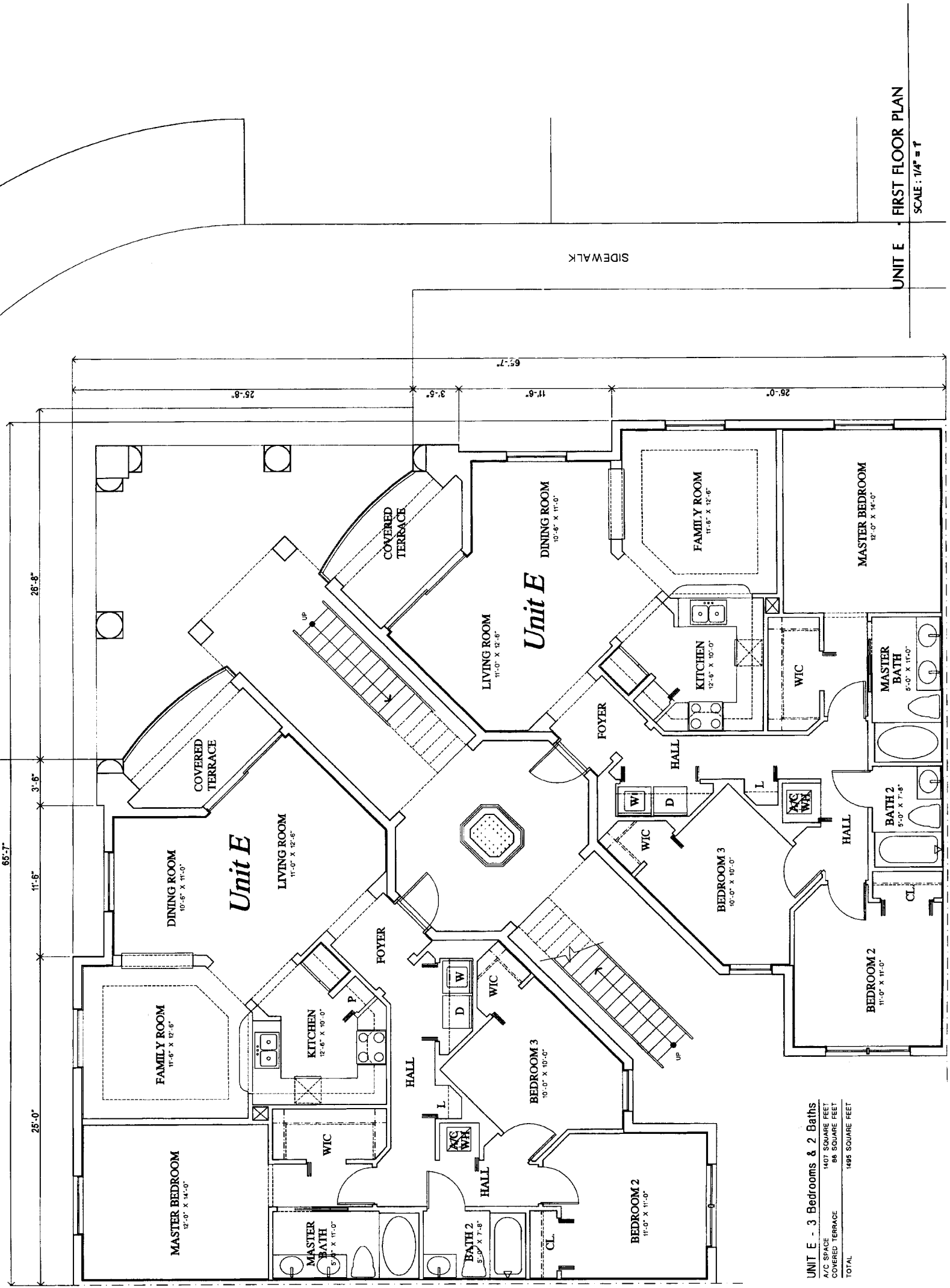
UNIT A & B - THIRD FLOOR PLAN

SCALE: 1/4" = 1'

UNIT B - 3 Bedrooms & 2 1/2 Baths	
A/C SPACE	1316 SQUARE FEET
COVERED TERRACE	43 SQUARE FEET
TOTAL	1359 SQUARE FEET

UNIT A - 2 Bedrooms & 2 1/2 Baths	
A/C SPACE	1216 SQUARE FEET
COVERED TERRACE	43 SQUARE FEET
TOTAL	1261 SQUARE FEET

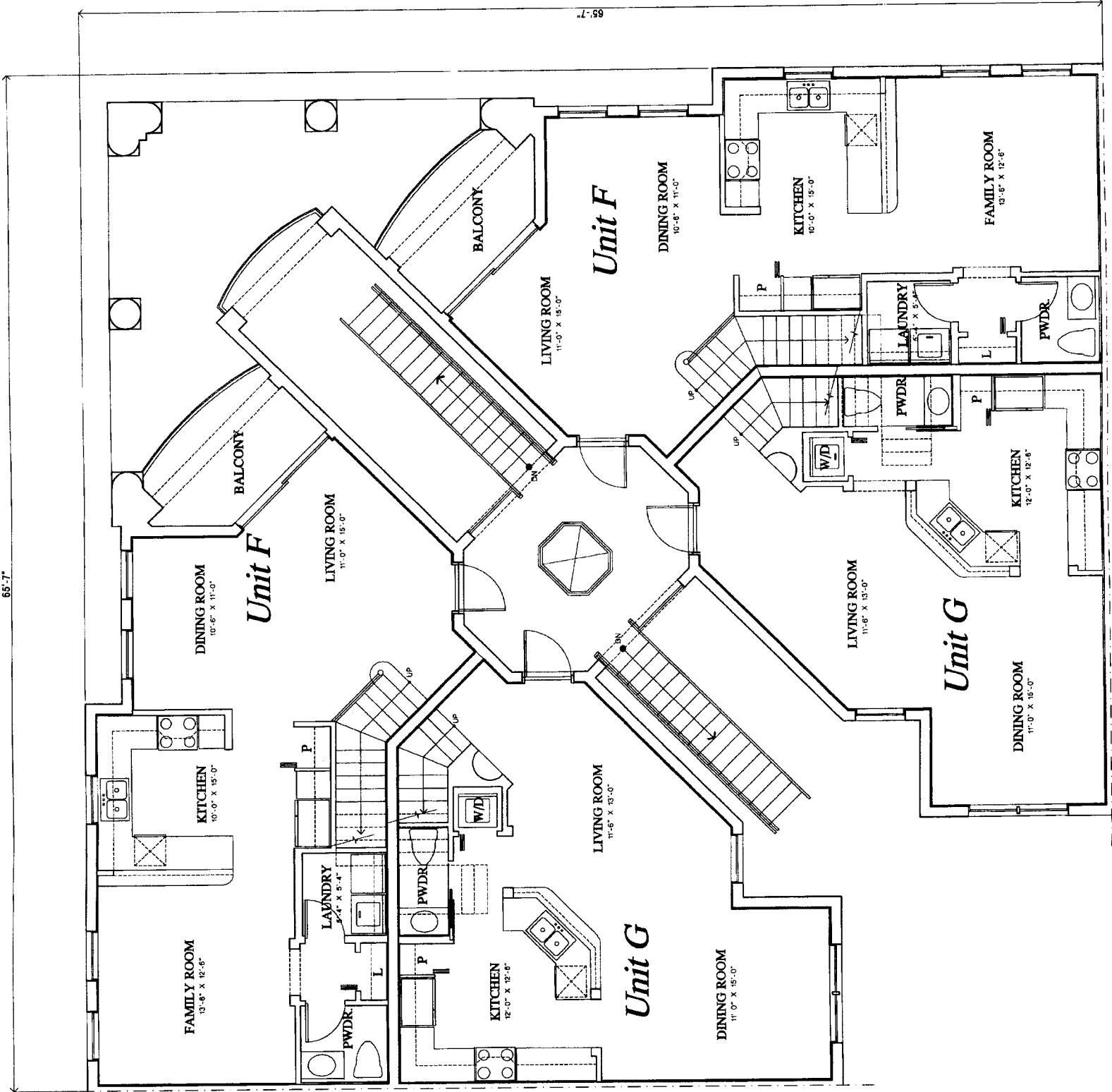
SIDEWALK



UNIT E - 3 Bedrooms & 2 Baths		
A/C SPACE	1407 SQUARE FEET	
COVERED TERRACE	88 SQUARE FEET	
TOTAL	1495 SQUARE FEET	

UNIT E FIRST FLOOR PLAN
SCALE: 1/4" = 1'

CORNER UNITS	
SECOND FLOOR PLAN	
DATE:	10.10.2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA

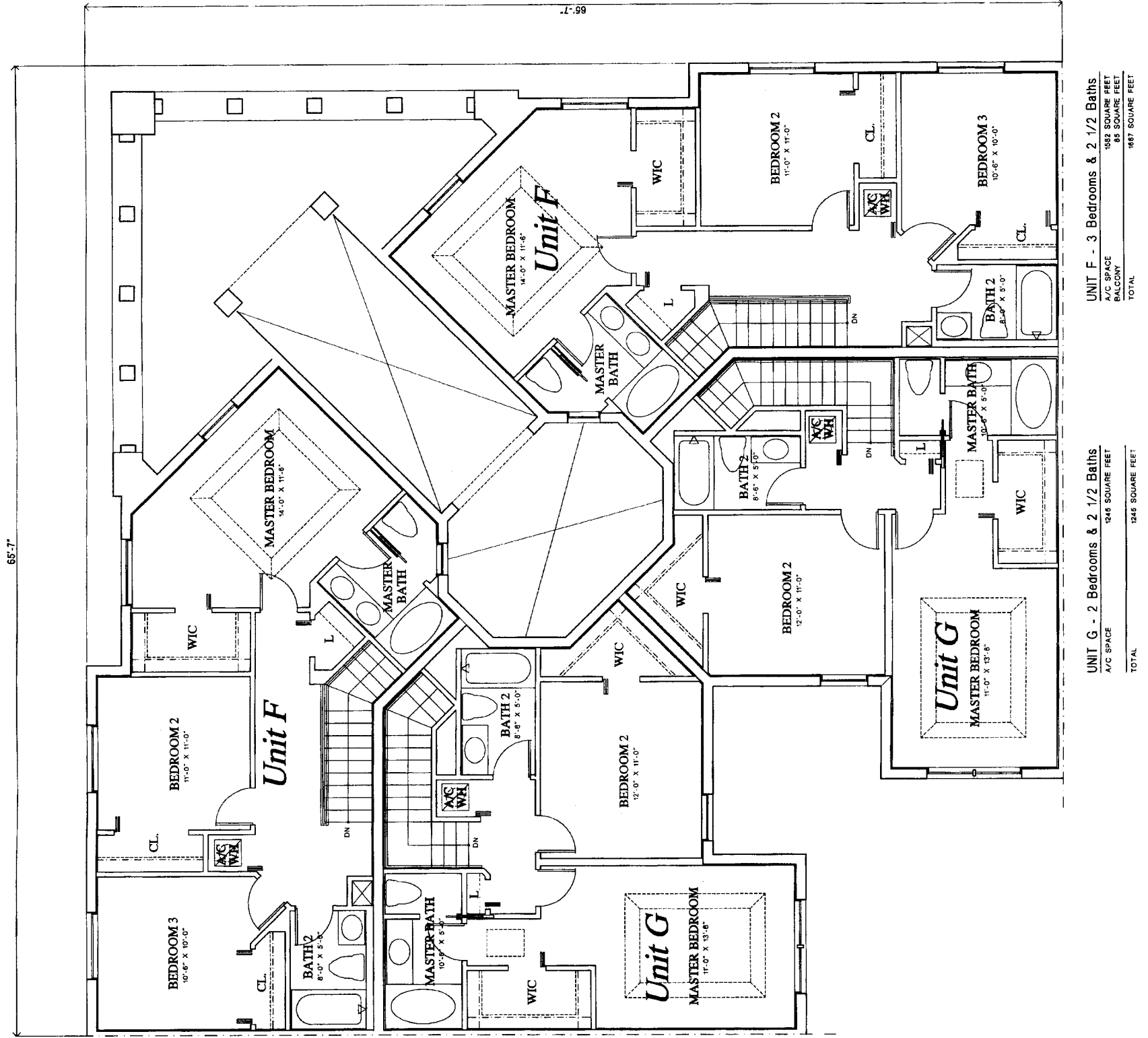


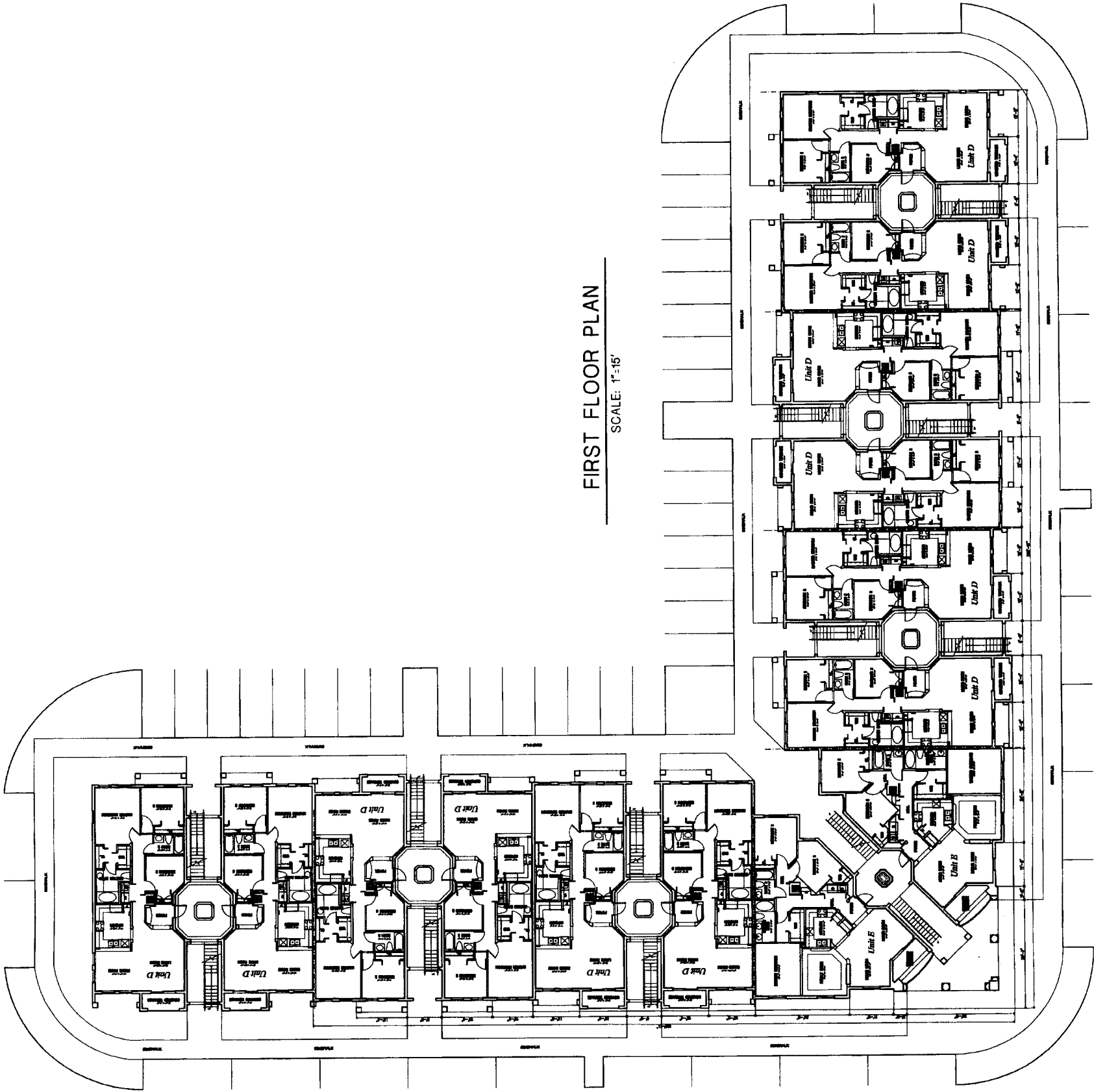
UNIT F & G - SECOND FLOOR PLAN

SCALE: 1/4" = 1'

UNIT F - 3 Bedrooms & 2 1/2 Baths	
A/C SPACE	1583 SQUARE FEET
BALCONY	85 SQUARE FEET
TOTAL	1667 SQUARE FEET

UNIT G - 2 Bedrooms & 2 1/2 Baths	
A/C SPACE	1245 SQUARE FEET
TOTAL	1245 SQUARE FEET

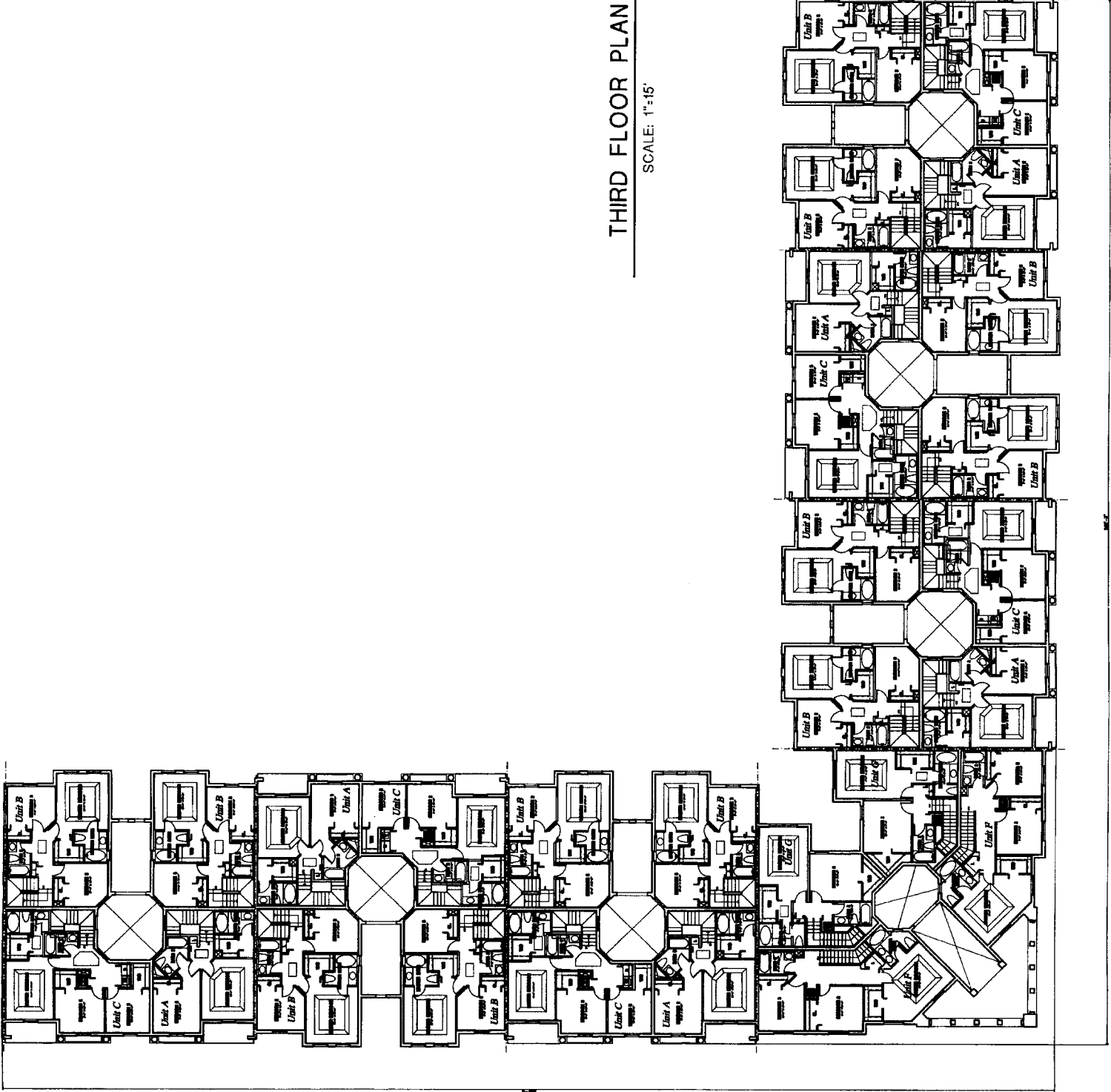


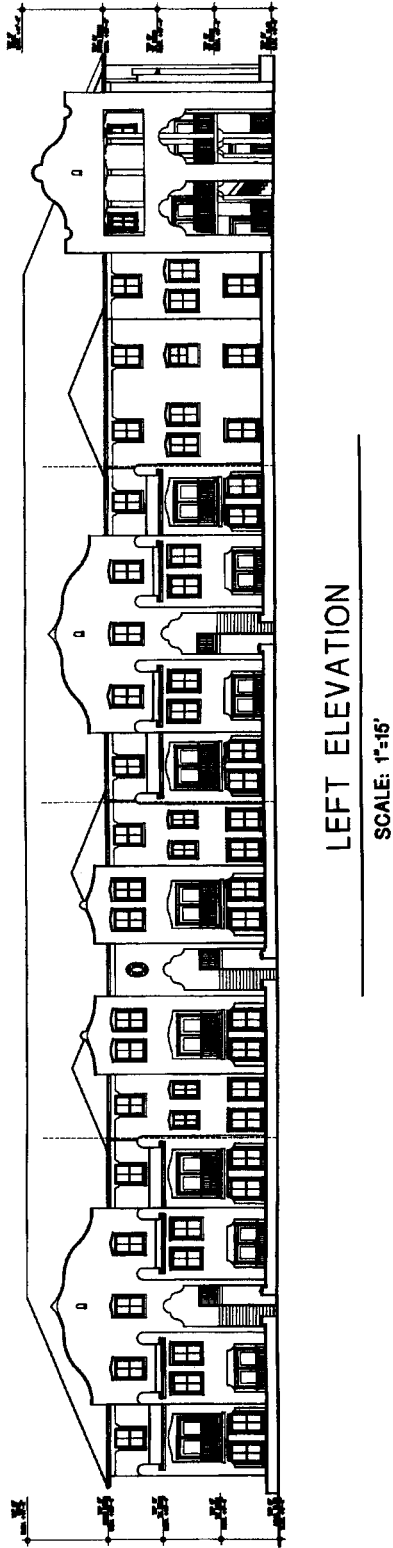


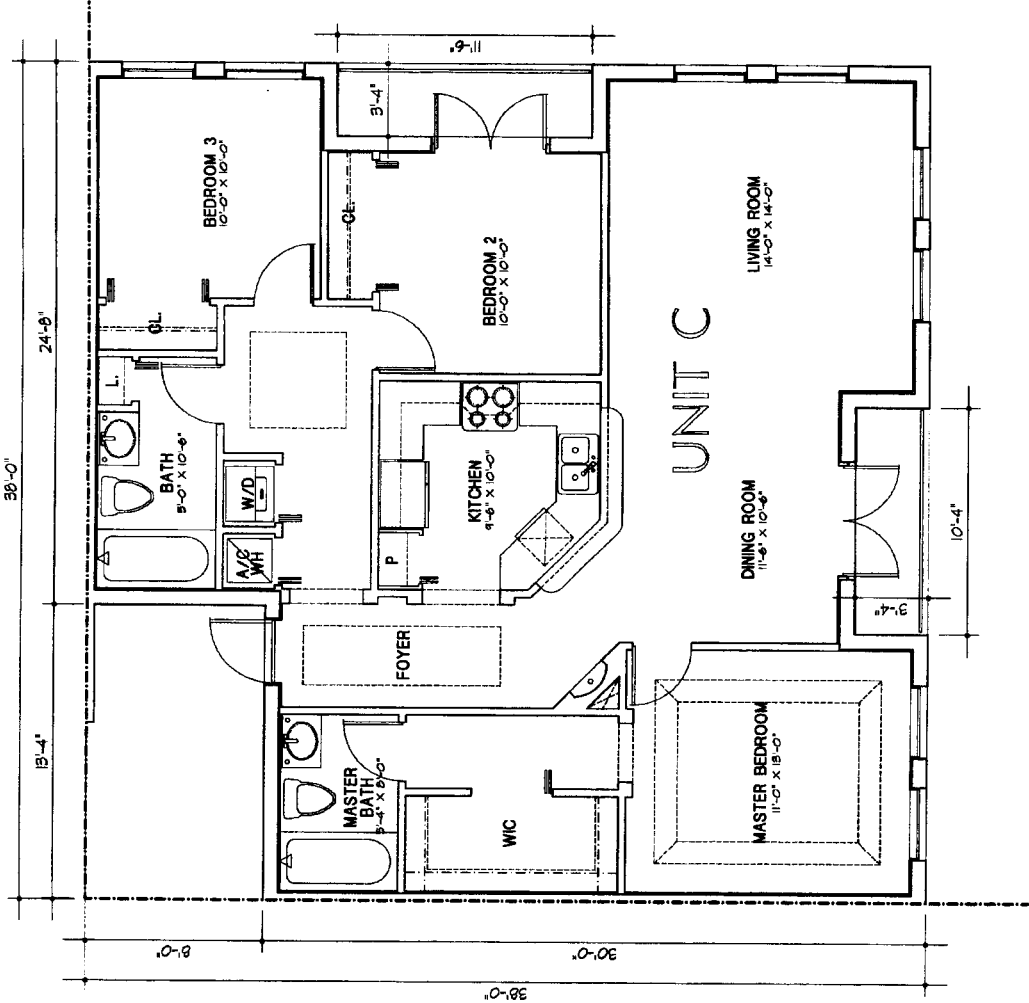
FIRST FLOOR PLAN

SCALE: 1"=15'

TYPICAL BUILDING	
FIRST FLOOR PLAN	
DATE:	10.10.2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA





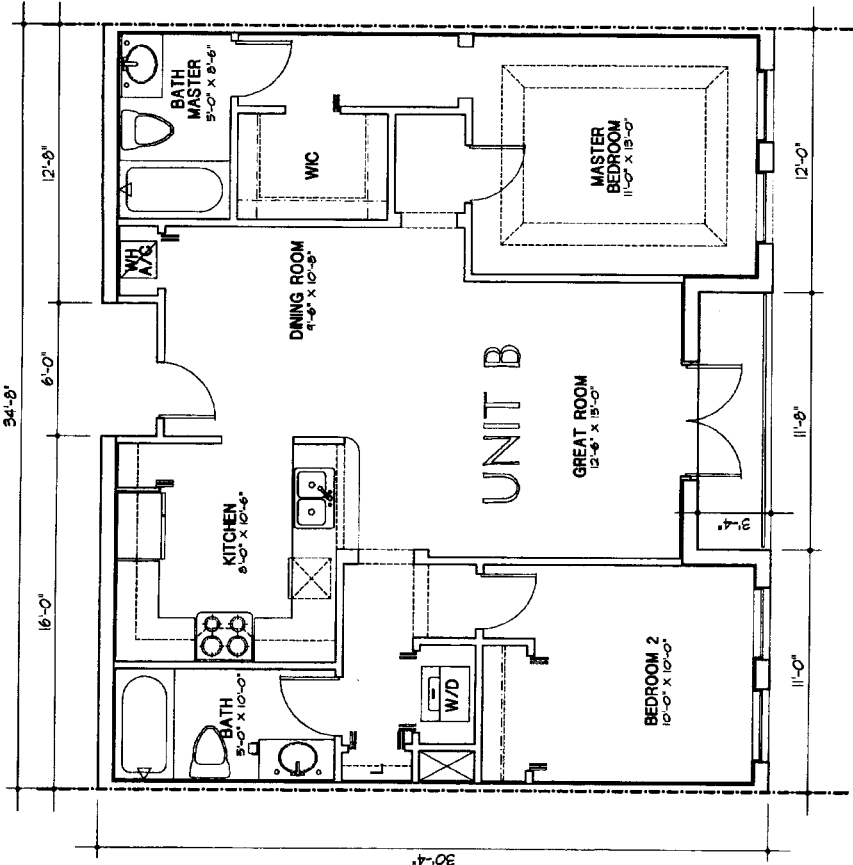


Area Calculation (UNIT C)

TOTAL A/C SPACE	1264 SQUARE FEET
BALCONY	14 SQUARE FEET
TOTAL	1338 SQUARE FEET

UNIT C

SCALE: 1/4" = 1'-0"

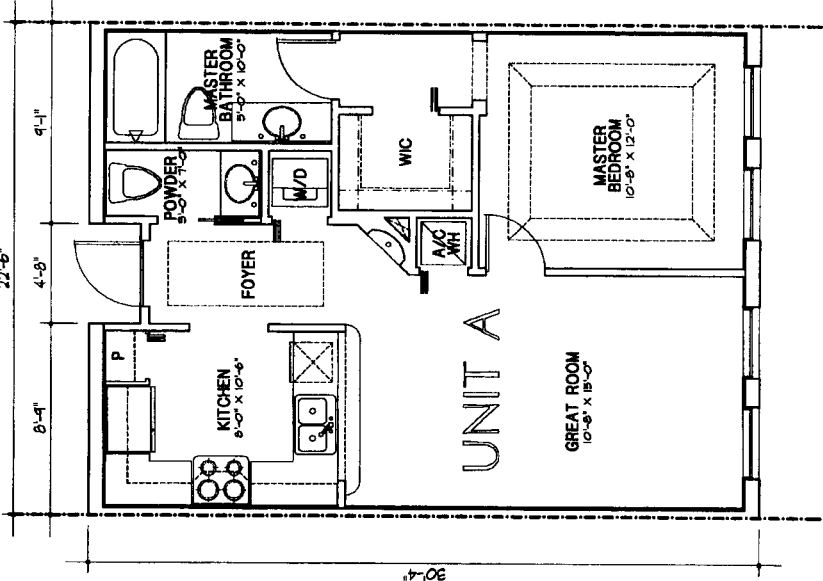


Area Calculation (UNIT B)

TOTAL A/C SPACE	998 SQUARE FEET
BALCONY	40 SQUARE FEET
TOTAL	1038 SQUARE FEET

UNIT B

SCALE: 1/4" = 1'-0"

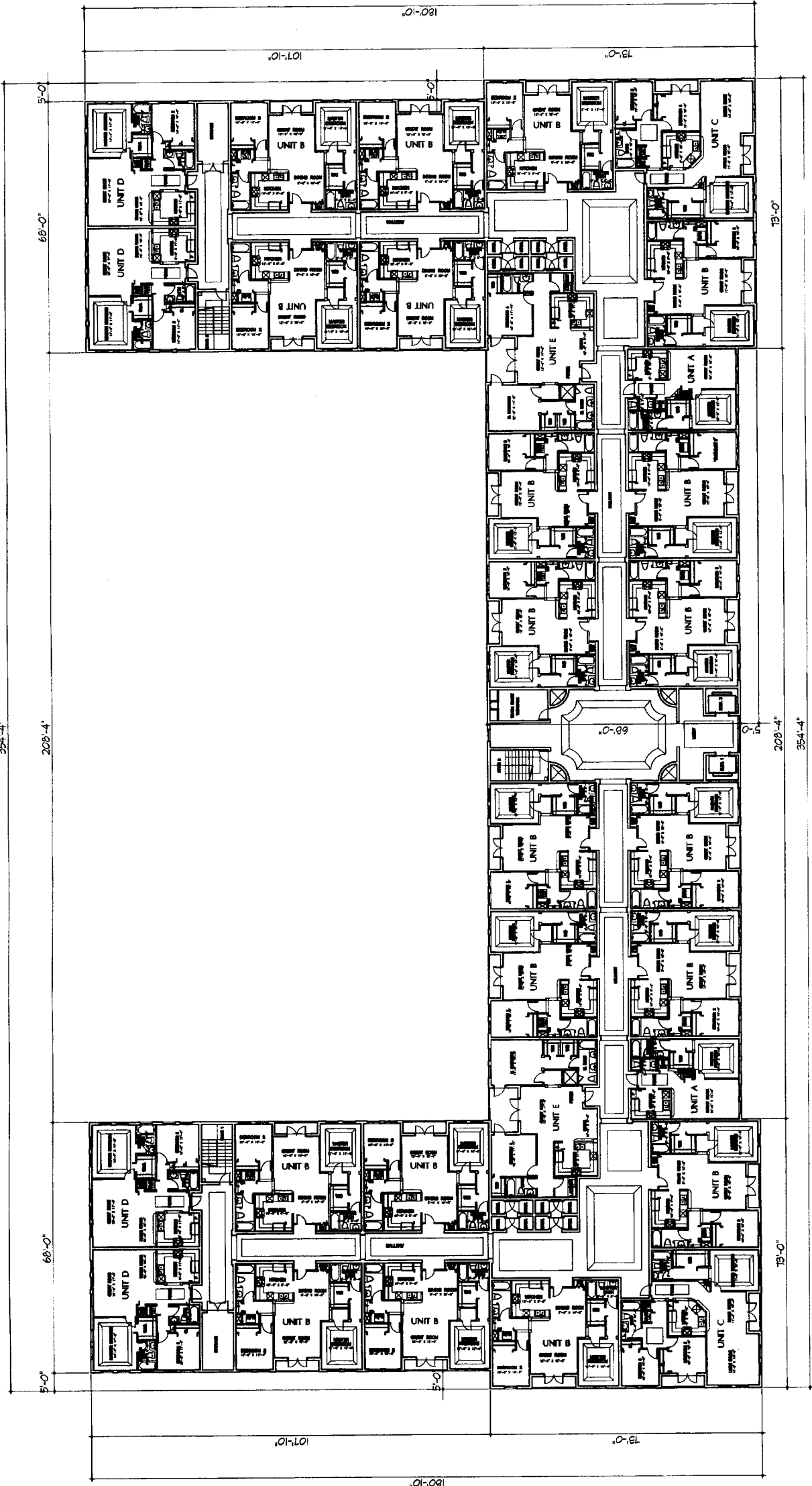


Area Calculation (UNIT A)

TOTAL A/C SPACE	672 SQUARE FEET
TOTAL	672 SQUARE FEET

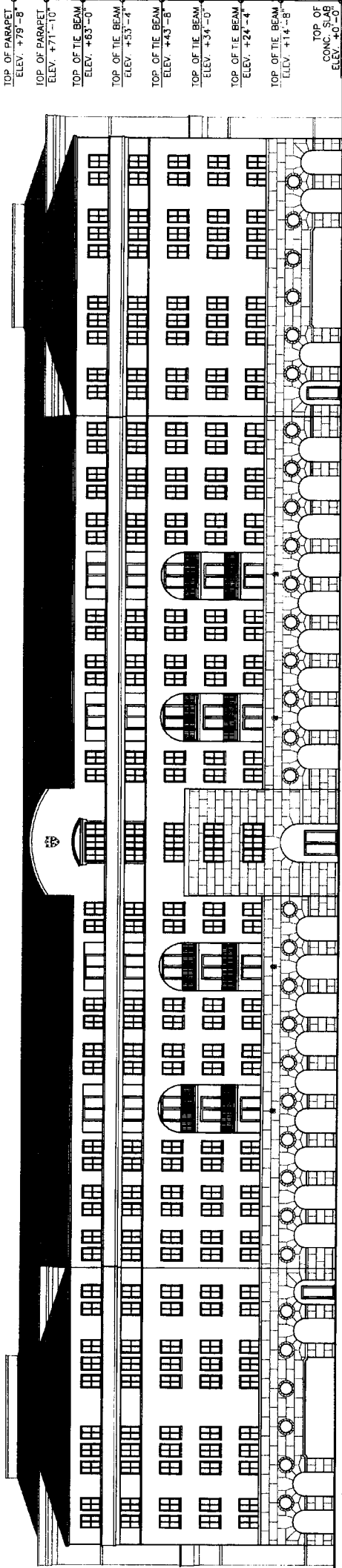
UNIT A

SCALE: 1/4" = 1'-0"



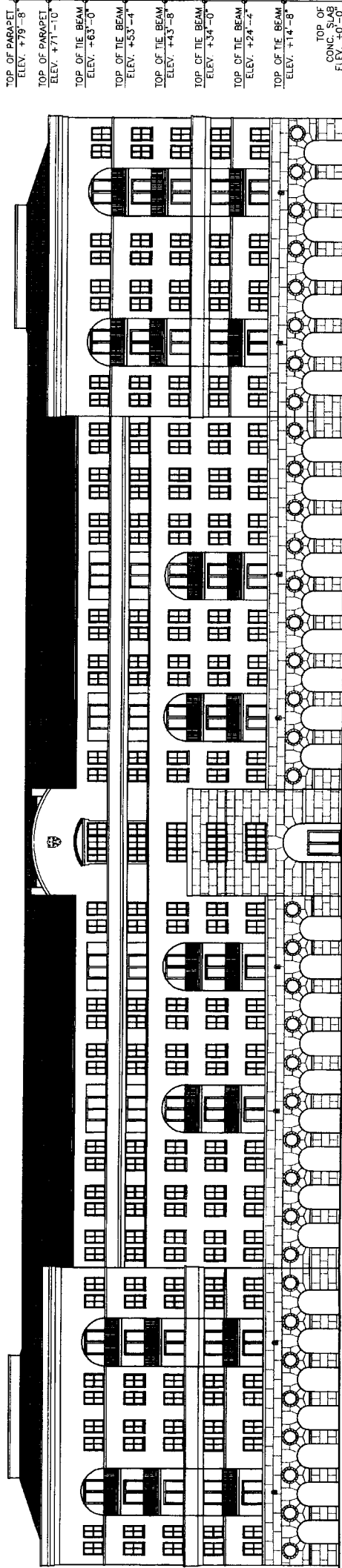
TYPICAL BUILDING PLAN (FLOORS 2-5)

SCALE: 1/16" = 1'-0"



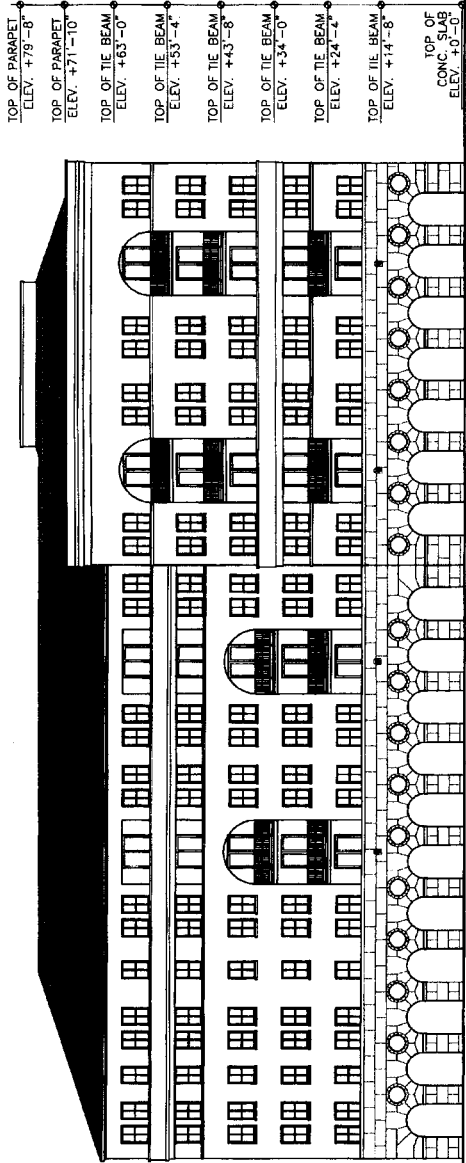
REAR ELEVATION

SCALE: 1/16" = 1'-0"



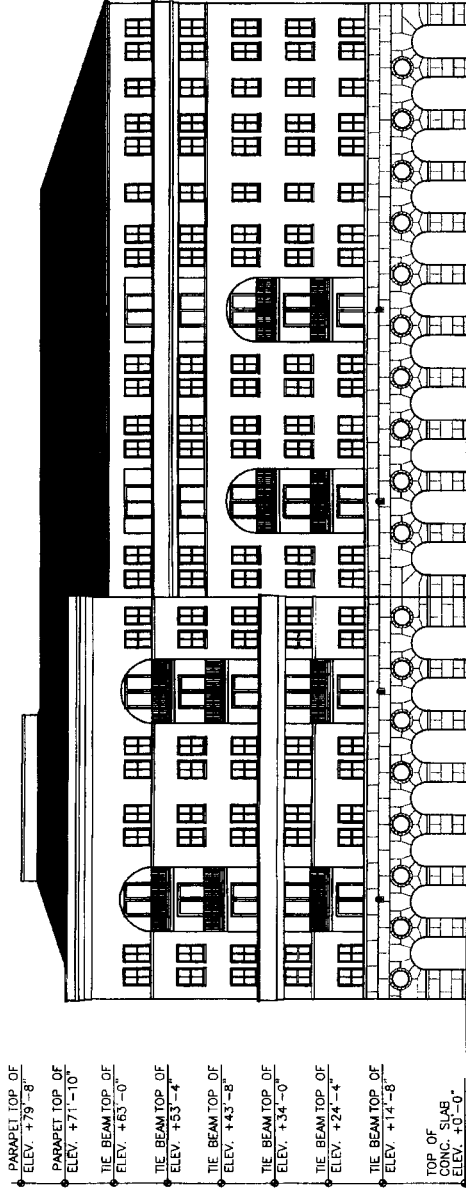
FRONT ELEVATION

SCALE: 1/16" = 1'-0"



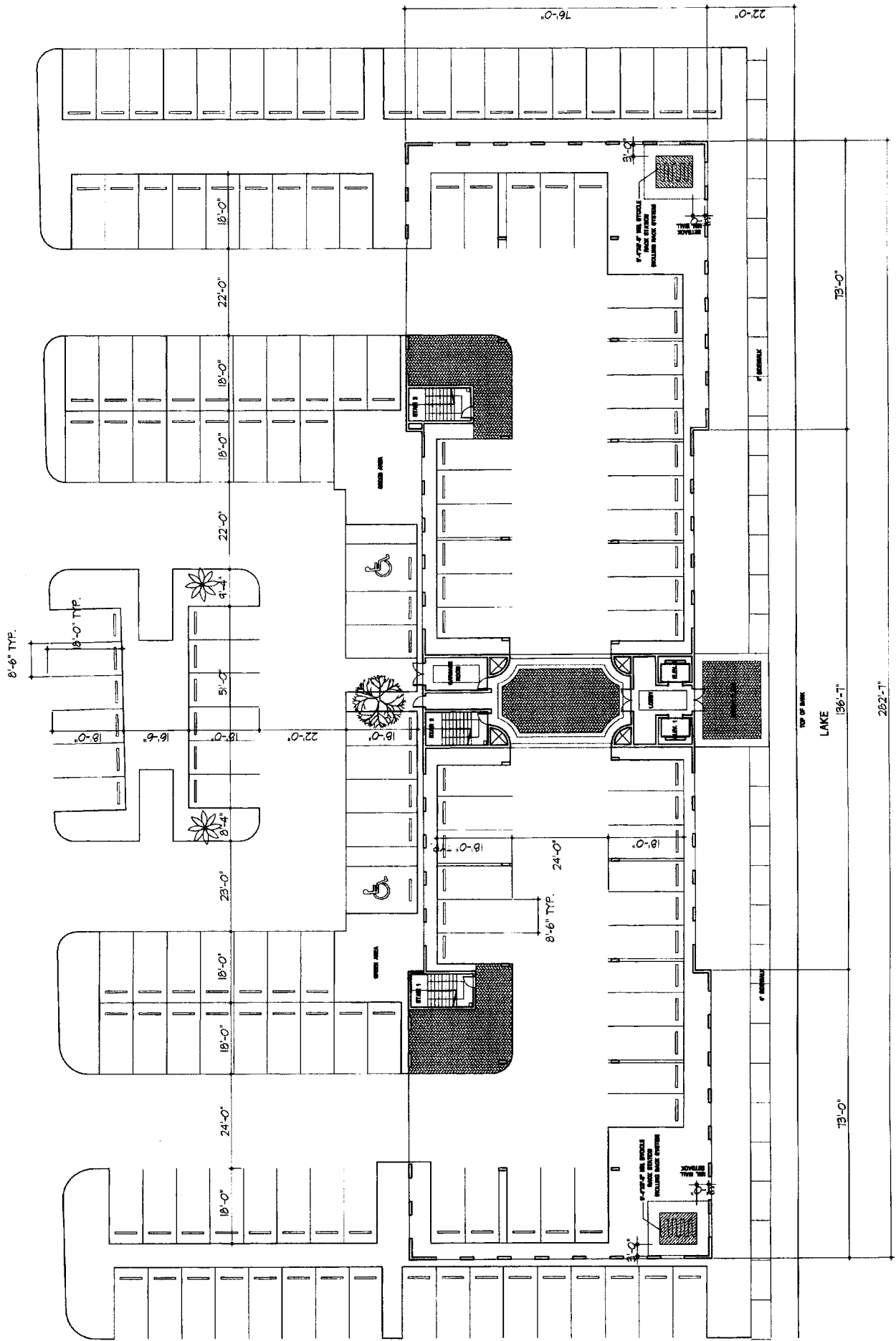
LEFT SIDE ELEVATION

SCALE: 1/16" = 1'-0"



RIGHT SIDE ELEVATION

SCALE: 1/16" = 1'-0"



TYPICAL GROUND FLOOR PLAN

SCALE: 1/16" = 1'-0"

PASCUAL PEREZ
KILIDDJIAN & ASSOCIATES
ARCHITECTS, PLANNERS
CERTIFICATE NO.: AA 002291
EDUARDO PEREZ, AA
LICENSE NO.: AA 002594
MARIO P. PASCUAL, AA
LICENSE NO.: AA 000854
VILLAGE AT BEACON CENTER
8321 NORTHWEST 12 STREET
SUITE NO.: 104
MIAMI, FLORIDA 33176
TELEPHONE: (305) 592-1363
FACSIMILE: (305) 592-6865
www.pascualperezarchitect.com
REVISED:
1- Nov. / 14 / 2006

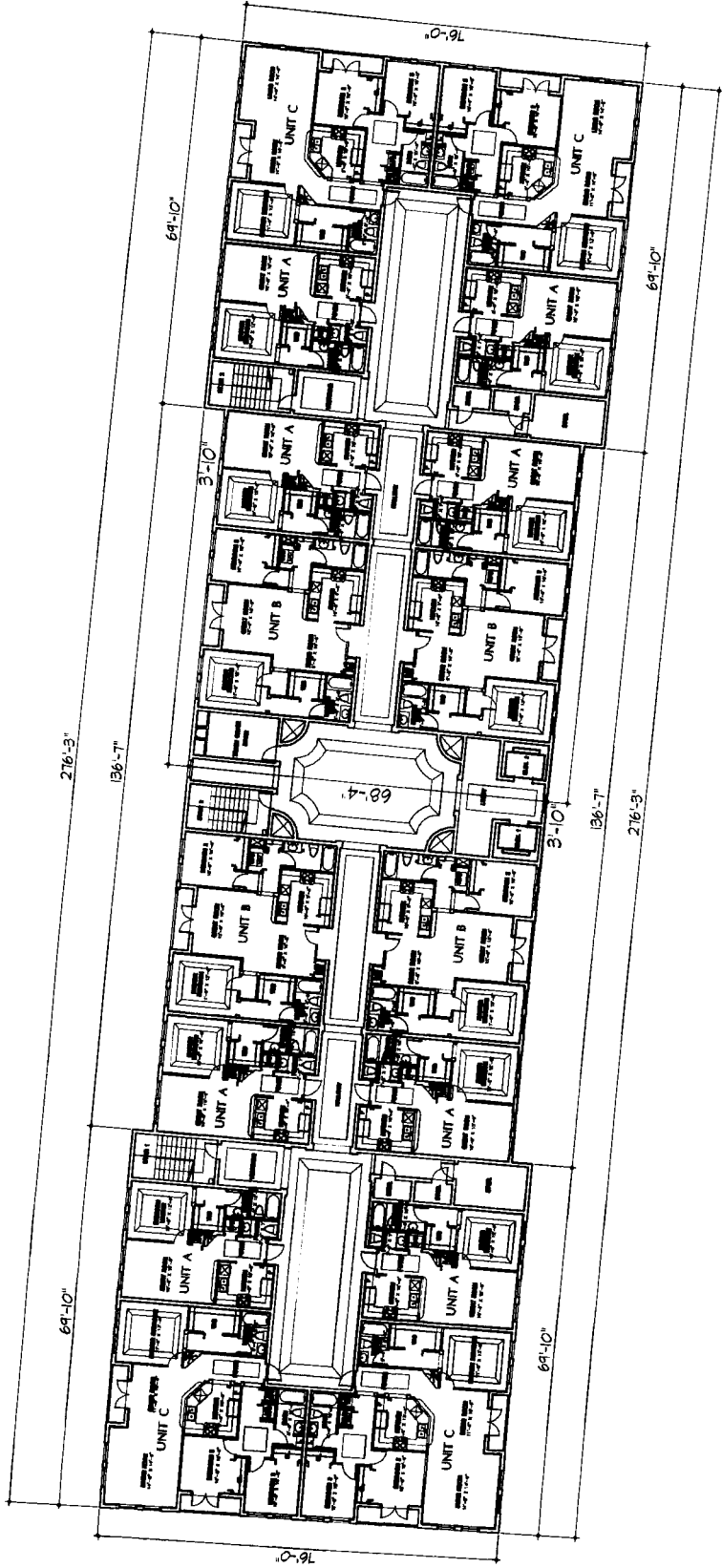
DORAL BREEZE
BY
CENTURY HOMEBUILDERS, INC.
CITY OF DORAL, FLORIDA

MIDRISE CONDOS
(5 STORIES OVER PARKING)
TYPICAL BUILDING

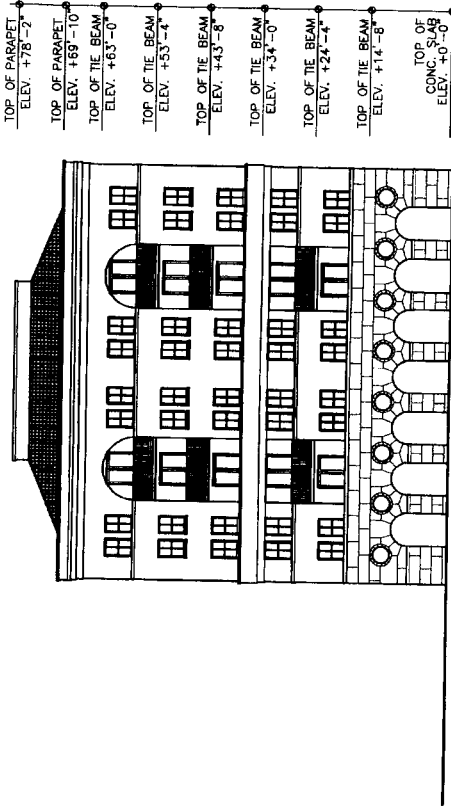
TYPICAL FLOOR PLAN	
DATE:	10.10.2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA

A-35

SHEET NO.:

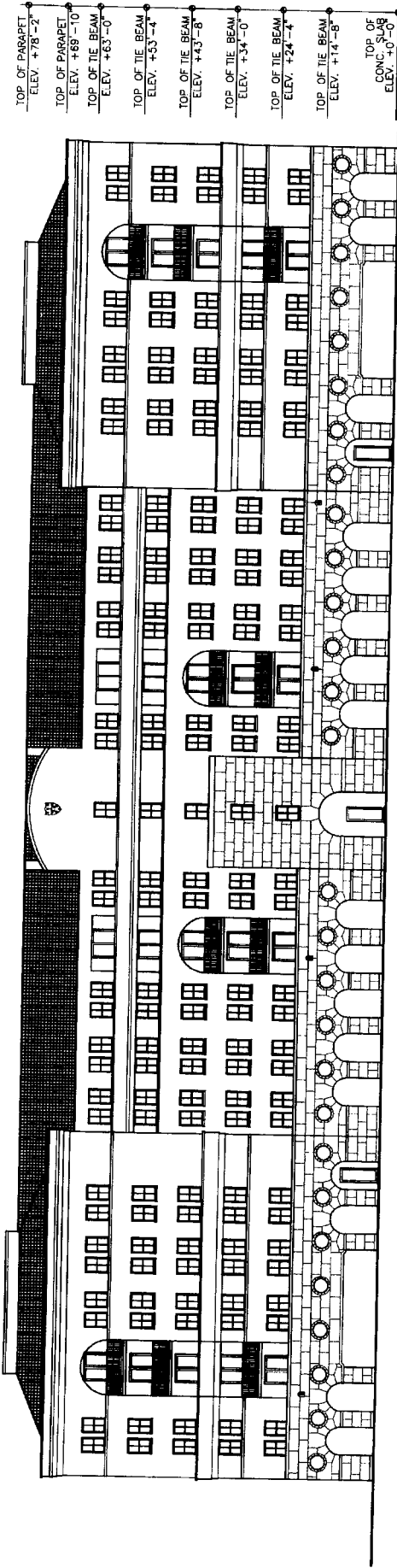


TYPICAL BUILDING PLAN (FLOORS 2-5)
SCALE: 1/16" = 1'-0"



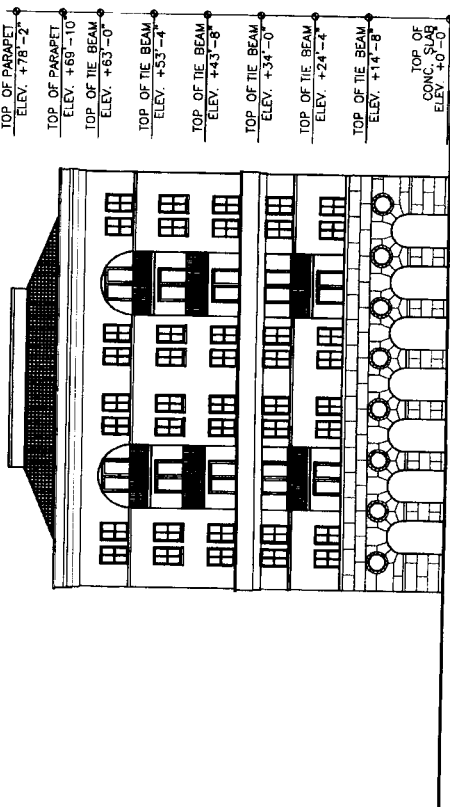
RIGHT SIDE ELEVATION

SCALE: 1/16" = 1'-0"



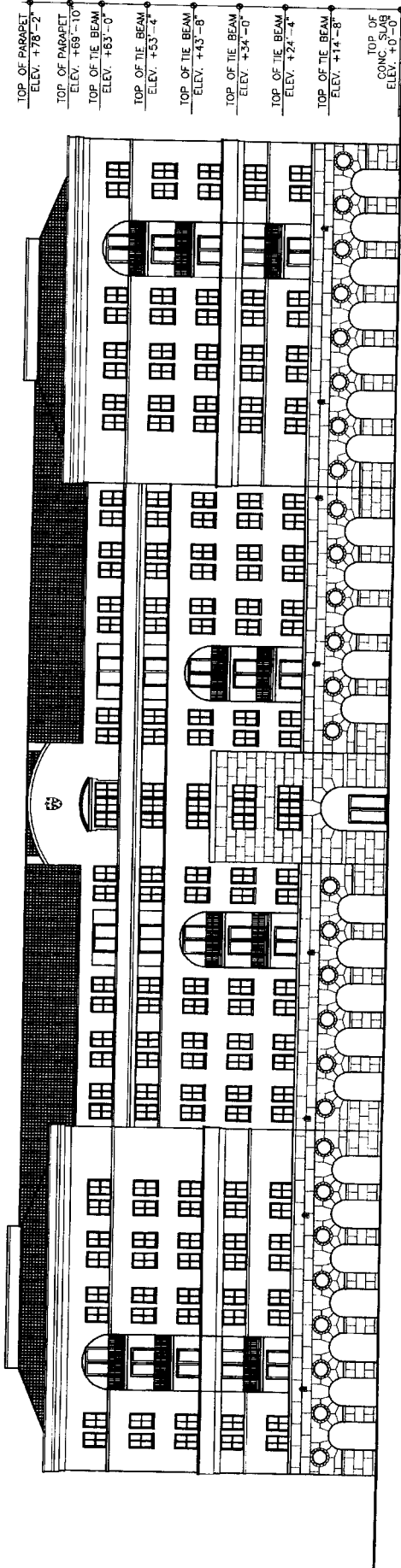
REAR ELEVATION

SCALE: 1/16" = 1'-0"



LEFT SIDE ELEVATION

SCALE: 1/16" = 1'-0"



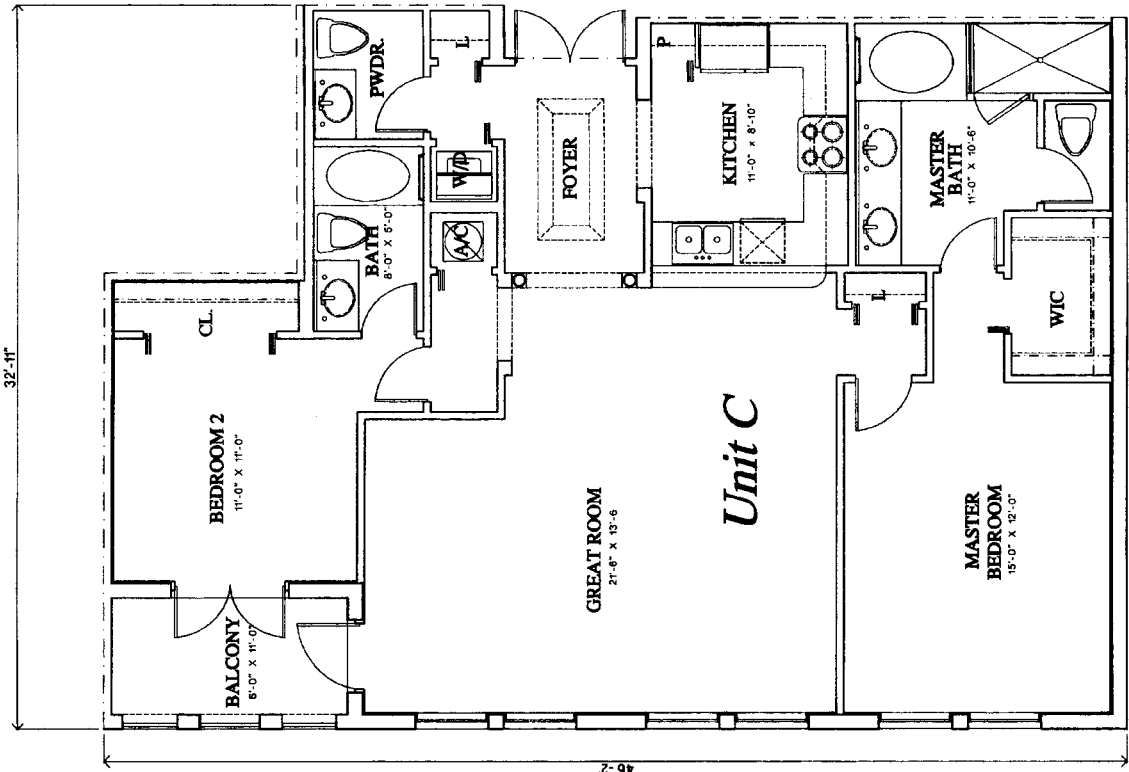
FRONT ELEVATION

SCALE: 1/16" = 1'-0"

DORAL
BY
CENTURY HOMEBUILDERS, INC.
CITY OF DORAL, FLORIDA

MIDRISE CONDOS
(5 STORIES OVER PARKING)
ELEVATION

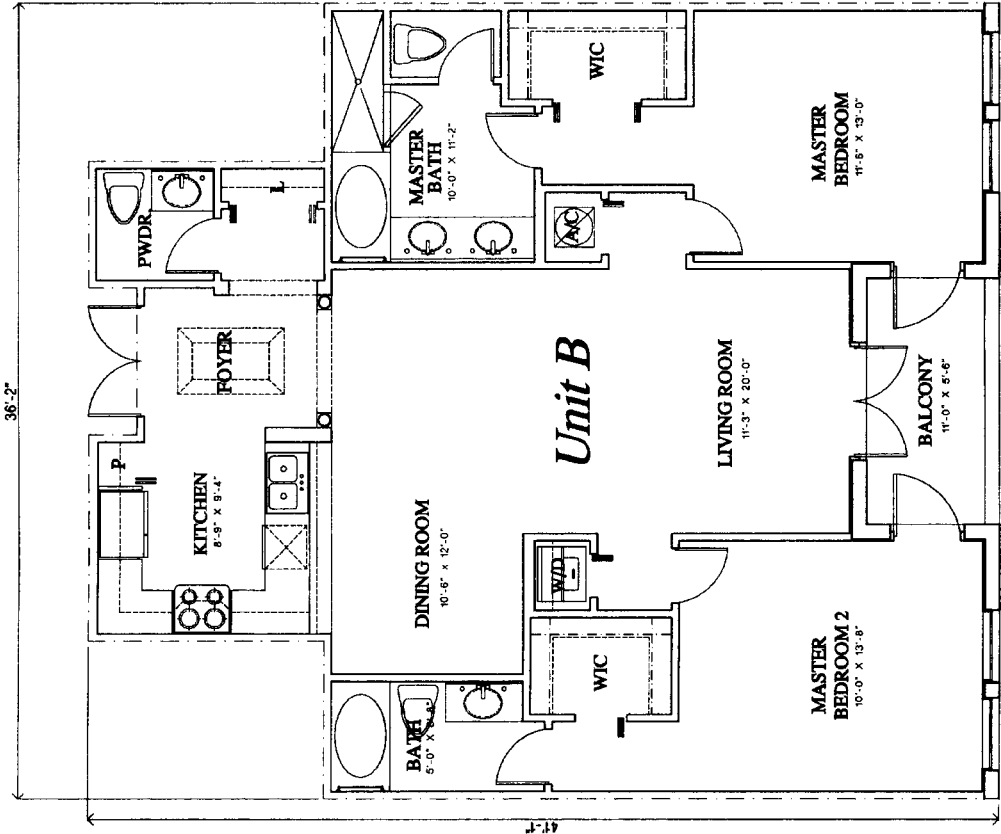
FRONT, REAR, & SIDES
DATE: 10.10.2006
SCALE: AS SHOWN
DRAWN: SP
JOB NO.: NA



UNIT C - 2 Bedrooms & 2 1/2 Baths	
A/C SPACE	132 SQUARE FEET
BALCONY	86 SQUARE FEET
TOTAL	1387 SQUARE FEET

UNIT C

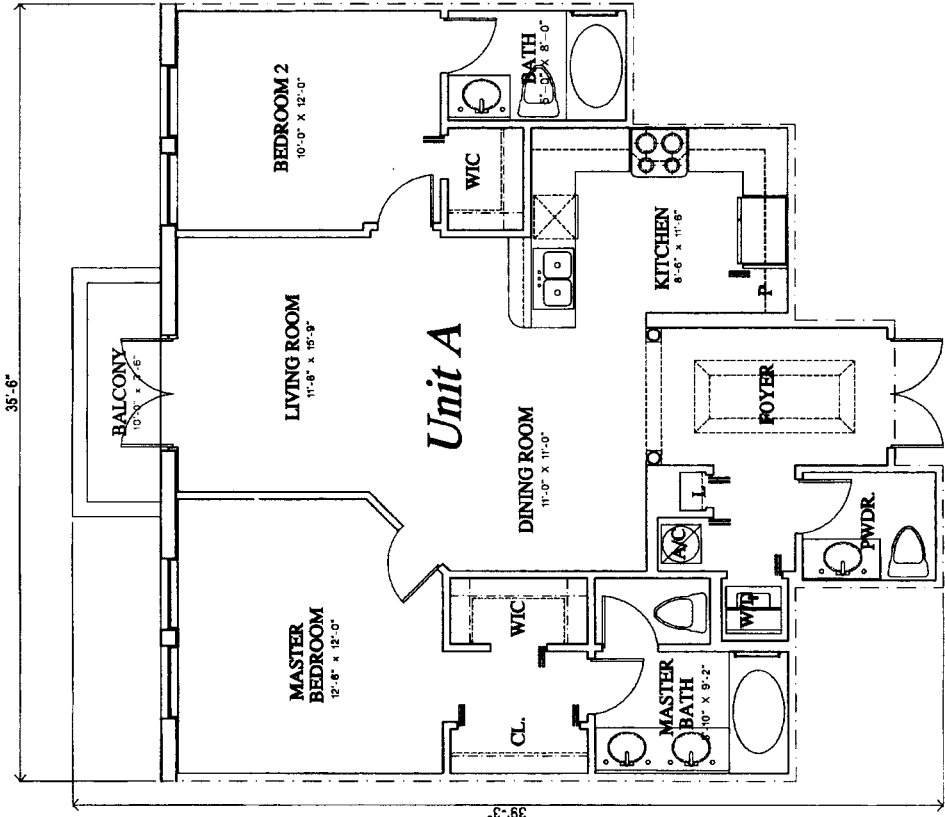
SCALE: 1/4" = 1'



UNIT B - 2 Bedrooms & 2 1/2 Baths	
A/C SPACE	1932 SQUARE FEET
BALCONY 1	87 SQUARE FEET
TOTAL	1319 SQUARE FEET

UNIT B

SCALE: 1/4" = 1'

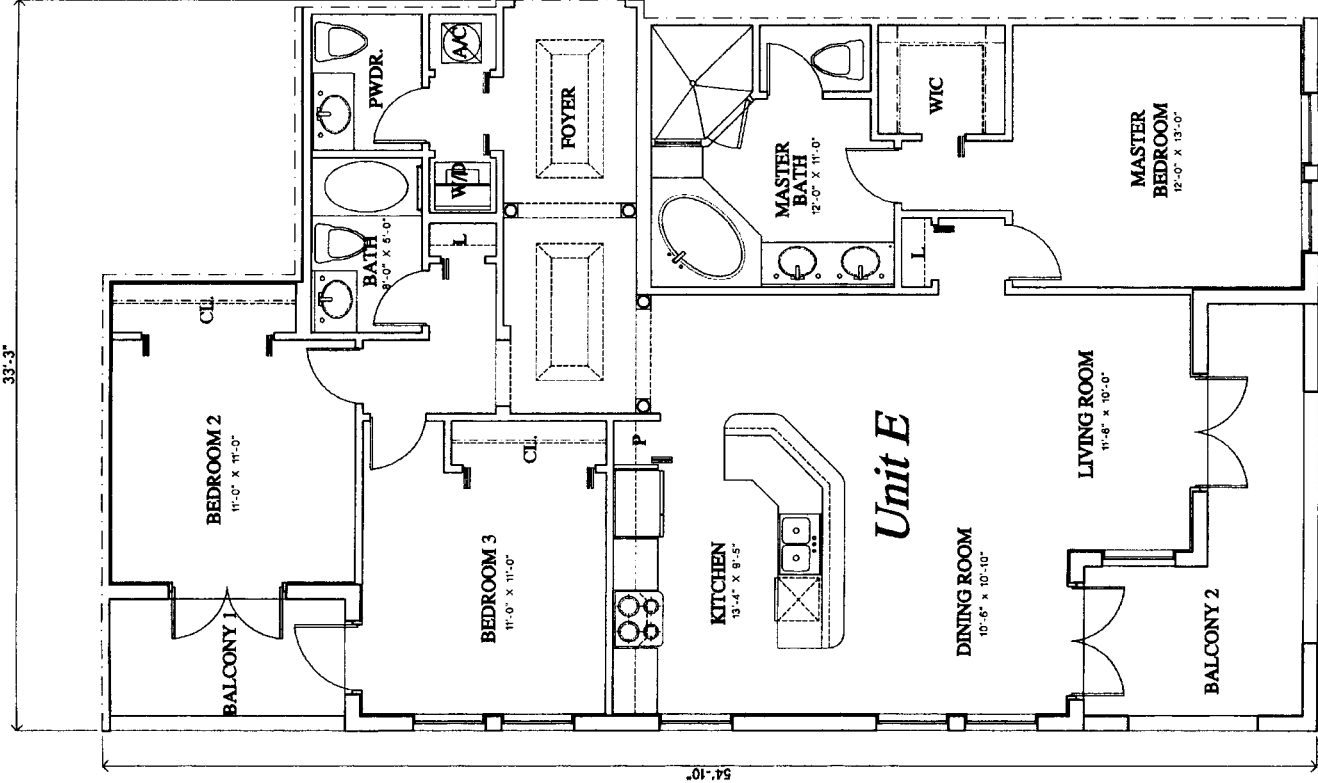


UNIT A - 2 Bedrooms & 2 1/2 Baths	
A/C SPACE	1044 SQUARE FEET
BALCONY 1	48 SQUARE FEET
TOTAL	1090 SQUARE FEET

UNIT A

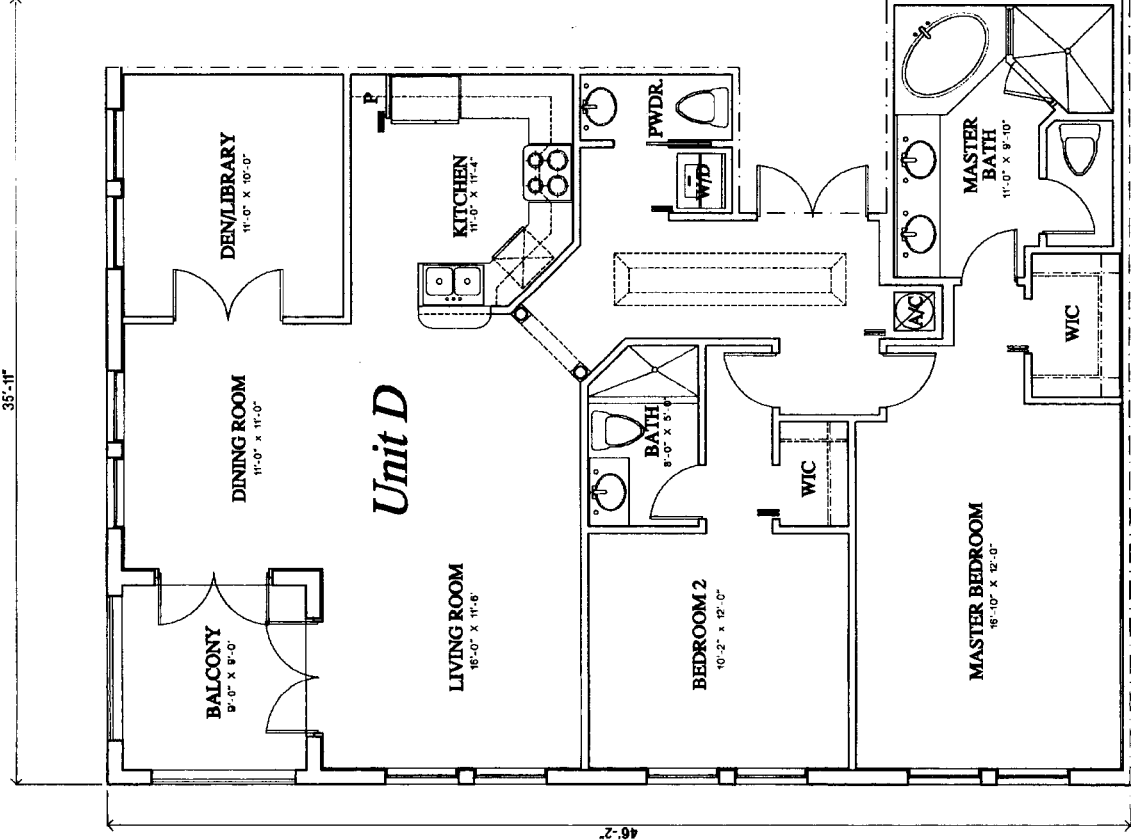
SCALE: 1/4" = 1'

UNITS A, B & C	
DATE:	NO. 10, 2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA



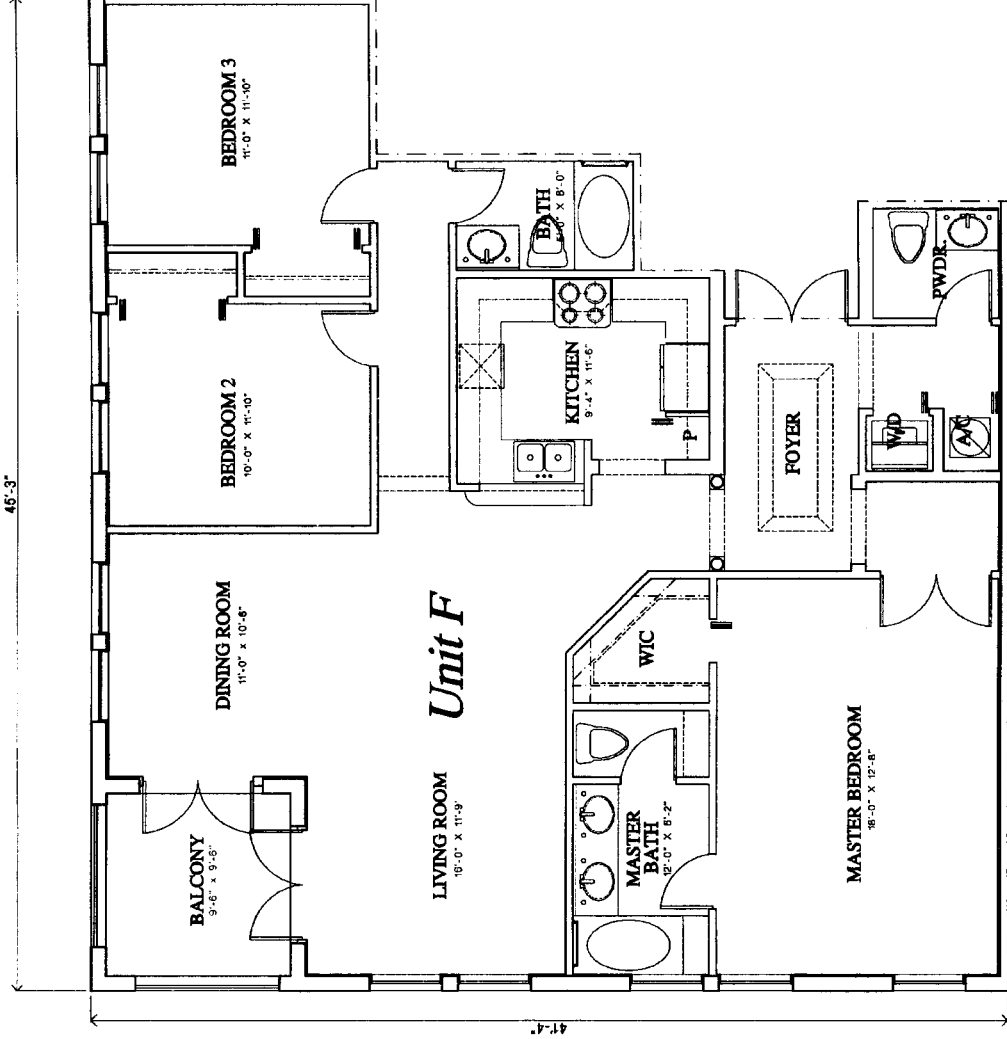
UNIT E - 3 Bedrooms & 2 1/2 Baths	
A/C SPACE	1482 SQUARE FEET
BALCONY 1	66 SQUARE FEET
BALCONY 2	138 SQUARE FEET
TOTAL	1686 SQUARE FEET

UNIT E
SCALE : 1/4" = 1'



UNIT D - 2 Bedrooms, 1 Den & 2 1/2 Baths	
A/C SPACE	1421 SQUARE FEET
BALCONY	81 SQUARE FEET
TOTAL	1502 SQUARE FEET

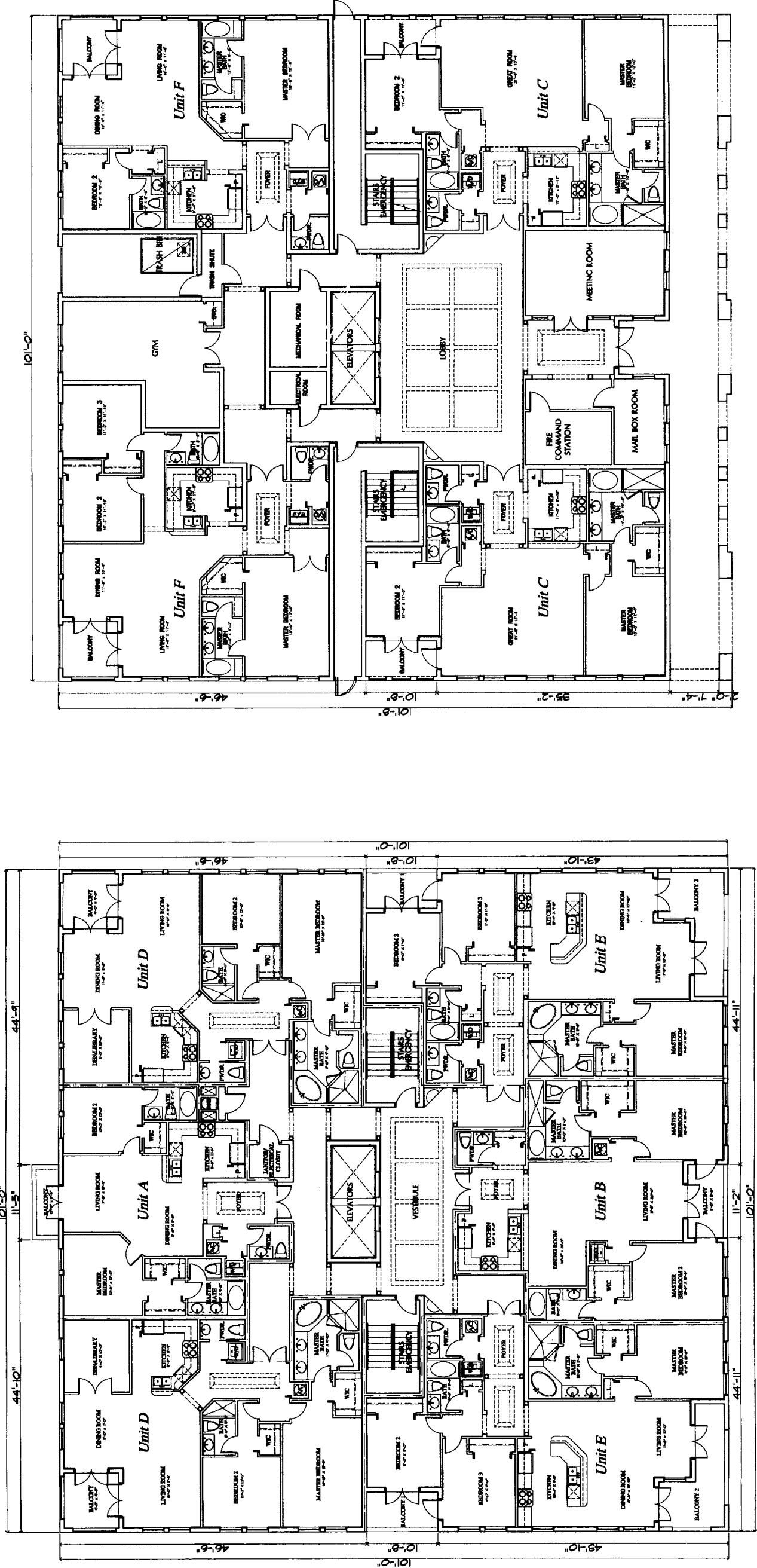
UNIT D
SCALE : 1/4" = 1'



UNIT F - 1 Bedrooms, 1 Den & 2 1/2 Baths	
A/C SPACE	1609 SQUARE FEET
BALCONY	81 SQUARE FEET
TOTAL	1697 SQUARE FEET

UNIT F
SCALE : 1/4" = 1'

UNITS D, E & F	
DATE:	05/16/2005
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA



GROUND FLOOR PLAN
SCALE: 1/8" = 1'

TYPICAL FLOOR PLAN
SCALE: 1/8" = 1'

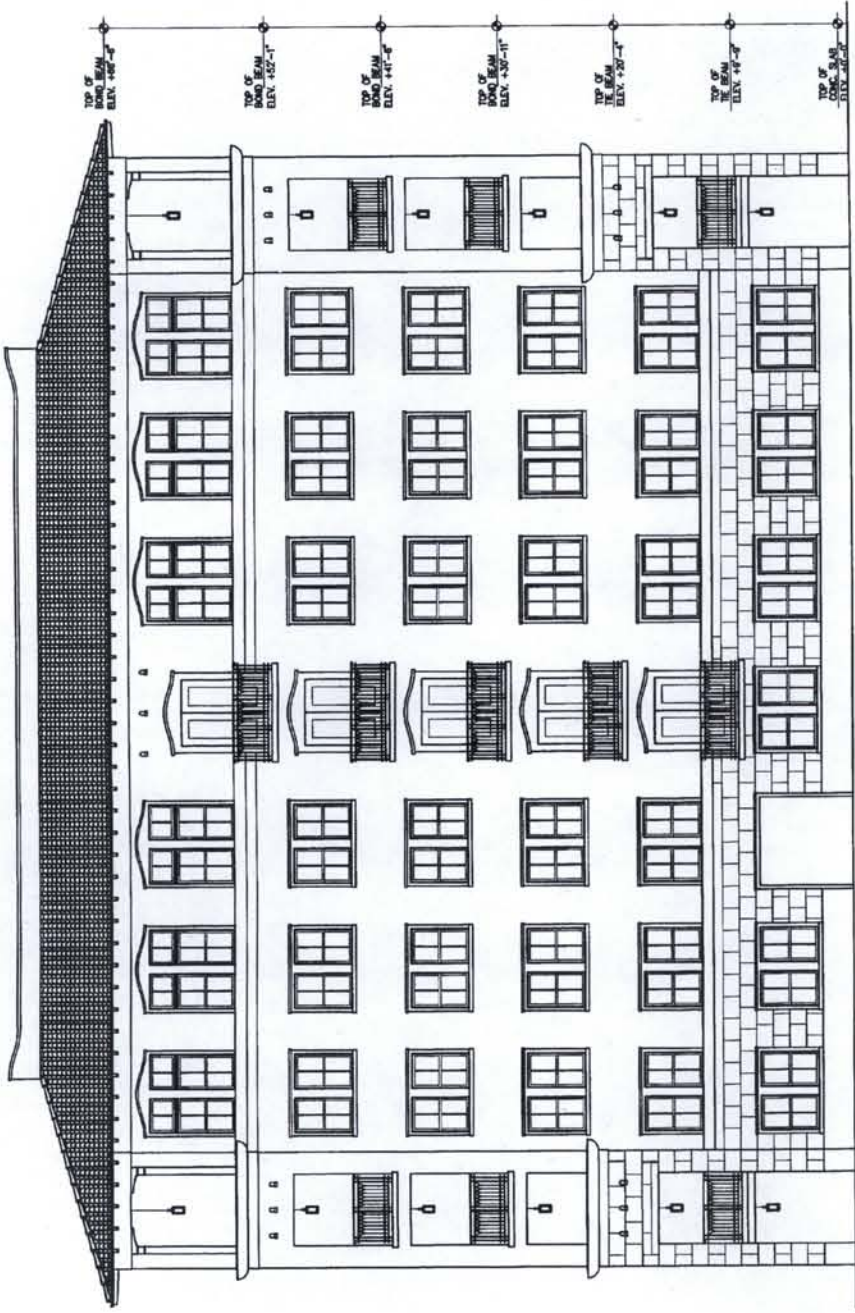
PASCUAL
PEREZ
KILIDDIAN
& ASSOCIATES
ARCHITECTS, PLANNERS
CERTIFICATE NO.: A1 000293
EDUARDO PEREZ, AIA
LICENSE NO.: AR 000394
MARIO P. PASCUAL, AIA
LICENSE NO.: AR 000254
VILLAGE AT BEACON CENTER
8323 NORTHWEST 12 STREET
SUITE NO.: 104
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TELEPHONE: (305) 592-1063
FACSIMILE: (305) 592-6865
www.pascualpereskiliddian.com

REVISIONS
1- Nov. / 14 / 2006

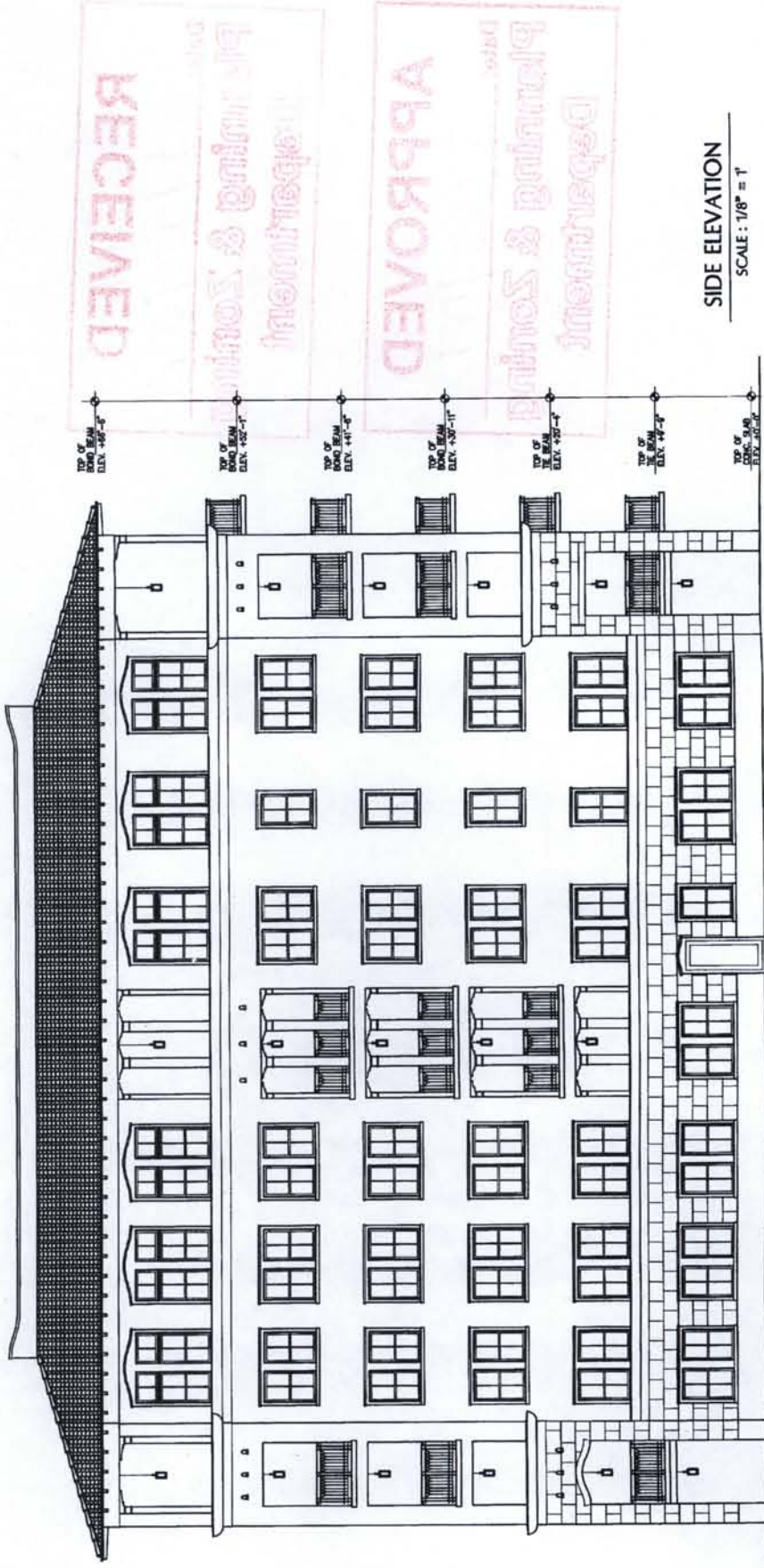
DORAL BREEZE
BY
CENTURY HOMEBUILDERS, INC.
CITY OF DORAL, FLORIDA

6 STORY TOWER	
TYPICAL BUILDING	
ELEVATIONS	
DATE:	10.10.2006
SCALE:	AS SHOWN
DRAWN:	SP
JOB NO.:	NA

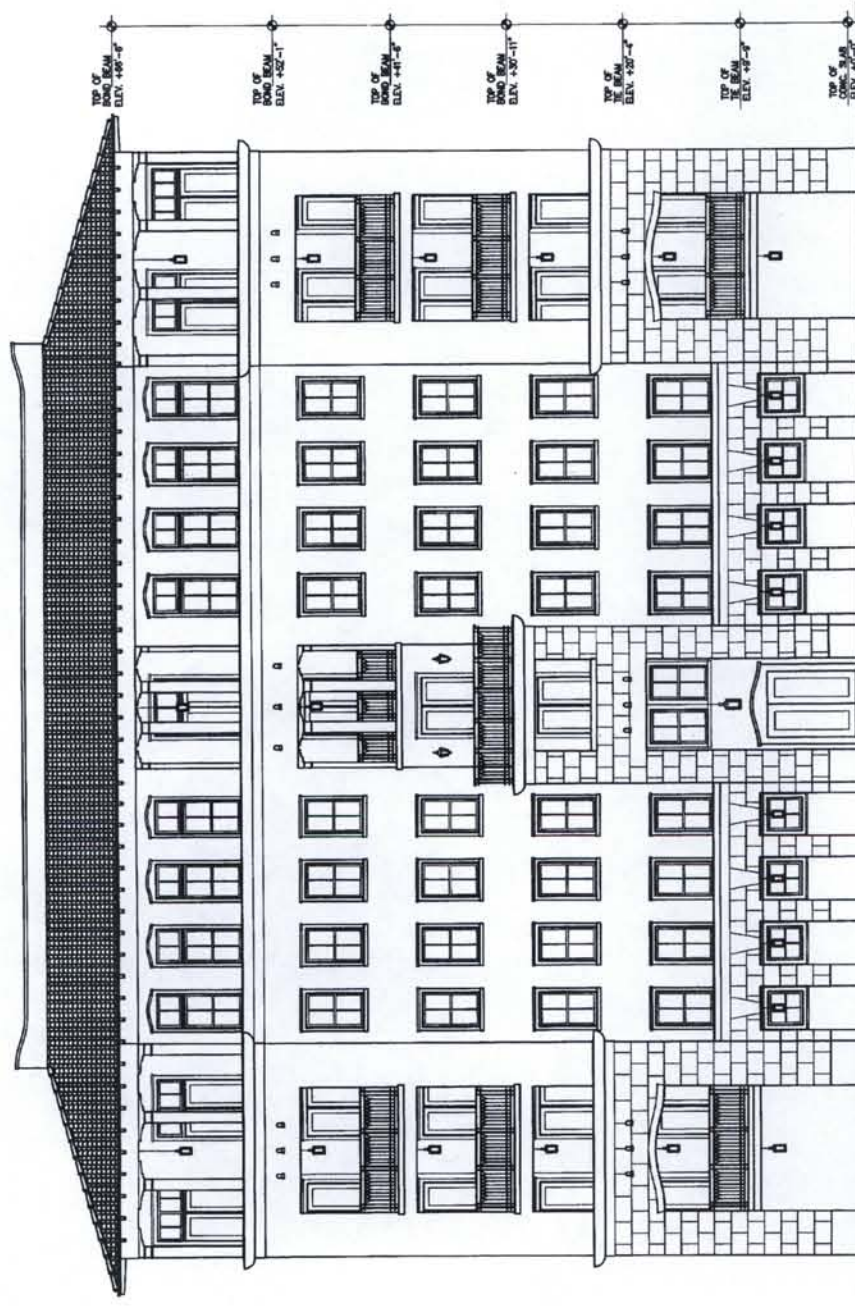
A-40
SHEET NO.:



FRONT ELEVATION
SCALE: 1/8" = 1'



SIDE ELEVATION
SCALE: 1/8" = 1'



REAR ELEVATION
SCALE: 1/8" = 1'

RECEIVED
DEPARTMENT OF PLANNING & ZONING
APPROVED
DEPARTMENT OF PLANNING & ZONING

DATE: 02/23/07
JAN 2007

RECEIVED
Date: 2/23/07
Planning & Zoning
Department

APPROVED
Date: 2/28/07
Planning & Zoning
Department

EXHIBIT “B”

Jorge A. Lima
305 789 7433
jorge.lima@hklaw.com

May 1, 2007

VIA HAND DELIVERY

Mr. John Hearn, Esq.
c/o Ms. Mercy Arce
City of Doral
8300 NW 53rd Street, Suite 200
Doral, Florida 33166

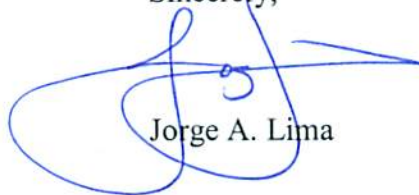
Re: Atlas Property I, LLC / Doral Breeze / Executed Declaration of Restrictions

Dear Mr. Hearn:

Enclosed for your review is an executed copy of the Declaration of Restrictions (the "Declaration") accepted in connection with the rezoning of the subject property to RU-4L, limited apartment housing district, which was approved by the City Council of the City of Doral on February 28, 2007.

Thank you for your considerate attention to this matter. Should you have any questions or concerns, please do not hesitate to contact Mr. Juan J. Mayol or me at (305) 789-7433.

Sincerely,



Jorge A. Lima

cc: Mr. Cesar Llano
Mr. Nathan Kogon, City of Doral
Mr. Juan J. Mayol, Jr., Esq.
Mr. Erik Fresen

This instrument was prepared by:

Name: Juan J. Mayol, Jr., Esq.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned, ATLAS PROPERTY I, LLC, a Florida limited liability company (the "Owner"), holds the fee simple title to that certain parcel of land, which is legally described in Exhibit "A" to this Declaration (hereinafter the "Property"); and

WHEREAS, the Owner has heretofore submitted an application for site plan approval (the "Application") to the City of Doral (the "City") to facilitate the development of the Property.

NOW, THEREFORE, in order to assure the City that the representations made by the Owner during consideration of the Application will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Site Plan.** The Property shall be developed substantially in accordance with the plans previously submitted, entitled, "Doral Breeze", prepared by Pascual, Perez, Kiliddjian & Associates, dated January 16, 2007, said plans being filed with the City of Doral Planning and Zoning Department, and by reference made a part of this Declaration, as may be amended during the public hearing on the Application (the "Plan").
2. **Maximum Density.** Notwithstanding the approval of the Application, the density of any residential development on the Property shall not exceed nine hundred sixty-nine (969) residential dwelling units.

3. **Improvement of NW 102nd Avenue.** Prior to the issuance of a certificate of use and occupancy for the dwelling unit representing twenty-five percent (25%) of the dwelling units within the Property, the Owner shall cause the improvement of NW 102nd Avenue as a two-lane roadway (of a future four-lane roadway) along the western boundary of the Property, all in accordance with the applicable City and County regulations.

4. **Charter School.** Prior to the full school year following the issuance of a certificate of use and occupancy for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, the Owner shall cause an additional 260 student stations to be available in the Grand Bay charter school, over and above the stations needed to serve the students generated by the Grand Bay TND, as reflected in the final site plan approved by the City, to serve the impact created by the development of the Property, which impact shall be calculated in accordance with the formula utilized by the School District in conducting the School Impact Review Analysis.

5. **Proximity to Landfill / Notice Requirements.** The Owner, its successors and assigns, shall provide each prospective purchaser or lessee of a residential unit (collectively, the "Occupants") within the Property a written notification, acknowledgment, waiver and release (the "Notice") recognizing that the Property is located in proximity to the Town of Medley Landfill (the "Medley Landfill"). The Notice shall advise the Occupants, their successors and assigns and other future occupants that they may be affected by odors, noise and/or dust emanating from the Medley Landfill. Such Notice shall be in the form attached as Exhibit "B" to this Declaration.

The Owner, its successors and assigns, shall cause every Occupant to execute the Notice in writing, which shall either be included in the sale and purchase contract or lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of any

such contract. The Owner shall record every executed Notice in the Public Records of Miami-Dade County.

6. **Notice Requirements.** The Owner, its successors and assigns, shall provide each prospective purchaser or lessee of a residential unit or non-residential space (collectively, the "Occupants") within the Property a written notification, acknowledgment, waiver and release (the "Notice") recognizing that the Property is served in part by privately owned drives or roads. The Notice shall advise the Occupants, their successors and assigns and other future occupants that the City will not be responsible for the maintenance of the private drives or roads within the Property. Such Notice shall be in the form attached as Exhibit "C" to this Declaration.

The Owner, its successors and assigns, shall cause every Occupant to execute the Notice in writing, which shall either be included in the sale and purchase contract or lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of any such contract. The Owner shall record every executed Notice in the Public Records of Miami-Dade County.

7. **Miscellaneous.**

A. **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City, or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

B. **Covenant Running with the Land.** This Declaration on the part of the Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, its heirs, successors and assigns until such time as

the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the public welfare.

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

D. **Modification, Amendment, Release.** This Declaration of Restrictions may be modified, amended or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of such portion of the Property that is covered under such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters.

Should this Declaration of Restrictions be so modified, amended or released, the Planning Director, or the executive officer of the successor of the Community Development Department Planning Division, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

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

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

F. Authorization for the City to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

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

H. Presumption of Compliance. Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

J. Recording. This Declaration shall be filed of record in the Public Records of Miami-Dade County, Florida, at the cost of the Owner, following the adoption by the City Council of a resolution approving the Application.

[Signature Pages Follow]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 26th day of

APRIL, 2007.

WITNESSES:

[Signature]
Signature

Florence Laygre
Print Name

[Signature]
Signature

CESTRO E. LLO
Print Name

ATLAS PROPERTY I, LLC,
a Florida limited liability company

By: [Signature]
Signature

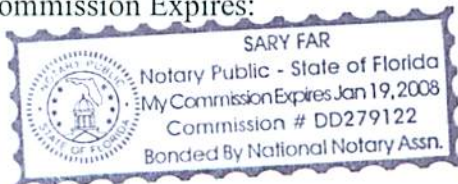
SERGIO PINTO | MANAGER
Print Name/Title

Address: 7210 NW 12th STREET
SUITE 410
MIAMI, FL 33126

STATE OF FLORIDA)
) SS.
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 26th day of APRIL, 2007, by SERGIO PINTO on behalf of ATLAS PROPERTY I, LLC, a Florida limited liability company, who is personally known to me or has produced _____ as identification, and acknowledged that they did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:



[Signature]
Notary Public, State of Florida
Sary Far
Print Name

Exhibit "A"

Legal Description

Exhibit "B"

**NOTICE OF PROXIMITY TO TOWN OF MEDLEY LANDFILL,
ACKNOWLEDGMENT, WAIVER AND RELEASE:**

The purchasers (their heirs, successors and assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenantors") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is located in proximity to the Town of Medley Landfill (the "Landfill"). As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Landfill and truck traffic entering and exiting the Landfill during daytime and nighttime hours. Further, the covenantors waive and release the City of Doral from any and all liability for any past, present or future claims pertaining to or arising out of the current or future operations of the Landfill.

Exhibit "C"NOTICE OF PRIVATE DRIVES, ACKNOWLEDGMENT, WAIVER AND RELEASE:

The purchasers (their heirs, successors and assigns), lessees, occupants and residents (hereinafter jointly and severally, the "Covenantors") are hereby advised and hereby acknowledge, agree and covenant as follows:

The subject property is served in part by privately owned drives and/or roads (the "Private Drives"). As a result, the Private Drives located within the subject property are not maintained by the City of Doral.

Further, the Covenantors waive and release the City of Doral from any and all liability for any past, present or future claims, and hereby agree not to file any claim or action against the City of Doral, pertaining to or arising out of the current or future use of the Private Drives. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings and nuisance), of any kind or other constitutional or non-constitutional claims of any kind or nature whatsoever. In the event that any paragraph or portion of this Notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.