

**MASTER DEVELOPMENT AGREEMENT
FOR BLUEVIEW GOLF VILLAS**

This Master Development Agreement for Blueview Golf Villas ("Agreement") is made and entered into as of this 12th day of January, 2011 by and between the City of Doral, Florida a municipal corporation with an address of 8300 N.W. 53rd Street, Doral, Florida 33166 ("City") and Blueview Golf Villas LLC, 230 Park Avenue, 12th Floor, New York, NY 10169 ("Owner").

WITNESSETH:

WHEREAS, the Owner is currently the developer of that certain property located within the boundaries of the City consisting of approximately 16.82± gross acres of land, the legal description of which is attached hereto and made a part hereof as Exhibit A (the "Property"); and

WHEREAS, the Property is currently zoned IC under the City's land development regulations ("LDRs"), and the Owner and the City mutually desire that the Property ultimately be rezoned to PUD and developed as a mixed development containing residential and hotel uses, as permitted in the City's Comprehensive Plan and LDRs; and

WHEREAS, the City adopted Resolution Z04-22 which, among other things, approved a 240-unit development which allowed up to 5% of the units to be occupied by the same individuals for up to six (6) consecutive months, which resolution was modified by City Resolution Z07-18 (collectively, the "Zoning Resolution"); and

WHEREAS, as part of the Zoning Resolution, the City accepted a Declaration of Restrictions recorded on September 9, 2004 in Official Records Book 22641 at Page 0274 of the Public Records of Miami-Dade County, Florida, proffered by the then Owner, which restricted use of the Property such that no more than five percent (5%) of the units could be occupied by the same individuals for more than six (6) consecutive months ("Declaration"); and

WHEREAS, Developer has filed an application with the City's Planning and Zoning Department for development approvals relating to the Property, to modify the Zoning Resolution and Declaration to increase the number of units within the development which can be occupied for more than six (6) consecutive months by the same individuals and to rezone the Property to PUD, (the "Application"); and

WHEREAS, pursuant to the applicable LDRs, the previously approved site plan will serve as the Pattern Book for the Property submitted in connection with the Zoning Resolution, which already has undergone review by the City's Council ("Council") and has been approved by the Council; and

WHEREAS, the Council adopted City of Doral Ordinance No. 2006-05 ("PUD Ordinance") establishing the PUD District, and providing for the entering into master development agreements; and

WHEREAS, on the 10th day of November, 2010 and the 12th day of January, 2011, the Council conducted two public hearings concerning the Application through Ordinance 2010-31 and has determined that the modification to the Zoning Resolution and this Agreement are consistent with the City's Comprehensive Plan and the LDRs and the Developer and the City mutually decided that the Property may be developed as a condominium and hotel development under the PUD regulations; and

WHEREAS, in order to address the overall development of the Property, the City has determined that it is in the best interest of the City to address the issues covered by this Agreement in a comprehensive manner in compliance with all applicable laws, rules and regulations of the City, and to allow the Developer to proceed with the development and sale of the Property in accordance with existing laws and policies, subject to the terms hereof, and the City and Developer have agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the conditions, covenants and mutual promises herein set forth, Chapter 163 of the Florida Statutes (2009), and along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by reference. All exhibits to this Agreement are hereby deemed a part hereof.

2. Definitions.

- a. "City" means the City of Doral, a municipal corporation of the State of Florida.
- b. "Comprehensive Plan" means the City of Doral Comprehensive Plan in effect as of the Effective Date.
- c. "Condo-hotel" means a hotel property that has individual condominiums for sale. Owners of the condominiums own them outright and may elect to rent them out (usually through the onsite hotel management company) when they are not in use.
- d. "Declaration" is the previously executed Declaration of Restrictions, recorded September 9, 2004, and recorded in Official Records Book 22641 at Page 0274 of the Public Records of Miami-Dade County, Florida.
- e. "Developer" means Blueview Golf Villas LLC, as the entity owning the remaining development or units on the Property and any successor(s) and assignee(s) thereof which (a) acquires an interest in any portion of the Property from the Developer pursuant to a sale or ground lease for the purpose of development and resale or sublease, and (b) is specifically assigned rights as developer hereunder by Developer pursuant to an

express written assignment. Upon execution and recording of such assignment, the assignee will be deemed the Developer hereunder to the extent set forth in such assignment.

- f. "Development" means the carrying out of any building activity, the making of any material change in the use or appearance of any structure or land, or the dividing of land into three or more parcels and such other activities described in Section 163.3221(4), F.S. (2009).
- g. "Development Permit" includes any building permit, zoning permit, subdivision approval, rezoning, certification, special exception, variance, or any other official action of local government having the effect of permitting the Development of land.
- h. "Effective Date" is the latter of the dates of recordation of this Agreement or thirty days after this Agreement has been received by the state land planning agency pursuant to Section 163.3239, F.S. (2009).
- i. "Land" means the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as land.
- j. "Land Development Regulations" means ordinances, rules and policies enacted or customarily implemented by the City for the regulation of any aspect of development and includes any local government zoning, rezoning, subdivision, building construction, or sign regulation or any other regulations controlling the development of or construction upon land in effect as of the Effective Date.
- k. "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, and rules adopted by a local government affecting the development of land.
- l. "Pattern Book" is the site plan, as prepared by Bruce Howard & Associates, Inc. consisting of 17 pages, and last dated June 7, 2004, approved by the City pursuant to the Zoning Resolution. The Pattern Book regulates the nature of the development and establishes building sites within the Property. The Pattern Book is interpreted in connection with the urban design guidelines, which establish the urban design vocabulary, such as setbacks, heights, parking requirements, massing, building envelope and other development parameters, to govern the administrative review of each detailed development Site Plan for the Project and is attached hereto as Exhibit B.
- m. "Project Approvals" is defined in Section 6(a) of this Agreement.
- n. "Site Plan" is a scaled and dimensioned site plan (with landscaping), elevation and typical floor plan submitted for administrative approval and reviewed for consistency with the Project Approvals.

- o. "Zoning Approval" is comprised of City of Doral Resolution No. Z04-22 as amended by Resolution No. Z07-18, which constitute the effective Land Development approvals governing development of the Project.

3. Intent. It is the intent of the Developer and the City that this Agreement should be construed and implemented so as to effectuate the purposes and intent of the parties and the purpose and intent of the Florida Local Government Development Agreement Act, Section 163.3220, F.S. (2009), et. al.

4. The Project. The Project Approvals authorize the development of a condo-hotel Project that contemplates up to forty percent (40%) of the units being occupied by the same individuals for more than six (6) consecutive months.

5. Property. The Property is an irregularly-shaped parcel of land consisting of approximately 16.82± acres. The Property is bordered on the north by NW 58th Street, on the South between theoretical NW 52nd and 53rd Streets, on the east by NW 87th Avenue and on the west between theoretical NW 88th and 89th Avenues, in the City of Doral, Miami-Dade County, Florida.

6. Permitted Development Uses and Building Intensities.

- a. Permitted Development Uses. The City has designated the Property "Planned Unit Development District (PUD)" on the official Land Development Code Zoning Map for the City. With the approval and adoption of the amendment to the Zoning Resolution and acceptance of this Agreement, which establishes the Pattern Book as the binding development guidelines for the Property (collectively, the Zoning Resolution, as amended, and the Pattern Book are referred to herein as the "Project Approvals" and are on file with the City). The Developer anticipates that at final buildout, the Project is planned to become and will be a mixture of residences and hotel rooms. In granting the Project Approvals, the City has determined that the proposed Project, which will contain the development already existing on the Property and approved by the Zoning Approval, is (i) consistent with the City's Comprehensive Plan and (ii) has been approved in accordance with the City's Land Development Regulations. Upon execution of this Agreement and for the term of this Agreement, the City confirms and agrees that the Property may be developed and used for the purposes established in the Project Approvals.
- b. Density, Building Heights, Setbacks, Architectural Controls, and Intensities. The maximum density, building heights, setbacks, architectural controls and intensities for any development on the Property shall be regulated by the Project Approvals, the Land Development Regulations and the applicable designations in the City's Comprehensive Plan and consist of 240 units of which up to 96 may be occupied by the same individuals in excess of six (6) consecutive months.

7. Local Development Permits. The Property is developed in accordance with the Project Approvals. The Developer, after the Effective Date of this Agreement, will be authorized to sell up to forty percent (40%) of the units which may be occupied by the same individuals for more than six (6) consecutive months. The City may need to approve certain additional development permits and cooperate with the Developer in processing all necessary development permit applications with Federal, State, Regional and County agencies as needed in order for the Developer to complete the Project in a manner consistent with the Zoning Resolution and LDRs, such as:

- a. Covenant or unity of title acceptance or the amendment or release of existing unities or covenants;
- b. Certificates of use and/or occupancy; and
- c. Any other official action of the City and/or Miami-Dade County, Florida, having the effect of permitting the development of and construction upon land.

Additionally, the Owner shall, on January 31 of each year, provide the City with a list of the units which constitute the units that may be occupied for in excess of six (6) consecutive months by the same individuals.

8. Project Approvals. This Agreement and the Project Approvals establish the criteria upon which the Property shall be sold and/or developed during the term of the Agreement and set forth the sole and exclusive limitations upon the development of the Project.

9. Pattern Book for Blueview Golf Villas. As part of the zoning application, the Developer adopts the site plan approved through the Zoning Resolution as the Pattern Book. A reduced copy of the Pattern Book is attached hereto as Exhibit B or a full sized copy may be viewed at the Government Offices of the City of Doral located at 8300 N.W. 53rd Street, Doral, Florida 33166, or such other City government office should the City relocate. The Pattern Book is incorporated into this Agreement as a guideline for Development of the Property, and may not be amended unless approved by the parties to this Agreement, or their successors and/or assigns, with the same formalities as this Agreement.

10. Landscaping, Parking and Signs Requirements. Changes to the development of the Property shall meet all City landscaping, parking, and signage requirements and in the City's roads and vehicular use areas regulations pursuant to Chapters IX and X of the LDRs unless a variance is granted by the City.

11. Public Facilities and Concurrency. Developer and City anticipate that the Project will be served by those roadway transportation facilities currently in existence as provided by State, County and City roadways. It is also anticipated that the Project will be served by the public transportation facilities currently in existence, including those provided by Miami-Dade County, the City and other governmental entities as may presently operate public transportation services within the area. Sanitary sewer, solid waste, drainage and potable water services for the Project are expected to be those services currently in existence and owned and operated by Miami-Dade County and/or the Doral. The Project has been analyzed relative to concurrency

and, subject to providing appropriate subdivision improvements and those improvements expressly provided herein, has been deemed to satisfy the concurrency requirements of the City.

12. Laws Governing this Agreement. The City's laws and policies governing the development of the Project and the Property at the time of the execution of this Agreement shall govern the Development of the Project and the Property for the term of this Agreement. The City may apply subsequently adopted laws and policies to the Project only as otherwise permitted or required by this Agreement.

13. Consistency with the Comprehensive Plan. The City has adopted a new Comprehensive Plan. The City hereby finds and declares that the provisions of this Agreement dealing with the Property and the Project are consistent with the new Comprehensive Plan and the LDRs.

14. Necessity of Complying with Local Regulations Relative to Development Permits. The Developer and the City agree that the failure of this Agreement to address a particular permit, condition, fee, term or restriction in effect on the Effective Date of this Agreement shall not relieve Developer of the necessity of complying with the regulation governing said permitting requirements, conditions, fees, terms or restrictions as long as compliance with said regulation and requirements does not require the Developer to develop the Property in a manner that is inconsistent with the Project Approvals. The Property is currently developed in accordance with the Project Approvals. Future building permits and other approvals will be governed by the regulations in effect at the time of permitting or future approval.

15. Impact Fees. The City's impact fee requirements that are in effect as of the Effective Date of this Agreement and which would only apply to the development of the Project as set forth in the Project Approvals are specifically provided in the LDRs. It is agreed and understood by the parties that no other City impact fees other than those listed as in effect as of the Effective Date apply to the development of the Project as set forth in the Project Approvals. No new impact fees or increases to the fees in existence as of the Effective Date shall be adopted by the City in a manner that would apply to the Development of the Project during the term of this Agreement. However, nothing herein shall hinder or act to limit the ability of the Developer to seek and obtain a determination that the Project is exempt from or that any improvements constructed by the Developer may be credited against future impact fee obligations if such exemptions or credits are provided in future modifications to the City's existing impact fee ordinances.

The Developer may also be subject to the payment of Miami-Dade County or School Board Impact Fees. The City and Developer shall coordinate their efforts to derive the maximum benefit of any impact fee payments to Miami-Dade County in favor of the Project and the City, including the provision of credits and/or contributions in lieu of fee payments.

16. Schools. As part of development of the Project, the City and the Developer mutually desire to address impacts on the educational facilities located within the City. Miami-Dade County and the Miami-Dade County School Board educational facilities impact fee currently govern and are anticipated to continue to govern Development of the Property. The

existing educational facilities impact fee ordinance (Section 33K-9, Miami-Dade County Code of Ordinances; the "School Fee") shall be used to calculate the estimated educational facilities impact fees that would be generated against the Property. In order to address the additional impact of the Project on the educational facilities within the City, the Developer has agreed to contribute, as described below, an amount equivalent to the impact fees associated with the additional units approved as part of the amendment to the Zoning Resolution which may be occupied by the same individuals in excess of six (6) consecutive months. This Owner and the City have calculated the impact fees and agreed that the total contribution is \$150,429.60 (the "Contribution"), and will be tendered to the City of Doral thirty (30) days following final zoning approval and the expiration of all appellate timeframes. The City agrees that the Contribution will be directly utilized for educational purposes within the City of Doral. However, in the event it is determined the impact fees are due and payable to the School Board based on the sale of the units, the Owner shall pay the fees to the School Board in the normal course, rather than the City of Doral. In the event it is determined impact fees are, in fact, due, the fees were already tendered to the City and not yet utilized, the City of Doral will tender such fees to the School Board to be credited against the impact fees.

17. Recording of the Agreement. Within fourteen (14) days after the City executes this Agreement, the City shall record the Agreement with the Clerk of the Circuit Court of Miami-Dade County. A copy of the recorded Agreement shall be submitted to the state land planning agency within fourteen (14) days after the Agreement is recorded. This Agreement shall not be effective until it is properly recorded in the public records of Miami-Dade County and until thirty (30) days after having been received by the state land planning agency pursuant to Section 163.3239, F.S. (2010). The burdens of the Agreement shall be binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the parties to the Agreement.

The Developer agrees that it shall be responsible for all recording fees and other related fees and costs related to the recording and delivery of this Agreement as described in this section. Whenever an extension of any deadline is permitted or provided for under the terms of this Agreement, at the request of the either party, the other party shall join in a short-form recordable memorandum confirming such extension to be recorded in the public records of Miami-Dade County.

18. Reservation of Development Rights. For the term of this Agreement, the City hereby agrees that it shall permit the development of the Project in accordance with the LDRs, the City's Comprehensive Plan, and existing laws and policies as of the Effective Date of this Agreement which are or may be applicable to the Property, subject to the conditions of this Agreement. However, nothing herein shall prohibit an increase in developmental density or intensity within the Project in a manner consistent with the City's Comprehensive Plan and Land Development Regulations, or any change requested or initiated by the Developer in accordance with provisions of law applicable at that time. Moreover, the City may apply subsequently adopted laws and policies to the Property solely pursuant to the procedures of Section 163.3233(2), F.S. (2009).

The expiration or termination of this Agreement, for whatever reason, shall not be considered a waiver of, or limitation upon, the rights, including, but not limited to, any claims of vested rights or equitable estoppel, obtained or held by the Developer or its successors or assigns

to continue development of the Project in conformity with the Zoning Approval and all prior and subsequent Development Permits or development orders granted by the City, including, but not limited to, those rights granted under the City's Comprehensive Plan and LDRs.

19. Term of Agreement.

- a. This Agreement shall terminate ten (10) years from the Effective Date.
- b. In addition to the foregoing, the term of this Agreement may be extended by mutual agreement of the City and Developer. No notice of termination shall be required by either party upon the expiration of this Agreement and thereafter the parties hereto shall have no further obligations under this Agreement.

20. Other Approvals. The parties hereto recognize and agree that certain provisions of this Agreement require the City and/or its boards, departments or agencies, acting in their governmental capacity, to consider governmental actions, as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statutes and Miami-Dade County and City ordinances, in the exercise of the City's jurisdiction under the police power.

21. No Permit. This Agreement is not and shall not be construed as a Development permit, or authorization to commence development, nor shall it relieve Developer of the obligations to obtain necessary development permits that are required under applicable law and under and pursuant to the terms of this Agreement.

22. Good Faith; Further Assurances; No Cost. The parties to this Agreement have negotiated in good faith. It is the intent and agreement of the parties that they shall cooperate with each other in good faith to effectuate the purposes and intent of, and to satisfy their obligations under, this Agreement in order to secure to themselves the mutual benefits created under this Agreement; and, in that regard, the parties shall execute such further documents as may be reasonably necessary to effectuate the provisions of this Agreement; provided, that the foregoing shall in no way be deemed to inhibit, restrict or require the exercise of the City police power or actions of the City when acting in a quasi-judicial capacity. Wherever in this Agreement a provision requires cooperation, good faith or similar effort to be undertaken at no cost to a party, the concept of no cost shall not be deemed to include any cost of review (whether legal or otherwise), attendance at meetings, hearings or proceedings and comment and/or execution of documents, all such costs to be borne by the party receiving a request to so cooperate, act in good faith or so forth.

23. Notices. Any notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given if delivered by hand, sent by recognized overnight courier (such as Federal Express) or mailed by certified or registered mail, return receipt requested, in a postage prepaid envelope, and addressed as follows:

If to the City at: City Manager
City of Doral
8300 N.W. 53rd Street
Doral, Florida 33166

With a copy to: City Attorney
City of Doral
8300 N.W. 53rd Street, Suite 100
Doral, Florida 33166

If to Developer at: Blueview Golf Villas LLC
230 Park Avenue, 12th Floor
New York, NY 10169

With a copy to: Stanley B. Price, Esq.
Bilzin Sumberg Baena Price & Axelrod LLP
1450 Brickell Avenue, Suite 2300
Miami, Florida 33131
(305) 350-2374

Notices personally delivered or sent by overnight courier shall be deemed given on the date of delivery and notices mailed in accordance with the foregoing shall be deemed given three (3) days after deposit in the U.S. mail. Any party may change its notice address by providing written notice to the other parties of the new address as provided in this paragraph. The terms of this section shall survive the termination of this Agreement.

24. Construction. (a) This Agreement shall be construed and governed in accordance with the laws of the State of Florida, all of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto, and venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, (b) in construing this Agreement, the use of any gender shall include every other and all genders, and captions and section and paragraph headings shall be disregarded, and (c) all of the exhibits attached to this Agreement are incorporated in, and made a part of, this Agreement.

25. Severability. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.

26. Time of Essence. Time shall be of the essence for each and every provision hereof.

27. Binding Effect. The obligations imposed pursuant to this Agreement upon the Developer and upon the Property shall run with and bind the Property as covenants running with the Property, and this Agreement shall be binding upon and enforceable by and against the

parties hereto, their personal representatives, heirs, successors, grantees and assigns, and a copy of this Agreement shall be recorded in the Public Records of Miami-Dade County, Florida, at the sole cost and expense of the Developer upon execution of this Agreement.

28. Governing Laws. This Agreement shall be governed and construed in accordance with the laws of the State of Florida. The Developer and the City agree that Miami-Dade County, Florida is the appropriate venue in connection with any litigation between the parties with respect to this Agreement.

29. Cancellation and Enforcement. Enforcement of this Agreement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Agreement. The prevailing party in any action or suit pertaining to or arising out of this Agreement 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/her/its attorney. Additionally, if the City finds, on the basis of substantial competent evidence, after public hearing, that there has been a failure to comply with the terms of this Agreement, this Agreement may be revoked or modified by the City pursuant to Florida Statutes Section 163.3235. Further, upon the finding after public hearing of a breach of this Agreement, the City may terminate this Agreement. This enforcement provision shall be in addition to any other remedies available at law, in equity or both. The terms of this paragraph shall survive the termination of this Agreement.

30. No Third Party Beneficiaries. The parties to this Agreement do not intend the benefit of this Agreement to inure to any third party. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give to any person other than the parties hereto and their successors, heirs or permitted assigns, any rights or remedies under or by reason of this Agreement.

31. Entire Agreement. This Agreement, together with the documents referenced herein, constitute the entire agreement and understanding among the parties with respect to the subject matter hereof, and there are no other agreements, representations or warranties other than as set forth herein.

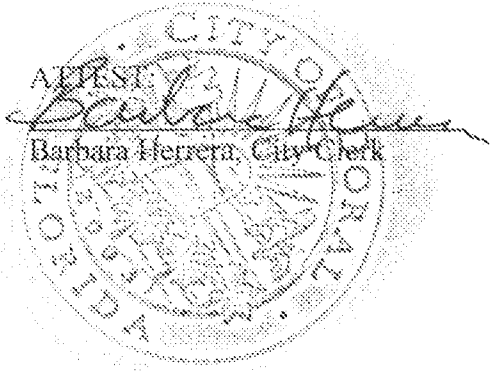
32. Modification. This Agreement may not be amended unless approved by the mutual consent of the parties to this Agreement, or their successors and/or assigns, with the same formalities as this Agreement, pursuant to Section 163.3237, F.S. (2009).

33. Force Majeure. Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefore, riot, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, excluding the financial inability of such party to perform and excluding delays resulting from appeals or rehearings commenced by the Developer (any such causes or events to be referred to herein as a "Force Majeure"), shall excuse the performance by such party for a period equal to any such period of prevention, delay or stoppage.

[Execution pages follow]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

CITY:
CITY OF DORAL, FLORIDA
A Florida municipal corporation



ATTEST:
Barbara Herrera
Barbara Herrera, City Clerk

By: *[Signature]*
Print Name: J. Mark Tauxe
Title: Art City Use

This 12th day of January, 2011

Approved as to form and legal sufficiency
by office of City Attorney for City of Doral,
Florida

[Signature]
Jimmy L. Morales, City Attorney

WITNESSES:

Kimberly Imperatori
Print Name: KIMBERLY IMPERATORI

David Hase
Print Name: DAVID HASE

DEVELOPER:

Blueview Golf Villas, LLC, a Delaware limited liability company

By: Blueview, L.L.C., a Florida limited liability company, its Managing Member

By: CDVII Doral Investor, LLC, a Delaware limited liability company, its Managing Member

By: ING Clarion Development Ventures II L.P., a Delaware limited partnership, its sole member

By: ING Clarion Partners, LLC, its authorized agent

By: Douglas J. Bowen
Douglas J. Bowen
Authorized Signatory

STATE OF NEW YORK)
) ss:
COUNTY OF Bronx)

The foregoing instrument was acknowledged before me this 15th day of Feb., 2011 by Douglas J. Bowen, Authorized Signatory of ING Clarion Partners, LLC, as authorized agent of ING Clarion Development Ventures II L.P., a Delaware limited partnership, as sole member of CDVII Doral Investor, LLC, a Delaware limited partnership, as sole member of CDVII Doral Investor, LLC, a Delaware limited liability company, as Manager of Blueview L.L.C., a Florida limited liability company, as Managing Member of Blueview Golf Villas LLC, a Delaware limited liability company. He is personally known to me or has produced _____ as identification.

By: Christine Santiago
Name: Christine Santiago
Notary Public, State of New York
My Commission Expires:
Commission No. 01SA6200202

CHRISTINE SANTIAGO
Notary Public - State of New York
No. 01SA6200202
Qualified in Bronx County
My Commission Expires January 26, 2013

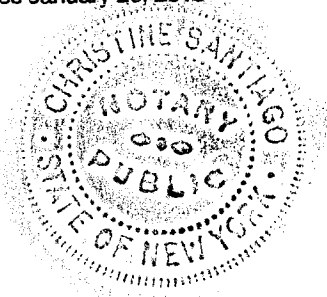


Exhibit A

Legal description of Property:

**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 ± 16.82 acres located at 5300 NW 87th Avenue, Doral, Florida, from IC (Industrial Commercial) to PUD (Planned Unit Development) ; and

Section 3. A modification to an existing declaration of restrictions to increase limitation on Units that may be occupied for more than six (6) consecutive months from five percent (5%) to forty percent (40%); and

Section 4. A modification of Condition # 1 from Resolution Z04-22 to increase the limitation on the units that may be occupied for more than six (6) months from five percent (5%) to forty percent (40%); is hereby approved

Section 5. Effective Date. This Ordinance shall be effective upon adoption on second reading.

Exhibit B

ORDINANCE #2010 - 31

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING FROM IC (INDUSTRIAL COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) OF ± 16.82 ACRES LOCATED AT 5300 NW 87th AVENUE IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; APPROVING THE MODIFICATION OF RESOLUTION Z04-22 AND THE DECLARATION OF RESTRICTIONS TO INCREASE THE LIMITATION ON UNITS THAT MAY BE OCCUPIED FOR MORE THAN 6 CONSECUTIVE MONTHS FROM 5% TO 40%; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, Blueview Golf Villas, LLC. ("Applicant"), has requested approval of: (1) a rezoning of ± 16.82 acres located at 5300 NW 87th Avenue, Doral, Florida, from IC (Industrial Commercial) to PUD (Planned Unit Development); (2) a modification to an existing declaration of restrictions to increase limitation on Units that may be occupied for more than six (6) consecutive months from five percent (5%) to forty percent (40%) and (3) a modification of Condition # 1 from Resolution Z04-22 to increase the limitation on the units that may be occupied for more than six (6) months from five percent (5%) to forty percent (40%); and

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

WHEREAS, on January 12th, 2011, 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 Comprehensive Plan and is in the best interest of the citizens of Doral;

CFN 2011R0090362 DR BK 27581 Pgs 3949 - 3951 (3pgs)
RECORDED 02/09/2011 11:44:34
HARVEY RUVIN, CLERK OF COURT, MIAMI-DADE COUNTY, FLORIDA

BOOK 27581 PAGE 3951
LAST PAGE

Ordinance 2010-31
Page 3 of 3

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

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Michael DiPietro	Yes
Councilmember Luigi Boria	Yes
Councilmember Peter Cabrera	Yes
Councilmember Ana Maria Rodriguez	Yes

PASSED AND ADOPTED upon first reading the 10th day of November, 2010

PASSED AND ADOPTED upon second reading the 12th day of January, 2011.



 JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



 BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



 JIMMY L. MORALES, CITY ATTORNEY