

# Holland & Knight

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March 7, 2014

## VIA E-MAIL & HAND DELIVERY

Ms. Mercy Arce  
Planning & Zoning Department  
City of Doral  
8401 NW 53 Terrace, 2<sup>nd</sup> Floor  
Doral, Florida 33166

**RE: Landmark at Doral TND - Third Amended and Restated Declaration of Restrictions**

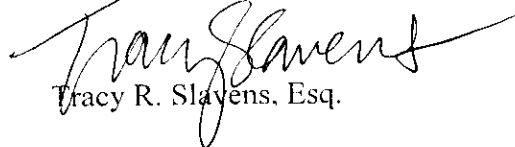
Dear Mercy:

Enclosed please find the original signed Third Amended and Restated Declaration of Restrictions in connection with the approval of the Landmark at Doral TND on behalf of Lennar Homes, LLC and Landmark at Doral Holdings, LLC. This instrument is signed by the owners of the subject property and is now pending execution by the City, writing in of the effective date upon execution, and recording. We ask that you expedite these tasks and send us a copy of the executed and recorded instrument as soon as it is ready.

Thank you for your considerate attention to this matter. If you have any questions or require additional information, please contact me.

Sincerely,

HOLLAND & KNIGHT LLP



Tracy R. Slavens, Esq.

CC: Miguel Diaz de la Portilla, Esq.  
Juan J. Mayol, Jr., Esq.

This instrument was prepared by:

Name: Miguel Diaz de la Portilla, Esq.  
Address: Arnstein & Lehr, LLP  
200 South Biscayne Boulevard, Suite 3600  
Miami, FL 33131

(Space reserved for Clerk)

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**THIRD AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

THIS THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made this 4<sup>th</sup> day of April, 2014, by Landmark at Doral Holdings, LLC, a Florida limited liability company ("Landmark"), and Lennar Homes, LLC, a Florida limited liability company ("Lennar"), (collectively, the "Owners"), in favor of the City of Doral, a municipal corporation of the State of Florida (the "City").

**WITNESSETH:**

WHEREAS, the Owners collectively hold the fee simple title to that certain +/-116.04 acre parcel of land located in the City of Doral, Florida, which is more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, a +/-25.83 acre portion of the Property was conveyed to the Landmark at Doral Community Development District (the "CDD") pursuant to a deed dated December 7, 2005, which lands are intended for use as Community Development District roads and common areas (the "CDD Parcel");

WHEREAS, the Property consists of four (4) parcels: 1) the +/-51.50 acre "North Parcel," owned by Lennar, and which is less those lands dedicated to the CDD, 2) the +/-23.84 acre "South Parcel," owned by Landmark, and which is less those lands dedicated to the CDD, 3) the +/-11.98 acre "East Parcel," owned by Landmark, and 4) the +/-2.89 acre "Industrial Parcel," owned by Landmark, which parcels are more particularly described in the attached Composite Exhibit "B;"

WHEREAS, the Property was originally approved as a Traditional Neighborhood Development (TND) on the North Parcel and South Parcel (+/-102 acres; the "Original TND Parcel") and the East Parcel was approved for IU-C (Industrial Conditional) District zoning under Miami-Dade County jurisdiction pursuant to Resolution No. CZAB9-14-03, passed and adopted by the Miami-Dade County Community Zoning Appeals Board 9 on June 12, 2003 (the "Original TND Approval");

WHEREAS, the former owners of the Property entered into and recorded that certain Declaration of Restrictions in Official Record Book 22020, Page 4136 of the Public Records of Miami-Dade County, Florida in connection with the Original Zoning Approval, which placed certain restrictions and conditions on the development of the Property;

WHEREAS, prior to the Original Zoning Approval, a Declaration of Restrictions was recorded on a portion of the Property in Official Records Book 20349 at Page 1898 of the Public Records of Miami-Dade County, Florida in connection with a prior zoning approval granted pursuant to Resolution No. CZAB9-26-01, passed and adopted by the Miami-Dade County Community Zoning Appeals Board 9 on October 3, 2001, both of which became moot following the Original Zoning Approval and which have subsequently been deemed moot by a

determination of the City Planning Director in accordance with Section 53-559(2) of the City's Land Development Code;

WHEREAS, the City of Doral incorporated on June 24, 2003 and jurisdiction over planning and zoning matters was subsequently transferred from Miami-Dade County to the City on or about 2004;

WHEREAS, the City approved a modification to the development approvals for the Property and accepted a modification of one of the recorded Declaration of Restrictions proffered in the form of an Amended and Restated Declaration of Restrictive Covenants instrument was accepted by the City pursuant to Resolution No. Z05-39 but was not recorded in the public records, which placed certain modified restrictions and conditions on the development of the Property; and

WHEREAS, the City Council of the City of Doral (the "Council") passed and adopted Resolution No. 13-34 approving a second amendment and restatement of the above referenced declaration of restrictions, as modified, as a Second Amended and Restated Declaration of Restrictions, which instrument effectuated a release of all prior declarations of restrictions described hereinabove and was subsequently recorded in Official Records Book 28578 at Page 2545 of the Public Records of Miami-Dade County, Florida;

WHEREAS, the Owners subsequently sought certain modifications to the development approvals on the Original TND Parcel, including an expansion to incorporate the East Parcel into the Landmark at Doral TND;

WHEREAS, on November 27, 2013, the Council passed and adopted Ordinance No. 2013-29, approving an amendment to the City's Comprehensive Plan Future Land Use Map to

redesignate the East Parcel from "Industrial" to "Traditional Neighborhood Development";

WHEREAS, on November 27, 2013, the Council passed and adopted Ordinance No. 2013-30, approving a rezoning of the East Parcel to Traditional Neighborhood Development District in order to incorporate these lands into the Landmark at Doral TND;

WHEREAS, the Landmark at Doral TND subject property now consists of +/-113.15 acres of land that includes the North Parcel, East Parcel, South Parcel, and CDD Parcel (the "TND Parcel"), which is more particularly described in the attached Exhibit "C;" and

WHEREAS, on November 27, 2013, the Council passed and adopted Resolution No. 13-130, approving a modification of the Landmark at Doral TND for the North Parcel and East Parcel, and Resolution No. 13-131, approving a modification of the Landmark at Doral TND for the South Parcel (collectively, the "Ordinances") and, as such, approved a third amendment and restatement of the above referenced declaration of restrictions, as modified, as the Third Amended and Restated Declaration of Restrictions pursuant to this instrument and which instrument shall effectuate a release of all prior declarations of restrictions pursuant to Paragraph 21 herein.

**NOW, THEREFORE,** IN ORDER TO ASSURE the City of Doral that the representations made by the Owners during its consideration of the Ordinances will be abided by, the Owners freely, voluntarily, and without duress, hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct, and incorporated herein, and are made a part hereof for all purposes.
2. **Site Plan.** The TND Parcel shall be developed substantially in accordance with the plans entitled "Landmark at Doral," as prepared by CVV and Partners, dated July 15, 2005

consisting of 41 sheets, "Landmark at Doral North," as prepared by Valle & Valle, dated March 28, 2013 and revised August 9, 2013 and landscape plans prepared by Witkin Hults Design Group dated August 8, 2013; "Landmark at Doral East," as prepared by Valle & Valle, dated December 19, 2013 and landscape plans prepared by Witkin Hults Design Group dated December 18, 2013; and "Landmark at Doral South," as prepared by Valle & Valle, dated May 8, 2013 and revised October 22, 2013 and pursuant to Resolution No. 13-131 (collectively, the "Site Plan"), said site plans being on-file with the City of Doral and by reference made a part of this Declaration. The development of the Property may include, but in no way be limited to, a modern aesthetic as an option for the project's architectural elevation style.

As depicted on the Site Plan, those portions of the North Parcel and East Parcel that include the "Rowhouse" land use category, except for drive aisles, parking areas, and side yards, will be surrounded by a twenty-five foot (25') wide landscape buffer (the "Buffer"). The Buffer shall consist of (i) a three foot (3') high sodded earthen berm; (ii) two (2) staggered rows of trees, sixteen feet (16') to eighteen feet (18') high at the time of planting, consisting of such species as may be approved by the Planning and Zoning Department, and planted twenty-five feet (25') on center; and (iii) a hedge, consisting of such species as may be approved by the Planning and Zoning Department and planted at a height of three feet (3') at time of planting, and maintained at a height of at least six feet (6'). The Buffer shall be installed prior to the issuance of a certificate of occupancy for any dwelling unit within the "Rowhouse" land use category. The species, size and location of all landscaping within the portions of the Buffer that lie within the Florida

Power and Light (FP&L) transmission easement shall be subject to the approval of FP&L.

3. **Modifications to the Site Plan.** The Site Plan may be modified from time to time in accordance with Section 68-474 of the City's Land Development Code. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department.
4. **Development Schedule.** The TND Parcel shall be developed substantially in accordance with the Development Schedule, indicating the approximate date(s) when construction of the TND Parcel and phases thereof (including the mix of residential and non-residential uses) will be initiated and completed, which is attached hereto as Exhibit "D." Notwithstanding the foregoing, the dates in the Development Schedule intended are only as a guide for phasing, and will not be enforced by the City as strict deadlines for construction.
5. **Development of the Industrial Parcel.** Heavy industrial uses, such as manufacturing operations, warehouses, mini-warehouses, distribution centers, merchandise marts, utility maintenance yards, and utility plants, shall not be permitted on the Industrial Parcel. Notwithstanding the foregoing, if the Industrial Parcel is ever re-designated and rezoned by the City Council to allow other land uses, this Paragraph shall be deemed void and of no further force and effect.
6. **Residential Unit Types Within East Parcel.** The residential dwelling units to be developed on the East Parcel shall be "rowhouses," consistent with Section 68-507 of the City of Doral Land Development Code. However, no residential uses shall be developed

inside that certain northeastern portion of the East Parcel located within a five hundred foot (500') radius of the adjacent resource recovery facility, as set forth by the Future Land Use Element of the City of Doral Comprehensive Plan.

7. **Landscape Buffer On N.W. 102 Avenue.** The Owners of the East Parcel shall install a twenty foot (20') wide landscape buffer along the east property line of the East Parcel abutting N.W. 102 Avenue. The landscape buffer shall include trees at a minimum height of twelve feet (12') at time of planting, a continuous hedge, and a six foot (6') high masonry wall. The landscape buffer shall be installed prior to the issuance of the first certificate of occupancy for any residential unit on the East Parcel.
8. **Other Uses Permitted Within East Parcel.** This Declaration shall not prohibit non-residential uses within the East Parcel as may be permitted in accordance with the Traditional Neighborhood Development land use category of the City's Comprehensive Plan Land Use Element and the Traditional Neighborhood Development district regulations of the City's Land Development Code. However, no commercial uses shall be permitted within the East Parcel.
9. **Maintenance.** Each of the Owners shall provide for the maintenance of all common areas and private roadways within its portion of the TND Parcel through the establishment of one or more of the following: Residential Homeowners' Association, Property Owners' Association, Special Taxing District, and/or the CDD.
10. **Child-Care Building.** The Owners shall have the right, but not the obligation to provide a one or more buildings for child-care use within the TND Parcel pursuant to Section 68-505 of the City's Land Development Code.



11. **Meeting Hall.** Each of the Owners shall provide a meeting hall within its portion of the TND Parcel pursuant to Section 68-505 of the City's Land Development Code. The meeting hall use may be located within a clubhouse, congregation hall, green space, or other appropriate civic use pursuant to Section 68-505(1)(a) of the City's Land Development Code. The meeting hall indicated on the Site Plan may be relocated to any civic parcel within the same TND Parcel in accordance with Paragraph 3 of this Declaration. Each meeting hall shall be open and made available for use prior to the issuance by the City of fifty percent (50%) of the certificates of occupancy for the residential units to be built within each of the parcels.
  
12. **Notification of Proximity of Solid Waste Facility, Acknowledgment, Waiver and Release.** The Owners, if applicable, shall provide to each of their prospective purchasers or lessees within each of their parcels with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Owners, if applicable, shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Owner shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Owners' obligation to provide said notification and the form of notification pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Exhibit "E" to this Declaration.
  
13. **Notification of Proximity of Industrial Zoning District, Acknowledgment and Waiver.** The Owners, their successors, and assigns shall provide to each of their prospective purchasers or lessees of a residential unit, shopfront, or workshop unit that is

located within five hundred feet (500') of industrially zoned or developed property a written notice, acknowledgment and waiver (the "Industrial Notice") recognizing that such residential, shopfront or workshop unit is located within five hundred feet (500') of property where industrial uses are permitted and/or property that is improved with industrial development. The Industrial Notice shall be included in the purchase and sale contract or lease agreement for each such unit or shop, and shall be substantially in the form attached as Exhibit "F" to this Declaration.

14. **Reservation of Library Site.** As depicted on the Site Plan for the South Parcel, as may be amended, the Owner of the South Parcel shall make available on the South Parcel sufficient space to accommodate (i) 10,000 square feet for library use or any other civic use, as defined in Section 68-505 of the City's Land Development Code; and (ii) an adjacent area to accommodate sufficient parking for such 10,000 square foot library or other civic use, as defined in 68-505 of the City's Land Development Code, as required under the Code (collectively, the "Library") for future conveyance or lease to the City, which shall have the right of first refusal of the acceptance of the Library, or to Miami-Dade County pursuant to the terms of a mutually acceptable agreement for conveyance or lease. The conveyance or lease of the Library shall take place pursuant to terms and conditions mutually agreed upon by the City or Miami-Dade County and the Owners, at a price not to exceed fair market value, which terms and conditions shall be set forth in a separate instrument. However, the acceptance of this Declaration shall in no way obligate the City or Miami-Dade County to enter into a purchase and sale or lease agreement for the Library. In the event (i) the City or Miami-Dade County elect not to purchase or lease the Library within 120 days of receipt of a written offer from the Owner

of the South Parcel, then the Library may be developed for any other commercial use permitted under the applicable provisions of the City's Land Development Code, provided that civic uses on the South Parcel, including those described in this Paragraph and Paragraphs 10 and 11, shall constitute a minimum of 0.23 acres of the gross area of the South Parcel as indicated on the site plan entitled "Landmark at Doral South," as prepared by Valle & Valle, dated May 8, 2013 and revised October 22, 2013 with comments pending pursuant to that certain correspondence dated December 3, 2013 issued by the City Planning and Zoning Director.

15. **Noise Level Reduction.** All of the residential dwelling units within the TND Parcel shall incorporate at least a 25 decibel (db) Noise Level Reduction (NLR) into the design/construction of said structures.
16. **Commercial Deliveries.** All commercial deliveries and trash pick-up for commercial uses within the Property shall be restricted to between the hours of 7:00a.m. and 9:00p.m.
17. **Stormwater Retention.** The Owners acknowledge that the City may have a future need for off-site stormwater retention in connection with a new public facility that will be located in close proximity to the Property. In the event the City cannot accommodate its stormwater retention needs for the new public facility on its own lands, the Owners may enter into an agreement with the City to allow the City to use the existing stormwater retention area within the Industrial Parcel. Said agreement shall set forth terms for the Owners to provide stormwater retention within the Industrial Parcel, if extra storage capacity is available within the Industrial Parcel's existing stormwater retention area, for the City's new public facility at no cost or adverse effect to the Owners. In the event that adequate stormwater retention capacity is not available for the City's use within the

Industrial Parcel, the agreement shall provide that the City shall have the right to modify the existing Army Corps of Engineers, South Florida Water Management District, and Miami-Dade County Department of Regulatory and Economic Resources - DERM permits to increase the stormwater retention storage capacity within the Industrial Parcel, provided that said modification is at no cost to Owners and does not create any adverse effect for the Owners. The agreement shall further provide that the City shall be responsible for all hard and soft costs associated with the construction of all infrastructure improvements related to the additional capacity and stormwater delivery systems to the designated stormwater retention area within the Industrial Parcel. The City agrees that it shall be responsible for its pro-rata share of costs required to maintain the stormwater retention area within the Industrial Parcel that it uses.

18. **Construction and Widening of N.W. 102 Avenue and N.W. 107 Avenue.** The Owners or their predecessors in title agreed to dedicate and improve two (2) lanes of N.W. 107 Avenue, from N.W. 58 Street to theoretical N.W. 67 Street, resulting in the widening of N.W. 107 Avenue from two (2) to four (4) lanes in accordance with the procedures and requirements, and subject to the approval, of the City, both of which have been completed as of the date of the execution of this Declaration. The obligation to build two (2) lanes of N.W. 102 Avenue, from N.W. 62 Street to theoretical N.W. 67 Street and the widening of N.W. 107 Avenue have been completed. The Owners have no additional obligations under this Paragraph.
19. **Traffic Signal Contribution.** Prior to the issuance of a final certificate of occupancy for any dwelling unit within the East Parcel, the Owners shall post a bond in the amount equivalent to fifty percent (50%) of the cost of the installation of a traffic signal at the

intersection of NW 66 Street and NW 102 Avenue (the "Signal Contribution"), which bond shall be in effect for a period of one (1) year from the date of the posting of said bond. Prior to the issuance of the first certificate of occupancy for the East Parcel, the Owner of the East Parcel shall prepare and submit to the City's and County's Public Works Departments a traffic signal warrant study for a traffic signal at the intersection of NW 66 Street at NW 102 Avenue. If the traffic signal is determined by the City to be warranted, the City may draw on the bond for the Signal Contribution and cause the installation of the signal. In the event the City determines that a traffic signal is not warranted at this intersection, the City shall return the Signal Contribution to the Owner, the Owner shall be forever released from this obligation, and this Paragraph shall be of no further force and effect. The terms of this Paragraph are only applicable in the event a signal contribution requirement is not imposed by the City or Miami-Dade County during the platting process for the East Parcel.

20. **Semi-Annual Report.** The Owners shall semi-annually prepare and submit to the Director of the Planning and Zoning Department, a sworn report based upon personal knowledge to include the following:
- a) A summary comparison of the development activity proposed under the Site Plan (and any approved amendments to the Site Plan) and the development activity conducted for the year for each of their parcels.
  - b) A listing of undeveloped tracts of land, other than individual residential lots, that have been sold to a separate entity or developer within each of their parcels.
  - c) A statement that the Owners have complied with the conditions of the Resolution and the provisions of this Declaration as they apply to each of their parcels. The

Owners shall prepare and submit the semi-annual report as provided herein on December 30 and June 30 of each year for a period of ten (10) years.

21. **Prior Agreements.** Upon the execution of this Declaration, the Second Amended and Restated Declaration of Restrictions recorded in the Public Records of Miami-Dade County in Official Records Book 28578 at Page 2545, that certain Declaration of Restrictions was recorded on a portion of the Property in Official Records Book 20349 at Page 1898 of the Public Records of Miami-Dade County, Florida, and all previously unreleased and/or unrecorded modifications and amendments to the declarations of restrictions referenced herein are hereby and expressly automatically terminated by mutual consent of the parties to that agreement or by their successors in interest and shall be of no further force and effect.
22. **Parking Garage on the South Parcel.** There presently exists a partially completed 955 space multi-level parking garage (the "Parking Garage") on the South Parcel. The Owner of the Parking Garage shall ensure that a sufficient amount of parking spaces in the Parking Garage will be made available to the residents or tenants of the residential units constructed on the South Parcel in order to meet the parking requirement imposed by the City of Doral as set forth in Section 77-139 of the City's Land Development Code.
23. **Miscellaneous.**
  - a) **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral, 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 Owners shall constitute a covenant running with the land and shall be recorded, at the Owners' expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, and their 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 benefit of the City of Doral and 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 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 TND Parcel and the Industrial Parcel 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 of Doral.
- 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 the TND Parcel and/or the Industrial Parcel including joinders of all mortgagees, if any. However, where the TND Parcel and/or the Industrial Parcel, or any portions thereof, are governed by a condominium, homeowners' or property owners'

association, the president of the association, or his/her designee, may execute the written instrument for the modification, amendment, or release on behalf of the individual property owners within the association. Said modification, amendment, or release shall also be approved by the City Council of the City of Doral, or under some other procedure permitted under the City's Land Development Code, whichever by law has jurisdiction over such matters. Should this Declaration of Restrictions be so modified, amended, or released, the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officers, 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 City of Doral 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 of Doral 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 TND Parcel or the Industrial Parcel or any portion thereof, pursuant to a lawful permit issued by the City of Doral, 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. However, the invalidation of a material covenant shall entitle the City of Doral to initiate proceedings to seek to revoke any approval that was predicated upon the invalidated covenant.
- j) **Recording.** This Declaration shall be recorded in the Public Records of Miami-Dade County, at the cost of the Owners, following the adoption by the City Council of the Resolution.



IN WITNESS WHEREOF, Landmark at Doral Holdings, LLC, has caused these present to be signed in its name on this 26th day of February, 2014.

**WITNESSES:**

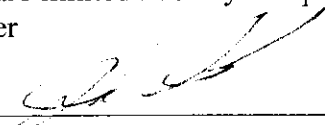
**Landmark at Doral Holdings, LLC**  
a Florida limited liability company

By: Florida Prime Holdings, LLC a Delaware limited liability company, its sole member

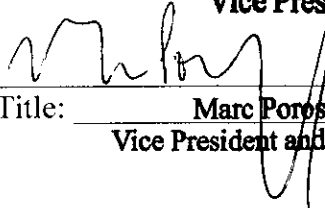
Margaret Ficano  
Witness

By: WCP Doral Holdings, LLC a Delaware limited liability company, its managing Member

Margaret Ficano  
Printed Name

By:   
Name/Title: Jordan Socaransky  
**Vice President**

Noreen Keegan  
Witness

By:   
Name/Title: Marc Porosoff  
**Vice President and Secretary**

Noreen Keegan  
Printed Name

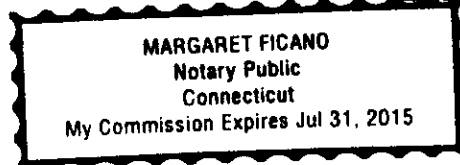
STATE OF Connecticut )  
 ) SS:  
COUNTY OF Fairfield )

BEFORE ME, personally appeared Jordan Socaransky and Marc Porosoff of WCP DORAL HOLDINGS, LLC, a Delaware limited liability company, managing member of FLORIDA PRIME HOLDINGS, LLC, a Delaware limited liability company, sole member of LANDMARK AT DORAL HOLDINGS, LLC, a Florida limited liability company, this 26th day of February, 2014, and he acknowledged to and before me that he executed the same for the purpose therein. Personally known \_\_\_ or produced \_\_\_ as identification and who did (not) take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 26th day of February, 2014 A.D.

(NOTARY SEAL)

Margaret Ficano  
Signature of Notary Public  
Printed Name: Margaret Ficano  
Commission Expires: 7-31-15  
Commission Number: 125929





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Tracts 41, 42, 43 and 44, less the East 865 feet thereof; together with the West 739.33 feet of Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION, of Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, less all road right of way of records, and less that portion of Tracts 41, 42, 43, 44 and 45 deceded to Lennar Homes Inc., by Special Warranty Deed dated August 23, 1996, and recorded in Official Records Book 17336, at Page 0459, and all exhibits and amendments thereof, of the Public Records of Miami-Dade County, Florida.

&

Tracts 24, 25, 33, 34, 35, 36, Tract 45, less the West 739.33 feet thereof, and Tracts 46, 47, less the West 35 feet thereof, and Tract 48, less the West 35 feet and the North 35 feet thereof, all in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1; in Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE NORTH PARCEL, SOUTH PARCEL,  
EAST PARCEL, AND INDUSTRIAL PARCEL

NORTH PARCEL:

PARCEL A

Tracts 24, 25, 33, 34, 35, 36, 45, 46, 47 and 48; LESS all the Roads Right-of-Ways of record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, which lies within the West ½ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the East 415.00 feet of Tracts 24, 33, 34, 35 and 36, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, lying and being in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; and LESS that portion of Tract 45 deeded to Miami-Dade County by Special Warranty Deed recorded September 3, 1996 in Official Records Book 17746 Page 2223, LESS those portions of Tracts 47 and 48 deeded to County of Dade in Deed Book 3383, Page 582, of the Public Records of Miami-Dade County, Florida.

AND LESS:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS:

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest ¼ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

**EXHIBIT "B" (continued)**

TOGETHER WITH:

PARCEL B

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest  $\frac{1}{4}$  of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S  $01^{\circ}43'09''$  E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N  $89^{\circ}40'03''$  E along the North line of said Tract 25 for 690.19 feet; thence S  $00^{\circ}19'51''$  E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N  $89^{\circ}40'03''$  E for 301.52 feet; thence S  $00^{\circ}19'51''$  E for 92.18 feet; thence N  $89^{\circ}40'09''$  E for 18.00 feet; thence S  $00^{\circ}19'51''$  E for 128.67 feet; thence S  $89^{\circ}40'09''$  W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N  $47^{\circ}51'32''$  E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of  $96^{\circ}22'46''$  for a distance of 100.93 feet to a point on a non-tangent line; thence S  $89^{\circ}40'09''$  W for 129.49 feet; thence N  $00^{\circ}19'51''$  W for 128.67 feet; thence N  $89^{\circ}40'09''$  E for 18.00 feet; thence N  $00^{\circ}19'51''$  W for 92.17 feet to the POINT OF BEGINNING.

The above containing approximately 51.50 acres, more or less.

**EXHIBIT "B" (continued)**

**SOUTH PARCEL:**

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

The West 739.33 feet of Tracts 41, 42, 43 and 44, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, In Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

And together with:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS all Road Right-of-Ways of record, and LESS that portion of Tracts 41, 42, 43 and 44 deeded to Miami-Dade County by Special Warranty Deed recorded August 23, 1996 in Official Records Book 17746, Page 2223, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

A portion of Lots 41, 42, 43, 44 and 45 of the plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the said Section 17; thence North 01°43'10" West along the West line of said Section 17 for 35.01 feet to a point on a line that is 35.00 feet North of, and parallel with, the South line of said Section 17; thence North 89°40'51" East along said line that is 35.00 feet North of, and parallel with, the South line of Section 17 for 35.01 feet to a point on a line that is 35.00 feet East of, and parallel with, the said West line of Section 17, said point being the intersection of the existing North Right-of-Way line of N.W. 58th Street and the existing East Right-of-Way line of N.W. 107th Avenue, said point also being the POINT OF BEGINNING of the additional Right-of-Way herein described; thence from the above established POINT OF BEGINNING, run North 01°43'10" West along the said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 294.91 feet to its intersection with the North line of said Tract 41; thence South 89°40'46" West along the said North line of Tract 41 for 20.01 feet to the Northwest corner of said Tract 41, said point lying on the East line of the 15 foot wide Right-of-Way, as said Right-of-Way is shown on said plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 329.92 feet to the Northwest corner of said Tract 42; thence North 89°40'41" East along the North line of said Tract 42 for 20.01 feet to a point on said line that is 35.00 feet East of, and parallel with, the West line of Section 17, said line also being the existing East Right-of-



**EXHIBIT "B" (continued)**

Way line of N.W. 107th Avenue; thence North 01°43'10" West along said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 329.92 feet to its intersection with the North line of said Tract 43; thence South 89°40'36" West along the said North line of Tract 43 for 20.01 feet to the Northwest corner of said Tract 43, said point lying on the said East line of the 15 foot wide Right-of-Way; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 659.84 feet to the Northwest corner of said Tract 45; thence North 89°40'25" East along the North line of said Tract 45 for 25.01 feet to a point on a line that is 40.00 feet East of, and parallel with said West line of Section 17; thence South 01°43'10" East along said line that is 40.00 feet East of, and parallel with, the West line of Section 17 for 1,545.19 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle 88°35'59" for an arc distance of 38.66 feet to the point of tangency; thence North 89°40'51" East for 18.18 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 1,175.92 feet and a central angle of 9°44'44" for an arc distance of 200.01 feet to the point of tangency; thence South 80°34'25" East for 100.00 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 769.43 feet and a central angle of 05°19'41" for an arc distance of 71.55 feet to a point on a line that is 450.00 feet East of, and parallel with, the said West line of Section 17; thence South 01°43'10" East along the said line that is 450.00 feet East of, and parallel with, the West line of Section 17 for 2.29 feet to a point on the aforesaid line that is 35.00 feet North of, and parallel with, the South line of Section 17, said line also being the existing North Right-of-Way line of N.W. 58th Street; thence South 89°40'51" West along the said line that is 35.00 feet North of, and parallel with, the South line of Section 17 and along the said existing North Right-of-Way line of N.W. 58th Street for 415.12 feet to the POINT OF BEGINNING.

LESS:

That portion of the land owned by LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, as recorded in Official Records Book (ORB) 24054, at Page 603, of the Public Records of Miami-Dade County, Florida, being described as follows:

A parcel of land lying in Tracts 41, 42, 43, and 44 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the S.W. corner of Section 17, Township 53 South, Range 40 East, thence run North 89°40'51" East, along the South line of Section 17, Township 53 South, Range 40 East, for a distance of 523.63 feet, thence run North 01°43'10" West for a distance of 35.01 feet to the POINT OF BEGINNING. Said point being the point of beginning of a 48.00 foot wide roadway Right-of-Way acquisition lying 24.00 feet on each side of the following described centerline (Shortening or extending the sidelines thereof, as to create a continuous strip of land) of the parcel of land hereinafter described; thence continue North 01°43'10" West, for a distance of

**EXHIBIT "B" (continued)**

1227.23 feet to the Point of Termination; said point also being the point of beginning of a 42.00 foot wide roadway Right-of-Way acquisition lying 21.00 feet on each side of the following described centerline (shortening or extending the sidelines thereof, so as to create a continuous strip of land) of the parcel of land hereinafter to be described; said point also being the continuation of the aforementioned parcel and the beginning of a curve concave to the east having a radius of 175.76 feet; thence North, Northeasterly for a distance of 58.33 feet along said curve through a central angle of 19°00'58" to the point of termination of said centerline.

**EAST PARCEL:**

The East 415.00 feet of Tracts 33, 34, 35 and 36 of "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1", according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the North 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

The above containing approximately 11.98 acres, more or less.

**INDUSTRIAL PARCEL:**

The East 415.00 feet of Tract 24 of "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1", according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the South 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

The above containing approximately 2.89 acres, more or less, (lying north of NW 66 St.).

EXHIBIT "C"

LEGAL DESCRIPTION OF THE TND PARCEL:

**NORTH PARCEL:**

PARCEL A

Tracts 24, 25, 33, 34, 35, 36, 45, 46, 47 and 48; LESS all the Roads Right-of-Ways of record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, which lies within the West ½ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the East 415.00 feet of Tracts 24, 33, 34, 35 and 36, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, lying and being in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; and LESS that portion of Tract 45 deeded to Miami-Dade County by Special Warranty Deed recorded September 3, 1996 in Official Records Book 17746 Page 2223, LESS those portions of Tracts 47 and 48 deeded to County of Dade in Deed Book 3383, Page 582, of the Public Records of Miami-Dade County, Florida.

AND LESS:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS:

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest ¼ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

EXHIBIT "C" (continued)

AND LESS AND EXCEPT the portion of the property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

PARCEL B

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest  $\frac{1}{4}$  of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT the portion of the property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603, of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "C" (continued)**

**TOGETHER WITH THE SOUTH PARCEL:**

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

The West 739.33 feet of Tracts 41, 42, 43 and 44, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, In Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

And together with:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS all Road Right-of-Ways of record, and LESS that portion of Tracts 41, 42, 43 and 44 deeded to Miami-Dade County by Special Warranty Deed recorded August 23, 1996 in Official Records Book 17746, Page 2223, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

A portion of Lots 41, 42, 43, 44 and 45 of the plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the said Section 17; thence North 01°43'10" West along the West line of said Section 17 for 35.01 feet to a point on a line that is 35.00 feet North of, and parallel with, the South line of said Section 17; thence North 89°40'51" East along said line that is 35.00 feet North of, and parallel with, the South line of Section 17 for 35.01 feet to a point on a line that is 35.00 feet East of, and parallel with, the said West line of Section 17, said point being the intersection of the existing North Right-of-Way line of N.W. 58th Street and the existing East Right-of-Way line of N.W. 107th Avenue, said point also being the POINT OF BEGINNING of the additional Right-of-Way herein described; thence from the above established POINT OF BEGINNING, run North 01°43'10" West along the said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 294.91 feet to its intersection with the North line of said Tract 41; thence South 89°40'46" West along the said North line of Tract 41 for 20.01 feet to the Northwest corner of said Tract 41, said point lying on the East line of the 15 foot wide Right-of-Way, as said Right-of-Way is shown on said plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 329.92 feet to the Northwest corner of said Tract 42; thence North 89°40'41" East along the North line of said Tract 42 for 20.01 feet to a point on said line that is 35.00 feet East of, and parallel with, the West line of Section 17, said line also being the existing East Right-of-

**EXHIBIT "C" (continued)**

Way line of N.W. 107th Avenue; thence North  $01^{\circ}43'10''$  West along said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 329.92 feet to its intersection with the North line of said Tract 43; thence South  $89^{\circ}40'36''$  West along the said North line of Tract 43 for 20.01 feet to the Northwest corner of said Tract 43, said point lying on the said East line of the 15 foot wide Right-of-Way; thence North  $01^{\circ}43'10''$  West along the said East line of the 15 foot wide Right-of-Way for 659.84 feet to the Northwest corner of said Tract 45; thence North  $89^{\circ}40'25''$  East along the North line of said Tract 45 for 25.01 feet to a point on a line that is 40.00 feet East of, and parallel with said West line of Section 17; thence South  $01^{\circ}43'10''$  East along said line that is 40.00 feet East of, and parallel with, the West line of Section 17 for 1,545.19 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle  $88^{\circ}35'59''$  for an arc distance of 38.66 feet to the point of tangency; thence North  $89^{\circ}40'51''$  East for 18.18 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 1,175.92 feet and a central angle of  $9^{\circ}44'44''$  for an arc distance of 200.01 feet to the point of tangency; thence South  $80^{\circ}34'25''$  East for 100.00 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 769.43 feet and a central angle of  $05^{\circ}19'41''$  for an arc distance of 71.55 feet to a point on a line that is 450.00 feet East of, and parallel with, the said West line of Section 17; thence South  $01^{\circ}43'10''$  East along the said line that is 450.00 feet East of, and parallel with, the West line of Section 17 for 2.29 feet to a point on the aforesaid line that is 35.00 feet North of, and parallel with, the South line of Section 17, said line also being the existing North Right-of-Way line of N.W. 58th Street; thence South  $89^{\circ}40'51''$  West along the said line that is 35.00 feet North of, and parallel with, the South line of Section 17 and along the said existing North Right-of-Way line of N.W. 58th Street for 415.12 feet to the POINT OF BEGINNING.

LESS:

That portion of the land owned by LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, as recorded in Official Records Book (ORB) 24054, at Page 603, of the Public Records of Miami-Dade County, Florida, being described as follows:

A parcel of land lying in Tracts 41, 42, 43, and 44 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the S.W. corner of Section 17, Township 53 South, Range 40 East, thence run North  $89^{\circ}40'51''$  East, along the South line of Section 17, Township 53 South, Range 40 east, for a distance of 523.63 feet, thence run North  $01^{\circ}43'10''$  West for a distance of 35.01 feet to the POINT OF BEGINNING. Said point being the point of beginning of a 48.00 foot wide roadway Right-of-Way acquisition lying 24.00 feet on each side of the following described centerline (Shortening or extending the sidelines thereof, as to create a continuous strip of land) of the parcel of land hereinafter described; thence continue North  $01^{\circ}43'10''$  West, for a distance of

**EXHIBIT “C” (continued)**

1227.23 feet to the Point of Termination; said point also being the point of beginning of a 42.00 foot wide roadway Right-of-Way acquisition lying 21.00 feet on each side of the following described centerline (shortening or extending the sidelines thereof, so as to create a continuous strip of land) of the parcel of land hereinafter to be described; said point also being the continuation of the aforementioned parcel and the beginning of a curve concave to the east having a radius of 175.76 feet; thence North, Northeasterly for a distance of 58.33 feet along said curve through a central angle of 19°00'58" to the point of termination of said centerline.

**TOGETHER WITH THE EAST PARCEL:**

The East 415.00 feet of Tracts 33, 34, 35 and 36 of “FLORIDA FRUITLANDS COMPANY’S SUBDIVISION NO. 1”, according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the North 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

**TOGETHER WITH THE CDD PARCEL:**

That portion of property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603 of the Public Records of Miami-Dade County, Florida.

**EXHIBIT "D"**

*Approximate Development Schedule for TND Parcel*

	<i>PHASE I*</i>	<i>PHASE II*</i>	<i>PHASE III*</i>	<i>PHASE IV*</i>	<i>PHASE V*</i>	<i>PHASE VI*</i>
<b>Start Development No later than</b>	December 2013	December 2014	December 2015	December 2016	December 2017	December 2018
	<b><u>Units/Sq.Ft.</u></b>	<b><u>Units /Sq.Ft.</u></b>	<b><u>Units/Sq.Ft.</u></b>	<b><u>Units/Sq.Ft.</u></b>	<b><u>Units /Sq.Ft.</u></b>	<b><u>Units/Sq.Ft.</u></b>
<b><u>Rowhouse (Townhouse):</u></b>	81 units	81 units	80 units	80 units	80 units	80 units
<b><u>Rowhouse (Multi-family):</u></b>	178 units	178 units	178 units	178 units	178 units	178 units
<b><u>Shopfront and Workshop Commercial:</u></b>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.	30,000 sq. ft.	30,000 sq. ft.
<b><u>Civic Uses<sup>1</sup>:</u></b> Civic Center/ Library/Civic Use	Timing pursuant to Declaration.					
<b>TOTAL DEVELOPMENT consists of 1,550 dwelling units, up to 60,000 sq. ft. of commercial/office use, and 10,000 sq. ft. of civic uses</b>						

\* This schedule is an estimate of project phasing. The Owners reserve the right to commence construction earlier than anticipated by this schedule. Construction will be completed approximately within 24-36 months from the start of each phase. Subsequent phases will contain architectural features that shall be deemed compatible with the Site Plan elevations by the Director of the Planning and Zoning Department.

<sup>1</sup> The Civic Uses shall be constructed in accordance with Section 68-505 of the City's Land Development Code. The location of a library or other substitute civic use on the Property is contingent upon the execution of an agreement with the County or such other applicable governmental entity. In the event a library is located within the Property, it will be located within the commercial area provided in this schedule.



**EXHIBIT "E"**

**NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF  
PROXIMITY OF SOLID WASTE FACILITY**

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

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County and the City of Doral from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County, the City of Doral or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. 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.

**EXHIBIT "F"**

**Notification of Proximity to Industrial Zoning District, Acknowledgement and Waiver ("Industrial Notice")**

The purchasers [or lessees] and their successors and assigns are hereby made aware and hereby acknowledge that the Property is located within 500' feet of property where industrial uses are permitted and/or property that is improved with industrial development. As a result, the future occupants of the Property may be affected by odors, noise, dust or truck traffic generated by the industrial uses. Furthermore, by acknowledging this notice, the purchasers [or lessees], their successors and assigns, hereby agree not to object and waive any objection to industrial uses that may exist or may be permitted by the zoning classification of industrial parcels within 500' of the subject property in effect at the time of the execution of this acknowledgment.

The Director of the City of Doral, Planning and Zoning Department, does hereby effectuate and acknowledge the above Third Amended and Restated Declaration of Restrictions.

**CITY:**  
CITY OF DORAL, FLORIDA  
A Florida municipal corporation

ATTEST:

Barbara Herrera  
Barbara Herrera, City Clerk

By: [Signature]

Print Name: Julián H. Pérez

Title: Planning and Zoning Director

WITNESSES:

[Signature]  
Signature

Karina La Rosa  
Print Name

[Signature]  
Signature

Jennifer Laffita  
Print Name

This 7<sup>th</sup> day of April, 2014

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

[Signature]

Weiss, Serota, Helfman, Pastoriza  
Cole and Boniske  
City Attorney

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

The foregoing instrument was acknowledged before me this 7 day of April, 2014 by Julián H. Pérez, as Planning and Zoning Director of the City of Doral, a Florida municipal corporation, on behalf of the City. He/She is personally known to me or has produced \_\_\_\_\_ as identification, and acknowledged that he/ she did execute this instrument freely and voluntarily for the purposes stated herein.

My Commission Expires:

[Signature]  
Notary Public, State of Florida

Costanza Diaz  
Print Name





CFN 2014R0250773  
DR Bk 29100 Pgs 1468 - 1512; (45pgs)  
RECORDED 04/08/2014 12:22:36  
HARVEY RUVIN, CLERK OF COURT  
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Miguel Diaz de la Portilla, Esq.  
Address: Arnstein & Lehr, LLP  
200 South Biscayne Boulevard, Suite 3600  
Miami, FL 33131

(Space reserved for Clerk)

**THIRD AMENDED AND RESTATED  
DECLARATION OF RESTRICTIONS**

THIS THIRD AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made this 4<sup>th</sup> day of April, 2014, by Landmark at Doral Holdings, LLC, a Florida limited liability company ("Landmark"), and Lennar Homes, LLC, a Florida limited liability company ("Lennar"), (collectively, the "Owners"), in favor of the City of Doral, a municipal corporation of the State of Florida (the "City").

**WITNESSETH:**

WHEREAS, the Owners collectively hold the fee simple title to that certain +/-116.04 acre parcel of land located in the City of Doral, Florida, which is more particularly described in the attached Exhibit "A" (the "Property");

WHEREAS, a +/-25.83 acre portion of the Property was conveyed to the Landmark at Doral Community Development District (the "CDD") pursuant to a deed dated December 7, 2005, which lands are intended for use as Community Development District roads and common areas (the "CDD Parcel");

WHEREAS, the Property consists of four (4) parcels: 1) the +/-51.50 acre "North Parcel," owned by Lennar, and which is less those lands dedicated to the CDD, 2) the +/-23.84 acre "South Parcel," owned by Landmark, and which is less those lands dedicated to the CDD, 3) the +/-11.98 acre "East Parcel," owned by Landmark, and 4) the +/-2.89 acre "Industrial Parcel," owned by Landmark, which parcels are more particularly described in the attached Composite Exhibit "B;"

WHEREAS, the Property was originally approved as a Traditional Neighborhood Development (TND) on the North Parcel and South Parcel (+/-102 acres; the "Original TND Parcel") and the East Parcel was approved for IU-C (Industrial Conditional) District zoning under Miami-Dade County jurisdiction pursuant to Resolution No. CZAB9-14-03, passed and adopted by the Miami-Dade County Community Zoning Appeals Board 9 on June 12, 2003 (the "Original TND Approval");

WHEREAS, the former owners of the Property entered into and recorded that certain Declaration of Restrictions in Official Record Book 22020, Page 4136 of the Public Records of Miami-Dade County, Florida in connection with the Original Zoning Approval, which placed certain restrictions and conditions on the development of the Property;

WHEREAS, prior to the Original Zoning Approval, a Declaration of Restrictions was recorded on a portion of the Property in Official Records Book 20349 at Page 1898 of the Public Records of Miami-Dade County, Florida in connection with a prior zoning approval granted pursuant to Resolution No. CZAB9-26-01, passed and adopted by the Miami-Dade County Community Zoning Appeals Board 9 on October 3, 2001, both of which became moot following the Original Zoning Approval and which have subsequently been deemed moot by a

determination of the City Planning Director in accordance with Section 53-559(2) of the City's Land Development Code;

WHEREAS, the City of Doral incorporated on June 24, 2003 and jurisdiction over planning and zoning matters was subsequently transferred from Miami-Dade County to the City on or about 2004;

WHEREAS, the City approved a modification to the development approvals for the Property and accepted a modification of one of the recorded Declaration of Restrictions proffered in the form of an Amended and Restated Declaration of Restrictive Covenants instrument was accepted by the City pursuant to Resolution No. Z05-39 but was not recorded in the public records, which placed certain modified restrictions and conditions on the development of the Property; and

WHEREAS, the City Council of the City of Doral (the "Council") passed and adopted Resolution No. 13-34 approving a second amendment and restatement of the above referenced declaration of restrictions, as modified, as a Second Amended and Restated Declaration of Restrictions, which instrument effectuated a release of all prior declarations of restrictions described hereinabove and was subsequently recorded in Official Records Book 28578 at Page 2545 of the Public Records of Miami-Dade County, Florida;

WHEREAS, the Owners subsequently sought certain modifications to the development approvals on the Original TND Parcel, including an expansion to incorporate the East Parcel into the Landmark at Doral TND;

WHEREAS, on November 27, 2013, the Council passed and adopted Ordinance No. 2013-29, approving an amendment to the City's Comprehensive Plan Future Land Use Map to

redesignate the East Parcel from "Industrial" to "Traditional Neighborhood Development";

WHEREAS, on November 27, 2013, the Council passed and adopted Ordinance No. 2013-30, approving a rezoning of the East Parcel to Traditional Neighborhood Development District in order to incorporate these lands into the Landmark at Doral TND;

WHEREAS, the Landmark at Doral TND subject property now consists of +/-113.15 acres of land that includes the North Parcel, East Parcel, South Parcel, and CDD Parcel (the "TND Parcel"), which is more particularly described in the attached Exhibit "C;" and

WHEREAS, on November 27, 2013, the Council passed and adopted Resolution No. 13-130, approving a modification of the Landmark at Doral TND for the North Parcel and East Parcel, and Resolution No. 13-131, approving a modification of the Landmark at Doral TND for the South Parcel (collectively, the "Ordinances") and, as such, approved a third amendment and restatement of the above referenced declaration of restrictions, as modified, as the Third Amended and Restated Declaration of Restrictions pursuant to this instrument and which instrument shall effectuate a release of all prior declarations of restrictions pursuant to Paragraph 21 herein.

**NOW, THEREFORE, IN ORDER TO ASSURE** the City of Doral that the representations made by the Owners during its consideration of the Ordinances will be abided by, the Owners freely, voluntarily, and without duress, hereby agree as follows:

1. **Recitals.** The foregoing recitations are true and correct, and incorporated herein, and are made a part hereof for all purposes.
2. **Site Plan.** The TND Parcel shall be developed substantially in accordance with the plans entitled "Landmark at Doral," as prepared by CVV and Partners, dated July 15, 2005

consisting of 41 sheets, "Landmark at Doral North," as prepared by Valle & Valle, dated March 28, 2013 and revised August 9, 2013 and landscape plans prepared by Witkin Hults Design Group dated August 8, 2013; "Landmark at Doral East," as prepared by Valle & Valle, dated December 19, 2013 and landscape plans prepared by Witkin Hults Design Group dated December 18, 2013; and "Landmark at Doral South," as prepared by Valle & Valle, dated May 8, 2013 and revised October 22, 2013 and pursuant to Resolution No. 13-131 (collectively, the "Site Plan"), said site plans being on-file with the City of Doral and by reference made a part of this Declaration. The development of the Property may include, but in no way be limited to, a modern aesthetic as an option for the project's architectural elevation style.

As depicted on the Site Plan, those portions of the North Parcel and East Parcel that include the "Rowhouse" land use category, except for drive aisles, parking areas, and side yards, will be surrounded by a twenty-five foot (25') wide landscape buffer (the "Buffer"). The Buffer shall consist of (i) a three foot (3') high sodded earthen berm; (ii) two (2) staggered rows of trees, sixteen feet (16') to eighteen feet (18') high at the time of planting, consisting of such species as may be approved by the Planning and Zoning Department, and planted twenty-five feet (25') on center; and (iii) a hedge, consisting of such species as may be approved by the Planning and Zoning Department and planted at a height of three feet (3') at time of planting, and maintained at a height of at least six feet (6'). The Buffer shall be installed prior to the issuance of a certificate of occupancy for any dwelling unit within the "Rowhouse" land use category. The species, size and location of all landscaping within the portions of the Buffer that lie within the Florida



Power and Light (FP&L) transmission easement shall be subject to the approval of FP&L.

3. **Modifications to the Site Plan.** The Site Plan may be modified from time to time in accordance with Section 68-474 of the City's Land Development Code. Minor variations to the building placement, building style, and lot configuration may be approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department.
4. **Development Schedule.** The TND Parcel shall be developed substantially in accordance with the Development Schedule, indicating the approximate date(s) when construction of the TND Parcel and phases thereof (including the mix of residential and non-residential uses) will be initiated and completed, which is attached hereto as Exhibit "D." Notwithstanding the foregoing, the dates in the Development Schedule intended are only as a guide for phasing, and will not be enforced by the City as strict deadlines for construction.
5. **Development of the Industrial Parcel.** Heavy industrial uses, such as manufacturing operations, warehouses, mini-warehouses, distribution centers, merchandise marts, utility maintenance yards, and utility plants, shall not be permitted on the Industrial Parcel. Notwithstanding the foregoing, if the Industrial Parcel is ever re-designated and rezoned by the City Council to allow other land uses, this Paragraph shall be deemed void and of no further force and effect.
6. **Residential Unit Types Within East Parcel.** The residential dwelling units to be developed on the East Parcel shall be "rowhouses," consistent with Section 68-507 of the City of Doral Land Development Code. However, no residential uses shall be developed

inside that certain northeastern portion of the East Parcel located within a five hundred foot (500') radius of the adjacent resource recovery facility, as set forth by the Future Land Use Element of the City of Doral Comprehensive Plan.

7. **Landscape Buffer On N.W. 102 Avenue.** The Owners of the East Parcel shall install a twenty foot (20') wide landscape buffer along the east property line of the East Parcel abutting N.W. 102 Avenue. The landscape buffer shall include trees at a minimum height of twelve feet (12') at time of planting, a continuous hedge, and a six foot (6') high masonry wall. The landscape buffer shall be installed prior to the issuance of the first certificate of occupancy for any residential unit on the East Parcel.
8. **Other Uses Permitted Within East Parcel.** This Declaration shall not prohibit non-residential uses within the East Parcel as may be permitted in accordance with the Traditional Neighborhood Development land use category of the City's Comprehensive Plan Land Use Element and the Traditional Neighborhood Development district regulations of the City's Land Development Code. However, no commercial uses shall be permitted within the East Parcel.
9. **Maintenance.** Each of the Owners shall provide for the maintenance of all common areas and private roadways within its portion of the TND Parcel through the establishment of one or more of the following: Residential Homeowners' Association, Property Owners' Association, Special Taxing District, and/or the CDD.
10. **Child-Care Building.** The Owners shall have the right, but not the obligation to provide a one or more buildings for child-care use within the TND Parcel pursuant to Section 68-505 of the City's Land Development Code.

11. **Meeting Hall.** Each of the Owners shall provide a meeting hall within its portion of the TND Parcel pursuant to Section 68-505 of the City's Land Development Code. The meeting hall use may be located within a clubhouse, congregation hall, green space, or other appropriate civic use pursuant to Section 68-505(1)(a) of the City's Land Development Code. The meeting hall indicated on the Site Plan may be relocated to any civic parcel within the same TND Parcel in accordance with Paragraph 3 of this Declaration. Each meeting hall shall be open and made available for use prior to the issuance by the City of fifty percent (50%) of the certificates of occupancy for the residential units to be built within each of the parcels.
  
12. **Notification of Proximity of Solid Waste Facility, Acknowledgment, Waiver and Release.** The Owners, if applicable, shall provide to each of their prospective purchasers or lessees within each of their parcels with a written notification, acknowledgement, waiver, and release recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Owners, if applicable, shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Owner shall record the executed written notification, acknowledgement, waiver, and release in the Public Records of Miami-Dade County, Florida. The terms of the Owners' obligation to provide said notification and the form of notification pursuant to Section 53-184 of the Land Development Regulations and attached hereto as Exhibit "E" to this Declaration.
  
13. **Notification of Proximity of Industrial Zoning District, Acknowledgment and Waiver.** The Owners, their successors, and assigns shall provide to each of their prospective purchasers or lessees of a residential unit, shopfront, or workshop unit that is

located within five hundred feet (500') of industrially zoned or developed property a written notice, acknowledgment and waiver (the "Industrial Notice") recognizing that such residential, shopfront or workshop unit is located within five hundred feet (500') of property where industrial uses are permitted and/or property that is improved with industrial development. The Industrial Notice shall be included in the purchase and sale contract or lease agreement for each such unit or shop, and shall be substantially in the form attached as Exhibit "F" to this Declaration.

14. **Reservation of Library Site.** As depicted on the Site Plan for the South Parcel, as may be amended, the Owner of the South Parcel shall make available on the South Parcel sufficient space to accommodate (i) 10,000 square feet for library use or any other civic use, as defined in Section 68-505 of the City's Land Development Code; and (ii) an adjacent area to accommodate sufficient parking for such 10,000 square foot library or other civic use, as defined in 68-505 of the City's Land Development Code, as required under the Code (collectively, the "Library") for future conveyance or lease to the City, which shall have the right of first refusal of the acceptance of the Library, or to Miami-Dade County pursuant to the terms of a mutually acceptable agreement for conveyance or lease. The conveyance or lease of the Library shall take place pursuant to terms and conditions mutually agreed upon by the City or Miami-Dade County and the Owners, at a price not to exceed fair market value, which terms and conditions shall be set forth in a separate instrument. However, the acceptance of this Declaration shall in no way obligate the City or Miami-Dade County to enter into a purchase and sale or lease agreement for the Library. In the event (i) the City or Miami-Dade County elect not to purchase or lease the Library within 120 days of receipt of a written offer from the Owner

of the South Parcel, then the Library may be developed for any other commercial use permitted under the applicable provisions of the City's Land Development Code, provided that civic uses on the South Parcel, including those described in this Paragraph and Paragraphs 10 and 11, shall constitute a minimum of 0.23 acres of the gross area of the South Parcel as indicated on the site plan entitled "Landmark at Doral South," as prepared by Valle & Valle, dated May 8, 2013 and revised October 22, 2013 with comments pending pursuant to that certain correspondence dated December 3, 2013 issued by the City Planning and Zoning Director.

15. **Noise Level Reduction.** All of the residential dwelling units within the TND Parcel shall incorporate at least a 25 decibel (db) Noise Level Reduction (NLR) into the design/construction of said structures.
16. **Commercial Deliveries.** All commercial deliveries and trash pick-up for commercial uses within the Property shall be restricted to between the hours of 7:00a.m. and 9:00p.m.
17. **Stormwater Retention.** The Owners acknowledge that the City may have a future need for off-site stormwater retention in connection with a new public facility that will be located in close proximity to the Property. In the event the City cannot accommodate its stormwater retention needs for the new public facility on its own lands, the Owners may enter into an agreement with the City to allow the City to use the existing stormwater retention area within the Industrial Parcel. Said agreement shall set forth terms for the Owners to provide stormwater retention within the Industrial Parcel, if extra storage capacity is available within the Industrial Parcel's existing stormwater retention area, for the City's new public facility at no cost or adverse effect to the Owners. In the event that adequate stormwater retention capacity is not available for the City's use within the

Industrial Parcel, the agreement shall provide that the City shall have the right to modify the existing Army Corps of Engineers, South Florida Water Management District, and Miami-Dade County Department of Regulatory and Economic Resources - DERM permits to increase the stormwater retention storage capacity within the Industrial Parcel, provided that said modification is at no cost to Owners and does not create any adverse effect for the Owners. The agreement shall further provide that the City shall be responsible for all hard and soft costs associated with the construction of all infrastructure improvements related to the additional capacity and stormwater delivery systems to the designated stormwater retention area within the Industrial Parcel. The City agrees that it shall be responsible for its pro-rata share of costs required to maintain the stormwater retention area within the Industrial Parcel that it uses.

18. **Construction and Widening of N.W. 102 Avenue and N.W. 107 Avenue.** The Owners or their predecessors in title agreed to dedicate and improve two (2) lanes of N.W. 107 Avenue, from N.W. 58 Street to theoretical N.W. 67 Street, resulting in the widening of N.W. 107 Avenue from two (2) to four (4) lanes in accordance with the procedures and requirements, and subject to the approval, of the City, both of which have been completed as of the date of the execution of this Declaration. The obligation to build two (2) lanes of N.W. 102 Avenue, from N.W. 62 Street to theoretical N.W. 67 Street and the widening of N.W. 107 Avenue have been completed. The Owners have no additional obligations under this Paragraph.
19. **Traffic Signal Contribution.** Prior to the issuance of a final certificate of occupancy for any dwelling unit within the East Parcel, the Owners shall post a bond in the amount equivalent to fifty percent (50%) of the cost of the installation of a traffic signal at the

intersection of NW 66 Street and NW 102 Avenue (the "Signal Contribution"), which bond shall be in effect for a period of one (1) year from the date of the posting of said bond. Prior to the issuance of the first certificate of occupancy for the East Parcel, the Owner of the East Parcel shall prepare and submit to the City's and County's Public Works Departments a traffic signal warrant study for a traffic signal at the intersection of NW 66 Street at NW 102 Avenue. If the traffic signal is determined by the City to be warranted, the City may draw on the bond for the Signal Contribution and cause the installation of the signal. In the event the City determines that a traffic signal is not warranted at this intersection, the City shall return the Signal Contribution to the Owner, the Owner shall be forever released from this obligation, and this Paragraph shall be of no further force and effect. The terms of this Paragraph are only applicable in the event a signal contribution requirement is not imposed by the City or Miami-Dade County during the platting process for the East Parcel.

20. **Semi-Annual Report.** The Owners shall semi-annually prepare and submit to the Director of the Planning and Zoning Department, a sworn report based upon personal knowledge to include the following:

- a) A summary comparison of the development activity proposed under the Site Plan (and any approved amendments to the Site Plan) and the development activity conducted for the year for each of their parcels.
- b) A listing of undeveloped tracts of land, other than individual residential lots, that have been sold to a separate entity or developer within each of their parcels.
- c) A statement that the Owners have complied with the conditions of the Resolution and the provisions of this Declaration as they apply to each of their parcels. The

Owners shall prepare and submit the semi-annual report as provided herein on December 30 and June 30 of each year for a period of ten (10) years.

21. **Prior Agreements.** Upon the execution of this Declaration, the Second Amended and Restated Declaration of Restrictions recorded in the Public Records of Miami-Dade County in Official Records Book 28578 at Page 2545, that certain Declaration of Restrictions was recorded on a portion of the Property in Official Records Book 20349 at Page 1898 of the Public Records of Miami-Dade County, Florida, and all previously unreleased and/or unrecorded modifications and amendments to the declarations of restrictions referenced herein are hereby and expressly automatically terminated by mutual consent of the parties to that agreement or by their successors in interest and shall be of no further force and effect.
22. **Parking Garage on the South Parcel.** There presently exists a partially completed 955 space multi-level parking garage (the "Parking Garage") on the South Parcel. The Owner of the Parking Garage shall ensure that a sufficient amount of parking spaces in the Parking Garage will be made available to the residents or tenants of the residential units constructed on the South Parcel in order to meet the parking requirement imposed by the City of Doral as set forth in Section 77-139 of the City's Land Development Code.
23. **Miscellaneous.**
  - a) **City Inspection.** As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral, 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 Owners shall constitute a covenant running with the land and shall be recorded, at the Owners' expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, and their 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 benefit of the City of Doral and 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 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 TND Parcel and the Industrial Parcel 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 of Doral.
- 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 the TND Parcel and/or the Industrial Parcel including joinders of all mortgagees, if any. However, where the TND Parcel and/or the Industrial Parcel, or any portions thereof, are governed by a condominium, homeowners' or property owners'

association, the president of the association, or his/her designee, may execute the written instrument for the modification, amendment, or release on behalf of the individual property owners within the association. Said modification, amendment, or release shall also be approved by the City Council of the City of Doral, or under some other procedure permitted under the City's Land Development Code, whichever by law has jurisdiction over such matters. Should this Declaration of Restrictions be so modified, amended, or released, the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department, or in the absence of such director or executive officers, 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 City of Doral 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 of Doral 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 TND Parcel or the Industrial Parcel or any portion thereof, pursuant to a lawful permit issued by the City of Doral, 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. However, the invalidation of a material covenant shall entitle the City of Doral to initiate proceedings to seek to revoke any approval that was predicated upon the invalidated covenant.
- j) **Recording.** This Declaration shall be recorded in the Public Records of Miami-Dade County, at the cost of the Owners, following the adoption by the City Council of the Resolution.

- k) **Acceptance.** The Owners acknowledge that the acceptance of this Declaration shall not obligate the City of Doral in any manner, nor shall it entitle the Owners to a favorable recommendation or the approval of any application, zoning or otherwise, and the City Council of City of Doral retains its full power and authority to deny each such application in whole or in part.
- l) **Owners.** The term "Owners," as defined herein, shall include the undersigned, their heirs, successors, and assigns.

**[EXECUTION PAGES FOLLOW]**



IN WITNESS WHEREOF, Landmark at Doral Holdings, LLC, has caused these present to be signed in its name on this 26th day of February, 2014.

**WITNESSES:**

**Landmark at Doral Holdings, LLC**  
a Florida limited liability company

By: Florida Prime Holdings, LLC a  
Delaware limited liability company, its sole  
member

By: WCP Doral Holdings, LLC a  
Delaware limited liability company, its managing  
Member

Margaret Ficano  
Witness

Margaret Ficano  
Printed Name

Noreen Keegan  
Witness

Noreen Keegan  
Printed Name

By: [Signature]  
Name/Title: Jordan Socaransky  
**Vice President**

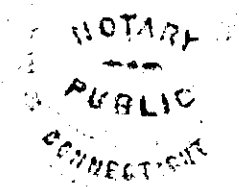
By: [Signature]  
Name/Title: Marc Porosoff  
**Vice President and Secretary**

STATE OF Connecticut )  
 ) SS:  
COUNTY OF Fairfield )

BEFORE ME, personally appeared Jordan Socaransky and Marc Porosoff, the  
of WCP DORAL HOLDINGS, LLC, a Delaware limited liability company, managing member  
of FLORIDA PRIME HOLDINGS, LLC, a Delaware limited liability company, sole member of  
LANDMARK AT DORAL HOLDINGS, LLC, a Florida limited liability company, this 26th  
day of February, 2014, and he acknowledged to and before me that he executed the  
same for the purpose therein. Personally known        or produced        as  
identification and who did (not) take an oath.

WITNESS my hand and seal in the County and State last aforesaid this 26th day of  
February, 2014 A.D.

(NOTARY SEAL) Margaret Ficano  
Signature of Notary Public  
Printed Name: Margaret Ficano  
Commission Expires: 7-31-15  
Commission Number: 125929



CONSENT BY LANDMARK AT DORAL  
COMMUNITY DEVELOPMENT DISTRICT

The undersigned, Landmark at Doral Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida, hereby consents to the foregoing instrument solely as owner of a portion of the subject property covered in the foregoing Third Amended and Restated Declaration of Restrictions, which are designated for roads and common areas. The Landmark at Doral Community Development District does not assume the obligations of the "Owners" under this Declaration.

IN WITNESS WHEREOF, Landmark at Doral Community Development District has caused these present to be signed in its name on this 7 day of March, 2014.

**WITNESSES:**

*Lily Gonzalez*  
Witness  
Lily Gonzalez  
Printed Name

*A*  
Witness  
Angel Rodriguez  
Printed Name

**Landmark at Doral Community Development  
District**

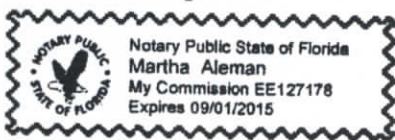
By: *[Signature]*  
Signature  
María Carolina Herrera  
Printed Name / Title

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

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

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of March, 2014, by María C. Herrera, as \_\_\_\_\_ of Landmark at Doral Community Development District, a local unit of special-purpose government organized and existing under the laws of the State of Florida. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:



*[Signature]*  
Notary Public – State of Florida  
Martha Aleman  
Printed Name

**MAR 07 2014**





**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

Tracts 41, 42, 43 and 44, less the East 865 feet thereof; together with the West 739.33 feet of Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION, of Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, at Page 17, of the Public Records of Miami-Dade County, Florida, less all road right of way of records, and less that portion of Tracts 41, 42, 43, 44 and 45 deeded to Lennar Homes Inc., by Special Warranty Deed dated August 23, 1996, and recorded in Official Records Book 17336, at Page 0459, and all exhibits and amendments thereof, of the Public Records of Miami-Dade County, Florida.

&

Tracts 24, 25, 33, 34, 35, 36, Tract 45, less the West 739.33 feet thereof, and Tracts 46, 47, less the West 35 feet thereof, and Tract 48, less the West 35 feet and the North 35 feet thereof, all in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1; in Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTIONS OF THE NORTH PARCEL, SOUTH PARCEL,  
EAST PARCEL, AND INDUSTRIAL PARCEL

NORTH PARCEL:

PARCEL A

Tracts 24, 25, 33, 34, 35, 36, 45, 46, 47 and 48; LESS all the Roads Right-of-Ways of record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, which lies within the West ½ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the East 415.00 feet of Tracts 24, 33, 34, 35 and 36, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, lying and being in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; and LESS that portion of Tract 45 deeded to Miami-Dade County by Special Warranty Deed recorded September 3, 1996 in Official Records Book 17746 Page 2223, LESS those portions of Tracts 47 and 48 deeded to County of Dade in Deed Book 3383, Page 582, of the Public Records of Miami-Dade County, Florida.

AND LESS:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS:

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest ¼ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

EXHIBIT "B" (continued)

TOGETHER WITH:

PARCEL B

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest ¼ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

The above containing approximately 51.50 acres, more or less.

**EXHIBIT "B" (continued)**

**SOUTH PARCEL:**

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

The West 739.33 feet of Tracts 41, 42, 43 and 44, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, In Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

And together with:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS all Road Right-of-Ways of record, and LESS that portion of Tracts 41, 42, 43 and 44 deeded to Miami-Dade County by Special Warranty Deed recorded August 23, 1996 in Official Records Book 17746, Page 2223, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

A portion of Lots 41, 42, 43, 44 and 45 of the plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the said Section 17; thence North 01°43'10" West along the West line of said Section 17 for 35.01 feet to a point on a line that is 35.00 feet North of, and parallel with, the South line of said Section 17; thence North 89°40'51" East along said line that is 35.00 feet North of, and parallel with, the South line of Section 17 for 35.01 feet to a point on a line that is 35.00 feet East of, and parallel with, the said West line of Section 17, said point being the intersection of the existing North Right-of-Way line of N.W. 58th Street and the existing East Right-of-Way line of N.W. 107th Avenue, said point also being the POINT OF BEGINNING of the additional Right-of-Way herein described; thence from the above established POINT OF BEGINNING, run North 01°43'10" West along the said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 294.91 feet to its intersection with the North line of said Tract 41; thence South 89°40'46" West along the said North line of Tract 41 for 20.01 feet to the Northwest corner of said Tract 41, said point lying on the East line of the 15 foot wide Right-of-Way, as said Right-of-Way is shown on said plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 329.92 feet to the Northwest corner of said Tract 42; thence North 89°40'41" East along the North line of said Tract 42 for 20.01 feet to a point on said line that is 35.00 feet East of, and parallel with, the West line of Section 17, said line also being the existing East Right-of-

**EXHIBIT "B" (continued)**

Way line of N.W. 107th Avenue; thence North 01°43'10" West along said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 329.92 feet to its intersection with the North line of said Tract 43; thence South 89°40'36" West along the said North line of Tract 43 for 20.01 feet to the Northwest corner of said Tract 43, said point lying on the said East line of the 15 foot wide Right-of-Way; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 659.84 feet to the Northwest corner of said Tract 45; thence North 89°40'25" East along the North line of said Tract 45 for 25.01 feet to a point on a line that is 40.00 feet East of, and parallel with said West line of Section 17; thence South 01°43'10" East along said line that is 40.00 feet East of, and parallel with, the West line of Section 17 for 1,545.19 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle 88°35'59" for an arc distance of 38.66 feet to the point of tangency; thence North 89°40'51" East for 18.18 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 1,175.92 feet and a central angle of 9°44'44" for an arc distance of 200.01 feet to the point of tangency; thence South 80°34'25" East for 100.00 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 769.43 feet and a central angle of 05°19'41" for an arc distance of 71.55 feet to a point on a line that is 450.00 feet East of, and parallel with, the said West line of Section 17; thence South 01°43'10" East along the said line that is 450.00 feet East of, and parallel with, the West line of Section 17 for 2.29 feet to a point on the aforesaid line that is 35.00 feet North of, and parallel with, the South line of Section 17, said line also being the existing North Right-of-Way line of N.W. 58th Street; thence South 89°40'51" West along the said line that is 35.00 feet North of, and parallel with, the South line of Section 17 and along the said existing North Right-of-Way line of N.W. 58th Street for 415.12 feet to the POINT OF BEGINNING.

LESS:

That portion of the land owned by LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, as recorded in Official Records Book (ORB) 24054, at Page 603, of the Public Records of Miami-Dade County, Florida, being described as follows:

A parcel of land lying in Tracts 41, 42, 43, and 44 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the S.W. corner of Section 17, Township 53 South, Range 40 East, thence run North 89°40'51" East, along the South line of Section 17, Township 53 South, Range 40 East, for a distance of 523.63 feet, thence run North 01°43'10" West for a distance of 35.01 feet to the POINT OF BEGINNING. Said point being the point of beginning of a 48.00 foot wide roadway Right-of-Way acquisition lying 24.00 feet on each side of the following described centerline (Shortening or extending the sidelines thereof, as to create a continuous strip of land) of the parcel of land hereinafter described; thence continue North 01°43'10" West, for a distance of

**EXHIBIT "B" (continued)**

1227.23 feet to the Point of Termination; said point also being the point of beginning of a 42.00 foot wide roadway Right-of-Way acquisition lying 21.00 feet on each side of the following described centerline (shortening or extending the sidelines thereof, so as to create a continuous strip of land) of the parcel of land hereinafter to be described; said point also being the continuation of the aforementioned parcel and the beginning of a curve concave to the east having a radius of 175.76 feet; thence North, Northeasterly for a distance of 58.33 feet along said curve through a central angle of 19°00'58" to the point of termination of said centerline.

**EAST PARCEL:**

The East 415.00 feet of Tracts 33, 34, 35 and 36 of "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1", according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the North 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

The above containing approximately 11.98 acres, more or less.

**INDUSTRIAL PARCEL:**

The East 415.00 feet of Tract 24 of "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1", according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the South 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

The above containing approximately 2.89 acres, more or less, (lying north of NW 66 St.).

EXHIBIT "C"

LEGAL DESCRIPTION OF THE TND PARCEL:

**NORTH PARCEL:**

PARCEL A

Tracts 24, 25, 33, 34, 35, 36, 45, 46, 47 and 48; LESS all the Roads Right-of-Ways of record, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, which lies within the West ½ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the East 415.00 feet of Tracts 24, 33, 34, 35 and 36, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, lying and being in Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida; and LESS that portion of Tract 45 deeded to Miami-Dade County by Special Warranty Deed recorded September 3, 1996 in Official Records Book 17746 Page 2223, LESS those portions of Tracts 47 and 48 deeded to County of Dade in Deed Book 3383, Page 582, of the Public Records of Miami-Dade County, Florida.

AND LESS:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

AND LESS:

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest ¼ of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

EXHIBIT "C" (continued)

AND LESS AND EXCEPT the portion of the property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

PARCEL B

A portion of Tract 25, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, which lies within the Northwest  $\frac{1}{4}$  of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida. More particularly described as follows:

Commence at the Northwest corner of said Section 17, thence S 01°43'09" E along the West line of said Section 17 for a distance of 2,309.44 feet; thence N 89°40'03" E along the North line of said Tract 25 for 690.19 feet; thence S 00°19'51" E for 73.00 feet to the POINT OF BEGINNING of the hereinafter described parcel of land, thence N 89°40'03" E for 301.52 feet; thence S 00°19'51" E for 92.18 feet; thence N 89°40'09" E for 18.00 feet; thence S 00°19'51" E for 128.67 feet; thence S 89°40'09" W for 118.59 feet to a point on a circular curve to the left, concave to the South, a radial line to said point bears N 47°51'32" E; thence continue Northwesterly, Westerly and Southwesterly along the arc of said curve, having for its elements a radius of 60.00 feet, through a central angle of 96°22'46" for a distance of 100.93 feet to a point on a non-tangent line; thence S 89°40'09" W for 129.49 feet; thence N 00°19'51" W for 128.67 feet; thence N 89°40'09" E for 18.00 feet; thence N 00°19'51" W for 92.17 feet to the POINT OF BEGINNING.

AND LESS AND EXCEPT the portion of the property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603, of the Public Records of Miami-Dade County, Florida.



**EXHIBIT "C" (continued)**

**TOGETHER WITH THE SOUTH PARCEL:**

The land referred to herein below is situated in the County of Miami-Dade, State of Florida, and is described as follows:

The West 739.33 feet of Tracts 41, 42, 43 and 44, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, In Section 17, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida;

And together with:

The West 739.33 feet of Tract 45, lying South of a line parallel with and 25.00 feet South of the North line of said Tract 45, of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1, according the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

LESS all Road Right-of-Ways of record, and LESS that portion of Tracts 41, 42, 43 and 44 deeded to Miami-Dade County by Special Warranty Deed recorded August 23, 1996 in Official Records Book 17746, Page 2223, of the Public Records of Miami-Dade County, Florida; being more particularly described as follows:

A portion of Lots 41, 42, 43, 44 and 45 of the plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 17, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the plat thereof, recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being particularly described as follows:

Commence at the Southwest corner of the said Section 17; thence North 01°43'10" West along the West line of said Section 17 for 35.01 feet to a point on a line that is 35.00 feet North of, and parallel with, the South line of said Section 17; thence North 89°40'51" East along said line that is 35.00 feet North of, and parallel with, the South line of Section 17 for 35.01 feet to a point on a line that is 35.00 feet East of, and parallel with, the said West line of Section 17, said point being the intersection of the existing North Right-of-Way line of N.W. 58th Street and the existing East Right-of-Way line of N.W. 107th Avenue, said point also being the POINT OF BEGINNING of the additional Right-of-Way herein described; thence from the above established POINT OF BEGINNING, run North 01°43'10" West along the said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 294.91 feet to its intersection with the North line of said Tract 41; thence South 89°40'46" West along the said North line of Tract 41 for 20.01 feet to the Northwest corner of said Tract 41, said point lying on the East line of the 15 foot wide Right-of-Way, as said Right-of-Way is shown on said plat of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION; thence North 01°43'10" West along the said East line of the 15 foot wide Right-of-Way for 329.92 feet to the Northwest corner of said Tract 42; thence North 89°40'41" East along the North line of said Tract 42 for 20.01 feet to a point on said line that is 35.00 feet East of, and parallel with, the West line of Section 17, said line also being the existing East Right-of-

**EXHIBIT "C" (continued)**

Way line of N.W. 107th Avenue; thence North  $01^{\circ}43'10''$  West along said line that is 35.00 feet East of, and parallel with, the West line of Section 17 and along the said East existing Right-of-Way line of N.W. 107th Avenue for 329.92 feet to its intersection with the North line of said Tract 43; thence South  $89^{\circ}40'36''$  West along the said North line of Tract 43 for 20.01 feet to the Northwest corner of said Tract 43, said point lying on the said East line of the 15 foot wide Right-of-Way; thence North  $01^{\circ}43'10''$  West along the said East line of the 15 foot wide Right-of-Way for 659.84 feet to the Northwest corner of said Tract 45; thence North  $89^{\circ}40'25''$  East along the North line of said Tract 45 for 25.01 feet to a point on a line that is 40.00 feet East of, and parallel with said West line of Section 17; thence South  $01^{\circ}43'10''$  East along said line that is 40.00 feet East of, and parallel with, the West line of Section 17 for 1,545.19 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 25.00 feet and a central angle  $88^{\circ}35'59''$  for an arc distance of 38.66 feet to the point of tangency; thence North  $89^{\circ}40'51''$  East for 18.18 feet to a point of curvature of a circular curve to the right; thence to the right along said curve, having for its elements a radius of 1,175.92 feet and a central angle of  $9^{\circ}44'44''$  for an arc distance of 200.01 feet to the point of tangency; thence South  $80^{\circ}34'25''$  East for 100.00 feet to a point of curvature of a circular curve to the left; thence to the left along said curve, having for its elements a radius of 769.43 feet and a central angle of  $05^{\circ}19'41''$  for an arc distance of 71.55 feet to a point on a line that is 450.00 feet East of, and parallel with, the said West line of Section 17; thence South  $01^{\circ}43'10''$  East along the said line that is 450.00 feet East of, and parallel with, the West line of Section 17 for 2.29 feet to a point on the aforesaid line that is 35.00 feet North of, and parallel with, the South line of Section 17, said line also being the existing North Right-of-Way line of N.W. 58th Street; thence South  $89^{\circ}40'51''$  West along the said line that is 35.00 feet North of, and parallel with, the South line of Section 17 and along the said existing North Right-of-Way line of N.W. 58th Street for 415.12 feet to the POINT OF BEGINNING.

LESS:

That portion of the land owned by LANDMARK AT DORAL COMMUNITY DEVELOPMENT DISTRICT, as recorded in Official Records Book (ORB) 24054, at Page 603, of the Public Records of Miami-Dade County, Florida, being described as follows:

A parcel of land lying in Tracts 41, 42, 43, and 44 of FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1, Section 17, Township 53 South, Range 40 East, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commence at the S.W. corner of Section 17, Township 53 South, Range 40 East, thence run North  $89^{\circ}40'51''$  East, along the South line of Section 17, Township 53 South, Range 40 east, for a distance of 523.63 feet, thence run North  $01^{\circ}43'10''$  West for a distance of 35.01 feet to the POINT OF BEGINNING. Said point being the point of beginning of a 48.00 foot wide roadway Right-of-Way acquisition lying 24.00 feet on each side of the following described centerline (Shortening or extending the sidelines thereof, as to create a continuous strip of land) of the parcel of land hereinafter described; thence continue North  $01^{\circ}43'10''$  West, for a distance of

**EXHIBIT "C" (continued)**

1227.23 feet to the Point of Termination; said point also being the point of beginning of a 42.00 foot wide roadway Right-of-Way acquisition lying 21.00 feet on each side of the following described centerline (shortening or extending the sidelines thereof, so as to create a continuous strip of land) of the parcel of land hereinafter to be described; said point also being the continuation of the aforementioned parcel and the beginning of a curve concave to the east having a radius of 175.76 feet; thence North, Northeasterly for a distance of 58.33 feet along said curve through a central angle of 19°00'58" to the point of termination of said centerline.

**TOGETHER WITH THE EAST PARCEL:**

The East 415.00 feet of Tracts 33, 34, 35 and 36 of "FLORIDA FRUITLANDS COMPANY'S SUBDIVISION NO. 1", according to the plat thereof, as recorded in Plat Book 2 at Page 17 of the Public Records of Miami-Dade County, LESS the East 15 feet and the North 15 feet therefore for right-of-way purposes, lying and being in Section 17, Township 53, Range 40 East, Miami-Dade County, Florida

**TOGETHER WITH THE CDD PARCEL:**

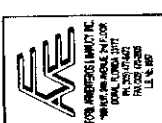
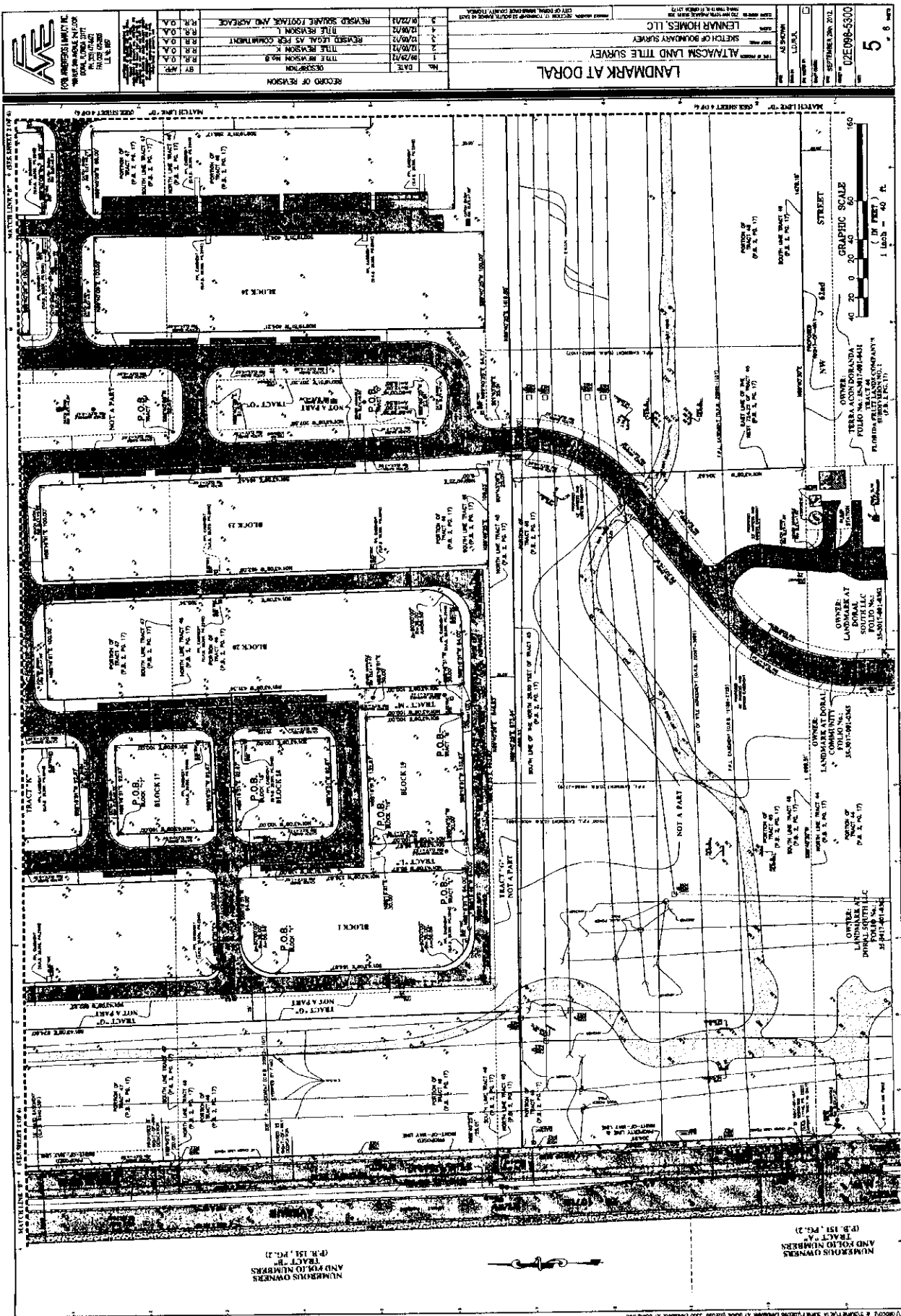
That portion of property conveyed to Landmark at Doral Community Development District by Deed recorded December 15, 2005 in Official Records Book 24054, Page 603 of the Public Records of Miami-Dade County, Florida.











RECORD OF REVISION	
NO.	DATE
1	02/20/11
2	02/20/11
3	02/20/11
4	02/20/11
5	02/20/11
6	02/20/11
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ATACOSM LAND TITLE SURVEY  
 SKETCH OF BOUNDARY SURVEY  
 LENNAR HOMES, LLC

REVISION NO. 8  
 02/20/11

REVISION NO. 7  
 02/20/11

REVISION NO. 6  
 02/20/11

REVISION NO. 5  
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REVISION NO. 4  
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REVISION NO. 3  
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REVISION NO. 1  
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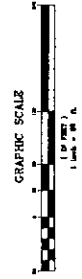
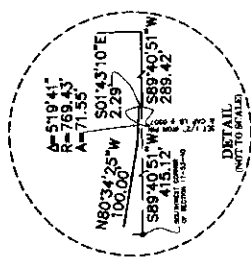
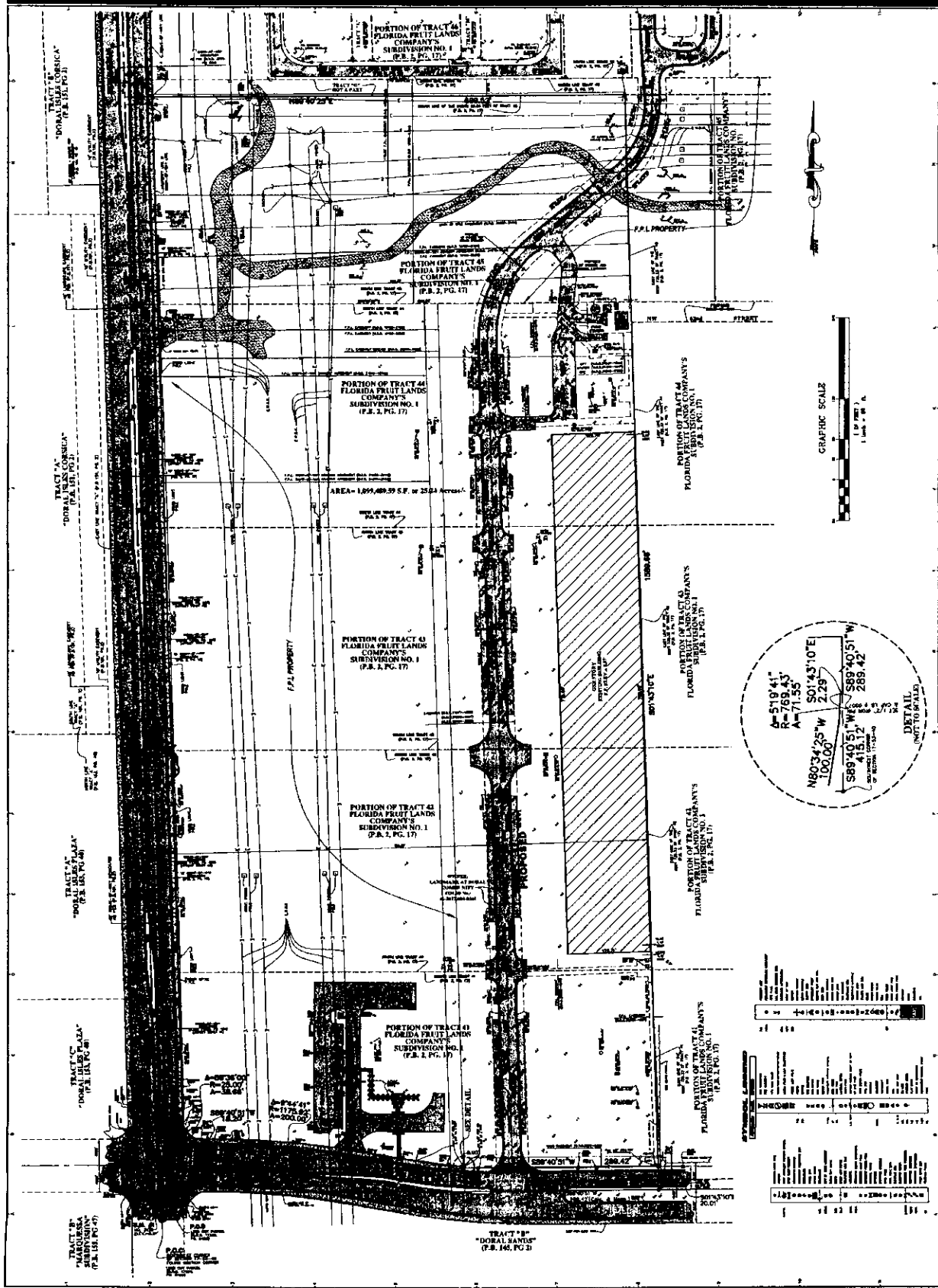
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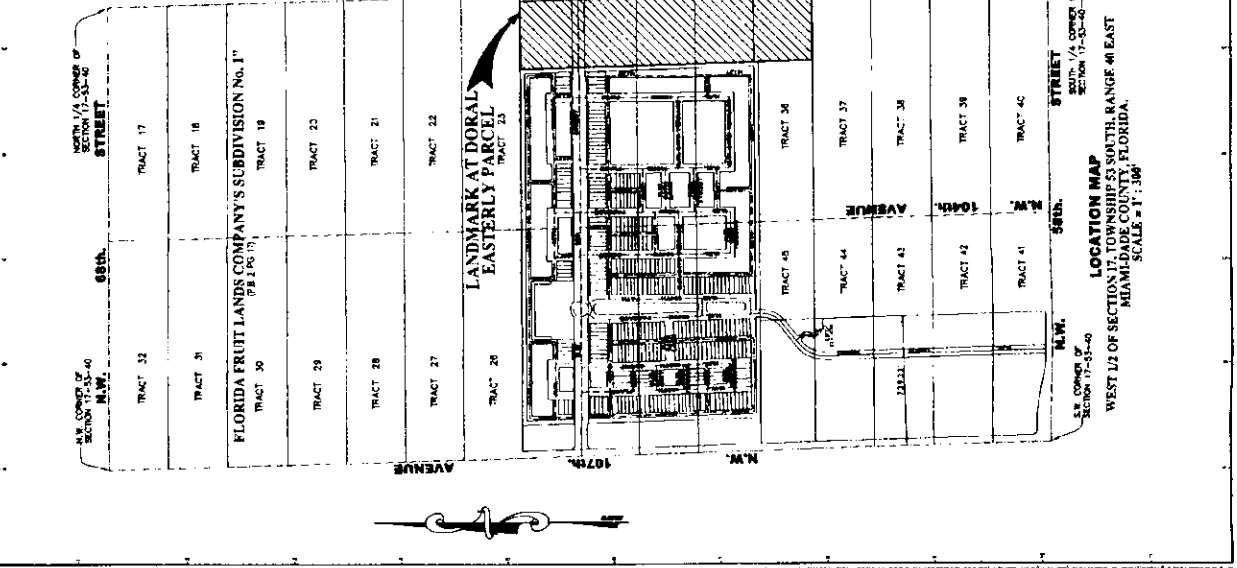




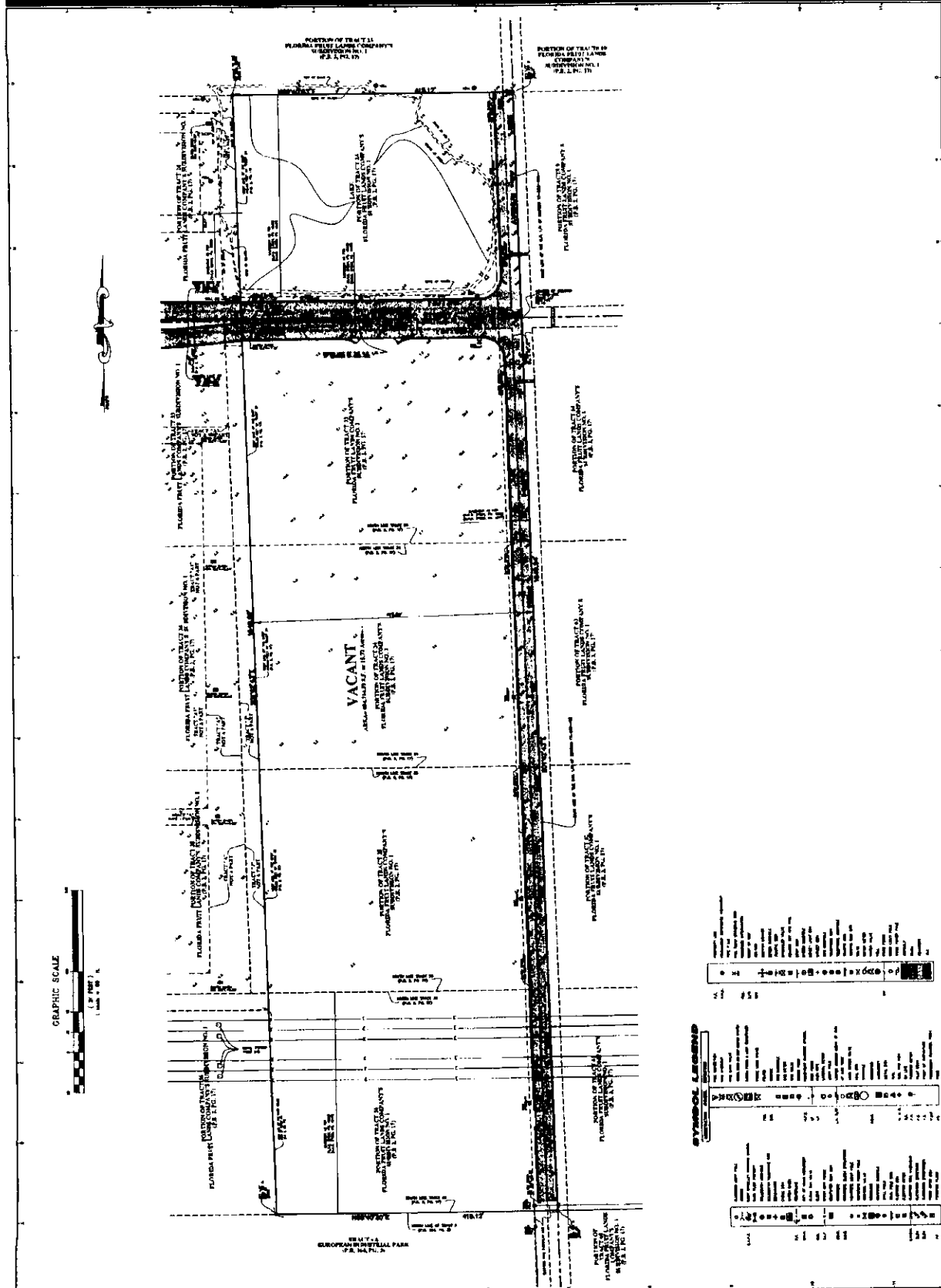


- LEGAL DESCRIPTIONS**
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- SURVEYOR'S NOTES**
- 1) The book described PROPERTY was surveyed and described based on the actual Land Survey conducted by the Surveyor on the ground.
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**LOCATION MAP**  
 WEST 1/2 OF SECTION 17, TOWNSHIP 28 SOUTH, RANGE 40 EAST  
 MIAMI-DADE COUNTY, FLORIDA  
 SCALE = 1" = 300'



**EXHIBIT "D"**

*Approximate Development Schedule for TND Parcel*

	<b>PHASE I*</b>	<b>PHASE II*</b>	<b>PHASE III*</b>	<b>PHASE IV*</b>	<b>PHASE V*</b>	<b>PHASE VI*</b>
<b>Start Development No later than</b>	December 2013	December 2014	December 2015	December 2016	December 2017	December 2018
	<b>Units/Sq.Ft.</b>	<b>Units /Sq.Ft.</b>	<b>Units/Sq.Ft.</b>	<b>Units/Sq.Ft.</b>	<b>Units /Sq.Ft.</b>	<b>Units/Sq.Ft.</b>
<b>Rowhouse (Townhouse):</b>	81 units	81 units	80 units	80 units	80 units	80 units
<b>Rowhouse (Multi-family):</b>	178 units	178 units	178 units	178 units	178 units	178 units
<b>Shopfront and Workshop Commercial:</b>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.	30,000 sq. ft.	30,000 sq. ft.
<b>Civic Uses<sup>1</sup>: Civic Center/ Library/Civic Use</b>	Timing pursuant to Declaration.					
<b>TOTAL DEVELOPMENT consists of 1,550 dwelling units, up to 60,000 sq. ft. of commercial/office use, and 10,000 sq. ft. of civic uses</b>						

\* This schedule is an estimate of project phasing. The Owners reserve the right to commence construction earlier than anticipated by this schedule. Construction will be completed approximately within 24-36 months from the start of each phase. Subsequent phases will contain architectural features that shall be deemed compatible with the Site Plan elevations by the Director of the Planning and Zoning Department.

<sup>1</sup> The Civic Uses shall be constructed in accordance with Section 68-505 of the City's Land Development Code. The location of a library or other substitute civic use on the Property is contingent upon the execution of an agreement with the County or such other applicable governmental entity. In the event a library is located within the Property, it will be located within the commercial area provided in this schedule.

**EXHIBIT "E"**

**NOTIFICATION, ACKNOWLEDGMENT, WAIVER AND RELEASE OF  
PROXIMITY OF SOLID WASTE FACILITY**

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

The subject property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill, both of which are used in connection with the County's solid waste management and disposal activities, and operate 24 hours per day, 7 days a weeks. As a result, occupants of the property may be affected by odors, noise, or dust emanating from the Ash Landfill and Resource Recovery Facility (the "Facility") and truck traffic entering and exiting the Facility during daytime and nighttime hours.

The Covenanters agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenanters agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenanters waive and release Miami-Dade County and the City of Doral from any and all liability for any past, present or future claims, and the Covenanters hereby agree not to file any claim or action against Miami-Dade County, the City of Doral or the operator of the Facility, pertaining to or arising out of the current operations of the Facility. 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 of 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.

**EXHIBIT "F"**

**Notification of Proximity to Industrial Zoning District, Acknowledgement and Waiver ("Industrial Notice")**

The purchasers [or lessees] and their successors and assigns are hereby made aware and hereby acknowledge that the Property is located within 500' feet of property where industrial uses are permitted and/or property that is improved with industrial development. As a result, the future occupants of the Property may be affected by odors, noise, dust or truck traffic generated by the industrial uses. Furthermore, by acknowledging this notice, the purchasers [or lessees], their successors and assigns, hereby agree not to object and waive any objection to industrial uses that may exist or may be permitted by the zoning classification of industrial parcels within 500' of the subject property in effect at the time of the execution of this acknowledgment.



**RESOLUTION NO. 13-131**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING A SITE PLAN MODIFICATION TO THE LANDMARK AT DORAL SITE PLAN APPROVED PURSUANT TO CITY OF DORAL RESOLUTION Z05-39, A VARIANCE FROM SECTION 68-506(1)a OF THE LAND DEVELOPMENT CODE TO ALLOW ZERO PERCENT (0%) RESIDENTIAL IN THE SHOPFRONT USE CATEGORY IN LIEU OF THE MINIMUM TWENTY-FIVE PERCENT (25%) RESIDENTIAL, A VARIANCE FROM SECTION 68-507(3)(I) OF THE LAND DEVELOPMENT CODE TO PERMIT A HEIGHT OF 75- FEET IN LIEU OF A MAXIMUM HEIGHT OF 35-FEET IN THE ROWHOUSE USE CATEGORY, AND A MODIFICATION TO THE SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS RECORDED IN MIAMI-DADE COUNTY OFFICIAL RECORDS, BOOK 28578, PAGE 2545, FOR THE PROPERTY GENERALLY LOCATED EAST OF NW 107TH AVENUE BETWEEN NW 58<sup>TH</sup> STREET AND THEORETICAL NW 62<sup>ND</sup> STREET, PROVIDING FOR RECORDATION; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Landmark at Doral Holdings, LLC, owner (the "Developer"), has requested a site plan modification to the Landmark at Doral site plan; a variance from Section 68-506(1)(a) of the Land Development Code ("LDC") to allow zero percent (0%) residential in the shopfront use category in lieu of the minimum twenty-five percent (25%) residential; a variance from Section 68-507(3)(i) of the LDC to permit a height of 75-feet in lieu of a maximum height of 35-feet in the rowhouse use category; and a modification to the existing Declaration of Restrictive Covenants recorded in Miami-Dade County Official Records Book 28578, Page 2545, to incorporate the modified site plan for the property generally located East of NW 107<sup>th</sup> Avenue between NW 58<sup>th</sup> Street and theoretical NW 62 Street, Doral, Florida; and

**WHEREAS**, City of Doral Resolution Z05-39 approved the site plan for Landmark at Doral Traditional Neighborhood Development; and

**WHEREAS**, the modification will increase the number of dwelling units by 327 to a total of 631 and decrease commercial uses from 168,883 square feet to 60,000 square feet; and

**WHEREAS**, on November 27, 2013, the City Council held a public hearing and after careful review and deliberation, including a review of staff's report and recommendation and the evidence presented at the hearing, determined the application is consistent with the City's Comprehensive Plan and Land Development Regulations.

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

**Section 1. Recitals.** The above recitals are true, correct, and incorporated herein by this reference.

**Section 2. Approval.** The City Council of the City of Doral hereby approves the (1) site plan modification (Exhibit "A"); (2) variance from Section 68-506(1)(a) of the LDC to allow zero percent (0%) residential in the shopfront use category in lieu of the minimum twenty-five percent (25%) percent; (3) variance from Section 68-507(3)(i) of the LDC to permit a height of 75-feet in lieu of a maximum height of 35-feet in the rowhouse use category; and (4) a modification to the existing Declaration of Restrictive Covenants recorded in Miami-Dade County Official Records Book 28578, Page 2545, to incorporate the modified site plan for the property generally located East of NW 107<sup>th</sup> Avenue between NW 58th Street and theoretical NW 62 Street, Doral, Florida; subject to the Developer's compliance with the following conditions:

- 1. All commercial deliveries shall be between the hours 7:00 am and 9:00 pm.
- 2. Section 12 of the Declarations of Restrictions be amended to provide the City the first right of refusal pertaining to the conveyance of the library site.

**Section 3. Recordation.** This Resolution shall be recorded in the Public Records of Dade County, Florida, with the Applicant to pay the costs thereof.

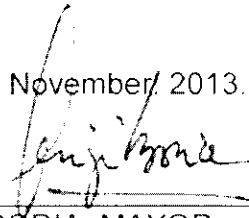
**Section 4. Effective Date.** This resolution shall become effective upon its passage and adoption by the City Council.

The foregoing resolution was offered by Councilmember Rodriguez-Aguilera, who moved its adoption. The motion was seconded by Councilmember Rodriguez and upon being put to a vote, the vote was as follows:

Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilwoman Ana-Maria Rodriguez	Yes
Councilwoman Bettina Rodriguez Aguilera	Yes
Councilwoman Sandra Ruiz	Yes

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

PASSED AND ADOPTED this 27<sup>th</sup> day of November, 2013.




\_\_\_\_\_  
LUIGI BORIA, MAYOR


ATTEST:

  
\_\_\_\_\_  
BARBARA HERRERA, CITY CLERK

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

  
\_\_\_\_\_  
JOHN, R. HERIN, JR., CITY ATTORNEY

This Resolution/Development Order was filed in the Office of the City Clerk of this  
16<sup>th</sup> day of December 2013.

  
\_\_\_\_\_  
Barbara Herrera, City Clerk