

This instrument was prepared by:

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

(Space reserved for Clerk of Court)

### AMENDED AND RESTATED DECLARATION OF RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made this 9 day of April, 2013, by **107 Avenue Doral Properties**, a Florida limited liability company, and **Flordade, LLC**, a Florida limited liability company, (collectively, the "Owners"), in favor of the City of Doral, a municipal corporation of the State of Florida (the "City").

### WITNESSETH:

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

**WHEREAS**, the Property consists of +/-272 acres known as the Grand Bay TND, which consists of the developments previously identified as the Grand Bay TND and the Doral Villages TND;

**WHEREAS**, the Grand Bay TND was originally approved as a +/-200 acre traditional neighborhood development under Miami-Dade County jurisdiction pursuant to Resolution No.

Z-45-04, passed and adopted by the Miami-Dade County Board of County Commissioners on December 16, 2004;

**WHEREAS**, a Declaration of Restrictions in favor of Miami-Dade County was recorded in the Public Records of Miami-Dade County in Official Records Book 23048 at Page 126, of the Public Records of Miami-Dade County, Florida, which placed certain restrictions and conditions on the development the Grand Bay TND;

**WHEREAS**, a Modification of Declaration of Restrictions in favor of the City of Doral was recorded in the Public Records of Miami-Dade County in Official Records Book 26040 at Page 1341 of the Public Records of Miami-Dade County, Florida, which placed certain modified restrictions and conditions on the development of the Grand Bay TND;

**WHEREAS**, a subsequent Modification of Declaration of Restrictions in favor of the City of Doral was executed and accepted by the City pursuant to Resolution No. Z08-03 but was not recorded in the public records, which placed certain modified restrictions and conditions on the development of the Grand Bay TND;

**WHEREAS**, Doral Villages TND was originally approved as a +/-72 acre traditional neighborhood development by the City pursuant to Ordinance No. 2007-04, passed and adopted by the City Council on February 28, 2007;

**WHEREAS**, a Declaration of Restrictions in favor of the City of Doral was executed and accepted by the City pursuant to Resolution No. 2007-04 but was not recorded in the public records, which placed certain restrictions and conditions on the development of the Doral Villages TND;

**WHEREAS**, a subsequent amendment and restatement of Declaration of Restrictions in

favor of the City of Doral was executed and accepted by the City pursuant to Resolution No. Z07-06 in favor of the City and was recorded in the Public Records of Miami-Dade County in Official Records Book 25893 at Page 4850, of the Public Records of Miami-Dade County, Florida, which placed certain restrictions and conditions on the development the Doral Villages TND;

**WHEREAS**, a subsequent Modification of Declaration of Restrictions in favor of the City of Doral was executed and accepted by the City pursuant to Resolution No. Z08-03 but was not recorded in the public records, which placed certain modified restrictions and conditions on the development of the Doral Villages TND;

**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**, in addition to the modifications to the declarations of restrictions for the Grand Bay at Doral TND and the Doral Villages TND approved pursuant to Resolution No. Z08-03, the City also approved a merging of the two developments into one unified +/-272 acre development subsequently identified as the Grand Bay TND and referred to herein as the Property; and

**WHEREAS**, the City Council of the City of Doral (the "Council") held a public hearing on March 27, 2013 wherein it adopted Resolution No. B-33 (the "Resolution") to approve an amendment and restatement of the above referenced declarations of restrictions, as modified, as one Amended and Restated Declaration of Restrictions pursuant to this instrument.

**NOW, THEREFORE**, IN ORDER TO ASSURE the City of Doral that the

representations made by the Owners during its consideration of the Application will be abided by, the Owners freely, voluntarily, and without duress, hereby agree as follows:

1. **Site Plan.** The Property shall be developed in accordance with the site plan entitled "Grand Bay/Doral Village T.N.D.'s," as prepared by Valle Valle and Partners, dated January 7, 2008 and Pascual Perez Kiliddjian & Associates, dated January 3, 2008 (the "Site Plan"), and said Site Plan being on file with the City of Doral Planning and Zoning Department, and by reference made a part of this Declaration, and 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.
2. **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 approved administratively by the Director of the Planning and Zoning Department, or the executive officer of the successor of such Department.
3. **Development Schedule and Density.** The Property shall be developed in accordance with the development schedule, master plan, and data table, attached hereto as Exhibit "B", which indicate the approximate dates when construction of each development phase will be initiated and completed and the location and scope of the approved uses.
4. **Improvement of NW 102 Avenue.** Prior to the issuance of a certificate of use and occupancy for the dwelling unit representing twenty-five percent (25%) of the dwelling units within the Property, the Owners shall dedicate those portions of the NW 102 Avenue zoned right-of-way located within the Property and shall cause the improvement of NW 102 Avenue as a two-lane roadway (of a future four-lane roadway) along the

eastern boundary of the Property, all in accordance with the applicable City and County regulations. The Owners shall be responsible for the completion of the construction of its portion of the required roadway improvement within the previously dedicated right-of-way along the eastern boundary of the Property following the dedication of the remaining right-of-way for NW 102 Avenue by the owner(s) of the adjacent property.

5. **Connectivity Along NW 104 Avenue.** The Owners agree to construct that portion of NW 104 Avenue lying within the Property so as to provide for connectivity of the roadway to the land located to the south, as reflected on the Site Plan.
6. **Improvement of NW 82 Street.** Should the area designated as "Preservation Area" on the Site Plan be deemed by the applicable governmental entity with jurisdiction over said "Preservation Area" to no longer require preservation, the Owners agree not to object to the improvement of right-of-way for NW 82 Street through said area.
7. **Improvement of Bikeway.** Prior to the issuance of a certificate of use and occupancy for the dwelling unit representing fifty percent (50%) of the dwelling units within the Property, the Owners shall cause the improvement of a bike path within the Florida Power & Light easement located within the western portion of the Property. The bike path shall be designed and approved in accordance with standards approved by the City and applicable to other similar bike paths within the City. The Owners' obligations under this Paragraph shall be null and void and of no force and effect if the Owner fails to secure all required approvals, including, without limitation, the approval of the South Florida Water Management District and Florida Power & Light.
8. **Rowhouse Units.** The Owners agree not to seek a certificate of use and occupancy for any of the rowhouse units within those certain buildings identified as 09-RH, 15-RH, and

20-RH on the Site Plan until such time as the supporting roadway immediately adjacent to the north of said buildings, and located outside the development boundaries of the Property, is constructed as depicted on the Site Plan.

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

The Owners, their successors, and assigns shall cause each of the Occupants to execute the Notice in writing, which shall either be included in the sale and purchase

contract or lease agreement for each unit, shop, or other property or shall be by separate instrument prior to the execution of any such contract. The Owners shall record every executed Notice in the Public Records of Miami-Dade County.

11. **Maintenance.** The Owners shall provide for the maintenance of all common areas, which includes the child-care building, Park Areas as defined in Paragraph 15 of this Declaration, meeting hall, public charter school site, and any private roadways through the establishment of one or more of the following: Residential Homeowners' Association, Property Owners' Association, Special Taxing District, and/or Community Development District, should such district be approved by Miami-Dade County or the City.
12. **Use of Civic Parcels.** The Owners agree to permit the City to use those sites designated as "Square" or "Green" and/or any other civic or park designated sites on the Property for civic purposes, following reasonable written notice of such intended use to the Owners and at such times when the site is not in use by the Owners or occupants of the Property. The City shall be responsible for security during its use of the site and shall restore the site to the condition in which it was provided.
13. **Meeting Hall.** The Owners shall construct a meeting hall pursuant to Section 68-505 of the City's Land Development Code, as may be amended from time to time.
14. **Child Care Building.** The Owners shall construct a building for child-care use pursuant to Section 68-505 of the City's Land Development Code, as may be amended from time to time.
15. **Construction and Operation of a Public Charter School.** As depicted in the Site Plan,

the Owners have set aside land within a parcel designated as a "Civic Use Tract" to facilitate the construction and operation of a public charter school (the "School"). Although a permitted use, the operation of the School may require a separate site plan approval. The School shall have a minimum capacity of 1,741 students in the K-12 grade levels, which School shall be built in two phases. The construction and operation of the School shall commence and proceed in two phases in accordance with the following schedule:

- 1) Phase I shall have a minimum capacity of 1,021 student stations and shall be ready for occupancy for the first full school year following the issuance of a building permit for the unit representing fifty percent (50%) of the total number of dwelling units; and
- 2) Phase II shall have a minimum capacity of 720 student stations and shall be ready for occupancy for the first full calendar year following the issuance of a building permit for the last unit.

Until the construction of the School is commenced, the site designated for the School shall be maintained as green open space for the benefit of the residents of the Property.

16. **Dedication of Park Areas.** The Owners shall dedicate by plat for public park use all areas within the Property that are designated as greens (the "Park Areas"). The Park Areas shall be maintained as provided in Paragraph 10 of this Declaration.

17. **Prior Agreements.** Upon the execution of this Declaration, (i) the Declaration of Restrictions recorded in the Public Records of Miami-Dade County in Official Records Book 23048 at Page 126, and modified by that Modification of Declaration of



Restrictions recorded in the Public Records of Miami-Dade County in Official Records Book 26040 at Page 1341, as modified by that Modification of Declaration of Restrictions executed and accepted by the City pursuant to Resolution No. Z08-03, (ii) the Declaration of Restrictions recorded in the Public Records of Miami-Dade County in Official Records Book 25893 at Page 4850, as modified by that Modification of Declaration of Restrictions executed and accepted by the City pursuant to Resolution No. Z08-03, and (iii) all previously unrecorded modifications and amendments to the declarations of restrictions reference 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.

18. Miscellaneous.

- A. City Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City or its agents duly authorized, may have the privilege at any time during normal working hours of entering and inspecting the use of the premises to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.
- B. Covenant Running with the Land. This Declaration on the part of the Owners shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the Public Records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owners, 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 public welfare.

- C. **Term.** This Declaration is to run with the land and shall be binding on all parties and persons claiming under it for a period of thirty (30) years from the date that this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless a modification or release has been approved by the mutual consent of the parties to this Declaration as set forth in Subparagraph D herein.

D. **Modification, Amendment, Release.** This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the, then, owner(s) of such portion of the Property that is covered under such modification, amendment, or release, including joinders of all mortgagees, if any, provided that the same is also approved by the City Council or other procedure permitted under the City's Land Development Code, whichever by law has jurisdiction over such matters. Should this Declaration be so modified, amended, or released, the Planning and Zoning Director or his designee 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 persons 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 if their attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity, or both.

- F. **Authorization of the City to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the City is hereby authorized to withhold any further permits, any refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.
- G. **Election of Remedies.** All rights, remedies, and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.
- H. **Presumption of Compliance.** Where construction has occurred on the Property, or any portion thereof, pursuant to a lawful permit issued by the City, and inspections made and approval of occupancy given by the City, then such construction, inspection, and approval, shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.
- I. **Severability.** Invalidation of any one of these covenants, by judgment of the Court, shall not affect any of the other provisions which shall remain in full force and effect.

- 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 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 retains its full power and authority to deny any such application in whole or in part.
- L. **Owners.** The term "Owners" shall include the undersigned, their heirs, successors, and assigns.

[EXECUTION PAGES FOLLOW]

IN WITNESS WHEREOF, 107 Avenue Doral Properties, LLC, has caused these present  
to be signed in its name on this 13 day of March, 2013.

**WITNESSES:**

**107 Avenue Doral Properties, LLC**  
a Florida limited liability company

Witness

Printed Name

Witness

Printed Name

By:

Signature

Printed Name / Title

Address:

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

The foregoing instrument was acknowledged before me this 13 day of March, 2013, by Jesus Quintana, as Member of 107 Avenue Doral Properties, LLC, a Florida limited liability company, on behalf of said partnership, who is personally known to me or has produced Known to me as identification.

My Commission Expires:

Notary Public – State of Florida



Printed Name

IN WITNESS WHEREOF, Flordade, LLC, has caused these present to be signed in its name on this 28 day of March, 2013.

**WITNESSES:**

[Signature]  
Witness  
Irene Franco  
Printed Name

[Signature]  
Witness  
Raula Bernudez  
Printed Name

**Flordade, LLC**

a Florida limited liability company

By:

[Signature]  
Signature  
Carlos Gonzalez  
Printed Name / Title

Address:

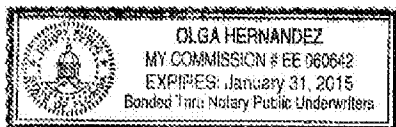
STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28 day of March, 2013, by Carlos Gonzalez, as Division President of Flordade, LLC, a Florida limited liability company, on behalf of said partnership, who is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public - State of Florida

Olga Hernandez  
Printed Name



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

**WITNESSES:**

*Christine Diaz*  
Signature

Christine Diaz  
Printed Name

*Karla Rosa*  
Signature

Karla Rosa  
Printed Name

City of Doral  
Planning and Zoning Department

*Nathan Kogon*  
Nathan Kogon, Director

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

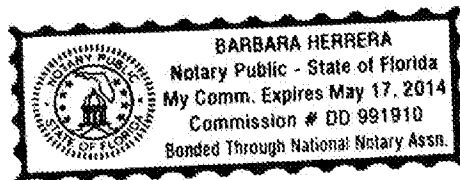
The foregoing instrument was acknowledged before me by Nathan Kogon, as Director of the City of Doral Planning and Zoning Department, who is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 9<sup>th</sup> day of April, 2013, in the County and State aforesaid.

*Barbara Herrera*  
Notary Public State of Florida

Barbara Herrera  
Printed Name

My Commission Expires:



**EXHIBIT "A"****Legal Description of the Property:****TRACT "B"**

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

Begin at the NW corner of Section 8, Township 53 South, Range 40 East, in Miami-Dade County, Florida; thence N89°39'55"E along the North line of said Section 8 for a distance of 570.17 feet; thence S01°43'29"E for a distance of 240.00 feet; thence S89°39'55"W for a distance of 50.00 feet; thence S01°43'29"E for a distance of 250.00 feet; thence N89°39'55"E for a distance of 450.00 feet; thence N01°43'29"W for a distance of 490.00 feet; thence N89°39'55"E along the North line of said Section 8 for a distance of 1685.88 feet; thence S01°44'23"E for a distance of 3358.50 feet; thence S89°39'55"W for a distance of 2657.13 feet to a point on the West line of said Section 8; thence N01°43'30"W along the West line of said section 8 for a distance of 3358.48 feet to the POINT OF BEGINNING.

**Together with:**

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet; thence N89°39'25"E for a distance of 1968.23 to the POINT OF BEGINNING of the following described parcel of land; thence N01°44'24"W along said line for a distance of 1190.42 feet; thence N89°39'25"E for a distance of 691.18 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 691.18 feet to the POINT OF BEGINNING.

**Together with:**

A portion of Section 8, Township 53 South, Range 40 East, lying and being in Miami-Dade County, Florida. Being more particularly described as follows:

COMMENCE at the SW corner of said Section 8-53-40; thence N01°43'29"W along the West line of said Section 8 for a distance of 730.21 feet to the POINT OF BEGINNING of the following described parcel of land; thence continue N01°43'29"W along said line for a distance of 1190.41 feet; thence N89°39'25"E for a distance of 695.91 feet; thence S01°44'24"E for a distance of 1190.42 feet; thence S89°39'25"W for a distance of 1968.23 feet to the POINT OF BEGINNING.



**EXHIBIT "B"****Approximate Development Schedule for Grand Bay TND <sup>1</sup>**

|  | PHASE I*                         | PHASE II*                        | PHASE III*                       | PHASE IV*                        | PHASE V*                         | PHASE VI*                        | PHASE VII*                       | PHASE VIII*                      |
|--|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|----------------------------------|
| Start Development No Later Than  | January 2013                     | January 2014                     | January 2015                     | January 2016                     | January 2017                     | January 2018                     | January 2019                     | January 2020                     |
|  | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> | <u>Units /</u><br><u>Sq. Ft.</u> |
| <u>Townhouses:</u>   |                                  |                                  | 49 d.u.                          | 49 d.u.                          | 49 d.u.                          | 49 d.u.                          | 49 d.u.                          | 50 d.u.                          |
| <u>Condominiums:</u>   |                                  |                                  | 246 d.u.                         | 246 d.u.                         | 246 d.u.                         | 246 d.u.                         | 246 d.u.                         | 248 d.u.                         |
| <u>Single-Family:</u>  |                                  |                                  | 43 d.u.                          | 43 d.u.                          | 44 d.u.                          | 44 d.u.                          | 44 d.u.                          | 44 d.u.                          |
| <u>Shopfront:</u><br>Residential<br>Commercial   | 306 d.u.<br>48,364 s.f.          | 306 d.u.<br>48,364 s.f.          | 306 d.u.<br>76,831 s.f.          | 32 d.u.<br>76,831 s.f.           | 0 d.u.<br>76,830 s.f.            |                                  |                                  |                                  |
| <u>Workshop:</u><br>Residential<br>Commercial  |                                  |                                  | 30 d.u.<br>70,974 s.f.           | 30 d.u.<br>70,973 s.f.           | 30 d.u.<br>70,973 s.f.           | 31 d.u.<br>70,973 s.f.           | 31 d.u.<br>70,973 s.f.           | 31 d.u.<br>70,973 s.f.           |
| <u>Civic Uses:</u> <sup>2</sup><br>Civic Center<br>Building (5,000)                                      |                                  |                                  |                                  |                                  |                                  | 5,000 s.f.                       |                                  |                                  |
| Charter School<br>-- TBD <sup>3</sup>  |                                  |                                  |                                  |                                  |                                  |                                  |                                  |                                  |
| TOTAL DEVELOPMENT CONSISTS OF 3,168 dwelling units, 5,000 square feet of civic use, and a charter school |                                  |                                  |                                  |                                  |                                  |                                  |                                  |                                  |

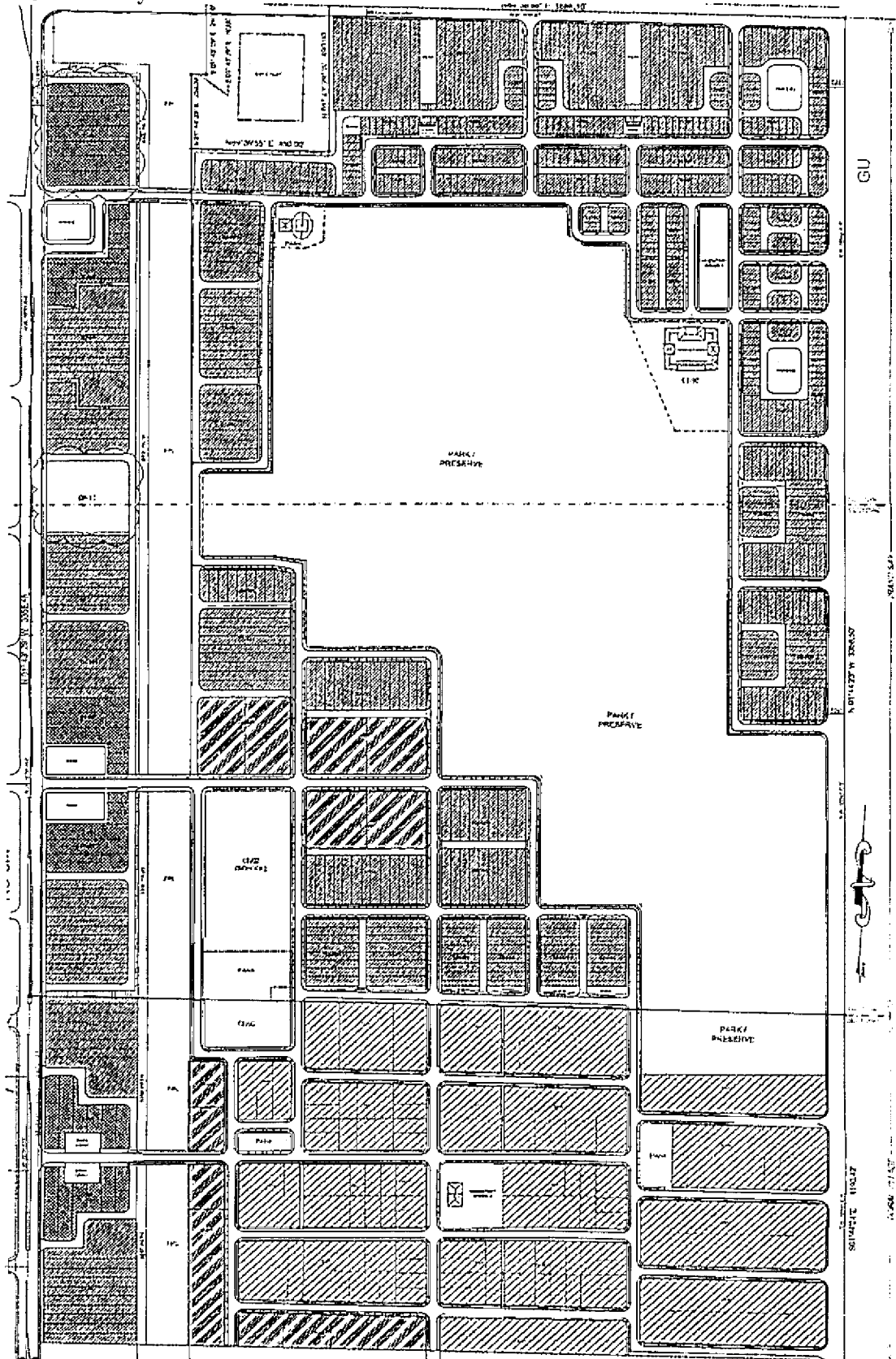
\* This schedule is an estimate of project phasing. The Owners reserve the right to commence construction earlier than anticipated by this schedule. Construction will be completed approximately within 24-36 months from the start of each phase. Subsequent phases will contain architectural features that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

<sup>1</sup> This schedule reflects the approved development program Grand Bay TND and Grand Bay Villages approved pursuant to Resolution No. Z08-03.


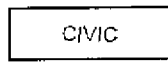
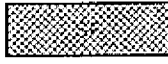

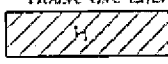
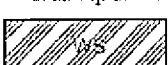
<sup>2</sup> The Civic Uses shall be constructed in accordance with Section 68-505 of the City's Land Development Code.

<sup>3</sup> See Paragraph 14 of this Declaration.

## Grand Bay TND Master Plan:



## DATA TABLE

|  |                    |                   |             |           |                     |                               |
|--|--------------------|-------------------|-------------|-----------|---------------------|-------------------------------|
| Total Gross Area:  | 271.5 Acres        |                   |             |           |                     |                               |
| FPL Easement   | 18.51 Acres        |                   |             |           |                     |                               |
| Gross Neighborhood Proper:   | 252.99 Acres       |                   |             |           |                     |                               |
| Greenbelt  | 0 Acres            |                   |             |           |                     |                               |
| Land Use   | Parcel Designation | Name              | Area (acre) | (sq. ft.) | Percentage Provided | Units                         |
| Public Use Tract<br>    |                    | Mandatory Green 1 | 1.03        | 45,041    |                     |                               |
|  |                    | Mandatory Green 2 | 1.18        | 51,600    |                     |                               |
|  |                    | Green             | 0.40        | 17,353    |                     |                               |
|  |                    | Plaza             | 0.37        | 16,117    |                     |                               |
|  |                    | Park              | 3.95        | 171,956   |                     |                               |
|  |                    | Park/ Preserve    | 72.49       | 3,157,570 |                     |                               |
|  |                    | Sub-Total         | 79.42       | 3,459,637 | 31.4%               | Min: 5%                       |
| Civic Use Tract<br>     |                    | Civic             | 3.05        | 133,048   |                     | Max: n/a                      |
|  |                    | Civic (Church)    | 1.48        | 64,606    |                     |                               |
|  |                    | School            | 3.46        | 150,520   |                     |                               |
|  |                    | Sub-Total         | 7.99        | 348,174   | 3.16%               | Min: 2%                       |
| Shopfront Use Lots<br> |                    | Residential       | 7.51        | 327,220   |                     | 950                           |
|  |                    | Sub-Total         | 7.51        | 327,220   | 3.0%                | Max: 20%<br>Min: 2%<br>950    |
| Rowhouse Use Lots<br> |                    | TH- Type          | 9.55        | 415,968   |                     | 295                           |
|  |                    | Condominium       | 48.30       | 2,103,818 |                     | 1,478                         |
|  |                    | Sub-Total         | 57.85       | 2,519,786 | 22.9%               | Max: 50%<br>Min: 20%<br>1,773 |
| House Use Lots<br>    |                    |                   | 34.22       | 1,490,708 |                     | 262                           |
|  |                    | Sub-Total         | 34.22       | 1,490,708 | 13.5%               | Max: 30%<br>Min: N/A<br>262   |
| Workshop Use Lots<br> |                    | Residential       | 9.78        | 425,839   |                     | 183                           |
|  |                    | Sub-Total         | 9.78        | 425,839   | 3.9%                | Max: 7%<br>Min: 3%<br>183     |
| Total Dwelling Units   | 3,168              |                   |             |           |                     |                               |
| Average Block Perimeter:   | 1,202.91 Feet      |                   |             |           |                     |                               |
| Parking Area<br>(more than six spaces)   | 0.74 Acres         |                   |             |           |                     |                               |
| Parking Spaces   | 7,573 Spaces       |                   |             |           |                     |                               |
| Trees  | 9,991              |                   |             |           |                     |                               |

**EXHIBIT "C"****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 week. 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 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 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 "D"****NOTICE OF PRIVATE DRIVES, ACKNOWLEDGMENT, WAIVER, AND RELEASE**

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

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

Further, the Covenantors waive and release the City of Doral from any and all liability for any past, present, or future claims, and hereby agree not to file any claim or action against the City of Doral, pertaining to or arising out of the current or future use of the Private Drives. This waiver and release includes, but is not limited to, both non-constitutional and constitutional claims and actions (including, but not limited to, inverse condemnation, takings, and nuisance), of any kind or other constitutional or non-constitutional claims of any kind 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, Acknowledgement, Waiver, and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.

**JOINDER BY MORTGAGEE**  
**TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

The undersigned, Flordade, LLC, and mortgagee ("Mortgagee") under that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement dated February 28, 2006 and recorded March 2, 2006, in Official Records Book 24283, Page 1471, as modified and extended by that certain Promissory Note and Mortgage Extension and Modification Agreement dated February 28, 2008 and recorded April 2, 2008, in Official Records Book 26301, Page 294, as further modified and extended by that certain Second Promissory Note and Mortgage Extension and Modification Agreement dated June 30, 2008 and recorded October 7, 2008, in Official Records Book 26600, Page 1813, as further modified and extended by Third Promissory Note and Mortgage Extension and Modification Agreement dated October 30, 2008 and recorded January 13, 2009, in Official Records Book 26716, Page 94, as further modified and extended by Fourth Promissory Note and Mortgage Extension and Modification Agreement dated February 28, 2009 and recorded April 28, 2009, in Official Records Book 26843, Page 2721, as further modified by Mortgage Modification Agreement dated June 30, 2009 and recorded October 1, 2009, in Official Records Book 27032, Page 4577, and as assigned by that certain Assignment of Note, Mortgage and Other Loan Documents dated February 10, 2012 and recorded February 22, 2012, in Official Records Book 28005, Page 520, all of the Public Records of Miami-Dade County, Florida covering all/or a portion of the property described in the foregoing Amended and Restated Declaration of Restrictions (the "Declaration") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Owner contained in the Declaration. None of the representations contained in the Declaration or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Declaration.

[SIGNATURE PAGE FOLLOWS]

March IN WITNESS WHEREOF, these presents have been executed this 28 day of March, 2013.

**WITNESSES:**

Signature

Printed Name

Signature

Printed Name

Flordade, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole member

By:

Name:

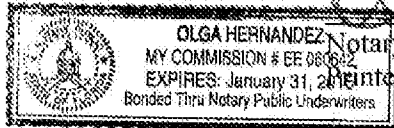
Title:

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2013, by Carlos Gonzalez of Flordade, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:



Olga Hernandez  
Notary Public - State of Florida  
Printed Name Olga Hernandez

**JOINDER BY MORTGAGEE**  
**TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

The undersigned, Flordade, LLC, and mortgagee ("Mortgagee") under that certain Florida Real Estate Mortgage, Assignment of Leases and Rents and Security Agreement recorded December 6, 2004 in Official Records Book 22878, Page 4330, as affected by that certain Future Advance and Modification Agreement recorded December 1, 2005 in Official Records Book 24006, Page 424; Assignment of Note and Mortgage recorded August 3, 2006 in Official Records Book 24788, Page 1943; Amended and Restated Mortgage and Security Agreement recorded August 3, 2006 in Official Records Book 24788, Page 1945; Mortgage, Note, and Other Loan Documents Assumption and Modification Agreement recorded March 13, 2008 in Official Records Book 26266, Page 2924; Assignment and Assumption of Security Instrument and Loan Documents recorded July 5, 2011 in Official Records Book 27743, Page 3137; Assignment and Assumption of Security Instrument and Loan Documents recorded July 20, 2011 in Official Records Book 27761, Page 4340, Partial Release of Loan Documents recorded October 26, 2012 in Official Records Book 28331, Page 980, all of the Public Records of Miami-Dade County, Florida covering all/or a portion of the property described in the foregoing Amended and Restated Declaration of Restrictions (the "Declaration") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Owner contained in the Declaration. None of the representations contained in the Declaration or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Declaration.

[SIGNATURE PAGE FOLLOWS]



March IN WITNESS WHEREOF, these presents have been executed this 28 day of March, 2013.

**WITNESSES:**

Signature

Printed Name

Signature

Printed Name

Flordade, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole member

By:

Name:

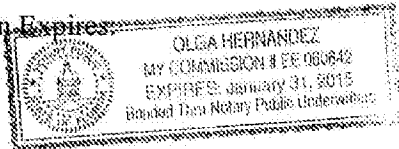
Title:

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of March, 2013, by Carlos Gonzalez as Division President of Flordade, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires

Notary Public - State of Florida

Printed Name

**JOINDER BY MORTGAGEE**  
**TO AMENDED AND RESTATED DECLARATION OF RESTRICTIONS**

The undersigned, **Flordade, LLC**, and mortgagee ("Mortgagee") under that certain Mortgage and Security Agreement dated March 7, 2006, executed by [Century Grand I, LLLP, a Florida limited liability limited partnership] Borrower in favor of BankUnited, FSB, recorded on March 30, 2006 in Official Records Book 24379, Page 1927, as partially released pursuant to that certain Partial Release of Mortgage dated August 14, 2007, recorded on August 21, 2007 in Official Records Book 25871, Page 2625, and that certain Partial Release of Mortgage dated August 16, 2007, recorded on August 21, 2007 in Official Records Book 25871, Page 2666, all of the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Amended and Restated Declaration of Restrictions (the "Declaration") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

NOW THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of the Property, and does not assume and shall not be responsible for any of the obligations or liabilities of the Owner contained in the Declaration. None of the representations contained in the Declaration or other documents shall be deemed to have been made by the Mortgagee, nor shall they be construed to create any obligations on the Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of the Mortgagee as set forth in the mortgage or in the Declaration.

IN WITNESS WHEREOF, these presents have been executed this 28 day of March, 2013.

**WITNESSES:**

Signature

Printed Name

Signature

Printed Name

Flordade, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida limited liability company, its sole member

By:

Name:

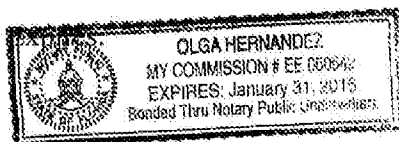
Title:

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 28 day of March, 2013, by Carlos Gonzalez as Division President of Flordade, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission



Notary Public - State of

Printed Name

#12578494\_v6

**RESOLUTION NO. 13-33**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING AND APPROVING THE MODIFICATION OF DECLARATION OF RESTRICTIVE COVENANTS FOR THE GRAND BAY AT DORAL TRADITIONAL NEIGHBORHOOD DEVELOPMENT, LOCATED ON THE EAST SIDE OF NW 107<sup>TH</sup> AVENUE SOUTH OF NW 90<sup>TH</sup> STREET, IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, 107th Avenue Doral Properties LLC., and Flordade, LLC ("Applicants") have requested approval of the modification Declaration of Restrictions approved pursuant to Resolution No. 08-03 and Resolution Z07-06 for the property generally located on the east side of NW 107 Avenue south of NW 90th Street, in the City of Doral, Miami-Dade County, Florida; and

WHEREAS, the requested modification combines two existing Declaration of Restrictions and includes a new phasing schedule, incorporates a modern style of architecture and to update code references; and

WHEREAS, on March 27, 2013 the City Council, after careful review and deliberation, including a review of staff's recommendation, determined that it is in the best interests of the citizens of the City of Doral to approve the modified Site Plan, subject to conditions;

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

Section 1. The City Council of the City of Doral hereby approves Applicant's request for approval of the modification Declaration of Restrictions approved pursuant to Resolution No. 08-03 and Resolution Z07-06, for the property generally

located on the east side of NW 107th Avenue south of NW 90th Street, in the City of Doral, Miami-Dade County, Florida

**Section 2.** This Resolution shall be recorded in the Public Records of Miami-Dade County, Florida and the Applicant shall pay the costs of recording said document.

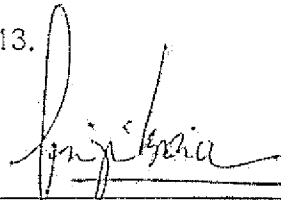
**Section 3.** This resolution shall become effective upon its passage and adoption by the City Council.

[Section left blank intentionally]

The foregoing Resolution was offered by Councilwoman Rodriguez who moved its adoption. The motion was seconded by Vice Mayor Rodriguez Aguilera and upon being put to a vote, the vote was follows:

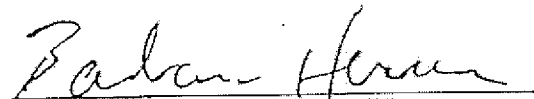
|                                       |     |
|---------------------------------------|-----|
| Mayor Luigi Boria                     | Yes |
| Vice Mayor Bettina Rodriguez Aguilera | Yes |
| Councilwoman Christi Fraga            | Yes |
| Councilwoman Ana María Rodríguez      | Yes |
| Councilwoman Sandra Ruiz              | Yes |

PASSED and ADOPTED this 27<sup>th</sup> day of March, 2013.



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

ATTEST:

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

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
JOE JIMENEZ, CITY ATTORNEY