

RESOLUTION NO. Z04-31

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA APPROVING AND AUTHORIZING THE REZONING OF THE SUBJECT PROPERTY FROM THE IU DISTRICT TO THE RU-3M DISTRICT FOR THE EAST 9.55 ACRES GENERALLY LOCATED AT THE SOUTHEAST CORNER OF NW 33 STREET AND NW 104 AVENUE, MIAMI-DADE COUNTY, FLORIDA, AS DEPICTED IN THE ATTACHED EXHIBIT "A"; AUTHORIZING THE CONCEPTUAL APPROVAL OF THE SITE PLAN; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the applicant, Beacon at Doral JV, is requesting approval of a rezoning from the IU District to the RU-3M District for the east 9.55 acres generally located at the Southeast corner of NW 33 Street and NW 104 Avenue, Miami-Dade County, Florida, to develop the property as residential; and

WHEREAS, the applicant is proposing a residential development containing 93 townhome units which is bound on the north and east by gated residential communities, an industrial office park on the west and on the south by a cemetery; and

WHEREAS, the Miami-Dade County Department of Planning and Zoning has reviewed the proposed application and has not issued any objections to same; and

WHEREAS, the applicant has proffered a covenant, attached hereto as Exhibit "B," outlining the proposed site plan, which shows the proposed townhome development including one pool area, a park and a gated entrance; and

WHEREAS, the CDMP designates this property as industrial and office uses and allows for a rezoning from an industrial use to a residential use as long as the property has residential on two sides, the property is less than ten acres and the perimeter of the property which is abutting the residential side is at least thirty percent of the entire perimeter; and

WHEREAS, the subject property complies with these requirements and, therefore, does not require a Comprehensive Plan Amendment in order to be rezoned; and

WHEREAS, at its meeting of December 8, 2004, the City Council of the City of Doral found it to be in the best interests of the City and its citizens to approve and authorize the rezoning from the

IU District to the RU-3M District for the east 9.55 acres generally located at the southeast corner of NW 33 Street and NW 104 Avenue.

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

Section 1. The rezoning from the IU District to the RU-3M District for the east 9.55 acres generally located at the southeast corner of NW 33 Street and NW 104 Avenue, Miami-Dade County, is hereby approved and authorized, subject to the conditions provided for in the Declaration of Restrictions, attached hereto as Exhibit "B."

Section 2. If any section, part of section, paragraph, clause, phrase or word of this Resolution is declared invalid, the remaining provisions of this Resolution shall not be affected.

Section 3. This Resolution shall become effective upon adoption.

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

Mayor Juan Carlos Bermudez	yes
Vice Mayor Peter Cabrera	yes
Councilman Michael DiPietro	yes
Councilwoman Sandra Ruiz	yes
Councilman Robert Van Name	yes

PASSED AND ADOPTED this 8th day of December, 2004.


JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:


SHEILA PAUL, CITY CLERK

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

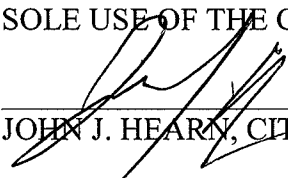

JOHN J. HEARN, CITY ATTORNEY

Exhibit "A"

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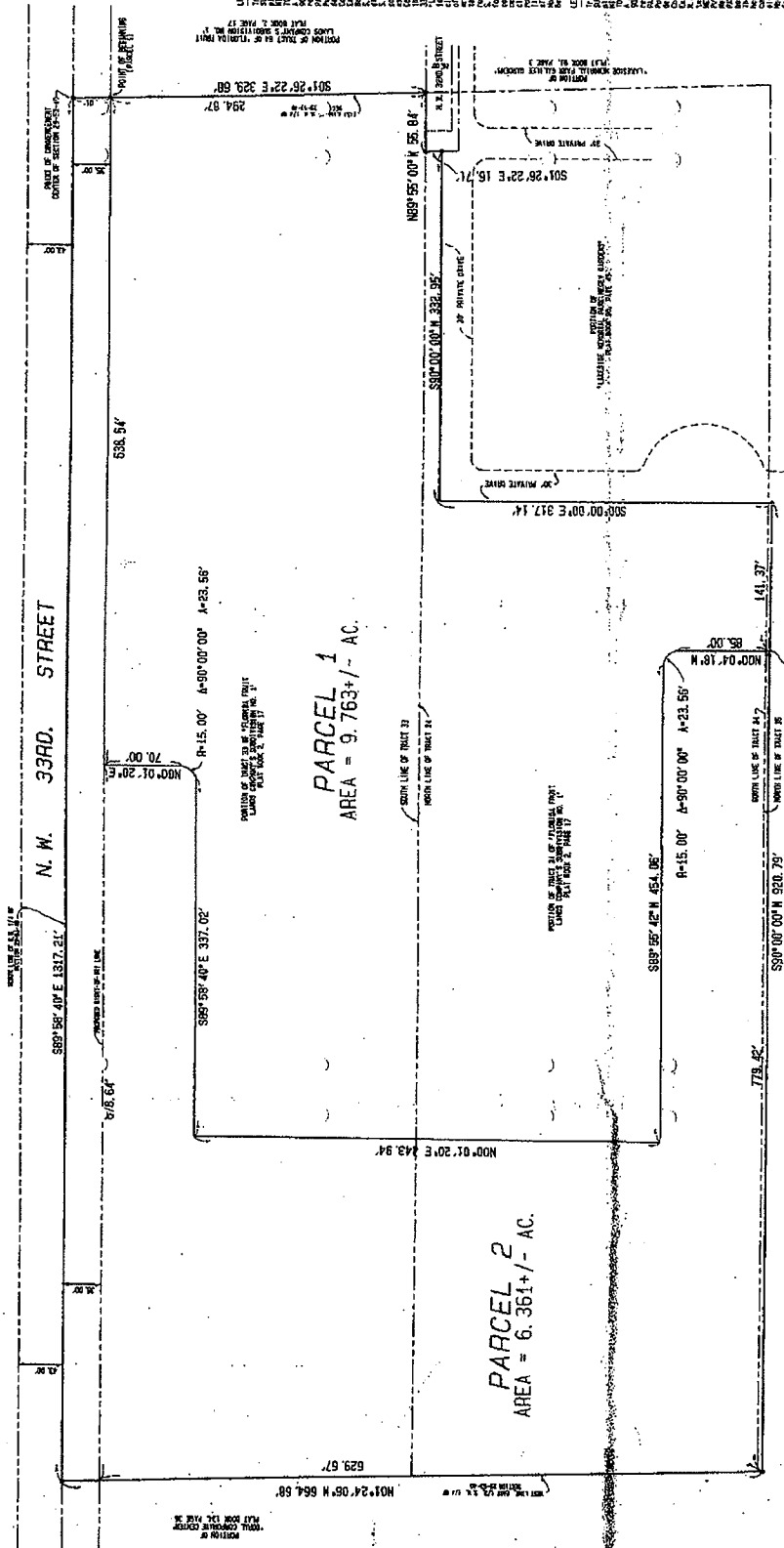
LEGAL DESCRIPTION (Parcel 2):

Tract 33 and portions of Tracts 34 and 35 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" of Section 29, Township 53 South, Range 40, according to the plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

A portion of "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", as recorded in Plat Book 90, at Page 45, and a portion of "LAKESIDE MEMORIAL PARK - AKIBA GARDENS", as recorded in Plat Book 142, at Page 6, and including all of "LAKESIDE MEMORIAL PARK - SAMARIA GARDENS", as recorded in Plat Book 142, at Page 9, all of the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:

Commence at the center of said Section 29; Thence run S.01°26'22"E., along the East line of the S.W. 1/4 of said Section 29, for 329.88 feet; Thence N.89°55'00"W. for 55.84 feet; Thence S.01°26'22"E. for 15.71 feet (the previous two courses were coincident with a portion of the Northerly boundary of LAKESIDE MEMORIAL PARK - GALILEE GARDENS", as recorded in Plat Book 91, at Page 3 of the Public Records of Miami-Dade County, Florida); Thence West, along the aforesaid Northerly boundary and along the Northerly boundary of said "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", for 332.95 feet; Thence South, in part, along the Westerly boundary of said "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", for 317.14 feet; Thence West for 141.37 feet to the Point of Beginning of parcel of land hereinafter to be described; Thence N.00°04'18"W. for 85.00 feet to a point of curvature of a circular curve, concave to the Southwest, and having for its elements a radius of 15 feet and a central angle of 90°00'00"; Thence run Northwesterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency; Thence S.89°55'42"E. for a distance of 454.06 feet to a point; Thence run N.00°01'20"E. for a distance of 443.94 feet to a point; Thence run S.89°58'40"E., parallel with the North line of the S.W. 1/4 of said Section 29, for a distance of 337.02 feet to a point of curvature of a circular curve, concave to the Northwest, and having for its elements a radius of 15 feet and a central angle of 90°00'00"; Thence run Northeasterly along the arc of said circular curve, for an arc distance of 23.56 feet to a point of tangency; Thence run N.00°01'20"E. for a distance of 70.00 feet to a point of intersection with a line that lies 35 feet South of and parallel with the North line of the S.W. 1/4 of said Section 29; Thence run N.89°58'40"W. along said parallel line with the North line of the S.W. 1/4 of said Section 29, for 678.64 feet to a point of intersection with the West line of the East 1/2 of the S.W. 1/4 of said Section 29; Thence run S.01°24'06"E., along the West line of the East 1/2 of the S.W. 1/4 of said Section 29, for a distance of 629.67 feet to a point; Thence run East for a distance of 779.42 feet to the Point of Beginning.

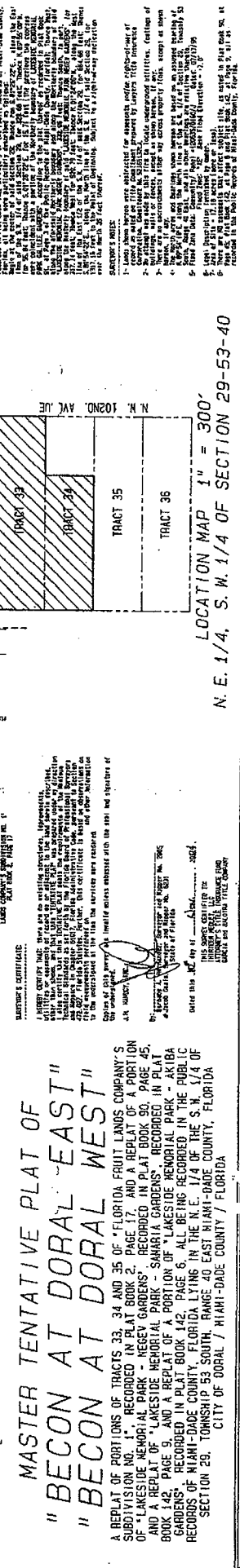


SKETCH & LEGAL DESCRIPTION


[illegible][illegible]

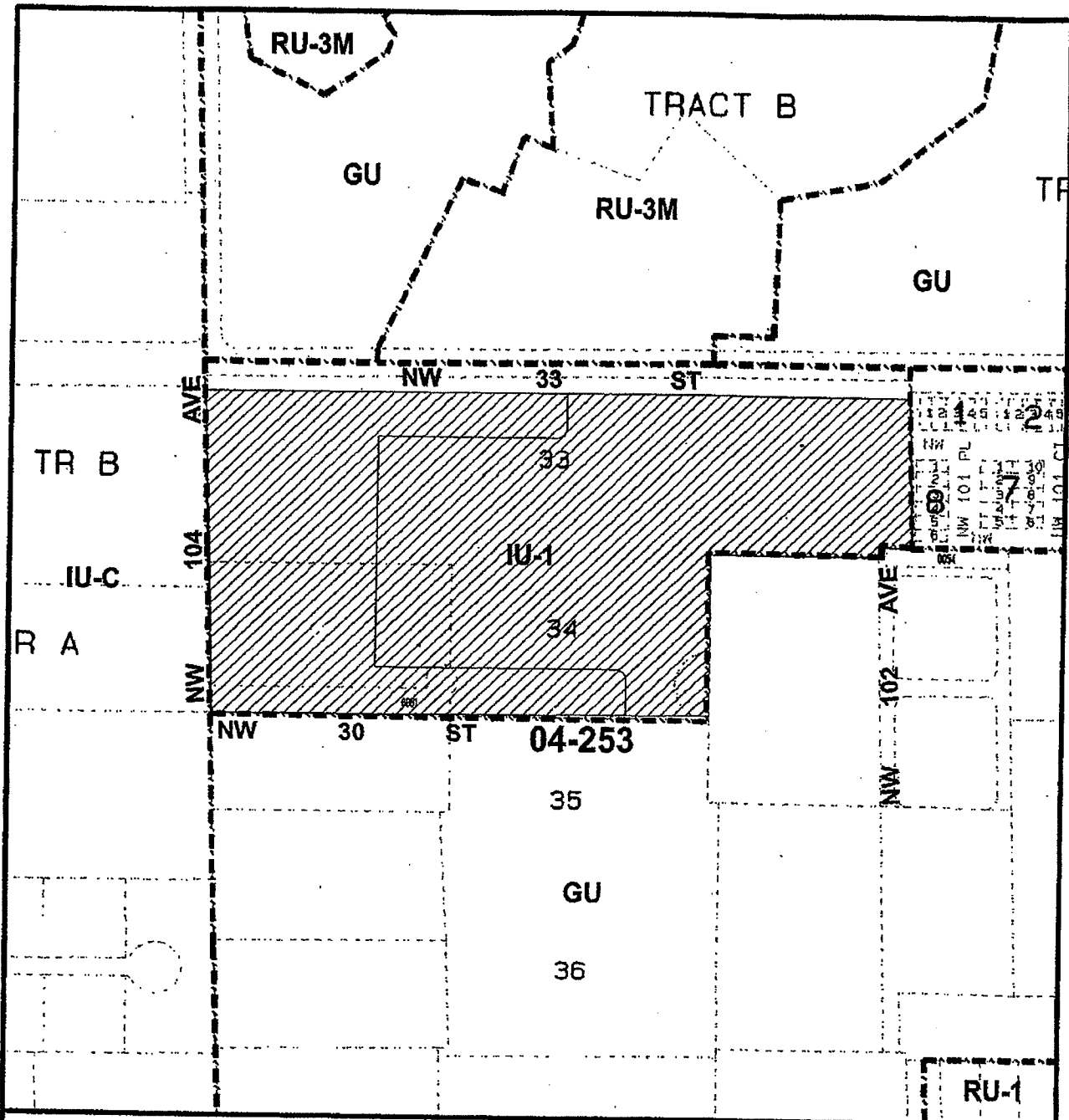
LOCATION MAP 1" = 300'
N. E. 1/4, S. W. 1/4 OF SECTION 29-53-40

[illegible]



REPLAT OF PORTIONS OF TRACTS 33, 34 AND 35 OF "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1," RECORDED IN PLAT BOOK 2, PAGE 17; AND A REPLAT OF A PORTION OF "LAKEVIEW MEMORIAL PARK - MEEGW GARDENS," RECORDED IN PLAT BOOK 90, PAGE 45, AND A REPLAT OF "LAKESIDE MEMORIAL PARK - SANHAYA GARDENS," RECORDED IN PLAT BOOK 168, PAGE 142, LIES WITHIN THE N.E. 1/4 OF THE S.W. 1/4 OF SECTIONS 29, TOWNSHIP 53 SOUTH, RANGE 40 EAST MIAMI-DADE COUNTY, FLORIDA CITY OF DORDAL / MIAMI-DADE COUNTY / FLORIDA

 **J. H. MANUCY, INC.**
Land Surveyors / Civil, Structural & Environmental Engineers
4534 Pitts Avenue • Suite 203
Baltimore, Maryland 21206
(410) 521-1500



**MIAMI-DADE COUNTY
HEARING MAP**

Section: 29 Township: 53 Range: 40

Process Number: 04-253

Applicant: BEACON @ DORAL JV C/O CODINA GRP.

The City of Doral Council: DOR

Drafter :ERIC

Scale: 1:200'

S C A L E
0 200'



 **SUBJECT PROPERTY**



This Instrument was Prepared by:

Name: Juan J. Mayol, Jr., Esq.
Address: Akerman Senterfitt, P.A.
One SE Third Avenue, 28th Floor
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

(BEACON AT DORAL EAST)

WHEREAS, the undersigned, Beacon at Doral Joint Venture, a Florida general partnership (the "Owner"), holds the fee simple title to that certain parcel of land located in Miami-Dade County which is legally described as follows:

See Exhibit "A"

hereinafter the "Property."

NOW, THEREFORE, in order to assure the City of Doral (the "City") that the representations made by the Owner during its consideration of Public Hearing No. 04-253 (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

1. **Conceptual Site Plan.** The Property shall be developed substantially in accordance with that certain site plan submitted with the Application, entitled "Beacon at Doral East/Plan A", consisting of thirteen (13) sheets (including the cover page), as prepared by Pascual Perez Kiliddjian & Associates, dated December 6, 2004 (the "Plan"). Prior to the issuance of a building permit for the construction of any dwelling unit within the Property, the Owner shall submit to the City for administrative review and approval a detailed site plan, which plan shall be substantially in accordance with the Plan, except as modified as follows:

a. All trees to be planted along the perimeter of the Property, including on top of the berm along the NW 33rd Street frontage, shall be planted at a height of 14 – 16 feet at the time of planting;

b. In addition to the landscaping shown on the Plan along NW 33rd Street, the Owner shall install along NW 33rd Street, except for points of ingress and egress, an eight foot (8') high (or such height as may be permitted under the applicable zoning regulations) chain link or metal railing fence with decorative columns and a hedge (of such species as may be approved by the City Manager at a height of four feet (4') at the time of planting and maintained at a height of six feet (6')) which hedge shall be planted on the street side of the fence; and

c. The southern boundary of the Property shall be secured by chain link fence, decorative fence or wooden fence along the rear property line of the proposed dwelling units.

Once the Owner has installed all of the improvements and landscaping contemplated in this Paragraph, the Owner may transfer all maintenance responsibilities over the landscaping and improvements to a homeowners association and/or a special taxing district.

In addition, prior to the issuance of such administrative site plan approval, the Owner shall provide to the City proof of compliance from the Miami-Dade County Department of Environmental Resources Management with the applicable stormwater management requirements.

2. **Controlled Density.** The number of dwelling units that may be developed on the Property shall not exceed ninety-three (93).

3. **Roadway Improvements.** Prior to the issuance of a certificate of use and occupancy for any improvements within the Property, the Owner shall make or cause to be made one of the following improvements (as selected by the City Council at the Public Hearing on the Application or by subsequent resolution): (a) the installation of a traffic signal at the intersection of NW 104th Avenue and NW 33rd Street or (b) the construction of a dedicated northbound to westbound left turn lane at the intersection of NW 33rd Street and NW 97th Avenue. The Owner's obligations under this Paragraph are explicitly contingent upon the following conditions precedent: (1) the approval of all affected governmental agencies; (2) the receipt of a determination from the Director of the Miami-Dade Public Works Department approving the off-site improvement credit against the roadway impact fees that would be assessed against the development of the Property in the amount of the cost of improvement; and (3) the availability of right-of-way and/or necessary easements. If the Owner is unsuccessful in obtaining the

necessary governmental approvals or in securing the impact fee credit or if the available right-of-way is not sufficient to accommodate the proposed improvement, the Owner shall be released of any further liability under this Paragraph and such release shall be evidenced in a recordable affidavit signed by the City Manager.

4. **Notice of Proximity to Industrial Activities.** In connection with the first time sale of each dwelling unit, the Owner shall provide the following notice (the "Notice"), in a document separate from the purchase and sale contract, to each purchaser of a dwelling unit within the Property:

The Property is located in close proximity to industrially zoned properties where industrial activities take place. As such, the Property may be exposed to noise, traffic glare and fumes throughout the day and night.

The Notice shall be recorded in the Public records of Miami-Dade County prior to the issuance of a certificate of occupancy for each dwelling unit. This paragraph shall not apply to the future re-sale of dwelling units within the Property.

5. **Improvements to Park Site.** As shown on the Plan, the Owner has set aside a 1.32 acre portion of the Property for the development and maintenance of a Park (the "Park Site"). Prior to the conveyance of the Park Site to the City, the Owner shall cause the Park Site to be demucked, graded, sodded, landscaped, as shown on the Plan, and enclosed by a 3 – 4 feet high chain link fence along NW 33rd Street. In addition, simultaneously with the conveyance of the Park Site to

the City, the Owner shall contribute \$50,000.00 to the City for additional improvements and equipment for the Park Site.

6. 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 Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the City and the public welfare. The Owner, and its heirs, successors and assigns, acknowledge that acceptance of this declaration does not in any way obligate or provide a limitation on the City.

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

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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City, or other procedure permitted under the City's Code, whichever by law has jurisdiction over such matters, after public hearing.

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 City 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 to Withhold Permits and Inspections.** In the event the terms of this Declaration are not being complied with, in addition to any other remedies

available, the City is hereby authorized to withhold any further permits, and refuse to make any inspections or grant any approvals, until such time as this Declaration is complied with.

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

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

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

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

K. Acceptance of Declaration. The Owner acknowledge that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance.

L. Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

[Signature Page Follows]

IN WITNESS WHEREOF, we have hereunto set our hands and seal this _____ day of
October, 2004.

WITNESSES:

BEACON AT DORAL
JOINT VENTURE , a Florida general partnership

By: CDC/BD, LLC, a Florida liability
Company, Managing Venturer

Signature

By: _____
Name: Kolleen O.P. Cobb
Title: Vice President

Printed Name

Signature

Printed Name

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

The foregoing instrument was acknowledged before me by Kolleen OP Cobb, as Vice President of CDC/BD, LLC, a Florida limited liability company, as Managing Venturer of Beacon at Doral Joint Venture, a Florida general partnership, for the purposes stated herein on behalf of said partnership. She/He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this _____ day of _____, 2005, in
the County and State aforesaid.

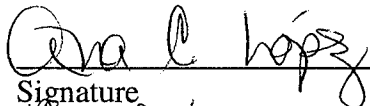
My Commission Expires:

Notary Public - State of Florida

Printed Name


IN WITNESS WHEREOF, we have hereunto set our hands and seal this 9th day of
February, 2005.

WITNESSES:



Signature
Ana C. Lopez

Printed Name:

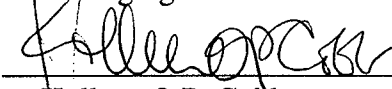


Signature
Rafael Romero

Printed Name

BEACON AT DORAL JOINT VENTURE , a
Florida general partnership

By: CDC/BD, LLC, a Florida liability Company,
Managing Venturer

By: 

Name: Kolleen O.P. Cobb


Title: Vice President

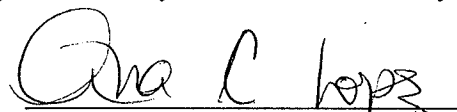
STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Kolleen OP Cobb, as Vice President of CDC/BD, LLC, a Florida limited liability company, as Managing Venturer of Beacon at Doral Joint Venture, a Florida general partnership, for the purposes stated herein on behalf of said partnership. She is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 9th day of February, 2005, in the County and State aforesaid.

My Commission Expires:

 Ana C. Lopez
My Commission DD199945
Expires April 03, 2007



Notary Public - State of Florida
Ana C. Lopez

Printed Name

LEGAL DESCRIPTION (Parcel 1):

Tract 33 and portions of Tracts 34 and 35 of "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1" of Section 29, Township 53 South, Range 40, according to the plat thereof as recorded in Plat Book 2, at Page 17 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

A portion of "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", as recorded in Plat Book 90, at Page 45, and a portion of "LAKESIDE MEMORIAL PARK - AKIBA GARDENS", as recorded in Plat Book 142, at Page 6, and including all of "LAKESIDE MEMORIAL PARK - SAMARIA GARDENS", as recorded in Plat Book 142, at Page 9, all of the Public Records of Miami-Dade County, Florida, all being more particularly described as follows:
Commence at the center of said Section 29; Thence run S.01°26'22"E., along the East line of the S.W. 1/4 of said Section 29, for 35.01 feet to the Point of Beginning of parcel of land hereinafter to be described; Thence continue S.01°26'22"E., along the East line of the S.W. 1/4 of said Section 29 for a distance of 284.67 feet; Thence N.89°55'00"W. for 55.84 feet; Thence S.01°26'22"E. for 15.71 feet (the previous two courses were coincident with a portion of the Northerly boundary of LAKESIDE MEMORIAL PARK - GALILEE GARDENS", as recorded in Plat Book 91, at Page 3 of the Public Records of Miami-Dade County, Florida); Thence West, along the aforesaid Northerly boundary and along the Northerly boundary of said "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", for 332.95 feet; Thence South, in part, along the Westerly boundary of said "LAKESIDE MEMORIAL PARK - NEGEV GARDENS", for 317.14 feet; Thence West for 141.37 feet; Thence N.00°04'18"W. for 85.00 feet to a point of curvature of a circular curve, concave to the Southwest, and having for its elements a radius of 15 feet and a central angle of 90°00'00"; Thence run Northwesterly along the arc of said circular curve for an arc distance of 23.56 feet to a point of tangency; Thence S.89°55'42"E. for a distance of 454.06 feet to a point; Thence run N.00°01'20"E. for a distance of 443.94 feet to a point; Thence run S.89°58'40"E., parallel with the North line of the S.W. 1/4 of said Section 29, for a distance of 337.02 feet to a point of curvature of a circular curve, concave to the Northwest, and having for its elements a radius of 15 feet and a central angle of 90°00'00"; Thence run Northeasterly along the arc of said circular curve, for an arc distance of 23.56 feet to a point of tangency; Thence run N.00°01'20"E. for a distance of 70.00 feet to a point of intersection with a line that lies 35 feet South of and parallel with the North line of the S.W. 1/4 of said Section 29; Thence run S.89°58'40"E. along said parallel line with the North line of the S.W. 1/4 of said Section 29, for 638.54 feet to the Point of Beginning.

This Instrument was Prepared by:

Name: Juan J. Mayol, Jr., Esq.
Address: Akerman Senterfitt, P.A.
One SE Third Avenue, 28th Floor
Miami, Florida 33131

(Space Reserved for Clerk of the Court)

DECLARATION OF RESTRICTIONS

(BEACON AT DORAL WEST)

WHEREAS, the undersigned, Beacon at Doral Joint Venture, a Florida general partnership (the "Owner"), holds the fee simple title to that certain parcel of land located in Miami-Dade County which is legally described as follows:

See Exhibit "A"

hereinafter the "Property."

NOW, THEREFORE, in order to assure the City of Doral (the "City") that the representations made by the Owner during its consideration of the Owner's application to rezone the Property from IU-1 to RU-3M (the "Application") will be abided by, the Owner freely, voluntarily and without duress, makes the following Declaration of Restrictions covering and running with the Property:

{M2177789;5}

Section-Township-Range 29-53-40
Folio No. 3530290010351

1. **Conceptual Site Plan.** The Property shall be developed substantially in accordance with that certain site plan submitted with the Application, entitled "Beacon at Doral West/Plan A", consisting of thirteen (13) sheets (including the cover page), as prepared by Pascual Perez Kiliddjian & Associates, dated December 6, 2004 (the "Plan"). Prior to the issuance of a building permit for the construction of any dwelling unit within the Property, the Owner shall submit to the City for administrative review and approval a detailed site plan, which plan shall be substantially in accordance with the Plan, except as modified as follows:

a. All trees to be planted along the perimeter of the Property, including on top of the berm along the NW 33rd Street frontage, shall be planted at a height of 14 – 16 feet at the time of planting;

b. The Owner shall install and, thereafter maintain, an eight foot (8') high (or such height as may be permitted under the applicable zoning regulations) masonry wall along the west boundary line of the Property, which wall shall be plastered with a sound attenuating finish;

c. In addition to the landscaping shown on the Plan along NW 33rd Street, the Owner shall install along NW 33rd Street, except for points of ingress and egress, an eight foot (8') high (or such height as may be permitted under the applicable zoning regulations) chain link or metal railing fence with decorative columns and a hedge (of such species as may be approved by the City Manager at a height of four feet (4') at the time of planting and maintained at a height of six feet (6')) which hedge shall be planted on the street side of the fence; and

d. The southern boundary of the Property shall be secured by chain link fence, decorative fence or wooden fence along the rear property line of the proposed dwelling units.

Once the Owner has installed all of the improvements and landscaping contemplated in this Paragraph, the Owner may transfer all maintenance responsibilities over the landscaping and improvements to a homeowners association and/or a special taxing district.

In addition, prior to the issuance of such administrative site plan approval, the Owner shall provide to the City proof of compliance from the Miami-Dade County Department of Environmental Resources Management with the applicable stormwater management requirements.

2. **Controlled Density.** The number of dwelling units that may be developed on the Property shall not exceed eighty-three (83).

3. **Roadway Improvements.** Prior to the issuance of a certificate of use and occupancy for any improvements within the Property, the Owner shall make or cause to be made one of the following improvements (as selected by the City Council at the Public Hearing on the Application or by subsequent resolution): (a) the installation of a traffic signal at the intersection of NW 104th Avenue and NW 33rd Street or (b) the construction of a dedicated northbound to westbound left turn lane at the intersection of NW 33rd Street and NW 97th Avenue. The Owner's obligations under this Paragraph are explicitly contingent upon the following conditions precedent: (1) the approval of all affected governmental agencies; (2) the receipt of a determination from the Director of the Miami-Dade Public Works Department approving the off-site improvement credit against the roadway impact fees that would be assessed against the development of the Property in the amount of the cost of improvement; and (3) the availability of right-of-way and/or necessary easements. If the Owner is unsuccessful in obtaining the

necessary governmental approvals or in securing the impact fee credit or if the available right-of-way is not sufficient to accommodate the proposed improvement, the Owner shall be released of any further liability under this Paragraph and such release shall be evidenced in a recordable affidavit signed by the City Manager.

4. Notice of Proximity to Industrial Activities In connection with the first time sale of each dwelling unit, the Owner shall provide the following notice (the "Notice"), in a document separate from the purchase and sale contract, to each purchaser of a dwelling unit within the Property:

The Property is located in close proximity to industrially zoned properties where industrial activities take place. As such, the Property may be exposed to noise, traffic glare and fumes throughout the day and night.

The Notice shall be recorded in the Public records of Miami-Dade County prior to the issuance of a certificate of occupancy for each dwelling unit. This paragraph shall not apply to the future re-sale of dwelling units within the Property.

5. 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 Owner shall constitute a covenant running with the land and may be recorded, at the Owner's expense, in the public records of Miami-Dade County, Florida, and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and limitation upon, all present and future owners of the real property and for the benefit of the City and the public welfare. The Owner, and its heirs, successors and assigns, acknowledge that acceptance of this declaration does not in any way obligate or provide a limitation on the City.

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

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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City, or other procedure permitted under the City's Code, whichever by law has jurisdiction over such matters, after public hearing.

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

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

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

I. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect. However, if any material portion is invalidated, the City shall be entitled to revoke any approval predicated upon the invalidated portion.

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

K. Acceptance of Declaration. The Owner acknowledge that acceptance of this Declaration does not obligate the City in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the City Council retains its full power and authority to deny each such application in whole or in part, and to decline to accept any conveyance.

L. Owner. The term Owner shall include the Owner, and its heirs, successors and assigns.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 9th day of
February, 2005.

WITNESSES:

Ana C. Lopez
Signature

Ana C. Lopez
Printed Name

Carmen C. Castillo
Signature
CARMEN C. CASTILLO
Printed Name

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

BEACON AT DORAL JOINT VENTURE , a
Florida general partnership

By: CDC/BD, LLC, a Florida liability Company,
Managing Venturer

By: Kolleen O.P. Cobb
Name: Kolleen O.P. Cobb
Title: Vice President

The foregoing instrument was acknowledged before me by Kolleen OP Cobb, as Vice President of CDC/BD, LLC, a Florida limited liability company, as Managing Venturer of Beacon at Doral Joint Venture, a Florida general partnership, for the purposes stated herein on behalf of said partnership. She/He is personally known to me or has produced _____ as identification.

Witness my signature and official seal this 9th day of February, 2005, in the County and State aforesaid.

My Commission Expires:

Ana C. Lopez
Notary Public - State of Florida
Ana C. Lopez
Printed Name

