

This instrument was prepared by:

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

(Space reserved for Clerk)

SECOND AMENDED AND RESTATED
DECLARATION OF RESTRICTIONS

THIS SECOND AMENDED AND RESTATED DECLARATION OF RESTRICTIONS is made this 9 day of April, 2013, 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 +/-102 acre parcel of land located in the City of Doral, Florida, which is more particularly described in the attached Exhibit "A" (the "TND Parcel"), and Landmark holds the fee simple title to that certain +/-15.7 acre parcel of land located in Doral, Florida, which is more particularly described in the attached Exhibit "B" (the "Industrial Parcel"), which collectively make up the "Property";

WHEREAS, the TND Parcel consists of the North Parcel, owned by Lennar, and the South Parcel, owned by Landmark, each of which is more particularly described in the attached Exhibit "C;"

WHEREAS, the TND Parcel was originally approved as a traditional neighborhood development and the Industrial 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;

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 Records of Miami-Dade County, Florida in connection with the passage of Resolution No. CZAB9-14-03, which placed certain restrictions and conditions on the development of the Property;

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 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") held a public hearing on March 27, 2013, wherein it adopted Resolution No. 13-34 (the "Resolution") to approve a second amendment and restatement of the above referenced declarations of restrictions, as modified, as a Second 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. **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 (the "Site Plan") consisting of 41 sheets, 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 TND 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 Community Development Department, and planted twenty-five feet (25') on center; and (iii) a hedge, consisting of such species as may be approved by the Community Development 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."
5. **Residential Density.** The proposed residential development on the TND Parcel shall be limited to 1,109 residential units exclusive of any transfer of development rights that may be applied to the Property pursuant to Chapter 62 of the City's Land Development Code.
6. **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.
7. **Maintenance.** The Owners shall provide for the maintenance of all common areas and 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 and the City.

8. **Child-Care Building.** The Owners may provide a building for child-care use within the TND Parcel pursuant to Section 68-505 of the City's Land Development Code.
9. **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. 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.
10. **Notification of Proximity of Solid Waste Facility, Acknowledgment, Waiver and Release.** The Owners 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 Developer shall cause every prospective purchaser or lessee to execute the written notification, acknowledgement, waiver, and release in writing and the Developer 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.

11. **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.
12. **Reservation of Library Site.** As depicted on the Site Plan, the Owners shall set aside adequate land within the TND Parcel 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 a 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 Site") for future conveyance to Miami-Dade County (or to its successor municipal corporation) for the construction of a library or other similar civic use, pursuant to the terms of a mutually acceptable purchase and sale agreement. Civic uses, including those described in this Paragraph and Paragraphs 8 and 9, shall constitute a minimum of two percent of the gross area of the TND Parcel development. Should Miami-Dade County (or its successor municipal corporation) elect not to purchase the Library Site, then the Library Site may be developed for any other Civic Use as defined in 68-505 of the City's Land Development

Code. The conveyance of the Library Site shall take place pursuant to terms and conditions mutually agreed upon by Miami-Dade County (or its successor municipal corporation) 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 Miami-Dade County (or its successor municipal corporation) to enter into a purchase and sale agreement for the Library Site.

13. **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.
14. **Construction and Widening of N.W. 102 and 107 Avenues.** The Owners agree 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. The foregoing notwithstanding, in the event that the District is created, then the District shall be responsible for the widening of N.W. 107 Avenue. The District shall also have the obligation to build two (2) lanes of N.W. 102 Avenue, from N.W. 62 Street to theoretical N.W. 67 Street in accordance with the procedures and requirements, and subject to the approval, of the City. The widening of N.W. 107 Avenue shall be commenced prior to the application for or the issuance of a building permit for the construction of any dwelling unit within the TND Parcel, except for up to ten (10) model units and sales/construction trailers. Up to 200 building permits and certificates of occupancy for dwelling units within the TND Parcel may be issued after the commencement but before the completion of construction of the improvements to

N.W. 107 Avenue as long as the Owners are proceeding in good faith to complete the improvements in a timely fashion. Upon the opening of opening of the additional lanes of N.W. 102 Avenue and N.W. 107 Avenue to vehicular traffic, the Owners shall have no additional obligations under this Paragraph.

15. **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 often (10) years.
16. **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 22020 at Page 4136, (ii) the Amended and Restated Declaration of Restrictive Covenants executed and accepted by the City pursuant to Resolution No. Z05-39, 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.

17. **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 approved by the City Council of the City of Doral, or 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. In no event shall the Owners seek to modify the Declaration to increase the density beyond one thousand one hundred nine (1,109) dwelling units. Notwithstanding anything in this Declaration to the contrary, the immediately preceding sentence of this paragraph shall not be modified, amended or released

to increase the number of dwelling units without the previous written consent of seventy-five percent (75%) of the owners of property within one thousand feet (1,000') of the exterior boundary of the TND Parcel and the Industrial Parcel (the "Neighboring Owners"). The Notice shall be in such form as may be approved by the City Attorney and shall, at a minimum, inform the Neighboring Owners that a zoning application is either pending or will be pending that seeks to increase residential density on the TND Parcel, that as Neighboring Owners they have the right not to consent to the request, that they will be notified of the date, time and place for the public hearing(s) on the request, and that failure to respond to the consent solicitation in writing within thirty (30) days of their receipt of the solicitation will be deemed as their written consent to the proposed increase in residential density. The Notice may be sent by the Owners or by a third party vendor contracted by the Owners via U.S. Mail. An affidavit shall be provided to the City attesting to the date of the mailing and a copy of the Notice. For purposes of this Paragraph, the term "previous written consent" shall mean either an executed consent by a Neighboring Owner or the failure of such Neighboring Owner to respond to the solicitation within thirty (30) days after such solicitation is delivered in accordance with the terms of this paragraph. For purposes of providing notice of a public hearing seeking an increase in residential density, notice of the public hearing(s) shall be provided to owners of property within one thousand feet (1,000') of the TND Parcel and the Industrial Parcel.

- 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" shall include the undersigned, their heirs, successors, and assigns.

[EXECUTION PAGES FOLLOW]

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

WITNESSES:

[Signature]
 Witness
Vinith Franco
 Printed Name

Lennar Homes, LLC

a Florida limited liability company

By:

[Signature]
 Signature
Carlos Gonzalez
 Printed Name / Title

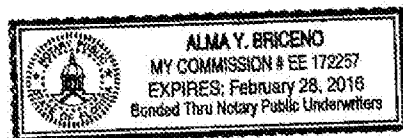
Address:

[Signature]
 Witness
Rada Bermudez
 Printed Name

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

The foregoing instrument was acknowledged before me this 28th day of March, 2013, by Carlos Gonzalez, as V.P. of Lennar Homes, 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
Alma Briceño
 Printed Name

IN WITNESS WHEREOF, Landmark at Doral Holdings, LLC, has caused these present to be signed in its name on this 28th day of March, 2013.

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

Margaret Ficano
Printed Name

[Signature]
Witness

Marian Presti
Printed Name

Margaret Ficano
Witness

Margaret Ficano
Printed Name

[Signature]
Witness

Marian Presti
Printed Name

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

By: [Signature]
Name: Marc Jorjoff
Title: Vice President and Secretary

By: [Signature]
Name: David N. Nye
Title: Vice President and Treasurer

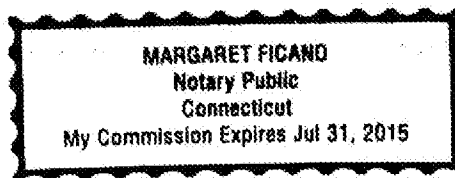
STATE OF CONNECTICUT)
) SS:
 COUNTY OF FALLS

BEFORE ME, personally appeared Mari Perovskoff, as Vice President and Secretary,
 and Kevin Nuzie, as Treasurer, 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 28th day of
March, 2013, and each acknowledged to and before me that he/she executed the
 same for the purpose therein. Each is 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 28th day of
March, 2013 A.D.

(NOTARY SEAL)

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



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

WITNESSES:

Concepcion Diaz
Signature

Concepcion Diaz
Printed Name

Karina La Rosa
Signature

Karina La 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 9th day of April, 2013, in the County and State aforesaid.

Barbara Herrera
Notary Public State of Florida

Barbara Herrera
Printed Name

My Commission Expires:

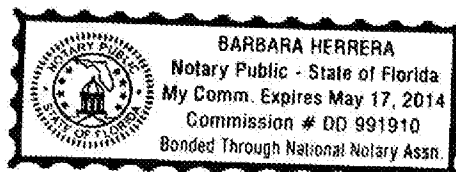


EXHIBIT "A"**LEGAL DESCRIPTION OF TND PARCEL****PARCEL I:**

The West 1/3 of the East 865 feet of Tracts 41, 42, 43 and 44, 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.

PARCEL II:

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.

LESS:

The East 415 feet of Tracts 24, 33, 34, 35 and 36, all in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, Section 17, Township 53, 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 DESCRIPTION OF INDUSTRIAL PARCEL

The East 415 feet of Tracts 24, 33, 34, 35 and 36, all in FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, Section 17, Township 53, 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 "C"LEGAL DESCRIPTION OF THE NORTH PARCEL AND THE SOUTH PARCELNORTH 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 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.

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)**SOUTH PARCEL:**

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; 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 17336, Page 459.

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>
Start Development No later than	July 2013	July 2014	July 2015	July 2016	July 2017	July 2018
	<u>Units/Sq.Ft.</u>	<u>Units /Sq.Ft.</u>	<u>Units/Sq.Ft.</u>	<u>Units/Sq.Ft.</u>	<u>Units /Sq.Ft.</u>	<u>Units/Sq.Ft.</u>
<u>Townhouses:</u>	60 units	84 units	83 units	83 units	83 units	83 units
<u>Condominiums:</u>	0 units	63 units	62 units	62 units	62 units	62 units
<u>Shopfront and Workshop Residential:</u>	0 units	0 units	0 units	0 units	161 units	161 units
<u>Shopfront and Workshop Commercial:</u>	0 sq. ft.	0 sq. ft.	0 sq. ft.	0 sq. ft.	114,442 sq. ft.	114,441 sq. ft.
<u>Civic Uses¹:</u> Civic Center/ Library/Civic Use	Timing pursuant to Declaration.					
TOTAL DEVELOPMENT consists of 1,109 dwelling units, up to 228,883 sq. ft. of commercial/office use, and civic uses						

* 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.

¹ 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 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 "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. 13-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, AUTHORIZING AND APPROVING THE MODIFICATION OF THE AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS FOR THE LANDMARK AT DORAL TRADITIONAL NEIGHBORHOOD DEVELOPMENT, LOCATED ON NORTHEAST CORNER OF NW 58TH STREET AND NW 107TH AVENUE, IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA; PROVIDING FOR RECORDATION; PROVIDING AN EFFECTIVE DATE

WHEREAS, Landmark at Doral Holdings, LLC and Lennar Homes, LLC ("Applicants") have requested approval of the modification of the Amended and Restated Declaration of Restrictive Covenants approved pursuant to Resolution No. Z05-39, for the property generally located on the northeast corner of NW 58th Street and NW 107 Avenue, in the City of Doral, Miami-Dade County, Florida; and

WHEREAS, the requested modification includes a new phasing schedule, incorporation of a modern style of architecture a modification of the size of the meeting hall, 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 application for the modification of the Amended and Restated Declaration of Restrictive Covenants approved pursuant to Resolution No. Z05-39, for the property generally

located on the northeast corner of NW 58th Street and NW 107 Avenue, 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.

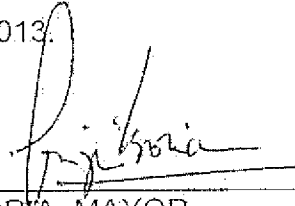
Section 3. This Resolution shall become effective upon its passage and adoption by the City Council.

[Section left blank intentionally]

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

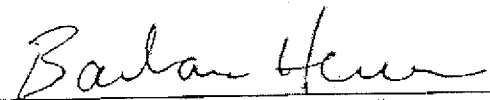
Mayor Luigi Boria	Yes
Vice Mayor Bettina Rodriguez Aguilera	Yes
Councilwoman Christi Fraga	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED and ADOPTED this 27th day of March, 2013.



LUIGI BORJA, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:



JOE JIMENEZ, CITY ATTORNEY