### **ORDINANCE NO. 2007-21**

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING THE REZONING OF **± 16.5 ACRES GENERALLY LOCATED ON NW 102** AVENUE AND NW 68TH STREET, DORAL FLORIDA. (INDUSTRIAL COMMERCIAL) AND GU FROM IC (GENERAL USE) TO MF-1 (MULTI-FAMILY RESIDENTIAL -1), AND MF-2 (MULTI-FAMILY RESIDENTIAL -2);THE REZONING OF ± 16.5 ACRES GENERALLY LOCATED ON NW 102 AVENUE AND NW 71 STREET, DORAL FLORIDA FROM IC (INDUSTRIAL COMMERCIAL) AND (GENERAL USE) TO MF-1 (MULTI-FAMILY GU AND RESIDENTIAL-1) MF-2 (MULTI-FAMILY RESIDENTIAL-2); APPROVING THE SITE PLAN FOR CENTURY PALMS AT DORAL I AND II ; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jacqueline Property Holdings, LLC, ("Applicants"), has requested approval of a rezoning of approximately 16.5 acres generally located on NW 102 Avenue and NW 68<sup>th</sup> Street, Doral, Florida, from IC (Industrial Commercial) and GU (General Use) to MF-1 (Multi-Family Residential-1) and MF-2 (Multi-Family Residential-2); and

WHEREAS, Jacqueline Property Holdings, LLC, ("Applicants"), has requested approval of a rezoning of approximately 16.5 acres generally located on NW 102 Avenue and NW 71<sup>st</sup> Street, Doral, Florida, from IC (Industrial Commercial) and GU (General Use) to MF-1 (Multi-Family Residential-1) and MF-2 (Multi-Family Residential-2); and

WHEREAS, Jacqueline Property Holdings, LLC, ("Applicants"), has requested approval of a site plan of Century Palms at Doral I for the development of 159 townhome units; and

WHEREAS, Jacqueline Property Holdings, LLC, ("Applicants"), has requested approval of a site plan of Century Palms at Doral II for the development of 160 townhome units; and

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

WHEREAS, on November 28, 2007 the City Council held a quasi-judicial hearing and received testimony and evidence related to the Application from the Applicant and other persons and found that the rezoning is consistent with the Comprehensive Plan and is in the best interest of the citizens of Doral;

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

<u>Section 1</u>. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a part of this Ordinance upon adoption hereof.

Section 2. A rezoning of approximately 16.5 acres generally located on NW 102 Avenue and NW 68<sup>th</sup> Street, Doral, Florida, from IC (Industrial Commercial) and GU (General Use) to MF-1 (Multi-Family Residential-1) and MF-2 (Multi-Family Residential-2), approval of the site plan for Century Palms at Doral I dated November 11, 2007 ("Exhibit A") for the development of 159 townhome units; and

<u>Section 3.</u> A rezoning of approximately 16.5 acres generally located on NW 102 Avenue and NW 71<sup>st</sup> Street, Doral, Florida, from IC (Industrial Commercial) and GU (General Use) to MF-1 (Multi-Family Residential-1) and MF-2 (Multi-Family Residential-2), approval of the site plan for Century Palms at

Doral II dated November 11, 2007 ("Exhibit B") for the development of 160 townhome units; is hereby approved.

<u>Section 4.</u> This ordinance shall become effective upon its passage and adoption by the City Council.

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

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

PASSED AND ADOPTED upon first reading the 26<sup>th</sup> day of September 2007.

PASSED AND ADOPTED upon second reading the 28th day of November 2007.

JUAN CARLOS BERMUDEZ, MAYOR

ATTEST

BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY FOR THE

SOLE USE OF THE CITY OF DORAL:

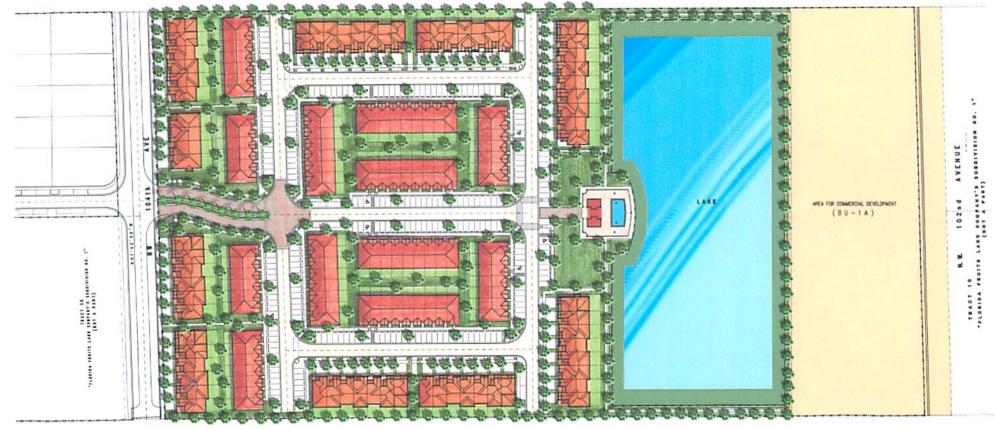
JOHN J. HEARN, CITY ATTORNEY

## **EXHIBIT "A"**

## CENTURY PALMS AT DORAL-SOUTH

ENTURY HOMEBUILDERS OF SOUTH FL., LL

"FLORIDA FRUITS LAND COUPANY'S SUBDIVISION NO. 1" (NOT A PART)



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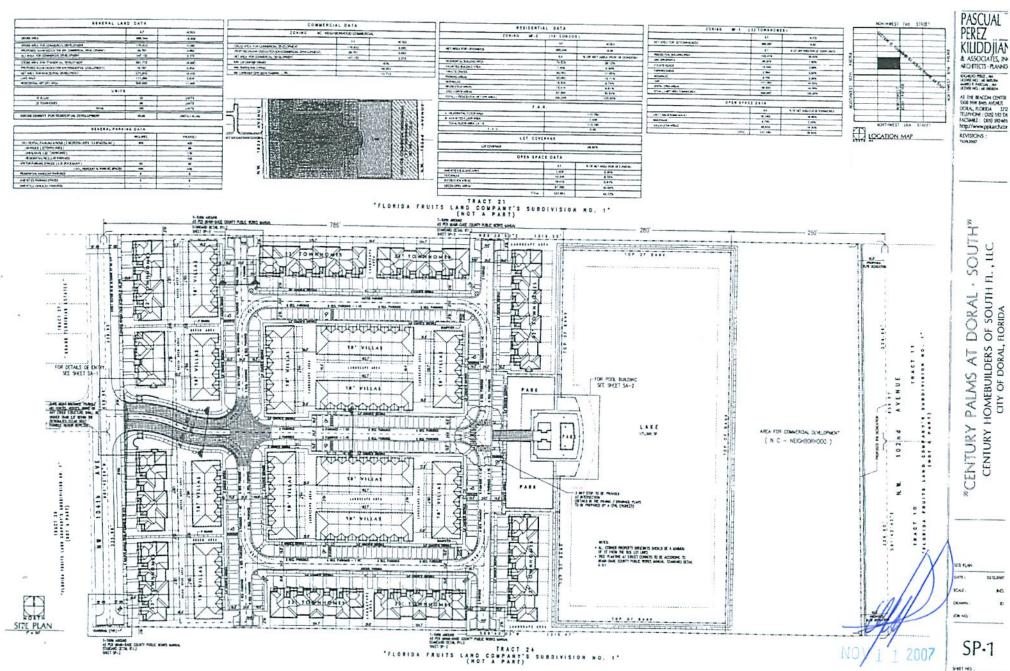
"FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1"
(NOT A PART)

SITE PLAN

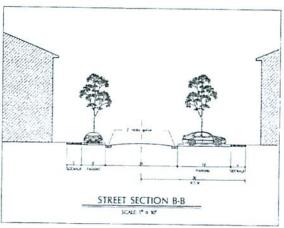
Century Palms at Doral South fka Century Palms I - RCVD 11/13/07 Owners: Jacqueline Property Holdings,LLC Rezoning, Site Plan & Entry Feature SW C.of theo. NW 69St & NW 102Ave Folio: 35-3017-001-0220; 35-3017-001-0221; 35-3017-001-0230 PASCUAL, PEREZ, KILIDDJIAN & ASSOCIATES

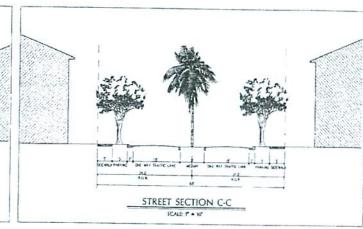
Architects - Planners

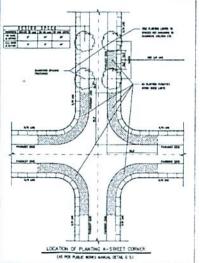
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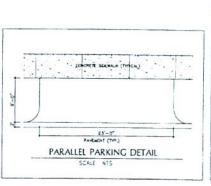


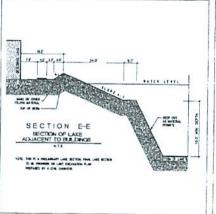
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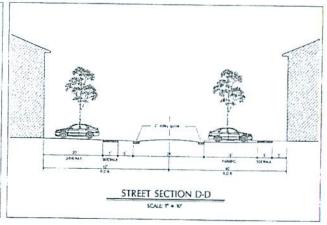


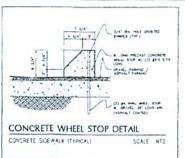




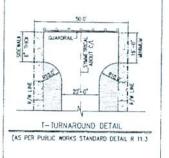




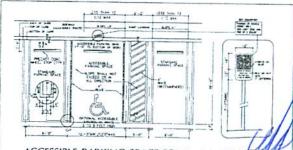












ACCESSIBLE PARKING SPACE FOR DADE COUNTY
SCALE 1/4" +1-0" TO MEET SPBC METRO DADE DPR FS 553 % ADRAG

PASCUAL
PEREZ
KILIDDJIAN

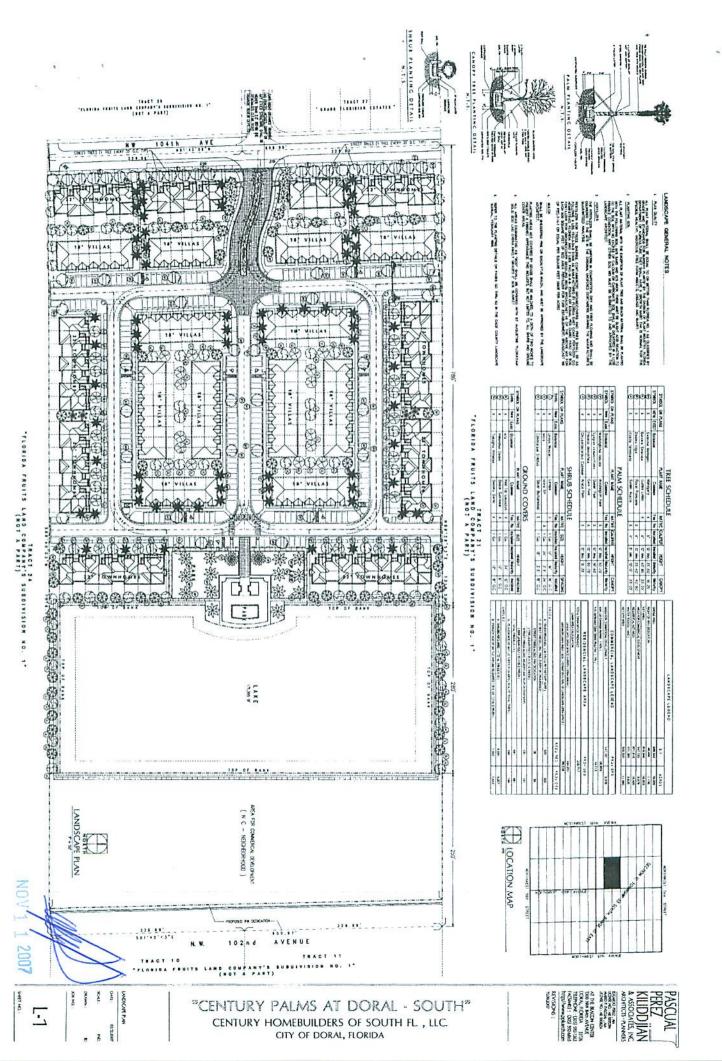
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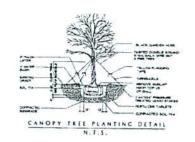
"CENTURY PALMS AT DORAL · SOUTH"
CENTURY HOMESBUILDERS OF SOUTH FL, LLC
CITY OF DORAL, FLORIDA

SET PLAN - DETAILS
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NAME OF THE OWNERS OF THE OWNERS

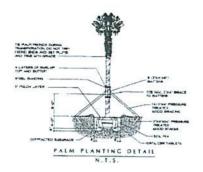
SP-2

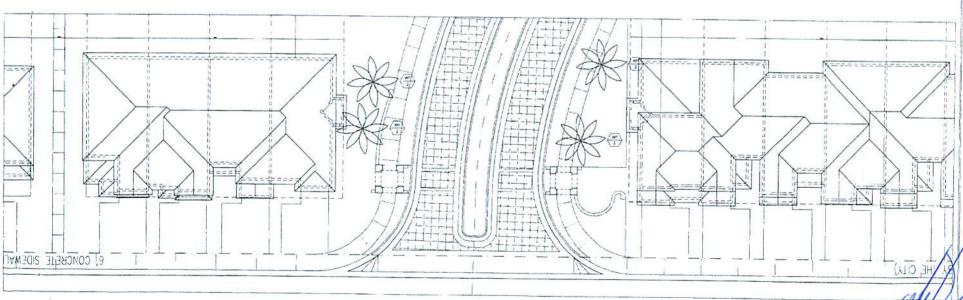












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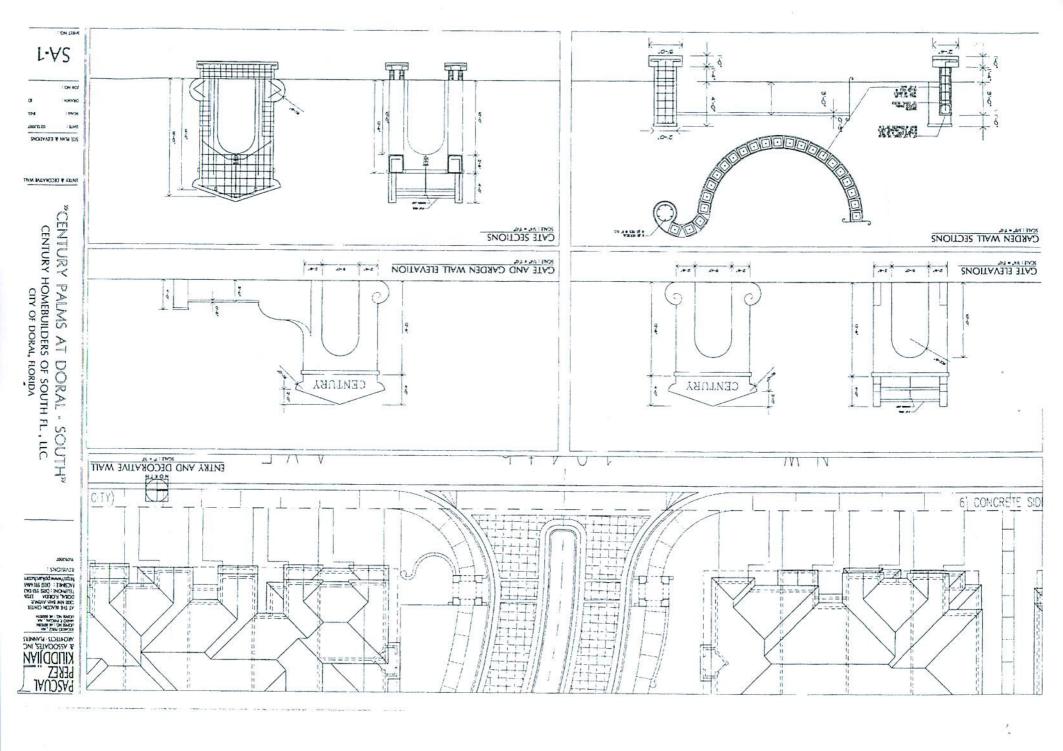
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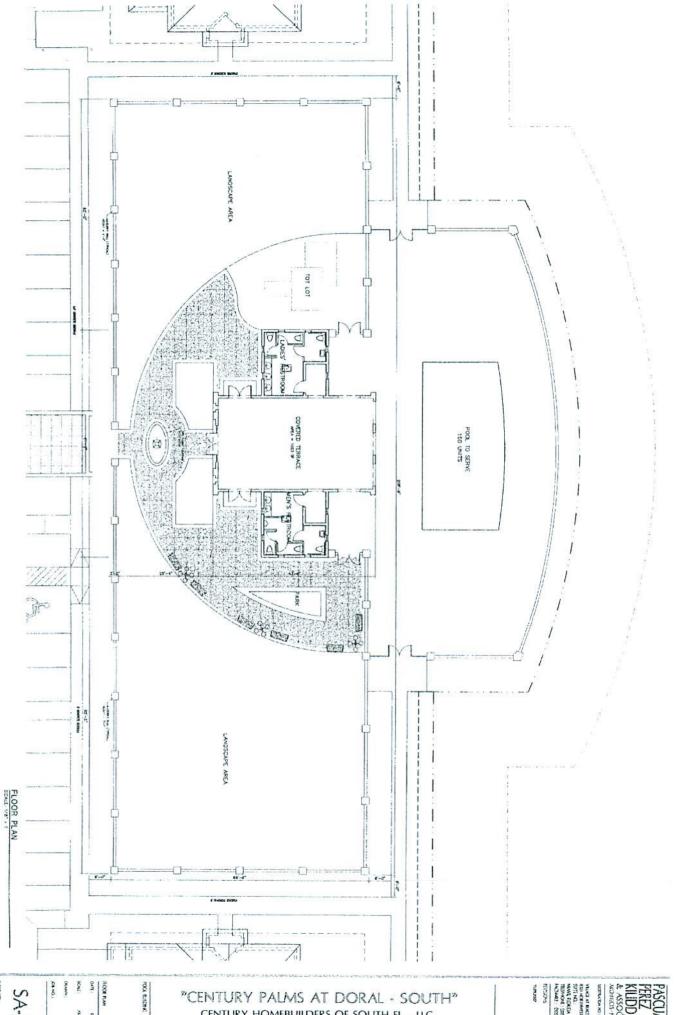
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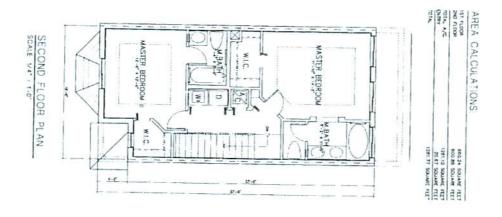


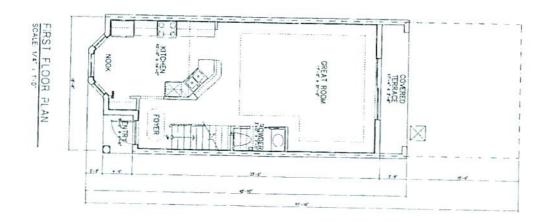


SA-2

"CENTURY PALMS AT DORAL - SOUTH" CENTURY HOMEBUILDERS OF SOUTH FL., LLC.
CITY OF DORAL, FLORIDA

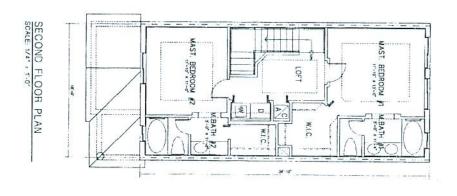




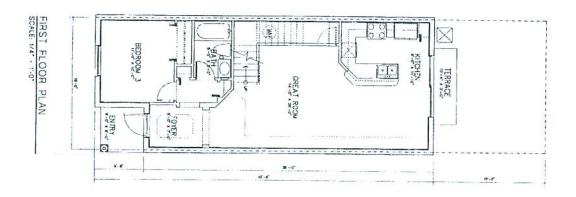


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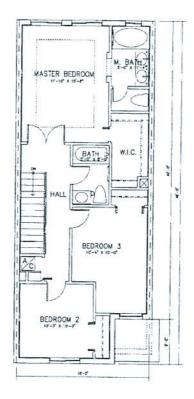
2ND FLOOR	645.72 SQUARE FEET
TOTAL A/C AREA	1425.83 SOUNDE FEET
CNTRY	33.97 SOLARE FEET



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#### AREA CALCULATIONS:

1ST FLOOR 2ND FLOOR	800.00 SQUARE FEET 786.15 SQUARE FEET
TOTAL A/C. AREA	1566.15 SQUARE FEET 23.35 SQUARE FEET
TOTAL	1589.50 SQUARE FEET



SECOND FLOOR PLAN



FIRST FLOCR PLAN

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TELEPTONE (302) 993-D83
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http://www.ppkarth.com
REVISIONS (

TURE ZOOF

"CENTURY PALMS AT DORAL - SOUTH"
CENTURY HOMEBUILDERS OF SOUTH FL, LLC
CITY OF DORAL, FLORIDA

18' VILLAS

UNIT C 03 99 200 SCALL: HC

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FIRST FLOOR PLAN SCALE: 1/8" + 1'-0"

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SECOND FLOOR PLAN SCALE: 1/8" : 1'-0"

PASCUAL PEREZ KILIDDJIAN & ASSOCIATES, INC. ARCHITECTS - PLANNERS

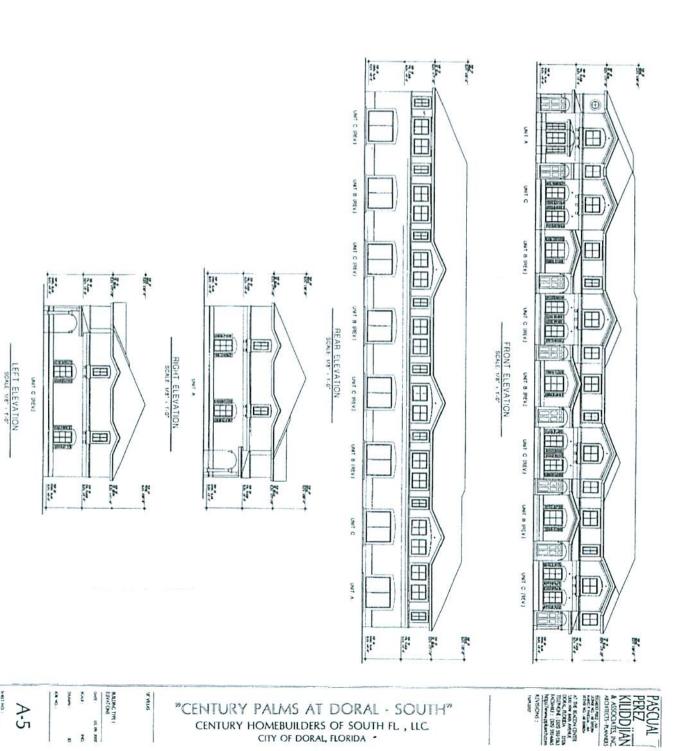
AT THE BLACON CENTER
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> SOUTH CENTURY HOMEBUILDERS OF SOUTH FL., LLC. DORAL MA PALMS CENTURY

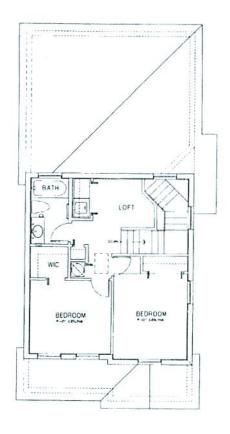
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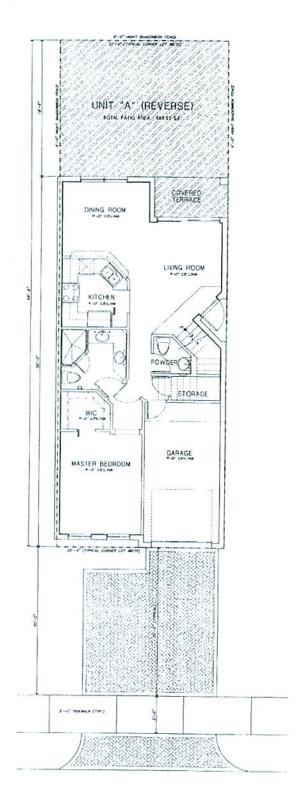
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UNIT "A" - CORNER CONDITION

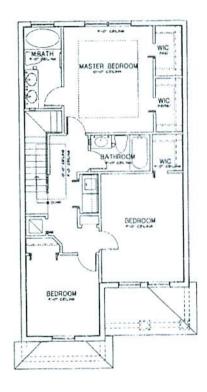
SECOND FLOOR PLAN

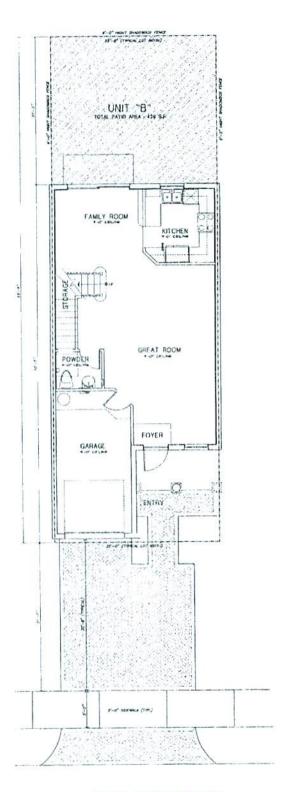
SCALE: 1/4" = 1"

UNIT "A" - CORNER CONDITION
FIRST FLOOR PLAN
SCALE: 1/4" = T

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UNIT "B" - INTERIOR CONDITION SECOND FLOOR PLAN SCALE: 1/4" = 1"

UNIT "B" - INTERIOR CONDITION FIRST FLOOR PLAN SCALE : 1/4" \* 1'

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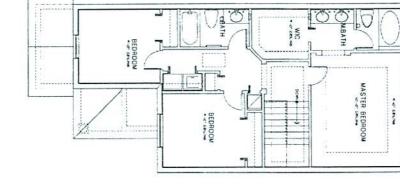
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"CENTURY PALMS AT DORAL - SOUTH"
CENTURY HOMEBUILDERS OF SOUTH FL., LLC.
CITY OF DORAL, FLORIDA

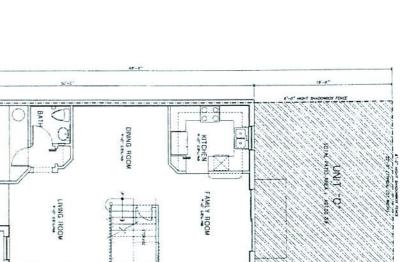
UNIT "C" - INTERIOR CONDITION
SECOND FLOOR PLAN
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UNIT "C" - INTERIOR CONDITION
FIRST FLOOR PLAN
SCALE: 1/4" = 1"

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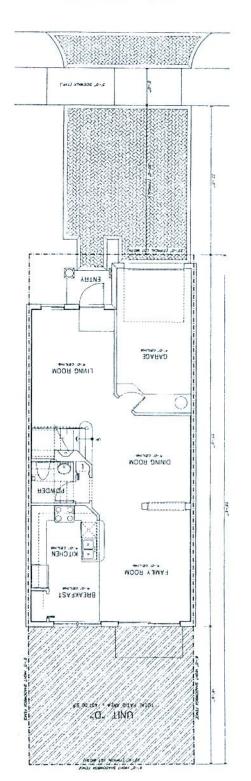
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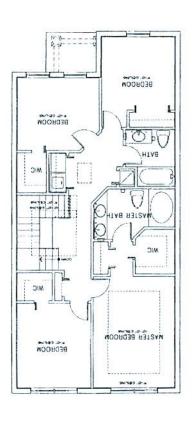
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SECOND FLOOR PLAN
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UMT "D" - INTERIOR CONDITION

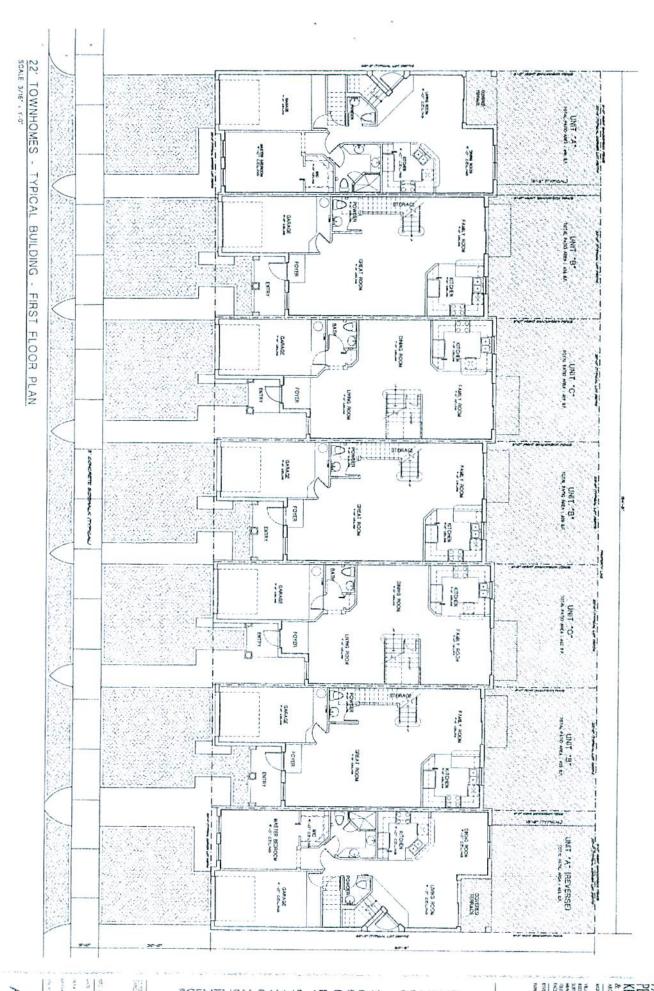




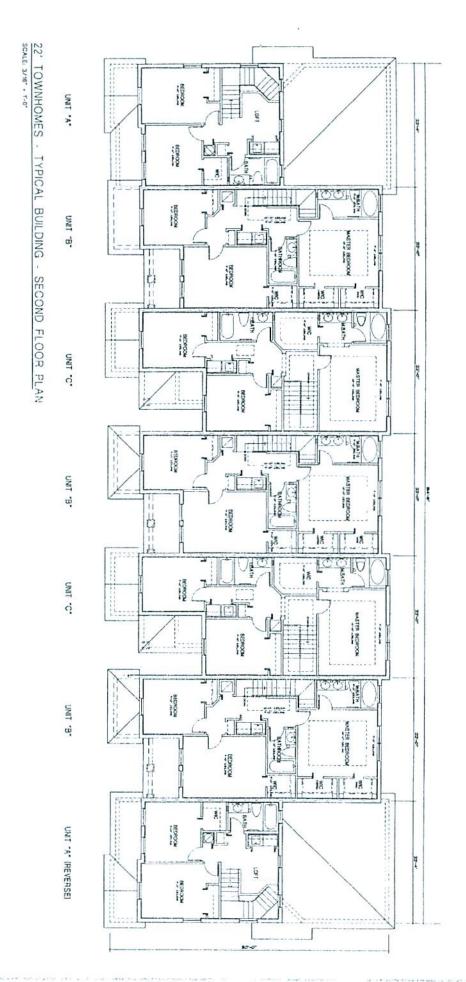
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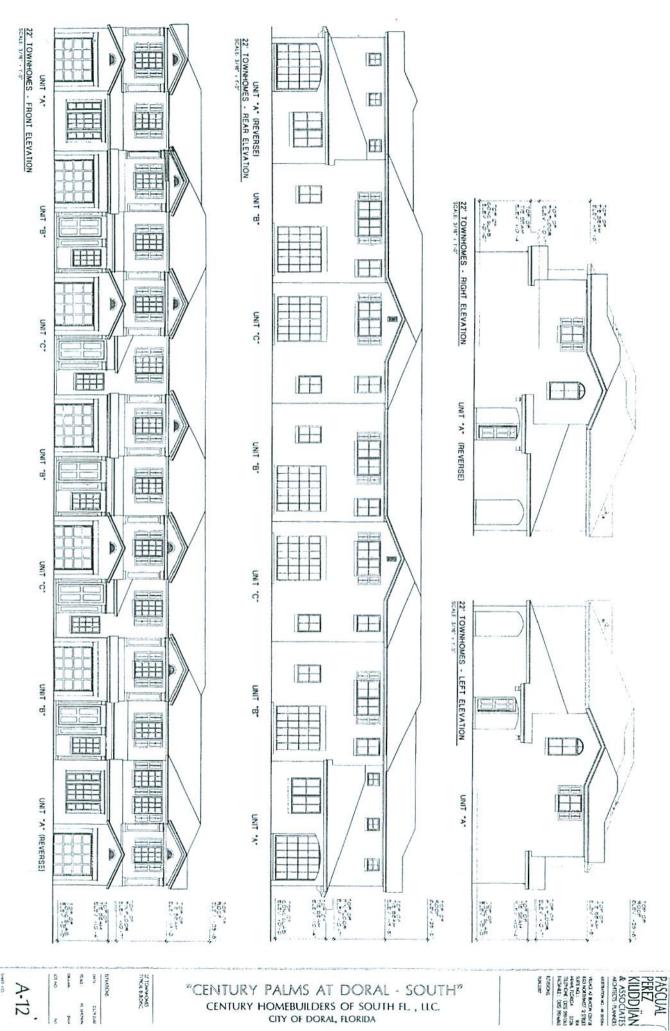
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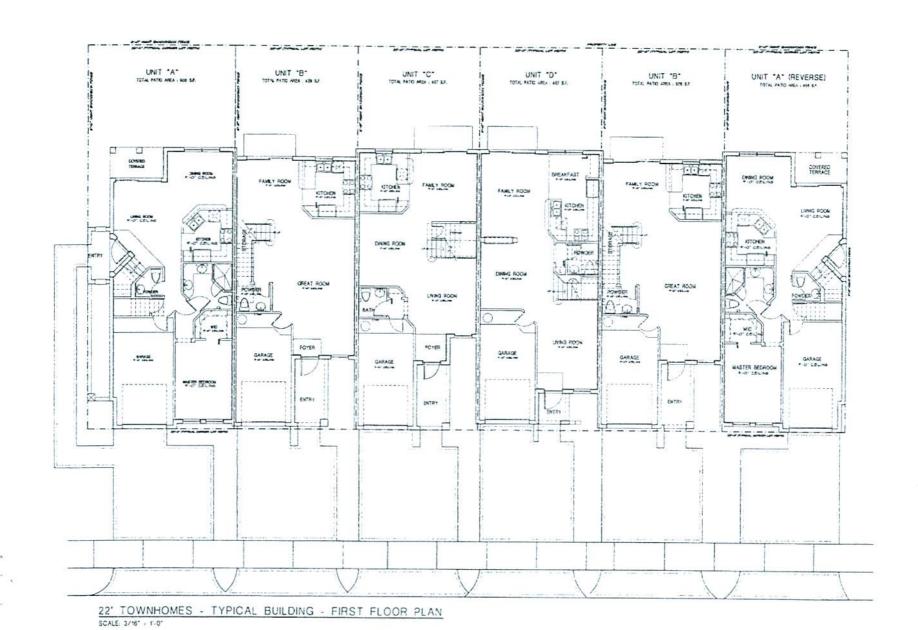
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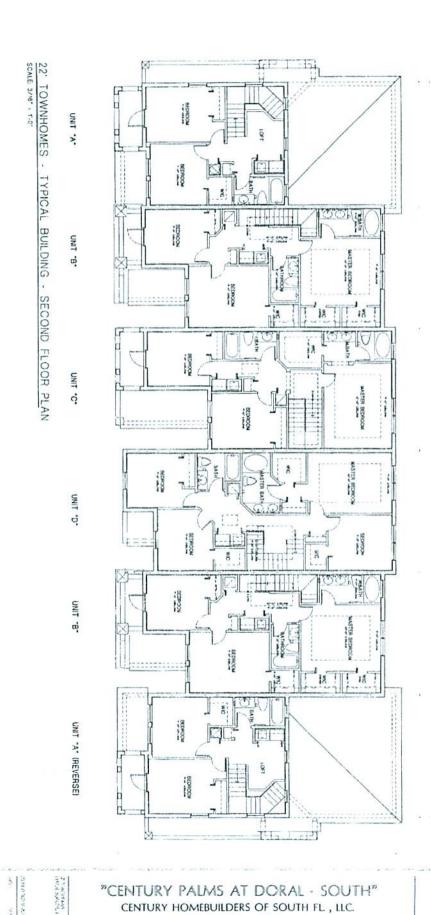
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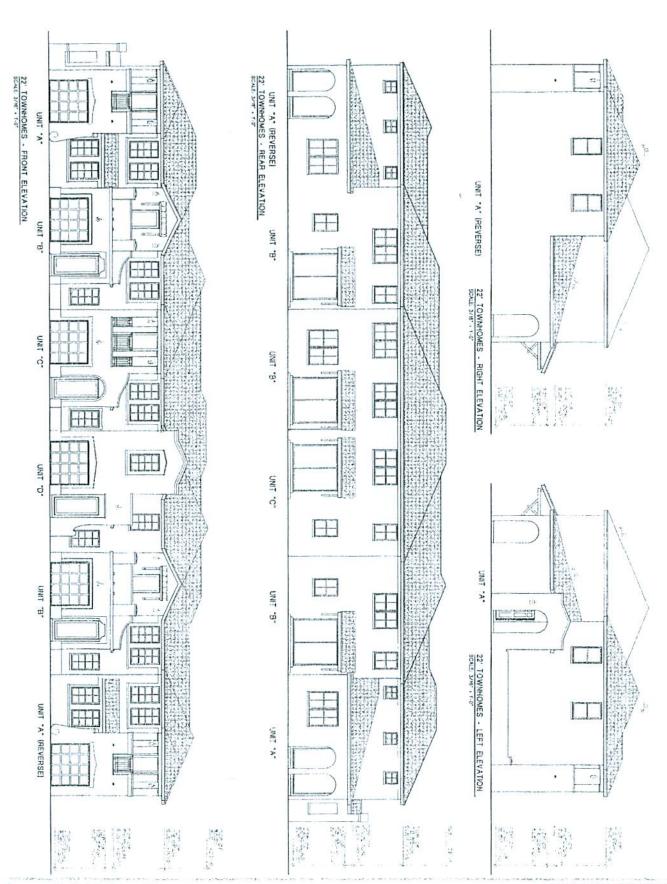
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# EXHIBIT "B"

## NTURY PALMS AT DORAL-NORTH

NTURY HOMEBUILDERS OF SOUTH FL., LL



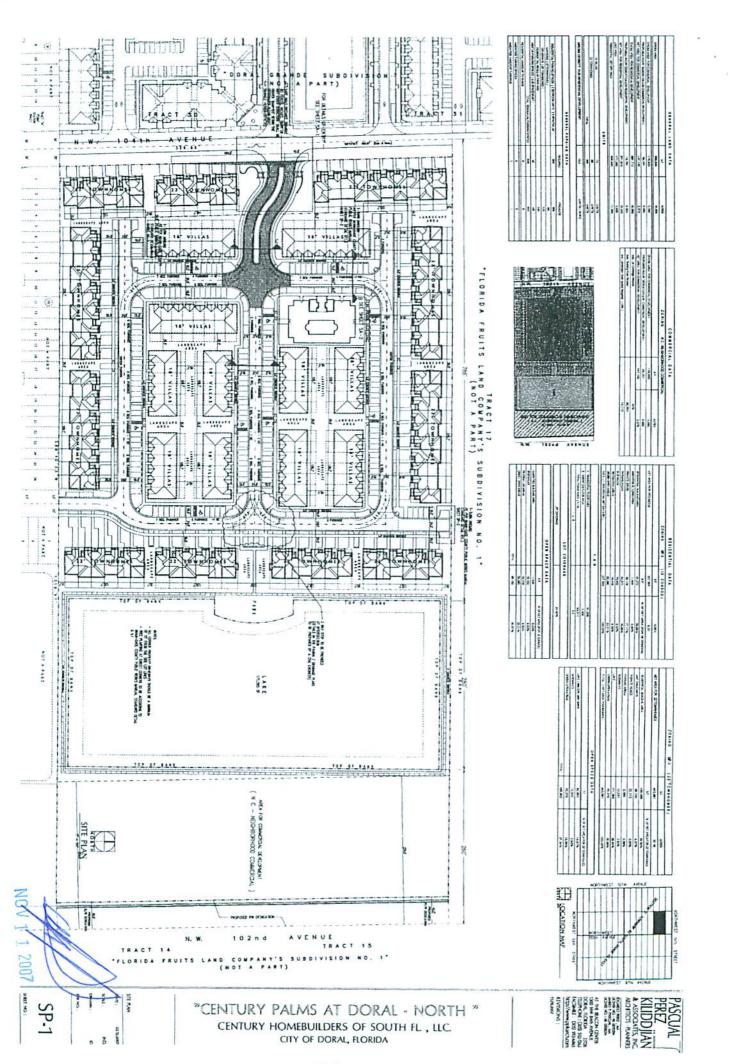
SITE PLAN

PASCUAL, PEREZ, KILIDDJIAN & ASSOCIATES

Architects - Planners

NOV 1 200

Century Palms at Doral North
fka Century Palms II – RCVD 11/13/07
Owners: Jacqueline Property Holdings, LLC
Rezoning, Site Plan and Entry Feature
3W Corner of theo NW 73rd St & NW 102 Ave
35-3017-001-0190 & 35-3017-001-0180

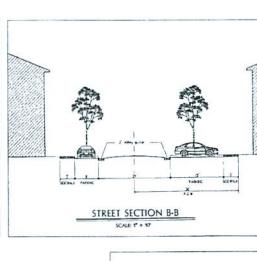


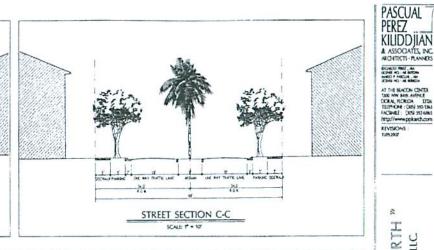


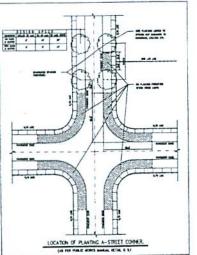
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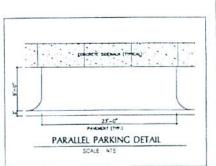


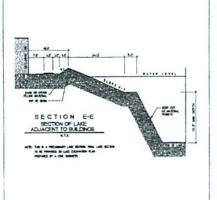


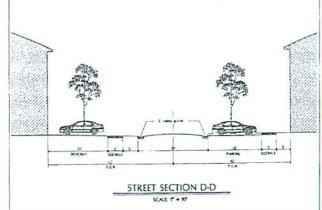


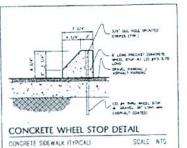
STREET SECTION A-A

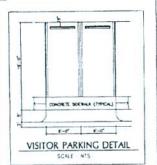
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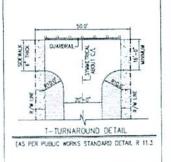




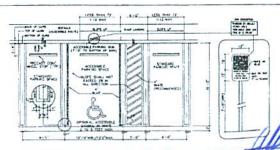








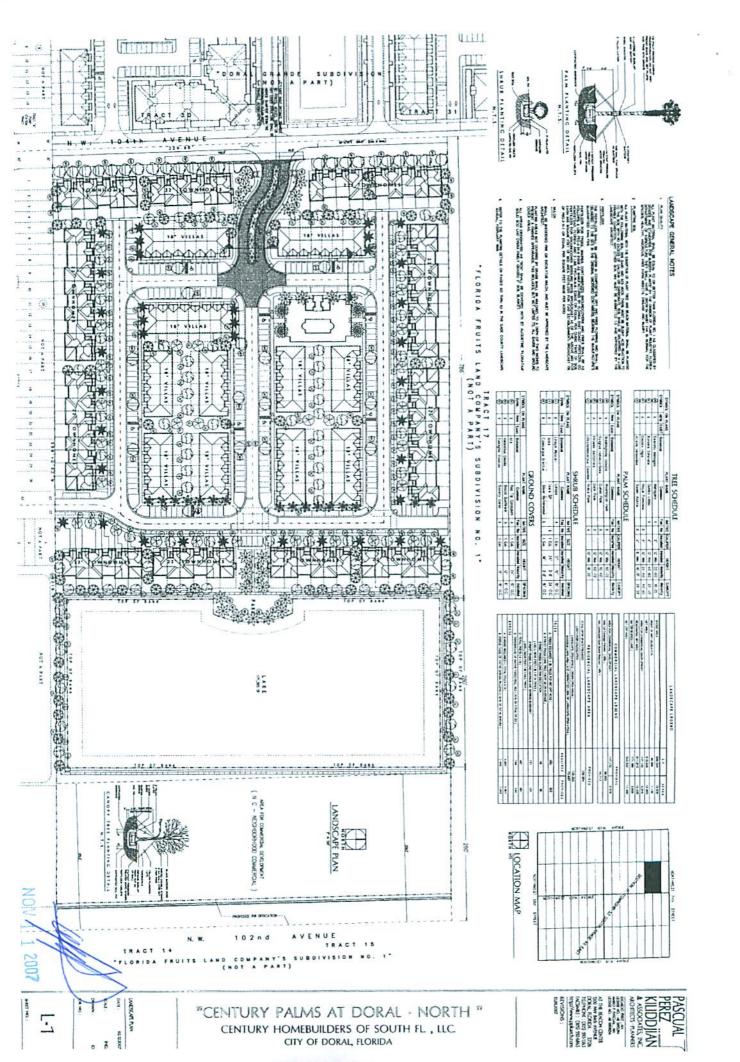


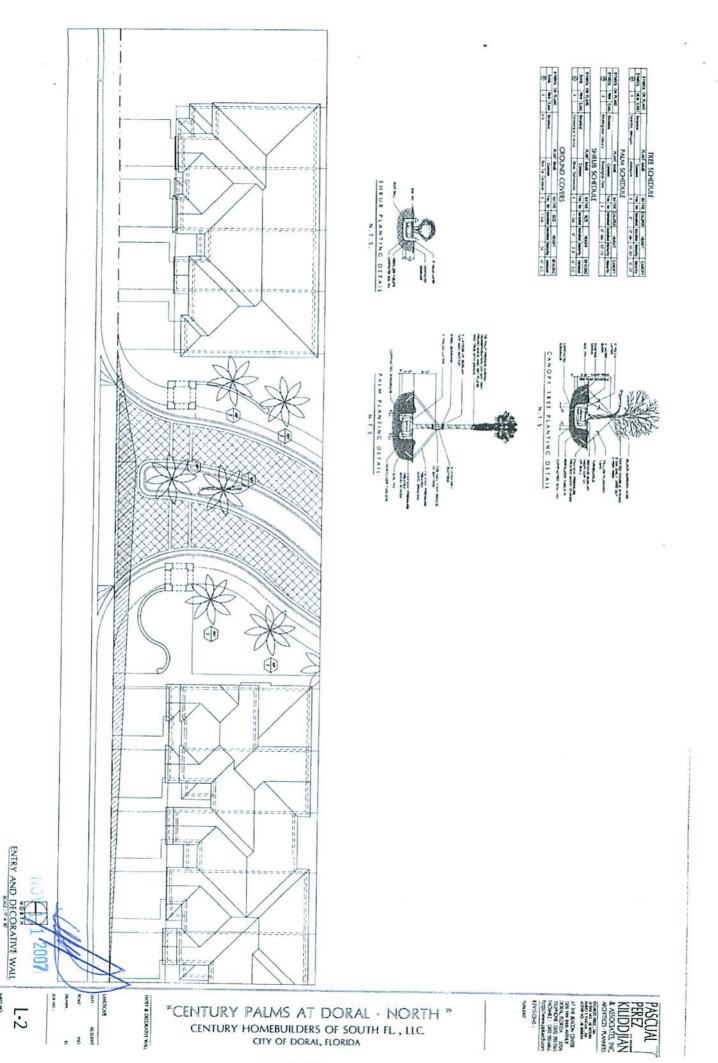


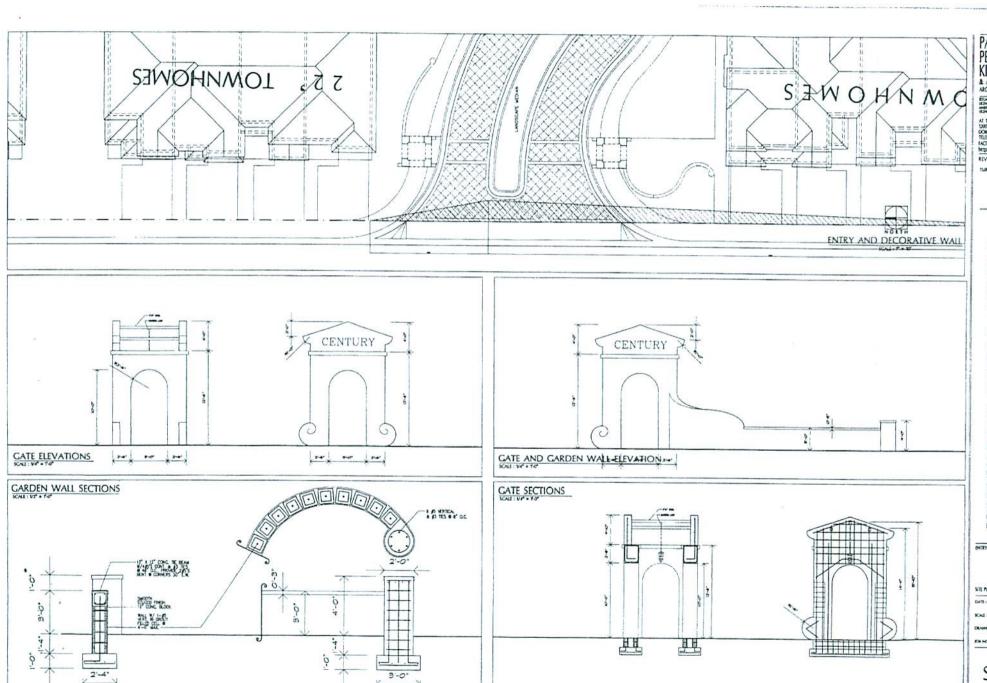
ACCESSIBLE PARKING SPACE FOR DADE COUNTY
SCALE 1/4" (T-0" TO MEET SFBC, METRO DADE DPR. FS 553 & ADAAG

SP-2

SITE PLAN - DETAILS







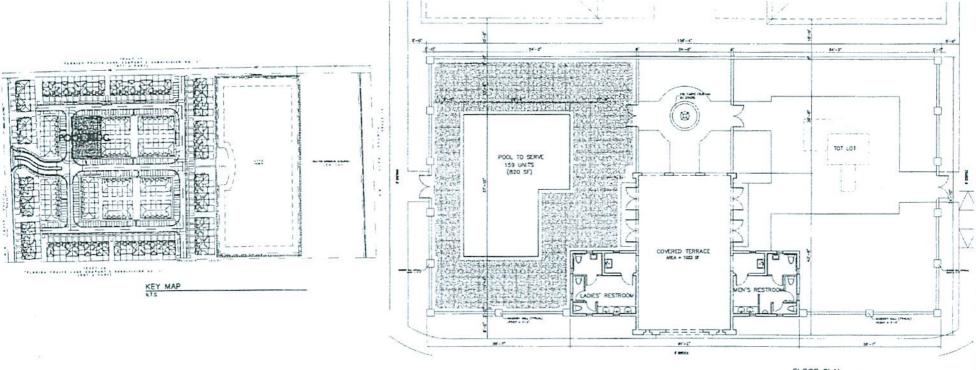
PASCUAL PEREZ ... KILIDDJIAN & ASSOCIATES, INC. ARCHITECTS - PLANNESS

- NORTH "CENTURY PALMS AT DORAL - NORT CENTURY HOMEBUILDERS OF SOUTH FL., LLC CITY OF DORAL, FLORIDA

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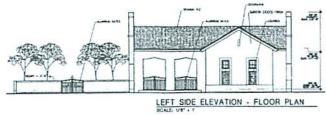
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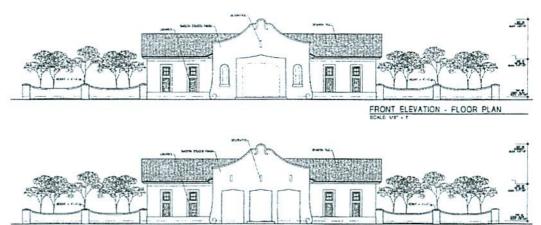
SA-1



FLOOR PLAN







REAR ELEVATION - FLOOR PLAN

PASCUAL (PEREZ KIUDDIAN & ASSOCIATES AGHRETI-PANNES

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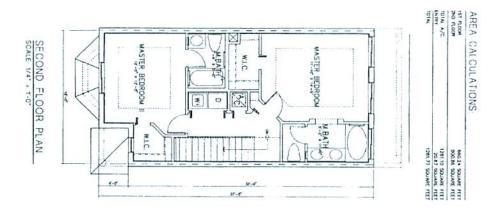
"CENTURY PALMS AT DORAL - NORTH
CENTURY HOMEBUILDERS OF SOUTH FL , LLC
CITY OF DORAL, FLORIDA

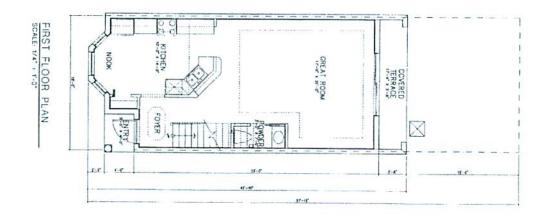
HOOL BUILDING Date: STATE SCAL: ALS SHO

DEAMY:

SA-2

SHET NO. 1





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"CENTURY PALMS AT DORAL - NORT CENTURY HOMEBUILDERS OF SOUTH FL, LLC, CITY OF DORAL FLORIDA

A-16

MEMPL : SNOKLASK 

NORTH "

PASCUAL MICHAEL INC.

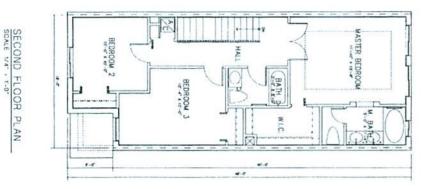
SCALE: 1/4" : 1'-0" NAJ9 ROOJ3 TERIS

ENTRY . 3 BEDGOOM 3 MAST. BEDROOM #2 ZE HIVBW JAW. CREAT ROOM LOFI MAST. BEDROOM #1 M.BATH MI IEBBYCE.

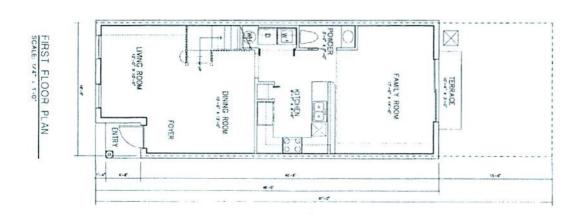
> 1333 38YOS 08'19+1 ASSA LATET T333 39AND2 58.25+1 TOTAL A/CL AREA 1334 38VNDS 11794 1334 38VNDS 11794 121 1F00M

AREA CALCULATIONS:

2CVE: 1/4. \* 1.-0. SECOND FLOOR PLAN

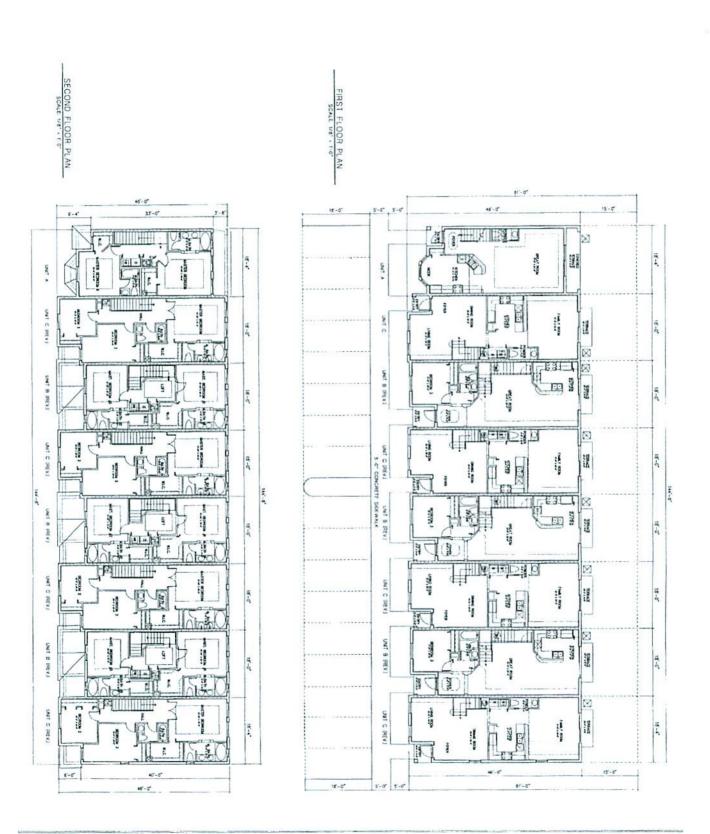


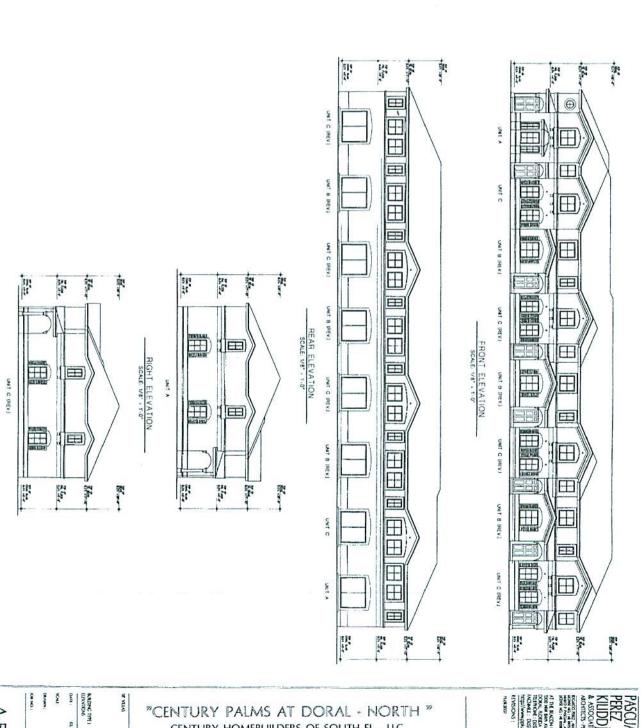
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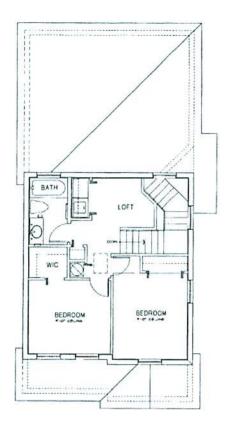


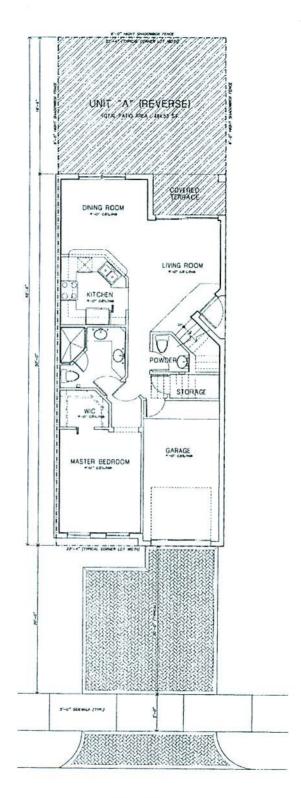


e 2 8

LEFT ELEVATION







UNIT "A" · CORNER CONDITION

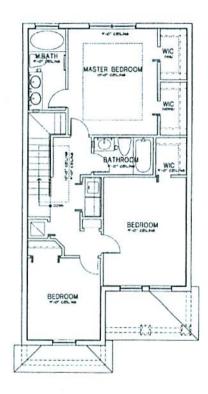
SECOND FLOOR PLAN

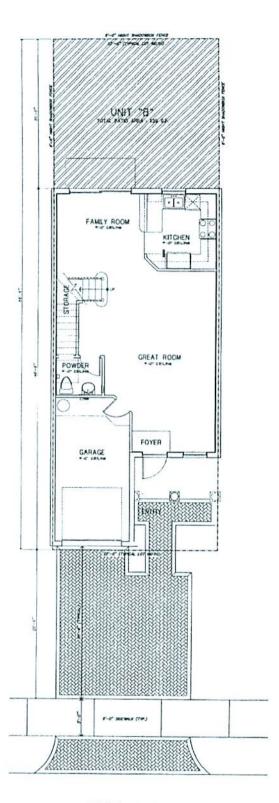
SCALE: 1/4" = 1"

GWCHWOLZ

UNIT "A" - CORNER CONDITION
FIRST FLOOR PLAN
SCALE: 1/4" = 1"







UNIT "B" - INTERIOR CONDITION

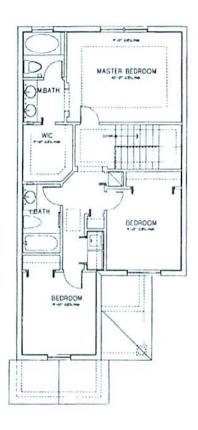
SECOND FLOOR PLAN

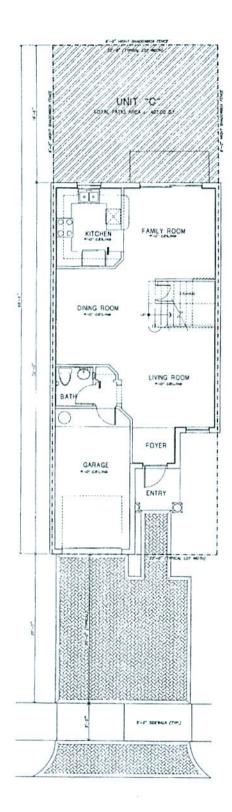
SCALE : 1/4" = 1"

UNIT "B" - INTERIOR CONDITION
FIRST FLOOR PLAN
SCAIE : 1/4" = 1"



Area Calculations			
OF THOSE AS SPACE TOTAL AS SPACE	94.p	MARKE MARKE MARKE	#
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UNIT "C" - INTERIOR CONDITION SECOND FLOOR PLAN SCALE : 1/4" = 1"

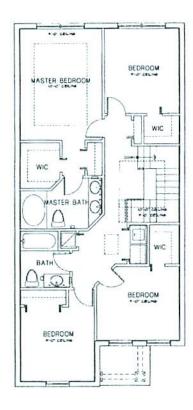
TALLOWNOLDER

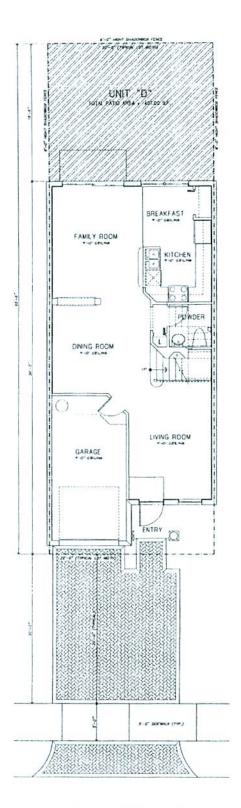
UNIT "C" - INTERIOR CONDITION
FIRST FLOOR PLAN
SCALE: 1/4" = 1"



ADDE FLANS
DATE:
CALLED BANK:







UNIT "D" - INTERIOR CONDITION SECOND FLOOR PLAN SCALE : 1/4" = T

UNIT "D" - INTERIOR CONDITION FIRST FLOOR PLAN SCALE : 1/4" = 7

CITY OF DORAL, FLORIDA

RECORPTANS DATE: SCALE: DATE:

PASCUAL PEREZ KILIDDJIAN & ASSOCIATES MONTRETS-PLANNES

VELAG AT BACON ONTE EUD NORTHWEST U STEET SUTE NO. TO MANA ROEDA ID'N TELEPHONE : DES SENDRA FACENALI : DES SENDRA

EV50%

11.09.2007

NORTH CENTURY HOMEBUILDERS OF SOUTH FL., LLC.
CITY OF DORAL, FLORIDA DORAL AT PALMS

ZZ TOWNHOMES TYPICAL BURDING

"CENTURY

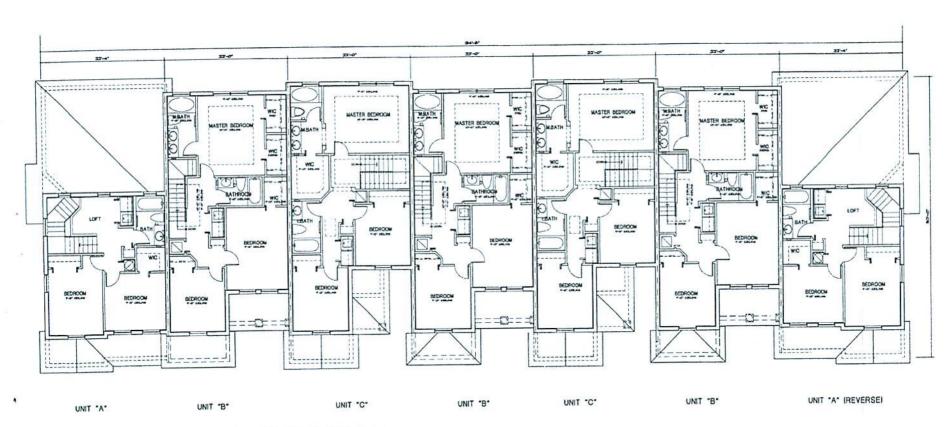
HIST ROOM PLAN

ON NO. :

A-10

22' TOWNHOMES - TYPICAL BUILDING - FIRST FLOOR PLAN

SCALE: 3/16" : 1-0"



22' TOWNHOMES - TYPICAL BUILDING - SECOND FLOOR PLAN SCALE: 3/16" : 1'-0"

PASCUAL PEREZ ... KILIDDJIAN & ASSOCIATES ARGITECTS - PLANNERS EUSTRATION NO : M. MISTIN

VILIAZ AT BLACON CINTE BEST NORTHWIST TO STREET SUITE NO.: 104 MANA, R.OREJA 1970, TELEPHONE: (DOS) 593-D63 FACSHWIE: (DOS) 593-B665

SYOSV3 11.09.2007

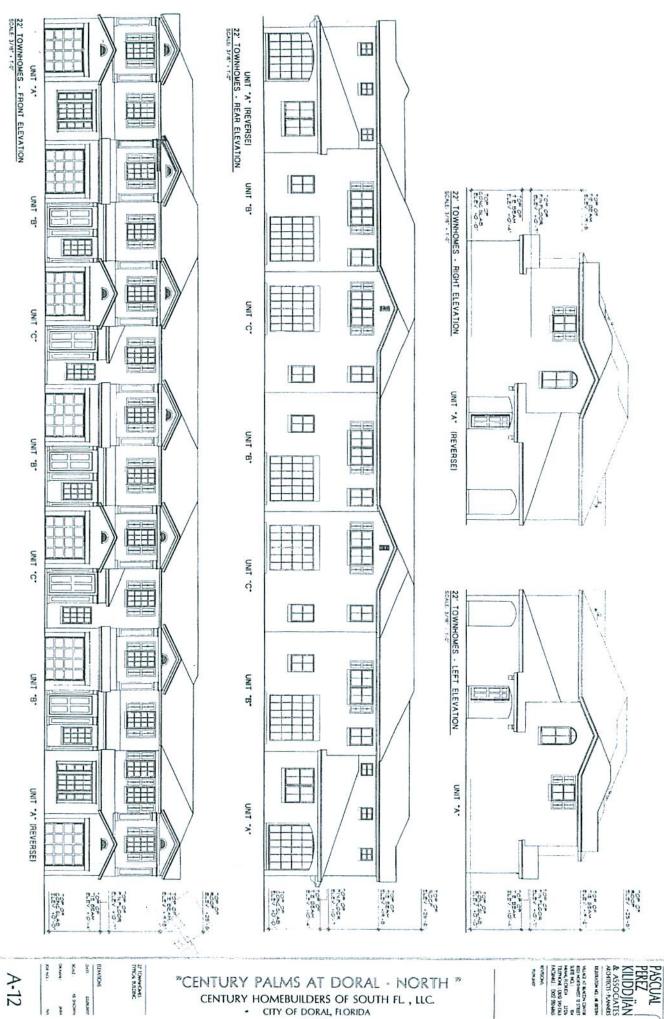
83 "CENTURY PALMS AT DORAL - NORTH CENTURY HOMEBUILDERS OF SOUTH FL., LLC CITY OF DORAL, FLORIDA

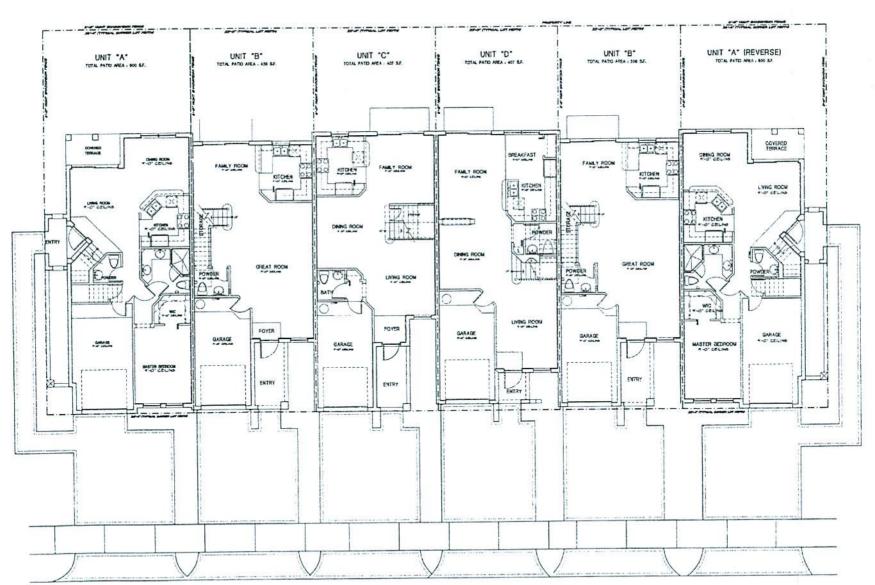
27 TOWNHOMES TYPICAL BUILDING

SECOND ROOK PLAN

A-11

SHIET NO. :





22' TOWNHOMES - TYPICAL BUILDING - FIRST FLOOR PLAN SCALE: 3/16" + T-0"

PASCUAL PEREZ ... KILIDDIIAN & ASSOCIATES

EIGERATION NO. : NE SHESHI

VILLACE AT BEACON CENTER
BEED NORTHWEST TO STREET
SUITE NO.: EXA
MANAL FLORIDA SITTA
TREPARONE: (DCS) 572-UES
FACSARES: (USS 582-MAS

REMISONS

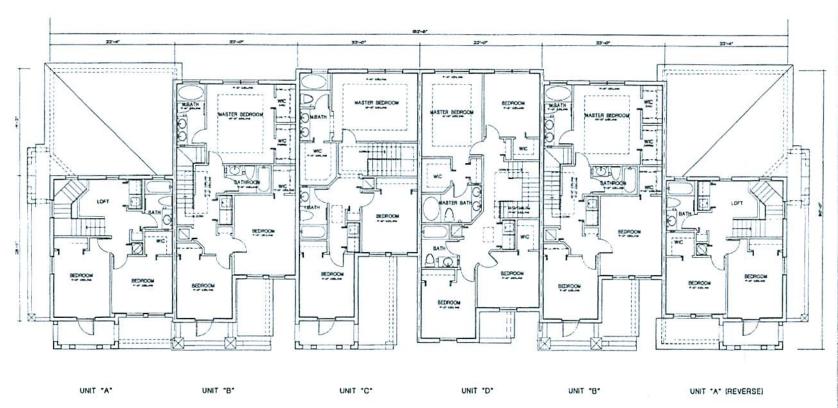
8 "CENTURY PALMS AT DORAL - NORTH CENTURY HOMEBUILDERS OF SOUTH FL., LLC. CITY OF DORAL, FLORIDA

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Attou

A-13



22' TOWNHOMES - TYPICAL BUILDING - SECOND FLOOR PLAN SCALE: 3/16" + 1'-0"

PASCUAL PEREZ ... KILIDDJIAN & ASSOCIATES MORTICIS-PLANNES BOURNESS OF MESSA

VELACE AT MACEN CONTR.
MEDI NORTHWEST TO STEET
SUITE NO.: 104
MANA, ROEDA ITON
TELEPHONE: 1055 992-103.
FACINALE: 1009 992-403.
TURNOMER
TURNOMER

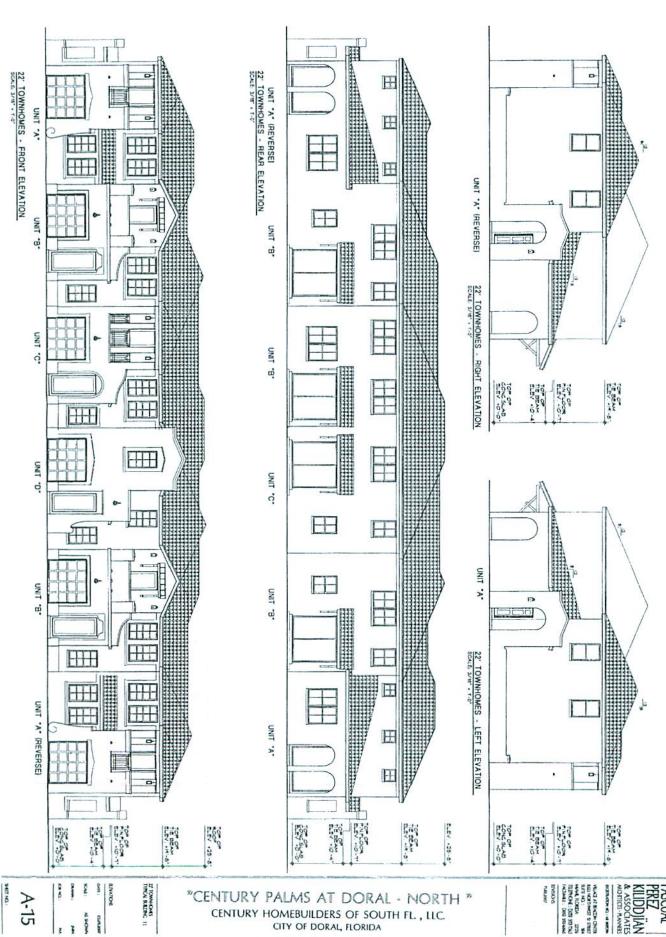
8

"CENTURY PALMS AT DORAL - NORTH CENTURY HOMEBUILDERS OF SOUTH FL., LLC CITY OF DORAL, RORIDA

IT TOWNHOMES TYPICAL BUILDING 11

SECOND FLOOR FLAN

A-14







CFM 2008R0291498

OR Bk 26316 Pss 0689 - 694; (6pss)

RECORDED 04/09/2008 14:38:10

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by: Ben Fernandez, Esq. Bercow & Radell, P.A. 200 S. Biscayne Boulevard, Suite 850 Miami, FL 33131

(Space reserved for Clerk)

# **DECLARATION OF RESTRICTIONS**

WHEREAS, the undersigned Owner hold the fee simple title to the land in City of Doral, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B", and

IN ORDER TO ASSURE the City of Doral that the representations made by the owner during consideration of Public Hearing No. 2007- will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- 1. The Property shall be developed substantially in accordance with the plans previously submitted, prepared by Pascual, Perez, Kiliddjian & Associates, entitled "Century Palms at Doral II," dated the 11th day of November 2007 ("Plan"), Plan being on file with the City of Doral Department of Community Development, and by reference made a part of this agreement.
- 2. The development shall be limited to no more than 159 residential dwelling units.
- 3. The Owner shall donate \$100,000.00 ("Donation") to the City of Doral to be used exclusively to fund the capital needs of a City of Doral-sponsored charter school or other similar educational purpose as determined by the City. The Donation shall be made prior to the issuance of the first Certificate of Occupancy for a residential building. The

- Donation shall serve to fully mitigate the future educational facility needs generated by the proposed development, over and above impact fees.
- 4. The Owner shall contribute 25% of the costs associated with the construction of a traffic circle at N.W. 104 Avenue.
- 5. The Owner, its successors and assigns, shall provide each prospective purchaser or lessee of a residential unit or non-residential space (collectively, the "Occupants") within the Property a written notification, acknowledgment, waiver, and release (the "Notice") recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Notice shall advise the Occupants, their successors, assigns and other future occupants that they may be affected by odors, noise and/or require each Occupant to sign and execute a release of all claims pertaining thereto. Such Notice shall be in the form attached as Exhibit "C" to this Declaration.

The Owner, its successors and assigns, shall cause every Occupant to execute the Notice in writing, which shall either be included in the sale and purchase contract or the lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of any such contract. The Owner shall record every executed Notice in the Public Records of Miami-Dade County. The Owner's failure to obtain and record such Notice shall, in addition to other remedies, constitute affirmative grounds for setting aside the transaction contemplated in any such contract or lease. Further, prior to the approval of a final plat for the Property, the Owner shall record an instrument in the Public Records of Miami-Dade County, which instrument shall run with the title to the Property and be binding on the Owner, its successors and assigns, and shall be in the form attached as Exhibit "C" to this Declaration.

6. The duration of this agreement shall not exceed ten (10) Years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of Century Palms at Doral II shall commence with two (2) years from the date of execution of this Agreement and maybe completed within fifteen (15) years from the date of execution. Failure to comply with the scheduled set out above shall cause this

Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City.

7. This Agreement shall become effective upon its recording in the public records of Miami Dade County, Florida.

# A. City Inspection.

As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral Department of Community Development, 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 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 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 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 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 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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City of Doral Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director

of the City of Doral Department of Community Development, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

## E. Enforcement.

Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or 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 Property or any portion thereof, pursuant to a lawful permit issued by the City of Doral or Miami-Dade County, and inspections made and approval of occupancy given the City of Doral and/or Miami-Dade County, 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 in no way shall not affect any of the other provisions which shall remain in full force and effect.

## 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 of Doral Council of a resolution approving the Application.

[SIGNATURE PAGE(S) TO FOLLOW]

(Space reserved for Clerk)

# ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 6th day of November, 2007.

IN WITNESS WHEREOF, Jacqueline Property Holdings, LLC has caused these presents to be signed in its name by its proper officials.

to be signed in its name by its proper officials.	
Witnesses:	Jacqueline Property Holdings, LLC, A Limited Liability Company
Signature CESINGS Llaw	Address: WWW 875 DV.
Print Name Signature	By(Managing Member)
Print Name	Print Name: Stado Pinto [*Note: All others require attachment of original corporate resolution of authorization]
STATE OF Florida ) COUNTY OF Mari-bade SS)	Co 0: -
The foregoing instrument was acknowled the munual name of Jacque LLC. He/She is personally known to identification. Witness my signature and office 2007, in the County and State aforesaid.	ueline Property Holdings, LLC, on behalf of the me or has produced \( \square\), as
ARY FAR  Notary Fublic - State of Florida  My Commission # DD279122  Bonded By National Notary Assn.	enature of Florida
My Commission Expires: $01/19/08$ $\overline{Pr}$	Say ful int Name



CFN 2008R0291500

OR Bk 26316 Pas 0698 - 703; (6pas)

RECORDED 04/09/2008 14:38:10

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by: Ben Fernandez, Esq. Bercow & Radell, P.A. 200 S. Biscayne Boulevard, Suite 850 Miami, FL 33131

(Space reserved for Clerk)

#### DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned Owner hold the fee simple title to the land in City of Doral, Florida, described in Exhibit "A", attached hereto, and hereinafter called the "Property," which is supported by the attorney's opinion attached as Exhibit "B", and

IN ORDER TO ASSURE the City of Doral that the representations made by the owner during consideration of Public Hearing No. 2007-2 will be abided by the Owner freely, voluntarily and without duress makes the following Declaration of Restrictions covering and running with the Property:

- The Property shall be developed substantially in accordance with the plans previously submitted, prepared by Pascual, Perez, Kiliddjian & Associates, entitled "Century Palms at Doral South," dated the 11th day of November 2007 ("Plan"), Plan being on file with the City of Doral Department of Community Development, and by reference made a part of this agreement.
- 2. The development shall be limited to no more than 160 residential dwelling units.
- 3. The Owner shall donate \$100,000.00 ("Donation") to the City of Doral to be used exclusively to fund the capital needs of a City of Doral-sponsored charter school or other similar educational purpose as determined by the City. The Donation shall be made prior to the issuance of the first Certificate of Occupancy for a residential building. The

- Donation shall serve to fully mitigate the future educational facility needs generated by the proposed development, over and above impact fees.
- 4. At the City's option, the Owner shall be responsible for the construction of a T-Turnaround within the present terminus of the dedicated N.W. 104<sup>th</sup> Avenue right-of-way abutting the Property, or a 100 foot diameter residential cul-de-sac with the radius alignment shifted west into the City-owned portion of Tract 26, located west of the subject property, across N.W. 104<sup>th</sup> Avenue. No additional right-of-way dedication shall be required of the Owner beyond the typical dedication to the half-center line of the abutting rights-of-way, nor shall any plan modification in relation to the development of the cul-de-sac require a reduction in number of approved units.
- 5. The Owner shall contribute 25% of the costs associated with the construction of a traffic circle at N.W. 104 Avenue.
- of a residential unit or non-residential space (collectively, the "Occupants") within the Property a written notification, acknowledgment, waiver, and release (the "Notice") recognizing that the Property is located in proximity to the Miami-Dade County Resource Recovery Facility and the Miami-Dade County Ash Landfill. The Notice shall advise the Occupants, their successors, assigns and other future occupants that they may be affected by odors, noise and/or require each Occupant to sign and execute a release of all claims pertaining thereto. Such Notice shall be in the form attached as Exhibit "C" to this Declaration.

The Owner, its successors and assigns, shall cause every Occupant to execute the Notice in writing, which shall either be included in the sale and purchase contract or the lease agreement for each unit, shop or other property or shall be by separate instrument prior to the execution of any such contract. The Owner shall record every executed Notice in the Public Records of Miami-Dade County. The Owner's failure to obtain and record such Notice shall, in addition to other remedies, constitute affirmative grounds for setting aside the transaction contemplated in any such contract or lease. Further, prior to the approval of a final plat for the Property, the Owner shall record an instrument in the Public Records of Miami-Dade County, which instrument shall run with the title to the Property

- and be binding on the Owner, its successors and assigns, and shall be in the form attached as Exhibit "C" to this Declaration.
- 7. The duration of this agreement shall not exceed ten (10) Years from the date of its execution. This Agreement may be extended for an additional five (5) year term by mutual consent of the Developer and the City subject to a public hearing. Development of Century Palms at Doral shall commence with two (2) years from the date of execution of this Agreement and maybe completed within fifteen (15) years from the date of execution. Failure to comply with the scheduled set out above shall cause this Agreement to lapse unless the schedule is modified by mutual agreement of the Developer and the City.
- 8. This Agreement shall become effective upon its recording in the public records of Miami Dade County, Florida.

# A. City Inspection.

As further part of this Declaration, it is hereby understood and agreed that any official inspector of the City of Doral Department of Community Development, 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 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 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 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 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 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 all of the Property, including joinders of all mortgagees, if any, provided that the same is also approved by the City of Doral Council, or other procedure permitted under the City of Doral Code, whichever by law has jurisdiction over such matters, after public hearing, if required.

Should this Declaration of Restrictions be so modified, amended or released, the Director of the City of Doral Department of Community Development, or the executive officer of the successor of such Department, or in the absence of such director or executive officer by his assistant in charge of the office in his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

#### E. Enforcement.

Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. This enforcement provision shall be in addition to any other remedies available at law or 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 Property or any portion thereof, pursuant to a

lawful permit issued by the City of Doral or Miami-Dade County, and inspections made and approval of occupancy given the City of Doral and/or Miami-Dade County, 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 in no way shall not affect any of the other provisions which shall remain in full force and effect.

# 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 of Doral Council of a resolution approving the Application.

[SIGNATURE PAGE(S) TO FOLLOW]

(Space reserved for Clerk)

# ACKNOWLEDGEMENT LIMITED LIABILITY COMPANY

Signed, witnessed, executed and acknowledged on this 15 day of NOVEMBER, 2007.

*IN WITNESS WHEREOF*, Jacqueline Property Holdings, LLC has caused these presents to be signed in its name by its proper officials.

to be signed in its name by its proper officials.	
Witnesses:	
me.	Jacqueline Property Holdings, LLC, A Limited Liability Company
Signature	Address:
COSIDE USLO	6TU FLORE
Print Name	Dara FV 33172
- Mariles	(Managing Member)
Signature	(Managing Member)
	Print Name: SERIAO PINO
Florence Laygre	[*Note: All others require attachment of
Print Name	original corporate resolution of
	authorization]
STATE OF Horida SS) COUNTY OF Mani - Sade	
COUNTY OF _ purple - buck	A:
The foregoing instrument was acknowle	dged before me by Sery w Amo
the <u>Munaging Member</u> of Jacqu	eline Property Holdings, LLC, on behalf of the
LLC. He/She is personally known to	me or has produced $\square$ , as
identification. Witness my signature and offic	ial seal this day of November,
2007, in the County and State aforesaid.	
CADVIAN	) Wing
	nature
No: Commission # DD279122	tary Public-State of Honder
Bonded By National Notary Assn.	Juny Fur
My Commission Expires: $0/14$	nt Name



CFN 2008R0291501 OR Bk 26316 Pgs 0704 - 706; (3pgs) RECORDED 04/09/2008 14:38:10 HARVEY RUVIN, CLERK OF COURT MIAMI-DADE COUNTY, FLORIDA

#### JOINDER BY MORTGAGEE

The undersigned BANCO POPULAR NORTH AMERICA, a New York Banking Corporation, and Mortgagee under a certain mortgage from JACQUELINE PROPERTY HOLDINGS, L.L.C., a Florida Limited Liability Company, to BANCO POPULAR NORTH AMERICA, dated April 24, 2006, and recorded on April 26, 2006, in Official Records Book 24462, at Pages 0988-1016, in the Public Records of Miami-Dade County, Florida, in the original principal amount of Seventeen Million Four Hundred Seventy Five Thousand and 00/100 Dollars (\$17,475,00.00), covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this Declaration of Restrictions are and shall be binding upon the undersigned and its successors in title.

are and shan be briding upon the undersign	led and its successors in title.
IN WITNESS WHEREOF, these pro	esents have been executed this
Witnesses:	BANCO POPULAR NORTH AMERICA,
CAX	A New York Banking Corporation
Signature	7900 Miami Lakes Drive West
Carlos Segrera	Miami Lakes, FL 33016
Print Name	By: Soura Clearte
Signature	Authorized Representative SONVA OLARFE SA. VICE PRESIDENT
Various Deverancouret Print Name	
STATE OF Florida	
COUNTY OF Miami - Dade	SS) )
The foregoing instrument was asked	owledged before me by Sonia Olante
	POPULAR NORTH AMERICA, a New York
Banking Corporation on behalf of the corp	oration. He/She is personally known to me or has
	ation. Witness my signature and official seal this
26 day of Markenhan 2007, to	n the County and State aforesaid.
Notary Public - State of Florida	Can
Commission # DD 670772	Signature
Bended Through National Notary Asen.	Notary Public-State of Horrida
the contract	_ Willemaina Aybar
My Commission Expires: May 5,2011	Print Name

GUBLERMINA C AVEAR
MOIST Public - State of Florids
(Commission Engines May 7, 2611
Commission 8 DD 670772
Bonded Trough National Malery Assn

# Exhibit A

# Legal Description

Tract 22 and 23, 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, lying in Section 17, township 53 South, Range 40 East.

## **EXHIBIT C**

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

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

The Covenantors agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenantors agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenantors waive and release Miami-Dade County from any and all liability for any past, present or future claims, and 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 of portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.



CFN 2008R0291499

OR Bk 26316 Pas 0695 - 697; (3pas)

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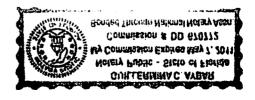
HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

# JOINDER BY MORTGAGEE

The undersigned BANCO POPULAR NORTH AMERICA, a New York Banking Corporation, and Mortgagee under a certain mortgage from JACQUELINE PROPERTY HOLDINGS, L.L.C., a Florida Limited Liability Company, to BANCO POPULAR NORTH AMERICA, dated April 24, 2006, and recorded on April 26, 2006, in Official Records Book 24462, at Pages 0988-1016, in the Public Records of Miami-Dade County, Florida, in the original principal amount of Seventeen Million Four Hundred Seventy Five Thousand and 00/100 Dollars (\$17,475,00.00), covering all/or a portion of the property described in the foregoing agreement, does hereby acknowledge that the terms of this Declaration of Restrictions are and shall be binding upon the undersigned and its successors in title.

are and shall be binding upon the undersigned and its successors in title.		
IN WITNESS WHEREOF, these presents here, 2007.	have been executed this 26 day of	
Signature  Print Name  Signature  Decempos Segre and Print Name	BANCO POPULAR NORTH AMERICA,  A New York Banking Corporation 7900 Miami Lakes Drive West Miami Lakes, FL 33016  By: Clearte Authorized Representative South Of April Se. Vice Resident	
Print Name		
Film Name		
STATE OF Florida  COUNTY OF Miani - Dade  SS)		
	ULAR NORTH AMERICA, a New York  He/She is personally known to me or has  Witness my signature and official seal this ounty and State aforesaid.	
GOILLERMINA C. AYBAR	Suillermins Hybar	
My Commission Expires: MAY 7, 2011 Print	Name	



# Exhibit A

# Legal Description

Tract 18 and 19, less the East 35 feet threof, 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, lying in Section 17, township 53 South, Range 40 East.

#### **EXHIBIT C**

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

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

The Covenantors agree that they do not object to the presence of the Resource Recovery Facility or the Ash Landfill, or their respective operations. The Covenantors agree that they waive and shall not raise any objection to the continued operation of the Facility. Further, the Covenantors waive and release Miami-Dade County from any and all liability for any past, present or future claims, and 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 of portion of this notice is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, it shall affect no other provision of this Notification, Acknowledgment, Waiver and Release ("Notice"), and the remainder of this Notice shall be valid and enforceable in accordance with its terms.





ONE BISCAYNE TOWER, 21ST FLOOR 2 SOUTH BISCAYNE BOLLEVARD MIAMI, FLORIDA 33131-1811 TELEPHONE: 305-373,9400 FACSIMILE: 305.373,9443 www.broadandcassel.com

VIVIAN DE LAS CUEVAS-DIAZ DIRECT LINE:305-373-9426 DIRECT FACSIMILE:305-995-6420 EMAIL: vcuevas@broadandcassel.com

# **OPINION OF TITLE**

TO: CITY OF DORAL

With the understanding that the Opinion of Title is furnished to the City of Doral (the "City"), as an inducement for execution of an agreement covering the real property, hereinafter described, it is hereby certified that I have examined First American Title Insurance Company's Title Policy No. FA-35-1435936 dated April 26, 2006 (the "Effective Date") and First American Title Insurance Company Update to Title as updated through November 14, 2007, inclusive, of the following described real property:

Tracts 18 and 19 less the East 35 feet thereof, of FLORIDA FRUITS LAND 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, lying in Section 17, Township 53 South, Range 40 East.

**AND** 

Tracts 22 and 23, of FLORIDA FRUITS LAND COMPANY'S SUBDIVISION NO. 1, according to the Plat thereof, as recorded in Plat Book 2 at Page 17, of the Public Records of Miami-Dade County, Florida, lying in Section 17, Township 53 South, Range 40 East.

We are basing our opinion on said title policy and update covering said opinion that on the last mentioned date, the fee simple title to the above-described real property was vested in:

Jacqueline Property Holdings, LLC, a Florida limited liability company

The following parties have the authority to execute any and all documents as follows:

Sergio Pino as the managing member of Jacqueline Property Holdings, LLC a Florida limited liability company

Subject to the following encumbrances, liens and other exceptions (if "none" please indicate):

#### 1. Recorded Mortgages:

Mortgage Deed and Security Agreement entered into by Jacqueline Property Holdings, LLC, a Florida limited liability company and Banco Popular, N.A., dated April 24, 2006 and recorded on April 26, 2007 in Official Records Book 24462 at Page 988 thru 1016, in the Public Records of Miami-Dade County, Florida.

# 2. Recorded Construction Liens, Contract Liens and Judgments:

None.

# 3. General Exceptions:

- 1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
- 2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the pubic records.
- 3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Effective Date, not shown by the public records.
- 4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Effective Date, and any adverse claim to all or part of the land that is, at Effective Date, or was previously, under water.
- 5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Effective Date.
- 6. Any mineral or mineral rights leased, granted or retained by prior owners.
- 7. Taxes and Assessments for the year 2007 and subsequent years, which are not yet due and payable.

## 4. **Special Exceptions:**

- 1. Dedication and Improvement Agreement as set forth in instrument recorded in Book 16136, Page 2753.
- 2. Covenant running with the Land recorded in Book 20883, Page 3757.
- 3. Reservations of 1/2 of oil, gas and minerals and canal rights within 130 feet of the center line of my canal, as set forth in Deed Number 7030 dated December 22, 1950

for the Board of Commissioners of the Everglades Drainage District, recorded on January 8, 1951, in Deed Book 3383, Page 507 of the Public Records of Miami-Dade County, Florida, which do not include forfeiture provisions or rights reverted. As released by Release of Reservation No. 18271 by South Florida Management District On Lands Deeded By Board of Commissioners of Everglades Drainage District recorded on November 16, 2006 in Official Records Book 25100 Page 3739 and in Official Records Book 25100 Page 3742.

- 4. Improvement Agreement as set forth in instrument recorded in Book 16081, Page 3979.
- 5. Covenant running with the Land in favor of Miami-Dade County recorded in Book 19559, Page 3414.
- 6. Covenant running with the land favor of Miami-Dade County recorded in Book 20883, Page 3759.
- 7. Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.
- 8. UCC-1 Financing Statement in favor of Banco Popular N.A., dated April 24, 2006 and recorded on April 26, 2006 in Official Records Book 24462, Page 1035, of the Public Records of Miami-Dade County, Florida.
- 9. Assignment of Leases, Rents and Other Property dated April 24, 2006 and recorded on in April 26, 2006 in Official Records Book 4462, Page 1018, of the Public Records of Miami-Dade County, Florida.

All of the recording references are to the Public Records of Miami-Dade County, Florida unless otherwise noted.

None of the exceptions listed above will restrict the use of the Property in order for Miami-Dade County to record the approved Plat in the Public Records of Miami-Dade County.

I Hereby Certify, that I have reviewed all the aforementioned encumbrances and exceptions.

Therefore, it is my opinion that the following party must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

Name	<u>Interest</u>	Special Exception Number
Banco Popular, N.A.	Mortgage	1

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# Company Certifying

First American Title Insurance Company Title Policy No. FA-35-1435936

First American Title Insurance Company Updates

## Period Covered

Effective Date April 26, 2006 at 11:32:53 a.m.

April 26, 2006 at 11:32:53 a.m. through November 14, 2007 at 11:59 p.m.

This opinion is intended only for the benefit of City of Doral and can only be relied on by the City for the purpose of accepting the Declaration of Restrictions attached hereto as Exhibit "A" and by the no other person and for any other purpose. This Opinion is given as of the Effective Date as updated and we assume no obligations as to any facts, circumstance or instruments that may hereafter be placed in the public records or come to our attention or any changes in the law that may hereafter occur.

I, the undersigned further certify that I am an attorney-at- law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted on November 30, 2007.

Broad and Cassel

Vivian de las Cuevas-Diaz

Fla Bar No. 035-8370

One Biscayne Tower, 21st Floor

2 South Biscayne Blvd. Miami, Florida 33131