

Memorandum



Date: (Public Hearing 12-6-16)
October 18, 2016

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

Agenda Item No. 5(E)

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over a horizontal line.

Subject: Ordinance Creating the Downtown Doral South Community Development District

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached Ordinance creating the Downtown Doral South Community Development District (CDD) within the City of Doral, Florida, pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to acceptance of the declaration of restrictive covenants running with the lands within the jurisdiction of the CDD. The City of Doral has approved the creation of the Downtown Doral South CDD by Resolution No. R-16-139.

Scope

This Downtown Doral South CDD is located within County Commission District 12, represented by Commissioner Jose "Pepe" Diaz, and will provide funding for capital improvements, as well as multipurpose maintenance functions within the CDD.

Fiscal Impact/Funding Source

The creation of the Downtown Doral South CDD will have no fiscal impact to Miami-Dade County (County). CDD funding is derived from assessments levied against the properties within the CDD, which are secured by a lien against the properties and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County.

Social Equity Statement

The proposed ordinance grants a petition for the creation of the Downtown Doral South Community Development District (CDD), pursuant to the procedures and factors set forth in Section 190.046, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the CDD will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the proposed district, regardless of their demographics or income levels. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

Track Record/Monitor

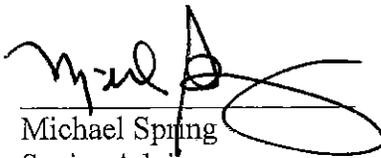
This development has private roads that are to be maintained by a Homeowner Association (HOA) or the Downtown Doral South CDD. A Special Taxing District will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the CDD be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the district.

Background

CC Homes at Doral, LLC, and White Course Lennar, LLC, (collectively "Petitioners"), the owners of the Downtown Doral South Development, have filed an application to create the Downtown Doral South CDD in connection with said development. Downtown Doral South Development is a proposed 130.14 acre residential development lying wholly within the municipal limits of the City of Doral, Florida, in an area bounded by theoretical NW 80 Avenue on the east, NW 41 Street on the south, NW 87 Avenue on the west, and theoretical NW 48 Street on the north. The Downtown Doral South CDD is designed to provide a financing mechanism for community infrastructure, facilities, and services along with certain ongoing operations and maintenance for the Downtown Doral South CDD. The development plan for the lands within the proposed Downtown Doral South CDD includes construction of 1,318 residential dwelling units (535 townhomes units, 443 condominiums, and 340 single family units including 122 cottages, 29 courtyards, 40 clusters, and 149 alley loaded units) with associated roadway improvements, open spaces and landscaping, recreational facilities, stormwater management system, wastewater collection system, and water distribution system, which are estimated to cost approximately \$67.860 million. This development has private roads that are to be maintained by a Homeowners Association or the Downtown Doral South CDD. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application submitted by the Petitioner. In accordance with Florida Statute 190, the Petitioner has paid a filing fee of \$15,000.00 to the County.

Three (3) declaration of restrictive covenants have been submitted consistent with the requirements of Resolution R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The restrictive covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the Downtown Doral South CDD; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government's jurisdiction and powers.


Michael Spring
Senior Advisor



MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: December 6, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 5(E)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(E)
12-6-16

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF CC HOMES AT DORAL, LLC, AND WHITE COURSE LENNAR, LLC, FOR ESTABLISHMENT OF A COMMUNITY DEVELOPMENT DISTRICT; CREATING AND ESTABLISHING DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT; PROVIDING FOR NAME, POWERS AND DUTIES; PROVIDING DESCRIPTION AND BOUNDARIES; PROVIDING INITIAL MEMBERS OF BOARD OF SUPERVISORS; ACCEPTING PROFERRED DECLARATION OF RESTRICTIVE COVENANTS; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

WHEREAS, the Florida Legislature created and amended Chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

WHEREAS, Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

WHEREAS, Article VIII, Section 6(1) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, CC Homes at Doral, LLC, and White Course Lennar, LLC, a Florida limited liability company (collectively "Petitioners") have petitioned for the establishment of the Downtown Doral South Community Development District ("District"); and

WHEREAS, a public hearing has been conducted by the Board of County Commissioners in accordance with the requirements and procedures of Section 190.005(2)(b) Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the creation of the District is the best alternative available for delivering the community development services and facilities to the area that will be served by the District; and

WHEREAS, the proposed services and facilities to be provided by the District will be compatible with the capacity and uses of existing local and regional community development services and facilities; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the owners of the properties that are to be developed and served by the community development services and facilities to be provided by the District have submitted an executed declaration of restrictive covenants pledging among other things to provide initial purchasers of individual residential lots or units with notice of liens and assessments applicable to such parcels, with certain remedial rights vesting in the purchasers of such parcels if such notice is not provided in a timely and accurate manner; and

WHEREAS, having made the foregoing findings, after a public hearing, the Board of County Commissioners wishes to exercise the powers bestowed upon it by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by Chapter 190, Florida Statutes; and

WHEREAS, because the proposed District is located wholly within the municipal boundaries of the City of Doral, the City is in a position to be well informed regarding the merits of this District; and

WHEREAS, City of Doral has consented to the creation of the District within the municipal boundaries subject to certain conditions that the Petitioners shall have to satisfy; and the Board of County Commissioners desires to establish the District; and

WHEREAS, based on written consent of the City of Doral, the Board of County Commissioners finds that the District shall have those general and special powers authorized by Sections 190.011 and 190.012, Florida Statutes, and set forth herein, and that it is in the public interest of all of the citizens of Miami-Dade County that the District have such powers,

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:

Section 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

Section 2. The Petition to establish the District over the real property described in the Petition attached hereto, which was filed by the Petitioner on August 17, 2016, and which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein Exhibit A.

Section 3. The external boundaries of the District shall be as described in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit B to the Ordinance. The external boundaries of the District shall be as depicted on the location map attached hereto and incorporated as Exhibit C.

Section 4. The initial members of the Board of Supervisors shall be as follows:

Harold Eisenacher

Ryan Palonka

Maria Carolina Herrera

Teresa Baluja

Manuel J. Echezarreta

Section 5. The name of the District shall be the "Downtown Doral South Community Development District."

Section 6. The District is created for the purposes set forth in Chapter 190, Florida Statutes, pursuant to the authority granted by Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter.

Section 7. Pursuant to Section 190.005 (2) (d), Florida Statutes, the charter for the Downtown Doral South Community Development District shall be Sections 190.006 through 190.041, Florida Statutes.

Section 8. The Board of County Commissioners hereby grants to the District all general powers authorized pursuant to Section 190.011, Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such general powers.

Section 9. The Board of County Commissioners hereby grants to the District the special powers authorized pursuant to Section 190.012 (1), Florida Statutes and Sections 190.012 (2)(a)(d) and (f), (except for powers regarding waste disposal), Florida Statutes and Section 190.012 (3), Florida Statutes, and hereby finds that it is in the public interest of all citizens of Miami-Dade County to grant such special powers; provided that the District's exercise of power under Section 190.012(1)(b) Florida Statutes, pertaining to water, waste water and reuse water services shall be pursuant to that Declaration of Restrictive Covenants submitted to the Board of County Commissioners in connection with the petition.

Section 10. All bonds issued by the District pursuant to the powers granted by this ordinance shall be validated pursuant to Chapter 75, Florida Statutes.

Section 11. No bond, debt or other obligation of the District, nor any default thereon, shall constitute a debt or obligation of Miami-Dade County, except upon the express approval and agreement of the Board of County Commissioners.

Section 12. Notwithstanding any power granted to the District pursuant to this Ordinance, neither the District nor any real or personal property or revenue in the district shall, solely by reason of the District's creation and existence, be exempted from any requirement for the payment of any and all rates, fees, charges, permitting fees, impact fees, connection fees, or

similar County rates, fees or charges, special taxing districts special assessments which are required by law, ordinance or County rule or regulation to be imposed within or upon any local government within the County.

Section 13. Notwithstanding any power granted to the District pursuant to this Ordinance, the District may exercise the power of eminent domain outside the District's existing boundaries only with the prior specific and express approval of the Board of County Commissioners of Miami-Dade County.

Section 14. This Board hereby accepts that Declaration of Restrictive Covenants proffered by the owners of the lands within the jurisdiction of the District, in connection with the petition submitted by the Petitioners and approved herein.

Section 15. If any section, subsection, sentence, clause or provision of this ordinance is held invalid, the remainder of this ordinance shall not be affected by such invalidity.

Section 16. It is the intention of the Board of County Commissioners, and it is hereby ordained that the provisions of this ordinance shall be excluded from the Code of Miami-Dade County.

Section 17. This ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci

CADL
for
MJM

"EXHIBIT A to the Ordinance"

PETITION TO CREATE DOWNTOWN DORAL
COMMUNITY DEVELOPMENT DISTRICT

Dated: August 17, 2016

PETITION TO ESTABLISH
DOWNTOWN DORAL SOUTH COMMUNITY
DEVELOPMENT DISTRICT

May, 2016

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PETITION TO ESTABLISH
DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

Petitioner, CC Homes at Doral, LLC, a Delaware limited liability company and White Course Lennar, LLC, a Florida limited liability company ("Petitioners"), petition Miami-Dade County, Florida ("County"), pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes and the Miami-Dade Home Rule Charter, to adopt an ordinance to establish a Uniform Community Development District (the "District") and to designate the land area for which the District would manage and finance basic service delivery and states as follows:

1. Petitioners and Authorized Agent: Petitioner, CC Homes at Doral, LLC, is a Delaware limited liability company, which has principal offices at 135 San Lorenzo Avenue, Suite 740, Coral Gables, Florida 33146; and Petitioner, White Course Lennar, LLC is a Florida limited liability company, which has principal offices at 730 NW 107 Avenue, Third Floor, Miami, Florida 33172. Copies of all correspondence and official notices should also be sent to the authorized agent for Petitioners:

Dennis E. Lyles, Esq.
Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
515 E. Las Olas Boulevard, Sixth Floor
Fort Lauderdale, Florida 33301
Phone: 954-764-7150 / Fax: 954-764-7279
Email: dlyles@belmr.com

2. District Location and Description: The land area to be included in the District comprises approximately 130.14 +/- gross acres. A map showing the location of the land area to be included in the District is attached hereto as **Exhibit 1**. All of the land within the proposed

District is located in the City of Doral, Florida. A metes and bounds legal description of the external boundaries of the District is attached hereto as Exhibit 2.

3. District Impact: There is no property within the external boundaries of the District which will not be part of the District. The impact of creating the District on the parcels adjacent to the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the District. In addition, any potential establishment costs to the City of Doral or Miami-Dade County, the establishing entity, will be nominal.

4. Property Owners Consent: Attached hereto as Composite Exhibit 3 is documentation constituting written consent to the establishment of the District by the owners of the real property to be included in and serviced by the District.

5. Initial Governing Board: The five (5) persons designated to serve as the initial members of the Board of Supervisors of the District, who shall serve in that office until replaced by elected members, as provided in Section 190.006, Florida Statutes, are named in Exhibit 4 attached hereto.

6. District Name: The proposed name of the District is Downtown Doral South Community Development District.

7. Water and Sewer Lines: The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District are identified on Exhibit 5 attached hereto.

8. Timetables and Construction Costs: The proposed timetables and related estimates of cost to construct the District services and facilities, based upon available data, are attached hereto as Exhibits 6 and 7, respectively.

Petitioners intend that the District will finance (i) stormwater management system, (ii) water distribution system and wastewater collection system (on-site and off-site), (iii) roadway improvements (on-site and off-site), (iv) recreational facilities; and (v) open spaces and landscaping. The stormwater management system will be owned and maintained by the District. The water distribution and the wastewater collection systems (on-site and off-site) will be owned and maintained by Miami-Dade County. The roadway improvements (on-site) will be owned and maintained by the District and the roadway improvements (off-site) will be owned and maintained by Miami-Dade county and/or the City of Doral. The recreational facilities, open spaces and landscaping will be owned and maintained by the District.

9. Zoning Designation; Future Land Use: The land within the District is zoned Downtown Mixed Use (DMU). The zoning approval for project within the District is attached hereto as Exhibit 8. The future general distribution, location and extent of the public and private land uses proposed within the District are shown on Exhibit 9. These proposed land uses are consistent with the state comprehensive plan and the City of Doral Comprehensive Plan.

10. Statement of Estimated Regulatory Costs: The statement of estimated regulatory costs of the granting of this Petition and the establishment of the District pursuant thereto is attached hereto as Exhibit 10.

11. Rights to be Granted the District: Petitioners hereby request that the District be granted the right to exercise all powers provided for in Sections 190.012(1) and (2)(a) and (d), Florida Statutes.

12. Declaration of Restrictive Covenants: Attached hereto as **Composite Exhibit 11** is a copy of Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the owners of the real property in the District.

13. Resolution of Support from the City of Doral: A Resolution of the City of Doral City Council supporting the establishment of the District is attached hereto as **Exhibit 12**.

14. Disclosure Requirements: Petitioners undertake on behalf of the District that Petitioners and the District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, as amended and as required as a condition of the creation of the District by the Board of County Commissioners of Miami-Dade County.

15. Responsibility for Landscape Maintenance in the Public-Rights-of-Way: The maintenance of improved swales and medians in the public rights-of-way excluding swale maintenance by owners of property as defined by Chapter 19 of the Code of Miami-Dade County shall be provided by District, including but not limited to, irrigation, landscape lighting, payment of related utility bills, turf, trees, shrubs and any other landscaping improvements provided or caused by this development, covenants associated with landscaping permitting in the public rights-of-way notwithstanding. In the event the District is dissolved or becomes defunct and

fails to provide maintenance services within the public rights-of-way as specified herein, the required dormant multipurpose maintenance special taxing district shall be activated to provide any such maintenance services.

16. Reasons for the Establishment of the District: The property within the District is amenable to operating as an independent special district for the following reasons:

a) Establishment of the District and all land uses and services planned within the proposed District are consistent with applicable elements or portions of the effective City of Doral Comprehensive Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development services of the District will be compatible with the capacity and use of the existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community development services to the area to be served because the District provides a governmental entity for delivering those services and facilities in a manner that does not financially impact persons residing outside of the District.

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 5 day of May, 2016.

CC HOMES AT DORAL, LLC, a Delaware limited liability company

By: [Signature]
Print: Harold Eisenacher
Title: VP

WHITE COURSE LENNAR, LLC, a Florida limited liability company

By: Lennar Homes, LLC, a Florida Limited liability company, its Member

By: _____
Print: _____
Title: _____

WHEREFORE, Petitioner respectfully requests Miami-Dade County to:

A. Schedule a public hearing to consider this Petition pursuant to the uniform procedures set forth in Section 190.005(2)(b) and (1)(d), Florida Statutes.

B. Grant the Petition and adopt an ordinance to establish the District and designate the land area to be serviced by the District, pursuant to Sections 190.005(2), Florida Statutes.

Respectfully submitted this 4 day of May, 2016.

CC HOMES AT DORAL, LLC, a Delaware
limited liability company

By: _____

Print: _____

Title: _____

WHITE COURSE LENNAR, LLC, a
Florida limited liability company

By: Lennar Homes, LLC, a Florida
Limited liability company, its
Member

By: _____

Print: Cory McPetersen

Title: VP

EXHIBIT 1
LOCATION SKETCH

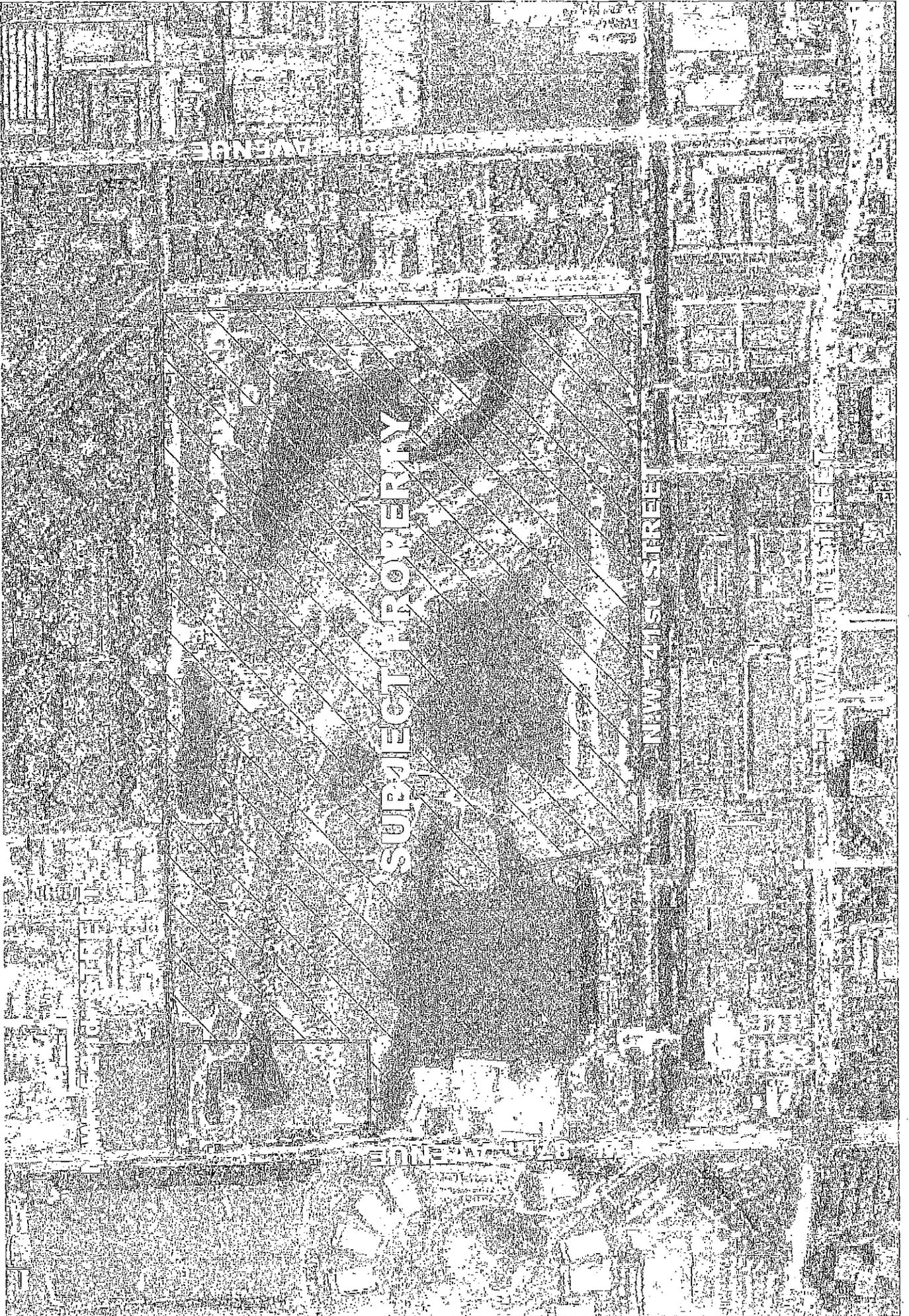
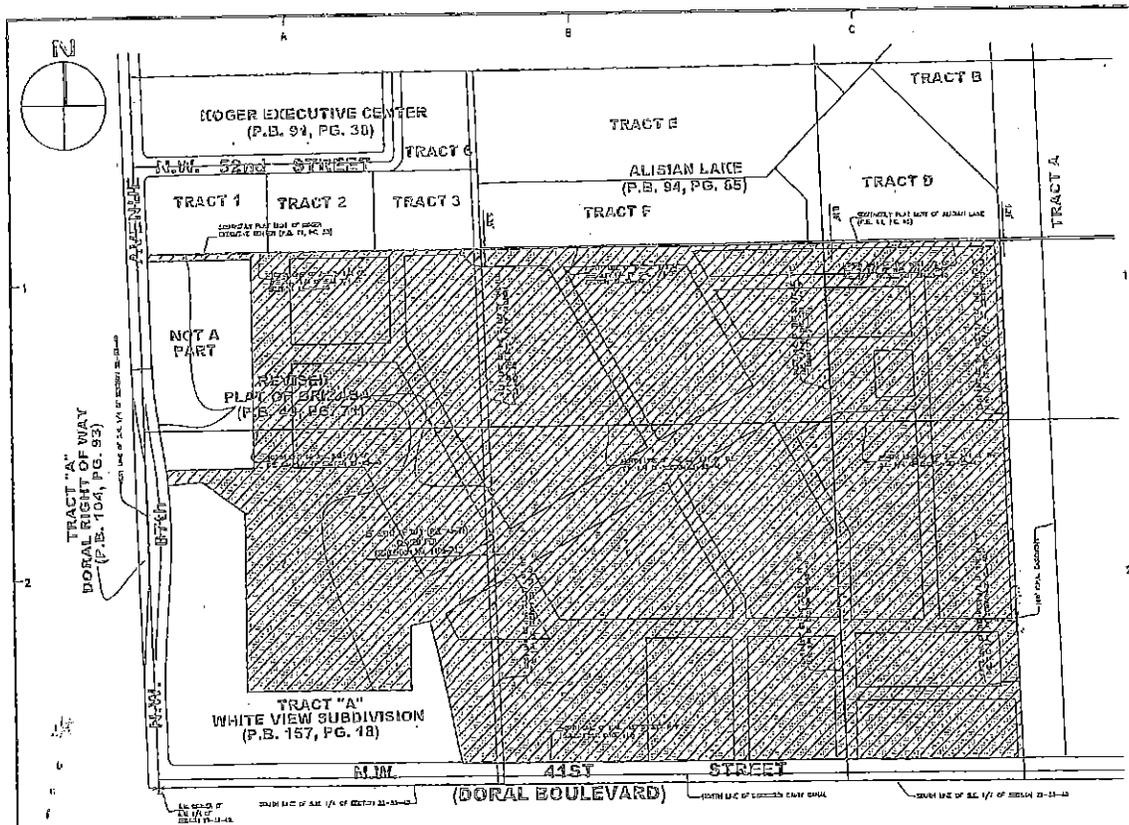


EXHIBIT 2

METES AND BOUNDS DESCRIPTION

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SURVEYOR'S NOTES:

- 1) This is not a Boundary Survey, but only a GRAPHIC DEPICTION of the description shown hereon.
- 2) North arrow direction and Bearings shown hereon are based on recorded value of N88°14'24"W along the South line of S.W. ¼ of Section 22, Township 53 South, Range 40 East, as shown on P.B. 157, Pg. 18.
- 3) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
- 4) There may be additional Restrictions not shown on this Sketch & Legal that may be found in the Public Records of this County, Examination of TITLE COMMITMENT will have to be made to determine recorded instruments, if any affecting this property.
- 5) The Sketch and Legal Description shown herein is based on the information provided by the Client.
- 6) No Title research has been performed to determine if there are any conflict existing or arising out of the creation of the easements, Right of Ways, Parcel Descriptions, or any other type of encumbrances that the herein described legal may be utilized for.

SURVEYOR'S CERTIFICATE:

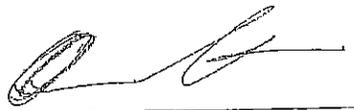
I Hereby Certify to the best of my knowledge and belief that this drawing is a true and correct representation of the SKETCH AND LEGAL DESCRIPTION, of the real property described hereon.

I further certify that this survey was prepared in accordance with the applicable provisions of Chapter 5J-17 (Formerly 61G17-6) Florida Administrative Code.

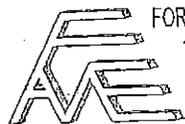
Ford, Armenteros & FERNANDEZ, Inc.

Date: April 27, 2016

Revision 1:

By: 
 Omar Armenteros, P.L.S. for the firm
 Professional Land Surveyor
 State of Florida, LS No. 3679

DORAL WHITE COURSE - DOWNTOWN DORAL CDD



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT:	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME:	SURVEYOR NOTES AND LOCATION		
PREPARED FOR:	CC DEVCO, LLC.		
DRAWN BY:	B.R.	DATE:	04-27-2016
DWG. CHECKED BY:		SCALE:	N/A
CHECKED BY:		PROJECT No:	14A046-1003
			1 of 6 SHEETS

FORD COMPANIES Engineering & Surveying \Survey\Sketch & Legal\14-046 DORAL WHITE COURSE\14A046-1003.dwg

ee

LEGAL DESCRIPTION:

A portion of the following described property;

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (a), (b), (c), and (d);

- a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.
- b) The West 40 feet of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at page 312, and in Official Records Book 7118 at page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according to the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.
- c) That portion of Tract "A" and that portion of NW 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according to the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.
- d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida. LESS following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS OUT FROM ABOVE DESCRIBED

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93 of the Public Records of Miami-Dade County, Florida, for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 208.95 feet to the point of curvature of a circular curve to the right having a radius of 1,889.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to

C:\Users\Survey\Documents\Projects\14-046 DORAL WHITE COURSE\14046-1003.dwg

DORAL WHITE COURSE - DOWNTOWN DORAL CDD



FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH: (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION

SHEET NAME: LEGAL DESCRIPTION

PREPARED FOR: CC DEVCO, LLC.

DRAWN BY: B.R.

DATE: 04-27-2016

SHEET

WALL CHECKED BY:

SCALE: N/A

2

CHECKED BY:

PROJECT No: 14A046-1003

OF 6 SHEETS

23

LEGAL DESCRIPTION: (CONTINUED)

the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of 01°40'45" to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of 01°24'17"; thence N07°03'54"W, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence S88°36'17"E for a distance of 397.62 feet; thence S01°23'43"W for a distance of 780.00 feet; thence N88°36'17"W for a distance of 340.32 feet to the POINT OF BEGINNING.

COMPANIES Engineering & Surveying Survey\Sketch & Legal\14-046 DORAL WHITE COURSE\14A046-1003.dwg

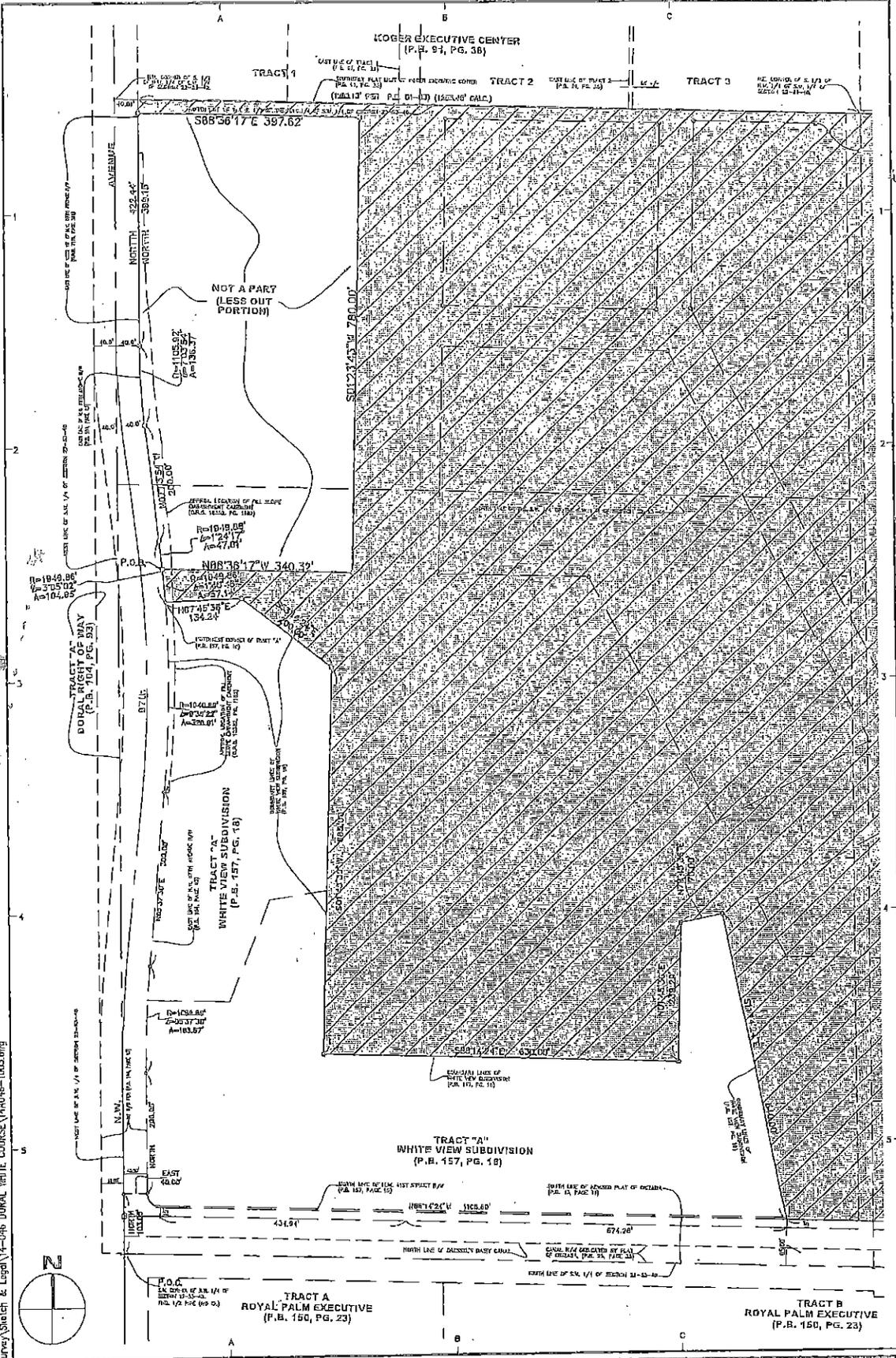
DORAL WHITE COURSE - DOWNTOWN DORAL CDD



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-9866

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION	
SHEET NAME: LEGAL DESCRIPTION	
PREPARED FOR: CC DEVCO, LLC.	
DRAWN BY: B.R.	DATE: 04-27-2016
ENG. CHECKED BY:	SCALE: N/A
PROJECT No: 14A046-1003	SHEET: 3
	OF 6 SHEETS

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3RD COMPANIES Engineering & Surveying Survey\Sketch & Legal\4-046 DORAL WHITE COURSE\14046-1003.dwg

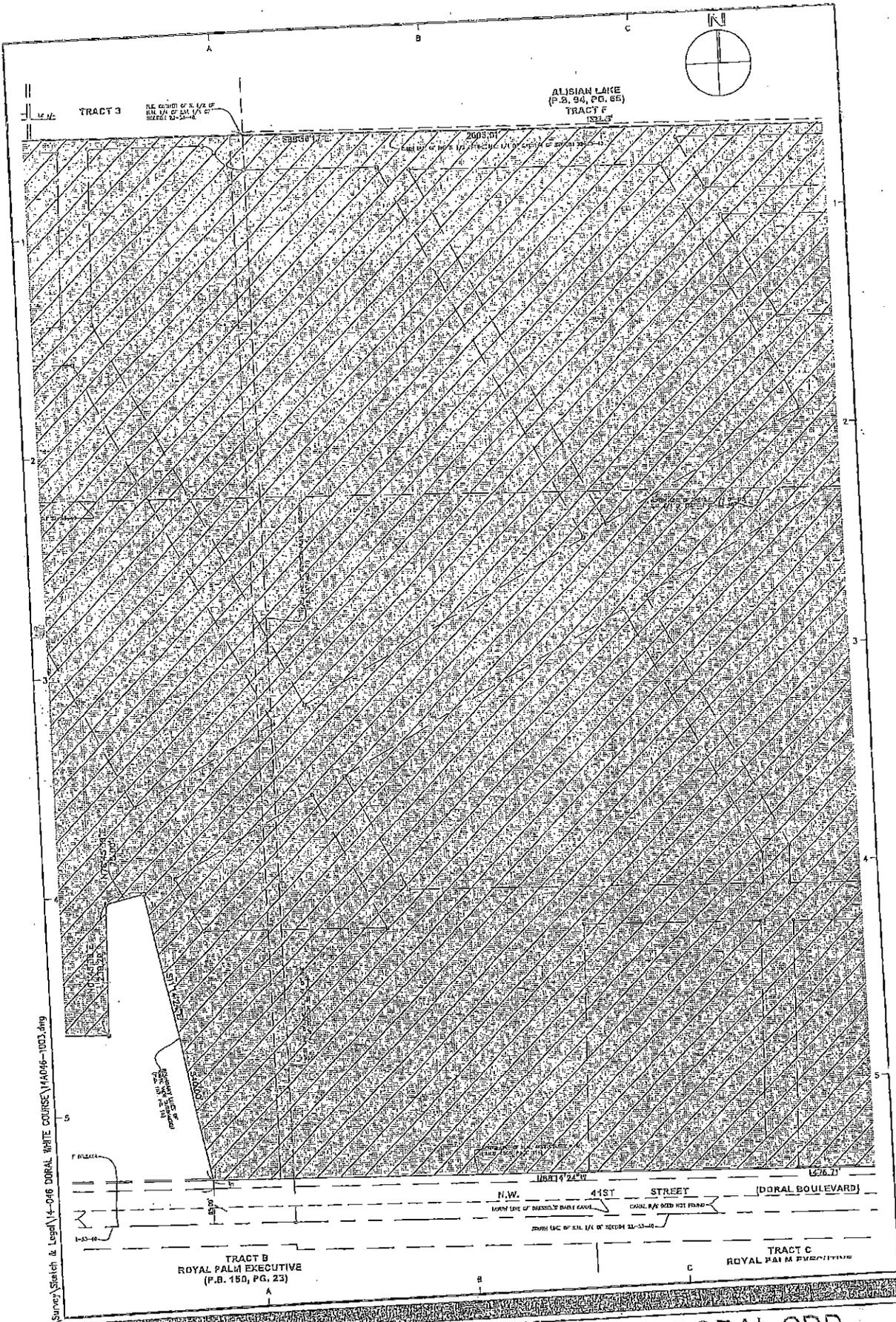
DORAL WHITE COURSE - DOWNTOWN DORAL CDD



FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH. (305) 477-6472
 FAX (305) 470-2805

TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		SHEET:
SHEET NAME: SKETCH TO ACCOMPANY LEGAL		
PREPARED FOR: CC DEVCO, LLC.		
DRAWN BY: B.R.	DATE: 04-27-2016	4
DWG. CHECKED BY:	SCALE: 1" = 200'	
CHECKED BY:	PROJECT No: 14A046-1003	

25



H:\P\ANES\Engineering & Surveying\Survey\Sketch & Legal\14-046 DORAL WHITE COURSE\14046-1003.dwg
 14-046

DORAL WHITE COURSE - DOWNTOWN DORAL CDD


FORD, ARMENTEROS & FERNANDEZ, INC.
 1950 N.W. 94th AVENUE, 2nd FLOOR
 MIAMI, FLORIDA 33172
 PH (305) 477-6472

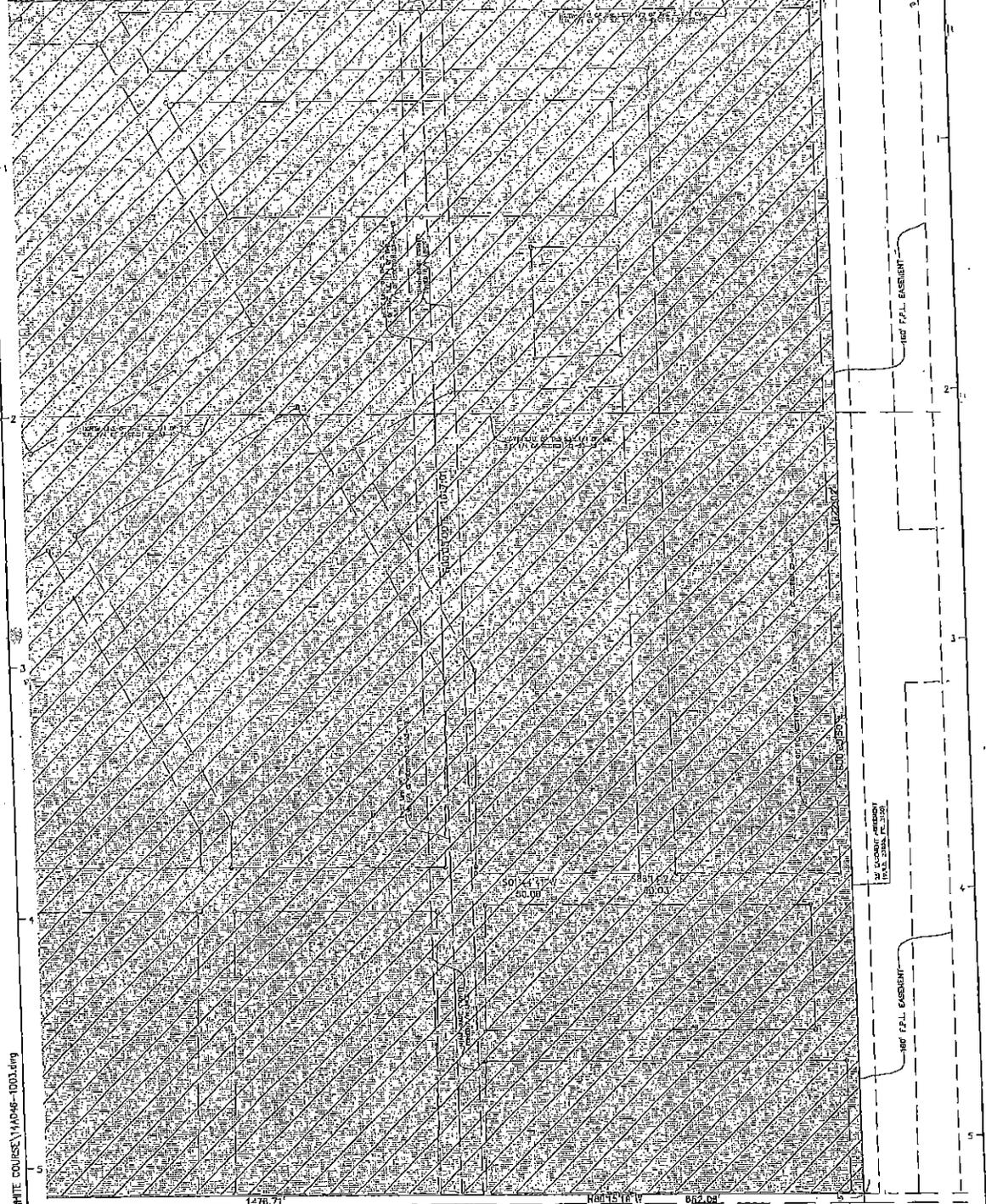
TYPE OF PROJECT:		SKETCH AND LEGAL DESCRIPTION	
SHEET NAME:		SKETCH TO ACCOMPANY LEGAL	
PREPARED FOR:		CC DEVCO, LLC.	
DRAWN BY:	B.R.	DATE:	04-27-2016
ENGL. CHECKED BY:		SCALE:	1" = 200'
		SHEET:	5
		OF 6 SHEETS	

26

1/4, PG. 65;
ACT 15
1924-45

ALISIAN LAICE
(P.B. 84, PG. 65)
TRACT D

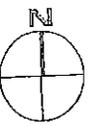
1/4 SECTION OF THE S. 1/4
OF THE S. 1/4 OF S.E. 1/4
OF SEC. 17, T. 22, N. 23, E. 16, W.



10 COMPANIES Engineering & Surveying Survey Sketch & Legal 14-046 DORAL WHITE COURSE 14046-1001.dwg

STREET (DORAL BOULEVARD)
ROAD 1/4" = 200'

TRACT C
ROYAL PALM EXECUTIVE
(P.B. 150, PG. 23)



DORAL WHITE COURSE - DOWNTOWN DORAL CDD



FORD, ARMENTEROS & FERNANDEZ, INC.
1950 N.W. 94th AVENUE, 2nd FLOOR
MIAMI, FLORIDA 33172
PH. (305) 477-6472
FAX (305) 470-2805

TYPE OF PROJECT	SKETCH AND LEGAL DESCRIPTION		
SHEET NAME	SKETCH TO ACCOMPANY LEGAL		
PREPARED FOR	CC DEVCO, LLC.		
DRAWN BY:	B.R.	DATE:	04-27-2016
REV. CHECKED BY:		SCALE:	1" = 200'
CHECKED BY:		PROJECT No:	14A045-1003
			SHEET 6 of 6 SHEETS

COMPOSITE EXHIBIT 3

AFFIDAVITS

6
F

**AFFIDAVIT OF OWNERSHIP AND CONSENT
DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT**

On this 5 day of MAY, 2016, personally appeared before me, Harold Eisenacher, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the VP of CC Homes at Doral, LLC, a Delaware limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that he/she has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Downtown Doral South Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

CC HOMES AT DORAL, LLC, a Delaware limited liability company

By: [Signature]
Title: VP

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Harold Eisenacher, as VP of CC Homes at Doral, LLC, this 5 day of MAY 2016, who is personally known to me or produced _____ as identification.

[Signature]
Notary Public
Lissette Viera
Typed, printed or stamped name of Notary Public



Exhibit "A" to Affidavit

Legal description of Property

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EXHIBIT A

Description of CC Devco Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida;

LESS the following parcels (a), (b), (c), and (d):

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

Being more particularly described as follows:

CC DEVCO PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North 87°45'36" East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North 01°23'43" East for a distance of 26.05 feet; thence continue North 01°23'43" East for a distance

of 389.00 feet to a point hereinafter referred to as Reference Point "E"; thence North 01°23'43" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 01°23'43" East for a distance of 321.00 feet; thence South 88°36'17" East for a distance of 381.90 feet; thence South 01°23'43" West for a distance of 321.00 feet; thence North 88°36'17" West for a distance of 381.90 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 2:

COMMENCE at the aforementioned Reference Point "E"; thence South 88°36'17" East for a distance of 402.29 feet; thence South 27°22'42" East for a distance of 755.72 feet; thence North 62°37'18" East for a distance of 70.00 feet; thence continue North 62°37'18" East for a distance of 613.00 feet to a point hereinafter referred to as Reference Point "F"; thence continue North 62°37'18" East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 420.00 feet; thence North 27°22'42" West for a distance of 515.33 feet; thence North 88°36'17" West for a distance of 479.16 feet; thence South 27°22'42" East for a distance of 745.97 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 3:

COMMENCE at the aforementioned Reference Point "F"; thence South 27°22'42" East for a distance of 150.00 feet; thence North 62°37'18" East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 420.00 feet; thence South 27°22'42" East for a distance of 497.27 feet; thence South 01°44'41" West for a distance of 301.80 feet to a point hereinafter referred to as Reference Point "G"; thence North 88°14'24" West for a distance of 351.96 feet; thence North 01°45'36" East for a distance of 70.45 feet; thence North 27°22'42" West for a distance of 528.01 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 4:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence South 88°14'24" East for a distance of 273.29 feet to a point hereinafter referred to as Reference Point "H"; thence North 00°05'50" West for a distance of 780.49 feet to a point hereinafter referred to as Reference Point "I"; thence South 89°54'10" West for a distance of 287.33 feet; thence South 62°37'18" West for a distance of 183.01 feet; thence South 27°22'42" East for a distance of 408.56 feet; thence South 01°44'41" West for a distance of 324.80 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 5:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet; thence South 88°14'24secE for a distance of 15.00 feet; thence South 01°44'41" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 01°44'41" West for a distance of 201.29 feet; thence South 88°14'24" East for a distance of 543.52 feet; thence North 00°05'50" West, along a line 70.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 201.40 feet; thence North 88°14'24" West for a distance of 537.05 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 6:

COMMENCE at the aforementioned Reference Point "H"; thence South 88°14'24" East for a distance of 60.03 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 267.14 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 1385.80 feet; thence North 88°38'07" West, along a line 20.00 feet South of and parallel to the North line of the West 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 641.99 feet; thence North 88°36'17" West, along a line 20.00 feet South of and parallel to the North line of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, for a distance of 500.51 feet; thence South 27°22'42" East for a distance of 108.38 feet; thence South 88°36'17" East for a distance of 448.36 feet; thence South 88°38'07" East for a distance of 377.35 feet; thence South 00°05'50" East for a distance of 1288.93 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 7:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 171.93 feet; thence North 88°38'07" West for a distance of 144.05 feet; thence South 00°05'50" East for a distance of 175.60 feet; thence North 89°54'10" East for a distance of 144.00 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 8:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet; thence continue North 00°05'50" West for a distance of 171.93 feet; thence continue North 00°05'50" West for a distance of 50.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 186.06 feet; thence North 88°38'07" West for a distance of 318.62 feet; thence North 88°36'17" West for a distance of 420.92 feet; thence South 27°22'42" East for a distance of

212.20 feet; thence South $88^{\circ}36'17''$ East for a distance of 318.78 feet; thence South $88^{\circ}38'07''$ East for a distance of 323.46 feet to the POINT OF BEGINNING.

AFFIDAVIT OF OWNERSHIP AND CONSENT
DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

On this 4 day of May, 2016, personally appeared before me, Greg McPherson, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of White Course Lennar, LLC, a Florida limited liability company (the "Company").
2. The Company is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that he/she has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Downtown Doral South Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

WHITE COURSE LENNAR, LLC, a
Florida limited liability company

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

By: _____

Title: _____

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Greg McPherson V.P. of Lennar Homes, LLC, a Florida limited liability company, the member of White Course Lennar, LLC, a Florida limited liability company, this 4 day of May, 2016, who is personally known to me or produced _____ as identification.

Patricia Llana
Notary Public

Patricia Llana
Typed, printed or stamped name of Notary Public

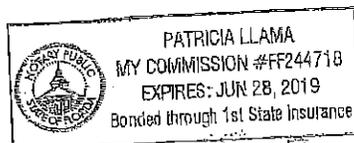


Exhibit "A" to Affidavit

Legal description of Property

EXHIBIT A

Description of Lennar Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida;

LESS the following parcels (a), (b), (c), and (d):

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

Being more particularly described as follows:

LENNAR PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of, DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North 87°45'36" East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North 01°23'43" East for a distance of 26.05 feet to the POINT OF BEGINNING of the hereinafter

described parcel; thence continue North 01°23'43" East for a distance of 389.00 feet; thence South 88°36'17" East for a distance of 402.29 feet; thence South 27°22'42" East for a distance of 755.72 feet to a point hereinafter referred to as Reference Point "A"; thence South 62°37'18" West for a distance of 303.36 feet; thence North 27°22'42" West for a distance of 478.51 feet; thence North 88°36'17" West for a distance of 269.81 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 2:

COMMENCE at the aforementioned Reference Point "A"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 613.00 feet; thence North 27°22'42" West for a distance of 780.28 feet; thence North 88°36'17" West for a distance of 254.00 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 64.00 feet, through a central angle of 60°52'51" for an arc distance of 68.00 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 60°52'51" for an arc distance of 26.56 feet to a point of tangency; thence North 88°36'17" West for a distance of 215.48 feet; thence South 01°23'43" West for a distance of 322.69 feet; thence South 27°22'42" East for a distance of 800.89 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 3:

COMMENCE at the aforementioned Reference Point "A"; thence South 27°22'42" East for a distance of 150.00 feet to the POINT OF BEGINNING of the hereinafter described parcel, said point also hereinafter referred to as Reference Point "B"; thence continue South 27°22'42" East for a distance of 280.18 feet; thence North 88°14'24" West for a distance of 347.31 feet; thence North 27°22'42" West for a distance of 111.06 feet; thence North 62°37'18" East for a distance of 303.36 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 4:

COMMENCE at the aforementioned Reference Point "B"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence North 62°37'18" East for a distance of 613.00 feet; thence South 27°22'42" East for a distance of 515.01 feet; thence South 01°45'36" West for a distance of 57.46 feet to a point hereinafter referred to as Reference Point "C"; thence North 88°14'24" West for a distance of 669.79 feet; thence North 27°22'42" West for a distance of 239.06 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 5:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence North $88^{\circ}14'24''$ West for a distance of 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $88^{\circ}14'24''$ West for a distance of 331.98 feet; thence South $01^{\circ}45'36''$ West for a distance of 452.98 feet; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 331.98 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 6:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence South $88^{\circ}14'24''$ East for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}14'24''$ East for a distance of 331.98 feet; thence South $01^{\circ}44'41''$ West for a distance of 452.98 feet to a point hereinafter referred to as Reference Point "D"; thence North $88^{\circ}14'24''$ West, along a line 83.00 feet North of and parallel to the South Line of the Southwest 1/4 of said Section 22, for a distance of 332.10 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 7:

COMMENCE at the aforementioned Reference Point "D"; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 39.90 feet to its intersection with the East line of the Southwest 1/4 of said Section 22; thence South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 40.10 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 601.96 feet; thence North $00^{\circ}05'50''$ West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 211.63 feet; thence North $88^{\circ}14'24''$ West for a distance of 595.15 feet; thence South $01^{\circ}44'41''$ West for a distance of 211.68 feet to the POINT OF BEGINNING.

AFFIDAVIT OF OWNERSHIP AND CONSENT
DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

On this 5 day of MAY, 2016, personally appeared before me, Harold Eisenacher an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the VP of CC-WCD TIC, LLC, a Delaware limited liability company (the "Company").
2. The Company is the Fifty percent (50%) interest owner as tenants in common with White Course Lennar, LLC of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that he/she has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Downtown Doral South Community Development District (the "Proposed CDD").
4. The Property constitutes a portion of the real property to be included in the Proposed CDD.
5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

CC-WCD TIC, LLC, a Delaware limited liability company

By: [Signature]
Title: VP

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

VP The foregoing instrument was acknowledged before me by Harold Eisenacher
MAY of CC-WCD TIC, LLC, a Delaware limited liability company, this 5 day of
MAY, 2016, who is personally known to me or produced _____ as identification.



[Signature]
Notary Public
Lisette Viera
Typed, printed or stamped name of Notary Public

Exhibit "A" to Affidavit

Legal description of Property

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EXHIBIT A

Description of TIC Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS AND EXCEPT the following:

LESS OUT LENNAR PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $01^{\circ}23'43''$ East for a distance of 389.00 feet; thence South $88^{\circ}36'17''$ East for a distance of 402.29 feet; thence South $27^{\circ}22'42''$ East for a distance of

755.72 feet to a point hereinafter referred to as Reference Point "A"; thence South 62°37'18" West for a distance of 303.36 feet; thence North 27°22'42" West for a distance of 478.51 feet; thence North 88°36'17" West for a distance of 269.81 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 2:

COMMENCE at the aforementioned Reference Point "A"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 613.00 feet; thence North 27°22'42" West for a distance of 780.28 feet; thence North 88°36'17" West for a distance of 254.00 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 64.00 feet, through a central angle of 60°52'51" for an arc distance of 68.00 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 60°52'51" for an arc distance of 26.56 feet to a point of tangency; thence North 88°36'17" West for a distance of 215.48 feet; thence South 01°23'43" West for a distance of 322.69 feet; thence South 27°22'42" East for a distance of 800.89 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 3:

COMMENCE at the aforementioned Reference Point "A"; thence South 27°22'42" East for a distance of 150.00 feet to the POINT OF BEGINNING of the hereinafter described parcel, said point also hereinafter referred to as Reference Point "B"; thence continue South 27°22'42" East for a distance of 280.18 feet; thence North 88°14'24" West for a distance of 347.31 feet; thence North 27°22'42" West for a distance of 111.06 feet; thence North 62°37'18" East for a distance of 303.36 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 4:

COMMENCE at the aforementioned Reference Point "B"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence North 62°37'18" East for a distance of 613.00 feet; thence South 27°22'42" East for a distance of 515.01 feet; thence South 01°45'36" West for a distance of 57.46 feet to a point hereinafter referred to as Reference Point "C"; thence North 88°14'24" West for a distance of 669.79 feet; thence North 27°22'42" West for a distance of 239.06 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 5:

COMMENCE at the aforementioned Reference Point "C"; thence South 01°45'36" West for a distance of 70.00 feet; thence North 88°14'24" West for a distance of 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 88°14'24" West for a

distance of 331.98 feet; thence South $01^{\circ}45'36''$ West for a distance of 452.98 feet; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 331.98 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 6:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence South $88^{\circ}14'24''$ East for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}14'24''$ East for a distance of 331.98 feet; thence South $01^{\circ}44'41''$ West for a distance of 452.98 feet to a point hereinafter referred to as Reference Point "D"; thence North $88^{\circ}14'24''$ West, along a line 83.00 feet North of and parallel to the South Line of the Southwest 1/4 of said Section 22, for a distance of 332.10 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 7:

COMMENCE at the aforementioned Reference Point "D"; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 39.90 feet to its intersection with the East line of the Southwest 1/4 of said Section 22; thence South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 40.10 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 601.96 feet; thence North $00^{\circ}05'50''$ West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 211.63 feet; thence North $88^{\circ}14'24''$ West for a distance of 595.15 feet; thence South $01^{\circ}44'41''$ West for a distance of 211.68 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW

87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet; thence continue North $01^{\circ}23'43''$ East for a distance of 389.00 feet to a point hereinafter referred to as Reference Point "E"; thence North $01^{\circ}23'43''$ East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $01^{\circ}23'43''$ East for a distance of 321.00 feet; thence South $88^{\circ}36'17''$ East for a distance of 381.90 feet; thence South $01^{\circ}23'43''$ West for a distance of 321.00 feet; thence North $88^{\circ}36'17''$ West for a distance of 381.90 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 2:

COMMENCE at the aforementioned Reference Point "E"; thence South $88^{\circ}36'17''$ East for a distance of 402.29 feet; thence South $27^{\circ}22'42''$ East for a distance of 755.72 feet; thence North $62^{\circ}37'18''$ East for a distance of 70.00 feet; thence continue North $62^{\circ}37'18''$ East for a distance of 613.00 feet to a point hereinafter referred to as Reference Point "F"; thence continue North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence North $27^{\circ}22'42''$ West for a distance of 515.33 feet; thence North $88^{\circ}36'17''$ West for a distance of 479.16 feet; thence South $27^{\circ}22'42''$ East for a distance of 745.97 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 3:

COMMENCE at the aforementioned Reference Point "F"; thence South $27^{\circ}22'42''$ East for a distance of 150.00 feet; thence North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence South $27^{\circ}22'42''$ East for a distance of 497.27 feet; thence South $01^{\circ}44'41''$ West for a distance of 301.80 feet to a point hereinafter referred to as Reference Point "G"; thence North $88^{\circ}14'24''$ West for a distance of 351.96 feet; thence North $01^{\circ}45'36''$ East for a distance of 70.45 feet; thence North $27^{\circ}22'42''$ West for a distance of 528.01 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 4:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence South 88°14'24" East for a distance of 273.29 feet to a point hereinafter referred to as Reference Point "H"; thence North 00°05'50" West for a distance of 780.49 feet to a point hereinafter referred to as Reference Point "I"; thence South 89°54'10" West for a distance of 287.33 feet; thence South 62°37'18" West for a distance of 183.01 feet; thence South 27°22'42" East for a distance of 408.56 feet; thence South 01°44'41" West for a distance of 324.80 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 5:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet; thence South 88°14'24secE for a distance of 15.00 feet; thence South 01°44'41" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 01°44'41" West for a distance of 201.29 feet; thence South 88°14'24" East for a distance of 543.52 feet; thence North 00°05'50" West, along a line 70.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 201.40 feet; thence North 88°14'24" West for a distance of 537.05 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 6:

COMMENCE at the aforementioned Reference Point "H"; thence South 88°14'24" East for a distance of 60.03 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 267.14 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 1385.80 feet; thence North 88°38'07" West, along a line 20.00 feet South of and parallel to the North line of the West 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 641.99 feet; thence North 88°36'17" West, along a line 20.00 feet South of and parallel to the North line of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, for a distance of 500.51 feet; thence South 27°22'42" East for a distance of 108.38 feet; thence South 88°36'17" East for a distance of 448.36 feet; thence South 88°38'07" East for a distance of 377.35 feet; thence South 00°05'50" East for a distance of 1288.93 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 7:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 171.93 feet; thence North 88°38'07" West for a

distance of 144.05 feet; thence South 00°05'50" East for a distance of 175.60 feet; thence North 89°54'10" East for a distance of 144.00 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 8:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet; thence continue North 00°05'50" West for a distance of 171.93 feet; thence continue North 00°05'50" West for a distance of 50.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 186.06 feet; thence North 88°38'07" West for a distance of 318.62 feet; thence North 88°36'17" West for a distance of 420.92 feet; thence South 27°22'42" East for a distance of 212.20 feet; thence South 88°36'17" East for a distance of 318.78 feet; thence South 88°38'07" East for a distance of 323.46 feet to the POINT OF BEGINNING.

LESS OUT COMMERCIAL PARCEL

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, as recorded in Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of 01°40'45" to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of 01°24'17"; thence N07°03'54"W, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence S88°36'17"E for a distance of 397.62 feet; thence S01°23'43"W for a distance of 780.00 feet; thence N88°36'17"W

for a distance of 340.32 feet to the POINT OF BEGINNING.

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AFFIDAVIT OF OWNERSHIP AND CONSENT
DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT

On this 4 day of May, 2016, personally appeared before me, Greg McPerson an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Vice President of White Course Lennar, LLC a Florida limited liability company (the "Company").

2. The Company is the Fifty percent (50%) interest owner as tenants in common with CC-WCD TIC, LLC of the following described property, to wit:

See Exhibit "A" attached hereto (the "Property")

3. Affiant hereby represents that he/she has full authority to execute all documents and instruments on behalf of the Company, including the Petition before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to establish the Downtown Doral South Community Development District (the "Proposed CDD").

4. The Property constitutes a portion of the real property to be included in the Proposed CDD.

5. Affiant, on behalf of the Company, hereby consents to the establishment of the Proposed CDD.

WHITE COURSE LENNAR, LLC, a
Florida limited liability company

By: [Signature]
Lennar Homes, LLC, a Florida limited
liability company, its member

By: _____

Title: VP

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by Corce McPerson VP of Lennar Homes, LLC, a Florida limited liability company, the member of White Course Lennar, LLC, a Florida limited liability company, this 4 day of May, 2016, who is personally known to me or produced _____ as identification.

[Signature]
Notary Public

Patricia Llana
Typed, printed or stamped name of Notary Public

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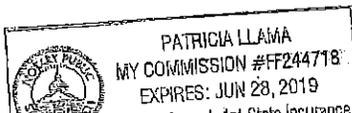


Exhibit "A" to Affidavit

Legal description of Property

EXHIBIT A

Description of TIC Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS AND EXCEPT the following:

LESS OUT LENNAR PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $01^{\circ}23'43''$ East for a distance of 389.00 feet; thence South $88^{\circ}36'17''$ East for a distance of 402.29 feet; thence South $27^{\circ}22'42''$ East for a distance of

755.72 feet to a point hereinafter referred to as Reference Point "A"; thence South 62°37'18" West for a distance of 303.36 feet; thence North 27°22'42" West for a distance of 478.51 feet; thence North 88°36'17" West for a distance of 269.81 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 2:

COMMENCE at the aforementioned Reference Point "A"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 613.00 feet; thence North 27°22'42" West for a distance of 780.28 feet; thence North 88°36'17" West for a distance of 254.00 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 64.00 feet, through a central angle of 60°52'51" for an arc distance of 68.00 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 60°52'51" for an arc distance of 26.56 feet to a point of tangency; thence North 88°36'17" West for a distance of 215.48 feet; thence South 01°23'43" West for a distance of 322.69 feet; thence South 27°22'42" East for a distance of 800.89 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 3:

COMMENCE at the aforementioned Reference Point "A"; thence South 27°22'42" East for a distance of 150.00 feet to the POINT OF BEGINNING of the hereinafter described parcel, said point also hereinafter referred to as Reference Point "B"; thence continue South 27°22'42" East for a distance of 280.18 feet; thence North 88°14'24" West for a distance of 347.31 feet; thence North 27°22'42" West for a distance of 111.06 feet; thence North 62°37'18" East for a distance of 303.36 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 4:

COMMENCE at the aforementioned Reference Point "B"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence North 62°37'18" East for a distance of 613.00 feet; thence South 27°22'42" East for a distance of 515.01 feet; thence South 01°45'36" West for a distance of 57.46 feet to a point hereinafter referred to as Reference Point "C"; thence North 88°14'24" West for a distance of 669.79 feet; thence North 27°22'42" West for a distance of 239.06 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 5:

COMMENCE at the aforementioned Reference Point "C"; thence South 01°45'36" West for a distance of 70.00 feet; thence North 88°14'24" West for a distance of 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 88°14'24" West for a

distance of 331.98 feet; thence South 01°45'36" West for a distance of 452.98 feet; thence South 88°14'24" East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 331.98 feet; thence North 01°45'36" East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 6:

COMMENCE at the aforementioned Reference Point "C"; thence South 01°45'36" West for a distance of 70.00 feet; thence South 88°14'24" East for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 331.98 feet; thence South 01°44'41" West for a distance of 452.98 feet to a point hereinafter referred to as Reference Point "D"; thence North 88°14'24" West, along a line 83.00 feet North of and parallel to the South Line of the Southwest 1/4 of said Section 22, for a distance of 332.10 feet; thence North 01°45'36" East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 7:

COMMENCE at the aforementioned Reference Point "D"; thence South 88°14'24" East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 39.90 feet to its intersection with the East line of the Southwest 1/4 of said Section 22; thence South 88°15'19" East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 40.10 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°15'19" East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 601.96 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 211.63 feet; thence North 88°14'24" West for a distance of 595.15 feet; thence South 01°44'41" West for a distance of 211.68 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW

87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet; thence continue North $01^{\circ}23'43''$ East for a distance of 389.00 feet to a point hereinafter referred to as Reference Point "E"; thence North $01^{\circ}23'43''$ East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $01^{\circ}23'43''$ East for a distance of 321.00 feet; thence South $88^{\circ}36'17''$ East for a distance of 381.90 feet; thence South $01^{\circ}23'43''$ West for a distance of 321.00 feet; thence North $88^{\circ}36'17''$ West for a distance of 381.90 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 2:

COMMENCE at the aforementioned Reference Point "E"; thence South $88^{\circ}36'17''$ East for a distance of 402.29 feet; thence South $27^{\circ}22'42''$ East for a distance of 755.72 feet; thence North $62^{\circ}37'18''$ East for a distance of 70.00 feet; thence continue North $62^{\circ}37'18''$ East for a distance of 613.00 feet to a point hereinafter referred to as Reference Point "F"; thence continue North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence North $27^{\circ}22'42''$ West for a distance of 515.33 feet; thence North $88^{\circ}36'17''$ West for a distance of 479.16 feet; thence South $27^{\circ}22'42''$ East for a distance of 745.97 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 3:

COMMENCE at the aforementioned Reference Point "F"; thence South $27^{\circ}22'42''$ East for a distance of 150.00 feet; thence North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence South $27^{\circ}22'42''$ East for a distance of 497.27 feet; thence South $01^{\circ}44'41''$ West for a distance of 301.80 feet to a point hereinafter referred to as Reference Point "G"; thence North $88^{\circ}14'24''$ West for a distance of 351.96 feet; thence North $01^{\circ}45'36''$ East for a distance of 70.45 feet; thence North $27^{\circ}22'42''$ West for a distance of 528.01 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 4:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence South 88°14'24" East for a distance of 273.29 feet to a point hereinafter referred to as Reference Point "H"; thence North 00°05'50" West for a distance of 780.49 feet to a point hereinafter referred to as Reference Point "I"; thence South 89°54'10" West for a distance of 287.33 feet; thence South 62°37'18" West for a distance of 183.01 feet; thence South 27°22'42" East for a distance of 408.56 feet; thence South 01°44'41" West for a distance of 324.80 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 5:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet; thence South 88°14'24"secE for a distance of 15.00 feet; thence South 01°44'41" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 01°44'41" West for a distance of 201.29 feet; thence South 88°14'24" East for a distance of 543.52 feet; thence North 00°05'50" West, along a line 70.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 201.40 feet; thence North 88°14'24" West for a distance of 537.05 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 6:

COMMENCE at the aforementioned Reference Point "H"; thence South 88°14'24" East for a distance of 60.03 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 267.14 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 1385.80 feet; thence North 88°38'07" West, along a line 20.00 feet South of and parallel to the North line of the West 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 641.99 feet; thence North 88°36'17" West, along a line 20.00 feet South of and parallel to the North line of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, for a distance of 500.51 feet; thence South 27°22'42" East for a distance of 108.38 feet; thence South 88°36'17" East for a distance of 448.36 feet; thence South 88°38'07" East for a distance of 377.35 feet; thence South 00°05'50" East for a distance of 1288.93 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 7:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 171.93 feet; thence North 88°38'07" West for a

distance of 144.05 feet; thence South $00^{\circ}05'50''$ East for a distance of 175.60 feet; thence North $89^{\circ}54'10''$ East for a distance of 144.00 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 8:

COMMENCE at the aforementioned Reference Point "I"; thence North $00^{\circ}05'50''$ West for a distance of 50.00 feet; thence continue North $00^{\circ}05'50''$ West for a distance of 171.93 feet; thence continue North $00^{\circ}05'50''$ West for a distance of 50.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $00^{\circ}05'50''$ West for a distance of 186.06 feet; thence North $88^{\circ}38'07''$ West for a distance of 318.62 feet; thence North $88^{\circ}36'17''$ West for a distance of 420.92 feet; thence South $27^{\circ}22'42''$ East for a distance of 212.20 feet; thence South $88^{\circ}36'17''$ East for a distance of 318.78 feet; thence South $88^{\circ}38'07''$ East for a distance of 323.46 feet to the POINT OF BEGINNING.

LESS OUT COMMERCIAL PARCEL

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, as recorded in Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of $01^{\circ}40'45''$ to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of $01^{\circ}24'17''$; thence $N07^{\circ}03'54''W$, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of $07^{\circ}03'54''$ for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence $S88^{\circ}36'17''E$ for a distance of 397.62 feet; thence $S01^{\circ}23'43''W$ for a distance of 780.00 feet; thence $N88^{\circ}36'17''W$

EXHIBIT 4

INITIAL MEMBERS OF THE DISTRICT BOARD OF SUPERVISORS

Harold Eisenacher
Ryan Palonka
Maria Carolina Herrera
Teresa Baluja
Manuel J. Echezarreta

All of the initial members of the Board of Supervisors are residents of the State of Florida and citizens of the United States.

Harold Eisenacher
President
CC Homes
135 San Lorenzo Avenue, Suite 740
Coral Gables, Florida, 33146

SUMMARY:

Harold Eisenacher is a Certified Public Accountant who has over twenty years' experience in the home building industry.

Current Employment:

CC Homes
President

2009-Present

Experience:

Mr. Eisenacher has served as the Chief Financial Officer of AmeriFirst Development Corporation and Chief Financial Officer and President of Westbrooke Homes.

Mr. Eisenacher has been involved in all aspects of financing residential home developments and in numerous real estate joint ventures. He is a past President of the Builders' Association of South Florida.

Ryan Palonka
Development Manager
CC Homes
135 San Lorenzo Avenue, Suite 740
Coral Gables, Florida, 33146

SUMMARY:

Ryan Palonka is a Registered Professional Engineer with experience in the civil engineering and home building industries.

Current Employment:

CC Homes
Development Manager 2012-Present

Experience:

Mr. Palonka has served as a Development Manager of CC Homes and Senior Engineer of Craven, Thompson and Associates.

Mr. Palonka possesses five years of experience in civil engineering including design, permitting, and construction. He has four years of experience in all aspects of residential home developments, with an emphasis in land development.

Education:

Valparaiso University 2006-2007
Master of Engineering Management

Valparaiso University 2002-2006
Bachelor of Science in Civil Engineering

Maria Carolina Herrera
Senior Land Acquisition Manager
SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172

SUMMARY:

Specialties:

Land Acquisition, Legal Settlements and Contracts, Industry Advocate, Property Management, Real Estate.

Current Employment:

Lennar Homes
Vice President of Property Management SE Division
Real Estate industry, Property Management, Contracts
2004-2013

Lennar Homes
Senior Land Acquisition Manager SE Division
Real Estate industry, Property Management, Contracts
2013 - Present

Education:

University of Miami- School of Business
MBA
2008-2009

Universidad del Rosario-Law School
Attorney,
Bogota, Colombia
1997-2002

Additional Information:

Builder Association of South Florida- Board Member

Teresa Baluja
Director of Property Management for SE Region at Lennar Homes
730 NW 107 Ave, 3rd Floor
Miami, Florida, 33172
Tel: 305-485-2080

Current Employment:

Lennar Homes
HOA Manager for SE Region
Real Estate Industry, Property Management, Contracts
2007-2013

Lennar Homes
Director of Property Management for SE Region
Real Estate Industry, Property Management, Contracts
2007 – Present

Education:

FIU- Bachelors in Elementary Education
2006

CAM License
(Current)
2010

Manuel J. Echezarreta

Registration

Professional Engineer #24595, State of Florida, April, 1981
Certified General Contractor #CG015597

Education

University of Miami, 1976

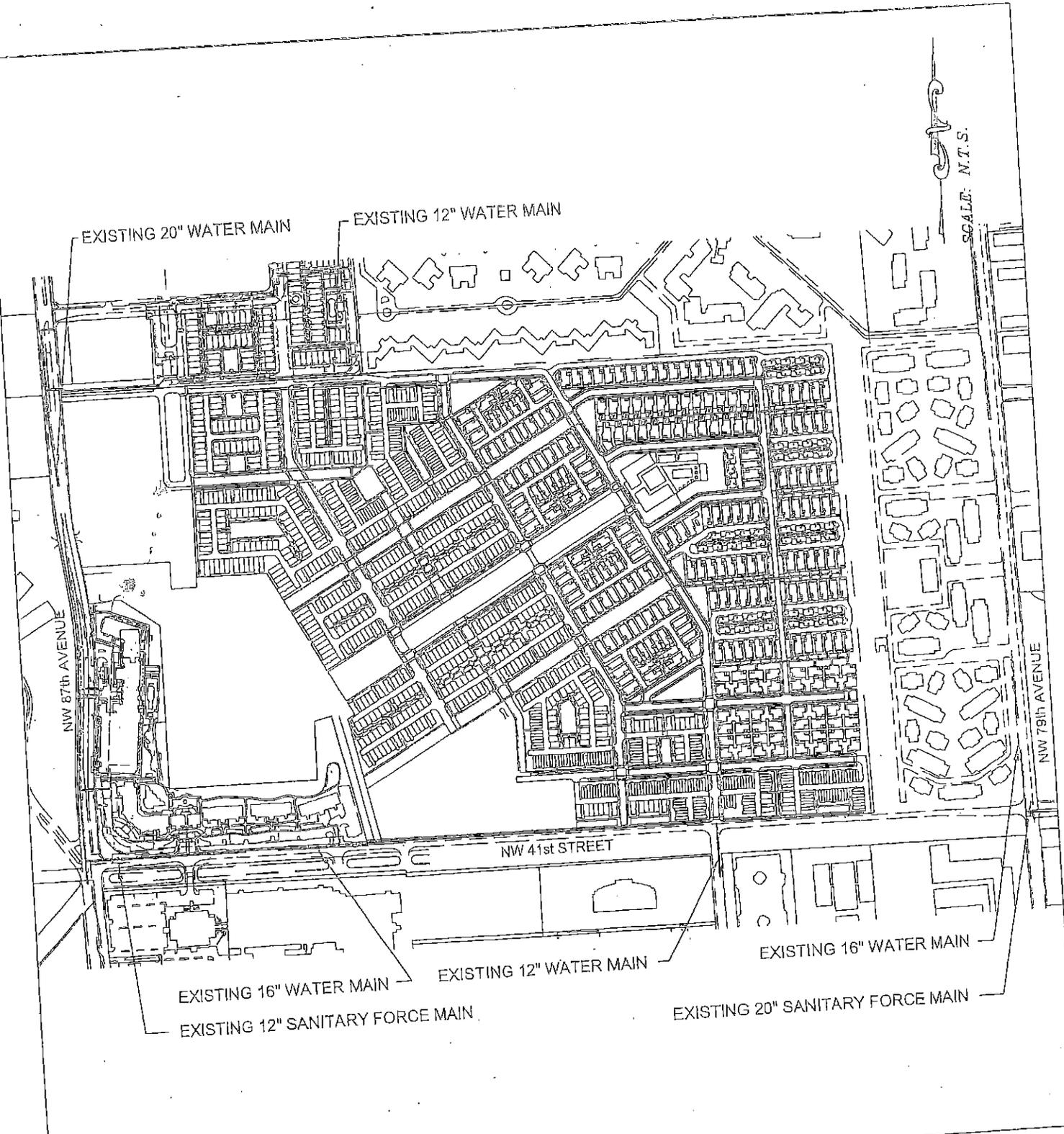
- B.S. Civil Engineering

Professional Organizations

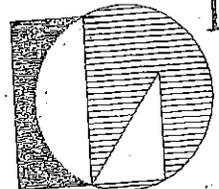
- American Society of Civil Engineers (ASCE)
- Latin Builders Association (LBA)
- American Waterworks Association (AMWA)
- National Consulting Engineering Council
- National Society of Professional Engineers (NSPE)
- Florida Engineering Society
- Builders Association of South Florida (BASE)

EXHIBIT 5

MAJOR TRUNK WATER MAINS, SEWER INTERCEPTORS AND OUTFALLS.



SCALE: N.T.S.



LUDOVICI & ORANGE
 CONSULTING ENGINEERS INC.
 329 PALERMO AVENUE, CORAL GABLES
 FLORIDA 33134
 TEL (305) 448-1600 FAX (305) 446-3876

Date: 03/17/2016	Drawn: AWA
Proj.No:2014-38	Checked: AWA
Proj.Name: DOWNTOWN DORAL SOUTH EXISTING WATER AND SEWER MAINS SHEET 1 OF 1	

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EXHIBIT 6

PROPOSED TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS

	<u>Start Date</u>	<u>Completion Date</u>
Stormwater Management System	February 2017	March 2019
Water Distribution and Wastewater Collection System (on-site and off-site)	February 2017	March 2019
Roadway Improvements (on-site)	March 2017	April 2019
Roadway Improvements (off-site)	August 2017	March 2018
Recreational Facilities	June 2017	May 2019
Open Space/Landscaping	July 2017	May 2019

EXHIBIT 7

ESTIMATED COSTS OF DISTRICT IMPROVEMENTS

	<u>Costs:</u>
Stormwater Management System	\$15,555,643
Water Distribution and Wastewater Collection System (on-site)	\$ 3,871,238
Water Distribution and Wastewater Collection System (off-site)	\$ 2,182,430
Roadway Improvements (on-site)	\$36,332,966
Roadway Improvements (off-site)	\$ 4,888,166
Recreational Facilities	\$ 4,089,100
Open Space/Landscaping	\$ 940,602
Total Estimated Costs:	\$67,860,145

EXHIBIT 8

ZONING APPROVAL

ORDINANCE #2010 - 14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA ADOPTING REMEDIAL LAND USE AMENDMENTS TO THE CITY OF DORAL'S COMPREHENSIVE DEVELOPMENT MASTER PLAN; AUTHORIZING APPROPRIATE CITY OFFICIALS TO TRANSMIT THE REMEDIAL LAND USE AMENDMENTS TO THE STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in the period immediately following the City of Doral's ("City") incorporation, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "CDMP") as its comprehensive plan;

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the CDMP by approving the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, on July 11, 2006, a formal administrative proceeding was initiated by the Department of Community Affairs ("Department") with the Division of Administrative Hearings ("DOAH Case") by publishing a Notice of Intent ("NOI") to find the Proposed Plan not "in compliance" with certain provisions of the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes ("Act");

WHEREAS, on July 18, 2006, CNL Resort Hotels, LLP ("CNL") filed a Petition to Intervene in the DOAH Case in which CNL also challenged the consistency of the Proposed Plan with the Act;

WHEREAS, on February 9, 2007, a stipulated settlement agreement was executed between the Department and the City as to the "non-compliance" issues that had been raised by the Department, and the City subsequently adopted certain land use amendments pursuant to that agreement with the Department;

WHEREAS, the Department then issued a cumulative NOI finding the Proposed Plan and remedial amendments "in compliance" with the Act and the Department thereafter became aligned with the City as a respondent in the DOAH Case;

WHEREAS, the City, CNL, and the Department have had extensive settlement discussions and have executed a Stipulated Settlement Agreement to resolve all the compliance issues that were raised by CNL in the DOAH Case;

WHEREAS, the Stipulated Settlement Agreement describes certain remedial land use amendments to the Proposed Plan, a description of which is attached as Exhibit "A," that would result in a compromise and settlement of all of CNL's claims and disputes in the DOAH Case;
and

WHEREAS, the City Council of the City of Doral finds that it is in the best interests of its citizens to adopt, pursuant to the Stipulated Settlement Agreement, the remedial land use amendments described therein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:

SECTION 1. RECITALS. 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. REMEDIAL LAND USE AMENDMENTS. The remedial land use amendments to the City's Proposed Plan, as outlined in Exhibit "A," attached hereto and incorporated herein, are hereby adopted.

SECTION 3. TRANSMITTAL. The City Clerk, or designee, is hereby authorized to transmit this ordinance to the Department.

SECTION 4. SEVERABILITY. If any section or portion of a section of this ordinance proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this ordinance.

SECTION 5. CONFLICTS. All ordinances, resolutions, or parts of ordinances or resolutions, which conflict with any of the provisions of this ordinance, are hereby repealed.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect immediately upon adoption by the City Council.

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

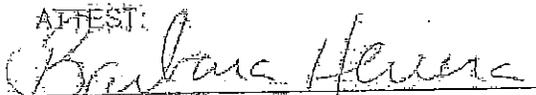
Mayor Juan Carlos Bermudez	<u>Yes</u>
Vice Mayor Robert Van Name	<u>Yes</u>
Councilman Pete Cabrera	<u>Yes</u>
Councilman Michael DiPietro	<u>Yes</u>
Councilwoman Sandra Ruiz	<u>Yes</u>

PASSED and ADOPTED this 9th day of June, 2010.



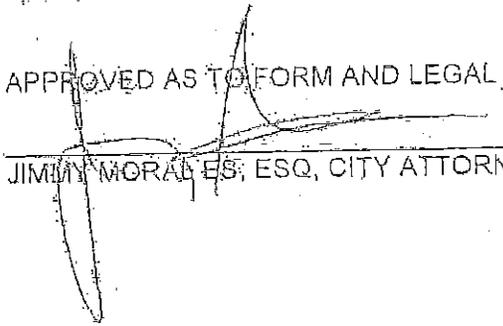
JUAN CARLOS BERMUDEZ, MAYOR

ATTEST:



BARBARA HERRERA, CITY CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



JIMMY MORALES, ESQ, CITY ATTORNEY

EXHIBIT "A"

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

CNL RESORT HOTEL, L.P.

Petitioner,

vs.

CITY OF DORAL and
STATE OF FLORIDA DEPARTMENT
OF COMMUNITY AFFAIRS,

Respondents,

Case No. 06-2417 GM

and
"

SHOMA HOMES VILLAGE AT DORAL,
INC., VILLAGE AT DORAL
COMMERCIAL, LLC, et al,

Intervenors.

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT (the "Agreement") is entered into by and between the Petitioner, CNL RESORT HOTEL, L.P. ("CNL"), and Respondents, STATE OF FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS (the "DCA" or the "Department") and CITY OF DORAL (the "City") (collectively referred to herein as the "Parties"), as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the DCA is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes (the "Act");

WHEREAS, the City is a local government subject to the provisions of the Act and with the duty to adopt a comprehensive plan that is "in compliance" with the Act;

WHEREAS, CNL owns property in the City which encompasses in excess of 600 acres, generally located north of NW 36th Street (a/k/a Doral Boulevard) on both the east and west sides of NW 87th Avenue (the "Property"), a legal description of which is attached as Exhibit "A";

WHEREAS, in the interim period subsequent to the City's incorporation on July 24, 2003, the City adopted the Miami-Dade County Comprehensive Development Master Plan (the "Miami-Dade CDMP") as its comprehensive plan (the "Interim Doral Comprehensive Plan");

WHEREAS, on April 26, 2006, the City adopted Ordinance No. 2005-16, wherein the City amended the Interim Doral Comprehensive Plan by passing and adopting the City of Doral Comprehensive Plan (the "Proposed Plan");

WHEREAS, on June 29, 2006, the Department issued a Notice of Intent ("NOI") pursuant to Florida Statutes Section 163.3184(8), to find the Proposed Plan "not in compliance" with the Act;

WHEREAS, pursuant to Florida Statutes Section 163.3184(10), a formal administrative proceeding challenging the Proposed Plan was initiated by the Department on July 11, 2006 (the "Pending Action");

WHEREAS, on July 18, 2006, CNL filed a Petition to Intervene in the Pending Action challenging the consistency of the Proposed Plan with the Act, which was granted by the Administrative Law Judge ("ALJ");

WHEREAS, multiple other parties sought intervention status in the Pending Action, which were also granted by the ALJ;

WHEREAS, on February 9, 2007, a Stipulated Settlement Agreement was executed between the Department and the City, which included certain remedial amendments to the Proposed Plan;

WHEREAS, the City adopted the remedial amendments set forth in the Stipulated Settlement Agreement, and on March 7, 2007, the Department issued its cumulative NOI to find both the Proposed Plan and the remedial amendments "in compliance," and requested realignment of the parties in the Pending Action;

WHEREAS, the ALJ re-aligned the parties in the Pending Action and CNL filed an Amended Petition (the "Amended Petition") on March 27, 2007 reasserting its allegations that the City had not considered CNL's private property rights when adopting the Proposed Plan and that the Proposed Plan does not discourage the proliferation of urban sprawl;

WHEREAS, the City and the Department dispute the allegations of the Amended Petition regarding the Proposed Plan;

WHEREAS, the Parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve this proceeding under the terms set forth herein, and agree it is in their respective mutual best interests to agree to enter this Agreement to resolve the issues raised in the Amended Petition;

WHEREAS, the City has agreed to approve this Agreement and certain amendments as defined herein at a public hearing before the City Council; and

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinbelow set forth, and in consideration of the benefits to accrue to each of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this Agreement, the following words and phrases shall have the following meanings:

a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.

b. Agreement: This Stipulated Settlement Agreement.

c. Proposed Plan: Comprehensive Plan adopted by the City on April 26, 2006, pursuant to Ordinance No. 2005-16, which amended the Interim Doral Comprehensive Plan.

d. Interim Doral Comprehensive Plan: The Miami-Dade CDMP as it existed on the City's date of incorporation and which the City subsequently amended from time to time subsequent to incorporation.

e. DOAH: The Florida Division of Administrative Hearings.

f. In compliance or into compliance: The meaning set forth in Florida Statutes Section 163.3184(1)(b).

g. NOI: A notice of intent issued by the Department pursuant to the terms of the Act finding a particular amendment to a comprehensive plan as either in compliance or not in compliance with said Act.

h. Amended Petition: The amended petition for administrative hearing and relief filed by CNL in this case.

i. Plan Amendments: Amendments to the Future Land Use Element and the FLUM, the need for which are identified in this Agreement, and which the City intends to adopt to implement this Agreement. Plan Amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified herein or be otherwise acceptable to the Department.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act, to enter agreements as provided in Florida Statutes Section 163.3184(16), and to determine whether the Plan Amendments are in compliance.

3. Negotiation of Agreement. The Department has issued a cumulative NOI to find the Proposed Plan in compliance, notwithstanding CNL's allegations in the Amended Petition challenging the consistency of the Proposed Plan. Subsequent to the filing of the Amended

Petition, the Parties conferred and agreed to resolve the issues in the Amended Petition through this Agreement. It is the intent of this Agreement to resolve fully all issues between the Parties in the Pending Action.

4. Effective Proposed Plan. Upon approval of this Agreement and the Plan Amendments at a public hearing before the City Council as provided for herein, the City may adopt an ordinance at that same public hearing in accordance with the Laws of Florida amending Ordinance 2005-16 and providing that the City's Proposed Plan shall be immediately effective with the exception of those provisions constituting the Plan Amendments. Notwithstanding the effective date of the Proposed Plan, the Plan Amendments together with the Proposed Plan shall constitute a complete amendment to the Interim Doral Comprehensive Plan for the purpose of this Agreement and any proceeding in this matter.

5. Description of Plan Amendments. Exhibit "B" to this Agreement specifically identifies the Plan Amendments needed for resolution of the issues in this matter, and is incorporated herein by reference. The data and analysis relevant to the Plan Amendments is attached as Exhibit "C". The Plan Amendments include the following: (a) amend the FLUM for the portion of the Property identified as the "White Parcel" to Downtown Mixed Use ("DMU"); (b) amend the FLUM for the portion of the Property identified as the "Resort Parcel" to Community Mixed Use ("CMU"); (c) amend the FLUM for the portion of the Property identified as the "Range View Parcel" to Private Parks and Open Space ("PPOS"); (d) amend the text of the DMU land use category on page I-4 of the Proposed Plan to address vertical and horizontal mixed-use development; (e) amend the FLUM for the portion of the Property identified as the "White Parcel" and the "Resort Parcel" to depict such areas as part of the Urban Central Business District; and (f) amend the text of the "Urban Central Business District

("UCBD")" in Policy 1.1.1 on page I-10 of the Proposed Plan to encompass the "White Parcel" and the "Resort Parcel."

6. Conceptual Site Design. The Future Land Use Element of the Proposed Plan states that a conceptual site design and community connectivity plan must accompany all DMU project land use applications. In accordance with that provision, an "Illustrative Master Plan" of the "White Parcel" to be designated DMU under this Agreement is attached as Exhibit "D" and incorporated herein by reference. With the approval of the Plan Amendments, the City hereby accepts the "Illustrative Master Plan" as a general intent and massing analysis for the "White Parcel." Further, the City agrees that the proposed uses, densities, building height and intensities are consistent with the DMU land use category under the Proposed Plan.

7. Approval of Agreement and Adoption of Plan Amendments. The City agrees to approve this Agreement and consider for adoption the Plan Amendments described in Exhibit "B," at a single duly noticed public hearing before the City Council, on or before June 30, 2010. Within 10 days after the approval of the Agreement and adoption of the Plan Amendments, the Parties shall execute and file this Agreement and transmit the Plan Amendments to the Department and the Department shall review the amendments and issue a cumulative notice of intent in accordance with Florida Statutes Section 163.3184(16)(d) and (e).

8. Stay of Pending Action. This Agreement shall be filed with DOAH by the Department after execution by the Parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the ALJ in accordance with Section 163.3184(16)(b), Florida Statutes.

9. Acknowledgment. The Parties acknowledge that the "based upon" provisions in Section 163.3184(8), Florida Statutes, do not apply to the Plan Amendments.

10. Department Review of Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Plan Amendments, the Department shall issue an NOI pursuant to Florida Statutes Section 163.3184(8)(b).

a. In Compliance: If (a) the Department issues an NOI to find the Plan Amendments "in compliance," and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Department shall file this NOI with DOAH and the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department, as described in paragraph 12 of this Agreement.

b. Not in Compliance: If the Department issues an NOI to find the Plan Amendments not "in compliance," then CNL reserves the right to proceed to a final hearing before the ALJ. Such final hearing shall be limited to only those issues that CNL has raised in the Amended Petition.

11. Effect of Amendment. Adoption of the Plan Amendments shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Florida Statutes Section 163.3187(1).

12. Dismissal. If (a) the Department issues an NOI to find the Plan Amendments "in compliance," and (b) the twenty-one (21) day appeal period expires with no appeal being filed, then the Parties shall file with the ALJ a request to relinquish jurisdiction to the Department. The Department shall then enter a final order finding that the Proposed Plan is "in compliance" with the Act and in accordance with Florida Statutes Section 163.3184(9). The Department shall also enter a final order of dismissal of the Pending Action.

13. Purpose of this Agreement: Not Establishing Precedent. The Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and

unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Proposed Plan. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

14. Approval by Governing Body. This Agreement has been approved by the City Council at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the City's charter or other regulations.

15. Changes in Law. Nothing in this Agreement shall be construed to relieve the Parties from adhering to the law, and in the event of a change in any statute or administrative regulation inconsistent with this Agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

16. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

17. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the Pending Action and this Agreement.

18. Effective Date. This Agreement shall become effective immediately upon execution by CNL, the Department and the City. Intervenors also may execute and join in this Agreement.

19. Retention of Right to Final Hearing. The Parties hereby retain the right to have a final hearing in the Pending Action if one of the following events has occurred: (a) the City Council fails to adopt the Plan Amendments as required by this Agreement; (b) the Department issues a NOI to find the Plan Amendments not "in compliance"; or (c) either Party's breach of this Agreement. Nothing in this Agreement shall be deemed a waiver of such right. The final hearing shall be limited to only those issues that CNL has raised in the Amended Petition and nothing in this Agreement shall be deemed as permitting the consideration of any other issues. Any of the Parties to this Agreement may also have this matter set for hearing if it becomes apparent, in the sole discretion of such party, that any other party whose action is required by this Agreement is not proceeding in good faith to take that action. If a party sets this Pending Action for a final hearing, then this Agreement shall be rendered null and void and the Parties shall be relieved of any further obligation to perform pursuant to the terms herein.

20. Construction of Agreement. All Parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the Parties agree that such ambiguity shall be construed without regard to which of the Parties drafted the provision in question.

21. Entire Agreement. This is the entire agreement between the Parties as to all claims raised in the above-styled proceeding and no verbal or written assurance or promise is effective or binding unless included in this document.

22. Governmental Discretion Unaffected. This Agreement is not intended to bind the City in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

23. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

24. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

In witness whereof, the Parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____
Charles Gauthier, AICP, Director
Division of Community Planning

Approved as to form and legality:

Date: _____, 2010.

Richard E. Shine
Assistant General Counsel

CNL RESORT HOTEL, L.P.

By: CNL Resort SPE GP, LLC, its sole General Partner

By: _____

Date: _____, 2010.

THE CITY OF DORAL

Approved as to form and legality:

By:

Juan Carlos Bermudez
Mayor

Jimmy Morales
City of Doral Attorney

Date: _____, 2010.

Exhibit "A"

PARCEL I:

Tract 1, LESS the North 40 feet thereof, and Tracts 2, 3, 4, 5, 6, Tract 7 LESS the East 40 feet thereof, and Tracts 8, 9, 10, 11, 12, 13, 14, 15 and Tract 16 LESS the North 269.93 feet of the West 806.48 feet and LESS the North 45 feet of the East of the West 806.48 feet thereof, and Tracts 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 33, 35, 36, 37, 38, 39, 40, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 and 64 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1, in Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 2, Page 17 of the Public Records of Miami-Dade County, Florida and all of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida.

LESS a portion of Tracts 22, 23, 24, 33, 34, and 35 being more particularly described as follows:

A portion of Tracts 22, 23, 24, 33, 34 and 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION of Section 21, 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; (said Tract 34 being also Tract C of DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79, of the Public Records of Miami-Dade County, Florida), said parcel being more particularly described as follows:

Beginning at the northwest corner of said Tract 33; thence North $00^{\circ} 00' 38''$ East along the West line of said Tracts 24 and 23 for 512.24 feet; thence North $25^{\circ} 00' 38''$ East, for 295.00 feet; thence South $88^{\circ} 41' 47''$ East along a line parallel with the South line of said Tract 23, for 140.00 feet; thence South $20^{\circ} 48' 13''$ West for 195 feet; thence South $09^{\circ} 41' 47''$ East for 222.33 feet; thence South $88^{\circ} 41' 47''$ East along a line parallel with the South line of said Tract 23 for 478.81 feet; thence South $00^{\circ} 05' 12''$ West for 610.35 feet; thence North $88^{\circ} 41' 21''$ West along a line parallel with the South line of said Tract 33 for 450.12 feet; thence South $0^{\circ} 05' 01''$ East for 165.12 feet; thence South $44^{\circ} 23' 10''$ East for 85.88 feet; thence South $88^{\circ} 41' 06''$ East for 340.10 feet; thence South $00^{\circ} 05' 01''$ East along the East line of the West Half of said Tracts 34 and 35 for 245.00 feet; thence North $88^{\circ} 41' 06''$ West along a line parallel with and 40 feet South of as measured at right angles to the North line of said Tract 35 for 579.56 feet to a point (said Point bears North $73^{\circ} 14' 21''$ West from the radius point of the next described curve); thence Northeasterly along a circular curve to the right having a radius of 56 feet and a central angle of $48^{\circ} 03' 16''$ for an arc distance of 46.96 feet to a point of reverse curvature; thence Northeasterly, Northerly, Northwesterly, Westerly and Southwesterly along a circular curve to the left having a radius of 76.00 feet and a central angle of $195^{\circ} 46' 28''$ for an arc distance of 259.68 feet to a point of reverse curvature; thence Southwesterly along a circular curve to the right having a radius of 82.52 feet and a central angle of $22^{\circ} 43' 52''$ for an arc distance of 32.74 feet to a point (said point bears South $18^{\circ} 13' 41''$ East from the radius point of the last described curve); thence North $00^{\circ} 08' 22''$ West along the West line of said Tracts 33 and 34 for 557.37 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

And also LESS a portion of Tract 56 and 57 which has been re-platted and is now known as DORAL ESTATES SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL II:

The Southeast Quarter of the Southwest Quarter and the Southwest Quarter of the Southeast Quarter and the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LBSS

- a) East Half of the Southwest Quarter of the Southeast Quarter LESS the South 75 feet thereof, and
- b) East 35 feet of the South 75 feet of the East Half of the Southwest Quarter of the Southeast Quarter in Section 22, Township 53 South, Range 40 East.

Subject to the dedication of the South 80 feet of the Southwest Quarter of the Southwest Quarter of Section 22, Township 53 South, Range 40 East.

LESS AND EXCEPT that part conveyed to Marriott Ownership Resort, Inc., a Delaware corporation by that certain Special Warranty Deed recorded in Official Records Book 18686, Page 3786, described as follows:

A parcel of land lying in the Southwest Quarter of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commence at the Southwest corner of said Section 22; thence run North along the West line of the Southwest Quarter of said Section 22 and along the centerline of NW 87th Avenue as shown on the Plat of DORAL right-of-way, Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right-of-way line of said NW 87th Avenue and the Point of Beginning of the following described parcel of land; thence run North along said Easterly right-of-way line of NW 87th Avenue for a distance of 200.95 feet to the point of curvature of circular curve to the right having a radius of 1869.86 feet; thence run Northeasterly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet through a central angle of $05^{\circ} 37' 30''$ to the point of tangency; thence run North $05^{\circ} 37' 30''$ East along said East right-of-way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1949.86 feet; thence run Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $09^{\circ} 36' 22''$ to a point; thence run North $87^{\circ} 45' 32''$ East for a distance of 134.24 feet to a point; thence run South $53^{\circ} 14' 24''$ East for a distance of 200.00 feet to a point; thence run South $01^{\circ} 45' 36''$ West for a distance of 665.00 feet to a point; thence run South $88^{\circ} 14' 24''$ East for a distance of 630.00 feet to a point; thence run North $01^{\circ} 45' 36''$ East for a distance of 239.29 feet to a point; thence run North $78^{\circ} 45' 36''$ East for a distance of 75.00 feet to a point; thence run South $11^{\circ} 14' 24''$ East for a distance of 540.00 feet to a point on the North right-of-way line of NW 41st Street; thence run North $88^{\circ} 14' 24''$ West along the North right-of-way line of NW 41st Street and along the line parallel to and 80.00 feet North of the South line of the Southwest Quarter of said Section 22, for a distance of 1109.20 feet to the point of curvature of a circular curve to the right having a radius of 25.00 feet; thence run Northwesterly along the East right-of-way line of the aforementioned NW 87th Avenue and along the arc of said curve for a distance of 38.50 feet through a central angle of $88^{\circ} 14' 24''$ to the point of tangency and the Point of Beginning.

PARCEL III:

The South Half of the Northwest Quarter of the Southwest Quarter and the South Half of the Northeast Quarter of the Southwest Quarter and the South Half of the Northwest Quarter of the Southeast Quarter, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS, the Southeast Quarter of the Northwest Quarter of the Southeast Quarter of Section 22, Township 53 South, Range 40 East.

PARCEL IV:

A portion of the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 28, thence North $88^{\circ} 53' 45''$ West along the North line of the Northeast Quarter of said Section 28 for 105.55 feet to the Point of Beginning of the parcel of land hereinafter described; thence continue North $88^{\circ} 53' 45''$ West along the last described course for 2535.02 feet to the Northwest corner of the Northeast Quarter of said Section 28; thence South $00^{\circ} 10' 28''$ East along the west line of the Northeast Quarter of said Section 28 for 127.10 feet; thence South $79^{\circ} 27' 39''$ East along the North right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida, for 1885.85 feet to a point of curvature; thence Northeasterly along a circular curve to the left having a radius of 400 feet and a central angle of $54^{\circ} 30' 12''$ for an arc distance of 380.51 feet to a point of tangency; thence North $46^{\circ} 01' 49''$ East, along a line parallel with and 50.00 feet Northwesterly of, as measured at

right angles to the North right-of-way line of DRESSEL DAIRY CANAL, as recorded in Official Records Book 5176, Page 40 of the Public Records of Miami-Dade County, Florida, for 457.49 feet to the Point of Beginning.

LESS a portion thereof which has been re-platted and is now known as DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL V:

A portion of the Northeast Quarter of Section 20, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Section 20; thence South 00° 00' 33" East, along the East line of the Northeast Quarter of said Section 20, for 469.99 feet to the Point of Beginning of the following described parcel of land; thence South 89° 51' 15" West for 113.54 feet; thence South 36° 18' 02" West for 253.03 feet; thence South 29° 17' 02" West for 445.92 feet; thence West for 183.30 feet; thence South 76° 21' 09" West for 181.98 feet; thence North 86° 25' 08" West for 179.12 feet; thence South 75° 37' 46" West for 249.93 feet; thence South 68° 48' 51" West for 726.12 feet; thence North 56° 00' 00" West for 211.35 feet; thence South 67° 09' 31" West for 274.18 feet to a point on the next described curve (said point bears South 61° 34' 43" West from its radius point); thence Northwesterly along a circular curve to the right having a radius of 1866.86 feet and a central angle of 09° 03' 50" for an arc distance of 295.33 feet; thence North 70° 38' 33" East, radial to the last described curve for 307.00 feet; thence North for 410.00 feet; thence North 42° 58' 52" East for 142.81 feet; thence North 07° 00' 00" West for 360.00 feet; thence South 78° 30' 00" East for 260.00 feet; thence South 86° 58' 34" East for 1296.21 feet; thence North 76° 30' 00" East for 125.00 feet; thence East for 175.00 feet; thence South 69° 00' 00" East for 260.30 feet; thence North 89° 51' 15" East for 55 feet to the East line of the Northeast Quarter of said section 20; thence South 00° 00' 33" East along the East line of the Northeast Quarter of said Section 20, for 121.53 feet to the Point of Beginning

PARCEL VI:

The West Half of Tract 18, Tracts 30, 31, 47, and 48 in Section 21, Township 53 South, Range 40 East, according to the Plat of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO.1, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida.

PARCEL VII:

Tract "A", DORAL PLAZA, according to the Plat thereof, as recorded in Plat Book 123, Page 19, of the Public Records of Miami-Dade County, Florida.

PARCEL VIII:

A portion of the Northwest Quarter of Section 28, Township 53 South, Range 40 East being more particularly described as follows:

Beginning at the Northeast corner of the Northwest Quarter of said Section 28 and run South 00° 10' 28" East, along the East line of said Northwest Quarter for 127.10 feet; thence run North 79° 27' 59" West along the Northerly right-of-way line of N.W. 36th Street, as recorded in Official Records Book 7646, Page 122 of the Public Records of Miami-Dade County, Florida for 778.31 feet; thence run South 88° 51' 45" East along the North line of the Northwest Quarter of said Section 28 for 764.96 feet to the Point of Beginning, lying and being in Miami-Dade County, Florida.

PARCEL IX:

Tract "A" of DORAL RIGHT OF WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93, of the Public Records of Miami-Dade County, Florida.

PARCEL X:

DORAL FITNESS SPA, according to the Plat thereof, as recorded in Plat Book 127, Page 54, of the Public Records of Miami-Dade County, Florida.

PARCEL XI:

A Tract of land lying in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being a part of Tract "B" of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, and being more particularly described as follows:

Beginning at the most Southeasterly corner of said Tract B, DORAL ESTATES; thence North $88^{\circ} 41' 06''$ West, along the South line of said Tract B, a distance of 252.97 feet; thence North $11^{\circ} 26' 27''$ West a distance of 278.00 feet to a point on the Northerly line of said Tract B, said point also being on the Southerly line of Lot 4, Block 1, DORAL ESTATES; thence along said line South $85^{\circ} 21' 52''$ East, a distance of 26.02 feet; thence South $11^{\circ} 26' 27''$ East, along the Westerly line of Lot 3, Block 1, DORAL ESTATES, and Lots 2-A and 1-A, Block 1, of THE AMENDED PLAT OF A PORTION OF DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 125, Page 20, a distance of 214.93 feet to the Southwest corner of said Lot 1-A; thence South $88^{\circ} 41' 06''$ East, along the Southerly line of said Lot 1-A and Tract F, a distance of 239.40 feet to a point on the East line of said Tract B, said point also being the Southeast corner of Tract F of said AMENDED PLAT; thence South $00^{\circ} 08' 22''$ East along said Easterly line of Tract B a distance of 60.02 feet to the Point of Beginning.

PARCEL XII:

A tract of land lying in the Northeast Quarter of Section 28, Township 53 South, Range 40 East, Miami-Dade County, Florida, and being more particularly described as follows:

Commencing at the Northeast corner of said Section 28; thence North $88^{\circ} 53' 45''$ West along the North line of said Section 28 a distance of 34.93 feet to the point of intersection of the Westerly line of the Canal Right-of-Way established by the document recorded in Official Records Book 5176, Page 40, Miami-Dade County, Florida and the North line of said Section 28, said point also being the Point of Beginning of herein described parcel; thence South $46^{\circ} 01' 49''$ West, along said Westerly line of the Canal Right-of-Way, a distance of 677.73 feet to the point of intersection of said Westerly line and the Northerly Right-of-way line for N.W. 36th Street Extension (aka Doral Boulevard) as established by the document recorded in Official Records Book 7646, Page 122, Miami-Dade County, Florida; thence with said Northerly Right-of-way line, North $79^{\circ} 27' 59''$ West, a distance of 267.45 feet; thence Easterly and Northeasterly on a curve to the left having a radius of 400.00 feet, a central angle of $54^{\circ} 30' 12''$, and an arc distance of 380.51 feet to a point of tangency; thence North $46^{\circ} 01' 49''$ East, parallel with said 50 feet Northwesterly, as measured at right angles, the aforementioned Westerly line of the Canal Right-of-Way, a distance of 457.49 feet to a point on the North line of said Section 28; thence South $88^{\circ} 53' 45''$ East, along said North line a distance of 70.62 feet to the Point of Beginning.

PARCEL XIII:

A tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract C of DORAL ESTATES, as shown on the Plat thereof, as recorded in Plat Book 113, Page 79, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Northeast corner of Lot 4, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence North $73^{\circ} 24' 13''$ West, along a Northerly line of said Plat, a distance of 151.71 feet to the most Northerly Northeast corner of Lot 1, Block 3 of said Plat; thence south $88^{\circ} 41' 06''$ East a distance of 145.37 feet; thence South $00^{\circ} 05' 01''$ East a distance of 40.00 feet to the Point of Beginning.

AND

A Tract of land lying within Section 21, Township 53 South, Range 40 East, and being a part of Tract 35, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION, as shown on the Plat thereof, as recorded in Plat Book 2, Page 17, Miami-Dade County, Florida, and being more particularly described as follows:

Beginning at the most Easterly Southeast corner of Lot 1, Block 2, DORAL COLONY PHASE 1, as shown on the Plat thereof, as recorded in Plat Book 120, Page 34, Miami-Dade County, Florida; thence South $00^{\circ} 05' 01''$ East a distance of 33.00 feet; thence North $88^{\circ} 41' 06''$ West, a distance of 173.55 feet to a point on the Southerly line of Lot 9, Block 1, of said Plat; thence with a Southerly line of said Plat, North $80^{\circ} 30' 11''$ East a distance of 175.87 feet to the Point of Beginning.

All of the foregoing parcels are LESS AND EXCEPT the following described lands:

A) A portion of Tracts 21, 22, 25, 26, 27, 28, 29, 30, 47 and 48, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION of Section 21, 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, being more particularly described as follows:

Commencing at the Northwest corner of said Section 21; thence South $00^{\circ} 00' 33''$ East along the West line of said Section 21 for 660.33 feet to the Northwest corner of said Tract 30; thence South $36^{\circ} 00' 00''$ East for 493.05 feet to the Point of Beginning; thence North $46^{\circ} 07' 24''$ East for 100.82 feet; thence North $89^{\circ} 28' 10''$ East for 70.00 feet; thence North $51^{\circ} 57' 48''$ East for 138.66 feet; thence South $69^{\circ} 32' 12''$ East for 235.64 feet; thence North $89^{\circ} 28' 40''$ East for 90 feet; thence South $58^{\circ} 33' 35''$ East for 363.37 feet; thence South $38^{\circ} 39' 35''$ East for 160.08 feet; thence South $11^{\circ} 51' 35''$ East for 204.36 feet; thence South $22^{\circ} 32' 18''$ East for 216.54 feet; thence South $42^{\circ} 34' 50''$ West for 251.25 feet; thence South $26^{\circ} 33' 54''$ West for 480.75 feet; thence South $15^{\circ} 02' 47''$ East for 481.51 feet; thence South $35^{\circ} 32' 16''$ East for 86.02 feet; thence South $11^{\circ} 26' 27''$ East for 429.38 feet; thence South $88^{\circ} 41' 06''$ East, along a line parallel with and 60.00 feet North of as measured at right angles to the South line of said Tract 47 for 59.97 feet; thence South $00^{\circ} 08' 22''$ East along the East line of said Tract 47 for 60.02 feet to the Southeast corner of said Tract 47; thence North $88^{\circ} 41' 06''$ West along the south line of said Tract 47 for 252.97 feet; thence North $11^{\circ} 26' 27''$ West for 278.00 feet; thence North $85^{\circ} 21' 52''$ West for 172.79 feet; thence South $75^{\circ} 44' 08''$ West for 34.38 feet; thence North $68^{\circ} 11' 55''$ West for 161.55 feet; thence due North for 215.00 feet; thence North $45^{\circ} 00' 0''$ East for 134.35 feet; thence North $26^{\circ} 55' 40''$ West for 706.61 feet; thence North $34^{\circ} 26' 17''$ East for 247.73 feet; thence North $00^{\circ} 00' 33''$ West for 605.68 feet; thence North $45^{\circ} 00' 00''$ West for 106.07 feet; thence North $02^{\circ} 29' 22''$ West for 115.11 feet; thence North $46^{\circ} 07' 24''$ East for 79.53 feet to the Point of Beginning.

B) That portion of Tract 1 of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21, Township 53 South, Range 40 East, Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 2, Page 17, of the Public Records of Miami-Dade County, Florida, that lies within the external area formed by a 25.00 foot radius arc concave to the Southwest tangent to the South line of the North 40.00 feet of the Northeast Quarter of said Section 21 and tangent to the West line of East 40 feet of the Northeast Quarter of said Section 21.

C) That portion of Tract 56 of said FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 in Section 21 being more particularly described as follows:

Commencing at the Southeast corner of the Southeast Quarter of said Section 21; thence run North $01^{\circ} 40' 13''$ West along the East line of the Southeast Quarter of said Section 21 for a distance of 188.52 feet; thence run South $88^{\circ} 19' 47''$ West at right angles to the last described course and radial to the next described circular curve concave to the Northwest for a distance of 40.00 feet to a point on the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 and to the point of curvature of said circular curve concave to the Northwest said point of curvature being the Point of Beginning of the herein described parcel; thence run Southeasterly to the Northwesterly along the arc of said circular curve concave to the Northwest having a radius of 25.00 feet, through a central angle of $144^{\circ} 57' 58''$ for an arc distance of 63.25 feet; thence run South $53^{\circ} 17' 45''$ West, radially to the last described curve for a distance of 60.00 feet; thence run South $36^{\circ} 42' 15''$ East, at right angles of the last described course for a distance of 107.58 feet to a point on the North line of the South 50.00 feet of the Southeast Quarter of said Section 21; thence run North $89^{\circ} 36' 40''$ East along the North line of the South 50.00 feet of the Southeast Quarter of said Section 21 for a distance of 7.29 feet to the point of curvature of a circular curve to the left; thence run Northeasterly to

Northwesterly along the arc of said circular curve to the left, having a radius of 25.00 feet; through a central angle of $91^{\circ} 16' 43''$ for an arc distance of 39.83 feet to a point of tangency with the West line of the East 40.00 feet of the Southeast Quarter of said Section 21; thence run North $01^{\circ} 40' 13''$ West along the West line of the East 40.00 feet of the Southeast Quarter of said Section 21 for a distance of 112.05 feet to the Point of Beginning.

D) A portion of Tract 47, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, Township 53 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book ____, Page 17, of the Public Records of Miami-Dade County, Florida, being more particularly described as follows:

Commencing at the Northeast corner of said Tract 47; thence South $00^{\circ} 08' 22''$ East, along the East line of said Tract 47 for 160.91 feet to the Northwest corner of DORAL COLONY PHASE 1, according to the Plat thereof, as recorded in Plat Book 120, Page 34 of the Public Records of Miami-Dade County, Florida, and the Point of Beginning of the following described parcel of land; thence South $89^{\circ} 51' 38''$ West for 33.26 feet to the point of curvature of a circular curve to the right; thence Westerly and Northwesterly, along the arc of said curve having a radius of 65.00 feet and a central angle of $56^{\circ} 04' 45''$ for 63.62 feet to a non-tangent point; thence South $11^{\circ} 26' 27''$ East, along the Easterly boundary line of the N.W. 94th Doral Place as shown on the Plat of DORAL ESTATES, recorded in Plat Book 113, Page 79 of the Public Records of Miami-Dade County, Florida for 84.43 feet to a point on a circular curve bearing South $43^{\circ} 47' 14''$ West from the radius point; thence Southeasterly along the arc of a circular curve to the left, having a radius of 56.00 feet and a central angle $30^{\circ} 27' 14''$ for 29.76 feet to a point of compound curvature; thence Southeasterly, Easterly and Northeasterly, along the arc of a circular curve to the left having a radius of 82.52 feet and a central angle of $31^{\circ} 33' 41''$ for 45.46 feet (the last three described courses being coincident in part with the boundary of said plat of DORAL ESTATES); thence North $00^{\circ} 08' 22''$ West, along the East line of said Tract 47, (being also the West boundary of said plat of DORAL COLONY), for 66.39 feet to the Point of Beginning.

E) A portion of Tract 38, 39, 40, 58, 59, 60 and 61 and a portion of N.W. 92nd Avenue, FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 of Section 21, 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, being more particularly described as follows:

Commencing at a point on the West line of Tract D, DORAL ESTATES, according to the Plat thereof, as recorded in Plat Book 113, Page 79 of the Public Record of Miami-Dade County, Florida said point being the Southeast corner of Tract 47 of said Plat of FLORIDA FRUIT LAND COMPANY'S SUBDIVISION NO. 1 as shown on the Plat of DORAL ESTATES; thence South $00^{\circ} 08' 22''$ East along the west line of said Tract D for 1220.52 feet; thence South $61^{\circ} 29' 59''$ East for 419.90 feet to the Point of Beginning of the following described parcel of land; thence North $20^{\circ} 30' 05''$ East for 345.00 feet; thence South $45^{\circ} 53' 36''$ East for 496.96 feet; thence South $80^{\circ} 38' 52''$ East for 128.29 feet; thence North $48^{\circ} 00' 23''$ East for 85.53 feet; thence North $06^{\circ} 00' 31''$ East for 110.31 feet; thence North $46^{\circ} 32' 23''$ East for 100.00 feet to the point of curvature of a circular curve to the right; thence Northeasterly along the arc of said curve having a radius of 165.00 feet and a central angle of $32^{\circ} 58' 57''$ for 94.98 feet to a point of reverse curvature; thence Northeasterly along the arc of a circular curve to the left having a radius of 185.00 feet a central angle of $74^{\circ} 10' 14''$ for 239.49 feet to a point of tangency; thence North $05^{\circ} 21' 07''$ East for 552.83 feet; thence South $84^{\circ} 38' 53''$ East for 165.00 feet; thence South $25^{\circ} 46' 23''$ East for 345.17 feet; thence South $49^{\circ} 35' 18''$ West for 116.77 feet; thence South $07^{\circ} 25' 57''$ West for 168.58 feet; thence South $33^{\circ} 33' 17''$ East, radial to the next described curve for 233.83 feet; thence Southwesterly, Southerly and Southeasterly along said circular curve being concave Easterly and having a radius of 42.00 feet and a central angle of $90^{\circ} 00' 00''$ for an arc distance of 65.97 feet to a point of tangency; thence South $33^{\circ} 33' 17''$ East for 21.32 feet; thence South $60^{\circ} 41' 31''$ West for 865.08 feet; thence North $89^{\circ} 28' 15''$ West for 65.93 feet to a point on a circular curve whose radius point bears South $38^{\circ} 57' 55''$ west from this last described point; thence Northwesterly along the arc of a circular curve to the left having a radius of 750.00 feet and a central angle of $10^{\circ} 27' 54''$ for 136.99 feet to a point of tangency; thence North $61^{\circ} 29' 59''$ West for 96.79 feet to the Point of Beginning.

PARCEL XIV:

- a) The right to construct, maintain and relocate golf cart pathways within Tracts A, B, C, D and E of DORAL COLONY PHASE 1, as reserved in the Plat recorded in Plat Book 120, Page 34, of the Public Records of Miami-Dade County, Florida;
- b) The right of construct, maintain and relocate golf cart pathways within Tracts F and I of DORAL COLONY PHASE 2, as reserved in the Plat recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- c) The right to maintain and use the lake as a golf course hazard and feature, as reserved on the plat of DORAL COLONY PHASE 2, as recorded in Plat Book 126, Page 55, of the Public Records of Miami-Dade County, Florida;
- d) The right to construct, maintain and relocate golf cart pathways within Tracts J, K, L, and M of DORAL COLONY PHASE 3, as reserved in the Plat recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- e) The right to maintain and use Tract M and the lake as golf course hazards and features, as shown on the Plat of DORAL COLONY PHASE 3 as recorded in Plat Book 128, Page 15, of the Public Records of Miami-Dade County, Florida;
- f) The right to construct maintain and relocate golf cart pathways within Tracts A-1 and B-1 of DORAL ESTATES, as reserved in the Plat recorded in Plat Book 125, Page 20, of the Public Records of Miami-Dade County, Florida.

Exhibit "B"

The Plan Amendments and analysis required in support thereof, is as follows:

1. Amend the FLUM for the portion of the Property identified on the attached map as the "White Parcel" to Downtown Mixed Use ("DMU");
2. Amend the FLUM for the portion of the Property identified on the attached map as the "Resort Parcel" to Community Mixed Use ("CMU");
3. Amend the FLUM for the portion of the Property identified on the attached map as the "Range View Parcel" to Private Parks and Open Space ("PPOS");
4. Amend the text of the DMU land use category on page I-4 of the Proposed Plan to delete:
"Retail and commercial service businesses are required on the ground floor with office and residential uses above. However, hotels may develop on single-use parcels within a mixed-use setting."

and replace with the following:

- "The conceptual site design and community connectivity plans shall identify strategic locations where vertical mixed use shall occur to facilitate multimodal options. At these locations, retail/commercial service businesses shall be located on the ground floor with office/residential uses above. This shall not preclude horizontal mixed use development where the conceptual site design and community connectivity plans demonstrate that the functional arrangement of such uses achieves the purpose of the DMU category."
5. Amend the FLUM for the portions of the Property identified on the attached map as the White Parcel and the Resort Parcel to depict such areas as part of the Urban Central Business District;
 6. Amend the text of the "Urban Central Business District ("UCBD")" in Policy 1.1.1 on page I-10 of the Proposed Plan to include the portions of the Property identified herein as the White Parcel and the Resort Parcel and read as follows:

"The downtown core area roughly described as the 120-acre Beacon City Center site located east of NW 87th Avenue between NW 54th Street and NW 48th Street, the 50-acre Ryder Shoma site on Doral Boulevard west of NW 82nd Avenue, and the 200-acre Doral Resort site located east of NW 87th Avenue between NW 48th Street and NW 41st Street, and west of NW 82nd Avenue between NW 48th Street and Doral Boulevard, as depicted on the adopted FLUM, is hereby designated as "Urban Central Business District" pursuant to Chapter 28-24.014(10)(b)1, Florida Administrative Code."

Exhibit "C"

The aforesaid Plan Amendments are consistent with the intent of the Proposed Plan, which seeks to convert the oversupply of industrial to a more balanced allocation of land uses, including a sufficient supply of residential to establish a mixed use pattern within the DMU and CMU land use categories. The modified designations, when evaluated in conjunction with the Proposed Plan, would not exceed the development allocations authorized by the Interim Doral Comprehensive Plan.

The following tables demonstrate that the proposed changes to the above portions of the Property would eliminate the industrial allowed by the Interim Doral Comprehensive Plan, while maintaining comparable office allocations with retail allowed on the first floor. Residential allocations would increase to support a more viable, multi-modal downtown, but would still result in a City-wide reduction of nearly 24,000 units as compared to the Interim Doral Comprehensive Plan. The overall effect of the settlement proposal would be to further support the City's strategy of reducing residential allocations in the western sections of the City and clustering a reasonable allocation of those units within the downtown.

White Parcel Interim Doral Comprehensive Plan

Future Land Use Category	Acres	Density/Intensity Standard	Maximum Development Potential (SF/DU)
Industrial/Office	100	1.25 FAR	5,445,000
Medium Density Residential	30.12	25 DU/Acre	753

White Parcel - Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential (DU/SF)
DMU	130.12		
Residential Component (65%)	85.58	35 DU/Acre 14 floors	2,960
Commercial Component (35%)	45.54	14 floors	5,588,632

1. Mix of uses based on Policy 1.1.1, which defines the area-wide mix for the DMU and Policies 1.1.8, 1.1.9 and 1.1.11 which address the need for balanced land uses and the ability to support families within those areas of the City previously dominated by Industrial and Office. The 65/35 ratio implements policy direction of the Proposed Plan, while still providing regional scale commercial.

2. Maximum Density/Intensity = 25 DUA and 10 floors (base without bonuses). Bonuses allow up to 35 DUA and 14 floors, subject to achieving design and compatibility requirements.

3. Building area includes structured parking to achieve maximum development potential.

98

4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).

5. Floors 2-14 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other City business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the City's Business category, confirming that commercial has been maximized in the DMU for the purpose of this comparison.

DMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	2,960 D.U.	2.5 spaces/unit	7,400	2,590,000
Office	4,588,632 s.f.	1 space/300 s.f.	15295	5,353,404
Retail	850,000 s.f.	1 space/250 s.f.	3,400	1,190,000
Restaurants	150,000 s.f.	1 space/45 s.f. (customer area)	2,667	933,333
Total			28,762	10,066,737 s.f.

Resort Parcel - Interim Doral Comprehensive Plan

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Business/Office	48 acres	1.25	2,613,600

Resort Parcel - Plan Amendment

Future Land Use Category	Acres	Maximum Intensity/Density Standard (including optional bonuses)	Maximum Development Potential
CMU	48		
Residential Component (51%)	24.48	25 DU/Acre 10 floors 100% lot coverage	612
Commercial Component (49%)	23.52	10 floors 100% lot coverage	2,628,699

1. Commercial % maximized for comparison to maximum allowed by the Interim Doral Comprehensive Plan, Business land use category. Policy 1.1.1 requires a minimum of 51% residential.
2. Maximum Density/Intensity = 19 DUA and 8 Floors (base without bonuses). Bonuses allow up to 25 DUA and 10 floors, subject to achieving design and compatibility requirements.
3. Building area includes structured parking to maximize lot coverage.

4. 100% lot coverage achieved for the net buildable area after accounting for acreage devoted to public realm (Policy 1.1.1.) and common use areas including open space, internal streets/drives and stormwater retention areas (Policy 1.2.7).

5. Floors 2-10 are subject to design restrictions on massing (Policies 1.1.1 and 1.2.3). For comparison, other Doral business categories establish a maximum FAR of .5 for the first floor and .25 for floors 2-8. The DMU does not utilize FAR as a standard, but based on the application of the height, maximum buildable area lot coverage and design controls, the resulting FAR exceeds the maximum for the Doral Business category, confirming that commercial has been maximized in the CMU for the purpose of this comparison.

CMU Parking Allocations

Land Use	DU/SF	Parking Ratio	Required # of spaces	Parking Area (SF)
Residential	612	2.5 spaces/unit	1,530	535,500
Office	2,148,699	1 space/300 s.f.	7,162	2,506,815
Retail	400,000	1 space/250 s.f.	1,600	560,000
Restaurants	80,000	1 space/45 s.f. (customer area)	1,422	497,778
Total			11,714	4,100,093

Range View Parcel - Interim Doral Comprehensive Plan

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Industrial/Office	6.6 acres	1.25	359,370 s.f.

Range View Parcel - Plan Amendment

Future Land Use Category	Acres	FAR Standard	Maximum Development Potential
Private Parks and Open Space	6.6 acres	.25	71,874 s.f.

Summary Comparison of Interim Doral Comprehensive Plan and Plan Amendments

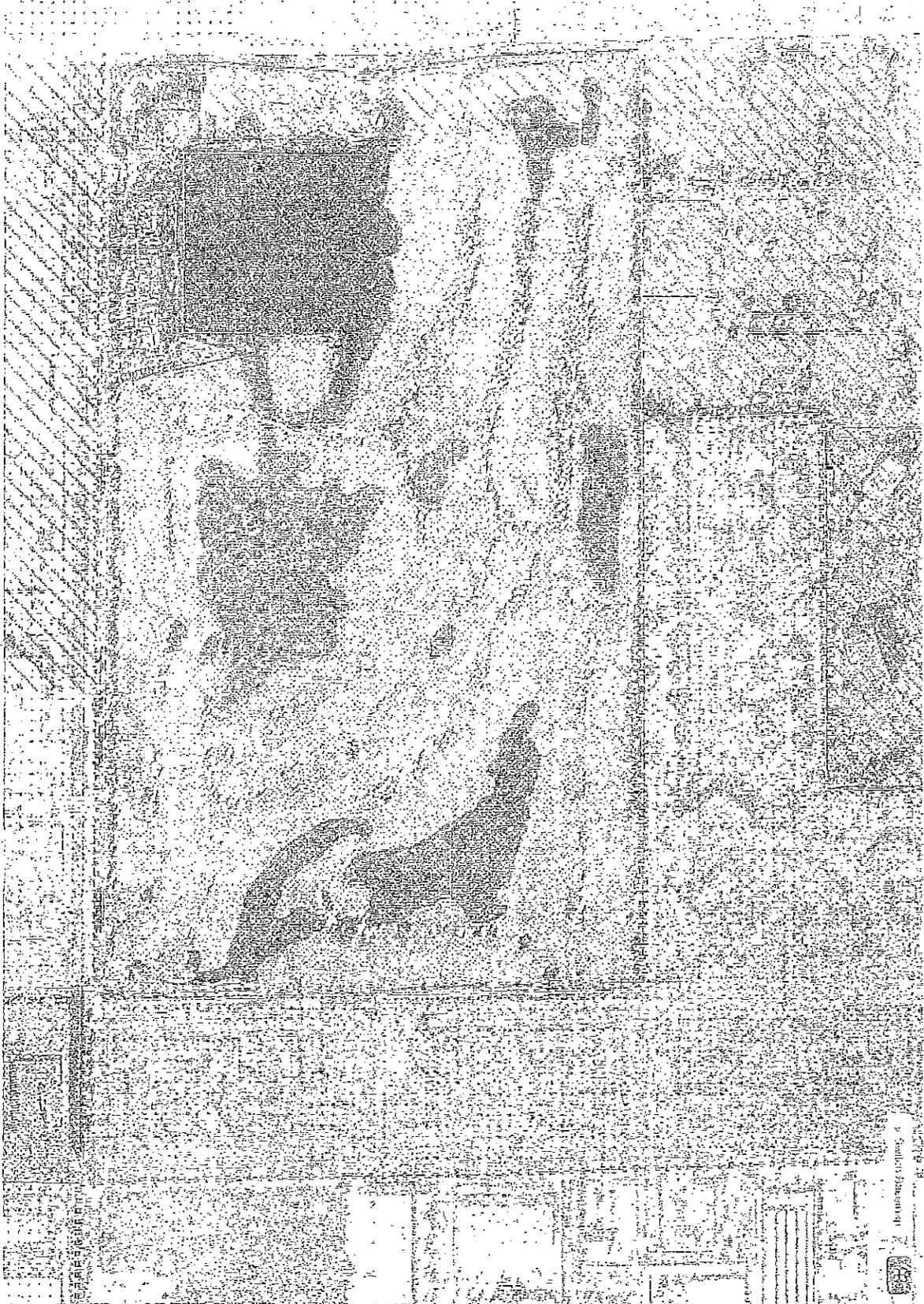
	Interim Doral Comprehensive Plan	Plan Amendments	Net Effect of Change	Overall Change Comparing Interim Doral Comprehensive Plan and Doral Comprehensive Plan as Amended by Plan Amendments
Dwelling Units	753	3,572	+2,819	-23,342
Commercial Square Feet	8,417,970	8,289,204	(128,766)	

1. The supporting analysis for the Proposed Plan (p. I-22) documents a reduction in potential dwelling units from the Interim Doral Comprehensive Plan of 26,161 dwelling units.

Exhibit "D"

EXHIBIT 9

FUTURE LAND USE



- Legend
- LandUse
 - luccbd
 - RAC
 - DMU_op_areas
 - DMU
 - DMU_op_areas
 - DMU Opportunity Area
 - LandUse
 - Business Office (BO)
 - Community Mixed Use (CMU)
 - Rural Design District
 - Downtown Mixed Use (DMU)
 - Environmentally Protected Parks (EPP)
 - Estate Density Residential (EDR)
 - Expressway Right of Way (EXPV)
 - High Density Residential (H-D/R)
 - Industrial (IND)
 - Institutional and Public Facility (INST)
 - Low Density Residential (L-D/R)
 - Medium Density Residential (M-D/R)
 - Moderate Density Residential (MDR)
 - Office (O)
 - Office Residential (OR)

EXHIBIT 10

STATEMENT OF ESTIMATED REGULATORY COSTS

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STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to form Downtown Doral South Community Development District ("District"). The District comprises approximately 130.14 gross acres of land located within the City of Doral (the "City"), Miami-Dade County (the "County"), and State of Florida (the "State"). The limitations on the scope of this SERC are explicitly set out in Section 190.002 (2) (d), Florida Statutes as follows:

"That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant."

§

1.2 Overview of the Downtown Doral South Community Development District

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the Downtown Doral South Community Development District. Downtown Doral South Community Development District will encompass approximately 130.14 gross acres.

The Development plan for the proposed lands within the District includes the construction of approximately 1,318 residential units consisting of single family homes, including cottages, courtyards and clusters, townhomes and condominiums. All units are authorized for inclusion within the District. A Community Development District ("CDD") is an independent unit of special purpose local government authorized by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers." Section 190.002 (1) (a), Florida Statutes.

A CDD is not a substitute for the local, general purpose, government unit, e.g., the county in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments, such as the Downtown Doral South CDD. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the CDD.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541 (2), a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly, is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; or is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency¹, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, and the cost of monitoring and reporting.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. (The City of Doral is not defined as a small city and Miami-Dade County is not defined as a small county for purposes of this requirement).

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

¹ For the purposes of this SERC, the term "agency" means the County and the term "rule" means the ordinance(s) which the County will enact in connection with the creation of the District.

2.0 Adverse impact on economic growth, business competitiveness or increased regulatory costs, in excess of \$1 million.

It is unlikely the creation of the District will meet any of the triggers in Section 120.541(2)(a). The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

As noted above, the Downtown Doral South Community Development District is a residential community designed for up to 1,318 residential units. Formation of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the Developer and any other landowner will also be under the jurisdiction of the District. It is not anticipated that anyone outside the District would be affected by the rule creating the District; although, the State, the County, and the City would be required to comply with the Rule.

4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state and local revenues.

4.1 Costs of Governmental Agencies of Implementing and Enforcing Rule

State Government Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed formation of the District. The District as proposed will encompass under 1,000 acres, therefore the County is the establishing entity under 190.005 (2), Florida Statutes and the Miami-Dade County Home Rule Charter. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the proposed District is required to file with the State and its various entities. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.412, Florida Statutes, the proposed District must pay an annual fee to the State of Florida Department of Community Affairs, which offsets such costs.

City of Doral and Miami-Dade County

The proposed land for the District is in the City of Doral, which is within Miami-Dade County, Florida. The City and the County and their staff may process and analyze the petition, conduct public hearings with respect to the petition, and vote upon the petition to establish the District. These activities will absorb some resources. The cost to produce the record of the County hearing, the transcript of the hearing, and the ordinance adopted by the County will be offset by the filing fee required under 190.005(1) (b), Florida Statutes.

These costs to the City and to the County are modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the petition. Fifth, potential costs are offset by the required filing fee. Finally, local governments routinely process similar petitions for land uses and zoning charges that are far more complex than is the petition to establish a community development district.

The annual costs to the City and/or County because of the establishment of the District are also minimal. The proposed District is an independent unit of local government. The only annual costs the City and County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City and County.

4.2 Impact on State and Local Revenues

Adoption of the proposed rule will have no negative impact on State and local revenues. The District is an independent unit of local government. It is designed to provide community facilities and services to serve the development. It has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State or any unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs are likely to be incurred by individuals and entities required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. The roadway improvements (onsite and offsite), stormwater management system, water distribution and wastewater collection systems (onsite and offsite), open space/landscaping improvements, recreational facilities and related incidental costs, as described in Table 1, will be funded by the District.

Table 1. Downtown Doral South Community Development District Proposed Facilities and Services

FACILITY	FUNDED BY	OWNERSHIP	O&M
Stormwater Management	CDD	CDD	CDD
Water Distribution and Wastewater Collection System (Onsite and Offsite)	CDD	MDCWSD	MDCWSD
Roadway Improvements(Onsite)	CDD	CDD	CDD
Roadway Improvements (Offsite)	CDD	City/MDC	City/MDC
Open Space/Landscaping	CDD	CDD	CDD
Recreational Facilities	CDD	CDD	CDD

Key: CDD=Downtown Doral South Community Development District, City=City of Doral, MDC=Miami-Dade County, MDCWSD =Miami-Dade County Water and Sewer Department
O&M=Operations and Maintenance

The petitioner has estimated the design and development costs for providing the capital facilities and outlined in Table 2. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$67,860,145. The District may issue special assessments or other revenue bonds to fund the development of these facilities. These bonds would be repaid through non-ad valorem assessments levied on all properties in the District that may benefit from the District's capital improvement program as outlined in Table 2.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through bond issuance. In addition, to the levy of non-ad valorem assessments for debt service, the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

Furthermore, to locate in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the numerous benefits and facilities that the District provides.

A CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed charges. The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, City or

County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits:

First, those property owners and businesses in the District will receive a higher level of public services and amenities sooner than would otherwise be the case.

Second, a District is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a District is the sole form of governance which allows District landowners, through landowner voting and ultimately electoral voting for resident elected boards, to determine the type, quality and expense of the District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

Table 2. Cost Estimate for District Facilities

Category	Cost
Stormwater Management	\$ 15,555,643
Water Distribution and Wastewater Collection System	
Onsite	\$ 3,871,238
Offsite	\$ 2,182,430
Roadway Improvements(Onsite)	\$ 36,332,966
Roadway Improvements (Offsite)	\$ 4,888,166
Open Space/Landscaping	\$ 940,602
Recreational Facilities	\$ 4,089,100
Total Projected Costs of Improvements	<u>\$ 67,860,145</u>

6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes.

There will be no impact on small businesses because of the formation of the District. If anything, the impact may be positive. This is because the District must competitively bid all of its contracts. This affords small businesses the opportunity to bid on District work.

The City has an estimated population that is greater than 10,000 and the County has an estimated population that is greater than 75,000, therefore the City is not defined as a "small city" and the County is not defined as a "small county" according to Sections 120.52 (18) and 120.52 (19) (respectively), Florida Statutes.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Developer's Engineer and other professionals associated with the Developer.

8.0 In the statement or revised statement, whichever applies, a description of any good faith written proposal submitted under paragraph (1) (a) and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

There have been no good faith written proposals submitted to the agency as described in Section 120.541(1)(a), Florida Statutes.

*Prepared by:
Governmental Management Services - South Florida, LLC
April 29, 2016*

COMPOSITE EXHIBIT 11

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 East Las Olas Blvd. Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owners (the "Owner") hold the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Downtown Doral South Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter;

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration"):

1. Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive

provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

2. Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, on or before the recording of a final plat on any portion of the Property, Owner shall submit to the County a complete application, including any necessary approvals from the jurisdiction in which the special taxing district is to be located, for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable,

to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

3. Covenants Run With the Land.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its 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 litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

4. 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 County.

5. Modification, Amendment, or Release.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Manager or successor official of the County, or the assistant in charge of the office in the County Manager's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. Severability.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. Acceptance of Declaration.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 4 day of May, 2016.

OWNER:

WHITE COURSE LENNAR, LLC, a Florida limited liability company, as an undivided fifty percent (50%) interest owner

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

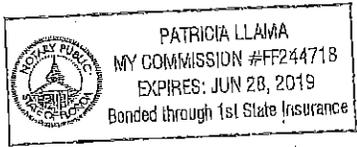
By: _____

Title: _____

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by Greg Mc Murray VP of Lennar Homes, LLC, a Florida limited liability company, the member of White Course Lennar, LLC, a Florida limited liability company, on this 4 day of May, 2016, by _____ He/she is personally known to me [] or who produced _____ as identification.

Patricia Llama
Notary Public, State of Florida
Print Name: Patricia Llama
My commission expires: June 28, 2019



IN WITNESS WHEREOF, the undersigned have set their hands and seals to
this Declaration of Restrictive Covenants this 5 day of May, 2016.

OWNER:

CC-WCD TIC, LLC, a Delaware limited liability company, as an undivided fifty percent (50%) interest owner

By: [Signature]

Title: VP

STATE OF FL
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me by Harold Eisenacher as VP of CC-WID TIC, LLC, a Delaware limited liability company, on this 5 day of May, 2016, by [Signature]. He/she is personally known to me or who produced [Signature] as identification.

[Signature]
Notary Public, State of FL
Print Name: LISSETTE VIERA
My commission expires: 06/12/17

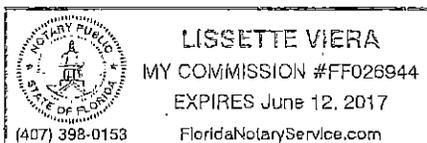


EXHIBIT A

Description of Property

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EXHIBIT A

Description of TIC Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS AND EXCEPT the following:

LESS OUT LENNAR PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North 87°45'36" East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North 01°23'43" East for a distance of 26.05 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 01°23'43" East for a distance of 389.00 feet; thence South 88°36'17" East for a distance of 402.29 feet; thence South 27°22'42" East for a distance of

755.72 feet to a point hereinafter referred to as Reference Point "A"; thence South $62^{\circ}37'18''$ West for a distance of 303.36 feet; thence North $27^{\circ}22'42''$ West for a distance of 478.51 feet; thence North $88^{\circ}36'17''$ West for a distance of 269.81 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 2:

COMMENCE at the aforementioned Reference Point "A"; thence North $62^{\circ}37'18''$ East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 613.00 feet; thence North $27^{\circ}22'42''$ West for a distance of 780.28 feet; thence North $88^{\circ}36'17''$ West for a distance of 254.00 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 64.00 feet, through a central angle of $60^{\circ}52'51''$ for an arc distance of 68.00 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of $60^{\circ}52'51''$ for an arc distance of 26.56 feet to a point of tangency; thence North $88^{\circ}36'17''$ West for a distance of 215.48 feet; thence South $01^{\circ}23'43''$ West for a distance of 322.69 feet; thence South $27^{\circ}22'42''$ East for a distance of 800.89 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 3:

COMMENCE at the aforementioned Reference Point "A"; thence South $27^{\circ}22'42''$ East for a distance of 150.00 feet to the POINT OF BEGINNING of the hereinafter described parcel, said point also hereinafter referred to as Reference Point "B"; thence continue South $27^{\circ}22'42''$ East for a distance of 280.18 feet; thence North $88^{\circ}14'24''$ West for a distance of 347.31 feet; thence North $27^{\circ}22'42''$ West for a distance of 111.06 feet; thence North $62^{\circ}37'18''$ East for a distance of 303.36 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 4:

COMMENCE at the aforementioned Reference Point "B"; thence North $62^{\circ}37'18''$ East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence North $62^{\circ}37'18''$ East for a distance of 613.00 feet; thence South $27^{\circ}22'42''$ East for a distance of 515.01 feet; thence South $01^{\circ}45'36''$ West for a distance of 57.46 feet to a point hereinafter referred to as Reference Point "C"; thence North $88^{\circ}14'24''$ West for a distance of 669.79 feet; thence North $27^{\circ}22'42''$ West for a distance of 239.06 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 5:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence North $88^{\circ}14'24''$ West for a distance of 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $88^{\circ}14'24''$ West for a

distance of 331.98 feet; thence South $01^{\circ}45'36''$ West for a distance of 452.98 feet; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 331.98 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 6:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence South $88^{\circ}14'24''$ East for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}14'24''$ East for a distance of 331.98 feet; thence South $01^{\circ}44'41''$ West for a distance of 452.98 feet to a point hereinafter referred to as Reference Point "D"; thence North $88^{\circ}14'24''$ West, along a line 83.00 feet North of and parallel to the South Line of the Southwest 1/4 of said Section 22, for a distance of 332.10 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

LESS OUT LENNAR PARCEL 7:

COMMENCE at the aforementioned Reference Point "D"; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 39.90 feet to its intersection with the East line of the Southwest 1/4 of said Section 22; thence South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 40.10 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 601.96 feet; thence North $00^{\circ}05'50''$ West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 211.63 feet; thence North $88^{\circ}14'24''$ West for a distance of 595.15 feet; thence South $01^{\circ}44'41''$ West for a distance of 211.68 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW

87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet; thence continue North $01^{\circ}23'43''$ East for a distance of 389.00 feet to a point hereinafter referred to as Reference Point "E"; thence North $01^{\circ}23'43''$ East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $01^{\circ}23'43''$ East for a distance of 321.00 feet; thence South $88^{\circ}36'17''$ East for a distance of 381.90 feet; thence South $01^{\circ}23'43''$ West for a distance of 321.00 feet; thence North $88^{\circ}36'17''$ West for a distance of 381.90 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 2:

COMMENCE at the aforementioned Reference Point "E"; thence South $88^{\circ}36'17''$ East for a distance of 402.29 feet; thence South $27^{\circ}22'42''$ East for a distance of 755.72 feet; thence North $62^{\circ}37'18''$ East for a distance of 70.00 feet; thence continue North $62^{\circ}37'18''$ East for a distance of 613.00 feet to a point hereinafter referred to as Reference Point "F"; thence continue North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence North $27^{\circ}22'42''$ West for a distance of 515.33 feet; thence North $88^{\circ}36'17''$ West for a distance of 479.16 feet; thence South $27^{\circ}22'42''$ East for a distance of 745.97 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 3:

COMMENCE at the aforementioned Reference Point "F"; thence South $27^{\circ}22'42''$ East for a distance of 150.00 feet; thence North $62^{\circ}37'18''$ East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $62^{\circ}37'18''$ East for a distance of 420.00 feet; thence South $27^{\circ}22'42''$ East for a distance of 497.27 feet; thence South $01^{\circ}44'41''$ West for a distance of 301.80 feet to a point hereinafter referred to as Reference Point "G"; thence North $88^{\circ}14'24''$ West for a distance of 351.96 feet; thence North $01^{\circ}45'36''$ East for a distance of 70.45 feet; thence North $27^{\circ}22'42''$ West for a distance of 528.01 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 4:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence South 88°14'24" East for a distance of 273.29 feet to a point hereinafter referred to as Reference Point "H"; thence North 00°05'50" West for a distance of 780.49 feet to a point hereinafter referred to as Reference Point "I"; thence South 89°54'10" West for a distance of 287.33 feet; thence South 62°37'18" West for a distance of 183.01 feet; thence South 27°22'42" East for a distance of 408.56 feet; thence South 01°44'41" West for a distance of 324.80 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 5:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet; thence South 88°14'24secE for a distance of 15.00 feet; thence South 01°44'41" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 01°44'41" West for a distance of 201.29 feet; thence South 88°14'24" East for a distance of 543.52 feet; thence North 00°05'50" West, along a line 70.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 201.40 feet; thence North 88°14'24" West for a distance of 537.05 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 6:

COMMENCE at the aforementioned Reference Point "H"; thence South 88°14'24" East for a distance of 60.03 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 267.14 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 1385.80 feet; thence North 88°38'07" West, along a line 20.00 feet South of and parallel to the North line of the West 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 641.99 feet; thence North 88°36'17" West, along a line 20.00 feet South of and parallel to the North line of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, for a distance of 500.51 feet; thence South 27°22'42" East for a distance of 108.38 feet; thence South 88°36'17" East for a distance of 448.36 feet; thence South 88°38'07" East for a distance of 377.35 feet; thence South 00°05'50" East for a distance of 1288.93 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 7:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 171.93 feet; thence North 88°38'07" West for a

distance of 144.05 feet; thence South $00^{\circ}05'50''$ East for a distance of 175.60 feet; thence North $89^{\circ}54'10''$ East for a distance of 144.00 feet to the POINT OF BEGINNING.

LESS OUT CC DEVCO PARCEL 8:

COMMENCE at the aforementioned Reference Point "I"; thence North $00^{\circ}05'50''$ West for a distance of 50.00 feet; thence continue North $00^{\circ}05'50''$ West for a distance of 171.93 feet; thence continue North $00^{\circ}05'50''$ West for a distance of 50.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $00^{\circ}05'50''$ West for a distance of 186.06 feet; thence North $88^{\circ}38'07''$ West for a distance of 318.62 feet; thence North $88^{\circ}36'17''$ West for a distance of 420.92 feet; thence South $27^{\circ}22'42''$ East for a distance of 212.20 feet; thence South $88^{\circ}36'17''$ East for a distance of 318.78 feet; thence South $88^{\circ}38'07''$ East for a distance of 323.46 feet to the POINT OF BEGINNING.

LESS OUT COMMERCIAL PARCEL

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, as recorded in Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of $01^{\circ}40'45''$ to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of $01^{\circ}24'17''$; thence $N07^{\circ}03'54''W$, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of $07^{\circ}03'54''$ for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence $S88^{\circ}36'17''E$ for a distance of 397.62 feet; thence $S01^{\circ}23'43''W$ for a distance of 780.00 feet; thence $N88^{\circ}36'17''W$

for a distance of 340.32 feet to the POINT OF BEGINNING.

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 E. Las Olas Blvd., 6 th Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner (the "Owner") holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, the Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Downtown Doral South Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, this Declaration of Restrictive Covenants and the covenants herein created apply solely to the Prospective Initial Purchasers of improved residential units within the Property; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration");

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices. Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$42,050.12 FOR A TOWNHOME UNIT, \$48,057.28 FOR A COTTAGE UNIT, \$63,075.18 FOR A CLUSTER UNIT, \$66,078.76 FOR A COURTYARD UNIT AND \$72,085.92 FOR A SINGLE FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED ASSESSMENT OF \$20,100.51 FOR A TOWNHOME UNIT, \$22,972.01 FOR A COTTAGE UNIT, \$30,150.76 FOR A CLUSTER UNIT, \$31,586.51 FOR A COURTYARD UNIT, AND \$34,458.02 FOR A SINGLE FAMILY

UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,400 FOR A TOWNHOME UNIT, \$1,600 FOR A COTTAGE UNIT, \$2,100 FOR A CLUSTER UNIT, \$2,200 FOR A COURTYARD UNIT, AND \$2,400 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.1 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT

PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$42,050.12 FOR A TOWNHOME UNIT, \$48,057.28 FOR A COTTAGE UNIT, \$63,075.18 FOR A CLUSTER UNIT, \$66,078.76 FOR A COURTYARD UNIT AND \$72,085.92 FOR A SINGLE FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$20,100.51 FOR A TOWNHOME UNIT, \$22,972.01 FOR A COTTAGE UNIT, \$30,150.76 FOR A CLUSTER UNIT, \$31,586.51 FOR A COURTYARD UNIT, AND \$34,458.02 FOR A SINGLE FAMILY UNIT IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,400 FOR A TOWNHOME UNIT, \$1,600 FOR A COTTAGE UNIT, \$2,100 FOR A CLUSTER UNIT, \$2,200 FOR A COURTYARD UNIT, AND \$2,400 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME, IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract Notice; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREBIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital

Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$42,050.12 FOR A TOWNHOME UNIT, \$48,057.28 FOR A COTTAGE UNIT, \$63,075.18 FOR A CLUSTER UNIT, \$66,078.76 FOR A COURTYARD UNIT AND \$72,085.92 FOR A SINGLE FAMILY UNIT. THE DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$20,100.51 FOR A TOWNHOME UNIT, \$22,972.01 FOR A COTTAGE UNIT, \$30,150.76 FOR A CLUSTER UNIT, \$31,586.51 FOR A COURTYARD UNIT, AND \$34,458.02 FOR A SINGLE FAMILY UNIT IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,400 FOR A TOWNHOME UNIT, \$1,600 FOR A COTTAGE UNIT, \$2,100 FOR A CLUSTER UNIT, \$2,200 FOR A COURTYARD UNIT, AND \$2,400 FOR A SINGLE FAMILY UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS

PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual

Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the

amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no

smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT
DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN DOWNTOWN DORAL SOUTH. A PURCHASER OF PROPERTY IN DOWNTOWN DORAL SOUTH WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED, AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON DOWNTOWN DORAL SOUTH AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT [INSERT APPROPRIATE CONTACT INFORMATION]."

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, on or before the recording of a final plat on any portion of the Property, Owner shall submit to the County a complete application, including any necessary approvals from the jurisdiction in which the special taxing district is to be located, for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is

defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its 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 litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. 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 County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including jointers of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the Assistant in charge of the office in the County Mayor or Designee's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 5 day of MAY, 2016.

OWNER:

CC Homes at Doral, LLC, a Delaware limited liability company

By: [Signature]

Name: HAROLD EISENACKER

Title: VP

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by HAROLD EISENACKER as VP of CC Homes at Doral, LLC, a Delaware limited liability company, this 5 day of MAY, 2016, who is personally known to me or who produced as identification.

[Signature]
Notary Public, State of FL
Print Name: LISSETTE VIERA
My commission expires: 6/12/17

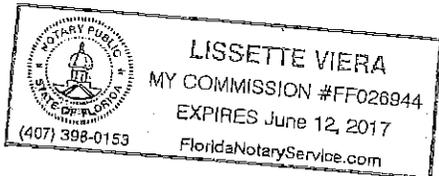


EXHIBIT A

Description of CC Devco Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida;

LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

Being more particularly described as follows:

CC DEVCO PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North 87°45'36" East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North 01°23'43" East for a distance of 26.05 feet; thence continue North 01°23'43" East for a distance

of 389.00 feet to a point hereinafter referred to as Reference Point "E"; thence North 01°23'43" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 01°23'43" East for a distance of 321.00 feet; thence South 88°36'17" East for a distance of 381.90 feet; thence South 01°23'43" West for a distance of 321.00 feet; thence North 88°36'17" West for a distance of 381.90 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 2:

COMMENCE at the aforementioned Reference Point "E"; thence South 88°36'17" East for a distance of 402.29 feet; thence South 27°22'42" East for a distance of 755.72 feet; thence North 62°37'18" East for a distance of 70.00 feet; thence continue North 62°37'18" East for a distance of 613.00 feet to a point hereinafter referred to as Reference Point "F"; thence continue North 62°37'18" East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 420.00 feet; thence North 27°22'42" West for a distance of 515.33 feet; thence North 88°36'17" West for a distance of 479.16 feet; thence South 27°22'42" East for a distance of 745.97 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 3:

COMMENCE at the aforementioned Reference Point "F"; thence South 27°22'42" East for a distance of 150.00 feet; thence North 62°37'18" East for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 420.00 feet; thence South 27°22'42" East for a distance of 497.27 feet; thence South 01°44'41" West for a distance of 301.80 feet to a point hereinafter referred to as Reference Point "G"; thence North 88°14'24" West for a distance of 351.96 feet; thence North 01°45'36" East for a distance of 70.45 feet; thence North 27°22'42" West for a distance of 528.01 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 4:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence South 88°14'24" East for a distance of 273.29 feet to a point hereinafter referred to as Reference Point "H"; thence North 00°05'50" West for a distance of 780.49 feet to a point hereinafter referred to as Reference Point "I"; thence South 89°54'10" West for a distance of 287.33 feet; thence South 62°37'18" West for a distance of 183.01 feet; thence South 27°22'42" East for a distance of 408.56 feet; thence South 01°44'41" West for a distance of 324.80 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 5:

COMMENCE at the aforementioned Reference Point "G"; thence South 88°15'19" East for a distance of 50.00 feet; thence South 01°44'41" West for a distance of 10.01 feet; thence South 88°14'24secE for a distance of 15.00 feet; thence South 01°44'41" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 01°44'41" West for a distance of 201.29 feet; thence South 88°14'24" East for a distance of 543.52 feet; thence North 00°05'50" West, along a line 70.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 201.40 feet; thence North 88°14'24" West for a distance of 537.05 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 6:

COMMENCE at the aforementioned Reference Point "H"; thence South 88°14'24" East for a distance of 60.03 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South 88°14'24" East for a distance of 267.14 feet; thence North 00°05'50" West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 1385.80 feet; thence North 88°38'07" West, along a line 20.00 feet South of and parallel to the North line of the West 1/2 of the South 1/2 of the Northwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 641.99 feet; thence North 88°36'17" West, along a line 20.00 feet South of and parallel to the North line of the South 1/2 of the Northeast 1/4 of the Southwest 1/4 of said Section 22, for a distance of 500.51 feet; thence South 27°22'42" East for a distance of 108.38 feet; thence South 88°36'17" East for a distance of 448.36 feet; thence South 88°38'07" East for a distance of 377.35 feet; thence South 00°05'50" East for a distance of 1288.93 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 7:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 171.93 feet; thence North 88°38'07" West for a distance of 144.05 feet; thence South 00°05'50" East for a distance of 175.60 feet; thence North 89°54'10" East for a distance of 144.00 feet to the POINT OF BEGINNING.

TOGETHER WITH CC DEVCO PARCEL 8:

COMMENCE at the aforementioned Reference Point "I"; thence North 00°05'50" West for a distance of 50.00 feet; thence continue North 00°05'50" West for a distance of 171.93 feet; thence continue North 00°05'50" West for a distance of 50.02 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 00°05'50" West for a distance of 186.06 feet; thence North 88°38'07" West for a distance of 318.62 feet; thence North 88°36'17" West for a distance of 420.92 feet; thence South 27°22'42" East for a distance of

212.20 feet; thence South $88^{\circ}36'17''$ East for a distance of 318.78 feet; thence South $88^{\circ}38'07''$ East for a distance of 323.46 feet to the POINT OF BEGINNING.

Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Annual District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated Annual Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total Annual District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Townhome Unit	\$1,400.00	\$1,200.00	\$2,600.00
Cottage Unit	\$1,600.00	\$1,200.00	\$2,800.00
Cluster Unit	\$2,100.00	\$1,200.00	\$3,300.00
Courtyard Unit	\$2,200.00	\$1,200.00	\$3,400.00
Single Family	\$2,400.00	\$1,200.00	\$3,600.00

Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated Monthly District Operations Assessments	Estimated Monthly District Infrastructure Maintenance Assessments	Estimated Monthly District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Townhome Unit	\$8.33	\$91.67	\$116.67
Cottage Unit	\$8.33	\$91.67	\$133.33
Cluster Unit	\$8.33	\$91.67	\$175.00
Courtyard Unit	\$8.33	\$91.67	\$183.33
Single Family Unit	\$8.33	\$91.67	\$200.00

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Townhome Unit	\$20,100.51	\$42,050.12
Cottage Unit	\$22,972.01	\$48,057.28
Cluster Unit	\$30,150.76	\$63,075.18
Courtyard Unit	\$31,586.51	\$66,078.76
Single Family Unit	\$34,458.02	\$72,085.92

_____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Downtown Doral South (the "Development") are also located within the boundaries of the Downtown Doral Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

_____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

_____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

_____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

_____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,400.00 (approximately \$116.67 per month) for a townhome unit; and \$1,600.00 (approximately \$133.33 per month) for a cottage unit; \$2,100.00 (approximately \$175.00 per month) for a cluster unit, \$2,200.00 (approximately \$183.33 per month) for a courtyard unit; and \$2,400.00 (approximately \$200.00 per month) for a single family unit which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [30 years] is approximately \$42,050.12 for a townhome unit; \$48,057.28 for a cottage unit; \$63,075.18 for a cluster unit, \$66,078.76 for a courtyard unit; and \$72,085.92 for a single family unit.

_____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

_____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be

approximately \$1,200.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

_____ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

This instrument was prepared by:	
Name:	Gerald L. Knight, Esq.
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, PA 515 E. Las Olas Blvd., 6 th Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner (the "Owner") holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, the Owner desires to provide certain covenants to the County Board of County Commissioners (the "Board") in support of a Petition (the "Petition") for creation of the Downtown Doral South Community Development District (the "District") filed _____, and approved pursuant to Ordinance No. _____ enacted by the Board on _____ (the "Ordinance"), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the

District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

WHEREAS, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

WHEREAS, this Declaration of Restrictive Covenants and the covenants herein created apply solely to the Prospective Initial Purchasers of improved residential units within the Property; and

WHEREAS, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

NOW, THEREFORE, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this "Declaration");

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices. Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$45,000.00 FOR A CONDOMINIUM UNIT; \$54,000.00 FOR A TOWNHOME UNIT; AND \$51,000.00 FOR A CLUSTER UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,493.32 FOR A CONDOMINIUM UNIT; \$28,191.99 FOR A TOWNHOME UNIT; AND \$26,625.76 FOR A CLUSTER UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500.00 FOR A CONDOMINIUM UNIT; \$1,800.00 FOR A TOWNHOME

UNIT; AND \$1,700.00 FOR A CLUSTER UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.1 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF

INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$45,000.00 FOR A CONDOMINIUM UNIT; \$54,000.00 FOR A TOWNHOME UNIT; AND \$51,000.00 FOR A CLUSTER UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,493.32 FOR A CONDOMINIUM UNIT; \$28,191.99 FOR A TOWNHOME UNIT; AND \$26,625.76 FOR A CLUSTER UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500.00 FOR A CONDOMINIUM UNIT; \$1,800.00 FOR A TOWNHOME UNIT; AND \$1,700.00 FOR A CLUSTER UNIT, ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on

the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT
TO A COMMUNITY DEVELOPMENT DISTRICT AND A
RELATED DECLARATION OF RESTRICTIVE COVENANTS
WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO

PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE

ESTIMATED AGGREGATE AMOUNT OF \$45,000.00 FOR A CONDOMINIUM UNIT; \$54,000.00 FOR A TOWNHOME UNIT; AND \$51,000.00 FOR A CLUSTER UNIT. THE DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$23,493.32 FOR A CONDOMINIUM UNIT; AND \$28,191.99 FOR A TOWNHOME UNIT; AND \$26,625.76 FOR A CLUSTER UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,500.00 FOR A CONDOMINIUM UNIT; \$1,800.00 FOR A TOWNHOME UNIT; AND \$1,700.00 FOR A CLUSTER UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL, WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessment by more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit ("Actual Initial Purchaser") may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal, and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District's first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, an amount equal to the difference between the actual aggregate amount of annual Capital Assessment, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital

Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT
DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN DOWNTOWN DORAL SOUTH. A PURCHASER OF PROPERTY IN DOWNTOWN DORAL SOUTH WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DBBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department ("WASD"), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, on or before the recording of a final plat on any portion of the Property, Owner shall submit to the County a complete application, including any necessary approvals from the jurisdiction in which the special taxing district is to be located, for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is

through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, on or before the recording of a final plat on any portion of the Property, Owner shall submit to the County a complete application, including any necessary approvals from the jurisdiction in which the special taxing district is to be located, for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be

enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. 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 attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the creation of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its 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 litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that

acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. 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 County.

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including jointers of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee official of the County, or the assistant in charge of the office in the County Mayor or Designee's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

6. 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 such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

IN WITNESS WHEREOF, the undersigned have set their hands and seals to this Declaration of Restrictive Covenants this 4 day of May, 2016.

OWNER:

WHITE COURSE LENNAR, LLC, a Florida limited liability company, as an undivided fifty percent (50%) interest owner

By: Lennar Homes, LLC, a Florida limited liability company, its member
By: [Signature]
Title: VP

STATE OF Florida
COUNTY OF Dade

The foregoing instrument was acknowledged before me by Craig McPherson as V.P. of Lennar Homes, LLC; a Florida limited liability company, the member of White Course Lennar, LLC, a Florida limited liability company, on this 4 day of May, 2016, by [Signature]. He/she is personally known to me or who produced [Signature] as identification.

[Signature]
Notary Public, State of Florida
Print Name: Patricia Llama
My commission expires: June 28, 2019



Exhibit A

LEGAL DESCRIPTION

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EXHIBIT A

Description of Lennar Property

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

A portion of the following described property:

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida;

LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at Page 312, and in Official Records Book 7118 at Page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of N.W. 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157 at Page 18 of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed, vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

Being more particularly described as follows:

LENNAR PARCEL 1:

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of, DORAL RIGHT-OF-WAY, according to the plat thereof as recorded in Plat Book 104, at Page 93, of the Public Records of Miami-Dade County, Florida for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of WHITE VIEW SUBDIVISION, according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence North $87^{\circ}45'36''$ East, along the Northerly line of said Tract "A" and its extension, for a distance of 485.11 feet; thence North $01^{\circ}23'43''$ East for a distance of 26.05 feet to the POINT OF BEGINNING of the hereinafter

described parcel; thence continue North 01°23'43" East for a distance of 389.00 feet; thence South 88°36'17" East for a distance of 402.29 feet; thence South 27°22'42" East for a distance of 755.72 feet to a point hereinafter referred to as Reference Point "A"; thence South 62°37'18" West for a distance of 303.36 feet; thence North 27°22'42" West for a distance of 478.51 feet; thence North 88°36'17" West for a distance of 269.81 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 2:

COMMENCE at the aforementioned Reference Point "A"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 62°37'18" East for a distance of 613.00 feet; thence North 27°22'42" West for a distance of 780.28 feet; thence North 88°36'17" West for a distance of 254.00 feet to a point of curvature of a circular curve to the right, concave to the Northeast; thence Northwesterly along the arc of said curve, having for its elements a radius of 64.00 feet, through a central angle of 60°52'51" for an arc distance of 68.00 feet to a point of reverse curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 60°52'51" for an arc distance of 26.56 feet to a point of tangency; thence North 88°36'17" West for a distance of 215.48 feet; thence South 01°23'43" West for a distance of 322.69 feet; thence South 27°22'42" East for a distance of 800.89 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 3:

COMMENCE at the aforementioned Reference Point "A"; thence South 27°22'42" East for a distance of 150.00 feet to the POINT OF BEGINNING of the hereinafter described parcel, said point also hereinafter referred to as Reference Point "B"; thence continue South 27°22'42" East for a distance of 280.18 feet; thence North 88°14'24" West for a distance of 347.31 feet; thence North 27°22'42" West for a distance of 111.06 feet; thence North 62°37'18" East for a distance of 303.36 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 4:

COMMENCE at the aforementioned Reference Point "B"; thence North 62°37'18" East for a distance of 70.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence North 62°37'18" East for a distance of 613.00 feet; thence South 27°22'42" East for a distance of 515.01 feet; thence South 01°45'36" West for a distance of 57.46 feet to a point hereinafter referred to as Reference Point "C"; thence North 88°14'24" West for a distance of 669.79 feet; thence North 27°22'42" West for a distance of 239.06 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 5:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence North $88^{\circ}14'24''$ West for a distance of 5.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North $88^{\circ}14'24''$ West for a distance of 331.98 feet; thence South $01^{\circ}45'36''$ West for a distance of 452.98 feet; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 331.98 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 6:

COMMENCE at the aforementioned Reference Point "C"; thence South $01^{\circ}45'36''$ West for a distance of 70.00 feet; thence South $88^{\circ}14'24''$ East for a distance of 55.00 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}14'24''$ East for a distance of 331.98 feet; thence South $01^{\circ}44'41''$ West for a distance of 452.98 feet to a point hereinafter referred to as Reference Point "D"; thence North $88^{\circ}14'24''$ West, along a line 83.00 feet North of and parallel to the South Line of the Southwest 1/4 of said Section 22, for a distance of 332.10 feet; thence North $01^{\circ}45'36''$ East for a distance of 452.98 feet to the POINT OF BEGINNING.

TOGETHER WITH LENNAR PARCEL 7:

COMMENCE at the aforementioned Reference Point "D"; thence South $88^{\circ}14'24''$ East, along a line 83.00 feet North of and parallel to the South line of the Southwest 1/4 of said Section 22, for a distance of 39.90 feet to its intersection with the East line of the Southwest 1/4 of said Section 22; thence South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 40.10 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue South $88^{\circ}15'19''$ East, along a line 83.00 feet North of and parallel to the South line of the Southeast 1/4 of said Section 22, for a distance of 601.96 feet; thence North $00^{\circ}05'50''$ West, along a line 20.00 feet West of and parallel to the East line of the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of said Section 22, for a distance of 211.63 feet; thence North $88^{\circ}14'24''$ West for a distance of 595.15 feet; thence South $01^{\circ}44'41''$ West for a distance of 211.68 feet to the POINT OF BEGINNING.

Exhibit B

CDD NOTICE

Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Condominium Unit	\$1,500.00	\$1,200.00	\$2,700.00
Townhome Unit	\$1,800.00	\$1,200.00	\$3,000.00
Cluster Unit	\$1,700.00	\$1,200.00	\$2,900.00

Table 2. BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Condominium Unit	\$8.33	\$91.67	\$125.00
Townhome Unit	\$8.33	\$91.67	\$150.00
Cluster Unit	\$8.33	\$91.67	\$141.67

Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated Total Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Condominium Unit	\$23,493.32	\$45,000.00
Townhome Unit	\$26,625.76	\$54,000.00
Cluster Unit	\$28,191.99	\$51,000.00

_____ PURCHASERS INITIALS

1. The District. All of the residential dwelling units ("Dwelling Units") in Downtown Doral South (the "Development") are also located within the boundaries of the Downtown Doral Community Development District (the "District"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in Miami-Dade County ("County"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "Public Infrastructure").

_____ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "District Board") is initially elected by the landowner in the District. The Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

_____ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital and Administrative Assessments listed in Table 1 above and in Sections 3.1 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

_____ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "Bonds"), the principal of and interest on which will be payable from non ad valorem special assessments ("District Capital Assessments") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the bonds.

_____ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately \$1,500.00 (approximately \$125.00 per month) for a condominium unit; \$1,800.00 (approximately \$150.00 per month) for a townhome unit; and \$1,700.00 (approximately \$141.67 per month) for a cluster unit, which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [30 years] is approximately \$45,000.00 for a condominium unit; \$54,000.00 for a townhome unit; and \$51,000.00 for a cluster unit.

_____ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

_____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "District Administrative Assessments"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately \$1,200.00 per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise the "District Assessments." While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

_____ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT 12

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DORAL
SUPPORTING THE ESTABLISHMENT OF THE DISTRICT

RESOLUTION No. 16-139

A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, SUPPORTING THE ESTABLISHMENT OF A DOWNTOWN DORAL SOUTH COMMUNITY DEVELOPMENT DISTRICT (CDD) PURSUANT TO SECTION 190.005 OF THE FLORIDA STATUTES; THE DISTRICT COMPRISES OF +/- 130 ACRES GENERALLY LOCATED NORTH OF NW 41 STREET BETWEEN NW 80 AVENUE AND NW 87 AVENUE; PROVIDING FOR TRANSMITTAL; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, CC Homes at Doral, LLC, CC-WCD TIC, LLC and White Course Lennar ("the Applicants") have requested a resolution supporting the establishment of the Downtown Doral South Community Development District (the "District") within the geographic boundaries of the City, as described in Exhibit A; and

WHEREAS, the Applicants have requested the rights to exercise all powers provided for in Section 190.06 and 190.41, Florida Statutes

WHEREAS, the District will provide for timely, efficient, effective, responsive and economic way to deliver development capital infrastructure within the boundaries of the District, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the City and its taxpayers; and

WHEREAS, the City of Doral finds that the creation of the Downtown Doral South Community Development District allows for sustainable growth within its boundary and alleviating the burden on tax payers for long-term financial planning of capital infrastructure to accommodate projected growth in the area; and

WHEREAS, the City Council, after careful review and deliberation, and the recommendation of staff, determined that it is in the best interest of the community and

its residents to support the establishment of this District as a reasonable alternative to the financing, construction, delivery, and long-term operation and management of basic infrastructure servicing the proposed District.

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

Section 1. Recitals. The above recitals are confirmed, adopted, and incorporated herein and made a part hereof by this reference.

Section 2. Support for Downtown Doral South Community Development District. The establishment of the Downtown Doral South Community Development District comprising of approximately 130.14 acres generally located North of NW 41 Street between NW 80th Avenue and NW 87 Avenue within the geographic boundaries of the City of Doral is hereby supported.

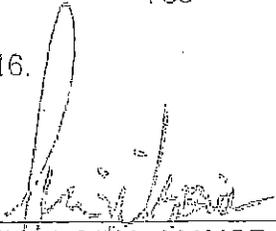
Section 3. Transmittal. The City Manager and/or the City Clerk are hereby directed to transmit a copy of this Resolution to the appropriate parties in Miami-Dade County.

Section 4. Effective Date. This Resolution shall become effective upon its passage and adoption by the City Council and is binding on all successors and assigns.

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

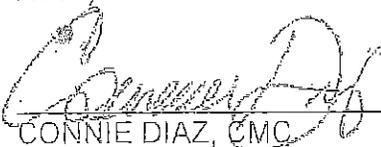
Mayor Luigi Boria	Yes
Vice Mayor Christi Fraga	Yes
Councilman Pete Cabrera	Yes
Councilwoman Ana Maria Rodriguez	Yes
Councilwoman Sandra Ruiz	Yes

PASSED AND ADOPTED this 22 day of June, 2016.



LUIGI BORIA, MAYOR

ATTEST:



CONNIE DIAZ, CMC
CITY CLERK

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



WEISS, SEROTA, HELFMAN, COLE & BIERMANN, P.L.
CITY ATTORNEY

Legal Description: A portion of the following described property;

That portion of, REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, lying within the boundary of the following described parcel of land: The Southwest 1/4 of the Southwest 1/4, and the South 1/2 of the Northwest 1/4 of the Southwest 1/4, of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; LESS the following parcels (a), (b), (c), and (d);

a) The South 80 feet as shown on REVISED PLAT OF ORIZABA, according to the plat thereof as recorded in Plat Book 43 at Page 71 of the Public Records of Miami-Dade County, Florida, for the right-of-way of (East Coast Street) N.W. 41 Street and for the right-of-way of (Canal) Dressel's Dairy Canal.

b) The West 40 feet of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at page 312, and in Official Records Book 7118 at page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according to the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

c) That portion of Tract "A" and that portion of NW 87 Avenue right-of-way as shown on the plat of, DORAL RIGHT OF WAY, according to the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida, which lies within the Southwest 1/4 of said Section 22.

d) That portion contained in the plat of, WHITE VIEW SUBDIVISION, according to the plat thereof, as recorded in Plat Book 157, Page 18, of the Public Records of Miami-Dade County, Florida.

TOGETHER WITH:

That portion of the right-of-way for N.W. 84 Avenue, which lies within the South 3/4 of the Southwest 1/4 of said Section 22, as shown on said plat of, REVISED PLAT OF ORIZABA, as closed vacated and abandoned pursuant to Resolution 1403-70, as recorded in Official Records Book 7051 at Page 585 of the Public Records of Miami-Dade County Florida.

TOGETHER WITH:

The Southeast 1/4 of the Southwest 1/4, and the West 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida. LESS following parcels (e) and (f);

e) The North 50 feet of the South 80 feet thereof, pursuant to that Right-of-Way Deed for N.W. 41 Street, as recorded in Official Records Book 6866 at Page 910 and in Official Records Book 6866 at Page 914 of the Public Records of Miami-Dade County, Florida.

f) The South 30 feet thereof for the right-of-Way of Dressel's Dairy Canal as shown on Miami Dade County Section Sheet 22-53-40, Miami-Dade County, Florida.

TOGETHER WITH:

The South 1/2 of the Northeast 1/4 of the Southwest 1/4 and the Southwest 1/4 of the Northwest 1/4 of the Southeast 1/4, all in Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida.

LESS OUT FROM ABOVE DESCRIBED

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, as recorded in Plat Book 104, Page 93 for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of 5°37'30" to the point of tangency; thence run North 05°37'30" East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of 9°36'22" to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to the Plat thereof as recorded in Plat Book 157, at Page 18; of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of 01°40'45" to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of 01°24'17"; thence N07°03'54"W, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of 07°03'54" for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence S88°36'17"E for a distance of 397.62 feet; thence S01°23'43"W for a distance of 780.00 feet; thence N88°36'17"W for a distance of 340.32 feet to the POINT OF BEGINNING.

"EXHIBIT B to the Ordinance"

Legal Description

LEGAL DESCRIPTION

A portion of the following described property;

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b) The West 40 feet of the South 3/4 of the Southwest 1/4 of said Section 22, as per Right-of-Way Deed for N.W. 87 Avenue, as recorded in Official Records Book 7118 at page 312, and in Official Records Book 7118 at page 315 of the Public Records of Miami-Dade County, Florida, as affected by the plat of, DORAL RIGHT OF WAY, according to the plat thereof as recorded in Plat Book 104 at Page 93 of the Public Records of Miami-Dade County, Florida.

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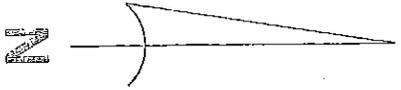
LESS OUT FROM ABOVE DESCRIBED

COMMENCE at the Southwest corner of said Section 22; thence run North along the West line of the Southwest 1/4 of said Section 22 and along the centerline of NW 87th Avenue as shown on the plat of DORAL RIGHT-OF-WAY, according to the Plat thereof, as recorded in Plat Book 104, Page 93 of the Public Records of Miami-Dade County, Florida, for a distance of 103.05 feet to a point; thence run East 40.00 feet to a point on the East right of way line of said NW 87th Avenue; thence run North along said Easterly right of way line of NW 87th Avenue for a distance of 206.95 feet to the point of curvature of a circular curve to the right having a radius of 1,869.86 feet; thence run Northeasterly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 183.57 feet, through a central angle of $5^{\circ}37'30''$ to the point of tangency; thence run North $05^{\circ}37'30''$ East along said East right of way line of NW 87th Avenue for a distance of 300.00 feet to the point of curvature of a circular curve to the left having a radius of 1,949.86 feet; thence run Northerly along said East right of way line of NW 87th Avenue and along the arc of said curve for a distance of 326.91 feet through a central angle of $9^{\circ}36'22''$ to a point, said point also being the Northwest corner of Tract "A" of "WHITE VIEW SUBDIVISION", according to the Plat thereof as recorded in Plat Book 157, at Page 18, of the Public Records of Miami-Dade County, Florida; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 57.14 feet, through a central angle of $01^{\circ}40'45''$ to the POINT OF BEGINNING of the hereinafter described parcel; thence continue Northerly along said East right-of-way line of NW 87th Avenue and along the arc of said curve for a distance of 47.81 feet, through a central angle of $01^{\circ}24'17''$; thence $N07^{\circ}03'54''W$, along said East right-of-way line of NW 87th Avenue, for a distance of 200.00 feet to a point of curvature of a circular curve to the right, concave to the East; thence Northerly, along said East right-of-way line of NW 87th Avenue and along the arc of said curve, having for its elements a radius of 1105.92 feet, through a central angle of $07^{\circ}03'54''$ for an arc distance of 136.37 feet to a point of tangency; thence North, along said East right-of-way line of NW 87th Avenue, for a distance of 399.15 feet; thence $S88^{\circ}36'17''E$ for a distance of 397.62 feet; thence $S01^{\circ}23'43''W$ for a distance of 780.00 feet; thence $N88^{\circ}36'17''W$ for a distance of 340.32 feet to the POINT OF BEGINNING.

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch

DISTRICT
BOUNDARIES



NW 87 AVENUE

THEO. NW 48 STREET

NW 41 STREET

THEO. NW 80 AVENUE

104

DOWNTOWN DORAL SOUTH
COMMUNITY DEVELOPMENT DISTRICT

(COMM. 0012)
SECTION: 22-53-40

EXHIBIT "C" TO THE ORDINANCE