

This Instrument was prepared by: Name: Tracy R. Slavens, Esq. Address: Holland & Knight LLP

701 Brickell Avenue, Suite 3300

Miami, FL 33131

(Space reserved for Clerk)

## ENTRANCE FEATURE MAINTENANCE AGREEMENT

WHEREAS, the undersigned being the owner of or having some right, title or interest in or a lien upon the following described property, lying, being and situated in the City of Doral, Miami-Dade County, Florida and legally described in the attached Exhibit A.

In order to assure the City of Doral Planning and Zoning Department that the representations made to it by the owner or their representative will be abided by; that the hereinafter mentioned entrance feature will be continually and properly maintained; and as an inducement for, and in consideration of, the issuance of the required permits to erect and construct said entrance feature, and other good and valuable considerations hereby agrees as follows:

- (1) that said entrance feature shall be erected and maintained substantially in compliance with plans entitled "<u>Doral Palms Single Family Homes (South)</u>", prepared by Pascual Perez Kiliddjian and Associates and landscape plans prepared by Witkin Hults Design Group, date stamped received March 25, 2016.
- (2) that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the City of Doral Planning and Zoning Department or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

This agreement on the part of the owners shall constitute a covenant running with the land and will be recorded in the public records of Miami-Dade County, Florida and shall remain in full force and effect and be binding upon the undersigned and the heirs, successors, and assigns of the undersigned, until such time as the same is modified or released in writing by the Director of the City of Doral Planning and Zoning Department, or the executive officer of the successor of such department, or in the absence of such executive officer, by his assistant in charge in his absence.

<u>Enforcement:</u> Enforcement shall be by action against any parties or person violating or attempting to violate any covenants. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements, allowed by law, such sum as the Court may adjudge to be reasonable for the

services of his attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

<u>Severability:</u> Invalidation of any one of these covenants by judgment of court in no wise shall affect any of the other provisions, which shall remain in full force and effect.

(Execution Page Follows)

Signed, witnessed, executed and acknowledged on this day of, 2016.		
Witnesses:	TERRA-ACON DORAL PALMS, LLC a Florida limited liability company	
Signature  Adam Adle  Print Name	Print Name: David Marth  Title: Manager	
Victual D'Angelo  Signature  Michael D'Angelo	Address: 2665 S. Bayshore Drive, Suite 1020 Miami, FL 33133	
STATE OF Florida COUNTY OF Miami-Dade		
The foregoing instrument was acknowledged before me by <u>David Martin</u> as the <u>Manager</u> of Terra-Acon Doral Palms, LLC, on behalf of the limited liability company. <u>He/She</u> is personally known to me or has produced, as identification.  Witness my signature and official seal this <u>/ 31</u> day of <u>August</u> , 2016 in the County and State aforesaid.		
Witness my signature and official sections of the section of the s	Notary Public-State of Florida  Sandra Ramos  Print Name	
My Commission Expires:   My Commission Expires		

## **EXHIBIT A**

## **Legal Description**:

Portion of Tract 22 and Tract 23, in Section 17, Township 53 South, Range 40 East, "Florida Fruit Lands Company's Subdivision No. 1," According to the Plat thereof, as recorded in Plat Book 2 Page 17, pf the Public Records of Miami-Dade County, Florida, Lying and Being in the City of Doral, Miami-Dade County, Florida.

## JOINDER BY MORTGAGEE

The undersigned, Banco de Credito E Inversiones, S.A. ("Mortgagee") under that certain mortgage modification agreement and notice of future advance executed as of the 20<sup>th</sup> day of October 2015 by Terra Acon Doral Palms, LLC, a Florida limited liability company and recorded in Official Records Book 29828, Page 2546 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property the foregoing Entrance Feature Maintenance Agreement (the "Agreement") does hereby acknowledge that the terms of the agreement are and shall be binding upon the undersigned and its successors in title.

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

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

IN WITNESS WHEREOF, these presents have been executed this / day of August, 2016.

WITNESSES:	BANCO DE CREDITO E INVERSIONES,
Signature	S.A. Miami Branch  By: Audlle
Printed Name	Print Name: Grisel Vega Title: General Manager
Signature	Address: 200 South Biscayne Blvd Ste 2300 Miami, FL 33131
Printed Name	
STATE OF FLORIDA )	
COUNTY OF MIAMI-DADE )	
The foregoing instrument was ackn  2016, by Airel ( behalf of the corporation. He is personally known identification.  My Commission Expires:  V.O. PATINO  MY COMMISSION # EE 216421  EXPIRES: November 15, 2016	nowledged before me this 1st day of showing in to me or has produced as  Magaline  Notary Public - State of Slonian  Printed Name (1.0. (37) 17)

Bonded Thru Notary Public Underwriters