CFN: 20150210796 BOOK 29561 PAGE 3992 DATE:04/01/2015 03:55:44 PM HARVEY RUVIN, CLERK OF COURT, MIA-DADE CTY

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 "Bel Air at Doral" prepared by Roger Fry & Associates and Witkin Hults Design Group, signed and sealed dated March 9, 2015, and consisting of three (3) sheets.
- (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)

Witnesses:	ZOM DORAL, LLC a Florida limited liability company
Signature Shounon Lee Print Name	By:
<u>Willian Kinikons</u> Print Name	<u> 011ando, FL 32810</u>
STATE OF <u>Florida</u> COUNTY OF <u>Mamil-Oade</u>	
The foregoing instrument was acknow Kyle Clayfon the Vice Presiden F of ZOM DORAL He/She is personally known to me or has pro-	., LLC, on behalf of the limited liability company.
Witness my signature and official seal County and State aforesaid.	
JULIE COFFEY MY COMMISSION #FF022895 EXPIRES May 30, 2017 (407) 388-0183 FfordanciaryService.com	Oulu Copyly Notery Public-State of Florida Julie Coffey

My Commission Expires:

EXHIBIT A

Legal Description:

A portion of Tract "A", 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, more particularly described as follows:

COMMENCE at the Southwest corner of Section 22, Township 53 South, Range 40 East, Miami-Dade County, Florida; thence North 00° 00' 00" East as a basis of bearing along the West line of said Section 22, a distance of 418.30 feet; thence South 85° 39' 00" East, a distance of 43.07 feet to the POINT OF BEGINNING of the following described parcel of land and the beginning of a curve to the right (the following three (3) courses are along the East Right-of-Way line of NW 87th Avenue), a radial line to that point bears North 86° 46' 51" West:

THENCE 78.48 feet along the arc of said curve, said curve having a radius of 1869.86 feet, and a central angle of 02° 24' 17", to the point of intersection with a tangent line;

THENCE North 05° 37' 30" East along said line, a distance of 300.00 feet to the point of intersection with a tangent curve to the left;

THENCE 326.91 feet along the arc of said curve, said curve having a radius of 1949.86 feet and a central angle of 09° 36' 22", to the point of intersection with a non-tangent line, a radial line to that point bears North 86° 01' 08" East;

THENCE North 87° 45' 36" East along said line, a distance of 134.24 feet;

THENCE South 53° 14' 24" East, a distance of 200.00 feet;

THENCE South 01° 45' 36" West, a distance of 389.07 feet;

THENCE South 85° 38' 10" West, a distance of 104.38 feet;

THENCE South 07° 00' 00" West, a distance of 209.17 feet;

THENCE North 84° 22' 30" West, a distance of 40.66 feet;

THENCE North 85° 39' 00" West, a distance of 152.90 feet to the POINT OF BEGINNING.

City of Doral
Planning & Zoning Department
03/12/2015

Project Names

Bel Ary Estance Featore F.16#705-07 Maintenne Agreement