

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)

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### **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 features 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 features, and other good and valuable considerations hereby agrees as follows:

- (1) that said entrance features shall be erected and maintained substantially in compliance with plans entitled "Doral Modern By Terra Doral Commons Entry Signage Wall" prepared by Pascual Perez Kiliddjian, dated January 18, 2018, and on file with the City of Doral Planning and Zoning Department.
- (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.

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

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

Severability: 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 29 day of March, 2018.

**Witnesses:**

*Cristine E. Pacheco*  
Signature

Cristine E. Pacheco  
Print Name

*Magaly ZAFRA*  
Signature

Magaly ZAFRA  
Print Name

**TERRA DORAL COMMONS RESIDENTIAL, LLC**  
a Florida limited liability company

By: *David Martin*

Print Name: David Martin

Title: Manager

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 David Martin as the Manager of Terra Doral Commons Residential, LLC, on behalf of the limited liability company. He is personally known to me or has produced \_\_\_\_\_, as identification.

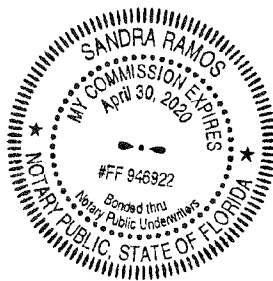
Witness my signature and official seal this 29 day of March, 2018 in the County and State aforesaid.

*Sandra Ramos*

Notary Public State of Florida

Sandra Ramos  
Print Name

My Commission Expires:  
4/30/2020



**EXHIBIT A****Legal Description:****TRACT A**

A PORTION OF TRACT A, "DORAL COMMONS RESIDENTIAL", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2 OF SAID PLAT; THENCE NORTH 88°16'47" EAST ALONG THE SOUTH LINE OF SAID LOT 1, ALSO BEING A NORTH LINE OF SAID TRACT "A" 38.51 FEET; THENCE SOUTH 00°54'06" WEST 31.67 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "A", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NW 74th STREET; THENCE NORTH 89°05'54" WEST ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE 8.67 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID TRACT "A" AND THE EAST RIGHT-OF-WAY LINE OF NW 104th AVENUE, BEING THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 87°22'41", FOR AN ARC DISTANCE OF 53.38 FEET TO A POINT OF NON-TANGENCY; THENCE NORTH 88°16'47" EAST 4.99 FEET TO A POINT ON AN EAST LINE OF SAID TRACT "A" AND THE WEST LINE OF SAID LOT 1; THENCE SOUTH 01°43'13" EAST ALONG SAID EAST LINE AND SAID WEST LINE 3.72 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1,096 SQUARE FEET (0.0251 ACRES), MORE OR LESS.

**TRACT E**

A PORTION OF TRACT "E", "DORAL COMMONS RESIDENTIAL", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

COMMENCING AT THE SOUTHWEST CORNER OF LOT 25, BLOCK 8 OF SAID PLAT; THENCE SOUTH 00°00'00" EAST 11.32 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "E" AND THE NORTH RIGHT-OF-WAY LINE OF NW 74TH STREET; THENCE SOUTH 89°43'35" WEST ALONG SAID SOUTH LINE AND SAID NORTH RIGHT-OF-WAY LINE 14.92 FEET TO THE POINT OF BEGINNING, BEING A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID TRACT "E" AND THE EAST RIGHT-OF-WAY LINE OF NW 102nd AVENUE, BEING THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 32.00 FEET, A CENTRAL ANGLE OF 86°41'26", FOR AN ARC DISTANCE OF 48.42 FEET; THENCE NORTH 88°16'20" EAST ALONG A LINE RADIAL TO THE LAST DESCRIBED CURVE 32.00 FEET; THENCE SOUTH 01°34'54" WEST 32.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 775 SQUARE FEET (0.00178 ACRES), MORE OR LESS

TRACT H

A PORTION OF TRACT H, "DORAL COMMONS RESIDENTIAL", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 171, PAGE 4 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

BEGINNING AT THE MOST WESTERLY SOUTHWEST CORNER OF LOT 26, BLOCK 20 OF SAID PLAT; THENCE NORTH 89°39'25" EAST, THIS AND THE FOLLOWING TWO (2) COURSES BEING ALONG THE BOUNDARY OF SAID LOT 26 AND THE BOUNDARY OF SAID TRACT "H" 35.00 FEET; THENCE SOUTH 00°20'35" EAST 14.00 FEET; THENCE NORTH 89°39'25" EAST 3.12 FEET; THENCE SOUTH 00°20'35" EAST 19.88 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "H", ALSO BEING THE NORTH RIGHT-OF-WAY LINE OF NW 74TH STREET, BEING TO THE BEGINNING OF A CIRCULAR NON-TANGENT CURVE CONCAVE SOUTHERLY FROM WHICH A RADIAL LINE BEARS SOUTH 02°18'19" WEST; THENCE WESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 7959.25 FEET, A CENTRAL ANGLE OF 00°08'14", FOR AN ARC DISTANCE OF 19.07 FEET TO A POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY; THENCE NORTHWESTERLY ALONG THE WEST LINE OF SAID TRACT "H" AND THE EAST RIGHT-OF-WAY LINE OF NW 98th PLACE, BEING THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 86°05'32", FOR AN ARC DISTANCE OF 37.56 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°44'24" WEST ALONG SAID WEST LINE AND SAID EAST RIGHT-OF-WAY LINE 11.80 FEET; THENCE NORTH 88°15'36" EAST 5.03 FEET TO A POINT ON AN EAST LINE OF SAID TRACT "H" AND THE WEST LINE OF SAID LOT 26; THENCE SOUTH 01°44'24" EAST ALONG SAID EAST LINE AND SAID WEST LINE 3.26 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA AND CONTAINING 1,266 SQUARE FEET (0.0291 ACRES), MORE OR LESS.