

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 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 "Doral Palms Townhomes (North)" prepared by Pascual Perez Kiliddjian and landscape plans prepared by Witkin Hults Design Group, date stamped received January 22, 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.

**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 20 day of January, 2015.

**Witnesses:**

[Signature]  
Signature

Miguel Freije  
Print Name

[Signature]  
Signature

Tracy Slavens  
Print Name

**TERRA ACON DORAL PALMS, LLC**  
a Florida limited liability company

By: [Signature]

Print Name: David Martin

Title: Manager

Address:  
2665 S. Bayshore Drive, Suite 1020  
Miami, FL 33133

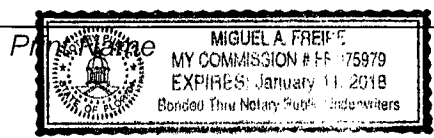
STATE OF Michigan - Dade / Florida  
COUNTY OF Michigan - Dade

The foregoing instrument was acknowledged before me by David Martin as the Manager of Terra Acon Doral Palms, LLC, on behalf of the limited liability company. He/She is personally known to me or has produced \_\_\_\_\_, as identification.

Witness my signature and official seal this 20 day of January, 2015 in the County and State aforesaid.

[Signature]  
Notary Public-State of \_\_\_\_\_

My Commission Expires:



**EXHIBIT A**

Legal Description:

*TRACTS 18 AND 19, FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO.1, IN SECTION 17, 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; LESS THAT PORTION OF SAID TRACTS 18 AND 19 LYING WITHIN THE EAST 250 FEET OF THE NORTHWEST 1/4 OF SAID SECTION 17. LYING AND BEING IN THE CITY OF DORAL, MIAMI-DADE COUNTY, FLORIDA.*

**JOINDER BY MORTGAGEE**

The undersigned, BANCO DE CREDITO E INVERSIONES, S.A., Miami Branch, the mortgagee ("Mortgagee") under that certain mortgage executed as of the 20<sup>th</sup> day of November, 2014 by Terra Acon Doral Palms, LLC, a Florida limited liability company and recorded in Official Records Book 29401, Pages 3259-3274 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Stormwater Covenant (the "Covenant") does hereby acknowledge that the terms of the Covenant are and shall be binding upon the undersigned and its successors in title.

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

Mortgagee makes no warranty or any representation of any kind or nature concerning the Covenant, 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 Owner contained in the Covenant. None of the representations contained in the Covenant 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 Covenant.

IN WITNESS WHEREOF, these presents have been executed this 19<sup>th</sup> day of February, 2016.

**WITNESSES:**

[Signature]  
Signature

[Signature]  
Printed Name

[Signature]  
Signature

[Signature]  
Printed Name

BANCO DE CREDITO E INVERSIONES, S.A.,  
Miami Branch

By: [Signature]

Print Name: M. Grisel Vega  
Title: GENERAL MANAGER

Address: 200 South Biscayne Blvd., Suite 2300  
Miami, Florida 33131

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 19<sup>th</sup> day of February, 2016, by M. Grisel Vega, as General manager of Bci miami, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
Notary Public - State of Florida  
Printed Name J. O. PATINO

