

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 Single Family Homes (South)", 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.

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 1 day of August, 2016.

**Witnesses:**

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

[Signature]  
Signature

By: [Signature]

Adam Adler  
Print Name

Print Name: David Martin

Title: Manager

[Signature]  
Signature

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

Michael D'Angelo  
Print Name

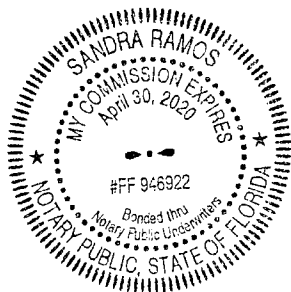
STATE OF Florida  
COUNTY OF Miami-Dade

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 1<sup>st</sup> day of August, 2016 in the County and State aforesaid.

[Signature]  
Notary Public-State of Florida  
Sandra Ramos  
Print Name

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, of the Public Records of Miami-Dade County, Florida, Lying and Being in the City of Doral, Miami-Dade County, Florida.

