CFN: 20210670681 BOOK 32728 PAGE 1988 DATE:09/10/2021 08:09:09 AM 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 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 POD V - Entrance prepared by MSA Architects Inc., electrical plans prepared by Franyie Engineers Inc., structural plans by McNamara-Salvia, Inc., and landscape lighting plans prepared by Architectural Alliance Landscape, date stamped received <u>May</u> 19, 2021
- (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>Equitable Remedies</u>. The remedy at law for a breach of the terms of this Agreement are inadequate and the parties agree and consent that temporary and permanent injunctive and other equitable relief may be granted in any proceeding which may be brought to enforce any provision hereof, including

within such equitable relief, specific performance, without the necessity of proof of actual damage or inadequacy of any legal remedy, and without the necessity of posting a bond.

<u>Further Assurances</u>. Each party agrees to perform all acts and execute all documents and other instruments reasonably necessary or appropriate to effectuate the intent and purposes hereof.

<u>Amendments</u>. This Agreement may be amended, modified or supplemented only by a written instrument executed by the parties hereto. The conduct of the parties without such a written amendment shall in no event constitute a modification of the terms hereof.

Attorney's Fees. In the event of any litigation arising by virtue or related to this Agreement, the prevailing party shall be entitled to a reasonable sum as and for his or its or their attorneys' fees plus court costs in such litigation.

<u>Survival</u>. All provisions hereof governing the rights of the parties after a termination and dissolution of this Agreement shall survive such termination and dissolution.

<u>Waivers</u>. No action taken pursuant to this Agreement, shall be deemed to constitute a waiver, by the party taking such action, of compliance with any representations, warranties, covenants or agreements contained herein. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach. No failure on the part of any party to exercise, and no delay in exercising, any rights, power or remedy by such party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

<u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior correspondence, agreements or understandings with respect to the subject matters hereof and no alteration, modification or amendment of this Agreement shall be binding unless same is reduced to writing and signed by all the Parties.

<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 acknow	ledged on this 10 day of August 2021.
Witnesses:	LMV II GRAND BAY POD V HOLDINGS, LP, a Delaware limited partnership
4	By: Lennar Multifamily BTC Venture GP Subsidiary, LLC, a Delaware limited liability company, its General Partner
	By: Lennar Multifamily BTC Venture Manager, LLC, a Delaware limited liability company, its Manager
Signature	Ву:
JAS.~ Grayan	Print Name: <u>John McCarley Davis</u>
Print Name	Title: Vice President
Signature Signature	Address: 701 NW 107 Avenue, Suite 400 Miami, FL 33172
Print Name	
STATE OF FLORIDA) ss: COUNTY OF MIAMI-DADE)	
Venture Manager, LLC, a Delaware limited I BTC Venture GP Subsidiary LLC, a Delaw	viedged before me by means of M physical presence vis as the Vice President of Lennar Multifamily BTC iability company, the manager of Lennar Multifamily are limited liability company, the general partner of P, a Dalaware limited partnership ("Company") on sonally known to me or who has produced as dentification.
	Print Name: UKI Notary Public, State of Florida.
	Commission #:55 781018 My Commission Expires: DCC 2 i 2022

JOINDER BY MORTGAGEE

The undersigned, Truist Bank, successor by merger to Suntrust Bank, the mortgagee ("Mortgagee") under that certain mortgage dated as of the 21st day of December, 2018 by LMV II Grand Bay Pod V Holdings, LP, a Delaware limited partnership and recorded in Official Records Book 31275, Page 1490 in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in 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 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 preserved, 2021.	nts have been executed this day of
WITNESSES:	Truist Bank
Signature Dedra Cason Printed Name	By:
Signature Heather Learn Printed Name	Address: <u>303 Peachtree Street NE</u> <u>Atlanta, Georgia 30308</u>
country of Water) ss:	
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this and day of physical presence or online notarization, this and day of physical presence or an online notarization, this physical presence or physical physical presence or physical presence or physical physical physical presence or physical physica	
Notary Public C	Wint Name: Vulle Willer Notary Public, State of Flerida NC Commission #: NIC My Commission Expires: Vine 24, 3023

EXHIBIT A

Legal Description:

A portion of Section 8, Township 53 South, Range 40 East, Miami-Dade County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said Section 8; thence North 01°43'29" West, along the West line of the Southwest 1/4 of said Section 8, for a distance of 730.21 feet: thence North 89°39'25" East, along the North line of the South 730.00 feet of the Southwest 1/4 of said Section 8, for a distance of 520.15 feet to the POINT OF BEGINNING of the hereinafter described parcel; thence continue North 89°39'25" East for a distance of 766.40 feet; thence North 01°43'43" West for a distance of 570.91 feet; thence North 46°41'36" West for a distance of 5.66 feet; thence North 01°43'43" West for a distance of 18.69 feet to a point of curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 39.00 feet, through a central angle of 90°00'00" for an arc distance of 61.26 feet to a point of tangency; thence South 88°16'17" West for a distance of 17.94 feet; thence North 46°45'15" West for a distance of 5.66 feet; thence South 88°16'17" West for a distance of 701.18 feet to a point on the Easterly line of a 170.00 foot wide Florida Power & Light easement, as described in Official Records Book 6142, Page 326, of the Public Records of Miami-Dade County, Florida; thence South 01°43'29" East, along the Easterly line of said 170.00 foot Florida Power & Light easement, for a distance of 618.07 feet to the POINT OF BEGINNING.