



CONSENT AGREEMENT

This stipulated Compliance Consent Agreement (“CCA” or “Agreement”) is entered into by and between VILLAGE AT DADELAND CONDOMINIUM ASSOCIATION, INC. (“Association”) of 7440 SW 82 Street Miami, Florida 33143, and Miami-Dade County Regulatory and Economic Resources Department Code Enforcement Division (“County” or “Division”) of 11805 SW 26th Street – Suite 230, Miami, Florida 33175; and shall serve to address the violations as listed in Exhibit A.

WHEREAS, the parcel identified by folio number 30-4035-047-0001 (“Subject Property”), and formally known identified by folio 30-4035-021-0010, is 20.59-acre lot within the Edge sub-district of the Downtown Kendall Urban Center District (“DKUC”), is located inside the Urban Development Boundary (“UDB”) and designated as Medium-high Density Residential on the Comprehensive Development Master Plan Land Use Plan Map (“CDMP”); and

WHEREAS, VILLAGE AT DADELAND CONDOMINIUM ASSOCIATION, INC., is a Florida not-for-profit corporation organized for the purpose of administrating the condominium known as Village at Dadeland Condominium as noted in the Declaration of Condominium recorded in Miami-Dade County’s Clerk of the Courts in the book and page 22886-4448; and

WHEREAS, Frances Eberhardt, is the President, Robert Diaz, is the Treasurer, and Ana Carvajal is the Secretary of VILLAGE AT DADELAND CONDOMINIUM ASSOCIATION, INC.; and

WHEREAS, on November 9, 2020, the Association’s former Board of Directors entered into an Amended Stipulated Agreement with the Division to comply with the 40-year recertification reports for 29 of the 37 buildings at the subject property. The agreement stated that the Association would obtain or cause to obtain permits for the repairs required by the 40-year recertification reports within 330 days of the signing of the Amended Stipulated Agreement; and

WHEREAS, permits were obtained for the repairs required by the 40-year recertification reports but approved final inspections were not obtained and to-date the permits remain expired;

WHEREAS, to-date the Association has failed to comply with the recertification requirements as outlined in the Code of Miami-Dade County (“Code”) section 8-11(f);

Comes now, VILLAGE AT DADELAND CONDOMINIUM ASSOCIATION, INC., who state and agree to the following:

1. We understand that this Agreement provides the Association with additional time to correct the violation(s) for which the Association has been cited without further penalty or enforcement actions relating to the violations indicated in this Agreement so long as the Association is not in default of any of the provisions of this Agreement.
2. The Association shall cure all violations of the Florida Building Code (“FBC”) in the following manner:
 - a. Within **thirty (30) days** of the execution of this Agreement, the Association shall submit a signed, written request to the Building Official to extend the expired permits as listed in Exhibit B and pay the required extension fees as provided by the Building Official **and** shall obtain all requisite permits within that **thirty (30) day** period; and

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- b. Within **one-hundred-twenty (120) days** of the execution of this Agreement, the Association shall submit signed complete permit applications including any after-the-fact permits—accompanied by the appropriate fees—to correct the various FBC violations at the subject property as listed in Exhibit A **and** shall obtain plan approval and all requisite permits within that **one-hundred-twenty (120) day** period; and
 - c. If during the plan review and approval process the Association is issued any requests for additional information regarding the permit applications and plan submittals or their applications or plans are rejected, the Association shall—**within fifteen (15) days** of receipt of any such request or denial—respond to said request and submit revised permit applications or related documents to the County for review or meet with County staff to discuss those items which resulted in the request for additional information or disapproval and shall submit revised permit applications or related documents to the County for review within **ten (10) days** of that meeting
 - d. Upon approval of the plans and the issuance of permits, the Association shall have **one-hundred-eighty (180) days** to correct all FBC violations at the subject property, including final inspection approval on all permits; and
 - e. Within **thirty (30) days** of the execution of this Agreement, the Association shall submit the required initial 50-year recertification reports as listed in Exhibit C **and** shall obtain approval for the required reports within **thirty (30) days** after obtaining approved final inspections on the required repairs permits stemming from the recertification reports.
 - f. Upon a showing of good cause and meaningful progress towards the resolutions of these violations, the Division will grant reasonable extensions to the deadlines set forth herein. The Association must submit its request for an extension of time prior to the expiration of the applicable deadline.
3. We understand that to obtain the required permits as outlined in Paragraph 2 of this Agreement, the Division will release any CVN holds related to the Violations listed in Exhibit A. However, this Agreement should not be construed as a waiver of the Division's right to enforce future violations of the Code and such future violations of the Code are not covered by the terms of this Agreement.
4. In exchange for this Agreement, we understand that the **penalties and liens** shall be reduced under an extreme-hardship standard, and payments shall be due in the following manner:
- a. Payments for the violations listed in Exhibit A and the payments for the recertification reports listed in Exhibit C shall be due within **ten (10) days** upon compliance with Paragraph 2 of this Agreement.
 - i. The Association agrees to pay, or cause to pay, the Division either the total lump sum of \$41,374.57 as a settlement in full for the violations listed in Exhibit A **or** the Association agrees to pay, or cause to pay, the Division the first installment payment of a total sum of \$3,447.88 to be paid in monthly installments and received by the Division by the tenth day of each month until the total sum of \$41,374.57 is remitted in full to the Division.

- b. Any and all said payments must be made payable to Miami-Dade County and mailed or delivered to the attention of Chaveli Moreno, Chief Enforcement Support and Special Services, Miami-Dade Department of Regulatory and Economic Resources Code Compliance Division, 11805 SW 26 Street, Suite 230, Miami, Florida 33175
5. We understand that the fees associated with the recertification reports are considered an on-going bill and as of the date of this agreement VILLAGE AT DADELAND CONDOMINIUM ASSOCIATION, INC owes a total \$21,675.24. Payments for the recertification reports are due immediately after the recertification reports have been approved and all, if any, permits related to the recertification reports have been obtained and finalized. A request for a reduction in fees for on-going bills for the recertification reports shall not be addressed until all recertification reports have been submitted and approved.
6. Failure of the Association to timely make any of the payments in accordance with the provisions of this Agreement and to correct the violation(s), in the manner and time allotted above, will be considered a default of this Agreement and shall entitle the Division to immediately rescind the payoff discount provided in Paragraph 5(a)(i) and collect the full original cumulative total amount of \$1,609,787.09, (representing the original penalties plus the full amount of continuing penalties accrued, and the recertification report costs) less any payments already made, PLUS any additional continuing penalties, costs, interest, and fees, which were temporarily withheld in consideration of the full performance of this Agreement, and that the total calculated amount will be due ***within five (5) days of written notification by the Division.***
7. We understand that should we or the Association be in default of this agreement then further enforcement action, including all legal remedies available to enforce compliance with the Code and/or to collect all penalties, fees, and costs due may be pursued by the County.
8. We further acknowledge that nothing has been offered or promised, other than that which is expressly stated herein, to induce me to enter into this Agreement or the Association's waiver of their right to a hearing, and likewise acknowledge that no threats have been made to coerce my waiver, and such waiver is made of my own volition and free will.
9. Nothing herein shall relieve the Association from future compliance with the requirements of the Code.
10. Everyone who signs this Agreement represents by signing it that each has fully reviewed the contents of this documentation, each understands the contents of the documentation, has had advice of counsel regarding the contents and legal effect of this documentation, is not relying on the representations of any other Party or the attorneys for the other Party in entering into this Agreement, executes this Agreement of his/her own free will and accord, and that each agrees to be fully bound by the terms and conditions of this Agreement, and that anyone signing this Agreement in a representative capacity has full authority to execute this Agreement in such representative capacity and to bind legally the Party for whom he or she signs.
11. For the consideration and promises made herein, the Associations, and their heirs, successors, and assigns, and any and all other persons, firms, corporations, or other entities who may claim by or through the Associations, release and forever discharge the COUNTY and its employees, officers, agents, successors and assigns, attorneys,

or otherwise, from any and all claims, causes of action, demands, disputes and rights of whatever nature and kind, known or unknown, that the Associations have or claim to have in the past or present against the COUNTY related in any way to the Subject Property, including the use of the property, and concerning the issues relating to the citations and the application of the FBC.

12. It is expressly understood that notwithstanding any provisions of this Agreement and the COUNTY's status as a party to this Agreement
- a. The COUNTY retains all of its sovereign prerogatives and rights and regulatory authority (quasi-judicial or otherwise) as a county or city under Florida law and shall in no way be estopped from or be liable for withholding or refusing to issue any approvals of applications for building, zoning, planning or development under present or future laws and regulations of whatever nature, which laws or regulations are or might be applicable to the planning, design, construction, development, or operation of any project on the Property, including but not limited to the rights, obligations, or prohibitions provided in section 8CC-7(d) of the Code of Miami-Dade County which provides that, "Notwithstanding any provision of this Code, no County or municipal officer, agent, employee or Board shall approve, grant or issue any operating permit, license, building permit, certificate of use and occupancy, municipal occupational licenses, platting action, or zoning action to any named Association with (i) unpaid civil penalties; (ii) unpaid administrative costs of hearing; (iii) unpaid County investigative, enforcement, testing, or monitoring costs; or (iv) unpaid liens, any or all of which are owed to Miami-Dade County pursuant to the provisions of the Code of Miami-Dade County, Florida;"
 - b. The COUNTY shall not by virtue of this Agreement be obligated to grant any approvals of applications for building, zoning, planning or development under present or future laws and ordinances of whatever nature applicable to the planning, design, construction, development, or operation of any project on the Subject Property; and
 - c. Notwithstanding and prevailing over any contrary provision in this Agreement, any COUNTY obligation that may be contained in this Agreement shall not bind the Board, the COUNTY's Department of Regulatory and Economic Resources or its successor department, or any other COUNTY, Federal, or State department or authority, committee or agency to grant or leave in effect any zoning changes, variances, permits, waivers, contract amendments, or any other approvals that may be granted, withheld or revoked in the discretion of the COUNTY or other applicable governmental agencies in the exercise of its police power.

13. No modification, waiver, amendment, discharge or change of this Agreement shall be valid, unless the same is in writing and signed by each and every Party.

The **Effective Date** of this Agreement shall be the date that this Agreement was signed by a representative of Miami-Dade County.

FOR PROPERTY OWNER(s) and ASSOCIATION(s)

FEberhardt
Association's / Property Owner's Signature

Frances Eberhardt, as President for VILLAGE
AT DADELAND CONDOMINIUM
ASSOCIATION, INC.
Print Name

Frances Eberhardt, 3/9/23
Date Signed

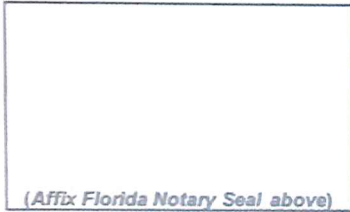
State of Florida
County of Miami-Dade

The foregoing Compliance Consent Agreement was acknowledged before me by means of (how the individual appeared check one):

☒ physical presence ☐ online notarization this 9 day of March, 20 23.
(date) (month) (year)

by Frances Eberhardt
(Name of individual)

Individual identified by: ☒ personal knowledge ☐ satisfactory evidence _____
(type)



Lissette C. Arencibia
(Signature of Notary Public)

Lissette C. Arencibia
(Typed, printed, or stamped name of Notary Public)



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Initials ic

[Signature]
Association's / Property Owner's Signature

Robert Diaz, as Treasurer for VILLAGE AT
DADELAND CONDOMINIUM ASSOCIATION,
INC.

Print Name

ROBERT DIAZ 3-9-23
Date Signed

State of Florida

County of Miami-Dade

The foregoing Compliance Consent Agreement was acknowledged before me by means of (how the individual appeared check one):

☐ physical presence ☐ online notarization this 14th day of March, 2023
(date) (month) (year)

by Robert Diaz
(Name of individual)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence FL DL
(type)



[Signature]
(Signature of Notary Public)

Ivet Llerandi
(Typed, printed, or stamped name of Notary Public)

Initials [Signature]
Initials IC

[Signature]
Association's / Property Owner's Signature

Ana Carvajal, as Secretary for VILLAGE AT
DADELAND CONDOMINIUM ASSOCIATION,
INC.

Print Name

Ana Carvajal
Date Signed March 9-2023

State of Florida

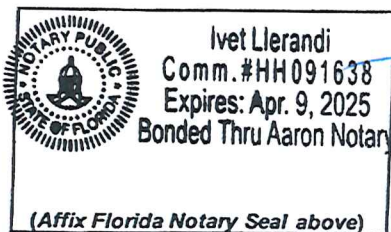
County of Miami-Dade

The foregoing Compliance Consent Agreement was acknowledged before me by means of (how the individual appeared check one):

☐ physical presence ☒ online notarization this 14th day of March 2023
(date) (month) (year)

by Ana Carvajal
(Name of individual)

Individual identified by: ☐ personal knowledge ☒ satisfactory evidence SL 51695428 (Colombia)
(type)



[Signature]
(Signature of Notary Public)

Ivet Llerandi
(Typed, printed, or stamped name of Notary Public)

FOR MIAMI-DADE COUNTY

[Signature]
Ingrid Castillo
Legal Liaison
Code Compliance Division
Miami-Dade County Department of Regulatory
and Economic Resources

3/22/2023

Date Signed

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EXHIBIT A

Active Citation Numbers

30-4035-047-0001	
CASE#	CITATION
A2007002165-X	B010383
20070108371-B	B009789
20070108373-B	B009790
20150173882-B	P022323
20070108375-B	B009788
20110147055-B	P007577
2006097722-B	B009784
A2008004739-X	B064055
20070113259-B	B034954
20160177980-B	P025948
	P025949
2005034486-B	970546
20120148792-B	P017337
20120148793-B	P010336
20120148795-B	P017338
20120148800-B	P017340
A2007002203-X	B010382
20100138300-X	P006170
201503007026	T056918
A2014001891-X	P016683
2006099222-B	B009791
A2015003232-X	P018376
A2014001463-X	P017274
A2018000028-X	P023688
A2018000120-X	P023687
A2014001603-X	P017019
20120148790-B	P013501
A2018000137-X	P023686
A2014001619-X	P017020
20200205329-B	P036225
20210207829-X	P036861
A2018000050-X	P023689
A2014001812-X	P016991
20120148791-B	P010335
A2017003458-X	P023251
20160180736-B	P025958
20120148798-B	P017339
20120148799-B	P010337
A2014002641-X	P017005
20140168489-B	P016627
20210211467-X	P037087
A2014002591-X	P017008
A2017003871-X	P023693
A2014002639-X	P017006
20120148778-B	P010334
20070113143-B	B027236
A2014002729-X*	P017003

30-4035-021-0010	
CASE#	CITATION
20070113074-B	B043561
	B043562
	B043563
	B043564
	B043565
	B043566
	B043567
	B043568
	B043570
	B043571
	B043572
	B043573
	B043574
	B042873
	B042874
	B042871
	B043552
	B042875
	B043551
	B043553
	B043554
	B043555
	B043556
	B043557
	B043558
	B043559
	B043560
A2007000661-X	B005263
A2007000945-X	B005264
2006051116-B	979013

Exhibit B
Expired Permits Eligible for Extensions

Permit Number

- a. 2021064518
- b. 2007085806
- c. 2021064515
- d. 2021010554
- e. 2021004629
- f. 2021004631
- g. 2021004633
- h. 2005096927
- i. 2009049128
- j. 2013053020
- k. 2020007700
- l. 2013013072
- m. 2020069628
- n. 2020068624
- o. 2020007704
- p. 2021064518
- q. 2021064516
- r. 2021064517
- s. 2021004629
- t. 2021004631
- u. 2020069628
- v. 2020069886
- w. 2020068624
- x. 2020007704

Exhibit C
Pending Recertification Reports

40-Year Case

F2009109626-U
F2009109627-U
F2009109628-U
F2009109629-U
F2009109630-U
F2009109631-U
F2009109633-U
F2009109634-U
F2009109635-U
F2009109636-U
F2009109637-U
F2009109638-U
F2009109639-U
F2009109640-U
F2009109641-U
F2009109642-U
F2009109643-U
F2009109644-U
F2009109645-U
F2009109646-U
F2009109647-U
F2009109648-U
F2009109649-U
F2009109650-U
F2009109651-U
F2009109652-U
F2009109653-U
F2009109654-U
F2009109655-U

50-Year Case

F2018005014-U
F2018005015-U
F2018005016-U
F2018005017-U
F2018005022-U
F2018005023-U
F2018005024-U
F2018005025-U
F2018005041-U
F2018005019-U
F2018005020-U
F2018005021-U
F2018005018-U
F2018005031-U
F2018005033-U
F2018005030-U
F2018005026-U
F2018005032-U
F2018005027-U
F2018005028-U
F2018005029-U
F2018005040-U
F2018005039-U
F2018005038-U
F2018005034-U
F2018005035-U
F2018005036-U
F2018005037-U