

COMPLIANCE AGREEMENT AND DECLARATION OF RESTRICTIVE COVENANTS

Case Nos.: # 19991-032503, 2000-107725, 2001-002249, B2005-2564 and B2012-0504

Addresses: 8821 NW 153rd Terrace, Miami Lakes, Florida

Legal Descriptions: Lot 16 and 17, in Block 1, of Alameda North, According to the Plat thereof, as recorded in Plat Book 136, at Page 79, of the Public Records, of Miami-Dade County, Florida. Both Properties have been joined pursuant to a Unity of Title recorded on November 18, 1999, in Official Records Book 18867, at Page 4735, of the Public Records of Miami-Dade County, Florida. (hereinafter, the "Real Property")

Owner: Mr. Rody Blanco and Mrs. Jenny Del Pino

This Compliance Agreement (hereinafter the "Agreement"), and this Declaration of Restrictive Covenants (hereinafter "the Covenant") running with the lands described and indicated above, entered into this ____ day of: _____, 2019, by: **RODY BLANCO and JENNY DEL PINO** (the "Owner") and the **TOWN OF MIAMI LAKES, FLORIDA** (hereinafter the "Town") (collectively, the "Parties"), in reference to the above-mentioned property (hereinafter, the "Property").

PREAMBLE

WHEREAS, the Owner desires to make a voluntary binding commitment to assure that the Property shall be in compliance with the provisions of the Town of Miami Lakes, Florida, Code of Ordinances, as amended; and

WHEREAS, the Owner wishes to bring the Property into compliance; and

WHEREAS, the Owner and Town remain in dispute as to the use of the Property as a residential home for individuals in temporary rehabilitation programs, specifically without the necessary improvements and additions in order to make this property in compliance with the Town Code.

NOW THEREFORE, the Owner voluntarily and knowingly covenants and agrees to be bound by the terms listed herein and that the properties described and indicated above shall be subject to the following restrictions that are intended and which shall be deemed to be covenants running with and touching the lands described above, as well as binding upon the current Owner and its successors and/or assigns as follows:

SECTION 1. RECITALS. The recitals and findings set forth in the Preamble of this Agreement and Restrictive Covenant are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

SECTION 2. EFFECTIVE DATE. The provisions of this Agreement shall become effective upon signature of the parties.

SECTION 3. TERMS. The Owner agrees that the Property was in violation of the Town Code and, as determined by the Town, the Owners acknowledge their obligation to pay civil penalties and correct existing violations. Subsequently, the Owner and Town agree to the following terms:

- a. For purposes of this agreement, long-term shall mean a period of six (6) months or more.
- b. For purposes of this agreement, short-term shall mean any period less than six (6) months.
- c. All violations identified in Case Nos. **1991-032503, 2000-107725, 2001-002249, B2005-2564 and B2012-0504** are currently in compliance, as of the execution of this Agreement;
- d. By no later than December 15, 2019, the Owner agrees to the following:
 - i. Terminate certain lease agreement with tenants occupying the Real Property, also known as Florida Life Recovery and Rehabilitation, LLC;
 - ii. Use home as their homestead, or lease property to tenant(s) for a term to exceed six (6) months or longer;
 - iii. Covenant that the home will not be used for any commercial or short-term dormitory purposes, including but not limited to group homes, assisted living facility, nursing, health care, rehabilitation centers;
 - iv. If needed, execute and record a separate and binding covenant to ensure future compliance with this agreement by successor owners of Real Property.
- e. Owner accepts responsibility for the aforementioned code violations and the Town's jurisdiction to impose civil penalties, lien the Real Property for outstanding unpaid code violations and the Town's remedy to foreclose on said unpaid violations if necessary; and
- f. Upon execution of this Agreement, the Town agrees to release all claims and liens related to Case Nos. 1991-032503, 2000-107725, 2001-002249, B2005-2564 and B2012-0504, and specifically as imposed pursuant to Case No. C2018-0812 before the Town's Hearing Officer on July 16th, 2018 – **Bankruptcy language to be included -** ;
- g. Upon execution of the Agreement, the Owner agrees compose and remit a letter via certified return receipt mail to the current tenants of the Real Property, Florida Life Recovery and Rehabilitation, LLC, advising them that their lease will not be renewed or extended; and

- h. The Code Compliance Cases for Case Nos. 1991-032503, 2000-107725, 2001-002249, B2005-2564 and B2012-0504 shall remain open with existing fines open until compliance with the terms of this Agreement have been met as noted in Section 3(c) and 3(d) above; and
- i. In consideration for compliance with Items 3(c) – 3(d) herein, as certified by the Town of, the Town agrees to vacate all fines associated with the aforementioned cases; and
- j. Owner agrees to disclose this agreement to potential buyers and provide the Town with documentation of the buyer's receipt at least 10 business days before the closing of the sale; and
- k. This Agreement and Covenant shall remain in full force and effect and shall be binding upon the Owner, its successors and assigns from the date executed unless amended or vacated by the Parties.

SECTION 4. ACCESS. The Owner hereby agrees that any official inspector of the Town shall have the right any time to enter and investigate the use of the Property described above to determine whether or not the conditions of this Covenant are being met and for purposes of performing compliance inspections during the pendency of this case or to take corrective actions as deemed necessary by the Town, to address immediate life and safety concerns.

SECTION 5. EXTENSIONS/MODIFICATIONS. No extension of the timeframes set forth by this Agreement shall be allowed without the express written consent of the Town Manager or Town Manager's designee. Should there be a dispute between the parties regarding the granting of an extension, such issue shall go before the Town's Special Magistrate for a decision. This Covenant may be modified or amended as to any portion of this agreement by a written instrument executed by the Owner and the Town. Should this instrument be modified, amended or released, the Owner shall execute a written instrument in recordable form to be recorded in the Public Records of Miami-Dade County, FL, effectuating and acknowledging such modification, amendment, or release.

SECTION 6. COMPLIANCE. By signing this Agreement, the parties certify they have read and fully understand it. Failure to comply with any of the terms of this Agreement will authorize the Town Manager to reinstate all code enforcement fines as if no stay of fines had been entered relative to the violations described herein; or to impose additional fines of \$250 per day for non-compliance as found by the Special Master, which fines shall constitute a lien on the Property. If Owner fails to comply with the terms set forth in this document, the Town reserves the right to seek all remedies available under the law, including foreclosure of real-property. – **Bankruptcy language to be included -**

SECTION 7. NOT TRANSFERABLE. This document is not transferrable without the express written consent of the Town Manager.

SECTION 8. RECORDING. This Agreement and Restrictive Covenant and any Addendum shall be filed and recorded in the Public Records of Miami-Dade County, FL, upon execution by the parties.

The recording of this Agreement will constitute constructive notice to all concerned. This Agreement shall run with and bind the Property and all future owners of any portions thereof.

SECTION 9. INSPECTION AND ENFORCEMENT. This Agreement may be enforced by any means provided by law. An enforcement action may be brought by the Town by action in law or in equity against any party or person violating or attempting to violate any covenants of this Agreement, either to restrain violations or to recover damages.

SECTION 10. SEVERABILITY. Invalidation of any one of the provisions of this Agreement and Covenant by judgment of Court shall not affect any of the other provisions of this Agreement and Covenant, which shall remain in full force and effect.

SECTION 11. MISCELLANEOUS PROVISIONS. This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the parties shall be in Miami-Dade County, Florida. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial. Title and paragraph headings are for convenient reference and are not a part of this Agreement. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing. This Agreement constitutes the sole and entire agreement between the parties hereto.

[SIGNATURE PAGES TO FOLLOW]

The following representatives hereby acknowledge that they are duly authorized to enter into this Agreement and bind their respective agents.

Signed, witnessed, executed and acknowledged on this _____ day of _____, 2019.

Witnesses:

RODY BLANCO & JENNY DEL PINO:

Signature

Print Name

By: _____

Signature

Print Name

Signature

Print Name

By: _____

Signature

Print Name

STATE OF FLORIDA
COUNTY OF MIAMI-DADE COUNTY

The foregoing instrument was acknowledged before me by Rody Blanco and Jenny Del Pino.

_____ is ☐ personally known to me or ☐ has produced _____
_____ as identification, and _____ who did take an oath and
_____ is ☐ personally known to me or ☐ has produced _____
_____ as identification and who did take an oath.

Witness my signature and official seal this ____ day of _____ 2019, in
the County and State aforesaid.

Notary Public State of Florida

Signature

My Commission Expires:

Print Name

MAYOR
TOWN OF MIAMI LAKES

APPROVED AS TO LEGAL
SUFFICIENCY:

TOWN ATTORNEY
TOWN OF MIAMI LAKES

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by _____. He
is ☐ personally known to me or ☐ has produced _____ as identification and
who did take an oath.

Witness my signature and official seal this ____ day of _____ 2019, in the County and State
aforesaid.

Notary Public State of _____

My Commission Expires:

Print Name

DRAFT