



URGENT AND IMPORTANT
BOARD OF DIRECTORS' COMMUNICATION

October 6, 2023

Ref. 30 years Re-certification / Buildings 8100-8120-8160-8180 Geneva Way and Building 8205 Lake Dr.

Dear Unit Owner(s):

We hope this letter finds you well. As members of Las Vistas at Doral Condominium Association, Inc., we strive to maintain a safe and welcoming living environment for all residents. It is our duty to ensure that our condominium buildings comply with all relevant regulations and remain structurally sound.

In this regard, we would like to inform you that the City of Doral Building Department, under Section 8-11(f) of the Code of Miami-Dade County, has required that the above-referenced condominium buildings be inspected for the purpose of determining the general structural condition of the building and the general condition of its electrical systems. These inspections are an essential part of safeguarding the structural integrity and safety of our buildings.

As part of our efforts to comply with the City and County requirements, we must submit a written Recertification Report prepared by a Florida Registered Professional Engineer or Architect, certifying that each building is structurally and electrically safe for continued occupancy.

Failure to submit the required report will result in the issuance of a Civil Violation Notice or Notice to the Unsafe Structures Unit. In that unwanted scenario, we could be liable per building up to a fine of \$10,510.00, plus all enforcement costs incurred by the aforementioned department.

Required report covers the inspection of:

1) All common areas and structures of each building including roofs, stairs and handrails, elevators, parking lot illumination and electrical rooms among others.

2) ***Each unit.*** The following items will be inspected during the Recertification (included but not limited to): **Electrical issues:**

1. All electrical outlets shall be properly working, no broken &/or missing covers, no holes &/or gaps around.
2. All electrical switches, shall be properly working, no broken &/or missing covers, no holes &/or gaps around.
3. All electrical disconnect shall be properly working, no broken &/or missing covers, no holes &/or gaps around.

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4. All electrical lights shall be properly working, no broken &/or missing covers, no holes &/or gaps around.
5. Balcony: all electrical outlet shall be GFCI electrical outlet and shall be water proof (shall have a approved water proof cover).
6. Bathrooms: all electrical outlet shall be GFCI electrical outlet.
7. Kitchen: all electrical outlets shall be GFCI electrical outlets.
8. Electrical panel: shall have covers, fuses or breakers on each empty space for them.
9. Electrical panel: shall be accurately labeled, reflecting the actual circuits serving the premises.
10. Electrical panels shall have three feet clearance in front of them.
11. Electrical panels shall be properly metal covered, no holes &/or gaps around.
12. All apartments shall have a smoke detector at each sleeping unit (bedroom) as well as one (1) more smoke detector at corridor, living area, foyer, dining room or living area close to the bedrooms. *[One Bed Room unit = 2 smoke detectors; Two Bed Room unit = 3 smoke detectors]*
13. Electrical extension chords more than 3ft shall be replaced for a permanent electrical fixture.

Please keep in mind that it is your responsibility to verify that each and every item is properly repaired and or in good condition. Accordingly, *you must submit to the administration before November 19, 2023, a signed certification from a licensed electrical or general contractor which indicates the date of the inspection and unit address complies with the electrical unit's safety for the 30 years re-certification . It must be sent to: fco@vistasatdoral.com*

It is important to note that unit owners are responsible for the maintenance and upkeep of their individual units. Failure to address identified deficiencies may result in fines or penalties from the City of Doral or Miami-Dade County. Moreover, neglecting maintenance can lead to costly repairs down the road.

If the owner of a unit is 100% certain that his or her unit complies with all the electrical checklist items indicated above, a signed certification of the owner is acceptable and must be sent from his email registered at the administration to fco@vistasatdoral.com. (*Sample Certification is found in our website*)

Please remember that your contractor must submit in advance: (1) your authorization to perform the work, (2) Liability Insurance with certificate holder Las Vistas at Doral Condominium Association, Inc., (3) Current Workers Compensation insurance or Exemption and, (4) Indemnification Agreement Signed by contractor.

Package can be downloaded from our website : [www.vistasatdoral.com /documents](http://www.vistasatdoral.com/documents) and sent to fco@vistasatdoral.com

We will inform you in November of the date your unit will be inspected by the authorized Miami-Dade County Engineer / Company that will be verifying the safety of your unit.

It is very important that you know that *If your unit is NOT in compliance* and this delays the Re-Certification of the Building, all costs that the administration incurs will be transferred to you and all

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necessary legal actions will be taken to recuperate it in accordance with our condominium governing documents.

We emphasize the importance of cooperation and communication during this inspection process. If you have any questions or concerns regarding the upcoming building inspections, please do not hesitate to contact the administration at your convenience.

Your cooperation ensures that our condominium buildings remain a safe and compliant place to live, and we appreciate your commitment to the well-being of our community.

Thank you for your attention to this matter. We look forward to your cooperation during the upcoming inspections.

Note: We have cc your current tenant (if any) for its awareness of this mandatory information.

Respectfully,

Board of Directors
Las Vistas at Doral Condominium Association, Inc.



Note: In case you do not have G.C. or Electrician you may call the administration to request a list of companies which have performed works to a unit(s) in the condominium.



30 YEARS RE-CERTIFICATION PACKAGE REQUIREMENTS

- Modification form duly filled and signed by both Contractor and Owner
- Liability Insurance with certificate holder *Las Vistas at Doral, 8140 Geneva Ct, Doral, Fl 33166* (Current)
- Workers Comp or Exemption (Current)
- Indemnification Agreement (Filled & Signed)

YOU MUST SUBMIT THIS FULL PACKAGE DULY FILLED, SIGNED AND NOTARIZED (when applicable) TO fco@vistasatdoral.com from your registered email on Association's records.

LISTA DE DOCUMENTOS REQUERIDOS RE-CERTIFICACION DE 30 AÑOS

- Seguro de Responsabilidad Civil al día (Liability Insurance) a nombre de Las Vistas at Doral.
- Licencia de Negocio del Estado de la Florida (Florida Business License) al día
- Seguro de compensación al trabajador (Workers Comp) o Exención (Exemption) al día
- Acuerdo de Indemnización (Indemnification Agreement) llenado y Firmado

DEBE ENVIAR ESTE PAQUETE COMPLETO DEBIDAMENTE LLENADO, FIRMADO Y NOTARIADO (cuando aplique) A fco@vistasatdoral.com desde su dirección registrada en los récords de la Asociación.

CERTIFICATE INSURANCE HOLDER/ CERTIFICADO DE SEGURO A NOMBRE DE:

Las Vistas at Doral Condominium
8140 Geneva CT.
Doral, FL 33166



LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC.

OWNER AUTHORIZATION TO CONTRACTOR (FLA. Licensed General Contractor or Professional Electrician) TO VERIFY IN UNIT: _____

ELECTRICAL CHECKLIST FOR 30 YRS RE-CERTIFICATION.

The undersigned hereby authorizes the licensed contractor indicated at the General Release form, to perform the necessary electrical checklist in my unit to be in compliance with the 30 years re-certification safety standards – BOD letter dated October 6, 2023.

AUTHORIZATION IS SUBJECT TO THE FOLLOWING CONDITIONS:

1. No vehicles are allowed off paved surfaces unless prior written approval is obtained from management.
2. Any damage that may result from the actions of a contractor is the sole financial obligation of the unit owner.
3. In the event damages occur as a result of the alteration, the Association and Management reserve the right to take legal action against the unit owner for any recovery and all the expenses that may be incurred by them as a result of damages resulting from the alteration/modifications including, but not limited to the reimbursement of all legal fees and court costs expended on behalf of the Association, regardless of the findings of the court.
4. The Unit owner's contractor is responsible for removing all debris from the property. Construction debris **may not** be disposed of in any Association Waste Receptors.
5. All work must be done by licensed professionals who provide insurance and license information and have listed the association as an additional insured.
6. The Association and its administration shall not be responsible for any damage whatsoever to structures or other components attached to the exterior of the home. Owner, their successors and assigns, assumes all risk.
7. The unit owner is responsible for ensuring that the contractor secures all necessary building permits (if any), and the modification meets all zoning requirements, to include building setbacks.
8. The indemnification and hold harmless provisions herein shall survive the completion of

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any work approved and authorized pursuant hereto, and further, shall obligate the undersigned to reimburse the Association and its administration for all costs, expenses and attorneys' fees which may be expended with regard to any claim arising out of said alteration, modification or change.

9. WORK SCHEDULE ONLY MON – FRI, 9:00 AM TO 5:00 PM. [NO SATURDAYS, NO SUNDAYS, NO HOLIDAYS]

Unit Owner (name) : _____

Property Address: _____

Telephone: _____

Signature: _____

Date: _____



GENERAL RELEASE

1. Contractor Name: _____
(Copy of Driver's License)
2. Name of Company: _____
(Certificate of Insurance for Las Vistas at Doral Condominium Association, Inc.)
3. Name of Property Owner or person requesting job: _____
4. Address where job is to be done: _____
5. Type of Repair: _____
6. Is a City Permit required: _____

(If yes, Copy of Permit is necessary)

By executing this General Release and covenant not to Sue (Hereinafter Release), I, the Contractor named above under Item #1 (hereinafter "**THE CONTRACTOR**") and the company I work for named above under Item # 2 do settle, compromise, and reach accord and satisfaction upon each and every commission, claim, every and all actions, causes of action and liabilities of any kind, whether known or unknown, which might occur as a result of the work ordered by the property owner for the above mentioned property (hereinafter "**THE PROPERTY**") within Las Vistas at Doral Condominium Association, Inc., (Hereinafter "**THE ASSOCIATION**") and/or any of its affiliated or interrelated companies and/or their officers, directors, managers, supervisors, employees, attorneys, agents, and the successors and assigns.

1. THE CONTRACTOR assumes all responsibility and liability and unconditionally releases and discharges **THE ASSOCIATION**, its attorneys, managers, affiliates and assigns, from all claims, actions, causes of action, and liabilities which may occur in connection with the work to be done or associated with my visit to **THE PROPERTY** and forever covenants not to sue or bring claim against **THE ASSOCIATION**, its attorneys, manager, affiliates nor to authorize anyone to file suit on his/her behalf with respect to any claims, actions, causes of action, or liabilities of any kind, which is in any way related to **THE PROPERTY**.

2. THE CONTRACTOR represents that he is fully licensed and insured to conduct the type of work stated above and that he has been authorized to do the work by the unit owner and assumes all liability associated with the same. Furthermore, **THE CONTRACTOR** has caused a



CERTIFICATE of INSURANCE to be issued naming **THE ASSOCIATION** as beneficiary.

3. The parties agree that this Release may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Release, and also agree that this Release shall not be used for any other purpose. In the event of litigation due to breach of this agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
4. This Release represents the complete understanding between the parties and no other promises or agreements shall be binding unless signed by these parties.
5. This Release is governed by the laws of the State of Florida.
6. The undersigned has agreed, voluntarily and knowingly, to this General Release of all claims and covenant not to sue and promises to indemnify **THE ASSOCIATION** in the event of any loss associated with his/her visit to **THE PROPERTY**.

Contractor's Signature

Contractor's initials



CONTRACTOR INDEMNIFICATION AGREEMENT

Contractor Name		
Address		City, State Zip Code
Teleph one	E-mail	License Number

The Contractor shall, to the fullest extent permitted by law and its own cost and expense, defend, indemnify and hold LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC. whose address is 8140 Geneva Court, Doral, Florida, 33166 (hereinafter referred to as the “Association”), its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including attorney’s fees, witnesses’ fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/ or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the Contractor or any subcontractor. The foregoing indemnity shall include injury or death of any employee of the Contractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.

The Contractor hereby agrees that any damage to the Common Elements (i.e., hallway floors, walls, doors, elevators, etc.) or to any other units must be repaired immediately. In the event that the Contractor does not repair such damage and the Association repairs such damage, the Association shall be able to pursue the Contractor for such damages, in addition to any remedy the Association may have against the owner of the unit.

The Contractor hereby agrees to name the entity listed below as additional named insured under its/their insurance policies with the required amounts of coverage with respect to work done in the Association and Contractor further agrees that it/they shall not be allowed to perform any work at the Association until it/they have provided the Association with sufficient evidence of the loss/payee endorsement to the Association. Contractor also agrees that its insurance carriers shall waive their rights of subrogation with respect to the entity listed below:

LAS VISTAS AT DORAL CONDOMINIUM ASSOCIATION, INC.

Contractor hereby agrees that it shall be responsible for supplying its own safe and adequate tools and equipment, including ladders, scaffolding, or other similar equipment, and shall provide adequate training for its employees in order to undertake the contemplated work.

Agreed To By (Print Name): _____

Agreed to by (Signature): _____

Title: _____

Contractor Corporate Name: _____

Date: _____



[USE THIS FORM "ONLY" IF UNIT'S OWNER IS 100% CERTAIN UNIT COMPLIES WITH ALL THE ELECTRICAL CHECK LIST – COMMUNICATION DATED OCT 6TH, 2023]

OWNER CERTIFICATION OF COMPLIANCE WITH THE ELECTRICAL CHECK LIST OF SAFETY STANDARDS BOD COMMUNICATION FOR 30 YRS RE-CERTIFICATION.

DATE: _____

Property address: _____ DORAL, FL 33166

The undersigned states the following:

- 1. I am the registered Owner of the above property, located at Las Vistas at Doral Condominium.**
2. On this _____ day of _____, 20____, I measured the electrical condition of the above referenced unit according to the check list of items to be inspected contained in the BOD 30 yr Re-certification communication.
3. The undersigned is 100% certain of the good electrical condition of the above referenced unit and that such unit is in full compliance with the electrical check list contained in the BOD 30 yr Re-certification communication.

Print Property Owner's Name

Signature of the Property Owner

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____, by _____, who is [] personally known to me or [] has produced his driver's license as personal identification and who did [] did not [] take an oath.

Notary Public, State of Florida
My Commission Expires on: _____
Print Name: _____

NOTE: This form must be completed and emailed to fco@vistasatdoral.com from your registered mailing address on association's records.



PROFESSIONAL CERTIFICATION OF COMPLIANCE WITH THE ELECTRICAL CHECK LIST OF SAFETY STANDARDS BOD COMMUNICATION FOR 30 YRS RE-CERTIFICATION.

DATE: _____

Property address: _____ DORAL, FL 33166

The undersigned states the following:

Circle one

- I am a Florida registered Professional Electrician/General Contractor with an active license (License Number: _____). Attached License
- On this _ day of _____, 20____, I verified the electrical condition of the above referenced unit according to the check list of items to be inspected contained in the BOD 30 yr Re-certification communication dated Oct 6th, 2023.
- The undersigned is 100% certain of the good electrical condition of the above referenced unit and that such unit is in full compliance with the electrical check list contained in the BOD 30 yr Re-certification communication.

Print Name

Signature

NOTE: This form must be completed and emailed to fco@vistasatdoral.com from your registered mailing address on association's records.

FROM LAS VISTAS AT DORAL GOVERNING DOCS

9. Additions, Alterations, or Improvements by Unit Owner.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the, Association Property, the Unit or any structural addition, alteration or improvement in or to his or her Unit or any Limited Common Element which is visible from any other Unit, the Common Elements and/or the Association Property, without, in each instance, the prior written consent of the Board of Directors of the Association. Without limiting the generality of this Subsection 9.1, **no Unit Owner shall cause or allow improvements or changes to his or her Unit**, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems, or any landscaping or drainage, of any portion of the Condominium Property, **without first obtaining the written consent of the Board of the Association.** The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workers, establishing permitted work hours, and requiring the Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's

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review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

17.4 Alterations. Without limiting the generality of Subsection 9.1 hereof, but subject to Section 11 hereof, **no Unit Owner shall cause or allow improvements or physical or structural changes to any Unit,** Limited Common Elements appurtenant thereto, Common Elements or Association Property, **including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring, or plumbing systems, installing, television antennae, satellite dishes, electronic devices, transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in Subsection 9.1 hereon.** Curtains, blinds, shutters, levelers, or draperies (or linings thereon which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owner with items acceptable to the Association.