

EAGLE NEST CONDOMINIUM ASSOC, INC

APPLICATION FOR OCCUPANCY

New residents (owners and/or tenants) are required to complete and submit this application to obtain Association approval at least fifteen (15) business days prior to the proposed occupancy date.

GRS MANAGEMENT, INC
15280 NW 79TH COURT, SUITE 101
MIAMI LAKES, FL 33016
PHONE 305-823-0072
FAX 305-823-4888

To avoid delays in processing, **all applications must be submitted to EAGLE NEST CONDOMINIUM ASSOC, INC**. Every form must be completed in its entirety, be accurate, and be signed by all required parties. All required supporting documentation and applicable fees must be submitted with the application.

Incomplete, applications will not be accepted or processed until all required information, documentation, is received. Please print legibly using **black or blue ink**.

Incomplete applications will be automatically canceled thirty (30) days after the date of submission date. All application fees are non-refundable.

The following must be included with the application:

_____ Application processing fee of \$150.00 for legally married couples. Any other applicant over 18 years of age must pay an additional \$150.00 per applicant. Made payable to: **GRS Management, Inc. (Cashier's check or money order only) - Application fees are non-refundable.**

_____ **Sales Only:** A completed Estoppel Request must be submitted prior to closing. Pursuant to Section 718.116, Florida Statutes, the Association or its authorized agent will issue the estoppel certificate within ten (10) business days after receipt of a written request and the applicable statutory fee. Payment must be made by cashier's check or money order payable to **GRS Management, Inc.** The current fee is **\$250.00 for standard processing service (issued within 10 business days and \$350.00 for expedited service (issued within 3 business days. An additional \$150.00 if the account is in collection.**

_____ **Rentals Restriction:** Applications will not be approved if there are any outstanding assessments, fees, fines, or other amounts due to the Association.

_____ **Rentals Only: Rental Restriction:** Owners must hold title to the unit for at least one (1) year before leasing. In addition, rentals are permitted only while the community's rental occupancy remains below thirty-three percent (33%) (20 units), in accordance with the 2004 Amendment. Management has been advised that this amendment has not been enforced pursuant to a Board motion adopted in 2020

_____ **Rental Restriction:** Owners must hold title to the unit for at least one (1) year before leasing. In addition, rentals are permitted only while the community's rental occupancy remains below thirty-three percent (33%) (20 units), in accordance with the 2004 Amendment. This amendment has not been enforced pursuant to a Board motion adopted in 2020. Notwithstanding the prior non-enforcement, the Board of Directors reserves the right to enforce this restriction at any time, upon a majority vote of the Board at a properly noticed meeting of the Association, subject to the Association's governing documents and applicable Florida law.

_____ **Security Deposit (Lease Only)** A refundable security deposit of \$400.00 is required for all lease applications. Payment must be made payable to **EAGLE NEST CONDOMINIUM ASSOC, INC by cashier's check or money order only. Security Deposit Refund Policy:** The security deposit is refundable upon the termination of the lease, provided that all Association requirements have been satisfied.

_____ A fully executed copy of the Contract for Sale or Lease, signed by all parties.

When a complete application package is received, we will commence the background screening process. Once the background screening is completed, we will forward the application to the Board of Directors for approval.

All inquiries regarding the application process must be made via e-mail to customer@grsmanagement.com.

EAGLE NEST CONDOMINIUM ASSOC, INC
APPLICATION FOR OCCUPANCY

**PLEASE COMPLETE ALL SECTIONS OF THIS APPLICATION. INCOMPLETE APPLICATIONS WILL NOT BE
ACCEPTED OR PROCESSED.**

**Note: Please note that all applicants over the age of 18 (not married to the primary applicant) must
complete a separate application.**

Date: _____ Desired Date of Occupancy: _____

This Application is for a: Lease (☐) Purchase (☐) of Unit # _____

Agent Information (if applicable)

Property Address: _____

Realtor's Name: _____ Phone # _____

Applicant information:

Applicant's Name _____ Phone# _____

Email Address: _____

SSN# _____ DOB _____

DL # _____ State _____

MARITAL STATUS: Married (☐) Separated (☐) Divorced (☐) Single (☐)

Spouse's Name: _____

Phone# _____

Email Address: _____

SSN# _____ DOB _____

DL # _____ State _____

LIST OF OCCUPANTS

Total number of individuals who will occupy the unit: _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

Name _____ Age _____

EAGLE NEST CONDOMINIUM ASSOC, INC
APPLICATION FOR OCCUPANCY

PETS

Yes (☐) No (☐) How Many: _____

Weight: _____ Breed: _____ Color _____

Weight: _____ Breed: _____ Color _____

Pet Restrictions

Pet Policy: A maximum of **one (1) pet** is permitted per unit. Pets may not exceed **twenty (20) pounds** in weight. All pets must be registered with the Association and comply with the Association's governing documents, rules, and regulations.

Make: _____ Model: _____ Tag #: _____

Make: _____ Model: _____ Tag #: _____

Make: _____ Model: _____ Tag #: _____

Parking Assignment: Each two-bedroom (2-bedroom) unit is assigned one (1) parking space. Each three-bedroom (3-bedroom) unit is assigned two (2) parking spaces. All vehicles parked on Association property must display a valid Association-issued parking decal and comply with the Association's parking rules and regulations.

RESIDENCE HISTORY

Applicants must provide a complete employment history for the past three (3) years.

Present Address: _____ Years _____

City _____ State _____ Zip _____ OWN (☐) RENT (☐)

Name of Landlord _____ Phone # _____

Previous Address: _____ Years _____

City _____ State _____ Zip _____ OWN (☐) RENT (☐)

Name of Landlord _____ Phone # _____

Previous Address: _____ Years _____

City _____ State _____ Zip _____ OWN (☐) RENT (☐)

Name of Landlord _____ Phone # _____

EAGLE NEST CONDOMINIUM ASSOC, INC
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EMPLOYMENT HISTORY

Applicants must provide a complete employment history for the past three (3) years

ARE YOU: Self-Employed? Yes (☐) No (☐) Retired? Yes (☐) No (☐)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Spouse's Employer ARE YOU: Self-Employed? Yes (☐) No (☐) Retired? Yes (☐) No (☐)

Present Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Supervisor: _____ Monthly Income _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

Prior Employment Name: _____

Address _____ Phone _____

City _____ State _____ Zip _____

From: _____ To _____ Dept or Position: _____

EAGLE NEST CONDOMINIUM ASSOC, INC
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REFERENCES (No Relatives)

Name _____ Years Known _____

Phone # _____ Email Address: _____

Name _____ Years Known _____

Phone # _____ Email Address: _____

Name _____ Years Known _____

Phone # _____ Email Address: _____

LEASE ADDENDUM

Lessor/Unit Owner becomes delinquent in the payment of any general or special assessments, installments thereof, or any other monetary obligation due and owing to the Association the Association shall have the right, but not the obligation, pursuant to Section 718.116(11), Florida Statutes, to make written demand upon the Lessee/Tenant requiring the Lessee/Tenant to pay subsequent rental payments, or any portion thereof, directly to the Association.

Upon receipt of written demand from the Association the Lessee/Tenant shall remit rental payments directly to the Association in accordance with the Association's written instructions and shall continue making such payments until:

The Association provides written notice releasing the Lessee/Tenant from this obligation; The Lessor/Unit Owner's delinquent monetary obligations to the Association have been satisfied; or the Lessee/Tenant's tenancy in the unit has terminated.

Any rental payments received by the Association shall be applied toward the outstanding monetary obligations owed by the Lessor/Unit Owner to the Association. The Association shall provide written notice of its demand to both the Lessee/Tenant and the Lessor/Unit Owner as required by applicable Florida law.

The Lessee/Tenant shall receive credit against rental obligations owed to the Lessor/Unit Owner for all rental payments properly made to the Association pursuant to the Association's written demand. Payment of rent directly to the Association following proper notice shall provide the Lessee/Tenant protection from any claim by the Lessor/Unit Owner for those amounts timely paid to the Association.

The Association's rights under this provision are cumulative and are in addition to any other rights and remedies available under the Condominium Declaration, Bylaws, Rules and Regulations, Chapter 718, Florida Statutes, or applicable law, including, but not limited to, the right to pursue collection remedies against the Lessor/Unit Owner for delinquent obligations.

The Association's exercise of this right shall not create a landlord-tenant relationship between the Association and the Lessee/Tenant, except as specifically provided by applicable Florida law.

Lesser (Owner) Signature

Lessee (Tenant) Signature

EAGLE NEST CONDOMINIUM ASSOC, INC

APPLICATION FOR OCCUPANCY

RULES & REGULATIONS

Acknowledgment of receipt of the association rules and regulations

I/We acknowledge that I/we have received a copy of the Association's Rules and Regulations as part of the application package for **EAGLE NEST CONDOMINIUM ASSOC, INC** I/We agree to comply with all provisions of the Association's governing documents, including the Declaration, Bylaws, Rules and Regulations, and any duly adopted amendments.

I/We understand that occupancy of the Unit is limited to the individuals identified in the approved application. No additional person may occupy or reside in the Unit without the prior written approval of the Association when required by the Association's governing documents.

I/We further understand that any violation of the Association's governing documents, including unauthorized occupancy or failure to comply with community rules, may result in enforcement action by the Association as permitted by the Declaration, Bylaws, Rules and Regulations, the lease agreement, and applicable Florida law.

Such enforcement action may include, where authorized, the imposition of fines, suspension of use rights, legal action, and other remedies available to the Association. I/We acknowledge that any termination of tenancy or eviction proceedings must be pursued through the Unit Owner/Landlord and the appropriate legal process as required by applicable law.

All adult applicants must sign below to acknowledge receipt of an agreement to comply with the Association's Rules and Regulations.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

INTERVIEW

Acknowledgment of the required interview

I, _____, acknowledge and understand that an interview with the Association representative is required prior to moving-in to the community. I further understand that completion of this interview is a requirement of the application process and must be completed before occupancy is permitted.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

EAGLE NEST CONDOMINIUM ASSOC, INC
APPLICATION FOR OCCUPANCY

ACKNOWLEDGMENT OF INSURANCE RESPONSIBILITY

I acknowledge and understand that the Association's master insurance policy does **not** provide coverage for damage occurring within my condominium unit. This includes, but is not limited to, damage to interior walls, flooring, cabinets, countertops, fixtures, appliances, personal property, improvements, and losses resulting from water intrusion or flooding, except as otherwise required by the Association's governing documents or applicable law.

I further acknowledge that it is my responsibility, as the unit owner, to obtain and maintain an **HO-6 Condominium Unit Owners Insurance Policy**. An HO-6 policy is specifically designed for condominium owners and provides coverage for personal property, interior improvements, liability, loss assessments (when applicable), and other items not covered by the Association's master insurance policy.

By signing below, I acknowledge that I have read and understand my insurance responsibilities and agree that the Association shall not be responsible for losses or damages that are the responsibility of the unit owner under the governing documents or the owner's individual insurance policy.

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

SECURITY DEPOSIT

Security Deposit (Lease Only) A refundable security deposit of **\$400.00** is required for all lease applications. Payment must be made payable to **EAGLE NEST CONDOMINIUM ASSOC, INC by cashier's check or money order only**. **Security Deposit Refund Policy:** The security deposit is refundable upon the termination of the lease, provided that all Association requirements have been satisfied.

Security deposit refund requests must be submitted at the end of the leasing period and include copies of the front and back of the cashier's check or money order originally submitted for the security deposit.

Please allow ten (10) to fifteen (15) business days for processing of all security deposit refund requests after receipt of the required documentation.

Security Deposit Paid: ☐ Yes ☐ No Payment Method: Cashier's Check ☐ Money Order ☐

Payment Reference/Check #: _____ Amount Received: \$ _____

Applicant Signature: _____ Date: _____

Applicant Signature: _____ Date: _____

EAGLE NEST CONDOMINIUM ASSOC, INC
APPLICATION FOR OCCUPANCY

CRIMINAL HISTORY DISCLOSURE

Has any applicant been convicted of a felony or misdemeanor (excluding minor traffic violations)?

☐ Yes ☐ No

Applicant Name: _____

If yes, please provide the following information:

Offense: _____

Date of Conviction: _____

Jurisdiction (City/State): _____

Additional Explanation (Optional): _____

I/We certify that the information provided in this application is true, complete, and accurate to the best of my/our knowledge. I/We understand that failure to provide complete and accurate information, including the omission or misrepresentation of required information, may result in denial of occupancy approval.

Applicant Signature: _____ Date: _____

EAGLE NEST CONDOMINIUM ASSOC, INC
APPLICATION FOR OCCUPANCY

AUTHORIZATION FOR FILE DISCLOSURE AND CONSUMER REPORTING

I hereby authorize **GRS Management, Inc.** and **Verify Screening Solutions, Inc.**, including their designated agents, employees, and authorized representatives, to obtain, review, and verify consumer reports and related information for the purpose of evaluating my application for residency, lease approval, or purchase eligibility.

I understand that the screening process may include, but is not limited to, obtaining and reviewing the following information:

- Consumer credit reports;
- Criminal history information;
- Eviction records;
- Rental payment history;
- Rental and occupancy history; and
- Other information necessary to evaluate my eligibility as a prospective resident.

I further authorize the association **EAGLE NEST CONDOMINIUM ASSOC, INC**, **GRS Management, Inc.**, and **Verify Screening Solutions, Inc.**, and their authorized representatives, to obtain and review applicable information during the term of my occupancy.

I certify that all information provided in my application for residency is true, accurate, and complete. I understand that providing false, fraudulent, incomplete, or misleading information may result in the denial of my application, the termination of my residency, or other remedies available under applicable law.

I understand that screening results and related information will be maintained in confidence and may be disclosed only to authorized parties as permitted by applicable law or upon my written authorization.

Applicant Information

Full Legal Name (First, Middle, Last): _____

Current Home Address (including Unit No., if applicable):

Address: _____

City _____ State _____ Zip _____

Applicant Telephone Number: _____

Social Security Number: _____ Date of Birth: _____

Driver's License Number and State Issued: _____

Applicant Signature: _____ Date: _____



GRS Management, Inc

15280 NW 79TH Court Suite 101

Miami Lakes, FL 33016

PH: (305) 823-0072 Fax: (305) 823-4888

Email: Customer@grsmanagement.com

Website: www.grsmanagement.com

**EAGLE NEST CONDOMINIUM ASSOC, INC
PET REGISTRATION INFORMATION**

Date: _____ Unit/Account Number: _____

Resident/Occupant Name: _____

Property Address: _____

Phone Number: _____

Email Address: _____

Pet restrictions may vary in accordance with the Association's Declaration, Bylaws, and Rules and Regulations.

Cats: A maximum of two (2) indoor cats is permitted per unit.

Dogs: A maximum of one (1) dog is permitted per unit. The dog must not exceed twenty-nine (29) pounds in

Pet Age: _____ Weight (lbs): _____

Miami-Dade County Tag/License Number: _____

License information may be verified through the applicable County records.

Date of Most Recent Rabies Vaccination: _____

Please attach a current copy of the pet's vaccination records.

Required Attachments

Please submit the following with this registration:

- ☐ Current photograph of the pet
- ☐ Current rabies vaccination certificate
- ☐ Miami-Dade County pet license/tag information (if applicable)

Owner Certification

I certify that the information provided above is true and correct. I understand that all pets must comply with the Association's Governing Documents, including all applicable pet restrictions, rules, and regulations. I further acknowledge that any change in pet ownership or pet information shall be reported to the Association within thirty (30) days.

Pet Owner Name: _____

Pet Owner Signature: _____

Date: ____ / ____ / ____

Eagle Nest Condominium Association

6305-6315 Gage Place, Miami Lakes, FL 33014

Rules and Regulations

1. **Common Areas** are entrances, walkways, vestibules, lobbies, halls stairs, courtyards, pool area, lawn and green areas, parking lots, elevators, etc. These areas cannot be obstructed. No food, beverages or trash may be left on the common areas. No plants or other objects can be added to the common areas without the approval of the Board.
2. **Balconies:**
 - a. The following are permitted:
 - i. Patio furniture limited to two (2) chairs and one (1) table
 - ii. Four (4) plants
 - iii. Satellite dishes (on a free standing tripod only)
 - b. The following are not permitted:
 - i. Overcrowding
 - ii. No articles or substances are permitted to fall from balconies or windows
 - iii. No signs of any kind
 - iv. Nothing attached to the walls or ceilings
 - v. No barbeques, grills, or any other device for the purpose of cooking or heating.
3. **Trash** – All refuse must be disposed within the proper trash rooms on each floor. Recycle bins are available in the first floor trash rooms. Garbage must be placed down chutes.
4. **Bulletin Boards** – Contact any Board member to place a notice.
5. **Maintenance Employees** are not to be used for personal reasons while on duty.
6. **Noise** – Loud noise, parties, musical instruments, electronics, etc., are not permitted to disturb your neighbors.
7. **Parking** is only permitted in designated areas. No parking on grassy areas, entrances or fire lanes. Inappropriate parking is subject to towing.
8. **No commercial vehicles** are allowed in the parking lots overnight.
9. **No bicycles**, tricycles, skate boards, roller skates, roller blades, or similar equipment is permitted in the parking lots, roadways, walkways, or pool area.

10. **Children** must be supervised by their parents or a responsible adult. No playing in walkways, stairways, elevators, lobbies, parking lots, etc.
11. **Occupancy Standard** – No more than 2 occupants in a 1 bedroom unit. No more than 4 occupants in a 2 bedroom unit.
12. **Pool:**
- a. Hours are from dawn (sun-up) to dusk (sun-down).
 - b. Swimming is at your own risk (no lifeguards are on duty).
 - c. Children must be accompanied by an adult and are not permitted alone in the pool area.
 - d. No running or diving.
13. **Installation of electronic equipment** that interferes with TV or radio of another unit is not permitted.
14. **Signs, Notices, etc.** may not be displayed on the property without Board approval.
15. **Hurricane season** – Any unit owner absent during hurricane season must prepare their unit against damage. No items may be left in the balconies or patios.
16. **No exterior antennas** are permitted
17. **Window and glass door coverings** can be disapproved by the Board. No aluminum foil or tape on windows or doors.
18. **Pets:**
- a. Cats are limited to no more than (2), inside cats, per unit.
 - b. Dogs less than 29 pounds are permitted, no more than one (1) per unit. Must be on a leash at all times while on common areas.
 - c. Pet owners must pick-up, dispose, and clean any waste that occurs on any of the common areas.

NON COMPLAINE WITH ANY OF THE ABOVE MAY RESULT IN POSSIBLE FINES TO YOUR ACCOUNT.

12078 3013

SCHEDULE A
TO
BY-LAWS

RULES AND REGULATIONS

FOR

EAGLE NEST CONDOMINIUM

1. The entrances, passages, vestibules, elevators, lobbies, halls and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.
2. No garbage cans, supplies, milk bottles or other articles shall be placed on the balconies or other Common Elements. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, terraces or other portions of the Condominium Property.
3. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the Building or upon the Common Elements.
4. All refuse must be deposited with all other refuse in areas designated for such purpose by the Developer.
5. Employees of the Association are not to be sent out by Unit Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
6. No Unit Owner shall make or permit any disturbing noises in the Building by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, sound amplifier or other electronic equipment in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
7. No radio or television installation or other electronic equipment may be permitted in any Unit which interferes with the television or radio reception of another Unit.
8. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium Property, except signs used or approved by the Developer. Additionally, no awning, canopy, shutter (except hurricane shutters approved by the Developer), air-conditioning unit or other projection shall be attached to, hung, displayed or placed upon the outside walls, doors, balconies, windows, roof or other portion of the Building or on the Common Elements.

12078 #3014

9. The Association may retain a pass-key to all Residential Units. No Residential Unit Owner shall alter any lock, nor install a new lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner shall provide the Association with an additional key.
10. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, except such as are normally used in small barbecues.
11. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.
12. Food and beverages may not be consumed on the Common Elements, except as approved by the Board.
13. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Residential Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.
14. No Unit shall have any aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except such as is approved by the Board of Directors for energy conservation purposes.
15. No exterior antennae shall be permitted on the Condominium Property or Improvements thereon, provided that Developer shall have the right (but not the obligation) to install and maintain community antennae, radio and television lines and security systems, as well as temporary communications systems.
16. Children will be the direct responsibility of their parents or legal guardians who must supervise them while they are within the Condominium Property. Full compliance with these Rules and Regulations and all other rules and regulations of the Association shall be required of such children. Playing shall not be permitted in any of the lobbies, hallways, stairways, elevators and lobby areas, and loud noises will not be tolerated.
17. Parking areas are limited to those vehicles which can satisfy height, width and length restrictions, if any.
18. No pets, except one dog, cat or other household pet (not exceeding 29 pounds at maturity) which has been registered with the Association by the Original Unit Owner (i.e., Owners acquiring their Units directly from the Developer) in advance of taking title, shall be kept or maintained on the Condominium Property. All permitted, registered pets must be leashed at all times when outside the Unit. Unit Owners must pick up and properly dispose of all solid wastes of their pets. No one other than the Original Unit Owner of the Unit is permitted to keep any pets.
19. Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time, to the extent applicable. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Association shall have the right to suspend voting rights in the event of failure to so comply.

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In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner or occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner or occupant shall present reasons why penalties should not be imposed. The Owner or occupant may be represented by counsel and may cross-examine witnesses.

(b) Hearing: The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the Board of Directors' meeting.

(c) Penalties: The Board of Directors may impose special Assessments against the applicable Unit as follows:

(1) First non-compliance or violation: a fine not in excess of Twenty Five Dollars (\$25.00).

(2) Second non-compliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

(3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of Two Hundred Dollars (\$200.00) per occurrence.

(d) Payment of Penalties: Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth in the Declaration and By-Laws.

(f) Application of Penalties: All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

20. These rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer until conveyed. All of these rules and regulations shall apply, however, to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.



CFN 2004R0771843
OR BK 22627 Pgs 3294 - 3295 (2pgs)
RECORDED 09/02/2004 08:57:26
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

CERTIFICATE OF AMENDMENT
TO DECLARATION OF CONDOMINIUM OF EAGLE NEST CONDOMINIUM
ASSOCIATION, INC.

THIS AMENDMENT is made this 17th day of August, 2004, by EAGLE NEST CONDOMINIUM ASSOCIATION, INC. (hereinafter "ASSOCIATION") pursuant to the DECLARATION OF CONDOMINIUM OF EAGLE NEST CONDOMINIUM ASSOCIATION, INC. (hereinafter "DECLARATION") which have been duly recorded in the Public Records of Miami-Dade County, Florida, as follows:

OR Book 12078 Page 2938

WHEREAS, at a duly called and noticed meeting of the Board of Directors of ASSOCIATION, a Florida not-for-profit corporation, held on August 17, 2004, the aforementioned Declaration was amended pursuant to the provisions of said Declaration with an affirmative vote 100% of the Board of Directors.

WHEREAS, the Amendment(s) set forth herein are for the purpose of amending the DECLARATION.

WHEREAS, the Amendment(s) set forth do not materially effect a unit owners share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, the undersigned hereby certify that the Amendment(s) to the DECLARATION are a true and correct copy of the amendments as amended by the membership:

I. This Amendment hereby amends Article 18 of the Declaration, as follows:

(Deletions indicated by strikeout, additions by underlining)

"18. Leasing of Units. At no time shall more than One-Third (1/3), or Twenty (20), of the Units in the Association be subject to a lease agreement. However, any Unit subject to a lease agreement upon the recording of this provision, may continue to re-let said Unit without restriction. The Association shall maintain a waiting list in the event the Association is currently at the cap for the number of rentals in the Association. Furthermore, no Unit in the Association shall be leased or rented within the first twelve (12) calendar months from the time the unit owner accepted title to such unit. In the event the Unit is rented or leased or otherwise subject to rental occupancy at the time of acceptance of title, such leasehold interest shall be permitted and the aforementioned twelve (12) month prohibition shall commence upon the termination of said leasehold interest. Each Unit Owner wishing to lease his Unit must give prior written notice to the Association of such fact and the names and addresses (and such other information required from time to time by the Association) of the Occupants under such lease. The Association has the right (but not the obligation) to promulgate standard provisions to be included in all lease forms, in which case all leases must include such standard provisions or be deemed to include same. Furthermore, the Association reserves the right to reject for reasonable cause any proposed lease of a Unit, and if so rejected, no such lease shall be permitted."

12.50

II Except as amended and modified herein, all other terms and conditions of Article 18 and all other sections of the DECLARATION shall remain unchanged and in full force and effect according to their terms.

III This Amendment has been proposed and adopted by UNANIMOUS vote of the Board of Directors.

IN WITNESS WHEREOF, the Declaration has caused this Amendment to the DECLARATION OF CONDOMINIUM OF EAGLE NEST CONDOMINIUM ASSOCIATION, INC., to be executed by the duly authorized officer, this 17th day of August, 2004.

EAGLE NEST CONDOMINIUM
ASSOCIATION, INC.

BY: [Signature], President

STATE OF FLORIDA)
COUNTY OF _____)

THE FOREGOING instrument was executed before me this 17th day of August, by Rogelio Godinez, President of EAGLE NEST CONDOMINIUM ASSOCIATION, INC., who upon being duly sworn acknowledged to me that he/she signed the foregoing document and produced a driver's license as proof of identity.

WITNESS my hand and official seal at the County and State aforesaid this 17 day of August, 2004.

[Signature]
Notary Public

My commission expires:

This Instrument Prepared by and Return to:
Rachel E. Frydman, Esq.
Katzman & Korn, P.A.
Inventory Financial Center
5581 W. Oakland Park Boulevard
Second Floor
Lauderhill, Florida 33313
(954) 486-7774



Neil Karp
Commission #DD113069
Expires: Mar 12, 2007
Bonded Thru
Atlantic Bonding Co., Inc.

Declaration Recorded in Official Records
Book 12078, Page 2938 of the Public
Records of Miami-Dade County, Florida.

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EAGLE NEST

CONDOMINIUM ASSOCIATION, INC.

COMMUNITY REMINDERS



ARCHITECTURAL REVIEW (ARB)

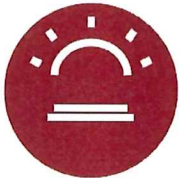
Prior written ARB approval is required, in accordance with the Association's Rules and Regulations, before making any interior or exterior modifications to your property. Depending on the type of project, additional permits or approvals may also be required.



PARKING REGULATIONS

All residents and guests must comply with the Association's parking rules and regulations. Unauthorized or improperly parked vehicles are subject to towing in accordance with the Association's parking enforcement rules. Any vehicle towed will be removed at the vehicle owner's/resident's expense.

IMPORTANT CONTACT INFORMATION



MANAGEMENT OFFICE & AFTER-HOURS EMERGENCY LINE

Office Hours:

Monday - Friday | 9:00 AM - 5:00 PM

Phone 305-823-0072

The after-hours emergency line is only for emergencies involving
ASSOCIATION-MAINTAINED PROPERTY



Major water leaks



Electrical emergencies



Other urgent maintenance

Non-emergencies: contact the management office during normal business hours.



TOWING INFORMATION REGULATED TOWING

13818 SW 144th Ave

Miami, FL 33186

(305) 253-6900

OPEN 24/7

GRS

GRS Management, Inc.

Phone: (305) 823-0072

Monday - Friday | 9:00 AM - 5:00 PM