

**CERTIFICATE OF AMENDMENT TO THE BY-LAWS  
OF CALUSA POINT ASSOCIATION, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this 25 day of February, 2002, by **CALUSA POINT ASSOCIATION, INC.**, a Florida corporation not-for-profit (hereinafter referred to as the "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of Calusa Point, in accordance with the Declaration of Restrictions and Protective Covenants for Calusa Point as recorded on November 6, 1980 recorded in Official Records Book 10922, at Page 2921, of the Public Records of Miami-Dade County, Florida and as subsequently amended (the "Declaration"); and

**WHEREAS**, the By-Laws of the Association were recorded in Official Records Book 14441 at Page 2544 of the Public Records of Miami-Dade County, Florida (the "By-Laws"); and

**WHEREAS**, pursuant to Article VII of the By-Laws, the By-Laws may be amended by a vote of a majority of members present in person or by proxy; and

**WHEREAS**, three (3) amendments were proposed to add new Articles VIII, IX, and X to the Association's By-Laws at the duly noticed Annual Meeting of the Members held on the 5<sup>th</sup> day of December, 2001, at which a quorum of Members were present (the "Meeting"); and

**WHEREAS**, at the Meeting, the proposed amendments to the By-Laws were approved by the required vote of the Members.

**NOW, THEREFORE**, the Association does hereby state as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. All of the following language is new language.
3. The Association's By-Laws is hereby amended to add a new Article VIII entitled "Enforcement and Fining" as follows:



**ARTICLE VIII**  
**ENFORCEMENT AND FINING**

In addition to any other remedies available, the Association may levy fines against a Lot for the failure of the Owner or his/her tenants, guests or invitees to comply with any of the provisions and restrictions contained in the Declaration of Restrictions and Protective Covenants for Calusa Point ("Declaration"), the Association's By-Laws, Articles of Incorporation, and Rules and Regulations as same may be amended from time to time (the "Governing Documents"). The Association shall have the right to levy fines in the manner hereinafter provided.

- a. Grievance Committee. The Board of Directors ("Board") shall appoint a Grievance Committee which shall conduct hearings and render decisions with regard to the levying of fines as herein provided. The Grievance Committee shall consist of not less than three (3) Owners who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee of the Association.
- b. Notice. The Association shall notify the Owner of the Lot or his tenants, guests or invitees in writing of any alleged violation of the Governing Documents. If the alleged violation is not cured within ten (10) days of the date of said notice, the alleged violator shall be sent a second notice at least fourteen (14) days in advance advising him/her of a hearing before the Grievance Committee. The notice shall specify:
  1. The date, time and place of the hearing.
  2. The nature of the alleged violation and a statement of the provisions of the Governing Documents which have been violated.
- c. Hearing: The non-compliance shall be presented to the Grievance Committee. The parties against whom the fine is sought to be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Grievance Committee. The decision of the Grievance Committee shall be presented to the Board. If the Grievance Committee recommends that a fine should be imposed, the Board shall set the amount of the fine. The party against which the fine is imposed shall be advised of the amount of the fine in writing within fifteen (15) days after the Board meeting.
- d. Fines. The Board may impose fines up to the amount of \$100.00 per violation, not to exceed the sum of \$1,000.00, for each day of a continuing violation, (or such greater amount as may be permitted by law from time to time).



- e. Violations: Each separate incident which is grounds for a fine shall be the basis of a separate fine.
  - f. Payment of Fines. All fines shall be assessed against the Lot which the violator occupied at the time of the violation, whether or not the violator is the Owner of the Lot, and shall be due and payable within ten (10) days from the date the fine is levied. Any unpaid fine(s) shall become a continuing lien on the Lot and may be foreclosed by the Association in accordance with the provisions of Article VI of the Declaration.
  - 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 otherwise be legally entitled.
4. The Association's By-Laws is hereby amended to add a new Article IX entitled "Sales, Leasing and Occupancy Restrictions" as follows:

**ARTICLE IX**  
**SALES, LEASING AND OCCUPANCY RESTRICTIONS**

No Owner may sell, lease gift, devise, or otherwise transfer any interest in and to his/her Lot without first obtaining the approval of the Board of Directors ("Board") as hereinafter provided:

1. Notice to Association.

(a) Sales. An Owner intending to sell his/her Lot or any interest therein shall submit to the Board a notice of his/her intention together with the name and address of the proposed purchaser and such other information concerning the proposed purchase or purchaser as the Board may reasonably require including but not limited to a copy of the proposed sales contract and a completed application form to be signed by the Owner and the proposed purchaser of the Lot. The application may be obtained from either the Board or the Association's management firm. Within twenty-one (21) days after the Board has received notice of the Owner's intention to sell his/her Lot and all information pertaining to the proposed transfer, the Board shall either approve or disapprove the sale. The Board shall have the absolute right to disapprove a proposed sale if: (1) approval of the proposed purchaser would violate any provision of the Declaration of Restrictions and Protective Covenants for Calusa Point, the Association's By-Laws, Articles of Incorporation, and Rules and Regulations ("Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner or proposed purchaser makes any material misrepresentation on any documents or information requested by the Board; (4) the Owner or intended purchaser fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below.

(b) Leases. An Owner intending to lease or permit the occupancy of his/her Lot by someone other than Owner shall submit to the Board a notice of his/her intention together with the name and address of the proposed tenant or occupant and such other information concerning the proposed tenant or occupant as the Board may reasonably require including but not limited to a copy of the proposed lease and a completed application form to be

signed by the Owner and the proposed tenant or occupant. The application may be obtained from either the Board or the Association's management firm. Within twenty-one (21) days after the Board has received notice of the Owner's intention to lease or permit the occupancy of his/her Lot and all information pertaining to the proposed transfer, the Board shall either approve or disapprove the tenant or occupant. The Board shall have the absolute right to disapprove a proposed lease or occupancy if: (1) approval of the proposed tenant or occupant violates any provision of the Governing Documents; (2) the Owner has failed to pay assessments to the Association; (3) the Owner, proposed tenant or occupant makes any material misrepresentation on any documents or information requested by the Board; (4) the Owner, proposed tenant or occupant fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed below.

(c) Personal Interview by Board. In order to determine that the proposed purchaser, tenant or occupant are familiar with the Governing Documents, the Board, at its option, shall have the right to require a personal interview with the proposed purchaser, tenant or occupant.

(d) Transfer/Screening Fees. All applicants for purchase or other transfer, lease or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board.

5. The Association's By-Laws is hereby amended to add a new Article X entitled "Non-Payment of Assessments" as follows:

**ARTICLE X**  
**NON-PAYMENT OF ASSESSMENTS**

In addition to all other charges described in Article VI of the Declaration of Restrictions and Protective Covenants for Calusa Point, assessments and installments thereof not paid within ten (10) days from the date when due shall be subject to an administrative late fee to be determined by the Board of Directors.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this  
25 day of February, 2002.

Witnesses:

Madalyn Repaci

Print Name Madalyn Repaci

Iala Ramos

Print Name Iala Ramos

Alina M. Oliva

Print Name ALINA M. OLIVA

Sandra M. Perez

Print Name Sandra M. Perez

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

**CALUSA POINT ASSOCIATION, INC.,** a  
Florida corporation not-for-profit

By: Paul B. Kuiper  
Paul Kuiper, President

By: Laurie Kaplan  
Secretary

(Seal of Corporation)

The foregoing instrument was acknowledged before me this 25 day of  
February, 2002, Paul Kuiper as President and Laurie Kaplan, as  
Secretary of Calusa Point Association, Inc., a Florida corporation, on behalf of the  
corporation. They are personally known to me and/or have produced Florida Driver's License  
Numbers \_\_\_\_\_ and \_\_\_\_\_  
as identification.

[Signature]  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Maria Victoria Arias, Esquire  
Siegfried, Rivera, Lerner,  
De La Torre & Sobel, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, Florida 33134



Judith C. Gonzalez  
Commission # CC 890187  
Expires Jan. 10, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

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STATE OF FLORIDA, COUNTY OF MIAMI-DADE  
I HEREBY CERTIFY that this is a true and correct  
original filed in the office of the  
March 4, 2002  
WITNESS my hand and seal  
HARVEY RUBIN, CLERK  
By: [Signature]

