



MYSTIC POINTE CONDOMINIUM ASSOCIATION

Tower 300



Table of Contents Sale Package

1. Welcome Letter
2. Special Instructions
3. Census Form
4. Package & Mail Receipt Authorization
5. Proof of Liability
6. Move in/Out & Pets
7. Unit Access Authorization
8. Maintenance Payment Authorization
9. Parking Information
10. Bar Code
11. AC Closet Doors
12. Motorcycle Registration
13. Mystic Pointe Phone Numbers
14. Leasing & Pet Amendments to Declaration of Condominium
15. Pet Registration Form
16. Frequently Asked Questions
17. Request For Verification of Employment
18. Request For Verification of Residency
19. Application of Residency
20. Authorization To Release Information



MYSTIC POINTE CONDOMINIUM ASSOCIATION

Tower 300



To: Future Residents of Mystic Pointe Tower 300

From: Property Manager

Re: Welcome to Mystic Pointe Tower 300

Thank you for choosing Mystic Pointe Tower 300 as your new home. You have made a good choice. We are a very strong community and maintain a beautiful home and grounds for you to enjoy.

There are several forms and a welcome session that need to be completed prior to your closing and before moving in.

You must complete the attached application forms completely and return them to the office. Please allow at least one week to verify the information you provided. A copy of the lease or sales contract must be provided prior to condominium approval.

There is a \$150 application charge for an individual or married couples with the same last name. There is an additional \$150 charge for different last names.

There will be a \$175.00 estoppel fee charged when your closing agent requests the estoppel letter from us. There will be a \$100 expedited fee on estoppel certificate requested on an expedited basis and delivered within 3 business days.

There will be a \$175.00 questionnaire fee charged when your mortgage company requests this form from us. There will be a \$100 expedited fee on questionnaire certificate requested on an expedited basis and delivered within 3 business days.

There will be a \$80.00 Condo Documents fee charge when you request this from us.

Your guests must valet park when visiting you and we ask that they stop at the concierge desk to sign in and be announced.

We highly recommend your involvement in your monthly Board of Directors meetings. We post the agendas for the meeting at least 48 hours prior to the meeting on the Bulletin Board outside the lobby elevator.

Once again, welcome to Mystic Pointe Tower 300.



MYSTIC POINTE CONDOMINIUM ASSOCIATION

Tower 300

**ATTENTION REALESTATE
AGENTS:**

**BUYERS MUST BE
PRESENT FOR THE
SCREENING PRIOR TO
THE CERTIFICATE OF
APPROVAL BEING ISSUED**

**PLEASE BE ADVISED THAT SCREENING
PROCESS FOR INTERNATIONAL BUYERS
TAKE BETWEEN 14 TO 26 BUSINESS DAYS
BEFORE CONDO APPROVAL**



MYSTIC POINTE CONDOMINIUM ASSOCIATION

Tower 300



REQUIREMENTS FOR ALL SALES AND RENTALS

1. **"APPLICATION FOR OCCUPANCY"** and other documentation must be given to the Management Office at least 14 business days prior to occupancy for nationals and business days for internationals.
2. A check for \$150.00 (payable to Mystic Pointe Condo #1) to cover transfer and application reports must be received by the Management Office, with a fully executed copy of Sales Contract or Lease Contract.
3. Management office will contact applicant to arrange an interview with the Welcoming/Screening Committee.
4. No "Consent to Sale" or rental approval will be issued until the required forms are completed, the necessary fees are paid, and the new residents meet with the Welcoming/Screening Committee.
5. After closing Management Office must be given a copy of Closing Statement &/or Warranty Deed.

RENTALS:

In addition to the above requirements.

6. A security deposit of one month's rent (payable to Mystic Pointe Condo #1) must be given to the Management Office prior to Welcoming/Screening Committee meeting.
7. Lessee should have insurance on his or her personal property and belongings.
8. Apartments can be rented **ONLY ONE TIME PER YEAR.** Leases must be for a **MINIMUM OF SIX MONTHS:** a maximum of one year renewable.

**MYSTIC POINTE CONDO #1 CENSUS
COMPLETE FULLY AND RETURN TO
MANAGEMENT OFFICE**

PLEASE PRINT

UNIT # _____ **NAME:** _____

MAILING ADDRESS:

PHONE # _____ (HOME) _____ (WORK)
_____ (ALTERNATE) _____ (OUT OF TOWN #)

EMAIL ADDRESS _____

UNIT OWNER OCCUPIED? Y N CIRCLE ONE

HOME PHONE _____ **CELL PHONE** _____
_____ (WORK) _____ (ALTERNATE)

EMERGENCY CONTACT NAME: _____
ADDRESS _____ **PHONE #** _____ (HOME)
_____ (WORK) _____ (ALTERNATE)

ARE THERE EMERGENCY KEYS AT CONCIERGE'S DESK? Y N CIRCLE ONE

OTHER RESIDENTS HOLDING KEYS TO YOUR UNIT?

NAME: _____ UNIT # _____ PHONE # _____
NAME: _____ UNIT # _____ PHONE # _____

PARKING SPACE 1# _____, **PARKING SPACE #2** _____

CAR MAKE _____, MODEL/YEAR _____, TAG # _____
CAR MAKE _____, MODEL/YEAR _____, TAG # _____

**SHOULD YOU HAVE ANY SPECIAL NEEDS IN CASE OF EMERGENCY
PLEASE FILL OUT BELOW.....**

PACKAGE AND MAIL RECEIPT AUTHORIZATION

The undersigned, the owner and/or residents of Unit No.____Of Mystic Pointe Condominium No. 1 hereby authorize(s) personnel, employees, agents or vendors employed by Mystic Pointe Condominium No. 1 Association, Inc. to accept, receive, and sign for any parcels, deliveries, or mail addressed to the Unit, without imposing any liability thereon for the condition or substance of any such parcels so received. Further, Owner(s) and/or Resident(s) may from time to time, ask Association's vendor, employee or agents to handle or assist in handling packages, store deliveries, furnishings, flowers, prescription drugs, or any other personal property ("Personal Property") subject to the requirement to be bound to a release, indemnification and hold harmless.

Understanding that this authorization is solely for the benefit of the undersigned, the Owner(s) and or Resident(s) hereby release the Association, its employees and agents, from any liability arising from this authorization, including, without limitation, liability arising from the misplacement of parcels, damage to the parcel(s) or other personal property, and/or any negligence, misconduct, or reckless disregard by the Association, its employees or agents in performing any action authorized by this Agreement. .

The Owner(s) and Resident(s) agree to defend, indemnify and hold the Association, its Board of Directors, officers, managers, agents, current and predecessor employees, members, vendors, and their successors, or assigns harmless from any and all liability whatsoever from all, and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, promises, variances, trespasses, damages, judgments, executions, claims, demands and liabilities whatsoever (including attorney's fees and costs) in law and/or in equity , and in contract and in tort, to any party arising out of or relating to any and all handling, accepting, or delivering of any parcels or other Personal Property.

The Owner(s) and/or Resident(s) executing this agreement represents and warrants that it has the sole right and exclusive authority to execute this Agreement and bind all Residents and Owners of the Unit referenced above.

Executed this__day of_____, 20__

By_____

Please print name of designated owner or authorized representative

Sign_____

**ATTENTION UNIT
OWNERS:**

**OWNERS MUST HAVE
PROOF OF LIABILITY
INSURANCE FOR \$300,000
WHEN AND IF YOU RENT
YOUR UNIT**

DATE:

SIGNATURE

ALL MOVERS MUST BE
LICENSED AND INSURED
NO SELF MOVES
PROOF OF LICENSE AND INSURANCE
IS REQUIRED
USE OF THE SERVICE ELEVATOR MUST BE
RESERVED TWO DAYS IN ADVANCE OR
ACCESS WILL BE DENIED. ANY
UN-EXPECTED DELIVERY OR
NON-SCHEDULED DELIVERY MAY BE
CHARGED BETWEEN \$25.00 OR \$50.00

\$500.00 REFUNDABLE
SECURITY DEPOSIT FOR
USE OF ELEVATOR

PLUS \$250.00 NON-REFUNDABLE FEE
IS REQUIRED FOR ALL
MOVE IN'S & MOVE OUT'S

\$500.00 PER PET SECURITY DEPOSIT
(RENTERS ARE NOT ALLOWED TO HAVE PETS)

DATE:

SIGNATURE

GUEST AUTHORIZATION

DATE: _____ UNIT: _____ RESIDENT NAME: _____

THIS IS TO AUTHORIZE management to allow access to the above described unit, to the person(s) named below. In giving this authorization, THE UNDERSIGNED ACKNOWLEDGES AND AGREES:

- Management **MAY** or **MAY NOT** (*circle one*) give to the person(s) named below A KEY TO MY UNIT.

Although the purpose(s) of the entry is stated below (for information only) Management is not responsible to see such purpose(s) being fulfilled not for limiting access to the accomplishment of such purpose(s).

Management is not responsible in any manner to supervise, observe, control the conduct of the person(s) authorized to access the unit.

The **UNDERSIGNED AGREES** to fully indemnify and hold harmless the association from any and all misconduct or negligence of the person(s) named below.

Name(s) of person/firms authorized to have access

Reason for granted access

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

Termination date of this authorization must be filled in & a copy of guest(s) ID is required or this authorization will not be approved and will be voided.

Termination Date (must be filled)

UNIT OWNER / TENANT:

Signature(s) On behalf of all owners / tenants of unit

Print unit owner(s) / tenant(s) name

PAYMENT AUTHORIZATION

AUTHORIZATION AGREEMENT FOR PRE-AUTHORIZED PAYMENTS (ACH-DEBITS)

COMPANY MYSTIC POINTE CONDO ONE LOCATION AVENTURA, FL.

I authorize the above named Originating Company to initiate debit entries or adjustments for any debit entries to my (our) checking account listed below.

Financial Institution Name

Transit/ ABA no.

Account No.

Type of account

_____ Checking

_____ Saving

The authority is to remain in full force until the company has received written notification from me (or either of us) of it's termination in such manner as to afford the company a reasonable opportunity to act on it.

Name (s) _____

ID number _____

Date _____

Signature _____

*nine digit routing number that appears on the bottom of a check (include a voided check with authorization)

PARKING AND TRAFFIC RULES

1. AUTOMOBILE REGISTRATION: All residents must register their vehicles with the management office and must obtain a numbered decal and a bar code which must be affixed to the windshield of their vehicle at the front gate.
2. ALLOCATION OF PARKING SPACES: In accordance with the Master Association documents, each unit owner or their lessee is entitled to the use of one (1) parking space without charge to self-park their automobile. Any unit owner or their lessee that has more than one vehicle is required to have their additional vehicles valet parked, and pay the prescribed parking fee.
3. USE OF PARKING SPACES: Each parking space is assigned to a particular unit and may only be used by that unit owner or their lessee to self-park their first automobile. Resident may not park their vehicle in any other resident's assigned space other than the space assigned to that unit owner. All such vehicles shall be parked within the painted lines and pulled up close to the bumper. **NO BACK-IN PARKING WILL BE ALLOWED.**

Any vehicle illegally parked in a resident's space will be towed away without notification.

As a security measure, all automobile doors should be locked.

4. GUESTS, VISITORS TRADESMEN AND TEMPORARY PARKING: Upon entering the premises, all visitors, guests, tradesmen and temporary residents must apply to the gate attendant for a temporary visitor's pass which is printed from the computer. This pass must be clearly displayed on the dashboard of the vehicle so that it is plainly visible through the windshield of the vehicle. No numbered parking space is to be used by a nonresident at any time, for any reason. All vendors must park in the area that is designated for vendor parking. Tradesmen may unload at the receiving dock and then proceed to the parking area designated for vendors. No vendor or tradesmen's vehicles are permitted on the island after 5:00 P.M.. or weekends. Residents, including management employees and contractors, must park in the areas designated by the Master Association for their use.

Visitors/guest are only permitted to use the garage in the tower of the person they are visiting.

At no time are any other Security Companies, Management Companies, Landscape Companies or Valet Service Companies allowed access to the Property without approval of or a the request of the Board of Directors of the Master Association. **(This is due to Insurance Liability for all parties concerned.)** A written request must be made to the Master Board of Directors if a request is made by a Tower for after hours entry.

5. UNAUTHORIZED VEHICLES: All vehicles parked on the premises MUST at all times display their proper current decal or temporary parking permit. Resident fully acknowledges and understands, that only authorized vehicles are permitted to park on Mystic Pointe premises, All unregistered and/or unidentified vehicles are considered unauthorized, illegally parked vehicles, and as such, are; subject to be towed from the premises. All towing costs are to be borne by the vehicle owner, including towing, incidental and litigation expenses. Unidentified vehicles are also subject to immediate tow away regardless of reason, at vehicle owner's expense, in accordance with Florida State Statute F.S. 715.07.
6. USE OF ABSENTEE OWNER'S PARKING SPACE: Each resident shall park their vehicle only in the parking space assigned to them. Visitors, guests and temporary residents are not permitted to use any of the resident parking spaces. Residents may not allow any other person, or any other vehicle to use their assigned space, even in their absence. However, if for any reason such space is used by another person, then such other person shall still be required to pay the prescribed monthly fee for additional car parking as set forth in the agreement with the condominium and the valet contractor.

7. **PROHIBITED PARKING:** No vehicle shall be permitted to park in any fire lane, driveway or any other areas upon the premises which is not a prescribed parking space.
8. No vehicle belonging to a resident or visitor shall be parked in such a manner as to impede or prevent access to another resident's parking space. Residents are expected to obey the parking regulations posted at the parking areas and drives, and any either parking and/or traffic regulations promulgated in the future for the safety, comfort and convenience of the residents.

No motor vehicle which cannot operate on its own power shall remain within the development for more than twelve (12) hours, and no repair of vehicles, except for emergency repairs, shall be made within the development. Violation of the above will result in the vehicle being towed from the property.
9. Parking spaces are limited to automobiles, small vans and small pickup trucks only. No boat, boat trailers, house trailers, campers, commercial or recreational vehicles or similar type wheeled non-auto vehicles shall be parked on the Mystic Pointe property. Bicycles may be ridden only on the public roadways.
10. Vehicles shall not be driven in excess of a speed of five (5) miles per hour within the building area and the parking garage. The speed limit on the roadway is fifteen (15) miles per hour.
11. The Association shall not be responsible for damages of any nature to automobiles parked on the premises, including dents, scratches, theft, vandalism, etc. The Association shall not be responsible for damages to vehicles due to illegal entry on the property by closely tailing the vehicle in front of you to gain access through the gate arm. Each gate has signage indicating that the gates open and close after each vehicle.
12. All residents must have proper identification decals readily displayed when entering the property. Decals must be stickered on the vehicle's windshield, and the bar codes must be used to open the resident gates. Guards will **NOT** open the gate at the resident's lane for those residents who do not possess a bar code. Those vehicles without bar codes must use the guest lane.
13. All vehicles parked on Mystic Pointe property must be kept in presentable condition. No graffiti filth, or obscene words are permitted. No dripping fluids from vehicles, dead storage or vehicles on blocks will be allowed. All vehicles must display a current license tag. Vehicles with the above and/or abandoned vehicles will be towed away! Dripping fluids charge \$50.00. Clean up.
14. Handicapped Parking areas in the garages and on the island will be strictly enforced. Those residents using handicapped spaces must provide proof of their current handicapped status for the Association's file.
15. Motorcycles will be permitted in primary garage stalls only. If an owner has a car and a motorcycle, the car must be valet parked except in Tower 100 garage which does not allow motorcycles.
16. Residents with car alarms must leave a reset transmitter with a neighbor or information at the desk of their tower as to who can reset their alarm if it becomes a nuisance. A nuisance is anything that causes an annoyance or troublesome condition for the community and its residents.
17. **VIOLATIONS AND TOW-AWAY PROCEDURES:**
(Involuntary Removal of Violating Vehicles): The Association through the Board or its officers, committees and agent, is hereby empowered to establish parking regulations in all of Mystic Pointe and may make provisions for the lawful involuntary removal of any violating vehicle.

Every owner and occupant shall comply with these rules and regulations as set forth herein, and any and all rules and regulations which from time to time may be adopted, as well as the provisions of the declaration, bylaws and articles of incorporation of the Association, as amended from time to time. Failure of any 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, lawful removal of violating vehicles, or any combination thereof.

- A. All vehicles found to be in violation of parking or traffic rules may be ticketed. The owner or operator of a vehicle which has been ticketed shall have no more than twenty-four (24) hours to correct the offense after which he/she may be fined \$50 after a letter and a hearing for the first offense or for another violation of the same rule. If the offense continues, the owner or operator of the vehicle shall be notified, if possible, and the vehicle shall be towed off the property at his/her expense.

B. Violating procedures

Prohibited parking	- Automatic Tow-Away
Fire Lane Violations	- Automatic Tow-Away
Nuisance Car Alarm	- Automatic Tow-Away
	At resident's request
Illegally parked in resident's space	- Automatic Tow-Away
Invalid ID Pass/Decal and All other violations	- Automatic Tow-Away

Adopted by the Board of Directors of the Master Association 1992.

These Traffic and Parking Rules were passed by the Master Association in 1992.

NOTICE

**AUTOMOBILE BARCODES ARE ISSUED FROM
THE MASTER ASSOCIATION**

**MONDAY, WEDNESDAY & FRIDAY
9:00AM TO 12:00 NOON ONLY**

THERE ARE NO EXCEPTIONS

PLEASE ADHERE TO THIS SCHEDULE

**FLORIDA STATUTE 718.111 REQUIRES THE UNIT OWNER INSURANCE POLICY
SHALL INSURE:**

1. Personal Property within the unit or limited common elements
2. Wall, floor and ceiling coverings
3. Electrical Fixtures
4. Appliances
5. Water Heaters
6. Water Filters
7. Built-in cabinets and counter tops
8. Window treatments, including curtains, drapes, blinds, hardware and similar window treatment components or replacement of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

*In addition to the above, the unit owner is required to insure any additions and upgrades within the unit.

****All other building items (attached to the building) inside and outside the unit are covered under the Association policy.**

An often misunderstood subject is how a condominium association must repair and reconstruct casualty damage (fire, wind, water damage, etc). The 2008 legislature amended 718 (did not change in 2010) to provide that the association must repair and reconstruct casualty damage to building components which the association must insure under the condominium statute (718).

Remember, it's not WHAT caused the damage that determines which policy responds, it's WHAT got damaged.

Examples would be windows, doors, drywall, baseboards and the entire air conditioning and heating system, inside & outside the unit, up to and including the thermostat. The statute requires the association to pay for the repair and reconstruction, including any deductible loss, all as common expense. Note: these provisions **only** apply to **insured** losses. Refer to the condominium documents for maintenance responsibilities.

The 2008 amendment (did not change in 2010), also provides the association may choose to opt-out of making any of these items a common expense and instead allocate the cost of any of these items directly to the benefit of the unit owners. The statute dictates the procedures and required unit owner vote for the opt-out procedure.

MYSTIC POINTE TOWER 300
3600 MYSTIC POINTE DRIVE
AVENTURA FL. 33180

BARCODE AND AUTO DECAL AUTHORIZATION

BAR CODE ONLY _____ BAR CODE & DECAL _____ DECAL ONLY _____
(Management to initial appropriate space.)

**THIS FORM MUST BE APPROVED BY THE MANAGEMENT OFFICE
BEFORE GOING TO THE MASTER ASSOCIATION TO OBTAIN
YOUR BAR CODE OR TO THE VALET OFFICE TO OBTAIN YOUR
DECAL**

Master Association hours for bar codes are: 9 AM-12 NOON, Monday-Wednesday & Friday.
Take your checkbook with you. There is, a nominal fee for the bar code. No cash will be
accepted.

COPY OF REGISTRATION MUST BE ATTACHED TO THIS FORM

To: Master Association
Caribbean Valet

Unit # _____
Unit Owner _____

Please Issue Decal To _____
(Resident). (Relationship)

DATE BARCODE VALID FROM: TO:

New Car _____ Resident _____ Renter _____ Guest _____ Rental Car _____

DESCRIPTION			
Vehicle # 1			
Tag No		State	

DESCRIPTION			
Vehicle # 2			
Tag No		State	

Delete the following car(s): _____

Approved by Management

Date

**MASTER ASSOCIATION PHONE # 305-932 -96 00
IF YOU HAVE ANY QUESTION, PLEASE CALL THE MANAGEMENT OFFICE**



MYSTIC POINTE CONDOMINIUM ASSOCIATION

Tower 300



AC CLOSET DOORS

Your hallway AC closet is a limited common element. The staff of Mystic Pointe Condominium No.1 at times will find it necessary to enter your closet. Do not change the keys to your AC closet. If you do, you will be charged for the re-keying.

The **UNDERSIGNED AGREES** to make payment of charges if AC closet door is re-keyed.

Executed this ____ day of _____, 20__

By _____
(Please print name)

Sign _____

MOTORCYCLE REGISTRATION

ALL MOTOR CYCLES MUST BE REGISTERED WITH THE
VALET FOR EACH TOWER AND THE MASTER OFFICE.

PLEASE LIST THE FOLLOWING INFORMATION FOR OUR
FILES:

YEAR	MOD MOTORCYCLE /SCOOTER	TAG#	COLOR
_____	_____	_____	_____

TOWER _____ UNIT# _____

OWNERS NAME _____

PHONE NUMBER _____

WITHOUT THIS INFORMATION THE MASTER WILL CONSIDER THE MOTORCYCLE
OR SCOTTER TO BE ILLEGALLY PARKED IN THE GARAGES.

VALET AND THE TOWERS MUST BE AWARE OF WHERE THE MOTORCYCLE OR
SCOOTERS ARE PARKED.

MYSTIC POINTE CONDO #1 INC. TOWER 300
3600 MYSTIC POINTE DR.
AVENTURA, FL 33180

Most frequently called numbers

Mystic Tower 300	933-2636	Tennis RSVP	932-5895
Mystic Tower 300 Fax	931-8719	Marina	682-8777
Tower 300 Concierge	932-9333	Courtesy Desk	933-1437
Tower 300 Valet	932-8881	Mini Market	933-3619
Master Association	932-9600	Post Office	(954) 455-9730
Master Assoc. Fax	931-4297	Comcast	(305) 266-2278
Bayview Room	932-2546	Metro Transit	770-3131
Garden Room	935-3599	FPL (electricity)	442-8770
Gate	932-8272	Miami Dade Police	466-8989
Gate Authorization	932-8345	Dept.	
		AT&T	(866) 620-6000
		Bell South	(800) 753- 0710

**AMENDMENT
TO THE DECLARATION OF MYSTIC POINTE
CONDOMINIUM NO. ONE**

THIS AMENDMENT is executed this 28 day of April, 2003 by Mystic Pointe Condominium No. One 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 Mystic Pointe Condominium No. One, in accordance with the Declaration of Condominium and related documents which were recorded on March 17, 1988 in Official Records Book 13610, at Page 1424 of the Public Records of Miami-Dade County, Florida, and as subsequently amended (the "Declaration"); and

WHEREAS, amendments were proposed to Section 17.3 of Article 17 and to Section 18.2 of Article 18 of the Declaration in accordance with the provisions of Article 6 of the Declaration at a duly noticed special meeting of the Members held on the 5th day of March, 2003 which was properly adjourned and reconvened on the 28th day of April, 2003 (the "Special Meeting"); and

WHEREAS, a quorum of Members was attained in person or by limited proxy at the Special Meeting and the proposed amendments to Section 17.3 of Article 17 and to Section 18.2 of Article 18 of the Declaration were approved by an affirmative vote of Unit Owners owning in excess of 66 2/3% of the Units as required by Section 6.1 of Article 6 of the Declaration.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.
3. Section 17.3 of Article 17 of the Declaration, entitled "Pets", is hereby amended as follows:
 - 17.3 Pets. Each Unit Owner or occupant (regardless of the number of joint owners or occupants) may maintain one (1) household pet in his Unit, to be limited to a dog or cat (or other household pet defined as such and specifically permitted by the Association), provided it is not kept, bred or maintained for any commercial purpose, and does not become a nuisance or annoyance to neighbors and is first registered with the Association. As of the date of adoption of this Amendment, no permitted household pet may exceed

twenty (20) pounds at maturity with the exception of a permitted household pet that has been registered with the Association prior to the date of adoption of this Amendment. Any Unit Owner or occupant who is permitted to continue to maintain a properly registered pet exceeding twenty (20) pounds shall comply with all other restrictions governing pets set forth in this Section in addition to any Rules and Regulations promulgated by the Board of Directors. No properly registered pet may be replaced upon their death or removal from the Unit with a pet exceeding twenty (20) pounds. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). Unit Owners must pick-up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash no more than six (6) feet in length at all times when outside the Unit. No pets may be kept in on balconies when the Owner is not in the Unit. Without limiting the generality of Section 19 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that a bird(s) is not kept on Limited Common Elements and does not become a nuisance or annoyance to neighbors. Notwithstanding anything to this Declaration to the contrary, under no circumstances shall renters be permitted to maintain any pets.

All other Sections of Article 17 remain unchanged.

4. Section 18.2 of Article 18 of the Declaration, entitled "Leases", is hereby amended as follows:

18.2 Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing, be approved by the Association and shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations and Master Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Master Association. Leasing of Units shall also be subject to the prior written approval of the Association and the Association may deny permission to lease any Unit on any reasonable grounds the Association may find. No lease shall be approved for a term less than six (6) months. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to sub-leases and assignments and renewal of Leases. Nothing in this Section shall apply to the Lease of Unit from or by Developer, or any sublease or assignment of Lease as to a Developer owned Unit. Notwithstanding anything in this Declaration to the contrary, Unit Owners who acquired title to their Units subsequent to the date of adoption of this Amendment shall not be permitted to lease their Units prior to one (1) year from the date of obtaining ownership of their Units.

The Association may also require a deposit to be placed with the Association and held by it as security against a tenant's damaging the Common Elements. The security deposit shall not exceed one (1) month's rent, shall be held in an escrow account maintained by the Association for such deposits and shall be refunded to the tenant, or the Association shall give the tenant written notice of a claim against the deposit, within fifteen (15) days after the tenant vacates the applicable Unit. Any disputes relating to security deposits shall be handled in the same fashion as disputes concerning security deposits under Florida Statute Section 83.49.

All other Sections of Article 18 remain unchanged.

IN WITNESS WHEREOF, the undersigned have executed this Amendment on the date and year first above written.

Witnesses:

Print Name

Print Name

Print Name

Print Name

STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

**MYSTIC POINTE CONDOMINIUM NO. ONE
ASSOCIATION, INC.**, a Florida corporation
not-for-profit

By:

Gary Paikoff, President

By:

Melvin Witten, Secretary

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
RECORD VERIFIED
HARVEY RUMIN
CLERK, CIRCUIT COURT

The foregoing instrument was acknowledged before me this 28 day of April, 2003 by Gary Paikoff as President and Melvin Witten as Secretary of Mystic Pointe Condominium No. One Association, Inc., a Florida corporation, on behalf of the corporation. They (who are personally known to me)/(who have produced _____ and _____ as identification) and (did)/(did not) take an oath.

Signature:

My Commission Expires: 5/10/05

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



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The 2022 Florida Statutes (including Special Session A)

[Title XLVI](#)

CRIMES

[Chapter 817](#)

FRAUDULENT PRACTICES

[View Entire Chapter](#)

817.265 False or fraudulent proof of need for an emotional support animal.—A person who falsifies information or written documentation, or knowingly provides fraudulent information or written documentation, for an emotional support animal under s. [760.27](#), or otherwise knowingly and willfully misrepresents himself or herself, through his or her conduct or through a verbal or written notice, ~~as having a disability or disability-related need for an emotional support animal or~~ being otherwise qualified to use an emotional support animal, commits a misdemeanor of the second degree, punishable as provided in s. [775.082](#) or s. [775.083](#). In addition, within 6 months after a conviction under this section, a person must perform 30 hours of community service for an organization that serves persons with disabilities or for another entity or organization that the court determines is appropriate.

History.—s. 11, ch. 2020-76.

**PET REGISTRATION FORM
FOR OWNERS ONLY**

Date: _____

Unit Owner: _____

Unit Address: _____

Pet: DOG – CAT- OTHER (circle one)

Pets Name: _____

Pets Age and Sex: _____

Pets License Tag Number: _____

Breed: _____

(BE SPECIFIC – GIVE COMPLETE DESCRIPTION, COLOR, ETC.)

Pets Weight: _____

(PICTURE ENCLOSED)

Signature

Return form and photo to Management Office

FREQUENTLY ASKED QUESTIONS

Mystic Pointe Condominium #1 as of December 29, 2025

Q: What are my voting rights in the condominium association?

A: One vote per unit

Q: What restrictions exist in the condominium documents on my right to use my unit?

A: For residence only occupancy not to exceed 2 persons per bedroom. Refer to Declaration of Condominium 17.1

Q: What restrictions exist in the condominium documents on the leasing of my unit?

A: No lease permitted prior to one year from date of ownership. No lease less than six months. Only one lease per year. Association approval required. Security deposit not to exceed one month's rent is due prior to welcome session.
No pets.

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A: Maintenance ranges from \$682.88 - \$1,397.25 depending on unit size.
Late fee of \$25.00 applied after the 10th of each month.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: Yes, Master Association contact number 305.932.9600

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: Contact office (305) 933 - 2636

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

**CERTIFICATE OF APPOINTMENT
OF VOTING REPRESENTATIVE
(VOTING CERTIFICATE)**

To the Secretary of:
Mystic Pointe Condominium No. One Association, Inc.
(The "Association")

This is to certify that the undersigned, constituting all of the record owners of
Unit _____ in the Mystic Pointe Condominium No. One Association, Inc.
have designated:

Name of Voting Representative

as their representative to cast all votes and to express all approvals that such owners may
be entitled to cast or express at all meetings of the membership of the Association and for
all other purposes provided by the Declaration, Articles and Bylaws of the Association.

The Following examples illustrate the proper use of this Certificate:

- (i) Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required
designating either John or Jim as the Voting Representative – **NOT A THIRD
PERSON.**
- (ii) Unit owned by John Jones only. **No Voting Certificate required.**
- (iii) Unit owned by Bill and Mary Rose, husband and wife. Voting Certificate
required designating either Bill or Mary as the Voting Representative – **NOT A
THIRD PERSON.**

This certificate is made pursuant to the Declaration and the Bylaws and shall revoke all
prior Certificates and be valid until revoked by a subsequent Certificate.

Dated _____ day of _____, 20____.

Owner _____

Owner _____

Owner _____

**NOTE; this form is not a proxy and cannot be used as such. Please be sure to
designate one of the joint owners of the unit as the voting Representative.**



Print legibly or type all information. Account and telephone numbers and complete addresses are required.

APPLICATION FOR OCCUPANCY/APPROVAL

PRINT OR TYPE (Use Black Ink) Purchase _____ or Lease _____ (Check One) Desired Move In Date: _____
Apt. No. _____ Address: _____
Name (Mr./Mrs./Ms.) _____ Date of Birth _____ Soc. Sec No. _____
(mm/dd/yy) (Passport, Alien, Green Card, Social Insurance No.)
Spouse (Mr./Mrs./Ms.) _____ Date of Birth _____ Soc. Sec No. _____
(mm/dd/yy) (Passport, Alien, Green Card, Social Insurance No.)
Number of people who will occupy. Adults (over age 18) _____ Children (over 18) _____ Children (under 18) _____
Names & ages of children who will occupy: _____
Description of Pets (Breed, Size, Color, Weight, Etc.) _____
In case of emergency notify: _____
Name Address Telephone

PRINT OR TYPE (Use Black Ink) RESIDENCE HISTORY

A. Present Address _____ Phone _____
(Street Address, Apt No., City, State, Zip)
Name of Apt. /Condo _____ Phone _____ Dates of Residency _____
Name of Landlord or Mortgage Co. _____ Phone _____
Address _____ Mtg. No. _____

PRINT OR TYPE (Use Black Ink) EMPLOYMENT & BANK REFERENCES

A. Employed By (Business Name) _____ Phone _____
(or retired from)
How long _____ Dept. or Position _____ Mo. Income _____
Address _____ Zip _____
B. Spouse's Employment (Business Name) _____ Phone _____
(or retired from)
How long _____ Dept. or Position _____ Mo. Income _____
Address _____ Zip _____
C. Bank Reference _____ Phone _____
How long _____ Ck. Acct. No. _____ Sav. Acct. No. _____
Address _____ Zip _____

CHARACTER REFERENCES & VEHICLE INFORMATION

1. Name _____ Address _____ Phone (Residential & Office) _____
2. Name _____ Address _____ Phone (Residential & Office) _____
Driver's Lic. No. #1 _____ #2 _____ State _____
Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____
Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

Have you or the co-applicant ever file for bankruptcy, evicted from any tenancy, ever broken lease? If YES

Explain: _____

Have you or the co-applicant been arrested or convicted of any crime. Including Misdemeanors, DUI, etc or any criminal charge pending?

If Yes Explain: _____

If this application is NOT legible or is not completely and accurately filled out, Verify Screening Solutions (and the Association) will not be liable or responsible for any inaccurate information in the investigation and related report (to the Association) caused by such omissions or illegibility. By signing, the applicant recognizes that the Association or their agent, Verify Screening Solutions may investigate the information supplied by the applicant and a full disclosure of pertinent facts may be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, criminal background and mode of living as applicable. Any misrepresentation, falsification or omission of information may result in your disqualification. If any question is not answered or left blank, this application may be returned, not processed or not approved. Missing information will cause delays in processing your application.

Signature _____ Signature _____
Applicant Date Applicant's Spouse Date

CHARACTER REFERENCES

2. _____

Name	Address	Phone (Residential & Office)
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Make _____ Model _____ Year _____ Plate No. _____ Color _____ State _____

APPLICANT(S): Most banks, financial institutions, mortgage companies and employers require your signature and name printed. Make sure Authorization Form is completed as indicated.

DATE _____