



POINT EAST THREE CONDOMINIUM CORPORATION, INC

A Fifty-Five and Over Community

2895 Point East Drive, Aventura, FL 33160

Phone: 305-931-3960 ext. 3 • Fax: 305-931-6892

E-mail: pointeastthree@gmail.com • Website: pointeastthreecondominium.com

PURCHASE PACKAGE

***** ALLOW 30 DAYS TO PROCESS *****

THE PURCHASE PACKAGE CONSISTS OF THE FOLLOWING:

- | | |
|---|--|
| 1. APPLICATION FOR PURCHASE, GIFT, DEVICE
OR INHERITANCE | 11. AGE SURVEY |
| 2. AUTHORIZATION FOR FILE DISCLOSURE | 12. OCCUPANCY |
| 3. APPLICATION FOR OCCUPANCY/APPROVAL | 13. MOVE IN/OUT PROCEDURES |
| 4. FRONT GATE SECURITY NOTIFICATION | 14. EMERGENCY KEYS |
| 5. CONTACT/EMERGENCY CONTACT INFORMATION | 15. PETS |
| 6. FREQUENTLY ASKED QUESTIONS | 16. VEHICLES |
| 7. OWNERSHIP REQUIREMENTS (MUST BE NOTARIZED) | 17. MAINTENANCE |
| 8. ITEMS TO OBTAIN FROM THE SELLER | 18. PLUMBING |
| 9. AFFIDAVIT OF APPLICANT | 19. MODIFICATIONS TO YOUR UNIT |
| 10. VOTING CERTIFICATE | 20. RULES & REGULATIONS/ACKNOWLEDGEMENT
(POINT EAST THREE & COUNCIL PROPERTY) |

PROCEDURES

- The completed application must be submitted to the Point East office at least thirty (30) days prior to the expected closing date.
- Please attach a **Non-Refundable check of \$150.00** for the processing fee of this application, made payable to: Point East Three Condominium Corporation, Inc.,
 - > Husband and wife with joint credit references will require only one fee (If married and have different last names, a copy of the marriage certificate must be provided).
 - > Joint ownership requiring separate credit and references will require a \$150.00 fee for each person. Acceptance of the processing fee does not in any way constitute approval of this application.
- You must also provide all of the following with this application package:
 1. A copy of applicants' Driver's License, state photo I.D. or Passport to confirm identity.
 2. Any of the following proof of income: two most recent bank statements, paystubs or tax return.
 3. A copy of the Sales Contract.
- All the forms in this package must be filled out and signed by all applicants. If any questions are not answered or any forms are missing, this application will not be processed or approved.
- Occupancy prior to the Board's approval is prohibited. All applicants must be interviewed prior to the final approval. You will be contacted by our office to schedule your interview.

If you have any questions, please contact this office from Monday thru Friday, between the hours of 8:30 am - 4:30 pm at: (305) 931-3960 / Carmen- ext. # 3 or Maria - ext. # 9.

(Office)

Revised: December 27, 2024

Unit # _____ Date Received: _____ by: _____

POINT EAST THREE CONDOMINIUM CORPORATION, INC.

A Fifty-Five and Over Community
2895 Point East Drive, Aventura, FL 33160
(305) 931-3960 ext. 3
pointeastthree@gmail.com

APPLICATION FOR PURCHASE, GIFT, DEVISE OR INHERITANCE APPROVAL

1. This application must be completed in detail by each proposed purchaser. If any questions are not answered or left blank, this application will be returned, not processed and not approved.
2. Please attach a non-refundable check of \$150.00 for the processing fee of this application, made payable to Point East Three Condominium, for each applicant, other than husband/wife or dependent child (which is considered to be one applicant). Acceptance of the processing fee does not in any way constitute approval of this transaction.
3. You must also provide with this application:
 - a. a copy of the Sales Contract
 - b. copies of two of your most recent paystubs, bank statements or tax return as proof of income.
4. The completed application must be submitted to the Association office at least thirty (30) days prior to the expected closing date.
5. All applicants must make themselves available for a personal interview prior to the final Board of Directors approval. Occupancy prior to the Board's approval is prohibited.
6. Point East Three Condominium is a community designed and intended to provide housing for residents who are age 55 or over. No permanent occupancy of any unit is permitted by a person under age 18; In addition, units must be permanently occupied by at least one person 55 or over.
7. No pets allowed at any time.
8. No commercial vehicles, boats, trailers, recreational vehicles, pick up trucks, etc. are permitted in the condominium property.
9. The seller shall provide the purchaser with a copy of the Condominium Documents. Otherwise they should allow \$50.00 to the buyer so that they can purchase them from the Association.
10. Purchaser must notify Association of the exact date of closing.

PLEASE TYPE OR PRINT ALL INFORMATION ON THESE FORMS

Date: _____ Apt. No. _____ Approx. closing date _____

Seller's Name _____ Tel No. _____

Name of Realtor Handling Sale _____ Tel # _____

Name of Prospective Buyer(s) (as Title will appear):

a. _____ b. _____

c. _____ d. _____

Realtor Representing Buyers _____ Tel # _____

Will this be a Cash Purchase? Yes _____ No _____

Mortgage Information (If unit will be Mortgaged):

Name of Lender _____ Tel. No. _____

Address: _____

OTHER PERSONS who will occupy the Unit with you:

(All Residents must fill out an application and sign the Rules & Regulations)

<u>Name</u>	<u>Age</u>	<u>Relationship</u>
_____	_____	_____
_____	_____	_____

Have you ever seasonally resided in Florida before? _____ If yes, please list the name, address and dates of residency:

If retired, please state the company's name and address that you retired from and when: _____

Have you ever been convicted or pled guilty to a crime? _____ If yes, please state the date(s), charge(s) and disposition(s) *(if additional space is needed, you may attach a separate sheet of paper with the full explanation)* _____

1. In making the foregoing application, I represent to the Board of Directors that the purpose for the Purchase of this Apartment at Point East Three Condominium is as follows:
Permanent Residence _____ Seasonal Residence _____ Other (Explain) _____
2. I hereby agree for myself and on behalf of all persons who may use the apartment which I seek to purchase, that I will abide by all the restrictions contained in the By-Laws, Rules & Regulations, Association Documents and restrictions, which are or may be imposed by Point East Three Condominium Corporation, Inc.
3. I have received a copy of all Association Documents and Rules & Regulations.
Yes ___ No ___
4. I understand that I will be notified by the Administration Office within thirty (30) days of either acceptance or denial of this application. Occupancy prior to Board approval is prohibited.
5. If this application is accepted, I will provide the Association with a copy of the Closing Statement and a copy of the recorded Deed after closing.
6. I understand that there is a restriction on pets and that I may not bring a pet, nor may any guest,

visitor or tenant bring a pet into POINT EAST THREE CONDOMINIUM nor acquire one, either temporarily or permanently after occupancy.

7. I understand that the acceptance for purchase of an apartment at POINT EAST THREE CONDOMINIUM is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of the information on these forms will result in the automatic disqualification of your application. Occupancy prior to Board of Directors approval is prohibited.
8. I understand that the Board of Directors of Point East Three Condominium Corporation Inc., may perform an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors, Management and Verify Screening Solutions Inc., to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that the Board of Directors, Officers and Management of Point East Three Condominium Corporation, Inc., itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of the POINT EAST THREE CONDOMINIUM CORPORATION, INC. will be final and no reason will be given for any action taken by the Board of Directors. I agree to govern by the determination of the Board of Directors.

Applicant's Signature

Applicant's Signature

Applicant's Printed Name

Applicant's Printed Name

AUTHORIZATION FOR FILE DISCLOSURE

PLEASE ATTACH DRIVER'S LICENSE OR PHOTO ID TO THIS FORM

APPLICANT/TENANT CONSENT

I hereby consent to allow Verify Screening Solutions, Inc., through its designated agent/employee, to obtain and verify my consumer reports, including but not limited to, my credit report, criminal information, and eviction information for the purpose of determining my eligibility to lease/purchase an apartment. I further understand if I lease/purchase an apartment, I consent to allow Verify Screening Solution, Inc. and its designated agent/employee, for the duration of my lease, to review the following list of information to assess risk, for analytics, for process improvement, and other uses: my consumer reports, including but not limited to my credit report, criminal information, eviction information, my rental payment history, and occupancy history, and other information. The facts set forth in my application for residency are true and complete. False, fraudulent or misleading information on an application may be grounds for denial of residency or subsequent eviction. Results will be provided to

X _____
Signature Date

Full Name - First, Middle, and Last Name (Please Print)

Home Address (Unit # if applicable) APPLICANTS CONTACT #(REQUIRED)

CITY STATE ZIP

Social Security Number Date of Birth Driver's License Number and State Issued



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.)
Applicant Contact # _____ Spouse # _____
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 _____
(Street Address, Apt No., City, State, Zip)
Name of Apt. /Condo _____ Dates of Residency _____
Name of Landlord: _____ Phone _____
Monthly Rent Amount:\$ _____

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 _____
Supervisor/Manager Name: _____
B. Spouse's Employment (Business Name) _____ Phone _____
(or retired from) _____
How long _____ Dept. or Position _____ Mo. Income _____
Supervisor/Manager Name: _____
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

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

FRONT GATE SECURITY NOTIFICATION

Date: _____

Front Gate Security:

Please be advised that currently the sale of unit # _____ is in progress.

The anticipated closing date is scheduled for _____

Upon receipt of the Warranty Deed and Closing Statement, the buyers/residents named below are to be entered in the front gate computer.

New Unit Owner(s)/Resident(s):

Phone no. to be registered at the front gate computer () _____

Please update your records accordingly.

Thank you,

Point East Three Corporation

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

Applicant Information:

Unit # _____ Applicant's Name(s): _____

Mailing Address: _____

Home # _____ Cell # _____ Additional # _____

E-mail address: _____

Do we have your permission to send you emails? Yes / No

Emergency Contact Information:

Please list the person you would like us to contact in the event of an emergency; please provide a local person:

Name: _____

Address: _____

Area Code with Phone Number: _____

Please list a second contact in case the aforementioned is not available:

Name: _____

Address: _____

Area Code with Phone Number: _____

(Signature)

(Signature)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

FREQUENTLY ASKED QUESTIONS AND ANSWERS

Q. What are my voting rights in the Condominium Association?

A. One vote per unit.

Q. What restrictions exist on my right of use to my units?

A. Occupancy for residential purposes only. No pets allowed, including pets of guests. No guests or family are allowed in the unit when the owner is not present.

Q. What restrictions exist on leasing my unit?

A. You must own and occupy the unit for eighteen (18) months before you can lease it (Section 13.5 By-laws). No unit shall be rented for more than one (1) term during any calendar year. Leases may be renewed for an additional twelve (12) month term.

Q. How much are my monthly maintenance payments to the Condominium Association for my unit, and when are they due?

A. The monthly maintenance due for the year **2025** according to unit type is as follows:

1 bedroom/ 1 bath:	\$ 549.00
1 bedroom/ 1.5 bath:	\$ 574.00
1 bedroom/ 1 bath convertible:	\$ 687.00
2 bedroom/ 1 bath:	\$ 701.00
2 bedroom/ 2 bath:	\$ 746.00

Maintenance payments are due on the first of each month, with a courtesy grace period of five (5) days. Any payments received after the five (5) day grace period, will be charged a late fee of \$15.00.

Q. Do I have to be a member in any other Association? If so, what is the name of the Association? Also, how much are my assessments?

A. No

Q. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability of excess of \$100,000?

A. No

Q. If I give life estate to my parents, what facilities am I entitled to?

A. None unless your parents are present during your visit.

- Point East Three Condominium Corp., Inc. is a community designed for residents who are age (55) fifty-five or older. Units must be permanently occupied by at least one person age (55) fifty-five or older.
- No permanent occupancy of any unit is permitted by a person under age 18.

Buyer's Signature

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

OWNERSHIP REQUIREMENTS

As per your Condominium Documents please be advised that after you close on your unit before you are able to lease/rent your newly owned unit, you must physically live in the unit for eighteen (18) months before you can lease/rent the unit.

I, undersigned, understand and agree to the aforementioned.

(Buyer's Signature)

(Buyer's Signature)

(Print name)

(Print name)

(Date)

Dated this _____ day of _____, _____

(Must be notarized)

STATE OF FLORIDA
COUNTY OF DADE

The foregoing instrument was acknowledged before me this _____ day of _____

_____, _____

Notary Public

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

ITEMS TO OBTAIN FROM THE SELLER

Unit No. #

At the closing table, you must obtain the following items from the SELLER:

1. KEYS FOR THE LIVING ROOM & KITCHEN DOORS
2. MAILBOX KEYS
3. CONDO DOCUMENT BOOK

You must obtain the CONDO DOCUMENT BOOK from the seller. If the Seller does not have the documents, he/she should allow you \$100.00 so that you can purchase the documents from Point East Three office.

You also must obtain the WARRANTY DEED at closing. You may NOT move into your unit at Point East until the Management Office receives the Notarized copy of the Warranty Deed.

I, undersigned, understand and agree to the aforementioned.

(Buyer's Signature)

(Buyer's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

AFFIDAVIT OF APPLICANT

Before me personally appeared _____, who after being fully sworn and deposed stated the following to be true based upon his/her own personal knowledge:

1. I am applying to own unit _____ of Point East Three Condominium.
2. I (am/ am not) over the age of fifty-five (55). Date of Birth: _____
3. Anyone not on the Warranty Deed cannot reside in the unit when the owner is away.
4. Anyone on the Warranty Deed, under the age of 55, cannot reside in the unit when the owner over the age of 55 is away, unless married.
5. My approval by the Board of Point East Three Condominium is conditional.
6. Should I fail to follow the rules & regulations of the Condominium, my approval to reside at Point East Three will be revoked and fines can also be imposed.

(Buyer's Signature)

(Buyer's Signature)

(Print your name)

(Print your name)

(Date)

(Date)

SWORN AND SUBSCRIBED by (Director) _____,

on this _____ day _____, 20__ is personally

known to me or has produced _____ as

identification and has taken an oath.

Executive Board Member

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

VOTING CERTIFICATE

To the Secretary of Point East Three Condominium Corporation, Inc (The Association).

This is to certify that the undersigned person(s) consisting of all the record owners of Unit Number _____, has designated:

(Name of Voting Representative)

As their representative to cast all votes and 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 of Condominium and the Articles and By-laws of the Association.

- If a unit is owned by "John Doe" and his brother, "Jim Doe", a Voting Certificate is required designating either "John or Jim" as the Voting Representative.
- If a unit is owned by "Mr. John and Mrs. Mary Smith". Designate one of the joint owners of the unit as the Voting Representative.
- If a unit is owned by one person, no Voting Certificate is required but is requested for signature verification.
- If a unit is owned by a Corporation, a Voting Certificate is required, designating the Voting Representative and a copy of the Board Meeting Minutes.

This Certificate is made pursuant to the Declaration of Condominium, the Articles and By-laws of the Association and shall be valid until revoked by a subsequent Voting Certificate.

I, undersigned, understand and agree to the aforementioned.

(Owner's Signature)

(Owner's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

AGE SURVEY

I am an authorized occupant of Unit _____ at Point East Three Condominium Corporation inc. and hereby state the following:

1. That my name is _____
2. That I was born on _____ and that (I am/I'm not) over 55 years of age.
3. That I have provided documentation which may include a copy of my birth certificate or my drivers license to Point East Three Condominium Corporation, Inc. which demonstrates proof of age.

Date: _____

Occupant's Signature

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

OCCUPANCY

Unit Number: _____

I/We understand and agree that according to the Declaration for Point East Three Condominium, that in the event an occupant of a unit who is fifty-five (55) years of age or older (qualifying occupant), no longer permanently occupies a unit, an occupant of a unit who is not fifty-five (55) years of age (non-qualifying occupant), shall not be able to occupy the unit regardless if this person is a record title holder of the unit. (Amendment to Declaration of Condominium, Article 17, Minimum Age for Occupancy Restrictions under the Fair Housing Act).

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

MOVE IN/MOVE OUT PROCEDURES

&

DELIVERY OF PURCHASED ITEMS

As a resident of Point East Three Condominium, you are expected to notify the Management Office of your intention to move or if you will be having a delivery by filling out the Moving or Delivery form available in Point East office. We will then notify security and they will allow your moving van or delivery van onto the premises.

Failure to comply with this procedure will cause your moving/delivery to be delayed. Moving/Delivery trucks will not be permitted into the property without prior notice.

Moving hours are Monday thru Friday, from 8:30 am to 4:00 pm; moving trucks must arrive in the property prior to 2:00 p.m. No moving is allowed on Saturdays, Sundays or Legal Holidays.

Delivery hours are Monday thru Friday, from 8:30 a.m. to 4:00 p.m. Deliveries must arrive in the property prior to 3:00 p.m. No deliveries are allowed on Saturdays, Sundays or Legal Holidays.

Any delivery or move not scheduled with the Management Office WILL BE REFUSED entry through the front gate.

Residents will be held responsible for any and all damages made to the premises and/or any and all damages made to any buildings or its structure inside or outside the building.

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

EMERGENCY KEYS

It is necessary that you provide the Management Office with a set of keys to your unit. Your Condominium Documents and Florida Statutes allow the Management Office to enter your unit for emergency repairs, water leaks, floods, fire or medical reasons.

However, if you do not provide the Management Office with a set of emergency keys, and we need to access your unit in the event of a potential emergency or an immediate emergency, we will contact a locksmith of our choice and you will be responsible for the expense.

The Management Office recommends that you change your locks upon your move in.

I, undersigned, understand and agree to the aforementioned.

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

PETS

Please be advised that PETS are Not Allowed in Point East Property at any time. Not even guest's pets!!!

Failure to comply with the Rules & Regulations will result in fines.

I, undersigned, understand and agree to fully abide by the aforementioned.

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

VEHICLES

Please be advised that no unlicensed vehicles, commercial vehicles, motorcycles, motor scooters, campers, trailers, or recreational vehicles are permitted on the property at any time.

Failure to comply the Management Office will tow your vehicles at your expense.

I, undersigned, understand and agree to the aforementioned.

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

(Date)

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

MAINTENANCE

Please be advised that "in your unit" the Condominium's Maintenance staff does not perform maintenance. It is recommended and suggested that you obtain an Appliance Contract (with the Vendor of your choice) to cover repairs to all your appliances.

Please make sure you include within your Appliance Contract "minor electrical and plumbing repairs". Also include with the basic coverage, hot water heater replacement and minor or preferable major electrical and plumbing.

All electrical and plumbing must be done by a licensed professional and permits must be obtained from the City of Aventura.

I, undersigned, understand and agree to the aforementioned.

(Applicant's Signature)

(Print name)

(Date)

(Applicant's Signature)

(Print name)

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

PLUMBING

Please be advised that Residents must notify the Management Office if any plumbing work will be done in their unit that requires the shutting off the water.

Our Maintenance personnel are the only authorized persons to turn the valve off. Please do not instruct your plumber to turn off the water.

The Management Office will place notices in your lobby to notify the other residents in your building at least 24 hours in advance should the shutdown affect them.

Residents will be held responsible for any and all damages made to the premises and/or any and all damages made to any buildings or its structure inside or outside the building.

(Applicant's Signature)

(Print name)

(Date)

(Applicant's Signature)

(Print name)

POINT EAST THREE CONDOMINIUM CORPORATION, INC

A 55 and Older Community

MODIFICATION(S) TO YOUR UNIT

Please remember, if you are thinking of changing your flooring, windows, doors, moving walls, etc., you must come to the management office to pick up the "Architectural Modification Form". The work you may be contemplating may require a permit from the City of Aventura to assure all building codes are met.

The Architectural Modification Form must be filled out completely and submitted to the Point East office for approval from the Board of Directors.

After the Board of Directors has approved, we will give the vendor an approval form granting permission to commence requested work and to apply for the permit and notice of acceptance by the County.

After the vendor obtains the permit and notice, he must submit the paperwork back to the Management Office.

Flooring Requirements:

For the Installation of **Ceramic Tile and Stone Flooring**, the following is required:

1. Architectural Modification Form.
2. Letter of Approval from the Board of Directors.
3. Contractor's License.
4. A Building Permit from the City of Aventura.
5. A sample of the Soundproofing (It is recommended that all underlayment materials between the concrete floor and the finished hard surface be 1/4" cork or any other type of soundproofing that meets the South Florida building codes).

For the Installation of **Hardwood Flooring**, the following is required:

1. Architectural Modification Form.
2. Letter of Approval from the Board of Directors.
3. A Building Permit from The City of Aventura.
4. A sample of the Soundproofing. (Hardwood flooring installed on concrete shall have a pad or felt type sound insulating material between the concrete and wood to reduce sound attenuation. The pad shall be minimum thickness as recommended by the National Governing Codes of the WPA Institute).
All STC rating as sound attenuation shall be no less than 45 STC as a minimum.

Hurricane Shutters:

For the Installation of Hurricane Shutters, the following is required:

1. Architectural Approval.
2. Contractor's License
3. Contractor's Certificate of Liability Insurance
4. A Building Permit from the City of Aventura.
5. Product Control Notice of Acceptance (Metro-Dade).
6. Construction Plans.

Hurricane shutters must be the accordion style and white in color. Shutters must be attached to the masonry jambs of the sliding glass doors and may not encompass the catwalks or balconies. Shutters must be fastened using stainless steel bolts and properly caulked (waterproofed) against the elements. All maintenance and repairs are the responsibility of the unit owner. Shutters that need to be removed to service the area is the responsibility of the unit owner. Opening and closing of the shutters is the responsibility of the unit owner.

Windows:

For the Installation of windows, the following is required:

1. Architectural Approval.
2. Contractor's License.
3. Contractor's Certificate of Liability Insurance.
4. A Building Permit from the City of Aventura.
5. Construction Plans.
6. Window must be the "up and down" style, awning windows are no longer allowed per building codes.

All maintenance and repairs of windows are the responsibility of the unit owner.

Failure to comply with any of the above stipulated conditions shall be cause for removal of said architectural change (hurricane shutters, windows, flooring, etc.). The Board of Directors will strictly enforce compliance with the rules and regulations.

I, undersigned, understand and agree to the aforementioned.

(Buyer's Signature)

(Buyer's Signature)

(Print your name)

(Print your name)

(Date)

(Unit Number)

POINT EAST THREE CONDOMINIUM ORPORATION, INC.

A 55 AND OLDER COMMUNITY

RULES & REGULATIONS

USE OF CONDOMINIUM UNITS:

Units shall be used for residential purposes only, whether owned or leased. No unit may be used to conduct any trade or business.

NUISANCE:

Residents shall not use or permit any use or permit any use of their premises or common elements, which constitutes immoral, improper, offensive or unlawful use.

No resident shall play or permit to be played any musical instrument or operate or permit to be operated a phonograph, radio, television or other audible devices in a unit between the hour of 11:00 p.m., and the following 8:00 a.m. Nor is any other use or practice, which is the source or annoyance to other occupants, which interferes with the peaceful possession and proper use of the unit.

No animal, birds, fish, reptiles, amphibians or other pets of any nature and description shall be raised, bred or kept in any apartment, the limited common elements or common elements.

CHILDREN:

Children must be supervised at all times. They are not allowed to play on the walks, corridors, elevators, stairways, roofs or clubroom.

COMMON PROPERTY:

Common elements shall be used for the intended purposes only and shall not be abused, defaced, littered or obstructed in any way.

No personal articles shall be kept in such areas, which are to be kept free of obstruction.

No articles shall be placed in any of the corridors, walks or stairways in any building nor shall be hung or shaken or stored from doors windows, walks, balconies, or corridors or any building.

No decorations may be placed on any of the common elements.

No cooking permitted on any balcony or terrace of the apartment.

All doors from the unit shall be closed at all times except when in actual use.

No one shall enter upon the roofs, elevator shafts, equipment rooms, or power rooms.

Use of all amenities is subject to the Rules and Regulations of the Association.

Skateboards, skates and bicycles are prohibited on the water walkways, paths, corridors, and pool areas.

Residents must have proper identification cards to enter the community facilities.

GARBAGE AND TRASH:

All garbage is to be placed in plastic bags and securely tied before depositing in the chute on each floor. Bags too large for the chute shall be taken to the garbage room on the ground floor and put in the dumpster.

ALTERATIONS AND IMPROVEMENTS:

Prior to any alteration or improvements to any portion of the unit or to the Community property or removal of any portion thereof, or make any addition to, or do any work which would jeopardize the safety or soundness of the Condominium or impair any easement may NOT be made without first obtaining prior written approval from the Association, (Architectural Modification Form).

Unit owners shall notify the Association if any plumbing work requires shutting off the water and then only authorized individuals of the Association may shut it off.

Washing machines and dryers are not permitted inside a unit.

Installation of flooring shall require soundproofing.

ADVERTISEMENTS:

No resident shall affix any signage of any kind to the exterior of the Condominium.

ASSOCIATION EMPLOYEES:

No resident shall direct, supervise or in any manner attempt to assert any control over any of the employees of the Association, or management company nor shall he attempt to use or send any such employee on private business for the resident.

COMPLAINTS AND REQUESTS:

Except for emergencies, direct all complaints and requests to The Board of Directors in writing.

EMERGENCY ENTRY/PASSKEYS:

A key shall be retained by the Association to be used in the event of emergencies, i.e., fire, leakage, medical, etc. No unit shall alter any lock or install a new lock on any door of the premises without providing the management with the new key.

BALCONIES, STAIRCASES AND WALKWAYS:

Shall be used for the purpose intended and not as storage areas, they shall not be used for cleaning of rugs or other household items or for outdoor cooking or any kind. Sweeping or throwing dust or anything of such nature from the balconies, windows, or doorways, including shaking or mops or rugs is not permitted.

PARKING:

No unlicensed vehicles, expired tags, no commercial vehicles, motorcycles, motor scooters, boats, campers, trailers, or recreation vehicles are permitted, violators will be towed at owner expense.

Renters may not assign or lease their parking space.

Automobile repairs are not permitted on the property at any time.

Hand washing and polishing of vehicles must be performed at the unit owner's assigned parking space. There shall be no washing of vehicles with a hose at any time.

55 AND OLDER HOUSING:

Point East is deemed a housing facility for individuals 55 and older.

A current census of occupants is maintained.

No person under the age of 18 years of age shall be permitted to reside at Point East, except children under such age may be permitted to visit and temporarily reside on the property provided that such temporary residence shall not exceed 30 days within any consecutive 12 month period.

Only the original documents will be accepted. No copies, no fax applications, etc., will be accepted.

LEASES:

Unit owners shall provide the Board of Directors written notification of the intention to lease.

Screening/interviewing of prospective tenants(s) within 30 days is required.

The Point East lease must be used. Only original paperwork will be accepted. No copies, no fax applications, etc., will be accepted.

No unit shall be rented for more than one term of 12 months during any calendar year.

A unit owner shall be liable for any maintenance, repair, replacement or damage to the common elements, and for the performance of all covenants and conditions of the Declaration of Condominium, by-laws, Articles of Incorporation and Rules and Regulations.

GUEST:

Owners/Renters must be in residence when a guest is to occupy the unit and then only up to 30 days in any 12 month period. Guest are not allowed if the unit owner/renter is not present.

GUESTS DEEMED TENANTS:

Any guest occupying a unit for more than 30 days shall be deemed a tenant.

Any guest staying more than 30 days is considered an illegal tenant and the rules and regulations applying to tenants will be enforced. An application for occupancy must be filled out, screening fee applied, and all permanent occupants must be interviewed and approved by the Board of Directors.

A tenant may have overnight guest, subject to the same restriction set forth above for owners.

MOVING:

You must call the management office to schedule your move and be placed on the calendar. Moves are allowed Monday thru Friday, 8:30 a.m. to 4:00 p.m. No moving is allowed on Saturdays, Sundays or Holidays. If not scheduled the Mover will be denied entry. No exceptions.

DELIVERIES:

Deliveries of all kinds, purchase of new furniture, appliance, carpet, vendor's materials, etc., must also be called into the management office to be placed on the calendar in order to receive. Schedule is Monday thru Friday, 8:30 a.m. to 4:00 p.m. No Delivery is allowed on Saturdays, Sundays or Holidays. If not scheduled, your delivery will be refused entry. No exceptions.

LAUNDRY:

A washer and dryer is located on each floor of the building. No tinting or dyeing is permitted in the machines. Equipment must be left in clean condition. Clothes must be removed promptly from the machines. Lights must be turned off in the laundry room and the door closed when you are finished using the room. Rugs must not be washed in the washing machines.

STORAGE OF COMBUSTIBLE ITEMS:

Flammable, combustible or explosive fluid material, chemical or substance may not be stored in any apartment or any portion of the common elements. No motor vehicle or motors using the combustible fuels shall be kept within the confines of the building.

RECREATION FACILITIES:

Nothing is to be removed from the recreation facilities or other common areas for personal use.

SWIMMING AREA:

Hours are from 8:00 a.m. until sunset. No lifeguards are provided. Swimming is at your own risk at all times.

No diving permitted.

A responsible adult must supervise children under 16 years of age. Children of diaper age (3 years of age and under) are not permitted in the pool at any time.

Towels are required to protect the deck and furniture from oils and lotions.

Showers are required before entering the pool.

Rafts, toys, floats, etc., and ball playing are not allowed. No running, pushing, horseplay, of any kind is permitted. Portable pools are not permitted anywhere on the patio/pool area.

Absolutely no food or beverages allowed at any time.

Excessive noise prohibited. Radios not permitted if and when their operation distracts or annoys others.

Chaise lounges are not to be removed.

Shoes must be dry and worn when entering or exiting the building lobbies. All unit owners, tenants and guests shall wear shoes and shall be dry when entering or exiting the building lobbies.

The Clubhouse Pool limited to use by Registered Residents only. Satellite Pools located in each Corporation is to be used by any visitor(s) if accompanied by the unit resident.

AMENDED RULES AND REGULATIONS POINT EAST COUNCIL PROPERTY

1. APPLICABILITY

Every Approved Resident 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. Failure of a Approved Resident or guest to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due to damages, injunctive relief or any combination thereof.

2. CLUBHOUSE

- A. Point East ID Card is required to enter the Clubhouse and use any of the facilities including, but not limited to the Swimming Pool, Billiard Room, Spa, Shower, Sauna, Bowling Alley, Auditorium, Gym, Card Room, Shuffleboard, and the Dock.
- B. Specific rules approved by the Point East Council will be posted in the Clubhouse in the various rooms and facilities including, but not limited to, the Auditorium, Billiard Room, Bowling Alley, Card Room, Gym, Pool, Spa, Showers, Saunas, Shuffleboard, Dock and the Rose Room.
- C. Clubhouse facilities and common areas are limited to use by Approved Resident
- D. Clubhouse Dress Code. Proper attire is required according to Events. Bathing suits are not allowed except in the Pool Area.
- E. Animals are not permitted in the Clubhouse, Pool Area, rooms and facilities, nor the common areas, except those permitted by law.
- F. No smoking except in a designated area.
- G. Food or beverages are not allowed in the Clubhouse and Pool Area. No glass containers of any kind are allowed at any time. Water only in a plastic bottle.
- H. The Clubhouse is to be used only for functions and events sponsored by the Condominium Associations, Point East residents and Point East Clubs, with prior approval of the Point East Council.
- I. An Approved Resident shall be liable for the expense of any maintenance, repair, replacement or damage to the Common areas and facilities rendered necessary by their acts, or by those of any member of the Approved Resident family or guests.

3. RECREATIONAL FACILITIES

- A. The use of the recreational facilities and common areas shall at all times be governed by the Rules and Regulations promulgated by the Point East Council.

4. PARKING

- A. Parking spaces located on the common areas that are jointly owned by the Four Associations and under the control of the Council are to be used only for the Point East Council Administrative Office, Clubhouse Activities and the X Apartments.
- B. Violations of these parking restrictions may be subject to removal of a vehicle in accordance with Florida Statutes.

5. CLUBHOUSE POOL AREA

- A. Use of the Swimming Pool and Pool areas is limited to Approved Resident.
- B. Use of Swimming Pool is limited from 7:00A.M. to 9:00P.M. and is at user's own risk at all times. Lifeguards are not provided. No diving is permitted.
- C. All incontinent persons are prohibited from using the swimming pool.
- D. No food or beverages are allowed in the pool area. No glass containers of any kind are allowed.
- E. Excessive noise of any type is prohibited in the pool area. Visual and Audio devices are permitted when used with a headset or earphones.
- F. No smoking except in a designated area allowed.
- G. Rafts, floats and ball playing are prohibited. No running, pushing or horseplay of any kind is permitted. The Point East Council is not responsible for any accidents or injuries.
- H. Towels are required to protect the pool deck and furniture from oils and lotions. Persons using oils and lotions must shower before entering the pool.
- I. Chaise lounges are not to be removed or taken from the pool deck area for use anywhere else.
- J. All individuals must be dry and wear a cover up and shoes before entering the Clubhouse.

6. GATEHOUSE

- A. Entry into the Guardhouse is prohibited to all but members of the Boards of Directors, their designees, Associations' Staff and authorized Contractors.
- B. Anyone on foot or Bicycle entering Point East Property must enter through the gate and must show their ID to the guard.
- C. No visitor to a unit will be allowed by the guard to enter Point East Property if the Approved Unit Resident is not at home to give permission for them to enter.

7. DOCK RULES AND REGULATIONS

- A. Only unit owners may apply for a Boat Slip. A Boat Slip may not be transferred from an owner to a tenant of any unit. A unit owner must file an Intent To Rent Boat Slip Application with Point East Council.
- B. All applicants filing an Intent to Rent Boat Slip Application are subject to interview and Approval by Point East Council.
- C. A unit owner who desires to rent a boat slip must provide a copy of a Florida Boat Registration and Insurance Policy to the Council, along with the application and such other information as the Council may reasonably require for consideration of the application. No application for renting a Boat Slip shall be considered complete until all the information/documentation requested by the Council has been received.
- D. The first month's rent and a Security Deposit equivalent to one month's rent is payable upon acceptance of the application for the rental of the dock space.
- E. If you do not have a boat at the time your name is called, you will have 90 days to purchase a boat. Rent is based on a boat length of 22 foot and is payable upon acceptance for a boat slip. After the boat is purchased, the rent will be adjusted according to the actual length of the boat. If you do not buy a boat, you will not be approved for a lease and only your security deposit will be returned.
- F. Gates to individual Boat Slips must be kept unlocked.
- G. Any Renter of a Boat Slip who is not current with the Boat Registration and insurance will forfeit their Boat Slip. You will also forfeit your boat slip if you do not use the boat slip for your boat at least 180 days during the year, as measured from the effective date of your boat lease. Anybody who forfeits their boat slip will be required to file a new Intent to Rent and be placed on the bottom of the list.
- H. Liability Insurance in the amount of \$300,000 is required. Point East Council must be listed as additional insured on the policy.
- I. A vacant Slip will be offered first to current renters of boat slips who want to make a change based on their rental seniority.
- J. When a vacancy occurs, the next person on the Waiting List will be sent a certified, return receipt letter. If there is no response within 10 days from their receipt of the letter, a call will be made. If there is no response to the phone call, the next person on the Waiting List will be contacted.
- K. Anyone who is on the list and refuses Rental will be removed from the Waiting List. They must file a new Intent to Rent Application if they want to be put back on the list and will go to the bottom of the list.

- L. For Dock Space to be leased jointly to two Point East Unit Owners, both their names must be recorded together on the Waiting List at the time of application. The names as submitted cannot be amended or assigned. The state registration and insurance of the boat must be in both names.
- M. The Lease is for one year and may be renewed only with updated Registration and insurance and only with the Approval of the Point East Council.
- N. Rental rates are subject to change.

8. UNIT OWNER COMPLAINTS AND REQUESTS

Except for an emergency, all complaints and requests regarding the common areas and/or facilities are to be directed or mailed to the Point East Council.

9. POINT EAST ROOM CHARGES

ANNE ACKERMAN ROOM	Point East Residents \$120 Non-residents \$450 (Maximum People Allowed 83)
COFFEE SHOP	Point East Residents \$120 Non-residents \$450 (Maximum People Allowed 84)
ROSE ROOM	Point East Residents parties only \$100 Point East Residents with Outside guests \$300 Non-residents \$800 (Maximum People Allowed 220)

Room rentals are for a period of 4 hours.

ANY ADDITIONAL TIME WILL BE CHARGED AT @ \$100.00 PER HOUR.

There will be no dancing allowed in the Coffee Shop.

Deposit equal to amount of rental.

Rental rates are subject to future change.

The Rose Room rented for 100 people or more must have a Security Guard supplied by Point East and paid by the Renter.

There will be an additional charge of \$100.00 if the room is not left clean.

POINT EAST COUNCIL

AUTOMOBILE BAR CODES AND ID/GATE PASS CARDS NOVEMBER 21, 2012—REVISED JANUARY 18, 2022

1. BAR CODES:

- A. To be entitled to a Point East bar code, you must be a registered resident of a unit in Point East. Even if you are listed on the Warranty Deed as a Co-Owner, you are not entitled to a bar code unless you also reside in the unit.
- B. You may only receive a bar code issued to you for the unit you reside in, even if you are an owner of another unit.
- C. To receive a Resident Bar Code, the registered resident for whom the bar code is being issued must present the following:
 - 1. Unit resident's valid Point East Identification Card
 - 2. Unit resident's current vehicle registration for the automobile that is receiving the bar code.
 - 3. Unit resident's current Driver's License
 - 4. Unit resident's vehicle, to which the bar code is to be affixed.

2. BAR CODE PRICING:

- A. All bar codes issued to a registered unit owner is \$40.00 (Non Refundable) – Memorandum dated November 9, 2021.
- B. Bar Code for registered renters - \$40.00 (If a lease renewal is not on file in the Point East Office, the bar code will be deactivated. There will be a reactivation fee of \$40.00.)
- C. Rental Cars: \$40.00 per bar code (Non Refundable).
- D. Bar codes are identified by the resident's unit and not by the resident's name. If you move to a different unit in Point East, you must notify the Security Office so the information on your bar code will correspond with the Corporation and unit you will be living in. If you fail to comply, your current bar code will be deactivated and a fee of \$40.00 will be charged for each reactivation.
- E. If your car is in an accident and you are unable to save your bar code due to damage, you will be charged a \$40.00 non-refundable fee to have a new bar code installed.
- F. If your car is stolen, report this to the Security Office immediately. We will install a bar code on your new car at no charge. You must bring a copy of the Police Report.
- G. If you purchase a new car, you must remember to remove the bar code from the old car. We will place a new bar code on the new car for a transfer fee of \$40.00.
- H. If you move out of Point East, your bar code will be de-activated and should be removed from the car.
- I. All bar codes must be placed on your vehicle by a Point East council employee. It may not be transferred to any other vehicle at any time.
- J. Bar codes are the property of Point East. If your bar code fails to operate due to damage from misuse, you will be charged \$40.00, non-refundable, for a replacement bar code. If a bar code is defective, it will be replaced at no cost.

I.D./GATE-PASS CARDS:

1. You must be an owner, full time resident of Point East, or renter. Owners who rent their unit must turn in their ID cards.
2. You may only receive one I.D. Gate-Pass card issued to the unit you reside in, even if you are on a Warranty Deed as an owner for another unit. Each ID/Gate-Pass Card is \$40.00 non-refundable for each card.
3. In order for an I. D. /Gate –Pass card to be issued, you must bring the following:
 - a. A Picture I.D. card
 - b. A Picture I.D. card for non-resident help, after Corporation approval.
4. This gate-pass card may not be assigned or given to any other person whatsoever.
5. If an I.D./Gate-Pass card is found to be in the possession of anyone other than the person the Card was issued to, it will be seized and de-activated. There will be a re-activation charge of \$40.00.
6. Gate-Pass(es) for hired help (home-aids, maids, etc.): There will be a \$40.00 non-refundable charge. The gate-pass(es) will be good for one (1) year with a renewal fee of \$40.00 per year.
7. When you move out of the Point East Community, you are responsible to bring your I.D./gate-Pass(es) to the Point East Office.
8. Remember, the I.D./Gate-Pass cards are the property of Point East. If your gate-pass fails to work due to damage from misuse, there will be a \$40.00 non-refundable charge for a replacement gate-pass.
9. If you move to another unit within Point East, you must give your I.D. Gate/Pass(es) to the Point East office and obtain a new I.D./Gat-Pass Card corresponding to the Corporation you moved into. Please note that the I.D./Gate-Pass(es) are identified by the UNIT address and not by any individual. A replacement processing fee of \$40.00 will apply. If you fail to comply, the current I.D./Gate-Pass(es) will be de-activated, and a re-activation fee will be \$40.00.
10. Replacement for a lost or stolen I.D./Gate-Pass will be a \$40.00 processing fee.
NO CHARGE IF YOU HAVE A POLICE REPORT.
11. The I.D./Gate-Pass(es) for Renters will require a \$40.00 non-refundable charge for each I.D./Gate-Pass. A copy of the original lease or lease renewal is required.

Lease renewals are required 30 days prior to the lease expiration. The lease renewal should be returned to the Point East Office 30 days prior to the lease expiration. Otherwise, the I.D./Gate-Pass(s) could be de-activated. There would then be a re-activation charge of \$40.00.

NON RESIDENT BAR-CODE AND I.D./GATE PASS
FOR THE CONVENIENCE OF RESIDENTS WITH ASSISTED DAILY LIVING

- 1. You must be an owner or full time resident of Point East to request a ID/Gate PASS or NON RESIDENT BAR-CODE for hired assistance. The requester must show evidence of hired assistance for at least one month or contract for at least three months.**
- 2. In order to request a NON-RESIDENT bar code, the Unit resident who is requesting the non-resident bar-code must bring the following:**
 - A: Unit Resident Valid Point East Identification Card.**
 - B: A current vehicle registration to the vehicle that is to receive the bar-code.**
 - C: A current driver's license for the person who is to receive the Non-resident bar-code.**
 - D: The vehicle to which the bar-code is to be attached.**
 - E: MUST be registered in the resident's name.**
- 3 A non-resident bar-code is \$40.00, renewable each year at an additional charge of \$40.00.**

POINT EAST THREE CONDOMINIUM CORPORATION, INC
A 55 and Older Community

RULES & REGULATIONS ACKNOWLEDGEMENT

**POINT EAST THREE CONDOMINIUM
&
POINT EAST COUNCIL**

Unit No. #

I, undersigned, acknowledge and agree to fully abide by the Rules & Regulations of Point East Three Condominium & Point East Council and any Rules and Regulations, which may be enacted by the Board of Directors in the future.

(Applicant's Signature)

(Applicant's Signature)

(Print name)

(Print name)

Date