

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF POINT EAST THREE, A CONDOMINIUM AND THE BY-LAWS
OF POINT EAST THREE CONDOMINIUM CORPORATION, INC.**

WHEREAS, the Declaration of POINT EAST THREE, A CONDOMINIUM was recorded in Official Record Book 5372, Page 362 of the Public Records of Dade County, Florida;

WHEREAS, Article 14 of the Declaration of Condominium provides that the Declaration of Condominium may be amended by a vote of a majority of the Board of Directors and by seventy-five percent of the voting interests of the membership of the Association.

WHEREAS, Article 11 of the By-Laws, provides that the By-Laws may be amended by a vote of majority of membership of the Board of Directors and by seventy-five percent of the voting interests of the membership of the Association;

WHEREAS, a meeting of the Board of Directors was held on March 6, 1997 which a majority of the entire membership of the Board of Directors did vote to amend the Declaration of Condominium and By-Laws in the particulars as set forth in Exhibits "1" and "2" attached to the Certificate;

WHEREAS, a meeting of the Members of the POINT EAST THREE CONDOMINIUM CORPORATION, INC. was held on March 31, 1997 at which seventy-five percent of the voting interests of the entire membership of the Association did vote to amend the Declaration of Condominium and By-Laws in the particulars as set forth in Exhibits "1" and "2" attached to this Certificate.

NOW, THEREFORE, the Declaration of Condominium and By-Laws be and are hereby amended in the particulars as stated in Exhibits "1" and "2" attached hereto; the amendments shall run with the real property constituting POINT EAST THREE, A CONDOMINIUM, and shall be binding on all parties having any right, title or interest in the said real properties or any part thereof, their heirs, successors or assigns, and shall inure to the benefit of each owner and occupant thereof; and except as otherwise amended hereby, the Declaration of Condominium and By-Laws shall remain unchanged and in full force and effect.

CERTIFICATE OF ADOPTION OF AMENDMENTS

WE HEREBY CERTIFY that the attached Amendments were duly adopted as Amendments to the Declaration of Condominium for POINT EAST THREE, A CONDOMINIUM by amending the above-mentioned Declaration and By-Laws of the Association; and the required percentage of Owners votes and Board votes at meetings with quorums present, did approve same.

DATED this 1st day of April, 1997.

WITNESSES:

POINT EAST THREE CONDOMINIUM
CORPORATION, INC.

Paul S. Suley
Thurmon Smith

By: Arthur W. Carlson
President
attest: P. Carroll Weinberg
Secretary

EXHIBIT "1"

AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF POINT EAST THREE, A CONDOMINIUM

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

1. Sections 13, 14, and 15 shall be added to Article 2 of the Declaration, to provide as follows:

"Definitions of terms used here are as follows:

.13 "ACT" shall mean and refer to the (Federal) Fair Housing Amendments Act of 1988. (Pub.L. 100-430, approved September 13, 1988; 102 STAT. 1619) and any amendments thereto.

.14 "ADMINISTRATIVE RULES" shall mean and refer to the proposed administrative rules promulgated by the Secretary of the Housing and Urban Development as published in the Federal Register Volume 60, No. 49 on March 14, 1995.

.15 "EXEMPTION THREE" shall mean and refer to the exemption for housing for older persons (55 or over housing) as is provided for in Section 42 USCA § 3607(b)(2)(c) of the ACT.

2. Section 5 of Article 2 of the Declaration shall be amended to provide as follows:

5. Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements; (c) ~~expense under community facility lease expenses necessary in accordance to Section 718.115 (1), Florida Statutes, to implement and provide "facilities and services" referred to under EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES;~~ (d) expenses declared common expenses by the provision of this Declaration or the By-Laws; and (e) any valid charge against the condominium as a whole.

3. Section 9 shall be added to Article 11 of the Declaration to provide as follows:

- .9 Proviso. Nothing in this Article 11 shall permit any apartment to be occupied such that the occupancy fails to comply with the requirements of and violates Article 17 of the Declaration of Condominium.

4. Section 4, Article 14 of the Declaration shall be amended to provide as follows:

- .4 Proviso. Provided, however, that no amendment shall operate to unlawfully discriminate against any apartment owner nor against any apartment or class or group of apartments unless the apartment owners so affected and such of their first mortgagees which are banks, savings and loan associations, and insurance companies shall consent; and no amendment shall change any apartment nor the share in the limited common elements, common elements, and other of its appurtenances nor increase the owner's share of the

limited common expenses or common expenses unless the owner of the apartment concerned and all of such mortgagees as first above recited shall join in the execution of the amendment. Neither shall an amendment of the Declaration make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the condominium shall join in the execution of the amendment; ~~nor shall an amendment of this Declaration make any changes in Sections 1.1 (e), 2.4, 2.5, 2.6, 2.7, 3.3, 7.1, or any other provisions of this Declaration or related provisions of the By-Laws in any way dealing with or relating to the community facility lease unless the Lessor under the said community facility lease shall join in the execution of the amendment; nor shall any amendment of this Declaration make any change which would in any way effect any of the rights, privileges, powers and options of the Developer unless the Developer shall join in the execution of such amendment.~~

5. Section 6 shall be added to Article 14 of the Declaration to provide as follows:

6. Special Provision Concerning the ACT and ADMINISTRATIVE RULES. Notwithstanding any other provision in this Declaration to the contrary, the following shall apply: Upon the vote of not less than a majority of the board of directors and seventy-five percent of the members of the Association any one or more of the following amendments to the Declaration may be approved and become effective:

- (1) Any amendment which is necessary to enable the Condominium to attain or retain EXEMPTION THREE of the ACT.
- (2) Any amendment which is necessary to refine those amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (3) Any amendment which is necessary to delete any or all amendments approved by the Association relating to the ACT and/or ADMINISTRATIVE RULES.
- (4) Any amendment which may be required due to regulations adopted from time to time by the Federal National Mortgage Association (FNMA).

6. Article 17 shall be added to the Declaration to provide as follows:

17. MINIMUM AGES FOR OCCUPANCY AND OCCUPANCY RESTRICTIONS UNDER THE FAIR HOUSING AMENDMENTS ACT.

17.1 MINIMUM AGES FOR OCCUPANCY.

17.1.1 Permanent occupancy of a Unit shall be restricted as follows, provided that the restrictions contained in the remaining provisions of this Article 17 are met:

17.1.2 (A) The foregoing occupancy restrictions shall not:

- (1) Prohibit the occupants of a Unit from entertaining guests of any age, who may visit a Unit, subject to the temporary occupancy-guest/visitation restrictions contained elsewhere in this Declaration or in the Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association; nor
- (2) Permit occupancy which is otherwise prohibited by other provisions of the Declaration (specifically Section 17.3 below), the Articles of Incorporation, By-Laws and/or Rules and Regulations of the Association.

17.2 STATEMENT OF INTENT. It is hereby declared by this Condominium that the Condominium desires and intends to provide housing for older persons, as defined in the ACT and the ADMINISTRATIVE RULES. It is more specifically the desire and intention of this Condominium to meet the exemption for housing for older persons as is provided for in EXEMPTION THREE (55 or older housing). In this endeavor, the following occupancy restrictions and procedures shall govern. Furthermore, in addition to these amendments, the Association shall do whatever is required by the ACT and ADMINISTRATIVE RULES to publish its intention to and adhere to policies and procedures which demonstrate an intent to provide housing for persons 55 years of age or older.

17.3 OCCUPANCY BY OLDER PERSONS - 55 OR OVER HOUSING.

17.3.1 Except for persons who are grandfathered-in as provided for in Section 17.5 and except for persons referred to in Section 17.3.2(B) below, no Unit shall be occupied or be permitted to be occupied unless there is at least one (1) person occupying the Unit who has attained the age of 55 years.

- (A) This occupancy requirement, if met, shall not be construed to permit occupancy by persons of an age otherwise prohibited by Section 17.1 above.

17.3.2 Exception of Section 17.3.1: Future Occupancies.

- (A) This occupancy requirement shall not preclude temporary occupancy by guests as may be permitted elsewhere under this Declaration, Articles of Incorporation, By-Laws or Rules and Regulation of the Association or which is permitted under the ACT or ADMINISTRATIVE RULES.

- (B) This occupancy requirement shall not preclude the following occupancy: If a spouse who is at least 55 years of age dies and is survived by the spouse who is under 55 years of age, the surviving spouse may still occupy a Unit in the Condominium, notwithstanding the fact that he or she has not attained the age of 55 years.
- (C) This occupancy requirement shall also not prohibit occupancy by persons who obtain ownership of a Unit by devise or inheritance.
- (D) This occupancy requirement shall not preclude the occupancy by any person who owned record title to a Unit as of the Effective Date of this Amendment, and who may not have attained the age of 55 years. This exception shall only apply to permit occupancy of the Unit owned by the person on the Effective Date of this Amendment.

17.3.3 Every Owner and lessee shall be deemed to have a contract with the Association to ensure that the occupancy requirement in this Section 17.3 is met at all times. Even though this occupancy requirement is a contract between the Association and the Owner or lessee, as applicable, this Article 17 shall be deemed to be a covenant running with the land. Furthermore, the Owner shall be responsible to ensure that his/her lessee(s) comply with this occupancy requirement.

17.4 REMEDIES FOR NON-COMPLIANCE. The Association concurrently shall have any one or more of the following remedies for non-compliance in addition to those provided elsewhere in this Declaration or in the By-Laws, or by law:

17.4.1 Lease of a Unit.

- (A) In the event of a lease of a Unit, and the occupancy and other requirements of this Article 17 are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner of the Unit and the lessee(s) and/or other occupants in the Unit, removing the unauthorized lessee(s) and/or other unauthorized occupants.
- (B) The Association shall also be entitled to evict the lessee(s) and other occupants in the Unit, as agent for the Owner(s). This right of eviction by the Association shall apply only:
 - (1) After the expiration of fifteen (15) days from the date on which the Association mails notice to the Owner(s) by certified mail, return receipt requested or provides notice by hand delivery; and

- (2) Provided that the Owner(s) fail(s) to commence eviction proceedings on his/her/their own and fails to so notify the Association, within the fifteen (15) day period.
- (C) The lease shall specify, and if it fails to so specify, the lease shall be deemed to specify that the lessee(s) and all other occupants shall abide by this Declaration, Articles of Incorporation and By-Laws, and Rules and Regulations of the Association; and shall specify that the Association has the remedies provided for in this Section 17.4.1. Costs and attorneys' fees incurred by the Association in connection with the exercise of its remedies under this Section 17.4.1, provided that the Association prevails, shall be the responsibility of the Owner(s) of the Unit, and shall to the extent awarded by a Court under Chapter 83, Florida Statutes, be the responsibility of the lessee(s).

17.4.2 Other Occupancies (other than Leases). In the event of an existing ownership or in the event of a sale, gift or other transfer of title; and the occupancy requirements of this Article 17 are not met, the Association shall be entitled to file for and obtain an injunction order against the Owner(s) of the Unit and all occupants in the Unit, removing the unauthorized occupants (including the Owner(s)). In that event, if the Association prevails, the Owner(s) shall be responsible for costs and attorneys' fees incurred by the Association in connection with its enforcement of this Article 17 in accordance to this Section.

17.4.3 Proof of age. Should any person fail or refuse to provide Proof of Age as required under Section 17.7 below, the Association shall be entitled to file for and obtain an injunction order against the person involved, removing the person from the Condominium, in accordance to this Section. In that event, if the Association prevails, that person shall be responsible for costs and attorneys' fees incurred by the Association in connection with its enforcement of this Article 17 in accordance to this Section.

17.5 GRANDFATHER PROVISIONS. Section 17.3 above shall not apply to the following persons, who shall be grandfathered-in (that is, obtain grandfather status) and be permitted to occupy their Unit even though under the age of 55 years, provided that they meet the requirements for occupancy under Section 17.1 above and they register with the Association as provided for in Section 17.7 below.

17.5.1 Leases. Any lessee(s) and other occupants of a Unit under a valid written lease, provided that the lease was fully executed prior to the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status applies only with respect to those Units being occupied at the time this Article becomes effective and shall not apply to the occupancy of any other Unit. The grandfather status for the lessee(s) and other occupants shall apply for the duration of the lease, and not to a renewal or extension of a lease unless permitted under Section (A) below.

- (A) The lease may not be renewed or extended unless either of the following two (2) conditions are met:

- (1) The intended occupancy complied with the occupancy requirement of Section 17.3 above; or
- (2) The lessee(s) and/or other occupants were occupying the Unit under the lease on the effective date of this Article.

17.5.2 Other Occupancies (Other Than Leases).

- (A) Occupancy as of the Effective Date: Any Owner(s) who are validly occupying a Unit as a residence as of the Effective Date of this Amendment, shall obtain grandfather status. This grandfather status applies only with respect to the Unit being occupied at that time and shall not apply to permit occupancy of any other Unit.

17.6 REGISTRATION REQUIRED.

17.6.1 All Owners, lessees and occupants must register with the Association on or before the 60th day after the Effective Date of this Article 17, by delivery of the items referred to below. Furthermore, no person shall attain grandfather status under Section 17.5 above unless the person registers with the Association on or before the 60th day after the Effective Date of this Article 17, by delivery of the items referred to below. These items are as follows:

- (A) A fully completed and signed registration form to be prepared by the Association; and
- (B) Documentation demonstrating proof of age as provided for in Section 17.7 below; and
- (C) In the event of a lease, a fully executed copy of the lease must also be delivered (if not already on file with the Association).

The Association shall mail/deliver a registration form within fifteen (15) days of the Effective Date of this Amendment to all owners, as their names appear on the books and records of the Association. It shall be the responsibility of the particular Owner, not the Association, to provide the lessee(s) and/or other occupants in the Unit with the registration form for the lessee(s)/occupants to complete and return to the Association.

17.6.2 Even though a person under the age of 55 years is given grandfather status, this shall not entitle the permanent occupancy in the Unit by any other person unless:

- (A) That other person is 55 years of age or older; or
- (B) That other person is also accorded grandfather status under Section 17.5 above.

17.7 PROOF OF AGE.

17.7.1 As of Effective Date: All Owner(s) and all non-Owners occupying the Units as of the Effective Date of this Amendment and all persons referred to in Section 17.5 above shall deliver to the Association, documentation demonstrating proof of age, to include birth certificate and/or any other documentation required by the Association. This applies regardless of the age of the persons or whether they seek grandfather status under Section 17.5 above.

17.7.2 Beginning with the Effective Date: All Owner(s) who obtain record title beginning with the Effective Date of this Amendment and all persons who permanently occupy the Units beginning with the Effective Date of this Amendment shall, prior to the obtaining record title and/or taking permanent occupancy and/or (if required by the Declaration) as part of the approval process, deliver to the Association, documentation demonstrating proof of age as provided for in this Section 17.7.

17.8 NON-OCCUPANCY STATUS. Each Owner or lessee, as applicable, shall notify the Association of any period of time during which the Unit becomes unoccupied. As used in this Section 17.8, "unoccupied" is defined to mean any intended absence of all permanent residents of the Unit, for a period of in excess of thirty (30) days. It is understood that this is a necessary requirement because the ADMINISTRATIVE RULES require record keeping of occupied and unoccupied Units. The Association shall be authorized to adopt a form for use in connection with the reporting under this Section 17.8

17.9 EFFECTIVE DATES. All Amendments are effective when recorded in the Public Record of Dade County, Florida unless a later effective date is stated in a particular amendment.

7. Section ⁸~~12~~ of Article 10 of the Declaration shall be amended to provide as follows:

- ¹²
12 The Association may make a charge of a sum not in excess of \$50.00 the maximum amount set forth by Florida Statute, as amended from time to time, in connection with the sale or lease of any apartment, which must be paid with the filing of the Application for Approval of such sale or lease before any Certificate of Approval may be issued.

8. Section 2 of Article 14 of the Declaration shall be amended to provide as follows:

- .2 Resolution. An amendment may be proposed by either the board of directors or by ~~75-percent~~ 60% of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the board of directors and ~~75-percent~~ 60% of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, given before such meeting.

EXHIBIT "2"

**AMENDMENTS TO THE BY-LAWS OF THE
POINT EAST THREE CONDOMINIUM CORPORATION, INC.**

As used herein the following shall apply:

- A. Words in the text which are lined through with hyphens (---) indicate deletions from the present text.
- B. Words in the text which are underlined indicate additions to the present text.

-
- 1. Section 12 of Article 5 shall be added to the By-Laws, which shall provide as follows:

12 Facilities and Services. To contract for and maintain and implement facilities and services which the Board, in its discretion, deems necessary for this Condominium to qualify for EXEMPTION THREE of the ACT, as more fully explained in the ADMINISTRATIVE RULES.

STATE OF FLORIDA)

OFF. REC: 17648PG116

) SS:

COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared Pres. Arthur Ruben, who is personally known to me ☒ or has produced _____ as identification, who did (did not) take an oath, and says that the foregoing is true and correct to the best of his/her knowledge, information, and belief.

SWORN TO AND SUBSCRIBED before me this 1st day of April, 1997.

Nerida Malver
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
My Commission Number: CC 432792
My Commission Expires: Jan. 9, 1999

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

NOTARY PUBLIC
STATE OF FLORIDA
NERIDA MALVER
COMMISSION # CC 432792
EXPIRES JAN 9, 1999
BONDED THRU
ATLANTIC BONDING CO., INC.

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87R007403

OFF REC 1314072190

Amendments of the Declaration of Condominium of Point East Three Condominium Corporation, Dade County, Florida, according to its Declaration of Condominium including all of its exhibits, recorded in Official Records Book #5372, at Page 362 in the Public Records of Dade County, Florida, as amended and redeclared in Amendment to and Redecclaration of Declaration of Condominium of Point East Three, A Condominium, Dade County, Florida, recorded under Clerk's File No. 67R-143368 in the Public Records of Dade County, Florida. The following Amendments have been voted upon by more than 75% of the Unit Owners of Point East Condominium, as provided for in their Declaration of The Condominium:

By adding a new section, effective immediately.

Section 13.5 - PURCHASE AND RENTAL RESTRICTIONS:

"Any person or persons purchasing an apartment in Point East must occupy the same for 18 months following the date of purchase, and may not rent out the same or permit any other persons to occupy it during this period".

DATED: This 29th day of December, 1986.

POINT EAST THREE CONDOMINIUM CORPORATION, INC.

By Rose Projan
President

Attest:

Richard P. Brinker
Secretary

(Corporate Seal)

RECORDED IN PUBLIC RECORDS BOOK
14-1-87 COUNTY, FLORIDA
11-20-1986
RICHARD P. BRINKER
CLERK CIRCUIT COURT

STATE OF FLORIDA } ss:
COUNTY OF DADE }

Before me the undersigned authority personally appeared

ROSE PROJAN and

PAUL MILOVE

President and Secretary, respectively, of POINT EAST THREE CONDOMINIUM CORPORATION, INC., who acknowledged that they as officers of said Corporation executed the above Certificate of Amendment to said Declaration and the same is the act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 29th day of December, 1986.

Jan Shuster
Notary Public, State of Florida

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 14, 1988
BONDED THIS GENERAL LTR. 000.



5.00

Amendments of the Declaration of Condominium of Point East Three Condominium Corporation, Dade County, Florida, according to its Declaration of Condominium, including all of its exhibits, recorded in Official Records Book #5372, at Page 362 in the Public Records of Dade County, Florida, as amended and redeclared in Amendment to and Redeclaration of Declaration of Condominium of Point East Three, A Condominium, Dade County, Florida, recorded under Clerk's File No. 67R-143368 in the Public Records of Dade County, Florida. The following Amendments have been voted upon by more than 75% of the Unit Owners of Point East Condominium, as provided for in their Declaration of The Condominium:

By adding a new section as follows:

Section 10.12A-Purchase Restrictions:

"Resolved that no one may purchase or hold directly or indirectly more than two (2) apartments in the Point East Condominium and that the purchaser must reside in one of them on a permanent basis. It is further resolved that no one may rent any apartment out more than once annually".

DATED: This 7 day of FEBRUARY, 19 86.

POINT EAST THREE CONDOMINIUM CORPORATION, INC.

By Rose Projan
President

Attest:

Frieda Posner
Secretary

(Corporate Seal)

STATE OF FLORIDA }
COUNTY OF DADE } ss:

Before me the undersigned authority personally appeared
ROSE PROJAN

and

FRIEDA POSNER

President and Secretary, respectively, of POINT EAST THREE CONDOMINIUM CORPORATION, INC., who acknowledged that they as officers of said Corporation executed the above Certificate of Amendment to said Declaration and the same is the act and deed of said Corporation.

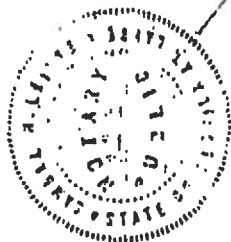
IN WITNESS WHEREOF, I have hereunto set my hand and official seal this

7 day of FEBRUARY, 19 86.

Samuel H. Levine
Notary Public, State of Florida

My commission expires:

SAMUEL H. LEVINE
Notary Public, State of Florida at large
My commission expires Aug. 16, 1989



RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA.
RECORD PLANT 10
RICHARD P. HRYNKE
CLERK CIRCUIT COURT

Amendments of the By-Laws of Point East Three Condominium Corporation, Dade County, Florida, according to its Declaration of Condominium, including all of its exhibits, recorded in Official Records Book #5372, at Page 362 in the Public Records of Dade County, Florida, as amended and redeclared in Amendment to and Redeclaration of Declaration of Condominium of Point East Three, A Condominium, Dade County, Florida, recorded under Clerk's File No. 67R-143368 in the Public Records of Dade County, Florida. The following Amendments have been voted upon by more than 75% of the Unit Owners of Point East Condominium, as provided for in their Declaration of The Condominium.

1. By adding the following at the end of Section 10.9 - Leasing:

Provided, however, that no apartment shall be rented for more than one term during any calendar year.

2. By adding a new section as follows:

Section 10.12 - Sales and Rental Charges:

The Association may make a charge of a sum not in excess of \$50 in connection with the sale or lease of any apartment, which must be paid with the filing of the Application for Approval of such sale or lease before any Certificate of Approval may be issued.

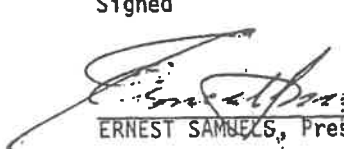
3. By adding a new section as follows:

Section 13.4 - Fines for Violations:

The Association may levy fines against a Unit Owner for the violation or failure to comply by the Unit Owner or his lessee or visitor or guest with the Declaration of Condominium, By-Laws or Regulations of the Association; provided that such fine cannot exceed the sum of \$50 for any one such violation or failure to comply, or if it is a continuing one for every day that such violation or failure exists.

Notice in writing must be given to the Unit Owner either in person or by certified mail; and the Unit Owner must be afforded the opportunity of defense and a hearing before the Association's Board of Directors, who shall hear the evidence and decide and adjudicate the issue by a majority vote of the Board Members present and voting. Any fine levied or adjudicated by the Board of Directors against a Unit Owner shall have the same force and effect as a lien on the Unit Owner's Condominium and collected and enforced in the same manner.

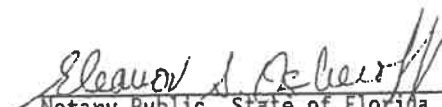
Signed


ERNEST SAMUELS, President

STATE OF FLORIDA)
COUNTY OF DADE) ss.

Before me, the undersigned authority, personally appeared ERNEST SAMUELS, well known to me, who upon oath acknowledged before me that he executed the above and foregoing Articles for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 9th day of January, 1985.


Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT 30 1985
BOARDED THRU GENERAL INS. UNDERWRITERS

RECORDED IN OFFICIAL RECORDS BOOK
OF DADE COUNTY, FLORIDA
PAGE 362
RICHARD P. DRINKER
CLERK CIRCUIT COURT



**AMENDED RULES AND REGULATIONS
OF POINT EAST THREE CONDOMINIUM**

1. **APPLICABILITY** Every Unit Owner and Occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation, as amended from time to time. Failure of an Owner or Occupant to so comply shall be grounds for a legal action which may include, without limitation, an action to recover sums due to damages, injunctive relief, or any combination thereof. The Association may levy fines against a Unit Owner or Occupant in accordance to the Declaration of Condominiums, Section 13.4. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

2. **USE OF CONDOMINIUM UNITS** All Condominium Units shall be used solely for residential purposes. No Condominium Unit, whether owned or leased, may be used to conduct any trade or business, the conduct of which would require the license or certification from any municipal, county, state or federal agency or licensing authority.

3. **NUISANCE**

- A. Unit Owners and Occupants shall not use or permit any use of their premises which would constitute immoral, improper, offensive or unlawful use; further, no use may be made which would be in violation of any federal, state, county or municipal law, statute, ordinance or administrative rule or regulation, or would be injurious to the reputation of the Condominium.
- B. No Unit Owners or Occupant 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 hours of 11 p.m. and the following 8 a.m. if the same shall disturb or annoy other occupants of the building.
- C. No nuisance shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to Occupants or which interferes with the peaceful possession and proper use of the Condominium Property by its Occupants.
- D. No animals, 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.

4. **CHILDREN**

- A. Children shall not be permitted to play in the walks, corridors, elevators, stairways, roof or clubroom of the Condominium Property and must be properly supervised.
- B. Children shall be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property.

5. **USE OF THE COMMON PROPERTY**

- A. The Common Elements shall be used for furnishing the services and facilities for which they were reasonably intended, and said Common Elements shall not be abused, defaced, littered or obstructed in any way.
- B. Common areas of Condominium Property such as stairways, walkways, lobbies, laundries and hallways also shall be used only for the purpose intended. No personal articles belonging to Occupants shall be kept in such areas which are to be kept free from obstruction at all times.
- C. No article shall be placed in any of the corridors, walks or stairways in any building nor shall be hung or shaken from doors, windows, walks or corridors of any building.
- D. None of the Limited Common Elements of any building nor any of the Common Elements shall be decorated or furnished by any Unit Owner or Occupant.
- E. No cooking shall be permitted on any balcony or terrace of an apartment.
- F. All doors leading from the apartment to Limited Common Elements or Common Elements shall be closed at all times except when in actual use for ingress and egress to and from Limited Common Elements and Common Elements.
- G. Unit Owners, Residents, their Families, Guests, Servants, Employees, Agents, Visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof, elevator shafts, elevator equipment rooms, or power rooms of any buildings.
- H. The use of Point East community facilities, including the Recreation Building and the Health Pavilion and Spa Building shall at all times be subject to such Rules and Regulations established.
- I. The use of skateboards, in-line skates and bicycles are prohibited on water walkways, paths, corridors and pool areas.
- J. Residents are permitted to use the Point East community facilities only with proper identification cards as issued by Point East Three Condominium Corporation, Inc.

6. **GARBAGE AND TRASH DISPOSED** All garbage shall be placed in plastic bags and securely tied before depositing in the chute on each floor. Any items too large for the chute shall be disposed of by the Unit Owner, Occupant or Guest, by removing any item from the Condominium Property and disposing of it at a facility outside of the Condominium Property.

7. **ALTERATIONS AND IMPROVEMENTS**

- A. No Unit Owners shall, without first obtaining prior written approval of the Association, make any alternation or addition in or to any portion of his Unit or to the Condominium Property, or remove any portion thereof, or make any addition thereto, or do any work which would jeopardize the safety or soundness of the Condominium or impair any easement.

- B. No Unit Owner or Occupant shall, without first obtaining the prior written consent of the Board of Directors, make any alteration, modification, decoration, repair, replacement, enclosure or change of the Common Elements, Limited Common Elements, balcony, or terrace or the exterior surface of any door or doorjamb which opens into any of the Common Elements or Common Areas of the Condominium Property, or any exterior hallway lights, including but not limited to the erection of any awning, window coverings, storm shutters, or other devices, paintings, or wall coverings, or any other changes or alteration which would in any way or manner whatsoever change the physical or visual appearance of any portion of the Condominium Property.
- C. Unit Owners shall notify the Board of Directors at the office of Point East Three Condominium Corporation, Inc., if any plumbing work will be done in their Unit that requires disconnecting water valves. Only authorized individuals shall disconnect or connect water valves.
- D. Washing machines and Dryers are prohibited within individual Units.
- E. Installation of tile flooring shall require soundproofing in a manner acceptable and approved by the Board of Directors.

8. **ADVERTISEMENTS** No Unit Owner or Occupant shall in any way affix any "for sale" or "for rent" signs or any other kind of notice to the exterior of his Condominium Unit nor in any other way allow any signs to be visible to the general public from within his Condominium Unit.

9. **ASSOCIATION EMPLOYEES** No Unit Owner or Occupant 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 employees on private business for the Unit Owner or Occupant.

10. **UNIT OWNER COMPLAINTS AND REQUESTS** Except for an emergency, all complaints and requests directed toward the Board of Directors shall be in writing by a Unit Owner and shall be mailed to the Association unless other procedures exist within the Statutes of the State of Florida. Complaints and requests of a Tenant or Guest shall be submitted to the Unit Owner who then may notify the Board of Directors in accordance to this Section.

11. **EMERGENCY ENTRY/PASSKEYS** The Association shall retain a passkey to each Condominium Unit for use only in the event of emergency, such as fire, leakage, illness, etc. No Owner shall alter any lock or install a new lock on any door of the premises without the written consent of the Association. In the event such consent is given, the Unit Owner shall provide the Association with an additional key for the use of the Association pursuant to its right of access, immediately upon the alteration of a lock or installation of a new lock.

12. **USE OF BALCONIES, STAIRCASES AND WALKWAYS** All balconies, staircases and walkways shall be used only for the purpose intended and not as storage areas. They shall not be used for drying laundry, swimsuits, towels, etc., or for hanging garments or other objects, for the cleaning of rugs or other household items or for outdoor cooking of any kind. Sweeping or throwing dust or anything of such nature from balconies, windows or doorways, including shaking of mops or rugs, is not permitted.

13. **PARKING**

- A. Automobile parking spaces shall be used solely and exclusively for that purpose. No unlicensed vehicles, commercial vehicles, motorcycles, motor scooters, boats, campers, trailers or recreational vehicles, except for those that are servicing the Condominium Property or a Unit shall be permitted. Assigned Occupant parking spaces are permanent so long as ownership is maintained. An apartment owner may not lease or assign his parking space except in conjunction with a lease of his apartment, which lease has been approved in accordance with the provisions of the Declaration of Condominium.
- B. Automobile repairs shall not be permitted on Condominium Property at any time. Handwashing 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.
- C. Violations of these parking restrictions may be subject, but not limited to, the towing/removal of a vehicle in accordance to the Statutes of the State of Florida.

14. **FIFTY-FIVE OR OVER HOUSING** Point East Three Condominium shall be deemed a housing facility for individuals fifty-five (55) years or over.

- A. Point East Three Condominium is a residential community where a minimum of eighty (80%) percent of the units are occupied by at least one (1) person fifty-five (55) years or over. Point East Three Condominium maintains a current census of occupants and shall continue to maintain updates to the census verifying occupancy age status.
- B. Point East Three Condominium maintains facilities and services specifically designed to meet the needs of individuals fifty-five years or over.
- C. Point East Three Condominium maintains significant facilities and services which actually or predictably benefit the health, safety, social, educational or leisure needs of individuals fifty-five years or over.
- D. No person(s) who has not yet attained eighteen (18) years of age shall be permitted to reside at Point East Three Condominium, except that children under such age may be permitted to visit and temporarily reside thereon provided that such temporary residence shall not exceed thirty (30) days in any one calendar year, or thirty (30) days within any consecutive twelve (12) month period, whichever may provide the least permissible residence. (Declaration of Condominium Article 10, Section 2)
- E. Point East Three Condominium policies and provisions regarding occupancy are in accordance to the provisions of the Federal and State of Florida Fair Housing Act and any modifications or amendments thereto.

15. LEASES

- A. Unit Owners shall provide to the Board of Director written notification of their intention to lease their Unit.
- B. The Board of Directors shall have the power to approve or disapprove of all conveyances. Upon receipt by the Board of Directors of the required notice, the Board of Directors shall have thirty (30) days from receipt thereof to approve or disapprove the proposed lease. Failure of the Board of Directors to respond shall be deemed an approval.
- C. The Board of Directors shall require a screening/interview of the prospective Tenant following the submission of a written notice of a Unit Owner's intention to lease, and prior to the provision of the requisite approval/disapproval of the Board of Directors. If the tenant is a business entity, approval shall be conditioned upon the approval of those individuals who shall occupy the Unit. A similar procedure shall be a requirement for any conveyance as provided for under the terms of the Declaration of Condominium.
- D. Any lease entered into by a Unit Owner for the leasing of his Unit shall utilize the Association approved lease agreement or a lease form which provides for compliance with the restrictions pertaining to use of a Unit and the Condominium Property as contained in the Declaration of Condominium, and in these Rules and Regulations, and which substantially references the terms and conditions identified in the Association approved lease agreement.
- E. No apartment shall be rented for more than one (1) term during any calendar year.
- F. A Unit Owner shall be liable for the expense of any maintenance repair, replacement or damage to Common Elements rendered necessary by his acts or by those of any member of such Unit Owner's family, guests or occupants.
- G. The Board of Directors shall require a transfer fee be paid by the Unit Owner in accordance to the Declaration of Condominium as a condition precedent to the approval of the lease.
- H. If a Unit Owner shall lease his Unit, he shall remain liable for the performance of all the covenants and conditions in the Declaration of Condominium, By-Laws, Articles of Incorporation and the Rules and Regulations, and he shall be liable for the violations by the Tenant of any and all provisions contained therein.
- I. Every Tenant, who acquires any interest in a Unit, shall acquire the same subject to the Condominium Act.

16. GUESTS

- A. Occupancy of a Unit by Guests shall only be permitted in accordance with this provision.
- (1) Owner in Residence. When an Owner is occupying his Unit, the Owner may have Guests occupy his Unit only as follows:

- (a) Guests. An Owner may have Guests visit only for a maximum duration of thirty (30) days in a twelve (12) month period. Guests may not occupy a Unit in the absence of the Unit Owner.
- (2) Guest Deemed Tenants. Any Guest occupying a Unit for more than thirty (30) days shall be deemed a Tenant, whether or not any consideration is being exchanged for the use of the Unit. Any Guest deemed to be a Tenant shall also be deemed to be disapproved.
- (3) Guests of Tenants. A Tenant may have overnight Guests, subject to the same restrictions set forth above for Owners, except that a Tenant shall be prohibited from having Guests while the Tenant is absent from the unit and other Guests shall be limited to a maximum aggregate duration of thirty (30) days.
- (4) All permanent occupants of a Unit shall be registered and approved by Point East Three Condominium Corporation, Inc.

17. **MOVING**

- a. Any Occupant who shall move objects of any kind onto or off of the Condominium Property shall be responsible for the acts or omissions associated with the move. Further, a Unit Owner shall be responsible for the acts or omission of any Tenant or Guest utilizing his unit who shall be moving objects of any kind.
- b. Written notification shall be provided to the Board of Directors at least forty-eight (48) hours prior to moving onto or out of the Condominium Property. Any and all moving shall take place only Monday through Saturday between the hours of 8 a.m. and 5 p.m. No moving shall be allowed on Sundays or holidays.

18. **LAUNDRY** Laundries on each floor shall be used on a first-come-first serve basis. No tinting or dyes are permitted in the machines. All clothes shall be removed from the washers and dryer promptly to permit the use by others, or the next user has the right to remove the clothes in order to use the machine. Each user is responsible for leaving equipment in clean condition. Laundry rooms are Common Elements and are for the exclusive use of Occupants. When finished, users should turn off lights and close the door. Every effort should be made to keep the rooms clean.

19. **STORAGE OF COMBUSTIBLE ITEMS** Occupants shall not keep, store or use in any apartment or in any portion of the Common or Limited Common Elements any flammable, combustible or explosive fluid, material, chemical or substance except for normal household use. No motor vehicle or motors using combustible fuels shall be kept within the confines of the Condominium building.

20. **FIRE SAFETY AND SECURITY** For fire safety and security reasons all doors leading to Common Areas, e.g. doors to apartments, exits, stairways, must be kept closed at all times when not in actual use with special emphasis upon all outside doors on the street level.

21. **RECREATIONAL FACILITIES**

- a. Nothing is to be removed from the recreational or other common areas for personal use. Tables, chairs and all furniture which are a part of the recreational areas are Condominium Property.
- b. The use of the recreational facilities shall at all times be governed by the Rules and Regulations promulgated by the Association, and any Rules or Regulations established for that recreational area.

22. **SWIMMING AREA**

- A. Use of swimming pool is limited from 8:00 a.m. until Sunset and is at your own risk at all times. Lifeguards are not provided. No diving shall be permitted.
- B. All children (under sixteen years of age) must be supervised by a responsible adult to ensure their safety and that the children obey the rules and regulations. Children of diaper age (under three years of age) are not permitted in the pool at any time.
- C. Towels are required to protect pool deck, furniture from oils and lotions; persons using them must shower before entering the pool. This also applies to all bathers returning from the beach.
- D. Rafts, floats, toys, etc. and ball playing are prohibited. No running, pushing or horseplay of any kind is permitted. The Association is not responsible for any accidents or injuries. Portable pools are not permitted anywhere in the patio/pool area.
- E. Absolutely no food or beverages are allowed on the pool deck area at any time. No glass containers of any kind are allowed at any time.
- F. Never block entrances to the pool area. For safety reasons State Law requires you to leave enough room to walk around the pool.
- G. Excessive noise of any type is prohibited in the pool areas at all times. The use of radios in the pool areas will not be permitted if and when their operation distracts or annoys others.
- H. Chaise lounges are not to be removed from or taken off the pool deck area for use anywhere else.
- I. All Unit Owners, Tenants and Guests shall shower before entering the pool.
- J. All Unit Owners, Tenants and Guests shall wear shoes and shall be dry when entering or exiting the building lobbies.

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