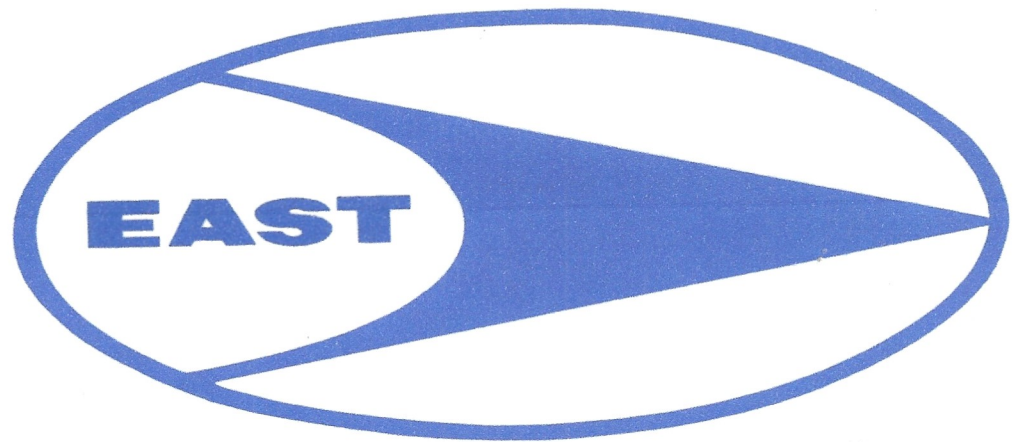


WELCOME TO POINT EAST ONE CONDOMINIUM
"A 55 AND OVER COMMUNITY IN AVENTURA"



POINT EAST ONE CONDOMINIUM CORP. INC
OCCUPANT APPLICATION 2024

POINT EAST ONE CONDOMINIUM
2895 POINT EAST DRIVE.
Aventura, FL 33160



POINT EAST ONE CONDOMINIUM CORPORATION, INC

Phone: (305) 931 3960 Ext-1
Fax: (305) 931 6892

2895 Point East Drive
Aventura, FL 33160

A 55 and Over Community
E-Mail: Pointeastcorp1@gmail.com

OCCUPANT APPLICATION - 2024

Dear Applicant:

Thank you for your interest in our community. We actively seek good residents and strive to provide the best services possible.

We screen all our applicants carefully and verify all information provide to us. Please note:

- We run a credit check on every applicant.
- We run a criminal check on every applicant.
- We run a sexual predator check on every applicant.
- We check previous rental history.

The same screening and verification process is implemented for every applicant. By submitting an application to our community, you acknowledge that screening and verifications will be done and give us your permission to do so by signing a Consent for Release of Information form.

Please completely fill out your Purchase Application (**Allow 30 days to process**). Answer all questions & print legibly. **Incomplete applications will not be processed**. Please, leave no question unanswered. Any falsification of information on the application is immediate grounds for denial of residency. If you have any questions when filling out the application, please ask us for assistance.

We do charge an application fee of **\$150 non-refundable per applicant**. This must be submitted with the application. We accept personal checks or money orders. **We cannot accept cash**. Make check payable to **POINT EAST ONE CONDOMINIUM CORP, INC.** Married couples will require only one application fee. Non-married applicants will require a \$150.00 non-refundable fee for each person.

Every form must be signed by ALL who will occupy the Unit.

Return the completed application forms with a copy of **2 valid picture ID's** to Point East One Condominium office, with the respective fee.

THE ORIGINAL APPLICATION PACKAGE MUST BE SUBMITTED. NO FAXES OR COPIES ARE ACCEPTED.

We will do our best to process your application quickly and give you an answer within a reasonable amount of time. Once again, thank you for your interest in our Community!

Sincerely,

Board of Directors.
POINT EAST ONE CONDOMINIUM CORP. INC

02/01/2024

READ FIRST: Complete all questions and fill in all blanks. All information supplied is subject to verification. If any question is not answered/left blank, or answered falsely, this application may be returned, not processed, and/or not approved. Missing information will cause delays. Once submitted, order can be cancelled but your fee will not be refunded. Rev. 06/2014

**** THIS APPLICATION IS FOR A SINGLE PERSON OR A MARRIED COUPLE ONLY! ****

APPLICATION FOR OCCUPANCY

Association Name: Point East One Condominium Corp. Inc

Purchase Lease Occupant Unit.# _____ Bldg.# _____ Address applied for: _____

Applicant _____ Date of Birth _____ Social Security # _____

Single Married Separated Divorced How Long? _____ Other legal or maiden name _____

Have you ever been convicted of a crime? _____ Date (s) _____ County/State Convicted in _____

Charge (s) _____

Applicant's Cell Number(s) _____ Applicant's Email Address _____

Spouse _____ Date of Birth _____ Social Security # _____

Other legal or maiden name _____ Have you ever been convicted of a crime? _____ Date (s) _____

County/State Convicted in _____ Charge (s) _____

Spouse's Cell Number(s) _____ Spouse's Email Address _____

No. of people who will occupy unit – Adults (over age 18) _____ Description of Pets _____

Names and ages of others who will occupy unit _____

In case of emergency notify _____ Address _____ Phone _____

**RESIDENCE HISTORY
(Seven Years History Required)**

A. Present address _____ Phone _____
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

B. Previous address _____
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

C. Previous address _____
(Include unit/apt number, city, state and zip code)

Apt. or Condo Name _____ Dates of Residency: From _____ to _____

Are you using a realtor? Yes _____ No _____ If yes: Realtor's name _____

Email Address _____ Cellular Phone _____

Driver's License Number (Primary Applicant) _____ State Issued _____

Driver's License Number (Secondary Applicant) _____ State Issued _____

Make _____ Type _____ Year _____ License Plate No. _____

Make _____ Type _____ Year _____ License Plate No. _____

If this application is not legible or is not completely and accurately filled out, Associated Credit (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 and Associated Credit will investigate the information supplied by the applicant, and a full disclosure of pertinent facts will be made to the Association. The investigation may be made of the applicant's character, general reputation, personal characteristics, credit standing, police arrest record and mode of living as applicable. This form is for the exclusive use of Associated Credit Reporting, Inc.

Applicant's Signature _____ Date _____ Spouse's Signature _____ Date _____

AUTHORIZATION FORM

I/We hereby authorize **Associated Credit Reporting, Inc.** to obtain data to verify any and all information they request with regards to my/our Application for Occupancy, specifically the verification of my criminal record history and/or any and all public record information.

I/We hereby waive any privileges I/we may have with respect to the said information in reference to its release to the aforesaid party. Information obtained for this report is to be released to the authorized party designated on the Application for Occupancy, for their exclusive use only. **PLEASE INCLUDE COPY OF DRIVER'S LICENSE TO CONFIRM IDENTITY.** If you do not have a driver's license, please include a copy of your Passport or current government issued identification card.

I/We acknowledge our rights as stated in the Fair Credit Report Act that I/we are entitled to a copy of the report upon proper written request and can dispute any inaccurate information for re-verification. I/We understand that Associated Credit Reporting, Inc. is not directly involved in the approval or denial of any applicant. The information received by Associated Credit Reporting, Inc. shall be held in strict confidence, protected as governed under the Fair Credit Reporting Act, and will never be released to any third party other than the designated recipient. I/We further understand that this is a non-refundable process.

By signing below, I/We further state the Application for Occupancy and Authorization Form were signed by me/us and was not originated with fraudulent intent by me/us or any other person and that the signature(s) below are my/our own proper legal signature. I/We certify (or declare) under penalty of perjury that I/We agree to the foregoing and; that all answers and information contained on the Application for Occupancy are true and correct and will hold Associated Credit Reporting, Inc. harmless from the result of the investigation.

(Applicant's Signature)

(Spouse's Signature)

(Applicant's Name Printed)

(Spouse's Name Printed)

(Date Signed)

(Date Signed)



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EMERGENCY INFORMATION

Please provide the Management Office with the name of **two (2) persons** we may contact in the event of an emergency. Please inform these people that they are listed as your emergency contacts.

Date: _____

Your name: _____

Unit: _____

Your telephone number: _____

Please list the person you would like us to contact in the event of an emergency,
(Please provide a local person):

Name: _____ Relationship _____

Address: _____

Phone Number: (____) _____

Email: _____

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

Name: _____ Relationship _____

Address: _____

Phone Number: (____) _____

Email: _____

Occupant's Name

Occupant's Signature



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AUTHORIZATION TO UTILIZE EMAIL/ TEXT MESSAGING TO COMMUNICATE ASSOCIATION INFORMATION

1718.111 *The Association.*—

- (g)1. *By July 1, 2018, an association with 150 or more units which does not manage timeshare units shall post digital copies of the documents specified in subparagraph 2. on its website.*
 - b. *The association's website must be accessible through the Internet and must contain a subpage, web portal, or other protected electronic location that is inaccessible to the general public and accessible only to unit owners and employees of the association.*
 - c. *Upon a unit owner's written request, the association must provide the unit owner with a username and password and access to the protected sections of the association's website that contain any notices, records, or documents that must be electronically provided.*

Electronic mail (email) and text messaging are forms of communication that may be utilized between you and the Association Office.

We want to make sure you know that unencrypted email and text communications are not secure communications.

Incoming email communications will be reviewed and answered as soon as possible.

If you have not heard from the office with a response and are concerned that your message was not received, please call the office during regular business hours.

EMAIL COMMUNICATION SHOULD NEVER BE USED IN THE CASE OF AN EMERGENCY OR FOR URGENT REQUESTS FOR INFORMATION.

This authorization may be revoked at any time and must be done in writing. It is understood that the revocation will not apply to information that has already been released based on this authorization.

Authorization is valid while an Owner/Resident is with Point East One Condominium Corporation, Inc.

If you agree to the foregoing terms, please indicate your acceptance by your signature that you accept the terms and conditions outlined herein.

ACCEPTED: Signature of Individual _____ Date _____

Printed Owner/Resident Name _____

Phone # ____/____/____

Authorized E-mail of Individual _____



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AGE AND RESIDENCE SURVEY

I, _____ will occupy Unit No. _____ at

Point East ONE Condominium Corporation, Inc, and hereby state the following:

I am the Unit Owner _____.

I am the Unit Renter _____.

I will be residing with a unit owner who is over the age of 55 _____.

I was born _____. Therefore, I am _____ I am NOT _____
(Date of Birth)

over 55 years of age.

I have provided documentation, (Birth certificate, Passport or Driver's License) to Point East One Condominium which demonstrates proof of age.

Print your Name

Date

Occupant's Signature



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OCCUPANCY

UNIT #: _____

Date: _____

I/We understand and agree that according to the Declaration for Point East ONE Condominium, 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.)

Print your Name

Occupant's Signature

Print your name

Occupant's Signature



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EMERGENCY KEYS INFORMATION

It is necessary that you provide the Management Office with a set of Emergency 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.

Section 718.111(5) of Florida Statutes provides Associations with the irrevocable right to access all units in the Condominium **WHEN NECESSARY** "to perform maintenance, repair or replacement of common elements or of any portion of a unit to be maintained by the Association", and "to prevent damage to the common elements or to a unit or units".

(5) RIGHT OF ACCESS TO UNITS.

- (a) The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the declaration or as necessary to prevent damage to the common elements or to a Unit.
- (b). In addition to the Association's right of access in paragraph (a) and regardless of whether authority is provided in the declaration or other recorded condominium documents, an association, at the sole discretion of the Board, may enter an abandoned unit to inspect the unit and adjoining common elements: make repairs to the Unit or to the common elements serving the unit, as needed, repair the unit if mold or deterioration is present; turn on the utilities for the Unit; or otherwise maintain, preserve, or protect the Unit and adjoining common elements.
For purposes of this paragraph, a unit is presumed to be abandoned if:
 - a. The Unit is the subject of a foreclosure action and no tenant appears to have resided in the Unit for at least 4 continuous weeks without prior written notice to the Association, or
 - b. No Tenant appears to have resided in the Unit for 2 consecutive months without prior written notice to the Association and the Association is unable to contact the owner to determine the whereabouts of the owner after reasonable inquiry.
2. Except in the case of an emergency, an Association may not enter an abandoned unit until 2 days after notice of the Association's intent to enter the unit has been mailed or hand-delivered to the owner at the address of the owner as reflected in the records of the Association. The notice may be given by electronic transmission to unit owners who previously consented to receive notice by electronic transmission.
3. Any expense incurred by an Association pursuant to this paragraph is chargeable to the unit owner and enforceable as an assessment pursuant to S 718.116, to enforce collection of the expense.
4. The Association may petition a court of competent jurisdiction to appoint a receiver to lease out an abandoned unit for the benefit of the association to offset against the rental income the association's costs and expenses of maintaining, preserving, and protecting the Unit and the adjoining common elements, including the costs of the receivership and all unpaid assessments, interest, administrative late fees, costs, and reasonable attorney fees.

However, if you do not provide the management office with a set of Emergency Key for an immediate emergency, we will contact a Locksmith of our choice and you will be responsible for the expense. The Management Office also recommends that you change you locks upon moving in.

Print your name:

Unit Number:

Owner's Signature:

Date:



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PLUMBING
OCCUPANTS

RESIDENTS MUST NOTIFY THE POINT EAST OFFICE

305 931 3960

DIAL "9" FOR POINT EAST RECEPTIONIST

24 HOURS IN ADVANCE

IF ANY PLUMBING WORK WILL BE DONE IN THEIR UNIT
THAT REQUIRES SHUTTING OFF THE WATER

Our Maintenance personnel are the only authorized persons to turn off the valves off; **please DO NOT instruct your plumber to TURN OFF the water.**

The POINT EAST OFFICE, will place "A NOTICE" in your lobby advising the other residents in your Building, should the shutdown affect them.

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

(Resident Signature)

(Resident Signature)

(Print your Name)

(Print your Name)

UNIT NO: _____

DATE: _____



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PETS

**PETS ARE NOT ALLOWED ON POINT EAST PROPERTY
AT ANY TIME**

NOT EVEN GUEST'S PETS

**FAILURE TO COMPLY WITH THE
RULES AND REGULATIONS
WILL RESULT IN FINES.**

I (WE) the undersigned, understand and agree to fully abide by the above Rules and Regulations.

(Resident Signature)

(Resident Signature)

(Print your Name)

(Print your Name)

UNIT NO: _____

DATE: _____



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VEHICLE AND PARKING RULES

- 1.- Point East One Parking lots are for the exclusive use of registered residents and their guest.
- 2.- All vehicles within Point East One must display a current resident parking decal or visitor pass.
- 3.- Vehicle storage and vehicle sale business are strictly prohibited.
- 4.- For sale signs or advertisements cannot be displayed on or inside the vehicles.
- 5.- All vehicles must park forward in the parking space unless the Association grants permission in writing.
- 6.- Only registered residents qualify for a resident parking decal and gate card.
- 7.- All visitor and guest must visibly display a current parking permit in their dashboard on the driver's side (left side).
- 8.- All visitors and guest must park in visitor parking spaces. Vehicles improperly parked or with no current visitor parking pass are subject to towing at the owner's expenses.
- 9.- Parked vehicles must be in operating condition. Vehicles with expired license plates are subject to towing.
- 10.- Unless special written permission is granted by the association, all vehicles parked in a visitor space which have not been moved for 30 days will be considered abandoned and issued a 48-hour tow warning.

VEHICLE TOWING AND ENFORCEMENT

Vehicles are subject to immediate towing at the owner's expense for the following reasons:

- Vehicle is parked in the grass. Parking or stopping on the grass is prohibited 24 hours a day.
- Vehicle is parked on the sidewalk.
- Vehicle is parked in a resident's assigned space and the residents make a request for the vehicle to be towed. (The resident is required to sign the towing order).
- Vehicle is parked in a fire lane.
- Vehicle is hindering free flow of traffic in either direction or blocking the entrance/egress from parking spaces.
- All other parking violations shall receive one 48-hours warning. Only one warning will be issued. If the same vehicle is cited a second time, within the 6 months, for the same violation, it is subject to immediate tow at owner's expense.

I / WE UNDERSTAND THE ABOVE:

Resident Name: _____

Resident Name: _____

Date: _____

Unit: _____

POINT EAST ONE CONDOMINIUM

STORAGE ROOM RULES

EFFECTIVE 11/15/2017 THE FOLLOWING STORAGE ROOM
RULES WILL BE ENFORCED:

1. ONLY PLASTIC BINS AND SUITCASES ARE ALLOWED.
2. ****NO MORE THAN THREE (3) BINS or
THREE (3) SUITCASES PER UNIT ALLOWED.
A TOTAL OF THREE (3) PER UNIT. ****
3. ITEMS MUST BE MARKED WITH THE FOLLOWING:
 - RESIDENT'S NAME
 - UNIT NUMBER
 - DATE STORED
4. UNMARKED ITEMS WILL BE DISCARDED.
5. NO FURNITURE, BEDDING, CLOTHES, SHOES, CARDBOARD BOXES OR APPLIANCES ARE ALLOWED. **EFFECTIVE IMMEDIATELY.**
6. NO FLAMMABLE / COMBUSTIBLE ITEMS ARE ALLOWED.
7. NO VALUABLES ARE TO BE STORED;
WE WILL NOT BE RESPONSIBLE FOR LOST ITEMS.
8. ACCESS TO THE STORAGE ROOMS WILL BE ONLY
TUESDAY AND THURSDAY FROM 1:00 P.M. TO 2:00 P.M.
**** PLEASE CALL TO MAKE AN APPOINTMENT ****
OFFICE: (305) 931-3960 EXT. 1
9. MAINTENANCE PERSONNEL ARE NOT ALLOWED TO CARRY YOUR
PERSONAL ITEMS IN OR OUT OF THE STORAGE ROOMS.

POSTED 11/15/2017



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POINT EAST ONE CONDOMINIUM RULES AND 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:

Resident shall not 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 hours of 11:00 pm and the following 8:00 am. Nor is any other use or practice, which is the source of annoyance to other occupants, which interferes with the peaceful possession and proper use of the Unit.
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.

Children:

Children must be supervised at all times. They are not allowed to play on the walks, corridors, elevators, stairways, roof or clubroom.
Children shall be the responsibility of their parents or legal guardians.

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 any articles be hung or shaken or stored from doors, windows, walks, balconies or corridors of 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 roof, elevator shafts, equipment rooms, or power rooms.
Use of all amenities are subject to the Rules and Regulations of the Point East Association.

Skateboards, skates and bicycles are prohibited on the water walkways.
Residents must have proper identification cards to enter the community facilities.





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Garbage and Trash.

All garbage to be placed in plastic bags securely tied before disposing in the chute on each floor. Items too large for the chute shall be disposed of by removing them the Point East property and disposing of them in a facility outside of the Condominium property.

Alterations and Improvements.

Prior to any alteration or improvement 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. Residents 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 machine 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, nor 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 at the main office building.

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 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 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.





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Parking.

No unlicensed vehicles, 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 resident'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 individual 55 and Older. A current census of occupants is maintained. No person under the age of 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 twelve-month period.

The 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.

Leases.

Unit owners shall provide the Board of Directors written notification of the Intention to Lease. The Board has the power to approve and disapprove a Lease. Screening/Interview of prospective Tenant(s) within 30 days is required. The Point East Lease must be used. No Unit shall be rented for more than one term (12 Months) during any calendar years. No unit shall be leased for the first eighteen months after purchase. A transfer fee is required.

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.

Owner/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.

Guest 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 restrictions set forth above for owners.





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Laundry.

A washer and dryer is located on each floor of the Building. No tinting or dyes are permitted in the machines. Equipment must be left in a 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.

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 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 Areas

Hours are from 8.00 Am until sunset and is at your own risk at all times. Lifeguards are not provided. No Diving Permitted.

Children under 16 years of age must be supervised by a responsible adult. Children of diaper age (Under 3 years of age) are not permitted in the pool at any time.

Towels are required to protect the deck and furniture from oils and lotions. Persons using them must shower before entering the pool.

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

Absolutely no food or beverages allowed at any time.

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

Chaise lounge chairs are not to be removed.

Showers are required before entering the pool.





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Shoes must be dry and worn when entering or exiting Building Lobbies. All tenants and guests shall wear shoes and shall be dry when entering or exiting building lobbies, the office building and the clubhouse.

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

NOTE:

The verbiage herein is summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the Condominium Documents.





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PROSPECTIVE UNIT OWNER / RESIDENT

ACKNOWLEDGEMENT OF

RULES AND REGULATIONS.

PROSPECTIVE
RESIDENT NAME (S) _____ UNIT: _____

THE BELOW SIGNED PROSPECTIVE UNIT OWNER/RESIDENT HEREBY
ACKNOWLEDGES RECEIPT OF AND AGREES TO FULLY ABIDE BY THE POINT
EAST ONE CONDONINIUM'S RULES AND REGULATIONS, AND ANY AND ALL
RULES AND REGULATIONS WHICH MAY BE ENACTED BY THE BOARD OF
DIRECTORS IN THE FUTURE.

I (we) understand and agree to the abovementioned.

(Owner / Resident Signature)

(Owner / Resident Signature)

(Print your Name)

(Print your Name)

(Unit Number)

(Date)



POINT EAST ONE CONDOMINIUM CORPORATION, INC

Phone: (305) 931 3960 Ext-1
Fax: (305) 931 6892

2895 Point East Drive
Aventura, FL 33160

A 55 and Older Community
E-Mail: pointeastcorp1@gmail.com

POOL & FACILITY RULES

HOURS OF OPERATION from 7:00 A.M to 9.00 P.M

The following rules and regulations are for the protection and benefit of all persons to ensure safe and sanitary operation of the swimming pool related facilities.

The Association reserves the right to close the pool in an emergency situation. In cases of lightning or thunder, the pool and deck areas will be cleared for thirty minutes following the first sighting of lightning and or sound of thunder. If thunder and lightning continues, the thirty minute period will start again until thunder and lightning has stopped and left the area.

Residents are requested to caution their children and their guests to observe the pool rules and regulations and to obey the instructions of the pool. Any failure to comply with the pool rules and regulations shall be considered sufficient cause for residents to be deprived of the use of the swimming pool by the Association.

1. Any person using the swimming pool shall dress in appropriate swimwear. No person shall be permitted to wear shorts, "cut-offs", etc. in the swimming pool. Children who are not toilet trained must wear protective, tight-fitting plastic pants or swim diapers.
2. No person shall use the swimming pool unless the swimming pool is officially opened.
3. Patrons with colds, coughs, inflammation of the eyes, wearing bandages, having an infection or open sore or other unusual physical condition that may affect the health and welfare of other patrons, should refrain from using the pool. All persons must take a cleansing shower before entering the swimming pool. Spouting of water from the mouth and similar unhygienic actions in the swimming pool or the swimming area is not permitted.
4. The Association has defined the last 15 minutes as a designated lap swim and rest period for all who are not lap swimming. Lap lanes are to be kept open at all times for lap swimming only.
5. Residents are responsible, and will be charged, for the cost of any property damage caused by the Member or their guest.
6. Children under twelve (12) years of age must be accompanied by an identified responsible person, sixteen (16) years or older at all times within the pool area.





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POOL & FACILITY RULES

SAFETY CONSIDERATIONS

- A. No running, pushing, dunking or rough play will be permitted in the swimming pool or the swimming pool area. Standing or sitting on another person's shoulders is not permitted.
- B. Diving or jumping into the swimming pool from other than designated areas is prohibited.
- C. Glass containers, breakable objects, food and open drink containers are not permitted in the swimming areas. Alcoholic beverages are not allowed.
- D. No intoxicants or intoxicated persons shall be allowed in the swimming pool or the swimming pool area.
- E. Persons wearing glasses or goggles in the swimming pool must secure their glasses or goggles with an appropriate support band.
- G. Smoking is not permitted inside the fenced or pool area.
- F. Residents are urged to assist in keeping the swimming pool and the swimming pool area clean.
- I. Members must provide towels for their own use and the use of their families and their guests.
- J. No pets are allowed in the pool area.
- K. Only authorized staff will be permitted in the filtration room.
- L. Gum chewing is prohibited in the pool area.
- M. All persons using the swimming pool and in the swimming pool area shall conduct themselves in a manner so as not to disrupt or impair the use and enjoyment of the swimming pool by others. Profanity or vulgar language is strictly prohibited. Violation of this rule may result in suspension of swimming pool privileges.
- N. Any injuries that occur on the premises must be reported immediately to the Association.

I / WE UNDERSTAND THE ABOVE:

Resident Name: _____

Resident Signature: _____

Unit #: _____

Date: _____

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 ID./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.

RULES AND REGULATIONS POINT EAST COUNCIL PROPERTY

NOVEMBER 21, 2012 --- REVISED 1/25/19

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 an 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 7:00 A.M. to 9:00 P.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.
- 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. (A) COUNCIL DOCK RULES AND REGULATIONS: Revised 01-23-19

- A. Only unit owners that reside at Point East 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 providing they are in good standing.
- C. A unit owner who will 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 Contract. 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 Security Deposit of \$500.00 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 notified, you will have 90 days from the date you Accept Boat Slip and complete a Boat Slip Application Agreement to purchase a boat and show Point East Council proof of purchase, Insurance, with FL Registration and picture of the boat. Minimum rent is based on a boat length of 22 foot at \$7.00 per 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 **Boat Contract Agreement** 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 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. Copy of the Watercraft Liability Insurance Certificate or Declaration of Policy in the amount of \$300,000.00 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 FL Registration and Boat Insurance and only with the Approval of the Point East Council.
- N. Rental rates are subject to change.
Revised: 01-23-2019

7. (B) DOCK MASTER DUTY:

- Visit and inspect the dock at least once a week.
- Report any problem or repair to be done at least once a month to Council.
- Should not have any power, decisional issue, as per the Dock Rules & Regulations.
- Need a picture of boat slip with date.
- Should keep in contact regularly with Dock Renters (owner), and report in writing problems that He/she see's on a particular slip or boat to the Renter and Council.

7. (C) COUNCIL DUTY:

- Execute all of the paperwork stated in the Dock Rules & Regulations. Keep a record of all the Z transactions and paperwork in a special file backed up with a computer program or file.

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 to or mailed to the Point East Council.

9. POINT EAST ROOM CHARGES:

| | | |
|--------------------|---|------------|
| ANNE ACKERMAN ROOM | Point East Residents | \$120.00 |
| | Point East Residents Outside Guest..... | \$250.00 |
| | Non Residents Outside Guest..... | \$450.00 |
| | Maximum People Allowed..... | 83 |
| COFFEE SHOP | Point East Residents | \$120.00 |
| | Point East Residents Outside Guest..... | \$250.00 |
| | Non Residents Outside Guest | \$450.00 |
| | Maximum People Allowed..... | 84 |
| ROSE ROOM | Point East Residents For Party..... | \$100.00 |
| | Point East Residents Outside Guest..... | \$300.00 |
| | Non Residents..... | \$800.00 |
| | Maximum People Allowed..... | 220 |
| AUDITORIUM | Point East Residents..... | \$1,500.00 |
| | Non Residents..... | \$4,500.00 |
| | 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.

Prices 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.

Rental Rates Are Subject To Change



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MOVE IN/OUT - DELIVERIES

DELIVERY OF PURCHASED ITEMS.

THE UNDERSIGNED, BEING THE APPROVED RESIDENT OF RECORD OF:
POINT EAST ONE CONDOMINIUMS CORP., INC

UNIT NUMBER: _____ CONTACT: _____ PHONE: _____

HEREBY AGREES TO ABIDE BY THE FOLLOWING RULES AND REGULATIONS, REGARDING THE MOVING / DELIVERY AS FOLLOWS:

- MOVING/DELIVERIES MUST BE SCHEDULED WITH POINT EAST ONE OFFICE AT LEAST 24 HOURS IN ADVANCE.
- YOU WILL BE REQUIRED TO LEAVE A SECURITY DEPOSIT CHECK FOR \$250.00 MADE PAYABLE TO POINT EAST ONE CONDOMINIUM. IF MOVING OUT, THE CHECK MUST BE IN THE FORM OF A CERTIFICATE CHECK OR MONEY ORDER. SECURITY DEPOSIT CHECK REQUIRED.

AFTER MOVING/DELIVERY IS DONE, THE AREA WILL BE CHECK FOR DAMAGES. THE SECURITY DEPOSIT CHECK WILL NOT BE RETURNED IF THERE'S ANY OF THE FOLLOWING:

1. ANY DAMAGE IS DONE TO ELEVATOR OR ANY OTHER PROPERTY IN THE COMMON AREAS.
2. ANY FURNITURE OR BELONGINGS LEFT IN THE GARBAGE ROOMS OR ANYWHERE IN THE COMMON AREAS.
3. IF POINT EAST I.D. CARDS/BARCODES ARE NOT RETURNED TO THE OFFICE (IF MOVING OUT)

**MOVING / DELIVERY HOURS ARE MONDAY-FRIDAY, from 9:00 A.M. to 4:00 P.M.
NO WEEKENDS OR LEGAL HOLIDAYS.**

Moving trucks – MUST ARRIVE PRIOR TO 12:00 NOON AND LEAVE BY 4:00 P.M.
Delivery trucks – MUST ARRIVE PRIOR TO 3:00 P.M. AND LEAVE BY 4:00 P.M.

AGREED TO AND ACCEPTED THIS _____ DAY OF _____, 20____.

If you are having a delivery, please specify what items will be delivered: _____

SIGNATURE OF RESIDENT

DATE OF MOVING / DELIVERY

PRINT NAME

NAME OF MOVING/DELIVERY COMPANY

SECURITY DEPOSIT CHECK NUMBER: _____ CHECK RETURNED TO: _____

DATE RETURNED: _____