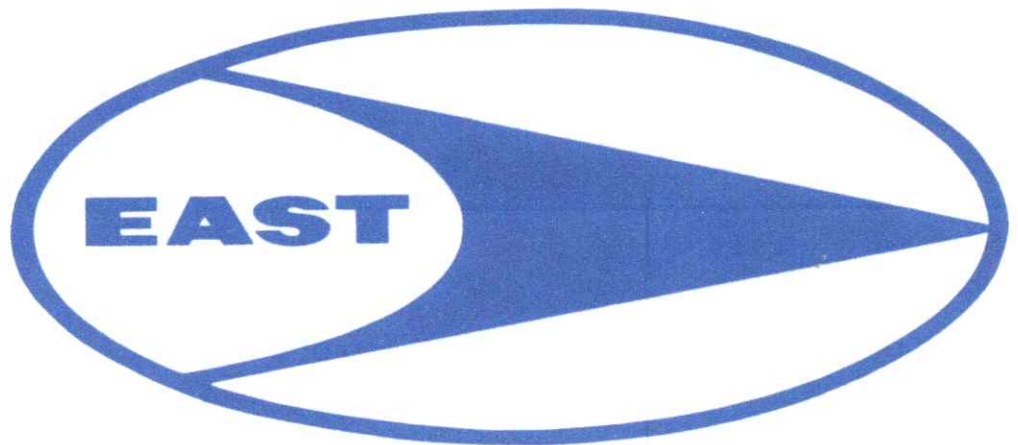


WELCOME TO POINT EAST ONE CONDOMINIUM
“A 55 AND OVER COMMUNITY IN AVENTURA”



POINT EAST ONE CONDOMINIUM CORP. INC
RENTAL APPLICATION 2026

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



POINT EAST ONE CONDOMINIUM CORPORATION, INC.

Telephone: 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

TO: PROSPECTIVE BUYERS – RENTERS – BROKERS & REALTORS

Re: APPROVAL PROCESS

Dear prospective buyers, renters, brokers and realtors.

Welcome to Point East One Condominium Corporation Inc, a 55 and Over Community. The Office will process fully completed Sales and Rental applications.

The owner / seller must complete an Intent to Sell form before processing applications. In order to expedite the process please read the application and fill out completely. Note the following:

All Condo documents, Meeting minutes, Budgets can be found on the Point East One Condominium website owner portal. The owner can directly access the site and provide any needed documents.

Application Requirements:

All applications must be fully completed and signed by individuals, tenants and unit owners. **Printed signatures** only are accepted for the Point East One Lease, no digital signatures, please. Once a fully completed application and fee has been received, the approval Process is 30 days. Incomplete applications will cause delays.

Association Security Deposit:

Point East One Condominium requires a Security Deposit equal to one month's rent held in a non-interest-bearing account to protect against damage to the common elements or association property, as permitted by our declaration, articles, or bylaws.

This is in accordance with Fla. Stat. Sec.

718.112 (2)(k) and common elements" refers to the portions of the condominium property not included within the units. The deposit will be returned within 15 business days to the applicant after vacating the unit. The Association requires a written refund request with a forwarding mailing address.

Parking: One parking space is assigned per unit only.

Service Animals: If the prospective applicant has a service animal, please request a required Service Animal application.

Thank you.

Board of Directors.
Point East One Condominium Corp, Inc



POINT EAST ONE CONDOMINIUM CORPORATION, INC.

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

2895 Point East Drive
Aventura, FL 33160

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

TO ALL NEW RENTERS

January 1, 2026

Dear Applicant:

Thank you for your interest in our community. We actively seek good residents and strive to provide the best service possible. We screen all our applicants carefully and verify all information provided to us.

Please note:

- We run a credit check on ALL applicants.
- We run a criminal check on ALL applicants.
- We check previous rental history.
- We run a sexual predator check on ALL applicants.

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

Procedures:

1. Please completely fill out your Application for Lease and Occupancy. (Allow 30 days to process)
Answer all questions & print legibly. **Incomplete applications will not be processed.** Please complete all information requested on the application.
2. Include a copy of your Driver's License and a valid state picture ID or passport.
3. **A \$150.00 non-refundable Application Fee** must be attached to the application package. (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 of \$150.00. Non-married applicants will require a \$150.00 non-refundable fee for each person. Each lessee must fill out and sign the Application for Occupancy and "Authorization to Release Information" forms. **ALL RENTALS ARE TO START ON THE FIRST OF THE MONTH.**
4. **ONE MONTH RENT DEPOSIT** for common area damage MUST be attached to the application. Bring this check on the day of the interview. Make check payable to Point East One Condominium Corp. This deposit will be kept in a non-interest Bank Account, and within 15 days after the expiration date of the lease, and you leaving the property, you may request in writing the refund of this deposit.
5. The acknowledgement of Rules and Regulations form must be signed by ALL who occupy the unit.
6. Return the completed application forms and Lease to the Point East Management Office, with the respective fee and deposit.
7. No lessee may move into a Unit until approved by the Board of Directors.
8. **Original application package MUST BE SUBMITTED, no faxes or copies accepted.**
9. Please call the Point East Office for Appointment: 305-931-3960. (Press #1 for our Corporation).

Sincerely,

BOARD OF DIRECTORS
POINT EAST ONE CONDOMINIUM CORP. INC.



POINT EAST ONE CONDOMINIUM CORPORATION, INC

UNIT-

A 55 AND OVER RESIDENTIAL COMMUNITY

Telephone: (305) 9313960
Fax: (305) 9316892

2895 Point East Drive
Aventura, FL 33160

APPLICATION FOR LEASE, GIFT, DEVISE, OR INHERITANCE APPROVAL

1. This application, the application for approval and authorization forms must be completed in detail by each proposed adult occupant, other than husband/wife or parent/dependent child (which is considered one applicant).
2. If any question is not answered or left blank, this application will be returned, not processed and not approved.
3. Please attach a copy of the Lease to this application and a picture ID (Driver License / Passport).
4. Please attach a non-refundable "Application fee of \$150.00" to this application, made payable to: "POINT EAST ONE CONDOMINIUM CORP. INC" for each applicant, other than husband/wife. Acceptance of the processing fee does not in any way constitute approval of this transaction.
5. Please attach one month Rent deposit to this application, made payable to "Point East One Condominium Corporation, Inc". Any damage by the Lessee, their children, guests or visitors shall be deducted from the Security Deposit (Common area damage deposit) *This deposit will be kept in a non-interest-bearing account at City National Bank Within 15 days after the expiration date of the Lease, kindly request in writing the refund of the deposit.*
6. The completed application must be submitted to the Association office at least 30 days prior to the desired date of occupancy (Lease date).
7. All applicants must be interviewed prior to final Board of Directors approval. Occupancy prior Board of Directors approval is prohibited.
8. NO Lease shall be for less than 12 months, nor for more than 12 months. NO more than 1 Lease in a 1-year period is permitted. Renewal or extensions of Leases are subject to re-approval by the Board of Directors.
9. POINT EAST ONE CONDOMINIUM is a community designed and intended to provide housing for residents who are "55 and Over". All units must be permanently occupied by at least one person age 55 or over. In addition, no permanent occupancy of any unit is permitted by a person under age 18.
10. No pets allowed at any time.
11. Use of this units is for single family residence only.
No Corporation, Company, Partnership, or Trust may Lease a Unit.
12. No commercial vehicles, trucks, boats, trailers, moto home, mobile homes, campers, recreational vehicles, motorcycles, mopeds, etc. permitted to park on the premises overnight. Only 1 assigned parking space available per Unit.
13. The owner (Landlord) must provide the lessee with a copy of the Association Rules and Regulations.
14. Occupancy regulations: One Bedroom unit – no more than 2 occupants. Two-bedroom unit – no more than 4 occupants.
15. Moving furniture IN or OUT of a unit is not permitted on Saturday or Sunday or Holidays.
Hours for moving are from 8:30 A.M. to 4:00 P.M. Monday to Friday.

MUST PRINT OR TYPE ALL INFORMATION ON THESE FORMS

Date: _____ Lease Term: From: _____ to _____
Owner's name: _____ Tel. No: _____
Owner's present address: _____
Name of Realtor handling Lease: _____ Tel. No: _____
Name of proposed Lessee (as Lease will appear):
A: _____ B: _____ (Spouse)

OTHER PERSONS who will occupy the unit with you (if any):

NAME:	AGE:	RELATIONSHIP / OCCUPATION
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

Have you or any proposed occupant ever been convicted of or pled to a crime? _____ if yes, please state the date(s), charge(s), disposition(s) and location(s) _____

1. I hereby agree for myself and on behalf of all persons who may use the unit that I seek to Lease:

- I will abide by all of the restrictions contained in the Bylaws, Rules and Regulations, and restrictions which are Or may in the future be imposed by POINT EAST ONE CONDOMINIUM CORPORATION, INC.
- I understand that there is a restriction on pets and that I may not bring a pet, nor may any guest or visitor bring A pet into POINT EAST ONE CONDOMINIUM, nor acquire one, either temporarily or permanently after Occupancy.
- I understand that I must be present when any guest, relatives, visitors, or children who are not permanent Residents occupy the unit or use the recreational facilities.
- I understand that sub-leasing or occupancy of this unit in my absence is prohibited.
- I understand that any violation of the terms, provisions, conditions, and covenants of the POIN EAST ONE CONDOMINIUM CORPORATION, INC documents provides cause for immediate action as therein provided or termination of the Leasehold under appropriate circumstances.

2. I have received a copy of the Rules and Regulations: YES _____ NO _____

3. I understand that I will be advised by the Board of Directors of either acceptance or denial of this application. Occupancy prior to Board of Directors approval is prohibited.

4. I understand that the acceptance for Lease at POINT EAST ONE CONDOMINIUM is conditioned in part upon the Truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation, Falsification or omission of information on these forms will result in the automatic disqualification of my application.

5. I understand that the Board of Directors of POINT EAST ONE CONDOMINIUM CORPORATION, INC may cause To be instituted an investigation of my background as the Board may deem necessary. Accordingly, I specifically Authorize the Board of Directors, Management and Associated Credit Reporting, Inc. to make such investigation and agree that the information contained in this and the attached application may be used in such investigation, and that The Board of Directors, Officers and Management of POINT EAST ONE CONDOMINIUM CORPORATION, INC Itself shall be held harmless from any action or claim by me in connection with the use of the information contained Herein or any investigation conducted by the Board of Directors.

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

APPLICANT: _____

APPLICANT: _____

DATE: _____

DATE: _____

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

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

Full Name _____ Date of Birth _____ Social Security # _____

Circle One: 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 _____

PART I -- RESIDENCE HISTORY

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

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

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other _____ Rent/Mtg Amount _____

Are you on the Lease? _____ If not, who is the leaseholder? _____ Are you on the Deed? _____ If yes, under what name? _____

Name of Landlord _____ Phone _____ Email address _____

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other _____

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

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

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other _____ Rent/Mtg Amount _____

Were you on the Lease? _____ If not, who is the leaseholder? _____ Were you on the Deed? _____ If yes, under what name? _____

Name of Landlord _____ Phone _____ Email address _____

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other _____

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

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

Circle one: Own Home - Parent/Family Member - Rented Home - Rented Apt - Other _____ Rent/Mtg Amount _____

Were you on the Lease? _____ If not, who is the leaseholder? _____ Were you on the Deed? _____ If yes, under what name? _____

Name of Landlord _____ Phone _____ Email address _____

Circle one: Is your Landlord the: Owner of the property - Realtor - Family Member - Roommate - Property Manager - Other _____

PART II – EMPLOYMENT REFERENCES

Include a recent copy of an earnings statement to expedite processing

- A. Employed by _____ Phone _____
Dates of Employment: From: _____ To: _____ Position _____ Fax _____
Monthly Gross Income _____ Address _____
- B. Spouse Employed by _____ Phone _____
Dates of Employment: From: _____ To: _____ Position _____ Fax _____
Monthly Gross Income _____ Address _____

PART III – BANK REFERENCES

Include a recent copy of a bank statement to expedite processing

- A. Bank Name _____ Checking Acct. # _____ Phone _____
Address _____ Fax _____
- B. Bank Name _____ Savings Acct. # _____ Phone _____
Address _____ Fax _____

PART IV – CHARACTER REFERENCES (No Family Members)

1. Name _____ Home Phone _____
Address _____ Business Phone _____
Email Address _____ Cellular Phone _____
2. Name _____ Home Phone _____
Address _____ Business Phone _____
Email Address _____ Cellular Phone _____
3. Name _____ Home Phone _____
Address _____ Business Phone _____
Email Address _____ Cellular Phone _____
4. Name _____ Home Phone _____
Address _____ Business Phone _____
Email Address _____ Cellular Phone _____

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 _____

ASSOCIATED CREDIT REPORTING, INC.

Established 1985

4690 NW 103rd Avenue, Sunrise, Florida 33351
www.associatedcreditreporting.com

Phone: 754-216-0025
Toll Free: 800-676-7640
Fax: 954-635-2157
Toll Free Fax: 800-235-7185

*****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 bank account(s), credit history, residential history, criminal record history, employment verification and character references.

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)



POINT EAST ONE CONDOMINIUM CORPORATION, INC

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

2895 Point East Drive
Aventura, FL 33160

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

DATE: _____

UNIT: _____

LEASE

This is a Lease between _____ ("Landlord") and
_____ ("Tenant") covering Unit No. _____ (The "Apartment")

at POINT EAST ONE CONDOMINIUM CORPORATION located at: _____ Point East Drive (the "Condominium"). The apartment is described in greater detail in the Declaration of Condominium of Point East One Condominium, recorded in the Dade County Public Records (the "Declaration of Condominium") in Official Records Book 4936 at page 386.

1.- TERM. The term of this Lease shall begin on _____ 20____ and end on _____ 20____.

Under no circumstances shall an apartment be leased for more than one-year term during any calendar year.

All rentals are for a term of no less than and no more than ONE YEAR and subject to renewal each year on that basis.

Under no circumstances shall Landlord be liable to Tenant for damages if the Apartment is unavailable for occupancy because a previous tenant of the apartment refused to vacate it when his/her Lease terminated. If that happens, Landlord may elect to extend the end of the term for the same period, except that if the previous tenant still has not vacated within 45 days after the beginning date specified above, either Landlord or Tenant may cancel this Lease by giving notice to the other.

2- RENT. The total rent for the term (which Tenant hereby agrees to pay to Landlord) shall be \$_____. The rent shall be payable in advance on the _____ day of each month during the term in monthly installments of \$_____. Upon executing this Lease, Tenant shall pay to Landlord \$_____ as rent for the period(s) _____. Rent payments shall be paid by cash, check or money order payable to Landlord and delivered or mailed to Landlord at _____.

or at such other place as Landlord may designate by written notice to Tenant. If any personal check of tenant is returned for any reason, Landlord may require all future payments to be in the form of cash, money orders or cashier's checks. Rent payments that are more than five (5) days overdue (time being of the essence) must be accompanied by a late charge equal to _____% of the amount overdue, but no acceptance of a late charge by Landlord shall be considered a waiver of its remedies for Tenant's default.

3- SECURITY DEPOSIT. Upon executing this Lease, Tenant shall deposit with Landlord \$_____ as security deposit for Tenant's performance of all his/her obligations under this Lease. Landlord shall hold the security deposit until Tenant has vacated the Apartment and, within 15 days after inspecting the Apartment, shall return to Tenant whatever portion (if any) of the security deposit remains after Landlord has deducted from it whatever amounts are required to compensate Landlord for any breaches of this Lease by Tenant.

Under no circumstances shall Landlord be required to apply the security deposit as rent and under no circumstances shall Tenant be entitled to remain in possession of the apartment while in default in the payment of rent or other money due Landlord on the theory that the security deposit should be applied to remedy the default.





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- 4- PERMITTED OCCUPANTS AND USE. The apartment shall be used exclusively as a private residence for Tenant and the members of his immediate family and shall not be occupied at any time by more than _____ persons.
- 5- PARKING. (Note: If the spaces provided below in this section are left blank or marked "N/A", no parking facilities are included in this Lease.) Landlord hereby grants to Tenant a right to use throughout the lease term assigned, parking space (s) at or near the Condominium for ONE automobile.
- 6- UTILITIES. Electric service for Tenant's use in the apartment will be separately metered to Tenant and Tenant shall be responsible for paying the charges (including any deposits required) for electric service before they become overdue.
- 7- APPLIANCES. Tenant acknowledges that the apartment is equipped with a dishwasher, refrigerator, oven, and Range and air-conditioner, all of which belong to the Landlord and are presently in good working order. Landlord shall be responsible for repairing mechanical defects or failures of these appliances that are not caused by tenant's misuse or negligence, but tenant shall be responsible for otherwise maintaining them in good condition and repair and for yielding them up to landlord when this Lease terminates in the same condition (excepting only reasonable wear and tear) they were in when this Lease commenced. Landlord shall not be required to make any repair to an appliance unless it first receives written notice of the failure or defect to be repaired, and no reasonable delay in making a repair shall constitute a default by Landlord or a constructive eviction of Tenant.
- 8- TENANT'S ADDITIONS AND ALTERATIONS. Tenants shall not make any additions or alterations to the Apartment or the condominium without first receiving Landlord's written consent to them. This prohibition shall extend without limitation to creating holes in walls or countertops, changing, or installing additional bolts or locks, installing lighting or other fixtures, painting and wallpapering, removing window tinting and affixing or attaching any tape, sign or decoration on or to a window, balcony or exterior door. Landlord may remove or change any addition or alteration made by Tenant that Landlord did not consent to and may charge tenant the reasonable cost of Landlord's doing so.
- 9- CONDITION AND MAINTENANCE OF THE APARTMENT. Tenant acknowledges that the apartment and the balcony adjoining it (if any) were in a clean, safe and tenantable condition when this Lease was signed. Tenant shall keep them in that condition throughout the term of the Lease and shall yield them up to Landlord when this Lease terminates in the same condition, they were in when this Lease commenced (excepting only damage resulting from normal wear and tear). If tenant fails to carry out its obligations under this section in any respect, Landlord may carry them out for Tenant and charge tenant the reasonable cost of its doing so.
- 10- ACCESS TO PREMISES. Landlord and its agents may enter the apartment at any reasonable hour to inspect the apartment, to exhibit it to prospective tenants or purchasers of the Apartment or other units in the Building, or to perform whatever repairs, maintenance, or other work with respect to it that Landlord considers necessary or desirable. Landlord may exercise this right of entry even though doing so may entail its using a passkey or removing or breaking a lock or bolt installed by tenant.
- 11- SUBLETTING. Tenant shall neither sublease the apartment nor assign this Lease (nor advertise to do either) without first having received the written consent of the Landlord and Point East One Condominium Corporation, Inc.





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12- COMPLIANCE WITH RULES AND REGULATIONS. Tenant acknowledges having received a copy of the Rules and Regulations for Point East One Condominium Corporation, Inc as well as a copy of certain provisions of the Declaration of Condominium governing the behavior of unit owners and occupant.

Tenant shall strictly comply with these rules or provisions (including any modifications of or additions to them that may be in the future, none of which Tenant has any right to object to) just as though the references in them to "Unit Owners" were references to "Tenant", and any breach of them by Tenant, a member of Tenant's family or a guest or invitee of Tenant shall be considered a material default under the Lease entitling Landlord to the remedies provided in Section 13.

Tenant shall promptly pay to Point East One Condominium Corporation, Inc upon demand, any fines assessed against the Apartment or Landlord as a result of Tenant's failure to comply with any of these rules. However, nothing in this section 12 shall be construed to give Point East One Condominium Corporation, Inc or any owner of Point East One Condominium Corporation, Inc because of either's failure to enforce one or more of the rules applicable to Tenant against another owner or occupant of a Unit in the Condominium.

Under no circumstances shall tenant have any claim against Point East One Condominium Corporation, Inc because of either's failure to enforce one or more of the rules applicable to tenant against another owner or occupant of a unit in the condominium.

In any action or proceeding brought by the Point East One Condominium Corporation, Inc to enforce the terms of its governing documents against Tenant, or for losses, damages or injuries to common elements or common property, the Association shall be entitled to recovery of reasonable attorney's fees and costs incurred in such an action from the Tenant. Notwithstanding the foregoing, Landlord shall not be relieved from liability for attorneys' fees and costs incurred by Point East One Condominium Corporation, Inc in connection with this tenancy.

Landlord shall have the primary responsibility for filing actions for eviction, injunctions or for damages against the Tenant, or other relief necessitated by Tenant's failure to comply with and/or abide by the terms, provisions. However, in the event Landlord in the sole opinion of the Association fails to proceed timely against the Tenant, then Landlord hereby agrees to appoint Point East One Condominium Corp., Inc as Landlord's authorized agent for purposes of bringing and maintaining an action for eviction, injunction or other relief necessitated by Tenants' failure to comply with and/or abide by the terms, provision, conditions and restrictions of the Declaration of Condominium, By Laws or Rules and Regulations of Point East One Condominium Corporation, Inc presently in effect or as amended or enacted during the term of this Lease.

Landlord further agrees to reimburse Point East One Condominium Corporation, Inc for any and all attorneys' fees and costs incurred by the Association in connection with such action.

13- DEFAULT. If Tenant abandons the Apartment at any time when a portion of the total rent remains unpaid, or if Tenant fails to make any payment of rent when due, or if Tenant breaches any covenant, rule or condition provided in this Lease, then (i) if Landlord so elects, the total rent for the remainder of the term of this Lease shall accelerate and become immediately due and payable in full, (ii) Tenant's right to possession of the apartment shall be terminate, (iii) If landlord so elects, this Lease shall terminate, and (iv) Landlord shall be entitled to any and all remedies available to it under Florida Law.

If Tenant's right to possession terminates, Landlord shall be entitled to immediately expel or remove tenant or any other person in possession of the Apartment, and its doing so shall not be considered a trespass or forcible entry, a waiver or forfeiture of Landlord's right to rents then or thereafter due it, or a waiver or release of any of tenant's obligations under this Lease.





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No acceptance of rent by Landlord after a default by Tenant shall be considered a waiver by Landlord of its right to exercise any of its remedies for the default, even if the default was a failure to pay rent when due and the payment was later made with the required late charge, and no failure by Landlord to enforce its rights under this Lease in one instance shall be considered a waiver of its rights to do so in any other instance. All Landlord's rights and remedies under this Lease are cumulative, so that its resort to one remedy shall not preclude its resort to another or others. To the extent permitted by applicable law, Tenant hereby waives any demand for rent or for possession of the Apartment, notice of any election by Landlord referred to in this section, and any and all notices and demands required of Landlords by the Florida Residential Landlord and Tenant Act.

14. DAMAGE TO TENANT OR TENANT'S PROPERTY. Tenant's taking possession of the apartment shall be conclusive evidence that the apartment and the rest of the Building (including all the common areas appurtenant to the Building) were in all respects acceptable and satisfactory to Tenant at the time Tenant took possession. Except as otherwise required by the Florida Residential Landlord and Tenant Act or provided in this Lease, Landlord shall not be liable for (and Tenant, for himself/herself, his/her family, invitees, licensees and permittees, hereby releases Landlord from) any claims for loss, damage or injury to person or property resulting in any way from, or in any way connected with, the occupancy or use of the Apartment or the rest of the condominium (including all the common areas appurtenant to the condominium), even if caused by landlord's negligence, and Tenant shall indemnify Landlord and hold it harmless from and against any and all claims (including all expenses of litigation involving such claims) by members of Tenant's family or guest or invitees of Tenant by loss, damage or injury to their persons or property resulting in any way from, or connected in any way with, their use or occupancy of the Apartment or the rest of the all appurtenant common areas), even if caused by Landlord's negligence. Point East One Condominium Corporation., Inc shall not be responsible for any damages caused by employees of the Association due to negligence or any other cause if these services were performed beyond the required duties of such employees, nor due to statements of policies which were not authorized by the Association.

15. TAXES. Tenant shall pay any sales, use or similar tax that may be imposed by any governmental authority with respect to monies received by Landlord from Tenant under this Lease.

16. SUBORDINATION. This Lease shall be subject and subordinate to any and all ground leases and mortgages (and all renewals, modifications, and extensions of them) that may now or hereafter affect the Apartment or the real property of which the apartment is a part. This provision is self-executing insofar as it relates to bona fide mortgages, but, upon Landlord's demand, Tenant shall execute and deliver to Landlord an instrument expressly subordinating his rights under this Lease to any such mortgage or to any particular mortgage or mortgages specified by Landlord.

17. ESTOPPELS INFORMATION. Within ten (10) days after Landlord request it, Tenant shall sign and deliver to Landlord a statement acknowledging that this Lease is in full force and effect and has not been modified, (or stating why it is not in full force or effect or the substance of any modification) and containing specific answers to whatever questions concerning this Lease's status Landlord may have posed in his request for the statement. Tenant's failure to sign and deliver this statement within the 10-day period shall constitute a representation by Tenant, which a prospective purchaser or mortgagee of the apartment may rely on, that this Lease is in good standing and free from any default by Landlord. Any false statement by tenant that Landlord is in default under this Lease shall constitute a default by Tenant under this Lease

18. DESTRUCTION BY CASUALTY. If the apartment is made untenantable by a fire or other casualty, Landlord may elect either to repair the damage so as to make the apartment tenantable again within 120 days or to terminate this Lease. Tenant's rental shall be justly abated during the period the apartment is untenantable as a result of casualty. If Landlord was untenantable, under no circumstances shall Landlord be liable to Tenant for damages or expenses resulting from casualty.





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A 55 and Older Community
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- 19- **CONDOMINIUM EMINENT DOMAIN.** This lease shall be unaffected if a part of the building (or appurtenant land) is taken by eminent domain but the Apartment itself is not made tenantable. If the entire Condominium is thus taken or the taking makes the apartment untenable, this Lease shall automatically terminate. Tenant hereby waives any claim to any part of any reward to compensation paid in connection with a taking by eminent domain.
- 20- **QUIET ENJOYMENT.** As long as tenant commits no default under this Lease or breach of it, tenant shall have quiet enjoyment of the apartment for the duration of this Lease's term, subject however, to the Declaration of Covenants for Point East One Condominium Corporation., Inc (including all exhibits thereto), the Declaration of the Condominium for Point East One (including all exhibits thereto), Condominium Rules and Regulations, all mortgages referred to in section 16, other provisions in this Lease and the rights of Point East One Condominium Association., Inc.
- 21- **HOLDING OVER AND SURRENDER.** Unless landlord agrees in writing to extend the term of this Lease past the termination date specified in Section 1, Tenant's occupancy of the apartment past the date shall constitute an unlawful holding over entitling landlord to collect from Tenant, for the period he holds over, rent at double the rate applicable before this Lease terminate. No agreement by Landlord to accept a surrender of the apartment shall be valid unless it is written and signed by Landlord.
- 22- **IDENTIFICATION OF PARTIES.** The term "Landlord" includes the successors and assignees of the Landlord. The term "Tenant" includes each and every person or entity named above as Tenant (notwithstanding the use in this Lease Agreement of masculine, singular pronouns and adjectives in referring to Tenant) and the heirs, executors, personal representatives, successors and assignees of each (though nothing in this section shall be construed to weaken the restrictions contained in section 11).
- 23- **LIABILITY.** If Tenant consists of more than one party, all such parties shall be jointly and severally liable for the performance of Tenant's obligations, and a default by or notice to one of them shall be binding on Tenant's heirs, personal representatives, executors, successors and assignees, and his obligations under this Lease shall not be considered purely his personal obligation.
- 24- **PERFORMANCE BY LANDLORD OF TENANT'S OBLIGATIONS.** If Tenant fails to perform any obligation it has under this Lease, Landlord may (but need not) perform it for him and charge Tenant the cost of its doing so.
- 25- **CHARGES.** All charges owed by Tenant to Landlord under this Lease shall be payable on demand and considered additional rent.
- 26- **LANDLORD'S DELINQUENCY IN PAYMENT OF MAINTENANCE ASSESSMENTS.** Landlord acknowledges that the approval of this Lease by Point East One Condominium Corporation., Inc is based in part upon the Landlord's status as a unit owner in good standing as of the date hereof. If, during the term of this Lease, Landlord fails to remain current on monthly maintenance payments and/or assessments due to Point East One Condominium Corporation., Inc. Landlord expressly authorizes Tenant to pay, and Point East One Condominium Corporation., Inc, to accept, rental payments, to the extent necessary to satisfy existing delinquencies, plus any and all interests, cost, late charges accrued thereon or attorney's fees or other collection costs incurred by the Condominium. The Condominium Association shall notify both Landlord and Tenant of the existence of such delinquencies and of its intent to collect rent at the last known addresses on record with Point East One Condominium Corporation., Inc. Tenant, upon receipt of such notice shall direct that portion of rental necessary to satisfy the amount due Point East One Condominium Corporation., Inc, with the remainder, if any, to be paid by Tenant to Landlord. Tenants failure to make payments in accordance with the terms hereof, will constitute an event of default hereunder.





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- 27- **NOTICES.** Any notice which Landlord or Tenant desires to give to the other must, to be effective, be in writing and either hand delivered or sent by certified or registered mail. If it is delivered by hand to Landlord, it must be delivered during normal business hours to the office of Landlord where rent is then payable and be duly receipted for by an officer of Landlord or its designated manager, and, if it is delivered by hand to Tenant, it must be either handed to Tenant or a member of his family or placed in the mailbox provided for in the Building or in the apartment itself. If it is mailed to Landlord, it may be addressed to the office of landlord where rent is then payable (or whatever other office or post office box address landlord may have specified to Tenant at least 5 days before the date the notice is given), and if it is mailed to Tenant, it may be addressed to the Apartment.
- 28- **WAIVER OF JURY TRIAL.** Landlord and Tenant hereby waive trial by jury in any action, proceeding or Counterclaim brought by either one against the other in connection with this Lease.
- 29- **ATTORNEYS' FEES.** Tenant shall be liable to Landlord for Landlord's reasonable attorneys' fees and court costs (including those resulting from appeals) in connection with any litigation relating to this Lease if Landlord prevails in the litigation.
- 30- **INVALID PROVISIONS.** The validity or unenforceability of any provision in this Lease or of any rule applicable to Tenant shall not affect the validity or enforceability of the rest of this Lease and rules.
- 31- **KNOWLEDGE OF CONTENTS.** Tenant acknowledges that he/she has carefully read and fully understands each and every provision in this Lease and that he/she has received from Landlord a copy of this Lease.
- 32- **NO REPRESENTATION.** Tenant acknowledges that neither Landlord nor any employee or agent of Landlord has made any promise, any representations, or any warranties in connection with this Lease that are not contained in this Lease.
- 33- **CAPTIONS.** The captions in this Lease were inserted solely for convenience and shall not be used in construing The provisions that follow them.

SIGNED this _____ day of _____, 20____.

WITNESSES:

LANDLORD

TENANT

TENANT



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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.

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: _____

Area Code with Phone Number: _____

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

Name: _____ Relationship _____

Address: _____

Area Code with Phone Number: _____

Occupant's Name

Occupant's Signature

EMAIL: _____

DATE: _____



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RENTAL AFFIDAVIT OF APPLICATION

BEFORE ME personally appeared _____ who deposes that the following to be true based upon his/her own personal knowledge:

1. I am applying to Rent - Unit # _____ of Point East ONE Condominium.
2. I am under / OVER the age of fifty-five (55)
3. Anyone not on the LEASE cannot live in the apartment when the RENTER is away.
4. Anyone on the Lease, under the age of 55, cannot reside in the unit when the LESSEE over the age of 55 is away, except spouse of Renter.
5. 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.)
6. My approval by the Board of Point East ONE Condominium is conditional.
7. Should I fail to follow the Rules & Regulations of the Condominium, my approval to reside at Point East One will be revoked.

SWORN AND SUBSCRIBED BY _____

On this _____ day of _____, 20____, personally known to me or has produced
_____ as Identification and has taken an oath.

Executive Board Member



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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 _____.
(Date of birth)

Therefore, I am _____ I am NOT _____ 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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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) I. 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 § 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:

Owner's Signature

Date



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PLUMBING
RENTERS

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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ARCHITECTURAL MODIFICATION FORM

The Undersigned, owner of Unit # _____ and the Undersigned Contractor hereby agree to abide by the Rules and Regulations below, regarding the following installation and/or changes in the Unit: (Explain in detail all the work that will be done in the Unit).

CONTRACTOR (S) NAME: _____ License: _____

CONTRACTOR PHONE WHILE ON SITE: _____

DATE WORK WILL START: _____ DATE WORK WILL FINISH: _____

The following is required by **Point East One Condominium** prior to commencement of work:

- **A Certified Check/Money Order for \$500.00 is required as Security Deposit;** for any Architectural Modifications done in your Unit.
- A copy of the Contractor's License, Insurance and workman's Compensation. **(must have Point East One Condominium as a Certificate Holder).**
- **All installation(s) must be approved by the Board of Directors** and must meet the South Florida Building Codes, if applicable.
- Is the Contractor's and Unit Owner's responsibility for any & all clean-up and removal of any and all debris, or the \$500 deposit will **NOT** be returned.
- All construction debris must be discarded outside the property. If any construction debris is discarded in our garbage rooms; the security deposit will not be returned.
- Is the Unit owner's /renter's responsibility for repairs and replacement costs of all damage(s) to the building & common property caused by any and all vendors(s).
- **A PERMIT from the CITY OF AVENTURA,** is required for the Installation of Hurricane Shutters and Windows, Electrical and Plumbing work; Air-Conditioning Units & Water Heaters; and installation of Tile or Wood Floors. Soundproofing will be required under the flooring (including 1st floor units). Sample **must** be given to the office.
(See attachment from Aventura City)

ALL CONTRACTORS MUST BE LICENSED AND INSURED.

Working hours are Monday thru Friday from 8:00 A.M to 4:00 P.M.

No weekends or holidays, Except for emergencies, such as:

Plumbing leaks, Appliance failures, A/C or Heating failures, Water Heater Leaks and Electrical outages.

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

Unit owner Printed Name

Unit owner signature

Association Approval

Director Printed Name

Check Number



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PROOF OF INTERVIEW FORM

PROSPECTIVE

RESIDENT NAME (S) _____ UNIT: _____

I / We hereby acknowledge that I/We have been interview by the screening committee of POINT EAST ONE CONDOMINIUM CORP., INC and all the Rules and Regulations pertaining to my/our residing in this Building have been explained to me/us and that I have been given a written copy of the Rules and Regulations.

I / We understand the Rules and Regulations and agree to abide by them.

(Signature)

(Signature)

(Print your Name)

(Print your Name)

(Unit Number)

(Date)

DIRECTORS NAME

DIRECTORS SIGNATURE



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VEHICLE AND PARKING RULES - RENT

- 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: _____

Date: _____

Resident Name: _____

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 9:00 A.M. TO 10:00 A.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.



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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 CONDOMINIUM'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)



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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.





POINT EAST ONE CONDOMINIUM CORPORATION, INC.

Telephone: 305 931 3960
Fax: 305 931 6892

2895 Point East Drive
Aventura, FL 33160

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

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.



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

1. APPLICABILITY:

Every Approved Resident shall comply with these Rules and Regulations as set forth herein and any and all Rules and Regulations which from time to time may be adopted. Failure of a Approved Resident or guest to comply shall be grounds for legal action which may include, without limitation, an action to recover sums due to damages, injunctive relief or any combination thereof.

2. CLUBHOUSE:

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

3. RECREATIONAL FACILITIES:

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

4. PARKING:

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

5. CLUBHOUSE POOL AREA:

- A. Use of the Swimming Pool and Pool areas is limited to Approved Resident.
- B. Use of Swimming Pool is limited from 7:00 a.m., to 9:00 p.m., and is at users' 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 accident or injuries.
- H. Towels are required to protect the pool deck and furniture from oils and lotions. Persons using oils and lotions must shower before entering the pool.
- I. Chaise lounges are not to be removed or taken from the pool deck area for use anywhere else.
- J. All individuals must be dry and wear a cover up and shoes before entering the Clubhouse.

6. GATEHOUSE:

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

7. DOCK RULES AND REGULATIONS:

- A. Only unit owners may apply for a Boat Slip. A Boat Slip may not be transferred from an owner to a tenant of any unit. A unit owner must file an Intent To Rent Boat Slip Application with Point East Council.
- B. All applicants filing and Intent to Rent Boat Slip Application are subject to interview and Approval by Point East Council.
- C. A unit owner who desires to rent a boat slip must provide a copy of a Florida Boat Registration and Insurance Policy to the Council, along with the application and such other information as the Council may reasonably require for consideration of the application. No application for renting a Boat Slip shall be considered complete until all the information/documentation requested by the Council has been received.
- D. The first month's rent and a Security Deposit equivalent to one month's rent is payable upon acceptance of the application for the rental of the dock space.
- E. If you do not have a boat at the time your name is called, you will have 90 days to purchase a boat. Rent is based on a boat length of 22 foot and is payable upon acceptance for a boat slip. After the boat is purchased, the rent will be adjusted according to the actual length of the boat. If you do not buy a boat, you will not be approved for a lease and only your security deposit will be returned.
- F. Gates to individual Boat Slips must be kept unlocked.
- G. Any Renter of a Boat Slip who is not current with the Boat Registration and Insurance will forfeit their Boat Slip.
- H. Liability Insurance in the amount of \$300,000 is required. Point East Council must be listed as additional insured on the policy.
- I. A vacant Slip will be offered first to current renters of boat slips who want to make a change based on their rental seniority.

**RULES AND REGULATIONS
POINT EAST COUNCIL PROPERTY CONTINUED
NOVEMBER 21, 2012**

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

8. UNIT OWNER COMPLAINTS AND REQUESTS:

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

ADDENDUM

9. POINT EAST ROOM CHARGES:

ANNE ACKERMAN ROOM	Point East Residents.....	\$ 60.00
	Non Residents.....	\$225.00
	Maximum People Allowed	83
COFFEE SHOP	Point East Residents.....	\$ 60.00
	Non Residents.....	\$225.00
	Maximum People Allowed	84
ROSE ROOM	Point East Residents.....	\$85.00
	Non Residents.....	\$400.00
	Maximum People Allowed	220

Room rentals are for a period of 4 hours.

ANY ADDITIONAL TIME WILL BE CHARGED AT \$25.00 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 \$35.00 if the room is not left clean.

As of Point East Council Meeting March 13, 2013



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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: _____



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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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An Over 55 Community
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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