



Frequently Asked Questions and Answers

As of April 18, 2019

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

A: The declaration must contain or provide for unit owners' voting rights (718.104(4)(l)). Full voting rights shall pass with the unit and membership in the association (718.106(2)(b)). Unless otherwise stated in the Florida Statutes or the association's working documents, 718.112(2)(b) controls quorum, proxy, and other voting rights issues. The owner(s) of each unit shall be entitled to cast one vote per unit in person or by proxy (see By-Law 3.5, and 3.6, and Articles of Incorporation 5.3).

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

A: A unit owner is entitled to exclusive possession of his or her unit, subject to the association's right to access (718.111(5)). A unit owner shall do nothing within the unit or on the common elements which would adversely affect the safety or soundness of the common elements or any portion of the association property (718.113(3)). The Declaration, section 17, and the Rules and Regulations specifies certain use restrictions, including occupancy, pet, sign, noise, and alteration restrictions.

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

A: The right to transfer shall pass with a unit to the extent authorized by the declaration (718.106(2)(b)) and a tenant shall have all use rights of unit owners generally. The association must approve all lease applications and leases. Owners shall be prohibited from leasing units for more than three separate terms within a one year period for a term from ninety days to twelve months. Declaration, article 17.8, Rules and Regulations, article 41-42, provide additional requirements.

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

A: The matter of collecting assessments shall be stated in the by-laws, shall not be collected less frequently than quarterly in an amount not less than that required to pay unpaid and anticipated operating expenses (718.112(2)(g)). The monthly assessment breakdown per unit type is as follows:

A= \$343.79; B= \$362.89; C= \$539.55; D= \$635.05; E= \$754.42

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

A: No

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

A: There are no rents or land use fees; however, common expenses include the expenses of the operation, maintenance, repair, replacement, or protection of common elements. The association's assessments shall be used as payment for the common expenses. See above for assessment amounts.

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

A: No

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