
FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

UPDATED AS OF February 12, 2016

Q: What are my voting rights in the condominium association?

A: One vote per unit. The Proposed Amended and Restated Declaration of Condominium, §5.0, Voting Rights; Ownership of Common Elements is the main point of reference in the document. It states:

- The voting rights of the owner of each unit shall be 1/101th (one voting interest per unit). The sharing of common expenses and ownership of common elements and common surplus shall be on a 1/101th basis.
- Bylaws §2.6, Indivisible Vote discusses further constraints on the one indivisible vote of each unit.

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

A: The Proposed Amended and Restated Declaration of Condominium §14.0, Use Restrictions is the main point of reference in the documents. Several key restrictions include (not a full list):

- A condominium unit shall be used only as a Single Family residence.
- Prior written approval of the Board is required for any structural additions or alterations to any Unit.
- Units and owners must conform to and abide by the Bylaws and the uniform rules and regulations in regard to the use of the Units
- There shall be no parking of any commercial vehicle or truck, motorcycle, boat, camper, or similar vehicle in any carport or other parking area overnight.
- No pets are permitted.
- No washer or dryer is allowed in the unit.

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

A: The Proposed Amended and Restated Declaration of Condominium §16.0, Leasing is the main point of reference in the documents. Several key restrictions include:

- It is not permitted to lease less than an entire Unit or lease an entire Unit for a period of less than seven (7) consecutive days. All seasonal or short term rentals are required to be registered with the office with assigned registration fee.
- The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent.
- Annual leases must be approved by the Board prior to the beginning of lease term;

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

A: The 2016 Assessments to the condominium association are \$1,800 quarterly for each of the 101 units in the condominium complex. Payments are due the first day of Jan., April, July, October and a late penalty fee of 5% is charged after the 15th day of the month due.

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: Membership in any other association is not required.

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.

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 additional annual obligation payments. In the event you wish to reserve the 2nd floor banquet room of the recreation building for the exclusive use of you and your guests, a rental fee will be charged. The current rental fee is \$75.00

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: None.

Q: What forms of ownership restrictions exist in the condominium documents?

A: The Proposed Amended and Restated Declaration of Condominium §17.1, Forms of Ownership defines the forms of ownership allowed by the condominium documents. Highlights include:

- A unit may be owned by one natural person, who has qualified and been approved.
- Co-ownership of units may be permitted. Permitted co-owners are husband and wife, immediate family members or two natural persons who customarily reside together as a single and housekeeping unit.
- A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance as provided in the document.
- §17.2, Approval by the Association also requires the approval of the Association is required for the transfer of ownership of units and must be obtained in accordance with the document

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