

**FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET**  
**VENTURA AT BELLA TRAE CONDOMINIUM ASSOCIATION, INC.**  
**(As of January 2019)**

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

**A:** An Association member is entitled to one vote for each Unit owned. Generally speaking, Unit Owners are entitled to vote for the election of Directors, certain reserve funding issues, waiver of certain financial reporting requirements, and amendments to the Declaration, Articles of Incorporation and Bylaws of the Association. Owners are entitled to vote in person or by limited proxy. The election of Directors is conducted at the annual meeting through a balloting procedure. **Owners more than 90 days delinquent in any monetary obligation to the Association can have their voting rights revoked.**

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

**A:** Article 13 of the Declaration of Condominium for Ventura at Bella Trae contains restrictions regarding signs, vehicles, storage areas, animals/pets, sound transmission/flooring, resale and leasing. The foregoing is only a listing of some of these restrictions. Additional restrictions may be found in the Declaration, the Master Declaration and the Rules and Regulations of the Association. All prospective buyers are urged to review the Condominium Documents carefully.

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

**A:** Assessments are due monthly on the 1<sup>st</sup> day of each month. For 2019, the Ventura at Bella Trae assessment is **\$340.03**. But also see Community Association and Master Association information below for additional assessments 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:** Yes, there is a Community Association known as Bella Trae Community Association, Inc. Assessments are due monthly on the 1<sup>st</sup> day of each month. For 2019, the monthly assessment is **\$228.00**. A member is entitled to one vote for each Unit owned. There is also a Master Association known as Championsgate Property Owners' Association, Inc. No separate assessments are due for the Master Association. A member is entitled to one vote for each Unit owned.

**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:** No.

**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.

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

**A:** Article XII, Section 12.5 through 12.5.10, of the Declaration: provides that no lease shall be made, nor shall any such attempted lease be valid unless the Association's prior written approval of such lease shall have been first obtained.

Also in accordance with Florida Statute 718.106 (4) which states in pertinent part:

(4) When a unit is leased, a tenant shall have all use rights in the association property and those common elements otherwise readily available for use generally by unit owners and the unit owner shall not have such rights except as a guest, unless such rights are waived in writing by the tenant. Nothing in this subsection shall interfere with the access rights of the unit owner as a landlord pursuant to chapter 83. The association shall have the right to adopt rules to prohibit dual usage by a unit owner and a tenant of association property and common elements otherwise readily available for use generally by unit owners.

**\*\*\*therefore when a unit is leased the owner of the unit will no longer have use of the common elements of the Association, including but not limited to; use of the club house, pool, tennis courts and other amenities within the Association. The tenant will continue to be able to use the same unless the owner is more than 90 days delinquent in any monetary obligation to the Association, in which case the tenants use rights may be suspended. The owner will continue to have ingress and egress rights to enter into the gates of the Association and use the road ways to access their unit\*\*\*\***

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