

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

MANDALAY AT BELLA TRAE CONDOMINIUM ASSOCIATION, INC.

As of January 1, 2019

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

A: Article I Section 7, of the Declaration and Section 2.5 (B) of the Bylaws grants each unit owner one (1) vote for each unit owned. In the event a unit is owned by one person, his or her right to vote is established by the recorded title to the unit. If a condominium unit is owned by more than one person, firm, corporation or other entity, the person entitled to cast the vote for the unit must be designed in a certificate, signed by all of the record owners of the unit and filed with the Secretary of the Association, including husband and wife.

Owners more than ninety (90) days delinquent can have their voting rights revoked by the Board of Directors.

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

A: Article XII Section 1 of the Declaration provides that each unit is restricted to residential use by the owner or owners thereof, their immediate families, guests, invitees and tenants.

Article XII Section 3 of the Declaration: No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

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******

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

A: The common expenses are assessed against each condominium unit owner as provided in Article VIII of the Declaration of Condominium:

Assessment amount for 2017/2018 - **\$372.00 per month**

Assessment amount for 2019 - **\$382.00 per month**

(see below regarding Master Association Assessments)

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 mandatory membership in the Master Association, known as **Bella Trae Community Association Inc.**

The Assessments to the Master Association are \$228.00 per month and are paid directly to the Master Association.

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?

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 \$100,000.00? If so, identify each such case.

A: No.