## FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

## VACATION VILLAGE CONDOMINIUM ASSOCIATION, INC.

## As of January 1, 2019

- **Q:** What are my voting rights in the condominium association?
- A: Article II, Section (3 and 4), 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 10.1 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 10.3 of the Declaration <u>Nuisance</u>: No nuisances shall be allowed upon the condominium property, nor any use or practice that is the souse of annoyance to residents or which interfered with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and a sanitary condition and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No condominium 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.

Article 10.4 of the Declaration <u>Lawful Use</u>: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

- **Q:** What restrictions exist in the condominium documents on the leasing of my unit?
- A: Article 10.5, <u>Leasing:</u> Each condominium unit owner shall have the right to lease condominium unit. Any lease in excess of a six (6) month period shall be submitted to the Condominium Association in writing for their approval. After approval by the Association, the condominium unit may be leased as herein provided, provided, however, the occupancy

is only be lessee and his family, its servants and guest. No rooms may be rented, no maids rooms may be rented except as a part of a condominium unit or to another unit owner, nor shall any lease of a condominium unit release or discharge the owners thereof of compliance with any of his obligations and duties as a condominium unit owners. All of the provisions of this Declaration, Articles of Incorporation, the By-Laws, and the Rules and Regulation of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a condominium a condominium unit owner, and a covenant upon the apart of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and the By-Laws, and designating the Association as the condominium unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of the violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

- **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 6 of the Declaration of Condominium:

Assessment amount for 2018 - A frame \$403.00 Villa \$320.00 Cable/Internet \$37.00 per month

Assessments due - Monthly

- **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?
- 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.