

SUNSET BAY MERRITT ISLAND CONDOMINIUM ASSOCIATION, INC

FAQ SHEET

(FREQUENTLY ASKED QUESTIONS AND ANSWERS)

January 2017

Q. What are my voting rights in the association?

A. The owner of each condominium unit shall be entitled to cast one (1) vote. Where more than one (1) person is listed on the deed, all owners of said unit shall, in writing, designate one of the individual owners to be entitled to cast the vote on behalf of all the owners of said condominium unit. (Refer to Section 5.2, of the Declaration of Condominium).

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

A. Each unit is restricted to residential use by the owner or owners, their immediate families and guests. Each studio and one-bedroom unit are restricted to no more than two (2) occupants and each two-bedroom unit is restricted to no more than four (4) occupants. (Refer to Section 17.1, of the Declaration of Condominium) Additional restrictions are contained in the Sunset Bay Condominium Association Rules and Regulations.

Q. What restrictions exist in the condominium documents regarding pets?

A. A maximum of **two (2) domesticated pets** may be maintained in a Unit provided that such pets are: (a) permitted to be so kept by applicable laws and regulations, (b) generally, not a nuisance to residents of other Units or of neighboring buildings and (c) not a breed considered to be dangerous or a nuisance by the Board of Directors (in its sole and absolute discretion); provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. Pets shall only be in the hallways of the Buildings used as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Buildings. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. Notwithstanding the foregoing, fish or caged domestic (household-type) birds may be kept in Units, provided that same do not become a nuisance to residents of other Units or of neighboring buildings. Reptiles, animals or other pets (other than domesticated dogs or cats, fish or caged domestic (household-type) birds, as aforesaid) shall not be permitted on the Condominium Property. Without limiting the generality of Section 18 hereof, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in Section 18.3 below) and/or to require any pet to be permanently removed from the Condominium Property.

Q. What restrictions exist in the condominiums documents on the leasing of my unit?

A. The minimum rental period shall not be less than NINETY (90) days and there shall be no more than four (4) lease(s) of a Unit in any calendar year. In connection with the leasing of a Unit, the Condominium Association may require the unit owner to place a security deposit with the Condominium Association to offset damages to the Common Elements caused by the tenant. Subleasing of units is prohibited. (Refer to Subsection 17.8 of the Declaration of Condominium)

Q. What restrictions exist in the condominium documents regarding renovations or additions to a unit?

A. The Sunset Bay board of directors must approve all renovations or additions (See Section 9.1 of the Declaration of Condominium)

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

A. The 2016 monthly maintenance assessments fees are based on square footage. Payment is due on the first of each month and becomes delinquent if not paid by the tenth (10th) of the month. A Late Fee charge of \$25.00 (twenty-five dollars) will be applied to past due payments, and a finance charge of 15% per annum is allowed on past due fees, per Section 13.3 of the Declaration of Condominium. Unit Breakdown for monthly assessments: A1-\$176.00; A2-\$177.00; A3-\$203.00; A4-\$224.00; A5-\$294.00; A5F-\$298.00; A5S-\$328.00; B1-\$399.00; B1S-\$448.00; B2-\$419.00; B2S-\$479.00; and B3-\$443.00.

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?

A. Sunset Bay Condominium Unit Owners are not required to be a member of any other 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 annually?

A. Sunset Bay Condominium Unit Owners are not required to pay rent or land use fees for recreational facilities. The Association has reserved the right to charge a unit owner a reasonable fee (and require a security deposit) when a unit owner wants to reserve exclusive use of a meeting or party room, if any.

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 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.