

Frequently Asked Questions & Answers

January 2019

This document is provided as a convenience to the public for quick reference to commonly asked questions. They are periodically and annually updated.

Q. What are my voting rights in the condominium Association?

A. Each unit is entitled to one vote on all matters of condominium business regarding which unit owner votes are authorized. Generally speaking, unit owners are entitled to vote for the election of Directors, the level of Reserve Funding, waiver of certain financial reporting requirements, and amendments to the Declaration of Condominium, Articles of Incorporation and By Laws of the Association. Under Florida law, votes on reserve funding, waiver of financial reporting requirements and document amendments may be conducted at the annual meeting of the Association, or at a special meeting. Owners are entitled to vote in person, or by limited proxy. The election of Directors is conducted at the annual meeting through a ballot procedure. As the election of Directors, each unit owner is entitled to cast one vote for the number of vacant seats.

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

A. Each condominium unit shall be occupied by only one family and its guests as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit, nor may the name of the condominium or the address be publicly advertised as the location of any business. "Rules and Regulations" were last updated on Nov. 13, 2018 by the Creciente Board of Directors and available at www.Creciente.com and at the Management Office.

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

A. The minimum lease or rental term is thirty (30) days or one month, whichever is less, and the maximum term is one (1) year. Only furnished units shall be available for lease. No subleasing or assignment of lease or rental rights by the lessee is allowed. No pets are allowed by renters or guests.

Q. How are my monthly assessments calculated?

A. State Statute requires the ownership of common elements must be based on the relationship of the square footage of a unit to the total square footage of all units OR on an equal fractional basis. This Association has always used the equal fractional basis. Therefore, regardless of the square footage of individual units, monthly assessments are equal to all unit owners.

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

A. Maintenance Fees are due monthly in the amount of \$640.00 per month, as of January 1, 2019. Payment is due on the first of each month. Payment is late if made after the tenth of the month, and subject to a \$25.00 late fee.

Q. Are there any special assessments due?

A. Currently there was levied and collected a special assessment for the 2017/2018 garage deck waterproofing / concrete restoration project. At this current time the Association does not have any Special Assessments planned to levy.

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.

Q. Does the law require me to give the association a key to my unit?

A. Chapter 718 and 719, Florida Statutes, do not specifically address the issue of providing keys to the association. However, the Association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair, or replacement of any common element or any portion of a unit to be maintained by the Association or as necessary to prevent damage to the common elements or to a unit.

Q. As an owner, while leasing my unit, do I have the same rights in using the common elements as a unit owner?

A. To prevent overtaxing the facilities, a unit owner whose unit is leased or rented may not use the recreation facilities during the lease term. Your tenant has all of your rights of the Association property and common elements. If you are an invited "guest" and accompanied by a Unit Owner or Tenant, you have all rights afforded to an Owner's guest.

Q. What maintenance issues are the responsibility of the Association?

A. The maintenance, repair and replacement of all common elements of Association property shall be performed by the Association, and the cost is a common element expense. For further content and clarification, please refer to the recorded Creciente Condominium Documents.

Q. As an owner, am I allowed to have a pet in my unit?

A. The owner of each unit may keep no more than one (1) pet of a normal domesticated type (such as a cat or dog) in the unit. Pets are not allowed in the pool or courtyard areas. No pets of any kind are permitted in leased units. Guests and tenants are not allowed to keep any pets. All pets must be registered in the Creciente office along with proof of vaccination and a photo.

Q. Does the Association provide a service for selling or leasing individual units?

A. The Management office DOES NOT provide any services for owners with regard to renting, leasing or selling of individual units. If an owner requires assistance to sell, rent or lease their unit, they are required to contact an outside professional agency.

Note: The statement contained herein are only summary in nature. A prospective purchaser should refer to all references, exhibits hereto, the sales contract and the condominium documents.