

CRECIENTE CONDOMINIUM ASSOCIATION, INC.
7150 ESTERO BOULEVARD
FT. MYERS BEACH FL 33931
(239) 463-9604

FREQUENTLY ASKED QUESTIONS & ANSWERS

This document is provided as a convenience to the public for quick reference to commonly asked questions. They are periodically 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 or 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 to 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 December 1, 2009 by the Creciente Board of Directors and available in the Management Office.

Q. WHAT RESTRICTIONS EXIST IN THE CONDOMINIUM DOCUMENTS ON 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.

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 \$550.00 per month, as of January 1, 2010. Payment is due on the first of each month. Payment is considered late if payment is made after the tenth of the month, at this time a \$25.00 late fee will be added.

Q. ARE THERE ANY SPECIAL ASSESSMENTS DUE?

A. None at this time

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. 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 of 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.

Common elements include, but are not limited to, exterior painting; roofing; maintaining portions of the condominium property exposed to the elements; all electrical conduit located **outside** the unit; and plumbing fixtures and installations located **outside** the unit.

If in connection with the discharge of its maintenance responsibilities, the Association must remove, disassemble or destroy portions of the Condominium Property which the unit owner is required to maintain, repair and replace, the Association shall be responsible for reinstallation or replacement of that item to its unfinished state. The association will not be responsible for reinstalling or replacing items including but not limited to floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, tile, etc.

Q. WHAT MAINTENANCE ISSUES ARE THE RESPONSIBILITY OF THE UNIT OWNER?

- A. Unit Owners are responsible for the maintenance, repair and replacement of all interior electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within or outside their unit and serving only that unit.

Unit Owners are also responsible for maintenance of screens and balcony enclosures. Decorations of such surfaces, including but not limited to paint, wallpapering, popcorn ceiling, paneling, floor coverings, wall coverings etc. are the responsibility of the unit owner.

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.

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 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.

Modified: May 1, 2008 (Special Assessment amount)

Modified: January 14, 2009 (Monthly Maintenance Amount; projected additional special assessment)

Modified: February 4, 2009 (Special Assessment overage amount)

Modified: February 9, 2010