

QUESTION AND ANSWER FORM REQUIRED BY F.S. 718

Chapter 718, Florida Statutes (par. (b) of subsection (1) and (2) of section 718.503) requires disclosure by sellers of information to buyers on resale of their condo units, including a copy of the Declaration of Condominium, the Articles of Incorporation, By-laws, and current rules, "as well as a copy of the questions and answers sheet provided for by F.S. 718.504" (entitled "FREQUENTLY ASKED QUESTIONS AND ANSWERS").

Condominium Associations are required to provide copies of these documents to resale purchasers on request. Its purpose is to assist buyers with relevant information on the state of matters, which bear on their contemplated purchase. Accordingly, here are the Questions and Answers for DaVinci on Douglas Condominium Association, Inc.

Q. What are my voting rights?

A. Each unit is entitled to one vote. One person, with respect to unit ownership, shall be designated to cast the unit's vote at meetings. Even if there is multiple ownership of a unit, only one designated person may vote.

Q. What restrictions exist as to my use of my unit?

A. The unit is to be used only as a private single-family residence. There are prohibitions on annoying conduct and the creation or continuance of a nuisance. Clean and sanitary conditions must be maintained, including the orderly disposal of refuse. Rules for pool use must be observed. Maintaining fire hazards is prohibited. Use of common elements is confined to unit owners, families of unit owners, lawful renters and their families, and guests of renters accompanied by owner and renter.

There are restrictions on types of vehicles on the grounds. Parking rules and speed limits apply. There are restrictions on the use of terraces, windows, and storage areas. Pet restrictions also apply. No unit may have pets weighing more than fifty (50) pounds in the aggregate. All are outlined in the documents, by-laws, rules and regulation. Leases and re-sales are subject to Association review and approval.

Q. May I lease my unit to a renter?

A. No lease of a unit may be made for less than a six (6) month consecutive period and no transient accommodations shall be provided. Present rules require a signed lease containing a "third party addendum." A fee of \$100.00 must be received before reviewing takes place, and at all time a security deposit of a reasonable sum, not to exceed the equivalent of one (1) month's rent must be left with the Association for common areas.

Q. What is the current monthly maintenance fee? How are assessments handled?

A. Check with management for current fees. Regular assessments are due monthly on the FIRST of each month. These maintenance fees are based on the size of the unit, as stated in Condo Docs, and approved by the Board of Directors at the annual budget meeting. Special assessments may be needed, as necessitated by shortfall or deficiency of budgeted amount, or by a requirement for major repairs/projects. These, too, are based on size of unit.

Q. Is there any other association beyond my unit to which I must belong, or for which I contribute a fee?

A. No

Q. Is there a land lease or recreation area lease for which a fee is charged?

A. No

Q. Is the Association involved in any litigation of which I should be aware?

A. Not at the present time.

PLEASE NOTE! This is a brief summary of information provided by the Association. Any prospective purchaser should examine, or have examined, the Declaration of Condominium, the Articles of Incorporation, the By-laws and the Rules for specific information before finalizing the purchase. A representative of the Association may also be helpful in providing additional information.

Last updated 1/1/2023