

BRICKELL KEY ONE CONDOMINIUM ASSOCIATION, INC.
&
BRICKELL KEY SECTION ONE HOMEOWNERS ASSOCIATION, INC.

520 Brickell Key Drive
Miami, Florida 33131
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FREQUENTLY ASKED QUESTIONS AND ANSWER SHEET

Q: What documents are required prior to taking possession and/or moving into a Unit by the Brickell Key One Condominium Association?

A: Each Unit Owner must present a legible copy of the “**Settlement Statement**” and the “**Warranty Deed**” before taking possession of a unit, receiving access devices and/or moving into a unit.

Q: What are my voting rights in the condominium association?

A: Each Unit Owner shall be entitled to one (1) vote in Condominium Association matters to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association.

Q: What restrictions exist on my right to use my unit?

A: **Occupancy.** Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons’ families and guests:

1. The individual Unit Owner.
2. An officer, director, stockholder or employee of such corporation.
3. A partner or employee of such partnership.
4. The fiduciary or beneficiary of such fiduciary.

Permitted occupants under an approved lease of the Unit:

Occupants of an approved leased Unit must be the following persons and such persons’ families: (a) an individual lessee. (b) An officer, director, stockholder or employee of a corporate lessee. (c) A partner or employee of a partnership lessee. (d) A fiduciary or beneficiary lessee. Under no circumstances may more than one family reside in a Unit at one time. “Families” or words of similar import used herein shall be deemed to include spouses, parents, parents-in-laws, brothers, sisters, children and grandchildren. In no event shall occupancy (except for temporary occupancy by visiting guests), exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like), except that two (2) persons shall be permitted to reside in

a Cabana. The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above

Q: What restrictions exist on the leasing of my unit?

A: **Leases.** No portion of a Residential Unit (other than an entire unit) may be rented. All leases of Residential Units shall be on forms approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this declaration, the articles of incorporation and By-Laws of the Association, applicable rules and regulations, the Covenants or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association or the Homeowners or Master Association. Leasing of residential Units shall also be subject to the prior written approval of the Association and the Association may reject the leasing of any Unit on any grounds the Association elects. No lease of Residential Units shall be approved for a term less than six (6) months. Residential Unit Owners wishing to lease their Units shall be required to place in escrow with the Association a sum to be determined from time to time by the Association which may be used by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). All Unit Owners (including Commercial Unit Owners) will be jointly and severally liable with their tenants to the Association for any amount, which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. With respect to Residential Unit leases, any balance remaining in the escrow account, less an administrative charge to be determined from time to time by the Association, shall be returned to the Unit Owner within ninety (90) days upon written request after the tenant and all subsequent tenants permanently move out.

Q: What does the Brickell Key Master Association do and where are they located?

A: The **Brickell Key Master Association** maintains the Common Property on the island. Their office is located at 501 Brickell Key Drive, Suite 601, Miami, Florida 33131. Phone: 305-358-9892

Q: Who notifies the Brickell Key Master Association when a Unit is sold?

A: It is the responsibility of the new **UNIT OWNER** to contact the **Brickell Key Master Association** to inquire what documents are required and what the procedure is to fully notify the **Brickell Key Master Association** of their purchase.

Q: Is the condominium association or the homeowners 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