

# Punta Rassa Condominium Association, Inc.

## Frequently Asked Questions and Answers

As of January 1, 2023

### **Q. What are my voting rights in the Condominium Association?**

A. Each unit is entitled to one (1) vote. Please refer to Article 2 of the By-Laws of Punta Rassa Condominium Association, Inc. Section 1.29 and 1.30 of the Declaration of Condominium for Punta Rassa Condominium Association, Inc. for the specifics of the unit owners voting rights.

### **Q. What restrictions exist in the Condominium Documents on my right to use my unit?**

A. Articles 9.3 and 9.6 of the Declaration of Condominium for each of Phases I, II, III, and IV of the Association imposes numerous requirements and restrictions concerning the modification and alteration of a condominium unit within Punta Rassa. As stated, "No owner shall make or permit the making of any structural modifications or alterations in a unit without first obtaining the written consent of the Association Manager." In addition to the restrictions and requirements imposed by the governing documents, please be advised that any modifications or alterations to a unit must comply with, in addition to all requirements under the governing documents, all permitting, inspection, and contracting requirements imposed by local, state and federal law. Failure to comply with any of these restrictions will subject you to fines, not only from the Association but also from Florida's county and/or state. For example, if you attempt to do anything that requires a permit such as replacing windows, making any structural alteration, plumbing alteration, or electrical alteration, your failure to hire a licensed contractor or inability to obtain the prior written consent of the Association Manager shall subject you to fines and penalties. Failure to hire a licensed contractor may limit your ability to seek recovery against the contractor under Florida laws and regulations.

### **Q. What restrictions exist in the Condominium Documents on the leasing of my unit?**

A. All leases shall be for a minimum period of thirty (30) consecutive days or one calendar month, whichever is less, and for a maximum period of one (1) year. Notwithstanding the foregoing, upon compliance with all of the terms and conditions of Section 15 of the Declaration and prior approval from the Board of Directors, including submission of a written lease on the form promulgated by the Board of Directors, a unit owner may lease his or her unit for seven (7) consecutive days. However, no unit may be rented for seven (7) days more than once in a thirty (30) day period.

Restrictions on a Unit Owner's right to lease his unit can be found in Section 15 of the Declaration.

### **Q. How much are my assessments to the Condominium Association for my unit, and when are they due?**

A. Each Unit Owner shall be liable for assessments under Article 8.3 of the By-Laws.

15010 Punta Rassa Road – Building 1 - \$2,489.25 per quarter for each unit;

15021 Punta Rassa Road – Building 2 - \$2,497.00 per quarter for each unit;

15011 Punta Rassa Road – Building 3 - \$1,964.75 per quarter for each unit; and

15031 Punta Rassa Road – Building 4 - \$2,248.50 per quarter for each unit.

**Payments are due on the first day of January, April, July, and October.**

### **Q. Am I required to pay rent or land use fees for recreational or other commonly used amenities? If so, how much am I obligated to pay annually?**

A. There are no recreational or other commonly used amenities available to members of the Association for rent or land use fees to be paid.

**THESE 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.**

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**Q. Is the Condominium Association involved in any court cases in which it may face liability above \$100,000? If so, identify each such case.**

A. As of this document's date, there is no pending or expected litigation involving potential liability above \$100,000 in which the Association is involved. Also, there are no unsatisfied judgments above \$100,000 against such entities.

**Q. Does the Association provide Flood Insurance for my building?**

A. Flood Insurance is mandatory in the state of Florida. It is costly, and the Board of Directors has chosen to ensure 80% of the appraised value as provided by law. Some mortgage companies may require 100% of value depending on the outstanding balance of your mortgage. If you need gap insurance, we suggest you contact the Associations insurance agent for a quote - Ameriflood (800) 263-7435.

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