

FREQUENTLY ASKED QUESTIONS AND ANSWERS

LUMIÈRE CONDOMINIUM ASSOCIATION, INC.

As of: October 23, 2023

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

A. The Owner(s) of each Unit shall be entitled to one (1) vote on each issue which comes before the Condominium Association requiring Unit Owner approval. Refer to Section 6.3 of the Articles. If a Unit is owned by more than one person or by an entity (i.e., a corporation, partnership or trust), the Unit Owner shall file with the Association a voting certificate designating the person entitled to vote for the Unit. The designation made by voting certificate may be changed at any time by the owner(s) of the Unit. Unit Owners should be aware that most day to day decisions of the Association are made by the Board of Directors (and do not require a vote of Unit Owners). The Developer has the right to retain control of the Condominium Association after a majority of the Units have been sold. The Directors of the Condominium Association designated by the Developer will be replaced by Directors elected by Unit Owners other than the Developer in accordance with the applicable provisions of the Florida Condominium Act, Section 718.301, Florida Statutes, and Section 4.15 of the By-Laws. Please refer to Section 5.2 of the Declaration and Section 3.6 of the Bylaws for further details.

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

A. The Condominium documents establish certain restrictions on the permitted uses of Units. Units may be used for residential purposes with home office permitted, all in accordance with, and only to the extent permitted by, applicable County, State and Federal codes, ordinances and regulations. Various restrictions exist regarding the Units including, but not limited to, restrictions regarding changes and alterations to the Units, pets, mitigation or dampness and humidity, installation of floor coverings and other alterations. Please refer to Section 17 of the Declaration for further information.

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

A. No portion of a Unit (other than the entire Unit) may be leased. Leasing of Units shall be subject to the prior written approval of the Association. Each lease shall be in writing and shall specifically 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 or By-Laws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. An Owner shall have no right to lease his or her Unit if, at the commencement of the lease, the Owner is delinquent in the payment of Assessments to the Association or has an outstanding fine. No lease of a Unit shall be for a period of less than seven (7) months. Please refer to Section 17.8 of the Declaration for additional restrictions and further details.

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

A. Each Unit is assessed a portion of the overall estimated operating expenses of the Condominium Association and of the Common Expenses (as set forth on Exhibit "3" of the Declaration) which portions were determined based upon the relative size of the particular unit in proportion to the size of the other Units in the Condominium. Condominium Assessments per Unit (with reserves) are set forth on the Estimated Operating Budget and range from \$2,873.00 per month (\$34,480.00 per year) to \$4,885.00 per month (\$46,516.00 per year). In accordance with Section 13.9 of the Declaration and Section 12.2 of the Bylaws, Assessments are payable monthly and due on the first day of each month.

Q. Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A. You are not obligated to join any other association other than the Condominium Association.

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

A. The Unit Owners are not obligated to pay rent or land use fees for recreational and other commonly used facilities. All of the expenses related to the operation, repair and replacement of recreational and other commonly used facilities are part of the Common Expenses of the Condominium Association and are paid for by Unit Owners through Assessments.

Q. Is the condominium association or any 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. The Condominium Association is not presently a party to any litigation.

The foregoing is provided in accordance with Section 718.503, Florida Statutes, as a guide to some of the matters that are of interest to purchasers when buying a condominium unit. This is not, however, intended to present a complete summary of all of the provisions of the various condominium documents.

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.