

Turtlegrass Villas Association, Inc.

Frequently Asked Questions (as of 1/1/25)

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

From the Declaration of Condominium, Article V: "There shall be one person with respect to each unit ownership, who shall be entitled to vote at any meeting of the unit owners—such person to be known (and is hereinafter referred to) as a "voting member." If a unit is owned by more than one person, the owners of said unit shall designate one of them as the voting member, or in the case of a corporate unit owner, an officer or an employee thereof shall be the voting member. The designation of the voting member shall be made as provided by, and subject to, the provisions and restrictions set forth in the By-Laws of the Association, the total number of votes shall be equal to the total number of units in the Condominium, and each condominium unit shall have no more and no less than one equal vote in the Association. If one individual owns two condominium parcels, he shall have two votes. The vote of a condominium unit is not divisible.

Unit ownership, for the purposes of voting rights, is defined as ownership in fee title; however, should a person acquire the unexpired term on a Ninety-nine Year Leasehold interest in and to a unit, said Lessee shall be entitled to the voting rights for said unit until the expiration of said Lease."

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

From the Declaration of Condominium, Article XIII: "The owner of a unit shall occupy and use his apartment as a single family private dwelling for himself and the members of his family, his social guests, his lessees as provided for in this Declaration, and for no other purpose. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners, or annoy them by unreasonable noises, or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.

No animals or pets of any kind shall be kept in any unit, or on any property of the condominium, except with the written consent of the Board of Directors and thereafter, under the Rules and Regulations adopted by the Board, provided that they are not kept, bred or maintained for any commercial purpose, and further, provided that such pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the property subject to these restrictions, upon three days written notice from the Board.

The unit owner shall not cause anything to be hung, displayed or placed on the exterior walls, doors or windows of the building, without the prior written consent of the Board of Directors of the Association. No clothes line or similar device shall be allowed on any portion of the condominium property by any person, firm or corporation without the written consent of the Board of Directors.

No person shall use the common elements or any part thereof, or a condominium unit or the condominium property, or any part thereof, in any manner contrary to or not in accordance with such rules and regulations pertaining thereto, as from time to time may be promulgated by the Association.

The initial Rules and Regulations are captioned "Building Rules and Regulation," and are as set forth in the By-Laws of the Association, which are annexed hereto as "Exhibit 2." The said Building Rules and Regulations shall be deemed effective until amended, as provided in the By-Laws."

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

Quoting from the last paragraph of Article XI, Section A of the Declaration of Condominium: "Nothing herein shall be construed as prohibiting the lease or sub-lease of a unit for a period of 364 days or less without notice to the Directors of the Association."

Please refer to Declaration of Condominium, Article XI, Section A. Sale or Rental of Units for provisions relating to leases in excess of 364 days.

Quoting from the Declaration of Condominium that was amended on March 2, 2023 added a new Section C to Article XI which reads:

"Unit owners are prohibited from renting their respective condominium parcel for a term of less than thirty (30) days. Unit owners are further prohibited from listing their respective condominium parcel for rent on the open market for a term less than thirty (30) days through any social media platform, third party listing website, property management company or any other form of publication. However, unit owners shall be able to rent their respective condominium parcel to family and friends."

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

Unit A	\$1,963.91 per quarter
Unit B	\$2,217.04 per quarter
Unit C	\$2,542.18 per quarter
Unit D	\$2,273.78 per quarter
Unit E	\$2,062.11 per quarter

Assessments are due on the 1st day of the quarter (January 1st, April 1st, July 1st, October 1st) and are considered delinquent 15 days from due date.

5. 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?

From the Declaration of Condominium Article XVII, Paragraph T: "Each member of the operating entity as provided for in Article IX hereof shall also be a member of the Bay Point

Improvement Association, Inc., a Florida non-profit corporation....” (Currently known as Bay Point Community Association)

Contact Bay Point Community Association, Inc. for voting rights and assessment information.

6. 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?

The Association does not have any recreational or commonly used facilities except for boating docks that have no assigned spaces and are available for use by any Turtlegrass unit owner on a first-come, first-served basis. There is no fee to use the docks.

7. 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.

Bay Point Turtlegrass Villas currently is not involved in any court cases. Contact Bay Point Community Association, Inc. for information regarding their legal status.

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.