

**Studio Villas II Association, Inc.**  
**dba Legend Villas**

**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.”

From the Restatement of the By-Laws dated 7/1/93: “9. Member’s Vote. At any meeting of the members, the owner or owners of each unit shall be entitled to cast one (1) vote for the unit. An owner holding title to more than one (1) unit shall be entitled to cast one (1) vote for each unit.”

**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 Article XI, Section A of the Declaration of Condominium as amended: “Unit owners are prohibited from renting their condominium unit to third parties for more than five (5) periods each year. Unit owners are further prohibited from listing their respective condominium parcel for rent on the open market for more than five (5) periods on the open market through social media platforms, third party listing websites, property management companies, or any other form of publication. However, unit owners may have their unit occupied by family and friends for unlimited periods so long as no rental fee is charge.”

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

\$1,400.00 per quarter for all units

Assessments are due on the 1<sup>st</sup> day of the quarter (January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup>, October 1<sup>st</sup>) and are considered delinquent 25 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, therefore, there are no land use fees.

**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 Studio Villas II 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.**