

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

THE CRESCENT AT MIRAMAR BEACH  
CONDOMINIUM OWNERS ASSOCIATION, INC.

**As of: January 2022**

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

A: Article VI of the Declaration of Condominium for The Crescent at Miramar Beach states that on all matters upon which the membership shall be entitled to vote, each member shall be entitled to one vote for each unit owned. If the unit is owned by one person, or jointly by a husband and wife, his/their right to vote shall be established by the record title to his/their unit. If a unit is owned by more than one person, other than a husband and wife, jointly, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the record owners of the unit and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate signed by the President or Vice-President of the corporation and filed with the Secretary of the Association. In addition votes may be cast in person or by proxy. Paragraph eleven of the By-laws sets forth the particulars of voting by proxy.

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

A: Article XII of the Declaration of Condominium provides numerous use restrictions which are set forth as follows:

1. Each unit is restricted to residential and rental use only, subletting is not allowed.
2. Use of the common elements and limited common elements shall be subject to such rules and regulations as may be prescribed and established in the Condominium Documents governing such use.
3. No immoral, improper, offensive or unlawful use shall be made of any unit or of the common property. All laws, zoning ordinances and regulations of all governmental authorities having jurisdiction over the Condominium shall be observed.
4. Nothing shall be done or kept in any unit or in the common property, which will increase the cost of insurance paid by the Association, without the prior written consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common property which will result in the cancellation of insurance in the Condominium property or contents thereof. No wasting of Condominium property will be permitted.
5. No nuisance shall be allowed upon the Condominium property, nor shall any use or practice be allowed which is an unreasonable source of annoyance to unit owners or which interferes with the peaceful and proper use of the Condominium property by any unit owner. No repairs allowed on Sunday and no repairs allowed within a unit before 9:00 a.m. or after 5:00 p.m. on Monday to Friday and before 10 a.m. on Saturday.

6. Unit owners shall have full right to keep domestic pets in their units; however, said pets shall always be controlled and properly attended to by Owners in accordance with the Rules and Regulations promulgated by the Association so as not to be a nuisance to other Owners or their guests. **With a Resolution adopted on September 11, 2017, the Association prohibits renters and guests of renters from bringing any pets on to the Condominium Property.**

7. In order to preserve the residential character of the Condominium, no business, trade or profession of any type whatsoever shall be conducted from within any unit in the Condominium without the prior written consent of the Association. The Association shall possess the additional authority to promulgate reasonable rules and regulations governing the manner, method and to what degree said uses may be permitted, and further, shall have the power to revoke the granting of such permitted uses, when in the Association's sole discretion, the use in question has become excessive and/or violates the original character of the Condominium.

8. In order to preserve the aesthetic qualities of the Condominium, all fabric and materials used as draperies or other window treatment located within the interior of any unit which can be viewed from the exterior of the unit through the windows thereof from any heights or locations shall be of a nature which is not visually offensive.

9. The Association has the irrevocable right of access to each unit during reasonable hours when necessary for the maintenance, repair or replacement of any common elements or of any portion of a unit to be maintained by the Association pursuant to the Declaration or at any time as necessary to prevent damage to the common elements or to a unit or units. The Owner of each unit shall deposit a key with the Association for the purpose of implementing this paragraph.

10. Whenever it shall be necessary to enter any unit for the purpose of performing any maintenance, alteration or repair to any portion of the common elements, the Owner of each unit shall permit the duly constituted and authorized agent of the Association, to enter such unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

11. No Owner of a unit shall permit any structural modification or alteration to be made within such unit without first obtaining the written consent of the Association which consent may be withheld in the event that a majority of the Board of Directors of said Association determines, in its sole discretion, that such structural modifications or alterations would affect or in any manner endanger the Condominium in part or in its entirety. If the modifications or alteration desired by the Owner of any unit involves the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as the removal thereof would be in no manner an interference with the providing of utility services constituting common property located therein.

12. The Association shall not have the right to make or cause to be made such alterations or improvements to the common property which would prejudice the rights of the Owner of any unit. The making of all alterations and improvements must be approved by the Board of Directors of the Association, and the cost of such alterations or improvement shall become a common expense.

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

A: The assessments are due in equal monthly installments on the first day of the month during the year for which the assessments are made. The amount due is: see attached schedule, and this amount is adjusted yearly in accordance with the annual budget. In addition, the Association, pursuant to its authority, may levy emergency assessments as needed based upon a majority vote of the voting interests concerned, as set forth in paragraph thirty-eight of the by-laws.

**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: As a member of the Condominium Association each unit owner is automatically a member of the MIRAMAR BEACH MASTER ASSOCIATION, INC. This Association takes into account numerous properties that comprise a “planned unit development” consisting of a common plan of development by a single developer. Said membership is set forth in Article II of the master association’s covenants, codes and restrictions. Your condominium association’s board of directors shall have representatives on the master association board of directors and those board members shall vote in a representative capacity for the Association at large. There are no assessments charged to the unit owner for membership in the master 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: Currently, no member of The Crescent Condominium Owners Association, Inc. is required to pay assessment for the use of recreational common elements or for land usage aside from the annual assessment required at regular intervals along with any emergency assessments approved as required for the proper operation of the Condominium

**Q: 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?**

A: The condominium association is not involved in any litigation of this magnitude, nor is any litigation of such magnitude anticipated.

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.