

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

The Berkeley Condominium Association, Inc.

As of July 30, 2024

Name of Condominium Association

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

A: Each unit is assigned one (1) vote on matters put before the unit owners, which is cast by the unit owner or voting member in accordance with the Declaration of Condominium ("Declaration"). A unit's vote is not divisible. Section VIII of the Declaration and Article II of the Bylaws set forth in detail the unit owners' voting rights in the Association. Berkeley's Declaration, Articles of Incorporation, Bylaws and Rules and Regulations can be viewed on Berkeley's website at <https://www.berkeleycondominium.org>.

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

A: Section XV of the Declaration and Berkeley's current Rules and Regulations set forth certain restrictions on the use of the units and common elements. Such restrictions include, but are not limited to, the following: (1) units cannot be subleased or sublet, either partially or totally; (2) the units cannot be leased until at least one year from the date of purchase; (3) with the exception of fish, a unit owner may keep one (1) pet, limited to cats and birds; (4) no unit owner shall commit or allow to be committed a nuisance on the condominium property; and (5) no improper, offensive or illegal use may be made of any unit or common element.

Q: What restrictions exist in the condominium document on the leasing of my unit?

A: Only entire units may be leased, and no individual rooms may be rented. Subleasing of units is prohibited. The minimum lease term is six (6) months. Units cannot be leased until at least one year from the date of purchase. Section XV (FF) of the Declaration and Berkeley's Rules and Regulations set forth in more detail the restrictions on leasing of units. Leases must be approved in advance by the Association.

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

A: 1 Bd/1 Bth - \$382.57 -- 2 Bd/1 Bth - \$515.64 -- 2 Bd/1.5 Bth - \$598.82. The monthly general maintenance fee is due on the first of the month. A late fee of \$25 and 18% interest are assessed if the monthly maintenance is not received by the 10th 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: No.

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: No.

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? If so, identify each such case.

A: No.

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.