

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

CAYA COSTA COMMUNITY ASSOCIATION, INC. as of February 4, 2025

Q. What are my voting rights in the association?

- A. The members of Caya Costa Community Association, Inc. (the “Association”) shall be entitled to cast one (1) vote for each lot owned by them. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record owners of the Lot according to the roster of Owners and filed with the Secretary of the Association.

Q. What restrictions exist in the Association’s governing documents on my right to use my lot?

- A. The use restrictions are contained in the Master Declaration of Covenants and Restrictions for Caya Costa, originally recorded at O.R. Book 5785, Page 219 of the Public Records of Pinellas County, Florida, as amended (the “Master Declaration”). There are additional use restrictions contained in the Rules and Regulations of Caya Costa Community Association, Inc., which were recorded at O.R. Book 21499, Page 145 of the Public Records of Pinellas County, Florida (the “Rules and Regulations”). A copy of the Rules and Regulations are attached hereto as **Exhibit “A”**.

Q. What restrictions exist in the Association’s governing documents on the leasing of my Lot?

- A. Prior to the lease of any Lot, Owners must submit a completed leasing application, an application fee, and a copy of the applicant’s driver’s license to the Association and obtain the Association’s prior written approval. The Association has the right to require that a substantially uniform form of lease be used. All leases shall be on forms approved by the Association and shall provide that the Association has the right to terminate the lease upon default by tenant in observing any of the Association’s governing documents. Subleases are prohibited. No Lot may be leased more than twice in any calendar year; and no lease shall be approved for a term less than seven months. The lease restrictions are contained in Article IX, Section 10 of the Master Declaration and Article 20 of the Rules and Regulations.

Q. How much are my assessments to the Association for my lot type and when are they due?

- A. Annual assessments are due monthly and on the first day of the month. Please refer to the 2025 budget.

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. There is no rent or land use fee.

Q. Is the 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. The Association is involved in one lawsuit, which is summarized below:

Michelle Larkin v. Caya Costa Community Association, Inc., Case No. 24-002676-CI, pending in the Circuit Court in and for Pinellas County, Civil Division. On June 14, 2024, the owner filed a lawsuit against the Association for injunctive relief and for damages pertaining to the Association's alleged failure to repair/replace the western wall at the owner's townhome. The owner is seeking entry of an injunction requiring the Association to repair and/or replace the entire western wall of the townhome and is also seeking an award of damages for the interior portions of the townhome that sustained water and mold damage. An attorney has been retained by the Association's insurance carrier to defend the Association in the lawsuit. The parties have been in settlement discussions for over a year. We are hopeful a settlement will eventually be reached. However, the Association is prepared to defend its interests if the case proceeds to trial. The Association is confident that a favorable resolution will ultimately be reached in this matter. We do not see any significant exposure to the Association or its individual owners in this lawsuit or in any other matters.

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

EXHIBIT "A"

RULES AND REGULATIONS