

FREQUENTLY ASKED QUESTIONS
DELKUS TOWERS CONDOMINIUM ASSOCIATION, INC.

1. Q: What are my voting rights in the Condominium Association?

A: Per Article IV of the Declaration of Condominium, and Article IV of the Bylaws, all units are entitled to cast one vote per each unit owned. A Certificate of voting representative is required designating the voting member for each unit owned as follows:

- (1) Unit owned by John Doe and his brother, Jim Doe. Voting Certificate required designating either John or Jim as the Voting Representative (NOT A THIRD PERSON)
- (2) Unit owned by Overseas, Inc., a corporation. Voting Certificate must be filed designating an officer or employee entitled to vote, signed by President or Vice-President of the Corporation and attested by Secretary or Assistant Secretary of the Corporation.
- (3) Unit owned by John Smith alone. NO VOTING CERTIFICATE REQUIRED.
- (4) Unit owned by Mr. John and Mrs. Mary Smith, husband and wife. Voting Certificate required designating either John or Mary as the Voting Representative (NOT A THIRD PERSON).

Proxies are permitted.

2. Q: What restrictions exist in the condominium documents on my rights to use the unit?

A: Article VII, Section J of the Declaration of Condominium provides in part, "Use of the condominium property shall be restricted and be in accordance with the following provisions:"

1. Owner(s) shall occupy and use the condominium parcel as a private dwelling for himself and members of his family and social guests.
Units owned by a corporation shall be occupied by stockholders, officers, and directors as approved by the Board of Administration.
2. No immoral, improper, offensive or unlawful use of the Unit or any of the Common Elements.
3. Unit Owner shall not permit anything to be done which will increase rate of insurance or interfere with the rights of other unit owners, nor permit any nuisance, immoral or illegal act.
4. Pets are limited to 15 lbs. when fully grown in accordance with Rules and Regulations. Cats must remain indoors.
5. No clotheslines permitted.
6. No items may be attached or hung on common areas
7. The Rules and Regulations must be followed as amended from time to time.
8. Any business conducted within the Unit must be approved by the Association.
9. Balconies may not be enclosed or altered without written approval from the Association.
10. Exterior shutters must be approved.

Subleasing is not permitted.

Owners may not lease their units for less than 6 months, per the Association's Declaration of Condominium and no less than six months and one day per the City of Beach Ordinances, pursuant to the Resiliency Code (7.5.4.13(d)(E)) and Resiliency Code (7.5.4.11(a)).

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

A: Owners may not lease their units for less than 6 months, per Article IX of the Association's Bylaws and no less than six months and one day per the City of Beach Ordinances, pursuant to the Resiliency Code (7.5.4.13(d)(E)) and Resiliency Code (7.5.4.11(a)). Violation of the City of Miami Beach Ordinances includes fines issued by the City etc.

Article VII, Section F of the Declaration of Condominium provides in part,

- Before any transfer is approved, the Association must be informed of the terms and conditions of the sale and the Association retains the Right of First Refusal.
- All prospective tenants must fill out an application for occupancy and be interviewed before moving into the unit.
- Subleasing is not permitted.
- All guests, including family members, must be registered with the Association Office.

4. Q: Do I have to be a member of another 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 – N/A

Q: How much are maintenance assessments on my unit type and when are they due?

A: Maintenance is due on the 1st of the month. Article VII, Section C Par. 2 of the Declaration provide that delinquent Assessment shall bear interest at 15% per annum until paid in full.

Article III, Section 7 Paragraph B of the Declaration of Condominium states in part:

“B. The common expenses pf the Condominium shall be shared by the Unit Owners as specified and set forth in Exhibit “C”...”

<u>Unit Number</u>	<u>Percentage Ownership</u>	<u>Monthly Maintenance</u>
201, 301, 401, 501, 601	2.83920%	\$ 690.00
202, 302, 402, 502, 602	2.96930%	\$ 721.00
203, 303, 403, 503	3.05780%	\$ 743.00
204, 304, 404, 504	3.30690%	\$ 803.00
205, 305, 405, 505	3.09660%	\$ 752.00
206, 306, 406, 506	3.34010%	\$ 811.00
207, 307, 407, 507	3.16020%	\$ 768.00
603	3.50010%	\$ 850.00
607	3.61100%	\$ 877.00

6. 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

7. Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability more than \$100,000.00? If so, identify each such case.

A: NO

THE STATEMENTS CONTAINED HEREIN ARE SUMMARY IN NATURE. PLEASE REFER TO THE ASSOCIATION'S GOVERNING DOCUMENTS, DECLARATION OF CONDOMINIUM, BY-LAWS, ARTICLES OF INCORPORATION, AND RULES AND REGULATIONS, AS MAY BE AMENDED FROM TIME TO TIME. PLEASE REFER TO CITY OF MIAMI BEACH ORDINANCES AS PERTAINS TO PROPERTY USE AND LEASING.

Revised: January 2026