

TUSCANY GARDENS CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

1. **OBSTRUCTIONS**: The sidewalks, entrances, passages, lobbies and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any cart, bicycles, carriages, chairs, tables, clothing shoes or any other objects be stored therein, except in areas (if any) designated for such purposes.
2. **PERSONAL PROPERTY**: The personal property of Unit Owners and occupants must be stored in their respective Units.
3. **BALCONIES AND TERRACES**: No articles other than patio-type furniture shall be placed on the balconies, patios, terraces or lanais or other Common Elements or Limited Common Elements. No linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property.
4. **CLEANLINESS**: No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property and dirt or other substance onto any of the balconies, patios, terraces and/or lanais or elsewhere in the Building or upon the Common Elements. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants and invitees when within the Condominium Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.
5. **TRASH DISPOSAL**: No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling or disposal of such material shall be kept in a clean and sanitary condition.
6. **STAFF PERSONNEL**: Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. **INOPERABLE VEHICLES**: No repair of vehicles shall be made on the Condominium Property and no inoperable vehicles shall be permitted on the Condominium Property.
8. **VEHICLE DECALS AND PASSES**: All residents will receive a car sticker. One for the one (1) bedroom units and two (2) for the two (2) bedroom units and two (2) for the three (3) bedroom units. At the moment of collecting the sticker, renters will need to present a copy of the leasing contract. All residents will need to provide vehicle information and driver's license. If you are receiving guests for several days a special pass should be requested at the office and displayed on the dashboard. Depending on parking space availability, a list will be established for those who need more car stickers and this list will be presented to the Board of Directors for further decision.
9. **UNAUTHORIZED VEHICLES**: Boats, trailers (open and closed), work trailers, sea doo trailers, recreational vehicles, motor homes are restricted from parking on Tuscan Gardens Condo Association Property. No commercial enterprises/vehicles are allowed on Tuscan Gardens Grounds at any time unless the company is performing a job for the Association or resident. No commercial vehicles including vans, trucks or cars with advertising or ladders shall be parked overnight.

10. TOWING: The whole Property will be a towing zone and three (3) signs will be installed on the premises. One at the gate and two inside, stating that towing costs for any restricted vehicle will be the responsibility of the owner of the vehicle.
11. LEASE AND SALES APPLICATIONS: For all applications in regards to leasing and selling property in Tuscany Gardens a \$100 fee will be charged to the applicants. The Management Company will provide the Board with a background report for all applicants wishing to lease or purchase a unit. This fee is included in the \$100. The Board then will approve or deny the applicant in a timely manner before the owners can execute a lease or contract for sale. It is the owner's responsibility to provide tenants with a copy of the Rules and Regulation of Tuscany Gardens Condo Association. Bar codes for gate entry must be purchased by the residents and will be issued by the Association following the same rules as the stickers (#8).
12. BULLETIN BOARD: A Bulletin Board is placed next to the main entrance of the clubhouse facilities. This will be the location to post all Board meetings and other Board related messages. All messages and announcements from residents should be no larger than 3 x 5 on white paper and should be posted inside the clubhouse on the designated board.
13. ADVERTISEMENT LIST: A list will be posted for any residents to sign if they want to advertise their business. These names will be also published in our Newsletter. Fee to be determined if any.
14. NOISE: No Unit owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, employees, pets, agents, tenants, visitors or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts or conveniences of other Unit Owners or occupants. No Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner or occupant shall conduct nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
15. EXTERIOR APPEARANCE: No sign, advertisement, notice or other graphics or lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Condominium or Association Property, except signs used or approved by the Developer (until such time as Developer is no longer offering units for sale in the ordinary course of business, and thereafter by the Board). Additionally, no awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or roof of the Building or on the Common Elements, without the prior written consent of the Board of Directors of the Association.
16. SIGN RESTRICTIONS: Realtor signs and Real Estate signs (for sale, for rent, open house, for sale by owner) will be restricted to one open house sign at the entrance to Tuscany Gardens with content and location still to be determined by the Board of Directors at a future Meeting. Open house hours have to be registered with the Association's office. No signs in windows or on Tuscany Gardens premises are allowed.
17. CHEMICAL SUBSTANCES AND FLUIDS: No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements, other than as is reasonable and customary in vehicles and/or in cleaning supplies.
18. HURRICANES PREPARATION: A Unit Owner or occupant who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to care for his Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.
19. AFFIXED AND HUNG ITEMS: A Unit Owner or occupant shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable and removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

20. SATELLITE DISHES AND ANTENNAS: Installation of satellite dishes by Unit Owners shall be restricted in accordance with the following: (a) installation shall be limited solely to the Unit or any Limited Common Elements appurtenant thereto, and may not be on the Common Elements; (b) the dish may be no greater than one meter in diameter; and (c) to the extent that same may be accomplished without (i) impairing reception of an acceptable quality signal, (ii) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (iii) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements.
21. WINDOW APPEARANCE: No window air-conditioning units may be installed by Unit Owners or occupants. No Unit shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
22. CHILDREN: Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises by children will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
23. PETS: Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, addition to the applicable terms of the Declaration:
 - (a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designed by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within the Condominium Property.
 - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
 - (c) Unit Owners shall pick up all solid wastes from their pets and dispose of same appropriately.
 - (d) Tenants are not permitted to have dogs.
24. POOL AREA GUESTS: In the pool area, tenants are limited to having no more than 6 guests and no more than 2 children per 1 adult. All guests must be accompanied by tenant. No exceptions.
25. COMPLIANCE OF RULES AND REGULATIONS: Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guest, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws, to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

26. REQUIREMENTS AND RESTRICTIONS: These Rules and Regulations shall be cumulative with the covenants, condition and restrictions set forth in the Declaration of Condominium, provided that the provisions of same shall control over these Rules and Regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Further, anything to the contrary notwithstanding, these Rules and Regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the units owned by the Developer, except:
- (a) Requirements that leases or lessees be approved by the Association (if applicable); and
 - (b) Restrictions on the presence of pets; and
 - (c) Restrictions on occupancy of Units based upon age (if any); and
 - (d) Restrictions on the type of vehicles allowed to park on Condominium Property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these Rules and Regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.