

**SEE ATTACHED RULES AND REGULATIONS
THEY ARE PART OF THIS APPLICATION AND ARE TO BE SIGNED BY TENANT(S).**

**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. All owners and tenants will need a parking pass or barcode to park overnight in Tuscany Gardens. All guests will need to provide plate number along with make and model of car to in order to be provided a guest pass. Violators will be booted or towed by the towing company. **Tenants are allowed a parking pass for 10 days in a month. You must see the facility manager at the clubhouse for a pass between 8:00 a.m. and 5:00 p.m. Monday thru Friday ONLY. After 5:00 p.m. passes will not be provided; passes are for guests that are staying overnight.**

Please note: As stated in the Rules and Regulations, guests are not allowed to reside in tenants unit unless on the lease. Violators will be evicted at owner's expense.

PLEASE DO NOT CALL THE MAINTENANCE MANAGER AFTER 5:00 P.M. DAILY OR ON WEEKENDS.
THANK YOU TUSCANY GARDENS ASSOCIATION.

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, pots & plants or any other objects be stored therein, except in areas (if any) designated for such purposes. No garbage shall be placed in Hallways. A clean up charge will be applied to the account.
2. **PERSONAL PROPERTY:** The personal property of Unit Owners and occupants must be stored in their respective Units, not in the Lanais and/or Hallways.
3. **LANAIS :** 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, 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.
7. **STAFF PERSONNEL:** Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors & Manager shall be solely responsible for directing and supervising employees of the Association.
8. **INOPERABLE VEHICLES:** No repair of vehicles shall be made on the Condominium Property and no inoperable vehicles shall be permitted on the Condominium Property.
9. **BAR CODES AND PASSES:** All residents can purchase a vehicle bar code. 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 barcode, residents 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; special pass should be requested at the office and displayed on the dashboard.

Tenant(s) Initials _____

10. UNAUTHORIZED VEHICLES: Boats, trailers (open and closed), work trailers, sea doo trailers, recreational vehicles, motor homes are restricted from parking on Tuscany Gardens Condo Association Property. No commercial enterprises/vehicles are allowed on Tuscany 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 and no magnetic signs shall be visible on vehicles.
11. 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. Any vehicles without Tuscany Gardens barcode or visitor pass will be towed at resident's expense.
12. LEASE AND SALES APPLICATIONS: For all applications in regards to leasing in Tuscany Gardens a non-refundable \$100 fee for the first two adults and \$50 for each additional adult will be charged to the applicants. The Management Company will provide the Board with a background report for all applicants wishing to lease a unit. This fee is included in the \$100. The Board then will approve or deny the applicant depending on Criminal and Credit Background results. The Leasing Committee/Board will approve/denied applications within **21 business days** of receiving a full paper package. However, the board recognizes the importance of timely processing of lease applications and commits to rendering a decision in the most expedient way possible. If the leasing committee recommends denial of the application, the owner will be notified of such, and the full board will review and vote on the application at a specially scheduled meeting as soon as is practical, but no earlier than 48 hours of posting a public notice of the meeting. It is the owner's responsibility to provide their 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. All leases must be a minimum of (6) six months and one (1) day to (1) one year. Any person living in a rental unit without prior approval from the Leasing Committee is on violation of Association Rules and resident will be subject for eviction and fines. All Add On to a current Lease must go through the entire process, prior to moving in, no exceptions.
Lease Renewals: All renewals are the responsibility of owners/realtors to be submitted within 30 days prior to the lease expiration. The gate system is designed to shut down all access to the property if the lease has expired.

A proposed lease or tenant may be disapproved if the applicant does not have a minimum credit score of at least 550.
13. 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.
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.

Tenant(s) Initials _____

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: One domesticated dog or cat may be maintained in a Unit provided such pet is: (a) permitted to be so kept by applicable laws and regulations, (b) not left unattended on balconies, terraces, patios or in lanai areas, (c) general, not a nuisance to residents of other Units or of neighboring buildings and (d) not a pit bull or other breed considered to be dangerous by the Board of Directors; provided that neither the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit or enclosed patio. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefor. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building. Without limiting the generality of section 18 of the Declaration, a violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in the By-Laws and any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. License and shot records are required. Service Animals or Emotional Support animals, a doctor's note, county certifications and license are required at the time of submitting the application.

Tenant(s) Initials _____

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. POOL RULES: All pool rules must be obeyed as stated. Total of (6) guests which includes (2) children per adult. 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.
27. Smoking: Smoking is prohibited on lanais and common element stairs, stairwells, landings and walkways adjacent to the units. Smoking is permitted inside Units but only when the lanais sliding glass door, windows and front door to the Unit are completely closed. This rule does not permit smoking in leased units if the lease prohibits smoking in the unit.
28. Clubhouse Waiver: All tenants shall be required to deposit up to one month's rent with Association as a security deposit. However, the foregoing notwithstanding if the tenant and all persons residing with the tenant shall voluntarily waive their rights to enter or use the Clubhouse Main Hall in anyway the requirement for the security deposit may be waived. Signing the waiver still allows tenants the use of amenities other than the Main Hall, such as the Tennis Courts, Bathrooms and Fitness Center etc.
29. Overnight guests: Overnight guests are allowed a maximum stay of ten (10) days per month.

All of these Rules and Regulations shall apply to all 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.

WE HAVE READ THE TUSCANY GARDENS ASSOCIATION RULES AND REGULATIONS AND AGREE TO LEGALLY ABIDE BY THEM DURING THE TERM OF OUR LEASE.

Applicant Name

Date

Applicant Signature

Applicant Name

Date

Applicant Signature