Tuscany Place Condominium Association

A Corporation not-for-profit under the laws of the State of Florida

Rules and Regulations

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Rules and Regulations

1. **Antennas**

No radio or television antennas, wires or satellite dishes shall be erected in or about any part of the exterior premises without the written permission of the Association.

2. **Balconies, Entryways and Landings**

Plants, pots, receptacles and other movable objects must be kept, placed, or maintained in a neat and well-maintained manner. No clothes, rugs, beach towels, sheets, or mops shall be hung upon or shaken from windows, doors, entryways or balconies.

All balconies, entryways, landings and stairways shall be kept clean by the unit owner and free from obstructive objects. Baby carriages, strollers, bicycles, and other wheeled vehicles must be taken out of view and kept in the unit or placed neatly on the back patio or porch. The sidewalks, entrance, passageway, courts, and stairways must not be encumbered or obstructed or used for any other purpose than entering or exiting.

Homeowners/tenants shall remove all loose or movable objects such as patio furniture and other items from entryways and balconies if they leave Tuscany Place Condominiums for any protracted period of time.

Large statues are not permitted. If there is any doubt about an item you wish to place by your entryway, please check with the Board of Directors.

The board adopted an approved policy for screening in the rear porches and patios and must be followed after you have submitted your request to them in writing. There is a specification for enclosure so that there is conformity of color and material. Approval of design must be obtained from the Association in connection with installation of screen doors or other entrance door decorations.

3. **Board of Directors**

No Director can approve or sign for work done on their unit or around their premises. No Director's family members shall be employed by Tuscany Place Association. The work must be approved by two other Directors other than the Director requesting work to be done.

4. Cleanliness

Homeowners/tenants shall not allow anything to be thrown or to fall from windows, doors or balconies. No sweepings or substances shall be permitted to escape to the exterior of the building from the windows, doors or balconies.

5. Cooking

The fire prevention code of the City of Winter Springs prohibits cooking with a charcoal grill, gas grill, or smoker on or near a combustible balcony or patio. Grills may be stored on balconies or patios per the City of Winter Springs. Grills may not be lit under the overhang and must be placed no less than 10 feet away from the building before lit. Upstairs units may use a grill on the front landing as long as there is no overhang, but the grill must be stored on the back balcony. Cooking fires must be constantly attended by a competent person until they are extinguished.

The Winter Springs Code Enforcement Board will provide a warning to violators, allowing residents time to remove items. If violation is not resolved, a hearing will be conducted and ultimately, a fine imposed.

6. Interior Decorating & Alterations

It is a requirement that all Units above the first floor have a sound barrier installed with a minimum rating of IIC-STC 70; floor construction (wood versus concrete) must be taken into consideration. The entryways, kitchens and bathrooms (wet areas) are exempt. The primary reason for requiring a sound barrier in Units on the upper floors is to reduce the noise level, thereby protecting your neighbor living below.

All blinds shall be white, and draperies shall be white or lined with white, to make a uniform and pleasing appearance on all sides of the Condominium Building. At no time will it be permissible to hang blankets, sheets, beach towels, etc. over the windows. Window tinting is permitted, and the tint must be black or dark gray.

7. Destruction of Property

Neither members nor tenants, their dependents or guests shall mark, mar, damage, cut, destroy, deface or engrave any part of the building, landscaping, or other common property. Members shall be financially responsible for any such damage.

8. **Disposing of Rubbish**

All owners must dispose of their rubbish, newspapers, garbage, etc in closed plastic bags *inside* the dumpsters provided for this purpose. All boxes and cartons must be broken down and placed *inside* the dumpsters or otherwise it will not be picked up. No items of any kind are to be left outside the dumpster or dumpster fence. The Association is charged a fee for the pickup of items left outside the dumpster, therefore, the Unit Owner who violates this rule will be responsible for that expense and charged a $50 fine plus the expense accrued by the association to remove such items. Owners are responsible for their tenants and fines/fees are charged to the owner.

9. Exterior Appearance

a) The front door color must be coordinated with building color scheme to keep a uniform exterior. The permissible colors are white, brown, beige and cream, and must match the building trim color. A replacement door may have glass, and may be custom made, as long as the base color match the framing of the building. Owners are required to submit their request to the Association for approval prior to replacement or painting, along with a picture and the color desired.

b) Windows are to be replaced by owners prior to failure and Association approval must be obtained prior to the replacement taking place. Windows must be double hung, and same color as the other windows in that building (white or metallic). Buildings 6, 8 - 14, 18 must be without dividers, and buildings 1 - 5, 7, 15 - 17 may be with or without dividers. A picture of the window requested approved must accompany the request submitted to the Association.

c) The owner and contractor are responsible to ensure that all City, County and State permits are obtained and posted before work commences, and the contractor's license and insurance must be active throughout the completion of the job. City and State laws state that the failure to obtain necessary permits and/or to use a non-licensed contractor may result in fines to the homeowner.

10. Flammables

Combustibles, explosive materials or chemicals of any descriptions, including kerosene and gasoline will be prohibited on the premises.

11. **Guests**

a) Residents are responsible for their guests' observance of rules and regulations. Residents are required to provide the management company the name and vehicle tag number of any guests whose visit will continue for more than 10 days. Houseguests are not permitted to bring pets into the building for an extended period.

b) In the absence of the owners, all houseguests except immediate family must be approved by the Association. Any guests, including immediate family, using a Unit in an owner's absence must be registered with the management company. No short-term Unit rentals are permitted.

c) Any individual staying on site for a period of 30 days or more, within a one-year period, is required to be approved by the Association.

12. **Insurance**

Each Unit owner and renter must cover their own personal belongings and household furnishings with their own policies or by extending their own personal property floater. Coverage should include protection against water damage, fire and theft. You must submit a copy of your current insurance coverage each year to the Management Company. Workers employed by residents will not be covered by liability of workmen's compensation policies held by Tuscany Place Condominiums.

13. Late Maintenance Fees

If a Unit owner is 10 days late paying their monthly maintenance fee or any assessment fee, they will be charged a late fee of $25.00 or 10%, whichever is higher. If your payment becomes 60 days late, your delinquency will be handled by the Association's attorney.

14. **Laundry**

The drying or airing of any type of clothing, swimsuits, towels, rugs, blankets, etc., must be done inside the owner's unit. No items of those types may be hung over any of the balconies or on drying racks or lines placed anywhere outside the owners' unit.

15. Noise and Disturbances

Nothing shall be done in or about the buildings or property that will distress or interfere with the peace, rights, comfort or conveniences of other owners. Electronic devices; musical instruments; operating, playing or permitting the operation or playing of any radio, television,

phonograph, drums, musical instrument, sound amplifier or similar device which produces, reproduces, or amplifies sound are prohibited between the hours of 10:00 pm and 7:00 am.

The Winter Springs Noise Ordinance Hours are10:00 pm and 7:00 am.

16. Parking

a) Only two vehicles per unit are allowed. One Parking spot will be assigned to each unit in all buildings, located as close to the front door as possible. Reserved building parking spots are for the use of residents with a second vehicle. Third vehicles may be parked on property if they do not interfere with the parking of others. Complaints will be cause for towing of third vehicles. Guests must park in unassigned parking spots. At no time should a resident be displaced because of another unit. All parked vehicles must park between the lines of the specified parking areas.

b) No resident may park or store any inoperable, wrecked or unsightly vehicles anywhere on the property without written consent of the Association. A vehicle is considered stored if it has not been moved for two consecutive weeks.

c) All vehicles must have current auto registration tags on their vehicles.

d) No repair or maintenance work on vehicles is allowed on the common property except in the case of emergency repair. Any damage caused to the premises by a faulty vehicle is the owner's responsibility.

e) No commercial vehicles, trailers, boats, limousines or mobile homes may be parked or stored anywhere on the property. No commercial vehicle shall be parked on Tuscany Place property except during the time service is being rendered to a resident. In no event shall a commercial vehicle be parked anywhere on Tuscany Property overnight. Commercial vehicle shall be defined as any vehicle exceeding 21.5 ft in length or 8 ft in height, having commercial advertising displayed on the body of the vehicle, having tools, ladders or material projecting from or hanging on the body of the vehicle, or containing construction or foliage debris, trash, garbage, or hazardous material.

f) PODs are permitted on property for a maximum of 24 hours.

g) Parking is positively prohibited along any curbs that are painted yellow and in front of fire hydrants. Such parking is in violation of the Seminole Fire Department Regulations.

h) No vehicles are permitted to have any advertising or for sale signs.

i) No one shall drive his or her vehicle more than 20 miles per hour within the boundaries of the complex.

j) Handicap parking is available at the pool. No parking spots in front of buildings will be marked for handicap parking. Proper documentation for a handicap vehicle must be displayed. Any other vehicle that parks in the handicapped spots will be towed without any notice.

k) The Association must be notified of vehicles that belong to guests that are staying more than three days. If no notification is given, the vehicle(s) may be towed at the owner's expense.

l) All Vehicles **must** be registered with the Association, and an Association issued parking decal must be placed on the front windshield driver's side in a location visible from the outside.

m) Any vehicle in violation of the Rules and Regulations will be towed at the owner's expense. The Association will not be responsible for any removal or storage fees.

n) All traffic rules and laws that apply outside the community apply within the community.

17. **Pets**

a) Strict control will be exercised by the Association over the number and size of pets. No more than two small pets may be kept by a Unit owner or his lessee. A pet is defined as a dog under 40 pounds or a domestic cat. All dogs and cats must be walked on a leash and must be taken to the grass along open fields or outside the boundaries of the property. **Deposits are to be picked up!** Dogs must not be left on the balconies or patios where they may bark or make noises that disturb other owners.

b) No animals or pets of any kind shall be kept in any Unit or on condominium property without prior written approval from the Board of Directors and thereafter, under the rules and regulations adopted by the Board of Directors.

c) A written request must be sent to the Board of Directors in order to have any pet in any of these condominium units. Renters may not bring pets without Board of Directors' approval. If permission is granted for a pet, you must adhere to the rules listed.

d) According to the Center for Disease Control, the following list of dogs is considered to be the Most Dangerous Dog Breeds and will not be permitted on the premises at anytime:

Pit Bulls

Rottweilers

German Shepherds

Huskies

Alaskan Malamutes

Doberman Pinschers

Chow Chows

Great Danes

St. Bernards

Akitas

e) No Exotic animals, Ferrets, Iguanas or Reptiles. No large Aquarium tanks in 2nd floor units.

f) No pet sacrificing allowed.

18. Plumbing

Positively no grease, oils, or fats shall be poured into sinks or toilets. Bathroom toilets and the related sewer system are designed for the disposal of normal waste materials and toilet tissues only. If toilets become plugged and overflow due to the flushing down of paper towels, kleenex, sanitary napkins, diapers or other such material it is the owner/tenant responsibility and any damage is the owner's responsibility. The Association will not be held responsible for any damages. Unit owners on the second floor are responsible for water damages that they may cause to any first floor Unit. Plumbing pipes servicing one unit and one unit only are considered an owner responsibility. This has been the procedure since the Association was first turned over to the membership, and one that is being enforced. Please ensure that you have plumbing covered on your insurance policy.

19. POOL

Hours: 8:00 am to 9:00 pm Sunday - Thursday, 8:00 to 10:00 pm Friday and Saturday

No Alcoholic Beverages

No Glass Containers

No Gates left Open at Anytime

No Children under Age 16 without Adult Supervision. An adult is a person 18 years-of-age and older.

No Running, Boisterous Play or Excessive Splashing

No Oil or Lotions in the Pool (Shower before Entering)

No Skateboards, Bicycles, or Scooters

No Cut Offs or Street Clothing Allowed in Pool

No Diapered Children without Rubber Pants

No Guest unless Accompanied with Resident

No Music Except Portable Devises with Earphones

No Electrical Cord

No Playing with Safety Equipment

No Cigarette Butts Left on the Ground

No Trash Left Around (Must be put in Trash Can)

No Pets Allowed in Pool Area

No Nudity

No Trespassing

No Profanity

20. **Repair Work on Automobiles**

All repair work on automobiles and other vehicles must be done off the premises.

21. Sale and Lease of Condominiums

a) **Prior** to the sale or leasing of a condominium, THE ASSOCIATION MUST BE NOTIFIED. The Management Company has necessary paperwork for prospective buyers/tenants, including a set of these Rules and Regulations. Everyone who is interested in living here should read these rules BEFORE THE FINAL CLOSING! ALL LEASING OCCUPANTS AND GUESTS SHOULD BE INFORMED OF RULES ALSO.

b) Any individual staying on site for a period of 30 days or more, within a one-year period, is required to complete the above noted paperwork, and be approved by the Association.

22. Signs

No signs of any kind (including For Sale signs) or any other lettering may be installed on the buildings or premises, placed in windows or affixed to the buildings or premises without the Association's approval with the exception of the Builder (in accordance to the Association Bylaws, page 32).

23. **Solicitation**

There shall be no solicitation by any person anywhere within the Tuscany Place Condominium for any cause, charity, or any purpose whatsoever unless specifically authorized by the Board of Directors.

24. **Trees, Lawns, Shrubbery, and Personal Property**

The trees, shrubs, flowers and lawns are a vital and valuable part of the premises and owners shall be liable for damages, mutilation or defacing thereof for which they may be responsible. The planting, pruning, trimming or removable of any scrubs or trees are not permitted without obtaining prior consent from the Association. The homeowner/tenant who plant flowers, shrubs and trees are required to take care of them.

No lawn chairs, barbeques or personal property of any kind may be kept on the common areas, nor shall such area be used for lounging, etc. Common areas include, but are not limited to, the open grass areas, walkways, and staircases. Hanging benches must not be attached to the building.

25. Walls

Climbing over the walls or fences of Tuscany Place property is prohibited.

26. Rules and Regulations

These rules and regulations will be enforced as follows:

a) Violations should be reported first to the Home Owners Association Manager in writing.

b) Violations will be called to the attention of the violating owner by the Condominium manager or a representative designated by the Board of Directors by letter. The complaint should be rectified by the Owner/tenant immediately, if not a final letter will be sent. If the owner/tenant does not comply, the Board of Directors will take appropriate action.

c) Members of this Association are responsible for compliance with these rules and regulations by their family members, their guests, their tenants, and their tenant's family members or their guests. The interest you take in your own Unit and in the common areas of Tuscany Place will encourage all others to take a greater interest.

EXHIBIT A

Official Records Review Procedure
for governing the frequency, time, location, notice, records to be inspected, and manner of inspection

FREQUENCY:
An owner must request official records review a maximum of once every 30-day.

TIME:
Review will be made available within 10 business days for maximum one 8-hour business day. Limitation is placed on requests due to time restraints.

LOCATION:
Will be determined at the time of the request but will be within 45 miles of the community or within the county.

NOTICE:
Notice must be sent certified mail, return receipt requested and will be deemed served on the day the request was received.

RECORDS TO BE INSPECTED:
The records provided for review may consist of the official records in their entirety, in part, or solely the records requested. This will be based on the number of records requested, and the decision will be at the discretion of the management company.

MANNER OF INSPECTION:
The records may be made available physically or in electronic format via computer or email. This decision will be at the discretion of the management company.

COST:
Time spent in excess of 30 minutes with more than 25 copies provided: $20 per hour.
Copies: 25 copies free of charge. Copies in excess of 25 will be charged at $0.25 per copy or as per vendor invoice.

EXHIBIT B

Right to Speak at Meetings Procedure
for governing the time, frequency, manner, and way of speaking at meetings

An owner may speak for 3 minutes about any agenda item. Once an owner has spoken, he may not have another turn until all other owners who wish to speak have spoken. If a signup sheet is available, owners who have signed up will get to speak first and in the order on the list. Robert's Rules of Order are to be used as a guide for communication.

TIME:
3 minutes limit per person

MATTER:
Owners may speak to Agenda items only

SIGNUP SHEET:
If a signup sheet is utilized, owners who signed up to speak will get to speak first, and in the order they signed up.

FREQUENCY:
Once owners have spoken once, it is at the board's discretion if additional turns are granted to speak prior to board business being conducted. Additional discussion may be requested held until open forum at the end of the meeting.

WAY:
Robert's Rules of Order are to be utilized for communication purposes.

EXHIBIT C

Fining Procedure
for governing the amount and process of fining

A fine must be approved by the board at a duly called board meeting. A fine cannot become a lien but can be collected via estoppel at closing or via small claims court.

AMOUNT:
$100 per violation or $100 per day for continuing violations (non-cured violations). Where multiple violations exist, it is $100 per violation per day. A fine starts from the date of the letter, and becomes collectible after the committee approves the fine.

FIRST LETTER:
A friendly notification to the owner noting the violation found, providing a date for correction of such violation informing the owner of the associations right to fine and suspend rights.

SECOND LETTER:
Notification to owner that the violation has not been corrected by the date requested, that the board has held a special or regular board of director meeting at which a fine (hearing required) and/or suspension of rights (no hearing required) was imposed, providing a date of hearing before a fining committee not less the 14 days in the future. Again, requesting the violation corrected by a date certain.

THIRD LETTER:

i. If the committee approves the fine; the fine is due for payment within 5 days, and if not paid the matter will be turned over to the ASSOCIATION attorney for further processing. If the violation is not corrected the matter will be turned over to the attorney for further processing unless a date certain for correction is provided. If failure to correct the violation again occurs, the matter will be turned over to the ASSOCIATION attorney for further processing unless a reasonable event happened preventing the owner from correcting the violation and a new date certain will be set.
ii. If the committee disapproves the fine; the fine was disapproved by the committee and no payment is due. If the violation is not corrected the matter will be turned over to the attorney for further processing unless a date certain for correction is provided. If failure to correct the violation again occurs, the matter will be turned over to the ASSOCIATION attorney for further processing unless a reasonable event happened preventing the owner from correcting the violation and a new date certain will be set.

FINING COMMITTEE:
A committee consisting of three members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee.

EXHIBIT D

Patio Enclosure Installation Specifications & Guidelines

Specifications

- Maximum depth 10 feet
- Maximum width 19 feet
- Floor must be poured concrete
- Separately roofed
- Roof color: same as the roof installed on other enclosures
- Roof pitch: the same pitch and same connections/attachments
- 16” kick-place
- Enclosure color: Bronze
- Screen Color: Dark gray or black; privacy screen encouraged on the sides
- Permit must be posted, and a copy provided to management

Guidelines

- Enclosure must not interfere with neighboring windows or the neighbor’s enjoyment of their property
- Must not encroach onto neighboring units
- Installation must not penetrate onto neighboring approved installations
- Enclosure must be installed in a way that will allow the neighbor to install an enclosure if they so choose
- Each enclosure must be separately insured by each unit owner
- Neighboring unit owners must approve of the installation
- Screen door should be installed on the backside of the enclosure; end units may install the door on the back or side where there is no other unit
- If the gutter is touched during installation, the gutter must be reinstalled in a professional and functioning manner
- Insurance must be obtained on the structure covering any damages that may happen to common elements due to the installation
- The owner is financially responsible for relocation of irrigation and landscape materials
- The owner is financially responsible for all damages that may occur due to installation of the patio enclosure both during and after
- The owner is responsible to ensure the relocation of irrigation and landscape material takes place prior to commencement of the installation
- Periodic inspections for proper maintenance required
- Enclosure is considered an appurtenance to the unit
- Enclosure must be kept in a pristine state, or the Association may remove the structure at owner’s expense

Patio Exterior

- An 18-inch boundary around the enclosure
- 3x3 paver area to accommodate a grill, but not to exceed 1-foot from the grill
- 3x3 paver area by the door
- No additional installation of any kind will be permitted.

EXHIBIT E

Patio Extension Specifications without Enclosure
&
Privacy Panels

Patio Extension Specifications without Enclosure
Two-story units may extend their patio without an enclosure with pavers the same color as the slab, or with rocks matching the rocks throughout the rest of the association, a maximum of 2' perimeter around the existing patio slab. It is the owner's responsibility to maintain these pavers in a clean and neat fashion. Pavers must be straight and not cause a trip hazard. If pavers are not properly maintained the Association has the right, but is not obligated, to remove the pavers and restore any landscape at owner's expense.

Privacy Panels
Privacy panels are permitted installed between patio slabs of two-story unit buildings. Panels must be white and identical to those already installed within the community.

EXHIBIT F

Pet Request Form

This form is submitted for the purpose of obtaining association approval for the pet noted below.

I/We agree to follow all Rules & Regulations as they currently read and as they may be amended from time to time. I understand that if these rules and regulations are disregarded or if the pet, in the opinion of the Association, becomes a nuisance to other residents, the pet will be required removed from the community within 72 hours of such notice.

Description of Pet

Type: _____ (cat, dog, etc.)

Breed: _____ (pug, Terrier, Siamese, etc.)

Expected adult weight: _____ lbs.

Coloring/Markings: _____

Age: _____

Emotional support dog *: ☐

Service dog *: ☐

* Service and Emotional Support animals need to include a note from the doctor

Signature: _____ Date: _____

Print: _____

Unit Address: _____

For Association Use

Your pet has been APPROVED / DENIED (circle one)

Signature: _____ Title: _____

PRINT: _____ Date: _____

Thank you for submitting your Pet Request.
If your pet is approved, you may now bring your pet onto the property.
If your pet is denied, the reason for denial follows:

_____

_____

_____

EXHIBIT G

Collection Procedure
for governing the collection of delinquent Assessments

Association fees are due on the first day of the month in which it was levied.
A grace period of 10 days exists on payments of assessments.

FIRST DELINQUENCY NOTICE
On day 11 late fees and/or interest post to the owners account and a first delinquency notice is emailed or mailed.

SECOND DELINQUENCY NOTICE
On day 30 a second delinquency notice is mailed or emailed.

THIRD AND FINAL DELINQUENCY NOTICE
On day 11 of the following month (approximately day 41) a third and final delinquency notice is mailed, certified return receipt requested and regular mail, to the owner allowing 5 days to contact management and to submit payment in full. If no communication or payment is received, the account will be turned over to the attorney for collection.

COLLECTION
Once an account is turned over to collections, management and the association can have no discussions with the owner regarding payment of the account; all communication must be through the attorney. The attorney will mail the owner a 30-day notice to lien. After 30 days a lien will be prepared and filed against the property, and foreclosure actions will begin.

FORECLOSURE
Foreclosing on a unit will not take place until a board vote has been had at a duly called Board of Directors meeting.

EXHIBIT H

Telephone Entry System Instructions

How a visitor contacts you:
The system uses your existing telephone to let you talk with visitors and allow them access to the community.

- A visitor can locate you by last name in the directory.
- To access the directory, press the down arrow.
- The visitor must scroll through the alphabetical director by use of the arrows, and once the name has been located, **press the call button**.

The system will dial your telephone number, which has been programmed into the system's database. **The visitor does NOT see the actual telephone number.**

When you answer the visitors call:
Upon answering the telephone, you will be in a normal conversation with the visitor. Be sure to speak clearly and strongly so the visitor can hear you over any noise in the area.

The call will only last for a limited amount of time. After that period, the system will automatically end the call to ensure the system is available to other visitors.

Once you have answered the call, you may take one of two actions:

1. Dial a 9 to open the gate, or
2. Dial a * to hang up without granting entry.

Using Entry Codes:

- If using the entry code function, enter your four-digit code preceded by * (ex. *1234) on the keypad and the gate will open. It may take a few seconds for the gate to open.
- Do not push the arrow down button or any other button first.
- If you make a mistake while entering your code, press the CLR key, this will clear your entry and allow you to start over from the beginning.

Safety feature:
If you enter an incorrect code three times, the gate system will lock for 3 minutes for safety reasons.

<u>If you feel your code has become compromised, please inform the management immediately so that the code may be changed in an effort to safeguard you, your neighbors and the community.</u>