

TUSCANY COURT CONDOMINIUM ASSOCIATION, INC.

PROPOSED RULES AND REGULATIONS CONCERNING UNIT OWNERS MAINTENANCE AND INSURANCE OBLIGATIONS

The forgoing Rules and Regulations of Tuscany Court Condominium Association, Inc. (the "Association") are in addition to, and shall be read in conjunction with, the occupancy and use restrictions set forth in the Declaration of Condominium of Tuscany Court, a Condominium, as recorded in Instrument No. 6965882 (Official Record Book 4886, Page 4002), in the Public Records of Lee County, Florida (as amended from time to time, the "Declaration"), Section 718.111(11), Florida Statutes, and all other Rules and Regulations of the Association. All capitalized terms not otherwise specifically defined in these Rules shall have the same definitions given them in the Declaration.

The following Rules and Regulations apply to all Owners and their respective family members, guests, invitees, employees, agents and tenants. The failure to comply with the following Rules and Regulations may result in the Association taking legal action against the Owner of the Unit, including, but not limited to, placing liens on an Owner's Unit, imposing monetary fines on an Owner, suspension of an Owner's voting and other use rights, and may negate the Association's obligation to provide certain insurance coverage for the benefit of Owner and his/her Unit pursuant to Section 718.111(11) Florida Statutes.

Rules and Regulations Concerning Maintenance and Replacement Obligations; Negligence; and Damage Caused by Condition in Unit. Each Unit Owner of a Unit shall be liable for the expense of any maintenance, repair or replacement of said Unit Owner's Unit and personal property located therein, the Association Property, Condominium Property, Common Elements, Limited Common Elements, other Units, and/or personal property of other Unit Owners and residents caused by the intentional or negligent acts and/or omissions of, or the failure to comply with the terms of this Rule by, said Unit Owner or any member of his or her family, any occupant of said Unit Owner's Unit, or any guest, invitee, employee, agent, or tenant of said Unit Owner. As set forth in the Declaration of Condominium for Tuscany Court Condominium Association, Inc. (as amended, the "Declaration"), including Section 11 of the Declaration, each Unit Owner has a duty to maintain his or her Unit, all Limited Common Elements appurtenant to the Unit (except those Limited Common Elements required to be maintained by the Association, as provided in Section 11 of the Declaration), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to said Unit Owner's Unit and personal property located therein, the Association Property, Condominium Property, Common Elements, Limited Common Elements, other Units, and the personal property of other Unit Owners and residents.

If any condition, defect, or malfunction resulting from the Unit Owner's intentional or negligent acts or omissions shall cause damage to said Unit Owner's Unit, the Association Property, Condominium Property, Common Elements, Limited Common Elements, other Units, and/or personal property of other Unit Owners and residents, the Unit Owner of the offending Unit shall be solely liable for all costs and expenses to repair and/or replace the damaged property, without regard to insurance coverage available to the Association or any other Unit Owner or resident. If one or more of the Units involved is not occupied at the time the damage is discovered, the Association may, but is not obligated to, enter the Unit without prior notice to the Unit Owner and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's sole expense, with said cost being secured by a lien on said Unit Owner's Unit. The Association may, but is not obligated to, repair the damage with the prior consent of the Unit Owner in the event of an emergency, with the cost being secured by a lien on said Unit Owner's Unit.

All Unit Owners and other persons occupying a Unit Owner's Unit are required to shut off the main water valve for the Unit when they will be absent from the Unit for 48 consecutive hours or longer. The failure to shut off the main water valve for the Unit shall automatically be deemed an act of negligence on the part of the Unit Owner.

In addition to shutting off the main water valve when absent from the unit for 48 consecutive hours or longer and the performance of all other Unit Owner maintenance obligations set forth in the Declaration or other governing documents of this Association, including all Rules and Regulations, each Unit Owner shall be responsible for, and shall cause all persons occupying Unit Owner's Unit, to take the following actions, and the failure to do so shall automatically be deemed an act of negligence on the part of the Unit Owner:

- (1) arranging for on-going air-conditioning maintenance service, including periodic inspection of the system and cleaning of the condensation lines, on at least a semi-annual basis;
- (2) regular inspection of water lines to the Unit's refrigerator, ice maker, and dishwasher, and replacement thereof as necessary;
- (3) regular inspection of the Unit's refrigerator, dishwasher, washing machine, ice maker, hot water tank(s) / expansion tank(s), toilet(s), and water pipes and connections and other plumbing fixtures, and repair and/or replacement thereof as necessary;
- (4) by no later than July 1, 2021, replacement of all washing machine hoses with stainless steel braided hoses or other burst-free hoses, and, thereafter, regular inspection thereof and replacement thereof as necessary;
- (5) by no later than July 1, 2021, replace plastic water shut-off valve for the hotwater tank(s) with a metal shut-off valve;
- (6) regular inspections of hot water tank(s) / expansion tank(s) located and in a Unit and, as required by the manufacturer or as needed, flushing of said tank; and
- (7) replace all hot water tank(s) / expansion tank(s) located in a Unit after ten (10) years of service.

The Board of Directors shall have the right to inspect all Units to confirm compliance with these Rules and Regulations. In addition, the Board of Directors, in the exercise of its right and power to make reasonable Rules and Regulations, shall have the right to make additional Rules and Regulations from time to time concerning additional maintenance responsibilities for Unit Owners to prevent foreseeable and reasonably preventable damage to a Unit and personal property located therein, the Association Property, Condominium Property, Common Elements, Limited Common Elements, and/or personal property of other Unit Owners and residents, and the failure to comply with said rules and regulations shall automatically be deemed an act of negligence on the part of the Unit Owner.

**** END OF PROPOSED RULES AND REGULATIONS ****