

# Tuscany Court Condominium Association Inc.

## Rules and Regulations

The definitions contained in the Declaration of Condominium ("Declaration") are incorporated herein as part of these Rules and Regulations. These Rules and Regulations were revised and restated on August 10, 2020 at a properly noticed Board Meeting.

### GENERAL

1. The walkways shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium.
2. No article shall be hung or shaken from the doors, windows or lanai of a Unit, or placed upon the outside windowsill of a Unit. A Unit Owner may display one portable, removable American flag on their lanai 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, removable official flags, not larger than 4½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.
3. No articles shall be allowed to stand on any portion of the common elements.
4. No Unit Owner shall make or permit any noises that will disturb or annoy the occupants of any of the Units or do or permit anything to be done which will interfere with the rights, comfort, enjoyment or convenience of other Unit Owners.
5. Each Unit Owner shall keep such Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors or windows any dirt or substance.
6. Each Unit Owner who plans to be absent from their Unit for more than 90 days or during the hurricane season must prepare their Unit prior to departure by:
  - A. Removing all furniture, potted plants and other movable objects from their lanai.
  - B. Designating a responsible individual satisfactory to the Association to care for their Unit should the Unit suffer hurricane damage.
7. No Unit Owner or resident shall place or dump any garbage, trash, refuse or other material on any portion of the Condominium, except in appropriate trash cans with lid/cover and then only after placed in trash bag. Trash cans are to be put out no earlier than the night before pickup and placed back in Unit Owners garage no later than the evening of collection.

8. Water closets and other apparatus in the Units or upon the common elements shall not be used for purpose other than those for which they were constructed. Any damage resulting from misuse of any water closets or other apparatus shall be paid for by the unit Owner responsible.
9. A Unit Owner shall not be allowed to have any employee or agent of the Association perform any private business of a Unit Owner, except as shall have been approved in writing by the Association.
10. The agents and employees of the Association and any contract or workman authorized by the Association may enter any Unit at any reasonable hour of the day for the purposes permitted under the Declaration. Entry must be prearranged with the Unit Owner, except when such prearrangement cannot be achieved or is impractical, or circumstances deemed an emergency by the Association, or its management agent, if any, in which case, access is deemed permitted without prior notice.
11. No Unit Owner shall use or permit to be brought into the Unit any flammable oils or fluids, such as gasoline, kerosene, naphtha or benzene or other explosives or articles deemed extra hazardous to life, limb or property.
12. No Unit Owner shall be allowed to put their mail receptacle or name on any portion of the exterior of their Unit or lanai, or visible from outside the Unit, except in such a place and in the manner approved by the Association for such purposes.
13. Any damage to the Association property or equipment of the Association caused by any Unit Owner, family member, guests, invitees or lessee shall be repaired or replaced at the expense of such Unit Owner.
14. Each Unit Owner shall be held responsible for the actions of their family members, guests, invitee's and lessees. Reminder – all occupants under 18 years of age shall be supervised by an adult.
15. Food and beverage may not be prepared or consumed, except in the Unit or in such other areas as may from time to time be designated by the Association.
16. Drapes, Shades and other window treatments installed by Unit Owners that are visible from the exterior of the Condominium shall be white, off white or beige. Unit Owners are prohibited from changing the paint color of the walls bounding their lanai.
17. Unit Owners, tenants or guests shall shut-off the main water supply to the Unit and the circuit breaker for the water heater in the event the Unit will be unoccupied for a period of 48 hours or more.
18. The Association may retain a passkey to each Unit. If a Unit Owner alters any lock or installs a new lock on any door leading into their Unit, that Unit Owner shall provide the Association with a key for the use of the Association.

19. There shall be a lock-out charge if the Association is requested to furnish keys for access to a Unit Owner who has locked themselves out of their unit.
20. Grills – As of January 1, 2018 Florida Prevention Code (FFPC) ALLOWS THE USE ELECTRIC GRILLS. NFPA 1:10.10.6.1.1 – Electric portable and tabletop grills, are not to exceed 200 square inches of cooking surface. Use or kindling of Gas Grills is still prohibited on any lanai, under any overhang, or within 10 feet of any structure as in previous code editions.

## LEASING

21. Leasing of Units - see Condo Docs, section 13, pages 19, 20 and 21 for full details.
  - A. All leases must be in writing.
  - B. Unit Owner must give Board written notice of leasing 20 days prior to beginning of lease.
  - C. Applicant must complete and sign application.
  - D. Applicant must sign for having received copies of the rules and regulations of the Association as provided by the Unit Owner.
  - E. Board has 10 days (after receipt of lease and application) to approve lease.
  - F. Disapproval – A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate ground for disapproval shall include, but not limited to the following:
    - i. The Unit Owner is delinquent if the payment of assessments at the time the application is considered,
    - ii. The Unit Owner has a history of leasing their Unit without obtaining approval, leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of their Unit, and otherwise violating the Association's leasing restrictions.
    - iii. The real estate company or rental agent handling the leasing transaction on behalf of
    - iv. the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval.
    - v. The application on its face indicates that the person seeking approval intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium.
    - vi. The prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
    - vii. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others.
    - viii. The prospective lessee evidences a strong possibility of financial irresponsibility. Examples of financial irresponsibility shall include but not limited to the following:
      - ix. Prospective lessee has a credit rating of less than 630.
      - x. Prospective lessee has prior bankruptcies.
      - xi. Prospective lessee has prior foreclosures.

- xii. Prospective lessee has prior bad debts.
- xiii. The lessee, during previous occupancy has evidenced an attitude of disregard for the Association rules.
- xiv. The prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid.
- xv. The Owner fails to give proper notice of their intention to lease their Unit to the Board or Directors.

G. Term and Frequency of Lease – The minimum lease term is 30 days and no Unit may be leased more than 4 times in a calendar year. No lease may be for more than 1 year.

H. No subleasing or assignment of lease rights by the lessee is allowed.

I. No prospective lessee is allowed to have pets. Existing tenant pets are grandfathered, but no new pets can be brought into the unit after current pet dies.

## **SALE OF UNIT**

22. Sale of Unit – see Condo Doc's, section 14 Transfer of Ownership of Units, pages 21 – 24 for full details.

A. Owner intending to make a sale of their Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least 20 days before the intended closing date, together with the name and address of the proposed purchaser, copy of the executed sales contract and such other information as the Board may reasonably require. The Board may require an interview (which may be by phone) with any purchaser and or spouse, if any, as a precondition to approval.

B. Failure to Give Notice – If no notice is given, the Board of Directors, at its election may approve or disapprove at the time it learns of the transfer. If any owner fails to obtain the Association's approval prior to selling such failure shall create a rebuttable presumption that the seller and the purchases intend to violate the covenants of this Declaration, and shall constitute good cause for Association disapproval.

C. Board Action – Within 20 days after receipt of the required notice and all information or interview requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

D. Disapproval – With Good Cause – The following may be deemed to constitute good cause for disapproval:

- A. The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony demonstrating dishonesty or moral turpitude.
- B. The person seeking approval has a record of financial irresponsibility including without limitation the following:
  - i. Has a credit rating of less than 630.
  - ii. Has prior bankruptcies.
  - iii. Has prior foreclosures.
  - iv. Has prior bad debts.
- C. The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Condominium,
- D. The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others.
- E. The person seeking approval has failed to provide the information, fees or interviews required to process the application in a timely manner, or provided false information during the application process.
- F. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

## VEHICLES

23. No vehicle, or other possessions belonging to a Unit Owner, or to a member of their family or guests, invitee's lessees if a Unit Owner, shall be positioned in such a manner as to impede or prevent ready access to another Unit Owner's garage. Each Unit Owner, their family members, guests, invitee's and lessees, will obey the parking regulations posted by the Association for the safety comfort and convenience of the Unit Owners. Inoperable automobiles, commercial vehicles, golf carts, recreational vehicles, all-terrain vehicles, ambulances, police cars, hearses, motorcycles, motorbikes, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed are permitted, but they must be kept inside the Unit Owner's garage. At times, there is a lack of parking spaces, when possible Unit Owners are requested to park their vehicle in their garage. Anyone not following the parking rules may have their vehicle(s) towed away at their expense. See Declaration of Condominium (Condo Docs) User Restrictions, Section 12.4 Parking for full details.
24. Use of car covers shall not be permitted.
25. Except in an emergency, a Unit Owner shall not cause or permit the excessive blowing of any horn from any vehicle of which he, family members, guests, invitee's or lessees shall be occupants.

## **PETS**

26. No Tenant is allowed to have pets. Existing tenant pets are grandfathered, but no new pets can be brought into the unit after current pet dies.
27. No Unit Owner or tenant is permitted to keep domestic pets (dogs, cats and other usual and non-exotic household pets), whether permanent or temporary, in their Unit without the prior written permission of the Board of Directors. Pets may be kept in a Unit in reasonable numbers, as determined by the Board of Directors. No pet shall weigh more than thirty-five (35) pounds at maturity. Such permission in one instance shall not be deemed to institute a blanket permission in any other instance and any such permission may be revoked at any time in the sole discretion of the Board. However, under no circumstances shall a pit bull, "wolf hybrids" or other dogs prone to or exhibiting aggressive behavior be permitted on any portion of the Condominium. Any pet must be carried or kept on a leash when outside of a Unit. A Unit Owner or tenant shall immediately pick up and remove any solid animal waste deposited by their pet. The Unit Owner or tenant shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from having any animal in the Condominium. If a dog or any other pet becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner or tenant therefore must cause the problem to be corrected; or if it is not corrected, the Unit Owner or tenant, upon written notice by the Association, will be required to remove the animal from the Condominium. Owners and tenants may not leave pets unattended in lanai. The Common Elements and Association Property shall not be used to accommodate pets. Guests that occupy a Unit may not keep pets. If the Association receives two (2) written complaints pertaining to your pet, said pet must be removed from the property.

## **POOL & SPA**

28. Use of Pool facilities will be in such a manner as to respect the rights of all residents. The Directors reserve the right to regulate duration of play, hours of opening and closing. In general, use shall be prohibited between the hours of sun down and sun up. House guests of registered residents and other guests may only use the Pool facilities when accompanied by a registered resident. The number of guests using the Pool facilities and common areas shall be limited to eight (8) people per unit. No private parties/reservations will be permitted. The Board of Directors reserves the right to hold Community functions at which all residents may attend

## **COMPLAINTS**

29. Procedure for submitting complaints:
1. Go to [coastalassociation.biz](http://coastalassociation.biz)
  2. Click on "Request form"
  3. Fill in form then press send.
  4. Your complaint will be answered in a timely manner.
  5. If it is an emergency situation, contact the office at 239-689-3080.

## **HURRICANE SHUTTERS**

30. Hurricane Shutters: Hurricane Shutters may be installed by the owner subject to the approval of the Board following submission of the Hurricane Shutter Approval Request Form (Attachment B to the Rules and Regulations). Such Hurricane Shutters must be in compliance with the Hurricane Shutter Specifications identified in Attachment C of the Rules and Regulations. Prior to the installation of any Hurricane Shutters, the requesting owner must sign the Hurricane Shutters Supplemental Agreement (Attachment D of the Rules and Regulations).

A. If owner does not raise their Hurricane Shutters within the specified time frame, or lowers them prior to the time frame agreed to in the Hurricane Shutter Supplemental Agreement (Attachment D of the Rules and Regulations), the owner will be subject to a fine of \$100 per day with a maximum fine of \$1,000.

**Any violation of these Rules and Regulations or other covenants relating to the Condominium must be submitted and presented to the Board of Directors.**

**The Rules and Regulations may be amended at any time by a majority vote of the Board of Directors.**

# VARIANCE REQUEST

**PLEASE RETURN COMPLETED FORM TO:**

Coastal Association Services  
1314 Cape Coral Parkway, E. Suite #205  
Cape Coral, Florida 33904  
239-689-3080 <http://coastalassociation.biz>

HOMEOWNER \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
Phone (day) \_\_\_\_\_  
Phone (cell) \_\_\_\_\_

TO THE BOARD OF DIRECTORS: I request permission to make the following changes to the exterior of my condo or to the common areas of the community. I understand that it is my responsibility to obtain any building permits that may be necessary for this work. I have attached a sketch of proposed changes, list of materials to be used, color and indicated who will do the work.

REQUESTED CHANGES: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REASON FOR VARIANCE REQUEST: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

WHO WILL COMPLETE THE WORK? (All contractors must provide Coastal Association Services a certificate of insurance evidencing appropriate liability and workers compensation insurance).

INDICATE ANY FUTURE MAINTENANCE REQUIRED BY THE ASSOCIATION: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Owner Date

BOARD OF DIRECTORS ACTION: Approved \_\_\_\_\_ Denied \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_  
\_\_\_\_\_

LATEST COMPLETION DATE AFTER WHICH ANY APPROVAL IS AUTOMATICALLY REVOKED AND NEW VARIANCE REQUEST IS NECESSARY. \_\_\_\_\_

DATE ACTED ON VARIANCE REQUEST MAILED TO Owner: \_\_\_\_\_

Note: Preliminary approval will be provided within 60 days of receipt of request. Final approval is contingent upon review of the completed work. If Board of Directors does not reply to owner variance request within the 60 days of receipt, variance request will be deemed approved. Approved variance is valid for 1 year.



Attachment B

HURRICANE SHUTTERS SPECIFICATIONS AND INSTALLATION REQUEST FORM

The Florida Condominium Act [718.113(5)] requires all associations to provide specifications for hurricane shutters. The Tuscany Court Condominium Association, Inc. (the Association) requires all owners wishing to install hurricane shutters and/or storm panels to obtain written approval from the Association prior to installation. This policy is necessary to ensure the uniformity of installation and use of the shutters, to promote the safety and aesthetics of the community. All installations must meet or exceed any legal requirements and conform with the appearance standards noted below. Contact the Property Manager with any questions.

Owner Name (Please Print): \_\_\_\_\_ Unit #: \_\_\_\_\_

Daytime Phone #: (\_\_\_\_) \_\_\_\_\_

Hurricane Shutter or Panel Vendor: Name: \_\_\_\_\_

Phone #: (\_\_\_\_) \_\_\_\_\_ Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Brief description of Installation:

\_\_\_\_\_  
\_\_\_\_\_

Approximate Installation date: \_\_\_\_\_

The undersigned owner requests approval for the installation of hurricane shutters and/or storm panels, and certifies to the Association that such installation will comply with building codes and other legal requirements that may be in place.

Signed: \_\_\_\_\_ (Owner) Date: \_\_\_\_\_

Attachment C

HURRICANE SHUTTER SPECIFICATIONS

A. Hurricane shutters will be white aluminum horizontal roll-down, high impact tested interlocking slats to ensure protection from winds of at least 123 MPH.

Shutter storage box for roll-down shutters must be made of aluminum, painted white, and be 5-sided.

Motorized shutters are permitted. Storm panels or accordion shutters will be white aluminum with similar strength and appearance characteristics to the roll down shutters.

All storm panels must be installed using a trackless system.

The hurricane shutters and all related equipment must be installed on the interior of the lanai and the interior side of any other window or opening. Hurricane shutters and related equipment shall not be installed on the exterior of the building

Unit owners are welcome to propose alternative products that meet the requirements of the building code and substantially comply with this resolution.

All mounting hardware must be non-corrosive and white All penetrations of the building must be sealed.

Sample pictures of shutters and storm panels must accompany this Request Form to ensure uniformity of appearance.

B. All work must comply in all respects with the building codes of the State of Florida, Lee County and City of Cape Coral in effect on the day of installation.

C. Installation company must be licensed, bonded and insured, and must provide written evidence with this Request Form.

APPROVAL / DISAPPROVAL OF REQUEST The above request is;

APPROVED: \_\_\_\_\_ or DISAPPROVED: \_\_\_\_\_

Tuscany Court Condominium Association, Inc; By: \_\_\_\_\_

Name / Title

Date: \_\_\_\_\_

Attachment D

HURRICANE SHUTTERS Supplemental Agreement

The Tuscan Court Condominium Association, Inc. (the Association) requires all owners wishing to install hurricane shutters and/or storm panels to agree to the following regulations governing the use of hurricane shutters and/or storm panels to ensure the uniformity of installations for the safety and aesthetics of the community.

1. Hurricane shutters or panels may NOT be lowered in front of the windows or doors prior to 96 hours of projected landfall of the storm in Cape Coral announced by the Lee County Emergency Management Office or before a Tropical Storm Watch or Hurricane Watch is issued by the National Weather Service.
2. Hurricane panels may NOT remain in place covering any windows or doors longer than 96 hours after the "All Clear" announcement by the Lee County Emergency Management Office. It is the Board's intention that shutters and / or panels NOT be left in position for unnecessary periods in advance of or after the storm threat has passed. In the event successive hurricane warnings are issued by governmental authorities, there is no need to remove the shutters or panels between projected hurricane landfalls in the area.
3. Unit owners and residents who choose to install hurricane panels do so at their own risk and expense.
4. Unit owners and residents are responsible for the storage and maintenance of their hurricane shutters and / or panels. Hurricane panels may not be stored on common elements.

The undersigned owner agrees to comply with regulations passed by the Board of Directors regarding the use and storage of hurricane shutters and / or panels

Building / Unit: \_\_\_\_\_ / \_\_\_\_\_ Signed: \_\_\_\_\_

(Owner)

Date: \_\_\_\_\_