

WHEN RECORDED RETURN TO:
Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2400 First Street, Suite 300
Fort Myers, Florida 33901
239-337-6730

CERTIFICATE OF RECORDING OF THE AMENDED AND RESTATED RULES AND REGULATIONS OF TUSCANY COURT CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED, being the President of TUSCANY COURT ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), does hereby certify that the Amended and Restated Rules and Regulations of the Association attached hereto as Exhibit "A" were duly approved, adopted and enacted by the Board of Directors of the Association, at a duly called meeting, at which a quorum was present, held on May 27, 2025.

The original Rules and Regulations of the Association are recorded as Exhibit E to the Declaration of Condominium originally recorded in Official Records Book 4866, Page 4002, as amended by Instrument No. 2019000106518, all in the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the President of Tuscany Court Condominium Association, Inc. has caused this Certificate to be made this 24 day of June 2025.

WITNESSES:

Donny Silver
Signature of Witness
Donny Silver
Printed Name of Witness

Address of Witness: 350 E Dundee
Buffalo Grove, IL #208
60089

Steven R Tobias
Signature of Witness
Steven R Tobias
Printed Name of Witness

Address of Witness: 5 W. Canterbury Dr.
Arlington Heights, IL 60004

STATE OF ~~FLORIDA~~ IL
COUNTY OF ~~LEE~~ Cook

TUSCANY COURT CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Michael Silver, President

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of June, 2025, by Michael Silver, the President of Tuscany Court Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is () personally known to me or who has ☒ produced Drivers License as identification.

[Signature]
Notary Public
My Commission Expires: 02/28/2027



Exhibit "A"
Amended and Restated Rules and Regulations

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
May 27, 2025, 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 (a) all times display one portable, removable United States flag in a respectful way and, (2) on Armed Forces Day, Memorial Day, Flag Day, Independence Day, Patriot Day, and Veterans Day, display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard, as permitted by Section 718.113 (2)(c)(4), Florida Statutes (as amended from time to time). Seasonal decoration, i.e. wreaths are allowed on the front door with a door hanger or removal hook.
3. No articles shall be allowed to stand on any portion of the common elements, without board approval. No chairs allowed. Doormats are allowed. Any additional landscaping, i.e. plants, statues need approval of the Board of Directors. Large planter pots that are currently in the courtyard are allowed. Plants in the pots must be approved by the Landscape Committee (Variance form required).
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 30 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.
 - C. Remove all decorations from the front door and articles from common areas, i.e. doormats are to be placed inside the condo.
7. 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.
8. No Unit Owner or resident shall place or dump any garbage, trash, refuse or other material on any portion of the Condominium common areas, except in appropriate trash cans with lid/cover and then only after placed in trash bag. Owners/Residents are to use their own trash cans. You may need to purchase additional trash cans for any overflow. 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. Plastic bags **MUST** be placed in closed containers. All trash cans must be labeled with building and unit #, on both can and lid.
9. Water closets (furnace & a/c room) 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.
10. 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.
11. 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.

12. 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.
13. 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.
14. 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. If owner has an outside vendor working on their unit, owner is responsible to see that all debris is removed. In addition, owner is responsible for any damage done to Tuscany property by vendor.
15. 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.
16. Food may not be prepared or consumed outside the unit, except areas as may from time to time be designated by the Board of Directors. Note – preparation and consumption of food is allowed on the unit's lanai.
17. Beverages – while outside of your unit beverages must be in an unbreakable container. (pool and pool deck included).
18. 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.
19. The Association may retain a pass key to each Unit and garage. 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 pass key and/or pass code for the use of the Association. **Garage entry door locks cannot be changed.** Wireless keypads can be installed to open the overhead garage door.

20. 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.
21. Grills – ONLY Electric portable and tabletop grills are allowed on a unit's lanai. They are not to exceed 200 square inches of cooking surface. Use of kindling or Gas Grills is still prohibited on any lanai, under any overhang, or within 10 feet of any structure. LP canisters cannot be stored in the owner's condo. No more than 5 liquid pounds of LP can be stored in garages.
22. Lanai Cleaning – Under NO circumstances are owners/residents permitted to pour water, power wash or allow cleaning materials on the lanai floor, that will flow down to units below. Violators will be responsible for damage.
23. Common hallways, stairways and other common areas (driveways) shall not be obstructed, littered, defaced or misused in any matter. No storage of any type in these areas, without board approval.

24. EMERGENCY OCCUPANCY

- A. To help those displaced due to hurricanes, flooding etc., owners will be allowed to have guests stay in their unit. However, they must be registered with the management company. Information required is, but not limited to the following:
 - Condo address with owner information
 - Names of all staying in the condo
 - Phone numbers
 - Vehicle(s) make, model and license plate number(s)
- B. Guests must also follow the rules and regulations of Tuscany Court.
- C. If the guest(s) stay for more than 10 days, they must contact property manager for instructions.
- D. If the owner is renting to a displaced individual(s), then the rental process must be followed

25. LEASING

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. Applicants must complete and sign the application.
- D. Applicants must sign for having received copies of the rules and regulations of the Association as provided by the Unit Owner.
- E. The 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:
 - 1. The Unit Owner is delinquent if the payment of assessments at the time the application is considered.
 - 2. 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.
 - 3. The real estate company or rental agent handling the leasing transaction on behalf of
 - 4. the Unit Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering leases without prior Association approval.
 - 5. 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.
 - 6. 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.
 - 7. The prospective lessee has a history of conduct which evidences disregard for the rights and property of others.
 - 8. The prospective lessee evidences a strong possibility of financial irresponsibility. Examples of financial irresponsibility shall include but not limited to the following:
 - Prospective lessee has a credit rating of less than 630.
 - Prospective lessee has prior bankruptcies.
 - Prospective lessee has prior foreclosures.
 - Prospective lessee has prior bad debts.
 - Prospective lessee during previous occupancy has evidenced an attitude of disregard for the Association rules.
 - 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.
 - The Owner fails to give proper notice of their intention to lease their Unit to the Board of 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. Renewal of Lease – 20 days prior to beginning of new lease Owner must send copy of new lease with updated tenant information to management company. Board will approve/disapprove new lease within 10 days.

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

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

K. Lessee may not have overnight guest for more than 10 days (in a calendar month), unless they first register with the property manager. Information must include their name and address of lessee they are staying with, how many staying, vehicle make, model and license plate number and how long they plan on staying.

26. SALE OF UNIT

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:

1. 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.
2. The person seeking approval has a record of financial irresponsibility including without limitation the following:
 - Has a credit rating of less than 630.
 - Has prior bankruptcies.
 - Has prior foreclosures.
 - Has prior bad debts.
3. 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,
4. The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others.
5. 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.
6. The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

27. VEHICLES/PARKING

See Declaration of Condominium (Condo Docs) User Restrictions, Section 12.4 Parking for full details.

1. 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.
2. 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.

3. Inoperable automobiles, commercial vehicles, golf carts, recreational vehicles, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, watercraft, aircraft, house trailers,
 - A. 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.
4. 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.**
5. No Parking of unattended vehicles allowed in front of common access points, thoroughfares, fencing, along curbs or in front of garages for periods greater than 15 minutes.
6. Distressed/inoperative or unregistered vehicles must be removed within 48 hours or risk towing. No servicing of vehicles (or left on jacks) in the parking lot.
7. Use of car covers shall not be permitted.
8. 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.

28. E-BIKES & Batteries

Storage – when e-bike(s) are not in use the batteries must be removed and placed in their condo, in a cool dry place. DO NOT STORE BATTERIES IN YOUR GARAGE as the temperature gets too hot. If the batteries get too hot, they could start a fire. Bikes are not to be stored in any common areas including walkways or under stairways.

29. ELECTRIC VEHICLE CHARGING STATIONS:

As Tuscany Court does not have sufficient space to install electric vehicle charging stations (EVCS) owners are allowed, (under Florida law) to install their own EVCS, at their own expense plus meet the following requirements:

1. The unit owner must first apply for board approval (variance form) prior to installing the EVCS. Unit owners must submit detailed specifications concerning the EVCS and any related infrastructure or equipment the owner intends to install.
2. The installation may not cause irreparable damage.
3. The electricity for the EVCS must be separately metered by an embedded meter and payable by the unit owner installing the EVCS.

4. The unit owner who is installing EVCS must pay for the cost of installation, operation, maintenance, and repair, including but not limited to, hazard liability insurance.
5. The unit owner (or his/her successor) decides there is no longer a need for the EVCS, he/she is responsible for the cost of removal.
6. The unit owner installing the EVCS must comply with all federal, state, or local laws and regulations applicable to such installation, maintenance, or removal.
7. The unit owner installing the EVCS must comply with reasonable architectural standards adopted by the association that govern the dimensions, placement, or external appearance of the EVCS, provided that such standards may not prohibit the installation of EVCS or substantially increase the cost thereof.
8. The association may require the unit owner to engage the services of a licensed and registered firm familiar with the installation of removal and core requirements of an EVCS.
9. The association may require the unit owner to provide certificate of insurance naming the Association as an additional insured on receiving the Association's approval to install the EVCS. The association may require the unit owner to reimburse the Association for the actual cost of any increased insurance premium amount attributable to the EVCS within 14 days of receiving the association's insurance premium invoice.

30. PETS

Rules: See Condo Doc's section 12.3, pages 17 & 18 for full details.

1. Tenants are NOT ALLOWED to have pet(s) in their unit.
2. No Unit Owner 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 approval of the Board of Directors.
3. The Board of Directors has determined that no owner shall not have more than 2 pets per unit.
4. No pet shall weigh more than thirty-five (35) pounds at maturity
5. 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.
6. Any pet must be kept on a leash or carried when outside of a Unit.
7. A Unit Owner MUST immediately pick up and remove any solid animal waste deposited by their pet.
8. Receptacles for pet waste may not be kept on any common area.

9. The Unit Owner 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.
10. If a dog or any other pet becomes a source of unreasonable annoyance to other Unit Owners by barking or otherwise, the Unit Owner must correct the problem.
11. Owners may not leave pets unattended in lanai.
12. If the Association receives two (2) signed written complaints pertaining to your pet, said complaints will be reviewed by the fining committee.
13. Guests/relatives pets are allowed on property, but they must adhere to pet policies.

31. POOL& SPA

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 the duration of play, hours of opening and closing. In general, use shall be prohibited between the hours of sundown and sunup. Children under the age of 12 must be supervised by an adult. Infants must use swim diapers.

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.

32. COMPLAINTS

Procedure for submitting complaints:

1. Go to coastalassociation.biz
2. Click on "Request form"
3. Fill in the form then press send.
4. Your complaint will be answered in a timely manner.
5. If it is an emergency, contact the office at 239-689-3080.

33. 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

A. any Hurricane Shutters, the requesting owner must sign the Hurricane Shutters Supplemental Agreement (Attachment D of the Rules and Regulations).

34. If the 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.
35. Any violation of these Rules and Regulations or other covenants relating to the Condominium must be submitted and presented to the Board of Directors.
36. See attached Rules and Regulations Concerning Unit Owners Maintenance and Insurance Obligations.
37. The Rules and Regulations may be amended at any time by a majority vote of the Board of Directors.