

**TUSCANY**  
**at INNISBROOK**  
**CONDOMINIUM**  
**ASSOCIATION**  
**RULES &**  
**REGULATIONS**

**MAY 2024**

# RULES & REGULATIONS

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## INTRODUCTION

***All new residents must meet with the Property Manager or there representative before moving in to acknowledge receipt of all Rules and comply with the same.***

**Association Website <http://tuscanyatinnisbrook.net/>**

Under the Condominium documents, the Board of Directors of **TUSCANY AT INNISBROOK CONDOMINIUM ASSOCIATION, INC.** has the responsibility and authority for the operation of the Association, management of the Condominium Property and for the establishment and enforcement of Rules and Regulations. The purpose of these Rules and Regulations is to establish procedures to assure that residents will be able to enjoy their home and the use of the Tuscanly at Innisbrook facilities in a pleasant and harmonious environment.

Each unit owner, tenant, invitee, relative, or guest, hereinafter referred to as "Resident(s)" of the condominium unit, shall be governed by Florida Condominium Statues and by the following Rules and Regulations, in addition to the obligations and duties set forth in the Declaration of Condominium and Association's by Laws, Articles of Incorporation and any amendments to these documents.

The Board of Directors reserves the right to amend or add to these Rules and Regulations without the consent of the members of the Condominium Association. All changes and additions to these Rules and Regulations shall be as binding as all other Rules and Regulations previously adopted. This addition supersedes and replaces all previous editions. These Rules and Regulations and all others hereinafter promulgated shall apply to and be binding upon residents. Furthermore, the unit owners shall be ultimately responsible for the Rules and Regulations being faithfully observed by their families, tenants, invitees, relatives, guests and other persons over whom they exercise control and supervision.

Violations to these Rules and Regulations primarily will be enforced by management staff, however if you observe a violation, please report as follows:

1. In writing to the on-site property manager (and/or)  
The report, when possible, should include names, unit numbers, license numbers, dates, times, places, photos, and any other pertinent information along with the rules/violation(s) involved.

*Tuscany code enforcement / management personnel have absolute authority to enforce these rules and request recreation/guest tags at any time. And ask names and unit number. Refusing could lead to a fine and removal from area.*

## I. FINES

- A. In enacting the rules, while it is our hope that each Resident will agree with, embrace and conduct themselves in accordance with the rules, we are mindful of the fact that some will break, or fail to follow a rule either through ignorance or a conscious decision not to abide. For that reason, we have enacted a system of FINES for failure to comply with a rule, or for repeated violations. FINE amounts are listed after appropriate rule.
- B. Unit Owners who lease their Unit(s) are totally responsible for their lessee's actions and may be FINED for their tenant's indiscretions. It is YOUR responsibility to give your tenants a copy of the Rules and Regulations and see they comply.
- C. Residents will be given a fourteen (14) day notice that a FINE will be levied. You are entitled to a hearing with the fining committee. A Resident, who believes he or she was unjustly cited, or who believes there are extenuating circumstances, may appeal the FINE and meet with the fining committee directly.

## II. GENERAL RULES

- A. ANY PERSON WHO VERIFIABLY DISPLAYS MENACING, HARASSING, OR THREATENING BEHAVIOR TO ANY EMPLOYEE, OWNER, RESIDENT, OR VISITOR WITHIN THE TUSCANY AT INNISBROOK CONDOMINIUM ASSOC. COMMUNITY VIOLATIONS SUBJECT TO A \$100 FINE, AND OR CRIMINAL PROSECUTION AS DEFINED IN STATE OF FLORIDA STATUTES.
- B. OWNERS, RESIDENTS AND THEIR GUESTS SHALL AVOID MAKING OR PERMITTING ANY DISTURBANCES ON THE CONDOMINIUM PROPERTY, WHETHER BY HIM/HERSELF, HIS/HER FAMILY, GUESTS, IN-UNIT SERVICE PROVIDERS, OR PERMIT ANYTHING TO BE DONE BY SUCH PERSONS THAT WOULD INTERFERE WITH THE RIGHTS, COMFORTS, OR OTHER INCONVENIENCES OF OTHER OWNERS, RESIDENTS AND THEIR GUESTS. VIOLATIONS SUBJECT TO A \$50 FINE.
- C. OWNERS ASSUME ALL LIABILITY FOR THE ACTS OR OMISSIONS OR RULES VIOLATIONS OF THEIR TENANTS AND OR GUESTS. OWNERS AND/OR THEIR TENANTS MUST ACCOMPANY ALL GUESTS AND SHOW CODE ENFORCEMENT TUSCANY ID WHEN REQUESTED WHEN USING COMMON ELEMENTS AND AMENITIES SUCH AS POOLS, SPA, CLUBHOUSE, EXERCISE ROOMS, THEATER ROOM, BILLIARDS ROOM, TENNIS/PICKLE BALL COURT, BASKETBALL COURT AND PLAYGROUND. ALL POSTED RULES MUST BE ADHERED TO. VIOLATIONS SUBJECT TO \$50 FINE.
- D. SMOKING, VAPING or E-CIGARETTE IS PROHIBITED IN ALL INDOOR AREAS OF THE COMMON ELEMENTS, INCLUDING INSIDE POOL AREA. DISCARDING TOBACCO PRODUCTS FROM LANAIS OR ANYWHERE BUT PROPER DISPOSAL CONTAINERS IS

PROHIBITED. VIOLATIONS SUBJECT TO \$25 FINE. FIRST VIOLATION AND SECOND OR ADDITIONAL VIOLATION \$100 EACH FINE

- E. SOLICITATION IS STRICTLY PROHIBITED ANYWHERE AT TUSCANY AT INNISBROOK. IF YOU ARE APPROACHED BY A SOLICITOR, PLEASE CONTACT THE TUSCANY OFFICE AND REPORT IT.
- F. OWNERS, RESIDENTS AND THEIR GUESTS CAUSING DAMAGE CONDOMINIUM PROPERTY, VIOLATOR SUBJECT TO DAMAGE COST.

### III. PARKING

- A. *ANY VEHICLE PARKING IN A HANDICAP POSTED SPOT WITHOUT AN STATE ISSUED HANDICAP PLACARD OR HANDICAP LICENSE PLATE. VIOLATION SUBJECT TO BE TOWED AWAY AT OWNERS EXPENSE.*
- B. All vehicles must be pulled completely into a parking space. Blocking of walkways, entrances, and garages is not permitted. VIOLATION SUBJECT TO \$25 FINE
- C. Each numbered space is assigned to a "Condominium Unit" and is marked by stenciled "Reserved" signage and Number. "Townhouse Units" (units with attached garages) assigned/ reserved parking spot is their driveway. Parking is not permitted in someone else's "Reserved" space except when written permission by owner is submitted to Property Manager. Any unauthorized vehicle is subject to immediate towing at vehicle owner's or Unit Owner expense.
- D. Unit per Licensed Driver Vehicle Registration Rule. Because on-site parking is limited, the number of registered/allowed vehicles per unit is limited to the number of licensed driver(s) registered and residing in a unit. For example, a unit with two (2) licensed drivers will be able to register two (2) vehicles and will receive two (2) vehicle decals

#### **EXCEPTIONS:**

- a. OWNERS who have lived or owned property at Tuscany prior to August 2020 are "grandfathered," and your current number of vehicles are in compliance.
- b. When a vehicle is sold or removed, owners must comply with the Unit per Licensed Driver Vehicle Registration Rule.
- E. RENTERS who have a lease prior to September 2020 are also "grandfathered" until the ending date of the lease. At the end of the lease renters must comply with the Unit per Licensed Driver Vehicle Registration Rule.
- F. Vehicles without a current license tag, or that are damaged, have broken or missing windows, cannot operate on own its power, or violate the noise ordinances and is deemed a safety hazard are Prohibited on the Condominium Property. Any such vehicle will be towed at the vehicle owner's or Unit Owner expense.

- G. Vehicle repairs/maintenance is prohibited with the exception of emergency repairs. Parking areas/driveways are not to be utilized as a storage area for anything other than motor vehicles. VIOLATION SUBJECT TO \$50 FINE
- H. Unit Owner must vacate assigned reserved space when their unit is rented. They must then secure an alternate parking area for their vehicle. . VIOLATION SUBJECT TO \$25 FINE
- I. Commercial vehicles with advertising, motorcycles, motor scooters, oversized vehicles or vehicles with a “body lift” exceeding 4 inches are NOT permitted to park after 9:00 pm in any parking area on the premises. This includes vehicles with any commercial sign, painted or otherwise and/or visible work equipment (rack, ladders etc.).. VIOLATION SUBJECT TO \$100 FINE
- J. There will be no parking of any vehicle in a “Guest” space for more than five (5) consecutive days. In no event should a guest space be used for overnight parking when a resident has an empty reserved space or driveway available. VIOLATION SUBJECT TO \$50 FINE
- K. **OVERSIZED VEHICLES** - ALL Vehicles MUST be **no greater than 18 feet (216 inches) in length including items that extend beyond vehicle such as hitches, bicycle racks, etc.** Vehicles must “fit” in a parking space and not extend into street or over sidewalks.

**PROHIBITED Vehicles include but are not limited to following:**

1. Ford F250 and F350 and Higher
2. Ram 2500 and 3500 and Higher
3. Chevrolet Silverado 1500 & 2500 and Higher
4. Toyota Tundra
5. Nissan Titan

**Management reserves the right to add additional vehicles as required.**

#### **IV. ANIMALS**

- A. **Animals designated as service, therapy, and emotional support require signed documentation from a medical provider.**
- B. No animals, livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Unit except the usual and ordinary domestic dogs, cats, tropical fish and birds (inside bird cages), which may be kept as household pets within any residential unit provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in the Declaration “unreasonable quantities” shall mean **no more than two (2) pets with a combined weight of 50 lbs., fully grown.** This rule does not apply to service or support animals.
- C. The following dog breeds are **NOT** permitted:
  1. Great Dane
  2. Boxer

3. Wolf hybrid
4. Malamute
5. Husky
6. Bullmastiff
7. Doberman
8. German Shepherd
9. Rottweiler
10. Pit Bull

- D.** *Current license, vaccinations, and weight must be provided for each animal. Once provided, there is an annual \$10 per animal registration fee (except for **service, therapy, and emotional support animal**). Tuscany will provide a Tuscany pet tag. VIOLATION SUBJECT TO \$100 FINE.*
- E.** When outdoors, pets (dogs and cats) must be kept on a leash. Residents are required to pick up after their pets immediately, and dispose of the matter in the designated "Pet Waste Areas" located around the property. *VIOLATION SUBJECT TO \$100 FINE*
- F.** Animals should be kept inside the living element of the Residential Unit and shall not be left unattended on the Unit's SECOND floor balcony or first floor lanai. VIOLATION SUBJECT TO \$100 FINE
- G.** Any resident who permits their pet to be a continual disturbance to other residents or habitually fails to abide by the Rules & Regulations *VIOLATOR SUBJECT TO A \$25 FIRST VIOLATION, \$50 SECOND VIOLATION, \$100 THIRD VIOLATION FINE THE FOURTH VIOLATION* will be asked to permanently remove such pet from the Condominium Property.
- H.** *Guest with animals visiting for more than 7 days must supply the office with a current license, vaccination, and weight for each animal VIOLATOR SUBJECT TO A \$100 FINE.*

## **V. TRASH**

- A.** Refuse and bagged garbage shall be deposited DIRECTLY FROM CONDO UNIT TO COMPACTORS. No trash is to ever be left outside unit. All cardboard boxes must be broken down before placing in compactor. *VIOLATION SUBJECT TO \$50 FINE.*

If the trash compactor is full or broken, do not leave garbage in or around trash compactor. Use the trash compactor on the opposite side of the community. *VIOLATION SUBJECT TO \$100 FINE.*

- B.** Disposal of large items including furniture, appliances, mattresses, construction materials, etc. are the responsibility of the resident. Large items are not to be put in compactor or left in front of the compactor. For the health and beauty of our community no garbage whatsoever may be left outside of the Dumpster. *VIOLATION SUBJECT TO \$100 FINE.*

## VI. OUTDOOR GRILLS

- A. The use of, or storage of gas-fired grills is prohibited. This includes propane tank use and storage, as well as propane grills and charcoal grills. **ELECTRIC GRILLS ONLY ARE PERMITTED IN CONDOMINIUMS (TOWNHOUSES) WITH ATTACHED GARAGES AND MUST BE USED FURTHER THAN TEN FEET FROM ANY BUILDING.** No grilling is allowed on lanais or balconies. *VIOLATION SUBJECT TO \$100 FINE*
- B. Gas and charcoal grilling are allowed only at designated permanent installed gas and charcoal grills (north and south pool picnic table areas and playground picnic table). *No gas or charcoal grills allowed anywhere else on property. VIOLATION SUBJECT TO \$100 FINE*

## VII. INDIVIDUAL UNITS:

- A. **Contractors and cleaning services are not** permitted to work on weekends except for emergency repairs. Work is permitted Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m. Please notify your Contractor of this rule in advance.
- B. **Movers and furniture deliveries are permitted to work on weekends.** Work is permitted Monday through Sunday between the hours of 8:00 a.m. to 7:00 p.m. *Moving vans or storage container cannot be parked overnight without prior approval from property manager's office.* **VIOLATOR SUBJECT TO A \$50 FINE Please notify your movers and furniture delivery of this rule in advance.**
- C. The personal property of all Residents shall be stored within their personal Condominium Units or assigned storage areas. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE.*
- D. Exterior condominium doors must not be blocked or otherwise left open. Screens or storm doors may be installed. The Board of Directors has approved screen/storm doors to be installed in **Brown** color only. See Architectural Review documents for model numbers that have been approved. No other color is permitted. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION .FINE*
- E. No Resident shall allow anything whatsoever to fall from the windows, balcony/lanai or doors of the premises; nor shall he/she sweeps or throw from the premises any dirt or other substance into any halls, balconies or elsewhere in the building or upon the grounds *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE.*



- F. No wind chimes shall be placed in balcony, lanai, or front entrance areas. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE.*
- G. Furniture and furnishings on SECOND floor balconies and first floor lanais must be outdoor type, lanai style only. Storage of any other type in *this area is not permitted, including but not limited to pool apparatus, toys or bicycles.* *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE.*
- H. The United States flag may be respectfully displayed. Additionally, a flag of the military branches may also be displayed on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day. *No other flags can be displayed. VIOLATOR SUBJECT TO A WRITTEN WARNING, FIRST VIOLATION, \$25 SECOND VIOLATION \$50 THIRD VIOLATION FINE.*
- I. Nothing else, including but not limited to radio or television aerials or antennas, signs, notices, advertisements, awnings, curtains, shades, window guards, light reflective materials, ventilators, fans or air conditioning devices or other items shall be displayed, inscribed, painted, attached, or affixed to the exterior of any Unit without the prior written consent of the Association. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE.*
- J. **No Realtor signs or For Sale or Lease signs allowed and No Open Houses are allowed.** *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE*
- K. No window shutters will be permitted.
- L. The exterior appearance of all window coverings shall be **WHITE** in color. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION. FINE*
- M. Holiday decorations may be tastefully displayed during the appropriate holiday season *maximum 30 days before the holiday* and must remove within two (2) weeks following the holiday. Recognized holidays and types of decorations are at the sole discretion of the Board of Directors. *VIOLATOR SUBJECT TO A WRITTEN WARNING, FIRST VIOLATION, \$25 SECOND VIOLATION FINE.*
- N. No Resident shall make or permit any disturbing noises in the building that will interfere with the rights, comfort or convenience of other Residents. Accordingly, no Resident shall play any musical instrument or operate a stereo, television, radio and sound amplifier in his/her Unit in such a manner as to disturb or annoy other occupants of the Condominium building. All Residents shall limit noises to a level that does not disturb or annoy neighbors who may be asleep between the hours of **10:00pm and 8:00am** of the following day. No Resident shall conduct, or permit to be conducted, vocal or instrumental instruction at any time. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION. FINE*

- O. All Unit owners must utilize a key lock on their front entry door. Every unit owner is mandated to provide the Association with a duplicate key to their Unit. In the event that the Unit owner fails to supply a duplicate key, and entry to the Unit by the Association is necessary as permitted in accordance with the Declarations, Articles, By-Laws or these Regulations, the Unit owner, not the Association, shall be responsible for any expense's incidental to a forced entry into the Unit. The agents of the Association, and any contractor or workman authorized by the Association, may enter any Unit with proper 24-hour notice (Unless it is an Emergency) at any reasonable hour of the day for any purpose permitted under the terms of the Declaration of condominium or By-Laws of the Association. Entry will only be made after pre-arrangement with the respective Unit owner or occupant of the Condominium Unit. Nothing herein shall relieve the Association of its duty of ordinary care in performance of its responsibilities, or from its negligence or willful activities that caused damage to a Unit owner's property. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE PLUS, DAMAGE COST to ENTER UNIT.*
- P. No interior of a Condominium Unit shall be altered in any manner as such may have an effect on the structural elements of the building or its electrical, mechanical, plumbing or air conditioning systems or on any of the Common or Limited common elements without the prior written consent of the Association, except that, to the extent of the law. *VIOLATION SUBJECT TO A \$100 FINE PLUS THE REPAIR COST INCURRED BT THE ASSOCIATION*
- Q. *Due to load bearing and noise issues, approval from the Board of Directors must be obtained for the following trades: Floor Replacement (for approval of underlayment/padding), Plumbing, Electrical, Structural and Air Condition Replacement. Required in both first and SECOND floor units **An Tuscanly at Innisbrook Architectural Review Package Document (ARC) must be completed and include samples and/or specifications of materials and be filled out and approved before any work can start.***  
*The complete and updated Architectural document is available on the Tuscanly at Innisbrook website. The written consent of the Association is the approval of the Tuscanly at Innisbrook Architectural Review Package Document.*  
**DO NOT PURCHASE ANY MATERIAL UNTIL ARCHITECHTURAL REVIEW IS APPROVED.** *VIOLATOR SUBJECT TO A \$100 FINE and may require removal of the work installed.*
- R. *No sideway or driveway art (Paint or chalk) allow on any surface. VIOLATOR SUBJECT TO A WRITTEN WARNING, FIRST VIOLATION , \$25 SECOND VIOLATION, \$50 THIRD VIOLATION FINE*
- S. *All water intrusion (Roof or water pipe leaks) must be reported to the property manager immediately by the unit owner. Renter must report roof or water pipe leaks immediately to their owner so that the leak can be investigated.*

## VIII. COMMON AREAS:

- A. The sidewalks, entrances, passages (if applicable), vestibules, stairways, corridors, halls and all of the Common elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any strollers, bicycles, shopping carts, chairs, benches, tables or any other object of a similar type and nature be stored therein. Residents shall not play or loiter in breezeways or stairways. For security purposes, all doors leading from the buildings to the outside or stairways shall be closed at all times and shall not be blocked open. Any exception to this rule requires approval by the Board of Directors. *VIOLATOR SUBJECT TO A WRITTEN WARNING, SECOND VIOLATION \$25, THIRD VIOLATION, \$50 FINE,*
- B. No garbage cans, supplies, water bottles or other articles shall be placed in the breezeways, or on staircase landings nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles, be shaken or hung from any of the windows, doors or balconies/lanais, or exposed on any part of the Common elements, driveways or parking areas. Fire exits shall not be obstructed in any manner and the Common elements shall be kept free and clear of garbage, debris, cigarette butts and other unsightly material. *VIOLATOR SUBJECT TO A WRITTEN WARNING,\$25, SECOND VIOLATION, \$50 THIRD VIOLATION FINE*
- C. No bicycles, strollers, toys, or other personal articles shall be permitted to stand in breezeways, stairways or driveways, Common Elements or Limited Common Elements. Bicycles shall only be stored within individual units, garages, or designated bicycle racks. *VIOLATOR SUBJECT TO A WRITTEN WARNING FIRST VIOLATION \$25 SECOND VIOLATION, \$50 THIRD VIOLATION FINE.*
- D. Bicycles, strollers, toys or other personal items left abandoned over 30 days. Management reserves right to remove.
- E. The exterior of the Condominium Units and all other exterior areas appurtenant to a Condominium Unit, including, but not limited to, SECOND floor balconies/first floor lanai walls, railings, ceiling or doors, shall not be painted or MODIFIY by a Resident in any manner without the prior written consent of the Association. *VIOLATOR SUBJECT TO A WRITTEN WARNING FIRST VIOLATION \$25 SECOND VIOLATION, \$50 THIRD VIOLATION \$100 FINE*
- F. Rules and Regulations as to the use of Recreational facilities shall be posted and each Resident shall observe all Rules and Regulations. Two (2) Recreation Passes have been issued to each Unit Owner. A guest cannot use any of the association facilities unless accompanied by a Resident. Each Recreation Pass is good for one resident and two guests. Recreation Passes must be taken to recreational facilities and presented to management/code enforcement upon request. If Unit is sold, Recreation Passes must be transferred to new owner. *VIOLATOR SUBJECT TO A \$25 FIRST VIOLATION, \$50 SECOND VIOLATION, \$100 THIRD VIOLATION FINE **Subsequent offenses may result in Resident being suspended from recreation areas***

- G.** Unit Owners are responsible for any damages to the Common Elements or Limited Common Elements caused by themselves, their family, guests, invitees, servants, lessees, and persons who are on the Condominium Property because of such owner. This shall include pets that may cause damage. *VIOLATOR SUBJECT TO A \$50 FIRST VIOLATION, \$100 SECOND VIOLATION FINE*
- H.** Speeding is not permitted on Tuscany streets. Speed Limit is 11 MPH. Speed Limit and all State of Florida Driving Laws will be enforced. *VIOLATOR SUBJECT TO A \$100 FINE*
- I.** Skateboards and scooters are NOT permitted in streets, parking areas or sidewalks. *VIOLATOR SUBJECT TO A WRITTEN WARNING FIRST VIOLATION, \$25 SECOND VIOLATION, \$50 THIRD VIOLATION FINE*
- J.** Children are NOT permitted to play in streets or parking areas. *VIOLATOR SUBJECT TO A WRITTEN WARNING FIRST VIOLATION, \$25 SECOND VIOLATION, \$50 THIRD VIOLATION FINE*

**IX. ALL CONDOMINIUM PROPERTY:**

- A.** Restrooms and other water apparatus and plumbing facilities on the condominium property shall not be used for any purpose other than those for which they were constructed. Any damages resulting from the misuse of any such items in the condominium unit or elsewhere shall be paid for by the Unit Owner in whose family, guest; invitee, servant, lessee, or other person who is on the Condominium property pursuant to the request of the Unit Owner shall have caused such damage. *VIOLATOR SUBJECT TO A \$100 FINE. PLUS, ANY DAMAGES*
- B.** No flammable, combustible, or explosive fluid, chemical or substance shall be kept in any Unit or Limited Common Element assigned thereto or storage area, except as are required for normal household use. *VIOLATION SUBJECT TO \$100 FINE*
- C.** Condominium Unit shall be used for purposes consistent with applicable Zoning Laws. No trade, business, profession or other type of commercial activity may be conducted in or from any Tuscany property including but not limited to Condominium Units, garages, Common Elements or Limited Common Elements. *VIOLATION SUBJECT TO \$100 FINE*
- D.** A Resident shall not permit or suffer anything to be done or kept in his Condominium Unit which will increase the insurance rates of his Unit, the Common Elements, or any portion of the Condominium property, or which will obstruct or interfere with the rights of other Residents of the Association. *VIOLATION SUBJECT TO \$100 FINE*

**X. LEASES / RENTAL UNITS:**

- A.** *A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.*
- B.** Any Unit Owner desiring to rent or lease his/her unit is required to apply with the Property Manager. All renters must complete the Application provided by the Association and pay the appropriate Application Fee. All rental agreements must be sent to the office at least 7 days in advance of arrival pursuant to Section 18.36 of the Declarations. Once approved, new tenants are to meet with the Property Manager to go over all rules and schedule a move in time. *Failure to complete a **timely** application will result in a FINE of \$100 per day, up to the maximum amount of \$1,000.00. VIOLATION SUBJECT TO \$100 FINE per Day.*
- C.** There will be no time-sharing of units. A lease must be at least three (3) months or more according to the Tuscany Documents VIOLATION SUBJECT TO \$100 FINE
- D.** *Unit Owner must supply the Property Manager or their representative a copy of the updated lease including any changes to names and when the updated lease will expire. VIOLATOR SUBJECT TO A \$100 Fine*
- E.** *Only names on the lease will be consider resident. Owners or resident are not allowed to lease / rent only a room / rooms in their unit VIOLATOR SUBJECT TO A \$100 Fine*

**XI. RESIDENT MOVING-IN & OUT REQUIREMENTS:**

- A.** All new residents must schedule a moving in time with the property manager. Moving In must be done between the hours of 8:00 am and 7:00 pm, Monday through Sunday. **VIOLATION SUBJECT TO \$100 FINE will be assessed against the Owner for residents performing an unscheduled move.** Additionally, anyone performing an unscheduled move may be denied move-in rights.
- B.** The day after the tenant or owner moves out, the vehicle entry pass will be de-activated and the name will be removed from the visitor call box.
- C.** After the tenant or owner moves out, they are no longer allowed to use any of the Tuscany at Innisbrook amenities unless they are a guest of a resident of Tuscany at Innisbrook.
- D.** *Before owner or tenant move out, they must return Recreation Passes back to office*

- E. **The complete and updated new resident moving in and out requirements can be found on the Tuscany at Innisbrook web site**  
**<https://tuscanyatinnisbrook.connectresident.com/>**

## **XII. BICYCLES**

- A. All bicycles using a bike rack must be registered at the office and have a Tuscany at Innisbrook ID tag on the bike.
- B. If a bicycle owner will not be here for more than 30 days, bicycles must be put in the resident's unit or their garage.

## **XIII. POOL RULES:**

- A. No Life Guard on Duty Use these facilities at your own risk
- B. Enjoy yourselves & be courteous to others
- C. Pool hours are 8am to 10pm
- D. No diapers in the pool. Children not toilet trained must wear approved water proof pants over diapers. Disposable diapers are not allowed. Swim diapers only.
- E. Children under 16 may not swim or use the pool areas unless supervised by their accompanying adult.
- F. Cover ups and footwear are required in all common areas. A towel does not constitute a cover up.
- G. When in beach attire at either pool, all chairs and lounges must be covered with a towel before use.
- H. No reserving or saving of chaise lounges, chairs or tables. When leaving the pool area for over thirty (30) minutes all personal belongings including towels, beach bags, toys etc. must be removed from the pool area.
- I. Shower before entering the pool.
- J. Chaise lounges and chairs are not to be removed from the pool area.
- K. Running, horseplay, climbing rocks, ball or Frisbee playing, or other noisy activities are not permitted in or near pool area. Parents are responsible for the behavior of their children.

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- L. Please limit the use of floating devices, and pool toys to times when the pool is not crowded. Floating devices etc. are not to be left unattended in the pool.
- M. No music devices are permitted without earphones.
- N. Pets are not permitted in pool areas, even if carried (*except for service, therapy, and emotional support animal*).
- O. *NO ALCOHOLIC OR NON-ALCOHOLIC DRINKS IN GLASS OR CANS CONTAINERS. NO GLASSWARE OR CANS OF ANY KIND. ONLY NON- BREAKABLE PLASTIC CONTAINERS ARE ALLOWED*
- O. No drunken, loud, disrespectful or boisterous behavior will be allowed.
- P. No Smoking, *E-Cigarette or Vaping* in pool area.
- Q. Small coolers are permitted on the condition they are subject to inspection.
- R. No diving into the pool.
- S. Each Recreation Pass is good for one resident and (2) guests. A guest cannot use any of the association facilities unless accompanied by a Resident.
- T. Tuscany code enforcement /management personnel have absolute authority to enforce these rules and request recreation/guest tags at any time.

***FINES – All pool violations are \$25 for 1<sup>st</sup> offense. 2<sup>nd</sup> offense is \$50. 3<sup>rd</sup> offense is \$100. Subsequent offenses may result in Resident being suspended from pool areas.***