

TUSCANY COVE
HOMEOWNERS ASSOCIATION, INC.
www.tuscanycove.org

Telephone (239) 348-9650
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Community Information Channel
195

Pool Hours

Monday-Sunday: DUSK to DAWN

Clubhouse Hours of Operation

Monday – Sunday 8am – 10 pm

Clubhouse Staff

Property Manager: David Givney CAM
Dgivney@kwpropertymanagement.com

Office hours are 8:00 a.m. to 4:00 p.m.
Monday through Friday

TUSCANY COVE MASTER PROPERTY OWNERS ASSOCIATION

RULES AND REGULATIONS

NOTE: The numbers at the end of each paragraph refer to (1) Declaration of Neighborhood Covenants, (2) Articles of Incorporation or (3) By-Laws.

The Rules and Regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors of the Association and shall apply to and be binding upon all owners, their families, guests, lessees, and licensees. Owners shall see that all Rules and Regulations are faithfully observed by their families, guests, licensees, invitees, lessees and persons over whom they exercise control and supervision. Said Rules and Regulations are the following:

OCCUPANCY OF PARCEL

1. Occupancy of Living Parcel when owner is in residence. When the owner is in residence, a living parcel may be occupied by the owner, his family, guests, without limitation, except that the maximum number of permanent residents who may occupy any parcel, regardless of size, at one time, is six (6) persons. A "permanent resident" is any natural person who is physically present in a parcel for longer than thirty (30) days in any calendar year. There are no age restrictions. Permanent residents need not be related to each other.
 - a. The same occupancy requirements apply to a living parcel being occupied by a member of the owner's family where the owner is not in residence and no remuneration of any kind is being charged or received.
 - b. Any occupancy allowed by owner of any unit for which owner receives any remuneration shall be deemed a lease subject to the requirements stated herein.
2. Occupancy of parcel when owner is not in residence. An owner may allow friends or business associates to occupy his parcel in his absence on not more than three (3) occasions each calendar year, provided that no single occasion of occupancy exceeds sixty (60) consecutive days, nor may the total of all three occasions exceed ninety (90) days in any twelve-month period. The owner must register all such guests with the Management Company in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The owner is responsible for the conduct of his guests. No more than six (6) overnight occupants are allowed at any time.
3. A parcel shall not be leased for periods less than sixty (60) days, nor more than two (2) times a year and for a period of no longer than twelve months (1 year). All rentals must be approved by the Board of Directors or its designees. The following are restrictions and conditions: [X, 10.18]
 - a. Applications and Leases will be denied for approval by the Board of Directors or its designees, if an owner is delinquent on their Homeowner Association dues.

- b. In accordance with Florida Statutes owners should be aware that any owner that has leased property and has become delinquent in the payment of assessments, then the Association has the right to contact the Lessee and request direct payment to the Association. In the event that direct payment is not secured then the Association has the right to apply for an Eviction Order.
 - c. The application and lease must be written and a fully executed copy must be provided to the Management Company not less than thirty (30) days before the beginning of the lease term, together with a **\$135.00** application fee made payable to Tuscan Cove Master POA which includes a required background check. Failure to submit proper application without the written approval of the Board of Directors or its' designee, and pay fees, may result in the eviction of the occupant.
 - d. No more than six (6) overnight occupants are allowed. No subleasing or assignment of a leased right is allowed. Co-habitation of more than two (2) unrelated families in a leased property is not allowed without prior written approval of the Board of Directors.
 - e. The Board of Directors or its designee requires a written form for all renewals of yearly leases. This request must be made thirty (30) days before the expiration of the initial lease. If proper lease and renewal application has not been received within the specified time period, it will be treated as a new application and the proper fees and background check forms will need to be submitted.
 - f. Failure to submit proper renewal applications without the written approval of the Board of Directors or its' designee, and pay fees, may result in the eviction of the occupant.
 - g. Renewal of any lease that has been in good standing with the Association within a period of one (1) year prior to the renewal date may be renewed at a fee of **\$85.00**. The owner must submit a signed copy of the lease renewal and the fee within thirty (30) days prior to the expiration of the old lease. If not provided, the lease will be subject to the requirements of a new lease application.
 - h. The lessee or occupant who does not abide by the Declaration, By-Laws, Rules and Regulations, and has violated any of the aforementioned covenants, and was duly notified by Management of the infractions, shall not have the Board of Directors' approval for a lease renewal unless they have conformed.
 - i. Lessee may not have pets without owner's written permission and per the written approval of the Board of Directors or its' designee.
4. The use of a parcel may not generate more traffic than would normally be experienced at a residence. Traveling to and from the residence by employees of a business operated there from, who are not residing at the subject address, as well as by customers or clients of the home occupations, is prohibited. The utilization of a residence as a place where employees or customers of the business operated as a home occupation meet in preparation for travel to some other destination and any parking of vehicles associated with this activity is prohibited. [2.6.20.1.2 County Code, X, 10.31]

RESIDENTS SHALL NOT DIRECT EMPLOYEES

5. Parcel owners or residents who are not Board members, shall not direct, supervise, or in any manner attempt to assert any control over the employees of the Association or the Management Company.

TRASH AND RECYCLE BINS

6. Trash and recycle bins must be placed in approved Waste Management containers and stored inside the garage except on specified pick-up days. Owners and lessees are responsible for placing the bins out no earlier than **6 pm** the evening before pick-up and the prompt removal of the waste containers from the street, driveway or sidewalk by the night of pick-up and are responsible for removing any trash which was left.

GARAGE DOORS

7. All garage doors shall be kept closed at all times except when needed to be left open for ingress and egress to the garage.

DISTURBING NOISES

8. No occupant shall make or permit any disturbing noise in the building by any person or permit anything by such persons that will interfere with the rights, comforts, or convenience of the other parcel owners. No parcel owner shall play upon or suffer to be played upon any musical instrument, or operate a CD or tape player, television, radio or sound amplifier in his parcel, in such a manner as to disturb or annoy other occupants of the Association. All parties shall lower their volume by 10:00 p.m. in accordance with Collier County ordinance.

REAL ESTATE SIGNS

9. No sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the parcels or Association property. No Real estate “for sale” signs are allowed except for the day of an Open House and then has to promptly be removed at **5 pm** that day. This “for sale” sign shall be no larger than two feet **(2)** by two feet **(2)** in size and must have written approval by the Board of Directors or its’ designee. They must meet the design standards, including size, color, and placement specifications provided by the Board. Real estate signs shall be located in the mulched area beside the garage door of the unit being sold. Only one **(1)** sign per house. Open houses shall be held on Saturday and Sunday only. Saturday open houses may be from **10:00 am to 5:00 pm**. Sunday open house hours may be from **1:00 pm to 5:00 pm**. Signs for the open house may be placed the day of the open house and must be removed each day when finished. Security signs are permitted.

ADDITIONS OR ALTERATIONS

10. No additions or alterations to the exterior of the building that would alter the appearance can be made without the prior written approval of the Board of Directors. Specification for screen doors, hurricane shutters, screened patios or any of the above additions must be submitted in writing with a copy of the quote and specifications and must be approved by the Board of Directors prior to purchase and installation. [XI, 11.08]
11. All lanais shall always be kept in an orderly condition. No clothes lines are permitted. Covering of screens must be approved by the ARC and cannot be taller than six (6) feet in height. Colors should be in accordance with architectural specifications. There shall be no attachments or alterations without prior approval from the ARC.

HAZARDOUS MATERIAL

12. No on-premises use or storage of any hazardous material shall be kept in such an amount as to be potentially dangerous to persons or property outside the confines of the home occupation. [2.6.20.1.7 County Code, X, 10.19]

ABSENT RESIDENTS

13. Each owner or occupant who plans to be absent from his parcel **30** days or more or during the hurricane season (**June 1st to December 1st**) must prepare his parcel prior to departure by:
- a. Removing all furniture, plants, and other objects from the screened porch or lanai except those with approved hurricane shutters.
 - b. Designating a responsible firm or individual to care for his parcel should the parcel suffer hurricane damage and furnishing the Association with the name of such firm or individual. Such firm or individual shall contact the Association for clearance to do any repairs or remove any damaged portions of the parcel. The Association takes no responsibility for damage caused to an individual parcel.

FREE STANDING APPARATUS

14. No basketball or any other type of free-standing apparatus shall be permitted on parcel premises. No tents or temporary structures shall be permitted anywhere on Tuscany Cove property without prior approval from the Board. [X., 10.34]

MAILBOXES

15. No permanent letters, numbers, or decor of any kind may be placed on mailboxes other than those installed by the association. Mailboxes are to be maintained at owners' expense and must conform to community appearance and/or architectural design. [X., 10.12]

ANTENNAS AND SATELLITE DISHES

16. No antenna, satellite dishes or any other aerial devise shall be installed on the roof, exterior walls, or viewed from the front elevation of the building parcel and requires written approval by the Board of Directors or its' designee. Any illegal installation is subject to removal without notice and at the cost of the owner for whose benefit the installation was made. Satellite dishes and antennas shall not be affixed to a post or pole on any portion of the common element grounds and/or lot. Additionally, satellite dishes must be attached to the structure of the home.

FLAGS AND BANNERS

17. No flags, banners, windsocks or other type items are to be installed or displayed on the exterior of the dwelling parcel. The only exception to this rule is the American Flag, the State of Florida Flag, and an Armed Forces or POW Flag. These Flags may be displayed from a dwelling parcel. They must be of the standard size of 3' by 5' or less. Holiday decorations cannot be displayed more than thirty (**30**) days before said holiday and must be removed within fourteen (**14**) days after said holiday.

TRANSFER OF PARCEL

18. A transfer of a lot or dwelling parcel shall comply with the Declarations of Covenants, Restrictions, and Easements for Tuscany Cove. The transfer fee is two hundred fifty dollars (**\$250**).

MAINTENANCE FEES

19. Payments of quarterly maintenance fees shall be paid in U.S. currency to Tuscany Cove Master POA. Payments apply to all owners whether by original purchase or resale of the parcel.
20. Assessments shall be paid quarterly and are due on the first day of every quarter of the calendar year. Assessments will be considered late if not received on or before the thirtieth (**30th**) after the due date. A late fee of twenty-five dollars (**\$25**) shall be added. Interest charges of eighteen percent (**18%**) per annum will be applied to the unpaid balance, commencing from the due date. Assessments not paid are subject to lien.

CERTIFICATION AND APPROVALS

21. Certification and approval for sale or rental will not be issued when a lien is outstanding or an account is delinquent.

ELIGIBILITY

22. Anyone with outstanding fines or delinquent maintenance fees is not eligible to be a candidate for office in any election or serve on any committee or be eligible for voting in Association business, and is subject to loss of amenity privileges.
23. Anyone receiving violation letters and not taking corrective action within fourteen (**14**) days after receiving said notification of violation is subject to a fine and loss of amenity privileges.

VEHICLES and PARKING

1. Speed zones within the Community are at **15 mph** and will be strictly enforced for safety reasons.
2. The parking lot at the clubhouse and pool area is to be used only by those using said clubhouse and pool at the time. Overnight parking is permitted in this area, if needed, to comply with the limitations to overnight parking established by the Community. An Association parking pass is needed for extended and specified period of time and with written approval from the Board of Directors, or its' designee.
3. No unlicensed vehicles are to be operated in Tuscany Cove, i.e. motorized skateboards, scooters, mopeds or the like, any four wheel terrain vehicles, and/or golf carts.
4. Unsightly, unlicensed, expired license or inoperative vehicles must be garaged. Vehicles displaying commercial signs and advertising, or loaded inside with merchandise or equipment, unless actively and currently providing a service, are not permitted. Vehicle with any signs must be covered with a magnet of like vehicle color and window signs must be covered. [X, 10.03]
5. Commercial trucks and trailers are permitted on the premises of the Association only to make deliveries or perform services for occupants. Upon completion of these services, they must leave the property. No truck over three quarters (**3/4**) ton capacity is allowed on the premises on a permanent basis. [X, 10.03]

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6. No boats or trailers, campers, motor homes, house trailers or trailers of every other description, recreational vehicles, or golf carts shall not be permitted to be parked or to be stored except within enclosed garages unless there is written approval by the Board of Directors or its' designees and only at a specified location with a limitation on time and with the Association's temporary parking pass.
7. Maintenance of vehicles outside the garage is prohibited.
8. Washing and cleaning of personal automobiles is permitted in the front of a parcel's garage. Boats may not be washed in front of a parcel's garage.
9. Owners, lessees, or guests are allowed to park their vehicle in the street until midnight. But not in front of mailboxes until US Mail has been delivered. No overnight parking on streets is allowed. One (1) to three (3) hours overflow parking is permitted.
10. Parking is not permitted on the grass or across sidewalks. If found in violation and the result is broken sprinkler head(s) in the front of their homes, the owner will be responsible for replacement cost. Parking on grass is not permitted on any Association common area.
11. No parking is permitted anywhere near or around the common area islands, in front of, on the designated striped decal areas, or any unauthorized place. Violation will be subject to immediate towing of vehicles at the vehicle owner's expense.

LAKES

1. Fishing in the lakes is limited to homeowners, lessees and their guests. Lakefront homeowners, registered lessees and their guests may fish in back of their own parcels only. All other homeowners, lessees, and guests may fish at the designated common area behind the Clubhouse. All fishing is on a catch-and-release basis only.
2. No swimming, boating, or floating devices of any kind are permitted in any of the lakes.
3. There shall be no disposing of refuse, dog litter, cigarette butts, rubbish, or chemicals of any kind into the lakes or into any drain since all drains flow into the lakes.

ANIMALS

1. No animals, livestock, or poultry of any kind shall be raised, bred, or kept in any dwelling parcel or common areas. However, owners and lessees are allowed 2 dogs and 2 cats and other small common household pets may be kept in dwelling parcels as long as they are not kept, bred, or maintained for commercial purposes.
2. Pets are not to be left unattended on lanai areas or such places where barking or other noises are objectionable to other persons.
3. All animals must be on a controlled leash when outside. When walking dogs, owners, or attendees will

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clean up after animals and the feces shall be properly disposed of in a waste container. If such cleanup is not done or in the proper manner by the animal's owner or attendee, a letter will be sent and a fine may be levied against the homeowner by the Association up to one hundred dollars (\$100) per day, not to exceed one thousand dollars (\$1,000). [X, 10.13]

4. If the Association determines that any pet is a nuisance, a letter will be sent and a fine may be levied against the homeowner by the Association up to one hundred dollars (\$100) per day, not to exceed one thousand dollars (\$1,000) and the occupant will remove the pet from its' dwelling parcel.

SWIMMING POOL RULES

Pool rules are covered by the Florida Statute **64E-9** and are regulated by County and State Health Departments. Additional rules may be posted in the pool area on the bulletin board.

1. The pools/spa may be used between **dawn and dusk only**.
2. Swimming pools and spa use is for qualified homeowners who are up-to-date on their HOA dues, any fines paid, their guests, lessees whose Lease and or Renewal has been properly filed, fees paid and has been approved by the Board of Directors or its' designated parties.
3. Seven (7) or less guests per home are allowed at the pool or pool areas to conform in accordance with the Tuscany Cove Master POA Rules and Regulations.
4. Persons who are diapered or not toilet trained are not allowed in the pool, except if wearing specially designed watertight and leak-proof pants such as "Little Swimmers" or the equivalent. Users must immediately report to the Board of Directors and/or Management Company any fecal contamination.
5. No life guards are provided and **ALL PERSONS SWIM AT THEIR OWN RISK.**
6. A shower is required by the Florida State Board of Health before entering the pool. All suntan oils must be removed before re-entering pool. When suntan oils, lotions, or creams are used, an underlying towel must be spread to protect the poolside furniture. The furniture must not be moved from the pool areas.
7. In accordance with County and State Regulations, no pool furniture, food, or drink shall be permitted within 4 feet of the pool. In accordance with Tuscany Cove Master POA Rules & Regulations, no food or glass containers shall be permitted anywhere on the entire pool deck except for special functions approved by the Board of Directors and Food is allowed only in the screened lanai area, tables on pool deck, and at the picnic tables by the playground area, providing clean-up is immediate after use and trash is placed in the provided waste receptacles.
8. Toys and unauthorized floating devices are not permitted in the pool/spa. Noodles and PFD for children are permitted. Any skateboards, roller skates, scooters, bicycles or like items are not allowed in the pool areas or the clubhouse. Bicycle racks are available for such use at the (2) driveway entrances to the Clubhouse amenities.
9. Pool furniture must be returned to its original location, umbrellas must be secured and pool furniture used must be wiped down before leaving the pool area
10. No diving, jumping, running or horseplay is permitted in the pool/spa areas.

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11. No animals are permitted in the pool areas or clubhouse except for seeing-eye dogs or other similar medically required animals. No animals are allowed in the pool itself.
12. Maximum pool and spa load will be posted and must be adhered to at all times.
13. No music or similar media playing devices are to be used pools/spa, unless earphones are used.
14. During lightning and or thunderstorms, the pools/spa and pool areas must be vacated immediately.
15. All pool gates are to be securely closed at all times.
16. Persons under fourteen (**14**) years of age must be accompanied by an adult resident in the pools/spa and pool areas and will strictly enforced.
17. Smoking is permitted in designated areas only.
18. Pools/spa users must wear standard swimming attire. No cut-off jeans, trousers or other forms of clothing are permitted. Users of the pools/spa are required to wear some type of covering between the pool and their home, such as a robe, beach jacket, or top. Shoes or sandals are also required.
19. Instructors are permitted provided they provide a license or credentials and insurance to the manager. For Association functions the vendor will require Manager or Board of Directors approval.

Repeated violations of these rules are subject to denial of access to the Swimming Pool areas.

The Association is not responsible for loss, damage or theft of personal items brought to the pool areas.

The Association shall not be responsible for any personal injury.

Any activities not covered by the above should be cleared by the Board of Directors.

TENNIS COURT RULES & REGULATIONS

*** Hours: 8:00 am to 10:00 pm**

• Entrance to Courts

1. Only owners, member of their families (staying as house guests), or registered lessees are permitted to use the Tennis Courts.
2. Court usage is on a first come, first served basis.
3. Gates must be in the locked position at all times.
4. Children under **10** years of age are allowed on courts if actively engaged in playing Tennis and are supervised by an adult **over 18**. However, they are not permitted to play any time unless both courts are vacant.
5. Time allowance is **1** hour for singles, and only **1**^{1/2} hours for doubles unless no one is waiting.
6. Players are to vacate the courts promptly upon completion of game, unless no other players are waiting.

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Waiting players may not enter courts until prior players have completed their required time limit.

- **Lights**

1. Players using courts at night must turn off the lights after use unless others are waiting to play and should shut the gates.

- **Attire**

1. Tennis type clothing must be worn. Men must wear sleeved shirts. Bathing suits, cover-ups, and naked torsos are not permitted. ONLY TENNIS COURT SHOES are allowed. No running, walking, athletic, or street shoes are allowed; these shoes damage the court surface and increase maintenance costs.
2. All players must identify themselves and must provide proof of right to be on the courts at any time when requested by the Board of Directors, the Management Company or Security personnel.
3. Instructors are permitted provided they provide a license or credentials and insurance to the manager. For Association functions the vendor will require Board of Directors approval.
4. No food, alcohol or glass allowed anywhere on the courts.
5. No skateboards, scooters, bicycles, rollerblades or like items are allowed on the Tennis Courts.
6. No smoking allowed anywhere on the courts.
7. Tennis court restrooms are located across the parking lot at the Clubhouse.

Repeated violations of these rules are subject to denial of access to the Tennis Court area.

The Association is not responsible for loss, damage or theft of personal items brought to the tennis area.

The Association shall not be responsible for any personal injury.

Any activities not covered by the above should be cleared by the Board of Directors.

FITNESS CENTER/WORK-OUT RULES & REGULATIONS

Hours: Unlimited access.

1. **Exercise at your own risk. The Association shall not be responsible for any personal injury.**
2. No one under **15** years of age is allowed in the fitness/work-out center. Children 15 to 17 years of age must be supervised by an adult over **18**.
3. Shirt and shoes are required at all times.

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4. Equipment must be wiped down with towel after each use.
5. Equipment maybe used for a maximum of **30** minutes per person, if someone is waiting on that machine.
6. No food or drinks in fitness/work-out center. Water bottles are permitted.
7. Instructors are permitted provided they provide a license or credentials and insurance to the manager. For Association functions the vendor will require Board of Directors approval.
8. No smoking in the fitness/work-out center.
9. No music or similar media playing devices are to be used in the fitness center, unless earphones are used.
10. All lights, fans, and televisions should be turned off upon departure, if no one is in attendance.

Repeated violations of these rules are subject to denial of access to the Fitness/Work-out Center.

The Association is not responsible for loss, damage, or theft of personal items brought into this building.

Any activities not covered in the above should be cleared with the Board of Directors.

PLAYGROUND RULES

Hours: Dawn to dusk.

1. **Play at your own risk. The Association shall not be responsible for any injury sustained at the Playground.**
2. No playing after dark.
3. All children must be supervised at all times.
4. **No children over 10 years of age allowed in the playground area.**
5. Playground capacity is not to exceed **15** children at one time.
6. No food, drink, glass or animals allowed in play area.

The Association is not responsible for loss, damage or theft of personal items brought to the Playground area.

CLUBHOUSE RULES

Hours: 8:00 am — 10:00 pm (Security Alarm is pre-set)

1. Clubhouse facilities are for the recreational use of Tuscany Cove Master POA owners, registered

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lessees, and guests.

2. Children under the age of **18** must be supervised by an adult resident at all times.
3. Costs of repair for damage or destruction attributed to any child under **18** who is not under the supervision of an adult resident at the time of the occurrence, shall be assessed to the owner or lessee allowing the child unattended access.
4. No smoking is allowed in the Clubhouse or in the breezeway lanai.
5. The main room in the Clubhouse, Kitchen, and Conference Room only may be reserved for a non-refundable fee with a security deposit required and is for the exclusive use of an Association member or registered lessee over **21** years of age. Proper submission of required forms two (2) weeks in advance is available through the Management Company, a Board member, or a designated Committee Member. All requests will have written approval by the Board of Directors or its' designated parties on a first-come, first-served basis and dependent on the function and time that is submitted.
6. All functions held in any of the Clubhouse areas that include seven (7) or more guests must be approved by the Board of Directors or its' designated parties.
7. There is a limitation of people allowed at pre-reserved functions of the main room of the Clubhouse, Kitchen, and Conference room. The reserving party will be held responsible for any damages and/or legal responsibilities.
8. All reservations may be no more than **5** hours. During the exclusive reservation the card room, billiards room, media room, fitness center, bathrooms, pools/spa areas, and screened lanai may not be reserved and will remain available for use by residents.
9. The Clubhouse (main large room & kitchen only) can be reserved per approval and a refundable deposit of two hundred fifty dollars (**\$250.00**) is required, along with a non-refundable deposit of one hundred dollars (**\$100.00**). Two (2) separate checks must accompany the reservation request. The two hundred fifty dollar (**\$250.00**) deposit will be refunded, if there is no damage, or missing items and those rooms are left clean and returned to same condition as before the reservation within 15 business days. If damage exceeds the security deposit, the owner will be billed the difference. If not paid, it could become a lien on the owner's property or the owner sued for the damages. There is a limit based on the occupancy guidelines by the Fire Marshall (160) allowed at a function and must end before 10 pm. All trash must be bagged, removed, and placed in the bins provided in the Clubhouse parking lot.
10. The Conference Room only, can be reserved per approval and a refundable deposit of two hundred dollars (**\$200.00**) is required, along with a non-refundable deposit of twenty-five dollars (**\$25.00**). Two (2) separate checks must accompany the reservation request. The two hundred dollar (**\$200.00**) deposit will be refunded if there is no damage, or missing items and the Conference room is left clean and returned to same condition as before the reservation. If damage exceeds the security deposit, the owner/lessee will be billed the difference. If not paid, it could become a lien on the owner's property or the owner sued for the damages. There is a limit of **10** people per reservation and must end before **10 pm**. All trash must be removed and placed in the bins provided in the Clubhouse parking lot. Reservations must be done through the management office and reservations will not be taken until all fees are paid.
11. Youth Lounge can be used for children's events and children's social functions.

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12. An agreement to abide by Tuscany Cove POA Clubhouse Rules and Regulations must be signed by the reserving party.
13. Doors must remain closed at all times. Windows must remain locked at all times.
14. Music in the Clubhouse is limited to playing devices with earphones only, except by prior written approval of the Board of Directors or its' designated parties.
15. No reservations will be granted for the following holidays and all community functions take precedence over any and all reservations. Reservationists must sign up in the management office.

New Year's Eve	Labor Day	New Year's Day	Halloween
St. Patrick's Day	Thanksgiving	Easter	Christmas Eve
Memorial Day	Christmas Day	4 th of July	

Repeated violations of these rules are subject to denial of access to the Clubhouse.

The Association is not responsible for loss, damage or theft of personal items brought to the Clubhouse.

The Association shall not be responsible for any personal injury.

Any activities not covered in the above should be cleared with the Board of Directors.

GROUND, PLANTINGS and MAINTENANCE

1. No plants, trees or shrubs may be planted in the common or preserve areas. The landscaping throughout conforms to a master plan and will be maintained and improved on a uniform basis so as to present a consistent and pleasing appearance that will also allow for proper maintenance. Should plants become unsightly, the Association has the right to remove them.
2. Owners may plant approved bushes or annual flowers within the mulch beds. Flowerbeds behind the lanai are not to exceed thirty-six (36) inches from edge of the cement and vegetation shall not exceed 3 feet in height. No trees may be planted. This excludes all original HOA installed plants.
3. Planting in the area between the tree line around lake and lake itself, is prohibited. No healthy original trees may be removed.
4. All plants that are planted by occupants are their sole responsibility. This includes, but is not limited to, trimming, fertilizing, limbs, and leaf removal, etc. and spraying for insects and pests. The Management Company, or the Board of Directors, after proper notice to the owner/lessee, may remove (or have removed) dead plants at the owner/lessee expense.
5. Planting or placing of any objects on the turf or any common area is prohibited unless there is prior written approval by the ARC.
6. Ornamental lawn items will require prior written approval by the ARC
7. Homeowners shall be responsible and will be held liable for any damage caused to gates, planted areas, common areas or any other Tuscany Cove property by themselves, relatives, friends, guests, or lessees.

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8. Owners leaving for the off-season who have planted annuals must remove said annuals before leaving.
9. Shrubs or plants that vine or cling are allowed but must be maintained below the roof/eave level.

COMPLIANCE AND ENFORCEMENT

The Board of Directors of the Homeowners' Association has the statutory authority to enforce the governing documents and the rules of the Association when a violation occurs. Each individual member of the Association also has the authority to enforce the documents and the Association rules. When seeking enforcement of the documents, the Association or a member may do so in a court action, at law or in equity, and the prevailing party in such enforcement action is entitled to recovery of reasonable attorney's fees and costs of the proceeding. At any time after the filing of a complaint in court, the judge may order the parties to the dispute to enter mediation or arbitration proceedings.

When the governing documents of the community permit, the Board of Directors may suspend, for a reasonable period of time, the rights of a member or a member's lessee or guests to use the common areas or recreational facilities for violation of the documents or rules of the Association. When permitted by the governing documents, the Association may also impose reasonable fines, not to exceed **\$100** per violation, against any member, lessee, or guest violating the rules or the governing documents. An authorized fine may be levied on the basis of each day of a continuing violation, except that the total fine cannot exceed **\$1,000** in the aggregate unless otherwise provided in the governing documents.

Prior to imposing either a fine or suspension, a hearing must be held to afford the alleged violator an opportunity to be heard on the issue. At least fourteen (**14**) days notice of the hearing must be given, and the hearing must be held before a committee of at least three members of the Homeowners' Association appointed by the Board of Directors who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee of the Association. A majority of the committee must affirmatively vote to impose the fine or suspension, and no suspension of the common-area-use rights may impair the right of an owner or registered lessee to have vehicular or pedestrian ingress and egress to and from the community.