

**TUSCANY BY THE SEA CONDOMINIUM ASSOCIATION, INC.**  
**RULES AND REGULATIONS**

Amended October 3, 2011 Document on July 23, 2024 to be Effective September 16, 2024

The following rules and regulations have been adopted by the Board of Directors of Tuscany By The Sea Condominium Association, Inc. pursuant to the authority contained in the Declaration of Condominium for Tuscany By The Sea, a Condominium Residence (the "Declaration of Condominium"). Should any rule or regulation herein conflict with the Declaration of Condominium, the Declaration of Condominium shall control. The following rules and regulations may be amended by the Association's Board of Directors from time to time.

**1. ELEVATORS**

1A. Smoking is prohibited in elevators. Lighted cigarettes, cigars, or pipes may not be carried in elevators at any time.

1B. Elevator doors shall not be propped open at any time.

1C. Owners, residents and tenants shall contact the Property Manager at minimum three days prior to move-in, move-out or delivery of significant goods or materials to request pad installation in the elevators. Please submit the elevator use form on the website or obtain from Property Manager.

**2. MOVE-IN /MOVE-OUT**

2A. The Association may deny a unit owner or tenant access to any elevator, stairwell or hallway for purposes of move-ins or move-outs or significant deliveries (defined as requiring more than three trips on an elevator) which are not registered with the Property Manager three days in advance. The Association shall deny a unit owner or tenant access to any elevator, stairwell or hallway for purposes of move-ins, move-outs or large deliveries which are not during the hours set forth in section 2C below.

2B. The hours for move-ins, move-outs or deliveries are as follows:

Monday – Friday      8:00 A.M. to 7:00 P.M.  
Saturday – Sunday    8:00 A.M. to 5:00 P.M.

No move-ins, move-outs or large deliveries are permitted on any of the following holidays:  
New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day.

**3. SALE, TRANSFER, CONVEYANCE, LEASE**

Homeowner must apply on a written form provided by the association, with an application fee and copy of the proposed contract. The application will also be signed by the prospective purchaser or transferee. No Realtor signage is permitted.

#### **4. ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER**

No unit owner shall make any addition, alteration, or improvement to his unit, other than wall coverings, ceiling coverings or floor coverings without prior written consent thereto of the Board of Directors.

The unit owner may replace existing fixtures, cabinets, and appliances that don't require structural changes to the unit or new penetrations of the ceiling or floor without Board approval.

An Architectural Form submission must be approved by the Board of Directors before any work may begin.

#### **5. UNIT OWNER RESPONSIBILITIES**

5A. All A/C systems in a unit must have professional servicing twice a year. Please advise the Property Manager of your contracted service provider with phone contact in case of emergency when you are not in your unit. You must have a preventative system like an inline floater and secondary indicator that a pipe is clogged and turns off your system(s).

5B. Turn off the main water switch when out of the unit more than 24 hours.

5C. Regularly check all sink lines for leaks.

5D. Regularly check you washer hoses and dryer vents for leaks and fire causing build up. **As there are original hoses in some Units, it is important to replace them with steel braided hoses.**

5E. Please advise the Property Manager of unaccompanied guests and the visit dates at the property. This provides us information of who is on the premises for safety and security purposes.

5F. Fire Inspectors fail Tuscany if any objects are located in the Unit trash room back hallway or in the stairwells (Gulf Blvd and Beach stairwells). Please keep these areas clear at all time as the Inspectors make unannounced visits.

#### **6. GARBAGE DISPOSAL**

6A. Except as provided below, all trash must be contained in a closed plastic bag before being deposited in an Association trash receptacle. All corrugated cardboard boxes must be "broken down" i.e., flattened and placed in the dumpster on the first floor of the parking garage. Under no circumstances may garbage of any kind whatsoever be left adjacent to or around trash receptacles or on any other common element or limited common element.

6B. Disposal of construction materials, chemicals, paint, oil, large household items, including but not limited to appliances, mattresses, box springs, televisions, or furniture, and any other item(s) which may damage trash receptacles or garbage disposal systems is prohibited. All garbage, trash or debris shall be disposed of in accordance with applicable laws.

#### **7. HURRICANE AND EMERGENCY PREPAREDNESS**

7A. Unit owners and tenants are responsible for securing their condominium unit at all times. Owners and tenants shall comply with the Declaration of Condominium requirements governing hurricane and emergency preparedness, as well as any other instructions provided by the Association or its agent during an emergency of any kind, including but not limited to, fire or other natural disasters.

7B. No unit owner or tenant shall interfere with the Association's efforts to secure the Condominium and Association property in the event of a tropical storm, hurricane or emergency of any kind.

## **8. BALCONIES**

8A. No items, including but not limited to, plants, pots, bicycles, exercise equipment, towels, and clothing are permitted to be stored, hung or otherwise placed on the balcony or balcony railing of a unit.

8B. Except as otherwise provided for herein, no unit owner, tenant, resident, guest or invitee may spray a balcony, including but not limited to, the floor, ceiling and railing of a balcony with water from a hose. Additionally, except as otherwise provided for herein pouring water onto a balcony from a bucket or by any other similar method that may result in large amounts of water spilling or dripping onto other common elements and limited common elements, including balconies at lower levels in the condominium, is generally prohibited. Notwithstanding the foregoing rules, a unit owner, tenant or resident may utilize water on a balcony for the limited purpose of completing small construction projects on their balcony or for cleaning their balcony surface provided that the unit owner, tenant or resident notifies the Association's Management Company by email at least 48 hours in advance of the proposed use of water on the balcony and further provided that the Association's Management Company will send an email to units below the requesting unit that the balcony is to be cleaned and when. Any unit owner, tenant or resident who uses water on a balcony shall use his or her best efforts to plug all scuppers, except the scupper that directs water toward the side of the balcony or building. It is the intent of this rule to allow unit owners, tenants, and residents a reasonable opportunity to clean their balconies with water provided that such efforts do not unreasonably impact the rights of other unit owners, tenants and residents to enjoy their balconies to remain clean and to peacefully enjoy their own balconies. The 3<sup>rd</sup> Thursday of the month has been established as the day unit balconies may be cleaned with water from hoses and buckets in a neighborly manner as stated above **without Management approval**.

8C. Unit balcony's maintenance and cleanliness are the responsibility of the Homeowner. Balcony tiles must be kept in good condition to ensure no damage is done to the building exterior or structure.

## **9. PETS**

9A. All dogs and cats within the condominium shall be registered with the Association. Certain types of animals are prohibited by the Declaration and others may be prohibited by the Board from time to time so the pet owner must confirm in advance that the pet will be permitted. Registration forms may be obtained from the Association Office.

9B. No dog or cat is permitted to reside on the Condominium property at any time, unless the dog or cat is permitted by the Declaration of Condominium and has current shots and vaccinations, which may be documented by a registration with Pinellas County Animal Services or a veterinarian who has treated the pet. Proof of such documentation shall be produced to the Association at the time of registration or whenever requested by the Association.

9C. All dogs and cats must be walked on leashes, or carried, and controlled by their owner or handler at all times when outside of the Condominium unit. Owners or pet handlers must clean up immediately after their pets and dispose of pet excrement in a sealed plastic bag placed in a proper trash receptacle.

9D. When not being walked by their owners or their owner's agent(s), a dog or cat must be confined to the inside of the pet owner's condominium unit and shall not be allowed to remain on the balcony or patio.

9E. No pet or animal that creates a nuisance or health hazard may be housed in a condominium unit or on condominium property. A determination by the Board of Directors, in its sole discretion, that a pet or animal housed in a condominium unit or on the condominium property creates a nuisance or health hazard will be final and binding upon all interested parties, provided that notice and the opportunity for a hearing will be provided to the pet owner prior to a final decision by the Board on the removal of a pet.

#### **10. POOL HOT TUB AND EXERCISE ROOM**

10A. The pool and spa are open for use by unit owners, tenants and their invited guests from Dusk to Dawn. The use of these facilities is at each individual's personal risk. No lifeguard is on duty. The exercise room is open twenty-four (24) hours per day, unless closed by the Association's Board of Directors. No use of these facilities is permitted outside of the authorized times listed above, or as modified by the Board of Directors from time to time.

10B. Children under 12 years of age must be accompanied and supervised by a parent or guardian in or around the swimming pool and spa. The use of these facilities is at each individual's risk.

10C. It is required that the exercise equipment be wiped off after each use with a clean, cloth towel and anti-bacterial spray. All equipment users shall use a clean cloth towel to clean exercise equipment after using same. Clean, cloth towels must be supplied by the equipment user. The Association shall provide anti-bacterial spray in the exercise room which must also be used by equipment users when cleaning exercise equipment immediately after its use.

10D. Radios, televisions, CD players, iPods, iPads and other similar portable media players or devices are not permitted on the pool deck or front courtyard, unless headphones are used to avoid disturbing other residents and their invited guests.

10E. Food is permitted at the pool deck; however, food consumption in the pool or spa is prohibited. Any unit owner, resident, tenant or guest who brings food to the pool deck shall ensure that it is not left unattended, and that any leftover food, drinks or trash is properly disposed of in a waste receptacle before leaving the pool area.

10F. Drinks are permitted at the pool area and exercise room, provided that containers are used in accordance with 10E. Glass containers are prohibited in the pool, spa, at the pool deck and in the exercise room.

10G. No running or disturbances of any kind are permitted within the pool, spa, pool deck or exercise room.

10H. Diving into the pool or spa is prohibited.

10I. No pet or animal, including a domesticated dog or cat, is allowed in the pool or spa, on the pool deck or in the exercise room.

10J. When using the pool, pool deck, spa or exercise room, swimwear or appropriate clothing shall be worn at all times. Nudity or public indecency is prohibited in common areas and limited common areas.

10K. Shower immediately before entering the pool or spa.

10L. When using chaises or chairs at the pool area, cover the chaise or chair with a clean, cloth towel. Pool chairs and chaise lounges cannot be reserved. Pool furniture may not be removed from the pool area.

10M. Wet swimwear is not permitted in the exercise room or common areas. Unit owners and tenants shall be responsible for cleaning up any water or other debris that they may drop on the floor of the common areas.

10N. Smoking is prohibited in the common areas.

10O. Persons who cause disturbances or who fail to comply with the applicable rules and regulations may have their right to use the facilities suspended or otherwise limited.

## **11. NOISE**

11A. Loud noises in units or on the common elements that disturb other persons are not permitted at any time. The following are examples of loud, disturbing and unnecessary noises and nuisances which shall be prohibited at all times: Horns, noisy vehicles (both motor and music noise), talking loudly on cellular phones in common areas or limited common areas, including balconies, yelling across the pool area, playing a television, stereo equipment or similar devices in a manner that can be heard from a neighboring unit or common area. Continuing problems of this nature should be reported in writing to the Association care of the property manager.

## **12. PROPERTY DAMAGE**

12A. Any damage to the buildings, recreational facilities, equipment or other common elements caused by any unit owner, tenant or guest, including a contractor or vendor, will be repaired by the Association at the expense of the Unit Owner.

12B. Bathrooms and other plumbing shall only be used for their intended purposes. Large objects or debris shall not be flushed down a toilet or placed in any other drain or pipe. The cost of any damage resulting from misuse of plumbing is the sole responsibility of the unit owner causing or responsible for the damage.

**13. SOLICITATION**

13A. Solicitation, with the exception of Association related business, on the property for any cause, charity or for any other purpose is prohibited.

**14. OPERATION OF MOTOR VEHICLES**

14A. A speed limit of 5 mph on the condominium property must be observed at all times. Residents and their invited guests shall exercise extreme caution when driving on the condominium property to ensure the safety of other motorists and pedestrians.

**15. SUPERVISION OF EMPLOYEES OR CONTRACTORS**

15A. No unit owner (other than a member of the Board of Directors), tenant or guest is permitted to direct, supervise or in any manner attempt to assert any direction or control over the employees or contractors working for the Association. Any complaints regarding employees or contractors are to be directed to the property manager in writing.