

SCHEDULE "A"
TO
BY-LAWS

RULES AND REGULATIONS
FOR
TOSCANO CONDOMINIUM, INC.

Approved at the Board Meeting held on 11/2/2023

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances, and regulations.

1. The sidewalks, entrances, passages, lobbies, and hallways and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property or Master Common Areas; nor shall any carts, bicycles, carriages, chairs, tables, clothing, shoes or any other objects be stored therein, except in areas (if any) designated for such purposes. The foregoing shall not, however, be applicable to the Commercial Units, except as otherwise expressly provided in the Declaration. As and to the extent set forth in the Declaration, the Owners of the Commercial Units shall be permitted to make use of the sidewalks, entrances, passages, and other portions of the Common Elements adjacent to their Units to further the commercial uses of their Commercial Units.
2. The personal property of Residential Unit Owners and occupants must be stored in their respective Residential Units.
3. No articles other than patio-type furniture shall be placed on the balconies, patios, terraces, or lanais or other Common Elements or Limited Common Elements of Residential Units. No linens, cloths, clothing, shoes, bathing suits, swimwear, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, balconies, patios, terraces, lanais, railings or other portions of the Condominium or Association Property. The foregoing shall not be applicable to the Commercial Units or the Commercial Unit Owners. **No one may use their balcony as a storage area.**
4. No Unit Owner or occupant shall permit anything to fall from a window or door of the Condominium or Association Property, nor sweep or throw from the Condominium or Association Property any dirt or other substance onto any of the balconies, patios, terraces, and /or lanais, hallway or elsewhere in the building or upon the Common Elements or Master Common Areas. Each Unit Owner shall be responsible for cleaning up after themselves, and their guests, tenants, and invitees when within the Condominium Property or Association Property, including, without limitation, placing all trash and/or garbage in the proper receptacles.

5. No garbage, refuse, trash, or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or agency providing trash removal services for disposal or collection shall be complied with. All equipment for storage, recycling, or disposal of such material shall be kept in a clean and sanitary condition. No boxes or over-stuffed kitchen bags or contractor bags shall be deposited in the trash chute. Residents should carry their bags and not drag them on the hallway carpet.
6. Employees of the Association are not to be sent out by Unit Owners or occupants for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
7. No repair of vehicles shall be made on the Condominium Property. Residents that are absent for more than a month and leave a vehicle in their parking spaces should plan with someone and leave instructions to move their vehicle in the event building maintenance has to be scheduled.
8. No Resident Unit Owner or occupant shall make or permit any disturbing noises, nor allow any disturbing noises to be made by the Owner's family, pets, agents, tenants, visitors, or licensees, nor permit any conduct by such persons or pets that will interfere with the rights, comforts, or conveniences of other Unit Owners or occupants. No Residential Unit Owner or occupant shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Residential Unit Owner or occupant shall conduct, nor permit to be conducted, vocal, or instrumental instruction at any time which disturbs other residents. The foregoing shall not be applicable to the Commercial Units, nor preclude any lawful uses of the Commercial Units other than to the extent provided in the Declaration.
9. No flammable, combustible, or explosive fluids, chemicals or substances shall be kept in any Residential Unit or on the Common Elements or Master Common Areas, other than as is reasonable and customary in vehicles and/or in cleaning supplies.
10. A Residential Unit Owner or occupant who plans to be absent during the hurricane season must prepare his or her Unit prior to his or her departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit suffer hurricane damage and furnishing the Association with the name(s) of such firm or individual.
11. A Unit Owner or occupants shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, railings, or windows of the Building. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4 ½ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard. Holiday-specific wreaths will be permitted to be hung on doors three (3) weeks prior and one (1) week after the following holidays: New Year's Day, Martin Luther King, Jr. Day, Valentine's Day, Chinese New Year, George Washington's Birthday, Easter, Memorial Day, Juneteenth, Independence

Day, Labor Day, Columbus Day, Halloween, Veterans Day, Thanksgiving Day, Christmas Day and Kwanza. No door mats are permitted on the exterior side of all residential doors. Holiday lights are permitted on the balconies. Curtains and drapes (or linings thereof) in which case on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items.

12. Installation of satellite dishes by Residential Unit Owners shall be restricted in accordance with the following: (i) installation shall be limited solely to the Unit or any Limited Common Element appurtenant thereto, and may not be on the Common Elements; (ii) the dish may be no greater than one meter in diameter, and (iii) to the extent that same may be accomplished without (a) impairing reception of an acceptable quality signal, (b) unreasonably preventing or delaying installation, maintenance or use of an antenna, or (c) unreasonably increasing the cost of installing, maintaining or using an antenna, the dish shall be placed in a location which minimizes its visibility from the Common Elements and otherwise meets the requirements of the Board. The foregoing restrictions shall not be applicable to the Commercial Unit Owners.
13. No air-conditioning units may be installed by Unit Owners or occupants. No Unit Shall have any aluminum foil placed in any window or glass door or any reflective or tinted substance placed on any glass, unless approved, in advance by the Board of Directors in writing. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door.
14. Children will be the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium Property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreational facilities.
15. **Emergency Unit Entry:** As per section 11.1(a) and section 17.13 of Toscano's Declaration of Condominium:

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance, repair or replacement of any

Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.

- 17.13 **Association Access to Units.** In order to facilitate access to Units by the Association for the purposes enumerated in Subsection 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access to the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

16. **Repair Work:** No Unit repairs permitted prior to 9:00 am or after 5:00 pm. No contractors are permitted on Saturday or Sunday. Exceptions will be issued for emergency repairs related to plumbing, appliances, and/or HVAC repairs, provided proper insurance certificates and licenses are provided to the Front Desk.
17. **Packages & Deliveries:** The Association will receive and store any package delivered to a resident that does not exceed 50 pounds; if a resident anticipates delivery of a package that exceeds 50 pounds, the resident must arrange for alternative delivery of the package when the resident or their designative representative can personally accept delivery at the time the package arrives. The Association will receive, and store packages delivered to a registered resident, so long as the packages occupy less than 36 cubic inches of space and there is available space for the Association to receive and store the package. Each unit will be entitled to no more than 36 cubic inches of space at any given time. This restriction is intended for the benefit of all residents, and to ensure that each unit is afforded sufficient space to enjoy the use and service of the Association's package room. The Association reserves the right to refuse delivery of any package and accepts no liability for any package whether delivered and held by the Association or otherwise.
18. Packages are inputted into Toscano's package tracking system within the same day they are received. Residents must wait for the notification of Toscano's package system, to pick up their package and not sooner.
19. Residents picking up ten (10) or more packages, after having received notification from Toscano's package tracking system, must call the Front Desk at least one (1) hour ahead to arrange to pick up their packages.
20. The Association will hold any package which falls within the abovementioned size and weight limits for a total of 14 days. If a resident fails to receive the package within 14 days, the Association may return the package to the sender, without

further notice to the resident recipient. Except in November & December when the time limit is 72 hours.

21. In the event a package is delivered to the Association that is not recovered by a resident within the applicable time periods set out above, the Association may return the package to the sender.
22. The use of drones is prohibited within Toscano's property and perimeter.
23. Pets, birds, fish and other animals, reptiles or wildlife shall neither be kept nor maintained in or about the Condominium Property except in accordance with the following, in addition to the applicable terms of the Declaration (see the continuation of Pet Rules Attached):
 - (a) Dogs and cats shall not be permitted outside of their owner's Unit unless attended by an adult and on a leash not more than six (6) feet long. Said dogs and cats shall only be walked or taken upon those portions of the Common Elements designated by the Association from time to time for such purposes. In no event shall said dog or cat ever be allowed to be walked or taken on or about any recreational facilities contained within The Properties. Pets shall only be in the hallways of the building as a means of direct ingress or egress to and from its Owner's Unit and the service elevator.
 - (b) Fish or caged domestic (household-type) birds may be kept in the Units, subject to the provisions of the Declaration.
 - (c) Unit owners shall pick up all solid waste from their pets and dispose of the same appropriately. Should an owner not pick up after their pet, a \$100.00 clean up fee will be charged to their unit to clean up urine or feces in the common areas of the building or perimeter.
24. Every Owner and occupant shall comply with these Rules and Regulations as set forth herein, all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-laws and Articles of Incorporation of the Association, as amended from time to time. The failure of an Owner or occupant to so comply shall be grounds for action which may include without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, a fine or fines may be imposed upon an Owner for failure of an Owner, or such Owner's family, guests, invitees, lessees, or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, Articles of Incorporation or By-Laws provided that the procedures set forth in the Declaration for fining are adhered to. Fines shall not be construed to be an exclusive remedy and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by Law from such Owner or occupant.

25. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium and Master Covenants, provided that the provisions of the same shall control over these rules and regulations in the event of a conflict or a doubt as to whether a specific practice or activity is or is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Units to the extent expressly provided. Further, anything to the contrary notwithstanding, these rules and regulations shall not apply to the Developer, nor its agents or employees and contractors, nor to the Units owned by the Developer, except:
- (a) Requirements that lease or lessees be approved by the Association (if applicable); and
 - (b) Restrictions on the presence of pets; and
 - (c) Restrictions on occupancy of Units based upon age (if any); and
 - (d) Restrictions on the type of vehicles allowed to park on Condominium property; however, the Developer or its designees shall be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance, or marketing of Units.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more Unit Owners from specific rules and regulations upon written request therefor and good cause shown in the sole opinion of the Board.

FITNESS CENTER RULES

1. Open 24 hours.
2. No children under the age of 15 allowed.
3. Do not throw weights on the floor.
4. Please place weights back on the rack when completed.
5. Turn off TVs when not in use.
6. Equipment cannot be moved from its place.
7. Equipment is not permitted inside the Yoga Room.
8. Wipe down machines after use.
9. Maximum of 4 guests per unit.
10. All personal trainers must be registered with the Management Office and provide a certificate of insurance naming the Association as additionally insured.
11. Any residents who are trainers may not use fitness center to train non-residents.
12. Loud noises and any nuisances to other guests shall be prohibited.
13. No outside equipment shall be allowed in the gym.
14. No locks shall be kept on any lockers on an overnight basis.
15. **Use of the facilities and equipment shall be at your own risk.**
16. **All residents and guests shall be in proper workout attire including, but not limited to, closed-toed shoes while using the gym area.**

PET RULES

1. All pets must be taken out and brought in through our service elevator and corridor; this applies to both the North and Center Tower.
2. If the service elevator is not available, passenger elevator can be used, but entry/exit must still be through service corridor.
3. Pets cannot enter through Center Tower or North Lobby, unless carried.
4. All pets must be on a short leash while walking through common areas, such as hallways and elevators.
5. All pet waste shall be cleaned by the owner of the pet, including any pet waste on the perimeter of the building. Should an owner not pick up after their pet, a \$100.00 clean-up fee will be charged to their unit to clean up urine or feces in the common areas of the building or perimeter.

POOL AND SPA RULES

1. Shower before entering pool/spa.
2. Food and beverages shall be kept at least 3 feet from the pool or spa.
3. No Glass is permitted in the pool area.
4. No animals in the pool/spa or on pool deck.
5. No diving.
6. Do not swallow the pool water.
7. Do not use pool/spa if you are ill with diarrhea.
8. Children under 15 years old must be accompanied by an adult.
9. Bathing load 59 persons for pool; bathing load 5 persons for spa.
10. For emergency assistance dial 911.
11. Pool hours from Sunrise to Sunset. As of February 1, 2023 - 6:00 AM to 11:00 PM.
12. Guest limit of 4 per unit.
13. No skate/ skateboard or bikes shall be permitted in the pool area.

DELIVERIES/MOVE-IN OR MOVE-OUT RULES

1. Deliveries/Move-In or Move-Out hours:
 - a. Monday through Friday 9 am – 5 pm.
2. Saturday Deliveries/Move-In or Move-Out hours:
 - a. 10 am – 2 pm.
3. No Deliveries /Move-In or Move-Out on Sundays or Holidays (Christmas, Thanksgiving, New Year's, July 4th, Labor Day, Presidents Day and Memorial Day).
4. To schedule a move in/out, a security deposit in the form of a Cashier's check or money order must be provided to the Association and made payable to: Toscano Condominium Association, Inc., in the amount of One Thousand Five hundred and 00/100 Dollars (\$1,500.00).
5. Residents are responsible for coordinating, security services for all move in/out. It shall be the resident's responsibility to coordinate with the Management office to schedule a guard with the Association's Security Service vendor to be present during the move in/out, for a minimum of four (4) hours at a cost of One Hundred and Fifty and 00/100 Dollars (\$150.00). Thereafter, the Unit shall be charged Fifty (\$50.00) for each additional hour of Security Service required. All payments for move-in/move-out shall be made payable to Toscano Condominium Association, Inc., by cashier's check or money order. Any request for additional Security Hours shall be submitted to Management for approval.
6. A Move-in/out inspection form will be filled out by the security officer and signed by the resident, prior to the move and after the move to document any damages to the common areas from the loading dock to the unit. If damages are incurred,

they will be documented, and pictures taken and the cost to repair will be deducted from the move-in/out security deposit. Should the repair cost exceed \$1,500.00, a claim against the moving company's liability insurance will be made.

7. Residents utilizing a rental truck and not using a commercial moving company, will require a \$3,000.00 security deposit in the form of a cashier's check or money order. The same requirements for a security officer and inspection form will apply.
8. Building staff will prepare the hallway carpet by installing carpet protection from the service elevator to the unit. Only the service elevator may be used to move furniture, furnishings, etc. Once the move is complete, the building staff will remove the carpet protection.

VENDOR ACCESS RULES

1. Minor Maintenance: Monday through Saturday between 9 am – 5 pm
2. Major Maintenance: Monday through Friday between 9 am – 5 pm
3. Must provide 48-hour notice to Management Office in writing
4. Does not apply to emergency repairs.
5. Building staff will prepare the hallway carpet by installing carpet protection from the service elevator to the unit. Only the service elevator may be used by contractors. Once the service is completed, the building staff will remove the carpet protection.

CONSTRUCTION RULES

1. Deposit of \$3,000.00, by cashier's check or money order, made payable to: Toscano Condominium Association, Inc.
2. A \$150.00 Security Guard Fee (Min 4 Hrs) for deliveries and trash removal. Any additional hours will be \$50.00 per hour.
3. Construction package needs to be submitted to the management office and approved by the board prior to commencement.
4. All occupational licenses and insurance must be provided to the Association prior to commencing any work on site.
5. A Certificate of Insurance shall be provided to the Management office with minimum coverage of \$1,000,000.00 per occurrence. The Association shall be named as an additional insured.

6. Once approval is given an elevator reservation must be made with the management office. Only the service elevator may be used by the contractor and for moving materials.
7. Contractors may not enter the building before 9:00 AM and have to start cleaning up by 4:00 pm to exit the building by 5:00pm. All workers must enter and exit through the loading dock and not the main lobby of the building and only use the service elevator.
8. The common area restrooms are not available for contractors.
9. Parking is not accommodated for contractors.
10. Prior to beginning any work in the unit, the hallway carpets need to be protected by the contractor. Failure to cover the carpet will result in non-entrance to the unit. All floor coverings need to be removed on Fridays by 4:30 PM and re-installed on Mondays if the work will take more than one week.
11. All garbage related to the construction of the unit needs to be disposed of by the contractor off the property.
12. An inspection form will be filled out by the security officer and signed by the resident, prior to the work commencing to document any damages to the common areas from the loading dock to the unit. If damages are incurred, they will be documented, and pictures taken and the cost to repair will be deducted from the construction security deposit. Should the repair cost exceed \$3,000.00, a claim against the contractor company's liability insurance will be made.

EMERGENCY KEY RULES

1. **All residents are required to provide an emergency key to the management office to access unit in the event of a building emergency. This key will be kept inside the management office.**

As per section 11.1(a) and section 17.13 of Toscano's Declaration of Condominium:

11. Operation of the Condominium by the Association; Powers and Duties.

11.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control or other purposes and for the maintenance, repair or replacement of any

Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.

17.13 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Subsection 11.1(a) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access to the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

2. The association's emergency keys are not available for residents to use after hours, in the event of a lock-out. Residents need to make their own arrangements for access to keys in the event of a lock-out.
3. In the event of a wellness check, building emergency keys will only be provided to the Police or Fire Rescue First Responders, which need to be called by the family of the resident.
4. The Association does not recommend that Residents leave a key to their unit at the Front Desk. If a resident decides to leave a key, they do so at their own risk and the Association will not take any responsibility for lost keys or incidents associated with a key that was left at the Front Desk.

PARKING RULES AND REGULATIONS FOR TOSCANO CONDOMINIUM ASSOCIATION, INC.

On this **30 day of November, 2022**, these Parking Rules and Regulations have been duly adopted by the Board of Directors of Toscano Condominium Association, Inc., (the "Association") to regulate common element parking within the Association. These rules and regulations have been adopted and approved pursuant to the authority granted to the Board of Directors of the Association by Chapter 718, *Florida Statutes* and Article 14 of the By-Laws for the Association. These parking rules and regulations supersede all previously adopted rules and regulations concerning the parking within Toscano Condominium Association, Inc.

Each of the rules and regulations shall be in accordance with all applicable county and state codes, ordinances and regulations.

1. **CARS WITHOUT A TOSCANO DECAL WILL BE TOWED AT THE OWNER'S EXPENSE.**
2. The parking areas within the condominium development are all assigned parking spaces and are solely for residential and commercial resident's vehicles with current passenger vehicle registrations. No personal objects other than passenger vehicles and motorcycles shall be stored or parked in the parking garage.
3. Unit owners and occupants shall not permit guests, invitees, agents, contractors, or employees to park vehicles in parking spaces assigned to the Units. All non-residents, including, but not limited to, guests and employees shall park with valet parking.
4. Unit owners, tenants, and residents shall park in the parking spaces assigned to their Unit. No Unit owner, tenant, or resident shall park in a parking space assigned to another Unit without the permission of the applicable Unit owner and evidence of such permission must be filed with the Association.
5. No recreational vehicles, commercial vehicles, campers, motor homes, motorized bicycles, extended bicycles, boats, jet skis, boat trailers, house trailers, or trailers of every other description, trailer or vehicle hitches, personal items or shopping carts or carriages may be parked or stored in parking spaces.
6. Bicycles & tricycles are to be parked in the bicycle rack locations throughout the parking garage ONLY. Nothing may be left in the parking space.
7. Motorcycles, mopeds, and scooters are to be parked in the designated parking locations on a first come first serve basis. They need to be registered in the management office and assigned a space.
8. All vehicles need to abide by the speed limit posted in the garage of 5mph.

9. All vehicles must display a Toscano decal, on the bottom left corner of the front windshield, assigned by the management office to the designated parking spaces. (One (1) decal per parking space).
10. All vehicles must be parked within the lines designated for the particular parking space. Only one (1) vehicle is allowed per parking space.
11. No vehicle may be parked in a manner that blocks the ingress and egress of other vehicles.
12. Handicap spaces are to be used only by Residents on a first come first serve basis and are not assigned to any resident. Vehicles parked in handicapped spaces must display a proper and valid disabled parking permit and a Toscano Decal. The vehicle parked in the handicap spaces needs to be an authorized resident vehicle with a parking assignment space.
13. No vehicle will tailgate or follow another vehicle into the garage. A transponder (a/k/a fob) shall be required to enter the parking garage area.
14. Transponders are only to be used by occupants of the Units. Unit Owners and occupants shall not share transponders for the parking garage or the condominium property with non-residents. Unit owners and/or tenants may not give their assigned transponders to any individuals or businesses, so that the individuals or businesses can access the parking garage at any time, without prior approval of the Association.
15. Vehicles with expired tags or that are non-operational shall not remain in the parking garage for more than forty-eight (48) hours.
16. Vehicle repairs are not permitted in the parking garage.
17. NO parking shall be permitted in designated loading zones, fire lanes, on sidewalks, on the paseo area or in "No Parking Tow Away Zone".
18. Vehicles shall not park or stand in the paseo entrance of the building. Any vehicle standing will be asked to move. Any vehicle standing for more than 15 minutes will be subject to being towed.
19. No unit vehicle will be parked with valet. Valet is for guests only.
20. All package delivery vehicles must park in the designated delivery areas limited to 15 minutes.
21. The Association shall have no liability for loss or damage to any vehicle located upon the Common Elements whether or not the presence of such vehicle is permitted on the Common Elements by these Rules.
22. Any individual who fails to comply with the above parking rules, any other existing parking rules and regulations or any parking regulations posted in the parking areas, will be subject to a fine and/or have a violation sticker placed on their vehicle or will have their vehicle towed at the owner's expense.

23. **Enforcement Procedures**

- 23.1 The Board shall be responsible for enforcing these Parking Rules and Regulations. In fulfilling its obligation to enforce these rules the Board may enlist the assistance of its managing agent and/or such other agents (such as towing contractor). Unit owners or residents who observe a violation or wish to lodge a complaint should contact its Managing Agent, and make such complaint in writing. Any vehicle found to be parking in violation of these rules and regulations may be immediately towed from the property at the expense of its owner and without prior warning.
- 23.2 Towing Violations: Without limiting the generality of Section 22.1 of these rules and regulations the following violations will result in immediate towing without warning.
- a. Vehicles threatening the safety of the Association residents, including but not limited to parking in the designated fire lanes, loading zones.
 - b. Vehicles blocking or improperly impeding access to any portion of the general common elements.
 - c. Inoperable vehicles or unregistered vehicles remaining on the parking garage area shall be towed after forty-eight (48) hours.
 - d. No unit owner nor any guest of a unit owner or resident may park in the common area directly in front of another unit owner's parking space.
- 23.3 The Board may fine a violator of these parking rules and regulations up to \$100.00 for each violation. The Board may fine a violator of these rules and regulations up to \$100.00 per day for each continuing violation, up to a maximum of \$1,000.00 per violation, pursuant to authority set forth in Article 18.3 of the Declaration of Condominium for Toscano Condominium Association, Inc., and §718.303(3), *Florida Statutes*. Collection of fines may be enforced against the responsible unit owner. In addition to any other remedies provided by the Association's governing documents and/or applicable law, the Association shall have the right to proceed in equity to require performance and /or compliance to impose any applicable fines (in accordance with Article 18.3 of the Declaration), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the unit owner or unit in compliance. In any proceeding arising because of an alleged failure of a unit owner or tenant or the Association to comply with the requirements of the Act, the Declaration, the Articles of Incorporation, the By-Laws or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and any such reasonable attorneys' fees (including appellate attorneys' fees).

24. These rules and regulations shall be cumulative with the covenants, conditions and restrictions set forth in the Declaration of Condominium and Master Covenants, provided that the provisions of same shall control over these rules and regulations in the event of a conflict as to whether a specific practice or activity is not permitted. Anything to the contrary notwithstanding, these rules and regulations shall only be applicable to the Commercial Units to the extent expressly provided.

All of these rules and regulations shall apply to all other Owners and occupants even if not specifically so stated in portions hereof. The Board of Directors shall be permitted (but not required) to grant relief to one or more unit Owners from specific rules and regulations upon written request therefore and good cause shown in the sole opinion of the Board.

GARAGE PARKING VIOLATION FORM

When a Resident complains that an unauthorized vehicle is parked in his/her parking space, this Form must be completed.

Unit #: _____

Resident's Name: _____

Address: _____

Parking Space #: _____

(initial one)

_____ I request that a Parking Violation Sticker be placed on the unauthorized vehicle parked in my parking space.

_____ I request that the unauthorized vehicle parked in my parking space be towed.

By my signature I acknowledge that the information on this form is true and correct.

Date: _____

Signature of Resident

Signature of Security Officer

Signature of Front Desk Personnel

Parking Violation Sticker placed by: _____ at _____ AM/PM

Photos of unauthorized vehicle taken by: _____ at _____ AM/PM

Security Site Supervisor contacted by: _____ at _____ AM/PM

Property Manager contacted by: _____ at _____ AM/PM

Sunshine Towing contacted by: _____ at _____ AM/PM

BBQ AND GARDEN AREA RULES

(SEE APPLICATION FOR RESERVATION AND CHECKLIST ATTACHED)

1. You must be 18 years of age or older to reserve and use the BBQ.
2. A \$500.00 security deposit via check made out to Toscano Condominium is to be provided to the management office prior to reserving the BBQ, for each reservation along with the BBQ and Garden Area Reservation Form. A resident has two options of providing the deposit: 1 – A new check for each reservation with the executed checklist, or 2 – A check that will be deposited in the Association's Security Deposit account and remain there until the resident requests their deposit to be returned. Deposits will be held in a non-interest-bearing bank account. All rules regarding damages will apply to both forms of deposits.
3. Garden Area and BBQ are available for use until 11:00 PM.
4. BBQ Checklist must be completed before and after use; ID must be provided to the Front Desk prior to use and will be kept until final checklist has been completed by Security and Resident. Any damages that are found will be documented and pictures will be taken. The cost of repair will be charged to the security deposit. Damages that exceed the \$500.00 will be charged to the unit owner or against the tenant's security deposit, if it is a tenant.
5. Resident must clean up after use. BBQ brush will be provided to clean grill.
6. No pets allowed in this area.
7. Resident must be present for any gathering. Only Resident may reserve BBQ.
8. Maximum of **8** guests per gathering and must be arranged with Association Management office prior to use of BBQ.
9. Use of BBQ may be reserved with Front Desk. A BBQ and Garden Area Reservation Package must be completed. Reservation will be cancelled 15 minutes after scheduled time if no one checks in at the Front Desk.
10. Use of BBQ is limited to 4 hours per resident.
11. The Clubroom is not available for use in connection with the reservation of the BBQ area unless a separate Clubroom Reservation Application has been submitted and approved by the Association.
12. No glass containers or bottles are allowed in the BBQ or Green areas.
13. The set-up of a tent, canopy or any other structure is strictly prohibited in the Green area.
14. Portable BBQs or burners are prohibited. All barbecuing is restricted to the BBQ reserved.

15. Residents must ensure that there is no excessive noise or nuisance associated with their gathering.
16. All personal items, including without limitation food, utensils, dishware and trash shall be removed from the BBQ and Green area immediately after gathering.
17. Resident accepts responsibility and personal liability for any damages to the BBQs and/or the common areas and for any loss sustained by the Association in connection with their use of the BBQ and Green Area.
18. Resident is responsible for ensuring that their guests do not violate any of the Association Governing Documents and Rules and Regulations, nor cause any damage to the Condominium property.
19. Any furniture that is moved must be returned to its original position prior to leaving. NO FURNITURE IS PERMITTED IN THE GREEN AREA.

BBQ and GARDEN AREA RESERVATION FORM

MAXIMUM AUTHORIZED NUMBER OF PEOPLE IS 8

Resident Information

Resident Name(s): _____

Unit: _____

Day Phone: _____

Evening Phone: _____

Cell Phone: _____

E-mail: _____

Check Number: _____

Date: _____

A \$500.00 security deposit via check made out to Toscano Condominium is to be provided to the management office prior to reserving the BBQ, for each reservation along with the BBQ and Garden Area Reservation Form. A resident has two options of providing the deposit: 1 – A new check for each reservation with the executed checklist, or 2 – A check that will be deposited in the Association's Security Deposit account and remain there until the resident requests their deposit to be returned. Deposits will be held in a non-interest-bearing bank account. All rules regarding damages will apply to both forms of deposits.

Deposit Type #1 _____	Deposit Type #2 _____
For one (1) time use of BBQ & Garden Area	For multiple uses of BBQ & Garden Area & to be deposited in Toscano's Security Deposit Account.
Check #: _____	Check #: _____

Event Description

I hereby request approval for the reservation of the BBQ and Garden Area for the following Event: _____ to take place on _____
_____, 20_____, from _____ a.m./p.m. until _____ a.m./p.m.
and will be attended by _____ guests.

By my signature to this Application, I/We hereby acknowledge, understand and agree to abide by all of the BBQ and Garden Area Rules, which are attached hereto and made a part hereof. In addition, I agree as follows:

- I will complete the BBQ Checklist with Security both before and after my use of the BBQ and Garden Area.
- The Association shall assess my unit for any direct or indirect expenses, that the Association incurs due to violations of the terms or conditions noted in this Reservation Package, including, but not limited to violations of the Governing Documents of the Association, the Rules and Regulations, and/or physical damage to Association property. Any such expenses shall be assessed and invoiced or posted to the Unit Owner's account, at the sole discretion of the Association, and shall be subject to collection.

RELEASE AND INDEMNIFICATION

By my signature to this Reservation Package, I hereby acknowledge, understand and agree to the following release and indemnification on behalf of myself and my guests for purposes of this Event:

- Resident hereby releases, indemnifies and holds harmless the Association, the Management Company and their respective, members, directors, officers, agents, and employees from and against all liability, claims, damages, losses and expenses to anyone, including attorneys' fees at both the trial and appellate level, arising from my use of the BBQ and Garden Area and/or any damage, theft and/or destruction of the Association's property by my guests for purposes of this Event.

I have read, acknowledge, understand, and agree with the entire contents of this Reservation Package, the BBQ and Garden Area Rules attached hereto and the Association's Rules, Regulations and governing documents.

Resident Signature

Date

Management Representative

Date

CLUBROOM RULES

(See application for reservation attached)

1. Maximum capacity is 75 people.
2. Hours are Sunday through Thursday 9 am-11 pm; Friday and Saturday 9 am-12 am.
3. Sign-in sheet must be used for any access other than a scheduled event.
4. Smoking in the Clubroom is strictly prohibited.
5. Cooking in the Clubroom is strictly prohibited.
6. No pets are allowed in the Clubroom.
7. Children under 15 years old must be accompanied by an adult.
8. Door from the Clubroom to hallway must be kept closed at all times.
9. A Reservation is required for use of the Clubroom.
10. Resident must be present at any event.
11. Resident is responsible for ensuring that their guests and attendees, including contractors and vendors, do not violate the Association's Governing Documents, including the Rules and Regulations, nor cause any damage to the Condominium property.
12. Resident must complete a Clubroom application for all events, and a Release and Indemnification Form for all, exclusive use, gatherings over five (5) guests.
13. Resident is responsible for ensuring that event ceases, in its entirety, by no later than 11 pm for events held on Sunday through Thursday and no later than 12 am for events held on Friday and Saturday.
14. No Live Bands allowed. DJs are permitted provided there are no disturbing noise levels and all reasonable measures to minimize noise are taken.
15. Furniture and fixtures may not be removed from the Clubroom at any time.
16. Decorations of any kind shall not be attached, through any means, to the Clubroom walls or fixtures.

17. Pool cannot be used with the reservation of the Clubroom.
18. BBQ and Green Area can be used with the reservation of the Clubroom.
19. Valet will only accommodate 10 vehicles for Clubroom guests.
20. There shall be a mandatory, non-refundable cleaning fee of \$150.00 for any reserved event(s), unless a cancellation is made ten (10) days prior to the scheduled event, in which case the cleaning fee will be refunded.
21. At the conclusion of any use of the Clubroom, exclusive reserved event or not, Resident shall be responsible for ensuring the pristine condition of the Clubroom and that all garbage is disposed of in the appropriate refuse containers. The Clubroom shall be returned to the Association in the same condition in which it was prior to Residents' use.
22. A Security deposit in the amount of \$1,000.00 must be paid to the Management Office at least ten (10) days prior to the event. The Deposit may be made by personal check, money order or cashier's check.
23. Resident shall be personally responsible for all damages including any damages over and above the security deposit.
24. Security deposit will not be returned until post event walkthrough inspection is completed and Management's Representative confirms the Clubroom is completely cleaned and in the same condition as it was prior to the Resident's event.
25. Security Service is mandatory for all exclusive use events greater than five (5) guests or where alcohol is being served at Resident's expense, for a minimum period of four (4) hours at a cost of \$150.00; each additional hour of Security Service shall be charged to the Unit Owner at a cost of \$50.00/hour. This is a non-refundable fee which has to be paid in advance and separate from the deposit, by personal check, money order or Cashier's check, unless a cancellation is made ten (10) days prior to the scheduled event, in which case the security fee will be refunded.
26. Liability insurance in an amount no less than \$500,000, including host liquor liability insurance, is mandatory for all events of more than five (5) guests. Association must be named as an additional insured under the policy. Website to obtain insurance: www.eventinsurance-kk.com.
27. For all, exclusive use, events, Resident shall hire a valet attendant through the Association's Valet Parking vendor, and shall schedule said Valet Attendant for a minimum period of four (4) hours at a cost of \$150.00; each additional hour of

Valet Service shall be charged to the Unit Owner at a cost of \$50.00/hour. This is a non-refundable fee which has to be paid in advance and separate from the deposit, by personal check, money order or Cashier's check, unless a cancellation is made ten (10) days prior to the scheduled event, in which case the valet fee will be refunded.

28. Any contractors, vendors or service providers associated with the event, including without limitation caterers and entertainers, must provide the Management Office with proof of liability insurance of no less than \$500,000, as well as worker's compensation insurance.
29. All requirements must be met including proof of insurance must be met no less than 10 days prior to event.
30. Failure to meet any of the requirements will result in cancellation of the event.

APPLICATION FOR CLUB ROOM RESERVATION

MAXIMUM AUTHORIZED NUMBER OF ATTENDEES IS 75 PEOPLE

Resident Information

Resident Name(s): _____

Unit: _____

Day Phone: _____

Evening Phone: _____

Cell Phone: _____

E-mail: _____

Security Deposit: Check # _____ Date: _____ Amount: _____

Cleaning Deposit: Check # _____ Date: _____ Amount: _____

Security Service: Check # _____ Date: _____ Amount: _____

Valet Service: Check # _____ Date: _____ Amount: _____

Event Description

I hereby request approval for the reservation of the Clubroom for the following Event:

The Event shall take place on _____ 20_____, from _____ a.m./p.m. until _____ a.m./p.m. and will be attended by _____ guests.

By my signature to this Application, I/We hereby acknowledge, understand and agree to abide by all of the Clubroom Rules, which are attached hereto and made a part hereof. In addition, I hereby acknowledge, understand and agree as follows:

- The Association shall assess my unit for any direct or indirect expenses incurred by the Association due to violations of the terms or conditions noted in this Application, including, but not limited to violations of the Governing Documents, Rules and Regulations, and/or physical damage to the Association property. Any such expenses shall be assessed and invoiced or posted on the Unit Owner's account, at the sole discretion of the Association, and shall be subject to collection.

- In the event there are no direct or indirect damages) or other losses sustained by the Association as a result of the subject event, the security deposit will be refunded to the Applicant(s).
- Failure to comply with the any terms, conditions, rules, regulations, or other governing documents of the Association, as determined in the sole discretion of the Board of Directors, shall result in the forfeiture of the **\$1,000.00** security deposit.

Pre/Post Event Walkthrough Inspections

By my signature to this Application, I hereby acknowledge, understand and agree to the following Pre/Post Event Walkthrough Inspection requirements:

- Resident s ll participate in a Walkthrough Inspection with a Management Representative prior to and following the Event to inspect and review the condition of the facilities, including the Club Room, the restrooms, the access areas to the Club Room, the BBQ and Green Area, if used, and any other areas deemed appropriate at the sole discretion of the Management Representative. It is anticipated that such Walkthrough Inspection would last approximately fifteen (15) minutes. However, certain circumstances, such as damages and the need to document damages may increase the time associated with the Walkthrough Inspection following the Event.
- The Clubroom shall not be available for use until the Pre-Event Walkthrough Inspection and any corresponding documentation has been completed with the designated Management Representative and the Resident(s).
- The Security Deposit shall not be refunded (in whole or in part) until the Post-Event Walkthrough Inspection and any corresponding documentation has been completed with the designated Management Representative and the Resident.

Cancellation Policy

By my signature to this Application, I hereby acknowledge, understand and agree to the following cancellation policy:

- The Association reserves the right to deny, suspend, or revoke this Application and any subsequent approval without notice and without liability (financial or otherwise) in the event that a hurricane notice (watch or warning) is posted by the National Oceanographic and Atmospheric Administration for the area within seven (7) days of the reservation date or when other conditions (acts of God or otherwise) exist that reasonably interfere with the routine operations of the building. In the event the Association exercises its cancellation rights hereunder, the full deposit provided by the Applicant(s) shall be returned.

Release and Indemnification

By my signature to this Application, I hereby acknowledge, understand and agree to the following release and indemnification on behalf of myself and my guests and/or agents and/or third-parties retained by me for purposes of this Event:

- Resident hereby releases, indemnifies and holds harmless the Association, the Management Company and their respective, members, directors, officers, agents, and employees from and against all liability, claims, damages, losses and expenses to anyone, including attorneys' fees at both the trial and appellate level, arising from my use of the Clubroom and/or any damage, theft and/or destruction of the Association's property by my guests and/or by my agents and/or by third-parties retained by me for purposes of this Event.

31. I understand that the Cleaning fee, Security Service fee and Valet Service fees are non-refundable, unless a cancellation is made ten (10) days prior to the scheduled event, in which case all three fees will be refunded.

I have read, acknowledge, understand, and agree with the entire contents of this Application, the Clubroom Rules attached hereto and the Association's Rules, Regulations and the Association's Governing Documents.

Resident Signature

Date

Management Representative

Date

.....
Pre/Post-Event Walkthrough Inspection Scheduling (To be completed by Management.)

Pre-Event Walkthrough Inspection is scheduled for _____, 20____, at _____a.m./p.m.

Post-Event Walkthrough Inspection is scheduled for _____, 20____, at _____a.m./p.m.

Comments: _____

