

*Welcome to
Tuscany Pointe
Community
Association, Inc.*

Professionally Managed by:



8840 Terrene Court, Suite 102
Bonita Springs, Fl. 34135
(239) 454-8568
Fax: (239) 454-5191

Pegasus Property Management

8840 Terrene Ct #102 Bonita
Springs, FL 34135 Phone: 239-
454-8568
Fax: 239-454-5191

Dear New Homeowner:

Welcome to **Tuscany Pointe Community Association Inc.** We would like to take this opportunity to introduce Pegasus Property Management as the managing agent for your association and acquaint you with certain aspects of community living. Your Board of Directors has retained our company to manage the association's administrative needs and oversee the maintenance of the areas in which the association is in control. We help to facilitate the day-to-day affairs of the association by working at the direction of the Board and by communicating directly with the residents and vendors. All of the items listed on the association's enclosed budget fall under our responsibility. We handle all the correspondence such as notices of the meetings and elections, recording the minutes of the meetings, etc. We also oversee the maintenance of the grounds and help the Board enforce the governing documents.

We hope you will find the following information helpful.

Maintenance Fees - Your current maintenance fee was calculated according to an estimated budget that was prepared for this year. The current year's budget is enclosed for your review. Each year a new budget is prepared and the amount of the maintenance fee is recalculated based on estimating the expenses for the new year. The Board of Directors approves the association's annual budget each year at a properly called "budget meeting", of which you will be notified well in advance. Your fees must be paid on time to ensure the smooth operation of the association. Quarterly payment coupons are mailed to the residents and the new owner in the event of a resale. Make sure you keep the coupons because they cover a full year's worth of maintenance fees. It is your responsibility to note upcoming due dates for maintenance fees and to ensure sufficient time in which to mail the payment to the address listed on the coupons.

Owner Information - We ask that you complete the enclosed unit owner questionnaire form and return it to our office so that we will have all of the necessary information for billing purposes and in case of an emergency involving your home. Please notify us immediately if there are any changes to your local and/or alternate mailing address, including the dates that you reside in either location so that you will continue to receive your association mail promptly.

Documents - Your seller should have provided you with a complete set of the association's documents. Please be sure to read your documents so that you become familiar with your rights and responsibilities as a homeowner. If you have any questions about your rights or the association's responsibilities please call our office.

Rules and Regulations - All owners are supposed to read and agree to comply with the governing documents before purchasing their units. The rules and regulations are meant to protect all members of the association. Rules will be enforced by the Board of Directors for the betterment of the whole community and in order to maintain a pleasant place for everyone in the association to live.

Leasing your home - All leases must be in writing and a copy of the lease must be forwarded to our office along with the Association's Lease Application form and fees. All fees are located on the lease application.

Architectural and Landscaping Alterations - Before making any changes to the exterior of your home including the landscaping, you must receive the approval of the Architectural Review Board (ARB). You will need to forward your request in writing to our office, and we in turn will forward it to the committee for the approval process and notify you of the outcome as soon as possible.

Meetings of the Association - One Annual Members Meeting is held to elect the Board of Directors; one annual Budget Meeting is held by the Board of Directors to approve the budget for the new year; Board of Directors Meetings will be held either as the documents require and/or as the Board deems necessary. All of the association's meetings are properly noticed according to your documents.

Pegasus Property Management, located at:

8840 Tenene Court, Suite 102 Bonita Springs, FL 34135

Phone: 239-454-8568

Fax: 239-454-5191

Our office is open Monday through Friday. Office hours are 8:00 a.m. to 5:00 p.m. Our Answering Service will take your calls after hours.

In the event of a property-threatening emergency, a manager will be contacted and will respond to you personally as soon as possible. If you have a concern that is not a property damage emergency, please leave your name, phone number, association name and address, and a brief description with the answering service and your call will be responded to the next business day.

If you call our office to speak with your manager he may not always be able to speak to you personally because he must also work outside of the office, on a property, attending association meetings, etc. However, your manager and/or administrative assistant will do their best to return your call within 24 hours, or by the next business day. Before you stop by our office to see your manager, we ask that you first call to make an appointment so we can establish a mutually convenient time for a meeting.

Welcome to your new home!

TUSCANY POINTE COMMUNITY ASSOCIATION, INC.
Frequently Asked Questions & Answers
As of January 1, 2025

Q. What are my voting rights in the HOA??

- A. The owner of each unit shall be entitled to one (1) vote. If an owner owns more than one unit, he or she shall be entitled to one (1) vote for each unit owned. The vote of a unit shall not be divisible.

Q. What restrictions exist on my right to use my unit?

- A. The Declaration contains restrictions pertaining to the use of a unit including, but not limited to, restrictions requiring the use of a unit as a residence, limiting the number of persons occupying the unit, prohibiting subdivision of a unit, prohibiting display of items on the exterior of a unit, and limiting structural addition or alteration of unit's common elements.

Q. What restrictions exist on the leasing of my unit?

- A. Unit owners shall notify the Association in advance of the name and term of occupancy of any tenant authorized to occupy the member's unit. Unit owners shall furnish to each tenant copies of the Declarations and the Association's Rules and Regulations. Unit owners shall be responsible for their tenant's compliance with the same. All leases shall be for a minimum of six (6) consecutive months and no longer than 12 months. No home may be leased more than twice per year. A security deposit of \$1,000 or month's rent shall be paid to the association and kept in escrow for the duration of the lease.

Q. How much are my assessments to the Association for my unit type and when are they due?

- A. Currently the quarterly maintenance fee is \$860.00 and is due on the first of each quarter in the months of January, April, July and October.

Q. Are there other fees associated with the purchase of a unit?

- A. Yes, a one-time capital contribution fee of \$1,000 is due at closing.

Q: Is the Association or other mandatory membership association involved in any court cases in which it may face liability more than \$100,000? If so, identify each such case.

- A. No, there are no such court cases.

NOTE: The statements contained herein are only summary in nature. It is the responsibility of every unit owner to read and understand the documents governing the operation of Tuscan Pointe Community Association, Inc.

TUSCANY POINTE COMMUNITY ASSOCIATION
154 UNITS-QUARTERLY
APPROVED ANNUAL BUDGET 2025
FOR THE PERIOD: JANUARY 1, 2025 - DECEMBER 31, 2025

OPTION 1

ACCOUNT NO.	DESCRIPTION	2024 BUDGET	1/1-8/31/24 ACTUAL	9/1-12/31/24 ESTIMATED	2024 Estimated	Variance	2025 BUDGET	PER QUARTER	PER UNIT/QTR
REVENUE									
4010	OPERATING ASSESSMENT	472,693.55	315,129.03	157,564.52	472,693.55	0.00	509,797.30	127,449.33	827.59
4030	RESERVE ASSESSMENT	20,106.45	13,404.32	6,702.16	20,106.48	(0.03)	19,962.70	4,990.68	32.41
4050	LATE FEE	0.00	1,214.43	0.00	1,214.43	(1,214.43)	0.00	0.00	0.00
4060	GATE INCOME	0.00	1,110.00	0.00	1,110.00	(1,110.00)	0.00	0.00	0.00
4065	VIOLATION FEES						0.00	0.00	0.00
4070	OPERATING INTEREST	0.00	6,700.00	0.00	6,700.00	(6,700.00)	0.00	0.00	0.00
4090	CAPITAL CONTRIBUTION	0.00	315.69	0.00	315.69	(315.69)	0.00	0.00	0.00
TOTAL REVENUE		492,800.00	337,873.47	164,266.68	502,140.15		529,760.00	132,440.00	860.00
ADMIN EXPENSES									
5300	INSURANCE	14,875.00	9,131.65	3,766.40	12,898.05	1,976.95	15,625.00	3,906.25	25.37
5305	LEGAL FEES	10,000.00	2,737.50	1,368.75	4,106.25	5,893.75	15,000.00	3,750.00	24.35
5320	ANNUAL CORP FEES	61.25	61.25	0.00	61.25	0.00	61.25	15.31	0.10
5340	TAXES/ACCOUNTING	275.00	0.00	275.00	275.00	0.00	275.00	68.75	0.45
5350	MANAGEMENT CONTRACT	27,720.00	16,170.00	9,240.00	25,410.00	2,310.00	29,100.00	7275	47.24
5450	OFFICE EXPENSE	2,750.00	1,602.63	801.32	2,403.95	346.06	2,750.00	687.50	4.46
ADMIN EXPENSES		55,681.25	29,703.03	15,451.47	45,154.50		62,811.25	15,702.81	101.97
BUILDING MAINTENANCE									
6010	COMMON AREA REPAIRS	5,000.00	646.95	2,000.00	2,646.95	2,353.05	5,000.00	1,250.00	8.12
NEW	COMMON AREA PRESSURE WASHING	5,000.00	4,900.00	0.00	4,900.00	100.00	0.00	0.00	0.00
NEW	HOLIDAY DÉCOR	2,000.00	998.00	998.00	1,996.00	4.00	2,100.00	525.00	3.41
NEW	GATE REPAIRS	7,500.00	1,660.56	830.28	2,490.84	5,009.16	7,500.00	1,875.00	12.18
6017	GATE MAINTENANCE CONTRACT	1,000.00	1,938.50	0.00	1,938.50	(938.50)	4,100.00	1,025.00	6.66
BUILDING MAINTENANCE		20,500.00	10,144.01	3,828.28	13,972.29		18,700.00	4,675.00	30.36
GROUND MAINTENANCE									
6310	LANDSCAPE CONTRACT	204,000.00	136,000.00	68,000.00	204,000.00	0.00	220,800.00	55,200.00	358.44
6320	LANDSCAPE REPLACEMENT	15,000.00	0.00	5,000.00	5,000.00	10,000.00	15,000.00	3,750.00	24.35
NEW	WHITE FLY CONTRACT	0.00			0.00	0.00	8,000.00	2,000.00	12.99
6323	LAKE MAINTENANCE	7,005.00	3,500.73	2,006.40	5,507.13	1,497.87	7,005.00	1,751.25	11.37
6325	LAKE LITTORALS	4,000.00	0.00	4,000.00	4,000.00	0.00	4,000.00	1,000.00	6.49
6326	FOUNTAIN REPAIRS	7,500.00	0.00	2,500.00	2,500.00	0.00	7,500.00	1,875.00	12.18
6340	COMMON AREA - MULCH	11,500.00	4,025.00	0.00	4,025.00	7,475.00	14,000.00	3,500.00	22.73
6350	TREE TRIMMING	12,000.00	17,430.00	0.00	17,430.00	(5,430.00)	6,000.00	1,500.00	9.74
6351	COMMON AREA FLOWERS	5,000.00	601.16	2,500.00	3,101.16	1,898.84	5,000.00	1,250.00	8.12
6380	IRRIGATION MAINTENANCE CONTRACT	25,200.00	15,978.34	8,400.00	24,378.34	821.66	26,500.00	6,625.00	43.02
6385	IRRIGATION REPAIRS	15,000.00	10,597.03	5,298.52	15,895.55	(895.55)	15,000.00	3,750.00	24.35
6386	IRRIGATION PUMP CONTRACT	2,200.00	3,382.88	-1,182.88	2,200.00	0.00	2,200.00	550.00	3.57
6387	IRRIGATION PUMP REPAIRS	7,000.00	0.00	2,500.00	2,500.00	4,500.00	7,000.00	1,750.00	11.36
6602	SFH - MULCH	28,000.00	27,797.00	0.00	27,797.00	203.00	30,000.00	7,500.00	48.70
CONTRACT SERVICES		343,405.00	219,312.14	99,022.04	318,334.18		368,005.00	92,001.25	597.41
UTILITY									
6810	ELECTRIC	28,000.00	13,831.94	6,915.97	20,747.91	7,252.09	28,000.00	7,000.00	45.45
6830	ELECTRIC - STREETLIGHT	18,100.00	13,625.92	6,812.96	20,438.88	(2,338.88)	21,500.00	5,375.00	34.90
6840	INTERNET - GATE	2,000.00	1,355.52	677.76	2,033.28	(33.28)	2,100.00	525.00	3.41
LANDSCAPING EXPENSE		48,100.00	28,813.38	14,406.69	43,220.07		51,600.00	12,900.00	83.77
OTHER EXPENSE									
6900	MISC EXPENSE	507.30	900.00	0.00	900.00	(392.70)	1,681.05	420.26	2.73
6901	FRONT ENTRANCE IMPROVEMENT	4,500.00	6,000.00	0.00	6,000.00	(1,500.00)	7,000.00	1,750.00	11.36
OTHER EXPENSE		5,007.30	6,900.00	0.00	6,900.00		8,681.05	2,170.26	14.09
RESERVES									
9000	RESERVES	20,106.45	13,404.32	6,702.16	20,106.48	(0.03)	19,962.70	4,990.68	32.41
RESERVES		20,106.45	13,404.32	6,702.16	20,106.48	-0.03	19,962.70	4,990.68	32.41
TOTAL OPERATING EXPENSE		472,693.55					509,797.30	127,449.33	827.59
TOTAL RESERVE EXPENSE		20,106.45					19,962.70	4,990.68	32.41
TOTAL ASSESSMENT		492,800.00					529,760.00	132,440.00	860.00
PER UNIT PER QTR		\$ 800.00					\$ 860.00		
PER MONTH		\$ 266.67					\$ 286.67		
PER UNIT PER YEAR		\$ 3,200.00					\$ 3,440.00		

TUSCANY POINTE									
Board of Director's Draft Budget For Reserves For Capital Expenditures And Deferred Maintenance									
For the Period January 1, 2025 to December 31, 2025									
							Total	Annual	2024
	Estimated	Estimated	Estimated	Reserve	2024	Estimated	Additional	Funding	Quarterly
	Life When	Remaining	Replacement	Balance	Additional	EOY	Reserves	Required	Per
Item	New (Years)	Life (Years)	Cost	8/31/2024	Funding/Expense	12/31/2024	Required	2024	Owner
Paving	30	19	\$ 225,000.00	\$ 9,439.13	\$ 350.36	\$ 9,789.49	\$ 215,210.51	\$ 11,326.87	\$ 18.39
Gate	20	11	\$ 65,000.00	\$ 9,027.97	\$ 339.04	\$ 9,367.01	\$ 55,632.99	\$ 5,057.54	\$ 8.21
Irrigation	10	2	\$ 100,000.00	\$ 29,137.53	\$ 6,012.76	\$ 35,150.29	\$ 64,849.71	\$ 32,424.86	\$ 52.64
General Reserve	10	10	\$ -	\$ 11,000.00	\$ -	\$ 11,000.00	\$ (11,000.00)		
Unallocated Intrest	0	0	\$ -	\$ 1,938.61	\$ -	\$ -	\$ -	\$ -	\$ -
			\$ 390,000.00	\$ 60,543.24	\$ 6,702.16	\$ 65,306.79	\$ 324,693.21	\$ 48,809.27	\$ 79.24

Pump equipment

Paving - Reached out to D&G & Paramount Sealcoating
Gate - New IQ
Irrigation - Stahlman Replace Pump and System

TUSCANY POINTE COMMUNITY ASSOCIATION, INC.

C/O Pegasus Property Management
8840 Terrene Ct
Bonita Springs, FL 34135
PHONE (239) 454-8568

APPLICATION FOR APPROVAL TO PURCHASE OR LEASE

INSTRUCTIONS:

This application is to be completed by the owner(s) and purchaser(s) or lessee(s).

This application must be submitted to the management company the following:

- **A copy of the purchase or lease agreement signed by all relevant parties; and**
- **A non-refundable processing fee in the amount of one hundred-fifty dollars (\$150.00), made payable to Pegasus Property Management.**
- **A non-refundable criminal check fee of fifty dollars (\$50.00) for EACH adult occupant aged 18 years and over made payable to Pegasus Property Management.**
- **A one-time Capital Contribution fee of \$1,000 is due at closing.**

Note that units may not be leased for a period of less six consecutive months. Units may be leased for a maximum of two (2) times per calendar year. Additionally, note that all Association units are designated as single-family residences only, and must be leased and / or utilized as such.

***All annual rental renewals must be submitted no less than thirty (30) days in advance of the lease renewal date for the Association's review and approval to renew.**

APPLICATION QUESTIONNAIRE:

I Hereby Apply for Approval To... (check one):

[] Purchase (address) _____ #_____, and for membership in the Association.

Tentative Closing Date: _____

[] **Lease** (address) _____ in the Tuscany Pointe community for a period
beginning on: (month / day) _____, (year) _____,
and ending on: (month / day) _____, (year) _____.

IMPORTANT NOTE: The Association will require that an applicant submit a common area security deposit in the amount of \$1,000, payable to the Tuscany Pointe Community Association, Inc. The deposit secures the Association's common elements and will be held in a non-interest-bearing checking account and returned upon the completion of the lease, barring any damage to the common elements by the Applicants and/or his or her family members. It is the responsibility of the depositing party to inform this office when the lease has ended in order to begin the process of refunding the security deposit.

[] I AM [] I AM NOT currently serving as a member of the United States Armed Forces on active duty or state active duty or a member of the Florida National Guard/United States Reserve Forces.

APPLICATION QUESTIONNAIRE (CONT.):

1. Current Unit Owner's Name(s): _____

2. Full Name of Applicant: _____

Driver's License Number and State: _____

Social Security No.: _____ **Date of Birth:** / /

Telephone (home): _____ **Telephone (business):** _____

Email: _____

3. Full name of Co-Applicant / Spouse: _____

Driver's License Number and State: _____

Social Security No.: _____ **Date of Birth:** / /

Telephone (home): _____ **Telephone (business):** _____

Email: _____

4. Applicant's Current Street Address: _____

City / State: _____ **Zip Code:** _____

How Long at This Address? _____

5. Mailing Address (if different than above): _____

City / State: _____ **Zip Code:** _____

6. Two Personal References (preferably local):

(#1) **Name:** _____

Street Address: _____

City / State: _____

Zip Code: _____

Telephone (home): _____

Telephone (other): _____

(#2) **Name:** _____

Street Address: _____

City / State: _____

Zip Code: _____

Telephone (home): _____

Telephone (other): _____

7. Person(s) to be Notified in an Emergency: _____

Telephone (home): _____ **Telephone (other):** _____

8. Other Family Members to Occupy the Unit: All occupants 18 years of age or older must provide their Date of Birth and Social Security Number for background check purposes.

<u>Name</u>	<u>Relationship</u>	<u>Age:</u>	<u>Date of Birth</u>	<u>Social Security No. (If applicable)</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

9. Specify All Vehicles to be Stored on the Premises:

(No commercial vehicles unless parked in an enclosed garage.)

Make _____ Model _____ Tag No. _____ State _____

Make _____ Model _____ Tag No. _____ State _____

10. Specify the Type, Size, and Weight of Pets to be Kept in the Unit:

(Please note that the maximum allowance is limited to two dogs or cats. Breed restrictions apply; please refer to Rules & Regulations.)

11. Interview:

Initial _____ Initial _____ I/we understand and agree to attend a mandatory orientation with the Board of Directors in order to have the application approved.

12. Exterior modifications:

Initial _____ Initial _____ Buyers only: Buyer accepts all responsibility and liability for all previous exterior modifications made to home and property.

FOR PURCHASERS ONLY:

Identify Mortgagees, if Any: _____

Street Address: _____ City / State: _____ Zip Code: _____

Intended Use of Unit (*check one*):

☐ full-time residence ☐ part-time residence ☐ lease to others

FOR LESSEES ONLY:

Identify Current / Most Recent Landlord (*if applicable*):

Full Name: _____ Telephone: _____

Street Address: _____ City / State: _____ Zip Code: _____

Duration of Most Recent Rental: _____

Prior Address: _____ City / State: _____ Zip Code: _____

Have You Ever Been Evicted or Asked to Vacate a Property that You Rented? _____

If So, Why? _____

Where? _____ When? _____

APPLICANT'S AFFIDAVIT:

"I am familiar with and agree to abide by the Tuscan Pointe Community, the Bylaws, and the published Rules and Regulations. If this transaction is a lease, I understand and agree that the Association, in the event that my lease is approved, is authorized as the owner's agent with full authority and power to take whatever action may be necessary, including eviction, to prevent violation by lessees and guests of the provisions contained in the above documents. I represent that the information stated is factual and correct and I agree that any misrepresentation in this application will justify its disapproval. Additionally, I do consent to any further inquiries concerning this application and the references given below, as well as an investigation into my background and that of the 'other occupants' listed above. If this application is for a unit purchase, I agree to be available for an interview with the designated representatives of the Association."

Applicant (sign): _____ **Date:** _____ / _____ / _____

Co-Applicant (sign): _____ **Date:** _____ / _____ / _____

OWNER'S AFFIDAVIT:

"I have verified the accuracy of the above information, verified the identities of the prospective tenants and do certify that I have reviewed all rules and regulations of the Association. I accept personal responsibility for follow-up with the tenants regarding violations or complaints."

Owner (sign): _____ **Date:** _____ / _____ / _____

Co-Owner (sign): _____ **Date:** _____ / _____ / _____

RENTAL AGENT OR COMPANY AFFIDAVIT:

"As the rental agent for the unit owner, the undersigned agrees to be responsible for the immediate correction or prevention of any violations by the tenants of the restrictive covenants or rules applicable to the Association, including termination of the lease and removal of the tenant."

Rental Agent (sign): _____ **Date:** _____ / _____ / _____

Rental Agent Name (if applicable): _____

Email Address: _____ **Telephone:** _____

THE FOLLOWING FIELDS ARE FOR OFFICE USE ONLY

This application is... Approved_____Denied_____ on date: _____

...on behalf of the Tuscany Pointe Community Association, by:_____

(printed name) _____

Title_____, on date: _____

TUSCANY POINTE COMMUNITY ASSOCIATION, INC.

COMPLIANCE AGREEMENT

NAMES OF RESIDENTS (please print the names of all occupants and family members over the age of 18 who will reside in the unit):

ADDRESS OF PROPERTY:

By signing this Compliance Agreement and taking occupancy in the above-described home in Tuscany Pointe, I HEREBY ACKNOWLEDGE AND AGREE that I have received a complete copy of the Rules and Regulations for Tuscany Pointe **attached hereto**, that I have reviewed the rules in their entirety, that I understand the restrictions and obligations contained in the rules and that I agree to abide by the rules for as long as I reside in Tuscany Pointe.

I further ACKNOWLEDGE AND AGREE that the Tuscany Pointe Community Association, Inc. has the right to impose fines and suspensions if I fail to abide by the rules and in the case of lessees, the right to seek an eviction or injunctive relief under legal proceedings if I continue to violate the rules after a written warning from the Association has been received. I understand and agree that the Association's Board of Directors has the right to determine if a violation has occurred, in its sole discretion.

DATED:_____, 20__

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

SIGNATURE

DISCLOSURE CONSENT APPLICATION

*Please complete this form for each person to occupy the unit of the age 18 and older.
Please do not leave any blanks, as this will result in a delay of the processing of the
application.*

Please Print Your Full Name

Social Security Number

Please Print Any Other Names You Have Used

Date Of Birth

Street Address

City

State

Zip Code

Driver's License#

Exp. Date

State Issued

I hereby give consent for an investigative consumer report to be prepared on me,
which may include information about me obtained from Law Enforcement Agencies,
State Agencies, as well as Public Records information such as credit reports, social
security information, criminal history information, motor vehicle records and workers'
compensation records, such as are allowed by law and in accordance with the Americans
With Disabilities Act.

Signature

Date

Witness

Date

DISCLOSURE CONSENT APPLICATION

*Please complete this form for each person to occupy the unit of the age 18 and older.
Please do not leave any blanks, as this will result in a delay of the processing of the
application. *

Please Print Your Full Name

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security information, criminal history information, motor vehicle records and workers'
compensation records, such as are allowed by law and in accordance with the Americans
With Disabilities Act.

Signature

Date

Witness

Date

Tuscany Pointe – Rules and Regulations

1. Homes shall only be occupied and used for residential purposes. Residents may maintain a home business office within a Home for personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted.
2. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or attachment to such residence.
3. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
4. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the neighborhood, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than pit bull dogs or other dogs which in the reasonable determination of the Board of Directors are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes.
5. Each pet owner shall clean up after such animals which have deposited droppings or otherwise used any portion of the neighborhood. Animals must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time.
6. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.
7. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home.
8. No outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home.
9. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.
10. Vehicles shall be parked only in garages, driveways or other parking areas designated by the Association. Sidewalks are not part of the Home's private driveway. There shall be no parking in sidewalks, grass or streets.
11. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.
12. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall be parked only in an enclosed garage. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used

for commercial purposes or which contain materials regularly used in trade or business. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot.

13. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas.
14. The Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of these Rules for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period.
15. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed. No garage may be used for the operation of a business or for any commercial purpose of any kind.
16. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Association. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.
17. Residents may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 41/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. No other flags are permitted unless approved in advance by the Association.
18. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval of the Association. No resident shall operate any equipment or device which will interfere with the radio or television reception of others. Satellite dishes must be placed as far to the rear of the Home as possible and may not be attached or installed on the roof.
19. Fishing and other recreational use of the lakes and retention areas is prohibited.

Prepared by and Return to:

Brittany Cowan, Esq.
Adameczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

**DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS AND
EASEMENTS OF TUSCANY POINTE**

THIS CERTIFICATE OF AMENDMENT to the Declaration of Covenants, Restrictions, Conditions and Easements of Tuscany Pointe, is made and executed this 21st day of June 2022, by Tuscany Pointe Community Association, Inc., a Florida not-for-profit corporation (the "Association").

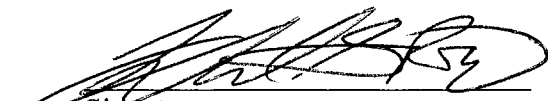
WHEREAS, the Declaration of Covenants, Restrictions, Conditions and Easements of Tuscany Pointe was recorded in Official Records Book 5032, Page 39, *et. seq.*, in the Public Records of Collier County, Florida, as the same may be amended, (hereafter referred to as the "Declaration");

WHEREAS, the Association desires to amend Article VII, Section 2., Article XI, Section 6., and Article XIII, Section 1. of the Declaration; and

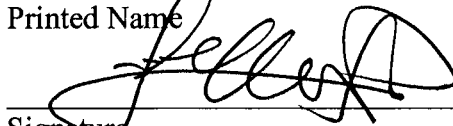
WHEREAS, the Association hereby certifies that, at the Annual Meeting held on February 22, 2022, which was properly adjourned and reconvened on May 19, 2022, the following amendments to the Declaration, specifically Article VII, section 2.; Article XI, Section 6., and Article XIII, Section 1. of the Declaration of Covenants, Restrictions, Conditions and Easements of Tuscany Pointe were approved by a proper percentage of the Association's voting interests, attached hereto and incorporated by reference.

(Signatures on following page)

WITNESSES (TWO):

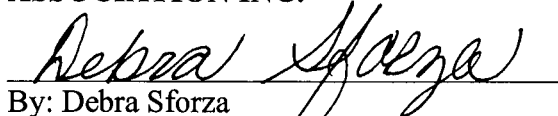

Signature

DONALD S. BOYD
Printed Name


Signature

Yllen Matthey.
Printed Name

TUSCANY POINTE COMMUNITY
ASSOCIATION INC.


By: Debra Sforza
Title: President

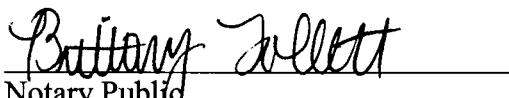
Date: June 21, 2022

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, appeared Debra Sforza, President of TUSCANY POINTE COMMUNITY ASSOCIATION INC., personally known to me or who has produced FL Driver's license identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Amendment as the authorized agent for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 21st day of June, 2022.


Notary Public
Brittany tollett
(Printed Name of Notary)
My Commission Expires:



**AMENDMENTS
TO THE DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS OF TUSCANY POINTE**

Note: Words ~~stricken~~ are deletions; words underlined are additions.
.....

Declaration; Article VII, Section 2

Section 7.2 Capital Contribution Re-Sale Assessment on Sale by Owner Other Than Declarant. ~~At the time of the closing of a Home pursuant to a sale by an Owner other than Declarant, each purchaser shall pay to the Association the sum of \$500.00 as a Capital Contribution.~~ Upon every transfer of record title to a Home by an Owner after the date of recording this amendment to the Declaration, a Re-Sale Capital Assessment of One Thousand Dollars (\$1,000.00) shall be made by or on behalf of the purchaser to the Association. The Capital Assessment shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to other Assessments. Notwithstanding the foregoing, the Capital Assessment shall not be due upon a transfer of title that is made: (i) by an Owner(s) of the Lot solely for estate plan purposes where the beneficial ownership of the Family Dwelling Unit does not change (e.g. an Owner transferring title into a revocable living trust that benefits himself and his spouse, a spouse transferring title to the other spouse for estate tax planning, etc.); or (ii) as gift or devise by an Owner to the Owner's spouse or lineal descendants. These monies shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and By-Laws. The Capital Contribution Re-Sale Assessment shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution Re-Sale Assessment will be made on re-sale.

Declaration; Article XI, Section 6

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted approximately every five seven-years, or based on a maintenance schedule, which shall be determined by the Board of Directors from time to time. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every ~~three~~ two (2) years, or based on a maintenance schedule, which shall be determined by the Board of Directors from time to time. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and ~~pressuring~~ pressure washing shall be required for all Homes in the Community and each Owner shall have at least one hundred twenty (120) days to commence the ~~work~~ painting or sixty (60) days to commence the pressure washing after the Association provides written notification of required painting or cleaning. It shall not be considered a material alteration or substantial addition for the Association to approve and/or

change the uniform exterior paint color, and no membership approval shall be required prior to such change. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly noticed meeting, the Association may enter into a contract for painting or pressure washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

Declaration; Article XIII, Section 1

Section 1. Leases. Only entire Lots or Homes may be rented. No individual rooms may be rented, and no transient occupants may be accommodated. A lease is any use of a Lot by a person other than the Owner or his family that resides with him as a single-family housekeeping unit, regardless of whether any consideration is exchanged. Any person other than the Owner or his family that resides in a Home on an overnight basis for more than fourteen (14) days in a calendar year, shall be deemed a permanent occupant and shall be subject to Association approval as set forth in section 2 below. Leases shall only be made to a single family. All leases shall be in writing, be approved by the Association and shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, By-Laws of the Association and applicable rules and regulations, if any. Leasing of Lots and Homes shall be subject to the prior written approval of the Association. No subleasing or assignment of lease rights is allowed unless approved by the Board. No Lot or Home may be used on a "time share" basis. Advertising a Lot or Home for daily or weekly lease or license on websites such as Airbnb.com, Craigslist.com, Flip-Key, Tripping.com, House Trip, Luxury Retreats HomeAway, VRBO.com or other similar sites, regardless of whether the arrangements are classified or described as something other than a lease, is prohibited. During the term of the lease, no one but the tenant(s) may occupy the Lot or Home. The Owner or tenant requesting the approval shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars to cover the costs of reviewing the lease. No lease shall be approved for a term of less than ~~thirty (30) days~~ six (6) consecutive months or longer than twelve (12) months. No Home may be leased more than ~~four (4)~~ two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written approval of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole

discretion of the Association). The number of occupants ~~must comply with applicable codes regarding the size of the Home~~ shall be limited to two (2) persons per bedroom. The tenant, as part of the lease agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

Section 2. Approval of Transfers. The Board shall have the authority to approve all transfers of ownership as well as leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the right to delegate the screening of proposed tenants, purchasers, or donees to a committee, a managing agent, or an occupant-screening entity. An Owner intending to transfer ownership of his Lot or Home or lease his Lot or Home shall provide thirty (30) days' advance written notice to the Association prior to the intended occupancy date, together with the name and address of the intended lessees, purchasers, or donees and such other information concerning the intended lessees, purchasers, or donees as the Association may reasonably require, including without limitation a criminal and eviction/financial background check, the cost of which shall be charged to the prospective lease applicant, purchaser, or donee for all applicants and occupants over the age of eighteen (18), whether for a new lease application or any renewal or extension of an existing lease hereunder. The Association may charge a fee for consideration of lease or sales applications that is set by the Board of Directors and that does not exceed the maximum amount allowed by law. The Board may require an interview of any proposed tenant, purchaser, donee, spouse and all proposed occupants of a Lot as a condition for approval. The Association shall also have the right to require the Lot or Home be in compliance with all applicable rules and covenants at the time of the transfer and that all amounts and assessments owed to the Association have been paid.

Section 3. Disapproval of Transfer. The Association may withhold approval of a lease or transfer of ownership for good cause, as determined in the sole and absolute discretion of the Board. Only the following may be deemed to constitute good cause for disapproval:

1. The person(s) seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, a felony involving minors or any felony demonstrating dishonesty or moral turpitude;
2. The person(s) seeking approval is classified as sexual predator or

sexual offenders under Florida Statute, Chapter 1119, because of a conviction for a sex-related crime;

3. The person(s) seeking approval has a history of serious financial irresponsibility, including without limitation multiple collections accounts, foreclosure(s), bankruptcy, or any combination thereof;

4. The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;

5. The person seeking approval has a history of disruptive behavior;

6. The person seeking approval has evidenced an attitude of disregard for association rules or the rights or property of others, by his past conduct;

7. The person seeking approval has failed to provide the information, fees required to process the application in a timely manner or provided false information during the application process;

8. The transaction was concluded by the parties without having both sought and obtained the prior approval required herein; or

9. The owner seeking approval is delinquent in the payment of Assessments, fines or other charges or is in violation of any of the covenants, rules or regulations at the time the application is considered.

Section 4. Disapproval by Association. If the Association shall disapprove a transfer of ownership or possession of a Lot or Unit for good cause as provided above, the transfer shall not be made and shall be void.