

**RULES AND REGULATIONS OF
TUSCAN VILLAS CONDOMINIUM ASSOCIATION, INC.**

Pursuant to the powers vested in the Board of Directors of Tuscan Villas Condominium Association, Inc., the following rules and regulations of Tuscan Villas Condominium Association, Inc. have been adopted at the first meeting of the Board of Directors. The defined terms used herein shall have the same meaning as ascribed to them in the Declaration of Condominium of Tuscan Villas, a Condominium (the "Declaration").

Section 1. Enforcement. Every Owner and occupant shall comply with the Rules and Regulations set forth herein, any and all rules and regulations which from time to time may be adopted by the Board of Directors, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. All violations of these Rules and Regulations shall be reported immediately to a member of the Board of Directors, an Association officer and/or the management agent. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of these Rules and Regulations, shall be presented to and determined by the Board of Directors of the Association, whose interpretation of these Rules and Regulations and/or whose remedial action shall be dispositive. In the event that any person, firm or entity subject to these Rules and Regulations fails to abide by them, as they are interpreted by the Board of Directors of the Association, they shall be liable to be fined by the Association to the extent set forth in the Declaration.

Section 2. Children. Children shall not play on or about the Common Elements of the Condominium in an unruly manner. Parents will be responsible for ensuring that their children are properly supervised while using Common Elements and any such use shall be at the sole and exclusive risk of the user.

Section 3. Use and Maintenance of Units. Units are limited to residential single-family use. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease of the Unit (as described below), as the case may be. In any case where the Unit Owner is not an individual, the person(s) to occupy the Unit must be registered by the Unit Owner with, and approved in writing by, the Condominium Association prior to occupancy. Occupants of an approved leased Unit must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Units may not be used for business use or for any commercial use whatsoever except for a home office with no business traffic. Each Owner shall maintain, repair and replace, at such Unit Owner's expense, all portions of his Unit, including, but not limited to, the air conditioning equipment, electrical and plumbing fixtures, cabinets, carpets, other floor coverings, front doors, sliding doors, windows, equipment and appliances located therein or exclusively serving the same, in such a way as to not disturb any other Unit Owners. Owners will also keep all brick pavers installed at their Unit (or any Limited Common Elements associated therewith) clear of weeds. Each Owner will also maintain and keep any patio, courtyard, terrace, back yard, front yard, entryway and/or covered entryway to his Unit in an orderly condition and repair or replace any damaged screens and shutters.

Section 4. Use of the Common Elements. The Common Elements of the Condominium are for the exclusive use of members of the Condominium Association and their immediate families, lessees and guests accompanied by a member, and no other person shall be permitted to use the Common Elements of the Condominium unless accompanied at all times by a member or a member of his immediate family, without the prior written consent or the authorization of the Condominium Association, subject to any easement or other rights therein or thereto which have been reserved or granted by Developer. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units. There shall be no marking, marring, damaging, destroying or defacing of any part of the Common Elements. Unit Owners shall be held responsible for, and shall bear any expense of, such damage caused by said Unit Owner, his family, guests, lessees and/or invitees, including, without limitation, any damage to the Common Elements caused by moving into or removing from their Unit household furnishings or other objects, or by any other deliveries to or from Units by their invitees.

Section 5. No Nuisance or Noise. No nuisances shall be allowed upon the Condominium Property nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard nor poisonous, hazardous or toxic substances be allowed to exist. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which would increase the rate of insurance upon the Condominium Property. No Unit Owner shall make or permit any disturbing noises in the Building to be made by himself or his family, agents, visitors and licensees, or permit any conduct by such persons that will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, or 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 Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents. No radio or television installation may be permitted in any Unit, which interferes with the television or radio reception of another Unit. The Owners shall not operate or permit to be operated any musical instrument, phonograph, television, radio or sound amplifier in any manner that is reasonably likely to disturb others between the hours of 11:00 p.m. and 8:00 a.m.

Section 6. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be upon the party responsible for such maintenance, replacement, modification or repair as is elsewhere herein specified.

Section 7. Leasing. A Unit Owner intending to make a bona fide lease or renewal of a lease of a Unit shall give to the Condominium Association written notice of that intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Condominium Association may reasonably require, and a copy of the proposed lease. The intended lessee shall pay for and authorize a credit report and background check from a credit agency approved by the Condominium Association (provided the charge therefore does not exceed \$100 per applicant (other than husband/wife or parent/child which are considered one applicant) and such charge will not be applicable to any lease or sublease which is a renewal of a lease or sublease with the same lessee or sublessee). If the credit report and/or background check are not reasonably acceptable to the Condominium Association, the Condominium Association will give notice thereof to the applicable Unit Owner no later than ten (10) days after the receipt by Condominium Association of said reports, in which case the Unit Owner will not lease the Unit to the intended lessee. All leasing of Units shall be subject to the prior written approval of the Condominium Association. All leases shall be on forms approved in writing by the Condominium

Association and shall provide that the Condominium Association shall have the right to immediately terminate the lease and evict the tenant upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation and Bylaws of the Condominium Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. No portion of a Unit (other than an entire Unit) may be rented. No rooms may be rented, and no transient tenants may be accommodated. No Units may be leased for periods of less than twelve (12) consecutive months. Tenants may not sublease a Unit. Unit Owners wishing to lease their Units shall be required to place in escrow with the Condominium Association an amount equal to one (1) month's rent under each such lease, which may be used by the Condominium Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Condominium Association). The Unit Owner and the tenant will be jointly and severally liable to the Condominium Association for any amount in excess of such sum which is required by the Condominium Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow account shall be returned to the Unit Owner within thirty (30) days after the Unit Owner notifies the Condominium Association in writing that the tenant has permanently vacated the Unit (which written notification must contain a request for the return of such money). All leases shall also comply with and be subject to the provisions of Article 11 of the Declaration.

Section 8. Vehicles and Parking. Parking areas are solely for non-commercial automobiles with a current passenger registration. All vehicles must be parked in a proper parking space or other permissible area and no vehicle, boat or boat trailer shall be parked so as to impede ingress to or egress from other parking spaces, drives, roads, or building entryways. Unauthorized parking shall be grounds for removal of the vehicle by the Condominium Association at the expense of the vehicle owner and/or operator. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than twenty-four (24) hours. No boat, boat trailer, commercial vehicles, work trucks, campers, mobile homes, motorhomes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property, except as the Board may permit. In no event will any trailer or mobile home be used on Condominium Property at any time as a residence either temporarily or permanently. Any prohibition of parking contained herein shall not apply to temporary parking of work trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services, nor to any of the Condominium Association's vehicles. Pick-up trucks and SUVs shall be allowed so long as they are personal vehicles with no signs on them. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs. Vehicles may only be washed in designated vehicle wash areas.

Section 9. Exterior Antennas. No exterior antennas, satellite dishes or similar equipment greater than one meter (39.37") in size shall be permitted on the Condominium Property, except that Developer and its affiliates shall have the right to install and maintain a master cable and television system. Except as aforesaid, no exterior antennas, satellite dishes or similar equipment may be installed by any Owner (other than the Developer) on any Building or Common Element. Any exterior antenna, satellite dish or similar equipment less than one meter (39.37") in size may be installed wholly within the Unit without the consent of the Developer or the Condominium Association; subject, however, to compliance with reasonable rules of the Condominium Association with respect to safety and/or location. Nothing contained herein is intended, nor will be construed, to create any restriction which is not permissible under applicable Federal Communication Commission regulations.

Section 10. Pets. Except for one (1) cat or one (1) dog weighing less than twenty-five (25) pounds for each Unit, no animals of any kind shall be kept in a Unit or allowed upon the Condominium Property except by prior written consent of the Board of Directors of the

Condominium Association (except a small caged bird or tropical fish in a small fish tank which will not require the consent of the Condominium Association). Any consent shall apply only to that certain pet which is described in such written consent and shall automatically expire upon the death or other disposition of the pet. Moreover, any such written consent granted by the Board of Directors may be revoked by the Board of Directors after a showing of good and sufficient cause. Unit Owners maintaining pets on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of, any damage to persons or property resulting therefrom. Unit Owners shall not allow their pets to create a nuisance or disruptive noise. Pets shall not be permitted on the Common Elements except for the private patios of the Units and except for purposes of ingress to and egress from the Units and may only be walked in such areas as are designated for such purpose by the Board of Directors. Unit Owners must promptly pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed at all times when outside a Unit or outside of any enclosed patio or porch area. Pets may not be kept in any patio or porch areas when the Owner is not in the Unit. Violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies provided herein, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be immediately and permanently removed from the Condominium Property.

Section 11. Hurricane Preparation. Upon issuance of an official hurricane warning, each Unit Owner shall take all actions necessary to prepare his Unit for any such hurricane, which preparation shall include, without limitation, (i) removing all objects from patios, courtyards, terraces, back yards, front yards, entryways and/or covered entryways which will not be secured or otherwise protected by hurricane shutters supplied by Developer or otherwise approved in writing by the Condominium Association, (ii) removing all vehicles from the parking garage, using standard hurricane shutter systems (or in the alternative, installing laminated glass or window film architecturally designed to function as hurricane protection which complies with applicable building codes), as approved by the Board of Directors (provided, however, that all hurricane shutters and similar coverings or apertures shall be kept open at all times except when closed in reasonable anticipation of a hurricane or other severe storm event and such shutters or other coverings shall be opened within a reasonable time but no later than forty-eight (48) hours after the cessation of the hurricane or other severe storm event) and (iv) complying with all rules and regulations which may be adopted by the Board from time to time. No Unit Owner may use hurricane shutters or other similar window protection except as otherwise specifically permitted by, and in accordance with, this Section 11- Without limiting the generality of the foregoing, in no event shall hurricane shutters or other coverings be left closed during the seasonal or other absence of the Unit Owner or other occupant of the Unit. Neither the Condominium Association nor the Master Association nor the Golf Course Owner shall in any manner be liable for an alleged failure to permit hurricane shutters or other coverings to be used as security measures. Any Unit Owner who will be absent during the hurricane season must designate a responsible firm or individual to prepare his Unit for impending hurricanes pursuant to the terms of this Section 11, and to care for the Unit should the Unit suffer hurricane damage. The name(s) of such firm or individual shall be provided to the Condominium Association by each such Unit Owner prior to departure. Residents who have special evacuation needs (medical or transit) should make special arrangements prior to the hurricane season by contacting the Broward County Emergency Management Agency.

Section 12. Obstructions. The sidewalks, driveways, parking spaces, lawns, entrances, passages, vestibules, and like portions of the Common Elements shall not be obstructed or used for any purpose other than for ingress and egress to and from Condominium Property; nor

shall any carts, carriages, chairs, tables, bicycles, motorcycles, motorbikes, scooters, or any other objects be stored therein or thereon. The personal property of Unit Owners must be stored in their respective Units.

Section 13. Structures. No structure of a temporary character shall be permitted on Condominium Property at any time or used on Condominium Property at any time as a residence either temporarily or permanently. No storage shed or storage containers of any kind shall be permitted to be located on or about the Units (or any Limited Common Elements associated therewith) unless same have been approved in writing by the Condominium Association.

Section 14. No Drying. No clothing, laundry or wash shall be aired or dried on any portion of the Condominium Property except on a portion of a Unit which is completely screened from the view of all persons other than those in the Unit itself.

Section 15. Lakefront Property. As to all portions of the Condominium Property which have a boundary contiguous to any lake or other body of water, the following additional restrictions and requirements shall be applicable:

(a) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by Developer or its affiliates.

(b) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No motorized boats of any type shall be used on any lake.

(c) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof

(d) Each applicable Owner shall maintain his Unit to the line, adjoining the Unit, of the water in the adjacent lake or other water body, as such line may change from time to time by virtue of changes in water levels.

(e) No landscaping (other than that initially installed or approved by Developer), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

Section 16. Windows, Patios and Doors. No curtains, rugs, mops, or other articles shall be shaken or hung from any of the windows, doors, fences or patios. Rugs, etc., may only be cleaned within the Units and not in any other portion of the Condominium. All patios and yards must be maintained in a neat and orderly condition. All window treatments/awnings of any kind shall not be permitted on any Unit unless same have been approved in writing by the Condominium Association. Security bars will not be allowed to be placed on any windows or doors. No signs, displays, advertisements or posters of any kind shall be displayed on either side of windows or on the exterior of the Unit (or any Limited Common Elements associated therewith) unless same have been approved in writing by the Condominium Association. Notwithstanding anything contained herein to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way.

Section 17. Refuse. All refuse, waste, cans, newspapers, magazines and garbage shall be deposited in the area and/or container designated therefor.

Section 18. Mildew/Mold. Due to possible mildew and mold issues, each Owner shall be required to run all air conditioning systems within the Unit daily and otherwise vent the unit. Each Owner shall be required to change all air conditioning filters at least once per month. All Unit Owners will abide by all terms and conditions of the Indoor Environmental Quality Disclosure, which will be executed at closing of the purchase of their respective Units.

Section 19. Alterations. No structural changes or alterations shall be made in any Unit, except upon approval, in writing, by the Board of Directors of the Condominium Association and the approval of the Institutional First Mortgagee, if any, encumbering said Unit. No Unit Owner or occupant of a Unit shall install wiring for electrical or telephone installations, nor install any type of television antennas, machines or air conditioning equipment, etc., except as authorized, in writing, by the Board of Directors of the Condominium Association.

Section 20. Hazardous Substances. No flammable, combustible, or explosive fluids, chemical or substance shall be kept in any Unit or storage area, except such as required for normal household or permitted business use.

Section 21. Attic. Attic access is only for maintenance and service personnel authorized by the Condominium Association.

Section 22. Waterbeds. Waterbeds are not to be permitted without the prior written approval of the Condominium Association.

Section 23. Wetlands, Lakes and Water Bodies. Subject to any governmental approvals and regulations, Unit Owners may not fish from the banks of the lakes, canals, ponds and streams located within the Condominium Property. Any other use of the lakes, canals, ponds and streams located within the Condominium Property is subject to approval by governmental authorities having jurisdiction, the Developer and the Association, including, without limitation, swimming, boating, playing or use of personal flotation devices. The Developer and the Association shall not be responsible for any loss, damage, or injury to any person or property arising out of authorized or unauthorized use of lakes, canals, ponds or streams located within the Condominium Property.

Section 24. Changes or Additions to Rules. The Board of Directors of the Condominium Association reserves the right to change or revoke existing Rules and Regulations and to make such additional rules and regulations from time to time as, in their opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the property and to assure the comfort and convenience of Unit Owners.

Section 25. Compliance with Rules. All Unit Owners, and every lessee, guest or visitor of a Unit Owner, shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration, the Articles of Incorporation and the By-Laws.

Section 26. Written Inquiries. The Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. Any additional written inquiry or inquiries will be responded to in the subsequent 30-day period, or periods, as applicable.