



1300 NW 17th Ave. Suite 270
Delray Beach, FL 33445
(561)637-3402 Office
(561)637-3407 Fax

RENTAL/RENEWAL UPDATE FORMS TUSCANY CONDOMINIUM ASSOCIATION, INC.

You are submitting a Rental/Renewal Application. This application is made up of the following:

- Rental/Renewal Information Sheet
- Updated Lease; signed and dated
- Lease Enforcement Agreement
- A copy of Pest Control Contract and Appliance Contract must accompany this application.

Please note that two (2) sets of the above mentioned paperwork must be submitted when applying for a Rental/Renewal.

ALL MATERIALS MUST BE PROPERLY COMPLETED AND SUBMITTED TOGETHER OR THIS APPLICATION MAY NOT BE PROCESSED. OUR OFFICE WILL DO ITS BEST TO EXPEDITE ALL PAPERWORK IN A TIMELY FASHION. WE WOULD LIKE TO CONVEY TO YOU THAT MOST DELAYS ARE CAUSED BY INCOMPLETE PAPERWORK. PLEASE LOOK OVER EVERYTHING CAREFULLY BEFORE SENDING IN COMPLETED PACKET. FEEL FREE TO CONTACT OUR OFFICE WITH ANY QUESTIONS AT 561-637-3402

Note: If you would like a copy of the Certificate of Approval, please be sure to provide our office with your current information on the bottom of page 2.

Wilson Landscaping & Management Corp.

1300 NW 17th Ave. Suite 270

Delray Beach, Florida 33445

Phone 561-637-3402 Fax 561-637-3407

RENTAL/RENEWAL INFORMATION SHEET

Association: _____ **Unit:** _____

Name of Owner (s): _____

Owner (s) Address: _____

City/State/Zip: _____

Owner's Phone Number: _____ Owner's Cell: _____

Owner's E-Mail Address: _____

Name of Lessee: _____ SS#: _____ Age: _____

Co-Lessee: _____ SS#: _____ Age: _____

Lessee's Address: _____

Lessee's Phone: _____ Lessee's Cell: _____

Vehicle Information:

Make: _____ Model: _____ Year: _____ Plate#: _____

PLEASE LIST ALL OCCUPANTS(S) WHO WILL RESIDE AT UNIT IF APPROVED:

Name	Relationship to Applicant	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

PLEASE PROVIDE NAME AND ADDRESS OF WHERE TO SEND APPROVED CERTIFICATE OF APPROVAL:

**TUSCANY CONDOMINIUM ASSOCIATION, INC.
LEASE ENFORCEMENT AGREEMENT**

THIS AGREEMENT made this ____ day of _____, 20____, by and between _____ (“Landlord”), _____ (“Tenant(s)”) and the **TUSCANY CONDOMINIUM ASSOCIATION, INC.** (“Association”).

1. Landlord is the owner of the following Unit within the **TUSCANY CONDOMINIUM ASSOCIATION**, unit # _____, located in Delray Beach, FL.
2. Tenant(s) is the lessee of the Unit pursuant to that certain residential lease dated _____, 20____, a true copy of such residential lease being attached hereto as Exhibit “A”.
3. Association is the condominium association operating the **TUSCANY CONDOMINIUM ASSOCIATION** in which the unit is located.
4. Landlord and Tenant(s) have requested that the Association approve Landlord’s leasing of the Unit to Tenant(s), pursuant to the written lease attached hereto. The Association desires to grant approval for Landlord to lease the Unit if the Association and the other residents of the **TUSCANY CONDOMINIUM ASSOCIATION** are adequately protected.
5. Tenant(s) agrees to obey and occupy the Unit in accordance with all use restrictions applicable to the **TUSCANY CONDOMINIUM ASSOCIATION**, including the Declaration of Covenants; Articles of Incorporation and Bylaws of the Association; Rules and Regulations; and any policies of the Association or master association, all as amended (collectively “Use Restrictions”).
6. If Landlord defaults in payment of Association’s assessments, then Landlord and Tenant(s) agree that Tenant(s) shall, upon written demand by Association, pay the rent to the Association to satisfy the assessment obligation, including any interest, costs, and attorney’s fees. In such event, Tenant(s) shall commence paying the rent within ten (10) days of written demand from Association until Association notifies Tenant(s) that the delinquent assessments, including any interest, costs and attorneys fees, are paid in full.
7. If the Tenant(s) should violate any of the Use Restrictions, or violate this Agreement, Tenant(s) and Landlord agree that the Association may itself bring an action against the Tenant(s) to evict the Tenant(s) and/or to enforce the Use Restrictions or this Agreement. The Association may, but is not obligated, to name the Landlord also as Defendant. In any eviction action, the Association may utilize the summary procedure provided in Chapter 51, Fla. Stat. The Association’s remedy of bringing an eviction action is in addition to and not in substitution of any other remedy available to the Association pursuant to the governing documents and Florida Statutes.
8. In any action filed by the Association, the Association may recover its attorney’s fees and costs against the Tenant(s), and/or against the Landlord, or of both are joined a Defendants, against both jointly and severally.
9. The Association is not responsible as to the condition and usability of the Unit. The Association makes no representations, express or implied, about the condition or habitability of the Unit or about the common areas. The Tenant(s) shall look solely to the Landlord as to the condition and usability of same.

IT WITNESS WHEREOF, the parties hereby execute this Agreement.

First Witness as to Both

Landlords

Second Witness as to Both

Landlords
Date: _____

First Witness as to Both

Tenants

Second Witness as to Both

Tenants
Date: _____

First Witness

By: _____
Its: _____

Second Witness

Date: _____

TUSCANY CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS AS OF APRIL 2022

Acknowledgment

- A. Residents are responsible for the actions of their guests, invitees, contractors, etc.
- B. Violating any of the Rules could result in violation letters, fines and/or legal action, as well as denial of lease renewals.

1) **Sales and Rentals:**

- A. All sales/rentals of units must be approved by the Board of Directors.
- B. All unit owners are required to transfer all condominium documents (including amendments) to the new owner(s).
- C. All mailbox keys must be turned over to the tenant and/or new owner.
- D. All ID passes for current owner must be turned into the ID Office in the Administration Building before the tenant or buyer can receive passes. Their phone number is: 561-499-3335.
- E. Owners should turn in their rental renewal application for processing at least thirty (30) days before the lease expires.
- F. If your renter receives three (3) violations within the term of the lease, the lease will not be approved for renewal.
- G. **In Tuscany C, D and G, no new owner may lease his/her unit during the initial twelve (12) months/1 year of ownership. No exceptions will be made. In Tuscany "B" only, no new owner may lease the first twenty-four (24) months/2 years of ownership. In Tuscany "F" ONLY, no new owner may lease his/her unit during the initial six (6) months of ownership.**
- H. The minimum and maximum lease period allowed is twelve (12) months.
- I. The maximum number of occupants in a 1 or 2 bedroom unit is two (2) for all rentals and owners.

2) **Occupancy:**

- A. One person living in the unit must be fifty-five (55) years old or older. **THIS IS MANDATORY.**
- B. No one under the age of eighteen (18) years old can reside in any unit at any time for any reason.
- C. Sub-leasing is never permitted under any circumstances. Renting out rooms is not permitted.
- D. If an immediate family member (parent/child – one occupant must be over the age of fifty-five) will be residing in your unit when you are not present, a director in your building must be advised in writing. This would be permitted for a minimal amount of time. The Tuscany Condominium Association is not a hotel or vacation resort property. Air BNB rentals are not allowed.

3) **Children:**

- A. Children under the age of eighteen (18) may not live in the Tuscany Condominium Association, Inc. at any time, for any reason.
- B. Children under the age of eighteen (18) are permitted to visit for periods not to exceed thirty (30) days in total in any calendar year without prior written consent of the Board of Directors.
- C. No sporting games or picnicking are permitted in the common areas. This includes baseball, kickball, football, soccer, Frisbee, tag, jump rope, skateboarding, etc.

4) **Pets:**

Kings Point is a "no pet" community. With the exception of Service/Emotional support animals with approval.

5) **Doors, Locks and Floors:**

- A. The Board of Directors shall maintain keys to all units. The keys will be used for emergency purposes only or for maintenance inspections. In the event of maintenance inspections, prior notice will be provided to all residents.
- B. Hard and or heavy surface floor coverings, including, without limitation, tile, marble or wood, may not be installed in any part of a Unit, without the prior written consent of the Association with an

ARC form. The Association shall approve the installation of hard and/or heavy floor coverings provided the sound isolation and acoustical treatment material meets the specifications established by the Board.

- C. The installation of indoor/outdoor carpeting in any open patios, balconies or any other area with exposure to open air is strictly prohibited. The rain causes damage to the concrete underneath.

6) **Consent to Alter:**

- A. **No unit shall be materially altered, added to or modified without the prior written consent of the Association.** Specifications for desired work must be submitted to Wilson Landscaping & Management Corp. through an Architectural Request Form ("ARC" Form). These forms can be obtained by calling Wilson Landscaping & Management Corp. at (561)637-3402.
- B. Unit owners are responsible for any damages to the common elements caused by their own contractors/workers. Catwalks must be protected and/or cleaned at the close of every business day while work is being done.
- A. No contractor waste shall be placed in the dumpsters. Contractor is responsible to remove their own waste. If a contractor does not remove their own waste, they may be prohibited from working in Kings Point in the future.

7) **Trash and Recycling:**

- B. Place all garbage in plastic bags and tie the bags before dumping them into the dumpster. **NO LOOSE TRASH!** Do not drop large bulk items into the dumpster. **All cardboard boxes must be broken down before placing in dumpster or recycling bins.**
- C. Put recyclables in their proper bins. Do not put tied plastic bags into the recycle bins. If the recyclable bins are full, place recyclables into the dumpster. **DO NOT place anything on the ground. Cartons and pizza boxes should not be placed in the recyclable bins.**
- D. Bulk items such as furniture, appliances and other large items are picked up every Tuesday. Bulk items may be placed NEATLY next to the dumpster **on Mondays after 5 pm, ONLY.** If bulk items are placed at the dumpster any other day, you will be billed for the cost to remove the items.
- E. No contractor waste shall be placed in dumpster. If a contractor does not remove their own waste, they may be prohibited from working in Kings Point in the future.

8) **Things not permitted:**

- A. Excessive noise from televisions, stereos, visitors, etc. between the hours of 10:00 PM and 7:00 AM. For disturbances, please contact the non-emergency phone number for the Palm Beach County Sheriff's office at (561)995-2800.
- B. For units on the second floor, place felt tips under movable furniture.
- C. No feeding wildlife (squirrels, ducks, birds, feral cats, etc.). This attracts rodents and racoons which defecate on catwalks, which is unsightly, unsanitary and could cause a slip and fall.
- D. **Smoking is not permitted in the lift, on catwalks or walkways attached to the building. Please be considerate of your neighbors when smoking.**
- E. No business, licensed or unlicensed, maybe operated out of any unit.
- F. No labels may be placed on front doors, windows or mailboxes.
- G. No cooking on patios, balconies, or common areas of Tuscany Condominium Association per the order of Palm Beach County Fire Department.
- H. No generators permitted at the Tuscany Condominium Association per the order of the Palm Beach County Fire Department.
- I. Nothing is permitted to be hung on doors, windows, balconies, or over catwalk railings.
- J. No shaking of rugs, mops, rags, etc. on or over the catwalks or on grassy areas.

- K. No throwing buckets of water, cooking oil, or any liquid or dry material, food, etc. onto the catwalks, plants or grass.
- L. No sweeping or throwing anything out the front door onto the catwalk or over the balcony onto plants or grass.
- M. No walking or driving on the grass or through the plants in front.
- N. No signs, advertisements or stickers may be placed on unit doors, windows or exterior walls.
- O. No signs, for sale signs or otherwise, advertisements, etc. on vehicles.
- P. No doormats are permitted for safety reasons (trip and fall).
- Q. No chairs, flower pots, statues, ornaments can be placed on catwalks or in front of units.
- R. Holiday wreaths/decorations are permitted on outside of door from December 1st thru January 15th **ONLY**. Wreaths and decorations must be hung using removable “over the door” hooks, no nails or screws allowed in the door.
- S. Construction hours are Monday–Saturday from 8:00 am until 5:00 pm. No construction work can be completed on Sundays at any time (unless an emergency repair is needed).
- T. The switch that controls the light outside the front door must be left in the “on” position at all times. The lights are on sensors and will come on automatically from dusk to dawn for the safety of all residents. If your light bulb is not working, please notify a Director in your building.

9) **Leaks:**

- A. Check for dripping faucets, running toilets and leaking shower heads. Call your service contactor immediately when a leak has been noted.
- B. The Association highly recommends installing water leak detection devices under sinks, near toilets and by hot water heaters. This will help prevent major flooding in the event of a water leak or pipe burst. These leak detection items are relatively inexpensive and can be purchased at home improvement stores.

10) **Lift:**

- A. Report lift issues to the Board of Directors.
- B. The lift is not to be used to transport freight items, appliances, furniture, etc. It is for **PASSENGER USE ONLY**.
- C. **The lift must be returned to the first floor, every time it is used.** There is a small pull cord to the left of the lift on the 1st floor. When the cord is pulled, the lift will return to the 1st floor.
- D. The lift is equipped with an emergency call button in the event you are trapped. This button should only be used in the event of an emergency. If there is an issue with the lift itself, it will be reported to the lift company.

11) **Cable:**

- A. Comcast is the cable provider for all of Kings Point. There is a bulk cable contract for the community which covers **basic cable only**. Please contact Comcast at (561)266-2278 for questions regarding boxes, internet, home phone, etc.

12) **Hurricane Season (June 1 – November 30):**

- A. Hurricane shutters may be closed during Hurricane Warnings only. They may not be closed while you are away.
- B. Bicycles must be brought inside upon a Hurricane Warning being issued.
- C. Unsecured items from your patio or elsewhere must be brought in upon a Hurricane Warning being issued. This is so they do not become projectiles during the storm.

13) **Bulletin Boards:**

- A. Glass covered Bulletin Board is for Board of Directors use only.

14) **Vehicles and Parking: (Violators will be towed)**

- A. You must obey all roadway signs, including speed limits. The Palm Beach County Sheriff patrols the community and will ticket violators and/or speeders.
- B. One (1) parking space is assigned to each unit.
- C. Vehicle tags must be current.
- D. Parking spaces cannot be changed, exchanged or rented. Parking spaces can be temporarily reassigned upon the Board receiving a written agreement between the two owners switching spaces.
- E. Vehicles must be parked head in, not backed in and must be pulled all the way up to the concrete bumper.
- F. Vehicles in disrepair (i.e. broken windows, flat tires, missing parts, inoperable, etc.) are not permitted. If vehicles in disrepair are parked on Association property, they are subject to be towed, with advance notice (tagging of vehicle).
- G. No maintenance or mechanical repairs are permitted except in an emergency.
- H. Disabled/crashed vehicles may not be parked in either an assigned or guest space for more than seven (7) days.
- I. Car washing is not permitted.
- J. No commercial vehicles, recreational vehicles, boats or trailers may be parked on the property overnight.
- K. Guest spaces may be used for units with more than one (1) vehicle. **The guest spaces are “first come, first served” and are not reserved for any one unit.**
- L. No more than one (1) vehicle per licensed driver, with a maximum of two (2) vehicles per unit.
- M. No loud vehicles, or motorcycles will be permitted, nor is loud music blaring from vehicle permitted.
- N. **Any car leaking oil on the parking area must be reported to the Board. Pictures and notice of violation will be sent to the owner of the vehicle who must contact a company to remove the stain properly at their own cost.**

15) **Bicycles:**

- A. Bicycles must be parked in a bike rack or kept in your unit. Bicycles that become rusted or have unsightly coverings will be removed.

16) **Moving guidelines:**

- A. No eighteen (18) wheeler moving trucks will be granted access into Kings Point.
- B. Trucks cannot block entire main entrance. Please leave half of the walkway open for pedestrians and emergency vehicles.
- C. The elevator/lift is not to be used to move appliances, furniture etc. Passenger use only.
- D. Do not damage building, doors, handrails, exit signs, light fixtures, etc. Owners/renters will be charged for damages to common elements.

PLEASE ADVISE YOUR FAMILY, GUESTS, VISITORS, CONTRACTORS, TENANTS AND OTHER INVITEES ABOUT THE RULES AND REGULATIONS ABOVE. YOU THE OWNER/RESIDENT WILL BE RESPONSIBLE FOR ANY AND ALL FINES AND LEGAL FEES.

I/We the undersigned understand and agree to abide by the Rules and Regulations of the Tuscany Condominium Association, Inc.

Signature _____ Date _____

Signature _____ Date _____



KINGS POINT
GOLF AND COUNTRY CLUB
Where Exceptional Lifestyle Begins

RENTAL and RESALE INFORMATION
ID OFFICE
561-499-3335 Ext. 136 & 135
Monday – Friday 9:00 AM – 4:00 PM
Closed Saturday and Sunday

Fees (All fees subject to change)

- Capital Contribution & Processing Fee-includes one (1) Resident ID Card & one (1) Barcode
\$1,800.00 (Applicable to all resales and transfers of ownership as of June 1, 2022)
- Resident ID \$60.00
- Single Resident ID \$60.00
- Lessee ID \$60.00
- Guest ID \$10.00 (See procedural guide for further details)
- Health Aide ID \$50.00 (Three months)
- Barcode \$10.00
- Saxony RFID Tag \$10.00

Requirements: Coincident with submission of an application for purchase of any unit, proof of payment of the Capital Contribution & Processing Fee **must be included.**

Before issuing **Resident ID cards**, we must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal and,
- The previous owner's ID card(s) must be turned in to Kings Point's ID office. If the ID card(s) cannot be located, a \$60 fee for each outstanding ID card must be paid before new ID cards will be issued. **Checks payable to: Kings Point Recreation Corp., Inc.**
- **Note:** Maximum of two (2) resident ID cards per unit. The first ID card purchased for a resident/lessee must be issued to an individual fifty-five (55) years of age or older.

Before we can issue **Lessee ID cards**, the ID office must receive the following:

- A copy of the Certificate of Approval from the association's management company approved by an association officer with the association seal, along with a lease and,
- Any outstanding ID cards issued for that unit must be turned in.
- As of August 6, 2015, any unit that is SOLD, if there is an existing lease on the unit AND the lessee turns in their ID cards, ID Cards can be purchased by the new owner, even if the lease has not expired.
- Any Owner or Tenant that breaks the lease, the existing rule below still follows:

Resident ID card(s) will not be issued or another Lessee ID card(s) will not be issued until the expiration of the current lease. No Exceptions!

Kings Point Recreation Area Amenities

The Recreation facilities consists of three (3) clubhouses, swimming pools, Natatorium, golf courses, tennis, shuffleboard, pickleball, bocce ball, racquetball and basketball courts, canals, entry gates and roads of the community and other common facilities. Kings Point is a “**NO PET**” community. The Recreation Area does not include condominium property and its parking areas or common grounds. Our residents also have use of the Kings Point buses. The buses serve the community, the immediate surrounding areas and shopping centers. To assure that residents and their guests have exclusive access to all recreation facilities, a Kings Point ID is necessary. The ID cards are issued in the **ID Office located in the Administration Building**.

PLEASE READ CAREFULLY BEFORE SIGNING!!!!

*Signature: _____ *Signature: _____
Seller/Owner Buyer/Tenant

******Effective June 1, 2022******

Note: **Capital Contribution & Processing Fee** of \$1,800.00 *payable to: Kings Point Recreation Corporation, Inc.*, the Not For Profit Corporation organized under Florida Statute 617, authorized to manage the Recreation Facilities, **must be submitted** with application for purchase.

KINGS POINT USER ACCOUNT REGISTRATION

SIGN IN or CREATE AN ACCOUNT at the kingspointdelray.com website

The enhanced access control system is ready to launch and will be linked to the Kings Point ID system so that you can start developing your list of friends and family for your Permanent/ Temporary/ Vendor gate access.

1. Every resident that has a Community ID are already in the ID system. Those of you that have purchased theater tickets using the Internet have already activated their accounts.
2. For each resident, there will only be ONE account. It will allow you to maintain a Permanent/ Temporary/Vendor Guest list, purchase tickets to our theater and register for "T Times" at the golf course. It will also link purchased theater tickets into the data base so that security will know who is on our property. Remember – persons who do not have ID cards will not be able to activate an account.
3. Activate your account by going to the kingspointdelray.com website.
 - a. On the "Home Page" click on the "Gate Access/Visitor Management" link in order to sign in or create an account.
 - b. Click on "Create Account" and a new screen will appear. The badge number and name you fill in must match the name as it appears on your ID. When creating your account you select a user name and the password. Note the password restrictions listed at the bottom of the page. Make sure that you keep your user name and password in a safe place, as you will need it every time you access your account. When completed, click on "Create User" at the bottom of the page. You have now completed your part of the activation process.
 - c. You will be notified when your account has been activated (within 72 hours).
4. If two persons living in a unit have different last names, it is advisable for each to activate his/her own account. The two accounts will be linked by unit address so that when purchasing tickets during the restricted period, a unit can still only purchase two tickets.
5. Populate your account by going to the kingspointdelray.com website and click on the "Gate Access/Visitor Management" link.
 - a. Click on "Sign In" and enter your user name and password.
 - b. Click on "Sign Me In" and fill in the data requested. Permanent Visitors do not need a visit date. Temporary Visitors will need to fill in the dates for each visitor. Names on the "Temporary" list are automatically deleted at the end of their authorized access time.
 - c. The "Permanent" list will be updated on an annual basis.
 - d. Vendors that issue their employees identification cards, i.e. the Post Office and FedEx do not need to be added to your list.
6. **Do not have a computer?** Call the Staff Office at 561-499-3335/ 561-499-7751 Ext. 225 for an appointment. The Staff will help you activate your account and enter the data.
7. Target date to activate the system at the Normandy Gate is on Monday, May 4th. Once the system is running smoothly at the Normandy Gate, the other manned gates at Kings Point will be implemented.

Like any new major change, this will require your patience as it is a massive programming effort with links to several existing systems. However, you can help in the implementation if you are a resident by obtaining your Kings Point ID. All Residents and Lessees with a vehicle should purchase a barcode for easy access thru the gates.