

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

## RENTAL/RENEWAL UPDATE FORMS TUSCANY E 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
- Owner <u>MUST</u> submit copy of Pest Control, Appliance contract, and Homeowner's Insurance Policy with 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, FL 33445

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

## **RENTAL/RENEWAL INFORMATION SHEET**

Association:	TUSCANY E (	CONDOMINIU	<u>IM ASSOCIATI</u>	ON, INC. Unit:			
Name of Owne	er (s):						
Owner (s) Add	ress: _						
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 Addre	ess:						
Lessee's Phone:		Lessee's Cell:					
Vehicle Inform	ation						
Make:		Model:		_ Year:	Plate#:		
	PLEASE LIS	ST ALL OCCUPA	NT(S) WHO WILL F	Reside at unit if af	PPROVED:		
Name			Relationship to Applicant		Date of Birth		
<u>PLEASE</u>	PROVIDE NAME	AND ADDRESS	OF WHERE TO SEN	ID APPROVED CERI	FICATE OF APPROVAL:		

#### TUSCANY E CONDOMINIUM ASSOCIATION, INC. LEASE ENFORCEMENT AGREEMENT

THIS AGREEMENT made this	_ day of _		, 20, by and	d betw	/een
("Landlord"),			_ ("Tenant(s)")	and	the
<b>TUSCANY E CONDOMINIUM ASSOCIATI</b>	ON, INC.	("Association").			

- 1. Landlord is the owner of the following Unit within the **TUSCANY E CONDOMINIUM ASSOCIATION**, unit # \_\_\_\_\_, located in Delray Beach, FL.
- 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 <u>Exhibit "A".</u>
- 3. Association is the condominium association operating the **TUSCANY E 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 E 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 E 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 attorneys 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	Landlord
Second Witness as to Both	Landlord
	Date:
First Witness as to Both	Tenant
Second Witness as to Both	Tenant Date:
	TUSCANY E CONDO. ASSOCIATION, INC
First Witness	By: Its:
	Date:

Second Witness

# **Tuscany E Condominium Association, Inc.**

c/o Wilson Landscaping & Management Corp. 1300 NW 17<sup>th</sup> Ave. Suite 270 Delray Beach, FL 33445 Phone (561) 637-3402 Fax (561) 637-3407

### **Appliance Contract Agreement (Required)**

Unit Number:			
Owner(s):			

Lease date from \_\_\_\_\_\_ through \_\_\_\_\_

This letter is to certify that I will renew my appliance contract should expiration occur during the above listed lease dates.

**Owner's Signature** 

Date

<u>Please Note:</u> This form <u>MUST</u> be filled out by the owner along with a copy of existing service contract and given to the applicant so that this form as well as the copy of the contract can be submitted at the same time as the rest of the application.

# **Tuscany E Condominium Association, Inc.**

c/o Wilson Landscaping & Management Corp. 1300 NW 17<sup>th</sup> Ave. Suite 270 Delray Beach, FL 33445 Phone (561) 637-3402 Fax (561) 637-3407

### Monthly Pest Control Contract Agreement (Required)

Unit Number: \_\_\_\_\_ Owner(s): \_\_\_\_\_

Lease date from \_\_\_\_\_ through \_\_\_\_\_

This letter is to certify that I will renew my monthly pest control contract should expiration occur during the above listed lease dates.

**Owner's Signature** 

Date

<u>Please Note:</u> This form <u>MUST</u> be filled out by the owner along with a copy of existing pest control contract and given to the applicant so that this form as well as the copy of the contract can be submitted at the same time as the rest of the application.

# **Tuscany E Residents Guide for Renters**

Welcome to your new home in Tuscany E at Kings Point. We extend to you a warm welcome and hope you will be happy here.

We want you to understand the rules and bylaws of our community. We have instituted these rules so as to insure that EVERYONE who is a tenant at Tuscany E can enjoy the peace and quiet as well as maintain a quality of life that benefits everyone. Some of these rules may seem strange or even unnecessary but we have found that putting things in writing is the easiest way to make sure that everyone has the same information and knows what is expected of them and their guests.

At Tuscany E, the security and safety of our residents is of paramount importance. We care about our residents however we do not and will not take care of our resident's personal needs. Irrespective of personal issues, every resident must fulfill their below mentioned obligations to the Association on their own.

Tuscany E Condominium Association, Inc., referred to as TUE in this guide is responsible for most of the day to day running of our building: insurance for the common elements of our property, garbage collection, maintenance of the walkways, landscaping, the parking lots etc. <u>TUE is not responsible for Florida Rooms. TUE responsibility extends to the rear wall but not beyond.</u> Any problems with this area are between you and the owner.

Your rental includes your numbered unit and the <u>ONE ASSIGNED</u> parking space. A list of which space that belongs to what unit is posted at the mailboxes on the bulletin board. PLEASE, DO NOT USE ANOTHER UNIT'S PARKING SPACES. Not only is it un-neighbourly, it is illegal. <u>Motorcycles and trucks are prohibited at TUE.</u>

There are a limited number of <u>visitor parking spots</u> spaced around the lots; these are for the <u>exclusive</u> <u>use of invited visitors</u>. If you need more than one parking space, make arrangements with a non-vehicle owner to use their parking space.

#### The lift may not be used as a freight elevator at any time.

You as a tenant are responsible for Water, electricity and cable TV services (beyond the basic service provided by Kings Point) unless your owner has rented to you with water and electricity included.

Water service is provided by Palm Beach Water. You must contact them directly to open an account. Your unit may not have water service so check with your owner. Account arrangements should be made in advance of at least 24 hours.

Electricity service is provided by FPL; please contact the utility company directly to open an account to begin your service. It takes 24 hours to start an account.

# TUE does not have any responsibility for unit repairs to water, drainage, sewage lines and electric repair issues. These issues are to be dealt with through your owner or the service directly.

Cable TV service is a bit more complicated but not overly so. BASIC cable to all residents of Kings Point is included in your rental fee. Should you want an upgrade of service above BASIC service, you must contact COMCAST to establish an account. You will receive a discounted rate because the basic service is already paid for in your maintenance. No satellite dishes, TV or radio antennas are permitted at Kings Point.

Renter insurance to cover your personal property as well as accidents etc. is highly recommended.

In order to maintain the cleanliness, quiet and general wellbeing of the owner and tenants of Tuscany E there are a few other rules that need to be made clear.

1- PETS are not permitted in TUE and Kings Point. This helps maintain the cleanliness and quiet of the condo. Federally protected and comfort animals are the exception. Please fill in the approval documents for TUE and the separate ones for Kings Point to secure approval. Visitor pets are prohibited.

2- This a Senior Community. Children under the age of 18 are not permitted as residents. They can visit but cannot live here.

3- A maximum of two adults are permitted per unit; in either a one or two bedroom unit. Guests are welcomed for up to 30 days. Guests in residence beyond thirty days must apply to the Board for approval. The renter MUST be in residence with any guest.

4- The walkways are for walking not for furniture or garbage. It is a violation of the fire code to have anything on the walkways. If you want to sit on the walkway, please remove the chair when you are finished. Welcome mats outside the door are prohibited.

5- We are a community of neighbours. Be aware of your neighbours when you are listening to the TV or to music and keep the volume at a considerate level.

6- Bar-B-Qing is not permitted anywhere in Kings Point.

7- A bicycle rack is installed at the West end of Tuscany E. Do not store bicycles on the walkway or under staircases.

8- A SET OF KEYS TO YOUR UNIT IS REQUIRED TO BE LEFT WITH THE BOARD OF DIRECTORS. This is for your safety in event of emergencies. Please inform the board if you will be away for a length of time. Please supply Wilson Management with contact information in case of emergencies while you are away. This can save a lot of both money and time in an emergency.

9- WE RECYCLE. PLEASE FOLLOW THIS RULE. THERE IS NO GARBAGE PICKUP FROM YOUR DOOR. NO GARBAGE SHOULD BE LEFT ON THE WALKWAY. Large disposal containers are located at either end of TUE.

10-The "walkway light" (located on the exterior to one side of the front door) must be illuminated at night for our collective safety along walkways. The switch to the walkway light is found on the interior of your unit. It must be in the on position <u>ALWAYS</u>. The porch light will automatically alight and turn off according to the available natural lighting. TUE is responsible for the maintenance and replacement of the porch light.

That should cover the basics. The aim is to make our community reasonable, respectable, respectful, responsible and safe!

I have read and understand all of the above.

I agree to comply	Signed	
-------------------	--------	--

\_\_\_\_\_

I do not agree to comply \_\_\_\_\_ Signed

Revised: Feb.-2018



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

KINGS POINT GOLF AND COUNTRY CLUB

Where Exceptional Lifestyle Begins

#### Fees (All fees subject to change)

- Capital Contribution & Processing Fee-includes one (1) Resident ID Card & one (1) Barcode
  <u>\$1,800.00</u> (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

**<u>Requirements</u>**: 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. <u>No Exceptions</u>!

#### 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:

Seller/Owner

\*Signature:

Buyer/Tenant

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

<u>Note</u>: 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, <u>must be submitted</u> with application for purchase.

7000 West Atlantic Avenue, Delray Beach, FL. 33446-1699, Telephone 561-499-3335

#### 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 <u>kingspointdelray.com</u> 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.