

TRAK PROPERTY MANAGEMENT
751 Park of Commerce Drive Suite 116
Boca Raton, FL 33487
561-245-4444 OFFICE 561-245-4447 FAX

**IF YOU REQUIRE A CLOSING LESS THAN 14 DAYS
FROM SUBMISSION OF APPLICATION,
YOU MUST SUBMIT A COMPLETE APPLICATION
AND ADD A SEPARATE RUSH FEE
PAYABLE TO TRAK
IN THE AMOUNT OF \$100.00
IN ADDITION TO THE APPLICATION FEES.**

**PLEASE REVIEW THE CHECKLIST CAREFULLY PRIOR
TO SUBMISSION.**

APPLICATIONS WILL BE PROCESSED

**MONDAY – FRIDAY
FROM
9:00 AM – 12:00 PM**

IN THE ORDER THEY ARE RECEIVED

WARNING: We are not authorized to change an owner's name in our system until we have received a Warranty Deed or copy of change from the Palm Beach Property Appraiser's website. If you do not provide this proof of change of ownership your bills will go to the previous owner and you may incur late fees, interest, and attorney fees

**TUSCANY VILLAGE OF BOCA RATON HOMEOWNERS ASSOC., INC.
APPLICATION FOR SALE/LEASE APPROVAL**

1. THIS APPLICATION MUST BE COMPLETED IN DETAIL AND IN FULL BY THE PROPOSED BUYER OR LESSEE AND RETURNED TO:

**C/O TRAK PROPERTY MANAGEMENT
751 Park of Commerce Drive Suite 116
Boca Raton, FL 33487
561-245-4444 OFFICE 561-245-4447 FAX**
2. PLEASE ATTACH A COPY OF THE SALES CONTRACT OR LEASE AGREEMENT.
3. PLEASE ATTACH THE FOLLOWING FEES:
 - A. **NON-REFUNDABLE APPLICATION FEE OF \$150.00 PER APPLICANT PAYABLE TO TUSCANY VILLAGE.**
 - B. **A \$75.00 PROCESSING FEE PAYABLE TO TRAK PROPERTY MANAGEMENT.**
 - C. **A REFUNDABLE SECURITY DEPOSIT CHECK MADE PAYABLE TO TUSCANY VILLAGE IN THE AMOUNT OF \$500.00 ON ALL LEASES.**
4. COPIES OF DRIVERS LICENSES FOR ALL DRIVERS RESIDING IN THE UNIT.
5. COPY OF VEHICLE REGISTRATIONS FOR ALL VEHICLES TO BE PARKED ON PROPERTY.
6. AN INTERVIEW BY A REPRESENTATIVE OF THE ASSOCIATION IS REQUIRED.
7. OWNERS MUST PROVIDE NEW BUYERS WITH A COPY OF THE DOCUMENTS FOR TUSCANY VILLAGE AND PROOF OF SAME NEEDS TO BE SUBMITTED WITH THIS APPLICATION.
8. OWNER AND TENANT MUST SIGN AND BE AWARE OF THE ASSIGNMENT OF RENT. IF TERM OF RENT IS PAID IN FULL BY TENANT, OWNER MUST PAY QUARTERLY DUES IN FULL EQUAL TO THE LENGTH OF THE RENTAL TERM.
9. THIS COMPLETED APPLICATION MUST BE SUBMITTED TO THE ASSOCIATION OFFICE NO LATER THAN 30 DAYS PRIOR TO THE DESIRED DATE OF CLOSING.

**APPLICATION FOR LEASE/SALE, GIFT, DEVISE OR
INHERITANCE APPROVAL**

PLEASE PRINT OR TYPE

TODAY'S DATE: _____

IS THIS A SALE OR LEASE: _____

CLOSING DATE: _____ LEASE TERM: _____

PRESENT OWNER'S NAME: _____

PRESENT OWNER'S TELEPHONE: _____

ADDRESS OF UNIT FOR SALE OR LEASE:

NAME OF REALTOR HANDLING SALE OR LEASE: _____

TELEPHONE: _____

BUYER'S NAME: _____

LESSEE'S NAME: _____

ARE YOU A SERVICE MEMBER? _____

PRESENT ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

OTHER PERSONS WHO WILL OCCUPY THE UNIT WITH YOU:

NAME	AGE	RELATIONSHIP
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. I hereby agree for myself and on behalf of all persons who may use the home which I seek to purchase or lease:
 - a. I will abide by all the restrictions contained in the By-Laws, Rules and Regulations and Restrictions, which are or may in the future be imposed by TUSCANY VILLAGE.
 - b. I understand that pets (if any) must be kept on a leash and solid waste must be removed.
 - c. I understand that sub-leasing or occupancy of this unit in my absence is prohibited.
 - d. I understand that any violation of the terms, provisions, conditions and covenants of the TUSCANY VILLAGE Documents provides cause for immediate action as therein provided, or termination of the leasehold under appropriate circumstances.

2. I understand that the acceptance for Lease of a unit at TUSCANY VILLAGE is conditioned upon the truth and accuracy of this application and upon the approval of the Board of Directors. Any misrepresentation or falsification of information of these forms will result in the automatic rejection of this application. Occupancy prior to approval is prohibited.

3. I understand that the Board of Directors of TUSCANY VILLAGE may cause to be instituted such an investigation of my background as the Board may deem necessary. Accordingly, I specifically authorize the Board of Directors to make such investigation and agree that the information contained in this and the attached application may be used in such investigation and that the Board of Directors and Officers of TUSCANY VILLAGE itself shall be held harmless from any action or claim by me in connection with the use of the information contained herein or any investigation conducted by the Board of Directors.

In making the foregoing application, I am aware that the decision of TUSCANY VILLAGE will be final and no reason will be given for any action taken by the Board. I agree to be governed by the determination of the Board of Directors.

 APPLICANT'S Signature

 CO-APPLICANT'S Signature

 Print Applicant's Name

 Print Co-Applicant's Name

APPLICATION FOR OCCUPANCY

PRESENT OWNER'S NAME: _____

TELEPHONE: _____

ADDRESS OF UNIT FOR SALE OR LEASE:

NAME OF REALTOR HANDLING SALE OR LEASE: _____

TELEPHONE: _____

BUYER'S/LESSEE'S NAME: _____

TELEPHONE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____ SOCIAL SECURITY #: _____

DRIVER'S LICENSE #: _____ EXPIRATION DATE: _____

SPOUSE/CO-APPLICANT: _____

TELEPHONE: _____ MARITAL STATUS: _____

DATE OF BIRTH: _____ SOCIAL SECURITY #: _____

DRIVER'S LICENSE #: _____ EXPIRATION DATE: _____

NUMBER OF ADULT OCCUPANTS: _____ NUMBER OF CHILDREN: _____

NUMBER OF PETS: _____

DESCRIBE (BREED, COLOR AND WEIGHT): _____

DESCRIBE (BREED, COLOR AND WEIGHT): _____

IN CASE OF EMERGENCY NOTIFY: _____

ADDRESS: _____

TELEPHONE: _____

RESIDENCY (SECTION 1)

PRESENT ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

LANDLORD/MORTGAGE COMPANY: _____

MORTGAGE LOAN #: _____

EMPLOYMENT (SECTION 2)

PRESENT EMPLOYER: _____

TELEPHONE: _____

TITLE: _____ LENGTH OF EMPLOYMENT: _____

SALARY: _____

SPOUSE'S/CO-APPLICANT'S EMPLOYER: _____

TELEPHONE: _____

TITLE: _____ LENGTH OF EMPLOYMENT: _____

SALARY: _____

BANK INFORMATION (SECTION 3)

BANK NAME: _____ TELEPHONE: _____

ADDRESS: _____

CHECKING ACCOUNT #: _____ DATE ACCOUNT OPENED: _____

SAVINGS ACCOUNT #: _____ DATE ACCOUNT OPENED: _____

BANK NAME: _____ TELEPHONE: _____

ADDRESS: _____

CHECKING ACCOUNT #: _____ DATE ACCOUNT OPENED: _____

SAVINGS ACCOUNT #: _____ DATE ACCOUNT OPENED: _____

CHARACTER REFERENCES (SECTION 4)

(Do not give relatives' names)

NAME: _____ RELATIONSHIP: _____

TELEPHONE: _____ TELEPHONE: _____

NAME: _____ RELATIONSHIP: _____

TELEPHONE: _____ TELEPHONE: _____

AUTOMOBILE INFORMATION (SECTION 5)

NUMBER OF CARS: _____

MAKE: _____ MODEL: _____ YEAR: _____

TAG #: _____

MAKE: _____ MODEL: _____ YEAR: _____

TAG #: _____

MAKE: _____ MODEL: _____ YEAR: _____

TAG #: _____

GENERAL INFORMATION (SECTION 6)

Have you ever been evicted before? _____

If yes, where/why? _____

Have you ever refuse to pay rent? _____

If yes, where/why? _____

I give my full authorization to obtain my Credit Report, Criminal History Record, Eviction Record and to verify the above information.

Signature: _____ **Date:** _____

CHECKLIST

1. If any question is left blank, this application may not be approved. This application is subject to approval.
2. Attached is a non-refundable fee of \$150.00 payable to TUSCANY VILLAGE PER APPLICANT.
3. Attached is a non-refundable fee of \$75.00 payable to TRAK.
4. Attached is a refundable security deposit in the amount of \$500.00 payable to TUSCANY VILLAGE OF BOCA RATON for leasing only.
5. Please enclose a copy of the Lease/Sales Contract with this application.
6. Proof of receipt of documents on sales.
7. Copies of all required Drivers Licenses
8. Copies of all required Registrations.

I/We declare the above information to be true and correct. I/We authorize the landlord, or agent(s) to verify and obtain a consumer credit report.

I/We agree to abide by the Rules and Regulations of the Association.

APPLICANT'S Signature/Date

CO-APPLICANT'S Signature/Date

Print Applicant's Name

Print Co-Applicant's Name

**PROOF OF RECEIPT OF DOCUMENTS
FOR SALES/LEASES**

**Please sign below as proof that you received the documents for TUSCANY VILLAGE OF BOCA RATON
HOMEOWNERS ASSOC., INC.**



I/We have received the Documents for TUSCANY VILLAGE OF BOCA RATON HOMEOWNERS
ASSOC., INC.

Signature Date

Signature Date

**TUSCANY VILLAGE OF BOCA RATON HOMEOWNERS ASSOC., INC.
DISCLOSURE STATEMENT
PURCHASERES ONLY**

1. As a homeowner at TUSCANY Village, you are allowed one vote per unit. A Certificate of Authority to Vote designating one person as voter is required to be filed with TRAK Property Management.
2. The Association Documents, i.e. Articles of Incorporation, Protective Covenants, By-Laws and Rules and Regulations and Amendments describe the use of your unit and the common grounds.
3. Your maintenance fees for the Homeowners Association are billed quarterly and are **due the first day of each quarter.**
4. As an owner, you automatically become a member of TuscanY Village Homeowners Association, Inc., and are governed by the Associations Documents and Rules and Regulations.

PLEASE NOTE: THE ABOVE STATEMENTS ARE SUMMARY IN NATURE ONLY. PROSPECTIVE PURCHASERS SHOULD CONSULT REFERENCES, EXHIBITS, THERETO, SALES CONTRACTS, AND THE HOMEOWNER'S DOCUMENTS AND CURRENT RULES AND REGULATIONS FOR MORE DETAILED INFORMATION CONCERNING THE PROPERTY AT TUSCANY VILLAGE.

NAME: _____ **DATE:** _____ **UNIT:** _____

TUSCANY VILLAGE OF BOCA RATON HOMEOWNERS ASSOC., INC.

PARKING ACKNOWLEDGEMENT

CURRENT OWNER NAME _____

CURRENT OWNER NAME _____

PROPERTY ADDRESS _____

TENANT/BUYER NAME _____

TENANT/BUYER NAME _____

The undersigned prospective Tenant(s)/Buyer(s), to the Lease Agreement/Contract of Sale for the property, acknowledge that they are leasing/buying a Unit that is part of a deed restricted community and governed by the Association Documents for the homeowner's/property owners association. The leased/re-sale has an attached 2 car garage.

Due to the limited amount of parking spaces available each unit is limited to a maximum of two (2) VEHICLES PER HOUSEHOLD. The vehicles are to be parked/housed in the respective unit's garage during all hours of the day and night. The unit occupant's vehicles cannot be parked in the parking spaces reserved/designated for guests at any time during the day or night.

Garage must be kept free and clear at all times of any items that may hinder it from accommodating (2) cars. Any garage that cannot accommodate 2 cars will not be able to receive a visitor's pass. Visitor's passes are obtained 24/7 by texting the make, model, color and tag # to (631) 838-2400. Visitor's passes are required for all vehicles in a visitor's spot between the hours of Midnight and 6 a.m. Any vehicle parked in the paver area in front of a garage door will be towed without notice. Any vehicle without a visitors pass will be towed without notice.

The undersigned understands that all vehicles must be parked in the garage at all times and agrees to same, in compliance of the Association's governing documents. Any vehicle parked outside the garage is subject to towing without prior notice.

Signature Date

Signature Date

EFFECTIVE JULY 1, 2010; FLORIDA STATUTE 718.116 (CONDO) 720.3085 HOA:

UNIT OWNERS' CONSENT TO ASSIGNMENTS OF RENTS TO THE ASSOCIATION.

The undersigned, _____, as owner(s) of the property whose address is: _____ of _____, and whose mailing address is _____ and the undersigned tenant (s) _____ agree as follows;

1. That said owner agrees to continue making payments directly to the Association all dues/assessments and/or special assessments as they are due.
2. That in the event that said owner does not pay any one (1) monthly assessment by the 30th day of each month, The Association, or any agent thereof, shall have the right to require that the tenant pay the monthly assessment along with any additional amounts then owed to the Association, including but not limited to, delinquent assessments, special assessments, late fees, attorney's fees, costs from enforcement of this Addendum or other legal action to collect delinquent maintenance/assessments, and fines directly to The Association and to then pay the remainder to the landlord/owner.
3. The Association shall send written notice to both the unit owner and the tenant of the imposition of the requirement, after an owner has failed to pay any one (1) month's dues/assessments by the 30th day of the month.
4. The unit owner hereby assigns that portion of the rents, including any delinquent assessments, special assessments, attorney's fees and court costs, due and payable to the Association, upon the association giving notice as described above of the delinquency and imposition of the requirement that the tenant pay the monthly assessment to the Association.
5. The unit owner agrees that he/she/they will not consider the tenant delinquent in their rental payment, nor commence eviction proceedings against the tenant, in the event that the tenant pays the monthly assessment directly to the Association and deducts same from the tenant's rental payment to the unit owner.
6. After the account balance becomes current by means of tenants payments, the tenant shall continue to deduct the monthly assessments/dues from the rent and pay it directly to the Association unless otherwise notified by The Association or an Agent of the association.
7. In the event it becomes necessary to bring legal action to enforce this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and interest. Any fees or costs incurred by the Association shall be incurred in the amount paid by the tenant to the Association under this addendum.

THIS AGREEMENT SHALL BIND ALL PARTIES THERETO

Countersigned: _____ or Management

Unit Owner: _____ By: _____

Tenant: _____ Title: _____

TUSCANY VILLAGE AT BOCA RATON HOMEOWNERS ASSOCIATION, INC.

PARKING ACKNOWLEDGEMENT

CURRENT OWNER NAME _____

CURRENT OWNER NAME _____

PROPERTY ADDRESS: _____

TENANT / BUYER NAME: _____

TENANT / BUYER NAME: _____

The undersigned prospective Tenant(s) / Buyer(s) to the Lease Agreement / Contract of Sale for the property, acknowledge they are leasing / buying a Unit that is part of a deed restricted community and governed by the Association Documents for the homeowner's / property owners association.

Due to the limited amount of parking spaces available, each unit is limited to a maximum of two (2) VEHICLES PER HOUSEHOLD. The vehicles are to be parked / housed in the respective unit's garage during all hours of the day and night. The unit occupant's vehicles may not be parked in the parking spaces reserved or designated for guests at any time during the day or night.

Garage must be kept free and clear at all times of any items that may hinder it from accommodating two (2) vehicles. Any garage that cannot accommodate two (2) vehicles will not be issued a "Visitor Pass". Visitor Passes are obtained by calling or e-mailing the Management Company (Trak Property Management Group, Inc.) at 561-245-4444 or bob@trakpmg.com. At least twenty four hours' notice, prior to the actual date needed is required. Please refer to Article IX – Parking Regulations and Acknowledgement, Section 5, contained in this package for a more detailed description of the Parking Rules for Tuscany Village.

I / We, agree to abide by the Rules and Regulations of the Association.

APPLICANT'S Signature / Date

CO-APPLICANT'S Signature / Date

Print Applicant's Name

Print Co-Applicant's Name

REVIEWED / REVISED: JANUARY 1, 2016

TUSCANY VILLAGE AT BOCA RATON HOMEOWNER'S ASSOCIATION, INC.

PARKING REGULATIONS & ACKNOWLEDGEMENT

Article IX – RULES & REGULATIONS - USE RESTRICTIONS

Section 5. Automobiles, Commercial and Recreation Vehicles, etc.

- (a) No vehicle may be kept on the project which is unlicensed or inoperable unless kept fully enclosed inside a garage
- (b) No commercial vehicle of any kind shall be parked overnight unless the same is temporarily present and necessary in the actual construction or repair of a lot or to service the same, and no boat, boat trailer, buses or trailers of any kind, campers, recreational vehicles or mobile homes shall be permitted to park within the project at any time unless kept fully enclosed inside a garage which contains a full garage door and such garage door is kept closed.
- (c) No repair work to any type of motor vehicle, boat or boat trailer shall be conducted on any lot or on common property.
- (d) No trucks, commercial vehicle, boat, camper or mobile home shall be used as a domicile or residence, either permanent or temporary.
- (e) No motorized vehicle (including without limitation all –terrain vehicles or cycles, “dirt-bikes”, or other off-road recreational vehicles) shall be operated anywhere within the project, except on streets or roadways and then only if appropriately licensed. This prohibition shall not apply to authorized vehicles of the Declarant, Association, contractors or any governmental entity.

Section 6. Outside Storage of Personal Property

All personal property of any Owner shall be stored inside the Owner's residence and shall not be left outside overnight, with the exception of a barbeque and patio furniture accessories. The Owner's permitted motor vehicles must be stored inside the Owner's garage overnight

Section 6A (New March 10th, 2015)

PARKING RESTRICTIONS:

Each unit has an attached two (2) car garage and further, due to the limited amount of parking spaces available throughout the property, are limited to having a maximum of two vehicles per household parked on the property. These vehicles are to be parked in the respective unit's garage during all hours of the day and night and further, MAY NOT be parked in spaces designated as “Guest Parking” at any time during the day or night. Garages should not be used for storage and under no circumstances shall storing items in the garage constitute an excuse or reason for parking in restricted areas. Should an Owner / Tenant have the need to park a vehicle outside their garage, they may do so as long the vehicle remains on the pavers in front of their garage and no portion of the vehicle encroaches on the street / pavement area. Vehicles parked on the pavement and not in an assigned space will be

subject to being towed at the Owner's sole expense and, the Association will assume no responsibility for any damages to the respective vehicle.

Visitor Passes will be issued for the sole purpose of accommodating an Owner's / Resident's guest. Visitor Passes may be obtained by notifying the Management Company (TRAK PMG) via e-mail (bob@trakpmg.com) and requesting a "Visitor Pass" for a specific vehicle, during a specific time period and must include a full description of the vehicle including: make, model, year, tag number and the name of Unit Owner making the request. Visitor Pass will be prepared and a copy will be e-mailed to the unit Owner making the request who will be responsible for printing Visitor Pass and having it conspicuously displayed on the guest vehicle while parked on property. A copy of the Visitor Pass will be e-mailed to the property maintenance person for his knowledge while checking the property. Requests for a Visitor Pass must be submitted to the Management Company at least 24 hours prior to the actual needed.

**** Vehicles parked in guest spaces overnight without a Visitor Pass being displayed may be towed (at vehicle owner's expense).**

**** Violation of this Parking Restriction Rule will result in a warning letter being issued for the first violation, followed by fine of \$50.00 being imposed for any subsequent violation(s) being reported or observed.**

This change to the Tuscan Village at Boca Raton Homeowners Association, Inc., becomes a part of the official Association Documents this 10th day of March, 2015 as per the Board of Directors.

Please add a copy of same to your existing Documents.

I / We, acknowledge having received a copy of these Parking Rules and Regulations and agree to abide by these Rules and Regulations of the Association.

APPLICANT'S Signature / Date

CO-APPLICANT'S Signature / Date

Print Applicant's Name

Print Co-Applicant's Name

REVIEWED / REVISED: JANUARY 1, 2016

TUSCANY VILLAGE AT BOCA RATON HOMEOWNER'S ASSOCIATION, INC.,

RULES WE LIVE BY – JANUARY, 2016

The following Community Guidelines are required to be adhered to by all Residents. **Please familiarize yourself with them.**

- **Vehicles** – all resident vehicles must be parked in their respective garages or on the driveway area (vehicle must be able to fit in this area without interfering with roadway traffic)
- **Parking Passes** – for overnight guest(s) are available upon request and will be issued by the Association Management Company (TRAK Property Management Group, Inc.) with 24 hour previous notice
- **Waste Management - pickup** is operated by the City of Boca Raton. Collections days are Monday and Thursday and are listed on your trash container lid. Containers are not to be put out prior to 7:00PM the day before collection day and removed and stored in your garage no later than 12 hours after collection. **This is per Boca Raton City Ordinance.**
- **Swimming Pool** – requires a key in order to access the gate entrances and restrooms as well as exiting the area. Scaling gates or forced entry is strictly prohibited and any damage will be dealt with by fining the person(s) responsible. Children under the age of 16 must be under the direct supervision of an adult. No clothing or other swim articles should be left unattended and furniture that is moved, should be returned to its proper place.
- **Pets** – shall be kept on a leash at all times while outdoors. All pet excrement shall be picked up by the animal's owner and properly disposed of in their respective trash containers. **Pet Excrement is NOT TO BE DEPOSITED IN COMMON AREA TRASH CONTAINERS.**
- **Landscape Fountains** – are to enhance the beauty of the gardens. PLEASE, do not toss coins or other objects into the water. Walking or playing with water in these fountains is prohibited.
- **Landscaped Areas** - are Common Area and managed by the Board of Directors. **NO** personal items may be placed on landscaped areas or driveways, other than your personal paver area in front of each unit. Patio accessories and BBQs are allowed.
- **Vehicles** – only licensed vehicles are allowed on property. Vehicles such as all-terrain vehicles, cycles, dirt bikes or other off-road bikes are strictly prohibited. No such vehicles shall be operated on any Common Area, i.e. paver walkways, courtyard areas or landscaped areas.

I / We, agree to abide by the Rules and Regulations of the Association.

APPLICANT'S Signature / Date

CO-APPLICANT'S Signature / Date

Print Applicant's Name

Print Co-Applicant's Name

Any questions and/or concerns, should be directed to;
Bob Tauber Sr., LCAM
For the Board of Directors at Tuscan Village at Boca Raton Homeowner's Association, Inc. at;
Trak Property Management Group, Inc.
751 Park of Commerce Drive, Suite #116
Boca Raton, FL 33487
561-245-4444 – office / 561-245-4447 - fax

**REVISED:
January, 1, 2016**