

EXHIBIT "3"

BEACH CLUB AT HAMMOCK DUNES

RULES AND REGULATIONS

1. Terms not otherwise defined in these Rules and Regulations shall have the meanings ascribed to such terms in the Declaration of Covenants and Restrictions for Beach Club at Hammock Dunes (the "Declaration").
2. These rules and regulations shall apply to all of the Properties and the Common Areas and the use thereof.
3. No structure of a temporary character, trailer, mobile home or recreational vehicle shall be permitted on any portion of the Properties at any time or used at any time as a residence, either temporarily or permanently.
4. Parking spaces are solely for the use of the owners and occupants of Residential Units within Tuscan Condominium, and their respective family members, tenants, invitees and guests. Passenger automobiles, and vans and mini-trucks (used for personal transportation and not commercially) are permitted. No boats, boat trailers, commercial vehicles, full sized trucks, campers, motor homes, trailers, motorcycles or other non-passenger motor vehicles shall be placed, parked, or stored upon any portion of the Common Areas. Commercial vehicles, commercial trucks, campers, motor homes, trailers, boats and boat trailers are prohibited in parking spaces. Vehicle maintenance is not permitted on the Common Areas. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Common areas
5. No sign of any kind shall be displayed to the public view on any portion of the Common Areas, or any building, except as authorized in writing by the Association, or as may be required by legal proceedings. Without limiting the generality of this paragraph, in the event that similar requirements of a condominium association are more restrictive than those set forth herein, such more restrictive requirements shall supersede and control.
6. Recreational facilities will be used in such a manner as to respect the rights of others, and the Board Directors may regulate duration of use, hours of opening and closing and schedule their use. The swimming pool shall open at dawn and close at 10:00 p.m. No parties or events shall be permitted at the pool, pool deck, pool pavilion or fitness room. Parties or events shall be permitted in the Social Room if the Association's form rental agreement is executed and the required security deposit is made. Unit Owners are permitted to have a maximum of eight (8) guests per Unit at a time at pool. The Board of Directors, in their sole discretion, shall have the authority to waive or make exception to this provision and impose conditions concerning the exceptions upon written request. Owners anticipating a larger crowd may be granted permission upon approval of the Board.
7. All Common Areas will be used for their designated purposes only, and nothing belonging to Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board of Directors, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Areas caused by themselves, their tenants, guests and family members.

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8. Pets shall be subject to the following conditions:

8.1 With the exception of facilitating animals (i.e. seeing-eye or service dogs); no animals shall be permitted in the pool area, pool deck or in the swimming pool leashed or unleashed.

8.2 Pets shall only be walked or taken elsewhere on those portions of the Common Areas and the Hammock Dunes common property designated by the applicable association or entity governing same from time to time for such purposes, if any.

8.3 Unit Owners shall immediately pick up all messes and solid wastes from their pets and dispose of same appropriately.

8.4 Pets that are vicious, noisy or otherwise unpleasant will not be permitted in the Common Areas. In the event that a pet has become a nuisance or unreasonably disturbing in the opinion of the Board of Directors, written notice shall be given to the owner or other person responsible for the pet and the pet must be removed from the Common Areas within three (3) days.

8.5 The Board of Directors has the authority and discretion to make exceptions to the limitations in this regulation in individual cases and to impose conditions concerning the exceptions.

8.6 The Association may require registration of all pets and may establish reasonable fees in connection with same and/or may require pet owners to place with the Association a reasonable security deposit.

9. Disposition of garbage and trash shall be only by use of trash receptacles, trash dumpsters and/or recycling bins approved by the Association or by use of garbage disposal units.

10. Children shall be under the direct control of a responsible adult. Children under the age of 16 may not use the pool or waterfront areas unaccompanied by an adult nor shall they be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels", or loud or obnoxious toys are prohibited. Children may be removed from the common areas for misbehavior by or on the instructions of the Board of Directors.

11. Loud and disturbing noises are prohibited, all radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others and if used at or in the vicinity of the pool shall be used only with earphones. No vocal or instrumental practice is permitted after 9:00 p.m. or before 8:00 a.m.

12. Use of barbecue grills on exterior areas of the Common Areas shall only be allowed in areas designated as safe and appropriate by the Board of Directors. The use of such grills shall be subject to such applicable laws and reasonable rules and regulations as may be now or subsequently enacted or amended from time to time by the Board of Directors.

13. Illegal and immoral practices are prohibited.

14. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.

15. No glass or alcohol of any kind shall be permitted on the pool deck. The pool deck is defined as the four (4) ft. perimeter around the edge of the pool. Food, alcohol and liquid refreshments are permitted

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in the pool area (the area beyond the pool deck extending to the perimeter fencing) and shall be in paper, plastic or other unbreakable containers.

16. No owner or occupant of a Neighborhood Unit shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of any Building (including, but not limited to, awnings, signs, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. Notwithstanding the foregoing, any owner of a Neighborhood Unit may display one portable, removable United States flag so long as it is displayed in a respectful way.

17. No nuisance of any type or kind shall be maintained upon the Common Areas.

18. No Owner shall permit anything to be done or kept on the Common Elements which will result in the cancellation of any insurance maintained by the Association, or which would be in violation of any law or building code.

19. The Board of Directors of the Association shall have all legal remedies available under law, including, but not limited to, the right to impose fines, for each violation of these Rules and Regulations, the Declaration or any other document relating to the Neighborhood or Neighborhood Association.

20. The Board of Directors may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Properties and to waive or modify application of the foregoing use restrictions with respect to any portion of the Properties as the Board in its sole discretion deems appropriate.

21. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Properties (including, without limitation, the Common Areas and the Residential Units and buildings). Reference should be made to the Condominium, Neighborhood and Master Association's documents.

22. Fitness Room Restrictions:

CHILDREN UNDER FOURTEEN (14) YEARS OF AGE ARE NOT PERMITTED USE OF THE FITNESS ROOM OR ITS EQUIPMENT. CHILDREN THE AGES OF FOURTEEN (14) AND FIFTEEN (15) YEARS OLD ARE PERMITTED TO USE THE FITNESS ROOM AND EQUIPMENT ONLY IF SUPERVISED BY A PARENT.

22.1 Equipment must be wiped down with a clean towel after every use.

22.2 Use of equipment is AT YOUR OWN RISK.

22.3 Cardiovascular equipment may not be reserved. The maximum time limit for using the cardiovascular equipment will be thirty (30) minutes per person.

22.4 Equipment may not be moved from its location.

22.5 Infants and strollers are not permitted in the Fitness Room.

22.6 Outside training equipment is not permitted to be brought into facility by any person.

22.7 Members shall be responsible for any damage to the equipment.

22.8 Eating, drinking (except water from spill proof containers) and smoking are prohibited, as are horseplay, profanity, and loud or disruptive behavior.

22.9 No pets shall be allowed.

23. Social Room Restrictions. Homeowner/Renter unconditionally agrees to the following conditions of use:

23.1. Unit Homeowners' / Unit Renters' Use Only. Parties or events for more than eight (8) guests per Unit shall be permitted in the Social Room if the Association's Agreement is executed and approved by the Board. Use of the Social Room is for Association members only and may not be

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assigned to anyone other than a spouse, significant other and unmarried children under the age of 25 who are living in the Homeowner's/Renter's Residence, attending school full time, or serving in the military ("Immediate Family Members"). Notwithstanding the foregoing, the Unit Homeowner/Unit Renter may only assign its use rights to the Social Room to an immediate Family Member over the age of 21.

23.2. Use Approval. The Board will accept the Agreement subject to review of records to determine availability of the Social Room, the good standing of Homeowner, and whether Unit Homeowner/Unit Renter has previously reserved the Social Room without incident. The Unit Homeowner must be in good standing (all assessments, fees, dues and accounts are current and use privileges are not suspended).

23.3. Deposit Fees. A Deposit in the amount of \$300.00 ("Deposit") must be paid at time of execution of the Agreement. **A personal check from Unit Homeowner/Unit Renter** payable to Tuscany at Hammock Dunes will be accepted. The full amount of the Deposit shall be refunded if there is no damage and the Social Room is left clean and in the same condition it was in prior to the event. If Unit Homeowner/Unit Renter is entitled to a return of their deposit after the function, Unit Homeowner/Unit Renter shall execute a Receipt Deposit, Exhibit "A".

23.4. Damage to Social Room. Unit Homeowner/Unit Renter is responsible for all damage, expense and repairs required as a result of Unit Homeowner's/Unit Renter's usage and the cleaning of the Social Room so that it may be brought back to the condition it was at the time it was inspected prior to the function. If any damage is found, the Unit Homeowner/Unit Renter is liable to pay for the damage in full within ten (10) days after notification from the Association of the total costs to repair the Social Room. If the Unit Homeowner/Unit Renter does not provide full payment for the damage a set forth above, the Association may take appropriate legal action.

a. Cleaning Service: A professional cleaning service shall be hired through the Association, if at the end of your event, the Social Room and surrounding areas are left in an untidy condition, a charge (of no more than \$100) will be made against your deposit if it has been deemed in excess of the normal cleaning at the next regular cleaning cycle date. Trash and food should be removed from the tables and counter tops. There should not be an unreasonable amount of trash or food left on the floors. All trash and food must be removed from the Social Room at the end of your event and properly disposed of in the trash containers in the garage trash storage facility. NO trash is to be left at the Beach Club.

23.5. Social Room Reservations on Holidays: Board sponsored functions shall have precedents for all reservations on Holidays.

23.6. Assumption of Liability. Unit Homeowner/Unit Renter assumes all responsibility for the use of the Social Room and holds the Association, its affiliates, subsidiaries, officers, directors, employees and agents harmless for any damages, injuries, losses or other consequential damages incurred by Unit Homeowner/Unit Renter or their guests as related to the use of the Social Room.

23.7. Limitations. The Agreement is for the use of the Social Room only. Homeowner/Renter is prohibited from utilizing the pool deck, fitness room and pool pavilion for the function. The Social Room furnishings may not be removed from the Social Room. The Social Room will close not later than 10:00 p.m. Sunday – Thursday and 12:00 a.m. Friday and Saturday. The function must be terminated by 9:00 p.m. Sunday-Thursday and 11:00 p.m. Friday and Saturday, leaving one hour for clean-up. Under no circumstances shall the function terminate beyond the time contracted for. In the event a function exceeds the time specified in the Social Room Agreement, the Unit Homeowner's/Unit Renter's deposit shall be automatically forfeited and Unit Homeowner/Unit Renter shall not be permitted to reserve the Social room for twenty-four (24) months after the date of the function. There is absolutely no smoking or

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open candles permitted anywhere in the Social Room. Deliveries will not be accepted prior to the day of the event. Materials/rentals which are not picked up the same day will not be held past 9:00 a.m. the following morning as the Social Room is reserved daily. There will be an administrative charge of \$50.00 daily for anything left after this time.

23.8. Purpose of Use. The use of the Social Room is for use by Unit Homeowners and Unit Renters and restricted to non-profit and lawful uses only.

23.9. Minors. Use of the Social Room by persons under 18 years of age can only occur with direct supervision of the Unit Homeowner/Unit Renter executing the agreement.

23.10. Minors Use of Pool Table: Children ten (10) and under may **not** use the pool table or its equipment at any time. Children between the ages eleven (11) to fifteen (15) years of age are permitted to use the pool table and equipment only if supervised by an adult.

23.11. Social Room Kitchen: The refrigerator, refrigerator freezer, and cabinetry are not to be used as personal storage of food items or any other personal storage of Unit Owner's/Unit Renter's personal property. Food items will be considered abandoned and disposed of accordingly.

23.12. Attorneys' Fees and Costs: Homeowner/Unit Renter agrees to pay reasonable attorneys' fees and costs incurred by Association in the enforcement of the Agreement.

23.13. Parking: All parking area rules are to be observed by Homeowner/Unit Renters and their guests.

23.14. Rules & Regulations: Unit Homeowner/Unit Renter agrees to abide by the terms set forth and the Rules & Regulations of the Social Room adopted by the Board.