

## Bankruptcy ON-LINE ONLY AUCTION BIDDER INFORMATION PACKAGE

1 Bedroom/1 Bath 726sqft Condo in Kings Point, Delray Beach, Florida

**Bidding Opens: August 7 @ NOON**  
**AUCTION CLOSES: August 15 @ 5pm**

**227 Tuscany D**  
**Delray Beach, FL 33446**



Community website: <https://kingspointdelray.com>

Pursuant to and Order in the Bankruptcy Court, Ewald Auctions has been authorized to sell the following real estate at PUBLIC AUCTION to the **HIGHEST BIDDER, REGARDLESS OF PRICE!!!**  
**No Minimums!! NO Reserves!!**



**AUCTION REGISTRATION FORM**Bllder # \_\_\_\_\_ Date: \_\_\_\_\_  
DL Lic. # \_\_\_\_\_12472 Lake Underhill Rd., Ste 312  
Orlando, Florida 32828  
Office (407) 275-6853  
www.ewaldauctions.comNAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
BEST PHONE: \_\_\_\_\_COMPANY NAME: \_\_\_\_\_  
CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

How did you hear about the auction? Website Newspaper Internet Signs Other: \_\_\_\_\_

**TERMS AND CONDITIONS OF AUCTION**

1. EVERYTHING IS SOLD "AS IS, WHERE IS". "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by the Sell only and are contained in the Purchase and Sale Contract.
2. ALL SALES ARE SUBJECT TO A 10% BUYER'S PREMIUM, ADDED TO THE BID PRICE.
3. The undersigned hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida and/or The U.S. Bankruptcy Court, Middle District of Florida, and consent to the jurisdiction of such court in any suit, action or proceeding and waive any objections which may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Auction Registration and all transactions contemplated by this Auction Registration shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or The U.S. Bankruptcy Court, Middle District of Florida without regard of principles of conflicts of law.
4. The undersigned, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any injuries or damages arising from any activities associated with the auction, including but not limited to, the removal of auction items from the premises. Further, undersigned agrees to indemnify Auctioneer, Trustee and/or Seller from any claims brought by third parties against Auctioneer arising from or out of the Auction which are in any way attributable to any acts or omissions on the part of the undersigned.
5. The undersigned, in his or her individual capacity, personally guarantees payment of the gross bid.
6. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Auction Registration, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys' fees and costs. Reasonable attorneys' fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
7. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS AUCTION REGISTRATION OR THE AUCTION ITSELF.
8. All parties signing this Auction registration in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
9. It is further acknowledged by Buyer that this Auction Registration has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Individually and as \_\_\_\_\_ (Title)

Of \_\_\_\_\_  
(Business Name)

**Bid Acknowledgement  
And Receipt for Deposit**

Bidder # \_\_\_\_\_

12472 Lake Underhill Rd., Ste 312  
Orlando, Florida 32828  
Office (407) 275-6853  
www.ewaldauctions.comNAME: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_  
BEST PHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

The undersigned (Hereinafter "Buyer") hereby acknowledges that he/she has agreed to purchase the following:  
AUCTION PROPERTY#: Whaley Condo of the Trustee August 2021 Auction, conducted by  
EWALD AUCTIONS, INC. on August 18, 2021.

Parcel Number: -	Bid Price:	-	-	-	-	-	-	-	-	\$	_____
10% Buyer's Premium:-	-	-	-	-	-	-	-	-	-	\$	_____
Total Contract Price:	-	-	-	-	-	-	-	-	-	\$	_____
Cash or Cashier's Check Tendered:	-	-	-	-	-	-	-	-	-	\$	_____

1. This purchase is subject to the terms and conditions contained in the Purchase and Sale Contract which has been posted and available for Buyer's review and to the Auctioneer's Opening remarks.
2. Statements made by personnel of EWALD AUCTIONS, INC., and statements made from the auction block are based upon information given by Seller and other sources and this information is believed to be correct and accurate, however, Ewald Auctions, Inc. has not made any independent determination to confirm the accuracy of such information.
3. Buyer acknowledges that he or she has been given opportunity to inspect the property and to make an independent evaluation of the property without regard to whether or not Buyer actually inspected the property and without regard to any statements or representations made by Seller and Ewald Auctions, Inc.. Further, Buyer acknowledges that Buyer has conducted all due diligence and investigations Buyer feels necessary or appropriate regarding the property.
4. The term "SOLD", as stated by the Auctioneer upon the acceptance of a bid, is an acknowledgement that such bid is the highest bid.
5. Whether such bid is accepted is subject to whether or not the sale is "ABSOLUTE".
6. The term "AS IS, WHERE IS" means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality. Any and all warranties regarding the marketability of title are given by Seller only and are contained in the Purchase and Sale Contract.
7. The agreement is binding upon the parties hereto and their heirs, successors and assigns.
8. Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the United States Bankruptcy Court, Middle District of Florida, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which it may have to the laying of venue of any suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Bid Acknowledgement and all transactions contemplated by this Bid Acknowledgement shall be governed by, construed and enforced in accordance with the internal laws of the United States Bankruptcy Court, Middle District of Florida, without regard of principles of conflicts of law.
9. Buyer, its agents, employees or any other parties acting on its behalf, specifically agree to HOLD HARMLESS Auctioneer, its officers, directors and employees, for any loss, injuries or damages arising from any activities associated with, connected with or in any way related to the auction, including but not limited to, the removal of auction items from the premises. Further, Buyer expressly releases Auctioneer, its officers, directors, agents and employees from any and all acts of their own negligence or fault, whether said negligence or fault be in their individual or representative capacity, or in convection with the negligence or fault of others. Further, Buyer agrees to indemnify Auctioneer and/or Seller from any claims, demands, liability, loss or damage brought by third parties against Auctioneer arising from, out of or relating in any way to the Auction which are in any way attributable to any acts or omissions on the part of the Seller, or attributable to any acts, omissions, fault or negligence on the part of the Auctioneer, its officers, directors, employees or agents.
10. Buyer, in his or her individual capacity, personally guarantees payment of the gross bid.
11. In the event that Auctioneer or Seller are required to take any action to enforce the terms of this Bid Acknowledgement, Auctioneer and/or Seller shall be entitled to recover from Buyer all of their reasonable attorneys fees and costs. Reasonable attorneys fees shall include those fees incurred before, during and after litigation, including those incurred in attempting collections without litigation, and in litigation in all trial and appellate levels, as well as those incurred in any bankruptcy proceedings and post-judgment proceedings.
12. BUYER DOES HEREBY WAIVE THE RIGHT TO TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING IN CONNECTION WITH THIS BID ACKNOWLEDGEMENT OR THE AUCTION ITSELF.
13. All parties signing this BID ACKNOWLEDGEMENT in any representative capacity represent that they have the authority to sign on behalf of such party or entity.
14. It is further acknowledged by Buyer that this Bid Acknowledgement has been read and understood by Buyer before signing it and that Buyer understands and consents to its contents.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Individually and as \_\_\_\_\_ (Title)

Of \_\_\_\_\_

(Business Name)

**THIS PURCHASE AND SALE CONTRACT**, made and entered into this 18<sup>th</sup> day of August, 2021,  
By and between  
Robert E. Thomas, Trustee of the Michael P. and Adriana P. Whaley Bankruptcy case, Case No. 6:21-bk-00828-KSJ

NAME	ADDRESS	PHONE
_____	_____	_____

NAME	ADDRESS	PHONE
_____	_____	_____

hereinafter referred to as “SELLER” and

NAME	ADDRESS	PHONE
_____	_____	_____

NAME	ADDRESS	PHONE
_____	_____	_____

hereinafter referred to as “BUYER”.

WITNESSETH:  
That SELLER agrees to sell and convey and Buyer agrees to purchase and pay for the following described real estate situated in Palm Beach County, State of Florida together with all improvements thereon, more particularly described as follows:  
A condominium located at 227 Tuscany D. Delray Beach, Florida with PIN#00-42-46-22-05-003-2270 and being the same  
Property recorded in Or Book No. 31949 Page 429 at the County Clerk’s Office in West Palm Beach.  
The BUYER agrees to pay therefore the sum of: \$ \_\_\_\_\_ bid price, plus the 10% Buyer’s Premium of \$ \_\_\_\_\_,  
which equals the contract price of \$ \_\_\_\_\_, therefore:

\$ \_\_\_\_\_, contract price to be paid as follows:  
\$ \_\_\_\_\_, cash, the receipt of which is hereby acknowledged, and which is deposited in The Closing Agent escrow account and,  
\$ \_\_\_\_\_,  
\$ \_\_\_\_\_,  
\$ \_\_\_\_\_, Due with Deed. **CLOSING DATE:** This transaction shall be closed and the deed and other closing papers delivered  
On September 15, 2021, unless extended by other provisions of this contract;  
and possession of the subject real estate shall occur \_\_\_\_\_ upon delivery of deed \_\_\_\_\_.

SELLER agrees to pay NO taxes due and payable, neither current or delinquent.  
BUYER agrees to pay ALL taxes bother current and delinquent.

**Proceed of Sale; Closing Procedures:** The deed shall be recorded upon clearance of funds. Proceeds of the sale shall be held in The Closing Agent Escrow Account (Escrow Agent)) for a period of not more than 5 days after the closing date. If Seller’s title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5-day period, notify Seller in writing of the defect and Seller shall have 30 days from the date of such notification to sure the defect. If Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer.

**Escrow:** Escrow Agent is authorized and agrees by acceptance of any funds to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with the terms and conditions of this Contract. Failure of clearance of funds shall not excuse Buyer’s performance. If in doubt as to Escrow Agent’s duties or liabilities under the provisions of this Contract, Escrow Agent may, at Escrow Agent’s option, continue to hold the subject matter of the escrow until the parties mutually agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties or Escrow Agent may deposit same with clerk of the circuit court having jurisdiction of the dispute. Upon notifying all parties concerned of such action, all liability on the part of Escrow Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. Any suit between Buyer and Seller wherein Escrow Agent is made a party because of acting as Escrow Agent hereunder, or in any suit wherein Escrow Agent interplead the subject matter of the escrow, Escrow Agent shall recover reasonable attorney’s fees and costs incurred with the fees and costs to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. Parties agree the Escrow Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to this escrow, unless such misdelivery is due to willful breach of this Contract or gross negligence of Escrow Agent. Both Seller and Buyer further agree that Ewald Auctions, Inc., its agents, officers, directors and employees will not be held liable to either or both Buyer and Seller for the performance of any terms of this Purchase and Sale Contract or for damages for the non-performance thereof.

**FAILURE OF PERFORMANCE:** If Buyer fails to perform this Contract within the time specified, including payment of all deposit(s), the deposit(s) paid by the Buyer and deposit(s) agreed to be paid, may be retained by and for the account of the Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this contract; or Seller, at Seller’s option, may proceed in equity to enforce Seller’s rights under this Contract. If Seller elects to retain the deposits paid by the Buyer, such sums shall be disbursed to Seller and Ewald Auctions, Inc. in accordance with their Auction Agreement. If for any reason other than failure of Seller to make Seller’s title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, the Buyer may seek specific performance or elect to receive the return of the Buyer’s deposits(s) without thereby waiving any action for damages resulting from Seller’s breach. The Buyer and Seller agree that the sale stated in this Contract is subject to the notice and hearing requirements of the United States Bankruptcy Code and the entry of an order approving the sale. If the United States Bankruptcy Court does not approve the sale, the Buyer may, by written request to the Seller, receive a full refund of the deposit made to the Seller under the terms of this Contract as referenced above. The Buyer and the Seller, by mutual written agreement and/or addendum to this Contract, may extend the time for closing the sale referenced above. However, if the Buyer requires and extension of time in order to close the sale, the Seller reserves the right to request an additional non-refundable deposit in the amount of 10% of the proposed purchase price be tendered by the Buyer as consideration for the extension of time.

**CONVEYANCE:** Seller shall convey title to the Real Property by statutory warranty, trustee’s, personal representative’s or guardian’s deed, as appropriate to the status of Seller unless this Auction is pursuant to an order of the Courts having jurisdiction in the transfer of the subject real estate. The real estate described herein is being sold on an **“AS AS, WHERE IS”** basis. The term **“AS IS, WHERE IS”** means that the property is purchased as it exists without any representations or warranties whatsoever regarding its physical condition or quality.

**EASEMENTS AND RESTRICTIONS:** The property is sold subject to any easement, restrictions, applicable limitations, rights of way and planning and zoning regulations.

**JURISDICTION:** Buyer hereby agrees that any suit, action or legal proceeding arising out of or relating to the auction shall be brought solely and exclusively in the courts of the State of Florida in and for Orange County, Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division, consents to the jurisdiction of such court in any suit, action or proceeding and waives any objection which they may have to the laying of venue of any such suit, action or proceeding in such court. Further, the parties acknowledge and agree that this Purchase and Sale Contract shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida and/or the United States Bankruptcy Court, Middle District of Florida, Orlando Division without regard of principles of conflicts of law.

The Buyer and Seller, their respective agents, employees or any other parties acting on their behalves, specifically agree to HOLD HARMLESS Ewald Auctions, Inc., its officers, directors and employees, for any loss, injuries or damages arising from this Purchase and Sale Contract.

All parties signing this Purchase and Sale Contract in any representative capacity represent that they have the authority to sign on behalf of such party or entity.

If the sale of the subject real estate is by auction, it is subject to all restrictions and announcements made at the auction. Buyer further certifies that they have examined the property described hereinabove; that they are thoroughly acquainted with its conditions and accept it as such.

BUYER SHALL PAY ALL CLOSING COSTS ASSOCIATED WITH THE TRANSFER OF TITLE.  
This contract may not be assigned unless by written mutual consent of both the Buyer(s) and Seller.

**BUYER AND SELLER ACKNOWLEDGE THAT THIS CONTRACT HAS BEEN READ AND UNDERSTOOD BY THEM PRIOR TO SIGNING IT.**

_____ (Seller: Robert E. Thomas, Trustee) Social Security or Tax I.D. # _____	_____ (Date)	_____ (Seller) Social Security or Tax I.D. # _____	_____ (Date)
_____ (Buyer)	_____ (Date)	_____ (Buyer)	_____ (Date)
Social Security or Tax I.D. # _____		Social Security or Tax I.D. # _____	
_____		Ewald Auctions, Inc.	



**THIS INSTRUMENT PREPARED BY  
AND RETURN TO:**

**Shore to Shore Title, LLC**  
**Cara Laudanno**  
6111 Broken Sound Parkway NW, Suite 350  
Boca Raton, Florida 33487

Property Appraisers Parcel I.D. #: 00-42-46-22-05-003-2270

**This Deed was prepared without  
the benefit of a title search.**

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDING DATA

**LADY BIRD DEED**

**This Indenture** made this 30 day of **July, 2020**, between **Maria Izabel Silva**, a single woman whose post office address is 227 Tuscany D, Delray Beach, FL 33446 herein called the Grantor, and **Maria Izabel Silva**, a single woman **as to a Life Estate**, without any liability for waste, with full power and authority to sell, convey, mortgage, lease and otherwise dispose of the property described below, in fee simple, with or without consideration, without joinder of the Remainderman, and with full power to retain absolutely any and all proceeds generated thereby, and upon the death of the life tenant, to the Remaindermen, **Adriana Pinto Whaley**, a married woman, whose post office address is 227 Tuscany D, Delray Beach, FL 33446 **all as to joint tenants with a right of survivorship**, hereinafter called the Grantees.

WITNESSETH that said Grantor, for and in consideration of the sum of TEN DOLLARS AND NO/100 (\$10.00) and other good and valuable considerations hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in Broward County, Florida, to-wit:

**Condominium Unit No. 227, of Tuscany "D" Condominium, a condominium according to the Declaration thereof, as recorded in Official Records Book 2207, at Page 1153, of the Public Records of palm beach County, Florida, and all amendments thereto, together with an undivided interest in the common elements**

**THIS CONVEYANCE IS SUBJECT TO:**

1. Zoning, restrictions, prohibitions and other requirements imposed by governmental authority.
2. Restrictions and matters appearing on the plat or otherwise common to the subdivision.
3. Public Utility easements of record.
4. Taxes for the year 2020 and subsequent years.

Said Grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

"Grantor", "Grantee" and "life tenant" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his/her hand and seal on the day and year first above written.

Lisa Soto  
Witness #1 Signature

Lisa Soto  
Witness #1 Printed Name

Betty Ann Cardone

Witness #2 Signature

Betty Ann CARDONE

Witness #2 Printed Name

STATE OF FLORIDA

COUNTY OF Palm Beach

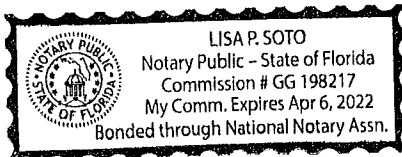
THE FOREGOING INSTRUMENT was acknowledged before me by means of [ X ]  
physical presence or [   ] online notarization, this 30 day of July, 2020, by Maria  
Izabel Silva who [   ] is personally known to me or [ X ] produced  
FL ID # S400-549-50-949-1 as identification.

[SEAL]

Lisa Soto  
Notary Public Signature

Lisa Soto  
Print Notary Public Name

My Commission Expires:



ADJUST FONT SIZE: **+** **-** RESET

Website Search

**DOROTHY JACKS**

CFA, AAS

Palm Beach County Property Appraiser

*We Value What You Value***Real Property**

Search by Owner Name (Last Name first) or Address or PCN

**Search**

Classic PAPA



MyPAPA



Print This Page



Save as PDF



Print Property Summary



2020 Proposed Notice

Property Detail

Owner Information

Sales Information

Exemption Information

Property Information

Appraisals

Assessed and Taxable Values

Taxes

Filtered Property Detail

## Property Detail

**Show Full Map**

Location Address	227 TUSCANY D
Municipality	UNINCORPORATED
Parcel Control Number	00-42-46-22-05-003-2270
Subdivision	KINGS POINT TUSCANY B THRU G CONDOS
Official Records Book/Page	31949 / 429
Sale Date	JUL-2020
Legal Description	KINGS POINT TUSCANY D COND PAR 227

**Nearby Sales Search**

## Owner Information

[Change of Address](#)**Owner(s)**

WHALEY ADRIANA P

**Mailing Address**

227 TUSCANY D

DELRAY BEACH FL 33446 1232

## Sales Information

Sales Date	Price	OR Book/Page	Sale Type	Owner
JUL-2020	\$10	31949 / 00429	WARRANTY DEED	WHALEY ADRIANA P
AUG-2012	\$16,000	25451 / 01410	WARRANTY DEED	SILVA MARIA IZABEL
MAY-1998	\$14,000	10429 / 00619	WARRANTY DEED	MUDANO GAETANO
AUG-1995	\$100	08908 / 01983	WARRANTY DEED	
JAN-1973	\$18,000	02229 / 00333	WARRANTY DEED	

**NOTE:** Sales do not generally appear in the PAPA database until approximately 1 to 3 weeks after the closing date. If a recent sale does not show up in this list, please allow more time for the sale record to be processed.

## Exemption Information

[Portability Calculator](#)

No Exemption Information Available.

## Property Information





Subarea and Sq. Footage for Building 1		Structural Element for Building 1		Sketch for Building 1
<b>Code Description</b>	<b>Sq. Footage</b>	<b>1. Name</b>	TUSCANY B THRU G CONDO	No Image Found
<b>No Data Found.</b>		<b>2. Area</b>	726	
		<b>3. Year Built</b>	1973	
		<b>4. No of Bedroom(s)</b>	1	
		<b>5. No of Bath(s)</b>	1	
		<b>6. No of Half Bath(s)</b>	1	
Number of Units	1	<b>View Building Details</b>		
Total Square Feet*	726			
Acres				
Property Use Code	0400 - CONDOMINIUM			
Zoning	RH - Multi-Family (High Density) (00-UNINCORPORATED)			
* May indicate living area in residential properties.				
<b>Request Structural Details Change</b>				

## Appraisals

Tax Year	Show 5 year   Show 10 year				
	2020	2019	2018	2017	2016
Improvement Value	\$40,493	\$37,512	\$37,512	\$33,512	\$27,512
Land Value	\$0	\$0	\$0	\$0	\$0
Total Market Value	\$40,493	\$37,512	\$37,512	\$33,512	\$27,512

All values are as of January 1st each year

## Assessed and Taxable Values

Tax Year	Show 5 year   Show 10 year				
	2020	2019	2018	2017	2016
Assessed Value	\$22,447	\$21,942	\$21,533	\$21,090	\$20,656
Exemption Amount	\$22,447	\$21,942	\$21,533	\$21,090	\$20,656
Taxable Value	\$0	\$0	\$0	\$0	\$0

## Taxes

Tax Year	Show 5 year   Show 10 year				
	2020	2019	2018	2017	2016
Ad Valorem	\$0	\$0	\$0	\$0	\$0
Non Ad Valorem	\$227	\$229	\$247	\$233	\$231
Total tax	\$227	\$229	\$247	\$233	\$231



**\*Buyers take note:** Taxes will change and often increase substantially when a property sells. The seller's exemption benefits will GO AWAY the year after they sell and this may result in higher taxes for a buyer. Please use the Property Tax Calculator to get a better annual tax estimate if you are purchasing this property.

[Property Tax Calculator](#)[Property Tax Detail](#)[Tax Collector](#)[HOME](#)[CONTACT US](#)[RECORDS CUSTODIAN](#)

**Disclaimer:** The information contained herein is for ad valorem tax assessment purposes only. The Property Appraiser exercises strict auditing procedures to ensure validity of any transaction received and posted by this office, but cannot be responsible for errors or omissions in the information received from external sources. Due to the elapsed time between transactions in the marketplace, and the time that those transactions are received from the public and/or other jurisdictions, some transactions will not be reflected. Information collected at this site, including email addresses, becomes public record and may be subject to inspection and copy by the public unless prohibited by exception or exemption in the law.

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## ADA Access

The Palm Beach County Property Appraiser's Office is committed to compliance with the Americans with Disabilities Act (ADA) and WCAG 2.0 and WCAG 2.1. It does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its services, programs or activities. Upon request, reasonable accommodation will be made to allow individuals with disabilities access to the communications regarding our services, programs or activities set forth on the Palm Beach County Property Appraiser's Office website. Please contact our public records custodian at **561.355.2881** or e-mail your request to **[pa-pubsvc@pbcgov.org](mailto:pa-pubsvc@pbcgov.org)**.

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# COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.	CMC	APPLIED EXEMPTION(S)	LEGAL DESCRIPTION
00-42-46-22-05-003-2270	2020	101214146	35	Homestead	KINGS POINT TUSCANY D COND PAR 227



395  
R 8 - 103822

SILVA MARIA IZABEL  
227 TUSCANY D  
DELRAY BEACH FL 33446-1232



**ANNE M. GANNON**  
CONSTITUTIONAL TAX COLLECTOR  
Serving Palm Beach County  
www.pbctax.com

## 2020 REAL ESTATE PROPERTY TAX BILL

READ REVERSE SIDE BEFORE CALLING	AD VALOREM TAXES	READ REVERSE SIDE BEFORE CALLING
TAXING AUTHORITY	TELEPHONE ASSESSED EXEMPTION TAXABLE MILLAGE TAX AMOUNT	

**PAY SMART.**

**PAY ONLINE.**

**www.pbctax.com**

TOTAL AD VALOREM 0.00

READ REVERSE SIDE BEFORE CALLING	NON-AD VALOREM ASSESSMENTS	READ REVERSE SIDE BEFORE CALLING
LEVYING AUTHORITY	TELEPHONE	RATE AMOUNT
SOLID WASTE AUTHORITY OF PBC	561-640-4000	177.00 177.00
LAKE WORTH DRAINAGE DISTRICT MAINT	561-819-5479	49.50 49.50

TOTAL NON-AD VALOREM 226.50

TOTAL AD VALOREM AND NON-AD VALOREM COMBINED 226.50

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2020	DEC 31, 2020	JAN 31, 2021	FEB 28, 2021	MAR 31, 2021	TAXES ARE DELINQUENT APRIL 1, 2021
\$217.44	\$219.70	\$221.97	\$224.23	\$226.50	
4%	3%	2%	1%	NO DISCOUNT	

DETACH HERE

\*\*SEE REVERSE SIDE FOR INSTRUCTIONS AND INFORMATION\*\*

DETACH HERE

# COUNTY OF PALM BEACH: NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY CONTROL NO.	YEAR	BILL NO.
00-42-46-22-05-003-2270	2020	101214146

SILVA MARIA IZABEL  
227 TUSCANY D  
DELRAY BEACH FL 33446-1232

20201012141460000226502

## LEGAL DESCRIPTION

KINGS POINT TUSCANY D COND PAR 227

P.O. BOX 3353  
WEST PALM BEACH, FL 33402-3353

## MAKE PAYMENT TO:

TAX COLLECTOR, PALM BEACH COUNTY

AMOUNT DUE WHEN RECEIVED BY					
NOV 30, 2020	DEC 31, 2020	JAN 31, 2021	FEB 28, 2021	MAR 31, 2021	TAXES ARE DELINQUENT APRIL 1, 2021
\$217.44	\$219.70	\$221.97	\$224.23	\$226.50	
4%	3%	2%	1%	NO DISCOUNT	



## IMPORTANT INSTRUCTIONS

### 2020 REAL ESTATE PROPERTY TAX BILL

This bill includes AD VALOREM TAXES and NON-AD VALOREM ASSESSMENTS for the current tax year. Discount amounts are shown on the front of this bill.

#### REAL ESTATE PROPERTY TAX PAYMENT

- Payment must be made in full and in U. S. funds.
- Payment must be received in our office by the due date printed on the front of this bill.
- Payment is subject to verification and receipt of funds. A fee is applied for dishonored funds.
- For the latest requirements when visiting our office in-person, visit [www.pbctax.com](http://www.pbctax.com).

#### PAYMENT OPTIONS

- **ECHECK** (Online Only) 24/7 at [www.pbctax.com](http://www.pbctax.com). eCheck is FREE (email transaction notice serves as confirmation).
- **CREDIT/DEBIT CARD A 2.4% Convenience Fee Will Apply (\$2.00 minimum)**. Convenience fees are collected by the credit/debit card vendor and not retained by our office (email transaction notice serves as online receipt).
- **BANK ONLINE BILL PAY** Use your bank's bill pay service. Enter the 17-digit Property Control Number (no dashes) as account number. Mail delivery and bank processing times vary. Please allow ample time (confirmation from your bill pay service serves as receipt).
- **DROP OFF BOX** At any service center from 8:15 AM to 5:00 PM, Monday - Friday (canceled check serves as receipt).
- **MAIL** Detach the stub below and return with payment. DO NOT TAPE, FOLD, STAPLE, PAPER CLIP OR WRITE ON PAYMENT STUB. Write your 17-digit Property Control Number on your payment. Use the enclosed return envelope with the Tax Collector address showing in the return envelope window (canceled check serves as receipt).
- **WIRE TRANSFER** Visit our website at [www.pbctax.com/wires](http://www.pbctax.com/wires) for instructions.

#### DELINQUENT TAX INFORMATION

**FLORIDA STATUTE 197.402 and 197.432: Tax Certificates will be sold on all unpaid property taxes 60 days after the date of delinquency.**

- AD VALOREM TAXES and NON-AD VALOREM ASSESSMENTS are delinquent APRIL 1.
- The minimum charge of 3% will be collected. Interest accrues up to 1.5% per month (18% annually).
- Interest and associated costs for delinquent taxes are determined by the date payment is received. Postmark date is not proof of payment.
- Payment AFTER THE DATE OF DELINQUENCY must be paid by certified funds or the payment will be returned. Certified funds include funds drawn on a U.S. bank in cash, bank draft, wire transfer, money order or cashier's check.

(DETACH HERE)

STOP PAYMENT PROCESSING DELAYS

**DO NOT TAPE, FOLD, STAPLE, PAPER CLIP OR WRITE ON THIS PAYMENT STUB**

### QUESTIONS

#### Constitutional Tax Collector

Prepares and mails TAX BILLS. For answers to most questions, visit [www.pbctax.com](http://www.pbctax.com) or call 561-355-2264.

**Note:** If this property was sold, please notify us at [www.pbctax.com/propertysold](http://www.pbctax.com/propertysold) and complete a Property Tax Contact Form.

#### Property Appraiser

Prepares the AD VALOREM TAX ROLL. For questions about assessed value, exemptions, taxable value, assessed owner's name, address and legal description, call 561-355-2866.

#### Taxing Authorities

Set the AD VALOREM MILLAGE RATES. See telephone numbers listed on front of bill for questions about assessment amounts and services provided.

#### Levying Authorities

Determine the NON-AD VALOREM ASSESSMENTS. See telephone numbers listed on front of bill for questions about assessment amounts and services provided.

INCLUDE THIS STUB WITH PAYMENT

Make payment to:

**Tax Collector, Palm Beach County**

Please include the 17-digit Property Control Number on your payment. Place this stub and your payment in the enclosed return envelope. The Constitutional Tax Collector's address must show in the return envelope window.



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

**Instructions for Resale Application – TUSCANY CONDOMINIUM ASSOCIATION, INC.**

- 1) APPLICATION MUST BE SUBMITTED AT LEAST THIRTY (30) DAYS PRIOR TO CLOSING DATE.
- 2) **TWO (2) COMPLETE, SEPARATE SETS OF EVERYTHING LISTED BELOW MUST BE SUBMITTED.** (APPLICATION AND PURCHASE CONTRACT CONSTITUTES ONE SET.) **ONE SET OF THESE MUST BE THE ORIGINAL PAPERWORK.**
- 3) EACH PAGE MUST BE PROPERLY COMPLETED.
- 4) EACH APPLICATION MUST INCLUDE A PHOTO ID (ON 8 ½ X 11 PAPER) SHOWING DATE OF BIRTH OF **EACH** OCCUPANT OR OWNER.
- 5) A \$100.00 NON-REFUNDABLE APPLICATION FEE IS REQUIRED ON LL RESALES. THE \$100.00 APPLICATION FEE MUST BE MADE PAYABLE TO THE: **TUSCANY CONDOMINIUM ASSOCIATION, INC.** **\*\* WILL BE \$150.00 AS OF 7/1/2021\*\***
- 6) THE VESTA PROPERTY SERVICES INFORMATION PAGE AT THE END OF THIS APPLICATION MUST BE SIGNED.
- 7) ALL THREE PERSONAL REFERENCE SHEETS **MUST BE COMPLETE, SIGNED, AND PART OF THIS APPLICATION.**
- 8) IF YOU ARE PURCHASING THIS PROPERTY FOR INVESTMENT PURPOSES ONLY, OR ARE UNDER THE AGE OF 55; **YOU MUST** FILL OUT PAGE 11 COMPLETELY BEFORE SENDING THIS APPLICATION PACKET IN.

**ALL MATERIALS MUST BE PROPERLY COMPLETED AND SUBMITTED TOGETHER OR THIS APPLICATION PACKET 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 LO OK OVER THESE INSTRUCTIONS CAREFULLY. PLEASE CALL OUR OFFICE (561) 637-3402 WITH ANY QUESTIONS BEFORE SENDING COMPLETED PACKETS IN.**

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

## Resale Information Sheet

**ASSOCIATION:** TUSCANY CONDOMINIUM ASSOCIATION, INC. **UNIT #:** \_\_\_\_\_

Name of current Owner's: \_\_\_\_\_

Current Owner's Address: \_\_\_\_\_

City/ State/ Zip: \_\_\_\_\_

Current Owner's Phone Number: \_\_\_\_\_ Current Owner's Cell Number: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_ SS#: \_\_\_\_\_ Age: \_\_\_\_\_

Co-Applicant: \_\_\_\_\_ SS#: \_\_\_\_\_ Age: \_\_\_\_\_

Applicant's Address: \_\_\_\_\_

City/ State / Zip: \_\_\_\_\_

Applicant's Phone: \_\_\_\_\_ Applicant's cell phone: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Vehicle Information:

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Plate # \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Plate # \_\_\_\_\_

### PLEASE LIST ALL OCCUPANT(S) WHO WILL RESIDE AT UNIT IF APPROVED

<i>Name</i>	<i>Relationship to Purchaser</i>	<i>Date of Birth</i>
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

\_\_\_\_\_  
\_\_\_\_\_



# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL 33445

Telephone (561)637-3402 Fax (561)637-3407

## Purchaser(s) Agreement

**In making this application to purchase unit noted on page one of this application, I/ we understand that acceptance of the application is conditioned on the approval of the Board of Directors.**

- Agree that if the application is approved, to abide by all the Rules and Regulations, By-Laws and any and all restrictions of the association and any changes that may be imposed in future.
- Agree that the unit may not be occupied in my absence without the prior knowledge of the Board.
- PURCHASER(S), acknowledge receipt of a copy of the Condominium Documents and understand that the unit may not be sold or leased with out the approval of the Board. It is the buyer's responsibility to obtain Condominium Documents from current owner. They may be purchased from Wilson Management for \$100.00 if necessary.
- Have enclosed a check in the amount of \$100.00 payable to **TUSCANY CONDOMINIUM ASSOCIATION** as provided for by Florida Statutes and by the Condominium Documents.
- Understand that if any check paid by the Owner(s), and/or Purchaser(s), is returned unpaid, any approval granted will be voided.

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Applicant's Signature

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Date

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Applicant's Signature

---

Date

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL 33445

Telephone (561)637-3402 Fax (561)637-3407

## Age Verification Questionnaire

**Association:** TUSCANY CONDOMINIUM ASSOCIATION, INC. **Unit:** \_\_\_\_\_

Please list every person who will be residing at this address. Please supply independent photographic evidence indicating date of birth (such as Driver's License or Passport) of each occupant.

OWNER(S) NAME	AGE	TYPE OF ID	DOB	RELATIONSHIP

Signature(s) of Owner(s)

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL 33445

Telephone (561)637-3402 Fax (561)637-3407

## Request for Personal Reference

**Association:** TUSCANY CONDOMINIUM ASSOCIATION, INC. **Unit:** \_\_\_\_\_

Dear Sir/Madam:

\_\_\_\_\_ has listed you as a character reference in an application to purchase an apartment in the above referenced Condominium Association.

As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

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INTEGRITY:

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OTHER COMMENTS:

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone/Cell Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

## Request for Personal Reference

**Association:** TUSCANY CONDOMINIUM ASSOCIATION, INC. **Unit:** \_\_\_\_\_

Dear Sir/Madam:

\_\_\_\_\_ has listed you as a character reference in an application to purchase an apartment in the above referenced Condominium Association.

As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

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INTEGRITY:

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OTHER COMMENTS:

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---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone/Cell Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

## Request for Personal Reference

**Association:** TUSCANY CONDOMINIUM ASSOCIATION, INC.

**Unit:** \_\_\_\_\_

Dear Sir/Madam:

\_\_\_\_\_ has listed you as a character reference in an application to purchase an apartment in the above referenced Condominium Association.

As part of the application process, we respectfully request any information you can give use regarding their character and integrity. Please respond by providing brief comments in the space provided below, as quickly as possible.

Failure to return immediately could result in unnecessary delays to the Applicant's closing and/or move in date. The Association requires a minimum of thirty (30) days to properly review, approve and submit approval prior to the actual move in and/or closing date.

Thank you in advance for your valuable assistance, and we assure you that your reply will be kept confidential.

CHARACTER:

---

---

INTEGRITY:

---

---

OTHER COMMENTS:

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---

---

Signature

Date

Printed Name

Phone/Cell Number

Address

City, State, Zip Code

# Wilson Landscaping & Management Corp.

1300 NW 17<sup>th</sup> Ave. Suite 270

Delray Beach, FL. 33445

Telephone (561)637-3402 Fax (561)637-3407

## Applicant(s) Information Sheet

Applicant's Name: \_\_\_\_\_

Association: TUSCANY CONDOMINIUM ASSOCIATION, INC. Unit # \_\_\_\_\_

If you are a seasonal applicant, please provide our office with your seasonal address and phone number:

Seasonal Address: \_\_\_\_\_

\_\_\_\_\_

Local Phone: \_\_\_\_\_ Seasonal Phone: \_\_\_\_\_

PLEASE SPECIFY YOUR MAILING PREFERENCE:

\_\_\_\_\_ Please send all my mail to my local address at all times.

\_\_\_\_\_ Please send all my mail to my seasonal address at all times.

**Please Note:** It is the Unit Owners responsibility to let Wilson Management know of any changes as they occur in regards to the mailing address.

EMERGENCY CONTACT INFORMATION:

Name	Relationship	Phone	Keys: Yes or No

Please use the last column to indicate which of your emergency contact has your key to your home.



# VOTING CERTIFICATE

(Designation of Voting Member)

We, the undersigned, being the owners of the property located at:

TUSCANY CONDOMINIUM ASSOCIATION, INC.

(Association Name)

(Unit #)

Do hereby designate that \_\_\_\_\_  
(insert name of designated voter)

is entitled to cast one (1) vote at the membership meetings of Condominium Association. Unless

this certificate is terminated or suspended by written notice to the Board of Directors of the

Association.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Please Print Name

***Note: This voting certificate is for the purpose of establishing who is authorized to cast the vote for any property owned by more than one person or owned by a corporation. It is not needed if only one (1) person owns a property. Please complete the voting certificate and return it as instructed in the cover page.***

# Lift Questionnaire

Association Name: TUSCANY CONDOMINIUM ASSOCIATION, INC.

1. Is there a Lift in the building? Yes XXX No \_\_\_\_\_

2. Is the Lift a Common Element or Limited Common Element?

## **COMMON ELEMENT – ALL UNIT OWNERS PAY LIFT ASSESSMENTS**

3. Please check with the Association Board to see if the unit you are interested in is a paid participant of the Lift Group. (whether Common or Limited) and whether or not you will have use of the Lift. You may provide the information needed in paragraph below:

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I / We, as the purchaser(s), \_\_\_\_\_ have read the above  
printed name(s)

questionnaire and understand all information contained within.

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# 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

**If you are purchasing this Unit for investment purposes only or are under 55 years of age, please fill out the information below and have notarized.**

**Date:** \_\_\_\_\_

To Whom It May Concern:

Regarding the purchase of \_\_\_\_\_

Address: \_\_\_\_\_

We, the undersigned, do hereby waive all social rights to this apartment and will not reside in it.

We wish to waive our social rights to:

\_\_\_\_\_  
\_\_\_\_\_

Who will reside in the unit and is at least fifty five (55) years old. Proof of age will accompany this form.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Witnessed my hand and official seal at said County and State this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Certificate #:

\_\_\_\_\_  
My Commission expires:

\_\_\_\_\_  
Printed Name of Notary Public:

\_\_\_\_\_  
Signature of Notary:

## DISCLOSURE AND AUTHORIZATION FOR CONSUMER REPORTS

In connection with my application for occupancy for a dwelling and or Residential with TUSCANY CONDOMINIUM ASSOCIATION, INC., I understand consumer reports will be requested by you ("Company"). These reports may include, as allowed by law, the following types of information, as applicable: names and dates of previous employers, reason for termination of employment, work experience, reasons for termination of tenancy, former landlords, education, accidents, licensure, credit, etc. I further understand that such reports may contain public record information such as, but not limited to: my driving record, workers' compensation claims, judgments, bankruptcy proceedings, evictions, criminal records, etc., from federal, state, and other agencies that maintain such records.

In addition, investigative consumer reports (gathered from personal interviews, as applicable, with former employers or landlords, past or current neighbors and associates of mine, etc.) to gather information regarding my work or tenant performance, character, general reputation and personal characteristics, and mode of living (lifestyle) may be obtained.

### **This authorization is conditioned upon the following representations of my rights:**

I understand that I have the right to make a request to the consumer reporting agency: **United Screening Services, Corp.**(name) ("Agency"), **P.O. Box 55-9046, Miami, FL. 33255-9046** (address), telephone number **(305) 774-1711 or (800) 731-2139**, upon proper identification, to obtain copies of any reports furnished to Company by the Agency and to request the nature and substance of **all information** in its files on me at the time of my request, including the sources of information, and the Agency, on Company's behalf, will provide a complete and accurate disclosure of the nature and scope of the investigation covered by any investigative consumer report(s). The Agency will also disclose the recipients of any such reports on me which the Agency has previously furnished within the two year period for employment requests, and one year for other purposes preceding my request (California three years). I hereby consent to Company obtaining the above information from the Agency. I understand that I can dispute, at any time, any information that is inaccurate in any type of report with the Agency. I may view the Agency's privacy policy at their website: **www.unitedscreening.com**.

I understand that if the Company is located in California, Minnesota or Oklahoma, that I have the right to request a copy of any report Company receives on me at the time the report is provided to Company. By checking the following box, I request a copy of all such reports be sent to me. Check here: ☐

As a California applicant, I understand that I have the right under Section 1786.22 of the California Civil Code to contact the Agency during reasonable hours (9:00 a.m. to 5:00 p.m. (PTZ) Monday through Friday) to obtain all information in Agency's file for my review. I may obtain such information as follows: 1) In person at the Agency's offices, which address is listed above. I can have someone accompany me to the Agency's offices. Agency may require this third party to present reasonable identification. I may be required at the time of such visit to sign an authorization for the Agency to disclose to or discuss Agency's information with this third party; 2) By certified mail, if I have previously provided identification in a written request that my file be sent to me or to a third party identified by me; 3) By telephone, if I have previously provided proper identification in writing to Agency; and 4) Agency has trained personnel to explain any information in my file to me and if the file contains any information that is coded, such will be explained to me.

**Are you a service member as defined by s. 250.01, Florida Statutes?** Yes ☐☐ No ☐☐

*The term "service member" is defined by s.250.01, Florida Statute to include any person serving as a member of the United States Armed Forces on active duty or state active duty and all members of the Florida National Guard and United States Reserve Forces.*

I understand that I have rights under the Fair Credit Reporting Act, and I acknowledge receipt of the Summary of Rights  
\_\_\_\_\_ (initials).

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

For identification purposes:

Social Security No.: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Driver's License No.: \_\_\_\_\_; State of Issue: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: (\_\_\_\_\_) \_\_\_\_\_

**Tuscany Condominium Association, Inc. – Building “\_\_\_\_\_”**  
**Emergency Contact and Mailing Information Form**

In an effort to update our records, it is important that you complete and return this Emergency Contact and Mailing Information form. Occasionally, there is maintenance, security, or other problems that occur and it is imperative to contact an out of town owner or a local representative. Repair work can be hampered when unit owners/renters are away on vacation or living in another state. All information contained in this form will remain confidential and for use in Association emergencies only.

Unit Number: \_\_\_\_\_  
Name of Owner(s): \_\_\_\_\_  
Local Telephone Number: \_\_\_\_\_  
Alternate Mailing Address: \_\_\_\_\_  
City, State, and Zip: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Alternate Telephone Number: \_\_\_\_\_  
Business Telephone Number: \_\_\_\_\_  
Cell Telephone Number: \_\_\_\_\_

Vehicle Information: \_\_\_\_\_  
 Color \_\_\_\_\_ Make/Model \_\_\_\_\_ Year \_\_\_\_\_ License Plate Number \_\_\_\_\_

Do you rent your unit out? Yes: \_\_\_\_\_ No: \_\_\_\_\_

Real Estate Agency Name: \_\_\_\_\_

Renter's Name: \_\_\_\_\_

Lease Dates: \_\_\_\_\_

Renter Telephone Number: \_\_\_\_\_

Does a Board Member have a key to your unit?      Yes      \_\_\_\_\_      No      \_\_\_\_\_  
If so, which Board Member: \_\_\_\_\_

In case of emergency, please notify:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_  
Cell Phone Number: \_\_\_\_\_

Date: \_\_\_\_\_ Submitted By: \_\_\_\_\_



**TUSCANY CONDOMINIUM ASSOCIATION, INC.**  
**c/o Wilson Landscaping & Management Corp.**  
**1300 NW 17<sup>th</sup> Ave. Suite 270**  
**Delray Beach, FL 33445**  
**(561)637-3402**

Date: \_\_\_\_\_

Unit Owners: \_\_\_\_\_

Unit Address: \_\_\_\_\_

1. The attached ARC Form is to be completed by the unit owner. Please return the completed ARC form to the above address with ALL pertinent material for your specific project, including all copies of the contractor's license and insurance information.
2. The Association and/or its management company may not be required to take any action to maintain, repair or replace any such changes, alterations, additions or issues caused by any work done.
3. The owner assumes all responsibility for any changes, alterations or additions to the property.
4. Please read the form in detail and refer to your copy of the Association's governing documents for more information on alterations.
5. The approval process requires the signature of a member of the Association's Board of Directors.
6. The Association has thirty (30) days in which to respond to your ARC request. No work is to commence prior to receiving approval. Fines may be levied for failure to comply.
7. You will receive the "Approved" or "Not Approved" form in the mail. Once you receive the approved form, you may schedule the work to be completed.
8. All contractor waste is to be removed from Kings Point. Dumpsters in Kings Point are NOT for contractor's use. Old appliances must also be removed by the vendor who delivers new appliances.
9. Any questions may be directed to Wilson Landscaping & Management Corp. at: (561)637-3402.

I/We hereby acknowledge that I/we fully understand the approval process:

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

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

**ARCHITECTURAL REQUEST FORM (ARC) INSTRUCTIONS:**

Please be sure the following items are complete before returning your Architectural Request Form:

- 1) Completed description of the product being installed and the color of the product on the form.
- 2) Copy of the Contractor's License for the company doing the work.
- 3) Copy of the Liability Insurance for the company doing the work.
- 4) Copy of the Workman's Compensation Insurance for the company doing the work.
- 5) Certificate of Insurance from your contractor, with the following listed as the Certificate Holder:  
  
Tuscany Condominium Association, Inc.  
c/o Wilson Landscaping & Management Corp.  
1300 NW 17<sup>th</sup> Ave.  
Suite 270  
Delray Beach, FL 33445
- 6) Signature on form for the customer requesting the work to be performed.
- 7) Signature on form for the Representative of the company doing the work.
- 8) Signature on form by the Association Representative.
- 9) Copy of appropriate permit from Palm Beach County (after approval has been granted).

**Please be sure the form is complete in its entirety, including all signatures listed above, before the work is begun.**

**Tuscany Condominium Association, Inc.  
Architectural Request Form (ARC Form)**

Date: \_\_\_\_\_  
Unit Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

To be completed by Unit Owner:

Product to be installed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Color of product:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To be completed by Company Representative completing the work:

All necessary permits will be pulled from the County or City by the company and all products will be up to current code. The company is also **Licensed and Insured** to work in Palm Beach County, Florida.

Company authorized signature: \_\_\_\_\_

Date: \_\_\_\_\_

Notes: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Customer Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date: \_\_\_\_\_

Association Representative Signature:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Date: \_\_\_\_\_



## RENTAL AND RESALE INFORMATION

**ID OFFICE** 561-499-3335 Ext. 136 & 135  
Monday – Friday 9:00 AM – 4:00 PM  
Sat. & Sun. 10:00 AM – 3:00 PM (*November - May*)  
Closed Saturday & Sunday (*June – October*)

**Fees:** (*All fees subject to change*)

- Capital Contribution & Processing Fee - Includes one (1) Resident ID Card & one (1) Barcode  
\$1,500.00 Applicable to all resales and transfers.
- 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.
- 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.
- 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 amenities consist of three (3) clubhouses, five (5) outdoor swimming pools, Natatorium, two (2) 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*

Note: **Capital Contribution & Processing Fee** of \$1,500.00 *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](http://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](http://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](http://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.

## 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 raccoons 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 Tuscan Condominium Association per the order of Palm Beach County Fire Department.
- H. No generators permitted at the Tuscan 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 1<sup>st</sup> thru January 15<sup>th</sup> **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 1<sup>st</sup> floor. When the cord is pulled, the lift will return to the 1<sup>st</sup> 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.**

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_