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 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
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This instrument prepared by:

Atlantic Commons Associates, LLLP
 1600 Sawgrass Corporate Parkway, Suite 400
 Sunrise, Florida 33323
 Attn: Steven M. Helfman, Esq.

(Space Reserved for Clerk of Court)

FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TUSCANY

This FIRST AMENDMENT TO AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TUSCANY (the "Amendment") is made as of the 24th day of August, 2015 by ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership (the "Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, and joined in by TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida not for profit corporation (the "Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

WHEREAS, Declarant executed that certain Declaration of Covenants, Restrictions and Easements for Atlantic Commons and recorded same on January 28, 2013 in Official Records Book 25746, at Page 216 of the Public Records of Palm Beach County, Florida (as amended and supplemented from time to time, collectively, the "Original Declaration");

WHEREAS, Declarant executed that certain Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany (as amended and supplemented from time to time, collectively, the "Declaration") and recorded same on July 18, 2014, in Official Records Book 26923, at Page 0148, of the Public Records of Palm Beach County, Florida;

WHEREAS, the Declaration provides in Section 8 of Article XIV that prior to the "Turnover Date", Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Tuscany" (as such terms are defined in the Declaration);

WHEREAS, the Declaration further provides in Section 8 of Article XIV that the owner(s) of the Apartment Site shall not have the right to vote upon any amendment to this Declaration; provided, however, no amendment to the Declaration shall be valid if such amendment has a material and adverse effect upon the Apartment Site unless the owner of the Apartment Site joins in and consents to such amendment;

WHEREAS, Section 8 of Article XIV of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment;

WHEREAS, Declarant, along with the joinder and consent of the Association, desires to amend the Declaration in certain respects, all as more fully set forth herein;

WHEREAS, the Turnover Date has not occurred as of the date first above written, the changes to the Declaration set forth in this Amendment do not materially impair the common plan of development of Tuscany and do not materially or adversely affect the Apartment Site; and

WHEREAS, notwithstanding the foregoing, Declarant requests the joinder and consent of the Association.

NOW THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each initial capitalized term used herein shall have the meaning given to such term as set forth in the Declaration.

2. Section 1 of Article VIII of the Declaration is hereby deleted and restated in its entirety as follows:

Section 1. MEMBERS OF THE COMMITTEE. Prior to the Turnover Date, the Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of one (1) member designated by the Declarant, which initially shall be the acting President of the Association or such President's designee. After the Turnover Date, the Committee shall be comprised of three (3) members appointed by the Board and shall hold office until such time as such member has resigned or been removed, all as provided herein. Members of the Committee may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee.

3. The following provision is hereby added to the Declaration as subparagraph 2.J of Article VIII:

J. The Committee may set, establish and charge fees ("Review and Inspection Fees") for, among other things, processing Owner's request for proposed Improvements, review of the plans and specifications for proposed Improvements and inspection of the Improvements constructed by Owner, which review and/or inspection may be performed by third parties. The Committee may require such Review and Inspection Fees to be paid in advance (i.e., at the time of submission of the Owner's application). In the event any Review and Inspection Fees remain unpaid by an Owner, the Committee shall have the right, at its option, to: (i) not release the security deposit described in Section 3 below until all Review and Inspection Fees have been paid, or (ii) deduct all unpaid Review and Inspection Fees from any such security deposit paid by Owner. In addition (and in addition to any other remedies under and pursuant to the Tuscany Documents for a failure of an Owner to perform Owner's obligations), if any Review and

Inspection Fees are not paid by Owner, the Board may levy an Assessment against such Owner for such unpaid Review and Inspection Fees, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

4. This First Amendment shall become effective upon recording amongst the Public Records of Palm Beach County, Florida, and shall be retroactive to the date of recordation of the Original Declaration (i.e., January 28, 2013). Accordingly, subparagraph 2.J of Article VIII of the Declaration shall apply to security deposits delivered to the Association prior to and after recordation of this First Amendment.

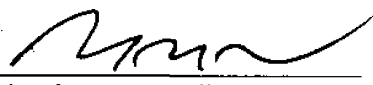
5. Except as modified by this Amendment, the Declaration shall remain in full force and effect in accordance with the terms thereof. In the event any of the provisions of this First Amendment shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof or of the Declaration, which shall remain in full force and effect, and any provisions of this First Amendment deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:


ATLANTIC COMMONS ASSOCIATES,
LLLP, a Florida limited liability limited
partnership

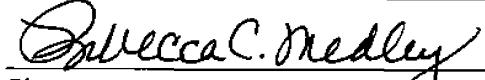
By: Atlantic Commons Corporation, a
Florida corporation, its general partner

By: 
Name: Richard M. Norwalk
Title: Vice President

[CORPORATE SEAL]

WITNESSES AS TO DECLARANT:


Signature
Print Name Vanessa Serrano


Signature
Print Name Rebecca C. Medley

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

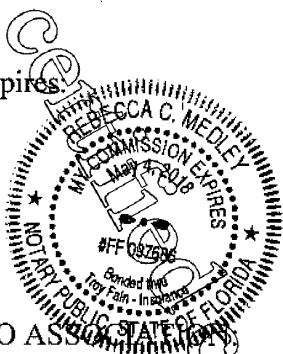
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as a Vice President of Atlantic Commons Corporation, a Florida corporation, the general partner of Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of August, 2015

Rebecca C. Medley
Notary Public, State of Florida at Large

My Commission Expires

Typed, Printed or Stamped Name of Notary Public



WITNESSES AS TO ASSOCIATION

ASSOCIATION:

TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: Charles Saenz
Name: Charles Saenz
Title: President

Jenice Gonzalez
Signature
Print Name Jenice Gonzalez

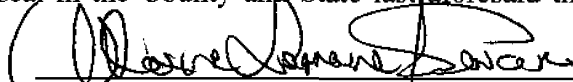
Fernando Guinazu
Signature
Print Name FERNANDO GUINAZU

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF Palm Beach)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Charles Saenz, as President of Tuscany Property Owners Association, Inc., a Florida corporation not for profit, freely and voluntarily under authority duly vested in them by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of August, 2015.



Notary Public, State of Florida at Large
MAXINE LORRAINE SPENCER
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



MORTGAGEE'S CONSENT

The undersigned, BANK OF AMERICA, N.A. ("Bank"), as Agent, by virtue of that certain Assignment of Mortgage and other Loan Documents dated August 20, 2014 and recorded August 21, 2014, in Official Records Book 26993, Page 240 and re-recorded in Official Record Book 27016, Page 82, all of the Public Records of Palm Beach County, Florida ("Bank") is the owner and holder of the following loan documents given in connection with the loan evidenced by such loan documents, all as amended and/or modified from time to time (collectively, the "Loan Documents"): (i) that certain Real Estate Mortgage, Assignment and Security Agreement given by Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership ("Borrower") dated August 20, 2014 and recorded August 21, 2014 in Official Record Book 26993, Page 215, of the Public Records of Palm Beach County, Florida, as amended and/or modified from time to time; and (ii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as defined in the foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany (the "Declaration"). Bank does hereby join in and consent to the execution and recording of the foregoing First Amendment to the Declaration.

Signed, sealed and delivered in the Presence of:

BANK:

BANK OF AMERICA, N.A., a national banking association, as Agent

Nettie L...
 Print Name: Nettie L...

By: *[Signature]*
 Name: William Campano
 Title: Senior Vice President

[CORPORATE SEAL]

Alesia Z...
 Print Name: Alesia Z...

STATE OF FLORIDA)
)SS
 COUNTY OF MIAMI-DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by William Campano, as SVP of BANK OF AMERICA, N.A., a national banking association, on behalf of the Bank, as Agent, freely and voluntarily under authority duly vested in him/her by said Bank. He/She is personally known to me or produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of September, 2015.

Nery Espinosa
 Notary Public, State of Florida at Large

Nery Espinosa
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires: 10/2/2016

