

the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;
- (2) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Tuscany Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Tuscany Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Tuscany Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Tuscany Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or
- (e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such

person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Notwithstanding the foregoing, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DECLARANT OR THE ARCHITECTURAL CONTROL COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE ARCHITECTURAL CONTROL COMMITTEE,

DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes, the Apartment Site and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, and/or the Apartment Site, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, the Apartment Site or any portion thereof, or the entering into a lease of or occupancy of a Home or an Improvement upon the Apartment Site, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land. Notwithstanding anything to the contrary and for the avoidance of any doubt, that certain property described in the First Supplemental and Second Supplemental as being withdrawn from the Original Declaration is not intended to, and shall not be bound, encumbered, burdened or affected, in any way, by this Declaration (including, without limitation, any of the terms, covenants, conditions, restrictions, limitations, liens, easements and/or burdens set in this Declaration).

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. BUS STOP. In conformance with County requirements, it is disclosed to each Owner of a Lot in the Community that an easement shall be granted in favor of the County to construct and operate a bus stop, boarding and alighting area within a portion of the Buffer located adjacent to Atlantic Avenue. The County may, but is under no obligation to construct and operate such bus stop and related improvements. Each Owner, by acceptance of a deed or other instrument of conveyance for a Lot, acknowledges and agrees that Atlantic Avenue is a public roadway, and that utilities and other improvements (including, without limitation, overhead power lines and/or light poles) may or may not be constructed within such roadways or any adjacent utility easements.

Section 19. NOISE ABATEMENT/FLORIDA TURNPIKE. In conformance with County requirements, it is disclosed to each Owner of a Lot in the Community is located adjacent to the Florida Turnpike, a public highway which is located along the western boundary of the Community. As a result of the proximity of the Community to the Florida Turnpike, the Homes within the Community will be located within an area subject to noise generated by vehicles using the Florida Turnpike. Declarant has installed or will be installing noise abatement improvements determined by the County Engineer and the Florida Department of Transportation to be effective in keeping noise levels from the Florida Turnpike below the State of Florida's noise abatement criteria in effect as of the date of issuance of the development order for the Community. Each Owner, by acceptance of a deed or title to any portion of the Property, acknowledges and agrees that any additional noise mitigation measures requested or desired in the future by the Owners or the Association will not be funded or constructed by the County, the Florida Department of Transportation or Declarant. Declarant does not represent, warrant or guarantee how and/or to what extent the traffic noise from the Florida Turnpike will affect Tuscany and/or the use and enjoyment thereof, and Declarant shall have absolutely no liability whatsoever therefor.

Section 20. MANDATORY RECLAIMED WATER ZONE. Tuscany is located within the County Water Utilities Department's "Mandatory Reclaimed Water Zone". Accordingly, each Owner and the owner of the Apartment Site acknowledges and agrees that Declarant has entered or will enter into one or more reclaimed water development agreement(s) whereby reclaimed water provided by the Palm Beach County Water Utilities Department will be used to recharge the Lakes in Tuscany. The water from the Lakes (including the reclaimed water) will be used for irrigation of the Association Property, each of the individual Lots within the Community, and the Atlantic Avenue Improvements and the Apartment Site.

Section 21. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

A. the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

B. the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate, in location(s) on the Property as Declarant may determine in its sole discretion, including, without limitation, companies licensed to provide CATV or satellite service(s) in the County, for which service(s) Declarant shall have the right to charge any users a fee (which shall

not exceed any maximum allowable charge provided for in the applicable ordinances of the County);

C. the continuing right to air conditioned space within and/or on the Association Property as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any clubhouse or other Improvements constructed on the Association Property; and

D. the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

Neither the Association nor any officer, director, employee, committee member or agent thereof (including any management company) shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right or privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 22. SURROUNDING AGRICULTURAL USES. By acceptance of a deed or title to a lot, each Owner acknowledges and agrees that Tuscany lies in an area where several of the adjacent and surrounding properties are presently zoned for and/or may be used for agricultural uses, a permissive zoning designation allowing, among other things, groves/row crops, livestock raising, private kennels, stables, farm worker quarters, and others. Declarant cannot and does not represent, warrant or guaranty the manner in which such properties are now or in the future will be used, or how same will affect Tuscany, and Declarant shall have absolutely no liability whatsoever therefor.

Section 23. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Tuscany by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Tuscany, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This

power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 23 may not be amended without Declarant's prior written consent.

Section 24. DECLARANT'S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in any of the other the Tuscany Documents to the contrary, except only with respect to the Apartment Site, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than residential (e.g., commercial, congregate care retirement facility, assisted care living facility and any others as may be permitted by the applicable governmental authorities and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of any portion(s) of the Property to commercial, congregate care retirement facility, assisted care living facility or others, which it expressly has the right to do without the consent or joinder of any other Owner whatsoever, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses and/or to remove such property(ies) from the terms, conditions and/or obligations hereunder.

Additionally, in the event Declarant changes the zoning of the Property (other than the Apartment Site) or any portion thereof to a use other than residential and amends this Declaration or creates a sub-declaration, in order to ensure representation on the Board for various groups having dissimilar interests, Declarant reserves the right to establish voting groups for election of Directors to the Board. In such event, each voting group shall be entitled to elect one (1) or more Director(s) to the Board. Each voting group may have different voting rights as determined by Declarant.

In the event Declarant establishes other uses of or for the Property as aforesaid, Declarant reserves the right to change the method pursuant to which Assessments are shared among the Lots and other portions of the Property. The expenses may be divided among each type of property use (e.g., single-family residential, multi-family residential and commercial) based upon, but not necessarily proportional to, the percentage of each type of property use, the level of services received by each type of property use and other relevant factors as determined by Declarant. Additionally, expenses which specifically relate to a specific property use will only be assessed against that type of property. The percentages for each type of property will be based upon the total acreage of the Property.

The portion of the anticipated Operating Expenses which are assessed against the residential property shall be based on percentages set forth by Declarant and shall be divided equally among the contributing Lots by dividing such portion of the Operating Expenses which are being assessed to the residential property by the total number of contributing Lots, and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots.

The portion, if any, of the anticipated Operating Expenses which are assessed against a multi-family residential Parcel (other than the Apartment Site) may, at Declarant's election be based on percentages set forth by Declarant or may be divided equally among the contributing multi-family units by dividing such portion of the Operating Expenses which are being assessed to the multi-family residential property by the total number of contributing units, and subject further to Article VII, Section 1 above in determining assessments based on Completed Lots and Incomplete Lots. Notwithstanding the foregoing, Declarant may determine not to allocate any

portion of the Operating Expenses to a multi-family residential property. In that regard, the Apartment Site shall not be assessed any Operating Expenses except only as set forth in Article XIII above.

The portion, if any, of the anticipated Operating Expenses which are assessed against a commercially zoned portion of the Property may, at Declarant's election be based on percentages set forth by Declarant or may be divided equally among the contributing Owners of such commercially zoned portions of the Property based upon a fractional formula, the numerator of which is the total square feet of buildings and paved areas of each commercial Parcel and the denominator of which is the total square feet of all buildings and paved areas. Notwithstanding the foregoing, Declarant may determine not to allocate any portion of the Operating Expenses to a commercially zoned portion of the Property.

Section 25. RECIPROCAL EASEMENT AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF BOUNDARY WALLS. All Owners are hereby placed on notice that the Property is subject to a certain Reciprocal Easement Agreement for Construction and Maintenance of Boundary Walls recorded in Official Records Book 20024, at Page 427 of the Public Records of the County ("REA"). The REA requires the maintenance of certain walls described therein and provides for a color scheme for such walls to be maintained. The Association is hereby assigned all rights and obligations of the owner of the "Bosco Property" as described in the REA and the Association hereby assumes such obligations and indemnifies Declarant against any and all costs, expenses and/or losses arising out of or otherwise relating to any failure by the Association to comply with the REA.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, this Declaration 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: [Signature]
Name: N. Maria Menendez
Title: Vice President

[CORPORATE SEAL]

WITNESSES AS TO DECLARANT:

[Signature]
Signature
Print Name SHAROLYN WEBB

[Signature]
Signature
Print Name KATHLEEN M. COFFMAN

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 N. Maria Menendez, as 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. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 9 day of July, 2014.

[Signature]
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



ASSOCIATION:

WITNESSES AS TO ASSOCIATION:

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

Signature

Print Name RASDA GONZALEZ

By: Charles Saenz

Name: Charles Saenz

Title: President

[CORPORATE SEAL]

Signature

Print Name Margary Ortega

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

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 July, 2014.

Maxine Lorraine Spencer
Notary Public, State of Florida at Large

MAXINE LORRAINE SPENCER

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



EXHIBIT A

Legal Description of Property

PARCEL 1:

TRACT 31, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

TOGETHER WITH ALL OF THOSE PARTS OF TRACTS 1, 2 AND 3, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE NORTH 36 FEET OF SAID TRACT 3 AS CONVEYED PURSUANT TO DEED BOOK 129, PAGE 164 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THE NORTH 39.66 FEET OF SAID TRACT 1 AND THE NORTH 40.92 FEET OF SAID TRACTS 2 AND 3 PURSUANT TO OFFICIAL RECORDS BOOK 6495, PAGE 761 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 1 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 1) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 1, 2 AND 3 LYING NORTH OF THE SOUTH LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING EAST/WEST WITHIN SAID TRACTS 1, 2 AND 3) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 2:

TRACTS 30, 32, 33 AND 35, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 30 AND 35 KNOWN AS RIGHT-OF-WAY PARCEL NOS. 27 AND 29 CONVEYED TO THE FLORIDA STATE TURNPIKE AUTHORITY PURSUANT TO THE FIFTEENTH JUDICIAL CIRCUIT COURT, CASE NO. 15,304, AS SET FORTH IN THE MINUTES OF CIRCUIT COURT IN MCC BOOK 68, PAGES 520 AND 523, PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 32 AND 33 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACTS 32 AND 33) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 3:

TRACTS 62, 63 AND 64, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND WEST OF THE E-2E CANAL, ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT

EXHIBIT A

Legal Description of the Property

(continued)

BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THE SOUTH 15 FEET OF SAID TRACTS 62, 63 AND 64 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LESS AND EXCLUDING THAT PORTION OF SAID TRACT 64 LYING EAST OF THE WEST LINE OF THE 15 FOOT PLATTED RESERVATION (RUNNING NORTH/SOUTH WITHIN SAID TRACT 64) AS SHOWN ON SAID PLAT OF PALM BEACH FARMS CO. PLAT NO. 1 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 1585, PAGE 505 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 4:

TRACT 34, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

THOSE PORTIONS OF TRACTS 65, 66, 67, 94, 95, 96, 97, 98, 127 AND 128, IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, LYING EAST OF THE SUNSHINE STATE PARKWAY AND NORTH OF DELRAY ROAD WEST (S.R. 806), ALL BEING ACCORDING TO THE PLAT OF PALM BEACH FARMS CO. PLAT NO. 1, RECORDED IN PLAT BOOK 2, PAGES 26-28, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; LESS AND EXCLUDING THOSE PORTIONS OF SAID TRACTS 127 AND 128 AS CONVEYED PURSUANT TO OFFICIAL RECORDS BOOK 20894, PAGE 986 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 6:

A PORTION OF THE SOUTHWEST ONE-QUARTER OF SECTION 16, TOWNSHIP 46 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 00°34'49" EAST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 104.83 FEET; THENCE NORTH 89°22'44" EAST, A DISTANCE OF 45.01 FEET; THENCE NORTH 00°34'49" EAST, ALONG A LINE 45.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 16, A DISTANCE OF 1337.79 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 40°40'01" EAST, A DISTANCE OF 57.85 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 02°44'12", A DISTANCE OF 16.24 FEET; THENCE SOUTH 74°04'39" EAST, ALONG A NON-TANGENT LINE, A DISTANCE OF 29.49 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 20°13'30" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1040.00 FEET AND A CENTRAL ANGLE OF 00°16'23", A DISTANCE OF 4.96 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 56°04'18" WEST; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 363.00 FEET AND A CENTRAL ANGLE OF 34°30'31", A DISTANCE OF 218.63 FEET TO THE POINT OF

EXHIBIT A

Legal Description of the Property

(continued)

TANGENCY; THENCE SOUTH 00°34'49" WEST, A DISTANCE OF 349.84 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 437.00 FEET AND A CENTRAL ANGLE OF 02°16'53", A DISTANCE OF 17.40 FEET; THENCE SOUTH 89°25'11" EAST, ALONG A NON-RADIAL LINE, A DISTANCE OF 489.81 FEET; THENCE NORTH 00°34'49" EAST, A DISTANCE OF 1897.84 FEET; THENCE SOUTH 89°07'42" WEST, ALONG A LINE 65.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST ONE QUARTER OF SAID SECTION 17, A DISTANCE OF 635.86 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 45.00 FEET EAST OF AND PARALLEL WITH SAID WEST LINE OF SECTION 16, A DISTANCE OF 1246.83 FEET TO THE POINT OF BEGINNING.

PARCEL 7:

TRACTS R, L, B, C, D, E, AND Z OF "ATLANTIC COMMONS – PLAT ONE", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 115 AT PAGES 135 THROUGH 137 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

PARCEL 8:

THAT PORTION OF TRACTS 65, 66, 94, 95, 96, 97, 98, 99, 126, 127, AND 128, SECTION 8, TOWNSHIP 46 SOUTH, RANGE 42 EAST, "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BOUNDED BY THE FOLLOWING:

BOUNDED ON THE SOUTH BY A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 8.

BOUNDED ON THE WEST BY THE EAST RIGHT-OF-WAY LINE OF "FLORIDA'S TURNPIKE", SAID LINE BEING 150.00 FEET EASTERLY OF THE CENTERLINE OF SAID TURNPIKE.

BOUNDED ON THE NORTH BY A LINE 46.20 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID TRACTS 65 AND 66 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE NORTH LINE OF SAID TRACTS).

BOUNDED ON THE EAST BY A LINE 15.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACTS 65, 96, 97 AND 128 (THE CENTERLINE OF THE 30 FOOT PLATTED RIGHT OF WAY BEING COINCIDENT WITH THE EAST LINE OF SAID TRACTS).

PARCEL 9:

A PORTION OF TRACTS 1,2 AND 3 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, AND TRACTS 126, 127 AND 128 IN SECTION 8, TOWNSHIP 46 SOUTH, RANGE 42 EAST, ALL OF "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

EXHIBIT A

Legal Description of the Property

(continued)

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 5467.35 FEET; THENCE SOUTH 89°15'11" WEST, ALONG A LINE 39.65 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 70.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'11" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 259.69 FEET; THENCE SOUTH 00°58'00" EAST, ALONG THE WEST LINE OF SAID TRACT 1, A DISTANCE OF 1.26 FEET; THENCE SOUTH 89°15'11" WEST, ALONG A LINE 40.92 FEET SOUTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 613.24 FEET TO A POINT ON THE ARC OF A CIRCULAR CURVE TO THE RIGHT, AT WHICH THE RADIUS POINT BEARS SOUTH 87°13'44" EAST; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, ALSO BEING THE EAST RIGHT OF WAY LINE OF FLORIDA'S TURNPIKE, HAVING A RADIUS OF 11309.16 FEET AND A CENTRAL ANGLE OF 00°17'02", A DISTANCE OF 56.03 FEET; THENCE NORTH 89°15'11" EAST, ALONG A NON-RADIAL LINE LYING 15.00 FEET NORTH OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 17, A DISTANCE OF 870.30 FEET; THENCE SOUTH 00°44'05" EAST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID TRACT 128, A DISTANCE OF 14.19 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 70.00 FEET WEST OF AND PARALLEL WITH EAST LINE OF SAID SECTION 17, A DISTANCE OF 40.48 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT B

Legal Description of Apartment Site

POD C-1

A PORTION OF TRACTS 33, 34, 35, 62, 63, AND 64 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO. 1", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 2851.70 FEET; THENCE SOUTH 89°03'11" WEST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 64, A DISTANCE OF 175.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 89°03'11" WEST, ALONG A LINE 15.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACTS 62, 63 AND 64, A DISTANCE OF 704.42 FEET; THENCE NORTH 01°24'05" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 885.52 FEET; THENCE NORTH 88°36'05" EAST, A DISTANCE OF 735.22 FEET; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 175.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 17, A DISTANCE OF 240.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 06°35'44", A DISTANCE OF 75.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 07°10'32" WEST, A DISTANCE OF 71.27 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 50°27'34", A DISTANCE OF 30.82 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 114°06'36", A DISTANCE OF 149.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 50°27'35", A DISTANCE OF 30.82 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 06°00'54" EAST, A DISTANCE OF 71.28 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE RIGHT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 660.00 FEET AND A CENTRAL ANGLE OF 06°35'43", A DISTANCE OF 75.97 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 00°34'49" WEST, ALONG A LINE 175.00 FEET WEST OF AND PARALLEL WITH SAID EAST LINE OF SECTION 17, A DISTANCE OF 181.52 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

POD B-2

A PORTION OF TRACTS 65, 66, 67, 94, 95, 96, 97 AND 98 IN SECTION 17, TOWNSHIP 46 SOUTH, RANGE 42 EAST, OF "PALM BEACH FARMS CO. PLAT NO. 1" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 2 AT PAGES 26 THROUGH 28 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE NORTH 00°34'49" EAST, ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 2836.70 FEET;

EXHIBIT B

Legal Description of the Apartment Site

(continued)

THENCE SOUTH 89°03'11" WEST, ALONG THE NORTH LINE OF SAID TRACT 65, A DISTANCE OF 170.06 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00°34'49" WEST, A DISTANCE OF 1136.80 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE TO THE LEFT; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET AND A CENTRAL ANGLE OF 41°14'50", A DISTANCE OF 244.77 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 40°40'01" EAST, A DISTANCE OF 23.72 FEET; THENCE SOUTH 00°34'49" WEST, A DISTANCE OF 32.93 FEET; THENCE NORTH 89°25'11" WEST, A DISTANCE OF 230.33 FEET; THENCE NORTH 54°13'11" WEST, ALONG THE EAST RIGHT-OF-WAY LINE OF THE SUNSHINE STATE PARKWAY, A DISTANCE OF 461.58 FEET; THENCE NORTH 26°19'19" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 381.09 FEET; THENCE NORTH 01°30'24" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 787.43 FEET; THENCE NORTH 89°03'11" EAST, ALONG THE NORTH LINE OF SAID TRACTS 65, 66 AND 67 A DISTANCE OF 708.87 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE IN PALM BEACH COUNTY, FLORIDA.

EXHIBIT C

Legal Description of Commercial Parcel

TRACT A AND TRACT F, ATLANTIC COMMONS – PLAT ONE, AS RECORDED IN
PLAT BOOK 115, PAGES 135-137.

This is not a certified copy

EXHIBIT D

Amended and Restated Articles of Incorporation of
Tuscany Property Owners Association, Inc.

[See Attached 15 Pages]

This is not a certified copy

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
TUSCANY PROPERTY OWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)**

THESE AMENDED AND RESTATED ARTICLES OF INCORPORATION ("Restated Articles") are adopted as of the 1st day of July, 2014 by ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership.

RECITALS:

WHEREAS, Articles of Incorporation of Atlantic Commons Homeowners Association, Inc. were filed in the Office of the Secretary of State of the State of Florida on May 9, 2012, and were subsequently amended by the filing of the First Amendment to Articles of Incorporation dated December 18, 2012 and the filing of the Second Amendment to Articles of Incorporation dated June 2, 2014 (the "Second Amendment"), such Second Amendment changing the name of Atlantic Commons Homeowners Association, Inc. to Tuscany Property Owners Association, Inc. (collectively, the "Original Articles");

WHEREAS, pursuant to Article XIII, Section A of the Original Articles, prior to the First Conveyance, the Declarant may amend the Original Articles without the vote of the members or the Board of Directors; and

WHEREAS, the First Conveyance has not occurred, and Declarant desires to amend and restate the Original Articles in their entirety as more particularly set forth in these Restated Articles.

NOW, THEREFORE, pursuant to the authority and for the reasons aforementioned, the undersigned does hereby amend and restate the Original Articles in their entirety as follows:

The foregoing recitals are true and correct and are incorporated herein by reference. Capitalized terms not defined herein shall have the meanings attributed to them in the Declaration (as hereinafter defined).

**ARTICLE I
DEFINITIONS**

The following words and phrases when used in these Restated Articles (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Apartment Site" means the property defined as the "Apartment Site" in the Declaration.
2. "Apartment Site Owner" means the owner(s) of the Apartment Site.
3. "Articles" means these Restated Articles and any amendments hereto.

4. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined in the Declaration) and any and all other assessments which are levied by the Association in accordance with the Tuscany Documents.

5. "Association" means Tuscany Property Owners Association, Inc., a Florida corporation not for profit (formerly known as Atlantic Commons Homeowners Association, Inc.). Association is NOT a condominium association and is not intended to be governed by Chapter 718, Florida Statutes (the Condominium Act).

6. "Association Property" means the property defined as "Association Property" in the Declaration.

7. "Board" means the Board of Directors of the Association.

8. "Bylaws" means those Amended and Restated Bylaws of the Association of same date herewith, and any amendments thereto.

9. "County" means Palm Beach County, Florida.

10. "Declarant" means Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership, and any successors or assigns thereof to which Atlantic Commons Associates, LLLP, specifically assigns all or part of the rights of Declarant under the Declaration by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the "Property" (as defined in the Declaration). In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. Whether or not specifically stated, any Person who at any time holds the rights of Declarant hereunder and subsequently transfers or assigns the rights of Declarant to another Person shall be afforded the same protection with respect to matters arising during its tenure as Declarant as the predecessor Declarant would have if it were still Declarant.

11. "Declaration" means that certain Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany of even date herewith, recorded or to be recorded in the Public Records of the County, and any amendments and supplements thereto.

12. "Director" means a member of the Board.

13. "HOA Act" means the Homeowners Association Act, Chapter 720, Florida Statutes, as amended through the date of recording of the Declaration amongst the Public Records of the County.

14. "Home" means a residential dwelling unit constructed within Tuscany which is designed and intended for use and occupancy as a single-family residence.

15. "Lot" means any parcel of land within Tuscany as shown on the Plat or any "Additional Plat" (as such term is defined in the Declaration) upon which a Home is permitted to be

constructed, together with the improvements thereon and any portion of the land within Tuscany that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of the Declaration by a Supplemental Declaration. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot.

16. "Member" means a member of the Association.

17. "Operating Expenses" means the expenses for which Owners are liable to the Association as described in the Tuscany Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, managing, maintaining, financing, repairing (but not reconstructing, replacing or improving), the Association Property or any portion thereof and the Improvements thereon, all other property owned by the Association (including, without limitation, the Drainage System other than those portions of the Drainage System located on the Apartment Site), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties as set forth in the Tuscany Documents.

18. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Tuscany, and includes Declarant for so long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

19. "Parcel" means the property defined as a "Parcel" in the Declaration.

20. "Plat" means the plat of Atlantic Commons – Plat One recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded among the Public Records of the County, then the term "Plat" as used herein shall also mean the Additional Plat.

21. "Tuscany" means the planned residential development located in Palm Beach County, Florida, which encompasses the Property and is initially intended to comprise Lots, Parcels and the Association Property, but subject to change in accordance with the Declaration.

22. "Tuscany Documents" means, in the aggregate, the Declaration, the Articles, the Bylaws, the Plat and Additional Plat, if any, and all of the instruments and documents referred to or incorporated therein including, but not limited to, any "Amendment(s)" and "Supplemental Declaration(s)" (as such terms are defined in the Declaration).

Unless otherwise defined herein, the terms defined in the Declaration are incorporated herein by reference and shall appear in initial capital letters each time such terms appears in these Articles.

ARTICLE II NAME

The name of the corporation shall be TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, whose principal address and mailing address is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE III PURPOSES

The purpose for which the Association is organized is to take title to, administer, operate, maintain, finance, repair, replace, manage and lease the Association Property in accordance with the terms of, and purposes set forth in, the Tuscany Documents and to carry out the covenants and enforce the provisions of the Tuscany Documents.

ARTICLE IV POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers granted to the Association in the Tuscany Documents. All of the provisions of the Declaration and Bylaws which grant powers to the Association are incorporated into these Articles.

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Tuscany Documents.

2. To make, establish, amend, abolish (in whole or in part) and enforce reasonable rules and regulations governing the use of the Association Property.

3. To make, levy and collect Assessments for the purpose of obtaining funds from its Members to pay Operating Expenses and other costs defined in the Declaration and costs of collection, and to use and expend the proceeds of Assessments in the exercise of the powers and duties of the Association.

4. To own, administer, operate, maintain, finance, repair, replace, manage, lease and convey the Association Property in accordance with the Tuscany Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Tuscany Documents.

6. To employ personnel, retain independent contractors and professional personnel, and enter into service contracts to provide for the administration, operation, maintenance, financing, repairing, replacing, management and leasing of the Association Property and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to,

agreements with respect to professional management of the Association Property and to delegate to such professional manager certain powers and duties of the Association.

7. To enter into the Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain Tuscany in a proper and aesthetically pleasing condition and to provide the Owners with services, amenities, controls, rules and regulations, and enforcement which will enhance the quality of life at Tuscany.

9. To borrow money and to obtain such financing as is necessary to maintain, repair and replace the Association Property in accordance with the Declaration and, as security for any such loan, to collaterally assign the Association's right to collect and enforce Assessments levied for the purpose of repaying any such loan.

10. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of three-fourths (3/4) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the engagement of legal counsel by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Tuscany Documents;
- (c) the enforcement of any applicable use and occupancy restrictions contained in the Tuscany Documents;
- (d) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Association Property or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); or
- (e) filing a compulsory counterclaim.

11. To operate, maintain, and manage the Surface Water and Storm Water Management System in a manner consistent with the requirements of South Florida Water Management District Permit (the "Water Management District") and applicable rules; to assist in the enforcement of the Declaration's provisions relating to the Surface Water and Storm Water Management System; and to levy and collect adequate assessments against Owners for the cost of maintenance and operation of the Surface Water and Storm Water Management System.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Declarant to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Declarant.

B. Upon the First Conveyance, Declarant shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every Owner, including Declarant as to Lots owned by Declarant, shall be a Member and exercise all of the rights and privileges of a Member.

C. Membership in the Association for Owners other than Declarant shall be established by the acquisition of ownership of fee simple title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Declarant by means of sale, gift, inheritance, devise, bequest, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. Notwithstanding anything to the contrary, the Apartment Site Owner shall not have any rights as a Member other than to use the Project Entry Road, Bridge, Apartment Site Collector Road, and Pod C-1 Collector Road for ingress and egress to and from the Apartment Site.

E. The Association shall have two (2) classes of voting membership (including two (2) subclasses as set forth below):

1. "Class A Members" shall be all Members, with the exception of Declarant while Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot owned. If there is more than one owner of the Apartment Site as a result of the fee interest in such Apartment Site being held by more than one person or otherwise, such Members owning the Apartment Site collectively shall be entitled to only one (1) vote for the Apartment Site. Notwithstanding the foregoing, solely for purposes of electing Directors to the Board pursuant to Article X below, the following subclasses are hereby formed from the Class A membership:

a. "Class A-1 Members" shall be those Class A Members who are Owners of Lots in Pod A, as reflected in the Project Conceptual Plan, and the Apartment Site.

b. "Class A-2 Members" shall be those Class A Members who are Owners of Lots in Pod A-2, as reflected in the Project Conceptual Plan.

2. "Class B Members" shall be Declarant, who shall be entitled to three times the total number of votes of the Class A Members plus one. Class B membership shall cease and be converted to Class A membership upon the earlier to occur of the following events ("Turnover Date"):

(i) Three (3) months after the conveyance of ninety percent (90%) of the "Total Developed Lots" (as defined in Article X.G hereof) by Declarant, as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such time as Declarant shall designate in writing to the Association.

On the Turnover Date, Class A Members, including Declarant, shall assume control of the Association and elect not less than a majority of the Board.

F. The designation of different classes of membership are for purposes of establishing the number of votes applicable to certain Lots, and nothing herein shall be deemed to require voting solely by an individual class on any matter which requires the vote of Members, unless otherwise specifically set forth in the Tuscany Documents.

G. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

H. Any Member who conveys or loses title to a Lot by sale, gift, inheritance, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

I. There shall be only one (1) vote for each Lot, except for the Class B Members as set forth herein. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. As provided above, if there is more than one owner of the Apartment Site as a result of the fee interest in such Apartment Site being held by more than one person or otherwise, such Members owning the Apartment Site collectively shall be entitled to only one (1) vote for the Apartment Site. The vote of the Owners of a Lot or the Apartment Site, as applicable, owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named ("Voting Member") in a certificate signed by all of the Owners of the Lot or Apartment Site, as applicable, or, if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed with the Secretary of the Association, the vote of such Lot or Apartment Site, as applicable, shall not be considered for establishing a quorum or for any other purpose.

Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a Voting Member. In the event a certificate

designating a Voting Member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. When both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any topic requiring a vote, they shall lose their right to vote on that topic at that meeting, but shall count for purposes of establishing a quorum.

2. When only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

3. When neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, when voting by Proxy is allowed, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different Proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different Proxy by the other spouse, the vote of said Lot shall not be considered, but shall count for purposes of establishing a quorum.

J. Unless some greater number is provided for in the Tuscan Documents, a quorum shall consist of persons entitled to cast at least thirty percent (30%) of the total number of votes of the Members.

ARTICLE VI TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Surface Water and Storm Water Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, F.A.C. and is approved by the Water Management District prior to such termination, dissolution, or liquidation.

ARTICLE VII INTENTIONALLY DELETED

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by the Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. Except for officers elected prior to the Turnover Date, officers must be Members, or the parents, children or spouses of Members.

The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the membership of the Board, but no other officer need be a Director. The same person may hold two or more offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	Charles Saenz
Vice President	Marcie DePlaza
Vice President/ Secretary/Treasurer	N. Maria Menendez

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") shall be three (3). The number of Directors elected by the Members on the "Initial Elected Board" (as hereinafter defined) and thereafter shall be five (5). Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members. Each Director shall have only one (1) vote.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES

ADDRESSES

Charles Saenz

1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323

Marcie DePlaza

1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323

N. Maria Menendez

1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323

Declarant reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. Upon the Turnover Date, the Members other than Declarant ("Purchaser Members") shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

D. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph C hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days prior notice of such meeting. The notice shall also specify the number of Directors which shall be elected by the Purchaser Members and the remaining number of Directors designated by Declarant.

E. At the Initial Election Meeting, those Purchaser Members comprising Class A-1 Members shall elect two (2) Directors from the Class A-1 Members, those Purchaser Members comprising the Class A-2 Members shall elect two (2) Directors from the Class A-2 Members, and Declarant, until Declarant's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Declarant reserves and shall have the right, until Declarant's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Declarant's Resignation Event or until a Purchaser Member-elected Director is removed in the manner hereinafter provided.

A Director (other than a Declarant-appointed Director) may be removed from office upon the affirmative vote or agreement in writing of a majority of the voting interests of the applicable class of Purchaser Members for any reason deemed to be in the best interests of such Purchaser Members; with each class being able to remove only those Directors such Class elected. A

meeting of the applicable class of Purchaser Members to so remove a Director (other than a Declarant-appointed Director) shall be held upon the written request of ten percent (10%) of the applicable class of Purchaser Members. Any such recall shall be effected and a recall election shall be held, if applicable, as provided in the HOA Act.

G. Upon the earlier to occur of the following events ("Declarant's Resignation Event"), Declarant shall cause all of its designated Directors to resign:

1. When Declarant no longer holds for sale in the ordinary course of business at least five percent (5%) of all of the Lots in Tuscany planned to be constructed with a Home thereon (the "Total Developed Lots") and all Lots sold by Declarant have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or
2. When Declarant causes the voluntary resignation of all of the Directors designated by Declarant and does not designate replacement Directors.

Upon Declarant's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director, who may be any Purchaser Member, to fill the vacancy caused by the resignation or removal of Declarant's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his successor is elected and qualified. In the event Declarant's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth herein, and all of the Directors shall be elected by the Purchaser Members at such meeting.

H. At each Annual Members' Meeting held subsequent to Declarant's Resignation Event, all of the Directors shall be elected by the Members. Purchaser Members comprising Class A-1 Members shall elect two (2) Directors from the Class A-1 Members, and Purchaser Members comprising the Class A-2 Members shall elect two (2) Directors from the Class A-2 Members. The fifth (5th) Director shall be elected "at large" by all of the Purchaser Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. the "at large" Director shall be elected for a two-year term.
2. the Class A-1 Director and the Class A-2 Director receiving the most votes at the meeting from their respective class of Purchaser Members shall be elected for two-year terms.
3. the remaining Class A-1 and Class A-2 Directors' terms of office shall be established at one (1) year.

At each Annual Members' Meeting thereafter, all Directors of the Association shall be elected for two (2) years, expiring when their successors are duly elected and qualified.

I. The resignation of a Director who has been designated by Declarant or the resignation of an officer of the Association who has been elected by the First Board shall be deemed to remise,

release, acquit, satisfy and forever discharge such Director or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said Director or officer for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI **INDEMNIFICATION**

Each and every Director and officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including attorney and paralegal fees at all trial and appellate levels and postjudgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation or settlement in which he/she becomes involved by reason of his/her being or having been a Director or officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or officer at the time such cost, expense or liability is incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article XI shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as being in the best interest of the Association, and in the event a Director or officer admits that he/she is or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, the indemnification provisions of this Article XI shall not apply. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer of the Association may be entitled under statute or common law.

ARTICLE XII **BYLAWS**

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII **AMENDMENTS**

A. Prior to the First Conveyance, these Articles may be amended only by an instrument in writing signed by Declarant and filed in the Office of the Secretary of State of the State of Florida.

B. After the First Conveyance, and prior to the Turnover Date, these Articles may be amended solely by a majority vote of the Board, without the prior written consent of the Members, at a duly called meeting of the Board.

C. After the Turnover Date, these Articles may be amended in the following manner:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings.

(c) At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the total number of Members in the Association.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Members and all members of the Board setting forth their intention that an amendment to the Articles be adopted.

D. After the First Conveyance, these Articles may not be amended without the written consent of a majority of the members of the Board.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of any "Institutional Mortgagee" (as such term is defined in the Declaration) without the prior written consent of such Institutional Mortgagee.

F. Notwithstanding the foregoing provisions of this Article XIII to the contrary, no amendment to these Articles shall be adopted which shall abridge, prejudice, amend or alter the rights of Declarant without the prior written consent of Declarant, including, but not limited to, Declarant's right to designate and select members of the First Board or otherwise designate and select Directors as provided in Article X above, nor shall any other amendment be adopted or become effective without the prior written consent of Declarant.

G. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each such amendment shall be attached to any certified copy of these Articles, and a copy of each amendment certified by the Secretary of State shall be recorded amongst the Public Records of the County.

ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 and the initial registered agent of the Association at that address shall be Steven M. Helfman, Esq.

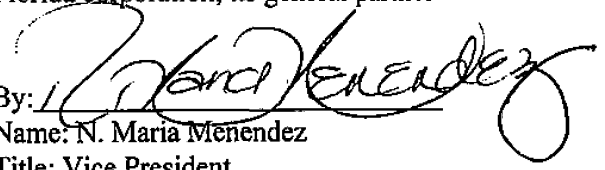
ARTICLE XV
AMENDMENT AND RESTATEMENT

These Amended and Restated Articles of Incorporation of the Association amend, restate and replace the Original Articles in their entirety.

IN WITNESS WHEREOF, the Declarant has hereunto affixed its signature as of the date first stated above.

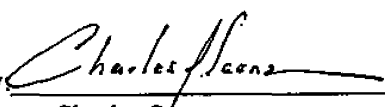
ATLANTIC COMMONS ASSOCIATES,
LLLP, a Florida limited liability limited
partnership

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

By: 
Name: N. Maria Menendez
Title: Vice President

ACKNOWLEDGED AND AGREED to by the Association as of the date first stated above.

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

By: 
Name: Charles Saenz
Title: President