



<p>Return to: (enclose self-addressed stamped envelope)</p> <p>Name: Atlantic Commons Associates, LLLP 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, Florida 33323 Attn: Steven M. Helfman, Esq.</p> <p>This Instrument Prepared by: Mark F. Grant, Esq. Greenspoon Marder, P.A. 200 East Broward Boulevard, Suite 1500 Fort Lauderdale, Florida 33301</p>	<p>CFN 20140265417 OR BK 26923 PG 0148 RECORDED 07/18/2014 09:11:13 Palm Beach County, Florida Sharon R. Bock, CLERK & COMPTROLLER Pgs 0148 - 310; (163pgs)</p>
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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR**

TUSCANY

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR TUSCANY**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR TUSCANY ("Declaration") is made as of the 1st day of July, 2014, by ATLANTIC COMMONS ASSOCIATES, LLLP, a Florida limited liability limited partnership, its successors and assigns ("Declarant"), and is joined in by TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Atlantic Commons was recorded on January 28, 2013, in Official Records Book 25746, at Page 216 ("Initial Declaration"), amended by First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Atlantic Commons recorded June 20, 2014, in Official Records Book 26866, at Page 174 (the "First Amendment"), and supplemented by that certain First Supplemental to Declaration of Covenants, Conditions Restrictions and Easements for Atlantic Commons recorded July 11, 2013 in Official Records Book 26173, at Page 1941 ("First Supplemental"), and that certain Second Supplemental to Declaration of Covenants, Conditions Restrictions and Easements for Atlantic Commons recorded November 7, 2013 in Official Records Book 26435, at Page 837 ("Second Supplemental"), all of the Public Records of Palm Beach County, Florida (the Initial Declaration, as amended by the First Amendment and supplemented by the First Supplemental and Second Supplemental, is referred to herein as the "Original Declaration"); and

WHEREAS, by virtue of the First Amendment, the name of the planned community that was the subject of the Original Declaration was changed from Atlantic Commons to Tuscany; and

WHEREAS, by virtue of the First Supplemental: (a) certain real property as described therein was supplemented, added, subjected to, and encumbered by all of the covenants restrictions, easements, terms and conditions of the Original Declaration, and (b) certain other real property as described therein was withdrawn and forever released from all of the terms, covenants, conditions, restrictions, limitations, liens, easements and/or burdens set forth in the Original Declaration; and

WHEREAS, by virtue of the Second Supplemental, certain real property as described therein was withdrawn and forever released from all of the terms, covenants, conditions, restrictions, limitations, liens, easements and/or burdens set forth in the Original Declaration

WHEREAS, by virtue of the filing of a Second Amendment to Articles of Incorporation dated June 2, 2014 in the Office of the Secretary of State of the State of Florida, the name of the Association was changed from Atlantic Commons Homeowners Association, Inc. to Tuscany Property Owners Association, Inc.;

WHEREAS, by virtue of the filing Amended and Restated Articles of Incorporation dated concurrently herewith, the Articles of the Association were amended and restated in their entirety; and

WHEREAS, pursuant to Article XV, Section 8(A) of the Original Declaration, until the Turnover Date, all amendments or modifications shall be made by Declarant without the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Tuscany; and

WHEREAS, Declarant is desirous of amending and modifying the Original Declaration by restating in its entirety the provisions thereof, it being the intent hereof, that this Declaration shall replace the provisions of the Original Declaration thereto, in its entirety and this Declaration shall constitute the covenants, conditions, restrictions and easements for Tuscany; and

WHEREAS, Declarant desires to develop a planned community to be known as "Tuscany" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, in order to develop and maintain Tuscany as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its duties, responsibilities and obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PLAT" shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Covenants, Restrictions and Easements for Tuscany" and each of which shall be properly adopted pursuant to the terms of the Tuscany Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "APARTMENT SITE" shall mean that certain portion of the Property more particularly described on Exhibit "B" attached hereto and made a part hereof, upon which Apartment Units may be constructed, owned and operated thereon.

Section 5. "APARTMENT UNIT" shall mean a multi-family rental apartment unit contained within and part of a rental apartment building constructed or to be constructed on the Apartment Site in Tuscany, which is designed and intended for use and occupancy as a for-rent dwelling apartment.

Section 6. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 7. "ARTICLES" shall mean the Amended and Restated Articles of Incorporation of the Association which have been or will be filed in the Office of the Secretary of State of the State of Florida, a copy of which is attached hereto as Exhibit "D" and incorporated herein by this reference, as such Articles may be amended from time to time.

Section 8. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments" and "Special Assessments" (as such terms are defined herein) and any and all other assessments and monetary fines and charges which are or may be levied by the Association in accordance with the Tuscany Documents.

Section 9. "ASSOCIATION" shall mean and refer to TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Tuscany as provided in this Declaration.

Section 10. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any Lot, Parcel and/or the Apartment Site, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, for the common use and enjoyment of some or all of the Owners within Tuscany, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon, all structures, gatehouse(s), the recreational tract(s) as more particularly described in Article II, Section 2(A) hereof, Lakes (as hereinafter defined), open space tracts and focal point tracts, private streets, bridges, asphalt bike paths, sidewalks, irrigation facilities, "Street Lights" and "Decorative Street Lights" (as those terms are hereinafter defined), perimeter fences and walls, entry or other lighting, entrance features, fountains, buffer tracts, monument walls, monument signs, site walls, retaining walls, littoral plantings and decorative street signs, if any, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 8 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 11. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 12. "BYLAWS" shall mean the Amended and Restated Bylaws of the Association dated July 1, 2014, which have been or will be adopted by the Board, a copy of which is attached hereto as Exhibit "E" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 13. "CANAL LOT" shall mean a Lot within Tuscany abutting one of the canals (as described in Article II, Section 2(B) hereof).

Section 14. "COMMERCIAL PARCEL" shall mean that certain real property described in Exhibit "C" attached hereto and made a part hereof, which property is one and the same as the "Withdrawn Property" as defined in the Second Supplemental. Accordingly, the Commercial Parcel is not part of Tuscany and is not subject to or encumbered by any of the terms or conditions of the Tuscany Documents. Notwithstanding the foregoing, the Commercial Parcel (its owners and its owners' guests, invitees and tenants) shall have and benefit from the perpetual, non-exclusive easements granted in Section 6.O of Article IV below.

Section 15. "COMMUNITY SYSTEMS" shall mean any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm/monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or the Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant and serving the Association Property and/or more than one Lot.

Section 16. "COMPLETED LOT" shall mean a Lot on which the construction of a Home has been completed, for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to such Lot has been conveyed by Declarant.

Section 17. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 18. "COUNTY" shall mean Palm Beach County, Florida.

Section 19. "DECLARANT" shall mean Atlantic Commons Associates, LLLP, a Florida limited liability limited partnership, and any successor or assign thereof to which Atlantic Commons Associates, LLLP, specifically assigns all or part of the rights of Declarant hereunder 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. 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. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Tuscany Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 20. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 21. "DIRECTOR" shall mean a member of the Board.

Section 22. "DOMINANT LOT" shall mean a Lot to which an easement over a Servient Lot created by Article IV of this Declaration is appurtenant (i.e., a Lot owned by an Owner entitled to access such Owner's Lot over certain portions of an adjoining Lot). A Lot may be both a Dominant Lot and a Servient Lot as to different easements created by Article IV hereof, but not as to the same easement.

Section 23. "DRAINAGE SYSTEM" shall mean a system of structures and other improvements, including, without limitation, control structures, culverts, headwalls and/or swales, which is designed, constructed and installed to collect and convey rainwater runoff from Tuscany to the water management tracts (i.e., "Lakes," as hereinafter defined) within the Property and/or canals adjacent to the Property. The Drainage System is located upon and designed to serve the Property and certain off-site roadways and other property as further described in Article II, Section 2(I) below. Except as set forth in this Declaration, the Drainage System is a private drainage system.

Section 24. "HOME" shall mean a residential dwelling unit constructed within Tuscany, which is designed and intended for use and occupancy as a single-family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 8 hereof, if at all. Upon completion of construction of a Home on a Lot or Parcel, the Lot or

Parcel and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Tuscany Documents. Reference is made to Article XIII below. The Apartment Units to be constructed on the Apartment Site, however, are not and shall not be deemed Homes under this Declaration.

Section 25. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Tuscany, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, Streets, Drives, Roads, Roadways, driveways, bridges, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, swings, gym sets and play structures, tennis courts, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball courts, backboards and hoops, signs, site and perimeter walls, gazebos, benches, mailboxes, Street Lights and Decorative Street Lights and signs.

Section 26. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot.

Section 27. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 28. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Tuscany.

Section 29. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot or Parcel within Tuscany, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 30. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 31. "LAKES" shall mean those portions of the Property designated on the Plat and/or Additional Plat, if any, as lakes, lake tracts or storm water management tracts.

Section 32. "LAKE LOT" shall mean a Lot within Tuscany abutting one of the Lakes.

Section 33. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services and all costs and court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration and/or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens.

Section 34. "LOT" shall mean any parcel of land within Tuscany as shown on the Plat or any Additional Plat, if any, upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Tuscany that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to Article II, Section 8 hereof, if at all. The term Lot as used herein shall be deemed to include a Single Family Lot (as defined herein). For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Tuscany Documents.

Section 35. "MEMBERS" shall mean all of the Owners who are also members of the Association, as provided herein.

Section 36. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X herein. In that regard, Owner shall have the right, but not the obligation, to have legal counsel of Owner's choice present at such hearing, at Owner's expense.

Section 37. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Tuscany Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving) the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association (including, without limitation, the Drainage System), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Tuscany Documents.

Section 38. "OWNER" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Tuscany, and includes Declarant for as 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.

Section 39. "PARCEL" shall mean any parcel of land within Tuscany as shown on the Plat or any Additional Plat, if any, which is not a Lot or the Apartment Site and upon which rental apartments, condominium units, commercial building(s), congregate care retirement facilities and/or assisted care living facilities are permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Tuscany that is declared to be a

Parcel by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

Section 40. "PLAT" shall mean the plat(s) of the Property recorded or to be recorded in the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 41. "PROJECT CONCEPTUAL PLAN" shall mean that certain Project Conceptual Plan attached as Exhibit "G" to this Declaration, as same may be amended or modified from time to time by Declarant.

Section 42. "PROPERTY" shall initially mean that certain real property heretofore described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof, subject to the prior written approval of the Palm Beach County Attorney's Office, if required, such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 43. "SERVIENT LOT" shall mean a Lot within Tuscany over which an easement is created by Article IV of this Declaration in favor of a Dominant Lot (i.e., a Lot over certain portions of which the Owner of an adjoining Lot has a right of access). A Lot may be both a Servient Lot and a Dominant Lot as to different easements created by Article IV hereof, but not as to the same easement.

Section 44. "SINGLE FAMILY HOME" shall mean a single family residence constructed or to be constructed within Tuscany, which is designed and intended for use and occupancy as a single-family residence. Single Family Homes may also include zero lot line homes. Whenever the term Single Family Home is used in this Declaration, it shall also mean and refer to Single Family Lot, as applicable.

Section 45. "SINGLE FAMILY LOT" shall mean any parcel of land within Tuscany, as shown on the Plat or Additional Plat(s), if any, upon which a Single Family Home has or is permitted to be constructed, together with the Improvements thereon provided, however, that no portion of any Community System shall be deemed to be part of a Single Family Lot unless and until same is made such pursuant to the terms of this Declaration, if at all. Upon completion of construction of the Single Family Home on a Single Family Lot, such Single Family Lot and the Improvements thereon shall collectively be considered to be a Single Family Lot for purposes of this Declaration and the other Tuscany Documents.

Section 46. "SINGLE FAMILY OWNER" shall mean the Owner of a Single Family Home or Single Family Lot within Tuscany.

Section 47. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of

the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 48. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined in Article V.D.1 of the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.E.2 of the Articles.

Section 49. "TUSCANY" shall mean that planned development located in Palm Beach County, Florida, which is intended to encompass the Property and Association Property. It is presently anticipated that Tuscany will or possibly may contain single-family homes, zero-lot line homes, rental apartments and/or commercial uses. Tuscany consists of the land set forth in Exhibit "A" attached hereto and made a part hereof, and may be expanded to include additional property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 50. "TUSCANY DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

Section 51. "WATER MANAGEMENT DISTRICT" shall mean the South Florida Water Management District.

Section 52. "WATER MANAGEMENT DISTRICT PERMIT" shall mean that certain permit issued by the Water Management District for the Property bearing Permit Number 50-08178-P, as same may be amended or modified from time to time, a copy of which is attached hereto as Exhibit "F" and made a part hereof.

Section 53. "WORKFORCE HOUSING REQUIREMENTS" shall mean requirements for "Required Workforce Housing Units" mandated by the County under and pursuant to the ULDC (as hereinafter defined), the Atlantic Commons PUD approved by the County and governing the Property (as such PUD may be amended from time to time), and other requirements of the County including, without limitation, those defined in any Master Declaration of Restrictive Covenants for Workforce Housing recorded against title to the Property, as same may be amended and/or substituted from time to time.

ARTICLE II
DESCRIPTION OF TUSCANY

Section 1. GENERAL PLAN OF DEVELOPMENT. Tuscany comprises the Property encompassing, or which will encompass, Lots, Parcels, the Apartment Site and Association Property, as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property declared hereunder and burdened by this Declaration is described in Exhibit "A" attached hereto. It is presently anticipated that Tuscany will or may contain Single Family Homes, Apartment Units, commercial uses, congregate care retirement facilities, assisted care living facilities and/or other similar operations. Notwithstanding the foregoing, Declarant has reserved the right to modify the plan of development for Tuscany (including, without limitation, the right to modify the master plan and/or site plan of Tuscany, and the right to supplement, change or reduce the recreational facilities, amenities, the Home product types and the number of Homes and Apartment Units to be constructed within Tuscany) and/or the right to add land to Tuscany or to withdraw land from Tuscany, all in Declarant's sole discretion. Therefore, in the event Declarant modifies its plan of development of Tuscany, adds land to Tuscany and/or withdraws land from Tuscany, the number of Lots and Parcels, the layout of Lots and Parcels and/or the size of Lots and Parcels within Tuscany may change and the Assessments required to be paid pursuant to this Declaration, may increase or decrease, as applicable. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Tuscany may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Tuscany, as well as any changes thereto.

Additional Property will become a part of Tuscany if, and only if, Declarant in its sole discretion adds Additional Property to Tuscany by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation, the recreational facilities and amenities) upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or the master plan of Tuscany, the right to change the recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Tuscany) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Tuscany according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Although it is intended that the Association shall be the only homeowners association within Tuscany, Declarant reserves the right to establish other associations within Tuscany to be responsible for certain areas and operations which benefit only a portion of Tuscany, For example, but not by way of limitation, Declarant might create a homeowners association to operate a particular Recreation Tract whose use is limited to only certain Lots and in which case

only the Owners of such Lots would be members of such homeowners association and only such Owners would be obligated to pay for the maintenance of such Recreation Tract. In the event Declarant determines to create any such additional homeowners association, Declarant shall cause a Supplemental Declaration to be recorded to address all relevant issues associated therewith.

Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of: (a) the property indicated on the Plat and Additional Plat(s), if any, as Association Property or as property reserved for or dedicated to the Association, and (b) any other property designated as Association Property in this Declaration or any Supplemental Declaration. The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Tuscan Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The portions of Tuscan described in this Section 2 shall constitute Association Property and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Association Property including, without limitation, the following:

A. Recreation Tracts. Tuscan is planned to contain certain active and/or passive recreation tracts (the "Recreation Tracts") as designated on the Plat or Additional Plat(s), if any. Subject to Section 18 of Article 10 below, the Recreation Tracts (other than those located on the Apartment Site) shall be part of the Association Property and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and tenants. Such portions, if any, of the Recreation Tracts upon which Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The Recreation Tracts (other than those located on the Apartment Site) shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces within the Recreation Tracts shall be used for proper purposes by those using the recreational facilities but only while using such facilities), and shall be used for such purposes and not for residential, commercial or industrial construction of any kind. The Recreation Tracts (other than any Recreation Tracts located on the Apartment Site) shall be maintained, administered, operated and ultimately owned by the Association.

As set forth in this Declaration (including, without limitation, Section 23 of Article X below), certain Recreation Tracts are reserved only for the use and enjoyment by certain Owners to the exclusion of others. Declarant reserves the right to record Supplemental Declarations, from time to time, which further limits the use of certain Recreation Tracts to certain Lots provided that Declarant owns all such Lots (or the land which will comprise such Lots) at the time of recording any such Supplemental Declaration. As set forth herein and as may be set forth in any such Supplemental Declaration, only the Lots entitled to use such Recreation Tracts shall be responsible for the costs and expenses associated with the operation, maintenance, repair and replacement thereof.

Declarant further reserves the right, but shall not be obligated, to construct additional recreational facilities upon the Recreation Tracts, and to modify or reduce the facilities

and amenities planned for the Recreation Tracts. Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities, and to determine the timing of construction of the recreational facilities and installation of amenities. The decision as to whether to construct additional recreational facilities or amenities, to modify the planned facilities or amenities, to reduce the planned facilities and/or the timing of the construction thereof shall be in the sole discretion of Declarant.

Notwithstanding anything contained herein, neither Declarant nor the Association makes any representations whatsoever to commence, complete or construct any of the recreational facilities within any specific time period.

B. Lakes and Canals. The "Lakes" are those portions of the Property designated on the Plat or Additional Plat, if any, as lakes, lake tracts or storm water management tracts and shall always be kept and maintained as lakes for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements including, without limitation, the Water Management District requirements. The Lakes (other than those located on the Apartment Site) shall be a part of the Association Property and shall be maintained, administered, operated and ultimately owned by the Association subject to the Association's rights to maintain and/or repair the drainage facilities connecting the Lakes on the Apartment Site to the other portions of Atlantic Commons as provided in Section 1.K of Article IX below. The Lakes located on the Apartment Site shall be maintained, administered, and operated by the owner(s) of the Apartment Site. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Atlantic Commons as may be necessary for the purpose of accessing, maintaining and administering the Lakes, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder.

The "Canals" are those canals located adjacent to and/or within portions of the boundaries of the Property. The Canals are not part of, and are hereby expressly excluded from, the Property. The rights-of-way comprising the Canals are owned and maintained by the Lake Worth Drainage District ("LWDD"). Neither Declarant nor the Association have control over how and to what extent, if any, the LWDD will (i) install any improvements in the Canal rights-of-way, and/or (ii) maintain such Canal rights-of-way, including, without limitation, any sod planted therein.

Water levels in the Lakes and Canals within and adjacent to the Property may rise and fall significantly due to, among other things, certain natural causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the surrounding areas. Accordingly, Declarant has no control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to a Lot, hereby releases Declarant, the Association and the County from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from water levels in the Lakes and/or Canals regardless of the cause thereof.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE RECREATION TRACTS, THE LAKES, CANALS AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY. ANY INDIVIDUAL USING

THE RECREATION TRACTS, THE LAKES, CANALS AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT AND THE ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT OR PARCEL, ACKNOWLEDGES THAT THE LAKES AND CANALS ARE EXTREMELY DEEP AND DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN OR AROUND ATLANTIC COMMONS, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF ATLANTIC COMMONS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE SAFETY, QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER BODIES WITHIN OR NEARBY ATLANTIC COMMONS AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

C. Streets, Drives, Roads and/or Roadways. The "Streets," "Drives," "Roads" and/or "Roadways" are those portions of the Property designated on the Plat or Additional Plat(s), if any, as a street, driveway, road or roadway, and which are reserved for or dedicated to the Association, but specifically excluding any street or roadway dedicated to the public on the Plat or Additional Plat, if any. The Streets, Drives, Roads and/or Roadways shall be used as private roads by Declarant, the Association and the Owners, their family members, guests, invitees and tenants in accordance with the provisions of this Declaration. The Streets, Drives, Roads and/or Roadways shall be maintained, administered, operated and ultimately owned by the Association. Notwithstanding anything to the contrary, each Owner shall be responsible for the maintenance, repair and replacement of: (a) the driveway serving his or her Lot or Parcel, including that portion of the driveway in a Street, Drive, Road and/or Roadway, if any, and (b) the sod and plantings, if any, located adjacent to a Lot or Parcel within a Street, Drive, Road and/or Roadway, unless the driveway and/or sod and/or plantings was damaged by the Association in the fulfillment of its obligations and duties under this Declaration. In the event that the Pod B-1 Bridge (as defined in Section 1(J) of Article IX below) is constructed and will not be maintained by any applicable governmental authorities, the Pod B-1 Bridge shall be

deemed a part of the Streets, Drives, Roads and/or Roadways to be maintained and repaired from time to time by the Association (this reference in no way constituting an agreement or obligation for construction of the Pod B-1 Bridge).

D. Landscaped Areas or Grassed Areas. The "Landscaped Areas" and "Grassed Areas" are those portions of the Property designated on the Plat or Additional Plat, if any, as "Focal Point" tracts, "OS" tracts or as open space, and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Tuscany, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. No Improvement, landscaping or other addition or deletions are permitted to be made or installed by any Owner in a Landscaped Area or Grassed Area. The Landscaped Areas and Grassed Areas shall be ultimately owned by the Association and shall be maintained, administered and operated in accordance with the requirements of this Declaration and the appropriate governmental agencies. In that regard, except as otherwise provided below, an Owner whose Lot is adjacent to an "OS" tract (other than those "OS" tracts that are also designated as Focal Point tracts) shall be responsible for the maintenance and care of the sod located in such adjacent "OS" tract up to the centerline thereof. In addition, if the side property line of an Owner's Lot abuts an OS or open space tract which separates Owner's Lot from the rear of one or more other lots in the Community, such Owner shall be responsible for the maintenance and care of the sod located in such OS or open space tract that abuts the side property line of such Owner's Lot. Notwithstanding the foregoing, an Owner whose Lot is adjacent to an "OS" tract shall not be responsible for the care of the sod located on such adjacent "OS" tract where such "OS" tract is: (i) part of a Buffer Tract (as hereinafter defined), (ii) used as a passive park or focal point and/or (iii) adjacent to the intersection of two of the Streets, Drives, Roads and/or Roadways thereby creating an entry into a parcel located within the Community, all of which such "OS" tracts shall be maintained by the Association. Nothing shall be planted, constructed, stored, placed and/or altered in the "OS" or open space tract by any Owner other than sod.

E. Street Lights. The "Street Lights" and any associated facilities placed within the Property and any street lights and associated facilities placed within public rights of way by agreement between Declarant or the Association and the public utility responsible therefor, are or shall be installed by Declarant, and if installed, will be repaired, replaced, relocated, maintained and owned by the public utility responsible therefor, but the Association shall be responsible to pay all fees associated with such installation, repair, replacement, relocation and maintenance, and for the furnishing of electricity thereto, at a set rate pursuant to a street lighting agreement entered into or to be entered into with such public utility. Nothing in this Declaration shall be construed to require Declarant to install Street Lights within Tuscany.

F. Decorative Street Lights. Declarant reserves the right, but shall not be obligated, to install "Decorative Street Lights" in or near the entranceway and gatehouse to Tuscany. The Decorative Street Lights, if installed by Declarant, shall be repaired, replaced, relocated, maintained and owned by the Association. If installed, such Decorative Street Lights will not be typical of what may be installed around the Lots. Nothing in this Declaration shall be construed to require Declarant or the Association to install Decorative Street Lights within Tuscany.

G. Gatehouse, Entranceway and Entry Gate. Tuscany may include one or more gatehouses and entry gates installed by Declarant or the Association. Such gatehouses,

entranceways and/or entry gates shall be deemed Association Property and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense but as set forth herein, shall be payable only by the Owners of Lots located behind and served by such gatehouses, entranceways and/or entry gates. The gatehouses, if any, may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of any gatehouse or entry gate. All Owners agree to hold Declarant and the Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the gatehouse and entry gate are designed only to restrict vehicular access to Tuscany, and will not be able to prevent crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct or staff any gatehouse or entry gate within any specific time period. For as long as Declarant (or its assignees) are constructing or selling Homes within Tuscany the Association must obtain Declarant's approval of the hours of operation of any gates so that contractors and prospective buyers of Homes are not restricted access to the Property.

H. Buffers. The "Buffers" are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain Streets, Drives, Roads and/or Roadways, and are designated on the Plat or Additional Plat(s), if any, as "BT" tracts, "Buffer Tracts" or as buffers. Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of Tuscany and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, sod, signs, walkways, walls and light poles. Additionally, no Owner shall be permitted to attach their fence to any fence or wall within the Buffer or to otherwise fence in or enclose any portion of a Buffer or other Association Property.

I. Drainage System. The Association shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Drainage System necessary to maintain the system in its original condition and use. The County is not obligated to pay or reimburse the Association for any of the costs or expenses associated with the operation, maintenance and repair of the Drainage System.

J. Irrigation System. The central irrigation system (the "Irrigation System") is the system of pipes, pumps, sprinklers, control boxes and other associated facilities serving the Association Property, each of the individual Lots within Tuscany, and the Atlantic Avenue Improvements (as hereinafter defined), and as described in Article VI, Section 8 hereof. The Irrigation System does not, however, include any pipes, pumps, sprinklers, control boxes or other associated facilities installed on or serving the Apartment Site, all of which shall be owned, operated, maintained, repaired and replaced by the owner(s) of the Apartment Site. The Irrigation System will if and to the extent required or requested by the County, to also irrigate certain trees, sod, and other landscaping (if and to the extent installed) located in the median of Atlantic Avenue adjacent to Tuscany (collectively, the "Atlantic Avenue Improvements"). The

Association shall be responsible for all costs associated with operating, maintaining, repairing and replacing the Irrigation System except for damages to the Irrigation System caused by an Owner as provided in Section 1.B of Article IX below.

K. Conservation Areas, Preserve Areas. The “Conservation Areas” and “Preserve Areas” are those portions of the Property designated on the Plat or Additional Plat, if any, in this Declaration, any Supplemental Declaration, or in any conservation easement deed or other instrument now or hereafter recorded against any portion or portions of the Property, as conservation areas or tracts, preserve areas, tracts or buffers, wetland areas or tracts, or mitigation areas or tracts. The Conservation Areas and Preserve Areas, if any, shall be used, kept and maintained as such by Declarant, the Association, and the Owners within Tuscany, their family members, guests, invitees and tenants, in accordance with the requirements and restrictions contained in this Declaration or any Supplemental Declaration, and pursuant to any permit, conservation easement deed or other instrument now or hereafter recorded against any portion or portions of the Property, or as required by any appropriate governmental or quasi-governmental agency or entity having jurisdiction over the Property (collectively the “Conservation Documents and Requirements”). The Association shall be responsible for monitoring and maintaining all Conservation Areas and Preserve Areas in accordance with the Conservation Documents and Requirements.

L. Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Association Property. Declarant’s decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and Association’s decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

Section 3. LAKE LOTS AND CANAL LOTS. Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the Association to maintain the Lakes as aforesaid for water retention, drainage, irrigation and water management purposes for all of Tuscany and the right of the Association to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of all Owners, their family members, guests, invitees and tenants, but only in accordance with this Declaration.

Only “catch and release” fishing in the Lakes shall be permitted; however, notwithstanding anything contained herein to the contrary, an Owner shall only access the Lakes from the “Lake Maintenance Access Easement” or “Lake Maintenance Easement” shown on the Plat, or Additional Plat, if any, which immediately abuts such Owner’s Lot if the Owner’s Lot is a Lake Lot (a “Lake Lot Owner”). If an Owner is not a Lake Lot Owner, or if a Lake Lot Owner wishes to access a different Lake or another area of the same Lake, access to the Lake shall be exclusively from the Lake Maintenance Access Easement abutting a Landscaped Area or Grassed Area (as those terms are defined in Section 2(D) above) and such access shall be limited to the portion of the Lake Maintenance Access Easement or Lake Maintenance Easement and lake bank abutting the Landscaped Area or Grassed Area. If no portion of the Lake Maintenance

Access Easement or Lake Maintenance Easement and/or lake bank abuts a Landscaped Area or Grassed Area, Owners other than Lake Lot Owners whose Lots abut the Lake shall not be permitted access to that Lake. In addition, no Owner shall be permitted access to or to fish from any Lake Maintenance Easement or lake bank area which immediately abuts a Lake Lot owned by another Owner.

Lake Lot Owners and their family members, guests, invitees and tenants shall be permitted, at their sole risk, to operate non-motorized and electric watercraft in the Lakes. No other persons shall be entitled to operate watercraft in the Lakes. Notwithstanding the foregoing, the launching into and removal from a Lake of any permitted non-motorized or electric watercraft by a Lake Lot Owner shall be limited to such Lake Lot Owner's Lake Lot and the Lake Lot Owner shall only access the Lakes from the Lake Maintenance Easement or Lake Maintenance Access Easement which immediately abuts such Lake Lot Owner's Lake Lot. Watercraft shall be limited in size to eighteen feet (18') in length. No watercraft of any kind shall be permitted in the Canals.

No planting, fencing or other Improvements or additions to the Landscaped Area or Grassed Area surrounding a Lake and outside the Lot is permitted. Other than sod, no planting, fencing or other Improvements (including landscaping) or additions shall be permitted along the Lake banks or within a "Lake Bank Zone" (as hereinafter defined), the Lake Maintenance Easement or Lake Maintenance Access Easement of Lake Lots. No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks or within the Lake Maintenance Easement or Lake Maintenance Access Easement or rear yards of Lake Lots; provided, however, Declarant shall have the right, but not the obligation, to install sand along the Lake banks (and/or within the Lake Maintenance Easements and/or Lake Maintenance Access Easements that are on or adjacent to the Recreation Tracts), and if Declarant installs such sand, it shall be the Association's obligation to maintain and replace same, and the expense thereof shall be included as an Operating Expense. Swimming and the operation of motorized watercraft, other than electrically operated watercraft, in the Lakes are prohibited. Watercraft and trailers shall not be stored on the Lake banks or the Lake Maintenance Easement. Only watercraft which are permitted to be used within the Lakes of Tuscany may be temporarily stored within the backyards of Lake Lots. In addition to the use of any Lake Maintenance Easement by any Lake Lot Owner, as described above, the Lake Maintenance Easement is for the use of the Association, the County, the Water Management District and any other governmental or quasi-governmental agency for access to the Lakes for maintenance of the Lakes and littoral plantings, and other proper purposes. No alteration, relocation, removal or damage to littoral plantings, wetland plantings or upland plantings located in Lake Maintenance Easements is permitted by an Owner.

An imaginary line will be extended from the side property lines at the back of each Lake Lot down to the water's edge (as such water's edge may fluctuate from time to time). The area encompassed between the rear property line and the water's edge between these imaginary lines shall be defined as the "Lake Bank Zone" as to each Lake Lot. The Association shall provide irrigation of sod, and the maintenance, repair and replacement of the irrigation system, located within the Lake Bank Zone. The Lake Lot Owner of each Lake Lot shall maintain and care for the sod located within his or her Lake Bank Zone. The Association shall be responsible for the maintenance, repair and replacement of the littoral plantings beyond the

water's edge in all Lakes. In no event shall any Owner cause any erosion or change in grade of any lake bank slopes from design grade.

Section 4. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 5. PRIVATE USE. For the term of this Declaration, the Association Property (except as otherwise specifically provided in this Declaration) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Association Property (including, without limitation, all parking spaces within or adjacent to the Recreation Tracts, if any) for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in Tuscany and/or in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" and design centers if one or more, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in the Tuscany Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of Tuscany and their family members, guests, invitees and tenants who contribute to the maintenance, repair, replacement, insurance and administration of those portions of the Association Property.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in the Tuscany Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association, as the same may be amended from time to time.

Section 6. PRIVACY FENCES AND HEDGES. Certain of the Lots within Tuscany on which zero lot line Single Family Homes may be constructed, as further described in Article IV, Section 6.C herein, may have privacy fences installed by Declarant ("Privacy Fences") on or along their rear and/or side lot lines (or portions thereof), with hedges planted by Declarant on either or both sides of such Privacy Fences ("Hedges"). The Privacy Fences and Hedges, if installed by Declarant (which Declarant shall have no obligation whatsoever to do), shall be the maintenance, repair and replacement obligation of the Owner of the Lot on which the same is or are installed, and may not be altered in any way or removed by the Owner of the Lot.

Section 7. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in Tuscany. The "model row(s)" may contain models for Tuscany or other

communities being developed by Declarant or affiliate(s) of Declarant, as Declarant and/or any of Declarant's affiliates may so determine, in their sole discretion. The "model row(s)" may also contain parking, landscaping and fencing across Streets, Drives, Roads and/or Roadways as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Tuscany, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion including, without limitation, after the Turnover Date. Each Owner, by acceptance of a deed or title to a Lot in Tuscany, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)" even after the Turnover Date; (ii) Declarant and/or any of Declarant's affiliates have an easement over Tuscany for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Tuscany or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or around Tuscany or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of Tuscany by the other Owners, are detrimental to the value of the Homes within Tuscany, and interfere with Declarant's and/or its affiliates' ability to conduct their business.

Section 8. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Association Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Association Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section, (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Association Property within Tuscany to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 7 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

ARTICLE III
ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY;
CONVEYANCE OF ASSOCIATION PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County; add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots, Parcels or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration. The attachment of the Project Conceptual Plan as Exhibit "G" to this Declaration shall not be construed to imply that Declarant will add all of the property shown thereon to the Property subject to this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration (including, without limitation, any Parcel used or to be used for commercial uses thereon) by recording an appropriate Supplemental Declaration in the County; provided, however, that such withdrawal of portions of the Property from the provisions of this Declaration

are subject to the prior written approval of the Palm Beach County Attorney's Office. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot or Parcel located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot or Parcel located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots or Parcels on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots or Parcels on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When deeds and/or title to all Lots and Parcels subject to the provisions of this Declaration have been conveyed to non-Declarant purchasers (or earlier at Declarant's option, exercisable from time to time, as to any portions of the Association Property), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Association Property free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Association Property from and after the date of recording of this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time.

At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept the Association Property, together with the personal property and Improvements appurtenant thereto, if any. The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portion thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE ASSOCIATION PROPERTY AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL

SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS). Without limitation, the Association shall accept all Streets, Drives, Roads, Roadways, bridges and sidewalks, including, without limitation, all gutters, curbs and paver bricks located within and adjacent to the Streets, Drives, Road, Roadways, bridges and sidewalks, all as installed by Declarant, provided such Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks perform their intended purposes. The Association and all Owners hereby further acknowledge and agree that small cracks in the Streets, Drives, Roads, Roadways, bridges, sidewalks, gutters, curbs and paver bricks as well as the ponding or collection of water following periods of rain thereon are normal and shall not be considered to be defects or deficiencies of any kind whatsoever.

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping in Tuscany consistent with a landscape plan that meets or exceeds the requirements of the County Unified Land Development Code ("ULDC") and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. The Association shall have no claim whatsoever against Declarant, and Association hereby releases any and all claims whatsoever against Declarant, for any trees, shrubs, plants and other landscaping that has decayed or died and not been replaced regardless of the reasons there for so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, meet or exceed the minimum requirements of the ULDC.

The Association shall accept this conveyance of the Association Property (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots and Parcels owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner (other than Declarant) is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent

to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

Section 7. PARKING RIGHTS. The Association may maintain upon the Association Property parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by Owners, occupants, visitors and guests shall be subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time.

ARTICLE IV OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property (except as may be otherwise specifically provided elsewhere in this Declaration) in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Association Property and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Association Property and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property, or assign the right to collect Assessments levied to repay any such borrowed money, as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Association Property. Notwithstanding the foregoing, such two-thirds (2/3) vote or written consent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Association Property.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property owned by the Association to any public agency, authority,

or utility; and to grant any covenant, restriction or reservation against the Association Property in favor of any such public agency, authority or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side of such Owner's Lot and the Street; all as more particularly set forth in Article IX below.

M. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

N. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Tuscany and Homes therein).

P. The right of the Association to suspend the rights of Owners and their tenants, guests and invitees to use the Association Property (except for legal access) and common facilities when such Owners are more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association. The Association shall also have the right to levy fines and impose suspensions against Owners or any tenants, guests or invitees for violations of the Tuscany Documents, including, but not limited to, the Association's Rules and Regulations.

Q. The right of the Association to suspend voting rights of Owners that are more than ninety (90) days delinquent in the payment of Assessments.

R. The right of the Water Management District to use the Streets, Drives, Roads and/or Roadways for access to and from drainage, easements, lake maintenance easements, boat ramps, lake access easements, the Lakes, and the rights of the County to use the Streets, Drives, Roads and/or Roadways for access purposes by emergency vehicles and for the maintenance of utilities.

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private Streets, Drives, Roads and/or Roadways within or upon the Property.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), (ii) any private Streets, Drives, Roads and/or Roadways and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. **Utility and Services Easements.** All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots and Parcels, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. **Easement for Encroachment.** All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

C. **Zero Lot Line Maintenance Easements.**

(1) **Preamble:** A portion of the Homes in Tuscany may be designed and site planned as "zero lot line" Single Family Homes, such that each zero lot line Single Family Home is constructed so that all or portions of one side of such Single Family Home (and such fences or masonry walls extending from such side or sides) are situated on the side boundary lines of the Lot. Because of this design, it is necessary to provide a means by which the Owner of a Lot ("Dominant Lot") containing such a Single Family Home may have access to the "zero lot line" side of the Single Family Home (and other portions of such Owner's Lot and Single Family Home) in order to maintain portions of the Lot, the side(s) of the Single Family Home, the roof and other applicable portions of the Single Family Home and Lot, and so that rain water may run off the roof of a particular Single Family Home onto the easement area described below. Because such access must be, of necessity, over those portions of the neighboring Lot or Lots ("Servient Lot[s]") adjacent to the "zero lot line" side[s] of such a Single Family Home, Declarant hereby makes provision for the "Maintenance Easements" declared and regulated pursuant to this Section 6 (as well as similar easements for the aforesaid purposes which may, but need not, appear on the Plat).

(2) **Creation and Extent of Maintenance Easement:** Declarant hereby reserves a permanent and perpetual non-exclusive maintenance easement in favor of each Dominant Lot over the unimproved portion of the Servient Lot(s) adjacent to the building lines of the "zero lot line" Single Family Home located on the Dominant Lot, which building lines are co-extensive with the Lot lines dividing the aforesaid Lots ("Maintenance Easement"). Said Maintenance Easement shall be appurtenant to and pass with the deed or title of the Dominant

Lot and the Servient Lot(s). The Maintenance Easement shall be only as extensive as reasonably necessary to permit the Owner of a Dominant Lot to make the uses described in the Preamble above, subparagraph (3) below and for rainwater run-off, but in no event less than the greater of seven (7) feet in width or as may be otherwise shown as a maintenance, access or similar easement on the Plat.

(3) Use and Conditions of Maintenance Easement: The Owner of a Dominant Lot, such Owner's guests, invitees, contractors, subcontractors, suppliers, laborers and other service personnel, shall be entitled to enter onto the appurtenant Maintenance Easement for purposes of maintaining, repairing and replacing portions of such Owner's Lot and Single Family Home including, without limitation, the Single Family Home's walls, roof, fence, landscaping and other installations which cannot be conveniently or properly maintained, repaired or replaced solely from the Dominant Lot. The right of each Owner of the Dominant Lot to use the Maintenance Easement shall be limited to the aforesaid uses, and such Owner shall not do anything within the Servient Lot(s) which shall cause damage to the Servient Lot(s) or any Improvement or landscaping thereon which is not promptly and fully remedied by said Owner by returning such damaged Improvement or landscaping to the condition immediately preceding said damage, shall create an undue hazard to persons or pets located on or coming into the Servient Lot(s) or is in furtherance of any activity as to the Dominant Lot or the Single Family Home thereon which is, or would result in, a violation of the restrictions set forth in the Tuscany Documents. The Owner of the Dominant Lot shall, by virtue of making use of any Maintenance Easement, be deemed to indemnify the Owner of a Servient Lot for any and all losses, costs, expenses or damage to any person or property incurred by reason of the former's violations of the restrictions contained herein.

(4) Servient Lot Owner Duties: Owners of Servient Lots shall not make any Improvement to the Servient Lot, including, without limitation, the placement of fences or landscaping, which would unreasonably interfere with the permissible uses of any maintenance or access easement appurtenant to the adjoining Dominant Lot reserved hereby or with the flowage easement described in this Section 6. Notwithstanding the foregoing, except as prohibited under Article X, Section 16 hereof, the Owner of a Servient Lot may install a fence or landscaping thereon provided such installation is approved by the Committee pursuant to Article VIII hereof.

(5) Reciprocity: Each Owner, by acceptance of a deed or title for a Lot containing a "zero lot line" Home, hereby acknowledges and agrees that such Owner's Lot may not only be a Dominant Lot having rights across adjacent Servient Lots as hereinbefore described, but also a Servient Lot encumbered by the easement rights hereinbefore described in favor of the Dominant Lots adjacent to such Owner's Lot.

D. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Tuscany Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property and to maintain any Lot in the event the Owner thereof fails to do so.

E. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants in accordance with the Tuscany Documents and applicable law;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Tuscany Documents.

F. Easement for Roof Overhangs and Encroachments. An easement or easements, as shown on the Plat and Additional Plat, if any, to provide for the roof overhang of a zero lot line Single Family Home in favor of the Owner thereof, including rights of access for persons or equipment necessary to maintain, repair and replace such roof overhang. In addition to roof overhangs, the foregoing easement shall be deemed to include an easement to allow for the encroachment of all architectural and other decorative features which are appurtenant to and have been included as part of the initial construction of the Owner's Home, which now or hereafter encroach upon any of the Lots, as well as an easement of access for persons or equipment necessary to maintain, repair and replace such improvements.

G. Drainage Easement. An easement over, under and upon all areas of the Property and/or Drainage System for access to install, operate, maintain, alter, inspect, remove, relocated, repair and/or replace the Drainage System. By this easement, the Association shall have the right to enter upon any portion of any Lot and/or Parcel which contains any part of the Drainage System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Drainage System as required by the Water Management District Permit. No Owner shall install any plantings, landscaping and/or other Improvements whatsoever in, on, over or across any Drainage Easement without the prior approval of the Committee.

H. Irrigation Easement. An easement for irrigation over, under and upon the Property, including, without limitation, each of the Lots, in favor of the Association, including, without limitation, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System (or any portions thereof) installed on the Property including, without limitation, the irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any portions thereof (including, without limitation, any portions of the Irrigation System located upon such Owner's Lot), the cost of the repairs and/or replacements resulting from such damage shall be paid by such Owner.

I. Drainage System and Irrigation System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements and irrigation easements located within the Lots, if any, in favor of: (i) the Owner of the Lot upon which the drainage easement or irrigation easement is located for the existence of any driveway and/or

sidewalk or part thereof, encroaching over, under and upon such drainage easement and/or irrigation easement, as applicable, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk or part thereof installed or located over, under and upon such drainage easement and/or irrigation easement, as applicable, and (iii) the Water Management District for access for persons and equipment for proper purposes. In the event the Association requires access to any Drainage System and/or Irrigation System improvements within a drainage easement or irrigation easement located within a Lot upon which any such driveway and/or sidewalk encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement or irrigation easement, as applicable, is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear, of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

J. Buffer Easements. An easement or easements as shown on the Plat and/or Additional Plat(s), if any, in favor of the Association for landscape, buffers, drainage and utility purposes.

K. Lake Maintenance Easements and Lake Maintenance Access Easements. Easements as shown on the Plat and/or Additional Plat(s), if any, granted in favor of the Association, the County and the Water Management District for the purpose of accessing the Lakes to perform lake maintenance and storm water management and drainage facilities maintenance. Except as otherwise provided herein, the Lake Maintenance Easement and Lake Maintenance Access Easement are the perpetual maintenance obligation of the Association.

L. Lake Access Easements. Easements as shown on the Plat and/or Additional Plat(s), if any, in favor of the Association and applicable governmental authorities for the purpose of accessing the Lakes to perform lake maintenance and to perform storm water management and drainage facilities maintenance. Owners, their guests, invitees, tenants and other persons are specifically prohibited from utilizing the lake access easements for the purpose of launching boats or accessing the Lakes for recreation, enjoyment or other uses. The lake access easements are the perpetual maintenance obligations of the Association.

M. Lift Station Easements. Easements in favor of the County for ingress, egress and access to and from the Lift Station Tracts as shown on the Plat and/or Additional Plat(s), if any, as Lift Station Tracts, for the installation, repair, maintenance and service of equipment, lines and other structures necessary to supply sanitary sewer services to and from Tuscany.

N. Bus Stop Easement. Easement granted or to be granted in favor of the County to permit the County to construct and operate a bus stop, boarding and alighting area within a portion of the Buffer area located adjacent to Atlantic Avenue.

O. Ingress and Egress Easement in favor of the Commercial Parcel. Perpetual and non-exclusive easement for vehicular and pedestrian ingress and egress (the

“Commercial Parcel Access Easement”) in favor of the Commercial Parcel (and its owners from time to time and such owners’ guests, invitees and tenants) over and across the Project Entry Road (as shown on the Project Conceptual Plan). Notwithstanding the foregoing or anything in the Tuscany Documents to the contrary, the Commercial Parcel Access Easement shall not be revoked or modified in any manner without the prior written consent of the owner(s) of the Commercial Parcel, which consent may be withheld in their sole and absolute discretion.

P. Ingress and Egress Easement in favor of Pod B-1. Perpetual and non-exclusive easement for vehicular and pedestrian ingress and egress (the “Pod B-1 Access Easement”) in favor of Pod B-1 (and its owners from time to time and such owners’ guests, invitees and tenants) over and across the Project Entry Road (as shown on the Project Conceptual Plan). Notwithstanding the foregoing or anything in the Tuscany Documents to the contrary, the Pod B-1 Access Easement shall not be revoked or modified in any manner without the prior written consent of the owner(s) of Pod B-1, which consent may be withheld in their sole and absolute discretion.

Section 7. REAR YARD DRAINAGE SWALE EASEMENT. Declarant hereby reserves and grants a perpetual, nonexclusive drainage easement (“Rear Yard Drainage Swale Easement”) over and across the rear of all “Non-Lake Lots”, which for the limited purpose of this Section 7 is defined to mean a Lot in which no portion of such Lot is abutting any portion of a Lake or a Lake Maintenance Easement. The Rear Yard Drainage Swale Easement shall be across the rear eight feet (8’) of such Non-Lake Lot except for back-to-back Lots (i.e., where two homes share a common rear boundary line) in which event the Rear Yard Drainage Swale Easement shall abut a three feet (3’) wide landscape buffer easement along the rear property line of the Non-Lake Lot, which is hereby reserved for landscape and buffer purposes. The Rear Yard Drainage Swale Easement shall be for drainage and flowage of surface and storm water runoff and pipes and other ancillary equipment installed to provide for such drainage and flowage. Except as expressly provided in the following sentence, no planting, landscaping and/or Improvements whatsoever shall be permitted within the Rear Yard Drainage Swale Easement. Notwithstanding the foregoing, subject to approval from the Association, an Owner of a Non-Lake Lot that is subject to the Rear Yard Drainage Swale Easement may install a pool/spa deck, patio and/or screen enclosure within the Rear Yard Drainage Swale Easement on such Owner’s Non-Lake Lot provided that such improvement is constructed in a manner that will not discharge surface or storm water runoff from such improvement onto any adjacent property (including, without limitation, any adjacent Owner’s Lot or Association Property). In that regard, all such improvements approved to be constructed within the Rear Yard Drainage Swale Easement shall be designed and constructed in a manner that will provide positive conveyance of surface and storm water runoff from the rear of the Lot to the gutters located in the road right-of-way adjacent to the Lot. Such positive conveyance of surface and storm water can be achieved by a system that consist of natural elements such as a properly graded swale area that is maintainable with commercial mowing equipment, elements that included underground pipes and catch basins (yard drains) and/or installation of a commercial grade deck drain, among others (but in all events subject to the prior approval of the Committee). In addition, each Owner of a Non-Lake Lot shall have the right to seek approval from the Association for the installation of a fence across the Rear Yard Drainage Swale Easement to the rear property line of the Non-Lake Lot, subject to the terms and conditions of the Tuscany Documents and the prior approval of the Committee, and otherwise in accordance with the Tuscany Documents.

Section 8. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and Declarant’s affiliates and their respective designees

shall have a perpetual exclusive easement over, across, upon and under the Association Property and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 9. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant, and after the Turnover Date the Association, shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant, and after the Turnover Date the Association. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION;
BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Tuscan Documents. The voting rights of the Members shall be as set forth in the Articles. The Apartment Site owner(s) shall be a Member of the Association and shall have voting rights as described in the Articles.

Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of termination, dissolution or final liquidation of the Association, the responsibilities for the operation and maintenance of the Drainage System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and must be approved by the Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VI
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS;
COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT;
CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Tuscan Documents; and (b) maintain, operate and preserve the

Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot, and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments and Special Assessments, as applicable. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Tuscany Documents.

Section 2. OPERATING EXPENSES. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Tuscany Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of operating, maintaining, repairing and replacing the Irrigation System including, without limitation, all water usage related thereto and all fees, costs and charges incurred for reclaimed water as provided in Section 8 of Article VI and Section 20 of Article XIV below; (7) all sums necessary for the maintenance and repair of the Drainage System, including, but not limited to, work within retention areas, drainage structures and drainage easements; (8) the costs and expenses of maintaining, repairing and replacing the Atlantic Avenue Improvements; and (9) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. Reserves for replacements, capital expenditures and deferred maintenance are specifically excluded from Operating Expenses. The Board may, if it so determines, include reserves in the Association's annual budget; however, reserves are not part of Operating Expenses and are therefore payable only by Completed Lot Owners. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director

or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Tuscany Documents or the enforcement of the use and occupancy restrictions contained in the Tuscany Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIV below.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Section 3. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Tuscany Documents with Interest thereon, late charges imposed and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot and/or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.

Section 4. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

A. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

B. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is(are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

C. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an

action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

D. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

E. To charge Interest on such Assessment from the date it becomes due, as well as a late charge in the highest amount permitted by law, and if no such late charge is designated by law, then Twenty-Five and No/100 (\$25.00) Dollars, to defray additional collection costs.

F. To suspend the use rights of the Owner(s) in default to the Association Property if such Owner is delinquent in payment of Assessments for more than ninety (90) days, subject to the Notice and Hearing provisions in Article X, Section 1 herein.

G. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of Assessments for more than ninety (90) days.

H. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum the form of which may be prepared by the Association, which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 5. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

Section 6. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association

shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 7. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Tuscany. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Services and for any hook-up costs, any converter boxes, remote control units, and the charge therefor shall be billed directly to Owner. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 8. CENTRAL IRRIGATION SYSTEM(S). The Irrigation System for the Community shall serve the Association Property, each of the individual Lots, and may be a single, central Irrigation System controlled by the Association. The responsibility for operating, maintaining, repairing and replacing such Irrigation System shall be governed by the provisions of Section 1.B of Article IX below. Water for the Irrigation System will be provided from the Lakes in Tuscany which will include reclaimed water from the Palm Beach County Water Utilities Department as provided in Section 20 of Article XIV below. All of costs of usage and consumption fees charged by the County for use of reclaimed water shall be part of the Operating Expenses of the Association. Notwithstanding the foregoing or anything to the contrary, the Irrigation System shall not serve or provide irrigation to the Apartment Site. The owner of the Apartment Site shall be solely responsible to install, own, operate, maintain, repair and replace an irrigation system on the Apartment Site to serve the Apartment Site.

ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS
AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Tuscany Documents. Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20:1)

compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment), shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Tuscany Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIV, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Tuscany Documents or the enforcement of the use and occupancy restrictions contained in the Tuscany Documents. Notwithstanding the foregoing, the allocation of costs for improvements, amenities and facilities in Pod C-2 and Pod A (as shown in the Project Conceptual Plan) shall be specially allocated as set forth in Section 9 of this Article VII.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable quarterly, in advance, on the first day of January, April, July and October of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly. Individual Lot Assessments, and the quarterly or monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Tuscany Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the

exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments except only any Special Assessment for: (a) repair, reconstruction, or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to, Association Property, or (c) up-righting or removing any fallen or dislodged trees as set forth in Section 2.B. of Article IX below; which shall not require such affirmative assent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, but subject to any affirming vote of the Members as may be required by the HOA Act, a Declarant-controlled Board may make a Special Assessment. Special Assessments are not included in the guarantee set forth in Article VII, Section 6 below.

Section 4. LIABILITY OF OWNERS FOR INDIVIDUAL LOT ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Tuscany Documents.

Section 5. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES. Each Owner acknowledges and agrees that because Individual Lot Assessments and Special Assessments are allocated based on the formula set forth in Article VII, Section 1 above, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments for the Lots owned by Declarant in the same manner as other Owners and at the 20:1 ratio described above, (ii) pay the Deficit (as hereinafter defined), (iii) subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion, and/or (iv) to be excused from payment of its share of Assessments

related to its Lots if Declarant elects to guarantee the amount of Individual Lot Assessments and pay the Deficit during the Guarantee Period (as hereinafter defined) as provided in Section 6 of this Article VII below.

During the period of time that Declarant is offering Homes for sale in Tuscany and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or commencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 6. GUARANTEED ASSESSMENT DURING GUARANTEE PERIOD. Without limiting the options that Declarant is entitled to pursuant to Section 5 of this Article VII above, and as provided in said Section 5, Declarant shall have the right to elect to be excused from payment of its share of the Operating Expenses and Assessments related to its Lots (including Special Assessments) during the Guarantee Period, which election shall be made at the time of recordation of this Declaration by delivery of written notice thereof to Association. If so elected by Declarant, Declarant shall record a Supplemental Declaration pursuant to which Declarant shall covenant and agree with the Association and the Owners that during the "Guarantee Period" (as defined in any such Supplemental Declaration), the Individual Lot Assessment imposed on each Owner other than Declarant during the time periods specified in any such Supplemental Declaration shall not increase over the amount set forth in any such Supplemental Declaration for such applicable time period (the "Guaranteed Assessment").

Section 7. DECLARANT'S GUARANTEED ASSESSMENT NOT THE OBLIGATION OF INSTITUTIONAL MORTGAGEES. Notwithstanding anything to the contrary herein contained, it is specifically understood and declared that each Owner, by the acceptance of a deed or other instrument of conveyance of a Lot within the Property, shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Declarant) or any successor or assign of such Institutional Mortgagee, or any person acquiring a deed or title to any part of the Property by reason of the foreclosure or otherwise of an Institutional Mortgagee shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Declarant: (i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Tuscany Documents, including any Supplemental Declaration; or (ii) to pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the guarantee period (as same may have been previously extended) as may be provided for in any of the Tuscany Documents, including any Supplemental Declaration; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Declarant to guarantee the amount of the Assessments. Additionally, a successor declarant shall not be deemed to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Tuscany

Documents, including any Supplemental Declaration, or be obligated or pay the difference between the actual Operating Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the guarantee period (as same may have been previously extended) unless such obligation is assumed in writing by such successor declarant.

Section 8. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Home.

Section 9. ALLOCATION OF ASSESSMENTS FOR POD A AND C-2. Notwithstanding anything herein to the contrary, the Owners of Lots in Pod C-2 as shown on the Project Conceptual Plan, on the one hand, and the Owners of Lots in Pod A as shown on the Project Conceptual Plan on the other hand, shall be separately responsible for the expenses of, and shall be separately assessed for, the maintenance, repair and replacement of Recreation Tracts, Streets, Drives, Roads, Roadways, Landscaped Areas, Grassed Areas, entranceways, gates, gatehouses, Lakes and other Association Property located entirely within and/or exclusively serving, such Pod. The Budget and related Assessments shall reflect the separate allocation of the costs of maintaining, repairing and replacing the Association Property within each respective Pod in conformance herewith.

ARTICLE VIII **ARCHITECTURAL CONTROL COMMITTEE**

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed by Declarant or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, but specifically excluding the Apartment Site, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless

such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B herein below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 herein below.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee shall adhere to all rules and regulations promulgated by the Board with respect to any and all additions and alterations within the Property and all such rules and regulations are incorporated herein by reference. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the County, and notwithstanding anything to the contrary in the Tuscany Documents, diversity of architectural elevation and exterior color scheme for Homes in Tuscany shall be required by compliance with the following: (i) no identical homes shall be placed next to one another (i.e., same elevation with same exterior color scheme); (ii) no more than three (3) Homes with the same elevation shall be placed next to each other; and (iii) no more than three (3) Homes with the same exterior color scheme may be placed next to each other. Additionally, all zero-lot line Homes which side yards abut the rear yard of two (2) or more Lots shall be restricted to one (1) story in height. The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No landscaping or other Improvements on the Lake Lots or Canal Lots which materially interfere with the view of the Lakes or Canals by immediate neighbors who are also Lake Lot Owners or Canal Lot Owners, as applicable, shall be permitted. In its review of proposed plans and specifications of landscape design and materials for Lake Lots and Canal Lots, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on Lake and Canal views of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred.

E. There shall be a minimum two foot (2') setback requirement from the side yard lot line on the "zero lot line" side of a Home for that portion of any open patio, screen enclosed patio and/or pool deck that extends beyond the ten (10') foot masonry wall extending from such "zero lot line" side of the Home (the "Privacy Wall"). In addition, if an Owner installs or constructs such open patio, screen enclosed patio and/or pool deck between two feet (2') and five feet (5') from the side yard lot line on the "zero lot line" side of a Home, then a Hedge must also be installed by said Owner within the two foot (2') setback area along that portion of the open patio, screen enclosed patio and/or pool deck that extends beyond the Privacy Wall in order to provide a vegetative privacy barrier.

F. No plantings, landscaping and/or Improvements whatsoever including, without limitation, pool decks, patios, screen enclosures, hedges, trees, etc. shall be installed in any Rear Yard Drainage Swale Easement except only as expressly provided in Article IV, Section 7 above.

G. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

H. Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

I. An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot and /or in any manner alter the landscaping in Tuscany as initially installed by Declarant without the prior written consent of the Committee. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the payment of any increase for the Home Landscaping Services (as hereinafter defined) to maintain such shrubs, trees and/or landscaping.

Section 3. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a Five Thousand Dollar (\$5,000.00) security deposit to cover inspection fees and any costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole discretion to determine whether a security deposit or lesser security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account.

If the proposed Improvements are for (or include) planting, landscaping and/or other Improvements proposed to be located in the Rear Yard Drainage Swale Easement, then in addition to the security deposit, Owner shall submit a non-refundable engineering review fee ("Drainage Review Fee") in an amount determined by the Committee to cover the cost of: (i) review of the plans and specifications by an independent engineer retained by the Association

(the "Drainage Inspection Engineer") to determine the impact, if any, on the drainage for the Lot (which fee is separate and distinct from the inspection fees described above), and (ii) a field inspection by the Drainage Inspection Engineer to verify that the Improvements were constructed in accordance with the approved plans and specifications, and that same function as intended without any adverse impact on the drainage of the Lot (the "Drainage Verification"). In the event the Drainage Inspection Engineer cannot issue the Drainage Verification as a result of the Improvements installed, Purchaser shall, at Purchaser's sole cost and expense, make such modifications to the Improvements as required by said Drainage Inspection Engineer so that the modifications can be reinspected and the Drainage Verification issued by the Drainage Inspection Engineer, and pay the fees and costs of the Drainage Inspection Engineer to reinspect the Improvements and said required modifications thereto.

The Owner shall be entitled to the return of the security deposit upon and only after: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee, (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, the Association shall have the right to deduct from the security deposit all third-party inspection fees incurred by the Association for inspection of the Improvements; and (iii) with respect to Improvements in the Rear Yard Drainage Swale Easement, receipt of the Drainage Verification by the Drainage Inspection Engineer. In addition, should any incidental damage be caused to Association Property or other property by virtue of such Owner's construction of Improvements, or Owner fails to make any required modifications required by the Drainage Inspection Engineer, the security deposit shall not be returned to Owner unless and until such damages have been repaired or modifications are made, as applicable. In the event that Owner has not repaired such damages to the satisfaction of the Committee or made such modifications to the Improvements as required by the Drainage Inspection Engineer, Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage or make such modifications and to use so much of the security deposit held by the Association (after payment of the inspection fees described above) to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. All amounts incurred or paid by the Association to repair such damages caused by and not repaired by an Owner and/or modifications not made as required by the Drainage Inspection Engineer, shall, in addition to the other rights of the Association, be subject to a Special Assessment levied by the Association against such Owner, which Special Assessment may be collectible in the same manner as other Assessments as set forth in the Declaration. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit (less all inspection fees paid from the security deposit); or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit

and/or receipt of a Drainage Verification from the Drainage Inspection Engineer does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder (and, if applicable, the Drainage Review Fee), an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

Association shall not be liable or responsible to anyone for any damages, losses or expenses resulting from Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and Association shall not become liable in any way for such refusal. Association shall have the right at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon Association's obligations hereunder shall terminate and Association shall be automatically released of any and all obligations.

Section 4. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 9 herein below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 5. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 6. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 7. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 8. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with

the Improvement or alterations for which such request was submitted, and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

Section 9. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B. of this Article VIII above, and/or (ii) the displaying of any signs for the sale or renting of the Home as prohibited in Section 10 of Article X below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 10. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

Section 11. APARTMENT SITE EXEMPTION. The owner(s) of the Apartment Site are hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

Section 12. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Tuscan, Declarant hereby declares that the style and form of Tuscan, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials shall be used as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

ARTICLE IX

MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. MAINTENANCE BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Association Property, including, without limitation, the Recreation Tracts (except public utilities and Community Systems, to the extent same have not been made Association Property). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System constructed over, through and upon the Association Property, the Lots (or any portions thereof), and the Atlantic Avenue Improvements, if installed therein. Except as specifically

provided herein, the Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System, including any monthly fees and other costs of water and/or electric usage, if any. Subject to any approvals required by the LWDD, the Association shall also be responsible for the operation, maintenance, repair and replacement of any portions of the Irrigation System installed in any Canal banks. There is hereby reserved in favor of the Association the right to enter upon the Association Property and any and all Lots for the purpose of operating, maintaining, repairing and replacing the Irrigation System. Each Owner shall be responsible for any damage caused to the Irrigation System by such Owner and/or such Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

C. The Association shall operate, maintain and repair the Drainage System constructed over, through and upon the Property. There is hereby reserved in favor of the Association the right to enter upon the Association Property and the Lots for the purpose of operating, maintaining, repairing, and replacing the Drainage System over, through and upon the Property. The Association shall be responsible for all costs associated with its obligations relating to the cleaning, maintenance, repairs and replacement of any portion of the Drainage System as may be necessary to maintain the system in its original condition and use. In the event the Association fails to maintain the Drainage System in accordance with this Declaration and/or the Water Management District Permit, then the Water Management District shall have the right to commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain the Drainage System in accordance with this Declaration and/or the Water Management District Permit. A copy of the Water Management District Permit, together with any action(s) taken by the Water Management District with respect to the Water Management District Permit shall be maintained by the registered agent for the Association, for the Association's benefit. Each Owner shall be responsible for any damage caused to the Drainage System by Owner and/or Owner's family members, tenants, invitees and guests, and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims, damages and/or liabilities resulting from any such damage.

D. The Association shall be responsible for the maintenance, repair and replacement of all private Streets, Drives, Roads and Roadways located upon the Association Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Association Property and Lots for such purpose. The Association shall also be responsible for the sod, landscaping and irrigation system located within any Street, Drive, Road and/or Roadway cul-de-sac, as applicable.

E. To the extent permitted by the appropriate governmental authority, the Association may, but shall not be obligated to, also provide maintenance of all city, County, district or municipal properties which are located within or in a reasonable proximity of the Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Property, including the right to enhance the landscaping in any public right of way. In addition, the Association shall be responsible to maintain and care for the Atlantic Avenue Improvements.

F. The Association shall be responsible for the maintenance, repair and replacement of any Street Lights and any Decorative Street Lights located in Tuscany.

G. Neither the Association nor any Owner shall alter the slopes, contours, or cross sections of the Lakes, Lake banks, Canals, Canal banks and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any littoral zones, Lake Maintenance Easements or Lake Maintenance Access Easements except upon the written approval from the applicable governmental authority. Littoral plantings will be installed in accordance with the permitting requirements of the Palm Beach County Environmental Resources Management Department and may not be altered, relocated or removed by any Owner. The Association shall be responsible for maintaining the required survivorship and coverage of the planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations applicable to the Lakes, Lake banks, and littoral zones.

H. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Association Property having a cost not in excess of Five Thousand Dollars (\$5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing.

I. The Association shall initially be responsible for the following landscaping services on each Lot (collectively, the "Home Landscaping Services"): mowing sod, landscape trimming, weeding, fertilization and exterior pest control spraying. Each year, the Board shall review the Home Landscaping Services in connection with the preparation of each annual Budget of the Association and the Board shall have the right to add to, remove and/or discontinue the Home Landscaping Services or any portions thereof, all in the Board's sole and absolute discretion. Notwithstanding the obligation of the Association to perform the Home Landscaping Services, any replacement of dead, dying or decaying sod, trees, shrubs, landscaping and other plant materials within the Lots, for any reason whatsoever, shall be the obligation of the Owners of the Lots upon which such replacement is required.

Notwithstanding the foregoing, such Home Landscaping Services do not and shall not include the up righting and/or removing of any fallen or dislodged trees from any Lot following a tropical storm, hurricane or other Act of God. However, the Association shall have the right, but not the obligation, in preparation of or following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense, on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the up righting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Article VII, Section 3.

J. The property comprising Pod B-1 as shown on the Project Conceptual Plan is expressly not subject to this Declaration and may (but is not required to) be dedicated to a governmental entity. In connection with such dedication, Declarant may agree (but is in no way obligated under the Tuscany Documents) to construct a bridge connecting Pod B-1 to the Project Entry Road for Tuscany (the "Pod B-1 Bridge"). In the event that the Pod B-1 Bridge is constructed, and if and to the extent requested or required by applicable governmental authorities, the Pod B-1 Bridge shall be deemed Association Property to be repaired, replaced and maintained at the Association's sole cost and expense without contribution from the owner(s) of Pod B-1. Declarant reserves (i) perpetual nonexclusive easements of ingress and egress in favor of Declarant and all future owners of Pod B-1, their invitees, licensees, tenants, and the Association, over and across the Pod B-1 Bridge, if and when it is constructed and (ii) to the extent requested or required by applicable governmental authorities, an exclusive easement in favor of Association for access to the Pod B-1 Bridge for repair, replacement and maintenance thereof (these reservations of easement in no way constituting a commitment or obligation of Declarant to construct the Pod B-1 Bridge). In addition to and notwithstanding anything to the contrary in the Tuscany Documents, except to the extent that Pod B-1 is the servient estate as to the easements reserved in this Section 1(J), Article IX, the owner(s) of Pod B-1 shall have no obligations to the Association or any other party under this Declaration.

K. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Tuscany.

L. Notwithstanding anything to the contrary in the Tuscany Documents or otherwise, the Association shall not have any obligations whatsoever to install, own, operate, maintain, repair or replace any portion of the Apartment Site or any of the Improvements located therein or thereon, all of which shall be the sole responsibility of the owner(s) of the Apartment Site. In that regard, the owner(s) of the Apartment Site hereby release and agree to hold the Association harmless from and against any and all maintenance, repair and/or replacement obligations relating to and/or arising out of the Apartment Site and any and all Improvements located therein and thereon. Although the Association has no such maintenance, repair and/or replacement obligations, the Association shall have the reasonable right of entry upon the Apartment Site to make any necessary repairs or replacements of any drainage or other facilities on the Apartment Site that also serves other portions of Tuscany that may be necessary as a result of a failure by the owner(s) of the Apartment Site to do so. Except in the event of an emergency, the Association shall deliver at least ten (10) days' written notice thereof to the owners(s) of the Apartment Site before entering the Apartment Site to make any such repairs or replacements.

M. Subject to the special allocation of certain expenses as set forth in, among other provisions, Section 1 of Article VII (as to Pods A and C-2) and Article XIII (as to the Apartment Site Owner), all expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through J, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through J of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible

therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

Section 2. MAINTENANCE BY THE OWNERS.

A. Except only for the Home Landscaping Services to be performed by the Association as provided in Section 1(I) of this Article IX, the Owner of each Lot and Parcel must keep and maintain the Lot or Parcel and the Improvements thereon, including equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Home or other Improvements which, if omitted, could adversely affect Tuscany, the other Owners or the Association and its Members. The Owner of each Lot and Parcel shall be responsible for any damages caused by a failure to so maintain such Lot, Parcel, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot or Parcel, and physical items attached or connected to such structures that run beyond the boundary line of the Lot or Parcel which exclusively service or benefit the Lot, Parcel and Home. Without limiting the generality of the foregoing, the Owner of each Lot and Parcel shall keep all drainage structures (such as catch basins), if any, located on the Owner's Lot or Parcel clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls (including, without limitation, any masonry walls extended from the rear of the Single Family Home), doors, windows and roof of the physical structure of the Single Family Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot or Parcel further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water (excluding reclaimed water associated with the Irrigation System which shall be an Operating Expense of the Association), sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot or Parcel shall be responsible for insect and pest control within the Home or Improvement and the Lot or Parcel. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on

a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

B. Except as otherwise provided below and in Article II, Section 2(D) above, an Owner whose Lot is adjacent to an "OS" tract shall be responsible for maintaining the sod located in the adjacent "OS" tract up to the center line of such "OS" tract. Moreover, if a side property line of an Owner's Lot abuts an open space tract which separates such Owner's Lot from the rear line of one or more other lots in the Community, such Owner shall be responsible for the maintenance and care of the sod located in such "OS" Tract that abuts the side property line of such Owner's Lot. However, an Owner whose Lot is adjacent to an "OS" tract shall not be responsible for the care of the sod located on such adjacent "OS" tract where such "OS" is part of a Buffer Tract, used as a passive park or focal point, or adjacent to the intersection of two of the Streets, Drives, Roads and/or Roadways thereby creating an entrance into a parcel located within the Community.

C. The Owner of each Lot shall maintain, repair and replace as needed any fencing on their Lot, clean, maintain and repair the driveway on their Lot, and keep the sidewalk located on and/or adjacent to their Lot clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

D. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

E. Each Owner of a Single Family Home shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien

upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other the Tuscany Documents shall be determined in the sole discretion of the Association or Declarant.

ARTICLE X USE RESTRICTIONS

All of the Property, but specifically excluding the Apartment Site, shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 20 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Tuscany Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Tuscany Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Notwithstanding the rights of the Association hereunder to enforce to the terms and provisions of the Tuscany Documents, the Water Management District shall also have the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any failure by the Association to operate, maintain and repair the Drainage System in accordance with the Water Management District Permit.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems) for violations of the Tuscany Documents; and

suspend the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Tuscany Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association desires to impose a fine or suspend the use rights of an Owner, the Association shall comply with the requirements of F.S. §720.305(2)(a). At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine. Fines, as provided in this paragraph and elsewhere in the Tuscany Documents, may exceed One Thousand and No/100 (\$1,000.00).

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notwithstanding anything to the contrary contained in the Tuscany Documents, unless contrary to applicable law, Notice and Hearing as provided in Subparagraphs A and B above or elsewhere in the Tuscany Documents shall not be required with respect to the imposition of suspension of use or voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges, or any other monetary obligation due to the Association when due, if such non-payment exceeds more than ninety (90) days.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

Section 2. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Tuscany nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of

annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 3. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot and designated parking areas within the Association Property. No Owner shall store any items, materials or other personal property in the garage of such Owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of vehicles. Such designated parking areas other than driveways and garages located on a Lot shall be on a first-come, first-serve basis. No parking on the streets or swales is permitted. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle, trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No motor home, bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant.

Section 4. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of, the Owner of said Home and/or Lot.

Section 5. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Tuscan Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Each Owner shall be required to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association. The Association has the right to require Owners to use a lease addendum the form of which may be

prepared by the Association providing for, among other things, the foregoing. Even if such lease addendum is not included, each lease entered into by Owner for a Home shall be deemed to include the foregoing by this reference.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration. The provisions of this Section 5 shall also apply to renewals of leases. In no event shall subleases or assignment of leases be permitted.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Lot of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Notwithstanding that the Association may exercise any of the rights granted to it by this Section 5 or by Section 720.3085, Florida Statutes, the Association shall not be deemed the landlord of the applicable Lot and Home and shall have no liabilities of a landlord, with the Owner of such Lot and Home being the sole landlord.

Section 6. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or has inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the Streets, Drives, Roads, Avenues, Roadways and/or Sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

Each Owner who determines to keep a pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 7. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all applicable governmental entities. Without limiting the generality of the foregoing, and except as otherwise specifically provided herein, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in: (a) the Lake Maintenance Easements adjacent to Lake Lots, (b) any Rear Yard Drainage Swale Easements on Non-Lake Lots except as expressly set forth in and subject to the terms and conditions of Section 7 of Article IV above, and/or (c) in any Drainage Easements.

Section 8. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 9. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot, including, without limitation, lake bank slopes. In that regard and without limiting the generality of the foregoing, no Owner may alter the slopes, contours or cross-sections of the Lakes, Lake banks, littoral zones, canals, or canal banks; or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones. All trees and other landscaping within the Community have been installed in accordance with a landscape plan that meets the requirements of the County Land Development Code. As a result, no additional trees are permitted to be planted on the Property by any Owner and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Board. Any Owner who removes or installs any tree upon his or her Lot which is not in conformance with the approved landscape plan shall be responsible for any costs, fines and fees imposed by the County as a result of such action. Declarant and the Association shall each (acting alone) have the right, but not the obligation, after ten (10) days prior notice and demand to do so, to remove (at such Owner's cost and expense) any trees or other landscaping installed by or on behalf of an Owner which is not in accordance with this Declaration.

Section 10. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Tuscany or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Tuscany or other communities developed or marketed by Declarant or its affiliates, whichever is later. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Tuscany or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 10. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 10. This provision may not be amended without the prior written consent of Declarant.

Section 11. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pickup), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be

hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 12. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Tuscan or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. No trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 13. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 14. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any of the Property, provided that a central sewage disposal system is being operated in accordance with the requirements of the governmental regulatory body having jurisdiction over said central system.

Section 15. WATER SUPPLY. No individual water supply system shall be permitted on any of the Property, provided that one or more central water supply systems are being operated in accordance with requirements of the governmental body having jurisdiction over said central system.

Section 16. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. Fences must be bronze, in a shade approved by the Committee. In no event may the Committee approve any request for a fence to be placed in any of the following areas: (a) the area between the front of a Home and the Street, Drive, Road and/or Roadway at the front of the Lot on which the Home is situated, or (b) any Lake Maintenance Easement or Lake Access Easement on the Property as set forth on the Plat, any Additional Plat or any separate instrument recorded in the public records of the County. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. No Owner shall be permitted to attach their fence to any perimeter fence or wall located within any of the Buffers, Landscaped Areas or Grassed Areas, or to otherwise fence-in or enclose any portion of a Buffer or other Association Property.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's

sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. Declarant shall have the right (but not the obligation), in its sole discretion, to temporarily remove the fence if necessary in order to complete construction of the Home on the adjacent Lot. In the event such construction activity on an adjacent Lot or Declarant's temporary removal of the fence causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any Lake Maintenance Easement or Lake Access Easement on the Property as set forth on the Plat, any Additional Plat or in any separate instrument recorded in the public records of the County. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

In addition, no Owner shall be permitted to install a fence within any Drainage Easement without the prior written consent of the Committee, which consent shall be conditioned and subject to Owner's compliance with all of the following:

- (i) Owner shall, at Owner's sole cost and expense, obtain all permits and written approvals from the applicable governmental authorities (including, without limitation, the SFWMD) having jurisdiction over the Drainage Easement, as applicable.
- (ii) Owner shall be required to install one or more access gates within said affected easement area(s), in location(s) determined by the Committee in its sole discretion, and sufficient to provide adequate access to the Association to exercise its rights and to perform its maintenance obligations required under this Declaration.
- (iii) In connection with the installation of such fence, the Owner shall not change or alter the slope or drainage of any portion of the affected Drainage Easement. Moreover, no alteration of a drainage swale, drainage lines, and other equipment shall be authorized and any damage to any drainage swale, drainage lines, and

other equipment, shall be repaired by Owner, at Owner's sole cost and expense. The Drainage Easement, as applicable, shall be immediately returned to the condition in which it existed at the time of the initial conveyance of the Lot by Declarant.

- (iv) In the event the Association and/or governmental authorities wish to obtain ingress and/or egress to the Drainage Easement for any purpose including, without limitation, installation, maintenance or repairs of the improvements located therein, Owner shall, at its sole cost and expense, remove those portions of the fence which may be required in order for the Association and/or governmental authorities to obtain access in and to the improvements. Except for emergency situations, in the event the Owner fails to comply within fifteen (15) days of receipt of written notice from the Association and/or the governmental authorities requesting the removal of the fence, the Association may remove any and all portion of the fence and Owner shall be responsible for all removal costs. The Association shall be entitled to levy an assessment equal to the costs of the fence removal against the Owner and its respective Lot, and such Assessment shall constitute a lien upon the applicable Lot with the same force and effect as a lien for Operating Expenses.

Notwithstanding anything contained to the contrary in this Declaration, an Owner of a Lot who elects to install a fence on such Owner's Lot without an operable gate in a location and of sufficient width approved by the Committee shall be responsible for the maintenance and care of the lawn and landscaping on the Lot, if any, in the portion of the Lot which becomes enclosed by the fence construction. In such event, the Association shall no longer provide any of the Home Landscaping Services to such enclosed portion(s) of the Lot and Owner shall not be entitled to a reduction in Assessments in turn for being responsible for such maintenance and care. The Association shall remain responsible, however, to maintain the Privacy Fence, if any, located within any such Lot. In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this subparagraph, then the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such Owner's Lot, Home or other Improvement, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Section 17. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated

under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 17 shall not apply to Declarant.

Section 18. RECREATION TRACTS AND AMENITIES. Notwithstanding anything in the Tuscany Documents to the contrary, the tenants and the family members, occupants, guests, invitees, and owners of Apartment Units shall not have any right and shall not use any of the Recreation Tracts and/or facilities or amenities now or hereafter constructed thereon other than those on the Apartment Site. Owners and the family members, occupants, guests, invitees, and owners of Homes shall not have any right and shall not use any of the recreation facilities or amenities now or hereafter constructed or located on the Apartment Site.

Section 19. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood or marriage, they shall be permitted to occupy the Home provided they live as a family unit similar to a husband and wife. No Home may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than ninety (90) consecutive days' duration, are prohibited.

Section 20. IMPROPER USE OF ASSOCIATION RECORDS. No Member, Owner, or Tenant shall use the Association's Official Records, membership directories or other Association communications such as, by way of example and not limitation, emails containing one of more Member's e-mail addresses, for any purpose whatsoever other than as strictly related to Association business. Failure to comply with the requirements of this Section 20 shall, without limitation, constitute a nuisance for which the Association may seek an injunction against the offending Member(s), Owner(s) and/or Tenant(s).

Section 21. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the

establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Architectural Control Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Tuscany and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

Section 22. POD A PROHIBITED USES. Pod A as shown on the Project Conceptual Plan shall not be developed or used for any multi-family residential rental uses that would directly compete with the Apartment Site (the "Prohibited Uses"). The Prohibited Uses specifically exclude, however, and Pod A may designed, developed, constructed and/or operated as residential units under and pursuant to the Workforce Housing Requirements.

Section 23. RESTRICTED USE OF AMENITIES IN POD A AND POD C-2. Each Owner of a Lot in Pod C-2 or Pod A, each as shown in the Project Conceptual Plan, shall utilize only Association Property and Improvements thereon that are located within the Pod in which that respective Owner's Lot is located (including, without limitation, the Recreation Tract in such Pod). Owners of Lots in Pod C-2 and their family members, occupants, guests and invitees shall not have the right (except as a guest or invitee of an Owner of a Lot in Pod A) to use, and shall not use, any of the Association Property or Improvements thereon now or hereafter constructed on or located within Pod A (including, without limitation the Recreation Tract in Pod A), and Owners of Lots in Pod A and their family members, occupants, guests and invitees shall not have the right (except as a guest or invitee of an Owner of a Lot in Pod C-2) to use, and shall not use, any of the Association Property or Improvements thereon now or hereafter constructed on or located within Pod C-2 (including, without limitation the Recreation Tract in Pod C-2).

ARTICLE XI

DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

ARTICLE XII **INSURANCE AND CONDEMNATION**

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Tuscany in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one

hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII
PARCELS

Section 1. MULTI-FAMILY PARCEL. "Pod B-2" and "Pod C-1" as shown on the Project Conceptual Plan are hereby designated to be Parcels under this Declaration and are herein together referred to as the "Apartment Site".

Section 2. ALLOCATION OF CERTAIN EXPENSES. Notwithstanding anything to the contrary contained elsewhere in this Declaration, the Apartment Site shall be responsible for only the "Apartment Site Proportionate Share" (as hereinafter defined) of the costs to maintain, repair and replace the "Project Entry Road", the "Bridge", the "Apartment Site Collector Road" and the "Pod C-1 Collector Road" (as those areas are shown on the Project Conceptual Plan and described in Section 5 below), together with all landscaping and irrigation installed by Declarant and/or the Association within and/or along both sides of such roadways. The Apartment Site shall also be responsible for the Apartment Site Proportionate Share of the costs to maintain, repair and replace the Turnpike Wall Improvements (as hereinafter defined) installed by the Owner of the Apartment Site on the Apartment Site. The Apartment Site shall not be obligated to pay any other Operating Expenses.

Section 3. NO ARCHITECTURAL CONTROL. Notwithstanding the provisions of Article VIII above, it is hereby specifically provided that the Apartment Site shall not be subject to any architectural guidelines or approvals of the Committee or the Association with respect to any Improvements on the Apartment Site.

Section 4. WORKFORCE HOUSING. The Apartment Site shall at all times be subject to the County's Workforce Housing Program and therefore the Owner of the Apartment Site shall comply with the Workforce Housing Requirements of the County applicable to the Apartment Site. In that regard, the building(s) constructed on the Apartment Site shall contain the number of residential apartment units required by the County to comply with the Workforce Housing Requirements, which required number of apartment units shall have monthly rental limits based

on the County's various required income categories established by the County, which may be adjusted by the County from time to time.

Section 5. DEFINITIONS.

A. "Apartment Site Proportionate Share" means, for the purpose of this Declaration, the percentage derived by dividing the number of residential trips generated by the multifamily residential dwelling units approved for the Apartment Site by the total number of residential trips generated by the residential dwelling units approved for Tuscany as specified in the approved Traffic Impact Study and ULDC by unit type in Tuscany. By way of example and for illustration purposes only, if the Apartment Site is approved for 395 multifamily residential dwelling units and the total number of residential dwelling units approved for Tuscany is 853 residential dwelling units (i.e., 458 single family residential dwelling units plus the 395 multifamily residential dwelling units), then the Apartment Site Proportionate Share would be calculated as follows:

Apartment Site Trips (i.e., $395 \times .7$ trips per day) = 276.5 trips

Tuscany Trips (458×1 trip per day, plus 276.5 trips) = 734.5 total trips

Apartment Site Proportionate Share = 37.64% (i.e., 276.5 divided by 734.5).

B. "Project Entry Road" means the entry road to Tuscany from Atlantic Avenue to and including the Bridge as shown on the Project Conceptual Plan.

C. "Bridge" means the bridge crossing the LWDD E-2-E Canal and connecting the Project Entry Road to the Apartment Site Collector Road, as shown on the Project Conceptual Plan.

D. "Apartment Site Collector Road" means that certain roadway which runs from the Bridge to the northern limits of Pod C-1, and including the Apartment Site Round-About as shown on the Project Conceptual Plan.

E. "Turnpike Wall Improvements" means the following improvements to be constructed by the Owner of the Apartment Site in the Turnpike Wall Buffer: (i) construction of a berm approximately seven feet (7') in height, (ii) installation of a sound wall on the top of such berm which sound wall meets the minimum requirements of the Florida Turnpike Authority, any applicable conditions of the "Development Order Amendment" (as hereinafter defined) and the required noise mitigation study, and (iii) installation of landscaping on such berm that meets or exceeds all applicable requirement of the ULDC and any applicable conditions of the Development Order Amendment.

F. "Development Order Amendment" means the approval by the Board of County Commissioners of the County BCC as contained in R-2009-1823, as amended from time to time.

G. "Pod C-1 Collector Road" means the roadway shown and labeled as such on the Project Conceptual Plan attached hereto as Exhibit G.

Section 6. PROJECT ENTRY ROAD, BRIDGE, APARTMENT SITE COLLECTOR ROAD, THE POD C-1 COLLECTOR ROAD, AND TURNPIKE WALL IMPROVEMENTS.

The Project Entry Road, the Bridge, the Apartment Site Collector Road, the Pod C-1 Collector Road and the Turnpike Wall Improvements are collectively referred to herein as the "Shared Facilities." The Shared Facilities (excluding the Turnpike Wall Improvements) shall not be used for any purpose other than for ingress and egress to or through the Property from adjacent public rights-of-way or any other permitted purpose.

Section 7. MAINTENANCE. The Association shall maintain the Shared Facilities. As used herein "maintain" shall mean operate, upkeep, maintain, repair, replace, trim trees, fertilize, irrigate, provide pest control, paint, stripe, landscape, improve, replace, reconstruct, insure, as well as manage and perform accounting services and to provide all electricity related to any and all of the foregoing. As used herein "cost to maintain" shall mean all costs and expenses incurred by the Association in the course of its actions to maintain, provided that charges for management and accounting fees shall be limited to amounts actually paid by the Association to unaffiliated third parties for such services. The cost to maintain the Shared Facilities shall be referred to herein as the "Shared Facilities Expenses."

The Association shall be responsible to determine the need for and to maintain the Shared Facilities provided that the Shared Facilities shall be kept in good condition and repair and operational at all times. Such maintenance of the Shared Facilities shall be to a standard reasonably determined by the Association, in compliance with the requirements of all governmental authorities and this Declaration.

Section 8. SHARED FACILITIES EXPENSES. The Shared Facilities Expenses shall be determined by the Board in good faith in accordance with this Declaration and the Apartment Site Proportionate Share thereof shall constitute the Apartment Site's sole obligation for Assessments under this Declaration.

Section 9. SHARED FACILITIES EXPENSES BUDGET. The Association shall annually prepare a schedule of anticipated Shared Facilities Expenses and shall bill the Owner of the Apartment Site quarterly in advance for the Apartment Site Proportionate Share of the Shared Facilities Expenses. Payments by the Owner of the Apartment Site shall be made on the fifteenth (15th) day of each calendar quarter and shall begin accruing as of the last to occur of (a) the date of recordation of this Declaration and (b) substantial completion of each component of the Shared Facilities. In the event any such payment by the Owner of the Apartment Site is more than ten (10) days late, such Owner shall be obligated to pay interest thereon from the date originally due until actually paid at eighteen percent (18%) per annum.

The Owner of the Apartment Site shall also be liable to the Association for the Apartment Site Proportionate Share of any special assessment attributable to the Shared Facilities payable as directed in the Association's notice of such special assessment, and also subject to interest as provided above for late payment. The Association's notice shall be delivered not less than thirty (30) days before payment for such special assessment is due.

The Owner of the Apartment Site shall have reasonable access to the Association's books and records with respect to Shared Facilities Expenses and shall be

furnished a copy of the Association's schedule of Shared Facilities Expenses for the next fiscal year at least fifteen (15) days prior to the end of the Association's current fiscal year.

The obligation to pay Shared Facilities Expenses shall continue in perpetuity irrespective of any period of vacancy or un-tenantability due to casualty, condemnation, demolition or reconstruction, or otherwise.

Section 10. APARTMENT SITE. The maintenance, repair and replacement of any roadways and/or irrigation lines contained solely within the Apartment Site and solely serving the Apartment Site, shall be the responsibility of the Owner of the Apartment Site. Neither the Owner of the Apartment Site nor any tenant, resident or any occupant of any portion of the Apartment Site shall have any voting rights in the Association. The Owner of the Apartment Site shall have no right to participate in the determination of the amount of the Shared Facilities Expenses.

Section 11. NO AMENDMENT. This Article XIII may not be amended without the joinder and consent to any such amendment by the Owner of the Apartment Site.

Section 12. DEFAULT. In the event of a breach of any of the covenants set forth in this Article XIII, the Association and Declarant or the Owner of the Apartment Site, as applicable, shall be entitled to any and all remedies available at law or in equity, including, but not limited to, the equitable remedies of specific performance or mandatory or prohibitory injunction issued by a court of appropriate jurisdiction. In the event it becomes necessary for Declarant, the Association or the Owner of the Apartment Site to defend or institute legal proceedings as a result of the failure of the other to comply with the terms and covenants of this Article XIII, the prevailing party in such litigation shall be entitled to be reimbursed by the non-prevailing party for all costs incurred or expended in connection therewith, including, but not limited to, reasonable attorneys' fees and court costs through all trial and appellate levels.

Section 13. LIEN RIGHTS. The Apartment Site Proportionate Share together with interest thereon and costs of collection thereof, including legal fees as herein provided, are subject to a lien right on behalf of the Association to secure payment thereof. The Apartment Site Proportionate Share is hereby declared to be a charge on the Apartment Site and shall be a continuing lien thereon, but shall be subordinate to the rights of the holder of a first mortgage encumbering the Apartment Site. The Apartment Site Proportionate Share together with interest thereon and costs of collection thereof, including legal fees, shall be the personal obligation of the person, persons, entity and/or entities owning the Apartment Site from time to time. The Association's lien for the Apartment Site Proportionate Share shall relate back to the date of recording this Declaration amongst the Public Records of the County.

Section 14. SHARED FACILITIES EASEMENT. The Apartment Site Owner and all guests, tenants, agents, employees or invitees of the Apartment Site Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Shared Facilities (excluding the Turnpike Wall Improvements) within the Property in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, the Apartment Site Parcel.

ARTICLE XIV
GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER TUSCANY DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws, and the rules and regulations shall control in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323, or such other address or addresses as Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which related to the maintenance, operation and repair of the Drainage System. In addition, the Association shall be entitled to recover pre-litigation attorneys' fees and costs incurred in enforcing the Tuscan Documents which shall be collectible in the same manner as Assessments as set forth in the Declaration

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of recreational facilities and Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration 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 the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and their respective nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Tuscany, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property, all of which activities may continue even after the Turnover Date. Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant.

In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, all drainage, lake maintenance, canal maintenance, and utility easements whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Tuscany and all Improvements therein (collectively, the "Community Approvals"), and for Declarant to comply and adhere to the same, and such rights shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all such Community Approvals. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out

any and all Community Approvals without compensation to the Association or the Owners. In the event Declarant is unable to: (i) final-out and/or close-out any and all such Community Approvals as a result of Association's failure to timely and/or properly perform any of its operation, maintenance and/or repair obligations pursuant to the Tuscany Documents, the Community Approvals, and/or any other applicable governmental laws, regulations, codes, approvals and/or rules; or (ii) obtain a return of any bond or surety posted by Declarant in connection with the development and construction of Tuscany, then Declarant shall have the immediate right, but not the obligation, in its sole discretion, to (a) commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to perform such operation, maintenance and/or repair obligations; and/or (b) take any and all actions necessary, at the Association's sole cost and expense, to comply with and adhere to any such Community Approvals. The Association hereby agrees to indemnify and reimburse Declarant (within ten (10) days of receipt of a written invoice from Declarant) for all costs and expenses incurred by Declarant in the event Declarant takes actions in accordance with this Section 6. The rights granted to Declarant hereunder shall survive the Turnover Date and continue for such period of time as is necessary for Declarant to fully comply with all Community Approvals.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right(s), it is acknowledged by the Association and all Owners that Declarant is performing any such inspection(s) for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF TUSCANY ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO TUSCANY. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF TUSCANY, EACH SUCH OWNER, OCCUPANT AND USER FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO TUSCANY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF

NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO TUSCANY WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT ("RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE, AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF TUSCANY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF TUSCANY.

This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Tuscany Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Tuscany Documents.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

A. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Tuscany; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

B. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. 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 this 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. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

C. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

D. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Tuscany Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIV and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

E. A true copy of any amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

F. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable

rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

G. Any proposed amendment to the Declaration which would affect the surface water management system (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the Water Management District for a determination of whether the proposed amendment necessitates a modification of the Water Management District Permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Tuscany Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and

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

WITNESSES AS TO DECLARANT:

Sharon Webb
Signature
Print Name SHARON WEBB

Kathleen M Coffman
Signature
Print Name Kathleen M Coffman

[CORPORATE SEAL]

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.

Kathleen M Coffman
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

Pasdra Gonzalez
Signature
Print Name PASDRA GONZALEZ

By: *Charles Saenz*
Name: Charles Saenz
Title: President

Ariana Ortega
Signature
Print Name Ariana Ortega

[CORPORATE SEAL]

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 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
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:



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.

NOT A CERTIFIED COPY

EXHIBIT D

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

[See Attached 15 Pages]

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 Tuscany 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:

<u>NAMES</u>	<u>ADDRESSES</u>
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.

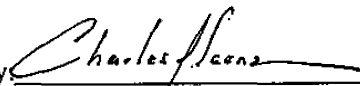
ATLANTIC COMMONS ASSOCIATES,
LLLP, a Florida limited liability limited
partnership

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

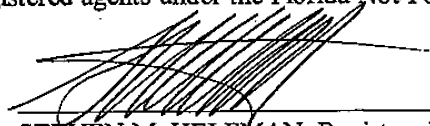
By: 
Name: N. Maria Menendez
Title: Vice President

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

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Amended and Restated Articles of Incorporation, and acknowledges that he is familiar with and accepts the obligations imposed upon registered agents under the Florida Not For Profit Corporation Act.



STEVEN M. HELFMAN, Registered Agent

Dated: July 1, 2014

[CORPORATE SEAL]

NOT A CERTIFIED COPY

EXHIBIT E

Amended and Restated Bylaws of Tuscany Property Owners Association, Inc.

[See Attached 13 Pages]

NOT A CERTIFIED COPY

**AMENDED AND RESTATED BYLAWS
OF
TUSCANY PROPERTY OWNERS ASSOCIATION, INC.**

THESE AMENDED AND RESTATED BYLAWS ("Amended Bylaws") are adopted as of the 1st day of July, 2014 by TUSCANY PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

RECITALS

WHEREAS, the Bylaws of Association were entered into as of December 20, 2012 and amended by that certain First Amendment to Bylaws executed June 2, 2014 (collectively, the "Original Bylaws"); and

WHEREAS, pursuant to Section 13.3 of the Original Bylaws, until the Turnover Date (as defined in the Original Bylaws), all amendments or modifications of the Bylaws shall only be made by action of the First Board as described in the Articles of Incorporation of the Association, which First Board shall have the power to amend, modify and adopt any Bylaws without the requirement of any consent, approval or vote of the Members of the Association; and

WHEREAS, the Turnover Date has not occurred, and accordingly the First Board has the right to approve, and has unanimously approved, the amendment and restatement of the Original Bylaws.

NOW, THEREFORE, pursuant to the authority and for the reasons aforementioned, the undersigned, being all of the Directors of the First Board, do hereby amend and restate the Original Bylaws 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).

Section 1. Identification of Association

These are the Bylaws of Tuscan Property Owners Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapters 617 and 720, Florida Statutes.

1.1. The office of the Association shall be for the present at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323 and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not For Profit."

Section 2. Explanation of Terminology

The terms defined in the Amended and Restated Articles of Incorporation of the Association of even date herewith ("Articles") as well as in the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany recorded or to be recorded in the Public Records of Palm Beach County, Florida ("Declaration") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. Membership; Members' Meetings; Voting and Proxies

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting.

3.4. Except as otherwise provided in the Articles, a written notice of each Members' meeting, whether an Annual Members' Meeting or a special meeting (collectively "Meeting"); shall be given to each Member entitled to vote at such Member's last known address as it appears on the books of the Association, and shall be mailed or hand delivered to the said address or electronically transmitted to the location furnished by the Member for that purpose not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing, hand delivery or electronic transmission shall be given by affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notices of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Declarant and the number of Directors to be elected by the Members, if applicable. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice and the attendance of any Member (or person authorized to vote for such Member), either in person or by proxy, shall

constitute such Member's waiver of notice of such Meeting, and waiver of any and all objections to the place of the Meeting, the time of the Meeting or the manner in which it has been called or convened, except when such Member's (or such Member's authorized representative's) attendance is for the express purpose of objecting at the beginning of the Meeting to the transaction of business because the Meeting is not lawfully called.

3.5. The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Tuscany Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any class of Members shall consist of Class Members of such class entitled to cast thirty percent (30%) of the total number of votes of the class. Limited "Proxies" and general "Proxies" (as hereinafter defined in Paragraph 3.10) may be used to establish a quorum.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written Proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Tuscany Documents or by law, then such express provision shall govern and control the required vote on the decision of such question.

3.7. Not less than sixty (60) days before any Annual Members' Meeting at which elections of Directors are to occur, the Association shall mail, delivery or electronically transmit, whether by separate Association mailing or included in another Association mailing, delivery or transmission, including regularly published newsletters, to each Member entitled to a vote, a first notice of the date of the Election Meeting. Any Member or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before the Election Meeting. Together with an agenda, the Association shall mail, delivery or electronically transmit a second notice of the Election Meeting to all Members entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the Election Meeting, to be included with the mailing, delivery or transmission of the ballot, with the costs of mailing, delivery or electronic transmission and copying to be borne by the Association. The Association shall not be liable for the contents of any information sheets prepared and supplied by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a

Amended and Restated Bylaws
Page 3

ballot in order to have a valid election of Members of the Board. Members may not vote for Directors by Proxy. Voting by secret ballots by Members shall be conducted in accordance with Section 720.306(8)(b) of the HOA Act. Furthermore, at any Election Meeting, the "Chairman" (as hereinafter defined in Paragraph 7.2) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the majority of the Members who are present, either in person or by Proxy, may adjourn the Meeting from time to time until a quorum is present and no further notice of the adjourned and continued Meeting need be given. Except as required above, Proxies given for the adjourned Meeting shall be valid for the adjourned and continued Meeting unless revoked for reasons other than the adjourned and continued date of the Meeting with no further notice of such adjourned Meeting being required other than prior to such adjournment, the announcement of the time, date and place for the re-continued meeting.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for such time as required by applicable Florida law.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person, by secret ballot or by Proxy (as hereinafter defined). Proxies may also be used to vote on other agenda items at meetings at which Directors are to be elected, and may also be used to establish a quorum. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing signed by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof, provided, however, any Proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A Proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any Proxy may be revoked prior to the time a vote is cast in accordance with such Proxy. Any Proxy holder may appoint, in writing, a substitute to act in his or her place.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

Section 4. Board; Directors' Meetings

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with Section 3.7 above. Except for Declarant-appointed Directors, Directors must be Members or the parents, children or spouses of Members except that if a Lot is owned by an entity and not an individual, such entity may only appoint a partner, shareholder, member, manager, director or officer of such entity or any of its constituent entities on its behalf to be eligible to serve on the Board.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his or her successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held immediately after the election, but if not, then no later than ten (10) days following its election at such place and time as shall be fixed by the Directors at the meeting at which they were elected and notice of such organizational meeting shall be given in accordance with the HOA Act.

4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of the Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Any such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all of the Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone, facsimile or electronically transmitted if correctly directed to an electronic mail address at which the Director has consented to receive notice, at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, and a waiver of any and all objections to the place of the meeting, to the time of the meeting or the manner in which it has been called or convened, except when a Directors states at the beginning of the meeting, or promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

4.7. Notice of all Board meetings shall be given to the members in accordance with the HOA Act.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors

present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given other than, prior to such adjournment, the announcement of the time, date and place for the re-continued meeting.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Vice-President shall preside and in the absence of the Vice President, the Directors shall designate any one of their number to preside.

4.10. No Director shall receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors as required by Florida law.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.13. Meetings of the Board shall be open to all Members pursuant to, and as limited by, the HOA Act. The Board may also hold closed meetings to the extent permitted by applicable law, including, by way of example but not by way of limitation, when the discussion at a meeting is governed by attorney-client privilege, meetings between the Board or a committee and the Association's attorney to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters. Members shall have the right to speak on any matter placed on the agenda in accordance with, and as limited by, the HOA Act and any rules and regulations promulgated by the Association governing the frequency, duration and other manner of Member statements, which rules may include a sign up sheet for Members wishing to speak. In the event a Member conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, the Board shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. The Board may by resolution also create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Prior to the Turnover Date, any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof and such consent shall have the same force and effect as a unanimous vote of the Directors, provided, however, whenever assessments are to be considered, they may be considered only at a meeting of the Directors properly noticed in accordance with the HOA Act.

Section 5. Powers and Duties of the Board

5.1. All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Tuscany Documents, as well as all of the powers and duties of a director of a corporation not for profit under applicable Florida law not inconsistent therewith.

5.2. The Association may employ a manager to perform any of the duties, powers or functions of the Association. Notwithstanding the foregoing, the Association may not delegate to the manager the power to conclusively determine whether the Association should make expenditures for capital additions or improvements chargeable against the Association funds. The members of the Board shall not be personally liable for any omission or improper exercise by the manager of any duty, power or function delegated to the manager by the Association.

Section 6. Late Fees

An Owner who fails to timely pay any Assessment shall be charged a late charge of Twenty-Five Dollars (\$25) by the Association for such late Assessment or such other amount determined by the Board to be charged for the late payments of Assessments provided such amount does not exceed the highest amount permitted by law. Owners shall also be responsible to pay all legal fees (including, but not limited to, attorney and paralegal fees and court costs) incurred in connection with the collection of late Assessments whether or not an action at law to collect said Assessments and foreclose the Association's lien has been commenced. Without limitation, the Board has authorized the following initial schedule of fees for such circumstances:

- (a) Reasonable attorney's fees, costs and expenses incurred in the filing of a Claim of Lien;
- (b) Reasonable attorney's fees, costs and expenses incurred in the filing of a Satisfaction of Lien;
- (c) Reasonable attorney's fees, costs and expenses incurred in the preparation and sending of any Notice of Intent to Lien and Notice of Intent to Foreclose; and
- (d) Reasonable attorney's fees, costs and expenses incurred in any action pursuing collection of such unpaid Assessments or violation by a Member or their guests and invitees of any part of the Tuscany Documents.

Section 7. Officers of the Association

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of a majority of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except when the functions of such offices are incompatible, but no person shall hold the office of President and any other office simultaneously.

7.2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit, including, but not limited to, the power to appoint such committees from among the Members at such times as he or she may, in his or her discretion, determine appropriate to assist in the conduct of the affairs of the Association. If in attendance, the President ("Chairman") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. If there is more than one (1) Vice President, the Board shall designate which Vice President is to perform which duties. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," *etc.*, and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the Directors, officers, committee members and other employees of the Association shall be fixed by the Board. Directors and officers shall not receive any compensation from the Association for acting in such capacity or capacities, unless approved by a majority vote of the Members at a Meeting. This provision shall not preclude the Board from hiring a Director or Officer as an employee of the Association or preclude contracting with a Director or Officer, or a party affiliated with a Director or Officer for the management or performance of contract services for all or any part of Tuscany.

Section 8. Resignations; Vacancy; Removal

8.1 Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Declarant) shall constitute a written resignation of such Director or officer.

8.2 Except when contrary to the HOA Act, when a vacancy occurs on the Board, the vacancy shall be filled by the remaining members of the Board at any meeting by electing a person who shall serve the remaining portion of the unexpired term, provided that all vacancies in directorships to which Directors are appointed by Declarant pursuant to the provisions of the Tuscany Documents shall be filled only by the Declarant and without the necessity of any meeting.

8.3 Any Director elected by the Members (other than the Declarant) may be removed by concurrence of a majority of voting interest of all of the Members (other than the Declarant) at a Special Meeting of Members called for that purpose, by written agreement signed by a majority of all such Members' voting interest or by written ballot without a Meeting in accordance with the HOA Act. The vacancy of the Board so created shall be filled in accordance with the procedures specified in the HOA Act.

8.4 When a vacancy occurs in an office for any cause, the office shall be filled by the Board at any meeting.

Section 9. Accounting Records; Fiscal Management

9.1. The Association shall prepare financial reports and maintain accounting records in accordance with the HOA Act. The accounting records of the Association shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times and in accordance with, but subject to the limitations of, the HOA Act. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to: (i) a record of all receipts and expenditures; (ii) an account for each Lot within Tuscany which shall designate the name and address of the Owner thereof, the amount of Individual Lot Assessments and all other Assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the

account and the dates paid, and the balance due; (iii) any tax returns, financial statements and financial reports of the Association; and (iv) any other non-privileged records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt a Budget (as defined and provided for in the Declaration) of the anticipated Operating Expenses for the forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of November of the year preceding the year to which the Budget applies. The Board shall also adopt a Shared Facilities Expenses Budget (as defined and provided for in the Declaration) of the anticipated Shared Facilities Expenses for each such forthcoming calendar year, at the Board Meeting. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses, and a proposed Shared Facilities Expenses Budget for the Shared Facilities Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget and Shared Facilities Expenses Budget, the Association shall provide: (a) each Member with a copy of the Budget or a written notice that a copy of the Budget is available upon request at no charge to the Members, and (b) the Owner(s) of the Apartment Site with a copy of the Shared Facilities Expenses Budget. A copy of the Budget shall be furnished to each Member within ten (10) business days after the Association's receipt of the written request, and each Owner shall be given notice of the Individual Lot Assessment related to his or her Lot(s). The copy of the Budget, if requested, shall be deemed furnished and the notice of the Individual Lot Assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at such Owner's last known address as shown on the records of the Association.

9.3. In administering the finances of the Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred; (iii) there shall be apportioned between calendar years on a *pro rata* basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made quarterly in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

9.4. Individual Lot Assessments and Shared Facilities Expenses (with respect to the Apartment Site) shall all be payable as provided in the Declaration.

9.5. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses and/or Shared Facilities Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses and/or Shared Facilities Expenses, as applicable, than monies from Assessments, then such

deficits shall be carried into the next succeeding year's Budget or Shared Facilities Expenses Budget, as applicable, as a deficiency or shall be the subject of: (i) a Special Assessment for Operating Expenses, (ii) a Special Assessment for Shared Facilities Expenses with respect only to the Apartment Site; or (iii) an upward adjustment to the Budget and Individual Lot Assessment and/or an upward adjustment to the Shared Facilities Expenses Budget and Shared Facilities Expenses, all as amended from time to time by the Board.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually by an accountant and a copy of the report shall be furnished to each Member who requests same in writing no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Owner at such Owner's last known address as shown on the records of the Association.

Section 10. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind, in whole or in part, then existing rules and regulations for the operation of Tuscany; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Tuscany Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty-eight (48) hours after such delivery or mailing, or, in the event both forms of notification are used, whichever is later. Notwithstanding the foregoing, when rules and regulations are to regulate the use of a specific portion of the Association Property, same shall be conspicuously posted at such facility and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view toward protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 11. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of all meetings of the Members and the Board; provided, however, if such rules of order are in conflict with any of the Tuscany Documents or Chapters 617 and 720 Florida Statutes, Robert's Rules of Order shall yield to the provisions of such instrument(s)

Section 12. Roster of Owners

Each Owner shall file with the Association a copy of the recorded deed or other document showing his or her ownership interest in Tuscan. The Association shall maintain such information. The Association shall also maintain the electronic mailing addresses and numbers of those Owners consenting to receive notice by electronic transmission. The electronic mailing address and numbers provided by Owners consenting to receive notice by electronic transmission shall be removed from Association records when consent to receive notice by electronic transmission is revoked. The Association may rely on the accuracy of such information for all purposes until notified in writing of changes therein. Unless otherwise requested in writing, all phone numbers and electronic mailing addresses of the Owners shall constitute a part of the official records of the Association and provided to any Member who makes a proper request to inspect such official records of the Association and/or as part of published membership directories of the Association.

Section 13. Amendment of the Bylaws

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date, any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) a majority vote of the Members who appear in person or proxy at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, prejudice, amend or alter the rights of: (i) Declarant, without the prior written consent thereto by Declarant; or (ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee; nor shall any other amendment to these Bylaws be adopted or become effective without the prior written consent of

Declarant for so long as Declarant holds either a leasehold interest in or title to at least one (1) Lot.

13.5. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. Mediation

If and to the extent required by the HOA Act, mandatory mediation before the Department of Business and Professional Regulation (the "Department") shall be required prior to institution of court litigation for disputes involving certain actions or inactions, as described in the HOA Act.

Section 15. Recall of Board Members and Election Disputes

Pursuant to the HOA Act, mandatory binding arbitration before the Department shall be required for election disputes and disputes involving the recall of any member of the Board. Any member of the Member-elected Board may be recalled and removed from office as provided for and described in the HOA Act.

Section 16. Interpretation

In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control; and in the event of any conflict between the Articles and the Declaration, the Declaration shall control.

TUSCANY PROPERTY OWNERS ASSOCIATION, INC.

By: Charles Saenz

Name: Charles Saenz
Title: President

Attest: N. Maria Menendez
Name: N. Maria Menendez
Title: Secretary

[CORPORATE SEAL]

EXHIBIT F

Water Management District Permit

[See Attached 33 Pages]

NOT A CERTIFIED COPY

SCANNED 00727009 12 28 14



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE PERMIT NO. 50-08178-P
DATE ISSUED: FEBRUARY 12, 2009**

FORM 8054S
REV. 08/95

PERMITTEE: ATLANTIC COMMONS ASSOCIATES, LLLP
(ATLANTIC COMMONS PUD)
1600 SAWGRASS CORPORATE PARKWAY, SUITE
SUNRISE, FL 33323

PROJECT DESCRIPTION: CONCEPTUAL APPROVAL OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 121.30 ACRE RESIDENTIAL DEVELOPMENT KNOWN AS ATLANTIC COMMONS PUD. IN ADDITION, AUTHORIZATION FOR EXCAVATION OF LAKES, SITE CLEARING AND GRADING AND CONTROL STRUCTURE INSTALLATION.

PROJECT LOCATION: PALM BEACH COUNTY, SECTION 16,17 TWP 46S RGE 42E

PERMIT DURATION: See Special Condition No:1. See attached Rule 40E-4.321, Florida Administrative Code.

This Permit is issued pursuant to Application No. 051107-11, dated August 9, 2005. Permittee agrees to hold and save the South Florida Water Management District and its successors harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance or use of activities authorized by this Permit. This Permit is issued under the provisions of Chapter 373, Part IV Florida Statutes (F.S.), and the Operating Agreement Concerning Regulation Under Part IV, Chapter 373 F.S., between South Florida Water Management District and the Department of Environmental Protection. Issuance of this Permit constitutes certification of compliance with state water quality standards where necessary pursuant to Section 401, Public Law 92-500, 33 USC Section 1341, unless this Permit is issued pursuant to the net improvement provisions of Subsections 373.414(1)(b), F.S., or as otherwise stated herein.

This Permit may be transferred pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-1.6107(1) and (2), and 40E-4.351(1), (2), and (4), Florida Administrative Code (F.A.C.). This Permit may be revoked, suspended, or modified at any time pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.351(1), (2), and (4), F.A.C.

This Permit shall be subject to the General Conditions set forth in Rule 40E-4.381, F.A.C., unless waived or modified by the Governing Board. The Application, and the Environmental Resource Permit Staff Review Summary of the Application, including all conditions, and all plans and specifications incorporated by reference, are a part of this Permit. All activities authorized by this Permit shall be implemented as set forth in the plans, specifications, and performance criteria as set forth and incorporated in the Environmental Resource Permit Staff Review Summary. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual, pursuant to the appropriate provisions of Chapter 373, F.S. and Sections 40E-4.361 and 40E-4.361, F.A.C.

In the event the property is sold or otherwise conveyed, the Permittee will remain liable for compliance with this Permit until transfer is approved by the District pursuant to Rule 40E-1.6107, F.A.C.

SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:

- SEE PAGES 2 - 3 OF 6 (19 SPECIAL CONDITIONS).
- SEE PAGES 4 - 6 OF 6 (19 GENERAL CONDITIONS).

SOUTH FLORIDA WATER MANAGEMENT
DISTRICT, BY ITS GOVERNING BOARD

On ORIGINAL SIGNED BY:

By ELIZABETH VEGUILLA
DEPUTY CLERK

SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on February 12, 2011.
 The construction phase of this permit shall expire on February 12, 2014.
2. Operation of the surface water management system shall be the responsibility of ATLANTIC COMMONS HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:
 - Basin: Southeast
 - 1-1' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
 Control elev : 16 feet NGVD 29.
 - Basin: Southwest
 - 1-.79' W X .83' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
 Control elev : 16 feet NGVD 29.
 - Basin: North
 - 1-1.21' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
 Control elev : 16 feet NGVD 29.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to

properly maintain the system may result in adverse flooding conditions.

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges, that pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. Minimum building floor elevation: BASIN: Southeast - 21.20 feet NGVD 29. BASIN: Southwest - 21.20 feet NGVD 29. BASIN: North - 21.30 feet NGVD 29.
14. Minimum road crown elevation: Basin: Southeast - 19.00 feet NGVD 29. Basin: Southwest - 19.00 feet NGVD 29. Basin: North - 19.00 feet NGVD 29.
15. In accordance with the work schedule in Exhibit 4, the permittee shall submit verification from the Florida Department of Environmental Protection (FDEP) that 2.76 freshwater herbaceous credit have been debited from the Loxahatchee Mitigation Bank ledger as mitigation for this impact.
16. Activities associated with the mitigation plan(s) shall be completed in accordance with the work schedule attached as Exhibit 4. Any deviation from this time frame will require prior approval from the District's Environmental Resource Compliance staff. Such requests must be made in writing and shall include (1) reason for the change, (2) proposed start/finish and/or completion dates; and (3) progress report on the status of the project development or mitigation effort.
17. Silt screens, hay bales, turbidity screens/barriers or other such sediment control measures shall be utilized during construction. The selected sediment control measures shall be installed prior to the commencement of construction in accordance with Exhibit 2 and shall remain in place until all adjacent construction is completed. All areas shall be stabilized and vegetated immediately after construction to prevent erosion into surface waters.
18. All contractors must be provided with a copy of the staff report and permit conditions prior to the commencement of construction. The permittee is responsible for ensuring that all contractors adhere to the project construction details and methods indicated on the attached permit Exhibits and described herein.
19. Grass seed, sod or mulch shall be installed and maintained on exposed areas within 48 hours of completing final grade, and at other times as necessary, to prevent erosion, sedimentation or turbid discharge into adjacent waters and for wetlands.

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GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved

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responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

NOT A CERTIFIED COPY

ENVIRONMENTAL RESOURCE PERMITS CHAPTER 40E-4 (01/07)

40E-4.321 Duration of Permits.

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C., is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. The effective date of the local government's comprehensive plan amendment,
2. The effective date of the local government development order,
3. The date on which the District issues the conceptual approval, or 4. The date on which the District issues a final order pertaining to the resolution of any Section 120.57, F.S., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, the construction phase authorizing construction, removal, alteration or abandonment of a system shall expire five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For an individual or standard general environmental resource permit, the operational phase of the permit is perpetual for operation and maintenance.

(e) For a noticed general permit issued pursuant to Chapter 40E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made by electronic mail at the District's e-Permitting website or in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. The Governing Board takes action on an application for extension of an individual permit, or
2. Staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to paragraph 40E-4.331(2)(b), F.A.C.(letter modifications) do not extend the duration of the permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific Authority 373.044, 373.113, 668.003, 668.004, 668.50 FS. Law Implemented 373.413, 373.416, 373.419, 373.426, 668.003, 668.004, 668.50 FS. History-New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4-20-94, 10-3-95, 5-28-00, 10-1-06.

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Last Date For Agency Action: 12-FEB-2009

INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: Atlantic Commons Pud
Permit No.: 50-08178-P
Application No.: 051107-11 **Associated File:** 051122-8 WU Concurrent
Application Type: Environmental Resource (Conceptual Approval And New Construction/Operation)
Location: Palm Beach County, S16,17/T46S/R42E
Permittee : Atlantic Commons Associates, Llp
Operating Entity : Property Owner'S Association
Project Area: 121.30 acres
Project Land Use: Residential
Drainage Basin: C-15
Receiving Body: LWDD E-2E Canal **Class:** CLASS III
Special Drainage District: Lake Worth Drainage District
Total Acres Wetland Onsite: 5.50
Total Acres Impacted Onsite : 5.50
Offsite Mitigation Credits-Mit.Bank: 2.76 Loxahatchee Mitigation Bank
Conservation Easement To District : No
Sovereign Submerged Lands: No

FINAL APPROVED BY GB

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WPB

PROJECT PURPOSE:

This application is a request for conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. In addition, the applicant is requesting construction authorization for the excavation of lakes, site clearing and grading and control structure installation. Staff recommends approval with conditions.

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PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The project site is located at the northeast corner of the intersection of Atlantic Avenue and the Florida Turnpike in unincorporated Palm Beach County (Exhibit 1). The site consists of agricultural lands that include row crops and ditches. The site also contains three (3) isolated wetland areas as described in the 'Wetlands' section below. There are no permitted surface water management facilities within the project area.

PROPOSED PROJECT:

This application is a request for the conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. The applicant also requests construction approval for the excavation of lakes, site clearing and grading, and the installation of the control structures. The proposed surface water management system will consist of inlets, culverts and nine (9) wet detention areas which will provide water quality treatment and attenuation prior to discharge to the LWDD E-2E Canal.

Construction of the project will adversely impact three (3) isolated wetland areas (a total of 5.1 acres of wetlands). Mitigation to off-set these impacts will be provided by the applicant's purchase of mitigation credits at the Loxahatchee Mitigation Bank as described in the 'Wetlands' section below.

LAND USE:

In the following table, "other" represents 5.75 acres of contributory drainage area from West Atlantic Boulevard into the Southeast Basin of this project.

**Construction:
Project:**

	This Phase	Total Project	
Building Coverage		21.76	acres
Lake	14.08	14.08	acres
Lake Bank	7.46	7.46	acres
Other		5.75	acres
Pavement		28.22	acres
Pervious		44.03	acres
Total:	21.54	121.30	

Basin : North Basin

	This Phase	Total Basin	
Building Coverage		11.19	acres
Lake	5.34	5.34	acres
Lake Bank	3.25	3.25	acres
Pavement		14.90	acres
Pervious		16.44	acres

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Basin : North Basin

	This Phase	Total Basin
Total:	8.59	51.12

Basin : Southeast Basin

	This Phase	Total Basin	
Building Coverage		5.92	acres
Lake	5.39	5.39	acres
Lake Bank	3.01	3.01	acres
Other		5.75	acres
Pavement		8.18	acres
Pervious		14.23	acres
Total:	8.40	42.48	

Basin : Southwest Basin

	This Phase	Total Basin	
Building Coverage		4.65	acres
Lake	3.35	3.35	acres
Lake Bank	1.20	1.20	acres
Pavement		5.14	acres
Pervious		13.36	acres
Total:	4.55	27.70	

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit for the area.

Discharge Storm Frequency : 25 YEAR-3 DAY

Design Rainfall : 14 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NGVD 29)
Southeast Basin	4.63	Discharge Formula	4.4	20.06
Southwest Basin	3.03	Discharge Formula	3	21
North Basin	5.6	Discharge Formula	5.5	20.3

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY

Design Rainfall : 18 inches

Basin

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Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Finished Floors (ft, NGVD 29)	FEMA Elevation (ft, NGVD 29)
Southeast Basin	21	21.2	N/A
Southwest Basin	21	21.2	N/A
North Basin	21.2	21.3	N/A

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 5 YEAR-1 DAY Design Rainfall: 8 inches

Basin	Peak Stage (ft, NGVD 29)	Proposed Min. Road Crown (ft, NGVD 29)
Southeast Basin	18.47	19
Southwest Basin	18.47	19
North Basin	18.95	19

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NGVD 29)	WSWT Ctrl Elev (ft, NGVD 29)	Method Of Determination
Southeast Basin	42.48	16	16.00	Adjacent Canal Control Elevation
Southwest Basin	27.70	16	16.00	Adjacent Canal Control Elevation
North Basin	51.12	16	16.00	Adjacent Canal Control Elevation

Receiving Body :

Basin	Str.#	Receiving Body
Southeast Basin	CS-1	LWDD E-2E Canal
Southwest Basin	CS-2	LWDD E-2E Canal
North Basin	CS-3	LWDD E-2E Canal

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NGVD 29)

Basin	Str#	Count	Type	Width	Height	Length Dia.	Invert Angle	Invert Elev.
North Basin	CS-3	1	Triangular Orifice	1.21'	1'			16
Southeast Basin	CS-1	1	Triangular Orifice	1'	1'			16
Southwest Basin	CS-2	1	Triangular Orifice	.79'	.83'			16

WATER QUALITY :

The required water quality treatment (2.5" times percent impervious) will be provided in nine (9) wet detention areas prior to discharge into the LWDD E-2E canal.

To ensure that proposed construction activities do not degrade adjacent surface waters, the applicant will install and maintain temporary silt fences around the limits of construction in accordance with Exhibit 2, and as stipulated in the special conditions of this permit. The temporary erosion control barriers will

be installed prior to and will be removed upon completion of construction activities.

No adverse water quality impacts are anticipated as a result of the proposed project.

Basin	Treatment Method	Vol Req.d (ac-ft)	Vol Prov'd
Southeast Basin	Treatment Wet Detention	3.58	3.58
Southwest Basin	Treatment Wet Detention	2.31	2.31
North Basin	Treatment Wet Detention	4.59	4.59

WETLANDS:

The project site contains a total of 5.1 acres of degraded freshwater wetlands which consist of 4.4 acres of willow-dominated wetlands, 0.7 acre of exotic wetland hardwoods and 0.4 acre of freshwater marsh (Exhibit 3, page 1 of 2). These wetlands are poor quality as a result of adjacent surrounding agricultural practices and altered hydrology associated with regional water management practices.

Wetland Impacts:

The project will directly impact all 5.1 acres of on-site degraded wetlands.

Based upon Section 4.2.2.1 of the Basis of Review for Environmental Resource Permit Applications, wetland mitigation is not required to offset adverse impacts to isolated wetland areas that are less than one-half acre in size. Therefore, no wetland protection or mitigation requirements are required for the 0.4 acre freshwater marsh wetland.

Based upon the degraded condition of the 4.4 acre willow-dominated wetlands and 0.7 acre of exotic wetland hardwoods, the location of these wetlands in the existing agricultural landscape and within the proposed development landscape, and the reduced ecological value that these wetlands currently provide to fish and wildlife, staff determined that project modifications to preserve these wetlands would not result in enhanced ecological benefits to fish and wildlife, and therefore, modifications were not considered practicable.

Mitigation Proposal:

As compensation for direct impacts to 5.1 acres of freshwater wetlands, the applicant proposes to purchase 2.76 freshwater herbaceous wetland credits from the Loxahatchee Mitigation Bank. The number of credits to be purchased was determined based on a functional assessment evaluation of the on-site wetlands using the same methodology (Wetland Rapid Assessment Procedure) as that used to determine the credit allocation for the mitigation bank and applying a 15% increase adjustment to the number of mitigation credits necessary to off-set functional impacts to account for time lag and risk involved in the goals being achieved for the mitigation bank. A copy of District staff's mitigation credit calculations are contained in the District permit file.

A letter of reservation from a representative of the mitigation bank confirming that the 2.76 freshwater herbaceous credits have been reserved for this project is provided in Exhibit 3, page 2 of 2. Pursuant to Exhibit 4 and as stipulated in the special conditions of this permit, no later than April 12, 2009 and prior to the commencement of any wetland impacts associated with the proposed project construction, the permittee will submit verification that the specified number of credits have been debited from the Loxahatchee Mitigation Bank ledger for this project by the Florida Department of Environmental

UNPLANNED OBSERVATIONS LIST 1/13/01

Protection.

Cumulative Impact Assessment:

The proposed off-site mitigation site at the Loxahatchee Mitigation Bank is located within the same basin as the proposed wetland impacts. Therefore, pursuant to Rule 4.2.8 of the Basis of Review, the project will not result in adverse cumulative wetland impacts to the basin in which the wetland impacts are proposed.

Wetland Inventory :

CONSTRUCTION NEW -Wetland Impacts

Site Id	Site Type	Pre-Development				Post-Development						
		Pre Fluccs	AA Type	Acreage (Acres)	Current Wo Pres	With Project	Time Lag (Yrs)	Risk Factor	Pres. Adj. Factor	Post Fluccs	Adj Delta	Functional Gain / Loss
1	ON 617	Direct		4.40							.000	.000
2	ON 619	Direct		.70							.000	.000
3	ON 641	Direct		.40							.000	.000
Total:				5.50								.00

<u>Fluuccs Code</u>	<u>Description</u>
617	Mixed Wetland Hardwoods
619	Melaleuca - Brazilian Pepper - Exotics Hardwoods
641	Freshwater Marshes

MITBANK		Loxahatchee Mitigation Bank	
Type Of Credits		Number Of Credits	
		Mitigation Bank Cr Used	
Fresh Water Herbaceous		2.76	
Total:		2.76	

Wildlife Issues:

The wetlands at the project site do not contain preferred habitat for wetland-dependent endangered or threatened wildlife species or species of special concern and submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies'

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requirements if, in the future, endangered/threatened species or species of special concern are discovered on the site.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

APPROVED FOR CONSTRUCTION 12/09/11 JA

RELATED CONCERNS:

Water Use Permit Status:

A Water Use application for dewatering activities (Application No. 051122-8) has been submitted to the District and is being processed for this project.

The applicant will submit a Water Use application for landscape irrigation when the Environmental Resource Permit application for construction is submitted in the future.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation, unless the work qualifies for a No-Notice Short-Term Dewatering permit pursuant to Chapter 40E-20.302(3) or is exempt pursuant to Section 40E-2.051, FAC.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

Palm Beach County Water Utilities

Waste Water System/Supplier:

Palm Beach County Water Utilities

Right-Of-Way Permit Status:

A Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources or that the proposed activities could cause adverse impacts to archaeological or historical resources.

This permit does not release the permittee from compliance with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

DCA/CZM Consistency Review:

The District has not received a finding of inconsistency from the Florida Department of Environmental Protection or other commenting agencies regarding the provisions of the federal Coastal Zone Management Plan.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

01/16/09 11:13 AM

STAFF RECOMMENDATION:

The Staff recommends that the following be issued :

Conceptual approval of a surface water management system to serve a 121.30 acre residential development known as Atlantic Commons PUD. In addition, the applicant is requesting authorization for excavation of lakes, site clearing and grading and control structure installation.

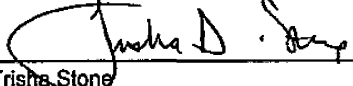
Based on the information provided, District rules have been adhered to.

Staff recommendation is for approval subject to the attached General and Special Conditions.

STAFF REVIEW:

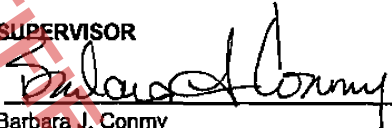
NATURAL RESOURCE MANAGEMENT APPROVAL

ENVIRONMENTAL EVALUATION



Trisha Stone

SUPERVISOR



Barbara J. Conmy

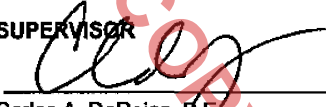
SURFACE WATER MANAGEMENT APPROVAL

ENGINEERING EVALUATION




Joseph D. Santangelo

SUPERVISOR



Carlos A. DeRojas, P.E.

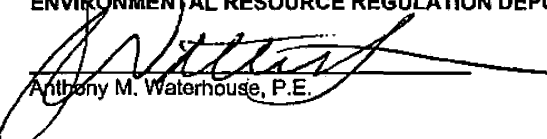
ENVIRONMENTAL RESOURCE PERMITTING DIVISION DIRECTOR :



Anita R. Bain

DATE: 1/16/09

ENVIRONMENTAL RESOURCE REGULATION DEPUTY DEPARTMENT DIRECTOR :



Anthony M. Waterhouse, P.E.

DATE: 1/23/09

GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to be in compliance with the permitted plans and specifications; and the entity

CANNED FOR REPRODUCTION FOR 03/14

GENERAL CONDITIONS

approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

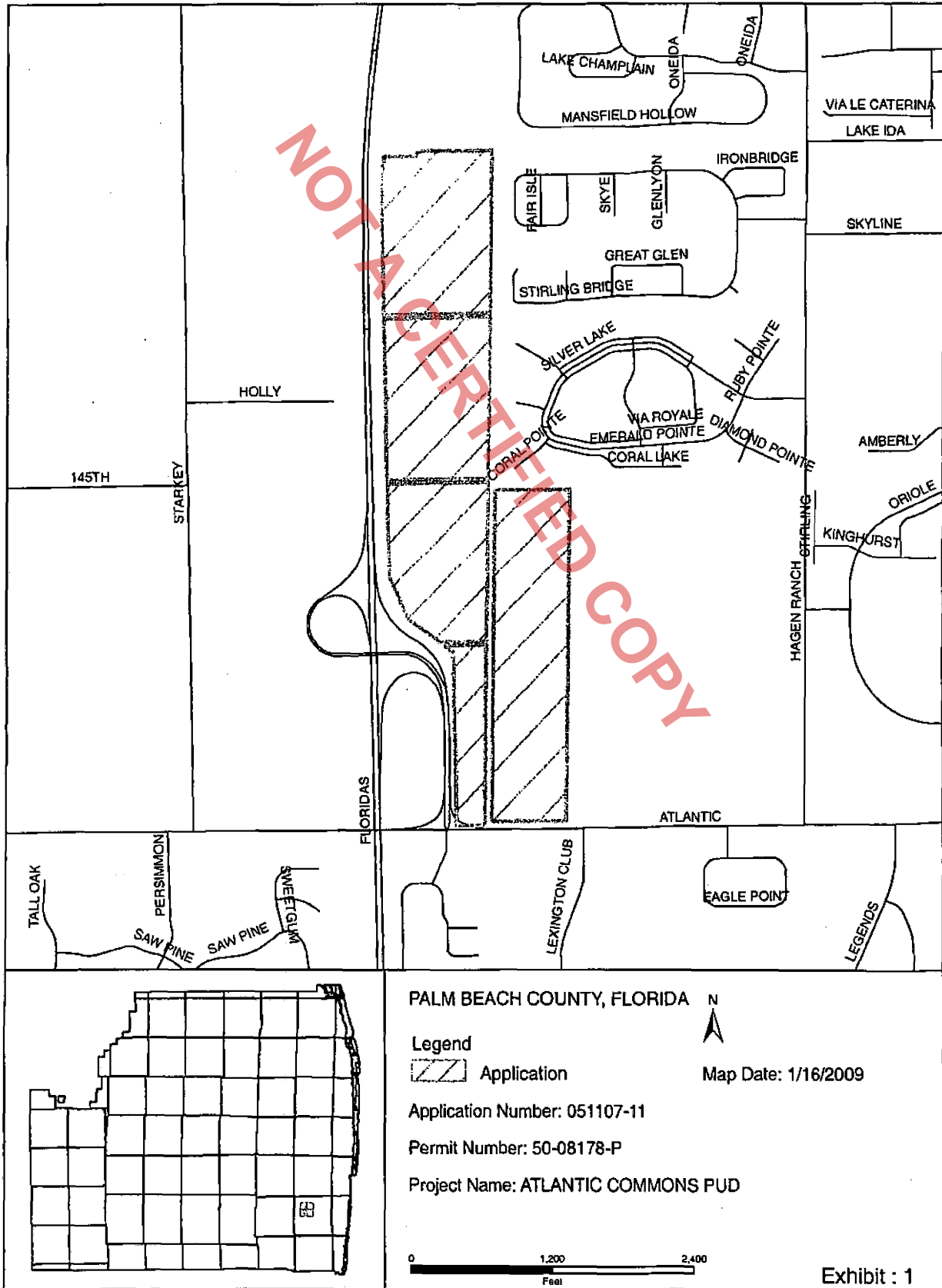
- 8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.
- 9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
- 10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
- 11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
- 12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
- 13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
- 14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal,

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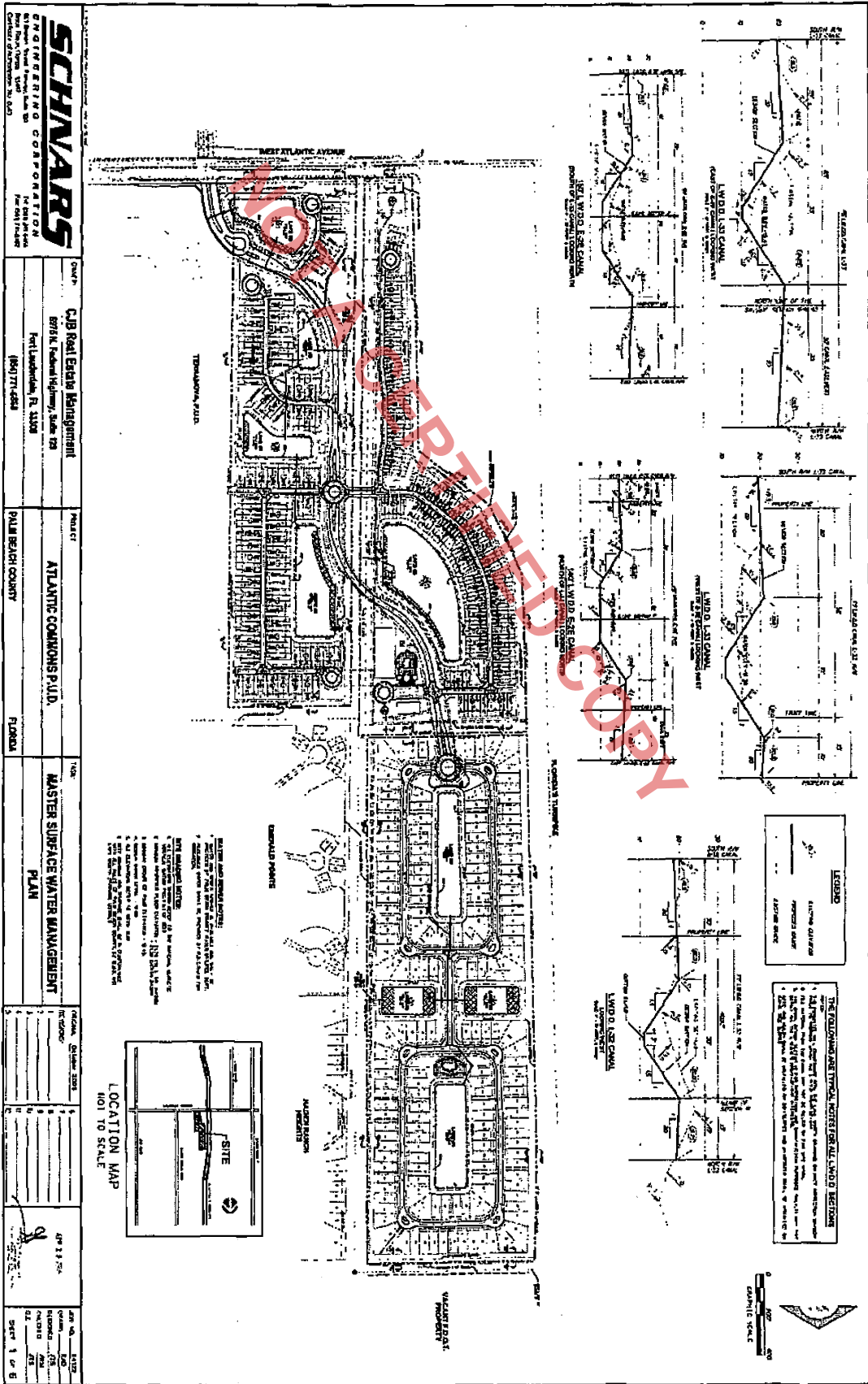
SPECIAL CONDITIONS

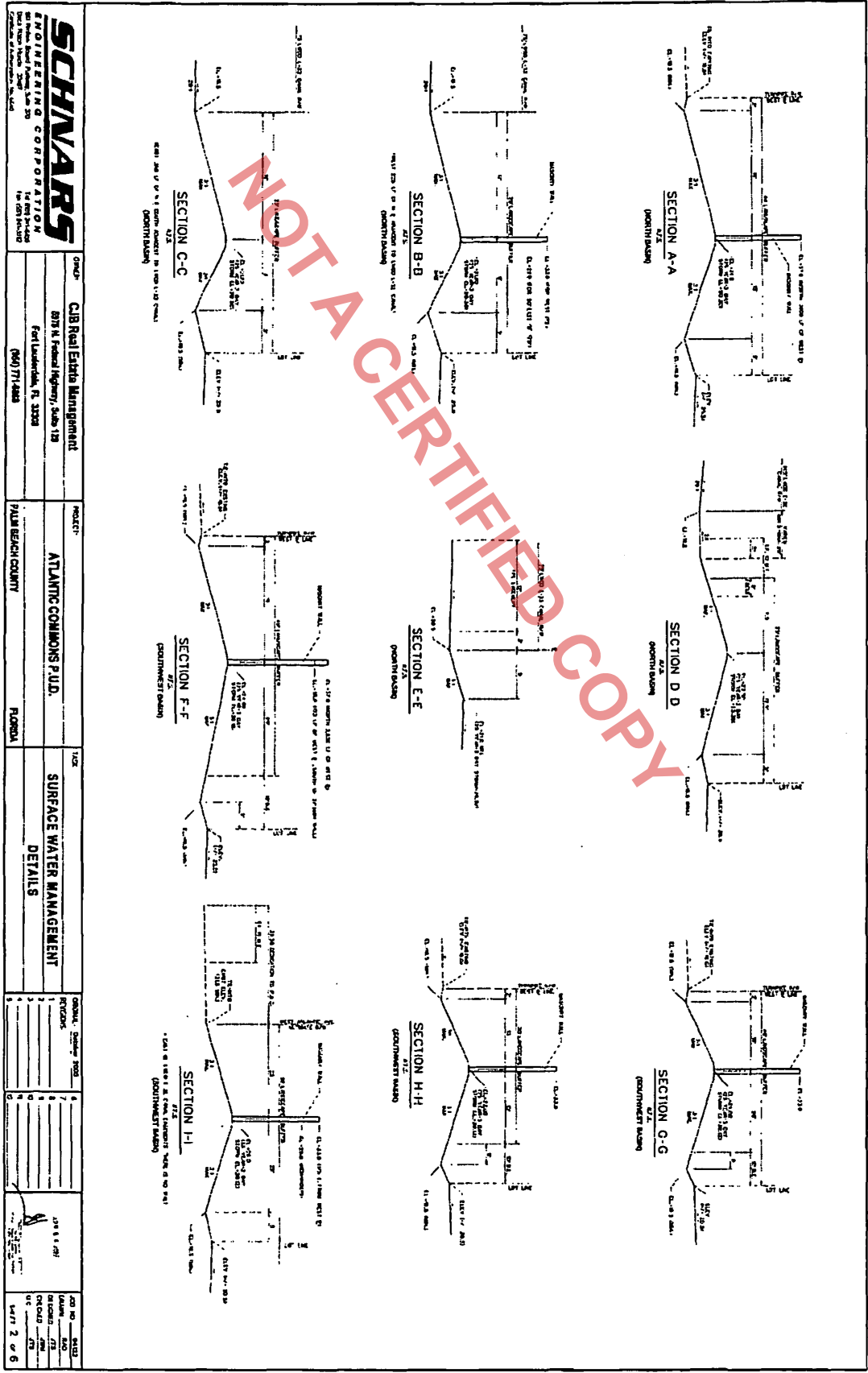
1. The conceptual phase of this permit shall expire on February 12, 2011.
The construction phase of this permit shall expire on February 12, 2014.
2. Operation of the surface water management system shall be the responsibility of ATLANTIC COMMONS HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:
 - Basin: Southeast
 - 1-1' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.
 - Basin: Southwest
 - 1-.79' W X .83' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.
 - Basin: North
 - 1-1.21' W X 1' H TRIANGULAR ORIFICE with invert at elev. 16' NGVD 29.
 - Receiving body : LWDD E-2E Canal
Control elev : 16 feet NGVD 29.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

SCANNED 05/29/2009 13:28 W.F. 62557 000262700 00000000

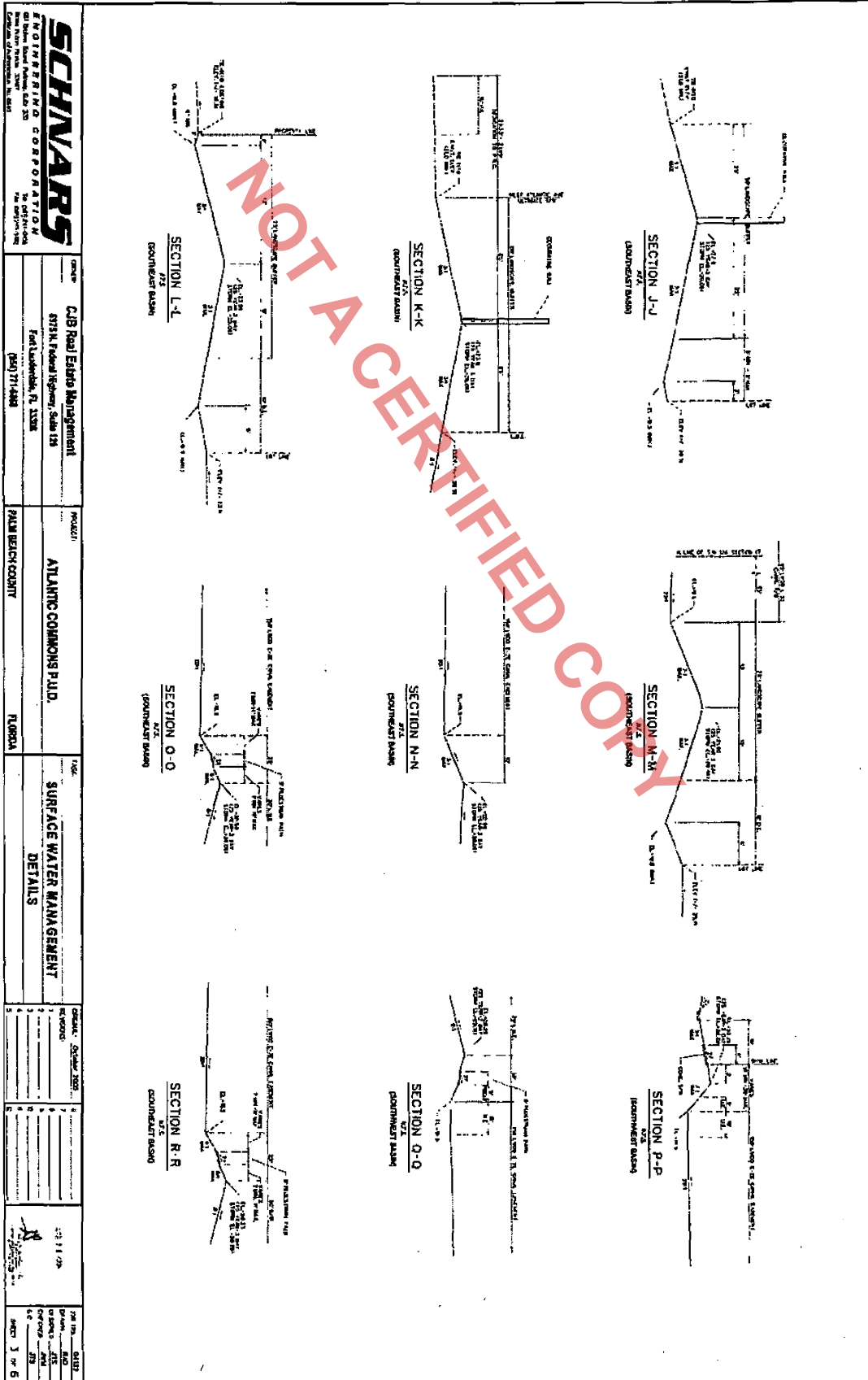


DRAWING NO. 26923-010-11-02-1A





SCHWARS ENGINEERING CORPORATION 1400 N. W. 10th Street Fort Lauderdale, FL 33304 (954) 771-1400		OWNER CIB Real Estate Management 6075 N. Federal Highway, Suite 110 Fort Lauderdale, FL 33308 (954) 771-1400	PROJECT ATLANTIC COMMONS P.U.D. PALM BEACH COUNTY FLORIDA	TITLE SURFACE WATER MANAGEMENT DETAILS	SHEET NO. 0511 DATE 03/11/11	SHEET 2 OF 6
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		CUB Road Erosion Management 6715 N. Federal Highway, Suite 675 Fort Lauderdale, FL 33308 (954) 771-4400		PRODUCT ATLANTIC COMMONS P.L.D. PALM BEACH COUNTY FLORIDA		TITLE SURFACE WATER MANAGEMENT DETAILS		DATE: October 2008		DRAWN BY: [Signature]		CHECKED BY: [Signature]		DATE: 11/10/09		SCALE: AS SHOWN	
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Exhibit 2

PROPOSED CONTROL STRUCTURE NO. 1
(PORTN/ART POSE)

PROPOSED CONTROL STRUCTURE NO. 2
(PORTN/ART POSE)

PROPOSED CONTROL STRUCTURE NO. 3
(PORTN/ART POSE)

SECTION S-S
SECTION T-T
TYPE A LOT GRADING

SCHNARS ENGINEERING CORPORATION
 601 South Street, Suite 200
 Philadelphia, PA 19106
 Tel: 215-592-1100

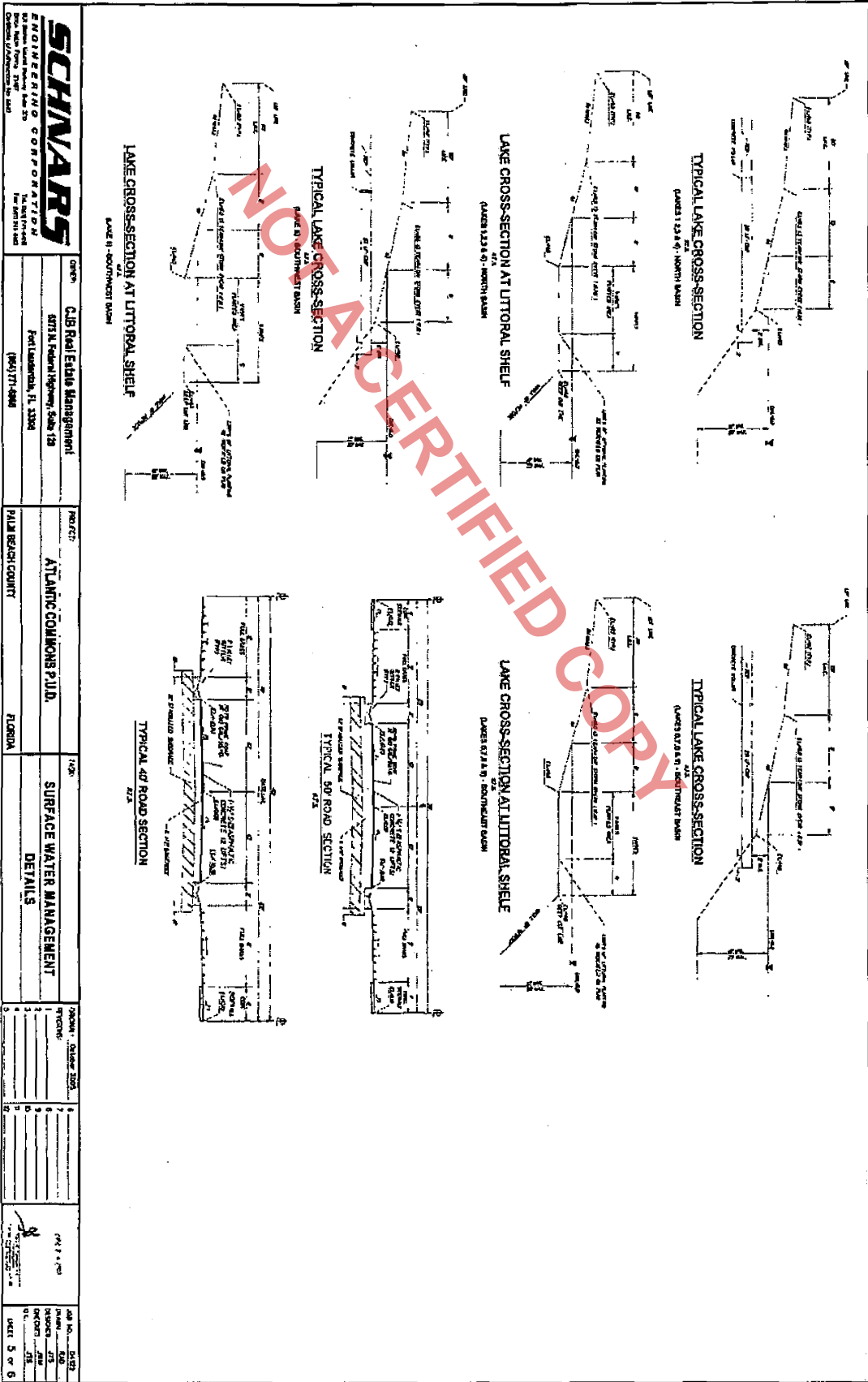
PROJECT: ATLANTIC COMMONS PUD
 Port Limestone, PA, 15088
 (610) 771-1888

DATE: 10/20/11

SCALE: 1" = 10'-0"

PROJECT NO.: 051107-11

DATE: 11/11/11



SCHWARTZ ENGINEERING CORPORATION 601 South Orange Avenue, Suite 200 Fort Lauderdale, Florida 33301 Phone: (954) 771-0888 Fax: (954) 771-0888	CLIENT: City of Fort Lauderdale 5000 Fort Lauderdale Blvd. SW Fort Lauderdale, FL 33304 (954) 771-0888	PROJECT: ATLANTIC COMMONS P.U.D. FALM BEACH COUNTY	TITLE: SURFACE WATER MANAGEMENT DETAILS	DRAWN: October 2005 CHECKED: _____ DATE: _____	SHEET: 3 of 6
	PROJECT: ATLANTIC COMMONS P.U.D. FALM BEACH COUNTY	TITLE: SURFACE WATER MANAGEMENT DETAILS	DRAWN: October 2005 CHECKED: _____ DATE: _____	SHEET: 3 of 6	

COMPILED FOR THE RECORD BY THE STATE

SCHWARS
ENGINEERING CORPORATION
1100 South Orange Avenue
Suite 1000
Orlando, Florida 32814
Phone: (407) 241-1111
Fax: (407) 241-1112

CLIENT: CJB Real Estate Management
KITA Federal Highway, Suite 120
Fruitlandville, FL 32834
(407) 771-4400

PROJECT: ATLANTIC COMMONS P.L.D.
PALM BEACH COUNTY
FLORIDA

TITLE: CONSTRUCTION PERIOD EROSION,
SEDIMENTATION AND DUST CONTROL PLAN

DATE: 1/17/2013

SCALE: 1" = 30'

FIG. NO.: 5 of 6

COPYRIGHT CERTIFIED COPY

REVISIONS:

NO.	DATE	DESCRIPTION
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APPROVED:

PROJECT ENGINEER

REGISTERED PROFESSIONAL ENGINEER
No. 12345
State of Florida

LOCATION MAP: NOT TO SCALE

SCALE: GRAPHIC SCALE

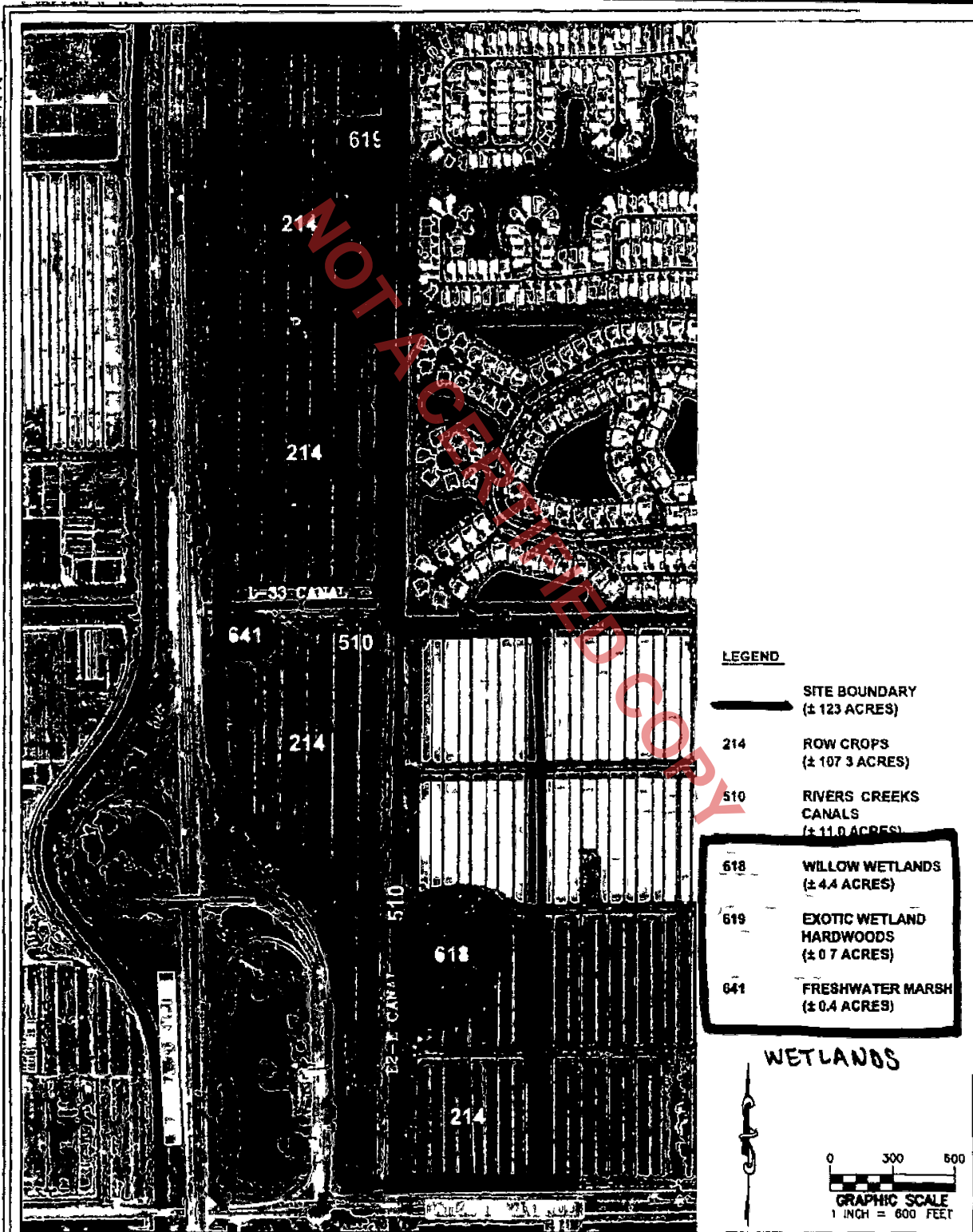
LOCATION MAP: NOT TO SCALE

LEGEND:

- EXISTING IMPROVEMENTS
- PROPOSED IMPROVEMENTS
- CONSTRUCTION PERIOD EROSION, SEDIMENTATION AND DUST CONTROL MEASURES

NOTES:

- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA CONSTRUCTION CODE AND THE LATEST EDITIONS OF THE FLORIDA EROSION CONTROL CODE.
- ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE FLORIDA CONSTRUCTION CODE AND THE LATEST EDITIONS OF THE FLORIDA EROSION CONTROL CODE.
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Application No 051107-11, EXHIBIT 3, Page 1 of 2

Coordinate System: NAD FLORIDA STATE PLANE 1983

Project/Job No:
04 00178
Year/Rev/Issue:
46/42/17
Date Drawn:
07/20/05

MILLER LEGG
Palm Beach Office: 2005 Via Parkway, Suite 100
West Palm Beach, Florida 334 7715
561-426-23 Fax 561-426-00
www.millerlegg.com

ATLANTIC COMMONS
MI/HOMES TURNPIKE/ATLANTIC AVE
DELRAY BEACH FLORIDA

FIGURE 6
EXISTING
FLUCCS
MAP

SCANNED 02/26/2009 11:28 AM



TETRA TECH

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NOV 24 2008

NOT A CERTIFIED COPY

October 15, 2008

Anthony LoFurno
G.L. Homes
1600 Sawgrass Corporate Parkway
Suite 230
Sunrise, FL 33323

Subject: Loxahatchee Mitigation Bank
Executed Credit Sales Contract #1126
Project: Atlantic Commons

Dear Mr. LoFurno:

This letter serves as confirmation that you have executed a contract with Tetra Tech EC, Inc. for the reservation of 2.76 freshwater herbaceous wetland credits at the Loxahatchee Mitigation Bank for your project known as Atlantic Commons, located in Palm Beach County, Florida.

Enclosed for your records is your original of the executed Contract No. 1126 for Sale of Mitigation Credits and your original executed Addendum to Contract. Also enclosed is a signed receipt indicating that you have paid to Tetra Tech EC, Inc. the contract deposit amount.

Please keep in mind the dates of April 10, 2009 and April 24, 2009, respectively, by which time you should have paid the balance, and received your permits from the SFWMD and Corps, and notified Tetra Tech EC, Inc. to initiate the transfer of credits to your project.

We truly appreciate your business. Should you have questions concerning the attached documents or other matters related to this transaction, please contact me at (772) 781-3414.

Sincerely,

Kristin K. Bennett
Project Development and Management

Enclosures

Application No. 051107-11, EXHIBIT 3, Page 2 of 2



www.ttfwi-lmb.com

759 South Federal Highway, Suite 100, Stuart, FL 34994
Tel 772.781.3400 Fax 772.781.3411

www.tteci.com



South Florida Water Management District
Work Schedule Requirements

Application No : 051107-11

Page 1 of 1

Mitigation Plan ID: LOX MITIG BANK
Activity

Due Date

SUBMIT VERIFICATION OF DEBIT OF MITIGATION BANK CREDITS

12-APR-09

NOT A CERTIFIED COPY

Exhibit No : 4

SEARCHED INDEXED SERIALIZED FILED APR 12 2009 11 39 AM

FORWARDED TO THE BOARD OF COUNTY COMMISSIONERS

STAFF REPORT DISTRIBUTION LIST

ATLANTIC COMMONS PUD

Application No: 051107-11

Permit No: 50-08178-P

INTERNAL DISTRIBUTION

- X Joseph D. Santangelo - 4220
- X Trisha Stone - 4220
- X Carlos A. DeRojas, P.E. - 4220
- X Barbara J. Conmy - 4220
- X A. Bain - 4220
- X A. Waterhouse - 4220
- X ERC Engineering - 4230
- X ERC Environmental - 4230
- X H. Bittaker, PBCSC - 6890
- X J. Golden - 4210
- X Permit File

GOVERNING BOARD MEMBERS

- Mr. Charles J Dauray
- Mr. Eric Buermann
- Mr. Michael Collins
- Mr. Patrick Rooney, Jr.
- Mr. Paul C Huck, Jr.
- Mr. Robert Montgomery
- Ms. Melissa Meeker
- Ms. Shannon A. Estenoz

EXTERNAL DISTRIBUTION

- X Permittee - Atlantic Commons Associates, Llp
- X Applicant - Atlantic Commons Associates, Llp
- X Engr Consultant - Schnars Engineering Corp

GOVERNMENT AGENCIES

- X Div of Recreation and Park - District 7 - FDEP
- X Indian Trail Improvement District
- X Lake Worth Drainage District
- X Palm Beach County - Building Div
- X Palm Beach County - Environmental Res Management
- X Palm Beach County - Health Dept Environmental Health & Engineering
- X Palm Beach County - Land Development Div
- X Palm Beach County - School Board Growth Mgmt
- X Palm Beach County Engineer

OTHER INTERESTED PARTIES

- X Alexandria Larson 16933 W. Harlena Drive
- X Rosa Durando
- X Tetra Tech - Kristin Bennett
- X Water Catchment Area Advisory Committee - Ed Dailey

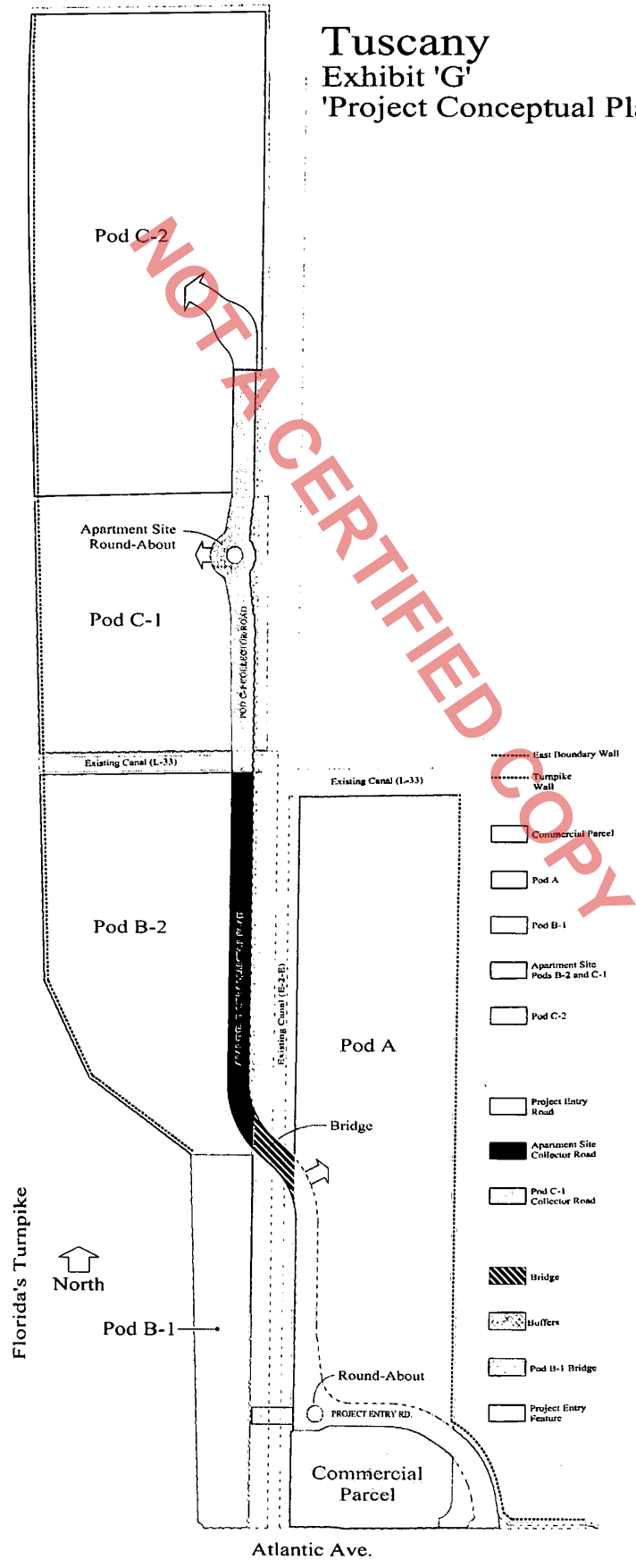
EXHIBIT G

Project Conceptual Plan

[See Attached 1 Page]

NOT A CERTIFIED COPY

Tuscany Exhibit 'G' 'Project Conceptual Plan'



NOT A CERTIFIED COPY

JOINER AND CONSENT OF OWNERS OF APARTMENT SITE

The undersigned, FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company, and FC ATLANTIC COMMONS PHASE II, LLC, a Florida limited liability company, being the collective owners of the property comprising the Apartment Site (as defined in the foregoing Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany), do hereby join in and consent to the execution and recording of the Amended and Restated Declaration of Covenants, Restrictions and Easements for Tuscany to which this Joinder and Consent is attached.

Signed, sealed and delivered in the presence of:

FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company

By: FC Land Development Co., a Florida corporation, its manager

Hassan Gohari
Print Name: HASSAN GOHARI

By: [Signature]
Name: JUAN C. PORRO
Title: Vice President

Suzanne W. Dodd
Print Name: Suzanne W. Dodd

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 9th day of July, 2014, 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 JUAN C. PORRO, as Vice President of FC Land Development Co., a Florida corporation, the manager of FC ATLANTIC COMMONS PHASE I, LLC, a Florida limited liability company, on behalf of such companies. ~~She~~/He is personally known to me or produced _____ as identification.



[Signature]
Notary Public, State of Florida

DENISE G SINGLETON
Typed, Printed or Stamped Name of Notary Public

My Commission Expires:

JOINDER AND CONSENT OF OWNERS OF APARTMENT SITE
 (continued)

Signed, sealed and delivered in
 the presence of:

FC ATLANTIC COMMONS PHASE II,
 LLC, a Florida limited liability company

By: FC Land Development Co., a Florida
 corporation, its manager

Hassan - 9/25/14
 Print Name: HASSAN (GOHAR)

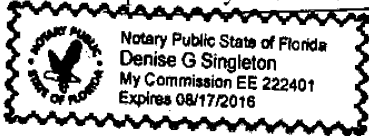
Suzanne W. Dodd
 Print Name: Suzanne W. Dodd

By: [Signature]
 Name: JUAN C. PORRO
 Title: Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
 COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 9th day of July, 2014, 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 JUAN C PORRO, as Vice President of FC Land Development Co., a Florida corporation, the manager of FC ATLANTIC COMMONS PHASE II, LLC, a Florida limited liability company, on behalf of such companies. She/He is personally known to me or produced _____ as identification.



[Signature]
 Notary Public, State of Florida

DENISE G SINGLETON
 Typed, Printed or Stamped Name of Notary Public

My Commission Expires: