

**TUSCANY ASSOCIATION, INC.
APPLICATION FOR SALE/LEASE APPROVAL**

1. THIS APPLICATION MUST BE COMPLETED IN DETAIL AND IN FULL BY THE PROPOSED BUYER OR LESSEE AND RETURNED TO:

**C/O TRAK PROPERTY MANAGEMENT
751 Park of Commerce Drive Suite 116
Boca Raton, FL 33487
561-245-4444 OFFICE 561-245-4447 FAX**

APPLICATION INSTRUCTIONS

2. Please read the enclosures in full. You must initial every page and return the entire package. Please be sure to make copies of this application for your records. No one may move in or have a closing without the specific approval of the Association.
3. Timing; all applicants must allow thirty (30) days from the date of submission of the application prior to the desired "move-in" or closing date. Failure to submit the application in full or missing any requirements may delay further.
4. Sales Contract or Lease: A copy of the signed sales contract or signed lease must accompany the application when submitted for approval.
5. PLEASE ATTACH THE FOLLOWING FEES:
A. NON-REFUNDABLE APPLICATION FEE OF \$100.00 PER APPLICATION PAYABLE TO TUSCANY ASSOCIATION INC.
B. A \$50.00 PROCESSING FEE PAYABLE TO TRAK PROPERTY MANAGEMENT.
6. Other; Sign and return "Application Information" and "Statement of Understanding" along with the signed contract and the application fees to TRAK Property Management. Initial the bottom of every page of the application and make a copy for your records.
7. A copy of valid driver's license or other picture identification must be attached for each person who will be residing in the house.

You or your closing agent will receive a written approval and an estoppel letter (assuming all indebtedness to the Association has been satisfied) from Tuscany Association Inc.

TUSCANY ASSOCIATION INC.
C/O TRAK PROPERTY MANAGEMENT
751 Park of Commerce Drive Suite 116
Boca Raton, FL 33487
561-245-4444 OFFICE 561-245-4447 FAX

ADDRESS: _____ **DATE** _____

NAME OF PURCHASER: _____

Seller must provide the buyer the following items prior to closing:

Tuscany HOA Documents

Seller must provide the buyer the following items at closing:

2 Master Keys (for pools and tennis courts)

2 fobs (for gates and clubhouse doors)

2 Garage door openers in working condition (for house)

2 ADT fobs

Seller of Property: _____

Signature

**TUSCANY ASSOCIATION INC.
C/O TRAK PROPERTY MANAGEMENT
751 Park of Commerce Drive Suite 116
Boca Raton, FL 33487
561-245-4444 OFFICE 561-245-4447 FAX**

STATEMENT OF UNDERSTANDING

IS THIS A SALE OR LEASE: _____

CLOSING DATE: _____ LEASE TERM: _____

PROPERTY ADDRESS TO BE PURCHASED OR LEASED:

The undersigned affirm(s) the following;

All information provided on or with this application is true and complete.

We (I) have read, understand and agree to abide by the recorded documents and the Rules and Regulations of Tuscany Association Inc. and Coral Lakes Association, Inc (Master) and promulgated by the Board of Directors will apply to us.

In the case of a lease, the owner of the house understands that he/she is fully responsible for repairing any damage caused by the tenant either to the exterior of the leased premises, the common areas of Tuscany Association, Inc. the clubhouse and any other common area of Coral Lakes Association, Inc.

Signature of Purchaser (Lessee) _____ Date _____

Signature of Purchaser (Lessee) _____ Date _____

If you are not a full time resident:

Permanent Address: _____

Permanent/Alternant Phone Number _____

APPLICATION FOR LEASE/SALE

PLEASE PRINT OR TYPE

ADDRESS OF UNIT FOR SALE OR LEASE:

APPLICANT (S):

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

PLEASE ATTACH COPY OF DRIVER'S LICENSE OR PICTURE ID & VEHICLE REGISTRATION

OCCUPANT (S): (if different from applicant)

NAME: _____ DATE OF BIRTH: _____

NAME: _____ DATE OF BIRTH: _____

PLEASE ATTACH COPY OF DRIVER'S LICENSE OR PICTURE ID & VEHICLE REGISTRATION

The undersigned certify that the above-stated information is true and correct.

APPLICANT SIGNATURE: _____

DATE: _____

APPLICANT SIGNATURE: _____

DATE: _____

RULES AND REGULATIONS
TUSCANY ASSOCIATION, INC.

Page 1 of 3 Pages

The definitions contained in the Declaration of Protective Covenants, Restrictions and Easements for Tuscany at Coral Lakes ("Declaration") are incorporated herein as part of the Rules and Regulations "(Rules)".

A unit shall not be occupied by more than two persons per bedroom on a permanent basis. Commercial solicitations are prohibited. No business shall be conducted in any dwelling unit requiring customer/client visiting said premises.

No portable storage, temporary, or accessory building, shed, or tent may be erected, constructed or located on any lot. Barbeques may only be located at the rear of the property.

No owner, subcontractor, or any other person shall do anything to adversely affect the surface water management and drainage on said property.

No personal articles shall be allowed to stand overnight on the Association Property or external area of any Dwelling Unit.

NO plastic or artificial flowers/plants on the exterior of any house.

Vehicles shall not be parked on the streets overnight and shall not be parked on swale areas. Parking is on the even side of the street on even months and on the odd side on odd months. Any legal vehicle and/or trailer and boat are permitted as long as they fit and are kept within the totally enclosed garage. The driving speed limit for Tuscany is 15MPH.

No owner shall make or permit any noise that will disturb or annoy the occupant of any other Dwelling Units nor do or permit anything to be done which will interfere with the rights, comfort, and convenience of other owners.

Each owner shall keep his Dwelling Unit and Lot in good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown any debris from the doors or windows thereof.

All plant(s) planted on neighbors fence must be a minimum of 18 inches from fence and maintained by plant(s) owner unless Board signs and agrees to maintenance.

Mailboxes must be free of any and all plants. No hanging plants or beds surrounding mailbox post will be permitted.

Each owner who plans to be absent from his Dwelling Unit during the hurricane season must prepare his Dwelling Unit prior to his departure by: (a) Removing all furniture, potted plants and other movable objects from the outside of this Dwelling Unit, and (b) Designating a responsible firm or individual satisfactory to the Association to care for his Dwelling Unit should the Dwelling Unit suffer hurricane damage. Such firm or individual shall contact the Association for Clearance to install or remove hurricane shutters.

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 stored inside a Home and kept in a clean and sanitary condition, and no odor shall be permitted to arise there from so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to

RULES AND REGULATIONS
TUSCANY ASSOCIATION, INC.

Page 2 of 3 Pages

Owners or to any other property in the vicinity thereof or to its occupants. Garbage, trash, refuse or rubbish that is required to be placed at the front of the Home in order to be collected may be placed and kept at the front of the Home after 5:00 p.m. on the day before the scheduled day of collection but not sooner, and any trash facilities must be removed on the day of collection, before 12:00 pm (noon-time) and not later. 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 during construction approved by the Committee or when accumulated by the Association for imminent pick-up and discard).

No owner may lease his Dwelling Unit unless at least one of the intended occupants is fifty-five (55) years of age or older. All leases of Dwelling Units must be in writing and a copy delivered to the Board of Directors for approval prior to tenant occupying the unit: (A) all leases shall be for a minimum of six months and one day; and (B) no more than one lease shall be permitted in any twelve (12) month period. The twelve (12) month period shall commence from the beginning date of the lease. (C) owner who has leased his Dwelling Unit shall notify the Association prior to the time the Lessee takes possession by completing: (i) a lease application with reasonable information regarding the lease. (ii) an age verification form. (iii) a check for \$100 as a processing fee, payable to the Association. (iv) A \$50 processing fee payable to Association's Property Management company (v) an authorization agreement for Tuscany Association to collect rent upon delinquency. Lessees shall not be entitled to receive an identification card from Coral Lakes Association, Inc. nor have access to or use any of the common facilities until such forms and processing has been completed and Approval given by the Association. If the lessee is a repeat lessee, no additional processing fee is required.

No owner shall request or cause any employee or agent of the Association to do any private business of the owner, except as shall have been approved in writing by the Association. An owner shall not cause or permit the blowing of any horn from any vehicle of which he, his guests or family shall be occupants except in emergency requiring such horn to be sounded. Owners are responsible for their lessees, family members, guests, employees, and invitees, who must abide by all the RULES and REGULATIONS of Coral Lakes and Tuscany Associations. All owners are reminded that during the lease period the owners have no rights to any Coral Lakes facilities except the entrance to their property and Association meetings.

Complaints regarding the management of the Association Property or regarding actions of other owners shall be made in writing to the Association.

An owner who fails to timely pay any Assessment shall be charged a late **charge of Twenty-Five Dollars (\$25.00)** by the Association. A unit owner shall become delinquent if his/her payment is not received by the 15th day after the payment is due. Owners shall be responsible to pay all legal fees incurred in connection with the

Revised January 2017

initial _____

initial _____

RULES AND REGULATIONS
TUSCANY ASSOCIATION, INC.

Page 3 of 3 Pages

collections of late Assessments whether or not an action at law to collect said Assessment and foreclose the Association' s lien has been commenced. The Board has authorized the following schedule of fees for such circumstances:

- (a) One Hundred Dollars (\$100.) For a Claim of Lien plus recording costs and sending a Notice to Foreclosure;
- (b) Fifty Dollars for any subsequent Claims of Lien plus recording costs;
- (c) Fifty Dollars (\$50) for a Satisfaction of Lien plus recording costs, and
- (d) Any further action would require an hourly computation of attorney and paralegal time spent pursuing collection of such unpaid Assessments that would include any other legal or court costs

Under no circumstance may a pit bull be permitted in Tuscany. Any pet, owned by an owner or visitor, must be kept on a leash when outside of a Dwelling Unit. No pet shall be tied on a leash when outside of a Dwelling Unit or in any screened porch or patio, unless someone is present in the Dwelling Unit. All owners and visitors must curb their dogs (walk only on the roads or sidewalks) and are obligated to make sure that their pets do not go on other resident's property. An owner or visitor shall immediately pick up and remove any solid animal waste deposited by his pet on his lot, other property or Association Property. All owners/visitors must take whatever steps are necessary to assure their neighbors will be free from any nuisance caused by dogs barking, roaming free, or otherwise. Each owner who determines to keep a pet thereby agrees to indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of his having any animal on the subject property

No garage shall be erected which is separate from the Dwelling Unit. No garage shall be permanently enclosed, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space. No individual air conditioning units, which are visible from outside of the Dwelling Unit, shall be permitted in a garage. All garage doors shall remain closed when not in use.

Vehicles shall not be parked on the streets overnight and shall not be parked on swale areas. Any legal vehicle and/or trailer and boat are permitted as long as they fit and are kept within the totally enclosed garage. The driving speed limit for Tuscany is 15 mph.

Fines: After one written notice relating to any violation of any of the Declaration of Protective Covenants, Restrictions and Easements, or Rules and Regulation of Tuscany, the Board of Directors reserves the right to impose fines in an amount not to exceed \$1,000.00 for any specific individual violation and/or have the violation corrected and billed to the Owner.

Owners are referred to the restrictions contained in the Documents, which are binding on all owners.

Any consent or approval given under the Rules by the Association shall be revocable at any time by the Board.

These Rules may be modified, added to or repealed at any time by the Board of Directors of the Association.

Revised January 2017

initial _____

initial _____

DISCLOSURE SUMMARY
FOR
TUSCANY ASSOCIATION INC.

1. As a purchaser of property in this community, you will be obligated to become a member of the homeowner's Association.
2. There have been recorded restrictive covenants governing occupancy of properties in this community.
3. You are obligated to pay assessments to the association. Assessments are subject to periodic change. The current amount is **\$1,355.00 per quarter** for the year 2017. You will also be obligated to pay any special assessments imposed by the Association. Special assessments may be subject to change. There is currently a recurring special assessment for **\$240.00 payable each January 01st**, which is usable in the Coral Lakes Cafe for food purchases.
4. You may be obligated to pay special assessments to the respective municipality, county, or special district. All assessments are subject to periodic change.
5. As a purchaser you are required to pay a onetime Working Capital contribution to Tuscany at Coral Lakes in the amount equivalent to one quarter of the yearly maintenance dues.
6. Your failure to pay special assessments or assessments levied by a mandatory homeowners association could result in a lien on your property.
7. As a member of Tuscany Association, Inc. you are also a member of Coral Lakes Association, Inc. There is an obligation to pay fees to Coral Lakes Association, Inc. for the use of the Coral Lakes Clubhouse and other commonly owned facilities. The current fees for both Associations are included in the quarterly assessment paid to Tuscany Association Inc.; **however there is a onetime Working Capital contribution, in the amount of \$1000 payable to Coral Lakes Association due at closing.**
8. The statements contained in this disclosure form are only summary in nature. As a prospective purchaser, you should refer to the covenants and to the governing documents before purchasing property.
9. The documents are a matter of public record, and can be obtained from the records office of Palm Beach County.

EFFECTIVE JULY 1, 2010; FLORIDA STATUTE 718.116 (CONDO) 720.3085 HOA:

UNIT OWNERS' CONSENT TO ASSIGNMENTS OF RENTS TO THE ASSOCIATION.

The undersigned, _____, is owner(s) of the property whose address is

_____ of _____, and whose mailing address is _____ and the undersigned tenant (s) _____ agree as follows;

1. That said owner agrees to continue making payments directly to the Association all dues/assessments and/or special assessments as they are due.
2. That in the event that said owner does not pay any one (1) monthly assessment by the 30th day of each month, The Association, or any agent thereof, shall have the right to require that the tenant pay the monthly assessment along with any additional amounts then owed to the Association, including but not limited to, delinquent assessments, special assessments, late fees, attorney's fees, costs from enforcement of this Addendum or other legal action to collect delinquent maintenance/assessments, and fines directly to The Association and to then pay the remainder to the landlord/owner.
3. The Association shall send written notice to both the unit owner and the tenant of the imposition of the requirement, after an owner has failed to pay any one (1) month's dues/assessments by the 30th day of the month.
4. The unit owner hereby assigns that portion of the rents, including any delinquent assessments, special assessments, attorney's fees and court costs, due and payable to the Association, upon the association giving notice as described above of the delinquency and imposition of the requirement that the tenant pay the monthly assessment to the Association.
5. The unit owner agrees that he/she/they will not consider the tenant delinquent in their rental payment, nor commence eviction proceedings against the tenant, in the event that the tenant pays the monthly assessment directly to the Association and deducts same from the tenant's rental payment to the unit owner.
6. After the account balance becomes current by means of tenants payments, the tenant shall continue to deduct the monthly assessments/dues from the rent and pay it directly to the Association unless otherwise notified by The Association or an Agent of the association.
7. In the event it becomes necessary to bring legal action to enforce this agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, costs and interest. Any fees or costs incurred by the Association shall be incurred in the amount paid by the tenant to the Association under this addendum.

THIS AGREEMENT SHALL BIND ALL PARTIES THERETO

Countersigned: _____ or Management

Unit Owner: _____

By: _____

Tenant: _____

Title: _____

Revised January 2017

initial _____

initial _____



Community
Association Program

We are proud to help protect your community!

To reach our Community Association Service Center for Customer Care,
Service, Sales, System Testing and Technical Support

800.878.7806

(You must provide your password to test your system)

To cancel an alarm, call our 24-hour Monitoring Center

800.226.2351

To view your alarm activity, manage contacts, print an alarm certificate, order
yard signs or pay for optional services, please visit our secure Website

www.MyADT.com

- First time users: Follow instructions to create a Web Account
- Sign in to your Account
- Enter your Email address or CS#
- Enter your Password
- Follow the simple prompts to access account information

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MS 15019511.

ADT Security Services • 3080 N 28 Terrace • Hollywood, FL 33020
Community Association Service Center (800) 878-7806 • State License EF0001121 • www.ADT.com

TRAK Property Management Group, Inc.
751 Park of Commerce Dr #116 * Boca Raton, Florida 33432
561-245-4444 - office - 561-245-4447 - fax
dtnam@trakpmg.com

TUSCANY ASSOCIATION, INC.
INFORMATION FORM

Please note that any and all information contained below is solely for communication and emergency purposes. The information will remain private and in the possession of the Association.

NAME OF OWNER(S) _____

PROPERTY ADDRESS _____

TELEPHONE # _____ E-MAIL ADDRESS: _____

OFF SITE OR OUT OF STATE ADDRESS (include city, state, zip & phone #)

EMERGENCY CONTACT _____

EMERGENCY TELEPHONE # _____

HOUSE-SITTER (if applicable) _____

PLEASE LIST THE MAKE, MODEL, YR., LICENSE PLATE AND STATE OF REGISTRATION
FOR ALL VEHICLES BELONGING TO YOUR UNIT. USE OTHER SIDE IF MORE ROOM IS
NECESSARY.

VEHICLE INFORMATION: MAKE: _____ MODEL/YR _____

LICENSE PLATE (INCLUDE STATE): _____

VEHICLE INFORMATION: MAKE: _____ MODEL/YR _____

LICENSE PLATE (INCLUDE STATE): _____

Please list the name(s) of any and all other persons living in your unit:

RETURN TO: TRAK Property Management Group, Inc.

TUSCANY ASSOCIATION, INC.

c/o Reliant Association Solutions, LLC

751 Park of Commerce Drive, #116

Boca Raton, FL 33487

561-362-2928; FAX: 561-362-2926

reliant_association@comcast.net

WANT TO SAVE TIME AND POSTAGE COSTS?

Just complete this Direct Debit Authorization Form, sign it, include a VOIDED check from the account you wish the Bank to debit and mail or email it to us.

Beginning with the date designated by you, your payment will be automatically deducted from your Checking or Savings account. Please make sure that it is by the 15th of every month, as this is the due date.

Name of your Bank: _____

Location: _____

Checking A/C () or Savings A/C () please check one

Bank Account #: _____

Bank Routing #: _____

Payment Amount: _____ Start Date: _____

Owner's Name: _____

Owner's Address: _____

Your Signature: _____



This instrument prepared by and return to:
 LARRY E. SCHNER, ESQ.
 350 Camino Gardens Blvd., Ste. 202
 Boca Raton, FL 33432

CFN 20140018854
 OR BK 26564 PG 0260
 RECORDED 01/16/2014 16:43:39
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 0260 - 261; (2pgs)

**AMENDMENT
 TO THE DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS
 FOR
 CORAL LAKES ASSOCIATION, INC.**

THIS AMENDMENT is made this 31st day of DECEMBER, 2013, by CORAL LAKES ASSOCIATION, INC., ("CORAL LAKES") pursuant to the Declaration of Protective Covenants and Restrictions ("Declaration") recorded in Official Records Book 7586, Page 1993, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, pursuant to Section 13.5.2 of the Declaration, Declarant is authorized to amend the Declaration by approval of three-quarters (3/4) of the Association Members..

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for CORAL LAKES.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

I. This Amendment hereby amends Section 6.3 of the Declaration as follows: *(additons indicated by underline and deletions indicated by strikethrough)*

"6.3 Working Fund Contribution

~~Each Owner shall be obligated to pay, in addition to the Annual Assessments and any Special Assessments, a "Working Fund Contribution" which will be equal to at least two (2) months' share of the annual Operating Expenses applicable to his Dwelling Unit pursuant to the initial budget. The purpose of the Working Fund Contribution is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of regular Assessments and shall have no effect on future Assessments. The Working Fund Contribution will be collected at the time of conveyance of each Dwelling Unit."~~

"Effective January 1, 2014, each buyer who purchases a unit from a present unit owner (including sale by a lien holder) in any of the sections that comprise the Coral Lakes Community shall pay to the Master Association at the time legal title is conveyed to such buyer a "Working Fund Contribution". This Working Fund Contribution shall be \$500.00. The Master Board is hereby authorized, from time to time, to change the amount as it sees fit. The purpose of this Working Fund Contribution is to ensure that the Master Association will have cash available to meet expenditures deemed necessary to be spent by the Master Board. These Working Fund Contributions are not advance payments of regular Assessments and shall have no effect on future Assessments."

II. Except as amended and modified herein, all other terms and conditions of the Declaration for CORAL LAKES shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by three-quarters (3/4) of the Association Members.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for CORAL LAKES to be executed by the duly authorized officer, this 5 day of December, 2013.

WITNESSES:

Joel Stahl
WITNESS
JOEL STAHL
(Print name)

Martin Kaye
WITNESS
MARTIN KAYE
(Print name)

CORAL LAKES ASSOCIATION, INC.

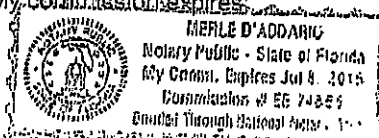
BY: Ellen G. Gabler
ELLEN G. GABLER, PRESIDENT
(Print Name and Title)

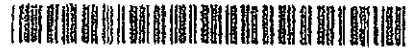
STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 5 day of December, 2013, by Ellen Gabler, President of CORAL LAKES ASSOCIATION, INC., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 5 day of December, 2013.

Merle D'Addario
Notary Public

My commission expires:

MERLE D'ADDARIO
Notary Public - State of Florida
My Comm. Expires Jul 8, 2015
Commission # EG 74225
Renewed Through National Notary



CFN 20130102550
 OR BK 25844 PG 0931
 RECORDED 03/03/2013 16:34:22
 Palm Beach County, Florida
 Sharon R. Book, CLERK & COMPTROLLER
 Pgs 0931 - 933; (3pgs)

This instrument prepared by and return to:
 LARRY E. SCHNER, P.A.
 350 Camino Gardens Blvd., Suite 202
 Boca Raton, FL 33432

**AMENDMENT
 TO THE
 DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
 AND EASEMENTS FOR
 TUSCANY ASSOCIATION, INC.**

THIS AMENDMENT is made this 22nd day of February, 2013, by TUSCANY ASSOCIATION, INC., ("TUSCANY") pursuant to the Declaration of Protective Covenants, Restrictions and Easements recorded in Official Record Book 11317, Page 859, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XIV, Section 8 of the Declaration of Protective Covenants, Restrictions and Easements ("Declaration") for TUSCANY authorizes the Declarant to amend the Declaration upon the consent of the Owners owning two-thirds (2/3) of all Lots; together with the approval or ratification of a majority of the Board.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for TUSCANY.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

1. This Amendment hereby amends Article VI, Section 7, of the Declaration as follows: (additions indicated by underline, deletions indicated by ~~strikethrough~~)

~~"Section 7. WORKING FUND CONTRIBUTION. Each Owner who purchases a Lot with a Home thereon from Declarant shall pay to the Association at the time legal title conveyed to such Owner, a "Working Fund Contribution." The Working Fund Contribution shall be an amount equal to two months one quarter of the yearly share of the annual Association Expenses applicable to such Lot pursuant to the initial Budget (which shall be prepared as if all Lots are Completed Lots and may be different from the Budget in effect at the time of closing). The purpose of the Working Fund Contribution is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions~~

~~may also be used to effect Association Expenses, both during the Guarantee Period and thereafter. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments; nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay start-up expenses, Association Expenses and other expenses. Declarant may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 7 shall be paid directly to Declarant in reimbursement of the advance, instead of the Association."~~

"WORKING CAPITAL CONTRIBUTION. A working capital contribution in an amount equal to one quarter of the yearly assessments for common expenses shall be collected at the time of transfer of any Lot from the purchaser thereof. This contribution may be used by the Board for any purpose it deems necessary or appropriate including the funding of day-to-day operational expenses of the Association or the acquisition of additional equipment and/or services. Amounts paid into this fund are not Assessments and shall not be considered as an advance payment of Assessments."

II. Except as amended and modified herein, all other terms and conditions of the Declaration for TUSCANY shall remain in full force and effect according to their terms.

III. This Amendment has been proposed and adopted by the consent of the Owners owning two-thirds (2/3) of all Lots; together with the approval or ratification of a majority of the Board.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for TUSCANY to be executed by the duly authorized officer, this 22nd day of February, 2013.

WITNESSES:

TUSCANY ASSOCIATION, INC.

Sylvia Clement

WITNESS

Sylvia Clement

(Print name)

[Signature]

WITNESS

Sandy Isser

(Print name)

BY: [Signature]

ROBERTA GONZALEZ

(Print Name and Title)

PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING Instrument was acknowledged before me this 22nd day of FEBRUARY, 2013, by Roberta Goodall, President of Tuscany Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 22nd day of February, 2013.



Kristine Thompson
Notary Public
My commission expires: 5/30/13



CFN 20100097551
OR BK 23742 PG 1846
RECORDED 03/15/2010 16:37:53
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1845 - 1848; (3pgs)

This instrument prepared by and return to:
LARRY E. SCHNER, ESQ.
750 So. Dixie Highway
Boca Raton, FL 33432

This is not a contract

AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS
AND EASEMENTS FOR
TUSCANY ASSOCIATION, INC.

THIS AMENDMENT is made this 26th day of February, 2010, by TUSCANY ASSOCIATION, INC., ("TUSCANY") pursuant to the Declaration of Protective Covenants, Restrictions and Easements recorded in Official Record Book 11317, Page 859, of the Public Records of Palm Beach County, Florida, as amended.

WHEREAS, Article XIV, Section 8 of the Declaration of Protective Covenants, Restrictions and Easements ("Declaration") for TUSCANY authorizes the Declarant to amend the Declaration upon the consent of the Owners owning two-thirds (2/3) of all Lots; together with the approval or ratification of a majority of the Board.

WHEREAS, the Amendment set forth herein is for the purpose of amending the Declaration for TUSCANY.

WHEREAS, the amendment set forth does not materially affect a unit owner's share of the common elements nor impair or prejudice the rights and priorities of lienors or mortgagees.

NOW, THEREFORE, Declarant makes this Amendment to the Declaration as follows:

1. This Amendment hereby amends Article IX, Section 1, Paragraph J of the Declaration as follows: (additions indicated by underline, deletions indicated by ~~strike through~~)

"Notwithstanding any provision to the contrary contained in this Declaration, the Articles of Incorporation or the Association By-Laws, commencing with the recording of this Amendment in the Public Records of Palm Beach County, the Association shall have the responsibility to caulk and paint the exterior of the residences. In order to pay for the cost to be incurred in connection with this obligation, the Association shall have the authority to levy a special assessment equally against all owners within Tuscany. In addition, or as an alternative, the Association may include the anticipated costs in the Annual Budget, or an Amended Annual Budget, included the establishment of a reserve account for this purpose.

In addition to the caulking and painting of the exterior of the residences, the Association shall wash the houses, clean the roofs, paint/clean the privacy fences, paint the address numbers and paint the coach lights on a Board approved schedule. If necessary, at the Board's determination, this maintenance is required before the approved scheduled time. It shall be the Owners' responsibility to complete such maintenance. Any and all other maintenance repair and/or replacement of the house, roof, fence and lights shall be the Owners' responsibility.

The Association shall maintain, repair and/or replace the mailboxes and posts.

The Association shall power wash all driveways and walks at least once each year. Any and all other maintenance repair and/or replacement of the driveways and walkways shall be the Owners' responsibility.

ii. Amending Article IX, Section 2, Paragraph B of the Declaration as follows: (additions indicated by underline, deletions indicated by ~~strike through~~)

B. In addition to the above, Owners of all Homes shall be responsible to fix leaks in and otherwise maintain and repair the roofs of their Homes; replace any dead or obviously dying trees on their Lots and maintain, repair and replace any fences on their Lots installed by the Declarant. Owners of Homes shall also clean, maintain and repair and/or replace the driveways and walkways located on their Lots, and ~~keep sidewalks located on their Lots clean.~~

iii. Except as amended and modified herein, all other terms and conditions of the Declaration for TUSCANY shall remain in full force and effect according to their terms.

iv. This Amendment has been proposed and adopted by the consent of the Owners owning two-thirds (2/3) of all Lots, together with the approval or ratification of a majority of the Board.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to the Declaration for TUSCANY to be executed by the duly authorized officer, this 26th day of February, 2009.

WITNESSES:

[Signature]

WITNESS
Sandy Isser
(Print name)

[Signature]

WITNESS
Sylvia Chenkin
(Print name)

TUSCANY ASSOCIATION, INC.

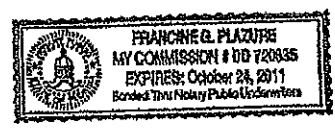
BY: [Signature]
Roberta Goodall, President
(Print Name and Title)

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING instrument was acknowledged before me this 26th day of February, 2010, by Roberta Goodall, President of Tuscany Association, Inc., who was personally known to me or who has produced (Florida Driver's License) as identification.

WITNESS my hand and official seal at the County and State aforesaid this 26th day of February, 2010.

[Signature]
Notary Public
My commission expires:



Original Copy