

AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TOSCANA ASSOCIATION, INC.,
A COMMUNITY LOCATED IN SANCTUARY SUBDIVISION, PHASE II

WHEREAS, The Declarant turned over control of the Toscana Association, Inc. (the "Association") to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners, and references to "Declarant" in the Declaration or other governing documents serve as historical reference only.

WHEREAS, The undersigned President of TOSCANA ASSOCIATION, INC., and attested to by the Secretary, hereby certifies that the following Amended and Restated Declaration of Covenants, Conditions and Restrictions of Toscana has been executed by no less than two-thirds of the Owners pursuant to Article IX, Section 2 of the Declaration of Covenants, Conditions and Restrictions of Toscana.

NOW THEREFORE, the Declaration of Declaration of Covenants, Conditions and Restrictions of Toscana dated April 21, 2004, and recorded June 10, 2004, at Official Records Book 5336, Page 4945 of the Public Records of Volusia County, Florida, is hereby **deleted in its entirety and amended and restated to read as follows:**

ARTICLE I
DEFINITIONS

Section 1. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against each Lot Owner, and may be either a Regular Assessment or a Special Assessment.

Section 2. "Association" shall mean and refer to the Toscana Association, Inc., a Florida not for profit corporation, its successors and assigns. The Amended and Restated Articles of Incorporation ("Articles") and Amended and Restated Bylaws of the Association ("Bylaws") shall be recorded together with this Declaration as Exhibits 1 and 2 hereto.

Section 3. "Common Area" shall mean land within the Subdivision, (including the improvements thereon), but excluding the Thirty-One (31) Lots described in the plat of the Subdivision.

Section 4. "Declarant" shall mean and refer to John Collins, his heirs, successors and assigns, if such successors or assigns should acquire more than five Lots for the purposes of development or resale. The Declarant turned over control of the Association to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners.

Section 5. "Home" shall mean a residential dwelling unit has been constructed as an abode for one family.

Section 6. "Lot" shall mean and refer to a Lot as shown on the Plat of the subdivision, but shall not include any Common Area. Upon construction of a Home upon a Lot, the term "Lot" shall include the Home constructed thereon.

Section 7. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Subdivision.

Section 8. "Regular Assessment" means an Assessment imposed pursuant to the annual budget and docs, and does not mean a Special Assessment.

Section 9. "Single Family" shall one or more persons living as a single-family unit, although neither formal marriage, nor actual blood or legal relationship is required.

Section 10. "Special Assessment" means any assessment levied against a Lot Owner other than the assessment required by the annual budget.

Section 11. "Subdivision" shall mean and refer to that certain real property described in the plat of Sanctuary Subdivision, Phase II, as recorded in Plat Book 43, Page 120, and governed by this Declaration, including the Thirty-One (31) Lots and communal areas described in said plat ("the Plat").

ARTICLE II **PROPERTY RIGHTS**

Section 1. *Owners' Easements of Enjoyment.* Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a. The right of the Association to assess and charge Regular and Special Assessments;

b. The right of the Association to suspend the right to the use of the common areas and facilities upon notice and hearing as required by law.

c. The right to fine an Owner, Tenant, Guest or Invitee, as provided herein, and in compliance with Florida law.

d. The right of the Association to encumber, dedicate or transfer all or any part of the Common Area to any person or entity, including any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication, transfer or encumbrance shall be effective unless an instrument agreeing to such dedication, transfer or encumbrance signed by two-thirds of Owners has been recorded. Any conveyance or encumbrance of Common Area shall be subject to the Owner's rights to ingress and egress.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. The Owner (or the Owners collectively) of each Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot that is subject to assessment.

Section 2. The Association shall have one class of voting membership. The Declarant turned over control of the Association to the homeowners on October 8, 2009 and the Declarant's separate "Class B" of membership ceased and was converted to the same class of membership of all other owners.

Section 3. Each Lot shall have only one vote, and one person shall be designated on behalf of each Lot to cast votes and be counted for quorum purposes as to the Lot.

ARTICLE IV
COVENANTS

Section 1. *Maintenance.*

a. *Yard Maintenance.* Each Owner shall be responsible for all maintenance of the Owner's Lot, including the lawn, gardens, plants, and all other vegetation. The Association shall have no responsibility as to such maintenance, but has the right to take appropriate action if the Owner fails to maintain the property. The Owners of Lots 1, 22, 16, and 17, shall further maintain their Lots in such a way to prevent overgrowth of vegetation around or on to the pillar and wrought iron fencing that is maintained by the Association.

b. *Other Maintenance.* Each Owner shall maintain any Home or structure constructed upon a Lot in good, safe, clean, neat and attractive condition. In the event the Owner fails to keep the Lot in a safe, clean, neat and attractive condition, the Association shall have the right to mail a fifteen (15) day written notice to the Owner, advising the Owner to correct the violation within thirty (30) days after mailing of the said notice, and the Association shall have the right, but not the obligation, to enter upon the premises and correct the violation, and such entry shall not be deemed a trespass. All costs and expenses of maintenance or repair necessitated by the neglect, misuse or negligence of the Owner shall be payable by such Owner. The Association shall have the future right to assess the Owner for the full cost of any services or maintenance performed pursuant to this section and the cost of same shall be added to and become a part of the Assessment to which such Lot is subject and shall be a lien upon the Lot with the same force and effect as the liens for Assessment as provided in Article V below.

c. *Walls and Equipment on Certain Lots.* The Association shall construct a wall (which may consist of pillars and wrought iron fencing) where Lots 1, 22, 16, and 17 front on Old Dixie Highway. The owners of Lots 18, 19, 20, 21 shall construct connecting walls of consistent condition, material and color as that appearing in front of Lots 1, 22, 16 and 17, and will be responsible for maintenance and repair of the wall upon the individual

lots, including any mechanical devices used for ingress and egress. In the event the Association ever desires to become a secured or gated community and constructs a security checkpoint or security gate at the entrances to the community from Old Dixie Highway, the Association shall not be obligated to construct or maintain gates, walls, or fences on any Lot which is directly accessible from Old Dixie Highway.

Section 2. *Easements.*

a. *Easements for Utilities and Services.* All Owners and the Association are hereby granted an easement upon and over any portion of each Lot and the Common Area by which and through which utilities (Electric, Telephone, Cable Television, Water, Sewer, and any other utility) cross the property to provide service to the Lots or the Common Areas. Such easement shall include the right of any utility company or other agency utilizing any such easement to install, replace, repair, and maintain all utility and service lines and systems and to modify the easement as necessary to provide the service required. The water treatment plant is owned and operated by the Association to service 31 lots within the Toscana community and an adjacent 10 lots to the community, for a maximum of 41 home sites. Operating expenses, repair expenses and maintenance expenses of the facility will be shared by all users. All 31 homes within the Association and the 10 lots adjacent to the Association that receive water from the treatment plant must have a water meter installed on their connection line.

b. *Easements Shown on Plat of Subdivision.* All easements shown on the plat are dedicated for the purposes stated therein.

c. *Easements in Time of Emergency.* Each Owner does hereby grant and give to the Association, or its designated agent, a right of ingress and egress to and upon the Owner's Lot for the purpose of abating or correcting any emergency condition concerning property damage or the affecting or having the potential to affect the health, safety, and welfare of the Owners or occupants or the Subdivision.

d. *Easement for Use of Drainage Retention Area.* The Drainage Retention Area shown on the Plat is contained within a portion of the Lots surrounding it. Thus, the Owners of Lots containing a portion of the Drainage Retention Area hereby grant to the Association an easement for the use, repair and maintenance of the Drainage Retention Area for its intended purpose.

e. *Easement for Irrigation Pump.* Declarant hereby grants an Easement within the northeast ten (10) feet of Lot 27 (which may be both inside and outside the existing easement in that area) for a placement, maintenance and repair of an irrigation pump. The pump shall provide irrigation to all Lots so long as Owners are not permitted to install private wells on individual Lots due to Volusia County building or zoning ordinances or another municipal or government agency that has jurisdiction over individual Lots, but the installation and maintenance of irrigation lines on each Lot shall be the responsibility of the owner of the particular Lot served. The main water lines, the individual valves to the Lots, and the main wiring to the Lots, shall be installed in the easements and Maintained by the Association. The easement shall remain a burden on the land upon conveyance thereof to subsequent owner. All

easements shall remain a burden on the land upon conveyance thereof to subsequent Owners. In the event that the building, zoning, or usages ordinances of Volusia County or another municipal or government agency that has jurisdiction over individual Lots in the Association allow the installation of private irrigation wells on individual Lots in the Association, the Board of Directors may pass a resolution that the Association will cease providing irrigation to all Lots within ninety (90) days from the passing of such resolution. Any Lot Owner who cannot feasibly install an irrigation well on his or her lot due to the zoning regulations or the location of septic tanks, utilities or buildings may continue to have irrigation provided by the Association's irrigation pump. Any lots continuing to have irrigation by the Association shall pay an additional annual assessment fee determined by the Board of Directors. All wells installed by a Lot Owner on any lot must have an iron filtration unit to prevent staining of driveways, sidewalks, walls, fences, etc.

Section 3. *Parking Spaces.* There are no assigned parking areas and no restrictions on parking of automobiles on a Lot. All vehicles parked in the Subdivision must be licensed and registered, and must be functional. No automobile that does not run may be kept on a Lot, outside of a garage, and no mechanical work shall be performed on automobiles in a driveway other than the occasional unexpected work required when a working automobile breaks down.

Section 4. *Restrictive Covenants.* Certain protective and restrictive covenants are hereby imposed upon the land, and shall run with the land, and they may *be* supplemented by Rules and Regulations, which the Board of Directors of the Association has the power to create, amend and impose. The Restrictive Covenants are:

a. No structure of a temporary nature or character, including, but not limited to, a trailer, house trailer, temporary storage crate or POD, mobile home, camper, tent, shack, shed, barn, or other similar structure or vehicle shall be used or permitted to remain on any Lot as a storage facility or residence, or other living quarters, whether temporary or permanent.

b. All lots are restricted to use for a single-family residence, occupied by one family.

c. No more than one (1) Home with a private attached or detached garage, screened rear porch or screened pool may be built on a Lot. All construction shall be subject to the terms of Article VI, Design Review Committee.

d. No commercial vehicle, boat, trailer, or boat and trailer or recreational vehicle shall be parked for any period of time or stored or otherwise permitted to remain upon a Lot, or on the street, or on the right of way thereof; except that a commercial vehicle, boat, trailer, or boat and trailer or recreational vehicle may remain on a Lot, the street, or a right of way for a period of time up to twelve consecutive hours if the presence of the commercial vehicle, boat, trailer, or boat and trailer or recreational vehicle is reasonably necessary for construction, repair, or maintenance of the structures or landscaping on the Lot. Any commercial vehicle, boat, trailer, or boat and trailer or recreational vehicle kept on a Lot for other than as mentioned in above exception, must be stored in an enclosed garage.

e. No livestock, horses, or poultry shall be raised, bred, or kept on any Lot. No Owner shall keep more than four (4) cats or dogs total per Lot. Pets must be leashed when walked within the Subdivision, and Owners shall be responsible for cleaning up after their pets. Owner shall prevent any pet from becoming an annoyance to, or source of complaints from, other owners, residents, or neighbors. Any Owner having a pet shall also abide by any Rules promulgated by the Board of Directors and by Volusia County. Violation of this paragraph or of any of said Rules may result in the termination of Owner's right keep such pet.

f. No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any Lot, except an approved sign advertising the premises for rent or sale. All signs must be approved by the Board of Directors, and may not be placed in the Common Area. The Board of Directors may establish additional Rules and Regulations with regard to the size, materials, colors, location, and time limits of approved signs. Holiday decorations and lighting may be displayed or erected on a Lot no more than four (4) weeks prior to the designated holiday and shall be removed no more than three (3) weeks after the designated holiday has passed. No more than three (3) Political signs may be displayed or erected on a lot; signs may be displayed no more than 60 days prior to an election and shall be removed no more than seven (7) days following the election. Temporary signs for open houses or garage sales shall be permitted to be placed on a Lot for 48 hours. The size and material of such Temporary signs must be approved by the Design Review Committee.

g. No obnoxious or offensive activity shall be conducted or permitted to exist upon any Lot or in any dwelling thereon, nor shall anything be done or permitted to exist that may become an annoyance, or a private or public nuisance, nor may any dwelling be used for any purpose other than a single family residential dwelling.

h. No wall, fence nor hedge shall be erected, placed, altered, maintained, or permitted to remain on any Lot unless and until the height, type, material, color and location thereof have been approved by Design Review Committee, if any, and if none then by the Board of Directors. The Association shall permit hurricane shutters that comply with its rules. Notwithstanding any addition architectural guidelines, any wall, fence, or gate erected on any lot line of Lots 18, 19, 20, and 21 which lot line borders Old Dixie Highway shall conform in height, type, material, and color as the wall, fence, or gates maintained by the Association in front of Lots 1, 22, 16, and 17.

i. No home may be leased for a period of less than twelve (12) months.

j. Satellite dishes are permitted so long as approved by the Design Review Committee, and must be of a size and placed in such a way that they are not visible from the street.

k. Section intentionally removed.

ARTICLE V
COVENANT FOR MAINTENANCE ASSESSMENTS

The making and collection of assessments against Lot Owners for common expenses shall be pursuant to the Bylaws and subject to the following provisions:

Section 1. *Share of common expense.* Each Lot Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed lieu of foreclosure, shall be liable for a proportionate share of the common expenses that come due while the Lot Owner owns the Lot. Additionally, a Lot Owner is jointly and severally liable with the previous Owner for all unpaid assessments, interest, late fees, costs, fines, attorney's fees, or other charges that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner. In the event of default in the payment of assessments, the Lot Owner shall be liable, in addition to the assessment, for interest and costs of collection, including reasonable attorney's fees. Each assessment against a Lot is the personal obligation of the Lot Owner at the time the assessment becomes due.

Section 2. *Interest & Application of Payments.* The portions of assessments and installments on assessments that are not paid when due shall bear interest at the highest rate allowed by law from the date when due until paid. Any payment received by the Association shall be applied first to any interest accrued, then to the late charge, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

Section 3. *Late Payments.*

a. *Late Charges.* Assessment installments that are unpaid for a period of five (5) days after the date due shall bear interest at the highest rate allowed by law from the due date until paid. In addition, a late charge of the greater of twenty-five (\$25.00) dollars or five (5%) percent of a delinquent installment, or if the applicable statute permits a higher late charge, the highest amount permitted by statute, shall be assessed.

b. *Liens.* The Association shall have a lien upon a Lot for any unpaid assessment or installment on an assessment levied against that Lot, together with interest and late charges thereon, that are not paid when due. The lien for unpaid assessments shall also secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of a lien. Said lien shall be effective from and shall relate back to the date on which the original declaration of the community was recorded, subject to the other provisions of this Declaration. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid all sums due as provided herein and encompassed by the lien enforced. In the event of such foreclosure, the Lot Owner may be required by the Court to pay a reasonable rental for the Lot for the period of time said Lot is occupied by the Lot Owner or anyone claiming by, through or under said Lot Owner,

and the Plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Lot Owner and/or occupant.

c. *Suspension of Voting Rights.* The Association may suspend the voting rights of an Owner for the nonpayment of regular annual Assessments that are delinquent in excess of ninety (90) days.

Section 4. Section intentionally removed.

Section 5. *Maintenance of Water Management Systems.* Assessments shall also be used for the maintenance and repair of the surface water or storm water management systems including but not limited to work within any of the Drainage Retention Area shown on the Plat, retention areas, drainage structures and drainage easements.

Section 6. *Special Assessments.* In addition to the annual Assessments authorized above, in the event of an apparent shortfall in regular Assessments, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purposes stated in the Notice of Meeting of the Board of Directors being scheduled to approve such Special Assessment.

Section 7. *Uniform Rate of Assessment.* Both annual and special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or an annual basis, in advance, as determined by the Board of Directors.

Section 8. *Certificates as to Status of Assessments on a Lot.* The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments and charges on a Lot is binding upon the Association as of the date of issuance.

Section 9. *Subordination of the Lien to Mortgages.* The lien of the Assessments provided for herein shall be subordinate to the lien of any institutional first mortgage recorded prior to a valid Notice or Claim of Lien. Sale or transfer, including mortgage foreclosure or any proceeding in lieu thereof, of any Lot shall not affect the Assessment lien, which shall survive and remain a lien upon the Lot. However, the sale or transfer of any Lot to a First Mortgagee of an institutional first mortgage which mortgage was recorded prior to a Notice or Claim of lien by the Association pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof. Mortgagees are not required to collect Assessments from owners of a Lot, and the rights of Mortgagees are not affected by delinquent Assessments.

Section 10. *New Construction Impact Fee.* Prior to construction of any new dwelling on a Lot, the Owner shall pay an impact or capital contribution fee to the Association in the amount of \$1,500.00. Such fee shall be due within thirty (30) days of the filing of an application for a building permit with Volusia County, the City of Ormond Beach, or any other government

agency responsible for zoning or code enforcement over the Lot. If such fee is not timely paid, it shall become chargeable and collectible as an assessment against the Lot.

Section 11. *Capital Contribution Fee.* Upon acquisition of record title to a Lot, each Owner acquiring such Lot shall contribute to the capital of the Association an amount equal to \$500.00 or one fourth (1/4) of the amount of the annual assessment attributable to such Lot as determined by the Board, whichever amount is greater. This amount shall be collected at the closing of the purchase and sale of the applicable Lot, and shall be disbursed to the Association.

ARTICLE VI

ARCHITECTURAL AND DESIGN REVIEW

In order to provide for congenial use of the Property and for the protection of the value of the Lots and the improvements thereon, the use of the Property and Lots shall be in accordance with the following provisions so long as the Property or Lot is subject to this Declaration:

Section 1. *Design Review Committee and Applications for Approval.* No home, wall, fence, structure or other improvement shall be constructed, erected, or maintained upon any portion of any Lot, nor shall any exterior additions changes or alterations, including but not limited to colors, materials and landscaping, therein be made until an Architectural/Alteration Application which includes the plans and specifications showing the nature, kind, shape, height, colors, materials and location of any structure, improvement or alteration shall have been submitted to and approved in writing by the Design Review Committee. Such restrictions shall not apply to any Owner sodding or seeding the lawn areas on a Lot nor to the planting of annual or perennial plants in any existing plant beds.

a. *Design Review Committee.* There shall be a Design Review Committee ("DRC") composed of three (3) or more representatives appointed by the Board. Members of the Design Review Committee are not required to be Owners of Lots within the Association, except that at least a majority of members of the DRC must be Owners of Lots within the Association. Members of the DRC may also be directors or officers of the Association.

b. *Architectural/Alteration Application.* The Board of Directors shall adopt a uniform Architectural/Alteration Application form. The Board of Directors shall determine what information an Owner is required to submit with the application, but at a minimum such information shall include four (4) sets of construction plans and specifications showing all intended construction, structures, improvements and alterations on the subject Lot including but not limited to site plan, tree survey, landscape plan, driveway/sidewalk construction, exterior elevations, paint colors, shingle samples, exterior materials samples, and other descriptions necessary to describe any project.

c. *Quorum of DRC.* Where quorum is required, a quorum of the DRC shall be a majority of its members.

d. *Time for Approval of Architectural/Alteration Application.* The DRC shall have thirty (30) days from the receipt of the application within which to provide a

written approval or disapproval of the application. Such approval or disapproval shall be in the sole discretion of the DRC. In the event the DRC fails to approve or disapprove such application within that time, approval will not be required and the Owner will be deemed to have been in full compliance with this article. Notwithstanding approval or disapproval of the DRC, building permits must be obtained, and all pertinent laws and building codes of the County of Volusia or any other municipal or government agency that has jurisdiction over individual Lots must be complied with. The Board of Directors may require that an administrative fee be paid to the Association at the time of submission for processing and reviewing Architectural/Alteration Applications.

e. *Completion of Construction or Alteration.* All construction, alteration and landscaping approved by the DRC shall be completed within twelve (12) months from the date of written approval unless the DRC expressly grants a greater period of time to complete said construction. If an Owner fails to complete any approved construction, alteration or landscaping within the aforementioned time, such Owner shall be deemed to have withdrawn his/her/its application unless he/she/it submits an application to the DRC for an extension within thirty (30) after the expiration of time. Neither the DRC nor the Board of Directors may withhold approval of an extension of time without reasonable or just cause. Any construction approved by the DRC must be commenced by the Owner within sixty (60) of approval or the Owner shall be deemed to have abandoned and withdrawn their application.

f. *Right to Inspect.* The Association's Board of Directors or DRC members may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof and neither said Board, DRC members nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

g. *Refundable Security Deposit.* The DRC shall have the authority to require Owners to submit a refundable security deposit to the Association prior to commencing any construction project which deposit shall be returned only if no damage is suffered to the common elements or other property maintained by the Association. The DRC shall have the authority to set this deposit amount on a case by case basis.

Section 2. *Architectural Standards.* The Board of Directions shall have the authority to adopt Architectural and Design Standards which are permissive or restrictive with respect to the nature, kind, shape, height, colors, materials and location of any structure or alteration to be constructed, erected, or maintained on any Lot. Any such set of standards are deemed to include the following specific standards and if any such set of standards conflicts with this Section, this Section shall be deemed to control:

a. *Dwelling Size.* No dwelling shall be permitted on any Lot that has less than three thousand (3,000) square feet of living space exclusive of open porches or garages. Each dwelling shall have an enclosed garage for a minimum of two cars. All overhead garage doors shall be decorative in design and should complement the exterior elevation of each

individual residence. Under no circumstances may fiberglass or plastic type garage doors be used. All overhead garage doors must be installed and maintained with an operational automatic garage door opener. Garage doors should remain closed when not in use. No carports shall be permitted.

b. *Minimum Construction Value.* The Board of Directors shall have the authority to set minimum construction and landscape values within any additional adopted Architectural and Design Standards as set forth above.

c. *Garages.* Garage doors may not face towards the street. Variances to this subsection may be made for good cause only and any variance must be approved by the DRC.

d. *Setbacks.* No dwelling shall be located any nearer to the front Lot line than 30 feet. No dwelling shall be located any nearer to the side Lot line than 15 feet. In the case of a side Lot line abutting a street, no dwelling shall be located within 30 feet of the side Lot line which abuts a street. No dwelling shall be located within 15 feet of the rear Lot line. For Lots abutting Drainage Retention Areas or other bodies of water shall not have dwellings located within 20 feet of the average water line of such area or body of water.

e. *Roofing Materials and Pitch.* Any dwelling constructed on any Lot must have a roof constructed of high quality materials with a multi-dimensional design and any such roof must comply with the harmony and character of the community. Any dwelling constructed on any Lot must have a minimum 6/12 roof pitch. The DRC must approve the materials to be used in the construction of and the design of the roof and any dwelling in the Association. The Board of Directors may include approved or prohibited roofing materials or designs in the Architectural and Design Standards that may be adopted pursuant to the Declaration.

f. *Driveways.* Any driveway constructed on a Lot must be constructed with pavers, concrete with paver accents, or stamped concrete.

g. *Docks or Piers.* Docks or piers shall not be permitted in the Drainage Retention Area.

h. *Pools.* No above ground pools shall be permitted on any Lot.

i. *Above Ground Tanks.* No permanent above ground oil or gas tanks may be placed upon any Lot.

j. *Drainage and Elevation.* To preserve and maintain proper drainage in the Neighborhood, no changes in grades or elevations of any portion of a Lot (including the swale areas) shall be made without the prior written approval of the Design Review Committee. Final floor elevations and all other applicable grades must be shown on the construction drawings and approved by the Design Review Committee prior to construction.

ARTICLE VII

PROTECTION OF INTERESTS

Section 1. *Enforcement.* The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereinafter imposed by the provisions of this Declaration. Failure of the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The provisions of this subsection do not apply to the imposition of suspensions or fines upon any Owner because of the failure of the Owner to pay Assessments or other charges when due.

a. *Fines.* The Association may levy reasonable fines against a Lot for the failure of the Lot Owner, or its guest, occupant, licensee, or invitee, to comply with any provision of the Declaration, the Bylaws, or Rules and Regulations. No such fine may exceed \$100.00 per violation or the highest amount permitted by statute from time to time. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Lot Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Lot Owners. If the committee does not agree with the fine, the fine may not be levied.

b. *Suspension of Rights in Common Areas.* The Association may suspend, for a reasonable period of time, the rights of an Owner or Owner's tenants, guests, or invitees, or both, to use the Common Area and facilities (other than the right of ingress and egress), against any Owner or any tenant, guest, or invitee.

ARTICLE VIII

INSURANCE

Section 1. *Intentionally Removed.*

Section 2. *Public Liability Insurance as to Common Areas.* The Association shall maintain a policy of public liability insurance covering the Common Area, the Drainage Retention Area, and all property owned by the Association with such limits as may be determined by the Board of Directors.

Section 3. *Worker's Compensation.* The Association shall maintain Worker's Compensation Insurance if it has employees, as required by law.

Section 4. *Directors' and Officers' Liability Coverage.* The Association may obtain Directors' and Officers' Liability Coverage at Association expense.

ARTICLE IX
GENERAL PROVISIONS

Section 1. *Severability.* If any provision of this Declaration is held to be invalid in whole or in part by any court of competent jurisdiction, then such holdings shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect, and such holdings shall be limited to its most narrow application.

Section 2. *Amendment.* The covenants and restrictions of this Declaration shall run with and bind the land, from the date of the recording of the original Declaration. This Declaration may be amended by an affirmative vote of not less than two-thirds of Owners at a duly notice meeting of Owners or by an instrument signed by not less than two-thirds of the Owners. Any amendment must be recorded.

Section 3. Section intentionally removed.

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Signature Pages to follow.]

Signed, sealed and attested to this 26th day of October, 2017 in the presence of:

TOSCANA ASSOCIATION, INC., a
Florida not for profit corporation

Nicholas E Benson
WITNESS, print name: Nicholas E Benson

Michael A Ferro
by: MICHAEL A FERRO, President

Gregory E Benson
WITNESS, print name: GREGORY E. BENSON

Tracey A Benson
by: Tracey A Benson Secretary

STATE OF FLORIDA }
COUNTY OF VOLUSIA }

The foregoing instrument was acknowledged before me this 26th day of October, 2017 by Michael A. Ferro, as President of, and Tracey A. Benson, as Secretary of Toscana Association, Inc., who are personally known to me or who have produced FL Driver's License as identification.



Felicia Pellegrino
Print Name: Felicia Pellegrino
Notary Public, State of Florida
Notary Commission No.: _____
My Commission expires: _____