

OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.10.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, Association, SBDD, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the waterbodies within Tuscany by Owners, and their guests, family members, invitees, or agents, or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees at trial and upon appeal.

9.11 Rules and Regulations.

9.11.1 Generally. Prior to Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Tuscany. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and the Rules and Regulations promulgated hereunder.

9.11.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, and/or its assigns, shall have the right to: (i) develop and construct Homes, Common Areas, and related improvements within Tuscany, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Tuscany, general office and construction operations within Tuscany; (iii) place, erect or construct portable, temporary or accessory buildings or structures within Tuscany for sales, construction, storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Tuscany; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Tuscany owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of Tuscany including, without limitation, Homes; (vi) store fill within Tuscany and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, Tuscany and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Tuscany.

9.12 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.13 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Broward County and all other applicable governing entities having jurisdiction with respect to the same.

9.14 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless SBDD, SFWMD and the Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

10. Maintenance by Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times operate, maintain, repair, replace and insure the Common Areas, including without

limitation, all improvements placed thereon and shall maintain, repair and replace all grassed, landscaped, paved, sidewalk or other open areas owned by or dedicated to or forming part of the common elements of, any Condominium Association. The Owners have the right to enforce, by appropriate legal means, the Association's duty to maintain, repair, replace and insure the Common Areas, including without limitation the Surface Water Management System and all easements and rights-of-way.

10.2 Surface Water Management System.

10.2.1 Duty to Maintain. The Surface Water Management System within Tuscany will be owned, maintained and operated by Association as permitted by the SFWMD and the SBDD the Common Areas is owned by Association. The duty of maintenance of the Common Areas expressly includes the duty to operate, maintain, and repair the Surface Water Management System, in a manner which complies with any Permit respecting the same, if any, or any additional permit. The costs of the operation and maintenance of the Surface Water Management System is part of the Operating Costs of Association and each Owner shall pay Assessments which shall include a pro rata share of such costs. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

10.2.2 Amendments to Association Documents. Association shall submit to SFWMD and SBDD any proposed amendment to the Association Documents which will affect the Surface Water Management System. SFWMD and SBDD shall then inform Association as to whether the amendment requires a modification of any Permit respecting the Surface Water Management System. If a modification of any Permit respecting the Surface Water Management System is necessary, SFWMD and SBDD shall so advise Association. Once Association receives the modification to the Permit and any conditions to the Permit, both shall be attached as an exhibit to an amendment to this Declaration, which amendment shall not require the approval of the Owners. Association shall maintain copies of all water management permits and correspondence respecting such permits for the benefit of the Association. Any proposed amendment which may affect the Surface Water Management System or the rights of SBDD and SFWMD provided in this Declaration shall not be recorded in the Public Records without the prior written approval of the SBDD and/or SFWMD, which approval shall be evidenced by a document recorded in the Public Records.

10.3 Irrigation. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Condominium Association, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

10.4 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Condominium Association, or persons utilizing the Common Areas, through or under an Owner or a Condominium Association, shall be borne solely by such Owner or Condominium Association and, with respect to Owners, the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

10.5 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across Tuscany for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Tuscany if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6 Maintenance of Property Owned by Others. Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record, including without limitation, declarations of condominium or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of Tuscany and which are owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Tuscany. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification. Without limiting the foregoing, Association shall maintain, repair, and replace offsite drainage improvements as required by the Title Documents or other documents between Developer and all applicable governmental entities, including mowing and spraying for weeds.

10.6.1 Public Facilities. Tuscany may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, schools, police station, or other facility within the boundaries of Tuscany. City of Miramar owns a lift station that is located within the boundaries of Tuscany. Developer hereby grants, bargains, and sells a perpetual, non-exclusive easement over Tuscany in favor of the City of Miramar for the purpose of maintaining the lift station within Tuscany. Notwithstanding the foregoing, any electricity costs charged to Association to operate the lift station and all related costs and expenses shall be part of Operating Costs.

11. Use Restrictions

11.1 Disputes as to Use. If there is any dispute as to whether the use of any portion of Tuscany complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

11.2 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

11.3 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion of a Home may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to the appropriate Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be for less than six (6) months.

11.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any portion of Tuscany. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Tuscany shall be the same as the responsibility for maintenance and repair of the property concerned.

11.5 Maintenance by Owners and Condominium Associations. Any property, structures, improvements, fences, and appurtenances which are required to be maintained by Association or a Condominium Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Tuscany.

11.5.1 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.6 Drainage System. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Association.

11.7 Waterways. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer and Association shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, provided that: (i) appropriate permits must be obtained from the SBDD prior to the utilization of pumps for irrigation purposes; and (ii) appropriate cross easements in favor of the SBDD must be executed and recorded in the Public Records prior to the utilization of pumps for irrigation purposes.

11.8 Swimming and Boating Prohibited. Swimming and boating, except for SBDD boats, in any part of waterways within or adjacent to Tuscany is expressly prohibited.

11.9 Subdivision and Regulation of Land. No portion of any Home or any portion of Tuscany shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Tuscany, without the prior written approval of Developer, which may be granted or deemed in its sole discretion.

11.10 Alterations and Additions. No material alteration, addition or modification to any portion of Tuscany, including a Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.11 Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Tuscany or any part of a Home that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

11.12 Roofs and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC.

11.13 Paint. Homes shall be repainted within ninety (90) days of notice by the ACC.

11.14 Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the ACC. All storm shutters which may be approved by the ACC shall be white in color and shall be an accordion type storm shutter Hurricane shutters shall only be installed and remain in place during a hurricane "watch" and hurricane "warning". Approved shutters must be opened or installed by the respective unit owner,

designated firm or individual thereof, within forty eight (48) hours prior to the arrival of a hurricane and removed within seventy two (72) hours after the hurricane.

11.15 Wall Units. No window air conditioning unit may be installed in any window in a Home.

11.16 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired.

11.17 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or other portion of Tuscanly without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Lots, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. Developer shall have the option to install Telecommunication Services equipment without ACC approval.

11.18 Pools. No above ground pools shall be permitted. All pools and appurtenances installed shall require the approval of the ACC as set forth in this Declaration. All pools shall be adequately maintained and chlorinated. Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

11.19 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies.

11.20 Holiday Lights and Other Lighting. Except for seasonal holiday lights, all exterior lighting shall require the approval of the ACC as set forth in this Declaration. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g. unacceptable spillover to adjacent lot).

11.21 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Tuscanly, change the level of the land within any portion of Tuscanly, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Tuscanly. Owners may place additional plants, shrubs, or trees within any portion of Tuscanly only with the prior approval of the ACC.

11.22 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof or, if the Home is a condominium unit, the Condominium Association within which it is located, shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

11.23 Animals. No animals of any kind shall be raised, bred or kept within Tuscanly for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Broward County ordinances and in accordance with the applicable Condominium Declaration and the Rules and Regulations established by the Board from time to time. Each Unit may house no more than two (2) in the aggregate, common domestic dogs or cats with a weight not to exceed seventy (70) pounds per animal, unless such animals are of a breed prohibited by the County, City or any other ordinance. Notwithstanding the foregoing, pets may be kept harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. No pets are permitted under any circumstances in the recreational facilities of the Common Areas. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Tuscanly designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

11.24 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Tuscanly is permitted. No firearms shall be discharged within Tuscanly. Nothing shall be done or kept within the Common Areas, or any other portion of Tuscanly, including a Home, which will increase the rate of insurance to be paid by Association.

11.25 Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Tuscanly. Developer and Association shall not be responsible for any use of the facilities by anyone, including minors.

11.26 Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, a Home, or any other portion of Tuscanly, which is unsightly or which interferes with the comfort and convenience of others.

11.27 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval and the procedure therefor shall conform to the requirements of this Declaration.

11.28 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home.

11.29 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, clothesline, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

11.30 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor engaged by the Association.

11.31 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

11.32 Vehicles. All motor vehicles shall be parked within the painted lines and pulled up close to the bumper. No on-street parking of motor vehicles shall be permitted. No vehicle which cannot operate on its own power shall remain within Tuscany for more than 48 hours. No repair, except emergency repair, of vehicles shall be made within Tuscany. No commercial vehicle, recreational vehicle, truck with a camper top, boat or camper, may be kept within Tuscany. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (e.g., Broncos, Blazers, Explorers, etc.) up to 19 feet long or clean "non-working" vehicles such as pick-up trucks or vans not in excess of 3/4 ton capacity if they are used by the Owner on a daily basis for normal transportation. Commercial vehicles for deliveries or service calls shall park only in spaces designated for such purposes. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other Tuscany facility.

The Association shall enter into a contract with a licensed towing company, which towing company shall cause each offending motor vehicle to be towed and removed from Tuscany, at the sale cost and expense of the owner of the motor vehicle, without the necessity of prior approval of the Association.

The Association shall place signage within the parking areas and drives in order to regulate the parking and passage of motor vehicles. All parking and traffic regulations posted within the parking areas and drives, and all other traffic regulations promulgated by the Association for the safety, comfort and convenience of the Owners, shall be strictly obeyed.

11.33 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Tuscany.

11.34 Substances. No flammable, combustible or explosive fuel, fluid, chemical hazardous waste, or substance shall be kept on any portion of Tuscany or within any Home, except those which are required for normal household use.

11.35 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Such firm or individual shall contact Association for permission to install or remove approved hurricane shutters or enclosures. Association shall have no responsibility of any nature relating to any unoccupied Home.

11.36 Commercial Activity. Except for normal construction activity, administrative offices of Developer or Builders, sale and re-sale of a Home, and sale and re-sale of other property owned by Developer no commercial or business activity shall be conducted in any Home within Tuscany. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Tuscany. No solicitors of a commercial nature shall be allowed within Tuscany, without the prior written consent of Association. No garage sales are permitted except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any sales without the prior written consent of Developer.

11.37 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within Tuscany. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED AND THAT AN INJUNCTION OR OTHER APPROPRIATE LEGAL REMEDIES AS TO SUCH ACTIVITIES MAY BE SOUGHT BY DEVELOPER ASSOCIATION OR ANY OWNER WITHOUT DELAY OR ADVANCE NOTICE.

11.38 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot or Home, unless approved by the ACC.

11.39 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Tuscan without the prior written approval of the ACC.

11.40 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Tuscany without the prior written approval of the Association.

11.41 Fencing. No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed.

11.42 Septic Tanks. Septic tanks are prohibited.

12. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon Home by reason of original construction by Developer, then an easement for such encroachment shall exist as long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. In addition, the footers and other supporting features for party walls will protrude underneath adjacent Homes. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance. Association shall maintain, unless it is reasonably determined that such insurance is unavailable or cost prohibitive, the following insurance coverages:

13.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

13.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

13.4 Other Insurance. Such other insurance coverages as appropriate from time to time. All coverages obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

13.5 Developer: Prior to the Turnover Date, Developer shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing

13.6 Homes.

13.6.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home except to the extent that Homes are condominium units, in which case applicable insurance coverage for the buildings containing such Homes shall be maintained by the appropriate Condominium Association, the insurance and repair provisions of the applicable Condominium Declaration will control and references in this Section to the Owner's obligation shall be interpreted to mean the obligation of the Condominium Association. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner or, where applicable, each Condominium Association, shall be required to supply the Board with evidence of insurance coverage on Homes or the buildings containing Homes which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner or a Condominium Association to comply with his, her or its obligations hereunder.

13.6.2 Required Repair. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time