

This instrument was prepared by:  
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Matter No. 05.2243

**DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS  
FOR  
TUSCAN HILL**

This Declaration of Covenants, Conditions, Restrictions and Easements for Tuscan Hill (hereafter "Declaration") is made this 27<sup>th</sup> day of December, 2005, by **T & D Enterprises, LLC**, a Florida limited liability company, whose address is 508A Capital Circle S.E., Tallahassee, Florida 32301 (hereafter "Declarant").

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in **Leon County, Florida** and more particularly described in **Exhibit "A"** attached hereto and by reference made a part hereof; and

WHEREAS, the property described on the attached **Exhibit "A"** has been partitioned into nine (9) residential lots pursuant to that certain Tuscan Hill Limited Partition; and

WHEREAS, Declarant desires to impose certain covenants, conditions, restrictions and easements on the property described on the attached **Exhibit "A"**.

NOW THEREFORE, Declarant hereby declares that all of the properties described in **Exhibit "A"** attached hereto shall be held, sold and conveyed subject to the following easements, covenants, conditions and restrictions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I-DEFINITIONS**

Section 1. "Annual Assessments" shall mean and refer to those certain assessments identified in Article III of this Declaration which each Owner is obligated to pay to the Association (as hereinafter defined) on an annual basis.

Section 2. "Architectural Design Guidelines" shall mean and refer to the Architectural Design Guidelines of Tuscan Hill, which were prepared by a professional Architect and which each Owner covenanted and agreed to comply with by acceptance of a deed to a Lot. In the event of a conflict between this Declaration and the Architectural Design Guidelines, the terms of this Declaration shall control. A copy of the Architectural Design Guidelines shall be maintained at the office of the Association.

Section 3. "Association" shall mean and refer to Tuscan Hill Subdivision Homeowners Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 4. "Common Area" shall mean and refer to all real property and easement rights (including the improvements related thereto) owned or controlled by the Association for the common use and enjoyment of the Owners. The Common Area includes, but is not limited to, the following: the Roadways; the Stormwater Facilities; the sidewalks; the Subdivision Entranceway; all easements identified on the Plat of Tuscan Hill; and all areas identified as Common Area on the Plat of Tuscan Hill. Additional real property and/or interests may be conveyed to the Association for the common use and enjoyment of the Owners as the Properties

(as hereinafter defined) are developed.

Section 5. "Declarant" shall mean and refer to T & D Enterprises, LLC, its successors and assigns provided such successors or assigns acquire more than one unimproved Lot from the Declarant for the purpose of development and such successor or assign has received a written assignment of Declarant's rights hereunder.

Section 6. "Design Review Board" shall mean and refer to the Design Review Board for the Subdivision as identified in Article X of this Declaration.

Section 7. "Lot" shall mean and refer to each numbered lot as depicted on the Plat of Tuscan Hill (as hereinafter defined). The Declarant shall have the right to modify and change the boundary lines to any Lot as long as the Declarant owns the Lot.

Section 8. "Maintenance" and/or "maintain", as they pertain to the Common Area and the Subdivision (as hereinafter defined) in general, shall mean and refer to the exercise of reasonable care to keep buildings, the Subdivision Entranceway (as hereinafter defined), the Roadways (as hereinafter defined), landscaping, lighting, the Stormwater Facilities (as hereinafter defined) and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 9. "Member" shall mean and refer to every person or entity who holds membership in the Association.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Properties, but will not include those holding title merely as security for performance of an obligation.

Section 11. "Plat of Tuscan Hill" shall mean and refer to the Limited Partition of Tuscan Hill recorded in Official Records Book 3410, at Page 2312 of the Public Records of Leon County, Florida and attached hereto as **Exhibit "B"**.

Section 12. "Properties" shall mean and refer to that certain real property described in **Exhibit "A"** attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 13. "Roadways" shall mean and refer to all of the roadways shown on the Plat of Tuscan Hill as well as those certain private roadways serving additions to the Properties brought within the jurisdiction of the Association.

Section 14. "Special Assessments" shall mean and refer to those certain assessments for capital improvements as identified in Article III of this Declaration which each Owner is obligated to pay to the Association.

Section 15. "Stormwater Facilities" shall mean and refer to the stormwater swale system and related stormwater management facilities for the Subdivision.

Section 16. "Subdivision" shall mean and refer to the subdivided real property described in this Declaration, which is sometimes referred to herein as "Tuscan Hill", and all additions to such property as may be brought within the jurisdiction of the Association.

Section 17. "Subdivision Entranceway" shall mean and refer to the entranceway or entranceways to the Subdivision from the public road system, including all associated improvements and landscaping.

## ARTICLE II-MEMBERSHIP IN THE ASSOCIATION AND VOTING RIGHTS

Section 1. Every owner of a Lot shall be a member of the Association. Membership will be appurtenant to and may not be separated from ownership of a Lot.

Section 2. The Association shall have two classes of voting members:

Class A. The Class A members will all be Owners, with the exception of Declarant, and will be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in a given Lot, all such persons will be members and the vote for that Lot is to be exercised as they may determine among themselves. In no event will more than one vote be cast with respect to any Lot owned by Class A members. The first election of the Board of Directors by all lot owners shall be held before more than 50 percent of the lots have been sold or deeded away by the Declarant.

Class B. The Class B member will be Declarant, who is entitled to exercise ten (10) votes for each Lot owned. Class B membership will cease and be converted to Class A membership when seventy (70) percent of the lots have been conveyed to persons other than the members or any member of Declarant.

Section 3. A copy of the Articles of Incorporation of the Association is attached hereto as **Exhibit "C"** and a copy of the Bylaws of the Association is attached hereto as **Exhibit "D"**.

### ARTICLE III-ASSESSMENTS

Section 1. Lien and Personal Obligation of Assessments. Declarant covenants for each Lot within the Subdivision, and each Owner of a Lot is hereby deemed to covenant by acceptance of a deed for such Lot, whether or not it will be so expressed in such deed, to pay to the Association (1) Annual Assessments, and (2) Special Assessments for capital improvements. Such assessments will be established and collected as herein provided. The Annual Assessments and Special Assessments, together with interest, costs, and reasonable attorney fees, will be a charge on the land and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys' fees, also will be the personal obligation of the person or persons who owned the Lot at the time the assessment fell due, but such personal obligation will not pass to the successors in title of such person or persons unless expressly assumed by them.

Section 2. Purpose of Annual Assessments. The Annual Assessments levied by the Association are to be used exclusively to promote the health, safety, welfare, and recreation of the residents in the Subdivision, and for the improvement and maintenance of the Common Area, including, but not limited to: the Roadways; the Stormwater Facilities; the Subdivision Entranceway; and all easements identified on the Plat of Tuscan Hill, including the Landscape Easement.

Section 3. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Assessment will be **\$1,250.00**.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Assessment may be increased each year not more than twenty-five (25) percent above the maximum assessment for the previous year without a vote of the members.

(c) From and after January 1 of the year immediately following the conveyance of the first Lot by Declarant to an Owner, the maximum Annual Assessment may be increased above twenty-five (25) percent by the vote or written assent of a majority of each class of members.

(d) The Board of Directors of the Association may fix the Annual Assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual

Assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including any related fixtures and personal property. Any such assessment must be approved by a majority of each then existing class of members and may be collected on an annual or monthly basis.

Section 5. Notice and Quorum for Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 or 4 will be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the requisite majority of each then existing class of members, members who were not present in person or by proxy may cast their vote or give their assent in writing within ten (10) days after the date of such meeting.

Section 6. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots.

Section 7. Commencement and Collection of Annual Assessments. The Annual Assessments provided for herein shall commence on the date designated by the Board of Directors of the Association. The Board of Directors of the Association will fix the amount of the Annual Assessment against each Lot and will fix the dates on which such amounts become due. Notice of the Annual Assessments will be sent to every Owner subject to the assessments. Except as otherwise determined by the Board of Directors of the Association, Annual Assessments shall be due and payable on January 1 of each year. The Association will, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether all assessments against a specific Lot have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date is deemed to be in default and will bear interest from the due date at the highest rate permitted by law, but in no event greater than eighteen (18) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or may foreclose the lien against the Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of the Owner's Lot.

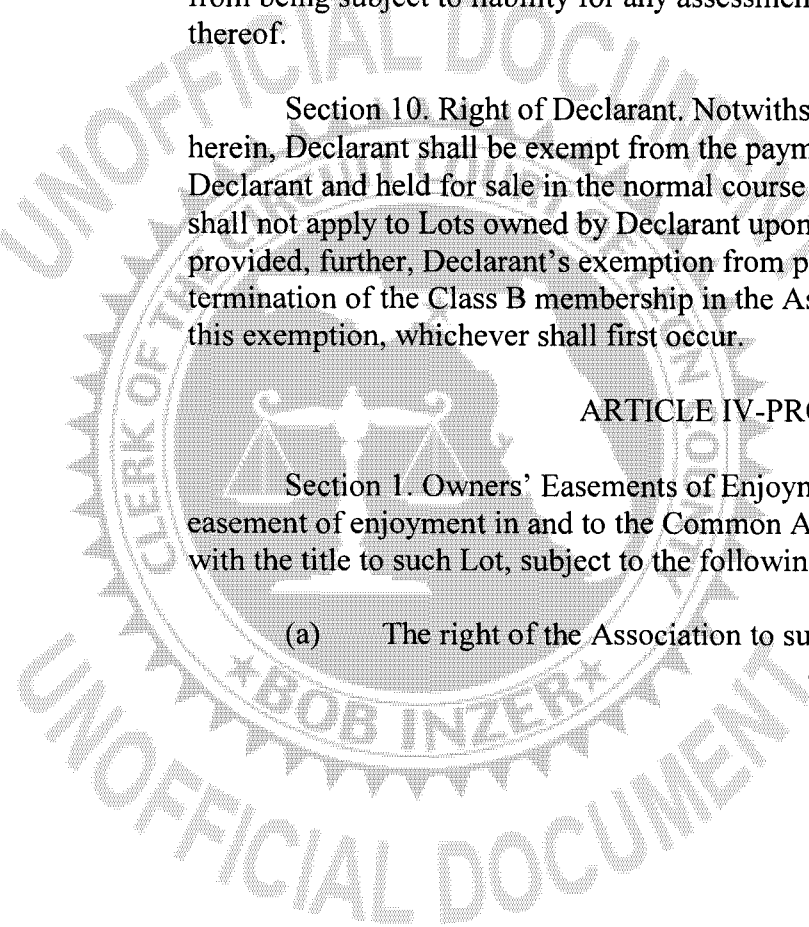
Section 9. Subordination of Assessment Lien to Mortgages. The assessment lien provided for under this Declaration is subordinate to the lien of any first mortgage. A sale or transfer of any Lot will not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, will extinguish the assessment lien as to payments that become due prior to the sale or transfer. No sale or transfer will relieve such Lot from being subject to liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Right of Declarant. Notwithstanding anything to the contrary contained herein, Declarant shall be exempt from the payment of assessments against Lots owned by Declarant and held for sale in the normal course of business; provided, however, this exemption shall not apply to Lots owned by Declarant upon which a dwelling has been constructed; and provided, further, Declarant's exemption from payment of assessments shall terminate upon termination of the Class B membership in the Association or upon Declarant's written waiver of this exemption, whichever shall first occur.

ARTICLE IV-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 such Lot, subject to the following provisions:

- (a) The right of the Association to suspend an Owner's voting rights and right to the



use of recreational facilities, if any, by an Owner for any period during which any assessment against such Owner's Lot remains unpaid, and for a period not exceeding sixty (60) days for any infraction of the published Rules and Regulations of the Association.

(b) The right of the Association or Declarant to dedicate or transfer all or any part of its interest in the Common Area to any municipality, public agency, authority, or utility for the purposes of and subject to the conditions as may be agreed on by the members. No dedication or transfer will be effective unless an instrument executed by two-thirds of each then existing class of members agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration and any and all Rules and Regulations promulgated by the Association, such Owner's right of enjoyment to the Common Area to the members of such Owner's immediate family.

#### ARTICLE V- USE RESTRICTIONS

The Subdivision is to be occupied and used only as follows:

Section 1. Each Lot shall be used as a single-family dwelling and for no other purpose.

Section 2. No building other than a single-family dwelling containing at least Four Thousand (4,000) square feet of living area, exclusive of porches and garages shall be constructed on any Lot. For purposes of this section, "living area" shall mean those heated and air conditioned areas which are completely finished as a living area.

Section 3. No Lot within the Subdivision shall be further subdivided.

Section 4. No mobile or manufactured homes shall be allowed on the Properties, including any Lot.

Section 5. No building shall be erected on any Lot nearer than one hundred twenty (120) feet to the front property line, nearer than seventy-five (75) feet to the rear lot line, or nearer than sixty (60) feet to the side lot lines, except as otherwise restricted on the Plat of Tuscan Hill. As for Lot 9 as identified on the Plat of Tuscan Hill, the front setback shall be reduced to ninety (90) feet from the front property line which extends into said lot as a result of the location of the turnaround movement located at the entrance to the Subdivision. No driveway shall be located nearer than twenty-five (25) feet to a side lot line.

Section 6. No business of any kind is permitted to be conducted on any Lot, with the exception of the business of Declarant. However, this restriction shall not prohibit Owners from having a home office in their single family dwelling and from performing professional office work in said home office, provided, such work does not cause (i) individuals or businesses to enter the Subdivision or any part thereof with respect to said work or (ii) deliveries other than regular mail or limited overnight mailing such as federal express or United Parcel Service. An example of this limited permitted use would be the performance of legal work by an attorney or accounting work by a certified public accountant; however, the attorney or accountant would not be permitted to meet with clients or any business associates within the Subdivision. Overall, nothing herein is intended to impact or change the residential character of the Subdivision, but only to recognize and acknowledge the ability of an Owner to perform the aforesaid limited professional work within his or her single family dwelling.

Section 7. No noxious or offensive activity may be conducted in or on any Lot with the exception of the business of Declarant and the transferees of Declarant in developing all of the Lots as provided in Section 20 below.

Section 8. No sign of any kind may be displayed to public view on a Lot without the prior written consent of the Association, except customary name and address signs and lawn signs made of wood and not more than four (4) square feet in size advertising a property for sale. No for sale or rent signs are permitted on the Common Area.



Section 9. Nothing will be done or kept on a Lot or in the Common Area that would increase the rate of insurance relating thereto without the prior written consent of the Association, and no Owner will permit anything to be done or kept on the Owner's Lot or the Common Area that would result in the cancellation of insurance on any dwelling or on any part of the Common Area, or which would be in violation of any law, rule or regulation.

Section 10. No trailer, travel trailer, motor home, basement, tent, shack, garage, barn or other outbuilding shall be at any time used as a dwelling, temporarily or permanently, nor shall any structure of a temporary character be located on any Lot at any time.

Section 11. All driveways shall be constructed of concrete pavers or concrete as approved by the Design Review Board.

Section 12. The mailbox for each Lot must be standard approved cast aluminum and approved by the Design Review Board.

Section 13. There shall be no on street parking whatsoever of any vehicles including, but not limited to, boats, motor homes, automobiles or trailers, unless such parking is necessary under unusual circumstances, such as a large party or reception. No go-cart or all terrain recreational vehicle shall be operated on any portion of the Properties. Notwithstanding, electric golf-carts may be operated on the Properties.

Section 14. No animals, livestock or poultry of any kind are permitted to be raised, bred, or kept on any Lot or in the Common Area. However, dogs, cats, and other household pets may be kept on Lots subject to such Rules and Regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 15. No rubbish, trash, garbage, or other waste material may be kept or permitted on any Lot or in the Common Area except in sanitary containers located in appropriate areas concealed from public view.

Section 16. No fence, wall or other dividing instrumentality which exceeds six (6) feet in height will be constructed or maintained on any Lot. No fence shall be located nearer to the front Lot line than the rear of the dwelling constructed on the Lot.

Section 17. Nothing may be altered in, constructed on, or removed from the Common Area except by written consent of the Association.

Section 18. Any and all heating and air-conditioning equipment required to be outside of a structure shall be shielded and hidden so that such equipment shall not be readily visible from any Roadways or any other Lot. Window air-conditioning units shall not be permitted.

Section 19. No exterior radio, television or satellite-dish antenna, antenna poles, masts or towers or other exterior reception devices or systems may be installed on any portion of the Properties unless approved by the Design Review Board. The Design Review Board shall have complete discretion as to whether to approve or disapprove such matters. No solar heater installed in a dwelling shall be visible from any Roadways.

Section 20. Declarant or its transferees will undertake the work of developing all Lots included within the Subdivision. The completion of that work, and the construction, sale, rental, or other disposal of residential dwellings is essential to the establishment and welfare of the Subdivision as an ongoing residential community. In order that such work may be completed and the Subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration will be understood or construed to:

(a) Prevent Declarant or its employees, contractors or subcontractors from doing whatever they determine may be reasonably necessary or advisable in connection with the completion of work on any part of the Subdivision owned or controlled by Declarant (Effective after the completion of construction of the first single family dwelling on a Lot and the occupancy thereof, work hours shall be as follows: Monday through Friday 7:00a.m. to

6:00p.m.; Saturdays 9:00a.m. to 5:00p.m.; and Sundays 12:00p.m. to 5:00p.m.); .

(b) Prevent Declarant or its employees, contractors or subcontractors from constructing and maintaining on any part of the Properties owned or controlled by Declarant such structures as may be reasonably necessary for the completion of such work, the establishment of the Subdivision as a residential community, and the disposition of the Lots by sale or otherwise;

(c) Prevent Declarant or its employees, contractors or subcontractors from conducting any business in furtherance of completing the development of the Lots, of establishing the Subdivision as a residential community, or of disposing of the Lots by sale or otherwise; or

(d) Prevent Declarant or its employees, contractors, or subcontractors from maintaining signs on any of the Lots owned or controlled by any of them as may be necessary in connection with the sale of the Lots.

ARTICLE VI-INSURANCE

Each Owner shall maintain fire and extended coverage insurance on such Owner's dwelling and improvements in an amount equal to the maximum insurable replacement value. In the event of loss, and subject to the consent and approval of any mortgagees named as loss payees, all insurance proceeds shall be used to promptly repair or replace the damaged property in accordance with all of the terms and conditions of this Declaration.

ARTICLE VII-OWNERS' OBLIGATION TO REPAIR

Each Owner is responsible for repairing, at his or her sole cost and expense, his or her dwelling, keeping the same in a condition comparable to the condition of the dwelling at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII-OWNERS' OBLIGATION TO REBUILD

If all or any part of a dwelling on a Lot is damaged or destroyed by fire or other casualty, Owner will have the duty to rebuild, repair, or reconstruct the dwelling in a manner that will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction must be undertaken within two (2) months after the damage occurs, and must be completed within twelve (12) months after the damage occurs, unless prevented by causes beyond the control of the Owner or Owners. All reconstruction must comply with all terms and conditions of this Declaration.

ARTICLE IX-ADDITIONAL DUTIES AND POWERS OF ASSOCIATION

Section 1. In addition to the duties and powers of the Association as set forth in this Declaration and the Architectural Design Guidelines, and in addition to any powers and duties set forth in the Articles of Incorporation and Bylaws of the Association, the Association shall:

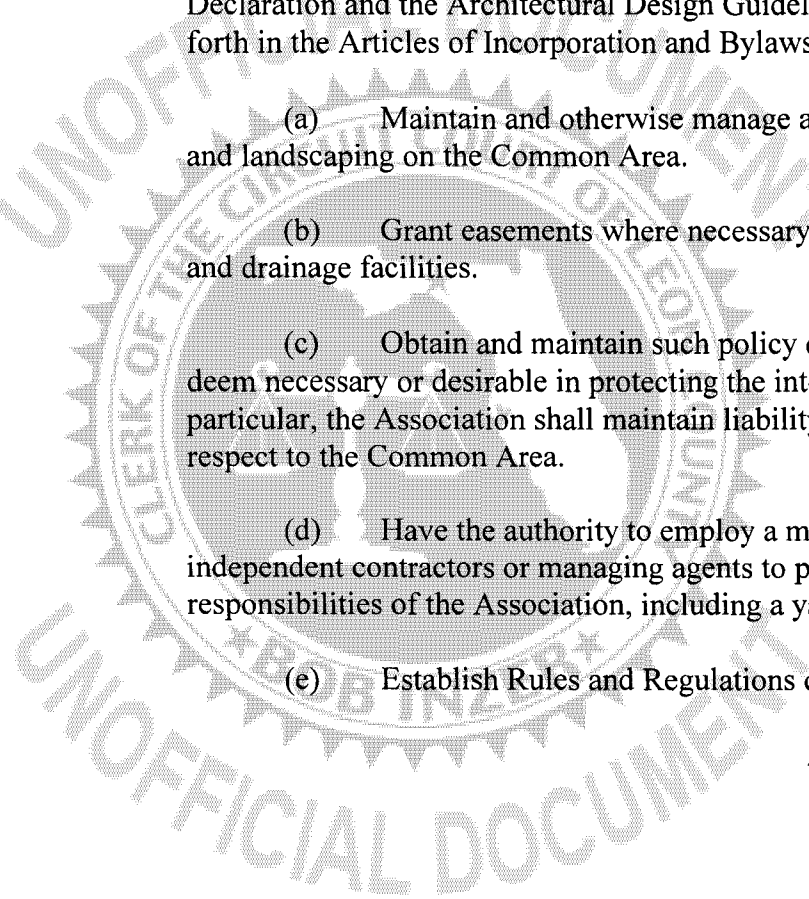
(a) Maintain and otherwise manage all of the Common Area and all improvements and landscaping on the Common Area.

(b) Grant easements where necessary for utilities, internet, cable television and sewer and drainage facilities.

(c) Obtain and maintain such policy or policies of insurance as the Association may deem necessary or desirable in protecting the interest of the Association and its members. In particular, the Association shall maintain liability and replacement coverage insurance with respect to the Common Area.

(d) Have the authority to employ a manager or other person and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, including a yard maintenance service.

(e) Establish Rules and Regulations consistent with the terms and conditions of this



Declaration.

Section 2. Notwithstanding the duties of the Association provided in this Declaration, the Architectural Design Guidelines, the Articles of Incorporation of the Association and the Bylaws of the Association, the Association shall not be liable to Owners, their invitees, guests or tenants for injury or damage caused by any latent defect or condition of the property owned, or to be maintained and repaired by the Association, or caused by acts of God or by third parties.

ARTICLE X-ARCHITECTURAL DESIGN GUIDELINES

Section 1. Membership. The Design Review Board (hereafter "the Board" in this Article) for the Subdivision shall be appointed by the Declarant until such time that the Declarant waives this right in writing, and then by the Board of Directors of the Association. A majority of the Board may select a representative to act for it. The Board shall consist of not less than three (3), and no more than five (5) persons. All members of the Board shall serve without compensation. All notices or submission requests to be given to the Board shall be in writing and delivered by mail to: Douglas E. Turner and Teresa Turner, 508A Capital Circle, S.E., Tallahassee, Florida 32301, or at such other address designated by Declarant, or if no address is given, then to the principal registered office of the Association as from time to time set forth in the records of the office of the Secretary of the State of Florida, Corporate Division.

Section 2. Purpose, Overview and Objectives.

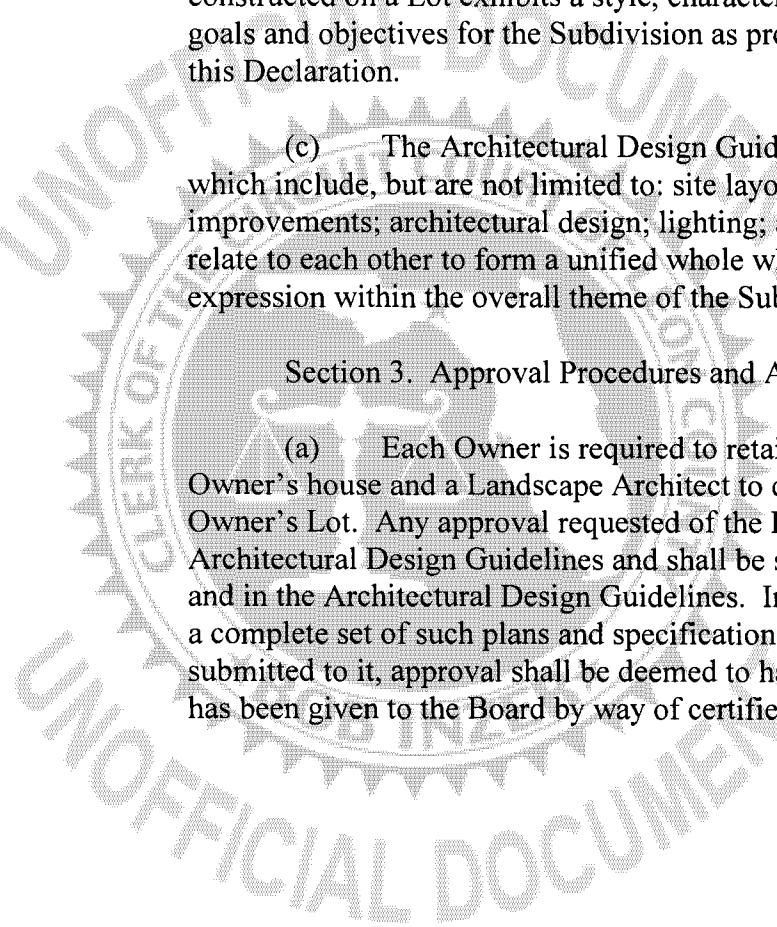
(a) No site development shall be commenced and no building, fence, structure, alteration, addition or improvement of any kind, other than interior alterations not affecting the external appearance of a building or structure, shall be commenced, erected, placed or maintained upon any portion of any Lot (i) unless the plans and specifications therefore comply with the Architectural Design Guidelines and this Declaration and (ii) unless and until the plans and specifications therefore have been approved in writing by the Board. With respect to the review and approval of all plans and specifications, the Board shall have complete and sole discretion as to harmony of external design and location in relation to surrounding structures and topography and as to aesthetic quality.

(b) The purpose of the Architectural Design Guidelines is to assist an Owner in achieving the desired level of site development consistent with the design concept and architectural style for Tuscan Hill. The architectural style for Tuscan Hill is classic and timeless Italian, French and English villas, palazzos, estates and palaces stemming from the 16<sup>th</sup> to 19<sup>th</sup> centuries. The style of each single family dwelling is intended to be based on one of the historic prototypes and all aspects of that composition shall be consistent with the historic elements that are associated with the chosen style. The goal of the Architectural Design Guidelines, and in part, this Declaration, is to ensure an overall unified development and to ensure that each dwelling constructed on a Lot exhibits a style, character and quality of development which conforms to the goals and objectives for the Subdivision as provided in the Architectural Design Guidelines and this Declaration.

(c) The Architectural Design Guidelines address individual design components, which include, but are not limited to: site layout and design; landscaping; hardscape improvements; architectural design; lighting; and color schemes. Each component is intended to relate to each other to form a unified whole while allowing for sufficient flexibility for individual expression within the overall theme of the Subdivision.

Section 3. Approval Procedures and Administration.

(a) Each Owner is required to retain a duly Registered Architect to design such Owner's house and a Landscape Architect to design the landscaping and hardscape for such Owner's Lot. Any approval requested of the Board shall be requested in writing pursuant to the Architectural Design Guidelines and shall be submitted to the Board as provided in this Article and in the Architectural Design Guidelines. In the event the Board fails to approve or disapprove a complete set of such plans and specifications within sixty (60) days after the same have been submitted to it, approval shall be deemed to have been given if written notice by the applicant has been given to the Board by way of certified mail stating that no action was taken for sixty





(60) days and requesting immediate action within ten (10) days, and the Board fails to approve or disapprove within said ten (10) day period.

(b) The Board shall have the power to adopt rules and establish procedures not inconsistent with the provisions of this Declaration and the Architectural Design Guidelines, including, but not limited to, construction and development standards as may be deemed necessary by the Board to insure a quality development and to insure preservation of the aesthetic qualities of the Subdivision. The written request and submittal of plans and specifications required pursuant to Section 2 hereof shall include, but not be limited to the following:

- (1) A completed Design Review Application which is provided in the Architectural Design Guidelines.
- (2) Two complete sets of the architectural design of the house.
- (3) Site plan at 1:20 minimum scale showing all trees, all grades, horizontal and vertical improvements with pertinent dimensions, setbacks, easements, parking and related matters.
- (4) Floor plans at 1/4 inch scale with appropriate notes and dimensions.
- (5) All exterior elevations at 1/4 inch scale to completely define walls, materials, windows, doors, trim, columns, finish floor(s) elevation(s), roof materials and related matters.

The Board shall have complete discretion in determining whether the information and documentation submitted by the applicant complies with this Declaration and the Architectural Design Guidelines. The Board must also receive certain documentation once the design of the improvements has been approved by the Board as specified in the Architectural Design Guidelines.

(c) Before any construction is undertaken, the Owner of the Lot or his representative shall clearly mark or lay out on the Lot the particular dimensions of the dwelling and any other structure permitted to be constructed on the Lot, and these specifically marked dimensions, including a proposed landscape plan, must be approved by the Board in writing in accordance with the Architectural Design Guidelines. All trees intended to be removed from a Lot must be clearly marked and such removal must be approved by the Board within its sole and exclusive discretion.

(d) Upon completion of construction and before applying for a Leon County Certificate of Occupancy, each Owner must submit the following to the Board:

- (1) Final Survey certificate sealed by the surveyor of the applicable Lot.
- (2) As-built set of drawings showing hidden utility conditions and any approved modification(s) to the approved plans and specifications.
- (3) Certificate of Construction Compliance sealed by the Owner's Registered Architect and certified to the Association.

Once the Board determines that all improvements have been constructed in accordance with the plans and specifications approved by the Board, a Certificate of Process Completion will be issued. **NO DWELLING IN THE SUBDIVISION MAY BE OCCUPIED BY ANY PERSON UNTIL THE CERTIFICATE OF PROCESS COMPLETION IS ISSUED.**

Within ten (10) days after the completion of construction of any improvement within the Subdivision, the Owner, builder or other agent for the Owner, shall give written notice to the Board that the improvement is complete and ready for inspection. Within twenty (20) days after receipt of such notice, the Board shall inspect the improvement and shall notify the Owner in writing as to any defects or deficiencies which are found. This response from the Board shall include a statement as to the corrections which should be made to correct any such deficiencies so as to render the improvement in compliance with the approved plans and specifications. The Owner shall be given a reasonable period within which to correct such deficiencies. After being

given a reasonable opportunity to do so, the Board shall make such recommendations to the Board of Directors of the Association as it deems necessary to enforce compliance with the approved plans and specifications. In the event the Board fails to inspect the improvement and notify the Owner in writing as to the defects within twenty (20) days after such notice, the improvement will be deemed in compliance with the plans and specifications previously approved.

Section 4. Fines. In the event of a violation of the provisions contained in this Declaration, the Architectural Design Guidelines or any rules and regulations promulgated by the Association and/or the Design Review Board, the Association shall also have the right to levy a fine against the non-complying party of up to \$100.00 per violation, on the basis of each day of a continuing violation, until the violation is cured, with an aggregate fine limit of five thousand dollars (\$5,000.00) that may be imposed. The fine shall be a Special Assessment and enforceable pursuant to the provisions of this Declaration. Such fine shall be imposed only after fourteen (14) days notice to the person sought to be fined and an opportunity to be heard before the Fines Committee, to be established by the Declarant (and, subsequently, by the Association), in accordance with Section 720.305, Florida Statutes. The notice and hearing requirements described above do not apply with regard to the failure of an Owner to pay Assessments or other charges when due. The rights granted herein shall be in addition to any other rights available to the Association under this Declaration and pursuant to the laws of the State of Florida.

#### ARTICLE XI-CONSTRUCTION OF IMPROVEMENTS

The construction of all dwellings shall be completed within twelve (12) months after commencement of construction, unless a longer period of construction is specifically approved in writing by the Design Review Board at the time of approval of the improvements to be constructed on a Lot. All Lots must be kept in a clean and orderly manner during construction.

#### ARTICLE XII-FIREARMS, FIREWORKS AND BURNING

All types of firearms, including but not limited to shotguns, rifles, pistols, pellet, BB guns and air rifles are prohibited from being used, discharged or displayed upon any part of the Properties. Notwithstanding the above prohibition, firearms may be kept within the dwelling of any Owner. No fireworks shall be permitted on the Properties. No burning of any kind shall be permitted on any portion of the Properties except with the prior written approval of the Association following specific permitting and approvals by all governing authorities.

#### ARTICLE XIII-EASEMENTS

Section 1. Roadway Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for pedestrian and vehicular ingress and egress purposes over and across the Roadways. Certain easements for turning around within the Subdivision are identified on the Plat of Tuscan Hill near the westerly boundary of the Subdivision and may be terminated by Declarant pursuant to the conditions identified on the Plat of Tuscan Hill.

Section 2. Common Area Easements. In addition to such other easements granted herein, the Declarant hereby reserves, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for pedestrian ingress and egress purposes over and across the Common Area.

Section 3. Utility, Telecommunications, Drainage and Cable Easements. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and stormwater treatment, utility and telecommunication purposes over, across, through and under that portion of the Properties designated for such easements as shown on the Plat of Tuscan Hill. The Declarant further reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for cable service and internet service purposes over, across, through and under that portion of the Properties designated for utility

services as shown on the Plat of Tuscan Hill.

Section 4. Easement for Drainage Purposes. The Declarant hereby reserves, excepts, imposes, grants and creates a non-exclusive easement to and on behalf of the Declarant, the Association, the Owners, their grantees, heirs and successors in interest for drainage and stormwater treatment purposes over, across, under and through the Stormwater Facilities.

Section 5. Landscape Easement. The Declarant hereby reserves, excepts, imposes, grants and creates non-exclusive, perpetual easements to and on behalf of the Declarant and the Association for landscape purposes over, on and across that portion of the Plat of Tuscan Hill designated as Landscape Easement.

#### ARTICLE XIV-SIDEWALKS AND STORMWATER MANAGEMENT FACILITIES

The Owners of Lots 5, 6, 7, 8 and 9 as identified on the Plat of Tuscan Hill shall be obligated to construct certain sidewalks on said Lots and the Owners of all Lots shall be obligated to construct stormwater management facilities on their respective Lots pursuant to this Declaration, the land development regulations for Leon County, Florida and all other applicable laws, rules and regulations at such Owners' expense. The Owners of Lots 5, 6, 7, 8 and 9 shall construct the required sidewalk on such Owner's Lot as a part of and in conjunction with the construction of a dwelling on the particular Lot. The Owners of all Lots shall construct the required stormwater management facility on such Owner's Lot as a part of and in conjunction with the construction of a dwelling on the particular Lot. The construction of each stormwater management facility will include the construction and installation of certain block walls. The Association shall be responsible for maintaining all of the sidewalks and stormwater management facilities located in the Subdivision, including all sidewalks and stormwater management facilities constructed on the Lots, and is hereby granted and conveyed a perpetual, non-exclusive easement for ingress and egress over and across the Properties for purposes of maintaining, repairing and reconstructing said sidewalks and stormwater management facilities.

#### ARTICLE XV-NATURAL BUFFERS

Except as to those areas identified as Landscape Buffer on the Plat of Tuscan Hill, the areas identified on the site plan of the Subdivision attached hereto as **Exhibit "E"** as Natural Buffer are intended to remain in their natural and undisturbed condition. As such, the removal or destruction of any tree, shrub or other vegetation from the Natural Buffer areas shown on the attached **Exhibit "E"** is strictly prohibited, unless otherwise approved by Declarant or the Association. Notwithstanding the foregoing, pruning dead or hazardous limbs, supplemental planting and removal of invasive vegetation are permitted in these areas. The Natural Buffer areas shown on the attached **Exhibit "E"**, which run along the boundary of each Lot, except Lots 1 and 9, which have a landscape easement along a portion of the front and certain sides as shown on the Plat of Tuscan Hill, are intended to serve as a buffer and screen for purposes of providing additional privacy for each Lot.

#### ARTICLE XVI-ANNEXATION OF ADDITIONAL PROPERTY AND EASEMENTS OF OTHERS

Additional residential property and common area may be annexed to the Subdivision by Declarant within Declarant's sole and complete discretion. Declarant hereby provides notice that the property totaling approximately 32.97 acres which adjoins the Subdivision along the Subdivision's westerly boundary and currently owned by John C. Griffin ("the Adjoining Property") may be annexed into the Subdivision in the future. The annexation of this additional property is subject to the sole and complete discretion of Declarant. Declarant hereby provides notice to all Owners that the owners of the Adjoining Property have certain easement rights to use the Roadways. Such easement rights are provided in that certain Grant of Private Roadway Easement recorded in Official Records Book 3297, at Page 1406 of the Public Records of Leon County, Florida. The Adjoining Property is identified as Exhibit "C" in said Grant of Private Roadway Easement.

## ARTICLE XVII-GENERAL PROVISIONS

Section 1. Enforcement. Declarant, the Association, or any Owner has the right to enforce, by legal proceeding or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction set forth in this Declaration will in no event be deemed a waiver of the right to do so at a later time.

Section 2. Fines. In addition to the fines established in Article X, and all other remedies provided for in this Declaration, if and to the extent permitted by law, the Association has the right to impose additional fines on an Owner for failure of an Owner, or persons, firms or entities claiming by, through or under the Owner, to comply with any provisions of this Declaration, the Architectural Design Guidelines or any rules and regulations promulgated by the Association and/or the Design Review Board, provided, however, that the Association grants reasonable notice and opportunity to be heard by the Fines Committee, in accordance with Section 720.305, Florida Statutes. The notice and hearing requirements do not apply with regard to the failure of an Owner to pay Assessments or other charges when due. The decisions of the Fines Committee and the Association are final. Fines must be in such reasonable and uniform amounts as the Association determines and shall be assessed against the Owner as a Special Assessment. Fines may be imposed up to One Hundred Dollars (\$100.00) per violation, for each day of a continuing violation, until the violation is cured, up to an aggregate fine limit of Five Thousand Dollars (\$5,000.00).

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order will in no way affect any other provisions, which will remain in full force and effect.

## Section 4. Amendments.

(a) By Declarant. Until Declarant's Class B membership in the Association is terminated as herein provided, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Additionally, until Declarant's Class B membership is terminated, Declarant may waive or grant variances from any of the covenants and restrictions, other than those regarding payment of assessments, as to any Lot, including set back restrictions within its sole discretion. After termination of Declarant's Class B membership in the Association, the right to grant such variances shall be exercised by the Design Review Board.

(b) By Owners. After termination of Class B membership in the Association, this Declaration may be amended (i) by the consent of the Owners of two-thirds (2/3) of all Lots, together with (ii) the approval or ratification of a majority of the Board of Directors of the Association. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an assistant secretary of the corporation.

(c) Limitations. Notwithstanding anything to the contrary herein contained, or those provisions set forth in this Declaration in accordance with Section 10-1560, Leon County Code of Laws, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, or of any institutional mortgagee under this Declaration without the specific written approval of the Declarant or institutional mortgagee affected thereby.

(d) Effective Date. Any amendment to this Declaration shall become effective upon such amendment being recorded in the Public Records of Leon County, Florida.

Section 5. Subordination. No breach of any of the conditions contained in this Declaration or reentry by reason of such breach will defeat or render invalid the lien of any mortgage made in good faith and for value as to the Subdivision or any Lot in the Subdivision;

provided, however, that the conditions will be binding on any Owner whose title is acquired by foreclosure, Trustee's sale, or otherwise.

Section 6. Duration. The covenants and restrictions of this Declaration will run with and bind the land, and will inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty-five (25) years from the date of execution of this Declaration, and thereafter will continue automatically in effect for additional periods of ten (10) years, unless otherwise agreed to in writing by the then-owners of at least three-quarters of the Lots and all holders of mortgages encumbering the Lots.

Section 7. Attorney's Fees. The prevailing party in any legal action arising out of a dispute under this Declaration shall be entitled to recover such party's attorney's fees and costs from the non-prevailing party, including all attorney's fees and costs incurred at the trial and appellate levels.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed on the date first above-written.

WITNESSES:

[Signature]  
Print Name: Bruce I. Wiener

[Signature]  
Print Name: Wendy R. Wiener

[Signature]  
Print Name: Bruce I. Wiener

[Signature]  
Print Name: Wendy R. Wiener

**T & D Enterprises, LLC**, a  
Florida limited liability company  
By: [Signature]  
Douglas E. Turner  
Its Managing Member


By: [Signature]  
Teresa L. Turner  
Its Managing Member

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2005, by Douglas E. Turner, as Managing Member of T & D Enterprises, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as identification.


[Signature]  
NOTARY PUBLIC  
Print Name: Bruce I. Wiener  
My Commission Expires:

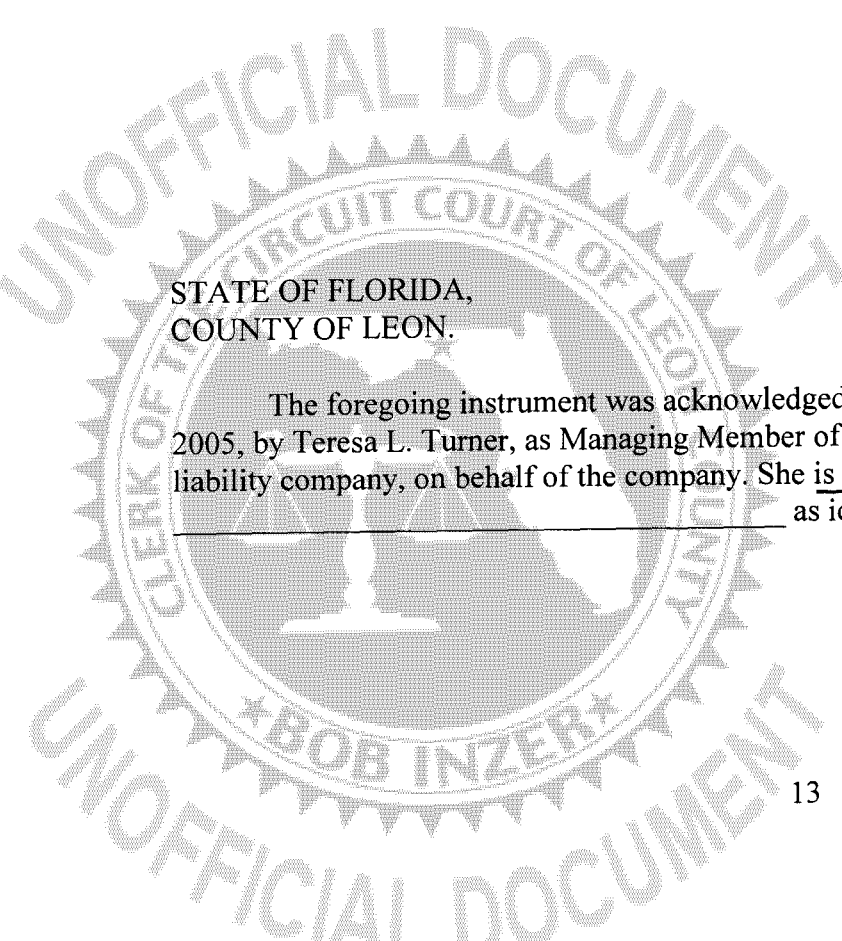
STATE OF FLORIDA,  
COUNTY OF LEON.

 Bruce I. Wiener  
MY COMMISSION # DD094961 EXPIRES  
June 20, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of December, 2005, by Teresa L. Turner, as Managing Member of T & D Enterprises, LLC, a Florida limited liability company, on behalf of the company. She is personally known to me or has produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC  
Print Name: Bruce I. Wiener  
My Commission Expires:

 Bruce I. Wiener  
MY COMMISSION # DD094961 EXPIRES  
June 20, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.





JOINDER

IN

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR TUSCAN HILL

Capital City Bank is the owner and holder of that certain Mortgage dated May 26, 2005, and recorded in Official Records Book 3297, at Page 1422 of the Public Records of Leon County, Florida and all modifications thereto ("the Mortgage") which encumber the Properties. Capital City Bank, as the owner and holder of the Mortgage, hereby joins in and consents to the above Declaration.

Date: December 27<sup>th</sup>, 2005

**WITNESSES:**

[Signature]  
Print Name: Sherry Wells

CAPITAL CITY BANK

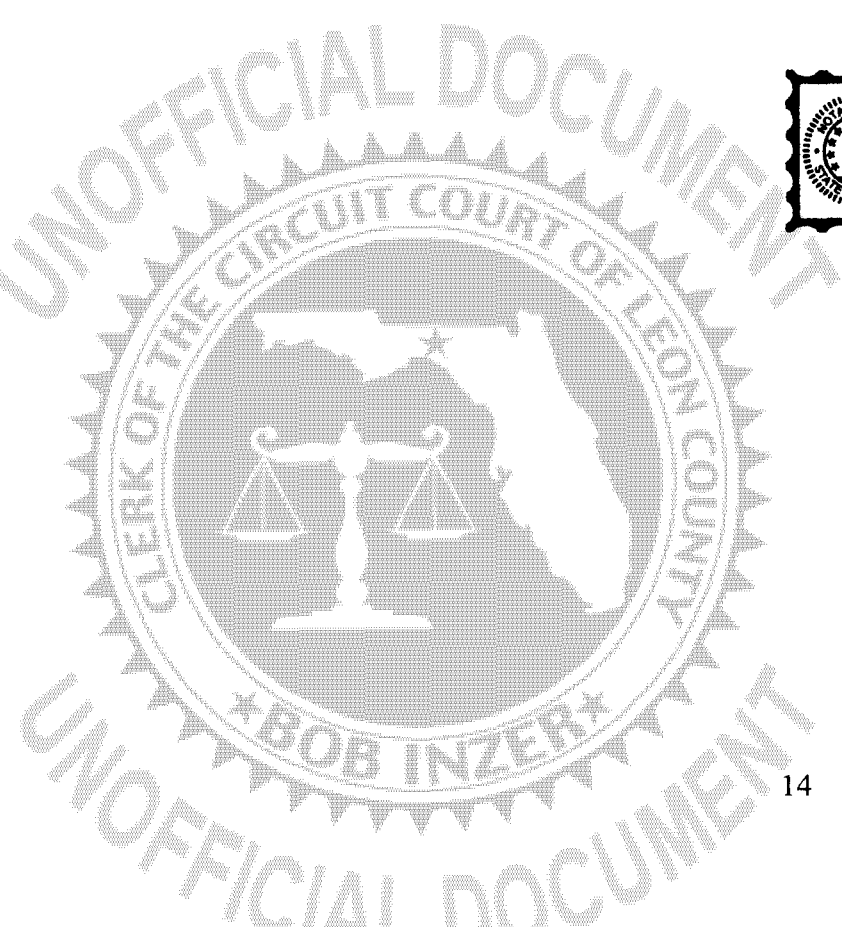
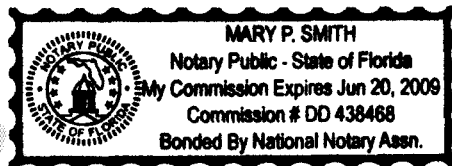
[Signature]  
Print Name: D.B. Jackson

By: [Signature]  
Print Name: Rick Bitner  
Its: SVP.

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing Joinder was acknowledged before me this 27<sup>th</sup> day of December, 2005, by Rick Bitner as Senior Vice Pres of Capital City Bank, a state banking corporation, on behalf of the corporation. He or she is personally known to me or produced \_\_\_\_\_ as identification.

[Signature]  
Printed Name: \_\_\_\_\_  
Notary Public  
My Commission Expires:



**EXHIBIT "A"**

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe and the POINT OF BEGINNING. From said POINT OF BEGINNING, thence run South 88 degrees 39 minutes 10 seconds East 484.22 feet to an iron pipe, thence run South 00 degrees 05 minutes 16 seconds East 155.30 feet, thence South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence South 89 degrees 36 minutes 19 seconds East a distance of 541.21 feet to the Westerly right of way boundary of Ox Bottom Road (66 feet wide), thence run South 00 degrees 19 minutes 49 seconds East along said right of way a distance of 969.41 feet to a concrete monument (X-top), thence leaving said right of way boundary run North 89 degrees 40 minutes 13 seconds West 529.90 feet to a concrete monument (X-top), thence run North 89 degrees 27 minutes 59 seconds West 750.03 feet to a concrete monument (X-top), thence run North 89 degrees 39 minutes 32 seconds West 174.07 feet, thence North 00 degrees 57 minutes 21 seconds West 453.05 feet, thence North 29 degrees 02 minutes 39 seconds East 399.52 feet, thence North 00 degrees 57 minutes 21 seconds West 329.60 feet to the POINT OF BEGINNING, containing 32.68 acres, more or less.



EXHIBIT "B"

LEON COUNTY - LIMITED PARTITION SUBDIVISION - AFFIDAVIT OF RECORDING

This AFFIDAVIT certifies that the parcel of land identified BY LEON COUNTY TAX IDENTIFICATION NUMBER 14-29-20-082-000-0 and 14-29-20-083-000-0 owned by T & D Enterprises, Inc. and whose mailing address is 508-A Capital Circle S.E., Tallahassee, FL 32301 is hereby granted a LIMITED PARTITION approval for the subdivision of an existing 33.0 acre +/- parcel into 9 lots, pursuant to Section 10-1426 of the Leon County Subdivision Regulations. This affidavit and approval only satisfy the procedural requirements of the Leon County Subdivision Regulations and shall be for informational purposes only and shall not be referred to for the purpose of conveying property. In addition, this approval and affidavit do not waive nor denote compliance with any other applicable federal, state, or local regulations or requirements.

The property owner(s) hereby agree that this document shall be recorded in the public records of Leon County, Florida, and shall serve as evidence that the property owner(s) of record petitioned Leon County for the subdivision of such lands.

To be completed by Leon County Growth and Environmental Management:

I hereby certify that on October 21, 2005, Leon County Growth and Environmental Management approved the "TUSCAN HILLS" LIMITED PARTITION SUBDIVISION as shown in the attached exhibits. The approval was pursuant to the Growth and Environmental Management Limited Partition Procedures Guide and Section 10-1426 of the Leon County Subdivision Regulations. An official record of the subdivision approval is on file with the Leon County Growth and Environmental Management.

Leon County Growth and Environmental Management Department:

Signature: DAVID R. McDEVITT  
David R. McDevitt, Director of Development Services Division

Witness:  
Signature: [Signature]  
Print Name: Scott Brockmeier, Planner II

20050120915  
THIS DOCUMENT HAS BEEN RECORDED  
IN THE PUBLIC RECORDS OF  
LEON COUNTY FL  
BK: 3410 PG: 2312, Page 1 of 13  
11/28/2005 at 10:40 AM.  
BOB INZER, CLERK OF COURTS

STATE OF FLORIDA  
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 22 day of November, 2005 by David R. McDevitt who is personally known to me or who has produced identification and who did (did not) take an oath.

(SEAL)



Antonette R. Scott  
MY COMMISSION # DD162369 EXPIRES  
December 20, 2006  
BONDED THRU TROY FAIN INSURANCE INC.

Signature of Notary Public: [Signature]  
Print or Type Name: Antonette R. Scott

To be completed by the Property Owner(s):

Property Owners:

Signature: [Signature]  
Print Name: Douglas E. Turner

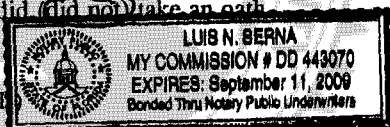
Witnesses:

(1) Signature: [Signature]  
Print Name: Brenda Motto  
Signature: [Signature]  
Print Name: Brenda Motto  
(2) Signature: [Signature]  
Print Name: Fred Saxon

STATE OF FLORIDA  
COUNTY OF LEON

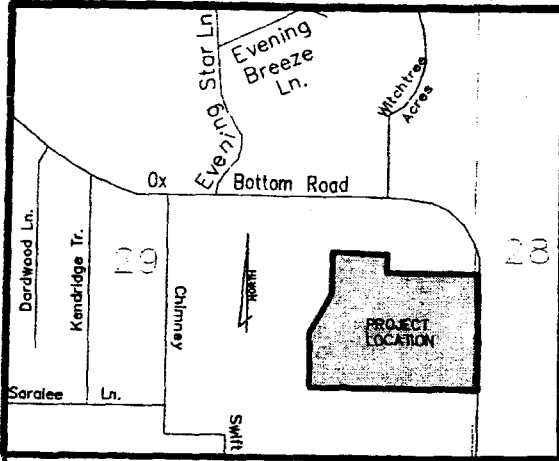
The foregoing instrument was acknowledged before me this 18th day of November, 2005, by Douglas E. Turner who is personally known to me or who has produced identification and who did (did not) take an oath.

(SEAL)



Signature of Notary Public: [Signature]  
Print or Type Name: Luis N. Berna

Prepared by: GEM, Development Services Division  
Name: Scott Brockmeier, Planner II  
Address: 3401 West Thiarpe Street, Tallahassee, FL 32303  
Date: 11/18/2005



**SHEET INDEX**

- SHEET 1: INFORMATION SHEET/LEGALS
- SHEET 2: LEGAL DESCRIPTIONS
- SHEET 3: LEGAL DESCRIPTIONS
- SHEET 4: LEGAL DESCRIPTIONS
- SHEET 5: ORIGINAL SURVEY
- SHEET 6: PROPOSED LOT LAYOUT SURVEY
- SHEET 7: INGRESS/EGRESS EASEMENT
- SHEET 8: TYPE A LANDSCAPE BUFFER
- SHEET 9: LEGAL DESCRIPTIONS
- SHEET 10: 30' LANDSCAPE EASEMENT
- SHEET 11: LEGAL DESCRIPTIONS
- SHEET 12: EASEMENT FOR TURN AROUND

**SYMBOLS & ABBREVIATIONS**

- |                                     |   |
|-------------------------------------|---|
| Δ - CENTRAL ANGLE                   | O.R. - OFFICIAL RECORD BOOK                 |
| AC - ACRES ±                        | PG. - PAGE                                  |
| CH - CHORD                          | P.O.C. - POINT OF COMMENCEMENT              |
| D.B. - DEED BOOK                    | P.O.B. - POINT OF BEGINNING                 |
| FCM - FOUND CONCRETE MONUMENT       | R - RADIUS OR RANGE                         |
| FIR - FOUND IRON ROD                | R/W - RIGHT OF WAY                          |
| (5/8" UNLESS NOTED.)                | SCM - SET CONCRETE MONUMENT                 |
| F.I.R.M. - FLOOD INSURANCE RATE MAP | (4" X 4") UNLESS NOTED                      |
| FIP - FOUND IRON PIPE               | SEC. - SECTION                              |
| FPIP - FOUND PINCHED IRON PIPE      | SIR - SET 5/8" IRON ROD/CAP                 |
| FNC - FOUND NAIL AND CAP            | SNC - SET NAIL AND CAP                      |
| L - ARC LENGTH                      | T - TOWNSHIP                                |
| LB. - LICENSED BUSINESS             | UNREC. - UNRECORDED                         |
|                                     | N.G.V.D. - NATIONAL GEODETIC VERTICAL DATUM |

**NOTES:**

1. THERE ARE NO VISIBLE ENCROACHMENTS ON THIS PROPERTY.
2. THIS SURVEYOR HAS NOT BEEN PROVIDED A CURRENT TITLE OPINION OR ABSTRACT TO THE SUBJECT PROPERTY. IT IS POSSIBLE THERE ARE OTHER DEEDS, EASEMENTS, ETC., RECORDED OR UNRECORDED, THAT MAY AFFECT THE BOUNDARIES.
3. RECORD, DEED, AND COMPUTED MEASUREMENTS ARE SHOWN IN PARENTHESIS
4. THIS PROPERTY LIES IN FLOOD ZONE "X", AS PER FLOOD INSURANCE MAP PANEL No. 120143 0136 D, DATED 11/19/97.
5. IT IS POSSIBLE THERE ARE OTHER DRAINAGE STUDIES DONE SINCE THE PUBLISHED DATE OF THE FLOOD INSURANCE RATE MAP PANEL, THAT MAY AFFECT FLOOD ZONE DESIGNATION, THAT THIS SURVEYOR HAS NOT BEEN PROVIDED.
6. ADJOINERS, UNLESS NOTED WERE NOT FURNISHED TO THIS SURVEYOR
7. UNDERGROUND IMPROVEMENTS OR ENCROACHMENTS WERE NOT LOCATED
8. THE TIE FROM THE P.O.C. TO THE P.O.B. WAS NOT RUN BECAUSE: THE HORIZONTAL CONTROL FOUND WAS ABLE TO ACCURATELY DETERMINE THE PROPERTY BOUNDARIES
9. ELEVATIONS ARE BASED ON N.G.V.D. 1929 DATUM.
10. BEARINGS ARE BASED ON GRID NORTH, FLORIDA NORTH ZONE.

**LIMITED PARTITION NOTES**

- 1) Any further subdivision of the lots shown hereon are subject to the platting requirements as specified in Section 10-1428 of the Leon County Land Development Code.
- 2) Proposed lots to utilize septic tanks. Water, gas and electric services to be provided by The City of Tallahassee. Cable services to be provided by Comcast cable and phone services provided by Sprint.
- 3) Installation of individual septic systems are subject to obtaining the required approvals from the Leon County Public Health Unit of the Florida Department of Health.
- 4) Construction or development on the property lying within the depicted wetlands, water bodies, water courses, flood plains, severe grades, drainage areas, or other areas containing environmentally sensitive features is restricted and shall be regulated in accordance with the provisions of Section 10-346 of the Leon County Code. The graphic depiction of such conservation areas and environmentally sensitive features thereon is for general information purposes. The actual location and extent of areas containing features to be protected on the property, when required, must be determined by physical inspection and survey.
- 5) Furthermore, Conservation Easements may be required by Leon County under the authority of its Code of Laws at Chapter 10, whenever any development is requested for any of the parcels depicted hereon. These conservation Easements may severely restrict the use of portions of the subject lots or parcels.
- 6) Any future subdivision/partition and any future vehicular connection to adjacent property(ies) will require an Environmental Permit.
- 7) No lots will be permitted to have direct driveway access to Ox Bottom Road.
- 8) Existing well will not be for potable use.
- 9) Sidewalk in front of each lot will be constructed by the owner of the lot on which the sidewalk is located. Individual sidewalk segments will be constructed upon completion of house construction for the lot on which the segment is located.
- 10) Leon County does not have responsibility for the maintenance of the streets and drainage easements if any and the purchaser may be responsible for such maintenance.

**LEGAL DESCRIPTION (Per Official Records Book 1230, Page 556)**

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to the Point of Beginning, and from said Point of Beginning, run thence South 330 feet to a point, thence run South 30 degrees West 400 feet to a point, thence run South 453.6 feet to a point, thence run East 1454 feet, more or less, to the West right of way line of Ox Bottom Road, thence run North 974.7 feet along said West right of way line, thence run West 783.44 feet, to a point, thence run North 155.3 feet to a point, thence run West 486 feet, more or less, to the Point of Beginning, containing 33 acres, more or less.

**BEING MORE ACCURATELY DESCRIBED BY SURVEY AS FOLLOWS:**

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 88 degrees 39 minutes 10 seconds East 484.22 feet to an iron pipe, thence run South 00 degrees 05 minutes 16 seconds East 155.30 feet, thence South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence South 89 degrees 36 minutes 19 seconds East a distance of 541.21 feet to the Westerly right of way boundary of Ox Bottom Road (66' wide), thence run South 00 degrees 19 minutes 49 seconds East along said right of way a distance of 969.41 feet to a concrete monument (X-top), thence leaving said right of way boundary run North 89 degrees 40 minutes 13 seconds West 529.90 feet to a concrete monument (X-top), thence run North 89 degrees 27 minutes 59 seconds West 750.03 feet to a concrete monument (X-top), thence run North 89 degrees 39 minutes 32 seconds West 174.07 feet, thence North 00 degrees 57 minutes 21 seconds West 453.05 feet, thence North 29 degrees 02 minutes 39 seconds East 399.52 feet, thence North 00 degrees 57 minutes 21 seconds West 329.60 feet to the POINT OF BEGINNING, containing 32.68 acres, more or less.

(CONTINUED ON NEXT SHEET)

I HEREBY CERTIFY THAT THIS SURVEY WAS PERFORMED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THE PLAT AND DESCRIPTION ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE SURVEY MEETS OR EXCEEDS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING AS ESTABLISHED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS (F.A.C. 61G17-6) 07-18-2005

ALAN D. PLATT, P.L.S.  
PROFESSIONAL LAND SURVEYOR  
FLORIDA LICENSED No. 4664

DATE SIGNED

11-15-2004

DATE SURVEYED

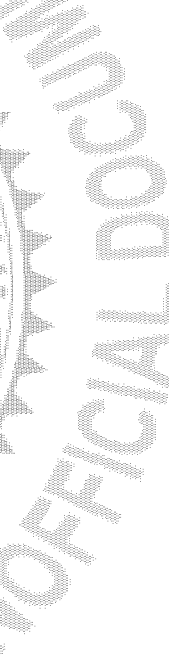
UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID

CERTIFIED TO:  
VARNUM & ASSOCIATES, INC.  
Revised 07/11/05

**A.D. Platt**  
& ASSOCIATES, INC.  
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 385-1036 FAX: (850) 385-1108  
LICENSED BUSINESS No. 6590

BOUNDARY SURVEY OF:  
LIMITED PARTITION OF  
32.68 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

DRAWING:  
8023-1P  
PROJECT:  
8023



LOT 1

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 feet (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.81 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 423.18 feet to a point on a curve concave to the North, thence run Southeasterly along said curve having a radius of 400.00 feet, through a central angle of 22 degrees 26 minutes 18 seconds, for an arc length of 156.65 feet (chord of said arc bears North 87 degrees 13 minutes 28 seconds East 155.65 feet), thence North 76 degrees 00 minutes 19 seconds East a distance of 163.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 05 degrees 02 minutes 22 seconds East a distance of 487.08 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 277.80 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 438.85 feet, thence run South 89 degrees 40 minutes 57 seconds West a distance of 88.12 feet to a point on a curve concave Southerly, thence run westerly along said curve having a radius of 500.00 feet, through a central angle of 13 degrees 40 minutes 38 seconds for an arc distance of 119.36 feet (chord of said arc bears South 82 degrees 50 minutes 38 seconds West 119.07 feet), thence run South 76 degrees 00 minutes 19 seconds West a distance of 120.43 feet, to the POINT OF BEGINNING, said lands containing 3.11 acres, more or less.

LOT 2

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 feet (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.81 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 423.18 feet to a point on a curve concave to the North, thence run Southeasterly along said curve having a radius of 400.00 feet, through a central angle of 07 degrees 02 minutes 31 seconds, for an arc length of 49.16 feet (chord of said arc bears South 85 degrees 04 minutes 39 seconds East 49.13 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 06 degrees 11 minutes 09 seconds East a distance of 541.47 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 250.00 feet, thence run South 05 degrees 02 minutes 22 seconds West a distance of 487.08 feet, thence run South 76 degrees 00 minutes 19 seconds West a distance of 163.90 feet, to a point on a curve concave Northerly, thence run westerly along said curve having a radius of 400.00 feet, through a central angle of 15 degrees 23 minutes 47 seconds for an arc distance of 107.49 feet (chord of said arc bears South 83 degrees 42 minutes 12 seconds West 107.16 feet), to the POINT OF BEGINNING, said lands containing 3.03 acres, more or less.

LOT 3

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.81 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 191.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 09 degrees 07 minutes 05 seconds East a distance of 509.74 feet, thence run South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 13.40 feet, thence run South 06 degrees 11 minutes 09 seconds West a distance of 541.47 feet to a point on a curve concave Northerly, thence run westerly along said curve having a radius of 400.00 feet, through a central angle of 07 degrees 02 minutes 31 seconds for an arc distance of 49.16 (chord of said arc bears North 85 degrees 04 minutes 39 seconds West 49.13 feet), thence run North 81 degrees 33 minutes 23 seconds West a distance of 231.34 feet to the POINT OF BEGINNING, said lands containing 3.23 acres, more or less.

CERTIFIED TO:

VARNUM & ASSOCIATES, INC.

A. D. Platt

489 JOHN KNOWLTON TALLMASTEEL, FL 32303  
PHONE: (904) 385-0334 FAX: (904) 385-1108  
LICENSED BUSINESS No. 6690

BOUNDARY SURVEY OF:

LIMITED PARTITION OF  
32.68 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

DRAWING:

8023-1/P

PROJECT:

8023





LOT 4

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe and the POINT OF BEGINNING. From said POINT OF BEGINNING run South 88 degrees 39 minutes 10 seconds East a distance of 484.22 feet, thence run South 00 degrees 05 minutes 16 seconds East a distance of 155.30 feet, thence run South 09 degrees 07 minutes 05 seconds West a distance of 509.74 feet, thence run North 81 degrees 33 minutes 23 seconds West a distance of 191.84 feet to a point on a curve concave Northeasterly, thence run westerly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 feet (chord of said arc bears North 71 degrees 15 minutes 22 seconds West 178.81 feet), thence run North 60 degrees 57 minutes 21 seconds West a distance of 157.76 feet, thence run North 29 degrees 02 minutes 39 seconds East a distance of 203.84 feet, thence run North 00 degrees 57 minutes 21 seconds West a distance of 329.60 feet to the POINT OF BEGINNING, said lands containing 6.77 acres, more or less.

LOT 5

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 60 degrees 57 minutes 21 seconds East a distance of 157.76 feet to a point on a curve concave Northeasterly, thence run easterly along said curve having a radius of 499.99 feet, through a central angle of 13 degrees 55 minutes 46 seconds for an arc distance of 121.56 feet (chord of said arc bears South 67 degrees 55 minutes 14 seconds East 121.26 feet), thence run South 19 degrees 59 minutes 46 seconds West a distance of 535.06 feet, thence run North 89 degrees 39 minutes 32 seconds West a distance of 154.76 feet, thence run North 00 degrees 57 minutes 21 seconds West a distance of 453.05 feet, thence run North 29 degrees 02 minutes 39 seconds East a distance of 195.67 feet to the POINT OF BEGINNING, said lands containing 3.29 acres, more or less.

LOT 6

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point of a curve to the left, thence run along said curve Southeasterly having a radius of 499.99 feet, through a central angle of 13 degrees 55 minutes 46 seconds for an arc distance of 121.56 feet (chord of said arc bears South 67 degrees 55 minutes 14 seconds East 121.26 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING continue Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 06 degrees 40 minutes 16 seconds for an arc distance of 58.22 feet (chord of said arc bears South 78 degrees 13 minutes 15 seconds East 58.18 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 191.84 feet, thence run South 14 degrees 26 minutes 04 seconds West a distance of 480.75 feet, thence run North 89 degrees 27 minutes 59 seconds West a distance of 290.55 feet, thence run North 89 degrees 39 minutes 32 seconds West a distance of 19.31 feet, thence run North 19 degrees 59 minutes 46 seconds East a distance of 535.06 feet, to the POINT OF BEGINNING, said lands containing 3.16 acres, more or less.

LOT 7

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 feet (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.80 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 191.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 81 degrees 33 minutes 23 seconds East a distance of 231.34 feet, to a point on a curve concave Northerly, thence run easterly along said curve having a radius of 400.00 feet, through a central angle of 07 degrees 02 minutes 31 seconds for an arc distance of 49.16 feet (chord of said arc bears South 85 degrees 04 minutes 39 seconds East 49.13 feet), thence run South 07 degrees 46 minutes 54 seconds West a distance of 434.55 feet, thence run North 89 degrees 27 minutes 59 seconds West a distance of 338.80 feet, thence run North 14 degrees 26 minutes 04 seconds East a distance of 480.75 feet, to the POINT OF BEGINNING, said lands containing 3.20 acres, more or less.

CERTIFIED TO:

VARNUM & ASSOCIATES, INC.

A. D. Platt

& ASSOCIATES, INC.  
489 JOHN KNOX ROAD, TALLAHASSEE, FL. 32303  
PHONE: (904) 386-1108 FAX: (904) 386-1108  
LICENSED BUSINESS NO. 6590

BOUNDARY SURVEY OF:

LIMITED PARTITION OF  
32.88 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

DRAWING:  
8023-LP

PROJECT:  
8023

TUSCAN HILL LIMITED PARTITION

LOT 8

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 feet (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.80 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 423.18 feet to a point on a curve concave to the North, thence run Southeasterly along said curve having a radius of 400.00 feet, through a central angle of 07 degrees 02 minutes 31 seconds for an arc length of 49.16 feet (chord of said arc bears South 85 degrees 04 minutes 39 seconds East 49.13 feet) to the POINT OF BEGINNING. From said POINT OF BEGINNING continue Northeasterly along said curve having a radius of 400.00 feet, through a central angle of 15 degrees 23 minutes 47 seconds for an arc distance of 107.49 feet(chord of said arc bears North 83 degrees 42 minutes 12 seconds East a distance of 107.16 feet) thence run North 76 degrees 00 minutes 19 seconds East a distance of 163.90 feet, thence run South 03 degrees 22 minutes 18 seconds East a distance of 485.24 feet, thence run North 89 degrees 40 minutes 13 seconds West a distance of 232.26 feet, thence run North 89 degrees 27 minutes 59 seconds West a distance of 120.68 feet, thence run North 07 degrees 46 minutes 54 seconds East a distance of 434.55 feet, to the POINT OF BEGINNING, said lands containing 3.21 acres, more or less.

LOT 9

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 00 degrees 57 minutes 21 seconds East for a distance of 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West for a distance of 203.84 feet, thence South 60 degrees 57 minutes 21 seconds East for a distance of 157.76 feet to a point on a curve to the left, thence run Southeasterly along said curve having a radius of 499.99 feet, through a central angle of 20 degrees 36 minutes 03 seconds for an arc distance of 179.77 (chord of said arc bears South 71 degrees 15 minutes 22 seconds East 178.80 feet), thence run South 81 degrees 33 minutes 23 seconds East a distance of 423.18 feet to a point on a curve concave to the North, thence run Southeasterly along said curve having a radius of 400.00 feet, through a central angle of 22 degrees 26 minutes 18 seconds for an arc length of 156.65 feet (chord of said arc bears North 87 degrees 13 minutes 28 seconds East 155.65 feet), thence North 76 degrees 00 minutes 19 seconds East a distance of 163.90 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run North 76 degrees 00 minutes 19 seconds East a distance of 120.43 feet, to a point on a curve concave Southerly, thence run easterly along said curve having a radius of 500.00 feet, through a central angle of 13 degrees 40 minutes 38 seconds for an arc distance of 119.36 feet (chord of said arc bears North 82 degrees 50 minutes 38 seconds East 119.07 feet), thence run North 89 degrees 40 minutes 57 seconds East a distance of 88.12 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 530.57 feet, thence run North 89 degrees 40 minutes 13 seconds West a distance of 297.64 feet, thence run North 03 degrees 22 minutes 18 seconds West a distance of 485.24 feet, to the POINT OF BEGINNING, said lands containing 3.69 acres, more or less.

60' INGRESS/EGRESS, UTILITY & DRAINAGE EASEMENT

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence run South 00 degrees 57 minutes 21 seconds West 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West 173.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 60 degrees 57 minutes 21 seconds East 157.76 feet to a point on a curve concave to the Northeast, thence run along said curve Southeasterly for an arc distance of 168.99 feet, having a radius of 470.00 feet, through a central angle of 20 degrees 36 minutes 02 seconds (said curve bearing South 71 degrees 15 minutes 22 seconds East 168.08 feet), thence South 81 degrees 33 minutes 23 seconds East 423.18 feet to a point on a curve concave to the North, thence run along said curve Northeasterly for an arc distance of 144.90 feet, having a radius of 370.00 feet, through a central angle of 22 degrees 26 minutes 18 seconds (said curve bearing North 87 degrees 13 minutes 28 seconds East 143.98 feet), thence North 76 degrees 00 minutes 19 seconds East 284.33 feet to a point on a curve concave to the Southeast, thence run along said curve Northeasterly for an arc distance of 126.52 feet, having a radius of 530.00 feet, through a central angle of 13 degrees 40 minutes 39 seconds (said curve bearing North 82 degrees 50 minutes 38 seconds East 126.22 feet), thence North 89 degrees 40 minutes 57 seconds East 88.11 feet to the Westerly right of way boundary of Ox Bottom Road (66' wide), thence South 00 degrees 19 minutes 49 seconds East 135.00 feet, thence leaving said right of way boundary run North 89 degrees 41 minutes 21 seconds West 160.23 feet, thence North 00 degrees 18 minutes 39 seconds East 67.80 feet to a point on a curve concave to the Southeast, thence run along said curve Southwesterly for an arc distance of 40.58 feet, having a radius of 470.00 feet, through a central angle of 04 degrees 56 minutes 49 seconds (said curve bearing South 78 degrees 28 minutes 42 seconds West 40.57 feet), thence South 76 degrees 00 minutes 19 seconds West 284.33 feet to a point on a curve concave to the North, thence run along said curve Southwesterly for an arc distance of 168.40 feet, having a radius of 430.00 feet, through a central angle of 22 degrees 26 minutes 18 seconds (said curve bearing South 87 degrees 13 minutes 28 seconds West 167.32 feet), thence run North 81 degrees 33 minutes 23 seconds West 423.18 feet to a point on a curve concave to the Northeast, thence run along said curve Northwesterly for an arc distance of 190.56 feet, having a radius of 530.00 feet, through a central angle of 20 degrees 36 minutes 02 seconds (said curve bearing North 71 degrees 15 minutes 22 seconds West 189.53 feet), thence North 60 degrees 57 minutes 21 seconds West 157.76 feet, thence North 29 degrees 02 minutes 39 seconds East 60.00 feet to the POINT OF BEGINNING, containing 2.21 acres, more or less.

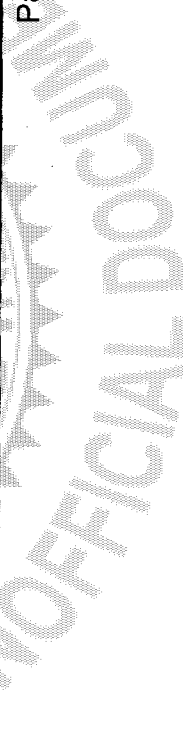
CERTIFIED TO:  
VARNUM & ASSOCIATES, INC.

**A.D. Platt**  
& ASSOCIATES, INC.  
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 396-1035 FAX: (850) 365-1108  
LICENSED BUSINESS, No. 6390

BOUNDARY SURVEY OF:  
LIMITED PARTITION OF  
32.68 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

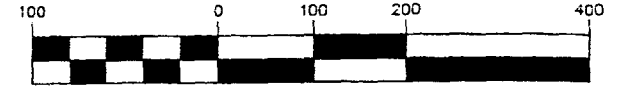
DRAWING:  
8023-IP  
PROJECT:  
8023

OR BK 3430 PG 61





GRAPHIC SCALE

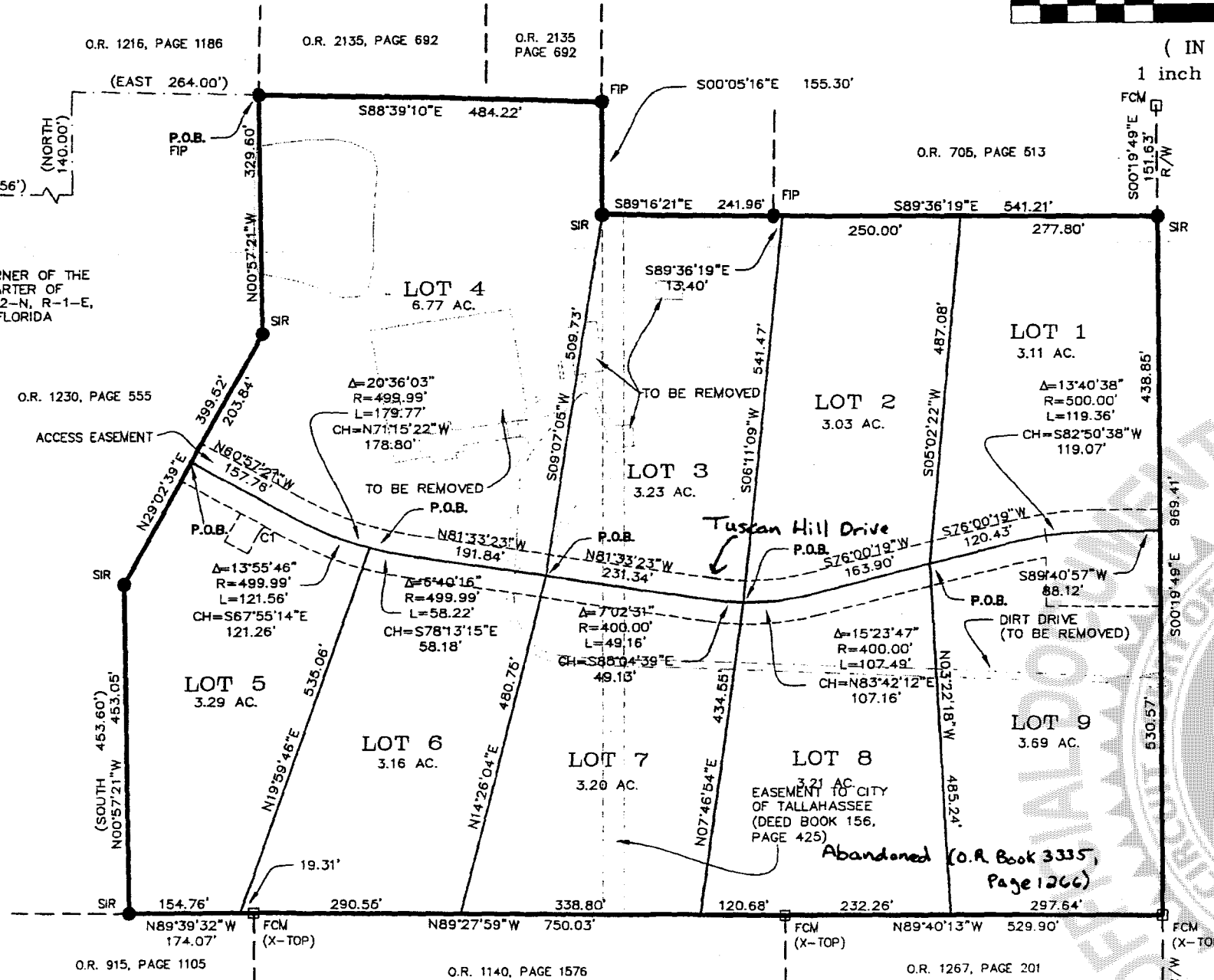


( IN FEET )  
1 inch = 200 ft.

P.O.C.:  
NORTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF  
SECTION 29, T-2-N, R-1-E,  
LEON COUNTY, FLORIDA

R-1 ZONING DISTRICT  
REQUIRED SETBACKS

- FRONT 30'
- SIDE INTERIOR 20'
- SIDE CORNER 30'
- REAR 50'



OX BOTTOM ROAD  
(66' R/W)

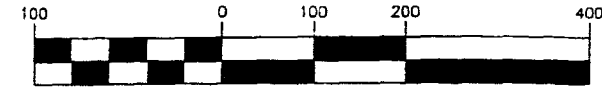
CERTIFIED TO:  
VARNUM & ASSOCIATES, INC.

**A. D. Platt**  
 & ASSOCIATES, INC.  
 488 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
 PHONE: (850) 385-1035 FAX: (850) 385-1108  
 LICENSED BUSINESS NO. 6590

BOUNDARY SURVEY OF:  
 LIMITED PARTITION OF  
 32.68 ACRE PARCEL IN  
 SECTION 29, TOWNSHIP 2 NORTH,  
 RANGE 1 EAST,  
 LEON COUNTY, FLORIDA

DRAWING:  
8023-1P  
 PROJECT:  
8023

GRAPHIC SCALE

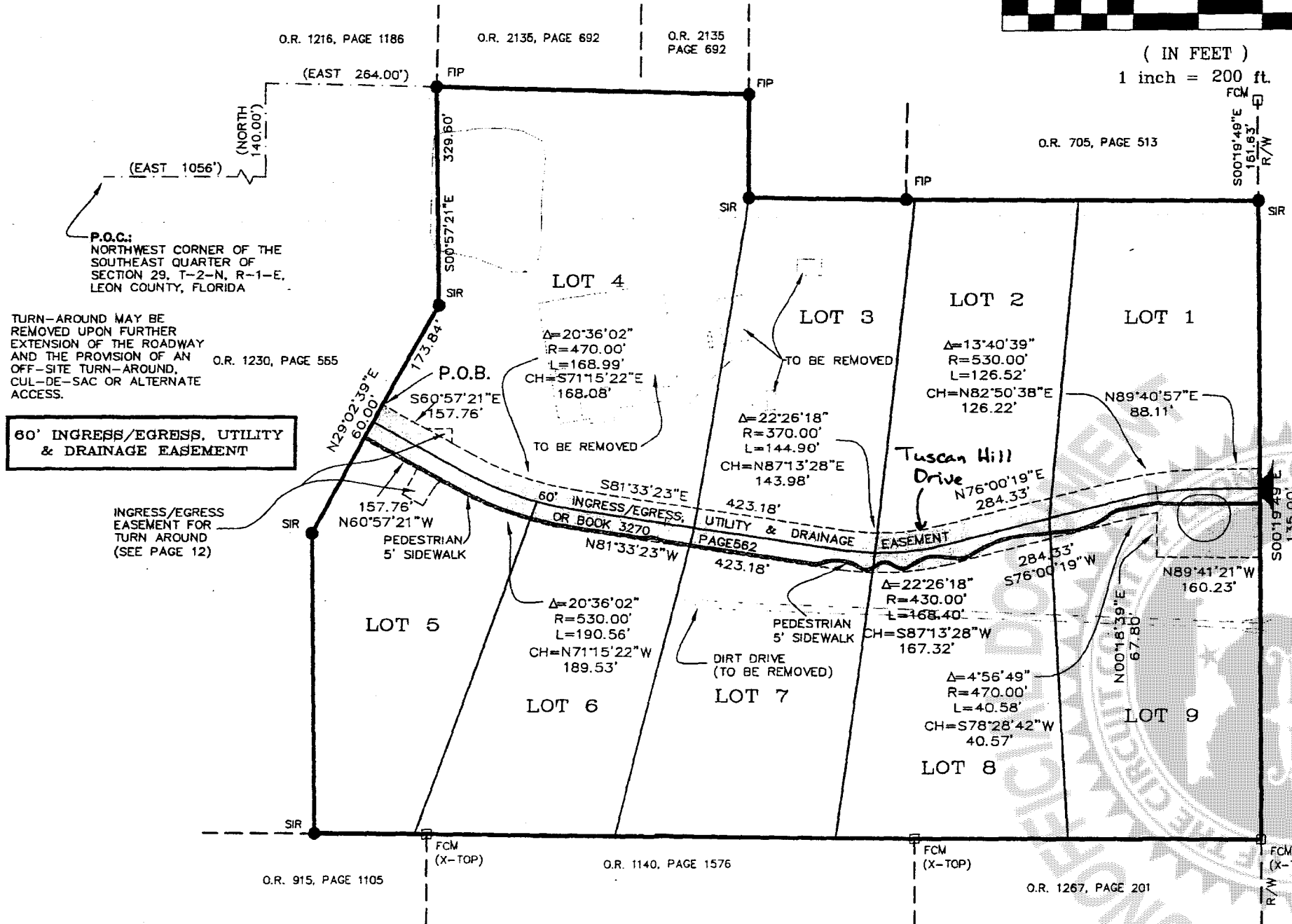


( IN FEET )  
1 inch = 200 ft.

CERTIFIED TO:  
VARNUM & ASSOCIATES, INC.

**A.D. Platt**  
& ASSOCIATES, INC.  
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 385-1036 FAX: (850) 385-1108  
LICENSED BUSINESS NO. 6590

Page 8 of 13



**P.O.C.:**  
NORTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF  
SECTION 29, T-2-N, R-1-E,  
LEON COUNTY, FLORIDA

TURN-AROUND MAY BE  
REMOVED UPON FURTHER  
EXTENSION OF THE ROADWAY  
AND THE PROVISION OF AN  
OFF-SITE TURN-AROUND,  
CUL-DE-SAC OR ALTERNATE  
ACCESS.

**60' INGRESS/EGRESS, UTILITY  
& DRAINAGE EASEMENT**

INGRESS/EGRESS  
EASEMENT FOR  
TURN AROUND  
(SEE PAGE 12)

**N**  
1" = 200'

**OX BOTTOM ROAD  
(66' R/W)**

BOUNDARY SURVEY OF:  
LIMITED PARTITION OF  
32.68 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

DRAWING:  
8023-LP  
PROJECT:  
8023

O.R. 1216, PAGE 1186

O.R. 2135, PAGE 692

O.R. 2135  
PAGE 692

O.R. 705, PAGE 513

O.R. 1230, PAGE 555

O.R. 915, PAGE 1105

O.R. 1140, PAGE 1576

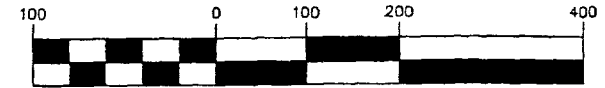
O.R. 1267, PAGE 201

OR BK 3430 PG 64

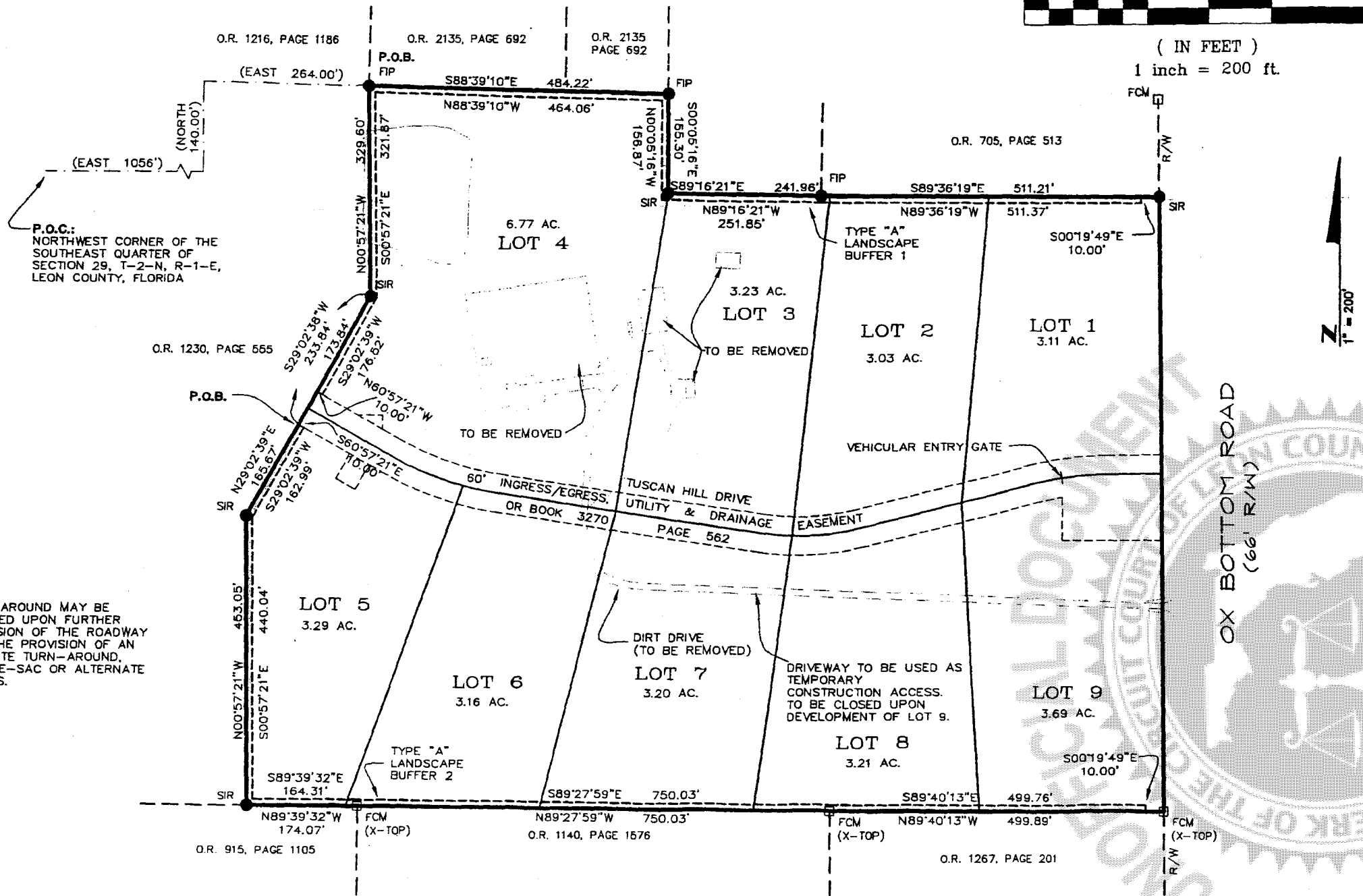
OFFICIAL DOCUMENT



GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.



P.O.C.:  
NORTHWEST CORNER OF THE  
SOUTHEAST QUARTER OF  
SECTION 29, T-2-N, R-1-E,  
LEON COUNTY, FLORIDA

TURN-AROUND MAY BE  
REMOVED UPON FURTHER  
EXTENSION OF THE ROADWAY  
AND THE PROVISION OF AN  
OFF-SITE TURN-AROUND,  
CUL-DE-SAC OR ALTERNATE  
ACCESS.

CERTIFIED TO:  
VARNUM & ASSOCIATES, INC

**A.D. Platt**  
& ASSOCIATES, INC.  
489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
PHONE: (850) 385-1036 FAX: (850) 385-1108  
LICENSED BUSINESS NO. 6590

BOUNDARY SURVEY OF:  
LIMITED PARTITION OF  
32.68 ACRE PARCEL IN  
SECTION 29, TOWNSHIP 2 NORTH,  
RANGE 1 EAST,  
LEON COUNTY, FLORIDA

DRAWING:  
8023-LP  
PROJECT:  
8023



LANDSCAPE BUFFER "1"

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe and the POINT OF BEGINNING. From said POINT OF BEGINNING run South 88 degrees 39 minutes 10 seconds East a distance of 484.22 feet, thence run South 00 degrees 05 minutes 16 seconds East a distance of 155.30 feet, thence run South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 511.21 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 10.00 feet, thence run North 89 degrees 36 minutes 19 seconds West a distance of 511.37 feet, thence run North 89 degrees 16 minutes 21 seconds West a distance of 251.85 feet, thence run North 00 degrees 05 minutes 16 seconds West a distance of 155.41 feet, thence run North 88 degrees 39 minutes 10 seconds West a distance of 464.06 feet, thence run South 00 degrees 57 minutes 21 seconds East a distance of 321.87 feet, thence run South 29 degrees 02 minutes 39 seconds West a distance of 176.52 feet, thence run North 60 degrees 57 minutes 21 seconds West a distance of 10.00 feet, thence run North 29 degrees 02 minutes 39 seconds East a distance of 173.84 feet, thence run North 00 degrees 57 minutes 21 seconds West a distance of 329.60 feet, to the POINT OF BEGINNING, said lands containing 0.43 acres, more or less.

LANDSCAPE BUFFER "2"

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence run South 00 degrees 57 minutes 21 seconds East a distance of 329.60 feet, thence South 29 degrees 02 minutes 38 seconds West a distance of 233.84 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 60 degrees 57 minutes 21 seconds East a distance of 10.00 feet, thence run South 29 degrees 02 minutes 39 seconds West a distance of 162.99 feet, thence run South 00 degrees 57 minutes 21 seconds East a distance of 440.59 feet, thence run South 89 degrees 39 minutes 32 seconds East a distance of 164.31 feet, thence run South 89 degrees 27 minutes 59 seconds East a distance of 750.03 feet, thence run South 89 degrees 40 minutes 13 seconds East a distance of 499.76 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 10.00 feet, thence run North 89 degrees 40 minutes 13 seconds West a distance of 499.89 feet, thence run North 89 degrees 27 minutes 59 seconds West a distance of 750.03 feet, thence run North 89 degrees 39 minutes 32 seconds West a distance of 174.07 feet, thence run North 00 degrees 57 minutes 21 seconds West a distance of 453.05 feet, thence run North 29 degrees 02 minutes 39 seconds East a distance of 165.67 feet, to the POINT OF BEGINNING, said lands containing 0.47 acres, more or less.

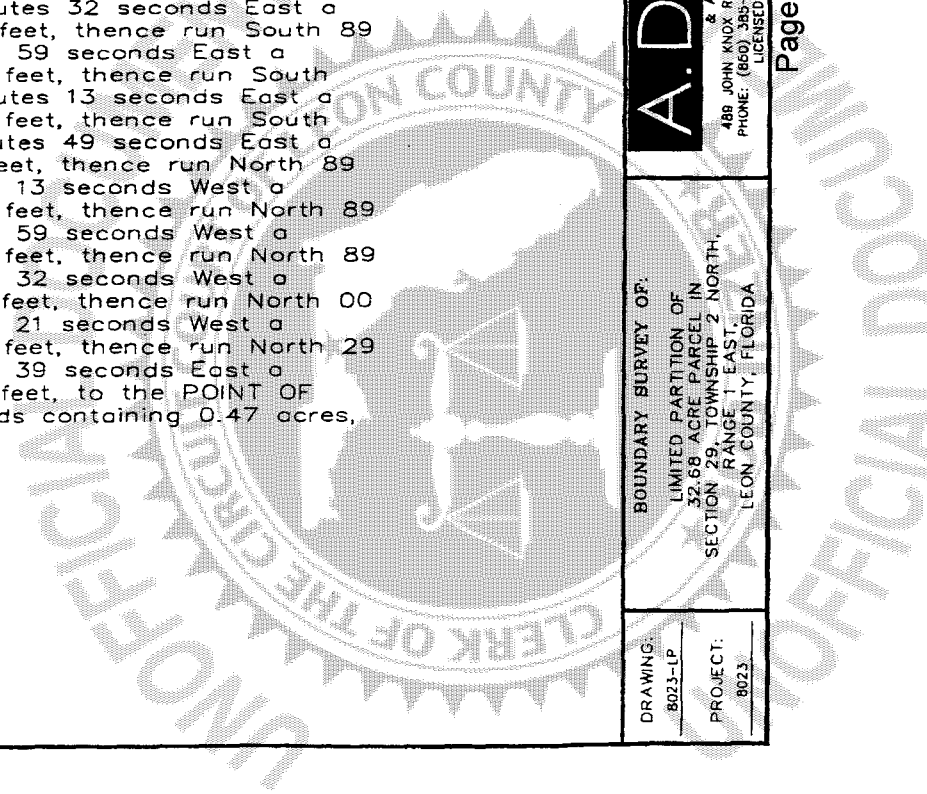
CERTIFIED TO:  
 VARNUM & ASSOCIATES, INC.

**A. D. Platt**

& ASSOCIATES, INC.  
 488 JOHN KNOX ROAD, TALLAHASSEE, FL. 32303  
 PHONE: (850) 385-1036 FAX: (850) 385-1108  
 LICENSED BUSINESS No. 6590

BOUNDARY SURVEY OF:  
 LIMITED PARTITION OF  
 32.68 ACRE PARCEL IN  
 SECTION 29, TOWNSHIP 2 NORTH,  
 RANGE 1 EAST,  
 LEON COUNTY, FLORIDA

DRAWING:  
 8023-1P  
 PROJECT:  
 8023





30' LANDSCAPE EASEMENT "3"  
 Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 88 degrees 39 minutes 10 seconds East a distance of 484.22 feet, thence run South 00 degrees 05 minutes 16 seconds East a distance of 155.30 feet, thence run South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 511.21 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 89 degrees 36 minutes 19 seconds East a distance of 30.00 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 408.85 feet, thence run South 89 degrees 40 minutes 57 seconds West a distance of 88.11 feet, to a point on a curve concave southerly, thence run westerly along said curve having a radius of 530.00 feet, through a central angle of 10 degrees 57 minutes 22 seconds for an arc distance of 101.35 feet (chord of said arc bears South 84 degrees 12 minutes 16 seconds West 101.19 feet), thence run North 00 degrees 18 minutes 39 seconds East a distance of 30.59 feet to a point on a curve concave southerly, thence run easterly along said curve having a radius of 560.00 feet, through a central angle of 10 degrees 19 minutes 40 seconds for an arc distance of 100.94 feet (chord of said arc bears North 84 degrees 31 minutes 07 seconds East 100.81 feet), thence run North 89 degrees 40 minutes 57 seconds East a distance of 58.10 feet, thence run North 00 degrees 19 minutes 49 seconds West a distance of 379.22 feet, to the POINT OF BEGINNING, said lands containing 0.39 acres, more or less.

30' LANDSCAPE EASEMENT "4"  
 Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence South 88 degrees 39 minutes 10 seconds East a distance of 484.22 feet, thence run South 00 degrees 05 minutes 16 seconds East a distance of 155.30 feet, thence run South 89 degrees 16 minutes 21 seconds East a distance of 241.96 feet, thence run South 89 degrees 36 minutes 19 seconds East a distance of 541.21 feet, thence run South 00 degrees 19 minutes 49 seconds East a distance of 543.85 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING run South 00 degrees 19 minutes 49 seconds East a distance of 425.56 feet, thence run North 89 degrees 40 minutes 13 seconds West a distance of 30.00 feet, thence run North 00 degrees 19 minutes 49 seconds West a distance of 395.55 feet, thence run North 89 degrees 41 minutes 21 seconds West a distance of 160.57 feet, thence run North 00 degrees 18 minutes 39 seconds East a distance of 91.85 feet, to a point on a curve concave southerly, thence run easterly along said curve having a radius of 470.00 feet, through a central angle of 03 degrees 43 minutes 45 seconds for an arc distance of 30.59 feet (chord of said arc bears North 79 degrees 05 minutes 15 seconds East 30.58 feet), thence run South 00 degrees 18 minutes 39 seconds West a distance of 67.80 feet, thence run South 89 degrees 41 minutes 21 seconds East a distance of 160.23 feet, to the POINT OF BEGINNING, said lands containing 0.45 acres, more or less.

CERTIFIED TO:

VARNUM & ASSOCIATES, INC.

**A.D. Platt**

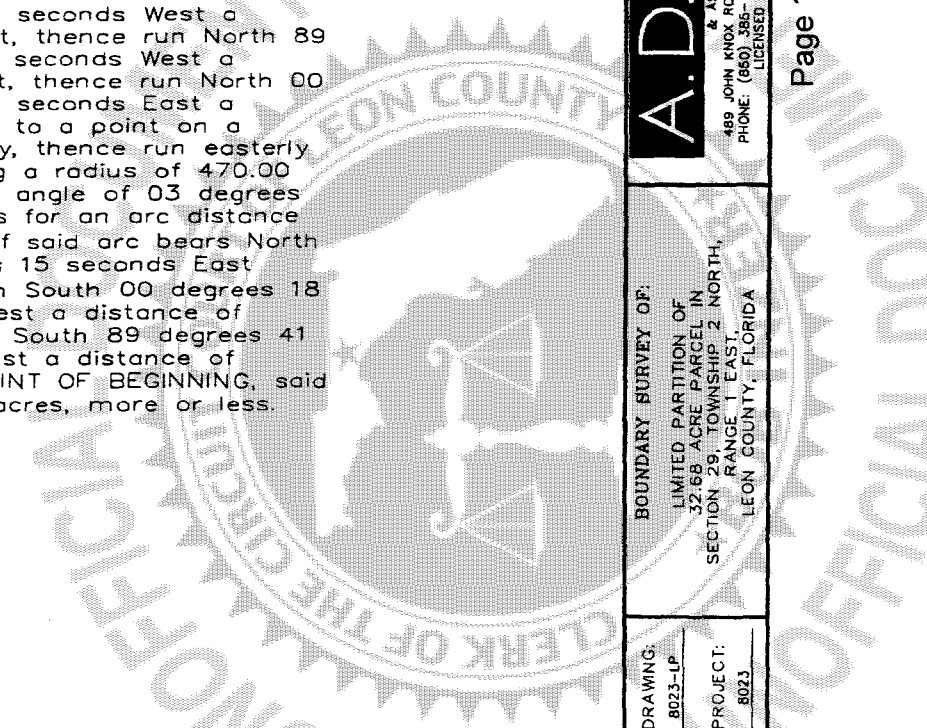
& ASSOCIATES, INC.  
 489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
 PHONE: (850) 386-1036 FAX: (850) 386-1108  
 LICENSED BUSINESS No. 6550

BOUNDARY SURVEY OF:

LIMITED PARTITION OF  
 32.68 ACRE PARCEL IN  
 SECTION 29, TOWNSHIP 2 NORTH,  
 RANGE 1 EAST, FLORIDA  
 LEON COUNTY, FLORIDA

DRAWING:  
 8023-UP

PROJECT:  
 8023



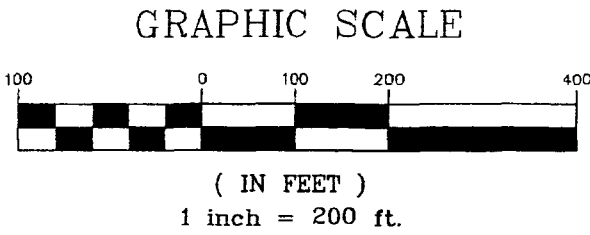
INGRESS & EGRESS EASEMENT FOR TURN AROUND:

EASEMENT E1:

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence run South 00 degrees 57 minutes 21 seconds West 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West 173.84 feet, thence run South 60 degrees 57 minutes 21 seconds East a distance of 75.76 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run East a distance of 40.00 feet, thence run South a distance of 22.21 feet, thence run North 60 degrees 57 minutes 21 seconds West a distance of 45.76 feet to the POINT OF BEGINNING, containing 444 square feet or 0.01 acres, more or less.

EASEMENT E2:

Commence at the Northwest corner of the Southeast Quarter of Section 29, Township 2 North, Range 1 East, Leon County, Florida, thence run East 1056 feet along the North line of the Southeast Quarter, thence run North 140 feet, thence run East 264 feet to an iron pipe, thence run South 00 degrees 57 minutes 21 seconds West 329.60 feet, thence South 29 degrees 02 minutes 39 seconds West 233.84 feet, thence run South 60 degrees 57 minutes 21 seconds East a distance of 94.43 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 60 degrees 57 minutes 21 seconds East a distance of 39.98 feet to a point on a curve concave to the southeast, thence run southwesterly along said curve having a radius of 34.00 feet, through a central angle of 27 degrees 59 minutes 41 seconds for an arc distance of 16.61 feet (chord of said arc bears South 43 degrees 02 minutes 30 seconds West for a distance of 16.45 feet), thence run South 29 degrees 02 minutes 39 seconds West a distance of 29.04 feet, thence run North 60 degrees 57 minutes 21 seconds West a distance of 36.00 feet, thence run North 29 degrees 02 minutes 39 seconds East a distance of 45.00 feet to the POINT OF BEGINNING, containing 1641 square feet or 0.04 acres, more or less.



P.O.C.: NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SECTION 29, T-2-N, R-1-E, LEON COUNTY, FLORIDA

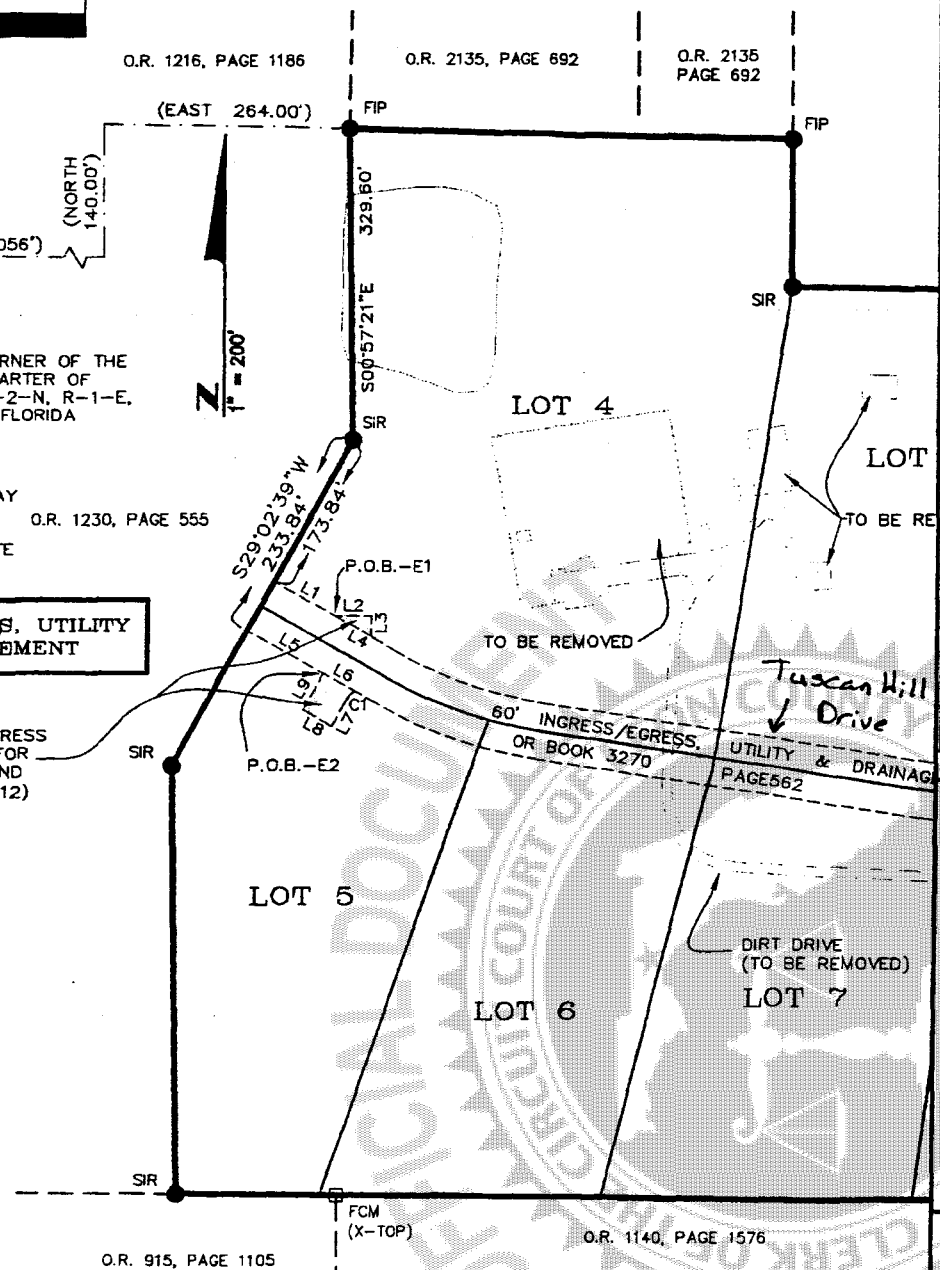
TURN-AROUND MAY BE REMOVED UPON FURTHER EXTENSION OF THE ROADWAY AND THE PROVISION OF AN OFF-SITE TURN-AROUND, CUL-DE-SAC OR ALTERNATE ACCESS.

60' INGRESS/EGRESS, UTILITY & DRAINAGE EASEMENT

INGRESS/EGRESS EASEMENT FOR TURN AROUND (SEE PAGE 12)

LINE TABLE		
LINE	LENGTH	BEARING
L1	75.76	S60°57'21"E
L2	40.00	N90°00'00"E
L3	22.21	S00°00'00"E
L4	45.76	N60°57'21"W
L5	94.43	S60°57'21"E
L6	39.98	S60°57'21"E
L7	29.04	S29°02'39"W
L8	36.00	N60°57'21"W
L9	45.00	N29°02'39"E

CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CH BEARING	CHORD	DELTA
C1	16.61'	34.00'	8.48	S43°02'29"W	16.45'	27°59'41"



CERTIFIED TO:  
VARNUM & ASSOCIATES, INC.

**A.D. Platt**  
 & ASSOCIATES, INC.  
 489 JOHN KNOX ROAD, TALLAHASSEE, FL 32303  
 PHONE: (850) 385-1000 FAX: (850) 385-1108  
 LICENSED BUSINESS NO. 6990

BOUNDARY SURVEY OF:  
 LIMITED PARTITION OF  
 32.68 ACRE PARCEL IN  
 SECTION 29, TOWNSHIP 2 NORTH,  
 RANGE 1 EAST,  
 LEON COUNTY, FLORIDA

DRAWING:  
 8023-1P  
 PROJECT:  
 8023



EXHIBIT "C"

ARTICLES OF INCORPORATION

OF

TUSCAN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

The undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation:

**ARTICLE I**

The name of the corporation is **TUSCAN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.** (hereafter "the Association"). The initial principal place of business and mailing address of the Association shall be 508-A Capital Circle S.E., Tallahassee, Florida 32301.

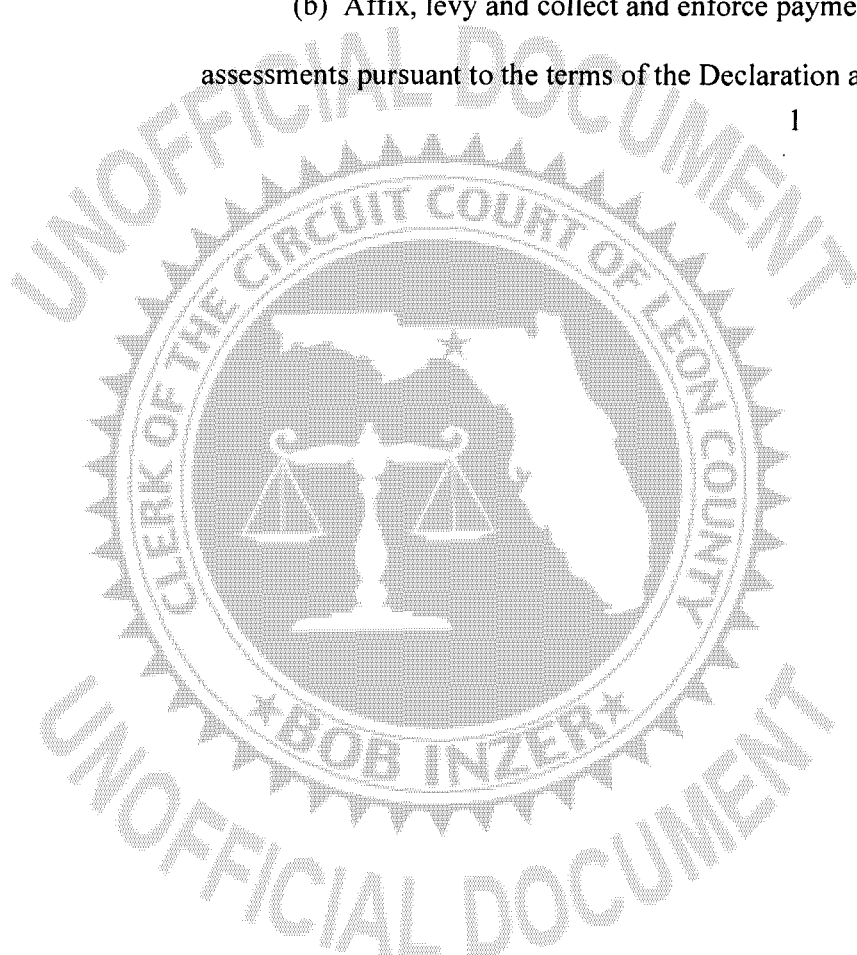
**ARTICLE II**

The owners of lots in TUSCAN HILL, a subdivision in Leon County, Florida (hereafter "the Subdivision"), shall be members of the Association as provided in the Declaration of Covenants, Conditions, Restrictions and Easements encumbering the Subdivision (hereafter "the Declaration").

The specific primary purposes for which the Association is formed are to provide for maintenance of the Common Area of the Subdivision. Generally, the Association's purpose is to promote the health, safety, and welfare of the residents within the Subdivision.

In furtherance of the specific and general purposes, the Association shall have power to:

- (a) Perform all of the duties and obligations of the Association as set forth in the Declaration as amended from time to time which are applicable to the Subdivision;
- (b) Affix, levy and collect and enforce payment by any lawful means of all charges and assessments pursuant to the terms of the Declaration as amended; and pay all expenses in



connection therewith, and all office and other expenses incidental to the conduct of the business of the Association;

(c) Acquire (by gift, purchase, or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of, real and personal property in connection with the affairs of the Association;

(d) Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas as provided in the Declaration.

(e) Have and exercise any and all powers, rights, and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes may now or hereafter have or exercise.

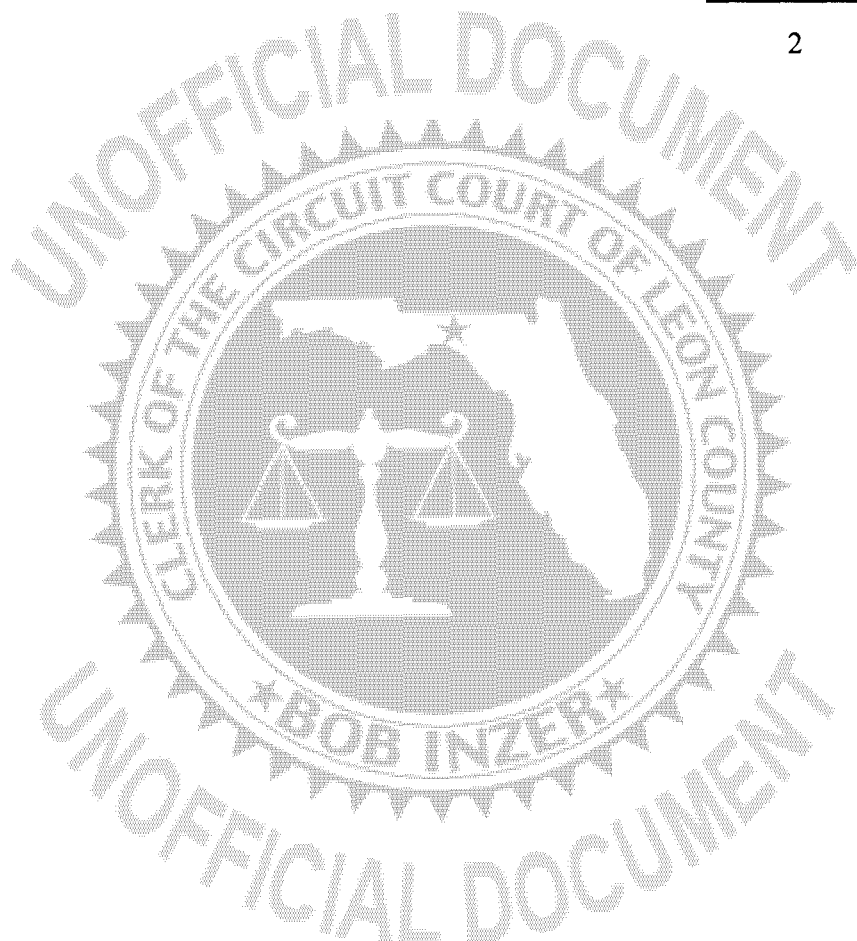
The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Declaration applicable to the Subdivision and no part of any net earnings of the Association will inure to the benefit of any member.

**ARTICLE III**

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is located in the Subdivision, but excluding persons or entities holding title merely as security for the performance of an obligation, shall be a member of the Association.

Membership shall be appurtenant to and may not be separated from ownership of a lot in the Subdivision.

**ARTICLE IV**



The period of duration of the Association shall be perpetual.

**ARTICLE V**

The name and address of the initial Registered Agent are:

Douglas E. Turner  
508-A Capital Circle S.E.  
Tallahassee, Florida 32301

**ARTICLE VI**

The affairs of the Association shall be managed by a Board of Directors, a President and Vice President [both of whom shall at all times be members of the Board of Directors], and a Secretary and Treasurer. The officers shall be elected at the first meeting of the Board of Directors following each annual meeting of members.

The names of the officers who are to serve until the first election are:

<u>President:</u>	Douglas E. Turner
<u>Vice-President:</u>	Teresa L. Turner
<u>Secretary:</u>	Teresa L. Turner
<u>Treasurer:</u>	Douglas E. Turner

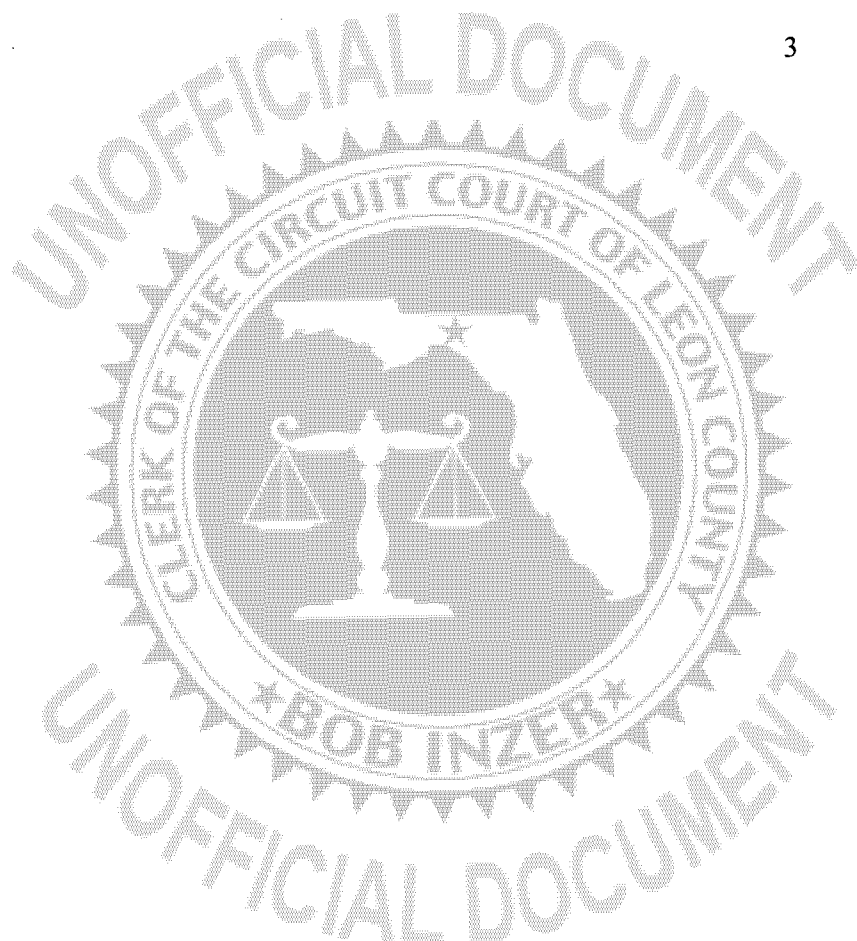
**ARTICLE VII**

The number of persons constituting the first Board of Directors of the Association shall be three (3), and the name and address of the persons who shall serve as Directors until the first election are:

Douglas E. Turner, 508-A Capital Circle S.E., Tallahassee, Florida 32301

Teresa L. Turner, 508-A Capital Circle S.E., Tallahassee, Florida 32301

Fred Daniel Brown, 508-A Capital Circle S.E., Tallahassee, Florida 32301



The Board of Directors shall have the number of Directors and be elected as specified in the Bylaws, and shall always have at least three (3).

**ARTICLE VIII**

Subject to the rights of the Declarant expressed in the Declaration, the Bylaws of the Association may be made, altered, or rescinded at any annual meeting of the Association, or at any special meeting duly called for such purpose, on the affirmative vote of a majority of the members existing at the time of, and present at, such meeting except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors.

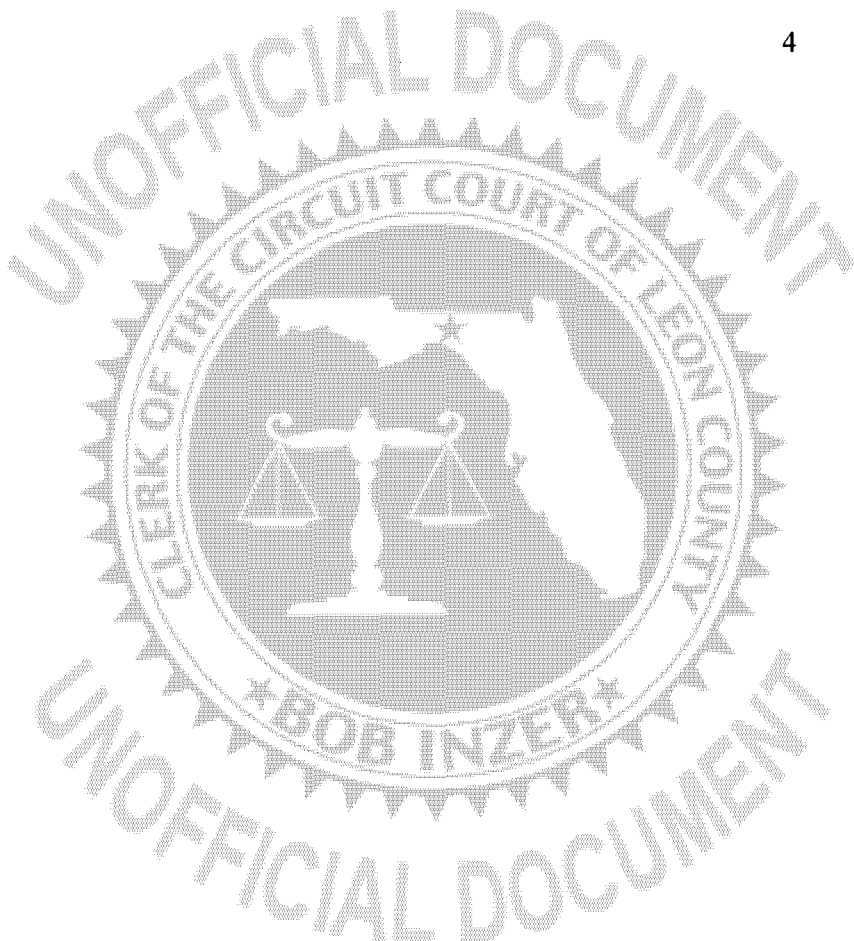
**ARTICLE IX**

Subject to the rights of the Declarant expressed in the Declaration, amendments to these Articles of Incorporation may be proposed by any member of the Association and these Articles may be amended at any annual meeting of the Association or at any special meeting duly called and held for such purpose, on the affirmative vote of a majority of the members existing at the time of, and present at, such meeting.

**ARTICLE X**

The Association shall have two (2) classes of voting members:

Class A - Class A members shall be all owners of property within the Subdivision with the exception of Declarant, and shall be entitled to one (1) vote for each lot owned as defined in the Declaration. When more than one (1) person holds an interest in any lot, all such persons shall be members and the vote for that lot shall be exercised as they may determine among themselves.



Class B - The Class B member shall be the Declarant, as such term is defined in the Declaration who shall be entitled to ten (10) votes for each lot within the Subdivision owned by Declarant. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

**ARTICLE XI**

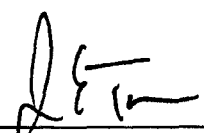
On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

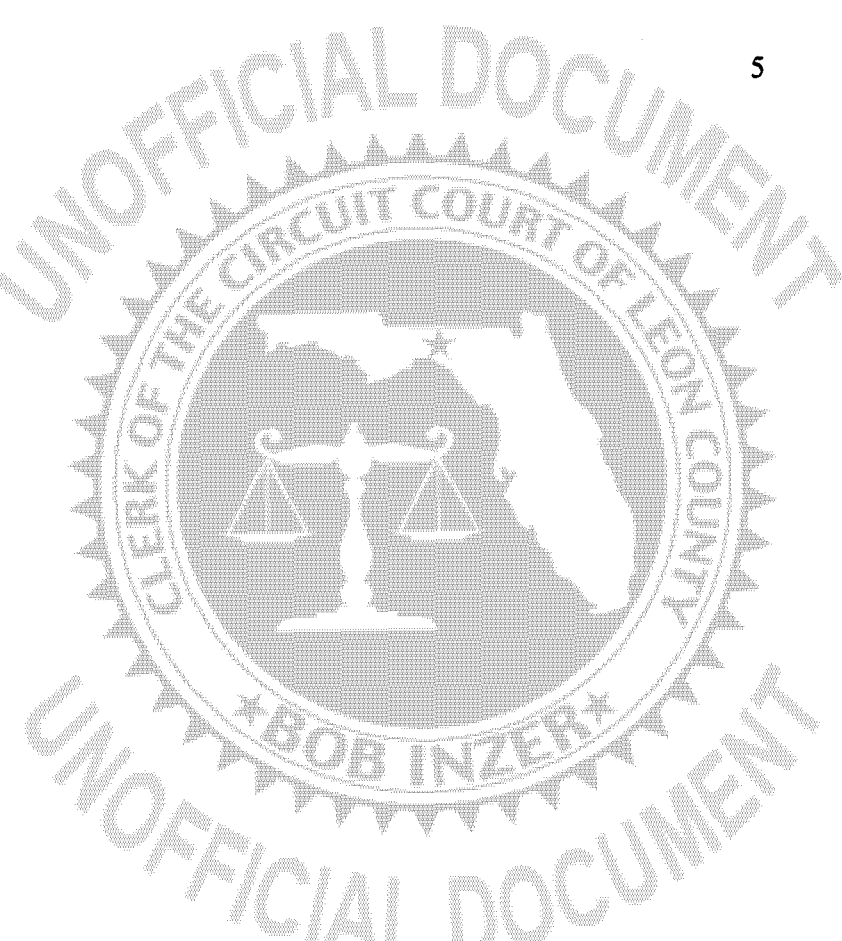
**ARTICLE XII**

The name and street address of the incorporator to these Articles of Incorporation are as follows:

Douglas E. Turner  
508-A Capital Circle S.E.  
Tallahassee, Florida 32301

EXECUTED by the incorporator on this 26<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
Douglas E. Turner






STATE OF FLORIDA,  
COUNTY OF LEON.

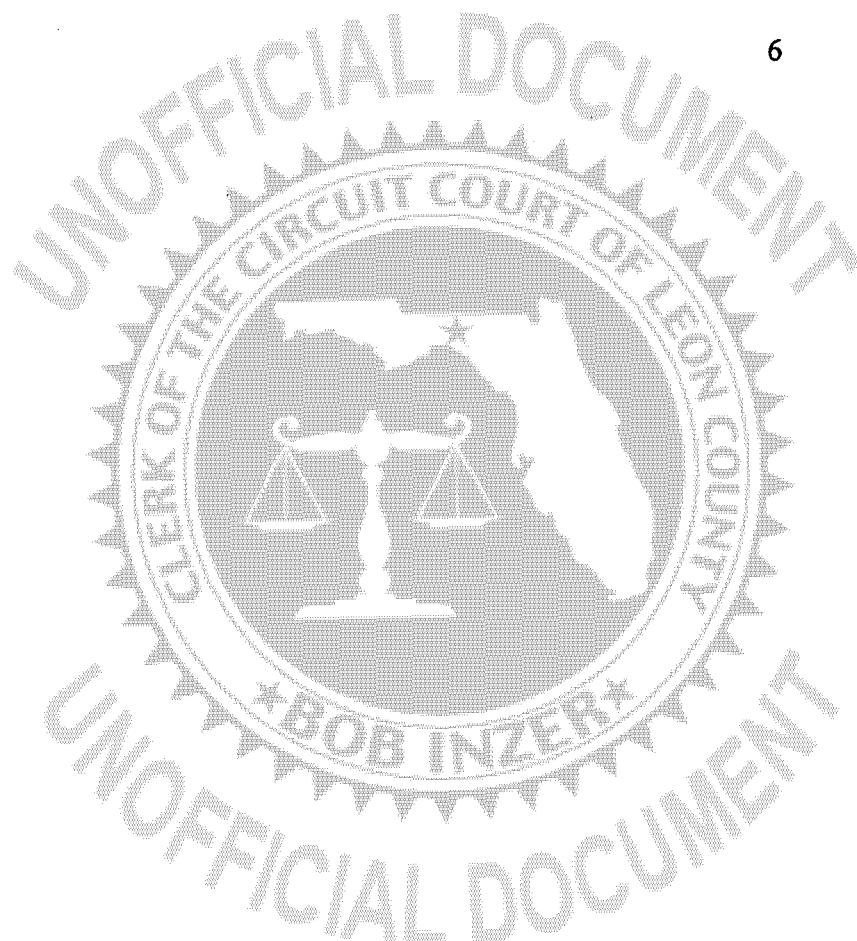
BEFORE ME, the undersigned authority, personally appeared Douglas E. Turner, who, first being duly sworn by me, and to me well known to be the individual described in the foregoing Articles of Incorporation, acknowledged to and before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal on this 26<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
NOTARY PUBLIC  
Print Name: Bruce I. Wiener  
My Commission Expires:



Bruce I. Wiener  
MY COMMISSION # DD094961 EXPIRES  
June 20, 2006  
BONDED THRU TROY FAIN INSURANCE, INC.



**CERTIFICATE OF DESIGNATION OF  
REGISTERED AGENT/REGISTERED OFFICE**

Pursuant to the provisions of Section 617.0501, Florida Statutes, the undersigned corporation, organized under the laws of the State of Florida, submits the following statement in designating the Registered Office/Registered Agent, in the State of Florida:

1. The name of the corporation is:

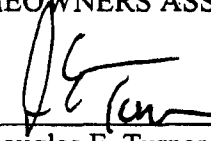
**TUSCAN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

2. The name and address of the Registered Agent and principal office are:

Douglas E. Turner, 508-A Capital Circle S.E., Tallahassee, Florida 32301

DATED this 26<sup>th</sup> day of December, 2005.

TUSCAN HILL SUBDIVISION  
HOMEOWNERS ASSOCIATION, INC.

By:   
Douglas E. Turner  
Its: President

**HAVING BEEN NAMED AS REGISTERED AGENT AND TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY ACCEPT THE APPOINTMENT AS REGISTERED AGENT AND AGREE TO ACT IN THIS CAPACITY. I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATING TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES, AND I AM FAMILIAR WITH AND ACCEPT THE OBLIGATIONS OF MY POSITION AS REGISTERED AGENT.**

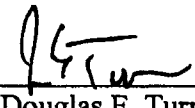
  
Douglas E. Turner  
Dated: December 26, 2005



EXHIBIT "D"

BYLAWS

OF

TUSCAN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

**ARTICLE I. MEETINGS OF MEMBERS**

**Section 1. Annual Meeting.** The annual meeting of the members of this corporation shall be held at the time and place designated by the directors of the corporation. The annual meeting of the members for any year shall be held no later than thirteen (13) months after the last preceding annual meeting of members.

**Section 2. Notice.** Written notice stating the place, day and hour of the meeting and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be delivered not less than thirty (30) nor more than sixty (60) days before the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary or the officer or persons calling the meeting to each member of record entitled to vote at such meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his or her mailing address with postage thereon prepaid.

**Section 3. Member Quorum and Voting.** A majority of the members entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of members.

If a quorum is present, the affirmative vote of the majority of the members represented at the meeting and entitled to vote on the subject matter shall be the act of the members unless otherwise provided by law or these bylaws.

After a quorum has been established at a members' meeting, the subsequent withdrawal of members, so as to reduce the number of members entitled to vote at the meeting below the number required for a quorum, shall not affect the validity of any action taken at the meeting or any adjournment thereof.

**Section 4. Voting of Members.** Except as otherwise provided in the Declaration of Covenants, Conditions, Restrictions and Easements for Tuscan Hill ("Declaration") and the Articles of Incorporation for the corporation, each member shall be entitled to one (1) vote on each matter submitted to a vote at a meeting of members.

A member may vote either in person or by proxy executed in writing by the member or his duly authorized attorney-in-fact.



**Section 5. Action by Members Without a Meeting.** Any action required by law, these Bylaws or the Articles of Incorporation of this corporation to be taken at any annual or special meeting of members of the corporation, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all members entitled to vote thereon were present and voted.

**ARTICLE II. BOARD OF DIRECTORS**

**Section 1. General Powers.** Subject to the limitations of the Articles of Incorporation, these Bylaws, and the Florida Not For Profit Corporation Act concerning corporate action that must be authorized or approved by the members of the corporation, all corporate powers shall be exercised by or under the authority of the Board of Directors, and the business and affairs of the corporation shall be controlled by the Board.

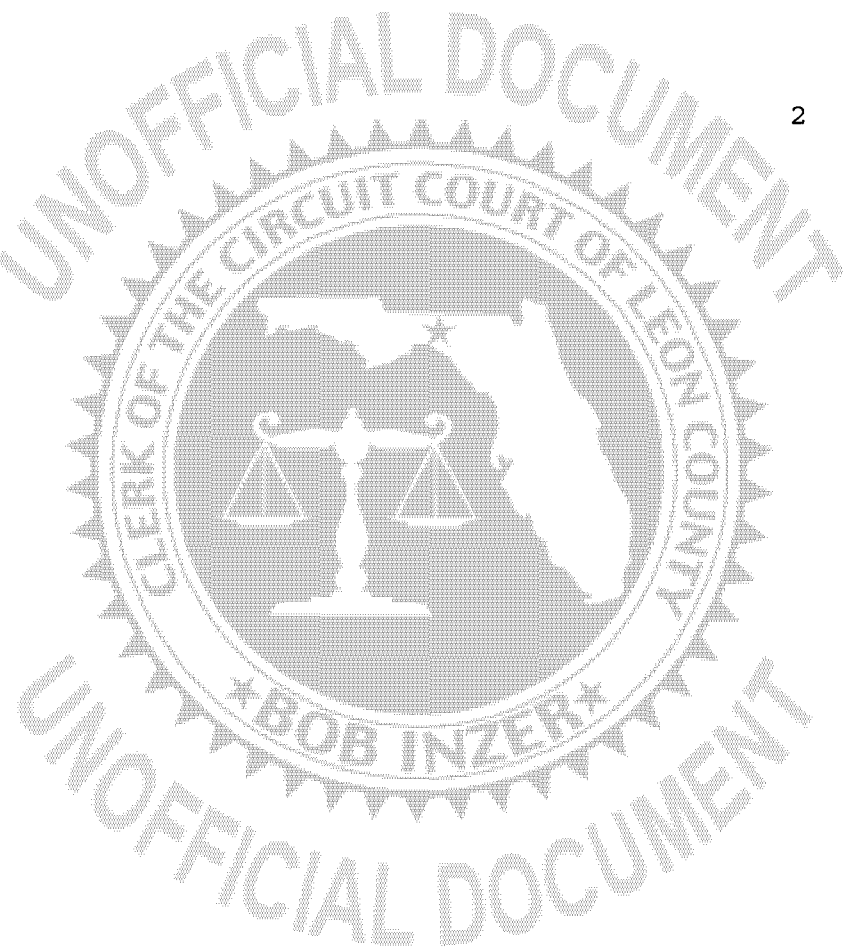
**Section 2. Number, Tenure, Qualifications and Election.** The Board of Directors shall consist of no less than three (3) nor more than six (6) members. The members of the Board of Directors shall not be required to be members of the corporation. The number of directors may be increased or decreased from time to time by amendment to these Bylaws and the Articles of Incorporation. Directors of the corporation shall be elected at the annual meeting of members, and shall serve until the next succeeding annual meeting and until their successors have been elected and qualified.

**Section 3. Meetings.**

(a) The Board of Directors shall hold an organizational meeting immediately following each annual meeting of members. Additionally, regular meetings of the Board of Directors shall be held at such times as shall be fixed from time to time by resolution of the Board.

(b) Special meetings of the Board may be called at any time by the President, or if the President is absent or is unable or refuses to act, by the Vice-President, or by any two (2) members of the Board.

(c) Notice need not be given of regular meetings of the Board, nor need notice be given of adjourned meetings. Notice of special meetings shall be in writing delivered in person or by mail at least five (5) days prior to the date of the meeting. Neither the business to be transacted at nor the purpose of any such meeting need be specified in the notice. Attendance of a Director at a meeting shall constitute a waiver of notice and a waiver of all objection to the place, time and manner of calling the same, except where the Director states, at the beginning of



the meeting, any objection to the transaction of business because the meeting is not lawfully called or convened.

(d) Members of the Board may participate in a meeting of the Board by means of a conference telephone or similar communications equipment by which all persons participating can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

**Section 4. Quorum and Voting.** A majority of Directors in office shall constitute a quorum for the transaction of business, and the acts of a majority of Directors present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If, at any meeting of the Board of Directors, less than a quorum is present, a majority of those present may adjourn the meeting, from time to time, until a quorum is present. In the event vacancies exist on the Board of Directors, other than vacancies created by the removal of a director or directors by the members, the remaining Directors, although less than a quorum, may elect a successor or successors for the unexpired term or terms by majority vote.

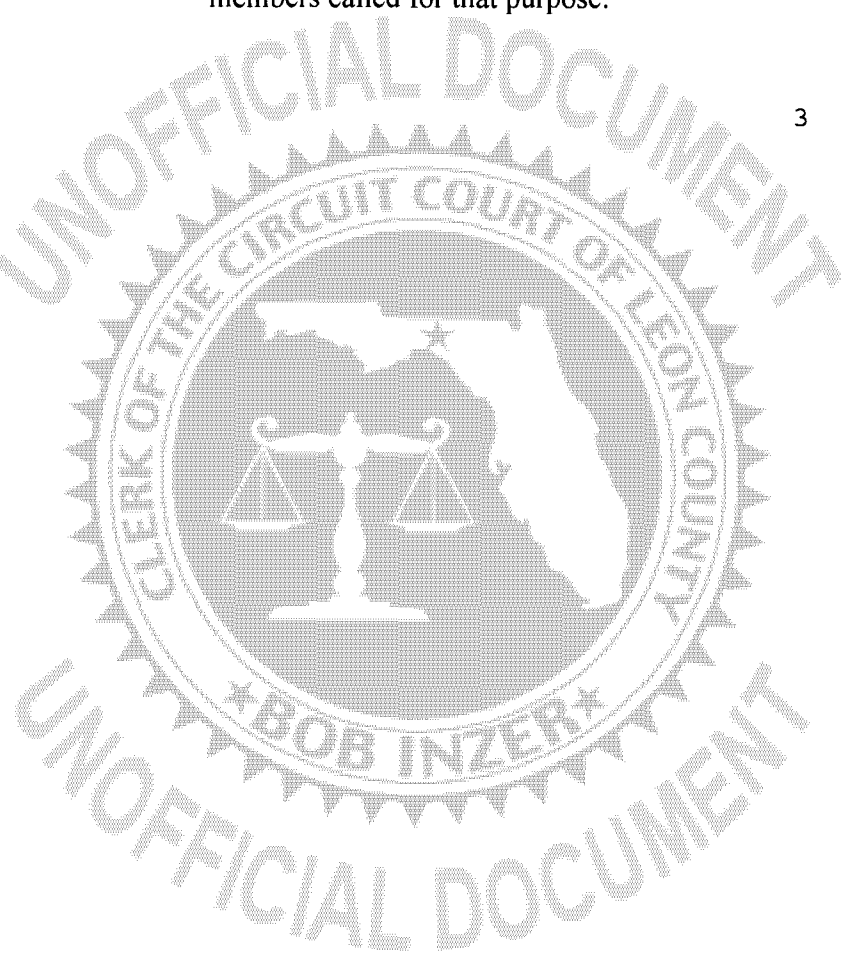
**Section 5. Vacancies.**

(a) A vacancy in the Board of Directors shall exist on the happening of any of the following events:

- (1) A Director dies, resigns or is removed from office;
- (2) The authorized number of Directors is increased without the simultaneous election of a Director or Directors to fill the newly authorized position;
- (3) The members at any annual, regular, or special meeting at which Directors are to be elected, elect less than the number of Directors authorized to be elected at that meeting;
- (4) The Board of Directors declares vacant the office of a Director who has been adjudicated of unsound mind or has been finally convicted of a felony.

A reduction in the authorized number of Directors does not remove any Director from office prior to the expiration of his term of office.

(b) A vacancy in the Board of Directors, except a vacancy occurring by the removal of a Director, may be filled by the vote of a majority of the remaining Directors, even though less than a quorum is present. Each Director so elected shall hold office for the unexpired term of his predecessor in office. Any Directorship that is to be filled as a result of an increase in the number of Directors must be filled by election at an annual or special meeting of members called for that purpose.





**Section 6. Removal.**

(a) Subject to the provisions of the Declaration, at a regular meeting of members or at any special meeting called for such purpose, any Director or Directors may be removed from office, with or without cause, by majority vote if the Declarant in the Declaration agrees.

(b) New Directors may be elected by the members for the same unexpired terms of Directors removed from office at the same meetings at which such removals are voted. If the members fail to elect persons to fill the unexpired terms of removed Directors, such terms shall be considered vacancies to be filled by the remaining Directors as provided in Section 5 above.

**ARTICLE III. OFFICERS**

**Section 1. Officers.** The officers of this corporation shall consist of a president, a vice-president, a secretary and a treasurer, each of whom shall be appointed by the Board of Directors at its meeting following the annual meeting of members of this corporation, and shall serve until their successors are chosen and qualify. Such other officers and assistant officers and agents as may be deemed necessary may be elected or appointed by the Board of Directors from time to time. Any two (2) or more offices may be held by the same person. The failure to elect a president, a vice-president, a secretary or a treasurer shall not affect the existence of this corporation.

**Section 2. Duties.** The officers of this corporation shall have the following duties:

The President shall be the chief executive officer of the corporation, shall have general and active management of the business and affairs of the corporation subject to the directions of the Board of Directors and shall preside at all meetings of the Board of Directors.

The Vice-President shall have the same powers of the President when the President is unable to be present or serve and such other powers as the President and Board of Directors shall prescribe from time to time.

The Secretary shall have custody of, and maintain, all of the corporate records except the financial records, shall record the minutes of all meetings of the members, send all notices of the meetings out, and perform such other duties as may be prescribed by the Board of Directors or the President.

The Treasurer shall have custody of, and maintain, all of the corporate funds and financial records, shall keep full and accurate accounts of receipts of members and whatever else required by the Board of Directors or the President, and shall perform such other duties as may be prescribed by the Board of Directors or the President.



**Section 3. Removal of Officers.** Any officer or agent elected or appointed may be removed by the Board of Directors whenever in its judgment the best interest of the corporation will be served thereby.

Any vacancy, however occurring, in any office may be filled by the Board of Directors.

Removal of any officer shall be without prejudice to the contract rights, if any, of the person so removed; however, election or appointment of an officer or agent shall not of itself create contract rights.

**ARTICLE IV. CORPORATE SEAL**

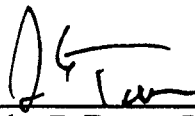
The corporate seal shall be circular in form and shall have inscribed thereon the following:

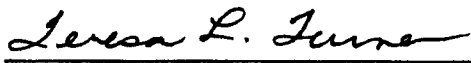
**TUSCAN HILL SUBDIVISION HOMEOWNERS ASSOCIATION, INC.**

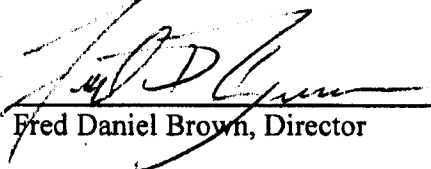
**ARTICLE V. AMENDMENT**

Except as otherwise provided in the Articles of Incorporation of the corporation and the Declaration, these Bylaws may be repealed or amended, and new bylaws may be adopted by the Board of Directors.

**ADOPTED** by the Board of Directors on this 26<sup>th</sup> day of December, 2005.

  
\_\_\_\_\_  
Douglas E. Turner, Director

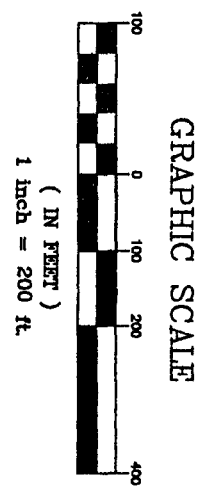
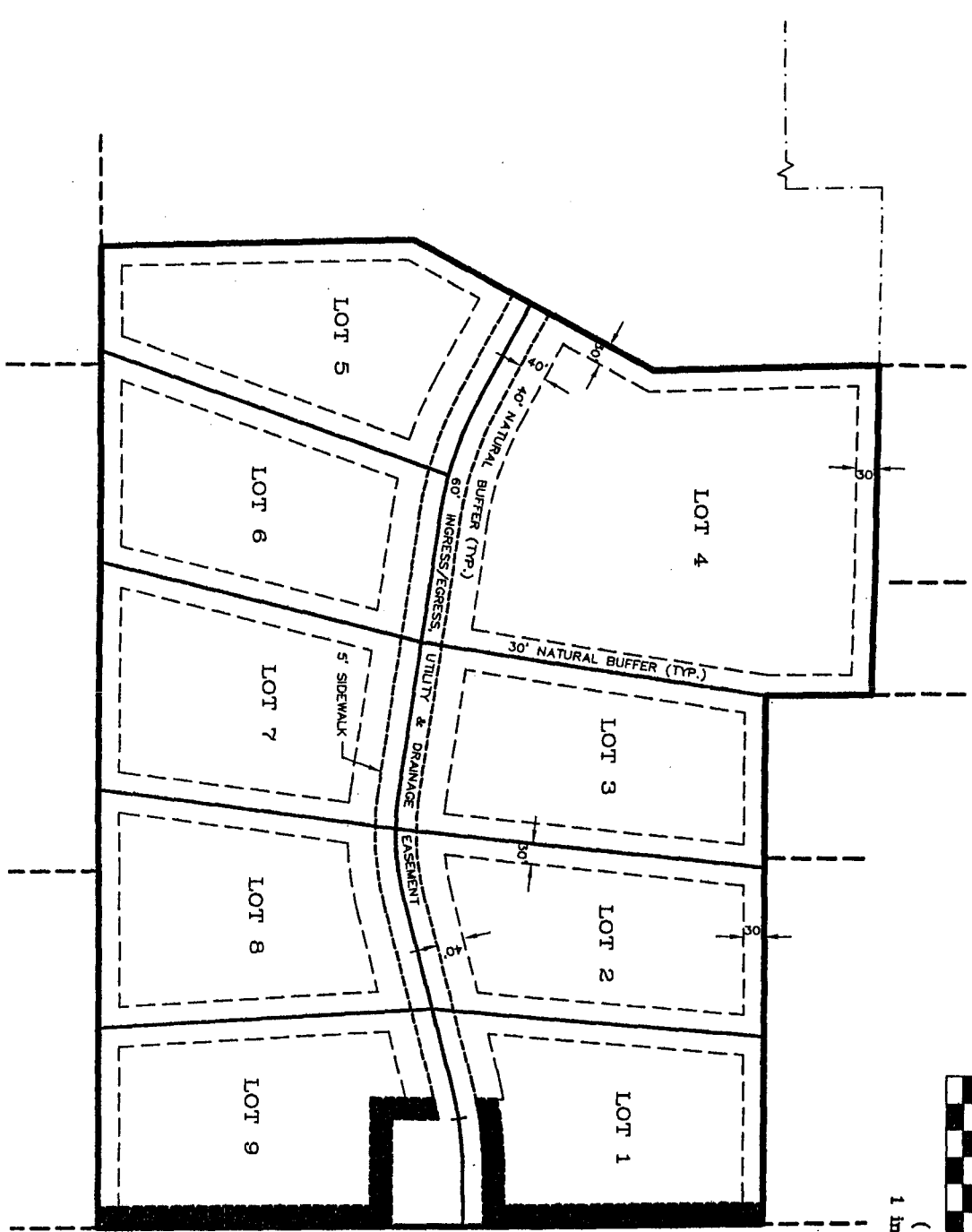
  
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Teresa L. Turner, Director


  
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Fred Daniel Brown, Director



TUSCAN HILLS LIMITED PARTITION

EXHIBIT "E"



DRAWING: 8023-LP	BOUNDARY SURVEY OF: LIMITED PARTITION OF 32.68 ACRE PARCEL IN SECTION 29, TOWNSHIP 2 NORTH, RANGE 1 EAST, LEON COUNTY, FLORIDA	 & ASSOCIATES, INC. 488 JOHN KHOX ROAD, TALLAHASSEE, FL 32303 PHONE (850) 385-1036 FAX (850) 385-1108 LICENSED BUSINESS No. 6690	CERTIFIED TO: VARNUM & ASSOCIATES, INC.
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