

BYLAWS OF LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

(AMENDED NOVEMBER 2016)

ARTICLE I. NAME AND LOCATION.

LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., is a non-profit corporation under Chapter 617, Florida Statutes, and situated in Leon County, Florida. The resident agent is the President of the Association. The custodian of Association records is the Secretary of the Association or an association manager, if so hired by the Association Board of Directors.

ARTICLE II. DEFINITIONS.

Section 1. "Assessment" means a sum or sums of money payable to the Association by the owners of parcels as authorized by the Articles of Incorporation of Luna Plantation Property Owners Association, Inc., and these Bylaws, which if not paid, can result in a lien against the parcel(s).

Section 2. "Association" means LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., responsible for the operation of Luna Plantation subdivision in accordance with Chapter 720, Florida Statutes, and subject to the Articles of Incorporation of Luna Plantation Property Owners Association, Inc., and these Bylaws.

Section 3. "Board of Directors" means the five members of the Association elected from the membership at large to manage the affairs of the Association.

Section 4. "Member" means any record owner of a legal title to one or more parcels of property within Luna Plantation subdivision.

Section 5. "Restrictive covenants" means the recorded instrument "Extension and Modification of Restrictive Covenants of Luna Plantation, an Unrecorded Subdivision," a covenant entered into May 22, 1994, by the Association and recorded in Leon County Official Records Book 1737, page 0152.

ARTICLE III. MEETINGS OF MEMBERS

Section 1. Annual meetings: Meetings of members shall be held at least annually in November or December of each year at a time and place determined by the Board of Directors. This meeting shall be designated the Annual Meeting for conducting the main Association business, such as elections of the Board of Directors and approval of a budget for the following calendar year. The Treasurer of the Board of Directors shall provide a report of the Association's written statement of income and expenditures, along with the proposed budget.

Section 2. Special meetings: Special meetings of members may be called at any time by the Board President or Board, or by a written petition of members who equal at least 40% of all votes of the Association. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

Section 3. Notice of meetings: Written notice of each meeting of members shall be given by, or at the direction of, the Secretary/Treasurer or other person authorized to call the meeting by mailing a copy of such notice to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association for the purpose of receiving notice. The notice shall specify the day, hour, and place of the meeting. Notice can be mailed, delivered, or electronically transmitted to the members not less than 14 days prior to the meeting. Evidence of compliance with the 14-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution with the official records of the Association. In addition, the Association may, by reasonable rule, adopt a procedure for conspicuously posting the notice.

Section 4. Right to speak: Members have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda.

Notwithstanding any provision to the contrary in governing documents or any rules adopted by the board or membership, a member and a parcel owner shall have the right to speak for at least 3 minutes on any item. The Association may adopt reasonable rules governing the frequency, duration, and other manner of member and parcel owner statements, which rules must be consistent with this subsection.”

Section 5. Adjournment: Adjournment of an annual or special meeting to a different time, date, or place must be announced at the meeting before an adjournment is taken, or a notice must be given of the new date, time and place pursuant to s. 720.303(2), Florida Statutes. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting.

Section 6. Quorum: The presence at the meeting, in person or by proxy, of members entitled to cast at least thirty percent of the votes of the Association shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Restrictive Covenants, the Articles of Incorporation, or these Bylaws. Since Luna Plantation totals 200.05 acres, with the Park consisting of 11.40 acres, the number of members needed to constitute a quorum would be those whose acreage would total greater than 56.6 acres (200.05 minus 11.40 times .30). If a quorum is not present at any meeting, the members entitled to vote shall have the power to adjourn the meeting until a quorum is present.

Section 7. Proxies: At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing, duly noting how the member wishes to vote on the various items to be covered in the meeting and appointing a person to submit the vote on the members’ behalf, and filed with the Secretary. A proxy must be dated, must state the time, date, and place of the meeting for which it was given, and must be signed by the authorized person who executed the proxy. It is effective only for the meeting for which it was given, as the meeting may be lawfully adjourned from time to

time, and automatically expires 90 days after the date of the meeting for which it was given. If the proxy form so provides, a proxy holder may appoint, in writing, a substitute to act in his or her place.

ARTICLE IV. BOARD OF DIRECTORS—Nomination, Election, Officers, and Term of Office

Section 1. Generally: The affairs of the Association shall be managed by a Board of five (5) Directors, who shall be members of the Association. The Board of Directors shall be elected at each annual meeting from the membership at large. All members of the Association are eligible to serve on the Board of Directors, and a member may nominate himself or herself as a candidate for the board at a meeting where the election is to be held. However, if the election process allows candidates to be nominated in advance of the meeting, the Association is not required to allow nominations at the meeting. An election is not required unless more candidates are nominated than vacancies exist.

Section 2. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association entitled to vote for the election of Director. In the event of death, resignation, or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 3. Compensation: Directors shall not receive compensation for any service they may render to the Association in their capacity as Directors or Officers of the Board. However, they may be reimbursed for their actual expenses incurred in the performance of their duties as approved by the Board.

Section 4. Enumeration of Offices: The Board shall designate following officers for a term of one year: President, Vice-president, Secretary, and Treasurer. The Board may at its discretion also create the offices of Second Vice-President, Parliamentarian, or such special offices as it may deem necessary. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices.

Section 5. Designation of Officers: The designation of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members. Each officer shall hold office for a term of one year, coinciding with the Association fiscal year, unless an officer shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 6. Resignation, Removal, and Replacement of Officers: Any Board officer may be removed from office by the Board at any time with or without cause. Any officer may resign by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer being replaced.

Section 7. Special appointments: The Board of Directors may designate such other officers and make professional appointments as the affairs of the Association may require, as approved in the Association's budget.

Section 8. Director certification: As mandated by section 720.3033, Florida Statutes, each Director shall certify in writing to the Secretary of the Association, within 90 days of being elected or appointed to the board, that he or she has read the Association's restrictive covenants, articles of incorporation, bylaws, and current written rules and policies; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Association's members. Within 90 days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a division-approved provider within 1 year or 90 days after the date of appointment. The written certification is valid for the uninterrupted

tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until her or she completes the requirement. The Board may temporarily fill the vacancy during the period of suspension. The written certification shall be retained by the Association for five years after election. However, the failure to have the certificate on file does not affect the validity of any Board action.

ARTICLE V. BOARD OF DIRECTORS—GENERAL POWERS AND DUTIES.

Section 1. Powers. The Board of Directors shall have the power to:

(a) Exercise on behalf of the Association, all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the Restrictive Covenants, Articles of Incorporation, or by other provisions of these Bylaws;

(b) Retain an association manager to assist the Secretary/Treasurer in the performance of the duties assigned to that office;

(c) Employ independent contractors from time to time through competitive selection if necessary to obtain a reasonable rate, as they may deem necessary to maintain roads and common areas. Contracts entered into by the Board on behalf of the Association shall comply with the provisions of sections 720.3055 and 720.309, Florida Statutes.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all of its acts and corporate affairs and present a statement thereof to the members at each annual meeting at which such a statement is requested in writing by at least forty percent of all voters of the Association;

(b) Supervise all officers and agents of the Association and to see that their duties are properly performed;

(c) As more fully provided in the Restrictive Covenants, to:

1. Adopt the amount of the annual assessment for all property within Luna Plantation subdivision for approval of the members at the annual meeting;
2. Send written notice of each assessment to every owner subject thereto; and
3. File a lien in the public records of Leon County against the property for which assessments are not paid within 180 days after the due date and foreclose such lien for which the assessments are not paid within one year after the date the assessment was made, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause to be issued, on demand by any member, a certificate setting forth whether the assessment of such member has been paid. A statement or certificate to the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for issuance of these certificates.

(e) Procure and maintain adequate liability and hazard insurance on any property owned by the Association; and

(f) Cause all officers or agents having fiscal responsibilities to be bonded, as it may deem appropriate.

ARTICLE VI. BOARD OF DIRECTORS—OFFICER’S DUTIES.

Section 1. President: The President shall preside at all meetings; shall see that orders and resolutions of the Board are carried out; shall sign all contracts, and shall co-sign all checks and promissory notes.

Section 2. Vice-president: The Vice-president shall monitor and report on the work of committees. In addition, this officer shall preside over meetings in which the President is absent. Should two Vice-

presidents be elected, one shall serve as a “Senior Vice-president” who will have served already in the office of Vice President and be considered in line for election to the office of President and perform the duties of the President in his/her absence.

Section 3. Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve as custodian of the records of the Association, which records shall be maintained at a single location; maintain and provide ready access to Association records to members; present minutes of previous Board or member meetings for approval; keep the corporate seal of the association and affix it to all papers so requiring; serve written notice of the annual meetings of the members, including distribution of written details about items to be discussed and voted upon; keep appropriate current records showing the members of the Association together with their mailing addresses and e-mail addresses (where available); and perform other such duties as may be required by the Board or by law. It shall be the responsibility of every member to insure that the records maintained by the Secretary as to ownership of property, address, and voting status of members are current and accurate.

Section 4. Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare a written statement of income and expenditures, along with a proposed budget, copies of which documents shall be delivered to each member prior to the November/December annual meeting, and a report given at the November/December annual meeting of members.

Section 5. Delegation of duties: Should the approved budget provide for delegation of Secretarial and/or Treasurer duties to an association manager or management company, such manager or

management company shall report to, and be directly supervised by, the appropriate Association officer whose duties have been delegated.

ARTICLE VII. MEETINGS OF BOARD MEMBERS.

Section 1. Generally. Meetings of the Board of Directors may be held from time to time when called by the President or any three Directors. Regular meetings shall be held, however, at least semi-annually at a date, time and place set by the Directors. A meeting of the Board occurs whenever a quorum of the Board gathers to conduct Association business. Meetings of the Board are open to all members, except for meetings between the Board and its attorney with respect to proposed or pending litigation protected by attorney-client privilege. The meeting will be held at a location that is accessible to a physically handicapped person who has a right to attend a meeting, if requested. Board meeting requirements also apply to Board committees or similar body when a final decision will be made regarding the expenditure of Association funds, or to meetings of the Architectural Control Committee to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member. The right of a member to attend Board meetings includes the right to speak at such meetings with respect to agenda items.

Section 2. Notice: Individual written notice to the membership at large of each Board meeting shall not be necessary; however, the date, time, and place shall be posted at the entrance to Luna Plantation at least 72 hours prior to the meeting, except in an emergency. Alternatively, if notice is not posted, notice of each Board meeting must be mailed or delivered to each member at least 7 days before the meeting, except in an emergency. The Association may provide notice by electronic transmission of Board and committee meetings. Directors may not vote by proxy or by secret ballot at board meetings, except secret ballot may be used for the election of officers.

Section 3. Minutes. Minutes of all Board of Director meetings shall be kept and made available to members where the Association's records are maintained. A vote or abstention from voting on each matter voted upon for each Board director present at a Board meeting shall be recorded in the minutes.

Section 4. Quorum. A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made shall require the affirmative vote of at least three Directors present at a duly held meeting, which such votes recorded in the minutes, and shall constitute the act or decision of the entire Board.

ARTICLE VIII. COMMITTEES.

The Board of Directors may appoint such committees as it may deem appropriate for the performance of its duties. All committee meetings are open to members of the Association. The notice provisions for Board meetings apply to committee meetings when a final decision will be made regarding expenditure of Association funds or to meetings to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Association.

ARTICLE IX. OBLIGATIONS OF MEMBERS.

Section 1. Each member and the member's tenants, guests, or invitees, and Association are governed by and must comply with the provisions of Chapter 720 regulating homeowner's associations, and the governing documents of the Association. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any member against: the Association, a member, any director or officer of the Association who willfully and knowingly fails to comply with these provisions, or any tenants, guests, or invitees occupying a parcel or using common areas. The prevailing party is entitled to recover reasonable attorney's fees and costs.

Section 2. The Association may levy reasonable fines, not to exceed \$100 per day or \$1000 in aggregate, for each violation by any member for failure to comply with the Restrictive Covenants or Bylaws of the Association. In any action to recover a fine, the prevailing party is entitled to recover reasonable

attorneys' fees. A fine or suspension of voting rights or right to use common areas may not be imposed without 14 days' notice to the person sought to be fined and an opportunity for hearing before a committee of at least three members appointed by the Board who are not officers, directors, or employees of the Association. The committee is limited to a determination of whether to confirm or reject the fine or suspension levied by the board. The Board must provide written notice of any fine or suspension imposed either by mail or hand delivery.

Section 3. The Association may suspend the voting rights of a parcel member for the nonpayment of any fee, fine, or other monetary obligation due to the Association that is more than 90 days delinquent. A voting interest that has been suspended by the Association shall be subtracted from the total number of voting interests and not considered in determining a quorum. All suspensions must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the member either by mail or hand delivery.

ARTICLE X. ASSESSMENTS

Section 1. Each member is obligated to pay the Association annual and special assessments which, if not paid, may be secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within sixty days after the due date, the assessment bears interest from the date of delinquency at the rate of 18% per annum, or such higher amount as may be allowed by law and set by the Board of Directors. The Association may bring an action at law against the owner(s) personally obligated to pay the same, or may foreclose the lien against the owner's property.

Section 2. Failure to pay dues which are delinquent for one year shall result in foreclosure proceedings to be instituted by the Board of Directors. Foreclosure proceedings shall begin only after a certified letter has been sent to the property owner at the last known address, explaining the impending action

and advising of a final payment date to avoid the foreclosure action. Interest, costs, and attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by abandoning the property. Further, any action at law brought by the Association for failure to pay an assessment shall disqualify that owner from a vote in the Association, so long as the action at law exists.

Section 3. Assessments and charges levied pursuant to the annual budget or special assessments shall comply with the provisions of section 720.308, Florida Statutes. Enforcement of payments for assessments, claims of lien, and release of lien, shall comply with the provisions of section 720.3085, Florida Statutes.

ARTICLE XI. BOOKS AND RECORDS, INSPECTION

Section 1. The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Restrictive Covenants, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principle office of the Association, where copies shall be made available for sale at a reasonable price. The Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members.

Section 2. As provided by section 720.303(4), Florida Statutes, the following items constitute the official records of the Association:

(a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the common areas or other property that the Association is obligated to maintain, repair, or replace.

(b) A copy of the by-laws of the Association and of each amendment to the bylaws.

(c) A copy of the articles of incorporation of the Association and of each amendment thereto.

(d) A copy of the restrictive covenants and a copy of each amendment thereto.

(e) A copy of the Architectural Standards of the Association, if any.

(f) The minutes of all meetings of the Board of Directors and the members, which minutes must be retained for at least 7 years.

(g) A current roster of all members and their mailing addresses and parcel identifications. The Association shall also maintain the electronic mailing addresses and the numbers designated by members consenting to receive notice by electronic transmission. The electronic mailing addresses and numbers provided by owners to receive notice by electronic transmission shall be removed from the Association records when consent to receive notice by electronic submission is revoked. However, the Association is not liable for an erroneous disclosure of the electronic mail address or the number for receiving electronic transmission of notices.

(h) All of the Association's insurance policies, or a copy thereof, which policies must be retained for at least 7 years.

(i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility. Bids received by the Association for work to be performed must also be considered official records and must be kept for a period of 1 year.

(j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least 7 years. The financial and accounting records must include:

1. Accurate, itemized, and detailed records of all receipts and expenditures;

2. A current account and periodic statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due;

3. All tax returns, financial statements, and financial reports of the Association; and

4. Any other records that identify, measure, record, or communicate financial information.

(k) A copy of the disclosure summary required by section 720.401, Florida Statutes, presented to a prospective parcel owner before the owner executes a contract for sale. The disclosure summary must be in a form substantially similar to that provided at section 720.401(1)(a), Florida Statutes.

(l) All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association.

Section 3. The official records shall be maintained for at least 7 years and shall be made available to a parcel owner for inspection or photocopying within 10 business days after receipt by the Board or its designee of a written request submitted by certified mail. The member shall not be required to demonstrate any proper purpose or state any reason for the inspection. The Association may comply with the 10-day requirement by making the records available to a member electronically via the internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. Failure of the Association to comply with the 10-day requirement after receipt of a written request creates a rebuttable presumption of willful failure to comply with the 10-day notice requirement. A member who is denied access to official records is entitled to the actual damages as provided by section 720.303 (5)(b), Florida Statutes.

Section 4. The following records are not accessible to members:

(a) Any record protected by lawyer-client privilege or work-product privilege, including any record prepared by or at the direction of an Association attorney for use in or in anticipation of civil or criminal litigation or adversarial administrative proceedings until the conclusion of the litigation or proceedings.

(b) Information obtained by the Association in connection with the approval of the lease, sale, or transfer of a parcel.

(c) Personnel records of the Association management, such as disciplinary, payroll, or health information. The following are not considered personnel records: written employment agreements with a management company or management employee, and budgetary or financial records that indicate compensation paid to a management company or management employee.

(d) Social security numbers, driver's license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an owner other than as provided for Association notice requirements, and other personal identifying information for any person, excluding the person's name, parcel designation, mailing address, and property address. Notwithstanding these restrictions, the Association may print and distribute to members a directory containing the name, property address, and all telephone numbers of each member, unless the member requests the Association in writing to exclude his or her telephone numbers. The Association is not liable for disclosure of protected information that is included in an official record of the Association or voluntarily provided by a member and not requested by the Association.

(e) Software, operating systems, or electronic security measures used by the Association for manipulation of data purposes.

Section 5. The Association is not required to provide a prospective purchaser or lienholder with information about the subdivision or Association other than information or documents required to be provided by section 720.30, Florida Statutes.

ARTICLE XII. FISCAL YEAR AND ANNUAL BUDGET.

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. The Board of Directors will prepare an annual budget that sets out the annual operating expenses, estimated revenues and expenses for the year, and estimated deficit or surplus at the end of the current year for the annual member meeting. The Association will provide each member with a copy of the annual budget, or a written notice that a copy of the budget is available upon request at no charge to the member.

ARTICLE XIII. AMENDMENTS

These Bylaws may be amended at a regular or special meeting of members by a majority vote of members, in person or by proxy. Amendments to the Bylaws become effective immediately upon passage.

ARTICLE XIV. CONFLICTS.

In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of conflict between the Restrictive Covenants and these Bylaws, the Restrictive Covenants shall control.

ARTICLE XV. MAINTENANCE OF ROADS.

Section 1. Easement for roads: Article III of the Articles of Incorporation of Luna Plantation Property Owners Association, and Paragraph 12 of the Extension and Modification of Restrictive Covenants, dated May 22, 1994, state that a primary purpose of the Association is to provide for maintenance of the

private roadways in Luna Plantation as designated in the “Legal Descriptions of Rights of Way”, incorporated into the Grant of Easement, dated August 29, 1980, and recorded in Official Records 969, Page 1501. The easement is reserved to the Luna Plantation Property Owners Association for purposes of ingress and egress to Bull Headley Road and for utility use and provides for rights of way sixty feet wide, thirty feet on either side of the centerline of the roads described therein.

Section 2. Roads Committee: The Association Board of Directors shall appoint a Roads Committee to monitor the private roadways in Luna Plantation in order to ensure road maintenance and structural integrity. The Committee will provide recommendations regarding road maintenance and repairs to the Board of Directors.

Section 3. Safety. Because a legal duty exists to maintain an easement in a safe condition, and potential liability of the Association and its members may exist for injuries caused by dangerous conditions on road easements, road maintenance includes the following:

(1) Provisions for roadway safety, and periodic review of the Association roads and rights of way; and

(2) Identification of safety hazards, such as vegetation or signs that may obscure or limit a driver’s view of approaching vehicles, pedestrians and bicycles.

Section 4. Vegetation control. Vegetation within the easements must be controlled in order to keep road signs visible to drivers, ensure that vehicles, bicycles, and pedestrians are visible to other drivers and users, and improve visibility of wildlife near the road.

Section 5. The safety guidelines articulated by the U.S. Department of Transportation in “Vegetation Control for Safety,” revised August 2008, are incorporated herein by reference for the purpose of enforcing road safety in Luna Plantation, including but not limited to the following requirements:

(a) Sign visibility: Signs must be visible to drivers at all times. The Committee will identify trees and brush that obscure the view of signs, including STOP and YIELD signs. Vegetation blocking the view of signs shall be trimmed as soon as possible.

(b) Clear sight lines: Shrubs, tall grass, weeds must not obscure the road shoulder, and maintenance such as grading or mowing shall be done to define the edge of the shoulder so motorists can see the shape, condition, and limits of the roadside. On the inside of horizontal curves, vegetation growth close to the edge of pavement shall not block a driver's view of motor vehicles, bicycles, and pedestrians. Roadsides shall be maintained so that vehicles can be seen around the inside of horizontal curves.

(c) Side road visibility: Roadway intersections increase the chance of vehicle crashes, so safe and efficient vehicle movement through an intersection requires good visibility. Drivers pulling out from a STOP sign must have a clear view of oncoming traffic. A clear vision at each corner of an intersection is necessary to safe ingress and egress on roads maintained by the Association; therefore, vegetation or signs interfering with side road visibility shall be controlled or eliminated.

Section 6. Association members' property ownership extends to the center lines of the road easements; therefore, members' responsibility for maintaining their property also includes maintenance of the easement in a way that does not impede safe ingress and egress over the roads. No trees, hedges, shrubs, or other landscaping shall be planted or permitted to remain in an easement unless maintained in a manner that prevents obstruction of cross-visibility of traffic approaching an intersection or driveway.

Section 7. Correction of road safety hazards caused by vegetation is the responsibility of the member owning the property over which the road easement lies, and the Association shall provide written notice to the member of any area deemed hazardous and requiring correction. Any disagreement with the

notice requiring correction may be brought before the Board of Directors for resolution. The decision of the Board is final, and failure of the member to thereafter correct the hazard will result in correction taken by the Board at the member's expense.

ARTICLE XVI. ARCHITECTURAL STANDARDS AND ARCHITECTURAL CONTROL COMMITTEE.

Section 1. The Restrictive Covenants adopted May 22, 1994, and recorded at Official Records 1737, Page 0152, provide that no building shall be erected on any lot until the construction plans and specifications have been approved by the Architectural Control Committee of the Association. Approval by the Committee shall be based on the building's compliance with the Restrictive Covenants and the established architectural standards adopted pursuant to Article IX as rules and approved by the Association to implement the Restrictive Covenants. The Architectural Standards shall incorporate the architectural restrictions contained in the Restrictive Covenants and provide options for use of materials, size of the structure, harmony of design of the structure or improvement with existing structures, and location on the lot. Approval by the Committee shall be based solely on the restrictions in the Architectural Standards and Restrictions, and shall not be unreasonably withheld.

Section 2. The Luna Plantation Property Owners Association Architectural Standards, proposed by the Architectural Control Committee and approved by a majority vote of the Association members, are incorporated herein by reference. The Standards are enforceable by the Association as provided in the Architectural Standards, the Bylaws, and through any remedies available in Chapter 720, Florida Statutes.

Section 3. Each parcel owner shall be entitled to the rights and privileges set forth in the Restrictive Covenants concerning architectural use of the parcel. The construction of permitted structures and improvements on the parcel and such rights and privileges shall not be impaired by the Association, the Architectural Control Committee, or other such committee. If the Association, Architectural Control

Committee, or other committee should unreasonably, knowingly, and willfully infringe upon or impair the rights or privileges set forth in the Restrictive Covenants, the affected owner shall be entitled to recover damages caused by such infringement or impairment, including costs and reasonable attorneys' fees incurred in restoring or preserving the rights and privileges.

Section 4. No architectural policy or restriction may be enforced that is inconsistent with the rights and privileges of an owner, as provided in the Restrictive Covenants and Association Architectural Standards, whether uniformly applied or not. No policy or restriction not contained in, or inconsistent with, the stated Restrictive Covenants or the Architectural Standards may be relied upon by the Association or Architectural Control Committee in defense of any action taken in the name of or on behalf of the Association against an Association member.

Section 5. Amendments to the Association Architectural Standards may be made in the same manner as amendments to the Bylaws, as provided herein.

Dated this _____ day of December, 2016.

Donna Thornton, President LLPOA

Gail Scott Hill, Secretary LLPOA

