

OCTOBER 9, 2023

**RE: LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC. - PROPOSED AMENDMENTS TO THE ARTICLES OF INCORPORATION, BYLAWS, AND REVIVED EXTENSION AND MODIFICATION OF RESTRICTIVE COVENANTS OF LUNA PLANTATION.**

Dear Owner:

We are contacting you regarding matters of great importance intended to continue the success of Luna Plantation far into the future. Specifically, we are contacting you regarding a member's meeting which will be held on **Sunday, November 12, 2023 at 3:00pm** at which the Owners will vote on a proposed amendment to the Articles of Incorporation and Bylaws of the Association. In addition, you are being asked to consider the approval of the Proposed Amended and Restated Revived Extension and Modification of Restrictive Covenants of Luna Plantation and a separate Declaration leasing amendment that seeks to impose reasonable leasing requirements intended to better protect the quality of life and home values within Luna Plantation. Amendments to the Declaration currently require the Written Consent of the members, while the Articles of Incorporation and Bylaws must be approved by the members at a membership meeting.

To accomplish the votes under the two (2) methods described above, you will find enclosed: 1) a Notice and Agenda, 2) the Proposed Amendments (with explanations), 3) a Limited Proxy/Ballot, 4) Written Consent, and 5) a Stamped-Enclosed Return Envelope.

### **Proposed Amendment to Articles of Incorporation and Bylaws**

The Proposed Amendment to the Articles of Incorporation and Bylaws clarifies and confirms the historical practice for voting rights within Luna Plantation, which is based on the total acreage of each Lot. This method of dividing voting interest by an owner's total Lot acreage has been the procedure for determining each Lot's voting interest since Luna Plantation was created. However, the procedure described in the Bylaws is confusing and would benefit from clarification. This Proposed Amendment would provide additional clarity in how voting interests are calculated, particularly in instances where a Lot's size is not an even number of acres, and also includes the adoption of a chart depicting each Lot's acreage and correlating voting interest.

Further, this Proposed Amendment revises the amendment thresholds for the Articles of Incorporation and Bylaws. It makes them consistent with the Restrictive Covenants, which require the affirmative majority approval of the total acreage of the Lots within the subdivision. Each document is also amended to refer to the recently Revived Restrictive Covenants properly and then to any amended versions. The quorum provision contained in the Bylaws is amended to provide further clarification. The number of Director positions stated in the Articles of Incorporation is amended to conform to historical and current practices. Lastly, the Bylaws were amended to permit the imposition of a late fee for delinquent assessments as permitted by law and to remove architectural references that are more appropriately placed in the Restrictive Covenants. See the proposed amendments enclosed herein for the full text.

### **Proposed Amended and Restated Revived Restrictive Covenants**

The proposed Amended and Restated Revised Restrictive Covenants include reasonable codified architectural guidelines that your Board of Directors and Architectural Review Committee



believe balance a Lot Owner's freedom to improve their Lot with the protection of property values and appearance, which is what makes Luna Plantation a great place to own and to call home. A recent amendment approved by a Lot Owners owning a majority of the total acreage within Luna Plantation gutted virtually all architectural controls within your community. We heard from a number of Lot Owners who signed that amendment that they were not aware of the sweeping impact. Based upon that, your Board of Directors, along with the assistance of its Architectural Review Committee and its legal counsel, have proposed this reasonable alternative. See the proposed amended text enclosed herein.

### **Proposed Leasing Amendment**

The proposed leasing amendment to the Restrictive Covenants is intended to avoid the deleterious impacts of short-term rentals by prohibiting leases for terms of less than six months. The proposed leasing amendment to Restrictive Covenants are requires that Lot Owners provide the Association a copy of the lease in advance of the lessees occupancy of the home. Lastly, the proposed lease amendment also prohibits occupancy of a leased home by more than two (2) persons per bedroom and prohibits subleases and lease assignments. Your Board of Directors believes that this provides Lot Owners flexibility in leasing their homes, but best avoids the negative impacts that leasing, particularly short-term leasing, has on communities.

Again, the member's meeting to vote on the Articles of Incorporation and Bylaws will be held on **Sunday, November 12, 2023, at 3:00pm**, at which the Owners will vote on approval of the Proposed Amendments to the Articles of Incorporation and Bylaws described above. If you cannot attend the meeting in person, please complete and return the enclosed Limited Proxy/Ballot by **Friday, November 3, 2023**, in the self-addressed stamped envelope provided for your convenience. As for the Proposed Amended and Restated Revived Declaration of Restrictions and the Proposed Leasing amendment, you can return the Written Consent form, either before or at the meeting. If you have any questions or if you wish to submit your Limited Proxy/Ballot and Written Consent form electronically instead of in the stamped return envelope provided for your convenience, you can email them to: [kirbymanager@gmail.com](mailto:kirbymanager@gmail.com).

Your Board of Directors thank you for your attention in this very important matter and for your anticipated participation in considering these important amendments to our governing documents.

Sincerely,

*Board of Directors for the  
Luna Plantation Property  
Owners Association, Inc.*

Enclosure:    Notice and Agenda  
                  Limited Proxy  
                  Written Consent Form  
                  Proposed Amendments  
                  Stamped Return Envelope

**LUNA PLANTATION PROPERTY OWNERS ASSOCIATION,  
INC.  
MEMBERSHIP MEETING**

**Sunday, November 12, 2023  
3:00pm in the Park**

**AGENDA**

1. Call to Order by President
2. Determination of a Quorum
3. Confirmation of Proper Notice
4. Consider Approval of Prior Minutes
5. Officer Reports
6. New Business
  - a. **Consider approval of the Proposed Amendment to the Articles of Incorporation and Bylaws. See explanation in cover letter.**
7. Owner Comment
8. Election of Officers
9. 2024 Budget
10. Call to Adjournment

**Dated: October 9, 2023**

**Your Board of Directors urges a YES, FOR vote approving the  
Proposed Amendment to the Articles of Incorporation and Bylaws!**

**There will be food served at the meeting**



**LIMITED PROXY/BALLOT**  
**THE OWNERS ASSOCIATION OF**  
**LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

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Unless I am attending in person and using this document as my **ballot**, the undersigned hereby appoints \_\_\_\_\_, or, if I have filled in no name or in the absence of this person, hereby appoints the President, or in the absence of the President, the Vice President, or in the absence of the Vice President, the Secretary of the Association of the Board of Directors, with full power of substitution, as my proxy holder to attend the special meeting of the Membership of **LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC. to be held on Sunday, November 12, 2023 at 3:00pm in the park** and any adjournment or adjournments thereof. The proxy holder named above has the authority to vote and act for me to the same extent (general powers) that I would if personally present including the election of Directors, except that my proxy holder's authority is limited as indicated below:

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LIMITED POWERS (FOR YOUR VOTE TO BE COUNTED ON THE FOLLOWING ISSUES, YOU MUST INDICATE YOUR PREFERENCE IN THE BLANK(S) PROVIDED BELOW). I SPECIFICALLY AUTHORIZE AND HEREBY INSTRUCT MY PROXY HOLDER TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS AS INDICATED BELOW:

*Your Board of Directors recommends a **YES, FOR** vote on the **PROPOSED AMENDMENT!***

**PROPOSED ARTICLES OF INCORPORATION AND BYLAWS AMENDMENT** – Should the Association's Articles of Incorporation and Bylaws be amended as proposed? (*see enclosed amendment text and explanation*)

\_\_\_\_\_ **YES, FOR**      \_\_\_\_\_ **NO, AGAINST**

LOT #/Street Address: \_\_\_\_\_

Date: \_\_\_\_\_

LOT OWNERS (lot owner or that owner designated on the voting certificate, if applicable)

Name (print) \_\_\_\_\_ Sign: \_\_\_\_\_

Name (print) \_\_\_\_\_ Sign: \_\_\_\_\_

THIS PROXY IS REVOCABLE BY THE UNIT OWNER AND IS VALID ONLY FOR THE MEETING FOR WHICH IT IS GIVEN AND ANY LAWFUL ADJOURNMENT. IN NO EVENT IS THIS PROXY VALID FOR MORE THAN NINETY (90) DAYS FROM THE DATE OF THE ORIGINAL MEETING FOR WHICH IT WAS GIVEN.



**WRITTEN CONSENT TO AMEND  
REVIVED  
EXTENSION AND MODIFICATION  
OF RESTRICTIVE COVENANTS OF  
LUNA PLANTATION, AN UNRECORDED SUBDIVISION**

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The undersigned, being a record owner (or authorized voter) of a Lot located in the subdivision known as Luna Plantation, consents to amend the Revived Extension and Modification of Restrictions Covenants of Luna Plantation, an Unrecorded Subdivision, for the undersigned and the undersigned's heirs, successors, personal representatives, grantees, and assigns as follows:

**PROPOSED AMENDED AND RESTATED REVIVED DECLARATION (SEE ENCLOSED TEXT) – Do you approve the adoption of the Proposed Revived Amended and Restated Extension and Modification of Restrictive Covenants?**

\_\_\_\_\_ **YES, FOR**

\_\_\_\_\_ **NO, AGAINST**

**PROPOSED LEASING AMENDMENT (SEE ENCLOSED TEXT AND EXPLANATION) – You approve the adoption of the enclosed leasing prohibition amendment?**

\_\_\_\_\_ **YES, FOR**

\_\_\_\_\_ **NO, AGAINST**

Lot#/Street Address: \_\_\_\_\_ DATED: \_\_\_\_\_

LOT OWNER NAME (print): \_\_\_\_\_

SIGNATURE OF LOT OWNER: \_\_\_\_\_

**RETURN YOUR COMPLETED CONSENT IN THE POSTAGE- PAID RETURN ENVELOPE ENCLOSED FOR YOUR CONVENIENCE OR BY EMAIL (COLOR SCAN) TO:  
KIRBYMANAGER@GMAIL.COM**

**BE SURE TO RETURN YOUR CONSENT AT OR BEFORE THE MEMBER MEETING SCHEDULED FOR SUNDAY, NOVEMBER 12, 2023 AT 3:00PM.**

***THE DEADLINE STATED ABOVE MAY BE EXTENDED AS DETERMINED APPROPRIATE  
BY THE BOARD***

**PROPOSED AMENDMENTS TO THE ARTICLES OF  
INCORPORATION AND BYLAWS  
OF  
LUNA PLANTATION PROPERTY OWNERS ASSOCIATION,  
INC.**

*[New text is underlined. Deleted text is ~~stricken~~.]  
[Articles to be reordered based on new Article number]*

**ARTICLES OF INCORPORATION  
OF  
LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.**

ARTICLE II. DEFINITIONS

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3. "Restrictive Covenants" shall mean and refer to the recorded instrument "Revived Extension and Modification of Restrictive Covenants of Luna Plantation, an Unrecorded Subdivision," a covenant entered into March 3, 2023, by the membership of the Association and recorded in Leon County Official Records Book 5822, page 196 and as amended from time-to-time Restrictive Covenants contained in the deeds from the Declarant to the members of the Association.

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ARTICLE VII. OFFICERS

The affairs of the Association shall be managed by a Board of five (5) three (3) Directors. The Board of Directors shall elect choose a President, Vice-President, Secretary, and Treasurer, who may be members of the Board of Directors. 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 Officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the members. Vacancies shall be filled as provided in the Bylaws.

~~The names of the Officers who shall serve until the first election are:~~

~~FRED G. SHELFER, JR. ————— President~~

~~JERFFREY W. PEPPER ————— Secretary/Treasurer~~

...

ARTICLE IX. BYLAWS

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



majority vote of the total acreage of the Lots within the subdivision members except that the initial Bylaws of the Association shall be made and adopted by the Board of Directors at its first meeting.

#### ARTICLE X. AMENDMENTS

Amendments to these Articles of Incorporation may be proposed by any member of the Association. 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 majority two-thirds (2/3) vote of the total acreage of the Lots within the subdivision members.

#### ARTICLE XI. MEMBERS; VOTING

All owners of Lots property within the subdivision shall be members of the Association. For all matters to come before the Association, the owners of Lots property within the subdivision shall be entitled to one (1) vote for each acre owned. Votes shall be calculated to be directly proportional to the number of acres owned, including fractional acres, rounded to the nearest hundredth. Each Lot's voting interest is depicted on EXHIBIT "A" to these Articles. The total acreage of Lots within the subdivision is 188.65 acres. When more than one (1) person or entity jointly owns a Lot property within the subdivision, they shall select one (1) voting member for the Lot property. The vote for the Lot property shall be cast by the voting member or by his or her proxy.

**[Enclosed EXHIBIT "A" Included in Amendment]**

### BYLAWS OF LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

#### ARTICLE II. DEFINITIONS.

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Section 5. "Restrictive covenants" means the recorded instrument "Revived Extension and Modification of Restrictive Covenants of Luna Plantation, an Unrecorded Subdivision," a covenant entered into March 3, 2023 May 22, 1994, by the membership of the Association and recorded in Leon County Official Records Book 5822 4737, page 196 0152 and as amended from time-to-time.

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#### ARTICLE III. MEETINGS OF MEMBERS.

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Section 6. Quorum: The presence at the meeting, in person or by proxy, of members entitled to cast at least thirty percent of the total acreage of the Lots within the subdivision ~~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, a majority of the total acreage within the subdivision represented at the meeting, either in person or by proxy, the members entitled to vote shall have the power to adjourn the meeting until a quorum is present. In an effort to promote the efficiency and effectiveness of the Association, the quorum of the reconveyed meeting of the members shall be twenty percent of the total acreage of the Lots within the subdivision.

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#### 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 Lot 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. In addition, a late fee equal to the greater of 5% or \$25.00 may be imposed on any delinquent assessment. 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 Lot property.

...

#### ARTICLE XII. AMENDMENTS.

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

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#### ~~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.~~

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# PROPOSED AMENDED AND RESTATED REVIVED DECLARATION

**PROPOSED**  
**AMENDED AND RESTATED**  
**REVIVED**  
**EXTENSION AND MODIFICATION**  
**OF RESTRICTIVE COVENANTS OF**  
**LUNA PLANTATION, AN UNRECORDED SUBDIVISION**

*[Substantial Revision. See Revived Extension and Modification of Restrictive Covenants and any amendments thereto for Current Text]*

## **RECITATION OF FACTS**

The Association was formed in February of 1985, by the then owners of lots within LUNA PLANTATION, an unrecorded subdivision in Leon County, Florida, consisting of two hundred (200) acres, more or less. The land known as LUNA PLANTATION is more particularly described in Exhibit "A" attached hereto, and referred to as the "Property". The Property was subdivided into lots and sold by the Developer, LUNA PROPERTIES, LTD., a Florida limited partnership. The Deed to each lot within LUNA PLANTATION contained identical restrictions. The preamble to the Restrictive Covenants in each Deed from LUNA PROPERTIES, LTD. States as follows:

SUBJECT TO the following Restrictive Covenants which are to run with the land and shall be binding on all persons claiming under them for a period of fifteen (15) years from June 1, 1979, after which time they will be extended automatically for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the property in LUNA PLANTATION purchased from LUNA PROPERTIES, LTD., and held subject to these same restrictions has been recorded agreeing to change the covenants in whole or in part.

On the 22<sup>nd</sup> day of May 1994, the then-current owners of more than one-half (1/2) of the total acreage within LUNA PLANTATION reaffirmed and modified the Restrictive Covenants contained in the Deed of each lot, which said Restrictive Covenants were revived by the owners pursuant to state law on the 3<sup>rd</sup> day of March 3, 2023, and which are further revised by the current owners of more than one-half (1/2) of the total acreage within LUNA PLANTATION with the following modifications.

NOW, THEREFORE, in accordance with the written instruction of the owners of more than one-half (1/2) of the property within LUNA PLANTATION, the Association imposes upon the Property, the following Restrictive Covenants which shall run with the Property and be binding on all owners of the Property for a period of ten (10) years from the date of recording, and will automatically extend for successive ten (10) year periods unless amended as provided in Article IX herein below:

### **I. ASSOCIATION.**

Luna Plantation Property Owners Association, Inc., ("Association") was founded in February of 1985, by the then owners of lots within LUNA PLANTATION. All lot owners, by acceptance of a Deed to a lot within LUNA PLANTATION, become members of the Association.



The Association was formed and exists for the purpose of enforcing the restrictive covenants and architectural standards common to all lots within the Property; maintaining the entrance and private roadways; maintaining the parks and other common areas; assessing and collecting annual or special dues; and for conducting such other activities as are common to other Homeowners Associations and that may be undertaken in accordance with the Articles of Incorporation and Bylaws of the Association.

## **II. ARCHITECTURAL CONTROL COMMITTEE**

### **a. PURPOSE**

The purpose of the Luna Plantation Property Owners Association Architectural Control Committee (“ACC”) is not to superimpose its personal opinion upon property owners, but to help maintain property values by devising an objective set of policies and procedures that supplement the Restrictive Covenants.

The Association is committed to standards that maintain the natural beauty of historic Luna Plantation and further the quiet enjoyment of this neighborhood by its residents. As Tallahassee grows, we would hope that Luna Plantation will become an outstanding development noted for natural preservation and homes of high quality and workmanship. In order to maintain the integrity of Luna Plantation, we the Luna Plantation Property Owners Association have adopted these standards which are required to be applied by the Architectural Control Committee and followed by current and future property owners, in accordance with the provisions of Chapter 720, Florida Statutes.

### **b. OVERVIEW**

This set of standards pertains to new construction requirements, architectural improvements, modifications to existing buildings and structures, and property maintenance for all lots in Luna Plantation.

Examples of construction projects that require ACC approval are out buildings, pools, decks (visible from road or neighbors residence), docks, fences, and other permanent structures or improvements customarily associated with single family homes.

### **c. CONSTRUCTION PLANS**

No buildings, structures, or improvements requiring ACC approval shall be installed, erected, remodeled, or renovated on any lot until construction plans, elevations, specifications, and a site plan, have been approved in writing by the ACC. Approval shall be based solely on compliance with these restrictive covenants. Approval shall not be unreasonably withheld. The ACC may adopt a uniform ACC application.

### **d. CONSTRUCTION REQUIREMENTS**

#### **i. Primary Residence and Guest House.**

There shall be only one (1) primary residence constructed on a lot, which shall not contain less than eighteen hundred (1,800) square feet of heated area, exclusive of porches and garages. One (1) guest house may be constructed on a lot, provided the guest house does not exceed more than twelve hundred (1,200) square feet of heated area, exclusive



of porches and garages. The guest house shall match the design, colors, and materials of the primary residence.

No primary residence and guest house shall be erected wherein the structural support system from existing grade to the first habitable floor shall be exposed. The use of continuous material covering, such as brick and/or latticework, is required so as not to expose the structural support system from the front and side elevations. The use of a continuous material covering also is required on rear elevations where the primary residence or guest house are situated on a lot so that the rear elevation is visible by neighbors from their residence or from the street.

**ii. Set Backs.**

No building or structure permitted herein shall be erected within twenty (20) feet of any property line or within one hundred (100) feet of the ordinary high-water line of Lake Iamonia as established by that certain unrecorded survey plat of LUNA PLANTATION prepared by R.H. ALCORN bearing a date of January 1980, which said plat shall be available with the corporate records of the Association.

**iii. Garages and Carports.**

All garages and carport entrances shall face the rear or side property line. All garages and carports shall be concealed on sides visible from the street which runs in front of or adjacent to the lot. In no instance shall the entrances be permitted to face the front property line.

**iv. Septic.**

If a mounded septic tank and drain field system is required for a particular lot, it shall be located in the rear of the home site or behind the front-facing walls of a primary residence, unless soil conditions or other similar considerations indicate otherwise, and a variance is given by the ACC.

**v. Exteriors.**

In addition to the floor plan and elevations for the primary residence or guest house, exterior finish materials and color information shall be included. Body paint colors are generally muted tones, earth tones, and whites or any other color that blends in aesthetically. Vibrant colors can be incorporated for individual feature such as front door.

**vi. Plumbing and Equipment.**

All pipes, wires, water storage tanks, machinery, equipment (including garden tools), and like items shall be concealed or housed in accordance with the architecture of the primary residence. If prefabricated storage buildings are to be used, they must meet the requirements for outbuildings, as listed below.

**vii. Accessory Structures.**

**1. Fences.**

All fences shall be visually complementary to the primary residence and adjacent structures. Fence materials may be composed of brick, wood, or other material as approved by the ACC. No chain link fences will be allowed, with the exception of pre-constructed animal enclosures as discussed below. Other fence types/materials may be acceptable if shown to complement the home, are not objectionable to neighboring properties having a visual line of site from their residence to the proposed fence. Setbacks of fences from property lines will be necessary to allow for landscaping and, where fences inhibit/restrict animal access, to allow for wildlife corridors/buffers between lots as indicated below.

## **2. Outbuildings.**

Outbuildings shall be limited to dog kennels and other animal enclosures, greenhouses, storage sheds, and structures customarily associated with single-family residential homes. Outbuildings, including prefabricated storage buildings, must be congruent in design and construction with the architecture of the main house with regard to architectural style, roof, and color scheme and situated on the site and landscaped so as to compliment both constructed and natural physical features on the lot.

## **3. Docks.**

A dock is acceptable for each lake lot, when properly permitted by Leon County and other appropriate regulatory agencies. Docks and their related structures shall be made of wood or composite materials with a natural finish or with an earth tone stain or paint. Reflectors are required on all docks.

## **4. Mailboxes.**

Mailboxes shall consist of a metal, wood or cast aluminum box set on a metal or wood post, or may be set in materials such as brick or stone to complement the style of the home. Address markers can be placed either on the mailbox or the post. Mailboxes shall be set far enough back from the road pavement to facilitate traffic flow, while adhering to U.S. Postal Service guidelines.

## **viii. Driveways and Sidewalks.**

All driveways must be clearly identified and constructed of asphalt, concrete, gravel, or other material approved by the ACC.

## **e. CLEARING AND GRADING OF LOTS.**

Clearing of lots shall be in accordance with all existing environmental management, landscaping, storm water, Lake Iamonia special development zone restrictions, and tree ordinances in Leon County. It is the responsibility of the property owner to conform to said ordinances. The number of trees removed should be held to a minimum in order to retain the natural beauty of Luna Plantation. When clearing lots appropriate understory are to be retained as a buffer area adjacent to adjoining property for purposes of appearance and privacy. The minimum recommended buffer area is 20 feet, but where possible on a lot, a buffer of 50 feet or more is desirable as wildlife corridors for animal travel, nesting, and natural feeding areas. Where



such buffer areas do not exist, neighbors are encouraged to work together in order to re-establish such areas using indigenous vegetation as much as possible.

**f. LANDSCAPING.**

Each home shall be landscaped in accordance with the natural beauty of Luna Plantation as the homeowner desires. Any vegetation, structures, boulders, or other landscaping elements placed in the easement shall not obstruct the flow of traffic or present a safety hazard to ingress/egress as described in the LPPOA Bylaws. Reflectors may not be placed in easements or along the street by owners.

**g. ACCESS RAMPS.**

Access ramps must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

**III. ACC APPROVAL PROCEDURES**

**a. Submissions.**

All requests for ACC approval shall be submitted in writing to the manager, along with two copies of all primary residence, guest house, or other construction plans, specifications, and site plans, for ACC review. The ACC has fifteen (15) days from receipt of a completed submission to approve or disapprove the plans. If the ACC has not responded to a completed submission within fifteen (15) days, the plan will be considered approved unless a written response to the contrary is provided by the chairperson of the ACC before the fifteen (15) day period expires.

**b. Changes.**

Any changes to existing or previously approved plans, including revisions during construction, which will alter the exterior appearance of the buildings shall be submitted in writing to the manager for ACC approval prior to the initiation of such changes or revisions. Review by the ACC shall occur within ten (10) days of receipt of the submittal from the property owner or the plan will be considered approved.

**c. Approval.**

Approval or denial of plans must be issued in writing. Approval of plans will be contingent upon satisfaction of all ACC standards and compliance with Chapter 720, Florida Statutes. Approval will not be unreasonably or arbitrarily withheld.

**d. Compliance with Permits and Location Regulations.**

ACC approval does not negate the need to obtain proper building, environmental, and other permits as required by ordinances and codes of Leon County. Any construction activities shall comply with the applicable codes/ordinances and permit conditions effective at the time of construction. Further, property owners agree to indemnify and absolve the ACC, Association, Board of Directors, and their members from any liability for future problems on the site, including site access, ingress, or egress.

**e. Variances.**

The ACC, or the Board upon an appeal pursuant to Article III g. below, may grant a variance from any off the requirements set forth here in if good cause exists to grant a variance.

**f. Final Review and Approval.**

Within thirty (30) days after completion of a project subject to ACC review and approval, the property owner shall give written notice to the ACC that the project is complete and was performed substantially consistent with the approved plans. Subsequent to the ACC's review of the completed project, the ACC shall notify the property owner of any deviations from the requirements of the Architectural Standards in writing, and include any corrective actions that are required. Violations will be reported to the Board of Directors which will then decide what action to take on behalf of the Association.

**g. Appeals.**

Any property owner wishing to appeal a determination of the ACC under these standards may submit a written request to the Association, which shall be reviewed by the Board of Directors of the Association within thirty (30) days of the determination, with a copy of the appeal sent simultaneously to the Chairperson of the ACC. The Board of Directors shall render its decision within thirty (30) days of receipt of the appeal and shall invite the appellant and Chairperson to its deliberation meeting. The decision of the Board of Directors shall be final.

**IV. PROPERTY MAINTENANCE AND USE RESTRICTIONS**

In addition to construction requirements, the following property maintenance and use restrictions shall apply to the use of the lots and LUNA PLANTATION:

**a. Minimum Lot Size.**

No lot shall be less than one and one-half (1 ½) acres.

**b. Single Family Use.**

The Property, except for parks, private roadways, the entrances to the subdivision, and other common areas owned by the Association shall be used for single-family residential purposes only.

**c. Trailers, Motor Homes, etc.**

No trailer, travel trailer, motor home, basement, tent, shack, garage, barn, or storage facility shall be used at any time as a residence, either temporarily or permanently, nor shall any structure of a temporary character be located on any building site at any time.

**d. Animal Enclosures/Pens.**

Except as provided herein for dog kennels, enclosures for animals shall comply with the fencing requirements listed above. Since pre-constructed enclosures for dogs are most commonly made of chain link fencing, they will be acceptable if camouflaged, either naturally by location on the property or by landscaping or covering with brick, wood, or latticework.

**e. Permitted Animals.**



No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except hens (female chickens) and ordinary household pets, such as dogs and cats, provided that they are not kept, bred, or maintained for any commercial purpose. If hens are kept on a lot, the total number of hens shall be limited to five (5) hens per acre or fractional acre of property owned, with a maximum aggregate of ten (10) total hens.

**f. Maintenance of Driveways, Landscapes, and Lots.**

Driveways shall remain clear of debris and repaired as necessary to address fissures, potholes, and loss of gravel. Parking on the street is prohibited with the exception of short-term guest parking.

Owners shall maintain landscaping and other portions of a lot in a neat and attractive condition, free of trash, debris, or other waste. Ongoing removal of invasive species from properties is encouraged. As landscapes evolve over time, owners shall comply with requirements of Lake Iamonia special development zones, Leon County tree ordinances, and LPPOA Architectural Standards with regard to clearing of trees and understory and maintenance of buffers and wildlife corridors.

All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All owners and users of the Property must comply with all Federal, State and Local sanitary environmental laws, rules, and regulations.

**g. Prohibited Conduct.**

No illegal, noxious, or offensive activity shall be carried on upon any lot or within any other portion of LUNA PLANTATION, nor shall anything be done which will become a nuisance or annoyance to the neighborhood.

**h. Signs.**

**i. Real Estate Signs.**

No realty or "For Sale by Owner" signs are permitted at the entrance to Luna Plantation, except on the day of an "Open House." Open House signs shall be removed within six hours after the Open House is over. Property owners may post one sign on their property, using a standard realtor or "For Sale By Owner" sign.

**ii. Security Signs.**

Owners may display a sign of reasonable size provided by a contractor for security services within 10 feet of any entrance to the primary residence or guest home.

**iii. Other Signs.**

Political signs are allowed but shall be removed within 7 days after an election is over. One political sign per candidate is allowed. Vendor signs placed during a construction or service period shall be removed promptly after the service is rendered. Signs used for Celebrations (birthdays, Graduations, welcome home, etc...) will be allowed for a period of 7 days.

**i. Recreational Vehicles.**

All boats, campers, trailers, or other residential vehicles shall be parked or stored within a garage, or placed behind the primary residence, and shall be visually screened from neighboring residences and from the street view.

**j. Trash.**

No junk cars, old appliances, yard trash, personal trash, or other like items which create a visual nuisance shall be stored anywhere on the premises. Any personal property, if it is to be stored on the lot, must be stored in a suitably enclosed structure approved by the ACC or stored in the rear of the home. Trash cans shall not be left exposed to street view and shall be housed appropriately. Yard debris and trash created by removal of trees, shrubs, etc., or through storms and wind, shall not be routinely burned; excessive amounts must be disposed of through the county waste management program or hauled to the county dump.

**i. Clotheslines and Satellite Dishes.**

Unless rendered ineffective for the intended purpose, clotheslines and satellite dishes shall be landscaped appropriately by use of trees, vines, or other approved screening method and shall not be visible from the street and neighboring residences.

**ii. Business Activity.**

Home business offices are permissible. However, no business, trade, commercial activity, or any entity that involves public traffic, commercial signs, or activities that create an annoyance or disruption of other residents' quiet enjoyment of property, may be conducted on any LLPOA parcel.

**V. ACTIVITIES DURING CONSTRUCTION.**

All construction activities shall be restricted to the construction site and adjacent road easement. Under no circumstances shall the neighboring property of others be used for any construction-related activities.

**a. Road Maintenance Fee.**

Because of the effect of construction activity and vehicles on the road system, a \$350.00 road maintenance fee shall be submitted for each lot for which home construction plans are submitted. This fee is to cover expected wear/tear and maintenance caused by construction activities, and shall be paid before final plan approval. Any unanticipated damage to the roads caused by contractors/subcontractors will subject the property owner to additional fees associated with the cost of repairing such damage.

**b. Maintenance of Construction Sites.**

Construction sites shall be maintained in a clean, neat manner at all times. Construction debris, cut trees, brush, paper, food containers, or other trash shall be stored properly and/or placed in suitable containers for frequent, routine removal from the site so as to keep the site clean. Placement of sanitary facilities (port-a-johns or portable toilets) shall be in close proximity to the buildings being constructed to facilitate and encourage use by workers. Such facilities shall



be secured/locked and not placed within or close to roads where they may become attractive nuisances for children or animals.

**c. Erosion Control.**

All construction sites shall have an acceptable erosion control program, to include the use of properly staked hay bales, silt fencing, etc., to minimize siltation of neighboring property, rights-of-way, drainage ways, or waterways. Such facilities shall be maintained on a continuous basis until completion of construction and placement of sod eliminates their need.

**VI. ENFORCEMENT**

**a. Construction Activities.**

Any costs or fees incurred by the Association correcting any damages or incurred to enforce construction activity requirements will be collected from the property owner in the same manner as an assessment. Consequently, the property owner should select a builder carefully and ensure that these provisions are reviewed and understood by the builder before undertaking any clearing or construction activity on the site.

**b. Architectural Standards.**

A property owner alleged to be in violation of the architectural standards will be notified in writing by the Association, which notice shall provide specific detail of the violation(s). The property owner shall have fourteen (14) days to respond in writing. If the violation is substantiated, the owner shall correct the violation, or provide a proposed schedule for correction that is subject to approval of the ACC, within those fourteen (14) days. If no timely response is provided or if no corrective action taken by the property owner, the ACC shall notify the Board of Directors to determine what further action to take on behalf of the Association.

**c. Residential Maintenance Standards and Conduct.**

A complaint by the ACC, a Board member, or a LPPOA resident that an LPPOA property owner or resident may be in violation of property maintenance standards or any other provision of this Declaration or any validly adopted rule or regulation shall be considered an alleged violation of LPPOA governing documents and subject to enforcement. The complaining party shall submit a written complaint to the Association that includes a description of the nature of the violation, applicable dates, times, and other relevant information and directed to the attention of the Board of Directors of the Association. The complaint will be addressed in accordance with enforcement procedures provided by the LLPOA Bylaws or as otherwise provided herein.

**d. Remedies.**

Unless otherwise provided herein, the Association and LLPOA property owner may pursue fines, injunctive relief, declaratory relief, and/or damages for violations of these Restrictive Covenants, the Articles of Incorporation, Bylaws, and any adopted Rules and Regulations. The prevailing party in any action to enforce or interpret these Restrictive Covenants, the Articles of Incorporation, Bylaws, and any adopted Rules and Regulations shall be entitled to the recovery of reasonable attorneys' fees and costs.

The prevailing party in the enforcement of any portions

## VII. ASSESSMENTS

The owner of each lot within LUNA PLANTATION subdivision shall pay an annual assessment to the Association. The assessment for the year 2023, is \$211.05 per acre. The annual assessment shall not increase more than ten percent (10%) per year unless approved by the owners of more than one-half (1/2) of the total acreage voting at a meeting duly noticed and called for the expressed purpose of considering an increase in the annual dues. No special assessments shall be levied by the Association in any year unless approved by the owners of more than one-half (1/2) of the total acreage voting at a meeting duly noticed and called for that expressed purpose.

## VIII. NOTICES

Any notice required to be sent to any member or owner shall be sent to the last known street address (or email when appropriate) of the person who is the owner on the record of the Association at the time of mailing. The Board of Directors shall have the right and responsibility to make the final determination in regard to said notices and any action resulting. Final interpretations from the Board of Directors shall be binding on the owner.

## IX. AMENDMENTS

These Restrictive Covenants may be amended as follows:

### a. Proposal.

An amendment to these Restrictive Covenants may be proposed by the Board of Directors. A proposal for an amendment may be presented to the Board of Directors by a Director or an Owner. If ten percent (10%) of the Owners in this subdivision sign a petition recommending an amendment for adoption and deliver the petition to the Board, the Board must submit the proposed amendment to a vote of the Owners at a duly-noticed membership meeting within sixty (60) days of delivery of the petition to the Board.

### b. Approval.

These Restrictive Covenants may be amended at any time by the affirmative vote of a majority of the total acreage of Lots within the subdivision, which vote shall be conducted at a duly called membership meeting.

### c. Execution and Recording.

A copy of each Restrictive Covenant amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the appropriate officers of the Association with the formality of a deed. The amendment shall be effective when said certificate and a copy of the amendment language are recorded in the Public Records of Leon County, Florida.

## PROPOSED LEASE AMENDMENT

**Explanation: Currently, the Restrictive Covenants do not contain anything specifically addressing the rental of homes within Luna Plantation. There is a growing trend among**



**HOAs to restrict short-term rentals because of the potential for short-term rentals to degrade the community's character and disrupt members' right to the quiet use and enjoyment of their property. Short-term rentals have the potential to create more noise, overtax common areas, increase the potential for safety concerns and criminal activity, and increase traffic and wear on roads for which members' assessments pay. These issues could have a detrimental effect on property values. Short-term renters are less vested in the long-term condition of the community. This Proposed Amendment is recommended because it places parameters on the use of homes in LPPOA by prohibiting leasing of homes for a lease term of less than six (6) months and by limiting the number of occupants in a leased home to not more than two (2) per bedroom.**

All leases of homes shall be in writing. A copy of the written lease agreement for a leased home shall be provided to the Association before the commencement of the lessee's occupancy of the leased home. The maximum number of occupants in a leased house shall be limited to two (2) people per bedroom. There shall be no subleasing or assignment of leases. Leases of a home for a duration of less than six (6) months.

