

THIS INSTRUMENT PREPARED BY:
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PLEASE MAIL TO: Luna Plantation Property Owners Assoc.
c/o Joanne M. Kraynak, Secretary/Treasurer
P.O. Box 37094
Tallahassee, FL 32315

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

THIS EXTENSION AND MODIFICATION OF RESTRICTIVE COVENANTS OF LUNA PLANTATION, AN UNRECORDED SUBDIVISION in Leon County, Florida, is made and entered into this 2nd day of May, 1994, by LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., a non-profit Florida corporation (hereinafter referred to as "the Association").

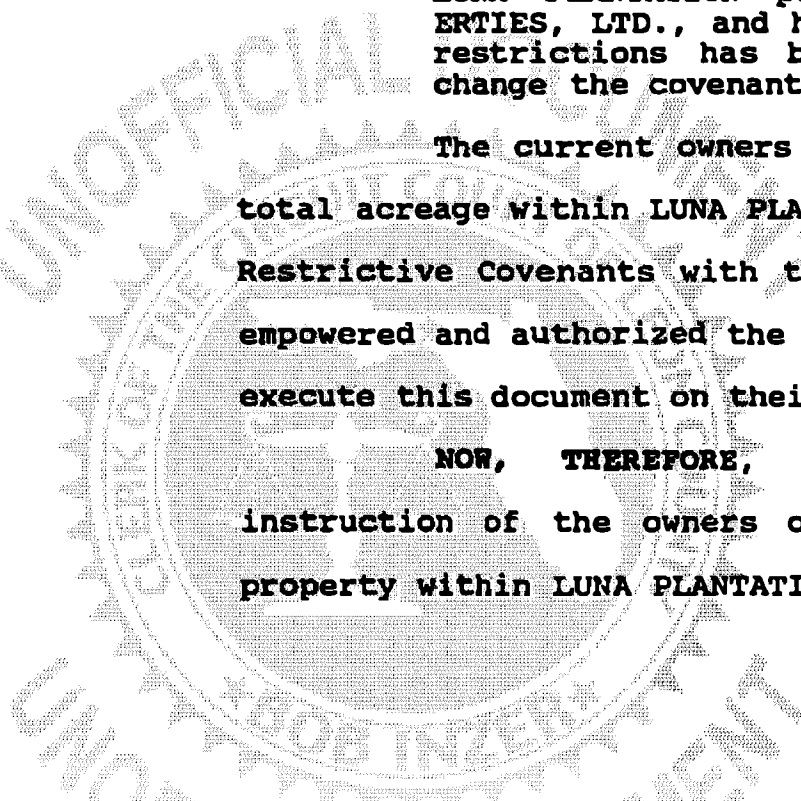
RECITATION OF FACTS

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.

The current owners of more than one-half (1/2) of the total acreage within LUNA PLANTATION have reaffirmed the existing Restrictive Covenants with the following modifications and have empowered and authorized the Association through its President to execute this document on their behalf.

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



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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 June 1, 1994, and will automatically extend for successive ten (10) year periods unless an instrument signed by the then owners of a majority of the Property has been recorded agreeing to change these covenants in whole or in part:

1. No trailers or mobile homes shall be allowed on the Property.

2. The Property, except for parks, private roadways, the entrances to the subdivision, and other common areas owned by LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., shall be used for single family residential purposes only.

3. No residence shall occupy less than one and one-half (1 1/2) acres.

4. No building 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.

5. No buildings shall be erected on any lot until the construction plans and specifications, including a site plan, have been approved by the Architectural Control Committee of the Association. Approval shall be based on compliance with these Restrictive Covenants and the established architectural standards (as adopted and approved by the Association to implement these restrictive covenants), quality of materials and workmanship, harmony of design with existing structures, and location on the lot. Approval shall not be arbitrarily withheld.

6. No dwelling shall be constructed on any lot that contains less than eighteen hundred (1,800) square feet of heated area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

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7. Out buildings shall be limited to private stables, kennels, greenhouses and structures customarily associated with single family residential homes. All out buildings shall be approved as provided in paragraph 5.

8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot except horses and ordinary household pets, such as dogs and cats, provided they are not kept, bred, or maintained for any commercial purpose. In the event that an owner keeps horses on any lot, the total number of horses shall be limited to one (1) horse per acre or fractional acre of property owned.

9. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. 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 and environmental laws, rules and regulations.

10. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which will become a nuisance or annoyance to the neighborhood.

11. The owner of each lot within LUNA PLANTATION subdivision shall pay an annual assessment to the Association. The assessment for the year 1994, is One Hundred Dollars and No Cents (\$100.00) per acre. The annual assessment shall not increase by more than ten percent (10%) per year unless approved by the owners of more than one-half (1/2) of the property within LUNA PLANTATION 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 property at a meeting duly noticed and called for that expressed purpose.

12. The Association was founded in February of 1985, by the then owners of lots within LUNA PLANTATION. All lot owners, by

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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.

[Signature]
Witness - CARL ADAMS
[Signature]
Witness - ARVID NYSTROM

LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC.

By: [Signature]
TERRY W. KNEPPER
Its President

STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing Reaffirmation of Restrictive Covenants was acknowledged before me by Terry W. Knepper, as President of LUNA PLANTATION PROPERTY OWNERS ASSOCIATION, INC., who is personally known to me or who produced _____ as proper identification, and who did not take an oath, on this 22nd day of May, 1994.

Joanne M. Kraynak
NOTARY PUBLIC -
(Please Type or Print Name of Notary)
My Commission Expires:



JOANNE M. KRAYNAK
MY COMMISSION # 00 178172 EXPIRES
MAY 1, 1995
LEON COUNTY, FLORIDA