

THIS INSTRUMENT PREPARED BY:
JAMES O. SHELPER, Attorney
1300 Thomaswood Drive
Tallahassee, FL 32312
(904) 325-0070

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

**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").

OR 131PG0152

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

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.

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

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.

IN WITNESS WHEREOF, this instrument has been executed by the Declarant on this 22nd day of MAY, 1994.

WITNESSES
(Please Type or Print Name Beneath Signatures)

[Signature]
Witness - CARL ADAMS
[Signature]
Witness - ARVED 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:

[Signature]
JOANNE M. KRAYNAK
MY COMMISSION EXPIRES
MAY 1, 1993

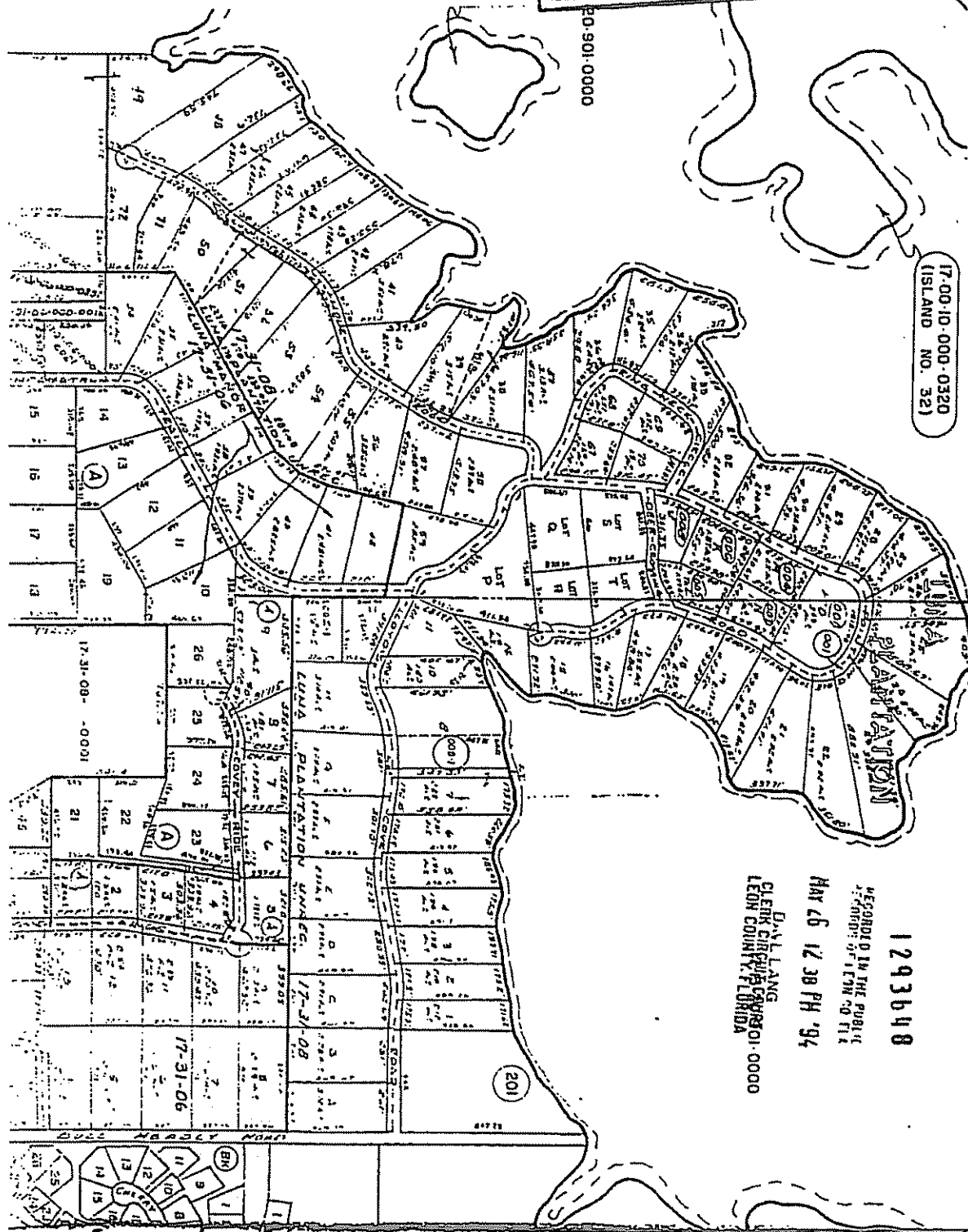


Exhibit A"

RECORDING SYSTEM
Document legibility unsatisfactory
for clear reproduction in the public
records.

20-901-0000

17-00-10-000-0320
(ISLAND NO. 32)



1293648
 RECORDED IN THE PUBLIC
 RECORDS OF LEON CO FLA
 MAY 26 12 38 PM '94
 DALL LANGE
 CLERK CIRCUIT COURT
 LEON COUNTY, FLORIDA

17-31-08--0001

17-31-06

201

202



DOC. _____
SUR. _____
REC. _____

WARRANTY DEED
(Statutory - Sec. 689.02 F.S.)

This instrument was prepared by:
Nancy B. Riddle, an Officer of the
Professional Title Group, Inc., 330
Lewis State Bank, Tallahassee, FL
32301, pursuant to the issuance of
title insurance.

STATE OF FLORIDA
COUNTY OF LEON:

DP1106PL1385

KNOW ALL MEN BY THESE PRESENTS: That

LUNA PROPERTIES, LTD. a Florida Limited Partnership

, Grantor*,
for and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt of
which is hereby acknowledged has bargained, sold, conveyed and granted unto

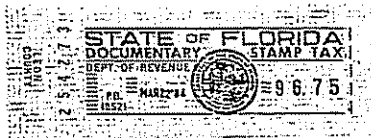
AYEMI SUZUKI DAYTON a/k/a AYEMI SUZUKI, a married person, Grantee*
Address: 711 N. Simpson Rd. Tallahassee FL 32304
grantee's heirs, executors, administrators and assigns, forever, the following described property, situate, lying
and being in the County of Leon, State of Florida, to-wit:

See Exhibit "A", attached hereto and made a part hereof.

SUBJECT TO Restrictive Covenants as contained in Exhibit "B", attached hereto
and made a part hereof.

FURTHER SUBJECT TO reservations and easements of record, if any.

FURTHER SUBJECT TO taxes for the year 1980 and subsequent years.



662000
RECORDED IN THE PUBLIC
RECORD OF LEON COUNTY,
FLA.
MAY 22 11 19 AM 1984
PAUL F. HARRIS, JR.
CLERK OF CIRCUIT COURT

and said grantor does fully warrant the title to said land and will defend the same against the lawful claims of
all persons whomsoever.

*Wherever used herein, the term "grantor/grantor" shall include the heirs, personal representa-
tives, successors and/or assigns of the respective parties hereto; the use of singular
number shall include the plural, and the plural the singular; the use of any gender shall
include all genders.

December 8, 1980 IN WITNESS WHEREOF, grantor has hereunto set grantor's hand and seal on

Signed, sealed and delivered
in the presence of:
Jan G. Carr
Nancy B. Riddle
Janith H. Taylor
John Bailey

LUNA PROPERTIES, LTD. (SEAL)
Fred G. Shelfer, Jr. (SEAL)
BY: FRED G. SHELFER, JR.
Its General Partner (SEAL)
Jeffrey W. Pepper (SEAL)
BY: JEFFREY W. PEPPER
Its General Partner

STATE OF FLORIDA
COUNTY OF LEON
Before me the subscriber personally appeared
FRED G. SHELPER, JR.

known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.

Given under my hand and seal on
December 8, 1980
Nancy B. Riddle
(SEAL) Notary Public
My Commission Expires: 10-5-81

STATE OF FLORIDA
COUNTY OF LEON
Before me the subscriber personally appeared JEFFREY W. PEPPER, known to me, and known to me to be the individual described by said name in and who executed the foregoing instrument and acknowledged that, as grantor, executed the same for the uses and purposes therein set forth.
Given under my hand and seal on
December 8, 1980
Nancy B. Riddle
Notary Public
My Commission Expires: Aug. 22, 1981
(SEAL)

EXHIBIT "A" **DR1106P1386**

TRACT 16, LUNA PROPERTIES, LTD.

Commencing at the Southwest Corner of Fractional Northwest Quarter of Fractional Section No. 32, Township 3 North, Range 1 East, Leon County, Florida (marked by an old iron nail), thence run North 0 degrees 53 minutes 18 seconds West, along the West boundary of Section 32, a distance of 853.90 feet, thence run Due East 86.35 feet to a concrete monument on the east right-of-way of Luna Point Road and the point of beginning of tract described herein. From the point of beginning run South 80 degrees 29 minutes, 2 feet more or less to the ordinary highwater line on the southern shore of Lake Ianania; thence run along the ordinary highwater line in a southerly direction to a point which is South 06 degrees 23 minutes 13 seconds East, 104.10 feet; thence run South 86 degrees 26 minutes 02 seconds West, 8 feet to a concrete monument; thence continue South 86 degrees 26 minutes 02 seconds West, 371.50 feet to a point on the centerline of Luna Point Road; thence run along the centerline of Luna Point Road along a curve to the left in a northwesterly direction with a radius of 188.52 feet (chord North 22 degrees 46 minutes West, 80.52 feet) to the point of tangency; thence continue along said centerline North 35 degrees 10 minutes West, 136.32 feet to a point of curvature; thence continue along centerline of said road along a curve to the right in a northerly direction with a radius of 229.17 feet and central angle of 06 degrees 58 minutes 50 seconds for a distance of 27.92 feet (chord North 31 degrees 45 minutes West, 27.90 feet); thence run South 80 degrees 29 minutes East, 39.78 feet to the point of beginning. Situate, lying and being in Fractional Northwest Quarter of Fractional Section 32, Township 3 North, Range 1 East, Leon County, Florida and containing one and forty-seven hundredths (1.47) acres, more or less.

The Westerly 30 feet subject to a roadway easement.

LUNA PROPERTIES, LTD.
RESTRICTIVE COVENANTS

OR1106PE1387

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 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.

1. No trailers or mobile homes shall be allowed on the property.
2. The property shall be used for single family residential purposes only.
3. No residence shall occupy less than one and ^{forty-seven hundredths} ~~one-half~~ acres.
4. No building shall be erected within twenty (20) feet of any property line or within one hundred (100) feet of the mean high water level of Lake Lamonia.
5. No buildings shall be erected on the property until the construction plans and specifications showing the location of the structure have been approved by LUNA PROPERTIES, LTD. or its designee. Approval shall be based on compliance with these restrictions, quality of materials and workmanship, harmony of design with existing structures and location on property. Approval shall not be arbitrarily withheld.
6. No dwelling shall be constructed on the property that contains less than eighteen hundred (1800) square feet of heated area exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.
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 five.
8. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property 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 the owner keeps horses on the property, he shall be limited to one horse per acre or fractional acre of property owned.
9. The property shall not 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 state and county sanitary laws, rules and regulations.

DP1106P1388

10. No noxious or offensive activity shall be carried on upon the property nor shall anything be done which will become a nuisance or annoyance to the neighborhood.
11. The owner of the above described property shall contribute .008x 1.47 acres percent of the cost of maintenance of the roadway to be constructed on the easement described in Exhibit "A" attached. In the event a home owner's association is formed by the owners of property in LUMA PLANTATION in Leon County, Florida, who hold their property subject to the same or similar deed restrictions as are found in this instrument, the owner of the above-described property agrees to become a member of that homeowners' association for the purpose of maintaining the roadway and enforcing the restrictive covenants, and for other purposes.