

OR1143PC1297

CORRECTED DECLARATION OF RESTRICTIVE COVENANTS OF LUNA  
MANOR, AN UNRECORDED SUBDIVISION IN LEON COUNTY, FLORIDA

THIS CORRECTIVE DOCUMENT is made and entered into this  
28th day of December, 19 84, by LUNA PROPERTIES, LTD., a  
Florida limited partnership. LUNA PROPERTIES, LTD. was the  
Declarant in that certain Declaration of Restrictive Covenants of  
Luna Manor dated November 19, 1981, and recorded on that date in  
Official Records Book 1011, Page 2042 of the Public Records of  
Leon County, Florida. The previously recorded document contained  
several clerical errors in its text. This document relates back  
to the time of the original recording and is the correct version  
of the Declaration of Restrictive Covenants of Luna Manor  
unrecorded subdivision in Leon County, Florida.

C O R R E C T I O N S :

The "easement" defined in Article I, Section 3  
Article IV of the Declaration of Restrictive Covenants incorrectly  
refers to Official Records Book 1010, Page 1568, of the Public  
Records of Leon County, Florida. The road easement for Luna  
Manor is actually recorded in Official Records Book 1006, Page  
2318 of the Public Records of Leon County, Florida. The legal  
description attached to the original Declaration of Restrictive  
Covenants described property that is not part of the unrecorded  
plat of Luna Manor. The legal description attached as Exhibit  
"A" hereto is the accurate description of Luna Manor Subdivision,  
which is encumbered by these restrictions. An unrecorded plat of  
Luna Manor, dated August, 1981, by Alcorn, Nobles and Associates,  
was referred to as Exhibit "B", but was not attached. The said  
plat is attached hereto as Exhibit "B".

I N T R O D U C T I O N :

The following Restrictive Covenants shall run with the  
land for a period of fifteen (15) years from September 1, 1981,  
after which time this Declaration of Restrictive Covenants shall  
be extended automatically for successive periods of ten (10)

RECORDED IN THE PUBLIC  
RECORDS OF LEON COUNTY, FLA.  
Dec 20 4 36 PM 1984  
JAMES O. SHELFER  
CLERK OF CIRCUIT COURT

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years, unless cancelled by an instrument filed of record signed by the then owners of one-half (½) of the property subject to these restrictions. Cancellation shall be only at the end of the initial fifteen (15) year period or at the end of any successive ten (10) year period.

ARTICLE I: DEFINITIONS

Section 1. "Declarant" shall mean and refer to LUNA PROPERTIES, LTD., a Florida limited partnership.

Section 2. "Association" shall mean and refer to LUNA MANOR PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

Section 3. "Easement" shall mean the land described in the Declaration of Easement recorded in Official Records Book 1006, Page 2318 of the Public Records of Leon County, Florida.

Section 4. "Lot" shall mean any parcel of land contained in the property described in Exhibit "A" and sold by the Declarant to any individual or group of individuals. The property is divided into "lots" as shown on an unrecorded plat of LUNA MANOR dated August, 1981, and prepared by Alcorn, Nobles and Associates which plat is attached to this Declaration of Restrictive Covenants as Exhibit "B".

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep roads, landscaping, drainage, lighting, and other related improvements in their original condition. Normal wear and tear is excepted.

Section 6. "Member" shall mean every person or entity that holds membership in the Association.

Section 7. "Subdivision" shall mean the property described in Exhibit "A" as divided into lots as shown on Exhibit "B".

Section 8. "Owner" shall mean the record owner, whether one or more persons or entities, of a legal or beneficial

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interest in a lot and shall include purchasers under contracts for deed, but shall not include those holding title as security for the performance of an obligation.

**ARTICLE II: MEMBERSHIP AND  
VOTING RIGHTS IN THE ASSOCIATION**

**Section 1. Membership:** Any person who owns property that is subject to these restrictions shall automatically be a member of the Association provided, however, that where any lot, as shown in Exhibit "B", is owned by more than one person, one of the owners shall be designated to cast the vote on matters to come before the Association on behalf of all of the owners of the lot.

In the event the owner of a lot is a corporation or partnership, a partner or corporate officer shall be designated to cast the vote on behalf of the partnership or corporation.

**Section 2. Voting Rights:** The Association shall have two (2) classes of voting members as follows:

"Class A" - Class A members shall be all owners with the exception of Declarant, and shall be entitled to one (1) vote for each lot owned.

"Class B" - The Class B member shall be Declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on September 1, 1986, whichever first occurs.

**ARTICLE III: ASSESSMENTS**

**Section 1. Liens and Personal Obligation of Assessments:** Each owner of a lot by acceptance of his deed for such lot, whether or not it is expressed in his deed, agrees to pay the assessments as provided in this Article.

Section 2. Annual Assessments: Annual assessments shall be paid by each lot owner to the Association. The assessment for the years 1982 and 1983 shall be Twenty-Five Dollars (\$25.00) for each lot in the subdivision as shown on the unrecorded plat attached as Exhibit "B". For the year 1984 and each subsequent year, the annual assessment may be increased by vote of the Association, not to exceed ten percent (10%) over the assessment of the previous year.

Section 3. Special Assessment for Road Maintenance: In addition to the annual assessments, the Association may have a special assessment in any year for the purpose of defraying in whole or part, the cost of maintenance or repair of the roads in the subdivision. Any such assessment must be approved by the majority vote of the membership of the Association. Each owner shall be assessed a percentage of the maintenance cost. The percentage of the cost allocated to each owner shall be determined by dividing the number of acres each owner owns by the total number of acres in the subdivision.

Section 4. Special Assessment for Maintenance of Pump and Well: Owners whose lots touch Lake Lloyd, in addition to the assessment for road maintenance, shall be assessed for the maintenance, utilities and upkeep of the pump and well that supplies the water to Lake Lloyd.

Section 5. Effect of Non-Payment of Assessments and Remedies of the Association: Any assessment not paid within sixty (60) days after the due date, shall be deemed in default and shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for assessments provided for herein by abandonment of his lot.

Section 6. Subordination of Assessment Lien Mortgage: The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due.

ARTICLE IV: EASEMENTS

Each lot extends to the middle of a 60 foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1006, Page 2318, of the Public Records of Leon County, Florida. Each deed from the developer will grant to the owner, non-exclusive use of the easement and retain an easement over the 30 feet of the easement conveyed by the Warranty Deed. Within the easement described in the Public Records, no structure, plant, or other object shall be placed or permitted to remain which may damage or interfere or change the direction or flow of drainage within the easement or interfere with the installation and maintenance of utilities or the safe passage of automobile traffic.

ARTICLE V: USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a residence for a single family and for no other purpose.

Section 2. No lot shall be divided into parcels of less than one and one-half (1½) acres of property.

Section 3. No mobile homes shall be allowed on the property.

Section 4. No building shall be erected within twenty (20) feet of any property line or within fifty (50) feet of the centerline of any roadway. Declarant or the Architectural

Control Committee shall have the right, in their discretion, to vary these setback restrictions where strict enforcement will result in unnecessary hardship.

Section 5. No building including additions to existing structures, shall be erected within the subdivision until the construction plans, site plans and specifications showing the location and architectural design of the structure have been approved by the Declarant. If no action has been taken after thirty (30) days from the date on which the plans are submitted to the Declarant, then approval of the plans shall be presumed. Approval shall be based on compliance with these restrictions, quality of materials and location on the property. Approval shall not be arbitrarily withheld.

At such time as Declarant no longer wishes to maintain control of construction in the subdivision, it shall assign this function to the Association. The President of the Association shall appoint three (3) members of the Association to serve as an Architectural Control Committee to exercise the authority granted by this Section.

Section 6. No dwelling shall be constructed that contains less than one thousand four hundred (1,400) square feet of heated area, exclusive of porches and garages. Once construction starts, work shall be pursued diligently until completed.

Section 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 for in Section 5 above.

Section 8. Livestock, poultry, or other animals shall not be kept on the property in such a manner as to cause a nuisance or annoyance because of smell or noise or to cause a health hazard. No animals, livestock or poultry of any kind shall be raised, bred, or kept on the property for any commercial purposes.

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ARTICLE VI: EFFECT

Each and every conveyance of any lot in the subdivision is expressly made subject to the provisions hereof whether or not the terms of such conveyance incorporates or refers to these provisions.

IN WITNESS WHEREOF, this instrument is executed this  
28th day of December, 1984.

WITNESSES:

LUNA PROPERTIES, LTD.,  
a Florida limited partnership

Judith H. Taylor

By:

Jeffrey W. Pepper  
JEFFREY W. PEPPER,  
Its General Partner

Patsy P. Drizin

Judith H. Taylor

By:

Fred G. Shelfer, Jr.  
FRED G. SHELFER, JR.,  
Its General Partner

Patsy P. Drizin

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by  
JEFFREY W. PEPPER, as General Partner of LUNA PROPERTIES, LTD.,  
on this 28<sup>th</sup> day of December, 1984.

Judith H. Taylor  
NOTARY PUBLIC

My Commission Expires: August 23, 1985

STATE OF FLORIDA,  
COUNTY OF LEON.

The foregoing instrument was acknowledged before me by  
FRED G. SHELFER, JR., as General Partner of LUNA PROPERTIES,  
LTD., on this 28<sup>th</sup> day of December, 1984.

Judith H. Taylor  
NOTARY PUBLIC

My Commission Expires: August 23, 1985

JOS3/tcr  
R/gfs

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Commencing at the Southwest corner of Fractional Section 32, Southeast Corner of Fractional Section 31, Township 3 North, Range 1 East, Leon County Florida, marked by an old concrete monument, thence run South 89 degrees 41 minutes 42 seconds, West along the South boundary of Fractional Section 31, 2640.00 feet to an old concrete monument, thence run North 00 degrees 02 minutes 08 seconds East 981.32 feet to a concrete monument, thence run North 88 degrees 21 minutes 04 seconds East 794.72 feet to a concrete monument, thence run North 89 degrees 41 minutes 42 seconds East 261.36 feet to a concrete monument, thence run North 00 degrees 46 minutes 57 seconds East 333.22 feet to a concrete monument, thence run North 59 degrees 41 minutes 18 seconds East, 967.14 feet to a point in Lake Lloyd, thence run North 42 degrees 23 minutes 51 seconds East 155.72 feet to a point in Lake Lloyd, thence run North 25 degrees 33 minutes 36 seconds East 127.48 feet to a point in Lake Lloyd, thence run North 13 degrees 01 minutes 49 seconds East, 350.00 feet to a concrete monument, thence run South 85 degrees 13 minutes 24 seconds East 470.28 feet to a point on the East right-of-way of Neamathla Trail, thence run South 00 degrees 53 minutes 10 seconds East along the East right-of-way of Neamathla Trail 418.95 feet to a concrete monument, thence run North 89 degrees 58 minutes 30 seconds East 968.69 feet to a concrete monument, thence run due East 1666.76 feet to a concrete monument on the West right-of-way of Bull Headley Road, thence run South 00 degrees 52 minutes 17 seconds East along the West right of Way of Bull Headley Road 1881.55 feet to an old concrete monument, thence run South 89 degrees 02 minutes 15 seconds West 2634.35 feet to the Point of Beginning.

Situate, lying and being in Fraction Section 31 and in Fractional Section 32, Township 3 North, Range 1 East, Leon County, Florida and containing 207.10 acres more or less.

LESS AND EXCEPT the following three (3) parcels:

Parcel 1

Commence at a concrete monument marking the Southeast corner of Fractional Section 31, Township 3 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 41 minutes 42 seconds West along the South boundary of said Section 31 a distance of 2640.00 feet to a concrete monument, thence run North 00 degrees 02 minutes 08 seconds East 450.06 feet to a concrete monument, thence continue North 00 degrees 02 minutes 08 seconds East 531.26 feet, thence run North 88 degrees 21 minutes 04 seconds East 794.72 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING thence run North 89 degrees 41 minutes 42 seconds East 261.36 feet to a concrete monument, thence run North 89 degrees 41 minutes 42 seconds East 522.72 feet to the centerline of Neamathla Trail, thence run South 00 degrees 53 minutes 10 seconds East along the centerline of said Neamathla Trail 500.00 feet to the centerline of Manor House Drive, thence run South 89 degrees 41 minutes 42 seconds West along the centerline of said Manor House Drive 17.77 feet to a point of curve to the left having a radius of 720.81 feet, thence run along said centerline curve 99.84 feet (chord South 85 degrees 43 minutes 37 seconds West 99.76 feet), thence run South 81 degrees 45 minutes 32 seconds West along said centerline 161.47 feet to a point of curve to the right having a radius of 104.83 feet, thence run along said centerline curve 93.34 feet (chord North 72 degrees 47 minutes 45 seconds West 90.30 feet) to a point of reverse curve to the left having radius of 104.83 feet, thence run along said centerline curve 93.31 feet (chord North 72 degrees 51 minutes 01 seconds West 90.26 feet), thence run South 81 degrees 38 minutes 59 seconds West along said centerline of Manor House Drive 337.74 feet, thence run North 00 degrees 53 minutes 10 seconds West 522.22 feet to the POINT OF BEGINNING; containing 9.07 acres, more or less.



Parcel 2

Commence at a concrete monument marking the Southeast corner of Fractional Section 31, Township 3 North, Range 1 East, Leon County, Florida and thence run South 89 degrees 41 minutes 42 seconds West along the South boundary of said Section 31 a distance of 2640.00 feet to a concrete monument, thence run North 00 degrees 02 minutes 08 seconds East 450.06 feet to a concrete monument marking the POINT OF BEGINNING. From said POINT OF BEGINNING continue North 00 degrees 02 minutes 08 seconds East 531.26 feet, thence run North 88 degrees 21 minutes 04 seconds East 794.72 feet to a concrete monument, thence run South 00 degrees 53 minutes 10 seconds East 522.22 feet to a point on the centerline of Manor House Drive, thence run South 81 degrees 38 minutes 59 seconds West along said centerline of Manor House Drive 414.10 feet, thence run North 00 degrees 18 minutes 18 seconds West 30.26 feet to a concrete monument on the Northerly boundary of Manor House Drive, thence run South 89 degrees 41 minutes 43 seconds West 392.95 feet to the POINT OF BEGINNING; containing 9.92 acres, more or less.

Parcel 3

Commence at a concrete monument marking the Southeast corner of Fractional Section 31, Township 3 North, Range 1 East, Leon County, Florida and thence run North 00 degrees 53 minutes 10 seconds West 500.00 feet to the centerline of Manor House Drive and the POINT OF BEGINNING. From said POINT OF BEGINNING thence run South 89 degrees 41 minutes 42 seconds West along said centerline 1045.44 feet to centerline of Neamathla Trail, thence run North 00 degrees 53 minutes 10 seconds West along the centerline of Neamathla Trail 570.00 feet to a point of curve to the right having a radius of 166.80 feet, thence run along said centerline curve 180.18 feet (chord North 30 degrees 03 minutes 37 seconds East 171.55 feet), thence run North 61 degrees 00 minutes 23 seconds East along said centerline 900.89 feet, thence run North 89 degrees 58 minutes 30 seconds East 573.62 feet to a concrete monument; thence run South 74 degrees 35 minutes 53 seconds East 112.57 feet to the centerline of a 60 foot roadway easement, thence run Northeasterly along said centerline along a curve to the right having a radius of 240.99 feet for an arc distance of 279.71 feet (chord North 76 degrees 41 minutes 25 seconds East 264.27 feet) to a point of reverse curve to the left having a radius of 210.93 feet, thence run along said centerline curve 76.31 feet (chord South 80 degrees 25 minutes 23 seconds East 75.89 feet), thence run North 89 degrees 12 minutes 49 seconds East along said centerline 244.30 feet, thence run North 87 degrees 07 minutes 22 seconds East along said centerline 333.11 feet, thence run South 08 degrees 19 minutes 43 seconds West 525.31 feet to a concrete monument, thence run South 00 degrees 52 minutes 17 seconds East 396.61 feet to a concrete monument, thence run South 89 degrees 04 minutes 20 seconds West 436.61 feet to a concrete monument, thence run South 33 degrees 21 minutes 58 seconds East 344.23 feet to a concrete monument, thence run South 22 degrees 50 minutes 37 seconds East 49.69 feet to a concrete monument, thence run South 32 degrees 37 minutes 17 seconds West 30.00 feet to the centerline line of Manor House Drive, thence run Northwesterly along said centerline along a curve to the left having a radius of 153.35 feet for an arc distance of 93.28 feet (chord North 63 degrees 15 minutes 53 seconds West 91.85 feet), thence run North 80 degrees 41 minutes 36 seconds West along said centerline 289.90 feet to a point of curve to the left having a radius of 1112.89 feet, thence run along said curve 199.47 feet (chord North 85 degrees 49 minutes 33 seconds West 199.20 feet), thence run North 89 degrees 02 minutes 15 seconds West along said centerline 529.91 feet to the POINT OF BEGINNING; containing 57.22 acres, more or less.

EXHIBIT "B"

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