

Prepared by and Return to:
Jeremy V. Anderson, Esquire
Anderson, Givens & Fredericks, P.A.
1689 Mahan Center Blvd., Ste B
Tallahassee, FL 32308

**CERTIFICATE OF REVIVAL OF THE
DECLARATION OF RESTRICTIVE COVENANTS
OF
LUNA PINES AN UNRECORDED SUBDIVISION**

We hereby certify that the attached Revived Declaration of Restrictive Covenants of Luna Pines an Unrecorded Subdivision (which Declaration was originally recorded at Official Records Book 1101, Page 1357 et seq.) were provided and consented to by a majority of the affected parcel owners as required by Section 720.405, Florida Statutes, and were approved by the Florida Department of Economic Opportunity as evidenced by a letter of approval dated February 14, 2020, which is attached hereto. As required by Section 720.407, Florida Statutes, attached hereto is the full text of the approved Revived Declaration of Restrictive Covenants of Luna Pines an Unrecorded Subdivision, the subdivision plat, the legal description of each affected parcel, and the Articles of Incorporation and Bylaws of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.

DATED this 3 day of MARCH, 2020.

Witnesses:

**LUNA PINES PROPERTY OWNERS
ASSOCIATION, INC.**

sign Emily Sanchez

By: Steve L. O'Connor
Steve L. O'Connor, President

print Emily Sanchez

sign Justin Givens

print Justin Givens

Witnesses:

sign Emily Sanchez

Attest: Kendall Powell
Kendall Powell, Secretary

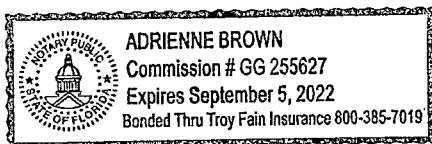
print Emily Sanchez

sign Justin Givens

print Justin Givens

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of physical presence or [] mobile notarization, this 3 day of March, 2020, by Steve L. O'Connor as President of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced Driver license as identification.



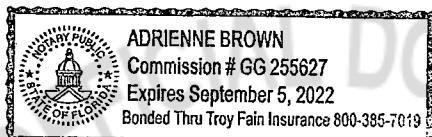
NOTARY PUBLIC

sign Adrienne Brown
print Adrienne Brown
State of Florida at Large (Seal)

My Commission expires:

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me, by means of physical presence or [] mobile notarization, this 3 day of March, 2020, by Kendall Powell as Secretary of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., on behalf of the corporation. He is personally known to me or has produced Driver license as identification.



NOTARY PUBLIC

sign Adrienne Brown
print Adrienne Brown
State of Florida at Large (Seal)

My Commission expires:



UNOFFICIAL DOCUMENT

Ron DeSantis
GOVERNOR



Ken Lawson
EXECUTIVE DIRECTOR

February 14, 2020

Jeremy V. Anderson, Esq.
Anderson, Givens, & Fredericks
1689 Mahan Center Blvd., Suite B
Tallahassee, Florida 32308

**Re: Luna Pines Property Owners Association, Inc.; Approval;
Determination Number: 20032**

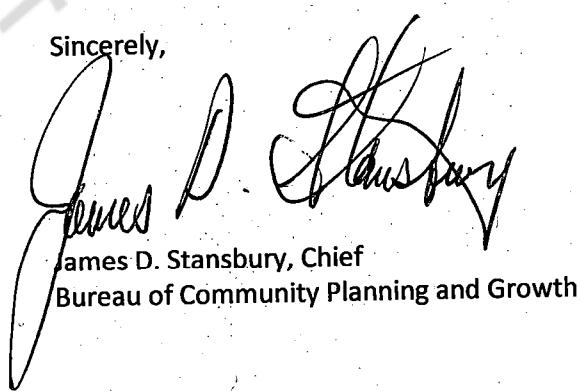
Dear Mr. Anderson:

The Department of Economic Opportunity (Department) has completed its review of the Proposed Revived Declaration of Covenants and Restrictions (Declaration of Covenants) and other governing documents for the Luna Pines Property Owners Association, Inc. (Association), and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the Association's Declaration of Covenants is approved.

The Association is required to comply with the requirements in sections 720.407(1) - (3), Florida Statutes, including recording the documents identified in section 720.407(3), Florida Statutes, in the county's public records. The revitalized declaration and other governing documents will be effective upon recording. Immediately upon recording the documents in the public records, the Association is required to mail or hand deliver a complete copy of all approved recorded documents to the owner of each affected parcel as provided in section 720.407(4), Florida Statutes.

If you have any questions concerning this matter, please contact the Department of Economic Opportunity, Office of the General Counsel, at (850) 245-7150.

Sincerely,



James D. Stansbury
Chief
Bureau of Community Planning and Growth

JDS/ss/rm

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399
850.245.7105 | www.floridajobs.org
www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

This Instrument Prepared By:
JAMES O. SHELTER

OR1011PG1357

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

LAURIE L. DOZIER, JR., GERALD D. N. BRYANT, JESSE L. JUDELLE and EARL MCKENZIE, III, as Trustees of CARDIOLOGY ASSOCIATES PROFIT SHARING TRUST, the owner of that certain land, in Leon County, Florida, described in Exhibit A, attached hereto and made a part hereof, by this instrument do make, declare and impose upon the lands described in Exhibit A for the benefit of all present and future owners of the land, the following conditions, restrictions, and limitations which shall be covenants running with the land, binding upon the owner, its successors and assigns, and all persons claiming any right, title or interest in the land and all subsequent purchasers of the land, their heirs, personal representatives and assigns 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) years unless cancelled by an instrument filed of record signed by the then owners of one-half (1/2) 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 LAURIE L. DOZIER, JR., GERALD D. N. BRYANT, JESSE L. JUDELLE and EARL MCKENZIE, III, as Trustees of CARDIOLOGY ASSOCIATES PROFIT SHARING TRUST, the owner in trust of the property described in Exhibit A, or their successor trustees.

Section 2. "Association" shall mean and refer to LUNA PINES 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 1010, Page 1568, 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 one individual or group of individuals. The property is divided into "lots" as shown on an unrecorded plat of LUNA PINES dated

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August, 1981, and prepared by Alcorn, Nobles and Associations 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 accepted.

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 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, 19 86, whichever first occurs.

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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 and No Cents (\$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. 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 5. Subordination of Assessment Lien Mortgagors:

The assessment lien provided for herein shall be subordinate to the lien of any first mortgagor. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of

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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 sixty (60) foot easement for utilities and ingress and egress. The easement is described in Official Records Book 1010, Page 1568, 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 thirty (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 (1 1/2) 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

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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 in 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 workmanship, harmony of design with existing structures 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 1,600 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.

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.

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IN WITNESS WHEREOF, this instrument is executed this

9th day of October, 1981.Signed, sealed, and delivered
in the presence of:CARDIOLOGY ASSOCIATES PROFIT
SHARING TRUSTKeith D. HoggJud S. Shelle Jr.
As to LAURIE L. DOZIER, JR.Laurie L. Dozier, Jr.
LAURIE L. DOZIER, JR.
TrusteeKeith D. HoggJud S. Shelle Jr.
As to GERALD D. N. BRYANTGerald D. N. Bryant
GERALD D. N. BRYANT
TrusteeKeith D. HoggJud S. Shelle Jr.
As to JESSE L. JUDELLJesse L. Judele
JESSE L. JUDELL
TrusteeKeith D. HoggJud S. Shelle Jr.
As to EARL MCKENZIE, IIIEarl M. McKenzie
EARL MCKENZIE, III
TrusteeSTATE OF FLORIDA,
COUNTY OF LEON.The foregoing instrument was acknowledged before me by
LAURIE L. DOZIER, JR., as Trustee for CARDIOLOGY ASSOCIATES PROFIT
SHARING TRUST, on this 9th day of November, 1981.STATE OF FLORIDA,
COUNTY OF LEON.The foregoing instrument was acknowledged before me by
GERALD D. N. BRYANT, as Trustee for CARDIOLOGY ASSOCIATES PROFIT
SHARING TRUST, on this 9th day of November, 1981.

10-23-83

Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1983
Bonded By American Firs & Casualty Company

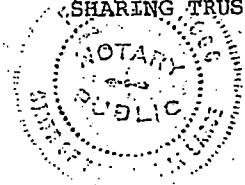
10-23-83

Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1983
Bonded By American Firs & Casualty Company

STATE OF FLORIDA,
COUNTY OF LEON.

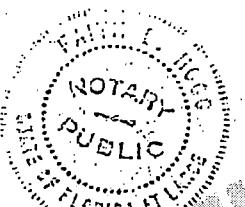
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The foregoing instrument was acknowledged before me by
JESSE L. JUDELLE, as Trustee for CARDIOLOGY ASSOCIATES PROFIT
SHARING TRUST, on this 9th day of November, 1981.



STATE OF FLORIDA,
COUNTY OF LEON.

The foregoing instrument was acknowledged before my by
EARL MCKENZIE, III, as Trustee for CARDIOLOGY ASSOCIATES PROFIT
SHARING TRUST, on this 9th day of November, 1981.



Jaith Hogg
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1983
Bonded By American Fire & Casualty Company

10-23-83

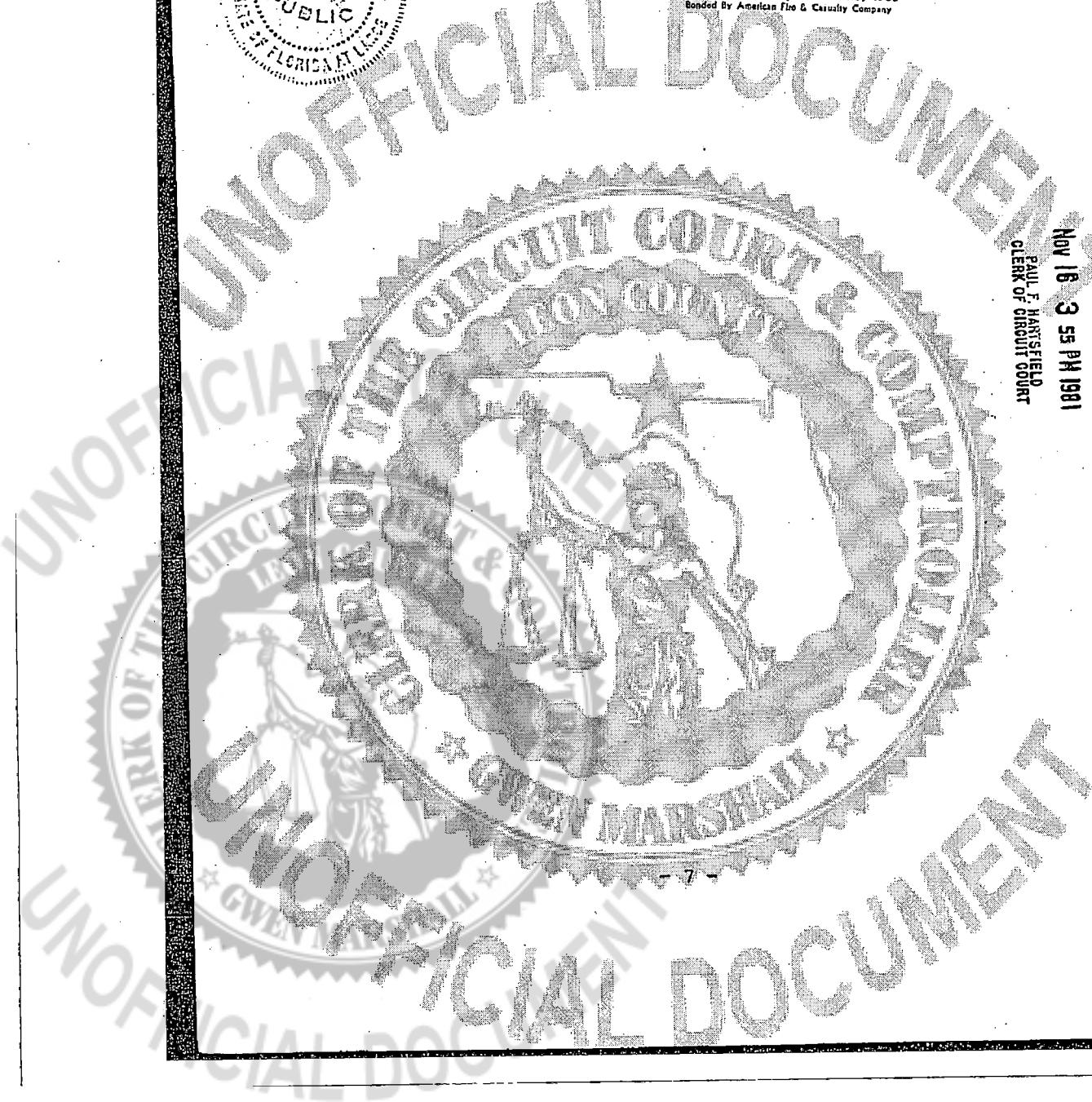
10-23-83

Jaith Hogg
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 23, 1983
Bonded By American Fire & Casualty Company

561605

RECORDED IN THE PUBLIC
RECORDS OF LEON CO., FLA.

NOV 16 3 55 PM 1981
PAUL F. MANSFIELD
CLERK OF CIRCUIT COURT



OR1011PC1364

LUNA PINES
LEGAL DESCRIPTION OF TRACT

Commencing at the Northwest Corner of Section 5, Township 2 North, Range 1 East. Leon County, Florida, (marked by a concrete monument) thence run North 89 degrees 02 minutes 15 seconds East along the North boundary of Section 5 a distance of 649.33 feet to an old concrete monument and the Point of Beginning of tract described herein. From the Point of Beginning continue North 89 degrees 02 minutes 15 seconds East along the North boundary of Section 5 a distance of 1985.02 feet to a concrete monument on the West right-of-way of Bull Headley County Road, thence run South 00 degrees 52 minutes 15 seconds East along the West right-of-way of Bull Headley Road 2,578.56 feet to an old concrete monument, thence run South 89 degrees 21 minutes 43 seconds West 1,986.29 feet to an old concrete monument, thence run North 00 degrees 37 minutes 11 seconds West 2,567.30 feet to the Point of Beginning.

Situate, lying and being in Section 5, Township 2 North, Range 1 East, Leon County, Florida, and containing 117.59 acres.

EXHIBIT "A"

Declaration of Restrictive
Covenants of Luna Pines

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1985 SEP 12 PM 4:29

ARTICLES OF INCORPORATION
OF
LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The undersigned, acting as incorporator of a non-profit corporation under Chapter 617 of the Florida Statutes, does hereby adopt the following Articles of Incorporation:

ARTICLE I. NAME

The name of the corporation (hereinafter called the "Association") is LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE II. DEFINITIONS

1. "Association" shall mean and refer to LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., its successors and assigns.
2. "Restrictive Covenants" shall mean and refer to the Declaration of Restrictive Covenants applicable to LUNA PINES, recorded on November 16, 1981, in Official Records Book 1011, Page 1357 of the Public Records of Leon County, Florida.
3. "Subdivision" shall mean and refer to that certain tract of real property known as LUNA PINES, an unrecorded subdivision located in Leon County, Florida, as described in Exhibit "A" attached hereto.
4. "Lot" shall mean and refer to any tract of land as platted on the subdivision plat prepared by Alcorn, Nobles & Associates dated August 1981, and attached hereto as Exhibit "B".
5. "Member" shall mean and refer to any person entitled to membership in the Association as provided in the Restrictive Covenants of LUNA PINES.
6. "Owner" shall mean and refer to the record owner of property in the subdivision as provided for in the Restrictive Covenants.

ARTICLE III. PURPOSE AND POWERS

The specific primary purposes for which the Association is formed are to provide for maintenance of roads and architectural control of buildings on the residence lots within the

subdivision. Generally, the Association's purpose is to promote the health, safety and welfare of the residents within the subdivision.

In furtherance of the specific and general purpose, the Association shall have power to:

A. Perform all of the duties and obligations of the Association as set forth in Restrictive Covenants applicable to LUNA BEACHES;

B. Affix, levy, collect and enforce payment by any lawful means of, all charges and assessments pursuant to the terms of the applicable Restrictive Covenants; and pay all expenses in connection therewith, and all office and other expenses incidental to conduct the business of the Association;

C. Acquire (by gift, purchase or otherwise), own, hold and improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use, or otherwise dispose of real and personal property in connection with the affairs of the Association;

D. Participate in mergers and consolidations with other non-profit corporations organized for the same purposes; or annex additional residential property or common areas, provided that any merger, consolidation or annexation shall be approved by two-thirds (2/3) vote of the members; and

E. Have and exercise any and all powers, rights and privileges that a non-profit corporation organized under Chapter 617 of the Florida Statutes by law may now or hereafter have or exercise.

The Association is organized and shall be operated exclusively for the purposes set forth above. The activities of the Association will be financed by assessments against members as provided in the Restrictive Covenants, and no part of any net earnings of the Association will inure to the benefit of any member.

ARTICLE IV. REGISTERED OFFICE AND AGENT

The street address of the initial principal office of this corporation is 1330 Miccosukee Road, Medical Arts Building, Tallahassee, Florida 32303. The name of the initial registered agent is JAMES O. SHELFER whose address is 300 First Florida Bank Building, Tallahassee, Florida 32301.

ARTICLE V. DURATION

The period of duration of the Association shall be perpetual.

ARTICLE VI. SUBSCRIBERS

The name and address of the subscriber is:

JAMES O. SHELFER
300 First Florida Bank Bldg.
Tallahassee, FL 32301

ARTICLE VII. OFFICERS

The affairs of the Association shall be managed by a Board of three (3) Directors. The Board of Directors shall choose a President, Secretary and Treasurer, who may be members of the Board of Directors. The officers shall be elected at the first meeting of the Board of Directors following each annual meeting of the members.

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

JESSE L. JUDELLE
EARL MCKENZIE, III

President
Secretary/Treasurer

ARTICLE VIII. DIRECTORS

The number of persons constituting the first Board of Directors of the Association shall be three (3), and the names and addresses of the persons who shall serve as Directors until the first election are:

GERALD D. N. BRYANT
1330 Miccosukee Rd.
Medical Arts Bldg.
Tallahassee, FL 32303

LAURIE L. DOZIER, JR.
1330 Miccosukee Rd.
Medical Arts Bldg.
Tallahassee, FL 32303

DENNIS E. WILLIAMS
1330 Miccosukee Rd.
Medical Arts Bldg.
Tallahassee, FL 32303

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 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 two-thirds (2/3) vote of the members.

ARTICLE XI. MEMBERS; VOTING

All owners of property within the subdivision shall be members of the Association. For all matters to come before the Association, the owners of lots within the subdivision shall be entitled to one vote for each lot owned. When more than one person or entity owns a lot, the owners of the lot jointly owned shall select one voting member for the lot. The vote for the lot shall be cast by the voting member or by his proxy. Membership will be appurtenant to and may not be separated from ownership of a lot.

ARTICLE XII. DISSOLUTION

On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purposes.

IN WITNESS WHEREOF, the undersigned subscriber has executed these Articles of Incorporation, this 12th day of September, 1985.

James O. Shaffer
JAMES O. SHELFER, Subscriber and
Registered Agent

GARDNER, SHELFER & DUGGAR, P.A.
Attorneys for the Corporation
300 First Florida Bank Bldg.
Tallahassee, FL 32301
(904) 222-6543

ALAN SEE, FLORIDA
SECRETARY OF STATE
ISS SEP 12 PM 4:25
FILED

STATE OF FLORIDA,
COUNTY OF LEON.

BEFORE ME, the undersigned authority, personally appeared JAMES O. SHELFER, who, first being duly sworn by me, and to me well known to be the individual described in the foregoing Articles of Incorporation, acknowledged to and before me that he executed the same for the purposes expressed therein.

WITNESS my hand and official seal on this 12th day of September, 1985.

Gena J. Strickland
NOTARY PUBLIC

My Commission Expired:

Notary Public State of Florida
My Commission Expires Oct 25, 1988
Notary Public State of Florida

FILED

1985 SEP 12 PM 4:29

LUNA PINES
LEGAL DESCRIPTION OF TRACT
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Commencing at the Northwest Corner of Section 5, Township 2 North, Range 1 East, Leon County, Florida, (marked by a concrete monument) thence run North 89 degrees 02 minutes 15 seconds East along the North boundary of Section 5 a distance of 649.33 feet to an old concrete monument and the Point of Beginning of tract described herein. From the Point of Beginning continue North 89 degrees 02 minutes 15 seconds East along the North boundary of Section 5 a distance of 1985.02 feet to a concrete monument on the West right-of-way of Bull Headley County Road, thence run South 00 degrees 52 minutes 15 seconds East along the West right-of-way of Bull Headley Road 2,578.56 feet to an old concrete monument, thence run South 89 degrees 21 minutes 43 seconds West 1,986.29 feet to an old concrete monument, thence run North 00 degrees 37 minutes 11 seconds West 2,567.30 feet to the Point of Beginning.

Situate, lying and being in Section 5, Township 2 North, Range 1 East, Leon County, Florida, and containing 117.59 acres.

EXHIBIT "A"

BYLAWS OF

LUNA PINES PROPERTY OWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

These are the Bylaws of LUNA PINES PROPERTY OWNERS ASSOCIATION, INC., whose principal office is located at 1330 Miccosukee Road, Medical Arts Building, Tallahassee, Florida 32303.

ARTICLE I. MEETINGS OF MEMBERS

Section 1. Annual Meetings: The first annual meeting of members shall be held within one (1) year from the date of incorporation of the Association. Subsequent meetings of members shall be held at least annually at a place and time determined by the Board of Directors.

Section 2. Special Meetings: Special meetings of members may be called at any time by the President or by the Board of Directors, or on written petition of members who are entitled to one-fourth (1/4) of all votes of the Association.

Section 3. Notice of Meetings: Written notice of each meeting of members shall be given by, or at the direction of, the Secretary or other person authorized to call the meeting, by mailing a copy of such notice, at least seven (7), but not more than twenty (20) days before such meeting to each member entitled to vote at the meeting, addressed to the member's address last appearing on the books of the Association, or supplied by the member to the Association for the purpose of receiving notice. The notice shall specify the day, hour, and place of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting, in person or by proxy, of members entitled to cast a majority of the votes of the Association shall constitute a quorum for authorization of any action, except as may otherwise be provided in the Restrictive Covenants, the Articles of Incorporation, or these Bylaws. If a quorum is not present at any meeting, the members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 5. Proxies: At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Proxies shall be revocable, and the proxy of any owner shall automatically terminate on conveyance by him of his lot.

ARTICLE II. BOARD OF DIRECTORS -
TERM OF OFFICE; FIRST ELECTION; REMOVAL

Section 1. Number: The affairs of the Association shall be managed by a Board of three (3) Directors who shall be members of the Association. The Board of Directors shall be elected from the membership at large.

Section 2. Term of Office: The Directors shall be elected at each annual meeting.

Section 3. Removal: Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association entitled to vote for the election of the Director. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining

members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation: No Director shall receive compensation for any service he may render to the Association in his capacity as a Director. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE III. BOARD OF DIRECTORS - MEETINGS

Section 1. Meetings: Meetings of the Board of Directors shall be held from time to time when called by the President or any two (2) Directors. Regular meetings shall be held, however, at least semi-annually at a date, time and place set by the Directors. Notice to the membership at large of each meeting shall not be necessary.

Section 2. Quorum: A majority of the Directors shall constitute a quorum for the transaction of business. Every act performed or decision made by a majority of Directors present at a duly held meeting in which a quorum is present shall constitute the act or decision of the Board.

ARTICLE IV. BOARD OF DIRECTORS - POWERS AND DUTIES

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

(a) Exercise on behalf of the Association, all powers, duties, and authority vested in or delegated to the Association and not specifically reserved to the membership by the

Restrictive Covenants, Articles of Incorporation, or by other provisions of these Bylaws; and

(b) Employ independent contractors, and such other employees as they may deem necessary, and to prescribe their duties.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at each annual meeting, or at any special meeting at which such a statement is requested in writing by one-fourth (1/4) of the members entitled to vote thereat;

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

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

i. Fix the amount of the annual assessment for each lot;

ii. Send written notice of each assessment to every owner subject thereto; and

iii. Foreclose the lien against any property for which assessments are not paid within a reasonable time after the due date, or to bring an action at law against the owner personally obligated to pay the same.

(d) Issue, or cause to be issued, on demand by any member, a certificate setting forth whether or not the assessment of such member has been paid. A statement in a certificate to

the effect that an assessment has been paid shall constitute conclusive evidence of such payment. The Board may impose a reasonable charge for the issuance of these certificates;

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

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

ARTICLE V. OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices: The officers of the Association shall be a President, Secretary and Treasurer, who shall be selected by the Board of Directors. The Board of Directors may, at its discretion, also create the offices of Vice President, or such other offices as it may deem necessary.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of members.

Section 3. Term: The officers of the Association shall be elected annually by the Board. Each officer shall hold office for a term of one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments: The Board of Directors may elect such other officers as the affairs of the Association may require, whose duties and term of office shall be determined by the Board.

Section 5. Resignation and Removal: Any officer may be removed from office by the Board at any time with or without cause. Any officer may resign at any time by giving written

notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies: A vacancy in any office may be filled by appointment of the Board. The officer appointed to such vacancy shall serve for the unexpired term of the officer he replaces.

Section 7. Multiple Offices: The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

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

(b) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it to all papers so requiring; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses; and perform such other duties as may be required by

the Board or by law. It shall be the responsibility of every member to insure that the records maintained by the Secretary as to ownership of property, address and voting status of members are current and accurate.

(c) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts, all funds of the Association, and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; shall keep proper books of account; and shall prepare a statement of income and expenditures, a copy of which documents shall be delivered to each member, and a report on which shall be given at the regular annual meeting of members.

Section 9. Compensation of Officers: Officers may be paid for their time and overhead directly attributable to the fulfillment of the duties of their office. The amount of compensation, if any, shall be determined by the Board of Directors.

ARTICLE VI. COMMITTEES

The Board of Directors may appoint such committees as it may deem appropriate in the performance of its duties.

ARTICLE VII. ASSESSMENTS

As more fully provided in the Restrictive Covenants, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien on the property against which such assessments are made. Any assessments not paid when due are considered delinquent. If an assessment is not paid within sixty (60) days after the due date, the

assessment bears interest from the date of delinquency at the rate of eighteen percent (18%) per annum, or such higher amount as may be allowed by law as set by the Board of Directors. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against his property. Interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of any assessment due. No owner may waive or otherwise escape liability for assessments by abandonment of his lot.

ARTICLE VIII. BOOKS AND RECORDS; INSPECTION

The books, records, and papers of the Association shall be subject to inspection by any member during ordinary business hours. The Restrictive Covenants, Articles of Incorporation, and Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies shall be made available for sale at a reasonable price.

ARTICLE IX. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words LUNA PINES PROPERTY OWNERS ASSOCIATION, INC. or the seal may contain the initials of the Association with a distinctive logo to be selected by the Board of Directors.

ARTICLE X. FISCAL YEAR

The fiscal year of the Association shall be the calendar year, except that the first fiscal period shall begin on the

date of incorporation and shall end on December 31st of the year of incorporation.

ARTICLE XI. AMENDMENTS

These Bylaws may be amended at a regular or special meeting of members by a majority vote of members, in person or by proxy.

ARTICLE XII. CONFLICTS

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

DATED this _____ day of _____, 19 ____.

Due \$150 per annum
Architectural Committee
(all house plans)

LUNA PINES OWNERS LIST

Owner/Mailing Address	Legal Description/Property Address
Van Camerik Family Revocable Trust 1493 FERZON WAY TALLAHASSEE FL 32312	LOT 1 1493 FERZON WAY TALLAHASSEE, FL 32312
Don E. May Kristie A. May 1487 FERZON WAY TALLAHASSEE FL 32312	LOT 2 1487 FERZON WAY TALLAHASSEE, FL 32312
Matthew Lawrence Smith Nicole Isabel Sieb Smith 1475 FERZON WAY TALLAHASSEE FL 32312	LOT 3 1475 FERZON WAY TALLAHASSEE, FL 32312
Stephen L. O'Connor Carol U. O'Connor 1461 FERZON WAY TALLAHASSEE FL 32312	LOT 4 1461 FERZON WAY TALLAHASSEE, FL 32312
Robert L. Hartsell Beulah Hartsell 1437 FERZON WAY TALLAHASSEE FL 32312	LOT 5 1437 FERZON WAY TALLAHASSEE, FL 32312
James Arlie Tyson Jr. 1429 FERZON WAY TALLAHASSEE FL 32312	LOT 6 1429 FERZON WAY TALLAHASSEE, FL 32312
Daniel E. Beeman Carol F. Beeman 1421 FERZON WAY TALLAHASSEE FL 32312	LOT 7 1421 FERZON WAY TALLAHASSEE, FL 32312
Daniel E. Beeman Carol F. Beeman 1421 FERZON WAY TALLAHASSEE FL 32312	LOT 8 0 FERZON WAY TALLAHASSEE, FL 32312
John & Rosemary Gamin 1409 Ferzon Way Tallahassee, FL 32312	LOT 9 1409 Ferzon Way Tallahassee, FL 32312
James L. Byler 1401 FERZON WAY TALLAHASSEE FL 32312	LOT 10 1401 FERZON WAY TALLAHASSEE, FL 32312

Larry T. Taylor Jennifer E. Taylor 1393 FERZON WAY TALLAHASSEE FL 32312	LOT 11 1393 FERZON WAY TALLAHASSEE, FL 32312
Charlotte Rudd Thompson (f/k/a Charlotte Rudd Rhodes) Ernest L. Thompson 1385 FERZON WAY TALLAHASSEE FL 32312-9006	LOT 12 1385 FERZON WAY TALLAHASSEE, FL 32312
Gregory A. Hand Natalie Hand 1394 SILVER PINE LN TALLAHASSEE FL 32312	LOT 13 1394 SILVER PINE LN TALLAHASSEE, FL 32312
William Levi Duncan Mary Porch Duncan 1398 SILVER PINE LN TALLAHASSEE FL 32312	LOT 14 1398 SILVER PINE LN TALLAHASSEE, FL 32312
Laymon R. Weathermon, Jr. 1402 SILVER PINE LN TALLAHASSEE FL 32312	LOT 15 1402 SILVER PINE LN TALLAHASSEE, FL 32312
Jordan Lyle Ragans Vanda J. Ragans 1410 SILVER PINE LN TALLAHASSEE FL 32312	LOT 16 1410 SILVER PINE LN TALLAHASSEE, FL 32312
Lee B. Hlatt 1418 SILVER PINE LN TALLAHASSEE FL 32312	LOT 17 1418 SILVER PINE LN TALLAHASSEE, FL 32312
Aaron B. Gerteisen Nicole S. Gerteisen 1422 SILVER PINE LN TALLAHASSEE FL 32312	LOT 18 1422 SILVER PINE LN TALLAHASSEE, FL 32312
John F. Hallas Melissa Kathleen Hallas 1434 SILVER PINE LN TALLAHASSEE FL 32312	LOT 19 1434 SILVER PINE LN TALLAHASSEE, FL 32312
Douglas T. Martin Kathy G. Martin 1452 SILVER PINE LN TALLAHASSEE FL 32312	LOT 20 1452 SILVER PINE LN TALLAHASSEE, FL 32312

Wesley D. Burch Audra L. Burch 1464 SILVER PINE LN TALLAHASSEE FL 32312	LOT 21 1464 SILVER PINE LN TALLAHASSEE, FL 32312
TOAA LLC 9689 BULL HEADLEY RD TALLAHASSEE FL 32312	LOT 22 9689 BULL HEADLEY RD TALLAHASSEE, FL 32312
Richard Speer Kathy Speer 1467 Silver Pine Lane Tallahassee, FL 32312	LOT 23 1467 Silver Pine Lane Tallahassee, FL 32312
Garth W. Easton Carol T. Easton 9723 BULL HEADLEY RD TALLAHASSEE FL 32312	LOT 24 9723 BULL HEADLEY RD TALLAHASSEE, FL 32312
Erika Henderson Marvin Henderson 1459 SILVER PINE LN TALLAHASSEE FL 32312	LOT 25 1459 SILVER PINE LN TALLAHASSEE, FL 32312
Lisa Johnson 9720 Shady Pine Road Tallahassee, FL 32312	LOT 26 9720 Shady Pine Road Tallahassee, FL 32312
William & Haley Chandronnet 9731 Bull Headley Road Tallahassee, FL 32312	LOT 27 9731 BULL HEADLEY RD TALLAHASSEE, FL 32312
Fred H. Heery, Sr. Cindy C. Heery 9807 BULL HEADLEY RD TALLAHASSEE FL 32312	LOT 28 9807 BULL HEADLEY RD TALLAHASSEE, FL 32312
Henry W. Derstine Cheryl L. Derstine 9817 BULL HEADLEY RD TALLAHASSEE FL 32312	LOT 29 9817 BULL HEADLEY RD TALLAHASSEE, FL 32312
Henry H. Wright Tracy B. Wright 9827 BULL HEADLEY RD TALLAHASSEE FL 32312	LOT 30 9827 BULL HEADLEY RD TALLAHASSEE, FL 32312
Nathan Kever Renee Kever 1486 Ferzon Way	LOT 31 1486 FERZON WAY

Tallahassee, FL 32312	TALLAHASSEE, FL 32312
William E. Caton Lisa J. Caton 1450 FERZON WAY TALLAHASSEE FL 32312	LOT 32 1450 FERZON WAY TALLAHASSEE, FL 32312
John and Regina Merchant 9544 Hawk Ridge Road Tallahassee, FL 32312	LOT 33 9544 Hawk Ridge Road Tallahassee, FL 32312
Donald Craig Dennis Dawn L. Dennis (a/k/a Dawn L. Butler) 1434 FERZON WAY TALLAHASSEE FL 32312	LOT 34 1434 FERZON WAY TALLAHASSEE, FL 32312
Charles E. Arthur, Jr. Sandra Thompson Arthur 7817 BRIARCREEK RD N TALLAHASSEE FL 32312	LOT 35 0 FERZON WAY TALLAHASSEE, FL 32312
Michael Wood 9823 HAWK RIDGE RD TALLAHASSEE FL 32312	LOT 36 9823 HAWK RIDGE RD TALLAHASSEE, FL 32312
Clarice Yvonne Green 1377 FERZON WAY TALLAHASSEE FL 32312	LOT 37 1377 FERZON WAY TALLAHASSEE, FL 32312
Lorie A. Heinz Gary J. Heinz 9811 HAWK RIDGE RD TALLAHASSEE FL 32312	LOT 38 9811 HAWK RIDGE RD TALLAHASSEE, FL 32312

Scott Graham Amanda Graham 9809 Hawk Ridge Road Tallahassee, FL 32312	LOT 39 9809 Hawk Ridge Road Tallahassee, FL 32312
Joseph C. Cornwell Janet C. Cornwell 9816 HAWK RIDGE RD TALLAHASSEE FL 32312	LOT 40 9816 HAWK RIDGE RD TALLAHASSEE, FL 32312
Dennis H. Halfhill Karen R. Halfhill 9824 HAWK RIDGE RD TALLAHASSEE FL 32312	LOT 41 9824 HAWK RIDGE RD TALLAHASSEE, FL 32312

Paul L. Harman Vicki J. Harman 1421 SILVER PINE LN TALLAHASSEE FL 32312	LOT 42 1421 SILVER PINE LN TALLAHASSEE, FL 32312
Claudia E. Montague Jeffrey H. Shanks 1425 SILVER PINE LN TALLAHASSEE FL 32312	LOT 43 1425 SILVER PINE LN TALLAHASSEE, FL 32312
Steven Edward Meeks Jacquelin Houston 9729 SHADY PINE RD TALLAHASSEE FL 32312	LOT 44 9729 SHADY PINE RD TALLAHASSEE, FL 32312
Robert K. Powell Laura B. Powell 9730 SHADY PINE RD TALLAHASSEE FL 32312	LOT 45 9730 SHADY PINE RD TALLAHASSEE, FL 32312
Kenneth Lane McCormick Leslie P. McCormick 9719 Shady Pine Road Tallahassee, FL 32312	LOT 46 9719 SHADY PINE RD TALLAHASSEE, FL 32312
Jay Hill Kristine G. Hill 1445 SILVER PINE LN TALLAHASSEE FL 32312	LOT 47 1445 SILVER PINE LN TALLAHASSEE, FL 32312
Litzie Martin 6322 COVEY CROSSING TALLAHASSEE FL 32312	LOT 48 1433 SILVER PINE LN TALLAHASSEE, FL 32312
MOODY THOMAS E MOODY MARJORIE S 1427 Silver Pine Lane Tallahassee, FL 32312	LOT 49 1427 SILVER PINE LN TALLAHASSEE, FL 32312